



AGENDA

**REGULAR MEETING OF THE CITY COUNCIL
City of Garland
Duckworth Building, Goldie Locke Room
217 North Fifth Street
Garland, Texas
November 4, 2014
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 Duckworth Building is wheelchair accessible. Special parking is available on the north side of the building on Austin Street and may be accessed by a sloped ramp from the street 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. **BRILLE IS NOT AVAILABLE.**

CITY COUNCIL GOALS 2020

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

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

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 October 21, 2014 Regular Meeting.

2. Consider approval of the following bids:

- a. Various Replacement Trucks and Vans Bid No. 4830-15

Caldwell Country Ford	\$732,389.06
Freightliner of Austin	<u>93,662.00</u>
TOTAL	<u>\$826,051.06</u>

This request is for the purchase of 20 replacement trucks and vans for various departments to be used in daily operations.

- b. Replacement Servers, Storage, and Network Switches Bid No. 4875-15

Dell Marketing, LP	\$279,108.54
--------------------	--------------

This request is for the purchase of replacement servers, storage, and network switches for Garland Power & Light's primary and backup data centers.

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

- a. **Zoning File No. 14-37, Israel Tirado**

Consider an ordinance amending the zoning laws of the City of Garland by approving a Specific Use Permit for Restaurant, Drive-through on a 0.6-acre tract of land located at 3300 Broadway Boulevard.

- b. **Zoning File No. 14-40, The Dimension Group**

Consider an ordinance amending the zoning laws of the City of Garland by approving a Specific Use Permit for Retail Sales with Gasoline Pumps on a 0.8963-acre tract of land located at 3464 West Campbell Road.

4. **Consider by minute action authorizing the City Manager to enter into an agreement for services with Vision Energy Consultants, Inc.**

At the October 20, 2014 Executive Session, Council discussed extending the agreement with Vision Energy Consultants, Inc. for services provided to Garland Power & Light.

5. **Consider a resolution authorizing the City Manager to execute a Master Interlocal Agreement with Dallas County relating to transportation-related maintenance, a Project Specific Agreement relating to Rowlett Road from Broadway Boulevard to Meadowside Drive, and a Project Specific Agreement relating to Rowlett Road from Meadowside Drive to Roan Road.**

At the October 20, 2014 Work Session, Council considered authorizing a Master Interlocal Agreement with Dallas County for maintenance of designated roadways within the City and Project Specific Agreements to perform concrete repairs on Rowlett Road between Broadway Boulevard and Meadowside Drive and on Rowlett Road between Meadowside Drive and Roan Road.

6. **Consider a resolution rescinding and repealing Resolution No. 10117 relating to high-speed rail.**

At the August 4, 2014 Work Session, Council discussed rescinding and repealing Resolution No. 10117 relating to high-speed rail that was approved by

Council on August 6, 2013 supporting the seamless interconnectivity of high-speed rail into the operating terminal areas of the Dallas/Fort Worth International Airport.

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.

- 7. Hold a public hearing and consider a resolution authorizing the execution of a Chapter 380 Economic Development Agreement by and between Massimo Motor Sports, LLC and the City of Garland.**

Massimo Motor Sports, LLC is evaluating a decision to relocate their headquarters from Irving to Garland and renovate the 280,000 sq. ft. former Sears Fashion Center building. The company is also considering relocating the automated robotic manufacturing operation from China to this facility in the future. With this renovation, Massimo will invest \$2.9 million and bring \$3.8 million of new Business Personal Property to Garland. At the October 20, 2014 Work Session, the Garland Economic Development Partnership Steering Committee recommended that Council provide: 1) general support for the project and 2) Chapter 380 Finance Grant – total of \$275,000 over 5 years; \$55,000 annually.

- 8. Hold a public hearing and consider a resolution authorizing the execution of a Chapter 380 Economic Development Agreement by and between Ridge Development and the City of Garland.**

Ridge Development is evaluating a decision to develop two 200,000 sq. ft. industrial buildings (Marquis Distribution Center) designed to accommodate both manufacturers and distribution type companies. This new industrial construction by Ridge Development has the potential to create \$16 million Real Estate value in Garland and a total of \$112,736 to the City annually. At the October 20, 2014 Work Session, the Garland Economic Development Partnership Steering Committee recommended that Council provide: 1) general support for the project and 2) Chapter 380 Finance Grant – total of \$370,000.

9. Citizen comments.

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

10. Adjourn.

All Regular Council meetings are broadcast live on CGTV, Time Warner Cable Channel 16, and Verizon FIOS TV 44. Meetings are rebroadcast at 9:00 a.m. and 7:00 p.m. on Wednesday-Sunday and at 7:30 p.m. on Thursday. Live streaming and on-demand videos of the meetings are also available online at www.garlandtx.gov. 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 convened in regular session at 7:00 p.m. on Monday, October 21, 2014, in the Goldie Locke Room, 217 North Fifth Street, Garland, Texas, with the following members present:

Mayor	Douglas Athas
Mayor Pro Tem	Jim Cahill
Deputy Mayor Pro Tem	Marvin 'Tim' Campbell
Council Member	Anita Goebel
Council Member	Stephen Stanley
Council Member	B. J. Williams
Council Member	Billy Mack Williams
Council Member	Scott LeMay

MEMBERS ABSENT: Council Member Lori Barnett Dodson

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

CALL TO ORDER: Mayor Athas called the meeting to order. District 4 Council Member B.J. Williams led the Invocation followed by the Pledge of Allegiance.

PROCLAMATIONS: 1) Jackie Feagin Day and 2) Pulmonary Hypertension Awareness Month.

ANNOUNCEMENTS: 1) Garland City Council members have an opportunity to host a program on CGTV, the City's government access cable channel, to update their constituents on important developments in their districts and answer questions. These pre-recorded programs will begin airing on Thursday, October 30, at 7 p.m. Check GarlandTx.gov for a full broadcast schedule. 2) Register for the 2014 Garland Neighborhood Summit, set for Saturday, October 25, 8 a.m. to 2 p.m. at the Hyatt Place – Garland. 3) To receive announcements about events such as this to your email inbox, please register for Garland E-news. Visit GarlandTx.gov and click on the E-News link at the top of the page. Check out social media links on the "We're Social" link at the bottom of the home page. 4) The City of Garland's Community Multicultural Commission is hosting their annual Mosaic Festival on Saturday, November 1, from 9 a.m. to 2 p.m. on the Downtown Square. The event will feature a variety of foods and performances from around the world, representing various cultures and ethnicities from our community. 5) The early voting site for Dallas County

Garland registered voters is the Garland Campus of Richland College located at 675 W. Walnut Street.

- CONSENT AGENDA: All items marked with asterisks (**) on the Consent Agenda were voted on at the beginning of the meeting. Mayor Athas noted requests to pull Items 4, 5, 7, and 7a from the Consent Agenda. Mayor Athas read the remaining items into the record. A motion was made by Council Member B.J. Williams, seconded by Council Member Goebel, to approve items: 1; 2a; 2b; 2c; 3; and 6. A vote was cast and the motion carried with 8 ayes, 0 nays (Dodson, absent).
1. APPROVED** Minutes of the October 6, 2014 Regular Meeting.
- 2a. APPROVED** Bid No. 4706-14 in the amount of \$541,570.41 to Infratech Corporation with an optional contingency fee of \$50,000 for a total award of \$591,570.41 to provide labor and equipment necessary for the replacement of five underground cable loops as part of Garland Power & Light's maintenance operations.
- 2b. APPROVED** Bid No. 4768-14 in the amount of \$263,883.17 to Techline, Inc.; \$4,800.00 Refundable Real Deposit; and an optional contingency fee of \$27,000.00 for a total award of \$295,683.17 to provide steel monopoles and apparatus for the Olinger Wylie East Circuit Project.
- 2c. APPROVED** Bid No. 4821-15 in the amount of \$550,000.00 to City Transformer Service; \$49,050.00 to Black & Veatch Engineers; and \$14,800.00 to G2 Electrical Testing & Consulting for a total award of \$613,850.00 to provide transportation, crane services, transformer services, engineering services, and all associated incidentals necessary to replace a failed transformer at the TMPA-Gibbons Creek Substation.
3. APPROVED** Ordinance No. 6742 amending the zoning laws of the City of Garland by approving a change of zoning from Office 1 (O-1) District to a Planned Development (PD) District for Office 1 Uses with Retail Sales/Personal Service (allowed by Specific Use Permit) on a 0.3454-acre tract of land located on the west side of Murphy Road, approximately 480 feet south of the intersection of Murphy Road and Campbell Road; providing for conditions, restrictions, and regulations and providing for a penalty and an effective date. (Zoning File No. 14-36; Shearer Design and Associates)

- 4. PULLED This item was pulled from the Consent Agenda for Individual consideration.
- 5. PULLED This item was pulled from the Consent Agenda for Individual consideration.
- 6. APPROVED** Ordinance No. 6741 amending Sections 10 and 38 of Ordinance No. 4647 relating to the creation of a zoning classification for Smoke Shops; providing a penalty clause, a savings clause and a severability clause; and providing an effective date.
- 7. PULLED This item was pulled from the Consent Agenda for Individual consideration.
- 7a. PULLED This item was pulled from the Consent Agenda indefinitely.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 4. APPROVED The following persons spoke regarding the proposed resolution supporting the development of the Interstate Highway 30 and East Corridor Project: Jonathan Greene, 3622 Ridgestone Drive, against toll road. Council Member Stanley, seconded by Council Member B.J. Williams, moved to approved Resolution No. 10161 supporting the development of the Interstate Highway 30 and East Corridor Project. A vote was cast and the motion carried with 8 ayes, 0 nays (Dodson, absent).
- 5. APPROVED Council Member Goebel moved, seconded by Council Member LeMay, to deny approval of a resolution changing the date of the regular meeting scheduled for November 4, 2014 to November 3, 2014. A vote was cast and the motion to deny carried with 5 ayes, 3 nays (Cahill, Stanley, Campbell) (Dodson, absent).
- 7. APPROVED Mayor Pro Tem Cahill provided background information regarding proposed revisions to Council Policy OPNS-23. Mayor Pro Tem Cahill made a motion, seconded by Council Member LeMay, to approve the proposed revision. The following persons spoke regarding the proposed revision: Lee Lutz, 215 River Fern Drive, citizen representation; Annie Dickson, 620 Henderson Circle, pleased Council is

collaborating and continue to seek unity and peace. At the request of Council Member B.J. Williams, City Attorney Neighbor provided further explanation regarding the effect of the policy change. A vote was cast and the motion carried with 7 ayes, 1 nay (Stanley)(Dodson, absent).

8a. APPROVED

Director of Planning Anita Russelmann provided background information related to the request of Israel Tirado requesting approval of a Specific Use Permit for a Restaurant, Drive-Through on property zoned Office 2 (O-2) District. The property is located at 3300 Broadway Boulevard. (File No. 14-37, District 3)

Mayor Athas opened the public hearing for comment. The following persons spoke: Applicant Israel Tirado presented the request and addressed concerns. No other persons spoke during the public hearing.

Council Member Stanley moved, seconded by Council Members B.J. Williams, to approve the request as presented. A vote was cast and the motion carried with 8 ayes, 0 nays (Dodson, absent).

8b. APPROVED

Director of Planning Anita Russelmann provided background information related to the request of The Dimension Group requesting approval of a Specific Use Permit for 1) Retail Sales with Gas Pumps and 2) variances to Section 34.18(b)(2) [Exterior Walls] and Section 34.19(A)(2) [Building Setbacks] of the SH 190 Development Standards on property zoned Shopping Center (SC) District within the SH 190 Overlay. The property is located at 3464 W. Campbell Road. (File No. 14-40, district 7) The proposal is to allow approval of a Specific Use Permit for retail sales with gas pumps to add an enclosed compressed natural gas system to the existing gas station.

Mayor Athas opened the public hearing for comment. The following person spoke: Applicant Nick Flores presented his request. No one else spoke. Mayor Athas closed the public hearing.

Council Member LeMay moved, seconded by Council Member B.J. Williams to approve the request. A vote was

cast and the motion carried with 8 ayes, 0 nays (Dodson, absent).

9. APPOINTMENTS: No names were placed in nomination and no votes were cast.

10. COMMENTS: The following persons spoke: Mary Ann Wickersham, 405 Wildbriar, Animal Shelter concerns, Margie Sloan, 3106 Pecan Lane, Garland has a unique philosophy; Matthew Cerralvo, 1909 Rustic Creek Drive, spray painted addresses on fences and landscaping requirements at Dollar General Store.

There being no further business to come before the City Council, Mayor Athas adjourned the meeting at 8:47 p.m.

CITY OF GARLAND

Signed:

Douglas Athas, Mayor

ATTEST:

Lisa Palomba, City Secretary



GARLAND
PURCHASING

Bid No.: 4830-15
Agenda Item: 2a
Meeting: Council
Date: 11/04/14

Purchasing Report

VARIOUS REPLACEMENT TRUCKS AND VANS OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to purchase twenty (20) replacement trucks and vans for various City departments to be used in their daily operations. These vehicles are being provided through the BuyBoard Purchasing Cooperative Contract 430-13 and the Tarrant County Purchasing Cooperative Contract 2014-010. Funding was approved in the 2013-14 Operating Budget and Equipment Replacement Fund.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Caldwell Country Ford	1-19, 21	\$732,389.06
Freightliner of Austin	20	93,662.00
TOTAL:		\$826,051.06

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

Reviewed by:

Gary L. Holcomb, CPPO, C.P.M.

William E. Dollar

Director of Purchasing

City Manager

Date: 10/24/14

Date: 10/27/14

FINANCIAL SUMMARY:

Total Project/Account: \$ 5,063,427

Expended/Encumbered to Date: 309,786

Balance: \$ 4,753,641

This Item: 826,051

Proposed Balance: \$ 3,927,590

Ron Tiffany 10/27/14

Budget Analyst Date

Ron Young 10/27/14

Budget Director Date

Operating Budget: ☒ CIP: ☐ Year: FY 2014-15

Document Location: Various

Account #: Various ERF and Operating Accounts

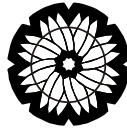
Fund/Agency/Project – Description:

Funding approved in the 2013-14 Operating Budget and the Equipment Replacement Fund (ERF). This item will be included on Budget Amendment No. 2.

Comments:

18 of 20 items funded out of the ERF, and 2 units funded in department capital.

CITY OF GARLAND - BID RECAP SHEET OPENED: 10/27/14 REQ. NO. PR 33625 BID NO. 4830-15 PAGE: 1 of 3 BUYER: T. Smith				Caldwell Country Ford		Freightliner of Austin									
I T E M	QTY	U N I T	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Ea.	2015 Ford F-350 chassis with utility body, Knapheide T-Top utility, cab protector	\$29,304.95	\$29,304.95										
2	1	Ea.	2015 Ford F-350 chassis with utility body, Knapheide T-Top utility, cab protector	\$29,304.95	\$29,304.95										
3	1	Ea.	2015 Ford F-450 4x2 DRW, extended cab 60 CA, diesel with Knapheide utility body with crane and vice	\$56,669.74	\$56,669.74										
4	1	ea.	2015 Ford F-450 4x2 DRW, extended cab 60 CA, diesel with Knapheide utility body with crane and vice	\$56,669.74	\$56,669.74										
5	1	ea.	2015 Ford F-450 4x2 DRW, extended cab 60 CA, diesel with Knapheide utility body with crane and vice	\$56,669.74	\$56,669.74										
6		ea.	2015 Ford F-450, 4x2 DRW, extended cab 60 CA, diesel, with Knapheide utility body wth vice	\$45,610.35	\$45,610.35										
7		ea.	2015 Ford F-450, 4x2 DRW, extended cab 60 CA, diesel, with Knapheide utility body wth vice	\$45,610.35	\$45,610.35										
8		ea.	2015 Ford F-450, 4x2 DRW, extended cab 60 CA, diesel, with Knapheide utility body wth vice	\$45,610.35	\$45,610.35										
9		ea.	2015 F-250 Crew Cab, Short bed pickup, 6.5' flatbed, diesel	\$34,182.00	\$34,182.00										
TOTAL GROSS PRICE				\$399,632.17											
CASH DISCOUNT															
TOTAL NET PRICE				\$399,632.17											
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY															
NEXT LOW:				0 # BidSync Notifications		All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.									
LOW:				0 # BidSync HUBS											
SAVINGS:				0 # Direct Contact HUBS											
\$0.00				0 # HUBS Responded											



GARLAND

PURCHASING

Executive Summary **Bid 4830-15** **Various Replacement Trucks and Vans**

Recommended Vendors:

Caldwell Country Ford	\$732,389.06
Freightliner of Austin	93,662.00

Total Recommended Award:	\$826,051.06
---------------------------------	---------------------

Basis for Award:

Cooperative Purchase

Purpose:

The purpose of this contract is to purchase twenty (20) replacement trucks and vans to be used by various City departments in their daily operations.

Evaluation:

These vehicles are being provided by Caldwell Country Ford and Freightliner of Austin through the BuyBoard Purchasing Cooperative Contract 430-13 and the Tarrant County Purchasing Cooperative Contract 2014-010.

Recommendation:

Staff recommends awarding the purchase of these trucks and vans to Caldwell Country Ford and Freightliner of Austin.

Funding Information:

444-2413-9009, 444-4032-9009, 444-4033-9009, 444-4125-9009, 444-3421-9009, 100-2412-9009, 444-2412-9009, 444-2431-9009, 444-4911-9009, 444-4233-9009, 444-4721-9009, 444-4552-9009, 221-4022-9009

Department Director:

Terry Anglin, Fleet Director, 972-205-3524



GARLAND
PURCHASING

Bid No.: 4875-15
Agenda Item: 2b
Meeting: Council
Date: 11/04/14

Purchasing Report

REPLACEMENT SERVERS, STORAGE, AND NETWORK SWITCHES OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this award is to purchase replacement servers, storage, and network switches for Garland Power & Light's primary and back-up data centers. Garland Power & Light's Information Technology infrastructure is standardized to Dell servers. These servers are available from Dell Marketing, LP, through the Department of Information Resources (DIR) Contract SDD-1951.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Dell Marketing, LP	All	\$279,108.54
TOTAL:		<u>\$279,108.54</u>

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

Reviewed by:

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

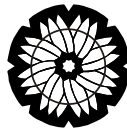
William E. Dollar
City Manager

Date: 10/24/14

Date: 10/27/14

FINANCIAL SUMMARY:

Total Project/Account: \$ 335,000		Operating Budget: <input checked="" type="checkbox"/> CIP: <input type="checkbox"/> Year: FY 2014-15
Expended/Encumbered to Date: -0-		Document Location: Page C-57 (Proposed)
Balance: \$ 335,000		Account #: 413-3197-9029 \$279,108.54
This Item: 279,109		Fund/Agency/Project – Description: Information Technology Replacement Fund – Replacement Servers, Storage, and Network Switches for GP&L
Proposed Balance: \$ 55,891		
Matt Monedero	10/24/14	Comments:
Budget Analyst	Date	
Ron Young	10/24/14	
Budget Director	Date	



GARLAND

PURCHASING

Executive Summary **Bid 4875-15** **Replacement Servers, Storage, and Network Switches**

Recommended Vendor:

Dell Marketing, LP

Total Recommended Award:

\$279,108.54

Basis for Award:

Cooperative Purchase

Purpose:

The purpose of this award is to purchase replacement servers, storage, and network switches for Garland Power & Light's primary and back up data centers.

Evaluation:

Garland Power & Light's Information Technology infrastructure is standardized to Dell servers. These servers are available from Dell Marketing, LP through the Department of Information Resources (DIR) Contract SDD-1951.

Recommendation:

Staff recommends awarding the replacement servers, storage, and network switches to Dell Marketing, LP.

Funding Information:

IT Replacement Fund 413-3197-9029

Department Director:

Ananth Palani, Technology Services Director, 972-205-3032



City Council Item Summary Sheet

☐ Work Session

Date: November 4, 2014

☒ Agenda Item

Zoning Ordinance

Summary of Request/Problem

Zoning Ordinance 14-37 Israel Tirado

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Submitted By:

**Anita Russelmann
Director of Planning**

Approved By:

**William E. Dollar
City Manager**

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PERMIT FOR RESTAURANT, DRIVE-THROUGH ON A 0.6-ACRE TRACT OF LAND LOCATED AT 3300 BROADWAY BOULEVARD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 22nd day of September, 2014, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Israel Tirado** and

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

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

Section 1.

Ordinance No. 4647 is hereby amended by approving a Specific Use Permit for Restaurant, Drive-Through on a 0.69 acre tract of land located at 3300 Broadway Boulevard, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2.

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

Section 3.

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

Section 4.

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

FILE NO. 14-37

PASSED AND APPROVED this_____ day of _____, 2014.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File 14-37

Being an approximate 0.6-acre parcel and identified as a portion of Lot 3, Block A, South Garland Professional Development No.3 Addition, an addition to the City of Garland as shown on the Plat recorded in Volume 73028, Page 1931 of the Map Records of Dallas County, Texas. The property is located at 3300 Broadway Boulevard.

SPECIFIC USE PERMIT CONDITIONS

ZONING FILE 14-37

3300 Broadway Boulevard

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to allow for Restaurant, Drive-Through subject to conditions.
- II. **Statement of Effect:** This permit shall not affect any regulation found in the Comprehensive Zoning Ordinance, as amended, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Office 2 (O-2) District set forth in Section 21, 33 and 34 of the Comprehensive Zoning Ordinance, Ordinance No. 4647 are included by reference and shall apply, except as otherwise specified in this ordinance.
- IV. **Specific Regulations:**
 - A. Time Period: The Specific Use Permit shall be in effect for a 25 year time period.
 - B. Site Plan: Subject property shall remain in conformance with site plan labeled Exhibit C.
 - C. Circulation: The driveway off of Stonewall Street closest to Broadway Boulevard shall be designated for entrance only. The other driveways off of Stonewall Street shall be designated for exit only.



City Council Item Summary Sheet

☐ Work Session

Date: November 4, 2014

☒ Agenda Item

Zoning Ordinance

Summary of Request/Problem

Zoning Ordinance 14-40 The Dimension Group

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Submitted By:

**Anita Russelmann
Director of Planning**

Approved By:

**William E. Dollar
City Manager**

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PERMIT FOR RETAIL SALES WITH GASOLINE PUMPS ON A 0.8963-ACRE TRACT OF LAND LOCATED AT 3464 WEST CAMPBELL ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 22nd day of September, 2014, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **The Dimension Group** and

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

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

Section 1.

Ordinance No. 4647 is hereby amended by approving a Specific Use Permit for Retail Sales with Gasoline Pumps on a 0.8963-acre tract of land located at 3464 West Campbell Road, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2.

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

Section 3.

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

Section 4.

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

FILE NO. 14-40

PASSED AND APPROVED this_____ day of _____, 2014.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File 14-40

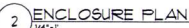
Being a 0.8963-acre lot identified as Lot 1, Block 1 Fina Addition to the City of Garland, Dallas County, recorded in Volume 88088, Page 1339, of the Map Records of Dallas County, Texas. The property is located at 3464 W Campbell Road, Garland TX.

SPECIFIC USE PERMIT CONDITIONS

ZONING FILE 14-40

3464 W Campbell Road

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to allow an existing Retail Sales with Gas Pumps modified by the installation of a [Compressed Natural Gas (CNG)-in-a-box] CIAB enclosure and dispenser.
- II. **Statement of Effect:** This permit shall not affect any regulation found in the Comprehensive Zoning Ordinance, as amended, except as specifically provided herein.
- III. **General Regulations:** All regulations of Section 10-309 and the Shopping Center (SC) District set forth in Section 24 and 33 of the Comprehensive Zoning Ordinance, and Ordinance 5565 (Development Standards for SH 190) are included by reference and shall apply, except as otherwise specified in this ordinance.
- IV. **Specific Regulations:**
 - A. Time Period: The Specific Use Permit shall be in effect for a 25 year time period.
 - B. Site Plan: Development shall be in general conformance with site plan labeled Exhibit C.
 - C. Landscaping: Landscaping and screening shall be in general conformance with site plan labeled Exhibit C.
 - D. Building Design and Location: No façade articulation is required on the front facade facing W. Campbell Road.
 - E. Building Setback: The CIAB enclosure shall be setback a minimum of 6.2 feet from the south property line.
 - F. Elevations: CNG-In-a-box (CIAB) and the new dispenser pump shall be in general conformance with the elevations labeled Exhibit D.
 - G. Surety Bond: The owner/operator shall provide a \$40,000 surety bond or similar security to the City to ensure the removal of all buildings, equipment, above-ground and underground storage tanks and/or other improvements in the event the business operations (retail sales with gas pumps) ceases operation for a period of two or more years, Section 10-309(c) of the Comprehensive Zoning Ordinance.



SITE PLAN NOTES:

- 1 SITE PLAN



THE DIMENSION GROUP
ARCHITECTURE • CIVIL ENGINEERING • MEP ENGINEERING • PLANNING
1078 SHELCOE ROAD TELLSIDE TELLSIDE TELLSIDE TELLSIDE TELLSIDE
0185 560041 0404 752291 02 2444463000 02 2444463000 02 2444463000

TBPE FIRM REGISTRATION
#E 0001

FOR REVIEW ONLY:
NOT FOR
REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

09/12/14

WNG.CO
LINE-SUBMITTAL CASE #14-39, 14-40
SUP CASE #14-39, 14-40

VNG.CO
EQUIPMENT INSTALLATION
(EXISTING TEXACO STATION)

SITE PLAN & NOTES

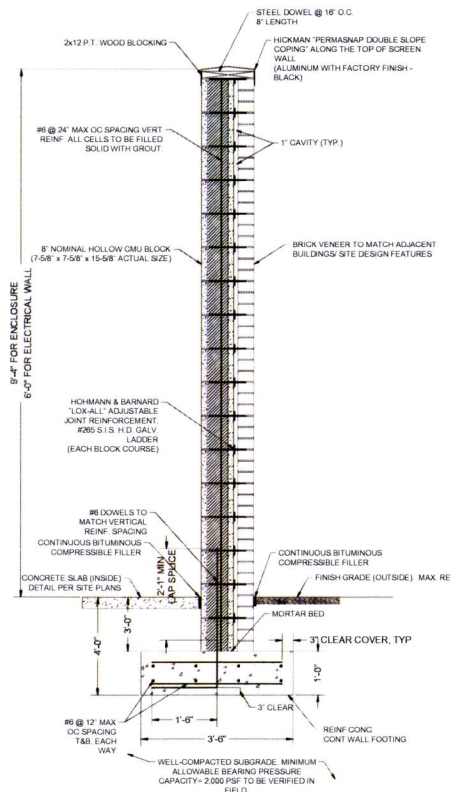
EXHIBIT C

VNG.CO

DATE ISSUED _____
OWNER REVIEW 00262014

DRAWN BY _____ NF
CHECKED BY _____ JF
JOB NO. 1435

C-3

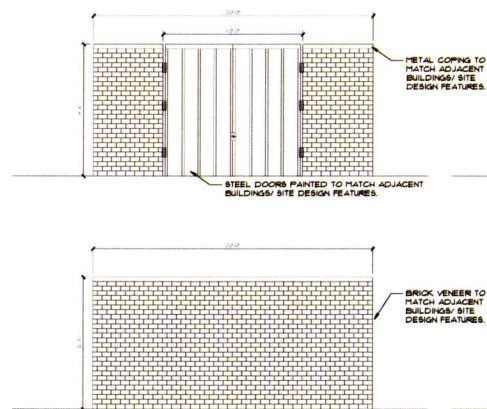


- MASONRY NOTES:**
- HOLLOW CONCRETE MASONRY UNITS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1000 PSI CONFORMING TO ASTM C90.
 - MORTAR SHALL BE TYPE M OR S CONFORMING TO ASTM C270. GROUT SHALL HAVE A MINIMUM 28-DAY STRENGTH OF 1000 PSI CONFORMING TO ASTM C416.
 - REINFORCING STEEL BARS SHALL BE MINIMUM ASTM A615, GRADE 60. ALL REINFORCEMENT SHALL BE SECURELY HELD IN PLACE WHILE PLACING CONCRETE.
 - THE LOW-LIFT METHOD SHALL BE USED FOR THE GROUTING OF THE CONCRETE MASONRY UNITS.
 - VERTICAL BRICK EXPANSION JOINT SHALL BE LOCATED AT EVERY 6'-0\"/>

1 ENCLOSURE WALL SECTION
NTA



3 DISPENSER GRAPHICS
NTA



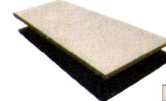
2 ENCLOSURE ELEVATIONS
1/4\"/>

For every environment of your life

Technical Data Sheet

2420 Grinnelle Road
Richmond, Virginia 23294
Tel: 800.782.5742

POLYSORT™ INDOOR-OUTDOOR SOUND PANELS



DESCRIPTION
Polysort™ Ceiling Tiles are non-flammable sound absorbing panels that can be used in a wide variety of indoor or outdoor environments to reduce ambient noise levels and excessive reverberation.

Great for both indoor and outdoor, these sound absorbent ceiling tiles are light weight and easy to install.

Polysort™ Indoor-Outdoor Sound Panels	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	2 1/2"	3"	4"
Sound Absorption Coefficient	0.95	0.90	0.85	0.80	0.75	0.70	0.65	0.60	0.55

TECHNICAL CHARACTERISTICS
Sizing: 23 3/4" x 47 3/4"
Thickness: 1/2" - 3"
Colors: White, Charcoal

FEATURES

- Class 1 Fire Rated
- No Fiberglass
- Moisture Resistant Index
- Non-Flammable
- Impact Resistant
- Water Resistant
- Non-Adhesive Surface
- Tackable Surface

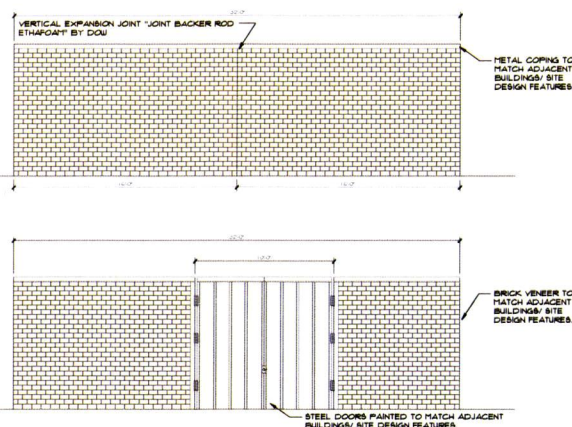
APPLICATIONS

- Stairwells
- Auditoriums
- Classrooms
- Music Rooms
- Areas
- Amphitheaters
- Churches
- Offices
- Computer Rooms
- Restaurants/Cafeterias
- Concert & Theaters
- Pro Audio
- Gym Ranges
- Manufacturing Plants
- Marine Enclosures
- Water Treatment Plants
- Sewerage Plants
- Food Processing Plants



www.AcousticalSolutions.com

4 ENCLOSURE SOUND ATTENUATION PANELS
NTA



5 ENCLOSURE WALL SECTION
NTA



TYPE FIRM REGISTRATION
FF-0096



09/12/14

VNG.CO
SUP CASE #4-35, 14-40
EQUIPMENT INSTALLATION
(EXISTING TEXACO STATION)
3464 W CAMPBELL ROAD
GARLAND, TX 75044
ENCLOSURE ELEVATIONS &
DETAILS

VNG.CO

DATE ISSUED
OWNER REVIEW 08/26/2014
DRAIN BY
CHECKED BY
JOB NO. 1430

C-5

EXHIBIT D



City Council Item Summary Sheet

☐ Work Session

Date: November 4, 2014

☒ Agenda Item

Extension of Vision Energy Consultants, Inc. Services

Summary of Request/Problem

At the October 20, 2014 Executive Session, Council discussed extending the agreement for services provided by Vision Energy Consultants, Inc. to Garland Power & Light.

Recommendation/Action Requested and Justification

Approve by minute action authorizing the City Manager to enter into an agreement for services with Vision Energy Consultants, Inc.

Submitted By:

**Jeff Janke
Senior Managing Director
Garland Power & Light**

Approved By:

**William E. Dollar
City Manager**

DRAFT

- For Discussion Purposes Only -

Additions are indicated by double-underlining

Deletions are indicated as ~~strike-throughs~~

CONSULTATION SERVICES RETAINER AGREEMENT

[Amended and Restated 2014]

This Agreement is made and entered into between the City of Garland, Texas ("City"), and Vision Energy Consultants, Inc. ("Consultant").

W I T N E S S E T H

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

1. Retention of Consultant. For the term of this Agreement, the City agrees to retain Consultant, and Consultant agrees to provide management consulting services for and in relation to the City's interests in the electric industry and the operations of the City's electric department (Garland Power & Light), as more particularly described in the scope of services attached hereto as Exhibit A. Consultant shall provide such services and those incident services diligently, to the best of its abilities, and in the promotion of the best interests of the City. While Consultant retains the right to direct, control, and supervise its employees, it is intended by the parties that Ray Schwertner shall be the primary provider of services by Consultant to the City and, to that end, Consultant shall require of Ray Schwertner that his full time and efforts be directed to the City ~~in an amount not less than 2080 hours per calendar year~~. Consultant shall maintain its main office and perform its principal business in Austin, Texas. To the extent that Consultant intends to engage the services of Ray Schwertner to other work and not on behalf of the City, Consultant agrees to timely notify the City Manager prior to assigning Ray Schwertner to such other work, and the City Manager shall, with Consultant, make an equitable and appropriate decrease in the monthly fee set forth in Section 2(A). Consultant shall annually provide to the City Council a status and progress report acceptable to and approved by the City Manager.

2. Compensation.

(A) City shall pay Consultant for the services of Consultant a flat rate fee in the amount of ~~\$30,200.00~~ 31,425.00 per month. Consultant shall provide to the City Manager a monthly report of work, time expenditure, and expenses. Consultant may invoice the City on a bi-weekly basis for Consultant's services and expenses, as more particularly described below.

(B) Consultant agrees to cover routine business expenses out of the compensation provided under this Agreement. City will pay or reimburse, as the case may be, documented, actual, necessary, and reasonable non-routine out-of-pocket expenses incurred by Consultant in performing services under this Agreement for the City. Non-routine expenses include long-distance telephone and long-

DRAFT

- For Discussion Purposes Only -

Additions are indicated by double-underlining

Deletions are indicated as ~~strike-throughs~~

distance fax charges, postage, outside copying charges, travel/lodging expenses, and similar business-related expenses (other than usual office overhead, the cost of which is included in the fee specified in 2(A)). Such reimbursable expenses may not exceed \$1,000.00 per month without the prior written approval of the City Manager.

3. Records; Reports and Work Product; Billing.

(A) Consultant shall produce, maintain, and keep records of all work done by Consultant on behalf of the City. Unless otherwise approved in writing by the City, payment of expenses incurred by Consultant shall be based upon actual expenses, without mark-up, and shall be supported by receipts, vouchers or other acceptable proof of payment. The City may review, during business hours and upon reasonable notice, all records kept and maintained by Consultant in relation to this Agreement. Consultant shall retain such records for a period of not less than three years following completion of the work performed or the date of payment or reimbursement of the expense incurred.

(B) Unless otherwise expressly agreed in writing, all reports and work product produced by Consultant for the City under this Agreement shall become the property of the City and for the use of the City only.

(C) Consultant may invoice City for services performed and expenses incurred no more frequently than every fifteen (15) days. Bills for Consultant's expenses are payable within fifteen (15) days of receipt by the City provided that Consultant has timely submitted the bill(s) for reimbursement or payment. An overdue payment that is not disputed by the City shall bear interest at the rate of one percent per month. The parties specifically agree that the terms of this Agreement supersede the applicability of the Prompt Payment Act. The City shall, unless unable to do so due to a technical problem beyond its control, pay Consultant by electronic transfer. Interest on an overdue payment stops accruing on the date the City mails or electronically transmits payment.

4. Status of Consultant; Indemnity.

(A) Consultant acknowledges that Consultant is an independent contractor of the City and that neither the Consultant nor any of its employees or independent contractors is an employee, agent, borrowed servant, official or representative of the City. Consultant shall not represent, either expressly or through implication, that it or any of its employees, agents or independent contractors is an employee, agent, borrowed servant, official or representative of the City. Income taxes, self-employment taxes, social security taxes, workers compensation coverage or insurance and the like are the sole responsibility of the Consultant.

DRAFT

- For Discussion Purposes Only -

Additions are indicated by double-underlining

Deletions are indicated as ~~strike-throughs~~

(B) Consultant acknowledges and agrees that, as an independent contractor, Consultant shall have no authority for:

- (1) The hiring, evaluation, assignment, scheduling, promotion, discipline, or termination of any City employee;
- (2) The supervision, direction, or control of work or work activities of City employees, or the determination of work methods or processes to be followed by City employees; or
- (3) The execution of any agreements on behalf of the City, or in any other manner binding or committing financial or other resources of the City without written authorization from the City Manager.

(C) Consultant agrees to indemnify and hold the City, its agents, employees and representatives harmless from and against any loss, cost, damages or expenses (including attorney and expert witness fees) arising from or attributable to:

- (1) The performance of Consultant, its agents, employees, servants, and representatives under this Agreement, whether attributable solely to Consultant or jointly to and between Consultant and others, including any party indemnified herein and including liability arising from strict or other non-fault based liability;**
- (2) Any tax, fee, penalty, assessment or other cost in any manner related to or associated with the services performed by Consultant agents, employees and representatives under this Agreement.**

5. Term; Termination; Renewal. This Agreement shall be effective for a term of three years following the Effective Date as set forth above the signatures of the party. ~~During the initial term of this Agreement, the~~ The City may terminate this Agreement if Consultant fails or refuses to fulfill or perform any covenant, agreement or obligation of Consultant under this Agreement or if Consultant fails or refuses to devote sufficient time and effort to the work to be performed under this Agreement, and such failure or refusal continues without correction for a period of thirty (30) or more consecutive days following written notice by the City, which notice shall set forth with material specificity the nature of such failure. ~~After the initial term, either party may terminate this Agreement at any time, at will and without cause, sixty (60) days after delivery of written notice of termination to the other party.~~ In the event the City terminates this Agreement and Consultant is not

DRAFT

- For Discussion Purposes Only -

Additions are indicated by double-underlining

Deletions are indicated as ~~strike-throughs~~

in default or in breach of this Agreement, City agrees to pay Consultant for all services actually performed and for expenses actually incurred as of the day of termination provided that such services and expenses conform to the terms of this Agreement. ~~After the initial term and not less than forty five (45) days prior to the anniversary date of this Agreement, Consultant may request in writing to the City Council a renewal of this Agreement for another one year term.~~ Any renewal of this Agreement shall require the approval of the City Council.

6. **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 for notice.

7. **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; provided that: (A) the City may assign this Agreement to a local government corporation created by the City; (B) no sale, transfer or exchange of stock by Consultant shall result in Ray Schwertner having less than a controlling interest in the owning entity or being less than a majority owner of the owning entity; and, (C) Ray Schwertner shall in any event retain primary responsibility for the performance of the services to be provided under this Agreement.

8. **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.

9. **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.

10. **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

DRAFT

- For Discussion Purposes Only -

Additions are indicated by double-underlining

Deletions are indicated as ~~strike-throughs~~

Agreement is performable in Dallas County, Texas, and exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

11. Paragraph Headings; Construction. 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. The parties acknowledge that they have read and participated in the preparation of this Agreement so that this Agreement shall not be construed either more or less strongly in favor of or against either party.

12. 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.

13. 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.

14. 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 an independent contractor.

15. 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 terms of this Agreement and the terms of any exhibit, the terms of this Agreement shall control.

16. Non-Collusion. Consultant represents and warrants that Consultant 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. Consultant further agrees that Consultant shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City under this Agreement) for or arising from any of the services performed by Consultant under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Consultant, Consultant 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 Consultant under this Agreement.

DRAFT

- For Discussion Purposes Only -

Additions are indicated by double-underlining

Deletions are indicated as ~~strike-throughs~~

17. Confidentiality; Fiduciary Obligations.

(A) Consultant acknowledges that, in the course of providing its services to the City under this Agreement, Consultant and its employees will be given highly-sensitive, proprietary, and competitive information (“Confidential Information”). Such Confidential Information includes all documents, software, reports, data, records, forms and other materials obtained by Consultant from the City in the course of performing the services (including, but not limited to, client records and information): (i) that have been marked as confidential; (ii) whose confidential nature has been made known by City to Consultant; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Consultant shall not, without the express written consent of the City, disclose any such information to any third party or in any other manner that may compromise the interests of the City. Consultant shall retain all Confidential Information in the strictest confidence.

(B) Consultant is providing its services and is receiving compensation for those services in a fiduciary capacity under this Agreement. Therefore, Consultant agrees that it shall not use Confidential Information for any purpose other than in furtherance of the purposes described in this Agreement; that is, in furtherance of its professional obligations and services to the City. Neither Consultant nor any of its employees shall be engaged in any competitive or conflicting activity without the express written consent of the City Council nor shall Consultant or its employees accept any employment, enter into any agreement, or engage in any activity that could conflict with Consultant’s fiduciary obligations to the City. Consultant shall exercise extreme care to avoid conflicts, unintended or otherwise, which may arise in the future. Consultant shall disclose any other dealings that Consultant may have with others that in any manner relate to the activities, functions or operations of the City. Consultant agrees that during the initial three year term of this Agreement it will not hire, employee, retain or otherwise engage the services of any person who is, as of the Effective Date, an employee of the City.

[Signature page follows]

DRAFT

- For Discussion Purposes Only -

Additions are indicated by double-underlining

Deletions are indicated as ~~strike-throughs~~

EXECUTED this ____ day of _____, ~~2012~~ 2014 (the "Effective Date").

CITY:

CONSULTANT:

CITY OF GARLAND, TEXAS

VISION ENERGY CONSULTANT, INC.

William E. Dollar
City Manager

Ray Schwertner
President

ADDRESS FOR NOTICE:

CITY

CONSULTANT

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

Vision Energy Consultants, Inc.
1214 Means Farm Road
Garland, Texas 75044
Attn: Ray Schwertner, President

With a copy to:

City Attorney
200 N. Fifth St.
P.O. Box 469002
Garland, Texas 75046-9002

DRAFT

- For Discussion Purposes Only -
Additions are indicated by double-underlining
Deletions are indicated as ~~strike-throughs~~

Exhibit A Scope of Work

Vision Energy Consultants, Inc. (VEC) shall provide management consulting services to the City. All services to be provided by VEC under this agreement will be provided exclusively by Ray Schwertner without the express consent of the City Manager. Those services will be provided on an as-needed basis as determined by the City. The City will prioritize which work areas VEC will allocate time and resources toward based on priority ranking that can be classified by the City. Work areas as determined to be "Very High Priority" will require VEC to allocate maximum time and resources toward their particular requirements. As time permits, VEC will direct time and resources toward "High Priority" work areas.

Very High Priority

- Assist with TMPA issues and operations
- New transmission projects
- Continue support for CREZ and Pattern Energy projects
- Develop additional revenue opportunities for GP&L QSE and Transmission Operations

High Priority

- Develop new renewable energy opportunities
- Fuel procurement options for GP&L
- Power supply planning
- Regulatory planning and compliance

Others as Agreed Upon by City Manager and VEC



City Council Item Summary Sheet

☐ Work Session

Date: November 4, 2014

☒ Agenda Item

INTERLOCAL AGREEMENTS WITH DALLAS COUNTY

Summary of Request/Problem

At the October 20, 2014 Work Session, Council considered authorizing the City Manager to enter into a Master Interlocal Agreement with Dallas County for maintenance of designated roadways within the city and to enter into Project Specific Agreements to perform concrete repairs on Rowlett Road between Broadway Boulevard and Meadowside Drive and on Rowlett Road between Meadowside Drive and Roan Road.

Recommendation/Action Requested and Justification

Approve a resolution authorizing the City Manager to execute a Master Interlocal Agreement with Dallas County relating to transportation-related maintenance, a Project Specific Agreement relating to Rowlett Road from Broadway Boulevard to Meadowside Drive and a Project Specific Agreement relating to Rowlett Road from Meadowside Drive to Roan Road.

Submitted By:

Steven L. Oliver, P.E.
Director of Streets

Approved By:

William E. Dollar
City Manager

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER INTERLOCAL AGREEMENT WITH DALLAS COUNTY RELATING TO TRANSPORTATION-RELATED MAINTENANCE, A PROJECT SPECIFIC AGREEMENT RELATING TO ROWLETT ROAD FROM BROADWAY BOULEVARD TO MEADOWSIDE DRIVE, AND A PROJECT SPECIFIC AGREEMENT RELATING TO ROWLETT ROAD FROM MEADOWSIDE DRIVE TO ROAN ROAD; 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 with Dallas County (i) a Master Interlocal Agreement, (ii) a Project Specific Agreement relating to Rowlett Road from Broadway Boulevard to Meadowside Drive, and (iii) a Project Specific Agreement relating to Rowlett Road from Meadowside Drive to Roan Road, all in the form and substance of those 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 _____, 2014.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



City Council Item Summary Sheet

☐ Work Session

Date: November 4, 2014

☒ Agenda Item

Rescinding and Repealing Resolution No. 10117

Summary of Request/Problem

At the August 4, 2014 Work Session, Council discussed rescinding and repealing Resolution No. 10117 relating to high-speed rail that was approved by Council on August 6, 2013 supporting the seamless interconnectivity of high-speed rail into the operating terminal areas of the Dallas/Fort Worth International Airport.

Recommendation/Action Requested and Justification

Approve a resolution rescinding and repealing Resolution 10117 relating to high-speed rail.

Submitted By:

Approved By:

William E. Dollar
City Manager

RESOLUTION NO. _____

A RESOLUTION RESCINDING AND REPEALING RESOLUTION NO. 10117 RELATING
TO HIGH-SPEED RAIL; AND PROVIDING AN EFFECTIVE DATE

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

Section 1

That Resolution No. 10117 is hereby rescinded and repealed.

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 _____, 2014.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

RESOLUTION NO. 10117

A RESOLUTION OF THE GARLAND CITY COUNCIL SUPPORTING THE SEAMLESS INTERCONNECTIVITY OF HIGH-SPEED RAIL IN TO THE OPERATING TERMINAL AREAS OF THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the decisions surrounding the implementation, alignments, and stations for true high-speed intercity passenger rail service in the State of Texas and specifically the Dallas/Fort Worth Metroplex (the Metroplex) are some of the most important decisions our generation faces; and

WHEREAS, high-speed rail intercity passenger rail, in excess of 220 miles per hour, properly implemented through private sector funding initiatives - not sharing already congested freight rail corridors, decreasing the speed, efficiency, and safety of the endeavor - will mitigate congestion, create economic development incentives, and open up the State to new opportunities; and

WHEREAS, the Dallas/Fort Worth International Airport is the third busiest airport in the world, with thousands of developer acres, and is the greatest regional economic engine benefiting all citizens, businesses and municipalities throughout the region and Texas; and

WHEREAS, DFWIA has over 150,000 passengers per day passing through on route to other destinations, many of them traveling to cities that would be served by the Texas High-Speed Rail System, the presence of the HSR terminal at the airport would provide an additional traveling option for them, thus increasing the ridership which will further ensure the success of the High-Speed Rail venture; and

WHEREAS, the 2014 expiration of the Wright Amendment governing air travel in the Metroplex will likely usher in significant reductions in short-haul air travel services, it becomes imperative to build and complete the High-Speed Rail system at the earliest possible date; and

WHEREAS, the City of Garland indirectly benefits from the influence and impact of the DFW International Airport and the investments into the area, being located in the eastern portion of the Metroplex and along I-30 where potential high-speed rail investment would greatly increase commerce along the corridor and where commuters to and from the airport would frequent I-30 and the rail connecting the region further east and the Dallas/Fort Worth International Airport; and

WHEREAS, cities, counties, the Metroplex, the State of Texas, and the Federal Government have spent billions of dollars investing in projects of regional significance to maximize the connectivity of the region to the airport, including but not limited to the DFW Connector Project, the SH 183 CDA, the LBJ Express Project, the President George Bush Turnpike the North Tarrant Express Project, the TRE Commuter Rail Service, the DART Orange Line, and the forthcoming TEX Rail and Cotton Belt projects; and

WHEREAS, the direct connection of high-speed rail to the central terminal if the Dallas/Fort Worth International Airport and other airports around the state will enhance the transportation system of the region and Texas; and

WHEREAS, the HSR will be a new venture for the Texas traveling community, providing more options to help make the system economically viable and thus succeed for the long term, it is imperative that business risks be minimized by installing the system at the lowest possible cost, with access to the greatest number of potential passengers; and

WHEREAS, Texas State Senators representing the Dallas/Fort Worth Metroplex have stated strongly their position in favor of having the Dallas/Fort Worth International Airport be the regional hub for all modes of transportation through the seamless connection of high-speed rail to the airport, as the station for the region; and

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

Section 1

That the City of Garland fully supports and applauds the efforts of Senator Bob Deuell, Senator John Carona, Senator Jane Nelson, Senator Ken Paxton, and Senator Kelly Hancock to make the right decision for the region by having the connection of high-speed rail for the region be at the Dallas/Fort Worth International Airport.

Section 2

That the Dallas/Fort Worth Metroplex should be connected to the State of Texas through the seamless interconnection of high-speed rail to the terminal areas A and B of the Dallas/Fort Worth International Airport, thereby providing seamless intermodal connectivity not only to the airlines served by the Airport, but also the regional rail system.

Section 3

That the Board of Directors, Management, and Owner Cities of the Dallas/Fort Worth International Airport make every effort to insure that high-speed rail connects to the terminal area A and B of the airport, along the SH 360 corridor from south to north, and take a leadership position in greater regional and statewide discussion concerning high-speed rail service, alignments, and station placement.

Section 4

That the Texas Department of Transportation Commission, Management, and Staff, as well as the North Texas Regional Tollway Authority, the Dallas Area Rapid Transit, the Fort Worth Transportation Authority, and the Regional Transportation Council, should make every effort, through existing high-speed rail study funds, to insure direct high-speed rail connection to the terminal areas of the Dallas/Fort Worth International Airport and supply a truly regional transportation system.

Section 5

That this resolution be adopted and circulated to the Texas Congressional Delegation, the Governor of Texas, members of the Texas Legislature, the Texas Transportation Commission, the Texas Department of Transportation, Cities, Counties, Chambers of Commerce, Economic Development Corporations and Metropolitan Planning Organizations along the federally designated South Central and Gulf Coast High-Speed Rail Corridors, and to the media and others, as is accordingly so ordered.

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

PASSED AND APPROVED this the 6th day of August, 2013.

THE CITY OF GARLAND, TEXAS



Douglas Athas, Mayor

ATTEST:



Lisa Palomba, City Secretary



City Council Item Summary Sheet

☐ Work Session

Date: November 4, 2014

☒ Agenda Item

Economic Development Incentive – Massimo Motor Relocation

Summary of Request/Problem

Massimo Motor Sports, LLC is based in Irving, Texas and offers some of the most sought after UTV's and ATV's in the industry. Massimo is evaluating a decision to relocate their headquarters from Irving to Garland and renovate the 280,000 square foot former Sears Fashion Center building. This building has been vacant over six years and needs a significant investment to renovate. The company is also considering relocating the automated robotic manufacturing operation from China to this facility in the future. With this renovation, Massimo Motor will invest \$2.9 million and bring \$3.8 million of new Business Personal Property to Garland.

As part of the Garland Economic Development Partnership's (GEDP) attraction program of encouraging quality development in the City of Garland, the GEDP's Economic Development Steering Committee recommends that Council provide:

- General support for the project
- Chapter 380 Finance Grant – total of \$275,000 over 5 years; \$55,000 annually

This item was considered by Council at the October 20, 2014 Work Session.

Recommendation/Action Requested and Justification

Approve a resolution authorizing the execution of a Chapter 380 Economic Development Agreement by and between Massimo Motor Sports, LLC and the City of Garland.

Submitted By:

Approved By:

William E. Dollar
City Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN MASSIMO MOTOR SPORTS, LLC AND THE CITY OF GARLAND, TEXAS AND PROVIDING FOR 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 Massimo Motor Sports, LLC 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 _____, 2014.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

CITY OF GARLAND / MASSIMO MOTOR SPORTS, L.L.C.

CHAPTER 380

ECONOMIC DEVELOPMENT AGREEMENT

This Chapter 380 Economic Development Agreement (“**Agreement**”) is made and entered into by and between MASSIMO MOTOR SPORTS, L.L.C. (“**Company**”), a Texas limited liability corporation, and the CITY OF GARLAND, TEXAS (“**Garland**” or “**City**”), a home rule city and municipal corporation.

The City is authorized by Chapter 380 of the Texas Local Government Code to make grants of money to promote state and local economic development and to stimulate business and commercial activity in the City.

The City has authorized the City Manager to make a grant of money to the Company to (i) relocate its corporate headquarters and manufacturing operations to Garland, and (ii) make capital improvements to the former Sears Fashion Center Building.

Relocation of the Company’s corporate headquarters and manufacturing operation to the City will further state and local economic development and stimulate business and commercial activity within the City.

The Company accepts the City’s grant and agrees to carry-out the Project, the terms of which are subject to this Agreement.

The parties therefore agree as follows:

I.

Company’s Obligations

- A. **Investment.** The Company shall establish both its corporate headquarters and manufacturing operations (“**facilities**,” collectively) at 3101 West Miller Road, Garland, Texas (the former “Sears Fashion Center”). The Company shall ensure that after the Effective Date of this Agreement and before December 31, 2015, the Company, or its lessor, or landlord, or owner of the real property at which the facilities are located, has invested at least \$2.9 million in the making of improvements to the Sears Fashion Center. The Company shall also invest at least \$3.8 million in new “Machinery and Equipment” to be installed and used at the Sears Fashion Center. “Machinery and Equipment” means machinery and equipment purchased, installed, and used at the Sears Fashion Center for the purpose of supporting the facilities of the Company.

B. Certificate of Compliance.

1. The Company shall deliver to the City before March 31 of each year, beginning March 31, 2016, during the term of this Agreement a Certificate of Compliance utilizing the form attached as Exhibit "A." The form is subject to revision by the City, in its sole discretion.
2. In the Certificate of Compliance, the Company shall warrant to the City that it is in full compliance with each of its obligations under this Agreement.
3. The City, and its representative(s), including third-parties contracted by the City, has the right to inspect all relevant records of the Company as are reasonably necessary to verify compliance with all requirements of this Agreement. Inspections shall be preceded by at least 10 days' notice in writing to the Company.

C. Texas Government Code Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, the Company agrees not to employ any person who is not lawfully admitted for permanent residence in the United States or who is not authorized under law to be employed in the United States ("Undocumented Worker"). During the term of this Agreement, the Company shall notify the City of any complaint brought against the Company alleging that the Company has employed Undocumented Workers. If the Company, or a branch, division, or department of the Company is convicted of a violation of 18 U.S.C. Section 1324a(f), the total amount of economic development grants it has received, together with interest at the rate of 5% from the date of each payment of an economic development grant, shall be repaid by the Company to the City not later than the 120th day after the date the City notifies the Company of the violation. The City shall recover court costs and reasonable attorney's fees incurred if it prevails in an action brought pursuant hereto to recover past economic development grants and interest. The Company shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom the Company contracts.

D. Failure to Meet Obligations. In the event that the Company fails to fulfill its obligations under the performance terms above, after receipt of notice and expiration of the cure period described in Section III below, the City may, at its option, terminate this Agreement, whereupon the City shall not be required to pay, and the Company shall be entitled to receive any further payments under this Agreement, provided that the foregoing shall not be deemed or construed to release the City from its obligation to make payment for any prior year during which the Company did fulfill its obligations under the performance guidelines above.

II. **City's Obligations**

- A. **Economic Development Incentive.** As consideration for the Company's performance of its obligations under this Agreement, the City shall pay to the Company an annual economic development grant according to the following payment schedule:
1. The City's annual economic development grant payment to the Company shall be \$55,000.00
 2. The City's total obligation to the Company under this Agreement shall not exceed \$275,000.00
- B. The City's first payment shall be made on or before October 31, 2016 for the Company's performance for the year ending December 31, 2015. The City's final payment shall be in consideration for the Company's performance during the year ending December 31, 2019. The City shall make the payment required under this section before October 31 of each year. The City is not obligated to make a grant payment for any year in which the City has determined that the Company failed to fulfill an obligation or condition applicable to the Company for such year and has provided written notice to the Company of such determination on or before October 31st of the following year.

III. **General Terms**

- A. **Effective Date and Term.** The Effective Date of this Agreement is November 1, 2014. This Agreement shall become enforceable upon execution and delivery by the City and the Company. Unless this Agreement is terminated earlier in accordance with its terms, the Company's obligations to perform under this Agreement shall be completed on December 31, 2019 and the City shall make its final payment under this Agreement before October 31, 2020.
- B. **Payments Subject to Future Appropriation.** This Agreement shall not be construed as a commitment, issue, pledge, or obligation of any specific taxes or tax revenues for payment to the Company.
1. All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
 2. The payments made to the Company, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other

economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

3. In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to the Company for such payments or expenditures unless and until appropriation of said funds is made, provided, however, that the Company, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.
 4. To the extent there is a conflict between this Section 3(B) and any other language or covenant in this Agreement, this Section 3(B) shall control.
- C. **Representations and Warranties.** The City represents and warrants to the Company that the economic development incentives and this Agreement are within its authority, and that it is duly authorized and empowered to establish economic development incentives and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. The Company represents and warrants to the City that it has the requisite authority to enter into this Agreement.
- D. **Default.** If either the City or the Company should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of 90 days after the receipt of said notice to cure such default, prior to instituting an action for breach or pursuing any other remedy for default.
- E. **Entire Agreement.** This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered, or revoked by written instrument signed by the City and the Company.
- F. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- G. **Assignment.** Except as provided below, the Company may not assign all or part of its rights and obligations to a third-party without prior written approval of the City, which approval shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary, the Company may assign all or part of its rights and obligations without the prior consent of the City to an affiliate of the Company and to a third-party lender advancing funds for the acquisition, construction, or operation of the Company at the Sears Fashion Center.

- H. **Termination.** In the event the Company elects not to proceed with the investment described in Section 1(A) of this Agreement, the Company shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.
- I. **Notice.** Any notice or statement required or permitted to be delivered shall be deemed delivered by actual delivery or by depositing same in the United States mail, certified with return receipt requested, postage pre-paid, addressed to the appropriate party at the following addresses:

CITY

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

DEVELOPER

Either party may designate a different address at any time upon written notice to the other party.

- J. **Interpretation.** Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against, any party.
- K. **Applicable Law.** This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State courts of Dallas County, Texas.
- L. **Severability.** In the event any provisions of this Agreement are illegal, invalid, or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid,

or unenforceable, a provision be added to this Agreement which is legal, valid, or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

- M. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- N. **No Third-Party Beneficiaries.** This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.
- O. **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past and future officers, elected officials, employees, and agents do not assume any responsibilities or liabilities to any third party in connection with the Company's facilities or the design, construction, or operation of any portion of the facilities.
- P. **Public and Confidential Information.** Information provided by or on behalf of the Company under or pursuant to this Agreement that the Company considers as proprietary shall be maintained as confidential to the extent allowed by law. If proprietary or trade secret information is requested under the Texas Public Information Act, the City shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the Company shall be responsible for defending the confidentiality of such information. Other records and information provided to the City and its representatives to verify compliance with this Agreement shall be available for public inspection.
- Q. **Exhibits.** Exhibit "A," the Certificate of Compliance form, is attached and incorporated by reference for all purposes.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

EXECUTED by the authorized representatives of the parties on the dates indicated below.

[SIGNATURE PAGES FOLLOW]

EXECUTED this the _____ day of _____, 2014.

CITY OF GARLAND, TEXAS:

By: _____

Name: _____

Title: _____

EXECUTED this the _____ day of _____, 2014.

RIDGE DEVELOPMENT:

By: _____

Name: _____

Title: _____

EXHIBIT
“A”

DRAFT

Certificate of Compliance

Company Name: Massimo Motor Sports, L.L.C.

Reporting Year: January 1 through December 31, _____ Year # _____ (up to 5)

1.0. Investment

The Agreement states that after the effective date of the Agreement and before December 31, 2015, the Company or its lessor, or landlord, or owner of the real property at 3101 West Miller Road, Garland, Texas (the former "Sears Fashion Center") shall ensure that at least \$2.9 million has been invested in the making of leasehold improvements to the Sears Fashion Center.

\$ _____ has been invested in leasehold improvements to the Sears Fashion Center located at 3101 West Miller Road, Garland, Texas for the reporting year ending December 31, 20____.

The Agreement states that after the effective date of the Agreement and before December 31, 2015, the Company shall invest at least \$3.8 million in "Machinery and Equipment" that is to be installed and used at the Sears Fashion Center located at 3101 West Miller Road, Garland, Texas before December 31, 2015.

\$ _____ has been invested in "Machinery and Equipment" installed at the Sears Fashion Center located at 3101 West Miller Road, Garland, Texas for the reporting year ending December 31, 20____.

2.0 Incentive Payment Request

The Agreement requires an economic development incentive payment not to exceed \$55,000 for any one year and a total payment not to exceed \$275,000. The City's first payment shall be made on or before October 31, 2016 for the Company's performance during the year ending December 31, 2015. The City's final payment shall be in consideration for the Company's performance during the year ending December 31, 2019. The City shall make payments required under this section before October 31 of each year the Agreement is in effect.

I, the authorized representative of Massimo Motor Sports, L.L.C., hereby certify that the above information is correct and accurate pursuant to the terms of the Agreement. I further certify that Massimo Motor Sports, L.L.C. complied fully with the Chapter 380 Economic Development Agreement during the reporting year.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE:

PRINTED NAME:

TITLE:

DATE:

DRAFT



City Council Item Summary Sheet

☐ Work Session

Date: November 4, 2014

☒ Agenda Item

Economic Development Incentive – Ridge Development

Summary of Request/Problem

Ridge Development specializes in industrial development and investment in state-of-the-art warehouse, distribution, and manufacturing facilities throughout the United States and Mexico. The company is evaluating a decision to develop two 200,000 square feet industrial buildings (Marquis Distribution Center) designed to accommodate both manufacturers and distribution type companies. This new industrial construction by Ridge Development has the potential to create \$16 million Real Estate value in Garland and a total of \$112,736 to the City annually.

As part of the Garland Economic Development Partnership's (GEDP) attraction program of encouraging quality development in the City of Garland, the GEDP's Economic Development Steering Committee recommends that Council provide:

- General support for the project
- Chapter 380 Finance Grant – total of \$370,000

This item was considered by Council at the October 20, 2014 Work Session.

Recommendation/Action Requested and Justification

Approve a resolution authorizing the execution of a Chapter 380 Economic Development Agreement by and between Ridge Development and the City of Garland.

Submitted By:

Approved By:

William E. Dollar
City Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN RIDGE DEVELOPMENT AND THE CITY OF GARLAND, TEXAS AND PROVIDING FOR 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 Ridge Development 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 _____, 2014.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

CITY OF GARLAND / RIDGE DEVELOPMENT

CHAPTER 380

ECONOMIC DEVELOPMENT AGREEMENT

This Chapter 380 Economic Development Agreement ("**Agreement**") is made and entered into by and between RIDGE DEVELOPMENT ("**Developer**"), a Texas limited liability corporation, and the CITY OF GARLAND, TEXAS ("**City**"), a home rule city and municipal corporation.

The City is authorized by Chapter 380 of the Texas Local Government Code to make grants of money to promote state and local economic development and to stimulate business and commercial activity in the City.

The City has authorized the City Manager to make a grant of money to the Developer to construct and ultimately lease out two (2) 195,000 square feet industrial buildings ("**Marquis Distribution Center**" or "**Project**").

The City believes that construction of the Marquis Distribution Center will further state and local economic development and stimulate business and commercial activity in the City.

The Developer accepts the City's grant and agrees to carry-out the Project, the terms of which are subject to this Agreement.

The parties therefore agree as follows:

I.

Definitions

- A. "**Marquis Distribution Center**" or "**Project**" means the construction of two (2) new warehouse distribution buildings, each building totaling at least 195,000 square feet and each building having at least 25 trailer parking spots. The structures are further described at **Exhibit "A"** attached hereto.
- B. "**Premises**" means the 24.32 acres of land on Marquis Drive upon which the Project is to be constructed. The Premises is further described on **Exhibit "A"** attached hereto.

II.

Marquis Distribution Center

In conjunction with the Marquis Distribution Center as defined herein, the Developer agrees to construct two buildings, each suitable for warehouse distribution use. A description of the buildings comprising the Marquis Distribution Center, the tracts comprising the

Premises, a map indicating the location of the acreage of the Marquis Distribution Center, and general illustrations of the Developer's representations about the quality and appearance of the Marquis Distribution Center are attached hereto and for all purposes made a part of this Agreement as **Exhibit "A."**

III.

Development Grant

- A. Subject to the conditions contained in this Agreement, the City agrees to make a one-time grant in the amount of \$370,000.00 to the Developer ("**Development Grant**").
- B. Subject to all limitations and conditions precedent contained in this Agreement, the City agrees to pay the Developer the \$370,000.00 Development Grant in accordance with the following procedure:
 - 1. The Developer shall submit a written request for payment of the Development Grant along with required documentation to the City Manager for the City of Garland. The term "required documentation" means:
 - a. the executed closing documents demonstrating that the Developer has secured fee simple ownership of all applicable properties associated with the Marquis Distribution Center as shown on **Exhibit "A,"** and
 - b. a copy of the Certificate of Occupancy issued by the City demonstrating that the Project is complete and complies with all City zoning ordinances as well as all applicable structural, fire, life, and safety codes.
 - 2. The Developer's request for payment of the Development Grant must be submitted to the City Manager for the City on or before December March 31, 2015. The City will pay the Developer the Development Grant within thirty (30) days of the City's receipt of the Developer's written request along with the required documentation.

IV.

Developer's Obligations

- A. In order to receive the Development Grant, the Developer shall present to the City the documents described above in Section III(B)(1). The documents must indicate that the Developer constructed or caused to be constructed two (2) new warehouse distribution buildings, each building totaling at least 195,000 square feet and each building having at least 25 trailer parking spots.

V.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities (e.g., TXU Electric, GTE Southwest Telephone, TXU Gas, Verizon Cable Services or their contractors), fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to performance under this Agreement shall be extended for a period of time equal to the period such party was delayed.

VI.
Term

The term of this Agreement shall begin upon the execution by the City and the Developer and shall terminate upon the date that all obligations under this Agreement have been fulfilled or upon the date the Agreement is otherwise terminated in accordance with this Agreement.

VII.
Assignments

It is intended by the parties hereto that this Agreement may be assigned by the Developer to a successor owner and/or party only with prior written approval of the City Council.

VIII.
Inspections

The Developer agrees that the City, its agents and employees shall have reasonable rights of access to the Premises and the Project to inspect the Project in order to insure that the construction of the Project is in accordance with this Agreement and all applicable state and local laws and regulations, or that there has been a valid written waiver thereof. After completion of the Project, the City shall have the continuing right, subject to the Developer's reasonable security requirements, to inspect the Project and the Developer's pertinent business records to insure that the Project is thereafter maintained, operated, and occupied in compliance with this Agreement.

IX.
Venue and Governing Law

This Agreement is performable in Dallas County, Texas and venue of any action arising out of this Agreement shall be exclusively in Dallas County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

X.
Notices

Any notice or request required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address below or by hand delivery, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY

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

DEVELOPER

Ridge Development
5800 Campus Circle Drive E.
Suite 200A
Dallas, Texas 75063
Attn: Kent Newsom

XI.
Applicable Laws

This Agreement is made subject to the provisions of the City's Charter and ordinances, as amended, and all applicable State and Federal laws.

XII.
Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be

considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XIII.
Captions

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

XIV.
Successors and Assigns

The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned by the Developer without prior City approval.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the date indicated below, effective as of the later of such dates.

[SIGNATURE PAGE FOLLOWS]

EXECUTED this the _____ day of _____, 2013.

CITY OF GARLAND, TEXAS:

By: _____

Name: _____

Title: _____

EXECUTED this the _____ day of _____, 2013.

RIDGE DEVELOPMENT:

By: _____

Name: _____

Title: _____

EXHIBIT
“A”

DRAFT



MARQUIS DISTRIBUTION CENTER

Marquis Drive | Garland, TX 75041

FOR LEASING INFORMATION

Joe Whitmer
Senior Vice President
214-446-4556 (O)
469-371-5296 (C)
joe.whitmer@transwestern.com



TRANSWESTERN[®]



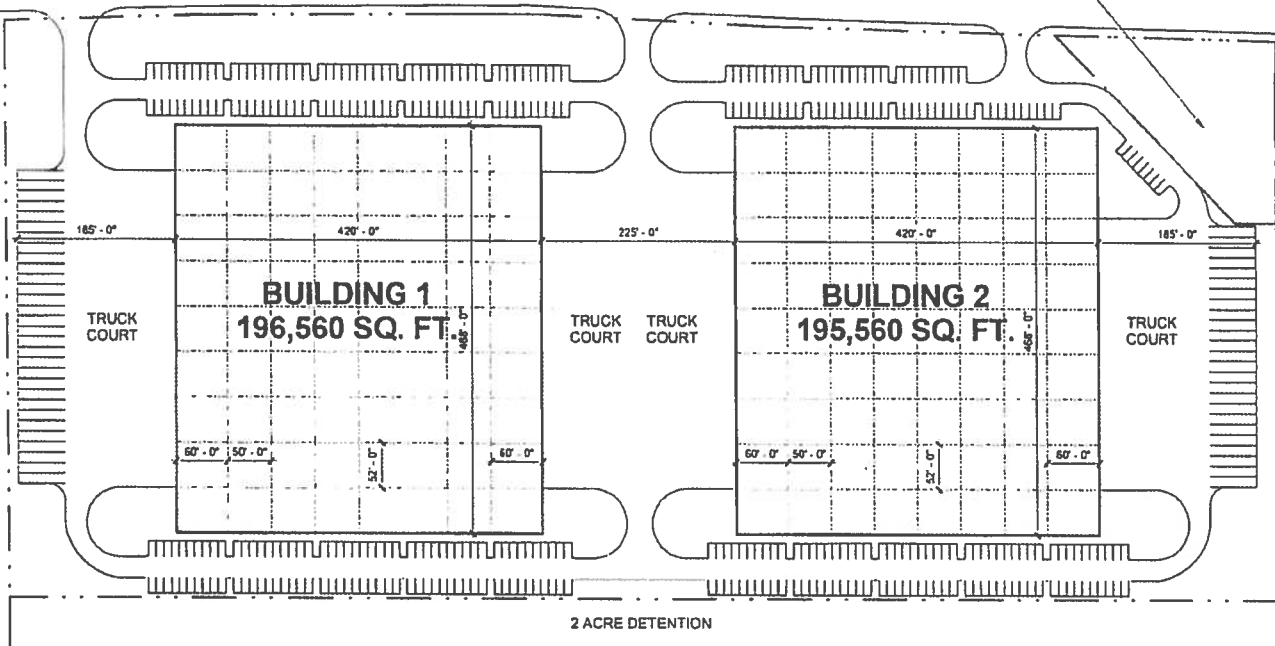
RIDGE
DEVELOPMENT
a Transwestern Company



RIDGE
DEVELOPMENT
a Transwestern Company

MARQUIS DRIVE

EXISTING DRAINAGE
EASEMENT



SITE ACREAGE = 24.32
BUILDING 1 SQ. FT. = 196,560
CAR PARKING = 200
TRAILER PARKING = 30

BUILDING 2 SQ. FT. = 195,560
CAR PARKING = 177
TRAILER PARKING = 25

BUILDING HIGHLIGHTS

BUILDING 1

BUILDING 2

Building SF:	196,560	195,560
Total Land:	13.06	11.27
Clear Height:	32'	32'
Office SF:	BTS	BTS
Building Depth:	420' x 468'	420' x 468'
Column Spacing (Typical):	50' x 52'	50' x 52'
Construction:	Tilt-up	Tilt-up
Fire Protection:	ESFR	ESFR
Truck Court (Dedicated):	185'	185'
Truck Court (Share):	225'	225'
Dock Doors:	Multiple, Dock High	Multiple, Dock High
Lighting Warehouse:	T-5 (BTS)	T-5 (BTS)
Parking:	200	177
Coverage:	39.44%	39.44%
Trailer Parks:	30	25



TRANSWESTERN[®]
The Performance Advantage in Real Estate



-



TRANSWESTERN®

The Performance Advantage in Real Estate