



AGENDA

REGULAR MEETING OF THE CITY COUNCIL

**City of Garland
Council Chambers, City Hall
200 North Fifth Street
Garland, Texas
December 17, 2013
7:00 p.m.**

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

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

CITY COUNCIL GOALS 2020

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

CONSENT AGENDA

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

1. Consider approval of the minutes of the December 3, 2013 City Council Regular Meeting.

2. Consider approval of the following bids:

- a. West Pressure Plane Improvements - Section One (1) Bid No. 3852-13

Tri-Con Services

\$4,880,000.00

This request is to provide West Pressure Plane Improvements from Ridgedale Drive to Dairy Road. Construction includes approximately 400 linear feet of 6" water line, 8,500 linear feet of 8" water line, 7,100 linear feet of 24" water line, 1,400 linear feet of 8" sanitary sewer line and 20,000 square yards of paving.

b. West Pressure Plane Improvements - Section Two (2) Bid No. 3853-13

McMahon Contracting, LP \$3,271,411.96

This request is to provide West Pressure Plane Improvements from Old Orchard Drive to S. Fifth Street. Construction includes 7,330 linear feet of water line, 3,775 linear feet of sewer line, 1,415 linear feet of sewer pipe and all paving.

c. West Pressure Plane Improvements – Section Three (3) Bid No. 3854-13

Tri-Con Services, Inc. \$4,057,000.00

This request is to provide West Pressure Plane Improvements from Leon Drive to Old Orchard Drive. Construction includes approximately 13,410 linear feet of water line, 1,340 linear feet of sanitary sewer line and all paving.

d. Term Contract for Compressed Gases Bid No. 4006-14

Airgas Central \$127,150.10

This request is to provide compressed gases on an as-needed basis to various City departments. The term contracts are for a period of one (1) year or expenditure of funds, whichever comes first, with four (4) optional renewals.

e. Caterpillar Backhoe Bid No. 4054-14

Holt Cat \$101,570.00

This request is to purchase a new Caterpillar Backhoe to be utilized for excavation by the Water Department in their daily operations.

f. Purchase of 911 Dispatch Consoles Bid No. 4057-14

Evans Consoles \$425,292.78

This request is to provide safe and ergonomic workstations for the Police Communications Center. Some of the existing consoles are not functioning properly and can no longer be serviced due to age.

g. Caterpillar D8T Bulldozer

Bid No. 4066-14

Holt Cat (Bulldozer)	\$760,000.00
Holt Cat (Maintenance Agreement)	<u>188,000.00</u>
TOTAL	<u>\$948,000.00</u>

This request is to purchase a Caterpillar D8T Bulldozer with coinciding maintenance agreement for use at the Hinton Landfill.

h. Apollo Water Pump Station Pump Repair

Bid No. 4067-14

Smith Pump Company	\$158,668.00
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This request is to provide for the emergency repair of the Apollo Water Pump Station's Pump #3. This pump is an integral part of the Apollo Water Pump Station which delivers approximately 75% of the water consumed in the eastern part of the City.

3. Consider a resolution approving and funding the 2013 Neighborhood Vitality Matching Grant Applications for the second application cycle.

This item was considered by Council at the December 3, 2013 Work Session. Applications are for Neighborhood Vitality Funding for the New World Crime Watch Group and Wellington Run HOA.

4. Consider a resolution accepting a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant in the amount of \$37,998.11 for Fiscal Year 2013-2014.

This item was scheduled for consideration by Council at the December 16, 2013 Work Session. The grant will be utilized to provide a greater level of traffic safety for Garland citizens. The goal of this grant is to increase the effective enforcement and adjudication of traffic safety-related laws; to reduce the overall number of fatal and serious crashes; and to reduce the number of DWI-related crashes, injuries, and fatalities.

5. **Consider an ordinance amending Chapter 33 “Transportation”, of the Code of Ordinances of the City of Garland related to school related traffic control on Firewheel Parkway for Harmony Science Academy.**

This item was scheduled for consideration by Council at the December 16, 2013 Work Session. The Transportation Department periodically reviews school-related traffic controls. A recent review reveals that changes are needed on Firewheel Parkway for Harmony Science Academy.

6. **Consider an ordinance amending Chapter 33 “Transportation”, of the Code of Ordinances of the City of Garland related to parking restrictions on Wood Drive.**

This item was scheduled for consideration by Council at the December 16, 2013 Work Session. Tractor trailers parking on the south side of Wood Drive both east and west of Industrial Lane are obstructing the view of vehicles exiting from Industrial Lane onto Wood Drive.

7. **Consider approval by minute action authorizing the City Manager to execute a Professional Services Retainer Agreement related to the Biosolids Rehabilitation and Odor Abatement Project at the Rowlett Creek Wastewater Treatment Plant.**

Funding for the final design of the Biosolids Rehabilitation and Odor Abatement Project are included in the 2014 Capital Improvement Program. A contract has been negotiated with Carollo Engineers, Inc. for an estimated amount of \$2,558,300.

8. **Consider approval by minute action authorizing the City Manager to execute a Professional Services Retainer Agreement related to the 2.5 Million Gallon Composite Elevated Storage Tank to be located on the southwest corner of McCree Road and Leon Road.**

Funding for the final design of the new 2.5 Million Gallon Composite Elevated storage Tank as Section 2 of the West Pressure Plane Improvements was included in the 2013 Capital Improvement Program. A contract with Neel-Schaffer, Inc. has been negotiated for an estimated amount of \$402,500.00.

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 and consider the following regarding an economic incentive agreement for Lakewood Brewing Company, L.L.C.
 - a. Consider an ordinance designating an area as a reinvestment zone for commercial/industrial tax abatement; making certain findings thereon; authorizing the City Manager to execute an agreement with the applicant regarding the reinvestment zone.
 - b. Consider a resolution authorizing the City Manager to execute a Tax Abatement Agreement.

Lakewood Brewing Company, L.L.C. plans to expand its current operations at 2302 Executive Drive. It is anticipated this investment will add 12,000 sq. ft. of space at the Lakewood Brewing facility and \$7.8 million in new business personal property. At the December 3, 2013 Work Session, the Garland Economic Development Partnership Steering Committee recommended that Council: (1) provide general support for the project, and (2) support a 50% tax abatement on new business personal property for 5 years (total of \$137,397).

- 10. Consider a resolution authorizing the City Manager to execute an Economic Development Agreement with Lakewood Brewing Company, L.L.C.**

Lakewood Brewing Company, L.L.C. plans to expand its current operations at 2302 Executive Drive. It is anticipated this investment will add 12,000 sq. ft. of space at the Lakewood Brewing facility and \$7.8 million in new business personal property. At the December 3, 2013 Work Session, the Garland Economic Development Partnership Steering Committee recommended that Council: (1) provide general support for the project, and (2) support a water utility rebate (total of \$20,000).

- 11. Hold public hearings on the following zoning cases:**

- a. Consider the application of Apartment Development Services, requesting approval of 1) a change in zoning from Agriculture (AG) District to a Planned Development (PD) District for Multi-Family Uses, 2) a Concept Plan and 3) a variance to Section 34.19(D) of the IH 30 Development Standards regarding building placement. The property is located at the northwest intersection of Bobtown Road and Waterhouse Boulevard. (District 3)(File 13-35)**

The proposal is to allow a change in zoning for apartment development. At the November 11, 2013 meeting, Plan Commission recommended denial of the request. This request was postponed from the December 3, 2013 City Council meeting.

- b. Consider the application of Tony Callaway, requesting approval of 1) an amendment to Planned Development District (68-40) for General Business (GB) Uses; 2) a Concept Plan; and 3) a Detail Plan for a Grocery Store. The property is located at 1122 West Centerville Road, east of Interstate Highway 635, south of Centerville Road. (District 5)(File 13-40)**

The proposal is to amend the Planned Development District to allow General Business Uses and approve a Concept Plan and a Detail Plan for a grocery store. At the November 25, 2013 meeting, Plan Commission recommended approval of the request.

- c. **Consider the application of Max Alley Investments, requesting approval of 1) a Detail Plan and 2) a Specific Use Permit for Retail Sales/Personal Service on property zoned Planned Development (PD) District 13-32 for Freeway Uses and within the IH 30 Overlay. The property is located on the west side of Broadway Boulevard, approximately 385 linear feet south of the intersection of Broadway Boulevard and Guthrie Road. (District 4)(File 13-44)**

The proposal is for approval of a Detail Plan and Specific Use Permit for a Family Dollar store. At the November 25, 2013 meeting, Plan Commission recommended approval of the request.

12. 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.

13. 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 p.m. on Tuesday, December 3, 2013, in the Council Chambers at City Hall with the following members present:

Mayor	Douglas Athas
Councilmember	Marvin 'Tim' Campbell
Councilmember	Anita Goebel
Councilmember	B.J. Williams
Councilmember	John Willis
Councilmember	Scott LeMay
Councilmember	Jim Cahill

MEMBERS ABSENT	Mayor Pro Tem	Lori Barnett Dodson
	Councilmember	Stephen W. Stanley

STAFF PRESENT:	City Manager	William E. Dollar
	City Attorney	Brad Neighbor
	City Secretary	Lisa Palomba

CALL TO ORDER: The meeting was called to order by Mayor Douglas Athas. District 1 Councilman Tim Campbell led the Invocation and Pledge of Allegiance.

ANNOUNCEMENTS: Mayor Athas commented on the following: 1) The City of Garland is updating its development regulations and invites the public to provide input in that process. Several community meetings have been scheduled for December and January to allow you to learn more about our development codes and the proposed updates. Visit www.GarlandDevCode.org to find out more; 2) Remember to join us all for our official tree-lighting and much more at Christmas on the Square, Thursday December 5, 2013 from 5:30 to 9:30 p.m. More information is available at ChristmasontheSquare.com; and 3) A special welcome to Leadership Garland Class 33. The class has spent the entire day learning about the City's services and initiatives and many are here tonight to watch the City Council in action! Leadership Garland is a program sponsored by the Garland Chamber of Commerce which helps develop future leaders for our community.

CONSENT AGENDA: All items marked with asterisks (**) on the Consent Agenda were voted on in a single motion at the beginning of the meeting. A motion was made by Councilman Campbell, seconded by Councilwoman Goebel, to approve Items: 1; 2a;

2b; 2c; 3a; 3b; and 4. A vote was cast and the motion carried with 7 Ayes; 0 Nays (Dodson, Stanley, absent).

1. APPROVED**

City Council minutes of the November 18, 2013 Special Meeting and November 19, 2013 Regular Meeting.

2a. APPROVED**

Award of Bid No. 3947-14 to Techline, Inc. in the amount of \$670,346.25 with an optional contingency fee of \$69,000 for a total award of \$739,346.25 to provide steel monopoles and associated apparatus required for the relocation of Transmission and Distribution services associated with the Shiloh Road Improvement Project.

2b. APPROVED**

Award of Bid No. 3347-13 to Tri-Con Services, Inc. in the amount of \$2,959,016.50 to provide for concrete improvements along Dairy Road including curb-and-gutter pavement, sidewalks, and driveways, water and sewer mains, storm sewer, and box culvert. The project also provides for lowering of multiple water line sections and associated tasks including sodding, pavement marking, and fence replacement.

2c. APPROVED**

Award of Bid No. 4017-14 to Jerusalem Corporation in the amount of \$1,481,900 to provide for the removal and replacement of failed concrete pavement on arterial and collector streets as part of the Street Department's Infrastructure Construction Program.

3a. APPROVED**

Ordinance No. 6661 amending the zoning laws of the City of Garland, by approving a change in zoning from Multi-Family (MF-12) District to Planned Development (PD) District for Office-1 (O-1) Uses on a 0.895-acre tract of land located at 800 South Sixth Street, east of South Sixth Street and south of West Avenue G. (Zoning File No. 13-38, Ed Seghers)

3b. APPROVED**

Ordinance No. 6662 amending the zoning laws of the City of Garland, by approving a change in zoning from Planned Development (PD) District 70-52 for Apartment, Retail, and Townhouses to a Planned Development (PD) District for Commercial -1(C-1) Uses (Self Storage Units), on a 13.51-acre tract of land located on the east side of East Centerville Road, approximately 1,350 linear feet north of the intersection of East Miller Road and East Centerville Road. (Zoning File No. 13-43, Douglas Properties)

4. APPROVED**

Ordinance No. 6663 appointing Rick Schimmel as an Associate Judge of the Municipal Court of the City of Garland.

5a. POSTPONED

Hold a public hearing to consider the application of Apartment Development Services, requesting approval of 1) a change in zoning from Agriculture (AG) District to Planned Development (PD) District for Multi-Family Uses; 2) a Concept Plan; and 3) a variance to Section 34.19(D) of the IH 30 Development Standards regarding building placement. The property is located at the northwest intersection of Bobtown Road and Waterhouse Boulevard. Postponement was requested by the applicant. (District 3)(Zoning File No. 13-35.)

6. CITIZEN COMMENTS: None.

There being no further business to come before the City Council, Mayor Athas adjourned the meeting at 7:07 p.m.

CITY OF GARLAND

Signed:

Mayor

Attest:

City Secretary



GARLAND
PURCHASING

Bid No.: 3852-13
Agenda Item: 2a.
Meeting: Council
Date: 12/17/13

Purchasing Report

WEST PRESSURE PLANE IMPROVEMENTS SECTION I OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide West Pressure Plane Improvements from Ridgedale Drive to Dairy Road. Construction includes approximately 400 linear feet of 6" water line, 8,500 linear feet of 8" water line, 7,100 linear feet of 24" water line, 1,400 linear feet of 8" sanitary sewer line and 20,000 square yards of paving. This project was approved in the 2013 Capital Improvement Program (CIP). However, majority of the funding is scheduled for inclusion in the 2014 CIP. With Council's approval, a Reimbursement Certificate will be issued in advance of the 2014 CIP.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Tri-Con Services, Inc.	All	\$4,880,000.00
TOTAL:		\$4,880,000.00

BASIS FOR AWARD:

Best Value

Submitted by:

Reviewed by:

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

William E. Dollar
City Manager

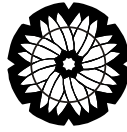
Date: 12/04/13

Date: 12/10/13

FINANCIAL SUMMARY:

Total Project/Account: \$ 4,880,000		Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: 2013
Expended/Encumbered to Date: 0		Document Location: W12 & WW05
Balance: \$ 4,880,000		Account #: 227-4049-3022200-9203 \$4,561,053.54 237-4149-3214900-9305 \$318,946.46
This Item: 4,880,000		
Proposed Balance: \$ 0		Fund/Agency/Project – Description: Water/CIP/West Pressure Plan Improvements Wastewater/CIP/Collection Mains
Matt Watson	12-9-13	
Budget Analyst	Date	Comments: A majority of the funding for this project is scheduled for inclusion in the 2014 CIP. A Reimbursement Certificate will be issued in advance of the 2014 CIP.
Ron Young	12-9-13	
Budget Director	Date	

[illegible]



GARLAND

PURCHASING

Executive Summary **Bid 3852-13** **West Pressure Plane Improvements Section I**

Recommended Vendor:

Tri-Con Services Inc.

Total Recommended Award:

\$4,880,000.00

Basis for Award:

Best Value

Purpose:

The purpose of this contract is to provide West Pressure Plane Improvements from Ridgedale Drive to Dairy Road. Construction includes approximately 400 linear feet of 6" water line, 8,500 linear feet of 8" water line, 7,100 linear feet of 24" water line, 1,400 linear feet of 8" sanitary sewer line and 20,000 square yards of paving.

Evaluation:

Requests for Bids were issued in accordance with Purchasing procedures. Six (6) bids were received and evaluated based on stated evaluation criteria. Tri-Con Services, Inc. was the highest evaluated bidder and submitted the lowest overall bid.

Recommendation:

Staff recommends awarding the contract to Tri-Con Services, Inc.

Funding Information:

Water	227-4049-3022200-9203 - \$4,561,053.54
Wastewater	237-4149-3214900-9305 - \$ 318,946.46

Department Director:

Michael C. Polocek, P.E., Director of Engineering, 972-205-2178



GARLAND
PURCHASING

Bid No.: 3853-13
Agenda Item: 2b.
Meeting: Council
Date: 12/17/13

Purchasing Report

WEST PRESSURE PLANE IMPROVEMENTS - SECTION II OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide West Pressure Plane Improvements from Old Orchard Drive to South Fifth Street. Construction includes 7,330 linear feet of water line, 3,775 linear feet of sewer line, 1,415 linear feet of sewer pipe, and all paving. This project was approved in the 2013 Capital Improvement Program (CIP). However, majority of the funding is scheduled for inclusion in the 2014 CIP. With Council's approval, a Reimbursement Certificate will be issued in advance of the 2014 CIP.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
McMahon Contracting, LP	All	\$3,271,411.96

TOTAL: \$3,271,411.96

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: 12/04/13

Date: 12/10/13

FINANCIAL SUMMARY:

Total Project/Account: \$ 3,271,412

Expended/Encumbered to Date: 0

Balance: \$ 3,271,412

This Item: 3,271,412

Proposed Balance: \$ 0

Matt Watson 12-9-13

Budget Analyst Date

Ron Young 12-9-13

Budget Director Date

Operating Budget: ☐ CIP: ☒ Year: 2013

Document Location: W12, WW05, D01

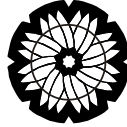
Account #: 227-4049-3022200-9203 \$2,106,948.15
237-4149-3214900-9305 819,428.14
625-1409-1423004-9305 345,035.67

Fund/Agency/Project – Description:

Water/CIP/West Pressure Plan Improvements
Wastewater/CIP/Collection Mains
Drainage/CIP/Misc. Flooding

Comments: A majority of the funding for this project is scheduled for inclusion in the 2014 CIP. A Reimbursement Certificate will be issued in advance of the 2014 CIP.

[illegible]



GARLAND

PURCHASING

Executive Summary **Bid 3853-13** **West Pressure Plane Improvements Section II**

Recommended Vendor:

McMahon Contracting, LP

Total Recommended Award:

\$3,271,411.96

Basis for Award:

Best Value

Purpose:

The purpose of this contract is to provide West Pressure Plane Improvements from Old Orchard Drive to S. Fifth Street. Construction includes 7,330 linear feet of water line, 3,775 linear feet of sewer line, 1,415 linear feet of sewer pipe and all paving.

Evaluation:

Requests for Bids were issued in accordance with Purchasing procedures. Six (6) bids were received and evaluated based on stated evaluation criteria. McMahon Contracting, LP was the highest evaluated bidder with the lowest overall bid.

Recommendation:

Staff recommends awarding the contract to McMahon Contracting, LP.

Funding Information:

Water -	227- 4049-3022200-9203 - \$2,106,948.15
Wastewater -	237- 4149-3214900-9305 - \$ 819,428.14
Stormwater -	625-1409-1423004-9305 - \$ 345,035.67

Department Director:

Michael C. Polocek, P.E., Director of Engineering, 972-205-2178



GARLAND
PURCHASING

Bid No.: 3854-13
Agenda Item: 2c.
Meeting: Council
Date: 12/17/13

Purchasing Report

WEST PRESSURE PLANE IMPROVEMENTS - SECTION III OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide West Pressure Plane Improvements from Leon Drive to Old Orchard Drive. Construction includes approximately 13,410 linear feet of water line, 1,340 linear feet of sanitary sewer line, and all paving. Funding for this project was approved in the 2013 Capital Improvement Program. This project was approved in the 2013 Capital Improvement Program (CIP). However, majority of the funding is scheduled for inclusion in the 2014 CIP. With Council's approval, a Reimbursement Certificate will be issued in advance of the 2014 CIP.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Tri-Con Services, Inc.	All	\$4,057,000.00

TOTAL: \$4,057,000.00

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: 12/04/13

Date: 12/10/13

FINANCIAL SUMMARY:

Total Project/Account:	\$ 4,057,000
Expended/Encumbered to Date:	0
Balance:	\$ 4,057,000
This Item:	4,057,000
Proposed Balance:	\$ 0

Matt Watson	12-9-13
Budget Analyst	Date

Ron Young	12-9-13
Budget Director	Date

Operating Budget: ☐ CIP: ☒ Year: _____

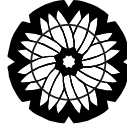
Document Location: W12, WW05, D01

Account #: 227-4049-3022200-9203 \$3,604,063.80
237-4149-3214900-9305 431,636.20
625-1409-1423004-9305 21,300.00

Fund/Agency/Project – Description:
Water/CIP/West Pressure Plan Improvements
Wastewater/CIP/Collection Mains
Drainage/CIP/Misc. Flooding

Comments: A majority of the funding for this project is scheduled for inclusion in the 2014 CIP. A Reimbursement Certificate will be issued in advance of the 2014 CIP.

[illegible]



GARLAND

PURCHASING

Executive Summary **Bid 3854-13** **West Pressure Plane Improvements Section III**

Recommended Vendor:

Tri-Con Services, Inc.

Total Recommended Award:

\$4,057,000.00

Basis for Award:

Best Value

Purpose:

The purpose of this contract is to provide West Pressure Plane Improvements from Leon Drive to Old Orchard Drive. Construction includes approximately 13,410 linear feet of water line, 1,340 linear feet of sanitary sewer line and all paving.

Evaluation:

Requests for Bids were issued in accordance with Purchasing procedures. Two (2) bids were received and evaluated based on stated evaluation criteria. Tri-Con Services, Inc. was the highest evaluated bidder and submitted the lowest overall bid.

Recommendation:

Staff recommends awarding this contract to Tri-Con Services, Inc.

Funding Information:

Water -	227- 4049-3022200-9203 - \$3,604,063.80
Wastewater -	237- 4149-3214900-9305 - \$ 431,636.20
Stormwater -	625-1409-1423004-9305 - \$ 21,300.00

Department Director:

Michael C. Polocek, P.E., Director of Engineering, 972-205-2178



GARLAND
PURCHASING

Bid No.: 4006-14
Agenda Item: 2d.
Meeting: Council
Date: 12/17/13

Purchasing Report

TERM CONTRACT FOR COMPRESSED GASES TERM CONTRACT

PURCHASE JUSTIFICATION:

The purpose of this Contract is to provide compressed gases on an as-needed basis to various City departments. The contract terms are for a period of one (1) year or expenditure of funds, whichever comes first, with four (4) optional renewals.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Airgas Central	All	\$127,150.10

TOTAL: \$127,150.10

BASIS FOR AWARD:

Lowest Responsible Bid

Submitted by:

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

Reviewed by:

William E. Dollar
City Manager

Date: 12/09/13

Date: 12/10/13

FINANCIAL SUMMARY:

Total Project/Account: \$ N/A

Expended/Encumbered to Date: N/A

Balance: \$ N/A

This Item: \$127,150

Proposed Balance: \$ N/A

Ron Tiffany 12/9/2013
Budget Analyst Date

Ron Young 12/9/2013
Budget Director Date

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

Document Location: various

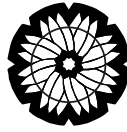
Account #: 451-6999

Fund/Agency/Project – Description:

Term Contract – Compressed gases
Various expense accounts

Comments:

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



GARLAND

PURCHASING

Executive Summary **Bid 4006-14** **Term Contract for Compressed Gases**

Recommended Vendor:

Airgas Central

Total Recommended Award:

\$127,150.10

Basis for Award:

Lowest Responsible Bid

Purpose:

The purpose of this contract is to provide compressed gases on an as-needed basis to various City departments. The term contracts are for a period of one year or expenditure of funds, whichever comes first, with four (4) optional renewals.

Evaluation:

Requests for Bids were issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated. While Airgas Central was not low on every line item, they submitted the lowest total bid. Airgas Central currently provides compressed gases for the City and has performed well.

Recommendation:

Staff recommends awarding the term contract for compressed gases to Airgas Central as the lowest responsible bidder.

Funding Information:

Blanket Account #451-6999. Proper departmental account numbers will be applied as contract releases are made.

Department Director:

Gary L. Holcomb, Director Materials Management, 972-205-2425



GARLAND
PURCHASING

Bid No.: 4054-14
Agenda Item: 2e.
Meeting: Council
Date: 12/17/13

Purchasing Report

CATERPILLAR BACKHOE OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to purchase a new Caterpillar Backhoe to be utilized for excavation by the Water Department in their daily operations. This equipment is available from Holt Cat through the BuyBoard Purchasing Cooperative Contract #424-13. Funding was approved in the 2013-14 Equipment Replacement Fund.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Holt Cat	1	\$101,570.00
TOTAL:		\$101,570.00

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

Reviewed by:

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

William E. Dollar
City Manager

Date: 12/04/13

Date: 12/10/13

FINANCIAL SUMMARY:

Total Project/Account: \$	183,634
Expended/Encumbered to Date:	81,270
Balance: \$	102,364
This Item:	101,570
Proposed Balance: \$	794

Ron Tiffany	12/05/13
Budget Analyst	Date

Ron Young	12/05/13
Budget Director	Date

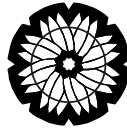
Operating Budget: ☒ CIP: ☐ Year: 2013-14

Document Location: Page 120

Account #: 444-4033-9009

Fund/Agency/Project – Description:
Equipment Replacement Fund (ERF) –
Replacement for Unit #400-144

Comments:



GARLAND

PURCHASING

Executive Summary
Bid 4054-14
Caterpillar Backhoe

Recommended Vendor:

Holt Cat

Total Recommended Award:

\$101,570.00

Basis for Award:

Cooperative Purchase

Purpose:

The purpose of this contract is to purchase a new Caterpillar Backhoe to be utilized for excavation by the Water Department in their daily operations.

Evaluation:

This equipment is available from Holt Cat through the BuyBoard Purchasing Cooperative Contract #424-13.

Recommendation:

Staff recommends purchasing the backhoe from Holt Cat.

Funding Information:

444-4033-9009

Department Director:

Terry Anglin, Fleet Director, 972-205-3524



GARLAND
PURCHASING

Bid No.: 4057-14
Agenda Item: 2f.
Meeting: Council
Date: 12/17/13

Purchasing Report

PURCHASE OF 911 DISPATCH CONSOLES **OPEN MARKET**

PURCHASE JUSTIFICATION:

This purchase will provide safe and ergonomic workstations for the Police Communications Center and improve working environment through better lighting and sound mitigation. Some of the existing consoles are not functioning properly and can no longer be serviced due to age. The consoles are available through the TXMAS Purchasing Cooperative Contract #5-71110180.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Evans Consoles	All	\$425,292.78

TOTAL: \$425,292.78

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

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

Reviewed by:

William E. Dollar
City Manager

Date: 12/04/13

Date: 12/10/13

FINANCIAL SUMMARY:

Total Project/Account: \$	715,000
Expended/Encumbered to Date:	189,899
Balance: \$	525,101
This Item:	425,293
Proposed Balance: \$	99,808

Matt Watson	12-9-13
Budget Analyst	Date

Ron Young	12-9-13
Budget Director	Date

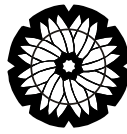
Operating Budget: ☐ CIP: ☒ Year: 2013

Document Location: Page PS09

Account #: 692-1299-1302500-7111

Fund/Agency/Project – Description:
Public Safety CIP / Police /
Communications 911 System

Comments:



GARLAND

PURCHASING

Executive Summary **Bid 4057-14** **Purchase of 911 Dispatch Consoles**

Recommended Vendor:

Evans Consoles

Total Recommended Award:

\$425,292.78

Basis for Award:

Cooperative Purchase

Purpose:

This purchase will provide safe and ergonomic workstations for the Police Communications Center and improve working environment through better lighting and sound mitigation. Some of the existing consoles are not functioning properly and can no longer be serviced due to age.

Evaluation:

The Police and Information Technology Departments evaluated providers of console furniture and communications center renovation. After extensive research of products, application, functionality and warranty service, Evans Consoles was chosen as the best solution. The consoles are available through the TXMAS Purchasing Cooperative Contract #5-71110180.

Recommendation:

Staff recommends purchasing the console furniture and ergonomic upgrades to from Evans Consoles.

Funding Information:

Public Safety Communications 911 System portion of the 2013 CIP Project Request.

Department Director:

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



GARLAND
PURCHASING

Bid No.: 4066-14
Agenda Item: 2g.
Meeting: Council
Date: 12/17/13

Purchasing Report

CATERPILLAR D8T BULLDOZER OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to purchase a Caterpillar D8T bulldozer and maintenance agreement for the Hinton Landfill. This equipment is being provided through the BuyBoard Purchasing Cooperative Contract #424-13. The capital request of \$948,000 will be funded using cash reserves. A Reimbursement Resolution will be issued allowing the reserves to be replenished in March 2014 when Certificates of Obligation are issued to fund the request and the remainder of the 2014 Capital Improvement Program.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Holt Cat	1	\$760,000.00
Holt Cat	2	188,000.00
	TOTAL:	\$948,000.00

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

Reviewed by:

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

William E. Dollar
City Manager

Date: 12/05/13

Date: 12/10/13

FINANCIAL SUMMARY:

Total Project/Account: \$ 948,000		Operating Budget: <input checked="" type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: 2013-14
Expended/Encumbered to Date: 0		Document Location: Pg. 130
Balance: \$ 948,000		Account #: 692-1609-1714914-9009 \$760,000 441-1350 \$188,000
This Item: 948,000		
Proposed Balance: \$ 0		Fund/Agency/Project – Description: Misc. CIP/Landfill/D8 Dozer Fleet Services/Parts and Maintenance
Matt Watson	12-9-13	Comments: A reimbursement resolution will be issued allowing funding in advance of the 2014 CIP.
Budget Analyst	Date	
Ron Young	12-9-13	
Budget Director	Date	

CITY OF GARLAND - BID RECAP SHEET
OPENED: 12/05/13
REQ. NO. PR 32378
BID NO. 4066-14
PAGE: 1 of 1
BUYER: T. Smith

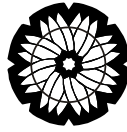
Holt Cat

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Ea.	Caterpillar D-8T Tractor for Landfill.	\$760,000.00	\$760,000.00						
2	1	Lt.	Maintenance agreement - 60 months/12,500 hours	\$188,000.00	\$188,000.00						
TOTAL GROSS PRICE				\$948,000.00							
CASH DISCOUNT											
TOTAL NET PRICE				\$948,000.00							
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											

NEXT LOW:
LOW: _____
SAVINGS: \$0.00

n/a # BidSync Notifications
n/a # BidSync HUBS
n/a # Direct Contact HUBS
n/a # HUBS Responded

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



GARLAND

PURCHASING

Executive Summary Bid 4066-14 Caterpillar D8T Bulldozer

Recommended Vendor:

Holt Cat (Bulldozer)	\$760,000.00
Holt Cat (Maintenance agreement)	\$188,000.00

Total Recommended Award:	\$948,000.00
---------------------------------	---------------------

Basis for Award:

Cooperative Purchase

Purpose:

The purpose of this contract is to purchase a Caterpillar D8T bulldozer with coinciding maintenance agreement for use at the Hinton Landfill.

Evaluation:

This bulldozer is provided by Holt Cat through the BuyBoard Purchasing Cooperative Contract #424-13.

Recommendation:

Staff recommends awarding the contract for a Caterpillar D8T bulldozer to Holt Cat.

Funding Information:

441-6999 (Advance CIP)

Department Director:

Terry Anglin, Fleet Director, 972-205-3524



GARLAND
PURCHASING

Bid No.: 4067-14
Agenda Item: 2h.
Meeting: Council
Date: 12/17/13

Purchasing Report

APOLLO WATER PUMP STATION PUMP REPAIR

PURCHASE JUSTIFICATION:

The purchase of this contract is to provide for the emergency repair of the Apollo Water Pump Station's Pump #3. This pump is an integral part of the Apollo Water Pump Station which delivers approximately 75% of the water consumed in the eastern part of the City. The pump was sent to Smith Pump Company, Inc. for repair after suffering a catastrophic failure.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Smith Pump Company	All	\$158,668.00
TOTAL:		<u>\$158,668.00</u>

BASIS FOR AWARD:

Emergency

Submitted by:

Reviewed by:

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

William E. Dollar
City Manager

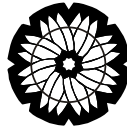
Date: 12/09/13

Date: 12/10/13

FINANCIAL SUMMARY:

Total Project/Account: \$ 1,732,042		Operating Budget: <input type="checkbox"/>	CIP: <input checked="" type="checkbox"/>	Year: 2013
Expended/Encumbered to Date: 1,573,374		Document Location: W05		
Balance: \$ 158,668		Account #: 227-4049-3019700		
This Item: 158,668		Fund/Agency/Project – Description: Water/CIP/Water Pump Station Repairs		
Proposed Balance: \$ 0				
Matt Watson	12-9-13	Comments: Funding is not approved in the 2013 CIP for these emergency repairs. A Reimbursement Certificate will be issued in advance of the 2014 CIP to fund this project.		
Budget Analyst	Date			
Ron Young	12-9-13			
Budget Director	Date			

[illegible]



GARLAND

PURCHASING

Executive Summary **Bid 4067-14** **Apollo Water Pump Station Pump Repair**

Recommended Vendor:

Smith Pump Company, Inc.

Total Recommended Award:

\$158,668.00

Basis for Award:

Emergency

Purpose:

The purpose of this contract is to provide for the emergency repair of the Apollo Water Pump Station's Pump #3. This pump is an integral part of the Apollo Water Pump Station which delivers approximately 75% of the water consumed in the eastern part of the City.

Evaluation:

The Apollo Water Pump Station Pump #3 was sent to Smith Pump Company, Inc. after suffering a catastrophic failure. Smith Pump Company, Inc. is an authorized repair facility and is therefore qualified to perform the necessary repairs.

Recommendation:

Staff recommends awarding the emergency repair contract to Smith Pump Company, Inc.

Funding Information:

CIP Project #227-4049-3019700

Department Director:

John Baker, P.E., Managing Director of Water Utilities, 972-205-3283



City Council Item Summary Sheet

☐ Work Session

Date: December 17, 2013

☒ Agenda Item

Neighborhood Vitality Grants

Summary of Request/Problem

Council was briefed at the December 3, 2013 Work Session regarding applications for Neighborhood Vitality Funding for the New World Crime Watch Group and Wellington Run HOA. The Community Services Committee had previously reviewed these applications recommended approval of both. Council directed that a resolution be brought forward to fund these applications.

Recommendation/Action Requested and Justification

Consider adoption of attached resolution.

Submitted By:

**Anita Russelmann
Planning Director**

Approved By:

**William E. Dollar
City Manager**

RESOLUTION NO. _____

A RESOLUTION APPROVING AND FUNDING THE 2013 NEIGHBORHOOD VITALITY MATCHING GRANT APPLICATIONS FOR THE SECOND APPLICATION CYCLE.

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

Section 1

The Neighborhood Vitality Matching Grant Applications attached hereto as Exhibit A and incorporated herein by reference, are hereby adopted and approved according to the program guidelines. These funds will be appropriated as part of the annual Capital Improvement Program.

Section 2

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

PASSED AND APPROVED this the 17TH day of December, 2013.

THE CITY OF GARLAND, TEXAS

BY: _____
Mayor

ATTEST:

City Secretary

EXHIBIT A

2013 NEIGHBORHOOD VITALITY MATCHING GRANT APPLICATIONS

Group Name	Project	Fund Request
New World Crime Watch	Sign Toppers and Speed Humps	\$8,595
Wellington Run HOA	Speed Humps	\$7,650



City Council Item Summary Sheet

☐ Work Session

Date: December 17, 2013

☒ Agenda Item

TxDOT Selective Traffic Enforcement Program Grant “FY 2014 Impaired Driving Mobilizations (IDM) Grant”

Summary of Request/Problem

Council is requested to adopt a resolution authorizing the City Manager to accept a State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization Grant related to Driving While Intoxicated (DWI) enforcement in the amount of \$37,998.11 for FY 2013 – 2014.

The required enforcement periods are scheduled to be conducted on the following dates:

- Christmas/New Year's Wave – December 13, 2013 to January 2, 2014;
- Spring Break Wave – March 7, 2014 to March 23, 2014;
- Independence Day Wave – June 27, 2014 to July 7, 2014; and
- Labor Day Wave – August 15, 2014 to September 2, 2014.

The grant will be utilized to provide a greater level of traffic safety for the citizens of the City of Garland. The goal of this grant is to increase the effective enforcement and adjudication of traffic safety-related laws; to reduce the overall number of fatal and serious crashes; and to reduce the number of DWI-related crashes, injuries, and fatalities.

This item was considered by Council at the December 16, 2013 Work Session.

Recommendation/Action Requested and Justification

Approve a resolution authorizing the City Manager to accept the State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization Grant for FY 2013 - 2014 in the amount of \$37,998.11.

Submitted By:

**Mitchel L. Bates
Chief of Police**

Approved By:

**William E. Dollar
City Manager**

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) - IMPAIRED DRIVING MOBILIZATION (IDM) GRANT IN THE AMOUNT OF \$37,998.11; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the Garland City Council hereby accepts a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program - Impaired Driving Mobilization Grant in the amount of \$37,998.11 for the purpose of enforcing Driving While Intoxicated (DWI) violations during the following four (4) separate enforcement waves:
Christmas/New Year's Wave - December 13, 2013 to January 2, 2014;
Spring Break Wave - March 7, 2014 to March 23, 2014;
Independence Day Wave - June 27, 2014 to July 7, 2014; and
Labor Day Wave - August 15, 2014 to September 2, 2014.

Section 2

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

☒ Agenda Item

Date: December 17, 2013

School Related Traffic Control

Summary of Request/Problem

This item was scheduled for consideration by Council at the December 16, 2013 Work Session.

The Transportation Department periodically conducts school safety studies to respond to identified problems. This year, these studies indicate that changes to traffic controls are needed on Firewheel parkway for students attending Harmony Science Academy.

The following changes are proposed:

Install a school zone on Firewheel Parkway 300 feet east and 300 feet west of Dalewood. A proposed crosswalk will be installed on Firewheel Parkway at Dalewood at Fairfield Drive and will be equipped with Rectangular Rapid Flashing Beacons (RRFB's).

Recommendation/Action Requested and Justification

Adopting the proposed school traffic control changes will enhance the safety of school children, parents, and motorists in the vicinity of Harmony Science Academy.

Submitted By:

Paul Luedtke
Director of Transportation

Approved By:

William E. Dollar
City Manager

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 33, "TRANSPORTATION", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY CLAUSE, A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Section 33.28(C) of Chapter 33, "Transportation", of the Code of Ordinances of the City of Garland, Texas, is hereby amended by adding the following:

"Firewheel Parkway 300 feet east of Dalewood Trail to
300 feet west of Dalewood Trail"

Section 2

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

Section 3

That Chapter 33, "Transportation", of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

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

Section 5

That this Ordinance shall be and become effective immediately upon and after its passage 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: December 17, 2013

☒ Agenda Item

Proposed Parking Restrictions on Wood Drive

Summary of Request/Problem

This item was scheduled for consideration by Council at the December 16, 2013 Work Session.

The Transportation Department received a complaint that tractor trailers parking on Wood Drive make it difficult for vehicles exiting north bound on Industrial to see traffic traveling both east and west on Wood Drive. Evaluation by staff confirmed that tractor trailers parking on Wood Drive does cause visibility to be obstructed. Restricting parking on Wood Drive approximately 300 feet both east and west of Industrial will increase visibility at that location.

Recommendation/Action Requested and Justification

Staff recommends adopting the proposed parking restriction. Restriction will increase visibility for vehicles exiting Industrial onto Wood Drive.

Submitted By:

Paul Luedtke
Director of Transportation

Approved By:

William E. Dollar
City Manager

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 33, "TRANSPORTATION", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY CLAUSE, A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Section 33.48(A) of Chapter 33, "Transportation", of the Code of Ordinances of the City of Garland, Texas, is hereby amended by adding the following:

"Wood Drive 300 feet east of Industrial South"
 Lane to 300 feet west of
 Industrial Lane

Section 2

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

Section 3

That Chapter 33, "Transportation", of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

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

Section 5

That this Ordinance shall be and become effective immediately upon and after its passage 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: December 17, 2013

☒ Agenda Item

Professional Services Retainer Agreement – Biosolids Rehabilitation and Odor Abatement Project – Rowlett Creek Wastewater Treatment Plant

Summary of Request/Problem

Funding for the final design of the Biosolids Rehabilitation and Odor Abatement Project is included in 2014 Capital Improvement Program.

Staff has negotiated a contract with Carollo Engineers, Inc. for an estimated amount of \$2,558,300.

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:

Professional Services Retainer Agreement

Exhibit "A" – Scope of Services

Submitted By:

Wes Kucera
Wastewater Treatment Director

Approved By:

William E. Dollar
City Manager

PROFESSIONAL SERVICES RETAINER AGREEMENT

This Agreement is made and entered into between the City of Garland, Texas ("City"), and Carollo Engineers, Inc. ("Engineer").

WITNESSETH

For and in consideration of the agreements contained herein, City and Engineer agree as follows:

1. **Retention of Engineer.** City hereby retains Engineer to provide engineering design services to create construction documents and specifications for Biosolids Rehabilitation and Odor Abatement (the "Project") as set forth in "Exhibit A" Scope of Services.
2. **Compensation.**
 - (A) City shall pay Engineer an amount not to exceed \$2,558,300 for the services of Engineer under this Agreement. This not to exceed amount is made up of \$2,263,300 for Basic Services, plus \$180,000 for Special Services, plus \$115,000 for Additional Services for unforeseen items that may arise. Payment for services shall be based upon the actual hours of services furnished, multiplied by Engineer's billing rates set forth in "Exhibit B". Engineer shall invoice City for services performed and no more frequently than every thirty (30) days.
 - (B) All actual, necessary and reasonable expenses incurred by Engineer in performing services under this Agreement, including but not limited to labor, travel, long distance telephone, fax, postage, copying costs and related business expenses, will be compensated as set forth in "Exhibit B".
3. **Time for Performance.** Engineer shall begin work under this Agreement in not more than ten (10) business days after receipt of a written notice to proceed. Notice to proceed shall be deemed to have been given upon the City's execution and return of a copy of the Agreement to Engineer. All work assigned to Engineer under this Agreement shall be performed with reasonable diligence in a timely manner.
4. **Information and Services Provided by Others.** The City shall provide Engineer, in a timely manner, any information reasonably necessary to perform the services contemplated by this Agreement. Engineer shall be able to rely on the accuracy of the information provided by the City and its representatives unless Engineer knows the information is inaccurate or its inaccuracy should have been apparent.
5. **Records and Billing.** Engineer shall maintain records of all work done on behalf of the City for which Engineer seeks payment. Bills for Engineer's services are payable within thirty (30) days of receipt by the City. Additional

charges for interest shall become due and payable at a rate of 1-1/2 percent per month (or the maximum percentage allowed by law, whichever is lower) on unpaid amounts. Any interest charges due from the City on past due invoices shall not be included in calculating the not-to-exceed amount of the Agreement. If the City fails to pay invoiced amounts within sixty (60) days after the delivery of invoice, Engineer, at its sole discretion, may suspend services hereunder or may initiate collections proceedings.

6. **Nondisclosure.** Engineer agrees that any reports, data, documentation or other information given to, prepared by or reviewed by it or its employees and agents under or in connection with this Agreement may be proprietary, competitive and confidential information. Engineer shall make every reasonable effort to maintain the confidentiality of such information and shall not sell, license, publish, display, distribute, disclose or otherwise make available such information of the City to any third party, nor use such information except as authorized by this Agreement, without the prior written consent of the City unless authorized or required by law, court order, or pursuant to a subpoena; provided, however, information will not be released pursuant to a subpoena without first providing the City notice of the subpoena and an opportunity to contest (at the City's sole expense) the release of the information.
7. **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. Contractor shall have responsibility for and control over the details and means for performing work. Anything in this Agreement that which may appear to give the City the right to direct Contractor as to the details of the performance of the work or to exercise a measure of control over Contractor, shall mean that Contractor shall follow the desires of the City only as to the intended results of the work. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Engineer.
8. **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 reasonable attorney's fees), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, to the extent caused by or resulting from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier, committed by Engineer or Engineer's agent, Engineer's Engineer under contract, or another entity over which Engineer exercises control, **BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE.**

9. **Termination.** Either party may terminate this Agreement at any time, at will and without cause, thirty (30) days after delivery of written notice of termination to the other party. In the event the City terminates this Agreement and Engineer is not in default or in breach of this Agreement, City agrees to pay Engineer for all services actually performed as of the day of termination provided that such services conform to the terms of this Agreement.
10. **Standard of Care.** Engineer will perform services under this Agreement with the degree of skill and diligence normally practiced by Engineers performing the same or similar services.
11. **Notices.** Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is posted in a U.S. mail receptacle, postage prepaid, to the address of the applicable party set out below such party's signature hereinbelow, if sent by mail. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party the last address of such party designated for notice shall remain such party's address notice.
12. **No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.
13. **Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.
14. **Waiver.** Either party shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.
15. **Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in Dallas County, Texas, and exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.
16. **Paragraph Headings: Construction.** The paragraph headings contained in this Agreement are convenience only and shall in no way enlarge or limit

the scope or meaning of the various and several paragraphs hereof. The parties acknowledge that they have read and participated in the presentation of this Agreement so that this Agreement shall not be construed either more or less strongly in favor of or against either party.

17. **Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.
18. **Counterparts.** This Agreement has been executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
19. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it is being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of an independent contractor.
20. **Exhibits.** All exhibits attached hereto are incorporated herein by reference for all purposes wherever reference is made to the same provided that, to the extent of any conflict between the term's of this Agreement and the terms of any exhibit, the terms of this Agreement shall control.
21. **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 Agreement. 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 Agreement) for any of the services performed by Engineer under or related to this Agreement. 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 Agreement.
22. **Ownership of Documents.** Upon completion or termination of this Agreement, 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.

23. Insurance.

- (A) Engineer shall maintain in effect, at its own expense, comprehensive general liability insurance (bodily injury and property damage) of one million dollars (\$1,000,000.00) aggregate coverage. Engineer shall obtain and thereafter maintain in effect, if available, such additional insurance as may be requested in writing by the City, the cost of which shall be reimbursed by the City.
- (B) Engineer shall provide workers compensation insurance for its employees and employer's liability insurance of one million dollars (\$1,000,000.00). Engineer agrees to hold harmless and indemnify the City, its officers, agents, employees and volunteers, for any claims arising out of any injury, disability, or death of any of Engineer's employees.
- (C) Prior to the commencement of the Work under this Agreement, Engineer shall obtain professional liability insurance coverage in an amount of at least \$500,000.00 aggregate per year, covering the services provided under this Contract. Engineer shall maintain such coverage during all phases of the Work and for one (1) year after its completion. 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.
- (D) Engineer shall maintain, during the term of this agreement, commercial automobile liability insurance to provide coverage for owned, non-owned, and hired autos for all vehicles brought onto City property. Automobile insurance shall contain minimum limits of \$500,000.00 per occurrence for bodily injury and property damage, and shall be written with a company authorized to transact business in the State of Texas.
- (E) Engineer shall require any of its subcontractors or sub-subcontractor providing service or performing work for which Engineer is responsible under this Agreement to secure and maintain insurance of the types and in the amounts required under (A) through (D) above.

24. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party 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 dispute. (3) If those persons cannot or do not resolve the dispute, 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 dispute.

25. **Disclosure of Business Relationships/Affiliations: Conflict of Interest Questionnaire.** Engineer represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.
26. **Access.** City will provide Engineer, Engineer's subcontractors and sub-subcontractors access to enter upon City property as reasonably necessary to perform the services contemplated herein. While on the City's premises, all Engineer's employees, subcontractors and sub-subcontractors shall confine themselves to areas designated by the City and will be subject to the City's security, badge and pass requirements, if any, in effect at such premises. Engineer acknowledges that the premises upon which the work is to be performed are municipally-owned and operated wastewater treatment plants of the City that must continue to operate for their intended purposes while the services are being performed. Engineer agrees that its performance of the services will be planned and prosecuted in a manner to cause as little disruption to the operation of the plants as possible.
27. **Third Parties.** The services to be performed by Engineer are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on Engineers performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.
28. **Entire Understanding.** This document and any exhibits constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effort.

EXECUTED this _____ day of _____, 2013

CITY:

CITY OF GARLAND, TEXAS

ENGINEER:

Carollo Engineers, Inc.

ADDRESS FOR NOTICE/PHONE

CITY

City of Garland
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Attn: City Manager

Phone: (972) 205-2472
(972) 205-2504 [FAX]

with a copy to:

Office of the City Attorney
200 N. Fifth Street, 4th floor
P.O. Box 469002
Garland, Texas 75046-9002

Phone: (972) 205-2380
(972) 205-2389 [FAX]

ENGINEER

Carollo Engineers, Inc.
14785 Preston Road
Suite 950
Dallas, TX 75254
Attn: Rudy E. Kilian, P.E., PMP

Phone: (972)-239-9949
(972)-239-9117 [FAX]

EXHIBIT A
SCOPE OF SERVICES

BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

A. BASIC SERVICES

The City of Garland (City) hereby retains Carollo Engineers (Engineer) to provide consulting engineering services to complete the Biosolids Rehabilitation and Odor Abatement (the "Project") Improvements at the Rowlett Creek Wastewater Treatment Plant (RCWWTP). The Project will upgrade the existing dewatering facilities to improve plant operability, prevent odor generation, and reduce the volume of solids for disposal.

B. PURPOSE

The purpose of this Exhibit A is to establish the scope of services and time of performance for design services to prepare bid documents and specifications necessary to obtain bids from qualified contractors to perform work associated with the Project.

C. PROJECT DESCRIPTION

Engineering plans and specifications prepared in connection with this contract shall contemplate the following:

1. Plant Site:
 - a. General paving and grading improvements in the vicinity of the Dewatering Building and work areas around the RCWWTP anaerobic digesters.
 - b. Yard piping.
 - c. Demolition of existing sludge transfer line from the anaerobic digesters to the Dewater Building.
 - d. Installation of new sludge transfer line from the anaerobic digesters to the Dewatering Building.
 - e. Confirm size and condition of centrate line from the Dewatering Building to the headworks and replace as needed.
2. Duck Creek Wastewater Treatment Plant (DCWWTP) Sludge Holding Tanks to include:
 - a. General paving and grading improvements in the vicinity of the work areas around the DCWWTP sludge holding tanks.
 - b. Installation of new mixing/aeration system in each tank.
 - c. Installation of new tank covers in each tank.

EXHIBIT A
SCOPE OF SERVICES

BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

- d. Construction of a new aeration blower building with two aeration blowers.
 - e. Installation of liquid surface level sensors in each tank.
 - f. Installation of odor control system.
3. Sludge Thickening Facility:
- a. Demolition of the two existing gravity belt thickeners.
 - b. Installation of two new thickening units.
 - c. Installation of two thickened sludge pumps.
 - d. Installation of three dewatering feed pumps.
 - e. Structural modifications as needed for new equipment.
4. RCWWTP Sludge Holding Tanks No. 1 and 2:
- a. Demolition of covers in two existing anaerobic digesters.
 - b. Installation of aeration/mixing system in two existing anaerobic digesters.
 - c. Installation of new tank covers in tanks No. 1 and 2.
 - d. Installation of liquid surface level sensors in two tanks.
 - e. Installation of new odor control system.
5. RCWWTP Sludge Holding Tanks No. 3 and 4 (Additive bid alternate):
- a. Demolition of covers in two existing anaerobic digesters.
 - b. Installation of aeration/mixing system in two existing anaerobic digesters.
 - c. Installation of new tank covers in tanks No. 3 and 4.
 - d. Installation of liquid surface level sensors in two tanks.
 - e. Installation of new odor control system.
6. Aerated Sludge Holding Tank Blower Building:
- a. Demolition of existing sludge transfer pumps.
 - b. Demolition of existing sludge heating and recirculation system.

EXHIBIT A
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BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

- c. Installation of aeration blowers No. 1, 2, and 3.
- d. Installation of two aeration blowers No. 4 and 5 (Additive bid alternate).
- e. Installation of three new thickening feed pumps.
- f. Structural modifications as needed for new equipment.
- g. Installation of new ventilation system for code compliance.

7. Dewatering Facility:

- a. Demolition of existing belt filter presses.
- b. Demolition of existing bridge crane.
- c. Demolition of truck loading facilities.
- d. All demolition to be sequenced with installation of new equipment.
- e. Installation of three new high-speed dewatering centrifuges.
- f. Installation of a new dewatered sludge cake conveyance (shaftless screw conveyors) from centrifuges to main conveyor.
- g. Installation of new bridge crane.
- h. Structural modifications (within existing building), as needed, for new equipment.
- i. Architectural improvements of dewatering building (Additive bid alternate)

8. Polymer Feed System:

- a. Demolition of existing polymer feed equipment.
- b. All demolition to be sequenced with installation of new equipment for continuous operation.
- c. New liquid polymer system for sludge dewatering.
- d. General building improvements.

9. Dewatering/Thickening Building Ventilation and Odor Control:

- a. Demolition of existing equipment within mechanical room.
- b. Demolition of ventilation louvers and filters for air intake.

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BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

- c. Demolition of existing ventilation and ductwork.
- d. All demolition to be sequenced with installation of new equipment for continuous operation.
- e. Installation of new air supply and exhaust fans.
- f. Installation of new FRP ductwork.
- g. Installation of new odor control system.
- h. Existing building heating system to be reused or replaced as needed.

10. Cake Storage and Truck Loading:

- a. Installation of conveyor from Dewatering Building to cake storage area.
- b. Installation of cake storage silo.
- c. Construction of truck loading station.
- d. Installation of new truck scale.
- e. Odor control system.

11. Electrical and Controls:

- a. New lighting for aeration blower building at DCWWTP sludge holding tanks area (Scope Development ONLY).
- b. New lighting as needed for Dewatering Building.
- c. New lighting as needed for RCWWTP sludge holding tank area.
- d. New lighting as needed for aeration blower building (former digester control building).
- e. Electrical and control system improvements for DCWWTP mixing/aeration system (Additive bid alternate).
- f. Electrical and control system improvements for RCWWTP mixing/aeration system.
- g. Electrical and control system improvements for the thickener feed pumping system.

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BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

- h. Electrical and control system improvements for the dewatering feed pumping system.
- i. Electrical and control system improvements for Thickening.
- j. Electrical and control system improvements for Dewatering.
- k. Electrical and control system improvements for Polymer Facility.
- l. Electrical and control system improvements for Dewatering Building ventilation and odor control.
- m. Electrical and control system for the cake storage and truck loading facility.

D. TASKS

TASK 1.0 SITE INSPECTION

Engineer will make site visits with discipline teams to review structural, mechanical, architectural, and electrical issues to be addressed in the Project, more specifically for the project elements defined in Section 3.0 Project Description.

TASK 2.0 DESIGN DOCUMENTATION

Engineer will prepare a Basis of Design Memorandum (BDM), a Thickening Alternatives Evaluation Technical Memorandum (TM), and a Centrifuge Pilot Results TM to document the basis of design. The BDM and TMs will be compiled into a binder on completion of the work to form the Preliminary Design Report.

2.1 BDM

Engineer will prepare a BDM that includes the following facilities:

1. DCWWTP Sludge Holding Tanks (Additive bid alternate).
2. Sludge Thickening Facility.
3. RCWWTP Sludge Holding Tanks No. 1 and 2.
4. RCWWTP Sludge Holding Tanks No. 3 and 4 (Additive bid alternate).
5. Aeration Blower Building (existing digester control building).

EXHIBIT A
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BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

6. Dewatering Facility.
7. Polymer Feed System.
8. Ventilation and Odor Control.
9. Cake Storage and Truck Loading.
10. Electrical, Instrumentation, and Controls.

2.2 Thickening System TM

This TM will document the basis of design for the thickening facilities. This TM will present the results of the sludge thickening alternatives evaluation. Four sludge thickening technologies will be evaluated: existing GBTs, new rotary drum thickeners, new thickening centrifuges, and new membrane thickening.

2.3 Centrifuge Pilot Test Results TM

As part of the Centrifuge Evaluation Study, Requests for Proposals were sent to centrifuge manufacturers and four manufacturers performed on-site pilot tests with their equipment. The evaluation of the pilot test results will be performed under this project.

1. Engineer will evaluate the pilot testing results and update the initial analysis (capital cost and life cycle cost) to identify the preferred centrifuge manufacturer.
2. Engineer will provide a summary report to the CITY, recommending one manufacturer to provide the centrifuge equipment. Services associated with any protests by equipment manufacturers are not covered by this Scope of Work.
3. Engineer will work with the recommended centrifuge manufacturer and CITY to obtain guaranteed pricing for the selected centrifuge.

TASK 3.0 PREPARATION OF CONTRACT DOCUMENTS

Using information developed in Tasks 1.0, 2.0 and 3.0, Engineer will prepare contract documents (plans and specifications) for construction of Biosolids Rehabilitation and Odor Abatement Improvements. Plans and specifications will be prepared in accordance with the standard of care for public works construction. Engineer and CITY mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

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BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

Performance specifications will be provided for landscaping irrigation and fire protection systems.

The facilities will be designed in accordance with the latest editions of the pertinent codes and regulations, as adopted by CITY, or as agreed to by CITY and ENGINEER at the beginning of the Project. Changes in codes and regulations, which occur after the notice to proceed, may be considered a change in scope.

Contract documents will be prepared based on one set of bid documents for the entire project.

3.1 Drawings

Full sized Engineering Drawings will be prepared on 22-inch by 34-inch format. Electronic files of the plan sheets will be provided to CITY as PDF files on completion of design. Half size drawings will be 11-inch by 17-inch format.

3.2 Specifications

Technical Specifications will be prepared in CSI format. Engineer will prepare the Technical Specifications to support the necessary improvements detailed in the project elements.

3.3 Submittal of Plans and Specifications

Engineer will prepare submittals to obtain review comments from CITY staff. The Engineer will respond to all written comments and incorporate comments where appropriate. The planned submittals are:

1. Fifty (50) Percent Design Submittal – The Engineer shall prepare and submit plans and specifications at the 50 percent level of completion. The 50 Percent Design Submittal shall include the various discipline plans, technical specifications, and typical details as appropriate to the level of design at the time of the submittal. A copy of the Preliminary Design Report Submittal comments shall be provided with the 50 Percent Design Submittal.
2. Ninety (90) Percent Design Submittal – The Engineer shall prepare and submit plans and specifications at the 90 percent level of completion. The 90 Percent Design Submittal shall include the various discipline plans, technical specifications, and typical details as appropriate to the level of design at the time of the submittal, and shall essentially represent the Contract Documents ready to bid. A copy of the 50 Percent Design Submittal comments shall be provided with the 90 Percent Design Submittal.

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3. Final Design Submittal – The Engineer shall prepare and submit plans and specifications at the 100 percent level of completion. The Final Design Submittal shall represent the Contract Documents ready to bid. A copy of the 90 Percent Design Submittal comments shall be provided with the Final Design Submittal.

3.4 Opinion of Probable Cost

Engineer will prepare an opinion of construction cost that will be updated at the 50, and 90 percent submittals. Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on experience and judgment. Engineer cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by the Engineer.

TASK 4.0 CONSTRUCTION PHASE SERVICES

The following are services to be performed by Engineer during construction phase:

4.1 Project Management

The Engineer will manage and control professional services to provide efficient completion of the project. Under this task we will provide the following documents:

1. Monthly Project Invoices
2. Monthly Decisions Logs / Action Item List Updates

4.2 Bid Period Questions

Engineer will assist the CITY's Purchasing Office to answer questions and provide support to the CITY during the Bid Period. All questions will be documented and answered in writing on a standard Project Information Request Form. These forms will be forwarded to the CITY for review and all parties on the Plan Holders List.

4.3 Addenda

Engineer will prepare Addenda required for technical clarification, and submit to CITY to issue Addenda to all parties on the Plan Holders List.

4.4 Prebid Conference

Engineer will prepare an agenda and assist CITY's Purchasing Office to conduct a Prebid Conference. The notice for the Prebid Conference will be included in the Contract

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BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

Documents. Engineer's design and construction staff will attend the Prebid Conference and will prepare minutes of the meeting. The meeting minutes will be forwarded to the CITY for review and will be distributed to all parties on the Plan Holders List.

4.5 Evaluation of Bids and Recommendation of Bid Award

Engineer will review bid responses and will prepare a written evaluation and recommendation for award. As a minimum, the review shall examine previous project history (client references provided with bid) and proposed staff.

4.6 Submittals

Engineer will review Contractor's submittals in accordance with the Contract Documents. Submittals include shop drawings, diagrams, illustrations, catalog data, schedules, samples, results of tests and inspections, manufacturer's operation and maintenance manuals, and other data which the Contractor is required to submit. These shall be reviewed for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviated from the contract documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the Contractor of his full responsibility for contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, and/or omissions between the submittals and the contract requirements. Reviews in excess of the initial review and one re-submittal will be performed as a special service as described herein. Maintain log of submittals.

4.7 Construction Schedule

Engineer will review and comment on future Contractor's proposed construction schedule and the proposed schedule of values. Evaluate for proper distribution of costs and for appropriate and likely completion of the work within the milestones stipulated in the Contract.

4.8 Factory Tests

Engineer will evaluate and provide recommendations regarding factory and/or field test data of key equipment.

4.9 Monthly Schedules and Progress Payments:

Engineer will review monthly construction schedules and progress payments submitted by Contractor and provide recommendations to OWNERs staff.

4.10 Equipment O&M Manuals

Engineer will review preliminary and final O&M manuals submitted for each piece of new equipment provided under this project. Verify that preventive maintenance and

EXHIBIT A
SCOPE OF SERVICES

BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

recommended spare parts are included in the manuals. Require that Contractor submit the O&M manuals in Adobe Acrobat .pdf compatible format.

4.11 Requests for Information

Engineer will provide responses to RFIs for clarification of plans and specifications within seven (7) calendar days. Maintain log of all RFIs received. Provide revised specifications and/or plans as required for clarification. Provide the revised documents within fifteen (15) days when design revisions are due to lack of clarity or omission from the contract documents.

Provide consultation and written response regarding Contractor's potential non-performance and requests for change orders and/or claims for additional compensation.

4.12 Construction Meetings

Preconstruction Meeting:

Engineer will assist City in conducting the pre-construction meeting and provide meeting minutes to the City.

Monthly Construction Meetings: Engineer will visit the project site during the monthly project meetings to review the Contractor's progress and the quality of the work and to attempt to determine in general if the work is being constructed in general conformance with the Contract Documents. In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of Contractor. The Engineer will report any defects or deficiencies to the City immediately; however, it is understood that the Engineer does not guarantee the Contractors' performance nor is the Engineer responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. Engineer shall not be responsible for the acts or omissions of the Contractor while performing any of the work of the project. The Engineer will prepare the agenda and the meeting minutes. This Scope of Work is based upon the need for eighteen (18) monthly meetings.

4.13 Project Closeout:

Engineer will assist City in final construction walk-through and punch list. Engineer field staff will have conducted preliminary walk-through and prepared preliminary punch lists.

4.14 Construction Inspection

Engineer shall provide periodic spot construction inspection. This Scope of Work provides for six (6) trips for periodic inspection.

4.15 Contract Modifications

Alternative Construction Methods: Engineer review of alternative construction methods is considered a special service and shall be negotiated with the City/CONTRACTOR as part of a change order request.

EXHIBIT A
SCOPE OF SERVICES

BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

4.16 Contractor Change Order Proposals:

Engineer will review and provide the City with recommendations on Contractor's change order proposals.

4.17 Record Documents

Bid Documents: Engineer will provide copies of the contract documents – three sets of technical specifications, two sets of half-sized plans and two (2) sets of full-sized plans.

Record Drawings: Engineer will revise previously conformed contract plans and specifications to reflect information provided from contractors and inspectors on changes made during the construction phase of the project. Provide one (1) full-sized hardcopy set of the drawings and a PDF copy of the revised drawings in a half-size format. Also, provide a CD with PDF copies of the specifications.

TASK 5.0 SPECIAL SERVICES

The following shall be considered Special Services under this contract:

5.1 Surveying

Engineer will retain the services of a subconsultant, Jaster-Quintanilla and Associates, Inc. to provide site surveying. Services will include a standard site and topographic survey of the Project site.

5.2 Geotechnical Investigations

Engineer will retain the services of a subconsultant, LandTec Engineers, LCC. to provide a geotechnical investigations report and foundation recommendations for the structural modifications at the Dewatering Building and truck loading area.

5.3 Odor Control

Engineer will retain the services of Perkins Engineering Engineers, Inc. to design the odor control improvements and update the RCWWTP odor dispersion model.

5.4 Electrical

Engineer will retain the services of Gupta and Associates, Inc. to design the electrical improvements.

EXHIBIT A
SCOPE OF SERVICES

BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

TASK 6.0 SITE VISITS

Engineer will identify other similar facilities and arrange two site visits for up to four CITY staff. Travel costs for CITY staff (up to four) and Carollo technical leads are included in the budget and will be billed on a time and material basis.

TASK 7.0 PROJECT QUALITY MANAGEMENT SERVICES

Engineer will manage professional services to complete the project. These services will include preparation of invoices, progress reports, and directing staff and internal resources in a manner so that project milestones and deliverables are met as scheduled. The tasks associated with managing the project are as follows:

7.1 Project Plan

Engineer will prepare a Project Plan that identifies the project goals, contact information, and project standard procedures to maintain the project team focused on delivering a high quality project.

7.2 Project Meetings

Engineer will conduct project meetings to obtain key decisions and input from the CITY staff. Engineer will be responsible for developing agendas, preparing the material (as needed to achieve the workshop objectives), and preparing meeting minutes within one week after the meeting date. Minutes will include a list of action items and a decision log that will be distributed to the project team after the meeting. The project will consist of meetings as follows:

1. Project Kickoff – Review of Project Scope.
2. Equipment Selection Workshop – Holding tank mixing/aeration, sludge thickening, dewatering, cake loading, and odor control facilities.
3. Construction Sequencing and Review Preliminary Design Report.
4. Review 50 Percent Design Submittal.
5. Review 90 Percent Design Submittal.
6. Project Progress Monitoring and Status Reports

Engineer will monitor project progress. Engineer will prepare project invoices, together with a progress report and will submit these on a monthly basis to the CITY.

EXHIBIT A
SCOPE OF SERVICES

BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

7.3 Subconsultant Management

Engineer will obtain the services of Subconsultants to perform the following "SPECIAL SERVICES"; provided, however, Engineer shall remain responsible for the services provided and performance of Subconsultants under this contract:

1. Surveying.
2. Geotechnical Investigations.
3. Odor control
4. Electrical.

7.4 Quality Management

Engineer will manage and be responsible for the quality of the project deliverables throughout the development of the project. Specific activities that Engineer may undertake, with approval of CITY to ensure the quality of the project, include the following:

1. Peer review of planning concepts by members of Engineer's senior staff.
2. Constructability Review.
3. Operations Review.
4. Quality check of 90% submittal performed by a team of qualified senior staff not associated with the project delivery.

7.5 TCEQ Coordination

Prepare a summary transmittal letter to TCEQ to comply with TCEQ Chapter 217 requirements. Bid-ready contract documents will be submitted to TCEQ if required to complete TCEQ review.

7.6 Project Deliverables

Deliverables for this project include the following and will be ENGINEER-Sealed Documents as required by Texas law,

1. Project Plan: six (6) copies will be provided.
2. Monthly Project Progress Reports and Invoices: one (1) copy of the invoice to be provided each month to the CITY's Project Manager.

EXHIBIT A
SCOPE OF SERVICES

BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

3. Meeting Agendas, Meeting Minutes, and Formal Review Comments: send PDF files by e-mail.
4. Preliminary Design Report including the BDM, Thickening Systems TM, and Centrifuge Pilot Results Evaluation: six (6) hard copies and one (1) electronic copy in Adobe PDF format.
5. 50 Percent Design Submittal: six (6) sets of half size Drawings, and six (6) sets of Specifications, one (1) CD with PDF of Drawings and Specifications, and six (6) copies of the updated Opinion of Probable Construction Costs for CITY review.
6. 90 Percent Design Submittal: six (6) sets of half size Drawings, and six (6) sets of Specifications, one (1) CD with PDF of Drawings and Specifications, and six (6) copies of the updated Opinion of Probable Construction Costs for CITY review.
7. Bid Package Submittal: two (2) sets of half size Drawings, two (2) sets of Specifications, and one (1) CD with PDF of Drawings and Specifications.
8. Submit Construction Documents for TCEQ approval, as needed.

E. ITEMS NOT INCLUDED IN SCOPE OF SERVICES

1. Cost of permit applications/plan review by permitting agency.
2. Cost of reissuing or redesigning project elements due to project cost.
3. Costs associated with response or rework for value engineering and/or external peer reviews.
4. Cost of on-site resident project representative (RPR).

Engineer under a separate Contract Amendment may provide Construction Phase Services to the extent not otherwise provided for in this agreement.

F. TIME OF PERFORMANCE

ENGINEER shall commence work immediately following authorization to proceed.
ENGINEER agrees to deliver all work for design services within 480 calendar days after authorization to proceed.

EXHIBIT A
SCOPE OF SERVICES

BIOSOLIDS REHABILITATION AND ODOR ABATEMENT

PROJECT SCHEDULE	
Milestone	Weeks Following Notice to Proceed
Kick-Off Meeting/Design Development	2
Centrifuge Pilot Test Results Evaluation	8
Preliminary Design Report	26
50% Submittal	42
90% Submittal	56
Final Submittal/Bid Sets	66
Estimated Construction Period	18 months

Engineer and CITY mutually agree that they will work toward meeting the above schedules.



City Council Item Summary Sheet

☐ Work Session

Date: December 17, 2013

☒ Agenda Item

Professional Services Retainer Agreement – 2.5 Million Gallon Composite Elevated Storage Tank – Southwest Corner of McCree Rd. and Leon Rd.

Summary of Request/Problem

Funding for the final design of the new 2.5 Million Gallon Composite Elevated Storage Tank as Section 2 of the West Pressure Plane Improvements was included in 2013 Capital Improvement Program.

Staff has negotiated a contract with Neel-Schaffer, Inc. for an estimated amount of \$402,500.

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:

Professional Services Retainer Agreement

Exhibit "A" – Scope of Services

Location Map

Submitted By:

John Baker
Managing Director
Water Utilities

Approved By:

William E. Dollar
City Manager

PROFESSIONAL SERVICES RETAINER AGREEMENT

This Agreement is made and entered into between the City of Garland, Texas ("City"), and Neel-Schaffer, Inc. ("Engineer").

WITNESSETH

For and in consideration of the agreements contained herein, City and Engineer agree as follows:

1. **Retention of Engineer.** City hereby retains Engineer to provide engineering design services to create construction documents and specifications for a new 2.5 Million Gallon Composite Elevated Storage Tank (the "Project") as set forth in "Exhibit A" Scope of Services. Proposed Storage Tank location is the southwest corner of McCree Road and Leon Road.
2. **Compensation.**

(A) City shall pay Engineer an amount not to exceed \$402,500 for the services of Engineer under this Agreement. This not to exceed amount is made up of \$328,100 for Basic Services, plus \$29,400 for Security and Telecom requirements, plus \$45,000 for Additional Services for unforeseen items that may arise. Payment for services shall be based upon the actual hours of services furnished, multiplied by Engineer's billing rates set forth in "Exhibit B". Engineer shall invoice City for services performed and no more frequently than every thirty (30) days.

(B) All actual, necessary and reasonable expenses incurred by Engineer in performing services under this Agreement, including but not limited to labor, travel, long distance telephone, fax, postage, copying costs and related business expenses, will be compensated as set forth in "Exhibit B".
3. **Time for Performance.** Engineer shall begin work under this Agreement in not more than ten (10) business days after receipt of a written notice to proceed. Notice to proceed shall be deemed to have been given upon the City's execution and return of a copy of the Agreement to Engineer. All work assigned to Engineer under this Agreement shall be performed with reasonable diligence in a timely manner.
4. **Information and Services Provided by Others.** The City shall provide Engineer, in a timely manner, any information reasonably necessary to perform the services contemplated by this Agreement. Engineer shall be able to rely on the accuracy of the information provided by the City and its representatives unless Engineer knows the information is inaccurate or its inaccuracy should have been apparent.

5. **Records and Billing.** Engineer shall maintain records of all work done on behalf of the City for which Engineer seeks payment. Bills for Engineer's services are payable within thirty (30) days of receipt by the City. Additional charges for interest shall become due and payable at a rate of 1-1/2 percent per month (or the maximum percentage allowed by law, whichever is lower) on unpaid amounts. Any interest charges due from the City on past due invoices shall not be included in calculating the not-to-exceed amount of the Agreement. If the City fails to pay invoiced amounts within sixty (60) days after the delivery of invoice, Engineer, at its sole discretion, may suspend services hereunder or may initiate collections proceedings.
6. **Nondisclosure.** Engineer agrees that any reports, data, documentation or other information given to, prepared by or reviewed by it or its employees and agents under or in connection with this Agreement may be proprietary, competitive and confidential information. Engineer shall make every reasonable effort to maintain the confidentiality of such information and shall not sell, license, publish, display, distribute, disclose or otherwise make available such information of the City to any third party, nor use such information except as authorized by this Agreement, without the prior written consent of the City unless authorized or required by law, court order, or pursuant to a subpoena; provided, however, information will not be released pursuant to a subpoena without first providing the City notice of the subpoena and an opportunity to contest (at the City's sole expense) the release of the information.
7. **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. Contractor shall have responsibility for and control over the details and means for performing work. Anything in this Agreement that which may appear to give the City the right to direct Contractor as to the details of the performance of the work or to exercise a measure of control over Contractor, shall mean that Contractor shall follow the desires of the City only as to the intended results of the work. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Engineer.
8. **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 reasonable attorney's fees), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, to the extent caused by or resulting from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier, committed by Engineer or Engineer's agent, Engineer's Engineer under contract, or another entity over

which Engineer exercises control, BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE.

9. **Termination.** Either party may terminate this Agreement at any time, at will and without cause, thirty (30) days after delivery of written notice of termination to the other party. In the event the City terminates this Agreement and Engineer is not in default or in breach of this Agreement, City agrees to pay Engineer for all services actually performed as of the day of termination provided that such services conform to the terms of this Agreement.
10. **Standard of Care.** Engineer will perform services under this Agreement with the degree of skill and diligence normally practiced by Engineers performing the same or similar services.
11. **Notices.** Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is posted in a U.S. mail receptacle, postage prepaid, to the address of the applicable party set out below such party's signature hereinbelow, if sent by mail. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party the last address of such party designated for notice shall remain such party's address notice.
12. **No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.
13. **Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.
14. **Waiver.** Either party shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.
15. **Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in Dallas County, Texas, and exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

16. **Paragraph Headings: Construction.** The paragraph headings contained in this Agreement are convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. The parties acknowledge that they have read and participated in the presentation of this Agreement so that this Agreement shall not be construed either more or less strongly in favor of or against either party.
17. **Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.
18. **Counterparts.** This Agreement has been executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
19. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it is being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of an independent contractor.
20. **Exhibits.** All exhibits attached hereto are incorporated herein by reference for all purposes wherever reference is made to the same provided that, to the extent of any conflict between the term's of this Agreement and the terms of any exhibit, the terms of this Agreement shall control.
21. **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 Agreement. 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 Agreement) for any of the services performed by Engineer under or related to this Agreement. 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 Agreement.
22. **Ownership of Documents.** Upon completion or termination of this Agreement, 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.

23. Insurance.

- (A) Engineer shall maintain in effect, at its own expense, comprehensive general liability insurance (bodily injury and property damage) of one million dollars (\$1,000,000.00) aggregate coverage. Engineer shall obtain and thereafter maintain in effect, if available, such additional insurance as may be requested in writing by the City, the cost of which shall be reimbursed by the City.
- (B) Engineer shall provide workers compensation insurance for its employees and employer's liability insurance of one million dollars (\$1,000,000.00). Engineer agrees to hold harmless and indemnify the City, its officers, agents, employees and volunteers, for any claims arising out of any injury, disability, or death of any of Engineer's employees.
- (C) Prior to the commencement of the Work under this Agreement, Engineer shall obtain professional liability insurance coverage in an amount of at least \$500,000.00 aggregate per year, covering the services provided under this Contract. Engineer shall maintain such coverage during all phases of the Work and for one (1) year after its completion. 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.
- (D) Engineer shall maintain, during the term of this agreement, commercial automobile liability insurance to provide coverage for owned, non-owned, and hired autos for all vehicles brought onto City property. Automobile insurance shall contain minimum limits of \$500,000.00 per occurrence for bodily injury and property damage, and shall be written with a company authorized to transact business in the State of Texas.
- (E) Engineer shall require any of its subcontractors or sub-subcontractor providing service or performing work for which Engineer is responsible under this Agreement to secure and maintain insurance of the types and in the amounts required under (A) through (D) above.

24. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party 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 dispute. (3) If those persons cannot or do not resolve the dispute, 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 dispute.

25. **Disclosure of Business Relationships/Affiliations: Conflict of Interest Questionnaire.** Engineer represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.
26. **Access.** City will provide Engineer, Engineer's subcontractors and sub-subcontractors access to enter upon City property as reasonably necessary to perform the services contemplated herein. While on the City's premises, all Engineer's employees, subcontractors and sub-subcontractors shall confine themselves to areas designated by the City and will be subject to the City's security, badge and pass requirements, if any, in effect at such premises. Engineer acknowledges that the premises upon which the work is to be performed are municipally-owned and operated wastewater treatment plants of the City that must continue to operate for their intended purposes while the services are being performed. Engineer agrees that its performance of the services will be planned and prosecuted in a manner to cause as little disruption to the operation of the plants as possible.
27. **Third Parties.** The services to be performed by Engineer are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on Engineers performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.
28. **Entire Understanding.** This document and any exhibits constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effort.

EXECUTED this _____ day of _____, 2013

CITY:

CITY OF GARLAND, TEXAS

ENGINEER:

Neel-Schaffer, Inc.

ADDRESS FOR NOTICE/PHONE

CITY

City of Garland
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Attn: City Manager

Phone: (972) 205-2472
(972) 205-2504 [FAX]

with a copy to:

Office of the City Attorney
200 N. Fifth Street, 4th floor
P.O. Box 469002
Garland, Texas 75046-9002

Phone: (972) 205-2380
(972) 205-2389 [FAX]

ENGINEER

Neel-Schaffer, Inc.
2501 Ave. J
Suite 120
Arlington, TX 76006
Attn: Derek B. Cheatham, P.E.

Phone: (817)-548-0696
(817)-265-8532 [FAX]

EXHIBIT A
SCOPE OF SERVICES

2.5 MILLION GALLON COMPOSITE ELEVATED STORAGE TANK

Section 1. Scope of Basic Services

Engineer shall prepare and provide bid documents and specifications necessary to obtain bids from qualified contractors to perform construction associated with the Project. These documents and specifications shall include, but are not necessarily limited to the following:

1. Site civil grading
2. Site paving
3. Site drainage
4. On-site water layout
5. Landscaping
6. Irrigation
7. Fencing
8. Pedestrian and vehicle gates
9. Electrical and lighting
10. Erosion control plan
11. Supervisory control and data acquisition (SCADA)
12. Design surveying

NOTE: SCADA and I&C design will incorporate control and monitoring of all new processes, equipment and other items into the existing plant SCADA system. Design criteria will include the following: communications, PLC's, controls, hardware and software, and instruments. The control narrative will be written for the proposed system and will be included as specification 17920 – Control Narrative.

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 as necessary to complete the preliminary design, including those persons and entities whose facilities will be affected by the construction of the Project. Interested parties shall include, but are not limited to, the various utility services of the City, including to Atmos Energy, ONCOR Electric, AT&T, Verizon, Garland Power and Light, North Texas Municipal Water District, Time Warner, and GISD.
- (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. Services include coordination with the Shiloh Road Project.
- (3) Prepare a project layout sheet showing preliminary alignment, general 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:

Engineer shall prepare and execute surveys for the design and construction of the Project. 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) Provide 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, and other documents and information as necessary for the performance of its obligations under this Contract, and establish the location of existing boundary lines and easements for the project. Furnish copies of all relevant real estate 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. Horizontal and vertical locations will be based on records provided by the utility companies. Subsurface Utility Engineering (SUE) is not included in the basic services.
- (4) Incorporate aerial, topographic, and planimetric survey data provided by the City into the Survey.

(C) Design Phase:

For the design phase of the project, Engineer shall:

- (1) Establish the scope of any soil foundation investigations or any special surveys and tests which, in the opinion of the Engineer, may be required for a proper design of the Project and arrange for such work to be done, after approval by the City, at the City's expense.
- (2) Furnish to the City the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grant-in-aid or for planning advances).
- (3) 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
 Site Plan
 General Notes
 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.
 Grading Plan
 Demolition Plan
 Tank Details
 Electrical Plans
 Wall Details
 Fence Details
 Landscape Plan
 Bid Item Quantities listed by sheet number and Project total
 Earthwork Summary
 Storm Water Pollution Prevention or Erosion Control Plans
 Water Line Plan; and Profile (12" or larger)
 Drainage Area Map
 Run-off Computations
 Inlet and Storm Sewer Computations
 Storm Sewer Plan & Profile
 Culvert Layouts (Plan & Profile)
 Drainage Details
 SCADA - I-01 Instrumentation Legend and Abbreviations
 SCADA - I-02 System Architecture \ Panel Detail
 SCADA - I-03 Instrumentation Loop Diagram \ Instrumentation Detail
 SCADA - I-04 PLC Panel Wiring Detail
 Technical Specifications and/or Special Provisions for the project
 Horizontal and utility locations
 All Construction Details

All contract drawings shall be submitted on 22" x 34" ('D' size) film mylar sepias **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.

- (4) Be responsible for making certain that specifications developed by the Engineer conform to 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 applicable Federal, State, or City specifications or regulations.
- (5) Be responsible for making certain that a Registered Professional Land Surveyor (RPLS) must prepare, seal and sign the Project Right-Of-Way Map(s) with a certification stating that the survey conforms to the minimum standards set forth by the Texas Board of Professional Land Surveying. All monuments located within the Project corridor during the course of the survey must be illustrated on the right-of-way map with a project station and offset or coordinates that relate to

the Project control, whether or not such monuments are used for analysis and/or construction of the Project Right-Of-Way. All monuments placed or perpetuating found objects must be reported to the minimum technical standards of the Texas Board of Professional Land Surveying ("TBPLS").

- (6) 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 (1). Parcel descriptions beyond this number will be compensated at a rate of \$1500.00 per parcel.
- (7) Submit four (4) sets of preliminary plans to the City.
- (8) Prepare and include in plans detailed construction signing and barricade plans for traffic control and safety (if needed), which shall conform to the Texas Manual for Uniform Traffic Control Devices. Provisions for construction phasing shall be included.
- (9) Prepare and provide a 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.
- (10) Include appropriate provisions for trench safety as determined by a soil investigation report prepared by separate geotechnical engineers. Provisions will refer to OSHA requirements and will be specified to be the contractor's responsibility.
- (11) Revise and resubmit copies as needed upon review and comment by the City.
- (12) Prepare a detailed Opinion of Probable Cost.
- (13) Prepare and furnish to the City a mylar copy and five (5) prints of approved plans, specifications and proposal forms using City-approved formats.
- (14) Attend Pre-Bid and Pre-Construction Conferences and assist the owner as needed to interpret, clarify, or expand the bid documents. Issue addenda as needed.
- (15) Provide computer disks of the completed project files in approved Microstation format to the City.
- (16) 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.

- (17) Right-of-Way strip map is subject to review by the City Surveyor.
- (18) Provide conduits with pull strings within the tank site to accommodate future fiber optic and security installations as directed by the Owner.

(D) Construction Phase:

For the construction phase of the Project, Engineer shall:

- (1) Provide a complete set of plans and specifications including any addenda and modifications prior to the Pre-Construction meeting.
- (2) Provide complete survey control, which, in the opinion of the City, is adequate for the eventual contractor to re-establish the horizontal and vertical control network for the project.
- (3) Provide limited construction phase engineering assistance, as follows. When requested by the City, the Engineer will visit the site and consult with the City and the contractor to resolve unusual or unexpected construction problems. {Ten (10) site visits are included in the price indicated for Basic Services}. In addition, the Engineer shall conduct a final project inspection with the City and prepare recommendations concerning items that the Engineer observes during the final inspection that require additional work or adjustment. Engineer shall also provide written responses to City requests for information or clarifications.
- (4) Review the contractor's shop drawings and related submittals with respect to the applicability of the detailed work, when complete, to be a properly functioning integral element of the project designed by the Engineer.
- (5) After final acceptance of construction by the City, and at the discretion of the City, the Engineer shall require an Registered Professional Land Surveyor and:
 - (a) Establish "permanent" survey monumentation for control throughout the Project. (2 control monuments included)
 - (b) Establish right-of-way corridor permanent monumentation at all control points, and intersecting street/block corners (2 block corners monuments included).

i. Definitions:

- 1. "Permanent" survey monumentation is hereby defined as a 3-1/4" aluminum domed top disc for 5/8" rebar (Berntsen #RBD5325) set in concrete per City specifications.
- (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 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. Changes and Additional Services

(A) Changes:

The Engineer shall make such revisions to any work which has been completed as are necessary to correct any errors or omissions 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 services and paid for as specified under following paragraph.

(B) Additional Services:

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, and the City desires Engineer to perform the work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the Additional Work in accordance with Exhibit B and as provided under a supplemental agreement.





City Council Item Summary Sheet

☐ Work Session

Date: December 17, 2013

☒ Agenda Item

Lakewood Brewing Company, L.L.C. - Tax Abatement

Summary of Request/Problem

Lakewood Brewing Company, L.L.C. plans to expand its current operations at 2302 Executive Drive. It is anticipated this investment will add 12,000 sq. ft. of space at the Lakewood Brewing facility and \$7.8 million in new business personal property.

At the December 3, 2013 Work Session, the Garland Economic Development Partnership Steering Committee recommended that Council: (1) provide general support for the project, and (2) support a 50% tax abatement on new business personal property for 5 years (total of \$137,397).

Recommendation/Action Requested and Justification

1) Approve an ordinance designating an area as a reinvestment zone for commercial/industrial tax abatement; making certain findings thereon; authorizing the City Manager to execute an agreement with Lakewood Brewing Company, L.L.C regarding the reinvestment zone.

2) Approve a resolution authorizing the City Manager to execute a tax abatement agreement with Lakeside Brewing Company, L.L.C.

Submitted By:

Martin Glenn
Deputy City Manager

Approved By:

William E. Dollar
City Manager

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING AN AREA AS A REINVESTMENT ZONE FOR COMMERCIAL/INDUSTRIAL TAX ABATEMENT; MAKING CERTAIN FINDINGS THEREON; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE APPLICANT REGARDING THE REINVESTMENT ZONE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the area described in Exhibit "A," attached hereto and incorporated herein by reference, is hereby designated as a reinvestment zone by the City of Garland pursuant to the provisions of Chapter 312 of the Texas Tax Code, as amended. It is expressly provided, however, that no tax abatement shall occur unless and until an appropriate agreement, as directed in Section 3 of this Ordinance, is executed by the City Manager and the applicant.

Section 2

That in connection with the foregoing designation, the City Council makes the following findings:

- (1) The reinvestment zone designated and established by this Ordinance is reasonably likely, as a result of the designation, to contribute to the retention and expansion of primary employment and to attract major investment in the zone that will benefit the property and contribute to the economic development of the City of Garland, Texas;
- (2) The area within the reinvestment zone is not within an improvement project financed by tax increment bonds;
- (3) The improvements and development which are sought to take place within the reinvestment zone will conform to the comprehensive zoning ordinance of the City of Garland;
- (4) None of the property located within the reinvestment zone is owned or leased by a member of the City Council or the Plan Commission; and

- (5) The improvements and development sought are feasible and practical and will benefit the land included in the reinvestment zone and the City after the agreement provided in Section 3 of this Ordinance has expired.
- (6) Notice of the hearing at which this Ordinance was adopted was published and delivered in accordance with the law more than seven days prior to the hearing as required by Section 312.201(d) of the Texas Tax Code and as evidence by Exhibit "B" and "C."

Section 3

That the City Manager is hereby directed to execute an agreement with the applicant in accordance with the provisions of Subchapter B, Chapter 312 of the Texas Tax Code in the form attached hereto as Exhibit "D."

Section 4

That this Ordinance shall be and become effective immediately after its passage and adoption according to law.

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

THE CITY OF GARLAND, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

Exhibits

Exhibit "A" - Reinvestment Zone Description

Exhibit "B" - Notice by Publication of Hearing

Exhibit "C" - Notice to the Presiding Officer of Each Taxing
Unit That Includes In Its Boundaries Real Property
In the Proposed Reinvestment Zone

Exhibit "D" - Form Tax Abatement Agreement

EXHIBIT A

Reinvestment Zone

Block 10, Lot 2 of the Garvon Jupiter Industrial Park
Addition of the City of Garland, Dallas County, Texas
commonly known as 2302 Executive Drive, Garland, Texas
75041

EXHIBIT B

EXHIBIT C

EXHIBIT D

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TAX ABATEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Council hereby authorizes the City Manager to execute a tax abatement agreement with Lakewood Brewing Company, L.L.C. in the form and substance of that attached hereto.

Section 2

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

TAX ABATEMENT AGREEMENT

The City of Garland (the “City”), located in Dallas County, Texas, and Lakewood Brewing Company, L.L.C. (the “Company”), which will be doing business in Dallas County, Texas, enter into this Tax Abatement Agreement (the “Agreement”) in accordance with the following terms and conditions:

RECITALS

WHEREAS, the Property Redevelopment and Tax Abatement Act, Section 312.001 et. Seq., TEX.TAX CODE, as amended, (the “Act”) authorizes the City Council of the City (the “City Council”) to create a reinvestment zone for commercial/industrial tax abatement purposes; and

WHEREAS, the City Council has adopted a Resolution establishing guidelines and criteria governing tax abatement and electing to become eligible to participate in tax abatement pursuant to the requirements of the Act, which Resolution is incorporated herein by reference thereto for all purposes; and

WHEREAS, on December 17, 2013, the City Council did enact and adopt Ordinance No. _____ designating as a reinvestment zone (the “Zone”) an area within the City as more particularly described in Exhibit “A,” all pursuant to the Act, which Ordinance is incorporated herein by reference thereto for all purposes; and

WHEREAS, the Zone is not an improvement project financed by tax increment bonds; and

WHEREAS, the City Council finds that the terms of this Agreement and the property subject to this Agreement meet the applicable guidelines and criteria governing tax abatement previously adopted; and

WHEREAS, the City and the Company desire to enter into this Agreement to exempt from taxation a portion of the value of the real property (the “Property”) or of tangible business personal property located on the Property described in Exhibit “A” for a term as hereinafter set forth, all pursuant to: (i) the Act; (ii) Ordinance No. _____; (iii) The Comprehensive Policy Statement on Tax Abatement; and (iv) the terms and conditions herein set forth;

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein contained, the City and the Company agree as follows:

1. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby restated, repeated and incorporated herein as part of this Agreement.

TAX ABATEMENT AGREEMENT-LAKEWOOD BREWING COMPANY, L.L.C.

2. **Term.** The term of this Agreement shall commence on January 1, 2015 (the "Commencement Date") and shall terminate on the anniversary of the Commencement Date five (5) years thereafter.

3. **Improvements.** Company agrees to build, construct, place, install, and thereafter maintain, occupy, and operate in the Zone the proposed improvements or repairs of the kind, number and in the location as listed in Exhibit "A" (the "Improvements").

4. **Abatement of Property Taxes.** The City agrees to exempt from taxation those portions of the value of the Property and, if applicable and subject to the following, those portions of the tangible personal property located on the Property as specified in and in accordance with the provisions of Exhibit "A." The exemption provided by this Agreement shall pertain only to the Property, the Improvements and other permanent fixtures within the Zone. Unless specifically provided in Exhibit "A," the terms "the Property" and "the Improvements" do not include personal property of any sort, including machinery, equipment, trade fixtures, inventory or supplies. The exemption for taxable real property provided by this Agreement applies only to the extent the value of that real property for the respective year covered by this Agreement exceeds its value for the year in which this Agreement was executed. The exemption for tangible personal property provided by this Agreement, if any, applies only to tangible personal property that was located on the Property after the Commencement Date and related to the Improvements.

5. **Access to Property.** The Company agrees that the City shall, at reasonable times and upon reasonable notice, have access to the Property and the Company authorizes employees and agents of the City to inspect the Property to ensure that the Improvements are being made and maintained in accordance with the terms and conditions of this Agreement and utilized in accordance with Paragraph 6 of this Agreement. The Company further agrees that prior to the construction or placement of the Improvements, site plans of such Improvements shall first be submitted to the City in order that the City may determine that the Improvements are of the design, character and construction as described in Exhibit "A."

6. **Limitation on Uses.** The Company agrees that no change in use of the Property, for the duration of this tax abatement, shall be made without the prior consent of the City. The use of the Property shall conform with the comprehensive plan and zoning ordinances of the City.

7. **Certification of Compliance.** The Company shall annually provide a written certification to the City, on or before each anniversary date of the Commencement Date and on a form to be provided by the City, that the Company is in compliance with each of the provisions of this Agreement.

8. **Recapture of Property Taxes.** The Company agrees that if the Company fails (1) to make the Improvements as set forth in Exhibit "A"; (2) to create all of the number of new jobs provided in Exhibit "A"; or (3) to maintain and operate the Improvements and the Property as an

ongoing business at any time during the term of this Agreement, then the City shall have the right, in addition to any other available remedy, after giving notice and opportunity to cure as hereinafter set forth, to recapture all property tax revenue lost as a result of this Agreement. The City shall notify the Company, in writing, of a default by the Company in complying with the terms and provisions of this Agreement. In the event that the Company has failed to cure the default(s) within thirty (30) days of receipt of the notice of default [or has failed to commence and diligently pursue such cure within such thirty (30) day period if cure cannot be completed within such thirty (30) day period], the Company shall promptly reimburse the City for all property tax revenue lost as a result of this Agreement and the City may, without further notice to the Company, immediately cause all tax abatement to cease on the Property and Improvements subject to this Agreement. Failure on the part of the City to exercise any right contained in this Agreement shall not constitute a waiver of any right in the event of any subsequent default, and no waiver shall be effective unless in writing, executed by both the City and the Company.

9. Use of City Services. The Company agrees to use during the term of this Agreement, electric services, commercial sanitation services and landfill services provided or offered by the City so long as such services are similar in cost for such services in the Dallas area.

10. Miscellaneous.

A. Assignment. No party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

B. Modifications. At any time before the expiration of the term of this Agreement, this agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement. Any such modification shall be in writing and signed by authorized representatives of all the parties hereto and made by the same procedure by which this Agreement was approved and executed. In no event may this Agreement be modified so as to extend the term of this agreement beyond ten (10) years from the effective date of this Agreement.

C. Notices. Any notice required or desired to be given to or from one party to the other party to this Agreement 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 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 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.

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

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

F. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

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

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

I. Counterparts. This Agreement has been executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

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

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

TAX ABATEMENT AGREEMENT-LAKEWOOD BREWING COMPANY, L.L.C.

L. Gender. Within this Agreement, 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.

M. Construction. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party. Company acknowledges that it has obtained legal counsel to assist in the preparation warranty or representation by the City, that the tax abatement contemplated by this agreement is available in all respects.

EXECUTED this the _____ day of _____, 2013.

CITY OF GARLAND, TEXAS:

By: _____

Name: _____

Title: _____

Address for Notice:

City of Garland
200 North Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Attn: City Manager

With a Copy to its City Attorney

TAX ABATEMENT AGREEMENT-LAKEWOOD BREWING COMPANY, L.L.C.

LAKEWOOD BREWING COMPANY, L.L.C.

By: _____

Name: Wim Bens

Title: President

Address for Notice:

Attn: Wim Bens
Lakewood Brewing Company, L.L.C.
2302 Executive Drive
Garland, Texas 75041

EXHIBIT "A"

Company

Lakewood Brewing Company, L.L.C.

Description of Property

Block 10, Lot 2 of the Garvon Jupiter Industrial Park Addition of the City of Garland, Dallas County, Texas commonly known as 2302 Executive Drive, Garland, Texas 75041

Description of Improvements

The Company plans to build a new 12,000 sq. ft. facility at 2302 Executive Drive, Garland, Texas to expand its brewing operations. New brewing machinery and equipment will be installed.

Investment

The Company will construct the new facility and install new brewing machinery and equipment valued at \$7.8 million.

Abatement Schedule

Tax abatement granted to the Company will be equal to 50% of the business personal property tax for a 5 year period. The abatement provided by this Agreement applies only to improvements located on the Property after the Commencement Date. The maximum amount the City agrees to abate from taxation per this Agreement shall not exceed \$137,397.



City Council Item Summary Sheet

☐ Work Session

Date: December 17, 2013

☒ Agenda Item

Lakewood Brewing Co. - Economic Development Agreement

Summary of Request/Problem

Lakewood Brewing Company, L.L.C. plans to expand its current operations at 2302 Executive Drive. It is anticipated this investment will add 12,000 sq. ft. of space at the Lakewood Brewing facility and \$7.8 million in new business personal property.

At the December 3, 2013 Work Session, the Garland Economic Development Partnership Steering Committee recommended that Council: (1) provide general support for the project, and (2) support a water utility rebate (total of \$20,000).

Recommendation/Action Requested and Justification

Approve a resolution authorizing the City Manager to execute an Economic Development Agreement with Lakewood Brewing Company, L.L.C.

Submitted By:

Martin Glenn
Deputy City Manager

Approved By:

William E. Dollar
City Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT WITH LAKEWOOD BREWING COMPANY, L.L.C. AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Manager is hereby authorized to execute an Economic Development Agreement with Lakewood Brewing Company, L.L.C. in substantially the form and substance of that attached.

Section 2

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

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is made by and between the City of Garland, Texas, a Texas home-rule municipality (the "City"), and Lakewood Brewing Company L.L.C. ("Lakewood Brewing").

RECITALS

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in productive business enterprises located in certain areas of the City that will increase sales and use tax revenues accruing to the City, attract additional jobs, increase the City's tax base, and promote and develop new businesses enterprises; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution, and Section 380.001 of the Texas Local Government Code, as amended, to establish economic development programs and to provide grants for economic development; and

WHEREAS, Lakewood Brewing operates a micro-brewery and plans to expand its brewery operations by (i) constructing a new 12,000 square foot facility and (ii) adding new equipment to that facility; and

WHEREAS, Lakewood Brewing receives its water service from the City, and to create a more competitive economic position for its operations, Lakewood Brewing has requested a rebate of certain water service payments due to the City; and

WHEREAS, the City recognizes that Lakewood Brewing's business enterprise contributes to the economic viability of the City and desires to provide a grant to Lakewood Brewing pursuant to Chapter 380 of the Texas Local Government Code to promote economic development within the City; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION I PURPOSE

Concept and Structure. As authorized by Article III, Section 52-a of the Texas Constitution and Section 380.001 of the Texas Local Government Code, as amended, the City will make certain economic development grant payments to Lakewood Brewing as set forth in Article II of this Agreement.

SECTION II REBATE OF CERTAIN WATER SERVICE PAYMENTS

A. **General Statement.** The duty of the City to make grant payments to the Business Owner for any purpose under this Agreement is limited in its entirety by the provisions of this Agreement. Grant payments to be made by the City pursuant to this Agreement shall be made pursuant to Article III, Section 52-a of the Texas Constitution and Section 380.001 of the Texas Local Government Code, as amended.

B. **Water Utility Grant Payments.** The City agrees, on within 30 days of October 30, 2014, to provide a grant to Lakewood Brewing in the following amount:

(i) Provide a \$20,000 grant to Lakewood Brewing in order to rebate Lakewood Brewing's prior payments to the City for water utilities and wastewater services for the period January 1, 2014 through September 30, 2014 (the "Time Period").

(ii) In the event Lakewood Brewing's prior payments to the City for water utilities and wastewater services for the Time Period are less than \$20,000, the City shall provide a grant to Lakewood Brewing equal to Lakewood Brewing's payments to the City for water utilities and wastewater services for the Time Period.

(iii) The City shall continue to provide a grant payment year-to-year until the total amount of grant payments equals \$20,000. Future year grant payments shall be based on Lakewood Brewing's payments to the City for water utility and wastewater services for the time period January 1 through September 30 of the relevant year. Future grant payments will again occur on or within 30 days of October 30 of the relevant year.

(iv) In no event shall the City's total grant payment(s) under this Agreement exceed \$20,000.

**SECTION III
PERSONAL LIABILITY OF PUBLIC OFFICIALS**

No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

**SECTION IV
COMPLIANCE WITH LAWS, ORDINANCES, RULES, AND REGULATIONS**

This Agreement will be subject to all applicable federal, state, and local laws, ordinances, rules, and regulations, including, but not limited to, all provisions of the City's Charter, codes, and ordinances, as amended.

**SECTION V
GOVERNMENTAL POWERS**

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities that are outside of the terms, obligations, and conditions of this Agreement.

**SECTION VI
ADDRESS AND NOTICE**

Notices required under this Agreement shall be delivered to the addresses provided in this Section.

To the City:

City Manager
City of Garland
200 N. 5th Street
Garland, Texas 75040

With a copy to:

City Attorney
City of Garland
200 N. 5th Street
Garland, Texas 75040

To Lakewood Brewing:

Attn: Wim Bens
Lakewood Brewing Company, L.L.C.
2302 Executive Drive
Garland, Texas 75041

Executed on this _____ day of _____, 2013.
month

LAKEWOOD BREWING COMPANY, L.L.C.

By (signature): _____

Name (print): _____

Title: _____

CITY OF GARLAND, TEXAS

By (signature): _____

Name (print): _____

Title: _____



Planning Report

Apartment Development Services

Northwest intersection of Bobtown Road and Waterhouse Boulevard

REQUEST

Approval of 1) a change in zoning from Agriculture (AG) District to a Planned Development (PD) District for Multi-Family Uses, 2) a Concept Plan and 3) a variance to Section 34.19(D) of the IH 30 Development Standards regarding building placement.

This request was postponed from the December 3, 2013 meeting.

OWNER

United Pentacostal Church of Casa View

PLAN COMMISSION RECOMMENDATION

On November 11, 2013 the Plan Commission, by a vote of six (6) to three (3), recommended denial of 1) a change in zoning from Agriculture (AG) District to a Planned Development (PD) District for Multi-Family Uses, 2) a Concept Plan and 3) a variance to Section 34.19(D) of the IH 30 Development Standards regarding building placement.

STAFF RECOMMENDATION

Denial of 1) a change in zoning from Agriculture (AG) District to a Planned Development (PD) District for Multi-Family Uses, 2) a Concept Plan, and 3) a variance to Section 34.19(D) of the IH 30 Development Standards regarding building placement. The proposed use and Concept Plan do not reflect the goal of selecting strategic locations for multi-family developments that are integrated in a manner that will minimally impact existing development and spur future development in the surrounding area. The development plan does not align with the desired product type for higher density within the city. Given the limited market for additional multi-family units in the I30 Catalyst Area over the next ten years, it is critical that any additional units be strategically located and designed to support the City's long-term vision for this area.

BACKGROUND

The applicant is requesting approval of a change of zoning from Agriculture (AG) District to a Planned Development (PD) District for Multifamily Uses and a Concept Plan with conditions. The applicant is proposing to build a garden style multi-family development consisting of 208 dwelling units, 1 clubhouse/leasing

office building, 1 pool area, and open space areas. The applicant is also requesting approval of a variance to the IH 30 Development Standards in order to present a future Detail Plan aligned with the product that would be developed on the site.

SITE DATA

The subject property contains approximately 10.75 acres of land and is undeveloped. The property fronts approximately 574 feet along Bobtown Road and approximately 1,091 feet along Waterhouse Boulevard.

USE OF PROPERTY UNDER CURRENT ZONING

The current zoning is Agriculture (AG) District within the IH 30 Overlay. The Agriculture (AG) District is intended for vacant land which is not yet ready for development, land which is used for agricultural or open space purposes, and land which has been newly annexed into the City of Garland. The Agriculture (AG) District does permit limited uses including agricultural uses, churches, schools, riding stables and single family detached homes on lots with a minimum of two (2) acres. However, this district functions as a temporary "holding zone" for land until development patterns warrant more intensive urban use. At that time, it is anticipated that Agriculture Districts will be changed to an appropriate permanent zoning classification.

CONSIDERATIONS

Land Use

1. The applicant is requesting a change of zoning to a Planned Development for Multi-Family Uses for 208 dwelling units, which yields a density of approximately 19 dwelling units per acre. The subject property is undeveloped and abuts single family residential to the north and a church to the west. The garden style apartment development would consist of approximately 9 buildings, three story in height. The Concept Plan reflects a traditional apartment layout with multiple buildings, surface parking and design elements similar in nature to the existing multi-family development constructed in the 1980's that dominates the I-30 corridor.
2. Because of concern regarding the potential for continued proliferation of multi-family development, in October of 1997 City Council enacted a moratorium on multi-family development within the City and directed that all undeveloped land zoned to allow multi-family uses be evaluated with respect to appropriate zoning. This resulted in the City initiating the rezoning in 1998 of several sites, including some within the I-30 corridor, to districts that did not allow multi-family development, or to districts with more restrictive residential densities and development standards. Since the subject property was not zoned multi-family it was not one of the sites studied. However, it is in proximity to sites considered and rezoned by City Council in an effort to reduce and better control future such development.

3. As one of the Catalyst Areas identified within Envision Garland, and one of the few areas within the city with remaining undeveloped land, there must be a commitment to a long-term vision for this area. The City should be strategic in the approval of any additional multi-family developments by considering the appropriateness of the location and the product type proposed. According to the Economic Development goals within Envision Garland, the market potential for the number of multi-family rental units that could be captured within the entire IH 30 Catalyst Area is only approximately 500 units over a ten year time period. Therefore, consideration must be given to the potential impact that introducing multi-family on the subject property may have on the viability of future multi-family within the area in more appropriate locations and more urban in design. Any additional multi-family introduced in the I-30 corridor must provide a competitive product that meets changing market demands and will contribute to enhancement of this catalyst area. The proposed development simply provides more of the same type of product that already dominates the I-30 corridor.

Concept Plan

4. In recent years, there has been an effort to encourage higher density in a development pattern consistent with a more urban aesthetic. Building massing along street frontages, minimized surface parking, and an increase in design standards are all elements that have been encouraged to be incorporated in multi-family developments within the city. As already noted, the product type proposed with this concept plan is more similar to the existing garden style apartments developed over 30 years ago in the immediate area.
5. Building Placement: The applicant is requesting a variance to Section 34.19(D) which requires a minimum of 50% of buildings within 100 feet of a public right of way to be oriented with an angle of thirty degrees or more. The applicant is proposing to place the buildings facing Bobtown Road and Waterhouse Boulevard parallel with the street frontage. The intent of this regulation is to avoid monotonous placement of buildings, to encourage more creative design, and to enhance the appearance of development with respect to adjacent thoroughfares..
6. Building Setbacks: The multi-family buildings would be setback approximately 30-feet from the property line adjacent to the street. Section 34.19(A)(2) of the IH 30 Development Standards requires all buildings exceeding 30 feet in height which abut residential districts to be setback twice the height of the highest point on the building. The applicant is required a ninety (90) foot setback from the adjacent residential district to the north and is proposing a setback of 100 feet.
7. Unit Size and Mix: Section 34.18(D)(1) of the IH 30 Development Standards requires an average minimum dwelling unit size of approximately 850 square feet with no less than 50% of the total dwelling units to be one bedroom and the maximum number of three bedroom units shall not exceed 5%. The applicant is proposing no three bedroom units and is meeting the percentage of one and two bedroom units per the ordinance. The average minimum dwelling unit would be approximately 906 square feet.

8. Screening and Landscaping: The applicant has indicated the site will comply with all applicable provisions within Section 34.20 of the IH 30 Development Standards regarding screening and landscaping.
9. Access, Parking and Circulation: The site will be accessed from Bobtown Road with a secondary entry along Waterhouse Boulevard that will be used as emergency access. Section 34.23(A)(5) of the IH 30 Development Standards requires a minimum of 50% of the required parking to be either in an attached enclosed garage or a detached multi-car covered parking structure. Section 12-530 of Comprehensive Zoning Ordinance 4647 requires two parking spaces per dwelling unit. The parking requirement is 416 parking spaces for the 208 dwelling units. Of the 416 parking spaces, 209 spaces are proposed by the applicant to be in an enclosed garage or a detached covered parking structure.
10. The applicant is only proposing a concept plan at this time. According to the applicant, the variance requested is necessary in order to bring forward a Detail Plan reflective of the product type designed for this site. While the Concept Plan has been revised to eliminate many of the originally requested variances, the plan still does not demonstrate a more urban style development as recommended by the Envision Garland Plan.
11. Detail Plan: The proposed PD would require approval of a Detail Plan prior to development. Should this request be approved, elements such as exterior elevations, storage space, recreational features, signage, as well as other features would be reviewed with the Detail Plan application. It should be noted that the ultimate building location and placement may be altered by engineering requirements. On-site detention and/or off-site drainage improvements may be necessary as the downstream systems may not be designed for 100-yr fully developed flow. On-site detention could alter the amount or layout of the proposed buildings and parking.

COMPREHENSIVE PLAN

The Envision Garland Plan designates the subject property as Urban Neighborhoods. Urban neighborhoods are higher density residential developments, characterized by moderate to high density single-family attached and multi-family residential units, greater than 12 units per acre. Developments within this category are predominantly residential, but may include compatible non-residential uses. Although the proposed use complies with the Future Land Use Map the conceptual layout does not reflect the description and goals of Urban Neighborhoods. Furthermore, given the limited market for additional multi-family units in the I30 Catalyst Area over the next ten years, it is critical that any additional units be strategically located and designed to support the City's long-term vision for this area.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

Properties to the north are zoned Planned Development (PD) District 99-31 for Single Family Uses and are developed with single family residences. The

property to the immediate west is zoned Agriculture (AG) District and is developed with a church. Property further west is zoned Single Family (SF/7/F/3) District and is developed with single family residences. Properties to the east and southeast, across Waterhouse Boulevard and Bobtown Road, are zoned Multi-Family (MF-18) District and are developed with apartments. Properties to the south and southwest across Bobtown Road are zoned Planned Development (PD) District 94-41 for Self Storage Units and Freeway District and are developed with self-storage units and undeveloped, respectively.

Given the established uses, and potential market capture within this area for multi-family units, consideration should be given to the appropriateness of the use on this property and in this configuration. The amount of existing multi-family developed in the same product type as the proposed development should be weighed in considering the request. The strategies that support neighborhood stability include distinctive community design and focusing new housing types in key locations that would serve as catalysts for future investment.

Prepared By:

Chasidy Allen, AICP
Principal Planner

Date: November 19, 2013

Reviewed By:

Anita Russelmann
Director of Planning

Date: November 20, 2013

Reviewed By:

William E. Dollar
City Manager

Date: November 21, 2013



ZONING Z 13-35

 INDICATES AREA OF REQUEST

ZONING FILE 13-35

Northwest intersection of Bobtown Road and Waterhouse Boulevard

PLANNED DEVELOPMENT CONDITIONS

- I. **Statement of Purpose:** The purpose of this Planned Development District is to permit the development of Multi-Family Uses subject to conditions.
- II. **Statement of Effect:** This Planned Development 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 Multi-Family-18 District set forth in Section 19, 32 and 47 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Development Plans:**
 - A. Concept Plan: Development shall be in general conformance with the Concept Plan as identified as Exhibit C. Should there be any conflict between the Concept Plan and the written conditions below, the conditions shall prevail.
 - B. Detail Plan: Approval of a Detail Plan is required for all development, prior to issuance of a permit for construction.
- V. **Specific Regulations:**
 - A. Permitted Uses: Uses shall be as permitted within the Multi-Family (MF) District within the IH 30 Overlay.
 - B. Density: The total density of multi-family shall be limited to approximately 19 dwelling units per acre.
 - C. Building Placement: The buildings facing Bobtown Road and Waterhouse Boulevard shall be parallel with the right of way.
 - D. Multi-Family Development Standards: The site shall comply with all regulations found in the Multi-Family Development Standards Ordinance 5129, and the IH30 Development Standards Ordinance 5655 unless otherwise noted in these PD conditions.

EXHIBIT C

BUILDING TYPE SUMMARY				
TYPE	AREA	NO	%	TOTAL AREA
A1	100	10	20.0%	10,000
A2	200	20	40.0%	20,000
B1	150	15	30.0%	15,000
B2	100	10	20.0%	10,000
TOTAL	550	55	100.0%	55,000

BUILDING TYPE SUMMARY				
TYPE	AREA	NO	%	TOTAL AREA
A	100	10	20.0%	10,000
B	200	20	40.0%	20,000
C	150	15	30.0%	15,000
TOTAL	450	45	100.0%	45,000

BUILDING TYPE SUMMARY				
TYPE	AREA	NO	%	TOTAL AREA
A	100	10	20.0%	10,000
B	200	20	40.0%	20,000
C	150	15	30.0%	15,000
TOTAL	450	45	100.0%	45,000

BUILDING TYPE SUMMARY				
TYPE	AREA	NO	%	TOTAL AREA
A1	100	10	20.0%	10,000
A2	200	20	40.0%	20,000
B1	150	15	30.0%	15,000
B2	100	10	20.0%	10,000
TOTAL	550	55	100.0%	55,000

BUILDING TYPE SUMMARY				
TYPE	AREA	NO	%	TOTAL AREA
A	100	10	20.0%	10,000
B	200	20	40.0%	20,000
C	150	15	30.0%	15,000
TOTAL	450	45	100.0%	45,000



WATERHOUSE RD MULTI FAMILY SCHEMATIC SITE PLAN
GARLAND, TEXAS



WATERHOUSE RD MULTI FAMILY
SCHEMATIC SITE PLAN
GARLAND, TEXAS



13174
10.30.2013
Jarell Woods

REPORT & MINUTES

P.C. Meeting, November 11, 2013 (9 Members Present)

Consideration of the application of Apartment Development Services, requesting approval of 1) a change in zoning from Agriculture (AG) District to a Planned Development (PD) District for Multi-Family Uses, 2) a Concept Plan and 3) a variance to Section 34.19(D) of the IH 30 Development Standards regarding building placement. The property is located at the northwest intersection of Bobtown Road and Waterhouse Boulevard. (File 13-35) (This request was postponed from the October 14, 2013 meeting.)

Representing the applicant, Mike Anderson, 3819 Town Crossing, Ste. 200, Mesquite, TX gave a brief presentation outlining the design changes and remained for questions.

Residents present and registering their position in support were:

Jeremy Benton, 301 S. Shiloh Road, Garland, TX
Kurt Green, 4906 Wordsworth, Garland, TX
Debra Killman, 522 Tacoma Drive, Garland, TX
Don Killman, 522 Tacoma Drive, Garland, TX
Sandy Phillips, 7009 Jack Franzen, Garland, TX
Ronald Phillips, 7009 Jack Franzen, Garland, TX

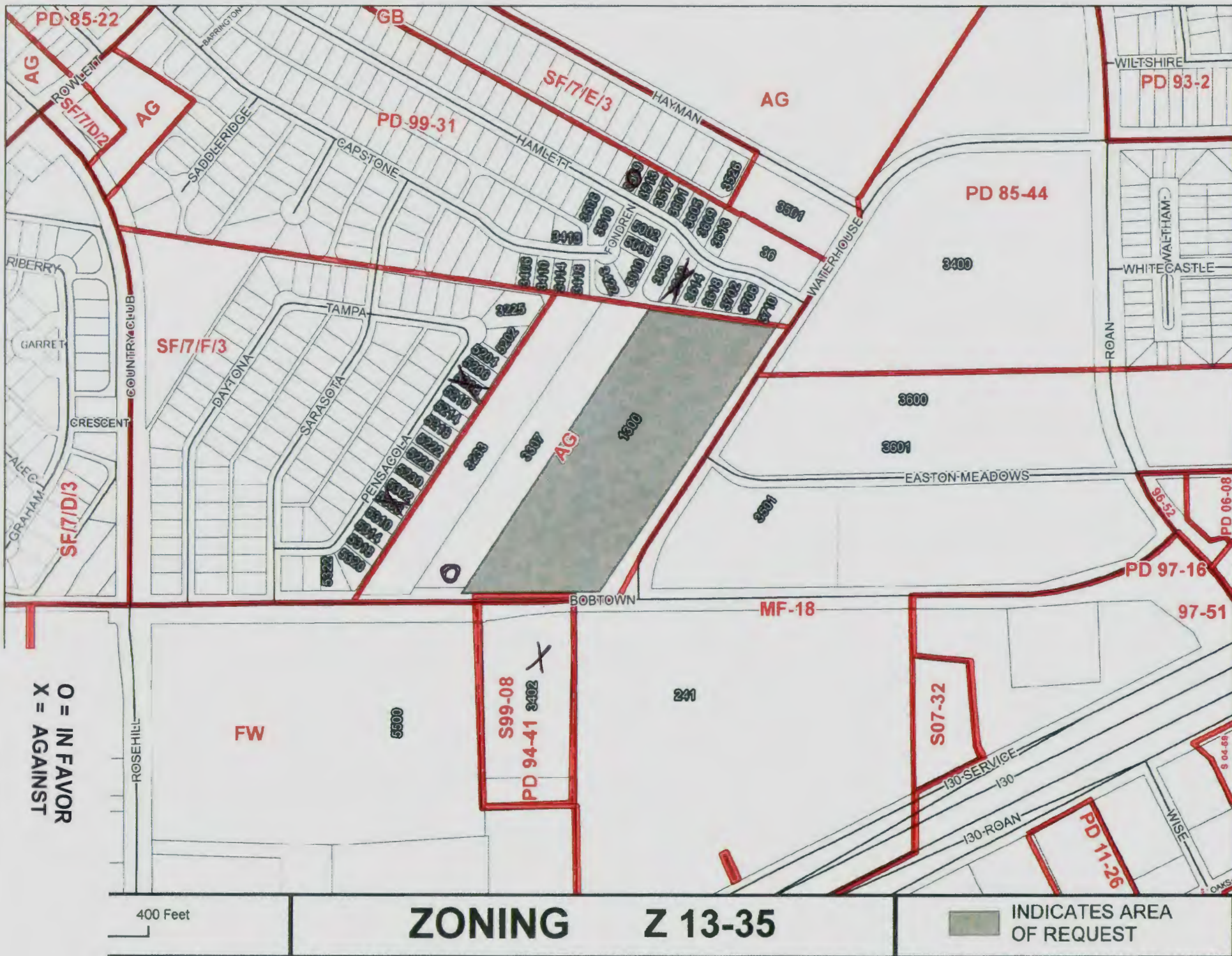
Nearby residents present and registering their position in support were:

Jack Jones, 8414 Meadowview, Rowlett, TX
Charlotta Jones, 8414 Meadowview, Rowlett, TX
Bobby Stanley, 18 Fireside Drive, Rockwall, TX

Motion was made by Commissioner Dalton, seconded by Commissioner Luckie to close the Public Hearing and open discussion **Motion carried: 9 Ayes, 0 Nays.**

Commissioners questioned the design and layout of the proposed development and stated it was similar to the existing apartments within the area. The applicant stated an urban designed apartment complex would be out of character with the surrounding properties.

Motion was made by Commissioner Dalton, seconded by Commissioner Welborn, to **deny** the request per staff recommendation **Motion carried: 6 Ayes, 3 Nays** from Commissioner Ott, Fisher, and Luckie.





GARLAND

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

August 28, 2013

HEARING DATE/TIME: Plan Commission: September 9, 2013 – 7:00 PM

APPLICANT: Apartment Development Services

File 13-35

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, September 9, 2013, in the Council Chambers of City Hall, 200 North Fifth Street, to consider the application of **Apartment Development Services**, requesting approval of 1) a change in zoning from Agriculture (AG) District to a Planned Development (PD) District for Multi-Family Uses, 2) a Concept Plan and 3) variances to to Section 34.18(D)(1), Section 34.19(A)(2)(a), Section 34.19(D), Section 34.20(B)(2)(b), Section 34.20(B)(3)(a)(iii) and Section 34.23(A)(5) of the IH 30 Development Standards regarding unit size and mix, setbacks from residential districts, building placement, parking lot landscaping, site landscaping and multi-family parking requirements. The property is shown on the enclosed sketch and is described as follows:

BEING a tract of land situated in the J. Smith Survey, Abstract No. 1360, and the John L. Anderson Survey, Abstract No. 25, and being part of a 10.826 acre tract of land conveyed to Phillip J. Noab as recorded in Volume 78115, Page 0450, of the Deed Records of Dallas County, Texas. This property is located at the northwest intersection of Bobtown Road and Waterhouse Boulevard. (District 3)

Note: The applicant requests the change of zoning, concept plan and associated variances to develop the property with an apartment development, subject to Detail Plan approval.

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

(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

I'm opposed to the request because I don't like too many apartments around my neighborhood. It makes my home value going down.

Your Property Address

Printed Name

3610 HAMLETT LN GARLAND TX 75043

Address

City, State

Zip

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

Signature

Date: 09/08/13

Title Home owner



GARLAND

August 28, 2013

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(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

I am opposed to this, prop values will drop, selling my house will be even more difficult and stats show crime will rise.
(Please complete the following information)

Your Property Address

GABRIEL LEOS

Printed Name

5306 Pensacola Dr Garland, TX 75043

Address

City, State

Zip

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

Gabriel Leos

Signature

Owner

Title

Date:

9/3/13



GARLAND

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

August 28, 2013

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(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Lakeview Christian Church

Printed Name

3307 Bobtown Rd Garland TX 75043

Address

City, State

Zip

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

Signature

Date: 9-4-13

Title

Minister



GARLAND

August 28, 2013

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

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(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

Will bring more crime.

(Please complete the following information)

Your Property Address

Carl McClung

Printed Name

3402 Bobtown Rd Garland, TX 75043

Address

City, State

Zip

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

Carl McClung

Signature

owner Storage House of Texas

Title

Date:

9-3-13



GARLAND

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

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(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

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

I dont really care, but I just want to have a peaceful neighborhood / area.

(Please complete the following information)

Your Property Address

3509 Hamlett Ln Garland, TX 75043

Printed Name

CHANNA KHEM, PHILLIP SAM V TRAN

Address

City, State

Zip

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

Channa Khem
Signature

Date:

Phillip Sam V Tran
Title

9-1-13



GARLAND

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

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(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

*Apartment bring Crime. They soon are Trashed
There are enough apartments in area. We have no Police
Protection. I own my home & live alone, so I have fears.*

(Please complete the following information)

Your Property Address

5208 Pensacola Dr

Printed Name

Betty Roush

Garland, TX

75043

Address

City, State

Zip

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

Betty Roush

972-240-7132

Signature

Title

Date: *9-2-2013*



GARLAND

August 28, 2013

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

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(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

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

1. Only Thing That Land could be used for besides a church
2. At Present: Church Owned - it would Bring 100's of Thousands
Dollars of Tax Revenue to City 3. Already Has Apartments Across Street

(Please complete the following information)

Your Property Address

402 OAKS TRAIL NEW LIFE CHURCH

Printed Name

402 OAKS TRAIL

Garland, TX

75043

Address

City, State

Zip

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

Rev. B. J. Stanley
Signature

Date: 9/1/2013

PASTOR
Title

outside of notification
area



Planning Report

Tony Callaway

**1122 West Centerville Road, east of Interstate Highway 635, south of
Centerville Road**

REQUEST

Approval of 1) an amendment to Planned Development District (68-40) for General Business (GB) Uses, 2) a Concept Plan, and 3) a Detail Plan for a Grocery Store

OWNER

IUM Investors, LP

PLAN COMMISSION RECOMMENDATION

On November 25, 2013 the Plan Commission, by a vote of seven (7) to zero (0), recommended approval of 1) an amendment to Planned Development District (68-40) for General Business (GB) Uses, 2) a Concept Plan, and 3) a Detail Plan for a Grocery Store with the condition that the loading area be screened by a masonry wing wall that matches the building. The applicant has revised the Detail Plan to meet this condition.

Additionally, Plan Commission approved a variance to the size and height of the freestanding sign and a variance to the screening requirement to allow the required trees adjacent to the screening wall to be planted on the residential side of the wall.

STAFF RECOMMENDATION

Approval of 1) an amendment to Planned Development District (68-40) for General Business (GB) Uses, 2) a Concept Plan, and 3) a Detail Plan for a Grocery Store. The redevelopment of the site is consistent with the existing development pattern in the area and promotes the redevelopment efforts within the immediate area.

BACKGROUND

The subject property is part of a larger Planned Development (PD) District for Retail Uses approved in 1968 that was created to develop the parcel and surrounding properties with retail and restaurant uses. The request includes redevelopment of the former Target building, constructed in 1969 and vacant since the late 2000's.

The general area known as Centerville Marketplace, primarily located north of Centerville Road, has undergone a resurgence of new retail development particularly south of Marketplace Drive through the approval of Planned Development Districts and subsequent Detail Plans. Building on the momentum of recent developments in the area, the applicant requests approval of an

amendment to Planned Development (PD) District 68-40, a Concept Plan, and a Detail Plan for an approximately 85,000 square foot grocery store.

SITE DATA

The subject property contains approximately 14.215 acres of land and is developed with a 158,787 square foot building formerly occupied by Target. The property fronts approximately 458 feet along IH 635 and there are two access drives that extend northeast to Broadmoor Drive. There is also a drive that extends from West Centerville Road to the subject property.

USE OF PROPERTY UNDER CURRENT ZONING

The current zoning is Planned Development (PD) District 68-40 for Retail Uses. The PD District permits a range of retail, personal services, and restaurant uses. The PD did not contemplate pad sites along IH 635 since there were no plans for a service road at the time of development of the site. The base zoning for the PD, Retail District under Zoning Ordinance 1011, is now the General Business District under Zoning Ordinance 4647. The property is within the IH 635 Overlay and therefore the uses permitted would be those permitted within the General Business District in the IH 635 Overlay.

CONSIDERATIONS

1. The applicant proposes an amendment to the Planned Development District to allow uses as permitted within the General Business District in the IH 635 Overlay. Additionally, there is a Concept Plan proposed by the applicant. The Concept Plan depicts three buildings: an approximately 85,000 square foot retail building, an approximately 27,000 square foot future retail building, and a future retail or restaurant building on an approximately 2.424-acre pad site adjacent to IH 635.

Concept Plan

2. Land Use: The general area, in recent years, has seen an increased effort in the redevelopment of old shopping centers, retail buildings and even the removal of multi-family. The proposed Concept Plan reflects the redevelopment of an existing retail site into multiple retail sites that take advantage of the new direct access to IH 635. Prior to development on the future pad sites, Detail Plans will be required to be approved through the public hearing process.
3. Site Design: The site has been designed in a manner that encourages connectivity with the adjacent retail developments while creating a development pattern that could be replicated with future redevelopment efforts on the adjacent properties. The drive from IH 635 consists of a landscape median that creates an entry feature to the site.
4. Access: Vehicular access to the site would be accomplished via a new drive from the IH 635 frontage road, existing access from West Centerville Road and two existing drives from Broadmoor Drive. The pad sites would share a mutual access drive that would extend southeast from the IH 635 drive approach.

Detail Plan

5. The Detail Plan reflects a proposed 85,000 square foot grocery store. The grocery store would be oriented to face West Centerville Road. The existing building will be demolished and the footprint of the proposed grocery store will be setback approximately 75 feet from the residential district to the southeast. The existing drive aisles that connect to the adjacent properties will be maintained in some instances or altered to create a defined traffic circulation throughout the site. The site is meeting the parking requirement of one space per 200 square feet of floor area by providing 565 parking spaces.
6. Building Design: The applicant is proposing to meet the building materials and articulation requirements of the IH 635 Development Standards.
7. Screening and Landscape Standards: Section 34.20(C) of the IH 635 Development Standards requires screening from the adjacent residential district to consists of a six (6) foot tall masonry wall with one large tree for every thirty linear feet or an ornamental tree planted for every ten linear feet along the masonry wall on the non-residential property side. Plan Commission granted a variance to allow the planting of the required trees along the residential property side.

The existing fence location is offset approximately 15 feet from the property line and there is a large stand of trees that runs along the fence the entire length of the subject property. By offsetting the screening wall and planting the trees on the exterior of the screening wall, the drainage conditions can be maintained while preserving the existing trees.

8. The site is in compliance with the remaining requirements for screening and landscaping within the IH 635 Development Standards.
9. Signage: Plan Commission approved a variance to the IH 635 Development Standards to allow the applicant to extend the existing sign on the adjacent lot along West Centerville Road to a height of approximately fifty (50) feet. Based on the definition of a site for the purposes of signage, the existing sign is part of the site and can be used by the applicant. The applicant will also reface a panel on the existing freestanding sign located adjacent to IH 635 which includes advertisement for the Chuck E. Cheese.
10. The applicant proposes approximately 343.5 square feet of attached signage on the west elevation facing West Centerville Road and approximately 107.2 square feet on the south elevation facing IH 635, totaling 450.7 square feet. The proposed attached signage complies with the IH 635 Development Standards.
11. Future Detail Plans: The proposed PD would require approval of a Detail Plan for both the future pad sites. Should this request be approved, elements such as exterior elevations, landscape buffers and parking lot landscaping, and signage will be reviewed for the subsequent projects.

COMPREHENSIVE PLAN

The Envision Garland Plan designates the subject property as Urban Neighborhoods. Urban neighborhoods are higher density residential developments, characterized by moderate to high density single-family attached and multi-family residential units, greater than 12 units per acre. Developments within this category are predominantly residential, but may include compatible non-residential uses.

While the proposed Concept Plan and Detail Plan are not consistent with the recommendation of Envision Garland, the Planned Development reflects the existing development pattern in the surrounding area. Additionally, the goal of redeveloping and revitalizing older shopping areas with new development is met by the introduction to potentially three new community serving retail sites. The redevelopment of the site would provide valuable uses and services for the existing residential in the area.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

Properties to the northeast across Broadmoor Drive and to the southeast are zoned Single Family and are developed with single family residences. The properties surrounding the subject site to the north and west are zoned within various Planned Development Districts for General Business and Shopping Center Uses. The sites are developed with a variety of retail, restaurant and commercial amusement indoor uses. The continued use of the subject property for general business uses is consistent with the existing development pattern and surrounding uses.

Given the established surrounding uses the redevelopment of the site for retail uses is appropriate. The development would be a complimentary element of nearby Centerville Marketplace, supporting the new retail/restaurant uses in the area.

Prepared By:

Chasidy Allen, AICP
Principal Planner

Date: December 5, 2013

Reviewed By:

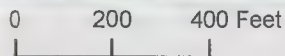
Anita Russelmann
Director of Planning


Date: December 6, 2013

Reviewed By:

William E. Dollar
City Manager

Date: December 9, 2013



 INDICATES AREA OF REQUEST

ZONING FILE 13-40

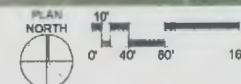
East of Interstate Highway 635 and south of West Centerville Road

Planned Development Conditions

- I. **Statement of Purpose:** The purpose of this Planned Development District is to permit the development General Business Uses subject to conditions.
- II. **Statement of Effect:** This Planned Development 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 General Business District set forth in Section 25, 32 and 47 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Development Plans:**
 - A. Concept Plan: Development shall be in general conformance with the Concept Plan as identified as Exhibit C. Should there be any conflict between the Concept Plan and the written conditions below, the conditions shall prevail.
 - B. Detail Plan: Development shall be in general accordance with the Detail Plan identified as Exhibit D.

Prior to issuance of a permit for new development on any tract or portion thereof, a Detail Plan and conditions shall be approved through the public hearing process for lots identified as future on the Concept Plan.
- V. **Specific Regulations:**
 - A. Permitted Uses: Uses shall be as permitted within the General Business (GB) District within the IH 635 Overlay.
 - B. Screening and Landscaping: The screening and landscaping shall be generally provided as shown on the landscape plan identified as Exhibit E. The required landscaping adjacent to the screening wall shall be provided on the residential property side. The property owner of the subject property identified by this PD shall be responsible for the maintenance of the landscaping.
 - C. Building Elevations: Building elevations shall be in conformance with Exhibit F.
 - D. Freestanding Signage: The existing signs shall be modified as reflected on Exhibit G-1. The overall height of the sign adjacent to IH 635 shall be fifty (50) feet with a sign area of 225 square feet.

- E. Attached Signage: Attached signage shall be provided as shown on Exhibit G-2 and G-3.



REVISIONS

ARCH. PROJECT NO.
13042
DRAWN
Author
CHECKED
Checker
SUBMITTAL DATES
11/19/13

ISSUE DATE
Issue Date

callaway
architecture
1307 W. LAUREL AVE., SUITE 106
RICHARDSON, TEXAS
PHONE: 214-368-2525

PRELIMINARY

THIS DRAWING IS INTENDED FOR
ARCHITECTURAL USE ONLY. IT IS NOT TO BE
USED FOR CONSTRUCTION OR
FOR ANY OTHER PURPOSE.
TOMMY CALLAWAY
DATE: 11/19/13

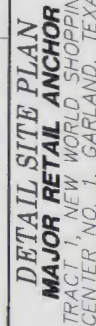
MAJOR RETAIL ANCHOR AT
I-635 & CENTERVILLE FIRST
GARLAND, TEXAS

SHEET TITLE

CONCEPTUAL
SITE PLAN
130711-2
Z 13-40

SHEET

S-1



1 LANDSCAPE PLAN

2 SITE SECTION 1

3 SITE SECTION 2

	TREES TO REMAIN	NEW ORNAMENTAL TREES	NEW LARGE TREES
SPACING	EXISTING	10' O.C. - 8' HIGH	30' O.C.
QUANTITY	13	47	7

PLANT LEGEND AND SCHEDULE

NOT TO SCALE

NOT TO SCALE

SITE DATA TABLE		
SITE AREA	157,832 SF	NOTES
AREA (AC)	3.57 ACRES	
EXISTING BUILDING AREA	SF	
PROPOSED BUILDING AREA	15,000 SF	
LEFT COVERAGE PROVIDED	17 IN.	
REQUIRED PARKING RATIOS	0.2500 SF	
PARKING REQUIRED	425 CARS	
PROVIDED PARKING	500 CARS	* 54 SPACE PROVIDED PH 1
HANDICAP PARKING REQUIRED	9 SPACES	
HANDICAP PARKING PROVIDED	10 SPACES	* 1 SPACE PROVIDED PH 1
PARKING PROVIDED PHASE 2	51 SPACES	PHASE 2 PARKING

Year	Rank	Program	Days	Time	Network	Viewers (millions)	Viewers (thousands)	Change
1	1	60 MINUTES	MON	7-8	ABC	3.9	3,900	UP
2	2	THE TONIGHT SHOW	TUE	11-12	NBC	3.8	3,800	UP
3	3	THE TONIGHT SHOW	WED	11-12	NBC	3.7	3,700	UP
4	4	THE TONIGHT SHOW	THU	11-12	NBC	3.7	3,700	UP
5	5	THE TONIGHT SHOW	FRI	11-12	NBC	3.7	3,700	UP
6	6	CHIMMELBY	SAT	11-12	NBC	3.6	3,600	UP
7	7	CHIMMELBY	SUN	11-12	NBC	3.6	3,600	UP
8	8	THE TONIGHT SHOW	SAT	12-1	NBC	3.6	3,600	UP
9	9	THE TONIGHT SHOW	SUN	12-1	NBC	3.6	3,600	UP
10	10	THE TONIGHT SHOW	SAT	1-2	NBC	3.6	3,600	UP
11	11	THE TONIGHT SHOW	SUN	1-2	NBC	3.6	3,600	UP
12	12	THE TONIGHT SHOW	SAT	2-3	NBC	3.6	3,600	UP
13	13	THE TONIGHT SHOW	SUN	2-3	NBC	3.6	3,600	UP
14	14	THE TONIGHT SHOW	SAT	3-4	NBC	3.6	3,600	UP
15	15	THE TONIGHT SHOW	SUN	3-4	NBC	3.6	3,600	UP
16	16	THE TONIGHT SHOW	SAT	4-5	NBC	3.6	3,600	UP
17	17	THE TONIGHT SHOW	SUN	4-5	NBC	3.6	3,600	UP
18	18	THE TONIGHT SHOW	SAT	5-6	NBC	3.6	3,600	UP
19	19	THE TONIGHT SHOW	SUN	5-6	NBC	3.6	3,600	UP
20	20	THE TONIGHT SHOW	SAT	6-7	NBC	3.6	3,600	UP
21	21	THE TONIGHT SHOW	SUN	6-7	NBC	3.6	3,600	UP
22	22	THE TONIGHT SHOW	SAT	7-8	NBC	3.6	3,600	UP
23	23	THE TONIGHT SHOW	SUN	7-8	NBC	3.6	3,600	UP
24	24	THE TONIGHT SHOW	SAT	8-9	NBC	3.6	3,600	UP
25	25	THE TONIGHT SHOW	SUN	8-9	NBC	3.6	3,600	UP
26	26	THE TONIGHT SHOW	SAT	9-10	NBC	3.6	3,600	UP
27	27	THE TONIGHT SHOW	SUN	9-10	NBC	3.6	3,600	UP
28	28	THE TONIGHT SHOW	SAT	10-11	NBC	3.6	3,600	UP
29	29	THE TONIGHT SHOW	SUN	10-11	NBC	3.6	3,600	UP
30	30	THE TONIGHT SHOW	SAT	11-12	NBC	3.6	3,600	UP
31	31	THE TONIGHT SHOW	SUN	11-12	NBC	3.6	3,600	UP
32	32	THE TONIGHT SHOW	SAT	12-1	NBC	3.6	3,600	UP
33	33	THE TONIGHT SHOW	SUN	12-1	NBC	3.6	3,600	UP
34	34	THE TONIGHT SHOW	SAT	1-2	NBC	3.6	3,600	UP
35	35	THE TONIGHT SHOW	SUN	1-2	NBC	3.6	3,600	UP
36	36	THE TONIGHT SHOW	SAT	2-3	NBC	3.6	3,600	UP
37	37	THE TONIGHT SHOW	SUN	2-3	NBC	3.6	3,600	UP
38	38	THE TONIGHT SHOW	SAT	3-4	NBC	3.6	3,600	UP
39	39	THE TONIGHT SHOW	SUN	3-4	NBC	3.6	3,600	UP
40	40	THE TONIGHT SHOW	SAT	4-5	NBC	3.6	3,600	UP
41	41	THE TONIGHT SHOW	SUN	4-5	NBC	3.6	3,600	UP
42	42	THE TONIGHT SHOW	SAT	5-6	NBC	3.6	3,600	UP
43	43	THE TONIGHT SHOW	SUN	5-6	NBC	3.6	3,600	UP
44	44	THE TONIGHT SHOW	SAT	6-7	NBC	3.6	3,600	UP
45	45	THE TONIGHT SHOW	SUN	6-7	NBC	3.6	3,600	UP
46	46	THE TONIGHT SHOW	SAT	7-8	NBC	3.6	3,600	UP
47	47	THE TONIGHT SHOW	SUN	7-8	NBC	3.6	3,600	UP
48	48	THE TONIGHT SHOW	SAT	8-9	NBC	3.6	3,600	UP
49	49	THE TONIGHT SHOW	SUN	8-9	NBC	3.6	3,600	UP
50	50	THE TONIGHT SHOW	SAT	9-10	NBC	3.6	3,600	UP
51	51	THE TONIGHT SHOW	SUN	9-10	NBC	3.6	3,600	UP
52	52	THE TONIGHT SHOW	SAT	10-11	NBC	3.6	3,600	UP
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56	56	THE TONIGHT SHOW	SAT	12-1	NBC	3.6	3,600	UP
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58	58	THE TONIGHT SHOW	SAT	1-2	NBC	3.6	3,600	UP
59	59	THE TONIGHT SHOW	SUN	1-2	NBC	3.6	3,600	UP
60	60	THE TONIGHT SHOW	SAT	2-3	NBC	3.6	3,600	UP
61	61	THE TONIGHT SHOW	SUN	2-3	NBC	3.6	3,600	UP
62	62	THE TONIGHT SHOW	SAT	3-4	NBC	3.6	3,600	UP
63	63	THE TONIGHT SHOW	SUN	3-4	NBC	3.6	3,600	UP
64	64	THE TONIGHT SHOW	SAT	4-5	NBC	3.6	3,600	UP
65	65	THE TONIGHT SHOW	SUN	4-5	NBC	3.6	3,600	UP
66	66	THE TONIGHT SHOW	SAT	5-6	NBC	3.6	3,600	UP
67	67	THE TONIGHT SHOW	SUN	5-6	NBC	3.6	3,600	UP
68	68	THE TONIGHT SHOW	SAT	6-7	NBC	3.6	3,600	UP
69	69	THE TONIGHT SHOW	SUN	6-7	NBC	3.6	3,600	UP
70	70	THE TONIGHT SHOW	SAT	7-8	NBC	3.6	3,600	UP
71	71	THE TONIGHT SHOW	SUN	7-8	NBC	3.6	3,600	UP
72	72	THE TONIGHT SHOW	SAT	8-9	NBC	3.6	3,600	UP
73	73	THE TONIGHT SHOW	SUN	8-9	NBC	3.6	3,600	UP
74	74	THE TONIGHT SHOW	SAT	9-10	NBC	3.6	3,600	UP
75	75	THE TONIGHT SHOW	SUN	9-10	NBC	3.6	3,600	UP
76	76	THE TONIGHT SHOW	SAT	10-11	NBC	3.6	3,600	UP
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79	79	THE TONIGHT SHOW	SUN	11-12	NBC	3.6	3,600	UP
80	80	THE TONIGHT SHOW	SAT	12-1	NBC	3.6	3,600	UP
81	81	THE TONIGHT SHOW	SUN	12-1	NBC	3.6	3,600	UP
82	82	THE TONIGHT SHOW	SAT	1-2	NBC	3.6	3,600	UP
83	83	THE TONIGHT SHOW	SUN	1-2	NBC	3.6	3,600	UP
84	84	THE TONIGHT SHOW	SAT	2-3	NBC	3.6	3,600	UP
85	85	THE TONIGHT SHOW	SUN	2-3	NBC	3.6	3,600	UP
86	86	THE TONIGHT SHOW	SAT	3-4	NBC	3.6	3,600	UP
87	87	THE TONIGHT SHOW	SUN	3-4	NBC	3.6	3,600	UP
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91	91	THE TONIGHT SHOW	SUN	5-6	NBC	3.6	3,600	UP
92	92	THE TONIGHT SHOW	SAT	6-7	NBC	3.6	3,600	UP
93	93	THE TONIGHT SHOW	SUN	6-7	NBC	3.6	3,600	UP
94	94	THE TONIGHT SHOW	SAT	7-8	NBC	3.6	3,600	UP
95	95	THE TONIGHT SHOW	SUN	7-8	NBC	3.6	3,600	UP
96	96	THE TONIGHT SHOW	SAT	8-9	NBC	3.6	3,600	UP
97	97	THE TONIGHT SHOW	SUN	8-9	NBC	3.6	3,600	UP
98	98	THE TONIGHT SHOW	SAT	9-10	NBC	3.6	3,600	UP
99	99	THE TONIGHT SHOW	SUN	9-10	NBC	3.6	3,600	UP
100	100	THE TONIGHT SHOW	SAT	10-11	NBC	3.6	3,600	UP

REQUIREMENTS Table 1 - Table 1 (Table 1) - Page 2		
PHASE 1 - PARKING AREA		REMARKS
PARKING AREA	2.0000	50.00
AREA LANDSCAPED	11.122	
PERCENTAGE LANDSCAPED	5.0%	
REQUIRED PERCENTAGE	5.0%	
PROVIDED PERCENTAGE	5.0%	MEETS REQUIREMENTS
AREA		
OVERALL SITE AREA	141.432	40.00
AREA LANDSCAPED	89.283	
PERCENTAGE LANDSCAPED	6.3%	
REQUIRED PERCENTAGE	1.00%	

PHASE 1 - PARKING AREA			REMARKS
PARKING AREA	AREA		
	158.77	50.17	
AREA LANDSCAPED	3.40		
PERCENT LANDSCAPED			
REQUIRED PERCENTAGE	3.5%		
PROVIDED PERCENTAGE	11.8%		MBL'S REQUIRED PERCENT
	AREA		
OVERALL SITE AREA	597.13	56.18	
AREA LANDSCAPED	26.52		
PERCENTAGE LANDSCAPED			
REQUIRED PERCENTAGE	10.0%		

PLANT LEGEND					
COMMON NAME	BOTANICAL NAME	SIZE	QUANTITY / PERCENT	PHASE	NOTES
TREES					
CHAMPAGNE OAK	<i>Quercus chrysolepis</i>	5' and	27	1	10-15 ft, straight trunk, full branching
		6	3	2	
SHRUBBED RED OAK	<i>Quercus coccinea</i>	5' and	7	1	10-15 ft, straight trunk, full branching
CEDEAR OAK	<i>Quercus coccinea</i>	5' and	27	1	10-15 ft, straight trunk, full branching
		6	3	2	
CHAMPAGNE OAK	<i>Quercus chrysolepis</i>	5' and	37	1	10-15 ft, straight trunk, full branching
SHRUBS					
POWDER BUSHED HOLLY	<i>Ilex glabra</i> (Small Bush)	3' and	543	1	full and spreading
ARABIDOPSIS ALBA THYME	<i>Arabis alba</i> (Thyme)	3' and	53	1	full and spreading
GRASSES & BOWNS					
AGAVE JAGGIE	<i>Trachypogon dactyloides</i>	3' and	1	100%	1-2 ft, single spilling
BERNARDINA JAGGIE	<i>Cyperus sp.</i>	3' and	1	100%	1-2 ft, single spilling

NOT TO SCALE

REVISIONS

ARCH PROJECT NO.

13042

DRAWN

JCH

© 1998 BENTON & BOWLES

SUBJECT

11/19/

OPTIS DAC

callaway
architecture

PRELIMINARY

THIS DRAWING IS INTENDED FOR
REVIEW ONLY AND MAY NOT BE
USED FOR CONSTRUCTION OR
BUILDING PERMIT

TONY CALLAWAY
TBAE #7672
DATE: 11/26/13

MAJOR RETAIL ANCHOR
I-40 @ CENTERVILLE ROAD
GARI AND TEXAS

SHEET TITLE

PLAN

130711-2

SHEET

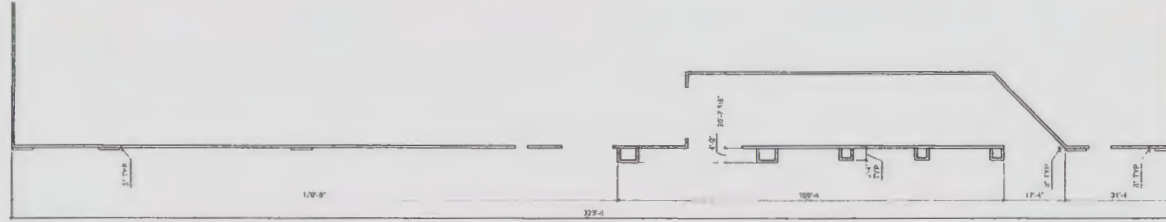
113

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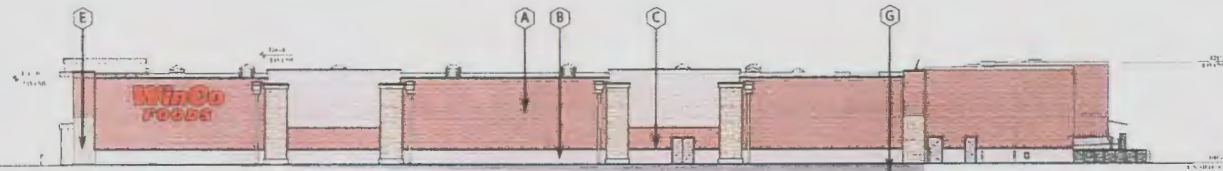
121



FRONT ELEVATION
SCALE: 1/16" = 1'-0"



BACK ELEVATION
SCALE: 1/16" = 1'-0"



RIGHT ELEVATION
SCALE: 1/16" = 1'-0"



LEFT ELEVATION
SCALE: 1/16" = 1'-0"

MATERIALS

- A RED QUIK-BRICK
- B LIGHT QUIK-BRICK
- C QUIK-BRICK BAND
- D WHITE E.J.F.S.
- E STONE
- F METAL ROOF
- G STEM WALL

FRONT ELEVATION

A+B+C	D	E	F
76.04%	7.6%	9.45%	6.91%

BACK ELEVATION

A+B+C	E	F	G
95.68%	0.89%	1.08%	2.35%

RIGHT ELEVATION

A+B+C	E	G
90.74%	7.69%	1.57%

LEFT ELEVATION

A+B+C	E	G
93.4%	1.04%	5.56%

REVISIONS

ARCH: 110001-01
110001
110001
110001
110001
110001
110001
110001

DATE: 11/11/11
PROJECT: 110001

callaway
architecture
1307 HAMPSHIRE LANE, SUITE 105
RICHARDSON, TEXAS
PHONE: 214-248-2125

PRELIMINARY

THIS DRAWING IS FOR INFORMATION ONLY AND SHALL NOT BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE.
110001 CALLAWAY
DATE: 11/11/11

MAJOR RETAIL ANCHOR AT
I-635 & CENTERVILLE FIRST
GARLAND, TEXAS

SHEET TITLE
PRELIMINARY
EXTERIOR
ELEVATIONS
130711-2
Z. 13-40

SHEET

A-1

NOV 15 2013 PM 2:44



Refurbish Existing Pylon Sign
scale: 1/8"=1'-0" 225sf

- FACE - FLEXIBLE FACE SUBSTRATE w/ 1st SURFACE VINYL GRAPHICS
- NEW ALUM. FABRICATED CABINET, PAINTED TO MATCH OLD CABINET
- ILLUMINATION - INTERNAL FLUORESCENT LAMPS



Refurbish Existing Pylon Sign
scale: 1/8"=1'-0" 200sf

- FACE - FLEXIBLE FACE SUBSTRATE w/ 1st SURFACE VINYL GRAPHICS
- REFURBISH EXISTING PYLON STRUCTURE - NEW ROCK BASE, REPAINT STRUCTURE
- NEW ALUM. FABRICATED CABINET, PAINTED TO MATCH EXISTING TENANT CABINET
- ILLUMINATION - INTERNAL FLUORESCENT LAMPS
- NEW ALUM. FABRICATED CABINET, PAINTED TO MATCH EXISTING TENANT CABINET
- NEW ACRYLIC "CENTER" COPY

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

16265 Star Road, Tampa, ID 83687 toll free: 800.592.8058 tele: 208.345.4020 fax: 208.336.9886 www.imagenational.com

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CROSSROAD CENTER

Garland, TX.

07.16.2013

SJVL

00000

WF-Garland TX-C

O. Cobb

R4 11.14.2013 SC

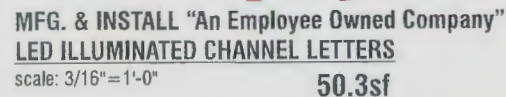
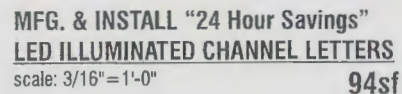
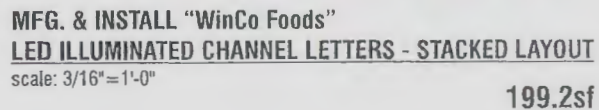
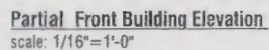


NAMPA PLANT
UL #433195-001

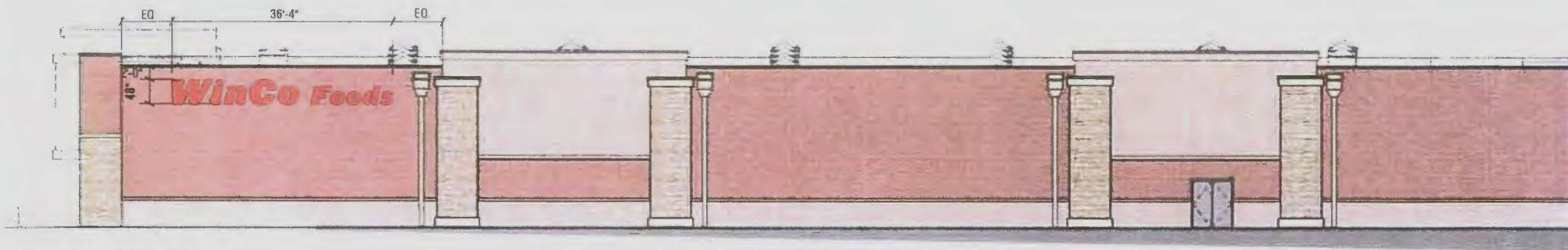
UL LISTED - All signs, structures, and lighting equipment must be tested and listed by Underwriters Laboratories (UL) or an approved testing agency. The listing number is shown on the UL label. The listing number is shown on the UL label. The listing number is shown on the UL label.

page #

1 of 9

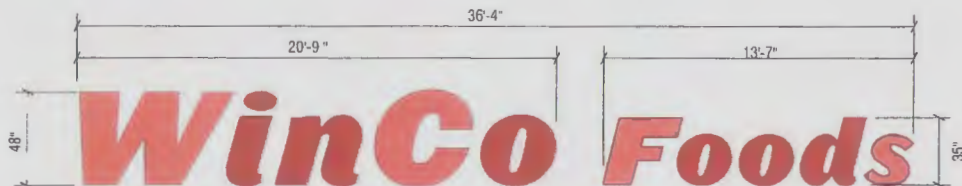


29



Partial Side Building Elevation

scale: 1/16"=1'-0"



MFG. & INSTALL "WinCo Foods"

LED ILLUMINATED CHANNEL LETTERS - HORIZONTAL LAYOUT

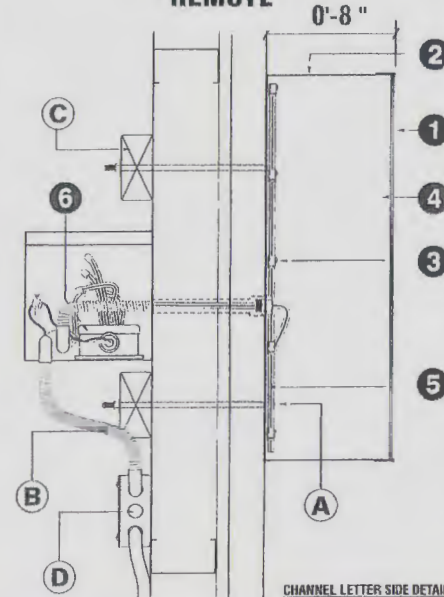
scale: 3/16"=1'-0"

107.2sf

INSTALL

- A. Non-Corrosive Securement
3/8" Rivet Nut w/ All-Thread Attachment
(or appropriate mounting hardware)
 - B. 1/2" Flexible Conduit Whip to 120v Power
 - C. Blocking as Required per Location
 - D. (1) 20 amp 120v Circuit Required
(supplied by others than Image National)
- NOTE:** Disconnect Switch Required in
Transformer Box (Supplied by Image National)

LED ILLUMINATION REMOTE



CHANNEL LETTER SIDE DETAIL
scale: N.T.S.

EXHIBIT G - 3

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

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CROSSROAD CENTER

Garland, TX.

07.16.2013

S.N.L.

00000

WF-Garland TX-C

D. Cobb

R4 11.14.2013 SC



WAMPA PLANT
UL #433195-001

page #

3 of 9

07.16.2013



EXTERIOR PERSPECTIVE
NOT TO SCALE

REVISIONS

ARCH. PROJECT NO.
13042
DRAWN
Author
Checked
Checked
SUBMITTAL DATED
11/25/13

OTD DATE
Issue Date

callaway
architecture
1297 HANSHURST LANE, SUITE 105
RICHARDSON, TEXAS
PHONE: 214-368-2325

PRELIMINARY

THIS DRAWING IS EXEMPTED FOR
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USED FOR CONSTRUCTION OR
BUILDING PERMIT.
1297 CALLAWAY
RICHARDSON, TEXAS
DATE: 11/25/13

MAJOR RETAIL ANCHOR AT
I-635 & CENTERVILLE FIRST
GARLAND, TEXAS

SHEET TITLE

EXTERIOR
PERSPECTIVE
130711-2
Z. 13-40

SHEET

A-2

REPORT & MINUTES

P.C. Meeting, November 25, 2013 (9 Members Present)

Consideration of the application of Tony Callaway, requesting approval of 1) an amendment to Planned Development District (68-40) for General Business (GB) Uses, 2) a Concept Plan, 3) a Detail Plan for a Grocery Store, and 4) variances to the IH 635 Development Standards including to Section 34.20(C) regarding screening from residential districts and screening of loading and outdoor storage areas, and Section 34.21(C)(3) regarding the size and height of a freestanding sign. The property is located at 1122 West Centerville Road, east of Interstate Highway 635, south of Centerville Road. (File 13-40)

The applicant Kim Wise spoke regarding his work with the proposed project and the commercial development within the surrounding area.

Representing the applicant Tony Callaway, 507 Hampshire Lane, Richardson, TX provided a detailed overview of WinCo, addressed issues concerning entrance accessibility to the store, the variance request for signage and drainage. Mr. Callaway also addressed the proposed screening wall and truck access issues that arose from a neighborhood meeting that was held.

Resident Frances Hiner, 1113 Intervale, Garland, TX spoke in support of the request, but stated concern regarding noise from the deliveries.

Motion was made by Commissioner Welborn, seconded by Commissioner Luckie to close the Public Hearing and open discussion **Motion carried: 7 Ayes, 0 Nays.**

Plan Commissioners addressed the need for additional signage and screening of the loading dock from the adjacent neighborhood.

Motion was made by Commissioner Welborn, seconded by Commissioner O'Hara to approve the request per staff recommendations, to include an additional screening wall at the loading dock and approval of the sign variance request. **Motion carried: 7 Ayes, 0 Nays.**



Z 13-40

INDICATES AREA
OF REQUEST



GARLAND

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

November 14, 2013

HEARING DATE/TIME: Plan Commission: November 25, 2013 – 7:00 PM

APPLICANT: Tony Callaway

File 13-40

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, November 25, 2013, in the Council Chambers of City Hall, 200 North Fifth Street, to consider the application of **Tony Callaway**, requesting approval of 1) an amendment to Planned Development District (68-40) for General Business (GB) Uses, 2) a Concept Plan, 3) a Detail Plan for a Grocery Store, and 4) variances to the IH 635 Development Standards including to Section 34.18(B) regarding building materials, Section 34.20(B) regarding landscape buffers, Section 34.20(C) regarding screening from residential districts and screening of loading and outdoor storage areas, Section 34.21(C)(3) regarding the size and height of a freestanding sign, and Section 34.21(C)(4)(b)(i) regarding the maximum allowable sign area for attached signage. The property is shown on the enclosed sketch and is described as follows:

BEING a 14.216 acre and 0.017 acre portions of New World Shopping Center No. 1 as recorded in Volume 68219, Page 1180 and Volumes 82117 and 83032, Pages 1739 and 3056, respectively, of the Deed Records of Dallas County, Texas. This property is located at 1122 West Centerville Road. (District 5)

Note: The applicant requests the amendment to the Planned Development, Concept Plan, Detail Plan and associated variances to develop the property with an approximately 85,000 square foot grocery store. There are no development plans for the additional lots on the Concept Plan at this time.

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

(Please Check One Below)

_____ I am in favor of the request.

_____ I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Printed Name

Address

City, State

Zip

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

Signature

Title

Date: _____



GARLAND

November 14, 2013

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

HEARING DATE/TIME: Plan Commission: November 25, 2013 - 7:00 PM

APPLICANT: Tony Callaway

File 13-40

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, November 25, 2013, in the Council Chambers of City Hall, 200 North Fifth Street, to consider the application of **Tony Callaway**, requesting approval of 1) an amendment to Planned Development District (68-40) for General Business (GB) Uses, 2) a Concept Plan, 3) a Detail Plan for a Grocery Store, and 4) variances to the IH 635 Development Standards including to Section 34.18(B) regarding building materials, Section 34.20(B) regarding landscape buffers, Section 34.20(C) regarding screening from residential districts and screening of loading and outdoor storage areas, Section 34.21(C)(3) regarding the size and height of a freestanding sign, and Section 34.21(C)(4)(b)(i) regarding the maximum allowable sign area for attached signage. The property is shown on the enclosed sketch and is described as follows:

BEING a 14.216 acre and 0.017 acre portions of New World Shopping Center No. 1 as recorded in Volume 68219, Page 1180 and Volumes 82117 and 83032, Pages 1739 and 3056, respectively, of the Deed Records of Dallas County, Texas. This property is located at 1122 West Centerville Road. (District 5)

Note: The applicant requests the amendment to the Planned Development, Concept Plan, Detail Plan and associated variances to develop the property with an approximately 85,000 square foot grocery store. There are no development plans for the additional lots on the Concept Plan at this time.

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

(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Printed Name

Address

City, State

Zip

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

Signature

Title

Date

1106 INTERVALE, GARLAND TX 75043
Evelyn Kubrick, GARLAND, TX 75043
Evelyn Kubrick - owner
11-19-13



GARLAND

November 14, 2013

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

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(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

(Please complete the following information)

Your Property Address

905 INTERVALE (JOE F. LUMSDEN)

Printed Name

GARLAND, TX. 75043

Address

City, State

Zip

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

J.F. Lumsden

Signature

Title

Date: 11-18-13



GARLAND

November 14, 2013

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

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(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

*There ~~is~~ already too many empty buildings around here
I don't see need to build more. We need to use what
we have!*

(Please complete the following information)

Your Property Address

Ruby N Carter
Printed Name

905 Arrowhead *Garland Tx* *75043*
Address City, State Zip

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

Ruby Carter
Signature

Owner
Title

Date: *11/12/13*



GARLAND

November 14, 2013

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

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(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

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

I approve only if the new property owner is a responsible neighbor and will keep the property clean. Also if there are enough screening to protect all homeowners from excess noise and traffic.

Your Property Address

926 Cherry Chase Dr

Printed Name

Velma Ruth M. Webb

Address

Garland Tx

City, State

75043

Zip

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

Velma Ruth M. Webb

Signature

home owner

Title

Date: *11-17-13*



Planning Report

Max Alley Investment

On the west side of Broadway Boulevard, approximately 385 linear feet south of the intersection of Broadway Boulevard and Guthrie Road

REQUEST

Approval of 1) a Detail Plan and 2) a Specific Use Permit for Retail Sales/Personal Service on property zoned Planned Development (PD) District 13-32 for Freeway Uses and within the IH 30 Overlay.

OWNER

Garland Pro-Pretty, LLC.

PLAN COMMISSION RECOMMENDATION

On November 25, 2013 the Plan Commission, by a vote of seven (7) to zero (0), recommended approval of 1) a Detail Plan and 2) a Specific Use Permit for Retail Sales/Personal Service for a period of 20 years and tied to Family Dollar.

STAFF RECOMMENDATION

Approval of a Detail Plan and a Specific Use Permit for Retail Sales/Personal Service for a period of 20 years and tied to Family Dollar. The proposed Retail Sales/Personal Service Use is consistent with the Envision Garland Plan recommendation and compatible with the surrounding land uses.

BACKGROUND

Planned Development (PD) District 13-32 requires approval of a Detail Plan through a public hearing process before development occurs on the subject property. Furthermore, the development of the subject property as Retail Sales/Personal Service is subject to a Specific Use Permit, if the development (building plus parking area) is more than 20 percent of the platted lot. The applicant is proposing a Detail Plan and a Specific Use Permit for a Family Dollar store whose square footage in conjunction with the parking area exceeds 20 percent of the site.

SITE DATA

The subject property contains approximately 1.12 acres in area, fronting approximately 163 feet along Broadway Boulevard. Access to the site is from Broadway Boulevard.

USE OF PROPERTY UNDER CURRENT ZONING

Planned Development (PD) District 13-32 for Freeway Uses limits the uses generally permitted in the Freeway (FW) District within the IH 30 Overlay. The PD sets forth the permitted uses based upon each lot. The PD District accommodates a broad range of non-residential land uses including Restaurant, Financial Institution, and Retail Sales/Personal Service. Retail Sales/Personal Service is permitted on the subject property only with a Specific Use Permit if the use consists of more than 20% of a platted lot.

CONSIDERATIONS

1. The intent of Planned Development (PD) District 13-32 was to allow limited Freeway Uses on 12 lots that comprise two areas located to the northwest and southwest of the intersection of Broadway Boulevard and Guthrie Road. Retail Sales/Personal Service is allowed on 10 of the 12 lots, but only with a Specific Use Permit if the use exceeds 20 percent of the lot area. Presently, the only development that has occurred is a RaceTrac gas station located on the southwest corner of Broadway Boulevard and Guthrie Road. The development of the RaceTrac resumes the retail and commercial character of properties located along Broadway Boulevard from IH 30 to Guthrie Road. Retail Sales/Personal Service, at the scale being proposed, is an appropriate use considering the established surrounding land uses and the purpose of Planned Development (PD) District 13-32.
2. The proposed Detail Plan is a component of the Planned Development regulations that establish the guidelines to develop an 8,320 square foot retail building on the subject property. The Detail Plan, Landscape Plan, proposed signage and building elevations are in compliance with all of the conditions of Planned Development (PD) District 13-32 and the IH 30 Development Standards. The proposed building facades consist of brick veneer and EIFS, meeting the exterior wall material and articulation requirements. The applicant proposes attached signs and 1 monument sign, also in compliance.
3. The applicant requests approval of a Specific Use Permit for Retail Sales/Personal Service for a period of 20 years and tied to Family Dollar.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Community Center for the subject property. 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 between neighborhoods and Community Centers for pedestrians, bicycles, motorized vehicles, and transit.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The property immediately to the north is zoned Planned Development (PD) District 13-32 for limited Freeway Uses with a Specific Use Permit (S 09-20) for Retail Sales with Gas Pumps; this property is developed with a RaceTrac gas station. The properties further north, on both sides of Broadway Boulevard, are zoned Freeway (FW) District and are developed with a mixture of Retail Sales/Personal Service, Office and Restaurant Uses. The property located to the east of the site, across Broadway Boulevard, is zoned Office-1 (O-1) District and is comprised of retail and office uses and a portion is undeveloped. The properties to the south and east are zoned Planned Development (PD) District 13-32 for limited Freeway Uses; these properties are undeveloped and mostly located in the floodplain.

The properties situated along Broadway Boulevard are retail and commercial in nature. The character of the established development makes the proposed Retail Sales/Personal Service a suitable use for the surrounding area. The scale of the proposed building and intensity of the foreseen commercial activity generated by the proposed store is comparable with the buildings and commercial activity present in the immediate area.

Prepared By:

Josue De La Vega
Development Planner

Date: December 5, 2013

Reviewed By:

Anita Russelmann
Director of Planning

Date: December 9, 2013

Reviewed By:


William E. Dollar
City Manager

Date: December 10, 2013



0 100 200 Feet

ZONING Z 13-44

 INDICATES AREA OF REQUEST

PLANNED DEVELOPMENT REQUIREMENTS

ZONING FILE 13-44

South of IH30, west of Broadway Boulevard

- I. **Statement of Purpose:** The purpose of this Planned Development District is to allow the development of Retail Sales/Personal Service.
- II. **Statement of Effect:** This Planned Development District shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Freeway (FW) District set forth in Sections 31, 32, and 48 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Development Plans:**

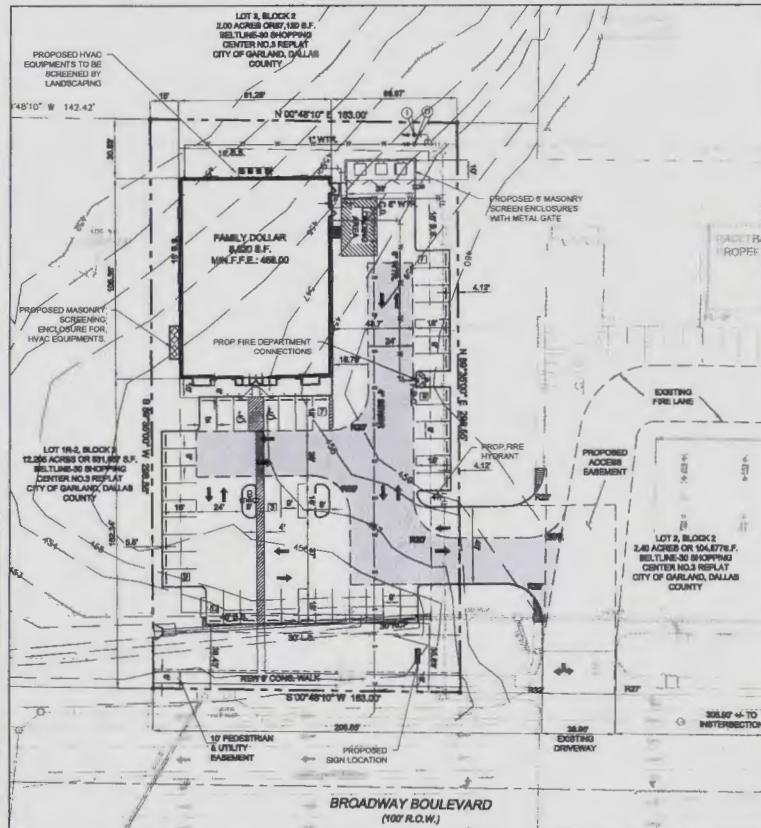
Detail Plan: Development on the subject property shall be in general conformance with the approved Detail Plan set forth in Exhibit C. However, in the event of conflict between the Detail Plan and the conditions, the conditional shall prevail.
- V. **Specific Regulations:**
 - A. Landscape Plan: Screening and landscaping shall be provided as shown on Exhibit D.
 - B. Elevations: Elevations shall be in compliance with the approved elevations shown on Exhibit E.
 - C. Development Standards: The subject property shall comply with the IH 30 Development Standards, the Freeway (FW) District development regulations, as well as all other applicable codes and ordinance unless otherwise specified in these conditions.
 - E. Permitted Uses:
 - Antenna, Commercial Type 1
 - Antenna, Commercial Type 2*
 - Antenna, Private
 - Automobile Repair, Minor* (not within 500 feet of residential district)
 - Drug Store/Pharmacy**
 - Financial Institution
 - Furniture and Appliance Sales (SUP required if less than 50,000 square feet of building)
 - Laundry or Cleaners (SUP if more than 10% of platted lot, pick up/drop off only)
 - Pet Sales and Grooming**

Printer, Small Scale***
Restaurant
Restaurant, Drive-Through*
Retail Sales/Personal Service**

- * Allowed by Specific Use Permit only
- ** Requires a Specific Use Permit if the use consists of more than 20% of a
platted lot
- *** Requires a Specific Use Permit if the use consists of more than 25% of a
platted lot



LEGEND	
EXISTING BOUNDARY	PROPOSED CURB
EXISTING CURB	PROPOSED SAW-CUT
EXISTING WATER MAIN	PROPOSED WOOD FENCE
EXISTING SANITARY SEWER	PROPOSED STORM INLETS
EXISTING SEWER MANHOLE	PROPOSED ROOF DRAIN
EXISTING CLEAN OUT	PROPOSED AREA LIGHT
EXISTING ELECTRIC	PROPOSED HANDICAP SIGN
EXISTING POWER POLE	PROPOSED HANDICAP LOGO
EXISTING STORM SEWER	PROPOSED FIRE HYDRANT
EXISTING STORM INLET	PROPOSED WATER METER
EXISTING FENCE	PROPOSED WATER LINE
EXISTING WATER METER	PROPOSED CONCRETE WHEEL STOP
EXISTING TREE	PROPOSED SANITARY SEWER LINE
EX TELEPHONE	PROPOSED SANITARY SEWER MANHOLE
EXISTING GAS LINE	PROPOSED TELEPHONE LINE
EXISTING ELECTRICAL BOX	PROPOSED GAS LINE
EXISTING TRAFFIC SIGNAL POLE	PROPOSED ELECTRICAL LINE
EX STREET LIGHT POLE	PROPOSED POWER POLE
EXISTING TRAFFIC SIGNS	PROPOSED MONUMENT/POLE SIGN
EXISTING GUY WIRE	PIPE BOLLARD
EXISTING FIBER OPTIC CABLE	
BOUNDARY LINE	



OWNER MAX ALLEY INVESTMENTS, LLC 29 MORRIS LANE TEXARKANA, TEXAS 75603 CONTACT: JAMES KERRINGTON TEL: 803-223-8000 x 1380	ENGINEER MORRIS ENGINEERING INC. 3618 FIDELITY LANE PLANO, TEXAS 75083 CONTACT: MORRIS MORRIS TEL: 214-808-6271	SURVEYOR MORRIS ENGINEERING INC. 3618 FIDELITY LANE PLANO, TEXAS 75083 CONTACT: MORRIS MORRIS TEL: 214-808-6271
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PROJECT BENCHMARK	
CITY OF GARLAND GPS #5 N: 7002346.305 E: 2955272.73 ELEV: 305.448	CITY OF GARLAND GPS #6 N: 8009447.410 E: 208118.129 ELEV: 475.280

GENERAL NOTES

1. ALL SIGNS WILL REQUIRE SEPARATE SIGN PERMIT. NO SIGN ALLOWED IN AN EASEMENT.
2. BUILDING TO BE CONSTRUCTED WITH SPRINKLER SYSTEM.
3. ALL PROPOSED OFF-SITE UTILITIES WILL BE CONSTRUCTED AS NEEDED PER SCHEDULE OF DEVELOPMENT OF ADJACENT PROPERTY.

SITE DATA SUMMARY	
NUMBER OF LOTS	1
LOT AREA	1.12 ACRES OR 48,431 SQ. FT.
EXISTING ZONING	PD 13-32
PROPOSED USE	RETAIL
EXISTING EASEMENT	5,100 SQ. FT.
PARKING REQUIRED	43 (13-32)
PARKING PROVIDED	44
BUILDING COVERAGE	17.20%
MAX. BUILDING HEIGHT ALLOWED	30'
BUILDING HEIGHT PROVIDED	28'
BUILDING SETBACKS	FRONT: 40' SIDE: 15' REAR: 15'
LANDSCAPE SETBACKS	FRONT: 10' SIDE: 10' REAR: 10'
EXTERIOR FACADE MATERIAL	MAXIMUM 50% PRIMARY MASONRY PRODUCT MAXIMUM 50% SECONDARY MASONRY PRODUCT MAXIMUM 20% NON MASONRY PRODUCT ALL ABOVE EXCLUDE DOORS, WINDOWS & WINDOW WALLS
REQUIRED EMBARKERS	NONE

WATER METER & SANITARY SEWER SCHEDULE			
ID	TYPE	SIZE	NO. & S&W
(D)	DOM.	1"	1
(I)	IRL	1"	1

LEGEND	
PUBLIC UTILITY EASEMENT	P.U.E.
SANITARY SEWER EASEMENT	S.E.
DRAINAGE EASEMENT	D.E.
WATERLINE EASEMENT	W.E.
CLEAN OUT	C.O.
GAS METER	GM
ELECTRICAL TRANSFORMER	ET
FIRE HYDRANT	FH
SANITARY SEWER MANHOLE	SSMH
STORM SEWER MANHOLE	SSMMH
BUILDING SET BACK	B.S.
LANDSCAPE SETBACK	L.S.B.
PRESSURE REDUCING VALVE	PRV
PROPOSED FIRE LINE	
FIRE DEPARTMENT CONNECTION	F.D.C.

FLOOD PLAIN NOTE: THIS PROPERTY LIES IN ZONE "X" AND DOES NOT LOCATE WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN, AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP FOR THE CITY OF GARLAND, TEXAS OF DALLAS COUNTY COMMUNITY PANEL NUMBER 4511303060 K, DATED FEBRUARY 5, 2003.

MORRIS ENGINEERING, INC.
 3618 FIDELITY LANE
 PLANO, TEXAS 75083
 (214) 808-6271
 FAX: (214) 808-6271

TRIANGLE ENGINEERING, LLC
 1000 RICHMOND AVE., SUITE 100
 DALLAS, TEXAS 75201
 (214) 772-5600

01/15/2013

FAMILY DOLLAR STORE
 BROADWAY BLVD.
 GARLAND, TEXAS

SITE PLAN
 PROJECT NO: 12-041
 DATE: 10/09/13
 DRAWN BY: MK
 CHECKED BY: MK

SHEET # **3**

CASE NO. Z13-44

EXHIBIT C



VICINITY MAP
N.T.S.

SITE DATA SUMMARY				
NUMBER OF LOT	1	1.1 ACRES OR 48,651 SQ. FT.		
CITY AREA	1	1.1 ACRES OR 48,651 SQ. FT.		
EXISTING ZONING	PD 12-32			
PROPOSED ZONING	PD 12-32			
PROPOSED LOT	1	1.1 ACRES OR 48,651 SQ. FT.		
PARKING REQUIRED	44			
PARKING PROVIDED	44			
BUILDING COVERAGE	17.30%			
MAXIMUM ADJACENT HEIGHT ALLOWED	30'			
BUILDING HEIGHT PROVIDED	25'			
BUILDING SETBACKS				
FRONT	40'			
SIDE	15'			
REAR	15'			
LANDSCAPE SETBACKS				
FRONT	30'			
SIDE	10'			
REAR	10'			
EXTERIOR FACADE MATERIAL				
MAXIMUM 50% PRIMARY MASONRY PRODUCT				
MAXIMUM 30% SECONDARY MASONRY PRODUCT				
MAXIMUM 20% NON-MASONRY PRODUCT				
REQUIRED FINISHES				
ROOF	10'			

WATER METER & SANITARY SEWER SCHEDULE				
ID	TYPE	SIZE	NO.	SAN. SEW.
1	DOM.	1"	1	4"
2	IRUL	1"	1	N/A

LANDSCAPE TOLERANCES (for SH100, 130 and 1935)
SITE LANDSCAPE REQUIREMENTS (see area 48,651)
Final amount: 10% of the lot to be landscaped area.

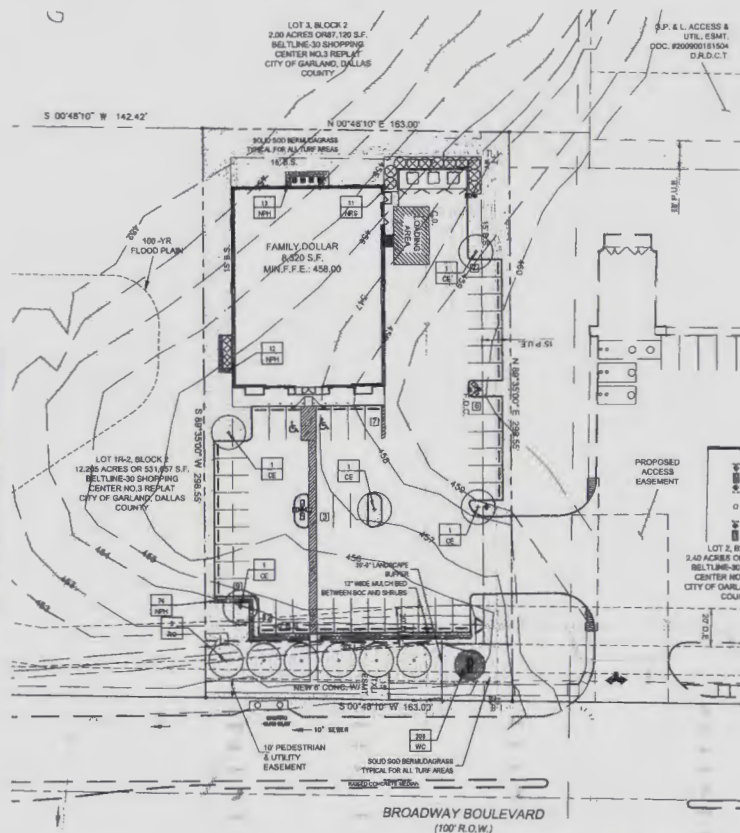
Required: 4,865 s.f. Provided: 11,469 s.f.
STREET REQUIREMENTS
Requirements: (1) tree, 4" cal. Shumard Red Oak, per 35 c.f. of planting

Shumard Red Oak (143 s.f.) Provided: (5) trees, 4" cal.
Required: (5) trees, 4" cal.

PROPOSED LOT (44 spaces, 22,321 s.f. of parking area)
Requirement: 1 tree per 12 spaces. 5% of parking lot to be landscaped area. All parking spaces to be within 100' L.S. & 6' tree

Required: (5) trees, 4" cal. Provided: (5) trees, 4" cal.
1,142 s.f. of landscape area 1,142 s.f. of landscape area

Planting Lot Notes
Provided 30' H. evergreen holly hedges along all spaces facing the public street R.O.V.



01 LANDSCAPE PLAN
SCALE: 1" = 30'-0"

LANDSCAPE NOTES

1. Contractor shall verify all existing and proposed site elevations and verify all of any discrepancies. Survey shall be a reading of existing conditions as supplied by others.
2. Contractor shall install all existing underground utilities and verify location of any utilities. Contractor shall install all existing underground utilities as indicated on drawings.
3. Contractor is responsible for obtaining all required permits and regulations for all work.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All planting shall be done in accordance with the approved site plan. The plan to be installed as indicated on drawings or as noted.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and snow sensors.
7. All trees to be 100% irrigated with an underground automatic irrigation system and shall include rain and snow sensors.

MAINTENANCE NOTES

1. The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all trees.
2. All landscape areas shall be maintained in a healthy and growing condition as to appearance for the season of the year.
3. All landscape areas shall be kept free of weeds, brush, and other such materials as to be maintained in a healthy and growing condition as to appearance for the season of the year.
4. All plant material shall be maintained in a healthy and growing condition as to appearance for the season of the year.
5. All plant material shall be maintained in a healthy and growing condition as to appearance for the season of the year.
6. Contractor shall provide adequate irrigation for the season of the year.

GENERAL LAWN NOTES

1. Lawn areas to be installed in accordance with the approved site plan.
2. Adjust contours to achieve proper drainage away from buildings. Provide uniform grading of top and bottom of lawn and other areas to be planted. Control irregularities and areas where water may collect.
3. All lawn areas to be installed in accordance with the approved site plan.
4. All lawn areas to be installed in accordance with the approved site plan.
5. All lawn areas to be installed in accordance with the approved site plan.
6. All lawn areas to be installed in accordance with the approved site plan.
7. All lawn areas to be installed in accordance with the approved site plan.

TREE LEGEND

- Shumard Red Oak
- Shumard Red Oak

PLANT LIST

ITEM	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
5	CE	CE	Shumard Red Oak	Ulmus crinitus	4" cal.	container grown, 12" H., 5' spread min., 5' clear trunk
6	RD	RD	Shumard Red Oak	Ulmus crinitus	4" cal.	container grown, 12" H., 5' spread min., 5' clear trunk
SHRUBS						
10	NPH	NPH	Headsprout Holly	Ilex ornata 'Headsprout'	6 gal.	container grown, 20" spread, 24" H.
11	NRS	NRS	Nella R. Caneberry Holly	Ilex x 'Nella R. Caneberry'	10 gal.	container grown, 42" H., 38" spread, yucca-like shaped
PERENNIALS						
300	WVC	WVC	Purple Verbena	Verbena bicolor	4" pots	container grown, 12" H., 12" spread min., 12" x 12" bed refer to notes

NOTE: Plant list is an aid to the contractor. Contractor shall verify all quantities on plan. All heights and spreads are approximate. All plant material shall meet or exceed minimum as indicated. All trees to have straight trunks and be free of any defects.

HYDROLOGICAL NOTES

1. All work areas to be 100% irrigated with an underground automatic irrigation system.
2. Contractor shall verify all existing and proposed site elevations and verify all of any discrepancies. Survey shall be a reading of existing conditions as supplied by others.
3. Contractor shall install all existing underground utilities and verify location of any utilities. Contractor shall install all existing underground utilities as indicated on drawings.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All planting shall be done in accordance with the approved site plan. The plan to be installed as indicated on drawings or as noted.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and snow sensors.
7. All trees to be 100% irrigated with an underground automatic irrigation system and shall include rain and snow sensors.
8. All landscape areas shall be maintained in a healthy and growing condition as to appearance for the season of the year.
9. All landscape areas shall be kept free of weeds, brush, and other such materials as to be maintained in a healthy and growing condition as to appearance for the season of the year.
10. All landscape areas shall be maintained in a healthy and growing condition as to appearance for the season of the year.
11. All landscape areas shall be maintained in a healthy and growing condition as to appearance for the season of the year.
12. All landscape areas shall be maintained in a healthy and growing condition as to appearance for the season of the year.

SOLID ROOF NOTES

1. All roof areas to be installed in accordance with the approved site plan.
2. Adjust contours to achieve proper drainage away from buildings. Provide uniform grading of top and bottom of lawn and other areas to be planted. Control irregularities and areas where water may collect.
3. All lawn areas to be installed in accordance with the approved site plan.
4. All lawn areas to be installed in accordance with the approved site plan.
5. All lawn areas to be installed in accordance with the approved site plan.
6. All lawn areas to be installed in accordance with the approved site plan.
7. All lawn areas to be installed in accordance with the approved site plan.
8. All lawn areas to be installed in accordance with the approved site plan.
9. All lawn areas to be installed in accordance with the approved site plan.
10. All lawn areas to be installed in accordance with the approved site plan.
11. All lawn areas to be installed in accordance with the approved site plan.
12. All lawn areas to be installed in accordance with the approved site plan.

MOORE'S ENGINEERING, INC.
1000 W. WILSON AVE.
DALLAS, TEXAS 75203
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TRIANGLE ENGINEERING, LLC
1000 W. WILSON AVE.
DALLAS, TEXAS 75203
TEL: 972-444-4444
FAX: 972-444-4444

LANDSCAPE PLAN
PROJECT No: 01-041
DATE: 10/09/13
DESIGN BY: CMT
CHECKED BY: CMT

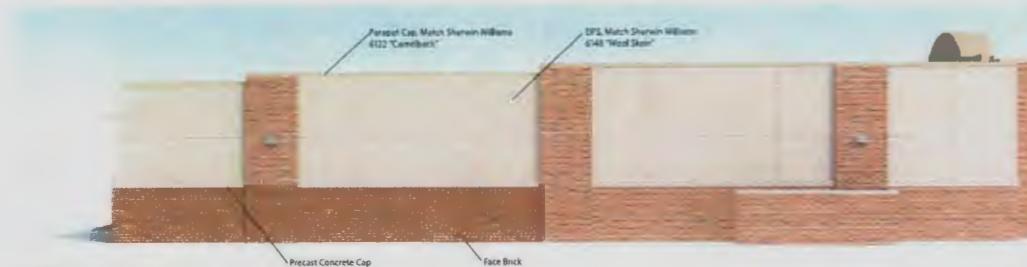
FAMILY DOLLAR STORE
BROADWAY BLVD.
GARLAND, TEXAS

SHEET #

REVISION #

L1

CASE NO. Z13-44



Left Elevation

Material Breakdown

Brick	51%
EIFS	49%



Rear Elevation

Material Breakdown

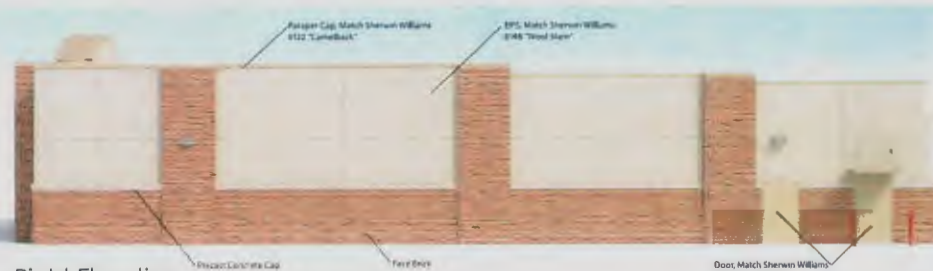
Brick	61%
EIFS	39%



Front Elevation

Material Breakdown

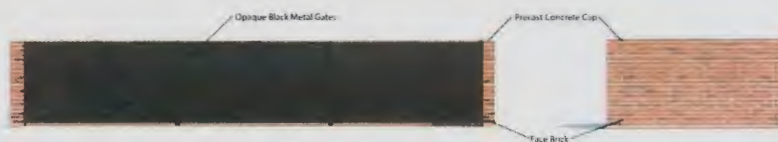
Brick & Masonry Cap	69%
EIFS	31%



Right Elevation

Material Breakdown

Brick	51%
EIFS	49%



Trash Enclosure Elevations

Garland, TX

Proposed Family Dollar Store - 8,320 SQ FT

November 19, 2013 Rendering Package

REPRESENTATION ONLY, NOT FOR CONSTRUCTION. All images shown are a representation of the design intent and may not portray the exact scale, colors, materials, or construction that could occur due to material availability and final architectural modifications.

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FAMILY DOLLAR

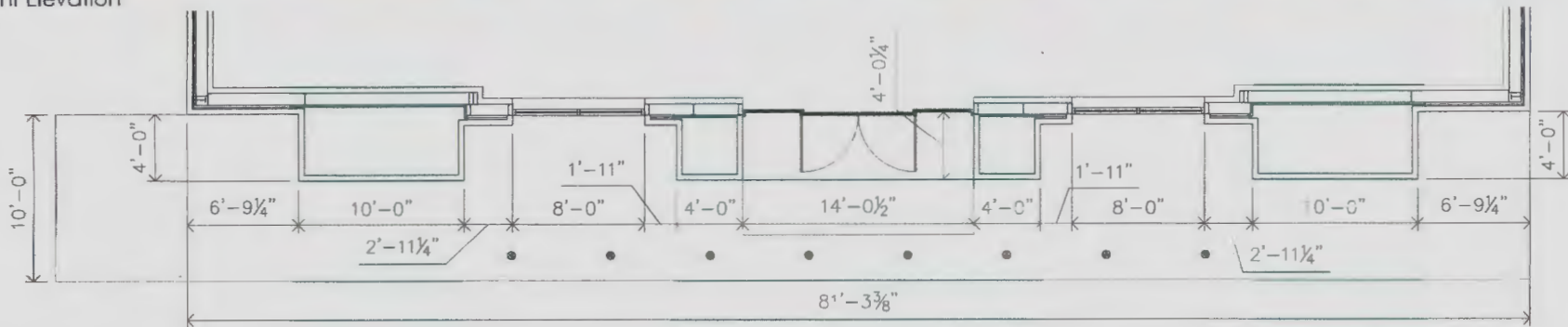
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Front Elevation



Partial Plan

Percentage of Front Elevation with 4'-0" Offset
 $42' - 0 \frac{1}{2}" / 81' - 3 \frac{3}{8}" = 51 \%$

Garland, TX

Proposed Family Dollar Store - 8,320 SQ FT

FAMILY DOLLAR

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EXHIBIT E



EXHIBIT E

MONUMENT SIGNAGE
DOUBLE FACE OPTIONS



① 4'-1" H x 7'-4" W
w/ BRICK BASE

AREA = 29.94 SQ. FT.

2.4 AMPS TOTAL

④ BUILDING SIGNAGE
34.5" STACKED CLOUDS
W/ 5'-6" MEDALLION



OVERALL
SQ. FT. = 75.18

WEIGHT = 575#

3.3 AMPS TOTAL

Garland, TX

Proposed Family Dollar Store - 8,320 SQ FT

FAMILY DOLLAR

November 12, 2013 Rendering Package
REPRESENTATION ONLY, NOT FOR CONSTRUCTION: All images shown are a representation of the design intent and may not portray the exact scale, color, material, or construction that could occur due to material availability and local architectural modifications.
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SPECIFIC USE PERMIT CONDITIONS

ZONING FILE 13-44

South of IH30, west of Broadway Boulevard

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to allow Retail Sales/Personal Service subject to conditions.
- II. **Statement of Effect:** This Specific Use Permit shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Freeway (FW) District set forth in Sections 31, 33, and 48 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Specific Regulations:**
 - A. Time Period: The Specific Use Permit shall apply to **Family Dollar** for a period of 20 years.

REPORT & MINUTES

P.C. Meeting, November 25, 2013 (9 Members Present)

Consideration of the application of Max Alley Investments, requesting approval of 1) a Detail Plan and 2) a Specific Use Permit for Retail Sales/Personal Service on a property zoned Planned Development (PD) District 13-32 for Freeway Uses and within the IH 30 Overlay. The property is located on the west side of Broadway Boulevard, approximately 385 linear feet south of the intersection of Broadway Boulevard and Guthrie Road. (File 13-44)

Representing the applicant Karen Mitchell, 7823 Nine Mile Bridge Rd, Ft. Worth, TX 76135 was available for questions. There were no questions of the applicant.


Motion was made by Commissioner O'Hara, seconded by Commissioner Welborn to close the Public Hearing and **approve** the request per staff recommendation. **Motion carried: 7 Ayes, 0 Nays.**



O = IN FAVOR
X = AGAINST

0 100 200 Feet

ZONING Z 13-44

 INDICATES AREA OF REQUEST

NO NOTIFICATIONS WERE RECEIVED FOR THIS CASE.