



GARLAND

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

City of Garland
Duckworth Building, Goldie Locke Room
217 North Fifth Street
Garland, Texas
October 3, 2016
7:00 p.m.

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

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

CITY COUNCIL GOALS 2020

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

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

**MAYORAL PROCLAMATIONS,
RECOGNITIONS AND ANNOUNCEMENTS**

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

CONSENT AGENDA

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

1. Consider approval of the minutes of the September 20, 2016 Regular Meeting.

2. Consider approval of the following bids:

a. Apollo to E. Richardson 138kV Transmission Reconstruction Materials Bid No. 6815-16

Techline, Inc.	\$217,096.39
Optional Contingency	<u>21,299.20</u>
TOTAL	\$238,395.59

This request is to purchase the materials needed for the Apollo to E. Richardson 138kV Transmission Line Reconstruction CIP project. Due to the complex nature of the project, an optional contingency is included for any additional materials that may be required.

b. Underground Cable Replacement Bid No. 6826-16

T&D Solutions	\$607,779.00
Optional Contingency	<u>60,000.00</u>
TOTAL	\$667,779.00

This request is to replace five aging underground cable loops in GP&L's Distribution System as part of the Underground 200-Amp Loop Replacement CIP Program. This bid includes boring in poly conduit, pulling primary and secondary cable, and replacing transformers and pads. Due to the complex nature of the project, an optional contingency is included for any unforeseen work that may be required.

c. Substation Air Break Switches Bid No. 3529-13

Hubbell Power Systems \$123,934.00

The purpose of this Change Order is to add additional funds to the Substation Air Break Switch Term Contract BL 06048. The current Term Contract has no renewals remaining and was recently re-bid. During the procurement process, Swindell and Apollo to E. Richardson projects required switches that exceeded the funding available on the expiring Term Contract. This Change Order represents a 49.5% increase to Term Contract BL 06048.

d. Roadway Soil Stabilization and Pavement Lifting Bid No. 6975-16

URETEK USA \$1,378,768.00

This request is to inject polymer material beneath settled pavement slabs to stabilize the soil and lift the pavement to match the joints of adjacent slabs. This work will be performed on E. Centerville Road, S.H. 66 - Broadway Blvd.

e. City Hall AV, Presentation, and Broadcast System Improvements Bid No. 5455-15

Videotex Systems, Inc. \$91,324.69

The purpose of this Change Order is to provide for necessary design, engineering, equipment, and installation services that were not included within the original scope of work. During the City Hall renovations, the need for additional services and resources emerged. This Change Order represents a 33.6% increase to the original Purchase Order 23632 in the amount of \$271,897.34. This project is funded in the 2016 CIP by Public Educational Governmental Fees collected from cable operators.

f. Heavy Haul Trailers Bid No. 6987-16

Holt Caterpillar \$192,878.05

This request is to purchase four Heavy Haul Trailers to be used by the Street Department in their daily operations.

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

a. Zoning File No. Z 16-11, Tailim Song (District 2)

Consider an ordinance amending the Garland Development Code of the City of Garland, by approving a Detail Plan for Fuel Pumps, Retail; Convenience Store; Restaurant and Retail Store on a 0.76-acre tract of land zoned Planned Development (PD) District 03-40/41 for Heavy Commercial Uses and located at 1012/1020 south First Street; 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; providing a Savings Clause and a Severability Clause; and providing an effective date.

b. Zoning File No, Z 16-19, Jay Woo (District 4)

Consider an ordinance amending the Garland Development Code of the City of Garland by approving 1) a Detail Plan for Restaurant, Drive-Through and 2) a Specific Use Provision for a Restaurant, Drive-Through on property zoned Planned Development (PD) 13-32 District for (limited) Community Retail, on a 0.917-acre tract of land located at the northwest intersection of Broadway Boulevard and Guthrie Road and providing for conditions, restrictions, and regulations; and providing for a penalty and an effective date.

c. Zoning File No. Z 16-28, Henry Company, LLC (District 6)

Consider an ordinance amending the Garland Development Code of the City of Garland, by approving a Specific Use Provision for a High Risk Use on a 3.46-acre tract of land zoned Industrial (IN) District located at 3802 Miller Park Drive, providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland; providing a Savings Clause and a Severability Clause; and providing an effective date.

4. Consider approval of the Garland Cultural Arts Commission, Inc. Annual Budget and Execution of the Hotel Occupancy Tax Program Management Agreement

Council is requested to approve by minute action the 2016-2017 Garland Cultural Arts Commission Inc.'s budget, and authorize the City Manager to execute the "Hotel Occupancy Tax Program Management Agreement" providing revenues for GCACI's continuing promotion of the cultural arts in Garland.

5. Bio-Tel Interlocal Agreement

Council is requested to approve by minute action authorizing the City Manager to execute an Interlocal Agreement with Dallas County Hospital District d/b/a Parkland Health & Hospital System for Bio-Tel Services in the amount of \$90,929.52.

6. Consider a resolution amending the authorized representatives for purposes of participation in the Texas Local Government Investment Pool; and providing an effective date.

Each entity that participates in the TexPool Investment Pools must appoint authorized representatives. Only authorized representatives have the ability to conduct transactions with TexPool. For security purposes, TexPool requires the governing body approve a resolution to amend existing authorized representatives. Due to staff changes, Financial Services is requesting authorized representatives to TexPool be amended. Council is requested to approve a resolution amending authorized TexPool Representatives.

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. Hold public hearings on:

- a. Consider the application of Wier & Associates, Inc., requesting approval of 1) an amendment to Planned Development (PD) District 07-46 for Community Retail Uses and 2) a Detail Plan for Medical and Dental Office/Clinic and Pharmacy (without Drive-Through or Window), a 1.7 acre tract. The property is located at the intersection of President George Bush Turnpike and Elliot Avenue. (File No. Z 16-22, District 1)**

Being approximately a 1.730-acre tract of land and identified as Lot 3, Block 3, Firewheel Hotel Addition, an addition to the City of Garland as shown on the Plat recorded in Instrument No. 20070204435 of the Map Records of Dallas County, Texas. The property is located on the west corner of the service road of President George Bush Turnpike and Elliott Avenue. The applicant proposes to develop the subject property with a medical office building.

- b. **Consider the application of John Garfias, requesting approval of a Specific Use Provision for a Kiosk, Self-Service: Retail (Ice) on property zoned Community Retail (CR) District. This property is located at 3015 Arapaho Road. (File No. 16-25, District 7)**

Being a 1.08 acre lot, tract or parcel of land situated in the Frederick Moss Survey, Abstract No. 941, City of Garland, Dallas County, Texas, being all of Lot 2, Block I of the Simon Addition, recorded in Volume 98146, Page 13, Map Records of Dallas County. The subject property is located at 3015 Arapaho Road. The applicant requests approval of a Specific Use Provision for the placement of a freestanding ice vending kiosk.

- c. **Consider the application of City of Garland, requesting approval of a Change in Zoning from Single-Family-10 (SF-10) District to Agricultural (AG) District. The properties are located from the 900 - 1400 block of Talley Road. (File No. 16-36, District 1)**

The applicant requests approval of a Change in Zoning from Single-Family-10 (SF-10) District to Agricultural (AG) District to conform zoning to existing large lot residential development. The properties are located between Provence Boulevard and Murphy Road, along Talley Road.

8. Roadway and Water Impact Fee Study

Council is requested to consider setting a public hearing date to receive public comments on Land Use Assumptions, Roadway and Water Impact Fees, Capital Improvement Plan; and, to consider adopting Maximum Roadway and Water Impact Fees. Unless otherwise directed by Council, a public hearing will be scheduled for November 15, 2016 to review and consider approval of updated Land Use Assumptions, Roadway and Water Impact Fee Capital Improvement Plan, and a Maximum Roadway and Water Impact Fee.

9. 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

- Ozair Ali - Garland Youth Council

10. 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.

11. Adjourn.

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



GARLAND

City Council Regular Session Agenda

Agenda Item 1.

Meeting Date: October 3, 2016

Item Title: Minutes of the September 20, 2016 Regular Meeting

Submitted By: Rene Dowl, City Secretary, City Secretary

Summary:

Consider approval of the minutes of the September 20, 2016 Regular Meeting.

Attachments

Minutes 09-20-16

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, September 20, 2016, in the Goldie Locke Room at The Duckworth Building, 217 North Fifth Street, Garland, Texas, with the following members present:

COUNCIL PRESENT:

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

STAFF PRESENT:

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

CALL TO ORDER:

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

CEREMONIALS:

Mayor Athas presented a proclamation to the Garland Association for Hispanic Affairs members, Tony Torres and Jim Gallegos, proclaiming September 15 – October 16 as Hispanic Heritage Month.

Mayor Athas, along with Council Member B. J. Williams, presented a special recognition to Fire Station 4, Shift A: Captain Barry Pollard, Joey Foster, Joseph Stuchly, Bryan Singleman, and Dan Turner (not present at the meeting) for their heroic efforts in saving citizens during a structure fire at Castleglen Townhomes.

Mayor Athas recognized Boy Scouts from Troop 57.

CONSENT AGENDA:

All items marked with asterisks (**) on the Consent Agenda were voted on at the beginning of the meeting. Mayor Athas read those items into the record. Motion was made by Council Member Gibbons to approve the Consent Agenda as presented, seconded by Council Member Stanley, to approve items 1, 2a, 2b, 2c, 2d, 2e, 2f, 2g, 2h, 2i, 3, 4, 5, and 6. Motion carried, 9 ayes, 0 nays.

1. APPROVED** Approval of the Minutes of the September 6, 2016 Regular Meeting.

- 2a. APPROVED** Bid No. 6713-16 to Irby Construction Company in the amount of \$914,334.04 which includes an optional contingency of \$91,433.40, for a total bid of \$1,005,767.44.

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

- 2b. APPROVED** Bid No. 6937-16 to Sam Pack's Five Star Ford in the amount of \$221,495.55 for Fleet Replacement Trucks.

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

- 2c. APPROVED** Bid No. 6838-16 to XL Catlin Insurance Company in the amount of \$377,021.00 for Property and Casualty Insurance.

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

- 2d. APPROVED** Bid No. 6911-16 to Kwest Group, Inc. in the amount of \$491,389.00 which includes an optional contingency of \$98,277.80, for a total bid of \$589,666.80 for GP&L Swindell Switchyard Civil Site Grading.

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

- 2e. APPROVED** Bid No. 6770-16 to Supreme Roofing in the amount of \$429,217.00 for Roof Replacements for Police Property and Municipal Courts Buildings.

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

2f. APPROVED**

Bid No. 6954-16 to Holt Cat in the amount of \$309,153.61 for PLC & HMI Controls Modernization Upgrade for the Duck Creek Wastewater Treatment Plant.

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

2g. APPROVED**

Bid No. 4441-14 to MERJE in the amount of \$44,250.00 for Wayfinding Phase II: Downtown Gateways.

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

2h. APPROVED**

Bid No. 6837-16 to Westin Engineering, Inc. in the amount of \$229,720.00 for a CIS System Consulting Engagement.

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

2i. APPROVED**

Bid No. 6879-16 to Electrical Power Products, Inc. in the amount of \$335,362.00 which includes an optional contingency of \$67,072.40, for a total bid of \$402,434.40.

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

3. APPROVED**

Ordinance No. 6859 amending the tax roll of the City of Garland and providing an effective date.

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

4. APPROVED**

Resolution No. 10257 authorizing the submission of a grant application to the Office of the Governor of the State of Texas for certain public safety, law enforcement, and homeland security projects; and providing an effective date.

Council authorized a resolution of the Homeland Security Grant Program application to allow funds to be released.

5. APPROVED**

Resolution No. 10258 authorizing the City Manager to execute an agreement with the State of Texas, by and through the State Department of Transportation, concerning a Trail Development Matching Fund; and providing an effective date.

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

6. APPROVED**

Resolution No. 10259 authorizing the City Manager to execute a purchase agreement and ancillary documents for the purchase of real property improvements located at 203 N. Fifth Street ("Property"); authorizing the Mayor of the City of Garland to execute the first amendment to the ground lease and the reciprocal easement and operating agreement related to the property; and providing an effective date.

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

7. APPROVED

Request for Development Assistance from IDI Gazeley, LLC

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

Mayor Athas opened the hearing at 7:19 p.m. The speaker on this item was David Gwin, Director of Economic Development. Mr. Gwin gave a presentation providing specific background information on the project.

Motion was made by Council Member Aubin to approve the request for development assistance and authorize the City Manager to execute the proposed economic development incentive agreement, seconded by Council Member Dodson to close the hearing at 7:28 p.m. Motion carried, 9 ayes, 0 nays.

8a. APPROVED

Consider the application of Jay Woo requesting approval of 1) a Detail Plan for Restaurant, Drive-Through and 2) a Specific Use Provision for a Restaurant, Drive-Through on property zoned Planned Development (PD) 13-31 District for (Limited) Community Retail. (District 4)

Mayor Athas opened the hearing at 7:29 p.m. Speakers on this item were Isaac Williams, Development Planner, Naim Khan, Civil Engineer for the project, Jay Woo, Applicant, and Keith Wheaton.

Motion was made by Council Member B. J. Williams to approve the request based on staff and Plan Commission recommendation, with the correction to the site plan, seconded by Council Member Aubin to close the hearing at 7:52 p.m. Motion carried, 9 ayes, 0 nays.

8b. APPROVED

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

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

Mayor Athas opened the hearing at 7:53 p.m. The speaker on this item was Kira Wauwie, Sr. Development Planner.

Motion was made by Council Member Dodson to approve the request based on staff and Plan Commission recommendation, seconded by Council Member Goebel to close the hearing at 7:56 p.m. Motion carried, 9 ayes, 0 nays.

9. CITIZEN COMMENTS: None

10. ADJOURN: There being no further business to come before the City Council, Mayor Athas adjourned the meeting at 7:57 p.m.

CITY OF GARLAND, TEXAS

/s/ Douglas Athas, Mayor

/s/ Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. a.

Meeting Date: October 3, 2016

Item Title: Apollo to E. Richardson 138kV Transmission Reconstruction Materials

Submitted By: Ross Owen, Director of Transmission & Distr

PURCHASE JUSTIFICATION:

The purpose of this bid is to purchase the materials needed for the Apollo to E. Richardson 138kV Transmission Line Reconstruction CIP project. Due to the complex nature of the project, an optional contingency is included for any additional materials that may be required.

AWARD RECOMMENDATION:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Techline, Inc.		All	\$217,096.39
Optional Contingency			21,299.20
		TOTAL:	\$238,395.59

Basis for Award: Straight Low Bid

Fiscal Impact

Total Project/Account: \$5,228,581
Expended/Encumbered to Date: 2,338,090
Balance: \$2,890,491
This Item: 238,396
Proposed Balance: \$2,652,095
Account #: 210-3599-3142901-6051 and 215-3299-3153201-6051
Fund/Agency/Project – Description and Comments:
Electric CIP / Transmission Lines and Distribution Lines - Overhead

Attachments

Bid Recap
Executive Summary

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2016

Document Location: Pages E01 & E07

Budget Director

Approval:

Ron Young

Approval Date:

09/22/2016

Purchasing Director

Approval:

Gary L. Holcomb

Approval Date:

09/22/2016

CITY OF GARLAND - BID RECAP SHEET OPENED: 08/25/16 REQ. NO. PR 36702 BID NO. 6815-16 PAGE: 1 of 1 BUYER: Bob Bonnell, C.P.M., MCP	Techline, Inc.			
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I T E M	QTY	U N I T	DESCRIPTION								
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	LT	Transmission Reconstruction		\$238,395.59						

	TOTAL GROSS PRICE	\$238,395.59			
	CASH DISCOUNT				
	TOTAL NET PRICE	\$238,395.59			
	F.O.B.	DELIVERED	DELIVERED	DELIVERED	DELIVERED
	DELIVERY				

65 # IonWave Notifications 1 # IonWave HUBS 6 # Direct Contact HUBS 0 # HUBS Responded	All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. <u>The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.</u>
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GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 6815-16
Apollo to E Richardson 138kV Transmission Reconstruction Materials

Recommended Vendor:

Techline, Inc.

Total Recommended Award:

\$238,395.59

Basis for Award:

Straight Low Bid

Purpose:

The purpose of this bid is to purchase the materials needed for the Apollo to E Richardson 138kV Transmission Line Reconstruction CIP Project.

Evaluation:

Requests for bids were issued in accordance with Purchasing procedures. One (1) bid was received and evaluated. Techline, Inc. met all requirements of the specifications and was within budget.

Recommendation:

Staff recommends awarding the bid to Techline, Inc.

Funding Information:

CIP project 210-3599-3142901-6051 Apollo-E Richardson 138kV Transmission Line Upgrade
CIP project 215-3299-3153201-6051 Overhead Line Distribution

Department Director:

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



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. b.

Meeting Date: October 3, 2016

Item Title: Underground Cable Replacement

Submitted By: Ross Owen, Director of Transmission & Distr

PURCHASE JUSTIFICATION:

The purpose of this bid is to replace five (5) aging underground cable loops in GP&L's Distribution System as part of the Underground 200-Amp Loop Replacement CIP Program. This bid includes boring in poly conduit, pulling primary and secondary cable, and replacing transformers and pads. Due to the complex nature of the project, an optional contingency is included for any unforeseen additional work that may be required.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
T&D Solutions	All	\$607,779.00
Optional Contingency		60,000.00
TOTAL:		\$667,779.00

Basis for Award: Best Value

Fiscal Impact

Total Project/Account: \$2,813,303

Expended/Encumbered to Date: 1,924,650

Balance: \$888,653

This Item: 667,779

Proposed Balance: \$220,874

Account #: 215-3299-3162501-7111

Fund/Agency/Project – Description and Comments:
Electric CIP / Distribution Lines - Underground

Attachments

Bid Recap

Executive Summary

Fiscal Reference:

Budget Type: CIP
Fiscal Year: 2016
Document Location: Page E09

Budget Director	Approval Date:
Approval:	09/23/2016
Ron Young	

Purchasing Director	Approval Date:
Approval:	09/23/2016
Gary L. Holcomb	

CITY OF GARLAND - BID RECAP SHEET OPENED: 08/23/16 REQ. NO. PR 36699 BID NO. 6826-16 PAGE: 1 of 1 BUYER: T. Smith			T&D Solutions	The Fishel Company	Infratech Corporation	
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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lt.	Bid Price for Evaluation	\$607,779.00	\$607,779.00	\$830,697.03	\$830,697.03	\$887,141.94	\$887,141.94		
			Evaluation Criteria:								
			Price	Maximum=40	40		29.27		27.4		
			Experience	Maximum= 40	34		0		34		
			Past Relationship with COG	Maximum= 5	5		0		5		
			Itemized Bid Sheet Completion	Maximum= 5	5		5		5		
			Safety	Maximum= 5	5		5		5		
			Pre-Bid Attendance	Maximum= 5	5		5		5		
					94.00		44.27		81.40		

TOTAL GROSS PRICE			\$607,779.00	\$830,697.03	\$887,141.94
CASH DISCOUNT					
TOTAL NET PRICE			\$607,779.00	\$830,697.03	\$887,141.94
F.O.B.			DELIVERED	DELIVERED	DELIVERED
DELIVERY					

NEXT LOW: \$830,697.03 LOW: \$607,779.00 SAVINGS: \$222,918.03	139 # IonWave Notifications 24 # IonWave HUBS 207 # Direct Contact HUBS 0 # HUBS Responded	All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. <u>The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.</u>
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GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 6826-16
Underground Cable Replacement

Recommended Vendor:
T&D Solutions

Total Recommended Award:
\$667,779.00

Basis for Award:
Best Value

Purpose:
This purpose of this bid is to replace five (5) aging underground cable loops in GP&L's Distribution System as part of the Underground 200 Amp Loop Replacement CIP Program. This bid includes boring in poly conduit, pulling primary and secondary cable, and replacing transformers and pads.

Evaluation:
Requests for bids were issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated based on the published criteria of: price; experience; past relationship with the City; completion of the Itemized Bid Sheet; safety; pre-bid meeting attendance. T&D Solutions submitted the lowest bid and received the highest evaluated score, offering the best value to the City.

Recommendation:
Staff recommends awarding the bid for underground cable replacement to T&D Solutions.

Funding Information:
215-3299-3162501-7111

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



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. c.

Meeting Date: October 3, 2016

Item Title: Substation Air Break Switches

Submitted By: Ross Owen, Director of Transmission & Distr

PURCHASE JUSTIFICATION:

The purpose of this Change Order is to add additional funds to the Substation Air Break Switch Term Contract BL 06048. The current Term Contract has no renewals remaining and was recently re-bid. During the procurement process, Swindell and Apollo to E. Richardson projects required switches that exceeded the funding available on the expiring Term Contract. This Change Order represents a 49.5% increase to Term Contract BL 06048.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Hubbell Power Systems	All	\$123,934.00
TOTAL:		\$123,934.00

Basis for Award: Change Order

Fiscal Impact

Total Project/Account: \$7,465,661
Expended/Encumbered to Date: 2,938,301
Balance: \$4,527,360
This Item: 123,934
Proposed Balance: \$4,403,426
Account #: 210-3799-3177101-6051; 210-3799-3176701-6051
Fund/Agency/Project – Description and Comments:
Electric CIP / Substations Upgrades

Attachments

Executive Summary
Bid Recap



GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 3529-13
Substation Air Break Switches

Recommended Vendor:
Hubble Power Systems

Total Recommended Award:
\$123,934.00

Basis for Award:
Change Order

Purpose:
The purpose of this Change Order is to add additional funds to the Substation Air Break Switch Term Contract BL 06048. The current Term Contract has no renewals remaining and was recently re-bid. During the procurement process, Swindell and Apollo E Richardson projects required switches that exceeded the funding available on the expiring Term Contract.

Evaluation:
Hubbell Power Systems was awarded the original Term Contract through Bid 3529-13. This Change Order represents a 49.5% increase to their Contract BL 06048.

Recommendation:
Staff recommends the approval of Change Order # 1 to Contract BL 06048.

Funding Information:
210-3799-3177101 & 210-3799-3176701

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



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. d.

Meeting Date: October 3, 2016

Item Title: Roadway Soil Stabilization and Pavement Lifting

Submitted By: Steve Oliver, Streets Director

PURCHASE JUSTIFICATION:

The purpose of this roadway maintenance project is to inject polymer material beneath settled pavement slabs to stabilize the soil and lift the pavement to match the joints of adjacent slabs. This work will be performed on E. Centerville Road, S.H. 66 - Broadway Blvd. URETEK USA will use their patented Deep Injection process to stabilize the soil beneath the roadway and lift the pavement. URETEK USA previously performed a test project on this street, which proved that this process is effective in lifting pavement slabs. This application will only be applied to eligible slab portions of the project. Additional funds are programmed for future replacement of slabs along the project that cannot be addressed by this process. This project is being awarded through the State of Texas TXSmartBuy Purchasing Cooperative Contract 745-A1 Commodity Code 7454998002.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
URETEK USA	All	\$1,378,768.00
	TOTAL:	----- \$1,378,768.00

Basis for Award: Cooperative Purchase

Fiscal Impact

Total Project/Account: \$6,789,000
Expended/Encumbered to Date: 3,179,285
Balance: \$3,609,715
This Item: 1,378,768
Proposed Balance: \$2,230,947
Account #: 692-4699-3981800-7111
Fund/Agency/Project – Description and Comments:

Attachments

Bid Recap
Executive Summary

Fiscal Reference:

Budget Type: CIP
Fiscal Year: 2016
Document Location: Page ST37

Budget Director	Approval Date:
Approval:	09/23/2016
Ron Young	

Purchasing Director	Approval Date:
Approval:	09/22/2016
Gary L. Holcomb	

CITY OF GARLAND - BID RECAP SHEET OPENED: REQ. NO. PR BID NO. 6975-16 PAGE: 1 of 1 BUYER: Guy Trampe			URETEK USA						
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I T E M	Q T Y	U N I T	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lt	Soil stabilization and pavement lifting project	\$1,378,768.00	\$1,378,768.00						
TOTAL GROSS PRICE				\$1,378,768.00							
CASH DISCOUNT				\$0.00							
TOTAL NET PRICE				\$1,378,768.00							
F.O.B.				DESTINATION							
DELIVERY											

NEXT LOW:	\$0.00	0 # 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. <u>The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.</u>
LOW:	\$0.00	0 # IonWave HUBS	
SAVINGS:	\$0.00	0 # Direct Contact HUBS	
		0 # HUBS Responded	



GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 6975-16
Roadway Soil Stabilization and Pavement Lifting

Recommended Vendor:
URETEK USA

Total Recommended Award:
\$1,378,768.00

Basis for Award:
Cooperative Purchase

Purpose:

The purpose of this roadway maintenance project is to inject polymer material beneath settled pavement slabs to stabilize the soil and lift the pavement to match the joints of adjacent slabs. This work will be performed on E. Centerville Road, S.H. 66 - Broadway Blvd. This application will only be applied to eligible slab portions of the project. Additional funds are programmed for future replacement of slabs along the project that cannot be addressed by this process.

Evaluation:

URETEK USA will use their patented Deep Injection process to stabilize the soil beneath the roadway and lift the pavement. URETEK USA previously performed a test project on this street, which proved that this process is effective in lifting pavement slabs. This project is being awarded through the State of Texas TXSmartBuy Purchasing Cooperative Contract 745-A1 Commodity Code 7454998002.

Recommendation:

Staff recommends awarding this project to URETEK USA.

Funding Information:

Street Reconstruction and Improvements Bond Account 692-4699-3981800-7111

Department Director:

Steven L. Oliver, P.E., Director of Streets, 972-205-3558



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. e.

Meeting Date: October 3, 2016

Item Title: City Hall AV, Presentation, and Broadcast System Improvements

Submitted By: Dorothy White, Public & Media Affairs Director

PURCHASE JUSTIFICATION:

The purpose of this Change Order is to provide for necessary design, engineering, equipment, and installation services that were not included within the original scope of work. During the City Hall renovations, the need for additional services and resources emerged. This Change Order represents a 33.6% increase to the original Purchase Order 23632 in the amount of \$271,897.34. This project is funded in the 2016 CIP by Public Educational Governmental Fees collected from cable operators.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Videotex Systems, Inc.	All	\$91,324.69
TOTAL:		\$91,324.69

Basis for Award: Change Order

Fiscal Impact

Total Project/Account: \$710,906
Expended/Encumbered to Date: 609,831
Balance: \$101,075
This Item: 91,325
Proposed Balance: \$9,750
Account #: 103-1178-1608200-9007
Fund/Agency/Project – Description and Comments:
Peg Fee Fund / Public and Media Relations / CGTV Upgrades

Attachments

Bid Recap

Executive Summary

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2016

Document Location: Page MF11

Budget Director

Approval:

Ron Young

Approval Date:

09/13/2016

Purchasing Director

Approval:

Gary L. Holcomb

Approval Date:

09/09/2016

CITY OF GARLAND - BID RECAP SHEET

OPENED: 09/01/16
 REQ. NO.
 BID NO. 5455-15
 PAGE: 1 of 1
 BUYER: Bob Bonnell, C.P.M., MCP

Videotex Systems Inc.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	LT	Change Order		\$91,324.69						
TOTAL GROSS PRICE					\$91,324.69						
CASH DISCOUNT											
TOTAL NET PRICE					\$91,324.69						
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											

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



GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 5455-15
City Hall AV, Presentation, and Broadcast System Improvements

Recommended Vendor:
Videotex Systems, Inc

Total Recommended Award:
\$91,324.69

Basis for Award:
Change Order

Purpose:
The purpose of this Change Order is to provide for necessary design, engineering, equipment, and installation services that were not included within the original scope of work. During City Hall renovations, it was determined that additional furniture and equipment was needed to accommodate changes in the original design. This Change Order represents a 33.6% increase to the original Purchase Order 23632 in the amount of \$271,897.34.

Evaluation:
Videotex Systems, Inc. was originally selected through the BuyBoard Purchasing Cooperative after multiple AV suppliers were interviewed and evaluated based on pricing and design submissions. The original bid was approved at the October 5, 2015 City Council Meeting.

Recommendation:
Staff recommends the approval of the Change Order to PO 23632.

Funding Information:
PEG Funds 103-1178-16082009000 (non-tax funded source for CGTV capital improvements)

Department Director:
Dorothy White, Public and Media Relations Director, 972-205-2879



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item 2. f.

Meeting Date: October 3, 2016

Item Title: Heavy Haul Trailers

Submitted By: Terry Anglin, Fleet Services Director

PURCHASE JUSTIFICATION:

The purpose of this contract is to purchase four (4) Heavy Haul Trailers to be used by the Street Department in their daily operations. These trailers are being provided by Holt Caterpillar through the BuyBoard Purchasing Cooperative Contract 424-13.

AWARD RECOMMENDATION:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Holt Caterpillar		All	\$192,878.05
TOTAL:			----- \$192,878.05

Basis for Award: Cooperative Purchase

Fiscal Impact

Total Project/Account:	\$1,919,829
Expended/Encumbered to Date:	1,511,980
Balance:	\$407,849
This Item:	192,878
Proposed Balance:	\$214,971
Account #:	Operating Budget - 831-4693-9007 and 831-4693-9009 / CIP - 692-4699-3981900-9009

Fund/Agency/Project – Description and Comments:

Operating Budget - Infrastructure Repair & Replacement Fund /
Street Department / Street Construction
CIP - CO-Funded CIP / Drainage / Stormwater Maintenance Equipment

Attachments

Bid Recap
Executive Summary

Fiscal Reference:

Budget Type: Operating Budget
 CIP
Fiscal Year: 2016
Document Location: 2015-16 Oper. Budget - Page 265 / 2016
 CIP - Page M13

Budget Director Approval: **Approval Date:**
Ron Young 09/27/2016

Purchasing Director Approval: **Approval Date:**
Gary L. Holcomb 09/23/2016

CITY OF GARLAND - BID RECAP SHEET OPENED: 09/23/16 REQ. NO. PR 36959 BID NO. 6987-16 PAGE: 1 of 1 BUYER: T. Smith			Holt Caterpillar						
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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	2	ea.	26' End-Dump Trailer, Load King RH3226, includes manuals options and features per quote	\$6,385.17	\$12,770.34						
2	1	ea.	55 Ton, 3-Axle RGN Lowboy Trailer, Load King 503/554SSSF, includes manuals, options and features per quote	\$81,613.94	\$81,613.94						
3	1	ea.	50-Ton, 3-Axle Folding Neck Lowboy Trailer, Load King 503/4DFP, manuals, options and features per quote	\$98,493.77	\$98,493.77						

TOTAL GROSS PRICE			\$192,878.05				
CASH DISCOUNT							
TOTAL NET PRICE			\$192,878.05				
F.O.B.			DELIVERED	DELIVERED	DELIVERED	DELIVERED	
DELIVERY							

NEXT LOW: LOW: _____ SAVINGS: \$0.00	n/a # IonWave Notifications n/a # IonWave HUBS n/a # Direct Contact HUBS n/a # HUBS Responded	All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. <u>The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.</u>
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GARLAND
PURCHASING EXECUTIVE SUMMARY

Bid 6987-16
Heavy Haul Trailers

Recommended Vendor:
Holt Caterpillar

Total Recommended Award:
\$192,878.05

Basis for Award:
Cooperative Purchase

Purpose:
The purpose of this contract is to purchase four (4) Heavy Haul Trailers to be used by the Street Department in their daily operations.

Evaluation:
These trailers are being provided by Holt Caterpillar through the BuyBoard Purchasing Cooperative Contract 424-13. The pricing reflects a \$65,000 trade-in credit for Motor Grader Unit 469-255.

Recommendation:
Staff recommends awarding the contract for these trailers to Holt Caterpillar.

Funding Information:
831-4693-9007, 831-4693-9009, 692-4699-3981900-9009

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



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

Agenda Item 3. a.

Meeting Date: October 3, 2016

Item Title: Z 16-11 Tailim Song (District 2)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 16-11 Tailim Song

Recommendation/Action Requested and Justification

Consider adoption of the ordinance.

Attachments

Z 16-11 Tailim Song Ordinance

Z 16-11 Tailim Song Attachments

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A DETAIL PLAN FOR FUEL PUMPS, RETAIL; CONVENIENCE STORE; RESTAURANT AND RETAIL STORE ON A 0.76-ACRE TRACT OF LAND ZONED PLANNED DEVELOPMENT (PD) DISTRICT 03-40/41 FOR HEAVY COMMERCIAL USES AND LOCATED AT 1012/1020 SOUTH FIRST STREET; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, at its regular meeting held on the 13th day of June, 2016, the Plan Commission did consider and make recommendations on a certain request for approval of a Detail Plan made by **Tailim Song**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving a Detail Plan for Fuel Pumps, Retail; Convenience Store; Restaurant and Retail Store on a 0.76-acre tract of land zoned Planned Development (PD) District 03-40/41 for Heavy Commercial Uses and located at 1012/1020 South First Street and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

ZONING FILE NO. Z 16-11

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 16-11

BEING all that certain lot, tract or parcel of land situated in the City of Garland, County of DALLAS, State of Texas, and being a part of the W.R. CARTER SURVEY, ABSTRACT NO. 323, and being more particularly described as follows:

BEGINNING at the intersection of the North line of Casalita Drive and the East line of South First Street;

THENCE North 0 degrees 01 minutes East, with the East line of South First Street, 174.27 feet to an iron stake for corner;

THENCE North 89 degrees 36 minutes East, 190.00 feet to a point in the West line of Routh Terrace No. 1, an Addition to the City of Garland, an iron stake for corner;

THENCE South 0 degrees 01 minutes West with the West line of said Addition 174.27 feet to a point in the North line of Casalita Drive, an iron stake for corner;

THENCE South 89 degrees 36 minutes West with the North line of Casalita Drive, 190.00 feet to the POINT OF BEGINNING and CONTAINING 0.76 acres of land, more or less. The subject property is located at 1012/1020 South First Street.

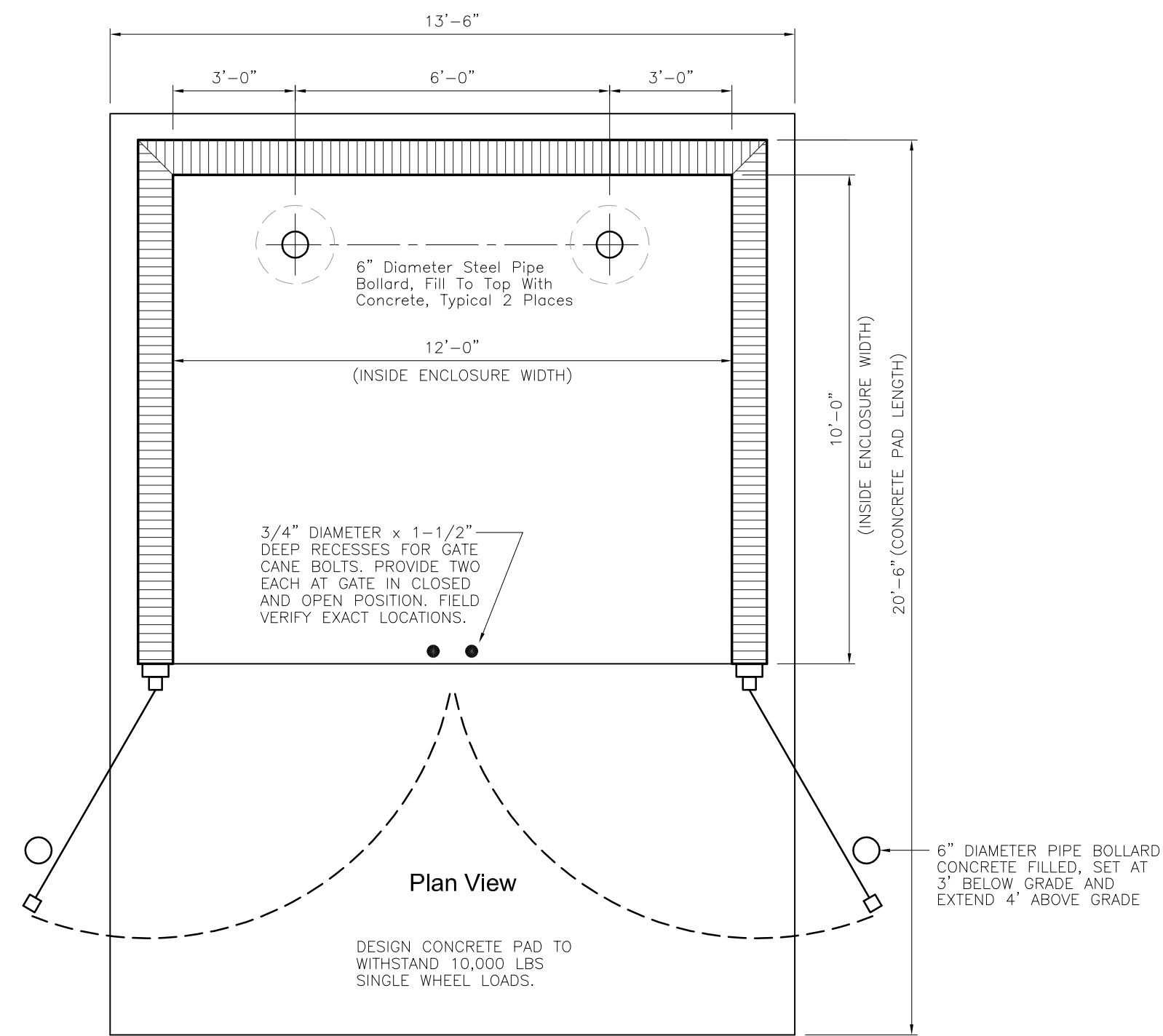
EXHIBIT A

PLANNED DEVELOPMENT CONDITIONS

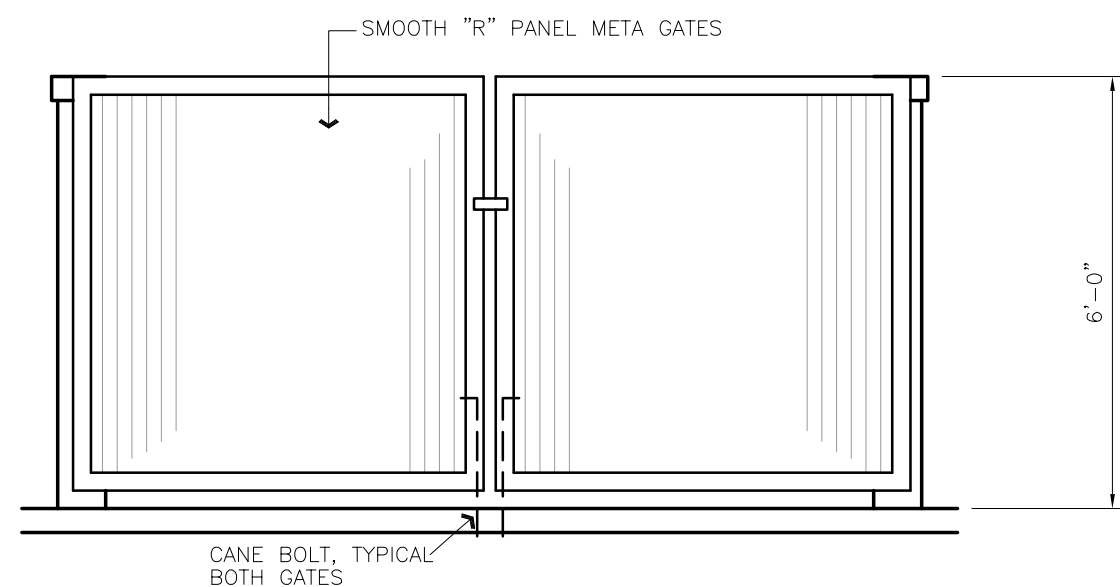
ZONING FILE Z 16-11

- I. Statement of Purpose:** The purpose of this Planned Development is to permit the development of Fuel Pumps, Retail; Convenience Store; Restaurant; and Retail Store subject to conditions.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Heavy Commercial (HC) District as set forth in Chapter 2 of the Garland Development Code and Planned Development (PD) District 03-40/41 are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Detail Plan:** Development shall be in general conformance with the Detail Plan labeled Exhibit C. In the event there is conflict between the exhibits and the Specific Regulations below, the Specific Regulations shall apply.
- V. Specific Regulations:**
- A. Permitted Uses: As permitted in Planned Development (PD) District 03-40/41.
- B. Screening and Landscaping: Screening and landscaping shall be in general conformance with the landscape plan labeled Exhibit D.
- All applicable screening and landscape regulations in the Garland Development Code shall be met; however, the width of the landscape buffers is permitted to be reduced to no less than 6 feet.
- C. Elevations: Building elevations shall be in general conformance with the elevations labeled Exhibit E.
- D. Signage: Freestanding signage and attached signage shall comply with the applicable regulations in the Garland Development Code, except that freestanding pole signs shall not be located less than 10 feet to

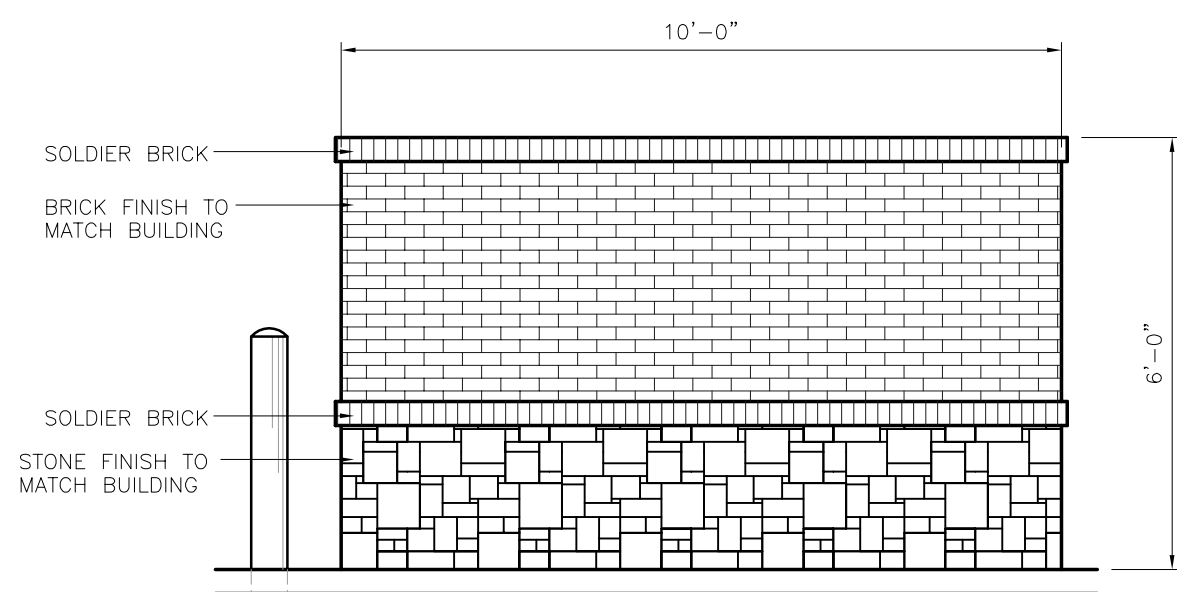
the street right-of-way and shall be limited to a height of 10 feet and a sign area of 75 square feet. Freestanding monument signs may be located as near as 5 feet to the street right-of-way and shall be limited to a height of 7 feet and a sign area of 50 square feet.



6" DIAMETER PIPE BOLLARD CONCRETE FILLED, SET AT 3" BELOW GRADE AND EXTEND 4" ABOVE GRADE

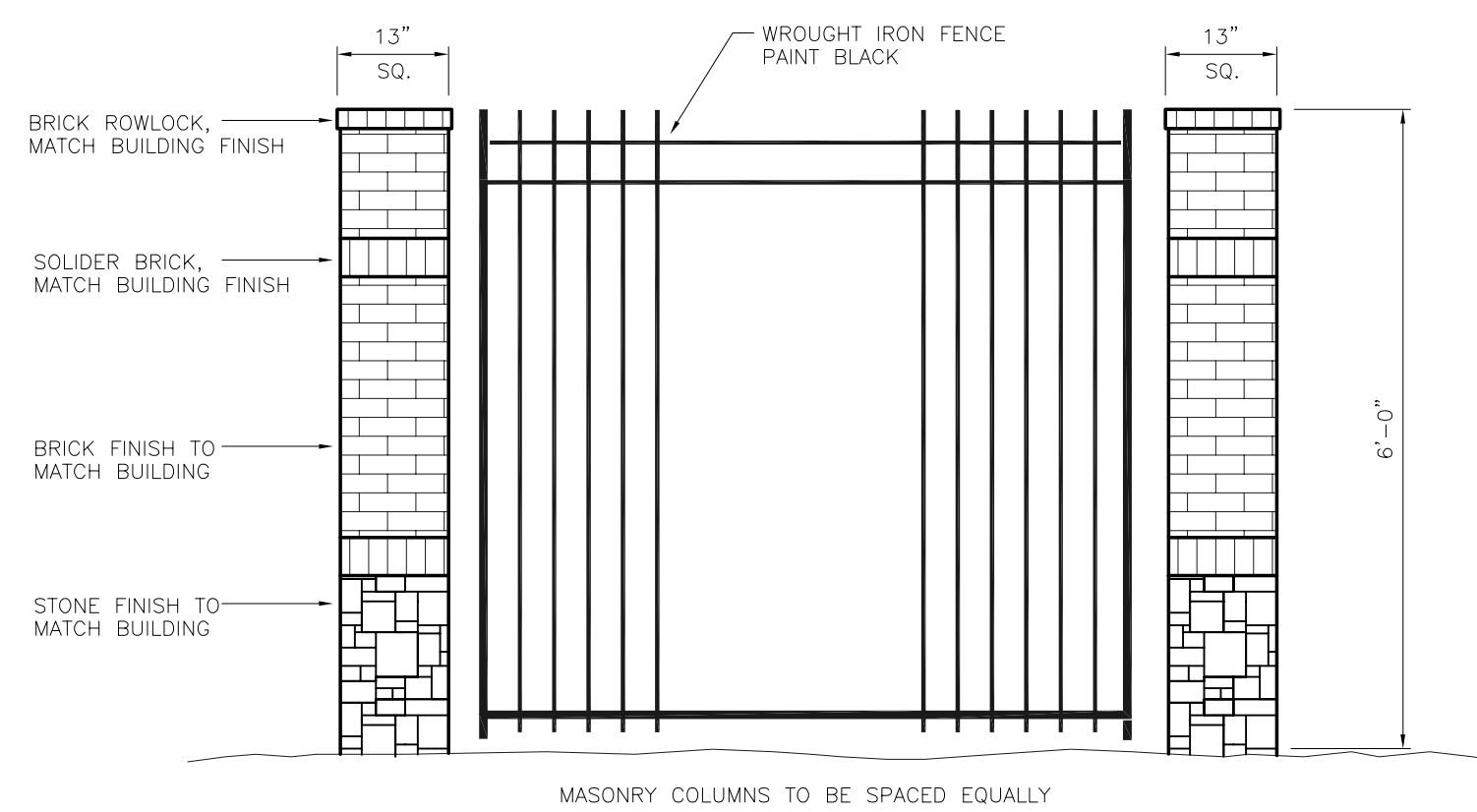


Front Elevation

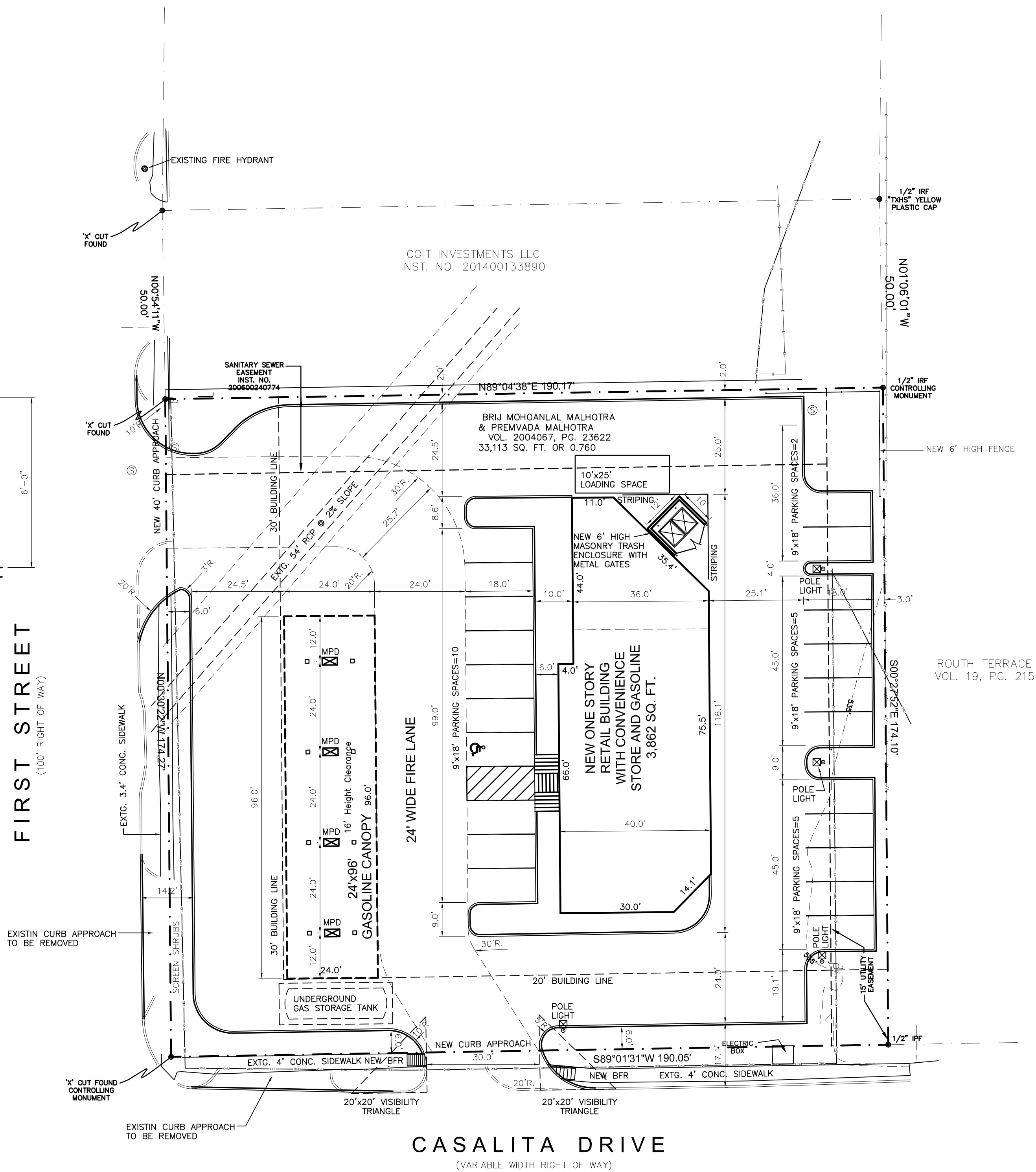


Side Elevation

02 MASONRY ENCLOSED TRASH ENCLOSURE
SCALE: NONE

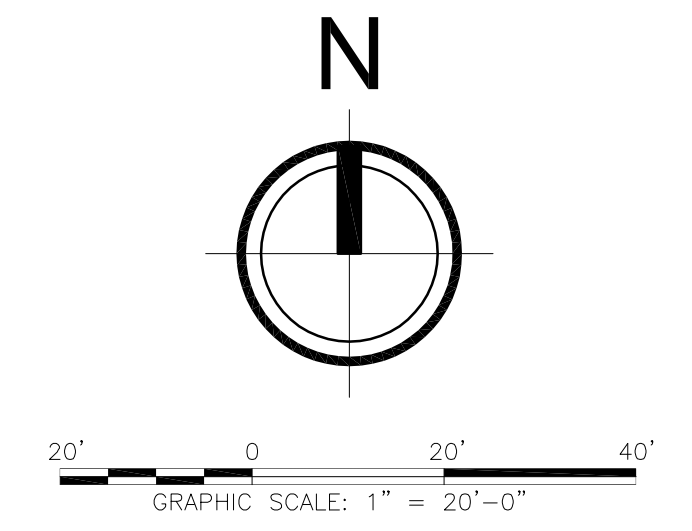
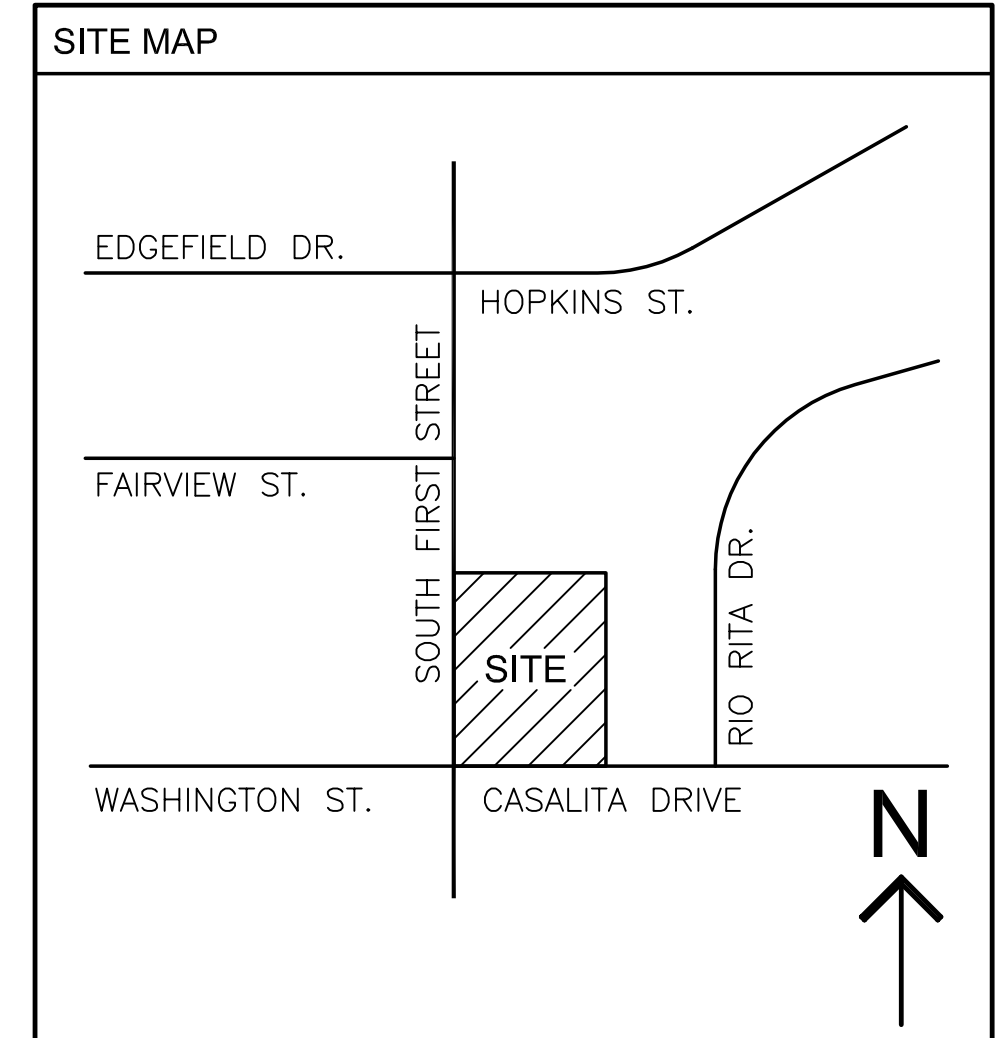


03 SIX FOOT HIGH SCREENING FENCE
SCALE: NONE



01 SITE PLAN
SCALE: 1"=20'-0"

SITE PLAN ANALYSIS	
LOT LEGAL DESCRIPTION	
LOT:	
BLOCK:	
ADDITION:	
ZONING REGULATIONS	
CURRENT ZONING:	PD03-40141 (HEAVY COMMERCIAL)
PROPOSED ZONING:	PD03-40141 (HEAVY COMMERCIAL)
CONSTRUCTION TYPE	
CONSTRUCTION TYPE:	V-B
PROPOSED USES	
CONVENIENCE STORE WITH GASOLINE AND FAST FOOD SALES	
LOT AREA	
33,113 SQUARE FEET / 0.76 ACRES	
BUILDING AREA	
TOTAL BUILDING AREA:	3,862 SQUARE FEET
BUILDING HEIGHT REGULATIONS	
OVERALL HEIGHT PROPOSED:	
BUILDING HEIGHT ALLOWED:	
BUILDING SET BACK REGULATIONS	
FRONT BUILDING SETBACK:	30.0 Feet
SIDE BUILDING SETBACK:	20.0 Feet
REAR BUILDING SETBACK:	0.0 Feet
OFF STREET PARKING REGULATIONS	
1 PARKING SPACE/250 SQ. FT.	
SPACE REQUIRED:	21 SPACES
SPACE PROVIDED:	22 SPACES
LOT COVERAGE	
TOTAL LOT AREA:	33,113 SQ. FT.
BUILDING SQ. FT.:	3,862 SQ. FT.
GAS CANOPY SQ. FT.:	2,304 SQ. FT.
TOTAL SQ. FT.:	6,166 SQ. FT.
COVERAGE PERCENTAGE:	19 PERCENT



REVISIONS	NO.	DATE	DESCRIPTION

JB-MART
1012 SOUTH FIRST STREET
GARLAND, TEXAS 75040

DEVELOPER

GENERAL CONTRACTOR

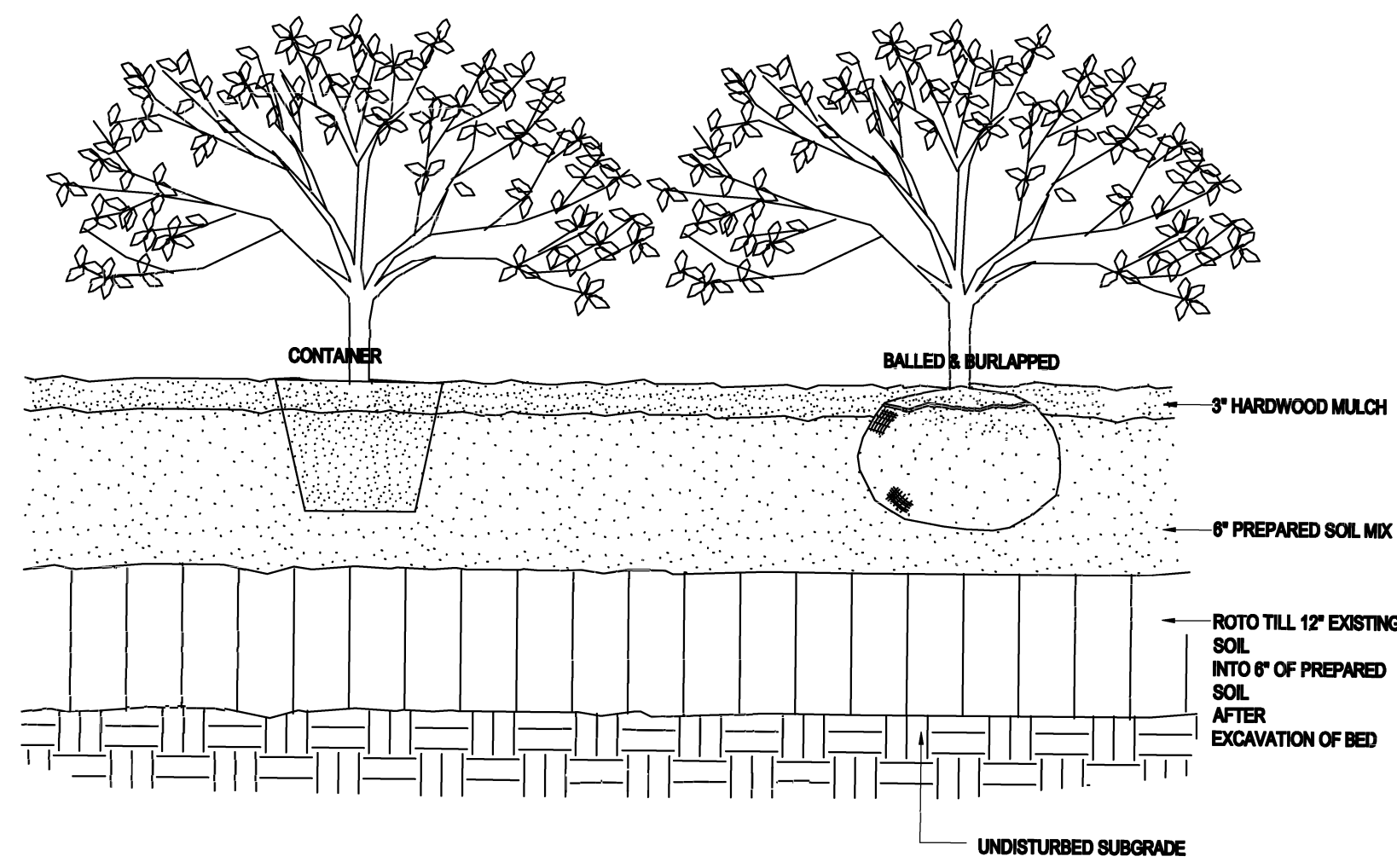
SHEET NAME
SITE PLAN

DRAWN BY

CHECKED BY

ISSUE DATE

PROJECT NO.
SCALE 1"=20'-0"
REVISED DATE 7.22.16
SHEET
SP1



shrub planting detail

NTS

planting notes

1. USE 1/2"x4" STEEL EDGING (PAINTED GREEN).
2. USE 4" "GOOD EARTH" OR EQUIVALENT PLANTING MIX FOR BED PREPARATIONS. ROTOTILL BED MIX TO THE DEPTH OF 12" MINIMUM.
3. ALL THE LAWN AREAS TO BE HYDROMULCHED BERMUDA GRASS. REPLACE ALL THE DAMAGED EXISTING LAWN AREAS AS NEEDED.
4. TOP DRESS ALL THE PLANTING BED AREAS WITH 2" DEEP HARD WOOD MULCH, AFTER PLANTING OPERATIONS.
5. THE SITE WILL BE IRRIGATED WITH BELLOW GRADE AUTOMATIC IRRIGATION SYSTEM WITH FREEZE SENSOR, THAT IS CAPABLE OF PROVIDING THE PROPER AMOUNT OF WATER FOR PARTICULAR TYPE OF PLANT MATERIAL USED.

landscape area

TOTAL SITE AREA : 33,113 SF (0.76 AC).
 OPEN AREA PROVIDED : 4,034 SF (12 % OF SITE AREA).
 TOTAL IMPERVIOUS AREA : 28,976 SF (INCLUDING BLDG. AREA).
 TOTAL NUMBER OF PARKING SPACES : 22.
 PARKING AREA LANDSCAPE 5% MIN.
 PROVIDED 26% (1,060 SF)

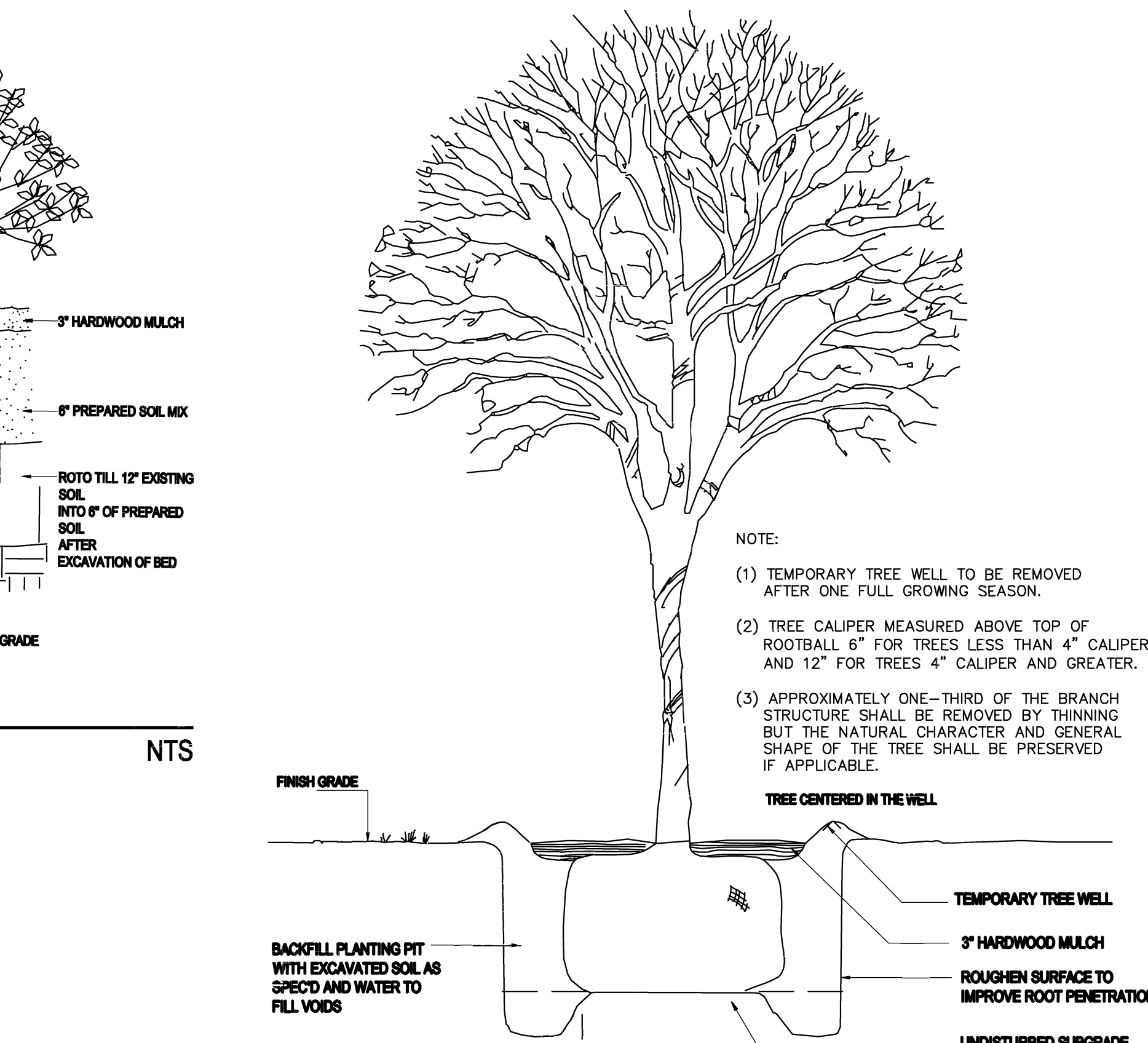
planting requirement

FIRST STREET (173 LF FRONTAGE)
 LANDSCAPE BUFFER PLANTING :
 LARGE TREES REQUIRED : 6 - 3" CAL.
 PROVIDED : 5 - 4" CAL. SHADE TREES
 3 - ORNAMENTAL TREES

CASALITA DRIVE (190 LF FRONTAGE)
 LARGE TREES REQUIRED : 7 - 3" CAL.
 PROVIDED : 7 - 4" CAL.

SURFACE PARKING LOT LANDSCAPING (22 SPACES)
 LARGE TREE REQUIRED : 3 - 3" CAL.
 PROVIDED : 4 - 4" CAL.

PROVIDED PARKING LOT SCREENING.



tree planting detail

NTS

tree mitigation

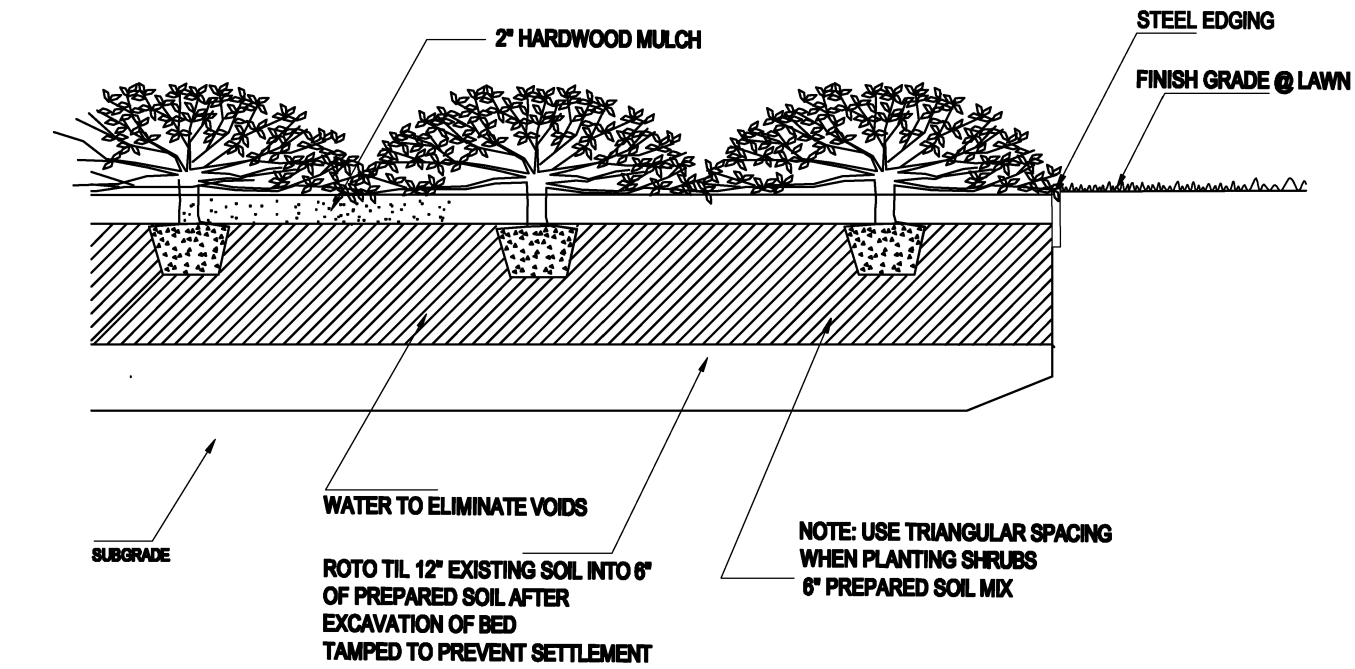
existing tree listing

COMMON NAME	CAL. SIZE	MITIGATION RATIO
01 COTTON WOOD (R)	12"	.25 : 1 = 3"
02 ASH (R)	8"	1 : 1 = 8"
03 COTTON WOOD (R)	12"	.25 : 1 = 3"
04 AMERICAN ELM (R)	24"	2 : 1 = 48"
05 COTTON WOOD (R)	18"	.25 : 1 = 4.5"
06 COTTON WOOD (R)	14"	.25 : 1 = 3.5"
07 COTTON WOOD, dead (R)	24"	-0-
08 COTTON WOOD (R)	12"	.25 : 1 = 3"
09 COTTON WOOD (R)	10"	.25 : 1 = 2.5"
10 AMERICAN ELM (R)	12"	1 : 1 = 12"

TOTAL MITIGATION REQUIRED : 87.5 CAL. INCHES.
 PROVIDED : 64 CAL. INCHES.

plant schedule

QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
TREES				
3	Texas Red Oak	Quercus shumardii "Texana"	4" Caliper	12 -14' ht., 6-7" sp., full matching
4	Lacebark Elm	Ulmus parvifolia	4" Caliper	10 -12' ht., 5-6" sp., full matching
1	Live Oak	Quercus virginiana	4" Caliper	12 -14' ht., 5-6" sp., full matching
3	Chinkapin Oak	Quercus muhlenbergi	4" Caliper	10 -12' ht., 5-6" sp., full matching
5	Chinese Pistache	Pistacio chinensis	4" Caliper	8' - 10' ht., 5-6" sp., full matching
3	Crape Myrtle (red)	Lagerstroemia indica		8' - 10' ht. multi trunk, full matching
SHRUBS				
35	Abelia	Abelia grandiflora	5 gal. 24" ht. full pot, well rooted, 36" O.C.	
31	Burford Holly	Ilex burfordi	5 gal. 24" ht. full pot, well rooted, 36" O.C.	
11	NRS Holly	Ilex 'Nelle R.Stevens'	5 gal. 36" ht. full pot, well rooted, 48" O.C.	
96	Mexican Feather Grass	Nassella tenuissima	1 gal. full pot, well rooted, 24" O.C.	
9	Indian Hawthorn	Rhaphiolepis indica	3 gal. full pot, well rooted.	
15	Salvia Greggii (red)	Salvia Greggii	1 gal. full pot, well rooted.	
GROUNDCOVERS, & LAWN				
	Burmudagrass	Cynodon dactylon	hydromulched	



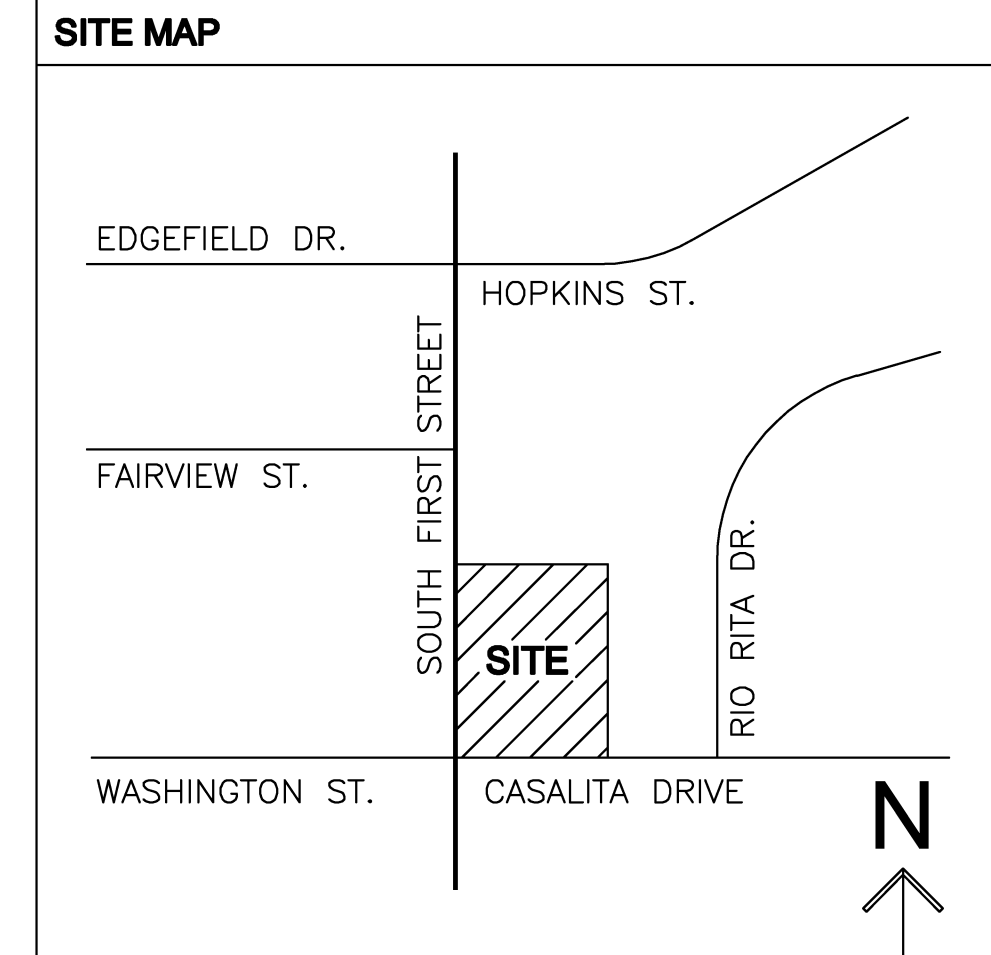
ground cover planting detail

NTS

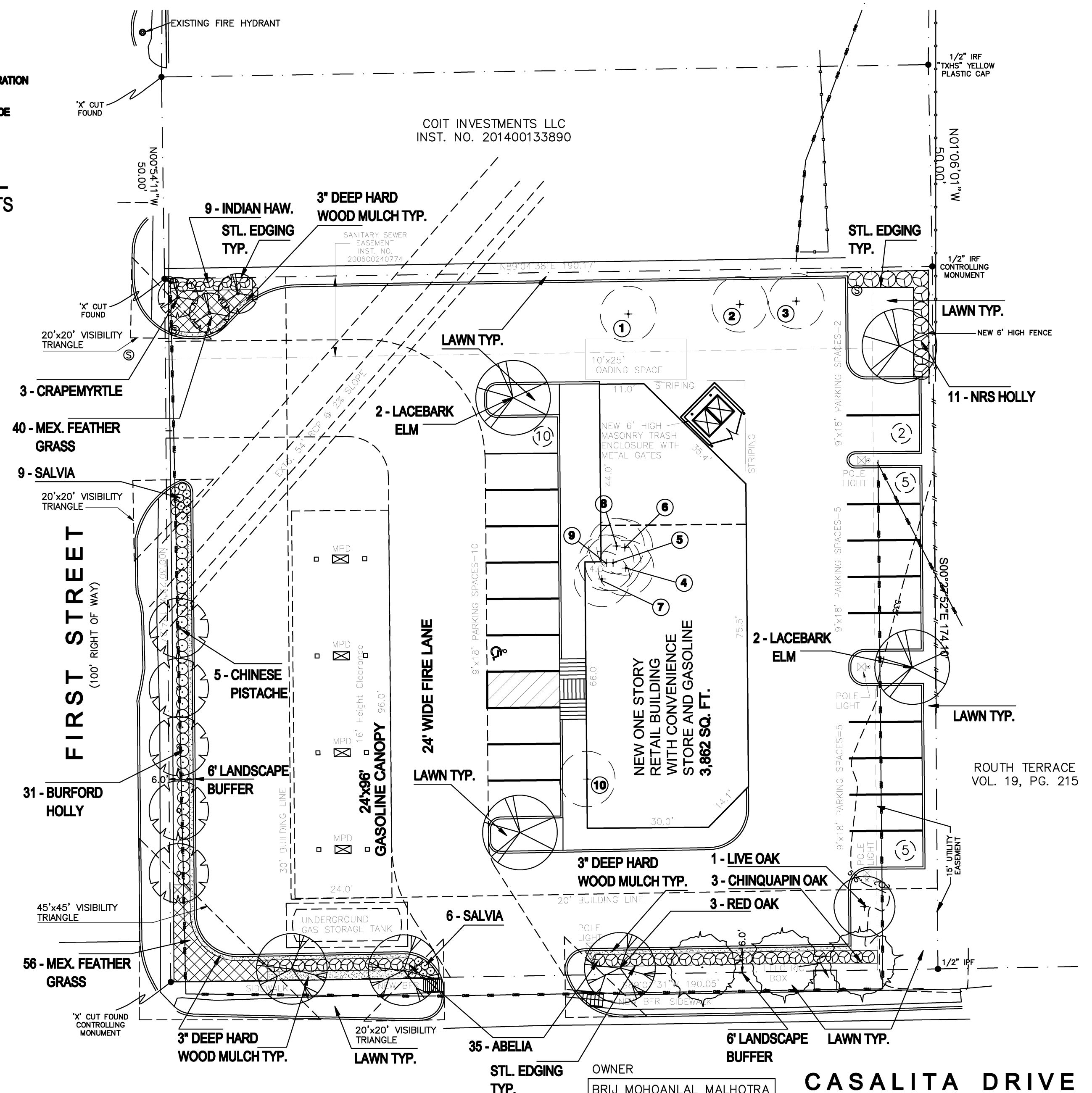
legend



EXISTING TREE REMOVE (R)



TREE SURVEYOR
PEISER & MANKIN SURVEYING, LLC
 623 E. DALLAS ROAD
 GRAPEVINE, TX. 76051, 817. 481.1806
 matthew@peisersurveying.com



PLANTING PLAN

SCALE : 1" = 20' - 0".

aroids

landscape architects

5901 Indian Hills drive - garland - texas 75044 - 214-403-2034

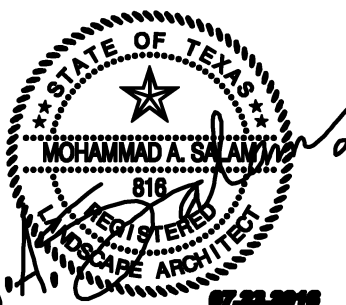
JB - MART

1012 SOUTH FIRST STREET
GARLAND, TEXAS, 75040

revision

- △ MAY. 20, 2016
- △ JUL 11, 2016
- △ JUL 23, 2016

shown
LANDSCAPE
PLAN

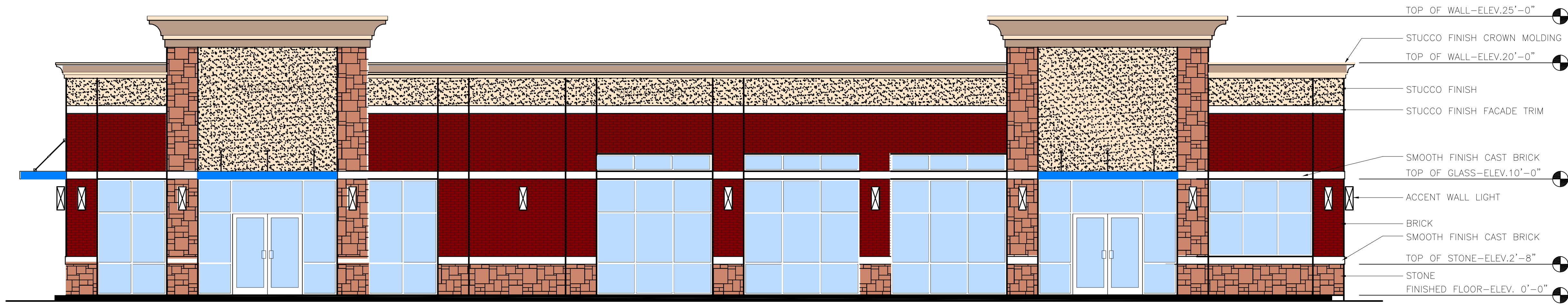


date

MAY. 12, 2016

sheet

LP.01



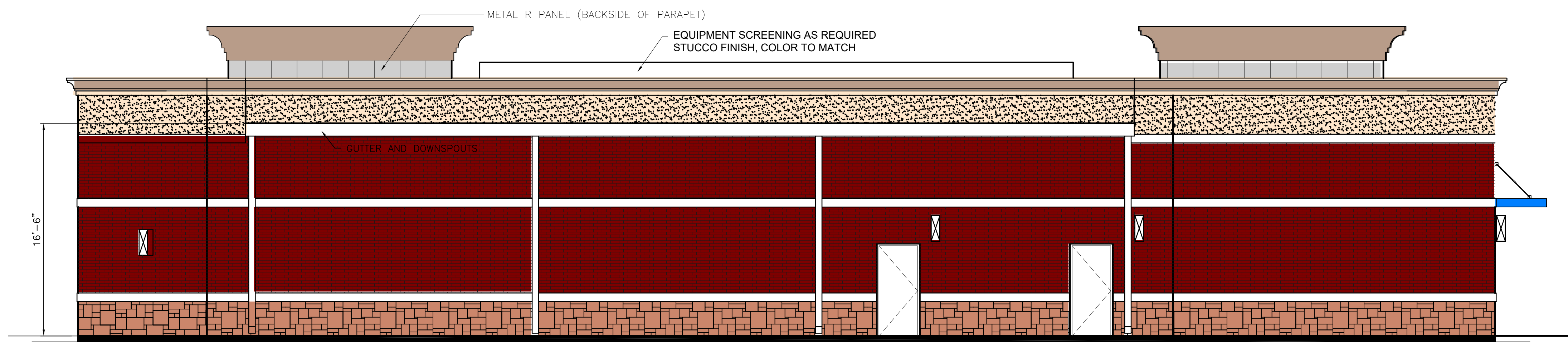
ARCHITECTURAL ELEMENTS USED:

1. METAL AWNINGS
2. DISPLAY WINDOWS
3. TRANSOMS
4. ORNAMENTAL WINDOW HEADERS
5. VARIED ROOF HEIGHTS
6. ORNAMENTAL FACADE TRIMS

WEST ELEVATION MASONRY PERCENTAGE:

1. STOREFRONT DOOR AND WINDOWS	32%
2. STONE FINISH	14%
3. BRICK FINISH	23%
4. STUCCO FINISH	21%
5. ORNAMENTAL STUCCO FINISH	5%
6. SMOOTH FINISH CAST BRICK	5%

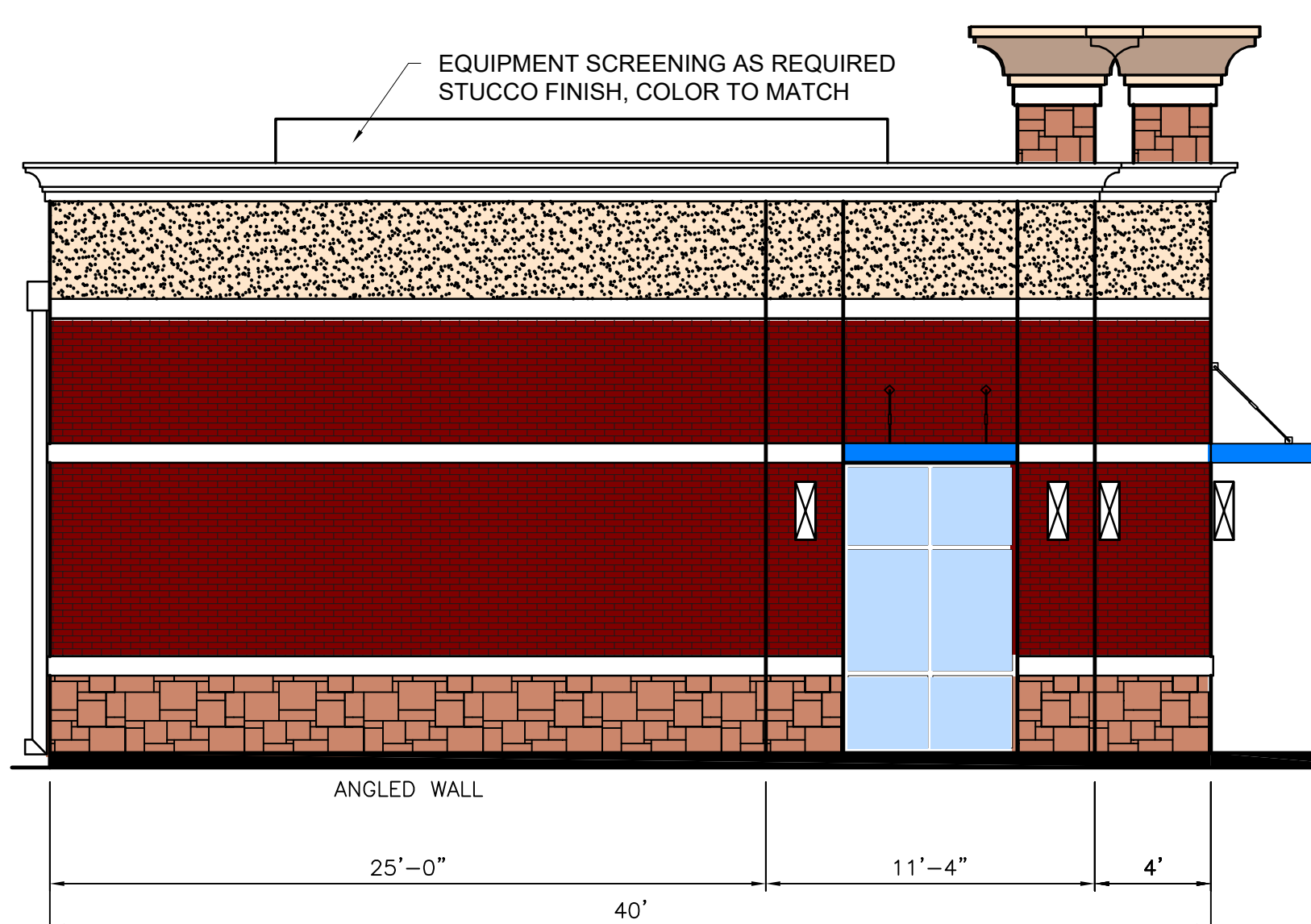
01 WEST ELEVATION (LOOKING FROM FIRST STREET)
Scale: 3/16"=1'-0"



EAST ELEVATION MASONRY PERCENTAGE:

1. STONE FINISH	21%
2. BRICK FINISH	48%
3. STUCCO FINISH	18%
4. ORNAMENTAL STUCCO FINISH	6%
5. SMOOTH FINISH CAST BRICK	7%

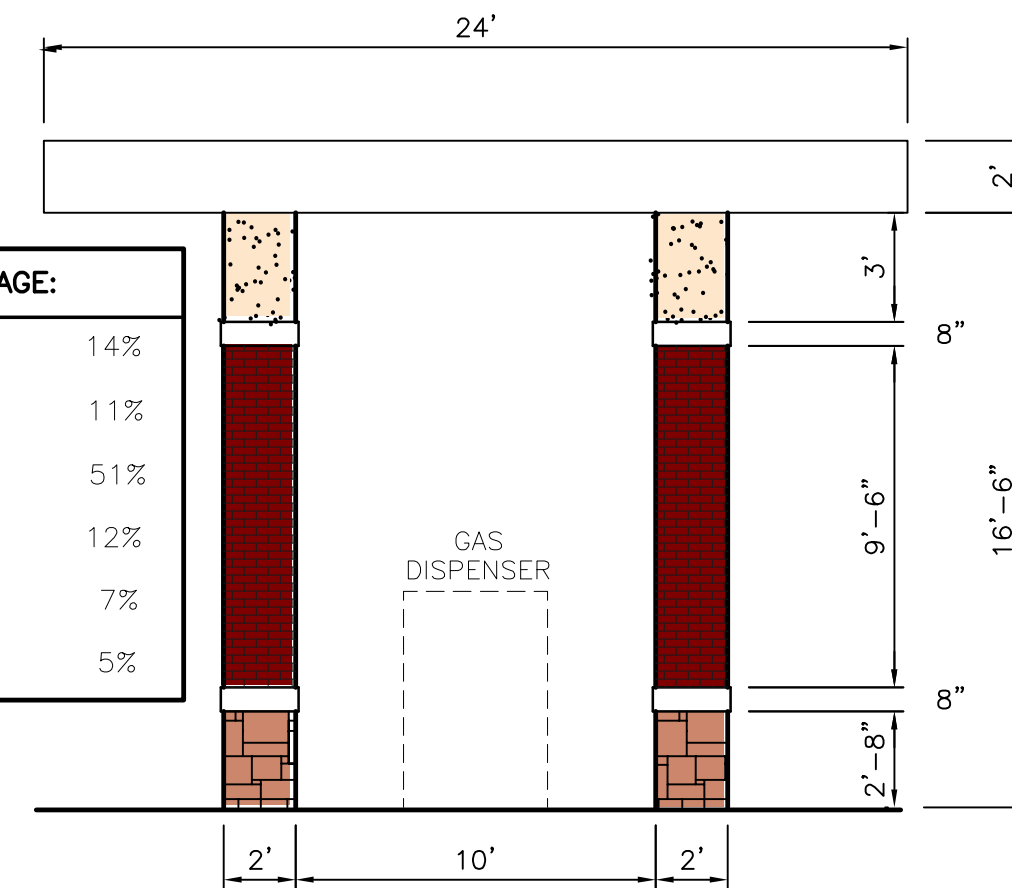
02 EAST ELEVATION (LOOKING FROM REAR OF BUILDING)
Scale: 3/16"=1'-0"



NORTH ELEVATION MASONRY PERCENTAGE:

1. STOREFRONT DOOR AND WINDOWS	14%
2. STONE FINISH	11%
3. BRICK FINISH	51%
4. STUCCO FINISH	12%
5. ORNAMENTAL STUCCO FINISH	7%
6. SMOOTH FINISH CAST BRICK	5%

03 NORTH ELEVATION
Scale: 3/16"=1'-0"



SOUTH ELEVATION MASONRY PERCENTAGE:

1. STONE FINISH	14%
2. BRICK FINISH	58%
3. STUCCO FINISH	12%
4. ORNAMENTAL STUCCO FINISH	6%
5. SMOOTH FINISH CAST BRICK	10%

04 SOUTH ELEVATION (LOOKING FROM CASALITA)
Scale: 3/16"=1'-0"

REVISIONS	DATE	DESCRIPTION

DEVELOPER

GENERAL CONTRACTOR

SHEET NAME
EXTERIOR ELEVATIONS

DRAWN BY
CHECKED BY
SCALE 3/16"=1'-0"
PROJECT NO.
ISSUE DATE 4.4.2016
REVISED DATE
SHEET

EX1

OF



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

Agenda Item 3. b.

Meeting Date: October 3, 2016

Item Title: Z 16-19 Jay Woo (District 4)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 16-19 Jay Woo

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Attachments

Z 16-19 Jay Woo Ordinance

Z 16-19 Jay Woo Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) A DETAIL PLAN FOR RESTAURANT, DRIVE-THROUGH AND 2) A SPECIFIC USE PROVISION FOR A RESTAURANT, DRIVE-THROUGH ON PROPERTY ZONED PLANNED DEVELOPMENT (PD) 13-32 DISTRICT FOR (LIMITED) COMMUNITY RETAIL, ON A 0.918-ACRE TRACT OF LAND LOCATED AT THE NORTHWEST INTERSECTION OF BROADWAY BOULEVARD AND GUTHRIE ROAD PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 22nd day of August, 2016, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Jay Woo**; and

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

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

Section 1.

The Garland Development Code is hereby amended by approving 1) a Detail Plan for Restaurant, Drive-Through and 2) a Specific Use Provision for a Restaurant, Drive-Through on property zoned Planned Development (PD) 13-32 District for (Limited) Community Retail, on a 0.918-acre tract of land located at the north west intersection of Broadway Boulevard and Guthrie Road providing for conditions, restrictions, and regulations; and providing for a penalty and an effective date.

Section 2.

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

Section 3.

FILE NO. 16-19

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

Section 4.

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

Section 5.

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

PASSED AND APPROVED this _____ day of _____, 2016.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File 16-19

being a part of Lot 1R, Block 1, of Beltline-30 Shopping Center No. 3 Replat, an addition to the City of Garland, Texas, recorded under Dallas County Clerk's File Number 200900265772 of the Official Public Records of Dallas County, Texas, (O.P.R.D.C.T.), as conveyed by Anna Gray McLendon, Claire Noe Koch and Robert Joshua Koch, Jr., to Garland Pro-Pretty, L.T.D., a Texas limited partnership, by Special Warranty Deed recorded under Dallas County Clerk's File Number 200503626987, O.P.R.D.C.T.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 16-19

NORTHWEST INTERSECTION OF BROADWAY BOULEVARD

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

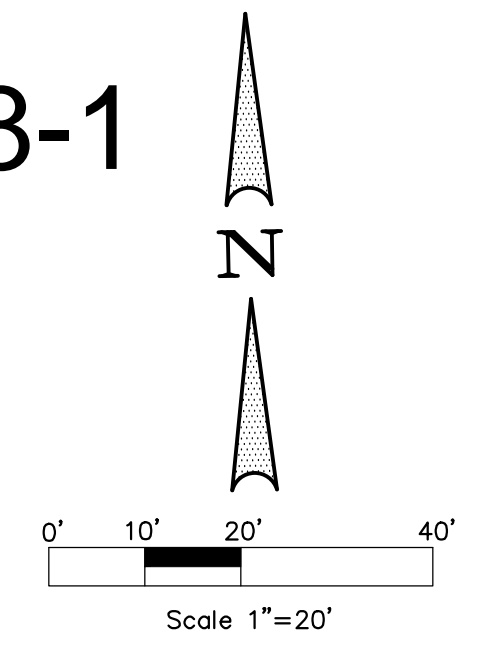
SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 16-19

NORTHWEST INTERSECTION OF BROADWAY BOULEVARD

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

Case #151008-1



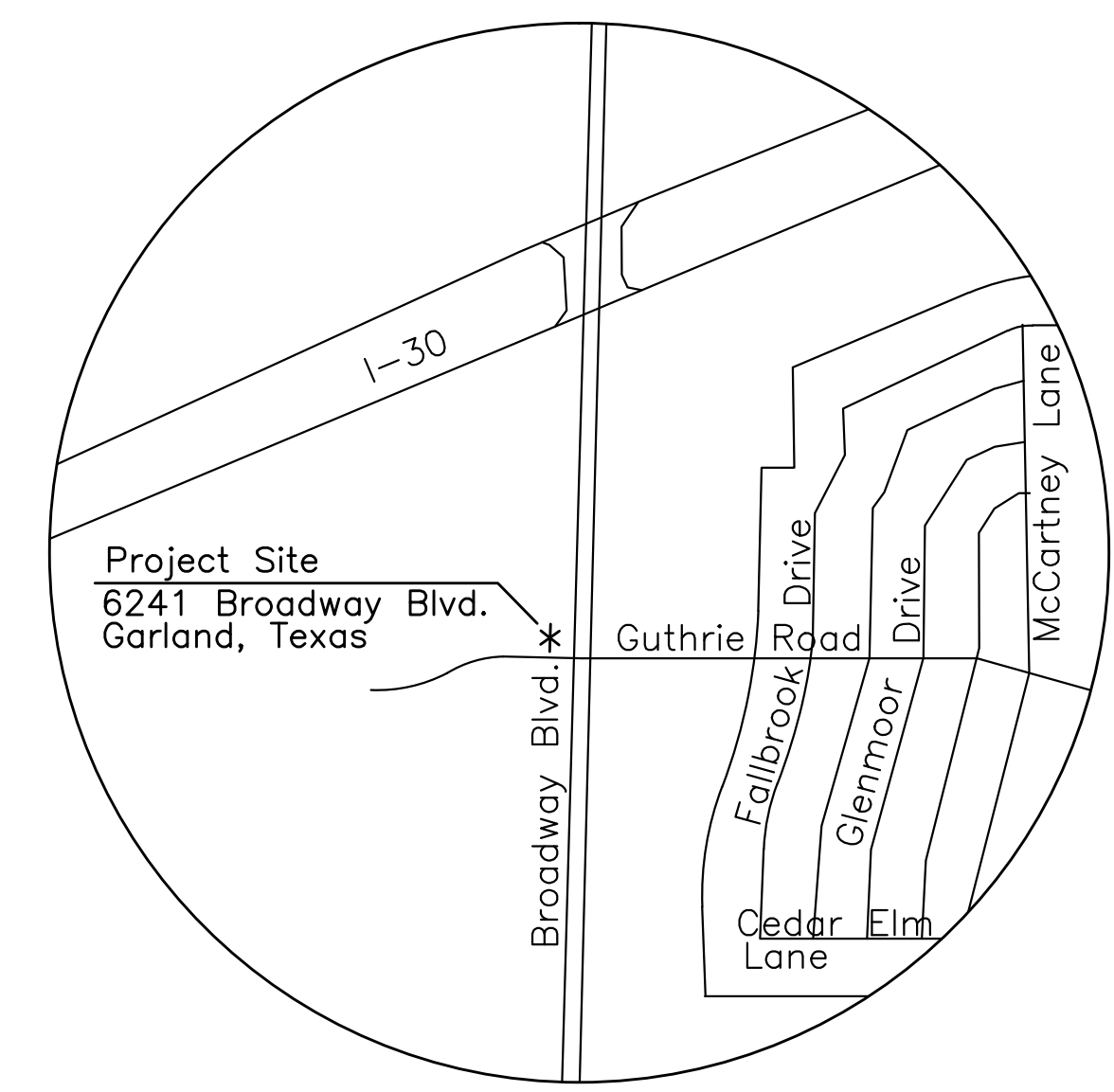
LEGEND	
TC	EXISTING TOP OF CURB
TSW	EXISTING TOP OF SIDEWALK
GT	EXISTING GUTTER
TELP	EXISTING TELEPHONE PEDESTAL
BL	EXISTING BOLLARD
INLET	EXISTING CURB INLET
PP	EXISTING POWER POLE
WV	EXISTING WATER VALVE
LP	EXISTING LIGHT POST
GM	EXISTING GAS METER
⊙	EXISTING FIRE HYDRANT
TMH	EXISTING TELEPHONE MANHOLE
SSMH	EXISTING SANITARY SEWER MANHOLE
○	PROPOSED STREET LIGHT
→	GW EXISTING GUY WIRE
⊙	STS EXISTING TRAFFIC SIGNAL LIGHT POLE
⊞	TSB EXISTING TRAFFIC SIGNAL BOX
—W—W—W—	EXISTING WATER LINE
—SS—SS—	EXISTING SANITARY SEWER LINE
—STM—STM—	EXISTING STORM SEWER LINE
—X—X—X—X—X—X—	EXISTING CHAINLINK FENCE
—G—G—G—	EXISTING GAS LINE
—OHU—OHU—	EXISTING OVERHEAD POWER LINE
—675—	EXISTING CONTOUR
—675—	PROPOSED CONTOUR

DUMPSTER GENERAL NOTE:

- DUMPSTER TO BE SCREENED BY EIGHT-FOOT MASONRY WALL TO MATCH BUILDING WITH EIGHT-FOOT SOLID METAL GATE PER CITY DETAIL.
- GREASE RECYCLING CONTAINER CAN NOT BE STORED INSIDE DUMPSTER ENCLOSURE WITHOUT ADDING TO THE ENCLOSURE SIZE.

GENERAL NOTE:

- NO LANDSCAPING SUCH AS TREES, HEDGES, OR STRUCTURES ABOVE AND UNDERGROUND SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENT AND RIGHT OF WAY.
- PUBLIC RIGHT OF WAY, EASEMENTS, AND COMMON AREAS MUST BE STABILIZED W/PERENNIAL VEGETATION COVER, FULLY ESTABLISHED W/100% COVERAGE, OR OTHER APPROVED STABILIZATION METHOD.

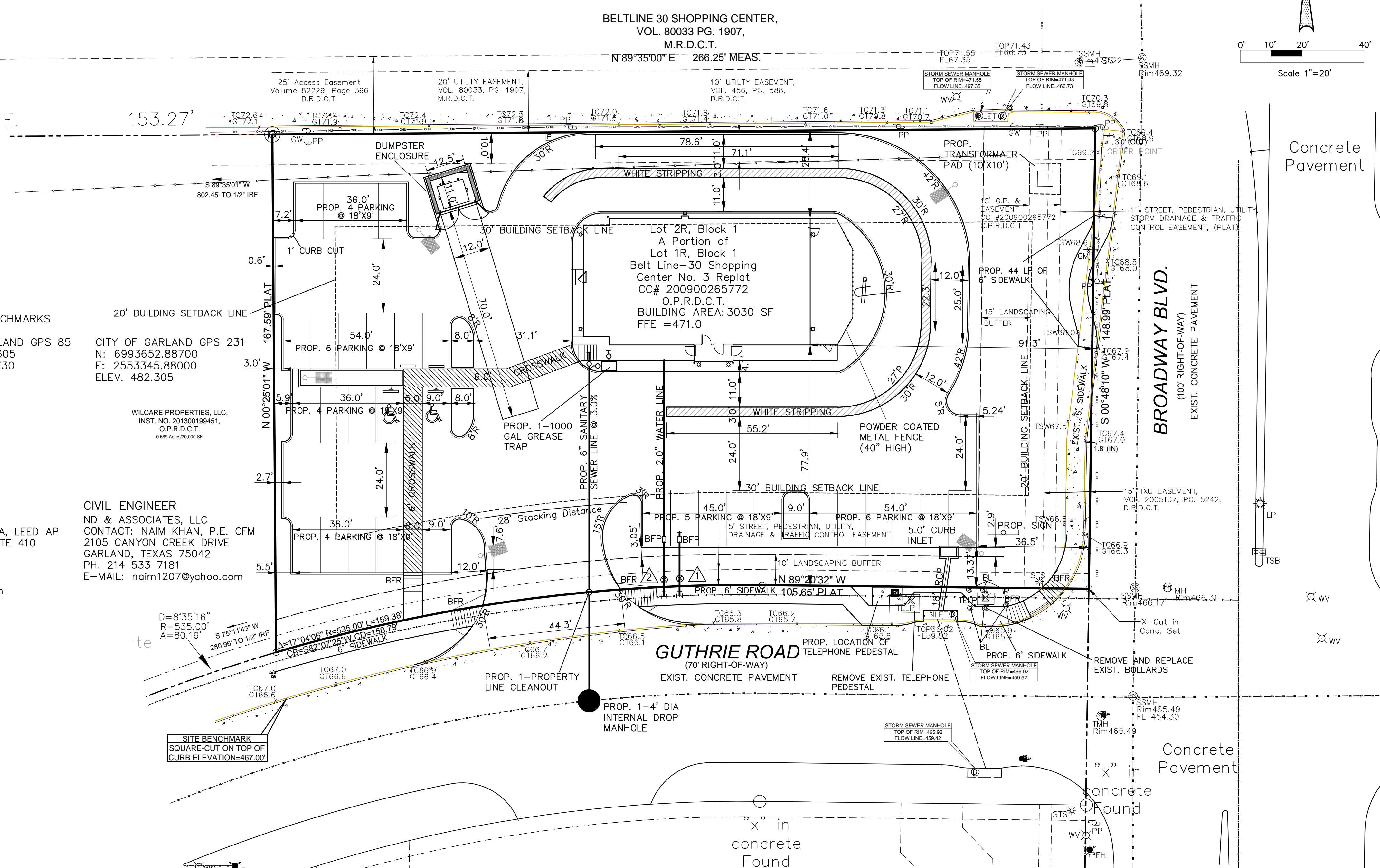


PROJECT BENCHMARKS

CITY OF GARLAND GPS 85
N: 7003340.305
E: 2555272.730
ELEV. 505.46

CITY OF GARLAND GPS 231
N: 6993652.88700
E: 2553345.88000
ELEV. 482.305

WILCARE PROPERTIES, LLC.
INST. NO. 201300199451,
O.P.R.D.C.T.
0.889 Acres/20,000 SF



CIVIL ENGINEER
ND & ASSOCIATES, LLC
CONTACT: NAIM KHAN, P.E. CFM
2105 CANYON CREEK DRIVE
GARLAND, TEXAS 75042
PH. 214 533 7181
E-MAIL: naim1207@yahoo.com

DEVELOPER/OWNER & APPLICANT
Happy Dream, Inc.
Contact: Eric Kim
9201 Bluewater Drive
Plano, Texas 75025
Ph. 469 358 9800
E-mail: TULY1206@yahoo.com

ARCHITECT
ROUUM DESIGN & BUILD
CONTACT: JAY WOO
2964 LBJ FRWY, SUITE 302
DALLAS, TEXAS 75234
PH. 214 908 1139 (C)
E-MAIL: cayreer@gmail.com

FK DESIGN
CONTACT: FAHIM KHAN, RA, LEED AP
400 CHISHOLM PLACE, SUITE 410
PLANO, TEXAS 75075
PH. 972 424 1325 (W)
469 258 9322 (C)
E-MAIL: fahim2582@aol.com
WEB: fk-architects.com

WATER METER SCHEDULE

I.D.	TYPE	SIZE	NO.	SAN. SEWER	REMARKS
△	IRRIGATION	1.0"	1	N/A	PROPOSED
△	DOMESTIC	2.0"	1	6"	PROPOSED

WATER & SANITARY SEWER NOTE:

- 2.0" WATER METER WITH 2.0" WATER LINE WILL BE INSTALLED FOR DOMESTIC WATER LINE. SERVICE FOR DOMESTIC WATER SERVICE WILL BE INSTALLED BY THE OWNER/DEVELOPER AT OWNER'S EXPENSE.
- 1" WATER METER AND SERVICE FOR IRRIGATION WATER SERVICE WILL BE INSTALLED BY THE OWNER/DEVELOPER AT OWNER'S EXPENSE.
- ANY WATER OR SANITARY SEWER SERVICE LOCATED OUTSIDE OF STREET ROW SHALL BE INSTALLED BY A STATE LICENSED PLUMBER AND BE INSPECTED BY CODE ENFORCEMENT.

SITE DATA SUMMARY TABLE

ZONING	PD 13-32 FOR COMMUNITY RETAIL
PROPOSED LAND USE	RESTAURANT
LOT AREA (square feet & acres)	40,000 SF ± (0.918 AC±)
BUILDING AREA (square feet & acres)	3,030 SF
OCCUPANCY GROUP	A2
STORY	1
MAXIMUM HEIGHT	24 feet
PARKING	
PARKING RATIO (from general development ordinance)	1 PARKING SPACE PER 100 SF
REQUIRED PARKING (# SPACES)	31 SPACES (3,030/100)
PROVIDED PARKING:	31 SPACES
IMPERVIOUS AREA	
IMPERVIOUS AREA (Including building, pavement, parking, sidewalk & dumpster area)	28,646 SF
IMPERVIOUS AREA RATIO (Impervious Area/Total Lot Area)	71.61%

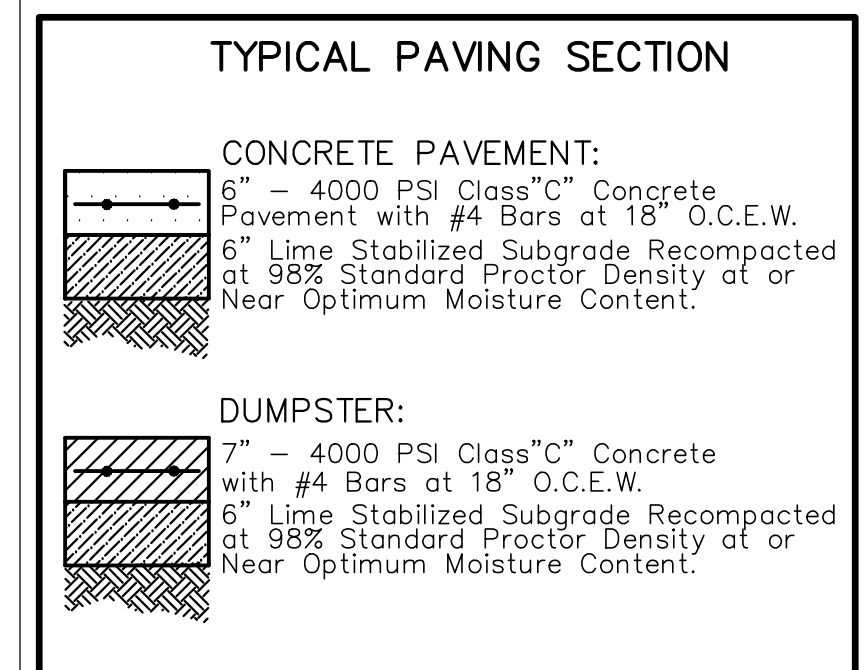
ACCESS EASEMENT AGREEMENT
Called 2.403 Acres
RACETRAC PETROLEUM INC.
CC# 20070160316
O.P.R.D.C.T.
(10n)

30' Garland Power & Light Electric Pad Easement
CC# 200900265772
O.P.R.D.C.T.

SITE BENCHMARK:
15.64' SOUTH OF SOUTH WEST PROPERTY CORNER
SQUARE-CUT ON TOP OF CURB
ELEVATION=467.00'

20' Drainage Easement
CC# 200900265772
O.P.R.D.C.T.

11' Utility, Street, Pedestrian, Storm Drainage & Traffic Control Easement
CC# 200900265772

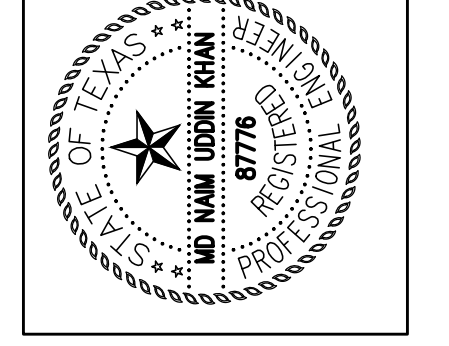


Captain D's Seafood Kitchen
A Portion of Lot 1R, Block 1
Belt Line-30 Shopping Center No. 3 Replat
CC# 200900265772, P.R.D.C.T., Dallas County, TEXAS
0.918 Acres/40,000 SF
Developer/owner: Happy Dream, Inc.
Contact: Eric Kim
9201 Bluewater Drive, Plano, Texas 75025
Ph. 469 358 9800, E-mail: TULY1206@yahoo.com

ND & Associates, LLC
2105 Canyon Creek Drive
Garland, Texas 75042
PH: (214) 533 7181
EMAIL: naim1207@yahoo.com
FIRM # F - 13340

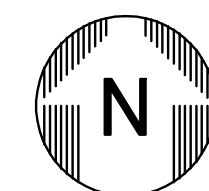
No.	DATE	REVISION/REVISION
1	6/8/16	SUBMITTAL
2	7/15/16	SUBMITTAL
3	8/12/16	SUBMITTAL
4		

Ms. Naim Uddin Khan
Ms. Naim Uddin Khan
8-11-2016
I, NAIM UDDIN KHAN, REGISTERED PROFESSIONAL ENGINEER UNDER THE RESPONSIBLE SUPERVISION OF MD. NAIM UDDIN KHAN, REGISTERED PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MD. NAIM UDDIN KHAN P.E. #6776

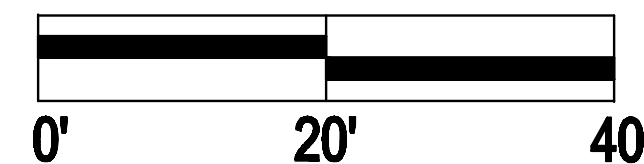


SITE PLAN

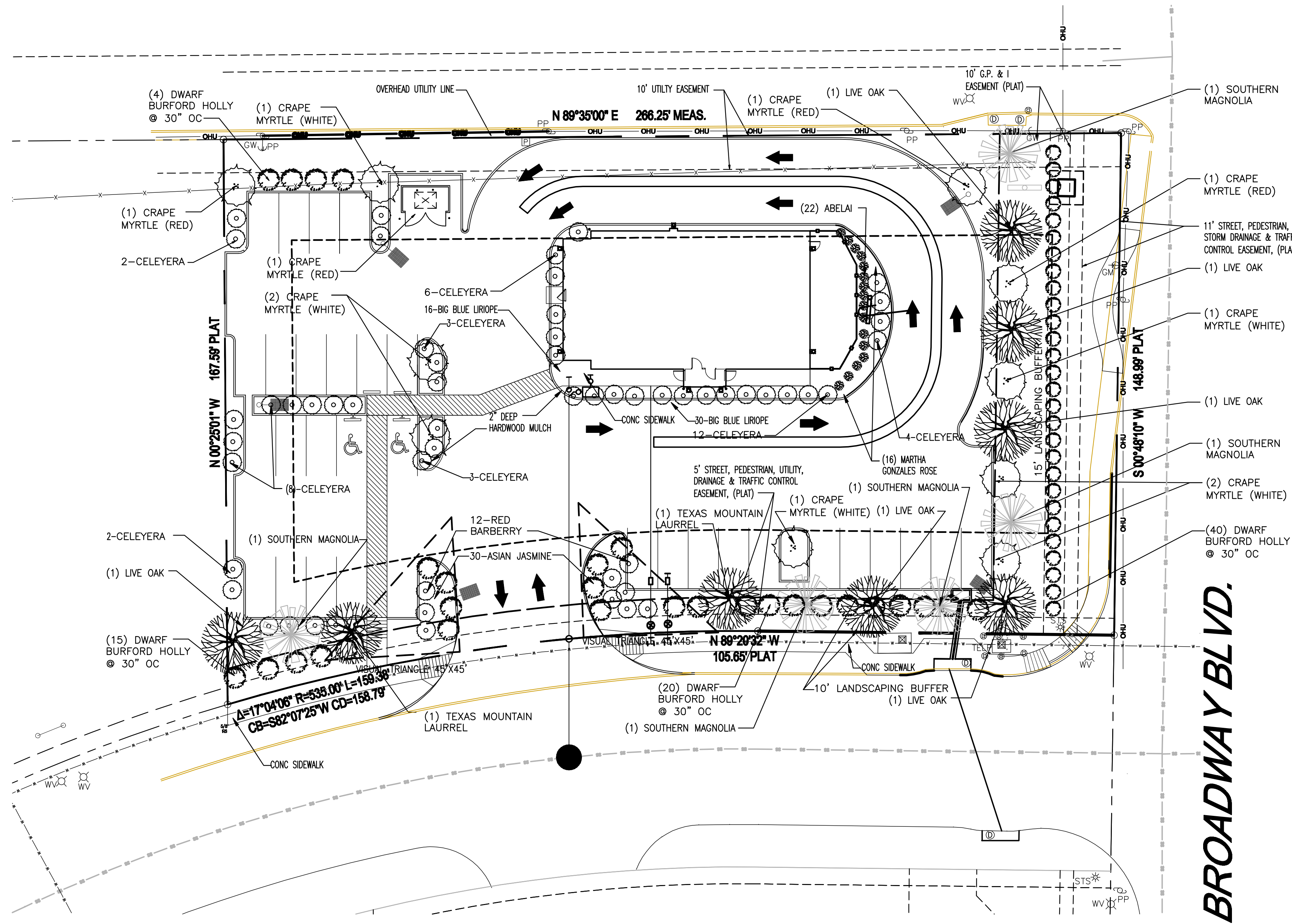
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DRAWN:	NDA	CHECKED BY:	NDA
PROJECT #	807-GAR-16		
SHEET NO:	1		



01. LANDSCAPE PLAN



GRAPHIC SCALE
SCALE: 1"=20'

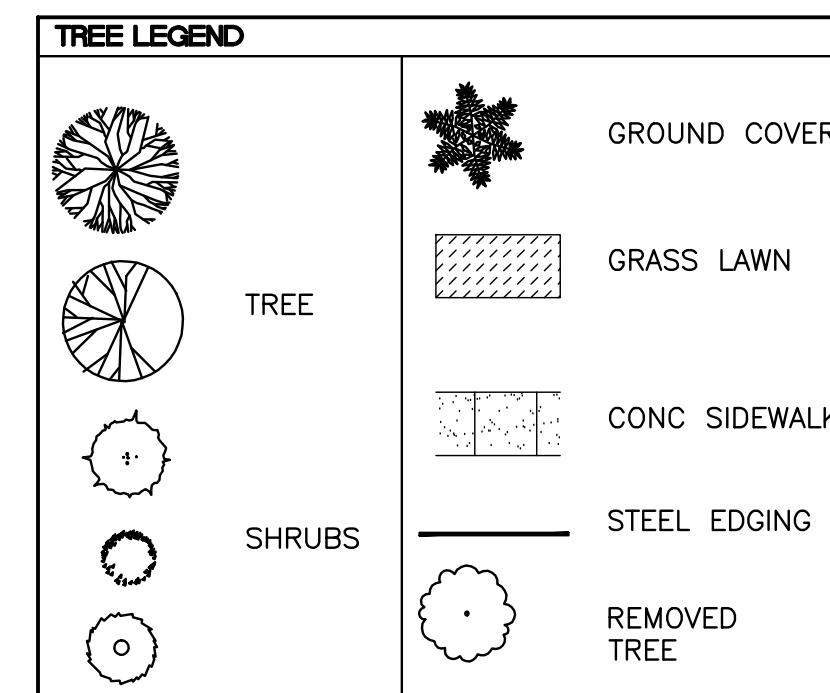


GUTHRIE ROAD

BROADWAY BLVD.

PLANT LIST

QUAN.	COMMON NAMES	SCIENTIFIC NAME	SIZE	REMARKS
TREES				
5	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	3" CAL.	CONT. GROWTH 14' TO 18' HT, 6' TO 8' SPR.
2	TEXAS MOUNTAIN LAUREL	SOPHORA SECENDIFLORA		15 GAL. FULL.
6	LIVE OAK	QUERCUS VERGINIANA	3" CAL.	CONT. GROWTH 14' TO 16' HT, 6' TO 8' SPR.
5	CAPE MYRTLE (WHITE)	LAGESTROEMIA INDICA "NATCHEZ"	2" CAL.	CONT. GROWTH 6' TO 8' HT, 3 TRUNK FULL.
3	CAPE MYRTLE (RED)	LAGESTROEMIA INDICA	2" CAL.	CONT. GROWTH 6' TO 8' HT, FULL.
SHURBS				
79	DFW. BURFORD HOLLY	ILEX CORNUTA BURFORDII NANA	5 GAL.	30" TO 34' HT, FULL.
22	ABELIA	ABELIA GRANDIFLORA	5 GAL.	30" TO 34' HT, FULL.
38	CELEYERA	CELEYERA JAPONIC	3 GAL.	
16	M.G. ROSE	ROSA "MARTHA GONZALUS"	3 GAL.	FULL.
GROUND COVERS AND VINES				
30	ASIAN JASMINE	TRACHELOSPERMUM ASIATICUM	4" POTS	FULL.
46	BIG BLUE LIRIOPE	LIRIOPE MUSCARI	4" POTS	FULL.



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

LANDSCAPE REQUIREMENTS:

TOTAL SITE AREA:	40,000SF
LANDSCAPE AREA REQUIRED 15% OF SITE AREA:	6,000SF
LANDSCAPE AREA PROVIDED 28.75% OF SITE AREA:	11,500SF
BUILDING AREA:	3,030SF
PARKING SPACE REQUIRED:	31
PARKING SPACE PROVIDED:	31

PLANTING REQUIREMENTS:

PERIMETER BUFFER LANDSCAPE REQUIREMENT PER GDC SECTION 4.34

LARGE TREE REQUIREMENT:

GUTHRIE ROAD TREE REQUIRED: (MIN 3 CAL)
1 CANOPY TREE AT EACH 30LF. 229.44/30 = 7.633

LARGE TREE PROVIDED: 8

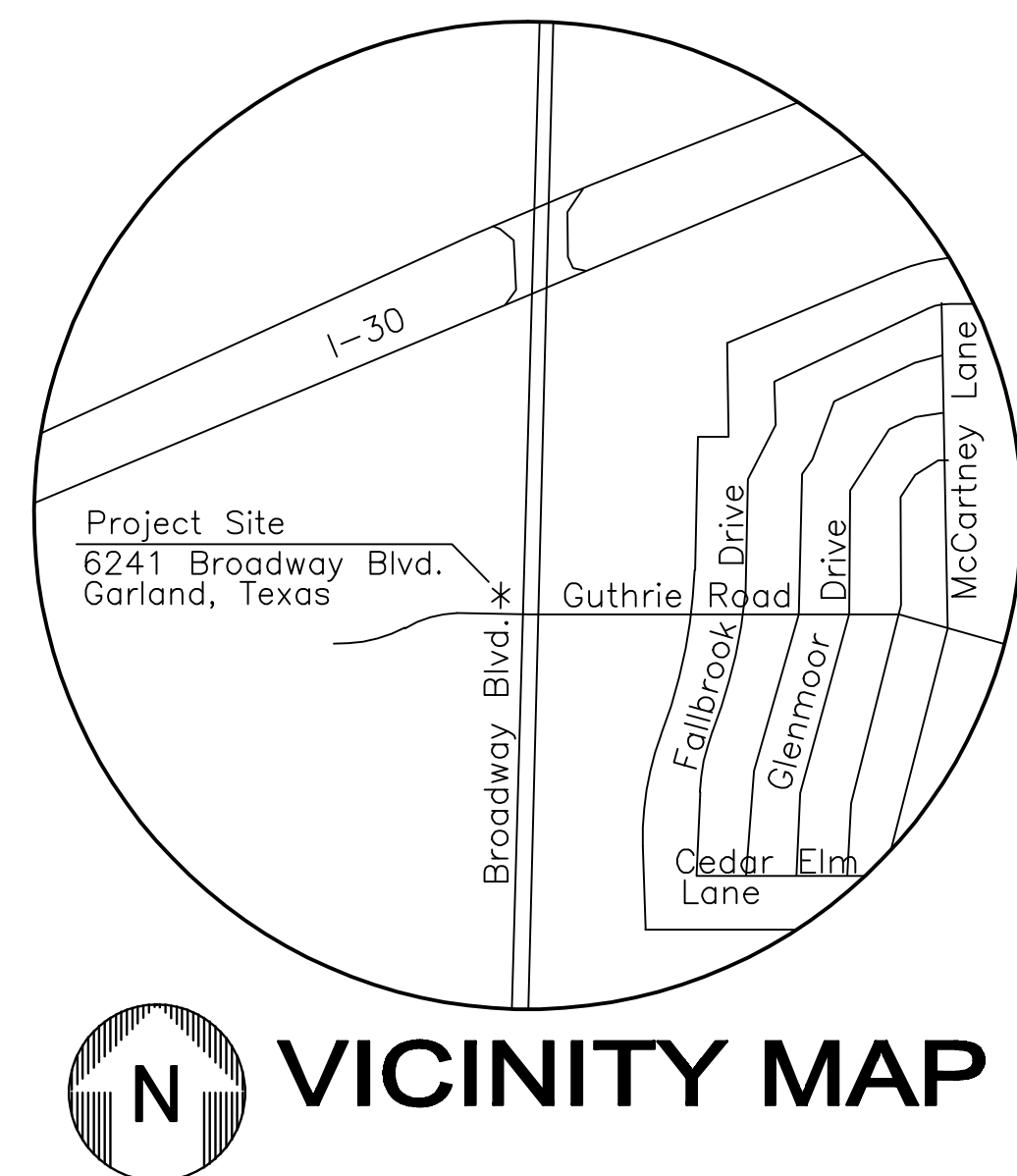
BROADWAY BLVD TREE REQUIRED: (MIN 3 CAL)
1 CANOPY TREE AT EACH 30LF. 148.99/30 = 4.93

LARGE TREE PROVIDED: 5

ORNAMENTAL TREES REQUIRED: 6 (MIN 3 CAL)
ORNAMENTAL TREES PROVIDED: 6 (MIN 3 CAL)

PARKING STALL LANDSCAPE REQUIREMENT PER GDC SECTION 4.35

LIVING LS MUST COVER 5% OF TOTAL
PARKING LOT AREA 5% OF 17,200 = 860SF
PROVIDED 4,144SF = 24%



CASE NUMBER: 151008-1

Exhibit D

JK DESIGN

400 chisholm place
suite 410
plano, texas 75075
fabim2582@aol.com
469-424-1325 (c)

02/11/2016

ROUJUM DESIGN & BUILD

2964 LBJ FWY #302
DALLAS TX 75234
214.908.1139
ROUJUMDESIGN@GMAIL.COM

Original Date:

Issue Log

ISSUED FOR PERMIT	03/23/2016
ISSUED FOR CONSTRUCTION	03/23/2016
CITY COMMENTS	05/09/2016
ISSUED FOR SUP	06/03/2016
CITY COMMENTS	07/14/2016
CITY COMMENTS	08/11/2016

DRAWN BY: CHECKED BY:

COPYRIGHT

CAPTAIN D'S SEAFOOD KITCHEN
SHELL AND INTERIOR FINISH-OUT
A PORTION OF LOT 1R, BLOCK 1
BELT LINE-30 SHOPPING CENTER NO. 3 REPLATE
GARLAND, TEXAS

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Sheet Number:
L100
Project Number:
16-017

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

DATE	ISSUE
08.03.16	SUP COMMENTS UPDATE

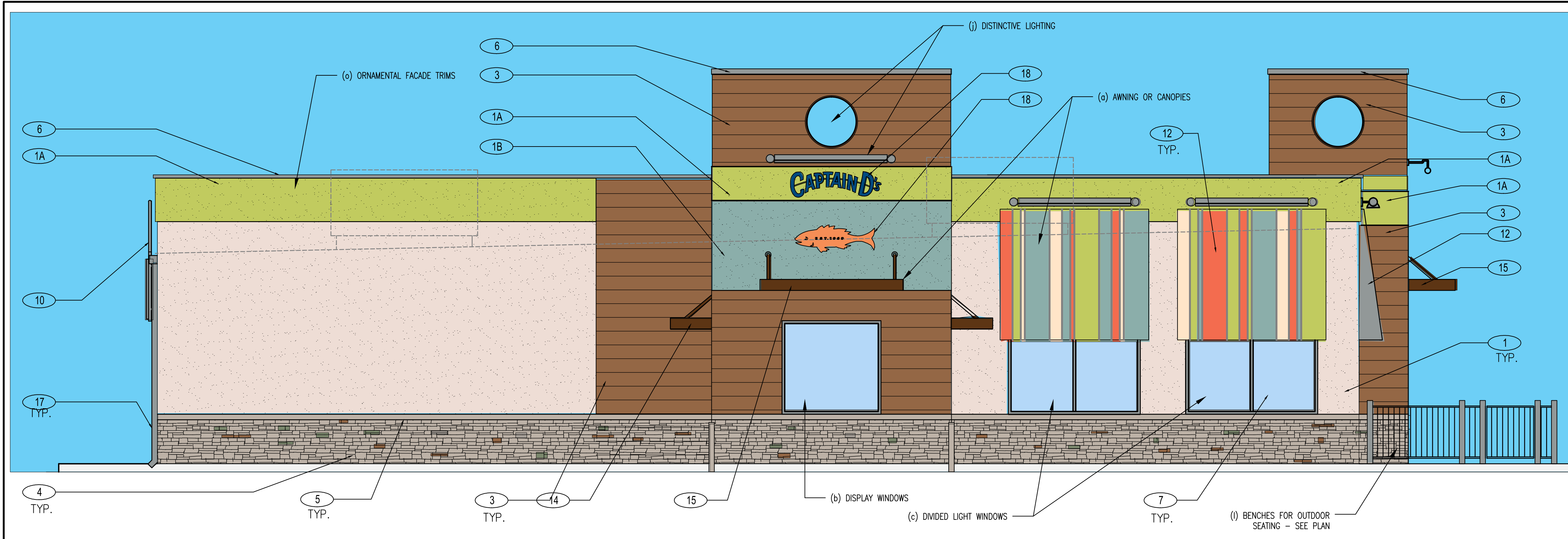
these plans are the sole intellectual property of hyer creative they may not be used by or disclosed to any other entity without the written permission of hyer creative

SHEET TITLE

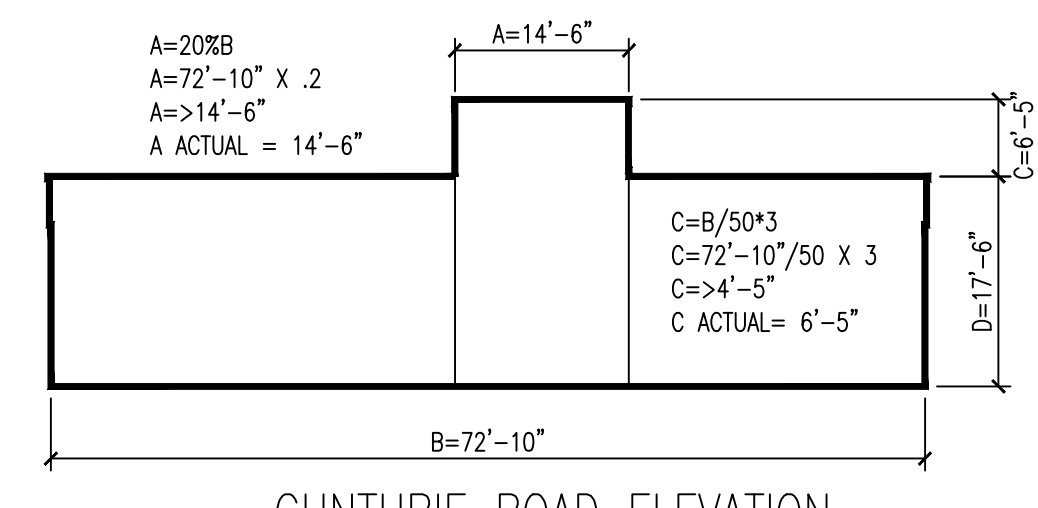
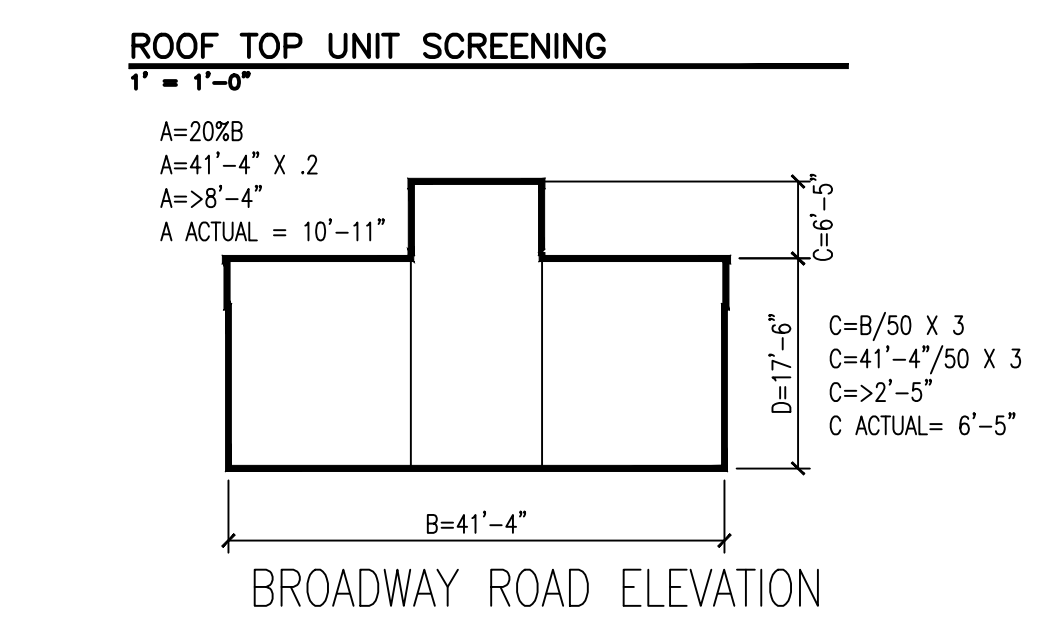
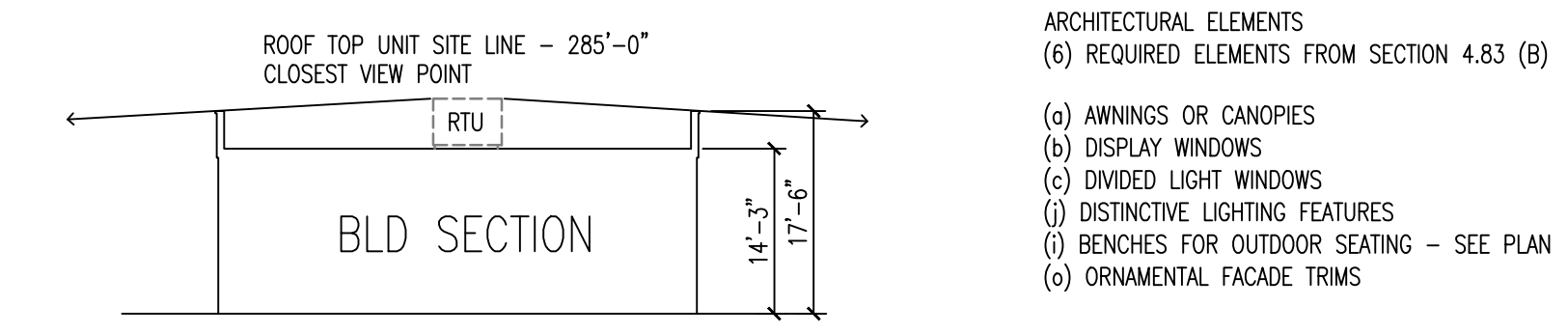
ELEVATIONS

SUP

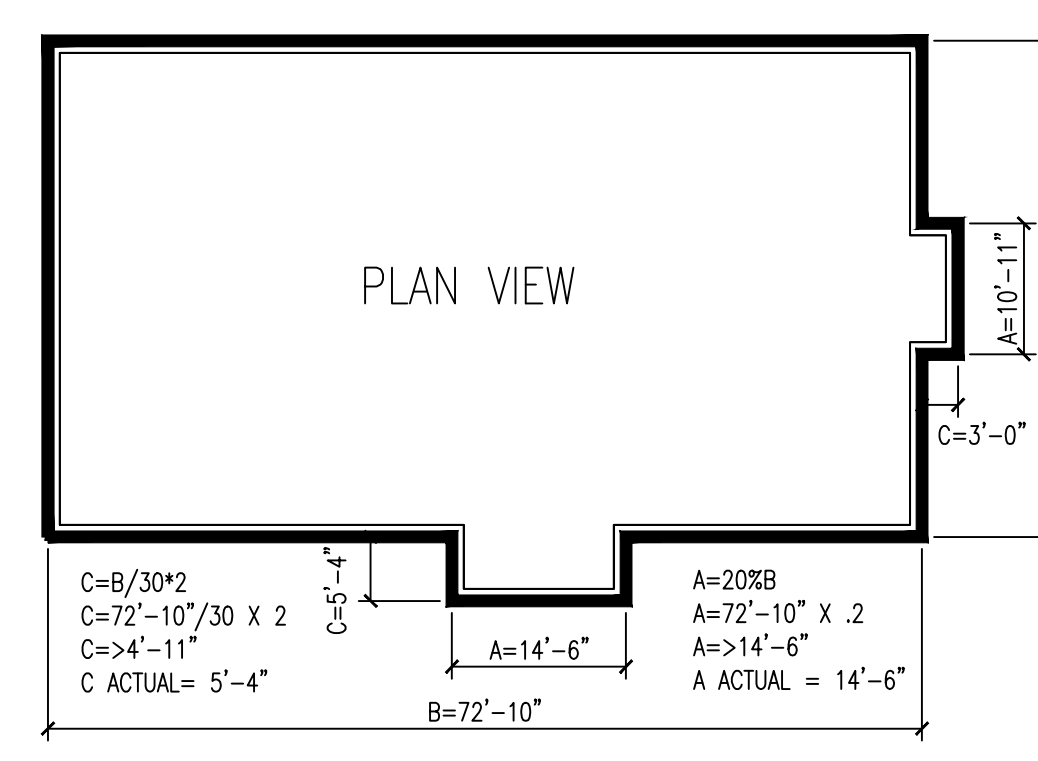
SYMBOL	MATERIAL	MANUFACTURER/SOURCE	REMARKS
1	STUCCO	HARDCOAT CEMENT STUCCO, PAINTED	CUSTOM COLOR TO MATCH SHERWIN WILLIAMS SW-6651 CHERISH CREAM
1A	STUCCO AS ACCENT BAND	HARDCOAT CEMENT STUCCO, PAINTED	COLOR TO MATCH FROLIC (GREEN) NUMBER - SW6703 FINISH: LIMESTONE TEXTURE
1B	STUCCO AS ACCENT BAND	HARDCOAT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



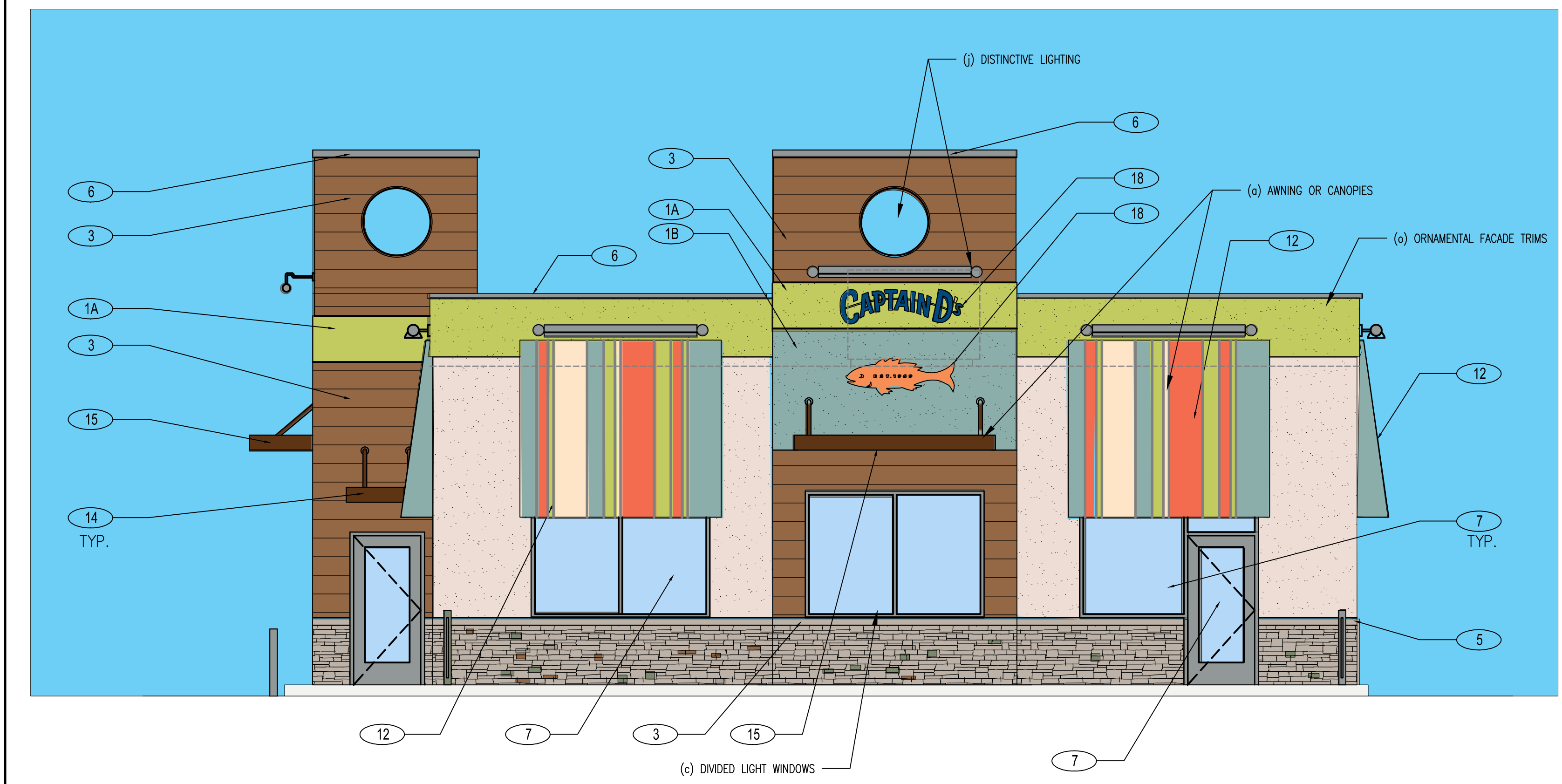
1 ELEVATION FACING GUNTRE RD
1/4" = 1'-0"



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



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



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

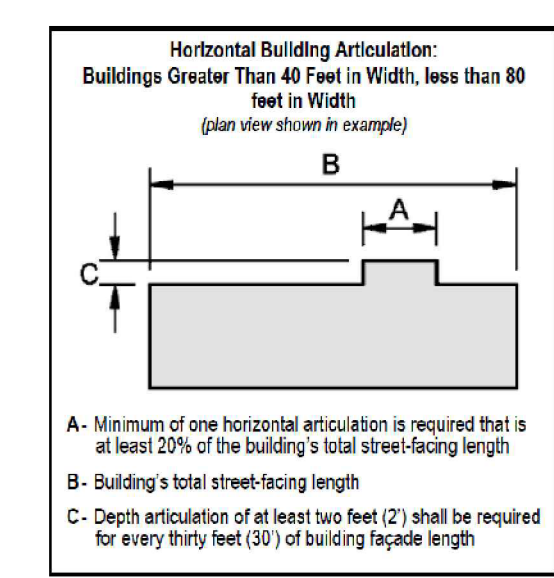
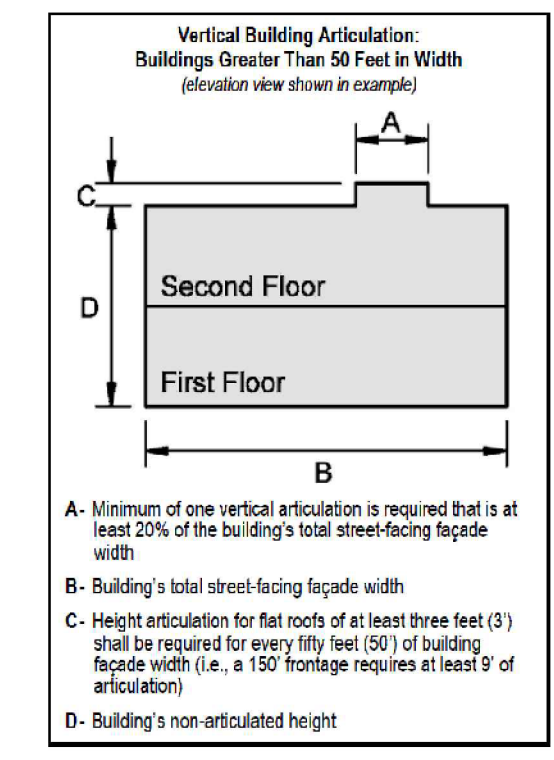
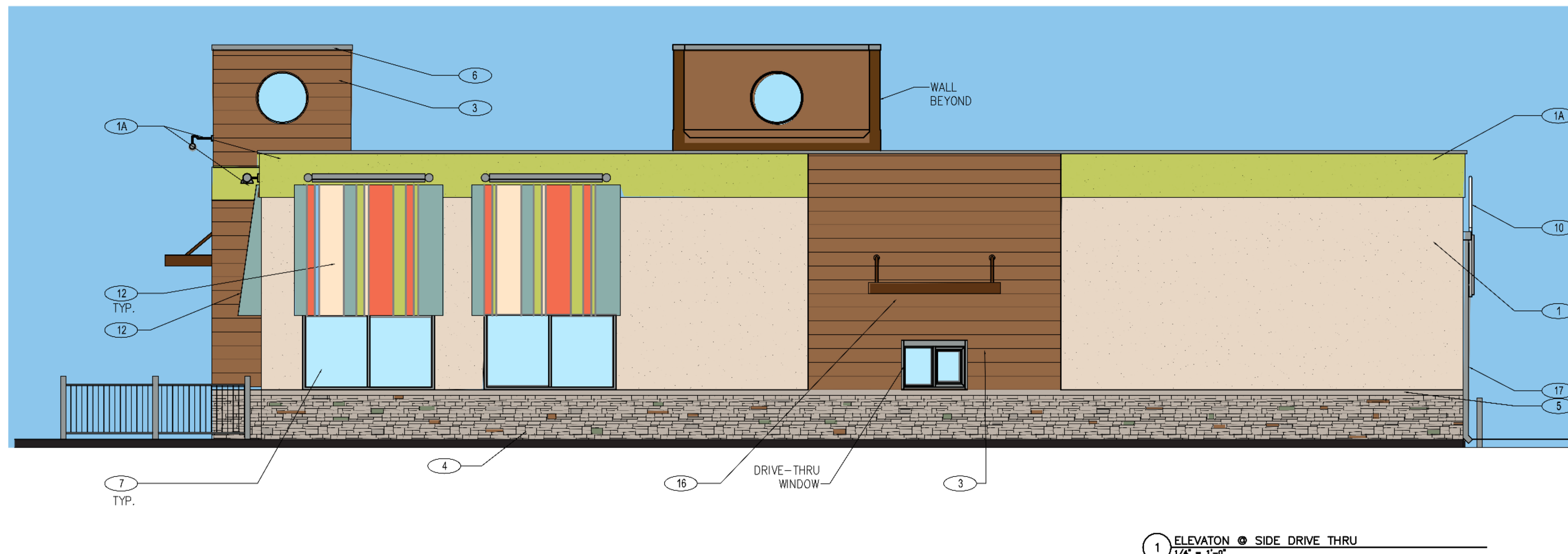
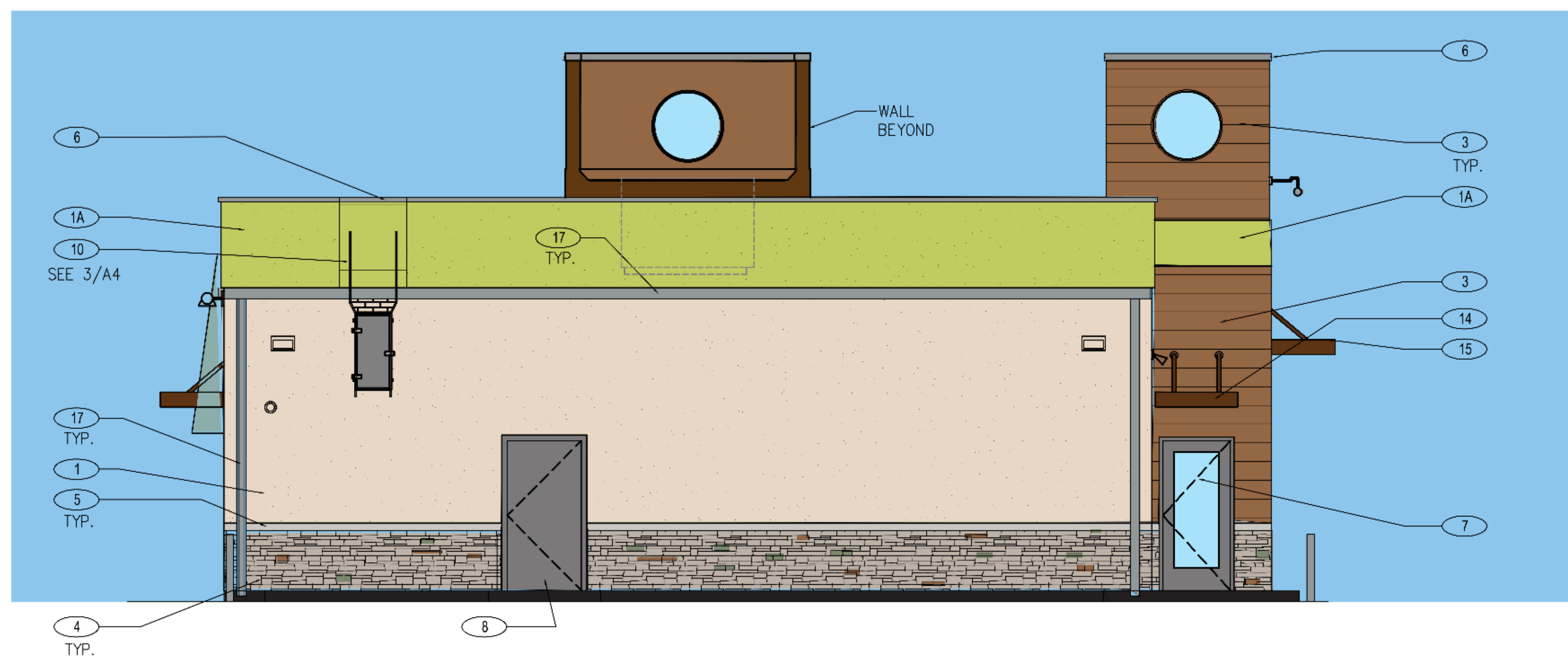


Exhibit E



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

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



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

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

Exhibit E

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

DATE	ISSUE
08.03.16	SUP COMMENTS UPDATE

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

SHEET TITLE
ELEVATIONS

SUP2



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

Agenda Item 3. c.

Meeting Date: October 3, 2016

Item Title: Z 16-28 Henry Company, LLC (District 6)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 16-28 Henry Company, LLC

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance

Attachments

Z 16-28 Henry Company, LLC Ordinance

Z 16-28 Henry Company, LLC Attachments

ORDINANCE NO. _____.

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PROVISION FOR A HIGH RISK USE ON A 3.46-ACRE TRACT OF LAND ZONED Industrial (IN) DISTRICT LOCATED AT 3802 Miller Park Drive, PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 22nd day of August, 2016, the Plan Commission did consider and make recommendations on a certain request for approval of a Specific Use Provision made by **Henry Company, LLC**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving a Specific Use Provision for High Risk Use on an 3.46-acre tract zoned Industrial (IN) District and located at 3802 Miller Park Drive and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

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

Section 3

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

Section 4

FILE NO. 16-28

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

Section 5

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

Section 6

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

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 16-28

A METES AND BOUNDS description of certain 3.464 acre tract situated in the William D. Reed Survey, Abstract No. 1249, in Dallas County, Texas, being all of a called 3.462 acre tract conveyed by General Warranty Deed to Monsey Products Co., recorded in Volume 83218, Page 4978, of the Deed Records of Dallas County, Texas (DRDCT), also referred to as a portion of Lot 13, Block 1, as shown on the Plat of Garland West Industrial Park, recorded in Volume 551, Page 1691, of the Map Records of Dallas County, Texas, (MRDCT) said 3.464 acres being more particularly described as follows, with all bearings based on the Texas Coordinate System of 1983, North Central Zone;

BEGINNING at a found 1/2-inch iron rod in the south right-of-way (ROW) of Miller Park Drive called 60 foot ROW, being in the north line of said Lot 13, marking the northeast corner of a tract conveyed to Henry Company, recorded in Volume 551, Page 1691 MRDCT, and the northwest corner of the herein described tract and marking the beginning of a curve to the left;

THENCE along said curve to the left, having a radius of 316.48 feet, a delta angle of $5^{\circ} 45' 58''$, an arc length of 31.85 feet, chord bearing of North $71^{\circ} 55' 42''$ East, and a chord length of 31.84 feet to a set "X" in concrete marking a point of tangency, from which a found PK nail bears South $41^{\circ} 13' 56''$ West, 0.30 feet;

THENCE North $69^{\circ} 02' 52''$ East, with aforementioned south ROW, passing at 454.32 feet a set 5/8-inch iron rod for reference (with cap stamped "Jones|Carter Reference Pt."), continuing in all a total distance of 464.32 feet to a point for corner in the centerline of a 20 foot drainage easement, being common with the northeast corner of said Lot 13 and the west corner of Lot 14, Block 1, Garland West Industrial Park, recorded in Volume 93228, Page 2779, of the Plat Records of Dallas County, Texas (PRDCT);

THENCE South $21^{\circ} 02' 28''$ East, along the common line of said Lot 13 and Lot 14, a distance of 295.00 feet, to a found 1/2-inch iron rod (with cap stamped "AH Halfe Assc.") marking the southeast corner of the herein described subject tract and the southwest corner of said Lot 14;

THENCE South 69° 00' 50" West, with the south line of said Lot 13, being common with the north line of a called 7.2028 acre tract conveyed by Special Warranty Deed with Vendor's Lien to Nuzinc Properties, LP, recorded in Instrument No. 201300244426 DRDCT, 519.51 feet to a found PK nail marking the beginning of a curve to the right;

THENCE along said curve to the right, having a radius of 318.62 feet, a delta angle of 1° 10' 34", an arc length of 6.54 feet, a chord bearing of South 69° 36' 09" West, and a chord length of 6.54 feet to a found 1/2-inch iron rod (with cap stamped "AH Halfe Assc.") marking the southwest corner of the herein described subject tract, being common with the southeast corner of aforementioned Henry tract;

THENCE North 15° 16' 54" West, along the west line of the herein described subject tract, being common with the east line of said Henry tract, 298.31 feet to the POINT OF BEGINNING, CONTAINING 3.464 acres of land in Dallas County, Texas, as shown on Dwg. No. 1369, filed in the office of Jones|Carter in College Station, Texas.

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 16-28

3802 Miller Park Drive

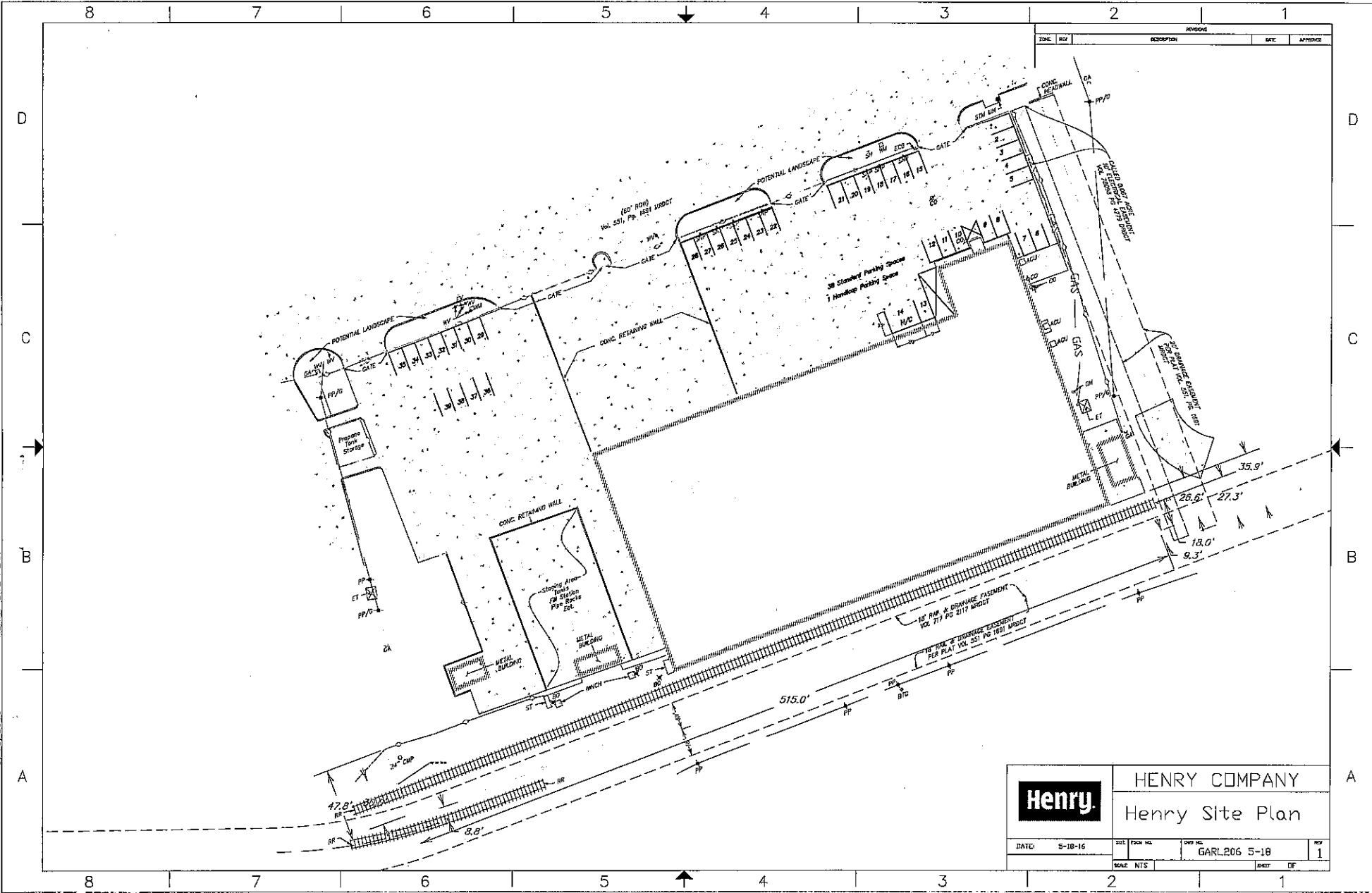
- I. **Statement of Purpose:** The purpose of this Specific Use Provision is to permit High Risk Use.
- II. **Statement of Effect:** These Specific Use Provisions shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance,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

EXHIBIT C

HENRY SITE PLAN

GRID/ST/TS

REVISION



	HENRY COMPANY		
	Henry Site Plan		
DATE: 5-10-16	SHEET NO.:	DWG NO. GARL206 5-18	REV 1
SCALE: NTS		SHEET OF 1	



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

Agenda Item 4.

Meeting Date: October 3, 2016

Item Title: Consider Approval of the Garland Cultural Arts Commission, Inc. Annual Budget and Execution of the Hotel Occupancy Tax Program Management Agreement

Submitted By: Jermel Stevenson, Managing Director

Summary of Request/Problem

The City Council is requested to consider approval of the 2016-2017 Budget of the Garland Cultural Arts Commission, Inc. (GCACI), and authorize the City Manager's execution of a "Hotel Occupancy Tax Program Agreement", between the City of Garland and the GCACI.

The attached 'Exhibit A' is the 2016-2017 GCACI Budget, which was approved at their meeting on July 19, 2016, and is a provision of the attached "Hotel Occupancy Tax Program Agreement". The agreement provides for hotel occupancy tax revenues to GCACI, in the amount of \$115,898.00. The amount is calculated as 15% of hotel occupancy tax net revenue, for the period from Quarter 3 of 2014 thru Quarter 2 of 2015. These tax revenues are a primary source of grant funding, distributed by GCACI, to local cultural arts organizations to grow and promote our community's culture and vitality.

Council received written briefing on this item at their Work Session of October 3.

Recommendation/Action Requested and Justification

Approve by minute action the 2016-2017 Garland Cultural Arts Commission Inc.'s budget, and authorize the City Manager to execute the "Hotel Occupancy Tax Program Management Agreement" providing revenues for GCACI's continuing promotion of the cultural arts in Garland.

Attachments

Exhibit A-2016-2017 GCACI Budget
Hotel Motel Tax Agreement

EXHIBIT A

2016 – 2017 BUDGET GARLAND CULTURAL ARTS COMMISSION, INC. (GCACI)

REVENUES:

\$115,898.00 Hotel Occupancy Tax Revenues (15% of \$772,654)
\$ 2,400.00 Sponsors for “Arts in Action” Newsletter

\$118,298.00 TOTAL REVENUES

EXPENDITURES:

- GCACI Grant Program (for Arts & Cultural Arts Organizations):

\$ 93,000.00

\$ 93,000.00 Subtotal Grant Program

- Additional Arts Activities & Promotions:

\$ 4,400.00 Annual High School Senior Juried Visual Arts Competition/GISD
\$ 10,000.00 Advertising and “Arts In Action” Newsletter
\$ 10,000.00 Minimum Annual Reimbursement to City of Garland for “Vision of the Arts” Sculpture.

\$ 24,400.00 Subtotal Additional Arts Activities & Promotions

- Membership/ Misc. Administrative:

\$ 500.00 Chamber Membership
\$ 150.00 Food for reception/Office supplies
\$ 248.00 Miscellaneous Administrative

\$ 898.00 Subtotal Membership/Misc. Administrative

\$118,298.00 TOTAL EXPENDITURES

(Approved by GCACI July 19, 2016)

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 an amount not to exceed the amount the 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 during the fiscal year ending 2014, whichever is less. The City shall remit payment of Program funds to GCACI on or before October 30, 2016. 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. 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) 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 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.

(2) 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

(3) Any other related purpose authorized by Chapter 351, TEX. TAX CODE.

None of the hotel occupancy tax revenues provided to GCACI under this Agreement may be spent for 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.

(B) 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.

(C) 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.

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 contest 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 _____, 2016.

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

Agenda Item 5.

Meeting Date: October 3, 2016

Item Title: Bio-Tel Interlocal Agreement

Submitted By: Mark Lee, Fire Chief

Summary of Request/Problem

At the October 3, 2016, Work Session, Council considered entering into a one year interlocal agreement in the amount of \$90,929.52 with the Dallas County Hospital District d/b/a Parkland Health & Hospital System for Bio-Tel System Services to act as medical control for Emergency Medical Services ("EMS").

The City of Garland uses Bio-Tel services to provide medical direction for EMS.

Recommendation/Action Requested and Justification

Approve, by minute action, authorization of the City Manager to execute an Interlocal Agreement with Dallas County Hospital District d/b/a Parkland Health & Hospital System for Bio-Tel Services in the amount of \$90,929.52.

Attachments

Bio-Tel Interlocal Agreement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT

This Agreement is made and entered into by and between the DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM, a political subdivision of the State of Texas, located in Dallas County, Texas, ("PARKLAND") and the CITY OF GARLAND, a Municipal Corporation, located in Dallas County, Texas ("CITY").

WITNESSETH

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

WHEREAS, PARKLAND and the CITY are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have entered into this Agreement by action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, PARKLAND provides biomedical on-line supervision pre-hospital emergency medical control services known as the BioTel/EMS System, which is staffed by physicians, paramedics, registered nurses, and clerical staff, and was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, PARKLAND contracts with The University of Texas Southwestern Medical Center ("UT SOUTHWESTERN") for certain physician and other services that are a part of the BioTel/EMS System, including the provision of certain off-line services, including, but not limited to, training, protocol development, and policy development; and

WHEREAS, PARKLAND desires to contract with the CITY for the sale of BioTel/EMS System services and the CITY desires to purchase from PARKLAND the BioTel/EMS System services; and

WHEREAS, both PARKLAND and the CITY represent to one another that each respective party has the authority to enter into this Agreement and perform the obligations and duties stated herein; and

NOW THEREFORE, PARKLAND and the CITY hereby enter into this Interlocal Agreement in considerations of the aforementioned recitals, and for the mutual considerations stated herein:

I.
DESCRIPTION OF SERVICES

1. For the consideration hereinafter agreed to be paid to PARKLAND by the CITY, PARKLAND shall provide medical direction for the CITY's emergency medical services, and shall provide a prehospital emergency medical direction system known as BioTel/EMS System or "BIOTEL," hereinafter called the "Services."

2. The Services are to be performed according to acceptable standard medical practices and to conform to the Scope of Service for On-line and Off-line Medical Control for the BioTel/EMS System ("Scope of Services") attached hereto as Exhibit A.

II.
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

1. Except as is permitted by applicable law and to satisfy the requirements of this Agreement, PARKLAND agrees that it will not use or disclose the CITY's protected health information (PHI) for any purpose. However, the parties agree that PARKLAND will receive PHI from the CITY for treatment purposes as described in this Agreement and that such PHI will no longer be considered the CITY's PHI once it has been received by PARKLAND for these treatment purposes. After receipt by PARKLAND, the PHI received by PARKLAND belongs to PARKLAND.

2. As this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including but not limited to the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"), the parties agree to comply with all Privacy Laws that are applicable to this Agreement and to execute the Business Associate Addendum attached to this Agreement.

III.
COORDINATION

1. All Services under this Agreement shall be coordinated under, and performed in accordance with the Agreement and the Scope of Services to the reasonable satisfaction of the Chief of the Fire Department of the CITY, or his/her designated representative, hereinafter called "Director." The Director shall have authority to approve payment for Services that have been properly provided in accordance with the terms of this Agreement. If at any time PARKLAND fails to properly furnish all or a portion of the Services called for by this Agreement, the CITY is authorized to withhold payment of funds associated with the Services not properly performed hereunder until any deficiency has been, if possible, cured. It is further agreed between PARKLAND and the CITY that should any dispute or questions arise

respecting the reasonableness of the withheld amount of payment attributable to PARKLAND's failure to fully perform, the parties agree to meet and make a good faith effort to resolve the dispute. Prior to the CITY exercising any payment withholding under this provision, the CITY must provide PARKLAND with notice of any deficiencies and provide PARKLAND ten (10) business days to remedy any deficiencies. The CITY will release any withheld funds associated with the Services not properly performed once the deficiencies are remedied.

IV.
PAYMENT

1. The Agreement term is one (1) year. Total payments by the CITY during the Agreement term shall not exceed NINETY THOUSAND NINE HUNDRED TWENTY NINE DOLLARS AND FIFTY-TWO CENTS (\$90,929.52), which amount (or a portion thereof where Agreement term may exceed one year) is hereby set aside and segregated for the purpose of paying for the Services in accordance with the terms of this Agreement. Payment shall be made upon execution of this Agreement.

V.
TERM

1. The term of this Agreement shall commence on October 1, 2016, and terminate on September 30, 2017, unless sooner terminated in accordance with the provisions of this Agreement. Upon expiration of this Agreement term, the Agreement will continue on a month to month basis until a new Agreement between the parties is executed, unless terminated by either party with thirty (30) days written notice.

VI.
INDEPENDENT CONTRACTOR

1. PARKLAND's status and the status of all physicians, nurses, paramedics, and other medical personnel performing work related to the BioTel/EMS System shall be that of an Independent Contractor and not any of the following: an agent; servant; employee; member of CITY's workforce; or representative of the CITY in the performance of these Services. No term or provision of this Agreement or act of PARKLAND or the CITY under this Agreement shall be construed as changing that status.

VII.
INDEMNIFICATION

1. PARKLAND, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless the CITY and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or

damage received or sustained by any person or property as a result of PARKLAND's conduct of any activity or operation in connection with PARKLAND's use of the BioTel/EMS System. To the extent permitted by law, PARKLAND shall pay any judgment, together with costs, which may be obtained against the CITY, or any of its officers, agents or employees as a result of such injury or damage.

2. The CITY shall give PARKLAND prompt notice of any matter covered by Subsection VII.1 above, and shall forward to PARKLAND every demand, notice, summons or process received in any claim or legal proceeding covered by Subsection VII.1 above.

3. PARKLAND shall not be obligated to indemnify, defend or hold harmless the CITY or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of the CITY, its officers, agents or employees. In the event of joint and concurrent negligence of PARKLAND and the CITY, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

4. The CITY, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless PARKLAND and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of the CITY's conduct of any activity or operation in connection with the CITY's use of the BioTel/EMS System. To the extent permitted by law, the CITY shall pay any judgment, together with costs, which may be obtained against PARKLAND, or any of its officers, agents or employees as a result of such injury or damage.

5. PARKLAND shall give the CITY prompt notice of any matter covered by Subsection VII.4 above, and shall forward to the CITY every demand, notice, summons or process received in any claim or legal proceeding covered by Subsection VIII.4 above.

6. The CITY shall not be obligated to indemnify, defend or hold harmless PARKLAND or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of PARKLAND, its officers, agents or employees. In the event of joint and concurrent negligence of the CITY and PARKLAND, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7. No part of this Agreement shall be interpreted to constitute a waiver of any defense of the parties available to the CITY and PARKLAND under Texas law and the immunities or limits of liability granted to PARKLAND or the CITY under the Texas Torts Claim Act.

8. The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VIII.
TERMINATION

1. The CITY may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to PARKLAND, with the understanding that all Services being terminated shall cease upon the date specified in such notice. The CITY shall compensate PARKLAND in accordance with the terms of this Agreement for the Services properly performed prior to the date specified in such notice, following inspection and acceptance of same by the CITY's Director. PARKLAND shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

2. PARKLAND may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to the CITY, with the understanding that all Services being terminated shall cease upon the date specified in such notice

IX.
NOTICES

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

To: PARKLAND
Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd., Dallas, Texas 75235
Attention: Executive Vice President & Chief Nursing Officer

With copy to: Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd., Dallas, Texas 75235
Attention: General Counsel, Legal Affairs

To: CITY
The City of Garland
1500 Highway 66, Garland, Texas 75040
Attention: Chief, Fire Department

With copy to: CITY
The City of Garland
200 North Fifth Street, Garland, Texas 75040
Attention: City Secretary

X.
MISCELLANEOUS

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

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

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

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

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

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

EXECUTED as of this the ____ day of _____, 2016, by CITY and GARLAND, TEXAS.

GARLAND, TEXAS

**Dallas County Hospital District d/b/a
Parkland Health & Hospital System**

By: _____
City Attorney

By: _____

Name: _____

By: _____
City Manager

Title: _____

Date: _____

EXHIBIT A

Scope of Services for On-line and Off-line Medical Control for the BioTel/EMS System

I. On-line Medical Direction

A. Staffing

1. Nurse staffing provided continuously 24/7/365

- a. In addition to continuous nurse staffing 24/7/465, double coverage will be provided during peak times; however, such additional coverage may be through a paramedic.
- b. Coordinates in-time on-line medical direction.

2. Physician staffing continuously 24/7/365

- a. The physician responsible for coordinating all system medical control and addressing clinical issues associated with the operation of the BioTel/EMS System shall be known as the BioTel/EMS Medical Director.
- b. The UT SOUTHWESTERN emergency medicine physicians working within the Parkland Emergency Department shall provide medical control (i.e. medical advice and direction) when requested by CITY's paramedics who are assisting patients. Adequate BioTel/EMS System physician staffing shall be maintained twenty-four (24) hours a day, seven (7) days a week, during the term of this Agreement. A physician will answer all requests for assistance either from the BioTel/EMS System room or from the Emergency Department areas twenty-four (24) hours a day, seven (7) days a week. The physician need not be present in the radio room while assigned to, and on duty with, the BIOTEL operation.
- c. BIOTEL physicians shall respond to a field paramedic's request for assistance immediately after receipt of a call. PARKLAND will be responsible for monitoring and enforcing a sixty (60) second response time standard ninety percent (90%) of the time.
- d. When requested, BIOTEL presently has the capability to obtain a specialized physician in the following areas: Pediatrics, internal medicine, surgical, trauma, obstetrical/gynecological, psychiatry, toxicology and cardiology. Additional sub-specialty consultation is available.

3. Miscellaneous

- a. Only registered nurses (RNs), physicians, paramedics and clerical staff shall be assigned by PARKLAND to the BioTel program
- b. The BIOTEL program shall be adequately staffed by at least one (1) registered nurse twenty-four (24) hours a day, seven (7) days a week throughout the duration of this Agreement. Additional personnel will be assigned as needed based upon workload. Efficiency of the system shall be maintained by PARKLAND administration. A nurse or paramedic shall monitor the radio communications at all times. Changes to the staffing model may be made, if necessary upon agreement between the CITY and PARKLAND.
- c. All RNs and paramedics assigned to the BIOTEL program shall undergo initial training and ongoing training including the role of BIOTEL and EMS in the community. They will review and be tested on the BioTel/EMS Treatment Guidelines and Policies and are instructed in proper communication procedures relating to the BIOTEL equipment
- d. When notified by field personnel, BIOTEL staff shall assist as needed in contacting a hospital to which a critical, priority patient is en-route, and provide that hospital with pertinent data concerning the patient.
- e. BIOTEL staff shall be responsible for assisting other medical personnel in emergency situations. BIOTEL RNs shall follow established BIOTEL RN Treatment Guideline Options according to the needs of the patient. The BIOTEL staff shall contact an Emergency Medicine physician when a request for assistance is made, and shall record all recommended treatments and maintain all appropriate records.
- f. BIOTEL staff shall ensure the proper functioning of all contracted BIOTEL equipment.
- g. Personnel assigned to BIOTEL shall utilize the current BioTel/EMS Treatment Guideline and Policy Manual enacted for the functioning of the BioTel/EMS System. PARKLAND may modify the BioTel/EMS Treatment Guideline and Policy Manual provided, however, that both the CITY and PARKLAND mutually agree upon any material changes to these procedures, unless otherwise required by law, rule, regulation, and all other applicable governmental agencies and accrediting organizations having jurisdiction over PARKLAND. PARKLAND shall make the BioTel/EMS Treatment Guideline and Policy Manual available to the CITY.

- h. BIOTEL staff shall monitor area hospital's capabilities and help coordinate EMS transports to appropriate facilities as provided in accordance with departmental procedures approved by the BioTel/EMS System Medical Director.
- i. BIOTEL staff shall maintain a current database for day-to-day medical control, as well as the monthly statistical report. The BIOTEL staff will also maintain revisions to the BioTel/EMS Treatment Guidelines and Policies and perform other tasks as needed under the direction of BIOTEL Management. A copy of the statistical report will be furnished to the CITY quarterly
- j. The BIOTEL Program Manager shall serve as the primary liaison with: Area receiving hospitals, other EMS agencies, Emergency air medical services operating in the DFW region, UT SOUTHWESTERN – Division of EMS Education, Pre-hospital providers that are not under BIOTEL medical control.

B. Additional Services

1. Social Work Program

- a. Assessment and enrolment of patients, serving as a liaison between social service agencies and CITY, and providing feedback and updates to EMS agencies.

2. Emergency Legal Assistance Program

- a. Will provide an on-call attorney licensed to practice law in the State of Texas.
- b. The Attorney will be:
 - (1) Familiar with delivery of Emergency Medical Services and applicable laws pertaining thereto, including, but not limited to the Medical Practice Act and the Health and Safety Code and any other applicable laws.
 - (2) On-call twenty-four (24) hours /day, seven (7) days a week.
 - (3) Expected to provide an alternate in case of his/her absence.

3. Field Amputation Team Activation at the request of CITY field paramedics, supervisors or Chief Officers or at the discretion of BIOTEL staff consistent with BIOTEL policy.

- a. The Team will provide supplies necessary for field amputation

- b. The Team will be ready for transport to scene within fifteen (15) minutes of activation. Estimated time of arrival may vary depending on scene location and other factors.

4. Bloodborne Pathogen Exposure Tracking

- a. Will provide a process for CITY personnel who have sustained a blood and/or body fluid exposure while on-duty to receive testing and subsequent follow-up with Dallas County Health Department.

5. Data collection including CITY call volume, types of BIOTEL calls, frequency and type of physician consultation, numbers of patients for whom BIOTEL is notified/contacted received by area hospitals, resource overload based on the report from North Texas Trauma Regional Advisory Committee (NCTTRAC), Emergency Legal Assistance Program, Specialty Team Activation, Trauma diversion, and any other data collection requested by CITY.

6. Maintenance of the BioTel room and facilities, and the records involving On-line Medical Control for the BioTel/EMS System, shall be provided by PARKLAND. The BioTel/EMS System room and facilities shall be available for reasonable use by the CITY's paramedics, provided that such use does not interfere with the medical operations and functions of the BioTel/EMS System office and facilities.

- C. Periodic meetings, at least quarterly, will be attempted to be scheduled between the CITY representatives and the PARKLAND and UT SOUTHWESTERN personnel who supervise the BioTel/EMS System. The purpose of the meetings shall be to assess the program and services provided and recommend improvements.

II. Off-line Medical Direction

A. Staffing

1. BIOTEL Medical Director

- a. Have the ultimate responsibility for all clinical aspects of the EMS System and shall meet all State of Texas requirements for serving as an EMS System Medical Director.
- b. Be immediately available 24/7/365 for consultation or problem resolution or shall arrange for an Associate EMS Medical Director to be available in his/her place.
- c. Assign to CITY an Associate Medical Director who shall serve as CITY's day-to-day Medical Director.

2. BIOTEL Associate Medical Director

- a. Work with CITY's Chief and EMS Command Staff to ensure that the CITY's EMS operations, administration, training and special operations activities result in the delivery of quality out-of-hospital emergency medical care for the residents of and visitors to the CITY.
- b. Assist the CITY with the review and response to any clinical or clinical/operational complaint, concerns, unusual occurrence ("UO") or commendations that are brought to the attention of the CITY regarding EMS and will assist in the development and implementation of a comprehensive EMS Quality Management Plan.
- c. Work with the CITY's EMS Chief responsible for EMS to develop, implement, and evaluate EMS quality improvement activities.
- d. Be made aware of and will consult on the response to all EMS clinical claims (lawsuits) against the CITY.
- e. Ensure that the CITY provides reality-based training for its EMS providers.
- f. Interact outside of the hospital setting with the CITY's EMS providers.
- g. Educate and train CITY's EMS providers on all BIOTEL Treatment Guidelines and Policies.
- h. Serve as the physician liaison to other healthcare providers in the CITY.
- i. Be notified of all significant on-duty illness or injury to CITY EMS providers. The Associate Medical Director shall serve as the liaison with the treating physician(s) in the hospital where the CITY EMS provider is transported to, shall serve as the CITY EMS providers' medical advocate and shall advise the CITY's EMS leadership of the status of the CITY EMS providers' illness or injury.

B. Additional Services

1. May attend regular or ad hoc meetings at the request of the CITY's leadership.
2. May assist in the development or provision of specialized education and training for the CITY's providers.
3. May serve as a consultant to the CITY's 911 Communications Center. The Medical Director shall review, as requested, any EMS dispatch incidents in consultation with the 911 Center's leadership. In addition, the Medical Director participates in tape audits and the evaluation of new dispatch protocols and/or procedures as requested.

4. May be made aware of and will serve as a consultant in the planning and response to any EMS special event in which the CITY serves as the emergency medical provider.
5. May oversee the clinical aspects of the CITY's Mobile Community Healthcare Program (MCHP) and will be immediately available or arrange for an appropriate individual to be immediately available for consultation regarding any patient enrolled in that program.
6. In collaboration with the CITY's Chief responsible for EMS, may ensure that the CITY's policies designed to minimize the risk of exposure to blood borne pathogens are state-of-the art. Together, recommendations for changes in policy, protocol, or protective equipment are made to the CITY Chief to mitigate the likelihood of exposure to blood-borne pathogens.
7. May serve as advocate for the CITY's role in promoting Public Access Defibrillation and CPR training for the CITY.
8. May take on additional responsibilities or projects as requested by the CITY Chief following approval of the BioTel/EMS System Medical Director.

C. Hours and Rates

1. The minimum number of hours provided to CITY for off-line medical direction will be Six (6) hours.
2. Additional hours for off-line medical direction will be provided at an hourly rate of \$180.00 per hour.

Business Associate Addendum
to
Interlocal Agreement

This Business Associate Addendum to the Interlocal Agreement (the “Addendum”), effective October 1, 2016 (the “Effective Date”), is entered into by and between The City of Garland (“Covered Entity”) and the Dallas County Hospital District d/b/a Parkland Health & Hospital System, (“Business Associate”).

RECITALS

This Addendum amends the Interlocal Agreement by and between Business Associate and Covered Entity, made and entered into effective the 1st day of October, 2016 (the “Agreement”) by adding the provisions set forth herein, which are fully incorporated into and made a binding part of the Agreement.

Under the Agreement, Business Associate may perform or assist in performing a function or activity on behalf of Covered Entity that involves the Use and/or Disclosure of Protected Health Information (as defined in 45 C.F.R. 160.103 and as may be amended from time to time (“PHI”)).

The parties desire to amend the Agreement to include certain requirements regarding the Use and/or Disclosure of PHI as required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); any and all regulations promulgated thereunder including the standards for privacy of individually identifiable health information at 45 C.F.R. Parts 160 and 164 (“Privacy Rule”) and the standards for the security of electronic protected health information at 45 C.F.R. Parts 160, 162, and 164 (“Security Rule”) (collectively, the Privacy Rule and the Security Rule are referred to herein as the “HIPAA Rules”); any applicable state law or regulation; and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”).

NOW, THEREFORE, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Terms Used. Terms used, but not otherwise defined, in this Addendum, shall have the same meaning as those terms in the HIPAA Rules.
2. Permitted Uses and Disclosures of PHI. Except as otherwise limited in the Agreement or this Addendum, Business Associate may Use and/or Disclose PHI to perform the functions,

activities, or services for or on behalf of Covered Entity as specified in the Agreement provided that such Use and/or Disclosure would not violate the HIPAA Rules if done by Covered Entity. All other Uses or Disclosures not authorized by the Agreement or this Addendum are prohibited.

3. Business Associate agrees to:

3.1. Not Use and/or Disclose PHI other than as permitted or required by the Agreement or this Addendum or as Required By Law.

3.2. Use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI and to implement and use appropriate safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of PHI and to prevent the Use and/or Disclosure of PHI other than as provided for by the Agreement or this Addendum.

3.3. Report to Covered Entity, through its Privacy Officer, any Use or Disclosure of PHI not provided for by the Agreement or this Addendum within three (3) business days of discovering the unauthorized Use or Disclosure. Additionally, within three (3) business days of discovery, Business Associate agrees to report any potential Breach of unsecured PHI as that term is defined in 45 CFR 164.402 and any successful Security Incident as that term is defined in 45 CFR 164.304. Unsuccessful Security Incidents shall be reported to Covered Entity only upon request. Business Associate shall permit Covered Entity to investigate any report submitted pursuant to this provision and shall allow Covered Entity to examine Business Associate's premises, records, and practices. In the event Covered Entity is required to provide notice to Individuals impacted by a Breach caused by Business Associate or its subcontractors and agents, Business Associate shall reimburse Covered Entity for the reasonable costs relating to the provision of such notice.

3.4. Ensure that all subcontractors and agents to whom it provides PHI received from, or created or received by, Business Associate on behalf of Covered Entity sign a business associate agreement meeting the requirements of 45 CFR 164.504 and agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this Addendum. This shall include, without limitation, ensuring that agents and subcontractors implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI created, received, maintained, stored, or transmitted on behalf of Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its subcontractors and agents as if the acts, failures or omissions were Business Associate's own acts, failures or omissions.

3.5. Provide access (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. 164.524. In the event an Individual submits a request for access directly to Business Associate, Business Associate shall promptly forward the request to

Covered Entity through its Privacy Officer. Business Associate is not required to provide access to PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.6. Make any amendment(s) (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. 164.526. In the event an Individual submits a request for amendment directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to amend PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.7. Make internal practices, books, and records relating to the Use and Disclosure of PHI received from, created, or received by Business Associate on behalf of, Covered Entity available to Covered Entity, or at the request of Covered Entity, to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in a reasonable time and manner as designated by Covered Entity or the Secretary, for the purposes of determining compliance with the Privacy Rule and this Addendum. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available under this provision. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Business Associate or Covered Entity by virtue of this Addendum.

3.8. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 as may be amended from time to time, and incorporating exceptions to such accounting designated under the regulation. Accounting of disclosures shall be in accordance with the policies and procedures of the Covered Entity and shall be made within a reasonable time specified by Covered Entity. The first accounting in any 12 month period requested by an Individual shall be provided without charge; a reasonable charge may be made for subsequent accountings if Business Associate informs the Individual in advance of the fee and the Individual is afforded an opportunity to withdraw or modify the request. In addition, to the extent that Business Associate maintains PHI in an electronic health record, Business Associate agrees to account for all disclosures of electronic PHI upon request of an Individual for a period of at least three (3) years prior to the request (but no earlier than the Effective Date of this Addendum) as required by HITECH. Such accounting shall be directly to the Individual if requested by the Covered Entity.

3.9. Provide to Covered Entity, in a reasonable time and manner designated by Covered Entity, information collected in accordance with Section 3.8. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

3.10. Ensure that all Uses and Disclosures of PHI are subject to the principle of “minimum necessary,” i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request may be Used or Disclosed.

3.11. Mitigate, to the extent practicable, any harmful effect of an unauthorized Use or Disclosure of PHI and any Breach or Security Incident by Business Associate or its subcontractors or agents of which Business Associate becomes aware.

3.12. Provide adequate training to members of its Workforce and to its subcontractors and agents regarding the requirements of the HIPAA Rules, HITECH, and this Addendum.

3.13. Provide Business Associate’s policies and procedures for maintaining the confidentiality of records in a Designated Record Set as required by the Privacy Rule and this Addendum to Covered Entity at its request.

3.14. Comply with all applicable federal and state privacy and security requirements.

4. Covered Entity agrees to:

4.1. Provide Business Associate with its notice of privacy practices if a limitation in the notice of privacy practices may affect Business Associate’s Use or Disclosure of PHI under the Agreement of this Addendum.

4.2. Provide Business Associate with any changes in, or revocation of, permission by an Individual to the Use and/or Disclosure of PHI, if such changes affect Business Associate’s permitted or required Uses and/or Disclosures. Covered Entity will further notify Business Associate of any restriction on the Use and/or Disclosure of PHI agreed to by Covered Entity in accordance with the provisions of 45 CFR 164.522 and any restriction requested by an Individual that Covered Entity is required to comply with in accordance with the provisions of HITECH.

5. Specific Uses and Disclosures Permitted by Business Associate. Except as otherwise limited in the Agreement and this Addendum, Business Associate may:

5.1. Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such Uses and Disclosures are required under state and federal laws.

5.2. Use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B) when such services are required pursuant to the Agreement between the parties.

6. LIABILITY LIMITATIONS. All parties agree to be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without

waiving any sovereign immunity, governmental immunity or available defenses available to the parties under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas.

7. Term and Termination.

7.1. Term. The term of this Addendum shall be effective as of the Effective Date of the Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with Section 7.3 below.

7.2. Termination for Cause. Covered Entity may immediately terminate the Agreement and this Addendum if Covered Entity determines that Business Associate has breached a material term of this Addendum. Alternatively, the Covered Entity may choose, in its sole discretion, to: (i) provide the Business Associate written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within ten (10) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within thirty (30) days from the date of the original notice. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the underlying Agreement and this Addendum.

7.3. Effect of Termination.

7.3.1. Except as provided in paragraph 7.3.2 of this Section, upon termination of the Agreement or this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Section shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2. In the event that Business Associate determines that return or destruction of the PHI is infeasible, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Rights to Proprietary Information; Injunctive Relief. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate understands and acknowledges that any disclosure or misappropriation of any of PHI in violation of this Addendum will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity.

9. Miscellaneous.

9.1. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time to comply with the requirements of applicable federal or state laws or regulations governing the Use or Disclosure of Individually Identifiable Health Information.

9.2. Survival. The respective rights and obligations of Business Associate under Section 7 of this Addendum shall survive the termination of the Agreement and this Addendum.

9.3. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA and HITECH. The provisions of this Addendum shall prevail over any provisions in the underlying Agreement that may conflict or appear inconsistent with any provision in this Addendum.

9.4. No Third Party Beneficiary. Nothing in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.

9.5. Counterparts; Facsimiles. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

9.6. Effect of Addendum. Except as amended by this Addendum, the terms and provisions of the underlying Agreement shall remain in full force and effect.

9.7. Supersedure. In the event that any term or provision of any agreement between the parties conflicts with a term or provision of this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized representatives.

EXECUTED as of this the ____ day of _____, 2016, by CITY and GARLAND, TEXAS.

GARLAND, TEXAS

**Dallas County Hospital District d/b/a
Parkland Health & Hospital System**

By: _____
City Attorney

By: _____

Name: _____

By: _____
City Manager

Title: _____

Date: _____



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

Agenda Item 6.

Meeting Date: October 3, 2016

Item Title: Consider a resolution amending the City of Garland authorized representatives for purposes of participation in the Texas Local Government Investment Pool (TexPool).

Submitted By: Steve Anderson, Investment and Debt Administrator

Summary of Request/Problem

Each entity that participates in the TexPool Investment Pools must appoint authorized representatives. Only authorized representatives have the ability to conduct transactions with TexPool. For security purposes, TexPool requires the governing body approve a resolution to amend existing authorized representatives. Due to staff changes, Financial Services is requesting that authorized representatives to TexPool be amended.

Recommendation/Action Requested and Justification

Approve Resolution amending authorized TexPool Representatives.

Attachments

TexPool Resolution

RESOLUTION NO.

A RESOLUTION AMENDING THE AUTHORIZED REPRESENTATIVES FOR PURPOSES OF PARTICIPATION IN THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garland, Texas is a home-rule municipality that is authorized under the Texas Public Funds Investment Act, Chapter 2256 of the Texas Government Code, to delegate to a public funds investment pool the authority to invest and to act as custodian of investments purchased with local investment funds; and

WHEREAS, the Texas Local Government Investment Pool and TexPool Prime(collectively referred to herein as "TexPool Investment Pools"), are public funds investment pools created under the authority of the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Texas Public Funds Investment Act; and

WHEREAS, the City of Garland, Texas has invested funds in TexPool Investment Pools by having previously entered into a Participation Agreement delegating to TexPool Investment Pools the authority to invest and to act as custodian of investments purchased with local investment funds in accordance with the instructions of the authorized representatives of the City of Garland, Texas; and

WHEREAS, the City of Garland, Texas wishes to amend the previously established list of authorized representatives who may take actions under the Participation Agreement on behalf of the City of Garland, Texas.

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

Section 1

That the individuals whose signatures appear below are authorized representatives of the City of Garland, Texas and are each hereby authorized to transmit funds for investment in TexPool Investment Pools and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds:

1. Name: Matt Watson
Title: Director of Financial Services
Phone/Fax: (972)205-2355/(972)205-2810
Email: mwatson@garlandtx.gov

Signature
2. Name: Steve Anderson
Title: Investment and Debt Director
Phone/Fax: (972)205-2469/(972)205-2810
Email: sanderson@garlandtx.gov

Signature

3. Name: Kathryn Ritchie
Title: Accounting Administrator
Phone/Fax: (972)205-2367/(972)205-2810
Email: kritchier@garlandtx.gov

Signature

Section 2

That Steve Anderson will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Section 3

That this Resolution and its authorization shall remain in full force and effect until amended or revoked by the City of Garland, Texas, and until TexPool Investment Pools receives a copy of any such amendment or revocation.

Section 4

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

PASSED AND APPROVED this the ___ of _____, 2016.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
PLANNING REPORT**

City Council Regular Session Agenda

Agenda Item 7. a.

Meeting Date: October 3, 2016

Item Title: Z 16-22 Wier & Associates, Inc. (District 1)

Submitted By: Will Guerin, Planning Director

REQUEST

Approval of 1) an amendment to Planned Development (PD) District 07-46 for Community Retail Uses and 2) a Detail Plan for Medical and Dental Office/Clinic and Pharmacy (without Drive-Through or Window), a 1.7 acre tract, located at the intersection of President George Bush Turnpike and Elliot Avenue.

OWNER

Gugar Family Number 2 Ltd

PLAN COMMISSION RECOMMENDATION

On September 12, 2016 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a 1) an amendment to Planned Development (PD) District 07-46 for Community Retail Uses and 2) a Detail Plan for Medical and Dental Office/Clinic and Pharmacy (without Drive-Through or Window).

STAFF RECOMMENDATION

Approval of 1) an amendment to Planned Development (PD) District 07-46 for Community Retail Uses and 2) a Detail Plan for Medical and Dental Office/Clinic and Pharmacy (without Drive-Through or window).

BACKGROUND

In 2006 the subject property, along with 6 other lots, were zoned Planned Development (PD) District 06-79 with a Concept Plan (Exhibit F) that showed an overall development plan that included two hotels, two office buildings, and four restaurants, one of which would be located on the subject property (Lot 3, Block 3 on Exhibit F). The intent of the Planned Development was to create an area of retail, restaurants, and hospitality uses to support the Curtis Culwell Center. The numerous conferences and special events within the area warranted a site dedicated to the type of services a retail and commercial area would provide. The adjacent properties within the Planned Development have been developed consistently with the overall plan including a hotel, two restaurants and a multi-tenant retail building that includes restaurants.

In 2007 City Council approved Planned Development (PD) District 07-46 with a Detail Plan (Exhibit G), allowing the construction of a restaurant on the subject property; however, the

development of such restaurant never came to fruition. The applicant proposes to amend Planned Development (PD) District 07-46 and has brought forward a Detail Plan to develop the subject property with a building that will house a medical office and a pharmacy without a drive-through or window.

SITE DATA

The subject property contains approximately 1.7 acres in area, with approximately 250 lineal feet of frontage along the service road of President George Bush Turnpike and 290 lineal feet of frontage along Elliot Avenue. The site will be accessed from both thoroughfares.

USE OF PROPERTY UNDER CURRENT ZONING

With the Community Retail (CR) District as the base zoning district, Planned Development (PD) 07-46 allows uses as they are permitted in the Community Retail (CR) District. Medical and Dental Office/Clinic and Pharmacy (without Drive-Through or Window) are land uses permitted by right; however, approval of a Detail Plan illustrating the layout and design of the proposed development is required prior to the issuance of construction permits.

CONSIDERATIONS

1. The applicant has brought forward a Detail Plan (Exhibit C) to develop a two-tenant, 12,000-square foot building. One tenant space will have 7,000 square feet in area dedicated for medical office use while the other tenant space will have an area of 5,000 square feet dedicated for a pharmacy without a drive-through or window. The medical office patient drop-off point will be on the north side of the building and an ambulance drop-off point will be on the south side of the building.
2. Section 2.51 of the Garland Development Code establishes a minimum parking requirement of 1 parking space for every 250 square feet of gross floor area. This development will require 48 parking spaces and the Detail Plan proposes 49 parking spaces.
3. The proposed landscape and screening layout (Exhibit D) complies with the applicable screening and landscape regulations in Chapter 4 of the Garland Development Code.
4. The design of the building (Exhibit E) is required to comply with the following Garland Development Code requirements:
 - All building elevations are required to consist of at least eighty percent masonry per Section 4.83(A).
 - At least two different exterior construction materials must be applied on facades visible from the streets in accordance with Section 4.83(A).
 - At least six of the twelve 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 design requirements.

5. Planned Development (PD) District 07-46 limits freestanding signage to one monument sign along the service road of President George Bush Turnpike. The applicant proposes one monument sign and attached signage that will comply with the applicable regulations

in the Garland Development Code.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Community Centers for the subject property. Community Centers are areas with compact development, primarily non-residential, serving a collection of neighborhoods. This type of development consists of a mix of uses, including retail, services, office use, multi-family residential, and entertainment. Community Centers may be developed at the intersections of major arterial streets and along major arterials, highways, and turnpike corridors. This type of area is served by numerous roads and transit routes, providing a variety of connections to adjacent residential neighborhoods, retail centers, and employment centers.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

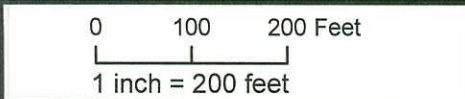
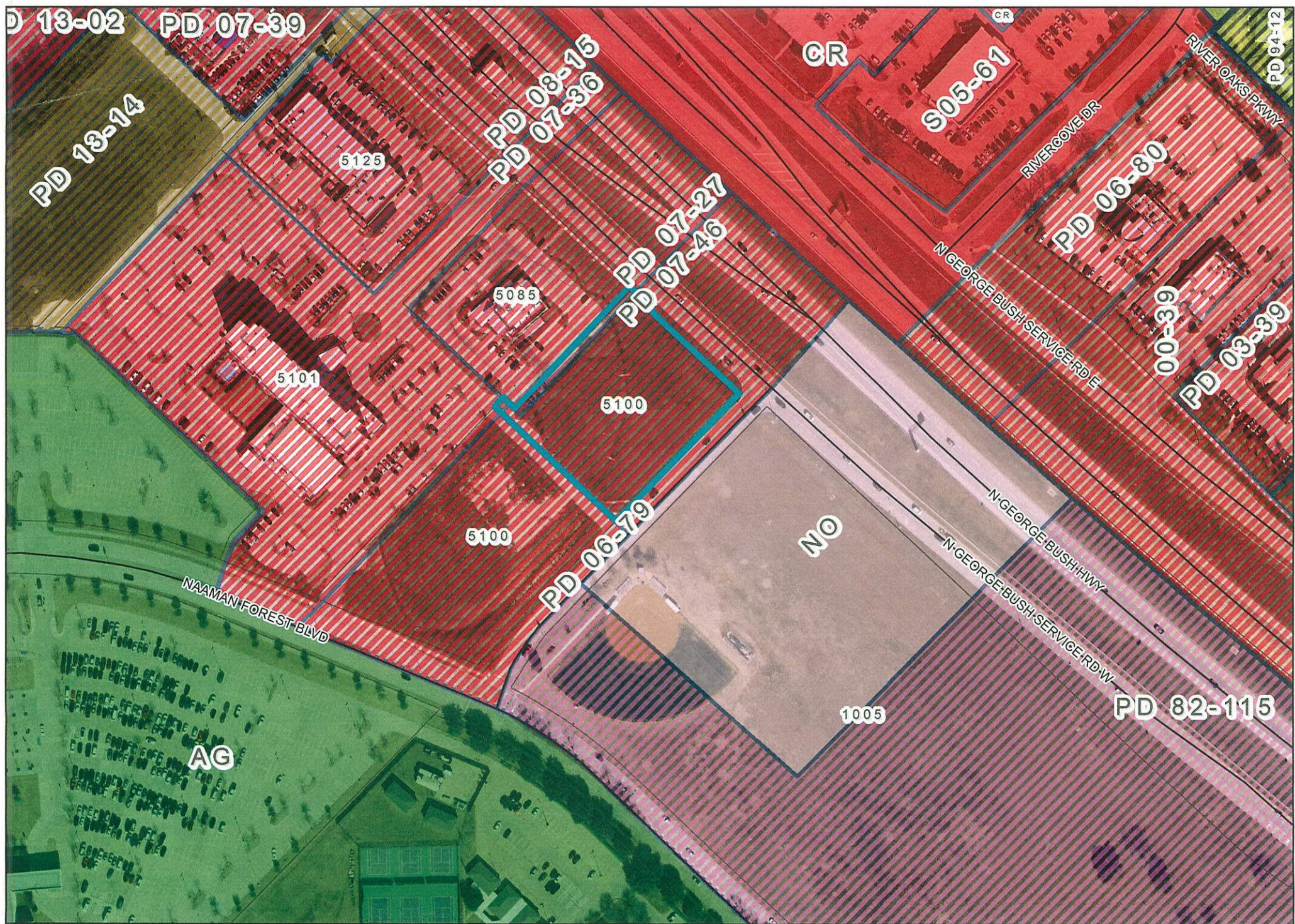
The properties to the north, across SH 190, and northwest from the subject property are zoned for Community Retail Uses and have developed with a variety of restaurant and commercial uses. The properties to the southeast are zoned for Neighborhood Office Uses; these properties are currently developed with a baseball field. The properties immediately to the southwest are zoned for Community Retail Uses and are developed with a hotel and a Detail Plan has recently been approved for the development of a second hotel. The properties to the south, across Naaman Forest Boulevard, are zoned for Agricultural Uses; these properties are developed with Naaman Forest High School and the Curtis Culwell Center.

The design of the building is contemporary in character and the scale of the overall development is compatible with most of the retail and restaurant buildings that have been constructed on the surrounding properties. The architectural design of the medical building will add aesthetic value to the surrounding area.


Attachments

Z 16-22 Wier & Associates Attachments

Z 16-22 Wier & Associates Responses



ZONING **Z 16-22**

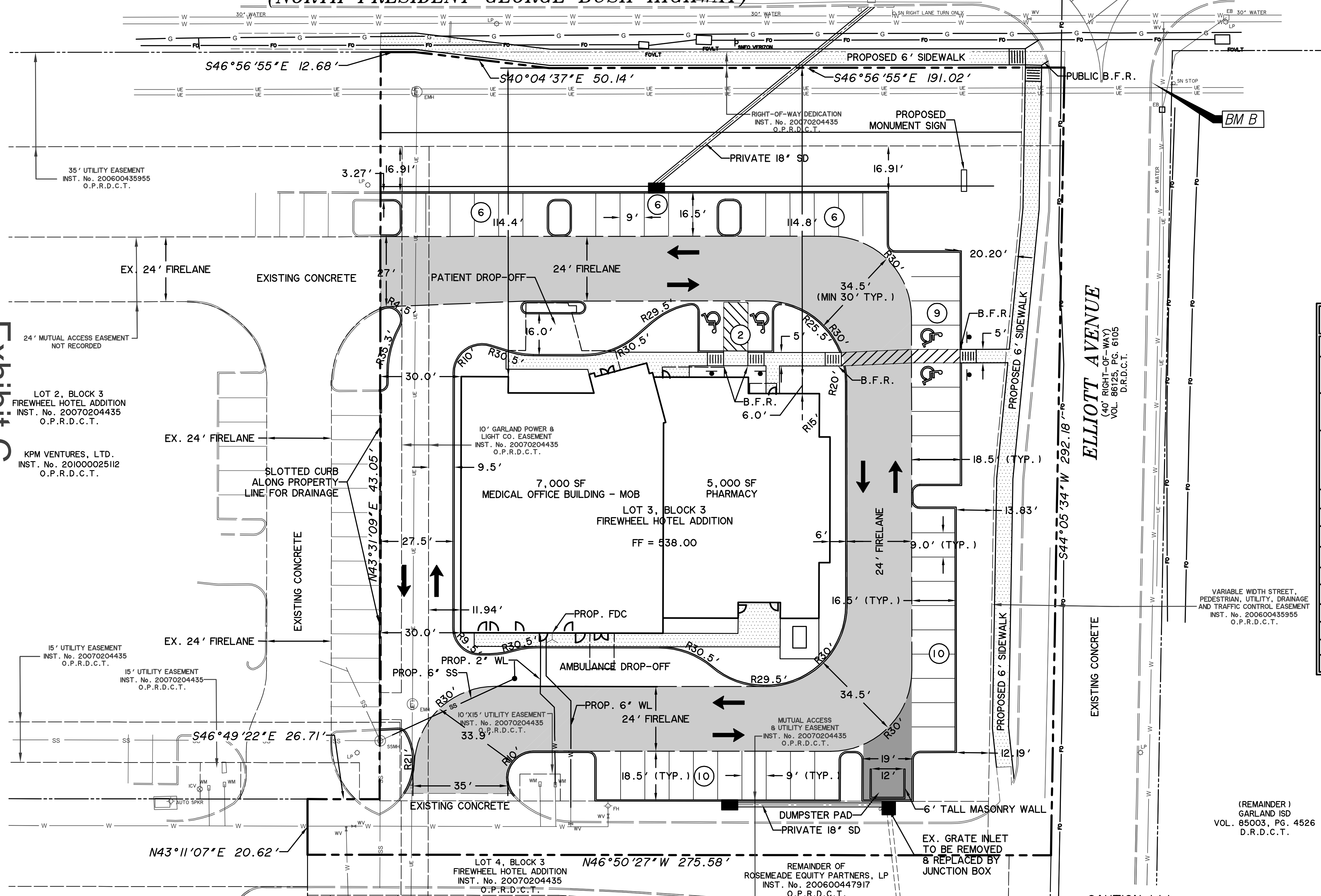
 INDICATES AREA OF REQUEST

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 16-22

- I. Statement of Purpose:** The purpose of this Planned Development is to permit the development of Medical and Dental Office/Clinic and Pharmacy (without Drive-Through or Window).
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Detail Plan:** Development shall be in general conformance with the Detail Plan labeled Exhibit C. In the event there is conflict between the approved Detail Plan and the Specific Regulations below, the Specific Regulations shall apply.
- V. Specific Regulations:**
- A. Permitted Uses: Only those uses as permitted in the Community Retail (CR) District. Restaurant, Drive-Through, however, is not a permitted use on the subject property.
- B. Screening and Landscaping: Screening and landscaping shall be in general conformance with the landscape plan labeled Exhibit D.
- C. Elevations: Building elevations shall be in general conformance with the elevations labeled Exhibit E.
- D. Signage: Freestanding signage shall be limited to one monument sign along the service road of President George Bush Turnpike. Freestanding signage and attached signage shall comply with the applicable regulations in the Garland Development Code.

STATE HIGHWAY 190
(NORTH PRESIDENT GEORGE BUSH HIGHWAY)



LEGEND	
	PROPOSED LANDSCAPE SEEDING AREAS
	PROPOSED CONCRETE SIDEWALK
	5" - 3000 PSI CONC. (LIGHT DUTY)
	6" - 3600 PSI CONC. (MEDIUM DUTY)
	7" - 3600 PSI CONC. (DUMPSTER PAD)
	PARKING STALL COUNT
	E.O.P. EDGE OF PAVEMENT
	BFR BARRIER FREE RAMP
	HANDICAP PARKING

SITE DATA	
ZONING	PLANNED DEVELOPMENT (CO)
CURRENT USE	VACANT
PROPOSED USE	MEDICAL OFFICE BUILDING - MOB
BUILDING AREA	MOB 12,000 S.F.
PARKING REQ'D.	MOB 1 SPACE/250 SF 12,000/250 SF = 48 SPACES MATERIAL: CONCRETE PAVEMENT
TOTAL PARKING PROVIDED	49
HANDICAP REQUIRED	2
HANDICAP PROVIDED	4
BUILDING HEIGHT PROPOSED	1 STORY
FINISHED FLOOR ELEVATION	538.00
LOT AREA GROSS	1.701 AC (74,098 S.F.)
IMPERVIOUS AREA	55,134 S.F.
% LOT COVERAGE	16.19 %
MAX FLOOR AREA RATIO	NONE
FLOOR AREA RATIO	0.16:1

*** BENCHMARKS ***

BM.A - CITY OF GARLAND GPS MONUMENT #8, 3-INCH ALUMINUM DISC AT THE NORTH CORNER OF NAAMAN FOREST BLVD AND ELLIOTT AVE.
ELEVATION = 528.91 FT.

BM.B - AN "X" CUT ON THE SOUTHWEST END OF THE CURB RETURN ON THE SOUTHEAST SIDE OF ELLIOTT AVE, ABOUT 40 FEET SOUTHWEST OF THE EASTBOUND SERVICE ROAD OF GEORGE BUSH TURNPIKE.
ELEVATION = 536.42 FT.

- GENERAL NOTES:**
- ALL COORDINATES ARE TO THE BACK OF CURB, UNLESS NOTED OTHERWISE.
 - DIMENSIONS SHOWN ARE TO THE BACK OF CURB, UNLESS NOTED OTHERWISE.
 - ALL PROPOSED CURB RADIUS ARE 2.5' B/C, WITHIN PARKING LOT, UNLESS NOTED OTHERWISE.
 - SEE ARCHITECTURAL PLANS FOR BLDG. DIMENSIONS.
 - ALL CONCRETE PAVEMENT SHALL HAVE 6" CURBS UNLESS OTHERWISE NOTED.

CAUTION !!!
UNDERGROUND UTILITIES

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS ARE BASED ON REFERENCE INFORMATION SUPPLIED BY VARIOUS OWNERS OF THE FACILITIES. THE ENGINEER DOES NOT ACCEPT THE RESPONSIBILITY FOR THE GRAPHICAL REPRESENTATION OF THE UTILITIES SHOWN, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES, BOTH HORIZONTALLY AND VERTICALLY, PRIOR TO CONSTRUCTION, TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.



CASE NO. 160519-4

PRINTED: 7/28/2016 5:29 PM. FILE: WIER-PAVING.STB. LAST SAVED: 7/28/2016 5:29 PM. FILE: RYANR. FILE: 07-PAVING-PLAN-15142.01.DWG

Exhibit C

PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76010 METRO (817)467-7700
www.wierassociates.com
Texas Firm Registration No. F-2776

NO.	DATE	DESCRIPTION	BY

EMERGIS - FIREWHEEL
LOT 3, BLOCK 3
FIREWHEEL HOTEL
ADDITION
GARLAND, TEXAS

PLANNED DEVELOPMENT
SITE PLAN

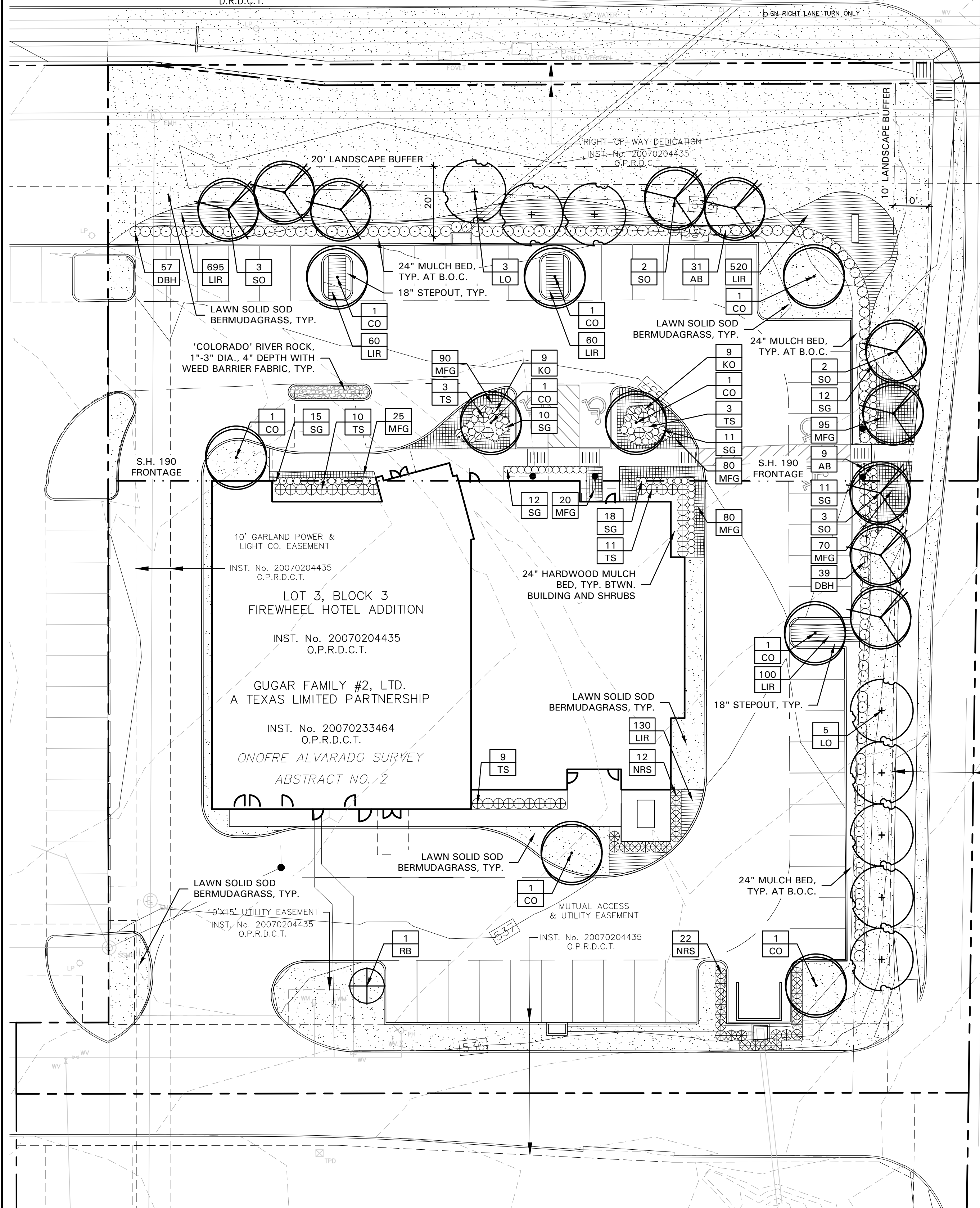
PRELIMINARY PLANS FOR PROJECT REVIEW. NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
Prepared By/Or Under Direct Supervision Of
Jacob H. Fears, PE
Texas Registration No. 99376
On Date Shown Below.

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WIER & ASSOCIATES, INC.
LAST SHEET EDIT
DATE: 7/28/2016
WA# 15142.01

SHEET NO.
07

STATE HIGHWAY 190
(NORTH PRESIDENT GEORGE BUSH HIGHWAY)
(VARIABLE WIDTH RIGHT-OF-WAY)
VOL. 87123, PG. 2348
VOL. 87123, PG. 2365
D.R.D.C.T.

APPROX. LOCATION
SURVEY LINE



LANDSCAPE TABULATIONS
THE CITY OF GARLAND, TEXAS

TOTAL LANDSCAPE AREA

1. 10% of site to be landscaped.

Total Site: 74,060 s.f.
Required 7,406 s.f. (10%)
Provided 21,957 s.f. (30%)

LANDSCAPE BUFFERS

- 20' landscape buffer and one (1) tree and seven (7) shrubs per 30 l.f. adjacent to AA thoroughfare or larger.
- 10' landscape buffer and one (1) tree per 30 l.f. adjacent to all other street types.
- 75% max. turf in landscape buffer area.

HWY 190: 253 l.f.

Area: 5,022 s.f.
Required 20' landscape buffer (8) trees, 3" cal. (59) shrubs
3,767 s.f. (75%) max. turf
Provided 20' landscape buffer (8) trees, 3" cal. (67) shrubs
3,191 s.f. (64%) turf

Elliott Avenue: 292 l.f.

Area: 2,787 s.f.
Required 10' landscape buffer (10) trees, 3" cal. 2,090 s.f. (75%) max. turf
Provided 10' landscape buffer (10) trees, 3" cal. 2,050 s.f. (74%) turf

PARKING AREA LANDSCAPING (S.H. 190 FRONTAGE)

- 10% of parking area covered in living landscape.
- Two (2) large canopy trees within 65 feet of all parking spaces.
- Two (2) large canopy trees per 10 spaces.
- Screen parking with a continuous row of shrubs at least 3 feet in height within 2 years of installation.

Parking Area: 12,161 s.f.

Parking spaces: 25
Required 1,216 s.f. (10%) (6) trees, 3" cal. 36" ht. screen
Provided 1,641 s.f. (13%) (6) trees, 3" cal. 36" ht. screen

PARKING AREA LANDSCAPING (OTHER PARKING AREAS)

- 5% of parking area covered in living landscape.
- One (1) large canopy tree within 65 feet of all parking spaces.
- One (1) large canopy tree per 10 spaces.
- Screen parking with a continuous row of shrubs at least 3 feet in height within 2 years of installation.

Parking Area: 17,246 s.f.

Parking spaces: 24
Required 862 s.f. (5%) (3) trees, 3" cal. 36" ht. screen
Provided 1,417 s.f. (8%) (3) trees, 3" cal. 36" ht. screen

ELLIOTT AVENUE
(40' RIGHT-OF-WAY)
VOL. 86125, PG. 6105
D.R.D.C.T.

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
CO	<i>Quercus muhlenbergii</i>	Chinkapin Oak	9	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
LO	<i>Quercus virginiana</i>	Live Oak	8	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
RB	<i>Cercis canadensis 'Oklahoma'</i>	Oklahoma Redbud	1	30 gal.	container grown, 8' ht., 4' spread min.
SO	<i>Quercus shumardii</i>	Shumard Red Oak	10	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
SHRUBS/GROUND COVER					
AB	<i>Abelia grandiflora</i>	Glossy Abelia	40	5 gal.	container full, 24" height, 36" o.c.
DBH	<i>Ilex cornuta 'Burfordii Nana'</i>	Dwarf Burford Holly	96	5 gal.	container full, 24" height, 36" o.c.
KO	<i>Rosa hybrida 'Radtko'</i>	Double Knock Out Rose	18	5 gal.	container full, 20" spread, 24" o.c.
LIR	<i>Liriope muscari 'Big Blue'</i>	Liriope 'Big Blue'	1565	4" pots	container full top of container, 12" o.c.
MFG	<i>Nassella tenuissima</i>	Mexican Feathergrass	460	1 gal.	container full, 18" o.c.
NRS	<i>Ilex ssp. 'Nellie R. Stevens'</i>	Nellie R. Stevens Holly	34	7 gal.	container full to base, 36" ht., 36" o.c.
SG	<i>Salvia greggii 'Red'</i>	Salvia Greggii 'Red'	89	5 gal.	container full, 20" spread 24" o.c.
TS	<i>Laucophyllum frutescens 'Green Cloud'</i>	Texas Sage 'Green Cloud'	36	5 gal.	container full, 20" spread, 36" o.c.
	<i>Cynodon dactylon</i>	Common Bermudagrass			refer to notes

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

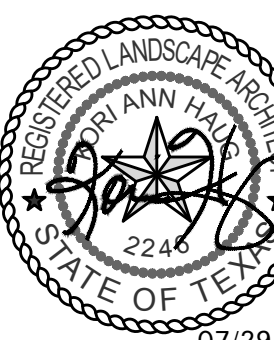
- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76010 METRO (817)467-7700
www.wierassociates.com
Texas Firm Registration No. F-2776

BY	DESCRIPTION

LOT 3, BLOCK 3
FIREWHEEL
HOTEL ADDITION
GARLAND, TEXAS

LANDSCAPE PLAN

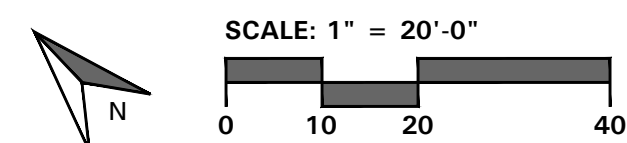


DATE 7/13/2016

L1.01

CASE NO. Z 16-22

GENERAL TREE SURVEY NOTE:
NO EXISTING TREES LOCATED ON SITE



BELLE FIRMA

4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

Exhibit D

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

- A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

- A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

- Planting (trees, shrubs and grasses)
- Bed preparation and fertilization
- Notification of sources
- Water and maintenance until final acceptance
- Guarantee

1.3 REFERENCE STANDARDS

- A. American Standard for Nursery Stock published by American Association of Nurserymen: 27 October 1980, Edition; by American National Standards Institute, Inc. (Z60.1) - plant material
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Texas Association of Nurserymen, Grades and Standards
- D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel and crushed stone. Samples shall be approved by Owner's Authorized Representative before use on the project.

1.5 JOB CONDITIONS

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below final finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- A. Maintenance:
- The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.
 - Maintenance shall include watering of trees and plants, cultivation, weeding, spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
 - A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.
- B. Guarantee:

- Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.
 - Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
 - At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
 - When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.

- The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.
- The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
- Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume maintenance on the accepted work.
- Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

- C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

1.7 QUALITY ASSURANCE

- A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.
- B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.
- C. Selection of Plant Material:
- Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or exceed project specifications.
 - Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.
 - Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
 - Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material of height and spread dimensions,

do not measure from branch or root tip-to-tip.

- Owner's Authorized Representative shall inspect all plant material with requirements for genus, species, cultivar / variety size and quality.
- Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects.
- Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Preparation:
- Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.
 - Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.
- B. Delivery:
- Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.
 - Deliver only plant materials that can be planted in one day with adequate storage and watering facilities are available on job site.
 - Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.
 - Protect plants during delivery to prevent damage to root balls or desiccation of leaves. Keep plants moist at all times. Cover all materials during transport.
 - Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.
 - Remove rejected plant material immediately from job site.
 - To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

- A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.
- B. Quantities: The drawings and specifications are complimentary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.
- C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.
- D. Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as

specified at no additional cost to the Owner.

- Trees shall be healthy, full-branched, well-shaped, and shall meet the minimum trunk and diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree loose in the ball or with a broken root ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, measured six (6") inches above ball. (Nomenclature conforms to the customary nursery usage. For clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)
- Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

- A. Sandy Loam:
- Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.
 - Physical properties as follows:
 - Clay - between 7-27 percent
 - Silt - between 15-25 percent
 - Sand - less than 52 percent
 - Organic matter shall be 3%-10% of total dry weight.
 - If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.
- B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.
- C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas; Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal.
- D. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.
- E. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.
- F. Organic Fertilizer: Fertilaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.
- G. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulfur and 4% iron, plus micronutrients.
- H. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- A. Steel Edging: All steel edging shall be 3/16" thick x 4" deep x 16' long with 6 stakes per section, painted black at the factory as manufactured by The J.D. Russell Company and under its trade name DURAEDGE Heavy Duty Steel.
- B. Staking Material for Shade Trees: refer to details.
- C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.
- D. Filter Fabric: 'Mirafi Mirascape' by Mirafi Construction Products available at Lone Star Products, Inc., (469) 523-0444 or approved equal.
- E. River Rock: 'Colorado' or native river rock, 2" - 4" dia.

- F. Decomposed Granite: Base material shall consist of a natural material mix of granite aggregate not to exceed 1/8" diameter in size and shall be composed of various stages of decomposed earth base.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

- A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.
- B. All planting areas shall be conditioned as follows:
- Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per Manufacturer's recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.
 - All planting areas shall receive a two (2") inch layer of specified mulch.
 - Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.

- C. Grass Areas:
- Grass of sod should be laid joint to joint (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.

3.2 INSTALLATION

- A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.
- B. Plant materials shall be delivered to the site only after the beds are prepared and areas are ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.
- C. Position the trees and shrubs in their intended location as per plan.
- D. Notify the Owner's Authorized Representative for inspection and approval of all positioning of plant materials.
- E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.
- F. Shrub and tree pits shall be no less than twenty-four (24") inches wider than the lateral dimension of the earth ball and six (6") inches deeper than it's vertical dimension. Remove and haul from site all rocks and stones over three-quarter (3/4") inch in diameter. Plants should be thoroughly moist before removing containers.
- G. Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.
- H. Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per

tree planting detail as approved by the Landscape Architect if the percolation test fails.

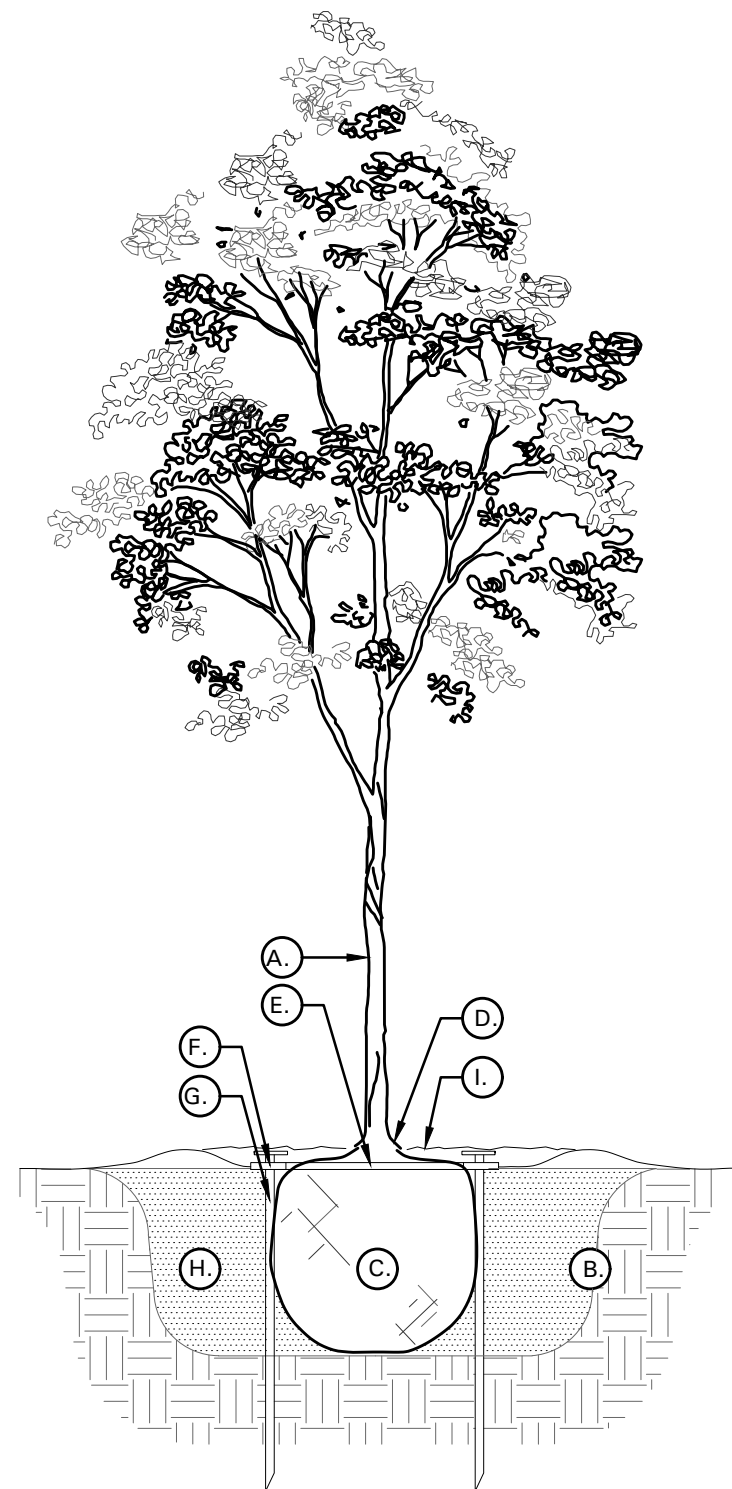
- Backfill only with 5 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top 1/2 of the ball, as well as all nylon, plastic string and wire. Container trees will usually be root bound, if so follow standard nursery practice of "root scoring".
- Do not wrap trees.
- Do not over prune.
- Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.
- All plant beds and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.
- Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3') feet below grade and no less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.
- Trees and large shrubs shall be staked as site conditions require. Position stakes to secure trees against seasonal prevailing winds.
- Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by the National Arborist Association.

- Q. Steel Curbing Installation:
- Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.
 - All steel curbing shall be free of kinks and abrupt bends.
 - Top of curbing shall be 1/2" maximum height above final finished grade.
 - Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.
 - Do not install steel edging along sidewalks or curbs.
 - Cut steel edging at 45 degree angle where edging meets sidewalks or curbs.

- Dead wood, suckers, broken and badly bruised branches shall be removed. General tipping of the branches is not permitted. Do not cut terminal branches.
- Pruning shall be done with clean, sharp tools.
- Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2") inches in depth. This limit of the organic material for trees shall be the diameter of the plant pit.

3.3 CLEANUP AND ACCEPTANCE

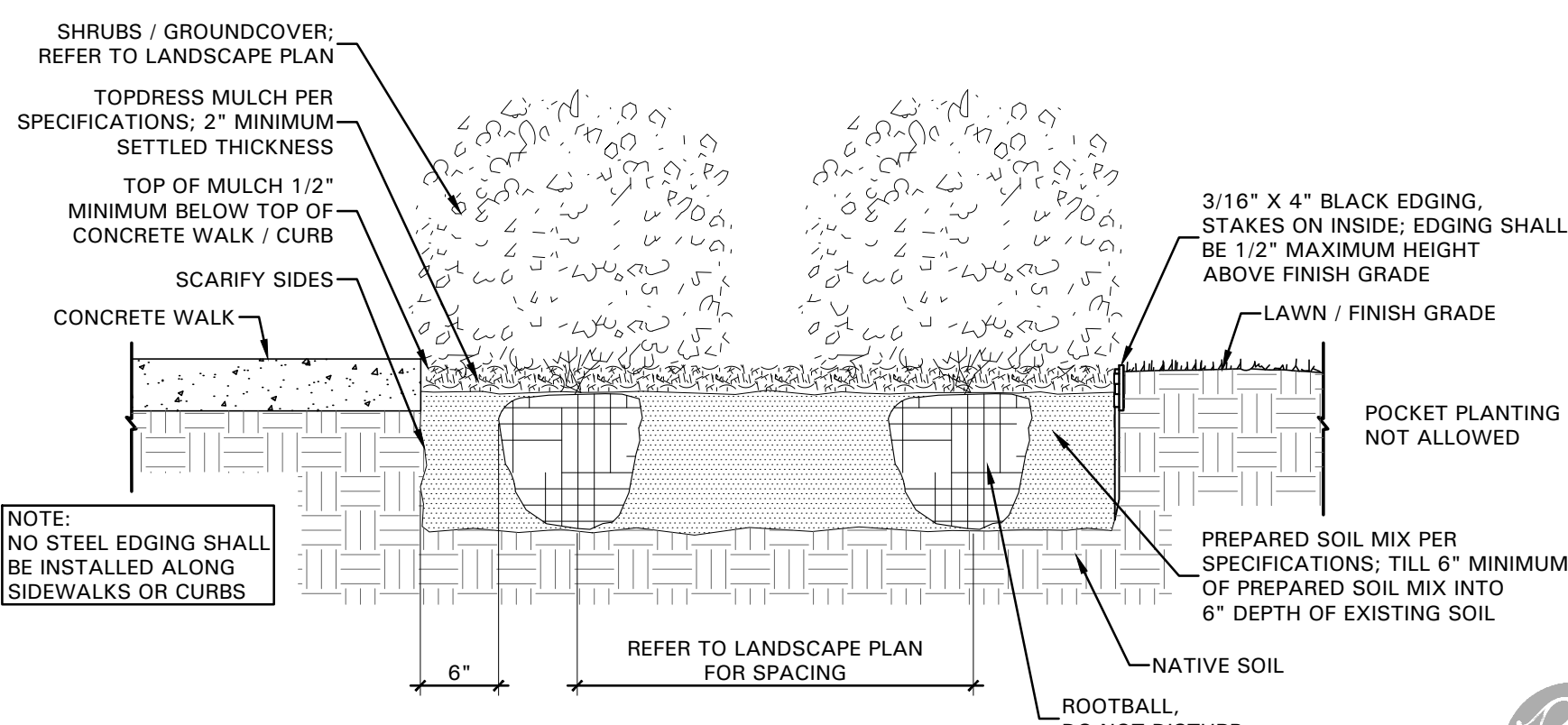
- A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized so that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing them at end of each work day.
- END OF SECTION



01 TREE PLANTING DETAIL
NOT TO SCALE

TREE PLANTING DETAIL LEGEND AND NOTES

- A. TREE: TREES SHALL CONFORM WITH LATEST AMERICAN STANDARD FOR NURSERY STOCK. www.anla.org
- B. TREE PIT: WIDTH TO BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE ROOT BALL. CENTER TREE IN HOLE & REST ROOT BALL ON UNDISTURBED NATIVE SOIL.
- C. ROOT BALL: REMOVE TOP 1/2 BURLAP AND ANY OTHER FOREIGN OBJECT; CONTAINER GROWN STOCK TO BE INSPECTED FOR GIRDLING ROOTS.
- D. ROOT FLARE: ENSURE THAT ROOT FLARE IS EXPOSED, FREE FROM MULCH AND AT LEAST TWO INCHES ABOVE GRADE. TREES SHALL BE REJECTED WHEN GIRDLING ROOTS ARE PRESENT & ROOT FLARE IS NOT APPARENT.
- E. ROOTBALL ANCHOR RING: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. PLACE ROOTBALL ANCHOR RING ON BASE OF ROOTBALL, TRUNK SHOULD BE IN THE CENTER OF THE RING.
- F. 'U' BRACKET.
- G. NAIL STAKE: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. INSTALL NAIL STAKES WITH HAMMER OR MALLET FIRMLY INTO UNDISTURBED GROUND. DRIVE NAIL STAKES FLUSH WITH 'U' BRACKET ADJACENT TO ROOTBALL (DO NOT DISTURB ROOTBALL).
- H. BACKFILL: USE EXISTING NATIVE SOIL (no amendments) WATER THOROUGHLY TO ELIMINATE AIR POCKETS.
- I. MULCH: DOUBLE SHREDDED HARDWOOD MULCH 2 INCH SETTLED THICKNESS, WITH 2" HT. WATERING RING; ENSURE THAT ROOT FLARE IS EXPOSED. BELOW GROUND STAKE SHOULD NOT BE VISIBLE.
- J. TREE STAKES: TREE STAKE SOLUTIONS 'SAFETY STAKE' BELOW GROUND MODEL AVAILABLE FROM: Tree Stake Solutions ATTN: Jeff Tuley (903) 676-6143 jeff@treestakesolutions.com www.treestakesolutions.com OR APPROVED EQUAL. TREES SHALL BE STAKED BELOW GROUND WHERE NECESSARY; ABOVE GROUND STAKING IS EXPRESSLY PROHIBITED.
- K. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE MANUFACTURER'S SPECIFICATIONS PRIOR TO INSTALLATION OF TREE STAKES. CONTRACTOR SHALL ADHERE TO MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND OTHER REQUIREMENTS FOR TREE STAKE INSTALLATION.



02 SHRUB / GROUNDCOVER DETAIL
NOT TO SCALE

CASE NO. Z 16-22

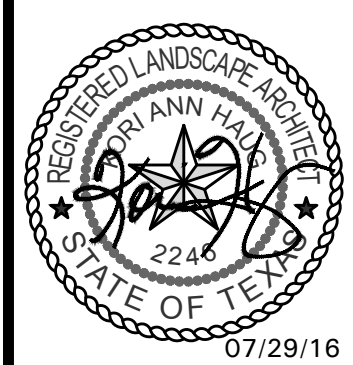


- 4245 North Central Expy
- Suite 501
- Dallas, Texas 75205
- 214.865.7192 office

NO.	DESCRIPTION	BY

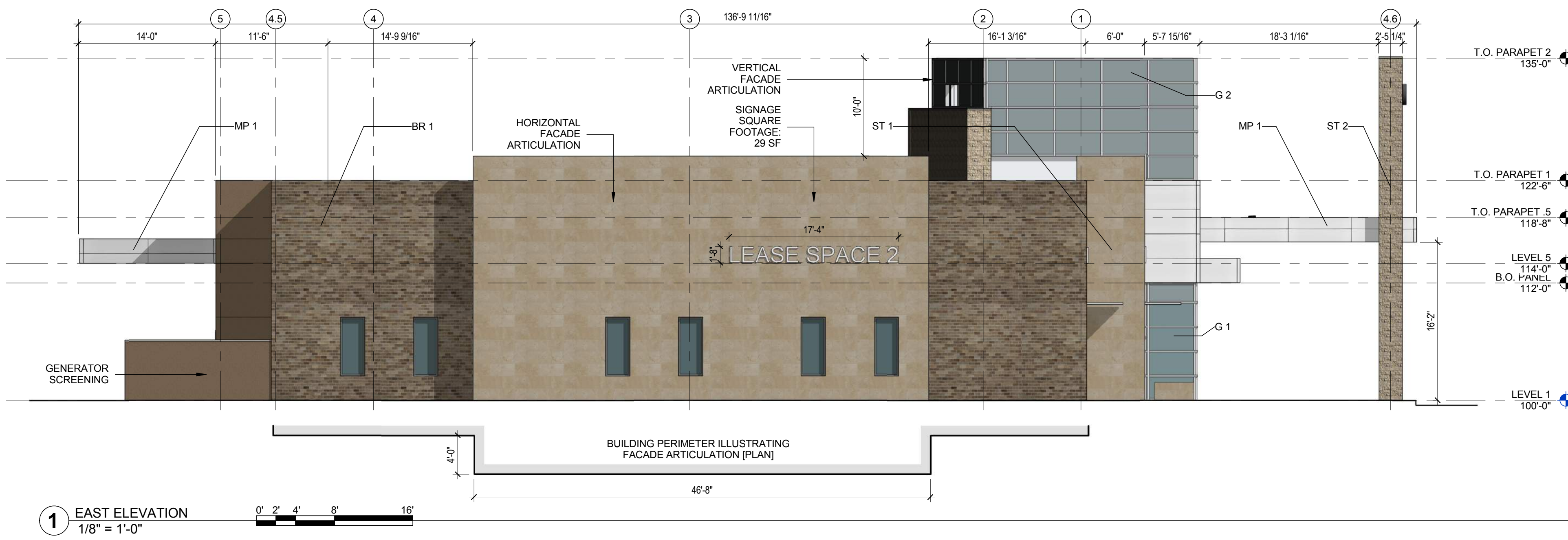
LOT 3, BLOCK 3
 FIREWHEEL
 HOTEL ADDITION
 GARLAND, TEXAS

LANDSCAPE
 SPECIFICATIONS
 AND DETAILS

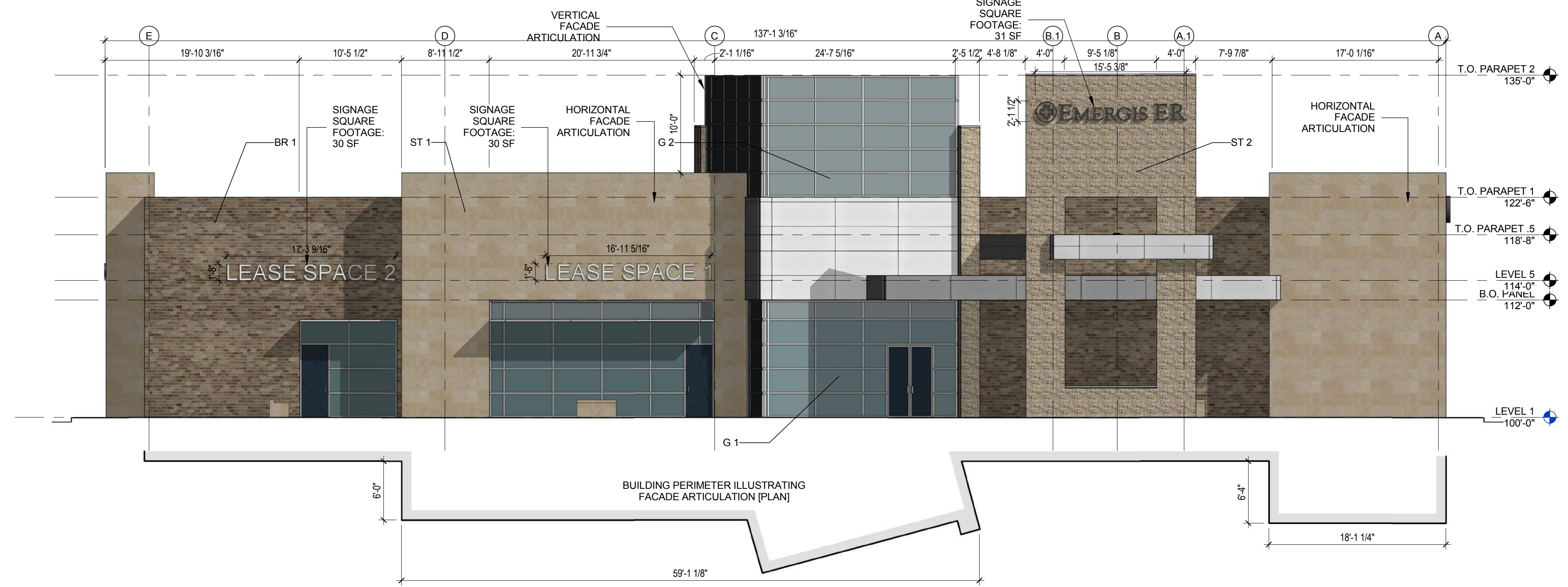


DATE 7/13/2016

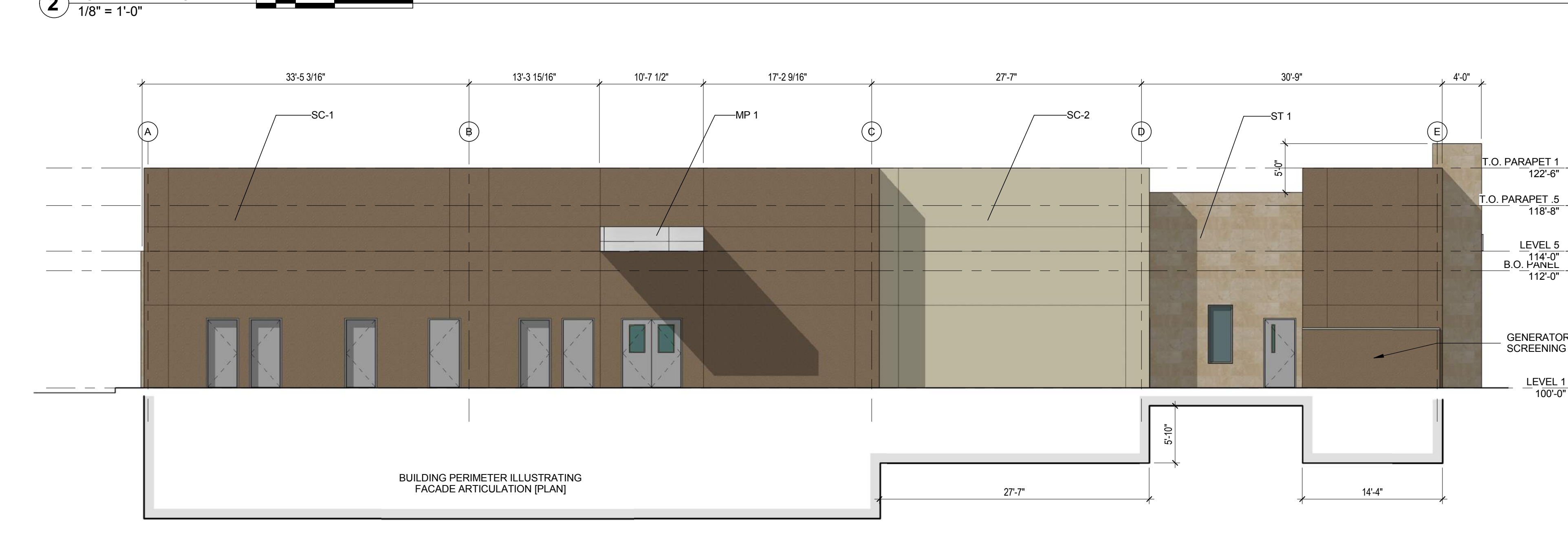
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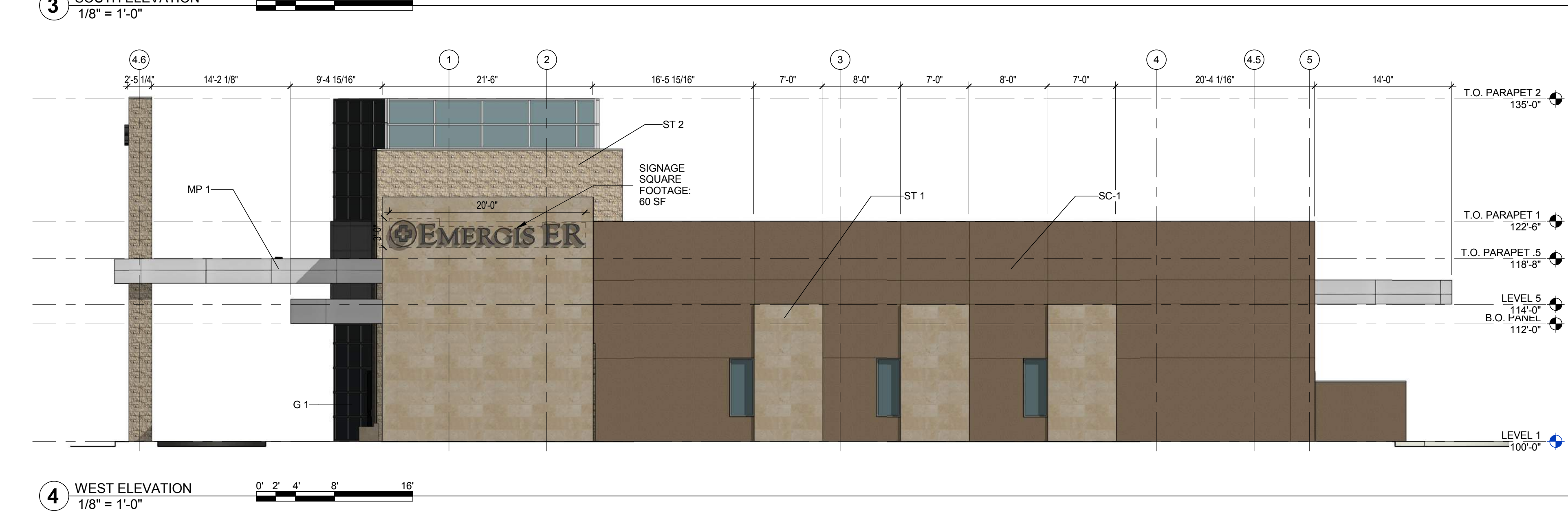
BRICK
BR 1: 919 SF [37 %]
STONE
ST 1: 1109 SF [44 %]
ST 2: 207 SF [9 %]
METAL PANEL
MP 1: 259 SF [10 %]
TOTAL AREA: 2494 SF



BRICK
BR 1: 1030 SF [37 %]
STONE
ST 1: 1158 SF [40 %]
ST 2: 390 SF [14 %]
METAL PANEL
MP 1: 260 SF [9 %]
TOTAL AREA: 2838 SF



STUCCO
SC 1: 2404 SF [85 %]
STONE
ST 1: 380 SF [13 %]
ST 2: - SF
METAL PANEL
MP 1: 48 SF [2 %]
TOTAL AREA: 2832 SF



STUCCO
SC 1: 1361 SF [54 %]
STONE
ST 1: 832 SF [32 %]
ST 2: 229 SF [9 %]
METAL PANEL
MP 1: 118 SF [5 %]
TOTAL AREA: 2540 SF



3D VIEW - FRONT



3D VIEW - BACK

FAÇADE ARTICULATION:

SECTION 4.83 (ILLUSTRATION 4-7) OF THE GARLAND DEVELOPMENT CODE REQUIRES HORIZONTAL BUILDING ARTICULATION OF BUILDINGS WITH LINEAR STREET-FRONTAGE GREATER THAN 80 FEET SHALL HAVE NO LESS THAN 30% OF THE TOTAL AREA OF THE FRONT FAÇADE OFFSET A MINIMUM OF 4 FEET. ALSO REQUIRED, IS VERTICAL ARTICULATION OF BUILDINGS GREATER THAN 50 FEET IN WIDTH TO HAVE NO LESS THAN 20% OFFSET OF 3 FEET. THE NORTH AND EAST FAÇADES OF THE PROPOSED EMERGIS COMPLIES WITH THESE REQUIREMENTS. THE 100 FOOT-LONG EAST FAÇADE PROVIDES 46'-7" [47%] OF HORIZONTAL ARTICULATION AND 26'-6" [27%] OF VERTICAL ARTICULATION. THE NORTH 136 FOOT-LONG FAÇADE PROVIDES 77' [57%] OF ARTICULATION AND 46'-6" [47%] OF VERTICAL ARTICULATION.

SIGNAGE:

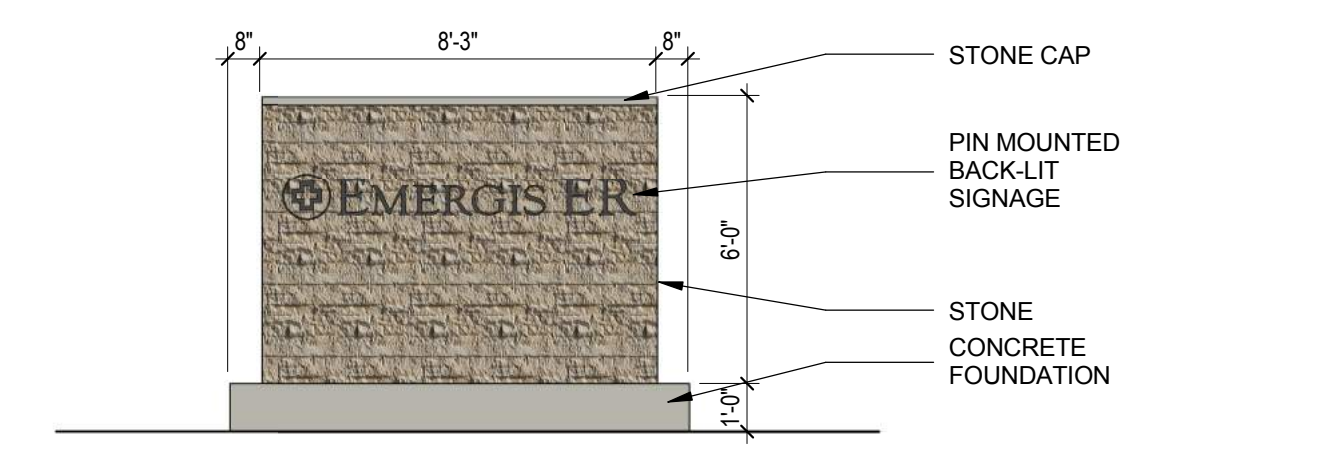
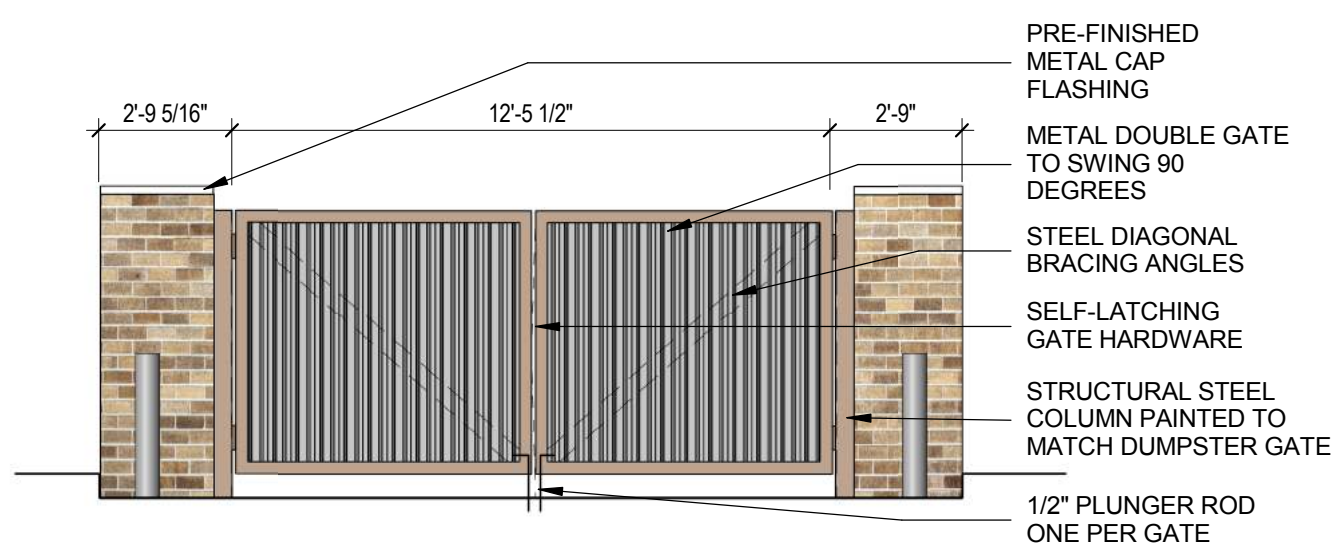
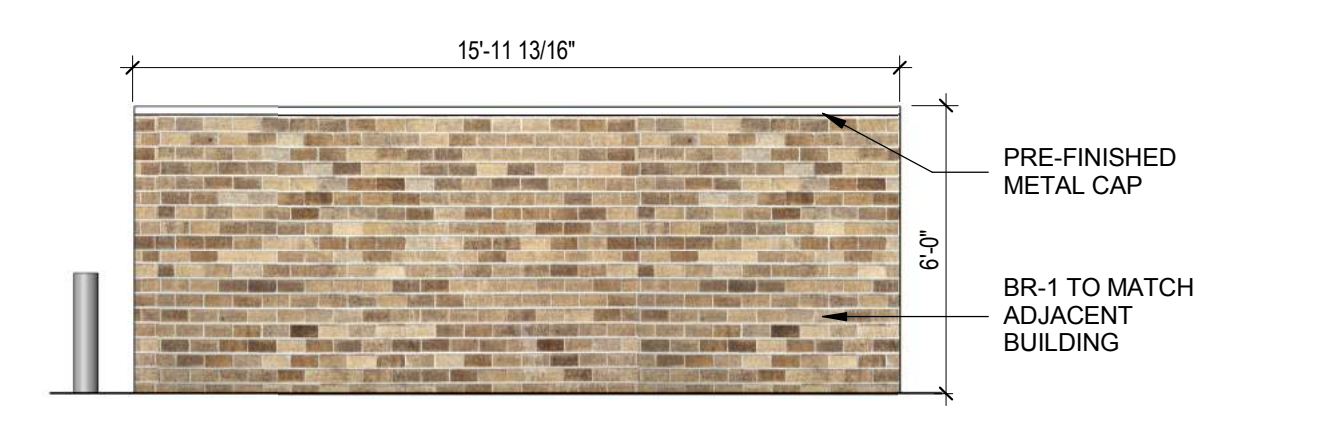
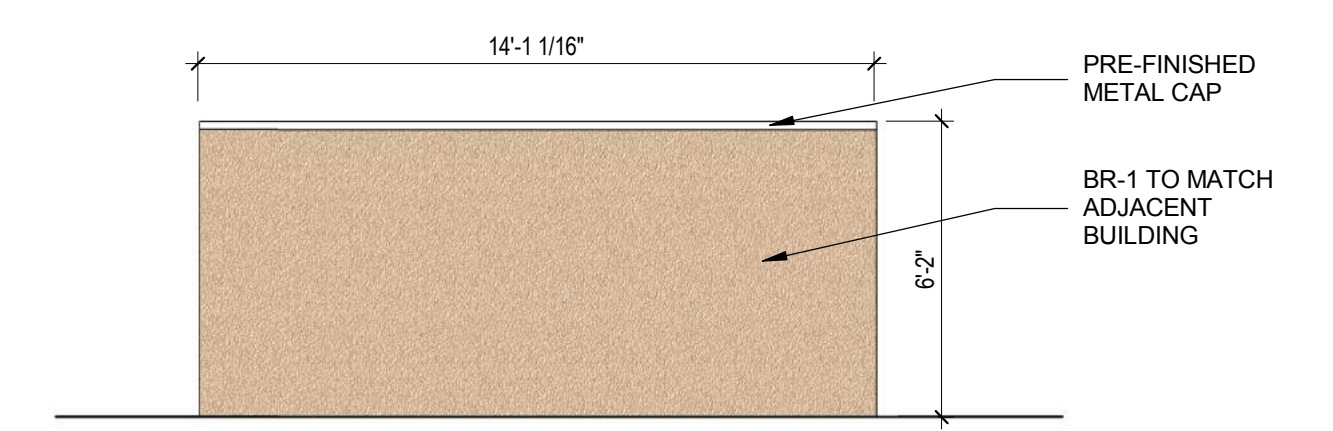
SECTION 4.78 OF THE GARLAND DEVELOPMENT CODE REGULATES SIGNAGE REQUIREMENTS ATTACHED TO BUILDING FAÇADES. THE EMERGIS ER SIGNAGE ON THE WEST, EAST AND NORTH FAÇADES COMPLY WITH SIGNAGE REQUIREMENTS IN REGARDS TO SIGNAGE AREA AND PLACEMENT.

METAL PANEL :

ALUCOBOND CHAMPAGNE METALLIC, BRUSHED 50, OR SIMILAR METALLIC-GREY MATERIAL

ARCHITECTURAL ELEMENTS:

1. AWNINGS/CANOPIES
2. ALCOVES/PORVICOS
3. DIVIDED LIGHT WINDOWS
4. DISTINCTIVE LIGHTING FEATURES (BACK-LIT GLASS)
5. VARIED ROOF HEIGHTS
6. BENCHES FOR OUTDOOR SEATING



401 N. Houston Street
Dallas, TX 75202
T: 214.748.2000 F: 214.853.8281

ISSUES	
1	
2	
3	
4	
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6	
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10	

REVISIONS	

This Document was produced by or under the direct supervision of **Registered Architect Tina Larsen**. This document is incomplete and may not be used for regulatory approval, permit or construction. Date of issue: 06/29/15

MEDCORE EMERGIS FIREWHEEL

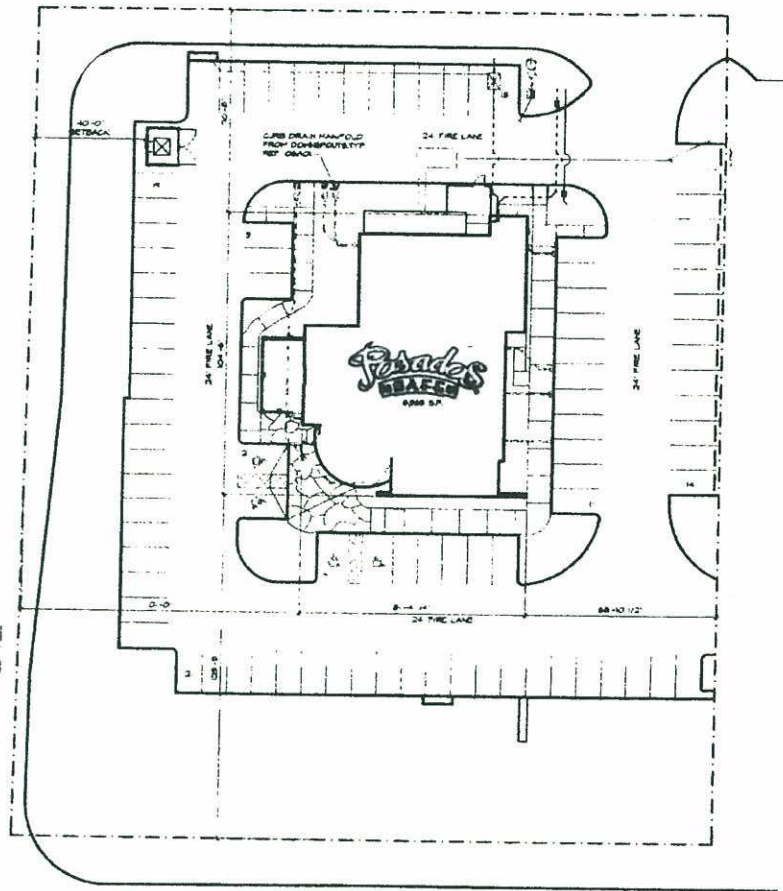
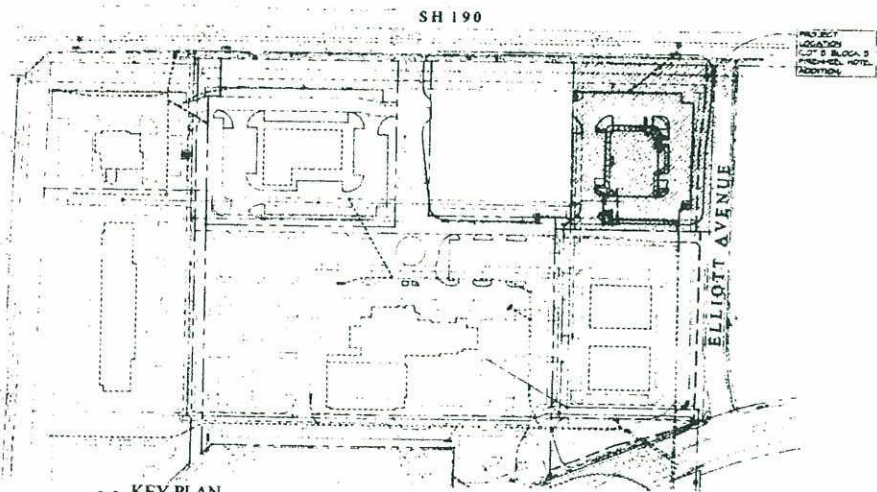
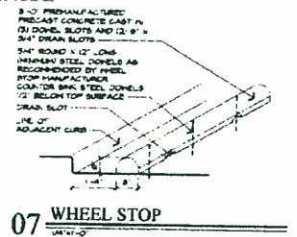
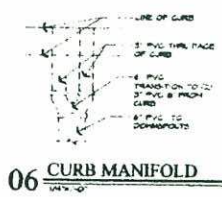
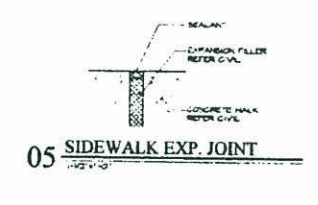
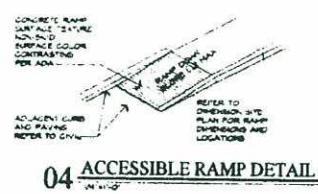
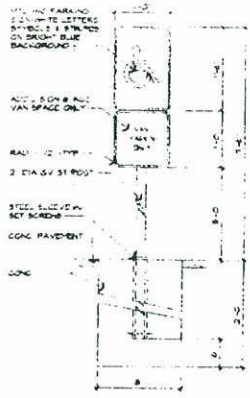
Enter Project Address from the MANAGE tab > PROJECT INFORMATION > PROJECT ADDRESS

EXTERIOR ELEVATIONS

JOB 16010.0100
DATE 09/19/16
SHEET

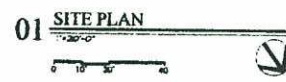
A05-01

EXHIBIT G



PARKING CALCULATIONS

PARKING REG'S	73 @ 5'
BASIS: F	INCLUDED PATIO: -
AS SPACES REQUIRED	73
AS SPACES PROVIDED	73
# H.C. PARKING	1
# VEH. ASSEMBLY	0
# TOTAL H.C. PARKING	1



REVISIONS:

NO.	DATE	DESCRIPTION

FRESHFIELD II DEVELOPMENT
OAKLAND, TEXAS



15108 ABRABARR
SUITE 308
DALLAS, TX 75248
714.241.1888
216.381.1888 FAX
NCARCHITECT



ISSUE DATE
02 JULY 2007

CASE #070206-1

101

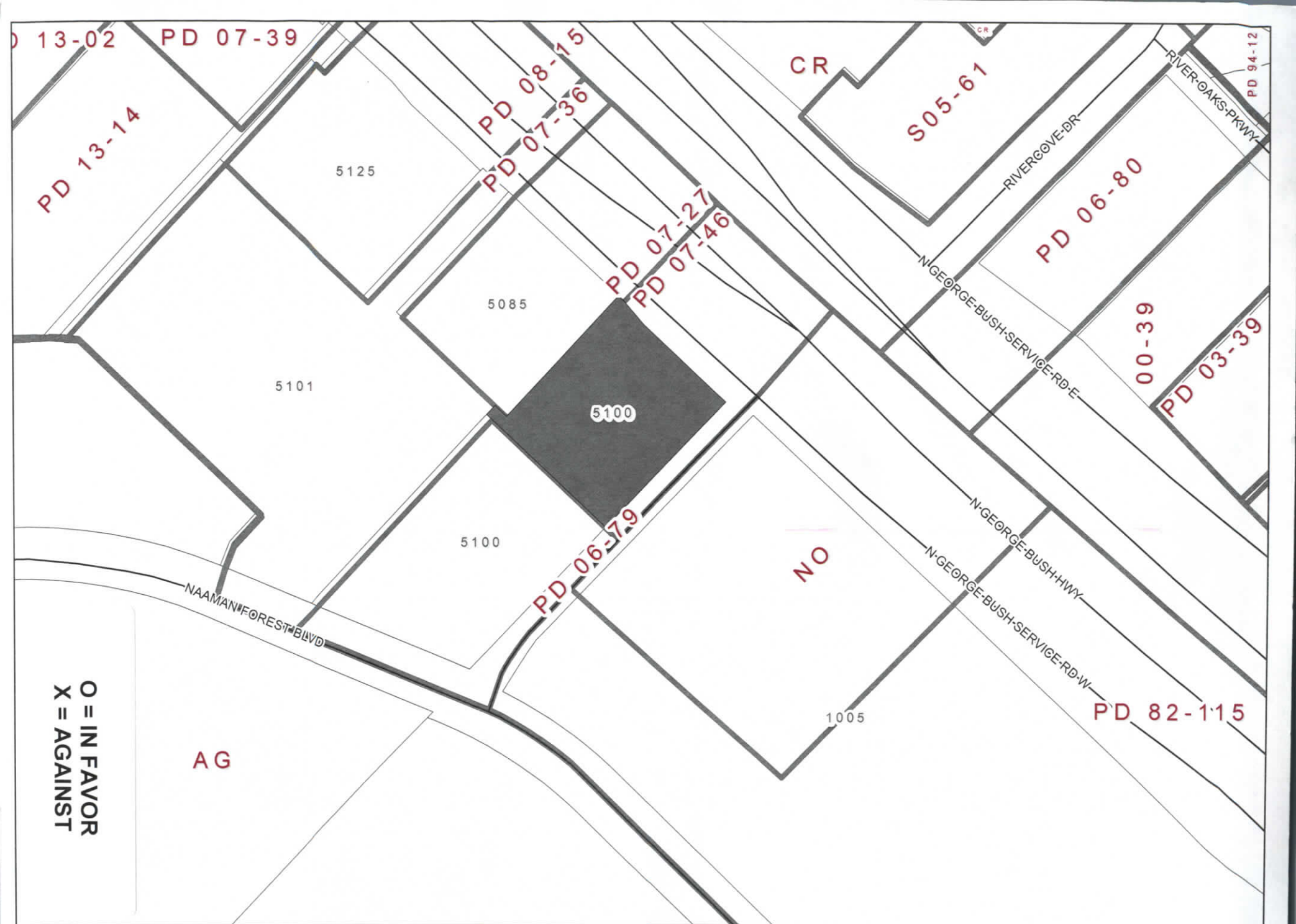
REPORT & MINUTES

P.C. Meeting, September 12, 2016 (8 Members Present)

Consideration of the application of Wier & Associates, Inc., requesting approval of 1) an amendment to Planned Development (PD) District 07-46 for Community Retail Uses and 2) a Detail Plan for Medical and Dental Office/Clinic and Pharmacy (without Drive-Through or Window). This property is located on the west corner of the service road of President George Bush Turnpike and Elliott Avenue. (District 1) (File Z 16-22) (This item was postponed from the August 8, 2016 Plan Commission meeting per the applicant's request.)

The applicant Jake Fears, P.E., 2201 E. Lamar Blvd, Arlington, stated they would address the aesthetics of the building's south elevation.

Motion was made by Commissioner Luckie, seconded by Commissioner Fisher to close the Public Hearing and **approve** the request per staff recommendation. **Motion carried: 9 Ayes, 0 Nays.**



O = IN FAVOR
X = AGAINST

AG

NO

ZONING Z 16-22

INDICATES AREA OF REQUEST

0 100 200 Feet
1 inch = 200 feet

We did not receive any responses for this case.



**GARLAND
PLANNING REPORT**

City Council Regular Session Agenda

Agenda Item 7. b.

Meeting Date: October 3, 2016

Item Title: Z 16-25 John Garfias (District 7)

Submitted By: Will Guerin, Planning Director

REQUEST

Approval of a Specific Use Provision for a Kiosk, Self-Service: Retail (Ice) on property zoned Community Retail (CR) District, located at 3015 Arapaho Road.

OWNER

Family Video

PLAN COMMISSION RECOMMENDATION

On September 12, 2016, the Plan Commission by a vote of seven (7) to two (2) recommended approval of a Specific Use Provision for Kiosk, Self-Service: Retail (Ice) for a period of 10 years.

STAFF RECOMMENDATION

Approval of a Specific Use Provision for Kiosk, Self-Service: Retail (Ice) for a period of 10 years.

BACKGROUND

The applicant requests a Specific Use Provision for the placement and operation of a Kiosk, Self-Service: Retail (Ice). The applicant proposes to install the freestanding ice dispensing kiosk within the parking lot of an existing multi-tenant building. The Specific Use Provision shall review the suitability of the kiosk use at the proposed location ensuring the compatibility with adjoining uses.

SITE DATA

The subject property contains approximately 1.079 acres with approximately 276.06 feet of frontage along Galaxie Road and 151.16 feet of frontage along Arapaho Road. Access to the site is primarily from Arapaho Road with secondary access from Galaxie Road. Additional site-to-site access is provided through an on-site access drive.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Community Retail (CR) District. The Community Retail (CR) District accommodates a variety of retail, service, and business establishments that may or may not be designed in a shopping center configuration. The district may be used as a transition district between lower intensity retail or office uses and more intense uses. A Community Retail (CR) District is generally appropriate along and at the intersections of major transportation corridors.

This retail kiosk use requires a Specific Use Provision within the Community Retail (CR) District.

CONSIDERATIONS

1. The applicant is requesting a Specific Use Provision for Kiosk, Self-Service: Retail (Ice). The site plan reflects that the kiosk will be located near the property line within a bay of parking spaces along Galaxie Road. To accommodate the placement of the kiosk, four existing parking spaces will be relocated to the rear of the site adjoining an existing bay of parking. The subject site provides thirty-seven (37) parking spaces dedicated to the proposed kiosk and an existing restaurant and (video) retail store.

The placement of the kiosk and the relocation of the parking spaces does not increase the overall size of the parking area and thus does not activate the regulations of the Landscape and Screening section of the GDC. However, the site is generally consistent with the site and parking area screening and landscaping requirements.

2. Kiosks are categorized as buildings subject to the regulations of Chapter 4 Section 4.83. The kiosk is designed with vertical and horizontal articulations and elevations consist of primarily of masonry brick and stucco (excluding doors, ventilation, and control panel areas). The façades will include the integration of ornamental façade trims, quoins, varied roof heights, and an awning.
3. The kiosk will have 24-hour accessibility; however, the applicant states the “early morning hours are often busy as customers who work outside come & fill up coolers etc. for the day. Weekends and holidays are other peak times with cookouts etc.”
4. The applicant has not proposed any additional signage for the larger site. However, the kiosk will be constructed with attached signage subject to the regulations set forth in Chapter 4 Article 5 of the Garland Development Code.
5. The applicant requested approval of the Specific Use Provision for a period of twenty-five (25) years; however, the applicant concurs with the recommendation from the Plan Commission for a Specific Use Provision period of ten (10) years.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Compact Neighborhoods for the subject property. Compact Neighborhoods provide areas for moderate increases in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns. These areas provide transitions between traditional residential neighborhoods and higher density residential neighborhoods and non-residential developments.

These areas accommodate uses such as convenience retail (goods and services), office space, and public services. The architectural character and scale of these areas are compatible with adjacent residential development.

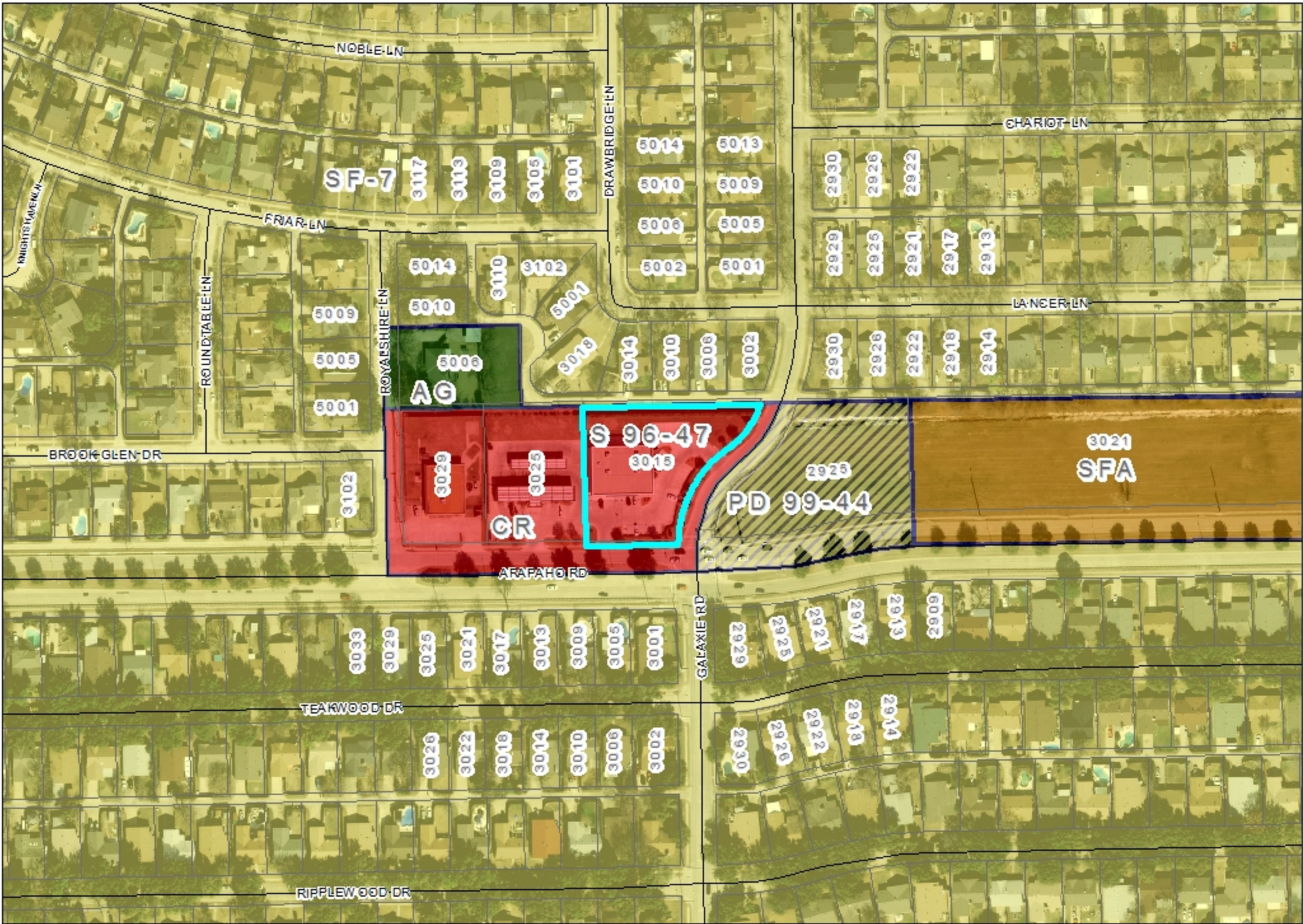
COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The land use pattern within the area surrounding the subject property is primarily residential with intermittent supplementary non-residential uses. It is not anticipated that the placement of the kiosk will generate traffic beyond what is typically expected for non-retail development at thoroughfare intersections. Additionally, the applicant has provided a design that incorporates building design elements that are complimentary to the site and general area.

Attachments


Z 16-25 John Garfias Attachments

Z 16-25 John Garfias Responses



0 100 200 Feet
 1 inch = 200 feet

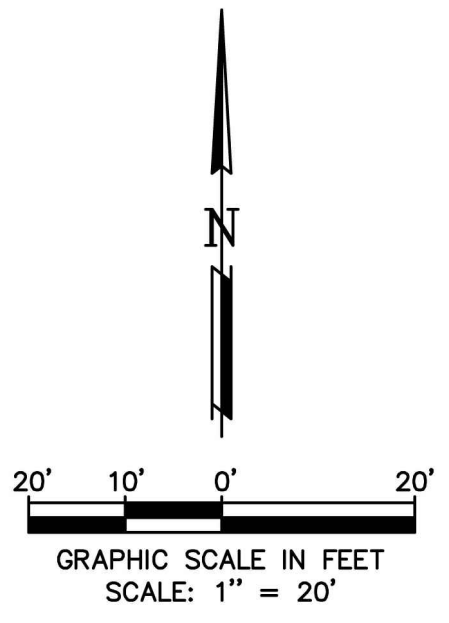
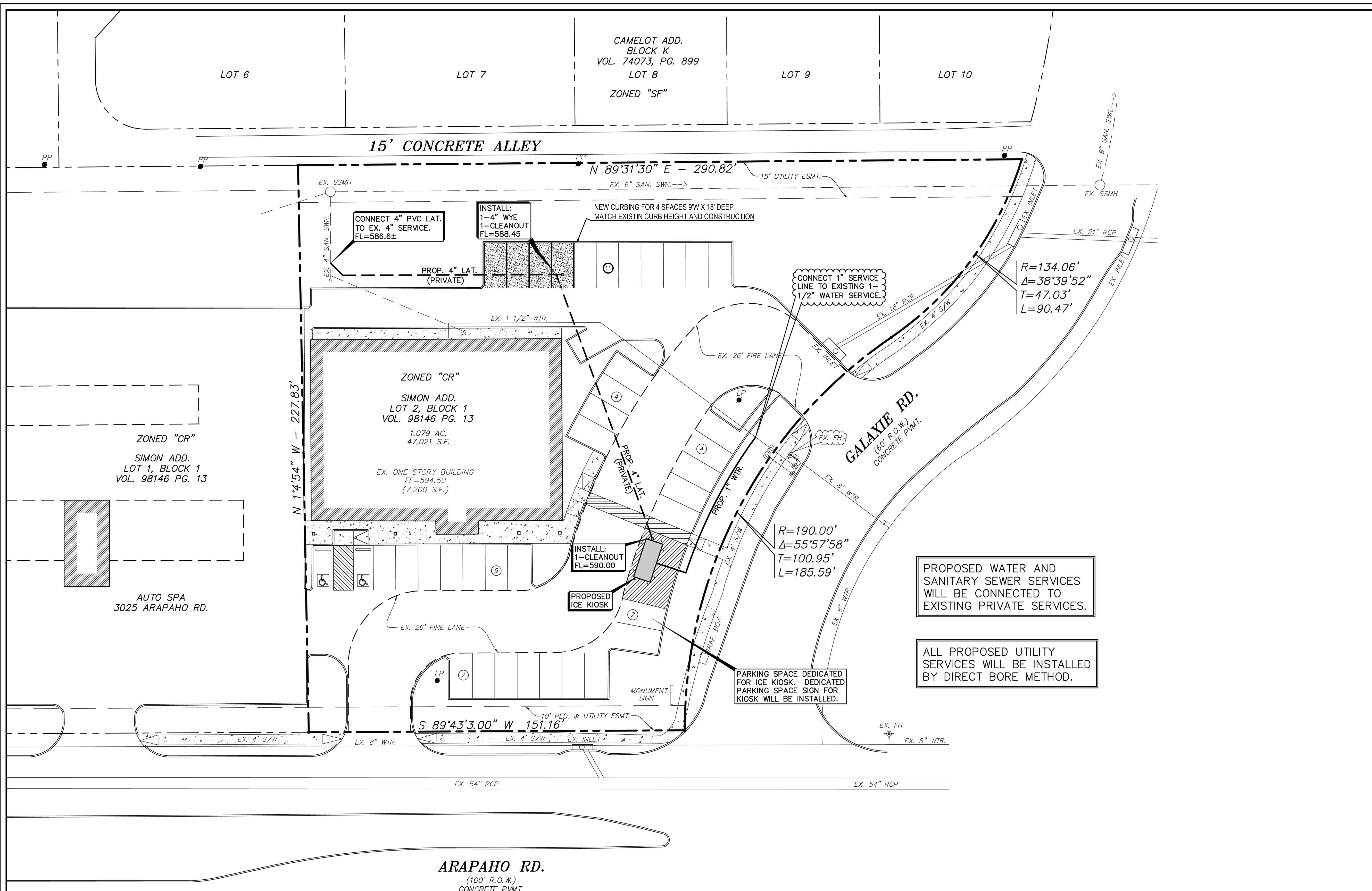
ZONING Z 16-25

 INDICATES AREA OF REQUEST

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 16-25

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to permit the operation of Kiosk, Self Service: Retail (Ice) subject to conditions.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Specific Regulations:**
- A. Specific Use Provision: The Specific Use Provision shall be effective for a period of 10 years.
- B. Site Layout: The site layout shall remain in conformance with the site plan labeled Exhibit C.



PROPOSED WATER AND SANITARY SEWER SERVICES WILL BE CONNECTED TO EXISTING PRIVATE SERVICES.

ALL PROPOSED UTILITY SERVICES WILL BE INSTALLED BY DIRECT BORE METHOD.

PARKING SPACE DEDICATED FOR ICE KIOSK. DEDICATED PARKING SPACE SIGN FOR KIOSK WILL BE INSTALLED.

CONTRACTOR SHALL PAY ALL PERMIT FEES AND WILL SETUP PRE-CONSTRUCTION MEETING PRIOR TO COMMENCING ANY WORK.

ALL UTILITY TAPS AND CONNECTIONS IN PUBLIC ROW AND EASEMENTS WILL BE DONE IN ACCORDANCE TO THE CITY'S GENERAL DESIGN STANDARDS AND STANDARD DETAILS AND INSPECTED BY CITY.

THE INFORMATION SHOWN ON THIS SITE PLAN ARE FROM RECORD DRAWINGS. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING. CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES AND CONTACT ALL UTILITY COMPANIES 48 HRS PRIOR TO ANY EXCAVATION. 1-800-DIG TESS

BE ADVISED construction drawings bearing the City of Garland Engineering Department "Release for Construction" stamp and a valid Right of Way work permit authorizes all work associated with connecting to the public water line and where applicable installation of backflow prevention device(s). **THIS PLAN DOES NOT AUTHORIZE WORK ON PRIVATE FIRE LINES.** Submit fire line plan and obtain approval from the Fire Marshall's Office at 1500 SH 66, Garland, TX 75040, prior to installation of fire line.

PURSUANT TO THE CITY OF GARLAND CODE OF ORDINANCES, ARTICLE V. SECTION 51.72 (A) (1), CROSS CONNECTION CONTROL; A BACKFLOW PREVENTION ASSEMBLIES SHALL BE TESTED "IMMEDIATELY AFTER INSTALLATION". FOR A LIST OF REGISTERED TESTERS IN THE CITY OF GARLAND, CALL OUR BACKFLOW INSPECTION DEPARTMENT AT (972) 205-3214 OR (972) 205-3244. TEST RESULTS MUST BE SUBMITTED TO GARLAND WATER UTILITIES WITHIN 48 HOURS OF INSTALLATION OF THE DEVICE.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TUAN P. LAM, P.E. 86968 ON 7/12/16. ALTERATION OF A SEALED DOCUMENT WITHOUT THE PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

CASE No. 151027-3

UTILITY PLAN
SIMON ADD.
LOT 2, BLOCK 1
FAMILY VIDEO - ICE KIOSK
3015 ARAPAHO ROAD
GARLAND, TEXAS 75044

LCE LAM CONSULTING ENGINEERING
 6804 WILHELMINA DRIVE
 SACHSE, TEXAS 75048
 Phone (214) 766-1011
 www.lamcivil.com
 Firm #F-9763

DESIGN:	CTL	CHECK:	LCE	SCALE:	AS NOTED
DRAWN:	CTL	DATE:	MAY 2016	PROJECT:	0591-16



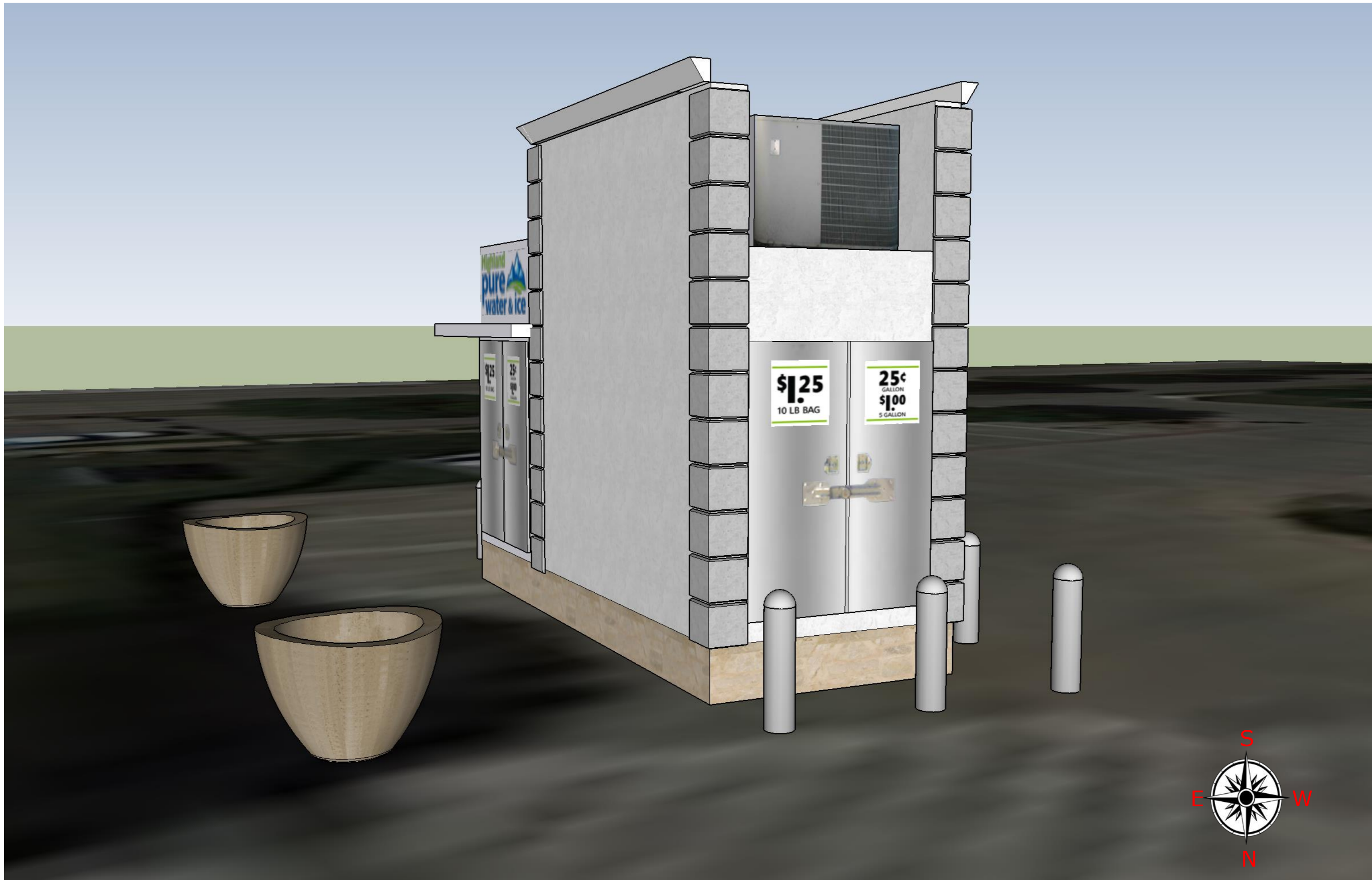
Proposed Ice Kiosk 3015 Arapaho RD Garland, TX



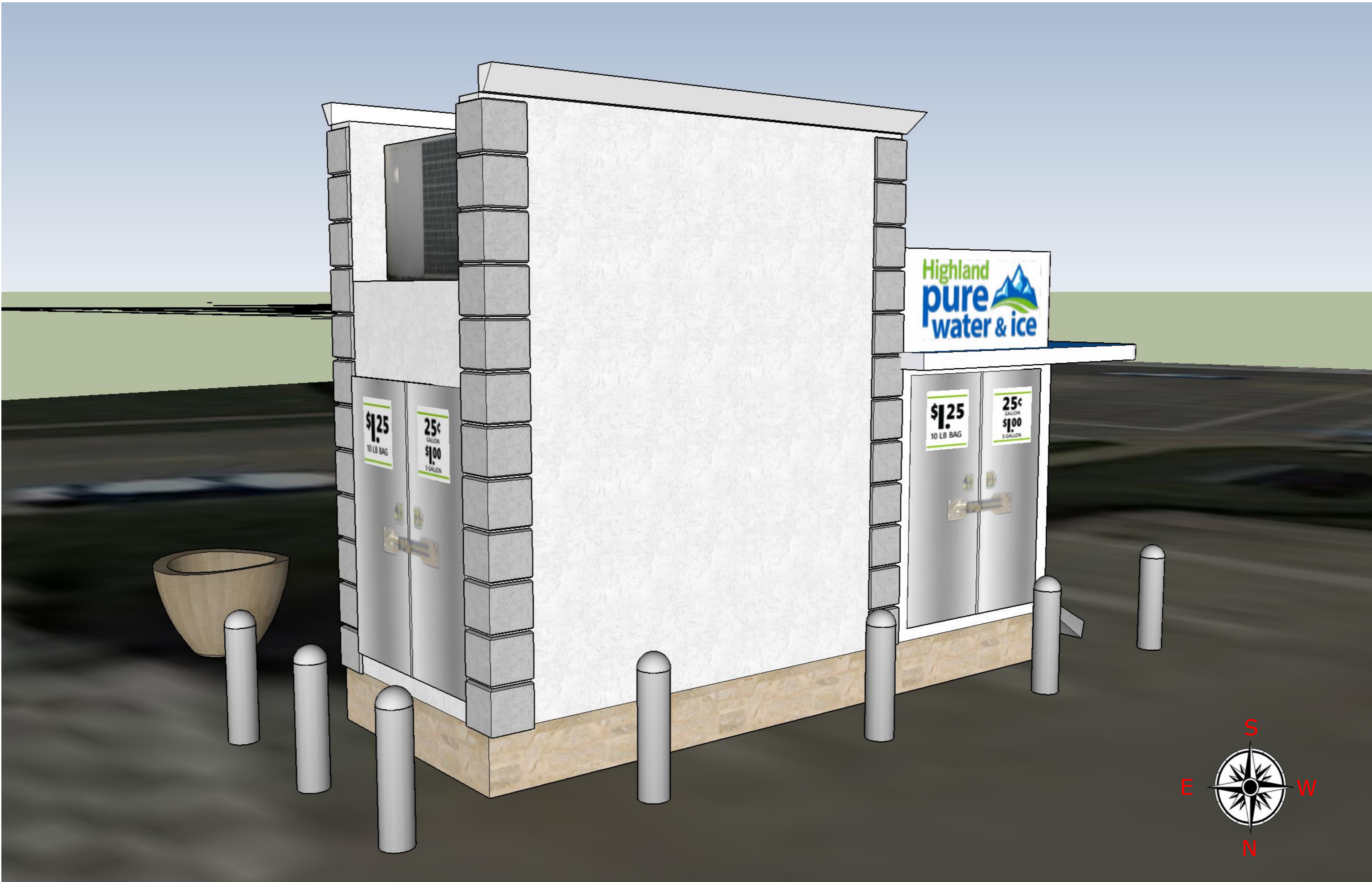
Proposed Ice Kiosk 3015 Arapaho RD Garland, TX



Proposed Ice Kiosk 3015 Arapaho RD Garland, TX



Proposed Ice Kiosk 3015 Arapaho RD Garland, TX



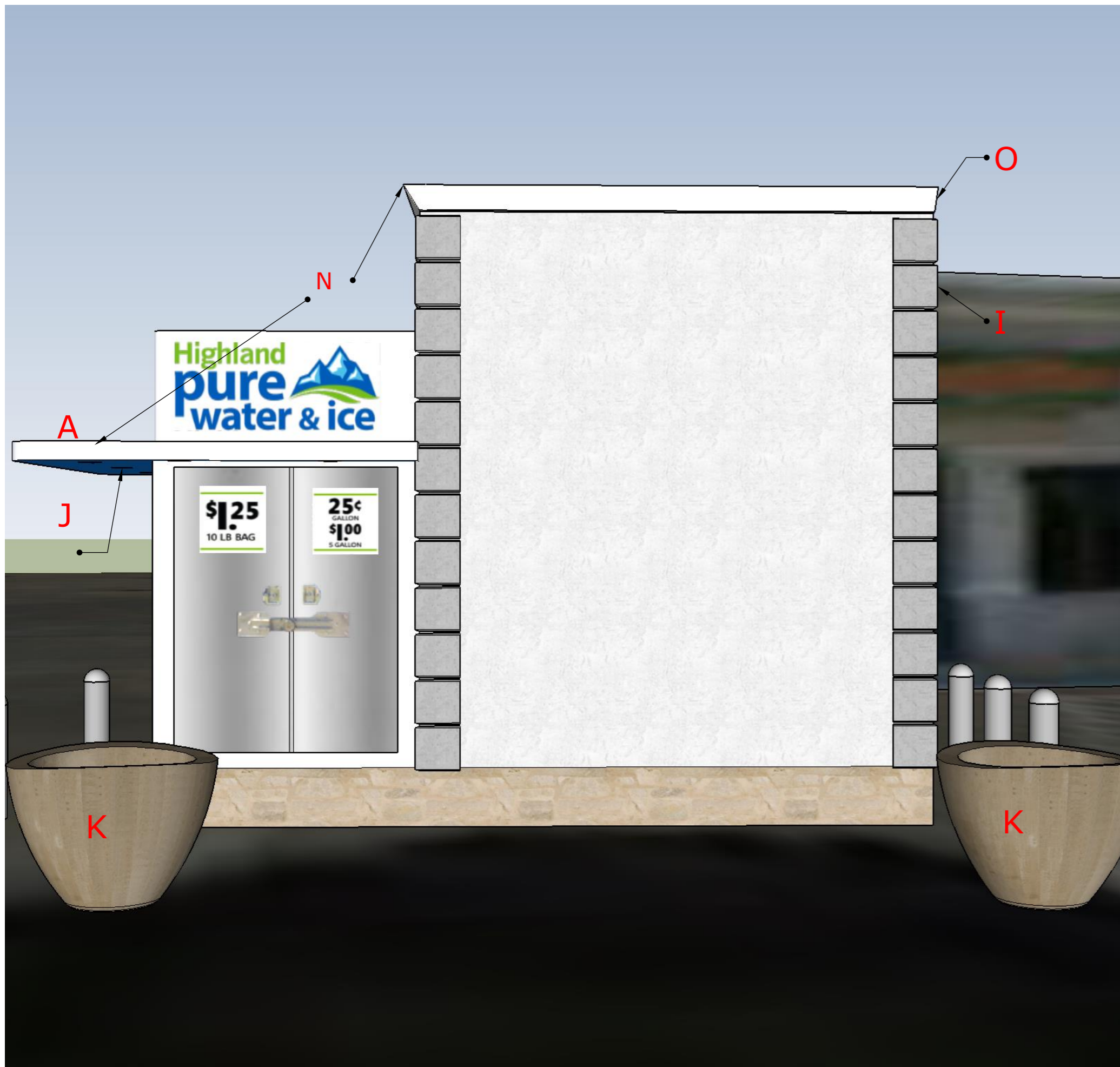
Proposed Ice Kiosk 3015 Arapaho RD Garland, TX



Proposed Ice Kiosk 3015 Arapaho RD Garland, TX



Proposed Ice Kiosk 3015 Arapaho RD Garland, TX



Proposed Ice Kiosk 3015 Arapaho RD Garland, TX

Architectural Elements

(A)	Awning.
(J)	Distinctive lighting features.
(K)	Planters
(N)	Varied roof heights.
(O)	Ornamental facade trim
(I)	Quoins

Materials

Front 6.75' x 10' tall = 67.5 sq ft – 10 sq ft (control panel) = 57.5 sq ft
 Most of the front has a polycarbonate material as its exterior, so 90% is polycarbonate panels and 10% is stainless steel.

Side-a: 5' x 10' tall = 50 sq ft – 32 sq ft (doors) = 18 sq ft
 72% is poly carbonate panels (top hat)
 28% is stone

Side-b: 11' x 13' tall = 143 sq ft
 90% is stucco
 10% is stone

Total side: 193 sq ft – 32 sq ft (doors) = 161 sq ft
 8% is poly carbonate panels
 12% is stone
 80% is stucco

Back: 6.75 x 7' tall = 47.25 sq ft – 32 sq ft (doors) = 15.25 sq ft
 50% stone
 50% stucco

REPORT & MINUTES

P.C. Meeting, September 12, 2016 (8 Members Present)

Consideration of the application of John Garfias, requesting approval of a Specific Use Provision for a Kiosk, Self-Service: Retail (ice, water, etc.) on property zoned Community Retail (CR) District. This property is located at 3015 Arapaho Road. (District 7) (File Z 16-25) (This item was postponed from the August 22, 2016 Plan Commission meeting.)

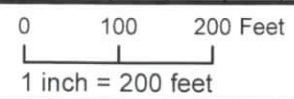
The applicant Richard Sheehan, 2445 Sky Harbor Drive, Plano, Texas 75025, elaborated on concerns raised by Commissioners regarding parking, requested length of Specific Use Provision, lifespan of the kiosk, refund process and security for the Kiosk.

Motion was made by Commissioner Fisher, seconded by Commissioner Vera to deny the request. **Motion failed: 2 Ayes, 7 Nays** by Chairman Roberts, Commissioner Luckie, Moore, Dalton, Welborn, O'Hara, and Ott.

Motion was made by Commissioner Welborn, seconded by Commissioner Moore to approve a Specific Use Provision for a period of 10 years. **Motion carried: 7 Ayes, 2 Nays** by Commissioner Vera and Fisher.



O = IN FAVOR
 X = AGAINST



ZONING Z 16-25

 INDICATES AREA OF REQUEST



GARLAND

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

July 14, 2016

HEARING DATE/TIME: Plan Commission: July 25, 2016 – 7:00 PM

APPLICANT: John Garfias

File: Z 16-25

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, July 25, 2016, in the Goldie Locke Room of the Duckworth Utility Services Building, 217 North Fifth Street, to consider the application of **John Garfias**, requesting approval of a Specific Use Provision for a Kiosk, Self-Service: Retail (ice, water, etc.) on property zoned Community Retail (CR) District. The property is shown on the enclosed sketch and is described as follows:

Being a 1.08 acre lot, tract or parcel of land situated in the Frederick Moss Survey, Abstract No. 941, City of Garland, Dallas County, Texas, being all of Lot 2, Block I of the Simon Addition, recorded in Volume 98146, Page 13, Map Records of Dallas County. The subject property is located at 3015 Arapaho Road (District 7).

Note: The applicant requests approval of a Specific Use Provision for the placement of a freestanding ice vending kiosk.

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

(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

2922 Lancer Lane Garland 75044
(Please complete the following information)

Your Property Address

Marion Dwayne Benedict
Printed Name

2922 Lancer Ln. Garland TX 75044
Address City, State Zip

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

[Signature] Property Owner
Signature Title

Date: 07/20/2016



GARLAND

July 14, 2016

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

HEARING DATE/TIME: Plan Commission: July 25, 2016 – 7:00 PM

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

Ice translates to parties and although I like a good party
feel the ice would attract a number of after hours revelers.
Ice is available in great quantities @ Tom Thumb ^{200 yards away} till 10 or 11 p.m.

Your Property Address

T GLADMAN
Printed Name
2918 LANCER LN. GARLAND TX 75044
Address City, State Zip

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

[Signature] HOME OWNER
Signature Title
Date: 7/21/16



GARLAND

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

July 14, 2016

HEARING DATE/TIME: Plan Commission: July 25, 2016 – 7:00 PM

APPLICANT: John Garfias

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Note: The applicant requests approval of a Specific Use Provision for the placement of a freestanding ice vending kiosk.

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

An unattended kiosk would create trash around it. This would soon become an eyesore and would lead to lower property values for nearby property. There are already 2 sites selling ice within 2 blocks. (Arapaho and Jupiter)

(Please complete the following information)
Your Property Address 5005 Royalshire Lane
Walter Harris and Rosalyn Harris
Printed Name
5005 Royalshire Lane Garland, Tx. 75044
Address City, State Zip

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

Walter Harris Rosalyn Harris Home owners
Signature Title
Date: 7-21-16



GARLAND

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

July 14, 2016

HEARING DATE/TIME: Plan Commission: July 25, 2016 – 7:00 PM

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Note: The applicant requests approval of a Specific Use Provision for the placement of a freestanding ice vending kiosk.

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

(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Mark & Caitlin Christison

Printed Name

3101 Friar Ln

Address

Garland, Tx

City, State

75044

Zip

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

Mark & Caitlin Christison

Signature

Title

Date: 7/21/2016



GARLAND

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

July 14, 2016

HEARING DATE/TIME: Plan Commission: July 25, 2016 – 7:00 PM

APPLICANT: John Garfias

File: Z 16-25

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, July 25, 2016, in the Goldie Locke Room of the Duckworth Utility Services Building, 217 North Fifth Street, to consider the application of **John Garfias**, requesting approval of a Specific Use Provision for a Kiosk, Self-Service: Retail (ice, water, etc.) on property zoned Community Retail (CR) District. The property is shown on the enclosed sketch and is described as follows:

Being a 1.08 acre lot, tract or parcel of land situated in the Frederick Moss Survey, Abstract No. 941, City of Garland, Dallas County, Texas, being all of Lot 2, Block I of the Simon Addition, recorded in Volume 98146, Page 13, Map Records of Dallas County. The subject property is located at 3015 Arapaho Road (District 7).

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

Commercializing the Neighborhood Degraded in appearance - attracts potential thieves. Eyesore - not needed. Ice can be bought 1/4 mile down Arapaho - at Tom Thumb grocery store, - contributes to Urban Blight. Devalues property

(Please complete the following information)

Your Property Address 3002 Lancer Lane
Helen Christine Kline (Pruett)

Printed Name
3002 Lancer Lane Garland TX 75044
Address City, State Zip

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

Helen Christine Kline (Pruett)

Signature 7-21-2016
Date: _____

Title



GARLAND

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

July 14, 2016

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address

JOHN P. MORAVCIK		
Printed Name		
2922	CITARIOT LN. GARLAND, TX.	75044
Address	City, State	Zip

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

	owner
Signature	Title
Date: 7-26-2016	



GARLAND

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

July 14, 2016

HEARING DATE/TIME: Plan Commission: July 25, 2016 – 7:00 PM

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File: Z 16-25

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Phong Nguyen
Printed Name
2925 Teakwood Dr. Garland TX 75044
Address City, State Zip

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

Phong
Signature Homeowner
Date: 7/20/16 Title

Allmendinger, Tracy

From: Guerin, Will
Sent: Monday, July 25, 2016 8:15 AM
To: Allmendinger, Tracy
Cc: Wauwie, Kira; Williams, Isaac
Subject: FW: Ice vending machine

For the file...

From: Council7
Sent: Saturday, July 23, 2016 3:59 PM
To: Guerin, Will <WGuerin@garlandtx.gov>
Cc: LeMay, Councilman Scott <SLemay@garlandtx.gov>
Subject: Fwd: Ice vending machine

Courtney Vanover
Sent from my iPad

Begin forwarded message:

From: Pamela A Griffin <jpgriff972@aol.com>
Date: July 22, 2016 at 5:47:09 PM CDT
To: "council7@garlandtx.gov" <council7@garlandtx.gov>
Subject: Ice vending machine

This email is to protest the re-zoning for purpose of putting a free standing ice vending machine on the lot close to Camelot.

If you need anymore info please contact us.

Jim & Pam Griffin

Sent from my iPhone

7-16-25



GARLAND PLANNING REPORT

City Council Regular Session Agenda

Agenda Item 7. c.

Meeting Date: October 3, 2016

Item Title: Z 16-36 City of Garland (District 1)

Submitted By: Will Guerin, Planning Director

REQUEST

Approval of a Change in Zoning from Single-Family-10 (SF-10) District to Agricultural (AG) District, properties generally located from the 900 - 1400 block of Talley Road.

OWNER

Multiple owners

PLAN COMMISSION RECOMMENDATION

On September 26, 2016, the Plan Commission by a vote of nine (9) to zero (0) recommended approval of a Change in Zoning from Single-Family-10 (SF-10) District to Agricultural (AG) District, with the exclusion of 1205 Talley Road.

The 1205 Talley Road property is more specifically located at the north corner of Meadow Green Drive and Talley Road. The property owner submitted a plat to subdivide that site into four lots under the Single-Family (SF-10) District. The plat application vests the plat development in the Single-Family (SF-10) District. However the resulting developed lots would be nonconforming in the proposed Agriculture (AG) District. The Plan Commission felt that it would be a reasonable exclusion and would eliminate future nonconforming lots.

STAFF RECOMMENDATION

Approval of a City Council initiated change in Zoning from Single-Family-10 (SF-10) District to Agricultural (AG) District to conform zoning to existing large lot residential development, properties generally located along Talley Road and Meadow Green Drive.

BACKGROUND

The subject properties are currently developed with large lots zoned Single-Family-10 (SF-10) District. In 2015, the Garland Development Code (Zoning Ordinance) was adopted. The 2015 action replaced the former Zoning Ordinance and removed the Single-Family 16 (SF-16) District. As a result, these particular properties were then zoned Single-Family-10 (SF-10) District. In 1993 the Single-Family-16 (SF-16) District was created along with an updated official zoning map. Prior to 1993, the subject properties were zoned Agriculture (AG) District.

During their September 6, 2016 work session, the City Council directed staff to proceed with a

City-initiated re-zoning of the subject properties to Agriculture (AG).

SITE DATA

The site has an approximate area of 47 acres. It has approximately 2,843 feet of frontage along Talley Road, 700 feet of frontage along Meadow Green Drive, 365 feet of frontage along Province Road, and 147 feet of frontage along Murphy Road. Some, but not all of the properties encompassed in this request have been platted.

USE OF PROPERTY UNDER CURRENT ZONING

The Agriculture (AG) District is intended for vacant land which is not yet ready for development; land which is used for agricultural or open space purposes; and land which due to its topography or location within a floodplain or other undevelopable area is not anticipated to be developed for more intense uses, and land which is newly annexed into the City of Garland. Land that has been newly annexed into the City is initially zoned Agricultural until it is zoned another more permanent zoning classification in the future. Single-family uses on large lots are appropriate in this district. The existing residential development with large yards on the subject properties are permitted in the Agriculture (AG) District.

CONSIDERATIONS

1. The proposal is for a traditional zoning change without the creation of a Planned Development (PD) District. Traditional zoning does not require Concept Plan or Detail Plan approval. A change in zoning is not intended to restrict uses or secure development performances beyond what is permitted within the proposed zoning district and the GDC.
2. Consideration should be given to the compatibility of the zoning proposed with the surrounding developed land. The properties located north of Talley Road are zoned Agriculture (AG) District and Single-Family-10 (SF-10) District. Along Meadow Green Drive and to the north is The Greens subdivision. That subdivision is zoned Planned Development District PD 83-42 Single Family Uses (SF-10) and consists of Tract 1 and Tract 2. Tract 1 is the lot located at the northwest corner of Talley Road and Meadow Green Drive. Tract 1 is zoned for 3 acre minimum size with its front yard designated as Talley Road and having a setback from Talley Road of a minimum 180 feet. The remainder of The Greens consists of Tract 2 and requires 15,000 square foot single-family lots along shared boundary of the subject site.
The properties located south of Talley Road are also zoned Agriculture (AG) District and Single-Family (SF-10) District. Along Todd Lane and extending to the south is the Province at Firewheel Subdivision. That subdivision is zoned Planned Development District (PD) 12-37 (amendment to allow reduced garage setbacks) and Planned Development District (PD) 04-19 for Single Family Uses (SF-7); the minimum lot size in this zoning district is 7,800 square feet and a minimum of 40% of the lots are required to be 10,000 square feet in area.
3. Talley Road is classified as an "F" road on the City of Garland Thoroughfare Plan. An "F" classification indicates the road is a two-lane, 60-foot wide street. The existing road is a two-lane, asphalt paved road.

4. The characteristics of the property contained in this request are representative of Agriculture (AG) District large lot single-family development. The majority of the lots exceed two acres in size. The majority of the lots also meet the minimum yard setbacks, in conformance with the Agriculture (AG) District minimum lot area.

COMPREHENSIVE PLAN

The Envision Garland Plan designates the site as Traditional Neighborhoods.

Traditional Neighborhoods offer residential areas of typical suburban density within a conventional neighborhood setting. Development in Traditional Neighborhoods includes single-family detached homes arranged on conventional collector and neighborhood streets.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

This proposal is to revert zoning to the previous Agriculture (AG) District. No new development is proposed. The existing development consists of single-family large lot residences which is compatible with the surrounding residential zoning and development.

Attachments


Z 16-36 City of Garland Attachments

Z 16-36 City of Garland Responses



0 300 600 Feet
 1 inch = 600 feet

ZONING Z 16-36

 INDICATES AREA OF REQUEST

REPORT & MINUTES

P.C. Meeting, September 26, 2016 (9 Members Present)

Consideration of the application of City of Garland, requesting approval of a Change in Zoning from Single-Family-10 (SF-10) District to Agricultural (AG) District. The property is generally located between Provence Boulevard and Murphy Road, along Talley Road. (District 1) (File Z 16-36)

Residents speaking in favor of the request:

Michael A. Baker, 1340 Talley Road
Pam Hall, 1245 Talley Road
Cliff Edwards, 1415 Talley Road

Residents raised questions regarding when the change in zoning occurred, but are in favor of the request.

Residents speaking in opposition of the request:

Bill Swisher, 4422 Scenic Circle
Mike Foster, 355 River Fern Avenue, #317

Expressed concern regarding the purchase of a property within the zoning request and potential nonconforming development issues.

Commissioner Dalton questioned when the previous zoning change occurred and inquired to staff if this was a result of that zoning change.

Motion was made by Commissioner Luckie, seconded by Commissioner Fisher to approve the request per staff recommendation, with the exclusion of 1205 Talley Road. **Motion carried: 9 Ayes, 0 Nays.**



O = IN FAVOR
 X = AGAINST



0 300 600 Feet
 1 inch = 600 feet

ZONING Z 16-36

 INDICATES AREA OF REQUEST



GARLAND

September 14, 2016

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

HEARING DATE/TIME: Plan Commission: September 26, 2016 – 7:00 PM

APPLICANT: City of Garland

File: Z 16-36

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 26, 2016, in the Goldie Locke Room of the Duckworth Utility Services Building, 217 North Fifth Street, to consider the application of **City of Garland**, requesting approval of a Change in Zoning from ~~Single-Family-10~~ (SF-10) District to Agricultural (AG) District. The property is shown on the enclosed sketch and is described as follows:

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address	1140 Talley Rd. Garland, Tx 75044		
Printed Name	Kevin Hogan	Garland, TX	75044
Address		City, State	Zip

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

Signature		Title
Date:	9/23/2016	



GARLAND

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

September 14, 2016

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address

5705 Murphy Rd., Garland, TX 75048

Printed Name

Christopher + Kasey Gartonman

Address

City, State

Zip

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

Chris Gartonman
Signature

Kasey Gartonman
Title

Date:

9/26/16



GARLAND

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

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Hoang Huynh
Printed Name
1175 Talley Rd, Garland, TX 75044
Address City, State Zip

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

[Signature]
Signature Title
Date: 09-21-16



GARLAND

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

September 14, 2016

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APPLICANT: City of Garland

File: Z 16-36

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Chi Huynh

Printed Name

1030 Talley Rd,

Address

Garland TX 75044

City, State

Zip

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

Chi Huynh

Signature

Date: 9-21-16

Title



GARLAND

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

September 14, 2016

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File: Z 16-36

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Hoang Huynh ; Quyen Huynh
Printed Name
1018 Talley Rd Garland, TX 75044
Address City, State Zip

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

Quyen DDS
Signature Title
Date: 9-21-16



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

GARLAND

September 14, 2016

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APPLICANT: City of Garland

File: Z 16-36

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(Please Check One Below)

I am in favor of the request

I am opposed to the request

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

We chose to live on Talley Road 17 years ago because of the larger lot size (2-3 acres) and because of its convenient location to our business in Garland, our church, good schools, Hwy 190, and Firewheel Gold Course. Like others, we have invested a lot of time and money into our home, and we enjoy this spacious living within the city limits. We do not want to see this unique street in Garland changed just to profit a few investors. We would like it see it changed BACK to being zoned agriculture as it was in the beginning and was meant to be.

Your Property Address

Courter and Pamela Hull
 Printed Name
1245 Talley Road Garland, TX 75046
 Address City State Zip

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

Pam & Courter Hull
 Signature Title
 Date 9.22.16



GARLAND

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

September 14, 2016

HEARING DATE/TIME: Plan Commission: September 26, 2016 – 7:00 PM

APPLICANT: City of Garland

File: Z 16-36

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

PRE SUBMITTAL # 15117-2

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

IT WAS ASSURED BY THE PLANNING DEPT. OF THE CITY OF GARLAND AT A PRE-SUBMITTAL MEETING THAT MY PLANS FOR 1205 TALLEY WAS ALLOWED BY CITY ZONING ORD. AS LONG AS I MET SF-10 REQUIREMENTS.

PROPERTY WAS PURCHASED BASED ON THE CITY'S ASSURANCES AT THAT MEETING.
(Please complete the following information)

Your Property Address

DAVID M. FOSTER & BARBARA J. FOSTER DBA REEF CONSTRUCTION MANAGEMENT, INC.

Printed Name

1205 TALLEY
Address

GARLAND, TEXAS
City, State

75244
Zip

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

David M. Foster
Signature

PRESIDENT
Title

Date: 9-22-16



GARLAND

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

September 14, 2016

HEARING DATE/TIME: Plan Commission: September 26, 2016 – 7:00 PM

APPLICANT: City of Garland

1205 Talley

File: Z 16-36

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request. *For 1205 Talley -*

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

1205 TALLEY WAS PURCHASED BY THE FOSTERS TO BUILD their own home. IT WAS PURCHASED TO DIVIDE INTO 3-4 LOTS AS SF10. All other lot, I approve to AG

(Please complete the following information)

Your Property Address *1608 BRAND (Building New Home At Present)*
Printed Name *GERALD Monk* *TIME*
Address _____ City, State _____ Zip _____

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

Signature *Gerald Monk* Title *owner 1608 Brand*
Date: *9-22-2016*



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

GARLAND

September 14, 2016

HEARING DATE/TIME: Plan Commission, September 26, 2016 – 7:00 PM

APPLICANT: City of Garland

File: Z 16-36

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 26, 2016, in the Goldie Locke Room of the Duckworth Utility Services Building, 217 North Fifth Street, to consider the application of City of Garland, requesting approval of a Change in Zoning from Single-Family-10 (SF-10) District to Agricultural (AG) District. The property is shown on the enclosed sketch and is described as follows:

The properties generally located between Provence Boulevard and Murphy Road, along Talley Road. (District 1)

Note: The applicant requests approval of a Change in Zoning from Single-Family-10 (SF-10) District to Agricultural (AG) District to conform zoning to existing large lot residential development.

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

(Please Check One Below)

I am in favor of the request.

I am opposed to the request. *agree to zoning change except for 1205 TALLEY. Please let that address remain SF10!*
Please include any comments you wish to provide supporting your position in the space provided below.

(Please complete the following information)

Your Property Address

1402 PROVENCE

Printed Name

KENT + DEE BROWN

GARLAND, TX 75044

Address

City, State

Zip

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

Dee Brown

Kent Brown

Signature

Title

Date: 9-23-16



**GARLAND
POLICY REPORT**

City Council Regular Session Agenda

Agenda Item 8.

Meeting Date: October 3, 2016

Item Title: Roadway and Water Impact Fee Study

Submitted By: Will Guerin, Planning Director

Council Goal: Sustainable Quality Development and Redevelopment

ISSUE

Consider setting a public hearing date to receive public comments on Land Use Assumptions, Roadway and Water Impact Fees, Capital Improvement Plan; and, to consider adopting Maximum Roadway and Water Impact Fees.

OPTIONS

If so directed by City Council, a public hearing will be scheduled for November 15, 2016 to review and consider approval of updated Land Use Assumptions, Roadway and Water Impact Fee Capital Improvement Plan, and a Maximum Roadway and Water Impact Fee.

BACKGROUND

The City of Garland interviewed and selected Kimley-Horn Associates for a study on the City of Garland's roadway and water impact fees. Section 395.052 of the Texas Local Government Code mandates periodic updates to the land use assumptions and capital improvements plan for a political subdivision imposing an impact fee.

Staff and Kimley-Horn will bring forward a presentation to the City Council during the October 3, 2016 Work Session providing a "101" overview of impact fees and the process of this particular impact fee study. On August 22, 2016, Kimley-Horn presented to the Plan Commission, which serves as the Capital Improvements Advisory Committee (CIAC), with a similar presentation and overview of impact fees and the impact fee study process. At this time, the Council is not requested to take action on any fees. This item is simply to consider scheduling a public hearing at a future meeting to then consider such approvals.

CONSIDERATION

1. Impact fees are a one-time fee assessed to recover infrastructure costs required to serve new development. The City of Garland currently assesses impact fees for roadways and water. The purpose of this impact fee study is, per the Texas Local Government Code, to provide an analysis which formulates land use assumptions from which to base any needed impact fee changes, and to recommend a maximum water and roadway impact fee to the Capital Improvements Advisory Committee (CIAC) and the City Council.

2. Chapter 395 of the Texas Local Government Code requires a Capital Improvements Advisory Committee (CIAC) be appointed to provide comments on proposed amendments to the impact fees, land use assumptions and capital improvements plan upon which calculation of the impact fee is based. Per the current impact fee ordinance, the Plan Commission serves as the Capital Improvements Advisory Committee (CIAC). It is common for municipalities to appoint their Planning Commissions as the acting CIAC. Per the project schedule, the CIAC (Plan Commission) will have the opportunity to review, and offer possible comments and recommendations to the City Council regarding the proposed land use assumptions and roadway and water impact fees.
3. If the City Council chooses to set a future public hearing per the attached project schedule, staff will advertise for the public hearing accordingly, and make available to the public the proposed fees and land use assumptions. As stated above, the CIAC (Plan Commission) will have the opportunity to review, and offer possible comments and recommendations to the City Council prior to the Council's public hearing regarding the proposed land use assumptions and roadway and water impact fees. The attached project schedule suggests November 15, 2016 as the public hearing date.

Attachments

Project Schedule

Texas Local Government Code 1166-1176

City of Garland
2016 Roadway and Water Impact Fee Study Preliminary Schedule

Last Updated:

	Action Item	Responsible Party	Date
1	2016 Roadway and Water Impact Fee Study Contract Signed by City Manager	Staff, Council	May 2016
2	Notice to Proceed for Roadway and Water Impact Fee Study	Staff	May 2016
3	Establish Service Areas/Data Collection	KHA, Staff	June 2016
4	Begin Land Use Assumptions for Impact Fees	KHA, Staff	June 2016
5	Review of Roadway Mobility Plan / Existing Facilities Inventory	KHA, Staff	June 2016
6	Develop Roadway and Water Impact Fee CIP	KHA	June - July 2016
7	Complete Land Use Assumptions for Roadway and Water Impact Fees	KHA	July 15, 2016
8	Complete Roadway and Water Impact Fee CIP	KHA	August 5, 2016
9	CIAC Meeting - CIAC Role, Impact Fee 101 and Service Areas (Optional)	CIAC, KHA, Staff	August 22, 2016
10	Complete Draft Roadway Impact Fee Study Report (No Financial Analysis)	KHA	August 26, 2016
11	Submit Final Draft Roadway and Water Impact Fee Study Report	KHA	September 30, 2016
12	Council Meeting to Set Public Hearing Date - Land Use Assumptions, Roadway and Water Impact Fee CIP, and Max Fee (Required), and Work Session with Council (Optional)	Council, Staff, KHA	October 4, 2016
13	Complete agenda item	Staff	September 23, 2016
14	Advertise Public Hearing Date for Land Use Assumptions, Roadway and Water Impact Fee CIP, and Max Fee (Required)	Newspaper	October 8, 2016
15	Advertisement to the newspaper	Staff	October 6, 2016
16	CIAC Review of Land Use Assumptions, Roadway and Water Impact Fee CIP, and Max Fee (Required)	CIAC, KHA, Staff	October 10, 2016
17	Complete agenda item	Staff	September 29, 2016
18	CIAC Submit Written Comments to Council (before this date)	CIAC	November 8, 2016
19	Council Public Hearing for Approval of Land Use Assumptions, Roadway and Water Impact Fee CIP, Max Fee (Required)	Council, KHA, Staff	November 15, 2016
20	Complete agenda item	Staff	November 4, 2016
21	Council Meeting to Adopt Roadway and Water Impact Fee Ordinance (Required)	Council, KHA, Staff	December 6, 2016
22	Complete agenda item	Staff	November 25, 2016

Garland Meeting Schedule

Council Meetings: 1st / 3rd Tuesday

Plan Commission (CIAC) Meetings: 2nd / 4th Monday

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C. PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE
THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 395. FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW
DEVELOPMENT IN MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL
GOVERNMENTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 395.001. DEFINITIONS. In this chapter:

(1) "Capital improvement" means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision:

(A) water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage, and flood control facilities; whether or not they are located within the service area; and

(B) roadway facilities.

(2) "Capital improvements plan" means a plan required by this chapter that identifies capital improvements or facility expansions for which impact fees may be assessed.

(3) "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

(4) "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and

attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(A) dedication of land for public parks or payment in lieu of the dedication to serve park needs;

(B) dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(C) lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

However, an item included in the capital improvements plan may not be required to be constructed except in accordance with Section 395.019(2), and an owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

(5) "Land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10-year period.

(6) "New development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

(7) "Political subdivision" means a municipality, a district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution, or, for the

purposes set forth by Section 395.079, certain counties described by that section.

(8) "Roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the political subdivision, together with all necessary appurtenances. The term includes the political subdivision's share of costs for roadways and associated improvements designated on the federal or Texas highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

(9) "Service area" means the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter 42, of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities. The service area, for the purposes of this chapter, may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, except for roadway facilities and storm water, drainage, and flood control facilities. For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles. For storm water, drainage, and flood control facilities, the service area may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries.

(10) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political

subdivision in which the individual unit of development is located during the previous 10 years.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1989, 71st Leg., ch. 566, Sec. 1(e), eff. Aug. 28, 1989; Acts 2001, 77th Leg., ch. 345, Sec. 1, eff. Sept. 1, 2001.

SUBCHAPTER B. AUTHORIZATION OF IMPACT FEE

Sec. 395.011. AUTHORIZATION OF FEE. (a) Unless otherwise specifically authorized by state law or this chapter, a governmental entity or political subdivision may not enact or impose an impact fee.

(b) Political subdivisions may enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions only by complying with this chapter, except that impact fees may not be enacted or imposed in the extraterritorial jurisdiction for roadway facilities.

(c) A municipality may contract to provide capital improvements, except roadway facilities, to an area outside its corporate boundaries and extraterritorial jurisdiction and may charge an impact fee under the contract, but if an impact fee is charged in that area, the municipality must comply with this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.012. ITEMS PAYABLE BY FEE. (a) An impact fee may be imposed only to pay the costs of constructing capital improvements or facility expansions, including and limited to the:

- (1) construction contract price;
- (2) surveying and engineering fees;

(3) land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and

(4) fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.

(b) Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.

(c) Notwithstanding any other provision of this chapter, the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay a staff engineer who prepares or updates a capital improvements plan under this chapter.

(d) A municipality may pledge an impact fee as security for the payment of debt service on a bond, note, or other obligation issued to finance a capital improvement or public facility expansion if:

(1) the improvement or expansion is identified in a capital improvements plan; and

(2) at the time of the pledge, the governing body of the municipality certifies in a written order, ordinance, or resolution that none of the impact fee will be used or expended for an improvement or expansion not identified in the plan.

(e) A certification under Subsection (d)(2) is sufficient evidence that an impact fee pledged will not be used or expended for an improvement or expansion that is not identified in the capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 90, Sec. 1, eff. May 16, 1995.

Sec. 395.013. ITEMS NOT PAYABLE BY FEE. Impact fees may not be adopted or used to pay for:

(1) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;

(2) repair, operation, or maintenance of existing or new capital improvements or facility expansions;

(3) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(4) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;

(5) administrative and operating costs of the political subdivision, except the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay its administrative and operating costs;

(6) principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed by Section [395.012](#).

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.014. CAPITAL IMPROVEMENTS PLAN. (a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

(1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) a plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of

improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

(b) The analysis required by Subsection (a) (3) may be prepared on a systemwide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

(c) The governing body of the political subdivision is responsible for supervising the implementation of the capital improvements plan in a timely manner.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.015. MAXIMUM FEE PER SERVICE UNIT. (a) The impact fee per service unit may not exceed the amount determined by subtracting the amount in Section 395.014(a)(7) from the costs of the capital improvements described by Section 395.014(a)(3) and dividing that amount by the total number of projected service units described by Section 395.014(a)(5).

(b) If the number of new service units projected over a reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee per service unit shall be calculated by dividing the costs of the part of the capital improvements necessitated by and attributable to projected new service units described by Section 395.014(a)(6) by the projected new service units described in that section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 3, eff. Sept. 1, 2001.

Sec. 395.016. TIME FOR ASSESSMENT AND COLLECTION OF FEE.

(a) This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(b) This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(c) This subsection applies only to impact fees adopted after June 20, 1987. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

(d) This subsection applies only to land platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Subchapter A, Chapter 212, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019, if the political subdivision has water and wastewater capacity available:

(1) the political subdivision shall collect the fees at the time the political subdivision issues a building permit;

(2) for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or

(3) a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an application is filed for an individual meter connection to the political subdivision's water or wastewater system.

(e) For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(f) An "assessment" means a determination of the amount of the impact fee in effect on the date of occurrence provided in this section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

(g) Notwithstanding Subsections (a)-(e) and Section 395.017, the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 980, Sec. 52, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 345, Sec. 4, eff. Sept. 1, 2001.

Sec. 395.017. ADDITIONAL FEE PROHIBITED; EXCEPTION. After assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed against the tract for any reason unless the number of service units to be developed on the tract increases. In the event of the increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.018. AGREEMENT WITH OWNER REGARDING PAYMENT. A political subdivision is authorized to enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.019. COLLECTION OF FEES IF SERVICES NOT AVAILABLE. Except for roadway facilities, impact fees may be assessed but may not be collected in areas where services are not currently available unless:

(1) the collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the political subdivision commits to commence construction within two years, under duly awarded and executed contracts or commitments of staff time covering substantially all of the work required to provide service, and to have the service available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in no event longer than five years;

(2) the political subdivision agrees that the owner of a new development may construct or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat; or

(3) an owner voluntarily requests the political subdivision to reserve capacity to serve future development, and the political subdivision and owner enter into a valid written agreement.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.020. ENTITLEMENT TO SERVICES. Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive immediate service from any existing facilities with actual capacity to serve the new service units, subject to compliance with other valid regulations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.021. AUTHORITY OF POLITICAL SUBDIVISIONS TO SPEND FUNDS TO REDUCE FEES. Political subdivisions may spend funds from any lawful source to pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.022. AUTHORITY OF POLITICAL SUBDIVISION TO PAY FEES. (a) Political subdivisions and other governmental entities may pay impact fees imposed under this chapter.

(b) A school district is not required to pay impact fees imposed under this chapter unless the board of trustees of the district consents to the payment of the fees by entering a contract with the political subdivision that imposes the fees. The contract may contain terms the board of trustees considers advisable to provide for the payment of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 250 (S.B. 883), Sec. 1, eff. May 25, 2007.

Sec. 395.023. CREDITS AGAINST ROADWAY FACILITIES FEES. Any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.024. ACCOUNTING FOR FEES AND INTEREST. (a) The order, ordinance, or resolution levying an impact fee must provide that all funds collected through the adoption of an impact fee shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on impact fees is considered funds of the account on which it is earned and is subject to all restrictions placed on use of impact fees under this chapter.

(c) Impact fee funds may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by this chapter.

(d) The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.025. REFUNDS. (a) On the request of an owner of the property on which an impact fee has been paid, the political subdivision shall refund the impact fee if existing facilities are available and service is denied or the political subdivision has, after collecting the fee when service was not available, failed to commence construction within two years or service is

not available within a reasonable period considering the type of capital improvement or facility expansion to be constructed, but in no event later than five years from the date of payment under Section 395.019(1).

(b) Repealed by Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

(c) The political subdivision shall refund any impact fee or part of it that is not spent as authorized by this chapter within 10 years after the date of payment.

(d) Any refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 302.002, Finance Code, or its successor statute.

(e) All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

(f) The owner of the property on which an impact fee has been paid or another political subdivision or governmental entity that paid the impact fee has standing to sue for a refund under this section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 1396, Sec. 37, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 7.82, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

SUBCHAPTER C. PROCEDURES FOR ADOPTION OF IMPACT FEE

Sec. 395.041. COMPLIANCE WITH PROCEDURES REQUIRED. Except as otherwise provided by this chapter, a political subdivision must comply with this subchapter to levy an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0411. CAPITAL IMPROVEMENTS PLAN. The political subdivision shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section [395.014](#).

Added by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.042. HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. To impose an impact fee, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service area.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.043. INFORMATION ABOUT LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AVAILABLE TO PUBLIC. On or before the date of the first publication of the notice of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its land use assumptions, the time period of the projections, and a description of the capital improvement facilities that may be proposed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.044. NOTICE OF HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. (a) Before the 30th day before the date of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order, ordinance, or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.045. APPROVAL OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED. (a) After the public hearing on the land use assumptions and capital improvements plan, the political subdivision shall determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.

(b) The political subdivision, within 30 days after the date of the public hearing, shall approve or disapprove the land use assumptions and capital improvements plan.

(c) An ordinance, order, or resolution approving the land use assumptions and capital improvements plan may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.0455. SYSTEMWIDE LAND USE ASSUMPTIONS. (a) In lieu of adopting land use assumptions for each service area, a political subdivision may, except for storm water, drainage, flood control, and roadway facilities, adopt systemwide land use assumptions, which cover all of the area subject to the jurisdiction of the political subdivision for the purpose of imposing impact fees under this chapter.

(b) Prior to adopting systemwide land use assumptions, a political subdivision shall follow the public notice, hearing, and other requirements for adopting land use assumptions.

(c) After adoption of systemwide land use assumptions, a political subdivision is not required to adopt additional land use assumptions for a service area for water supply, treatment, and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the systemwide land use assumptions.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(b), eff. Aug. 28, 1989.

Sec. 395.047. HEARING ON IMPACT FEE. On adoption of the land use assumptions and capital improvements plan, the governing body shall adopt an order or resolution setting a public hearing to discuss the imposition of the impact fee. The public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution imposing an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.049. NOTICE OF HEARING ON IMPACT FEE. (a) Before the 30th day before the date of the hearing on the imposition of an impact fee, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES"

- (2) the time, date, and location of the hearing;
- (3) a statement that the purpose of the hearing is to consider the adoption of an impact fee;
- (4) the amount of the proposed impact fee per service unit; and
- (5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.050. ADVISORY COMMITTEE COMMENTS ON IMPACT FEES. The advisory committee created under Section 395.058 shall file its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.051. APPROVAL OF IMPACT FEE REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the imposition of an impact fee, shall approve or disapprove the imposition of an impact fee.

(b) An ordinance, order, or resolution approving the imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.052. PERIODIC UPDATE OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED. (a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

(b) The political subdivision shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with Subchapter B.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 6, eff. Sept. 1, 2001.

Sec. 395.053. HEARING ON UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. The governing body of the political subdivision shall, within 60 days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.054. HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. A public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, or the impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.055. NOTICE OF HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. (a) The notice and hearing procedures prescribed by Sections 395.044(a) and (b) apply to a hearing on the amendment of land use assumptions, a capital improvements plan, or an impact fee.

(b) The notice of a hearing under this section must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the update.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 7, eff. Sept. 1, 2001.

Sec. 395.056. ADVISORY COMMITTEE COMMENTS ON AMENDMENTS. The advisory committee created under Section 395.058 shall file its written comments on the proposed amendments to the land use assumptions, capital improvements plan, and impact fee before the fifth business day before the date of the public hearing on the amendments.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.057. APPROVAL OF AMENDMENTS REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the amendments, shall approve or disapprove the amendments of the land use assumptions and the capital improvements plan and modification of an impact fee.

(b) An ordinance, order, or resolution approving the amendments to the land use assumptions, the capital improvements plan, and imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0575. DETERMINATION THAT NO UPDATE OF LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEES IS NEEDED.

(a) If, at the time an update under Section 395.052 is required, the governing body determines that no change to the land use assumptions, capital improvements plan, or impact fee is needed, it may, as an alternative to the updating requirements of Sections 395.052-395.057, do the following:

(1) The governing body of the political subdivision shall, upon determining that an update is unnecessary and 60 days before publishing the final notice under this section, send notice of its determination not to update the land use assumptions, capital improvements plan, and impact fee by certified mail to any person who has, within two years preceding the date that the final notice of this matter is to be published, give written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of hearings related to impact fees. The notice must contain the information in Subsections (b) (2)-(5).

(2) The political subdivision shall publish notice of its determination once a week for three consecutive weeks in one or more newspapers with general circulation in each county in which the political subdivision lies. However, a river

authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type.

(b) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO UPDATE

LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS

PLAN, OR IMPACT FEES";

(2) a statement that the governing body of the political subdivision has determined that no change to the land use assumptions, capital improvements plan, or impact fee is necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least 60 days after publication of the first notice, a person makes a written request to the designated official of the political subdivision requesting that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body must comply with the request by following the requirements of Sections 395.052-395.057; and

(5) a statement identifying the name and mailing address of the official of the political subdivision to whom a request for an update should be sent.

(c) The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plans, and impact fee before the fifth business day

before the earliest notice of the government's decision that no update is necessary is mailed or published.

(d) If, by the date specified in Subsection (b)(4), a person requests in writing that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body shall cause an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 395.052-395.057.

(e) An ordinance, order, or resolution determining the need for updating land use assumptions, a capital improvements plan, or an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(d), eff. Aug. 28, 1989.

Sec. 395.058. ADVISORY COMMITTEE. (a) On or before the date on which the order, ordinance, or resolution is adopted under Section 395.042, the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the

planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

(1) advise and assist the political subdivision in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

SUBCHAPTER D. OTHER PROVISIONS

Sec. 395.071. DUTIES TO BE PERFORMED WITHIN TIME LIMITS. If the governing body of the political subdivision does not perform a duty imposed under this chapter within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a

written request to the governing body of the political subdivision stating the nature of the unperformed duty and requesting that it be performed within 60 days after the date of the request. If the governing body of the political subdivision finds that the duty is required under this chapter and is late in being performed, it shall cause the duty to commence within 60 days after the date of the request and continue until completion.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.072. RECORDS OF HEARINGS. A record must be made of any public hearing provided for by this chapter. The record shall be maintained and be made available for public inspection by the political subdivision for at least 10 years after the date of the hearing.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.073. CUMULATIVE EFFECT OF STATE AND LOCAL RESTRICTIONS. Any state or local restrictions that apply to the imposition of an impact fee in a political subdivision where an impact fee is proposed are cumulative with the restrictions in this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.074. PRIOR IMPACT FEES REPLACED BY FEES UNDER THIS CHAPTER. An impact fee that is in place on June 20, 1987, must be replaced by an impact fee made under this chapter on or before June 20, 1990. However, any political subdivision having an impact fee that has not been replaced under this chapter on or before June 20, 1988, is liable to any party who, after June

20, 1988, pays an impact fee that exceeds the maximum permitted under Subchapter B by more than 10 percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.075. NO EFFECT ON TAXES OR OTHER CHARGES. This chapter does not prohibit, affect, or regulate any tax, fee, charge, or assessment specifically authorized by state law.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.076. MORATORIUM ON DEVELOPMENT PROHIBITED. A moratorium may not be placed on new development for the purpose of awaiting the completion of all or any part of the process necessary to develop, adopt, or update land use assumptions, a capital improvements plan, or an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 441, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.077. APPEALS. (a) A person who has exhausted all administrative remedies within the political subdivision and who is aggrieved by a final decision is entitled to trial de novo under this chapter.

(b) A suit to contest an impact fee must be filed within 90 days after the date of adoption of the ordinance, order, or resolution establishing the impact fee.

(c) Except for roadway facilities, a person who has paid an impact fee or an owner of property on which an impact fee has

been paid is entitled to specific performance of the services by the political subdivision for which the fee was paid.

(d) This section does not require construction of a specific facility to provide the services.

(e) Any suit must be filed in the county in which the major part of the land area of the political subdivision is located. A successful litigant shall be entitled to recover reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.078. SUBSTANTIAL COMPLIANCE WITH NOTICE REQUIREMENTS. An impact fee may not be held invalid because the public notice requirements were not complied with if compliance was substantial and in good faith.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.079. IMPACT FEE FOR STORM WATER, DRAINAGE, AND FLOOD CONTROL IN POPULOUS COUNTY. (a) Any county that has a population of 3.3 million or more or that borders a county with a population of 3.3 million or more, and any district or authority created under Article XVI, Section 59, of the Texas Constitution within any such county that is authorized to provide storm water, drainage, and flood control facilities, is authorized to impose impact fees to provide storm water, drainage, and flood control improvements necessary to accommodate new development.

(b) The imposition of impact fees authorized by Subsection (a) is exempt from the requirements of Sections 395.025, 395.052-395.057, and 395.074 unless the political subdivision proposes to increase the impact fee.

(c) Any political subdivision described by Subsection (a) is authorized to pledge or otherwise contractually obligate all

or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued or incurred by or on behalf of the political subdivision and to the payment of any other contractual obligations.

(d) An impact fee adopted by a political subdivision under Subsection (a) may not be reduced if:

(1) the political subdivision has pledged or otherwise contractually obligated all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision; and

(2) the political subdivision agrees in the pledge or contract not to reduce the impact fees during the term of the bonds, notes, or other contractual obligations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 669, Sec. 107, eff. Sept. 1, 2001.

Sec. 395.080. CHAPTER NOT APPLICABLE TO CERTAIN WATER-RELATED SPECIAL DISTRICTS. (a) This chapter does not apply to impact fees, charges, fees, assessments, or contributions:

(1) paid by or charged to a district created under Article XVI, Section 59, of the Texas Constitution to another district created under that constitutional provision if both districts are required by law to obtain approval of their bonds by the Texas Natural Resource Conservation Commission; or

(2) charged by an entity if the impact fees, charges, fees, assessments, or contributions are approved by the Texas Natural Resource Conservation Commission.

(b) Any district created under Article XVI, Section 59, or Article III, Section 52, of the Texas Constitution may petition the Texas Natural Resource Conservation Commission for approval of any proposed impact fees, charges, fees, assessments, or contributions. The commission shall adopt rules for reviewing the petition and may charge the petitioner fees adequate to

cover the cost of processing and considering the petition. The rules shall require notice substantially the same as that required by this chapter for the adoption of impact fees and shall afford opportunity for all affected parties to participate.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 11.257, eff. Sept. 1, 1995.

Sec. 395.081. FEES FOR ADJOINING LANDOWNERS IN CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality with a population of 115,000 or less that constitutes more than three-fourths of the population of the county in which the majority of the area of the municipality is located.

(b) A municipality that has not adopted an impact fee under this chapter that is constructing a capital improvement, including sewer or waterline or drainage or roadway facilities, from the municipality to a development located within or outside the municipality's boundaries, in its discretion, may allow a landowner whose land adjoins the capital improvement or is within a specified distance from the capital improvement, as determined by the governing body of the municipality, to connect to the capital improvement if:

(1) the governing body of the municipality has adopted a finding under Subsection (c); and

(2) the landowner agrees to pay a proportional share of the cost of the capital improvement as determined by the governing body of the municipality and agreed to by the landowner.

(c) Before a municipality may allow a landowner to connect to a capital improvement under Subsection (b), the municipality shall adopt a finding that the municipality will benefit from allowing the landowner to connect to the capital improvement.

The finding shall describe the benefit to be received by the municipality.

(d) A determination of the governing body of a municipality, or its officers or employees, under this section is a discretionary function of the municipality and the municipality and its officers or employees are not liable for a determination made under this section.

Added by Acts 1997, 75th Leg., ch. 1150, Sec. 1, eff. June 19, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1043 (H.B. [3111](#)), Sec. 5, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. [2702](#)), Sec. 100, eff. September 1, 2011.