



AGENDA

REGULAR MEETING OF THE CITY COUNCIL

City of Garland

Council Chambers, City Hall

200 North Fifth Street

Garland, Texas

March 18, 2014

7:00 p.m.

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

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

CITY COUNCIL GOALS 2020

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

CONSENT AGENDA

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

1. Consider approval of the minutes of the March 4, 2014 City Council Regular Meeting.
2. Consider approval of the following bids:

a. Replacement EWS and Landfill Trucks Bid No. 4229-14

ATC Freightliner Group	\$ 456,576.00
Bond Equipment Company	2,000,546.00
Heil of Texas	<u>1,268,047.50</u>
TOTAL	<u>\$3,725,169.50</u>

This request is for the purchase of 17 replacement trucks to be used by EWS and the Landfill in their daily operations. These trucks are being provided through the Texas SmartBuy Contract 072-A1 and BuyBoard Contracts 425-13 and 430-13. Funding was approved in the 2013-2014 Capital Improvement Program.

b. Fairway Mowers for Firewheel **Bid No. 4238-14**

Professional Turf Products, L.P. **\$114,500.00**

This request is for the purchase of five new fairway mowers for Firewheel Golf Course. These mowers will update existing fleet and assist in maintaining the 100 acres of fairways. These mowers are being provided through the BuyBoard Purchasing Cooperative Contract 373-11. Funding was approved in the 2013-2014 Capital Improvement Program.

c. Replacement Golf Carts for Firewheel **Bid No. 4240-14**

Club Car, Inc. **\$292,250.00**

This request is to purchase 100 replacement golf carts for Firewheel Golf Bridges Course. These golf carts are being provided through the BuyBoard Purchasing Cooperative Contract 373-11. Funding was approved in the 2013-2014 Capital Improvement Program.

d. Dump Trucks and Flatbed Trucks **Bid No. 4246-14**

Freightliner of Austin **\$856,667.00**

This request is for the purchase of eight dump trucks and two flatbed trucks for various departments within the City to be used in daily operations. These trucks are being provided through the BuyBoard Purchasing Cooperative Contract 430-13. Funding was approved in the 2013-2014 Equipment Replacement Fund.

e. Sanitary Sewer Interceptor Rehabilitation **Bid No. 4250-14**

Insituform Technologies, Inc. **\$689,480.40**

This request is to provide trenchless rehabilitation of approximately 1,648 feet of an existing 48 inch sanitary sewer interceptor for the Rowlett Creek Wastewater Treatment Plant. This rehabilitation is available from Insituform Technologies, Inc. through the BuyBoard Purchasing Cooperative Contract 354-10.

f. Engineering Services for Transmission Rebuild **Bid No. 4257-14**

POWER Engineers, Inc.	\$248,466.00
Optional Contingency	<u>24,847.00</u>
TOTAL	<u>\$273,313.00</u>

This request is to provide professional engineering services associated with rebuilding the existing 138 kV transmission line from Shelby Tap (N) to the Greenville Interchange SS. Due to the complex nature of the project, an optional contingency is included for additional work that may be required.

g. Liquid Chlorine for Wastewater Treatment **Bid No. 4139-14**

Brenntag Southwest	\$172,640.00
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This request is to provide liquid chlorine for the City of Garland's Wastewater Treatment Plants. Continuous chlorination is required to reduce the number of pathogenic microorganisms and to maintain the Texas Commission on Environmental Quality (TCEQ) minimum chlorine residual requirements. This is a term contract with four optional renews. Pricing will remain firm for the first term. Any subsequent price increases must be justified and mutually agreed upon.

h. Engineering Services for ERCOT Testing **Bid No. 4252-14**

Kestrel Power Engineering	\$88,125.00
Optional Contingency	<u>22,000.00</u>
TOTAL	<u>\$110,125.00</u>

This request is to provide professional engineering services for ERCOT Exciter/Limiter Model Validation Testing. After the validation and testing have been performed, a Synchronous Unit Dynamic Testing and Model Validation Report will be prepared and submitted to ERCOT. Due to the complex nature of the project, an optional contingency of \$22,000 is included for additional testing and validation that may be required.

3. Public Hearings were previously conducted for the following zoning cases:

a. Zoning File No. 14-01, Claymore Engineering, Inc.

Consider an ordinance amending the zoning laws of the City of Garland by approving a Specific Use Permit for a Charter School on a 20.05-acre tract of land zoned Single Family-7 (SF-7/E/3) District and located at 2302 Firewheel Parkway. (File 14-01)(District 1)

b. Zoning File No. 14-02 The Javelin Group, LLC

Consider an ordinance amending the zoning laws of the City of Garland by approving an amendment to the Planned Development District (85-5) for Complex for the Elderly, a Detail Plan, and a Specific Use Permit for a Nursing Home on a 7.99-acre tract of land located northeast of the intersection of Broadway Boulevard and Colonel Drive. (File 14-02)(District 3)

4. Consider approval by minute action authorizing the City Manager to execute an interlocal agreement with the City of Dallas for Bio-Tel services in the amount of \$180,102.

This item was considered by Council at the March 3, 2014 Work Session. The City of Garland uses Bio-Tel services to provide medical control for emergency medical services.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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

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

Consider the application GFC Leasing Corp, LLC, requesting approval of an amendment to Planned Development District (05-57) for Shopping Center Uses, 2) a Detail Plan, and 3) a Specific Use Permit for a Restaurant with Drive Through. The property is located at 2200 North Jupiter Road. (Zoning File No. 14-05) (District 7)

The proposal is to develop the property with an approximately 2,155 square foot Golden Chick restaurant with drive through. The Plan Commission recommended approval of the request.

6. Hold a public hearing and consider the following regarding an Economic Incentive Agreement for Kraft Foods Global, Inc.

a. Consider an ordinance designating an area as a Reinvestment Zone for Commercial/Industrial Tax Abatement; making certain findings thereon; authorizing the City Manager to execute an agreement regarding the reinvestment zone.

b. Consider a resolution authorizing the City Manager to execute a Tax Abatement Agreement with Kraft Foods Group, Inc. and providing and effective date.

Kraft Foods Group, Inc. is considering expansion of its 2340 Forest Lane facility. Kraft is proposing to add new machinery, equipment, and other taxable business personal property in excess of \$46 million over the next five years. Kraft is also planning new facility construction in the amount of \$34.1 million. At the March 3, 2014 Work Session, Council considered a recommendation by the Garland Economic Development Partnership Steering Committee that Council provide: (1) general support for the project and (2) support of a 100% City tax abatement on this new investment for five years.

- 7. Consider a resolution authorizing an amendment to a Chapter 380 Economic Development Agreement between the City and Kraft Foods Group, Inc. and providing an effective date.**

This item was considered by Council at the March 3, 2014 Work Session. This agreement is an amendment to a Chapter 380 Economic Development Agreement between the City and Kraft Foods, Global, Inc. ("Kraft Foods") granting; authoring the City Manager to execute said agreement; and declaring and effective date.

- 8. Consider an ordinance relating to the regulation of certain credit access and "Payday Loan" businesses.**

This item was scheduled for considered by Council at the March 17, 2014 Work Session. The proposed ordinance would regulate payday, title, and similar loan operations located in the City of Garland.

- 9. Citizen comments.**

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

- 10. Adjourn.**

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

The City Council of the City of Garland, Texas convened in regular session at 7:00 p.m. on Tuesday, March 4, 2014, in the Council Chambers at City Hall with the following members present:

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

MEMBERS ABSENT Councilmember Stephen Stanley

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

CALL TO ORDER: The meeting was called to order by Mayor Douglas Athas. District 7 Councilman Scott LeMay led the Invocation and Pledge of Allegiance.

CEREMONIALS Mayor Athas recognized Troop 57 Eagle Scouts Jeremy Monk and David Bradley in the audience. Mayor Athas recognized the Garland Fire Department and City of Garland as recipients of the Platinum Level Fit Friendly Award from the American Heart Association. The Garland Toastmaster Club was also recognized.

MEMBER ARRIVES Councilmember Stanley arrived at 7:06 p.m.

ANNOUNCEMENTS: Mayor Athas commented on the following: (1) Applications for 2014-2015 Garland Youth Council are now available; (2) Garland Teen Talk to be held Saturday, March 29, at Garland City Hall; (3) the deadline to file for a place on the May 10, 2014 General Election Ballot has expired. Incumbent candidates from Districts 1, 2, and 4 are unopposed and two candidates have filed for District 5 Councilmember; (4) Thursday, April 10 is the last day to register to vote to be eligible to vote in the May 10 election. (5) Voters are urged to familiarize themselves with the new Voter ID Laws.

CONSENT AGENDA: Mayor Athas noted Item 2d is pulled from the Consent Agenda for individual consideration and Item 4 is postponed until a future meeting. All items marked with asterisks (***) on the Consent Agenda were voted on in a single motion at the beginning of the

meeting. A motion was made by Councilman LeMay, seconded by Mayor Pro Tem Dodson, to approve Items: 1; 2a; 2b; 2c; 2e; 2f; and 3. A vote was cast and the motion carried with 9 Ayes; 0 Nays. Mayor Athas read the items into the record.

1. APPROVED** City Council minutes of the March 4, 2014 Regular Meeting.
- 2a. APPROVED** Award of Bid No. 4073-14 to Techline, Inc. in the amount of \$80,286; to JH Davidson & Associates, Inc. in the amount of \$31,245.00 and an optional contingency of \$11,200 to provide 138kV disconnect switches, line trap, and current transformers for the TMPA/GP&L Ben Davis Substation.
- 2b. APPROVED** Award of Bid No. 4205-14 to Freightliner of Austin in the amount of \$1,967,248, to Altec Industries in the amount of \$247,428 to purchase a digger derrick, a pressure digger, and aerial trucks for GP&L to be used in their daily operations.
- 2c. APPROVED** Award of Bid No. 4211-14 to ARC in the amount of \$451,642.74 to replace existing mobile computers in police vehicles.
- 2d. PULLED
- 2e. APPROVED** Award of Bid No. 4206-14 to Reliable Chevrolet in the amount of \$1,008,259.20 for the purchase of thirty-four 2014 Chevrolet Pursuit vehicles and five Chevrolet Impalas to be used by the Garland Police Department in their everyday operations.
- 2f. APPROVED** Award of Bid No. 4217 to Smith Pump Company in the amount of \$363,884 to provide for the emergency repair of the Apollo Water Pump Station's pumps #1 and #4.
3. APPROVED** Ordinance 6676 amending Chapter 31, "Engineering," of the Code of Ordinances to reflect options for reimbursement to the City by the residents participating in the 50/50 sidewalk program. The options include variable payment plans depending on the resident's total share owed to the City.
4. POSTPONED Approval by minute action authorizing the City Manager to execute an agreement with Freese and Nichols in the amount of \$200,000 to update the current Thoroughfare Plan.

ITEMS FOR INDIVIDUAL CONSIDERATION

2d. APPROVED

Police Chief Mitch Bates provided information regarding Bid No. 4158-14 regarding upgrade for Police Department E911 Equipment. One speaker, Mary Ellenfeldt, spoke regarding lack of information regarding contracts; pricing; and discounts. Council discussion was held. Councilman Cahill made a motion, seconded by Councilman LeMay, to approve Award of Bid No. 4158-14 in the amount of \$496,486 to Century Link for upgrade for Police Department E911 Equipment. A vote was cast and the motion carried with 9 ayes, 0 nays.

5a. HELD & APPROVED

Director of Planning Anita Russelmann provided background information regarding the application of Claymore Engineering Inc. requesting approval of a Specific Use Permit for a Charter School on property zoned Single Family (SF-7) District and in the SH 190 Overlay. The property is located at 2302 Firewheel Parkway. (File No. 14-01) (District 1) The proposal is to allow a change in zoning to build a two-story school building on an existing charter school campus and increase the student enrollment.

Mayor Athas opened the public hearing to allow public input. The following person spoke in favor of the application: Applicant Karl Crawley. No one else spoke.

Councilman Campbell moved to close the public hearing and to approve the request. Staff will prepare an ordinance for formal consideration at a future meeting. Councilwoman Goebel seconded the motion. A vote was cast and the motion carried with 9 ayes, 0 nays.

5b. HELD & APPROVED

Director of Planning Anita Russelmann provided background information regarding the application of the Javelin Group, LLC, requesting approval of 1) an amendment to Planned Development District (85-5) for Complex for the Elderly, 2) a Detail Plan, and 3) a Specific Use Permit for a Nursing Home. The property is located northeast of the intersection of Broadway Boulevard and Colonel Drive. (File No. 14-02) (District 3) The proposal is to allow a change in zoning for a 120-bed nursing home.

Mayor Athas opened the public hearing to allow citizen comment. The following persons spoke during the public hearing: Applicant Jerry Monk spoke in favor of the application; neighboring property owner Ismael Prada spoke against; and Lee Lutz spoke regarding quality of care.

Councilman Stanley, seconded by Councilman Cahill, moved to close the public hearing and to approve the request as presented. Staff will bring forth an ordinance for formal consideration at a future meeting. A vote was cast and the motion carried with 9 ayes, 0 nays.

NUMBERING CHANGED The Mayor changed the order of the Agenda to consider item 7 followed by Item 6. There were no objections to the change.

7. APPROVED

Consider approval by minute action authorizing the City Manager to execute an amendment to the Consultation Services Retainer Agreement for Dean International, Inc. The following persons spoke in favor of the request: Dave Brady; Gail Belton; Christie Baughman; Lee Lutz; and Frances Hiner. The following person registered a position against: Stanley Winterbauer. Applicant David Dean and Russell Schaffner spoke in favor of the request and answered questions.

Council discussion was held. Councilman Willis, seconded by Mayor Pro Tem Dodson, moved to approve the proposed amendment as presented including the proposed expanded focus areas. Councilman LeMay offered an amendment. Mayor Athas ruled his proposed change did not qualify as an amendment. Councilman Williams offered an amendment to the original motion to include the following: 1) maintain DART monitoring as currently presented in the contract; 2) limit increasing the amount of the contract to 33%; and 3) extend the contract to an end date of September 2015. Councilman Campbell called Point of Order regarding the amount of the contract. Clarification was provided. Councilman Campbell seconded Councilman Williams's motion. Council discussion continued. Mayor Pro Tem Dodson called Point of Order regarding negotiation of contract during the meeting. City Attorney Brad Neighbor offered a ruling declaring Council may debate all points of the contract. A vote was cast on the amendment offered by Councilman Williams and seconded by Councilman Campbell. A vote was cast and the motion failed with 4 ayes, 5 nays (Goebel, Willis, LeMay, Dodson, and Cahill).

The original motion offered by Councilman Willis was further discussed. Mayor Pro Tem Dodson called the question. A vote was cast and the motion to call the vote on the original motion carried with 7 ayes, 2 nays (Williams, LeMay).

A vote was cast on the original motion as presented. The motion to approve the motion as originally presented passed with 5 ayes, 4 nays (Athas, Goebel, Williams, LeMay).

6. APPROVED

Russell Schaffner representing Dean International provided an overview of the Strategic Transportation Enhancement Plan (STEP) for IH-635 East, SH-78, and IH-30. Councilman Willis, seconded by Mayor Pro Tem Dodson, moved to approve by minute action the Strategic Transportation Plan (STEP) for IH-635 East, SH-78, and IH-30. A vote was cast and the motion carried with 8 ayes, 1 nay (LeMay).

8. APPROVED

Alexander Lucian Giambasu was nominated to the Community Multicultural Commission. A vote was cast and the nomination carried with 9 ayes, 0 nays.

9. CITIZEN COMMENTS: Mary Ehlenfeldt offered a prayer.

There being no further business to come before the City Council, Mayor Athas adjourned the meeting at 9:45 p.m.

CITY OF GARLAND

Signed:

Attest:



Purchasing Report

REPLACEMENT EWS AND LANDFILL TRUCKS OPEN MARKET

PURCHASE JUSTIFICATION:

This request is for the purchase of seventeen (17) Replacement Trucks to be used by EWS and the Landfill in their daily operations. These trucks are being provided through the Texas SmartBuy Contract 072-A1 and BuyBoard Contracts 425-13 and 430-13. Funding was approved in the 2013-14 Capital Improvement Program.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
ATC Freightliner Group	1-5	\$ 456,576.00
Bond Equipment Company	6-9, 14, 16	2,000,546.00
Heil of Texas	10-13, 15, 17, 18	1,268,047.50
	TOTAL:	<u>\$3,725,169.50</u>

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

Reviewed by:

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

Director of Purchasing

William E. Dollar

City Manager

Date: 03/06/14

Date: 03/10/14

<u>FINANCIAL SUMMARY:</u>			
Total Project/Account: \$	3,970,000	Operating Budget:	<input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: <u>2014</u>
Expended/Encumbered to Date:	-0-	Document Location:	pp. M01, M04, M05, M06, M07, EW07
Balance: \$	3,970,000	Account #:	246-4319-2106014-9009 \$ 556,666
This Item:	3,725,170		246-4319-2106414-9009 476,963
Proposed Balance: \$	244,830		246-4319-2106514-9009 316,620
			246-4319-2106314-9009 1,669,998
			246-4319-2106614-9009 564,966
			692-1609-1715014-9009 139,956
Matt Watson	03/07/14	Fund/Agency/Project – Description:	EWS - Delivery CIP / Various Projects / Trucks
Budget Analyst	Date		CO-Funded CIP / EWS - Disposal /
			Semi-Tractor Truck
Ron Young	03/07/14	Comments:	
Budget Director	Date		

CITY OF GARLAND - BID RECAP SHEET OPENED: 03/04/14 REQ. NO. Various BID NO. 4229-14 PAGE: 1 of 1 BUYER: T. Smith			ATC Freightliner Group, LLC.	Bond Equipment Co., Inc.	Heil of Texas	
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I T E M	QTY	U N I T	DESCRIPTION								
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	4	ea.	Freightliner truck tractor w/fifth wheel	\$79,155.00	\$316,620.00						
2	1	ea.	Western Star semi-tractor pax cab truck	\$139,956.00	\$139,956.00						
3	8	ea.	Chassis (8)			\$163,954.00	\$1,311,632.00				
			Side-loader body (8)					\$114,379.00	\$915,032.00		
4	1	Lt.	Training					\$1,600.00	\$1,600.00		
5	2	ea.	Chassis (2)			\$171,742.00	\$343,484.00				
			Commercial front-loader (2)					\$110,341.00	\$220,682.00		
6	2	ea.	Chassis (2)			\$172,715.00	\$345,430.00				
			Rear-loaders (2)					\$65,366.75	\$130,733.50		

TOTAL GROSS PRICE		\$456,576.00	\$2,000,546.00	\$1,268,047.50
CASH DISCOUNT				
TOTAL NET PRICE				
F.O.B.		DELIVERED	DELIVERED	DELIVERED
DELIVERY				

NEXT LOW: _____
LOW: _____
SAVINGS: \$0.00

?? # BidSync Notifications
 ?? # BidSync HUBS
 ?? # Direct Contact HUBS
 ?? # HUBS Responded

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



GARLAND

PURCHASING

Executive Summary Bid 4229-14 Replacement EWS and Landfill Trucks

Recommended Vendors:

ATC Freightliner Group	\$456,576.00
Bond Equipment Company	\$2,000,546.00
Heil of Texas	\$1,268,047.50

Total Recommended Award: \$3,725,169.50

Basis for Award:

Cooperative Purchase

Purpose:

The purpose of this contract is to purchase seventeen (17) replacement trucks to be used by EWS and Landfill in their daily operations.

Evaluation:

These vehicles are being provided by ATC Freightliner Group through the State of Texas SmartBuy Contract 072-A1, Bond Equipment Company through the BuyBoard contract 430-13 and Heil of Texas through the BuyBoard contract 425-13.

Recommendation:

Staff recommends awarding the purchase of EWS and Landfill Trucks to ATC Freightliner Group, Bond Equipment Company and Heil of Texas.

Funding Information:

246-4319-2106414-9009, 246-4319-2106514-9009, 692-1609-1715014-9009,
246-4319-2106314-9009, 246-4319-2106614-9009

Department Director:

Terry Anglin, Fleet Director, 972-205-3524



Purchasing Report

FAIRWAY MOWERS FOR FIREWHEEL OPEN MARKET

PURCHASE JUSTIFICATION:

This request is for the purchase of five (5) new Fairway Mowers for the Firewheel Golf Course. These mowers will update the existing fleet and assist in maintaining the one hundred acres of fairways. These mowers are being provided through the BuyBoard Purchasing Cooperative Contract 373-11. Funding was approved in the 2013-14 Capital Improvement Program.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Professional Turf Products, L.P.	All	\$114,500.00
TOTAL:		\$114,500.00

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

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

Reviewed by:

 William E. Dollar
 City Manager

Date: 03/04/14

Date: 03/10/14

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$	143,254
Expended/Encumbered to Date:	28,476
Balance: \$	114,778
This Item:	114,500
Proposed Balance: \$	278
Matt Watson	03/07/14
Budget Analyst	Date
Ron Young	03/07/14
Budget Director	Date

Operating Budget: CIP: Year: 2014

Document Location: Page MF09

Account #: 256-4419-3652914-9007

Fund/Agency/Project – Description:
 Firewheel Golf Park CIP / Firewheel Golf Park Equipment

Comments:

CITY OF GARLAND - BID RECAP SHEET
 OPENED: 03/05/14
 REQ. NO. PR 32724
 BID NO. 4238-14
 PAGE: 1 of 1
 BUYER: T. Smith

**Professional Turf
 Products, L.P.**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	ea.	RM551010 03680 28/900, 11 blade reels.	\$23,000.00	\$23,000.00						
2	1	ea.	RM5510 03680 29/256, 8 blade reels.	\$22,000.00	\$22,000.00						
3	1	ea.	RM5610 03690 28/832, 11 blade reels	\$24,000.00	\$24,000.00						
4	1	ea.	RM5510 03680 29/166, 11 blade reels.	\$22,500.00	\$22,500.00						
5	1	ea.	RM5510 03680 29/247, 11 blade reels.	\$23,000.00	\$23,000.00						

TOTAL GROSS PRICE				\$114,500.00							
CASH DISCOUNT											
TOTAL NET PRICE				\$114,500.00							
F.O.B.				DELIVERED	DELIVERED	DELIVERED	DELIVERED	DELIVERED	DELIVERED	DELIVERED	DELIVERED
DELIVERY											

NEXT LOW: _____
LOW: _____
SAVINGS: \$0.00

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

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



GARLAND

PURCHASING

Executive Summary Bid 4238-14 Fairway Mowers for Firewheel

Recommended Vendor:

Professional Turf Products, L.P.

Total Recommended Award:

\$114,500.00

Basis for Award:

Cooperative Purchase

Purpose:

The purpose of this contract is to purchase five (5) new fairway mowers in order to update the existing fleet for the Firewheel Golf Course. These mowers are needed to maintain the one-hundred acres of fairways.

Evaluation:

These mowers will be provided by Professional Turf Products, L.P., through the BuyBoard Purchasing Cooperative contract 373-11.

Recommendation:

Staff recommends awarding the contract for Fairway mowers to Professional Turf Products, L.P.

Funding Information:

256-4419-3652914-9007

Department Director:

Don Kennedy, Director of Firewheel Golf, 972-205-3955



Purchasing Report

REPLACEMENT GOLF CARTS FOR FIREWHEEL OPEN MARKET

PURCHASE JUSTIFICATION:

This request is for the purchase of one hundred (100) Replacement Golf Carts for the Firewheel Golf Bridges Course. These golf carts are being provided through the BuyBoard Purchasing Cooperative Contract 373-11. Funding was approved in the 2013-14 Capital Improvement Program.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Club Car, Inc.	All	\$292,250.00
TOTAL:		\$292,250.00

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

Reviewed by:

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

William E. Dollar
 City Manager

Date: 03/06/14

Date: 03/10/14

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$	300,000
Expended/Encumbered to Date:	-0-
Balance: \$	300,000
This Item:	292,250
Proposed Balance: \$	7,750
Matt Watson	03/07/14
Budget Analyst	Date
Ron Young	03/07/14
Budget Director	Date

Operating Budget: <input type="checkbox"/>	CIP: <input checked="" type="checkbox"/>	Year: 2014
Document Location: Page MF11		
Account #: 256-4419-3653114-9007		
Fund/Agency/Project – Description: Firewheel Golf Park CIP / Firewheel Golf Park Cart Replacements		
Comments:		

CITY OF GARLAND - BID RECAP SHEET

OPENED: 03/06/14
 REQ. NO. PR 32713
 BID NO. 4240-14
 PAGE: 1 of 1
 BUYER: T. Smith

Club Car, Inc.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	100	ea.	Golf carts with: 48 volt charger; scuffguards; sweater basket; beige body seat and canopy; (6) 8-volt powerdrive plus batteries, wheel covers.	\$2,922.50	\$292,250.00						
TOTAL GROSS PRICE					\$292,250.00						
CASH DISCOUNT											
TOTAL NET PRICE					\$292,250.00						
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											

NEXT LOW:
 LOW: _____
 SAVINGS: \$0.00

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

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



GARLAND

PURCHASING

Executive Summary Bid 4240-14 Replacement Golf Carts for Firewheel

Recommended Vendor:

Club Car, Inc.

Total Recommended Award:

\$292,250.00

Basis for Award:

Cooperative Purchase

Purpose:

The purpose of this contract is to replace aging golf carts at the Firewheel Golf Bridges Course. These one-hundred (100) carts will replace the existing golf carts that are past their useful life span and scheduled for replacement.

Evaluation:

The golf carts are to be provided by Club Car, LLC through the BuyBoard Purchasing Cooperative contract 373-11.

Recommendation:

Staff recommends awarding the contract for golf carts to Club Car, Inc.

Funding Information:

256-4419-3653114-9007

Department Director:

Don Kennedy, Director of Firewheel Golf, 972-205-3955



Purchasing Report

DUMP TRUCKS AND FLATBED TRUCKS OPEN MARKET

PURCHASE JUSTIFICATION:

This request is for the purchase of eight (8) Dump Trucks and two (2) Flatbed Trucks for various departments within the City of Garland to be used in their daily operations. These trucks are being provided through the BuyBoard Purchasing Cooperative Contract 430-13. Funding was approved in the 2013-14 Equipment Replacement Fund.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Freightliner of Austin	All	\$856,667.00
	TOTAL:	\$856,667.00

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

Reviewed by:

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

Director of Purchasing

William E. Dollar

City Manager

Date: 03/06/14

Date: 03/10/14

<u>FINANCIAL SUMMARY:</u>	
<p style="margin: 0;">Total Project/Account: \$ <u>3,789,399</u></p> <hr/> <p style="margin: 0;">Expended/Encumbered to Date: <u>2,378,303</u></p> <hr/> <p style="margin: 0;">Balance: \$ <u>1,411,096</u></p> <hr/> <p style="margin: 0;">This Item: <u>856,667</u></p> <hr/> <p style="margin: 0;">Proposed Balance: \$ <u>554,429</u></p> <hr/>	<p style="margin: 0;">Operating Budget: <input checked="" type="checkbox"/> CIP: <input type="checkbox"/> Year: <u>2013-14</u></p> <hr/> <p style="margin: 0;">Document Location: <u>Page 120</u></p> <hr/> <p style="margin: 0;">Account #: 444-3523-9009 444-3226-9009 444-4031-9009 444-4032-9009 444-4033-9009 444-4125-9009</p> <hr/> <p style="margin: 0;">Fund/Agency/Project – Description: Replacement Items Funded in the ERF</p> <hr/> <p style="margin: 0;">Comments:</p>
<p style="margin: 0;">Ron Tiffany 03/07/14</p> <hr/> <p style="margin: 0;">Budget Analyst Date</p>	
<p style="margin: 0;">Ron Young 03/07/14</p> <hr/> <p style="margin: 0;">Budget Director Date</p>	



GARLAND

PURCHASING

Executive Summary **Bid 4246-14** **Dump Trucks and Flatbed Trucks**

Recommended Vendor:

Freightliner of Austin

Total Recommended Award:

\$856,667.00

Basis for Award:

Cooperative Purchase

Purpose:

The purpose of this contract is to purchase eight (8) Dump Trucks and two (2) Flatbed Trucks for various City of Garland departments to use in their daily operations.

Evaluation:

These trucks are being provided through the BuyBoard Purchasing Cooperative contract 430-13.

Recommendation:

Staff recommends awarding the contract for Dump Trucks and Flatbed Trucks to Freightliner of Austin.

Funding Information:

444-3523-9009, 444-3226-9009, 444-4031-9009
444-4032-9009, 444-4033-9009, 444-4125-9009

Department Director:

Terry Anglin, Fleet Director, 972-205-3524



Purchasing Report

SANITARY SEWER INTERCEPTOR REHABILITATION OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide trenchless rehabilitation of approximately 1,648 feet of an existing 48-inch Sanitary Sewer Interceptor for the Rowlett Creek Wastewater Treatment Plant. This rehabilitation is available from Insituform Technologies, Inc., through the BuyBoard Purchasing Cooperative Contract 354-10.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Insituform Technologies, Inc.	All	\$689,480.40
TOTAL:		\$689,480.40

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

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

Reviewed by:

 William E. Dollar
 City Manager

Date: 03/06/14

Date: 03/10/14

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$	850,000
Expended/Encumbered to Date:	141,993
Balance: \$	708,007
This Item:	689,480
Proposed Balance: \$	18,527
Matt Watson	03/07/14
Budget Analyst	Date
Ron Young	03/07/14
Budget Director	Date
Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: 2014 Document Location: Page WW14 Account #: 236-4149-3218400-7111 \$250,000.00 237-4149-3218400-7111 439,480.40 Fund/Agency/Project – Description: Wastewater CIP / Capital Outlay / Rowlett Interceptor Rehab Comments:	



GARLAND

PURCHASING

Executive Summary **Bid 4250-14** **Sanitary Sewer Interceptor Rehabilitation**

Recommended Vendor:

Insituform Technologies, Inc.

Total Recommended Award:

\$689,480.40

Basis for Award:

Cooperative Purchase

Purpose:

The purpose of this contract is to provide trenchless rehabilitation of approximately 1,648 feet of an existing 48-inch sanitary sewer interceptor for the Rowlett Creek Waste Water Treatment Plant.

Evaluation:

This rehabilitation is available from Insituform Technologies, Inc. through the BuyBoard Purchasing Cooperative contract 354-10.

Recommendation:

Staff recommends awarding the sanitary sewer rehabilitation contract to Insituform Technologies, Inc.

Funding Information:

CIP Project No. 236-4149-3218400-7111 and 237-4149-3218400-7111

Department Director:

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



Purchasing Report

ENGINEERING SERVICES FOR TRANSMISSION REBUILD OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide Professional Engineering Services associated with rebuilding the existing 138 kV transmission line from Shelby Tap (N) to the Greenville Interchange SS. Due to the complex nature of the project, an optional contingency is included for additional work that may be required.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
POWER Engineers, Inc.	All	\$248,466.00
Optional contingency		24,847.00
	TOTAL:	<u>\$273,313.00</u>

BASIS FOR AWARD:

Professional Services – Awarded on Qualifications

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

Reviewed by: _____
 William E. Dollar
 City Manager

Date: 03/10/14

Date: 03/10/14

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$	<u>14,160,000</u>
Expended/Encumbered to Date:	<u>13,294,483</u>
Balance: \$	<u>865,517</u>
This Item:	<u>273,313</u>
Proposed Balance: \$	<u>592,204</u>
Trent Schulze	03/10/14
Budget Analyst	Date
Trent Schulze (for Ron Young)	03/10/14
Budget Director	Date

Operating Budget: <input type="checkbox"/>	CIP: <input checked="" type="checkbox"/>	Year: <u>2014</u>
Document Location:	<u>Page E01</u>	
Account #:	215-3591-3141001-7111 (EC-T5410-003-1-7111)	
Fund/Agency/Project – Description:	GP&L CIP Fund / Transmission Lines	
Comments:	Provides Professional Engineering Services associated with rebuilding the existing 138 kV transmission line from Shelby Tap (N) to Greenville Interchange SS. An optional contingency is included for additional work that may be required.	



GARLAND

PURCHASING

Executive Summary **Bid 4257-14** **Engineering Services for Transmission Rebuild**

Recommended Vendor:

POWER Engineers, Inc.

Total Recommended Award:

\$273,313.00

Basis for Award:

Most Qualified

Purpose:

The purpose of this contract is to provide professional engineering services associated with rebuilding the existing 138kV transmission line from Shelby Tap (N) to the Greenville Interchange SS. Services include: design; sub-contract field survey; new steel pole design; hardware and material selection; procurement package preparation and support; construction package preparation and support; on-site construction inspection.

Evaluation:

POWER Engineers, Inc. was evaluated and selected by Garland Power & Light as the most qualified vendor for this project.

Recommendation:

Staff recommends awarding the professional services contract to POWER Engineers, Inc. as the most qualified vendor

Funding Information:

TMPA Olinger to Greenville to Shelby Transmission Line Upgrade Project:
215-3591-3141001-7111

Department Director:

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



Purchasing Report

LIQUID CHLORINE FOR WASTEWATER TREATMENT TERM CONTRACT

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide Liquid Chlorine for the City of Garland's Wastewater Treatment Plants. Continuous chlorination is required to reduce the number of pathogenic microorganisms and to maintain the Texas Commission on Environmental Quality (TCEQ) minimum chlorine residual requirements. This is a Term Contract with four (4) optional renewals. Pricing will remain firm for the first term. Any subsequent price increases must be justified and mutually agreed upon.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Brenntag Southwest	All	\$172,640.00
		\$172,640.00

BASIS FOR AWARD:

Straight Low Bid

Submitted by:

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

Reviewed by:

William E. Dollar
 City Manager

Date: 03/06/14

Date: 03/10/14

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$	N/A
Expended/Encumbered to Date:	N/A
Balance: \$	N/A
This Item:	172,640
Proposed Balance: \$	N/A
Matt Watson	03/07/14
Budget Analyst	Date
Ron Young	03/07/14
Budget Director	Date

Operating Budget: <input checked="" type="checkbox"/>	CIP: <input type="checkbox"/>	Year: 2013-14
Document Location:	Page 92	
Account #:	451-6999	
	(231-4222-6021	\$ 60,320)
	(231-4232-6021	112,320)
Fund/Agency/Project – Description:	Term Contract – Liquid Chlorine for Wastewater Treatment	
Comments:	Term Contract sets price but does not commit funds. Expenses will be charged to accounts as incurred.	



GARLAND

PURCHASING

Executive Summary **Bid 4139-14** **Liquid Chlorine for Waste Water Treatment**

Recommended Vendor:

Brenntag Southwest

Total Recommended Award:

\$172,640.00

Basis for Award:

Straight Low Bid

Purpose:

The Texas Commission on Environmental Quality (TCEQ) operating permit for both of the City of Garland's Wastewater Treatment Plants require continuous chlorination of the treated effluent. To reduce the number of pathogenic microorganisms, a minimum chlorine residual of 1.0 milligram per liter (mg/L) after a minimum twenty (20) minute contact time must be maintained at all times.

Chlorine is also added in the filtration process to prevent filter media blinding as a result of algae growth and accumulation of organic materials. It is added to clarifier weirs to control algae growth and may be added intermittently to the return activated sludge process for control of filamentous microorganisms.

Evaluation:

Straight Low Bid

Recommendation:

Staff recommends awarding contract to Brenntag Southwest.

Funding Information:

231-420-4222-6021 = \$60,320.00

231-420-4232-6021 = \$112,320.00

Department Director:

Wes Kucera; 972-205-2874



Purchasing Report

ENGINEERING SERVICES FOR ERCOT TESTING OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide Professional Engineering Services for ERCOT Exciter/Limiter Model Validation Testing. After the validation and testing have been performed, a Synchronous Unit Dynamic Testing and Model Validation report will be prepared and submitted to ERCOT. Due to the complex nature of the project, an optional contingency of \$22,000 is included for additional testing and validation that may be required.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Kestrel Power Engineering	All	\$ 88,125.00
Optional Contingency		22,000.00
	TOTAL:	\$110,125.00

BASIS FOR AWARD:

Most Qualified

Submitted by:

Reviewed by:

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

Director of Purchasing

William E. Dollar

City Manager

Date: 03/07/14

Date: 03/10/14

<u>FINANCIAL SUMMARY:</u>			
Total Project/Account:	\$ 210,000	Operating Budget:	<input checked="" type="checkbox"/> CIP: <input type="checkbox"/> Year: <u>FY 2013-14</u>
Expended/Encumbered to Date:	21,384	Document Location:	<u>Page 211</u>
Balance:	\$ 188,616	Account #:	211-3436-7101 \$80,835.00 211-3459-7101 29,290.00
This Item:	110,125	Fund/Agency/Project – Description:	GP&L – Olinger and Spencer Plants
Proposed Balance:	\$ 78,491	Comments:	Professional Engineering Services for ERCOT Exciter/Limiter Model Validation Testing and a Synchronous Unit Dynamic Testing and Model Validation report. An option contingency of \$22,000 is included for additional testing and validation if required.
Trent Schulze	03/11/14		
Budget Analyst	Date		
Trent Schulze (for Ron Young)	03/11/14		
Budget Director	Date		



GARLAND

PURCHASING

Executive Summary **Bid 4252-14** **Engineering Services for ERCOT Testing**

Recommended Vendor:

Kestrel Power Engineering

Total Recommended Award:

\$110,125.00

Basis for Award:

Most Qualified

Purpose:

The purpose of this contract is to provide professional engineering services for ERCOT Exciter/Limiter Model Validation Testing. After the validation and testing have been performed, a Synchronous Unit Dynamic Testing and Model Validation report will be prepared and submitted to ERCOT.

Evaluation:

Kestrel Power Engineering has been evaluated and selected by Garland Power & Light as the most qualified vendor for the ERCOT testing contract.

Recommendation:

Staff recommends awarding the professional services contract to Kestrel Power Engineering as the recommended qualified vendor

Funding Information:

211-3436-7101 (\$80,835.00) and 211-3459-7101 (\$29,290.00)

Department Director:

Dan Bailey, Energy Services Director, 972-205-2203



City Council Item Summary Sheet

Work Session

Date: March 18, 2014

Agenda Item

Zoning Ordinance

Summary of Request/Problem

Zoning Ordinance 14-01 Claymore Engineering, Inc.

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Submitted By:

**Anita Russelmann
Director of Planning**

Approved By:

**William E. Dollar
City Manager**

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PERMIT FOR A CHARTER SCHOOL ON A 20.5-ACRE TRACT OF LAND ZONED SINGLE FAMILY-7 (SF-7/E/3) DISTRICT AND LOCATED AT 2302 FIREWHEEL PARKWAY; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 10th day of February, 2014, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Claymoore Engineering** and

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

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

Section 1.

Ordinance No. 4647 is hereby amended by approving a Specific Use Permit for a Charter School on a 20.5-acre tract of land zoned Single Family-7 (SF-7/E/3) District and located at 2302 Firewheel Parkway, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2.

Development shall be in conformance with the conditions, restrictions, and regulations set forth in Exhibit B, attached hereto and made a part hereof.

Section 3.

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

Section 4.

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

FILE NO. 14-01

Section 5.

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

PASSED AND APPROVED this _____ day of _____, 2014.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File 14-01

Being a 20.5-acre lot identified as Lot 1R, Block 1 of Firewheel Bible Fellowship Addition, an addition to the City of Garland as shown on the Plat recorded in Instrument No. 20070049000 of the Map Records of Dallas County, Texas. The property is located at 2302 Firewheel Parkway, Garland, TX.

SPECIFIC USE PERMIT CONDITIONS

ZONING FILE 14-01

2302 Firewheel Parkway

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to allow the construction of a building on an existing charter school campus and an increase in student enrollment.
- II. **Statement of Effect:** This permit shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Single Family (SF/7/E/3) District set forth in Section 18, 33 and 46 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Specific Regulations:**
 - A. Time Period: The Specific Use Permit shall be in effect for a 20 year time period and shall be tied to **Harmony Science Academy**.
 - B. Enrollment: Student enrollment shall not exceed 1,352 students at any one time.
 - C. Site Plan: Development shall be in accordance with the approved Site Plans in Exhibit C.
 - D. Screening and Landscape: The screening and landscape of the subject property shall be in compliance with the approved Landscape Plans in Exhibit E. All screening and landscape requirements from the 190 Development Standards shall be met, except the screening of the subject property from the residentially zoned property to the east and identified as being part of the Rowlett Creek Preserve.
 - E. Elevations: Building elevations shall be in accordance with the approved Elevations in Exhibit F.
 - F. Building Height: The height of the proposed building shall not exceed 49 feet.

G. Traffic Management: With the proposed expansion, the School shall meet and maintain the following measures established by the Transportation Department:

i. The School shall be responsible for the design and construction cost of a traffic signal at the main driveway located at the Firewheel Parkway and Dalewood Trail.

ii. The main (south) driveway shall be widened to provide two exit lanes (one left only and one thru-right) and two entry lanes onto the site.

iii. A minimum 45 minute separation between the two schools' start times and a minimum 60 minute separation between the two schools' dismissal times.

iv. All pavement markings, signage and designated drop-off/pick-up lanes shall be installed in accordance with the approved TIA.

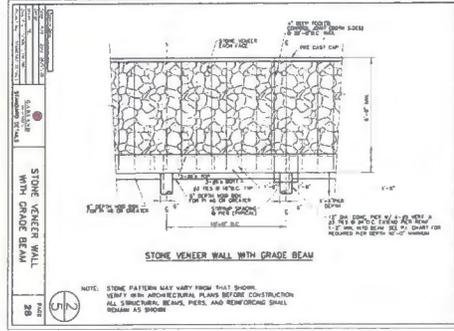
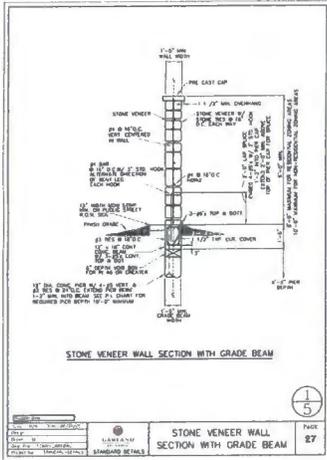
v. The School shall develop a school operation procedure to include on-site traffic circulation for morning drop-off and afternoon pick-up for the different grade levels, dismissal times, and during inclement weather.

vi. A map of the traffic circulation and instructions for pick-up/drop-off shall be included in the student/parent information package.

vii. Any deviation from the approved pick-up/drop-off procedure will require approval from the City of Garland's Transportation Department.

Furthermore, on-site traffic circulation shall be in compliance with the Traffic Circulation Plans in Exhibit D.

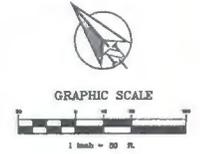
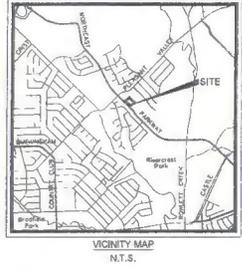
PLOTTED BY: DEW
 PLOT DATE: 1/30/2024 10:47 AM
 PROJECTS: PROJECTS\2023-022 HWY HARMONY GARLAND\CAD\DWG\SUP SITE PLAN.DWG
 SHEETS: 1 - SUP SITE PLAN.DWG
 LAST SAVED: 1/30/2024 10:09 AM



- NOTES:**
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
 3. NO LANDSCAPING SUCH AS TREES, HEDGES, ABOVE AND UNDERGROUND STRUCTURES SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHT OF WAY.
 4. ALL SCREENING WILL BE IN ACCORDANCE WITH 190 DEVELOPMENT STANDARDS.

FLOODPLAIN NOTE

ACCORDING TO MAP NO. 481132ANL, DATED AUGUST 23, 2001 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP FLOOD INSURANCE RATE MAP OF DALLAS COUNTY TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X" UNSHADED, AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, OR RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY WINDAGE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



LEGEND

	PROPOSED CONCRETE CURB AND GUTTER
	PARKING COUNT
	EXISTING FIRE LANE
	PROPOSED FIRE LANE

DEVELOPMENT DETAILS

EXISTING ZONING	SF-7
PROPOSED ZONING	SF-7
EXISTING BUILDING AREA	53,742 SF
ADDITIONAL BUILDING AREA	48,000 SF
PROPOSED BUILDING HEIGHT	48.8
PROPOSED NUMBER OF STORES	2 STORES

** A VARIANCE IS BEING REQUESTED FOR BUILDING HEIGHT

SETBACK TABLE

BUILDING	
FRONT	30 FEET
REAR (2.1 BUILDING HEIGHT, 48.8)	08 FEET
SIDE	0 FEET
LANDSCAPE	
FRONT	30 FEET
REAR	0 FEET
SIDE	0 FEET

IMPERVIOUS CALCULATIONS

TOTAL SITE AREA	299,375.94 SF (20.58 AC)
EXISTING IMPERVIOUS AREA	102,226.19 SF
EXISTING IMPERVIOUS PERCENTAGE	18.1%
PROPOSED IMPERVIOUS AREA ADDED	93,507.86 SF
TOTAL IMPERVIOUS AREA	295,734.05 SF
TOTAL IMPERVIOUS PERCENTAGE	28.5%

PARKING INFORMATION

ELEMENTARY SCHOOL REQUIRED PARKING SPACES (1 SPACE PER EVERY 20 STUDENTS, 824 STUDENTS TYP.)	32 SPACES
MIDDLE SCHOOL REQUIRED PARKING SPACES (1 SPACE PER EVERY 15 STUDENTS, 312 STUDENTS TYP.)	21 SPACES
HIGH SCHOOL REQUIRED PARKING SPACES (1 SPACE PER EVERY 3 STUDENTS, 416 STUDENTS TYP.)	139 SPACES
REQUIRED PARKING SPACES	192 SPACES (R ADA)
EXISTING PARKING SPACES	281 SPACES (R ADA)
PROPOSED PARKING SPACES	82 (4 ADA)
TOTAL PROVIDED PARKING SPACES	353 (13 ADA)

Benchmark

City of Garland Monument (GPS 53, being located at the North end of a curb cut near the southeast corner of the intersection of Firewheel Parkway and Crossland Drive. Elevation=316.47.

LEGAL DESCRIPTION

2302 FIREWHEEL PARKWAY
20.57 AC
FIREWHEEL BIBLE FELLOWSHIP ADDITION
BLOCK 1, LOT 1R
CITY CASE #: 131029-2
CITY OF GARLAND SUP

OWNER

COZMOS FOUNDATION
9321 VV SEAN HOUSTON PRIVY, S
HOUSTON, TX 77069
PH: 713.343.3333

APPLICANT

CLAYMOORE ENGINEERING, INC.
1105 CHEEN SPANGLER RD. SUITE #1
COLLEYSVILLE, TX 76034
PH: 817.281.0572

SURVEYOR

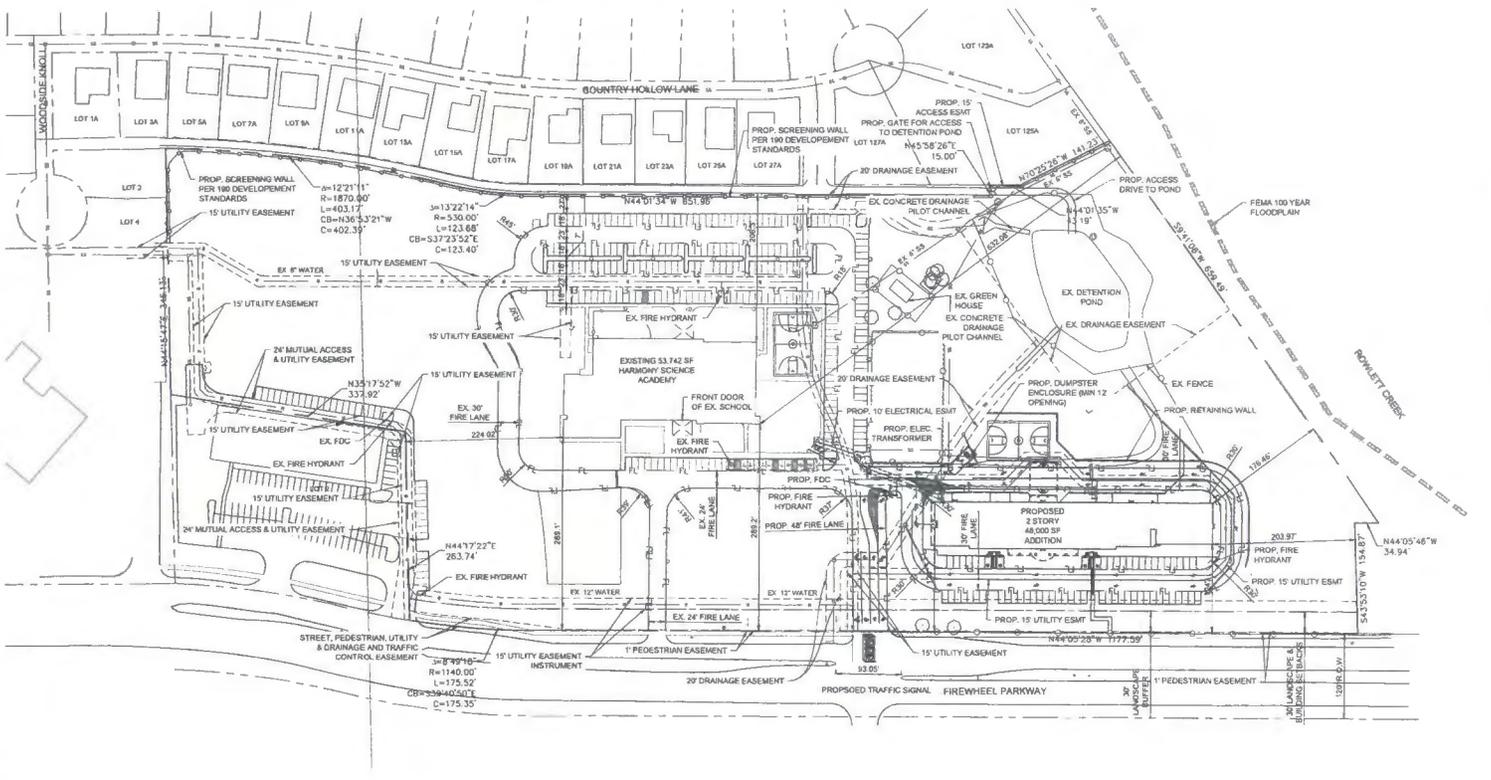
TEXAS HERITAGE SURVEYING, INC.
10615 METRIC CR. SUITE 124
DALLAS, TX 75243
PH: 214.340.9790

CITY	STATE
CITY OF GARLAND	TEXAS
COUNTY	SURVEY
DALLAS	REASON CRIST SURVEY
TRACT NO.	225

DESIGN: ASD
DRAWN: ASD
CHECKED: CLO
DATE: 12/16/2023

SHEET: S-1

19 Jul 2024



CLAYMOORE ENGINEERING

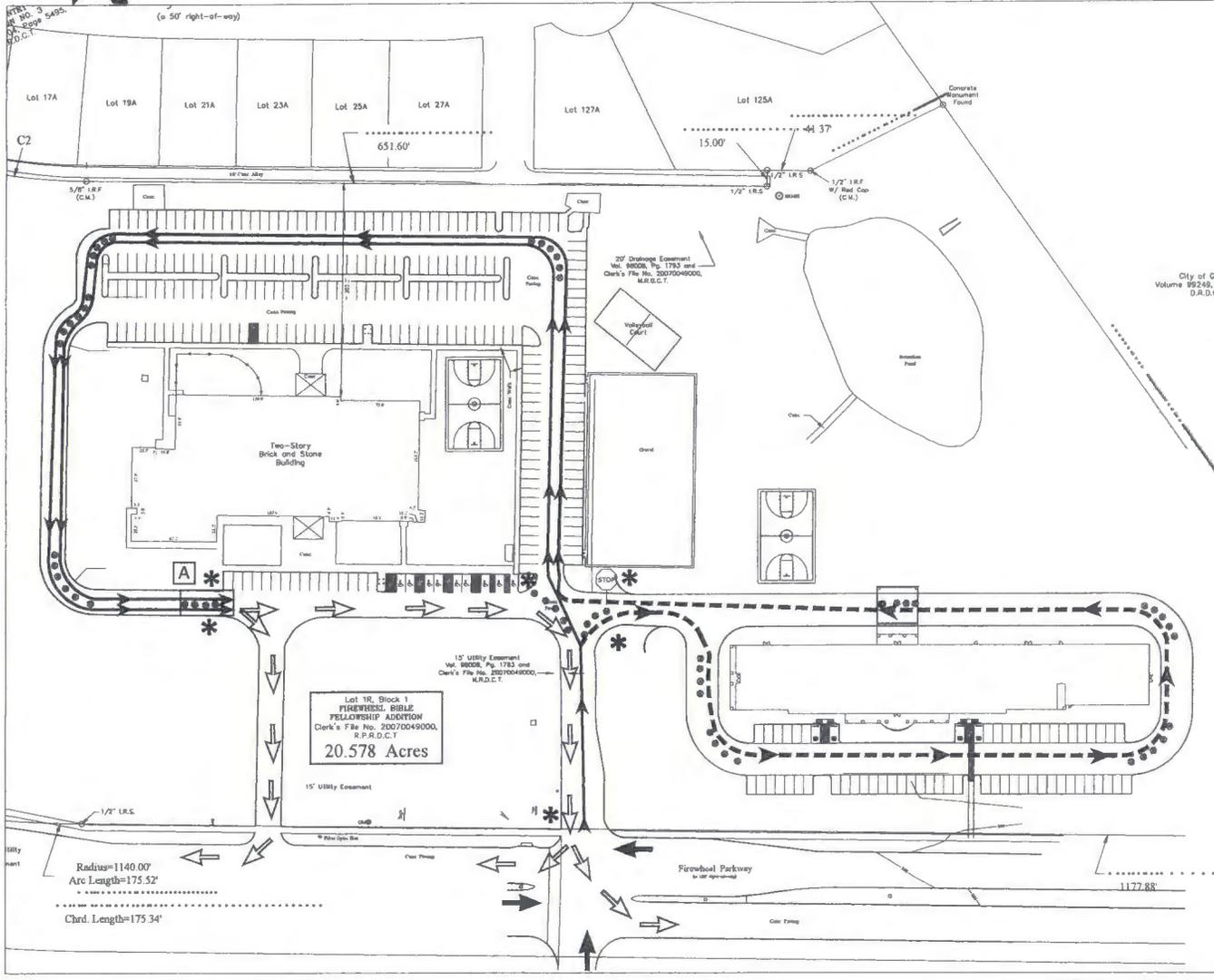
PRELIMINARY

FOR REVIEW ONLY
Not for construction purposes
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING
CONSULTANTS
Engineer: CLAY CRIST
P.E. No. 028809 Date: 12/17/2023

HARMONY SCIENCE ACADEMY ADDITION
2302 FIREWHEEL PARKWAY
GARLAND, TX 75040
CITY CASE #: 131029-2

EXHIBIT C

SUP SITE PLAN



City of Garford
Volume 99249, Page 7033
D.A.D.C.T.

Queuing (Passenger Vehicles)			
	Primary Queue Veh./[Pt.]	Secondary Queue Veh./[Pt.]	Total Veh./[Pt.]
Projected Demand* (All Parent Vehicles)	--	--	180 (3,960')
Available Capacity (Does Not Include Parking)	123 (2,710')	62 (1,375')	185 (4,085')

* Based upon existing school observations on November, 2013.
NOTE: Vehicular queue in linear feet is calculated at 22 ft. per passenger vehicle.

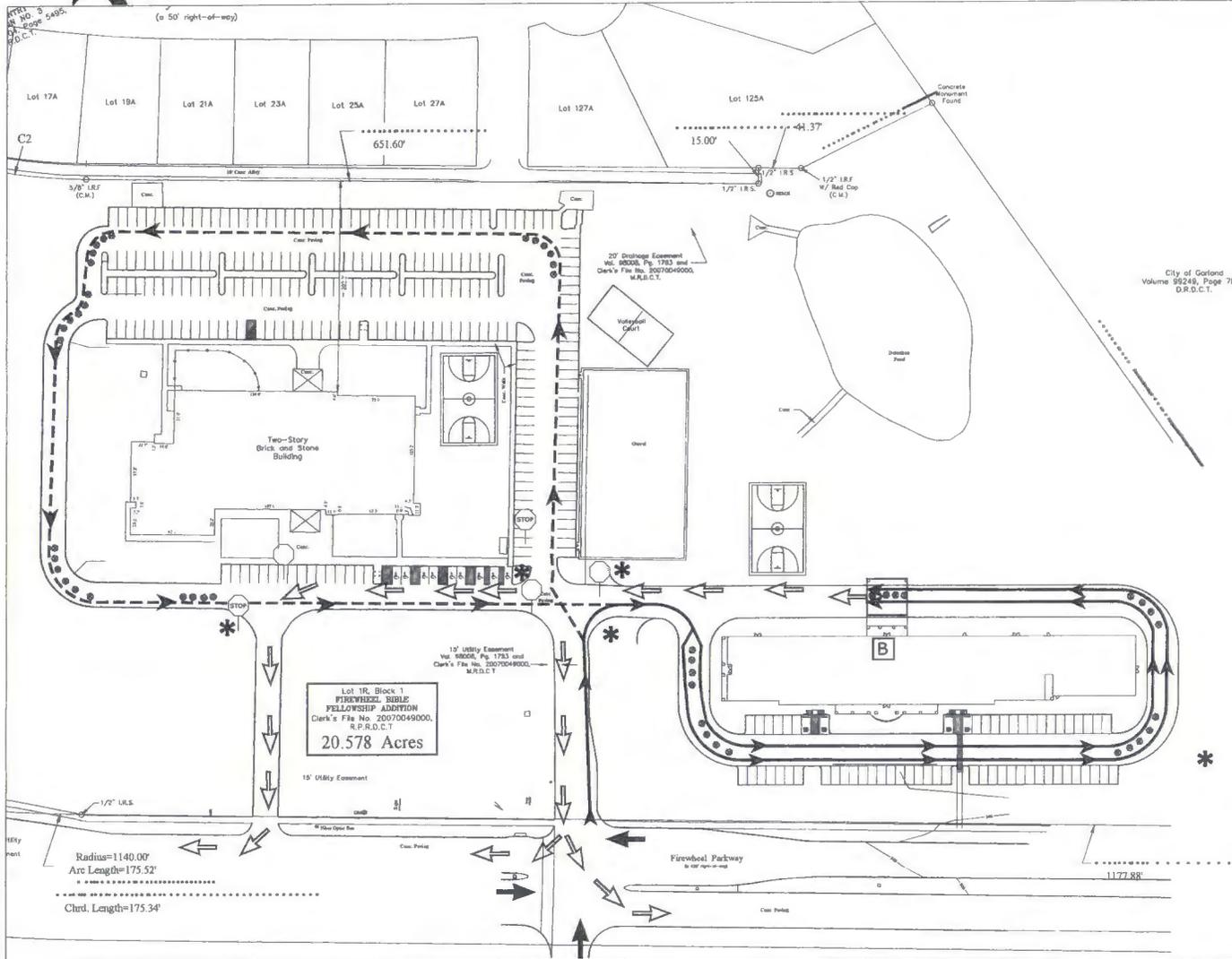
Legend

- Circulation Path (Inbound)
- Circulation Path (Outbound)
- Passenger Vehicle Queue
- Supplemental Queue (1375')
- Drop-off/Pick-up Area Staff Assistance
- Temporary Traffic Cones

NOTE: Site plan (base) obtained from Heights Venture Architects L.L.P. and Claymoore Engineering, Inc.

TRAFFIC MANAGEMENT PLAN: Recommended Queue Circulation Plan for Afternoon Pick-up, First Session

Harmony Science Academy Traffic Impact Analysis and Traffic Management Plan



Queuing (Passenger Vehicles)			
	Primary Queue Veh./ft.	Secondary Queue Veh./ft.	Total Veh./ft.
Projected Demand* (All Parent Vehicles)	--	--	148 (3,248')
Available Capacity (Does Not include Parking)	99 (2,170')	84 (1,855')	183 (4,025')

* Based upon existing school observations on November, 2013.
NOTE: Vehicular queue in linear feet is calculated at 22 ft. per passenger vehicle.

Legend

- ➔ Circulation Path (Inbound)
- ➞ Circulation Path (Outbound)
- ➞ Passenger Vehicle Queue
- ➞ Supplemental Queue (1855')
- [B] Drop-off/Pick-up Area
- * * Staff Assistance
- ⊗ Temporary Traffic Cones

NOTE: Site plan (base) obtained from Heights Venture Architects L.L.P. and Claymore Engineering, Inc.

TRAFFIC MANAGEMENT PLAN: Recommended Queue Circulation Plan for Afternoon Pick-up, Second Session

Harmony Science Academy Traffic Impact Analysis and Traffic Management Plan

BLOCK 4
 REPLAT OF COUNTRY BROOK ADDITION-NO. 3
 VOLUME 87024, PAGE 5495
 M.R.D.C.T.



Integration studio
 Landscape Architecture • Sustainable Site Planning • Historic Resource Design

John F. Murphy, ASLA

1554 E. Sibley Ave.
 Suite 110
 Dallas, TX 75206
 972.442.8822 ext. 100
 john@integrationstudio.com

2700 E. Lamar Blvd.
 Suite 110
 Austin, TX 78704
 512.476.8812 ext. 110
 john@integrationstudio.com

CLAY MOORE ENGINEERING



**HARMONY SCIENCE
 ACADEMY ADDITION**
 2302 FIREWHEEL PARKWAY
 GARLAND, TX 75040
 CASE #: 131029-2



LANDSCAPE PLAN

DESIGN	JFM
DRAWING	JFM
CHECKED	CLC
DATE	8/15/2014
SHEET	L-1

File No: 2013-023

EXHIBIT E

SANITARY SEWER
 MANHOLE COVER
 TOP OF LID ELEV=459.35'
 SW FLOWLINE ELEV=451.65'
 NW FLOWLINE ELEV=460.95'
 SE FLOWLINE ELEV=451.55'

LOT 125A

LOT 127A

CITY OF GARLAND
 VOLUME 99249, PAGE 7033
 D.R.D.C.T.

TREE LEGEND

- Canopy Trees**
- LO Live Oak
 - AE Chinese Elm
 - CE Cedar Elm
 - CO Citrusgum Oak
 - SO Shumard Oak
 - SO Shingler Tree
 - PT Preserved Tree
 - PT Preserved Tree

SHRUB LEGEND

- NR Norfolk Island Spruce
- DH Dwarf Indian Hawthorne
- MS Metrosideros
- KR Ficus sp. Plant
- DR Dwarf Barberry Holly
- CS Cherry Ridge

LANDSCAPE NOTES

- The project will have an underground automatic irrigation system to water all new plantings.
- Install 4" base of shredded hardwood mulch to adjoining beds.
- Install 4" base of edging between all shrub beds and grass areas.
- Shrub beds to have 12 inches of ground planting mix (75% organic topsoil, 15% commercial amendment, 10% recycled mulch).
- Shredded hardwood mulch must be certified being obtained along with the site from a local source.

Remarks
 City of Garland Monument GPS SS, being located at the North end of a curb inlet near the southeast corner of the intersection of Firewheel Parkway and Cleveland Drive. Elevation=518.40'

LEGAL DESCRIPTION
 20.57 AC
 FIREWHEEL BIBLE FELLOWSHIP ADDITION
 BLOCK 1, LOT 1R
 CITY FILE # 131029-2

OWNER
 COSMO FOUNDATION
 9321 W. SAM HOUSTON PKWY. S.
 HOUSTON, TX 77099
 PH: 713.343.3333

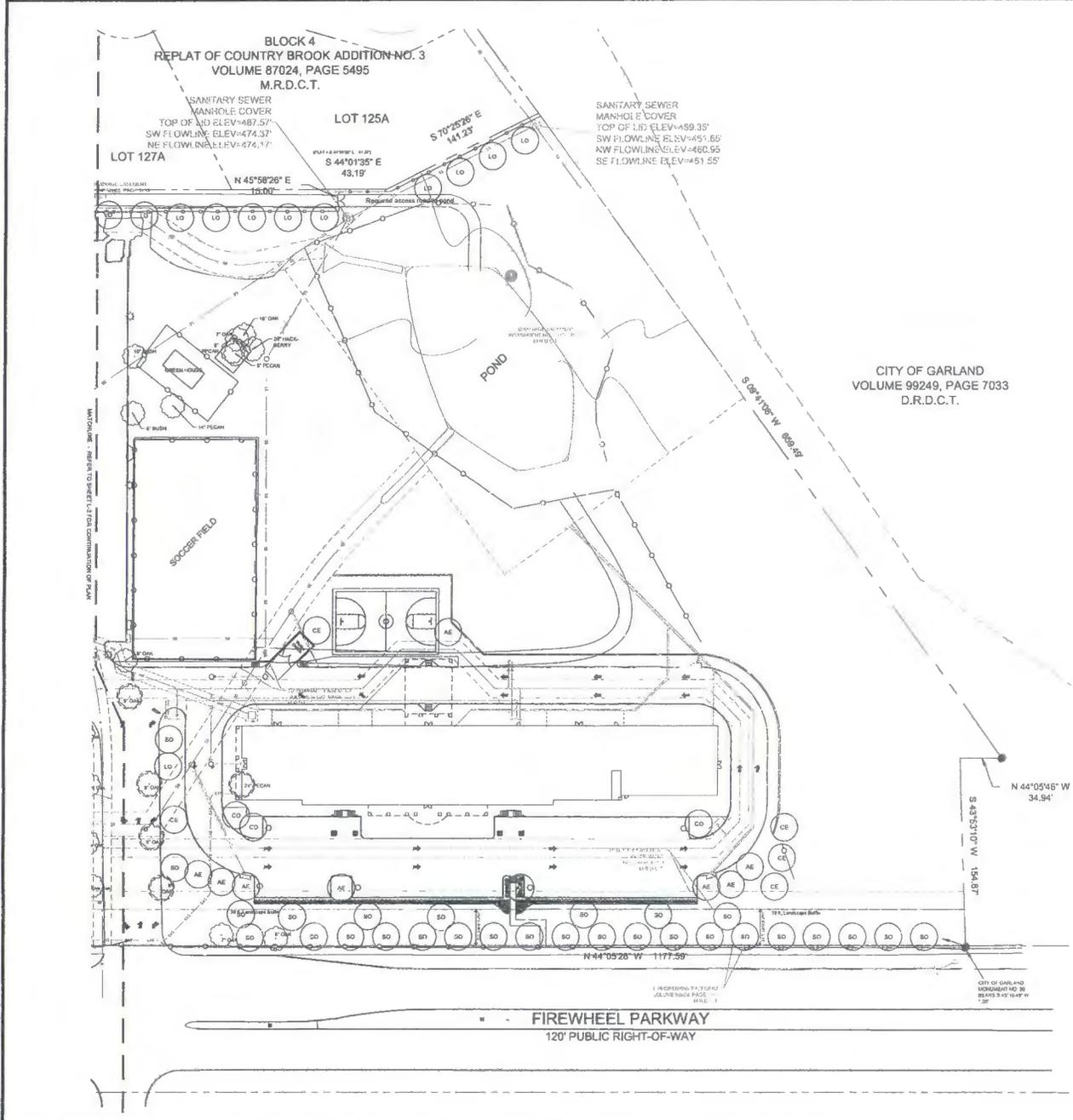
APPLICANT
 CLAYMOORE ENGINEERING, INC.
 1105 CHEEK SPARGER RD, SUITE #1
 COLLEYSVILLE, TX 76024
 PH: 817.281.0572

SURVEYOR
 TEXAS HERITAGE SURVEYING, INC.
 10610 METRIC DR. SUITE 124
 DALLAS, TX 75243
 PH: 214.340.9700

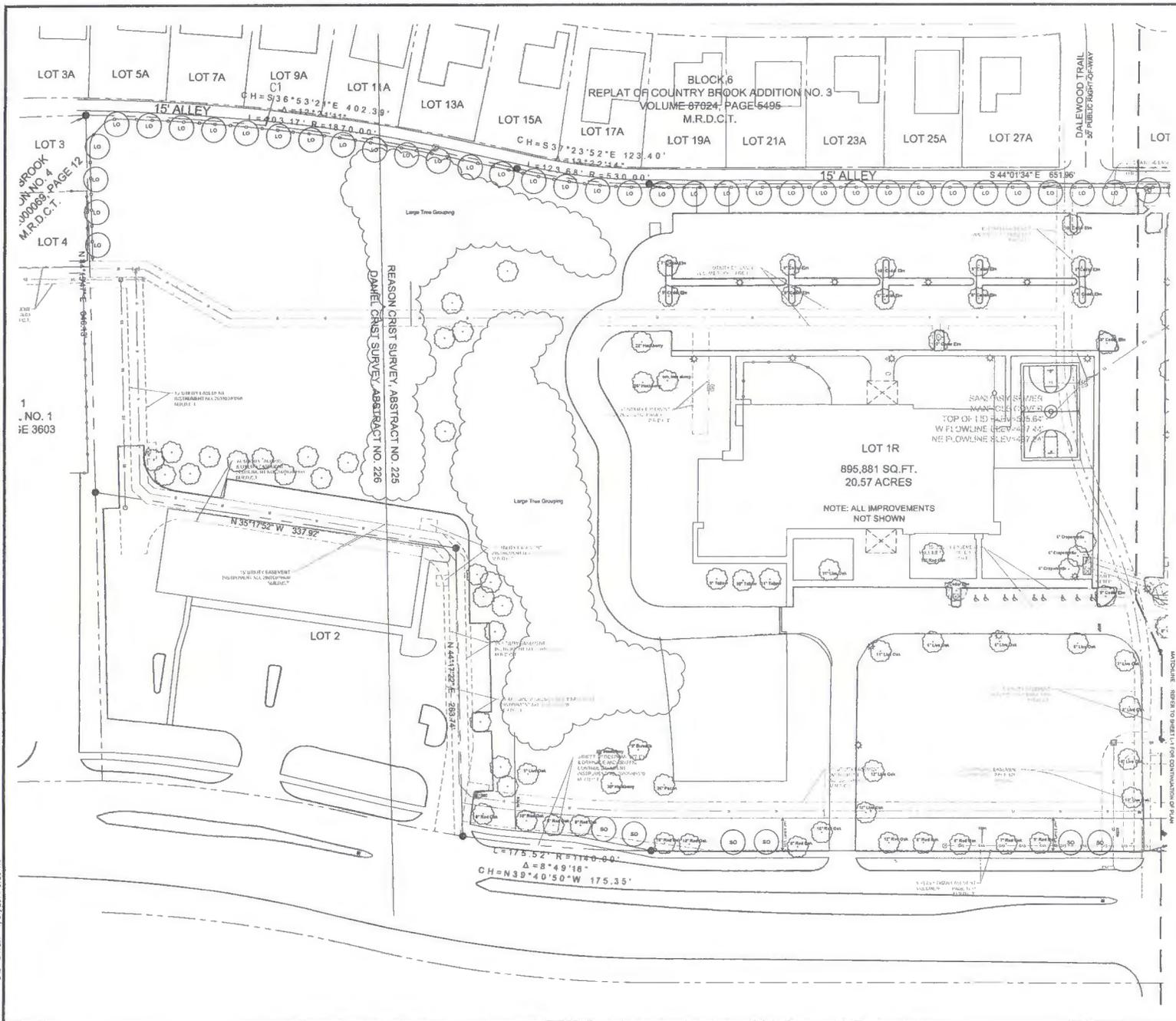
CITY OF GARLAND
 COUNTY SURVEY REASON CRIST SURVEY
 STATE TEXAS
 ABSTRACT NO. 225



PLOTTED BY: SCOTT HANKS
 PLOT DATE: 7/31/2014 9:59 AM
 LOCATION: J:\AUDITING_LRP\HARMONY-GARLAND\HARMONY-GARLAND_L1S.DWG
 USER: SWAYNE 7/27/2014 3:28 AM



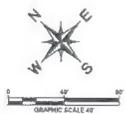
PLOTTED BY: SCOTT WILKER
 DATE: 1/27/2014 9:55 AM
 LOCATION: 1/AUTOCAD LRP VARIATION - GARLAND, TEXAS.DWG
 LAST SAVED: 1/27/2014 9:55 AM




Integration studio
 Landscape Architecture • Sustainable Site Planning • Natural Resource Design
John F. Murphy, ASLA
 1524 E. Bayshore Ave. Suite 12, 77099
 713.263.2622
 2700 E. Loam Road, Suite 12, 75040
 713.263.2622

- TREE LEGEND**
- Canopy Trees
- LO Live Oak
 - AE Chinese Elm
 - CE Crab Elm
 - PO Poisoned Tree
 - CO Cologan Oak
 - SD Shreve Oak
 - SI Sycamore Tree
 - RT Redwood Tree
- SHRUB LEGEND**
- ME Holly H. Berries
 - DM Dwarf Indian Hawthorne
 - MS Manzanita
 - RI Riverbank Rose
 - DR Dwarf Burford Holly
 - CS Cherry Sage

- LANDSCAPE NOTES**
- The project will have an underground exterior lighting system to meet all code requirements.
 - Install 4" layer of amended topsoil mulch to all planting beds.
 - Install 4" Base. Base to extend between all shrub beds and grass areas.
 - Shrub beds to have 12 inches of approved planting mix (75% topsoil, 25% compost) amount, 10% wetland soil.
 - Double mulch must be used to retain long strands along with double wire for material retained from a local source.



Benchmark
 City of Garland Monument GPS 53, being located at the North end of a curb inlet near the southeast corner of the intersection of Firewheel Parkway and Constable Drive. Elevation=516.87.

LEGAL DESCRIPTION
 20.57 AC
 FIREWHEEL BIBLE FELLOWSHIP ADDITION
 BLOCK 1, LOT 1R
 CITY FILE # 131028-2
SCHEMATIC PLAN

OWNER
 COSMOS FOUNDATION
 8321 W. SAN HOUSTON PKWY. S.
 HOUSTON, TX 77099
 PH 713.543.3333

APPLICANT
 GLAYMOORE ENGINEERING, INC.
 1105 CHEEK SPARGER RD. SUITE #1
 COCKLEYVILLE, TX 76034
 PH 817.281.0572

SURVEYOR
 TEXAS HERITAGE SURVEYING, INC.
 10810 METRIC DR. SUITE 124
 DALLAS, TX 75244
 PH 214.340.8700

CITY OF GARLAND STATE OF TEXAS
 COUNTY SURVEY ABSTRACT NO.
 DALLAS REASON CRIST SURVEY 225

GLAYMOORE ENGINEERING



HARMONY SCIENCE ACADEMY ADDITION
 2302 FIREWHEEL PARKWAY
 GARLAND, TX 75040
 CASE #: 131029-2

LANDSCAPE PLAN

DESIGN	JFM
CHECKED	JFM
CHECKED	CJC
DATE	01/21/2014
SHEET	L-2

EXHIBIT E

PLANT LIST

CANOPY TREES

4	AE	Chinese Elm	Ulmus parvifolia 'Alata'	3 1/2" cal. 65 gal. 11' ht. 5' spread
48	LD	Lava Oak	Quercus virginiana	3" cal. 65 gal. 10' ht. 5' spread
34	SO	Shumard Oak	Quercus shumardii	4" cal. 100 gal. 14' ht. 9' spread
3	CO	Chinquapin Oak	Quercus muhlenbergii	3" cal. 65 gal. 10' ht. 5' spread
5	CE	Cedar Elm	Ulmus crassifolia	3 1/4" cal. 65 gal. 12' ht. 9' spread

SHRUBS & GROUNDCOVERS

40	NR	Nalle R. Stevens Holly	Ilex 'Nalle R. Stevens'	7 gal. 36" oc. 24" height min.
40	MS	Mexicanthru	Miconia serotina 'Gracillima'	5 gal. 36" oc.
5	XR	Knockout Rose	Rosa 'Knockout'	5 gal. 36" oc.
71	DB	Dwarf Burford Holly	Ilex cornuta 'Burford nana'	7 gal. 36" oc. 24" height min.
6	DBH	Dwarf Indian Hawthorn	Raphidocarpus indica 'Pavia'	5 gal. 36" oc.
10	CS	Red Cherry Sage	Salvia greggii 'Red'	5 gal. 36" oc.

**City of Garland, Texas - Landscape Ordinance
 NEW EXPANSION CALCULATIONS**

Landscape Area
 Total site area = 131,066 sf
 Landscaped area = 10,240 sf (15%) Req
 22,815 sf Prov.

Parking Area = 22,522 sf
 Required Landscaped area within parking lot = 1,117 sf (5%)
 Provided landscaped area within parking lot = 1,166 sf

150 Development Standards
 1 - 4" cal tree every 30 feet along Firewheel Pkwy

Parking Lot Trees
 1 per every 10 spaces 92 spaces total

Required	Provided
7 Canopy	7 Proposed Canopy

Tree Mitigation

Species	Quantity	Total Inches Removed	Mitigation Required	Mitigation Provided
Pecan	1	24"	24" (100%)	24" (8 - 3 inch caliper trees)
Oak	4	35"	35" (100%)	38" (12 - 3 inch caliper trees)

EX. SITE CALCULATIONS

Landscape Area
 Total site area = 885,281 sf
 Landscaped area = 134,382 sf (15%) Req
 290,024 sf Prov.

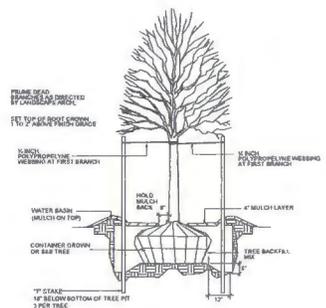
Parking Area = 74,808 sf
 Required Landscaped area within parking lot = 3,740 sf (5%)
 Provided landscaped area within parking lot = 3,829 sf

150 Development Standards
 1 - 4" cal tree every 30 feet along Firewheel Pkwy

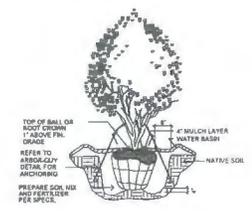
Screenwall Requirements
 1 - 3" cal tree every 30 feet along length of wall

Parking Lot Trees
 1 per every 10 spaces 254 spaces total

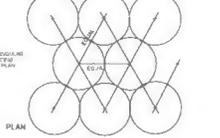
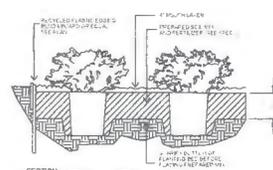
Required	Provided
26 Canopy	26 Existing Trees



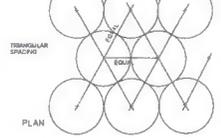
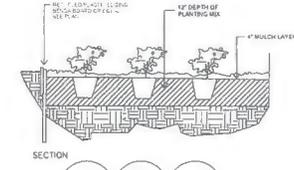
1 CANOPY TREE PLANTING
 SCALE: NONE



2 MULTI-TRUNK PLANTING
 SCALE: NONE



3 SHRUB PLANTING
 SCALE: NONE



4 GROUNDCOVER PLANTING
 SCALE: NONE

Benchmark
 City of Garland Monument GPS 53, being located at the North end of a curb and near the southwest corner of the intersection of Firewheel Parkway and Crossland Drive, Elevation: 516.47.

LEGAL DESCRIPTION
 20.57 AC
 FIREWHEEL BIBLE FELLOWSHIP ADDITION
 BLOCK 1, LOT 1R
 CITY FILE # 131029-2

OWNER
 COSMO FOUNDATION
 9321 W. SAM HOUSTON POWY. S.
 HOUSTON, TX 77099
 PH: 713.343.2333

APPLICANT
 CLAYMOORE ENGINEERING, INC.
 1100 CHEEK SPANGLER RD. SUITE #1
 COLLEVILLE, TX 76034
 PH: 817.281.6572

SURVEYOR
 TEXAS HERITAGE SURVEYING, INC.
 11050 METRIC DR. SUITE 124
 DALLAS, TX 75243
 PH: 214.340.5700

CITY OF GARLAND
 COUNTY: DALLAS SURVEY: REASON CRIST SURVEY ABSTRACT# 229

STATE
 TEXAS

DATE
 09/10/2010

SHEET
 L-3

LANDSCAPE DETAILS

EXHIBIT E



4 Northeast Elevation
1/8" = 1'-0"

NORTHEAST ELEVATION

TOTAL ELEVATION:	14,956 SF
STOREFRONT/DOORS:	4,472 SF
CALCULATED TOTAL:	10,484 SF
PRIMARY MASONRY:	
BRICK: 6,510/10,484 = 62%	86%
STONE: 2,488/10,484 = 24%	
SECONDARY MASONRY:	
EFS: 1,476/10,484 = 15%	14%



3 Southwest Elevation
1/8" = 1'-0"

SOUTHWEST ELEVATION

TOTAL ELEVATION:	15,119 SF
STOREFRONT/DOORS:	4,700 SF
CALCULATED TOTAL:	10,419 SF
PRIMARY MASONRY:	
BRICK: 5,398/10,419 = 51%	87%
STONE: 3,748/10,419 = 36%	
SECONDARY MASONRY:	
EFS: 1,353/10,419 = 13%	13%

MATERIAL SCHEDULE

LABEL	TYPE	PRODUCT/COLOR
ST-1	STONE VENEER	TO MATCH EXISTING BUILDING
BR-1	BRICK VENEER	TO MATCH EXISTING BUILDING
PT-1	PAINT	TO MATCH EXISTING BUILDING
EF-1	EIFS	TO MATCH EXISTING BUILDING

NORTHWEST ELEVATION

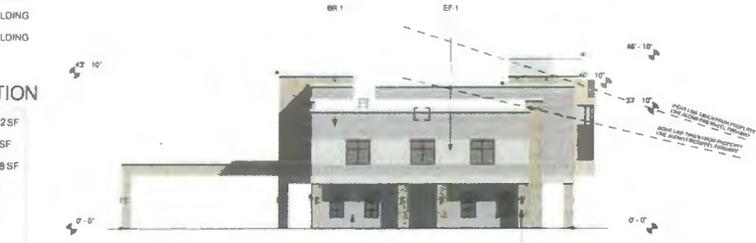
TOTAL ELEVATION:	2,106 SF
STOREFRONT/DOORS:	322 SF
CALCULATED TOTAL:	1,784 SF
PRIMARY MASONRY:	
BRICK: 1,091/1,784 = 60%	68%
STONE: 149/1,784 = 8%	
SECONDARY MASONRY:	
EFS: 508/1,784 = 32%	32%



1 Southeast Elevation
1/8" = 1'-0"

SOUTHEAST ELEVATION

TOTAL ELEVATION:	2,142 SF
STOREFRONT/DOORS:	744 SF
CALCULATED TOTAL:	1,398 SF
PRIMARY MASONRY:	
BRICK: 0/1,398 = 0%	96%
STONE: 1,341/1,398 = 96%	
SECONDARY MASONRY:	
EFS: 55/1,398 = 4%	4%



2 Northwest Elevation
1/8" = 1'-0"

NOTE: ACCUMULATIVE AREA OF THE WORDS "HARMONY SCIENCE ACADEMY" NOT TO EXCEED 35 SQUARE FEET.

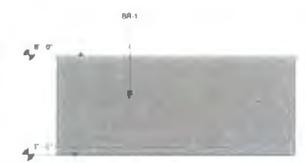
BUILDING TO BE IDENTIFIED BY NON-ILLUMINATED PERMANENT LETTERING FINISH TO MATCH EXISTING ADJACENT BUILDING.

HARMONY SCIENCE ACADEMY

5 SIGNAGE DETAIL
1/8" = 1'-0"



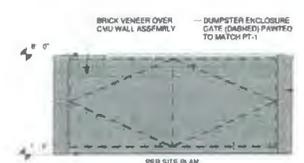
6 DUMPSTER ENCLOSURE
1/4" = 1'-0"



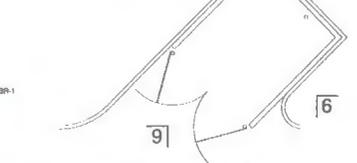
7 DUMPSTER ENCLOSURE
1/4" = 1'-0"



8 DUMPSTER ENCLOSURE
1/4" = 1'-0"



9 DUMPSTER ENCLOSURE
1/4" = 1'-0"



10 DUMPSTER ENCLOSURE PLAN
1/8" = 1'-0"



City Council Item Summary Sheet

Work Session

Date: March 18, 2014

Agenda Item

Zoning Ordinance

Summary of Request/Problem

Zoning Ordinance 14-02 The Javelin Group, LLC

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Submitted By:

**Anita Russelmann
Director of Planning**

Approved By:

**William E. Dollar
City Manager**

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING AN AMENDMENT TO PLANNED DEVELOPMENT (PD) DISTRICT 85-5 FOR COMPLEX FOR THE ELDERLY, A DETAIL PLAN, AND A SPECIFIC USE PERMIT FOR A NURSING HOME ON A 7.99-ACRE TRACT OF LAND LOCATED NORTHEAST OF THE INTERSECTION OF BROADWAY BOULEVARD AND COLONEL DRIVE; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 10th day of February, 2014, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **The Javelin Group, LLC**, and

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

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

Section 1.

Ordinance No. 4647 is hereby amended by approving an amendment to Planned Development District (85-5) for Complex for the Elderly, a Detail Plan, and a Specific Use Permit for a Nursing Home, on a 7.99-acre tract of land located northeast of the intersection of Broadway Boulevard and Colonel Drive, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2.

Development shall be in conformance with the conditions, restrictions, and regulations set forth in Exhibit B, attached hereto and made a part hereof.

Section 3.

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

Section 4.

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

Section 5.

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

PASSED AND APPROVED this _____ day of _____, 2014.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File 14-02

WHEREAS, David Mottahdeh, Trustee is the sole owner of a 7.99 acre tract of land situated in the John Little Survey, Abstract No. 761 in the City of Garland, Dallas County, Texas, and being all of Lots 1 and 2, Block 1 of Garland Retirement Center, an Addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in Volume 87141, Page 5208 of the Map Records of Dallas County, Texas and a portion of Lot 4, Block 1 of Safeway Addition No. 1, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in Volume 72081, Page 380 of the Deed Records of Dallas County, Texas, being those same tracts of land conveyed to David Mottahdeh by Deed recorded in Volume 94105, Page 4676, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for a corner in the northeast line of Lot 1, Block 1 of above said Safeway Addition No. 1, and the common southerly corner of Lot 2 and above said Lot 3 Block 1 of above said Garland Retirement Center, said point being N 44° 57' 53" W, 100.00 feet from a ¾ inch iron pipe found for a corner in the Northwest right-of-way line of Colonel Drive (80 foot public right-of-way at this point);

THENCE N 44° 54' 58" W, continuing along the above said Northeast line of above said Lot 1, Block 1 of the above said Safeway Addition No. 1 addition, and the southwest line of said Lot 2, Block 1 of the above said Garland Retirement Center, 230.00 feet to a 5/8 inch iron rod found for a corner;

THENCE S 45° 04' 42" W, 109.97 feet to an "X" found for a corner in the above said southwest line of Lot 4, Block 1 and the Northeast line of Lot 2, Block 1 of Safeway Addition No. 1;

THENCE N 44° 55' 17" W, along the common line of above said Lot 2 and Lot 4, 428.45 feet to a ¾ inch iron pipe found for a corner in the Southeast line of Lot 2R, Block 1 of Write Way Addition, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in Volume 78228, Page 938 of the Map Records of Dallas County, Texas, said point being the North corner of said Lot 2 of Safeway Addition No. 1;

THENCE N 45° 01' 49" E, along the northwest line of above said Lot 4, Block 1, of the Safeway Addition No. 1 and the northwest line of above referenced Lots 2 and 3, Block 1 of Garland Retirement Center and the southeast line of Club Country Addition an addition to the City of Garland, Texas, as recorded in Volume 79228, Page 938 of the

EXHIBIT A

Deed Records of Dallas County, Texas, also said line being the southeast line of a 20 foot alley, 754.18 feet to a capped iron rod found for a corner, said point being the common northwest corner of above referenced Lot 1 and Lot 2, Block 1 of Garland Retirement Center;

THENCE Southerly, along the common line of above said Lot 1 and Lot 2 and departing the Southeast line of said alley, the following courses and distances:

S 44° 57' 25" E, 200.00 feet to a ½ inch iron found for a corner;
S 00°02' 35" W, 122.93 feet to a 5/8 inch iron rod found for a corner;
S 45° 02' 35" W, 99.39 feet to a capped iron rod found for a corner;
S 44° 57' 25" E, 69.39 feet to a point for a corner;
S 00°02' 35" W, 150.00 feet to a point for a corner;
S 45° 02' 35" W, 78.29 feet to a capped iron rod found for a corner;
S 44° 57' 25" E, 33.64 feet to a 5/8 inch iron rod found for a corner;
S 22° 37' 44" E, 100.00 feet to a 5/8 inch iron rod found for a corner;
S 14° 54' 34" W, 139.75 feet to a 5/8 inch iron rod found for a corner;
S 45° 02' 35" W, 115.12 feet to the POINT OF BEGINNING and CONTAINING 348,026 square feet or 7.99 acres of land.

PLANNED DEVELOPMENT CONDITIONS

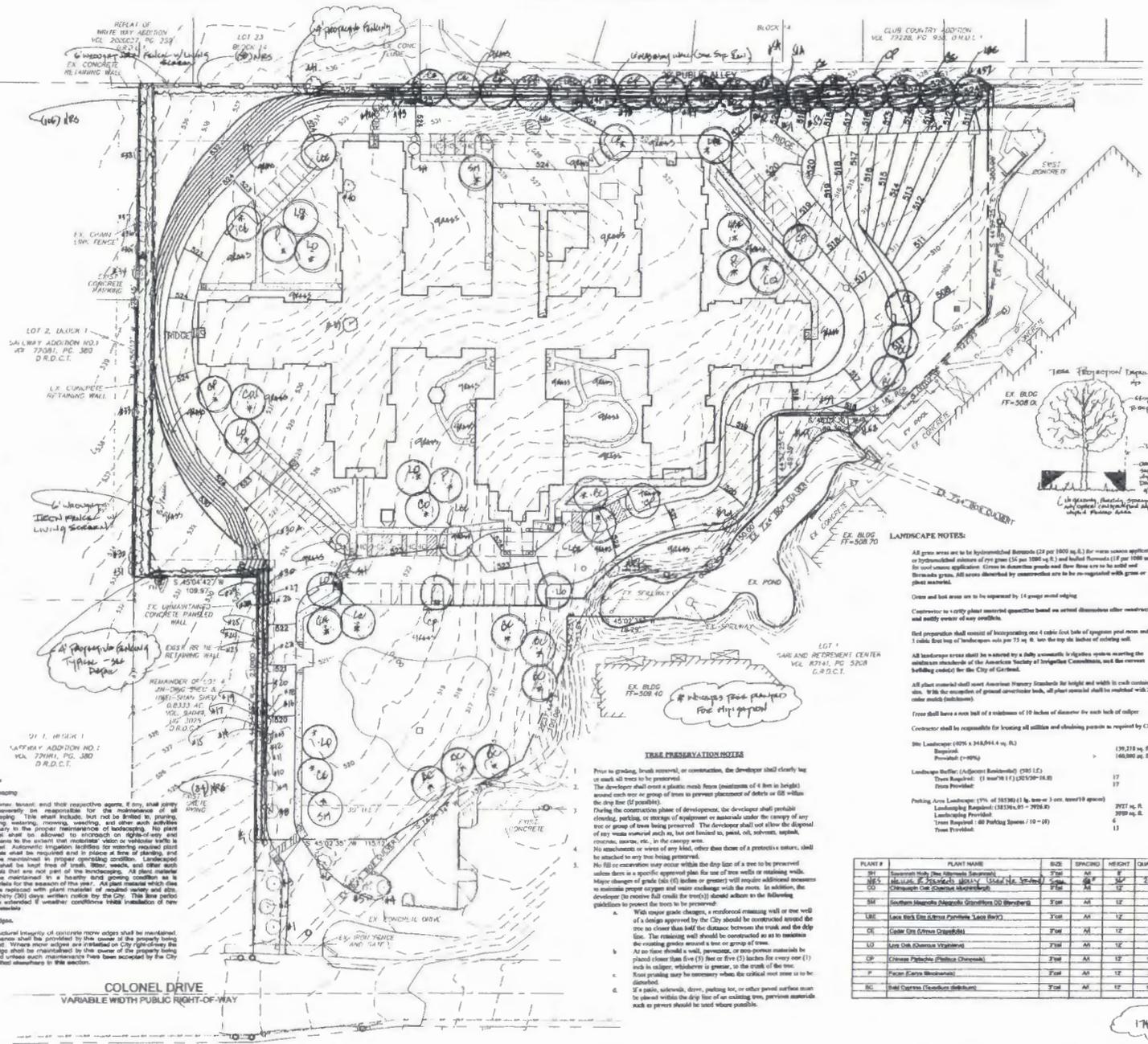
ZONING FILE 14-02

Northeast of the intersection of Broadway Boulevard and Colonel Drive

- I. **Statement of Purpose:** The purpose of this Planned Development District is to permit the construction of a nursing home subject to conditions.
- II. **Statement of Effect:** This Planned Development District shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All development shall comply with Ordinance No. 5410, Senior Living and Related Facilities. All regulations of the Multi-Family District set forth in Section 19, 32, and 33 of the Comprehensive Zoning Ordinance, Ordinance No. 4647 are included by reference and shall apply, except as otherwise specified in this ordinance.
- IV. **Development Plans:**
 - A. Detail Plan: Development shall be in general conformance with the approved Detail Plan set forth in Exhibit C; however, in the event of conflict between the Detail Plan and the conditions, the conditions shall prevail.
- V. **Specific Regulations:**
 - A. Permitted Uses: No uses shall be permitted except for a Nursing Home.
 - B. Specific Use Permit: The Specific Use Permit shall be tied to Advanced Healthcare for a period of twenty-five (25) years.
 - B. Architectural Standards and Building Façade: A minimum of 100% brick and/or stone shall be provided for each building. Exterior elevations shall be in conformance with the approved elevations (Exhibit E).
 - C. Landscaping: No perimeter fencing or screening shall be provided along the eastern property line. A six (6) foot tall wrought iron fence with brick columns and six (6) foot tall continuous row of evergreen shrubs shall be provided along the western property line and portion of the northern property line. The remainder of the screening along the northern property line shall consist of a six (6) foot tall masonry wall with trees. Landscaping shall be in general conformance with the approved Landscape Plan (Exhibit D).

- D. Signage: One monument sign shall be permitted on the subject property with the size and setback in compliance with the Senior Living Standards.
- E. Common Areas: A minimum of 5,836 square feet of indoor common areas shall be provided.

EXHIBIT D



PLANT #	TREE SPECIES	NO. TREES PROPOSED	PROPOSED SPECIES REPLACEMENT	SPECIES VALUE	REPLACEMENT VALUE	NOTES
1	Shrub Elm	1	Shrub Elm	1.00	1.00	
2	Shrub Elm	1	Shrub Elm	1.00	1.00	
3	Shrub Elm	1	Shrub Elm	1.00	1.00	
4	Shrub Elm	1	Shrub Elm	1.00	1.00	
5	Shrub Elm	1	Shrub Elm	1.00	1.00	
6	Shrub Elm	1	Shrub Elm	1.00	1.00	
7	Shrub Elm	1	Shrub Elm	1.00	1.00	
8	Shrub Elm	1	Shrub Elm	1.00	1.00	
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72	Shrub Elm	1	Shrub Elm	1.00	1.00	
73	Shrub Elm	1	Shrub Elm	1.00	1.00	
74	Shrub Elm	1	Shrub Elm	1.00	1.00	
75	Shrub Elm	1	Shrub Elm	1.00	1.00	
76	Shrub Elm	1	Shrub Elm	1.00	1.00	
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87	Shrub Elm	1	Shrub Elm	1.00	1.00	
88	Shrub Elm	1	Shrub Elm	1.00	1.00	
89	Shrub Elm	1	Shrub Elm	1.00	1.00	
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93	Shrub Elm	1	Shrub Elm	1.00	1.00	
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95	Shrub Elm	1	Shrub Elm	1.00	1.00	
96	Shrub Elm	1	Shrub Elm	1.00	1.00	
97	Shrub Elm	1	Shrub Elm	1.00	1.00	
98	Shrub Elm	1	Shrub Elm	1.00	1.00	
99	Shrub Elm	1	Shrub Elm	1.00	1.00	
100	Shrub Elm	1	Shrub Elm	1.00	1.00	

347.15 plants listed

LANDSCAPE NOTES:
 All grass areas to be hydroseeded Bermuda (20 per 1000 sq. ft.) for areas where application or hydroseeded mixture of ryegrass (50 per 1000 sq. ft.) and fescue (50 per 1000 sq. ft.) for soil erosion applications. Grasses to be seeded in 100% shade areas to be seeded with St. Augustine grass. All areas identified by contractor are to be re-graded with grass or other material.
 Crown and bed areas are to be separated by 14 gauge metal edging.
 Contractor to verify plant material quantities based on actual dimensions after construction and notify owner of any shortages.
 Bed preparation shall consist of incorporating one cubic foot bulk of organic soil and one cubic foot bulk of landscape soil per 75 sq. ft. over the top six inches of existing soil.
 All landscape areas shall be irrigated by a fully automatic in-ground system meeting the minimum standards of the American Society of Irrigation Consultants, and the current building code(s) for the City of Garland.
 All plant material shall meet American Nursery Standards for height and width to each container size. Within the exception of ground cover plants, all plant material shall be installed with 2" of each container (minimum).
 Trees shall have a root ball of a minimum of 18 inches of diameter for each inch of caliper.
 Contractor shall be responsible for bracing all utilities and obtaining permits as required by City.
 Site Landscape (005 + 248,944 sq. ft.)
 Proposed: 100%
 Landscape Available (Adjusted Remainder) (285 L.F.)
 Trees Required: (1 inch/1") (125/20-14.8)
 Trees Provided: 17
 Parking Area Landscape (7% of 28336) (1 sq. meter x 1 sq. meter @ 10 sq. meter)
 Landscape Available: 28336
 Landscape Provided:
 Trees Required: (40 Parking Spaces / 10-14)
 Trees Provided: 11

TREE PRESERVATION NOTES
 Prior to grading, break removal, or construction, the developer shall clearly tag or mark all trees to be preserved.
 The developer shall erect a plastic shield fence (minimum of 6 feet in height) around each tree or group of trees to prevent placement of debris or fill within the drip line (if possible).
 During the construction phase of development, the developer shall prohibit clearing, parking, or storage of equipment or materials under the canopy of any tree or group of trees being preserved. The developer shall not allow the disposal of any waste material such as, but not limited to, paint, oil, solvent, hydraulic, concrete, mortar, etc., in the canopy area.
 No construction or work of any kind, within three times of a protective barrier, shall be conducted to any tree being preserved.
 No fill or excavation may occur within the drip line of a tree to be preserved unless there is a specific approved plan for the use of tree wells or retaining walls. Major changes of grade (six (6) inches or greater) will require additional measures to maintain proper oxygen and water relations with the roots. In addition, the developer to receive full credit for the tree(s) located within the following guidelines to protect the trees to be preserved:
 1. With major grade changes, a rootwood retaining wall or tree well of a design approved by the City should be constructed around the tree no closer than half the distance between the trunk and the drip line. The retaining wall should be constructed as to maintain the existing grade around a tree or group of trees.
 2. At no time should a wall, retaining, or other any device be placed closer than five (5) feet or five (5) inches for every one (1) inch in caliper, whichever is greater, to the trunk of the tree.
 3. Root pruning may be necessary when the critical root zone is to be disturbed.
 4. If a pipe, sidewalk, down, parking lot, or other paved surface must be placed within the drip line of an existing tree, previous materials such as gravel should be used where possible.

PLANT #	PLANT NAME	SIZE	SPACING	HEIGHT	QUANTITY
01	Shrub Elm	12"	12"	12"	1
02	Shrub Elm	12"	12"	12"	1
03	Shrub Elm	12"	12"	12"	1
04	Shrub Elm	12"	12"	12"	1
05	Shrub Elm	12"	12"	12"	1
06	Shrub Elm	12"	12"	12"	1
07	Shrub Elm	12"	12"	12"	1
08	Shrub Elm	12"	12"	12"	1
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97	Shrub Elm	12"	12"	12"	1
98	Shrub Elm	12"	12"	12"	1
99	Shrub Elm	12"	12"	12"	1
100	Shrub Elm	12"	12"	12"	1

Revised 1/21/14

174 trees listed

TREE MANAGEMENT PLAN

LANDSCAPE PLAN

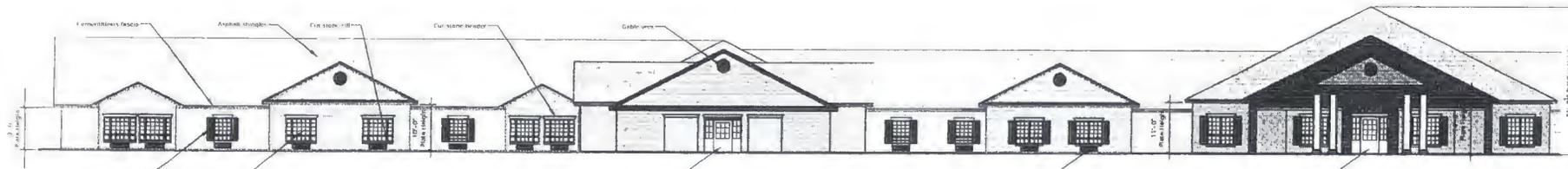
GARLAND NURSING

COLONEL DRIVE
 GARLAND RETIREMENT CENTER
 LOT 1R, BLOCK 1, 7.00 Acres
 City of Garland, Dallas County, Texas
 Developer/Contractor

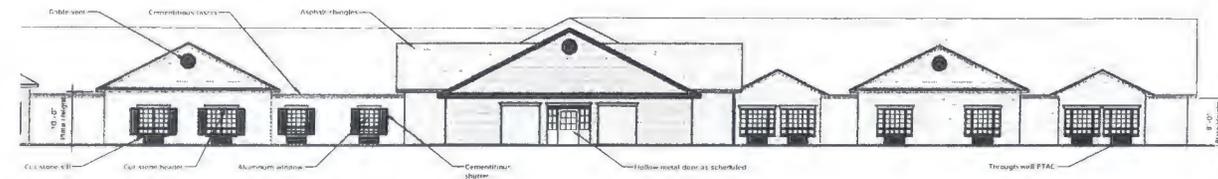
DONICA CONSTRUCTION & DEVELOPMENT
 2401 Lee Circle, Sherman, Oklahoma 74309
 Contact: Mark Donica 405-701-5854



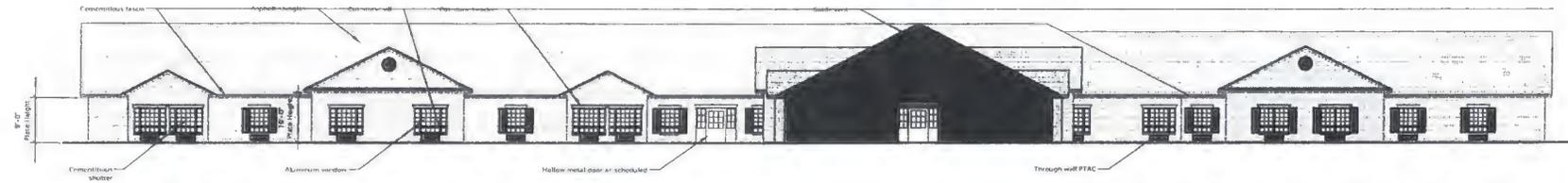
1 Southeast (Front) Elevation
1" = 20'-0"



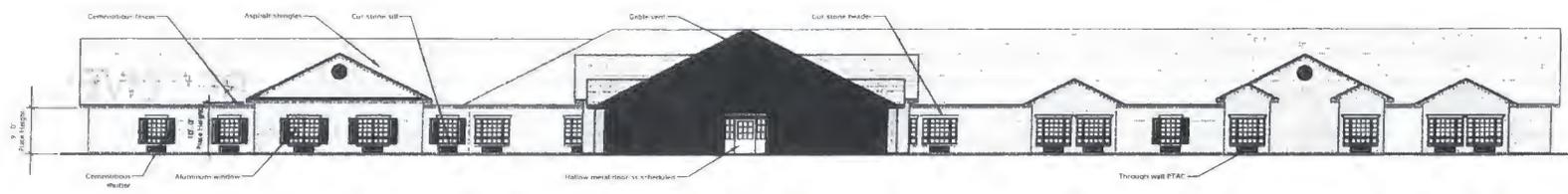
2 Partial Front Elevation
3/32" = 1'-0"



3 Partial Front Elevation
3/32" = 1'-0"



4 Southwest Elevation
3/32" = 1'-0"



5 Northeast Elevation
3/32" = 1'-0"

EXHIBIT E



Donica Construction & Development, LLC
2401 Two Circle, Suite 100 Norman, OK 73069
Voice: 405.703.5854 Fax: 405.703.5855



100 South U. S. Highway 183
Lubbock, Texas 79604
Voice: 817.259.4175
Fax: 817.259.4004
DFD Architects



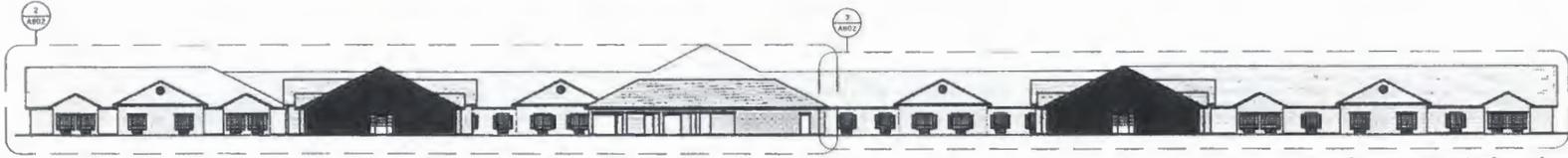
Will R. Powell
12.31.13

Advanced Health Solution
2225 E. Randol Mill Road
Suite 630
Arlington, Texas 76001
1101 Colonel Dr., L.L.C.
2071 Flatbush Avenue
Suite 22
Brooklyn, NY 11234
A new 120 bed Nursing Home
Garland, Texas

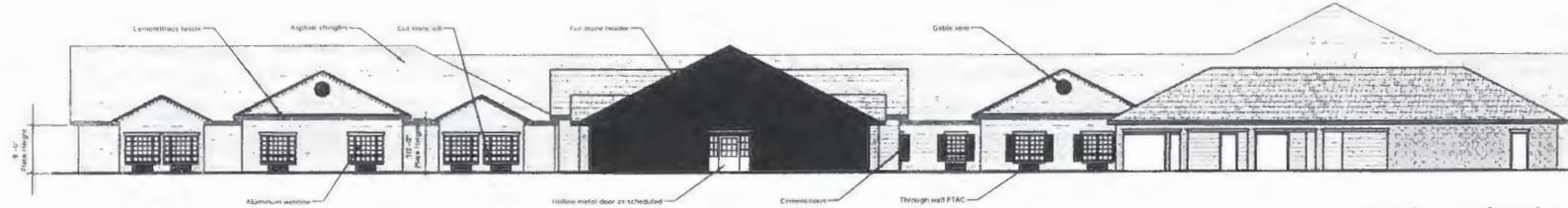
December 31, 2013

Exterior Elevations
A801

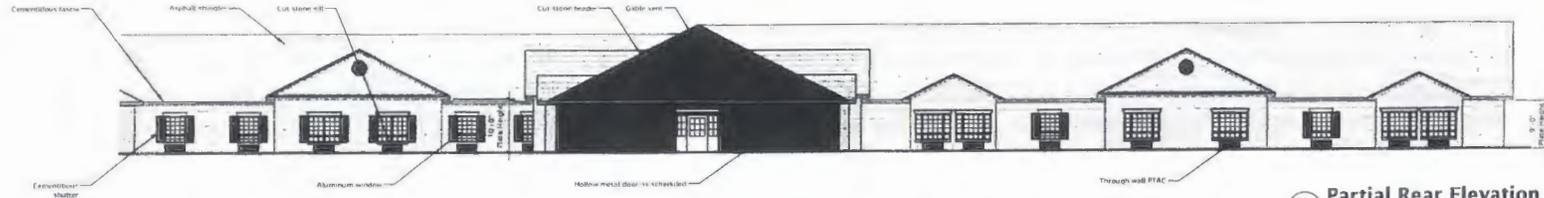
Note: All facades to be 100% masonry.



1 Northwest (Rear) Elevation
3/32" = 1'-0"

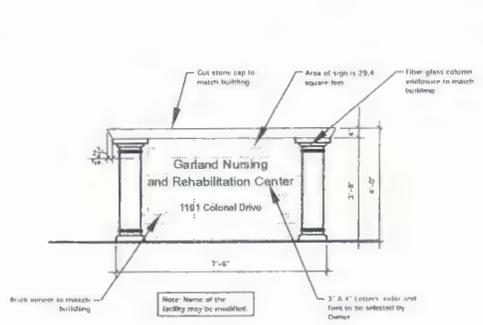


2 Partial Rear Elevation
3/32" = 1'-0"

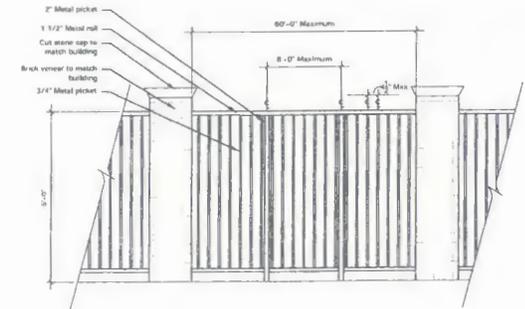


3 Partial Rear Elevation
3/32" = 1'-0"

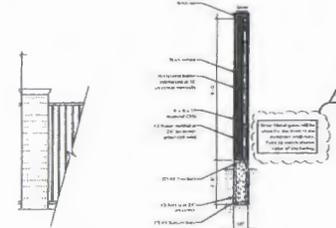
EXHIBIT E



4 Monument Sign
1/2" = 1'-0"



5 Fence Elevation
Not to Scale



6 Dumpster Enclosure Detail
1/2" = 1'-0"



Dionica Construction & Development, LLC
2402 Tee Circle, Suite 107 Norman, OK 73069
Phone: 405.393.5854 Fax: 405.393.5855



109 South U.S. Highway 183
Lawton, Texas 73841
Phone: 512.258.4375 Fax: 512.258.4604
DFD Architects

Response to City Comments
01/30/2014



Will P. Lawton
01.30.14

Advanced Health Solution
2225 E. Randol Mill Road
Suite 630
Arlington, Texas 76001

1101 Colonel Dr., L.L.C.
2071 Flatbush Avenue
Suite 22
Brooklyn, NY 11234
A new 120 bed Nursing Home
Garland, Texas

January 30, 2014

Exterior Elevations
A802



City Council Item Summary Sheet

Work Session

Date: March 18, 2014

Agenda Item

Bio-Tel Interlocal Agreement

Summary of Request/Problem

At the March 3, 2014 Work Session, Council considered entering into a two-year interlocal agreement in the amount of \$180,102 with the City of Dallas for Bio-Tel System services for medical control for emergency medical services.

The City of Garland uses Bio-Tel services to provide medical control for emergency medical services.

Recommendation/Action Requested and Justification

Approve, by minute action, authorization of the City Manager to execute an interlocal agreement with the City of Dallas for Bio-Tel services in the amount of \$180,102.

Submitted By:

**Raymond Knight
Fire Chief**

Approved By:

**William E. Dollar
City Manager**

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF DALLAS, a Municipal Corporation, located in Dallas County, Texas, ("CITY") and GARLAND, TEXAS, a political subdivision of the State of Texas ("GARLAND").

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the BioTel System, staffed by Parkland Health and Hospital System physicians, paramedics, registered nurses, and clerical staff, was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, the CITY has, pursuant to Resolution No. 13-1556, entered into an Interlocal Agreement effective October 1, 2013, with Parkland Health and Hospital System to staff the Dallas Emergency Medical Service Radio Center and provide Biomedical On-line Supervision services; and

WHEREAS, the CITY desires to contract with GARLAND for the sale of BioTel services and GARLAND desires to purchase from CITY the BioTel system services;

WHEREAS, the Contract for Biomedical On-Line Supervision for Emergency Medical System services between the City of Dallas and Dallas County Hospital District d/b/a Parkland Health & Hospital System for the provision of BioTel System services, entered into on September 11, 2013 (the "Contract"), is incorporated herein by reference thereto, the same as if copied herein; and

NOW THEREFORE, CITY and GARLAND hereby enter into this Interlocal Agreement, for the mutual considerations stated herein:

I.

This Agreement should be administered on behalf of the CITY by the Chief of the Fire Department or his designee ("Chief or Director").

II.

Upon CITY'S request, the BioTel System shall provide to GARLAND the medical control operation services selected from the list of services described in the contract between the CITY and Parkland Health and Hospital System.

III.

For the performance of the services provided by the BioTel System, GARLAND agrees to pay CITY for all services provided by CITY an annual biotelemetry fee to be calculated on a per capita basis and CITY shall issue an invoice reflecting said fee in an amount not to exceed \$90,051.00 for year 2013-2014 and \$90,051.00 for year 2014-2015, for a total not to exceed amount of \$180,102.00 for this term. Payments for each of the various services requested from the CITY by GARLAND will be made within thirty days after receipt of the invoice from CITY. All payments made under this agreement shall be made from currently available funds. Failure by the GARLAND City Council to appropriate sufficient funds for the purpose of performing this Agreement shall operate as an automatic termination of the Agreement. GARLAND shall pay City for all services performed prior to GARLAND notifying City of such termination.

IV.

The term of this Agreement shall be coterminous with the CITY's Contract with Parkland Health & Hospital System, which shall begin as of October 1, 2013, and end on September 30, 2015. Either party to this Agreement may terminate the performance of services under this agreement on thirty (30) days written notice to the other party. GARLAND agrees to pay CITY for the services authorized by the Chief and completed prior to the effective date of termination.

V.

GARLAND agrees to be responsible for its own acts of negligence and CITY agrees to be responsible for its own acts of negligence, which may arise in connection with the purchase, use, and operation of BioTel System services. In the event of joint and concurrent negligence, GARLAND and CITY agree that responsibility shall be apportioned comparatively in accordance with the laws of the State of Texas. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VI.

All notices, communications and reports under the Agreement shall be mailed or delivered to the respective parties as follows:

To CITY:
Chief, Fire Department
7AS City Hall
1500 Marilla Street
Dallas, Texas 75201

To GARLAND, TEXAS:
Chief, Fire Department
City of Garland
1500 Highway 66
Garland, Texas 75040

VII.

A. MISCELLANEOUS PROVISIONS

1. Each party to this Agreement paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

2. This Agreement is entered into subject to the Charter and ordinances of the City of Dallas, as amended, and applicable Texas State laws. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas; and exclusive venue for any litigation that may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

3. This Agreement can be revised at anytime by mutual consent of the parties and shall be revised by written amendment(s) to this Agreement and signed by both parties. No oral modifications can be made to this Agreement.

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

5. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON THE FOLLOWING PAGE.

EXECUTED as of this the ____ day of _____, 2013, by CITY and GARLAND, TEXAS.

APPROVED AS TO FORM:
WARREN M. S. ERNST
City Attorney

CITY OF DALLAS
A. C. GONZALEZ
Interim City Manager

BY  _____
Assistant City Attorney

BY _____
Assistant City Manager

GARLAND, TEXAS

GARLAND, TEXAS

BY _____
City Attorney

BY _____
City Manager



Planning Report

File No: 14-05/District 7

Agenda Item:

Meeting: Plan Commission

Date: February 24, 2014

REQUEST

Approval of 1) an amendment to Planned Development District (05-57) for Shopping Center Uses, 2) a Detail Plan, 3) a Specific Use Permit for a Restaurant with Drive Through, and 4) variances to Section 30.89 and Section 30.106 of the Sign Ordinance regarding signs projecting above the roofline and maximum allowable attached signage.

LOCATION

2200 North Jupiter Road

APPLICANT

GFC Leasing Corp., LLC

OWNER

Rhee Bros., Inc.

BACKGROUND

In 2002, City Council approved Planned Development (PD) District 02-11 for Shopping Center Uses which included the subject property and the adjacent property to the east. In 2005, City Council approved a Detail Plan under Planned Development (PD) District 05-57 for retail sales/personal service on the subject property, which never developed. The applicant requests an amendment to Planned Development (PD) District 05-57, a Detail Plan and a Specific Use Permit for a restaurant with drive through.

SITE DATA

The subject property contains approximately 0.93 acres of land with approximately 230 feet of frontage on North Jupiter Road. The site is undeveloped however, there is existing parking and access drives. A portion of the property that was included in the detail plan under Planned Development (PD) 05-57 will not be a part of the request. This portion will be used for future development in conjunction with the remaining property east of the subject property.

USE OF PROPERTY UNDER CURRENT ZONING

The current zoning is Planned Development (PD) District 05-57 for Shopping Center Uses. The PD District permits the uses allowed within the Shopping Center (SC) District. The Shopping Center (SC) District provides for the establishment of convenient retail and personal service activities by grouping compatible uses in a single center which is designed in an integrated manner according to an overall site plan. Restaurant with Drive Through is permitted in the Shopping Center (SC) District with approval of a Specific Use Permit.

CONSIDERATIONS

1. The applicant proposes an amendment to the Planned Development District, Detail Plan and Specific Use Permit to develop the subject property with a 2,155 square foot Golden Chick restaurant with drive through. The subject property is a portion of a property included within PD 05-57 which included a detail plan for retail sales/personal service, which never developed. The existing access drives and parking that were constructed for the previous development plan will serve the proposed restaurant with drive through. The proposed use provides a neighborhood scale service for the surrounding area.

2. The intent of the property owner is to combine the remnant portion of the subject property with frontage along North Jupiter Road with the undeveloped property to the east for a future development. There are no development plans at this time. However, there is an approved Detail Plan on the adjacent property under Planned Development (PD) District 02-11 for a grocery store.

3. The parking requirement for restaurant with drive through is one space per 50 square feet of seating area plus 8 spaces. The site is required 27 parking spaces and 37 spaces have been provided.

4. Screening and Landscape Standards: The proposed landscape plan is in conformance with the requirements of the Screening and Landscape Standards including a ten foot landscape buffer with required tree plantings, parking lot landscaping and screening and screening of the dumpster. The applicant is extending the landscape buffer to the full extent of the existing property line along North Jupiter Road.

5. Signage: Section 30.89 of the Sign Ordinance states that signs may be placed on the first 30" above the roof on a parapet or similar projection which is continuous on two or more sides of the structure. The applicant requests a variance to this requirement to place the attached signage on the portion of building that extends above the roof. The applicant contends this is an extension of the parapet and should be permitted.

6. Section 30.106 of the Sign Ordinance limits the amount of attached signage to two (2) times the width of the occupant space as measured along the main entrance or frontage. The total allowable attached signage based on the 32 feet of frontage is 64 square feet. The applicant request a variance to allow for approximately 116 square feet of attached signage, which exceeds the allowable square footage by 52 square feet. The applicant contends the main entrance is the southern elevation and therefore the calculation should be based on the width of this elevation.

7. Planned Development (PD) 05-57 included a condition allowing a freestanding pole sign on the subject property with a height of 20 feet, 6 inches, 140 square feet in sign area and a 25 foot setback from the front property line. The applicant will retain this condition and comply as stated. A portion of the freestanding sign will include a programmable message board and will comply with the Sign Ordinance with regard to timing of messages and limitations on images.

8. Specific Use Permit: The applicant requests the Specific Use Permit for a twenty-five (25) year time period tied to Montemayor GC, LLC.

COMPREHENSIVE PLAN

The Envision Garland Plan designates the subject property as Neighborhood Center. Neighborhood Centers provide a mix of retail, services and community gathering places. These areas should be appropriately scaled to adjacent residential areas. The proposed use is consistent with the development type encouraged by Envision Garland. The additional service to the surrounding neighborhoods would be an asset.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

Property to the north is zoned Planned Development (PD) District 97-15 for Shopping Center Uses and is developed with a bank. Property to the south is zoned Shopping Center (SC) District and is developed with a restaurant with drive through and Home Depot. Properties to the west, across North Jupiter Road, are within the city of Richardson and developed with single family homes. Property to the east is zoned Planned Development (PD) District 02-11

for Shopping Center Uses and is partially undeveloped. There is a GP&L substation on a portion of the property.

Given the established surrounding uses, the development of the site with a restaurant with drive through would be a compatible and suitable use. The development of the site for a restaurant with drive through would not compromise the ability to develop the undeveloped tract east of the site.

STAFF RECOMMENDATION

Approval of 1) an amendment to Planned Development District (05-57) for Shopping Center Uses, 2) a Detail Plan, and 3) a Specific Use Permit for a Restaurant with Drive Through. A restaurant with drive through is a suitable use for a neighborhood scale activity center.

Approval of a variance to Section 30.89 of the Sign Ordinance to allow a portion of the sign to extend above the roof. The building extension, though only extended on one side, is integrated into the building design in a manner that meets the intent of the sign ordinance.

Denial of a variance to Section 30.106 of the Sign Ordinance regarding attached signage. There are no site constraints that would make compliance with the ordinance impractical. Additionally, the subject property will have a freestanding pole sign with an electronic programmable message board that will be highly visible from North Jupiter Road.

ADDITIONAL INFORMATION

- i. Location Map
- ii. PD Conditions
- iii. Photos

CITY COUNCIL DATE: March 18, 2014

PREPARED BY:

Chasidy Allen, AICP
Principal Planner
Planning and Community Development
972-205-2456
challen@garlandtx.gov

REVIEWED BY:

Anita Russelmann
Director of Planning
Planning and Community Development



0 100 200 Feet

ZONING Z 14-05

 INDICATES AREA OF REQUEST

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE 14-05

2200 North Jupiter Road

- I. **Statement of Purpose:** The purpose of this Planned Development District is to permit the construction of a restaurant with drive through subject to conditions.
- II. **Statement of Effect:** This Planned Development District shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Shopping Center District set forth in Section 24, 32, and 33 of the Comprehensive Zoning Ordinance, Ordinance No. 4647 are included by reference and shall apply, except as otherwise specified in this ordinance.
- IV. **Development Plans:**
 - A. Detail Plan: Development shall be in general conformance with the approved Detail Plan set forth in Exhibit C; however, in the event of conflict between the Detail Plan and the conditions, the conditions shall prevail.
- V. **Specific Regulations:**
 - A. Permitted Uses: No uses shall be permitted except for the uses listed under the Shopping Center (SC) District.
 - B. Screening and Landscaping: Screening and landscaping shall be in conformance with the Landscape Plan identified as Exhibit D.
 - C. Building Elevations: Building elevations shall be in conformance with the elevations as reflected on Exhibit E.
 - D. Signage: A freestanding pole sign shall be permitted with a height not to exceed twenty (20) feet, six (6) inches, sign area of 140 square feet and a minimum setback of twenty-five (25) feet. Attached signage shall be limited to a total of 116 square feet. Roof signage shall be permitted as reflected on Exhibit E.

SPECIFIC USE PERMIT CONDITIONS

ZONING FILE 14-05

2200 North Jupiter Road

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to permit the construction of a restaurant with drive through subject to conditions.
- II. **Statement of Effect:** This Planned Development District shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Shopping Center District set forth in Section 24, 32, and 33 of the Comprehensive Zoning Ordinance, Ordinance No. 4647 are included by reference and shall apply, except as otherwise specified in this ordinance.
- VI. **Specific Regulations:**
 - A. Specific Use Permit: The Specific Use Permit shall be tied to Montemayor GC, LLC for a period of twenty-five (25) years.

City of Garland-Landscape Requirements

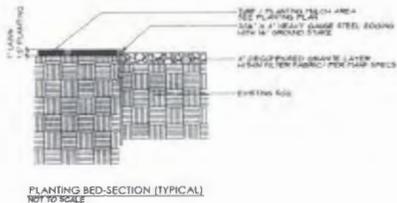
CITY OF GARLAND SCREENING AND LANDSCAPE STANDARDS
SITE AREA: 49,309 SF

7.0 SCREENING AND LANDSCAPING OF NON-RESIDENTIAL YARDS ADJACENT TO PUBLIC STREETS
 7.1 All yards: A minimum ten (10) foot wide landscape buffer shall be provided adjacent to all street rights-of-way and shall be maintained as permanent green space.
 7.1.1 One (1) large tree or three (3) small/ornamental trees, varieties as specified in Section 3.1, shall be provided for each five hundred (500) square feet (or any fraction thereof) of landscape buffer, and shall be planted within the landscape buffer.
 7.1.2 No screening or fencing other than earthen berms may be located within the required landscape buffer unless otherwise specified herein.
CLASS OF LANDSCAPE BUFFER / 500' ± 3.3 (9) TREES REQUIRED IN 10' BUFFER
7.1.2 LARGE TREES AND 8 ORNAMENTAL TREES + 9.5 TREES PROVIDED (OUTSIDE OF LANDSCAPE BUFFER - GARLAND P&L / UTILITY EASEMENT RESTRICTION)

8.0 SCREENING AND LANDSCAPING OF SITE FEATURES
 8.1 Non-Residential And Multi-Family Residential Surface Parking Areas:
 8.1.1 A minimum of five (5) percent of the total parking area shall be landscaped. Such landscaping shall be distributed within the parking area, occurring within medians, islands, or point-to-points.
29,990 SF PARKING AREA X 5% = 1,500 SF REQUIRED AS LANDSCAPE (18.5X) 1,844 SF PROVIDED AS LANDSCAPE
 8.1.1.1 One (1) large tree or three (3) small/ornamental trees shall be provided for each ten (10) parking spaces and shall be located in such a manner that no parking space is further than one hundred (100) feet from a required tree.
39 PARKING SPACES / 10' ± (1.9) 4 TREES REQUIRED WITHIN PARKING AREAS
 8.1.1.2 A minimum of one (1) large tree or three (3) small/ornamental trees shall be provided for each ten (10) parking spaces and shall be located in such a manner that no parking space is further than one hundred (100) feet from a required tree.
 8.1.2 Parking areas other than those designed for heavy vehicles shall be screened from public streets and adjacent residential districts. Screening shall consist of one or a combination of the following alternatives. In each case, screening shall have a continuous minimum height of twenty-four (24) inches above the top of the adjacent parking area curb.
 8.1.2.1 Masonry walls
 8.1.2.2 Landscaped earthen berms
 8.1.2.3 Evergreen shrubs
 8.1.2.4 Any combination of the above
 8.1.2.5 Landscaping installed to meet the requirements of Section 8.1.2 shall be in addition to any landscaping installed to meet the requirements of Section 8.1.1.
 8.1.2.6 Where walls, grade differential, or setbacks between parking areas and surrounding properties accomplish the intent of this section, the requirements of Section 8.1.2 shall not apply.
PARKING AREA SCREENED WITH SHRUBS IN 3' WIDE BED

LANDSCAPE LEGEND

	CANOPY TREE-LANDSCAPE BUFFER Landscape Elm
	CANOPY TREE-PARKING AREA Red Oak
	ORNAMENTAL TREE Tree Crapemyrtle
	ORNAMENTAL SHRUB Dwarf Burford Holly / Indian Hawthorn Dwarf Shrubbery Ornamental Grass Dwarf Yucca / Salvia Dwarf Shrubbery Ornamental Grass Gulf Portulaca
	GROUNDCOVER - SEASONAL Sedum
	GROUNDCOVER - PERENNIAL Dwarf Yucca
	TURF GRASS - SOD Hydroseeded Bermuda Grass / Bermuda Grass



Planting Legend

Quantity	SF	COMMON NAME	BOTANICAL NAME	SIZE MINIMUM	SPACING ON CENTER	DESCRIPTION	ALTERNATE-SIZE LANDSCAPE ARCHITECTS OWNERS APPROVAL
4	12	RED OAK	QUERCUS SCALPARI	3" CALIPER 85 GALLON 17' HEIGHT 6" SPREAD	AS PER PLAN	SINGLE TRUNK 3" CLEAR TRUNK FULL-MATCHED	CELESTIAL CYPRESS
13	13	TREE CRAPMYRTLE	LAGERSTROMIA INDICA "OPALMITE RED"	3" CALIPER 85 GALLON 17' HEIGHT 6" SPREAD	AS PER PLAN	SINGLE TRUNK 3" CLEAR TRUNK FULL-MATCHED	CEDAR ELM
167	167	DWARF BURFORD HOLLY	ILEX CORNUTA BURFORDI	1.5" CALIPER 5 GALLON 8" HEIGHT 4" SPREAD	AS PER PLAN	MUL-T-TRUNK 4-8 CANES FULL-MATCHED	TREE POSSIBLY MAY ORNAMENTAL "CHERRY"
16	16	DWARF INDIAN HAWTHORN	RAPHIDOLEPS INDICA "CLARA"	3" CALIPER 85 GALLON 17' HEIGHT 6" SPREAD	30' OC	FULL TO BASE FULLY ROOTED	COMPACT GREEN SAGE
116	228	SQ FT -YALPUN HOLLY	ILEX VOMITORIA	3" CALIPER 5 GALLON 8" HEIGHT 4" SPREAD	18" OC (612)	FULL TO BASE FULLY ROOTED	NANDINA COMPACTA
197	394	SQ FT -SALVIA	SALVIA GREGGII	3" CALIPER 5 GALLON 8" HEIGHT 4" SPREAD	18" OC	FULL TO BASE FULLY ROOTED	SQ FT - HAMELI GRASS PENNISETUM ALOPECUROIDES
290	580	SQ FT -Gulf MURLY	MUNEBERGIA CAPILLARS	3" CALIPER 5 GALLON 8" HEIGHT 4" SPREAD	18" OC	FULL TO BASE FULLY ROOTED	SQ FT - HAMELI GRASS PENNISETUM ALOPECUROIDES
		LN FT STEEL EDGER	BROWN POWDER COATED 14 GAUGE GALVANIZED STEEL EDGER TO SEPARATE ALL BEDS FROM GRASS AREAS				
	12,890	TURF GRASS	SEPARATE ALL BEDS FROM GRASS AND DECOMPOSED GRANITE AREAS BUFFALO GRASS SOD - BUCKLE OR DAUGHTER'S CONTRACTOR TO VERIFY QUANTITY				HYDROSEEDED BERMAUDA / SOD CYNOODON SPP TFF 419

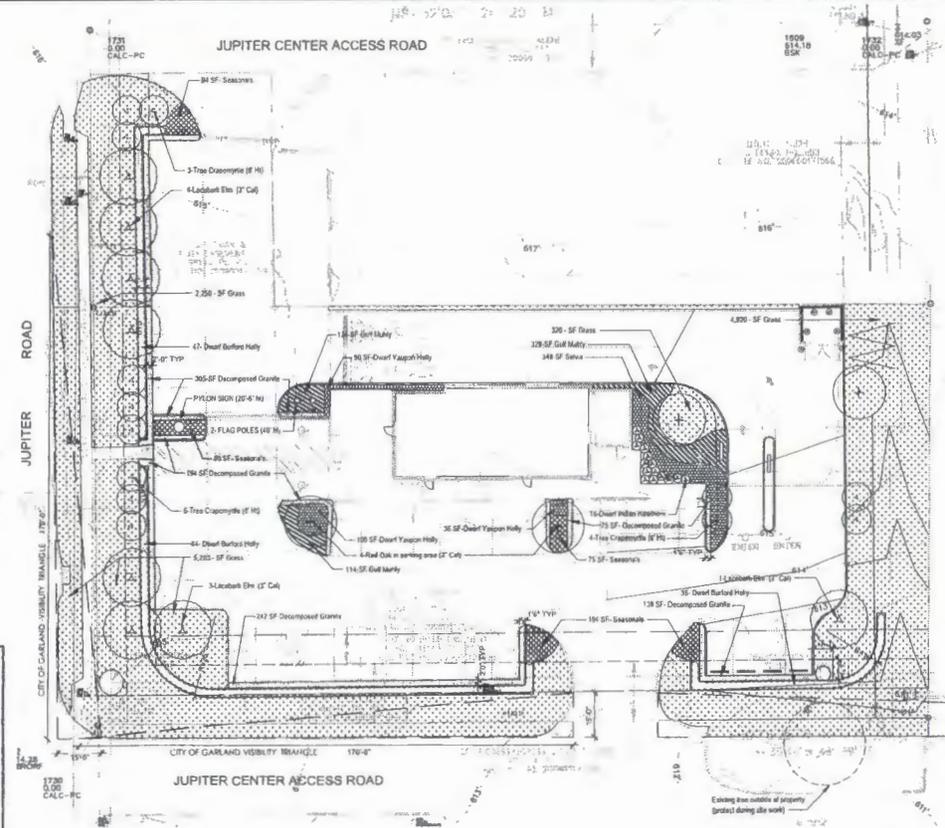
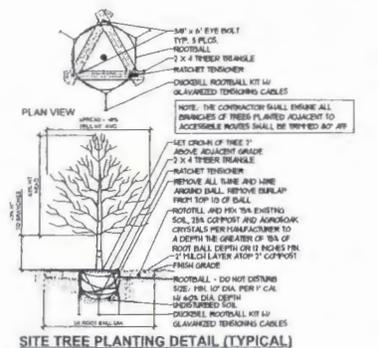
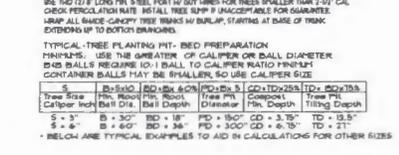
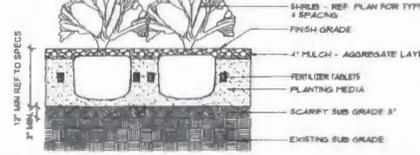
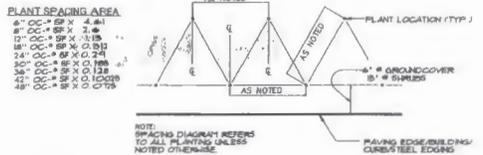


EXHIBIT D

DRAWN BY: KC
 CHECKED BY: GC/KC

EJES
 12000 CENTRAL EXPRESSWAY, SUITE 600, ROCK FORTLAND, TEXAS 77158
 DALLAS, TEXAS 75243
 (714) 214-3000
 (714) 214-3001
 (714) 214-3002
 (714) 214-3003
 (714) 214-3004
 (714) 214-3005
 (714) 214-3006
 (714) 214-3007
 (714) 214-3008
 (714) 214-3009
 (714) 214-3010
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 (714) 214-3024
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 (714) 214-3026
 (714) 214-3027
 (714) 214-3028
 (714) 214-3029
 (714) 214-3030

CDC
 LANDSCAPE ARCHITECTS & PLANNERS
 1914 Rockwell Street
 Dallas, Texas 75243
 (214) 343-1111
 www.cdcplanning.com

GOLDEN CHICK NORTH JUPITER ROAD
 2200 NORTH JUPITER ROAD
 GARLAND, TX 75044

DATE: _____ BY: _____
 DESCRIPTION: _____
 SCALE: 1" = 20' 0"
 PROJECT NO: 036-09
 SHEET NO: 112726-010
 L1.01

EXHIBIT E



3 PARTIAL ELEVATION
A4.3 3/28/14 1/4"



4 PARTIAL ELEVATION
A4.3 3/28/14 1/4"



1 FRONT ELEVATION
A4.3 3/28/14 1/4"



2 RIGHT SIDE ELEVATION
A4.3 3/28/14 1/4"

DRAWN BY: DP
CHECKED BY: RK

EJES

11000 CENTRAL EXPWAY, SUITE 100
DALLAS, TEXAS 75243
TEL: 214-343-1111
FAX: 214-343-1111
WWW.EJES.COM

FOR CITY
REVIEW ONLY

EXTERIOR ELEVATIONS
GOLDEN CHICK
2800 NORTH SHUTTLE ROAD
GARLAND, TX 75044

DATE	DESCRIPTION	BY
2/11/14	ZONING/SUP. REVIEW	DP

SCALE:
AS NOTED

PROJECT NO.
038-08

SHEET NO.
A4.0

REPORT & MINUTES

P.C. Meeting, February 24, 2014 (7 Members Present)

Consideration of the application of GFC Leasing Corp, LLC, requesting approval of 1) an amendment to Planned Development District (05-57) for Shopping Center Uses, 2) a Detail Plan, 3) a Specific Use Permit for a Restaurant with Drive Through, and 4) variances to Section 30.89 and Section 30.106 of the Sign Ordinance regarding signs projecting above the roofline and maximum allowable attached signage. The property is located at 2200 North Jupiter Road. (File 14-05)

The applicant, Freddie Montemayor, 1604 Syracuse Drive, Richardson, TX 75081, and Mark Parmerlee 13227 Hughes Lane, Dallas, TX gave a brief presentation regarding the establishment's history and request. Mr. Parmerlee also addressed the screening wall behind the adjacent bank and stated that the intention is that the wall will continue down behind their establishment when the remainder of the property is developed.

Also available representing the applicant, David Scott, 7923 E. McKinney Street, Denton, TX, spoke regarding the overall square footage for the outdoor signage and reiterated the main entrance faces the south side of the building.

Commissioner Fisher asked for clarification on the location of the ADA parking spaces being located on the side and not the front of the building. Representing the applicant, Kevin Ware, 11410 Fouch Road, Pilot Point, TX, after completing the Preliminary Grading Plan, it was established that this was the best area where the slopes worked best for the ADA spaces.

Also present representing the applicant, but did not speak, Richard King, 5206 Woodmeadow Drive, Garland, TX

Motion was made by Commissioner Fisher, seconded by Commissioner Dalton to close the Public Hearing and open the case for discussion. Motion **carried: 8 Ayes, 0 Nays**. Commissioner Luckie recused himself from this case.

Commissioners discussed the signage area and found the request to be reasonable and warranted.

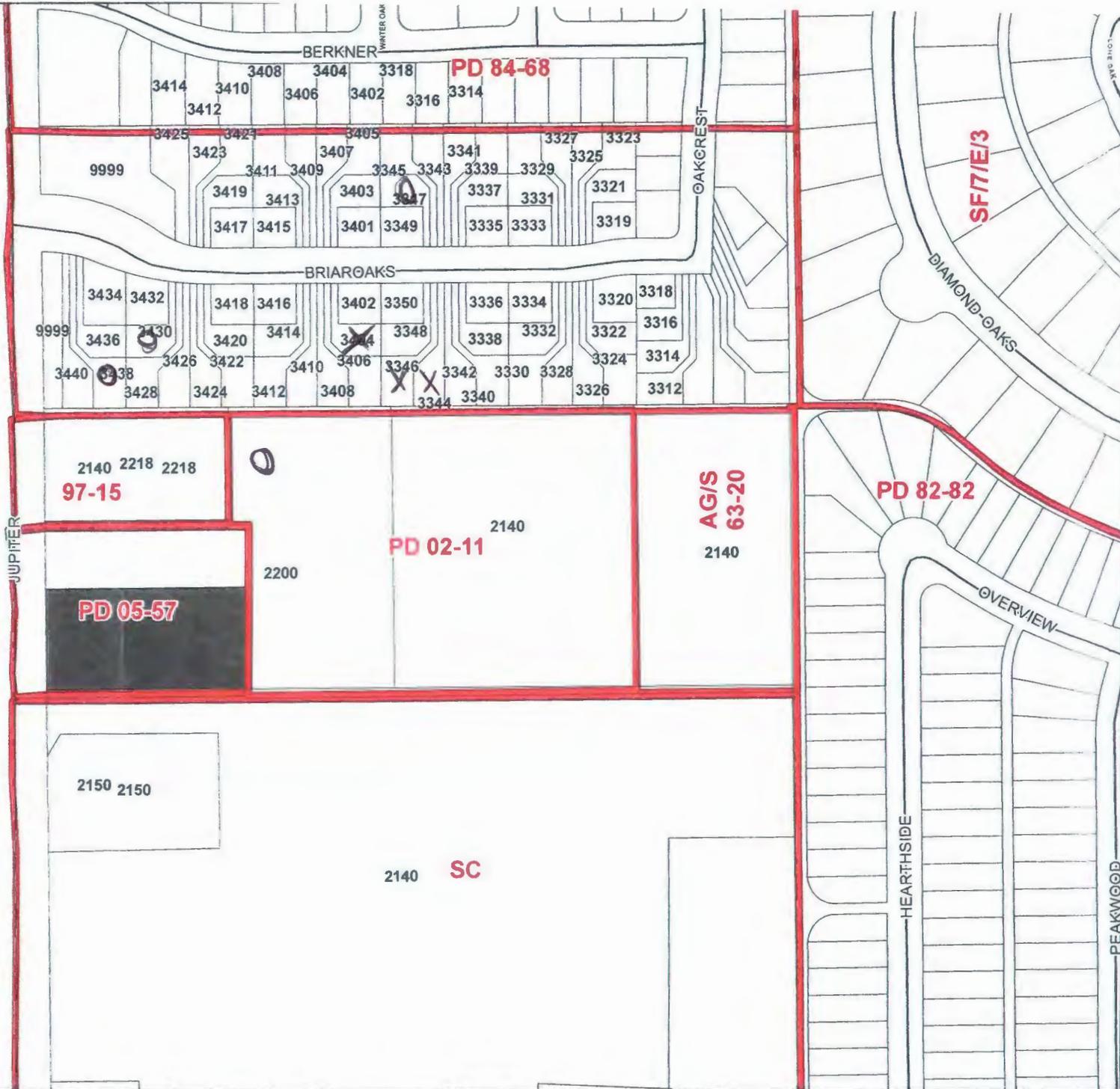
Motion was made by Commissioner Fisher, seconded by Commissioner Vera to close the Public Hearing and **approve** the request as stated by the applicant. Motion **carried: 8 Ayes, 0 Nays**. Commissioner Luckie recused himself from this case.

O = IN FAVOR
X = AGAINST

0 100 200 Feet

ZONING Z 14-05

INDICATES AREA OF REQUEST





GARLAND

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

February 13, 2014

HEARING DATE/TIME: Plan Commission: February 24, 2014 – 7:00 PM

APPLICANT: GFC Leasing Corp., LLC

File 14-05

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, February 24, 2014, in the Council Chambers of City Hall, 200 North Fifth Street, to consider the application of **GFC Leasing Corp., LLC**, requesting approval of 1) an amendment to Planned Development District (05-57) for Shopping Center Uses, 2) a Detail Plan, 3) a Specific Use Permit for a Restaurant with Drive Through, and 4) variances to Section 30.89 and Section 30.106 of the Sign Ordinance regarding signs projecting above the roofline and maximum allowable attached signage. The property is shown on the enclosed sketch and is described as follows:

Being an approximately 0.93-acre portion of Lot 1, Block 1, Jupiter Center, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in County Clerk's File No. 200600171566, of the Plat Records of Dallas County, Texas. This property is located 2200 North Jupiter Road. (District 7)

Note: The applicant requests the amendment to the Planned Development, a Detail Plan, Specific Use Permit and associated variances to develop the property with an approximately 2,155 square foot Golden Chick restaurant with drive through.

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

(Please Check One Below)

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

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

would Really Like to have

(Please complete the following information)

Your Property Address
 Printed Name: Pattie Harris
 Address: 3438 Briar Oaks
 City, State: Garland
 Zip: 75044

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

Signature: [Handwritten Signature]
 Date: 2/17/14
 Title: _____



GARLAND

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

February 13, 2014

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Louann Beach
Printed Name
3430 Briar Oaks Dr Garland TX 75044
Address City, State Zip

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

Louann Beach owner
Signature Title
Date: 2.17.14



GARLAND

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

February 13, 2014

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Printed Name



Address

City, State

Zip

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

Signature: *Eric Muliadi*
Date: 2/15/14

Title



GARLAND

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

February 13, 2014

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Being an approximately 0.93-acre portion of Lot 1, Block 1, Jupiter Center, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in County Clerk's File No. 200600171566, of the Plat Records of Dallas County, Texas. This property is located 2200 North Jupiter Road. (District 7)

Note: The applicant requests the amendment to the Planned Development, a Detail Plan, Specific Use Permit and associated variances to develop the property with an approximately 2,155 square foot Golden Chick restaurant with drive through.

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

(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

*The noise from the drive-in will ruin our ^{quiet} neighbor-
hood.
There will be so much traffic on Jupiter - It
will be hard to get out of BriarOaks onto Jupiter*

(Please complete the following information)

Your Property Address

3404 BriarOaks Dr.

Printed Name

SUE S. BREED

Garland, TX

75044

Address

City, State

Zip

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

Sue S. Breed

Signature

Title

Date: *Feb. 14, 2014*



GARLAND

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

February 13, 2014

HEARING DATE/TIME: Plan Commission: February 24, 2014 – 7:00 PM

APPLICANT: GFC Leasing Corp., LLC

File 14-05

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, February 24, 2014, in the Council Chambers of City Hall, 200 North Fifth Street, to consider the application of **GFC Leasing Corp., LLC**, requesting approval of 1) an amendment to Planned Development District (05-57) for Shopping Center Uses, 2) a Detail Plan, 3) a Specific Use Permit for a Restaurant with Drive Through, and 4) variances to Section 30.89 and Section 30.106 of the Sign Ordinance regarding signs projecting above the roofline and maximum allowable attached signage. The property is shown on the enclosed sketch and is described as follows:

Being an approximately 0.93-acre portion of Lot 1, Block 1, Jupiter Center, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in County Clerk's File No. 200600171566, of the Plat Records of Dallas County, Texas. This property is located 2200 North Jupiter Road. (District 7)

Note: The applicant requests the amendment to the Planned Development, a Detail Plan, Specific Use Permit and associated variances to develop the property with an approximately 2,155 square foot Golden Chick restaurant with drive through.

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

The smell of a food establishment against our property line is unacceptable plus the noise of the drive through.
(Please complete the following information)

Your Property Address

73346 Briarbrook Dr., Garland TX 75044

Printed Name

Same as above

Address

City, State

Zip

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

Brenda Dennis

Signature

Title

Date:

2/17/14



GARLAND

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

February 13, 2014

HEARING DATE/TIME: Plan Commission: February 24, 2014 – 7:00 PM

APPLICANT: GFC Leasing Corp., LLC

File 14-05

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Note: The applicant requests the amendment to the Planned Development, a Detail Plan, Specific Use Permit and associated variances to develop the property with an approximately 2,155 square foot Golden Chick restaurant with drive through.

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

(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

as long as it is kept clean and no loud music or noise

(Please complete the following information)

Your Property Address

3347 BRIARROAKS Dr.

Printed Name

DORIS LEVASSEUR

Address

City, State

GARLAND TX

Zip

75044

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

Signature

Date:

2/15/14

Title

Home owner



GARLAND

February 13, 2014

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

HEARING DATE/TIME: Plan Commission: February 24, 2014 – 7:00 PM

APPLICANT: GFC Leasing Corp., LLC

File 14-05

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Being an approximately 0.93-acre portion of Lot 1, Block 1, Jupiter Center, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in County Clerk's File No. 200600171566, of the Plat Records of Dallas County, Texas. This property is located 2200 North Jupiter Road. (District 7)

Note: The applicant requests the amendment to the Planned Development, a Detail Plan, Specific Use Permit and associated variances to develop the property with an approximately 2,155 square foot Golden Chick restaurant with drive through.

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

(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Robin Rhee
Printed Name

2200 JUPITER RD GARLAND TX 75044
Address City, State Zip

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

[Signature]
Signature
Date: 2/19/14

President
Title



City Council Item Summary Sheet

Work Session

Date: March 18, 2014

Agenda Item

Kraft Foods Group, Inc. – Tax Abatement Agreement

Summary of Request/Problem

Kraft Foods Group, Inc. is considering expansion of its 2340 Forest Lane facility. Kraft is proposing to add new machinery, equipment, and other taxable business personal property in excess of \$46 million over the next five years. Kraft is also planning new facility construction in the amount of \$34.1 million. At the March 3, 2014 Work Session, Council considered a recommendation by the Garland Economic Development Partnership Steering Committee that Council provide: (1) general support for the project and (2) support of a 100% City tax abatement on this new investment for five years.

Recommendation/Action Requested and Justification

Hold a public hearing and (1) consider an ordinance designating an area as a reinvestment zone for commercial/industrial tax abatement and authorizing the City Manager to execute an agreement with the applicant regarding the reinvestment zone, and (2) authorize the City Manager to execute a tax abatement agreement.

Submitted By:

**Martin E. Glenn
Deputy City Manager**

Approved By:

**William E. Dollar
City Manager**

ORDINANCE NO. _____

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

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

Section 1

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

Section 2

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

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

reinvestment zone and the City after the agreement provided in Section 3 of this Ordinance has expired.

- (6) Notice of the hearing at which this Ordinance was adopted was published and delivered in accordance with the law more than seven days prior to the hearing as required by Section 312.201(d) of the Texas Tax Code and as evidence by Exhibit "B" and "C."

Section 3

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

Section 4

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

PASSED AND APPROVED this the _____ day of _____, 2014.

THE CITY OF GARLAND, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

Exhibits

Exhibit "A" - Reinvestment Zone Description

Exhibit "B" - Notice by Publication of Hearing

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

Exhibit "D" - Form Tax Abatement Agreement

EXHIBIT A

Reinvestment Zone: Block 1, Lot 1R1 of the Kraft Foods/US Foods Service Addition of the City of Garland, Dallas County, Texas, commonly known as 2340 Forest Lane, Garland, Texas 75040.

EXHIBIT B

EXHIBIT C

EXHIBIT D

RESOLUTION NO. _____

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

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

Section 1

That the City Council hereby authorizes the City Manager to execute a tax abatement agreement with Kraft Foods Group, Inc. in the form and substance of that attached hereto.

Section 2

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

PASSED AND APPROVED this the ___ day of _____, 2014.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

TAX ABATEMENT AGREEMENT

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

RECITALS

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

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

WHEREAS, on March 18, 2014, the City Council did enact and adopt Ordinance No. _____ designating as a reinvestment zone (the “Zone”) an area within the City as more particularly described in Exhibit “A,” all pursuant to the Act, which Ordinance is incorporated herein by reference thereto for all purposes; and

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

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

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

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

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

TAX ABATEMENT AGREEMENT – KRAFT FOODS GROUP, INC.

2. **Term.** The term of this Agreement shall commence on January 1, 2015 (the “Commencement Date”) and shall terminate on the anniversary of the Commencement Date five (5) years thereafter.
3. **Improvements.** Company agrees to build, construct, place, install, and thereafter maintain, occupy, and operate in the Zone the proposed improvements or repairs of the kind, number and in the location as listed in Exhibit “A” (the “Improvements”).
4. **Abatement of Property Taxes.** The City agrees to exempt from taxation those portions of the value of the Property and, if applicable and subject to the following, those portions of the tangible personal property located on the Property as specified in and in accordance with the provisions of Exhibit “A.” The exemption provided by this Agreement shall pertain only to the Property, the Improvements and other permanent fixtures within the Zone. Unless specifically provided in Exhibit “A,” the terms “the Property” and “the Improvements” do not include personal property of any sort, including machinery, equipment, trade fixtures, inventory or supplies. The exemption for taxable real property provided by this Agreement applies only to the extent the value of that real property for the respective year covered by this Agreement exceeds its value for the year in which this Agreement was executed. The exemption for tangible personal property provided by this Agreement, if any, applies only to tangible personal property that was located on the Property after the Commencement Date and related to the Improvements.
5. **Access to Property.** The Company agrees that the City shall, at reasonable times and upon reasonable notice, have access to the Property and the Company authorizes employees and agents of the City to inspect the Property to ensure that the Improvements are being made and maintained in accordance with the terms and conditions of this Agreement and utilized in accordance with Paragraph 6 of this Agreement. The Company further agrees that prior to the construction or placement of the Improvements, site plans of such Improvements shall first be submitted to the City in order that the City may determine that the Improvements are of the design, character and construction as described in Exhibit “A.”
6. **Limitation on Uses.** The Company agrees that no change in use of the Property, for the duration of this tax abatement, shall be made without the prior consent of the City. The use of the Property shall conform with the comprehensive plan and zoning ordinances of the City.
7. **Certification of Compliance.** The Company shall annually provide a written certification to the City, on or before each anniversary date of the Commencement Date and on a form to be provided by the City, that the Company is in compliance with each of the provisions of this Agreement.
8. **Recapture of Property Taxes.** The Company agrees that if the Company fails (1) to make the Improvements as set forth in Exhibit “A”; (2) to create all of the number of new jobs

provided in Exhibit “A”; or (3) to maintain and operate the Improvements and the Property as an ongoing business at any time during the term of this Agreement, then the City shall have the right, in addition to any other available remedy, after giving notice and opportunity to cure as hereinafter set forth, to recapture all property tax revenue lost as a result of this Agreement. The City shall notify the Company, in writing, of a default by the Company in complying with the terms and provisions of this Agreement. In the event that the Company has failed to cure the default(s) within thirty (30) days of receipt of the notice of default [or has failed to commence and diligently pursue such cure within such thirty (30) day period if cure cannot be completed within such thirty (30) day period], the Company shall promptly reimburse the City for all property tax revenue lost as a result of this Agreement and the City may, without further notice to the Company, immediately cause all tax abatement to cease on the Property and Improvements subject to this Agreement. Failure on the part of the City to exercise any right contained in this Agreement shall not constitute a waiver of any right in the event of any subsequent default, and no waiver shall be effective unless in writing, executed by both the City and the Company.

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

10. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

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

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

DRAFT

EXECUTED this the _____ day of _____, 2014.

CITY OF GARLAND, TEXAS:

By: _____

Name: _____

Title: _____

Address for Notice:

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

With a Copy to its City Attorney

KRAFT FOODS GROUP, INC.

By: _____

Name: Donna Ditmars

Title: Plant Manager, Kraft Foods Group, Inc. (its Garland, Texas plant)

Address for Notice:

Attn: Donna Ditmars
Kraft Foods Group, Inc.
2340 Forest Lane
Garland, Texas 75040

DRAFT

EXHIBIT "A"

Company

Kraft Foods Group, Inc.

Description of Property

Block 1, Lot 1R1 of the Kraft Foods/US Foods Service Addition of the City of Garland, Dallas County, Texas, commonly known as 2340 Forest Lane, Garland, Texas 75040

Description of Improvements

The Company plans new facility construction at its 2340 Forest Lane, Garland, Texas location to expand its operations (including the addition of the "Lunchables" product line). The Company will also install new machinery and equipment.

Investment

The Company will add \$34.1 million in real estate value to the City of Garland. The Company will also add \$46 million in business personal property value to the City of Garland.

Employment Requirement

The Company will maintain at least 215 full-time employees (the Company's current employee count) throughout the term of this Agreement.

Abatement Schedule

Tax abatement granted to the Company will be equal to 100% of the real estate tax and 100% of the business personal property tax for a five (5) year period to the extent the value of the Property exceeds its value for the year in which the Agreement is executed.

City real estate tax. The exemption for real estate tax provided by this Agreement applies only to repair and improvement to the Property occurring after the Commencement Date, *i.e.*, the Property's incremental value.

City business personal property tax. The exemption for business personal property provided in this Agreement applies only to business personal property that was located on the Property after the Commencement Date.



City Council Item Summary Sheet

Work Session

Date: March 18, 2014

Agenda Item

Kraft Foods Global, Inc. Economic Development Agreement

Summary of Request/Problem

Council is requested to consider authorizing an amendment to a Chapter 380 economic development agreement between the City and Kraft Foods Global, Inc. (Kraft Foods). This item was considered by Council at the March 3, 2014 Work Session.

Recommendation/Action Requested and Justification

Approve a resolution authorizing the City Manager to execute an economic development agreement with Kraft Foods Global, Inc.

Submitted By:

**Martin E. Glenn
Deputy City Manager**

Approved By:

**William E. Dollar
City Manager**

SECOND AMENDED
ECONOMIC DEVELOPMENT AGREEMENT

WHEREAS, Kraft Foods Group, Inc. ("Kraft" or "Kraft Foods") operates a manufacturing plant in Garland; and

WHEREAS, the City of Garland, Texas (the "City" or "Garland") desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in certain areas of the City and to provide employment to residents of such area; and

WHEREAS, pursuant to Section 2(B)(4) of Ordinance No. 6341 adopted by the City on August 18, 2009, nominating Kraft for enterprise project status, the City may provide the programs to improve and increase the value of real estate and new investment, including Chapter 380 grants; and

WHEREAS, to create a more competitive economic position for its Garland manufacturing plant, Kraft has requested a rebate of certain utility payments upon the attainment of certain economic goals beneficial to Kraft and the City; and

WHEREAS, the City recognizes that Kraft's manufacturing operations contribute to the economic vitality of the City and desires to provide a grant to Kraft pursuant to Chapter 380 of the Texas Local Government Code to promote economic development in the City;

WHEREAS, Kraft receives its electric service, water service, and wastewater service from the City;

WHEREAS, the City and Kraft entered into an Economic Development Agreement on November 23, 2009, and, whereas, said Agreement was replaced with an Amended Economic Development Agreement on February 4, 2013, the parties now desire to amend that live Agreement to extend its term;

NOW THEREFORE, in consideration of the foregoing, Kraft and the City replace the aforementioned prior agreements with this Second Amended Economic Agreement.

SECTION 1. EMPLOYMENT.

Kraft agrees to employ a minimum of 215 full-time employees at its Garland manufacturing plant during the term of January 1, 2012 through ~~March 31, 2013~~ August 31, 2014. ~~Kraft agrees that it will employ a minimum of 235 full-time employees at its Garland manufacturing plant beginning on April 1, 2013 and continuing for the remaining term of this agreement.~~

Thereafter, Kraft agrees that it will employ a minimum of 352 full-time employees at its Garland manufacturing plant beginning on September 1, 2014 and continuing through August 31, 2016 (the entirety of "Year 6" through "Year 7.").

Thereafter, Kraft agrees that it will employ a minimum of 391 full-time employees at its Garland manufacturing plant beginning on September 1, 2016 and continuing throughout the remaining term of this agreement (the entirety of "Year 8" through "Year 12").

SECTION 2. REBATE OF CERTAIN UTILITY PAYMENTS.

If Kraft is in compliance with the terms of this agreement, the City agrees, on or before October 30 (or within 30 days of Kraft providing the City the information required by Section 3 below) of each calendar year described below, to provide a grant to Kraft in the following amounts:

Year 1 The City previously provided a grant to Kraft for the 12 month term of September 1, 2009 through August 31, 2010 under the terms of the Economic Development Agreement dated November 23, 2009.
Rebate previously provided by City to Kraft.

Year 2 The City previously provided a grant to Kraft for the 12 month term of September 1, 2010 through August 31, 2011 under the terms of the Economic Development Agreement dated November 23, 2009.
Rebate previously provided by City to Kraft.

- Year 3 The City previously provided a grant to Kraft for the 12 month term of September 1, 2011 through August 31, 2012 under the terms of the Amended Economic Development Agreement dated February 4, 2013.
Rebate previously provided by City to Kraft.
- Year 4 The City previously provided a grant to Kraft for the 12 month term of September 1, 2012 through August 31, 2013 under the terms of the Amended Economic Development Agreement dated February 4, 2013.
Rebate previously provided by City to Kraft.
- Year 5 Provide a grant to Kraft in an amount equal to 10% of the total payments made to the City for Kraft's electric service, water utilities, and wastewater services for the period September 1, 2013 through August 31, 2014, not to exceed \$400,000.
- Year 6 Provide a grant to Kraft in an amount equal to 10% of the total payments made to the City for Kraft's electric service, water utilities, and wastewater services for the period September 1, 2014 through August 31, 2015, not to exceed \$400,000.
- Year 7 Provide a grant to Kraft in an amount equal to 10% of the total payments made to the City for Kraft's electric service, water utilities, and wastewater services for the period September 1, 2015 through August 31, 2016, not to exceed \$400,000.
- Year 8 Provide a grant to Kraft in an amount equal to 10% of the total payments made to the City for Kraft's electric service, water utilities, and wastewater services for the period September 1, 2016 through August 31, 2017, not to exceed \$400,000.

- Year 9 Provide a grant to Kraft in an amount equal to 10% of the total payments made to the City for Kraft's electric service, water utilities, and wastewater services for the period September 1, 2017 through August 31, 2018, not to exceed \$400,000.
- Year 10 Provide a grant to Kraft in an amount equal to 10% of the total payments made to the City for Kraft's electric service, water utilities, and wastewater services for the period September 1, 2018 through August 31, 2019, not to exceed \$400,000.
- Year 11 Provide a grant to Kraft in an amount equal to 10% of the total payments made to the City for Kraft's electric service, water utilities, and wastewater services for the period September 1, 2019 through August 31, 2020, not to exceed \$400,000.
- Year 12 Provide a grant to Kraft in an amount equal to 10% of the total payments made to the City for Kraft's electric service, water utilities, and wastewater services for the period September 1, 2020 through August 31, 2021, not to exceed \$400,000.

SECTION 3. CERTIFICATION OF COMPLIANCE.

Beginning in 2013, Kraft shall, on or before October 1 of each calendar year of this agreement, provide the City with a certification, executed under oath, that it has maintained the number of full-time employees required by Section 1 of this agreement at its Garland manufacturing plant during the twelve month period for which Kraft is receiving the grant.

Kraft further agrees that within 90 days of a request by the City, Kraft shall provide the City with such other documentation as the City may reasonably request (i.e., payroll tax records, unemployment records, and the like) necessary to verify that Kraft is in compliance with the provisions of Section 1 regarding full time employment at the Garland manufacturing

With a copy to

City Attorney
City of Garland
200 N. 5th St.
Garland, TX 75040

To Kraft Foods

Donna Ditmars
Plant Manager
2340 Forest Lane
Garland, TX 75042

With a copy to

Stan Mitchell
Human Resources Manager
2340 Forest Lane
Garland, TX 75042

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Second Amended Economic Development Agreement (Kraft Foods)

(In this draft, substantive amendments are underlined and substantive deletions are represented with a ~~strikethrough~~.)

Executed this the ____ day of _____, 2014.

KRAFT FOODS GROUP, INC.

Donna Ditmars
Its Plant Manager, Kraft Foods Group, Inc., Garland, TX

CITY OF GARLAND, TX

William E. Dollar
Its City Manager

Second Amended Economic Development Agreement (Kraft Foods)
(In this draft, substantive amendments are underlined and substantive deletions are represented with a ~~strikethrough~~.)



City Council Item Summary Sheet

Work Session

Agenda Item

Date: March 17, 2014
March 18, 2014

Payday, Title, and Similar Loan Operations

Summary of Request/Problem

Council is requested to consider for adoption an ordinance regulating payday, title, and similar loan operations located in the City. The Community Services Committee considered a proposal and recommended the adoption of an ordinance in its report to the City Council at the February 3, 2014 Work Session. The proposed ordinance was crafted on the basis of a model ordinance promulgated by the Texas Municipal League (TML) and adopted by a number of cities in Texas. After the committee report, the City was contacted by representatives on both sides of the payday loan issue. The industry representatives propose modifications as shown in the draft. The consumer representatives advocate the adoption of a TML-modeled ordinance. Both sides intend to present their positions to the Council when the matter is scheduled on a regular agenda.

Recommendation/Action Requested and Justification

Approve an ordinance regulating payday, title, and similar loan operations located in the City of Garland.

Submitted By:

Brad Neighbor
City Attorney

Approved By:

William E. Dollar
City Manager

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- For Discussion Purposes Only -

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER __, "_____", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS RELATING TO THE REGULATION OF CERTAIN CREDIT ACCESS AND "PAYDAY LOAN" BUSINESSES; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Chapter __, "_____", of the Code of Ordinances of the City of Garland, Texas, is hereby amended by adding a new article, Article __, to read as follows:

"ARTICLE __ CREDIT ACCESS BUSINESSES

Sec. __. Definitions

As used in this article:

- (1) Certificate of registration means a certificate of registration issued by the director under this article to the owner or operator of a credit access business.
- (2) Consumer means an individual who is solicited to purchase or who purchases the services of a credit access business.
- (3) Consumer's language of preference is the language the consumer understands best between the English and Spanish languages.
- (4) Credit access business has the meaning given that term in Section 393.601 of the Texas Finance Code.
- (5) Deferred presentment transaction has the meaning given that term in Section 393.601 of the Texas Finance Code.
- (6) Director means the director of the _____ department.
- (7) Extension of consumer credit has the meaning given that term in Section 393.001 of the Texas Finance Code.

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(8) Motor vehicle title loan has the meaning given that term in Section 393.601 of the Texas Finance Code.

(9) Reference Amount is an inflation-adjusted consumer income reference amount for determining borrowing limits. The initial reference amount is twenty eight thousand dollars. This amount shall be adjusted annually in accordance with the Consumer Price Index.

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(~~109~~) Registrant means a person issued a certificate of registration for a credit access business under this chapter and includes all owners and operators of the credit access business identified in the registration application filed under this chapter.

(~~1110~~) State license means a license to operate a credit access business issued by the Texas Consumer Credit Commissioner under Chapter 393, Subchapter G of the Texas Finance Code.

Sec. __. Violations and penalties

(A) A person who violates a provision of this article, or who fails to perform an act required of the person by this article, commits an offense. A person commits a separate offense for each and every violation relating to an extension of consumer credit, and for each day during which a violation is committed, permitted, or continued.

(B) An offense under this article is punishable in accordance with the provisions of Sec. 10.05 of this Code.

(C) A culpable mental state is not required for the commission of an offense under this article and need not be proved.

(D) The penalties provided for in Subsection (B) are in addition to any other remedies that the city may have under city ordinances and state law.

Sec. __. Defenses

It is a defense to prosecution under this article that at the time of the alleged offense the person was not required to be licensed by the state as a credit access business under Chapter 393, Subchapter G, of the Texas Finance Code.

Sec. __. Registration required

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A person commits an offense if the person acts, operates, or conducts business as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business located in the City.

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Sec. __. Registration application

(A) To obtain a certificate of registration for a credit access business, a person must submit an application on a form provided for that purpose to the director. The application must contain the following:

(1) The name, street address, mailing address, facsimile number, and telephone number of the applicant.

(2) The business or trade name, street address, mailing address, facsimile number, and telephone number of the credit access business.

(3) A copy of a current, valid state license held by the credit access business pursuant to Chapter 393, Subchapter G of the Texas Finance Code.

(4) A non-refundable application fee for the amount established by Sec. 30.__.

(B) An applicant or registrant shall notify the director within 45 days after any material change in the information contained in the application for a certificate of registration, including, but not limited to, any change of address and any change in the status of the state license held by the applicant or registrant. A change of status includes a denial of issuance, a suspension, revocation, surrender, expiration without renewal, or other termination of the registrant's state license.

Sec. __. Issuance and display of certificate of registration

(A) The director shall issue to the applicant a certificate of registration upon receiving a completed application under Sec. __.

(B) A certificate of registration issued under this section must be conspicuously displayed to the public in the credit access business. The certificate of registration must be presented upon request to the director or any peace officer for examination.

Sec. __. Expiration and renewal of certificate of registration

(A) A certificate of registration expires on the earliest of:

(1) One year after the date of issuance; or

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(2) The date of suspension, revocation, surrender, expiration without renewal, or other termination of the registrant's state license.

(B) A certificate of registration may be renewed by making application in accordance with Sec. _____. A registrant shall apply for renewal at least thirty days before the expiration of the registration.

Sec. __. Non-transferability

A certificate of registration for a credit access business is not transferable.

Sec. __. Maintenance of records

(A) A credit access business shall maintain a complete set of records of all extensions of consumer credit arranged or obtained by the credit access business at, by or through the location for which a certificated of registration has been issued, which must include the following information:

- (1) The name and address of the consumer.
- (2) The principal amount of cash actually advanced.
- (3) The length of the extension of consumer credit, including the number of installments and renewals.
- (4) The fees charged by the credit access business to arrange or obtain an extension of consumer credit; and
- (5) The documentation used to establish a consumer's income under Sec.____ of this article.

(B) A credit access business shall maintain a copy of each written agreement between the credit access business and a consumer evidencing an extension of a consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer).

(C) The records required to be maintained by a credit access business under this section must be retained for at least three years and made available for inspection by the City at the registered location upon request during the usual and customary business hours of the credit access business.

| **Sec. __. Restrictions on extension of consumer credit**

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(A) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a deferred presentment transaction may not exceed:

(1) twenty five percent of the consumer's gross monthly income if the consumer's gross monthly income is less than the reference amount, or thirty five percent of the consumer's gross monthly for a single payment transaction; and

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(2) ten percent of the consumer's gross monthly income if the consumer's gross monthly income is less than the reference amount, or fifteen percent of a consumer's gross monthly income for a scheduled payment of a transaction that provides for repayments in installments.

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(B) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a motor vehicle title loan may not exceed the lesser of:

(1) ~~six three~~ percent of the consumer's gross annual income if the consumer's gross annual income is less than the reference amount, or eight percent of the consumer's gross annual income for a single payment transaction; ~~or~~

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(2) twenty percent of the consumer's gross monthly income if the consumer's gross monthly is less than the reference amount, or thirty percent of a consumer's gross monthly income for a scheduled payment of a transaction that provides for repayments in installments; or

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(3) seventy percent of the retail value of the motor vehicle.

On and after the effective date of this article, an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a motor vehicle title loan may only be made on a non-recourse basis.

(C) A credit access business shall use a recent paycheck or other reliable documentation establishing income to determine a consumer's income.

(D) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that

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provides for repayment in installments ~~shall may not~~ be payable on a fully amortizing, declining principal balance basis in not more than:

(1) 180 days for a deferred presentment transaction; or

(2) 365 days for a motor vehicle title loan.

~~in more than four installments inclusive of fees and interest. Proceeds from each installment must be used to repay at least twenty five percent of the principal amount of the extension of consumer credit.~~ An extension of consumer credit that provides for repayment in installments may ~~not~~ be refinanced or renewed once.

(E) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for a single lump sum repayment may not be refinanced or renewed more than:

(1) four ~~three~~ times for a deferred presentment transaction; or

(2) six times for a motor vehicle title loan. ~~Proceeds from each refinancing or renewal must be used to repay at least twenty five percent of the principal amount of the original extension of consumer credit.~~

(F) If an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining has been refinanced or renewed the maximum number of times permitted by this section, a credit access business must offer the consumer a repayment plan to repay any remaining balance owed without additional fees prior to taking any further collection activities. The repayment plan must have a term of at least four payments equal in length to the payment, or payments, in the original extension of consumer credit.

(G) For purposes of this section, an extension of consumer credit that is made to a consumer within ~~five~~ seven days after a previous extension of consumer credit has been paid by the consumer constitutes a refinancing or renewal.

Sec. __. Requirement of consumer understanding of agreement

(A) Every agreement between the credit access business and a consumer that evidences an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer), must be written in the consumer's language of preference. Every credit

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access business location must maintain on its premises, to be available for use by consumers, agreements, disclosures and notices in the English and Spanish languages.

(B) For every consumer who cannot read, a copy of an agreement between the credit access business and a consumer that evidences an extension of consumer credit written in Spanish (including, but not limited to, any refinancing or renewal granted to the consumer) must be given ~~read~~ to the consumer in its entirety if ~~in~~ the consumer's language of preference is Spanish, prior to the consumer's signature.

(C) For every consumer who cannot read, every disclosure and notice required by law must be given ~~read~~ to the consumer~~s~~ in its entirety in the consumer's language of preference, prior to the consumer's signature on any loan application or agreement."

(D) Every consumer who cannot read has three days from the origination date of an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer) to cancel the transaction without penalty.

Section 2

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

Section 3

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

Section 4

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

Section 5

That this Ordinance shall be and become effective immediately upon and after its passage and approval.

PASSED AND APPROVED this the ____ day of _____, 2014.

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CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

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CURRENT ZONING PROVISIONS REGARDING
ALTERNATIVE FINANCIAL INSTITUTIONS

Section

That the schedule of uses contained in Section 10-200 of Ordinance 4647, the comprehensive zoning ordinance of the City of Garland, Texas is hereby amended by adding, as a land use allowed under the division "Office and Retail" a land use for "Alternative Financial Establishments" and designating such use as allowed only by specific use permit in the Commercial-1 (C-1) District.

Section

That the schedule of uses contained in Section 10-200 of Ordinance 4647, the comprehensive zoning ordinance of the City of Garland, Texas is hereby amended by substituting the term "Bank or Financial Institution" for the term "Financial Institution" in the category "Office and Retail".

Section

That Section 10 of Ordinance No. 4647, the comprehensive zoning ordinance of the City of Garland, Texas is hereby amended by adding a new subsection 10-316 to read as follows:

"10-316 Alternative Financial Establishments

When developed as a permitted use, an alternative financial establishment shall comply with the development standards of the district in which it is located."

Section

That Section 38, "Definitions" of Ordinance No. 4647, the comprehensive zoning ordinance of the City of Garland, Texas is hereby amended by adding the following definitions, in appropriate

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alphabetical order:

Alternative Financial Establishment. A check cashing business, payday advance or loan business, or a car title loan business. The term does not include a bank or financial institution. With respect to a check cashing business, the term does not include: (1) a pawnshop or a grocery store; or (2) a convenience store or similar retail business that cashes checks or money orders or issues money orders or money transfers for a minimum flat fee as a service incidental to its main purpose of business provided the check cashing service does not constitute 50% or more of the trade of that business.

Car Title Loan Business. An establishment that makes small, short-term consumer loans that leverage the equity value of a customer's motor vehicle as collateral by taking physical possession of title to the vehicle, by executing a sale-leaseback agreement with the customer or by executing a power of attorney with the customer, by means of which the borrower's failure to repay the loan or make interest payments to extend the loan allows the car title loan business to take possession of the vehicle from the customer.

Check Cashing Business. An establishment that for a fee or other payment taken out of the proceeds of the transaction, provides payment to the customer - regardless of an existing checking or other relationship between the establishment and the customer - of an amount of money equal to the face of a check, draft, warrant, written authorization for an electronic transfer of money, or similar representation of payment owed by a third-party to the customer.

Payday Advance or Loan Business. An establishment that makes small consumer loans, usually backed by postdated check or authorization to make an electronic debit against an existing financial account, in which the check or debit is held for an agreed-upon term or until the customer's next payday, and then cashed or debited unless the customer repays the loan within the agreed time.

Section

That Section 38, "Definitions" of Ordinance No. 4647, the comprehensive zoning ordinance of the City of Garland, Texas is hereby amended by amending the definition for "Financial Institution" to read as follows:

"*Bank or Financial Institution* means an establishment such as a bank, savings and loan association, or credit union; that is regulated by federal or state law; that accepts and maintains deposits from individuals, businesses, or other institutions; that makes both short and long-term loans including loans secured by collateral other than personal property; and that provides related financial services to its customers."

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[The following is the TML model payday loan ordinance]

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER __, "_____", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS RELATING TO THE REGULATION OF CERTAIN CREDIT ACCESS AND "PAYDAY LOAN" BUSINESSES; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, certain credit access businesses engage in abusive and predatory lending practices, offering easy money to those members of our community who are in a tight spot with onerous terms and fees; and

WHEREAS, the practices of certain access businesses cause members of our community to become trapped in a cycle of short term, high interest loans resulting in large debt and huge payments; and

WHEREAS, the Pew Charitable Trusts, in their publication entitled Payday Lending in America: Who Borrows, Where they Borrow, and Why, (July 2012), wrote that "payday loans are sold as two-week credit products that provide fast cash, but borrowers are actually indebted for an average of five months per year." The report further noted that "on average, a borrower takes out eight loans of \$375 each per year and spends \$520 on interest;" and

WHEREAS, the Pew Charitable Trusts, in their publication entitled Payday Lending in America: Who Borrows, Where they Borrow, and Why, (July 2012), also noted: "How much borrowers spend on loans depends heavily on the fees permitted by their state. The same \$500 storefront loan would generally cost about \$55 in Florida, \$75 in Nebraska, \$87.50 in Alabama, and \$100 in Texas, even if it were provided by the same national company in all those states. Previous research has found that lenders tend to charge the maximum permitted in a state;" and

WHEREAS, the Pew Charitable Trusts, in their publication entitled Payday Lending in America: Who Borrows, Where they Borrow, and Why, (July 2012), also stated that "the vast majority of borrowers use the loans on a long-term basis, not temporary one. Thus it seems that the payday loan industry is selling a product few people use

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as designed and that imposes debt that is consistently more costly and longer lasting than advertised;" and

WHEREAS, the Community Financial Services Association of America (CFSA), the national trade association for companies that offer small dollar, short-term loans or payday advances includes the following in the "Member Best Practices" as listed on its internet site (<http://cfsaa.com/cfsa-member-best-practices.aspx>): "Members shall not allow customers to rollover a payday advance (the extension of an outstanding advance by payment of only a fee) unless expressly authorized by state law, but in such cases where authorized will limit rollovers to four or the state limit, whichever is less." The need for consumer understanding was also outlined on this website: "A contract between a member and the customer must fully outline the terms of the payday advance transaction. Members agree to disclose the cost of the service fee both as a dollar amount and as an annual percentage rate ("APR");" and

WHEREAS, the Center for Responsible Lending, a non-profit, non-partisan organization, states on its internet site (<http://www.responsiblelending.org/other-consumer-loans/tools-resources/fast-facts.html>) that: "car title loans are based on the value of a borrower's car - the ability to repay the loans is not factor in the lending decision..."; "loan rates for a car title are typically 20-30 times that of rates charged by credit card issuers..."; "the average car title customer renews their loan 8 times..."; and, "on a \$500 title loan, this average customer will pay back \$650 in interest over eight months; the principal borrowed will be in addition;" and

WHEREAS, lenders hold onto the motor vehicle title and when borrowers cannot continue to pay the fees, they can lose their vehicles, which can drastically affect the borrower's means of transportation for work and other essential household functions.

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

Section 1

That Chapter __, "_____", of the Code of Ordinances of the City of Garland, Texas, is hereby amended by adding a new article, Article __, to read as follows:

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"ARTICLE __ CREDIT ACCESS BUSINESSES

Sec. __. Purpose

(A) This article may be known and cited as "Credit Access Businesses Regulation."

(B) The purpose of this article is to protect the welfare of the citizens of the City of _____ by monitoring credit access businesses in an effort to reduce abusive and predatory lending practices. To this end, this article establishes a registration program for credit access businesses, imposes restrictions on extensions of consumer credit made by credit access businesses, and imposes recordkeeping requirements on credit access businesses.

Sec. __. Definitions

As used in this chapter:

(1) CERTIFICATE OF REGISTRATION means a certificate of registration issued by the director under this article to the owner or operator of a credit access business.

(2) CONSUMER means an individual who is solicited to purchase or who purchases the services of a credit access business.

(3) CONSUMER'S LANGUAGE OF PREFERENCE is the language the consumer understands best.

(4) CREDIT ACCESS BUSINESS has the meaning given that term in Section 393.601 of the Texas Finance Code.

(5) DEFERRED PRESENTMENT TRANSACTION has the meaning given that term in Section 393.601 of the Texas Finance Code.

(6) DIRECTOR means the director of the department designated by the City Council, City Manager, or City Councilor City Manager's Designee, to enforce and administer this chapter.

(7) EXTENSION OF CONSUMER CREDIT has the meaning given that term in Section 393.001 of the Texas Finance Code.

(8) MOTOR VEHICLE TITLE LOAN has the meaning given that term in Section 393.601 of the Texas Finance Code.

(9) PERSON means any individual, corporation, organization,

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partnership, association, financial institution, or any other legal entity.

(10) REGISTRANT means a person issued a certificate of registration for a credit access business under this chapter and includes all owners and operators of the credit access business identified in the registration application filed under this chapter.

(11) STATE LICENSE means a license to operate a credit access business issued by the Texas Consumer Credit Commissioner under Chapter 393, Subchapter G of the Texas Finance Code.

Sec. __. Violations; Penalty

(A) A person who violates a provision of this chapter, or who fails to perform an act required of the person by this chapter, commits an offense. A person commits a separate offense for each and every violation relating to an extension of consumer credit, and for each day during which a violation is committed, permitted, or continued.

(B) An offense under this chapter is punishable by a fine of not more than \$500.

(C) A culpable mental state is not required for the commission of an offense under this article and need not be proved.

(D) The penalties provided for in Subsection (b) are in addition to any other remedies that the city may have under city ordinances and state law.

Sec. __. Defenses

It is a defense to prosecution under this article that at the time of the alleged offense the person was not required to be licensed by the state as a credit access business under Chapter 393, Subchapter G, of the Texas Finance Code.

Sec. __. Registration Required

A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business.

Sec. __. Registration Application

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(A) To obtain a certificate of registration for a credit access business, a person must submit an application on a form provided for that purpose to the director. The application must contain the following:

(1) The name, street address, mailing address, facsimile number, and telephone number of the applicant.

(2) The business or trade name, street address, mailing address, facsimile number, and telephone number of the credit access business.

(3) The names, street addresses, mailing addresses, and telephone numbers of all owners of the credit access business, and the nature and extent of each person's interest in the credit access business.

(4) A copy of a current, valid state license held by the credit access business pursuant to Chapter 393, Subchapter G of the Texas Finance Code.

(5) A copy of a current, valid certificate of occupancy showing that the credit access business is in compliance with the City of _____ Code.

(6) A non-refundable application fee for the amount established.

(B) An applicant or registrant shall notify the director within 45 days after any material change in the information contained in the application for a certificate of registration, including, but not limited to, any change of address and any change in the status of the state license held by the applicant or registrant.

Sec. __. Issuance and Display of Certificate of Registration; Presentment upon Request.

(A) The director shall issue to the applicant a certificate of registration upon receiving a completed application under Section __.

(B) A certificate of registration issued under this section must be conspicuously displayed to the public in the credit access business. The certificate of registration must be presented upon request to the director or any peace officer for examination.

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Sec. __. Expiration and Renewal of Certificate of Registration

(A) A certificate of registration expires on the earliest of:

- (1) One year after the date of issuance; or
- (2) The date of revocation, suspension, surrender, expiration without renewal, or other termination of the registrant's state license.

(B) A certificate of registration may be renewed by making application in accordance with Section 5.17.040. A registrant shall apply for renewal at least 30 days before the expiration of the registration.

Sec. __. Non-transferability

A certificate of registration for a credit access business is not transferable.

Sec. __. Maintenance of Records

(A) A credit access business shall maintain a complete set of records of all extensions of consumer credit arranged or obtained by the credit access business, which must include the following information:

- (1) The name and address of the consumer.
- (2) The principal amount of cash actually advanced.
- (3) The length of the extension of consumer credit, including the number of installments and renewals.
- (4) The fees charged by the credit access business to arrange or obtain an extension of consumer credit; and
- (5) The documentation used to establish a consumer's income under Section _____.110 of this ordinance.

(B) A credit access business shall maintain a copy of each written agreement between the credit access business and a consumer evidencing an extension of a consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer).

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(C) A credit access business shall maintain copies of all quarterly reports filed with the Texas Consumer Credit Commissioner under Section 393.627 of the Texas Finance Code.

(D) The records required to be maintained by a credit access business under this section must be retained for at least three years and made available for inspection by the city upon request during the usual and customary business hours of the credit access business.

Sec. __. Restriction on Extension of Consumer Credit

(A) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a deferred presentment transaction may not exceed 20 percent of the consumer's gross monthly income.

(B) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a motor vehicle title loan may not exceed the lesser of:

(1) Three percent of the consumer's gross annual income; or

(2) 70 percent of the retail value of the motor vehicle.

(C) A credit access business shall use a paycheck or other documentation establishing income to determine a consumer's income.

(D) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for repayment in installments may not be payable in more than four installments. Proceeds from each installment must be used to repay at least 25 percent of the principal amount of the extension of consumer credit. An extension of consumer credit that provides for repayment in installments may not be refinanced or renewed.

(E) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for a single lump sum repayment may not be refinanced or renewed more than three times. Proceeds from each refinancing or renewal must be used to repay at least 25 percent of the principal amount of the original extension of consumer credit.

(F) For purposes of this section, an extension of consumer credit

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that is made to a consumer within seven days after a previous extension of consumer credit has been paid by the consumer will constitute a refinancing or renewal.

Sec. __. Requirement of Consumer Understanding of Agreement

(A) Every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer), must be written in the consumer's language of preference. Every credit access business location must maintain on its premises, to be available for use by consumers, agreements in the English and Spanish languages.

(B) For every consumer who cannot read, every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer) must be read to the consumer in its entirety in the consumer's language of preference, prior to the consumer's signature.

(C) For every consumer who cannot read, every disclosure and notice required by law must be read to the consumers in its entirety in the consumer's language of preference, prior to the consumer's signature.

Sec. __. Referral to Consumer Credit Counseling

A credit access business shall provide a form, to be prescribed by the Director, to each consumer seeking assistance in obtaining an extension of consumer credit which references non-profit agencies that provide financial education and training programs and agencies with cash assistance programs. The form will also contain information regarding extensions of consumer credit, and must include the information required by Sec. __ (a)(1)-(5) of this ordinance specific to the loan agreement with the consumer. If the Director has prescribed a form in the consumer's language of preference, the form must be provided in the consumer's language of preference."

Section 2

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

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Section 3

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

Section 4

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

Section 5

That this Ordinance shall be and become effective immediately upon and after its passage and approval.

PASSED AND APPROVED this the ____ day of _____, 2014.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary