



AGENDA

**REGULAR MEETING OF THE CITY COUNCIL
City of Garland
Duckworth Building, Goldie Locke Room
217 North Fifth Street
Garland, Texas
December 1, 2015
7:00 p.m.**

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

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

CITY COUNCIL GOALS 2020

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

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

CONSENT AGENDA

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

1. Consider approval of the minutes of the November 17, 2015 Regular Meeting.
2. Consider approval of the following bids:

- a. Pleasant Valley Road Bridge and Utility Improvements Bid No. 5815-15

Texas Sterling Construction Co. \$24, 710,480.78

This request is to widen Pleasant Valley Road to a four lane divided thoroughfare. Construction includes 1,500 linear feet of bridge, water and wastewater improvements, a hike/bike trail across the bridge, trail head parking lot, and sidewalks.

- b. GP&L Wylie Switchyard Control Cable Bid No. 5927-16

Techline, Inc.	\$105,501.60
Optional Contingency	<u>\$ 10,209.16</u>
TOTAL	\$115,710.76

This request is to purchase control cable for the GP&L Wylie Switchyard CIP project. Due to the complex nature of the project, an optional contingency is included for any unforeseen additional materials that may

be required. This an approved CIP project, and expenditures will not exceed appropriated funds.

c. GP&L Foreign Pole Attachment Management Bid No. 6015-16

TechServ Consulting & Training, LTD \$200,000.00

This request is to facilitate a system wide GP&L pole contact audit, a joint use notification system, an update and renewal of GP&L's current foreign contact agreements, and foreign attachment permitting management. This is a term contract with four (4) optional renewals.

d. Chaha Lift Station Reliability Enhancement Project Bid No. 6027-16

**Xylem Water Solutions USA
Flygt Pumps \$167,850.35**

This request is to purchase replacement Flygt pumps for the Chaha Sewer Lift Station. The current pumps have sustained costly failures and repairs and are at the end of their valuable service life. New pumps will improve reliability, decrease operation and repair costs, and safeguard against potential sanitary sewer overflows.

e. Jet Sewer Truck Bid No. 6032-16

Grapevine Dodge Chrysler Jeep \$119,662.00

This request is to purchase a 2016 Dodge Diesel Cab with mounted Pipehunter 7944TM unit to be used by the Water Department in their daily operations.

f. Firewall Implementation for Infrastructure Security Bid No. 6038-16

Critical Start \$118,289.40

This request is to purchase Next Generation Firewalls to be implemented at GP&L EMS electronic security perimeters and TMPA Gibbons Creek control houses. The Firewalls are necessary to meet upcoming Critical Infrastructure Security v5 Compliance Standards.

g. Hazardous Material Emergency Response Remediation **Bid No. 6039-16**

TAS Environmental Services, LP	\$120,000.00
SWS Environmental Services	<u>\$ 80,000.00</u>
TOTAL	<u>\$200,000.00</u>

This request is to provide emergency hazardous material cleanup on an as needed basis. Staff recommends awarding a primary contract to TAS Environmental Services, LP and a secondary contract to SWS Environmental Services. This is a term contract with two (2) optional renewals.

h. Caterpillar Backhoe Loader **Bid No. 6052-16**

Holt Caterpillar	\$109,317.00
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This request is to purchase a Caterpillar Backhoe Loader to be used by the Water Department in their daily operations.

i. Purchase of Oracle Software Licenses **Bid No. 6056-16**

Oracle America	\$291,205.58
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This request is to purchase software licenses supporting various City applications, to include: Banner Utility Billing, ePersonality HR and Payroll, Fleet Work Order Management, Brass Budget, and GIS. The licenses will be renewed annually as long as the City continues to use Oracle.

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

a. Zoning File No. 15-35, John Thomas Engineering

Consider an ordinance approving a Detail Plan for Automobile Repair, Minor on a property zoned Planned Development (PD) District 98-28 for Community Retail Uses. This property is located on the north side of Campbell Road, approximately 200 feet east of the intersection of West Campbell Road and North Shiloh Road providing for conditions, restrictions, and regulations; and providing for a penalty and an effective date. (File No. 15-35, District 1)

b. Zoning File No. 15-39, The Dimension Group

Consider an ordinance approving a Detail Plan for Restaurant on property zoned Planned Development (PD) District 13-40 for Community Retail Uses. This property is located southeast of the intersection of West Centerville Road and IH-635 providing for conditions, restrictions, and regulations; and providing for a penalty and an effective date. (File 15-39, District 5)

c. Zoning File No. 15-40, JHP Architects for ArchCO Residential, LLC

Consider an ordinance approving an amendment to Planned Development (PD) District 12-13 and a concept Plan for Multi-Family Uses on a 50-acre tract of land located south and west of Bunker Hill Road and west of Miles Road providing for conditions, restrictions, and regulations; and providing for a penalty and effective date (File 15-40, District 1).

4. Consider a Resolution authorizing the City Manager to execute a Recyclable Materials Agreement.

At the December 1, 2014 Work Session, the Council was briefed on the need to execute a new agreement for the processing of recyclable materials gathered through various operations of Environmental Waste Services (EWS).

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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

5. **Consider a Resolution to cast a vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District; and providing an effective date.**

At the November 30, 2015 Work Session, Council was briefed on selecting a candidate for the Dallas Central Appraisal District Board of Directors. This selection process is conducted in accordance with the Texas Property Tax Code section.

6. **Consider a Resolution for an economic development incentive.**

Consider an economic development incentive request from a Developer for rebate of applicable roadway impact fees required of a proposed new investment project.

7. **Hold public hearing(s) on the following zoning case(s):**

- a. **Consider the application of Pop Holdings, LP requesting approval of a Specific Use Provision for Restaurant with Drive-Through on property zoned Community Retail (CR) District. This property is located at 1436 Belt Line Road. (File No. 15-28, District 7)**

The applicant requests a Specific Use Provision for Restaurant with Drive-Through. The applicant will construct an approximately 2,350 square-foot Popeye's.

- b. **Consider the application of Best Storage, LLC requesting approval of 1) an amendment of Planned Development (PD) 08-52 for Community Retail uses, 2) a Detail Plan for a Self-Storage and (Indoor) Athletic Events Facility, and 3) a Specific Use Provision for Self-Storage. This property is located at 3159 South Garland Avenue (former Hypermart site only). (File No. 15-26, District 5). (This request was postponed from the November 3, 2015 City Council Meeting)**

The applicant requests approval of a Concept Plan and a Detail Plan as part of an amendment to Planned Development (PD) 08-52 for Community Retail (CR) to redevelop the former "Hypermart" building with indoor athletic events facility, self-storage and retail/office space.

8. Consider appointments to Boards and Commissions.

Board members are selected for two-year terms by the City Council in August. Terms are usually staggered whereby at least half of the membership has board experience. Board members are appointed based on qualifications.

9. Citizen comments.

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

10. Adjourn.

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

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, November 17, 2015, in the Goldie Locke Room at The Duckworth Building, 217 North Fifth Street, Garland, Texas, with the following members present:

COUNCIL PRESENT:

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

STAFF PRESENT:

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

ABSENT:

Council Member	James Cahill
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CALL TO ORDER:

The meeting was called to order by Mayor Douglas Athas. Cub Scout Pack 1988 led the pledge and Deputy Mayor Pro Tem Lori Dodson led the invocation.

CEREMONIALS:

The Mayor presented the following Proclamations and Special Recognitions to: The Pulmonary Hypertension Awareness Group, proclaiming November to be Pulmonary Hypertension Awareness month and American Diabetes Association, proclaiming November to be American Diabetes month, Special Recognition to the Garland NAACP Afro-Academic Cultural Scientific Olympics (ACSO), and Special Recognition to the Spring Creek Forest Preserve Society and Citizens Environmental & Neighborhood Advisory Committee.

CONSENT AGENDA:

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

1. APPROVED**

Approval of the Minutes of the November 3, 2015 Regular Meeting.

2a. APPROVED**

Bid No. 5870-15 to Pascor Atlantic, Inc. in the amount of \$500,000.00 for the 138 kV Disconnect Switches for Substations.

This request is to award a Term Contract with four optional renewals for 138 kV disconnect switches to be used in GP&L and TMPA Substations.

2b. APPROVED**

Bid No. 5871-15 to DMC Power, Inc. in the amount of \$155,180.27 for materials for the GP&L Wylie Switchyard.

This request is to provide for the procurement of electrical bus, cables, and ground grid fittings necessary for the construction of the GP&L Wylie Switchyard.

2c. APPROVED**

Bid No. 5882-15 to Techline, Inc. in the amount of \$412,642.00 which includes an optional contingency of \$41,264.20 for a total bid of \$453,906.20 for steel structures at the GP&L Lookout Substation.

This request is to provide steel structures and related materials to be used in the construction of the GP&L Lookout Substation. Due to the complex nature of the project, an optional contingency is included for any unforeseen additional materials that may be required.

2d. APPROVED**

Bid No. 5839-15 to Landmark Structures in the amount of \$5,133,000.00 for an Elevated Water Storage Tank.

This request is to provide site development, fabrication, and erection of a 2.5 million gallon composite Elevated Potable Water Storage Tank at McCree Road.

2e. APPROVED**

Bid No. 6007-16 to Pipeline Analysis, LLC in the amount of \$150,000.00 for Professional Engineering Services for Duck Creek.

This request is to provide professional engineering services to install, calibrate, provide O&M, perform data analysis, and prepare annual wastewater flow monitoring reports for the Duck Creek Wastewater Treatment Plant service area.

2f. APPROVED**

Bid No. 5901-15 to Electrical Power Products in the amount of \$670,484.00 which includes an optional contingency of \$100,572.60 for a total bid of \$771,056.60 for electrical power products.

This request is to provide for the procurement of a Control Building with relay panels and landings necessary for the construction of the GP&L Lookout Station. Due to the complex nature of the project, an optional contingency is included for any unforeseen additional materials that may be required.

2g. APPROVED**

Bid No. 5998-16 to Metro Fire Apparatus Specialists, Inc. in the amount of \$1,105,294.00 for Aerial Fire Apparatus.

This request is for the purchase of an Aerial Fire Apparatus to be used by the Garland Fire Department in their daily operations.

3. APPROVED**

Resolution 10223 accepting a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant in the amount of \$13,207.43; and providing an effective date.

Council is requested to adopt a resolution authorizing the City Manager to accept a State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization Grant related to Driving While Intoxicated (DWI) enforcement in the amount of \$13,207.43 for FY 2015-2016. This item was previously considered at the November 16, 2015 Work Session.

4. APPROVED**

Resolution 10224 approving the abandonment, release, and conveyance of a portion of property in the James Terrace addition; authorizing the Mayor of the City of Garland to execute a deed conveying the property to Good Samaritans of Garland, Inc.; and providing an effective date.

Council is requested to approve a resolution authorizing the Mayor to abandon the State Street extraneous right-of-way and execute a Deed Without Warranty conveying the 4,350 square feet of land to the Good Samaritans of Garland. This item was previously considered at the November 2, 2015 Work Session.

5. APPROVED**

Resolution No. 10225 approving and funding a 2015-2016 Cycle 1 Neighborhood Vitality Matching Grant Project.

Council is requested to approve a resolution regarding the applications for Neighborhood Vitality Funding.

6. APPROVED**

Ordinance No. 6808 amending the Code of Ordinances, Section 25.04, Park Names with the addition of Jeffrey C. Wackett Football Field.

Council is requested to approve the recommendation from the Parks and Recreation Board to amend the Code of Ordinances, Section 25.04, Park Names with the addition of Jeffrey C. Wackett Football Field.

7. APPROVED**

Minute action authorizing the City Manager to sign the Grade Crossing Construction Agreement with KCS.

Council is requested to approve the authorization to sign the Grade Crossing Construction Agreement with KCS for Shiloh Road from I-635 to Kingsley Road.

8. APPROVED

Request to waive a required payment to the Tree Fund as outlined in the Garland Development Code Chapter 4: Article 4: Tree Preservation & Mitigation.

Mayor Athas opened the discussion at 7:32 p.m. Speakers on this item were Will Guerin, Director of Planning, Neil Montgomery, Sr. Managing Director, Economic Development, William Childers, RagingWire, Nathan Parrott, RagingWire. Samantha Jackson and Denise Anglewicz registering a position against, but not testifying.

Motion was made by Council Member Campbell to set the Tree Mitigation fee at \$100,000.00, seconded by Council Member Goebel to close the discussion at 8:05 p.m. Motion carried 5 ayes (Mayor Athas, Council Member Campbell, Council Member Goebel, Council Member Billy Mack Williams, and Council Member LeMay, 3 nays (Mayor Pro Tem B. J. Williams, Deputy Mayor Pro Tem Dodson, and Council Member Stanley).

9a. APPROVED

Consider the application of Datatronic Control, Inc. requesting approval of a Downtown Development Plan – Major Waiver regarding freestanding programmable signage (Section 7.24(B)(2)(b) of the Garland Development Code) on a property zoned Downtown (DT) District. This property is located at 801 West Avenue B. (File No. DD 15-01, District 2)

The applicant requests a major waiver to the Downtown District standards to allow construction of a programmable monument sign on the subject property.

Mayor Athas opened the public hearing at 8:06 p.m. The speakers on this item were Will Guerin, Director of Planning Barbara Onstott, DCI, Bill Persefield, First United Methodist Church, and Sharon Campbell. Scott Wise registered in favor of the request, but did not testify. Motion was made by Council Member Goebel to follow the recommendation of the Plan Commission and staff, with the exception of dimming the sign from 10p – 6a (based on the GDC Residential Lighting Standards for Programmable Signs) instead of turning the sign off, allowing staff to choose the specific dimming level, seconded by Council Member Stanley to

close the hearing at 8:22 p.m. Motion carried 8 ayes, 0 nays.

9b. APPROVED

Consider the application Datatronic Control, Inc. requesting approval of a Downtown Development Plan – Major Waiver regarding freestanding programmable signage (Section 7.24(B)(2)(b) of the Garland Development Code) on property zoned Downtown (DT) District. This property is located at 115 South Glenbrook Drive. (File No. DD 15-02, District 2)

The applicant requests a major waiver to the Downtown District standards to allow construction of a programmable monument sign on the subject property.

Mayor Athas opened the public hearing at 8:23 p.m. The speakers on this item were Will Guerin, Director of Planning. Eva McKannan, Larry Kirker, Paul Harper, Judy Grasham, Brenda Harper, Bobbie Barger, Jack Barger, Michael E. Whalin, Kimberly Whalin, and Sharon Campbell registered in favor of the request, but did not testify. Motion was made by Council Member Goebel to follow the recommendation of the Plan Commission and staff, with the exception of dimming the sign from 10p – 6a (based on the GDC Residential Lighting Standards for Programmable Signs) instead of turning the sign off, allowing staff to choose the specific dimming level, seconded by Council Member Campbell to close the hearing at 8:26 p.m. Motion carried 8 ayes, 0 nays.

9c. APPROVED

Consider the application of Datatronic Control, Inc. requesting approval of a Downtown Development Plan – Major Waiver regarding freestanding programmable signage (Section 7.24(B)(2)(b) of the Garland Development Code) on a property zoned Downtown (DT) District. This property is located at 801 West Avenue D. (File No. DD 15-03, District 2)

The applicant requests a major waiver to the Downtown District standards to allow construction of two a programmable freestanding signs on the subject property.

Mayor Athas opened the public hearing at 8:27 p.m. The speaker on this item was Will Guerin, Director of Planning. Motion was made by Council Member Goebel to follow the recommendation of the Plan Commission and staff, with the exception of dimming the signs from 10p – 6a, (based on the GDC Residential Lighting Standards for Programmable Signs) instead of turning signs off, allowing staff to choose the specific dimming level, seconded by Council Member Campbell to close the hearing at 8:29 p.m. Motion carried 8 ayes, 0 nays.

9d. POSTPONED

Consider the application of Best Storage, LLC requesting approval of 1) an amendment of Planned Development (PD) 08-52 for Community Retail uses, 2) a Detail Plan for a Self-Storage and (Indoor) Athletic Events Facility, and 3) a Specific Use Provision for Self-Storage. This property is located at 3159 South Garland Avenue (former Hypermart site only). (File No. 15-26, District 5). (This request was postponed from the November 3, 2015 City Council Meeting)

The applicant requests approval of a Concept Plan and a Detail Plan as part of an amendment to Planned Development (PD) 08-52 for Community Retail (CR) to redevelop the former “Hypermart” building with indoor athletic events facility, self-storage and retail/office space.

The applicant requested a postponement of this case until the next Regular Session on Tuesday, December 1. Motion was made by Council Member Billy Mack Williams to postpone this case until December 1, seconded by Deputy Mayor Pro Tem Dodson. Motion carried with 8 ayes, 0 nays.

RECESS

Council recessed at 8:30 p.m.

RECONVENE

Council reconvened at 8:40 p.m.

9e. APPROVED

Consider the application of John Thomas Engineering requesting approval of 1) a Detail Plan for Automobile Repair, Minor on a property zoned Planned Development (PD) District 98-28 for Community Retail Uses and 2) a variance to Section 2.51 of the Garland Development Code regarding the parking requirement. This property is located on the north side of Campbell Road, approximately 200 feet east of the intersection of West Campbell Road and North Shiloh Road. (File No. 15-35, District 1)

The applicant requests approval of the development of 4,724-square foot Jiffy Lube shop on the subject property.

Mayor Athas opened the public hearing at 8:41 p.m. The speakers on this item were Will Guerin, Director of Planning and Kurt Overmyer, Guggenheim Real Estate Partners, Developer for Jiffy Lube. Motion was made by Council Member Campbell to accept the staff and Plan Commission recommendation, seconded by Council Member Goebel, to close the hearing at 8:49 p.m. Motion carried with 8 ayes, 0 nays.

BREAK

Mayor Athas recognized a Boy Scout from Troop 1020, not previously acknowledged during the ceremonials.

9f. APPROVED

Consider the application of The Dimension group requesting approval of a Detail Plan for Restaurant on property zoned Planned Development (PD) District 13-40 for Community Retail Uses. This property is located southeast of the intersection of West Centerville Road and IH-635. (File No. 15-39, District 5)

The applicant requests approval of the development of a 5,248 square foot dine-in restaurant on the subject property.

Mayor Athas opened the public hearing at 8:50 p.m. The speaker on this item was Will Guerin, Director of Planning. Motion was made by Council Member Billy Mack Williams to

approve based on staff and Plan Commission recommendation, seconded by Deputy Mayor Pro Tem Dodson, to close the hearing at 8:52 p.m. Motion carried with 8 ayes, 0 nays.

9g. APPROVED

Consider the application of JHP Architects for ArchCo Residential, LLC requesting approval of a 1) an amendment to Planned Development (PD) District 12-13 and 2) a Concept Plan for Multi-Family Uses. This property is located south and west of Bunker Hill Road and north and west of Miles Road. (File No. 15-40, District 1)

The applicant is requesting an amendment to the existing Planned Development (PD) District 12-13 and establish a Concept Plan for an apartment complex. A subsequent Detail Plan must be approved prior to any construction.

Mayor Athas opened the public hearing at 8:53 p.m. The speakers on this item were Will Guerin, Director of Planning, Mark Denyer, Architect, and Mike Arbour. Motion was made by Council Member Campbell to approve based on staff and Plan Commission recommendation, seconded by Council Member Goebel, to close the hearing at 9:09 p.m. Motion carried with 8 ayes, 0 nays.

10. APPOINTMENTS:

Mayor Athas turned the meeting over to Mayor Pro Tem B. J. Williams for this vote. A vote was cast and the motion carried 8 ayes, 0 nays as the following names were placed in nomination:

Mayor Douglas Athas

- Jennifer Nguyen – Community Multicultural Commission
- Ali Said – Community Multicultural Commission

11. CITIZEN COMMENTS: Mary Ann Wickersham



Purchasing Report

PLEASANT VALLEY ROAD BRIDGE AND UTILITY IMPROVEMENTS OPEN MARKET

PURCHASE JUSTIFICATION:

This contract is to widen Pleasant Valley Road to a four lane divided thoroughfare. Construction includes 1,500 linear feet of bridge, water and wastewater improvements, a hike/bike trail across the bridge, trail head parking lot, and sidewalks. This is a joint funded project using 80% Regional Toll Revenue funds, 10% Dallas County funds, 10% City of Garland funds in addition to reimbursement by the City of Sachse for wastewater improvements.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Texas Sterling Construction Co.	All	\$24,710,480.78
	TOTAL:	<u>\$24,710,480.78</u>

BASIS FOR AWARD:

Lowest Responsible Bid

Submitted by:

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

 Director of Procurement

Reviewed by:

 City Manager

Date: 11/17/15

Date: _____

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$ <u>29,367,000</u>	Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: <u>2015</u>
Expended/Encumbered to Date: <u>2,588,586</u>	Document Location: <u>ST15, W14, WW02</u>
Balance: \$ <u>26,778,414</u>	Account #: 227-4049-3023100-921 237-4149-3212400-9305 693-1409-1429200-9001 (Sachse)
This Item: <u>24,710,481</u>	Fund/Agency/Project – Description: Water CIP/Pleasant Valley Water Main Wastewater CIP/Infiltration Correction Contribution-CO CIP/Pleasant Valley Rd Bridge
Proposed Balance: \$ <u>2,067,933</u>	Comments: Approval will commit funds scheduled for inclusion in the 2016 and 2017 CIP. However, actual expenditures will not exceed the 2015 amount.
Matt Watson 20NOV2015	
Budget Analyst Date	
Ron Young 20NOV2015	
Budget Director Date	



GARLAND

PURCHASING

Executive Summary **Bid 5815-15** **Pleasant Valley Road Bridge and Utility Improvements**

Recommended Vendor:

Texas Sterling Construction Co.

Total Recommended Award:

\$24,710,480.78

Basis for Award:

Lowest Responsible Bid

Purpose:

The purpose of this contract is to widen Pleasant Valley Road from Richfield Drive to Miles Road to a four lane divided thoroughfare. Construction includes approximately 1,500 linear feet of bridge with architectural enhancements, water and wastewater improvements, hike/bike trail across the bridge, trail head parking lot, and sidewalks.

Evaluation:

Requests for bids were issued in accordance with Purchasing procedures. Five (5) bids were received and evaluated, with Texas Sterling Construction Co. submitting the lowest overall bid.

Recommendation:

Staff recommends awarding the Pleasant Valley Road Bridge and Utility Improvements project to Texas Sterling Construction Co.

Funding Information:

227-4049-3023100-9214; 237-4149-3212400-9305; 693-1409-1429200-9001

Department Director:

Michael C. Polocek, P.E., Director of Engineering, 972-205- 2170



Purchasing Report

GP&L WYLIE SWITCHYARD CONTROL CABLE OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this bid is to purchase control cable for the GP&L Wylie Switchyard CIP project. Due to the complex nature of the project, an optional contingency is included for any unforeseen additional materials that may be required. This is an approved CIP project, and expenditures will not exceed appropriated funds.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Techline, Inc.	All	\$105,501.60
Optional Contingency		10,209.16
	TOTAL:	<u>\$115,710.76</u>

BASIS FOR AWARD:

Lowest Responsible Bid

Submitted by:

Reviewed by:

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

City Manager

Date 11/19/15

Date: _____

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$ <u>5,420,000</u>	Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: <u>2015</u>
Expended/Encumbered to Date: <u>3,875,527</u>	Document Location: <u>p. E10</u>
Balance: \$ <u>1,544,527</u>	Account #: <u>210-3799-3174701-6051</u>
This Item: <u>115,711</u>	Fund/Agency/Project – Description: <u>Electric CIP Fund – Substations Upgrades</u>
Proposed Balance: \$ <u>1,428,816</u>	Comments:
Trent Schulze <u>20NOV2015</u> Budget Analyst Date	
Ron Young <u>20NOV2015</u> Budget Director Date	



GARLAND

PURCHASING

Executive Summary **Bid 5927-15** **GP&L Wylie Switchyard Control Cable**

Recommended Vendor:

Techline, Inc.

Total Recommended Award:

\$112,300.76

Basis for Award:

Lowest Responsible Bid

Purpose:

The purpose of this bid is to purchase control cable for the GP&L Wylie Switchyard CIP project.

Evaluation:

Requests for bids were issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated. Techline, Inc. submitted the lowest overall bid, and met all requirements of the specifications.

Recommendation:

Staff recommends awarding the bid to Techline, Inc. as the lowest responsible bidder.

Funding Information:

GP&L Wylie Switchyard CIP 210-3799-3174701-6051 (EC-S0747-003-1-6051)

Department Director:

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



Purchasing Report

GP&L FOREIGN POLE ATTACHMENT MANAGEMENT TERM CONTRACT

PURCHASE JUSTIFICATION:

The purpose of this contract is to facilitate a system wide GP&L pole contact audit, a joint use notification system, an update and renewal of GP&L's current foreign contact agreements, and foreign attachment permitting management. This will be a term contract with four (4) optional renewals. Pricing and term will be in accordance with the Floresville Electric Light & Power System Interlocal Agreement.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
TechServ Consulting & Training, LTD.	All	\$200,000.00
	TOTAL:	\$200,000.00

BASIS FOR AWARD:

Interlocal Agreement

Submitted by:

Reviewed by:

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

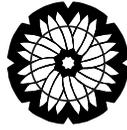
Director of Procurement

City Manager

Date: 11/13/15

Date: _____

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$ _____	N/A
Expended/Encumbered to Date: _____	N/A
Balance: \$ _____	N/A
This Item: _____	200,000
Proposed Balance: \$ _____	N/A
 Budget Analyst	16NOV2015 Date
 Budget Director	16NOV2015 Date
Operating Budget: <input checked="" type="checkbox"/> CIP: <input type="checkbox"/> Year: <u>FY 2015-16</u>	
Document Location: <u>p. D-62</u>	
Account #: 451-6999 211-3226-7111	
Fund/Agency/Project – Description:	
Comments: Term Contract sets price but does not commit funds. Expenses will be charged to accounts as incurred.	



GARLAND

PURCHASING

Executive Summary **Bid 6015-16** **GP&L Foreign Pole Attachment Management**

Recommended Vendor:

TechServ Consulting & Training, LTD.

Total Recommended Award:

\$200,000.00

Basis for Award:

Interlocal Agreement

Purpose:

The purpose of this contract is to facilitate a system wide GP&L pole contact audit, a joint use notification system, an update and renewal of GP&L's current foreign contact agreements, and foreign attachment permitting management. This will be a term contract with four (4) optional renewals.

Evaluation:

This contract will be entered into through an Interlocal Agreement with Floresville Electric Light & Power System.

Recommendation:

Staff recommends awarding the contract to TechServ Consulting & Training, LTD.

Funding Information:

This contract will be funded from the GP&L operating account 211-3226-7111

Department Director:

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



Purchasing Report

CHAHA LIFT STATION RELIABILITY ENHANCEMENT PROJECT OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to purchase replacement Flygt pumps for the Chaha Sewer Lift Station. The current pumps have sustained costly failures and repairs and are at the end of their reliable service life. New pumps will improve reliability, decrease operation and repair costs, and safeguard against potential sanitary sewer overflows. This is an approved Capital Improvement project, and expenditures will not exceed appropriated funds.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Xylem Water Solutions USA - Flygt Pumps	All	\$167,850.35
		\$167,850.35

BASIS FOR AWARD:

Sole Source

Submitted by:

Reviewed by:

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

City Manager

Date: 11/13/15

Date: _____

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$ <u>588,918</u>	Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: <u>2016</u>
Expended/Encumbered to Date: <u>12,297</u>	Document Location: <u>Page WW06</u>
Balance: \$ <u>576,621</u>	Account #: <u>237-4149-3215100-9305</u>
This Item: <u>167,850</u>	Fund/Agency/Project – Description: Wastewater CIP / Wastewater Collection / Sewer Lift Station Rehab
Proposed Balance: \$ <u>408,771</u>	Comments:
Matt Watson <u>11/24/2015</u> Budget Analyst Date	
Ron Young <u>11/24/2015</u> Budget Director Date	



GARLAND

PURCHASING

Executive Summary **Bid 6027-16** **Chaha Lift Station Reliability Enhancement Project**

Recommended Vendor:

Xylem Water Solutions USA-Flygt Pumps

Total Recommended Award:

\$167,850.35

Basis for Award:

Sole Source

Purpose:

The purpose of this contract is to purchase replacement Flygt submersible pumps for the Chaha Sewer Lift Station. The current pumps have sustained costly failures and repairs, and are at the end of their reliable service life. New pumps will improve Lift Station reliability, decrease operation and repair costs, and safeguard against potential sanitary sewer overflows. This is especially critical with the close proximity to Lake Ray Hubbard.

Evaluation:

These pumps are sized to accommodate both existing and anticipated future development sewer flows. Standardizing to Flygt pumps has allowed for installation without requiring modifications to the existing infrastructure. The ease of installation of the equipment, electrical, and controls makes Flygt pumps good value for the City.

Recommendation:

Staff recommends awarding the contract to Xylem Water Solutions USA.

Funding Information:

237-4149-3215100-9305

Department Director:

Charlie Messer, Water Operations Compliance Director, 972-205-3203



Purchasing Report

JET SEWER TRUCK **OPEN MARKET**

PURCHASE JUSTIFICATION:

The purpose of this contract is to purchase a 2016 Dodge Diesel Cab with mounted Pipehunter 7944TM unit to be used by the Water Department in their daily operations. This truck is being provided by Grapevine Dodge Chrysler Jeep through the BuyBoard Purchasing Cooperative Contract 430-13. Funding was approved in the 2015 Equipment Replacement Fund.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Grapevine Dodge Chrysler Jeep	1	\$119,662.00
	TOTAL:	<u>\$119,662.00</u>

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

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

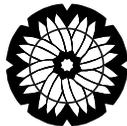
Reviewed by:

 City Manager

Date: 11/19/15

Date: _____

<u>FINANCIAL SUMMARY:</u>			
Total Project/Account:	\$ 142,657	Operating Budget:	<input checked="" type="checkbox"/> CIP: <input type="checkbox"/> Year: <u>2016</u>
Expended/Encumbered to Date:	0	Document Location:	<u>C-42</u>
Balance:	\$ 142,657	Account #:	444-4122-9009
This Item:	119,662	Fund/Agency/Project – Description:	Equipment Replacement/Sewer Maintenance/ Jet Sewer Truck
Proposed Balance:	\$ 22,995	Comments:	
Matt Watson	20NOV2015		
Budget Analyst	Date		
Ron Young	20NOV2015		
Budget Director	Date		



GARLAND

PURCHASING

Executive Summary **Bid 6032-16** **Jet Sewer Truck**

Recommended Vendor:

Grapevine Dodge Chrysler Jeep

Total Recommended Award:

\$119,662.00

Basis for Award:

Cooperative Purchase

Purpose:

The purpose of this contract is to purchase a 2016 Dodge Diesel Cab with mounted Pipehunter 7944TM unit to be used by the Water Department in their daily operations.

Evaluation:

This truck is being provided by Grapevine Dodge Chrysler Jeep through the BuyBoard Purchasing Cooperative Contract 430-13.

Recommendation:

Staff recommends awarding the contract for the Jet Sewer Truck to Grapevine Dodge Chrysler Jeep.

Funding Information:

444-4122-9009

Department Director:

Terry Anglin, Fleet Director, 972-205-3524



Purchasing Report

FIREWALL IMPLEMENTATION FOR INFRASTRUCTURE SECURITY OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to purchase Next Generation Firewalls to be implemented at GP&L EMS electronic security perimeters and TMPA Gibbons Creek control houses. The Firewalls are necessary to meet upcoming Critical Infrastructure Security v5 Compliance Standards. The Next Generation Firewalls are being purchased through the State of Texas Contract DIR-TSO-2663.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Critical Start	All	\$118,289.40
	TOTAL:	<u>\$118,289.40</u>

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

Reviewed by:

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

Director of Procurement

City Manager

Date: 11/19/15

Date: _____

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$	4,382,981
Expended/Encumbered to Date:	847,060
Balance: \$	<u>3,535,921</u>
This Item:	<u>118,290</u>
Proposed Balance: \$	<u>3,417,631</u>
Trent Schulze	20NOV2015
Budget Analyst	Date
Ron Young	20NOV2015
Budget Director	Date

Operating Budget: <input checked="" type="checkbox"/>	CIP: <input checked="" type="checkbox"/>	Year: <u>FY16, 2015</u>
Document Location: <u>p. D-62, p. E02</u>		
Account #: 211-3625-7111, 211-3542-7111 215-3542-3176501-6051 210-3699-3128901-9029		
Fund/Agency/Project – Description: Electric Operating Fund – Energy Operations & Trans Electric CIP – Communications Upgrades/Improvements		
Comments: Funding is split between Electric CIP and Operating accounts.		



GARLAND

PURCHASING

Executive Summary **Bid 6038-16** **Firewall Implementation for Infrastructure Security**

Recommended Vendor:

Critical Start

Total Recommended Award:

\$118,289.40

Basis for Award:

Cooperative Purchase

Purpose:

The purpose of this contract is to purchase Next Generation Firewalls to be implemented at GP&L EMS electronic security perimeters and TMPA Gibbons Creek control houses. The Firewalls are necessary to meet upcoming Critical Infrastructure Security v5 Compliance Standards.

Evaluation:

The Next Generation Firewalls are being purchased through the State of Texas Department of Information Resources Contract DIR-TSO-2663.

Recommendation:

Staff recommends awarding the purchase to Critical Start through the DIR Contract.

Funding Information:

215-3699-3128901-9029 (EC-O0289-001-1-9029)
215-3542-3176501-6051 (EC-S5765-001-1-6051)
211-3542-7111 (EL-T3542-911-7111)
211-3625-7111

Department Director:

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



Purchasing Report

HAZARDOUS MATERIAL EMERGENCY RESPONSE REMEDIATION TERM CONTRACT

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide emergency hazardous material cleanup on an as needed basis. Staff recommends awarding a primary contract to TAS Environmental Services, LP and a secondary contract to SWS Environmental Services. This is a term contract with two (2) optional renewals. Any required work will be performed in accordance with the Tarrant County Contract RFP 2015-003.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
TAS Environmental Services, LP (Primary)	All	\$120,000.00
SWS Environmental Services (Secondary)	All	80,000.00
	TOTAL:	\$200,000.00

BASIS FOR AWARD:

Interlocal Agreement

Submitted by:

Reviewed by:

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

Director of Procurement

City Manager

Date: 11/19/15

Date: _____

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$	N/A
Expended/Encumbered to Date:	N/A
Balance: \$	N/A
This Item:	200,000
Proposed Balance: \$	N/A
Trent Schulze	20NOV2015
Budget Analyst	Date
Ron Young	20NOV2015
Budget Director	Date
Operating Budget: <input checked="" type="checkbox"/> CIP: <input type="checkbox"/> Year: <u>FY 2015-16</u> Document Location: <u>p. D-62</u> Account #: 211-3436-7121 211-3226-7121 Fund/Agency/Project – Description: Term Contract –	
Comments: Term Contract sets price but does not commit funds. Expenses will be charged to accounts as incurred.	



GARLAND

PURCHASING

Executive Summary Bid 6039-16 Hazardous Material Emergency Response Remediation

Recommended Vendors:

TAS Environmental Services, LP (Primary)	\$120,000.00
SWS Environmental Services (Secondary)	80,000.00

Total Recommended Award: \$200,000.00

Basis for Award:

Interlocal Agreement

Purpose:

The purpose of this contract is to provide hazardous material cleanup response on an as needed basis.

Evaluation:

These services are being provided through an Interlocal Agreement with Tarrant County under Contract RFP 2015-003. Their current contract is valid thru December 31, 2015 and has been approved for two (2) additional twelve (12) month renewals.

Recommendation:

Staff recommends awarding these services to TAS Environmental Services, LP and SWS Environmental Services.

Funding Information:

211-3436-7121, 211-3226-7121

Department Director:

Ross Owen, Transmission and Distribution Director, 972-205-3532
Dan Bailey, Energy Services Director, 972-205-2203



Purchasing Report

CATERPILLAR BACKHOE LOADER OPEN MARKET

PURCHASE JUSTIFICATION:

This request is for the purchase of a Caterpillar Backhoe Loader to be used by the Water Department in their daily operations. This equipment is being provided through the BuyBoard Purchasing Cooperative contract 424-13. Funding was approved in the 2014-2015 Equipment Replacement Fund.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Holt Caterpillar	1	\$109,317.00
	TOTAL:	\$109,317.00

BASIS FOR AWARD:

Cooperative Purchase

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

Reviewed by: _____
 City Manager

Date: 11/19/15

Date: _____

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$ <u>109,317</u>	Operating Budget: <input checked="" type="checkbox"/> CIP: <input type="checkbox"/> Year: <u>2016</u>
Expended/Encumbered to Date: <u>0</u>	Document Location: <u>C-42</u>
Balance: \$ <u>109,317</u>	Account #: <u>444-4032-9009</u>
This Item: <u>109,317</u>	Fund/Agency/Project – Description: Equipment Replacement/Water Distribution/ Loader-Backhoe
Proposed Balance: \$ <u>0</u>	Comments:
Matt Watson 20NOV2015	
Budget Analyst Date	
Ron Young 20NOV2015	
Budget Director Date	



GARLAND

PURCHASING

Executive Summary **Bid 6052-16** **Caterpillar Backhoe Loader**

Recommended Vendor:

Holt Caterpillar

Total Recommended Award:

\$109,317.00

Basis for Award:

Cooperative Purchase

Purpose:

The purpose of this contract is to purchase one (1) Caterpillar Backhoe Loader to be used by the Water Department in their daily operations.

Evaluation:

This backhoe loader is being provided through the BuyBoard Purchasing Cooperative Contract 424-13.

Recommendation:

Staff recommends awarding the contract for this Caterpillar Backhoe Loader to Holt Caterpillar.

Funding Information:

444-4032-9009

Department Director:

Terry Anglin, Fleet Director, 972-205-3524



Purchasing Report

PURCHASE OF ORACLE SOFTWARE LICENSES OPEN MARKET

PURCHASE JUSTIFICATION:

The City uses Oracle as the software provider for many City applications including: Banner Utility Billing; ePersonality HR and Payroll; Fleet Work Order Management; Brass Budget; GIS. The necessary software licenses are available from Oracle America through the State of Texas Department of Information Resources Contract DIR-TSO-2539. The licenses will be renewed annually as long as the City continues to use Oracle.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Oracle America	All	\$291,205.58
	TOTAL:	\$291,205.58

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

Reviewed by:

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

 City Manager

Date: 11/20/15

Date: _____

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$ <u>2,207,383</u>	Operating Budget: <input checked="" type="checkbox"/> CIP: <input type="checkbox"/> Year: <u>2015-16</u>
Expended/Encumbered to Date: <u>776,839</u>	Document Location: <u>Pg. D-84 Proposed Budget</u>
Balance: \$ <u>1,430,544</u>	Account #: <u>411-4513-7121</u>
This Item: <u>291,206</u>	Fund/Agency/Project – Description: Information Technology – Service Contracts – Oracle Software Licenses
Proposed Balance: \$ <u>1,139,338</u>	Comments:
Ron Young 11/23/15	
Budget Analyst Date	
Ron Young 11/23/15	
Budget Director Date	



GARLAND

PURCHASING

Executive Summary **Bid 6056-16** **Purchase of Oracle Software Licenses**

Recommended Vendor:

Oracle America

Total Recommended Award:

\$291,205.58

Basis for Award:

Cooperative Purchase

Purpose:

The City uses Oracle as the software provider for many City applications including: Banner Utility Billing; ePersonality HR and Payroll; Fleet Work Order Management; Brass Budget; GIS. The software licenses must be maintained for system support. The licenses will be renewed annually as long as the City continues to use Oracle.

Evaluation:

The necessary software licenses are available from Oracle America through the State of Texas Department of Information Resources Contract DIR-TSO-2539.

Recommendation:

Staff recommends awarding the purchase of software licenses to Oracle America.

Funding Information:

Funding is available in the current IT budget.

Department Director:

Steven Niekamp, Chief Information Officer, 972-781-7216



City Council Item Summary Sheet

Work Session

Date: December 1, 2015

Agenda Item

Item 3a - Zoning Ordinance John Thomas Engineering

Summary of Request/Problem

Zoning Ordinance Z 15-35 John Thomas Engineering

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Submitted By:

Will Guerin
Director of Planning

Approved By:

Bryan L. Bradford
City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING A DETAIL PLAN FOR AUTOMOBILE REPAIR, MINOR ON A 0.804-ACRE TRACT OF LAND ZONED PLANNED DEVELOPMENT (PD) DISTRICT 98-28 FOR COMMUNITY RETAIL USES AND LOCATED ON THE NORTH SIDE OF CAMPBELL ROAD, APPROXIMATELY 200 FEET EAST OF THE INTERSECTION OF WEST CAMPBELL ROAD AND NORTH SHILOH ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; 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

WHEREAS, at its regular meeting held on the 26th day of October, 2015, the City Plan Commission did consider and make recommendations on a certain request for approval of a Detail Plan made by **John Thomas 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

The Garland Development Code is hereby amended by approving a Detail Plan for Automobile Repair, Minor on a 0.804-acre tract of land zoned Planned Development (PD) District 98-28 for Community Retail Uses and located on the north side of Campbell Road, approximately 200 feet east of the intersection of West Campbell Road and North Shiloh Road 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

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

Section 4

That the Garland Development Code, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 5

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 6

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

PASSED AND APPROVED this _____ day of _____, 2015.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File 15-35

Being an approximate 0.804-acre tract of land identified as Lot 7, Block 1, Second Replat Of Shiloh Springs Retail Addition, an addition to the City of Garland according to the final plat recorded in Volume 99230, Page 22, Plat Records of Dallas County, Texas. The subject property is located on the north side of Campbell Road, approximately 200 feet east of the intersection of West Campbell Road and North Shiloh Road, Garland, TX.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE 15-35

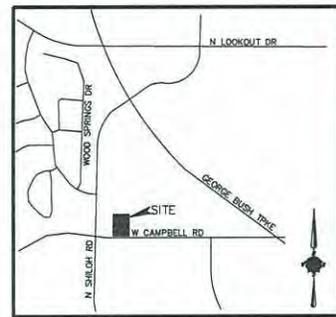
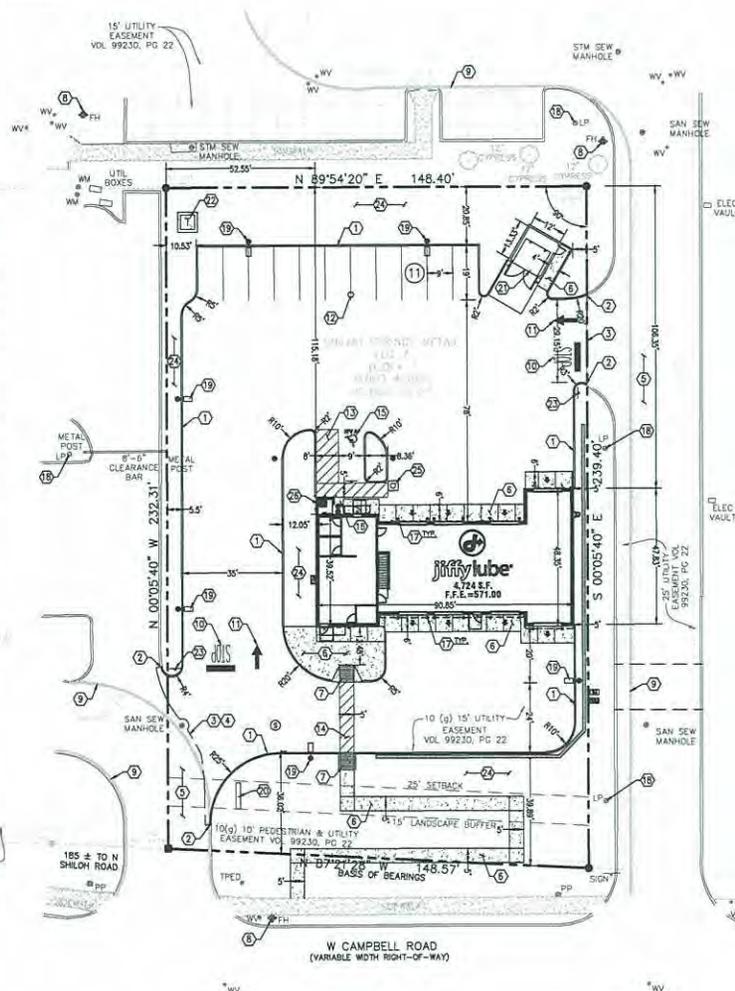
On the north side of Campbell Road, approximately 200 feet east of the intersection of West Campbell Road and North Shiloh Road

- I. Statement of Purpose:** The purpose of this Planned Development is to permit the development of an Automobile Repair, Minor.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- Detail Plan: Development shall be in general conformance with the Detail Plan set forth in Exhibit C; however, in the event of conflict between the Detail Plan and the written conditions, the written conditions shall apply.
- V. Specific Regulations:**
- A. Permitted Uses:** Uses shall be as permitted within the Community Retail (CR) District.
- B. Screening and Landscaping:** Screening and landscaping shall be in general conformance with the approved landscape plan labeled Exhibit D.
- C. Exterior Elevations:** The exterior elevations of the building shall be provided as generally shown on the exterior elevations plans labeled Exhibit E.
- D. Signage:** Freestanding signage shall be limited to one monument sign.
- E. Parking:** Parking shall be limited to no less than twelve (12) spaces.

CAUTION NOTICE TO CONTRACTOR
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

BENCHMARK
 CITY OF GARLAND BENCHMARK 2" BRASS DISK STAMPED 101, LOCATED AT CAMPBELL RD. & SHILOH RD. INT. ON CAMPBELL RD. E. MEDIAN NOSE APPROX. 27.5' S. OF W. BOUND CAMPBELL RD. C/L & APPROX. 57' E. OF CAMPBELL RD. & SHILOH RD. INT. C/L. ELEVATION=561.62

SITE DATA TABLE			
LOCATION:	2200 W. CAMPBELL RD. GARLAND, TX 75044		
LOT AREA:	0.803 AC. (35,000 S.F.)		
ZONING:	CR (COMMUNITY RETAIL)		
CURRENT USE:	VACANT		
PROPOSED USE:	AUTO OIL CHANGE SHOP		
BUILDING DATA:			
BUILDING AREA:	4,724 S.F.		
BUILDING HEIGHT:	(1 STORY)		
BUILDING COVERAGE:	13.5%		
F.A.R.:	0.135 : 1		
PARKING SUMMARY:			
*1 SP PER 400 S.F./2 SP PER BAY	REQUIRED	PROVIDED	
PARKING SPACES (9'x18')	19	11	
HANDICAP SPACES (9'x18')	1	1	
TOTAL SPACES	20	12	
LANDSCAPE:			
PERVIOUS:	0,454 S.F.		
IMPERVIOUS:	25,546 S.F.		



LOCATION MAP
NOT TO SCALE

- LEGEND:**
- PROPERTY LINE
 - PROPOSED CURB & GUTTER
 - LIMITS OF FULL DEPTH SAWCUT
 - PARKING SPACES
 - FIRELANE
 - STOP BAR STRIPING
 - HANDICAP SPACES
 - ADA RAMP
 - BOLLARD
 - TRAFFIC/HANDICAP SIGN
 - LIGHT POLE
 - GREASE TRAP
 - CLEAN-OUT
 - DOUBLE CLEAN-OUT
 - WATER METER
 - IRRIGATION METER
 - MANHOLE

- SITE KEY NOTES:**
- 1 CONCRETE CURBS AND GUTTER. (PER LOCAL CODES)
 - 2 TAPER CURBS TO MATCH EXISTING.
 - 3 MATCH EXISTING PAVEMENT ELEVATION.
 - 4 LIMITS OF FULL DEPTH SAWCUT AND PAVEMENT REMOVAL EXISTING PAVEMENT TO REMAIN.
 - 5 CONCRETE SIDEWALK, 2% MAX. CROSS SLOPE AND 5% MAX. STRAIGHT SLOPE.
 - 6 SIDEWALK RAMP @ 8.33% MAX. (PER LOCAL CODES)
 - 7 EXISTING FIRE HYDRANT.
 - 8 EXISTING FIRE LANE. (PER LOCAL CODES)
 - 9 STOP BAR. (PER LOCAL CODES)
 - 10 DIRECTIONAL TRAFFIC ARROW. (PER LOCAL CODES)
 - 11 PARKING STALL STRIPING. (PER LOCAL CODES)
 - 12 4" WIDE PAINTED STRIPES, 2' OFF CENTER @ 45'.
 - 13 PEDESTRIAN/HANDICAP CROSSWALK STRIPING.
 - 14 HANDICAP STRIPING & SYMBOL (TYPICAL-PER ADA AND LOCAL REQUIREMENTS)
 - 15 HANDICAP SIGN. (TYPICAL-PER ADA AND LOCAL REQUIREMENTS)
 - 16 BOLLARD.
 - 17 EXISTING LIGHT POLE.
 - 18 PROPOSED LIGHT POLE.
 - 19 MONUMENT SIGN. (PER ARCH. PLANS)
 - 20 DUMPSTER ENCLOSURE. (PER ARCH. PLANS)
 - 21 MATCH BUILDING MATERIAL AND COLOR.
 - 22 PAD MOUNTED TRANSFORMER.
 - 23 "STOP" SIGN.
 - 24 LANDSCAPE AREA. (PER LANDSCAPE PLAN)
 - 25 OIL INTERCEPTOR. (PER ARCH. PLANS)
 - 26 AC UNIT. (PER ARCH. PLANS)
 - 27 MATCH BUILDING MATERIAL AND COLOR.



SITE PLAN
 JIFFY LUBE
 2200 W. CAMPBELL RD.
 GARLAND, TX 75044

REVISION RECORD
08-26-15 DETAIL PLAN SUBMITTAL
09-11-15 DETAIL PLAN SECOND SUBMITTAL

SHEET NO.
C-2.0



PRESUBMITTAL NO.: 150811-1

EXHIBIT C



SOUTH ELEVATION



WEST ELEVATION

EAST SIDE ELEVATION



NORTH ELEVATION

EXHIBIT E



GARLAND, TX

OCTOBER 14TH, 2015





City Council Item Summary Sheet

Work Session

Date: December 1, 2015

Agenda Item

Item 3b - Zoning Ordinance The Dimension Group

Summary of Request/Problem

Zoning Ordinance Z 15-39 The Dimension Group

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Submitted By:

Will Guerin
Director of Planning

Approved By:

Bryan L. Bradford
City Manager

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING A DETAIL PLAN FOR RESTAURANT ON PROPERTY ZONED PLANNED DEVELOPMENT (PD) DISTRICT 13-40 FOR COMMUNITY RETAIL USES ON A 1.34-ACRE TRACT OF LAND LOCATED SOUTHEAST OF THE INTERSECTION OF WEST CENTERVILLE ROAD AND IH 635 PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 26th day of October, 2015, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **The Dimension Group**; and

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

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

Section 1.

Ordinance No. 6773 is hereby amended by approving a Detail Plan for Restaurant on property zoned Planned Development (PD) for Community Retail Uses on a 1.34-Acre tract of land located southeast of the intersection of Centerville Road and IH 635 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. 6773, 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. 15-39

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 _____, 2015.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

**EXHIBIT A
LEGAL DESCRIPTION
ZONING FILE 15-39**

Being a 1.347 acre tract of land, Identified as Lot 2R3, Block 1, New World Shopping Center no.1 Replat of Lot 2R, Block 1, as recorded in Instrument Number 201500210309, of the Plat Records of Dallas County, Texas. This property is located southeast of the intersection of West Centerville Road and IH 635.

ZONING FILE 15-39

**Southeast of the intersection of West Centerville Road and
IH 635**

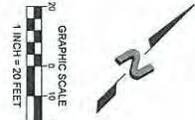
Planned Development Conditions

- I. Statement of Purpose:** The purpose of this Planned Development District is to permit the development of Community Retail Uses subject to conditions.
- II. Statement of Effect:** This Planned Development District shall not affect any regulation found in the Garland Development Code (GDC), Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations in Ordinance 6773 Garland Development Code (GDC), are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- A. Detail Plan: Development shall be in general accordance with the Detail Plan identified as Exhibit C.
- V. Specific Regulations:**
- A. Permitted Uses: Uses shall be as permitted within the Community Retail (CR) District.
- B. Screening and Landscaping: The screening and landscaping shall be generally provided as shown on the landscape plan identified as Exhibit D. The required landscaping adjacent to the screening wall shall be provided on the residential property side. The six-foot tall masonry wall shall be constructed with materials that match the existing six-foot wall on the adjacent WinCo site. The property owner of the subject property identified by this PD shall be responsible for the maintenance of the landscaping.
- C. Building Elevations: Building elevations shall be in conformance with Exhibit E.

EXHIBIT B

- D. Attached Signage: Attached signage shall not exceed the allowed square footage as reflected in Exhibit F.

THIS PLAN AND INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROTECTED BY COMMON LAW, STATUTE AND OTHER RELEVANT RIGHTS INCLUDING COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF THE DESIGN GROUP.



LEGEND

PHASE	REMARK
WATER METERS	1-4" DOMESTIC
IRRIGATION	1" PROPOSED

CITY OF GARLAND BENCHMARK
 THE 2015 BENCHMARK IS LOCATED IN THE INTERSECTION OF KENNEDY DRIVE & CENTRAL AVENUE. THE BENCHMARK IS 17' SOUTH OF CENTRAL AVENUE WEST BOUND LANE ELEVATION = 538.04

CAUTION NOTICE TO CONTRACTORS
 THE LOCATION AND ELEVATION OF THE BENCHMARK IS SPECIFICALLY CALIBRATED BY THE CITY OF GARLAND. CONTRACTORS SHALL VERIFY THE LOCATION AND ELEVATION OF THE BENCHMARK PRIOR TO CONSTRUCTION. ANY DISCREPANCY SHALL BE REPORTED TO THE CITY OF GARLAND IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARLAND AND THE STATE OF TEXAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARLAND AND THE STATE OF TEXAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARLAND AND THE STATE OF TEXAS.

INTERSTATE HIGHWAY 635
 (VARIABLE WIDTH RIGHT-OF-WAY)

REVISION DESCRIPTION

DATE	BY	DESCRIPTION
10/20/16	KS	1st CITY SUBMITTAL
10/20/16	KS	2nd CITY SUBMITTAL

PROJECT INFORMATION

Project no.	16-459
date	9/29/15
dwg	03-11095-SITE PLAN-C3.0
designed by	DW
checked by	CS
approved by	MS

TRIMENSION
 TYPE PRINT # T-8836
 ARCHITECTURE • CIVIL ENGINEERING • MEP ENGINEERING • PLANNING
 1015 Sherman Blvd, Dallas, Texas 75218
 TEL: 214-450-0500 FAX: 214-451-9099 www.trimension.com

OWNER
 NEW WORLD SHOPPING CENTER NO. 1
 1771 E. VALDOR DRIVE
 SCOTTSDALE, AZ 85258
 CONTACT: DANIEL WARD-REE
 TEL: 480-341-9000

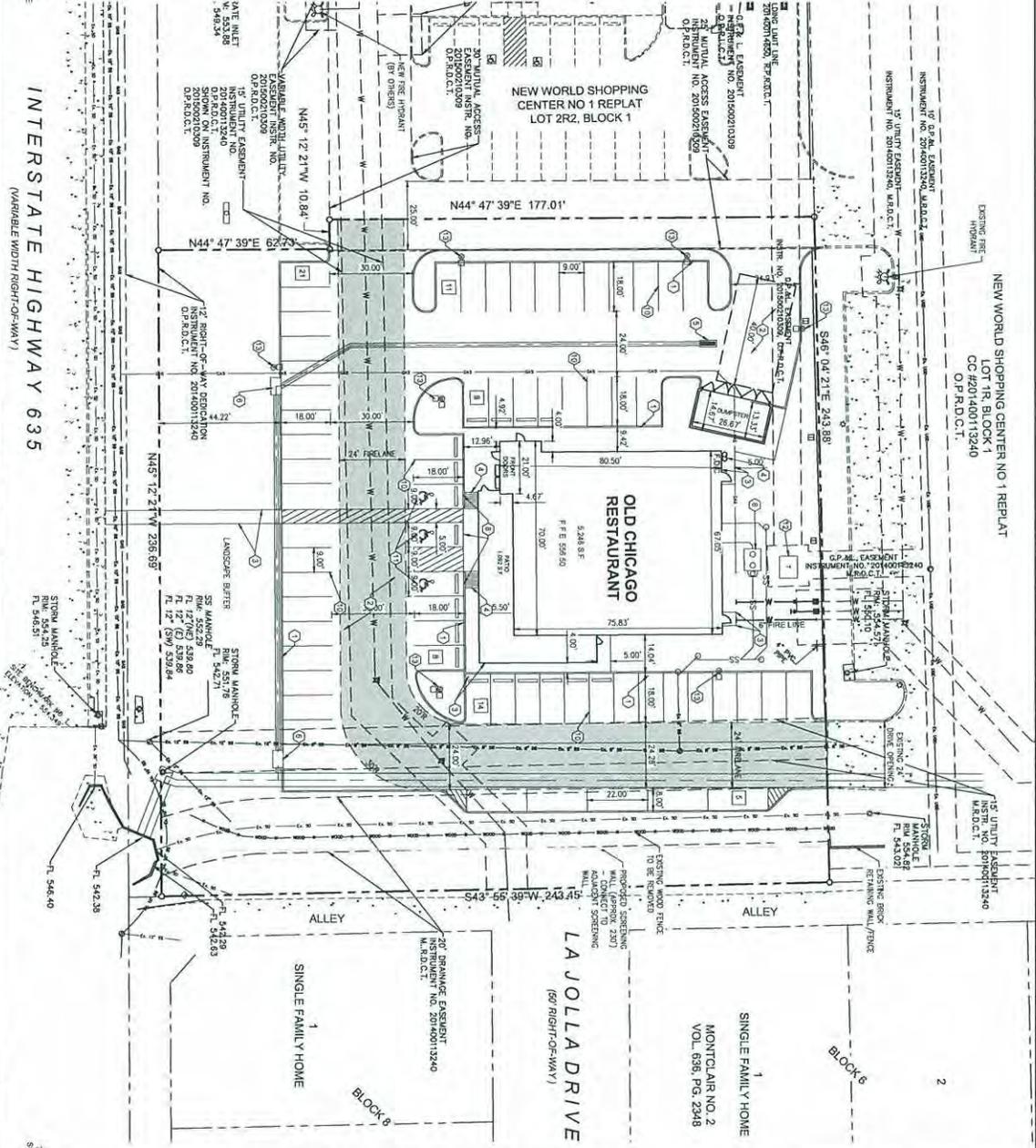
DEVELOPER
 SPANISH VALLEY PARTNERS
 AND BROTHERS, INC.
 201 WESLEY STREET
 CANTON, ARIZONA, IN 87108
 CONTACT: DANIEL WARD-REE
 TEL: 505-341-9000

APPLICANT/ENGINEER
 TRIMENSION
 TYPE PRINT # T-8836
 1015 SHERMAN BLVD
 DALLAS, TEXAS 75218
 CONTACT: DANIEL WARD-REE
 TEL: 214-450-0500

SITE PLAN

OLD CHICAGO PIZZA & TAVERN
 W. CENTRAL AVENUE
 GARLAND, TEXAS

C3.0



- SITE PLAN KEYNOTES:**
1. CONSTRUCT F-CURB & GUTTER
 2. CONSTRUCT F-CONCRETE PAVEMENT SECTION (SEE GEOTECH)
 3. CONSTRUCT F-CONCRETE SIDEWALK
 4. INSTALL FIRE DEPARTMENT CONNECTION (FDC)
 5. CONSTRUCT GATE INLET
 6. CONSTRUCT TO CURB
 7. INSTALL HANDICAP VAN AND CAR SIGN (SEE A.D.A. PLAN)
 8. INSTALL OBSCURE TAPE
 9. F-YELLOW OR WHITE ENLIGHTENED SOLID PAVEMENT STRIPES
 10. HORIZONTAL PARKING LOGO
 11. FINE LINE STRIPING
 12. INSTALL STANDARD GRATE # 2 X 2 ELECTRICAL TRANSFORMER
 13. INSTALL SITE LIGHT POLE

SITE AND DESIGN DATA

SITE SQ. FT.	34,613.81 SQ. FT. (0.79 ACRES)
EXISTING ZONING	P071-48 FOR CITY ORDERS
BUILDING SQ. FT.	5,248 S.F.
PATIO SQ. FT.	1,027 S.F.
REQUIRED PARKING (RESTAURANT)	53 SPACES (1,248/100)
REQUIRED PARKING (PATIO)	11 SPACES (1,207/100)
PARKING PROVIDED	64 STANDARD SPACES 3 HANDICAP SPACES
BUILDING COVERAGE	6,242 S.F. (0.18 AC.)
BUILDING HEIGHT	23 FT.
MAX BUILDING HEIGHT	35 FT.
BUILDING SETBACK	30 FEET ON INTERSTATE HIGHWAY 635 20 FEET ON PROPERTY SIDES
LANDSCAPE SETBACKS REQUIRED	30 FEET ON INTERSTATE HIGHWAY 635 NONE ON PROPERTY SIDES
REQUIRED VARIANCES	

NEW WORLD SHOPPING CENTER NO. 1
 LOT 2R3, BLOCK 1
 IN THE CITY OF GARLAND,
 DALLAS COUNTY, TEXAS
 CASE NO. 150820-1
 SCALE: 1"=20'

LANDSCAPE REQUIREMENTS

SITE LANDSCAPE
 REQUIRED: 10% OF PERCENT OF TOTAL GROSS SITE AREA TO BE DEVOTED TO LANDSCAPING
 PROHIBITED: 25% OF SITE LANDSCAPING AREA

LANDSCAPE BUFFER
 REQUIRED: 10% OF PERCENT OF TOTAL GROSS SITE AREA TO BE DEVOTED TO LANDSCAPING
 PROHIBITED: 25% OF SITE LANDSCAPING AREA

LANDSCAPE AREA WITH PARKING LOT'S
 REQUIRED: 10% OF PERCENT OF INTERIOR PARKING TO BE LANDSCAPED
 PROHIBITED: 25% OF PERCENT OF INTERIOR PARKING TO BE LANDSCAPED

INTERIOR PARKING
 REQUIRED: 10% OF PERCENT OF INTERIOR PARKING TO BE LANDSCAPED
 PROHIBITED: 25% OF PERCENT OF INTERIOR PARKING TO BE LANDSCAPED

SITE IRRIGATION

ALL REQUIRED LANDSCAPING SHALL BE IRRIGATED BY ONE OF THE FOLLOWING METHODS AND MUST MEET ALL CITY PLANNING REQUIREMENTS:

- 1) AN UNDERGROUND PERMEABLE MAJOR DRAIN SYSTEM
- 2) A HOSE ATTACHMENT WITH 1/2" BEET OF ALL REQUIRED LANDSCAPING

LANDSCAPE SCHEDULE

SYMBOL	LANDSCAPE SCHEDULE	QTY	MATURE AT
1	LANDSCAPE SCHEDULE 1	3	30%
2	LANDSCAPE SCHEDULE 2	4	40%
3	LANDSCAPE SCHEDULE 3	5	50%
4	LANDSCAPE SCHEDULE 4	6	60%
5	LANDSCAPE SCHEDULE 5	7	70%
6	LANDSCAPE SCHEDULE 6	8	80%
7	LANDSCAPE SCHEDULE 7	9	90%

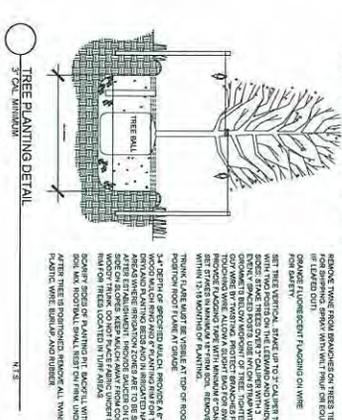
NO PARKING SPACE IS GREATER THAN 65' FROM A REQUIRED TREE

NO EXISTING TREES ON SITE

GENERAL MAINTENANCE

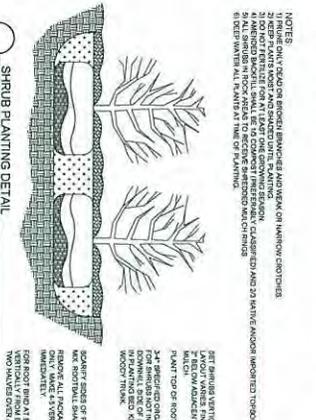
ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED SO AS TO COMPLY WITH SECTION 401 OF THE CITY CODE AT ALL TIMES. THE RESPONSIBILITY FOR MAINTENANCE OF ALL LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING TO ENSURE THAT THE LANDSCAPING IS MAINTAINED TO THE STANDARD OF THE CITY OF GARLAND, TEXAS. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING TO ENSURE THAT THE LANDSCAPING IS MAINTAINED TO THE STANDARD OF THE CITY OF GARLAND, TEXAS. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING TO ENSURE THAT THE LANDSCAPING IS MAINTAINED TO THE STANDARD OF THE CITY OF GARLAND, TEXAS.

LA 101
 50' RIG
 VOLUME 636, PAGE 244R, M.F.C. 7-1



NOTES:

1. ALL TREES SHALL BE PLANTED IN THE QUANTITY AND SPACING AS SHOWN ON THIS PLAN.
2. ALL TREES SHALL BE PLANTED IN THE QUANTITY AND SPACING AS SHOWN ON THIS PLAN.
3. ALL TREES SHALL BE PLANTED IN THE QUANTITY AND SPACING AS SHOWN ON THIS PLAN.
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10. ALL TREES SHALL BE PLANTED IN THE QUANTITY AND SPACING AS SHOWN ON THIS PLAN.

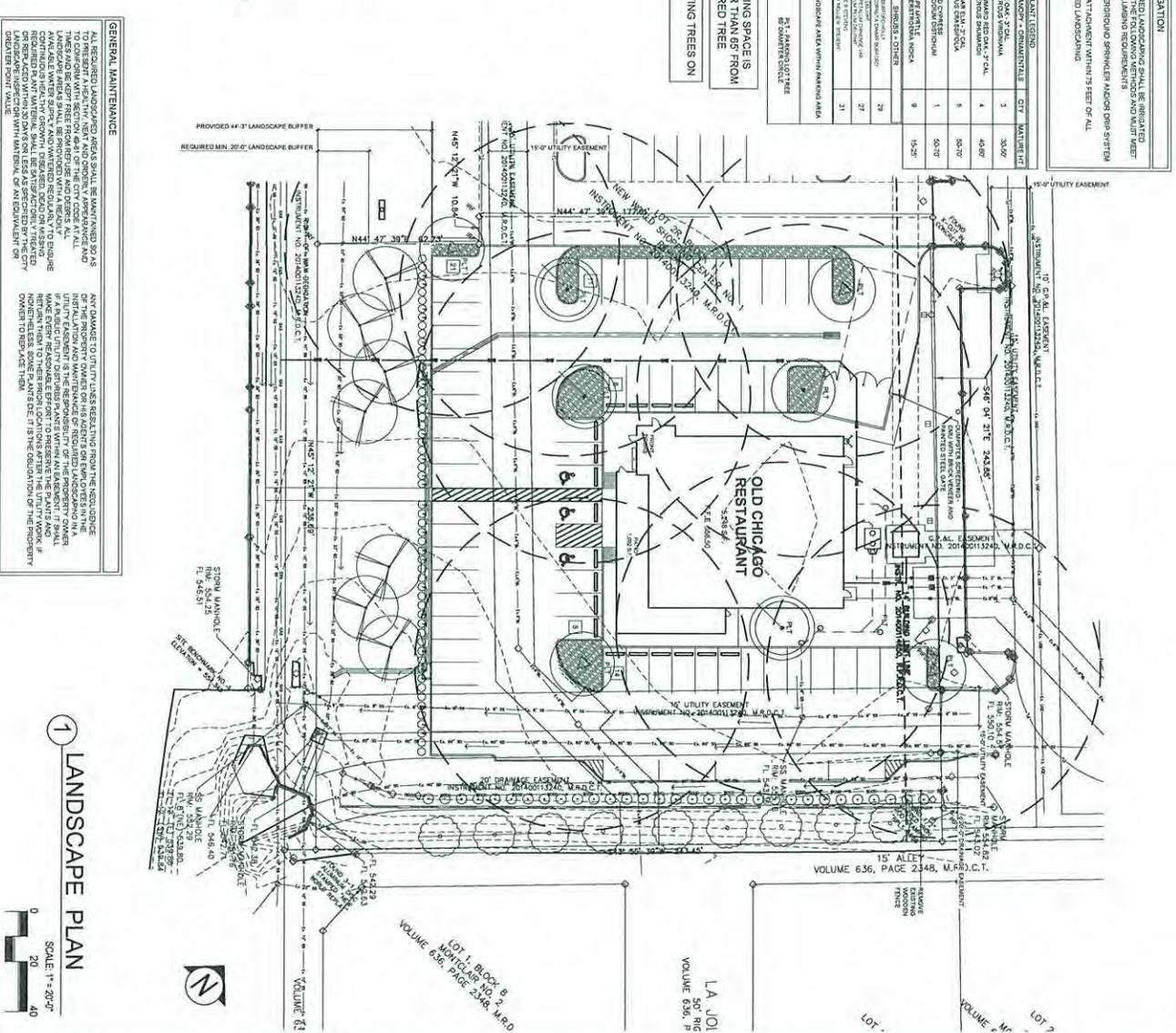


NOTES:

1. ALL SHRUBS SHALL BE PLANTED IN THE QUANTITY AND SPACING AS SHOWN ON THIS PLAN.
2. ALL SHRUBS SHALL BE PLANTED IN THE QUANTITY AND SPACING AS SHOWN ON THIS PLAN.
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10. ALL SHRUBS SHALL BE PLANTED IN THE QUANTITY AND SPACING AS SHOWN ON THIS PLAN.



ZONED PD-13-40 (ORD #8987)



CLIENT:

THE NATIONAL GROUP
 10725 SANDHILL ROAD
 SUITE 1700
 DALLAS, TX 75244
 (214) 342-0000
 (214) 342-0000
 (214) 342-0000
 (214) 342-0000
 (214) 342-0000

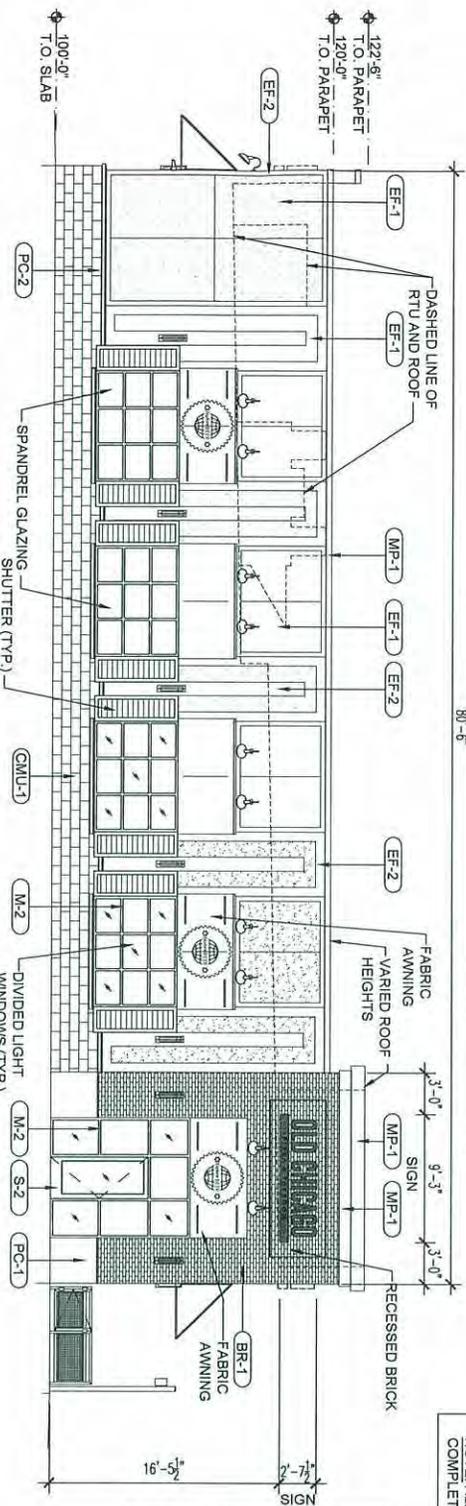
OLD CHICAGO
 CENTERVILLE RD. & I-635
 GARLAND, TEXAS

ISSUE FOR PERMIT

OLD CHICAGO
 GARLAND, TEXAS

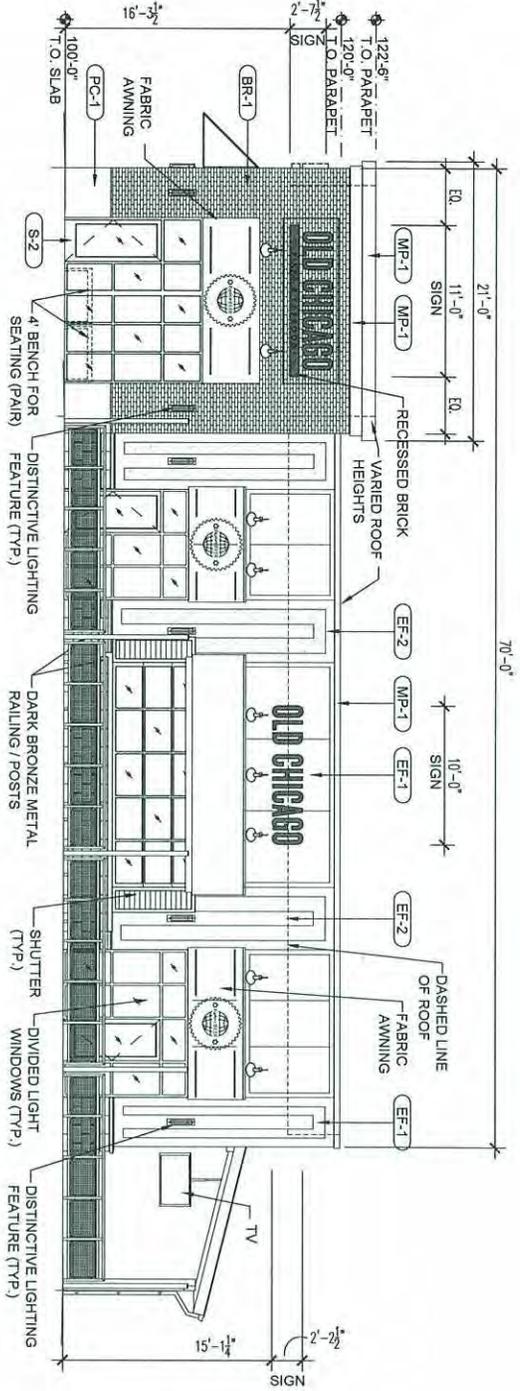
LANDSCAPE PLAN
 LP0.01

FRONT ELEVATION (WEST)



- FACADE MATERIAL CALCULATIONS**
 TOTAL SURFACE AREA (EXCLUDING DOORS AND WINDOWS): 1,311 SQ. FT.
- STUCCO: 65%
 - PRE-CAST CONCRETE: 2%
 - BRICK: 16%
 - CMU: 17%

MAIN ENTRANCE ELEVATION (SOUTH)



- FACADE MATERIAL CALCULATIONS**
 TOTAL SURFACE AREA (EXCLUDING DOORS AND WINDOWS): 1,016 SQ. FT.
- STUCCO: 62%
 - PRE-CAST CONCRETE: 2%
 - BRICK: 25%
 - CMU: 11%

FINISH SCHEDULE

MP-1	PRE-FINISHED METAL FASCIA / COPING; BERRIDGE. COLOR = CHARCOAL GREY
WD-1	CEDAR SHAKE SHINGLE
S-2	STOREFRONT DOORS: PAINTED "OLD CHICAGO RED"
M-2	STOREFRONT: KAWNEER. COLOR = DARK BRONZE #40
EF-1	STUCCO: COLOR TO MATCH JAMES HARDIE "COBBLE STONE" JH40-10
EF-2	STUCCO: COLOR TO MATCH BENJAMIN MOORE "EMBASSY GREEN" 1923
WD-1	WOOD BEAMS: SEMI-SOLID BENJAMIN MOORE ARBORCOAT STAIN. COLOR = "AVANT GARDE"
GMU-1	SPLIT FACE CMU. JANDRIS & SONS. COLOR = DK-19
GMU-2	SMOOTH FACE CMU. JANDRIS & SONS. COLOR = LT-3
PC-1	PRECAST CONCRETE: HERITAGE CAST STONE. COLOR = "GRAHAM"
PC-2	PRECAST CONCRETE WATERTABLE. COLOR TO MATCH "CMU-1"
BR-1	BRICK: GLEN-GERY, MEDALIA SERIES. COLOR = "ASBERDEEN". TEXTURE = "PAPERBOLT"

NOTE: ALL ROOF TOP EQUIPMENT IS COMPLETELY SCREENED BY PARAPETS

SIX DESIGN ELEMENTS

- AWNINGS AND CANOPIES
 - DISTINCTIVE LIGHTING FEATURES
 - DIVIDED LIGHT WINDOWS
 - BENCHES FOR OUTDOOR SEATING
 - SHUTTERS
 - VARIED ROOF HEIGHTS
- PAINT ALL GROUND AND WALL MOUNTED EQUIPMENT TO MATCH BUILDING

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT NUMBER: _____
 DATE: 05.30.2015

A2.1

EXTERIOR ELEVATIONS

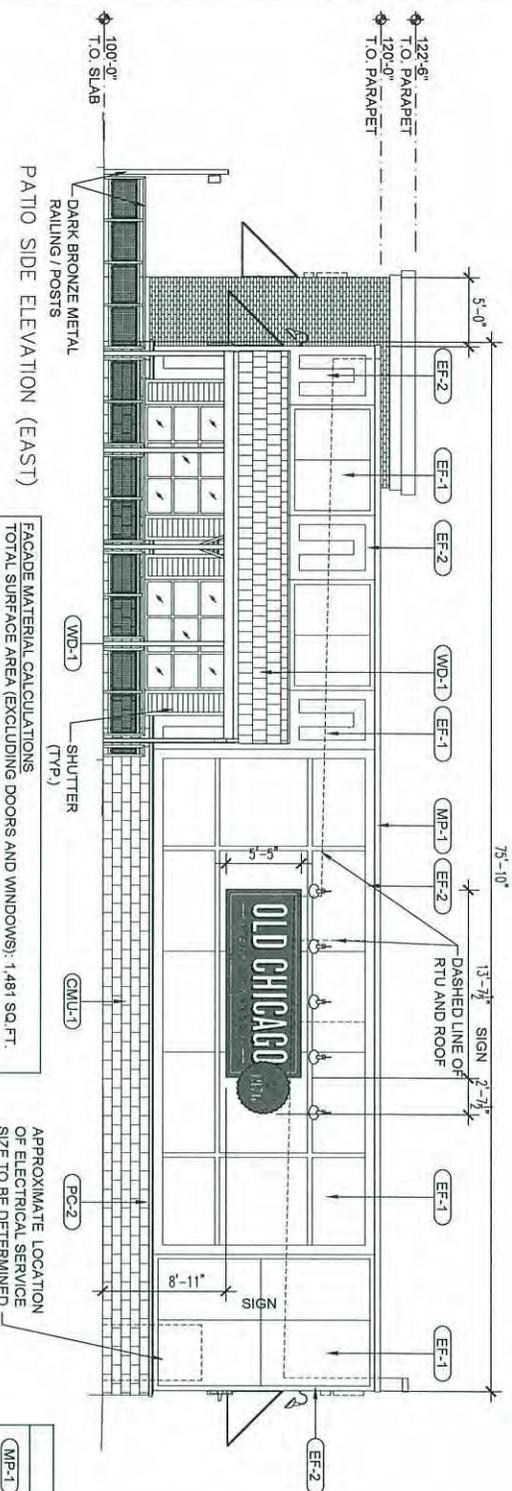
CENTERVILLE ROAD AND I-635 GARLAND, TX



EXHIBIT E



CRAFTWORKS RESTAURANTS & BREWERIES INC.
 205 WEST MAIN STREET
 SUITE 301
 CHATTANOOGA, TN. 37408



SIX DESIGN ELEMENTS

- AWNINGS AND CANOPIES
- DISTINCTIVE LIGHTING FEATURES
- DIVIDED LIGHT WINDOWS
- BENCHES FOR OUTDOOR SEATING
- SHUTTERS
- VARIED ROOF HEIGHTS

FINISH SCHEDULE

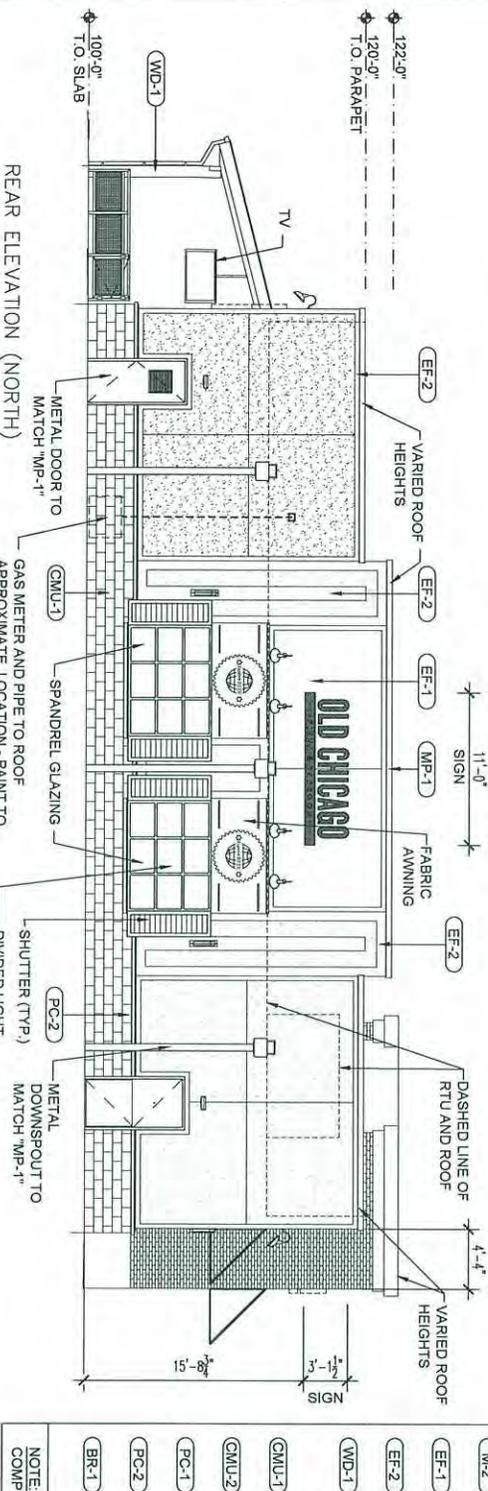
- (MP-1) PRE-FINISHED METAL FASCIA / COPING; BERRIDGE; COLOR = CHARCOAL GREY
- (WD-1) CEDAR SHAKE SHINGLE
- (S-2) STOREFRONT DOORS; PAINTED "OLD CHICAGO RED"
- (M-2) STOREFRONT KAWNEER; COLOR = DARK BRONZE #40
- (EF-1) STUCCO; COLOR TO MATCH JAMES HARDIE "COBBLE STONE" JH40-10
- (EF-2) STUCCO; COLOR TO MATCH BENJAMIN MOORE "EMBASSY GREEN" 1523
- (WD-1) WOOD BEAMS; SEMI-SOLID BENJAMIN MOORE ARBORCOAT STAIN; COLOR = "AVANT GARDE"
- (GMU-1) SPLIT FACE CMU; JANDRIS & SONS; COLOR = DK-19
- (GMU-2) SMOOTH FACE CMU; JANDRIS & SONS; COLOR = LT-3
- (BC-1) PRECAST CONCRETE; HERITAGE CAST STONE; COLOR = "GRAHAM"
- (BC-2) PRECAST CONCRETE; WATERTABLE; COLOR TO MATCH "CMU-1"
- (BR-1) BRICK; GLENGARY; METALLA SERIES; COLOR = "BERDEEN"; TEXTURE = "PAPER CUT"

NOTE: ALL ROOF TOP EQUIPMENT IS COMPLETELY SCREENED BY PARAPETS

PAINT ALL GROUND AND WALL MOUNTED EQUIPMENT TO MATCH BUILDING

APPROXIMATE LOCATION OF ELECTRICAL SERVICE SIZE TO BE DETERMINED

FAÇADE MATERIAL CALCULATIONS
TOTAL SURFACE AREA (EXCLUDING DOORS AND WINDOWS): 1,481 SQ. FT.
STUCCO: 75%
BRICK: 5%
CMU: 17%



FAÇADE MATERIAL CALCULATIONS
TOTAL SURFACE AREA (EXCLUDING DOORS AND WINDOWS): 1,234 SQ. FT.
STUCCO: 79%
PRECAST CONCRETE: 1%
CMU: 14%

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT NUMBER: 09-20-2015DATE: 09-20-2015

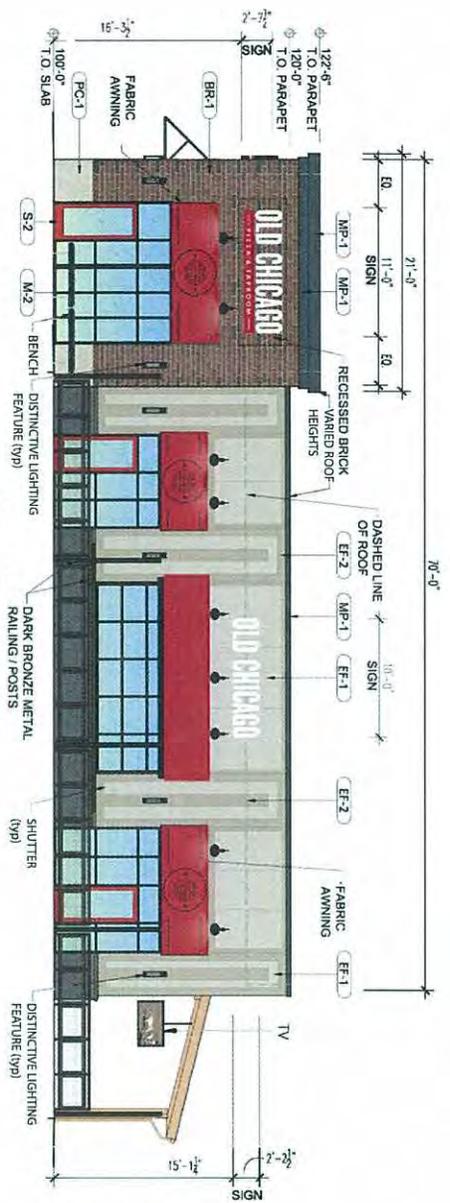
EXTERIOR ELEVATIONS

CENTERVILLE ROAD AND I-635 GARLAND, TX

CRAFTWORKS RESTAURANTS & BREWERIES INC.
231 WEST MAIN STREET
SLATE 301
CHATTANOOGA, TN. 37408

A2.2

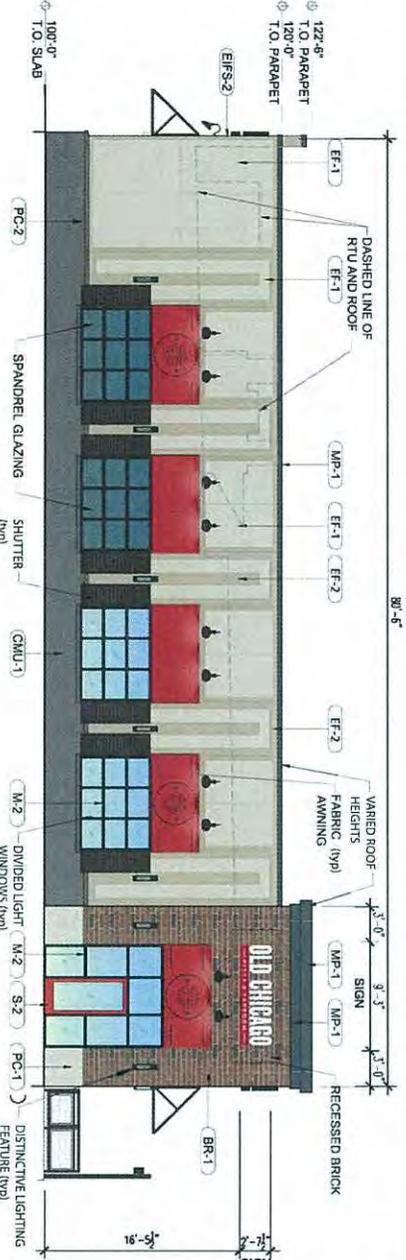
EXHIBIT E



MAIN ENTRANCE ELEVATION (SOUTH)

FAÇADE MATERIAL CALCULATIONS:
 TOTAL SURFACE AREA (EXCLUDING DOORS AND WINDOWS): 1,016 sq.ft.
 STUCCO: 62%
 PRE-CAST CONCRETE: 2%
 BRICK: 25%
 CMU: 11%

SIGNAGE CALCULATION
 ALLOWED: 140 sq.ft.
 PROPOSED: 55.62 sq.ft.



FRONT ELEVATION (WEST)

FAÇADE MATERIAL CALCULATIONS:
 TOTAL SURFACE AREA (EXCLUDING DOORS AND WINDOWS): 1,311 sq.ft.
 STUCCO: 65%
 PRE-CAST CONCRETE: 2%
 BRICK: 16%
 CMU: 17%

SIGNAGE CALCULATION
 ALLOWED: 80.5 sq.ft.
 PROPOSED: 22.66 sq.ft.

OLD CHICAGO - GARLAND, TEXAS

NEW WORLD SHOPPING CENTER



- MP-1 PRE-FINISHED METAL FASCIA / COPING; BERRIDGE; COLOR = CHARCOAL GREY
- WD-1 CEDAR SHAKE SHINGLE
- S-2 STOREFRONT DOORS; PAINTED 'OLD CHICAGO RED'
- M-2 STOREFRONT; KAWNEER; COLOR = DARK BRONZE #40
- EF-1 STUCCO; COLOR TO MATCH JAMES HARDIE; COBBLE STONE; JH-0-10
- EF-2 STUCCO; COLOR TO MATCH BENJAMIN MOORE 'EMBASSY GREEN' 1523
- WD-1 WOOD BEAMS; SEMI-SOLID BENJAMIN MOORE 'HARBOR COAT STAIN'; COLOR = 'AVANTI SHARDE'
- CMU-1 SPLIT FACE CMU; JANDRIS & SONS; COLOR = DK-19
- CMU-2 SMOOTH FACE CMU; JANDRIS & SONS; COLOR = LT-3
- PC-1 PRECAST CONCRETE; HERITAGE CAST STONE; COLOR = 'GRANITE'
- PC-2 PRECAST CONCRETE WATERTABLE; COLOR TO MATCH 'CMU-1'
- BR-1 BRICK; GLENBERRY; METALIA SERIES; COLOR = 'ABERDEEN'; TEXTURE = 'PAPERBOUT'

NOTE: ALL ROOF TOP EQUIPMENT IS COMPLETELY SCREENED BY PARAPETS

- SIX DESIGN ELEMENTS**
1. AWNINGS AND CANOPIES
 2. DISTINCTIVE LIGHTING FEATURES
 3. DIVIDED LIGHT WINDOWS
 4. BENCHES FOR OUTDOOR SEATING
 5. SHUTTERS
 6. VARIED ROOF HEIGHTS

PAINT ALL GROUND AND WALL MOUNTED EQUIPMENT TO MATCH BUILDING

PATIO SIDE ELEVATION (EAST)



FACADE MATERIAL CALCULATIONS
TOTAL SURFACE AREA (EXCLUDING DOORS AND WINDOWS): 1,481 sq.ft.
STUCCO: 77%
PRE-CAST CONCRETE: 1%
BRICK: 6%
CMU: 17%

SIGNAGE CALCULATION
APPROXIMATE LOCATION OF ELECTRICAL SERVICE SIZE TO BE DETERMINED
ALLOWED: 75.10 sq.ft.
PROPOSED: 88.02 sq.ft.

REAR ELEVATION (NORTH)



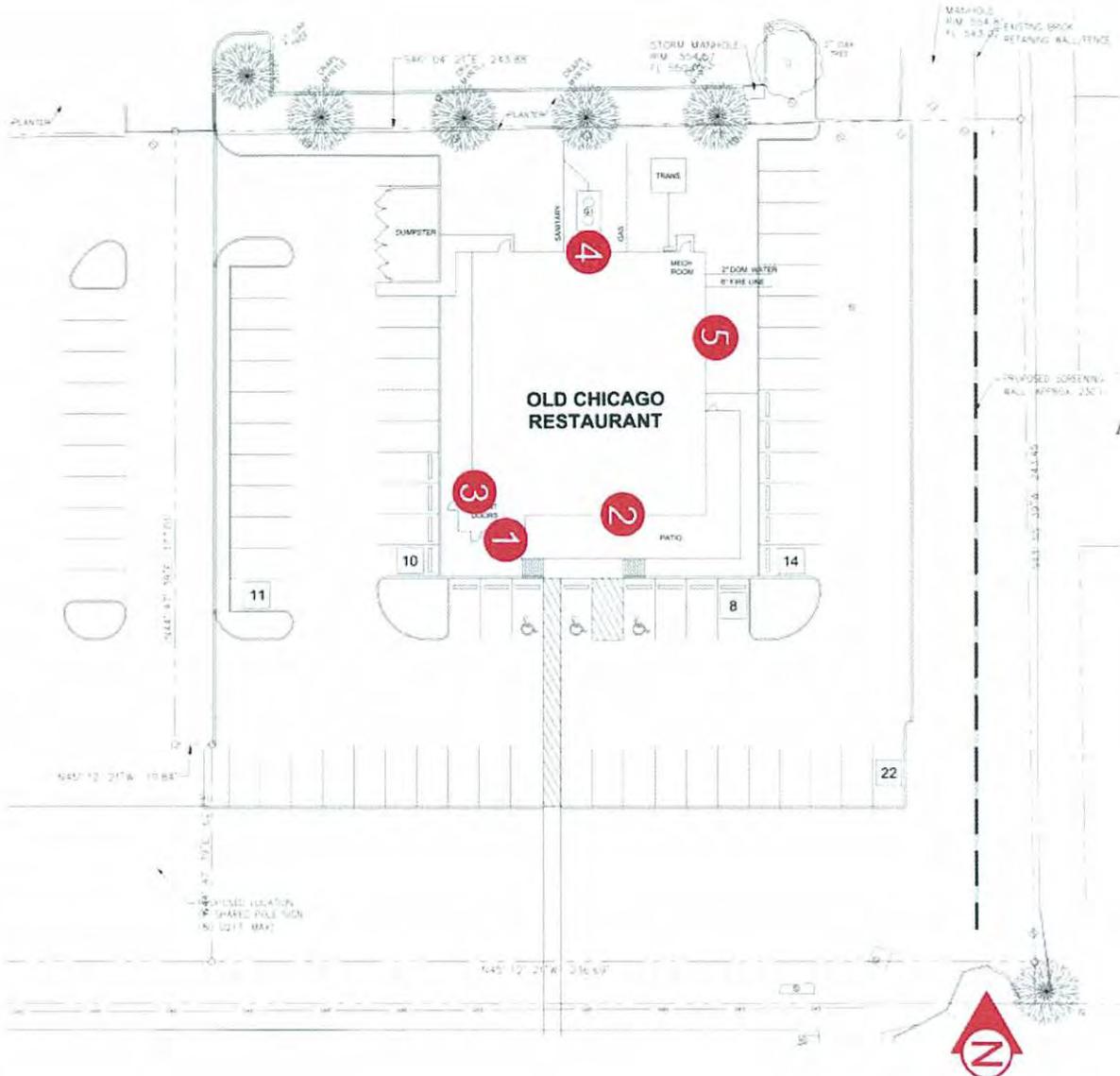
FACADE MATERIAL CALCULATIONS
TOTAL SURFACE AREA (EXCLUDING DOORS AND WINDOWS): 1,234 sq.ft.
STUCCO: 79%
PRE-CAST CONCRETE: 1%
BRICK: 6%
CMU: 14%

SIGNAGE CALCULATION
ALLOWED: 67.2 sq.ft.
PROPOSED: 32.32 sq.ft.

PAINT ALL GROUND AND WALL MOUNTED EQUIPMENT TO MATCH BUILDING

- SIX DESIGN ELEMENTS**
1. AWNINGS AND CANOPIES
 2. DISTINCTIVE LIGHTING FEATURES
 3. DIVIDED LIGHT WINDOWS
 4. BENCHES FOR OUTDOOR SEATING
 5. SHUTTERS
 6. VARIED ROOF HEIGHTS

- MP-1 PRE-FINISHED METAL FASCIA / COPING; BERRIDGE; COLOR = CHARCOAL GREY
 - WD-1 CEDAR SHAKE SHINGLE
 - S-2 STOREFRONT DOORS: PAINTED "OLD CHICAGO RED"
 - M-2 STOREFRONT: KAWNEER; COLOR = DARK BRONZE #40
 - EF-1 STUCCO: COLOR TO MATCH JAMES HARLIE "COBBLE STONE" JH40-10
 - EF-2 STUCCO: COLOR TO MATCH BENJAMIN MOORE "EMBASSY GREEN" 1523
 - WD-1 WOOD BEAMS: SEMI-SOLID BENJAMIN MOORE ARBORCOAT STAIN; COLOR = "AVANT GARDE"
 - CMU-1 SPLIT FACE CMU: JANDRIS & SONS; COLOR = DK-19
 - CMU-2 SMOOTH FACE CMU: JANDRIS & SONS; COLOR = LT-3
 - PC-1 PRECAST CONCRETE: HERITAGE CAST STONE; COLOR = "GRAHAM"
 - PC-2 PRECAST CONCRETE WATERTABLE; COLOR TO MATCH "CMU-1"
 - BR-1 BRICK: GLENBERRY; MEDALA SERIES; COLOR = "ABERDEEN"; TEXTURE = "PAPERBUTT"
- NOTE: ALL ROOF TOP EQUIPMENT IS COMPLETELY SCREENED BY PARAPETS



OLD CHICAGO
GARLAND, TX

NEW CONSTRUCTION /
NO EXISTING SIGNS

PROPOSED SIGNS:

- 1 26" CHANNEL LETTER SET WITH TAG LINE
- 2 26" CHANNEL LETTER SET
- 3 21 3/4" CHANNEL LETTER SET WITH TAG LINE
- 4 26" CHANNEL LETTER SET WITH TAG LINE
- 5 65" PAINTED LOGO

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

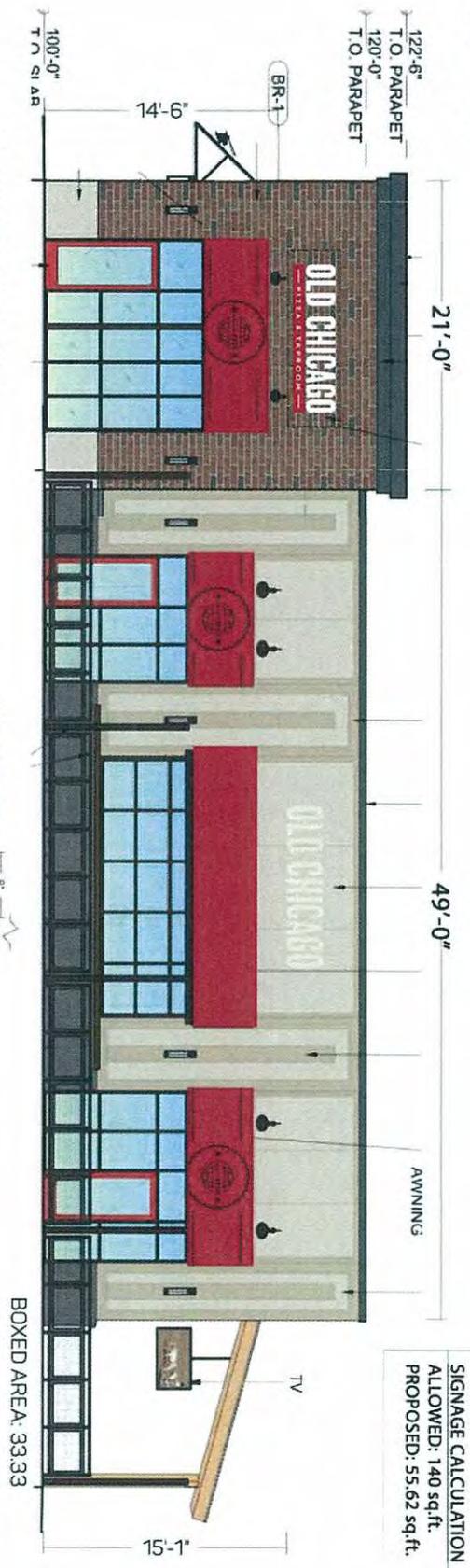
Customer:	OLD CHICAGO	Date:	9/23/15	Prepared By:	CM	<p>Note: Our drawings are not to be used as any installation guide. All proposed signs are the property of the client. We warrant that these drawings are correct, please provide the correct dimensions and specifications for any materials used.</p>
Location:	GARLAND, TX	File Name:	140613 - GARLAND, TX - SIGN PACKAGE	Eng:	-	

persona
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY
700 21st Street, Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 • www.personaesigns.com

SOUTH ELEVATION

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



SIGNAGE CALCULATION
 ALLOWED: 140 sq.ft.
 PROPOSED: 55.62 sq.ft.

ACTUAL AREA: 1038 SQ FT
 BOXED AREA: 2330 SQ FT

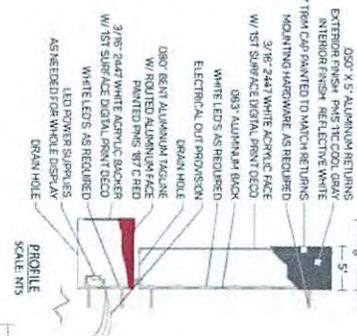
9'-11 13/16"

26"
OLD CHICAGO

ACTUAL AREA: 1825 SQ FT
 BOXED AREA: 3232 SQ FT

9'-11 13/16"

2'-11 1/16"
 26"
 8 9/16"
PIZZA & TAPROOM
 11'-0 3/4"



AWNINGS:
 .080" ALUM PAINTED
 TO MATCH
 187C RED
 4'-0"

GRAPHIC DETAILS
 SCALE 3/8" = 1'-0"



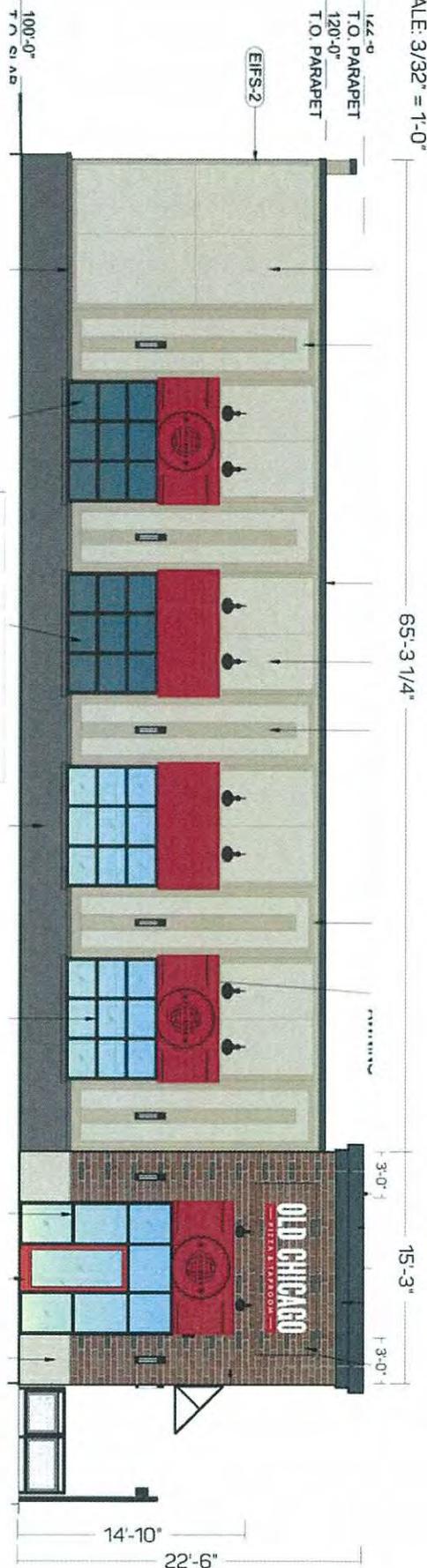
NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide; all dimensions must be verified before installation.

Customer: OLD CHICAGO	Date: 9/23/15	Prepared By: CM	File Name: 140613 - GARLAND, TX - SIGN PACKAGE	Eng:
Location: GARLAND, TX				

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WEST ELEVATION
SCALE: 3/32" = 1'-0"

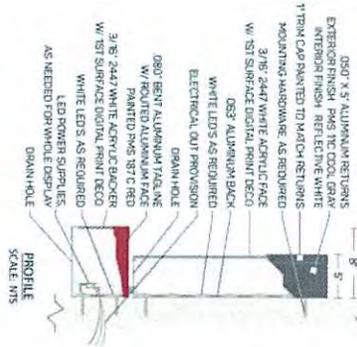
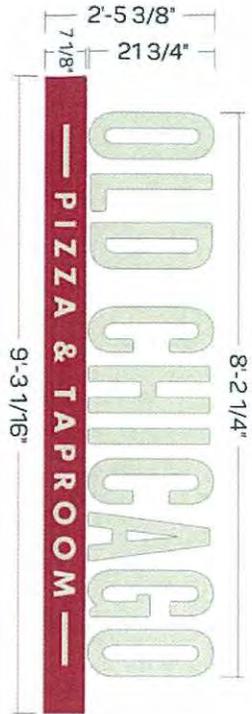


SIGNAGE CALCULATION

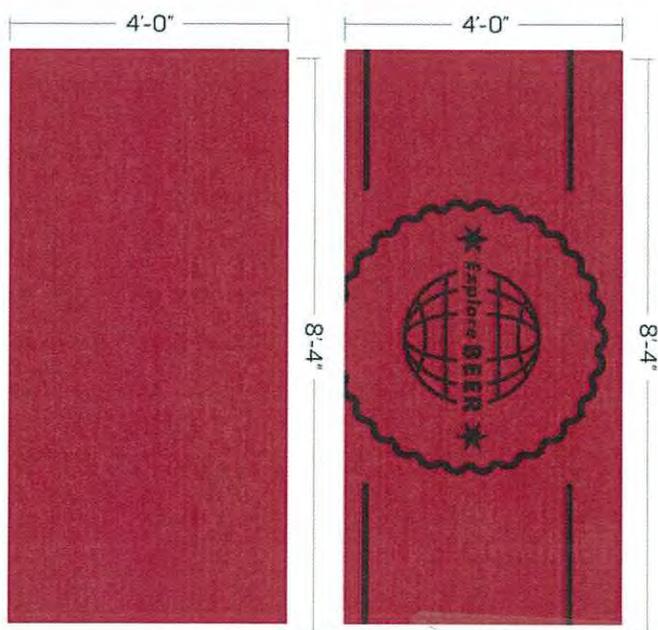
ALLOWED: 80.5 sq.ft.
PROPOSED: 22.66 sq.ft.

ACTUAL AREA: 12.77 SQ FT
BOXED AREA: 22.66 SQ FT

AWNINGS:
.080" ALUM PAINTED TO MATCH
187C RED



GRAPHIC DETAILS
SCALE: 3/8" = 1'-0"



NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer:	OLD CHICAGO	Date:	9/23/15	Prepared By:	CM
Location:	GARLAND, TX	File Name:	140613 - GARLAND, TX - SIGN PACKAGE	Eng:	-
<p>PERSONA SIGNS LIGHTING IMAGE</p> <p>DISTRIBUTED BY SIGN UP COMPANY 700 21st Street Southwest PO Box 210 Watertown, SD 57201-0210 1.800.843.9888 • www.personasigns.com</p>					

NORTH ELEVATION
SCALE: 3/32" = 1'-0"



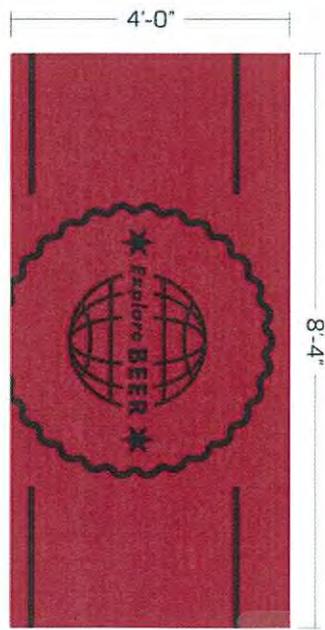
ACTUAL AREA: 18.25 SQ FT
BOXED AREA: 32.32 SQ FT

SIGNAGE CALCULATION
ALLOWED: 67.2 sq.ft.
PROPOSED: 32.32 sq.ft

BOXED AREA: 33.33



- 0507 X 5' ALUMINUM RETURNS
- EXTERIOR FINISH: PMS TC COOL GRAY
- INTERIOR FINISH: REFLECTIVE WHITE
- T-RIM CAP PAINTED TO MATCH RETURNS
- MONITORING HARDWARE AS REQUIRED
- 3/8" 24PT WHITE COPPER PLATE
- W/ 1ST SURFACE DIGITAL PRINT DECOR
- 0507 ALUMINUM BACK
- WHITE LEDS AS REQUIRED
- ELECTRICAL OUT PROVISION
- DRAIN HOLE
- 0807 BENT ALUMINUM TAGLINE
- W/ ROUNDED ALUMINUM FACE
- PAINTED PMS 187C RED
- 3/16" 24PT WHITE ACRYLIC BACKER
- W/ 1ST SURFACE DIGITAL PRINT DECOR
- WHITE LEDS AS REQUIRED
- LED POWER SUPPLIES
- AS NEEDED FOR W-HOLE DISPLAY
- DRAIN HOLE
- PROFILE
- SCALE NTS

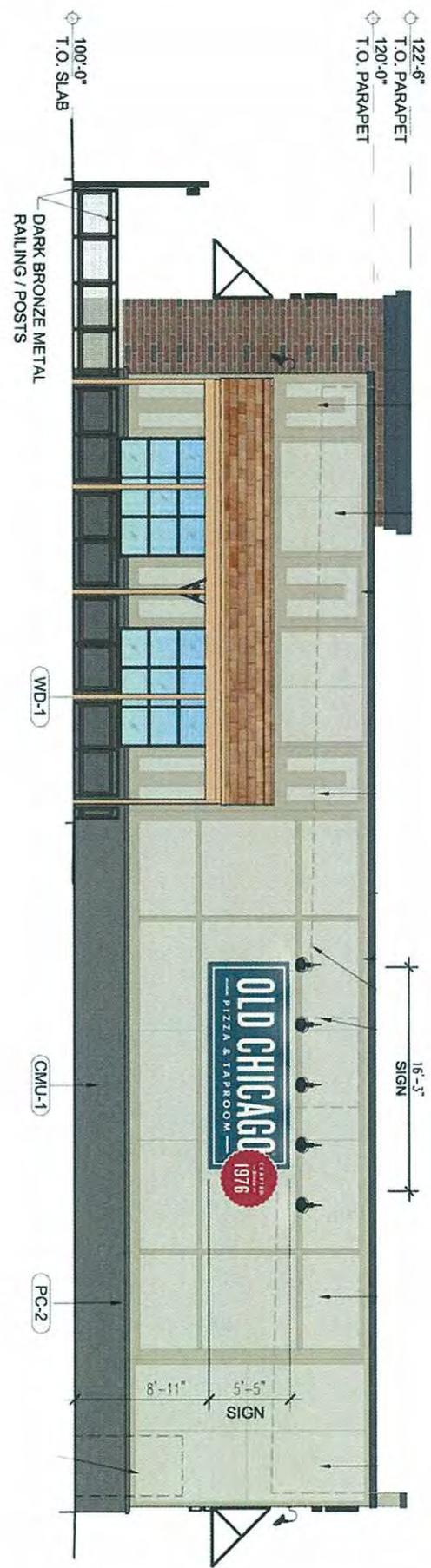


GRAPHIC DETAILS
SCALE: 3/8" = 1'-0"

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide; all dimensions must be verified before installation.

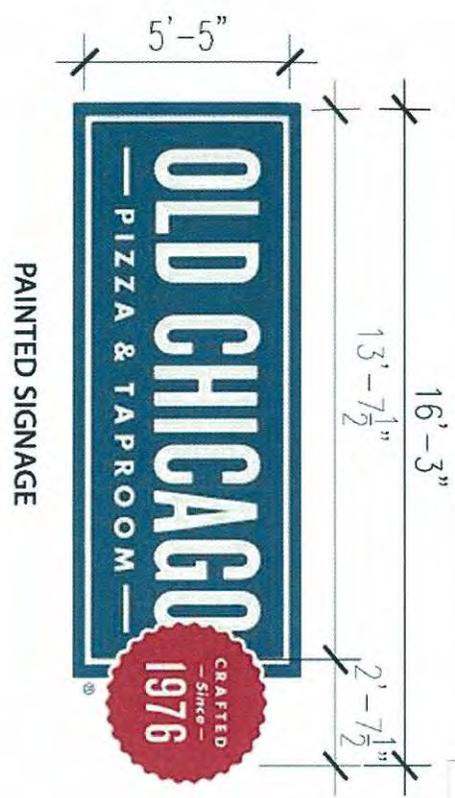
Customer:	OLD CHICAGO	Date:	9/23/15	Prepared By:	CM
Location:	GARLAND, TX	File Name:	140613 - GARLAND, TX - SIGN PACKAGE	Eng:	-
<p>PERSONA SIGNS LIGHTING IMAGE</p> <p>DISTRIBUTED BY SIGN UP COMPANY 700 27st Street SouthWest PO Box 210 Watertown, SD 57201-0210 1.800.843.9888 • www.personasigns.com</p>					

EAST ELEVATION
SCALE: 3/32" = 1'-0"



ACTUAL AREA: 85.11 SQ. FT.
BOXED AREA: 88.02 SQ. FT.

SIGNAGE CALCULATION
ALLOWED: 75.10 sq.ft.
PROPOSED: 88.02 sq.ft.



PAINTED SIGNAGE

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide; all dimensions must be verified before installation.

Customer:	OLD CHICAGO	Date:	9/23/15	Prepared By:	CM	Eng:	-
Location:	GARLAND, TX	File Name:	140613 - GARLAND, TX - SIGN PACKAGE				

persona
SIGNS | LIGHTING | IMAGE

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City Council Item Summary Sheet

Work Session

Date: December 1, 2015

Agenda Item

Item 3c - Zoning Ordinance JHP Architects for ArchCO

Summary of Request/Problem

Zoning Ordinance Z 15-40 JHP Architects for ArchCO Residential, LLC

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Submitted By:

Will Guerin
Director of Planning

Approved By:

Bryan L. Bradford
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 12-13 AND A CONCEPT PLAN FOR MULTI-FAMILY USES ON A 50-ACRE TRACT OF LAND LOCATED SOUTH AND WEST OF BUNKER HILL ROAD AND WEST OF MILES ROAD PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 26th day of October, 2015, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **JHP Architects for ArchCo Residential, 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. 6773 is hereby amended by approving an amendment to Planned Development (PD) District 12-13 and a Concept Plan for Multi-family Uses on a 50-Acre tract of land located south and west of Bunker Hill Road and west of Miles Road 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. 6773, 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. 15-40

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 _____, 2015.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

**EXHIBIT A
LEGAL DESCRIPTION
ZONING FILE 15-40**

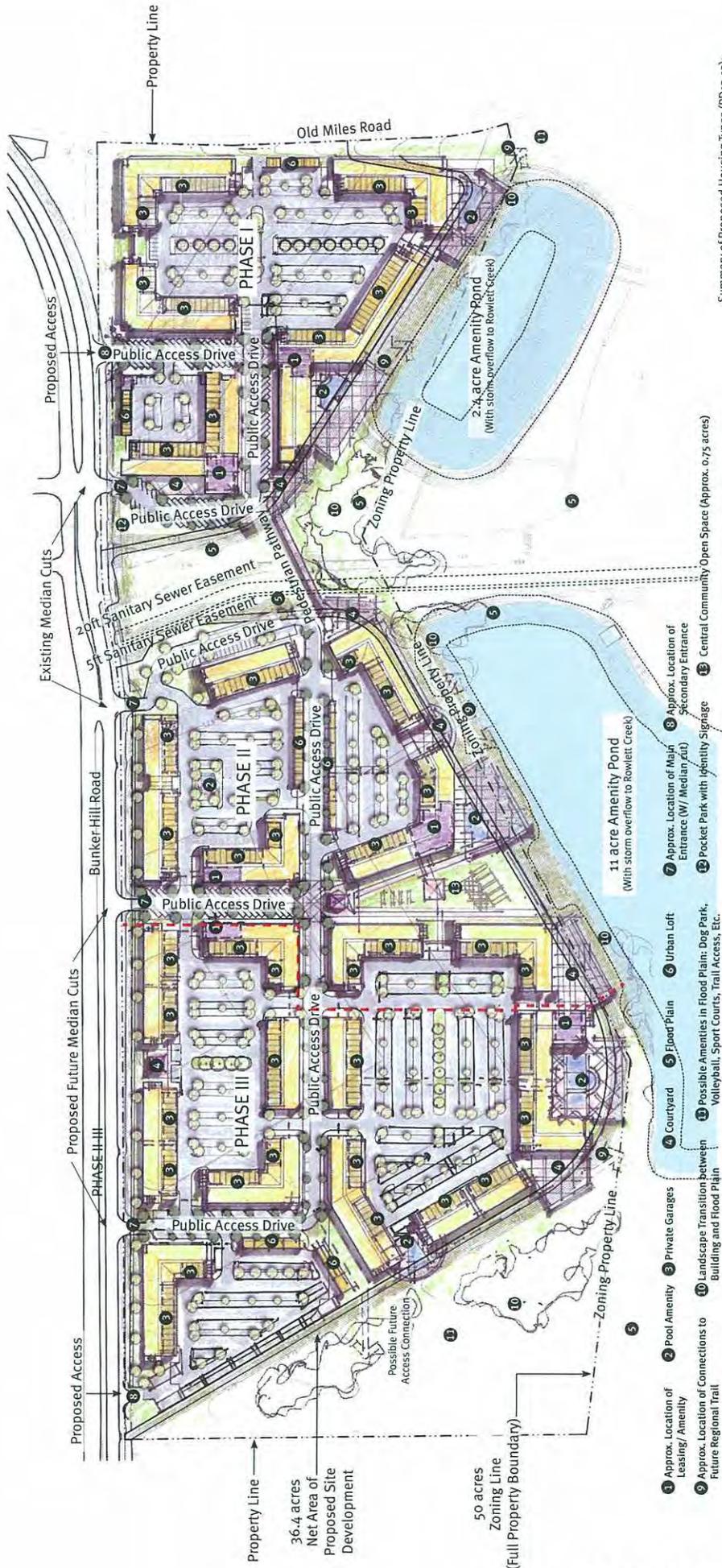
BEING an approximate 50-acre tract of a portion of that tract of land situated in Dallas County, Texas, out of the Daniel Crist Survey, Abstract 226, and being a part of that called 95 acres, 19.8 acres, and 68.73 acres described in a deed to Elizabeth H. Wilkins as recorded in Volume 93115, Page 592 of the Deed Records of Dallas County, Texas and being a portion of that tract of land described in a deed to W.T. Limerick as recorded in Volume 2121, Page 126 of the Deed Records of Dallas County. This property is located south and west of Bunker Hill Road and north and west of Miles Road.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE 15-40

South and west of Bunker Hill Road and north and west of
Miles Road

- I. **Statement of Purpose:** The purpose of this Planned Development is to permit the development of Multi-Family Uses subject to conditions.
- II. **Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Multi-Family (MF) District as set forth in Chapter 2 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Development Plans:**
- Concept Plan: Development shall be in general conformance with the Concept Plan set forth in Exhibit C. Approval of a Concept Plan is required for all development, prior to issuance of a permit for construction.
- Detail Plan: Approval of a Detail Plan is required for all development, prior to issuance of a permit for construction.
- V. **Specific Regulations:**
- A. Permitted Uses: All uses permitted in the Multi-Family (MF) District.
- B. Concept Plan and Development Framework: The Concept Plan shall generally illustrate the Multi-Family development as consistent with the development framework specified in the conditions of Planned Development (PD) District 12-13 including but not limited to unit mix, density, garage parking provision, building height, building design, building standards and site design. The criteria shall be as reflected on Exhibit C.



Summary of Proposed Housing Types (PD12-13):

- All Phases**
- 1) Apartments - Interior Corridor (Min. three stories):** Interior corridor multifamily. (Some buildings may contain ground floor/under parking and / or private garages on the interior/parking court side.)
 - 2) Apartments - Urban Styles (Min. three stories):** Urban Cluster buildings with interior corridor multifamily oriented to the street. (Some buildings may contain ground floor/under parking and / or private garages on the interior/parking court side.)
 - 3) "Urban Loft" (Min. two stories):** Building with apartment units directly above garages.

PD-12-13 Planning Criteria Compliance

- Multiple entrances provided from Bunker Hill Rd. Aligning with existing median breaks where possible. Coordination with the city of Sactate required.
- Provisions made for a possible future access connection to the west and possible future residential connection to the east.
- A Central Community open space (approx. 0.75 acres) provided in phases I-III.
- Public Access drives with on street parallel and angled parking and an urban streetscape provided in all phases. Public Access Drive to be owned and maintained by apartment complex and not by the city of Garland.
- A pedestrian pathway connection across the sanitary sewer easement connecting Phase I with future phases provided.
- Provisions made for multiple trail connections to the future regional trail.
- Amenity ponds provided and will be maintained by owners.
- Landscape buffers/areas planned for and provisions made for the areas between buildings and the floodplains.
- Building standards from plan PD 12-13 will be met.

PROJECT DEVELOPMENT DATA

PHASE I		PHASE II-III		TOTAL DEVELOPMENT	
MF Units (945 sf/avg):	295 Units	MF Units (945 sf/avg):	775 Units	Total Units:	1,098 Units
Urban Lofts (630 sf/avg):	6 Units	Urban Lofts (630 sf/avg):	22 Units	Phase I:	10.1 Acres Net
Approx. Total:	301 Units	Total:	797 Units	Phase II-III:	26.3 Acres Net
Parking Provided:		Parking Provided:		Total Area:	36.4 Acres Net
Private Garages:	95 spaces	Private Garages:	265 spaces	Approx. Density:	30.16 Units / Acre
Surface Parking:	373 spaces	Surface Parking:	950 spaces	Note:	
Tuck-Under Urban Lofts:	18 spaces	Tuck-Under Urban Lofts:	64 spaces	1 Bedroom units are min. 40% of total units.	
Total Provided:	486 sp (1.61 sp/unit)	Total Provided:	1,279 sp (1.6 sp/unit)	3 Bedroom units do not exceed 15% of total units.	



10.22.2015 2015045.00 zz
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 Mike L. Abour
 Registered Architect of State of Texas, Registration No. 13958

Concept Plan
 Scale: 1" = 200' - 0"

ARCHCO RESIDENTIAL, LLC

The Domain
 Garland, Texas





Vicinity Map, NTS



Hike/Bike Trail:

- 1) Constructed in Phases
- 2) Additional trails may be added

Hike/Bike Trail_ Phase III
(future connection to city hike/bike)

Hike/Bike Trail_ Phase II

Hike/Bike Trail_ Phase I

36.4 acre
Net Area of
Site Development
50 acres
Zoning Line
(Full Property Boundary)

PD 12-13 Planning Criteria Compliance

- 1) Multiple entrances provided from Bunker Hill Rd. Aligned with existing median breaks where possible. Coordination with the City of Lubbock required.
- 2) Provisions made for a possible future access connection to the west and possible future residential connection to the east.
- 3) A central Community open space (approx. 0.75 acres) provided in phases I-III.
- 4) Public Access Drives with on street parking and angled parking and an urban streetscape provided in all phases. Public Access Drives to be owned and maintained by apartment owners and not by the city of Lubbock.
- 5) A separate line utility connection across the sanitary sewer easement connecting Phase I with future phases provided.
- 6) Provisions made for multiple trail connections to the future regional trail.
- 7) Amenity ponds provided and will be maintained by owners.
- 8) Landscape transition areas planned for and provisions made for the areas between buildings and the floodplain.
- 9) Building standards from prior PD 12-13 will be met.



10-15-2015	2015045.00	5m
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Concept Plan
Scale: 1" = 150' - 0"

ARCHCO RESIDENTIAL, LLC

The Domain
Garland, Texas



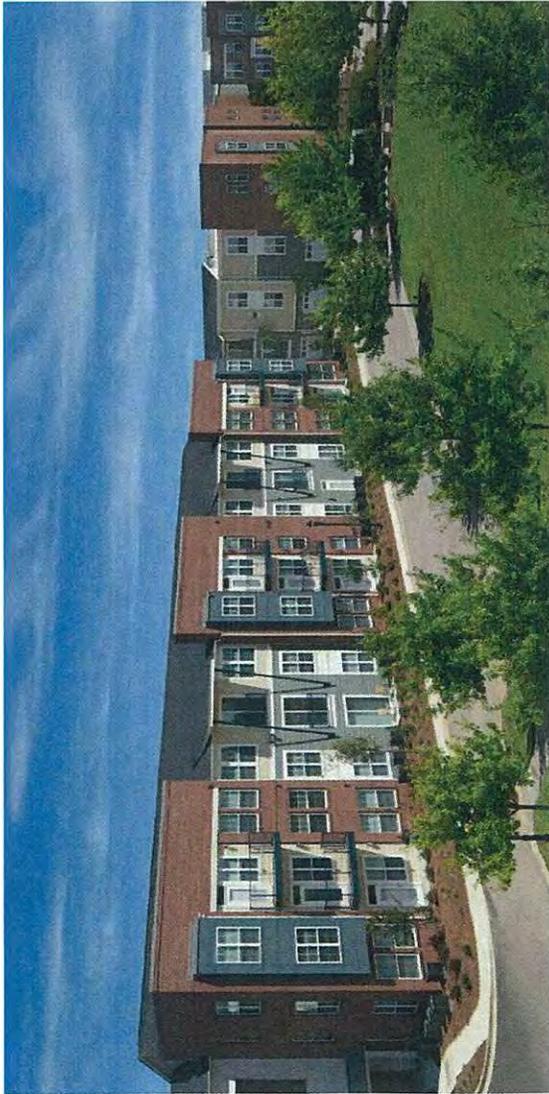
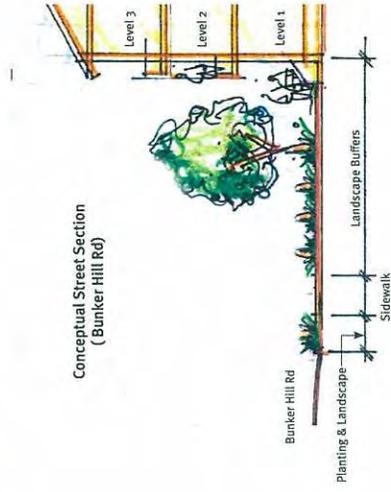
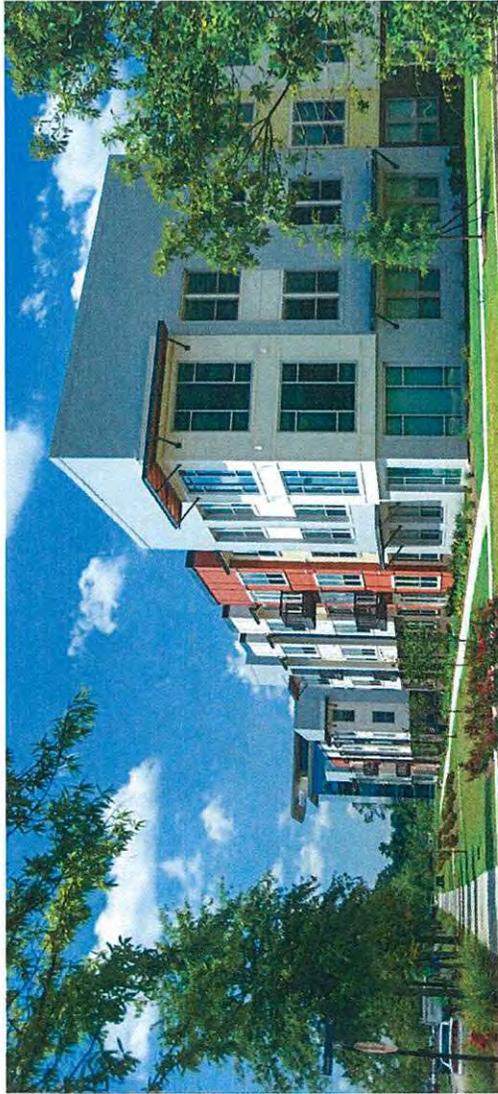


EXHIBIT C



JHP

The Domain
Garland, Texas

ARCHCO RESIDENTIAL, LLC

Conceptual Elevations
Representational Only

10-15-2015	2015045.00	5m
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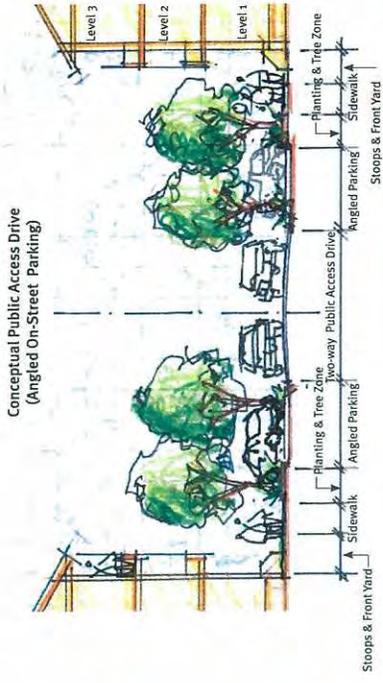
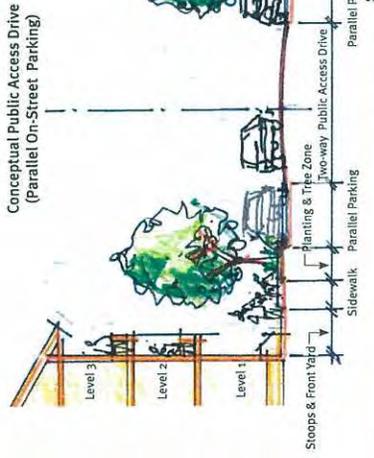
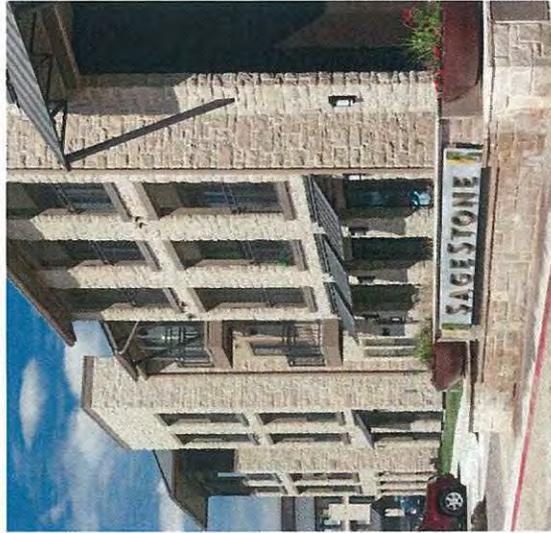
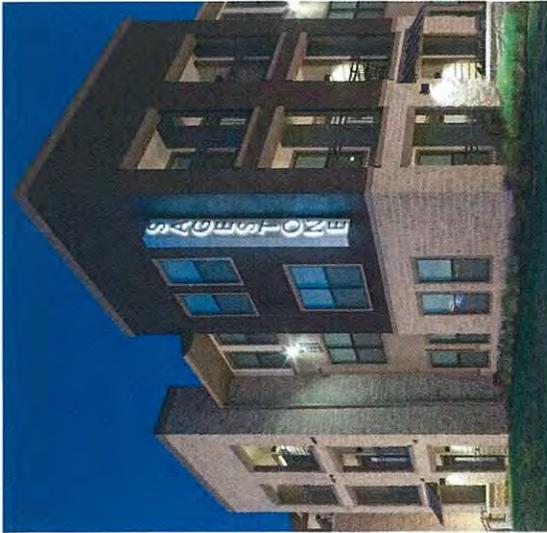


EXHIBIT C

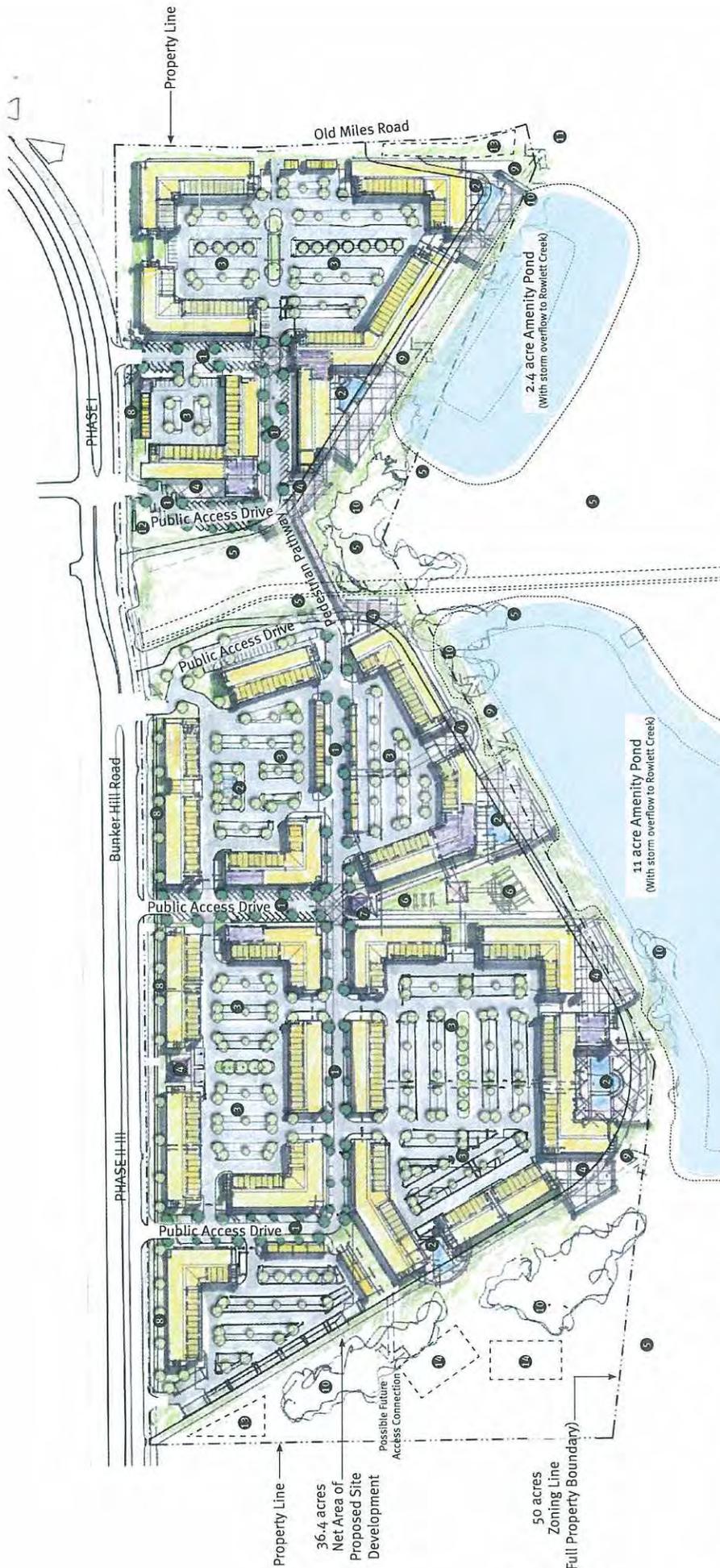
JHP

The Domain
Garland, Texas

ARCHCO RESIDENTIAL, LLC

Conceptual Elevations
Representational Only

10.15.2015	2015045.00	5m
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- 1 Urban Streetscape w/ Street Trees (Approx. 30' Apart)
- 2 Pool Amenity with Deck/Terrace overlook to Pond and Flood Plain
- 3 Parking Court w/ Trees and Landscaping
- 4 Pocket Park
- 5 Flood Plain
- 6 Landscape Common Lawn (Public Green)
- 7 Gazebo or Other Park Like Structure
- 8 At Bunker Hill Road, Sidewalk along Street w/ Landscape Buffers
- 9 Approx. Location of Connections to Future Regional Trail
- 10 Landscape Transition between Building and Flood Plain
- 11 Possible Amenities in Flood Plain: Dog Park, Volleyball, Sport Courts, Trail Access, Etc.
- 12 Pocket Park with Identity Signage
- 13 Possible Dog Park
- 14 Athletic Fields or Courts for Residences
- 15 Possible Future Access Connection
- 16 Landscape Common Lawn (Public Green)
- 17 Gazebo or Other Park Like Structure

Property Line
 36.4 acres Net Area of Proposed Site Development
 Possible Future Access Connection
 50 acres Zoning Line (Full Property Boundary)



10.15.2015	2015045.00	5m
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Conceptual Landscape Plan
 Scale: 1" = 100' - 0"

ARCHCO RESIDENTIAL, LLC

The Domain
 Garland, Texas

JHP



City Council Item Summary Sheet

Work Session

Date: December 1, 2015

Agenda Item

Item 4 - Resolution Authorizing the City Manager to Execute a Recyclable Materials Agreement

Summary of Request/Problem

At the December 1, 2014 Work Session, the Council was briefed on the need to execute a new agreement for the processing of recyclable materials gathered through the various operations of Environmental Waste Services (EWS).

Staff solicited Request for Proposals (RFPs) from processors to service the City's recycling programs. Three (3) RFPs were received: Community Waste Disposal, LP; Waste Management; and, Republic Services. An evaluation team recommended entering into an agreement with Community Waste Disposal, LP (CWD) based on best evaluation criteria and a financial comparison of proposals.

Operating under an informal agreement, EWS has been using CWD for the transport, processing, and marketing of the City's recyclable materials since January 1, 2015. After a lengthy negotiation period, the final contract is ready for consideration by the Council. The contract calls for a term of one (1) year with four (4) renewal options.

Attachments:

- A. Proposed Resolution and Final Contract with CWD.

Recommendation/Action Requested and Justification

Approve a Resolution authorizing the City Manager to execute a Transport, Processing, and Marketing of Recyclables Materials Agreement with CWD.

Submitted By:

Lonnie R. Banks
Managing Director
Environmental Waste Services

Approved By:

TRANSPORT, PROCESSING, AND MARKETING OF RECYCLABLE MATERIALS AGREEMENT
BETWEEN CITY OF GARLAND AND COMMUNITY WASTE DISPOSAL, LP

This Agreement (the "Agreement") is made and entered into this _____ day of _____, 2015 by the City of Garland, Texas a home-rule municipality duly incorporated and existing under the constitution and laws of the State of Texas (hereinafter the "City"), and Community Waste Disposal, LP (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, City issued Request for Proposal No. #4659-14 for the Sale of Recyclable Materials, seeking proposals for the transport, processing, and marketing of program recyclable materials collected and managed by City Environmental Waste Services Department ("EWS") within the City and to perform such work as may be incidental thereto, which Request for Proposal is attached hereto as Exhibit "A" and incorporated herein in its entirety by reference for all purposes (the "RFP"); and

WHEREAS, Contractor timely submitted a proposal to provide services in response to the RFP, which is attached hereto as Exhibit "B" and incorporated herein in its entirety by reference for all purposes (the "Proposal"); and

WHEREAS, City has selected Contractor to provide the transport, processing, and marketing of program recyclable materials as sought in the RFP.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

Section 1. Definitions.

- (a) **Agreement Administrator** means the City Environmental Waste Services Director, or his or her designee or designees, or such other person(s) designated by the City, which shall represent City in the administration and supervision of the Agreement.
- (b) **Applicable Law** means all Federal, State, and local constitutions, statutes, laws, ordinances, regulations, rules, orders, judgments, decrees, permits, approvals, or other binding authority of any governmental agency in force on the Effective Date or is enacted, adopted, promulgated, issued or amended during the Agreement term, including the initial term or any optional renewal term, that relates to or affects the City, the Contractor, or the performance by a Party of its obligations hereunder.
- (c) **City** means the City of Garland, Texas.
- (d) **Collect** means the act of removing recyclable materials from the generator for transport to the Drop-Off Recycling Center.
- (e) **Compactor Receiver Box** means a recyclable materials storage container that is detachable from a Stationary Compactor, and capable of being hauled when full of

- materials, emptied, returned to service location, and then reattached to the Stationary Compactor when empty.
- (f) **Contamination** means material or substance on or contained in Program Recyclable Materials other than recyclable materials accepted at the processing facility.
 - (g) **Contractor** means Community Waste Disposal, LP.
 - (h) **Contractor's Representative** means the employee designated by the Contractor as in charge of Contractor's operations and who is authorized to make decisions and act on Contractor's behalf as to the Contract.
 - (i) **Dispose** or **Disposal** means the deposit of any material at a disposal site authorized by the State of Texas to manage such waste and shall meet all local, State, and federal requirements.
 - (j) **Drop-Off Recycling Center** means the City operated facility located at 1426 Commerce Street, Garland, Texas, where Program Recyclable Materials are temporarily stored after delivery by its patrons or EWS.
 - (k) **Effective Date** means the date Contractor is to begin providing services required by this Agreement. Performance of services by Contractor under this Agreement shall begin on the 1st day of January, 2015.
 - (l) **Load** means the process by which materials are placed inside Contractor's equipment and prepared for transport to the Recycling Processing Facility.
 - (m) **Marketing** means identification and development of end markets for Recovered Materials and the selling of Recovered Materials to end markets.
 - (n) **Party** means the Contractor or City.
 - (o) **Process, Processed or Processing** means the recovery of recyclable materials from solid waste and treatment into Recovered Materials and marketing to end markets.
 - (p) **Program Recyclable Materials** means Single Stream collection of metal cans (aluminum, steel, and bi-metal); plastics #1 - #7 (except #6); glass bottles and jars; newspaper, inserts and magazines, catalogs, telephone books, paperback books, paper bags, mail, advertising circulars, chipboard, cardboard; office and school paper, paperboard, carrier stick, cartons, bagged shredded paper.
 - (q) **Recovered Materials** means Recyclable Materials which have been Processed to market specifications.
 - (r) **Recyclable Materials** means material that has been recovered or diverted from the nonhazardous waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste. However, Recyclable material may become solid waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste with respect only to the party actually abandoning or disposing of the material.
 - (s) **Recycling Processing Facility** means the facility owned and operated by Contractor where recyclable materials are processed into Recovered Materials, located at 2010 California Crossing, Dallas, Texas.
 - (t) **Recyclable Revenue Share** means the portion of revenues from the sale of Recyclable Materials that is payable to the City.

- (u) **Residual Materials** means material accepted at Recycling Processing Facility that is not captured by the processing equipment for marketing.
- (v) **Single Stream** means Recyclable Materials that are commingled and that do not require the generator to subdivide the Recyclable Materials prior to collection.
- (w) **Stationary Compactor** means a manufactured commercial container of any size with a self-contained compacting mechanism.
- (x) **Transport** means but is not limited to the loading, unloading, and movement of recyclable materials under this Agreement.
- (y) **Ton** shall mean a unit of weight equal to 2,000 pounds.

Section 2. Scope of Contractor Services. During the Term of this Agreement the Contractor shall, utilize labor and equipment provided by Contractor, necessary to (i) transport all Program Recyclable Materials with allowable quantities as specified herein of Contamination from the Drop-Off Recycling Center to the Recycling Processing Facility and (ii) process and market such Program Recyclable Materials.

- (a) **General Responsibilities.** The Contractor shall provide all technical and professional expertise, knowledge, management, equipment, and other resources required for accomplishing all aspects of the tasks and associate activities required under this Agreement.
- (b) **Title and Risk of Loss.** Title and risk of loss to all materials shall pass to Contractor at the time Contractor takes possession of the materials at the Drop-Off Recycling Center. After the risk of loss of Program Recyclable Materials passes to Contractor, if any such Program Recyclable Materials are lost, damaged, or scavenged, Contractor shall be liable to City for that sum of funds that would have been paid to City in accordance with the provisions of this Agreement if such materials had not been lost, damaged, or scavenged.
- (c) **Processing.** The Contractor shall utilize processing subsystems at the Recycling Processing Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of Contamination.
- (d) **Marketing.** The Contractor accepts all responsibility for marketing the Recovered Materials including, but not limited to, arranging for the transportation of the Recovered Materials to market.
- (e) **Schedule of Operation.** Contractor shall provide the services contemplated under this Agreement on a daily basis Monday through Saturday during the Term of this Agreement; provided, however that Contractor shall not be obligated to provide service on any day the City does not provide collection service.
- (f) **Containers.** Contractor shall furnish the City at the Drop-Off Recycling Center a sufficient number of Compactor Receiver Boxes and Stationary Compactors necessary to accommodate the volume of Recyclable Materials collected at the Drop-Off Recycling Center prior to the Transport of the Recyclable Materials to the Recycling Processing Facility; provided, however, that Contractor shall never provide

fewer than two (2) 4 cubic yard Stationary Compactors and eight(8) 40 yard Compactor Receiver Boxes at any given time.

- (g) **Disposition of Contamination and Residual Materials.** Contractor shall be responsible for transporting and disposing of any Residual Materials and Contamination from the materials from the City at Contractor's sole expense to a certified/licensed landfill in accordance with Applicable Law.
- (h) **Disposition of Program Recyclable Materials Prohibited.** The Contractor shall not dispose of any Program Recyclable Materials or market Program Recyclable Materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Materials except when approved in writing by the Agreement Administrator. Disposal of any Program Recyclable Materials or marketing Program Recyclable Materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Materials, except when approved in writing by the Agreement Administrator, is a breach of this Agreement and may result in termination by City of this Agreement with the Contractor.
- (i) **Truck Turn-Around Time.** Contractor's vehicles transporting materials from the Drop-Off Recycling Center shall be weighed on the City's scales prior to loading materials and after the vehicle has loaded its materials. Tare weights for vehicles can be used once established. Contractor's vehicle turn-around time may not exceed 15 minutes after the initial weigh-in, barring any unique circumstances beyond Contractor's control. Contractor's Recycling Processing Center shall be equipped and operated in a manner that City trucks delivering materials to the Recycling Processing Center can be unloaded and exit the facility no later than fifteen (15) minutes after the initial weigh-in of the truck, barring any unique circumstances beyond Contractor's control.
- (j) **Performance Standards and Permits.** Contractor represents and warrants that Contractor will fully and timely perform its obligations under this Agreement in a good and workmanlike manner in accordance with generally accepted industry standards and practices and in compliance with all Applicable Law. Contractor further agrees that if it believes that it cannot perform its obligations under this Agreement in a lawful manner or without risk of harm to human health, safety, or the environment beyond those risks inherent to providing the services contemplated by this Agreement, it will decline to perform such services and will notify the City in writing of such reasons. Contractor further warrants that Contractor has all necessary permits to perform the services under this Agreement. If requested by the City, Contractor shall provide City with copies or evidence of the federal, state, or local permits applicable to the services of Contractor.

Section 3. City's Duties. During the Term of this Agreement the City shall allow Contractor unobstructed access as necessary during normal business hours to the Drop-Off Recycling Center in order to load and transport Program Recyclable Materials from the Drop-Off Recycling Center to the Recycling Processing Facility to be processed and marketed by Contractor in accordance with this Agreement. If the equipment at the Drop-Off Recycling

Center is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify the City and afford the City employees at the Drop-Off Recycling Center a reasonable opportunity to provide the required access. The City is under no obligation regarding the quantity or composition of the Program Recyclable Materials and makes no guarantee to Contractor of any minimum or maximum tonnage of Program Recyclable Materials.

Section 4. Term. Unless earlier terminated pursuant to this Agreement or extended in accordance with this Section, the term of this Agreement shall commence on the Effective Date and shall remain in full force for a period of one (1) year from the Effective Date (the "Term"). The Term of this Agreement may be extended for up to four additional one year periods and shall, unless provided for in this Section or terminated pursuant to this Agreement, automatically renew under the same terms and conditions of the Agreement after the initial one (1) year Term or any extended period hereunder. Renewals of the Agreement will be automatic, provided however, if either the Contractor or City desires for the Agreement to terminate at the end of any scheduled Term, either party may give the other party one hundred and eighty (180) days written notice prior to the end of the current Term period expressing their desire to terminate the Agreement at the end of a scheduled Term and the Agreement will terminate at the end of that scheduled Term.

Section 5. Agreement Documents. The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement:

- A. This Agreement;
- B. The RFP attached hereto as Exhibit "A";
- C. The Proposal attached hereto as Exhibit "B"; and
- D. The Recycle Revenue Sharing Projection attached hereto as Exhibit "C".

This Agreement shall incorporate the terms of the RFP in its entirety, including but not limited to the Instructions to Processors, Processor Submission Information for City of Garland RFP – 3. Technical Requirements, and Question and Answers for Bid #4659-14. This Agreement shall incorporate the terms of the Proposal in its entirety. In the event of a conflict between this Agreement and the other documents included in the Agreement Documents, the terms of this Agreement shall govern. In the event of a conflict between the RFP and the Proposal, the terms of the RFP shall govern.

Section 6. Compensation.

- a. **Revenue Sharing as a Percentage of Total Revenues.** In consideration of the Recyclable Materials provided by the City to Contractor, Contractor shall pay the City sixty percent (60%) of the calculated total revenues derived from the sale of the Recyclable Materials. Contractor shall receive forty percent (40%) of such calculated

total revenues derived from the sale of the Recyclable Materials. The total revenue from the sale of Recyclable Materials shall be calculated as follows:

- i. All Recyclable Materials obtained from the City shall be weighed and measured in tons upon delivery to Contractor. This measure of tons is to be multiplied by the Commodity Component Mix index, described below, to determine the amount of each component Recyclable Material by commodity. The amount of each component Recyclable Material shall then be multiplied by the Standard Price, as defined below, for the corresponding component Recyclable Material in order to determine a revenue amount for each component. The revenue amounts for each component Recyclable Material shall then be added together to form the calculated total revenue from the sale of the Recyclable Materials. An example of this calculation can be found in the Recycle Revenue Sharing Projection which is attached as Exhibit "C".
 - ii. Commodity Component Mix. The Commodity Component Mix index is a categorization of the anticipated amount of each component recyclable Material by percentage of the total amount of Recyclable Materials collected. The Commodity Component Mix index shall be determined at the start of each contract period and shall be based on the most recent evaluation of Contractor's current component mix. The initial Commodity Component Mix shall be specified in the Recycle Revenue Sharing Annual Projection attached as Exhibit "C" and shall remain at a fixed rate for the initial Term of this Agreement, but may be recalculated for any new agreement or extension of this Agreement. In the event that Contractor desires to change the Commodity Component Mix, Contractor shall provide City written notice of the proposed new amounts at least one hundred and twenty (120) days prior to the end of the current annual Term period.
 - iii. Standard Price. The Standard Price shall be the current published per ton price of each component commodity. (1) With respect to fiber products (ONP, OCC, and Mixed Paper), the Standard Price shall be the price listed as the most recent Southwest high side index price for each component commodity as may from time to time be published by "US Recovered Paper Price Watch", and more commonly referred to as the "PPI". (2) With respect to all other Recyclable Materials, the Standard Price shall be the price listed as the most recent "Houston (Southcentral USA) Region" high side index price for each component commodity as may from time to time be published by "Secondary Materials Pricing.com". (3) The Standard Price may be adjusted monthly to conform the price to the most recently published prices listed in the published indexes. (4) In the event that one or both of these publications ceases to publish index prices for component commodities, both Parties shall meet as soon as practical and agree upon a suitable replacement index to provide reliable current market pricing for component commodities.
- b. **Service Fee.** Subject to the limitations provided in Subsection (d) below, the City shall pay Contractor a service fee of forty-eight dollars and thirty-two cents (\$48.32)

per ton of materials delivered to or picked up by Contractor pursuant to this Agreement. For materials collected by Contractor from the Drop-Off Recycling Center, the service fee shall be based on the outgoing net weight of the loaded container as reported by the scale at the Drop-Off Recycling Center. The service fee may be adjusted annually at the beginning of any renewal Term based on changes in the Consumer Price Index for Urban Consumers (the "CPIU"), disposal fees, and fuel cost variations, provided, however, that the proposed increase shall never exceed four percent (4%) of the previous service fee. In the event that Contractor desires to change the service fee, Contractor shall provide City written notice of the proposed new amount at least one hundred and twenty (120) days prior to the end of the current annual Term period. City shall not make any payments to the Contractor or adjustments to fees except as explicitly authorized in this subsection.

- c. **Calculation of Payments.** Contractor shall compute the amount of any payment due the City pursuant to the recycle revenue sharing model provided within the Proposal, and said calculation shall be done on a monthly basis. Any payment due the City shall be computed by taking the City's share of the gross revenue received from the sale of Recyclables as provided for in Subsection (a) above, and reducing said amount by the amount of the total service fee charged to the City as provided for in Subsection (b) above. Any positive amount remaining is the payment due the City. Contractor shall not charge or receive any payments other than those explicitly authorized in the Agreement.
- d. **Limitation on City's Payment.** In the event that the revenue due the City pursuant to the calculation provided in Subsection (c) above is a negative amount, such deficit amount shall be carried forward to the next month until offset by positive revenue, the Agreement is terminated, or the Term of the Agreement expires. In the event that the negative revenue is never offset by positive revenue owing to the City, the City shall not be obligated to pay Contractor for any such amount and the potential deficit shall be the sole liability of the Contractor.
- e. **Processing of Payment or Invoice.** Contractor shall remit any payment due the City within thirty (30) days after the end of each month. The payment shall be accompanied by a report satisfactory to the City reflecting in detail how the payment was calculated. Contractor shall submit an invoice to the City along with the report requesting payment from the City for any amount which Contractor believes the City to be obligated.

Section 7. Recordkeeping and Reporting Requirement. Contractor shall create, maintain, and make available records as defined in and/or required by Applicable Law, and any reports reasonably necessary to:

- a. Document deliveries by date, truck number, ticket number and inbound and outbound weights, and other information as requested by Agreement Administrator.
- b. Document daily and monthly total of Recyclable Materials processed by commodity type

- c. Document proof of current market pricing and other information as requested by Agreement Administrator.
- d. Document revenue from the sale of Recyclable Materials and City share of revenues by commodity by month and other information as requested by Agreement Administrator.
- e. Document Program Recyclable Materials Characterization Audit and other information as requested by Agreement Administrator.
- f. Document any hours Contractor failed to accept materials during required hours of operations.
- g. Such other documents and reports as City or Agreement Administrator may reasonably require to verify compliance with the Agreement or to meet City's reporting requirements with the State.

All of Contractor's records shall be available to Agreement Administrator at reasonable times and places throughout the term of this Agreement and for a period of five (5) years after the date the Contractor's final monthly report is received by the City.

Contractor shall maintain an electronic database for reporting purposes which is approved by the City. Monthly reports for the previous month's activities will be due to the City by the tenth (10th) working day of each month. Annual reports will be due sixty (60) working days following Contractor's completed fiscal year. Each monthly report shall be in a form satisfactory to the City and shall, at a minimum, contain the information in Section 7 (a) through (d) above.

Section 8. Audits.

- (a) **Audit by Contractor.** Upon request by the City, Contractor shall conduct an audit to demonstrate the Contamination rate of materials received at the Recycling Processing Facility. A representative of the City shall be notified in advance of when the audit is to be conducted and allowed to be present during the audit. Following each audit, the Contractor shall provide the City with a written report of the findings of the audit including the levels of Contamination. Contractor shall perform one audit per calendar year during the Term of the Agreement at no additional charge to the City; however, for any additional audit requested by the City, the City shall pay Contractor the amount of five hundred ninety-three dollars and forty-four cents (\$593.44), which amount Contractor shall invoice the City as provided for in Subsection 6 (e) above.
- (b) **Audit and Inspection by City.** Contractor shall keep true, complete, and accurate books and records in relation to the performance of its obligation under this Agreement. City shall have the right, upon reasonable notice and during business hours, to audit those books and records and inspect Contractor's equipment and facilities during the Term of this Agreement and extending five (5) years after the date the Contractor's final monthly report is received by the City. The City shall have the right to obtain copies of those books and records relevant to the audit at the expense of the City. If the City elects to inspect Contractor's equipment or facilities, Contractor shall provide the City access to any and all equipment and facilities

relating to the Agreement. City shall pay inspection costs incurred by third party inspectors retained by the City and costs of City staff. Contractor agrees to provide reasonable assistance to the City during any audit or inspection conducted under the Agreement, including answering questions and providing any requested records or information, within thirty (30) days of having received a written request. The cost of an audit pursuant to this section shall be borne by the City.

Section 9. Insurance. The Contractor shall procure and keep in full force and effect throughout the Term of this Agreement all of the insurance policies specified in, and required by, the Agreement Documents.

Section 10. Indemnity. Contractor agrees to indemnify, defend and hold harmless the City of Garland, Texas and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Contractor and expressly including those arising through strict liability, those arising under the constitutions of the United States and Texas, and those caused by the negligence or other fault of any indemnified party.

Section 11. Applicable Law. Except as specifically provided in the Agreement Documents, the parties agree that Contractor shall be subject to all Applicable Law, specifically including those ordinances of the City concerning noise, odors, effluent, and emissions, whether now existing or in the future arising.

Section 12. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

Section 13. Sovereign Immunity. To the extent allowed by Applicable Law, the parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

Section 14. Notice. Any and all notices provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or delivering the same in person to such party via a hand delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery

of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes or notification, the addresses of the parties shall be as follows:

If to Contractor, to: Community Waste Disposal
2010 California Crossing
Dallas, Texas 75220

If to City, to: City of Garland
Attn: City Manager
200 N. Fifth Street
Garland, Texas 75040

Section 15. Non-Collusion. Contractor represents and warrants that it has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City under this Agreement) for any of the services performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under this Agreement.

Section 16. Termination. This Agreement shall terminate upon any one of the following:

- (i) The written agreement of the Parties.
- (ii) The expiration of the term(s) of this Agreement.

Upon occurrence of any of the following events in regard to Contractor, City may terminate this Agreement without liability to Contractor and pursue all of its legal, contractual, and equitable remedies for default by Contractor.

- (i) The filing of a voluntary petition for bankruptcy relief by or on behalf of the Contractor, or the filing of an involuntary petition for bankruptcy relief against the Contractor, which is not dismissed or otherwise disposed of to the City's satisfaction within thirty (30) days thereafter.
- (ii) The appointment of a receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- (iii) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- (iv) Committing an act of default of a provision of this Agreement.
- (v) Failing to timely and fully pay any or all impositions pursuant to this Agreement.
- (vi) As otherwise provided by this Agreement.

Section 17. No Assignment. Neither party shall have the right to assign that party's duties under the Agreement or claims arising out of the Agreement without the prior written consent of the other party.

Section 18. Severability. If any term or provision of this Agreement is or becomes or is deemed to be illegal, invalid or unenforceable under Applicable Law, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 19. Waiver. Either City or Contractor shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 20. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. 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.

Section 21. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. 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.

Section 22. 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.

Section 23. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 25. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 26. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, course of dealings, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

Section 27. Relationship of Parties; No Third-Party Beneficiaries. 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. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

Section 28. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, Tex. Local Gov't Code, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the unsatisfied party, the unsatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 29. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Section 30. Force Majeure. Except for any payment obligation by either party, if City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Contract by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for City or Contractor to correct the adverse effect of such event of Force Majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

- (i) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine and pestilence; and
- (ii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this section, time is of the essence.

Section 31. Waiver. Failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at _____, as of this the _____ day of _____, 2015.

City of Garland, Texas

By: _____
City Manager

Community Waste Disposal, LP

By: _____
General Partner

STATE OF TEXAS *

COUNTY OF DALLAS *

BEFORE ME, the undersigned authority on this day personally appeared _____ known to me to be the one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for the CITY OF GARLAND, TEXAS and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE this _____ day of _____, 2015.

Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF TEXAS *

COUNTY OF DALLAS *

BEFORE ME, the undersigned authority on this day personally appeared _____ known to me to be the one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for COMMUNITY WASTE DISPOSAL, LP and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE this _____ day of _____, 2015.

Notary Public in and for the State of Texas

My Commission Expires: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TRANSPORT, PROCESSING, AND MARKETING OF RECYCLABLE MATERIALS AGREEMENT WITH COMMUNITY WASTE DISPOSAL, LP; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Manager is hereby authorized to execute an agreement with Community Waste Disposal, LP, regarding the transport, processing and marketing of recyclable materials, substantially in the form attached hereto as Exhibit "A" and incorporated herein.

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 _____, 2015.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



City Council Item Summary Sheet

Work Session

Date: 12/1/2015

Agenda Item

Item 5 - Dallas Central Appraisal District (DCAD) Suburban Representative Appointment

Summary of Request/Problem

At the November 30, 2015 work session, Council was briefed on selecting a candidate for the Dallas Central Appraisal District Board of Directors. This selection process is conducted in accordance with the Texas Property Tax Code section.

Recommendation/Action Requested and Justification

It is requested that City Council cast a vote, by resolution, for one candidate to serve on the DCAD Board of Directors.

Submitted By:
Corey Worsham
Tax Assessor/Collector

Approved By:

RESOLUTION NO.

A RESOLUTION OF THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Dallas County eligible taxing entities have expressed and have approved an option that allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

- 1) The City of Dallas appoints one member to the Board.
- 2) The Dallas Independent School District appoints one member to the Board.
- 3) The Dallas County Commissioners Court appoints one member to the Board. The member appointed by the Dallas County Commissioners Court may not be a resident of either the City of Dallas or the Dallas Independent School District.
- 4) Each of the cities within the District, except for the City of Dallas, has the right to nominate by an official resolution one candidate as the fourth member of the Board of Directors. Those cities shall, from the nominations received, elect by a majority vote, with each city being entitled to one vote, the fourth member of the Board of Directors.
- 5) Each of the school districts and the Dallas County Community College District (but not including the Dallas Independent School District) has the right to nominate by an official resolution one candidate as the fifth member of the Board of Directors. Those school districts shall, from the nominations received, elect by a majority vote, with each school district being entitled to one vote, the fifth member of the Board of Directors.
- 6) The votes required for election to the Board of Directors as set forth in items 4 and 5 above shall be by a majority of those authorized to vote in items 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the followings persons have been nominated to serve as the representative of the suburban cities:

□ Loren Byers

- Blake Clemens
- Steven Gorwood
- Michael Hurtt

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

Section 1

That the City of Garland hereby confirms its one vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

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 November, 2015.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



Policy Report

Agenda Item: 6

Meeting: City Council

Date: December 1, 2015

**REQUEST FOR DEVELOPMENT ASSISTANCE FROM
HUNTINGTON INDUSTRIAL PARTNERS – TEXAS, LLC
at
3800 Regency Crest Drive**

ISSUE

Consider an economic development incentive request from a Developer for rebate of applicable roadway impact fees required of a proposed new investment project

OPTIONS

1. Approve staff recommendation of a partial rebate of the required roadway impact fees
2. Not approve a rebate of the required roadway impact fees

RECOMMENDATION

Staff recommends that the City rebate to the Developer sixty-five percent (65%) of the actual roadway impact fees paid by the Developer to the City as required by the project. Staff recognizes and values the positive economic impact that the resulting “LEED” certified buildings will bring to the City’s industrial space inventory and resource base.

COUNCIL GOAL

Sustainable Quality Development and Redevelopment

BACKGROUND

Huntington Industrial Partners – Texas, LLC (the “Developer”) recently completed Garland’s first “LEED” industrial development which is located on Distribution Drive. This brand new 169,000-square foot facility is a high quality development that ultimately help secure a quality user for both the facility and community. The Developer now proposes to develop a 13.5 acre property on Regency Crest Drive. Two buildings of at least 133,500 square feet each and fully “Leadership in Energy and Environmental Design” (“LEED”) certified will be constructed as a result of this proposed project. Per

REQUEST FOR DEVELOPMENT ASSISTANCE FROM HUNTINGTON INDUSTRIAL PARTNERS – TEXAS, LLC

Page 2

the proposed agreement, the maximum amount of rebated roadway impact fees shall not exceed \$150,000 and the project must be complete by the end of December 2016.

CONSIDERATION

1. Garland needs additional Class A industrial space buildings as part of its overall industrial space inventory to help attract higher-quality investment
2. The Developer has demonstrated its attention to quality by developing Garland's first "LEED" certified industrial facility
3. The Developer will construct two (2) buildings, each being 1) Leadership in Energy and Environmental Design ("LEED") certified, and 2) at least 133,500 square feet in floor space each
4. The Developer must receive a certificate of occupancy for each of the two (2) buildings on or prior to December 31, 2016
5. The combined real property tax appraisal value of the improvements of the two (2) buildings must be at least \$15 million as established by the Dallas County Central Appraisal District ("DCAD")

ATTACHMENT(S)

Resolution
Chapter 380 Agreement

Submitted By:

Approved By:

David Gwin, AICP, CEcD
Director of Economic Development

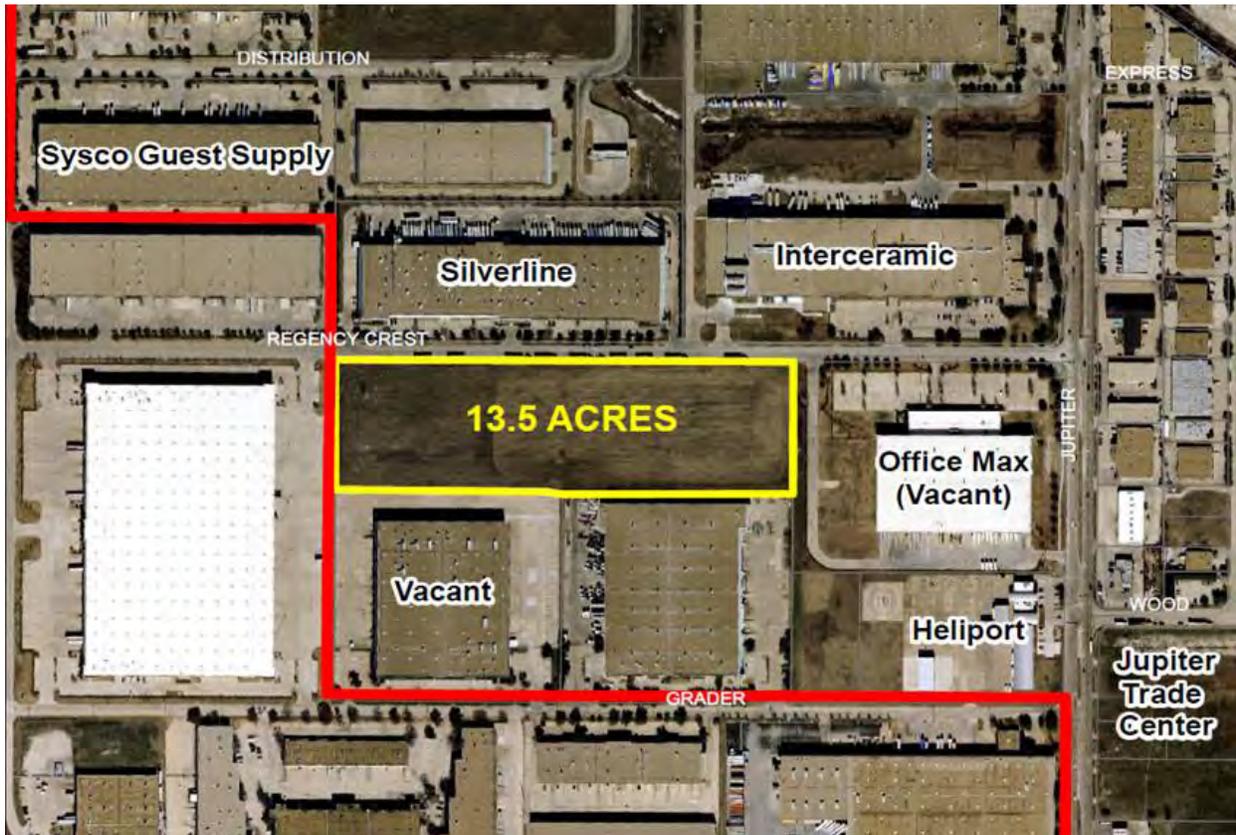
Bryan L. Bradford
City Manager

Date:

Date:

REQUEST FOR DEVELOPMENT ASSISTANCE FROM HUNTINGTON INDUSTRIAL PARTNERS – TEXAS, LLC

Page 3



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT WITH HUNTINGTON INDUSTRIAL PARTNERS-TEXAS, L.L.C. AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Manager is hereby authorized to execute an Economic Development Agreement with Huntington Industrial Partners-Texas, L.L.C. in substantially the form and substance of that attached.

Section 2

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

PASSED AND APPROVED this the ___ day of _____, 2015.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**CHAPTER 380 AGREEMENT FOR WAIVER OF CITY FEES
BETWEEN
HUNTINGTON INDUSTRIAL PARTNERS-TEXAS, LLC
AND
THE CITY OF GARLAND, TEXAS**

This Agreement is entered into by and between the City of Garland, a Texas municipal corporation of Dallas County, Texas (the “City”), and Huntington Industrial Partners-Texas, LLC (the “Developer”). The Developer and the City may be referred to jointly herein as the “Parties” and individually as “Party.”

WITNESSETH:

WHEREAS, the City has found that providing a program consisting of grants to the Developer in exchange for the Developer’s completion of the project proposed by the Developer will promote local economic development and stimulate business and commercial activity and create jobs within the City (hereinafter referred to as the “Program”); and

WHEREAS, the City has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain controls likely to ensure that the public purpose is accomplished; and

WHEREAS, the City has adopted Resolution Number _____, approved on _____, 2015, which authorizes this Agreement; and

WHEREAS, Chapter 380 of the Texas Local Government Code provides statutory authority for establishing and administering the Program provided herein; NOW, THEREFORE,

In consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. The Project.

The Developer shall construct two (2) buildings, each being: (1) Leadership in Energy and Environmental Design (“LEED”) certified, and (2) at least 133,500 square feet in floor space each (the “Project”). The two (2) buildings shall be constructed on the property now commonly known as 3800 Regency Crest Drive, Garland, Dallas County, Texas, as more particularly described in **Exhibit A** (the “Property”).

Section 2. City Obligations.

The City agrees to rebate to the Developer sixty-five percent (65%) of the actual impact fees paid by the Developer to the City as required by the Project. "Impact fees" mean either a fee for water facilities or a fee for roadway facilities imposed on new development by the City pursuant to Article XI of the City of Garland Code of Ordinances in order to generate revenue to fund or recoup all or part of the costs of capital improvements or facility expansion necessitated by and attributable to such new development. "Impact fees" do not include the dedication of property, rights-of-way, or easements for such facilities, or the construction of such improvements, imposed pursuant to the City zoning or subdivision regulations, nor do "impact fees" include fees placed in trust or escrow funds for the purpose of reimbursing developers for oversizing or constructing water or pro rata fees for reimbursement of the City's costs for extending water mains. "Impact fees" also do not include charges for water services to a wholesale customer such as a water district, political subdivision or the state, or other wholesale utility customer. In no event shall the total amount of fees rebated exceed \$150,000.00.

No disbursement shall be made until the following:

- (a) execution of this Agreement by all Parties;
- (b) receipt of evidence of the issuance of a building permit from the City for each of the two (2) buildings to be constructed as part of the Project; said permits must be issued on or prior to the Commencement Date (as defined below); and
- (c) receipt of evidence of the issuance of a certificate of occupancy for each of the two (2) buildings from the City for the Project's location on or prior to December 31, 2016; and
- (e) receipt of evidence showing that the Developer paid the City all assessed impact fees and other associated permitting and development fees prior to and during the construction of the Project; and
- (e) receipt of evidence showing that the Dallas County Central Appraisal District ("DCAD") certifies the combined real property tax appraisal value of the improvements of the two (2) buildings to be constructed as part of the Project totals at least \$15 million. Parties agree that no allowance under this agreement shall be made for the appraised value associated with the underlying land.

Section 3. Developer Obligations.

3.1. The Developer shall commence construction of the Project at the Property on or before March 31, 2016 (the "Commencement Date"). Commencement of construction shall be evidenced by the issuance of a building permit from the City for each of the two (2) buildings to be constructed as part of the Project. The Developer shall complete construction no later than December 31, 2016 (the "Completion Date"), subject to Force Majeure as defined in this Agreement. Completion of construction shall be evidenced by the issuance of a building certificate

of occupancy from the City for each of the two (2) buildings to be constructed as part of the Project, not to be unreasonably withheld.

3.2. The Developer shall provide progress reports to the City on the Project and Property as requested by the City from the Commencement Date through the Completion Date (the "Construction Period"). The Developer shall provide such progress reports within fifteen (15) business days.

3.3. The Developer shall comply with all applicable Federal, State, and local laws and regulations, including federal Environmental Protection Agency ("EPA"), Texas Department of State Health Services ("TDSHS"), and Texas Commission on Environmental Quality ("TCEQ") rules and regulations and all other regulations and laws relating to the environment.

3.4. The Developer covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.01(4) of the Texas Government Code. In accordance with section 2265.052 of the Texas Government Code, if the Developer is convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay to the City the full amount of the fees waived under section 2 of this Agreement, plus ten percent (10%) per annum from the date the waiver was made. Repayment shall be paid within 120 days after the date the Developer receives a notice of violation from the City.

3.5. No street, sidewalk, drainage, public utility infrastructure, or other public improvements ("Public Improvements") with a lien still attached may be offered to the City for dedication. If any lien or claim of lien, whether choate or inchoate (collectively, any "Mechanic's Lien") is filed against the developer regarding the Public Improvements on the Project by reason of any work, labor, services, or materials supplied or claimed to have been supplied by, or on behalf of, the Developer, or any of its agents or contractors, the Developer shall cause the same to be satisfied or discharged of record, or effectively prevent the enforcement or foreclosure against the Project's Public Improvements by injunction, payment, deposit, bond, court order, or otherwise.

3.6. The Developer is responsible for complying with all applicable City code provisions, including provisions of the City's Unified Development Code, enforced pursuant to the City's subdivision platting authority, and as amended, including, but not limited to, those provisions related to drainage, utilities, and substandard public street rights-of-way for development and construction of the Project including the Public Improvements. Furthermore, this Agreement in no way obligates the City to approve any subsequent permits or requests for the Project as the Developer is still responsible for acquiring all necessary permits and approvals as needed for the Project.

Section 4. Force Majeure.

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities, fire or other casualty, court injunction, necessary condemnation proceedings,

acts of the other party, its affiliates/related entities or their contractors, or any actions or inactions of third-parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not ("Force Majeure"), the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the timer period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

Section 5. Term.

The term of this Agreement shall begin upon the execution hereof by both Parties and end upon the complete performance of all obligations and conditions precedent by parties to this Agreement unless sooner terminated in writing in accordance with this Agreement.

Section 6. Indemnity.

THE DEVELOPER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT ARISE OUT OF OR ARE OCCASIONED BY THE DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF THE DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, OR EMPLOYEES IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY OR ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH THE DEVELOPER AND THE CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

Section 7. Breach and Recapture.

7.1 Breach – A breach of this Agreement may result in termination or modification of this Agreement and recapture of fees waived by the City. The following conditions shall constitute a breach of this Agreement: the Developer fails to meet the conditions and requirements as specified in subsections 3.1, 3.2, 3.3, 3.4, 3.5, and 3.6 above.

7.2 Notice of Breach – In the event that the City makes a reasonable determination that the Developer has breached this Agreement, then the City shall give the Developer written notice

of such. The Developer has sixty (60) days following receipt of said notice to reasonably cure such breach, or this Agreement may be terminated by the City, and recapture of grant payments may occur. Notice of breach shall be in writing and shall be delivered by personal delivery or certified mail to the Developer at its address provided in Section 9 of this Agreement.

7.3 Recapture – Should the Developer commit a breach of this Agreement according to Section 7.1, the City may terminate this Agreement and recapture all fees waived up to the time of the breach, subject to the meeting of Section 7.2 herein providing an instance when recapture will not occur.

Section 8. Venue and Governing Law.

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

Section 9. Notices.

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

If intended for the City, to:

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

With a copies to:

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

and

City of Garland
Department of Economic Development
Post Office Box 469002
Garland, Texas 75046-9002
Attn: Director

If intended for the Developer, to:

Steve Meyer, Principal
Huntington Industrial Partners-Texas, LLC
5950 Berkshire Lane, Suite 1250
Dallas, Texas 75225

Section 10. Applicable Laws.

This Agreement is made subject to the provisions of the Charter and ordinances of the City, as amended, and all applicable Federal and State laws (collectively, the "Applicable Laws"), and violation of same shall constitute a default under this Agreement.

Section 11. Legal Construction.

In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 12. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 13. Captions.

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

Section 14. Successors and Assigns.

The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement shall not be assigned without prior City approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, written approval of the City shall not be required for an assignment to an Affiliate of the Developer. "Affiliate of the Developer," as used herein, is defined as a parent, sister, partner, joint venture, or subsidiary entity of the Developer; any entity in which the Developer is a major shareholder, owns an equity interest, or is a joint venture or partner (whether general or limited).

Section 15. Entire Agreement.

This Agreement embodies the complete agreement of the parties hereto regarding the waiver of impact fees for the Project superseding all oral or written previous and contemporary agreements between the parties and relating to the waiver of impact fees, and except as otherwise

provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

EXECUTED THIS _____ day of _____, 2015, by the City, signing through tis City Manager.

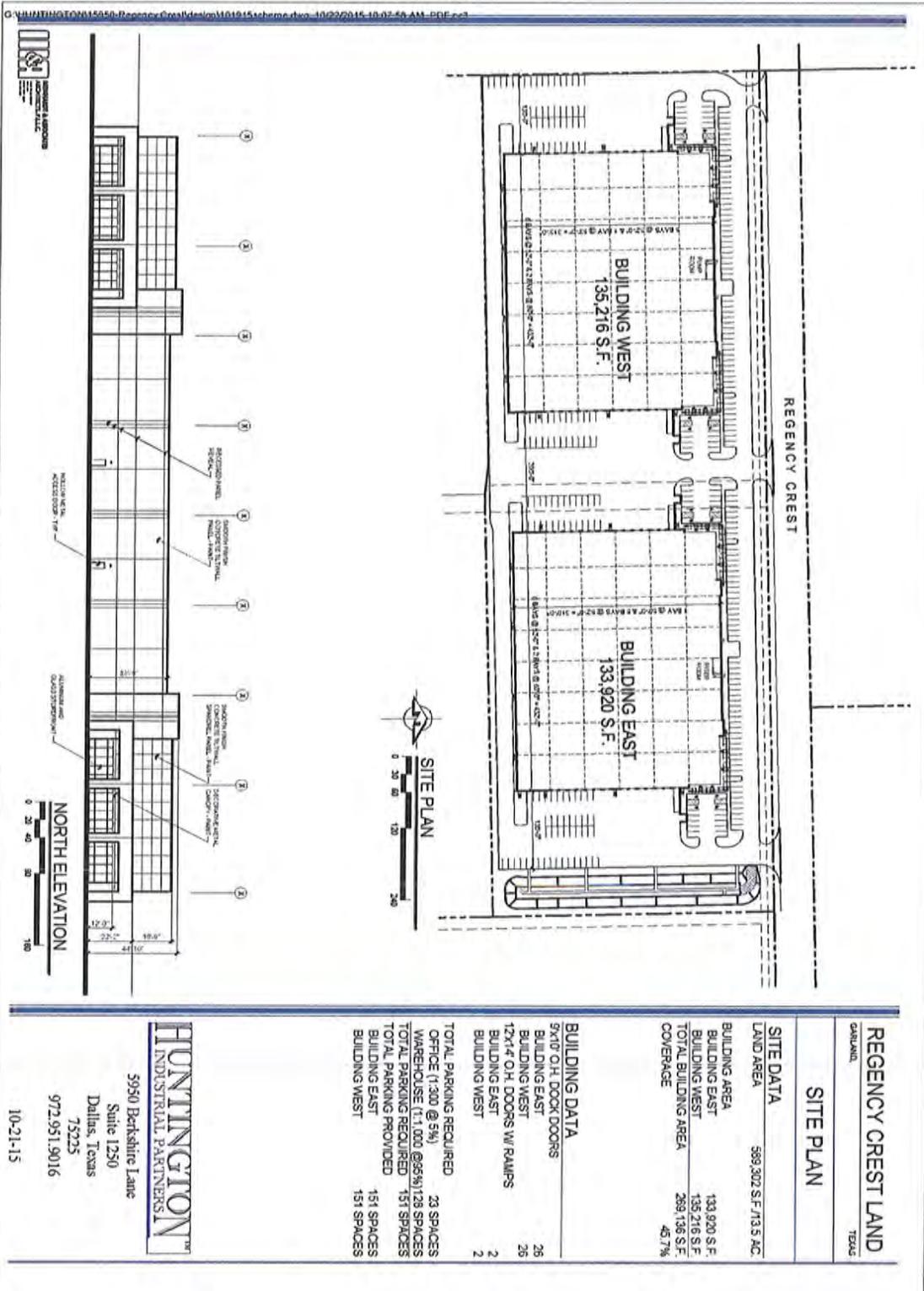
Huntington Industrial Partners-Texas, LLC (the "Developer")

By: *Stev K. Meyer*
Name: *Steven K. Meyer*
Title: *Principal*
Date: *11-24-15*

The City of Garland, Texas

By: _____
Name: Bryan Bradford
Title: City Manager
Date: _____

EXHIBIT A



REGENCY CREST LAND
 CADD PLAN
 TEXAS

SITE PLAN

SITE DATA

LAND AREA	589,302 S.F./13.5 AC.
BUILDING AREA	
BUILDING EAST	133,920 S.F.
BUILDING WEST	135,216 S.F.
TOTAL BUILDING AREA	269,136 S.F.
COVERAGE	45.7%

BUILDING DATA

9'x10' O.H. DOCK DOORS	
BUILDING EAST	26
BUILDING WEST	26
12'x14' O.H. DOORS W/ RAMPS	
BUILDING EAST	2
BUILDING WEST	2

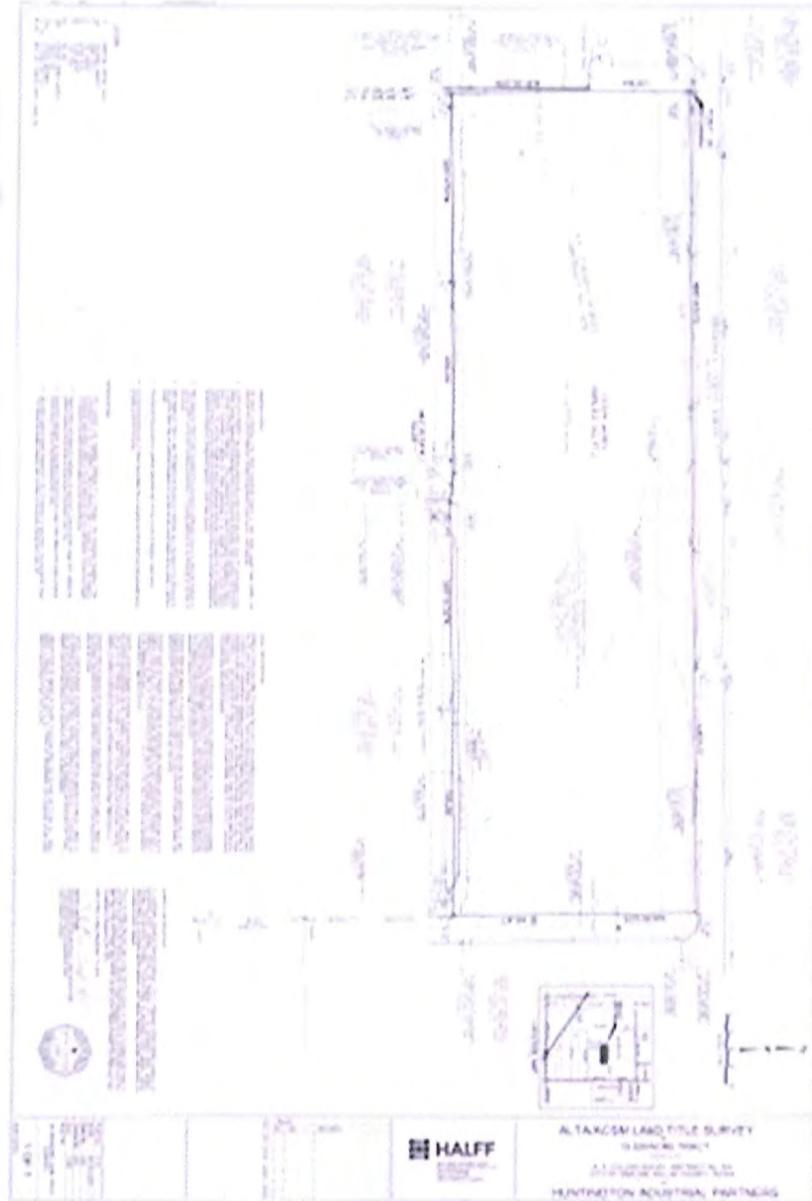
TOTAL PARKING REQUIRED

OFFICE (1'300 @ 5%)	23 SPACES
WAREHOUSE (1'1,000 @ 65%)	128 SPACES
TOTAL PARKING REQUIRED	151 SPACES
TOTAL PARKING PROVIDED	151 SPACES
BUILDING EAST	151 SPACES
BUILDING WEST	151 SPACES

HUNTINGTON™
 INDUSTRIAL PARTNERS

5950 Berkshire Lane
 Suite 1250
 Dallas, Texas
 75225
 972.951.9016
 10-21-15

EXHIBIT A





Planning Report

Pop Holdings, LP

1436 Belt Line Road

REQUEST

Approval of a Specific Use Provision for Restaurant with Drive-Through on property zoned Community Retail (CR) District

OWNER

Guillermo Perales

PLAN COMMISSION RECOMMENDATION

On November 9, 2015, the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Specific Use Provision for Restaurant with Drive-Through on property zoned Community Retail (CR) District.

STAFF RECOMMENDATION

Approval of a Specific Use Provision for Restaurant with Drive-Through on property zoned Community Retail (CR) District. The redevelopment of the site reflects an emphasis on improved aesthetics consistent with the Garland Development Code. The proposed Popeye's meets all applicable regulations. The reductions of the required landscape buffer width (with increased tree plantings) and the required parking as permitted through Alternative Compliance are suitable for the needs and operation of the site.

BACKGROUND

The subject property is zoned Community Retail (CR) District. The site is part of the larger North Star Shopping Center, which is developed with multiple stand-alone buildings including a retail strip center with a dine-in restaurant and personal service establishments. The site also contains a Retail Sales with Gas Pumps use and two drive-through fast food restaurants, including the subject site which is a Popeye's restaurant.

SITE DATA

The subject property contains approximately 17,554 square feet with approximately 124 feet of frontage along Belt Line Road.

USE OF PROPERTY UNDER CURRENT ZONING

The Community Retail (CR) district is intended to accommodate a variety of retail, service, and business establishments that may or may not be designed in a shopping center configuration. The district may be used as a transition district between lower intensity retail or office uses and more intense uses. A CR district is generally appropriate along major transportation corridors but is generally not appropriate in proximity to low density residential districts without significant buffering and screening features. An example of allowed use in a CR district is a retail shopping area that may be large in scale with very limited or no outside storage. Traffic generated by uses in a CR district must be focused onto the major thoroughfare network. Development in a CR district may not be designed in a manner that increases traffic through residential areas. A Restaurant with Drive-Through is permitted in the Community Retail (CR) District with a Specific Use Provision.

CONSIDERATIONS

1. The applicant requests a Specific Use Provision for Restaurant with Drive-Through. The applicant will demolish and construct an approximately 2,350 square-foot Popeye's. The hours of operation will be 10:30am to 10:00pm Monday through Friday and 10:30am to 11:00pm Saturday and Sunday. The Popeye's contains approximately 440 square feet of indoor dining area; there will be no outside dining area.
2. **Building Design:** The building as proposed meets the building materials and articulation requirements set forth in Chapter 4, Article 6. The proposed building will utilize an updated 100% masonry (primary and secondary) design that incorporates articulated facades of stone (masonry) with areas of stucco (secondary masonry) on all four sides. The elevations reflecting the stucco will be color-intrinsic and applied in a 3-stage process in accordance with industry standards and as per the GDC.

The elevations with proposed building materials are as follows:

Elevation	Stone	Stucco
Front Elevation (north facing Belt Line)	Stone: 36%	Stucco: 64%
South Elevation (Drive through)	Stone: 20%	Stucco: 80%
East Elevation	Stone: 4%	Stucco: 96%
West Elevation	Stone: 77%	Stucco: 23%

3. **Signage:** The applicant is proposing to install attached signage, a menu board sign, and a freestanding monument sign. The proposed signs are in compliance with the Sign Ordinance.
4. **Landscaping:** The GDC requires that a site with frontage along thoroughfare types A through D provide a fifteen (15) foot landscape buffer; the site has 124 feet of frontage along Beltline which is a Type B thoroughfare. A site adjacent to a Type B thoroughfare must also provide

one (1) one large canopy tree and seven shrubs (or ornamental grasses) for every 30 feet. The site must provide a minimum of five large trees and thirty-five shrubs. However, the site's landscape buffer width may be reduced by a maximum of five feet provided the required tree plantings within the landscape buffer along Belt Line is at a rate of 1.5 large trees and 7 shrubs for every 30 linear feet of buffering. This would increase the number of required canopy trees plantings to six; the applicant has provided five large canopy trees and three ornamental trees [ornamental trees may substitute large canopy trees at a rate of three to one (3:1)]. The subject site provides the necessary landscape buffer widths and tree plantings, and is in compliance with the Screening and Landscape Standards as set forth in Chapter 4 Article 3.

5. The applicant requests a Specific Use Provision for a period of 40 years.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan designates the subject property as Neighborhood Centers. Neighborhood centers serve the needs of the nearby residents and are compatible in a neighborhood setting. Neighborhood centers tend to be located nearby areas of residential use, generally along and at the intersection of frequently used thoroughfares. Neighborhood centers offer a mix of shops, services, amenities and gathering places.

The existing Restaurant with Drive-Through provides a service to nearby neighborhoods but the location along a major thoroughfare also allows for additional accessibility from a broader community service area. Envision Garland recommends that redevelopment of outdated or underused sites be done so with the focus of establishing developments with updated and attractive designs to create desirable destinations within the city. The effort to redevelop the subject site and trigger development of nearby sites directly contribute to the goals of Envision Garland.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The subject property is within a Community Retail District surrounded by a variety of zoning and land uses. As previously mentioned the site is an existing part of a larger area that contains a variety of retail and personal service uses, including similar restaurants with drive through uses. The majority of the properties to the south of the subject site beyond the larger shopping center are developed with single-family subdivisions with intermittent multi-family development. Immediately to the north across Belt Line is an existing Retail Sales with Gas Pumps and property zoned Planned Development (PD) 14-47 for Single Family Attached uses. Restaurant with Drive-Through establishments are commonly found along major thoroughfares and their intersections as they provide a quick service to those in transit. The location of the subject site near the intersection of two major thoroughfares and nearby residential is compatible with both automobile and pedestrian traffic generated from the surrounding area.

Prepared By:

Isaac Williams
Development Planner

Date: November 20, 2015

Reviewed By:

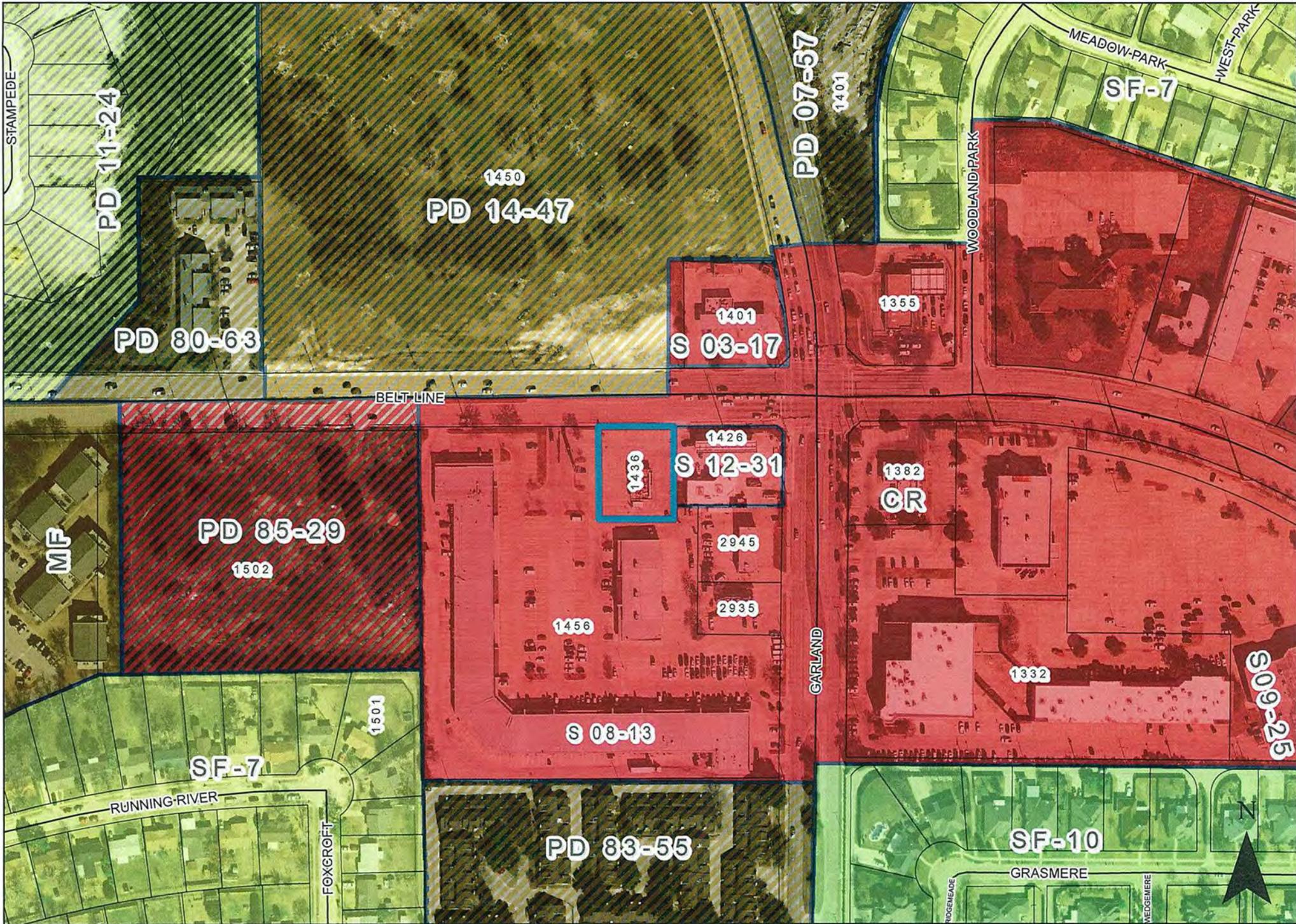
Will Guerin, AICP
Director of Planning

Date: November 23, 2015

Reviewed By:

Bryan L. Bradford
City Manager

Date: November 23, 2015



ZONING Z 15-28

 INDICATES AREA OF REQUEST

EXHIBIT A

LEGAL DESCRIPTION

ZONING FILE 15-28

BEING a tract of land in the Benjamin Frost Survey, Abstract No. 480 said tract being the same as Block 1 Lot 1R, North Star Market Addition, an addition to the City of Garland, recorded in Volume 85145, Page 2739 of the Deed Records of Dallas County, Texas. This property is located at 1436 Belt Line Road.

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE 15-28

1436 Belt Line Road

- I. **Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Restaurant with Drive-Through subject to conditions.

- II. **Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.

- III. **General Regulations:** All regulations of the Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.

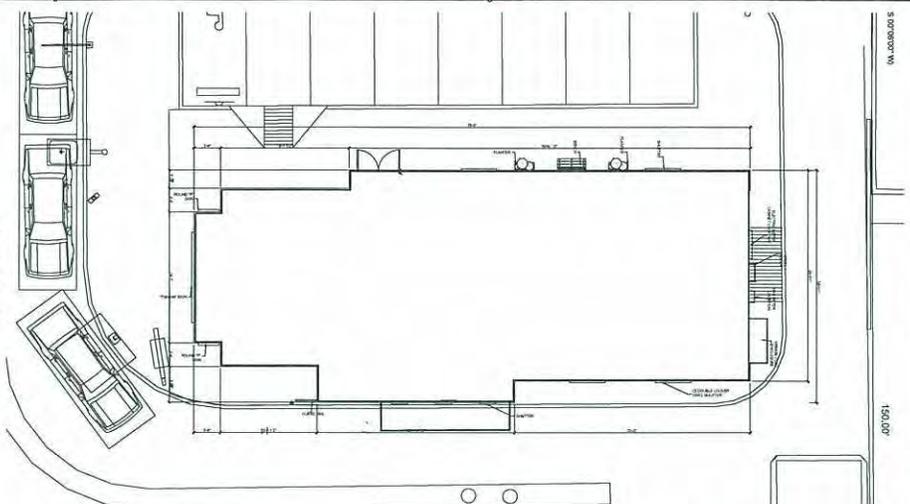
- IV. **Specific Regulations:**
 - A. Time Period: The Specific Use Provision shall be in effect for a time period of 40 years.

 - B. Site Plan: Development shall be in conformance with the approved site plan (Exhibit C).

 - C. Parking: The site shall provide 19 parking spaces in conformance with the approved site plan (Exhibit C)

 - D. Landscape Plan: The site shall provide a ten foot wide landscape buffer along Belt Line Road. Tree Plantings within the landscape buffer shall be at the rate of one and one-half times the minimum required. Development shall be in conformance with the approved landscape plan (Exhibit D).

 - E. Elevations: The building materials, articulations and architectural elements shall be in conformance with the approved elevations (Exhibit E).

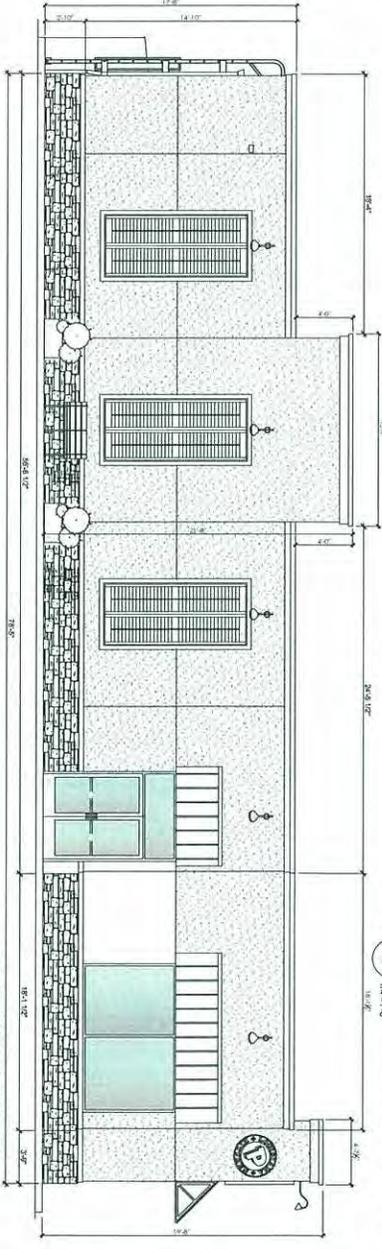
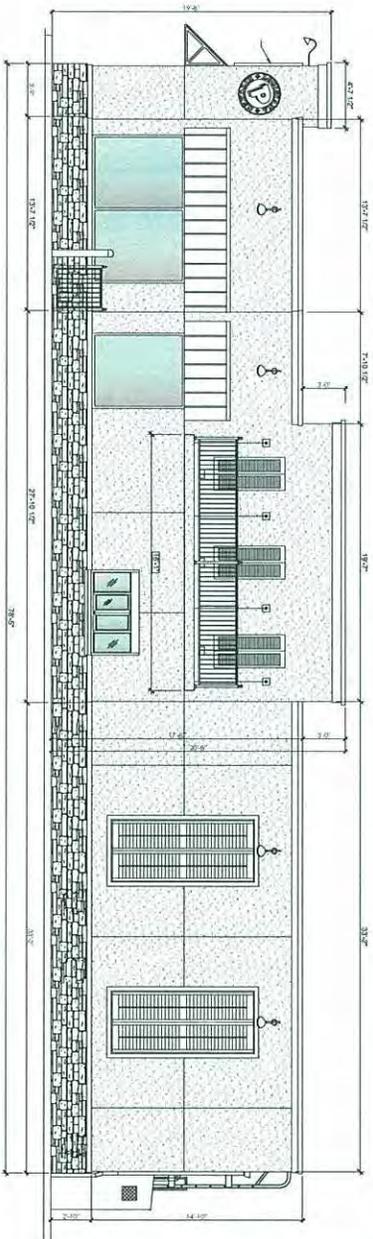
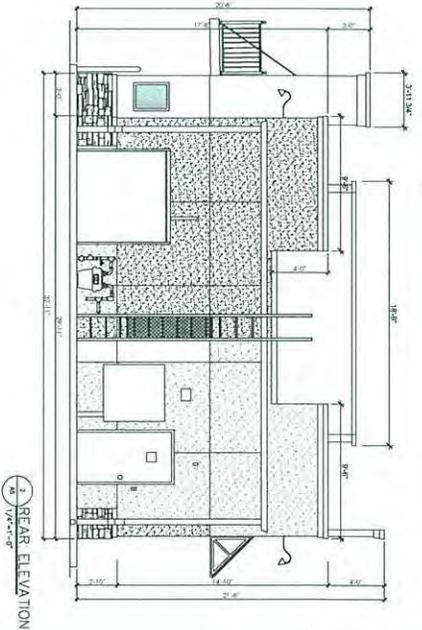
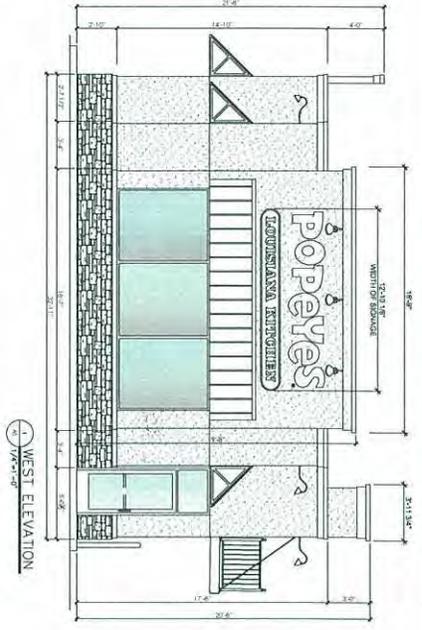


ARTICULATIONS
SCALE 3/8"=1'-0"

SECTION 4.01
4.1. MATERIALS

MATERIALS

MAIN ENTRANCE ELEVATION	STONE VENEER	75	52
FRONT ELEVATION	STONE VENEER	15	52
DRIVE THRU ELEVATION	STONE VENEER	348	52
REAR ELEVATION	STONE VENEER	75	18
	STONE VENEER	144	50
	STONE VENEER	208	50
	STONE VENEER	422	91
	STONE VENEER	19	4



CHECKED BY:	DATE

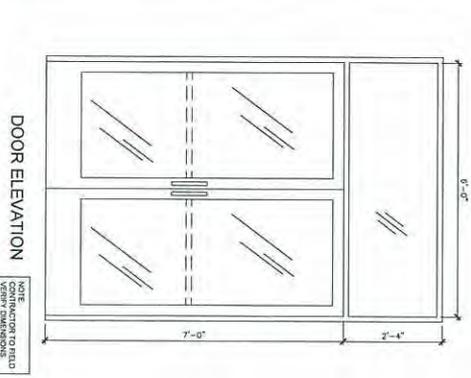
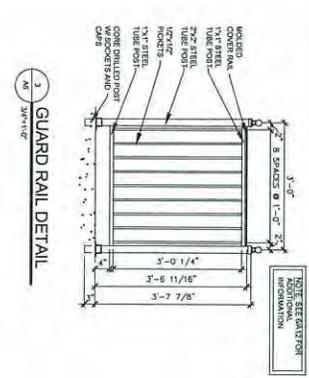


1436 BELTLINE RD. - GARLAND TEXAS - 75044

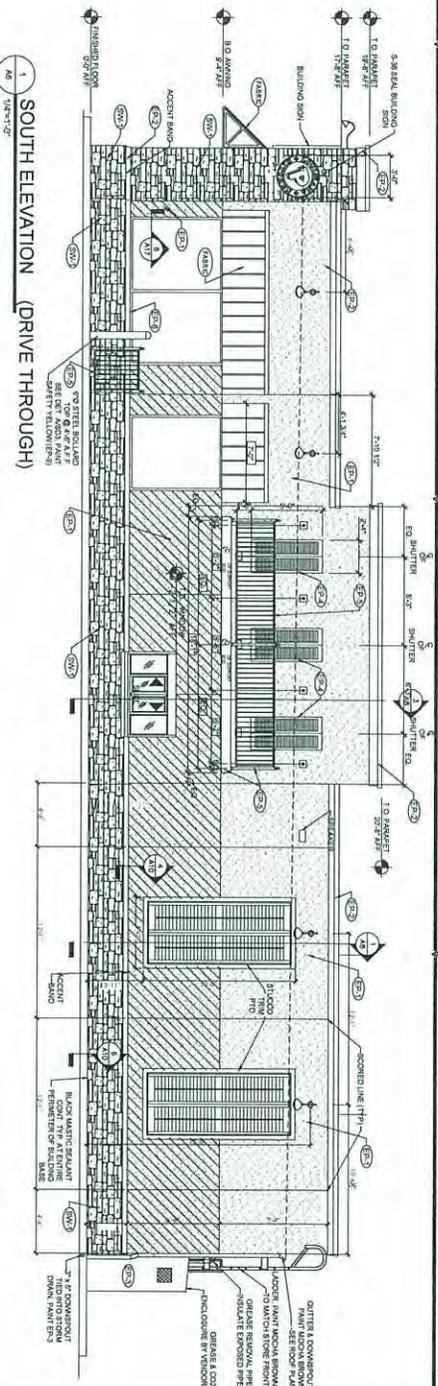
FAST BUILDERS, LLC
P.O. BOX 59913
DALLAS TEXAS - 75229



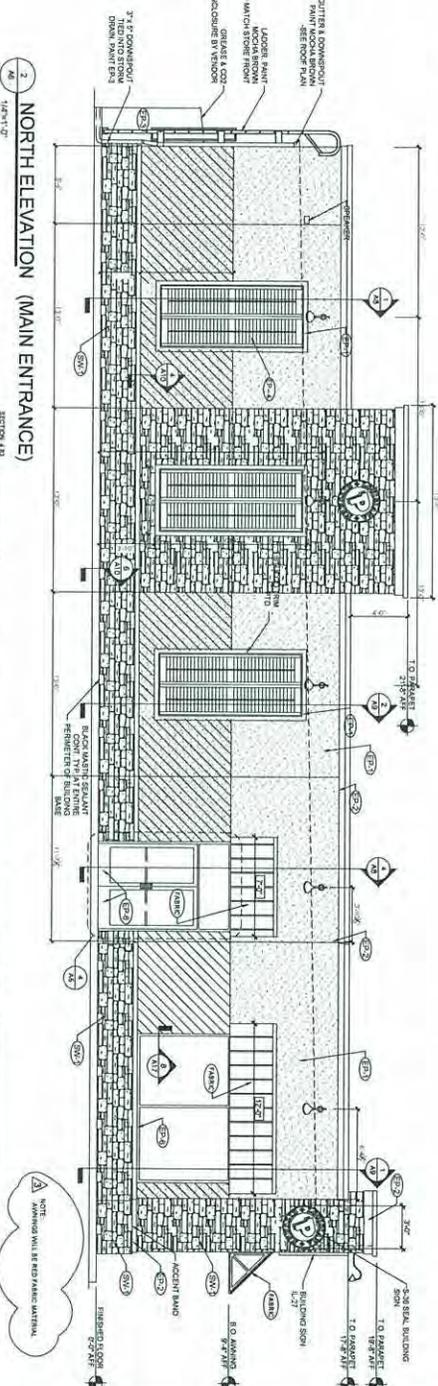
ARTICULATIONS
EXTERIOR
ELEVATIONS
1/2"=1'-0" (Revised model)



4 STOREFRONT DETAIL
48 3/4"x1'-0"



1 SOUTH ELEVATION (DRIVE THROUGH)
48 1/4"x1'-0"



2 NORTH ELEVATION (MAIN ENTRANCE)
48 1/4"x1'-0"

SPECIFICATIONS

SECTION 8A ALUMINUM ENTRANCE STOREFRONT
GENERAL PROVISIONS
1. ALUMINUM STOREFRONT AND ENTRANCE FRAME REFER TO...
2. ALUMINUM ENTRANCE DOORS REFER TO CONSTRUCTION DRAWINGS AND...
3. FINISHES AND MATERIALS REFER TO CONSTRUCTION DRAWINGS AND...
4. STOREFRONT SERVICE WINDOW SHALL BE...
5. GLASS SHALL BE...
6. GLASS SHALL BE...
7. GLASS SHALL BE...
8. GLASS SHALL BE...
9. GLASS SHALL BE...
10. GLASS SHALL BE...

SECTION 8D GLAZING

GENERAL PROVISIONS
1. SCOPE, FINISHES AND MATERIALS REFER TO CONSTRUCTION DRAWINGS AND...
2. QUALITY CONTROL AND ALL GLAZING SHALL BE...
3. GLAZING SHALL BE...
4. GLAZING SHALL BE...
5. GLAZING SHALL BE...
6. GLAZING SHALL BE...
7. GLAZING SHALL BE...
8. GLAZING SHALL BE...
9. GLAZING SHALL BE...
10. GLAZING SHALL BE...

SECTION 8E EXTERIOR FINISH NOTES

ITEM	DESCRIPTION	QUANTITY	UNIT
1	STUCCO	561	SF
2	STONE VENEER	206	SF
3	WEST ELEVATION	101	SF
4	STONE VENEER	303	SF
5	DRIVE THRU ELEVATION	644	SF
6	STUCCO	208	SF
7	STONE VENEER	18	SF

SECTION 8F ARCHITECTURAL ELEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT
1	ARCHITECTURAL ELEMENTS	1	EA
2	ARCHITECTURAL ELEMENTS	1	EA
3	ARCHITECTURAL ELEMENTS	1	EA
4	ARCHITECTURAL ELEMENTS	1	EA
5	ARCHITECTURAL ELEMENTS	1	EA
6	ARCHITECTURAL ELEMENTS	1	EA
7	ARCHITECTURAL ELEMENTS	1	EA
8	ARCHITECTURAL ELEMENTS	1	EA
9	ARCHITECTURAL ELEMENTS	1	EA
10	ARCHITECTURAL ELEMENTS	1	EA

POPEYES LOUISIANA KITCHEN

ITEM	DESCRIPTION	QUANTITY	UNIT
1	STUCCO	561	SF
2	STONE VENEER	206	SF
3	WEST ELEVATION	101	SF
4	STONE VENEER	303	SF
5	DRIVE THRU ELEVATION	644	SF
6	STUCCO	208	SF
7	STONE VENEER	18	SF

EXTERIOR FINISH SCHEDULE

ITEM	DESCRIPTION	QUANTITY	UNIT
1	STUCCO	561	SF
2	STONE VENEER	206	SF
3	WEST ELEVATION	101	SF
4	STONE VENEER	303	SF
5	DRIVE THRU ELEVATION	644	SF
6	STUCCO	208	SF
7	STONE VENEER	18	SF

SECTION 0205 - SOIL REMEDIATION

- PART 1 - GENERAL**
- 1.1. PROVIDE COMPLETE DRAINAGE AND SOIL REMEDIATION, INCLUDING:
 - A. EXAMINATION OF EXISTING RECORDS TO DETERMINE THE EXTENT OF CONTAMINATION.
 - B. EXAMINATION OF EXISTING RECORDS TO DETERMINE THE EXTENT OF CONTAMINATION.
 - C. EXAMINE SITE TO VERIFY THAT ALL HAZARDOUS PLANTS AND TREES MOVED TO APPROPRIATE LOCATION TO BE REMOVED FROM THE SITE.

PART 2 - MATERIALS

- 1.1. CONTROL SOIL COMPACTION.
 - A. CONTROL SOIL COMPACTION TO PREVENT SETTLEMENT OF SOILS TO BE REMEDIATED.
 - B. CONTROL SOIL COMPACTION TO PREVENT SETTLEMENT OF SOILS TO BE REMEDIATED.
 - C. CONTROL SOIL COMPACTION TO PREVENT SETTLEMENT OF SOILS TO BE REMEDIATED.

PART 3 - EXECUTION

- 1.1. REMOVE ALL EXISTING CONTAMINATION AND OTHER ITEMS OF DEBRIS.
 - A. REMOVE ALL EXISTING CONTAMINATION AND OTHER ITEMS OF DEBRIS.
 - B. REMOVE ALL EXISTING CONTAMINATION AND OTHER ITEMS OF DEBRIS.
 - C. REMOVE ALL EXISTING CONTAMINATION AND OTHER ITEMS OF DEBRIS.

SECTION 0205 - LANDSCAPE PLANTING

- 1.1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL PLANTS AND TREES TO BE PLANTED AND FOR PROVIDING ALL NECESSARY MATERIALS AND SUPPLIES.
 - A. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL PLANTS AND TREES TO BE PLANTED AND FOR PROVIDING ALL NECESSARY MATERIALS AND SUPPLIES.
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PART 1 - EXECUTION

- 1.1. PREPARE FOR PLANT MATERIAL INSTALLATION.
 - A. PREPARE FOR PLANT MATERIAL INSTALLATION.
 - B. PREPARE FOR PLANT MATERIAL INSTALLATION.
 - C. PREPARE FOR PLANT MATERIAL INSTALLATION.

PART 2 - MATERIALS

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SECTION 0205 - LANDSCAPE PLANTING

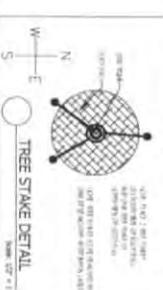
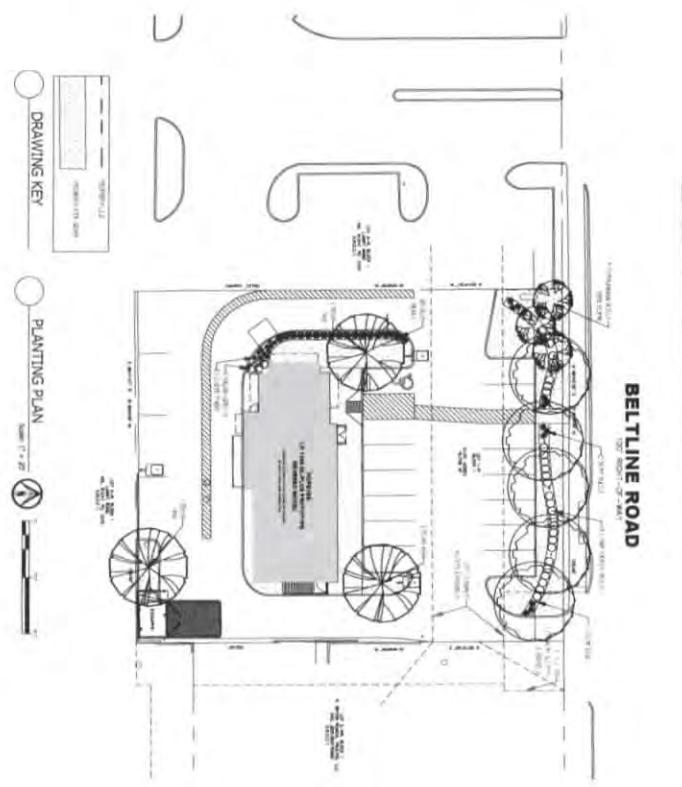
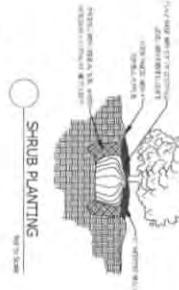
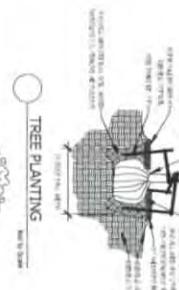
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Owner & Professionals Information

Owner: POPEYE'S RESTAURANT, 1436 BELTLINE ROAD, GARLAND, TEXAS 75042

Architect: [Firm Name], [Address], [City, State, Zip]

Engineer: [Firm Name], [Address], [City, State, Zip]

Landscaper: [Firm Name], [Address], [City, State, Zip]

Site Location: [Map showing location of the site on Beltnline Road in Garland, Texas]

Plant List

Plant Name	Quantity	Notes
Tree Stake	10	For tree planting
Shrub	5	For landscaping
Perennial	10	For landscaping

Jurisdiction of Project

Item Description	Date
Site Plan	9.2.15
Site Plan Revision	9.2.15

LANDSCAPE PLAN

POPEYE'S RESAURANT

1436 BELTLINE ROAD
GARLAND, TEXAS

SHEET NO. L1.01

LANDSCAPE PLAN

DATE: 9.2.15

REVISION: 9.2.15

FELTMAN TRULAND SERVICES

1725 W. 10th Street, Suite 100, Dallas, TX 75208
Phone: 972-483-1700 Fax: 972-483-1702
www.felتمان.com

REPORT & MINUTES

P.C. Meeting, November 9, 2015 (9 Members Present)

Consideration of the application of Pop Holdings LP, requesting approval of a Specific Use Provision for Restaurant with Drive-Through on property zoned Community Retail (CR) District. This property is located at 1436 Belt Line Road. (District 7) (File Z 15-28) (This item was postponed from the October 26, 2015 Plan Commission meeting)

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

Motion was made by Commissioner Fisher, seconded by Commissioner Vera to approve the request per staff recommendation. **Motion carried: 9** Ayes, **0** Nays

STAMPEDE

PD 11-24

PD 80-63

MF

PD 85-29

1502

SF-7

1501

FOXCROFT

RUNNING RIVER

0 100 200 Feet
1 inch = 200 feet

PD 14-47

1450

BELLEVILLE

PD 83-55

S 08-13

1456

1436

S 12-31

1426

2945

2935

S 03-17

1401

PD 07-57

1401

ZONING Z 15-28

GARLAND

CR 1382

1355

WOODLAND PARK

SF-7

MEADOW PARK

SF-10

1332

GRASMERE

RIDGEMADE

WEDGEMERE

N

S 09-25

O = IN FAVOR
X = AGAINST

INDICATES AREA OF REQUEST





GARLAND

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

September 8, 2015

HEARING DATE/TIME: Plan Commission: September 21, 2015 – 7:00 PM

APPLICANT: Pop Holdings, LP

File: Z 15-28

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, September 21, 2015, in the Goldie Locke Room of the Duckworth Utility Services Building, 217 North Fifth Street, to consider the application of **Pop Holdings, LP**, requesting approval of a Specific Use Provision for a Restaurant with Drive Through on property zoned Community Retail (CR) District.

BEING a tract of land in the Benjamin Frost Survey, Abstract No. 480 said tract being the same as Block 1 Lot 1R, North Star Market Addition, an addition to the City of Garland, recorded in Volume 85145, Page 2739 of the Deed Records of Dallas County, Texas. This property is located at 1436 Belt Line Road. (District 7).

Note: The applicant seeks approval of the Specific Use Provision and associated variances to demolish the existing building and construct an approximately 2,350 square foot Popeye's 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 Isaac Williams 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.

RESTAURANT WORKS IN COMMUNITY RETAIL (CR) DISTRICT - OK

(Please complete the following information)

Your Property Address 3232 NORTH CAROLINA AVE. 75040 "CAROLINA ISLANDS ON THE LAKE"

Printed Name JERRY W. STEWART DALLAS TX 75220

Address 5001 PARK LANE DALLAS TX. 75220

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

Signature [Handwritten Signature] Title PRES. STB ARCHITECTS.

Date: SEPT 14 2015

Outside notification
ma

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Date: SEPT 14 2015

Outside notification
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Planning Report

Best Storage, LLC

3159 South Garland Avenue (former Hypermart site only)

REQUEST

Approval of 1) an amendment of Planned Development (PD) 08-52 for Community Retail uses, 2) a Detail Plan for a Self-Storage and (Indoor) Athletic Events Facility, and 3) a Specific Use Provision for Self-Storage.

OWNER

Best Storage, LLC

PLAN COMMISSION RECOMMENDATION

On October 13, 2015 the Plan Commission by a vote of five (5) to four (4), recommended denial of 1) an amendment of Planned Development (PD) 08-52 for Community Retail uses, 2) a Detail Plan for a Self-Storage and (Indoor) Athletic Events Facility, and 3) a Specific Use Provision for Self-Storage.

STAFF RECOMMENDATION

Denial of 1) an amendment of Planned Development (PD) 08-52 for Community Retail Uses [formerly Shopping Center (SC) Uses] 2) a Detail Plan for a Self-Storage and (Indoor) Athletic Events Facility, and 3) a Specific Use Provision for Self-Storage Facility.

While the proposed elevation changes to the building provide an improvement as well as a step towards adaptive reuse for future appropriate uses, and while staff would be supportive of a similar Detail Plan submitted in conjunction with just the athletic complex use, it may be premature to approve a self-storage use in lieu of a proposal that is consistent with the Envision Garland Plan and Centerville Marketplace Revitalization Strategy report.

If the Specific Use Provision is approved, staff recommends a time period of no longer than ten (10) years in order to reevaluate the use in relation to the site and the overall catalyst area.

Additionally, if approved, staff recommends the west elevation, adjacent to South Shiloh, be refaced with the same materials and percentages as found on the south and east. Staff also recommends that the north elevation adjacent to Kingsley Road be refaced consistently with the other elevations.

Finally, it should be noted that staff has worked with the City Attorney's Office to draft within the PD Conditions that the sports complex use must be issued a Certificate of Occupancy prior to that of the storage use, and be in full and continued operation, among other conditions.

BACKGROUND

The subject site is currently zoned Planned Development (PD) 08-52 for Community Retail Uses (formerly Shopping Center Uses) and contains the former Hypermart building. Prior to approval of the City-initiated rezoning in 2008, the City carried out an evaluation of the site and surrounding properties to determine the appropriate zoning of the subject area given its size, existing development patterns and proximity to thoroughfares. The evaluation recommended greater consideration be given towards future development to encourage revitalization of the area upon the vacancy of the Hypermart. City Council approved the rezoning of the subject property from Commercial-2 (C-2) District and Shopping Center (SC) District to a Planned Development based in the Shopping Center District. The PD limited the allowable uses and required a Concept Plan and Detail Plan for new development.

The applicant requests to amend Planned Development (PD) 08-52, approval of a Detail Plan which reflects façade renovations of the existing building, and interior alterations to accommodate indoor athletic events and a self-storage facility. The applicant also requests approval of a Specific Use Provision for a self-storage facility. Although the Planned Development encompasses the entire area, the request is limited to the Hypermart site; existing uses on outparcels would remain as is.

SITE DATA

Planned Development 08-52 contains approximately 40.3 acres with frontage on West Kingsley Road (approximately 1,600 feet), South Garland Avenue (approximately 1,900 feet) and South Shiloh Road (approximately 1,535 feet). However, the request for the Detail Plan and Specific Use Provision is specific to a defined area, approximately 25.254 acres, which contains the former Hypermart building.

USE OF PROPERTY UNDER CURRENT ZONING

Planned Development 08-52 was established under Ordinance #4647 regulations for limited Shopping Center Uses. The Shopping Center District accommodates shopping center development having a neighborhood or community service area. Planned Development 08-52 limits uses to more community serving-scale retail/personal service uses and eliminates auto-related uses. The PD also allows for Hotels and Community Amusement, Indoor.

Upon the adoption of the Garland Development Code (Ordinance #6773), the Shopping Center District was converted to the Community Retail (CR) District, thus the Planned Development is now based in the Community Retail (CR) District. The Community Retail (CR) District is intended to accommodate a variety of retail, service, and business establishments that may or may not be

designed in a shopping center configuration. The Community Retail District requires approval of a Specific Use Provision for a Self-Storage Facility. The PD District requires approval of both a Concept and Detail Plan prior to any redevelopment on the property.

CONSIDERATIONS

Land Use

1. The property was developed in 1987 with a 226,408 square-foot building which was formerly occupied by the Hypermart and contains several small suites designed for retail occupancy. The site is located less than one-half mile north of Interstate Highway 635 at its intersections with Shiloh Road and South Garland Avenue. As such, this location is a primary entry into Garland from Dallas and other communities along the IH 635 corridor. Access and visibility is provided to the site from all three adjacent arterial thoroughfares (Kingsley, South Garland and Shiloh).
2. The Hypermart site is surrounded by outparcels along South Garland Avenue, West Kingsley Road and South Shiloh Road. These outparcels contain a bus transit company, fast food restaurants, retail sales with gasoline pumps, a vacant fire station building and various other retail sales/personal service establishments. The southernmost remainder of the triangle formed by the bounding thoroughfares is the former site of Prestige Ford and will be redeveloped as a Racetrac gas station. The total area contained within the area bound by South Shiloh Road, South Garland Avenue and Kingsley Road, is approximately fifty (50) acres.
3. As previously stated, City Council approved a City-initiated rezoning of the subject property from Commerical-2 (C-2) District and Shopping Center District (SC) District to a Planned Development based in the Shopping Center District. At the time the Planned Development was approved, the City was in the process of updating the Comprehensive Plan, and the rezoning was an effort to guide the reuse and redevelopment potential of the subject site until more appropriate comprehensive plan recommendations and development regulations could be applied.
4. Accordingly, the site received further focus during the formation of the Catalyst Areas as a component of Envision Garland adopted in 2012. Catalyst areas are contingents of properties planned for revitalization--areas where the maximization of fiscal investments will provide opportunities for positive economic "ripple effects" in surrounding neighborhoods, corridors, and areas of influence. The catalyst areas, identified for strategic reinvestment, highlight key redevelopment opportunities to revitalize and modernize the City's development pattern. Each area's unique character highlights the importance of area-specific redevelopment strategies. The Envision Garland Plan recognizes the subject area, the South Garland Avenue Catalyst Area, as one of seven such strategic areas within the City.
5. The South Garland Avenue Catalyst Area represents one of the City's key commercial corridors, a gateway into the City from IH-635 and a historical arterial connection to downtown Dallas. The subject property is at the forefront of this particular redevelopment opportunity and any re-development would set the tone for future efforts. The particular advantage of the

contingent of properties within PD 08-52 is its sheer size, its access to IH-635, as well as its significant visibility provided by the adjacency of two major thoroughfares.

6. As a Catalyst Area, the approach should be to remain attentive to opportunities yielding the greatest positive economic impact to the surrounding area. It is important to maintain the broader vision of a significant redevelopment opportunity. Storage facilities often tend to be a permanent, rather than an interim use. Its presence within the property may hinder other opportunities such as a business park concept suggested in the Centerville Marketplace Repositioning Strategy in 2014.
7. As mentioned above, the subject site was further analyzed as a part of the Centerville Marketplace Repositioning Strategy in 2014. At that time, the site was considered as having potential for redevelopment into a business park and retail area that could be compatible with possible redevelopment along Interstate Highway 635. No regulatory mechanism has yet been put into place to formally guide redevelopment efforts in the area toward those uses.

Detail Plan

8. The applicant proposes a Detail Plan to redevelop the existing 226,408 square foot building with 150,000 square feet of indoor athletic events facility space operated by Texas Sports Center. Approximately 75,000 square feet of the remaining area will be dedicated to self-storage operated by Best Storage; however, it should be noted that with the installation of a second floor for the storage use, the ultimate total floor area of the storage use will be approximately 150,000 square feet. The applicant has indicated that Texas Sports Center will provide indoor space for multiple sports including basketball, volleyball, soccer, and cheerleading activities. Texas Sports Center will remodel the existing building to accommodate 9 full size high school-size basketball/volleyball courts, 10 indoor batting cages/pitching tunnels, 4 multipurpose fields, 2 indoor cheer floors, vending and concessions areas, a pro-shop, and 7 multi-purpose rooms that will be used for birthday parties, corporate events, coaches meetings and training consultations. Best Storage proposes to develop the remainder of the building to accommodate approximately 819 self-storage units provided on two levels. Each of the spaces will be divided with a demising wall the entire length of the building, no interior access is provided between the two. Best Storage will provide open access while the sales office is open and key pad access between 6am to 10pm for customers only. The storage units will only be accessed internally; the "storage doors" shown on the elevations are for architectural/decorative purposes only.
9. The applicant proposes to modify the south (front) and east elevations by re-facing the existing building with primarily brick veneer finish with stucco accents. The west elevation (facing South Shiloh Road) and the north elevation (facing W. Kingsley Road) will primarily remain as is. However, staff recommends a re-facing of the west elevation similar to that of the south and east to establish a more coherent appearance. Staff also recommends a compatible treatment of the north wall. Although the visibility of this elevation is limited by vegetation and a masonry wall, the absence of façade treatment on this elevation would be more noticeable against the re-facing proposed for the rest of the building. The existing structure contains a large metal barrel

roof element that runs the length of the building. This element will remain in place.

10. Per the proposal, the overall layout of the site will remain largely unchanged. The former Hypermart site required one (1) parking space for every 200 square feet of gross floor area; the site contains approximately 1,400 parking spaces. An Athletic Events Facility (Indoor) requires one (1) parking space for every 125 square feet of gross floor area. Based on the size of the facility 1,200 parking spaces are required. The parking requirement for a Self-Storage Facility is one (1) parking space for every 25 units, plus one space for every 300 square feet of gross floor area of office space plus one space for the manager's apartment. Based on this ratio, 36 parking spaces are required. The existing parking spaces are sufficient to accommodate the proposed uses.
11. Per the proposal, the existing parking area and site landscaping and screening including a screening wall and adjacent tree plantings along West Kingsley Road will be maintained and remain as is. However, the applicant intends to provide complimentary updates to the landscaping adjacent to the south façade (front) of the building with trees planted within three wells along the sidewalk adjacent to the building.
12. Self-storage uses in the Community Retail district require a Specific Use Provision prior to development. The applicant requests a Specific Use Provision for a period of thirty (30) years.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan designates the subject property as Business Center. Business centers provide a cluster of business offices and/or low impact industry, including campus-type developments that cumulatively employ large numbers of people. Operations within this development type occur internal to buildings resulting in minimal negative impacts (sound, air, traffic, outdoor lighting, storage, etc.) and are compatible with adjacent development types in architecture, character, scale, and intensity.

Catalyst Area South Garland

The Envision Garland Plan recognizes the subject area, the South Garland Avenue Catalyst Area, as one of seven strategic areas within the City. The South Garland Avenue Catalyst Area is considered to be a key commercial corridor, a gateway into the City from I-635 and an historic arterial connection to downtown Dallas.

Target Investment Area

The larger area and specifically the subject site are identified as a target investment area for the City. As a target investment area, the City's overall strategy is to diversify large infill sites (e.g., Hypermart) to transform the area into a viable employment and training center taking advantage of regional transit access. New opportunities along this corridor should focus on redevelopment and revitalization.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The subject site is surrounded by outparcels along South Garland Avenue, West Kingsley Road and South Shiloh Road. These outparcels contain a bus transit company, fast food restaurants, retail sales with gasoline pumps, used auto sales, car wash, vacant fire station and various other retail sales/personal service establishments. The southernmost remainder of the triangle formed by the bounding thoroughfares will be redeveloped as a Racetrac gas station.

Properties to the east across South Garland Avenue and the Kansas City Southern Railroad are zoned Industrial District and are developed with motels (S96-8, S99-30) and an electric substation. Property to the south across McCree Road is zoned Industrial District and is developed with J.L. Parker Plumbing. Property to the west across South Shiloh Road, is zoned Industrial District and is developed with the Prestige Ford auto dealership (S95-15). As previously mentioned, the site immediately south of the subject site will be developed with a Race Trac Retail Sales with Gas Pumps use. (PD 13-31).

Prepared By:

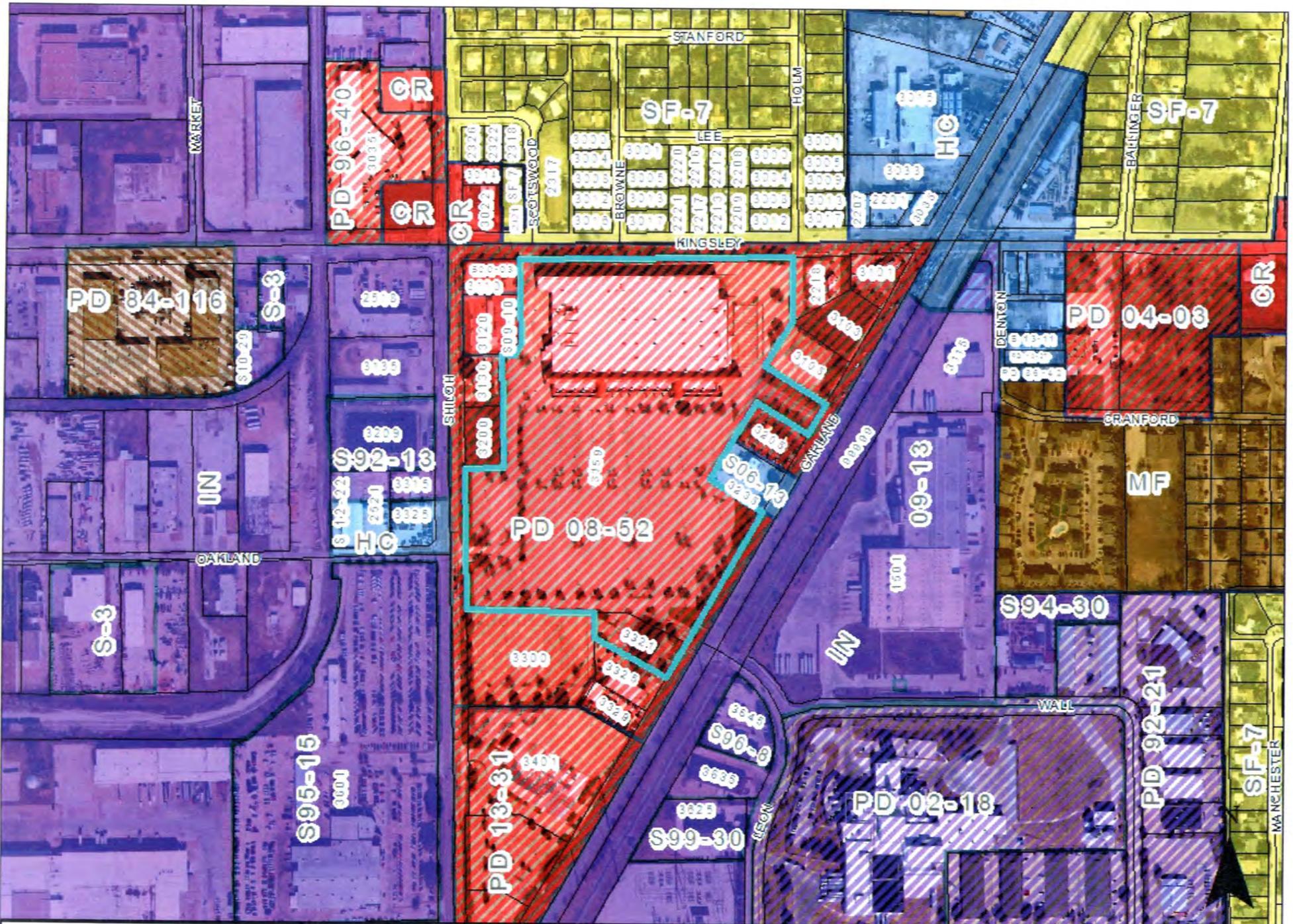
Will Guerin, AICP
Director of Planning

Date: November 20, 2015

Reviewed By:

Bryan L. Bradford
City Manager

Date: November 25, 2015



0 200 400 Feet
 1 inch = 400 feet

ZONING Z 15-26

 INDICATES AREA OF REQUEST

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE 15-26

3159 South Garland Avenue

- I. Statement of Purpose:** The purpose of this Planned Development District is to permit the development a Self-Storage and (Indoor) Athletic Events Facility on the subject property subject to conditions.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Community Retail (CR) District set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- A. Detail Plan:** Development shall be in general conformance with the Detail Plan set forth in Exhibit C. In the event of conflict between the Detail Plan and the conditions, the conditions shall prevail.
- V. Specific Regulations:**
- A. Permitted Uses:** Uses shall be as permitted within the Community Retail (CR) District.
- B. Specific Use Provision:** The Specific Use Provision for Self-Storage Facility shall be granted for a period of thirty (30) years. The self-storage use may not be issued a Certificate of Occupancy until the athletic events facility has been issued a Certificate of Occupancy and is conditioned on 150,000 square feet of the facility being occupied, maintained, and continuously and regularly used as an indoor athletic facility. For the purposes of this PD, "continuously and regularly used" means the indoor athletic event facility is open to the public, a minimum of 6 hours per day, 5 days per week, without interruption for more than 300 calendar days, and is being used for indoor athletic events.

EXHIBIT B

- C. Site Plan: Development shall be in general conformance with the site plan labeled Exhibit C.
- D. Screening and Landscaping: Screening and landscaping shall be provided as reflected on Exhibit D. The existing masonry screening wall with tree plantings along Kingsley Road shall remain. Parking lot landscaping shall be as reflected in Exhibit D.
- E. Building Elevations: The building elevations shall be in general conformance with Exhibit E. All attached signage shall be located as reflected in Exhibit E, and in conformance with Chapter 4 Article 5 of the Garland Development Code.
- F. Floor Plan: The floor plan of the (indoor) athletic events facility and footprint of the self-storage facility shall be generally as reflected in Exhibit F.
- G. Time Period: The Specific Use Provision shall be in effect for a period of 30 years.

EXHIBIT C

LEGEND

N, S, E, W	North South East West	DWGS	Degrees Feet or Minutes Inches or Seconds	sq. Ft.	Volume Page Cabinet Page	M.R.D.C.T.	Map Records Dallas County Texas	A/C	Air Conditioner	W.C.O.	Welder	C.O.	Clean Out	D.I.	Drain Inlet
⊕	Physically Disabled Parking	EB	Electric Box	DM	Electric Meter	EMW	Electric Manhole	FM	Fire Hydrant	GM	Gas Meter	GT	Grease Trap	GV	Gas Valve
FL	Flag Pole	LF	Light Pole	LP	Power Pole w/Transformer	TSP	Traffic Signal Pole	TSP	Traffic Signal Pole	TSP	Traffic Signal Pole	TSP	Traffic Signal Pole	TSP	Traffic Signal Pole
TR	Telephone Manhole	TR	Telephone Manhole	TR	Telephone Manhole	TR	Telephone Manhole	TR	Telephone Manhole	TR	Telephone Manhole	TR	Telephone Manhole	TR	Telephone Manhole
TR	Telephone Manhole	TR	Telephone Manhole	TR	Telephone Manhole	TR	Telephone Manhole	TR	Telephone Manhole	TR	Telephone Manhole	TR	Telephone Manhole	TR	Telephone Manhole

VICINITY MAP
1"=2000'



RECORD LEGAL DESCRIPTION

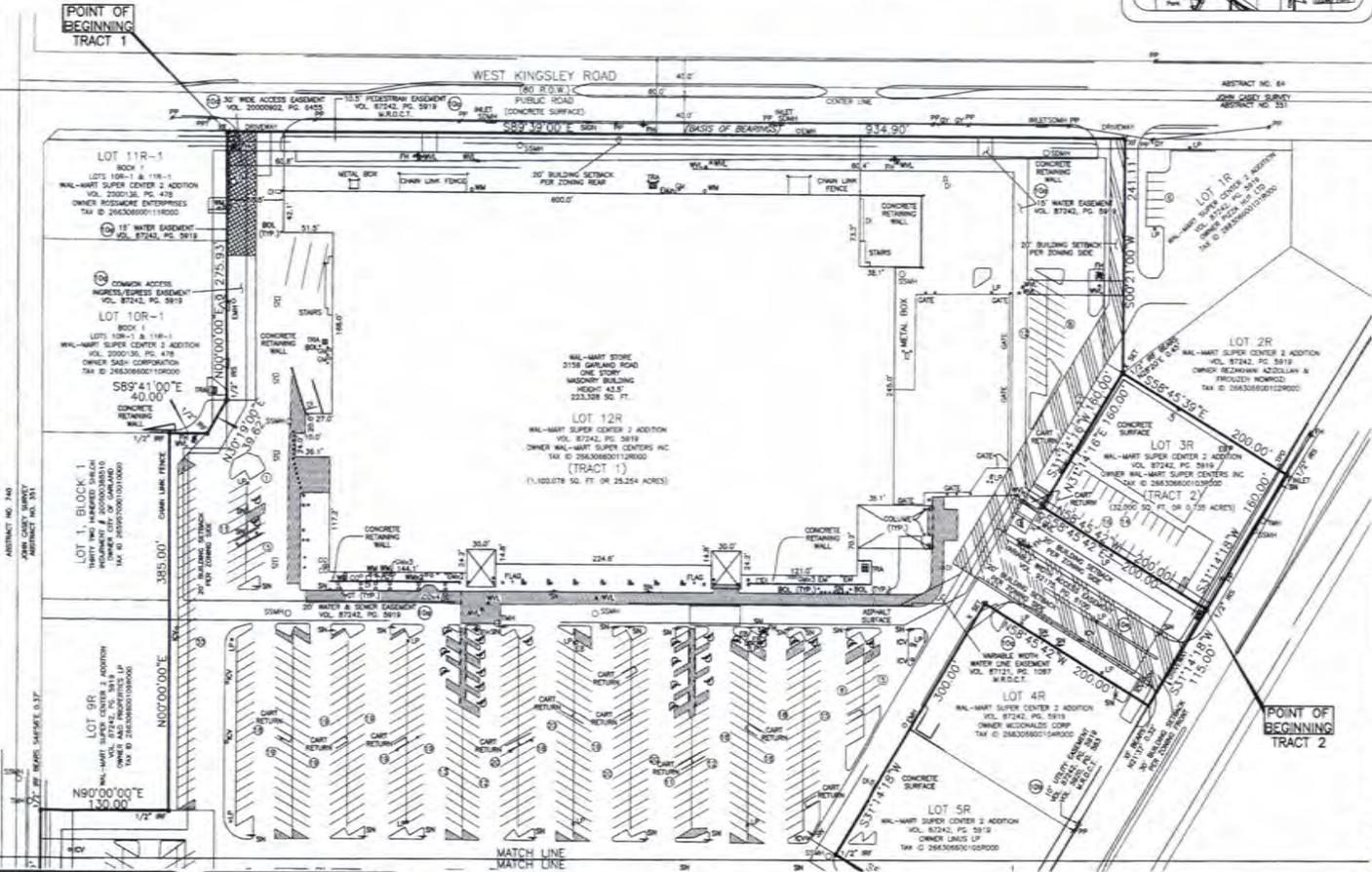
Tract 1
Lot 118 and 120, in Block 1, of WAL-MART SUPER CENTER 2 ADDITION, an addition to the City of Garland, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 87242, Page 5818, Plat Records, Dallas County, Texas.

Tract 2
Lot 30, in Block 1, of WAL-MART SUPER CENTER 2 ADDITION, an addition to the City of Garland, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 87242, Page 5819, Plat Records, Dallas County, Texas.

AS-SURVEYED DESCRIPTION

Tract 1
Lot 118 and 120 in Block 1, of WAL-MART Super Center 2 Addition, an addition to the City of Garland, Dallas County, Texas, as recorded in Volume 87242, Page 5818, Plat Records of Dallas County, Texas, and as properly being described in said Map or Plat thereof recorded in Volume 80057, Page 508 of the Plat Records of Dallas County, Texas and being more particularly described as follows:
BEGINNING at an "X" found for the northerly corner of Lot 120 and on the westerly right-of-way line of West Kingsley Road (on 80 feet right-of-way);
THENCE South 89°29'00" East along said West Kingsley Road for a distance of 504.90 feet to an "X" found;
THENCE South 02°27'00" West departing said West Kingsley Road for a distance of 241.11 feet from which a 1/2 inch iron rod bears North 22°27' East for a distance of 0.43 feet;
THENCE South 27°14'19" West for a distance of 180.00 feet to an "X" set;
THENCE South 58°43'42" East for a distance of 205.00 feet to a 1/2 inch iron rod set with cap stamped "9915 3423" on the northerly right-of-way line of South Garland Avenue (a 100 foot right-of-way);
THENCE South 18°18' West along said northerly right-of-way line of South Garland Avenue for a distance of 115.00 feet from which an "X" found bears North 27°37' West for a distance of 0.27 feet;
THENCE North 58°43'42" West departing said northerly right-of-way line of South Garland Avenue for a distance of 205.00 feet to an "X" set;
THENCE South 27°14'19" West for a distance of 205.00 feet to a 1/2 inch iron rod found;
THENCE North 58°43'42" East for a distance of 205.00 feet from which an "X" found bears North 7°34' for a distance of 0.25 feet on the westerly right-of-way line of South Garland Avenue;
THENCE South 27°14'19" West along said northerly right-of-way line of South Garland Avenue for a distance of 102.70 feet from which an "X" found bears South 48°22' East for a distance of 0.27 feet;
THENCE North 58°43'42" West departing said northerly right-of-way line of South Garland Avenue for a distance of 278.88 feet to an "X" set;
THENCE North 02°27'00" East for a distance of 82.43 feet to an "X" set;
THENCE North 89°29'00" West for a distance of 428.12 feet from which an "X" found bears South 77°11' East for a distance of 0.43 feet on the westerly right-of-way line of South Garland Avenue (a 100 foot right-of-way);
THENCE North 02°27'00" East along said westerly right-of-way line of South Garland Avenue for a distance of 453.72 feet from which a 1/2 inch iron rod found bears South 48°22' East for a distance of 0.27 feet;
THENCE North 89°29'00" East departing said westerly right-of-way line of South Garland Avenue for a distance of 130.00 feet to a 1/2 inch iron rod found;
THENCE North 02°27'00" East for a distance of 385.00 feet to a 1/2 inch iron rod found;
THENCE North 89°29'00" East for a distance of 40.00 feet to a 1/2 inch iron rod found;
THENCE North 30°18'00" East for a distance of 29.82 feet to a 1/2 inch iron rod set with cap stamped "9915 3423";
THENCE North 02°27'00" East for a distance of 275.83 feet to the POINT OF BEGINNING.

Tract 2
Lot 30, Block 1, of WAL-MART Super Center 2 Addition, an addition to the City of Garland, Dallas County, Texas as recorded in Volume 87242, Page 5819, Plat Records of Dallas County, Texas and being more particularly described as follows:
BEGINNING at a 1/2 inch iron rod set for the south corner of said Lot 30 and on the northerly right-of-way line of South Garland Avenue (a 100 foot right-of-way);
THENCE North 58°43'42" West departing said northerly right-of-way line of South Garland Avenue for a distance of 205.00 feet to an "X" set;
THENCE North 27°14'19" East for a distance of 180.00 feet to an "X" set;
THENCE South 58°43'38" East for a distance of 206.00 feet from which a 1/2 inch iron rod found bears North 22°27' East for a distance of 0.43 feet;
THENCE South 27°14'19" West for a distance of 180.00 feet to the POINT OF BEGINNING.
Being the same tract of land described in a Title Survey by Stewart Title Guaranty Company, File No. 10714002, dated October 1, 2007 at 8:30 a.m.



AGI LAND SURVEYING
ACCURATE RELIABLE RESPONSE
1129 S. TEXAS 75186
DALLAS, TEXAS 75216
PHONE (214) 288-8800
FAX (214) 288-8800
WWW.AGILANDSURVEYING.COM

DRAWING DATA
SCALE: 1" = 50'
DRAWN BY: DM
CHECKED BY: LF
DIV. No.:

REVISION DATA
Rev. 1: 11-22-07

0 50 100 150
GRAPHIC SCALE - 1" = 40'

ALTA/ACSM LAND TITLE SURVEY

Wal-Mart Stores, Inc.
Store No. 1820
3159 South Garland Ave.
City of Garland, TX

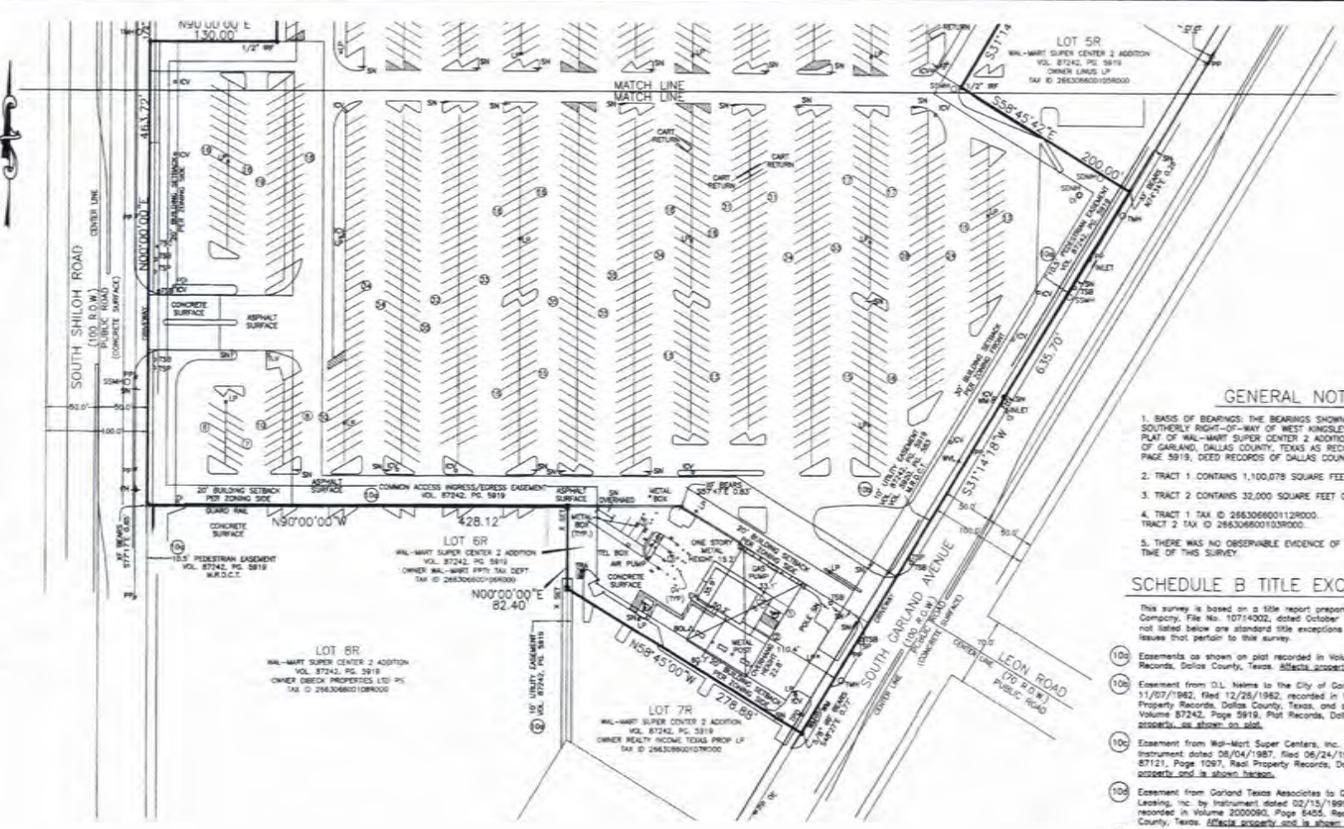
I hereby certify that Wal-Mart Realty Company, Stewart Title Guaranty Company and M&Associates, Inc. This is to certify that this map or plat and the survey on which it is based were made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS in 2005, and include Items 1-4, 6, 7(a), 7(b), 7(c), 8-11(a) and 13 of Title A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Texas, the relative positional accuracy of this survey does not exceed that which is specified therein.

David G. Ferguson
Registration No. 5832
State of Texas
Date of Survey: 10-28-07
Date of Last Revision: 11-20-07

LARRY G. FERGUSON
REGISTERED LAND SURVEYOR
No. 5832
State of Texas

PROJECT NAME: Wal-Mart Stores, Inc. PROJECT NO: 1045-07-1437
ADDRESS: 3159 South Garland Avenue CITY: Garland STATE: Texas

MKA associates, Inc.
FOR INQUIRIES CONCERNING THIS SURVEY CONTACT:
8888 COMMERCIAL COURT - SUITE 100
WASHERVILLE, VIRGINIA 20187
PHONE: (540) 488-8880
FAX: (540) 488-8880
A National Land Services Company



ZONING NOTES

Zoned: COMMERCIAL DISTRICT 2 (Tracts 1 & 2)
 Existing site conditions fall within permitted uses as listed in the City of Garland Zoning Regulations.
 Zoning Regulations are subject to interpretation, for further Zoning information contact: Sharon Siler
 (Contacted in person 10/30/07)
 City of Garland Zoning Department
 305 Austin Avenue
 (254) 750-5800

TRACT ONE
Bulk Regulations:
 1. Maximum building height: EXEMPT
 2. MAX. BUILDING COVERAGE: 50 %
 3. Minimum yard requirements:
 Front restriction: 30 feet
 Side restriction: 20 feet
 Rear restriction: 20 feet
Parking Tabulation:
 Regular parking spaces per Zoning 1 Per 200 sq. ft. of building, none sighted for Disabled parking per Zoning Department.

Observed Parking:
 1,321 Regular parking
 27 Disabled parking
 1,348 Total parking
NOTE: Parking is dependent on both zoning and City approval of parking spaces.

TRACT TWO
Bulk Regulations:
 1. Maximum building height: EXEMPT
 2. MAX. BUILDING COVERAGE: 50 %
 3. Minimum yard requirements:
 Front restriction: 30 feet
 Side restriction: 20 feet
 Rear restriction: 20 feet
Parking Tabulation:
 Regular parking spaces per Zoning 1 Per 200 sq. ft. of building, none sighted for Disabled parking per Zoning Department.

Observed Parking:
 30 Regular parking
 0 Disabled parking
 30 Total parking
NOTE: Parking is dependent on both zoning and City approval of parking spaces.

GENERAL NOTES

1. BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY OF WEST KINGSLEY ROAD, AS SHOWN ON THE PLAT OF WAL-MART SUPER CENTER 2 ADDITION, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS AS RECORDED IN VOLUME 87242, PAGE 5919, DEED RECORDS OF DALLAS COUNTY.
2. TRACT 1 CONTAINS 1,100,078 SQUARE FEET OR 0.735 ACRES.
3. TRACT 2 CONTAINS 32,000 SQUARE FEET OR 0.735 ACRES.
4. TRACT 1 TAX ID 265306001129000.
5. TRACT 2 TAX ID 265306001039000.
6. THERE WAS NO OBSERVABLE EVIDENCE OF CEMETERIES FOUND AT THE TIME OF THIS SURVEY.

SCHEDULE B TITLE EXCEPTION NOTES

This survey is based on a title report prepared by Stewart Title Guaranty Company, File No. 10714002, dated October 1, 2007 at 8:00 am. Items not listed below are standard title exceptions and/or are not matters or issues that pertain to this survey.

- 10c Easements as shown on plat recorded in Volume 87242, Page 5919, Deed Records, Dallas County, Texas. *Affects property and is shown on plat.*
- 10d Easement from D.L. Nelson to the City of Garland by instrument dated 11/07/1982, filed 12/28/1982, recorded in Volume 5920, Page 583, Real Property Records, Dallas County, Texas, and shown on plat recorded in Volume 87242, Page 5919, Plat Records, Dallas County, Texas. *Affects property and is shown on plat.*
- 10e Easement from Wal-Mart Super Centers, Inc. to the City of Garland by instrument dated 06/04/1987, filed 06/24/1987, recorded in Volume 87121, Page 1097, Real Property Records, Dallas County, Texas. *Affects property and is shown hereon.*
- 10f Easement from Garland Texas Associates to Colord Group Franchising and Leasing, Inc. by instrument dated 02/13/1999, filed 05/06/2000, recorded in Volume 920096, Page 8405, Real Property Records, Dallas County, Texas. *Affects property and is shown hereon.*
- 10g Easement from Wal-Mart Stores, Inc. to Pizzo Hut of America, Inc. by instrument dated 09/03/1992, filed 09/08/1992, recorded in Volume 92175, Page 8100 as corrected in instrument filed 10/28/1992, recorded in Volume 92209, Page 387, Real Property Records, Dallas County, Texas. *Affects property and is shown hereon.*
- 10i Terms, conditions and provisions of that certain Lease dated 12/28/1986, by and between Garland Tx Associates, as Lessor, and Supermart USA as Lessee, as evidenced by the instrument filed 01/03/1988, and recorded in Volume 89001, Page 365, Real Property Records, Dallas County, Texas. *Does not affect the subject property, but does not affect the boundary.*
- 10j Terms, conditions and provisions of that certain Sublease dated 04/22/1991, by and between Supermart USA, as Lessor, and Conoco, Inc. as Lessee, as evidenced by the instrument filed 01/03/1992, and recorded in Volume 92005, Page 3867, Real Property Records, Dallas County, Texas, and as affected by Assignment and Assumption of Lease filed 02/01/2007, recorded in Clerk's File No. 20070157674, Real Property Records, Dallas County, Texas. *Does not affect the subject property, but does not affect the boundary.*

POTENTIAL ENCROACHMENT NOTES

No potential encroachments found.

FLOOD ZONE NOTES

According to surveyor's interpretation of information shown on the National Flood Insurance Program (NFIP) "Flood Insurance Rate Map" (FIRM), Community Panel No. 4813C 0360 K, dated February 05, 2003, the property appears to be within Zone "X" and no portion of the property lies within a "Special Flood Hazard Area (SFHA)" inundated by 100-year "flood" zone as defined by the U.S. Department of Housing and Urban Development, Federal Insurance Administration, or the Federal Emergency Management Agency.

AGL LAND SURVEYING
 ACCURATE RELIABLE RESPONSIVE
 11281 S. HWY. NO. 34
 DOWNEY, TEXAS 75748
 PHONE (214) 281-8804
 FAX (214) 281-7338
 agl@aglland.com

DRAWING DATA	REVISION DATES
SCALE: 1" = 50'	REV: 1 11-25-07
DRAWN BY: GH	
CHECKED BY: LF	
DWG. NO.:	

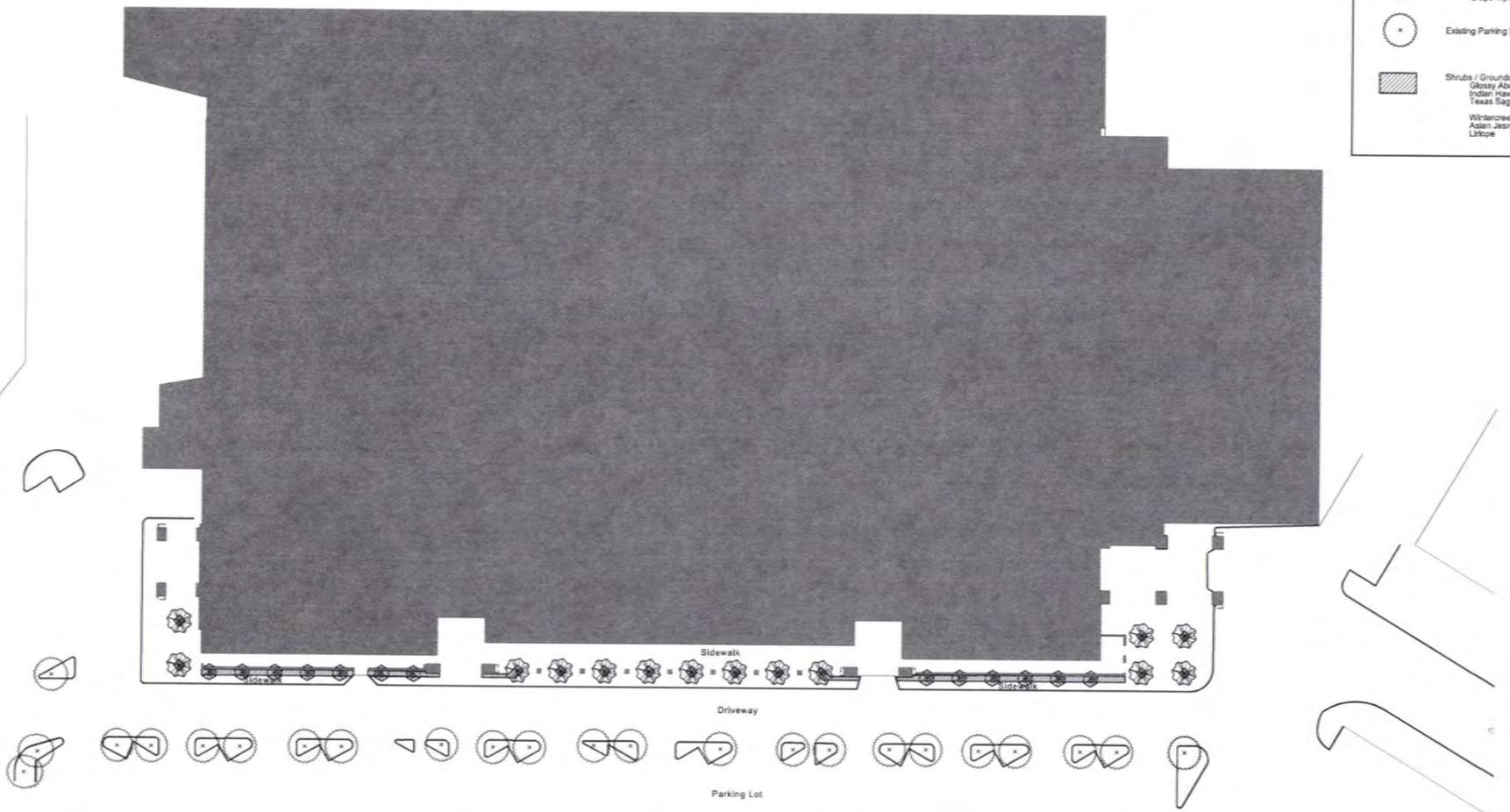


PROJECT NAME: Wal-Mart Stores, Inc. PROJECT No. 1045-07-1437
 ADDRESS: 3159 South Garland Avenue CITY: Garland STATE: Texas

MKA associates, Inc.
 A National Land Services Group
 FOR INQUIRIES CONCERNING THIS SURVEY CONTACT:
 8699 COMMERCIAL COURT - SUITE 100
 WASHINGTON, TEXAS 75787
 PHONE: (409) 438-5560
 FAX: (409) 438-5560

EXHIBIT D

Plant Palette	
	Small Ornamental Flowering Tree Mexican Plum Chaste Tree
	Medium Ornamental Trees Texas Redbud Crape Myrtle
	Existing Parking Lot Trees
	Shrubs / Groundcover Glossy Abelia Indian Hawthorn Texas Sage Wintercreeper Asian Jasmine Liriope



LEVINSON • ALCOSER
ASSOCIATES, L.P.

1177 W. Loop South, Suite 900 Houston, Texas 77027
tel 713.787.0000 fax 713.850.8250

Architecture • Planning • Engineering
Interior Design • Landscape Architecture

BEST STORAGE - GARLAND CENTER

PROPOSED LANDSCAPE PLAN

3159 SOUTH GARLAND AVENUE
GARLAND, TEXAS 77380

07/07/2015

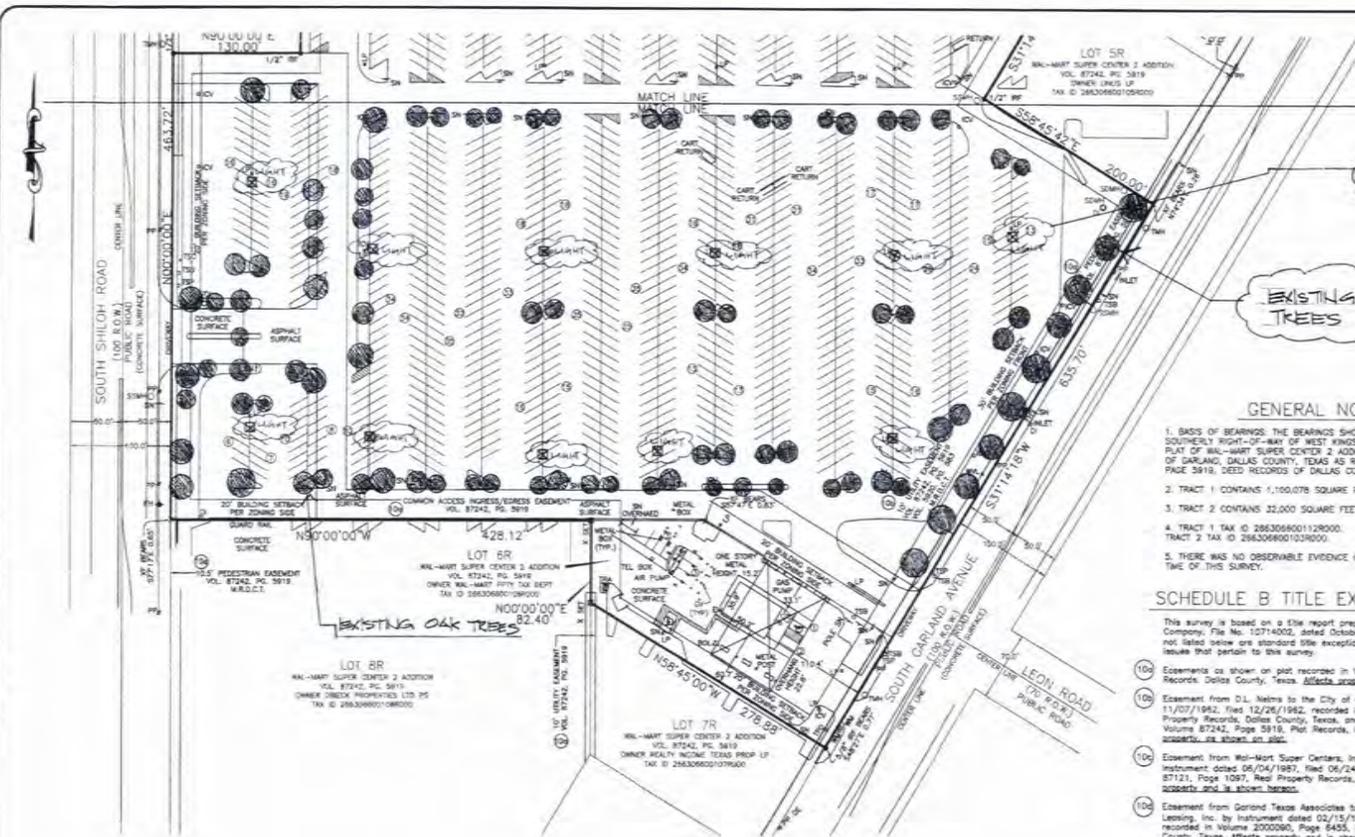
0' 10' 20' 40'

the original scale is 1"=30'-0"



north





ZONING NOTES

Zoned: **COMMERCIAL DISTRICT 2 (Tracts 1 & 2)**
 Existing site conditions fall within permitted uses as listed in the City of Garland Zoning Regulations.
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 City of Garland Zoning Department
 305 Austin Avenue
 (254) 750-5600

TRACT ONE

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TRACT TWO

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 Rear restriction: 20 feet

Parking Tabulation:
 Regular parking spaces per Zoning 1 Per 200 sq. ft. of building, none sighted for Disabled parking per Zoning Department.
Observed Parking:
 30 Regular parking
 0 Disabled parking
 30 Total parking

NOTE: Parking is dependent on both zoning and City approval of parking spaces.

GENERAL NOTES

1. BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY OF WEST KINGSLEY ROAD, AS SHOWN ON THE PLAT OF WAL-MART SUPER CENTER 2 ADDITION, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS AS RECORDED IN VOLUME 87242, PAGE 5918, DEED RECORDS OF DALLAS COUNTY.
2. TRACT 1 CONTAINS 1,100,078 SQUARE FEET OR 25.254 ACRES.
3. TRACT 2 CONTAINS 32,000 SQUARE FEET OR 0.735 ACRES.
4. TRACT 1 TAX ID: 2863068001129000.
 TRACT 2 TAX ID: 2863068001039000.
5. THERE WAS NO OBSERVABLE EVIDENCE OF CEMETERY FOUND AT THE TIME OF THIS SURVEY.

SCHEDULE B TITLE EXCEPTION NOTES

This survey is based on a title report prepared by Stewart Title Guaranty Company, File No. 10714002, dated October 1, 2007 at 8:00 a.m. Items not listed below are standard title exceptions and/or are not matters of issue that pertain to this survey.

- 100 Easements as shown on plat recorded in Volume 87242, Page 5918, Deed Records, Dallas County, Texas. *Affects property, as shown on plat.*
- 100 Easement from D.L. Naima to the City of Garland by instrument dated 11/07/1982, filed 12/26/1982, recorded in Volume 5925, Page 583, Real Property Records, Dallas County, Texas, and shown on plat recorded in Volume 87242, Page 5918, Plat Records, Dallas County, Texas. *Affects property, as shown on plat.*
- 100 Easement from Wal-Mart Super Centers, Inc. to the City of Garland by instrument dated 06/04/1987, filed 06/24/1987, recorded in Volume 87121, Page 1087, Real Property Records, Dallas County, Texas. *Affects property and is shown hereon.*
- 100 Easement from Garland Texas Associates to Colard Group Franchising and Leasing, Inc. by instrument dated 02/15/1999, filed 05/08/2000, recorded in Volume 2000090, Page 6453, Real Property Records, Dallas County, Texas. *Affects property and is shown hereon.*
- 100 Easement from Wal-Mart Stores, Inc. to Pizza Hut of America, Inc. by instrument dated 09/03/1992, filed 09/08/1992, recorded in Volume 92175, Page 6100 as corrected in instrument filed 10/28/1992, recorded in Volume 92209, Page 387, Real Property Records, Dallas County, Texas. *Affects property and is shown hereon.*
- 100 Terms, conditions and provisions of that certain Lease dated 12/23/1989, by and between Garland Tx Associates, as Lessor, and Hypermart USA, as Lessee, as evidenced by the instrument filed 01/03/1992, and recorded in Volume 89001, Page 365, Real Property Records, Dallas County, Texas. *Does apply and affect the subject property, but does not affect the boundary.*
- 100 Terms, conditions and provisions of that certain Sublease dated 04/22/1991, by and between Hypermart USA, as Lessor, and Conoco, Inc. as Lessee, as evidenced by the instrument filed 01/03/1992, and recorded in Volume 92005, Page 3967, Real Property Records, Dallas County, Texas, and as officiated by Assignment and Assumption of Lease filed 03/03/2007, recorded in Clerk's File No. 20070137574, Real Property Records, Dallas County, Texas. *Does apply and affect the subject property, but does not affect the boundary.*

POTENTIAL ENCROACHMENT NOTES

No potential encroachments found.

FLOOD_ZONE NOTES

According to surveyor's interpretation of information shown on the National Flood Insurance Program (NFIP) Flood Insurance Rate Map (FIRM), Community Panel No. 48113C 0360 K, dated February 05, 2003, the property appears to lie within Zone "X" and no portion of the property lies within a Special Flood Hazard Area (SFHA) inundated by 100-year flood zone as defined by the U.S. Department of Housing and Urban Development, Federal Insurance Administration, or the Federal Emergency Management Agency.

EXISTING LANDSCAPING & LIGHTING

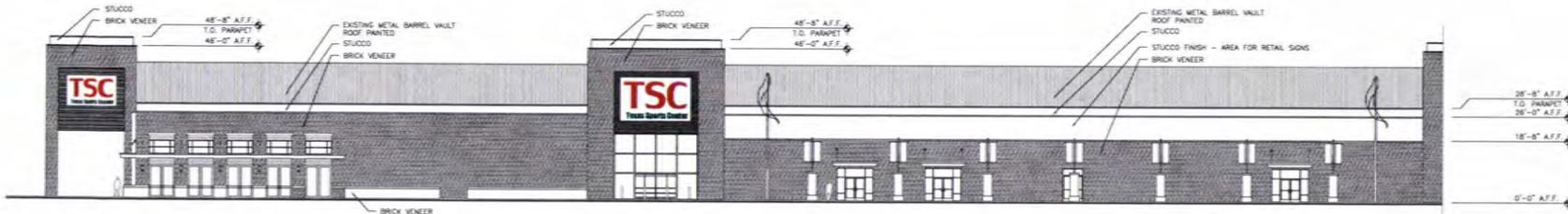
AGL LAND SURVEYING
 ACCURATE RELIABLE RESPONSIVE
 1281 S. HWY. NO. 24
 SUITE 100
 PHOENIX (214) 381-8604
 FAX (972) 212-7284
 aagl@aol.com

DRAWING DATA	REVISION DATES
SCALE: 1" = 50'	Rev-1 11-22-07
DRAWN BY: CM	
CHECKED BY: LP	
DWG. No.:	

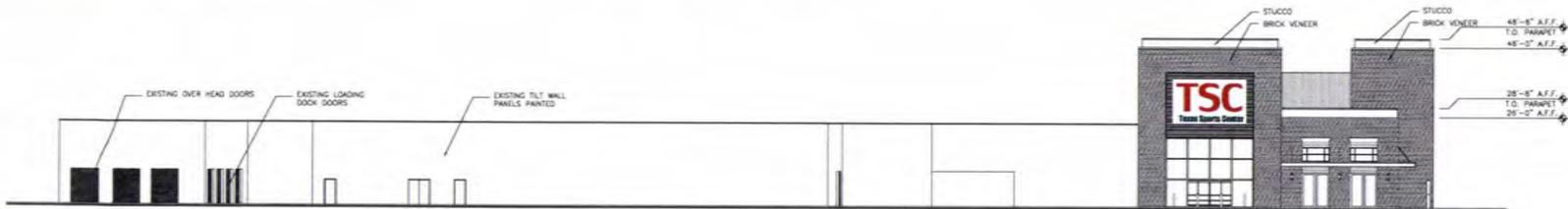
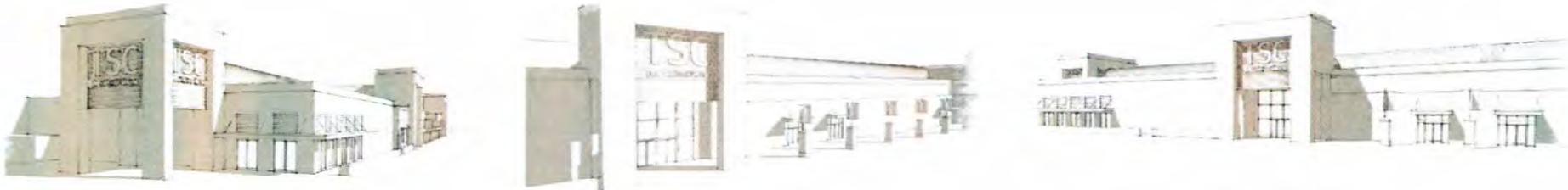


PROJECT NAME: Wal-Mart Stores, Inc. PROJECT No: 1045-07-1437
 ADDRESS: 3159 South Garland Avenue CITY: Garland STATE: Texas

MKA associates, Inc.
 A National Land Services Group
 FOR INQUIRIES CONCERNING THIS SURVEY CONTACT:
 6598 COMMERCE COURT - SUITE 100
 WASHINGTON, VIRGINIA 22017
 PHONE: (640) 428-5650
 FAX: (640) 428-5650



3 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

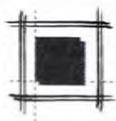


2 WEST ELEVATION
SCALE: 1/16" = 1'-0"



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

EXHIBIT E



LEVINSON • ALCOSER
ASSOCIATES, L.P.

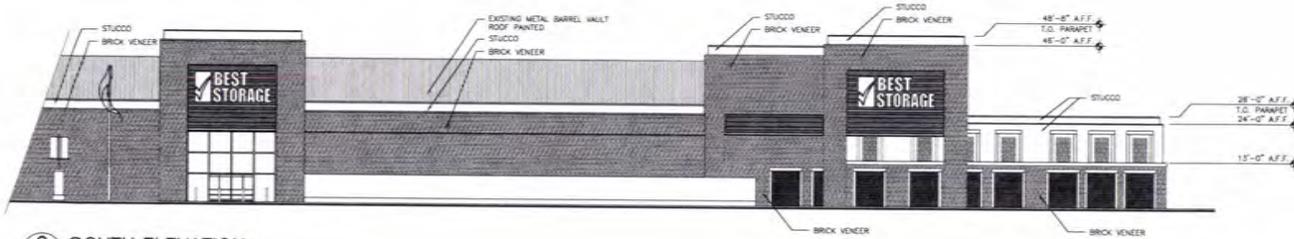
1177 W. Loop South, Suite 900 Houston, Texas 77027
tel 713.787.0000 fax 713.850.8250

Architecture • Planning • Engineering
Interior Design • Landscape Architecture

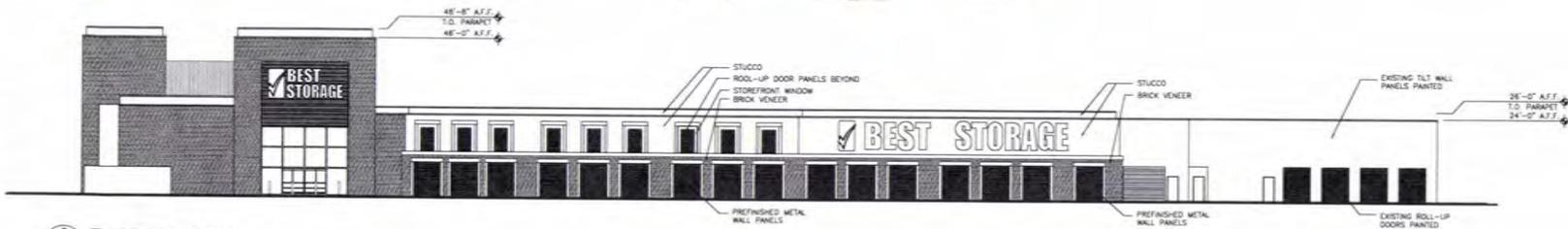
BEST STORAGE - GARLAND CENTER
PROPOSED TEXAS SPORTS CENTER ELEVATIONS

3159 SOUTH GARLAND AVENUE
GARLAND, TEXAS 77380
07 / 21 / 2015

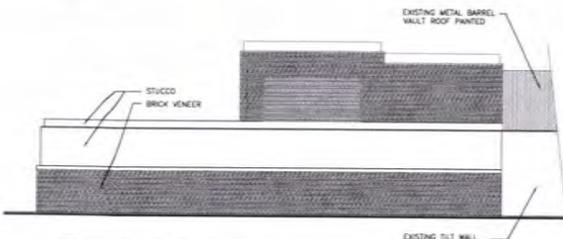




3 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



2 EAST ELEVATION
SCALE: 1/16" = 1'-0"



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

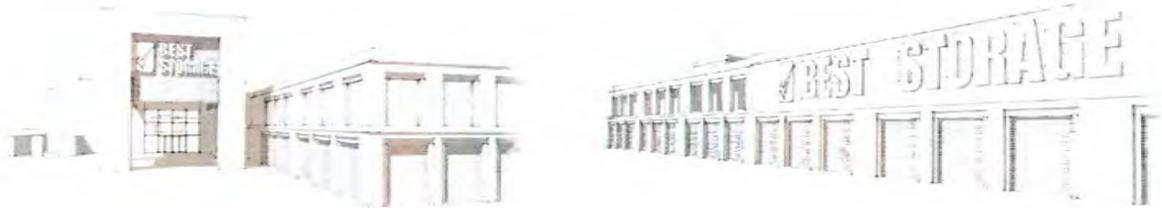
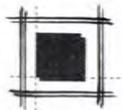


EXHIBIT E



LEVINSON • ALCOSER
ASSOCIATES, L.P.

1177 W. Loop South, Suite 900 Houston, Texas 77027
tel 713.787.0000 fax 713.850.8250

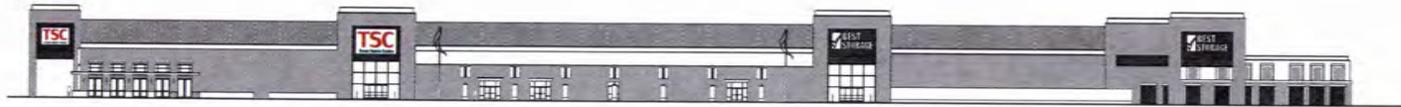
Architecture • Planning • Engineering
Interior Design • Landscape Architecture

BEST STORAGE - GARLAND CENTER
PROPOSED BEST STORAGE ELEVATIONS

3159 SOUTH GARLAND AVENUE
GARLAND, TEXAS 77380

07 / 21 / 2015

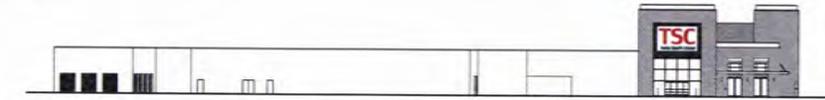




4 SOUTH ELEVATION
SCALE: 1" = 30'-0"



3 EAST ELEVATION
SCALE: 1" = 30'-0"

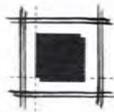


2 WEST ELEVATION
SCALE: 1" = 30'-0"



1 NORTH ELEVATION
SCALE: 1" = 30'-0"

EXHIBIT E



LEVINSON • ALCOSER
ASSOCIATES, L.P.

1177 W. Loop South, Suite 900 Houston, Texas 77027
tel 713.787.0000 fax 713.850.8250

Architecture • Planning • Engineering
Interior Design • Landscape Architecture

BEST STORAGE - GARLAND CENTER

PROPOSED ELEVATIONS

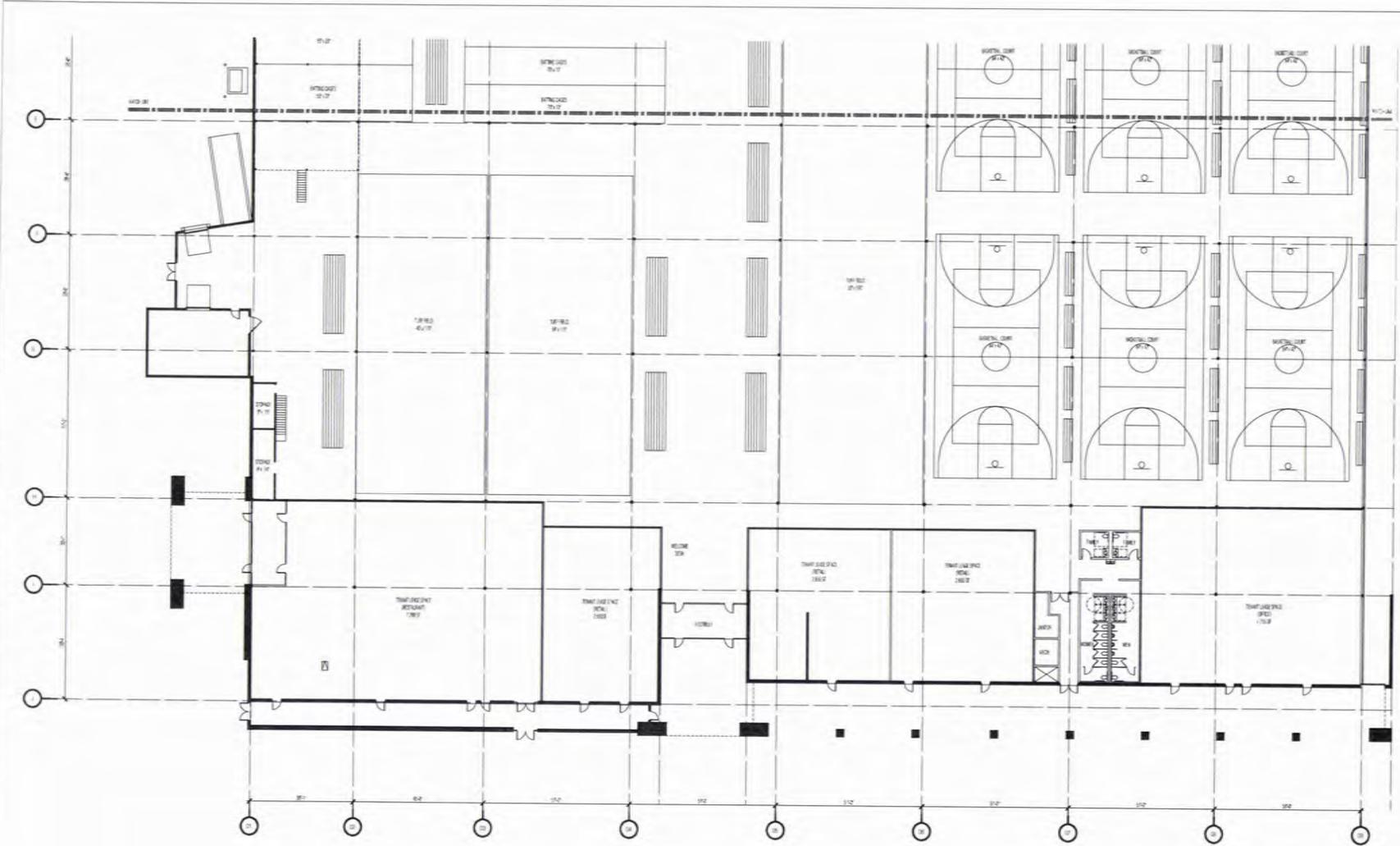
3159 SOUTH GARLAND AVENUE

GARLAND, TEXAS 77380

07 / 21 / 2015



EXHIBIT F



TOTAL AREA: 151,490 SF (GROSS)
 ESTIMATED OCCUPANCY: 2,818



NOT FOR CONSTRUCTION
 DRAWING TO BE USED FOR PERMITS AND AS BIDDING ONLY
 NOT FOR ANY OTHER PURPOSES OR CONSTRUCTION

TEXAS SPORTS CENTER
 3159 S GARLAND AVE
 GARLAND, TX 75041
 PRELIMINARY REVIEW

△	_____
△	_____
△	_____
△	_____
△	_____

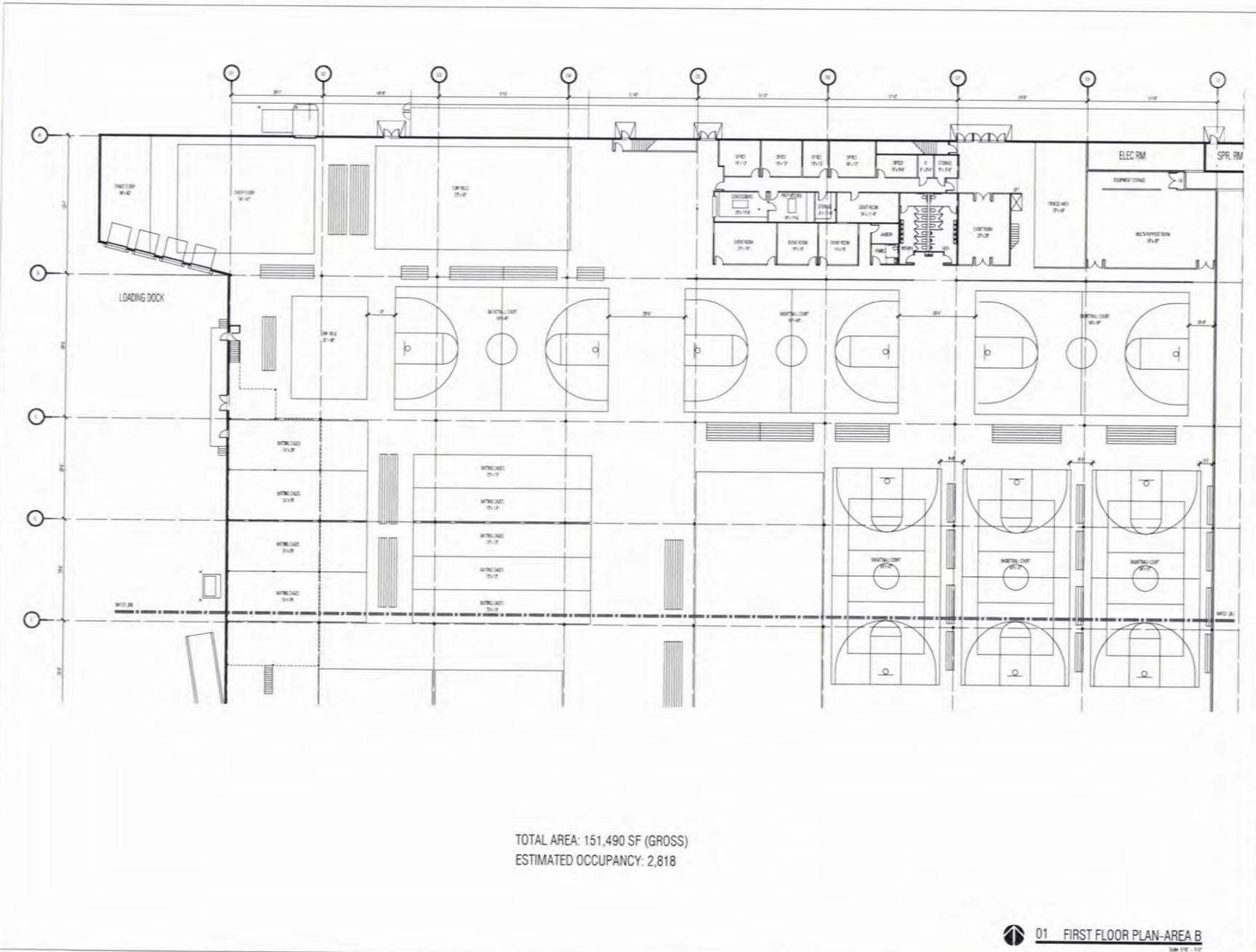
FLOOR PLAN
 AREA A

Project No. _____
 Date 07.08.15
 Last Revision _____

01 FIRST FLOOR PLAN-AREA A

A1.11a

EXHIBIT F



TOTAL AREA: 151,490 SF (GROSS)
 ESTIMATED OCCUPANCY: 2,818

01 FIRST FLOOR PLAN-AREA B
 Scale: 1/8" = 1'-0"



2201 PRAIRIE AVE. / SUITE 300 / DALLAS, TX 75211 / (214) 405-8811 / info@thea.com
 © 2008 THE ARCHITECTS, PLLC

NOT FOR CONSTRUCTION
 DRAWING FOR PRELIMINARY REVIEW ONLY
 NOT FOR PERMITTING OR RECORDS OF CONSTRUCTION

TEXAS SPORTS CENTER
 3159 S GARLAND AVE
 GARLAND, TX 75041
 PRELIMINARY REVIEW

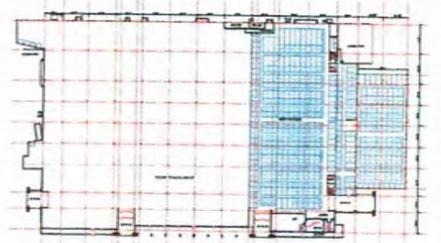
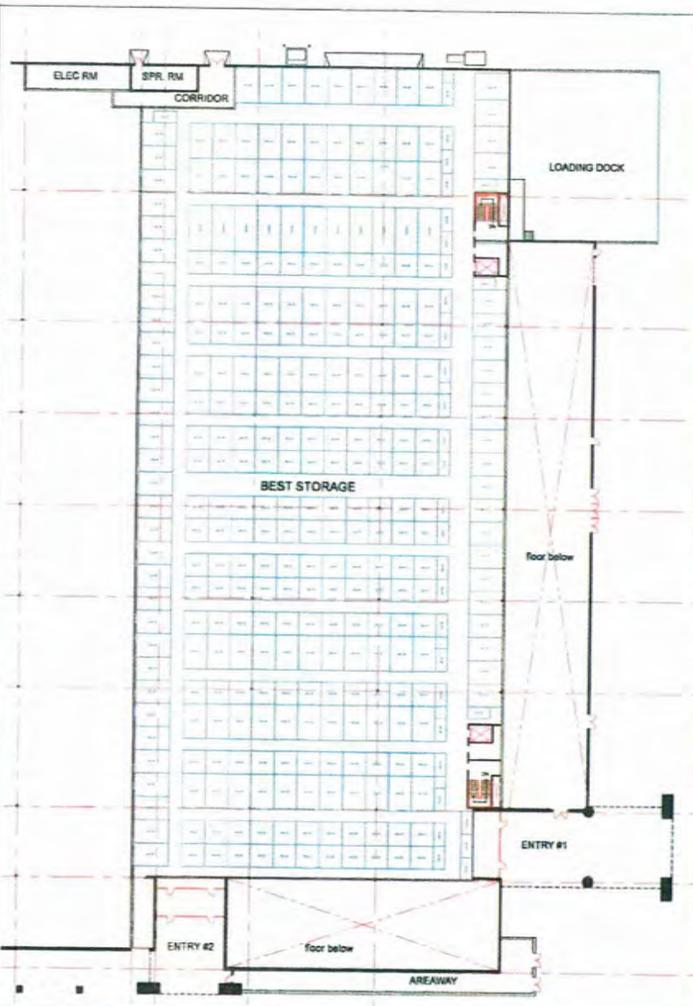
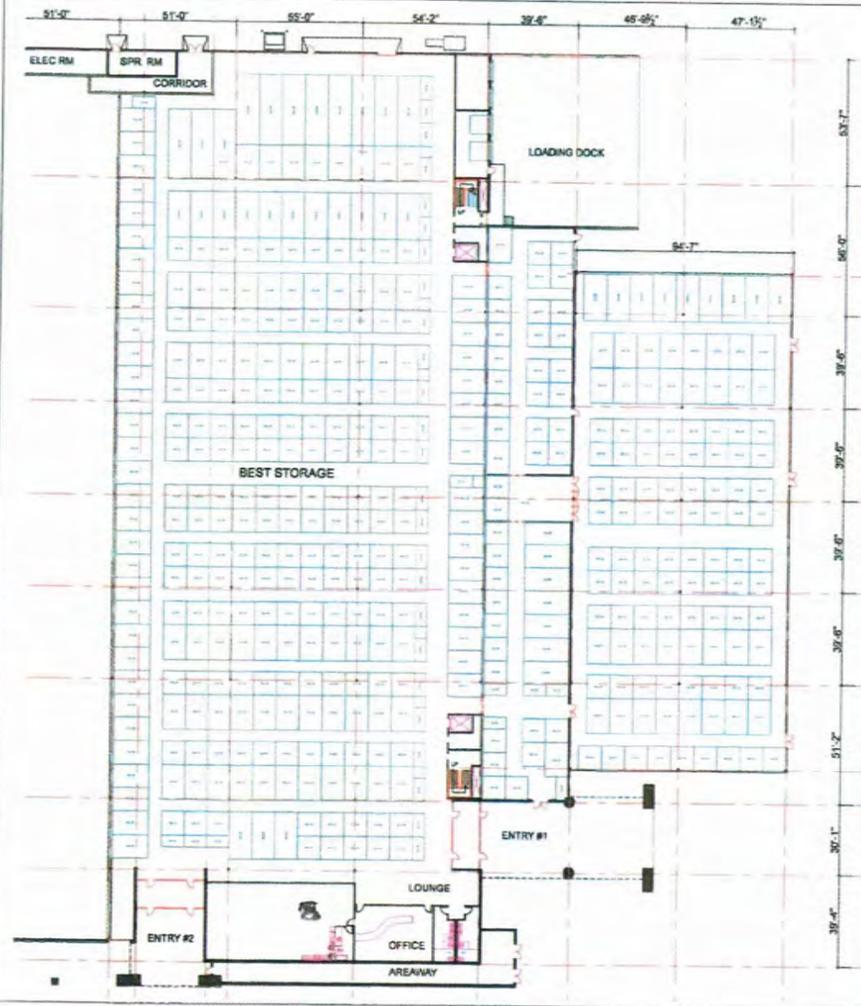
▲	_____
▲	_____
▲	_____
▲	_____
▲	_____
▲	_____

FLOOR PLAN
 AREA B

Project No. _____
 Date 07.08.15
 Last Revision _____

A.11b

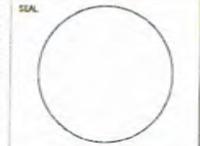
EXHIBIT F



BEST STORAGE

Garland, TX

ALL RIGHTS RESERVED. THESE DESIGN DRAWINGS ARE THE SOLE PROPERTY OF BEST STORAGE DESIGN & DEVELOPMENT AND MAY NOT BE REPRODUCED IN ANY FORM OR MANNER WITHOUT PREVIOUS WRITTEN PERMISSION.



ROCKWELL AE, LLC
JOHN PASSALUNIS, RA
TEXAS REGISTRATION #22242

2	BUILDING DEPT SET	NA
No.	Revision/Issue	Date

File Name and Address
BEST STORAGE
DESIGN & DEVELOPMENT
 3718 GULF FREEWAY
 DICKINSON, TX 77538

Project Name and Address
BEST STORAGE
Garland Ctr
 GARLAND AVE
 DALLAS, TX

Sheet Title
FLOOR PLAN

Project	BS-001	Sheet	SK2
Drawn By	JP		
Date	02-24-15		
Scale	NTS	SHEET 1 of 1	

REV 17 2015 06 23 25

TEXAS SPORTS CENTER
(125,925 SF GROSS)

MEZZANINE
(6,850 SF GROSS)

LEASABLE TENANT SPACE
(15,365 SF GROSS)



EXHIBIT F

PRELIMINARY FLOOR PLAN

Texas Sports Center
Garland, TX

*** ALL SQUARE FOOTAGES ARE APPROXIMATE ***



Date: 04.28.15

REPORT & MINUTES

P.C. Meeting, October 12, 2015 (9 Members Present)

Consideration of the application of Best Storage, LLC, requesting approval of 1) an amendment of Planned Development (PD) 08-52 for Community Retail uses, 2) a Detail Plan for a Self-Storage and (indoor) Athletic Events Facility, and 3) a Specific Use Provision for Self-Storage. This property is located at 2159 South Garland Avenue. (District 5) (File Z 15-26)(This item was postponed from the September 21, 2015 Plan Commission Meeting)

Representing the applicant, Robin Parsley, 56 Lazy Lane, provided an overview of the request and elaborated on previous conversions, security measures, accessibility, care taker quarters and hours of operation.

Commissioner Fisher raised questions regarding security concerns, building aesthetics, the length of the SUP requested, and the Market Analysis.

Commissioner Vera requested additional information regarding what would happen if the athletic facility business closes its door.

The applicant, Jason Crispin, 6859 Tokalon Dr, Dallas, TX provided additional information regarding the Texas Sports Center and the sports, competitions and leagues that will be offered.

Commissioner Vera requested the applicant to elaborate on the receptions that will be offered.

Speaking in opposition Stephen Yearout, 2135 Stonehenge Drive, Garland, TX 75041, John Willis, 2116 Patricia Lane, Garland, TX, and Wayne Martin, 210 Ridgecrest Drive, Garland, TX expressed concerns regarding the request, length of the SUP and the non-conformity with the Envision Garland Comprehensive Plan.

Speaking in support of the sports facility request, but in opposition of the storage facility, Oscar Esparza, 2020 Morningside Drive, Garland, TX, has concerns with the stigma of a self-storage facility.

Registering his position as opposed, but not speaking, Steve Johnson, 1218 Marion, Garland, TX.

The applicant Mr. Parsley followed up with supplementary information regarding the stigma of self-storage facilities; they have no intention of

expanding the storage facility and reiterated the funding is contingent on only the approval of a 30 year SUP.

Motion was made by Commissioner Welborn, second by Commissioner O'Hara to deny the application and open for discussion.

Commissioner Luckie requested from Staff if the option was available to stipulate conditions of the SUP.

There was discussion among the Commissioners regarding the aesthetics of the building, over-saturation of self-storage facilities, the Envision Garland Comprehensive Plan and Catalyst Area.

Motion carried: 5 Ayes, 4 Nays from Chairman Roberts and Commissioners Vera, Fisher, Ott.



GARLAND

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

August 13, 2015

HEARING DATE/TIME: Plan Commission: August 24, 2015 – 7:00 PM

APPLICANT: Best Storage, John Passalaris

File: Z 15-26

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, August 24, 2015, in the Goldie Locke Room of the Duckworth Utility Services Building, 217 North Fifth Street, to consider the application of **Best Storage**, requesting approval of 1) an amendment of Planned Development (PD) 08-52 for Shopping Center (SC) Uses [Community Retail uses under Ordinance 6773] 2) a Concept Plan and Detail Plan for a Self-Storage and (indoor) Athletic Events Facility, and 3) a Specific Use Provision for Self-Storage.

Being Lots 1R, 2R, 3R, 4R, 5R, 6R, 7R, 8R, 9R, 10R1, 11R1, and 12R, Block 1, Wal-Mart Super Center 2 Addition, City of Garland, Dallas County, Texas, containing 34.598 acres; Tract 1, Garland Kingsley Addition, City of Garland, Dallas County, Texas, containing 0.574 acres; Lot 1, Block 1, Thirty-Two Hundred Shiloh Addition, City of Garland, Dallas County, Texas, containing 0.507 acres; Lot 1, Block A, Wysong Addition, City of Garland, Dallas County, Texas, containing 0.459 acres; and Lots 1, 1.1 and 1.2, Myers Addition, City of Garland, Dallas County, Texas, containing 6.594 acres. These properties are bound by West Kingsley Road, South Garland Avenue and South Shiloh Road, and are known as 2218 West Kingsley Road; 3101, 3103, 3105, 3107, 3109, 3159, 3321, 3325, 3329, and 3401 South Garland Avenue; and 3110, 3120, 3200 and 3300 South Shiloh Road. Together these properties contain a total of 42.732 acres. This property is located at 3159 Garland Avenue (District 5).

Note: The applicant requests approval of a Concept Plan and a Detail Plan as part of an amendment to Planned Development (PD) 08-52 for Community Retail (CR) to redevelop the former "Hypermart" building with indoor athletic events facility, self-storage and retail/office space.

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 Isaac Williams 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 development of this 42.732 acres is monumental in the desired revitalization of Garland. This multi and mixed business uses will attract a variety of income sources and will expose current businesses to new clientele.

Debra Langdon

(Please complete the following information)

Your Property Address

3135 South Shiloh, Garland, TX

Printed Name

D+J Legacy, LLC - Debra Langdon - Jill Ann Witte

Address

3643 Valverde CR., Jacksonville, FL 32224

City, State

Zip

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

Debra Langdon

Signature

Date:

8-20-2014

President

Title



GARLAND

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

August 13, 2015

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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

3004 BROWNE DR

Printed Name

MARJORIE PRESHET

GARLAND TX

75041

Address

City, State

Zip

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



GARLAND

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

August 13, 2015

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

I am opposed to self storage 1) If self storage is going to be in dead ground crowd and retail office extremely bad idea as far as security would be considered 2) outdoor storage is going to create bad image for our city specially that area would be

Your Property Address:

Azizallah-Rezakhan

Printed Name

3401 South Garland Rd Garland TX 75041

Address

City, State

Post # 3103

Beside is going to hunt

Zip

Other Business

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

to build self storage

Thank you

All responses from this point on are outside of the notification area.

November 6, 2015

Mayor Doug Athas
Garland City Hall
200 N. 5th Street
Garland, Texas 75040

Dear Mayor Athas,

I am writing on RaceTrac's behalf to express our support for the rezoning of the vacant property located at the southwest corner of South Garland Avenue and Kingsley Road.

The redevelopment of this property into a storage facility and sports center will encourage continued economic development in the area, driving increased business growth and making it more attractive to future investors.

We at RaceTrac are excited about the potential impact of this project and look forward to working alongside the Texas Sports Complex as part of the Garland community. We hope you and your colleagues on the council will consider the business benefits of this opportunity and approve the rezoning of this property.

Cordially,



Steve Rittle
RaceTrac

Allmendinger, Tracy

From: Guerin, Will
Sent: Wednesday, November 04, 2015 8:14 AM
To: Allmendinger, Tracy
Subject: FW: Do NOT want storage facility.

From: Lyle Medford [<mailto:lylemedford@yahoo.com>]
Sent: Tuesday, November 03, 2015 8:40 PM
To: Guerin, Will
Subject: Do NOT want storage facility.

My name is Lyle Medford, I live at 2337 Mockingbird Ln, Garland 75042. I strongly do NOT want the old hypermart to become a storage/athletic facility. This part of Garland already has enough storage facilities. Between all the storage facilities and used car lots it gonna be hard for this part of Garland to be attractive for more prospering buisness. So I feel the best bet is to wait for something better for the community and city to come and use that space. Allowing another storage place is not going to help the city in the long run.

Thank you
Lyle Medford

Outside notification

[Sent from Yahoo Mail on Android](#)

Allmendinger, Tracy

From: Samantha Jackson <rahayne@verizon.net>
Sent: Tuesday, November 03, 2015 12:35 PM
To: Allmendinger, Tracy
Subject: Public Storage Facility at Old Hypermart Site

To whom it may concern,

I do **not** want a public storage facility at the old hypermart site. I do not see how this type of business will create jobs or generate any significant tax revenue for the City, and for that matter, have a positive effect on my property value. Envision Garland & the Centerville Marketplace Study set forth some very good guidelines for the development of the area. This use does not comply with the guidelines and suggestions set forth in either one of these and, I feel, should not even be considered.

Sincerely,

Samantha Jackson
1208 Briarwood
Garland, TX 75041

Outside notification area

Allmendinger, Tracy

From: Guerin, Will
Sent: Thursday, November 05, 2015 7:33 AM
To: Allmendinger, Tracy
Subject: FW: Please don't drown South Garland! DENY mini-warehouses @ Hypermart!

From: Donna Baird [<mailto:donnabaird8@gmail.com>]
Sent: Wednesday, November 04, 2015 5:14 PM
To: Council5; Guerin, Will
Subject: Please don't drown South Garland! DENY mini-warehouses @ Hypermart!

Mr. Billy Mack Williams,

I respectfully request that you please vote to DENY the applicant's request to rezone that property to allow mini-warehouses. I don't want 20% storage, 33% storage, or ANY% mini-warehouse in that site. South Garland has immense potential! It's beautiful! Please don't destroy this entrance to our city! Help us build something beautiful. I know progress will take decades for us to achieve, but if you approve this mini-warehouse, it will drown us immediately and forever.

Donna Baird
3109 Medina Drive
Garland, TX 75041

Outside notification area

Allmendinger, Tracy

From: Guerin, Will
Sent: Wednesday, November 04, 2015 4:45 PM
To: Allmendinger, Tracy
Subject: FW: Hypermart

From: Mike Baker [<mailto:DMBaker@garlandisd.net>]
Sent: Wednesday, November 04, 2015 2:01 PM
To: Guerin, Will
Subject: Hypermart

Sir, this is regarding the proposed miniwarehouses on this site. This is a prime piece of real estate, 3 blocks off the busiest 8 lane highway in the county. I feel the theory of it's better occupied by something than waiting, is getting no better clientele. This is exactly why we have a head shop on 3 of the 4 major thoroughfares coming into Garland. Something is not necessarily better than working to get a better tenant. Send the economic dev team out and call Mary Kay, they are looking for a home. Follow the lead of other suburburbs that are flourishing not floundering. Don't approve MINIWAREHOUSES On this site.

D M Baker LAT M Ed HOG GES
Garland HS
310 S Garland
Garland, tTx 75040
O-9724948492X60097
C-2143823074
F-9724948515
EM-Dmbaker@garlandisd.net

Outside notification area

Allmendinger, Tracy

From: Guerin, Will
Sent: Thursday, November 05, 2015 7:34 AM
To: Allmendinger, Tracy
Subject: FW: Please Deny warehouses at hypermart

-----Original Message-----

From: Claire [<mailto:clairewrenjackson@gmail.com>]
Sent: Thursday, November 05, 2015 6:48 AM
To: Council5; Guerin, Will
Subject: Please Deny warehouses at hypermart

I respectfully request that you please vote to DENY the applicant's request to rezone that property to allow mini-warhouses. Please help up to grow Garland into a beautiful place and an attractive place for families to move into. Thanks for all the work you put in! We appreciate you.

Claire Jackson
3113 ridgedale drive
Garland tx 75041

Outside notification area.

Allmendinger, Tracy

From: Guerin, Will
Sent: Thursday, November 05, 2015 7:34 AM
To: Allmendinger, Tracy
Subject: FW: Hypermart

-----Original Message-----

From: Kemp Derrick [<mailto:kderr91@icloud.com>]
Sent: Wednesday, November 04, 2015 4:22 PM
To: Guerin, Will
Subject: Hypermart

I am totally against the proposed self storage and any other facility going in this location. Why can Garland not attract some quality businesses here. Even if the current facility has to be torn down!!!

Sent from my iPad

no address listed.

Allmendinger, Tracy

From: Guerin, Will
Sent: Wednesday, November 04, 2015 12:21 PM
To: Allmendinger, Tracy
Subject: FW: Please oppose the redevelopment plan for the former 'Hypermart' location

Another one..

From: kristin@lucidos.com [<mailto:kristin@lucidos.com>]
Sent: Wednesday, November 04, 2015 12:19 PM
To: Council4
Cc: Guerin, Will
Subject: Please oppose the redevelopment plan for the former 'Hypermart' location

Councilman Williams,

As a neighbor across Duck Creek from you and 14-year Ridgewood residents, my husband and I care deeply about positive development and growth in our immediate neighborhood and in South Garland in general. Please oppose the plan to develop a massive, lasting, and unappealing multi-unit storage facility on our doorstep, as it will result in neither of these.

This is the exact opposite of the kind of first impression that we want visitors to have as they enter our city from the West on Kingsley and from 635. It will also deter other reputable, established businesses from locating in the area, continuing to set South Garland back from the growth we so badly need.

Simply put, please be patient and work for a better solution for the sake of our area. This is not a 'fix' at all, and will not serve Garland in the long run.

Sincerely,
Kristin Lucido

no address listed

Allmendinger, Tracy

From: Guerin, Will
Sent: Tuesday, November 03, 2015 3:13 PM
To: Allmendinger, Tracy
Subject: FW: Hypermart

FYI, another response.

From: Council5
Sent: Tuesday, November 03, 2015 3:12 PM
To: Williams, Councilman Billy Mack
Cc: Guerin, Will
Subject: FW: Hypermart

FYI
Rosalinda

-----Original Message-----

From: Kemp Derrick [<mailto:kderr91@icloud.com>]
Sent: Tuesday, November 03, 2015 3:04 PM
To: Council5
Subject: Hypermart

I vote a big fat NO to the proposed use of the site for self storage. Totally gross!! No more used car lots or self storage units!!

Sent from my iPad

no address listed

Allmendinger, Tracy

From: Guerin, Will
Sent: Wednesday, November 04, 2015 8:14 AM
To: Allmendinger, Tracy
Subject: FW: Hypermart

From: Stephanie Davis [mailto:stephanie_davis006@yahoo.com]
Sent: Tuesday, November 03, 2015 8:12 PM
To: Guerin, Will
Subject:

SAY NO TO THE STORAGE IN THE OLD HYPERMART !!!!!

Stephanie A. Davis LVN
75041 since 1981....a homeowner & TAX PAYER !!!!!

no address listed

Allmendinger, Tracy

From: Guerin, Will
Sent: Wednesday, November 04, 2015 8:14 AM
To: Allmendinger, Tracy
Subject: FW: HYPERMART STORAGE

Here is another one; I'm about to send you two more..I believe the next two have their addresses on them so I assume if they're within the 400' we would mark that on the map?

Will

-----Original Message-----

From: Susan Shelby [<mailto:sshelby3126@yahoo.com>]
Sent: Tuesday, November 03, 2015 7:20 PM
To: Guerin, Will
Subject: HYPERMART STORAGE

Mr. Guerin:

Say NO to this! This is right off LBJ after welcoming to Garland and the new signs pointing to our HISTORIC Downtown??

It was a big day when
HYPERMART put in but I seriously doubt this would be met with the same FANFARE ☐

Really???

no address listed

Thank You,

Susan Shelby

Sent from my iPhone

Allmendinger, Tracy

From: Guerin, Will
Sent: Monday, September 21, 2015 3:39 PM
To: Allmendinger, Tracy
Cc: Allen, Chasidy; Frazier, Kelley; Williams, Isaac
Subject: FW: NO to storage @ Hypermart site

FYI. Here is one response on the Hypermart.

-----Original Message-----

From: Council5
Sent: Monday, September 21, 2015 3:37 PM
To: Williams, Councilman Billy Mack
Cc: Martinez, Rosalinda; Guerin, Will; Montgomery, Neil
Subject: FW: NO to storage @ Hypermart site

-----Original Message-----

From: Lee Ann [<mailto:gabledaugherty@yahoo.com>]
Sent: Monday, September 21, 2015 11:26 AM
To: Council5
Subject: NO to storage @ Hypermart site

I am a retired GISD teacher living in the Orchard Hills neighborhood. My home is paid for and I live on a fixed income. I am asking you to PLEASE vote against any storage units being built at the old Hypermart site!!! Garland Road does nothing to improve our South Garland neighborhoods as it is. Please don't settle for more storage units. Help bring in something more positive for Garland. Thank you.

Lee Ann Daugherty
Sent from my iPhone

no address listed

erd

Allmendinger, Tracy

From: Guerin, Will
Sent: Monday, November 09, 2015 7:58 AM
To: Allmendinger, Tracy
Subject: FW: Let's help South Garland grow!

Regarding Hypermart case..

-----Original Message-----

From: Lauren Bradley [<mailto:laurenb92@gmail.com>]
Sent: Sunday, November 08, 2015 9:50 PM
To: Guerin, Will; Council4
Subject: Let's help South Garland grow!

I am writing you today because I am concerned with possible storage building going into the old hypermart building. My husband and I bought a house on Ranch Dr in South Garland almost 2 years ago now but I am no stranger to Garland. I graduated high school at Naaman and now my step daughter is about to graduate there in 2016. As a young mother with 3 children in GISD I would hope to see more family friendly community areas, restaurants and businesses come to the South Garland area. Currently we have to drive to Mesquite, Dallas, Rowlett and North Garland for dining, entertainment, shopping and more. As a young family in such an established and mature neighborhood like Pecan Grove, I feel like families like mine aren't taken into consideration. We plan on staying here until the youngest (a kindergartener next year) graduates high school. I can see this part of Garland growing into what white rock lake & Lakewood neighborhoods have become. I just think families like mine need to be heard. I don't shop at businesses that are all in Spanish, I don't spend my money at pawn shops, the laundromat or resale stores and I certainly don't use the cash loan or rent to own furniture stores either. Something has to give and start changing or South Garland will be even more trashy and run down than it has become currently. Please help and listen to the people in the community.

Sincerely,

A very concerned resident, mother, businesswoman and homeowner in Pecan Grove South Garland.

Lauren Parrish
972-400-2929
3109 Ranch Dr
Garland, TX 75041

outside notification area

Sent from my iPhone

Allmendinger, Tracy

From: Guerin, Will
Sent: Thursday, November 05, 2015 8:57 AM
To: Allmendinger, Tracy
Subject: FW: Hypermart

-----Original Message-----

From: Council4
Sent: Thursday, November 05, 2015 8:54 AM
To: Williams, Councilman BJ
Cc: Guerin, Will; Gwin, David
Subject: FW: Hypermart

FYI
Rosalinda

-----Original Message-----

From: Linda Weir [<mailto:weirsky@yahoo.com>]
Sent: Thursday, November 05, 2015 8:12 AM
To: Council4
Subject: Hypermart

Not a storage facility please! We want to improve our South Garland neighborhood and that would not help. Lead us to something better please Sir.

Linda Weir
3918 Dartmouth
75043
Sent from my iPhone

Outside notification area

Allmendinger, Tracy

From: Guerin, Will
Sent: Monday, November 16, 2015 8:12 AM
To: Allmendinger, Tracy
Subject: FW: Hypermart Site

Do we still forward these or would I typically just mention the additional ones received during the meeting?

-----Original Message-----

From: David Johnson [mailto:dbjprof@yahoo.com]
Sent: Saturday, November 14, 2015 4:15 PM
To: Council2; Council3; Council4; Council5; Guerin, Will
Subject: Hypermart Site

Council Members Goebel, Stanley, Williams, and Williams and Director of Planning Guerin,

Please do not approve mini-warehouses for the Hypermart site. Something better for this critical site must be found to begin the improvement of the entrance to Garland along Garland Rd. from the south.

Garland Rd. and Broadway both are major entrances into Garland that are long overdue for planning and improvement. All of Garland will benefit as Garland Rd. and Broadway become attractive entrances into Garland.

Thank you,

David Johnson
Colleen Dr.

NE address given

Allmendinger, Tracy

From: Guerin, Will
Sent: Monday, November 16, 2015 2:58 PM
To: Allmendinger, Tracy
Subject: FW: Old Hypermart

From: Council5
Sent: Monday, November 16, 2015 2:20 PM
To: Williams, Councilman Billy Mack
Cc: Guerin, Will
Subject: FW: Old Hypermart

FYI
Rosalinda

From: Donna Nichols [<mailto:donna@donnanichols.com>]
Sent: Monday, November 16, 2015 2:09 PM
To: Council5
Subject: Old Hypermart

Mr Williams

I am not in favor of the proposed storage facility for this location, think there is a higher and best use for the property, please do not vote in favor of on November 17th.

Thank you



Donna Nichols

Ebby Halliday Realtors
190@Jupiter
Richardson, Tx 75082
469-330-1049
[*donnanichols@ebby.com*](mailto:donnanichols@ebby.com)

*Outside
notification
area*

Allmendinger, Tracy

From: Guerin, Will
Sent: Tuesday, November 17, 2015 8:17 AM
To: Allmendinger, Tracy
Subject: FW: Hypermart

-----Original Message-----

From: Robert Compton [mailto:rdcompton@aol.com]
Sent: Monday, November 16, 2015 7:07 PM
To: Council5
Cc: Guerin, Will
Subject: Hypermart

I am strongly against any city council approval of zoning that would allow mini storage warehouses to allowed on the vacated Hypermart property on South Garland Avenue. Such use would be a violation of the city's own long range development plan to restore sites along the city's southern entryway to attractive retail use. Warehouses would only serve to add to the unsightly lines of used car lots along the thoroughfare.

Robert Compton
3205 S. Glenbrook Dr.
Garland 75041
Member Pecan Grove Neighborhood Assn

*outside notification
area*

Sent from my iPad