



AGENDA

REGULAR MEETING OF THE CITY COUNCIL

**City of Garland
Council Chambers, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
October 16, 2018
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.

Garland City Hall and Council Chambers is wheelchair accessible. Special parking is available on the east side of City Hall and on Austin & State Street west of City Hall.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. BRAILLE IS NOT AVAILABLE.



LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

It is the custom and tradition of the members of the City Council to have an invocation and recital of the Pledge of Allegiance prior to the beginning of the meeting. Members of the audience are invited to participate. However, members of the audience are not required to participate. The decision to participate is strictly a matter of personal choice and has no bearing on matters to be considered by the City Council and will not affect the decisions to be made during the meeting.

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 had the opportunity to review each of these items at a previous work session and approval of the consent agenda authorizes the City Manager to implement each item. The Mayor will announce the agenda and provide an opportunity for members of the audience and the City Council to request that an item be removed and considered separately.

1. Consider approval of the minutes of the October 1, 2018 Regular Meeting.
2. Consider approval of the following bids:
 - a. Granville Performing Arts Center Carpet Replacement Bid No. 1162-18

Corporate Floors	\$131,155.16
Optional Contingency	<u>7,000.00</u>
TOTAL:	\$138,155.16

This request is to provide and install new carpet in the Granville Arts Center, which was last replaced in 2002 and is now showing stains and wear. An Optional Contingency is included for any additional work that may be required.

b. Replacement Aerial Fire Truck **Bid No. 1239-18**

Siddons-Martin Emergency Group **\$1,350,696.00**

This request is for the purchase of an Aerial Fire Truck.

c. Concrete Finish Work **Bid No. 6008-16**

Tri-Con Services, Inc. **\$1,000,000.00**

This request is to provide additional funding for replacement or repair of concrete paving and structures throughout the city.

d. Caterpillar RM300 Mixer **Bid No. 0012-19**

Caterpillar, Inc. **\$457,933.00**

This request is for the purchase of a Caterpillar RM300 Rotary Mixer.

e. Stroud Lane Engineering and Surveying Services **Bid No. 0010-19**

Kimley-Horn & Associates, Inc. **\$179,000.00**

This request is to provide professional engineering and surveying services, including detailed construction plans, for the reconstruction of Stroud Lane from Valley Mills Drive to Chestnut Place.

f. Replacement Bucket Truck for GP&L **Bid No. 0018-19**

Altec Industries, Inc. **\$137,705.00**

This request is for the purchase of an Altec Articulating Telescopic Aerial Device, 2019 Ford F-550 chassis, and all necessary electrical components and chassis accessories.

3. Consider by minute action the 2018-2019 GCACI budget, the sub-grant recipients, and authorize the City Manager to execute the "Hotel Occupancy Tax Program Management Agreement" between the City and Garland Cultural Arts Commission, Inc.

At the October 15, 2018 Work Session, Council considered approving the 2018-19 budget of the Garland Cultural Arts Commission, Inc. (GCACI), sub-grant recipients,

and authorize the City Manager to execute the "Hotel Occupancy Tax Program Management Agreement" between the City and Garland Cultural Arts Commission, Inc.

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

Garland Power & Light is requesting an extension of the agreement for services provided by Vision Energy Consultants, Inc. to provide management consulting services to the City.

- 5. Consider a resolution agreeing to the sale of certain property located within the City of Garland and owned by taxing authorities including the City of Garland as the result of a tax sale; authorizing the Mayor to execute a deed without warranty; and providing an effective date.**

At the October 1, 2018 City Council Work Session, Council was briefed on the potential sale of property at 517 Parker Circle. The City of Garland has received an unsolicited offer from Mr. Marco Garcia related to the purchase of City owned property obtained through a 2015 Sheriff's Sale. Staff recommends that the City Council accept the offer and sell the property to Mr. Garcia. This property has been held by the City of Garland since 2015 and pursuant to Section 34.05 of the Texas Property Tax Code it may be resold to a private entity with approval of the governing body.

- 6. Consider a resolution agreeing to the sale of certain property located within the City of Garland and owned by taxing authorities including the City of Garland as the result of a tax sale; authorizing the Mayor to execute a deed without warranty; and providing an effective date.**

At the October 1, 2018 City Council Work Session, Council was briefed on the potential sale of property at 1510 High Meadow Drive. The City of Garland has received an unsolicited offer from Mr. Marco Garcia related to the purchase of City owned property obtained through a 2010 Sheriff's Sale. Council is requested to accept the offer and sell the property to Mr. Garcia. This property has been held by the City of Garland since 2010 and pursuant to Section 34.05 of the Texas Property Tax Code it may be resold to a private entity with approval of the governing body.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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

7. Bond Study Committee Appointment

In accordance with the City Charter, Article X - Section 3, the Council will consider an appointment to the Bond Study Committee.

Council Member Robert Vera

- *Terri Chepregi*

8. Request for Development Assistance from Revolving Kitchen - Dallas

Consider a development incentive request from Revolving Kitchen - Dallas for a partial rebate of applicable Real Estate (RE) and Business and Personal Property (BPP) tax required of a proposed new commercial project for a specific period of time and a rebate of applicable Development Fees up to a maximum amount.

9. Request for Development Assistance from Plastipak Packaging, Inc.

Council is requested to consider a development incentive request from Plastipak Packaging, Inc. for a partial rebate of applicable Business and Personal Property (BPP) tax required of a proposed expansion project for a specific period of time.

10. Hold public hearings on:

- a. Consider the application of Spiars Engineering, Inc., requesting approval of a Specific Use Provision for a Restaurant, Drive-Through on a property zoned Planned Development (PD) District 89-30 for Community Retail Use. This property is located at 617 North Jupiter Road. (File No. Z 18-34, District 6)**

BEING a 0.470-acre tract of land situated in the W. Barnes Survey, Abstract No. 78, City of Garland, Dallas County, Texas, and being a portion of a Lot 3, Block A, Cedar Crest Park No. 1, Second Section, according to the plat recorded in Volume 663, Page 1329, Map Records, Dallas County, Texas. Approval of the request would allow the applicant to build and operate a restaurant/coffee shop with a drive-through.

- b. Consider the application of Via Bayou Inc., requesting approval of 1) a Change in Zoning from Agricultural (AG) District, Single-Family-10 (SF-10) District, and Community Retail (CR) District to Planned Development (PD) District for Limited Light Commercial Uses (Recreational Vehicle Park only); 2) a Concept Plan for Recreational Vehicle Park with Recreational Vehicles and Cabins and 3) a Detail Plan for Recreational Vehicle Park. This property is located at 1233 I-30 Freeway; and 3926, 4004, and 4213 Zion Road. (File No. Z 18-36, District 3)**

Being approximately a 12.8151-acre tract of land situated in the Rebecca Bateman Survey, Abstract No. 89 and in the James Loving Survey, Abstract No. 791, in the City of Garland, Dallas County, Texas, and being that same tract of land conveyed to W. R. Evans, Jr. and wife, Evelyn E. Evans by deed recorded in Volume 164, Page

886, of the Deed Records of Dallas County, Texas, SAVE & EXCEPT those tracts of land conveyed for right-of-way by virtue of Warranty Deed filed 04/03/1947, recorded in Volume 2805, Page 580, Real Property Records, Dallas County, Texas and by virtue of Special Warranty Deed filed 10/28/2008, recorded in cc# 20080344086, Real Property Records, Dallas County, Texas; and an approximately 1.016 acre tract of land being Lot 1, Block 1 of the Via Bayou Addition, in the City of Garland, Dallas County recorded in cc# 201700005569, Real Property Records, Dallas County, Texas. Approval of the request would allow the applicant to develop a Recreational Vehicle Resort (recreational vehicle park) with recreational vehicle sites, cabins, a leasing/office/manager building, clubhouse building and amenities.

11. 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.

Council Member David Gibbons

- Ross Montelbano - TIF #3

12. Citizen comments.

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

13. Adjourn.

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



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

1.

Meeting Date: 10/16/2018

Item Title: Minutes October 1

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Consider approval of the minutes of the October 1, 2018 Regular Meeting.

Recommendation/Action Requested and Justification

Attachments

Minutes October 1

Minutes of the Garland City Council Regular Meeting

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Monday, October 1, 2018 in the Council Chambers at City Hall, 200 North Fifth Street, Garland, Texas, with the following members present:

COUNCIL PRESENT:	Mayor	Lori Barnett Dodson
	Mayor Pro Tem	Rich Aubin
	Council Member	David Gibbons
	Council Member	Deborah Morris
	Council Member	Jim Bookhout
	Council Member	Robert Vera
	Deputy Mayor Pro Tem	Scott LeMay
	Council Member	Robert Smith

STAFF PRESENT:	City Manager	Bryan Bradford
	City Attorney	Brad Neighbor
	City Secretary	Eloyce René Dowl

ABSENT:	Council Member	Jerry Nickerson
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CEREMONIALS: Amy Vorster presented the Pet of the Month.

Mayor Dodson Presented Gold Awards from the National Association of Clean Water Agencies to Wastewater Department staff: Wes Kucera, Managing Director, Bill Gase, Wastewater Director, Malcolm Parker, Rowlett Creek Superintendent, Alex Stuart, Duck Creek Superintendent and Don Dudley, Duck Creek Maintenance Manager.

Mayor Dodson presented a Proclamation to Planning Department staff: Will Guerin, Director of Planning, Angela Self, Comprehensive Planning Administrator, Kira Wauwie, Principal Development Planner, Rebecca Beckham, Sr. Planner and Nancy Tunell, Neighborhood Vitality Specialist; proclaiming October 2018 to be Community Planning Month in the City of Garland.

CALL TO ORDER: The meeting was called to order by Mayor Dodson.

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

1. APPROVED** Approval of the Minutes of the September 18, 2018 Regular Meeting.
- 2a. APPROVED** Bid No. 1028-18 awarded to Tri-Con Services, Inc. in the amount of \$279,000.00, which includes an optional contingency of \$54,277.35, for a total bid of \$333,277.35 for GP&L Distribution Feeder Duct Line Construction.
- This request is for the construction of underground electrical distribution improvements in support of new commercial development on the I.H. 190 service road between Holford Road and Campbell Road. Due to the complex nature of the project, an optional contingency is included for any additional labor or equipment that may be required.
- 2b. APPROVED** Bid No. 1082-18 awarded to Insituform Technologies, LLC in the amount of \$1,000,000.00 for Sanitary Sewer Mainline and Service Lateral Rehabilitation.
- This request is for a term contract that is renewed annually to provide trenchless rehabilitation of approximately 13,027 feet of sanitary sewer lines throughout the City.
- 2c. APPROVED** Bid No. 1164-18 awarded to Xylem Water Solutions in the amount of \$146,070.95 for the Rowlett Creek Wastewater Treatment Plant Primary Effluent Pump Replacement.
- This request is to purchase a primary effluent pump to be used for pumping wastewater through the Rowlett Creek Wastewater Treatment Plant.
- 2d. APPROVED** Bid No. 1165-18 awarded to Open Systems International in the amount of \$202,401.00 for the GP&L ERCOT Interface Software Management Support.
- This request is for the renewal of software support for GP&L's SCADA/EMS/GMS applications used by Transmission and Generation Operations.

2e. APPROVED**

Bid No. 0872-18 awarded to Southwest Construction Services in the amount of \$583,490.00, which includes an optional contingency of \$58,349.00, for a total bid of \$641,839.00 for Environmental Waste Services Transfer Station Building Repairs.

This request is to provide repairs to the Environmental Waste Services (EWS) Transfer Station building. Due to the complex nature of the project, an optional contingency is included for any additional work that may be required.

2f. APPROVED**

Bid No. 1198-18 awarded to Power Engineers in the amount of \$590,503.00 for the GP&L Campbell Road Switch Station Engineering Services.

This request is to obtain civil, structural and design engineering services for the construction of the GP&L Campbell Road Switch Station.

3a. APPROVED**

Ordinance No. 7019 amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for an Electric Substation use on a 3.97-acre tract of land zoned Planned Development (PD) District 17-35 for Mixed Use and located at 1613 Lookout 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 and a Severability Clause; and providing an effective date. (File No. Z 18-27, Kimley-Horn & Associates, Inc., District 1)

3b. APPROVED**

Ordinance No. 7020 amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Change in Zoning from Agriculture (AG) District to a Planned Development (PD) District for Single-Family Uses; and 2) a Concept Plan as a prelude to a required Detail Plan to be filed and reviewed at a later date for Dwelling, Single-Family Detached on a 177.748-acre tract of land located at 3000 South Country Club 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. (File No. Z 18-37, Spiars Engineering, Inc., District 3)

3c. APPROVED**

Ordinance No. 7021 amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Zoning Change from Industrial (IN) District to a Planned Development (PD) District for Industrial Uses; 2) a Detail Plan for a Recycling Salvage Yard; and 3) a Specific Use Provision for a Recycling Salvage Yard on a 9.3934-acre tract of land located at 117 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. (File No. Z 17-14, Cates-Clark & Associates, LLP, District 6)

3d. APPROVED**

Ordinance No. 7022 amending the Garland Development Code of the City of Garland, Texas, by approving 1) Amendments to Planned Development (PD) 94-53 for Single-Family-7 Uses and 2) a Detail Plan for Athletic Events Facility, Indoor on a 19.311-acre tract of land located at 2585 Firewheel Parkway; 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. (File No. Z 18-30, Huckabee, District 1)

4. APPROVED**

Ordinance No. 7023 authorizing an amendment to the 2018 Capital Improvement Program (2018 CIP Amendment No. 3), providing for the supplemental appropriation of funds in the EWS Land Acquisition Project, the Rosehill Street Project and the Surf & Swim Aquatic Facility Expansion Project; and providing an effective date.

Council approved the CIP Budget Amendment No. 3 to increase the appropriation for EWS Land Acquisition, Rosehill Street Project and Surf & Swim Aquatic Facility Expansion Projects in the 2018 Capital Improvement Program.

5. APPROVED**

Ordinance No. 7024 amending Chapter 50, "Utility Rates and Fees," of the Code of Ordinances of the City of Garland, Texas; providing a Savings Clause and a Severability Clause; and providing an effective date.

Council approved Ordinance No. 7024 amending Chapter 50 Utility Rates and Fees of the City of Garland Code of Ordinances to incorporate the Green Rate Rider.

6. APPROVED**

Resolution No. 10359 requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

Council approved the resolution authorizing the City Manager to submit a funding application to the Texas Water Development Board (TWDB) through the Drinking Water State Revolving Fund.

ITEMS FOR INDIVIDUAL CONSIDERATION

7. APPROVED

Consider a request by DR Rankin, PLLC to waive payment to the Reforestation and Tree Management Fund. (File No. TM 18-02, District 7)

Council consider a request to waive a required payment to the Tree Fund as outlined in the Garland Development Code Chapter 4: Article 4: Tree Preservation & Mitigation. This property is located at 1961 Arapaho Road.

The staff report was presented by Kira Wauwie, Principal Development Planner and Will Guerin, Director of Planning. Speakers on this item were: Tom Perdew, applicant, Angus Rogers and David Parrish. There was discussion by the Council. Motion was made by Deputy Mayor Pro Tem LeMay to waive \$258,000.00 for the drainage work, leaving a balance of \$778,650.00, allowing a credit of \$389,325.00 to the developer to work back to the balance when replacing caliper

tree inches; require the developer to work with the Spring Creek Preserve and staff regarding non-invasive species, seconded by Mayor Pro Tem Aubin. Motion carried 8 ayes, 0 nays.

8. CITIZEN COMMENTS: There were no speakers.

9. ADJOURN There being no further business to come before the City Council, Mayor Dodson adjourned the meeting at 8:15 p.m.

CITY OF GARLAND, TEXAS

/s/ Lori Barnett Dodson, Mayor

/s/ Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.a.

Meeting Date: 10/16/2018

Item Title: Granville Performing Arts Center Carpet Replacement

Submitted By: Ginny Holliday, Facilities Management Director

Bid Number: 1162-18

Purchase Justification:

This request is to provide and install new carpet in the Granville Arts Center, which was last replaced in 2002 and is now showing stains and wear. This project will replace the carpet in the public lobby, the large theater and the adjoining offices. The carpet in the small theater was replaced as part of another project earlier this year. An Optional Contingency is included for any additional work that may be required.

Evaluation:

The carpet replacement is being provided by Corporate Floors through the BuyBoard Cooperative Purchasing Contract 561-18.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Corporate Floors		All	\$131,155.16
Optional Contingency			7,000.00
		TOTAL:	\$138,155.16

Basis for Award: Cooperative Purchase

Purchase Requisition #: 40432

Fiscal Impact

Total Project/Account:	\$1,868,977
Expended/Encumbered to Date:	1,379,323
Balance:	\$489,654
This Item:	138,155
Proposed Balance:	\$351,499
Account #:	691-2499-1835518-9002, 692-4749-1603900-9002

Fund/Dept/Project – Description and Comments:

Carpet replacement in the lobby, adjoining offices, and large theatre at the Granville Arts Center.

Parks CIP / Cultural Arts Facilities Renovations - \$58,786

Facilities Management CIP / Facilities Upgrades - \$79,369

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Page P24 & MF03

Budget Director Approval: Ron Young

Approval Date: 09/28/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 09/27/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.b.

Meeting Date: 10/16/2018

Item Title: Replacement Aerial Fire Truck

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 1239-18

Purchase Justification:

This request is for the purchase of an Aerial Fire Truck. This is a replacement unit for the Garland Fire Department.

Evaluation:

The Aerial Fire Truck is available from Siddons-Martin Emergency Group through the HGAC Cooperative Purchasing Contract FS12-17.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Siddons-Martin Emergency Group	All	\$1,350,696.00
TOTAL:		\$1,350,696.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 40354

Fiscal Impact

Total Project/Account: \$7,581,838
Expended/Encumbered to Date: 4,133,548
Balance: \$3,448,290
This Item: 1,350,696
Proposed Balance: \$2,097,594
Account #: 692-1399-1205818-9009
Fund/Dept/Project – Description and Comments:

Public Safety CIP / Replace Fire Apparatus

Replacement of a 1997 100' Aerial Quint Platform, Unit 130-440.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Page PS05

Budget Director Approval: Ron Young

Approval Date: 10/03/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 10/03/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.c.

Meeting Date: 10/16/2018

Item Title: Concrete Finish Work

Submitted By: Michael Polocek, Engineering Director

Bid Number: 6008-16

Purchase Justification:

This request is to provide additional funding for replacement or repair of concrete paving and structures throughout the city. The current agreement has a provision for two (2) optional renewals with concurrence from both the City and the Contractor. Both renewals have been executed to date, and the final renewal is nearing completion. The City is preparing the bid for the new Term Agreement but will not have the agreement in place prior to the expiration of the final renewal. The addition of these funds will allow the City departments to keep street repair, sidewalk replacement, and other programs on schedule until the new agreement is awarded.

Evaluation:

Tri-Con Services, Inc., was awarded the original Term Agreement at the January 19, 2016, City Council Meeting. This Change Order No. 1 represents a 40% increase to the original amount of \$2,500,000.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Tri-Con Services, Inc.	All	\$1,000,000.00
TOTAL:		\$1,000,000.00

Basis for Award: Change Order

Purchase Requisition #: 40576

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A

This Item: \$1,000,000
Proposed Balance: N/A
Account #: 451-6999
Fund/Dept/Project – Description and Comments:
Term Contract - Concrete Finish Work (Change Order)

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

Attachments

Bid Recap

Fiscal Reference:
Budget Type: Operating Budget
CIP
Fiscal Year: 2018-19
Document Location: Various

Budget Director Approval: Ron Young
Approval Date: 10/04/2018
Purchasing Director Approval: Gary L. Holcomb

Approval Date: 10/04/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.d.

Meeting Date: 10/16/2018

Item Title: Caterpillar RM300 Mixer

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0012-19

Purchase Justification:

This request is for the purchase of a Caterpillar RM300 Rotary Mixer. This is a replacement unit for the Street Department.

Evaluation:

The Rotary Mixer is available from Caterpillar, Inc., through the Sourcewell Cooperative Purchasing Contract 032515-CAT.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Caterpillar, Inc.	All	\$457,933.00
TOTAL:		\$457,933.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 40553

Fiscal Impact

Total Project/Account: \$1,015,000

Expended/Encumbered to Date: 419,605

Balance: \$595,395

This Item: 457,933

Proposed Balance: \$137,462

Account #: 831-4693-9007

Fund/Dept/Project – Description and Comments:

Infrastructure Repair & Replacement Fund / Street Construction

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2018-19

Document Location: Page D-121

Budget Director Approval: Ron Young

Approval Date: 10/04/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 10/03/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.e.

Meeting Date: 10/16/2018

Item Title: Stroud Lane Engineering and Surveying Services

Submitted By: Steve Oliver, Streets Director

Bid Number: 0010-19

Purchase Justification:

This request is to provide professional engineering and surveying services, including detailed construction plans, for the reconstruction of Stroud Lane from Valley Mills Drive to Chestnut Place. The project will include replacement of the water and sanitary sewer mains and the extension of the existing storm sewer main approximately 350 feet to the southwest from its existing terminus at Chestnut Place. The estimated construction cost for this project is \$1.5 million.

Evaluation:

Kimley-Horn & Associates, Inc., was selected as the Most Qualified firm for this project from the short list of engineers evaluated and ranked by the published criteria in RFQ 3617-13.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Kimley-Horn & Associates, Inc.	All	\$179,000.00
TOTAL:		\$179,000.00

Basis for Award: Most Qualified

Purchase Requisition #: 40564

Fiscal Impact

Total Project/Account:	\$13,095,676
Expended/Encumbered to Date:	5,491,866
Balance:	\$7,603,810
This Item:	179,000

Proposed Balance: \$7,424,810
Account #: 831-4693-7101
Fund/Dept/Project – Description and Comments:
Infrastructure Repair & Replacement Fund / Street Construction / Operations

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2018-19

Document Location: Page D-121

Budget Director Approval: Ron Young

Approval Date: 10/04/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 10/04/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.f.

Meeting Date: 10/16/2018

Item Title: Replacement Bucket Truck for GP&L

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0018-19

Purchase Justification:

This request is for the purchase of an Altec Articulating Telescopic Aerial Device, 2019 Ford F-550 chassis, and all necessary electrical components and chassis accessories. This is a replacement unit for Garland Power & Light.

Evaluation:

The Articulating Telescopic Aerial Device is available from Altec Industries, Inc., through the Sourcewell Cooperative Purchasing Contract 012418-ALT. The body and chassis accessories and electrical components are open market items that are not covered under the Cooperative Purchasing Contract. These items are being sourced by Altec Industries, Inc., to ensure all components are properly installed and fully operational prior to delivery. This will not only expedite the delivery of the unit, but also mitigate any warranty issues.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Altec Industries, Inc.	All	\$137,705.00
TOTAL:		\$137,705.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 40567

Fiscal Impact

Total Project/Account: \$1,104,862
Expended/Encumbered to Date: 0
Balance: \$1,104,862
This Item: 137,705

Proposed Balance: \$967,157
Account #: 444-3226-9009
Fund/Dept/Project – Description and Comments:
Equipment Replacement Fund
Garland Power & Light \$137,705

Attachments

Bid Recap

Fiscal Reference:
Budget Type: Operating Budget
Fiscal Year: 2018-19
Document Location: Page C-44

Budget Director Approval: Ron Young
Approval Date: 10/03/2018
Purchasing Director Approval: Gary L. Holcomb Approval Date: 10/03/2018

CITY OF GARLAND - BID RECAP SHEET OPENED: 10/03/18 REQ. NO. PR 40567 BID NO. 0018-19 PAGE: 1 of 1 BUYER: T. Smith				Altec Industries, Inc.							
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	ea.	Articulating Telescopic Aerial Device (Insulated)	\$102,639.00	\$102,639.00						
2	1	ea.	Body and Chassis Accessories: Rear window guard, receiver hitch, 2-PVC canister, havis computer stand, sloped ladder rack, FOB keys, rat pack, chain saw box, extra tinted windows.	\$8,410.00	\$8,410.00						
3	1	ea.	Electrical: 12-Whelen Strobes , light bar and controller, Micro MPPB flood, Micro MPPB spot, grounding reel, cable and clamp OEM back-up camera, console, E-Spot Litebox Standard System Internal/External speaker.	\$19,183.00	\$19,183.00						
4	1	ea.	Chassis: 4x4, Blue tooth, back-Up camera, Power Pkg.	\$5,598.00	\$5,598.00						
5	1	ea.	Delivery	\$1,875.00	\$1,875.00						
			TOTAL GROSS PRICE		\$137,705.00						
			CASH DISCOUNT								
			TOTAL NET PRICE		\$137,705.00						
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								
NEXT LOW:				n/a # IonWave Notifications		All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.					
LOW:				n/a # IonWave HUBS							
SAVINGS:				n/a # Direct Contact HUBS							
				n/a # HUBS Responded							
				\$0.00							



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3.

Meeting Date: 10/16/2018

Item Title: Consider the Garland Cultural Arts Commission Inc. Budget, Subgrant Recipients, and Authorize City Manager's Execution of HOT Funds Agreement

Submitted By: Jermel Stevenson, Managing Director

Summary of Request/Problem

The City Council is requested to consider approval of the 2018-2019 budget of the Garland Cultural Arts Commission Inc. (GCACI), subgrant recipients, and authorize the City Manager's execution of a "Hotel Occupancy Tax Program Agreement" between the City of Garland and the GCACI.

The attached Exhibits A and B are the 2018-2019 GCACI budget, and list of sub-grant recipients approved at the GCACI meeting of October 2. The attached Exhibit C is the "Hotel Occupancy Tax Program Agreement" which provides hotel occupancy tax revenues to GCACI, in the amount of \$152,559 for the encouragement and promotion of the arts in Garland. The amount is calculated as fifteen percent of hotel occupancy tax net revenue for the period from Quarter 3 of 2016 thru Quarter 2 of 2017. These tax revenues are a primary source of grant funding distributed by GCACI to local arts and cultural arts organizations to grow and promote our community's arts culture and vitality.

Council received written briefing on this item at their Work Session of October 15, 2018.

Recommendation/Action Requested and Justification

Approve by minute action the 2018-2019 GCACI budget, the sub-grant recipients, and authorize the City Manager to execute the "Hotel Occupancy Tax Program Management Agreement" between the City and Garland Cultural Arts Commission, Inc.

Attachments

Exhibit A - 2018-19 GCACI Budget

Exhibit B - 2018-19 Subgrant Recipients

Exhibit C - GCACI HOT Agreement

EXHIBIT A

GARLAND CULTURAL ARTS COMMISSION, INC. (GCACI) PROPOSED 2018 – 2019 BUDGET HOTEL OCCUPANCY TAX REVENUES

REVENUES:

\$152,559.00 Hotel Occupancy Tax Revenues

EXPENDITURES:

\$ 119,000.00	GCACI Grant Program for Arts & Cultural Arts Organizations
\$ 4,400.00	Annual High School Senior Juried Visual Arts Competition/GISD
\$ 9,492.00	“Arts In Action” Newsletter & Event Advertising
\$ 12,667.00	Reimbursement to COG for “Vision of the Arts Sculpture *
\$ 7,000.00	Public Art Grants for Downtown and other Garland locations
\$152,559.00	Total Expenditures

*As of 10/20/2017, GCAC, Inc. has reimbursed the City of Garland \$125,000.00 in payment towards the original \$200,000 Agreement.

Therefore, \$75,000 is still owed from the original commitment of \$200,000. In addition there is another \$13,667 which is 2/3 of the \$20,500 funding required for the additional bronze and fabrication to Schaefer Foundry. This bring the new total owed to COG at \$88,667 to be paid over a period of 7 years. This comes to \$12, 667.00 a year.

EXHIBIT B

GARLAND CULTURAL ARTS COMMISSION, INC. 2018-19 SUBGRANT RECIPIENTS

GARLAND ARTS GROUPS – MAJOR

Garland Civic Theatre - \$25,500

Garland Summer Musicals - \$27,500

Garland Symphony Orchestra - \$26,000

GARLAND/GISD Residential Area – MINOR

Achievement Center of Texas - \$5,000

Alpine Dancers - \$1,500

Breitling Youth Theater - \$5,000

CORP - \$7,000

Friends of Garland's Magic Eleventh St. - \$2,240

Garland Landmark Society - \$2,864

Lake Cities Chorale - \$1,500

OTHER

DBC Nutcracker - \$14,896

EXHIBIT C

GARLAND CULTURAL ARTS COMMISSION, INC. (GCACI) HOTEL OCCUPANCY TAX PROGRAM MANAGEMENT AGREEMENT

This Hotel Occupancy Tax Program Management Agreement (this “Agreement”) is made and entered into by and between the City of Garland, Texas, a Texas home-rule municipality (the “City”) and the Garland Cultural Arts Commission, Inc., a non-profit corporation organized under the laws of Texas (“GCACI”).

WHEREAS, Chapter 351, TEXAS TAX CODE authorizes a municipality that levies and collects a hotel occupancy tax to expend a portion of the revenues from such tax for the encouragement, promotion, improvement and application of the arts, and for certain historical preservation and restoration projects, activities and related promotions; and

WHEREAS, Sec. 351.101(c), TEX. TAX CODE, authorizes the governing body of a municipality to delegate by contract the management or supervision of programs and activities funded with revenue from the hotel occupancy tax authorized by Chapter 351, Texas Tax Code; and

WHEREAS, GCACI has agreed to manage and supervise various programs and activities relating to the encouragement, promotion, improvement and application of the arts;

NOW, THEREFORE, in consideration of the following mutual covenants and promises, the City and GCACI agree as follows:

Section 1. General Responsibilities of the GCACI. GCACI shall develop, operate, and administer: (i) programs and activities for the encouragement, promotion, improvement, and application of cultural arts within the City and at City facilities; and (ii) projects, activities, advertising and promotional programs for historical restoration and preservation. A detailed, written description of all such programs, activities, projects, advertisements, and promotions (collectively referred to as the “Program”) shall be provided to the City Manager annually upon renewal of this Agreement and shall be updated not less than quarterly as part of the periodic reporting required by Section 4 of this Agreement.

Section 2. Hotel Occupancy Tax Revenues. In consideration of GCACI’s development, operation, and administration of the Program, the City shall pay to GCACI \$152,559.00. In no event shall the payment under this Agreement exceed the amount City may lawfully allocate under Sec. 351.103(c) or fifteen percent (15%) of the hotel occupancy tax revenue actually received in hand by the City for the applicable fiscal quarter(s) used to calculate the amount. The City shall remit payment of Program funds to GCACI on or before October 30, 2018. GCACI shall maintain all revenues received by the City under this Agreement in a separate account established for that purpose and may not commingle that revenue with any other money.

Section 3. Budget. GCACI shall annually prepare and submit to the City a budget detailing all proposed uses and expenditures of the revenues to be provided to the GCACI

under this Agreement, including any and all proposed uses and expenditures of revenues intended to be granted by GCACI to subgrantees. If approved by the City Council of the City, the budget shall be made a part of this Agreement as Exhibit “A”, and all of GCACI expenditures of revenues received by the City under this Agreement shall be made in accordance with the approved budget.

Section 4. Limitation on Expenditures; Periodic Reporting.

- (A) For the purposes of this agreement, “convention center facilities” means facilities that are primarily used to host conventions and meetings. The term means civic centers, civic center buildings, auditoriums, exhibition halls, and coliseums that are owned by the City or that are managed in whole or part by the City.
- (B) Revenue from hotel occupancy taxes paid to GCACI by the City under this Agreement shall be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:
 - (1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;
 - (2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
 - (3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the City;
 - (4) The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creating writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.
 - (5) Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:
 - (a) at or in the immediate vicinity of convention center facilities or visitor information centers; or
 - (b) located elsewhere in the City or its vicinity that would be frequented by tourists and convention delegates; and
 - (6) Any other related purpose authorized by Chapter 351, TEX. TAX CODE, as may be amended from time to time.
- (C) None of the hotel occupancy tax revenues provided to GCACI under this Agreement may be spent for:

- (1) travel for a person to attend an event or conduct an activity, the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner; or
 - (2) programs, activities, or any other use located outside the territorial limits of the City of Garland.
- (D) GCACI shall provide a written report to the City Council, through the City Manager no less than quarterly each City fiscal year listing the expenditures made by the GCACI with and or the hotel occupancy tax revenue provided to GCACI under this Agreement. Additionally, on an annual basis, GCACI shall send to the City Manager a written report showing the activities conducted under the GCACI program for the preceding year. The report shall also indicate cumulative expenses and revenues for the preceding year. Financial reports shall show the relationship of actual expenses to the authorized budgeted expenses shown in the budget.
- (E) In addition to making, submitting, and filing the report in the manner described above, GCACI, if requested by the City shall make an oral presentation of such report at a regular City Council meeting. Minutes and financial reports shall be sent to the City Manager and City's Internal Audit Department after each quarterly meeting.
- (F) Subgrants. GCACI may by written contract make subgrants of Program funds for the encouragement, promotion, improvement, and application of the arts, to another person, entity or private organization. Prior to making subgrants of Program funds to third-parties, GCACI must include the proposed subgrant, including detailing the identity of the subgrantee and all proposed uses of the Program funds, in the budget required by above Section 3 and approved by the City Council. Written contracts between GCACI and subgrantees shall require that the subgrantee:
 - (1) restrict the use of Program funds to the program or activity expressly identified in the approved budget;
 - (2) at least annually make periodic reports to the governing body of its expenditures of Program funds;
 - (3) make any and all records of these expenditures available for review by the City; and
 - (4) return to GCACI any and all Program funds not spent within the budget year in which the funds were granted.

Section 5. Responsibility for Funds; Audit of the GCACI.

- (A) GCACI acknowledges that the approval by the City Council of the annual budget of the GCACI for the functions and activities to be undertaken by GCACI pursuant to this Agreement creates a fiduciary duty in the GCACI with respect to the revenue provided by the hotel occupancy taxes that are made available to GCACI under this Agreement.

(B) GCACI shall maintain complete and accurate financial records of all expenditures of revenues provided to GCACI by the City under this Agreement. GCACI shall make all such books and records fully, completely and promptly available to the City through which an operational audit of all funds and activities of the Program may be made by the Internal Auditor of the City.

Section 6. Prohibition on Discrimination. GCACI shall not discriminate against any person in the development, operation or administration of any aspect of the Program on the basis of race, creed, sex, national origin or handicapped status.

Section 7. Termination. Either party may terminate this Agreement, at will and without cause, by giving written notice of termination to the other party not less than thirty-days prior to the date of termination. Upon the termination of this contract, either due to the expiration of the stated term hereof or due to the exercises by either party of the above described right of termination, any balance of funds in the account established for the GCACI program, as well as any equipment or other party which has been purchased from those accounts or transferred from the City shall belong to and be returned to the City. This provision shall not prevent the City and the GCACI from agreeing to use any such fund balance for the continuation of the GCACI program in the event the parties enter into another subsequent contract. The City shall not be responsible for any obligations made outside the contract period.

Section 8. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by a courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 9. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 10. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provision 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 11. Waiver. Either City or GCACI shall have the right to waive any requirement contained in this Agreement, which 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 waive 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 18. Computation of Deadlines. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 19. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties 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 20. 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, joint venture, or employment, 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. Neither party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except in accordance with the express terms of this Agreement or as otherwise authorized in writing by the other. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

Section 21. 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 dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 22. No Waiver of Immunity or Defense. No party, by execution of this Agreement, waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law.

EXECUTED on the dates indicated below but deemed to be effective as of the _____ day of _____, 2018.

GARLAND CULTURAL ARTS COMMISSION, INC.

DeAnne Driver, Chairman

CITY OF GARLAND, TEXAS

Bryan Bradford, City Manager



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

4.

Meeting Date: 10/16/2018

Item Title: Extension of Vision Energy Consultants, Inc. Services

Submitted By: Jeff Janke, Administration

Summary of Request/Problem

Garland Power & Light is requesting an extension of the agreement for services provided by Vision Energy Consultants, Inc. to provide management consulting services to the City.

Recommendation/Action Requested and Justification

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

Attachments

Vision Energy Consultant Agreement

CONSULTATION SERVICES RETAINER AGREEMENT
[Amended and Restated 2018]

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

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

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

2. Compensation.

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

(B) Consultant agrees to cover routine business expenses out of the compensation provided under this Agreement. City will pay or reimburse, as the case may be, documented, actual, necessary, and reasonable non-routine out-of-pocket expenses incurred by Consultant in performing services under this Agreement for the City. Non-routine expenses include long-distance telephone and long-distance fax charges, postage, outside copying charges, travel/lodging expenses, and similar business-related expenses (other than usual office overhead, the cost of which is included in the fee specified in 2(A)). Such reimbursable expenses may not exceed \$1,000.00 per month without the prior written approval of the City Manager.

3. Records; Reports and Work Product; Billing.

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

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

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

4. Status of Consultant; Indemnity.

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

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

- (1) The hiring, evaluation, assignment, scheduling, promotion, discipline, or termination of any City employee;

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

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

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

5. Term; Termination; Renewal. This Agreement shall be effective for a term of three years following the Effective Date as set forth above the signatures of the party. The City may terminate this Agreement if Consultant fails or refuses to fulfill or perform any covenant, agreement or obligation of Consultant under this Agreement or if Consultant fails or refuses to devote sufficient time and effort to the work to be performed under this Agreement, and such failure or refusal continues without correction for a period of thirty (30) or more consecutive days following written notice by the City, which notice shall set forth with material specificity the nature of such failure. City agrees to pay Consultant for all services actually performed and for expenses actually incurred as of the day of termination provided that such services and expenses conform to the terms of this Agreement. Any renewal of this Agreement shall require the approval of the City Council.

6. Notices. Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is posted in a U.S. mail receptacle, postage prepaid, to the address of the applicable party set out below such party's signature hereinbelow, if sent by mail. Either party hereto may change such party's address for notice to another address within the United States of America, but until written

notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

7. **No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party; provided that: (A) the City may assign this Agreement to a local government corporation created by the City; (B) no sale, transfer or exchange of stock by Consultant shall result in Ray Schwertner having less than a controlling interest in the owning entity or being less than a majority owner of the owning entity; and, (C) Ray Schwertner shall in any event retain primary responsibility for the performance of the services to be provided under this Agreement.

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

9. **Waiver.** Either party shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.

10. **Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in Dallas County, Texas, and exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

11. **Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. The parties acknowledge that they have read and participated in the preparation of this Agreement so that this Agreement shall not be construed either more or less strongly in favor of or against either party.

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

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

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

15. Exhibits. All exhibits attached hereto are incorporated herein by reference for all purposes wherever reference is made to the same provided that, to the extent of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of this Agreement shall control.

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

17. Confidentiality; Fiduciary Obligations.

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

(B) Consultant is providing its services and is receiving compensation for those services in a fiduciary capacity under this Agreement. Therefore, Consultant agrees that it shall not use Confidential Information for any purpose other than in furtherance of the purposes described in this Agreement; that is, in furtherance of its professional obligations and services to the City. Neither Consultant nor any of its employees shall be engaged in any competitive or conflicting

activity without the express written consent of the City Council nor shall Consultant or its employees accept any employment, enter into any agreement, or engage in any activity that could conflict with Consultant's fiduciary obligations to the City. Consultant shall exercise extreme care to avoid conflicts, unintended or otherwise, which may arise in the future. Consultant shall disclose any other dealings that Consultant may have with others that in any manner relate to the activities, functions or operations of the City. Consultant agrees that during the initial three year term of this Agreement it will not hire, employee, retain or otherwise engage the services of any person who is, as of the Effective Date, an employee of the City.

[Signature page follows]

EXECUTED this ____ day of _____, 2018 (the "Effective Date").

CITY:

CITY OF GARLAND, TEXAS

CONSULTANT:

**VISION ENERGY CONSULTANT,
INC.**

Bryan Bradford
City Manager

Ray Schwertner
President

ADDRESS FOR NOTICE:

CITY

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

Attn: City Manager

CONSULTANT

Vision Energy Consultants, Inc.
816 Congress
Suite 370
Austin, Texas 78701

Attn: Ray Schwertner, President

With a copy to:

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

Exhibit A

Scope of Work

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

Very High Priority

- Provide strategic advice and information to City Manager and GPL executives concerning legislative and regulatory issues and their effect on GPL business and policy initiatives.
- Monitor all hearings, meetings, and proposed legislation and regulation of interest to GPL.
- Identify policy risks and opportunities for GPL.
- Cultivate and maintain relationships with key policy makers, government leaders and staff, and key stakeholders.
- Communicate with public officials and their staff to convey positions that advance GPL's mission and services.
- Support GPL communication activities related to governmental affairs.
- Collaborate with all GPL advocacy resources to ensure alignment of strategies.
- Identify new transmission, substation, or switchyard projects that provide alternative revenue.
- Continue support and advocacy for Pattern Energy projects.
- Identify additional revenue opportunities for GP&L QSE and Transmission Operations.

High Priority

- Initiate and provide support regarding scheduling of targeted meetings and introductions with key governmental officials.
- Host/coordinate City Manager and GPL executive team meetings and briefings related to legislation and regulation.
- Conduct ongoing assessment of changing political and policy arena, and update City Manager and GPL executive team of anticipated trends.
- Identify new renewable energy opportunities.

Others as Agreed Upon by City Manager and VEC



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

5.

Meeting Date: 10/16/2018

Item Title: Sale of Property - 517 Parker Circle

Submitted By: Corey Worsham, Tax Administrator

Summary of Request/Problem

At the October 1, 2018 City Council Work Session, Council was briefed on the potential sale of property at 517 Parker Circle. The City of Garland has received an unsolicited offer from Mr. Marco Garcia related to the purchase of City owned property obtained through a 2015 Sheriff's Sale. Mr. Garcia has presented an offer of \$19,130.00 for the property. The purchaser has also agreed to pay the post-judgment taxes at closing. The post-judgment taxes will be approximately \$3,503.52 bringing the total amount paid at closing to approximately \$22,633.52. The City of Garland will receive sale proceeds of \$1,500 for maintenance and a total of \$2,704.47 in taxes (includes post-judgment taxes of \$958.38).

Recommendation/Action Requested and Justification

Staff recommends that the City Council accept the offer and sell the property to Mr. Garcia. This property has been held by the City of Garland since 2015 and pursuant to Section 34.05 of the Texas Property Tax Code it may be resold to a private entity with approval of the governing body.

Attachments

Resolution - 517 Parker

Offer - 517 Parker

Deed - 517 Parker

Map and Picture - 517 Parker

RESOLUTION NO. _____

A RESOLUTION AGREEING TO THE SALE OF CERTAIN PROPERTY LOCATED WITHIN THE CITY OF GARLAND AND OWNED BY TAXING AUTHORITIES INCLUDING THE CITY OF GARLAND AS THE RESULT OF A TAX SALE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, taxing entities including the City of Garland, Texas, have become owners of certain real property by virtue of a foreclosure sale conducted pursuant to an order of the 14th Judicial District Court of Dallas County, Texas in cause number TX10-31326, and

WHEREAS, it is to the benefit of all taxing entities that the property ultimately be returned to the tax rolls

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

Section 1

That City agrees to the sale of certain real property being

LOT 24 OF RAINBOW ESTATES NO. 5 ADDITION, SITUATED IN CITY BLOCK 5 IN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS AS SHOWN BY DEED RECORDED IN VOLUME 85218 PAGE 2203 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND MORE COMMONLY ADDRESSED AS 517 PARKER CIRCLE, GARLAND, DALLAS COUNTY, TEXAS

Section 2

That the Mayor is hereby authorized to execute a deed without warranty in the form and substance of that attached hereto as Exhibit "A".

Section 3

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

PASSED AND APPROVED this the ____ day of _____, 2018.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



J. DOUGLAS BURNSIDE
Attorney at Law
1919 S. Shiloh Rd, Ste 310, LB 40
Garland, Texas 75042
p: 972-278-8282
f: 972-278-8222
w: www.pbfcml.com

July 3, 2018

Mr. Corey Worsham
Tax Assessor/Collector
City of Garland
217 N. 5th Street
Garland, Texas 75040

Via electronic-mail

Re: Offer from Marco A. Garcia to purchase
517 Parker Circle, Garland, Texas

Dear Mr. Worsham:

Marco A. Garcia has offered to purchase 517 Parker Circle, Garland, Texas (ACCT. NO. 26468500050240000; LOT 24 OF RAINBOW ESTATES NO. 5 ADDITION, SITUATED IN CITY BLOCK 5 IN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS AS SHOWN BY DEED RECORDED IN VOLUME 85218 PAGE 2203 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND MORE COMMONLY ADDRESSED AS 517 PARKER CIRCLE, GARLAND, DALLAS COUNTY, TEXAS) for \$19,130.00. In addition to that amount, all post-judgment taxes for the years 2012-2015 will be paid at closing. The total amount of post-judgment taxes will be approximately \$3,503.52 of which the City of Garland will receive approximately \$958.38.

This property was sold at a Sheriff's Sale on September 1, 2015 pursuant to delinquent tax collection suit number TX10-31326. There were no bidders and the property was struck off to the City of Garland for itself and on behalf of the other taxing jurisdictions. The property was struck off for the assessed value in the judgment, \$19,130.00.

The property's most recent value according to the Appraisal District is \$19,130.00. The total judgment amount was \$60,597.88, which includes taxes, penalties and interest, abatement liens, demolition liens, civil penalties lien, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code, City reimbursement for post-sale maintenance, court costs and costs of sale must be paid first out of the proceeds of a resale. Those expenses and costs total \$8,420.65. The remainder would be distributed to the taxing jurisdictions pro-rata. A breakdown of amounts each taxing entity will receive is enclosed.

Because the sale price is greater than the assessed value of the property in the Judgment, this sale meets the criteria of §34.05(h) and does not require the consent of the other taxing units in the Judgment.

If the City decides to accept this offer, enclosed for execution is a Special Warranty Deed our office prepared for this resale. When the Deed is executed, please return it to me so that I may finalize the transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Douglas Burnside", is written over a light gray rectangular background.

J. Douglas Burnside

Enclosure

Re-sale Disbursement Worksheet
City of Garland

CAD Acct #:	26468500050240000
Property address:	517 Parker Circle
Cause No.:	TX10-31326
Judgment Date:	January 16, 2013
Sheriff's Sale Date:	September 1, 2015
Judgment amount:	GISD 1989-2011 taxes \$16,475.69 (63.9%)
	City 1992-2011 taxes \$4,204.92 (16.3%)
	County 1990-2011 taxes \$5,109.55 (19.8%)
Total Judgment for Taxes:	\$25,790.16
City Abatement Liens:	\$15,655.26
Court costs:	\$4,670.82
Sheriff's fees for sale:	\$1,857.83
Publication fees for sheriff's sale, paid by Perdue Brandon:	\$392.00
Total Costs:	\$6,920.65

Funds to be disbursed as follows:

1.	Dallas County District Clerk	\$4,670.82
2.	Dallas County Sheriff	\$1,857.83
3.	Perdue Brandon Fielder Collins & Mott, LLP	\$392.00
4.	City of Garland (administrative fee)	\$1,500.00
5.	City of Garland (Pro-rata Judgment tax year distribution)	\$1,746.09
6.	Garland ISD (Pro-rata Judgment tax year distribution)	\$6,841.52
7.	John Ames, Dallas County Tax Assessor (Pro-rata Judgment tax year distribution)	\$2,121.74
	TOTAL Judgment Distribution	\$19,130.00

Post Judgment Distribution:

8.	City of Garland (Post Judgment tax year distribution)	\$958.38
9.	Garland ISD (Post Judgment tax year distribution)	\$1,654.53
10.	John Ames, Dallas County Tax Assessor (Post Judgment tax year distribution)	\$890.61
	TOTAL Post Judgment Distribution	\$3,503.52
	TOTAL Distribution	\$22,633.52

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Marco A. Garcia, 2503 Oates Drive, Dallas, TX 75228** ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain lot, tract, or parcel of land, commonly known as **517 Parker Circle**, situated in the City of Garland, County of Dallas, State of Texas, to wit:

ACCT. NO. 26468500050240000; LOT 24 OF RAINBOW ESTATES NO. 5 ADDITION, SITUATED IN CITY BLOCK 5 IN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS AS SHOWN BY DEED RECORDED IN VOLUME 85218 PAGE 2203 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND MORE COMMONLY ADDRESSED AS 517 PARKER CIRCLE, GARLAND, DALLAS COUNTY, TEXAS (the "Property").

This Deed Without Warranty is subject to:

- (i) any and all visible and apparent easements and encroachments, whether of record or not;
- (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;
- (iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;
- (iv) rights of parties in possession; and
- (v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance

with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING UNDER COMMON LAW OR STATUTE.

The intent of this Deed Without Warranty is to transfer the Property foreclosed on by the Grantor taxing jurisdictions in Cause TX10-31326 in the 14th Judicial District Court, Dallas County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 2018.

GRANTOR:

CITY OF GARLAND, a Texas home-rule municipality

By: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

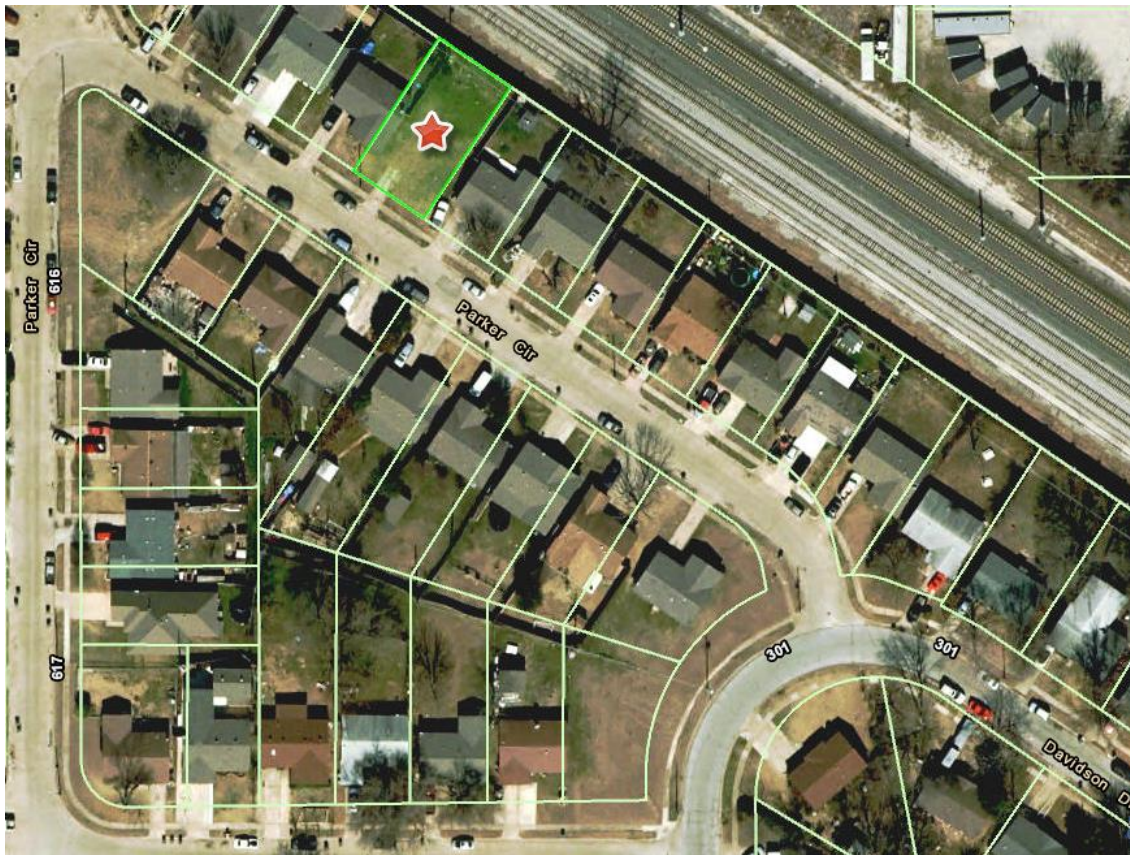
The foregoing instrument was acknowledged before me on the _____ day of _____, 2018, by _____, in her capacity as Mayor of the City of Garland.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

517 Parker Circle
Map and Picture





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

6.

Meeting Date: 10/16/2018

Item Title: Sale of Property - 1510 High Meadow Drive

Submitted By: Corey Worsham, Tax Administrator

Summary of Request/Problem

At the October 1, 2018 City Council Work Session, Council was briefed on the potential sale of property at 1510 High Meadow Drive. The City of Garland has received an unsolicited offer from Mr. Marco Garcia related to the purchase of City owned property obtained through a 2010 Sheriff's Sale. Mr. Garcia has presented an offer of \$22,000 for the property. The purchaser has also agreed to pay the post-judgment taxes at closing. The post-judgment taxes will be approximately \$848.17 bringing the total amount paid at closing to approximately \$22,848.17. The City of Garland will receive sale proceeds of \$1,500 for maintenance and a total of \$4,460.71 in taxes (includes post-judgment taxes of \$236.28).

Recommendation/Action Requested and Justification

Staff recommends that the City Council accept the offer and sell the property to Mr. Garcia. This property has been held by the City of Garland since 2010 and pursuant to Section 34.05 of the Texas Property Tax Code it may be resold to a private entity with approval of the governing body.

Attachments

Resolution - 1510 High Meadow

Offer - 1510 High Meadow

Deed - 1510 High Meadow

Map and Picture - 1510 High Meadow

RESOLUTION NO. _____

A RESOLUTION AGREEING TO THE SALE OF CERTAIN PROPERTY LOCATED WITHIN THE CITY OF GARLAND AND OWNED BY TAXING AUTHORITIES INCLUDING THE CITY OF GARLAND AS THE RESULT OF A TAX SALE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, taxing entities including the City of Garland, Texas, have become owners of certain real property by virtue of a foreclosure sale conducted pursuant to an order of the 191st Judicial District Court of Dallas County, Texas in cause number TX08-40905, and

WHEREAS, it is to the benefit of all taxing entities that the property ultimately be returned to the tax rolls

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

Section 1

That City agrees to the sale of certain real property being

LOT 24, BLOCK 15, QUAIL CREEK NO. 3 ADDITION, aka 1510 HIGH MEADOW DRIVE, CITY OF GARLAND, DALLAS COUNTY, TEXAS AS RECORDED IN VOLUME 75197, PAGE 42 OF THE DALLAS COUNTY DEED RECORDS

Section 2

That the Mayor is hereby authorized to execute a deed without warranty in the form and substance of that attached hereto as Exhibit "A".

Section 3

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

PASSED AND APPROVED this the ____ day of _____, 2018.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



J. DOUGLAS BURNSIDE
Attorney at Law
1919 S. Shiloh Rd, Ste 310, LB 40
Garland, Texas 75042
p: 972-278-8282
f: 972-278-8222
w: www.pbfcml.com

May 29, 2018

Mr. Corey Worsham
Tax Assessor/Collector
City of Garland
217 N. 5th Street
Garland, Texas 75040

Via electronic-mail

Re: Offer from Marco Garcia to purchase
1510 High Meadow, Garland, Texas

Dear Mr. Worsham:

Marco Garcia has offered to purchase 1510 High Meadow, Garland, Texas (BEING LOT 24, BLOCK 15, QUAIL CREEK NO. 3 ADDITION, aka 1510 HIGH MEADOW DRIVE, CITY OF GARLAND, DALLAS COUNTY, TEXAS AS RECORDED IN VOLUME 75197, PAGE 42 OF THE DALLAS COUNTY DEED RECORDS) for \$22,000.00. In addition to that amount, all post-judgment taxes for the year 2010 will be paid at closing. The total amount of post-judgment taxes will be approximately \$848.17 of which the City of Garland will receive approximately \$236.28.

This property was sold at a Sheriff's Sale on December 7, 2010 pursuant to delinquent tax collection suit number TX08-40905. There were no bidders and the property was struck off to the City of Garland for itself and on behalf of the other taxing jurisdictions. The property was struck off for the assessed value in the judgment, \$15,000.00.

The property's most recent value according to the Appraisal District is \$22,000.00. The total judgment amount was \$56,824.73, which includes taxes, penalties and interest, abatement liens, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code, City reimbursement for post-sale maintenance, court costs and costs of sale must be paid first out of the proceeds of a resale. Those expenses and costs total \$5,116.22. The remainder would be distributed to the taxing jurisdictions pro-rata. A breakdown of amounts each taxing entity will receive is enclosed.

Because the sale price is greater than the assessed value of the property in the Judgment, this sale meets the criteria of §34.05(h) and does not require the consent of the other taxing units in the Judgment.

If the City decides to accept this offer, enclosed for execution is a Special Warranty Deed our office prepared for this resale. When the Deed is executed, please return it to me so that I may finalize the transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Douglas Burnside", is written over a light gray rectangular background.

J. Douglas Burnside

Enclosure

Re-sale Disbursement Worksheet
City of Garland

CAD Acct #:	26461500150240000
Property address:	1510 High Meadow
Cause No.:	TX08-40905
Judgment Date:	June 16, 2010
Sheriff's Sale Date:	December 7, 2010
Judgment amount:	GISD 1990-2009 taxes \$8,632.93 (52.9%)
	City 1989-2009 taxes \$4,081.71 (25.0%)
	County 1986-2009 taxes \$3,598.73 (22.1%)
Total Judgment for Taxes:	\$16,313.37
City Abatement Liens:	\$26,787.44
Court costs:	\$2,011.25
Sheriff's fees for sale:	\$1,302.47
Publication fees for sheriff's sale, paid by Perdue Brandon:	\$302.50
Total Costs:	\$3,616.22

Funds to be disbursed as follows:

1.	Dallas County District Clerk	\$2,011.25
2.	Dallas County Sheriff	\$1,302.47
3.	Perdue Brandon Fielder Collins & Mott, LLP	\$302.50
4.	City of Garland (administrative fee)	\$1,500.00
5.	City of Garland (Pro-rata Judgment tax year distribution)	\$4,224.43
6.	Garland ISD (Pro-rata Judgment tax year distribution)	\$8,934.79
7.	John Ames, Dallas County Tax Assessor (Pro-rata Judgment tax year distribution)	\$3,724.56
	TOTAL Judgment Distribution	\$22,000.00

Post Judgment Distribution:

8.	City of Garland (Post Judgment tax year distribution)	\$236.28
9.	Garland ISD (Post Judgment tax year distribution)	\$402.82
10.	John Ames, Dallas County Tax Assessor (Post Judgment tax year distribution)	\$209.07
	TOTAL Post Judgment Distribution	\$848.17

	TOTAL Distribution	\$22,848.17
--	---------------------------	--------------------

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Marco Garcia, 2503 Oates Drive, Dallas, TX 75228** ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain lot, tract, or parcel of land, commonly known as **1510 High Meadow**, situated in the City of Garland, County of Dallas, State of Texas, to wit:

**BEING LOT 24, BLOCK 15, QUAIL CREEK NO. 3 ADDITION,
aka 1510 HIGH MEADOW DRIVE, CITY OF GARLAND,
DALLAS COUNTY, TEXAS AS RECORDED IN VOLUME
75197, PAGE 42 OF THE DALLAS COUNTY DEED RECORDS
(the "Property").**

This Deed Without Warranty is subject to:

- (i) any and all visible and apparent easements and encroachments, whether of record or not;
- (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;
- (iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;
- (iv) rights of parties in possession; and
- (v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING UNDER COMMON LAW OR STATUTE.

The intent of this Deed Without Warranty is to transfer the Property foreclosed on by the Grantor taxing jurisdictions in Cause TX08-40905 in the 191st Judicial District Court, Dallas County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 2018.

GRANTOR:

CITY OF GARLAND, a Texas home-rule
municipality

By: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2018, by _____, in his capacity as Mayor of the City of Garland.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

1510 High Meadow Map and Picture





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

7.

Meeting Date: 10/16/2018

Item Title: Bond Study Committee Appointment

Submitted By: John Baker, Assistant City Manager

Summary of Request/Problem

In accordance with the City Charter, Article X - Section 3, the Council will consider an appointment to the Bond Study Committee.

Council Member Robert Vera

- Terri Chepregi

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Terri Chepregi - Bond Study Committee



GARLAND

TEXAS MADE HERE

CITY OF GARLAND
RECEIVED
SEP 10 2018
CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: September 9, 2018

Name: Terri Chepregi

Phone:

(Home)

Address: 1906 Timbercreek Dr

Phone:

(Other)

City, State, Zip: Garland, TX 75042

Email:

Resident of Garland for 35 years

Resident of Texas for 36 years

Dallas County Voter Registration Number

Garland City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

My primary career has been in accounting, including corporate and nonprofit. I am familiar with budgets and financial priority setting. I understand the mechanics of bond issues. If you have previously served on a City Board or Commission, please specify and list dates of service.

Library Board, approximately 2013-present

List civic or community endeavors with which you have been involved.

Bike DFW Leadership Richardson
Hondbell char Richardson ISD Bi-Racial Advisory Committee

What is your educational background?

- Certified Public Accountant
- Certified Management Accountant
- Master of Library Science

What is your occupational experience?

- Financial Accounting, Director of Finance for a \$2.2m nonprofit in Dallas 2013-present
- Librarian, Richland College 2011-present (part-time)

I hereby affirm that all statements herein are true and correct. Terri Chepregi

Board or Commission of first, second, and third choice:

- | | | |
|---|---|--|
| ☐ Board of Adjustment | ☐ Garland Youth Council ** | ☐ Parks and Recreation Board |
| ☐ Citizens Environmental and Neighborhood Advisory Committee | ☐ Property Standards Board | ☐ Plan Commission |
| ☐ Community Multicultural Commission | ☐ Library Board | ☐ Senior Citizens Advisory Committee |
| ☐ Garland Cultural Arts Commission | | ☐ Unified Building Standards Commission |

**Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒
Current ☐

Past Due ☐
Past Due ☐

Date Appointed

Appointed By

CSO Suit/Claim Filed

Yes ☐ No ☒

Date Notified

PAID IN FULL 9/10/18



GARLAND POLICY REPORT

City Council Regular Session Agenda

8.

Meeting Date: 10/16/2018

Item Title: Request for Development Assistance from Revolving Kitchen - Dallas

Submitted By: David Gwin, Economic Development Director

Strategic Focus Areas: Growing Economic Base

ISSUE

Consider a development incentive request from Revolving Kitchen - Dallas for a partial rebate of applicable Real Estate (RE) and Business and Personal Property (BPP) tax required of a proposed new commercial project for a specific period of time and a rebate of applicable Development Fees up to a maximum amount.

OPTIONS

1. Approve the staff recommendation for a partial rebate of the applicable RE and BPP tax and certain City development fees
2. Not approve a rebate of the applicable RE and BPP taxes and certain City development fees

RECOMMENDATION

The City would provide a fifty percent (50%) rebate of ad valorem tax attributed to new RE and BPP value for the 2020 through 2025 tax years and up to \$10,000 rebate on certain development fees paid to the City upon the company realizing the following performance requirements:

1. Purchase the property at 520 - 530 Shepherd Drive;
2. Add a minimum of \$1 million in new RE and \$300,000 in new BPP valuation to the City's tax roll; and
3. Maintain and operate the project in situ for twelve (12) years

BACKGROUND

There are over 2,500 catering companies; including caters, food trucks, bakeries/cafes, bars and private chefs within a 10-mile radius of the project site. Municipal regulations require all food providers to prepare and cook food in an inspected commercial kitchen. A lack of commissary kitchens and growing demand for short-term commissary kitchen space has provided Revolving Kitchen - Dallas with an exciting expansion opportunity.

There are currently two (2) similar facilities in Garland; each operating three (3) commercial kitchens. Revolving Kitchen - Dallas will offer 25 separate commissary kitchens at the site with

stainless appliances and certain shared spaces, such as storage area and walk-in refrigerator/freezer space. The facility will also include ample parking, on-site Wi-Fi, 24-hour security guard and off-site cleaning/repair/maintenance crews.

CONSIDERATION

The owner has purchased a 33,600 square foot 60-year old industrial building with a current value of \$673,990 and will invest over \$2 million in upgrading and renovating the facility and site. In addition to the real estate investment, the project will also add \$300,000 in new Business Personal Property to the City's tax roll.

Attachments

Proposed Economic Development Incentive Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Garland, a Texas home-rule municipality ("City"), and Revolving Kitchen – Dallas, LLC, a Texas limited liability corporation, and its successors and assigns ("Developer") acting by and through their respective authorized officers. The City and Developer are referred to individually in this Agreement as a "Party" and together they are referred to as the "Parties."

ARTICLE I

RECITALS

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

WHEREAS, the City desires to further the public interest and welfare and induce the investment of private resources in productive business enterprises located in certain areas of the City in order to increase tax revenue for real property and business personal property within the City, and promote or develop new business enterprises; and

WHEREAS, Developer intends to occupy, renovate and operate a Commissary Kitchen business enterprise at an existing 33,600 square foot facility on certain tracts of land located at 520 and 530 Shepherd Drive in the City of Garland, Dallas County, Texas (collectively, the "Property," and as more particularly described in Exhibit "A"); and

WHEREAS, Developer proposes to realize new taxable real estate valuation at the Property that, upon full investment and operation, shall cumulatively result in the addition of \$1,300,000.00 in Non-Exempt Assessed Value at the Property (the "Project"); and

WHEREAS, the Project will result in new economic development in the City, including increases in the number of new jobs; will serve as a catalyst for further, perhaps related development in the area; and will increase tax revenues because of investments in real property, business personal property, and taxable sales within the City; and

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

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

WHEREAS, the City is authorized by Tex. Const. art III, § 52-a and Chapter 380 of the Texas Local Government Code to provide a program for economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

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

WHEREAS, the City has determined, based on information presented to it by the Developer, that making an economic development incentive grant to the Developer in accordance with this Agreement furthers the City's economic development goals and will: (i) promote the economic development objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) advance local economic development and stimulate business and commercial activity in the City; and

WHEREAS, City hereby finds that this Agreement embodies an eligible Program (defined below) and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City;

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

ARTICLE II

DEFINITIONS

Section 2.01. "Compliance Certificate" has the meaning set forth in Section 4.02.

Section 2.02. "Commissary Kitchen" means and includes a commercial facility where caterers, food truck operators and other food service providers can go to prepare and store food.

Section 2.03. "DCAD" means the Dallas Central Appraisal District.

Section 2.04 "Existing Base Value" means (i) for purposes of real property, the "Existing Base Value" values corresponding to the applicable year in Exhibit B and (ii) for purposes of personal property, the "Existing Base Value" values corresponding to the applicable year in Exhibit C.

Section 2.05. "Non-Exempt Assessed Value" means the total assessed value, as reasonably established by DCAD in good faith, of Real and Personal Property assets that are taxable by a Texas taxing authority for ad valorem taxation purposes.

Section 2.06. "Development Fees" means the fees charged by the City for the review, processing and permitting of development imposed by the City pursuant to applicable city ordinances. As provided therein, and for clarity in this Agreement, "development fees" do not include impact fees and/or 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 “development fees” include fees placed in trust or escrow funds for the purpose of reimbursing developers for oversizing or constructing water or pro rata fees for reimbursement of the City’s costs for extending water mains nor charges for water services to a wholesale customer such as a water district, political subdivision or the state, or other wholesale utility customer.

Section 2.07. “Operational” means that Developer has: (i) purchased 520 and 530 Shepherd Drive; (ii) installed, caused, or allowed to be installed additional Real Estate Improvements on the Property with a Non-Exempt Assessed Value of at least \$1,000,000.00; (iii) installed, caused, or allowed to be installed additional Personal Property on the Property with a Non-Exempt Assessed Value of at least \$300,000.00; and (iv) received a certificate of occupancy for the Project at the Property.

Section 2.08. “Performance Period” means the period of time beginning January 1, 2020 and continuing thereafter through December 31, 2031, which is inclusive of the Performance Rebate Period and the Continued Performance Period, in which Developer is obligated to meet certain minimum performance criteria related to DCAD’s assessment of the values of new nonexempt real property improvements and new personal property present on the Property.

Section 2.09. “Performance Rebate Period” means the period of time during the Performance Period, beginning January 1, 2020 and continuing thereafter until December 31, 2025, in which Developer (i) is eligible to receive Performance Rebate Payments subject to the terms and conditions of this Agreement and (ii) is obligated to meet certain minimum performance criteria, as described herein, related to DCAD’s assessment of the values of new non-exempt real property improvements and new personal property present on the Property to avoid owing the City claw-back repayments as calculated in below Section 8.15.

Section 2.10. “Continued Performance Period” means the period of time during the Performance Period, beginning January 1, 2026 and continuing thereafter until December 31, 2031, in which Developer is obligated to meet certain minimum performance criteria, as described herein, related to DCAD’s assessment of the values of new nonexempt real property improvements and new personal property present on the Property to avoid owing the City claw-back repayments as calculated in below Section 8.15.

Section 2.11 “Performance Rebate Payments” means the City’s payments to Developer in the form of annual rebate payments in an amount equal to the applicable percentage as specified in Section 4.01 of this Agreement applied to the total of Developer’s increase in tax payments (for the applicable new real property and personal property valuations as determined by DCAD) received by the City and attributable to the calendar year immediately preceding the year for which a Performance Rebate Payment is requested by Developer in accordance with Article IV.

Section 2.12. “Personal Property” means all materials, supplies, equipment, inventory, or other business personal property attributable to the Project with a taxable situs on the Property that are subject to ad valorem taxes.

Section 2.13. “Personal Property Taxes” are the ad valorem taxes received by the City as a result of the Project on the value of Personal Property located on the Property.

Section 2.14. “Real Property Improvements” means all of the physical improvements attributable to the Project with a taxable situs on the Property that is subject to ad valorem taxes.

Section 2.15. “Real Property Taxes” are the ad valorem taxes received by the City as a result of the Project on the value of Real Property located on the Property.

Section 2.16. “Program” means the economic development program for the Project established by the City pursuant to Texas Local Government Code Chapter 380 to promote economic development and stimulate business and commercial activity within the City as represented by the terms of this Agreement.

Section 2.17. “Project” has the meaning described in the Recitals to this Agreement.

Section 2.18. “Property” has the meaning described in the Recitals to this Agreement, which is inclusive of the tracts of land located at 520 and 530 Shepherd Drive, Garland, Texas.

Section 2.19. “Term” means that time period set forth in Section 8.16 herein.

ARTICLE III

COMMENCEMENT, COMPLETION AND OPERATION OF THE PROJECT

Section 3.01. Commencement and Phasing of the Project. Developer shall initiate the Project, including dedicating resources and funds to meet the required minimum performance standards more particularly described in Section 3.03, on or before December 31, 2019 and to thereafter remain Operational until at least December 31, 2031.

Section 3.02. Continued Operation of Business. After Project becomes Operational, Developer shall continuously operate, maintain, and manage Project on the Property for the duration of the minimum required duration provided in Section 3.01.

Section 3.03. Non-Exempt Assessed Value Performance Standards. Notwithstanding any other provision contained herein to the contrary, Developer shall not be eligible for any Performance Rebate Payments described in Article IV of this Agreement, unless Developer meets the express performance standards specifically described below, based on DCAD’s assessment of the new Non-Exempt Assessed Value for Real and Personal Property of the Project. Developer shall be subject to the performance standards set forth below:

- a. Beginning January 1, 2020 and continuing thereafter through December 31, 2031, the required minimum cumulative Non-Exempt Assessed Value of Developer’s Real Property of the Project shall be no less than the corresponding annual required minimum values attributed to new development and investment listed in Table 3.03(a), which is attached hereto as Exhibit B, and incorporated herein by reference.

- b. Beginning January 1, 2020 and continuing thereafter through December 31, 2031, the required minimum cumulative Non-Exempt Assessed Value of Developer's Personal Property of the Project shall be no less than the corresponding annual required minimum values attributed to new development and investment listed in Table 3.03(b), which is attached hereto as Exhibit C, and incorporated herein by reference.
- c. Any Performance Rebate Payments paid by the City, whether for real property taxes or personal property taxes, shall be calculated as a percentage of only the required minimum new value and shall not be calculated as a percentage of the existing base value. By way of example, if the current total existing base value for the Property is \$700,000 and due to new improvements and investment made by Developer that value increases to \$1,700,000 by January 1, 2020, then Developer shall be entitled to a 50% rebate on \$1,000,000 of the total \$1,700,000 in new valuation. The City shall not owe Developer any rebate on the \$700,000 existing base value.
- d. Any Performance Rebate Payments provided under the Agreement, whether for real property or personal property, owed to Developer by City are subject to Developer maintaining, at minimum, the Existing Base Value of the Real Property and Business Personal Property for the tax year to which such Performance Rebate Payments relate, in the corresponding amounts listed in Exhibits B and C.
- e. In each year of the Performance Rebate Period, Developer shall meet the collective and cumulative Non-Exempt Assessed Value set forth in this Section 3.03, including any exhibits incorporated by reference, for the corresponding annual period to be eligible for a Performance Rebate Payment. Developer's failure to meet any minimum performance standard set forth herein shall subject Developer to the recapture and claw-back provisions of Section 8.15 for the tax year to which such Performance Rebate Payments relate.
- f. Developer is solely responsible for gathering and calculating the information necessary to calculate the Non-Exempt Assessed Values of Developer's Real and Personal Property.
- g. The Parties agree that any Performance Rebate Payments owed by the City are to be applied solely to the amount of the increase in the Real and Personal Property Tax valuations, as determined by DCAD, from the Existing Base Value of the Real and Personal Property valuations of the Property as listed in Exhibits B and C.
- h. The Parties hereby acknowledge and agree that for the purposes of this Agreement the Existing Base Values for both real and personal property, as listed in Exhibits B and C, are accurate and fair valuations of each corresponding tract of land and the Property as a whole, for purposes of this Agreement. **As part of consideration of this Agreement, Developer hereby waives any future causes of action or claims against the City based on any theory that asserts one or more Existing Base Values, as listed in Exhibits B and C, is inaccurate or was improperly determined.**

Section 3.04. "Most Favored Customer." If the City desires to become a customer of any products or services of the Project, Developer agrees that the City will be offered terms and pricing that Developer offers at such time to the most favored customer of any products and/or services of the Project; however, Developer will have no obligation to disclose the terms of any transaction with any customer and Developer may modify the terms and conditions to take into account any substantive differences as warranted.

Section 3.05. "Furthering Garland Recognition and Pride." Developer acknowledges that the City is engaging in and administering the Program to further the economic interests of the people of Garland and that it is important to the City in that regard that Garland receive recognition for its efforts. In its communications, branding, marketing, and promotions throughout the term of this Agreement regarding the Project, Developer shall use commercially reasonable efforts to recognize that the Project is located in Garland, Texas. Developer shall be and remain a customer of the City for all solid waste, water, and waste water services throughout the term of this Agreement.

Section 3.06. Local Purchases. Developer shall make commercially reasonable efforts to purchase within the City of Garland all supplies, materials, and equipment related to the Project and its operation so that the tax situs of sales tax revenue from such purchases is in Garland, Texas.

Section 3.07. Recognition as Important Economic Development Project. City acknowledges that the Project is an important economic development project to the City and consequently will review, process and expedite matters related to the Project in an expedited manner during the term of this Agreement.

ARTICLE IV

PERFORMANCE REBATE PAYMENTS FROM THE CITY

Section 4.01. Performance Rebate Payments. Subject to the requirements and limitations of this Article, the other terms and conditions of this Agreement, and Developer's compliance with its obligations under this Agreement, the City shall make Performance Rebate Payments to Developer in accordance with this section and the rebate percentages associated with the corresponding Developer's required minimum performance standards indicated in the Tables attached as Exhibits B and C.

Section 4.02. Process for Payment. Beginning in the year 2020, and once each year thereafter through 2025, Developer may request a Performance Rebate Payment by written application submitted to the City. The City shall not owe, nor be required to make, a Performance Rebate Payment for any applicable calendar year until such time as:

- a. Developer submits to the City a compliance certificate in substantially the form attached as Exhibit "D" (the "Compliance Certificate") together with all information required under the Compliance Certificate necessary to verify

Developer's material compliance with its obligations under this Agreement for the preceding year; and

- b. the City has actually received all of Developer's Real and Personal Property Taxes owed for the preceding year, as determined by DCAD; and
- c. funds are appropriated by the Garland City Council for the specific purpose of making a Performance Rebate Payment under this Agreement as part of the City's ordinary budget and appropriations approval process or through any subsequent appropriation.

Provided that the foregoing conditions have been satisfied and Developer is otherwise in compliance with this Agreement, the City shall pay to Developer any Performance Rebate Payments due within ninety (90) days after the last to occur of the events in above subsections (a) through (c) of this Section 4.02.

Section 4.03. Tax Protests. Developer agrees that by submitting to the City a request for the payment of a Performance Rebate Payment, Developer has (i) finally agreed to the DCAD assessed tax values and the City's tax rate and procedures on which the Performance Rebate Payment will be based without further protest or challenge; (ii) will not make any claim for a refund, repayment, or reduction of those taxes after settling on any appealed tax assessments or bills from any source, including the City; and (iii) once any existing tax protest has been settled, waives, to the extent allowed by law, the right to protest, challenge, or otherwise contest those taxes in any manner. Notwithstanding any other provision of this Agreement to the contrary, no Performance Rebate Payment shall become due for any tax year in which or for which Developer is protesting the assessed value or contesting an ad valorem tax due until the protest has been finalized by DCAD, Developer, and the affected taxing authority. Developer shall promptly notify the City in writing of any ad valorem tax protest that relate to the Property or any of Developer's Business Personal Property located for tax situs purposes on the Property. In the event Developer receives any refund of ad valorem taxes paid to the City after a Performance Rebate Payment has been made for the tax year for which the refund was paid, Developer agrees to refund to the City the pro rata amount that the City would have been entitled to retain as calculated by the applicable percentage provided in Article III.

ARTICLE V

ADDITIONAL INCENTIVES FROM THE CITY

Section 5.01. Rebate of City Fees. The City agrees to rebate to Developer upon receipt of a final Certificate of Occupancy for the Project, in an amount not to exceed \$10,000.00, Developer's costs accrued due to inspection fees, permit fees, and all applicable platting fees or mitigation fees associated with Developer's improvement of the Property. Developer will be responsible for paying all development-related fees in excess of \$10,000.00.

ARTICLE VI

PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON CITY OBLIGATIONS

Section 6.01. Personal Liability of Public Officials. No current, former or future employee or elected official of the City shall be held individually liable or otherwise be held personally responsible for any liability arising under this Agreement.

Section 6.02. Limitations on City Obligations. The Performance Rebate Payments made and any other financial obligation of the City hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the City as provided in this Agreement. Under no circumstance shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Performance Rebate Payments unless the City budgets and appropriates funds to make such payments during the City's fiscal year in which such payments are due. If the City fails to appropriate funds to make any Performance Rebate Payment(s), it shall immediately notify Developer of such non-appropriation and Developer may, at its sole option, terminate this Agreement, effective upon written notice to the City.

Section 6.03. No Recourse. Except for the right to terminate as provided in Section 6.02, Developer shall have no recourse against the City for the City's failure to budget and appropriate funds during any fiscal year to meet the purposes and satisfy its obligations under this Agreement. In the event that the City fails to budget and/or appropriate funds during any fiscal year necessary to satisfy its obligations under this Agreement, the term of this Agreement shall terminate at Developer's option and, if so terminated, Developer shall have no additional obligations under this Agreement.

Section 6.04. Source of Funds. Performance Rebate Payments shall be made from annual appropriations only from such funds of the City as may be legally appropriated for the implementation of Article III, Section 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code or any other economic development or financing programs authorized by Texas law or the home-rule powers of the City. Any Performance Rebate Payment to be made by the City to Developer shall be limited as described in this Section and shall in no event exceed the amounts as are actually paid by Developer to and received in hand by the City from Personal Property Taxes and Real Property Taxes on the Project.

ARTICLE VII

INFORMATION REGARDING PERFORMANCE

Section 7.01. Information. Subject to this Article VII, Developer shall, at such times and in such form as the City may reasonably request from Developer, provide information concerning the performance of Developer's obligations under this Agreement. The City may use such information only to the extent necessary to confirm the satisfaction of Developer's obligation under this Agreement.

Section 7.02. Annual Certification Related to Compliance with Agreement.

Beginning for the year 2020 and continuing each year thereafter during the Term and, notwithstanding whether Developer is making application for a Performance Rebate Payment, Developer shall submit to the City a duly executed and completed Compliance Certificate on or before March 1 or such other later date agreed to by the City, signed by an authorized officer or employee of Developer, together with supporting documentation necessary to verify Developer's compliance with this Agreement. The City shall have thirty days after receipt of a Compliance Certificate to notify Developer in writing of any questions related to the Compliance Certificate the status of the Project, or information submitted with or in support of the Compliance Certificate or under Section 7.01, and Developer shall diligently work in good faith to respond to such questions to the City's reasonable satisfaction.

Section 7.03. Review of Developer's Records. To the extent that the City has questions about the information supplied by Developer in any report, application, filing, or other document provided pursuant to this Agreement, the Parties will engage in good faith efforts to resolve such questions and, upon the City's reasonable request, Developer will furnish or make available for inspection documentation reasonably sufficient to verify the accuracy and completeness of the report, application, filing, certification or other information, and to demonstrate the manner in which such items or their contents were calculated or prepared. If, notwithstanding the good faith efforts of the Parties to resolve any questions concerning such items, the Parties are unable to resolve such issues, during the Term and for six (6) months thereafter, the City may examine and audit such books and records of Developer as are reasonably sufficient to verify the accuracy of such items. In the event the City's examination reveals a payment deficiency or discrepancy, the Parties will cooperate in good faith to address and resolve such deficiency or discrepancy. Information, documents, and materials provided by Developer shall be treated as described in Section 7.04 of this Agreement. Notwithstanding the foregoing or any other provision of this agreement, Developer shall not be required to disclose, permit the inspection of or examination of, or discuss, any document, information or other matter that is not necessary to verify Developer's compliance with this Agreement and that (a) constitutes trade secrets or proprietary information, (b) is protected from disclosure by law or any binding agreement or (c) is subject to attorney-client, attorney work product or other evidentiary privilege recognized under Texas law. Notwithstanding anything to the contrary herein, the City will not have the right to review, inspect or audit any of Developer's records for purposes of this Agreement after the termination of this Agreement or, to the extent this Agreement remains in effect, more than four years from the due date of the report, application, filing, or other document provided pursuant to this Agreement to which such review, inspection or audit relates.

Section 7.04. Public Records; Confidentiality. Developer acknowledges and agrees that this Agreement, Developer's annual compliance certificates, and certain other documents and filing related to this Agreement are or will be public records subject to disclosure (after redaction of information exempt from disclosure as described below) to the extent required under the Texas Public Information Act. The Parties acknowledge and agree that the Public Information Act exempts from disclosure certain types of records, materials and information, including without limitation: records confidential by law, either constitutional, statutory or by judicial decision (Tex. Gov't Code § 552.101); social security numbers (Tex. Gov't Code § 552.147); trade secrets and

economic development project information (Tex. Gov't Code §§ 552.110, 552.131); and proprietary commercial information (Tex. Gov't Code § 552.110). The City will endeavor to use adequate safeguards, no less than those safeguards observed by the City for its own confidential information, to maintain the security and confidentiality of all materials, communications, data and information related to this Agreement or supplied by Developer in connection with this Agreement that may be subject to such exemptions from disclosure. Developer acknowledges that this Agreement constitutes public information and the materials, communications, data and information related to this Agreement may also constitute public information subject to disclosure under the Public Information Act and agrees that the City may disclose this Agreement, the annual compliance certificates and the portions of materials, communications, data and information related to this Agreement as required by applicable law. The City will make reasonable efforts to (a) give Developer prior written notice of a request for public information (other than a request for copies of this Agreement or annual compliance certificates, which Developer agrees may be released without notice to Developer) in a reasonably practicable time period to allow Developer to seek a protective order or other appropriate remedy, (b) disclose only such information as is required under the applicable law, (c) cooperate with Developer in responding to any such records request (but there shall be no obligation for the City to independently request or join in any request for a ruling from the Attorney General, to engage or participate in litigation or to otherwise pursue any remedies sought by Developer with regard to asserted proprietary commercial or financial information or trade secrets). The City, without waiving its right to appeal an opinion or ruling under applicable procedures, will or may comply with any opinion or ruling of the Texas Attorney General or court order recommending or requiring redaction or withholding of information in response to a request for public information without further protest or appeal.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

- a. The masculine shall include the feminine and neuter.
- b. References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.
- c. The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.

- d. This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.
- e. Unless expressly provided otherwise in this Agreement, (i) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.
- f. Use of the words "include" or "including" or similar words shall be interpreted as "including but not limited to" or "including, without limitation."
- g. The recitals to this Agreement are incorporated herein.

Section 8.02. Force Majeure. Unless otherwise provided, all obligations of Developer and City shall be subject to events of "force majeure" which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor, and inadequate capacity within the electric grid outside the control of the City or Garland Power & Light affecting the Property. Notwithstanding any other provision to the contrary, calculations for Performance Rebate Payments owed by the City, including any tax valuations determined by DCAD, are not subject to, and expressly excluded from, events of "force majeure." Performance Rebate Payment amounts owed by the City shall be strictly calculated in accordance with the terms and conditions of Article III, without regard to any event, contingency, or cause beyond the reasonable control of either Party.

Section 8.03. Dispute Resolution and Step Negotiations. (a) The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows. Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days' notice of such intention and may also

be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the federal and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

(b) In the event that the Parties are unable to resolve any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in Section 8.03(a), such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase. If the mediation process has not resolved the dispute within thirty (30) days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of Court Proceedings, subject to the limitations of this Agreement.

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

Section 8.04. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other party.

Section 8.05. Accommodation of Financing Parties. To facilitate Developer's obtaining of financing to construct and operate the Project, City shall make reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be reasonably requested by Developer or Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects or unduly burdens the City. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties, and provided by the City.

Section 8.06. Entire Agreement. This Agreement and the Exhibits attached hereto

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

Section 8.07. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; not to be unreasonably withheld, conditioned or delayed; provided that Developer may, without the City's consent, assign this Agreement to a wholly-owned subsidiary or affiliate of Developer. However, without the City's consent, Developer may enter into a collateral assignment of this Agreement in connection with any financing of the Project. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or performance by a party with whom Developer or its affiliates contract shall be deemed to be performance by Developer.

Section 8.08. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory.

Section 8.09. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 8.10. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either party or its counsel in person, via an express mail service, courier, facsimile transmission (but only if the transmission provides a date and time stamped confirmation that the transmission was successfully completed and duplicate notice is also given via express mail service, courier, or USPS certified mail, return receipt requested) or via USPS certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice is given in person, the next business day following the date on which said notice is transmitted via facsimile, or, as applicable, on the date the notice is deposited with an express mail service, courier, or the United States mail. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
200 North Fifth Street
Fourth Floor
Garland, Texas 75040
Attn: City Manager
Phone: (972) 205-2000
Fax: (972) 205-2504

With a required copy to:
Mr. David Gwin, AICP, CEcD
Director of Economic Development
Post Office Box 469002
Garland, Texas 75046
Phone: (972) 205-3800
Fax: (972) 205-3801
dgwin@garlandtx.gov

With a required copy to:
Mr. Brad Neighbor
City Attorney
200 North Fifth Street
Fourth Floor
Garland, Texas 75046
Phone: (972) 205-2380
Fax: (972) 205-2389
bneighbo@garlandtx.gov

If to Developer:

Tyler Shin
Managing Member
Revolving Kitchen-Dallas, LLC
520 Shepherd Drive
Garland, TX 75042
Phone: (310) 701-6678
Tylersul.shin@gmail.com

With a required copy to:
Tyler Shin
1526 Abrams Road
Dallas, TX 75214

Section 8.11. Employment of Undocumented Workers. During the term of this Agreement Developer agrees not to knowingly employ any undocumented workers. If Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the Performance Rebate Payments and any other funds received by Developer from the City as of the date of such violation within 120 business days after the date Developer is notified by the City of such violation, plus interest at the rate of six percent compounded annually from the date of violation until paid. Developer shall notify the City within thirty days of the imposition of any penalty under 8 U.S.C. § 1324a(f).

Section 8.12. Non-Collusion. Developer represents and warrants that neither Developer nor anyone on Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

Section 8.13. Time of the Essence; determination of deadlines. Time is of the essence in the performance of this Agreement. Any deadline consisting of a period of days shall be calculated using the method provided in Tex. Gov't Code § 311.014.

Section 8.14. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

Section 8.15. Default and Claw-Back. (a) The City shall notify Developer, in writing, of a default by Developer in complying with the terms and provisions of this Agreement. In the event that Developer has failed to cure the default(s) within thirty (30) days of receipt of the notice of default (or has failed to commence and diligently pursue such cure within such thirty (30) day period if cure cannot be completed within such thirty (30) day period), Developer shall promptly reimburse the City for the property tax revenue lost for the subject phase according to the formula in below subsection (b). Failure on the part of the City to exercise any right contained in this Agreement shall not constitute waiver of any right in the event of any subsequent default, and no waiver shall be effective unless in writing, executed by both the City and Developer.

(b) If the Non-Exempt Assessed Value for Real and/or Personal Property is 84% or less than the relevant annual minimum assessed value performance standard for a given year within either the Performance Rebate Period or the Continued Performance Period, as set forth in Section 3.03 and Exhibits B and C, the City may, in addition to any other available remedy, recapture a portion of the Performance Rebate Payments made to Developer. In such event, Developer shall repay the City an amount calculated as follows:

the total sum of the Performance Rebate Payments made to Developer x the percentage
by which the phase is short of meeting the applicable assessed value performance standard

the number of prior years the subject phase successfully met the assessed value
performance standards

Section 8.16. Term. The Term of this Agreement commences on the Effective Date and continues until December 31, 2031, unless sooner terminated by either Party in accordance with the terms of this Agreement; provided that Developer's obligation to reimburse or repay the City for any obligation to the City otherwise arising under this Agreement prior to the date of termination of this Agreement shall survive the termination of this Agreement; provided further, that the City's obligation to pay rebates arising under this Agreement prior to the date of termination of this Agreement shall survive termination of this Agreement.

Executed and effective as of the 4~~th~~ day of October, 2018.

DEVELOPER

**Revolving Kitchen – Dallas, LLC,
a Texas limited liability company**

By: 

Name: Tyler Skih

Title: Managing Member

Executed and effective as of the ____ day of _____, 2018.

CITY

**City of Garland,
a Texas home-rule municipality**

By: _____
Bryan L. Bradford,
City Manager

Approved as to Content:

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

Exhibit A

Property Legal Description

Being the South 265.00 feet of Lot 1 and the North 54.84 feet of Lot 2 of Shepherd Industrial Park, according to the plat thereof recorded in Volume 49, Page 75, Map Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at an 1/2 inch iron rod found in the Northwest corner of Lot 1, also being the South 265 foot of Lot 1 and also being the East R.O.W. line of Shepherd Drive (a 50 foot R.O.W.);

THENCE East and leaving said R.O.W. line of Shepherd Drive a distance of 250.00 feet to a 1/2 inch iron rod found for corner;

THENCE South 00 degrees 14 minutes 00 seconds West and passing a 1/2 inch iron rod at 265.00 feet and being the Northeast corner of said Lot 2 for a total distance of 319.84 feet to a 1/2 inch iron rod found for corner;

THENCE West a distance of 250.00 feet to a "X" found in concrete and being the East R.O.W. line of said Shepherd Drive;

THENCE North 00 degrees 14 minutes 00 seconds East along said R.O.W. line of Shepherd Drive and passing an iron rod at 58.00 feet and being the Northwest corner of said Lot 2 and continuing along said Shepherd Drive for a total distance of 319.84 feet to the POINT OF BEGINNING and containing 79,960.00 square feet or 1.84 acres of land.

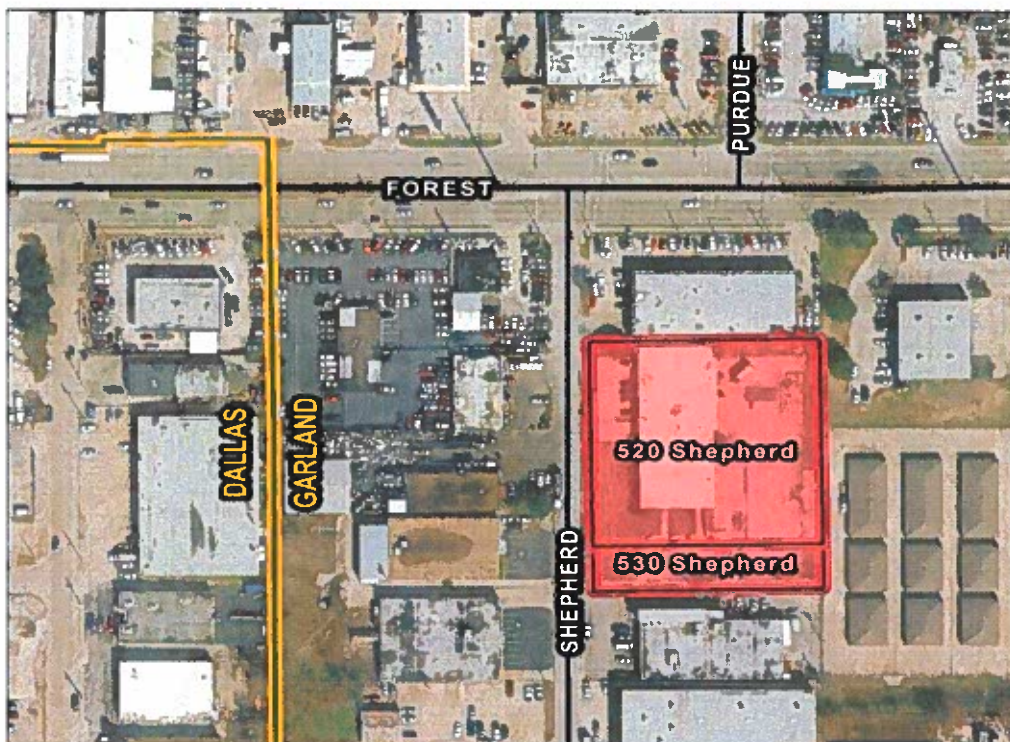


Exhibit B
Real Property Performance Standards

Table 3.03(a) Real Estate Performance Standards		YEAR			
		January 1, XXXX	Current Value (3% increase)	Required Minimum New Real Estate Property Value	Rebate on New Value
		2018	\$673,990	--	--
		2019	\$694,210	--	--
PERFORMANCE PERIOD	PERFORMANCE REBATE PERIOD	2020	\$715,036	\$1,715,036	50%
		2021	\$736,487	\$1,736,487	50%
		2022	\$758,582	\$1,758,582	50%
		2023	\$781,339	\$1,781,339	50%
		2024	\$804,779	\$1,804,779	50%
		2025	\$828,923	\$1,828,923	50%
	CONTINUED PERFORMANCE PERIOD	2026	\$853,790	\$1,853,790	0%
		2027	\$879,404	\$1,879,404	0%
		2028	\$905,786	\$1,905,786	0%
		2029	\$932,960	\$1,932,960	0%
		2030	\$960,949	\$1,960,949	0%
		2031	\$989,777	\$1,989,777	0%

Exhibit C
Personal Property Performance Standards

Table 3.03(b) Personal Property Performance Standards		YEAR		
		January 1, XXXX	Required Minimum New Personal Property Value	Rebate on New Value
		2018	--	--
		2019	--	--
PERFORMANCE PERIOD	PERFORMANCE REBATE PERIOD	2020	\$249,000	50%
		2021	\$222,000	50%
		2022	\$204,000	50%
		2023	\$183,000	50%
		2024	\$165,000	50%
		2025	\$156,000	50%
	CONTINUED PERFORMANCE PERIOD	2026	\$144,000	0%
		2027	\$129,000	0%
		2028	\$120,000	0%
		2029	\$99,000	0%
		2030	\$87,000	0%
		2031	\$75,000	0%

Exhibit D
Compliance Certificate



GARLAND
TEXAS MADE HERE

**Annual Development Incentive Compliance
and Certification Report**

Instructions:

Reporting Period: January 1 to December 31, _____

Please complete Section I (Project Information) and Section II (Investment and Valuation) of this compliance form with information covering the reporting period of the economic development incentive contract. In addition, please review any of the requested information in the additional sections. If the Economic Development Agreement requires any specific deliverables in the additional sections, they must be reported in this compliance form.

The final page offers a checklist of additional documentation that must be attached to this compliance reporting form. An Annual Certificate of Compliance is required to be completed and notarized by a binding contract officer. This form is attached to this report document.

It is encouraged for the client to attach any additional documentation that can assist the City in verifying the claims in this reporting form.

Section I Project Information (Required)

Company / Project Name: _____

Project Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Project Contact Address: _____

Company Address (if different): _____

Address of Property Subject to Incentive: _____

Has construction/installation of planned improvements commenced? ☐ Yes ☐ No

If yes, on what date? _____

If no, please explain _____

Has construction/installation of planned improvements completed? ☐ Yes ☐ No

If yes, on what date? _____

If no, please estimate completion date and attach a current time scheduled for the project: _____

☐ Current project schedule is attached to this form.

Date on which Certificate of Occupancy was received: _____

Section II Investment / Valuation (Required)

Real Property:

Appraised value --land: \$ _____

Appraised value -- improvements: \$ _____

Investment in construction costs of improvements this reporting period: \$ _____

Real property taxes paid for this reporting period: \$ _____

Personal Property:

Current year appraised value -- Machinery, equipment and other business personal property: _____

\$ _____

Investment in new machinery and equipment costs during this reporting period: \$ _____

Appraised value of machinery, equipment and other business personal property added this period: _____

\$ _____

Personal property tax paid for this reporting period: \$ _____

Additional information on appraised property values can be found at the Dallas County Appraisal District's website: dallascad.org

PLEASE REVIEW the terms of the specific economic development agreement before completing the following sections. Completion of these sections may not be required. However, job creation and retention are key indicators for the City.

Section III Job Creation / Retention

Total current employees at end of reporting period:

Full-time _____ Part-time: _____

Number of new employees at added during reporting period:

Full-time _____ Part-time: _____

Number of new employees at added since execution of incentive agreement:

Full-time _____ Part-time: _____

Section IV Building Information

Is this project a LEED-certified building? ☐ Yes ☐ No

If so, what is the LEED rating? _____ When was LEED certification achieved? _____

Section V Additional Information

These items are **REQUIRED**: Please check all that apply and include additional attachments with this form.

- ☐ Annual Certificate of Compliance (Please complete attached form)
- ☐ Copy of personal property listing rendered to the county appraisal district
- ☐ Brief narrative highlighting the progress and status of the project
- ☐ If applicable, a statement addressing any failure to meet requirements of the Incentive Agreement and a plan for rectification

For the convenience of speeding up submittal, you may fax a copy of the completed report to 972-205-3801.

Please note that you must submit an **original hard copy** of the report to the above stated physical address for review and proper filing. Also, each report must be accompanied by the attached Certificate of Compliance.

The completed certificate must be signed and an **original hard copy** must be submitted to the address above. No photocopies or scanned copies of the Certificate of Compliance will be accepted as a record of contract compliance.

The City may agree to an amendment to this form from time to time, provided such amendment form shall be substantially similar in reporting the information necessary to confirm compliance with the Economic Development Incentive Agreement.

Upon request of the City, the developer or tenant shall permit the City to conduct an audit an inspection of the developer or tenant's records in accordance with the terms of the Economic Development Incentive Agreement.

Please submit the completed form by mail to:

**ATTN: Annual Development Incentive Compliance and Certification Report
City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**

For additional questions, contact the City of Garland at 972-205-3800.



GARLAND

TEXAS MADE HERE

Annual Certificate of Compliance for Economic Development Incentive Agreement

Before me, the undersigned notary, on this day personally appeared _____ [printed name of affiant], a person whose identity is known to me. After I administered an oath to him/her, upon said oath affiant stated:

1. My name is _____ [printed name of affiant]. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I have personal knowledge of the Agreement entered into between the City of Garland, Texas and _____ [printed name of company] (the "Company"). I read the Agreement and understand the Company's obligations and representations therein.
3. I am authorized by the Company to make this affidavit on behalf of the Company.
4. I am the _____ [affiant's job position held with the Company]. As such, I have personal knowledge of the Company's operations as it relates to the Agreement.
5. The Company has met all of its obligations, conditions, and terms of the Agreement as of the _____ day of _____, 20_____.

Signature of Affiant

Sworn to and subscribed before me by _____ [name of affiant] on the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

Please submit the completed form by mail to:

**City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**

For additional questions, contact the City of Garland at 972-205-3800.

City of Garland - Annual Certification of Compliance Revised 8/2018



GARLAND

TEXAS MADE HERE

Economic Development Incentive Payment Request

Contact Information

Date: _____
Company Name: _____
Contact Person: _____ Job Title: _____
Address: _____
Phone: _____ Email: _____

Current payment requested \$ _____ DOLLARS
(Please include **EXACT** dollars and cents amount)

Payments made to date: \$ _____

Total remaining incentive amount: \$ _____
(Please attach paid invoices/receipts to this form)

Before me, the undersigned notary, on this day personally appeared _____ [printed name of affiant], a person whose identity is known to me. After I administered an oath to him/her, upon said oath affiant stated:

1. My name is _____ [printed name of affiant]. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I have personal knowledge of the Agreement entered into between the City of Garland, Texas and _____ [printed name of company] (the "Company"). I read the Agreement and understand the Company's obligations and representations therein.
3. I am authorized by the Company to make this affidavit on behalf of the Company.
4. I am the _____ [affiant's job position held with the Company]. As such, I have personal knowledge of the Company's operations as it relates to the Agreement.



GARLAND POLICY REPORT

City Council Regular Session Agenda

9.

Meeting Date: 10/16/2018

Item Title: Request for Development Assistance from Plastipak Packaging, Inc.

Submitted By: David Gwin, Economic Development Director

Strategic Focus Areas: Growing Economic Base

ISSUE

Consider a development incentive request from Plastipak Packaging, Inc. for a partial rebate of applicable Business and Personal Property (BPP) tax required of a proposed expansion project for a specific period of time.

OPTIONS

1. Approve the staff recommendation for a partial rebate of the applicable BPP tax
2. Not approve a rebate of the applicable BPP tax

RECOMMENDATION

The City would provide a forty percent (40%) rebate of ad valorem tax attributed to new BPP value for the 2020 through 2023 tax years upon the company realizing the following performance requirements:

1. Add a minimum of \$10 million in new BPP valuation to the City's tax roll
2. Required eight (8) year situ term

BACKGROUND

Plastipack Packaging, Inc., a leading global manufacturer of rigid plastic packing, celebrated its 50-year anniversary in May 2017. Founded in 1967, Plastipak began providing innovative plastic packaging to deliver water for its own water delivery company in Plymouth, Michigan. Now, the company is one of the largest global producers of recycled PET materials and operates over 60 production sites with more than 6,000 employees worldwide. With four (4) recycling centers across the globe, Plastipak has substantial recycling capacity to reduce its carbon footprint and offers sustainable packaging to its many customers.

CONSIDERATION

Plastipak Packaging, Inc. has been successfully operating in Garland since 1996. DCAD currently records \$14.5 million in RE value and \$43.2 taxable BPP value at their 3201 Miller Park North facility, where they employ 273 employees with an annual payroll over \$16.6 million. In addition to their main 400,000 square foot manufacturing facility, the company also leases over 477,000 square foot of warehousing spaces in Garland for operations with taxable BPP value of \$3.2 million. The company has been the largest Garland Power and Light customer since 2004. With this project, the company commits to invest in \$10 million in new personal property over a three (3) period.

Attachments

Proposed Economic Development Incentive Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Garland, a Texas home-rule municipality ("City"), and Plastipak Packaging, Inc., a Delaware corporation duly authorized to conduct business in Texas, and its successors and assigns ("Developer"), each acting by and through their respective authorized officers. The City and Developer are referred to individually in this Agreement as a "Party" and together they are referred to as the "Parties."

ARTICLE I

RECITALS

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

WHEREAS, the City desires to further the public interest and welfare and induce the investment of private resources in productive business enterprises located in certain areas of the City in order to increase tax revenue for real property and business personal property within the City, and promote or develop new business enterprises; and

WHEREAS, Developer intends to enhance 392,736 square feet of an existing Manufacturing Facility on that certain tract of land commonly known as 3201 Miller Park N in the City of Garland, Dallas County, Texas (collectively, the "Property," and as more specifically described and depicted in Exhibit "A"); and

WHEREAS, Developer, by January 1, 2021, proposes to fully realize new taxable Personal Property valuation at the Property, as determined by the Dallas County Appraisal District, that upon full investment and operation shall cumulatively result in the addition of \$8,350,000.00 in peak new Non-Exempt Assessed Value at the Property (the "Project"); and

WHEREAS, the Project is expected to result in new economic development in the City, including increases in the number of new jobs; serve as a catalyst for further, perhaps related development in the area; and increase tax revenues because of investments in real property, business personal property, and taxable sales within the City; and

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

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

WHEREAS, the City is authorized by Tex. Const. art III, § 52 and Chapter 380 of the Texas Local Government Code to provide a program for economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

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

WHEREAS, the City has determined, based on information presented to it by the Developer, that making an economic development incentive grant to the Developer in accordance with this Agreement furthers the City's economic development goals and will: (i) promote the economic development objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) advance local economic development and stimulate business and commercial activity in the City; and

WHEREAS, City hereby finds that this Agreement embodies an eligible Program (defined below) and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City;

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

ARTICLE II

DEFINITIONS

Section 2.01. "Compliance Certificate" has the meaning set forth in Section 4.02.

Section 2.02. "Manufacturing Facility" means dedicated commercial space containing a facility that is used in the manufacturing or production of tangible personal property, including the processing of such property that results in a change of condition of raw materials into a finished product.

Section 2.03. "Operational" means that Developer has: (i) received a certificate of occupancy for the Project at the Property; (ii) installed, caused, or allowed to be installed Personal Property of Developer that is present for taxing purposes on the Property in accordance with the proposed specific performance dates and amounts specified in Exhibit B, which is attached hereto and incorporated herein by reference for all purposes.

Section 2.04. "DCAD" means the Dallas Central Appraisal District.

Section 2.05. “Non-Exempt Assessed Value” means the total assessed value, as determined by DCAD, of Personal Property assets of Developer that are taxable by a Texas taxing authority for ad valorem taxation purposes.

Section 2.06. “Performance Period” means the period of time beginning January 1, 2018 and continuing thereafter through December 31, 2027, which is inclusive of the Performance Rebate Period and the Continued Performance Period, in which Developer is obligated to meet certain minimum performance criteria related to DCAD’s assessment of the values of new Non-Exempt Assessed Value present at the Property.

Section 2.07. “Performance Rebate Period” means the period of time during the Performance Period, beginning January 1, 2020 and continuing thereafter until December 31, 2023, in which Developer is eligible to receive Performance Rebate Payments subject to the terms and conditions of this Agreement.

Section 2.08. “Continued Performance Period” means the period of time during the Performance Period, beginning January 1, 2024 and continuing thereafter until December 31, 2027, in which Developer is obligated to meet certain minimum performance criteria, as described herein, related to DCAD’s assessment of the values of nonexempt Personal Property present on the Property to avoid owing the City claw-back repayments as calculated in below Section 7.15.

Section 2.09. “Performance Rebate Payments” means the City’s payments to Developer in the form of annual rebate payments in an amount equal to the applicable percentage as specified in Section 4.01 of this Agreement applied to the total of Developer’s increase in tax payments (for the applicable new Personal Property valuations as determined by DCAD) received by the City and attributable to the calendar year immediately preceding the year for which a Performance Rebate Payment is requested by Developer in accordance with Article IV.

Section 2.10. “Personal Property” means all materials, supplies, equipment, inventory, or other business personal property attributable to the Project with a taxable situs on the Property that are subject to ad valorem taxes.

Section 2.11. “Personal Property Taxes” are the ad valorem taxes received by the City as a result of the Project on the value of Personal Property located on the Property.

Section 2.12. “Program” means the economic development program for the Project established by the City pursuant to Texas Local Government Code Chapter 380 to promote economic development and stimulate business and commercial activity within the City as represented by the terms of this Agreement.

Section 2.13. “Project” has the meaning described in the Recitals to this Agreement.

Section 2.14. “Property” has the meaning described in the Recitals to this Agreement, which is further identified as the Manufacturing Facility located at 3201 Miller Park N.

Section 2.15. “Term” means that time period during which this Agreement shall be in effect and governing the relationship between the Parties.

ARTICLE III

COMMENCEMENT, COMPLETION AND OPERATION OF THE PROJECT

Section 3.01. Commencement and Phasing of the Project. Developer shall commence the Project, including dedicating resources and funds to meet the required minimum performance standards more particularly described in Section 3.03, on or before January 1, 2018 and thereafter remain Operational until at least December 31, 2027.

Section 3.02. Continued Operation of Business. After Project becomes Operational, Developer shall continuously operate, maintain, and manage Project on the Property for the duration of the minimum required duration provided in Section 3.01.

Section 3.03. Non-Exempt Assessed Value Performance Standards. Notwithstanding any other provision contained herein to the contrary, Developer shall not be eligible for any Performance Rebate Payments described in Article IV of this Agreement, unless Developer meets the express performance standards specifically described below, based on DCAD’s assessment of the new Personal Property of the Project:

- a. Beginning January 1, 2018 and continuing thereafter through December 31, 2027, the required minimum cumulative Non-Exempt Assessed Value of Developer’s Personal of the Project shall be no less than the corresponding annual required minimum values attributed to new development and investment listed in Table 3.03(a), which is attached hereto as Exhibit B, and incorporated herein by reference.
- b. In each year of the Performance Rebate Period, Developer shall meet the collective and cumulative Non-Exempt Assessed Value set forth in this Section 3.03 for the corresponding annual period to be eligible for a Performance Rebate Payment. Developer’s failure to meet any minimum performance standard shall subject the Developer to the recapture and claw-back provisions of Section 7.15.
- c. Developer is solely responsible for gathering and calculating the information necessary to calculate the Non-Exempt Assessed Values of Developer’s Personal Property.
- d. The Parties agree that any Performance Rebate Payments owed by the City are to be applied solely to the amount of the increase in the Personal Property Tax valuations, as determined by DCAD of the Property as identified in Exhibit B.

Section 3.04. “Most Favored Customer.” If the City desires to become a customer of any products or services of the Project, Developer agrees that the City will be offered terms and

pricing that Developer offers to the most favored customer of any products and/or services of the Project; however, Developer will have no obligation to disclose the terms of any transaction with any customer and Developer may modify the terms and conditions to take into account any substantive differences as warranted.

Section 3.05. “Furthering Garland Recognition and Pride.” Developer acknowledges that the City is engaging in and administering the Program to further the economic interests of the people of Garland and that it is important to the City in that regard that Garland receive recognition for its efforts. In its communications, branding, marketing, and promotions throughout the term of this Agreement regarding the Project, Developer shall recognize that the Project and its associated business operations are located in Garland, Texas rather than “in the Dallas area” or similar non-Garland specific descriptors. Developer shall be and remain a customer of the City for all water, and waste water services throughout the term of this Agreement.

Section 3.06. Local Purchases. Developer shall make commercially reasonable efforts to purchase within the City of Garland all supplies, materials, and equipment related to the Project and its operation so that the tax situs of sales tax revenue from such purchases is in Garland, Texas.

ARTICLE IV

PERFORMANCE REBATE PAYMENTS FROM THE CITY

Section 4.01. Performance Rebate Payments. Subject to the requirements and limitations of this Article, the other terms and conditions of this Agreement, and Developer’s compliance with its obligations under this Agreement, the City shall make Performance Rebate Payments to Developer in accordance with this section and the rebate percentages associated with the corresponding Developer’s required minimum performance standards indicated in the Tables attached as Exhibits B.

Section 4.02. Process for Payment. Beginning in the year 2020, and once each year thereafter through 2023, Developer may request a Performance Rebate Payment by written application submitted to the City. The City shall not owe, nor be required to make, a Performance Rebate Payment for any applicable calendar year until such time as:

- a. Developer submits to the City a compliance certificate in substantially the form attached as Exhibit “C” (the “Compliance Certificate”) together with all information required under the Compliance Certificate necessary to verify Developer’s material compliance with its obligations under this Agreement for the preceding year; and
- b. the City has actually received all of Developer’s Personal Property Taxes owed for the preceding year, as determined by DCAD; and
- c. funds are appropriated by the Garland City Council for the specific purpose of making a Performance Rebate Payment under this Agreement as part of the City’s

ordinary budget and appropriations approval process or through any subsequent appropriation.

Provided that the foregoing conditions have been satisfied and Developer is otherwise in compliance with this Agreement, the City shall pay to Developer any Performance Rebate Payments due within ninety (90) days after the last to occur of the events in above subsections (a) through (c) of this Section 4.02.

Section 4.03. Tax Protests. Developer agrees that by submitting to the City a request for the payment of a Performance Rebate Payment, Developer (i) has finally agreed to the DCAD assessed Personal Property Tax values and the City's tax rate and procedures on which the Performance Rebate Payment will be based without further protest or challenge; (ii) will not make any claim for a refund, repayment, or reduction of those Personal Property Taxes after settling on any appealed tax assessments or bills from any source, including the City; and (iii) once any existing Personal Property Tax protest has been settled, waives, to the extent allowed by law, the right to protest, challenge, or otherwise contest those taxes in any manner. The foregoing will not prevent Developer and the City from correcting any manifest, clerical errors in the amounts or calculation of such payments, refunds or assessments. Notwithstanding any other provision of this Agreement to the contrary, no Performance Rebate Payment shall become due for any tax year in which or for which Developer is protesting the assessed Personal Property Tax value or contesting a Personal Property Tax an ad valorem tax due until the protest has been finalized by DCAD, Developer, and the affected taxing authority. Developer shall promptly notify the City in writing of any ad valorem Personal Property Tax protest relating to the Property or any of Developer's Business Personal Property located for tax situs purposes on the Property. In the event Developer receives any refund of ad valorem Personal Property Taxes paid to the City after a Performance Rebate Payment has been made for the tax year for which the refund was paid, Developer agrees to refund to the City the pro rata amount that the City would have been entitled to retain as calculated by the applicable percentage provided in Article III.

ARTICLE V

PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON CITY OBLIGATIONS

Section 5.01. Personal Liability of Public Officials. No current, former or future employee or elected official of the City shall be held individually liable or otherwise be held personally responsible for any liability arising under this Agreement.

Section 5.02. Limitations on City Obligations. The Performance Rebate Payments made and any other financial obligation of the City hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the City as provided in this Agreement. Under no circumstance shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Performance Rebate Payments unless the City budgets and appropriates funds to make such payments during the City's fiscal year in which such payments are due. If the City

fails to appropriate funds to make any Performance Rebate Payment(s), it shall immediately notify Developer of such non-appropriation and Developer may, at its sole option, terminate this Agreement, effective upon written notice to the City.

Section 5.03. No Recourse. Except for the right to terminate as provided in Section 5.02, Developer shall have no recourse against the City for the City's failure to budget and appropriate funds during any fiscal year to meet the purposes and satisfy its obligations under this Agreement.

Section 5.04. Source of Funds. Performance Rebate Payments shall be made from annual appropriations only from such funds of the City as may be legally appropriated for the implementation of Article III, Section 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code or any other economic development or financing programs authorized by Texas law or the home-rule powers of the City. Any Performance Rebate Payment to be made by the City to Developer shall be limited as described in this Section and shall in no event exceed the amounts as are actually paid by Developer to and received in hand by the City from Personal Property Taxes and Real Property Taxes on the Project.

ARTICLE VI

INFORMATION REGARDING PERFORMANCE

Section 6.01. Information. Subject to this Article VI, Developer shall, at such times and in such form as the City may reasonably request from Developer, provide information concerning the performance of Developer's obligations under this Agreement.

Section 6.02. Annual Certification Related to Compliance with Agreement. Beginning for the year 2020 and continuing each year thereafter during the Term and, notwithstanding whether Developer is making application for a Performance Rebate Payment, Developer shall submit to the City a duly executed and completed Compliance Certificate on or before March 1 of the subsequent tax year (e.g., Developer will certify the 2020 tax year by March 1, 2021) or such other later date agreed to by the City, signed by an authorized officer or employee of Developer, together with supporting documentation necessary to verify Developer's compliance with this Agreement. The City shall have thirty days after receipt of a Compliance Certificate to notify Developer in writing of any questions related to the Compliance Certificate the status of the Project, or information submitted with or in support of the Compliance Certificate or under Section 6.01, and Developer shall diligently work in good faith to respond to such questions to the City's reasonable satisfaction.

Section 6.03. Review of Developer's Records. To the extent that the City has questions about the information supplied by Developer in any report, application, filing, or other document provided under this Agreement, the Parties will engage in good faith efforts to resolve such questions and, upon the City's reasonable request, Developer will furnish or make available for inspection documentation reasonably sufficient to verify the accuracy and completeness of the report, application, filing, certification or other information, and to demonstrate the manner in which such items or their contents were calculated or prepared. If, notwithstanding the good faith

efforts of the Parties to resolve any questions concerning such items, the Parties are unable to resolve such issues, during the Term and for six (6) months thereafter, the City may review such books and records of Developer as are reasonably sufficient to verify the accuracy of such items. In the event the City's examination reveals a payment deficiency or discrepancy, the Parties will cooperate in good faith to address and resolve such deficiency or discrepancy. Information, documents, and materials provided by Developer shall be treated as described in Section 6.04 of this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, Developer shall not be required to disclose, permit the inspection of or examination of, or discuss, any document, information or other matter that is not necessary to verify Developer's compliance with this Agreement and that (a) constitutes trade secrets or proprietary information, (b) from disclosure by law or any binding agreement or (c) is subject to attorney-client, attorney work product or other evidentiary privilege recognized under Texas law. Notwithstanding anything to the contrary herein, the City will not have the right to review any of Developer's records for periods that are more than four years from the date of the review.

Section 6.04. Public Records; Confidentiality. Developer acknowledges and agrees that this Agreement, Developer's annual compliance certificates, and certain other documents and filing related to this Agreement are or will be public records subject to disclosure (after redaction of information exempt from disclosure as described below) under the Texas Public Information Act. The Parties acknowledge and agree that the Public Information Act exempts from disclosure certain types of records, materials and information, including without limitation: records confidential by law, either constitutional, statutory or by judicial decision (Tex. Gov't Code § 552.101); social security numbers (Tex. Gov't Code § 552.147); trade secrets and economic development project information (Tex. Gov't Code §§ 552.110, 552.131); and proprietary commercial information (Tex. Gov't Code § 552.110). The City will endeavor to use adequate safeguards, no less than those safeguards observed by the City for its own confidential information, to maintain the security and confidentiality of all materials, communications, data and information related to this Agreement or supplied by Developer in connection with this Agreement that may be subject to such exemptions from disclosure. Developer acknowledges that this Agreement constitutes public information and the materials, communications, data and information related to this Agreement may also constitute public information subject to disclosure under the Public Information Act and agrees that the City may disclose this Agreement, the annual compliance certificates and the portions of materials, communications, data and information related to this Agreement as required by law. The City will make reasonable efforts to (a) give Developer prior written notice of a request for public information (other than a request for copies of this Agreement or annual compliance certificates, which Developer agrees may be released without notice to Developer) in a reasonably practicable time period to allow Developer to seek a protective order or other appropriate remedy, (b) disclose only such information as is required under the applicable law, (c) cooperate with Developer in responding to any such records request (but there shall be no obligation for the City to independently request or join in any request for a ruling from the Attorney General, to engage or participate in litigation or to otherwise pursue any remedies sought by Developer with regard to asserted proprietary commercial or financial information or trade secrets). The City, without waiving its right to appeal an opinion or ruling under applicable procedures, will or may comply with any opinion or ruling of the Texas Attorney General or court order recommending or requiring redaction or withholding of information in response to a request for public information without further protest or appeal.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

- a. The masculine shall include the feminine and neuter.
- b. References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.
- c. The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.
- d. This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.
- e. Unless expressly provided otherwise in this Agreement, (i) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.
- f. Use of the words "include" or "including" or similar words shall be interpreted as "including but not limited to" or "including, without limitation."
- g. The recitals to this Agreement are incorporated herein.

Section 7.02. Force Majeure. Unless otherwise provided, all obligations of Developer and City shall be subject to events of "force majeure" which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de

facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor, and inadequate capacity within the electric grid outside the control of the City or Garland Power & Light affecting the Property. Notwithstanding any other provision to the contrary, calculations for Performance Rebate Payments owed by the City, including any tax valuations determined by DCAD, are not subject to, and expressly excluded from, events of "force majeure." Performance Rebate Payment amounts owed by the City shall be strictly calculated in accordance with the terms and conditions of Article III, without regard to any event, contingency, or cause beyond the reasonable control of either Party."

Section 7.03. Dispute Resolution and Step Negotiations. (a) The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows. Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the federal and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

(b) In the event that the Parties are unable to resolve any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in Section 7.03(a), such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase. If the mediation process has not resolved the dispute within thirty (30) days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of Court Proceedings, subject to the limitations of this Agreement.

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

Section 7.04. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in the courts of any other jurisdiction having jurisdiction over the other party.

Section 7.05. Accommodation of Financing Parties. To facilitate Developer's obtaining of financing to construct and operate the Project, City shall make reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be reasonably requested by Developer or Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects or unduly burdens the City. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties, and provided by the City.

Section 7.06. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire understanding and agreement of the parties as to the matters set forth herein. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Section 7.07. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; provided that Developer may, without the City's consent, assign this Agreement to a wholly-owned subsidiary or affiliate of Developer or enter into a collateral assignment of this Agreement in connection with any financing of the Project. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or performance by a party with whom Developer or its affiliates contract shall be deemed to be performance by Developer.

Section 7.08. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory of the relevant Party.

Section 7.09. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 7.10. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either party or its counsel in person, via an express mail service,

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

If to City:

City of Garland
200 North Fifth Street
Fourth Floor
Garland, Texas 75040
Attn: City Manager
Phone: (972) 205-2000
Fax: (972) 205-2504

With a required copy to:
Mr. David Gwin, AICP, CEcD
Director of Economic Development
Post Office Box 469002
Garland, Texas 75046
Phone: (972) 205-3800
Fax: (972) 205-2474
dgwin@garlandtx.gov

With a required copy to:
Mr. Brad Neighbor
City Attorney
200 North Fifth Street
Fourth Floor
Garland, Texas 75046
Phone: (972) 205-2380
Fax: (972) 205-2389
bneighbo@garlandtx.gov

If to Developer:

Mr. Michael J. Plotzke
CFO/Treasurer
Plastipak Packaging, Inc.
41605 Ann Arbor Road
Plymouth, MI 48170

With a required copy to:
Mr. Thomas M. Mellnick, Jr.
VP-Tax
Plastipak Packaging, Inc.
41605 Ann Arbor Road
Plymouth, MI 48170
Phone: (734) 354-7061
TMellnick@Plastipak.com

Section 7.11. Employment of Undocumented Workers. During the term of this Agreement Developer agrees not to knowingly employ any undocumented workers. If Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the Performance Rebate Payments and any other funds received by Developer from the City as of the date of such violation within 120 business days after the date Developer is notified by the City of such violation, plus interest at the rate of six percent compounded annually from the date of violation

until paid. Developer shall notify the City within thirty days of the imposition of any penalty under 8 U.S.C. § 1324a(f).

Section 7.12. Non-Collusion. Developer represents and warrants that neither Developer nor anyone on Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

Section 7.13. Time of the Essence; determination of deadlines. Time is of the essence in the performance of this Agreement. Any deadline consisting of a period of days shall be calculated using the method provided in Tex. Gov't Code § 311.014.

Section 7.14. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

Section 7.15. Default and Claw-Back. (a) The City shall notify Developer, in writing, of a default by Developer in complying with the terms and provisions of this Agreement. In the event that Developer has failed to cure the default(s) within thirty (30) days of receipt of the notice of default (or has failed to commence and diligently pursue such cure within such thirty (30) day period if cure cannot be completed within such thirty (30) day period), Developer shall promptly reimburse the City for the property tax revenue lost for the subject phase according to the formula in below subsection (b). Failure on the part of the City to exercise any right contained in this Agreement shall not constitute waiver of any right in the event of any subsequent default, and no waiver shall be effective unless in writing, executed by both the City and Developer.

(b) If the Non-Exempt Assessed Value for Real and/or Personal Property is 84% or less than the relevant annual minimum assessed value performance standard for a given year within either the Performance Rebate Period or the Continued Performance Period, as set forth in Section 3.03 and Exhibit B, the City may, in addition to any other available remedy, recapture a portion of the Performance Rebate Payments made to Developer. In such event, Developer shall repay the City an amount calculated as follows:

(i) the total sum of the Performance Rebate Payments made to Developer multiplied by the percentage by which the Project is short of meeting the Minimum Value for a given year, divided by (ii) the number of prior years the subject Project successfully met the Minimum Value.

Section 7.16. Term. The Term of this Agreement commences on the Effective Date and continues until December 31, 2027, unless sooner terminated by either Party in accordance with the terms of this Agreement, provided that Developer's obligation to reimburse or repay the City for any obligation to the City otherwise arising under this Agreement shall survive the termination of this Agreement.

Executed and effective as of the ____ day of _____, 2018.

DEVELOPER

Plastipak Packaging, Inc., a Delaware corporation authorized to conduct business in Texas

By: 
Michael J. Plotzke,
CFO/Treasurer

Executed and effective as of the ____ day of _____, 2018.

CITY

**City of Garland,
a Texas home-rule municipality**

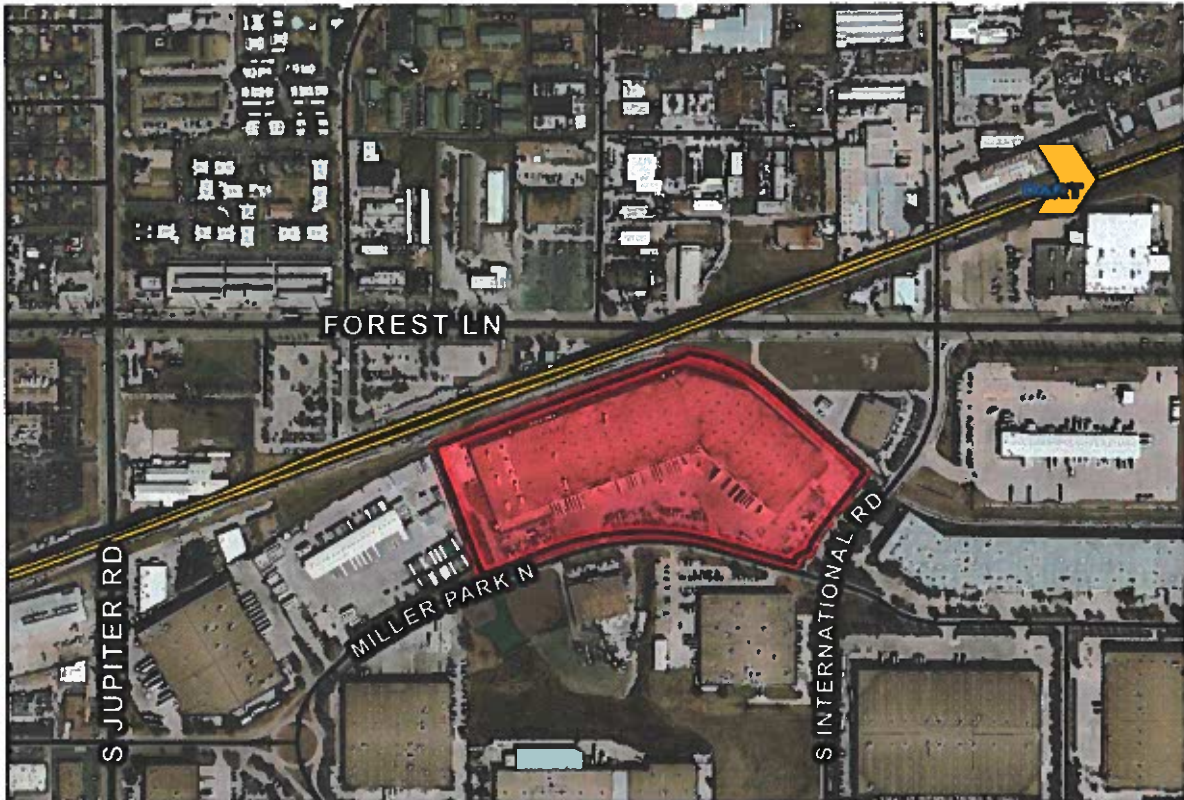
By: _____
Bryan L. Bradford,
City Manager

Approved as to Content:

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

Exhibit A
Property Legal Description

Project Site: 3201 Miller Park N, Garland, Texas



Legal:

BEING a part of Block 1 of NORTHGATE BUSINESS PARK V, an addition to the City of Garland, Dallas County, Texas, recorded in Volume 86057, Page 4957 and amended in Certificate of Correction, recorded in Volume 86173, Page 3683 of the Deed Records of Dallas County, Texas, and said parcel being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the west corner of that same tract of land described in deed to Massachusetts Mutual Life Insurance Co., recorded in Volume 94064, Page 836 of the Deed Records of Dallas County, Texas; said point being in the north R.O.W. line of Miller Park North (a 70' R.O.W.) and being N 74 degrees 28 minutes 47 seconds W, 102.95' from the southernmost point of a corner cut-off line at the present intersection of the north line of Miller Park North with the west R.O.W. line of International Road (a 70' R.O.W.);

THENCE N 74 degrees 28 minutes 47 seconds W, 285.17' along the north line of Miller Park North to a 1/2" iron rod found for corner at the beginning of a curve to the left having a central angle of 35 degrees 57 minutes 53 seconds and a radius of 1035.00';

THENCE around said curve and along the north line of Miller Park North, a distance of 649.67' to a 1/2" iron rod found for corner;

THENCE S 69 degrees 33 minutes 20 seconds W, 267.20' along the north line of Miller Park North to a point at the southeast corner of that same tract of land described in deed to Yellow Freight System, Inc., recorded in Volume 87083, Page 7222 of the Deed Records of Dallas County, Texas; said corner has a reference cross bearing S 20 degrees 26 minutes 40 seconds E, 5.45';

THENCE N 20 degrees 26 minutes 40 seconds W, 530.00' along the east line of said Yellow Freight System, Inc. property to a 3/4" iron rod found for corner in the south R.O.W. line of the M.K. & T. Railroad (a 125' R.O.W.);

THENCE N 69 degrees 33 minutes 20 seconds E, 991.62' along the south line of said railroad to a 3/4" iron rod found for corner in the center of a 50' Missouri, Kansas & Texas Railroad Co. Easement recorded in Volume 3635, Page 565 & Volume 86057, Page 4957 of the Deed Records of Dallas County, Texas; said point being on a curve to the right having a central angle of 37 degrees 33 minutes 12 seconds and a radius of 566.14' bearing S 03 degrees 53 minutes 08 seconds W;

THENCE around said curve and along the centerline of said easement, a distance of 371.06' to a 3/4" iron rod found for corner;

THENCE S 48 degrees 33 minutes 40 seconds E, 465.52' along the centerline of said easement to a 1/2" iron rod found at the north corner of the aforementioned Massachusetts Mutual Life Insurance Co. property;

THENCE S 37 degrees 00 minutes 00 seconds W, 260.83' along the northwest line of said Massachusetts Mutual Life Insurance Co. property to a 1/2" iron rod found for corner;

THENCE S 34 degrees 36 minutes 12 seconds W, 43.94' along said northwest line to a 1/2" iron rod found for corner;

THENCE S 29 degrees 53 minutes 01 second W, 40.72' along said northwest line to a 1/2" iron rod found for corner;

THENCE S 27 degrees 26 minutes 30 seconds W, 30.30' along said northwest line to a 1/2" iron rod found for corner;

THENCE S 66 degrees 40 minutes 47 seconds W, 46.41' along said northwest line to a 1/2" iron rod found for corner;

THENCE S 15 degrees 31 minutes 13 seconds W, 25.90' along said northwest line to the point of beginning and containing 853,068.75 square feet or 19.5838 acres of land.

BEING known known as Lot 1A, Block 1, Northgate Business Park V, being a Replat of part of Lot 1 Block 1 of Northgate Business Park V, an Addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in Volume 96050, Page 3255, Map Records of Dallas County, Texas.

Exhibit B

Personal Property Performance Standards

Table 3.03(a) Personal Property Performance Standards		YEAR				
		January 1, XXXX	Investment	Required Minimum New Personal Property Value	Required Minimum Total Personal Property Value	Rebate on New Value
		2018	\$3,000,000	--	\$38,908,405	--
		2019	\$1,400,000	--	\$37,285,249	--
PERFORMANCE PERIOD	PERFORMANCE REBATE PERIOD	2020	\$5,600,000	\$3,660,000	\$35,219,040	40%
		2021	--	\$8,350,000	\$37,315,146	40%
		2022	--	\$7,512,000	\$33,450,937	40%
		2023	--	\$6,826,000	\$31,035,674	40%
	CONTINUED PERFORMANCE PERIOD	2024	--	\$6,272,000	\$28,752,412	0%
		2025	--	\$5,704,000	\$25,590,518	0%
		2026	--	\$5,244,000	\$23,833,571	0%
		2027	--	\$4,846,000	\$19,544,731	0%

Exhibit C
Compliance Certificate



GARLAND
TEXAS MADE HERE

**Annual Development Incentive Compliance
and Certification Report**

Instructions: Reporting Period: January 1 to December 31, _____

Please complete Section I (Project Information) and Section II (Investment and Valuation) of this compliance form with information covering the reporting period of the economic development incentive contract. In addition, please review any of the requested information in the additional sections. If the Economic Development Agreement requires any specific deliverables in the additional sections, they must be reported in this compliance form.

The final page offers a checklist of additional documentation that must be attached to this compliance reporting form. An Annual Certificate of Compliance is required to be completed and notarized by a binding contract officer. This form is attached to this report document.

It is encouraged for the client to attach any additional documentation that can assist the City in verifying the claims in this reporting form.

Section I Project Information (Required)

Company / Project Name: _____

Project Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Project Contact Address: _____

Company Address (if different): _____

Address of Property Subject to Incentive: _____

Has construction/installation of planned improvements commenced? ☐ Yes ☐ No

If yes, on what date? _____

If no, please explain _____

Has construction/installation of planned improvements completed? ☐ Yes ☐ No

If yes, on what date? _____

If no, please estimate completion date and attach a current time scheduled for the project: _____

☐ Current project schedule is attached to this form.

Date on which Certificate of Occupancy was received: _____

Section II Investment / Valuation (Required)

Real Property:

Appraised value --land: \$ _____

Appraised value -- improvements: \$ _____

Investment in construction costs of improvements this reporting period: \$ _____

Real property taxes paid for this reporting period: \$ _____

Personal Property:

Current year appraised value -- Machinery, equipment and other business personal property:

\$ _____

Investment in new machinery and equipment costs during this reporting period: \$ _____

Appraised value of machinery, equipment and other business personal property added this period:

\$ _____

Personal property tax paid for this reporting period: \$ _____

Additional information on appraised property values can be found at the Dallas County Appraisal District's website: dallascad.org

PLEASE REVIEW the terms of the specific economic development agreement before completing the following sections. Completion of these sections may not be required. However, job creation and retention are key indicators for the City.

Section III Job Creation / Retention

Total current employees at end of reporting period:

Full-time _____ Part-time: _____

Number of new employees at added during reporting period:

Full-time _____ Part-time: _____

Number of new employees at added since execution of incentive agreement:

Full-time _____ Part-time: _____

Section IV Building Information

Is this project a LEED-certified building? ☐ Yes ☐ No

If so, what is the LEED rating? _____ When was LEED certification achieved? _____

Section V Additional Information

These items are **REQUIRED**: Please check all that apply and include additional attachments with this form.

- ☐ Annual Certificate of Compliance (Please complete attached form)
- ☐ Copy of personal property listing rendered to the county appraisal district
- ☐ Brief narrative highlighting the progress and status of the project
- ☐ If applicable, a statement addressing any failure to meet requirements of the Incentive Agreement and a plan for rectification

For the convenience of speeding up submittal, you may fax a copy of the completed report to 972-205-3801.

Please note that you must submit an **original hard copy** of the report to the above stated physical address for review and proper filing. Also, each report must be accompanied by the attached Certificate of Compliance.

The completed certificate must be signed and an **original hard copy** must be submitted to the address above. No photocopies or scanned copies of the Certificate of Compliance will be accepted as a record of contract compliance.

The City may agree to an amendment to this form from time to time, provided such amendment form **shall** be substantially **similar** in reporting the information necessary to confirm compliance with the Economic Development Incentive Agreement.

Upon request of the City, the developer or tenant **shall** permit the City to conduct an audit an inspection of the developer or tenant's records in accordance with the terms of the Economic Development Incentive Agreement.

Please submit the completed form by mail to:

**ATTN: Annual Development Incentive Compliance and Certification Report
City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**

For additional questions, contact the City of Garland at 972-205-3800.



GARLAND

TEXAS MADE HERE

Annual Certificate of Compliance for Economic Development Incentive Agreement

Before me, the undersigned notary, on this day personally appeared _____ *[printed name of affiant]*, a person whose identify is known to me. After I administered an oath to him/her, upon said oath affiant stated:

1. My name is _____ *[printed name of affiant]*. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I have personal knowledge of the Agreement entered into between the City of Garland, Texas and _____ *[printed name of company]* (the "Company"). I read the Agreement and understand the Company's obligations and representations therein.
3. I am authorized by the Company to make this affidavit on behalf of the Company.
4. I am the _____ *[affiant's job position held with the Company]*. As such, I have personal knowledge of the Company's operations as it relates to the Agreement.
5. The Company has met all of its obligations, conditions, and terms of the Agreement as of the _____ day of _____, 20_____.

Signature of Affiant

Sworn to and subscribed before me by _____ *[name of affiant]* on the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

Please submit the completed form by mail to:

**City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**

For additional questions, contact the City of Garland at 972-205-3800.

City of Garland - Annual Certification of Compliance Revised 8/2018



GARLAND

TEXAS MADE HERE

Economic Development Incentive Payment Request

Contact Information

Date: _____
Company Name: _____
Contact Person: _____ Job Title: _____
Address: _____
Phone: _____ Email: _____

Current payment requested \$ _____ DOLLARS

(Please include **EXACT** dollars and cents amount)

Payments made to date: \$ _____

Total remaining incentive amount: \$ _____

(Please attach paid invoices/receipts to this form)

Before me, the undersigned notary, on this day personally appeared _____ [printed name of affiant], a person whose identity is known to me. After I administered an oath to him/her, upon said oath affiant stated:

1. My name is _____ [printed name of affiant]. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I have personal knowledge of the Agreement entered into between the City of Garland, Texas and _____ [printed name of company] (the "Company"). I read the Agreement and understand the Company's obligations and representations therein.
3. I am authorized by the Company to make this affidavit on behalf of the Company.
4. I am the _____ [affiant's job position held with the Company]. As such, I have personal knowledge of the Company's operations as it relates to the Agreement.



GARLAND PLANNING REPORT

City Council Regular Session Agenda

10.a.

Meeting Date: 10/16/2018

Item Title: Z 18-34 Spiars Engineering, Inc. (District 6)

Submitted By: Nabiha Ahmed, Development Planner

REQUEST

Approval of a Specific Use Provision for a Restaurant, Drive-Through on a property zoned Planned Development (PD) District 89-30 for Community Retail Use.

OWNER

Brixxmor Holdings 12 SPE, LLC

PLAN COMMISSION RECOMMENDATION

On September 24, 2018 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Specific Use Provision for a Restaurant, Drive-Through for a period of thirty (30) years.

STAFF RECOMMENDATION

Approval of a Specific Use Provision for Restaurant, Drive-Through as proposed by the applicant.

BACKGROUND

The subject property (overall site), an 11.487-acre lot, is developed with a shopping center, a restaurant, a general office and a retail store (Exhibit C). The applicant proposes to lease a 0.470-acre area of the subject property and develop it with a Restaurant, Drive-Through (coffee shop).

SITE DATA

The lease area is approximately 0.470 acres. The lease area has approximately 143.65 feet of street frontage along North Jupiter Road.

USE OF PROPERTY UNDER CURRENT ZONING

The lease area is zoned Planned Development (PD) District 89-30 for Community Retail Use. Planned Development (PD) District 89-30 allowed Truck Rental in association with a hardware store located north of the lease area. There is an existing shaved ice kiosk on the proposed site which the applicant intends to remove in order to develop a restaurant with a drive-through (coffee shop). The Restaurant, Drive-Through requires a Specific Use Provision.

CONSIDERATIONS

Specific Use Provision

1. The applicant proposes to lease a 0.470-acre area that is currently developed with an ice kiosk and a part of the parking lot of the subject property. The applicant would develop the lease area with a 450 square-foot, one-story coffee shop with a drive-through. The improvements in the lease area would include a patio with railing to define the patio area and buffer the seating area from on-site traffic as well as curbs between drive-through lane and on-site parking/vehicular traffic (Exhibit C). The Restaurant, Drive-Through would operate Monday through Sunday from 5:30 a.m. through 8:00 p.m.
2. The Garland Development Code establishes a parking ratio of one (1) space for every 100 square feet of gross floor area. Five (5) parking spaces located within the lease area would serve the proposed 450-square foot Restaurant, Drive-Through.
3. Given the extent and size of the proposed improvements on the lease area, the GDC screening and landscape standards, under this Specific Use Provision request, are not applicable to the development.
4. The design of the building (Exhibit D) is required to comply with the following Garland Development Code requirements:
 - All building elevations are required to consist of at least eighty (80) percent masonry per Section 4.83(A).
 - At least two (2) different exterior construction materials must be applied on facades visible from the streets per Section 4.83(A).
 - At least six (6) of the twelve (12) architectural elements listed in Section 4.83(B) must be incorporated into the design of the building.

The building design complies with the aforementioned design requirements.

5. A Specific Use Provision for Restaurant, Drive-Through for thirty (30) years is requested by the applicant.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Neighborhood Centers for the subject property. Neighborhood Centers provide a mix of retail, services and community gathering places appropriately scaled to adjacent residential areas.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The property directly to the north of the subject property shopping center is a church zoned Single-Family-7 (SF-7) District. The properties to the east across Jupiter Road are zoned Community Retail (CR) District and are developed with a shopping center and a restaurant. The property to the south across Walnut Street is zoned Community Retail (CR) District; these properties are developed as retail and other commercial uses. The properties immediately to the west of the lease area are zoned within Planned Development (PD) District 89-30 for Community Retail Use; these properties are developed as a shopping center. Immediately to the west of the subject property shopping center are properties zoned Community Retail (CR); these properties are developed with a church, restaurant and retail uses.

Attachments

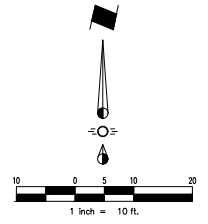
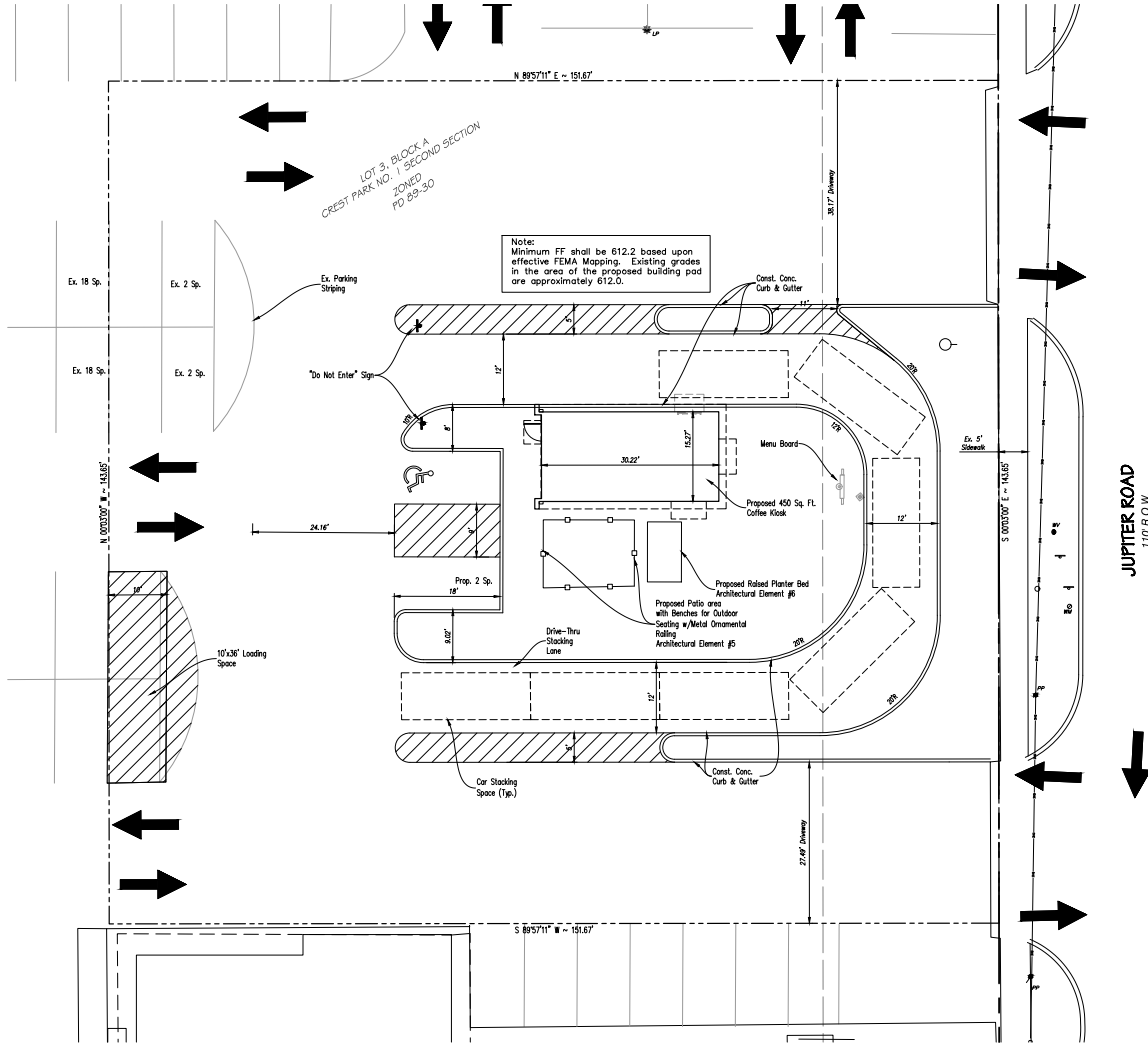
Z 18-34 Spiars Engineering, Inc. Exhibits and Attachments
Z 18-34 Spiars Engineering, Inc. Responses
Z 18-34 Staff Presentation

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 18-34

617 North Jupiter Road

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow Restaurant, Drive-Through.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Community Retail (CR) District as 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. Development: Development is to be in general conformance with the approved site plan and building elevations labeled Exhibit C and Exhibit D (development plans). In the event of conflict between the conditions and development plans, the conditions listed below are to apply.
- V. Specific Use Provision:**
- A. SUP Time Period: The Specific Use Provision for Restaurant, Drive-Through shall be in effect for a period of thirty (30) years.
- B. Site Layout: Restaurant, Drive-Through operation shall be limited to the 0.470-acre lease area, in accordance with the site layout in Exhibit C.
- C. Parking: At least five (5) parking spaces shall be provided within the lease area to serve the Restaurant, Drive-Through.



SYNOPSIS

Zoning	PD 89-30
Existing Use	Retail
Proposed Use	Drive-Thru Restaurant
Total Lot Area	11.487 Ac./500,381 Sq. Ft.
Existing Building Area	92,519 Sq. Ft.
Proposed Building Area	450 Sq. Ft.
Total Building Area	92,969 Sq. Ft.
Floor Area Ratio	0.186:1
Building Height	1-Story
Impervious Area	171,215 Sq. Ft.
Parking Required	5 Spaces
Parking Provided	6 Spaces



RAISED PLANTER SAMPLE

(Planter shall be similar in nature-exact product to be confirmed at time of permit. Plantings shall be seasonal flowers and greenery and maintained by the user)



METAL RAILING SAMPLE

(Railing shall be similar in nature-exact product to be confirmed at time of permit.)



PATIO FURNISHING SAMPLE

(Furnishings shall be similar in nature-exact product to be confirmed at time of permit.)

LEGEND

- Prop. Curb & Gutter
- Ex. Striping
- Prop. Striping
- Metal Ornamental Railing

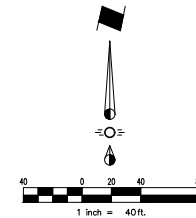
Case No. Z 18-34/180517-2
SHEET 1 OF 2
SITE PLAN

SCOOTERS COFFEE

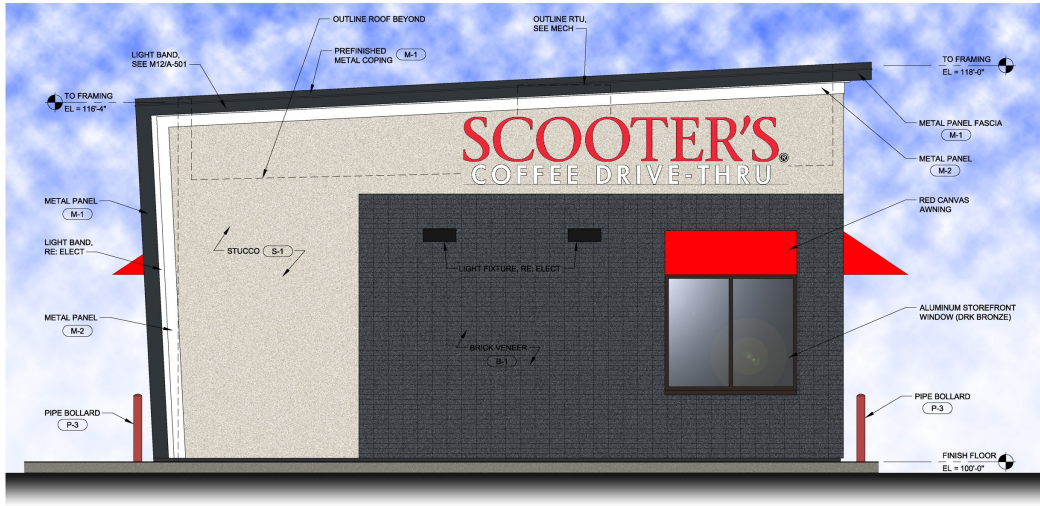
LOT 3, BLOCK A
CREST PARK NO. 1 SECOND SECTION
11.487 Acres

SITUATED IN THE
W. BARNES SURVEY, ABSTRACT NO. 78
IN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS

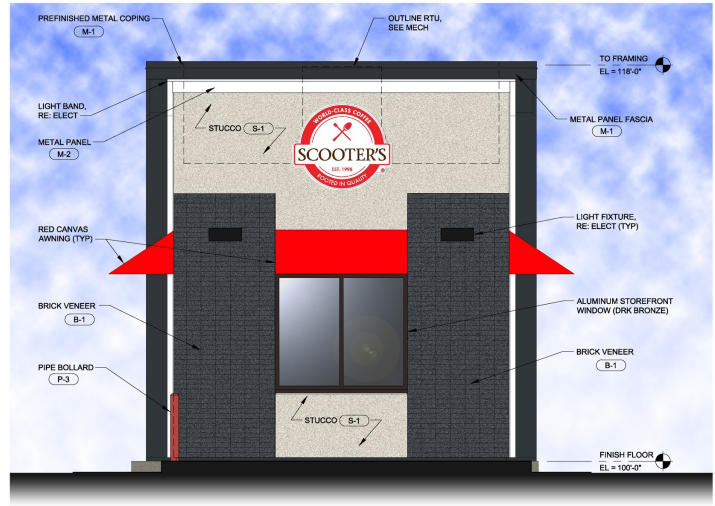
OWNER	APPLICANT	ENGINEER / SURVEYOR
Brimor Holdings 12 SPE, LLC 1525 Parady Ave., Suite 350 Carlsbad, CA 92008 Telephone: (858) 202-1107 Contact: Matthew Berger	ARC Holdings, LLC 8601 Park Lane, #221 Dallas, TX 75231 Telephone: (402) 658-4581 Contact: Adam Cockerill	Sparks Engineering, Inc. 765 Custer Road, Suite 100 Piano, TX 75075 Telephone: (972) 422-0077 FIRE No. P-2121 Contact: David Bond



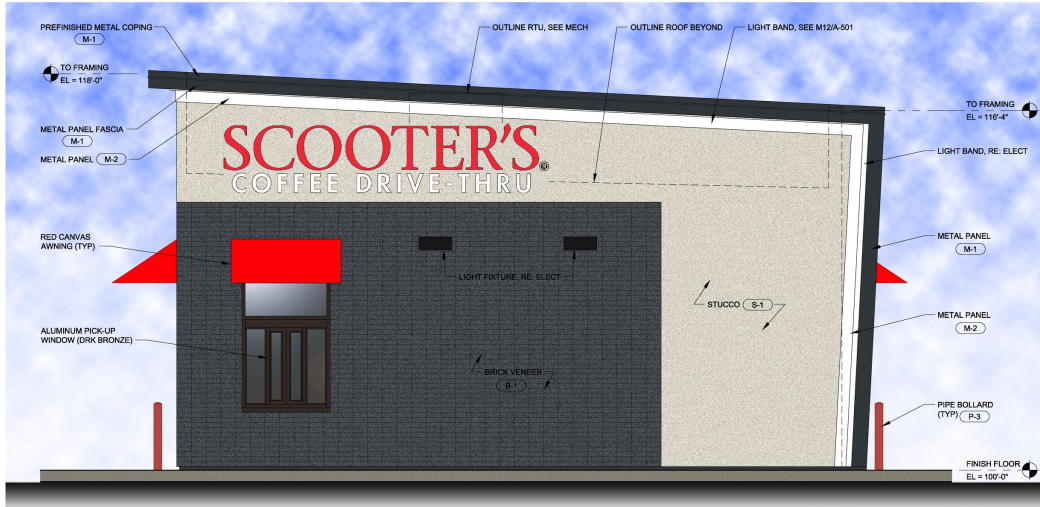
OWNER	APPLICANT	ENGINEER / SURVEYOR
Brixmor Holdings 12 SPE, LLC 1525 Faraday Ave., Suite 350 Carlsbad, CA 92008 Telephone: (858) 202-1107 Contact: Matthew Berger	ARC Holdings, LLC 8601 Park Lane, #221 Dallas, TX 75231 Telephone: (402) 658-4581 Contact: Adam Cockerill	Spars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121



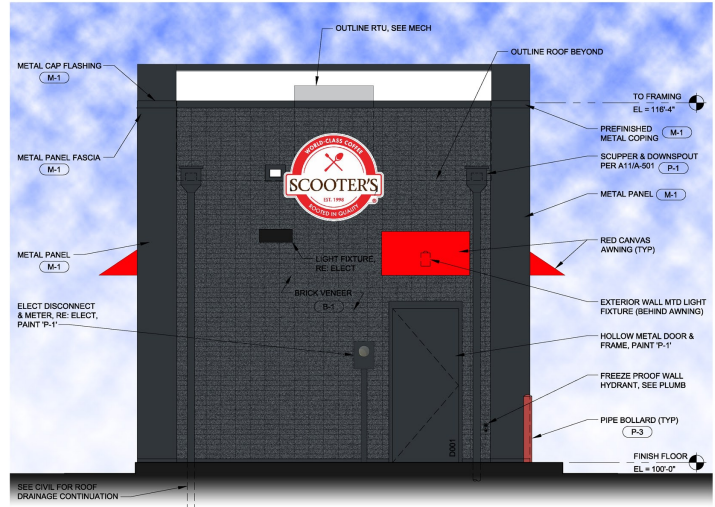
EXTERIOR ELEVATION - NORTH
SCALE: 3/8" = 1'-0"



EXTERIOR ELEVATION - WEST
SCALE: 3/8" = 1'-0"



EXTERIOR ELEVATION - SOUTH
SCALE: 3/8" = 1'-0"



EXTERIOR ELEVATION - EAST
SCALE: 3/8" = 1'-0"

- ARCHITECTURAL DESIGN ELEMENTS
1. AWNINGS
 2. TRANSOM ABOVE D/T WINDOW
 3. DISTINCTIVE LIGHT FEATURE THAT ACCENTUATES BUILDING LINES
 4. BENCH FOR OUTDOOR SEATING
 5. VARIED ROOF HEIGHT
 6. RAISED PLANTER

EXTERIOR FINISH MATERIALS

TAG	MATERIAL / DESCRIPTION	MFR	STYLE / CAT NO	COLOR	REMARKS	TAG	MATERIAL / DESCRIPTION	MFR	STYLE / CAT NO	COLOR	REMARKS
(B-1)	BRICK VENEER	ENDICOTT	SMOOTH FACE	MANGANESE IRONSPOT		(P-1)	PAINT	SHERWIN WILLIAMS		SW 6602 INKWELL	SEMI-GLOSS
(S-1)	CEMENT STUCCO	SENERGY	SENTRY STUCCO ULTRA	3008 CRESCENT	FINE FINISH	(P-2)	PAINT	SHERWIN WILLIAMS		SW 7070 SITE WHITE	SEMI-GLOSS
(M-1)	METAL PANEL FASCIA	BERRIDGE	TBD	SW 6602 INKWELL	PREFINISHED	(P-3)	PAINT	SHERWIN WILLIAMS		SW 6607 TOMATO RED	SEMI-GLOSS
(M-2)	METAL PANEL FASCIA	BERRIDGE	TBD	WHITE	PREFINISHED						

EXTERIOR FINISH MATERIALS CALCULATION TABLE

SOUTH FACADE				EAST FACADE				NORTH FACADE				WEST FACADE			
MATERIAL	AREA	PERCENTAGE		MATERIAL	AREA	PERCENTAGE		MATERIAL	AREA	PERCENTAGE		MATERIAL	AREA	PERCENTAGE	
GROSS (MINUS DRS & WDWS)	456 SF	100%		GROSS (MINUS DRS & WDWS)	112 SF	100%		GROSS (MINUS DRS & WDWS)	447 SF	100%		GROSS (MINUS DRS & WDWS)	205 SF	100%	
BRICK VENEER (B-1)	231.5 SF	50.8%		BRICK VENEER (B-1)	112 SF	50.5%		BRICK VENEER (B-1)	220.5 SF	49.3%		BRICK VENEER (B-1)	197 SF	96.1%	
CEMENT STUCCO (S-1)	214.5 SF	47.0%		CEMENT STUCCO (S-1)	98 SF	44.1%		CEMENT STUCCO (S-1)	214.5 SF	48.0%		CEMENT STUCCO (S-1)	0 SF	0%	
RED CANVAS AWNING	10 SF	2.2%		RED CANVAS AWNING	12 SF	5.4%		RED CANVAS AWNING	12 SF	2.7%		RED CANVAS AWNING	8 SF	3.9%	

Scooter's Coffee Drive-Thru
N Jupiter Rd & W Walnut St
Garland, TX 75042

Adam Cockerill
ARC Holdings, LLC

REVISIONS
BY DATE SOURCE

DATE: 08.22.18
DESIGNED BY: JDE
DRAWN BY: JDE
APPROVED BY: KAW

SHEET NUMBER
A-201
JOB NUMBER
5321-18

WARMAN ARCHITECTURE + DESIGN
1735 SWIFT
NORTH KANSAS CITY, MISSOURI 64116
V. 816.474.2235 F. 816.474.1051



EXTERIOR ELEVATIONS

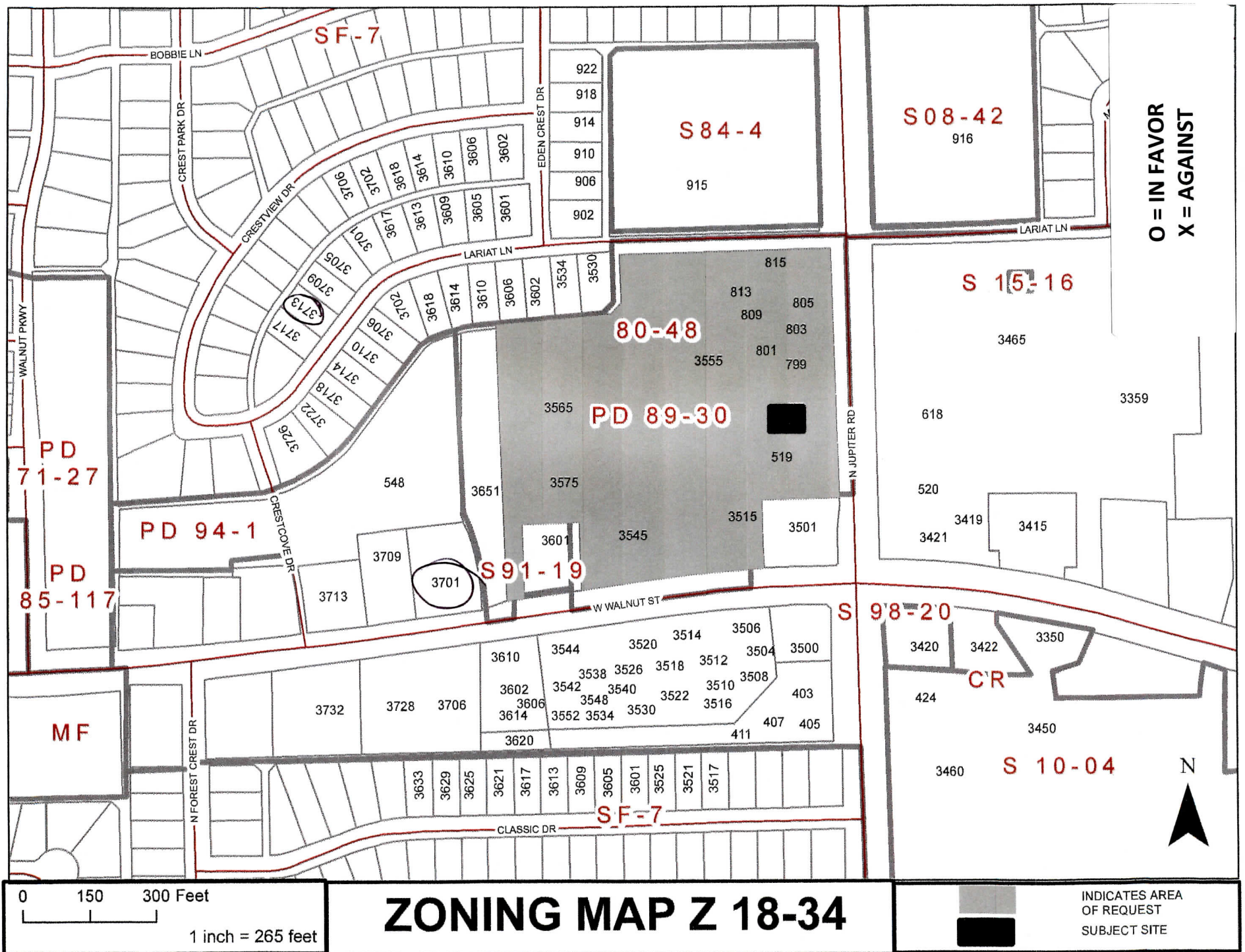
REPORT & MINUTES

P.C. Meeting, September 24, 2018

Consideration of the application of **Spiars Engineering, Inc.**, requesting approval of a Specific Use Provision for a Restaurant, Drive-Through on a property zoned Planned Development (PD) District 89-30 for Community Retail Use. This property is located at 617 North Jupiter Road. (District 6) (File Z 18-34)

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

Motion was made by Commissioner Williams, seconded by Commissioner Dalton to **approve** the request per staff recommendation. **Motion carried: 8 Ayes, 0 Nays.**





GARLAND

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

September 12, 2018

HEARING DATE/TIME: Plan Commission: September 24, 2018 – 7:00 PM

APPLICANT: Spiars Engineering, Inc.

File Z 18-34

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 24, 2018, in the Council Chambers of the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, to consider the application of **Spiars Engineering, Inc.**, requesting approval of a Specific Use Provision for a Restaurant, Drive-Through on a property zoned Planned Development (PD) District 89-30 for Community Retail Use. The property is shown on the enclosed sketch and is described as follows:

BEING a 0.470-acre tract of land situated in the W. Barnes Survey, Abstract No. 78, City of Garland, Dallas County, Texas, and being a portion of a Lot 3, Block A, Cedar Crest Park No. 1, Second Section, according to the plat recorded in Volume 663, Page 1329, Map Records, Dallas County, Texas. This property is located at 617 North Jupiter Road. (District 6)

Note: The applicant makes the above request to build and operate a restaurant/coffee shop with a drive-through.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002; fax to 972-205-2474; deliver to the Planning Department at 800 Main Street, Garland TX; or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Nabihah Ahmed at 972-205-2453.

(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.

*District 89-30 need to be changed
will happen soon, we need to see something new in the area.*

(Please complete the following information)

Your Property Address

Soth Phoung + Rin Pin

Printed Name

3713 Cariad Ln

Garland, Tx

Address

City, State

75042

Zip

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

Soth Phoung + Rin Pin

Signature

Title

Date: *9/13/2018*



GARLAND

September 12, 2018

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

HEARING DATE/TIME: Plan Commission: September 24, 2018 – 7:00 PM

APPLICANT: Spiars Engineering, Inc.

File Z 18-34

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BEING a 0.470-acre tract of land situated in the W. Barnes Survey, Abstract No. 78, City of Garland, Dallas County, Texas, and being a portion of a Lot 3, Block A, Cedar Crest Park No. 1, Second Section, according to the plat recorded in Volume 663, Page 1329, Map Records, Dallas County, Texas. **This property is located at 617 North Jupiter Road. (District 6)**

Note: The applicant makes the above request to build and operate a restaurant/coffee shop with a drive-through.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002; fax to 972-205-2474; deliver to the Planning Department at 800 Main Street, Garland TX; or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Nabihah Ahmed at 972-205-2453.

(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.

Good Luck, Spiars Engineering Inc.

Wayne Burton, Burton Family Trust, Trustee
(Please complete the following information)

Your Property Address: 3701 W. Walnut St. Garland 75042

Printed Name

Address

City, State

Zip

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

Signature

Title

Date:

9/15/2018

SEP 24 '18 PM 2:08



GARLAND

September 12, 2018

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

HEARING DATE/TIME: Plan Commission: September 24, 2018 – 7:00 PM

APPLICANT: Spiars Engineering, Inc.

File Z 18-34

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BEING a 0.470-acre tract of land situated in the W. Barnes Survey, Abstract No. 78, City of Garland, Dallas County, Texas, and being a portion of a Lot 3, Block A, Cedar Crest Park No. 1, Second Section, according to the plat recorded in Volume 663, Page 1329, Map Records, Dallas County, Texas. **This property is located at 617 North Jupiter Road. (District 6)**

Note: The applicant makes the above request to build and operate a restaurant/coffee shop with a drive-through.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002; fax to 972-205-2474; deliver to the Planning Department at 800 Main Street, Garland TX; or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Nabiha Ahmed at 972-205-2453.

(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

① Beaver Tech Center 3232 March Ln Garland 75042
Printed Name
② Bradford ES 3817 Bucknell Dr, Garland 75042
Address City, State Zip

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

Signature [Signature] Title Exec Dir of Facilities & Maintenance
Date: 9/21/18

Outside the Notification Area

Z 18-34

Approval of a Specific Use Provision for a Restaurant, Drive-Through on a property zoned Planned Development (PD) District 89-30 for Community Retail Use.

**City Council Meeting
October 16, 2018**



GARLAND

TEXAS MADE HERE

Case Information

Location: 617 North Jupiter Road

Applicant: Spiars Engineering, Inc.

Owner: Brixmor Holdings 12 SPE, LLC.

Acreage: Subject property (11.487 acres), lease area (0.470 acres)

Zoning: Planned Development (PD) District 89-30 for Community Retail Use.

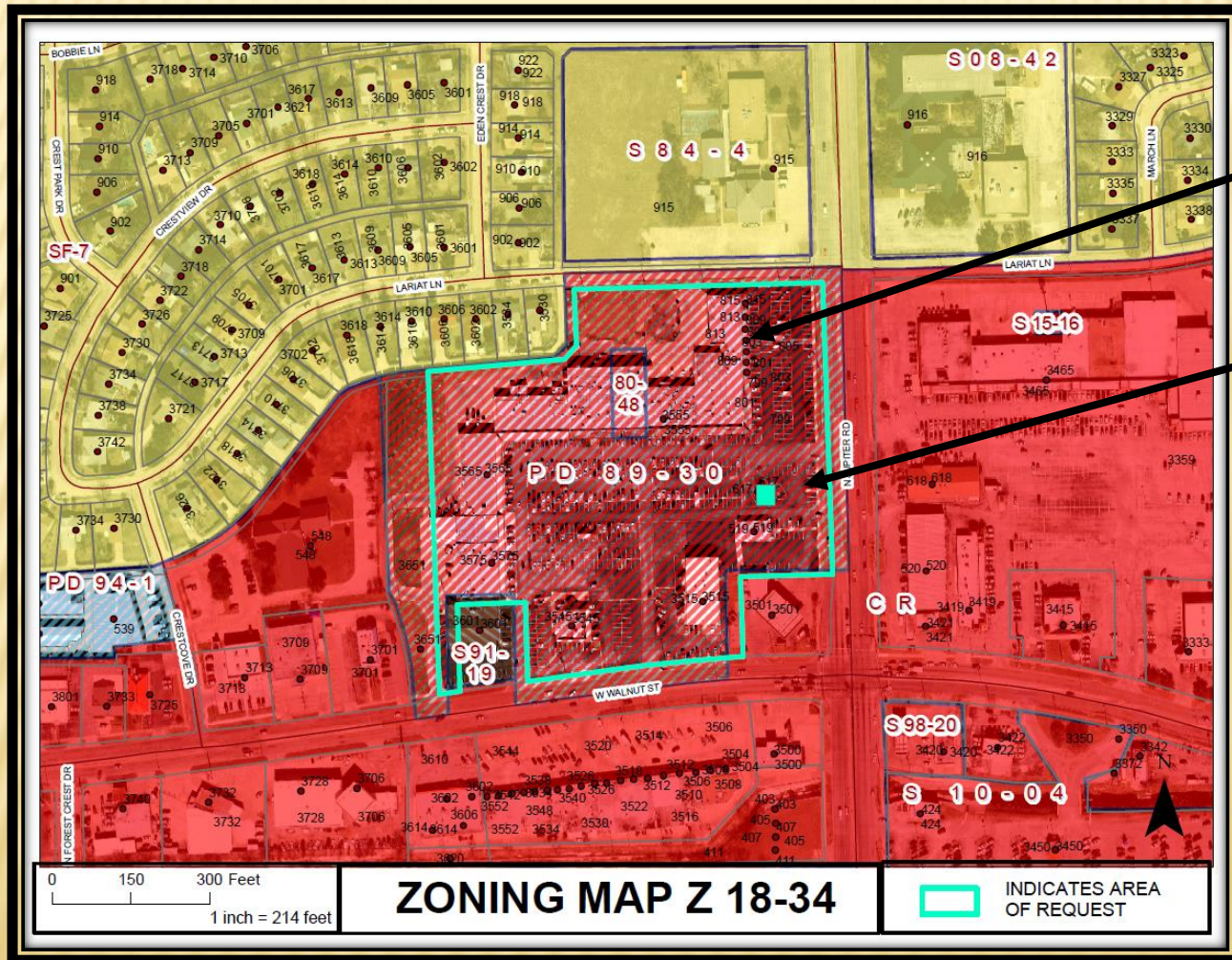


GARLAND
TEXAS MADE HERE

Location Map & Background

Subject property with existing shopping center

Lease area for proposed restaurant w/drive-through (coffee shop)



Z 18-34

Photos



Looking at the subject property from North Jupiter Road



Looking east of subject site from North Jupiter Road



Looking south of subject site from North Jupiter Road.



Looking west of subject site from North Jupiter Road



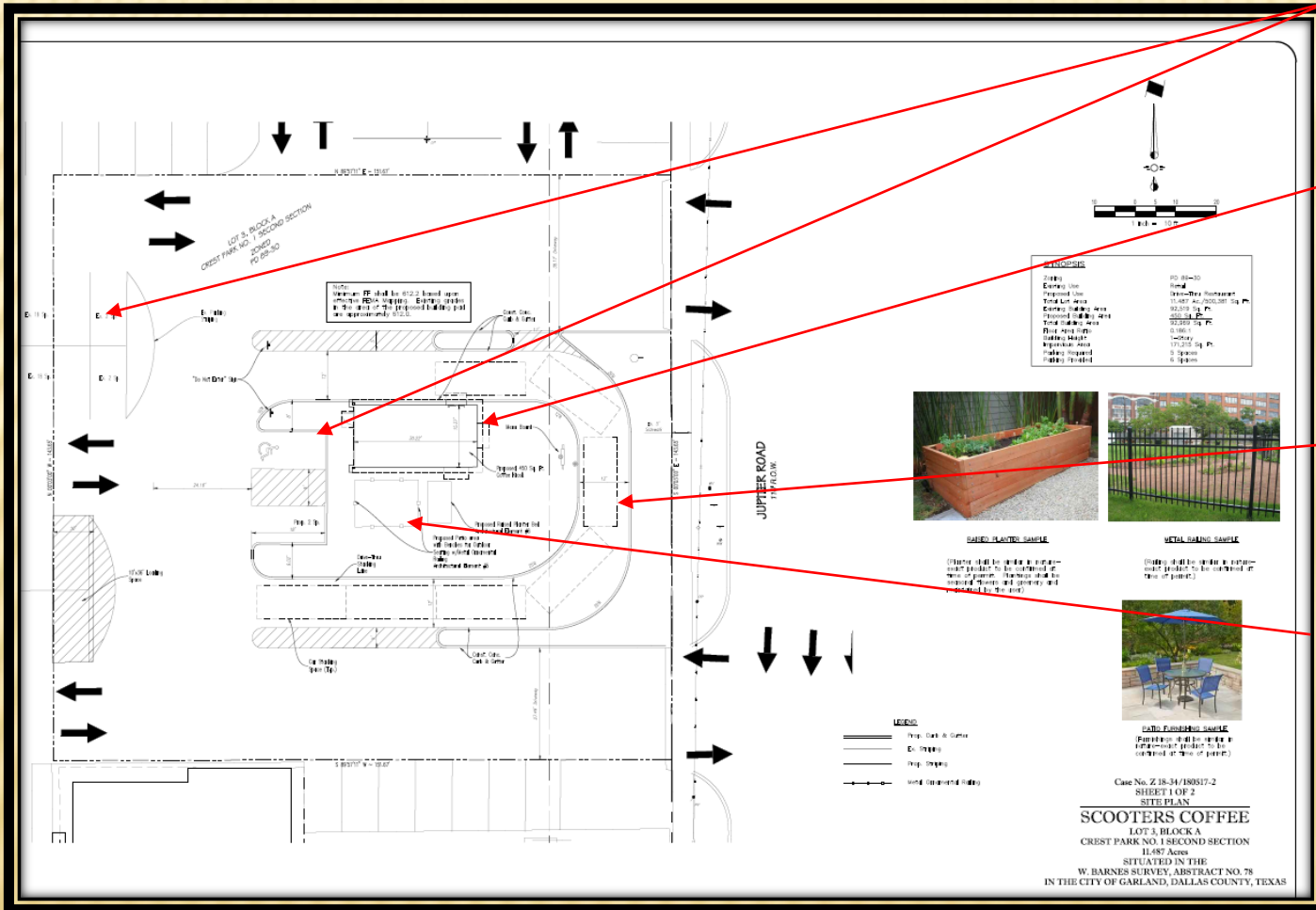
SUP for 30 years (Site Plan)

Parking area for
restaurant
w/drive-through

450 sq.ft, one story restaurant

- Drive-Through

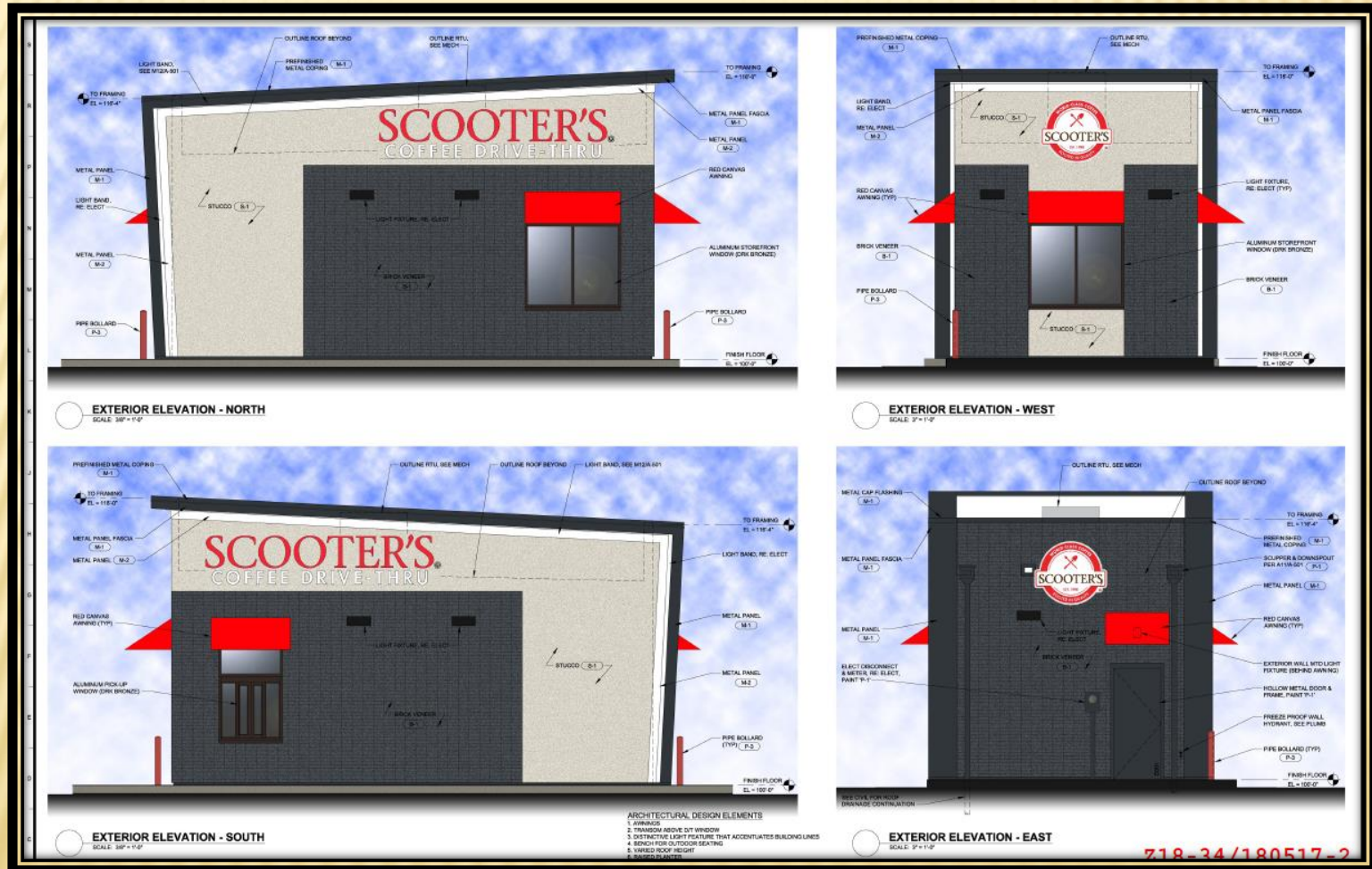
Patio/outdoor seating area





GARLAND
TEXAS MADE HERE

Elevations



Comprehensive Plan

The Future Land Use Map of the Envision Garland Plan recommends Neighborhood Centers for the subject property. Neighborhood Centers provide a mix of retail, services and community gathering places appropriately scaled to adjacent residential areas.



GARLAND PLANNING REPORT

City Council Regular Session Agenda

10.b.

Meeting Date: 10/16/2018

Item Title: Z 18-36 Via Bayou Inc. (District 3)

Submitted By: Kira Wauwie, Principal Development Planner

REQUEST

Approval of 1) a Change in Zoning from Agricultural (AG) District, Single-Family-10 (SF-10) District, and Community Retail (CR) District to Planned Development (PD) District for Limited Light Commercial Uses (Recreational Vehicle Park only); 2) a Concept Plan for Recreational Vehicle Park with Recreational Vehicles and Cabins; and 3) a Detail Plan for Recreational Vehicle Park.

OWNER

Via Bayou Inc.

PLAN COMMISSION RECOMMENDATION

On September 24, 2018 the Plan Commission, by a vote of seven (7) to one (1), recommended approval of 1) a Change in Zoning from Agricultural (AG) District, Single-Family-10 (SF-10) District, and Community Retail (CR) District to Planned Development (PD) District for Limited Light Commercial Uses (Recreational Vehicle Park only); 2) a Concept Plan for Recreational Vehicle Park with Recreational Vehicles and Cabins; and 3) a Detail Plan for Recreational Vehicle Park, per staff recommendation as outlined in the below section.

Additionally, the Plan Commission approved a Variance of the Garland Development Code to Section 4.34 regarding perimeter landscaping buffer, Section 4.35 regarding parking area landscaping, and Section 4.39 regarding perimeter screening.

STAFF RECOMMENDATION

Approval of the request, with conditions and considerations as outlined below.

Staff recommends the screening fencing along the adjacent property to the east and along the I-30 frontage be constructed of a masonry or similar durable and aesthetic material.

In addition, the City Attorney's Office has drafted particular PD Conditions (Exhibit B) for the Plan Commission and City Council to consider that address potential concerns related to time duration of stays, landscaping and property maintenance, and vehicle condition.

BACKGROUND

The Garland Development Code allows the development of a Recreational Vehicle Park only within a Planned Development (PD) District and after approval of a Detail Plan. The applicant proposes a Planned Development (PD) District to build a Recreational Vehicle Park (Resort) with recreational vehicle sites, cabins, a leasing/office/manager building, clubhouse building and amenities on an undeveloped site. The submitted Concept Plan includes two phases: Phase 1 includes the RV Pad Sites, Leasing Building, Club House, and Amenities, and Phase 2 includes the future Cabins site area. In addition, the applicant has submitted a Detail Plan for the Phase 1 portion of the site. A future Detail Plan will be required for the Phase 2 Cabins site area.

SITE DATA

The subject property consists of approximately 13.82 acres, with frontage along the service road of I-30 and Zion Road. The subject property will be accessed from the service road of I-30 and Zion Road.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is currently zoned Agricultural (AG) District, Single-Family-10 (SF-10) District, and Community Retail (CR) District. The Agricultural (AG) District, Single-Family-10 (SF-10) District and Community Retail (CR) District do not allow Recreational Vehicle Park use; additionally Recreational Vehicle Park Use does not include cabins. Therefore, a zoning change to a Planned Development (PD) District and approval of a Concept Plan and a Detail Plan are required.

CONSIDERATIONS

Concept Plan (Phase 1 and 2):

1. The applicant proposes a Planned Development (PD) with a Concept Plan (Exhibit C) to develop a Recreational Vehicle Park in two Phases. Phase 1 will include 183 recreational vehicle pad sites, a leasing center, and a club house with amenities. Phase 2 will consist of cabin sites which is listed in the GDC as an accessory use to a Recreational Vehicle Park. This application includes a Detail Plan for the Phase 1 development. Phase 2 will require a future public hearing for a Detail Plan.

Detail Plan (Phase 1):

2. The Detail Plan (Exhibit E) will provide 183 recreational vehicle pads, a two-story leasing office building with a floor area of 4,424 square feet and a two-story club house with a floor area of 8,326 square feet. The Garland Development Code establishes a parking ratio of one (1) parking space for each pad plus 1 parking space for every eight (8) pads for guest/customer/employee parking, resulting in an overall parking requirement of 206 parking spaces. The proposed Detail Plan provides 207 parking spaces.
3. The proposed Recreational Vehicle Park is subject to Special Standards stipulated in the Garland Development Code. The Special Standards include but are not limited to thoroughfare access, site development elements, accessory uses, and amenities. With the exception of the required setbacks and perimeter screening discussed below in considerations #7 and #8, the proposed Detail Plan complies with the Special Standards. In addition to the pads, the Recreational Vehicle Park will provide spaces for the following accessory uses:
 - Manager/caretaker residence
 - Self-service laundry facility

- Guard/entry structure (gates)
- Snack shop
- Restroom/bathing facility

Furthermore, the following amenities will be provided:

- Swimming pool
- Fitness center/exercise facility
- Business center
- Community center/club house
- Dog park
- Picnic/grilling area

4. With the exception of the required landscape buffers, the proposed landscape layout (Exhibit E) complies with the Screening and Landscape Standards in the Garland Development Code.

5. The design of the building (Exhibit F) is required to comply with the following GDC development standards:

- All building elevations are required to consist of at least eighty (80) percent masonry per Section 4.83(A).
- At least two (2) different exterior construction materials must be applied on facades visible from the streets per Section 4.83(A).
- At least six (6) of the twelve (12) architectural elements listed in Section 4.83(B) must be incorporated into the design of the building.
- Street-facing elevations should be horizontally and vertically articulated in accordance with Section 4.83(C).

The building design complies with the aforementioned development standards.

6. Section 2.52(A)(34)(c)(ii) of the Garland Development Code establishes the following setbacks for structures and Recreational Vehicle pads:

- Front yard setback adjacent to a street: Thirty (30) feet
- Side and rear yard setbacks adjacent to a street: Twenty (20) feet
- No setback is required for yards not adjacent to a street, except where the yard is adjacent to a residential district a setback of twenty (20) feet is required.

The applicant proposes a Planned Development (PD) condition to deviate from the aforementioned sections and establish the following setbacks:

- Front yard setback adjacent to a street: Five (5) feet (along service road of I-30)
- Side and rear yard setbacks adjacent to a street: Five (5) feet (along Zion Road)
- No setback is required for yards not adjacent to a street, except where the yard is adjacent to a residential district a setback of five (5) feet is required (along the east property line).

7. Section 2.52(A)(34)(c)(iii) of the Garland Development Code states that perimeter fencing must be provided along all property lines of a Recreational Vehicle Park. The perimeter fencing must have a minimum height of six (6) feet with masonry columns on maximum fifty (50) foot centers and consists of one of the two following screening and landscaping methods:

- Masonry wall with one (1) large canopy tree for every twenty-five (25) linear feet of screening wall on the development's side; or
- Ornamental metal fence with a continuous row of evergreen high-level screening shrubs on the development's side along all portions of the fence that are not opaque masonry

The applicant proposes a Planned Development (PD) condition to allow an alternative perimeter fencing and landscaping method to the methods prescribed in the Garland Development Code. The fencing and landscape would consist of the following:

- Along the I-30 frontage, a portion of the south property line, and the east property line: An eight foot minimum and nine foot maximum board-on-board wood fence with stone columns every fifty (50) feet. Additionally twenty-seven (27) large canopy trees are proposed inside the fence, along the I-30 frontage. Similarly, along the north property line a row of thirty (30) large canopy trees is proposed along the inside of the fence.
- Along Zion Road and a portion of the south property line: A four-foot tall wrought iron fence with stone columns every fifty (50) feet along the property line fronting Zion Road.

8. The landscape plan complies with the landscaping and screening requirements in Section 4.34 in the GDC, with the exception of the landscape variance approved by Plan Commission.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Parks and Open Space and Regional Centers for the subject property. Parks and Open Space consists of a variety of public parks, plazas, and natural areas for passive and active recreation, as well as informal gathering places, including development that contributes to their desirability. Parks and Open Space should be interconnected by a network of roads, sidewalks, pathways and transit to encourage residents and visitors to move about for mobility, recreational, social, and health purposes.

Regional Centers include a mix of uses, include retail, services, entertainment, and employment uses, as well as a residential component and public gathering or open space. They include compact, walkable site design; landscape plantings and street furniture; along with other elements of the public realm. Regional Centers incorporate pedestrian and transit as a part of internal circulation and provides amenities for their use such as bike racks, bus shelters and benches.

Additionally, the subject site falls under the I-30 Catalyst Area Plan. The land use map in that Plan identifies the site for Regional Center use as described in the Envision Garland Plan. Further the site is located within the Harbor Point Targeted Investment Area extending from the North George Bush Highway to Lake Ray Hubbard. The vision for land use in for infill with additional housing options, urban mixed-use character, shops, restaurants, and multiple plazas to encourage gathering and outdoor activities.

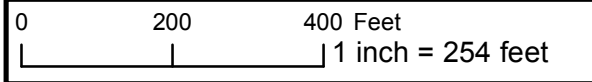
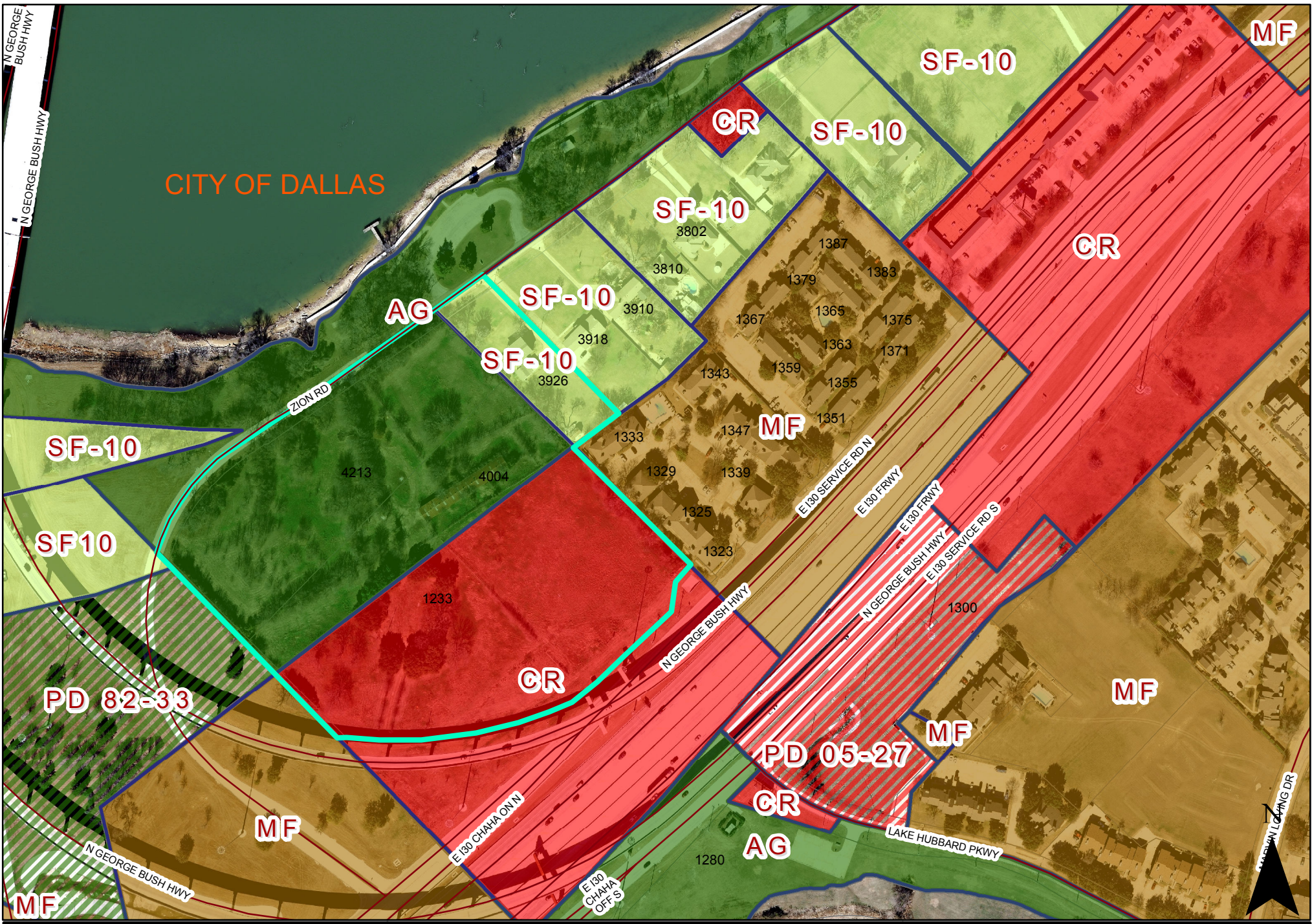
COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the east are zoned for Multi-Family uses and Single-Family uses; these properties are developed with an apartment complex and single-family dwellings. To the north the subject property fronts Lake Ray Hubbard. To the west of the subject property, across President George Bush Turnpike, the properties are zoned for Multi-Family, Single-Family, Agricultural and Community Retail uses; these properties are developed with single-family dwellings, apartment complexes and a hotel. To the south of the subject property, across I-30, the properties are zoned for Multi-Family, Agricultural and Community Retail uses; these properties are developed with apartment complexes.

Additionally, the subject property is located approximately 0.7 miles from Bass Pro Development. Its proximity to Bass Pro Development, along with its adjacency to Lake Ray Hubbard, makes the subject property desirable and fitting for the development of the proposed Recreational Vehicle Park.

Attachments

Z 18-36 Via Bayou Inc. Location Map
Z 18-36 Via Bayou Inc. Conditions
Z 18-36 Via Bayou Inc. Exhibits
Z 18-36 Via Bayou Inc. R&M
Z 18-36 Via Bayou Inc. Responses
Z 18-36 Via Bayou Inc. Staff Presentation



ZONING MAP Z 18-36



PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 18-36

1233 I-30 FREEWAY; AND 3926, 4004, AND 4213 ZION ROAD

- I. Statement of Purpose:** The purpose of this Planned Development is to permit the development of a Recreational Vehicle Park 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 expressly provided herein.
- III. General Regulations:** All regulations of the Light Commercial (LC) District and Special Standards for Recreational Vehicle Park as set forth in Chapter 2 and Site Development Standards as set forth in Chapter 4 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- A. Concept Plan:** Development shall be in general conformance with the Concept Plan attached hereto as Exhibit C and incorporated herein by reference. In the event of a conflict between the Concept Plan and the Specific Regulations below, the Specific Regulations shall apply.
- B. Detail Plan:** Development shall be in compliance with the Detail Plan attached hereto as Exhibit D and incorporated herein by reference. In the event there is conflict between the approved Detail Plan and the Specific Regulations below, the Specific Regulations shall apply.
- V. Specific Regulations to the Concept Plan Exhibit C:**
- A. Permitted Uses:** All uses are prohibited except as follows:
- (1) Recreational Vehicle Park for Recreational Vehicles, leasing building with manager quarters, and club house building with amenities constructed during Phase I.

- (2) Recreational Vehicle Park for Cabins on Phase II, subject to approval of a Detail Plan with a public hearing.

VI. Specific Regulations:

A. Setbacks: The minimum setbacks shall be the following:

- (1) Front yard setback adjacent to a street: Five feet (along service road of I-30);
- (2) Side and rear yard setbacks adjacent to a street: Five feet (along Zion Road); and
- (3) No setback is required for yards not adjacent to a street, except where the yard is adjacent to a residential district a setback of five feet is required (along east property line).

B. Screening and landscaping: Screening and landscaping shall be in compliance with this PD Ordinance and the landscape plan attached hereto as Exhibit E and incorporated herein by reference.

C. Perimeter fencing and landscaping: Perimeter fencing and landscaping shall consist of the following:

- (1) An eight-foot tall board-on-board wood fence with stone columns every fifty feet and four large canopy trees, both fence and trees located on the south side of the entrance, along the property line fronting the service road of I-30;
- (2) An eight-foot tall board-on-board wood fence with stone columns every fifty feet plus a four-foot tall wrought iron fence along the west property line;
- (3) A four-foot tall wrought iron fence along the property line fronting Zion Road; and
- (4) An eight-foot tall board-on-board wood fence with stone columns every fifty feet and fifteen large canopy trees along the property line adjacent to the Multi-Family (MF) Residential zoned properties to the east and fifteen large canopy trees along the boundary line between Phase I and Phase II to the east;

EXHIBIT B

D. Landscape buffers: The landscape buffers shall be provided for as follows:

- (1) No landscape buffer on the north side of the entrance along the service road of I-30;
- (2) A landscape buffer with a minimum depth of five feet and containing no less than four large canopy trees on the south side of the entrance along the service road of I-30;
- (3) A five-foot wide landscape buffer with no vegetation along Zion Road; and
- (4) Turf (grass) shall be allowed to provide 100 percent of coverage within the landscape buffers.

E. Maintenance requirements:

- (1) Landscaping must be continuously maintained in a healthy, growing condition and in compliance with this PD Ordinance, the Garland Development Code, the Code of Ordinances of the City of Garland, and the landscaping plan attached hereto at all times. The property owner is responsible for regular weeding, mowing of grass, irrigation, fertilizing, pruning, or other maintenance of all plantings as needed. All exposed ground surfaces in the park shall be properly improved, covered with screening or other approved solid material, or protected with a vegetative growth that prevents soil erosion and ameliorates objectionable dust conditions.
- (2) Any plant or vegetation that dies must be replaced with another approved plant variety that complies with the approved landscape plan within sixty days after notification by the City. In the event the property owner fails to remedy a violation of any landscaping maintenance regulation within sixty days of the City sending notice, the City may, in addition to any other remedy available by law, suspend, withhold, or revoke city permits and the certificate of occupancy for the recreational vehicle park.

- (3) Screening and paving must be continuously maintained in compliance with this PD Ordinance, the Garland Development Code, and the Code of Ordinances of the City of Garland at all times. The property owner is responsible for regular maintenance of all screening and paving as needed. In the event the property owner fails to remedy a violation of any screening or paving maintenance regulation within sixty days of the City sending notice, the City may, in addition to any other remedy available by law, suspend, withhold, or revoke city permits and the certificate of occupancy for the recreational vehicle park.

F. Elevations: Building elevations shall be in compliance with the elevations labeled Exhibit F.

G. Signage: Signage shall be limited to the monument signs shown in Exhibit E and shall be in conformity with the Garland Development Code.

H. License periods:

- (1) Users, licensees, guests, or occupants of the recreational vehicle park shall not occupy, rent, or use any structure, cabin, campsite, pad, vehicle, boat, trailer, or recreational vehicle located within the park for periods greater than either of the following:

- (a) 60 consecutive calendar days; or
- (b) one hundred eighty calendar days within a one year period.

In the event a user, licensee, guest, or occupant of the recreational vehicle park stays for a period of 60 consecutive days, such person shall not occupy, rent, or use any structure, cabin, campsite, pad, vehicle, boat, trailer, or recreational vehicle located within the park for a minimum of five days following the date he or she checked out of the park.

- (2) Motor vehicles, boats, trailers, recreational vehicles, or temporary structures shall not

EXHIBIT B

remain in the park for periods greater than the occupancy periods established by above subsection (H) (1).

- (3) Check-in and check-out days shall be included in the occupancy period calculation.
- (4) Access to and occupancy of cabins, structures, campsites, or pads shall be offered as a license only, creating no tenancy rights, and may only be licensed by the day or the week (subject to the occupancy periods in above subsection (1)).

I. Pad sites:

- (1) There shall be a maximum of 183 pad sites with a maximum allowable 183 recreational vehicles allowed within the park.
- (2) Recreational vehicle pull-through and back-in pad sites shall have full utility hookups and have minimum dimensions as shown on the Detail Plan, additionally each pad shall have an improved concrete surface.
- (3) Recreational vehicles containing plumbing facilities may only rent, lease, or occupy pad sites that have utility hookups for electric, water, and sewer.
- (4) Each pad site shall include improved parking space for at least one passenger motor vehicle.
- (5) Pad sites shall not have direct access to a public street outside the park.
- (6) Each pad site shall be supplied with an enclosed utility stand for utility services.
- (7) Each pad site shall be level, with a maximum of one-inch variation for every five feet, side-to-side and end-to-end.
- (8) Pad sites shall be constructed of reinforced concrete and designed according to the *City's Technical Standards* for streets or alleys in a residential subdivision.

EXHIBIT B

J. Water and wastewater systems:

- (1) Adequately sized circulating looped water lines approved by the City shall be installed and connected to the city system, at the owner's expense, for domestic use and fire protection.
- (2) Adequately sized sanitary sewer lines approved by the City to dispose of sanitary wastes shall be installed and connected to the city sanitary sewer system at the owner's expense.

K. Driveways and interior roads:

- (1) General requirements. The park shall provide safe and convenient vehicular access from abutting public streets or roads to the internal parking area or RV sites. All drives, parking areas, and internal streets shall be constructed of reinforced concrete and designed and constructed in accordance with the *City's Technical Standards*.
- (2) Lighting. Driveways, interior roadways, and pad sites shall be illuminated with uniform lighting units in conformance with a lighting plan submitted pursuant to Section 4.88 of the GDC and in compliance with the provisions of Chapter 4, Article 7 of the GDC.

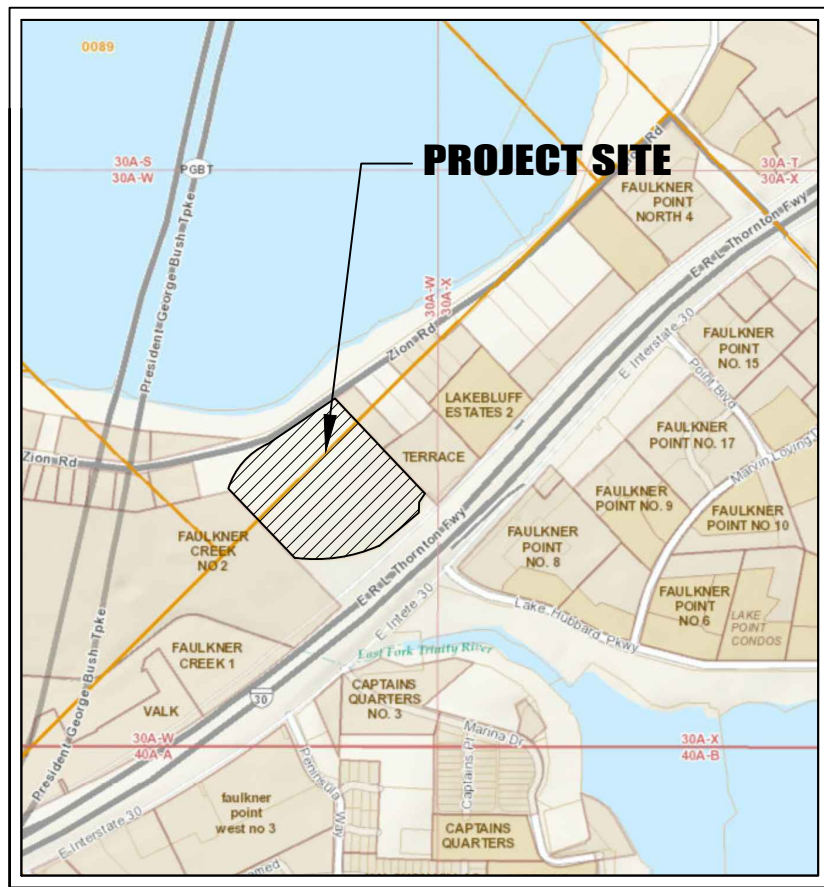
L. Office, caretaker dwelling, and parking areas:

- (1) The park shall have a designated administrative office on site, which shall be a permanent structure designed and constructed in compliance with Section 4.83 of the GDC.
- (2) The park may contain a permanent resident recreational vehicle park manager or caretaker dwelling on site.
- (3) In addition to the minimum parking requirements of each cabin and pad, for every four cabins and pads an additional improved parking space must be provided within the park.

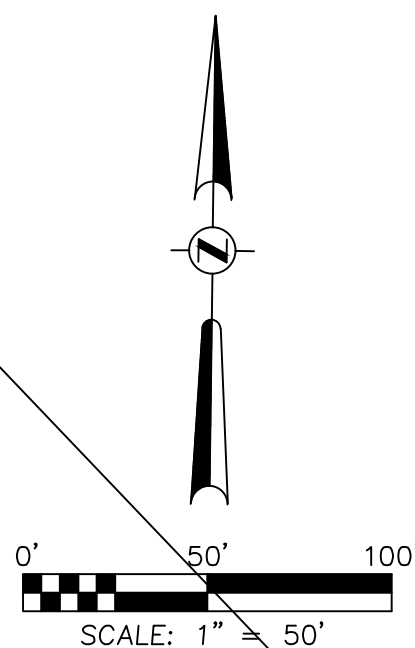
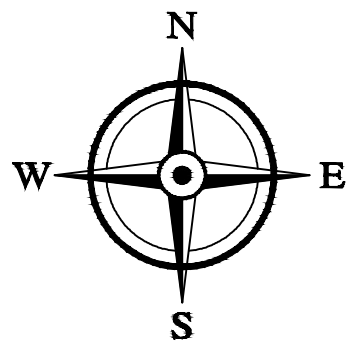
M. Vehicles:

- (1) Vehicles on site must be registered and in operable condition.

CONCEPT PLAN
EXHIBIT C



VICINITY MAP
NOT TO SCALE



LEGEND

- ① DRAINAGE INLET MANHOLE
- NEW RETAINING WALL
- NEW CONCRETE PAVEMENT
- LANDSCAPE BUFFER
- FLOOD PLAIN (DFIRM 2014) 100-YEAR
- ASPHALT PAVEMENT
- LANDSCAPE AREA
- 6" (MIN.) RIPRAP
- EXISTING CHAIN LINKED FENCE
- GI-1 PROPOSED GRATE INLET
- PROPERTY LINE
- 8'-9" CEDAR FENCE
- 4'-0" IRON FENCE
- T.O.C. TOP OF CURB ELEVATION
- EXISTING SAN. SEWER MANHOLE
- EXISTING ELEC. MANHOLE
- FIRE HYDRANT

10J., 10 M & 10 N.
LIMITED OR LACK OF
ACCESS TO ROAD OR HIGHWAY
CC# 20080344086
CC# 20080344088
CC# 20080390275
R.P.D.C.T.
(SEE NOTE #5)

10J.
SAVE & EXCEPT
AREA
VOLUME 2805, PAGE
580
CO# 20080344086
R.P.D.C.T.

NOTES:
1. ANY FENCE/SCREENING WALL ADJACENT TO R.O.W.
MUST BE BUILT TO CITY STANDARDS OR BETTER.

SITE DATA (PHASE 1)		
BREAKDOWN AREA		
		%
EXISTING PAVED AREA	7,851 Sq.Ft.	(1.4%)
EXISTING UNPAVED AREA	550,374 Sq.Ft.	(98.6%)
PROPOSED PAVED AREA	413,322 Sq.Ft.	(74.0%)
PROPOSED UNPAVED AREA	144,903 Sq.Ft.	(26.0%)
TOTAL SITE AREA	558,225 Sq.Ft.	(100%)

NUMBER OF RV PAD SITES	183
DENSITY OF RV PAD SITES	14 PER ACRE
GROSS FLOOR AREA OF ACTIVITY FACILITY	8,326 SF
GROSS FLOOR AREA OF LEASING OFFICE	4,424 SF
TOTAL NUMBER OF PARKING SPOTS	383

SITE DATA (PHASE 2)		
BREAKDOWN AREA		
NUMBER OF RV PAD SITES	183	
DENSITY OF RV PAD SITES	14 PER ACRE	
TOTAL SITE AREA	44,256 Sq.Ft.	(100%)

558,225 SQ.FT.
12.8151 ACRES

CN-180710-2

OWNER:
HOUSTON EAST RV RESORT
310 E. INTERSTATE 30, SUITE 320
GARLAND, TX 75043

OWNER'S CONTACT:
CRAIG TURNER
PHONE: (972) 879-4255
EMAIL: CRAIG@CTURNERS.COM

REVISIONS	
Date	Description

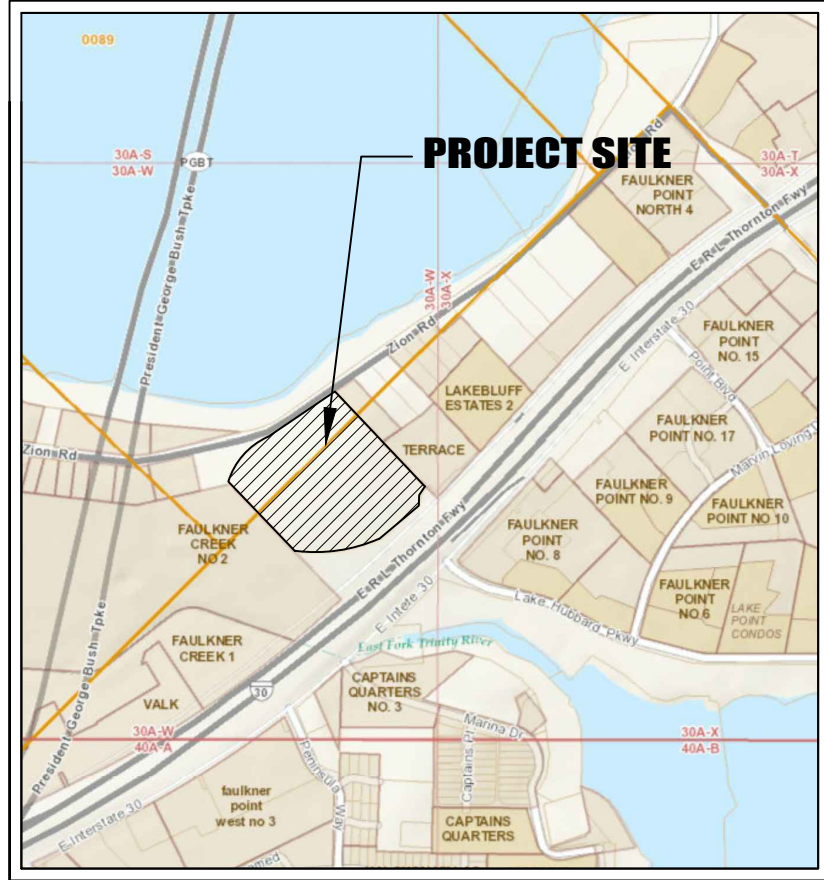
Project Name & Address:
NEW CABINS & RV RESORT
1233 & 1301 E INTERSTATE 30
GARLAND, TX 75043

Sheet Title:
SITE LAYOUT PLAN

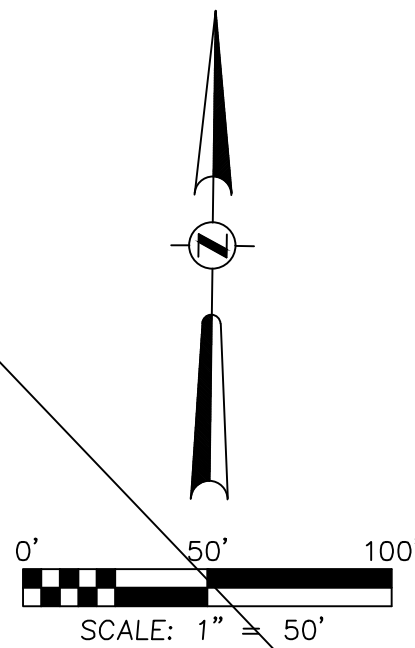
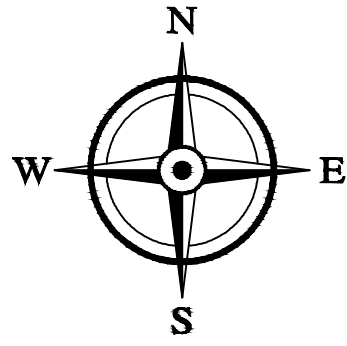
Date: AUGUST 20, 2018

Scale: 1" = 50'	Sheet No.: SP - 1
OKM Project No.: 18-101	
Owner's Project No.: N/A	

EXHIBIT D
DETAIL PLAN



VICINITY MAP
NOT TO SCALE



LEGEND

- ① DRAINAGE INLET MANHOLE
- NEW RETAINING WALL
- NEW CONCRETE PAVEMENT
- LANDSCAPE BUFFER
- FLOOD PLAIN (DFIRM 2014) 100-YEAR
- ASPHALT PAVEMENT
- LANDSCAPE AREA
- 6" (MIN.) RIPRAP
- EXISTING CHAIN LINKED FENCE
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LIMITED OR LACK OF
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CC# 20080344086
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R.P.R.D.C.T.
(SEE NOTE #5)

10J.
SAVE & EXCEPT
AREA
VOLUME 2805, PAGE
580
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SITE DATA (PHASE 2)		
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NUMBER OF RV PAD SITES	183	
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TOTAL SITE AREA	44,256 Sq.Ft.	(100%)

558,225 SQ.FT.
12.8151 ACRES

CN-180710-2

OWNER:
HOUSTON EAST RV RESORT
310 E. INTERSTATE 30, SUITE 320
GARLAND, TX 75043

OWNER'S CONTACT:
CRAIG TURNER
PHONE: (972) 879-4255
EMAIL: CRAIG@CTURNERS.COM

REVISIONS	
Date	Description

Project Name & Address:
NEW CABINS & RV RESORT
1233 & 1301 E INTERSTATE 30
GARLAND, TX 75043

Sheet Title:
SITE LAYOUT PLAN

Date: AUGUST 20, 2018

Scale: 1" = 50'	Sheet No.: SP - 1
OKM Project No.: 18-101	
Owner's Project No.: N/A	

PROPERTY LINE
BERMUDA TURF GRASS

TERRANCE SUBDIVISION
PT. LOT 1, BLOCK 1

CRAIG TURNER
PHONE: (972) 979-4255
EMAIL: CRAIG@CTURNERUNS.COM

REVISIONS

REVISIONS		
	Date	Description

NEW CABINS & RV RESORT
1233 & 1301 E INTERSTATE 30
GARLAND, TX 75043

OVERALL LANDSCAPE PLAN

AUGUST 22, 2018

Sheet No.:

L-1

SEE SHEET L-2 FOR NOTES, PLANT LIST, PLANTING, ETC.

- SECTION 02910 - SOIL PREPARATION
PART 1 - GENERAL
A. DESCRIPTION
1. PROVIDE COMPLETE GRADING AND SOIL PREPARATION, INCLUDING AMENDMENTS, AS SPECIFIED HEREIN.
B. EXAMINATION
1. EXAMINE SITE TO VERIFY REQUIRED ROUGH GRADING HAS BEEN COMPLETED CORRECTLY PRIOR TO BED PREPARATION WORK.
2. EXAMINE SITE TO VERIFY THAT ALL INVASIVE PLANTS AND THEIR ROOTS HAVE BEEN REMOVED PRIOR TO BED PREPARATION WORK.
C. APPROVALS
1. ALL 'APPROVED EQUAL' MATERIALS MUST BE APPROVED BY LANDSCAPE ARCHITECT.

- PART 2 - PRODUCTS
A. MATERIALS
1. COMPOST:
1.1 COTTON BUR COMPOST
1.2 SHALL BE SUPPLIED BY: GREENSENSE COMPOST, GARLAND, TX, OR, CLEAR FORK MATERIALS, ALEDO, TX, OR APPROVED EQUAL.
2. FERTILIZERS AND SUPPLEMENTS:
2.1 A 6-2-4 GRANULAR FERTILIZER WITH A WATER SOLUBLE SLOW RELEASE ORGANIC BASE SUCH AS GREENSENSE, OR SUSTANE, OR APPROVED EQUAL.
3. MULCH
3.1 SHALL BE SHREDDED HARDWOOD MULCH, SHREDDED CEDAR MULCH, SHREDDED NATIVE MULCH, OR APPROVED EQUAL.

- PART 3 - EXECUTION
A. BED PREPARATION AND PREPARATION FOR SOD INSTALLATION
1. GENERAL:
1.1 INSPECT ALL EXISTING CONDITIONS AND OTHER ITEMS OF WORK PREVIOUSLY COMPLETED. DO NOT PROCEED UNTIL DEFECTS ARE CORRECTED.
1.2 INSPECT THAT ALL INVASIVE PLANTS AND THEIR ROOTS HAVE BEEN REMOVED COMPLETELY.
1.3 ALL AREAS TO BE PREPARED WITH ORGANIC TECHNIQUES ONLY.
2. SHRUB BEDS:
2.1 BREAK UP AND TILL EXISTING SOIL TO A DEPTH OF 6 INCHES.
2.2 ADD A 3 INCH LAYER OF COMPOST TO THE BEDS.
2.3 TILL EXISTING SOIL AND COMPOST TOGETHER TO A TOTAL OVERALL DEPTH OF 8 INCHES.
2.4 RAKE OUT ROCKS AND CLODS AND FINE GRADE THE BEDS TO DRAIN IN APPROPRIATE DIRECTIONS.
2.5 TOP-DRESS BED WITH A 3 INCH LAYER OF MULCH AFTER PLANTING.
3. SOD AND SEEDS AREAS:
3.1 LIGHTLY CULTIVATE COMPACTED SOIL AND RAKE THE SOIL SMOOTH.
3.2 ADD 1/2 INCH COMPOST TO ALL AREAS.
3.3 FINE GRADE TO DRAIN IN APPROPRIATE DIRECTIONS.

NOTES
GENERAL LANDSCAPE

1. LANDSCAPE CONTRACTORS IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND STRUCTURES WHETHER OR NOT SHOWN ON THE PLANS, AND SHALL BE RESPONSIBLE FOR DAMAGE TO SAID UTILITIES OR STRUCTURES CAUSED BY HIS/HER CREW AND SUBCONTRACTORS.
2. ALL LAWN AND LANDSCAPE BED AREAS ARE TO BE SEPARATED BY 14 GAUGE EDGING UNLESS OTHERWISE NOTED ON THE PLANS.

- SECTION 02915 - LANDSCAPE PLANTING
PART 1 - GENERAL
A. SPECIAL CONDITIONS
1. COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.
2. EMPLOY ONLY EXPERIENCE PERSONNEL FAMILIAR WITH REQUIRED WORK. PROVIDE ADEQUATE SUPERVISION BY A QUALIFIED FOREMAN WITH A MINIMUM OF TEN (10) YEARS EXPERIENCE WITH PROJECTS OF SIMILAR COMPLEXITY.
3. DO NOT MAKE SUBSTITUTIONS OF TREE, SHRUB AND GRASS MATERIALS. IF REQUIRED MATERIAL IS NOT OBTAINABLE, SUBMIT PROOF OF NON-AVAILABILITY TO OWNER'S REPRESENTATIVE.
4. PROVIDE QUANTITY, SIZE, GENUS, SPECIES AND VARIETY OF TREES AND SHRUBS INDICATED AND SCHEDULED FOR LANDSCAPE WORK WHICH COMPLY WITH APPLICABLE REQUIREMENTS OF ANSI Z60.1 AMERICAN STANDARD FOR NURSERY STOCK, AND ANY APPLICABLE STATE AND FEDERAL LAWS CONCERNING DISEASE AND INSECT INFESTATION.
B. REFERENCE STANDARDS
1. AMERICAN STANDARDS FOR NURSERY STOCK, APPROVED NOV. 6, 1996 BY AMERICAN NATIONAL STANDARDS INSTITUTE, INC.
2. SHINNERS & MAHLER'S, ILLUSTRATED FLORA OF NORTH CENTRAL TEXAS, BOTANICAL RESEARCH INSTITUTE OF TEXAS (BRIT), FORT WORTH, TEXAS, 1999.
3. HORTUS THIRD, CORNELL UNIVERSITY, 1967.
C. PREPARATION
4. COORDINATION WITH BUILDING AND ENGINEERING PROJECT ACTIVITIES.
5. COORDINATE THE WORK OF THIS SECTION WITH THAT OF REGULAR AND EMERGENCY WATER UTILITY ACTIVITIES ON THE SITE.
6. COORDINATION WITH IRRIGATION SYSTEM:
6.1. THE UNDERGROUND IRRIGATION SYSTEM MUST BE INSTALLED PRIOR TO COMMENCEMENT OF THE PLANTING OPERATIONS.
6.2. THE IRRIGATION SYSTEM SHALL BE OPERATIONAL AT THE TIME THAT PLANTING OPERATIONS COMMENCE.
6.3. COORDINATE WORK WITH THE IRRIGATION CONTRACTOR TO PREVENT DAMAGE TO THE IRRIGATION SYSTEM.
D. ALL PLANT MATERIALS FOR THIS PROJECT SHALL BE NURSERY-GROWN, INCLUDING TREES.
1. CONTAINER GROWN PLANTS SHALL HAVE BEEN STEPPED-UP AS NECESSARY TO PREVENT ROOT GRADING.
2. CONTAINER GROWN PLANTS SHALL HAVE BEEN IN THE CONTAINER FOR A MINIMUM OF SIX (6) MONTHS PRIOR TO DELIVERY TO THE SITE TO ENSURE ADEQUATE ROOT DEVELOPMENT.
3. THE 'ROOT FLARE' OF ALL TREES AND SHRUBS SHALL NOT BE COVERED WITH SOIL.
E. THE FOLLOWING TREE CARE PROCEDURES SHALL BE ADHERED TO:
1. DO NOT MAKE FLUSH CUTS OR LEAVE STUBS WHEN PRUNING. LEAVE THE BRANCH COLLAR INTACT.
2. DO NOT USE ANY TYPE OF PRUNING PAINT ON WOUNDS.
3. DO NOT USE ANY TYPE OF TREE WRAP, EXCEPT, TRUNKS MAY BE WRAPPED WITH BURLAP DURING PLANTING OPERATIONS ONLY.
4. DO NOT STAKE OR GUY ANY TREES. IN SPECIAL CASES, TREE STAKING MAY BE NECESSARY TO PRESERVE A TREE THAT CONTINUES TO BLOW OVER. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY TREES THAT NEED STAKING FOR A PERIOD OF ONE YEAR.
5. DO NOT HANDLE ANY TREE BY ITS TRUNK. ANY TREE HANDLED IN SUCH A MANNER SHOULD BE REJECTED.
F. WARRANTEE:
1. UNCONDITIONALLY WARRANT ALL PLANTS FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF INSTALLATION INITIAL ACCEPTANCE. REPLACE MATERIALS NOT IN VIGOROUS, THRIVING CONDITION AS SOON AS WEATHER PERMITS AFTER NOTIFICATION BY OWNERS THAT THE PLANTS HAVE DIED OR ARE OTHER WISE NOT ACCEPTABLE. GUARANTEE REPLACEMENT PLANTS FOR ONE YEAR, STARTING FROM THE DATE REPLACEMENT IS MADE.
2. WARRANTY EXCLUDES REPLACEMENT OF PLANTS BECAUSE OF INJURY BY STORM, NATURAL DROUGHT, DROWNING, HAIL FOR FREEZING, IF REASONABLE CARE WAS TAKEN TO ADEQUATELY PROTECT THE MATERIAL, AND IN THE OPINION OF THE OWNER'S REPRESENTATIVE THAT THE PROBLEM OCCURRED AFTER THE DATE OF INITIAL ACCEPTANCE.

Key	Common Name	Botanical Name	Texas Native	Size	Qty	Notes
Trees-Large Canopy						
T-1	Cedar Elm	<i>Ulmus crassifolia</i>	Yes	65 gal	62	4" cal min, 7' min height
T-2	Allee Elm	<i>Ulmus parvifolia 'Emer II'</i>	Yes	65 gal	8	3" cal min, 7' min height
T-3	Maple, Caddo	<i>Acer saccharum 'Caddo'</i>	Adapted	65 gal	3	3" cal min, 7' min height
T-4	Bald Cypress	<i>Taxodium distichum</i>	Yes	65 gal	13	3" cal min, 7' min height
T-5	Live Oak	<i>Quercus virginiana</i>	Yes	65 gal	20	3" cal min, 7' min height
T-6	High Rise Live Oak	<i>Quercus virginianan 'High Rise'</i>	Adapted	65 gal	40	3" cal min, 7' min height
T-7	Burr Oak	<i>Quercus macrocarpa</i>	Native	65 gal	2	3" cal min, 7' min height
T-8	Red Oak	<i>Quercus shumardii</i>	Native	65 gal	3	3" cal min, 7' min height
T-9	Texas Ash	<i>Fraxinus texensis</i>	Native	65 gal	5	3" cal min, 7' min height
T-10	Chinkapin Oak	<i>Quercus muhlenbergii</i>	Native	65 gal	5	3" cal min, 7' min height
T-11	Cathedral Live Oak	<i>Quercus virginiana "SLDN"</i>	Yes	65 gal	32	3" cal min, 7' min height
				Total	199	
Trees-Small Ornamental						
U-1	Yaupon Holly	<i>Ilex vomitoria</i>	Yes	30 gal	7	1 1/2" cal min, 5' min height
U-2	Possumhaw Holly	<i>Ilex decidua</i>	Yes	15 gal	7	1 1/2" cal min, 5' min height
U-3	Oklahoma Texas Redbud	<i>Cercis Canadensis var texensis 'Oklahoma</i>	Yes	30 gal	4	1 1/2" cal min, 5' min height
Trees -High Level Screening						
H-1	Cherry Laurel	<i>Prunus caroliniana</i>	Adapted	30 gal	15	3" cal min, 8' min height
Shrubs						
S-1	Dwarf Yaupon Holly	<i>Ilex vomitoria 'Nana'</i>	Yes	5 gal	33	1' min height at planting
S-2	Softleaf Yucca	<i>Yucca recurvifolia</i>	Adapted	5 gal	31	2' min height at planting
S-3	Winter Gem Boxwood	<i>Buxus microphylla japonica 'Winter Gem'</i>	Yes	1 gal	21	1' min height at planting
S-4	Burford Holly	<i>Ilex cornuta 'Dwarf Burford'</i>	Yes	5 gal	136	1' min height at planting
S-5	Pittosporum Green	<i>Pittosporum tobira</i>	Yes	1 gal	19	1' min height at planting
S-6	Abelia	<i>Abelia grandiflora</i>	Yes	1 gal	15	1' min height at planting
S-7	Dwarf Burford Holly	<i>Ilex cornuta 'Dwarf Burford'</i>	Yes	5 gal	18	1' min height at planting
Ground Cover and Turf Grasses						
G-1	Bermuda Grass	<i>Cynodon dactylon</i>	Adapted	SF	90840	
Annuals, Perennials & Ornamental Grasses						
P-1	Salvia greggii 'coral'	<i>Salvia greggii</i>	Yes	1 gal	35	
P-2	Pavonia	<i>Pavonia lasiopetala</i>	Yes	1 gal	19	
P-3	Mexican Feather Grass	<i>Nasella tenuissima</i>	Yes	1 gal	167	1' min height at planting
P-4	Autumn Fern	<i>Dryopteris erythrosora</i>	Yes	1 gal	15	
P-5	Berkeley Sedge	<i>Carex divulsa</i>	Yes	1 gal	197	6" min height at planting
P-6	Gayfeather	<i>Liatrix mucronata</i>		Seed	150 SF	
P-7	Meadow Sage 'Maynight'	<i>Salvia nemorosa</i>		Seed	176 SF	
P-8	Weeping Love Grass	<i>Eragrostis curvula (Schrad.) Nees</i>		Seed	185 SF	
P-9	Blanket Flower	<i>Gaillardia × grandiflora</i>		Seed	227 SF	
P-10	Gulf Muhly	<i>Muhlenbergia capillaris</i>	Yes	5 gal	27	
P-11	Green Mountain Boxwood	<i>Buxus x 'Green Mountain'</i>	Yes	5 gal	55	

PLANT LIST

- PART 3 - EXECUTION
A. PREPARATION FOR PLANT MATERIAL INSTALLATION
1. EXAMINE THE SUB-GRADE UPON WHICH THE WORK IS TO BE PERFORMED, VERIFY GRADE ELEVATIONS AND VERIFY THAT BEDS HAVE BEEN LEFT LOW BY OTHER TRADES. OBSERVE THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND CONFIRM THAT UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED PRIOR TO PROCEEDING.
B. TIME FOR PLANTING
1. CARE IS TO BE TAKEN SO THAT NO PLANTS SIT IN POTS IN THE SUMMER HEAT FOR MORE THAN 1 HOUR. IF PLANTING DURING HOT SEASONS (NOT PREFERRED) PLANTINGS TO BE DONE IN SMALL SECTIONS WITH STOCKPILED PLANTS TO BE PROTECTED FROM THE SUMMER HEAT (SHADE AREAS).
C. 1. STAKE LOCATIONS FOR TREES PRIOR TO DIGGING HOLES.
2. DIG PITS WITH ROUGH SIDES AND WHICH HAVE TAPERED WALLS, A MINIMUM OF TWICE THE WIDTH OF THE TREE BALL, A PEDESTAL SHOULD BE LEFT IN THE CENTER OF THE HOLE AND THE TREE BALL SET UPON THAT PEDESTAL.
3. SET PLANTS IN THE CENTER OF THE HOLE AND ON THE PEDESTAL PLUM AND VERTICAL, AND AT SUCH A DEPTH THAT THE CROWN OF THE TREE BALL WILL BE LEVEL WITH THE SURROUNDING GRADE.
4. ALL PLANTS SHALL BE SET TO MEET THE SAME RELATIONSHIP TO THE FINISHED GRADE OF THE SURROUNDING SOIL THAT THEY BORE TO PREVIOUS EXISTING GRADE OF SOIL.
5. BACKFILL WITH EXISTING TOPSOIL AND WATER IMMEDIATELY.
6. FORM AND SHALLOW BASIN SLIGHTLY LARGER THAN THE PIT TO FACILITATE REMOVE PRIOR TO MULCHING.
7. COVER ALL TREE BALLS WITH MINIMUM OF 3 OF SPECIFIED MULCH, EXTEND MULCH OUT TO THE EDGE OF THE TREE PIT, BUT KEEP AWAY FROM TRUNKS.
8. ALL EXCAVATED MATERIAL UNACCEPTABLE FOR REUSE SHALL BE DISPOSED OF OFF SITE, OR AS DIRECTED BY THE OWNER.
D. SHRUBS, TALL GRASSES AND PERENNIAL PLANTING:
1. REMOVE CONTAINER AND SET PLANT MATERIAL AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE GROWN OF THE BALL WILL BE AT FINISHED GRADE
2. GENTLY CUT OUTER ROOTS OF ANY ROOTBALLS THAT HAVE POT-BOUND PRIOR TO INSTALLATION.
3. COVER PLANTING BEDS WITH MINIMUM 3 LAYER OF SPECIFIED MULCH, SOD PLANTING.
E. SOD PLANTING:
1. LAY SOD IN AN ORDERLY MANNER TO COVER ALL BARE SOIL AREAS.
2. WATER ALL AREAS OF THE SOD UNTIL THOROUGHLY WET.
3. ROLL SOD WITH A SOD ROLLER AFTER 24 HOURS AFTER LAYING AND WATERING SOD TO OBTAIN A UNIFORM, SMOOTH FINISH.
4. FILL JOINTS WITH COMPOST IF NECESSARY TO FORM A UNIFORM GRASS LAYER.
5. KEEP SOD ADEQUATELY WATERED UNTIL SOD MAKES A FORM CONNECTION TO THE SOIL.
F. SEED PLANTING:
1. AREAS SHALL BE RAKED TO A DEPTH OF 1/2", SMOOTH AND FREE OF STONES AND DEBRIS.
2. APPLY SEED EVENLY AT THE RATE RECOMMENDED.
3. RAKE AND WATER TO ESTABLISH A FIRM CONNECTION OF THE SEED TO THE SOIL.
4. KEEP SEED AREA MOIST (NOT WET) UNTIL SEED GERMINATES AND GRASS IS APPROX. 1/2" IN HEIGHT.
5. KEEP AREA ADEQUATELY WATERED UNTIL A STAND OF THE GRASS IS ESTABLISHED.
6. RE-SEED TO ESTABLISH A THICK STAND OF GRASS IF NECESSARY

END OF SECTION 02915

Jurisdiction of Project

REGULATORY AUTHORITIES:

CITY OF GARLAND PLANNING
MAIN STREET MUNICIPAL BUILDING
800 MAIN STREET
GARLAND, TEXAS 75040
972-205-2445

TEXAS DEPARTMENT OF LICENSING AND REGULATION
ELIMINATION OF ARCHITECTURAL BARRIERS
E.O. THOMPSON STATE OFFICE BUILDING
920 COLORADO
AUSTIN, TEXAS 78701
(512) 463-3211
(512) 475-2886 (FAX)

Project Information:

CURRENT ZONING : AGRICULTURE + COMMUNITY RETAIL

PROPOSED ZONING : PD DISTRICT

PROPOSED USE : RV PARK

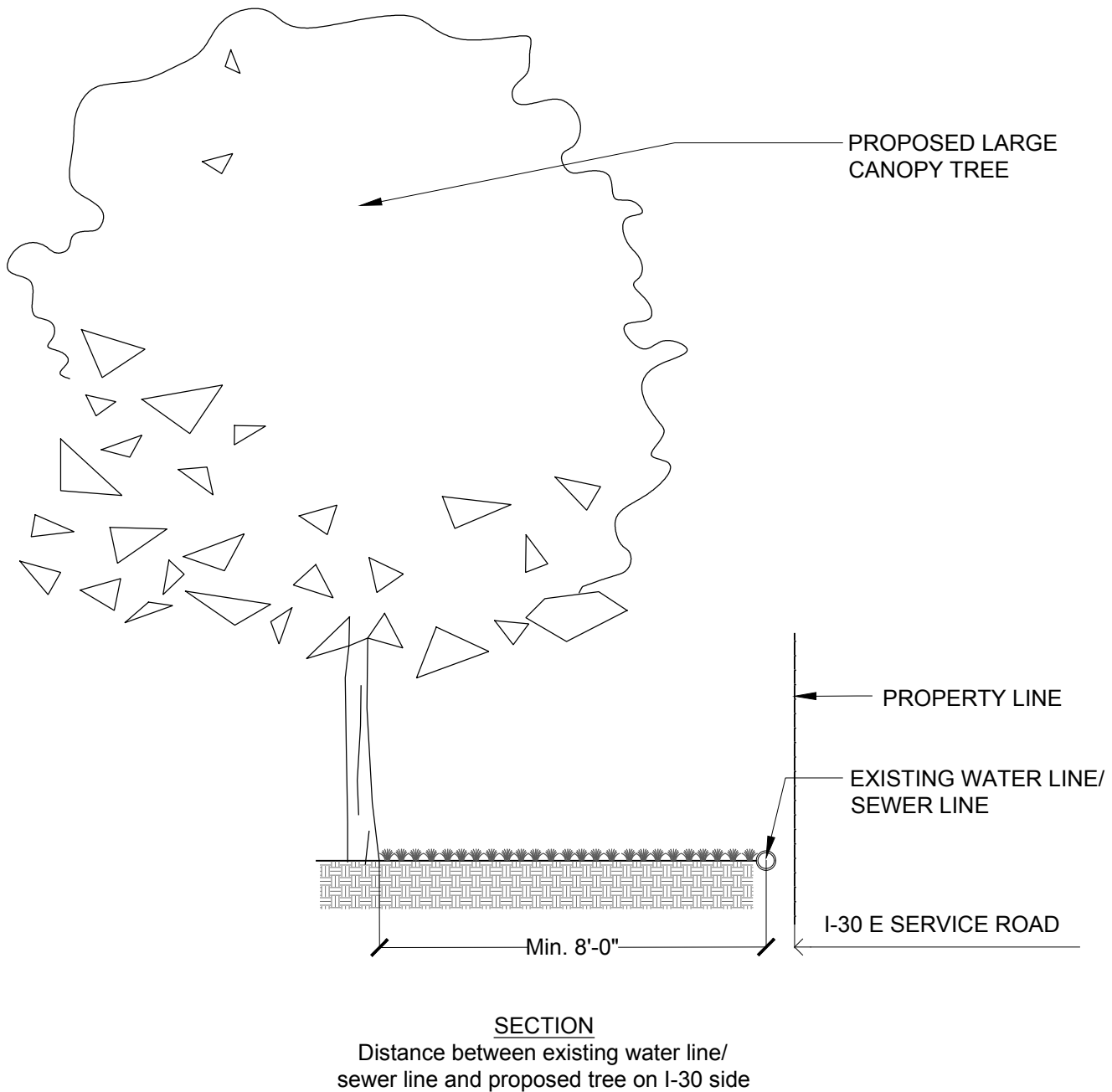
Landscaping Requirements

GARLAND DEVELOPMENT CODE
ARTICLE 3: SCREENING & LANDSCAPING
ARTICLE 4: TREE PRESERVATION & MITIGATION

- A. TOTAL AREA PROVIDED: 113,381 SF
B. LANDSCAPE BUFFERS
1) ON I-30 THOROUGHFARE - PROVIDED: 5' WIDTH
2) ON WEST SIDE OF THE PROPERTY - NO SETBACK PROVIDED
3) ON ZION ROAD - PROVIDED: 5' WIDTH WITH GRASS
4) ON EAST SIDE (ADJACENT TO RESIDENTIAL PROPERTY) PROVIDED: 5' WIDTH
C. LANDSCAPE BUFFER TREES & SHRUBS
1) ON I-30 - TREES PROVIDED: 5 Large Canopy Trees
SHRUBS PROVIDED: 45
2) ON ON EAST SIDE (ADJACENT TO RESIDENTIAL PROPERTY- TREES PROVIDED: 30 Large Canopy Trees
D. PARKING AREA LANDSCAPING
1) PROVIDED: 1 OR MORE TREES IN EACH PARKING LOT ISLAND
2) PROVIDED: 1 LARGE CANOPY TREE IN ALL THE PARKING SPACES
E. SCREENING PROVIDED
1) ADJACENT TO RESIDENTIAL DEVELOPMENT - PROVIDED: END OF PROP. 8'-9" HIGH BOARD ON BOARD SOLID WOOD FENCE. BEGINNING OF PROP. 4' IRON FENCE (W/ STONE COLUMNS @ 50' 0.C.)AND CATHEDRAL LIVE OAK TREES
2) I-30 - PROVIDED: 8'-9" HIGH BOARD ON BOARD SOLID CEDAR WOOD FENCE W/ STONE COLUMNS @ 50' 0.C. AND TREES
3) WEST PROPERTY LINE - PROVIDED: END OF PROP. 4' HIGH FENCE AND BEGINNING OF PROP. 8'-9" HIGH BOARD ON BOARD SOLID CEDAR WOOD FENCE W/ STONE COLUMNS @ 50' 0.C.
4) ZION ROAD - PROVIDED: 4' HIGH IRON FENCE W/ STONE COLUMNS EVERY 50'
E. LANDSCAPE DOES NOT OBSTRUCT TRAFFIC VISIBILITY
F. TREE PRESERVATION & MITIGATION
NO EXISTING TREES ARE ON SITE

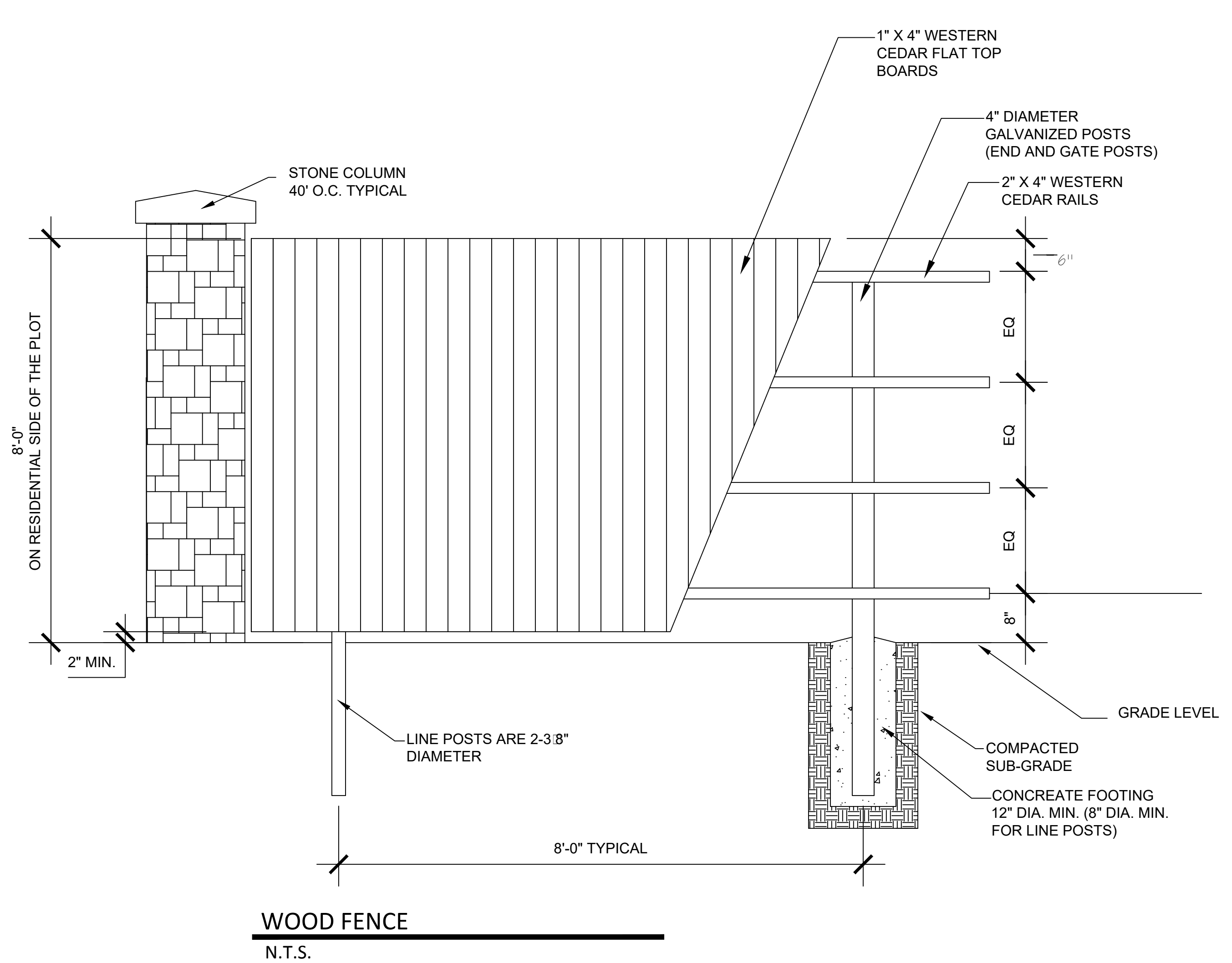
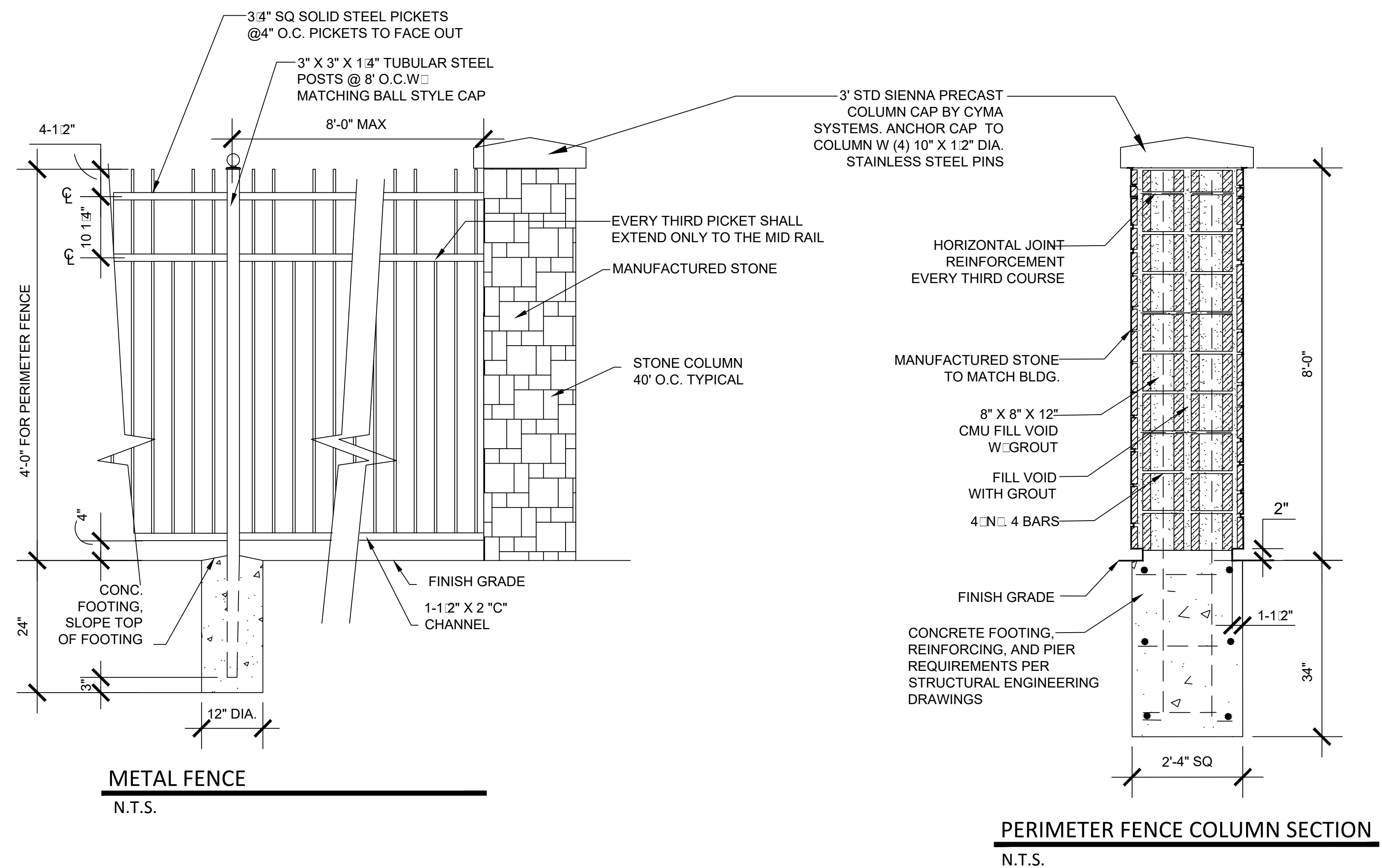
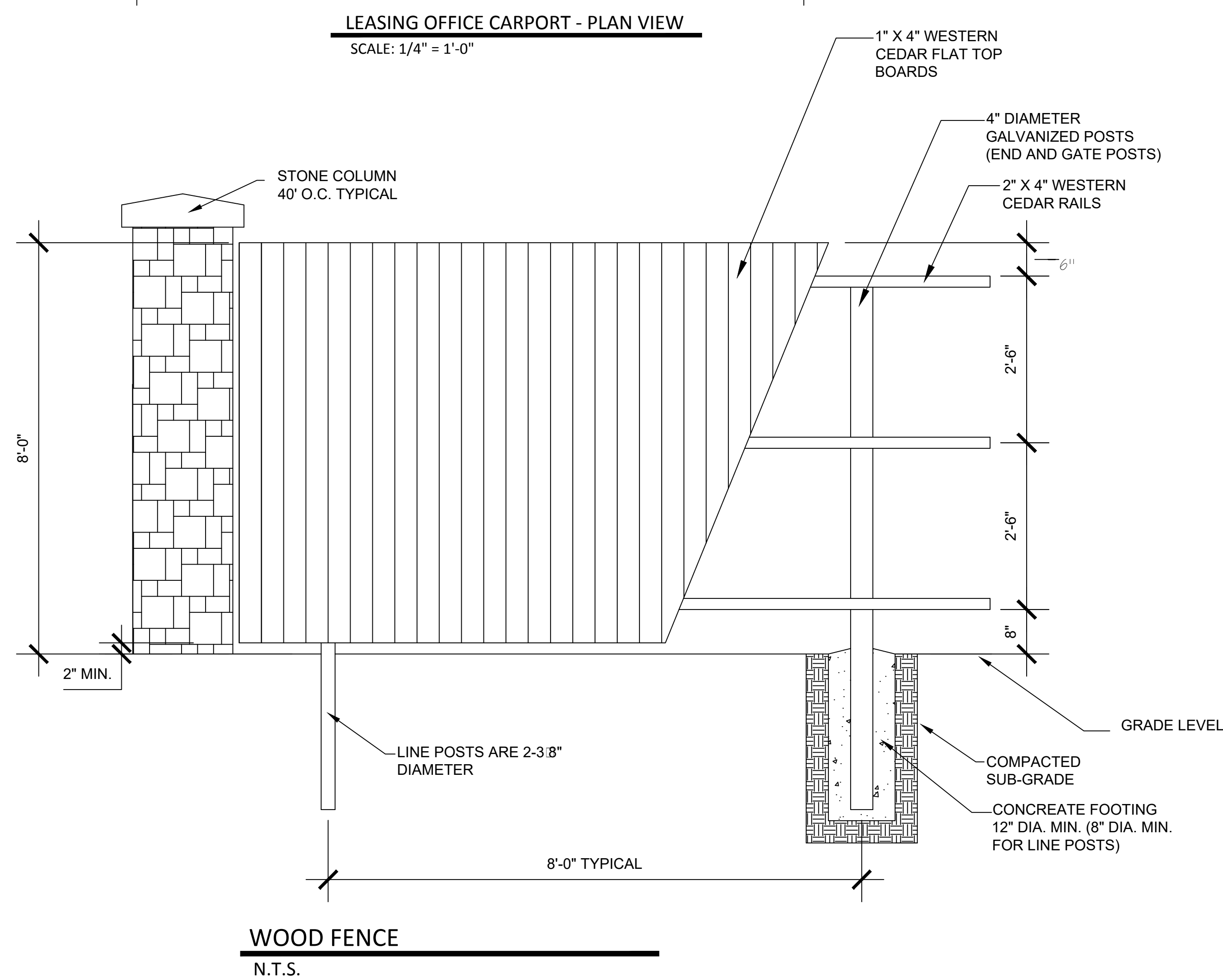
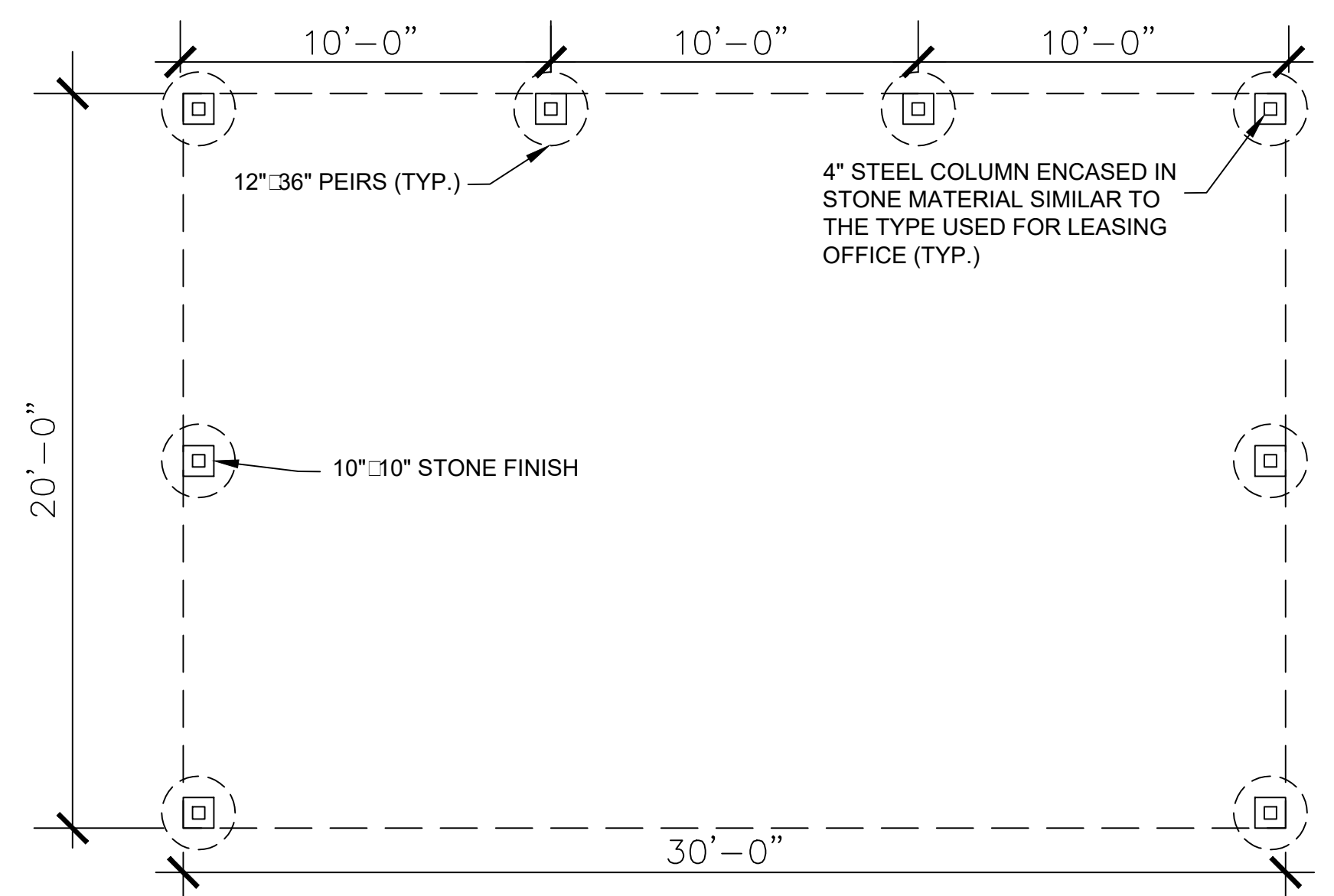
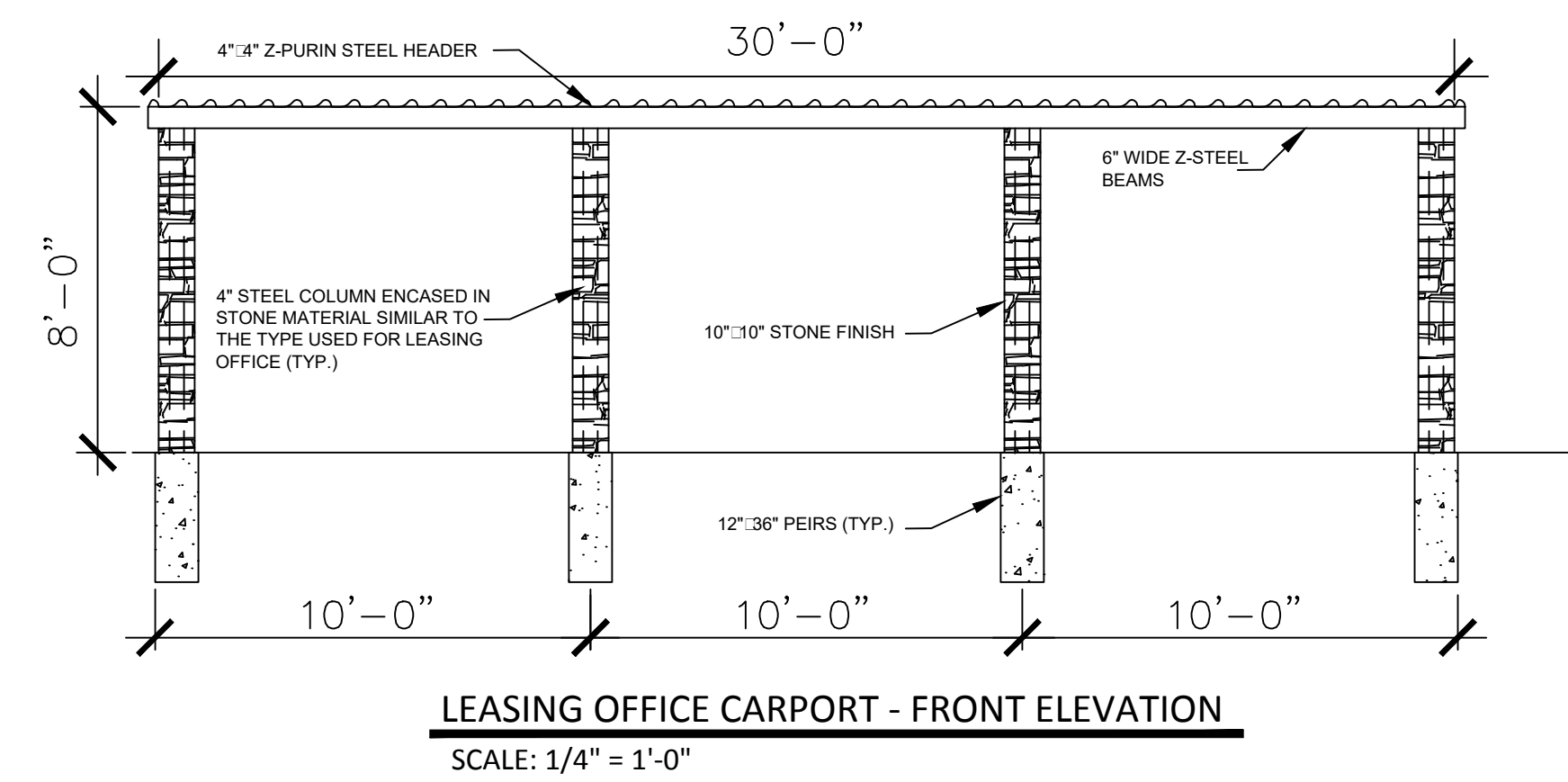
Irrigation Requirements

UNDERGROUND AUTOMATIC SPRINKLING SYSTEM PROVIDED. SYSTEM DESIGNED AND INSTALLED ACCORDING TO TCEQ LAWS AND REGULATIONS PROVIDING FOR 100% COVERAGE ON ALL LANDSCAPE AND TURF. THE SYSTEM SHALL INCLUDE FREEZE AND MOISTURE SENSORS.



OWNER: HOUSTON EAST RV RESORT 310 E. INTERSTATE 30, SUITE 320 GARLAND, TX 75043 OWNER'S CONTACT: CRAIG TURNER PHONE: (972) 979-4255 EMAIL: CRAIG@CTURNERUNS.COM		
LANDSCAPE CONSULTANT: DEEPA DESIGNSCAPE Landscape Design & Build Deepa Koshailey 972-639-6745 Frisco TX 75035  6/25/2016		
REVISIONS		
	Date	Description
Project Name & Address: NEW CABINS & RV RESORT 1233 & 1301 E INTERSTATE 30 GARLAND, TX 75043		
Sheet Title: NOTES, PLANT LIST, SECTION		
Date: AUGUST 22, 2018		
Scale: NTS	Sheet No.: L - 6	

EXHIBIT E



DEEPA DESIGNSCAPE
Deepa H Koshaley
Landscape Designer
Add 📍, TX 75244
C 📞 N: 214-241-9169
d 📧 d 📧 @ 📧 📧 📧 📧

DEVELOPMENT & CONSULTANT

SOLUTIONS

PLANS & PERMIT

SUBMITTAL AND REPRESENTATION

10840 SWITZER AVE. SUITE 102
DALLAS, TX 75238

O 214-241-9169 F 972-432-4391

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"T[REDACTED] dr[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] r[REDACTED] r[REDACTED] d [REDACTED] d[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] C[REDACTED] r[REDACTED] F[REDACTED] d [REDACTED] [REDACTED], R[REDACTED] [REDACTED] r[REDACTED] d
L[REDACTED] d [REDACTED] [REDACTED] Ar[REDACTED] [REDACTED]" #2080

LAKE SHORE RV RESORT

BUILDING LOT, ADDRESS:
1233 I-30 FRONTAGE RD
GARLAND, TEXAS 75043

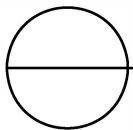
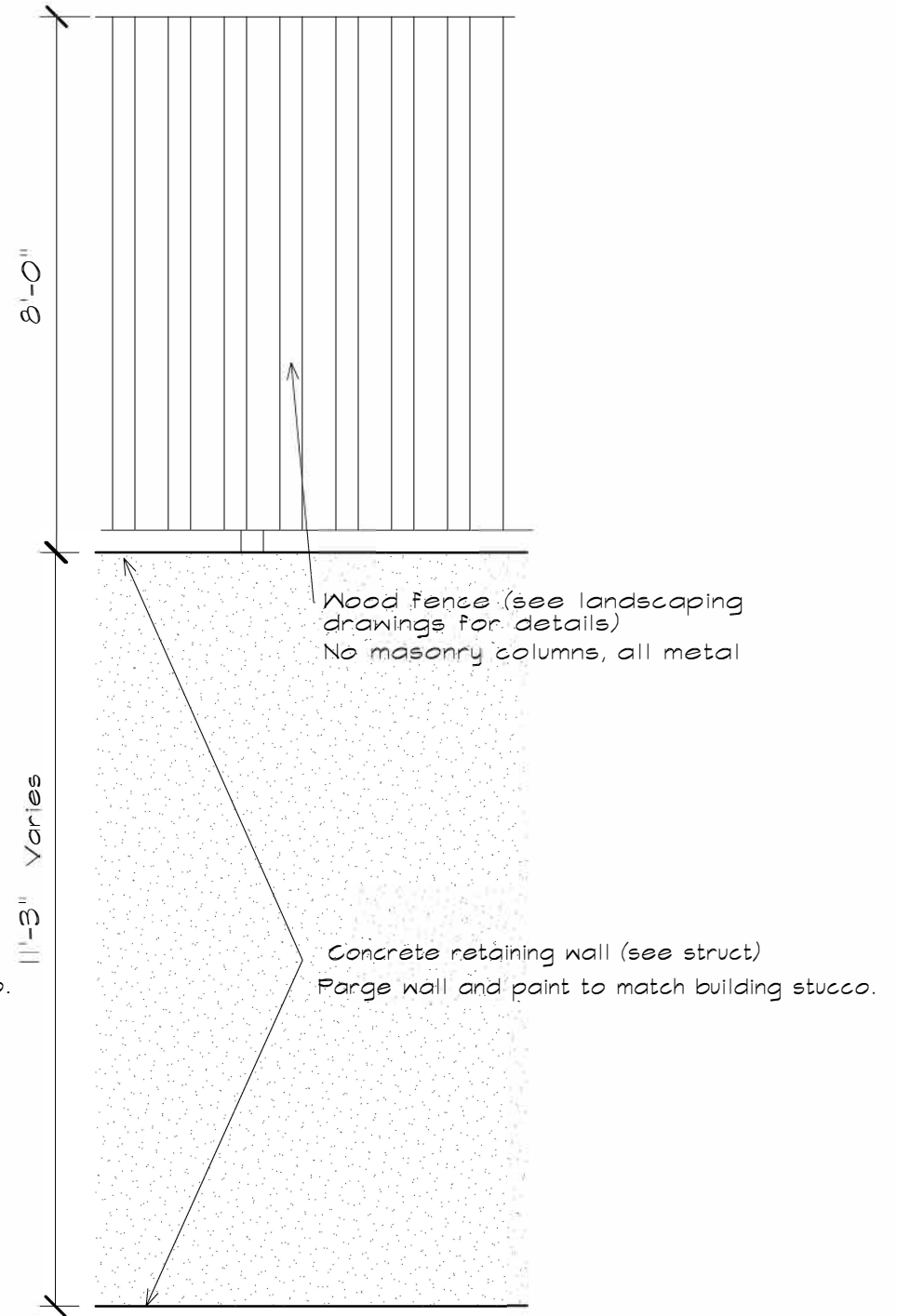
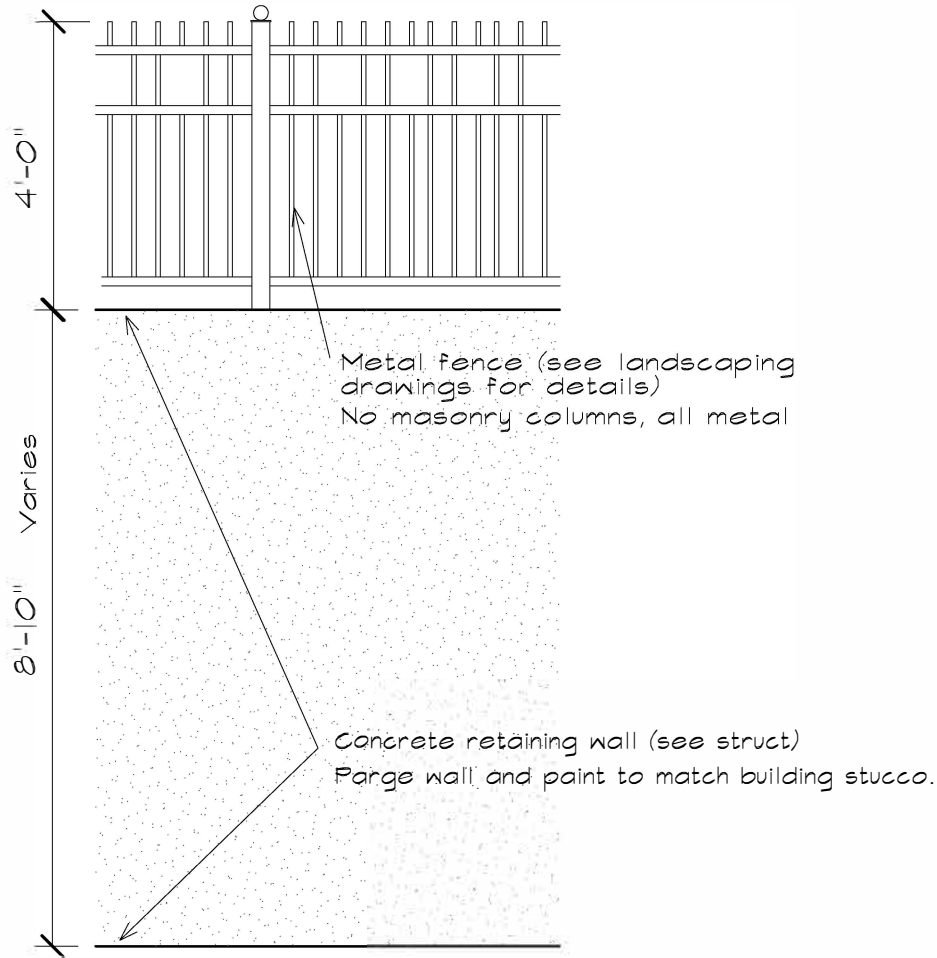
VIA BAYOU INC.

310 EAST INTERSTATE 30,
STE 320
GARLAND, TX 75043

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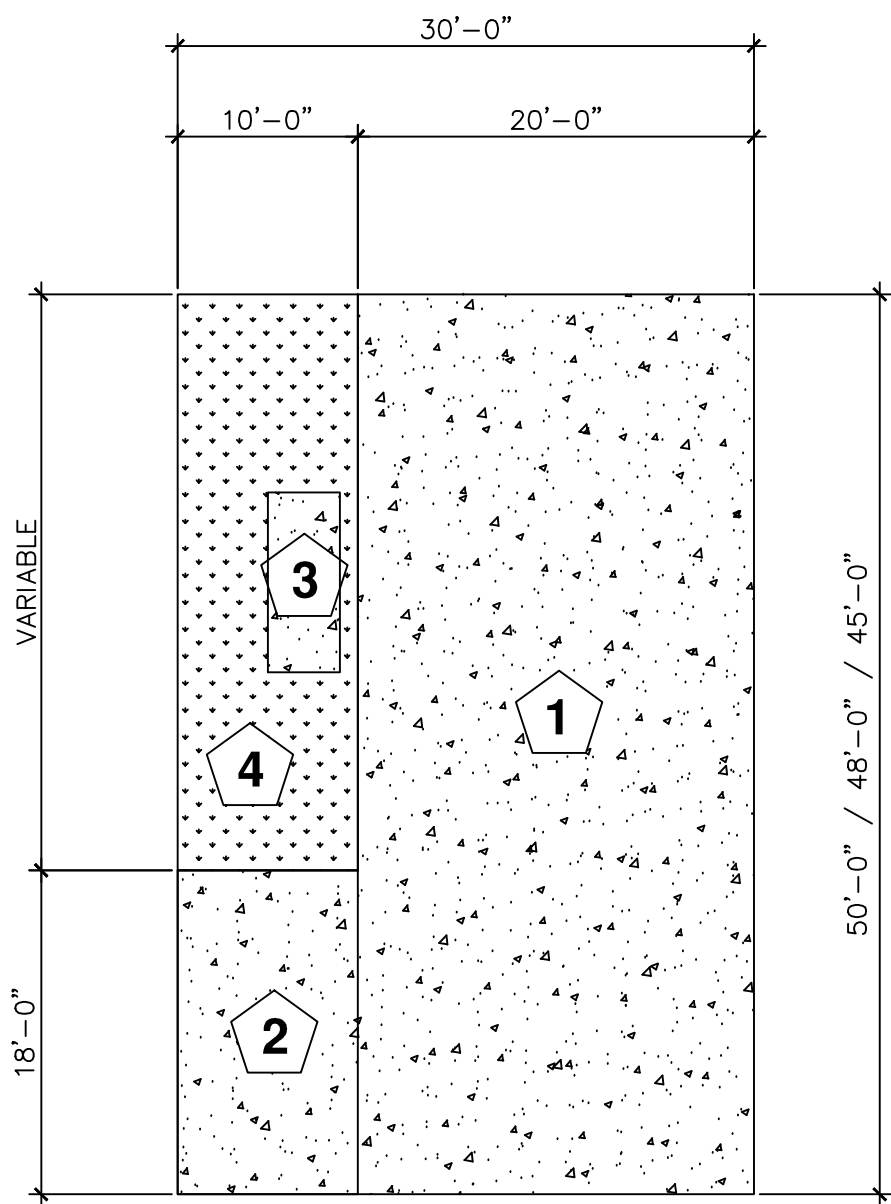
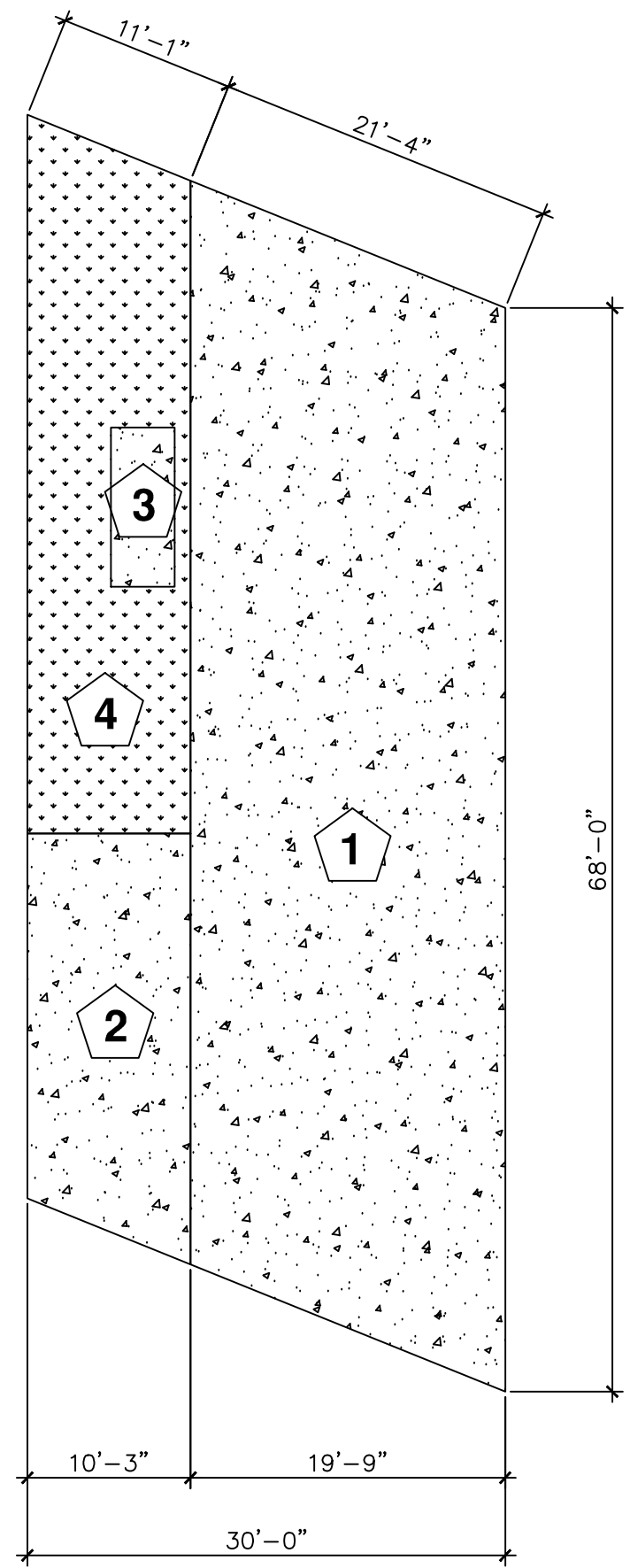
LANDSCAPE WALL DETAILS L-6 of 6

EXHIBIT E



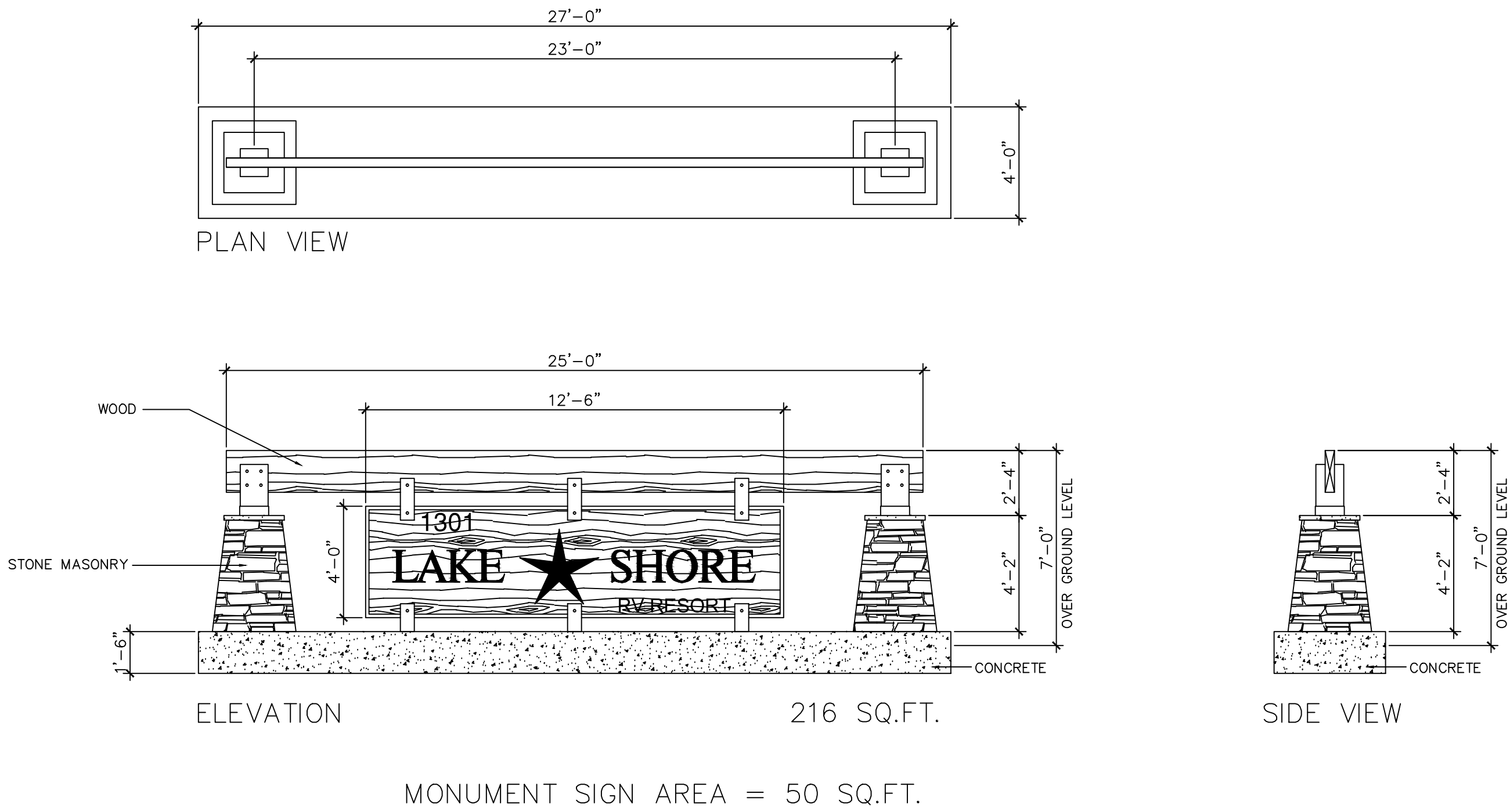
RETAINING WALLS ELEVATIONS

3/8" = 1'-0"

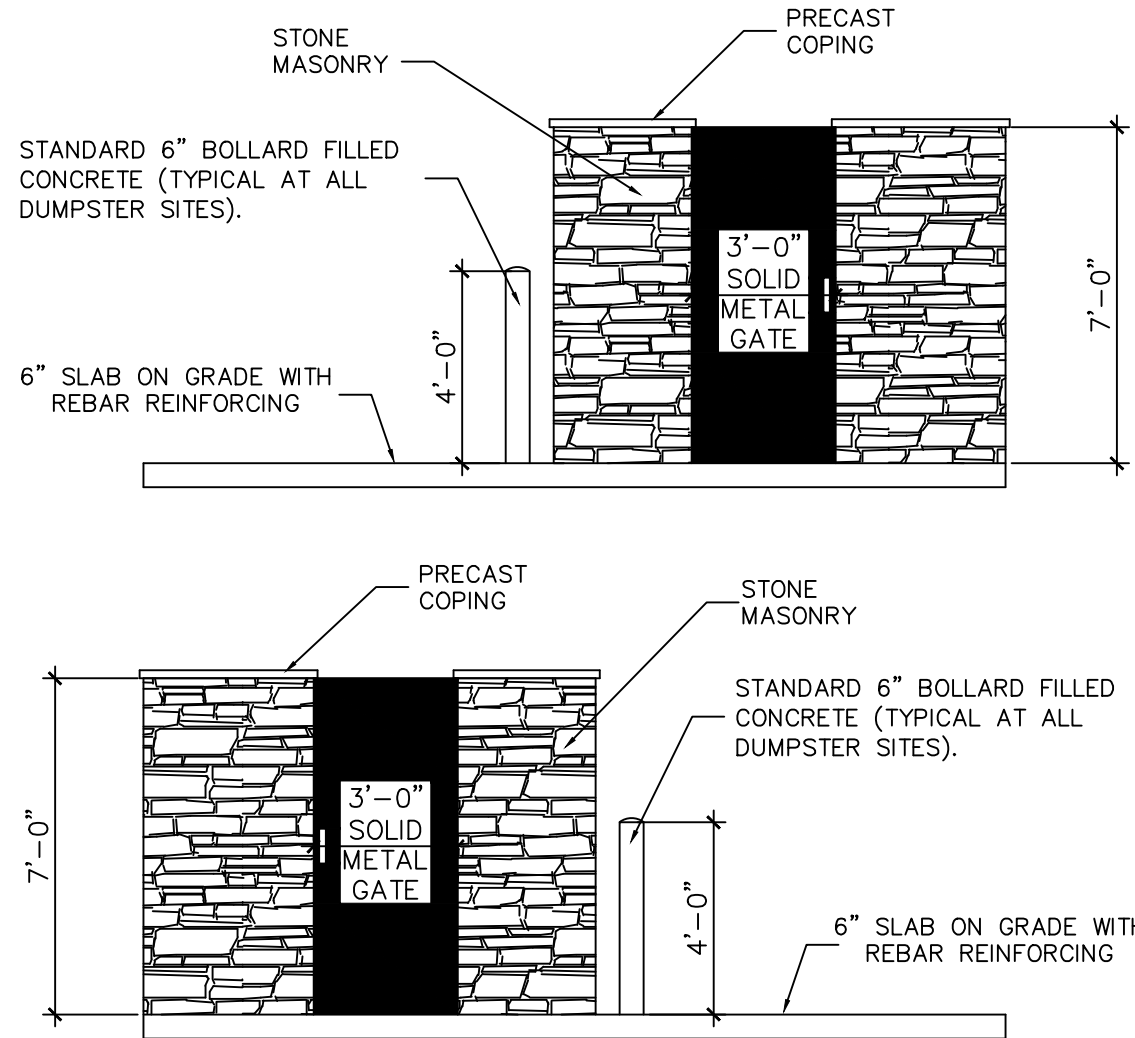
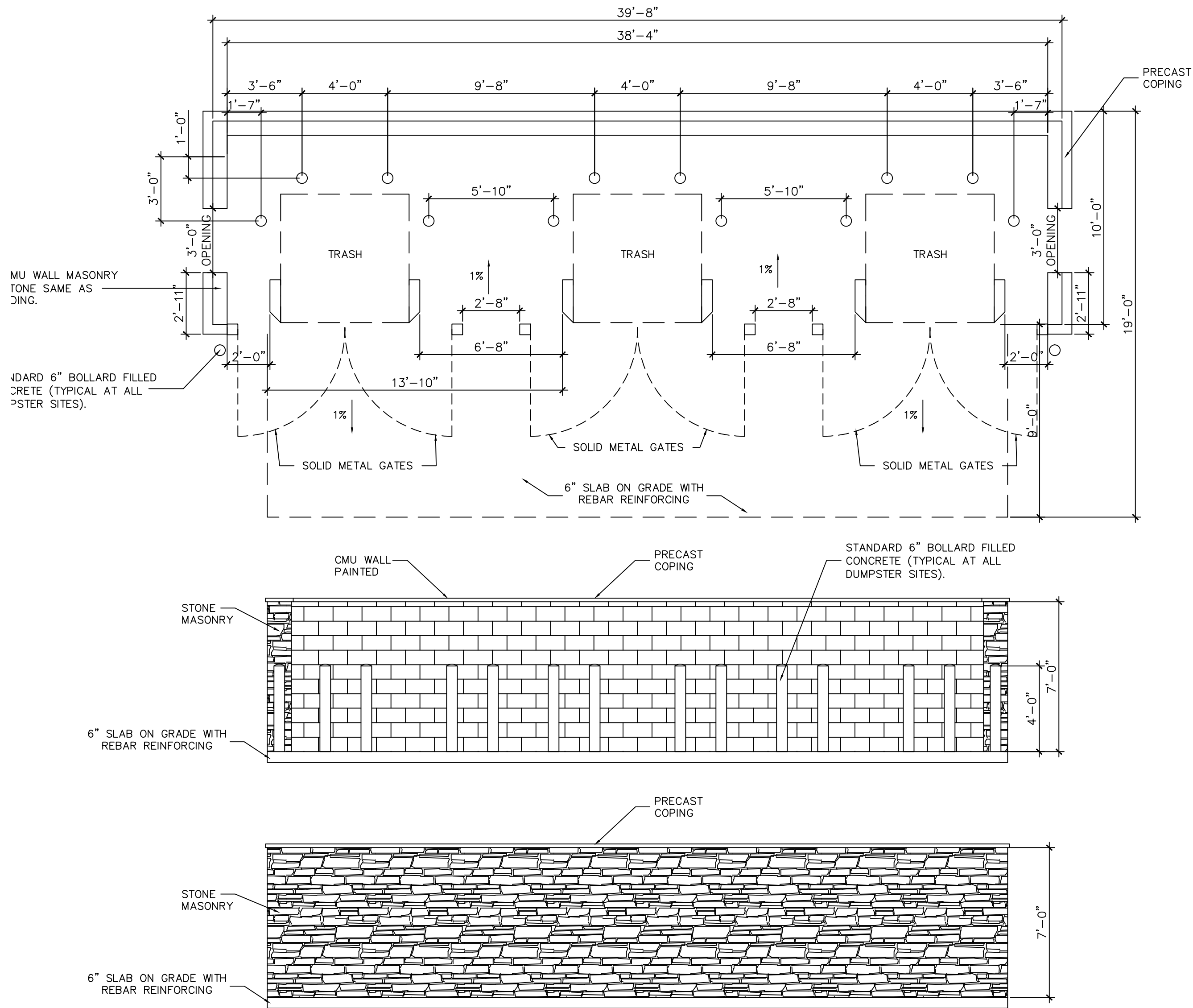


- 1 CONCRETE PAVEMENT RV PAD
- 2 CONCRETE PAVEMENT PARKING SPACE
- 3 UTILITIES CONCRETE PAD
- 4 LANDSCAPE AREA

TYPICAL RV PAD SCALE 3/32" = 1'-0" 3



MONUMENT SIGN SCALE 1/4" = 1'-0" 2



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

OWNER

VIA BAYOU INC.
310 EAST INTERSTATE 30, STE320
GARLAND, TX 75043

No.	REVISION/ISSUE	DATE

PROJECT NAME

**LAKE SHORE
RV RESORT**

ADDRESS
1233 I-30 FRONTAGE RD
GARLAND, TEXAS 75043

SHEET TITLE:

SITE DETAILS

DRAWN BY: REVISED BY:

ISSUED FOR: SHEET No.

DATE
12/05/2016

3.0

1 st Floor	1,569
2 nd Floor	2,049
Total A/C	2,646
Garages	806
Total Sq. Ft	4,424

[illegible]

LAKE SHORE RV RESORT

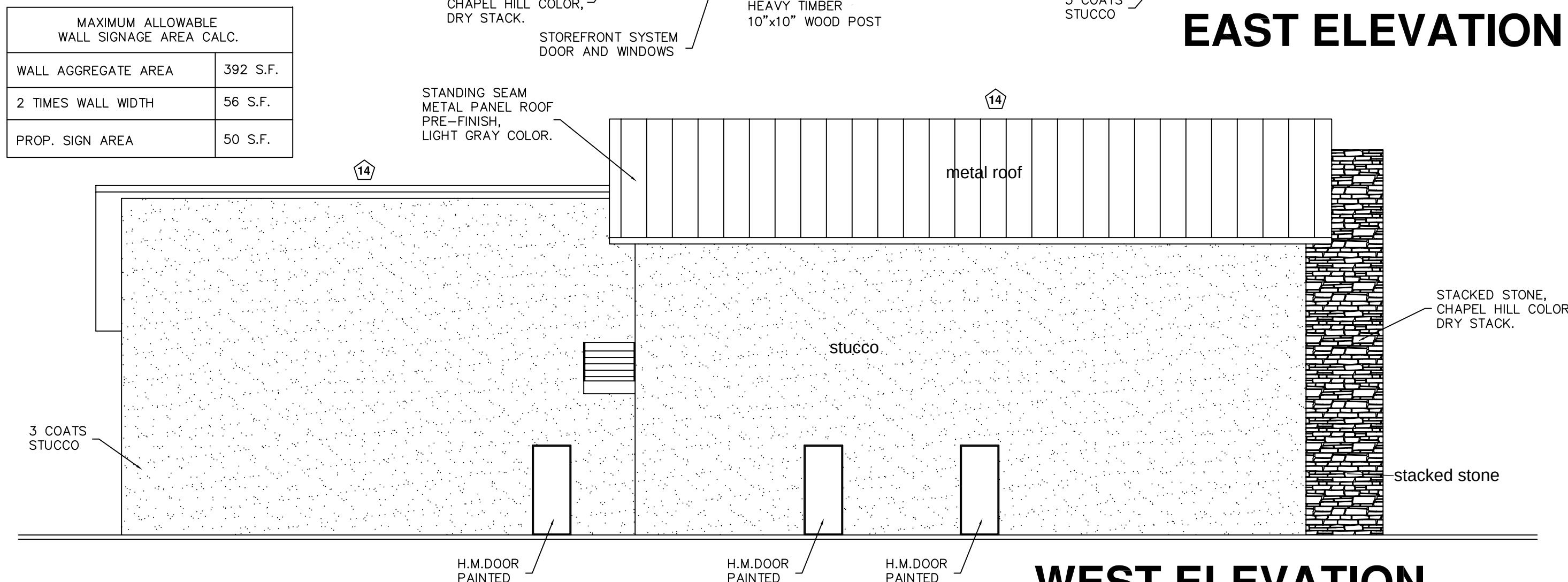
PROPOSED LEASING OFFICE FLOOR PLAN + ELEVATIONS

DATE
12.03.2016

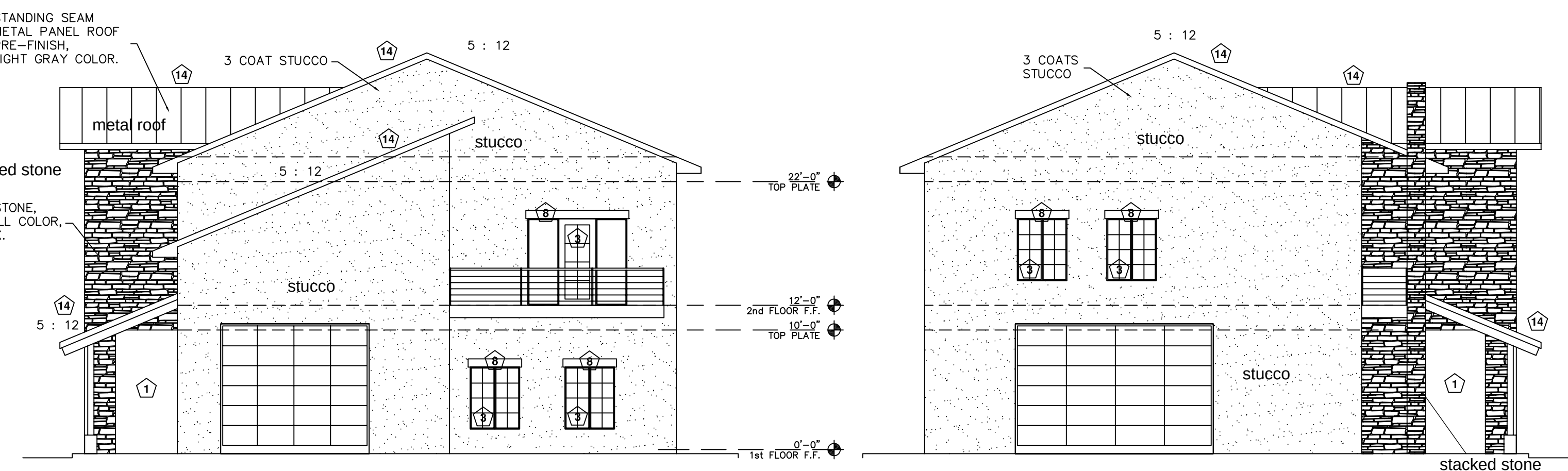
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EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION

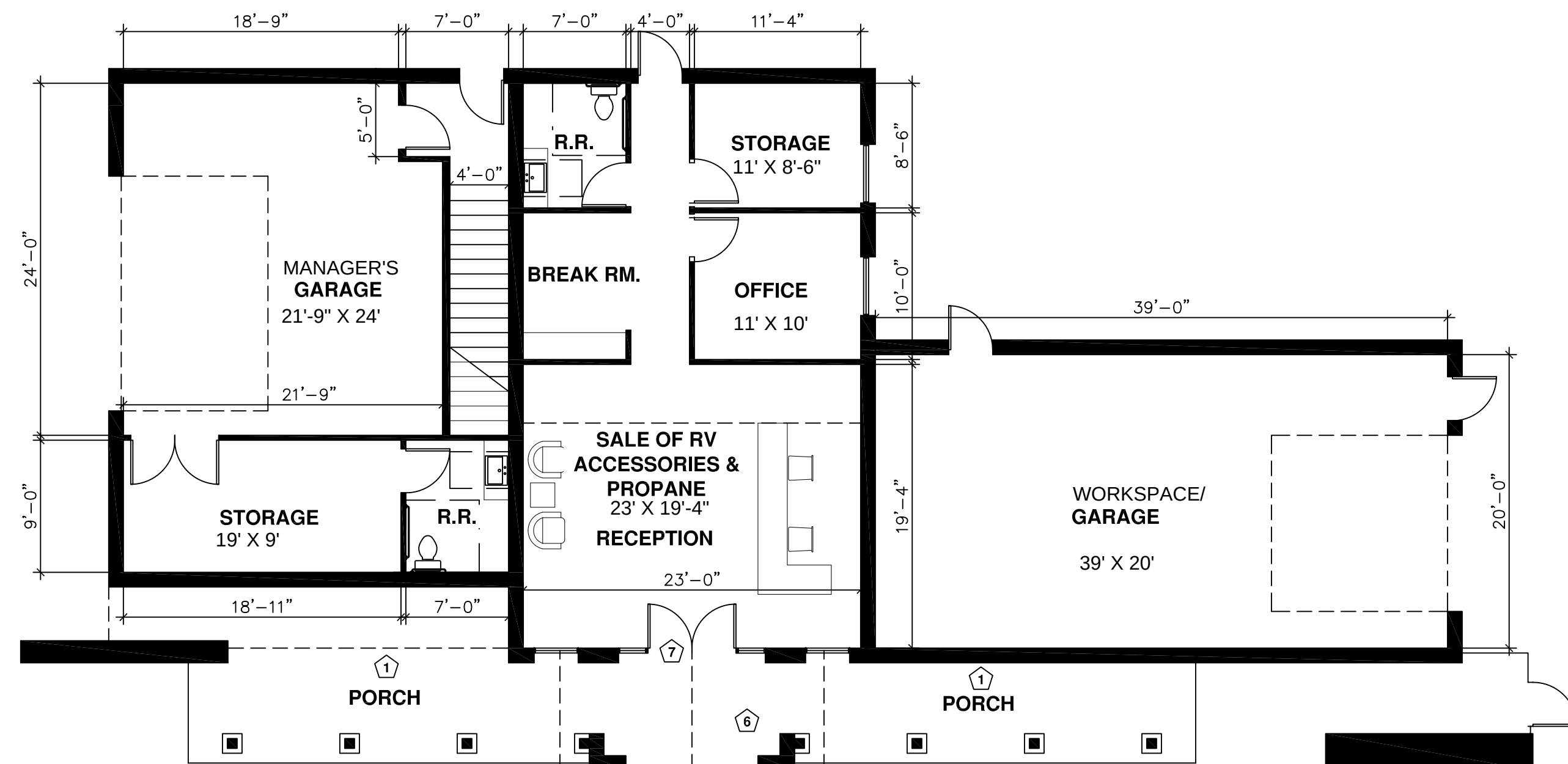
SOUTH ELEVATION

1. AWNING OR CANOPIES
2. DISPLAY WINDOWS
3. DIVIDED LIGHT WINDOWS
4. TRANSOMS
5. SHUTTERS
6. ALCOVES / PORTICOS
7. RECESSED ENTRIES
8. ORNAMENTAL WINDOW HEADERS / LINTELS
9. QUOINS
10. DISTINCTIVE LIGHTING FEATURES
11. PLANTERS OR FOUNTAINS
12. BENCHES FOR OUTDOOR SEATING
13. DORMERS
14. VARIED ROOF HEIGHTS

MATERIAL	WEST	EAST	NORTH	SOUTH
TOTAL FACADE AREA	2,233 SQ.FT.	2,121 SQ.FT.	1,105 SQ.FT.	994 SQ.FT.
DOOR AND WINDOWS	63 SQ.FT.	271 SQ.FT.	222 SQ.FT.	208 SQ.FT.
TOTAL FACADE AREA – DOOR AND WINDOWS	2,170 SQ.FT.	1,850 SQ.FT.	883 SQ.FT.	786 SQ.FT.
STACKED STONE, CHAPEL HILL COLOR, DRY STACK.	0 SQ.FT.	847 SQ.FT. 46%	0 SQ.FT.	0 SQ.FT.
3 COATS STUCCO	2,170 SQ.FT. 100%	1,003 SQ.FT. 54%	883 SQ.FT. 100%	786 SQ.FT. 100%

2nd STORY FLOOR PLAN

1,569 S.Q.FT.



1st STORY FLOOR PLAN

2,855 SQ.FT.



FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION

DEVELOPMENT &
CONSULTANT

SOLUTIONS

PLANS & PERMIT
SUBMITTAL AND REPRESENTATION

10840 SWITZER AVE, SUITE 102
DALLAS, TX 75238
office: 214.241.9169 fax: 972.432.4391
www.plansandpermitsolutions.com

OWNER

VIA BAYOU INC.

310 EAST INTERSTATE 30, STE320
GARLAND, TX 75043

No.	REVISION/ISSUE	DATE

PROJECT NAME

**LAKE SHORE
RV RESORT**

ADDRESS

1233 I-30 FRONTAGE RD
GARLAND, TEXAS 75043

SHEET TITLE:

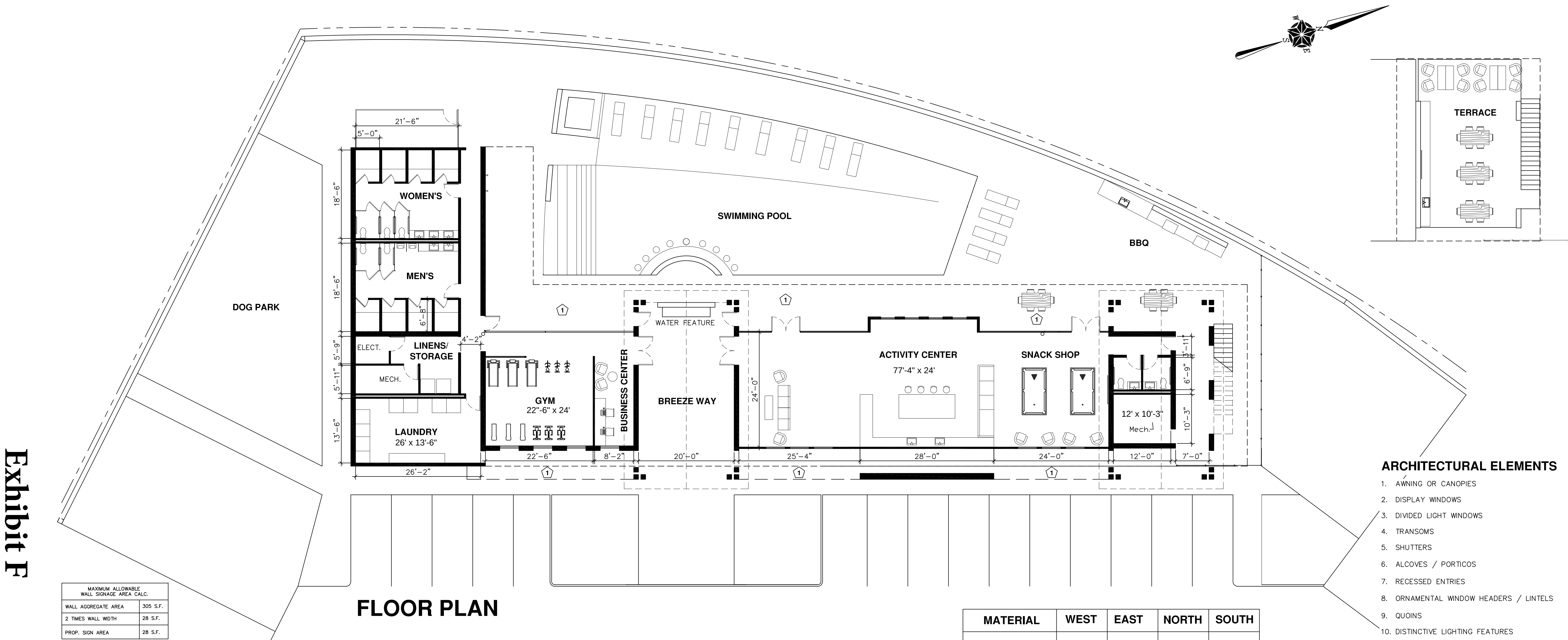
**PROPOSED
LEASING OFFICE
COLOR
ELEVATIONS**

DRAWN BY: REVISED BY:

ISSUED FOR SHEET No.

DATE **4.1**

4.06.2016



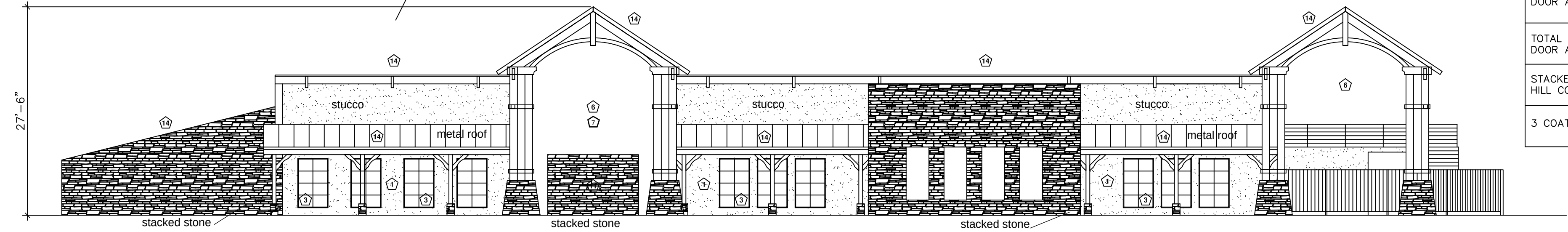
FLOOR PLAN

MAXIMUM ALLOWABLE WALL SIGNAGE AREA CALC.	
WALL AGGREGATE AREA	305 S.F.
2 TIMES WALL WIDTH	28 S.F.
PROP. SIGN AREA	28 S.F.

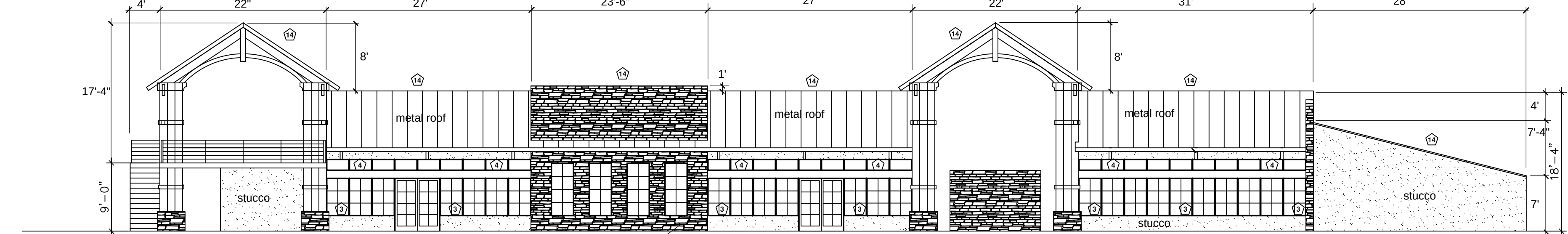
ARCHITECTURAL ELEMENTS

1. AWNING OR CANOPIES
2. DISPLAY WINDOWS
3. DIVIDED LIGHT WINDOWS
4. TRANSOMS
5. SHUTTERS
6. ALCOVES / PORTICOS
7. RECESSED ENTRIES
8. ORNAMENTAL WINDOW HEADERS / LINTELS
9. QUOINS
10. DISTINCTIVE LIGHTING FEATURES
11. PLANTERS OR FOUNTAINS
12. BENCHES FOR OUTDOOR SEATING
13. DORMERS
14. VARIED ROOF HEIGHTS

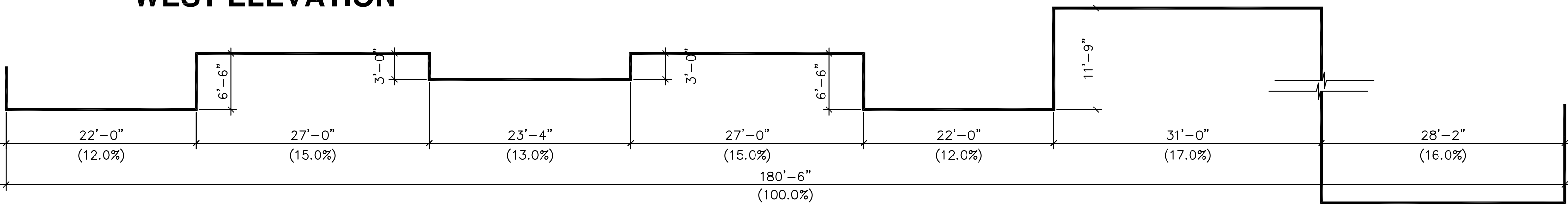
MATERIAL	WEST	EAST	NORTH	SOUTH
TOTAL FACADE AREA	1,569 SQ.FT.	2,265 SQ.FT.	670 SQ.FT.	563 SQ.FT.
DOOR AND WINDOWS	654 SQ.FT.	260 SQ.FT.	0 SQ.FT.	0 SQ.FT.
TOTAL FACADE AREA - DOOR AND WINDOWS	915 SQ.FT.	2,005 SQ.FT.	670 SQ.FT.	563 SQ.FT.
STACKED STONE, CHAPEL HILL COLOR, DRY STACK.	502 SQ.FT. 55%	790 SQ.FT. 39%	217 SQ.FT. 33%	280 SQ.FT. 49%
3 COATS STUCCO	413 SQ.FT. 45%	1,216 SQ.FT. 61%	453 SQ.FT. 67%	283 SQ.FT. 51%



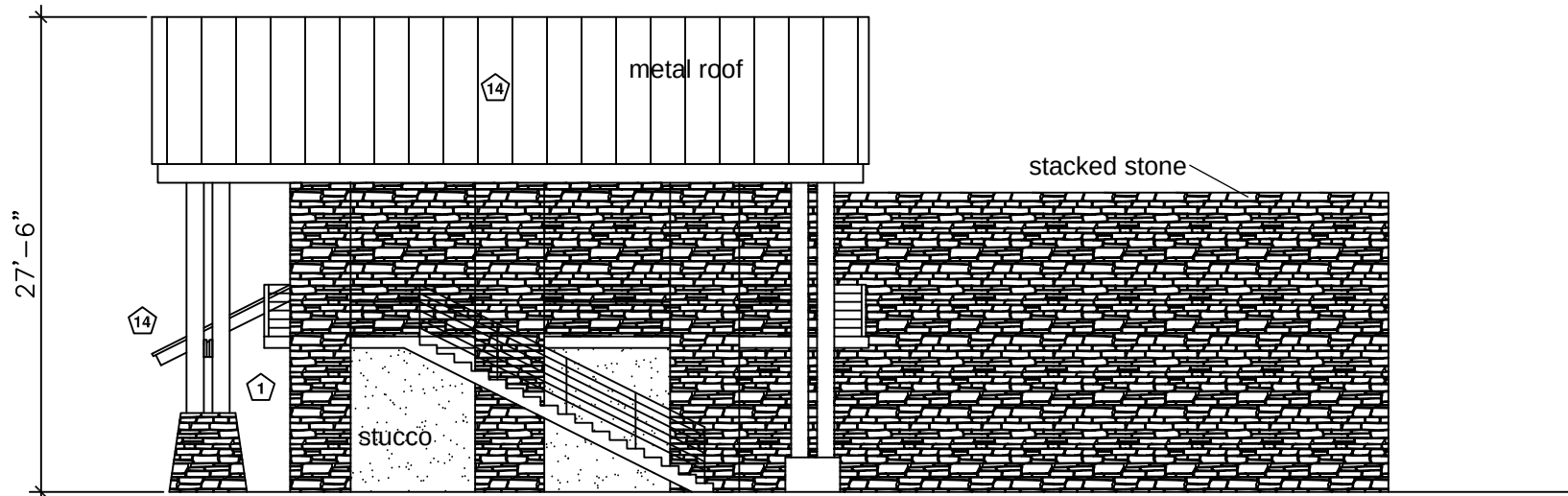
EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

Activity Building	
Activity	2,037
Mech/Restrooms (activity)	308
Gym	767
Laundry/Mechanical	684
Restrooms/Showers	1,046
Total	4,842

Future Second Floor Storage	3,484 Sq. Ft.
Total	8,326 Sq. Ft.

Exhibit E



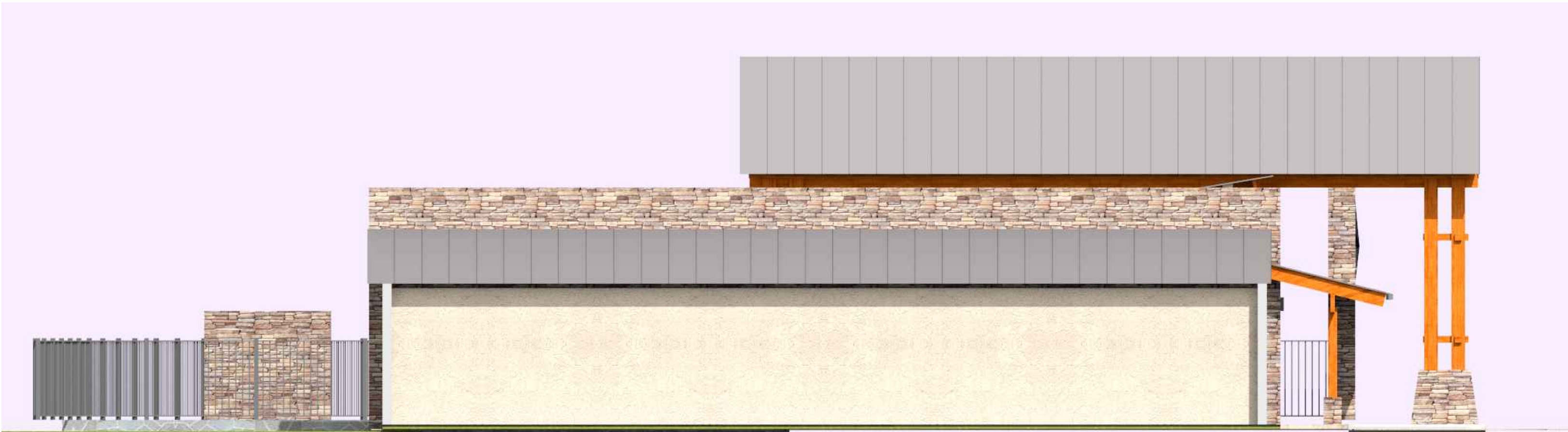
FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

OWNER

VIA BAYOU INC.
310 EAST INTERSTATE 30, STE320
GARLAND, TX 75043

No.	REVISION/ISSUE	DATE

PROJECT NAME

**LAKE SHORE
RV RESORT**

ADDRESS

1233 I-30 FRONTAGE RD
GARLAND, TEXAS 75043

SHEET TITLE:

**PROPOSED
CLUB HOUSE
COLOR
ELEVATIONS**

DRAWN BY:

REVISED BY:

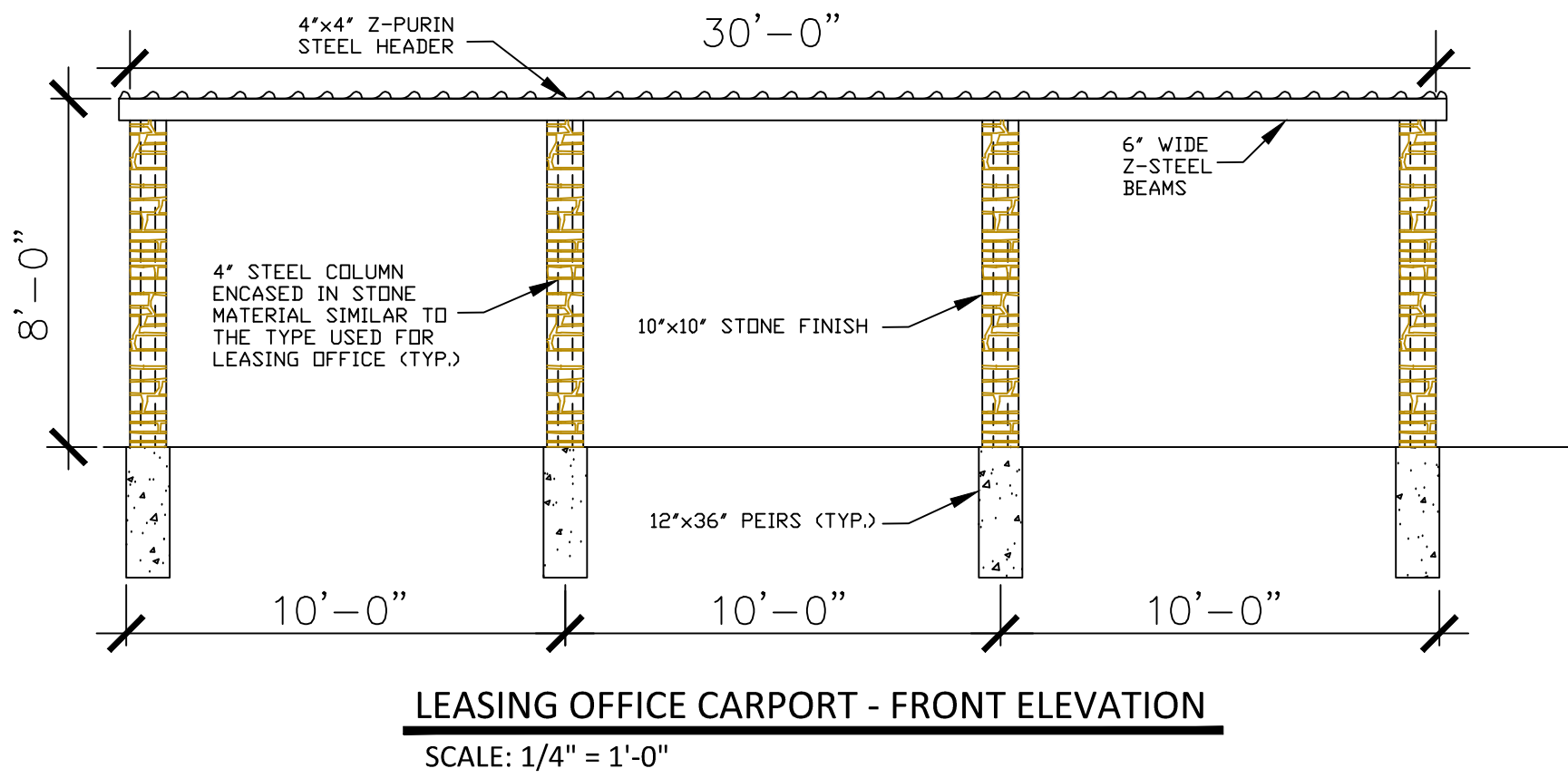
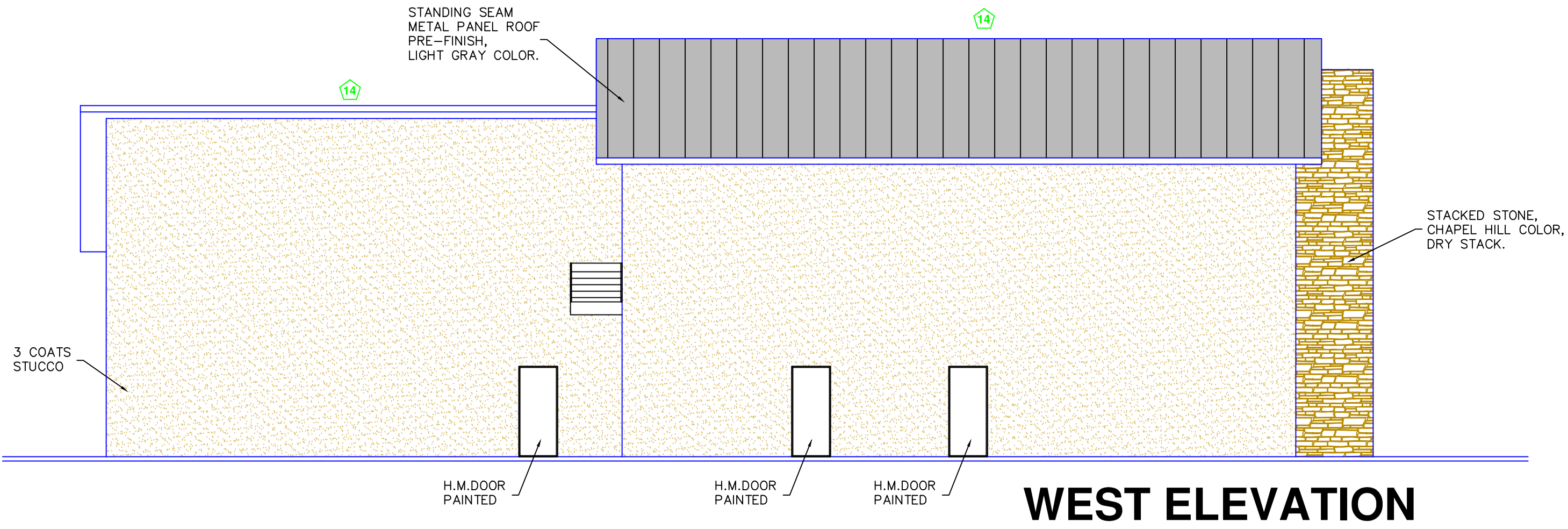
ISSUED FOR

SHEET No.

DATE

4.06.2016

5.1



No.	REVISION/ISSUE	DATE

PROJECT NAME

**LAKE SHORE
RV RESORT**

ADDRESS

1233 I-30 Frontage Rd,
Garland TX75043

SHEET TITLE:

**PROPOSED
LEASING OFFICE
COLORED
ELEVATIONS**

DRAWN BY: REVISED BY:

ISSUED FOR SHEET No.

DATE **4.2**

12.03.2016

REPORT & MINUTES

P.C. Meeting, September 24, 2018

Consider the application of **Via Bayou Inc.**, requesting approval of 1) a Change in Zoning from Agricultural (AG) District, Single-Family-10 (SF-10) District, and Community Retail (CR) District to Planned Development (PD) District for Limited Light Commercial Uses (Recreational Vehicle Park only); 2) a Concept Plan for Recreational Vehicle Park with Recreational Vehicles and Cabins; 3) a Detail Plan for Recreational Vehicle Park and 4) a Variance of the Garland Development Code to Section 4.34 regarding perimeter landscaping buffer, Section 4.35 regarding parking area landscaping, and Section 4.39 regarding perimeter screening. This property is located at 1233 I-30 Freeway; and 3926, 4004, and 4213 Zion Road. (District 3) (File Z 18-36)

The applicant Craig Turner, 310 East I-30, Suite 320, Garland, Texas 75043, provided a brief overview of the request. Mr. Turner explained in further detail the Resort Activity Building, amenities, the density and size of each of the RV spaces, propane filling station, fencing choice, street widths, and guidelines for use of the RV Park and hours of operation.

Commissioner Ott inquired about the propane station on site and the proximity to the adjacent apartment complex, density, and fencing choice. Commissioner Ott also inquired about the internal pedestrian corridor and storm shelter size.

Commissioner Dalton inquired as to the size of the propane tank to be utilized, certifications and regulations required to utilize the propane tanks. Commissioner Dalton also raised concern regarding the access ramps to the subject site, and asked if the applicant would consider installing bollards between the vehicles and fence.

Commissioner Edwards inquired as to the proposed width of the streets, width between spaces, and fencing height located around the pool area.

Commissioner Williams asked if the center spaces are pull through spaces and the outer spaces are back-ins, and spoke in support of the request and RV Park guidelines.

Commissioner Hedrick questioned the need for the Landscape Variance, inquired as to the typical

greenspace of his other RV Parks, length of stay, and if there are any proposed improvements to Zion Road.

Paul Mayer, 524 North Glenbrook, Garland, Texas 75040 spoke in support.

Citizens speaking in opposition of the request:

Edward Polkinhorn, 3780 Zion Road, Garland, Texas 75043

Kevin Brooks, 3802 Zion Road, Garland, Texas 75043

Sean Davis, 3910 Zion Road, Garland, Texas 75043

Jason Rodriguez, 4110 Stone Haven Drive, Garland, Texas 75043

Residents expressed concern regarding devaluation of property, the condition of Zion Road, increased traffic, increased load on the water and sewer system, potential increase in crime, issues with the increase of traffic to the area park and the length of stay being allowed.

Residents registering the position as opposed, but not speaking:

Orlando and Donna Cordova, 3810 Zion Road, Garland, Texas 75043

Motion was made by Commissioner Edwards, seconded by Commissioner Williams to close the public and open the case for discussion. **Motion carried: 8 Ayes, 0 Nays.**

Commissioner Ott raised concern regarding the reduction in setback with no buffer and the lack of a pedestrian corridor.

Motion was made by Commissioner Edwards, seconded by Commissioner O'Hara to approve the request per staff recommendation. **Motion carried: 7 Ayes, 1 Nay** from Commissioner Ott.

N GEORGE BUSH HWY

CITY OF DALLAS

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SF10

PD 82-33

MF

MF

AG

SF-10

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PD 05-27

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Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002; fax to 972-205-2474; deliver to the Planning Department at 800 Main Street, Garland TX; or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kira Wauwie at 972-205-2456.

(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.

Concerned about our property devaluation, increase in traffic on our street, increased visitors to sometimes overcrowded park, increased load on deteriorated street and water/sewer systems (old). Increase in neighborhood crime. City's inability to control maint. of an RV Park if approved. Mixing SF zoning with commercial & allowing variances to referenced Development Codes.

Your Property Address

3780 Zion Road

Printed Name

Edward M. Polkinhorn

Address

3780 Zion Road

City, State

Garland, Texas

Zip

75043

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

Edward M. Polkinhorn

Signature

Crista Polkinhorn

Property Owners

Title

Date:

9/24/2018

Outside notification area

Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002; fax to 972-205-2474; deliver to the Planning Department at 800 Main Street, Garland TX; or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kira Wauwie at 972-205-2456.

(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Lakeview Centennial HS 3505 Hayman Dr, Garland 75043
Couch ES 4349 Waterhouse Blvd, Garland 75043
Printed Name
Joel Falcon

Address

701 N. 1st St

City, State

Garland, TX

Zip

75040

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

Joel Falcon
Signature

Exec Dir of Facilities
Title & Maintenance

Date: 9/21/18

Outside notification area

Z 18-36

Approval of 1) a Change in Zoning from Agricultural (AG) District, Single-Family-10 (SF-10) District, and Community Retail (CR) District to Planned Development (PD) District for Limited Light Commercial Uses (Recreational Vehicle Park only); 2) a Concept Plan for Recreational Vehicle Park with Recreational Vehicles and Cabins; and 3) a Detail Plan for Recreational Vehicle Park.



GARLAND

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**City Council Meeting
October 16, 2018**



Case Information

Location: 1233 I-30 Freeway; and 3926, 4004, and 4213 Zion Road

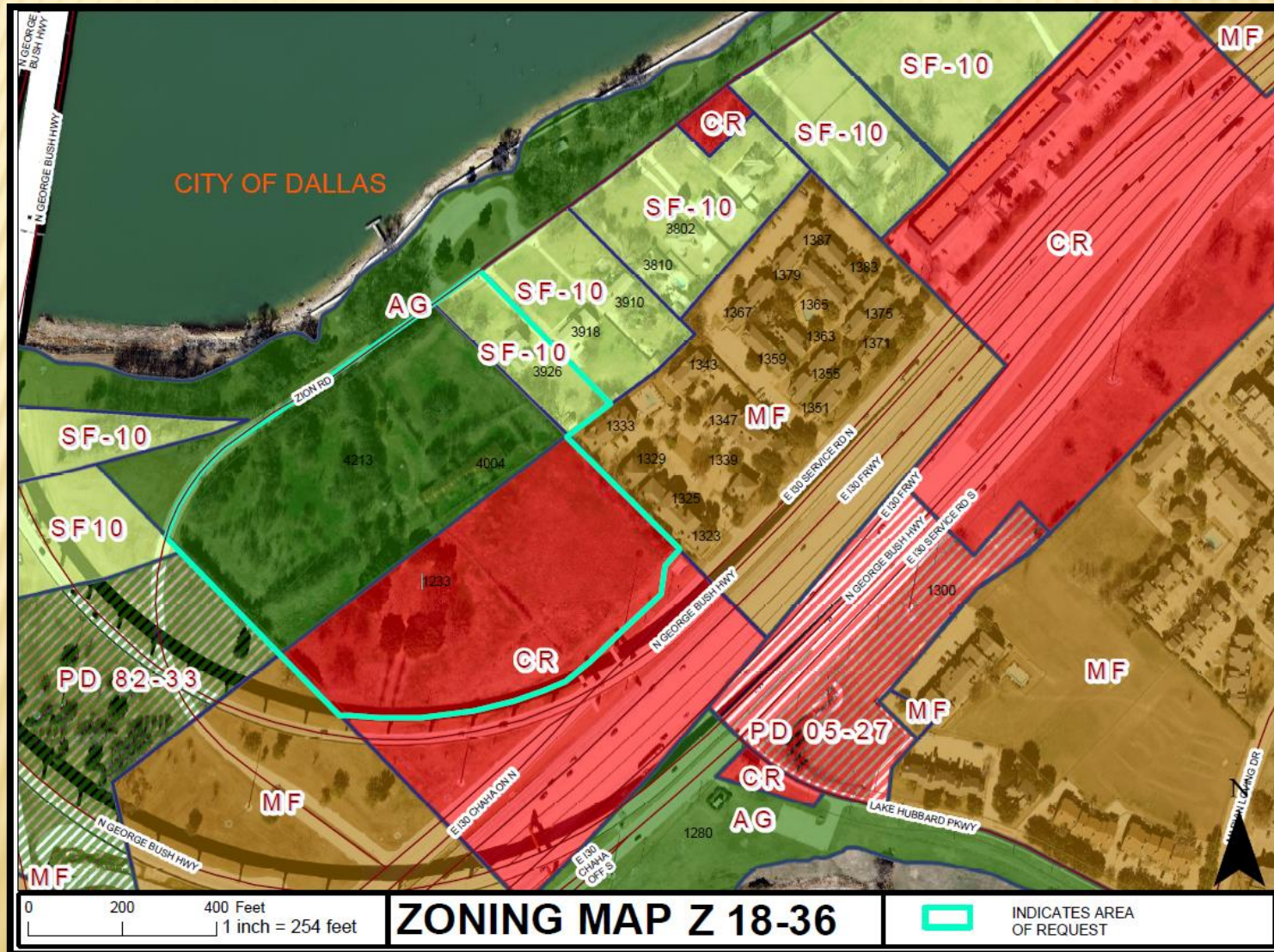
Applicant: Via Bayou Inc.

Owner: Via Bayou Inc.

Acreage: 13.82 acres

Zoning: Agricultural (AG) District, Single-Family-10 (SF-10) District, and Community Retail (CR) District

Location Map



Subject Property



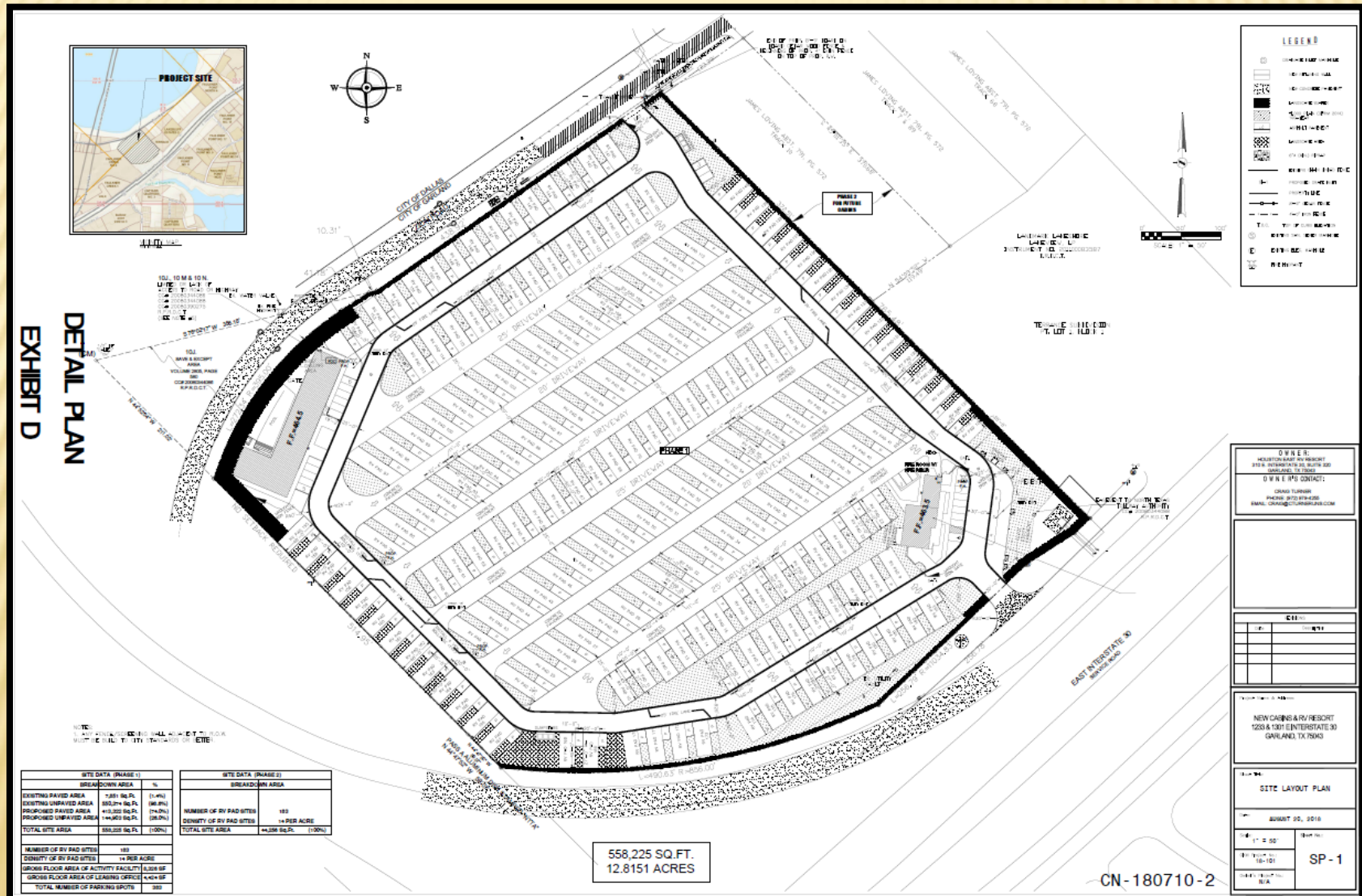


CONCEPT PLAN EXHIBIT C





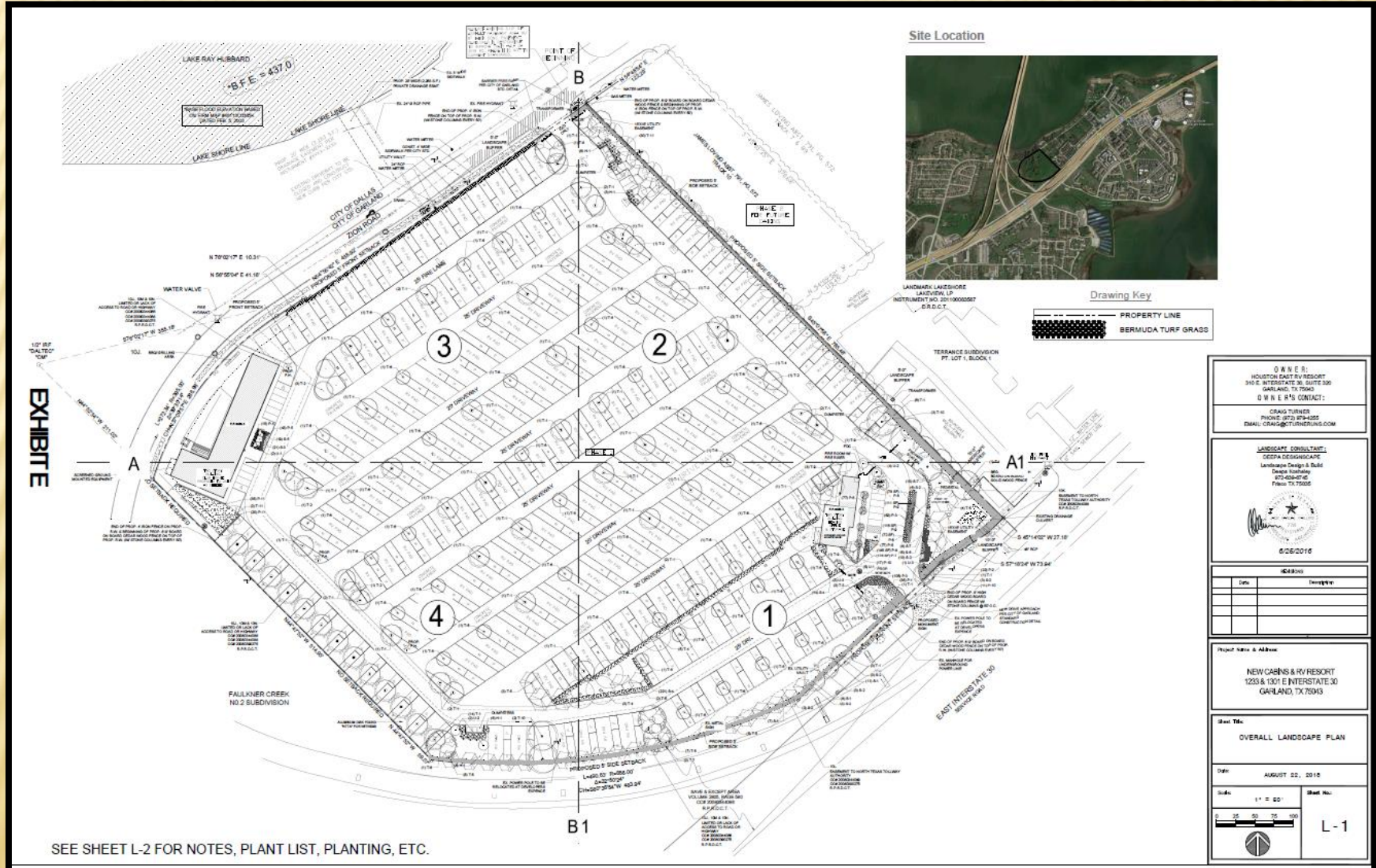
Detail Plan





GARLAND
TEXAS MADE HERE

Landscape Plan



Elevation Plan



FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION

EXHIBIT F

DEVELOPMENT & CONSULTANT
SOLUTIONS
PLANS & PERMIT
SUBMITTAL AND REPRESENTATION
10943 DORSET 4-8 SUITE 100
DALLAS, TX 75243
PHONE: 214.275.3519 FAX: 214.275.4389
www.solutionselevations.com

OWNER
VIA BAYOU INC.
301 EAST FORT WORTH, SUITE 1000
GARLAND, TX 75043

No.	REVISION/ISSUE	DATE

PROJECT NAME

**LAKE SHORE
RV RESORT**

ADDRESS
1313 L-38 FRONTAGE RD
GARLAND, TEXAS 75043

SHEET TITLE:
**PROPOSED
LEASING OFFICE
COLOR
ELEVATIONS**

DRAWN BY:	REVIEWED BY:
ISSUED FOR:	SHEET NO.:
DATE:	4.1

☐ COLOR ELEVATIONS LEASING OFFICE

SCALE: 1/4"

1

Elevation Plan



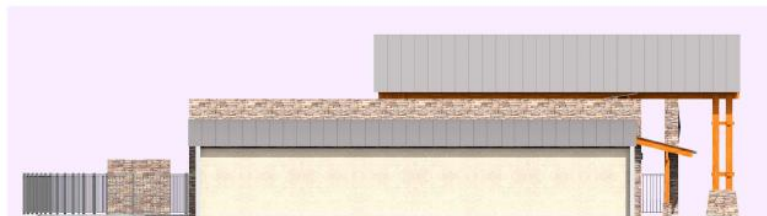
FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

DEVELOPMENT &
CONSULTANT

SOLUTIONS
PLANS & PERMIT
SUBMITTAL AND REPRESENTATION
12840 SUITE 410, SUITE 102
DALLAS, TX 75235
PHONE: 214.261.0100 FAX: 214.432.4391
www.solutionsinc.com

OWNER

VIA BAYOU INC.
310 EAST I-10, SUITE 301, FORT
GARLAND, TX 75042

No. REVISION/ISSUE DATE

PROJECT NAME

**LAKE SHORE
RV RESORT**

ADDRESS
1211 S-30 FRONTAGE RD
GARLAND, TEXAS 75042

SHEET TITLE:

**PROPOSED
CLUB HOUSE
COLOR
ELEVATIONS**

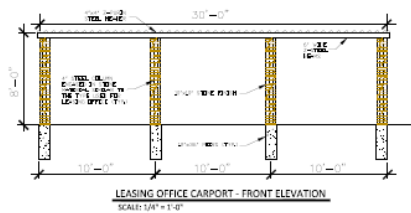
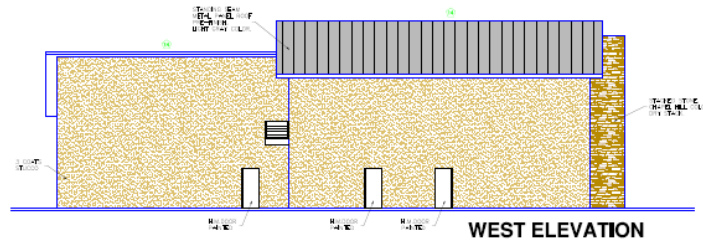
DESIGN BY: REVISED BY:
DRAWN BY: SHEET NO.:
DATE: 6.06.2018 **5.1**

COLOR ELEVATIONS CLUB HOUSE SCALE 1/4" 1

Exhibit E

Elevation Plan

Exhibit E



DEVELOPMENT & CONSULTANT

SOLUTIONS
PLANS & PERMIT
SUBMITTAL AND REPRESENTATION
10045 S. I-10, SUITE 100
DALLAS, TX 75243
PH: 214.343.4343 FAX: 214.343.4343
www.plansolutionsinc.com

OWNER

VIA BAYOU INC.
310 E. 11TH ST., SUITE 100
DALLAS, TX 75202

PROJECT NAME:

**LAKE SHORE
RV RESORT**

ADDRESS:
1233 I-30 Frontage Rd,
Garland TX 75043

SHEET TITLE:

**PROPOSED
LEASING OFFICE
COLORED
ELEVATIONS**

DESIGN BY:

REVIEW BY:

INVOICED FOR:

SHEET NO.

DATE:

12.03.2016

PROPOSED LEASING OFFICE SCALE: 1/4" = 1'-0" 1

Comprehensive Plan

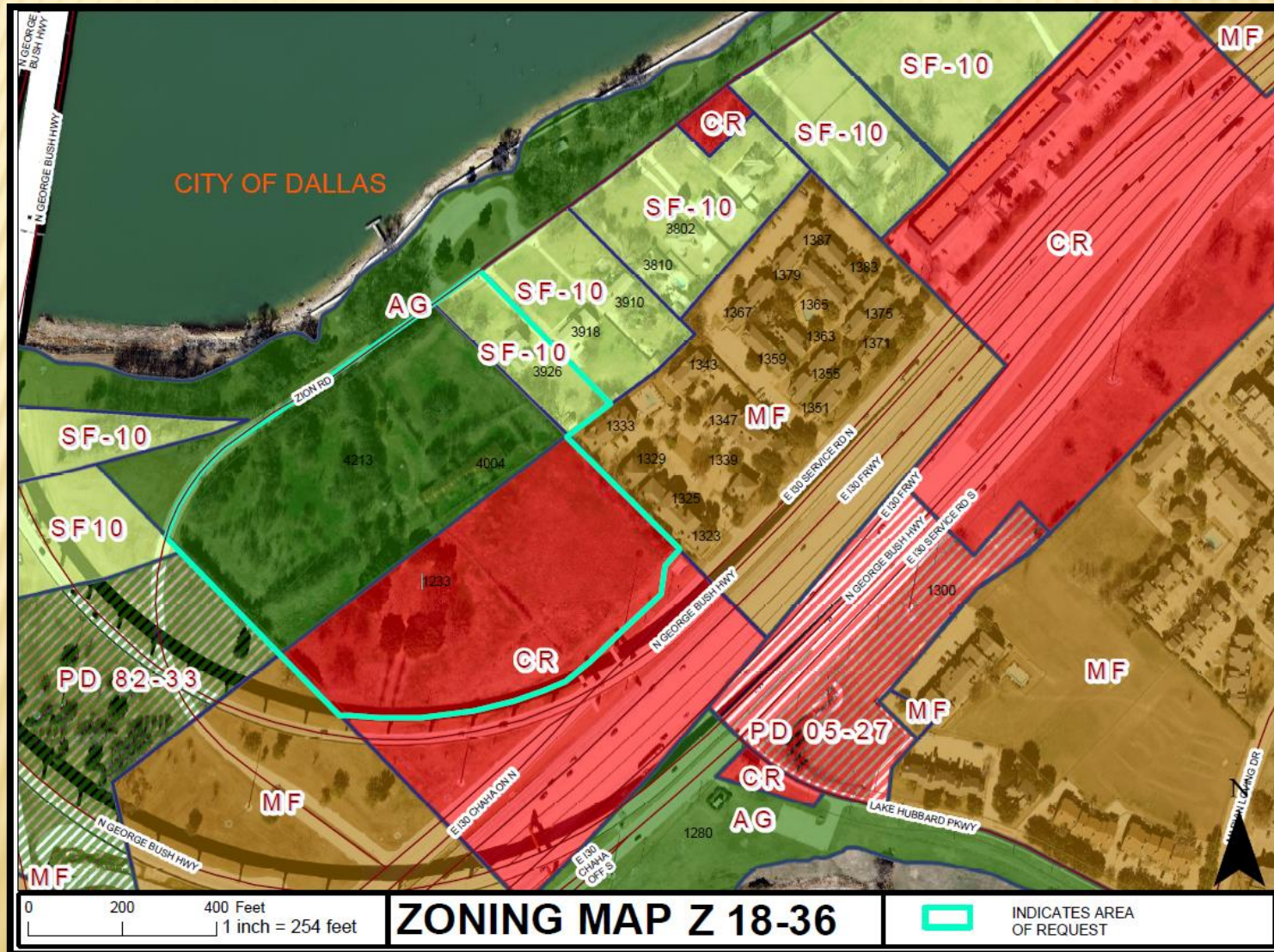
ENVISION GARLAND PLAN

Parks and Open Space and Regional Centers: A variety of public parks, plazas, and natural areas for passive and active recreation, as well as informal gathering places, including development that contributes to their desirability. It should be interconnected by a network of roads, sidewalks, pathways and transit to encourage residents and visitors to move about for mobility, recreational, social, and health purposes.

Regional Centers: Include a mix of uses, include retail, services, entertainment, and employment uses, as well as a residential component and public gathering or open space. They include compact, walkable site design; landscape plantings and street furniture; along with other elements of the public realm. Regional Centers incorporate pedestrian and transit as a part of internal circulation and provides amenities for their use such as bike racks, bus shelters and benches.

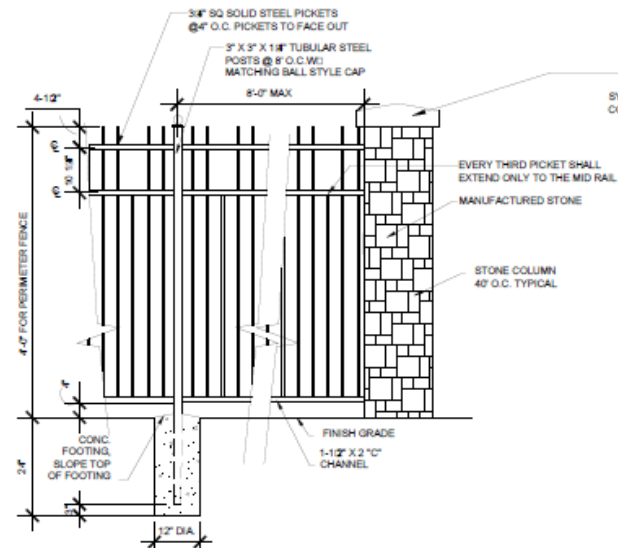
I-30 CATALYST AREA PLAN. The land use map in that Plan identifies the site for Regional Center use as described in the Envision Garland Plan. Further the site is located within the Harbor Point Targeted Investment Area extending from the North George Bush Highway to Lake Ray Hubbard. The vision for land use in for infill with additional housing options, urban mixed-use character, shops, restaurants, and multiple plazas to encourage gathering and outdoor activities.

Location Map

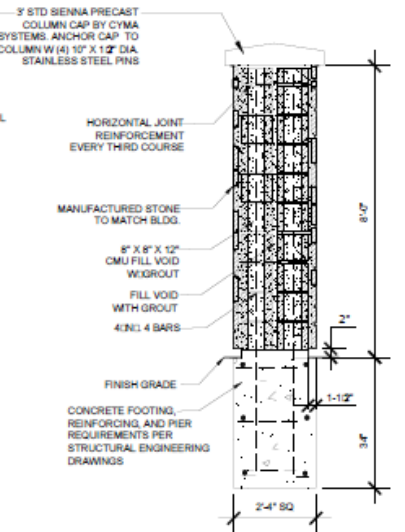


Architectural drawing of a rectangular stone enclosure. The overall dimensions are 30'-0" wide by 20'-0" deep. The drawing shows a dashed rectangular outline with solid lines indicating the stone finish. The top edge is labeled 30'-0" and the left edge is labeled 20'-0". The corners are marked with small squares. The top edge is divided into three sections, each labeled 10'-0". The right edge is labeled 4" STEEL COLUMN ENCASED IN STONE MATERIAL SIMILAR TO THE TYPE USED FOR LEASING OFFICE (TYP.). The bottom edge is labeled 10'x10" STONE FINISH. The top edge is labeled 12"x36" PERS. (TYP.).

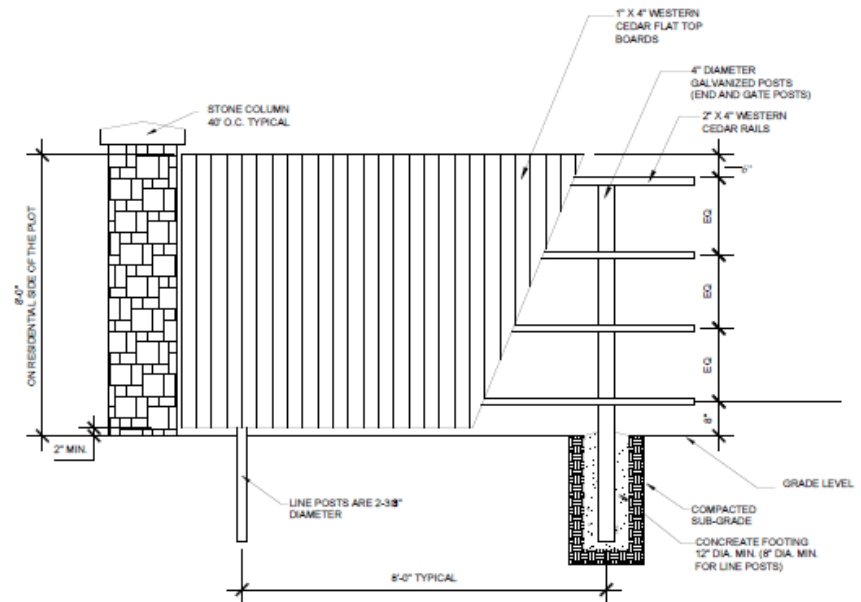
N.T.S.



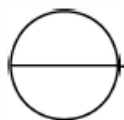
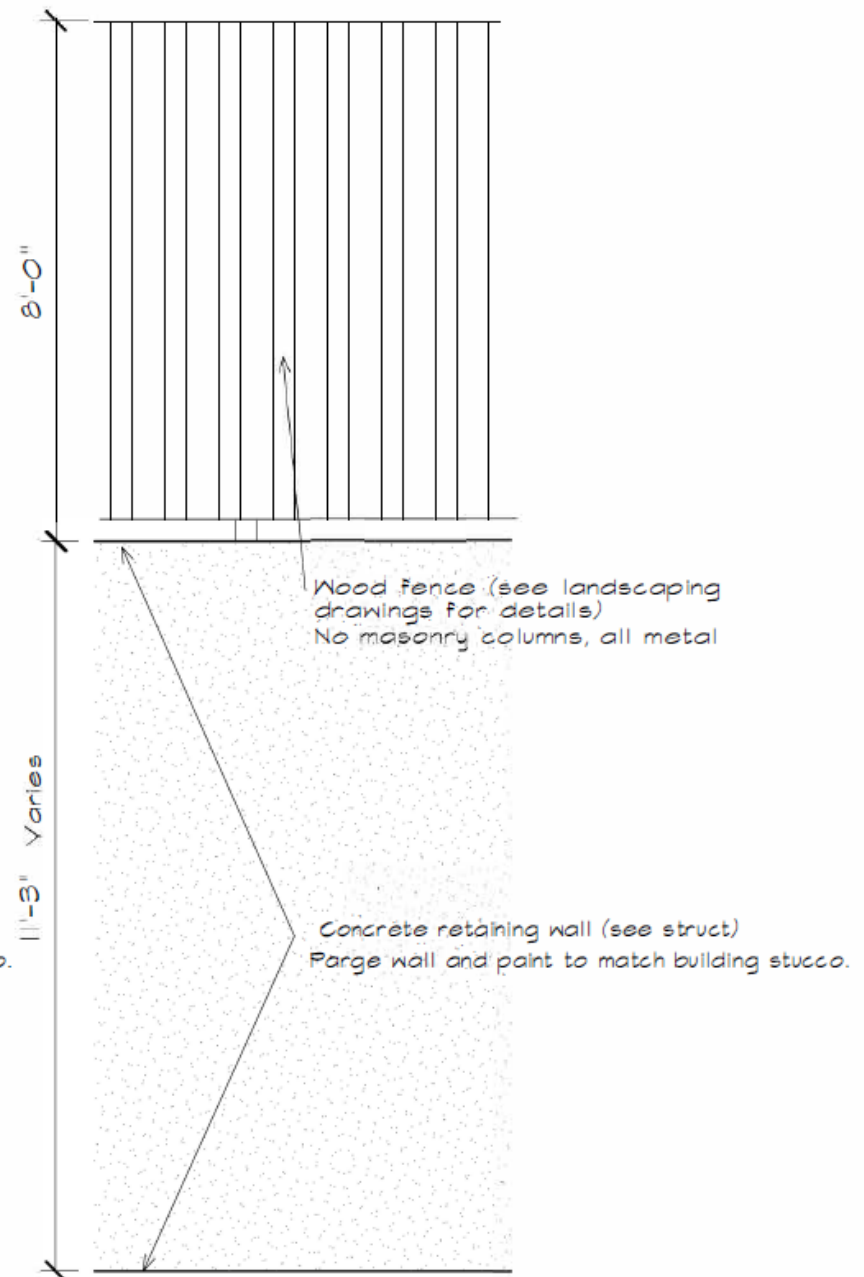
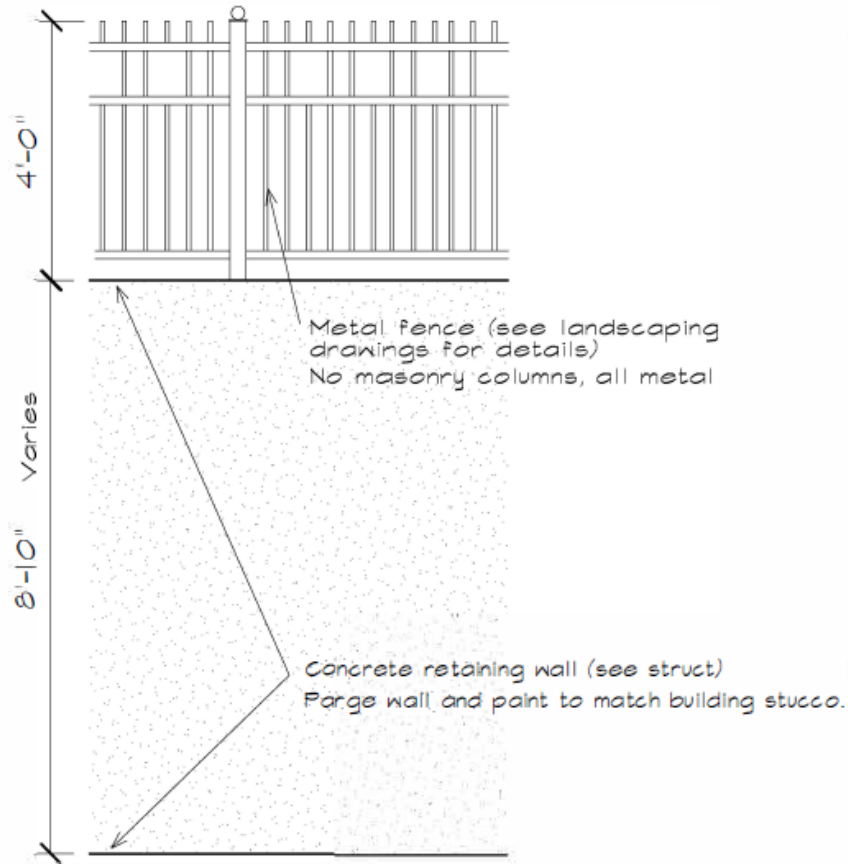
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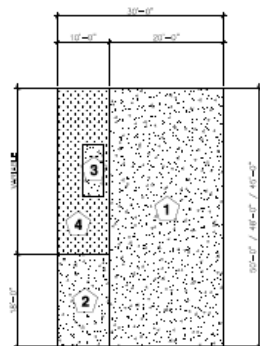
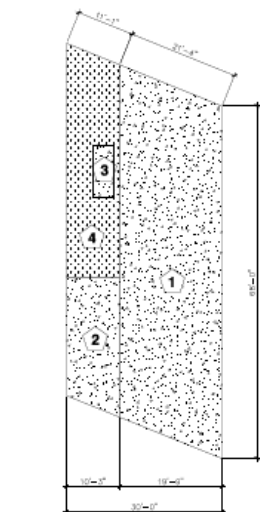


NTS



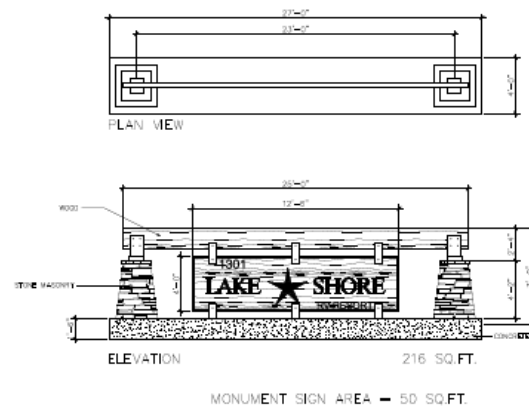
RETAINING WALLS ELEVATIONS

3/8" = 1'-0"

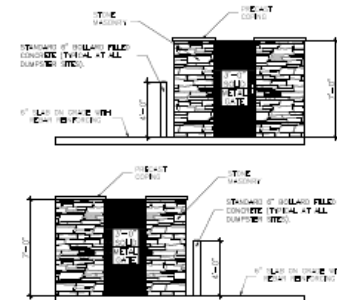
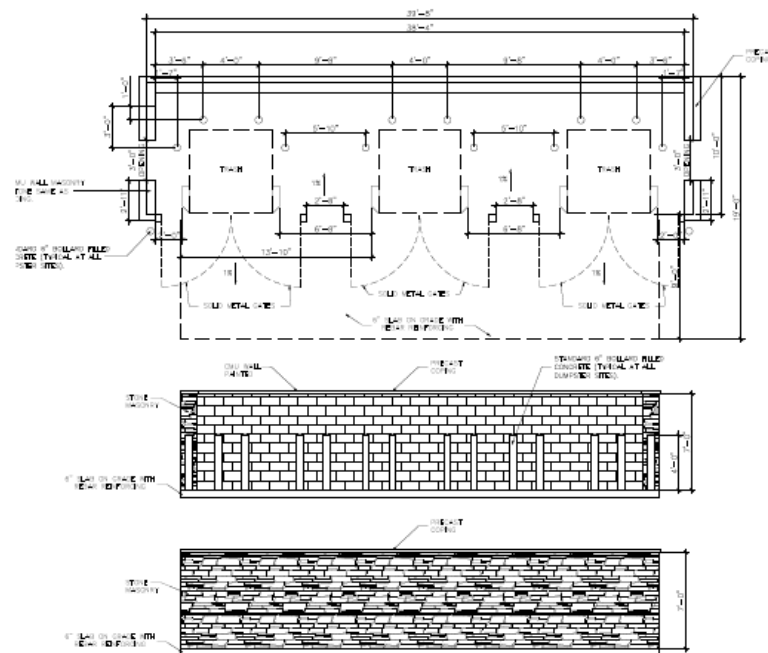


- 1 CONCRETE PAVEMENT RV PAD
- 2 CONCRETE PAVEMENT PARKING SPACE
- 3 UTILITIES CONCRETE PAD
- 4 LANDSCAPE AREA

TYPICAL RV PAD SCALE 3/8" = 1'-0" **3**



MONUMENT SIGN SCALE 1/8" = 1'-0" **2**



DUMPSTER ENCLOSURE SCALE 1/8" = 1'-0" **1**

No.	REVISION/ISSUE	DATE

PROJECT NAME
LAKE SHORE RV RESORT
ADDRESS
1233 J-30 FRONTAGE RD
GARLAND, TEXAS 75043

SHEET TITLE:
SITE DETAILS

DRAWN BY: REVIEWED BY:
ISSUED FOR: SHEET NO.
DATE: 12/05/2018 **3.0**



GARLAND

City Council Regular Session Agenda

Meeting Date: 10/16/2018

Item Title: Boards & Commission Appointments

Submitted By: Elisa Morales, Management Services Coordinator , Administration

Summary:

Council Member David Gibbons

- Ross Montelbano - TIF #3
-

Attachments

Ross Montelbano - TIF #3



GARLAND

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CITY OF GARLAND
RECEIVED
AUG 21 2018
CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: 8/20/18

Name: Ross Montelkano Phone: [REDACTED] (Home)

Address: 2709 Carya Trail Phone: [REDACTED]

City, State, Zip: Garland, TX 75044 Email: [REDACTED]

Resident of Garland for 2 years Resident of Texas for 5 years

☒ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 1

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Served on many city, state and national committees including HVAC board, Building Officials Assoc of Louisiana, Fire Code Action Committee and Government Relations Committee both for the International Code Council
If you have previously served on a City Board or Commission, please specify and list dates of service.
Heat and A/C board, City of Shreveport, 2000 - 2009

List civic or community endeavors with which you have been involved.

What is your educational background?

36 hours college credit, 720 classroom hours National Fire Academy; approximately 60 certificates of training

What is your occupational experience?

Firefighter, Fire Inspector, Fire Investigator, Bomb Tech, Internal Affairs Investigator, Chief of Fire Inspections, Chief of Public Education, Director of Fire Prevention (28 years Fire Service), Chief Building Official for 9 years. All in Shreveport, La

I hereby affirm that all statements herein are true and correct.

Ross Montelkano

Board or Commission of first, second, and third choice:

☐ Board of Adjustment	☐ Garland Youth Council **	☐ Parks and Recreation Board
☐ Citizens Environmental and Neighborhood Advisory Committee	<u>2</u> Property Standards Board	<u>3</u> Plan Commission
☐ Community Multicultural Commission	☐ Library Board	☐ Senior Citizens Advisory Committee
☐ Garland Cultural Arts Commission		<u>1</u> Unified Building Standards Commission

**Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒
Current ☒

Past Due ☐
Past Due ☐

Date Appointed _____

Appointed By _____

Date Notified _____

Disclosure Form Filed _____

CSO Suit/Claim Filed
Clerk Signature & Date

Yes ☐ No ☒
Courtney Vaneer 8/21/18

Revised 03/2018