



GARLAND

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

**City of Garland
Duckworth Building, Goldie Locke Room
217 North Fifth Street
Garland, Texas
September 20, 2016
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. **BRaille 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 September 6, 2016 Regular Meeting.
2. Consider approval of the following bids:
 - a. **TMPA Gibbons Creek Substation** **Bid No. 6713-16**
Autotransformer and Switch Replacement

Irby Construction Company	\$914,334.04
Optional Contingency	<u>91,433.40</u>
TOTAL	\$1,005,767.44

This request is to provide for the replacement of a 345 kV autotransformer and a 138 kV switch at TMPA Gibbons Creek Substation. These replacements are part of the TMPA Breaker Replacement CIP project. Due to the complex nature of the project, an optional contingency is included for any unforeseen additional work that may be required.

- b. **Fleet Replacement Trucks** **Bid No. 6937-16**

Sam Pack's Five Star Ford	\$221,495.55
----------------------------------	---------------------

This request is to purchase five replacement trucks to be used by various City departments for their daily operations.

c. Property and Casualty Insurance

Bid No. 6838-16

XL Catlin Insurance Company

\$377,021.00

This request is to purchase boiler and machinery insurance to replace current coverage expiring October 30, 2016.

d. GP&L - Swindell Switchyard Civil Site Grading

Bid No. 6911-16

Kwest Group, Inc.

\$491,389.00

Optional Contingency

98,277.80

TOTAL

\$589,666.80

This request is to provide Civil Site Grading necessary for the Swindell Switchyard expansion. This project will include all surface preparation, leveling, and grading necessary to ready the site for new construction. Due to the complex nature of the project, an optional contingency is included for any additional work that may be required.

**e. Roof Replacements for Police Property and
Municipal Courts Buildings**

Bid No. 6770-16

Supreme Roofing

\$429,217.00

This request is to replace the roofs on the Police Property building and the Municipal Courts building which are experiencing significant leaks.

**f. PLC & HMI Controls Modernization Upgrade
for the Duck Creek WWTP**

Bid No. 6954-16

Holt Cat

\$309,153.61

This request is to make necessary upgrades to the emergency back-up generators at Duck Creek Wastewater Treatment Plant.

g. Wayfinding Phase II: Downtown Gateways

Bid No. 4441-14

MERJE

\$44,250.00

This purpose of this Change Order is to allow for additional design and consulting services for Phase II of the Wayfinding Program.

h. CIS System Consulting Engagement **Bid No. 6837-16**

Westin Engineering, Inc. \$229,720.00

This request is to provide consulting services for the assessment and evaluation of utility customer care and billing systems.

i. GP&L Swindell Substation Control House and Landings **Bid No. 6879-16**

Electrical Power Products, Inc. \$335,362.00
Optional Contingency 67,072.40
TOTAL \$402,434.40

This request is to purchase a Control House and Landings for the Swindell Substation. Due to the complexity of the project, an optional contingency is included for any necessary revisions.

3. Consider an ordinance amending the tax roll of the City of Garland and providing an effective date.

Council is requested to consider approving an ordinance to amend the ad valorem tax rolls for amounts that have remained uncollected for a period of at least four years (two years for bankruptcy settlements).

4. Consider a resolution authorizing the submission of a grant application to the Office of the Governor of the State of Texas for certain public safety, law enforcement, and homeland security projects; and providing an effective date.

Council is requested to consider authorizing a resolution of the Homeland Security Grant Program application to allow funds to be released.

5. Consider a resolution authorizing the City Manager to execute an agreement with the State of Texas, by and through the State Department of Transportation, concerning a Trail Development Matching Fund; and providing an effective date.

Council is requested to consider approving a resolution authorizing the City Manager to execute the Local Project Advance Funding Agreement, with the State of Texas, through the Texas Department of Transportation (TxDOT) which updates the federal, state, and local cost participation for construction of the Winters Park/Spring Creek Greenbelt Trail.

6. **Consider a resolution authorizing the City Manager to execute a purchase agreement and ancillary documents for the purchase of real property improvements located at 203 N. Fifth Street ("Property"); authorizing the Mayor of the City of Garland to execute the first amendment to the ground lease and the reciprocal easement and operating agreement related to the property; and providing an effective date.**

Council is requested to consider the final transactional agreements associated with Tract B of the City Center development, providing for the acquisition of the first level as office space for the Economic Development Department.

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 are 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. **Request for Development Assistance from IDI Gazeley, LLC**

Council is requested to consider a development incentive request from IDI Gazeley, LLC for a partial rebate of the applicable Roadway Impact Fee required of a proposed new industrial development project.

8. **Hold public hearings on:**

- a. **Consider the application of Jay Woo requesting approval of 1) a Detail Plan for Restaurant, Drive-Through and 2) a Specific Use Provision for a Restaurant, Drive-Through on property zoned Planned Development (PD) 13-32 District for (Limited) Community Retail.**

The applicant proposes to develop the subject property with a 3,030 square foot Restaurant with Drive-Through.

- b. **Consider the application of Henry Company, LLC requesting approval of a Specific Use Provision for High Risk Use on a property zoned Industrial (IN) District.**

The applicant requests approval of a Specific Use Provision for the industrial manufacturing of roofing underlayments, air barriers, and water proofing products.

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.



GARLAND

City Council Regular Session Agenda

Agenda Item 1.

Meeting Date: September 20, 2016

Item Title:

Submitted By: Rene Dowl, City Secretary, City Secretary

Summary:

Consider approval of the minutes of the September 6, 2016 Regular Meeting.

Attachments

Minutes September 6, 2016

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, September 6, 2016, in the Goldie Locke Room at The Duckworth Building, 217 North Fifth Street, Garland, Texas, with the following members present:

COUNCIL PRESENT:

Mayor	Douglas Athas
Mayor Pro Tem	Scott LeMay
Council Member	David Gibbons
Council Member	Anita Goebel
Council Member	Stephen Stanley
Council Member	B. J. Williams
Council Member	Rich Aubin
Council Member	Lori Dodson
Council Member	James Cahill

STAFF PRESENT:

City Manager	Bryan L. Bradford
City Attorney	Brad Neighbor
City Secretary	Eloyce René Dowl

CALL TO ORDER:

The meeting was called to order by Mayor Douglas Athas. Council Member Cahill led the pledge and invocation.

CEREMONIALS:

Mayor Athas presented a proclamation to Alex Palencia naming September Mexico 2000 Folklorica Ballet Month.

Mayor Athas presented a special recognition to Ed Jackson for his years of commitment to community service.

Mayor Athas, along with Mayor Pro Tem LeMay, performed the induction ceremony for the Garland Youth Council and presented each member with a Council pin.

CONSENT AGENDA:

All items marked with asterisks (**) on the Consent Agenda were voted on at the beginning of the meeting. Mayor Athas read those items into the record. Motion was made by Council Member Cahill to approve the Consent Agenda, with the exception of items 2f and 2g (pulled for discussion by Council Member Dodson), seconded by Council Member Dodson, to approve items 1, 2a, 2b, 2c, 2d, 2e, 3a, 3b, 4, 5, 6, 7, and 8. Motion carried, 9 ayes, 0 nays.

1. APPROVED**

Approval of the Minutes of the August 16, 2016 Regular Meeting.

2a. APPROVED**

Bid No. 6844-16 to Freightliner of Austin in the amount of \$188,503.00 for Dump Trucks for Water and Wastewater.

This request is to purchase two dump trucks to be used by the Water and Wastewater Departments in their daily operations.

2b. APPROVED**

Bid No. 6884-16 to Volvo & Mack Trucks of Waco in the amount of \$970,282.00 for Heavy Duty Trucks for the Street Department.

This request is to purchase three dump trucks and four tractor trucks to be used by the Street Department in their daily operations.

2c. APPROVED**

Bid No. 6752-16 to Dis-Tran Steel, LLC in the amount of \$299,627.00 which includes an optional contingency of \$29,962.70 for a total bid of \$329,589.70 for Steel Structures for GP&L Swindell Substation Rebuild.

This request is to purchase nine tubular steel structures necessary for the rebuild of the Swindell Substation and Greenville to Olinger transmission line termination. Due to the complex nature of the project, an optional contingency is included for any unforeseen additional work that may be required.

2d. APPROVED**

Bid No. 6820-16 to Schweitzer Engineering Laboratories in the amount of \$124,443.00 for SEL RTU Automation Controllers.

This request is to replace seventeen SEL Remote Telemetry Units (RTUs) that are running Windows XP and cannot accept current system updates. These RTUs are critical components in Garland Power & Light's SCADA system.

2e. APPROVED**

Bid No. 6734-16 to SYB Construction Company, Inc. in the amount of \$1,313,988.50 for Water, Wastewater, Sanitary Sewer, and Paving Improvements.

This request is to provide for the construction of approximately 62 linear feet of 6-inch water, 1,559 linear feet of 8-inch water, 20 linear feet of 6-inch wastewater, and 2,602 linear feet of 8-inch wastewater all by open cut; and 595 linear feet of 8-inch wastewater by pipe bursting along with 2,570 square yards of pavement replacement and all incidentals.

2f. APPROVED

Bid No. 6878-16 to R-Delta Engineers, Inc. in the amount of \$271,440.00 for the Holford Road Alignment Study – President George Bush Turnpike to City Limits.

This request is to provide professional services for alignment study of Holford Road from the President George Bush Turnpike to the City Limits.

Mayor Athas opened the discussion at 7:22 p.m. The speaker on this item was Michael Polocek, Director of Engineering.

2g. APPROVED

Bid No. 6877-16 to R-Delta Engineers, Inc. in the amount of \$341,100.00 for the Holford Road Alignment Study – Arapaho Road to President George Bush Turnpike.

This request is to provide professional services for an alignment study of Holford Road from Arapaho Road to the President George Bush Turnpike.

Motion was made by Council Member Dodson to approve items 2f and 2g as presented, seconded by Mayor Pro Tem LeMay to close the discussion at 7:29 p.m. Motion carried, 9 ayes, 0 nays.

3a. APPROVED**

Ordinance No. 6852 amending the Garland Development Code of the City of Garland by approving 1) an amendment to the Concept Plan for Planned Development (PD) District 15-45, 2) a Detail Plan for Multi-Family Uses on property zoned Planned Development (PD) 15-45 District for Single-Family-5 (SF-5) Uses, Multi-Family Uses on a 17.892-acre tract of land located at the north intersection of Arapaho Road and north Garland Road; providing for conditions,

restrictions, and regulations; and providing for a penalty and an effective date. (Zoning File No. Z 16-23, D. R. Rankin PLLC, District 7)

3b. APPROVED**

Ordinance No. 6853 amending the Garland Development Code of the City of Garland by approving a change in zoning from Agricultural (AG) District to Single-Family-10 (SF-10) District on a 2.0-acre tract of land located at 3926 Zion Road; providing for conditions, restrictions, and regulations; and providing for a penalty and an effective date. (Zoning File No. Z 16-26, Craig Turner, District 3)

4. APPROVED**

Ordinance No. 6854 to issue Tax Notes, Series 2016

At the August 15, 2016 Work Session, Council considered authorizing the issuance of tax notes in the amount of \$7,350,000 to provide funding for street improvements plus debt issuance costs. Issuance of the Tax Notes will not increase the Fiscal Year 2016-17 General Obligation Debt Service tax rate because of savings realized from the commercial paper program.

5. APPROVED**

Resolution No. 10254 authorizing a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) – single year – 2017 Comprehensive Grant in the amount of \$389,872.39; and providing an effective date.

Council is requested to approve a resolution authorizing the City Manager to accept the State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Grant for FY 2016-17 in the amount of \$389,872.39.

6. APPROVED**

Resolution No. 10255 authorizing the City Manager to execute an Interlocal Agreement with the City of Georgetown and authorizing the purchase of Customer Information System Consulting Services pursuant to that Interlocal Agreement; and providing an effective date.

At the August 15, 2016 City Council Work Session, an Interlocal Agreement with the City of Georgetown was

presented for discussion. City of Georgetown has an existing contract with Westin Engineering, Inc. that Garland IT and Customer Service would like to utilize. Westin Engineering, Inc. will assist with requirements definition, RFP creation, and evaluation of potential utility billing solutions.

7. APPROVED**

Resolution No. 10256 regarding the City's option to extend the term of its Power Sales Contract with Texas Municipal Power Agency, as amended, and direction to the City Manager, or his designee, to provide written notice of this election to TMPA; and providing an effective date.

8. APPROVED**

Resolution No. 10253 Sale of Certain Assets by TMPA

Council is requested to consider a resolution approving and authorizing the sales of certain assets by the Texas Municipal Power Agency and the refunding of certain agency financial obligations in connection with TMPA's sales of assets. The resolution will also authorize the Mayor to act on the City's behalf in executing amendments to several existing agreements involving TMPA in order to accommodate the proposed sales and the associated refunding.

9. APPROVED

Consider a request to waive payment of the Reforestation and Tree Management Fund.

R-Delta Engineers, Inc., on behalf of the Buddhist Meditation Association Dao Quang Temple, is requesting a waiver of the required payment to the Reforestation and Tree Management Fund as outlined in the Garland Development Code Chapter: Article 4: Tree Preservation & Mitigation.

Mayor Athas opened the hearing at 7:30 p.m. Isaac Williams, Development Planner and Frank Polma, P. E., R-Delta Engineers, Inc. were the speakers on this item. Motion was made by Council Member Cahill to approve the waiver of the required payment to the Reforestation and Tree Management Fund, seconded by Mayor Pro Tem LeMay to

close the hearing at 7:30 p.m. Motion carried, 9 ayes, 0 nays.

10. PH HELD

Hold a public hearing on the 2016-17 Proposed Budget.

Mayor Athas opened the public hearing at 7:40 p.m.

There were no speakers on this item.

There being no speakers the public hearing was closed at 7:41 p.m.

11. PH HELD

Hold a public hearing regarding the Proposed 2016-17 Tax Rate.

Mayor Athas opened the hearing at 7:41 p.m.

There were no speakers on this item.

There being no speakers the public hearing was closed at 7:42 p.m.

12. APPROVED

Consider an ordinance adopting the operating budget for fiscal year 2016-17, providing budgetary appropriations for the various funds of the City; revised budgets will be prepared for the Mayor's signature upon final direction from the City Council.

Motion was made by Council Member Aubin to ratify the property tax rate of \$72.46 cents per \$100 of valuation for 2016-17, in an amended budget, if the motion is approved, seconded by Council Member Gibbons. Motion failed, 2 ayes (Council Members Aubin and Gibbons), 7 nays (Council Members Goebel, Stanley, Williams, Dodson, Cahill, Mayor Pro Tem LeMay, and Mayor Athas).

Motion was made by Mayor Pro Tem LeMay to ratify the property tax rate reflected in the budget, seconded by Council Member Dodson. Motion carried, 9 ayes, 0 nays.

Motion was made by Council Member Cahill to approve the budget as submitted, seconded by Council Member Williams, to approve Ordinance No. 6855 adopting the operating budget for fiscal year 2016-17, providing budgetary appropriations for the various funds of the City. Motion carried, 9 ayes, 0 nays.

13. APPROVED

Consider an ordinance fixing the tax rate of \$70.46 per \$100 of valuation for the fiscal year 2016-17 upon all taxable property in the City of Garland in conformity with the laws of the State of Texas and the Charter provision and ordinances of the City of Garland.

Motion was made by Council Member Stanley to approve Ordinance No. 6856 adopting the increased property tax rate of \$70.46 cents per \$100 valuation, which is effectively a \$9.75 percent increase in the tax rate, and to approve the rate of debt service in the amount of thirty-one and six hundredths of a cent for the fiscal year beginning October 1, 2016. Motion carried, 9 ayes, 0 nays.

Motion was made by Council Member Stanley to approve the rate for maintenance and operations budget in the amount of thirty-nine and forty hundredths of a cent, seconded by Council Member Dodson. Motion carried, 9 ayes, 0 nays.

14. APPROVED

Consider an ordinance amending various sections of the Code of Ordinances of the City of Garland relating to fees for various services provided by the City of Garland.

Motion was made by Council Member Cahill seconded by Mayor Pro Tem LeMay, to approve Ordinance No. 6857 amending various sections of the Code of Ordinances of the

City of Garland relating to rates and fees for various services provided by the City. Motion carried, 9 ayes, 0 nays.

15. APPROVED

Consider an ordinance establishing civil service classifications within the Police and Fire Departments; prescribing the number of positions in each classification; prescribing the base salary and types of pay for those classifications; and providing an effective date.

Motion was made by Council Member Aubin seconded by Council Member Stanley to approve Ordinance No. 6858 establishing civil service classifications within the Police and Fire Departments; prescribing the number of positions in each classification; prescribing the base salary and types of pay for those classifications. Motion carried, 9 ayes, 0 nays.

16. CITIZEN COMMENTS: Scott Roberts
Tara Pratt

17. ADJOURN: There being no further business to come before the City Council, Mayor Jones adjourned the meeting at 8:14 pm.

CITY OF GARLAND, TEXAS

/s/ Douglas Athas, Mayor

/s/ Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. a.

Meeting Date: September 20, 2016

Item Title: TMPA Gibbons Creek Substation Autotransformer and Switch Replacement

Submitted By: Ross Owen, Director of Transmission & Distr

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide for the replacement of a 345 kV autotransformer and a 138 kV switch at TMPA Gibbons Creek Substation. These replacements are part of the TMPA Breaker Replacement CIP project. Due to the complex nature of the project, an optional contingency is included for any unforeseen additional work that may be required.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Irby Construction Company	All	\$ 914,334.04
Optional Contingency		91,433.40
TOTAL:		\$1,005,767.44

Fiscal Impact

Total Project/Account: \$17,926,442
Expended/Encumbered to Date: 1,671,895
Balance: \$16,254,547
This Item: 1,005,768
Proposed Balance: \$15,248,779
Account #: 215-3542-3175301-7111 & 215-3542-3175501-7111
Fund/Agency/Project – Description and Comments:
Electric CIP Fund / Transmission Lines

Bid #6713-16

Attachments

Bid Recap

Executive Summary

Fiscal Reference:

Budget Type: CIP
Fiscal Year: 2016
Document Location: Page E01

Budget Director	Approval Date:
Approval:	08/17/2016
Ron Young	

Purchasing Director	Approval Date:
Approval:	09/13/2016
Gary Holcomb	



GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 6713-16
TMPA Gibbons Creek Substation Autotransformer and Switch Replacement

Recommended Vendor:

Irby Construction Company

Total Recommended Award:

\$1,005,767.44

Basis for Award:

Best Value

Purpose:

The purpose of this bid is to provide for the replacement of a 345kV autotransformer and a 138vK switch at TMPA Gibbons Creek Substation. These replacements are part of the TMPA Breaker Replacement CIP Project.

Evaluation:

Requests for bids were issued in accordance with Purchasing procedures. Six (6) bids were received and evaluated based on the published criteria of price, experience, qualifications, safety, and equipment. Irby Construction Company received the highest evaluated score, offering the best value for the City.

Recommendation:

Staff recommends awarding the bid to Irby Construction Company as the best value provider.

Funding Information:

215-3542-3175301; 215-3542-3175501

Department Director:

Ross Owen, Transmission & Distribution Director, 972-205-3532



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. b.

Meeting Date: September 20, 2016

Item Title: Fleet Replacement Trucks

Submitted By: Terry Anglin, Fleet Services Director

PURCHASE JUSTIFICATION:

The purpose of this contract is to purchase five (5) replacement trucks to be used by various City departments for their daily operations. The replacements include an F-150 Crew Cab Pickup, an F-250 Regular Cab Pickup, an F-450 Crew Cab with Service Body, an F-350 Crew Cab with Flatbed, and an F-550 Extended Cab with Service Body.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Sam Pack's Five Star Ford	All	\$221,495.55
TOTAL:		\$221,495.55

Fiscal Impact

Total Project/Account:	\$1,847,130
Expended/Encumbered to Date:	1,406,053
Balance:	\$441,077
This Item:	221,495
Proposed Balance:	\$219,582
Account #:	444-4313-9009, 444-2412-9009, 444-4033-9009, 444-4124-9009

Fund/Agency/Project – Description and Comments:

Equipment Replacement Fund / Various Departments

Item 1 - Environmental Waste Services Residential Collection - 444-4313-9009 -	\$ 28,698
Item 2 - Parks Ground Maintenance - 444-2412-9009 -	26,401
Item 3 - Water Metering Service - 444-4033-9009 -	67,758
Item 4 - Parks Ground Maintenance - 444-2412-9009 -	42,953

Item 5 - Wastewater Lift Stations - 444-4124-9009 -
Total

55,685
\$221,495

Attachments

Bid Recap
Executive Summary

Fiscal Reference:

Budget Type: Operating Budget
Fiscal Year: 2015-16

Budget Director Approval:	Approval Date:
Ron Young	09/13/2016
Purchasing Director	Approval Date:
Approval:	09/09/2016
Gary L. Holcomb	

CITY OF GARLAND - BID RECAP SHEET OPENED: 09/20/16 REQ. NO. 36862, 36870 BID NO. 6937-16 PAGE: 1 of 1 BUYER: T. Smith			Sam Pack's Five Star Ford								
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	ea.	New 2017 Ford F-150 Crew Cab pickup, 2wd with all options and features per quote.	\$28,698.00	\$28,698.00						
2	1	ea.	New 2017 Ford F-250 Regular cab with crossbox toolbox, 110 gal. diesel tank, electric pump and all options and features per quote.	\$25,401.05	\$26,401.05						
3	1	ea.	New 2017 Ford F-450 Crew cab with service body, and all options and features per quote.	\$67,758.00	\$67,758.00						
4	1	ea.	New 2017 Ford F-350 Crew cab flatbed/dual rear wheels with tool boxes on both sides of bed, propane bottle rack and all options and features per quote.	\$42,953.50	\$42,953.50						
5	1	ea.	New 2017 Ford F-550 Extended cab with service body, dual wheel and all options and features per quote.	\$55,685.00	\$55,685.00						
TOTAL GROSS PRICE				\$221,495.55							
CASH DISCOUNT											
TOTAL NET PRICE				\$221,495.55							
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											
NEXT LOW: LOW: _____ SAVINGS: _____ \$0.00			0 # IonWave Notifications 0 # IonWave HUBS 0 # Direct Contact HUBS 0 # HUBS Responded			All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. <u>The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.</u>					



GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 6937-16
Fleet Replacement Trucks

Recommended Vendor:
Sam Pack's Five Star Ford

Total Recommended Award:
\$221,495.55

Basis for Award:
Cooperative Purchase

Purpose:
The purpose of this contract is to purchase five (5) replacement trucks to be used by various City departments for their daily operations. The replacements include F-150 Crew Cab Pickup, F-250 Regular Cab Pickup, F-450 Crew Cab with Service Body, F-350 Crew Cab with Flatbed, and F-550 Extended Cab with Service Body.

Evaluation:
These trucks are being provided by Sam Pack's Five Star Ford through the State of Texas SmartBuy Contract 072-A.

Recommendation:
Staff recommends awarding the contract for the trucks to Sam Pack's Five Star Ford.

Funding Information:
444-2412-9009, 444-4033-9009, 444-4124-9009, 444-4313-9009

Department Director:
Terry Anglin, Fleet Director, 972-205-3524



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. c.

Meeting Date: September 20, 2016

Item Title: Property and Casualty Insurance

Submitted By: Robby Neill, Managing Director

PURCHASE JUSTIFICATION:

The purpose of this request is to purchase boiler and machinery insurance to replace current coverage expiring October 30, 2016. This insurance provides coverage for mechanical breakdown and catastrophic loss of large boilers and mechanical equipment associated with operation of electric utilities, wastewater treatment, and other City operations and facilities. The contract may renew annually, but any subsequent renewals will come before City Council for approval.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
XL Catlin Insurance Company	All	377,021.00
TOTAL:		\$377,021.00

Fiscal Impact

Total Project/Account: \$500,700
Expended/Encumbered to Date: 0
Balance: \$500,700
This Item: 377,021
Proposed Balance: \$123,679
Account #: 405-1192-7403
Fund/Agency/Project – Description and Comments:
Self Insurance Fund - Operating Budget

This is an FY 2016-17 expense.

Attachments

Bid Recap
Executive Summary

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2016-17

Document Location: Page C-43

Budget Director Approval:	Approval Date:
Ron Young	09/13/2016

Purchasing Director Approval:	Approval Date:
Gary L. Holcomb	09/09/2019



GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 6838-16
Property and Casualty Insurance

Recommended Vendor:
XL Catlin Insurance Company

Total Recommended Award:
\$377,021.00

Basis for Award:
Best Value

Purpose:

The purpose of this request is to purchase boiler and machinery insurance to replace current coverage expiring October 30, 2016. This insurance provides coverage for mechanical breakdown and catastrophic loss of large boilers and mechanical equipment associated with operation of electric utilities, wastewater treatment and other City operations and facilities. The contract may renew annually, but any subsequent renewals will come before City Council for approval.

Evaluation:

A request for proposal for boiler and machinery insurance was issued in accordance with Purchasing procedures. Three (3) proposals were received and evaluated based on offering the best price, coverage terms, limits, and loss control services. The XL Catlin proposal offered the best value based on the evaluation criteria and represents a 14.8% reduction in premium compared to the FY15/16 coverage.

Recommendation:

Staff recommends awarding purchase of boiler and machinery insurance from XL Catlin Insurance Company for coverage effective October 1, 2016.

Funding Information:
405-1192-7403

Department Director:
Robby W. Neill, Managing Director, 972-205-2481



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. d.

Meeting Date: September 20, 2016

Item Title: GP&L - Swindell Switchyard Civil Site Grading

Submitted By: Ross Owen, Director of Transmission & Distr

PURCHASE JUSTIFICATION:

The purpose of this project is to provide Civil Site Grading necessary for the Swindell Switchyard expansion. This project will include all surface preparation, leveling, and grading necessary to ready the site for new construction. Due to the complex nature of the project, an optional contingency is included for any additional work that may be required.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Kwest Group, Inc.	All	\$491,389.00
Optional Contingency		98,277.80
TOTAL:		\$589,666.80

Fiscal Impact

Total Project/Account: \$7,219,300
Expended/Encumbered to Date: 3,171,510
Balance: \$4,047,790
This Item: 589,667
Proposed Balance: \$3,458,123
Account #: 210-3799-3177101-7111
Fund/Agency/Project – Description and Comments:
Electric CIP Fund / Substations Upgrades

Attachments

Bid Recap
Executive Summary

Fiscal Reference:

Budget Type: CIP
Fiscal Year: 2016
Document Location: Page E10

Budget Director	Approval Date:
Approval:	09/13/2016
Ron Young	

Purchasing Director	Approval Date:
Approval:	09/09/2016
Gary L. Holcomb	

[illegible]



GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 6911-16
GP&L - Swindell Switchyard Civil Site Grading

Recommended Vendor:
Kwest Group, Inc.

Total Recommended Award:
\$589,666.80

Basis for Award:
Best Value

Purpose:
This purpose of this project is to provide Civil Site Grading necessary for the Swindell Switchyard expansion. This project will include all surface preparation, leveling, and grading necessary to ready the site for new construction.

Evaluation:
A request for bids was issued in accordance with Purchasing procedures. Five (5) bids were received and evaluation based on the published criteria of price, experience, equipment, and safety. Kwest Group, Inc. received the highest evaluated score, offering the best value to the City.

Recommendation:
Staff recommends awarding the project to Kwest Group, Inc.

Funding Information:
210-3799-3177101-7111

Department Director:
Ross Owen, Transmission & Distribution Director, 972-205-2667



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. e.

Meeting Date: September 20, 2016

Item Title: Roof Replacements for Police Property and Municipal Courts Buildings

Submitted By: Ginny Holliday, Facilities Management Director

PURCHASE JUSTIFICATION:

The purpose of this project is to replace the roofs on the Police Property building and the Municipal Courts building which are experiencing significant leaks. These projects were approved as a part of the 2016 Capital Improvement Program.

AWARD RECOMMENDATION:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Supreme Roofing		All	\$429,217.00
TOTAL:			\$429,217.00

Fiscal Impact

Total Project/Account: \$1,262,757
Expended/Encumbered to Date: 605,509
Balance: \$657,248
This Item: 429,217
Proposed Balance: \$228,031
Account #: 692-4749-1603800-9002
Fund/Agency/Project – Description and Comments:
CO-Funded CIP / Facilities Management / Roof Replacement

Attachments

Bid Recap
Executive Summary

Fiscal Reference:

Budget Type: CIP
Fiscal Year: 2016

Budget Director

Approval:

Ron Young

Approval Date:

09/13/2016

Purchasing Director

Approval:

Gary L. Holcomb

Approval Date:

09/09/2016



GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 6770-16
Roof Replacement for Police Property and Municipal Courts Buildings

Recommended Vendor:
Supreme Roofing

Total Recommended Award:
\$429,217.00

Basis for Award:
Best Value

Purpose:
The purpose of this project is to replace the roofs at the Police Property and Municipal Courts buildings due to extensive leaking and wear.

Evaluation:
A request for bids was issued in accordance with Purchasing procedures. Two (2) bids were received and evaluated on the published criteria of price, qualifications, methodology, and reference/past performance/quality assurance. Supreme Roofing submitted the lowest price and received the highest evaluated score, offering the best value for the City.

Recommendation:
Staff recommends awarding the project to Supreme Roofing.

Funding Information:
692-4749-1603800-9002

Department Director:
Ginny Holliday, Director of Facilities Management, 972-205-4080



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. f.

Meeting Date: September 20, 2016

Item Title: PLC & HMI Controls Modernization Upgrade for the Duck Creek WWTP

Submitted By: Wes Kucera, Managing Director

PURCHASE JUSTIFICATION:

The purpose of this project is to make necessary upgrades to the emergency back-up generators at Duck Creek Wastewater Treatment Plant. The Programmable Logic Controllers (PLC) and Human Machine Interface (HMI) automatic features are not operating properly and need to be upgraded to restore original functionality and reliability.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Holt Cat	All	\$309,153.61
TOTAL:		\$309,153.61

Fiscal Impact

Total Project/Account: \$1,600,000

Expended/Encumbered to Date: 0

Balance: \$1,600,000

This Item: 309,154

Proposed Balance: \$1,290,846

Account #: 230-4239-3403800-9007

Fund/Agency/Project – Description and Comments:

Wastewater Commercial Paper CIP / Wastewater Treatment / Duck Creek WWTP Processes Improvements

Attachments

Bid Recap

Executive Summary

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2016

Document Location: Page WW20

Budget Director

Approval:

Ron Young

Approval Date:

09/13/2016

Purchasing Director

Approval:

Gary L. Holcomb

Approval Date:

09/06/2016



GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 6954-16
Executive Summary

PLC & HMI Controls Modernization Upgrade for the Duck Creek WWTP

Recommended Vendor:

Holt Cat

Total Recommended Award:

\$309,153.61

Basis for Award:

Sole Source

Purpose:

The purpose of this project is to make necessary upgrades to the emergency back-up generators at Duck Creek Waste Water Treatment Plant. The Programmable Logic Controllers (PLC) and Human Machine Interface (HMI) automatic features are not operating properly and need to be upgraded to restore original functionality and reliability.

Evaluation:

Holt Cat is the original equipment manufacturer and sole distributor of the required equipment. This project is being awarded as a sole source due to copyrights and patents.

Recommendation:

Staff recommends awarding the controls upgrade project to Holt Cat.

Funding Information:

230-4239-340389007

Department Director:

Wes Kucera, Managing Director Water and Wastewater, 972 205-3283



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. g.

Meeting Date: September 20, 2016

Item Title: Wayfinding Phase II: Downtown Gateways

Submitted By: Will Guerin, Planning Director

PURCHASE JUSTIFICATION:

The purpose of this Change Order is to allow for additional design and consulting services for Phase II of the Wayfinding Program. The interpretive signs will aid citizens and visitors in wayfinding and orientation within Downtown Garland. MERJE was awarded the original contract based on their response to Request for Proposal 4441-14. This Change Order for additional services represents an increase of \$44,250.00 (74%) to the original RFP amount of \$59,857.00

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
MERJE	All	\$44,250.00
TOTAL:		\$44,250.00

Fiscal Impact

Total Project/Account: \$100,000
Expended/Encumbered to Date: 0
Balance: \$100,000
This Item: 44,250
Proposed Balance: \$55,750
Account #: 643-1509-1004204-7101
Fund/Agency/Project – Description and Comments:
2004 Bond Program / Planning / Downtown Gateways

Attachments

Bid Recap
Executive Summary

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2016

Document Location: Page ED05

Budget Director

Approval:

Ron Young

Approval Date:

09/13/2016

Purchasing Director

Approval:

Gary L. Holcomb

Approval Date:

09/20/2016



GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 4441-14
Wayfinding Phase II: Downtown Gateways

Recommended Vendor:
MERJE

Total Recommended Award:
\$44,250.00

Basis for Award:
Change Order

Purpose:
The purpose of this Change Order is to allow for additional design and consulting services for Phase II of the Wayfinding Program. The interpretive signs will aid citizens and visitors in wayfinding and orientation within Downtown Garland.

Evaluation:
MERJE was awarded the original contract based on their response to Request for Proposal 4441-14. This Change Order for additional services represents an increase of \$44,250.00 (74%) to the original RFP amount of \$59,857.00

Recommendation:
Staff recommends the approval of Change Order #1 to RFP 4441-14.

Funding Information:
643-1509-1004204

Department Director:
Will Guering, AICP, Director of Planning, 972-205-2449



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. h.

Meeting Date: September 20, 2016

Item Title: CIS System Consulting Engagement

Submitted By: Kevin Slay, Managing Director

PURCHASE JUSTIFICATION:

The City of Garland has selected Westin Engineering, Inc. (Westin), to provide consulting services for the assessment and evaluation of utility customer care and billing systems. Westin was among three consulting companies considered and had recently performed consulting services for the City of Georgetown. The City of Garland Purchasing Department cooperated with staff from the City of Georgetown to create an inter-local agreement which was approved by Council at the September 6, 2016, Regular Meeting of the Garland City Council. The inter-local agreement will enable the City of Garland to benefit from the bid awarded to Westin by the City of Georgetown. The Interlocal Cooperation Act, Texas Government Code, Chapter 791, provides that local governments may contract with each other for the performance of governmental functions or services, including procurement of consultant services, for the mutual benefit and in the mutual interest of the parties.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Westin Engineering, Inc.		\$229,720.00
	TOTAL:	\$229,720.00

Fiscal Impact

Total Project/Account:	\$625,500
Expended/Encumbered to Date:	235,320
Balance:	\$390,180
This Item:	229,720
Proposed Balance:	\$160,460
Account #:	415-4599-2333516-9029
Fund/Agency/Project – Description and Comments:	
IT Project Fund / Banner 5.0 Upgrade	

Attachments

Bid Recap
Executive Summary
Scope of Work
Professional Services Agreement

Fiscal Reference:

Budget Type: Operating Budget
Fiscal Year: 2015-16
Document Location: Page 134

Budget Director Approval:	Approval Date:
Ron Young	09/13/2016
Purchasing Director Approval:	Approval Date:
Gary L. Holcomb	09/12/2016



**GARLAND
PURCHASING EXECUTIVE SUMMARY**

Bid 6837-16
CIS System Consulting Engagement

Recommended Vendor:
Westin Engineering, Inc.

Total Recommended Award:
\$229,720.00

Basis for Award:

The City of Garland has selected Westin Engineering, Inc. (Westin) to provide consulting services for the assessment and evaluation of utility customer care and billing systems. Westin was among three consulting companies considered and had recently performed consulting services for the City of Georgetown. The City of Garland Purchasing Department cooperated with staff from the City of Georgetown to create an inter-local agreement which was approved by Council at the September 6, 2016 Regular Meeting of the Garland City Council. The inter-local agreement will enable the City of Garland to benefit from the bid awarded to Westin by the City of Georgetown. The Interlocal Cooperation Act, Texas Government Code Chapter 791, provides that local governments may contract with each other for the performance of governmental functions or services, including procurement of consultant services, for the mutual benefit and in the mutual interest of the parties.

Purpose:

Westin Engineering, Inc. will provide consulting services to assist the City with the definition of desired business process, system requirements, Request for Proposal (RFP) creation, evaluation of RFP responses, and subsequent contract negotiations, if any, to determine if a Customer Information System (CIS, aka "utility billing system") more suitable to the City's current and future needs and compatible with the City's existing systems is available in the marketplace. For reference, the City's current system was installed in 2007.

Evaluation:

Three consulting firms with appropriate expertise in the assessment and selection of CIS systems made presentations and responded to questions from a panel consisting of City of Garland Customer Service and Information Technology staff and management. The panel, by consensus, agreed that Westin's process was professional, comprehensive, and provided the best opportunity to meet the City's objectives.

Recommendation:

Staff recommends that the City of Garland engage with Westin Engineering, Inc. by approving the purchase of consulting services as defined in the Scope of Work (attached) that outlines the business objectives of the engagement.

Funding Information:

In 2014, the City of Garland was informed by the vendor of the incumbent system that the version of the software installed at the City would be considered "end of life" by the vendor at the end of 2015. An IT budget request was submitted through the City's IT Project Governance Process and approved by the Information Technology Board (ITB). The proposed project consisted of a 9 to 12-month effort to upgrade the incumbent system to the latest version and to fund the project 50% in FY16 and 50% in FY17 with a total cost of \$1.25M. \$625,500 was approved in the FY16 IT Project Budget.

In the interim, the incumbent system was acquired by a new vendor. The new vendor has subsequently delayed the release of the new version and removed features, such as web and mobile payment enhancements, workforce management capabilities and call center efficiency improvements that were highly

desired by management and staff in Customer Service and Environmental Waste Services. Further meetings with the vendor's management have revealed that other desired enhancements are no longer within the vendor's five-year product roadmap.

With these developments in mind, City IT and Customer Service proposed that the ITB consider a change to the FY16 project request and evaluate other options for a CIS system in lieu of the delayed upgrade. The proposal included the use a portion of the FY16 Project funds to fund a consulting engagement to conduct the assessment and evaluation process as described above. The ITB approved the proposed project pursuant to Council's approval of the Westin Engineering, Inc. bid award. Account # 415459923335169029.

Department Director:

Kevin Slay, Managing Director, Customer Service, 972-205-2646

Steven Niekamp, Chief Information Officer, Information Technology, 972-781-7205

CITY OF GARLAND

PROPOSAL FOR CIS SELECTION PROCESS

DATE
06-17-2016

PREPARED FOR



GARLAND

PREPARED BY

Westin 
PASSION FOR IMPROVING PERFORMANCE



GARLAND

CITY OF GARLAND

PROPOSAL FOR CIS SELECTION PROCESS

DATE

06-17-2016

June 17, 2016

Linda Wegenast
City of Garland
IT Project Manager
217 N. Fifth Street
Garland, Texas 75040

Subject: City of Garland proposal for consulting services, to provide assistance in requirements development, assessment, evaluation, acquisition and implementation planning of a new Customer Information System (CIS)

Dear Ms. Wegenast:

Westin Engineering, Inc. ("Westin") is pleased to submit this proposal for professional services to assist the City with requirements development, assessment, evaluation, acquisition and implementation planning of a new Customer information System (CIS). Westin has provided CIS Selection advisory and professional consulting services for several cities. Specifically, Westin has been working for several years with the City of Georgetown, TX, in the selection and implementation of a new CIS system, as well as other critical software systems to Georgetown. As Georgetown and Garland utilities are very similar, Westin is uniquely qualified to collaborate with you on this important initiative. Westin is also able to offer the same discounted rates used at Georgetown CIS selection project for the scope defined in this proposal.

Our desired outcome is the successful implementation of a contemporary customer information system which meets customers' functionality expectations and enables the City to operate at maximum efficiency. Our firm was founded over 30 years ago specifically to serve the technology needs of public sector utilities like yours – this is our company's primary focus and expertise.

Seasoned Program Manager: Stacey Aukamp will serve as Westin's Program Manager. Stacey is in charge of CIS Selection and Implementation, and has successfully assessed, selected, and implemented CIS for Georgetown Utility Systems, Tampa, Passaic Valley Water Commission, Murfreesboro, and many more.

Proven Approach: The Westin team will employ our proven methodology – which we have refined over the past 30 years – to design a practical solution that will meet Garland's unique needs and assure a successful customer management technology implementation. The result will be a practical Acquisition Strategy that will provide a solid foundation for selecting the most advantageous technology products and services, and improved business processes that fully exploit the enhanced customer care and billing functionality of new systems.

Experienced Project Team: We have formulated our project team to effectively address your specific RFP needs to assess, develop requirements, select and eventually implement a new CIS system that will provide a roadmap to customer management business and technology successes.

It is a privilege for Westin to continue to offer its technical expertise and familiarity to address your Customer management needs. Our team looks forward to working with you to establish a vision for the customer care and billing, capture requirements and develop a practical implementation scope and strategy that leads to a seamless realization of your organization's business goals and objectives.

If you have any questions, please contact Ms. Aukamp at **803.413.1455** or by email at stacy.aukamp@we-inc.com.

Sincerely,



Douglas A. Spiers, P.E., Esq.
President
Westin Engineering, Inc.





A. SCOPE OF WORK

Our proposed Scope of Work is designed to assist the City further in developing a common Customer Care and Billing vision and to position the City to select the most advantageous CIS solution. The expected joint project outcome is the successful implementation of a contemporary customer information system that meets the City's customers' functionality expectations and enables the City to optimize its service levels and operational efficiency.

Phase I

Task 100 - Project Vision and Objectives

Westin will conduct facilitated vision and project strategy workshops and one-on-one meetings with the City's key management staff to document the overall vision and objectives for the new CIS. The CIS assessment and requirements development approach will be discussed and agreed upon during this workshop. The outcome of the Vision and Objectives Workshops will be documented and presented to the executive management for concurrence and approvals. The workshop topics include the following:

- Defining Customer Care and Billing vision and objectives
- Clarifying the project scope, timeline, deliverables, and approach

The workshops will support a unified vision for the new CIS system among the City of Garland's management team and key participants. The workshops will also be critical in guiding the project throughout the selection and implementation process, ensuring the City keeps a focus on what the original goals of the project were as it defines success.

Deliverables | Task 100 Key Deliverables:

Project Vision and Objective Workshop

Documented customer service vision and objectives for executive management review

Task 200 - Business Process Review and Procurement Strategy

Selected City staff will participate in a series of Business Process Review Workshops. Westin will facilitate up to eight (8) interactive workshops to review and discuss the City's "As-Is" customer management business processes, "To-Be" business processes, and industry best practices. The intent of these workshops is to drive the new CIS solution requirements. The outcome of the workshops is to further understand the As-Is and To-Be states within the following business process categories:

- Customer Care
- Meter to Cash
- Field Services
- Marketing and Sales
- Service Activation

During the workshops, Westin will also discuss desired business/system requirements to identify opportunities for improvement, highlight opportunities to implement "best practices," and establish priorities. Westin will encourage broad involvement in these workshops by customer service representatives and other future users of the new CIS to begin building ownership in the new system(s). As appropriate, Westin will inform workshop participants of opportunities to incorporate business best practices and new technologies into the City's business practices and/or the requirements for the CIS procurement. Westin will also ensure that foreseeable implementation risks are considered when compiling the City's CIS requirements and that opportunities to avoid or mitigate these risks are properly evaluated.

Westin will use the information collected in the workshops to do an analysis of the available CIS products in the market as they relate to the City's needs. Also, an estimated project budget will be developed for the full CIS implementation project. This will establish the order of magnitude budget for use by the City in establishing a project implementation budget. The project budget estimates will be based on published and quoted software pricing from representative software vendors.

The final deliverable in this phase, the Procurement Strategy Report, will contain system and process recommendations, a market analysis, and the estimated project budget. There will be a final overview and presentation of this deliverable at the end of Phase I.

Deliverables | Task 200 Key Deliverables:

Business Process Workshops

Procurement Strategy Report and Presentation

Phase II

Task 300 – System Requirements

Westin will use as input the information gathered from the Business Process workshops to develop an initial set of software requirements in a Requirements Spreadsheet. We will then provide the spreadsheet and conduct up to five (5) Requirement Review workshops to ensure that all material requirements are addressed. Many of the requirements are standard, but many will be very custom depending on services offered, billing areas/jurisdictions, service order requirements, etc.

At the conclusion of these business/system requirements workshops, project team members will prioritize the business requirements. These requirements artifacts will be prepared in a format to facilitate incorporation directly into the City's future procurement documents. The highest priority of requirements – “mandatory” or “critical” – will be suitable for qualifying potential vendors and their products. This will be a critical contract document to ensure the City receives what they want in a new CIS system; testing scenarios in CIS implementation should be tied back directly to this set of requirements as a key success factor.

Deliverables | Task 300 Key Deliverables:

Initial Requirements Spreadsheet

Facilitate Requirements Workshops

Final Requirements Spreadsheet with prioritized and validated requirement

Task 400 – Request for Proposal (RFP) Development

Westin will incorporate the requirements documents from the prior tasks into a Request for Proposal (RFP) that complies with the City of Garland's procurement policies. For those elements that allow scoring or permit a range of values to be assigned, appropriate tables will be appended to the requirements specifications. Also, Westin-supplied templates and the City's standard procurement templates will be utilized to finalize the following elements of the RFP:

- City of Garland's Terms and Conditions
- Vendor Response Forms
 - Functionality/Requirements questionnaires
 - Detailed cost forms
- Vendor Instructions

Westin will also support the City in finalizing the evaluation criteria and their weighting, and will recommend the selection process schedules for inclusion in the RFP. The RFP document will provide requirements, specifications, and design information to solicit proposals that address the following subjects:

- **Server environment** | Necessary hardware, software, and services
- **Software and services** | Necessary system and database software and services
- **Network environment** | Necessary connectivity hardware, software, and services
- **Desktop environment** | Necessary desktop hardware, software, and services
- **Sub-system environment** | Necessary hardware, software, and services for implementing subsystems such as web-enabling, cashiering, meter reading, billing, data mart, e-commerce, and imaging
- **Implementation services** | All services including project management, technical services, functional analysis, integration, modifications to CIS application, data conversion, bill printing, reporting, form letter generation, business process improvement, testing and utility acceptance, training, production cutover, and post implementation support.
- **Product modifications** | Proposed custom modifications to meet the City's requirements
- **Integration** | Proposed integrations with other City's applications
- Forms for detailed pricing (initial and life cycle) for the products and services required by the City
- Forms to respond to the City of Garland's functional and non-functional requirements

Westin will support final reviews by the project team and the purchasing department before delivering the RFP to the City for release.

The Westin team will provide support in responding to prospective vendors' questions submitted during the question periods. Westin will also participate in one CIS pre-proposal conference and will assist in documenting the results of this conference. During this period, we expect to draft text to answer questions or contribute to RFP Addendums relating to these procurements, but we anticipate that the City of Garland will want all written communications resulting from the procurement process to be formally issued by the City.

Deliverables | Task 400 Key Deliverables:

Finalized Request for Proposal Document

Documented responses to vendor questions

Task 500 – Proposal Evaluation

Westin will perform a technical evaluation of the proposals, and will support the selection teams' scoring of proposals in compliance with State of Texas procurement laws. The technical evaluation of the proposals will include the following:

- Compilation of quantitative results from proposal questionnaires
- Compilation and comparison of proposal cost data
- Assessment of technical aspects of the proposals
- Identification of exceptions, "red flags," and needed clarifications
- Responses to selection team questions

At the proposal review workshops, Westin will present its findings and quantitative data, and facilitate discussions to support the selection teams' scoring of the proposals to select a "short list" of vendors for further review and demonstrations. This workshop will also include discussion of the demonstration scenarios and presentation agendas that vendors will be required to follow during their presentations and demonstrations.

Subtask 510 – References

Westin will make telephone reference checks of customers listed in the “short-listed” vendors’ proposals, as well as additional customers (not listed in the vendors’ proposals) if considered desirable. The information to be requested will be based on proven templates developed by Westin, supplemented by additional questions resulting from the proposals and/or industry knowledge. Westin will provide the selection team members with copies of the questions and summaries of the answers from each reference call.

Subtask 520 – Demonstrations

A key component of the selection process will be the demonstration of software capabilities by the short listed vendors. Westin will prepare demonstration scripts for each of the major business functions. These scripts will be applied equally to each vendor during the demonstrations, thus affording the selection team an opportunity to evaluate vendors against a common standard.

CIS Vendors who are selected for the “short list” will be asked to make product presentations, answer additional questions, and perform scripted demonstrations following the demonstration scenarios. Westin recommends that short listed vendors be limited to three (3) and that demonstrations be scheduled at two (2) days per vendor. The Westin team will prepare presentation/demonstration evaluation forms for scoring this portion of each vendor’s proposal. These will be coordinated with the CIS demonstration and presentation scripts described above.

Subtask 530 – Site Visits

Following the Demonstrations, the selection team should perform site visits to existing installations of the finalist vendors. Westin’s consultants will attend up to three (3) site visits, and will provide assistance in planning and execution of the visits to ensure that they are as beneficial as possible. Examples of Westin’s prospective assistance includes developing questions to ask about each finalist vendor, participating in the site visits, and recommending specific software functions, business processes, and/or integrations to view during the visits.

Subtask 540 – Final Scoring Workshop

The team will facilitate up a final selection workshop during the CIS procurement, during which the results of all evaluation activities will be summarized and provided to the selection team. During this workshop, Westin will also facilitate a process of equalizing vendor proposals to account for differences in proposal content and inconsistencies. Westin will provide the selection teams with answers to technical questions, in support of its scoring of the proposals to select the vendors with whom to conduct further negotiations.

Deliverables | Task 500 Key Deliverables:

Proposal Review and Shortlist Selection Workshop (including scoring)

Vendor Reference Questions and Scoring

Demonstration Scripts

Facilitate Demonstrations

Demonstrations Scoring

Site Visit Agenda and Prepared Questions

Site Visit Scoring

Final Scoring Workshop

Task 600 – Contract Negotiations

The Westin team will provide support for the CIS procurement, for the City's negotiation of the scopes of work, and for fees by performing the following services:

- Facilitating the determination of the final scopes, configurations, and options that will be most advantageous to the City
- Reviewing draft documents for compliance with representations made in the vendors' proposals, presentations, demonstrations, and other contacts with the City
- Answering questions and making recommendations on technical issues and questions
- Facilitating the negotiation of implementation project schedules and responsibilities for the selected vendor and the City.

Westin will not provide legal advice during the vendor contract negotiation, but will provide technical advice to ensure the scope of work proposed by the vendor meets the City's requirements and expectations captured during Phase 1 of the project.

Deliverables | Task 600 Key Deliverables:

Contract Review and Documented Recommendations



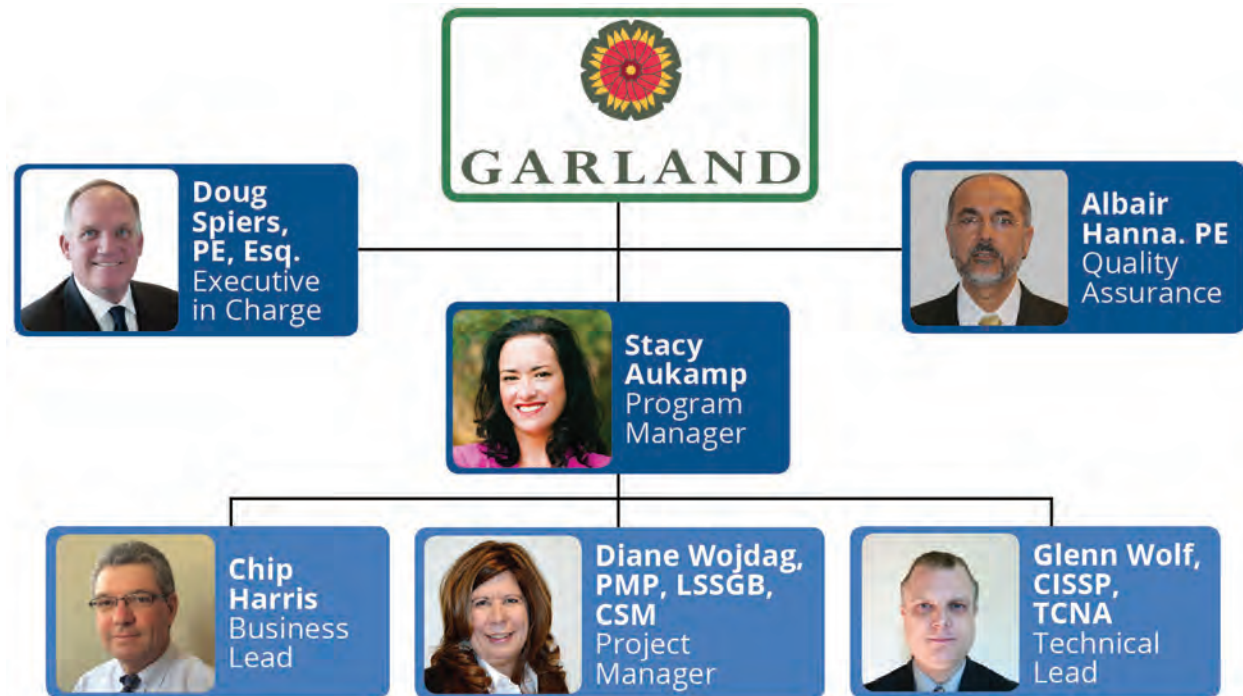
B. TIMELINE

Our approximate timeline for Phase I and Phase II is as follows:

#	Task Description	Weeks																																													
PHASE I		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44		
100	Project Vision and Objectives																																														
200	Business Process Review and Procurement Strategy																																														
PHASE II		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44		
300	System Requirements																																														
400	Request for Proposal (RFP) Development																																														
	RFP RELEASE																																														
	RECEIVE VENDOR RESPONSES																																														
500	Proposal Evaluation																																														
	SHORT LIST SELECTION																																														
510	References																																														
520	Demonstrations																																														
530	Site Visits																																														
540	Final Selection Workshop																																														
600	Contract Negotiations																																														



C. ORGANIZATIONAL CHART





D. FINANCIAL PROPOSAL PRICING

Westin is offering the same rates used at Georgetown CIS selection project. These rates are valid for the scope defined in this proposal.

The following table contains a summary of Westin's proposed price for the scope of work described above. This estimate is based on Time and Materials with a Not to Exceed total of \$229,720.

			Executive Sponsor		Principal Consultant		Senior Consultant				
#	Task Description		Hours	Amount	Hours	Amount	Hours	Amount	Total Hours	Labor Amount	Total
Rate / Hour				\$250		\$240		\$210			
Phase I											
100	Project Vision and Objectives		24	\$6,000	24	\$5,760	24	\$5,040	72	\$16,800	\$22,800
200	Business Process and Procurement Strategy		0	\$0	24	\$5,760	120	\$25,200	144	\$30,960	\$40,960
Phase II											
300	System Requirements		0	\$0	40	\$9,600	100	\$21,000	140	\$30,600	\$36,600
400	RFP Development		0	\$0	8	\$1,920	56	\$11,760	64	\$13,680	\$17,680
500	RFP Evaluation		14	\$3,500	28	\$6,720	256	\$53,760	298	\$63,980	\$85,980
600	Contract Negotiations		6	\$1,500	8	\$1,920	68	\$14,280	82	\$17,700	\$25,700
Expenses											
	Expenses										\$56,000
Total			44	\$11,000	132	\$31,680	624	\$131,040	800	\$173,720	\$229,720

Following are Westin's consulting rates for 2016, which would be used for work outside this proposal.

Westin Engineering, Inc. CONSULTING LABOR RATE SHEET VALID THROUGH DECEMBER 31, 2016		
Code	Category	Hourly Rates (US\$)
10	Executive Sponsor / Managing Principal	\$275
15	Senior Principal Consultant	\$255
20	Principal Consultant	\$240
25	Senior Consultant II	\$225
30	Senior Consultant I	\$210
40	Staff Consultant	\$180
50	Associate Consultant	\$145
60	Analyst II	\$120
70	Analyst I	\$100
90	Project Assistant	\$85
99	Clerical	\$60

The above labor rates do not include sales or service taxes, if any.

Non labor Costs: Subcontract and other direct expenses will be billed at cost. These costs may include but are not limited to travel*, mail/shipping, outside printing and binding, subcontractor charges, project equipment/software. (*Mileage will be expensed per current IRS guidelines at the time of travel).

Signature Page

Proposal Title | Customer Information System (CIS) Selection

Proposal Entity | City of Garland, Texas

By signing below, I approve the above proposal.

Westin Contact

Douglas A. Spiers, P.E., Esq.

President

Westin Engineering, Inc.

Signature

Douglas A. Spiers

Date

08/17/2016

City of Garland Contact

Signature

Date

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of October 1, 2016 by and between City of Garland, Texas (hereinafter the "City" or "Client"), and Westin Engineering (hereinafter "Provider").

1. SERVICES

1.1. Provider shall provide professional services (the "Services") as may be further specified in a Statement of Work executed by the parties. In the event of a conflict between this Agreement and the Statement of Work, the terms of this Agreement shall prevail.

1.2. If the Services are performed at a Client's location, Client shall ensure that appropriate and reasonable computer hardware, software and communications resources, system and user documentation, office space, telephone service, copying, facsimile or postage and general office supplies and support to Provider personnel as necessary to perform the Services are provided.

1.3. ACCEPTANCE: The Services provided by Provider to Client shall be deemed accepted for all purposes (15) fifteen days after presentation of invoice for such Services, if Provider has received no written claim or objection regarding such Services within the 15-day period.

2. INVOICES

2.1. Provider shall invoice Client each month for Services rendered plus out-of-pocket expenses incurred during the preceding month. Client will pay such invoices within thirty (30) days after receipt. In the event of any dispute regarding a portion of an invoice, the undisputed portion shall be paid as provided herein.

Provider shall be reimbursed for reasonable out-of-pocket expenses of its consultants, and other expenses, incurred in performance of any Services requested by Client which require out of town travel. These expenses may include round trip air fares, ground transportation, and actual living expenses. All hotel stays will be in a class of hotels similar to Marriott, Hilton or Sheraton. Provider consultants will take direct flight to and from designated cities for work and will return to Provider offices or their home base over the weekend.

2.2. City shall pay Provider for its services on a time and expenses basis. Payment for services under this Agreement shall be based upon the actual hours of service furnished, not to exceed the total amount set forth in the Statement of Work executed by the parties.

2.3. City agrees to pay the actual, necessary and reasonable expenses incurred by Provider in performing services under this Agreement for the City, or to reimburse Consultant for such expenses, as the case may be, for those expenses which the City has approved such as travel, lodging and meals.

2.4. Provider shall maintain records of all work done on behalf of the Client and of all expenses incurred for which Provider seeks payment or reimbursement. Unless otherwise approved in writing by the Client, payment of expenses incurred by Provider shall be based upon actual expenses, without mark-up. Client may review, during business hours and upon reasonable notice, all records supporting or constituting the basis of a request for payment or reimbursement. Provider shall retain such records at its expense for a period of not less than two years following completion of the work to be done under this Agreement

3. RIGHTS IN MATERIALS

Client shall own, upon payment of all fees incurred, any deliverables, including all reports, work product, software programs, source and object code, files, tapes, disks, and related user documentation, produced or developed for Client under this Agreement. Such deliverables shall be owned by Client for its own internal use. Provider does not convey nor does Client obtain any right in materials proprietary to Provider, which Provider may utilize or provide pursuant to the Services, or other materials not developed under this Agreement, except as otherwise agreed upon in writing by the parties. Provider shall be free to use its general knowledge, skills and experience and any ideas, concepts, know-how and techniques related to Provider's consulting and used in the course of providing the Services on other engagements. The parties will cooperate with each other to execute any documents necessary to achieve the objectives of this paragraph.

4. PERSONNEL

4.1. In recognition that Provider personnel (employees and subcontractors) performing under this Agreement may perform similar services for others, this Agreement shall not prevent Provider from providing services or developing materials that are competitive with those developed or provided hereunder regardless of any similarity to such services or materials, as long as no information obtained in connection with this Agreement is used in providing those services or developing those materials. Provider shall endeavor to honor a request for a specific consultant, subject to staffing or scheduling considerations; however, Provider shall determine the assignment of its personnel.

4.2. Client shall not during the term of this Agreement, and for a period of twelve (12) months following termination, solicit the employment of, employ or contract with Provider's personnel, either individually or through another party or employee, with whom Client has had contact under this Agreement. Client shall notify Provider prior to any discussion a Provider employee may have regarding employment.

5. WARRANTIES

5.1. Provider warrants to Client that during the term of this Agreement and for a period of fifteen (15) days from the date of final completion of the Services to be provided under this Agreement that the Services shall (a) be performed in a workmanlike manner in accordance with applicable commercial standards; (b) comply with any applicable law, rule or regulation, and Provider will have obtained all permits required to comply with such laws and regulations and (c) not violate or infringe upon any presently issued United States copyright, patent, trade secret or other property, contractual, employment or confidentiality right of a third party.

5.2. The foregoing warranties shall apply provided that (a) any software or other materials developed by Provider have not been modified, unless authorized by Provider in writing; (b) there has been no change in the computer equipment on which Provider installed any software, unless authorized by Provider in writing; (c) the computer equipment has sufficient capacity, is in good operating order and is installed in a suitable operating environment; (d) the nonconformity was not caused by Client or its agents or other third party; (e) Client promptly notifies Provider of the nonconformity after discovery.

5.3. Except as otherwise provided herein, Client accepts sole responsibility for the use of any software or other materials delivered hereunder to achieve Client's intended results and the results actually obtained from such software or materials.

THE FOREGOING WARRANTY IS Provider's ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE FOR THE BENEFIT OF CLIENT ONLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

6. CLIENT'S POLICIES/TRAINING

Provider shall, whenever on the Client's premises, obey all reasonable policies regarding conduct required by the Client.

7. TERMINATION

7.1. The Client may terminate this Agreement, without cause, upon notice to Provider. In the event the Client terminates this Agreement and Provider is not in breach or default of this Agreement, the Client agrees to pay Provider for services actually performed and for reasonable expenses actually incurred as of the day of termination, provided that such services and expenses conform to the terms of this Agreement.

7.2. Either party may terminate this Agreement for breach of a material term of this Agreement, including nonpayment of fees, upon giving the other party fifteen (15) days written notice identifying specifically the alleged breach, provided the breaching party does not cure such breach within the fifteen (15) days or such longer term as the parties mutually agree.

7.3. This Agreement may be terminated by Client upon thirty (30) days written notice, without further notice or further liability between the parties, in the event the Client does not have funds sufficient to continue this Agreement or such funds are not appropriated by the City Council of Client. In the event of termination under this section, Client shall pay Provider for all work performed through the date of termination and Provider obligations to provide services pursuant to this Agreement will cease as of the last day for which funds have been appropriated therefore.

7.4. Upon termination of this Agreement by either party, each party shall promptly return to the other all data, materials, and other properties of the other held by it; provided, however, if Client has not satisfied all outstanding invoices for Services performed by Provider prior to the date of termination, Provider shall be entitled to pursue its remedies at law or in equity.

8. LIMITATION OF LIABILITY

Provider's liability (whether in contract, tort, negligence, strict liability or by statute or otherwise) to Client or to any third party concerning performance or non-performance or otherwise related to this Agreement shall in the aggregate be limited to the direct and actual damages, not to exceed the fees received by Provider hereunder for the portion of the services giving rise to such claim.

9. CONFIDENTIAL INFORMATION

9.1. Each party agrees that any information concerning the other's business activities, products, research and technical knowledge disclosed by the party that is identified in writing as "Confidential Information" shall not be duplicated or disclosed to any other party, unless such duplication or disclosure is authorized by the other party. Each party shall protect the

confidentiality of the Confidential Information in the same manner as it protects its own confidential information of like kind and shall restrict access to those of the recipient's personnel on a need to know basis.

9.2. Nothing in this Agreement shall restrict either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (a) that is or becomes publicly available through no breach of this Agreement, (b) independently developed by it, (c) previously known to it without obligation of confidence or (d) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information.

10. TAXES

The City is tax exempt and can provide a certificate to that effect.

11. ASSIGNMENT

Neither party shall assign this Agreement without the other party's prior written consent.

12. ENTIRE AGREEMENT

This Agreement, including the Statement of Work, constitutes the entire understanding between Provider and Client regarding the subject matter hereof. Client is entering this Agreement solely based upon the agreements and representations contained herein for its own purposes and not for the benefit of any third party.

13. SEVERABILITY

The headings of the various paragraphs of this Agreement are intended for convenience of reference only and are not to be construed to modify or otherwise affect the interpretation of any provision of this Agreement. If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such term or provision shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the parties.

14. FORCE MAJEURE

Neither Party shall be responsible or liable for or deemed in breach of this Agreement because of any delay or failure in the performance of its obligations under this Agreement (other than the obligation to pay money) due solely to circumstances beyond the reasonable control of the Party experiencing such delay or failure, including, but not limited to, acts of God; unusually severe weather conditions; war, riots, requirements, actions or failures to act on the part of governmental authorities preventing performance; accident; fire; or transportation or transmission delays, curtailments or accidents (such causes hereinafter called "Force Majeure"); provided that: (a) the nonperforming Party gives the other Party reasonably prompt written notice describing the particulars of the Force Majeure; (b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; (c) the nonperforming Party uses its best efforts to remedy its inability to perform; (d) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect; and (e) the Force Majeure was not caused by or connected with any negligent or intentional acts, errors, or omissions of the nonperforming Party, or the nonperforming Party's failure to comply with any law, rule, regulation, order or ordinance, or any breach or default of this Agreement by the nonperforming Party.

15. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Texas without application of conflict of laws principles. The provisions and obligations of this Agreement are performable in Dallas County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

16. NOTICES

Any notice or other communication hereunder shall be in writing and shall be effective upon personal delivery, or five (5) days following deposit into the United States mail (certified mail, return receipt requested), addressed to such party at the address set forth at the first page of this Agreement.

17. MISCELLANEOUS

17.1. Independent Contractor. Provider acknowledges that it is an independent contractor of the Client and that Provider is not an employee, agent, official or representative of the Client. Provider shall not represent, either expressly or through implication, that Provider is an employee, agent, official or representative of Client. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of Provider. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

17.2. Insurance. Provider shall maintain insurance as follows:

17.2.1. Provider shall maintain in effect, at its own expense, comprehensive general liability insurance (bodily injury and property damage) of one million dollars (\$1,000,000.00) aggregate coverage. Provider shall obtain and thereafter maintain in effect, if available, such additional insurance as may be requested in writing by the City, the cost of which shall be reimbursed by the City.

17.2.2. Provider shall provide workers compensation insurance for its employees and employer's liability insurance of one million dollars (\$1,000,000.00). Provider agrees to hold harmless and indemnify the City, its officers, agents, employees and volunteers, for any claims arising out of any injury, disability, or death of any of Provider's employees.

17.2.3. Nothing in this Agreement shall be construed to create a duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement.

17.2.4. Provider shall, upon request, furnish the City certificates of insurance which shall include a provision that such insurance shall not be cancelled without at least thirty (30) days written notice to the City.

17.3. Modifications. The Client may, at any time, by written request, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work. If any such request causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made to in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Provider is not obligated to comply with any written change request hereunder unless and until the parties reach an agreement as to the equitable adjustment and the same is reflected as an addendum to this Agreement.

17.4. Indemnification.

17.4.1. Provider agrees to indemnify and hold harmless the City of Garland, Texas and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal) arising from or attributable to the performance of Provider under this Agreement.

17.4.2. PAYMENT OF SUPPLIERS AND SUBCONTRACTORS / INDEMNIFICATION. Provider agrees that it shall be responsible for the payment of, and will pay, all subcontractors and suppliers it uses in connection with this Agreement. Provider further agrees that, in addition to the indemnification provided under Section 17.5.1 of this Agreement, that it shall indemnify and hold harmless the City of Garland, Texas and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, arising from the failure of Provider to pay its subcontractors or suppliers for services or equipment supplied in connection with this Agreement.

17.5. Survival. The terms of 2, 3, 4, 8, 9, and 17.5 shall survive termination of this Agreement for any reason.

17.6. 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. No failure by one party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy, shall constitute a waiver of any such breach, subsequent breach, or any other covenant, agreement, term or condition.

17.7. 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.

17.8. 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.

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

17.10. Exhibits. All exhibits or attachments 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.

17.11. Non-Collusion. Provider represents and warrants that it 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 Client under this Agreement. Provider further agrees that it shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the Client under this Agreement) for any of the services performed by Provider under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Provider, Provider shall immediately report that fact to Client and, at the sole option of the Client, the Client 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 Provider under this Agreement.

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

17.13. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Provider represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

PROVIDER:
Address:

CLIENT: City of Garland
Address:
1490 State Highway 66
Garland, TX 75040



AUTHORIZED SIGNATURE

Douglas Spiers, PE, Esq.
NAME

President
TITLE

09/08/2016
DATE

AUTHORIZED SIGNATURE

Bryan L. Bradford
NAME

City Manager
TITLE

DATE



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. i.

Meeting Date: September 20, 2016

Item Title: GP&L Swindell Substation Control House and Landings

Submitted By: Ross Owen, Director of Transmission & Distr

PURCHASE JUSTIFICATION:

The purpose of this contract is to purchase a Control House and Landings for the Swindell Substation. The Control House contains sensitive equipment including switchboard panels, batteries, battery chargers, supervisory control, power line carrier, meters, and relays. The Control House provides weather protection and security for the equipment. Due to the complexity of the project, an optional contingency is included for any necessary revisions.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Electrical Power Products, Inc.	All	\$335,362.00
Optional Contingency		67,072.40
TOTAL:		\$402,434.40

Fiscal Impact

Total Project/Account: \$7,219,300
Expended/Encumbered to Date: 3,761,177
Balance: \$3,458,123
This Item: 402,435
Proposed Balance: \$3,055,688
Account #: 210-3799-3177101-7111
Fund/Agency/Project – Description and Comments:
Electric CIP Fund / Substations Upgrades

Attachments

Bid Recap
Executive Summary

Fiscal Reference:

Budget Type: CIP
Fiscal Year: 2016
Document Location: P. E10

Budget Director	Approval Date:
Approval:	09/13/2016
Ron Young	

Purchasing Director	Approval Date:
Approval:	09/06/2016
Gary L. Holcomb	

[illegible]



GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 6879-16
GP&L Swindell Substation Control House and Landings

Recommended Vendor:

Electrical Power Products, Inc.

Total Recommended Award:

\$402,434.40

Basis for Award:

Best Value

Purpose:

The purpose of this contract is to purchase a Control House and Landings for the Swindell Substation. The Control House contains sensitive equipment including switchboard panels, batteries, battery chargers, supervisory control, power line carrier, meters, and relays. The Control House provides weather protection and security for the equipment.

Evaluation:

A requests for bids was issued in accordance with Purchasing procedures. Five (5) bids were received and evaluated based on the published criteria of price, delivery schedule, reputation of goods and services, and previous experience with the City. The apparent low bidder, Brown Corporation, did not include the necessary landings, batteries, and battery chargers. They also quoted lighter gauge steel for the exterior wall panels. Electrical Power Products received the highest evaluated score, offering the best value to the City.

Recommendation:

Staff recommends awarding the bid to Electrical Power Products, Inc.

Funding Information:

210-3799-31771-01-7111 (EC-S0771-001-1-7111)

Department Director:

Ross Owen, Transmission & Distribution Director, 972-205-3532



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

Agenda Item 3.

Meeting Date: September 20, 2016

Item Title: Tax Roll Amendment

Submitted By: Corey Worsham, Tax Administrator

Summary of Request/Problem

Annually, the City Council is asked to consider amending the tax roll to reflect uncollected ad valorem taxes as recommended by generally accepted accounting principles. Although the tax roll is reduced by this action, collection efforts will continue unless the cost of these efforts exceed potential revenues. Staff requests Council consideration to proceed with the annual tax roll amendment process.

This item was previously considered by Council during the September 6, 2016 work session.

Recommendation/Action Requested and Justification

Approve an ordinance to amend the ad valorem tax roll for amounts that have remained uncollected for a period of at least four years (two years for bankruptcy settlements).

Attachments

Uncollected Ad Valorem Taxes Exhibit "A," "B," and Recap
Ordinance to Amend Tax Roll



GARLAND

RECAP SHEET FOR TAX ADJUSTMENTS

EXHIBIT A REAL PROPERTY

<u>YEAR</u>		<u>AMOUNT</u>
1995	\$	26,350.31

TOTAL \$ 26,350.31

EXHIBIT B PERSONAL PROPERTY

<u>YEAR</u>	<u>TYPE</u>		<u>AMOUNT</u>
2011	TAX	\$	71,693.17
2011	MISC	\$	5,920.91

TOTAL \$ 77,614.08

GRAND TOTAL: \$ 103,964.39

ADJUSTMENTS TO TAX ROLL
REAL PROPERTY
EXHIBIT A

YEAR	ACCOUNT #	CAD ACCOUNT #	OWNER NAME	LOCATION ADDRESS	AMOUNT	REASON
1995	215589	65115759710010100	Byrne Development Co	820 IH 30	\$ 339.10	Statute of Limitation Expired
1995	215148	65095209010010000	Cambridge Consolidated	2901 Centerville Rd	\$ 6,333.72	Statute of Limitation Expired
1995	186495	26596000010010000	Cascade Ppties Inc	202 IH 30	\$ 150.42	Statute of Limitation Expired
1995	212370	65006247510290000	Dal Gar Properties Inc	2500 S Garland Ave	\$ 1,069.20	Statute of Limitation Expired
1995	62196	26178420010012500	Empire S & L Assn of Mesq	3500 Easton Meadows Dr	\$ 111.20	Statute of Limitation Expired
1995	161757	26502500040110000	Ervin Alfred	241 E Marguerita Dr	\$ 125.77	Statute of Limitation Expired
1995	43152	26100500040050000	Garland City of	421 Ford St	\$ 51.32	Statute of Limitation Expired
1995	43170	26100500050030000	Garland City of	434 Ford St	\$ 51.32	Statute of Limitation Expired
1995	43290	26101500080100000	Garland City of	300 Hart St	\$ 51.32	Statute of Limitation Expired
1995	53109	26128500010020000	Garland City of	2000 N 1st St	\$ 842.75	Statute of Limitation Expired
1995	53115	26128500010030000	Garland City of	111 E Buckingham St	\$ 337.77	Statute of Limitation Expired
1995	53121	26128500010040000	Garland City of	121 E Buckingham St	\$ 335.74	Statute of Limitation Expired
1995	63789	26178650010010000	Garland City of	6125 Marvin Loving Dr	\$ 402.08	Statute of Limitation Expired
1995	63912	26178690010040000	Garland City of	1504 E IH 30	\$ 442.82	Statute of Limitation Expired
1995	63927	26178730010010000	Garland City of	4345 Bass Pro Dr	\$ 755.25	Statute of Limitation Expired
1995	79983	26240500050070000	Garland City of	228 Loma Dr	\$ 158.15	Statute of Limitation Expired
1995	121173	26361500030030000	Garland City of	1710 Burke Dr	\$ 31.68	Statute of Limitation Expired
1995	153183	26461500150240000	Garland City of	1510 High Meadow Dr	\$ 60.19	Statute of Limitation Expired
1995	161856	26502500060070000	Garland City of	225 Casalita Dr	\$ 28.51	Statute of Limitation Expired
1995	198246	26629500010010100	Garland City of	414 S Barnes Dr	\$ 205.35	Statute of Limitation Expired
1995	212994	65022762610200000	Garland City of	1101 Dairy Rd	\$ 156.31	Statute of Limitation Expired
1995	213687	65054254010180000	Garland City of	4100 Naaman School	\$ 93.14	Statute of Limitation Expired
1995	214449	6507613701002D400	Garland City of	5218 Duck Creek Dr	\$ 326.11	Statute of Limitation Expired
1995	214452	6507613701002D500	Garland City of	5218 Duck Creek Dr	\$ 326.11	Statute of Limitation Expired
1995	214455	6507613701002D600	Garland City of	5218 Duck Creek Dr	\$ 326.11	Statute of Limitation Expired
1995	214458	6507613701002D700	Garland City of	5218 Duck Creek Dr	\$ 326.11	Statute of Limitation Expired
1995	214608	65076138510060000	Garland City of	405 Little Ln	\$ 1,172.29	Statute of Limitation Expired
1995	214893	65079157410230000	Garland City of	5401 Marina	\$ 1,402.03	Statute of Limitation Expired
1995	215178	65095209110060000	Garland City of	2826 Centerville Rd	\$ 1,205.30	Statute of Limitation Expired
1995	215181	65095209110060100	Garland City of	522 Mills Rd	\$ 496.36	Statute of Limitation Expired
1995	215997	65148315070090200	Garland City of	414 Hopkins St	\$ 102.64	Statute of Limitation Expired
1995	216018	65148315070160000	Garland City of	238 E Ave B	\$ 50.69	Statute of Limitation Expired
1995	63957	261787400203A0000	Garland City of & et al	328 Oaks Trail	\$ 1,564.17	Statute of Limitation Expired

ADJUSTMENTS TO TAX ROLL
REAL PROPERTY
EXHIBIT A

YEAR	ACCOUNT #	CAD ACCOUNT #	OWNER NAME	LOCATION ADDRESS	AMOUNT	REASON
1995	43155	26100500040070000	Garland City of etal	417 Ford St	\$ 25.66	Statute of Limitation Expired
1995	216024	65148315070180000	Garland City of Etal	409 Hart St	\$ 27.88	Statute of Limitation Expired
1995	213174	65032447010120000	Garland I S D	916 N Country Club Rd	\$ 354.94	Statute of Limitation Expired
1995	216195	65158248010030100	Garland I S D	6500 Beltline Rd	\$ 2,172.80	Statute of Limitation Expired
1995	216198	65158248010030400	Garland I S D	2306 Guthrie Rd	\$ 68.37	Statute of Limitation Expired
1995	215046	65094100510320000	Gilbert Warren A Jr	2310 Apollo	\$ 2,069.97	Statute of Limitation Expired
1995	215550	65109912010280000	Hallauer W C & E Lassen	3400 W Walnut St	\$ 4.56	Statute of Limitation Expired
1995	211728	60179500000040000	Indigo Builders Inc	4231 Rosehill Rd	\$ 208.90	Statute of Limitation Expired
1995	63930	26178730010010100	Joslin Dennis et al	4345 Bass Pro Dr	\$ 617.89	Statute of Limitation Expired
1995	214230	65074215010250000	Kerri Inv Corp	502 E Kingsley Rd	\$ 57.02	Statute of Limitation Expired
1995	214026	65073508610160000	Kyle Henry H	1903 S Glenbrook	\$ 6.34	Statute of Limitation Expired
1995	214890	65079157410220000	Lee Napoleon	5407 Marina	\$ 310.46	Statute of Limitation Expired
1995	42708	26095500040260000	Lehew Don	1816 W Walnut	\$ 79.20	Statute of Limitation Expired
1995	154404	26468500050240000	Lewis Jacob & Selayne	517 Parker Cir	\$ 11.91	Statute of Limitation Expired
1995	18957	26019010000000000	LSB Corp	9999 Waterford Cir	\$ 0.63	Statute of Limitation Expired
1995	52272	26126600000000100	Mortgage Corp of Texas	1 Crystal Ln	\$ 0.63	Statute of Limitation Expired
1995	52275	26126600000000200	Mortgage Corp of Texas	2 Baccarat DR	\$ 0.63	Statute of Limitation Expired
1995	215310	65103658010050100	Mortgage Corp of Texas	6400 Lyons Rd	\$ 27.37	Statute of Limitation Expired
1995	36624	26085500070430000	Oliver Gustine Estate	348 Arborview Dr	\$ 241.21	Statute of Limitation Expired
1995	213537	65048070910070100	Roan David Tr	1854 Apollo	\$ 18.12	Statute of Limitation Expired
1995	166953	26520460010440000	Shiloh Springs Ptnshp	10.50 acres; Blk 1 Lot 44	\$ 133.06	Statute of Limitation Expired
1995	218571	65094502510110100	Shiloh Springs Ptnshp	2545 Collins Blvd	\$ 63.80	Statute of Limitation Expired
1995	154431	26468500060010000	Stephens Marilyn G	726 Parker Cir	\$ 15.84	Statute of Limitation Expired
1995	154464	26468500060120000	Stephens Marilyn G	610 Parker Cir	\$ 15.84	Statute of Limitation Expired
1995	63921	26178710030030100	Wildflower Dev Co	5700 Marvin Loving Dr	\$ 360.46	Statute of Limitation Expired
1995	51462	26124500110080000	Williams Sophie T	1520 Elizabeth Dr	\$ 25.79	Statute of Limitation Expired
					\$ 26,350.31	

\$ 26,350.31 TOTAL TAX AMOUNT (# OF RECORDS = 59)
--

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	263316	990909039200000000	205 Autoworks	\$ 25.58	\$ 2.56	Statute of Limitations Expired
2011	263187	990908109600000000	7M Distributors Inc	\$ 433.12	\$ 43.31	Statute of Limitations Expired
2011	263103	991001255900000000	A & E Auto Insurance	\$ 9.65	\$ 0.94	Statute of Limitations Expired
2011	243987	99200408300127450	A & I Borrego Auto Sales	\$ 12.26	\$ 1.23	Statute of Limitations Expired
2011	247722	990602012100000000	AAA Testing Center	\$ 104.42	\$ 10.44	Statute of Limitations Expired
2011	266559	991103311500000000	Aguilar Fancisco	\$ 3.52	\$ 0.35	Statute of Limitations Expired
2011	243834	99200408300123450	Akalewald Mesfin G	\$ 529.37	\$ 52.94	Statute of Limitations Expired
2011	262902	99L0908550000000000	Akzo Nobel Coatings	\$ 38.96	\$ -	Statute of Limitations Expired
2011	247776	990602025400000000	Alcacar Pedro	\$ 185.38	\$ 18.54	Statute of Limitations Expired
2011	250791	990610243700000000	Alfaro Milton/C & M Used Cars II	\$ 7.89	\$ 0.79	Statute of Limitations Expired
2011	266622	991104057000000000	Allamly Eduardo	\$ 35.23	\$ 3.52	Statute of Limitations Expired
2011	247875	990602091960000000	Allen Sharon	\$ 66.94	\$ 6.69	Statute of Limitations Expired
2011	266379	991101181600000000	Almas Faroqui	\$ 27.27	\$ 2.73	Statute of Limitations Expired
2011	263118	991003151000000000	Alpha EMS Ambulance Services	\$ 575.52	\$ 57.55	Statute of Limitations Expired
2011	265524	991008305000000000	Alvarez Fashion	\$ 28.32	\$ 2.83	Statute of Limitations Expired
2011	263829	991001045900000000	American PC Pros LLC	\$ 11.48	\$ 1.15	Statute of Limitations Expired
2011	10188	99942070000147350	Analytical Surveys	\$ 1,181.47	\$ 118.15	Statute of Limitations Expired
2011	3675	99200121400076100	Andrew Paving Construction Llp	\$ 3,587.61	\$ 358.76	Statute of Limitations Expired
2011	263172	990808212600000000	Appraisal Ace	\$ 37.70	\$ 3.77	Statute of Limitations Expired
2011	266718	991104185400000000	Aquatic Creations	\$ 28.96	\$ 2.90	Statute of Limitations Expired
2011	264711	99P1080370000000000	Asfshar Yasamin	\$ 273.77	\$ -	Statute of Limitations Expired
2011	266295	991101111600000000	Bah Career Trainin Inc & T	\$ 20.93	\$ 2.09	Statute of Limitations Expired
2011	263655	990910143500000000	Bajito Onda	\$ 23.82	\$ 2.38	Statute of Limitations Expired
2011	273	99P3830200000000000	Barnes Carl	\$ 25.56	\$ -	Statute of Limitations Expired
2011	3903	99200126700092050	Basin Gas Inc	\$ 24.10	\$ 2.41	Statute of Limitations Expired
2011	265545	991009011900000000	Beauty By Nature	\$ 18.88	\$ 1.89	Statute of Limitations Expired
2011	247758	990602024700000000	Bell Jerry	\$ 332.22	\$ 33.22	Statute of Limitations Expired
2011	247959	990602152700000000	Bernitez Eduardo	\$ 49.32	\$ 4.93	Statute of Limitations Expired
2011	264360	991004282300000000	Best Data Products Inc	\$ 7.05	\$ 0.71	Statute of Limitations Expired
2011	6567	99832510000026600	Bethany Mfg Co Inc	\$ 2,025.51	\$ 202.55	Statute of Limitations Expired
2011	264366	991004282900000000	Blue Raven Technology	\$ 7.05	\$ 0.71	Statute of Limitations Expired
2011	263352	990909093600000000	Borders Carla	\$ 45.24	\$ 4.52	Statute of Limitations Expired
2011	265602	991009071700000000	Botanica Marisol	\$ 6.69	\$ -	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	263334	99090909110000000	Bradley Ganelle & Jefferson St	\$ 65.60	\$ 6.56	Statute of Limitations Expired
2011	263412	99090914210000000	Bright Refrigeration	\$ 5.14	\$ 0.51	Statute of Limitations Expired
2011	4452	99200200300099300	Brito Maria	\$ 38.47	\$ 3.85	Statute of Limitations Expired
2011	257883	99081013920000000	Buena Vida Hcs Inc	\$ 29.45	\$ 2.95	Statute of Limitations Expired
2011	264012	99100127180000000	Buhl LLC	\$ 256.40	\$ 25.64	Statute of Limitations Expired
2011	263613	99091002600000000	Bullit Jerry	\$ 39.18	\$ 3.92	Statute of Limitations Expired
2011	266151	99101208880000000	Bunk Automotive and Exports	\$ 246.33	\$ 24.63	Statute of Limitations Expired
2011	3825	99200121400112900	Burridge George	\$ 14.80	\$ 1.48	Statute of Limitations Expired
2011	262728	99090908550000000	CK Furniture	\$ 128.94	\$ 12.89	Statute of Limitations Expired
2011	248418	99060518118000000	Cabrar Francisco	\$ 10.57	\$ 1.06	Statute of Limitations Expired
2011	262986	99091029350000000	Candie Jannie	\$ 7.54	\$ 0.75	Statute of Limitations Expired
2011	254571	99071002370000000	Cape Coast Collision	\$ 3.80	\$ 0.38	Statute of Limitations Expired
2011	251226	99070103410000000	Carriere Joe/Joe Bonsai Com	\$ 213.42	\$ 21.34	Statute of Limitations Expired
2011	265488	99100826130000000	Carrillo Miguel	\$ 28.04	\$ 2.80	Statute of Limitations Expired
2011	258801	99930540000100000	Cars For Cash Inc	\$ 16.77	\$ 1.68	Statute of Limitations Expired
2011	251454	99070305120000000	Casco Enterprises Inc	\$ 429.10	\$ 42.91	Statute of Limitations Expired
2011	266526	99110330145000000	Castillo Del Vinincio	\$ 35.23	\$ 3.52	Statute of Limitations Expired
2011	265842	99101014130000000	Cavazos Fred	\$ 10.71	\$ 1.07	Statute of Limitations Expired
2011	257694	99080924170000000	Cavette Marilyn & Trailer Lin	\$ 28.54	\$ 2.85	Statute of Limitations Expired
2011	247818	99060207370000000	Cazares Alex	\$ 107.45	\$ 40.75	Statute of Limitations Expired
2011	244044	99200408300128400	Centerstone Landscape	\$ 43.19	\$ 4.32	Statute of Limitations Expired
2011	266340	99110112260000000	Chaves Ricky	\$ 6.13	\$ 0.61	Statute of Limitations Expired
2011	7959	99882910000278350	City of Garland	\$ 1,754.03	\$ 175.40	Statute of Limitations Expired
2011	258312	99090113330000000	Collins Kevin/Design Mill DFW	\$ 3,910.18	\$ 391.02	Statute of Limitations Expired
2011	266679	99110413880000000	Combs Stacee	\$ 5.28	\$ 0.53	Statute of Limitations Expired
2011	262947	99L09915200000000	Combustion Media Inc	\$ 152.76	\$ 15.28	Statute of Limitations Expired
2011	263046	99091217183000000	Computer James/Computers	\$ 20.72	\$ 2.07	Statute of Limitations Expired
2011	262668	99090827310000000	Computers & More	\$ 16.49	\$ 1.65	Statute of Limitations Expired
2011	247383	99060123370000000	Conde Gonzalo	\$ 332.85	\$ 33.29	Statute of Limitations Expired
2011	263427	99090914550000000	Constance Lacy	\$ 9.79	\$ 0.98	Statute of Limitations Expired
2011	8373	99900500000012950	Coulter John	\$ 118.16	\$ 11.82	Statute of Limitations Expired
2011	263712	99091216510000000	Courtney Express Tax Ser	\$ 7.47	\$ 0.75	Statute of Limitations Expired
2011	263298	99090903770000000	Crews Mike	\$ 10.43	\$ 1.04	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	267024	99P11073200000000	Crowell Delena	\$ 3.11	\$ -	Statute of Limitations Expired
2011	265419	991007284300000000	Crowell Delena	\$ 126.05	\$ -	Statute of Limitations Expired
2011	266589	991103315100000000	Cruz Maria	\$ 35.23	\$ 3.52	Statute of Limitations Expired
2011	258942	99P10433200000000	Cubas Luis E and Mendiola Gust	\$ 26.82	\$ -	Statute of Limitations Expired
2011	263223	990908273000000000	Culpepper Curtis	\$ 72.50	\$ 7.25	Statute of Limitations Expired
2011	266862	99820130000201350	Curry Auto Leasing Inc	\$ 226.39	\$ -	Statute of Limitations Expired
2011	7494	99872150000121050	Curtis Sheet Metal Inc	\$ 615.26	\$ 61.53	Statute of Limitations Expired
2011	5172	99200225200098050	Dairyland Printing	\$ 8.03	\$ 0.80	Statute of Limitations Expired
2011	247554	990601261800000000	Dalton Eddie	\$ 37.98	\$ 3.80	Statute of Limitations Expired
2011	264381	991004284600000000	Data Drive Thru Inc	\$ 7.05	\$ 0.71	Statute of Limitations Expired
2011	264696	99P10718700000000	De La Garza David	\$ 73.28	\$ -	Statute of Limitations Expired
2011	265476	991008251400000000	Dean David	\$ 60.17	\$ 6.02	Statute of Limitations Expired
2011	1509	99000000214676200	Deborah West/Love Blooms	\$ 21.14	\$ 2.11	Statute of Limitations Expired
2011	266595	991103315400000000	Delucas Dominick	\$ 35.23	\$ 3.52	Statute of Limitations Expired
2011	263073	990912282600000000	Desantos Mark/ ID Shop	\$ 21.42	\$ 2.14	Statute of Limitations Expired
2011	265764	991009298600000000	Destiny Auto World Inc	\$ 41.22	\$ 4.12	Statute of Limitations Expired
2011	266418	991101194200000000	DHC Massage	\$ 36.01	\$ -	Statute of Limitations Expired
2011	257994	990810303700000000	Dibenedetto Salvatore	\$ 23.39	\$ 2.34	Statute of Limitations Expired
2011	258192	990812154700000000	Discount Cigarettes	\$ 32.98	\$ 3.30	Statute of Limitations Expired
2011	263463	990909161210000000	Dodd Albert	\$ 6.83	\$ -	Statute of Limitations Expired
2011	250527	990610091300000000	Dzurik Deli 11 Llc	\$ 192.57	\$ 19.26	Statute of Limitations Expired
2011	6012	99813640000471400	ET Automotive Inc	\$ 4,016.85	\$ 401.69	Statute of Limitations Expired
2011	247005	990512205200000000	EL Torito	\$ 70.81	\$ 7.08	Statute of Limitations Expired
2011	263526	990909235900000000	Elan Chris	\$ 65.32	\$ 6.53	Statute of Limitations Expired
2011	14376	99992310000215500	Emilio Eddie/Sols Nieto Fajitas	\$ 74.90	\$ 7.49	Statute of Limitations Expired
2011	6750	99850030000438650	Eric Japan Engines Inc	\$ 1,417.30	\$ -	Statute of Limitations Expired
2011	266328	991101121700000000	Estrada Nancy	\$ 20.93	\$ 2.09	Statute of Limitations Expired
2011	238794	99200301800016000	Europhil Auto Services	\$ 121.33	\$ 12.13	Statute of Limitations Expired
2011	218424	99P43579000000000	Exclusive Imports Inc	\$ 12.82	\$ -	Statute of Limitations Expired
2011	250884	990611282300000000	Fair North Beverages Llc	\$ 963.05	\$ -	Statute of Limitations Expired
2011	247038	990512215400000000	FAMA Academia De Musica	\$ 106.39	\$ 10.64	Statute of Limitations Expired
2011	251931	99200334600302050	Family Medical Equipment	\$ 58.98	\$ 5.90	Statute of Limitations Expired
2011	248262	990605094600000000	Fejeran Stacy	\$ 68.35	\$ 6.84	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	247692	99060131350000000	Fifield Shannon Hamilton	\$ 12.82	\$ 1.28	Statute of Limitations Expired
2011	252204	99P57077000000000	Fifield Shannon Hamilton	\$ 40.44	\$ -	Statute of Limitations Expired
2011	252288	99071008410000000	Fish Head Fixtures Inc	\$ 984.61	\$ 98.46	Statute of Limitations Expired
2011	265707	99100921200000000	Five Star Fine Foods	\$ 32.48	\$ 3.25	Statute of Limitations Expired
2011	263820	99100104440000000	Flor De Michoacan	\$ 25.58	\$ 2.56	Statute of Limitations Expired
2011	266463	99110207190000000	Flores Nelson	\$ 271.55	\$ 27.16	Statute of Limitations Expired
2011	239586	99200334600029550	Flynt Terry	\$ 596.44	\$ -	Statute of Limitations Expired
2011	263307	99090903850000000	Forsyth Josh	\$ 322.85	\$ 32.29	Statute of Limitations Expired
2011	244827	99050714100000000	Fritts Jim/Awards to Go	\$ 193.34	\$ 19.33	Statute of Limitations Expired
2011	266409	99110119340000000	Fuji Super Buffet	\$ 1,421.95	\$ 142.20	Statute of Limitations Expired
2011	265398	99091005420000000	Fusion Tactical Solutions	\$ 299.95	\$ 30.00	Statute of Limitations Expired
2011	246843	99051115150000000	Future Signs Inc/Ziad Dekelbab	\$ 123.94	\$ 12.39	Statute of Limitations Expired
2011	265749	99100929330000000	Gala Vibes	\$ 13.11	\$ -	Statute of Limitations Expired
2011	257715	99080924510000000	Galloway Gary	\$ 161.78	\$ 16.18	Statute of Limitations Expired
2011	239019	99200324700145900	Garland Rehabilitation Insitute	\$ 206.59	\$ 20.66	Statute of Limitations Expired
2011	263310	99090903880000000	Gates Marshall	\$ 102.38	\$ 10.24	Statute of Limitations Expired
2011	10182	99942070000146500	GDF PLLC	\$ 28.96	\$ 2.90	Statute of Limitations Expired
2011	263091	99100106480000000	Giles Rodney	\$ 55.66	\$ 5.57	Statute of Limitations Expired
2011	265425	99100728750000000	Global Pros Llc	\$ 35.23	\$ 3.52	Statute of Limitations Expired
2011	267045	99P11149100000000	Global Pros Llc	\$ 2.24	\$ -	Statute of Limitations Expired
2011	10224	99942070000152000	Glorias	\$ 41.78	\$ 4.18	Statute of Limitations Expired
2011	265452	99100824590000000	Glorias Church	\$ 23.04	\$ 2.30	Statute of Limitations Expired
2011	258180	99081215240000000	Goffin Harold	\$ 20.43	\$ 2.04	Statute of Limitations Expired
2011	250647	99061012390000000	Gonzalez Sonja	\$ 14.80	\$ -	Statute of Limitations Expired
2011	6090	99820130000125300	Goodman Gary	\$ 62.85	\$ 6.29	Statute of Limitations Expired
2011	263757	99091221320000000	Goswami Asha	\$ 8.81	\$ 0.88	Statute of Limitations Expired
2011	254616	99071011190000000	Griffith Dean	\$ 30.02	\$ -	Statute of Limitations Expired
2011	266604	99110331900000000	Guardiola Ilda	\$ 35.23	\$ 3.52	Statute of Limitations Expired
2011	266547	99110331128000000	Haddock Jennifer	\$ 35.23	\$ 3.52	Statute of Limitations Expired
2011	4020	99200126700167900	Hair Avenue	\$ 36.43	\$ 3.64	Statute of Limitations Expired
2011	255501	99080403170000000	Hair Illusions/The Next Phase	\$ 20.22	\$ 2.02	Statute of Limitations Expired
2011	266046	99101118180000000	Ham Oliver I	\$ 17.40	\$ 1.74	Statute of Limitations Expired
2011	266247	99101222440000000	Henry's In and Out Auto	\$ 99.42	\$ 9.94	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	265473	99100825100000000	Herbal Life	\$ 18.74	\$ 1.87	Statute of Limitations Expired
2011	264771	99P11111200000000	Hernandez Rosa	\$ 46.81	\$ -	Statute of Limitations Expired
2011	266571	99110331200000000	Hernandez Veronica	\$ 3.52	\$ 0.35	Statute of Limitations Expired
2011	266094	99101124700000000	Hoan Kim	\$ 200.25	\$ 20.03	Statute of Limitations Expired
2011	258123	99081210270000000	Hoang Liem Inc	\$ 158.25	\$ 15.83	Statute of Limitations Expired
2011	262731	99090908570000000	Hoang Yen Restaurant & Bar	\$ 135.99	\$ 13.60	Statute of Limitations Expired
2011	262992	99091029380000000	Hollins Darren	\$ 21.42	\$ 2.14	Statute of Limitations Expired
2011	263241	99090827470000000	Hollywood Beauty Salon	\$ 242.59	\$ -	Statute of Limitations Expired
2011	263754	99091221220000000	Holy Ghost Revival Outreach	\$ 18.18	\$ 1.82	Statute of Limitations Expired
2011	247020	99051221330000000	Home Grocery	\$ 45.24	\$ 4.52	Statute of Limitations Expired
2011	265143	99101018480000000	Hortman Mike	\$ 102.24	\$ 10.22	Statute of Limitations Expired
2011	251973	99850770000003400	Horton Jason	\$ 2,386.97	\$ 238.70	Statute of Limitations Expired
2011	13191	99982160000153600	HSS Enterprises Inc	\$ 15.61	\$ 1.56	Statute of Limitations Expired
2011	257595	99051108150000000	Hunter Zamora Hallman Inc	\$ 174.18	\$ 17.42	Statute of Limitations Expired
2011	243555	99200408300016800	Huynh Kinh Ngoc	\$ 8.74	\$ -	Statute of Limitations Expired
2011	263838	99100104690000000	I3 Constrution	\$ 64.47	\$ 6.45	Statute of Limitations Expired
2011	247701	99060131490000000	Impex Auto Sales Inc	\$ 5.64	\$ 0.56	Statute of Limitations Expired
2011	263664	99091019560000000	Industrial Catering Service	\$ 337.43	\$ 33.74	Statute of Limitations Expired
2011	257700	99080924330000000	Instant Tax Service	\$ 41.22	\$ 4.12	Statute of Limitations Expired
2011	263862	99100106230000000	Integrity Home Heath LLC	\$ 14.73	\$ 1.47	Statute of Limitations Expired
2011	239724	99200334600053400	J Higgins Trucking Inc	\$ 721.37	\$ 72.14	Statute of Limitations Expired
2011	265614	99100914280000000	Jackson Paul	\$ 181.50	\$ 18.15	Statute of Limitations Expired
2011	266583	99110331470000000	Jads Beauty	\$ 35.23	\$ 3.52	Statute of Limitations Expired
2011	247578	99060126710000000	Jalil Roufeh	\$ 26.07	\$ 2.61	Statute of Limitations Expired
2011	254598	99071009130000000	Jeannie Rudisill	\$ 4,777.47	\$ 477.75	Statute of Limitations Expired
2011	266268	99110105410000000	Jerrys Auto Repair	\$ 35.86	\$ 3.59	Statute of Limitations Expired
2011	266709	99110418390000000	Jo Auto Sales	\$ 28.96	\$ 2.90	Statute of Limitations Expired
2011	265140	99101014800000000	Johnson Benjamin	\$ 15.78	\$ 1.58	Statute of Limitations Expired
2011	254529	99070917340000000	Jordan Willis/Autobahn	\$ 212.16	\$ 21.22	Statute of Limitations Expired
2011	256128	99P10179300000000	Jordan Willis	\$ 140.92	\$ -	Statute of Limitations Expired
2011	266160	99101208980000000	Joy Tuberville Isa Karate	\$ 166.92	\$ 16.69	Statute of Limitations Expired
2011	266004	99101110900000000	Jp Enterprise Inc	\$ 9.37	\$ 0.94	Statute of Limitations Expired
2011	2757	99200021600171150	Kamilas Beauty Salon	\$ 40.09	\$ 4.01	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	265653	991009153900000000	Keep it Klassy	\$ 73.98	\$ 7.40	Statute of Limitations Expired
2011	265977	991011101000000000	Kitchen Bath Floors and More	\$ 191.51	\$ 19.15	Statute of Limitations Expired
2011	11556	99962980000087700	Krasniqi Nazmi	\$ 247.10	\$ 24.71	Statute of Limitations Expired
2011	244476	99200408300249600	Kreft Nigel	\$ 435.09	\$ -	Statute of Limitations Expired
2011	265812	991010125000000000	La Barata	\$ 28.15	\$ 10.69	Statute of Limitations Expired
2011	247881	990602096300000000	La Polla Coatings	\$ 24.31	\$ 2.43	Statute of Limitations Expired
2011	264411	991004287900000000	Lang Holdings	\$ 7.05	\$ 0.71	Statute of Limitations Expired
2011	258891	99L096854000000000	Legends LLC	\$ 59.05	\$ 5.91	Statute of Limitations Expired
2011	265854	991010149000000000	Little Steps Daycare	\$ 70.74	\$ 7.07	Statute of Limitations Expired
2011	262677	990908275100000000	Llanito Alfredo H	\$ 285.36	\$ 28.54	Statute of Limitations Expired
2011	259005	99P106530000000000	Ln Car Sales Inc	\$ 96.09	\$ -	Statute of Limitations Expired
2011	263547	990902371000000000	Ln Car Sales Inc	\$ 3.66	\$ -	Statute of Limitations Expired
2011	9237	99922160000175000	Loftin Eddie	\$ 80.82	\$ 8.08	Statute of Limitations Expired
2011	255243	990801142900000000	Logos Church of God	\$ 18.67	\$ 1.87	Statute of Limitations Expired
2011	3705	99200121400080500	Long Mary/Absolute Chiropractic	\$ 500.34	\$ 50.03	Statute of Limitations Expired
2011	4989	99200225200039350	Lopez Jose	\$ 39.46	\$ 3.95	Statute of Limitations Expired
2011	251616	990704187400000000	Lu Jia	\$ 29.80	\$ 2.98	Statute of Limitations Expired
2011	265479	991008252000000000	Magana Lucerio	\$ 26.56	\$ 2.66	Statute of Limitations Expired
2011	8319	99900030000184150	Magee Uneeda	\$ 597.64	\$ 59.76	Statute of Limitations Expired
2011	10542	99950170000039600	Magic Food Mart	\$ 224.13	\$ 22.41	Statute of Limitations Expired
2011	4095	99200126700212400	Malones Cost Plus Inc	\$ 14.16	\$ 1.42	Statute of Limitations Expired
2011	265809	991010123000000000	Mariscos La Estrella	\$ 131.90	\$ 13.19	Statute of Limitations Expired
2011	263343	990909091260000000	Marjies Sandwiches	\$ 28.11	\$ 2.81	Statute of Limitations Expired
2011	5268	99200225200103950	Mars Auto Repair	\$ 9.30	\$ 0.93	Statute of Limitations Expired
2011	263907	991001206600000000	Martin Adam	\$ 6.41	\$ 0.64	Statute of Limitations Expired
2011	242961	990505172600000000	Martinelli Ronald	\$ 31.71	\$ 3.17	Statute of Limitations Expired
2011	267210	990612281800000000	Martinez Jeff	\$ 75.04	\$ 7.50	Statute of Limitations Expired
2011	255345	990802128000000000	MB Electrical Inc	\$ 726.30	\$ 72.63	Statute of Limitations Expired
2011	263604	990910023000000000	Mcada Electric	\$ 3.52	\$ 0.35	Statute of Limitations Expired
2011	11046	99952150000198400	Mcclure Richard	\$ 85.82	\$ 8.58	Statute of Limitations Expired
2011	153	99P158510000000000	Mcclure William Richard	\$ 166.72	\$ -	Statute of Limitations Expired
2011	267264	991201033200000000	Mccoy Linda	\$ 16.14	\$ 1.61	Statute of Limitations Expired
2011	263694	990912143300000000	Mccreey Terry	\$ 20.72	\$ 2.07	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	266253	99101222460000000	Mcrae Willard	\$ 45.94	\$ 4.59	Statute of Limitations Expired
2011	10797	99950650000146100	Meade Douglas Scott	\$ 135.35	\$ 13.54	Statute of Limitations Expired
2011	266550	99110331129000000	Mehlhoff Vanessa	\$ 17.33	\$ 1.73	Statute of Limitations Expired
2011	266553	99110331131000000	Mendosa Cardosa Brian	\$ 35.23	\$ 3.52	Statute of Limitations Expired
2011	265689	99100915910000000	Metrohaven of Love Inc	\$ 89.63	\$ 8.96	Statute of Limitations Expired
2011	2760	99200021600171200	Millennium Notary Service	\$ 29.45	\$ 2.95	Statute of Limitations Expired
2011	265923	99101020250000000	Monte Juan	\$ 304.81	\$ 30.48	Statute of Limitations Expired
2011	263283	99090903450000000	Movimiento Pro Integral Del Se	\$ 13.11	\$ 1.31	Statute of Limitations Expired
2011	263178	99081015660000000	MPT Remodeling	\$ 20.57	\$ 2.06	Statute of Limitations Expired
2011	267036	99P111103000000000	Munguia Lucas	\$ 35.23	\$ -	Statute of Limitations Expired
2011	257769	99081006120000000	Murshid Enterprises Inc/Quiznos	\$ 276.13	\$ 27.61	Statute of Limitations Expired
2011	267285	99120207150000000	Mwinga Kennedy	\$ 42.15	\$ 4.22	Statute of Limitations Expired
2011	263784	99091223270000000	Natures Way	\$ 13.81	\$ 1.38	Statute of Limitations Expired
2011	5595	99200225200246400	Needham Elbert	\$ 18.32	\$ 1.83	Statute of Limitations Expired
2011	264036	99100127320000000	Nelsons Karate Do	\$ 21.49	\$ 2.15	Statute of Limitations Expired
2011	265740	99100928240000000	Neuroticos Anonimos	\$ 8.31	\$ 0.83	Statute of Limitations Expired
2011	9636	99932280000161300	Nguyen Le	\$ 51.22	\$ 5.12	Statute of Limitations Expired
2011	265884	99101018550000000	Nguyen Quinn	\$ 84.41	\$ 8.44	Statute of Limitations Expired
2011	262776	99090908750000000	Nguyen Terry	\$ 365.83	\$ 36.58	Statute of Limitations Expired
2011	7413	998709700000059650	Nguyen Thinh	\$ 152.26	\$ 15.23	Statute of Limitations Expired
2011	262815	99090909800000000	Nha Trang Quan	\$ 71.16	\$ 7.12	Statute of Limitations Expired
2011	265827	99101032700000000	No One Has To Know	\$ 190.10	\$ 19.01	Statute of Limitations Expired
2011	3213	99200101700026200	Nolan Sandra	\$ 61.72	\$ 6.17	Statute of Limitations Expired
2011	255951	99B03137000000000	Nortex Water Sports Inc	\$ 105.69	\$ -	Statute of Limitations Expired
2011	24726	99060214101000000	North Texas Recovery Center	\$ 57.14	\$ 5.71	Statute of Limitations Expired
2011	265443	99100824530000000	NTSAC	\$ 16.06	\$ 1.61	Statute of Limitations Expired
2011	247914	99060213560000000	Nunez Auto Repair	\$ 31.00	\$ 3.10	Statute of Limitations Expired
2011	3342	99200101700101200	Nwankpa Alex	\$ 17.62	\$ 1.76	Statute of Limitations Expired
2011	2703	99200021600169150	Nye John/Auditax	\$ 10.36	\$ 1.04	Statute of Limitations Expired
2011	244893	99050601430000000	Ok Soo Kim	\$ 19.38	\$ 1.94	Statute of Limitations Expired
2011	251055	99061219430000000	Olvera Leo	\$ 286.35	\$ 28.64	Statute of Limitations Expired
2011	3087	99200029800221150	Oneil Relocation	\$ 2,869.41	\$ 286.94	Statute of Limitations Expired
2011	244311	99200408300178000	Oommen Johnson/Atlas Video	\$ 19.94	\$ 1.99	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	265368	990710042700000000	Open Door Realtors Llc	\$ 41.29	\$ 4.13	Statute of Limitations Expired
2011	267201	991111031800000000	Opposition Inc	\$ 106.68	\$ 10.67	Statute of Limitations Expired
2011	257778	990810067200000000	Ortiz Erique	\$ 66.58	\$ 6.66	Statute of Limitations Expired
2011	266667	991104131280000000	Ottavi Sonya	\$ 5.28	\$ 0.53	Statute of Limitations Expired
2011	255192	990801071170000000	Owens Rhonda	\$ 134.72	\$ -	Statute of Limitations Expired
2011	238668	99030923093422773	Owkilage Celetine	\$ 131.69	\$ 13.17	Statute of Limitations Expired
2011	265194	99L105819000000000	Pacific American Capital Llc	\$ 255.28	\$ -	Statute of Limitations Expired
2011	4158	99200133100000900	Paixao Luiz Silva	\$ 277.54	\$ 27.75	Statute of Limitations Expired
2011	265575	991009025000000000	Palsingh Varun	\$ 99.77	\$ 9.98	Statute of Limitations Expired
2011	5589	99200225200245950	Panderia La Potosina	\$ 68.35	\$ -	Statute of Limitations Expired
2011	250662	990610128900000000	Parks Eyecare	\$ 127.67	\$ 12.77	Statute of Limitations Expired
2011	240105	99200334600383900	Pascual Ochoa	\$ 45.31	\$ 4.53	Statute of Limitations Expired
2011	14340	99992310000202000	PDHD Enterprises Inc	\$ 66.73	\$ 6.67	Statute of Limitations Expired
2011	7971	99890060000190950	Penn Industries Inc	\$ 398.24	\$ 39.82	Statute of Limitations Expired
2011	265662	991009157200000000	Pepper Soup Joint	\$ 83.00	\$ 8.30	Statute of Limitations Expired
2011	255066	990712103200000000	Perez Rafael	\$ 17.83	\$ 1.78	Statute of Limitations Expired
2011	239088	99200324700163500	Perry CG Investments Inc	\$ 1,549.27	\$ 154.93	Statute of Limitations Expired
2011	266304	991101113500000000	Perry Hardwood Flooring	\$ 92.02	\$ 9.20	Statute of Limitations Expired
2011	266607	991104051000000000	Pesina Anna	\$ 35.23	\$ 3.52	Statute of Limitations Expired
2011	265701	991009203900000000	Peterson Reginald	\$ 48.97	\$ 4.90	Statute of Limitations Expired
2011	11307	99962560000000300	Phan Dinh Chinh & Lan Thily	\$ 307.49	\$ 30.75	Statute of Limitations Expired
2011	243942	99200408300125450	Phoenix Auto Collision Center	\$ 237.03	\$ 23.70	Statute of Limitations Expired
2011	257997	990810303900000000	Phomphakdy Alex	\$ 27.20	\$ 2.72	Statute of Limitations Expired
2011	239232	9920032470018380	Pollo Salsa	\$ 188.20	\$ 18.82	Statute of Limitations Expired
2011	240447	99902140000121900	Porter Brian	\$ 602.93	\$ -	Statute of Limitations Expired
2011	255498	990804031630000000	Porter Greg/Greg Porter CPA	\$ 16.06	\$ 1.61	Statute of Limitations Expired
2011	258171	990812151700000000	Poum Linda/RP Motor Sports	\$ 17.62	\$ 1.76	Statute of Limitations Expired
2011	263925	991001251160000000	Power Plus Personnel	\$ 14.09	\$ 1.41	Statute of Limitations Expired
2011	263814	991001042700000000	Preferred Quality Medical Serv	\$ 25.44	\$ 2.54	Statute of Limitations Expired
2011	263541	990909236800000000	Pride E M S	\$ 608.84	\$ -	Statute of Limitations Expired
2011	257877	990810138400000000	Pro Star Cyclewerks	\$ 127.60	\$ 12.76	Statute of Limitations Expired
2011	267276	99L113829000000000	Proprint	\$ 4,891.47	\$ -	Statute of Limitations Expired
2011	265554	991009014300000000	Punsopa Muay Thai	\$ 12.12	\$ -	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	225684	99200334600031250	QCMC Inc	\$ 70.46	\$ 7.05	Statute of Limitations Expired
2011	265875	99101018460000000	QMNT Llc	\$ 131.48	\$ -	Statute of Limitations Expired
2011	258252	99090112810000000	Quoc Vu	\$ 195.95	\$ 19.60	Statute of Limitations Expired
2011	8517	99902190000076250	Qureshi Musheer	\$ 37.70	\$ 3.77	Statute of Limitations Expired
2011	243864	99200408300123950	R & A Marble	\$ 57.14	\$ 5.71	Statute of Limitations Expired
2011	239709	99200334600052400	R & R Motors	\$ 33.96	\$ 3.40	Statute of Limitations Expired
2011	265650	99100915320000000	Rajan Abraham	\$ 62.43	\$ 6.24	Statute of Limitations Expired
2011	264327	99100428109000000	Rakstak Enterprises	\$ 7.05	\$ 0.71	Statute of Limitations Expired
2011	265797	99101006800000000	Ramirez Jesus	\$ 204.83	\$ 20.48	Statute of Limitations Expired
2011	264165	99100311160000000	Ramirez Marco	\$ 12.05	\$ 1.21	Statute of Limitations Expired
2011	254850	99071112100000000	Ramirez Phillip	\$ 33.12	\$ 3.31	Statute of Limitations Expired
2011	248826	99P540450000000000	Ramirez Wilma	\$ 223.92	\$ -	Statute of Limitations Expired
2011	266124	99101206410000000	Regalo De Vida 2	\$ 122.54	\$ 12.26	Statute of Limitations Expired
2011	232293	99200133100027550	Resetar Janet Attorney	\$ 7.12	\$ -	Statute of Limitations Expired
2011	254541	99070919600000000	Reveal Products Inc	\$ 93.29	\$ 9.33	Statute of Limitations Expired
2011	264738	99P108909000000000	Rodgers Wayne and Sarah	\$ 57.83	\$ -	Statute of Limitations Expired
2011	247083	99051228110000000	Rodriguez Isabel	\$ 83.57	\$ 8.36	Statute of Limitations Expired
2011	6027	99813640000473700	Romero Guterrez Gelfer	\$ 90.12	\$ 9.01	Statute of Limitations Expired
2011	12444	99972050000090400	Romo Rogelio	\$ 138.95	\$ 13.90	Statute of Limitations Expired
2011	251904	99200225200025200	Royal Communications	\$ 18.18	\$ -	Statute of Limitations Expired
2011	262953	99091221800000000	Ruby Janes Reto Fabric	\$ 38.05	\$ 3.81	Statute of Limitations Expired
2011	266445	99110124310000000	Rupein Arman	\$ 152.90	\$ 15.29	Statute of Limitations Expired
2011	254628	99071015600000000	Rusty Buffalo Co The	\$ 186.44	\$ 18.64	Statute of Limitations Expired
2011	263514	99090923520000000	Saad Imad	\$ 6.62	\$ 0.66	Statute of Limitations Expired
2011	263958	99100125580000000	Sabor Latino Restaurant	\$ 70.25	\$ 7.03	Statute of Limitations Expired
2011	266706	99110418330000000	Sackor	\$ 28.96	\$ 2.90	Statute of Limitations Expired
2011	12453	99972050000095250	Salinas Domingos	\$ 112.60	\$ 11.26	Statute of Limitations Expired
2011	262770	99090908730000000	Sat Wireless	\$ 138.24	\$ 13.82	Statute of Limitations Expired
2011	10455	99943120000021400	Schefer Evanor	\$ 76.24	\$ 7.62	Statute of Limitations Expired
2011	258396	99090126370000000	Segars Ralph/RSAl	\$ 83.78	\$ 8.38	Statute of Limitations Expired
2011	8562	999030600000005750	Shelton William	\$ 42.14	\$ 4.21	Statute of Limitations Expired
2011	254724	99071029110000000	Sierra Sleep Technologies	\$ 136.20	\$ 13.62	Statute of Limitations Expired
2011	251094	99061220330000000	Silva Miguel	\$ 46.50	\$ 4.65	Statute of Limitations Expired
2011	258969	99P105473000000000	Silver City Auto Sales Inc	\$ 44.19	\$ -	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	10386	99942070000250250	Simonetti Paul	\$ 6.55	\$ 0.66	Statute of Limitations Expired
2011	6906	99850770000022650	SM and Lee Inc	\$ 475.32	\$ 47.53	Statute of Limitations Expired
2011	25119	99061228500000000	SM and Lee Inc	\$ 146.77	\$ 14.68	Statute of Limitations Expired
2011	247563	99060126500000000	Smith Larry	\$ 88.15	\$ -	Statute of Limitations Expired
2011	264336	99100428119000000	Solo Intl Corp	\$ 7.05	\$ 0.71	Statute of Limitations Expired
2011	263070	99091228240000000	Sorto Luis	\$ 21.42	\$ 2.14	Statute of Limitations Expired
2011	264288	99100413730000000	Sosa Jose	\$ 81.03	\$ 8.10	Statute of Limitations Expired
2011	248007	99060216770000000	Sperber Bruno	\$ 22.62	\$ 2.26	Statute of Limitations Expired
2011	255090	99071211500000000	Split Endz	\$ 114.22	\$ 11.42	Statute of Limitations Expired
2011	258351	99090114690000000	Star Path Studio	\$ 52.70	\$ 5.27	Statute of Limitations Expired
2011	265506	99100826700000000	Star Plex Inc	\$ 10.29	\$ 1.03	Statute of Limitations Expired
2011	267039	99P11123200000000	Starlight Associates	\$ 35.23	\$ -	Statute of Limitations Expired
2011	245088	99L05258300000000	Sterling Payphones LLC	\$ 22.83	\$ 2.28	Statute of Limitations Expired
2011	266652	99110413108000000	Steward Angela	\$ 5.28	\$ 0.53	Statute of Limitations Expired
2011	263121	99100407104000000	Stoker Tina	\$ 11.13	\$ 1.11	Statute of Limitations Expired
2011	7653	99873640000067850	Superior Marbel Co Inc	\$ 207.72	\$ 20.77	Statute of Limitations Expired
2011	262806	99090909370000000	Sweet Bakery	\$ 234.07	\$ 23.41	Statute of Limitations Expired
2011	250809	99061030120000000	Swinners Betty	\$ 36.29	\$ 3.63	Statute of Limitations Expired
2011	11496	99962560000213450	Tadia Jose	\$ 129.86	\$ 12.99	Statute of Limitations Expired
2011	8931	99913310000020450	Tan Phung Inc	\$ 196.58	\$ 19.66	Statute of Limitations Expired
2011	243831	99200408300123400	Taqueria Diana	\$ 71.31	\$ 7.13	Statute of Limitations Expired
2011	7215	99860020000930150	Taub Greg	\$ 212.08	\$ 21.21	Statute of Limitations Expired
2011	265947	99101020900000000	Tax and Home Retention Liz	\$ 4.09	\$ 0.41	Statute of Limitations Expired
2011	266292	99110111130000000	Tenaye Injera Bakery	\$ 73.84	\$ 7.38	Statute of Limitations Expired
2011	258990	99P10636800000000	Texas Auto Pro Corp	\$ 153.18	\$ -	Statute of Limitations Expired
2011	265737	99100928220000000	Texas Disel Solutions	\$ 178.05	\$ 17.81	Statute of Limitations Expired
2011	239145	99200324700164950	TG & Chang Beverage Inc	\$ 518.30	\$ 51.83	Statute of Limitations Expired
2011	264186	99100317170000000	The Potters House Christian	\$ 6.20	\$ 0.62	Statute of Limitations Expired
2011	250533	99061009170000000	The Takery Llc	\$ 20.01	\$ 2.00	Statute of Limitations Expired
2011	267204	99111103200000000	The Trailersmith Llc	\$ 60.03	\$ 6.00	Statute of Limitations Expired
2011	263361	99090909440000000	Thompson Shaji	\$ 131.84	\$ 20.95	Statute of Limitations Expired
2011	263169	99080213580000000	Toddler Tune Development	\$ 56.23	\$ 5.62	Statute of Limitations Expired
2011	5886	99200301800166350	Tomorrow Wireless	\$ 32.62	\$ 3.26	Statute of Limitations Expired
2011	263775	99091223170000000	Tortas Burger & Co	\$ 129.93	\$ 12.99	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	247476	99060124800000000	Total Outdoor Services	\$ 22.48	\$ 2.25	Statute of Limitations Expired
2011	266076	99101124120000000	Tran Michael	\$ 31.85	\$ 3.19	Statute of Limitations Expired
2011	10167	99942070000142700	Tran Trang	\$ 5.35	\$ -	Statute of Limitations Expired
2011	5943	99200313500003700	Transition Auto Fin Inc	\$ 63.06	\$ 6.31	Statute of Limitations Expired
2011	264342	99100428127000000	Trident Press Intl	\$ 7.05	\$ 0.71	Statute of Limitations Expired
2011	12033	99970440000020200	Trinh Ha Ngoc	\$ 56.30	\$ 5.63	Statute of Limitations Expired
2011	11994	99970440000017250	Truong Vanha	\$ 124.15	\$ 12.42	Statute of Limitations Expired
2011	263985	99100125740000000	TS Hair Essentials	\$ 33.54	\$ 3.35	Statute of Limitations Expired
2011	264138	99100224160000000	Tuggle Jeramy	\$ 3.52	\$ 0.35	Statute of Limitations Expired
2011	263220	99090827230000000	Tuniyants Arman	\$ 26.07	\$ -	Statute of Limitations Expired
2011	241185	99200334600221600	Tycoon Conoco	\$ 106.39	\$ 10.64	Statute of Limitations Expired
2011	2166	99199929900129650	V3 Investments Lp	\$ 423.89	\$ -	Statute of Limitations Expired
2011	14304	99992310000179700	V3 Investments Lp	\$ 6.62	\$ -	Statute of Limitations Expired
2011	254532	99070917350000000	Valazquez Daniel	\$ 55.10	\$ 5.51	Statute of Limitations Expired
2011	265914	99101020160000000	Vargas Mario	\$ 41.43	\$ 4.14	Statute of Limitations Expired
2011	266619	99110405400000000	Vasquez Isidro	\$ 35.23	\$ 3.52	Statute of Limitations Expired
2011	239025	99200324700146150	Vasquez Ricardo	\$ 14.16	\$ 1.42	Statute of Limitations Expired
2011	265782	99101006580000000	Vice Tarran	\$ 121.33	\$ 12.13	Statute of Limitations Expired
2011	265986	99101110300000000	Viet Today	\$ 6.48	\$ 30.65	Statute of Limitations Expired
2011	247854	99060208590000000	Villalobos Christina	\$ 43.47	\$ 4.35	Statute of Limitations Expired
2011	3051	99200029800123750	Villeral Irma	\$ 31.64	\$ 3.16	Statute of Limitations Expired
2011	243708	99200408300057350	Vu Henry	\$ 18.53	\$ 1.85	Statute of Limitations Expired
2011	251412	99070221350000000	Wafer Chris&Damon Batiste	\$ 19.73	\$ 1.97	Statute of Limitations Expired
2011	266301	99110111290000000	Walker Brian	\$ 61.72	\$ 6.17	Statute of Limitations Expired
2011	257727	99080929250000000	Wallace Jimmy	\$ 112.60	\$ 11.26	Statute of Limitations Expired
2011	263697	99091214510000000	Wallace M Millie	\$ 20.72	\$ 2.07	Statute of Limitations Expired
2011	266478	99110207000000000	Wen Da Jiang	\$ 80.68	\$ 8.07	Statute of Limitations Expired
2011	255096	99071212330000000	William Emma Moore Stanley	\$ 35.23	\$ -	Statute of Limitations Expired
2011	266064	99101122480000000	Williams Ava	\$ 61.30	\$ 6.13	Statute of Limitations Expired
2011	257937	99081022470000000	Williams Cristhian	\$ 101.25	\$ 10.13	Statute of Limitations Expired
2011	263016	99091214320000000	Williams Joyce	\$ 20.72	\$ 2.07	Statute of Limitations Expired
2011	266421	99110119440000000	Williams Monica	\$ 3.66	\$ 0.37	Statute of Limitations Expired
2011	266889	99L10914700000000	Worldpay	\$ 14.37	\$ 1.44	Statute of Limitations Expired
2011	266577	99110331280000000	Wright Sandra	\$ 35.23	\$ 3.52	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	266121	99101206370000000	Wright Terry	\$ 91.25	\$ 9.13	Statute of Limitations Expired
2011	240207	99200334600386350	Wroblski Jim/Jim Trim Shop	\$ 17.76	\$ 1.78	Statute of Limitations Expired
2011	266322	99110112140000000	Xavier Elgin	\$ 5.64	\$ 0.56	Statute of Limitations Expired
2011	266475	99110207600000000	Xiong Rose	\$ 61.72	\$ 6.17	Statute of Limitations Expired
2011	264111	99100202510000000	Yogen Fruz	\$ 195.53	\$ -	Statute of Limitations Expired
2011	263826	99100104500000000	Young Ronnie	\$ 34.38	\$ 3.44	Statute of Limitations Expired
2011	244899	99050601460000000	Young Yi	\$ 40.09	\$ 4.01	Statute of Limitations Expired
				\$ 71,693.17	\$ 5,920.91	

\$ 71,693.17	TOTAL TAX AMOUNT
\$ 5,920.91	TOTAL MISC. AMOUNT
\$ 77,614.08	TOTAL ADJ AMOUNT
	(# OF RECORDS = 373)

EXCLUDED FROM WRITE-OFF

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	STATUS	REASON
2011	2622	99200021600129450	Ez African Food Store Inc	\$ 67.92	\$ 6.79	JS16-00012D	Excluded per attorney
2011	10245	99942070000154300	Gallardo Martin/Top Auto Trim	\$ 10.57	\$ 1.06	12-01318	Excluded per attorney
2011	9270	99922160000217500	Huynh David/Phillps Auto Repair	\$ 67.85	\$ 6.79	JS14-00631	Excluded per attorney
2011	5562	99200225200204500	Kathy Danbank Ins	\$ 13.74	\$ 1.37	JC10-40	Excluded per attorney
2011	250470	99061002320000000	Laton Gentry	\$ 68.21	\$ 6.82	14-00020	Excluded per attorney
2011	255303	99080128610000000	Luu Tuan & Rose	\$ 46.01	\$ 4.60	JS16-00011D	Excluded per attorney
2011	251190	99061228180000000	Martinez John	\$ 33.54	\$ 3.35	JS16-00019D HC10-1592D	Excluded per attorney
2011	255339	99080212420000000	Metroplex Ins Agency	\$ 31.92	\$ 3.19	13-00149	Excluded per attorney
2011	266874	99972800000116850	Rafferty Paul	\$ 103.11	\$ 18.06	TX15-00265	Excluded per attorney
2011	246951	99051215116000000	Relief Medical Supplies	\$ 32.48	\$ 3.25	JC11-80	Excluded per attorney
2011	255171	99080103210000000	Rodriguez Cesar	\$ 7.86	\$ 0.79	13-00167	Excluded per attorney
2011	265932	99101020420000000	Tinas Gifts	\$ 60.17	\$ 6.02	JS16-00015D	Excluded per attorney
2011	251451	99070301170000000	Ventura William	\$ 24.71	\$ 4.38	13-001638	Excluded per attorney
				\$ 568.09	\$ 66.47		

EXHIBIT B - TOTAL

\$	71,693.17	TAX AMOUNT
\$	5,920.91	MISC AMOUNT
\$	77,614.08	

EXCLUDED TOTALS

\$	568.09	TAX AMOUNT
\$	66.47	MISC AMOUNT
\$	634.56	

REPORT TOTALS

\$	72,261.26	TAX AMOUNT
\$	5,987.38	MISC AMOUNT
\$	78,248.64	

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE TAX ROLL OF THE CITY OF GARLAND, TEXAS
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article IX, Section 3, of the Charter of the City of Garland, Texas, grants the City Council the power "to cancel any uncollectible taxes upon the tax rolls"; and

WHEREAS, the taxes indicated on the attachments to this Ordinance are uncollectible by virtue of Sec. 33.05, Tex. Tax Code or other law;

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

Section 1

That the tax roll of the City of Garland, Texas is amended by cancellation of the amounts and for the reasons set out in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

Section 2

That this Ordinance shall become effective on and after its approval and adoption.

PASSED AND APPROVED this the 20th day of September, 2016.

CITY OF GARLAND, TEXAS

By: _____

Mayor

ATTEST

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

Agenda Item 4.

Meeting Date: September 20, 2016

Item Title: RESOLUTION TO SUPPORT 2016 HOMELAND SECURITY GRANT PROGRAM (HSGP) APPLICATION

Submitted By: Savannah Martin, Senior Emergency Management Specialist

Summary of Request/Problem

Management and responsibility of the Homeland Security Grant Program (HSGP) has recently been moved under the Office of the Governor (OOG) at the state level. Prior responsibility was delegated to the State Administrative Agency (SAA). With the change in state reporting structure, the Office of the Governor (OOG) is asking all jurisdictions that apply for HSGP funds to now adopt a resolution each year in support of the program in order to receive funds applied for.

The resolution will assist the City of Garland in funding and obtaining a tactical robot for the SWAT team, two pair of Binocular Night Vision Devices (BNVDs) for night vision enhancement purposes for the SWAT team, implementing Phase II of the EOD Team Tactical Bomb Technician Program which includes gear and equipment for tactical bomb technicians and a staff position in the Office of Emergency Management (OEM) for emergency operations planning sustainment.

Recommendation/Action Requested and Justification

Staff recommends passing a resolution in support of the HSGP application so funding can be released.

Attachments

Resolution for HSGP 2016

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS FOR CERTAIN PUBLIC SAFETY, LAW ENFORCEMENT, AND HOMELAND SECURITY PROJECTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds it in the best interests of the citizens of Garland that the following projects be operated for the Fiscal Year of 2016 - 2017: 2016 Urban Area Security Initiative (UASI) - Garland- Emergency Management Planning Sustainment, 2016 State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) SWAT Tactical Robot - Garland, 2016 UASI - Garland- SWAT Night Vision Enhancement (LE), 2016 UASI - Garland - Police Tactical Bomb Technician Enhancement: Phase II (LE); and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City assures that the funds will be returned to the Office of the Governor in full;

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

Section 1

The City Council approves the submission of a grant application (whether one or more) for the following projects to the Office of the Governor: 2016 Urban Area Security Initiative (UASI) - Garland- Emergency Management Planning Sustainment, 2016 State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) SWAT Tactical Robot - Garland, 2016 UASI - Garland- SWAT Night Vision Enhancement (LE), 2016 UASI - Garland - Police Tactical Bomb Technician Enhancement: Phase II (LE).

Section 2

The City Council hereby designates the Emergency Management Coordinator as the City's authorized official to act in all matters relating to the foregoing grant application(s) and that authorized official is hereby given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

Section 3

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

PASSED AND APPROVED this the ____ day of _____, 2016.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Grant Numbers:

2982302
3029201
3157001
2982502



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

Agenda Item 5.

Meeting Date: September 20, 2016

Item Title: CONSIDER ADVANCE FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION

Submitted By: Jermel Stevenson, Managing Director

Summary of Request/Problem

The City Council is requested to consider a resolution authorizing the City Manager to execute the Local Project Advance Funding Agreement, with the State of Texas, through the Texas Department of Transportation (TxDOT). The agreement updates the project estimated budget for the amount of \$2,293,799.00, which includes FHWA cost share funding, for the approximate 1.6 miles of 12-foot width Winters Park/Spring Creek Greenbelt trail. The City's local government cost participation in the trail development project is estimated at \$928,659.00, or approximately 40 percent of the project budget, and is funded in the 2016 Park Capital Improvements Program.

Council received written briefing on this item at their Work Session of September 19, and a resolution is brought forth for consideration.

Recommendation/Action Requested and Justification

Approve a resolution authorizing the City Manager to execute the Local Project Advance Funding Agreement, with the State of Texas, through the Texas Department of Transportation (TxDOT) which updates the federal, state, and local cost participation for construction of the Winters Park/Spring Creek Greenbelt Trail.

Attachments

RESO-draft-TxDOT ADV FUND AGRMT
TxDOT ADV FUND AGREEMENT

RESOLUTION NO.

draft

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE OF TEXAS, BY AND THROUGH THE STATE DEPARTMENT OF TRANSPORTATION, CONCERNING A TRAIL DEVELOPMENT MATCHING FUND; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Manager is hereby authorized to execute an agreement with the State of Texas, by and through the State Department of Transportation, concerning a Local Project Advance Funding Agreement for matching funds for a trail project, the Winters Park/Spring Creek Greenbelt Trail, a copy of which agreement is attached hereto as Exhibit A.

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 _____, 2016.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

CSJ #: 0918-45-714
District #: 18 - Dallas
Code Chart 64 #: 15800
Project: Winters Park/Spring Creek Greenbelt
Limits: From Brand Road to Ranger Drive
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT**

For A

**Congestion Mitigation and Air Quality Improvement Program Project
(Off-System)**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Garland, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, the State and the Local Government executed an Advance Funding Agreement on February 23, 2006 to effectuate their agreement to construct a new 12-foot wide Hike/Bike and Pedestrian Trail through existing greenbelt of Winters Park/Spring Creek Greenbelt from Brand Road to Ranger Drive in the City of Garland; and,

WHEREAS, it has become necessary to terminate that February 23, 2006 Advance Funding Agreement and replace it with this Advance Funding Agreement; and,

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114417 that provides for the development of, and funding for, the Project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

CSJ #: 0918-45-714
District #: 18 - Dallas
Code Chart 64 #: 15800
Project: Winters Park/Spring Creek Greenbelt
Limits: From Brand Road to Ranger Drive
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

AGREEMENT

1. Period of the Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for this LPAFA is described as the construction of a new 12-foot wide Hike/Bike and Pedestrian Trail through existing greenbelt of Winters Park/Spring Creek Greenbelt from Brand Road to Ranger Drive in the City of Garland.

5. Right of Way and Real Property

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

6. Utilities

Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out by the State as stated in the Master Agreement. Additionally, before the advertisement for bids, the State shall provide to the Local Government written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government as stated in the Master Agreement. The Local Government is responsible for performance of any required

CSJ #: 0918-45-714
District #: 18 - Dallas
Code Chart 64 #: 15800
Project: Winters Park/Spring Creek Greenbelt
Limits: From Brand Road to Ranger Drive
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

architectural or preliminary engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. The State may review and comment on the work as required to accomplish the public purposes of the State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to the degree permitted by State and Federal law.

10. Construction Responsibilities

Construction responsibilities will be carried out by the Local Government as stated in the Master Agreement.

11. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

12. Local Project Sources and Uses of Funds

- A.** A Project Budget Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.
- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.

CSJ #: 0918-45-714
District #: 18 - Dallas
Code Chart 64 #: 15800
Project: Winters Park/Spring Creek Greenbelt
Limits: From Brand Road to Ranger Drive
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

- D.** The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- F.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- G.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- H.** When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

CSJ #: 0918-45-714
District #: 18 - Dallas
Code Chart 64 #: 15800
Project: Winters Park/Spring Creek Greenbelt
Limits: From Brand Road to Ranger Drive
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

K. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

14. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

CSJ #: 0918-45-714
District #: 18 - Dallas
Code Chart 64 #: 15800
Project: Winters Park/Spring Creek Greenbelt
Limits: From Brand Road to Ranger Drive
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

18. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Director Parks and Recreation Department 634 Apollo Road Garland, Texas 75040	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

19. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit

CSJ #: 0918-45-714
District #: 18 - Dallas
Code Chart 64 #: 15800
Project: Winters Park/Spring Creek Greenbelt
Limits: From Brand Road to Ranger Drive
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Local Government may request the Texas Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

20. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted

CSJ #: 0918-45-714
District #: 18 - Dallas
Code Chart 64 #: 15800
Project: Winters Park/Spring Creek Greenbelt
Limits: From Brand Road to Ranger Drive
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

CSJ #: 0918-45-714
District #: 18 - Dallas
Code Chart 64 #: 15800
Project: Winters Park/Spring Creek Greenbelt
Limits: From Brand Road to Ranger Drive
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

22. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

23. Non-Discrimination Provisions

- A. Relocation Assistance: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
- B. Disability:
 - a. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. Seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27.
 - b. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by the Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- C. Age: The Age Discrimination Act of 1974, as amended, (42 U.S.C. § 6101 et. Seq.), prohibits discrimination on the basis of age.
- D. Race, Creed, Color, National Origin, or Sex:
 - a. The Airport and Airway Improvement Act of 1982 (49 U.S.C. § 4.71, Section 4.7123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex.
 - b. The Federal Aviation Administration's Nondiscrimination state (4 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex.

CSJ #: 0918-45-714
District #: 18 - Dallas
Code Chart 64 #: 15800
Project: Winters Park/Spring Creek Greenbelt
Limits: From Brand Road to Ranger Drive
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), prohibits discrimination on the basis of sex.
- d. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education program or activities (20 U.S.C. 1681 et. seq.).
- E. Civil Rights Restoration Act: The Civil Rights Restoration Act of 1987 (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs and activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not.
- F. Minority Populations: Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- G. Limited English Proficiency: Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Engineer must take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100).

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT – CITY OF GARLAND

THE STATE OF TEXAS

By: _____
Bryan Bradford
City Manager

By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date: _____

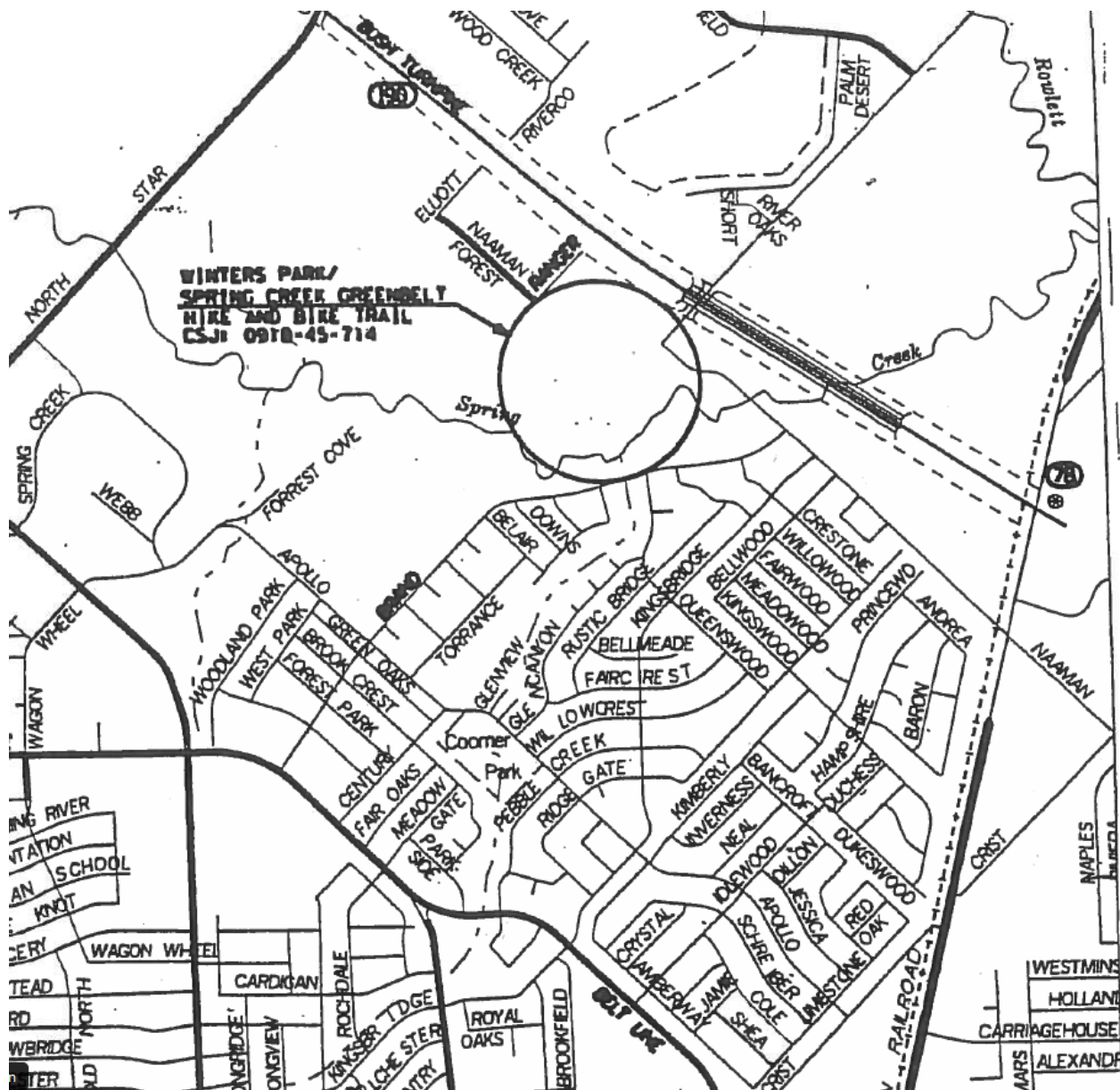
Date: _____

CSJ #: 0918-45-714
District #: 18 - Dallas
Code Chart 64 #: 15800
Project: Winters Park/Spring Creek Greenbelt
Limits: From Brand Road to Ranger Drive
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

CSJ #: 0918-45-714
 District #: 18 - Dallas
 Code Chart 64 #: 15800
 Project: Winters Park/Spring Creek Greenbelt
 Limits: From Brand Road to Ranger Drive
 Federal Highway Administration
 CFDA Title: Highway Planning and Construction
 CFDA No.: 20.205
 Not Research and Development

ATTACHMENT B PROJECT LOCATION



CSJ #: 0918-45-714
 District #: 18 - Dallas
 Code Chart 64 #: 15800
 Project: Winters Park/Spring Creek Greenbelt
 Limits: From Brand Road to Ranger Drive
 Federal Highway Administration
 CFDA Title: Highway Planning and Construction
 CFDA No.: 20.205
 Not Research and Development

ATTACHMENT C

PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Costs will be allocated based on 80% Federal Funding and 20% Local Funding until the Federal Funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

The Project cost is to be as follows:

ENGINEERING ACTIVITIES							
DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost	%	Cost
Environmental (by State)	\$100,000.00	80%	\$80,000.00	0%	\$0.00	20%	\$20,000.00
Preliminary Engineering (by Local)	\$140,864.00	80%	\$112,691.00	0%	\$0.00	20%	\$28,173.00
Direct State Cost – State Review	\$11,460.00	80%	\$9,168.00	0%	\$0.00	20%	\$2,292.00
Direct State Cost – Environmental	\$100.00	80%	\$80.00	0%	\$0.00	20%	\$20.00
Direct State Cost – Right of Way	\$100.00	80%	\$80.00	0%	\$0.00	20%	\$20.00
Direct State Cost – Utilities	\$100.00	80%	\$80.00	0%	\$0.00	20%	\$20.00
TOTAL	\$252,624.00		\$202,099.00		\$0.00		\$50,525.00
CONSTRUCTION ACTIVITIES							
Construction (by Local)							
Cat.5	\$1,306,008.00	80%	\$1,044,806.00	0%	\$0.00	20%	\$261,202.00
Local	\$547,202.00	0%	\$0.00	0%	\$0.00	100%	\$547,202.00
SUBTOTAL	\$1,853,210.00		\$1,044,806.00		\$0.00		\$808,404.00
Direct State Cost – State Inspection							
Local	\$69,730.00	0%	\$0.00	0%	\$0.00	100%	\$69,730.00
Indirect State Cost @ 6.38%	\$ 118,234.80	0%	\$0.00	100%	\$118,234.80	0%	\$0.00
TOTAL (Construction Activities)	\$2,041,174.80		\$1,044,806.00		\$118,234.80		\$878,134.00
TOTAL (Engr. and Const. Activities)	\$2,293,798.80		\$1,246,905.00		\$118,234.80		\$928,659.00

The total estimated the Local Government participation = \$928,659.00

Initial payment for State Engineering cost (\$20,000) and Engineering Review (\$2,352) – the Local Government paid \$22,352.00 on 07/03/2006 to the State

Second payment for Construction Inspection – the Local Government paid \$69,730.00 on 11/12/2015 to the State

Total Payment by the Local Government to the State on full execution of this Agreement = \$0

This is an estimate. The final amount of the Local Government participation will be based on actual costs.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

Agenda Item 6.

Meeting Date: September 20, 2016

Item Title: City Center Development - Acquisition of Ground Level of Tract B

Submitted By: John Baker, Assistant City Manager

Summary of Request/Problem

At the September 6, and September 19, 2016 Work Session, the City Council considered the final transactional agreements associated with Tract B of the City Center development, providing for the acquisition of the first level as office space for the Economic Development Department. The transactional agreements include: 1st Amendment to the Ground Lease, Reciprocal Easements and Operating Agreement, Purchase Agreement and Bill of Sale. The agreements were reviewed and prepared by the City Attorney's Office.

Recommendation/Action Requested and Justification

Council is requested to consider approving a resolution 1) authorizing the City Manager to execute a purchase agreement and ancillary documents for the purchase of real property improvements located at 203 N. Fifth Street, 2) authorizing the Mayor of the City of Garland to execute the first amendment to the ground lease related to the property, and 3) providing an effective date.

Attachments

Resolution for Acquisition of Ground Level of Tract B

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT AND ANCILLARY DOCUMENTS FOR THE PURCHASE OF REAL PROPERTY IMPROVEMENTS LOCATED AT 203 N. FIFTH STREET ("PROPERTY"); AUTHORIZING THE MAYOR OF THE CITY OF GARLAND TO EXECUTE THE FIRST AMENDMENT TO THE GROUND LEASE AND THE RECIPROCAL EASEMENT AND OPERATING AGREEMENT RELATED TO THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garland is the owner of the real property in Dallas County, Texas, commonly known as 203 N. Fifth Street;

WHEREAS, pursuant to that certain Ground Lease dated as of August 1, 2013, Oaks City Center, LLC ("OCC"), is the ground lessee of the Property;

WHEREAS, OCC has constructed a three story mixed use building on the Property (the "Building"). The City desires to acquire the improvements on the first floor of the Building for use as office space (the "COG Space"). The second and third floors will be used by OCC as five rental apartments (the "City Lofts"); and

WHEREAS, the City and OCC desire to memorialize their respective rights and obligations in the purchase, operation, maintenance, repair, and replacement of the COG Space improvements and the OCC City Lofts improvements and easements associated therewith;

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

Section 1

That the City Manager is hereby authorized to execute the Purchase Agreement, in the form and substance attached hereto as Exhibit "A" and incorporated herein by reference, and any ancillary documents related to the purchase of those certain improvements located on the Property.

Section 2

That the Mayor is hereby authorized to execute the First Amendment to the Ground Lease and the Reciprocal Easement

and Operating Agreement, which are included as exhibits to the Purchase Agreement.

Section 3

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

PASSED AND APPROVED this the ____ day of _____, 2016.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Regular Session Agenda

Agenda Item 7.

Meeting Date: September 20, 2016

Item Title: Request for Development Assistance from IDI Gazeley, LLC

Submitted By: David Gwin, Economic Development Director

Council Goal: Sustainable Quality Development and Redevelopment

ISSUE

Consider a development incentive request from IDI Gazeley, LLC for a partial rebate of the applicable Roadway Impact Fee required of a proposed new industrial development project.

OPTIONS

1. Approve the staff recommendation for a partial rebate of the required Roadway Impact Fee
2. Not approve a rebate of the applicable Roadway Impact Fee

RECOMMENDATION

Upon 1) construction of a Class A industrial building comprised of at least 494,000 square feet of floor space, 2) realization and maintenance of an assessed facility valuation of at least \$20,000,000 and 3) procurement of a Certificate of Occupancy issued for the subject property, approve a rebate of 35% of the applicable Roadway Impact Fee paid by the developer to the City as required by the proposed industrial project in an amount not to exceed \$100,000.

BACKGROUND

IDI Gazeley, LLC is supervised by Brookfield Property Partners, a \$144 billion global real estate owner, operator and investor. To date, IDI Gazeley has delivered over 250 million square feet of space to the global marketplace, including Garland's 496,000 square feet Jupiter Trade Center located at 3300 Wood Drive.

The proposed site is one of the last sizable undeveloped parcels available for industrial development in Garland. The D/FW industrial market continues to be extremely competitive and Garland needs additional Class A industrial space as part of its overall industrial inventory to help attract higher quality investment and desired users.

CONSIDERATION

1. The developer will construct a 494,000 square feet Class A industrial facility
2. The developer took significant action to identify, accommodate and address the adjacent residential areas' concerns, issues and requests
3. The developer has demonstrated itself as a quality developer with their most recent project, the Jupiter Trade Center, at 3300 Wood Drive
4. The building will not realize or seek Leadership in Energy and Environmental Design (LEED) certification

Attachments

Proposed Economic Development Incentive Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Garland, a Texas home-rule municipality ("City"), and Garland Logistics Center LP, a Delaware limited partnership corporation ("Developer"), acting by and through their respective authorized officers.

RECITALS:

Developer and the City each acknowledge and agree that the following recitals are true and correct and that the same are a material part of this Agreement:

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in productive business enterprises located in certain areas of the City that will increase tax revenue and promote or develop new business enterprises; and

WHEREAS, the Developer proposes to construct improve, develop, and operate a Class A commercial building containing at least 494,000 square feet of floor space to be located at 3600 Leon Drive in the City of Garland, Dallas County, Texas to be known as the "Garland Logistics Center" (the "Project"); and

WHEREAS, the Developer's construction of a Class A commercial building containing at least 494,000 square feet of floor space at 3600 Leon Drive will result in new economic development in the City, including increases in the number of new business operations and the amount of tax revenue and commercial activity within the City; and

WHEREAS, the Project will have a direct and positive economic benefit to the City; and

WHEREAS, the Developer has advised the City that a contributing factor of inducing the Developer to further improve the Property is an agreement by the City to provide an economic development grant to the Developer as set forth herein; and

WHEREAS, the City is authorized by Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide an economic development program, which may include certain grants of public funds, to stimulate business and commercial activity in the City; and

WHEREAS, City hereby finds that this Agreement promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City; and

WHEREAS, the City wishes to provide incentives to the Developer to assist in the economic development of the City; and

WHEREAS, the City has determined, based on information presented to it by the Developer, that making an economic development grant to the Developer in accordance with this Agreement is in accordance with the City's economic development goals and will: (i) further the objectives of the City;

(ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City.

NOW, THEREFORE, the Developer and the City make and enter into this Agreement in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Developer and the City, and agree as follows:

Section 1. Term: This Agreement shall, unless extended or terminated by mutual agreement or as otherwise provided in this Agreement of the Parties, terminate upon the full and complete performance of all obligations and conditions precedent by the Parties.

Section 2. Definitions:

"Impact Fees" means the fees for water facilities and roadway facilities imposed on new development by the City pursuant to Article XI of Chapter 31 of the Garland Code of Ordinances As provided therein, and for clarity in this Agreement, "impact fees" do not include the dedication of property, rights-of-way, or easements for such facilities, or the construction of such improvements, imposed pursuant to the City zoning or subdivision regulations, nor do "impact fees" include fees placed in trust or escrow funds for the purpose of reimbursing developers for oversizing or constructing water or pro rata fees for reimbursement of the City's costs for extending water mains nor charges for water services to a wholesale customer such as a water district, political subdivision or the state, or other wholesale utility customer. In no event shall the total amount of Impact Fees of any nature to be rebated as an Incentive exceed \$100,000.00.

"Incentive" means the rebate of thirty-five percent (35%) of the Impact Fees paid by the Developer to the City to the maximum amount of \$100,000.00.

"Program" means the economic development program for the Project established by the City pursuant to Texas Local Government Code Chapter 380 and this Agreement to promote local economic development and stimulate business and commercial activity within the City.

"Project" has the meaning described in the recitals to this Agreement.

"Property" means that certain real property located at 3600 Leon Drive, City of Garland, Dallas County, and more particularly described in attached Exhibit "A."

Section 3. Developer's Obligations: In consideration of the City's participation in the Program, the following are conditions precedent to the City's payment of the Incentive under this Agreement:

(A) *Tax Appraisal Performance Obligations.* Developer shall construct, improve, and invest in the Property the Project to the extent necessary to create and maintain an appraised value (as reasonably determined by DCAD at the completion of construction) of at least twenty million dollars and no cents (\$20,000,000.00) not including the appraised value associated with the underlying land.

(B) *"Furthering Garland Recognition and Pride".* Developer acknowledges that the City is engaging in and administering the Program to further the economic interests of the people of Garland and that

it is important to the City in that regard that Garland receive recognition for its efforts. In its communications, branding, marketing, and promotions throughout the term of this Agreement, the Developer shall recognize that its Project is located in Garland, Texas rather than "in the Dallas area" or similar non-Garland specific descriptors.

(C) *Use of Garland Services.* The Developer shall be and remain a customer of the City for all solid waste, water, and waste water services throughout the term of this Agreement.

(D) *Local Purchases.* Developer shall make commercially reasonable efforts to purchase within the City of Garland all supplies, materials and equipment related to the Project and its operation so that the tax situs of sales tax revenue from such purchases is in Garland, Texas.

Section 4. City's Obligations:

(A) Subject to the terms and provisions of this Agreement, the City agrees to pay to Developer the Incentive in accordance with the terms and conditions of this Agreement. For clarity and to reiterate, the City will reimburse not more than thirty-five percent (35%) of the Impact Fees paid by the Developer and received by the City for the Project in an amount not to exceed \$100,000.00.

(B) In order to receive payment of the Incentive from the City, Developer shall submit to the Economic Development Director of the City the following documentation:

(1) A copy of the building permit or permits issued by the City for the building to be constructed as part of the Project together with evidence that the permit(s) were issued on or before October 1, 2016;

(2) A copy of certificate of occupancy issued by the City for the building for the Project's location together with evidence that the certificate of occupancy was issued on or before July 31, 2017;

(3) A copy of the receipt for payment or other evidence suitable to the City showing that the Developer paid the City all assessed impact fees and other associated permitting and development fees prior to and during the construction of the Project; and

(4) Evidence showing that the DCAD has determined that the combined ad valorem tax appraised value of the improvements to be constructed as part of the Project totals at least twenty million dollars and no cents (\$20,000,000.00), less the value attributed by DCAD for the real estate on which the building is located.

Section 5. Source of Funds. The Incentive shall be paid only from the impact fees actually received in hand by the City from Developer. No other source of funds is provided for the payment of the Incentive.

Section 6. No Tax Protests. (A) Developer agrees that by submitting to the City a request for the payment of the Incentive under this Agreement, the Developer has (i) fully and finally agreed to the DCAD assessed tax values and the City's tax rate and procedures on which the appraised value of the Property is or will be based without protest or challenge; (ii) will not make any claim for a refund, repayment, or reduction of those taxes from any source, including the City; and (iii) waives, to the extent allowed by law, the right to protest, challenge or otherwise contest the tax in any manner.

Developer shall promptly notify the City in writing if Developer receives any form of refund, repayment, or rebate of taxes that have been the basis of the calculation of the appraised value of the Property under this Agreement and shall fully disclose to the City the basis of such refund, repayment or rebate.

(B) Notwithstanding any other provision of this Agreement to the contrary, the Incentive shall not become due in any tax year in which or for which Developer is protesting the appraised value or contesting an ad valorem tax due until the protest is final. Developer shall promptly notify the City in writing of any ad valorem tax protest relating to the Property or any of Developer's tangible personal property located for tax situs purposes on the Property.

Section 7. Force Majeure. All obligations of Developer and City shall be subject to events of "force majeure" which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

Section 8. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

(A) The masculine shall include the feminine and neuter.

(B) References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.

(C) The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.

(D) This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

(E) Unless expressly provided otherwise in this Agreement, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

(F) Use of the words "include" or "including" or similar words shall be interpreted as "including but not limited to" or "including, without limitation."

(G) The recitals to this Agreement are incorporated herein.

Section 9. Remedies. Unless a specific remedy and associated cure period (such as recapture of an amount paid as the Incentive) is set forth elsewhere in this Agreement, in the event of event of default by Developer, the City, as its sole remedy, may terminate all commitments of City under this Agreement after providing the Developer written notice of such default and 90 days to cure such default. If any event of default by the City exists, Developer shall provide written notice of such default to the City; then, the City shall have 90 days to cure such default. In the event the City is not able to cure such default, Developer may pursue such remedies available to it by law or equity, including, specific performance. The City and Developer hereby agree that Section 271.152 of the Texas Local Government Code (relating to a limited waiver of immunity to suit for certain claims) applies to this Agreement regardless whether this Agreement is construed as a governmental or proprietary act of the City.

Section 10. Dispute Resolution and Step Negotiations. The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows:

(A) Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

(B) In the event that any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in this Section, such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase.

(C) Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm. The Parties shall continue to perform each of their respective obligations under this Agreement during the pendency of any dispute; provided that this obligation shall not apply after the termination of this Agreement (except with respect to payments of amounts due and owing under this Agreement).

Section 11. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a Party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other Party.

Section 12. Audits. Each Party has the right, at its sole expense, during normal working hours and upon thirty days' written notice, to examine copies of the relevant portions of the records of the other Party to the extent reasonably necessary to verify the accuracy of any invoice, charge or calculation made pursuant to this Agreement within the twelve month period immediately preceding such notice. Neither Party shall have the right to conduct such an audit more than once during any given twelve month period. If any such examination reveals any inaccuracy in any invoice or calculation, the necessary adjustments in such invoice or calculation, and the payment of any adjustment thereto, shall be paid, with interest at the interest rate provided by the Texas Prompt Payment Act calculated from the date the overpayment or underpayment was made until paid, by the responsible Party within thirty days after it receives an invoice from the other Party setting forth in reasonable detail the calculation of such adjustments.

Section 13. Accommodation of Financing Parties. To facilitate Developer's obtaining of financing to construct and operate the Project, City shall make governmentally reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be reasonably requested by Developer or the Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects, or could reasonably be expected to have or result in a material adverse effect on, any of City's rights, benefits, risks or obligations under this Agreement. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties.

Section 14. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Section 15. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; provided that Developer may, without the City's consent, assign this Agreement to a wholly-owned subsidiary or affiliate of Developer. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or performance by a party with whom Developer or its affiliates contract shall be deemed to be performance by Developer.

Section 16. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory.

Section 17. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 18. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either party or its counsel in person, via an express mail service or via courier or via receipted facsimile transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person, next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
200 N. Fifth Street
P.O. Box 469002
Garland Texas 75046-9002
Attn: City Manager
Phone: (972) 205-2000
Fax: (972) 205-2504

If to Developer:

IDI Gazeley
55420 LBJ Freeway
Suite 1275
Dallas, TX 75240
Attn: Doug Johnson
Phone: (972) 560-7000
Fax: (972) 560-7030

With a required copy to:

City Attorney
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-2380
Fax: (972) 205-2389

Economic Development Director
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-3800
Fax: (972) 205-3801

Section 19. Employment of Undocumented Workers. During the term of this Agreement the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of the Annual Grants and any other funds received by the Developer from the City as of the date of such violation within 120 business days after the date the Developer is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section in relation to any workers employed by a subsidiary, affiliate, or franchisee of the Developer or by a person with whom the Developer contracts.

Section 20. Non-Collusion. Developer represents and warrants that neither Developer nor anyone on Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

Section 21. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 22. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

EXECUTED and effective as of the _____ day of _____, 2016.

DEVELOPER

**Garland Logistics Center, LP,
A Delaware limited partnership**

By:  _____

Name: Doug Johnson

Title: Senior Vice President - Regional Director

Date Executed: 9/02/2016

CITY
City of Garland, a Texas home-rule municipality

By: _____
Bryan Bradford
City Manager

Date Executed: _____

Approved as to Content:

By: _____
David Gwin, AICP, CEcD
Director of Economic Development

WALL STREET

NEW ACCESS ROAD

PROJECT INFORMATION

LAND ACREAGE	29.053
BUILDING	0 SF
OCCUPIED	494,000 SF
AVAILABLE	494,000 SF
TOTAL	494,000 SF
PARKING SPACES	469
TRAILER PARKING SPACES	96
TRUCK DOCK POSITIONS	96

27 TRAILER SPACES @ 12'

27 TRAILER SPACES @ 12'

42 TRAILER SPACES @ 12'

DETENTION AREA 2

DETENTION AREA 1

130' / 185' TRUCK COURT

DUMPSTER ENCLOSURE WITH 8' HIGH MASONRY WALLS

LEON ROAD

76 PARKING SPACES

GARLAND LOGISTICS CENTER

494,000SF

32' CLEAR HEIGHT

316 PARKING SPACES

79 PARKING SPACES

TOWNGATE DRIVE

PRIVATE ALLEY

GRAPHIC SCALE
0 30 60 120

GREENWAY DRIVE



MACGREGOR ASSOCIATES ARCHITECTS
2727 Paces Ferry Road SE
Atlanta, Georgia 30339
770-952-0400

IDI Gazeley
Brookfield Logistics Properties

PROJECT NUMBER: 2015-184
SCALE: 1" = 60'-0"

GARLAND LOGISTICS CENTER
GARLAND, TEXAS

SP
SITE PLAN
08/23/16



GARLAND PLANNING REPORT

City Council Regular Session Agenda

Agenda Item 8. a.

Meeting Date: September 20, 2016

Item Title: Z 16-19 Jay Woo

Submitted By: Will Guerin, Planning Director

REQUEST

Approval of 1) a Detail Plan for Restaurant, Drive-Through and 2) a Specific Use Provision for a Restaurant, Drive-Through on property zoned Planned Development (PD) 13-32 District for (Limited) Community Retail.

OWNER

Happy Dream, Inc.

PLAN COMMISSION RECOMMENDATION

On August 22, 2016, the Plan Commission by a vote of eight (8) to zero (0) recommended approval of 1) a Detail Plan for Restaurant, Drive-Through and 2) a Specific Use Provision for a Restaurant, Drive-Through on property zoned Planned Development (PD) 13-32 District for (Limited) Community Retail.

STAFF RECOMMENDATION

Approval of 1) a Detail Plan for Restaurant, Drive-Through and 2) a Specific Use Provision for a Restaurant, Drive-Through for a period of 30 years.

BACKGROUND

In September 2013 City Council approved an amendment to the Concept Plan for Planned Development (PD) 09-20 District for Freeway uses [Community Retail (CR) District uses under the Garland Development Code]. The Planned Development established the development guidelines of twelve (12) commercial lots, (the amended Concept Plan combined lot 10 and 11, reducing the number of development sites from 12 to 11) including the elimination of more intense commercial and industrial uses, while leaving uses that are more retail and general business in nature.

The Planned Development tailored the allowed uses for each lot to be more responsive to the individual lot location. As a result, the lots that are located with frontage along Broadway Boulevard (Lots 1, 9, 10 and 11) were allowed uses that are reliant upon drive-by traffic, such as restaurants. For lots without frontage along Broadway Boulevard (Lots 2-8), the applicant tailored the allowed uses to be more destination-oriented, such as office uses. Prior to development of any of the lots, a Detail Plan and conditions shall be approved through the

public hearing process. Additionally, a Restaurant with Drive-Through is permitted with a Specific Use Provision only. The applicant proposes a Detail Plan and Specific Use Provision request in accordance with the regulations of PD 13-32.

SITE DATA

The subject property contains approximately 0.918 acres and has frontage of approximately 149.02 linear feet along Broadway Boulevard and approximately 265 linear feet along Guthrie Road; the site will be accessible from Guthrie Road and contains a future mutual access drive joining Lots 1 and 2.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Planned Development (PD) 13-32 District for (Limited) Community Retail Uses. The PD limits the uses permitted on the subject property to Restaurant, Restaurant with Drive-Through (with approval of an SUP) and Retail Sales with Gas Pumps (with approval of an SUP). The proposed use is consistent with the intended development of the subject site.

CONSIDERATIONS

- 1. Detail Plan and Specific Use Provision:** The applicant requests a Detail Plan and Specific Use Provision to develop 0.918 acres with a 3,030 square-foot Captain D's restaurant with drive-through. The restaurant is the second establishment of a larger mixed-use development prescribed in Planned Development 09-20 and 13-32 (revised). The hours of operation will be 10:30 a.m. to 10:00 p.m. The Captain D's service is predominately drive-thru but this proposal will provide an area dedicated to indoor dining, and approximately 500 square feet dedicated to outdoor dining.
- 2. Screening and Landscape:** The proposed Landscape Plan reflects 28.75% of the site is dedicated to landscaping including the required five (5) large canopy trees and thirty-five (35) shrubs within the fifteen (15) foot wide buffer along Broadway Boulevard [the landscape buffer is setback further than is customary to account for utility, pedestrian, storm drainage, and traffic control easements]. Within the ten (10) foot wide buffer along Guthrie Road are the required eight (8) large canopy trees. No shrubs are required within the buffer along Guthrie Road. Additionally, 24% of the parking area is dedicated to landscaping found within islands and peninsulas, while the parking area is screened from Guthrie Road and Broadway Boulevard with a continuous row of shrubs along the perimeter. The perimeter screening is integrated into the landscape buffers for a more coherent design. The site complies with the Screening and Landscape Standards established in Chapter 4, Article 3 of the Garland Development Code.
- 3. Exterior Elevations:** The proposed facades consist of primarily masonry materials (manufactured stone and stucco) with articulations in the form of façade projections and decorative awnings. The building utilizes varying material colors and styles coupled with wall articulations to create an aesthetic unique to the Captain D's brand. The application of the articulations, masonry materials and color provides visual depth and is consistent with the City's goal to create aesthetically pleasing and quality built environments.
- 4. Signage:** The applicant is proposing to install attached signage, a menu board signage, and freestanding monument signage in accordance with Chapter 4, Article 5.

5. **Parking:** Chapter 4, Article 2 requires one (1) parking space for every 100 square feet of gross floor area for restaurant uses (including outdoor dining areas). The Detail Plan reflects 31 parking spaces to accommodate the restaurant, satisfying the parking requirement for the proposed use.
6. The applicant requests a Specific Use Provision for a period of 30 years.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Community Centers for the subject property. Community Centers are areas with compact development, primarily non-residential, serving a collection of neighborhoods. This type of development consists of a mix of uses including retail, services, office use, multi-family residential, and entertainment.

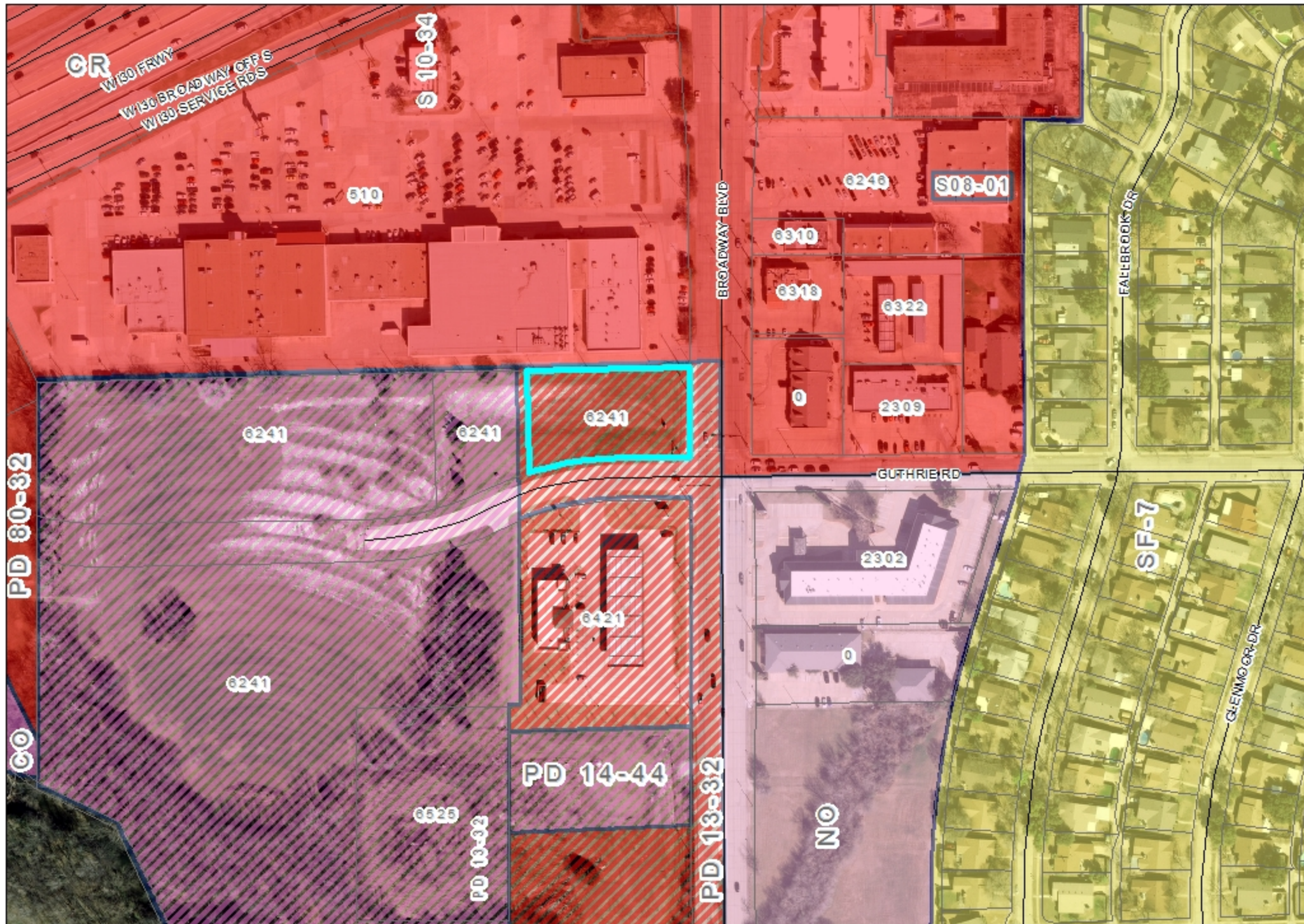
Community Centers may be developed at the intersections of major arterial streets and along major arterials, highways, and turnpike corridors. This type of area is served by numerous roads and transit routes, providing a variety of connections between neighborhoods and Community Centers for pedestrians, bicycles, motorized vehicles, and transit.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The area to the north of the subject property is zoned Community Retail (CR) District and is generally retail and commercial in nature. The property located to the east of the site, across Broadway Boulevard, is zoned Community Retail (CR) District and is comprised of retail and office uses. The property to the south across Guthrie and immediately to the west is within the same Planned Development as the subject site. The proposed use is consistent with the development design and intent of Planned Development (PD) 13-32. Further, the uses within Planned Development (PD) 13-32 were customized to be compatible and complimentary with the surrounding zoning and land uses.


Attachments

Z 16-19 Jay Woo Attachments
Z 16-19 Jay Woo Replies



0 100 200 Feet
1 inch = 200 feet

ZONING Z 16-19

 INDICATES AREA OF REQUEST

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 16-19

6327 Broadway Boulevard

- I. Statement of Purpose:** The purpose of this Planned Development District is to permit the development of a Restaurant with Drive-Through on the subject property subject to conditions.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Community Retail (CR) District set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- A. Detail Plan: Development shall be in general conformance with the Detail Plan set forth in Exhibit C. In the event of a conflict between the Detail Plan and the following conditions, the conditions shall prevail.
- V. Specific Regulations:**
- A. Permitted Uses: No uses shall be permitted except for a Restaurant, Drive-Through.
- B. Screening and Landscaping: Screening and landscaping shall be provided as reflected on Exhibit D.
- C. Building Elevations: The building elevations shall be in general conformance with Exhibit E.
- D. Signage: Attached signage shall be located as shown in Exhibit E. The development shall contain monument signage in conformance with Chapter 4, Article 5 of the Garland Development Code.

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 16-19

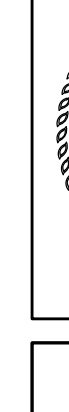
6327 Broadway Boulevard

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to permit the development of Restaurant, Drive-Through.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Community Retail (CR) District set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Specific Regulations:**
 - A. Specific Use Provision:** The Specific Use Provision shall be effective for a period of 30 years.

Captain D's Seafood Kitchen Lot 2R, Block 1 A Portion of Lot IR, Block 1 Belt Line-30 Shopping Center No. 3 Replat CC# L090900265772, P.R.D.I.C.T. Dallas County, TEXAS 6327 Broadway Blvd., Garland, Texas 0.918 Acres/40,000 SF		Developer/Owner: Happy Dream, Inc. Contact: Eric Kim 9201 Bluewater Drive, Plano, Texas 75025 Ph: 469 358 9800, E-mail: TULYI20@yahoo.com	
ND & Associates, LLC			
2105 Canyon Creek Drive Garland, Texas 75042			
PH: (214) 533 7181			
EMAIL: naim1207@yahoo.com			
FIRM # F - 13340			

No.	Date	Description / Revision
1	6/8/16	SUBMITTAL
2	7/15/16	SUBMITTAL
3	8/12/16	SUBMITTAL
4		

Md. Naim Uddin Khan 8-11-2016



ENGINEER NO. 87776, THESE PLANS WERE PREPARED UNDER THE RESPONSIBLE SUPERVISION OF A PROFESSIONALLY REGISTERED PROFESSIONAL ENGINEER. THE SEAL APPEARING ON THIS DOCUMENT WAS OBTAINED BY MD. NAIM UDDIN KHAN P.E. #87776

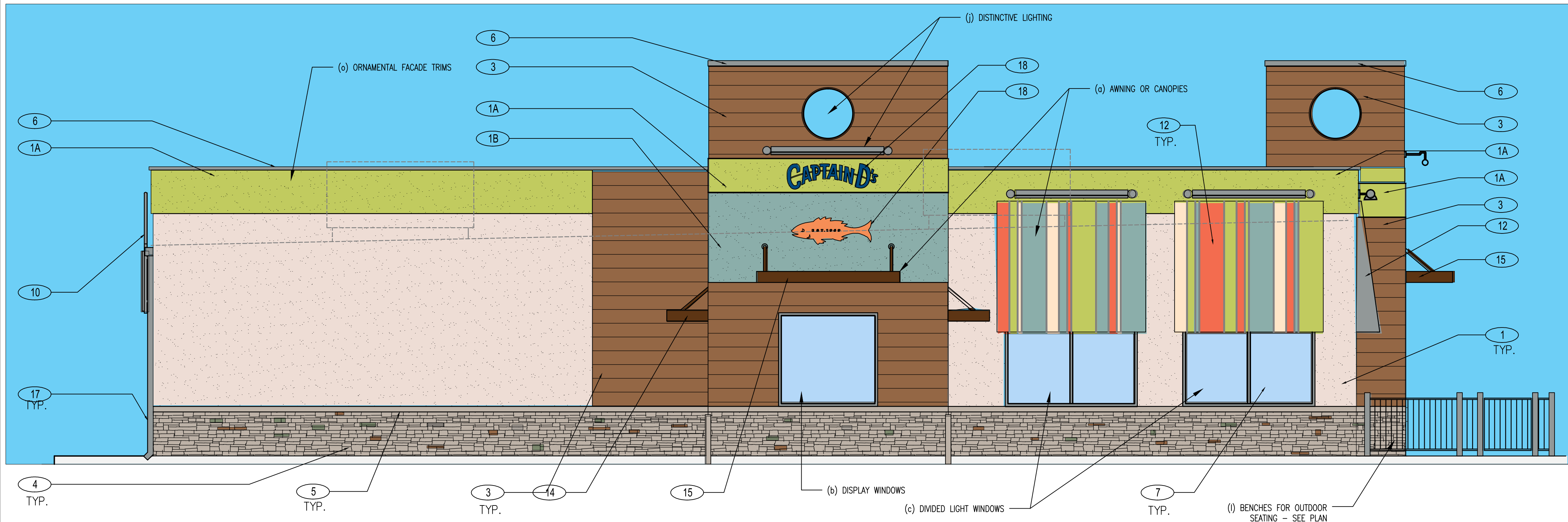
SITE PLAN

DATE: 8/11/16	SCALE: "1"=20'
DRAWN: NDA	CHECKED BY: NDA
PROJECT # 807-GAR-16	
SHEET NO.: 1	



- ## GENERAL PLANT NOTES:
1. USE 1/8" STEEL EDGING (PAINTED GREEN).
 2. USE 3" OF SANDY LOAM AND 3" OF ORGANIC MULCH FOR BED PREPARATIONS. TOTAL BED MIX TO THE DEPTH OF 8" MINIMUM.
 3. SOLID SOD ALL THE LAWN AREAS WITH ST. AUGUSTINE GRASS. REPLACE ALL EXISTING LAWN AREAS DAMAGED IN THE CONSTRUCTION PROCESS.
 4. TOP DRESS ALL THE PLANTING BED AREAS WITH 2" DEEP HARD WOOD MULCH, AFTER THE PLANTING OPERATIONS.
 5. ALL THE PLANTING BED AND LAWN AREAS TO HAVE AUTOMATIC IRRIGATION SYSTEM AS PER STATE OF TEXAS AND CITY OF ROWLET CODES AND REQUIREMENTS.

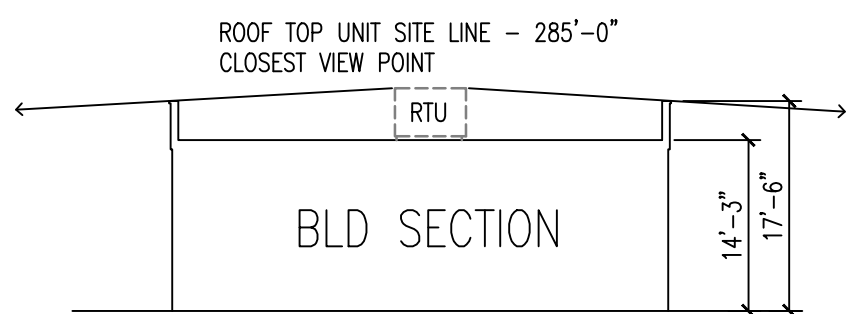
Project Number:
16-017



1 ELEVATION FACING GUNTZIE RD
1/4" = 1'-0"

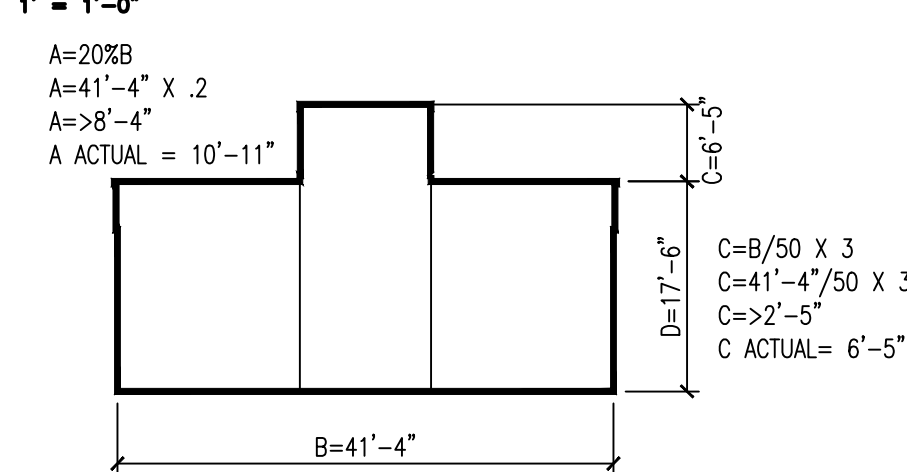
EXTERIOR FINISH SCHEDULE

SYMBOL	MATERIAL	MANUFACTURER/SOURCE	REMARKS
1	STUCCO	HARDCOAT CEMENT STUCCO, PAINTED	CUSTOM COLOR TO MATCH SHERWIN WILLIAMS SW-6651 CHERISH CREAM
1A	STUCCO AS ACCENT BAND	HARDCOAT CEMENT STUCCO, PAINTED	COLOR TO MATCH FROLIC (GREEN) NUMBER - SW6703 FINISH: LIMESTONE TEXTURE
1B	STUCCO AS ACCENT BAND	HARDCOAT CEMENT STUCCO, PAINTED	COLOR TO MATCH DRIZZLE BLUE NUMBER - SW 6479 FINISH: LIMESTONE TEXTURE
2	NOT USED	NOT USED	NOT USED
3	HARDIE SIDING AND TRIM WITH EXTERIOR PAINT	SIDING AND TRIM LAP SIDING WITH 6" EXPOSURE. BLIND NAILING. SHERWIN WILLIAMS EXTERIOR SW 0045 (EXTERIOR) ANTIQUARIAN BROWN	APPLY PAINT PER MANUFACTURE'S SPECIFICATIONS.
4	STACKED MANUFACTURED STONE	MANUFACTURER: BORAL BUILDING CULTURED STONE PRODUCTS OR SIMILAR SOURCE:	COLOR SKYLINE COUNTRY LEDGSTONE PER OWNER'S AND CORP. APPROVAL
5	STONE SILL	MANUFACTURER: BORAL BUILDING PRODUCTS OR SIMILAR SOURCE: 1-800-633-3495	COLOR TO MATCH CULTURED STONE PER OWNER'S APPROVAL
6	PARAPET WALL CAP FLASHING	TO BE SOURCED BY G.C.	ALUM. TRIM @ TOP OF TOWER AND AND BASE OF PILASTERS COLOR: ALUMINUM FINISH: CLEAR
7	STOREFRONT DOOR AND WINDOWS		CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM PER MANUFACTURER'S SPECIFICATIONS
8	KITCHEN DOOR	MANUFACTURER: BY CONTRACTOR PREP/PAINT.	PAINT IF REQUIRED CYBER SPACE (GREY) NUMBER - SW 7076 FINISH: EXTERIOR
9	NOT USED	NOT USED	NOT USED
10	WALL MOUNTED METAL ROOF LADDER	REFERENCE LADDER ELEVATION 4/A4	
11	NOT USED	NOT USED	NOT USED
12	AWNING "A"	BY OTHERS. CENTER ABOVE WINDOW.	
13	AWNING "B"	BY OTHERS. CENTER ABOVE WINDOW.	
14	CANOPY "A"	BY OTHERS. CENTER ABOVE DOOR.	
15	CANOPY "B"	BY OTHERS. CENTER ABOVE WINDOW.	
16	DRIVE-THRU CANOPY	BY OTHERS. CENTER ABOVE WINDOW	
17	SEAMLESS GUTTER AND DOWNSPOUT	PREP. / PAINT. REFERENCE DRAWINGS, SECTIONS AND DETAILS	
18	SIGNAGE	BY OTHERS	

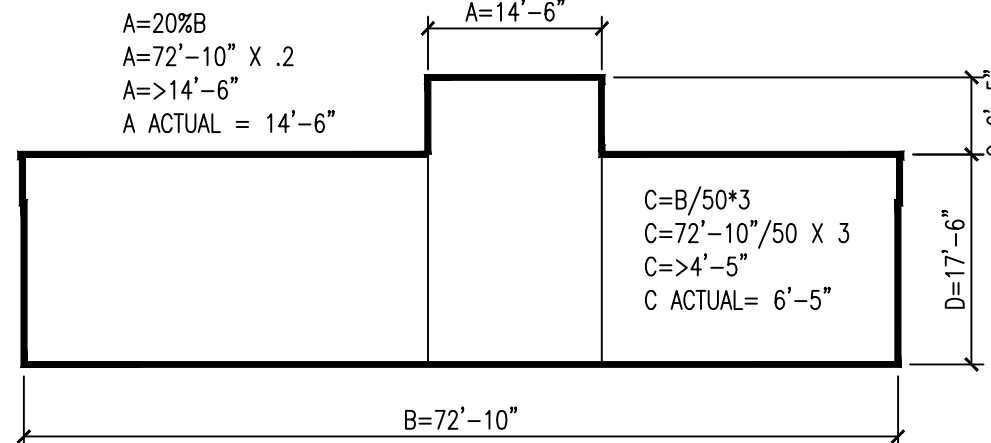


ARCHITECTURAL ELEMENTS
(6) REQUIRED ELEMENTS FROM SECTION 4.83 (B)
(a) AWNINGS OR CANOPIES
(b) DISPLAY WINDOWS
(c) DIVIDED LIGHT WINDOWS
(j) DISTINCTIVE LIGHTING FEATURES
(i) BENCHES FOR OUTDOOR SEATING - SEE PLAN
(o) ORNAMENTAL FACADE TRIMS

ROOF TOP UNIT SCREENING

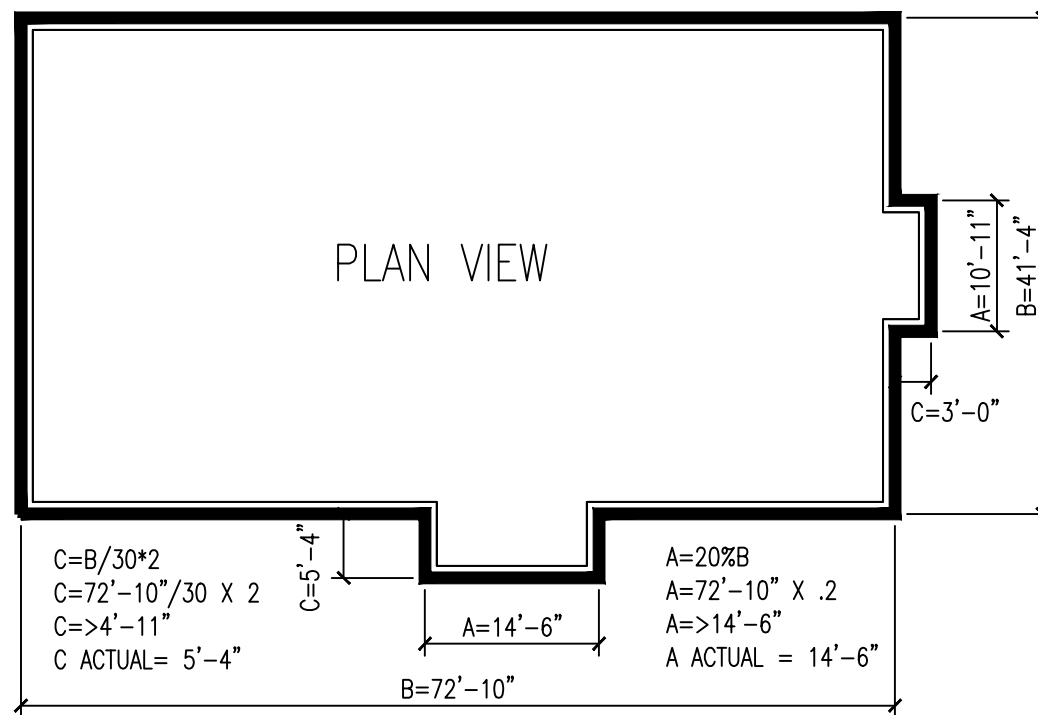


BROADWAY ROAD ELEVATION



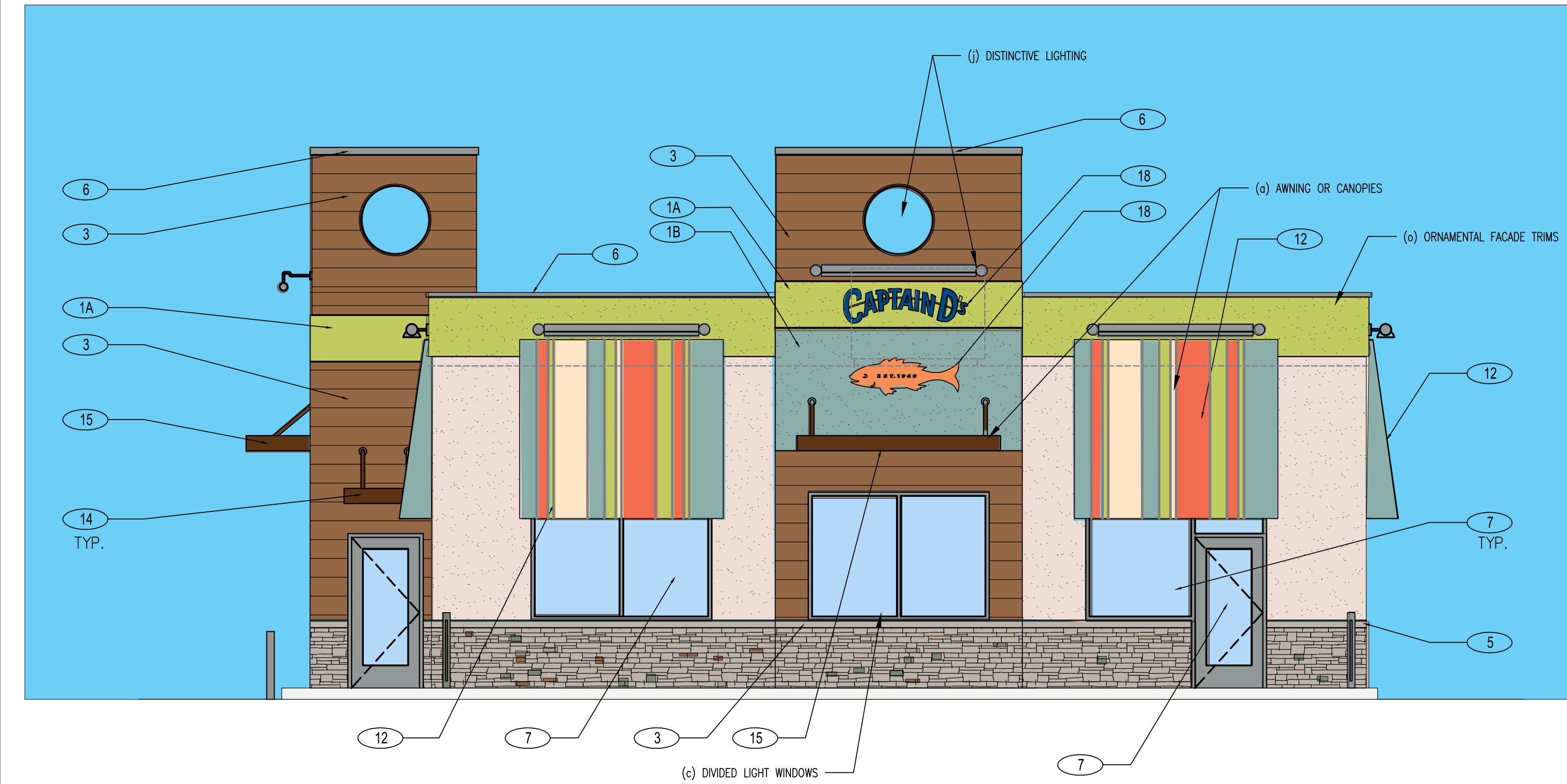
GUNTZIE ROAD ELEVATION

VERTICAL BUILDING ARTICULATION
1' = 1'-0"
PER ILLUSTRATION 4-7



GUNTZIE ROAD FACING

HORIZONTAL BUILDING ARTICULATION
1' = 1'-0"
PER ILLUSTRATION 4-7



2 ELEVATION FACING BROADWAY
1/4" = 1'-0"

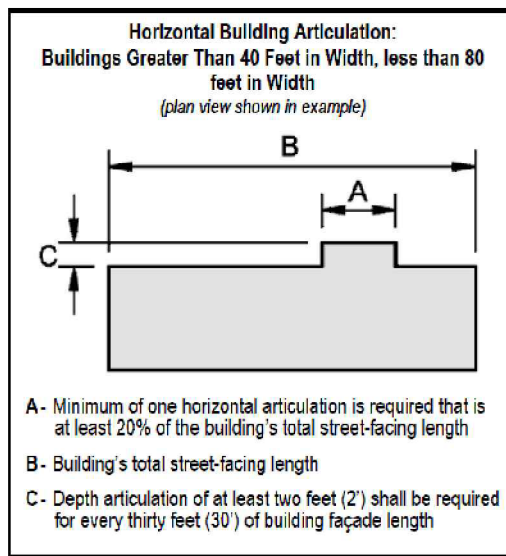
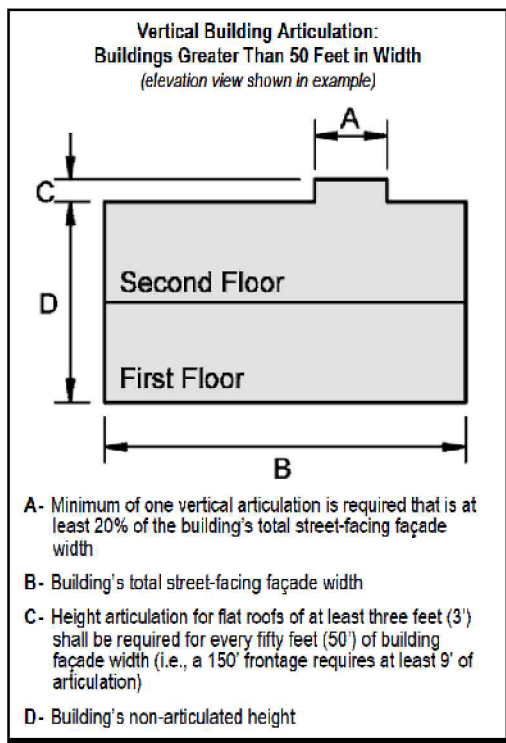


Exhibit E

CAPTAIN D'S - GARLAND TX

NW CORNER OF GUNTZIE & BROADWAY
GARLAND TX, 75043

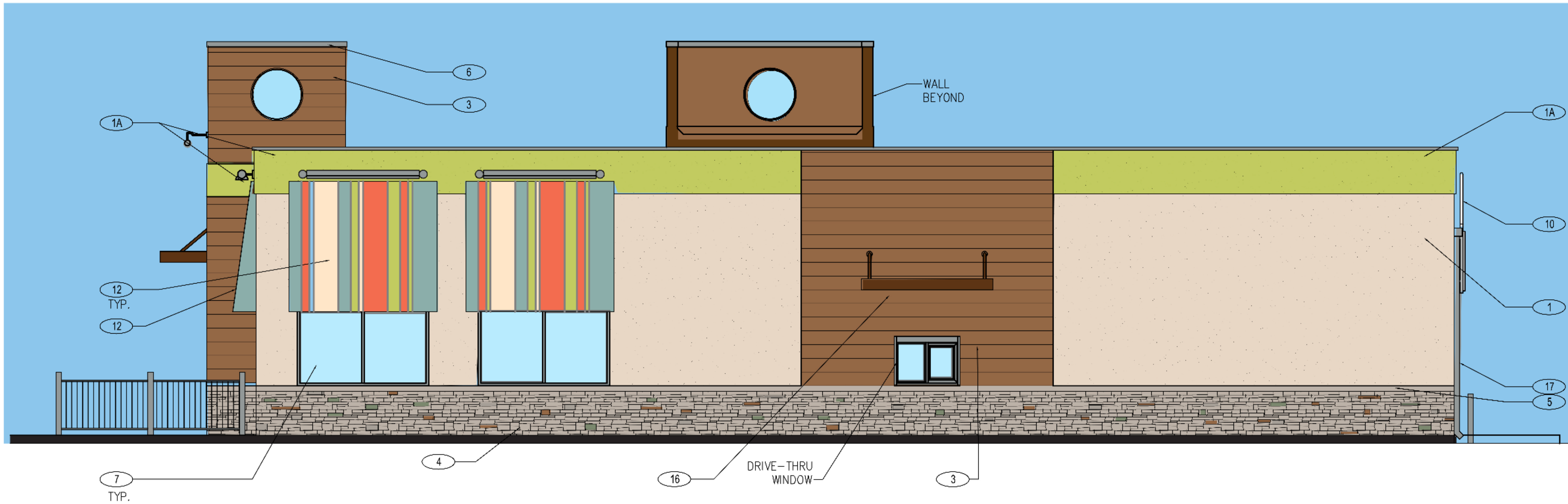
DATE	ISSUE
08.03.16	SUP COMMENTS UPDATE

these plans are the sole intellectual property of hyer creative they may not be used by or disclosed to any other entity without the written permission of hyer creative

SHEET TITLE

ELEVATIONS

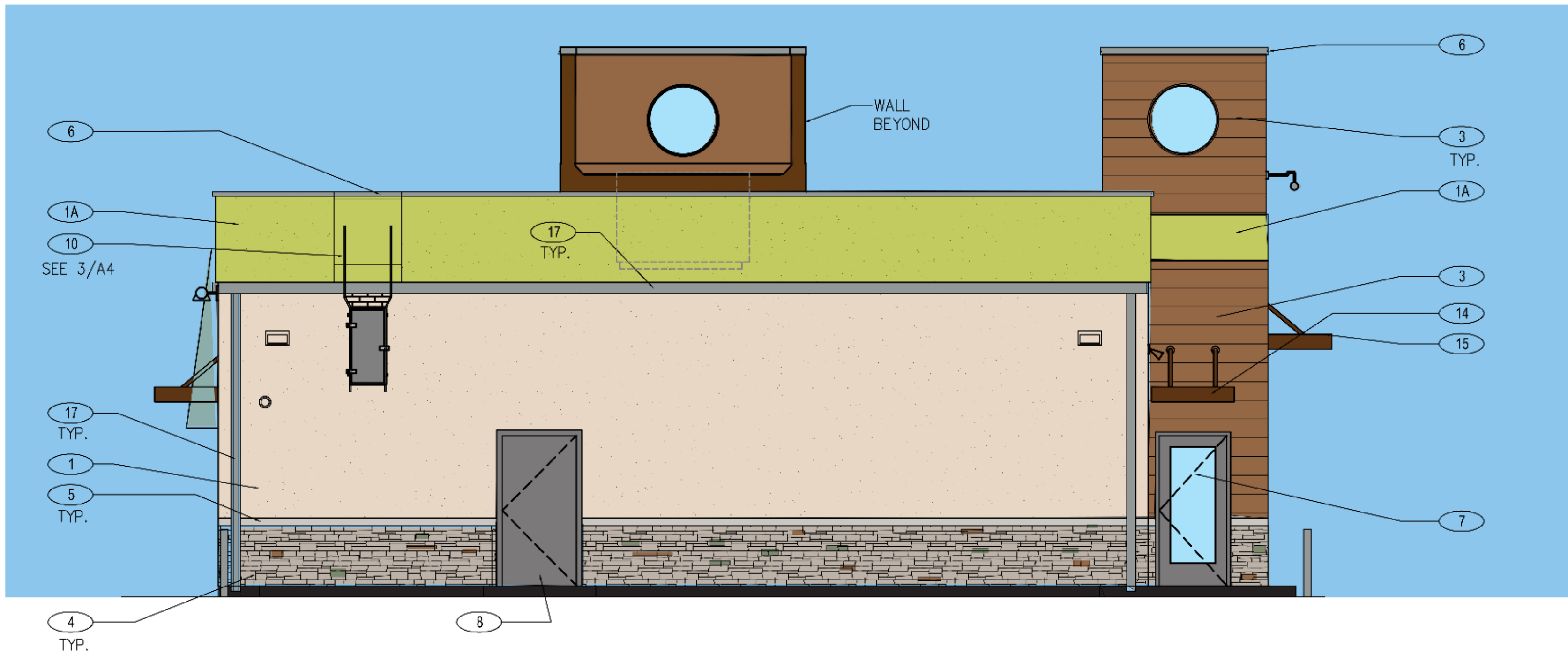
SUP



1 ELEVATION @ SIDE DRIVE THRU
1/4" = 1'-0"

EXTERIOR FINISH SCHEDULE

SYMBOL	MATERIAL	MANUFACTURER/SOURCE	REMARKS
1	STUCCO	HARDCOAT CEMENT STUCCO, PAINTED	CUSTOM COLOR TO MATCH SHERWIN WILLIAMS SW-6651 CHERISH CREAM
1A	STUCCO AS ACCENT BAND	HARDCOAT CEMENT STUCCO, PAINTED	COLOR TO MATCH FROLIC (GREEN) NUMBER - SW6703 FINISH: LIMESTONE TEXTURE
1B	STUCCO AS ACCENT BAND	HARDCOAT CEMENT STUCCO, PAINTED	COLOR TO MATCH DRIZZLE BLUE NUMBER - SW 6479 FINISH: LIMESTONE TEXTURE
2	NOT USED	NOT USED	NOT USED
3	HARDIE SIDING AND TRIM WITH EXTERIOR PAINT	SIDING AND TRIM LAP SIDING WITH 6" EXPOSURE; BLIND NAILING. SHERWIN WILLIAMS EXTERIOR SW 0045 (EXTERIOR) ANTIQUARIAN BROWN	APPLY PAINT PER MANUFACTURE'S SPECIFICATIONS.
4	STACKED MANUFACTURED STONE	MANUFACTURER: BORAL BUILDING CULTURED STONE PRODUCTS OR SIMILAR SOURCE:	COLOR SKYLINE COUNTRY LEDGSTONE PER OWNER'S AND CORP. APPROVAL
5	STONE SILL	MANUFACTURER: BORAL BUILDING PRODUCTS OR SIMILAR SOURCE: 1-800-633-3495	COLOR TO MATCH CULTURED STONE PER OWNER'S APPROVAL
6	PARAPET WALL CAP FLASHING	TO BE SOURCED BY G.C.	ALUM. TRIM @ TOP OF TOWER AND AND BASE OF PILASTERS COLOR: ALUMINUM FINISH: CLEAR
7	STOREFRONT DOOR AND WINDOWS		CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM PER MANUFACTURER'S SPECIFICATIONS
8	KITCHEN DOOR	MANUFACTURER: BY CONTRACTOR PREP/PAINT.	PAINT IF REQUIRED CYBER SPACE (GREY) NUMBER - SW 7076 FINISH: EXTERIOR
9	NOT USED	NOT USED	NOT USED
10	WALL MOUNTED METAL ROOF LADDER	REFERENCE LADDER ELEVATION 4/A4	
11	NOT USED	NOT USED	NOT USED
12	AWNING "A"	BY OTHERS. CENTER ABOVE WINDOW.	
13	AWNING "B"	BY OTHERS. CENTER ABOVE WINDOW.	
14	CANOPY "A"	BY OTHERS. CENTER ABOVE DOOR.	
15	CANOPY "B"	BY OTHERS. CENTER ABOVE WINDOW.	
16	DRIVE-THRU CANOPY	BY OTHERS. CENTER ABOVE WINDOW	
17	SEAMLESS GUTTER AND DOWNSPOUT	PREP. / PAINT. REFERENCE DRAWINGS, SECTIONS AND DETAILS	
18	SIGNAGE	BY OTHERS	



2 ELEVATION @ REAR
1/4" = 1'-0"

Captain D's Garland TX Exterior Building Materials 08.03.16		
Elevation Facing Broadway		
Material	SF	%
Stacked Manufactured Stone	114	18%
Hard Coat Stucco	426	68%
Hardie Siding	85	14%
Total Square Footage	625	
Elevation Facing Guntrie		
Material	SF	%
Stacked Manufactured Stone	218	18%
Hard Coat Stucco	747	62%
Hardie Siding	236	20%
Total Square Footage	1201	
Elevation @ Side Drive Thru		
Material	SF	%
Stacked Manufactured Stone	219	19%
Hard Coat Stucco	727	63%
Hardie Siding	206	18%
Total Square Footage	1152	
Elevation @ Rear		
Material	SF	%
Stacked Manufactured Stone	124	18%
Hard Coat Stucco	560	82%
Hardie Siding	0	0%
Total Square Footage	684	
Building Totals		
Material	SF	%
Stacked Manufactured Stone	675	18%
Hard Coat Stucco	2460	67%
Hardie Siding	527	14%
Total Square Footage	3662	
Total Masonry - Stacked Manufactured Stone + Stucco		85%

Exhibit E

CAPTAIN D'S - GARLAND TX
NW CORNER OF GUNTHERIE & BROADWAY
GARLAND TX, 75043

DATE	ISSUE
08.03.16	SUP COMMENTS UPDATE

these plans are the sole intellectual property of hyer creative they may not be used by or disclosed to any other entity without the written permission of hyer creative

SHEET TITLE
ELEVATIONS

SUP2

COPYRIGHT HYER CREATIVE 2018

REPORT & MINUTES

P.C. Meeting, August 25, 2016 (8 Members Present)

Consideration of the application of Jay Woo, requesting approval of 1) a Detail Plan for Restaurant, Drive-Through and 2) a Specific Use Provision for a Restaurant, Drive-Through on property zoned Planned Development (PD) 13-32 District for (Limited) Community Retail. This property is located at 6327 Broadway Boulevard. (District 4) (File Z 16-19) (This item was postponed from the August 8, 2016 Plan Commission Meeting.)

The applicant was available for questions. There were no questions of this applicant.

Motion was made by Commissioner O'Hara, seconded by Commissioner Welborn to approve the request per staff recommendation. **Motion carried: 8 Ayes, 0 Nays**



0 90 180 Feet
1 inch = 200 feet

ZONING Z 16-19

INDICATES AREA OF REQUEST

We did not receive any responses for this request.



GARLAND PLANNING REPORT

City Council Regular Session Agenda

Agenda Item 8. b.

Meeting Date: September 20, 2016

Item Title: Z 16-28 Henry Company, LLC

Submitted By: Will Guerin, Planning Director

REQUEST

Approval of a Specific Use Provision for High Risk Use on a property zoned Industrial (IN) District.

OWNER

Henry Company, LLC

PLAN COMMISSION RECOMMENDATION

On August 22, 2016 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of Specific Use Provision for a High Risk Use for a period of twenty (20) years.

STAFF RECOMMENDATION

Approval of a Specific Use Provision for a High Risk Use for a period of twenty (20) years. The Fire Department has reviewed the industrial manufacturing activity and has no objection to the Specific Use Provision for a High Risk Use.

BACKGROUND

The subject property contains a roofing materials manufacturing use. The current Paraffin Wax Emulsions and water-based roof coating production will continue. The business desires to produce roofing underlayment, air barriers, and water proofing products using a new roofing roll goods line manufactured by Boato, Inc. This modification requires a Specific Use Provision for High Risk Use.

SITE DATA

The subject property contains 3.46 acres and has approximately 500 lineal feet of frontage along Miller Park Drive. The site is accessed from Miller Park Drive.

USE OF PROPERTY UNDER CURRENT ZONING

The Industrial (IN) district is intended to provide for a wide range of industrial uses that are generally not compatible adjacent to residential neighborhoods, and may or may not be compatible with some nonresidential uses. Such uses include manufacturing, processing, assembling, research and development, and warehousing and distribution. The Industrial (IN) district also accommodates support services for industrial development such as office, commercial, personal and professional services, and limited retail activities. The Industrial (IN) district regulations are designed to ensure compatibility among the various uses allowed in the district, and to protect adjacent non-industrial development from potentially incompatible uses and conditions.

CONSIDERATIONS

1. The applicant is proposing to continue the operation of the existing manufacturing facility to produce roofing materials and to use a new roofing roll goods line. The Garland Development Code requires a Specific Use Provision for High Risk Use. This use is classified as a High Risk Use due to the type of materials used in the manufacturing of the roofing materials. The Fire Department has reviewed the proposal and has no objection to the use at this location.
2. The existing building and paving will remain unchanged; interior building improvements are proposed. A fence is proposed to enclose the back yard area of the property.
3. The applicant requests a Specific Use Provision for a period of 20 years.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Industry Center for the subject property. Industry centers provide a cluster of trade and industry that cumulatively employ large numbers of people. Operations within this development type may require substantial infrastructure and may result in more significant negative impacts (sound, air, traffic, outdoor lighting, storage, etc.). Operations may include such elements as semi-truck traffic, loading docks, and visible outdoor storage. Overall, the architecture, character, scale, and intensity should be compatible with adjacent development types. Industry centers are generally located along major arterial streets, and highways and at significant transit areas (bus/rail). Site design addresses function and visual aesthetics that provide appropriate buffering at gateway corridors, between adjacent developments, and for residential neighborhoods.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

Existing development in this area is industrial. The nearest residential development is approximately 2,300 feet to the north (slightly less than one-half mile away).

Attachments

Z 16-28 Henry Company Attachments
Z 16-28 Henry Company Replies
Z 16-28 Applicants Presentation



0 100 200 Feet
1 inch = 200 feet

ZONING Z 16-28

 INDICATES AREA OF REQUEST

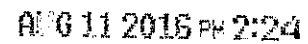
SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 16-28

3802 Miller Park Drive

- I. **Statement of Purpose:** The purpose of this Specific Use Provision is to permit High Risk Use.
- II. **Statement of Effect:** These Specific Use Provisions shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Industrial (IN) District as set forth in Chapter 2 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Specific Regulations:**
 - A. SUP Time Period: The Specific Use Provision for High Risk Use shall be in effect for a period of 20 years.
 - B. Site Layout: The site shall conform to the site layout reflected on Exhibit C.

KEYWORDS



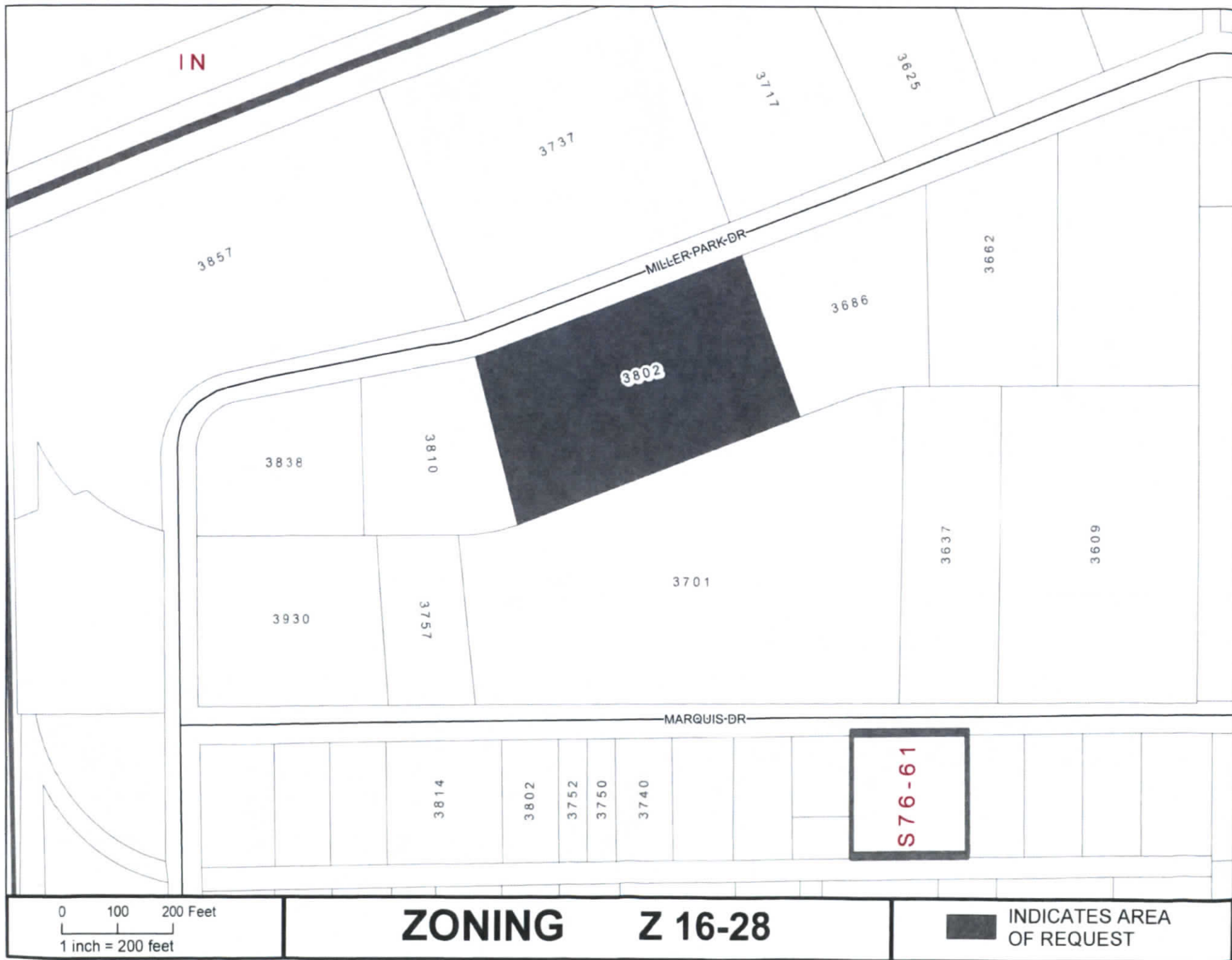
REPORT & MINUTES

P.C. Meeting, August 25, 2016 (8 Members Present)

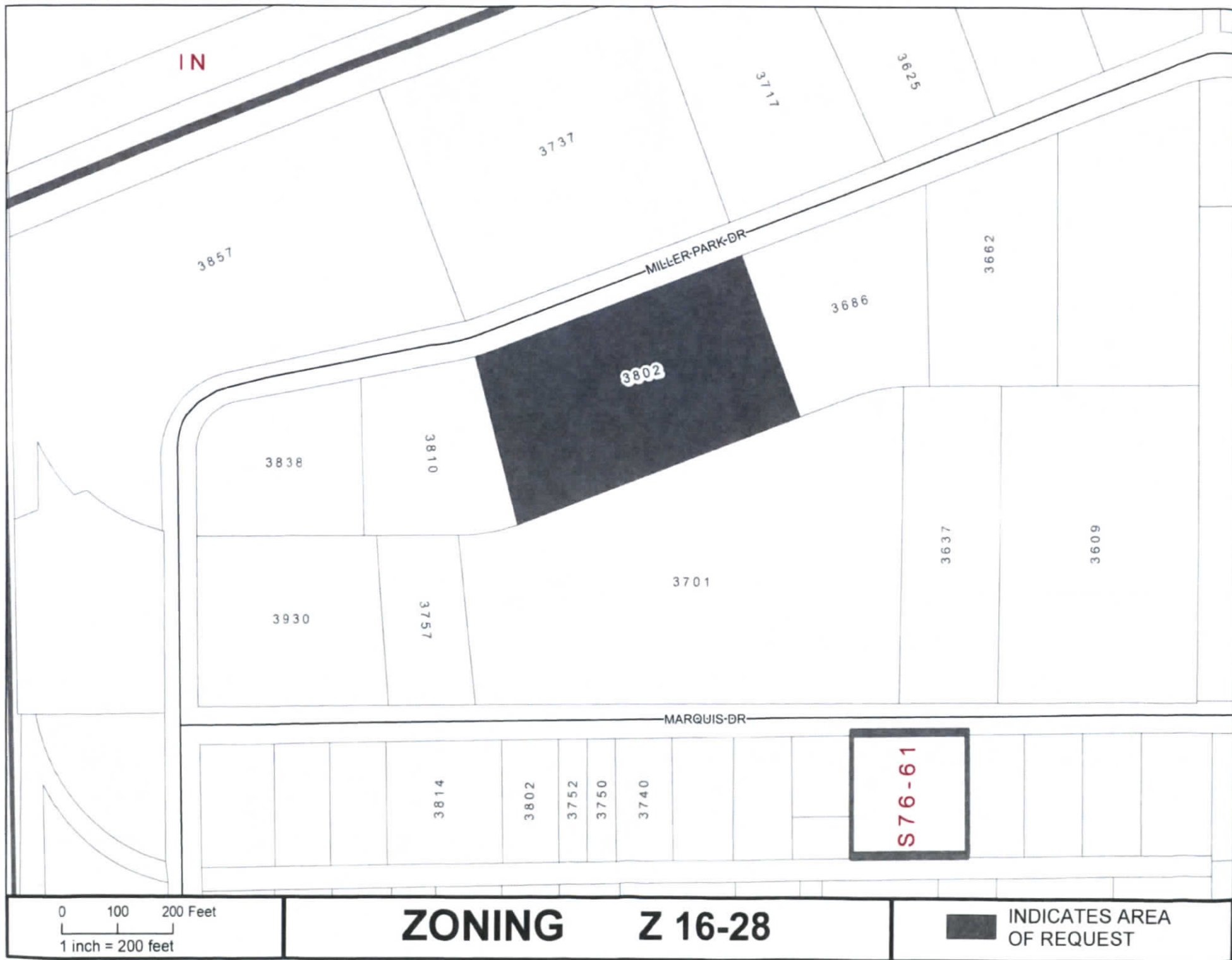
Consideration of the application of Henry Company, LLC requesting approval of a Specific Use Provision for a High Risk Use on property zoned Industrial (IN) District. This property is located at 3802 Miller Park Drive. (District 6) (File Z 16-28)

The applicant was available for questions. There were no questions of this applicant.

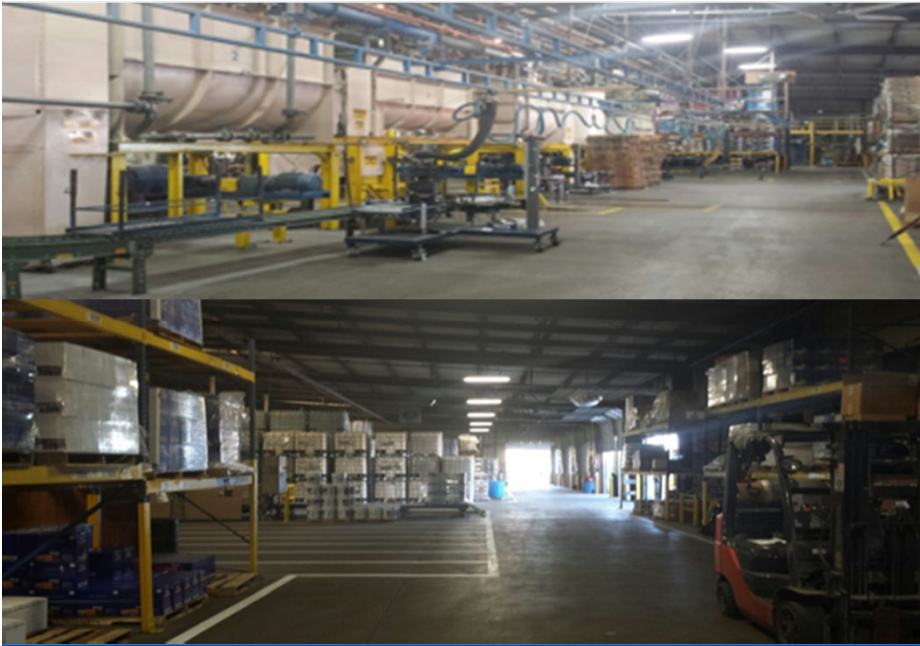
Motion was made by Commissioner Vera, seconded by Commissioner Moore to approve the application per staff recommendation. **Motion carried: 8 Ayes, 0 Nays**



We did not receive any responses for this request.



We did not receive any responses for this request.

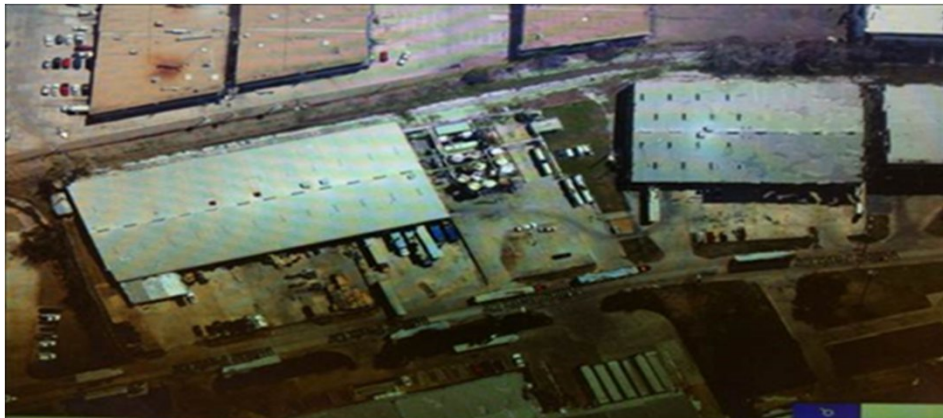


Henry®

Garland

☐ Facility

- Buildings developed in late 1970's
- 3802 Miller Park was occupied by Monsey in early 1980's and purchased building in 1984.
- 1998 Henry Co. purchased Monsey-Bakor. A Canadian manufacturer of roofing underlayment's.
- ~3.8 Acre site with two buildings and an incorporated tank farm between.



☐ Product Mix

- Quarts, 1 gal, 3.5 gal, 5 gal, 50 gal, 55 gal, 275 gal and bulk packaging
- Manufactures and fills bitumen based cutback coatings and cements, wax emulsions, asphalt emulsions, asphalt chemical emulsions and latex based roof coatings

- ❑ Products produced
 - Plant produces asphalt based cements, mastics, roof adhesives, aluminum coatings, chemical and clay emulsions and wax emulsions.

- ❑ Staff
 - 12 Plant Staff
 - 3 Leadership
 - 2 Shipping
 - 7 Manufacturing
 - Current Temporary personnel
 - 3 temps

- ❑ Safety and Environmental
 - Zero LWC
 - No Recordable injuries
 - No Recordable Spills
 - No NOV's for environmental permits or compliance
 - Asphalt Roofing Manufacturing Association
 - Safety Improvement Award
 - Perfect Employee Safety Award

- ❑ Excess production capacity within Henry
 - 1 of 5 plants producing same products
 - No plant running 24 hours 7 days a week
- ❑ Asphalt based roof coatings market not growing fast
 - Push to lower VOC's by Federal, State and Local Municipalities
 - Growth of Latex and Silicone based coatings
- ❑ Lower freight into the West, South and Southeastern Markets
 - Major distributors and suppliers within 250 mile radius
 - Lower inbound cost of raw materials
 - Lower outbound cost of finished goods
- ❑ Lower Cost to produce
 - Freight
 - Raw Material
- ❑ Current production facility in Canada
 - Capacity being exceeded
 - Freight cost into West, South and Southeastern markets counter productive to sales

Henry manufactures roofing underlayment's, air barriers and waterproofing products across three production lines in Petrolia, ON. All lines are capacity constrained.

❑ **All Petrolia lines are at max capacity in 2015**

- Lines 1 and 2 (primarily Eaveguard underlayment's) are approaching capacity and are further constrained in 2015 due to unplanned maintenance downtime
- Line 3 (Blueskin air barriers, Fortifiber flashing tapes) are also capacity constrained which has resulted in customer allocation
- Sales forecasts based on LEK market growth research and management estimates indicate demand for Henry's rolled products will increase by 11.5% through 2019.

❑ **Boato International Fire Plus Combo Line**

- Boato International is a leading European supplier of mod-bit membrane and rolled roofing production lines with over 120 plants installed worldwide
 - 10 plants installed in U.S. Directly
- The Fire Plus combo line can produce all Henry rolled roofing products at lower cost and greater capacity. Henry currently has a capacity for 2.1M rolls – the combo line will increase capacity by up to 1.3M rolls (based on forecasted mix).
- Garland, TX is an ideal location for a new line enabling access to the western and southern US markets at lower freight costs

New combo line will yield an additional \$10.9M in EBITDA by 2019, mostly driven by higher volume. Labor efficiencies and reduced freight will also improve profitability.

- ❑ New line technology with increased automation, lower freight and lower raw material costs
- ❑ New line enables the production of a dual-coated Eaveguard product. Competitors are manufacturing dual-coated products at a lower cost than traditional reinforced ice and water shields.
- ❑ An improved margin position, southern manufacturing and a focused sales force will enable market share gains in the South Central and Midwestern regions.
- ❑ Additional Jobs
 - Will become a 24 hour operation
 - 8-10 Henry employees per shift

