GARLAND

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

City of Garland
Council Chambers, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
Tuesday, October 18, 2022
7:00 p.m.

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

Garland City Hall and Council Chambers is wheelchair accessible. Special parking is available on the east side of City Hall and on Austin & State Street west of City Hall. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. BRAILLE IS NOT AVAILABLE.

One or more members of the City Council may participate in the meeting remotely. A quorum, including the presiding officer, will be present at the aforementioned meeting location.

VISION
CITY COUNCIL
Growing Economic Base
Commercially Thriving Downtown
Safe Community
Customer-Focused City Services
Well-Maintained City Infrastructure
Vibrant Neighborhoods and Commercial Centers
Sound Governance and Finances
Enhanced Quality of Life through Amenities, Arts, and Events
Reliable, Cost Efficient Utility Services
Future-Focused City Organization

CONSENT AGENDA

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

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

1. Consider approval of the minutes of the October 11, 2022, Regular Meeting.

2. Consider approval of the following bids:

a. Cold Milling with Operator and Helper **Bid No. 1196-22**

TexOp Construction, LP **$250,000.00**

This request is to provide asphalt milling on streets scheduled for asphalt overlay by the Street Department. By milling off approximately two inches of existing asphalt pavement in advance of the asphalt overlay, the street profile will essentially remain the same after the overlay, which will maintain the drainage capacity on those streets. This approval is for a Term Agreement with two (2)

optional renewals .

b. Valve & Fire Hydrant Maintenance **Bid No. 1215-22**

Hydromax USA, LLC **$500,000.00**

This request is to provide maintenance, inspections, adjustments and minor repair of water valves and fire hydrants throughout City of Garland. This approval is for a Term Agreement with four optional renewals.

c. GP&L Olinger Plant Generation **Bid No. 0972-22**

Dynamis Power Solutions	**$49,350,000.00**
Optional Contingency	**7,402,500.00**
TOTAL:	**$56,752,500.00**

This request is for the purchase and construction of two Dynamis DT35 Package Turbine Generators including permitting and engineering for the Olinger Power Station. An Optional Contingency is included for any additional goods or services that may be required.

d. Network Equipment Replacement **Bid No. 0032-23**

Presidio Networked Solutions Group, LLC **$1,200,000.00**

This request is to purchase replacement networking equipment that has reached its end of life.

e. Firewheel Pump Station Replacement Generator Project **Bid No. 0017-23**

Gupta & Associates, Inc.	**$439,040.00**
Optional Contingency	**50,000.00**
TOTAL:	**$489,040.00**

This request is to obtain professional engineering services to design a new Tier-4 backup power generator to replace the existing 32-year-old unit at Firewheel Pump Station. An Optional Contingency is included for any unforeseen additional modifications that may be required.

3. Public hearing(s) were previously conducted for the following zoning case(s). Council approved the request(s) and instructed staff to bring forth the following ordinance(s) for consideration.

a. Zoning File No. Z 22-20, Grenadier Investments, Inc. (District 7)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Change in Zoning from Planned Development (PD) District 85-50 and Community Office (CO) District to a Planned Development (PD) District for Single-Family Attached (SFA) Uses and 2) a Detail Plan for Single-Family Attached (SFA) development on a 21.105-acre tract of land located at 2200 and 2302 West Campbell Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date .

b.

Zoning File No. Z 22-26, CCM Engineering (District 2)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Change in Zoning from Planned Development (PD) District 85-52 for Mixed Use and 2) a Detail Plan for Single-Family Attached (SFA) development on a 3.1383-acre tract of land located at 1350 East Miller Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

c. Zoning File No. Z 22-43, Geomet Recycling (District 6)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) an amendment to Planned Development (PD) District 19-32 for Industrial uses; 2) a Specific Use Provision amendment for a Recycling Salvage Yard; and 3) a Detail Plan amendment on a 19.83-acre tract of land located at 312 South International Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

d. Zoning File No. Z 22-45, Kehinde Omo-Iyamu (District 5)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a Change in Zoning from Neighborhood Office (NO) District to Community Retail (CR) District on a 0.482-acre tract of land located at 2940 Broadway Boulevard and 2955 Dairy Road; providing for

conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

e. Zoning File No. Z 22-49, Scout Cold Logistics, LLC (District 5)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for a Food Processing & Storage Use on a 9.789–acre tract of land zoned Industrial (IN) District and located at 2610 McCree Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

f. Interlocal Agreement and Payment Authorization for Multi-Disciplinary Behavioral Health Response Team

Council is requested to approve the Interlocal Agreement Second Amendment to fund the Multi-Disciplinary Behavioral Health Response Team in order to continue providing social work support for all Garland residents.

4. Consider an Ordinance amending Chapter 33, "Transportation" of the Code of Ordinances of the City of Garland, Texas; providing a penalty under the provisions of Section 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a savings clause; providing a severability clause; and setting an effective date.

At the October 10, 2022 Work Session, Council considered prohibiting parking on the south side of the North end of Wall Street from Leon Drive to the corner as shown in the attached exhibit and ordinance.

5. Consider an ordinance amending Section 2.52, "Special Standards for Certain Uses," of Chapter 2, "Zoning Regulations," of the Garland Development Code of the City of Garland, Texas; 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.

At the October 10, 2022 Work Session, Council considered prohibiting on-street parking for automobile uses. This ordinance is intended to address complaints of citizens regarding automobile uses (i.e., major and minor car repair, car sales, etc.) using public rights-of-way for the storage and parking of customer vehicles.

6. Consider an ordinance authorizing an amendment to the 2022 Capital Improvement Program (2022 CIP Amendment No. 2), providing for the Supplemental Appropriation of Funds in the Electric Production Program; and providing an effective date.

At the October 17, 2022 Work Session, Council considered an amendment of the 2022 CIP to appropriate an additional $60,002,860 for the installation of new Olinger Power Station generation resources in the Electric Production Program.

7. Consider a resolution approving a schedule for meetings of the City Council to be held in Calendar Year 2023; and providing an effective date.

At the October 10, 2022 Work Session, Council considered the meeting dates for the 2023 calendar year.

8. Vision Energy Consultants, Inc. Agreement

Vision Energy Consultants, Inc.'s President, Ray Schwertner, currently provides governmental affairs and management consulting services for Garland Power & Light (GP&L). The City's agreement with Vision Energy Consultants, Inc. expires this month. GP&L requests City Council approval of a new, one-year agreement with Vision Energy Consultants, Inc. for governmental affairs consulting services.

9. Agreement for the Provision of Temporary Electric Distribution Service

Digital Garland Ferris, L.P. ("Digital") is requesting Garland Power and Light ("GP&L") construct facilities for the provision of temporary electric distribution service for construction and pre-occupancy testing of Digital's planned data center facilities. Digital will pay for the construction of the electric distribution facilities and temporary electric distribution service. GP&L requests City Council approval of the agreement for the provision of temporary electric distribution service.

10. Approve by minute action the 2022-2023 GCACI budget, the sub-grant recipients and authorize the City Manager to execute the "Hotel Occupancy Tax Program Management Agreement" between the City and Garland Cultural Arts Commission, Inc.

At the October 17, 2022 Work Session, Council considered authorizing the City Manager approval of the 2022-2023 budget of the Garland Cultural Arts Commission Inc. (GCACI), subgrant recipients execution of a "Hotel Occupancy Tax Program Agreement" between the City of Garland and the GCACI.

11. Consider a resolution authorizing the City Manager to enter into a Banking Services and Depository Agreement with JP Morgan Chase Bank, and Providing and Effective Date.

At the October 10, 2022 Work Session Meeting, Council considered authorizing the City Manager to enter into a Banking Services and Depository Agreement with JP Morgan Chase Bank.

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.

12. Hold public hearing on:

a. Consider a Planned Development (PD) District amendment request by Garland Leased Housing Associates I, to reduce the minimum resident age at an existing senior independent living facility. The site is located at 202 Belt Line Road in District 8.

Consideration of the application of Garland Leased Housing Associates I, requesting approval of an amendment to Planned Development (PD) District 05-04, to reduce the minimum resident age at an existing Elder Care – Independent Living Facility. This property is located at 202 Belt Line Road. (File Z 22-56, District 8)

13. 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.

14. Adjourn.

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

Secretary's Office – audio CD's are $1 each and DVD's are $3 each.

GARLAND

City Council Regular Session Agenda **1.**

Meeting Date: 10/18/2022

Item Title: Minutes Oct. 11

Submitted By: Rene Dowl, City Secretary, City Secretary

Summary:

Consider approval of the minutes of the October 11, 2022, Regular Meeting.

Attachments

Minutes Oct. 11

GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, October 11, 2022, in the Council Chambers at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

Present:	Mayor Scott LeMay
	Mayor Pro Tem Deborah Morris
	Deputy Mayor Pro Tem Robert John Smith
	Council Member Jeff Bass
	Council Member Ed Moore
	Council Member Margaret Lucht
	Council Member Robert Vera
	Council Member Dylan Hedrick
Absent:	Council Member B.J. Williams
Staff Present:	City Manager Bryan Bradford
	Deputy City Manager Mitch Bates
	Assistant City Manager Judson Rex
	City Attorney Brian England
	City Secretary Eloyce René Dowl

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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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.

Crystal Loza, Animal Adoption Specialist, presented the Pet of the Month.

Mayor LeMay introduced Jennifer Witt, Den Leader and Cub Scout Pack 1978.

CONSENT AGENDA

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

The motion was made by Council Member Moore to approve the Consent Agenda as presented, seconded by Mayor Pro Tem Morris. Motion carried:

Vote: 8 ayes, 0 nays

1. APPROVED Consider approval of the minutes of the September 20, 2022, Regular Meeting.

2. Consider approval of the following bids:

a. APPROVED Battery Backup Units Bid No. 1219-22

Texas Highway Products, Ltd. $218,995.00

This request is for the purchase of 35 battery backup units that will be used to replace inoperable or poor performing units.

b. APPROVED **Water Mains Replacement** **Bid No. 0958-22**

Tri-Con Services, Inc.	**$1,452,700.00**
Optional Contingency	**145,270.00**
TOTAL:	**$1,597,970.00**

This request is to replace approximately 4,500 linear feet of existing 6” water mains at: Glynn Drive (Dairy Road to Curtis Drive, 1,800 LF); Woodcrest Drive (Danbury Drive to Parkhurst Drive, 1,100 LF); Nash Street (Garwood Street to N. Garland Avenue, 1,000 LF); 12th Street (Main Street to Austin Street, 600 LF). An Optional Contingency is included for any additional work that may be required.

c. APPROVED **EMS Supplies and Medications** **Bid No. 1244-22**

Life Assist, Inc.	**$300,000.00**

This request is to add a secondary supplier for EMS supplies and medications to offset potential supply chain issues for the Garland Fire Department. This approval is for a one-year Term Agreement with two optional renewals.

d. APPROVED **GP&L Advanced Metering Infrastructure Consulting** **Bid No. 0472-21**

E Source Companies LLC	**$44,000.00**

This request is to approve a Change Order for Advanced Metering Infrastructure (AMI) consulting.

e. APPROVED **GP&L Continuous Improvement & Safety Excellence FY23 Support** **Bid No. 1281-22**

Caterpillar Global Services LLC	**$120,910.00**

This request is to obtain FY23 support for GP&L continuous improvement and safety culture excellence workshop and training services.

f. APPROVED **GP&L and TMPA Substation Testing and Commissioning Services** **Bid No. 1156-22**

POWER Engineers, Inc. **$500,000.00**

This request is to provide substation testing and commissioning services on an as-needed basis for GP&L and TMPA. Services include testing and consulting requested to commission, install, maintain, troubleshoot, repair and provide technical support on GP&L and TMPA substation equipment and devices. This approval is for a Term Agreement with four optional renewals.

g. APPROVED **Garland Senior Activity Center - Professional Design Services** **Bid No. 1306-22**

Barker Rinker Seacat (BRS) Architecture **$1,700,531.00**

This request is to obtain professional architectural and engineering design services to rebuild the Garland Senior Activity Center facility. Design services will include activities such as site selection, programming, architectural and civil engineering, structural engineering, landscape design, construction administration, etc.

h. APPROVED **GP&L Shiloh to Marquis Transmission Line Upgrade Engineering Services** **Bid No. 1303-22**

Scarborough Engineering, Inc. **$274,512.00**

This request is to obtain engineering services to support the upgrade of the GP&L Shiloh to Marquis Transmission Line to accommodate new 2000A capacity requirements between the GP&L Shiloh and Marquis Substations.

i. APPROVED **GP&L Interconnection Study** **Bid No. 1305-22**

DNV Energy USA, Inc. **$120,000.00**

This request is to obtain engineering services associated with a full interconnection study in response to a Generation Interconnection Request with ERCOT.

3. APPROVED **Resolution No. 10562** of the City of Garland, Texas finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") Application to change rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

At the October 10, 2022 Work Session, Council considered denying Oncor's rate increase.

4. **APPROVED** **Resolution No. 10563** authorizing the City Manager to execute a Funds Sharing and Fiscal Agency Agreement related to the 2022 Edward Byrne Memorial Justice Assistance Grant Program; and providing an effective date.

At the October 10, 2022 Work Session, Council considered a request from the Police Department to allow the City Manager to execute a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding with the City of Dallas for the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG).

5. **APPROVED** **Resolution No. 10564** of the City Council of the City of Garland, Texas authorizing the City Manager to enter into an Interagency Communications Site Lease Agreement with the Texas Department of Public Safety; and providing an effective date.

At the October 10, 2022 Work Session, Council considered a request from the Police Department to allow the City Manager to execute an Interagency Communication Site Lease Agreement between the Texas Department of Public Safety and the City.

6. **APPROVED** **Minute action approving the request from the Police Department to allow the City Manager to execute the Next Generation 9-1-1 Fund Subrecepient Grant Contract with the Commission on State Emergency Communications.**

At the October 10, 2022, Work Session, Council considered a request from the Police Department to allow the City Manager to execute the Next Generation 9-1-1 Fund Subrecipient Grant Contract with the Commission on State Emergency Communications.

7. **APPROVED** **Minute action creating the Intragovernmental Affairs Committee as a permanent committee and appointing members.**

At the October 10, 2022, Work Session, Council considered creating the Intragovernmental Affairs Committee as a permanent committee and appointing members.

ITEMS FOR INDIVIDUAL CONSIDERATION

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8. Hold public hearings on:

a. APPROVED Consider a Zoning request by Grenadier Investments, Inc. to allow ninety-three (93) townhouses on the eastern tract, sixty-two (62) townhouses on the western tract, and open spaces. The site is located at 2200 and 2302 West Campbell Road in District 7.

Consideration of the application of Grenadier Investments, Inc, requesting approval of a Change in Zoning from Planned Development (PD) District 85-50 and Community Office (CO) District to a Planned Development (PD) District for Single-Family Attached (SFA) Uses and 2) an Alley Waiver. This property is located at 2200 and 2302 West Campbell Road. (File Z 22-20, District 7)

The staff report was presented by William Guerin, Director of Planning. The speakers on this item were: Anthony Natale and Matt Duenwald, applicant, George Baldwin, property owner and Jeanne Thoes.

There was discussion by the Council.

The motion was made by Council Member Hedrick to approve the Planned Development and alley waiver; removing the two-story restriction on the west side, seconded by Council Member Lucht. Motion carried:

Vote: 7 ayes, 1 nay (Deputy Mayor Pro Tem Smith)

b. APPROVED Consider a Detail Plan request by Grenadier Investments, Inc. to allow ninety-three (93) townhouses on the eastern tract, sixty-two (62) townhouses on the western tract, and open spaces. The site is located at 2200 and 2302 West Campbell Road in District 7.

Consideration of the application of Grenadier Investments, Inc, requesting approval of a Detail Plan for Single-Family Attached (SFA) development. This property is located at 2200 and 2302 West Campbell Road. (File Z 22-20, District 7)

The motion was made by Council Member Hedrick to approve the Detail Plan, seconded by Council Member Lucht. Motion carried:

Vote: 8 ayes, 0 nays

c. APPROVED Consider a Zoning request by CCM Engineering to construct to develop thirty-seven (37) townhouses and open space. The site is located at 1350 East Miller Road in District 2.

Consideration of the application of CCM Engineering, requesting approval of a Change in Zoning from Planned Development (PD) District 85-52 for Mixed Uses to a Planned Development (PD) District for Single-Family Attached (SFA) Uses and 2) an Alley Waiver. This property is located at 1350 East Miller Road. (File Z 22-26, District 2)

The staff report was presented by William Guerin, Director of Planning. The speaker on this item was Cody Cranel.

There was a question to the applicant by Mayor Pro Tem Morris, confirming no additional requests were received from the neighborhood.

The motion was made by Mayor Pro Tem Morris to approve the Zoning request (8c) and the Detail Plan (8d), seconded by Council Member Moore. Motion carried:

Vote: 8 ayes, 0 nays

d. APPROVED Consider a Detail Plan request by CCM Engineering to construct to develop thirty-seven (37) townhouses and open space. The site is located at 1350 East Miller Road in District 2.

Consideration of the application of CCM Engineering, requesting approval of a Detail Plan for Single-Family Attached (SFA) Uses. This property is located at 1350 East Miller Road. (File Z 22-26, District 2)

e. APPROVED Consider a Planned Development amendment request by Geomet Recycling for additional shaded structures and buildings to support the existing recycling salvage yard. The site is located at 312 South International Road in District 6.

Consideration of the application of Geomet Recycling, requesting approval of an amendment to Planned Development (PD) District 19-32 for Industrial Uses. This property is located at 312 South International Road. (File Z 22-43, District 6)

The staff report was presented by William Guerin, Director of Planning. The speaker on this item was: Mikel Shecht, applicant.

The motion was made by Council Member Vera to approve the Planned Development amendment (8e), Specific Use Provision amendment (f) and Detail Plan (8g), seconded by Council Member Lucht. Motion carried:

Vote: 8 ayes, 0 nays

f. APPROVED Consider a Specific Use Provision amendment request by Geomet Recycling for additional shaded structures and buildings to support the existing recycling salvage yard. The site is located at 312 South International Road in District 6.

Consideration of the application of Geomet Recycling, requesting approval of a Specific Use Provision amendment for a Recycling Salvage Yard. This property is located at 312 South International Road. (File Z 22-43, District 6)

g. APPROVED Consider a Detail Plan amendment request by Geomet Recycling for additional shaded structures and buildings to support the existing recycling salvage yard. The site is located at 312 South International Road in District 6.

Consideration of the application of Geomet Recycling, requesting approval of a Detail Plan amendment for a Recycling Salvage Yard on a property zoned Planned Development (PD) District 19-32 for Industrial Uses. This property is located at 312 South International Road. (File Z 22-43, District 6)

h. APPROVED Consider a Change of Zoning request by Kehinde Omo-Iyamu from Neighborhood Office (NO) District to Community Retail (CR) District, to allow a beauty salon in the existing building. The site is located at 2940 Broadway Boulevard and 2955 Dairy Road in District 5.

Consideration of the application of Kehinde Omo-Iyamu, requesting approval of a Change in Zoning from Neighborhood Office (NO) District to Community Retail (CR) District. This property is located at 2940 Broadway Boulevard and 2955 Dairy Road. (File Z 22-45, District 5)

The staff report was presented by William Guerin, Director of Planning. The applicant was present, but did not speak.

The motion was made by Council Member Lucht to approve the request as presented, seconded by Council Member Vera. Motion carried:

Vote: 8 ayes, 0 nays

i. APPROVED Consider a Specific Use Provision request by Scout Cold Logistics, LLC for a food processing and distribution facility in an existing building in District 5.

Consideration of the application of Scout Cold Logistics, LLC, requesting approval of a Specific Use Provision for Food Processing & Storage. This property is located at 2610 McCree Road. (File Z 22-49, District 5)

The staff report was presented by William Guerin, Director of Planning. The speaker on this item was Aaron Comer, applicant.

The motion was made by Council Member Lucht to approve the Specific Use Provision (8i) and Plan (8j), seconded by Council Member Moore. Motion carried:

Vote: 8 ayes, 0 nays

j. APPROVED Consider a Plan request by Scout Cold Logistics, LLC for a food processing and distribution facility in an existing building in District 5.

Consideration of the application of Scout Cold Logistics, LLC, requesting approval of a Plan for Food Processing & Storage on a property zoned Industrial (IN) District. This property is located at 2610 McCree Road. (File Z 22-49, District 5)

k. APPROVED Consider amendments to the Garland Development Code relating to multi-family development covered parking and horizontal multi-family developments.

Consider amending Section 4.24, "Multifamily Developments," of Chapter 4, "Site Development," the Land Use Matrix, and Table 7-1, "Downtown District Land use Matrix" of chapter 7 of the Garland Development Code; and amending Table 2-4 of Section 2.34 and Section 2.39 of Chapter 2, "Zoning Regulations," and the Chapter 2 Land Use Matrix, of the Garland Development Code, removing general covered parking requirements for multi-family developments and creating a Multi-Family-0 [MF-0] District allowing "horizontal multi-family" developments.

The City Council was briefed on this item by the Development Services Committee during the August 15, 2022, City Council Work Session.

The staff report was presented by William Guerin, Director of Planning. There were no additional speakers on this item.

Council Member Hedrick briefed the Council.

The motion was made by Council Member Hedrick to approve the amendments to the Garland Development Code as presented, seconded by Council Member Vera. Motion carried:

Vote: 8 ayes, 0 nays

9. **Citizen comments:** There were no speakers on this item.

10. **Adjourn:** There being no further business to come before the City Council, Mayor LeMay, adjourned the meeting at 8:36 p.m.

Submitted By:

_____

Scott LeMay, Mayor

_____

Eloyce René Dowl, City Secretary

GARLAND
PURCHASING REPORT

City Council Regular Session Agenda **2. a.**

Meeting Date: 10/18/2022
Item Title: Cold Milling with Operator and Helper
Submitted By: Steve Oliver, Streets Director
Bid Number: 1196-22

Purchase Justification:

This request is to provide asphalt milling on streets scheduled for asphalt overlay by the Street Department. By milling off approximately two inches of existing asphalt pavement in advance of the asphalt overlay, the street profile will essentially remain the same after the overlay, which will maintain the drainage capacity on those streets. This approval is for a Term Agreement with two (2) optional renewals.

Evaluation:

TexOp Construction, LP, will perform the asphalt milling through an Interlocal Agreement with Tarrant County Bid 2022-064.

Award Recommendation:

Vendor	***Item***	***Amount***
TexOp Construction, LP	All	$250,000.00
	TOTAL:	$250.000.00

Basis for Award: Interlocal Agreement
Purchase Requisition #: 47973

Fiscal Impact

Total Project/Account:	$24,083,341
Expended/Encumbered to Date:	9,133,247
Balance:	$14,950,094
This Item:	250,000
Proposed Balance:	$14,700,094
Account #:	831-4692-7111

Fund/Dept/Project – Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to the Street Maintenance outside services account as incurred.

Attachments

Bid Recap

Fiscal Reference:	
Budget Type:	Operating Budget
Fiscal Year:	2022-23
Document Location:	Prop. Budget - Page 218

Budget Director Approval:	Allyson Steadman	Approval Date: 10/06/2022
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 10/05/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED: N/A
REQ. NO. PR 47973
BID NO. 1196-22
PAGE: 1 of 1
BUYER: Casee Sanders

ITEM	QTY	UNIT	DESCRIPTION	TexOp Construction LP UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	ea	1	Term Contract for Cold Milling		$250,000.00						
			w/ Operator and Helper								
			TOTAL GROSS PRICE		$250,000.00						
			CASH DISCOUNT								
			TOTAL NET PRICE		$250,000.00						
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:	**$0.00**	N/A	# IonWave Notifications
LOW:	**$0.00**	N/A	# IonWave HUBS
SAVINGS:	**$0.00**	N/A	# Direct Contact HUBS
		N/A	# HUBS Responded

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

GARLAND
PURCHASING REPORT

City Council Regular Session Agenda **2. b.**

Meeting Date: 10/18/2022
Item Title: Valve & Fire Hydrant Maintenance
Submitted By: Wes Kucera, Managing Director
Bid Number: 1215-22

Purchase Justification:

This request is to provide maintenance, inspections, adjustments and minor repair of water valves and fire hydrants throughout City of Garland. This approval is for a Term Agreement with four (4) optional renewals.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. One (1) bid was received with Hydromax USA, LLC, submitting the Straight Low Bid.

Award Recommendation:

Vendor	***Item***	***Amount***
Hydromax USA, LLC	All	$500,000.00
	TOTAL:	**$500,000.00**

Basis for Award: Straight Low Bid
Purchase Requisition #: 47988

Fiscal Impact

Total Project/Account:	N/A
Expended/Encumbered to Date:	N/A
Balance:	N/A
This Item:	$500,000
Proposed Balance:	N/A
Account #:	451-6999

Fund/Dept/Project – Description and Comments:

Term Agreement sets price but does not commit funds. Expenses will be charged to the appropriate Water Operating account(s) as incurred.

Attachments

Bid Recap

Fiscal Reference:	
Budget Type:	Operating Budget
Fiscal Year:	2022-23
Document Location:	Prop. Operating - Page 247

Budget Director Approval:	Allyson Steadman	Approval Date: 10/06/2022
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 10/05/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED: 09/27/2022
REQ. NO. PR 47988
BID NO. 1215-22
PAGE: 1 of 1
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	Hydromax USA LLC UNIT PRICE	Hydromax USA LLC TOTAL						
			Valve and Hydrant Maintenance		$500,000.00						
			Itimized Pricing								
1	1	ea.	Valve sizes 8" and smaller		$35.00						
2	1	ea.	Valve sizes 10" to 12"		$45.00						
3	1	ea.	Valve sizes 14" and larger		$100.00						
4	1	ea.	Valves unable to be located		$35.00						
5	1	ea.	Labor for adjusting valve stack		$236.00						
6	1	ea.	Hydrant Painting, Maint., Insp.		$32.00						
7	1	ea.	Fire Hydrant minor repairs		$236.00						
8	1	ea.	Fire Hydrant unable to be located		$20.00						
9	1	ea.	Sub-Centimeter for valve location		$118.00						
10	1	ea.	Sub-Centimeter for hydrant loc.		$118.00						
11	1	ea.	Sub-foot for valve location		$5.00						
12	1	ea.	Sub-foot for hydrant location		$5.00						
			TOTAL GROSS PRICE		$500,000.00						
			CASH DISCOUNT								
			TOTAL NET PRICE		$500,000.00						
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:	**n/a**	471	# IonWave Notifications
LOW:	**n/a**	0	# IonWave HUBS
SAVINGS:	**n/a**	0	# Direct Contact HUBS
		0	# HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. 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 REPORT

City Council Regular Session Agenda **2. c.**

Meeting Date: 10/18/2022
Item Title: GP&L Olinger Plant Generation
Submitted By: Dan Bailey, GP&L Energy Services Director
Bid Number: 0972-22

Purchase Justification:

This request is for the purchase and construction of two (2) Dynamis DT35 Package Turbine Generators including permitting and engineering for the Olinger Power Station. These units will provide 69MW of quick-start generation capacity to serve the energy and ancillary service needs of GP&L customers. An Optional Contingency is included for any additional goods or services that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Two (2) bids were received and evaluated based on the published criteria. Wartsila North America's bid was deemed nonresponsive due to their not submitting the technical specifications and spare parts list as required in the bid documents. Dynamis Power Solutions received the highest evaluated score, offering the Best Value for the City. During negotiations, it was determined that an additional $6.4 million is necessary to add an SCR System and Gas Compression System in order to make the units fully operational.

Award Recommendation:

Vendor	***Item***	***Amount***
Dynamis Power Solutions	All	$49,350,000.00
Optional Contingency		7,402,500.00
	TOTAL:	**$56,752,500.00**

Basis for Award: Best Value
Purchase Requisition #: 48157

Fiscal Impact

Total Project/Account: $60,002,860 *

Expended/Encumbered to Date:	0
Balance:	$60,002,860
This Item:	56,752,500
Proposed Balance:	$3,250,360
Account #:	451-6999

Fund/Dept/Project – Description and Comments:

Electric CIP / Production Program

At the October 10, 2022, Executive Session, Garland Power & Light (GP&L) briefed Council on a plan to install additional generating units at the Olinger Power Station. City Council reviewed a Policy Report about 2022 Capital Improvement Budget Amendment No. 2 on Monday, October 17, 2022, requesting a supplemental appropriation of $60,002,860 in the Electric Production Program. The 2022 Capital Improvement Budget Amendment No. 2 is scheduled for consideration tonight, October 18, 2022.

* Funding pending City Council's approval of 2022 CIP Budget Amendment No. 2 on October 18, 2022. Expenses will be charged to the appropriate Electric CIP account(s) as incurred.

Attachments

Bid Recap

Fiscal Reference:	
Budget Type:	CIP
Fiscal Year:	2022
Document Location:	Page 294

Budget Director Approval:	Allyson Steadman	Approval Date: 10/07/2022
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 10/05/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED: August 16, 2022
REQ. NO. PR 48157
BID NO. 0972-22
PAGE: 1 of 1
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	Dynamis Power Solutions UNIT PRICE	Dynamis Power Solutions TOTAL	Wartsila North America UNIT PRICE	Wartsila North America TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	2	ea.	RICE Unit Price for Evaluation	$20,750,000.00	$41,500,000.00	Non-Responsive					
2	2	ea.	Water Injection Skid	$725,000.00	$1,450,000.00						
3	2	ea.	Negotiated Gas System	$650,000.00	$1,300,000.00						
4	2	ea.	Negotiated SCR System	$2,550,000.00	$5,100,000.00						
			Evaluation Criteria:								
			Price	Maximum=50	50.00						
			Adherence to Specifications	Maximum=50	30.00						
			Total	Maximum=100	80.00						
			TOTAL GROSS PRICE		$49,350,000.00						
			CASH DISCOUNT								
			TOTAL NET PRICE		$49,350,000.00						
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:	**n/a**	286	# IonWave Notifications
LOW:	**n/a**	30	# IonWave HUBS
SAVINGS:	**n/a**	0	# Direct Contact HUBS
		0	# HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. 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 REPORT

City Council Regular Session Agenda **2. d.**

Meeting Date: 10/18/2022
Item Title: Network Equipment Replacement
Submitted By: Steven Niekamp, Chief Information Officer
Bid Number: 0032-23

Purchase Justification:

This request is to purchase replacement networking equipment that has reached its end of life. The scheduled replacements are necessary in order to maintain network reliability and security. This approval is for a Term Agreement that will be renewed annually as long as funding is approved in the budget and Presidio Networked Solutions Group is a cooperative contract vendor.

Evaluation:

The networking equipment is being provided by Presidio Networked Solutions Group, LLC, through the State of Texas Department of Information Resources cooperative purchasing contract DIR-TSO-4167.

Award Recommendation:

Vendor	***Item***	***Amount***
Presidio Networked Solutions Group, LLC	All	$1,200,000.00
	TOTAL:	**$1,200,000.00**

Basis for Award: Cooperative Purchase
Purchase Requisition #: 48147

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: $1,200,000

Proposed Balance: N/A

Account #: 451-6999

Fund/Dept/Project – Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to IT Replacement Fund accounts as incurred. The value of this bid award reflects a hypothetical high-cost replacement year; the full amount will not be charged this budget year (FY 2022-23).

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2022-23

Document Location: Prop. Budget - Page 325

Budget Director Approval: Allyson Steadman Approval Date: 10/07/2022

Purchasing Director Approval: Gary L. Holcomb Approval Date: 10/06/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED: N/A
REQ. NO. PR 48147
BID NO. 0032-23
PAGE: 1 of 1
BUYER: Casee Sanders

				Presidio Networked Solutions Group, LLC							
ITEM	**QTY**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
1	1	ea	Network Equipment Replacement		$1,200,000.00						
			TOTAL GROSS PRICE		$1,200,000.00						
			CASH DISCOUNT								
			TOTAL NET PRICE		$1,200,000.00						
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:	**$0.00**	N/A	# IonWave Notifications
LOW:	**$0.00**	N/A	# IonWave HUBS
SAVINGS:	**$0.00**	N/A	# Direct Contact HUBS
		N/A	# HUBS Responded

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

GARLAND
PURCHASING REPORT

City Council Regular Session Agenda **2. e.**

Meeting Date: 10/18/2022
Item Title: Firewheel Pump Station Replacement Generator Project
Submitted By: Wes Kucera, Managing Director
Bid Number: 0017-23

Purchase Justification:

This request is to obtain professional engineering services to design a new Tier-4 backup power generator to replace the existing 32-year-old unit at Firewheel Pump Station. Services include design and programming of the switchgear and connections to SCADA and PLCs including inspections, commissioning, and startup. An Optional Contingency is included for any unforeseen additional modifications that may be required.

Evaluation:

Gupta & Associates, Inc., was selected as the Most Qualified firm for this project from RFQ 0212-19 based on previous experience on Wallace Pump Station Backup Generator Replacement, a project with similar scope and magnitude.

Award Recommendation:

Vendor	Item	Amount
Gupta & Associates, Inc.	All	$439,040.00
Optional Contingency		50,000.00
	TOTAL:	$489,040.00

Basis for Award: Most Qualified
Purchase Requisition #: 48134

Fiscal Impact

Total Project/Account:	$7,380,000
Expended/Encumbered to Date:	5,573,966
Balance:	$1,806,034
This Item:	489,040
Proposed Balance:	$1,316,994

Account #: 225-4049-3023700-7101

Fund/Dept/Project – Description and Comments:

Water CIP / Water Pump Station Emergency Generators Program

Attachments

Bid Recap

Fiscal Reference:	
Budget Type:	CIP
Fiscal Year:	2022
Document Location:	Page 255

Budget Director Approval:	Allyson Bell Steadman	Approval Date: 10/10/2022
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 10/10/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED:
REQ. NO. PR 48134
BID NO. 0017-23
PAGE: 1 of 1
BUYER: D. Gamero

ITEM	QTY	UNIT	DESCRIPTION	Gupta & Associates, Inc UNIT PRICE	Gupta & Associates, Inc TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	ea	1	Firewheel Pump Station	$439,040.00	$439,040.00						
			Replacement Generator Project								
1	ea	1	Contingency	$50,000.00	$50,000.00						
			TOTAL GROSS PRICE		$489,040.00						
			CASH DISCOUNT								
			TOTAL NET PRICE		$489,040.00						
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:	**$0.00**
LOW:	**$0.00**
SAVINGS:	**$0.00**

IonWave Notifications
IonWave HUBS
Direct Contact HUBS
HUBS Responded

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

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **3. a.**

Meeting Date: 10/18/2022

Item Title: Z 22-20 Grenadier Investments, Inc. (District 7)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 22-20 Grenadier Investments, Inc.

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 22-20 Ordinance

Z 22-20 Exhibit A

Z 22-20 Exhibit B

Z 22-20 Exhibits C-E

ZONING FILE NO. Z 22-20

ORDINANCE NO._____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) A CHANGE IN ZONING FROM PLANNED DEVELOPMENT (PD) DISTRICT 85-50 AND COMMUNITY OFFICE (CO) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT FOR SINGLE-FAMILY ATTACHED (SFA) USES AND 2) A DETAIL PLAN FOR SINGLE-FAMILY ATTACHED (SFA) DEVELOPMENT ON A 21.105-ACRE TRACT OF LAND LOCATED AT 2200 AND 2302 WEST CAMPBELL ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 12th day of September, 2022, the Plan Commission did consider and make recommendations on a certain request for 1) a Change in Zoning from Planned Development (PD) District 85-50 and Community Office (CO) District to a Planned Development (PD) District for Single-Family Attached (SFA) Uses and 2) a Detail Plan for Single-Family Attached (SFA) development by **Grenadier Investments, Inc.**; 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 Change in Zoning from Planned Development (PD) District 85-50 and Community Office (CO) District to a Planned Development (PD) District for Single-Family Attached (SFA) Uses and 2) a Detail Plan for Single-Family Attached (SFA) development located at 2200 and 2302 West Campbell Road, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code.

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

NOTICE OF CONDITIONS OF COMPLIANCE: Notwithstanding the provisions of any other ordinance of the City, the full, complete, and continuing compliance with all the conditions, restrictions, and regulations of this Ordinance is a condition to the issuance and continuation of any permit, approval, authorization or consent by the City, including without limitation the issuance or continuation of any certificate of occupancy for any building or structure located on any portion of the property described in Exhibit A. All promises, representations, obligations and undertakings made or assumed by the applicant to the City Council at any public presentation in connection with the granting of this Ordinance are hereby incorporated into and made a part of this Ordinance as if expressly set forth herein at length. No substantial deviation from any material portion of the conditions, restrictions, and regulations contained within this Ordinance are allowed except as may be provided by the City Council after a public hearing.

Section 5

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 6

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 7

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

FILE NO. Z 22-20

PASSED AND APPROVED this_____ day of _____, 2022.

THE CITY OF GARLAND, TEXAS

By:

_____
Mayor

ATTEST:

_____
City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 22-20

TRACT 1

BEING a 8.184-acre tract of land situated in the Delilah C. Manning Survey, Abstract No. 945, City of Garland, Dallas County, Texas, and being a portion of the remainder of a called 95.14 acre tract of land described as Second Tract in a deed to Peter W. Baldwin, Trustee, as recorded in Volume 69079, Page 483 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an "X" cut in concrete found for the northernmost corner of a called 28.046 acre tract of land described as Tract One in a deed to City of Garland, as recorded in Volume 95168, Page 4277 of the Deed Records of Dallas County, Texas, same being on the southerly right-of-way line of Campbell Road, a variable width right-of-way, and at the beginning of a non-tangent curve to the right with a radius of 1,036.00 feet, a central angle of 14°17'23", and a chord bearing and distance of North 70°46'10" East, 257.71 feet;

THENCE in a southerly direction along the southerly right-of-way line of said Campbell Road, and with said non-tangent curve to the right, an arc distance of 258.38 feet to a 5/8 inch iron rod found at the beginning of a non-tangent curve to the right with a radius of 1,036.00 feet,

a central angle of 17°43'22", and a chord bearing and distance of North 88°28'52" East, 319.18 feet;

THENCE in a southerly direction continuing along the southerly right-of-way line of said Campbell Road, and with said non-tangent curve to the right, an arc distance of 320.46 feet to a 1/2 inch iron rod with plastic cap stamped "WAI" found for corner, from which, a 1/2 inch iron rod found for witness bears South 44°14' West, 2.57 feet;

THENCE South 82°39'27" East, continuing along the southerly right-of-way line of said Campbell Road, a distance of 130.55 feet to a 1/2 inch iron rod with plastic cap stamped "WAI" found for the north end of a corner clip at the intersection of the southerly right-of-way line of said Campbell Road with the westerly right-of-way line of Shiloh Road, a variable width public right-of-way;

THENCE South 41°46'11" East, departing the southerly right-of-way line of said Campbell Road and along said corner clip, a distance of 98.28 feet to a 1/2 inch iron rod with plastic cap stamped "WAI" found for the south end of said corner clip, same being on the westerly right-of-way line of said Shiloh Road;

THENCE South 00°52'54" East, along the westerly right-of-way line of said Shiloh Road, a distance of 160.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 02°06'14" East, continuing along the westerly right-of-way line of said Shiloh Road, a distance of 374.35

feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

THENCE South 00°52'54" East, continuing along the westerly right-of-way line of said Shiloh Road, a distance of 180.85 feet to the northeast corner of said 28.046 acre tract, from which, a 1/2 inch iron rod with plastic cap stamped “WAI” found for witness bears North 82°53’ West, 0.24 feet;

THENCE departing the westerly right-of-way line of said Shiloh Road and along the northeasterly line of said 28.046 acre tract, the following courses and distances:

South 89°08'13" West, a distance of 64.84 feet to a 1/2 inch iron rod with plastic cap stamped “WAI” found at the beginning of a non-tangent curve to the left with a radius of 300.00 feet, a central angle of 21°07'45", and a chord bearing and distance of North 39°10'22" West, 110.01 feet;

In a westerly direction, with said non-tangent curve to the left, an arc distance of 110.63 feet to a 1/2 inch iron rod with plastic cap stamped “WAI” found for corner;

North 49°19'54" West, a distance of 451.07 feet to a 1/2 inch iron rod with plastic cap stamped “WAI” found at the beginning of a non-tangent curve to the right with a radius of 1,007.00 feet, a central angle of 17°34'28", and a chord bearing and distance of North 40°41'37" West, 307.67 feet;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 308.88 feet to a 1/2 inch iron rod with plastic cap stamped “WAI” found at the

beginning of a non-tangent curve to the left with a radius of 310.00 feet, a central angle of 26°16'31", and a chord bearing and distance of North 44°47'16" West, 140.92 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 142.16 feet to the POINT OF BEGINNING and containing 8.184 acres (356,505 square feet) of land, more or less.

TRACT 2

BEING a 12.921-acre tract of land situated in the P.H. Rice Survey, Abstract No. 1241, City of Garland, Dallas County, Texas, and being a portion of the remainder of a called 95.14 acre tract of land described as Second Tract in a deed to Peter W. Baldwin, Trustee, as recorded in Volume 69079, Page 483 of the Deed Records of Dallas County, Texas, and also being the remainder of a called 1.812 acre tract of land described as Tract B in a deed to Outer Loop Joint Venture, Peter Baldwin, Trustee, as recorded in Volume 99134, Page 6900 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 3 inch aluminum disk found for the northwest corner of Shoal Creek, according to the plat thereof recorded in Document No. 200600361138 of the Official Public Records of Dallas County, Texas, same being on the southerly right-of-way line of Campbell Road, a variable width right-of-way, and the easterly line of said 95.14 acre tract;

THENCE South 00°10'00" West, departing the southerly right-of-way line of said Campbell Road, along the easterly line of said 95.14 acre tract, the easterly line of said Tract B, and the westerly line of said Shoal Creek, a distance of 563.47 feet to a 5/8 inch iron rod with a busted plastic cap found for the northeast corner of Lot 1, Block 1 of Replat of Equinox Apartments, according to the plat thereof recorded in Instrument No. 200001020307 of the Plat Records of Dallas County, Texas;

THENCE South 89°14'50" West, departing the easterly line of said Tract B and the westerly line of said Shoal Creek, along the northerly line of said Lot 1, Block 1 and crossing said Tract B, a distance of 970.80 feet to a 5/8 inch iron rod found for the northwest corner of said Lot 1, Block 1, same being on the westerly line of said Tract B and the easterly right-of-way line of Shiloh Road, a variable width right-of-way;

THENCE North 00°52'54" West, along the westerly line of said Tract B and the easterly right-of-way line of said Shiloh Road, a distance of 523.32 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for the south end of a corner clip at the intersection of the easterly right-of-way line of said Shiloh Road with the southerly right-of-way line of said Campbell Road;

THENCE North 44°50'35" East, departing the easterly right-of-way line of said Shiloh Road and along said corner clip, a distance of 90.75 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for the north end of said

corner clip, same being on the southerly right-of-way line of said Campbell Road;

THENCE along the southerly right-of-way line of said Campbell Road, the following courses and distances:

South 89°25'57" East, a distance of 160.00 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

North 89°20'35" East, a distance of 374.38 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner, from which, a 1/2 inch iron rod found for witness bears South 78°07’ East, 10.50 feet;

South 89°25'57" East, a distance of 107.46 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

South 00°34'03" West, a distance of 10.30 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner, from which, a 5/8 inch iron rod with plastic cap stamped “BGE INC” found for witness bears South 34°24’ West, 0.62 feet;

South 89°25'57" East, a distance of 274.73 feet to the POINT OF BEGINNING and containing 12.921 acres (562,818 square feet) of land, more or less.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 22-20

2200 and 2302 West Campbell Road

I. **Statement of Purpose:** The purpose of this Planned Development is to approve a Detail Plan for one hundred and fifty-six (156) Single-Family Attached (Townhouse) and eighteen (18) HOA lots.

II. **Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, and Single-Family-Attached (SFA) District, as amended prior to adoption of this ordinance, except as specifically provided herein.

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

IV. **Development Plans:**

Detail Plan: Development shall conform to the Site Plan and Landscape Plan set forth in Exhibit C, Exhibit D, and Exhibit E; however, in the event of conflict between the Detail Plan and the written conditions contained in this ordinance, the written conditions shall control.

V. **Specific Conditions:**

A. Permitted Uses: Only Dwelling, Single-Family-Attached (SFA) units are permitted.

B. Maximum Number of Lots: A total of one-hundred and fifty-five (155) single-family attached units shall be permitted. Ninety-three (93) single-family attached units shall be permitted on the eastern tract and sixty-two (62) shall be permitted on the western tract.

C. Minimum Lot Area: The minimum lot area shall be 1,600 square feet and as reflected in Exhibit C.

D. Minimum Lot Depth: The minimum lot depth shall be seventy-five (75) feet and the lot depth is measured between the lot lines.

EXHIBIT B

E. Minimum Dwelling Size: The minimum dwelling size shall be 1400 square feet.

F. Lot Orientation: Mews type lots shall be permitted as reflected in Exhibit C.

G. Minimum Lot Width: The minimum lot width for interior lots shall be twenty-two (22) feet and the minimum lot width for end lots shall be twenty-seven (27) feet.

H. Garages:

- Front entry garages shall be allowed.
- A street-facing garage door shall have a minimum of twenty (20) feet from the applicable street right of way line. However, the offset front entry with garage door setback at least five feet behind the building façade shall not be required.
- "J" and "Swing" drives shall not be required.
- Regardless of other setbacks, a street-facing garage door must have a minimum setback of twenty (20) feet from the applicable street right of way line.
- The driveway depth shall be twenty (20) feet for all street facing garages and five (5) feet depth for all alley facing garages except for lots facing West Campbell Road, North Shiloh Road, and the floodplain on the east as shown on the site plan (Exhibit C).

I. Alleys: Alleys shall not be required for thirty-five (35) single-family attached lots.

J. Roof Pitch: Each dwelling unit must be constructed with a minimum roof pitch of 4:12.

K. Screening and Landscaping: Screening and landscaping shall be in conformance with the Landscape Plan set forth in Exhibit D.

L. Open Space and Amenities: Open Space and Amenities shall be provided as shown in Exhibit D.

EXHIBIT B

M. Trail: A trail connection to the City's trail system shall be provided as shown in Exhibit D.

N. Signage: All signs shall meet the Garland Development Code requirements.

O. Architectural Elements: Each street elevation shall incorporate three (3) of the following elements: 1) Dormer that breaks main roof line 2) Fenced Courtyard having a minimum depth of 10 feet and width of 10 feet (at least 100 square feet of useable space) 3) Accent roof projection of at least 3 feet. 4) Front door with glass inserts. 5) Garage door with glass inserts 6) Stained pine or cedar T&G decorative soffit accent 7) Black or dark bronze colored window frames 8) Outdoor elevated terrace 9) Decorative arbor 10) 3 different exterior finish materials.

P. Fencing: A forty-two (42)-inch high horizontal cedar front or rear yard fencing as depicted in Exhibit E shall be permitted up to the property line.

Q. Arbors: Front or rear yards may have decorative arbors made of steel and/or cedar (as depicted in Exhibit E) that are not attached to the main structure and can extend past the front or rear building setback and be built up to the front or rear property line.

R. Elevations: Building Elevations shall be in general conformance with the elevations labeled Exhibit E.

S. Trash Containers: Trash containers and recycling bins must be stored inside the garage for all non-pick-up days.

T. Homeowners Association: A Homeowners Association shall be incorporated, and each lot/homeowner shall be a mandatory member. The bylaws and/or declaration of this association shall establish a system of payment of dues; a system of enforcement of its rules and regulations; shall establish a clear and distinct definition of the responsibility of each member; shall obligate the association, through assessment of homeowners, to maintain all open space areas; and other provisions as deemed appropriate to secure a sound and stable association.

EXHIBIT B

U. Maintenance of Open/Common Space and Landscaped Areas, Entry Features, Access Easements, and Amenities in HOA Lots: Pursuant to the declaration for the Homeowner's Association, the Homeowners Association shall be obligated to repair and maintain all common areas of the community (including open/common space, landscaped areas, entry features, access easements, and amenities in HOA lots) and the bylaws and/or declaration for the association shall authorize the association to pay for the cost thereof through the assessment of homeowners within the community.

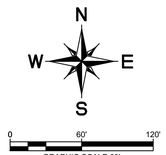
V. Required Assessments and Reserves: The declaration for the Homeowner's Association shall provide that each homeowner owning a real property interest in a residential lot within the community land shall be obligated to pay assessments to the Homeowners Association to pay for the operation and common expenses of the association, including, without limitation, the repair and maintenance of association common areas, including repairing, maintaining or replacing the association screening walls and perimeter fences. If the Homeowners Association fails to perform the above-described maintenance due to lack of funds, the Homeowners Association shall assess members on a pro rata basis for the cost of performing such maintenance and shall thereafter promptly and diligently perform the maintenance required. To help ensure that funds will be available to perform such maintenance, the Homeowners Association shall establish and maintain a reserve fund for the periodic maintenance, repair and replacement of association improvements, which shall include adequate reserves for the expected future costs to repair, maintain and replace association screening walls and perimeter fences.

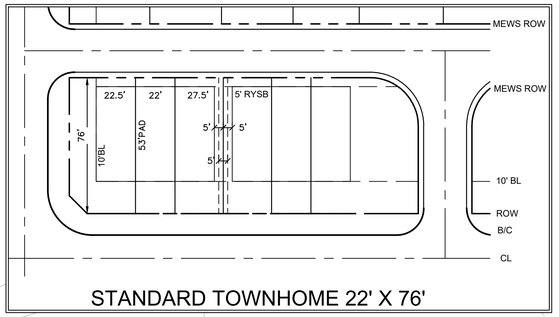
W. City's Right to Enforce: The declaration for the Homeowner's Association shall contain a provision stating that if the Homeowner's Association fails to maintain an association screening wall or perimeter fence in good repair, then the City may send written notice to the Homeowner's Association demanding the proper repair and maintenance of such screening wall or perimeter fence. If the Homeowner's Association has not repaired or replaced such screening wall or

perimeter fence within 120 days after the date of the City's written notice to the Homeowner's Association, the City shall have the right, but not the obligation, to exercise all access easements and other rights of the Homeowners Association to repair and/or replace, as necessary, such screening wall or perimeter fence and to charge all reasonable costs incurred therefor to the Homeowners Association. The Homeowner's Association shall promptly pay such costs to the City upon completion of the repairs and/or replacement upon written demand by the City. If the reserves required by these conditions and the declaration are not sufficient to fully reimburse the City, the Homeowner's Association shall assess its members for the funds necessary to fully reimburse the City and to re-establish its required reserves. Such provision in the declaration for the Homeowner's Association shall further state that such provision may not be amended or modified without the prior written consent of the City.

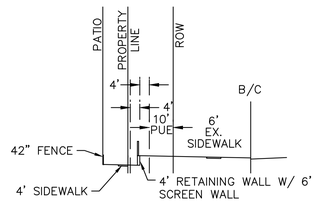
EXHIBIT B

EXHIBIT C



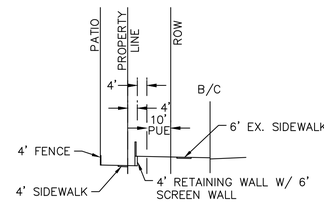


STANDARD TOWNHOME 22' X 76'

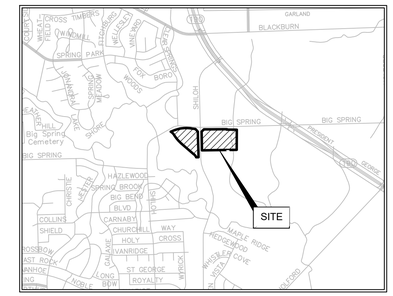


CROSS SECTION A-A

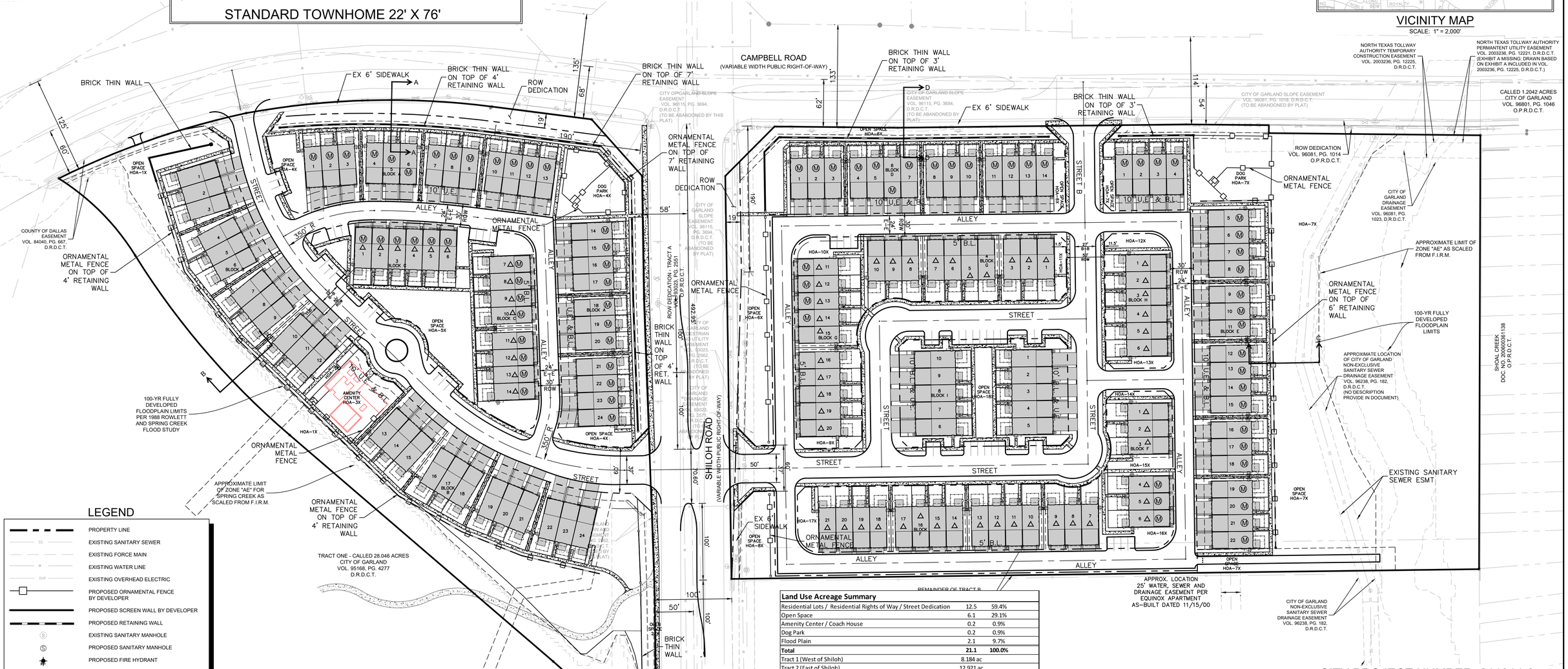
NOTE:
1. PARKING PAVING WITHIN THE RIGHT OF WAY SHALL BE MAINTAINED BY THE HOA AND A LICENSED AGREEMENT WILL BE REQUIRED FROM ENGINEERING AT THE TIME OF CONSTRUCTION.
2. LEFT TURN LANES TO BE CONSTRUCTED AT DEVELOPER'S EXPENSE PER CITY STANDARD DETAILS.
3. EASEMENTS MUST BE ABANDONED BY THE SAME WAY THEY WERE CREATED, REFER TO TSM 3.08.
4. IF THE PROPOSED RETAINING WALL PARALLEL TO THE CAMPBELL AND SHILOH ROW IS LOCATED WITHIN THE ZONE OF INFLUENCE OF THE ROW, THE WALL SHALL BE A CONCRETE RETAINING WALL PER THE STD CITY DETAIL TYPE A CONCRETE RETAINING WALL OR EQUIVALENT AND SHALL NOT ENCROACH INTO THE 10' P.U.E.



CROSS SECTION D-D

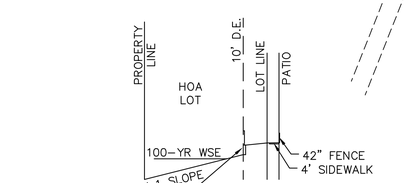


VICINITY MAP
SCALE: 1" = 2,000'



LEGEND

	PROPERTY LINE
SS	EXISTING SANITARY SEWER
	EXISTING FORCE MAIN
W	EXISTING WATER LINE
OHP	EXISTING OVERHEAD ELECTRIC
	PROPOSED ORNAMENTAL FENCE BY DEVELOPER
	PROPOSED SCREEN WALL BY DEVELOPER
	PROPOSED RETAINING WALL
Ⓢ	EXISTING SANITARY MANHOLE
Ⓢ	PROPOSED SANITARY MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED INLET
	PROPOSED STREET LIGHT
	PROPOSED STOP SIGN
	PROPOSED STREET SIGN
	SIDEWALK TO BE BUILT BY DEVELOPER
	SIDEWALK TO BE BUILT BY HOME BUILDER
P.A.E.	PEDESTRIAN ACCESS EASEMENT
D.E.	DRAINAGE EASEMENT
C.U.E.	CITY UTILITY EASEMENT
P.U.E.	PRIVATE UTILITY EASEMENT
HOA	HOMEOWNERS ASSOCIATION
B.L.	BUILDING LINE
G.S.L.	GARAGE SETBACK LINE
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT



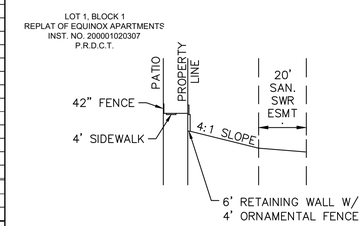
CROSS SECTION B-B

Land Use Acreage Summary		
Residential Lots / Residential Rights of Way / Street Dedication	12.5	59.4%
Open Space	6.1	29.1%
Amenity Center / Coach House	0.2	0.9%
Dog Park	0.2	0.9%
Flood Plain	2.1	9.7%
Total	**21.1**	**100.0%**
Tract 1 (West of Shiloh)	8.184 ac	
Tract 2 (East of Shiloh)	12.921 ac	

Lot Type Summary	West	East	Total
22' x 76' Townhomes	62	93	155
HOA Lots	5	13	18
Lot Size (min.)	1600 sf		
Parking Required (1 stall / 4 units)	16	23	38.8
Parking Provided	18	30	48
Enclosed Parking	2 per unit		
Front-loaded Lots	25	10	
Rear-loaded Lots	38	83	
Minimum dwelling size			1400 SF
Front Setback			10'
Rear (Garage) Setback △			5' or 20'
Side Setback (Interior Lot)			5'
Side Setback at Street			10'
Side Setback Adjacent to Open Space			0'
Density Summary (Units per Acre)			
Gross Density	7.3		
Net Density	10.7		

△ Alley facing garages shall have a minimum five (5) foot setback where the front property line is no further than 150 feet from an interior street, as noted on this plan. In all other alley conditions, the garage setback shall be a minimum of twenty (20) feet.

Ⓜ Indicates lot with MEWS condition where front of lot faces common area lot.



CROSS SECTION C-C

CITY PROJECT NUMBER: 211014-2

DETAIL PLAN
FOR
OVERLOOK AT CAMPBELL LAKE

155 RESIDENTIAL LOTS / 17 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 21.105 ACRES
OUT OF THE
DELILAH C. MANNING SURVEY, ABSTRACT NO. 945
AND THE
P. H. RICE SURVEY, ABSTRACT NO. 1241
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER/DEVELOPER:
Grenadier Homes
5000 Quorum Drive, Suite 555
Dallas, TX 75254
Tel: (214) 794-5366
Contact: Anthony Natale

ENGINEER/SURVEYOR:
Kimley»Horn
6160 Warren Pkwy., Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: MATTHEW R. DUENWALD, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
BES	BES	MRD	AS SHOWN	SEPTEMBER 2022	063259800	P-1

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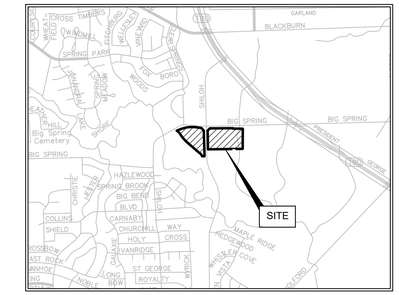
EXHIBIT C



VICINITY MAP

SCALE: 1" = 2,000'

LEGEND

	PROPERTY LINE
SS	EXISTING SANITARY SEWER
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
BES	BES	MRD	AS SHOWN	SEPTEMBER 2022	063259800	P-2

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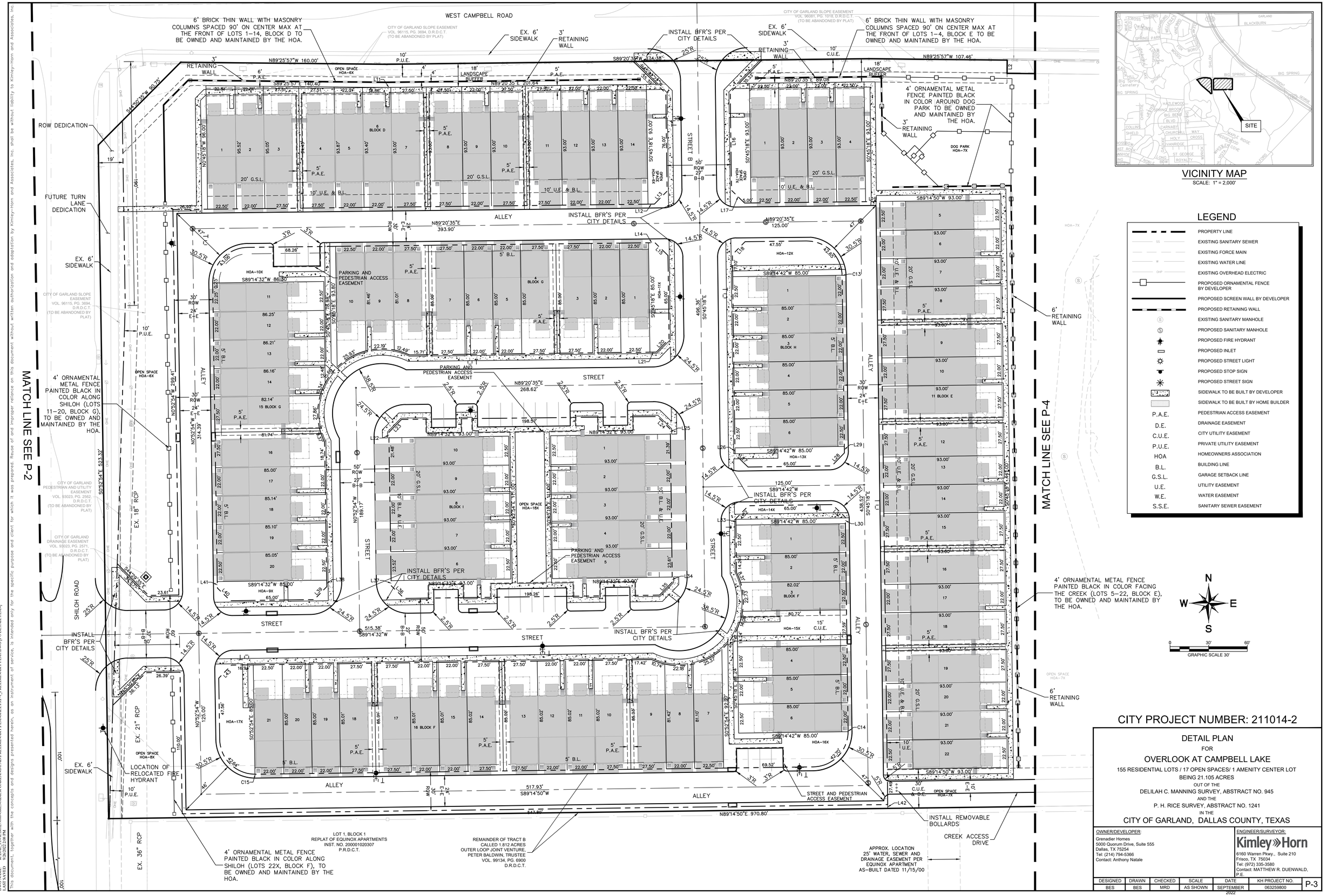

CITY PROJECT NUMBER: 211014-2

DETAIL PLAN
FOR
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155 RESIDENTIAL LOTS / 17 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 21.105 ACRES
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
BES	BES	MRD	AS SHOWN	SEPTEMBER 2022	063259800	P-3

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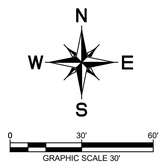
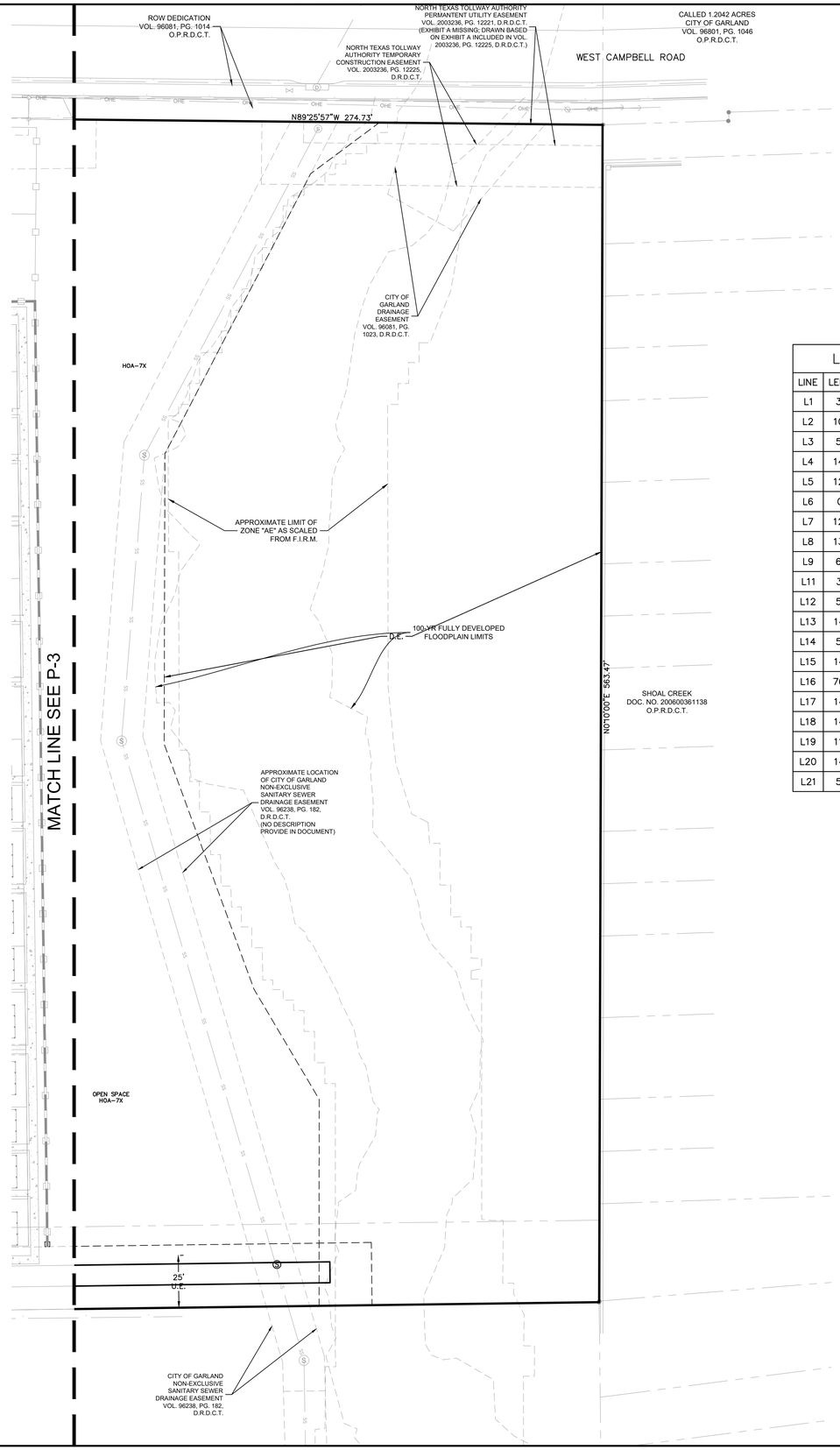
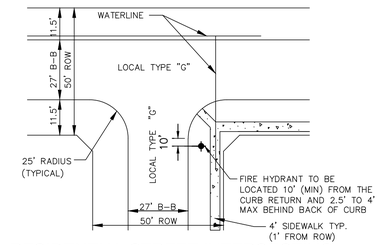
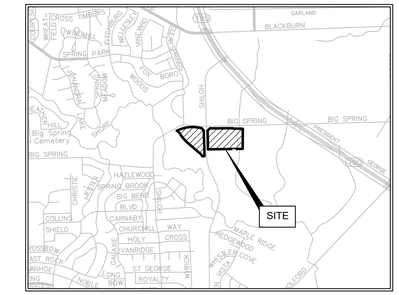






RESIDENTIAL STREET INTERSECTING RESIDENTIAL STREET

NTS



VICINITY MAP

SCALE: 1" = 2,000'

LINE TABLE		
LINE	LENGTH	BEARING
L1	3.38	S58°39'53.66"W
L2	10.30	N0°34'02.94"E
L3	5.67	S12°25'21.81"E
L4	14.53	S71°22'34.51"E
L5	12.68	N15°34'45.47"E
L6	0.81	S2°06'14.06"E
L7	12.74	S32°06'04.08"E
L8	13.70	S65°06'36.23"W
L9	6.33	S38°14'28.92"E
L11	3.14	N89°20'34.94"E
L12	5.00	N89°20'34.94"E
L13	14.13	N44°17'38.30"E
L14	5.00	N89°20'34.94"E
L15	14.15	S45°42'21.70"E
L16	76.00	N0°45'18.33"W
L17	14.15	N45°42'21.70"W
L18	14.13	N44°17'38.30"E
L19	11.00	S89°20'34.94"W
L20	14.13	S44°17'38.30"W
L21	5.00	S89°20'34.94"W

LINE TABLE		
LINE	LENGTH	BEARING
L22	4.14	N0°52'54.06"W
L23	14.11	N44°13'50.44"E
L24	14.15	S45°42'21.70"E
L25	3.85	S0°45'18.33"E
L26	5.00	N0°45'18.33"W
L27	14.14	N45°45'18.33"W
L28	14.14	S44°14'41.67"W
L29	5.00	S0°45'18.33"E
L30	5.00	S0°45'18.33"E
L31	14.14	S45°45'18.33"E
L32	14.14	N44°14'41.67"W
L33	5.00	N0°45'18.33"W
L34	3.89	S0°45'15.66"E
L35	14.14	S44°14'36.98"W
L36	14.16	N45°49'10.88"W
L37	3.98	N0°52'54.06"W
L38	5.00	S0°52'54.06"E
L39	14.13	S44°10'49.12"W
L40	14.16	N45°49'10.88"W
L41	5.00	N0°52'54.06"W

LINE TABLE		
LINE	LENGTH	BEARING
L42	3.00	S0°45'09.57"E
L43	14.13	N44°10'49.12"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	350.00'	203.79'	S29°06'12"E	200.93'	33°21'41"	104.88'
C2	350.00'	274.73'	S68°16'15"E	267.73'	44°58'25"	144.88'
C3	220.00'	120.96'	S74°24'57"W	119.44'	31°30'07"	62.05'
C4	1074.00'	134.51'	N86°14'43"W	134.42'	7°10'33"	67.34'
C5	100.00'	35.69'	N8°07'17"E	35.50'	20°27'02"	18.04'
C6	1182.00'	242.17'	S88°31'37"E	241.75'	11°44'20"	121.51'
C7	205.00'	2.29'	N89°50'47"E	2.29'	0°38'26"	1.15'
C8	1182.00'	3.10'	S82°43'58"E	3.10'	0°09'02"	1.55'
C9	65.25'	1.41'	S82°59'52"E	1.41'	1°14'16"	0.70'
C10	85.00'	1.45'	S1°36'57"E	1.45'	0°58'34"	0.72'
C11	1050.83'	3.97'	S18°17'33"W	3.97'	0°12'59"	1.98'
C12	375.00'	5.08'	S45°23'47"E	5.08'	0°46'32"	2.54'
C13	26.86'	0.50'	S0°45'18"E	0.50'	1°03'54"	0.25'
C14	27.50'	0.50'	S0°14'03"E	0.50'	1°02'31"	0.25'
C15	69.89'	0.50'	S89°14'50"W	0.50'	0°24'32"	0.25'

LEGEND

	PROPERTY LINE
SS	EXISTING SANITARY SEWER
	EXISTING FORCE MAIN
W	EXISTING WATER LINE
OHP	EXISTING OVERHEAD ELECTRIC
	PROPOSED ORNAMENTAL FENCE BY DEVELOPER
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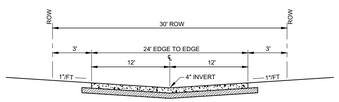
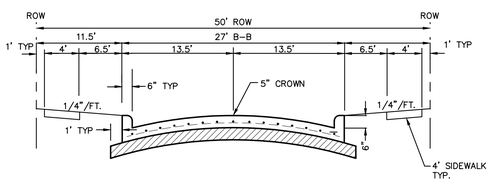
S	EXISTING SANITARY MANHOLE
S	PROPOSED SANITARY MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED INLET
	PROPOSED STREET LIGHT
	PROPOSED STOP SIGN
	PROPOSED STREET SIGN
5' PVMT	SIDEWALK TO BE BUILT BY DEVELOPER
	SIDEWALK TO BE BUILT BY HOME BUILDER
P.A.E.	PEDESTRIAN ACCESS EASEMENT
D.E.	DRAINAGE EASEMENT
C.U.E.	CITY UTILITY EASEMENT
P.U.E.	PRIVATE UTILITY EASEMENT
HOA	HOMEOWNERS ASSOCIATION
B.L.	BUILDING LINE
G.S.L.	GARAGE SETBACK LINE
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT



TYPICAL MEWS ALLEY SECTION

NTS



50' RESIDENTIAL STREET

PER CITY OF GARLAND STANDARD DETAIL

NTS

CITY PROJECT NUMBER: 211014-2

DETAIL PLAN

FOR

OVERLOOK AT CAMPBELL LAKE

155 RESIDENTIAL LOTS / 17 OPEN SPACES/ 1 AMENITY CENTER LOT

BEING 21.105 ACRES

OUT OF THE

DELILAH C. MANNING SURVEY, ABSTRACT NO. 945

AND THE

P. H. RICE SURVEY, ABSTRACT NO. 1241

IN THE

CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER/DEVELOPER:

Grenadier Homes
5000 Quorum Drive, Suite 555
Dallas, TX 75254
Tel: (214) 794-5366
Contact: Anthony Natale

ENGINEER/SURVEYOR:

Kimley»Horn
6160 Warren Pkwy., Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: MATTHEW R. DUENWALD, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
BES	BES	MRD	AS SHOWN	SEPTEMBER 2022	063259800	P-4

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EXHIBIT D

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NORTH

GRAPHIC SCALE IN FEET
0 30 60 120

LP 1.00

PRELIMINARY
FOR REVIEW ONLY
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Kimley»Horn
P.L.A. JONATHAN R. CAMPBELL
L.A. No. 3123 Date 9/23/2022

CITY PROJECT NUMBER: 211014-2

OVERALL SITE PLAN
FOR
OVERLOOK AT CAMPBELL LAKE
155 RESIDENTIAL LOTS / 17 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 21.105 ACRES
OUT OF THE
DELILAH C. MANNING SURVEY, ABSTRACT NO. 945
AND THE
P. H. RICE SURVEY, ABSTRACT NO. 1241
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

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Contact: Robert Swegler

LANDSCAPE ARCHITECT:
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Tel: (972) 335-3580
Contact: JONATHAN R. CAMPBELL, PLA

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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
JRC	SNE	JRC	AS SHOWN	SEPT 2022	063259800

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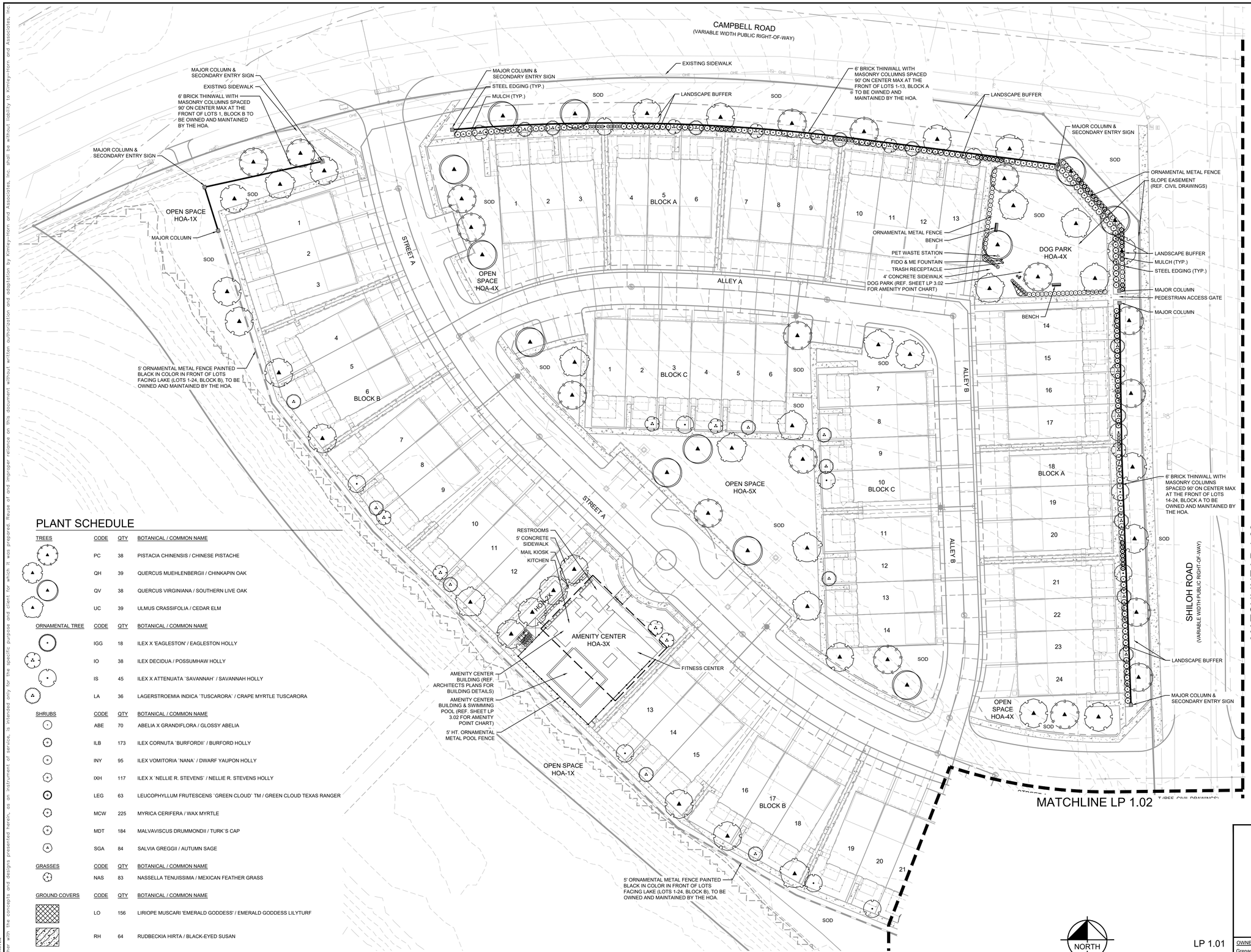

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FOR

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BEING 21.105 ACRES
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IN THE
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LP 1.01

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P.L.A. JONATHAN R. CAMPBELL
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Contact: Robert Swegler

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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
JRC	SNE	JRC	AS SHOWN	SEPT. 2022	063259800

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0 15 30 60

LP 1.02

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Kimley»Horn
P.L.A. JONATHAN R. CAMPBELL
L.A. No. 3123 Date 9/23/2022

CITY PROJECT NUMBER: 211014-2

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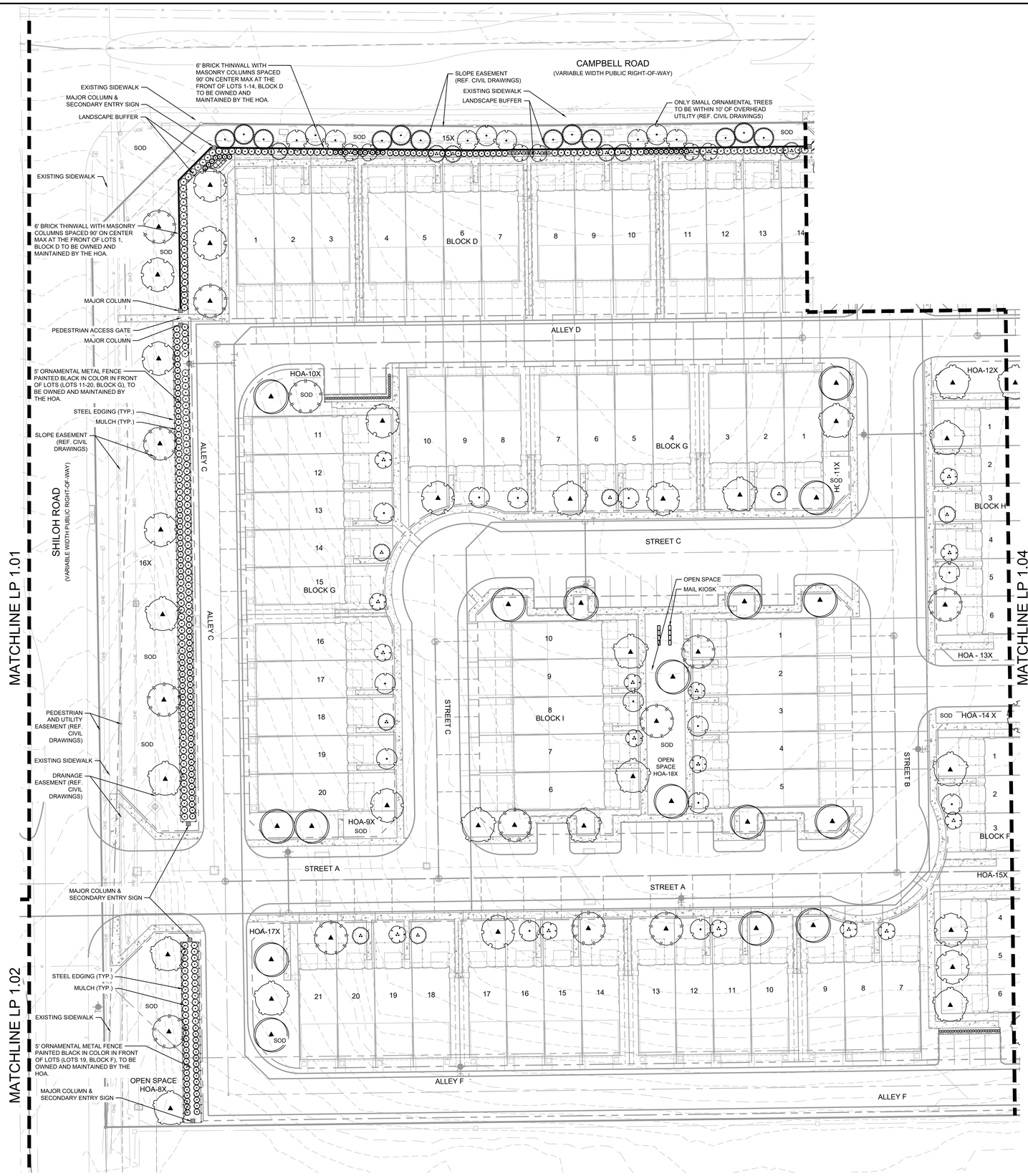

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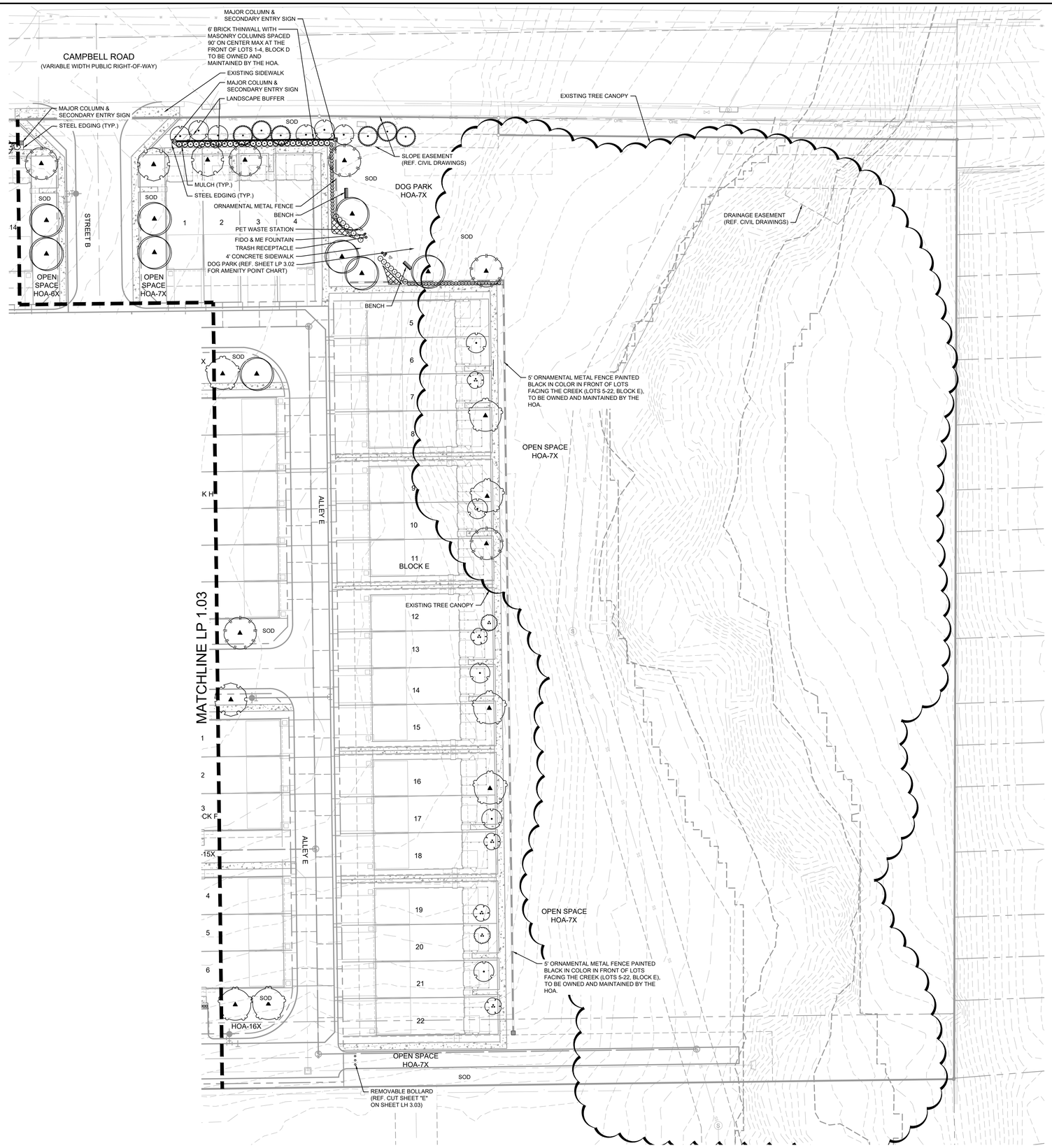

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME
	PC	38	PISTACIA CHINENSIS / CHINESE PISTACHE
	QH	39	QUERCUS MUEHLENBERGII / CHINKAPIN OAK
	QV	38	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK
	UC	39	ULMUS CRASSIFOLIA / CEDAR ELM

ORNAMENTAL TREE	CODE	QTY	BOTANICAL / COMMON NAME
	IGG	18	ILEX X 'EAGLESTON' / EAGLESTON HOLLY
	IO	38	ILEX DECIDUA / POSSUMHAW HOLLY
	IS	45	ILEX X ATTENUATA `SAVANNAH` / SAVANNAH HOLLY
	LA	36	LAGERSTROEMIA INDICA `TUSCARORA` / CRAPE MYRTLE TUSCARORA

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME
	ABE	70	ABELIA X GRANDIFLORA / GLOSSY ABELIA
	ILB	173	ILEX CORNUTA `BURFORDII` / BURFORD HOLLY
	INY	95	ILEX VOMITORIA `NANA` / DWARF YAUPON HOLLY
	IXH	117	ILEX X `NELLIE R. STEVENS` / NELLIE R. STEVENS HOLLY
	LEG	63	LEUCOPHYLLUM FRUTESCENS `GREEN CLOUD` TM / GREEN CLOUD TEXAS RANGER
	MCW	225	MYRICA CERIFERA / WAX MYRTLE
	MDT	184	MALVAVISCUS DRUMMONDII / TURK`S CAP
	SGA	84	SALVIA GREGGII / AUTUMN SAGE

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME
	NAS	83	NASSELLA TENUISSIMA / MEXICAN FEATHER GRASS

GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME
	LO	156	LIRIOPE MUSCARI 'EMERALD GODDESS' / EMERALD GODDESS LILYTURF
	RH	64	RUDBECKIA HIRTA / BLACK-EYED SUSAN

MISC	CODE	QTY	BOTANICAL / COMMON NAME
	SOD	TBD	CYNODON DACTLYON / COMMON BERMUDA
	MULCH	TBD	SHREDDED HARDWOOD MULCH
	STEEL EDGE	TBD	STEEL EDGING

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

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NOTE: NO LANDSCAPING SUCH AS TREES, HEDGES, ABOVE AND UNDERGROUND STRUCTURES SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHT OF WAY WITHOUT APPROVED CITY'S REAL PROPERTY IMPROVEMENT AUTHORIZATION FORM OR CITY'S LICENSE AGREEMENT.

NOTE: AT LEAST 50% OF TREES ON SITE TO BE CANOPY TREES.

291 TOTAL TREES ON SITE X 50% = AT LEAST 146 TREES TO BE CANOPY TREES.
156 CANOPY TREES PROVIDED ON SITE.
135 ORNAMENTAL TREES PROVIDED ON SITE.

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

LP 1.04

LOT PLUM ARBY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
P.L.A. JONATHAN R. CAMPBELL
L.A. No. 3123 Date 9/23/2022

CITY PROJECT NUMBER: 211014-2

LANDSCAPE PLAN
FOR
OVERLOOK AT CAMPBELL LAKE
155 RESIDENTIAL LOTS / 17 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 21.105 ACRES
OUT OF THE
DELILAH C. MANNING SURVEY, ABSTRACT NO. 945
AND THE
P. H. RICE SURVEY, ABSTRACT NO. 1241
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER/DEVELOPER:
Grenadier Homes
S5000 Quorum Drive, Suite 555
Dallas, TX 75254
Tel: (469) 867-6970
Contact: Robert Swegler

LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: JONATHAN R. CAMPBELL, PLA

ENGINEER/SURVEYOR:
Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: MATTHEW R. DUENWALD, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
JRC	SNE	JRC	AS SHOWN	SEPT. 2022	063259800

EXHIBIT D

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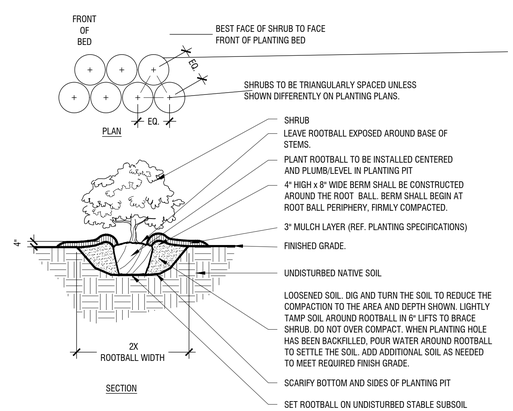
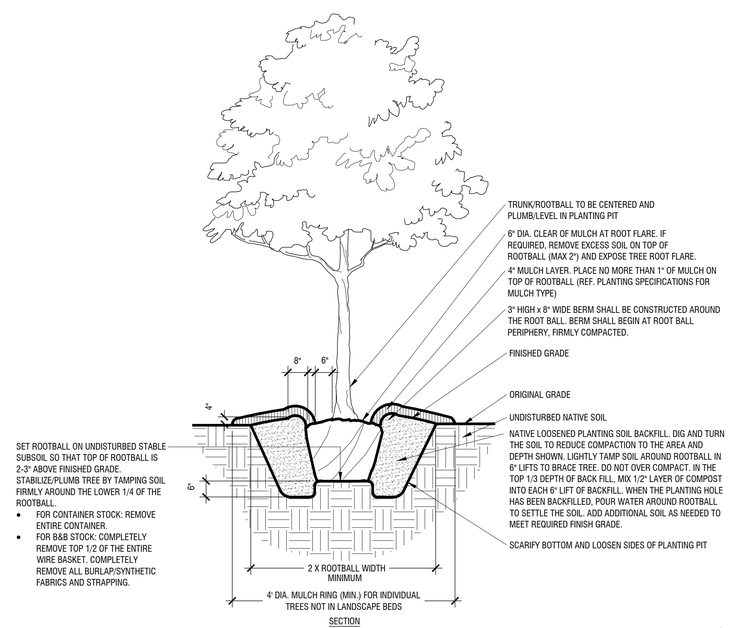
NOTES:
1. REF. PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. REF. TREE STAKING DETAIL THIS SHEET.



Typical Shrub Planting

Scale: NTS

B



Typical Tree Planting (Up to 3" Caliper)

Scale: NTS

A

LP 3.01

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Kimley»Horn
P.L.A. JONATHAN R. CAMPBELL
L.A. No. 5123 Date 9/23/2022

CITY PROJECT NUMBER: 211014-2

LANDSCAPE DETAILS

FOR

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BEING 21.105 ACRES
OUT OF THE
DELILAH C. MANNING SURVEY, ABSTRACT NO. 945
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
JRC	SNE	JRC	AS SHOWN	SEPT. 2022	063259800

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
	PC	38	PISTACIA CHINENSIS / CHINESE PISTACHE	3" CAL, 12' HT, 4'-5' SPR	FULL, STRAIGHT, SINGLE LEADER
	QH	39	QUERCUS MUEHLENBERGII / CHINKAPIN OAK	3" CAL, 14' HT, 5'-6' SPR	FULL, STRAIGHT, SINGLE LEADER
	QV	38	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	3" CAL, 16' HT, 6' SPR	FULL, STRAIGHT, SINGLE LEADER
	UC	39	ULMUS CRASSIFOLIA / CEDAR ELM	3" CAL, 14' HT, 6' SPR	FULL, STRAIGHT, SINGLE LEADER
ORNAMENTAL TREE	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**SPECIFICATIONS**	**REMARKS**
	IGG	18	ILEX X 'EAGLESTON' / EAGLESTON HOLLY	2" CAL, 10'HT, 6' SPR.	
	IO	38	ILEX DECIDUA / POSSUMHAW HOLLY	8'-10' HT, 3'-4' SPR	FULL, MULTI-TRUNK
	IS	45	ILEX X ATTENUATA `SAVANNAH' / SAVANNAH HOLLY	12' HT, 4'-5' SPR	FULL
	LA	36	LAGERSTROEMIA INDICA `TUSCARORA` / CRAPE MYRTLE TUSCARORA	8' HT, 5' SPR	FULL, MULTI-TRUNK
SHRUBS	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**SPECIFICATIONS**	**REMARKS**
	ABE	70	ABELIA X GRANDIFLORA / GLOSSY ABELIA	24" HT, 18" SPR, 36" OC	FULL
	ILB	173	ILEX CORNUTA `BURFORDII' / BURFORD HOLLY	36" HT, 30" SPR, 42" OC	FULL
	INY	95	ILEX VOMITORIA `NANA` / DWARF YAUPON HOLLY	12" HT, 12" SPR, 18" OC	FULL
	IXH	117	ILEX X `NELLIE R. STEVENS' / NELLIE R. STEVENS HOLLY	36" HT, 24" SPR, 48" OC	FULL
	LEG	63	LEUCOPHYLLUM FRUTESCENS `GREEN CLOUD` TM / GREEN CLOUD TEXAS RANGER	24" HT, 24" SPR, 36" OC	FULL
	MCW	225	MYRICA CERIFERA / WAX MYRTLE	36" HT, 24" SPR, 48" OC	FULL
	MDT	184	MALVAVISCUS DRUMMONDII / TURK`S CAP	24" HT, 18" SPR, 24" OC	FULL
	SGA	84	SALVIA GREGGII / AUTUMN SAGE	18" HT, 12" SPR, 18" OC	FULL
GRASSES	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**SPECIFICATIONS**	**REMARKS**
	NAS	83	NASSELLA TENUISSIMA / MEXICAN FEATHER GRASS	18" HT, 24" OC	FULL
GROUND COVERS	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**SPECIFICATIONS**	**REMARKS**
	LO	156	LIRIOPE MUSCARI 'EMERALD GODDESS' / EMERALD GODDESS LILYTURF	12"HT,12"SPR,18"O.C.	FULL, 1 GALLON MIN.
	RH	64	RUDBECKIA HIRTA / BLACK-EYED SUSAN	12"HT,12"SPR,18"O.C.	FULL, 1 GALLON MIN.
MISC	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**SPECIFICATIONS**	
	SOD	TBD	CYNODON DACTLYON / COMMON BERMUDA	SOLID SOD, ROLLED TIGHT WITH SAND FILLED JOINTS,100% WEED, DISEASE, AND PEST FREE	
	MULCH	TBD	SHREDDED HARDWOOD MULCH	3" DEPTH, TREES IN SOD TO RECEIVE 4' DIA. RING	
	STEEL EDGE	TBD	STEEL EDGING	3/16" X 6; BLACK	

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

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NOTE: NO LANDSCAPING SUCH AS TREES, HEDGES, ABOVE AND UNDERGROUND STRUCTURES SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHT OF WAY WITHOUT APPROVED CITY'S REAL PROPERTY IMPROVEMENT AUTHORIZATION FORM OR CITY'S LICENSE AGREEMENT.

NOTE: AT LEAST 50% OF TREES ON SITE TO BE CANOPY TREES.

291 TOTAL TREES ON SITE X 50% = AT LEAST 146 TREES TO BE CANOPY TREES.
156 CANOPY TREES PROVIDED ON SITE.
135 ORNAMENTAL TREES PROVIDED ON SITE.

PLANTING NOTES

1. ALL PLANT MATERIAL SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL MEET ALL STANDARDS AS STATED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
2. NO SUBSTITUTIONS IN PLANT MATERIALS SHALL BE MADE WITHOUT WRITTEN AUTHORIZATION FROM OWNER OR LANDSCAPE ARCHITECT. IN THE EVENT OF DISCREPANCIES BETWEEN THE DRAWING AND THE PLANT LIST, THE DRAWING SHALL PREVAIL.
3. LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES INCURRED BY HIS WORK.
4. REFERENCE IRRIGATION PLAN FOR BED IRRIGATION INFORMATION.
5. STAKING AND GUYING ALTERNATIVES: METHODS INDICATED IN DRAWING DETAILS ARE PREFERRED. CONTRACTOR MAY SUGGEST ALTERNATE METHODS, ASSUMING FULL RESPONSIBILITY FOR THEIR IMPLEMENTATION. CONTRACTOR SHALL REPLACE, PLANT, OR UPRIGHT ANY TREES BLOWN OVER OR DAMAGED DUE TO INADEQUATE STAKING AT NO ADDITIONAL COST TO THE OWNER.
6. PLANTS MASSED IN BEDS SHALL BE ARRANGED USING TRIANGULAR SPACING.
7. PROVIDE A STEEL EDGE OR CONCRETE MOW STRIP BETWEEN ALL PLANTING BEDS AND LAWN AREAS. REFERENCE SITE PLAN.
8. ALL PLANTING BEDS TO BE TOP DRESSED WITH A MINIMUM OF 3" SHREDDED HARDWOOD MULCH, UNLESS OTHERWISE SPECIFIED.
9. PROVIDE GRASS SEEDING OR LAY BERMUDA SOD FOR PROPOSED LAWN AREAS TO ALL EDGES OF PAVEMENT AND/ OR LIMITS OF DISTURBANCE OUTSIDE R.O.W. OR PROPOSED LANDSCAPE EASEMENT. PROVIDE IRRIGATION AS NECESSARY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING UNTIL FINAL ACCEPTANCE. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THE WORK SHALL INCLUDE, BUT NOT TO BE LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT DIES SHALL BE REPLACED WITH THE PLANT MATERIAL OF SIMILAR SIZE AND VARIETY.
11. CONTRACTOR SHALL WARRANTY PLANT MATERIAL TO REMAIN ALIVE AND HEALTHY FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE. WARRANTY SHALL NOT INCLUDE DAMAGE FOR LOSS OF PLANT MATERIAL DUE TO NATURAL CAUSES, ACTS OF VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
12. ALL DISTURBED AREAS WITHIN LIMITS OF CONSTRUCTION NOT CALLED TO BE SODDED, SHALL BE REESTABLISHED WITH BERMUDA SOD AND IRRIGATED.
13. ALL LANDSCAPE BEDS TO HAVE TOPSOIL/BEDDING MIX THAT MEETS LANDSCAPE SPECIFICATIONS. INSTALL TO DEPTHS, PER PLANTING DETAILS (12" DEPTH MIN.) FINISHED GRADES OF PLANTING BEDS TO BE 2" BELOW FINISHED GRADE OF ADJACENT PAVING OR AS SHOWN ON GRADING PLAN.
14. ALL SOD AREAS TO RECEIVE 4" DEPTH (MIN) TOPSOIL PRIOR TO INSTALLATION. TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, pH RANGE OF 5.5-7.4, AND FREE OF TRASH, DEBRIS, STONES, WEEDS, AND TWIGS/BRANCHES.
15. ALL DISTURBED AREAS IN R.O.W. TO BE RE-ESTABLISHED WITH BERMUDA SEED OR SOD AND IRRIGATED UNLESS OTHERWISE SHOWN ON PLANS.
16. ALL TREES TO BE PLACED A MINIMUM OF 4' FROM ANY UTILITY.

City of Garland Zoning		
Townhouse Developments:	Required	Provided
At least 1 tree per townhouse unit 155 townhomes = 155 trees	155 Trees	155 Trees
At least 1 tree per every 2,500 sf of townhouse common areas not covered by building or other impervious activity 6.4 AC / 278,784 sf / 2,500 sf = 112 Trees	112 Trees	112 Trees
At least 50% of the required trees must be large canopy trees		
Perimeter Screening between Residential Development & Thoroughfares		
Residential development adjacent to Type D or larger thorougfares		
Shiloh Road and Campbell Road - Type B Thoroughfare		
Campbell Road 1,158 LF / 50 = 23 Trees	23 Trees	12 Canopy Trees 33 Ornamental Trees*
Shiloh Road 759 LF / 50 = 15 Trees	15 Trees	17 Trees
33 Ornamental Trees placed in lieu of 11 Canopy trees. Canopy trees not placed due to proximity to overhead electric utility lines.		
Amenities:	Required	Provided
At least 1 amenity to be provided for a townhouse development of 25 - 100 dwelling units. For townhouse developments having over 100, at least 1 additional amenity is required for every 50 residential units over 100. 164 townhouse units = 3 amenity points	3 points	3 points 1 point - Clubhouse (Approx. 3,500 sf) 1 point - Swimming Pool (1,260 sf) 1 point - Dog Park (Alternative)

CITY PROJECT NUMBER: 211014-2

PLANT SCHEDULE, NOTES & CODE CHART

FOR

OVERLOOK AT CAMPBELL LAKE

155 RESIDENTIAL LOTS / 17 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 21.105 ACRES
OUT OF THE
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LP 3.02

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P.L.A. JONATHAN R. CAMPBELL
L.A. No. 3123 Date 9/23/2022

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Tel: (469) 867-6970
Contact: Robert Swegler

LANDSCAPE ARCHITECT:
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
JRC	SNE	JRC	AS SHOWN	SEPT. 2022	063259800

EXHIBIT D

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GREY LUEDER | D

Scale: UPDATE

BRICK | C

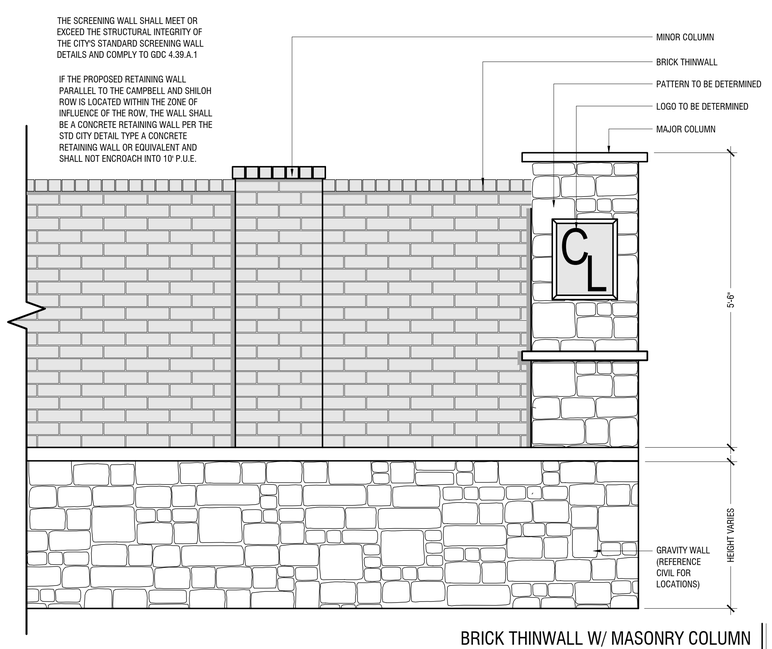
Scale: UPDATE

GREY MILLSAP | B

Scale: UPDATE

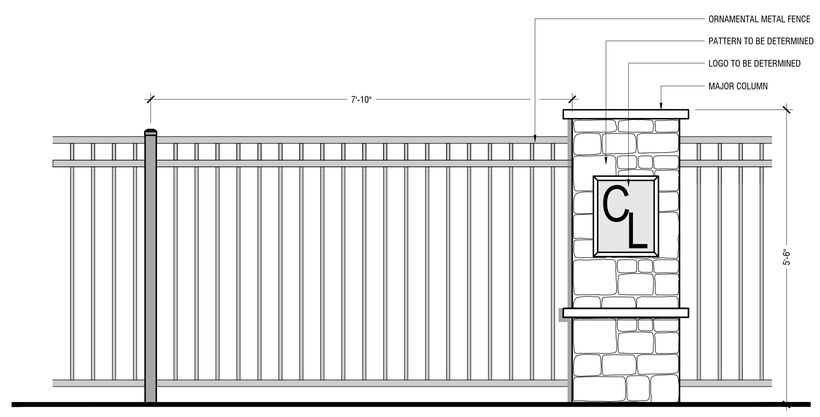
PIN MOUNTED LETTERS | A

Scale: UPDATE



BRICK THINWALL W/ MASONRY COLUMN | F

Scale: 3/4" = 1'-0"



ORNAMENTAL METAL FENCE W/ MASONRY COLUMN | E

Scale: 3/4" = 1'-0"

LH 3.01

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Kimley»Horn
P.L.A. JONATHAN R. CAMPBELL
L.A. No. 3123 Date 9/23/2022

CITY PROJECT NUMBER: 211014-2

FENCE DETAILS

FOR

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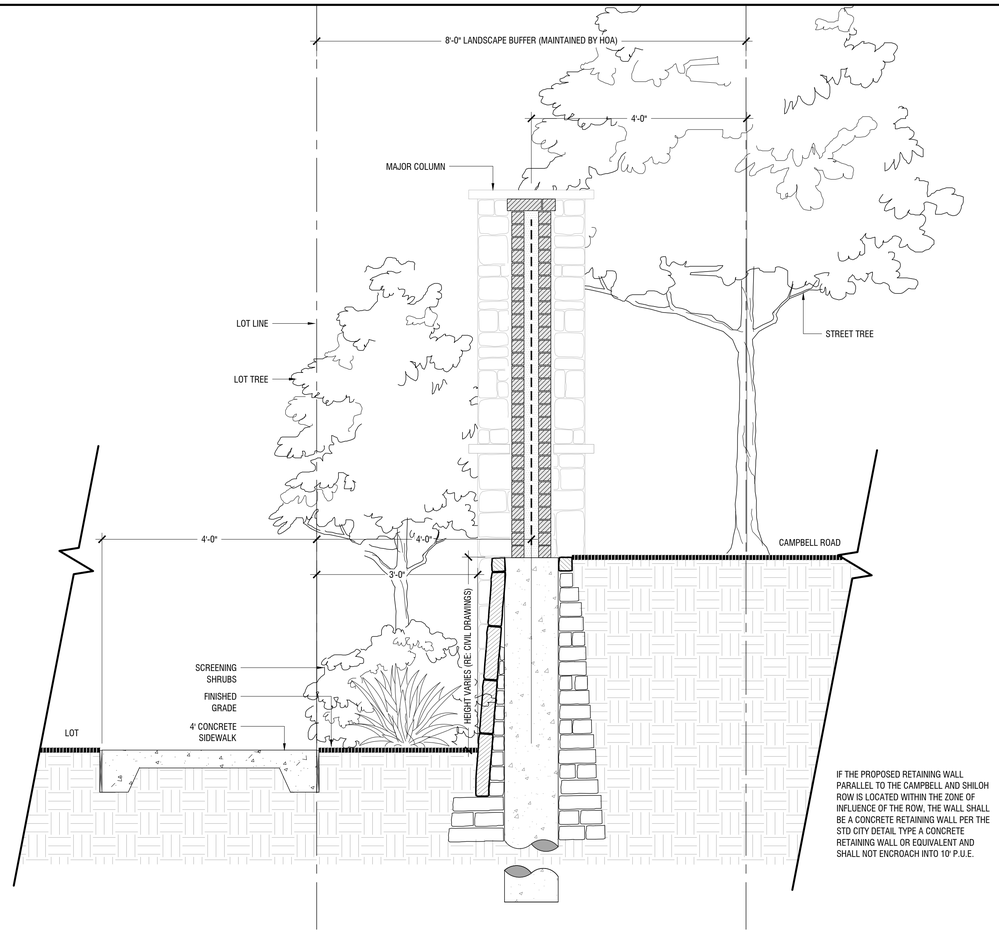
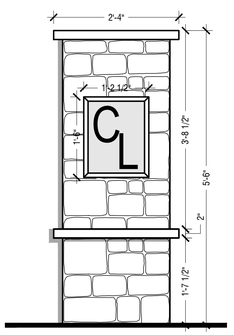


IF THE PROPOSED RETAINING WALL PARALLEL TO THE CAMPBELL AND SHILOH ROW IS LOCATED WITHIN THE ZONE OF INFLUENCE OF THE ROW, THE WALL SHALL BE A CONCRETE RETAINING WALL PER THE STD CITY DETAIL TYPE A CONCRETE RETAINING WALL OR EQUIVALENT AND SHALL NOT ENCROACH INTO 10' P.U.E.

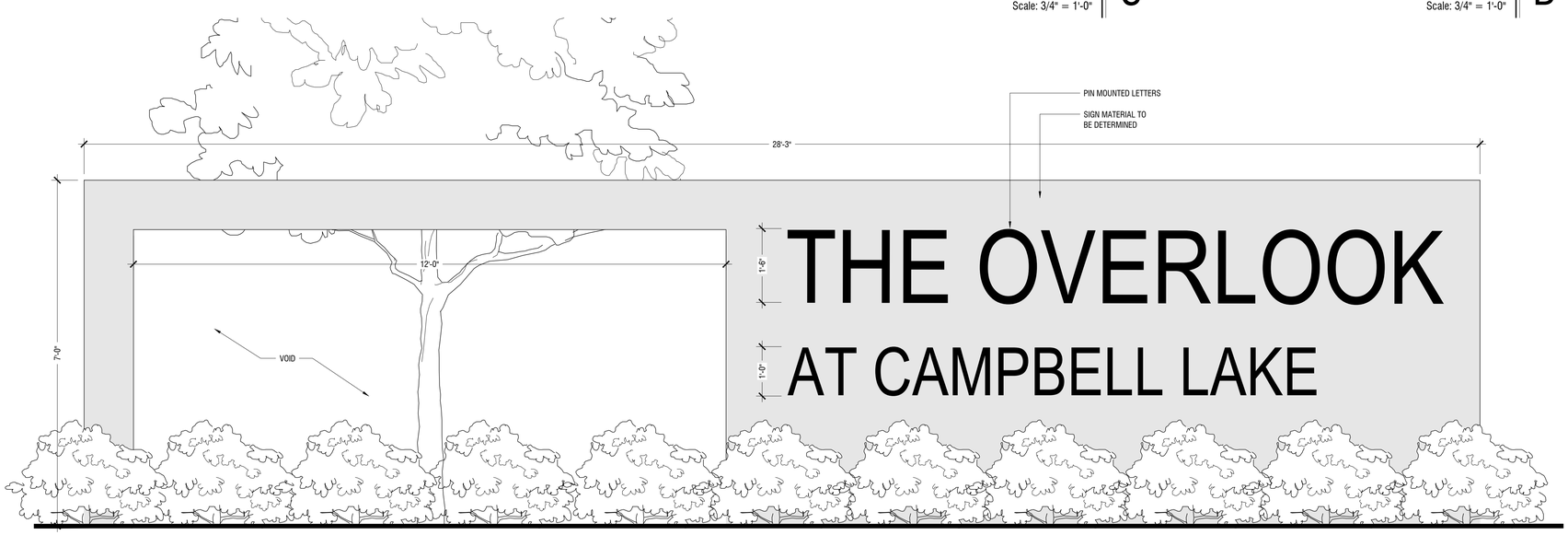
TYPICAL LANDSCAPE SCREENING & RETAINING WALL SECTION **C**

Scale: 3/4" = 1'-0"



SECONDARY ENTRY AT MASONRY COLUMN **B**

Scale: 3/4" = 1'-0"



PRIMARY ENTRY SIGN **A**

Scale: 3/4" = 1'-0"

LH 3.02

PRELIMINARY
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Kimley»Horn
P.L.A. JONATHAN R. CAMPBELL
L.A. No. 3123 Date 9/23/2022

CITY PROJECT NUMBER: 211014-2

PRIMARY & SECONDARY ENTRY SIGN
FOR
OVERLOOK AT CAMPBELL LAKE
155 RESIDENTIAL LOTS / 17 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 21.105 ACRES
OUT OF THE
DELILAH C. MANNING SURVEY, ABSTRACT NO. 945
AND THE
P. H. RICE SURVEY, ABSTRACT NO. 1241
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER/DEVELOPER:
Grenadier Homes
S5000 Quorum Drive,
Suite 555
Dallas, TX 75254
Tel: (469) 867-6970
Contact: Robert Swegler

LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: JONATHAN R. CAMPBELL, PLA

ENGINEER/SURVEYOR:
Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: MATTHEW R. DUENWALD, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
JRC	SNE	JRC	AS SHOWN	SEPT. 2022	063259800

EXHIBIT D

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EXHIBIT D

FIRE HYDRANT | F

FIDO & ME FOUNTAIN | D

KNIGHT™ BENCH

PRODUCT DATA

NOMINAL DIMENSIONS, CONTINUED

MODEL	OVERALL LENGTH	OVERALL DEPTH	SEAT DEPTH	OVERALL HEIGHT	SEAT HEIGHT	ARMREST HEIGHT	WEIGHT*
SBKNI-072B	72" (1829 mm)	21.9" (556 mm)	15.2" (386 mm)	31.1" (790 mm)	17.9" (455 mm)	20.8" (527 mm)	109.2 lbs (49.5 kg)
SBKNI-072BT	72" (1829 mm)	21.9" (556 mm)	15.2" (386 mm)	31.1" (790 mm)	17.9" (455 mm)	20.8" (527 mm)	109.2 lbs (49.5 kg)
SBKNI-072BA	72" (1829 mm)	21.9" (556 mm)	15.2" (386 mm)	31.1" (790 mm)	17.9" (455 mm)	20.8" (527 mm)	148.3 (67.3 kg)
SBKNI-096B	96" (2438 mm)	21.9" (556 mm)	15.2" (386 mm)	31.1" (790 mm)	17.9" (455 mm)	20.8" (527 mm)	144.5 lbs (65.5 kg)
SBKNI-096BA	96" (2438 mm)	21.9" (556 mm)	15.2" (386 mm)	31.1" (790 mm)	17.9" (455 mm)	20.8" (527 mm)	194.8 lbs (88.4 kg)

*Add 1.8 lbs (0.82 kg) for each additional optional end or intermediate armrest.

MODEL	OVERALL LENGTH	OVERALL DEPTH	SEAT DEPTH	OVERALL HEIGHT	SEAT HEIGHT	ARMREST HEIGHT	WEIGHT*
SBKNI-072N-W	72" (1829 mm)	19.8" (503 mm)	19.8" (503 mm)	3.3" (790 mm)	3.3" (790 mm)	20.8" (527 mm)	77.2 lbs (35 kg)
SBKNI-072NT-W	72" (1829 mm)	19.8" (503 mm)	19.8" (503 mm)	3.3" (790 mm)	3.3" (790 mm)	20.8" (527 mm)	77.2 lbs (35 kg)
SBKNI-072NA-W	72" (1829 mm)	19.8" (503 mm)	19.8" (503 mm)	3.3" (790 mm)	3.3" (790 mm)	20.8" (527 mm)	90.7 lbs (41.1 kg)
SBKNI-096N-W	96" (2438 mm)	19.8" (503 mm)	19.8" (503 mm)	3.3" (790 mm)	3.3" (790 mm)	20.8" (527 mm)	115.7 lbs (52.5 kg)
SBKNI-096NA-W	96" (2438 mm)	19.8" (503 mm)	19.8" (503 mm)	3.3" (790 mm)	3.3" (790 mm)	20.8" (527 mm)	130.9 lbs (59.4 kg)

*Add 1.8 lbs (0.82 kg) for each additional optional end or intermediate armrest.

See Page 4 for complete model number descriptions.

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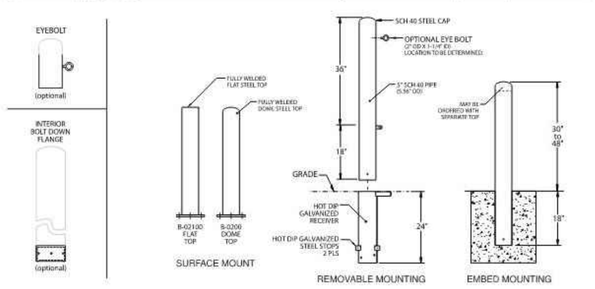
BENCH | B

Bollard Options

Part. No.	Description	Size (W x H)	Weight	Mounting
	Bollard Options			
B-REC4	4" Receiver for removable bollard		22	
B-RCC4	4" Receiver Cover for removable bollard		4	
B-REC6	6" Receiver for removable bollard		27	
B-RCC6	6" Receiver Cover for removable bollard		5	
B-REC8	8" Receiver for removable bollard		30	
B-RCC8	8" Receiver Cover for removable bollard		6	
B-LWC	Lockwell Cover		1	
B-EB	Eyebolt (each)		1	
B-PD	Brass Padlock		1	
B-TOP	Separate Top (for concrete-,lled bollard)		0	
B-RLWC	Retro,t Lockwell Cover		1	
B-IF	Interior Flange		0	



B-2 Bollards shown above in 5" pipe, also available in 8" dia. and in 30", 36", 42" and 48" Bollards. Removable bollard receivers sold separately.

Choose from several standard powder coat colors.
Bollards will have a zinc rich undercoat applied and a polyester based powder coat on top.

Bollard Options: Schedule 10, 40 or 80 pipe, eyebolts.
On removable bollards: Receiver cover, lockwell cover and padlock.
Mounting: Surface, removable or embed.

NOTE:
1. Depth and diameter of installation hole may vary with soil conditions. Consult project engineer for correct dimensions.
2. REMOVABLE BOLLARDS ONLY: Receiver must be installed in drainage rock. Improper installation will void the warranty.

For more information on our Tra˙c & Pedestrian Control products (including Planter Barriers, GFRC and Lit Bollards), see the website.

Tournesol SITEWORKS
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802519

7

REMOVEABLE BOLLARD | E

PET WASTE STATION | C

BEVEL™ LITTER RECEPTACLE

PRODUCT DATA

The **Bevel Litter Receptacle** is an elegant side-opening design that complements the Bevel Bench. Receptacle bodies are cast of TENSL Ultra High Performance Concrete (UHPC), a material known for its exceptional strength and durability. Doors and backs are available in powdercoated stainless steel or FSC 100% Cumaru hardwood slats—both options that can align with other materials and finishes used on a project. For visual variation, powdercoated stainless steel doors/backs can be specified with or without perforations; they can also be customized with site-specific branding and graphics. Pairing flexible design options and durable, low-maintenance materials, Bevel is a hardworking match for public spaces of all kinds.

MATERIAL & CONSTRUCTION DETAILS

CONFIGURATION & LINER

- Bevel receptacles are available in a 22-gallon, single-stream configuration.
- Bevel uses replaceable internal liners designed to be used with or without plastic litter bags. Hand holes and slots to hold bags in place are included on all liners.
- Liners are molded from durable black polyethylene with a UL94HB fire rating.

BODY

- Receptacle body is made of TENSL UHPC with an intrinsic UHPC finish in Natural color.
- TENSL surfaces have a protective surface treatment.
- Slight variations in color and surface texture can occur due to the nature of the TENSL manufacturing process.

GRAPHICS

- Instructional graphics are optional and are available with a variety of standard messages that clearly indicate the use for each opening.
- Graphics have white letters and symbols with black, blue, or green backgrounds.
- Graphics are printed on the back of clear, lightly textured polycarbonate, protecting them from wear over time.
- Reference page 2 for graphic options and placement.

SIDE ACCESS DOOR & LATCH

- Bevel receptacle liner is accessed via side-opening door.
- Lift latches are mounted to the interior of the door frame.
- Latches and hinges are stainless steel.

DOOR & BACK

- Receptacle door and back are available in powdercoated stainless steel or FSC 100% Cumaru hardwood slats. (FSC License Code: FSC-C004453)
- Powdercoated stainless steel doors are available with or without perforation.
- See the Forms+Surfaces Powdercoat Chart for details. Custom RAL colors are available for an upcharge.

INSTALLATION & MAINTENANCE

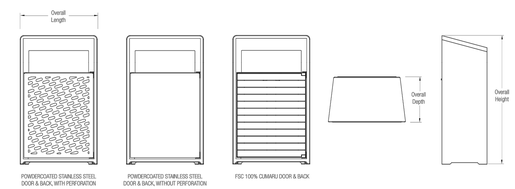
INSTALLATION

- Bevel Litter Receptacle can be freestanding or surface mounted.
- Stainless steel mounting hardware is sold separately.

MAINTENANCE

- TENSL and metal surfaces can be cleaned as needed using a soft cloth or brush with water and a mild detergent. Surfaces should be thoroughly rinsed and allowed to dry. Avoid abrasive cleaners.
- Cumaru hardwood can be maintained by re-oiling as needed with Penofin® hardwood finish or similar products.

NOMINAL DIMENSIONS



MODEL	OVERALL LENGTH	OVERALL DEPTH	OVERALL HEIGHT	CAPACITY	WEIGHT (STAINLESS)	WEIGHT (CUMARU)
SLBVL-122	25" (635 mm)	14" (356 mm)	40" (1016 mm)	22 gallons (83 liters)	160 lbs (72.6 kg)	162 lbs (73.5 kg)

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TRASH RECEPTACLE | A

LH 3.03

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Kimley»Horn
P.L.A. JONATHAN R. CAMPBELL
L.A. No. 5123 Date 9/23/2022

CITY PROJECT NUMBER: 211014-2

SITE FURNISHING
FOR
OVERLOOK AT CAMPBELL LAKE
155 RESIDENTIAL LOTS / 17 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 21.105 ACRES
OUT OF THE
DELILAH C. MANNING SURVEY, ABSTRACT NO. 945
AND THE
P. H. RICE SURVEY, ABSTRACT NO. 1241
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER/DEVELOPER:
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Tel: (469) 867-6970
Contact: Robert Swegler

LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: JONATHAN R. CAMPBELL, PLA

ENGINEER/SURVEYOR:
Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: MATTHEW R. DUENWALD, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
JRC	SNE	JRC	AS SHOWN	SEPT. 2022	063259800

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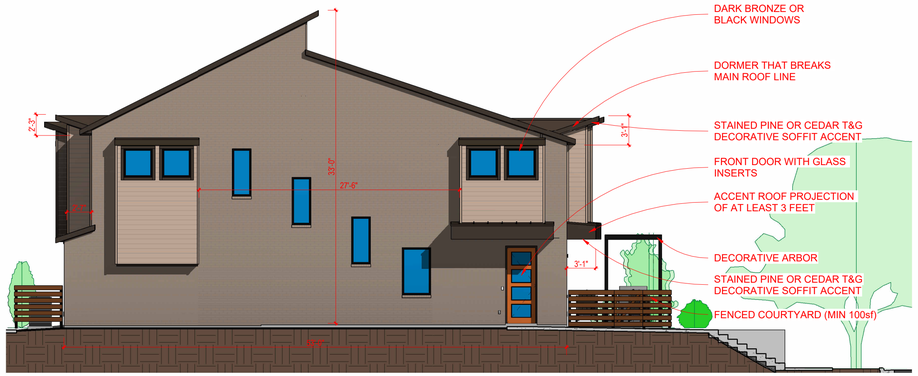
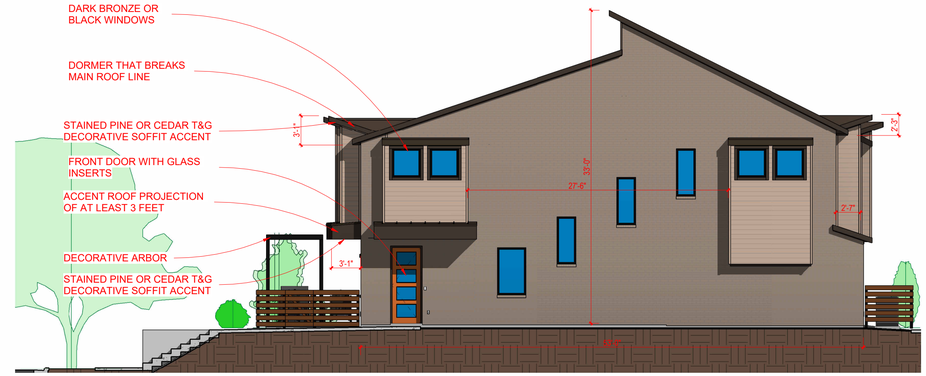
EXHIBIT E



TH PLAN #2222

BUILDING SIDE ELEVATION & CROSS-SECTION

1/8" = 1'-0"



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BUILDING SIDE ELEVATION & CROSS-SECTION

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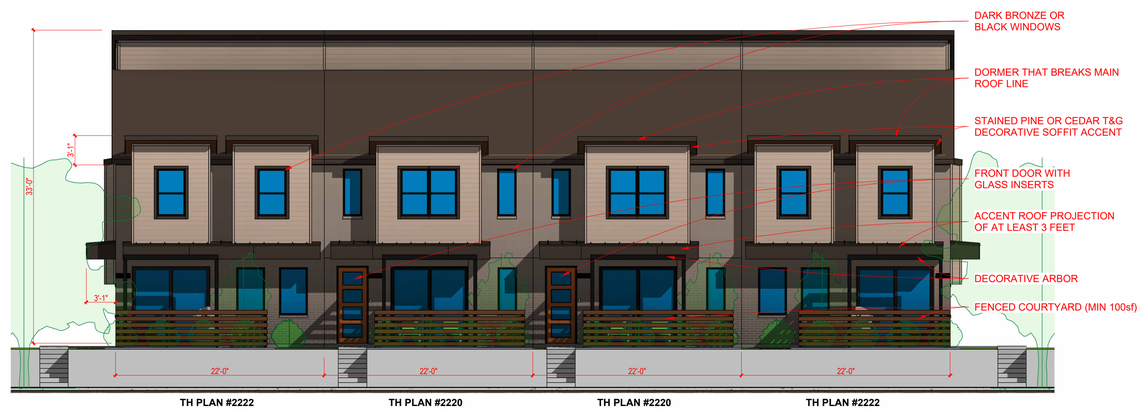
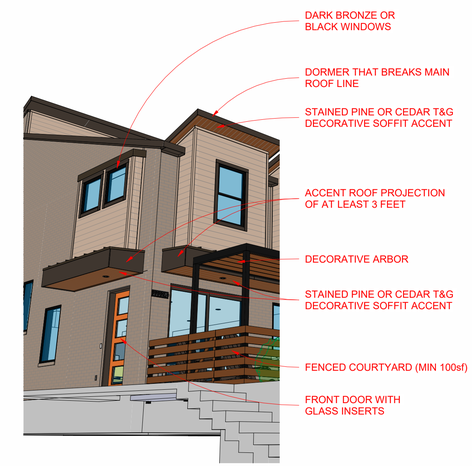


TH PLAN #2222 | TH PLAN #2220 | TH PLAN #2220 | TH PLAN #2222

STREET FRONT BUILDING ELEVATION

1/8" = 1'-0"



GARAGE ELEVATION

1/8" = 1'-0"

PROPOSED PD ARCHITECTURAL ELEMENTS

No	Date	Description	By

REVISIONS

DESIGNED BY MJW

DRAWN BY CDG

RELEASE DATE 08/10/2022

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DALLAS, TX 75254
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SET DATE - 08/10/2022

SUBDIVISION
CAMPBELL LAKE
4-PLEX 3BR 2FLR

DESCRIPTION
BUILDING ELEVATIONS

SHEET NO.
A1

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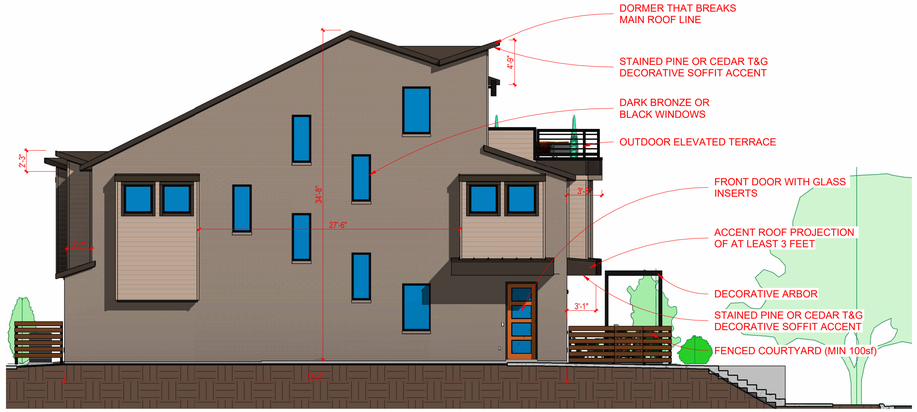

TH PLAN #2262

BUILDING SIDE ELEVATION & CROSS-SECTION

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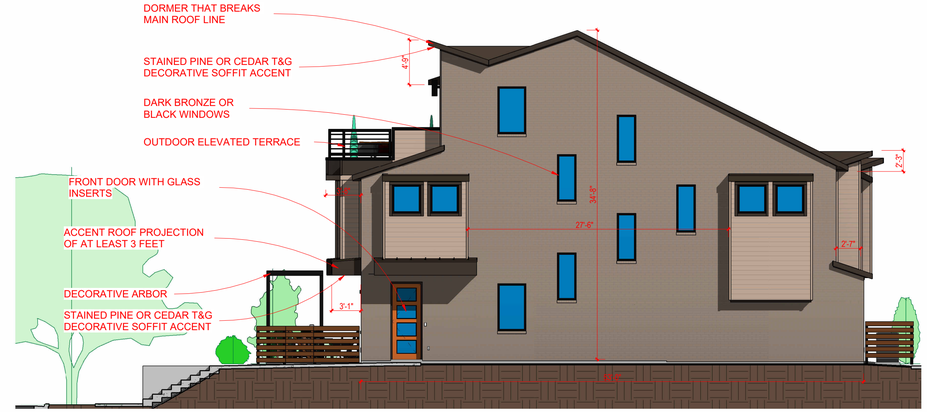


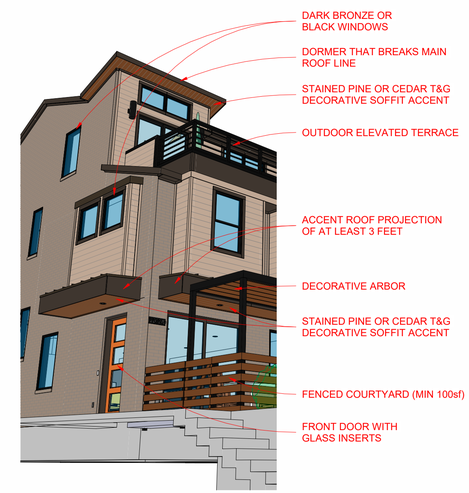
TH PLAN #2262

BUILDING SIDE ELEVATION & CROSS-SECTION

1/8" = 1'-0"

STREET FRONT BUILDING ELEVATION

1/8" = 1'-0"



GARAGE ELEVATION

1/8" = 1'-0"

PROPOSED PD ARCHITECTURAL ELEMENTS

No	Date	REVISIONS Description	By

DESIGNED BY MJW

DRAWN BY CDG

RELEASE DATE 08/10/2022

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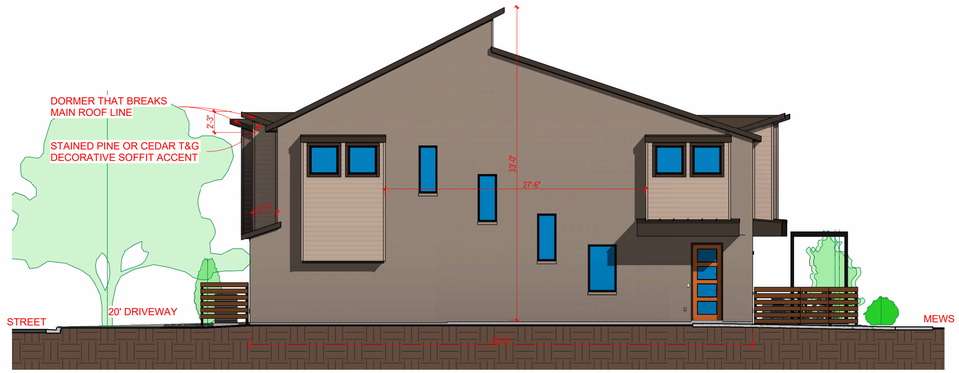
SUBDIVISION
CAMPBELL LAKE
4-PLEX 3BR 3FLR

DESCRIPTION
BUILDING ELEVATIONS

SHEET NO.
A2

SET DATE - 08/10/2022

EXHIBIT E



BUILDING SIDE ELEVATION & CROSS-SECTION

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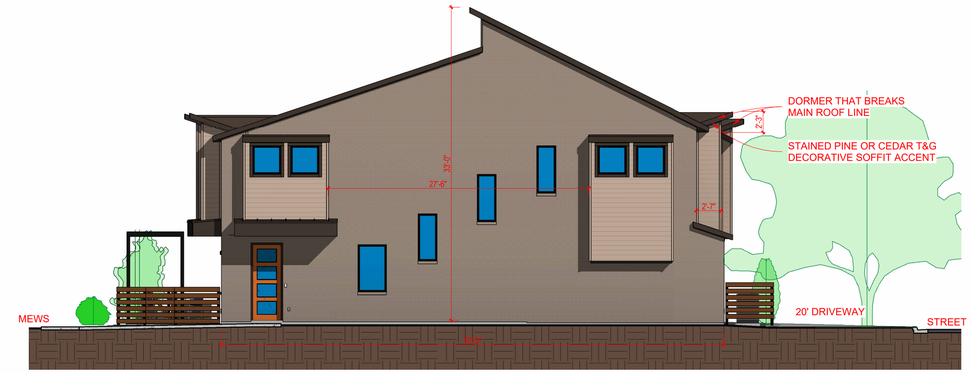

BUILDING SIDE ELEVATION & CROSS-SECTION

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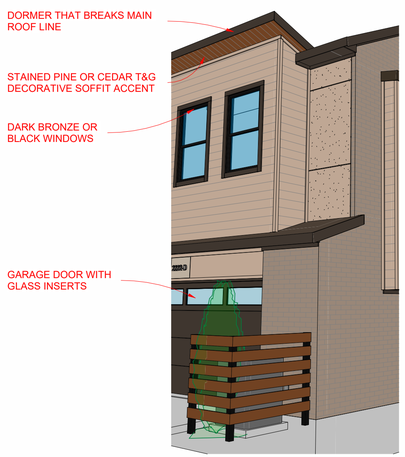

BUILDING STREET FRONT ELEVATION

1/8" = 1'-0"

BUILDING MEWS ELEVATION

1/8" = 1'-0"

PROPOSED PD ARCHITECTURAL ELEMENTS

No	Date	REVISIONS Description	By

DESIGNED BY MJW

DRAWN BY CDG

RELEASE DATE 08/10/2022

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SUBDIVISION CAMPBELL LAKE 4-PLEX 3BR 2FLR

DESCRIPTION BUILDING ELEVATIONS

SHEET NO. A3

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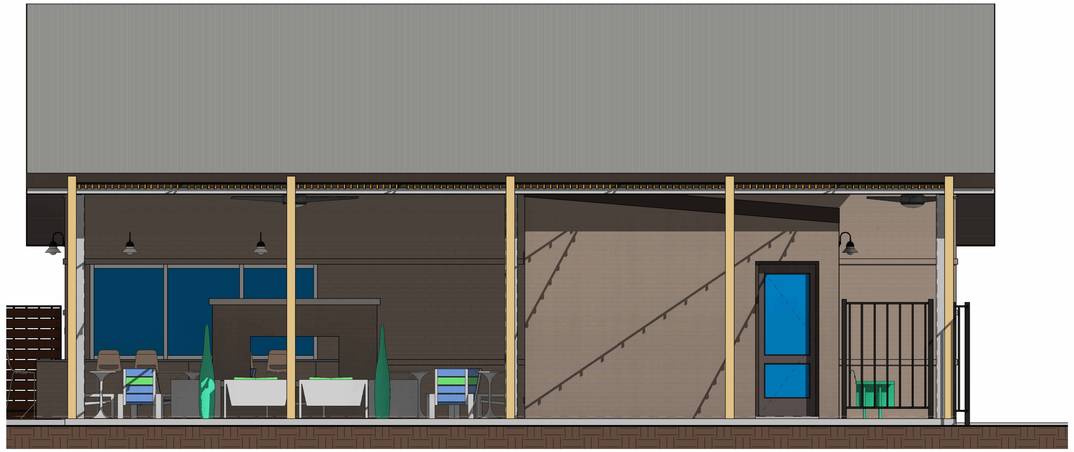
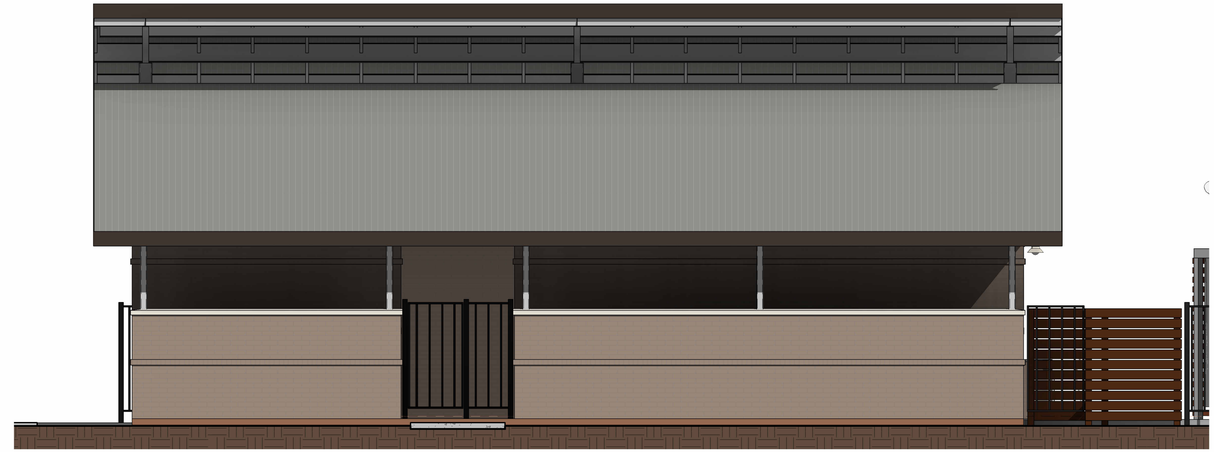
EXHIBIT E



EXERCISE YARD ELEVATION
1/4" = 1'-0"



MAIL CENTER ELEVATION
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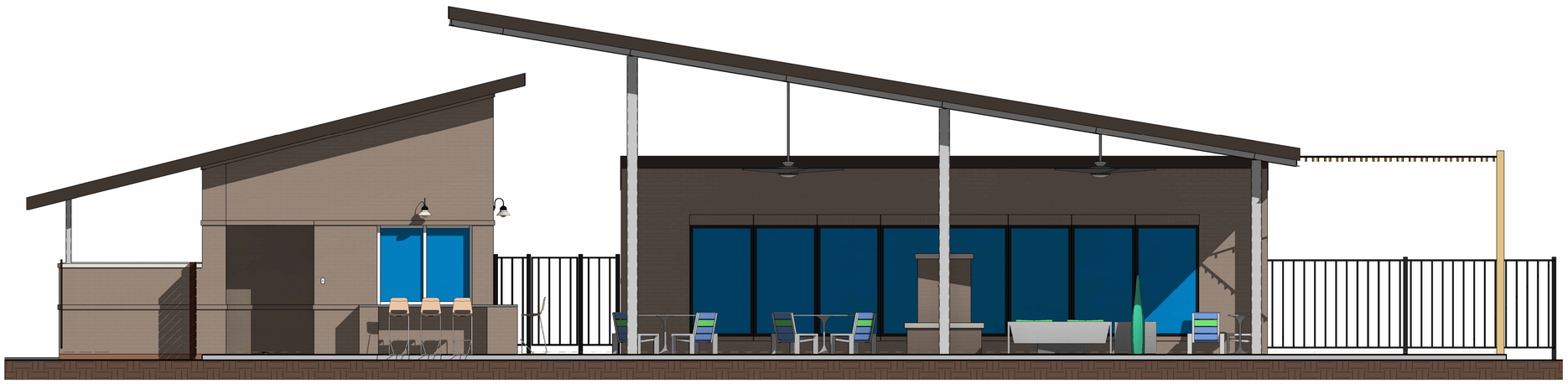

POOL SIDE ELEVATION
1/4" = 1'-0"

STREET SIDE ELEVATION
1/4" = 1'-0"

PROPOSED PD ARCHITECTURAL ELEMENTS

No	Date	REVISIONS Description	By

DESIGNED BY CDG
DRAWN BY CDG
RELEASE DATE 08/10/2022

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GRENADIER HOMES

SUBDIVISION
CAMPBELL LAKE
AMENITY CENTER

DESCRIPTION
AMENITIES CENTER ELEVATIONS

SHEET NO.
A4

SHEET DATE - 08/10/2022

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **3. b.**

Meeting Date: 10/18/2022

Item Title: Z 22-26 CCM Engineering (District 2)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 22-26 CCM Engineering

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 22-26 Ordinance

Z 22-26 Exhibit A

Z 22-26 Exhibit B

Z 22-26 Exhibits C-E

ZONING FILE NO. Z 22-26

ORDINANCE NO._____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) A CHANGE IN ZONING FROM PLANNED DEVELOPMENT (PD) DISTRICT 85-52 FOR MIXED USE AND 2) A DETAIL PLAN FOR SINGLE-FAMILY ATTACHED (SFA) DEVELOPMENT ON A 3.1383-ACRE TRACT OF LAND LOCATED AT 1350 EAST MILLER ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 12th day of September, 2022, the Plan Commission did consider and make recommendations on a certain request for 1) a Change in Zoning from Planned Development (PD) District 85-52 to a Planned Development (PD) District for Single-Family Attached (SFA) Uses and 2) a Detail Plan for Single-Family Attached (SFA) development by **CCM Engineering**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving 1) a Change in Zoning from Planned Development (PD) District 85-52 to a Planned Development (PD) District for Single-Family Attached (SFA) Uses and 2) a Detail Plan for Single-Family Attached (SFA) development located at 1350 East Miller Road, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code.

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

NOTICE OF CONDITIONS OF COMPLIANCE: Notwithstanding the provisions of any other ordinance of the City, the full, complete, and continuing compliance with all the conditions, restrictions, and regulations of this Ordinance is a condition to the issuance and continuation of any permit, approval, authorization or consent by the City, including without limitation the issuance or continuation of any certificate of occupancy for any building or structure located on any portion of the property described in Exhibit A. All promises, representations, obligations and undertakings made or assumed by the applicant to the City Council at any public presentation in connection with the granting of this Ordinance are hereby incorporated into and made a part of this Ordinance as if expressly set forth herein at length. No substantial deviation from any material portion of the conditions, restrictions, and regulations contained within this Ordinance are allowed except as may be provided by the City Council after a public hearing.

Section 5

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 6

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 7

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

FILE NO. Z 22-26

PASSED AND APPROVED this_____ day of _____, 2022.

THE CITY OF GARLAND, TEXAS

By:

_____
Mayor

ATTEST:

_____
City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 22-26

BEING a 3.1383-acre tract of land situated in Lot 1, in Block 5, of CREEK VALLEY ADDITION NO. 1, an Addition to the City of Garland, Dallas County, Texas, according to the Map Thereof recorded in Volume 2004079, Page 129, of the Map Records of Dallas County, Texas.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 22-26

1350 East Miller Road

I. **Statement of Purpose:** The purpose of this Planned Development is to approve a Detail Plan for thirty-seven (37) Single-Family Attached (Townhouse) and two (2) HOA lots.

II. **Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, and Single-Family-Attached (SFA) District, as amended prior to adoption of this ordinance, except as specifically provided herein.

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

IV. **Development Plans:**

Detail Plan: Development shall conform to the Site Plan and Landscape Plan set forth in Exhibit C, Exhibit D, and Exhibit E; however, in the event of conflict between the Detail Plan and the written conditions contained in this ordinance, the written conditions shall control.

V. **Specific Conditions:**

A. Permitted Uses: Only Dwelling, Single-Family-Attached (SFA) units are permitted.

B. Maximum Number of Lots: A total of thirty-seven (37) single-family attached units are permitted.

C. Minimum Lot Area: The minimum lot area shall be 1,750 square feet and as reflected in Exhibit C.

D. Minimum Lot Depth: The minimum lot depth shall be seventy (70) feet and the lot depth is measured between the lot lines.

E. Garages:

- Front entry garages shall be allowed.

EXHIBIT B

- A street-facing garage door shall have a minimum of twenty (20) feet from the applicable street right of way line. However, the offset front entry with garage door setback at least five feet behind the building façade shall not be required.

- "J" and "Swing" drives shall not be required.

F. Alleys: Alleys are not required with this development.

G. Roof Pitch: Each dwelling unit must be constructed with a minimum roof pitch of 6:12.

H. Screening and Landscaping: Screening and landscaping shall be in conformance with the Landscape Plan set forth in Exhibit D.

I. Open Space and Amenities: Open Space and Amenities shall be provided as shown in Exhibit D.

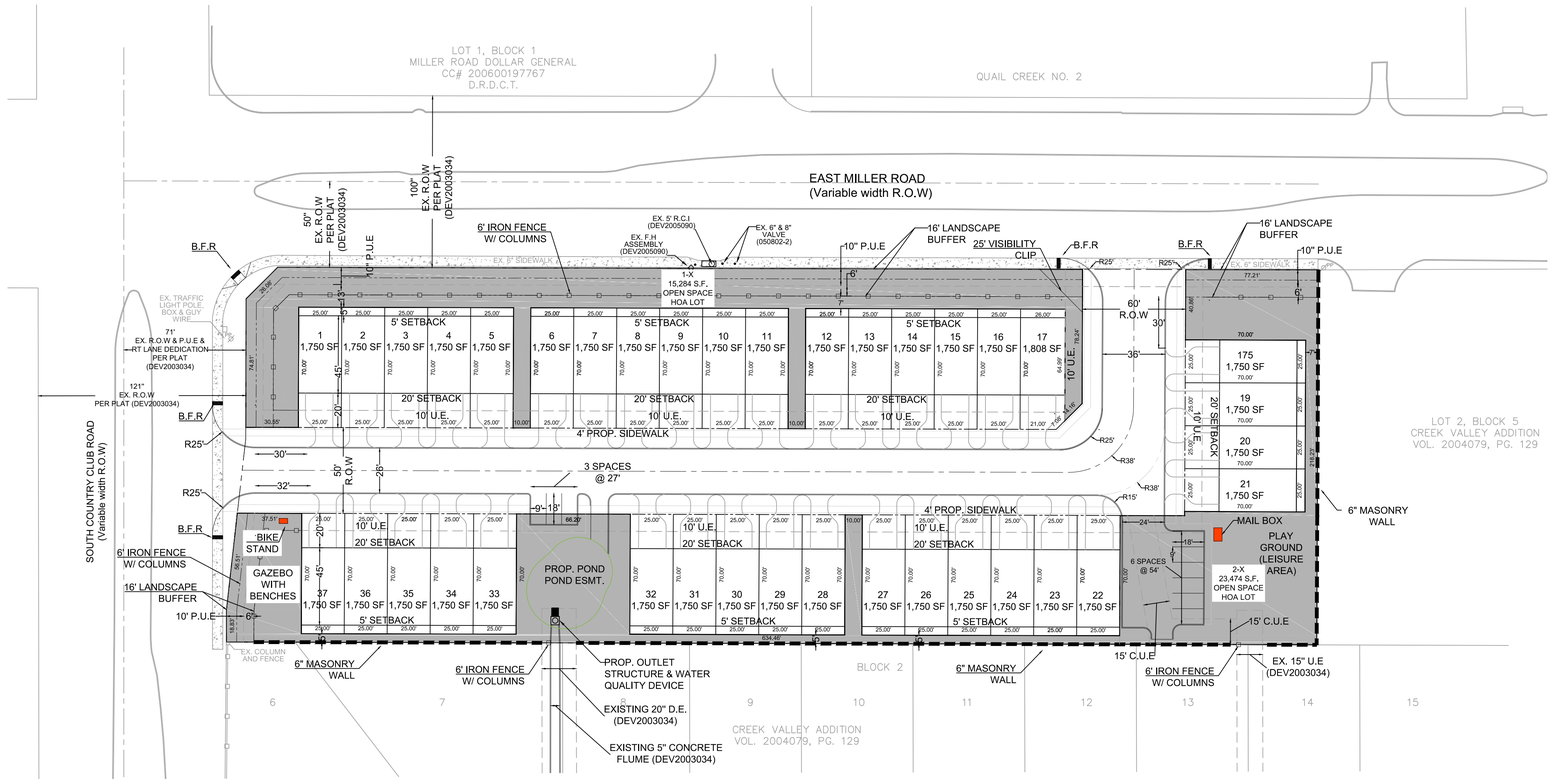
J. Signage: All signs shall meet the Garland Development Code requirements.

K. Homeowners Association: A Homeowners Association shall be incorporated, and each lot/homeowner shall be a mandatory member. The bylaws and/or declaration of this association shall establish a system of payment of dues; a system of enforcement of its rules and regulations; shall establish a clear and distinct definition of the responsibility of each member; shall obligate the association, through assessment of homeowners, to maintain all open space areas; and other provisions as deemed appropriate to secure a sound and stable association.

L. Maintenance of Open/Common Space and Landscaped Areas, Entry Features, Access Easements, and Amenities in HOA Lots: Pursuant to the declaration for the Homeowner's Association, the Homeowners Association shall be obligated to repair and maintain all common areas of the community (including open/common space, landscaped areas, entry features, access easements, and amenities in HOA lots) and the bylaws and/or declaration for the association shall authorize the association to pay for the cost thereof through the assessment of homeowners within the community.

EXHIBIT B

EXHIBIT C



Escale 1" = 40'

VICINITY MAP
n.t.s

Legend

U.E.	UTILITY EASEMENT
P.U.E.	PEDESTRIAN & UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
PROP.	PROPOSED
ESMT.	EASEMENT
B.F.R	BARRIER FREE RAMPS PER CITY DETAILS
	PROPOSED 6' IRON W/ COLUMNS
	PROPOSED 6' MASONRY WALL
	HOA LOT

1350 East Miller Road, Garland, Texas.
PRE-SUBMITTAL CASE #: 210629-2
EXISTING ZONING: PD 85-52
PROPOSED ZONING: PD 22-26 SFA

	PROVIDED	GDC REQUIREMENT
BUILDING TYPE	ATTACHED TOWNHOMES	
TOTAL AREA OF SITE:	3.183 ACRE (136,697 SF)	
FLOOR AREA RATIO:	0.64	
IMPERVIOUS SURFACE COVERAGE:	77,261 SF (56%)	
TOTAL BUILDING COVERAGE:	VARIES	
SITE IMPERVIOUS COVERAGE:	56%	75%
OFF-STREET PARKING SPACES (GUEST PARKING):	9	9,25
ENCLOSED PARKING SPACES PER UNIT:	2	
NET RESIDENTIAL DENSITIES:	11.62 LOTS/ACRE	
MIN LOT SIZE:	1,750 SF	2,000 SF
MAX LOT SIZE:	1,808 SF	
MIN LOT DEPTH:	70'	90'
MAX LOT DEPTH:	70'	
MIN LOT WIDTH:	25'	20' (30' END)
MAX LOT WIDTH:	35'	40'
MAX BUILDING LENGTH	150'	
OPEN SPACE PROVIDED:	38,683 SF	
BUILDING HEIGHT:	40' (MAX); 30' (TYP.)	
MINIMUM YARD SETBACKS		
FRONT:	10' & (20' GARAGE SETBACK)	10'
SIDE:	10' & 5'	10' & 5'
REAR:	5'	5'
NUMBER OF TOWNHOMES LOTS:	37	
NUMBER OF HOA LOTS:	2	
TREE REQUIREMENT:	1 TREE (MIN 50% >3" CALIPER) PER EVERY 250 SF	

FINISHED FLOOR ELEVATION TO BUILT 1 FT ABOVE TOP OF CURB
PROPOSED ROADWAY TO BE CONSTRUCTED PER CITY REQUIREMENTS
"PARKING PAVING WITHIN THE RIGHT OF WAY SHALL BE MAINTAINED BY THE HOA AND A LICENSE AGREEMENT WILL BE REQUIRED FROM ENGINEERING AT THE TIME OF CONSTRUCTION"

Aplicant:
LONE STAR GREEN HOMES

Engineer:
CCM ENGINEERING
2570 F.M. 407, S. 209
Highland Village, Texas 75077
Contact: Jeff Crannell, P.E.
972.691.6633
TBPE Firm #605

Owner:
SHAHED ALTAF
4740 14TH STREET, S T320.
Plano, Texas. 75074
Contact: Shahed Altaf
214.918.2533

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

SABERA STAR Townhomes

City of Garland, Tx

SITE PLAN
1350 East Miller Road, Garland, Texas.
CASE #: 210629-2

FOR PRELIMINARY REVIEW ONLY

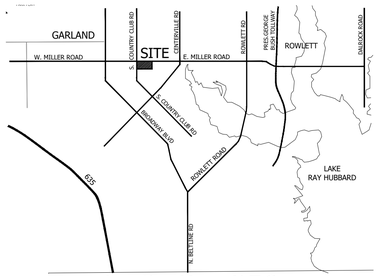
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JEFF D. CRANNELL, PE#50800 ON 06/21/22

IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 06/21/22
SCALE:
NOTES:
FILE:

Sheet of

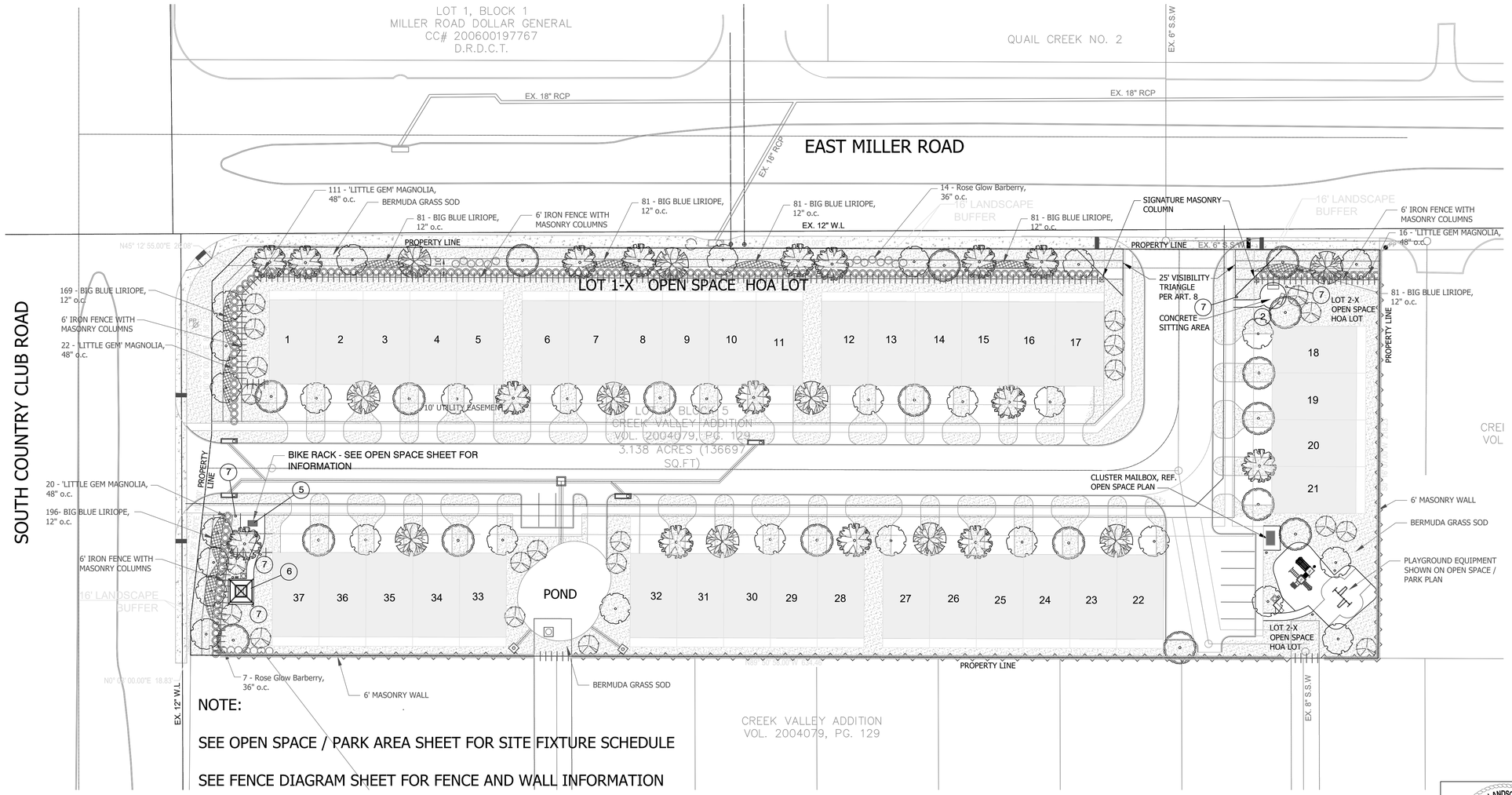


Location Map - N.T.S.

NOTE: LANDSCAPING IS PROVIDED PER GDC CHAPTER 4, SECTION 4.37

NOTES:
- All required trees to be selected from the approved tree list and be a minimum of 3 inches in diameter and 7 feet in height at time of planting.
- Iron fence location requires a continuous row of evergreen shrubs along portions that are not opaque masonry walls.
- No parking space is greater than 65 feet from a required tree.

EXHIBIT D



NOTE:

SEE OPEN SPACE / PARK AREA SHEET FOR SITE FIXTURE SCHEDULE

SEE FENCE DIAGRAM SHEET FOR FENCE AND WALL INFORMATION

Owner:
Shahed Altaf
2608 Almanzor Avenue
Irving, TX 75062
Tel: 214-918-2533

Engineer:
CCM Engineering
2570 Justin Road, Suite 209
Highland Village, TX 75077
Tel: 972-691-6633
Contact: Cody Crannell

Applicant:
Lone Star Green Homes
4740 14th Avenue, Suite T320
Plano, Texas 75074
Tel: 214-631-9286

Planner:
SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
817-424-2626

LANDSCAPE REQUIREMENT

OPEN SPACE TREES - 1 TREE PER 2,500 S.F. OF TOWN HOME
= 37 UNITS x 1,861 S.F. = 68,857 S.F./2,500 = 28 TREES
REQUIRED 28 TREES PROVIDED 28 TREES

INTERIOR STREET TREES - 1 TREE PER UNIT = 37 STREET TREES
REQUIRED 37 TREES PROVIDED 37 TREES

Bufferyards Summary Chart - 220124

Location	Length		Bufferyard Width - Type	Canopy Trees	Shrubs	Fence / Screening Height & Material
North (E Miller Rd)	Required	626'	16'	19	146	6' Masonry Wall
	Provided	**589'	16'	19	148	6' Masonry Wall
West S. Country Club Road	Required	208'	16'	7	42	6' Iron Fence
	Provided	**181'	16'	7	42	6' Iron Fence
Note any credits used in calculations:						
** Driveways not included						

REGISTERED LANDSCAPE ARCHITECT
KELLEE D. LEE
2424
STATE OF TEXAS
21 SEP 22

EXISTING ZONING: PD 85-52
PROPOSED ZONING: PD-SFA

Case No. 210629-2

21 SEP 22

1" =30'

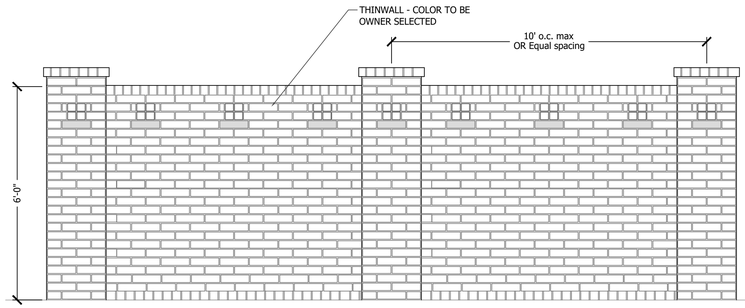
0 30' 60' 120'

NORTH

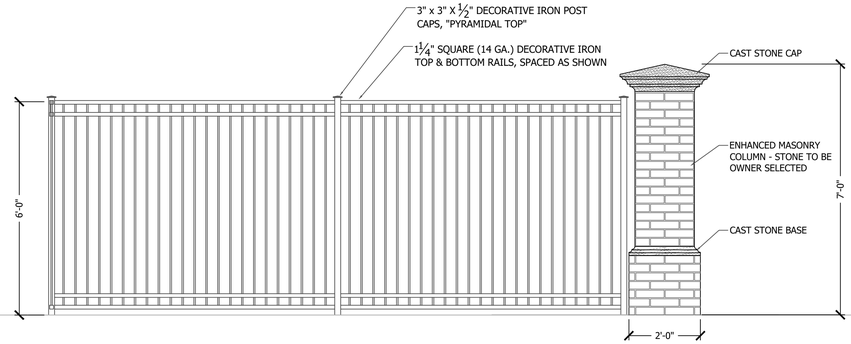
Landscape Plan

Sabera Star Townhomes

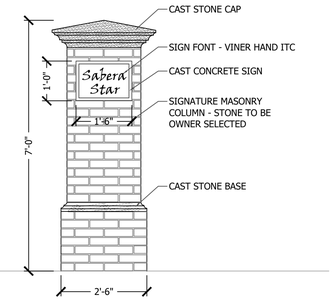
Garland, Dallas County, Texas



1 Masonry Thinwall
Elevation 1/2"=1'-0"



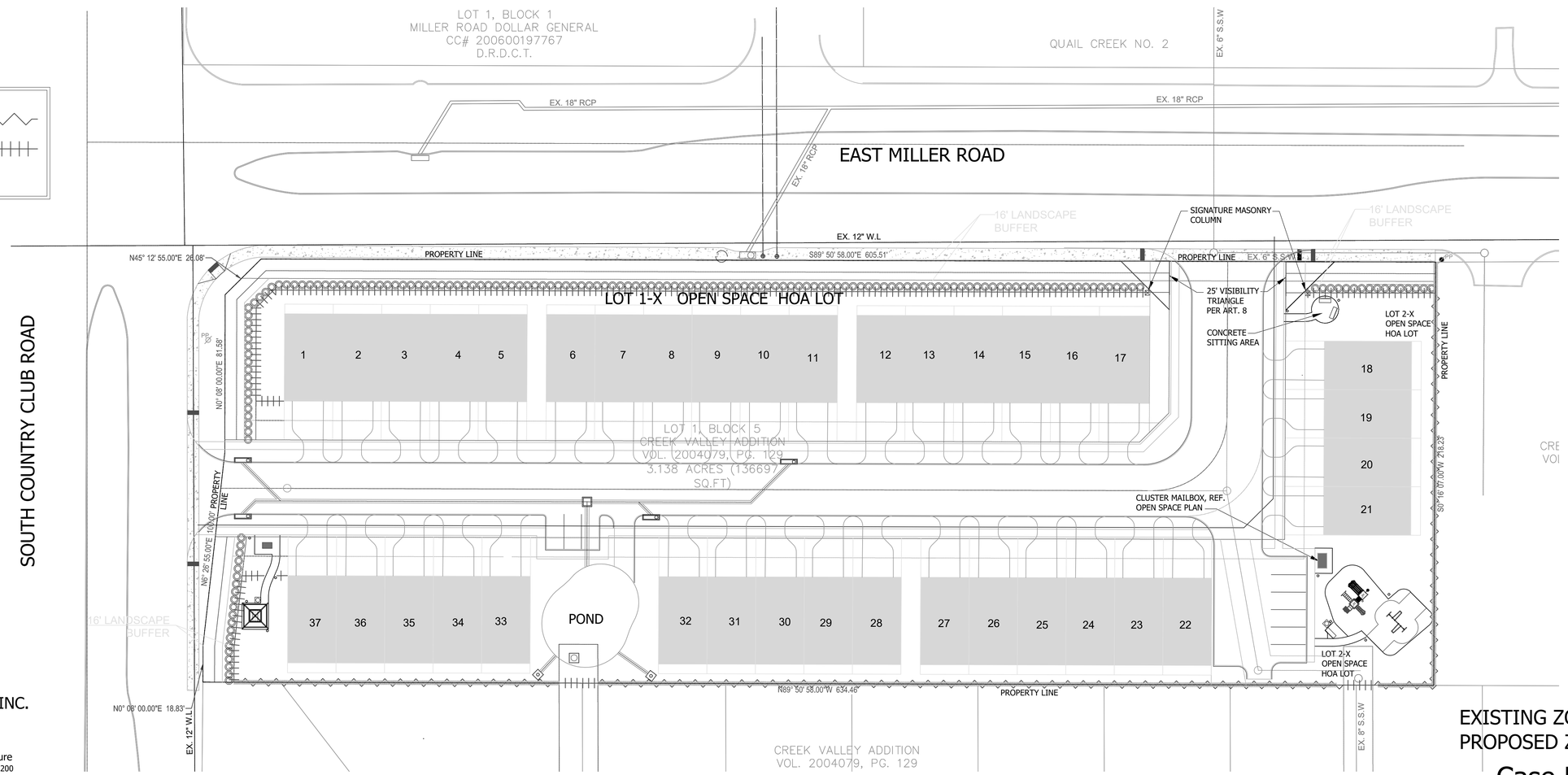
2 6' Iron Fence w Masonry Columns
Elevation 1/2"=1'-0"



3 Signature Masonry Column at Entry
Elevation 1/2"=1'-0"

EXHIBIT D

Legend
6' Masonry Wall
6' Iron Fence w/Masonry Columns 40' o.c. max.



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Planner:
SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
817-424-2626

REGISTERED LANDSCAPE ARCHITECT KELLEE D. LEE 2424 STATE OF TEXAS
21 SEP 22

EXISTING ZONING: PD 85-52
PROPOSED ZONING: PD-SFA

Case No. 210629-2

21 SEP 22

NORTH

1" =30'
0 30' 60' 120'

Fence & Wall Diagram

Sabera Star Townhomes

Garland, Dallas County, Texas

Plant List and Schedule

CANOPY TREES

SYMBOL	PLANT NAME	QUANTITY	SIZE / CAL. / HT. / SPREAD	CONDITION / REMARKS
	Live Oak *Quercus virginiana*	30	3" CAL. / 14'-16' HT. / 10'-12' SPREAD	single trunk clear to 6'; box grown; matching growth (MT = MULTITRUNK)
	Red Oak *Quercus shumardii*	18	3" CAL. / 14'-16' HT. / 10'-12' SPREAD	single trunk clear to 6'; box grown; matching growth (MT = MULTITRUNK)
	Cedar Elm *Ulmus crassifolia*	16	3" CAL. / 14'-16' HT. / 10'-12' SPREAD	single trunk clear to 6'; box grown; matching growth (MT = MULTITRUNK)
	Texas Ash *Fraxinus texensis*	9	3" CAL. / 14'-16' HT. / 10'-12' SPREAD	single trunk clear to 6'; box grown; matching growth (MT = MULTITRUNK)

NOTE: ALL TREES TO HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.

ACCENT / UNDERSTORY TREES

SYMBOL	PLANT NAME	QUANTITY	SIZE / CAL. / HT. / SPREAD	CONDITION / REMARKS
	Crape Myrtle *lagerstroemia indica*	20	30 Gal. / 8' HT. / 4' SPREAD	container grown; matching growth (MT = MULTITRUNK)

NOTE: ALL TREES TO HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES

SHRUBS

SYMBOL	PLANT NAME	QUANTITY	SIZE / CAL. / HT. / SPREAD	CONDITION / REMARKS
	'Little Gem' Magnolia *Magnlia grandiflor 'Little Gem'*	127	15 GAL. / 5'-6' HT. / 10" SPREAD	container grown; full growth; 48" o.c.;
	Rose Glow Japanese Barberry *Berberis thunbergii 'Rose Glow'*	21	5 GAL. / 30" HT. / 36" SPREAD	container grown; full growth; 36" o.c.;

NOTE: ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED

GROUNDCOVER

SYMBOL	PLANT NAME	QUANTITY	SIZE / CAL. / HT. / SPREAD	CONDITION / REMARKS
	Big Blue Liriope *Liriope muscari 'Big Blue'*	825	1 GAL./6"-12" HT./ 12" SPREAD	full growth; 12" o.c.; triangular spacing

NOTE: ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED

TURF

SYMBOL	PLANT NAME	QUANTITY	SIZE / CAL. / HT. / SPREAD	CONDITION / REMARKS
	Bermudagrass *Cynodon dactilon*	41,351 S.F.	SOLID SOD	contractor to field verify quantity of sod / hydromulch required

EXHIBIT D

SITE FIXTURES

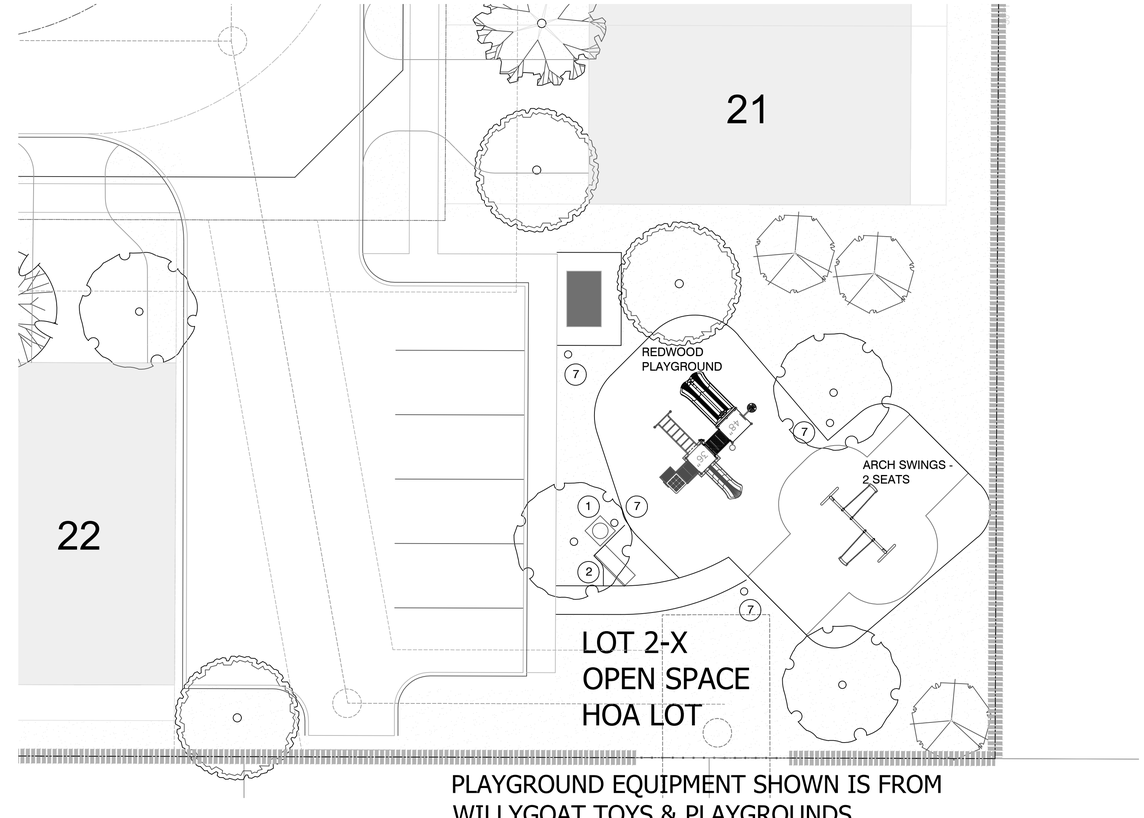
SYMBOL	QTY.	SPECIFICATIONS
1	3	TRASH RECEPTACLES: MANUF. - VICTOR STANLEY MODEL: RB-36 36 GAL. SURFACE MOUNT COLOR: BLACK
2	3	BACKED BENCHES: STEELSITE RB COLLECTION MANUF. - VICTOR STANLEY MODEL: RB-28 6' SURFACE MOUNT COLOR: BLACK
3	1	PICNIC TABLE: STEELSITE RB COLLECTION MANUF. - VICTOR STANLEY MODEL: FRST-6 6' TABLE COLOR: BLACK
4	1	GRILL: MANUF. - CSF COMMERCIAL SITE FURNISHINGS MODEL: STD IN GROUND GRILL COLOR: BLACK
5	1	BIKE RACK: VICTOR STANLEY MODEL: BRCS-103 - CYCLE SENTRY COLLECTION -5 BIKE - SURFACE MOUNT COLOR: BLACK
6	1	SHELTER: MANUF. - POLIGON MODEL: SQR-12 COLOR: TO BE OWNER SELECTED
7	10	BOLLARDS: ACCESS FIXTURES MODEL: BOLO SOLAR LED BOLLARD LIGHT - ROUND FLAT TOP COLOR: BLACK

VICTOR STANLEY ®
P.O. Drawer 330
DUNKIRK, MD 20754
P: 1-800-2368-2573

POLIGON
HOLLAND, MI
616-399-1963

ACCESS FIXTURES
40 JACKSON STREET
WORCESTER, MA 01608
800-468-9925

CSF COMMERCIAL SITE FURNISHINGS
3521 WETUMPKA HIGHWAY
MONTGOMERY, AL 36110-2717
P: 1-800-278-4480



PLAYGROUND EQUIPMENT SHOWN IS FROM WILLYGOAT TOYS & PLAYGROUNDS
www.willygoat.com

NOTE:

1. ALL SITE FURNISHINGS CAN BE OBTAINED THROUGH (OR EQ):

   VICTOR STANLEY ®
   P.O. Drawer 330
   DUNKIRK, MD 20754
   P: 1-800-2368-2573

2. COLOR FOR ALL: BLACK

3. BACKED BENCHES ARE TO BE (OR EQ.):

   STEELSITES RB COLLECTION
   MODEL NO. RB-28
   SURFACE MOUNT 6' BENCHES

4. TRASH RECEPTACLES ARE TO BE (OR EQ.):

   STEELSITES RB COLLECTION
   MODEL NO. RB-36 36 GAL. SURFACE MOUNT

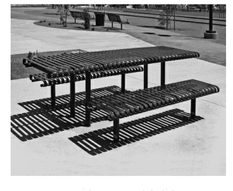
5. PICNIC TABLE:

   STEELSITE RB COLLECTION
   MODEL NO. FRST-6 - 6'

6. GRILL:

   CSF COMMERCIAL SITE FURNISHINGS
   3521 WETUMPKA HIGHWAY
   MONTGOMERY, AL 36110-2717
   P: 1-800-278-4480

   MODEL NO. STANDARD IN GROUND GRILL - IN GROUND
   SPEC SHEET: LC120-STD-IG



BIKE RACK: VICTOR STANLEY
MODEL: BRCS-103 - CYCLE SENTRY
COLLECTION -5 BIKE - SURFACE MOUNT
COLOR: BLACK

Product data have been exported from - Access Fixtures
Export date: Mon Aug 2 23:08:22 2021 / +0000 GMT

AccessFixtures
Commercial and Sports Lighting for Less

BOLO Solar LED Bollard Light, Round Flat Top

SKU: AF42XAVS-BL-005
Product Tags: LED, solar
Product Page: https://www.accessfixtures.com/p/bolo-solar-led-bollard-light-round-flat-top/

Product Description

The BOLO Solar LED Bollard Light, Round Flat Top is a multipurpose solar-powered landscape bollard light.
Runs on Sun: This bollard light requires zero wiring and runs completely on all-in-one integrated solar panel.
Maximum Efficiency: This fixture emits light at 140 lumens per watt, making it efficient for everyday use.
IP65 Rated: This bollard light is IP65 rated and sealed against dust and water intrusion.

Features:
- 1.8 watts - 4.5 AH6.4V lithium ion battery - 500 lumens - All in one solar panel - CE, RoHS, IP65 rated - Black die cast aluminum finish - 140 lumens per watt - Prismatic polycarbonate lens - Automatic daylight sensor - 23 hour runtime at full charge - 8 hour charge time - 31.5" x 10" x 10" - 3-year warranty

Options:
- Choice of Kelvin - 3000K, 4000K, 5000K, or 6000K Need a Photometric Analysis for Your BOLO Solar LED Bollard Light, Round Flat Top Project?

A photometric analysis creates a computer simulation of a particular project. No matter what you are lighting, a photometric analysis is an easy way to quantify light levels before purchasing. When a report is generated, a lighting specialist will walk you through it so you know exactly what you will be receiving. Photometrics include average and minimum footcandles, uniformity ratios, spacing, light trespass info, and more. Plus, the cost of the study is refunded back to you when you purchase the fixtures. Call us at 800-468-9925 for more information about ordering a photometric analysis for your project.

Ready to Order BOLO Solar LED Bollard Light, Round Flat Top or Speak to a Lighting Specialist?

[Export product details as PDF file has been powered by WooCommerce PDF & Print plugin.] [Page 1/1]

All Aluminum Construction

All Aluminum Construction

NOTE:
3 CLUSTER BOX UNITS PER MAIL CENTER
(2- 16 A SIZE, TYPE III) = 2 X 16 = 32 A SIZE
(1-8 A SIZE, TYPE V) = 1 X 8 = 8 A SIZE

TOTAL MAILBOXES = 40 A SIZE PLUS 4 PARCEL LOCKERS

REGISTERED LANDSCAPE ARCHITECT
KELLEE D. LEE
2424
STATE OF TEXAS
21 SEP 22

EXISTING ZONING: PD 85-52
PROPOSED ZONING: PD-SFA

Case No. 210629-2

Owner:
Shahed Altaf
2608 Almanzor Avenue
Irving, TX 75062
Tel: 214-918-2533

Engineer:
CCM Engineering
2570 Justin Road, Suite 209
Highland Village, TX 75077
Tel: 972-691-6633
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Applicant:
Lone Star Green Homes
4740 14th Avenue, Suite T320
Plano, Texas 75074
Tel: 214-631-9286

Planner:
SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
817-424-2626

21 SEP 22

1" =10'

0 10' 20' 40'

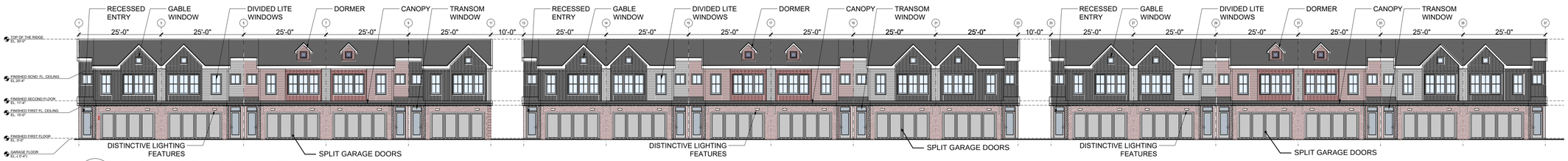
NORTH

Open Space / Park Area

Sabera Star Townhomes

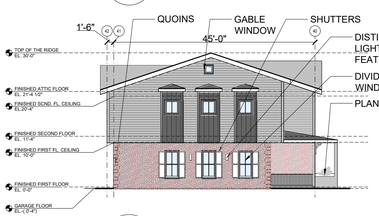
Garland, Dallas County, Texas

EXHIBIT E

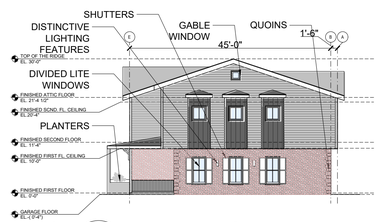


1 A2.00 Building 1,2 & 3 South Elevation (Driveway)
SCALE: 1/16" = 1'-0"

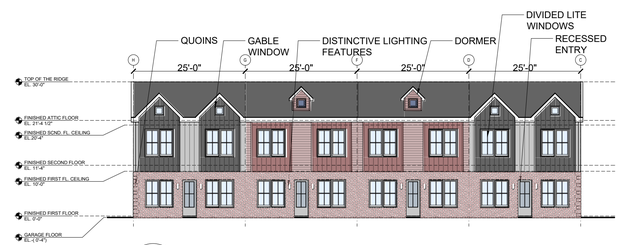
2A A2.00 Building 1,2 & 3 North Elevation (E Miller Rd)
SCALE: 1/16" = 1'-0"



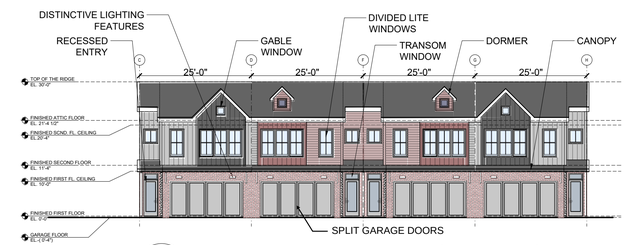
2B A2.00 Building 4 North Elevation (E Miller Rd)
SCALE: 1/16" = 1'-0"



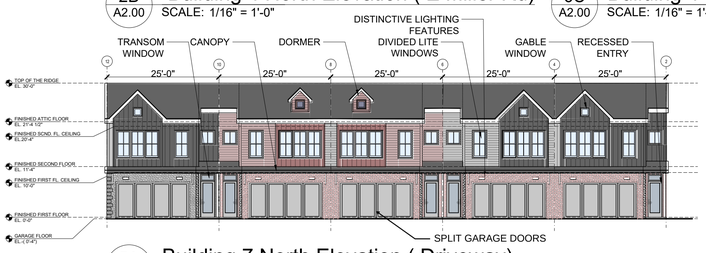
6C A2.00 Building 4 South Elevation
SCALE: 1/16" = 1'-0"



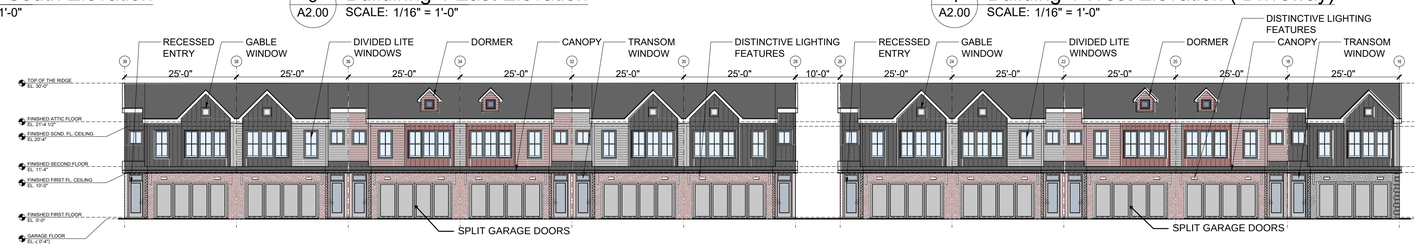
3 A2.00 Buildinng 4 East Elevation
SCALE: 1/16" = 1'-0"



4 A2.00 Building 4 West Elevation (Driveway)
SCALE: 1/16" = 1'-0"

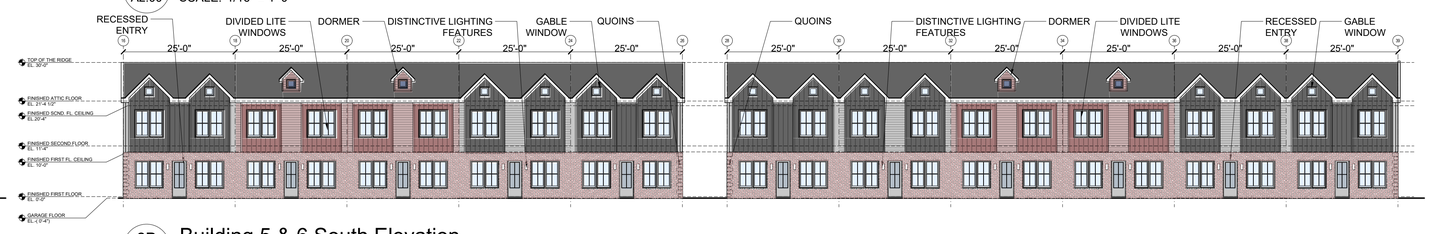


5A A2.00 Building 7 North Elevation (Driveway)
SCALE: 1/16" = 1'-0"

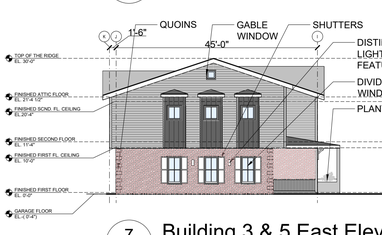


5B A2.00 Building 5 & 6 North Elevation (Driveway)
SCALE: 1/16" = 1'-0"

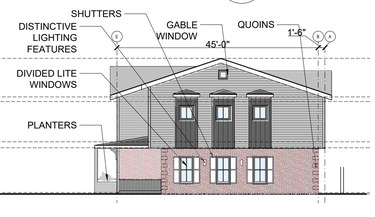
6A A2.00 Building 7 South Elevation
SCALE: 1/16" = 1'-0"

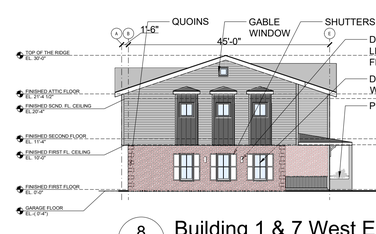


6B A2.00 Building 5 & 6 South Elevation
SCALE: 1/16" = 1'-0"

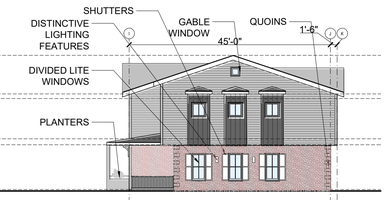


7 A2.00 Building 3 & 5 East Elevation
SCALE: 1/16" = 1'-0"





8 A2.00 Building 1 & 7 West Elevation (South County Club Road)
SCALE: 1/16" = 1'-0"



SK2 ARCHITECTS
7611 Boulevard E
North Bergen, NJ 07047
info@sk2architects.com
917.690.0273

KEY PLAN:

REVISION:

No.	Date:	Description:

PROJECT NAME:
SABERA STAR TOWNHOMES
1350 E Miller Rd.
Garland, TX 75041
Lot: 1 Block: 5
Case Number 210629-2
Existing Zoning: PD 85-52
Proposed Zoning: PD-SFA

PROJECT NUMBER:
22400

DRAWING TITLE:

Overall Elevations

DRAWN BY: SK
CHECKED BY:
DATE: 07.18.2022
SCALE: AS NOTED
SHEET:

REGISTERED ARCHITECT SERDAR KAYMAN 26796 STATE OF TEXAS
07/18/2022

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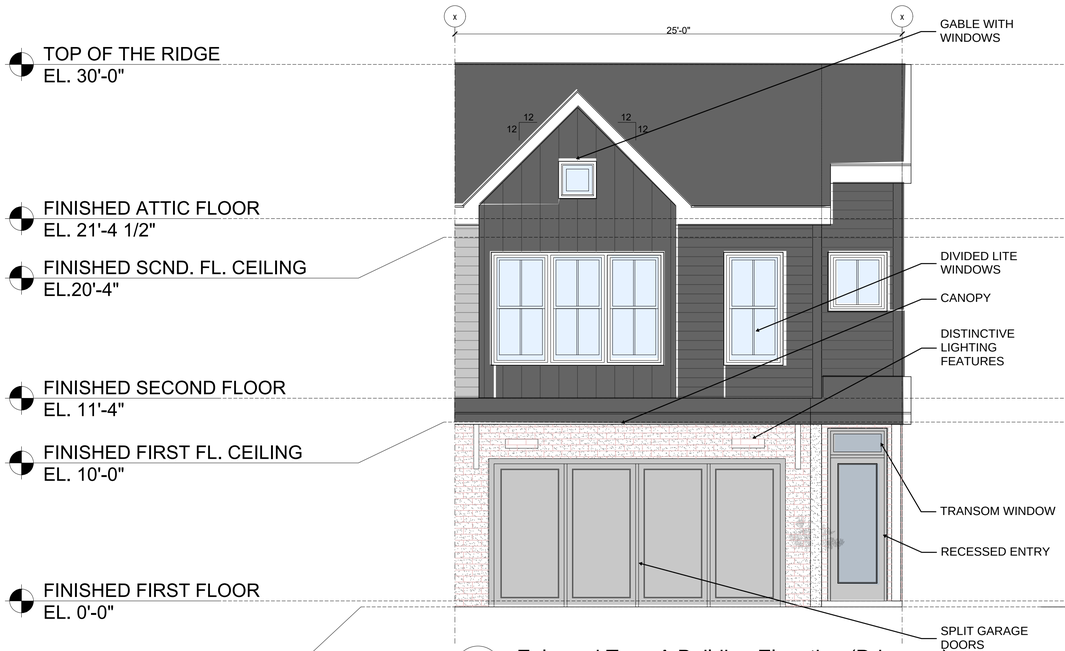
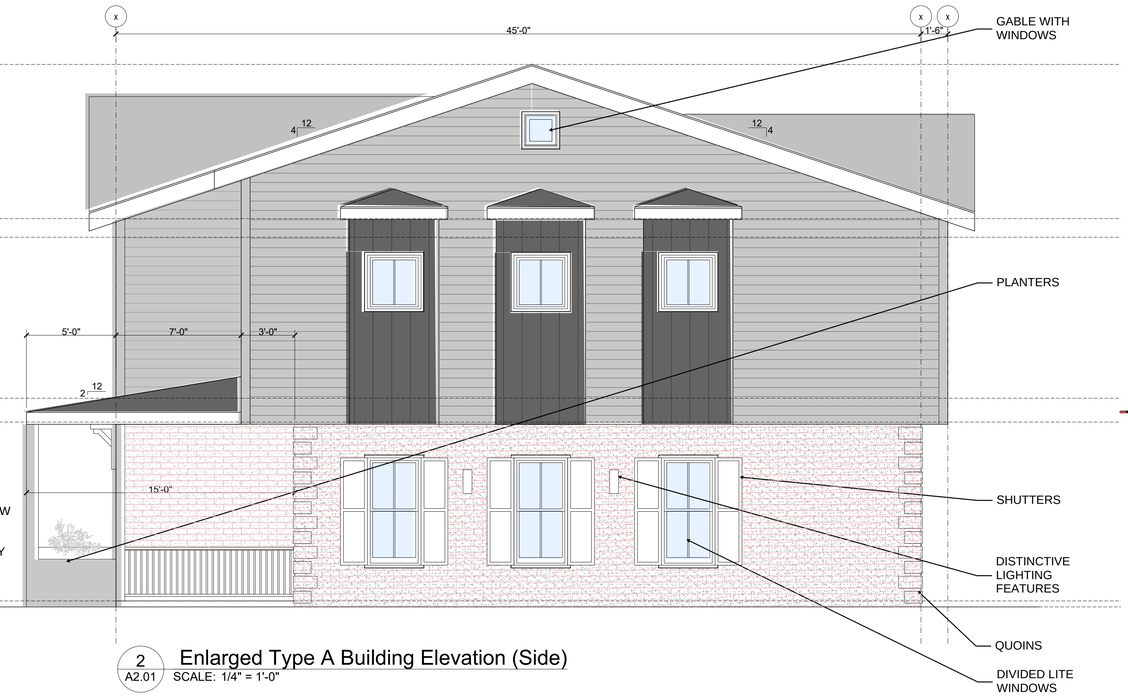
Serdar KAYMAN, AIA NCARB
TX License No. 26796
Registration No.BR 2820

A2.00

EXHIBIT E



1 A2.01 Enlarged Type A Building Elevation (Driveway)
SCALE: 1/4" = 1'-0"



2 A2.01 Enlarged Type A Building Elevation (Side)
SCALE: 1/4" = 1'-0"

3 A2.01 Enlarged Type A Building Elevation (Rear)
SCALE: 1/4" = 1'-0"

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917.690.0273

KEY PLAN:

REVISION:

No.	Date:	Description:

PROJECT NAME:
SABERA STAR TOWNHOMES
1350 E Miller Rd.
Garland, TX 75041
Lot: 1 Block: 5

Case Number 210629-2
Existing Zoning: PD 85-52
Proposed Zoning: PD-SFA

PROJECT NUMBER:
22400

DRAWING TITLE:
Type A
Building Elevations

DRAWN BY: SK
CHECKED BY:
DATE: 07.18.2022
SCALE: AS NOTED
SHEET:

A2.01

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07/18/2022

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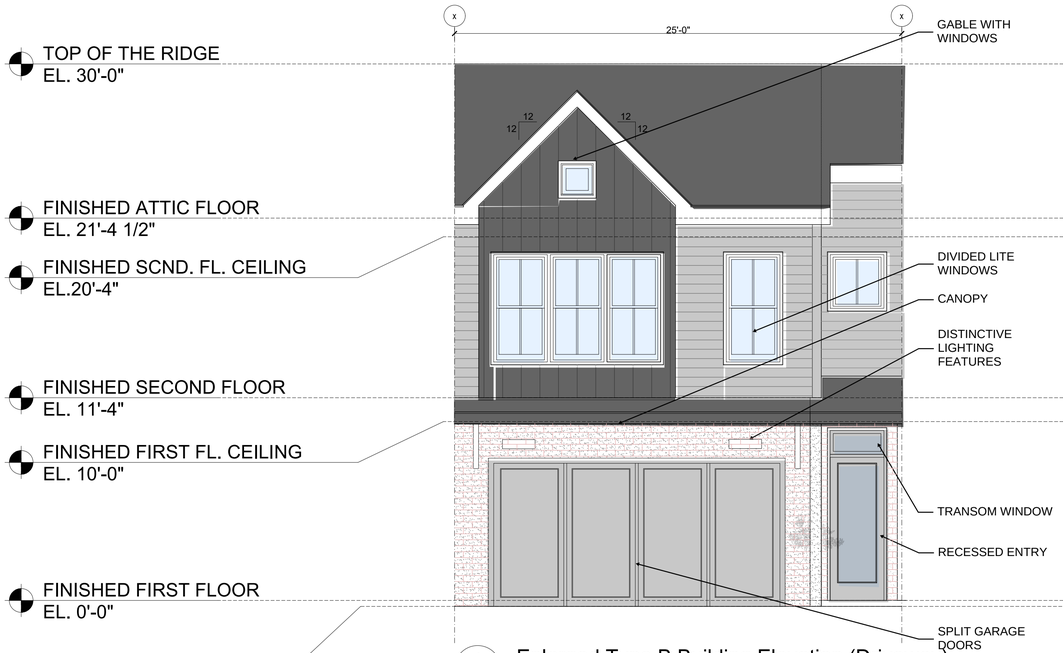
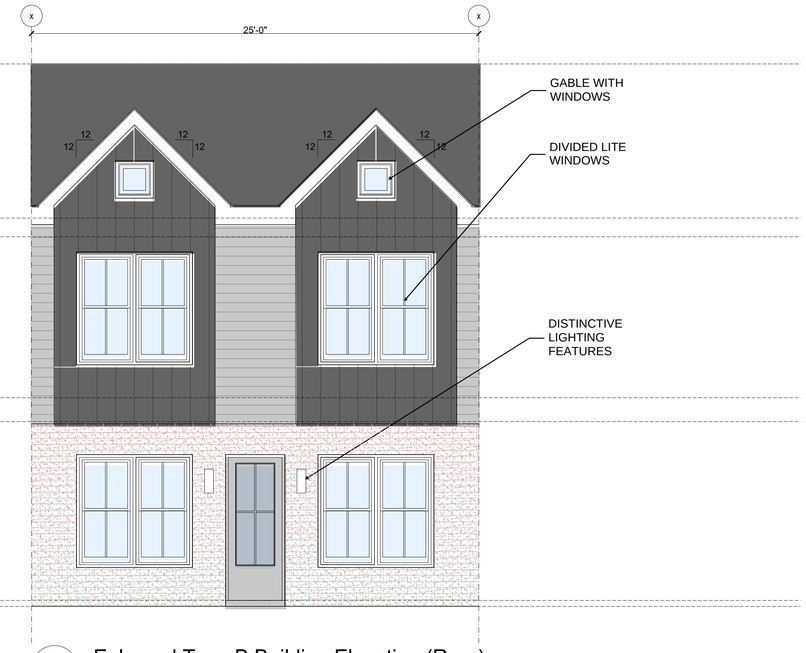
Registration No.BR 2820

EXHIBIT E

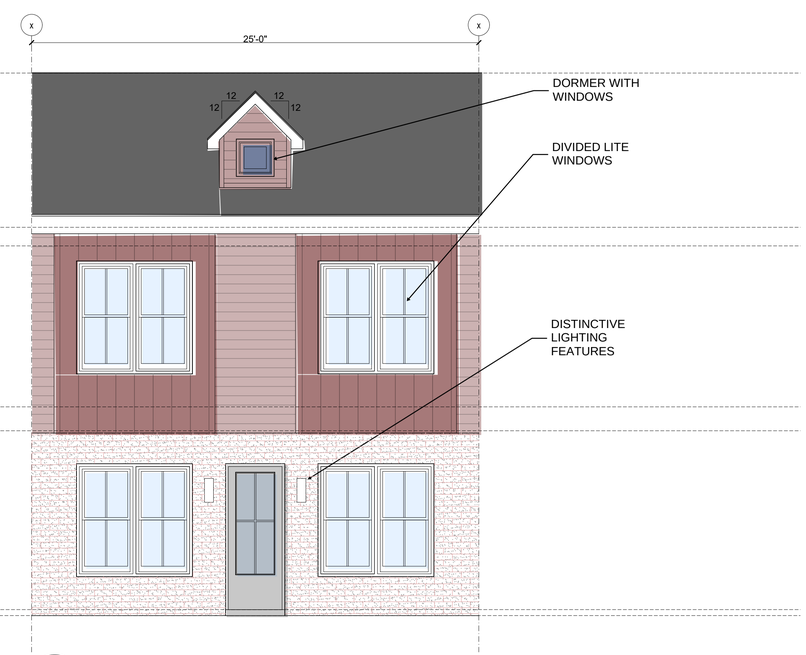


1 A2.02 Enlarged Type B Building Elevation (Driveway)
SCALE: 1/4" = 1'-0"



2 A2.02 Enlarged Type B Building Elevation (Rear)
SCALE: 1/4" = 1'-0"

3 A2.02 Enlarged Type B1 Building Elevation (Driveway)
SCALE: 1/4" = 1'-0"



4 A2.02 Enlarged Type B1 Building Elevation (Rear)
SCALE: 1/4" = 1'-0"

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KEY PLAN:

REVISION:

No.	Date:	Description:

PROJECT NAME:
SABERA STAR TOWNHOMES
1350 E Miller Rd.
Garland, TX 75041
Lot: 1 Block: 5

Case Number 210629-2
Existing Zoning: PD 85-52
Proposed Zoning: PD-SFA

PROJECT NUMBER:
22400

DRAWING TITLE:
Type B and B1 Building Elevations

DRAWN BY: SK
CHECKED BY:
DATE: 07.18.2022
SCALE: AS NOTED
SHEET:

REGISTERED ARCHITECT SERDAR KAYMAN 26796 STATE OF TEXAS
07/18/2022

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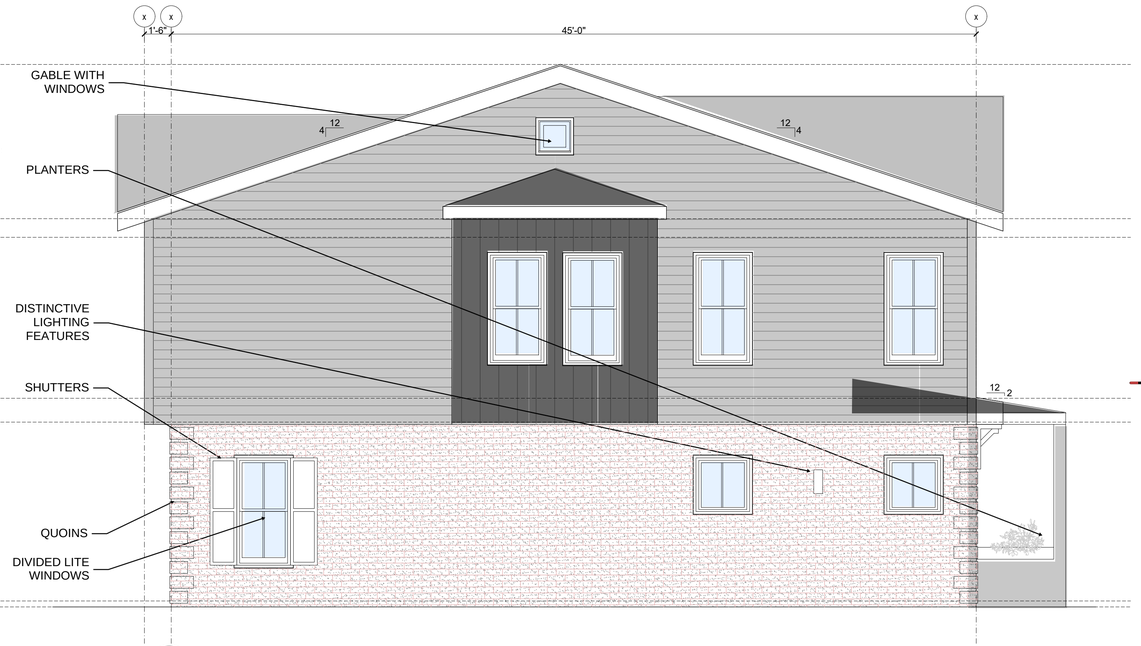
TX License No. 26796
Registration No.BR 2820

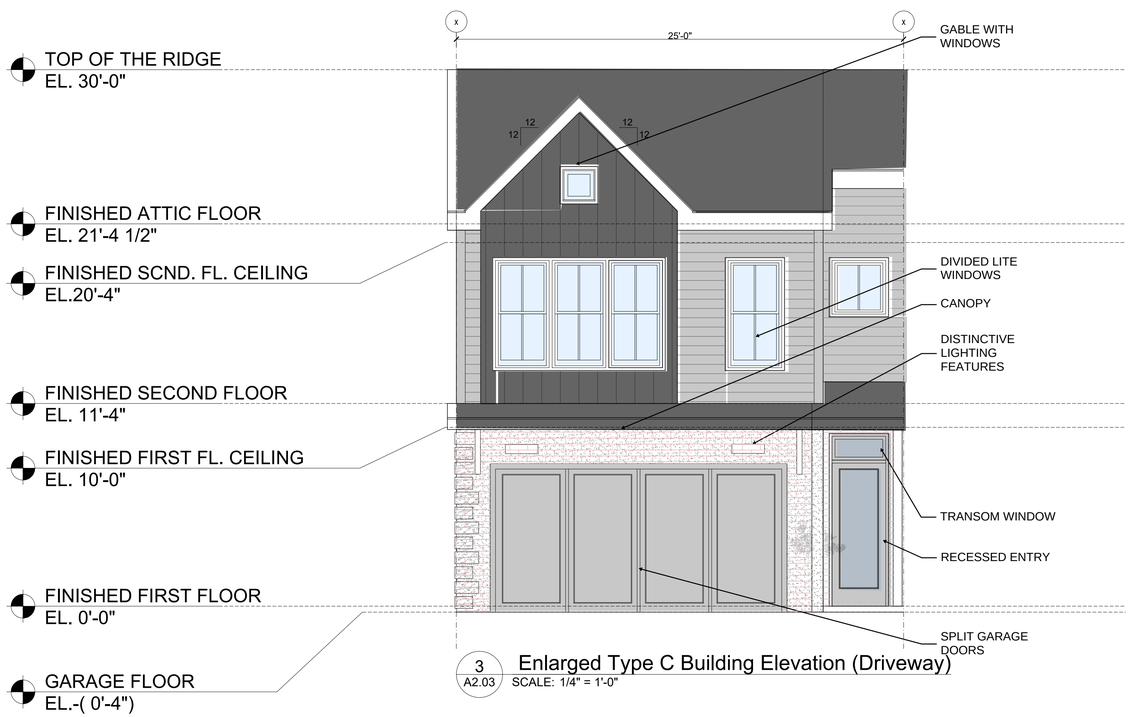
A2.02

EXHIBIT E

1 A2.03 Enlarged Type C Building Elevation (Rear)
SCALE: 1/4" = 1'-0"



2 A2.03 Enlarged Type C Building Elevation (Side)
SCALE: 1/4" = 1'-0"



3 A2.03 Enlarged Type C Building Elevation (Driveway)
SCALE: 1/4" = 1'-0"

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7611 Boulevard E
North Bergen, NJ 07047
info@sk2architects.com
917.690.0273

KEY PLAN:

REVISION:

No.	Date:	Description:

PROJECT NAME:
SABERA STAR TOWNHOMES
1350 E Miller Rd.
Garland, TX 75041
Lot: 1 Block: 5

Case Number 210629-2
Existing Zoning: PD 85-52
Proposed Zoning: PD-SFA

PROJECT NUMBER:
22400

DRAWING TITLE:
Type C
Building Elevations

DRAWN BY: SK
CHECKED BY:
DATE: 07.18.2022
SCALE: AS NOTED
SHEET:

A2.03

REGISTERED ARCHITECT SERDAR KAYMAN 26796 STATE OF TEXAS
07/18/2022

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Serdar KAYMAN, AIA NCARB
TX License No. 26796
Registration No.BR 2820

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **3. c.**

Meeting Date: 10/18/2022

Item Title: Z 22-43 Geomet Recycling (District 6)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 22-43 Geomet Recycling

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 22-43 Ordinance

Z 22-43 Exhibit A

Z 22-43 Exhibit B

Z 22-43 Exhibits C-E

ZONING FILE NO. Z 22-43

ORDINANCE NO._____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) AN AMENDMENT TO PLANNED DEVELOPMENT (PD) DISTRICT 19-32 FOR INDUSTRIAL USES; 2) A SPECIFIC USE PROVISION AMENDMENT FOR A RECYCLING SALVAGE YARD (UNLIMITED OUTSIDE STORAGE) AND 3) A DETAIL PLAN AMENDMENT ON A 19.83-ACRE TRACT OF LAND LOCATED AT 312 SOUTH INTERNATIONAL ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 12th day of September, 2022, the Plan Commission did consider and make recommendations on a certain request for 1) an amendment to Planned Development (PD) District 19-32 for Industrial Uses; 2) a Specific Use Provision amendment for a Recycling Salvage Yard (Unlimited Outside Storage) and 3) a Detail Plan amendment by **Geomet Recycling**; 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) an amendment to Planned Development (PD) District 19-32 for Industrial Uses; 2) a Specific Use Provision amendment for a Recycling Salvage Yard (Unlimited Outside Storage) and 3) a Detail Plan amendment on a 19.83-acre tract of land located at 312 South International Road and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code.

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

NOTICE OF CONDITIONS OF COMPLIANCE: Notwithstanding the provisions of any other ordinance of the City, the full, complete, and continuing compliance with all the conditions, restrictions, and regulations of this Ordinance is a condition to the issuance and continuation of any permit, approval, authorization or consent by the City, including without limitation the issuance or continuation of any certificate of occupancy for any building or structure located on any portion of the property described in Exhibit A. All promises, representations, obligations and undertakings made or assumed by the applicant to the City Council at any public presentation in connection with the granting of this Ordinance are hereby incorporated into and made a part of this Ordinance as if expressly set forth herein at length. No substantial deviation from any material portion of the conditions, restrictions, and regulations contained within this Ordinance are allowed except as may be provided by the City Council after a public hearing.

Section 5

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 6

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 7

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

FILE NO. Z 22-43

PASSED AND APPROVED this_____ day of _____, 2022.

THE CITY OF GARLAND, TEXAS

By:

_____
Mayor

ATTEST:

_____
City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 22-43

BEING a 19.83-acre tract of land situated in the City of Garland, Dallas County, Texas, and being out of the J.W. Keen Survey, Abstract No. 744 and being all of Lot 1, Block 1 of the Continental Steel Addition, an addition to the City of Garland, recorded in Volume 71097, Page 2168, of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at the intersection of the east line of International Road (an 80 foot wide right-of-way) with the north line of the M.K.T. Railroad (a 100 foot wide right-of-way) an iron stake for corner;

THNCE, North 00 degrees, 59 minutes, 00 seconds West, along the east line of said International Road, 685.50 feet to 1/2 inch iron rod for corner;

THENCE, North 88 degrees, 37 minutes, 00 seconds East, 335.38 feet to a point for corner;

THENCE, North 01 degrees, 05 minutes, 00 seconds West, 235.28 feet to a point for corner;

THENCE, South 89 degrees, 34 minutes, 00 seconds East, 1,104.61 feet to a point for corner;

THENCE, South 00 degrees, 80 minutes, 00 seconds East, 384.41 feet to the North line of the said M.K.T. Railroad, a point for corner;

THENCE, South 69 degrees, 23 minutes, 00 seconds West, along the north line of said M.K.T. Railroad, 1,522.07 feet

to the POINT OF BEGINNING and containing 863,626 square feet (19.83 acres) of land.

EXHIBIT A

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 22-43

312 SOUTH INTERNATIONAL ROAD

I. **Statement of Purpose:** The purpose of this Planned Development is to permit a Recycling Salvage Yard (unlimited outside storage).

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 Planned Development (PD) District 19-32 and the Industrial (IN) District and all Special Standards for Recycling Salvage Yard (unlimited outside storage) 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 Site Plan, Landscape Plan, and Elevations set forth in Exhibit C, Exhibit D, and Exhibit E. 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 Industrial (IN) District.

B. Prohibited Uses: Smelting and refining of products are not allowed on this site.

C. Screening and Landscaping: Screening and landscaping shall be in general conformance with the site plan and landscape plan labeled Exhibit C and Exhibit D.

D. Maintenance Requirements:

1) Landscaping must be regularly maintained in a healthy growing condition and in compliance with this PD Ordinance, the Garland Development Code, the Code of Ordinances of the City of Garland, and the landscaping plan attached hereto at all times. The property owner is responsible for regular weeding, mowing of grass, irrigation, fertilizing, pruning, or other maintenance of all plantings as needed. All exposed ground surfaces on or within the premises shall be properly improved, covered with screening or other approved solid material, or protected with a vegetative growth that prevents soil erosion and ameliorates objectionable dust conditions.

2) Any dead or dying plant or vegetation, whether or not a component of required landscaping, must be promptly replaced with another approved plant or vegetation variety that complies with the approved landscape plan within sixty (60) days after receipt of notification by the City. In the event the property owner fails to remedy a violation of any landscaping maintenance regulation within sixty (60) days of the City sending notice, the City may, in addition to any other remedy available by law, suspend, withhold or revoke city permits, approvals, consents, licenses and/or certificates for the property.

3) Screening and paving must be installed and regularly maintained in compliance with this PD Ordinance, the Garland Development Code, and the Code of Ordinances of the City of Garland at all times. The property owner is responsible for regular maintenance of all screening and paving as needed. In the event the property owner fails to remedy a violation of any screening or paving maintenance regulation within sixty (60) days after of the City sending notice, the City may, in addition to any other remedy available by law, suspend, withhold, or revoke city permits, approval, consents and certificates for the property.

E. Building Elevations: The Building Elevations shall be in general conformance with the elevations labeled Exhibit E.

F. Canopies: The future phase canopies reflected in Exhibit C and Exhibit E shall not require further Detail Plan approval.

EXHIBIT B

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 22-43

312 SOUTH INTERNATIONAL ROAD

I. **Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Recycling Salvage Yard.

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. **Abandonment:** In the event the land use for which this Specific Use Provision was granted ("Land Use") is abandoned, the SUP and all rights to the Land Use are automatically terminated, and the premises must be used in conformance with the PD, GDC, federal, and state law.

For the purposes of this Specific Use Provision, Abandonment is any of the following acts:

A. A failure to apply for a site or building permit on the premises, where applicable, within 180 days of the effective date of this SUP;

B. A failure to obtain a certificate of occupancy for the Land use within 730 days of the effective date of this SUP;

C. A failure to commence operating the Land Use on the premises within 90 days of receiving a final certificate of occupancy for the Land Use;

D. Discontinuance of the Land Use for a period of 180 days;

E. Applying for, and receiving, a new Certificate of Occupancy for a use other than the Land Use; or

F. Operating a use on the premises, whether as a primary or secondary use, that is not allowed within

the PD District, by the GDC, or by state or federal law.

The termination of utilities on the premises for a period of 180 calendar days is prima facie evidence of abandonment and the owner shall have the burden to prove that the Land Use has not been abandoned.

IV. General Regulations: All regulations of Planned Development (PD) District 19-32 the Industrial (IN) District and all Special Standards for Recycling Salvage Yard as set forth in Chapter 2 of the Garland Development Code Ordinance 6773 are included by reference and shall apply, except as otherwise specified by this ordinance.

V. Specific Regulations:

A. Specific Use Provision: The Specific Use Provision for Recycling Salvage Yard shall be in effect for a period of twenty (20) years.

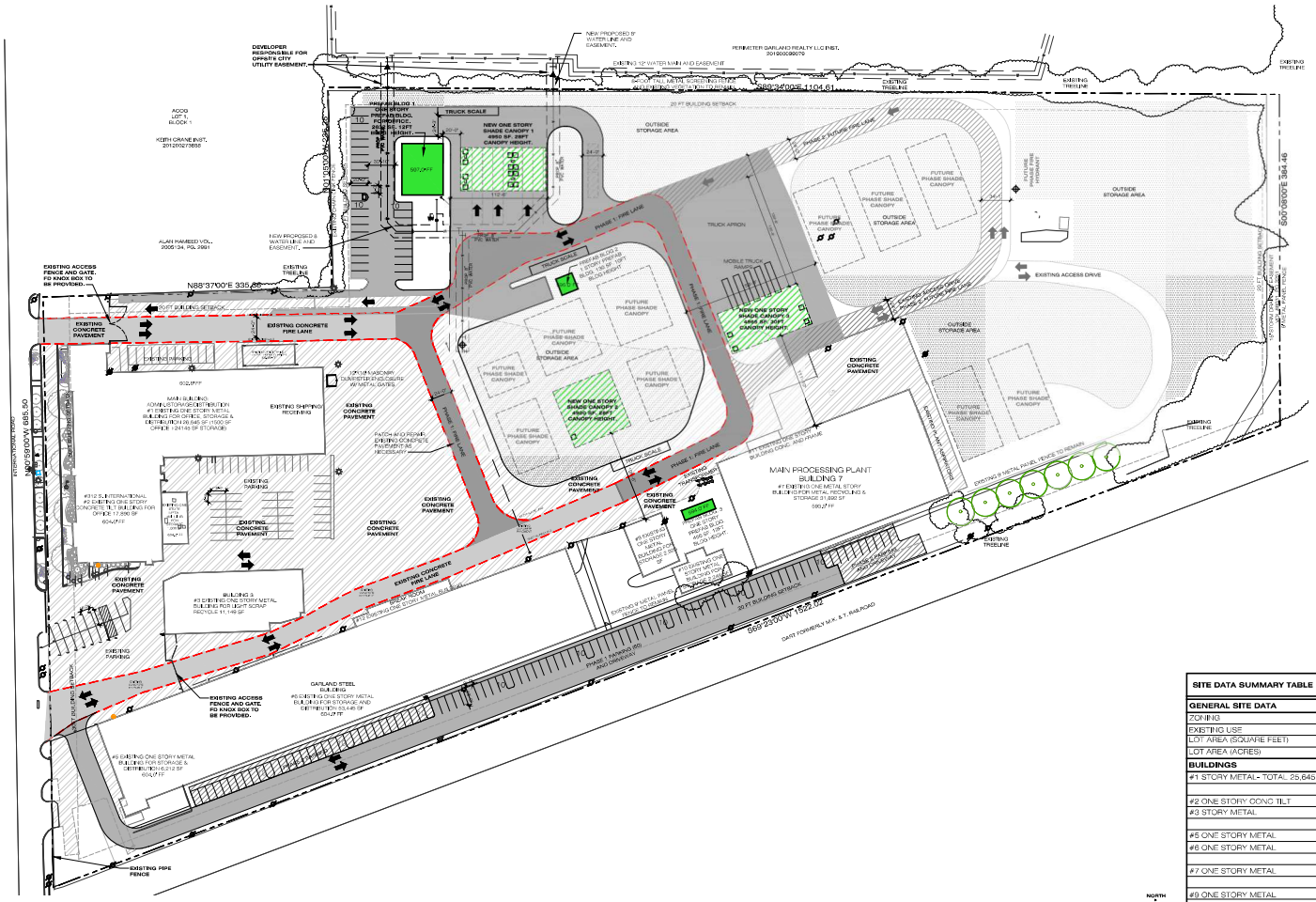
B. Truck Circulation Plan: Truck traffic shall comply with the vehicle paths as shown on Exhibit C.

C. Hours of Operation: The Recycling Salvage Yard shall be limited to the following days and times of operation: Sunday through Saturday from 7:00 am to 7:00 pm.

EXHIBIT B

EXHIBIT C

NOT FOR CONSTRUCTION



1G GEOMET - GARLAND FACILITY - OVERALL SITE PLAN
SCALE : 1/64" = 1'- 0"

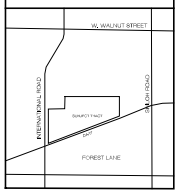
NOTES:

AT THE TIME OF PERMITTING, IF IT IS DETERMINED THAT THE DOWNSTREAM DRAINAGE SYSTEM DOES NOT HAVE CAPACITY FOR THE INCREASED RUNOFF DUE TO THE ADDITIONAL IMPERVIOUS AREA REFLECTED IN THE PERMIT, IT SHALL BE THE DEVELOPERS RESPONSIBILITY TO OBTAIN AN OFFSITE DRAINAGE EASEMENT TO EXTEND A STORM SEWER PIPE TO STREAM 2C5, OR ON-SITE DETENTION MAY BE REQUIRED.

LEGEND

- EXISTING CONCRETE PAVEMENT
- EXISTINGT CONCRETE PAVEMENT - FIRE LANE
- EXISTING OUTSIDE STORAGE (UNLIMITED)
- NEW PAVEMENT - PHASE 1 FIRE LANE
- PHASE 1 - CONCRETE PARKING AND DRIVEWAY
- PHASE 2 - CONCRETE PARKING AND DRIVEWAY
- PROPOSED PREMANUFACTURED BUILDING
- PROPOSED PREMANUFACTURED SHADE CANOPY

VICINITY MAP



SITE DATA SUMMARY TABLE - CASE NO. 220512-2

GENERAL SITE DATA				
ZONING	IN (INDUSTRIAL)			
EXISTING USE	RECYCLING AND SALVAGE YARD WITH OUTSIDE STORAGE			
LOT AREA (SQUARE FEET)	863,626			
LOT AREA (ACRES)	19.828			
BUILDINGS	**AREA (SF)**	**USE**	**#EMPLOYEES**	**HEIGHT FT+/-**
#1 STORY METAL- TOTAL 25,645 SF	1,500	OFFICE	4	27
	24,145	STORAGE	4	27
#2 ONE STORY CONC TILT	17,890	OFFICE	10	15
#3 STORY METAL	11,149	RECYCLING	4	20
#5 ONE STORY METAL	6,212	MANUFACTURING	2	30
#6 ONE STORY METAL	26,723	STORAGE	6	30
	26,723	DISTRIBUTION	2	30
#7 ONE STORY METAL	20,957	RECYCLING	3	38
	10,935	STORAGE	1	38
#9 ONE STORY METAL	2,920	STORAGE	1	12
#10 ONE STORY METAL	2,245	STORAGE	1	18
#11 ONE STORY FRAME MISC BUILDING	392	STORAGE	0	12 TO 18
#12 ONE STORY METAL MISC BUILDING	1,644	STORAGE	0	12 TO 18
ONE STORY METAL BUILDING	1,800	STORAGE	0	12 TO 18
OFFICE TRAILER	1,432	OFFICE	4	12 TO 18
PREFAB BUILDING 1	2,632	OFFICE	4	12 TO 18
PREFAB BUILDING 2	400	OFFICE	1	10 TO 12
PREFAB BUILDING 3	456	OFFICE	1	10 TO 12
SHADE CANOPY 1	4,950	STORAGE	1	30
SHADE CANOPY 2	4,900	STORAGE	1	30
SHADE CANOPY 3	4,965	STORAGE	1	30
TOTAL BUILDING AREAS	179,870		60	
OUTSIDE STORAGE	203,866			
		FUTURE EMPLOYEES	100 (TOTAL)	
LOT COVERAGE-BUILDING (%)	20%			
FLOOR AREA RATIO (2:1)	0.2			
PER GARLAND DEVELOPMENT CODE: TABLE 2-5 - NON RESIDENTIAL DISTRICT STANDARDS:				

1-2 STORIES MAX. HEIGHT FOR NOT ADJ./STREET (SIDE AND REAR): 30'-0" IN HEIGHT OR LESS.

MAX. BUILDING COVERAGE: 60%

MAX. FAR: 2:1

MAX. HEIGHT: ANY LEGAL HEIGHT SUBJECT TO YARD PROVISIONS.

PRE-SUBMITTAL CASE NUMBER: 220510-2	PRE-SUBMITTAL CASE NUMBER: 220510-2	GEOMET RECYCLING : HOURS OF OPERATION
PRE-SUBMITTAL FOR AN AMENDMENT TO PLANNED DEVELOPMENT (PD) DISTRICT 19-32 FOR INDUSTRIAL USES AND SPECIAL USE PROVISION. (SUP FOR A RECYCLING SALVAGE YARD (UNLIMITED OUTSIDE STORAGE), AND A DETAILED PLAN FOR A RECYCLING SALVAGE YARD (UNLIMITED OUTSIDE STORAGE) THE DETAILED PLAN AMENDMENT FOR THE EXISTING SUP RECYCLING SALVAGE YARD INCLUDES A PHASED PLAN IMPLEMENTING 3 INITIAL SHADE CANOPIES TO PROTECT OUTSIDE SALVAGE MATERIAL STORAGE AND EXISTING OPERATIONS; AND 3 PRE-FABRICATED STRUCTURES TO SUPPORT EXISTING OPERATIONS. FUTURE SHADE CANOPIES ARE SHOWN AS PART OF THE MASTER PLAN FOR THE EXISTING RECYCLING SALVAGE YARD AND WILL BE PERMITTED INDIVIDUALLY AS PART OF FUTURE PHASES.	CONTACT INFORMATION: OWNER: GARLAND STEEL INC. 312 S. INTERNATIONAL ROAD GARLAND, TX 75042 972.494.6000 APPLICANT: MIKEL SHECHT GEOMET RECYCLING 300 S. INTERNATIONAL ROAD. GARLAND, TX 75042 972.303.8849 PLAN PREPARER: JACK A. ROMIGH, AIA MJDII ARCHITECTS, INC. 16775 ADDISON ROAD, SUITE 310 ADDISON, TX 75001 972.630.8079	SUNDAY - SATURDAY: 7:00AM - 7:00PM *RECYCLING SALVAGE YARD IS ATTENDED ON-SITE DURING ALL HOURS OF BUSINESS OPERATION OR COLLECTION. **PROCESSING OF MATERIALS INCLUDES WEIGHING, SORTING FLATTENING, CRUSHING, SHREDDING, BUNDLING, AND PALLETIZING MATERIALS FOR SHIPMENT BY HAND OR BY MACHINE FOR PROCESSING OR PRELIMINARY CONVERSION BACK TO A RAW MATERIAL STATE.

PARKING TABULATION

PARKING REQUIRED	365	
OFFICE- 1/ 300 SF	81	
RECYCLING- 1/ EMPLOYEE	4	
STORAGE- INSIDE- 1/ 1000 SF	71	
STORAGE- OUTSIDE- 1/ 1000 SF	204	
GUEST PARKING	5	
PHASE 1 PROPOSED PARKING	80	
PHASE 2 PROPOSED PARKING	40	
EXISTING PARKING PROVIDED	**89 (APPROVED PER EXISTING PD)**	
HANDICAPPED PARKING REQUIRED	4	
HANDICAPPED PARKING PROVIDED	4	INCLUDED IN TOTAL

MJDII Architects, Inc.
Architecture • Planning • Consulting
16775 Addison Road, Suite 310
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SUTHERLAND KING CONSULTING LLC
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4417 BELCLAIRE AVE.
DALLAS, TX 75205
214.208.0519

Seal:

ARCHITECT: JACK A. ROMIGH, AIA
TEXAS REGISTRATION: #11688
DATE: 27 JULY 2022

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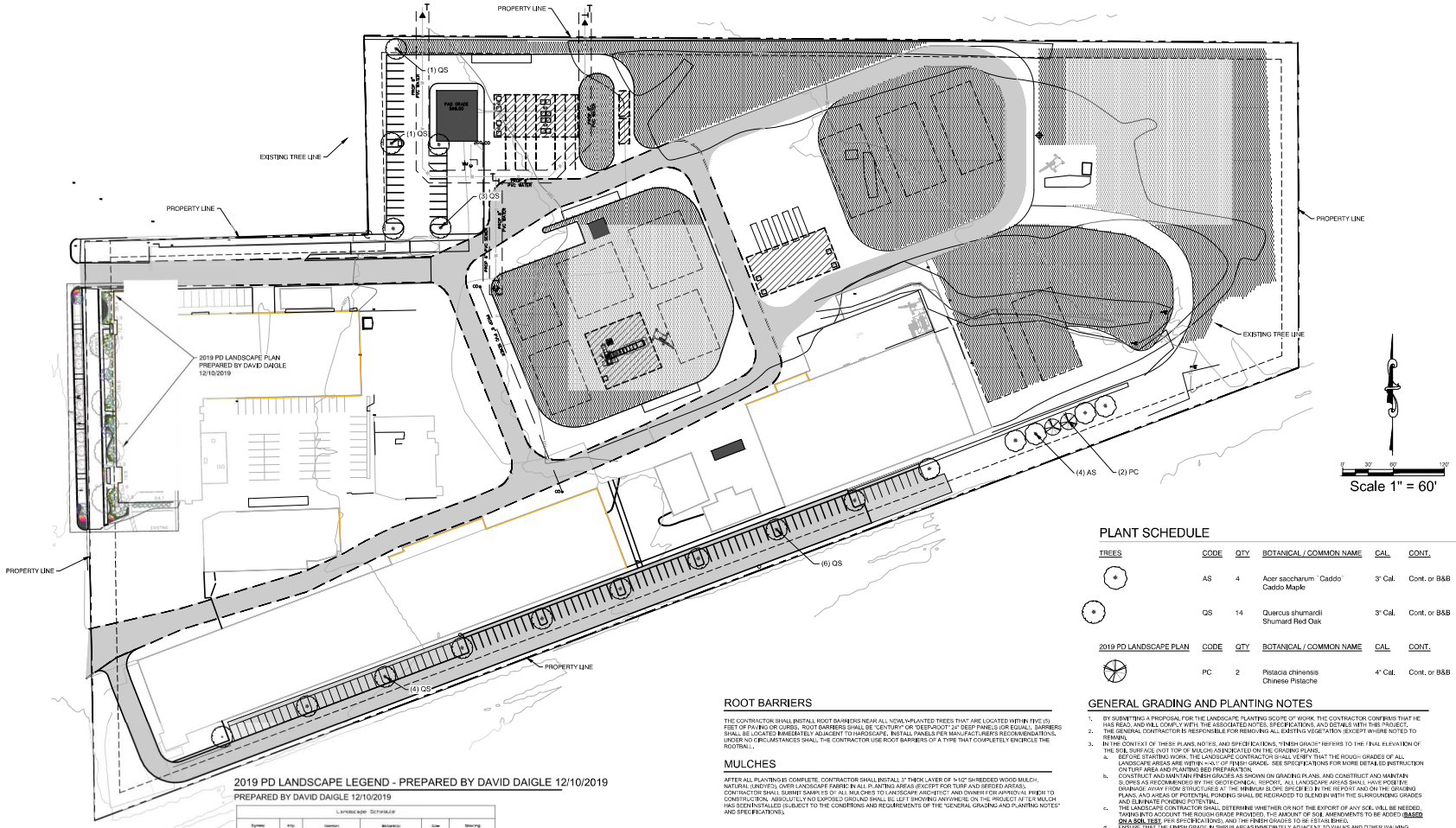
GEOMET RECYCLING
300 S International Rd
Garland, TX 75042
GEOMET RECYCLE MASTER PLAN

Drawn By:	SRW
Case Number:	220512-2
Date:	27 JULY 2022
Issue:	SITE PLAN SUBMITTAL
Approved By:	
Sheet Number:	

SP1.A
GEOMET RECYCLE
OVERALL SITE PLAN
PD - AMMENDMENT

CASE NO. 220512-2

EXHIBIT D



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CAL.	CONT.	SIZE
	AS	4	Acer saccharum `Caddo` Caddo Maple	3" Cal.	Cont. or B&B	12`-14` HT
	QS	14	Quercus shumardii Shumard Red Oak	3" Cal.	Cont. or B&B	12`-14` HT

2019 PD LANDSCAPE PLAN	CODE	QTY	BOTANICAL / COMMON NAME	CAL.	CONT.	SIZE
	PC	2	Pistacia chinensis Chinese Pistache	4" Cal.	Cont. or B&B	12`-14` HT

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURERS RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENGIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
   a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
   b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
   c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST** PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
   d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS IS 2" BELOW THE ADJACENT FINISH SURFACE. IN ORDER TO ALLOW FOR PROPER MULCH DEPTH, TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
   a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES. PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
   b. **NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.** IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
   c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE, PRIOR TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

2019 PD LANDSCAPE LEGEND - PREPARED BY DAVID DAIGLE 12/10/2019

PREPARED BY DAVID DAIGLE 12/10/2019

Landscape Schedule

Symbol	Key	Common	Botanical	Size	Spacing
		Live Oak	Quercus virginiana	4 Cal.	As Shown
		Chinese Pistache	Pistacia chinensis	4" Cal.	As Shown
		Vitex	Vitex agnus-castus	30 Gal.	As Shown
		Crape Myrtle	Lagerstroemia	30 Gal.	As Shown
		Cleveland Tangerine Holly	Ilex vomitoria	45 Gal.	As Shown
		N.S. Indian Hawthorn	Rhaphiolepis x fisardii	30 Gal.	As Shown
		Needle Point Holly	Ilex cornuta	7 Gal.	As Shown
		Dwarf Nandina	Nandina domestica 'Gulfstream'	3 Gal.	As Shown
		Gulf Gleaming Abelia	Abelia x grandiflora 'Edward Goucher'	3 Gal.	As Shown
		Shamrock Abelia	Abelia x grandiflora 'Shamrock'	3 Gal.	As Shown
		Anthony Waterer Spirea	Spiraea japonica 'Anthony Waterer'	3 Gal.	As Shown
		Giant Liriope	Liriope muscari	1 Gal.	As Shown

EVERGREEN DESIGN GROUP
(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com

REGISTERED LANDSCAPE ARCHITECT
ERIC M. SHEARER
3537
STATE OF TEXAS
08-23-2022

Owner

Project Name
Geomet
300 S. Industrial Road
Garland, TX

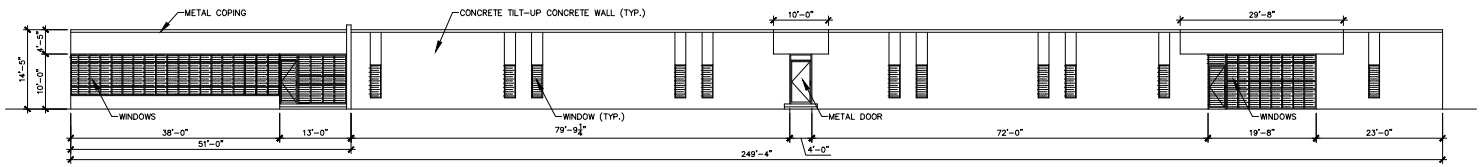
CONCEPT LANDSCAPE PLANTING

Date	Comment

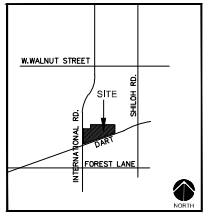
Project Number	
Date	07/26/2022
Drawn By	EMS
Checked By	EMS/RM

LP-1

EXHIBIT E



1 **WEST ELEVATION** **(EXISTING BUILDING)**
SCALE: 3/32"=1'-0"



VICINITY MAP
N.T.S.

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Addison, Texas 75001
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Seal:

ARCHITECT: MICHAEL JACK A. ROMISH, AIA
TEXAS REGISTRATION: #11925
DATE: 27 JULY 2022

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GEOMET RECYCLING

300 S International Rd
Garland, TX 75042
GEOMET RECYCLE
MASTER PLAN

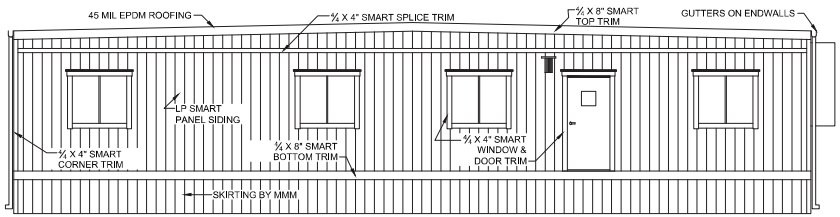
Drawn By:	SRW
Project Number:	2022-0002-01
Date:	27 JULY 2022
Issue:	SITE PLAN SUBMITTAL
Approved By:	

Sheet Number:

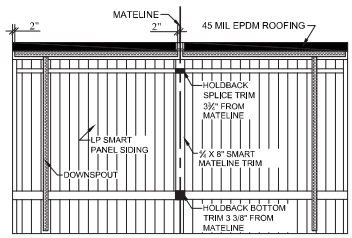
A3.00

CASE NO. 220512-2
EXISTING BUILDING
ELEVATION

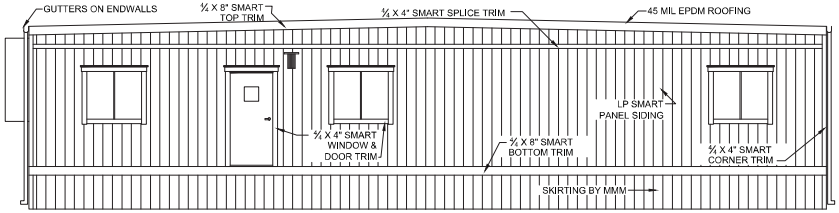
EXHIBIT E



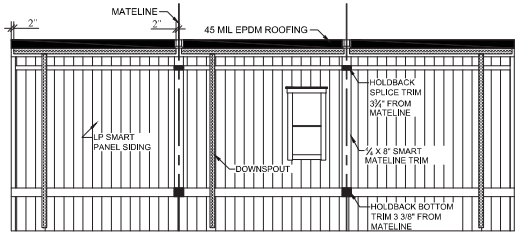
1 ELEVATION - LEFT SIDE UNIT
3/16" = 1'-0"



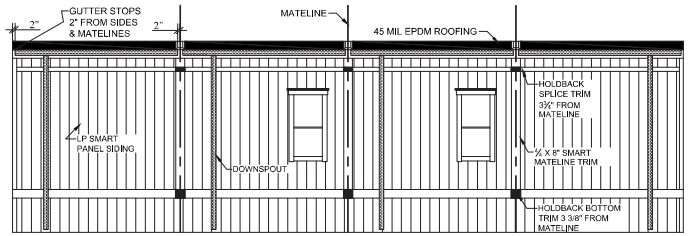
2 ENDWALL ELEVATION - 2 UNITS
3/16" = 1'-0"



3 ELEVATION - RIGHT SIDE UNIT
3/16" = 1'-0"



4 ENDWALL ELEVATION - 3 UNITS
3/16" = 1'-0"



5 ENDWALL ELEVATION - 4 UNITS
3/16" = 1'-0"

Texas Industrialized Building Code Council

IBC ☑ IRC ☐

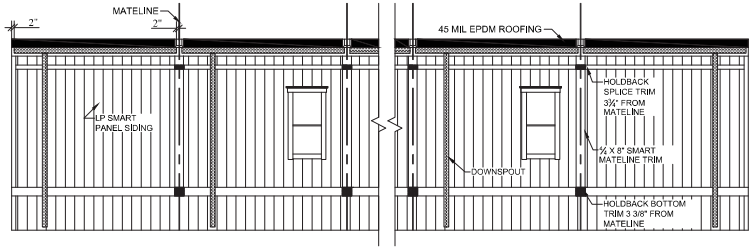
Approval Date: 2/15/13

APPROVED

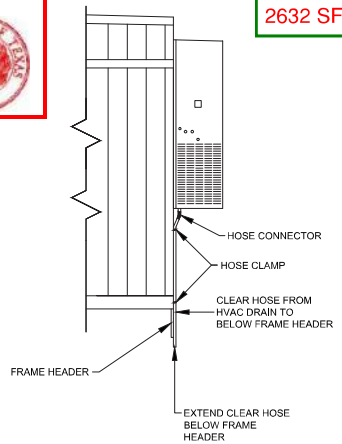
PFS CORPORATION

IHDRA- 7

PREFABRICATED BUILDING
1 (NORTH) PREFAB BUILDING FOR OFFICE.
2632 SF.



6 ENDWALL ELEVATION - MORE THAN 4 UNITS
3/16" = 1'-0"



7 HVAC DRAIN HOSE DETAIL
3/16" = 1'-0"

TEXAS
STATE OF TEXAS
R. MARK STEELE
80961
LICENSED
PROFESSIONAL ENGINEER
FEB 1 2013

INDICOM BUILDINGS, INC.
INDUSTRIALIZED COMMERCIAL BUILDINGS
721 N. BURLESON BLVD - BURLESON, TX 76028
817-447-1213 FAX 817-447-2751

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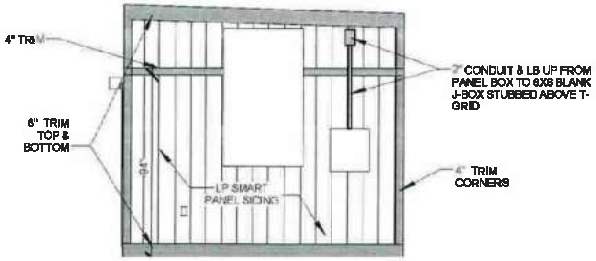
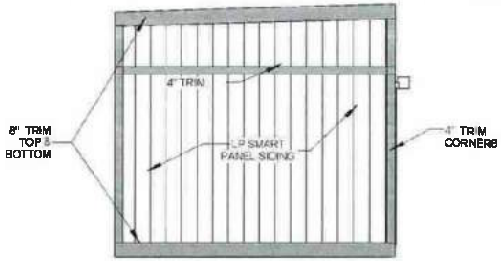
DEALER: MOBILE MODULAR MANAGEMENT
HOUSTON, TX
PROJECT: VARIABLE UNIT COMPLEX
M-PLEX
PROJECT NUMBER: ----

SCALE: AS NOTED
PLOT DATE: 2/8/2013
SALESMAN: RL
DRAWN BY: ----
STATES: TXLAOKARMS
SERIAL NUMBERS: ----
REVISIONS:

BRITCO STRUCTURES USA LLC
1101 FOUNDATION DRIVE WACO,TX 76708



Texas Industrialized Building Code Council
IBC ☑ IRC ☐
Approval Date: 11/3/15
APPROVED
PFS CORPORATION
IHDRA- 7

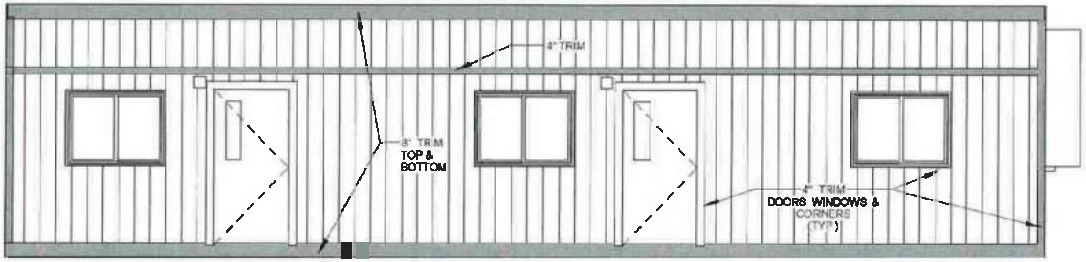


1 WEST ELEVATION
3/16" = 1'-0"

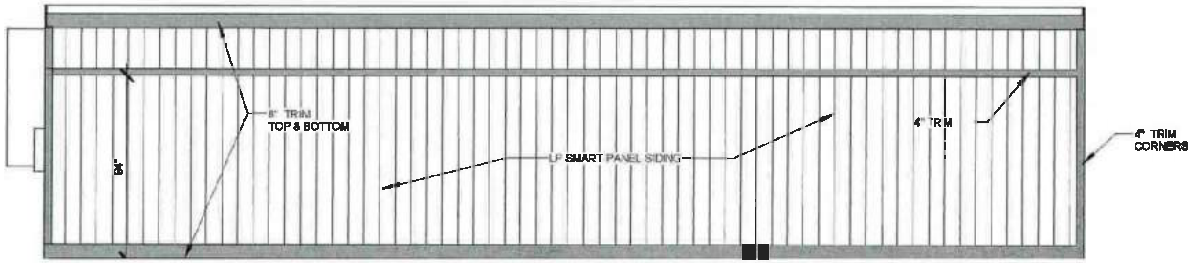
2 EAST ELEVATION
3/16" = 1'-0"

PREFABRICATED BUILDING 3 (SOUTH) PREFAB BUILDING FOR OFFICE. 456 SF.

PREFABRICATED BUILDING 2 (SIMILAR, EXISTING INSIDE MAIN BUILDING 1) PREFAB BUILDING FOR OFFICE. 130 SF.



3 NORTH ELEVATION
3/16" = 1'-0"



4 SOUTH ELEVATION
3/16" = 1'-0"

STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER

EXHIBIT E

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1101 Foundation Dr., Waco, TX 76712
Tel: (254) 741-5401

DATE:	13OCT2015
SCALE:	3/16" = 1'-0"
DRAWN BY:	TNJ
CHECKER:	
Bid #:	715647

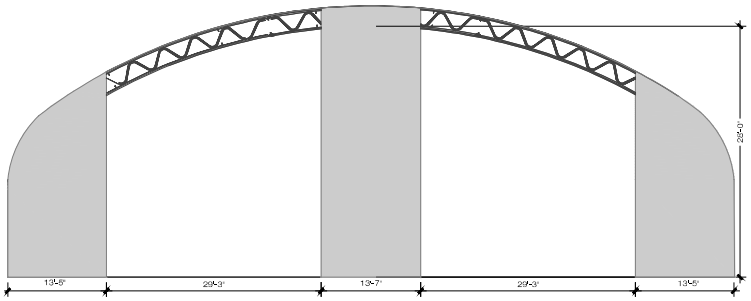
#	DESCRIPTION	BY	DATE
0	ISSUE FOR STATE REVIEW	TNJ	13OCT2015

PROJECT TITLE:
11'-9" X 44' WET SINGLE OFFICE - MOBILE MODULAR

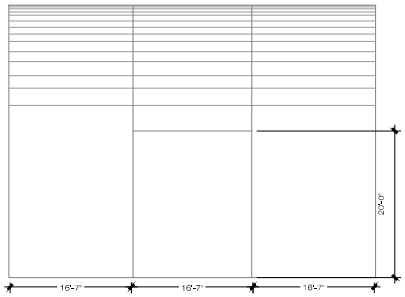
DRAWING TITLE:	PROJECT NO	SHEET NO.
ELEVATIONS	-02	D02

britco
BUILDING INNOVATION

EXHIBIT E



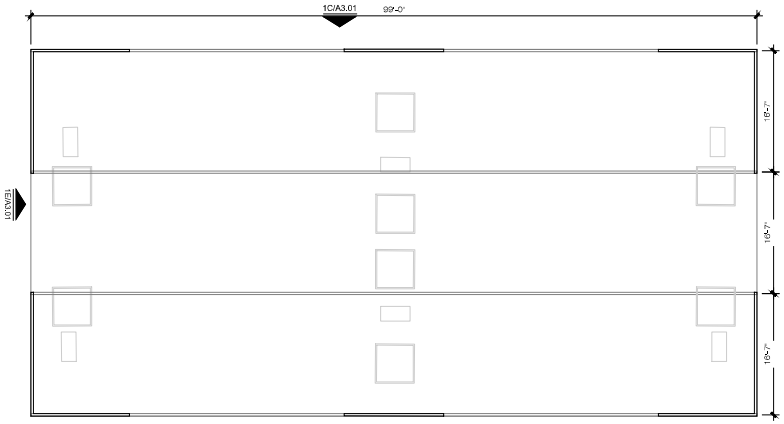
1C NORTH ELEVATION- SHADE CANOPY - 99' X 50' - SMALL SCALE SALVAGE - SHADE CANOPY NO.1
SCALE : 1/8" = 1'- 0"



1E WEST ELEVATION- SHAPE CANOPY - 99' X 50' - SMALL SCALE SALVAGE - SHADE CANOPY NO.1
SCALE : 1/8" = 1'- 0"

FORKLIFT DIMENSIONS

FORKLIFT MODEL NO. FG30N
- 8.92' X 4.19' X 7.11'
- MAX FORK HEIGHT: 10.88'
- TURNING RADIUS: 7.81'



1J PLAN- SHADE CANOPY - 99' X 50' - SMALL SCALE SALVAGE - SHADE CANOPY NO.1
SCALE : 1/8" = 1'- 0"

NORTH

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Architecture • Planning • Consulting
14777 Addison Road, Suite 310 Tel: (972) 490-9001
Addison, Texas 75001 Fax: (972) 980-9601

SUTHERLAND KING CONSULTING LLC
GRAYSON K. HUGHES
4417 BELCLAIRE AVE.
DALLAS, TX 75205
214.208.0519

Seal:

ARCHITECT: JACK A. ROMIGH, AIA
TEXAS REGISTRATION: #11688
DATE: 27 JULY 2022

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GEOMET RECYCLING

300 S International Rd
Garland, TX 75042
GEOMET RECYCLE MASTER PLAN

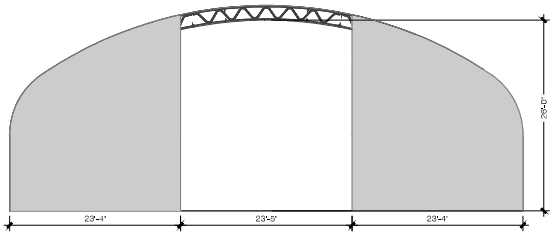
Drawn By:	ACS
Case Number:	220512-2
Date:	27 JULY 2022
Issue:	SITE PLAN SUBMITTAL
Approved By:	

Sheet Number:

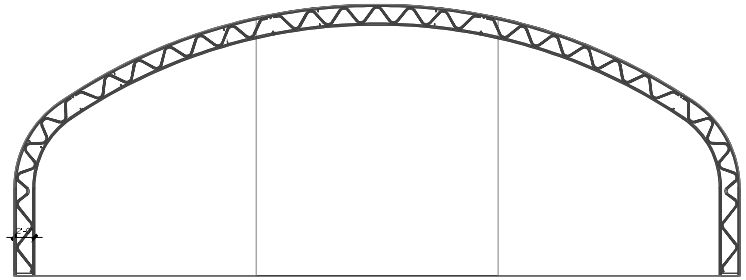
A3.01A
GEOMET RECYCLE
SHADE CANOPY
PLANS AND ELEVATIONS

CASE NO. 220512-2

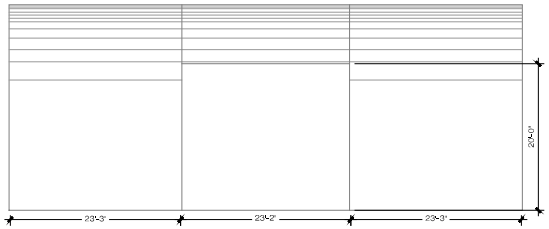
EXHIBIT E



1C WEST ELEVATION- SHADE CANOPY - 70' X 70' - BALER - SHADE CANOPY NO.2
SCALE : 1/8" = 1'- 0"



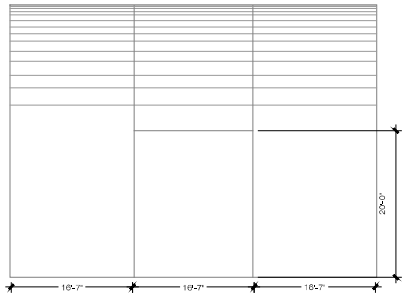
6C NORTH ELEVATION- SHADE CANOPY - 99' X 50' - SHADE CANOPY NO.3
SCALE : 1/8" = 1'- 0"



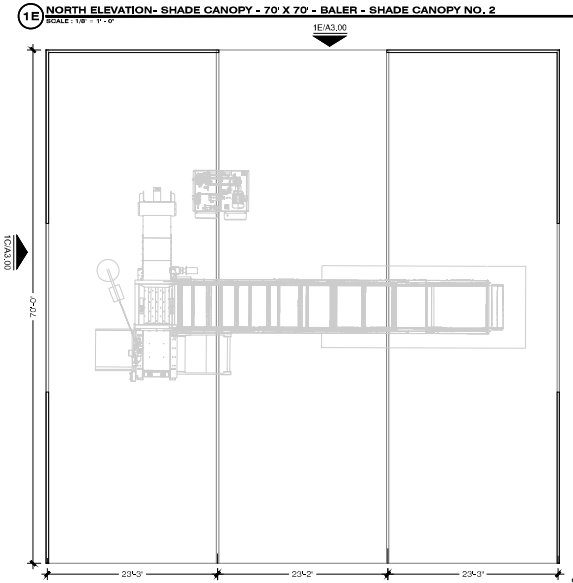
1E NORTH ELEVATION- SHADE CANOPY - 70' X 70' - BALER - SHADE CANOPY NO. 2
SCALE : 1/8" = 1'- 0"

FORKLIFT DIMENSIONS

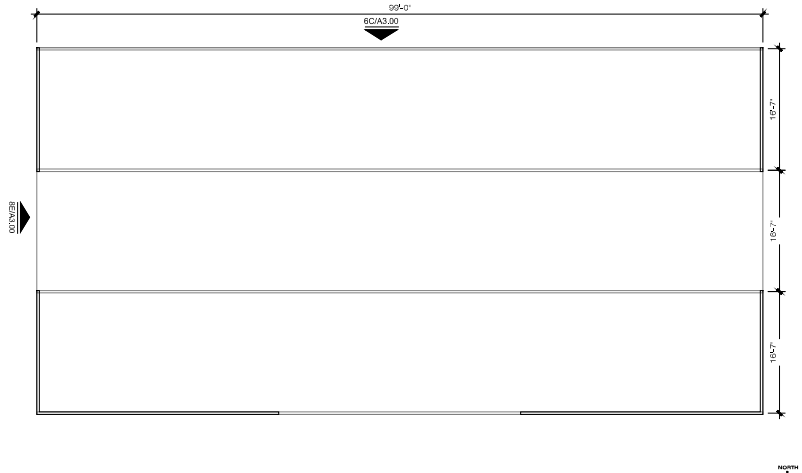
FORKLIFT MODEL NO. FG30N
- 8.69' X 4.19' X 7.11'
- MAX FORK HIGE=(1 10.88'
- TURNING RADIUS: 7.81'



8E WEST ELEVATION- SHAPE CANOPY - 99' X 50' - SHADE CANOPY NO.3
SCALE : 1/8" = 1'- 0"



1J PLAN- SHADE CANOPY - 70' X 70' - BALER - SHADE CANOPY NO.2
SCALE : 1/8" = 1'- 0"



6J PLAN- SHADE CANOPY - 99' X 50' - SHIPPING/RECEIVING - SHADE CANOPY NO.3
SCALE : 1/8" = 1'- 0"

MJDII Architects, Inc.
Architecture • Planning • Consulting
5225 Addison Road, Suite 310
Addison, Texas 75001
Tel: (972) 490-9900
Fax: (972) 980-9901

SUTHERLAND KING CONSULTING LLC
GRAYSON K. HUGHES
4417 BELCLAIRE AVE.
DALLAS, TX 75205
214.208.0519

Seal:

ARCHITECT: JACK A. ROMIGH, AIA
TEXAS REGISTRATION: #11688
DATE: 27 JULY 2022

THESE DOCUMENTS ARE PRELIMINARY AND NOT INTENDED FOR BIDDING, PERMIT OR CONSTRUCTION PURPOSES.

THE TITLE BLOCK, LOGO, AND SPECIAL CHARACTERS HAS A PROJECTION OVER DOCUMENTS REGARDING THE PROPERTY, PROJECT, OR SITE. THE ARCHITECT HAS SECURED CONTRACTS TO THE SOLEMN CONTENT, DOCUMENTS, PLEASE BEWARE FOR CONTENTS AND ... www.mjdiinc.com

GEOMET RECYCLING

300 S International Rd
Garland, TX 75042
GEOMET RECYCLE MASTER PLAN

Drawn By:	ACS
Case Number:	220512-2
Date:	27 JULY 2022
Issue:	SITE PLAN SUBMITTAL
Approved By:	

Sheet Number:

A3.01B
GEOMET RECYCLE
SHADE CANOPY
PLANS AND ELEVATIONS

CASE NO. 220512-2

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **3. d.**

Meeting Date: 10/18/2022

Item Title: Z 22-45 Kehinde Omo-Iyamu (District 5)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 22-45 Kehinde Omo-Iyamu

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 22-45 Ordinance

Z 22-45 Exhibit A

ZONING FILE NO. Z 22-45

ORDINANCE NO._____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A CHANGE IN ZONING FROM NEIGHBORHOOD OFFICE (NO) DISTRICT TO COMMUNITY RETAIL (CR) DISTRICT ON A 0.482-ACRE TRACT OF LAND LOCATED AT 2940 BROADWAY BOULEVARD AND 2955 DAIRY ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 12th day of September, 2022, the Plan Commission did consider and make recommendations on a certain request for a Change in Zoning request from Neighborhood Office (NO) District to Community Retail (CR) District made by **Kehinde Omo-Iyamu**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving a Change in Zoning from Neighborhood Office (NO) District to Community Retail (CR) District on a 0.482-acre tract of land located at 2940 Broadway Boulevard and 2955 Dairy Road and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code.

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

NOTICE OF CONDITIONS OF COMPLIANCE: Notwithstanding the provisions of any other ordinance of the City, the full, complete, and continuing compliance with all the conditions, restrictions, and regulations of this Ordinance is a condition to the issuance and continuation of any permit, approval, authorization or consent by the City, including without limitation the issuance or continuation of any certificate of occupancy for any building or structure located on any portion of the property described in Exhibit A. All promises, representations, obligations and undertakings made or assumed by the applicant to the City Council at any public presentation in connection with the granting of this Ordinance are hereby incorporated into and made a part of this Ordinance as if expressly set forth herein at length. No substantial deviation from any material portion of the conditions, restrictions, and regulations contained within this Ordinance are allowed except as may be provided by the City Council after a public hearing.

Section 5

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 6

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 7

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

PASSED AND APPROVED this_____ day of _____, 2022.

FILE NO. Z 22-45

THE CITY OF GARLAND, TEXAS

By:

_____
Mayor

ATTEST:

_____
City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 22-45

Property Description
2940 Broadway Blvd., Garland, TX 75041 / 2955 Dairy Road, Garland, TX 75041

STATE OF TEXAS
COUNTY OF DALLAS

Being a tract of land situated in the J. Mils Survey, Abstract No. 591, City of Garland, Dallas County, Texas, being all of Lot 1, Block 35, of Monica Park No. 8, an addition to the City of Garland, Dallas County, Texas, according to the map thereof recorded in Volume 72250, Page 1556, Map Records, Dallas County, Texas and being all of a 0.12 acre tract of land conveyed to Emmanuel Osare Omo-Iyamu and Felicia E. Omo-Iyamu by deed recorded in Instrument No. 202200111281, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

Beginning at a point for the south corner of said Lot 1 and being at the intersection of the northwest right-of-way line of Dairy Road (variable width right-of-way) and the northeast right-of-way line of Broadway Boulevard (100’ R.O.W.);

Thence, North 44°23’00” West, along the northeast right-of-way line of Broadway Boulevard (100’ R.O.W.) and the southwest line of said Lot 1, a distance of 125.00 feet to the west corner of said Lot 1 and the most westerly south corner of a 1.186 acre tract of land conveyed to James W. Moore by deed recorded in Volume 87206, Page 2161, Deed Records, Dallas County, Texas;

Thence, North 45°37’00” East, along the northwest line of said Lot 1, the northwest line of said 0.12 acre tract and a southeast line of said 1.186 acre tract, a distance of 168.00 feet to a point for the north corner of said 0.12 acre tract and a re-entrant corner of said 1.186 acre tract;

Thence, South 44°23’00” East, along the northeast line of said 0.12 acre tract and a southwest line of said 1.186 acre tract, a distance of 123.81 feet to a point for the east corner of said 0.12 acre tract, the most easterly south corner of said 1.186 acre tract, on the northwest right-of-way line of Dairy Road (variable width right-of-way) and being in a curve to the right with a radius of 437.46 feet, a delta of 04°12’38” and a chord bearing South 43°29’41” West, 32.14 feet;

Thence, southwesterly, along the northwest right-of-way line of Dairy Road (variable width right-of-way), the southeast line of said 0.12 acre tract and said curve to the right, an arc distance of 32.15 feet to a point for the end of said curve;

Thence, South 45°37’00” West, along the northwest right-of-way line of Dairy Road (variable width right-of-way), the southeast line of said 0.12 acre tract and the southeast line of said Lot 1, a distance of 135.88 feet to the Point of Beginning and containing 20,987 square feet or 0.482 acres of land.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **3. e.**

Meeting Date: 10/18/2022

Item Title: Z 22-49 Scout Cold Logistics, LLC (District 5)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 22-49 Scout Cold Logistics, LLC

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 22-49 Ordinance

Z 22-49 Exhibit A

Z 22-49 Exhibit B

Z 22-49 Exhibit C

ZONING FILE NO. Z 22-49

ORDINANCE NO._____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PROVISION FOR A FOOD PROCESSING & STORAGE USE ON A 9.789-ACRE TRACT OF LAND ZONED INDUSTRIAL (IN) DISTRICT AND LOCATED AT 2610 MCCREE ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 12th day of September, 2022, the Plan Commission did consider and make recommendations on a certain request for a Specific Use Provision for a Food Processing & Storage Use made by **Scout Cold Logistics, LLC**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving a Specific Use Provision for a Food Processing & Storage Use on a 9.789-acre tract of land zoned Industrial (IN) District and located at 2610 McCree Road and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code.

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

NOTICE OF CONDITIONS OF COMPLIANCE: Notwithstanding the provisions of any other ordinance of the City, the full, complete, and continuing compliance with all the conditions, restrictions, and regulations of this Ordinance is a condition to the issuance and continuation of any permit, approval, authorization or consent by the City, including without limitation the issuance or continuation of any certificate of occupancy for any building or structure located on any portion of the property described in Exhibit A. All promises, representations, obligations and undertakings made or assumed by the applicant to the City Council at any public presentation in connection with the granting of this Ordinance are hereby incorporated into and made a part of this Ordinance as if expressly set forth herein at length. No substantial deviation from any material portion of the conditions, restrictions, and regulations contained within this Ordinance are allowed except as may be provided by the City Council after a public hearing.

Section 5

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 6

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 7

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

PASSED AND APPROVED this_____ day of _____, 2022.

THE CITY OF GARLAND, TEXAS

FILE NO. Z 22-49

By:

_____
Mayor

ATTEST:

_____
City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 22-49

Being Lot 2, Block 1, of McCree Industrial District Addition Replat of Tract II, an addition to the City of Garland, Texas, according to the plat thereof, recorded in County Clerk Instrument No. 201400250227, of the Official Public Records of Dallas County, Texas, and containing a computed area of 9.789 acres of land, more or less.

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 22-49

2610 McCree Road

I. **Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Food Processing & Storage Use.

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 Industrial (IN) District as set forth in Chapter 2 of the Garland Development Code Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. **Abandonment:** In the event the land use for which this Specific Use Provision was granted ("Land Use") is abandoned, the SUP and all rights to the Land Use are automatically terminated, and the premises must be used in conformance with the PD, GDC, federal, and state law.

For the purposes of this Specific Use Provision, Abandonment is any of the following acts:

A. A failure to apply for a site or building permit on the premises, where applicable, within 180 days of the effective date of this SUP;

B. A failure to obtain a certificate of occupancy for the Land use within 730 days of the effective date of this SUP;

C. A failure to commence operating the Land Use on the premises within 90 days of receiving a final certificate of occupancy for the Land Use;

D. Discontinuance of the Land Use for a period of 180 days;

E. Applying for, and receiving, a new Certificate of Occupancy for a use other than the Land Use; or

F. Operating a use on the premises, whether as a primary or secondary use, that is not allowed within the PD District, by the GDC, or by state or federal law.

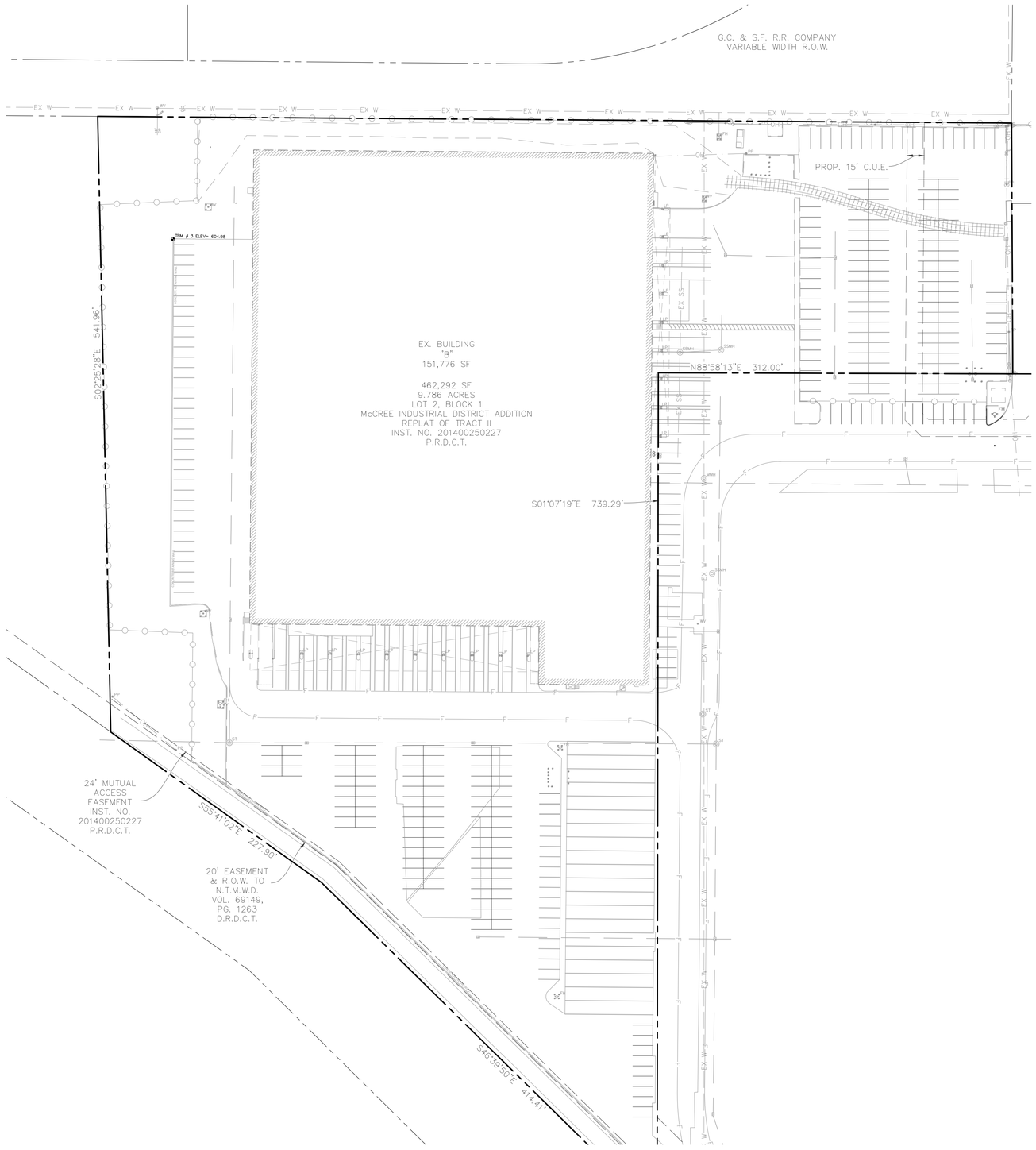
The termination of utilities on the premises for a period of 180 calendar days is prima facie evidence of abandonment and the owner shall have the burden to prove that the Land Use has not been abandoned.

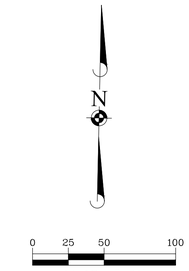
V. Specific Regulations:

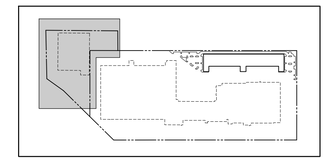
A. Time Period: The Specific Use Provision shall be valid for twenty (20) years.

B. Food Processing & Storage: The Food Processing & Storage Use shall generally conform to the site plan shown in Exhibit C.

EXHIBIT B







KEY MAP
N.T.S.

CITY OF GARLAND BENCHMARKS

BM–1: CITY OF GARLAND GEODETIC MONUMENT NO. 452: 2 INCH BRASS DISK STAMPED "#452" SET IN A CONCRETE DRAINAGE STRUCTURE LOCATED AT THE SOUTHEAST CORNER OF S. GARLAND ROAD & S. SHILOH ROAD; BEING NORTHEAST OF THE END OF MCCREE ROAD.

ELEVATION = 582.72'

BM–2: CITY OF GARLAND GEODETIC MONUMENT NO. 453: 2 INCH BRASS DISK STAMPED "#453" SET IN A CONCRETE CURB INLET LOCATED AT THE SOUTHWEST CORNER OF KINGSLEY ROAD AND S. SHILOH ROAD.

ELEVATION = 580.72'

SURVEY CONTROL BENCHMARKS

TBM–1: SQUARE CUT W/"X" SET ON THE NORTH CENTER OF A CURB INLET LOCATED ±4,620 FEET SOUTHEAST OF THE CENTER OF THE INTERSECTION OF JUPITER ROAD AND KINGSLEY ROAD, ±2,250 FEET SOUTHWEST FROM THE CENTER OF THE INTERSECTION OF S. SHILOH ROAD AND OAKLAND STREET AND ±1,580 FEET WEST FROM THE CENTER OF THE INTERSECTION OF S. GARLAND AVENUE AND MCCREE ROAD.

ELEVATION = 597.12'

TBM–2: SQUARE CUT W/"X" SET ON THE SOUTHEAST CORNER OF A CONCRETE VAULT, LOCATED ±1,095 FEET SOUTHWEST FROM THE CENTER OF THE INTERSECTION OF S. SHILOH ROAD AND OAKLAND STREET AND ±215 FEET NORTHEAST OF THE NORTHEAST BUILDING CORNER OF 2600 MCCREE ROAD.

ELEVATION = 597.70'

TBM–3: SQUARE CUT W/"X" SET ON TOP OF CURB LOCATED ±2,445 FEET SOUTHEAST OF THE CENTER OF THE INTERSECTION OF KINGSLEY ROAD AND JUPITER ROAD, ±3,630 FEET NORTHWEST OF THE CENTER OF THE INTERSECTION OF S. GARLAND AVENUE AND MCCREE ROAD, AND ±110 FEET SOUTHWEST OF NORTHWEST BUILDING CORNER OF 2610 MCCREE ROAD.

ELEVATION = 604.98'

DATE	REVISIONS	DRAWN BY

Manhard CONSULTING
12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph:972.972.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Wastewater Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers and Land Surveyors Registration No. F-21732

DALLAS FOOD CENTER

2550 MCCREE ROAD, LOT 1-R & LOT 2-R, BLOCK 1, GARLAND, TEXAS

PARKING EXHIBIT - BUILDING B

PROJ. MGR.: BJB
PROJ. ASSOC.: TRB
DRAWN BY: ANV
DATE: 08/24/2022

SHEET
EX

611.065001.00

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CASE NUMBER: 210302-3

EXHIBIT C

Dwg Name: P:\611.065 Work Missions\001 Dallas Food Center\dwg\Exhibits\2022-08-26 Parking Exhibit\PARKING PLAN - BUILDING B.dwg Updated By: AVillarreal
08/26/22

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **3. f.**

Meeting Date: 10/18/2022

Item Title: Interlocal Agreement and Payment Authorization for Multi-Disciplinary Behavioral Health Response Team

Submitted By: Mistie Gardner, Emergency Management Director

Summary of Request/Problem

In September 2021, the Garland Health Department entered into an Interlocal Agreement with Dallas County Hospital District d/b/a Parkland Health & Hospital System ("Parkland") for the purpose of providing social work services through Garland Health for all city departments to find long-term solutions to unique citizen needs. The goal is to work with residents who are typically under-served or who normally do not have access to programs and resources. The program has been incredibly successful in helping meet community needs identified by many departments; but to date the service is most often utilized by Fire/EMS, Police, Emergency Management and Code. If personnel from a Garland department identify a citizen who has a unique resource need outside of the department's scope, those cases can be referred to the social worker who will work directly with the citizen to find resources, work through complicated systems like Medicare/Medicaid, obtain appropriate long-term placement for health issues, etc. The main focus of the program is to find and facilitate long-term solutions to unique needs in the community in order to provide the best possible outcome for residents.

Recommendation/Action Requested and Justification

The Garland Health Department requests Council to approve the Interlocal Agreement Second Amendment to fund the Multi-Disciplinary Behavioral Health Response Team in order to continue providing social work support for all Garland residents. The total cost of the program is $125,832, paid in monthly increments throughout the program term starting October 1, 2022, and ending September 30, 2023.

Attachments

2nd Amendment to Interlocal Agreement

Original Interlocal Agreement executed 2021

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

This Second Amendment is entered into by and between The City of Garland, Texas ("City") and the Dallas County Hospital District d/b/a Parkland Health, formerly Parkland Health & Hospital System ("Parkland").

WHEREAS Parkland and City are parties to that certain Interlocal Agreement, which was dated to be effective as of October 1, 2021, (the "Agreement"); and

WHEREAS the Agreement was amended pursuant to agreement of the parties via an Amendment to Interlocal Agreement, which was dated to be effective as of October 1, 2021 (the "Amendment"); and

WHEREAS Parkland and City wish to further amend such Agreement in the manner which is more fully set forth below; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Parkland and City hereby agree as follows:

1. The term of the Agreement shall be extended for an additional twelve (12) month period, through September 30, 2023.

2. Total payments by the CITY during the term October 1, 2022 through September 30, 2023 shall be One Hundred Twenty-Five Thousand Eight Hundred Thirty0Two Dollars ($125,832). Payments shall be made in twelve (12) monthly payments in the amount of Ten Thousand Four Hundred Eighty-Six Dollars ($10,486) and shall be made payable within thirty (30) days of receipt of invoice.

3. This Second Amendment is effective as of the 1st day of October 2022.

4. In the event the grant(s) funding this Program are not renewed and/or state or federal funds are not made available to fund this Program, the City may terminate the Program effective June 30, 2023, by giving Parkland ninety (90) days' notice;

5. Except as modified by this Second Amendment, the Agreement remains in full force and effect.

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

Dallas County Hospital District d/b/a Parkland Health	**The City of Garland, Texas**
By: _____	By: _____
Name: Richard Humphrey	Name: _____
Title: EVP & Chief Financial Officer	Title: _____
Date: _____	Date: _____

AMENDMENT TO INTERLOCAL AGREEMENT

This Amendment is entered into by and between The City of Garland, Texas ("City") and the Dallas County Hospital District d/b/a Parkland Health & Hospital System ("Parkland").

WHEREAS, Parkland and City are parties to that certain Interlocal Agreement, which was dated to be effective as of October 1, 2021, (the "Agreement"); and

WHEREAS, Parkland and City wish to amend such Agreement in the manner which is more fully set forth below; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Parkland and City hereby agree as follows:

1. Section V, PAYMENT, is amended and restated in its entirety as follows:

   5.01 The Agreement's initial term is one (1) year. Total payments by the CITY during the Agreement's initial term shall be One hundred twenty-one thousand seven hundred forty-seven dollars ($121,747). Payments shall be made in eleven (11) monthly payments in the amount of $10,145.58, and one (1) final monthly payment in the amount of $10,145.62 and shall be within thirty (30) days of receipt of invoice.

   5.02 Upon renewal, CITY shall pay PARKLAND the mutually agreed upon renewal fee within sixty (60) days of both parties' executing the notice of intent to renew.

2. This Amendment is effective as of the 1st day of October 2021.

3. Except as modified by this Amendment, the Agreement remains in full force and effect.

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

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

By: Richard Humphrey
Richard Humphrey (Nov 1, 2021 08:38 CDT)

Name: Richard Humphrey

Title: EVP & Chief Financial Officer

Date: Nov 1, 2021

The City of Garland, Texas

By: D Beeler

Name: Diana Beeler

Title: Health Director

Date: 11/11/21

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **4.**

Meeting Date: 10/18/2022

Item Title: Wall Street Parking Restrictions

Submitted By: Paul Luedtke, Transportation Director

Summary of Request/Problem

Large Trucks are blocking the roadway and entrance to Daisy and MAIPAI employees. The management of Daisy and MAIPAI have jointly requested these parking restrictions.

Recommendation/Action Requested and Justification

Prohibit parking on the south side of the North end of Wall Street from Leon Drive to the corner as shown on the attached exhibit and in the attached ordinance.

Attachments

Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 33, "TRANSPORTATION" OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SECTION 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

SECTION 1

That Subsection (A) of Section 33.48, "Prohibited at all times", of Article IV, "Stopping, Standing, and Parking", of Chapter 33, "Transportation", of the Code of Ordinances, City of Garland, Texas, is hereby amended to read in pertinent part as follows:

"**Section 33.48 Prohibited at all times.**

(A) When signs are erected, or curbs painted giving notice thereof, no person shall park a vehicle at any time upon any of the street or sides of streets or portions thereof hereafter enumerated:

Street	Extent	Side
12th Street	From Main Street to Avenue B	West
. . .		
Wall Street	Leon Road to 1120 feet east	South"

SECTION 2

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

SECTION 3

That Chapter 33 of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect

except as amended by this Ordinance.

SECTION 4

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

SECTION 5

That this Ordinance shall become and be effective on and after the date of adoption and publication in accordance with law.

PASSED AND APPROVED this the ____ day of _____, 2022.

THE CITY OF GARLAND, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **5.**

Meeting Date: 10/18/2022

Item Title: On-street Parking Prohibition for Automobile Uses Ordinance

Submitted By: Brian England, City Attorney

Summary of Request/Problem

The Development Services Committee discussed and deliberated an ordinance to prohibit on-street parking for automobile uses. This ordinance is intended to address complaints of citizens regarding automobile uses (i.e., major and minor car repair, car sales, etc.) using public rights-of-way for the storage and parking of customer vehicles. The City Council discussed this item at the October 10, 2022 Work Session.

Recommendation/Action Requested and Justification

Approve the ordinance prohibiting on-street parking for vehicles associated with automobile uses.

Attachments

On-street Parking Ordinance for Automobile Uses

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 2.52, "SPECIAL STANDARDS FOR CERTAIN USES," OF CHAPTER 2, "ZONING REGULATIONS," OF THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

Section 1

That Sec. 2.52 "Special Standards for Certain Uses," of Chapter 2, "Zoning Regulations," of the Garland Development Code of the City of Garland, Texas, is hereby amended *in part by addition* to read as follows:

"**Section 2.52 Special Standards for Certain Uses**

. . .

(H) <u>On-street Parking</u>. On-street parking within public rights-of-way is prohibited for any vehicle associated with Automotive uses. For the purposes of this Section, "associated" means a vehicle that is:

(i) owned or in the care, custody, or control of the Automotive use business;

(ii) owned, operated, or in the care, custody or control of a patron, guest, invitee, customer, agent, employee, or owner of the Automotive use business; or

(iii) owned, operated, or in the care, custody or control of any other person who is participating in commercial activity with an Automotive use business."

Section 2

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

Section 3

That Chapter 33, "Transportation," of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

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

Section 5

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

PASSED AND APPROVED this the ___ day of August, 2022.

CITY OF GARLAND, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

PUBLISHED:

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **6.**

Meeting Date: 10/18/2022

Item Title: 2022 Capital Improvement Program Budget Amendment No. 2

Submitted By: Allyson Bell Steadman, Budget Director

Summary of Request/Problem

At the October 10, 2022, Executive Session, Garland Power & Light (GP&L) briefed Council on a plan to install additional generating units at the Olinger Power Station. At the October 17, 2022, Work Session, Council reviewed a Policy Report recommending the amendment of the 2022 Capital Improvement Program (CIP). For Council's consideration is an ordinance amending the 2022 CIP to appropriate an additional $60,002,860 for the installation of new Olinger Power Station generation resources in the Electric Production Program.

Recommendation/Action Requested and Justification

Amend the 2022 Capital Improvement Program to increase the appropriation for the Electric Production Program by approving 2022 CIP Budget Amendment No. 2.

Attachments

Ordinance Amending 2022 CIP (Amendment No. 2)

Policy Report - 2022 CIP Budget Amendment No. 2

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2022 CAPITAL IMPROVEMENT PROGRAM ("2022 CIP AMENDMENT NO. 2"); PROVIDING FOR THE SUPPLEMENTAL APPROPRIATION OF FUNDS IN THE ELECTRIC PRODUCTION PROGRAM; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2022 Capital Improvement Program and appropriated the necessary funds for the improvements of the City; and

WHEREAS, the City Charter provides that the City Council may approve any amendments and supplements to the CIP Budget as deemed necessary in the public interest; and

WHEREAS, the City Council has reviewed and concurred with a Policy Report that establishes the need for changes to appropriations in the Electric Production Program;

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

Section 1

The City Council hereby authorizes and approves an amendment to the 2022 Capital Improvement Program in the amount of $60,002,860 for improvements to the Olinger Power Station.

Section 2

The City Council hereby amends Ordinance No. 7295 *in part* and by addition to read as follows:

> "Section 1 (N), adjusting appropriations of $60,002,860 for for improvements to the Olinger Power Station."

Section 3

That Ordinance No. 7295 of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

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

Section 5

This ordinance shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the 18th day of October, 2022.

CITY OF GARLAND, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

GARLAND
POLICY REPORT

City Council Work Session Agenda **Work Session Item . 0.**

Meeting Date: October 17, 2022
Item Title: 2022 Capital Improvement Program Budget Amendment No. 2
Submitted By: Allyson Bell Steadman, Budget Director
Strategic Focus Areas: Sound Governance and Finances

ISSUE

Amend the 2022 Capital Improvement Program (CIP) to appropriate $60,002,860 for the installation of new generation resources at the Olinger Power Station.

OPTIONS

(A) Approve CIP Budget Amendment No. 2 as proposed.
(B) Do not approve CIP Budget Amendment No. 2.

RECOMMENDATION

Option (A) - Approve CIP Budget Amendment No. 2 as proposed. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 18, 2022, Regular Meeting.

BACKGROUND

At the October 10, 2022, Executive Session, Garland Power & Light (GP&L) briefed Council on a plan to install additional generating units at the Olinger Power Station. Due to the age and increasing reliability issues of the existing GP&L natural gas-fired generation fleet, GP&L is requesting approval for the purchase and associated engineering, permitting, and construction of two (2) Dynamis DT35 Package Turbine Generators at the Olinger Power Station. These resources will provide a total of 69MW of quick-start generation capacity to the GP&L generation fleet to be used to serve the energy and ancillary services needs of GP&L customers. Approval of this CIP amendment would allow for an operational target date prior to the summer of 2024. The cost is anticipated to be $52,176,400 plus a 15% contingency of $7,826,460, for a total request of $60,002,860.

CONSIDERATION

Staff seeks the Council’s approval to increase Electric's 2022 CIP appropriation by $60,002,860. The City will issue Commercial Paper as expenditures are incurred in the Electric Production Program, and at a future date, Revenue Bonds will be issued to refinance the outstanding Commercial Paper.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **7.**

Meeting Date: 10/18/2022

Item Title: 2023 City Council Meeting Dates

Submitted By: Mitch Bates, Deputy City Manager

Summary of Request/Problem

At the October 10, 2022 Work Session, Council considered the meeting dates for the 2023 calendar year.

Recommendation/Action Requested and Justification

Approve a resolution adopting the 2023 City Council Work Session and Regular Session meeting dates.

Attachments

2023 Proposed CC Mtg. Schedule

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS ADOPTING AND APPROVING A SCHEDULE FOR CITY COUNCIL MEETINGS TO BE HELD IN THE CALENDAR YEAR 2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article III, Section 8 of the City Charter requires the City Council to prescribe by ordinance or resolution the time for its regular meetings;

WHEREAS, Sec. 10.14 of the Code of Ordinances provides that regular meetings of the City Council shall be held on the first and third Tuesdays of each month; and

WHEREAS, because some of the meeting dates as prescribed by Sec. 10.14 for the calendar year 2023 are impracticable due to conflicts with holidays, Council scheduling policies, and the like, those meetings must be rescheduled.

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

Section 1

That the City Council hereby approves the schedule of meetings as attached hereto and incorporated herein by reference as Exhibit A and listing dates for work sessions, special sessions, and regular meetings to be held in the calendar year 2023.

Section 2

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

PASSED AND APPROVED this the 18th day of October 2022.

CITY OF GARLAND, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

EXHIBIT A

2023 PROPOSED Council Meeting Dates
WORK AND REGULAR SESSIONS
CIP and BUDGET*

	Work Session	Regular Session
1.	Monday, January 9	Tuesday, January 10
2.	Tuesday, January 17	Tuesday, January 17
3.	Saturday, January 21 Special CIP Work Session*	
4.	Tuesday, January 24 Public Hearing / Special CIP Work Session*	
5.	Tuesday, January 31 Special CIP Work Session (If Needed)*	
6.	Monday, February 6	Tuesday, February 7
7.	Monday, February 20	Tuesday, February 21
8.	Monday, March 6	Tuesday, March 7
9.	Monday, March 20	Tuesday, March 21
10.	Monday, April 3	Tuesday, April 4
11.	Monday, April 17	Tuesday, April 18
12.	Monday, May 1	Tuesday, May 2
13.	Monday, May 15	Tuesday, May 16
14.	Monday, June 5	Tuesday, June 6
15.	Monday, June 19	Tuesday, June 20
16.	Monday, July 10	Tuesday, July 11
17.	Monday, July 17	Tuesday, July 18
18.	Monday, July 31	Tuesday, August 1
19.	Saturday, August 12 Special Budget Work Session*	
20.	Monday, August 14	Tuesday, August 15
21.	Tuesday, August 22 Public Hearing / Special Budget Work Session*	
22.	Tuesday, August 29 Special Budget Work Session (If Needed)*	
23.	Tuesday, September 5	Tuesday, September 5
24.	Monday, September 18	Tuesday, September 19
25.	Monday, October 9	Tuesday, October 10
26.	Monday, October 16	Tuesday, October 17

	Work Session	**Regular Session**
27.	Monday, November 6	Tuesday, November 7
28.	Monday, November 13	Tuesday, November 14
29.	Monday, December 4	Tuesday, December 5
30.	Monday, December 11	Tuesday, December 12

Note:
Monday meeting times will generally be 6:00 PM.
Tuesday meeting times will generally be 7:00 PM.
Saturday meeting times will be determined closer to the event.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **8.**

Meeting Date: 10/18/2022

Item Title: Vision Energy Consultants, Inc. Agreement

Submitted By: Darrell Cline, GP&L General Manager & CEO

Summary of Request/Problem

Vision Energy Consultants, Inc.'s President, Ray Schwertner, currently provides governmental affairs and management consulting services for Garland Power & Light (GP&L). The City's agreement with Vision Energy Consultants, Inc. expires this month. GP&L requests City Council approval of a new, one-year agreement with Vision Energy Consultants, Inc. for governmental affairs consulting services.

Recommendation/Action Requested and Justification

Approval of the new agreement with Vision Energy Consultants, Inc.

Attachments

Vision Energy Consultants, Inc. Agreement

CONSULTATION SERVICES RETAINER AGREEMENT

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

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

1. Scope of Services; Retention of Consultant. For the term of this Agreement, the City agrees to retain Consultant, and Consultant agrees to provide governmental affairs consulting services for and in relation to the City's interests in the electric industry and the operations of the City's electric department (Garland Power & Light), as more particularly described in the scope of services attached hereto as Exhibit A. Consultant shall provide such services and those incident services diligently, to the best of its abilities, and in the promotion of the best interests of the City. While Consultant retains the right to direct, control, and supervise its employees, it is intended by the parties that Ray Schwertner shall be the primary provider of services by Consultant to the City and, to that end, Consultant shall require of Ray Schwertner that his time and efforts be directed to the City. To the extent that Consultant intends to engage the services of Ray Schwertner to other work and not on behalf of the City, Consultant agrees to timely notify the Garland Power & Light General Manager prior to assigning Ray Schwertner to such other work. Such other work shall not include governmental affairs consulting or lobbying services without the express written consent of the City or conflict with the interests or positions of the City.

2. Compensation.

(A) City shall pay Consultant for the services of Consultant a flat rate fee in the amount of $12,500.00 per month. Consultant shall provide to the City Manager a monthly report of work, time expenditure, and expenses. Consultant shall invoice the City on a monthly basis for Consultant's services and expenses, as more particularly described below.

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

3. Records; Reports and Work Product; Billing.

(A) Consultant shall produce, maintain, and keep records of all work done by Consultant on behalf of the City. Unless otherwise approved in writing by the City, payment of expenses incurred by Consultant shall be based upon actual expenses, without mark-up, and shall be supported by receipts, vouchers or other acceptable proof of payment. The City may review, during business hours and upon reasonable notice, all records kept and maintained by Consultant in relation to this Agreement.

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

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

4. Status of Consultant; Indemnity.

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

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

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

(2) The supervision, direction, or control of work or work activities of City employees, or the determination of work methods or processes to be followed by City employees; or

(3) The execution of any agreements on behalf of the City, or in any other manner binding or committing financial or other resources of the City without written authorization from the City Manager.

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

(1) The performance of Consultant, its agents, employees, servants, and representatives under this Agreement, whether attributable solely to Consultant or jointly to and between Consultant and others, including any party indemnified herein and including liability arising from strict or other non-fault based liability;

(2) Any tax, fee, penalty, assessment or other cost in any manner related to or associated with the services performed by Consultant agents, employees and representatives under this Agreement.

5. <u>Term; Termination; Renewal</u>. This Agreement shall be effective for a term of one (1) year following the Effective Date as set forth above the signatures of the party. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. City agrees to pay Consultant for all services actually performed and for expenses actually incurred as of the day of termination provided that such services and expenses conform to the terms of this Agreement.

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

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

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

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

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

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

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

13. **Counterparts.** This Agreement 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.

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

any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of an independent contractor.

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

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

17. Confidentiality; Fiduciary Obligations.

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

(B) Consultant is providing its services and is receiving compensation for those services in a fiduciary capacity under this Agreement. Therefore, Consultant agrees that it shall not use Confidential Information for any purpose other than in furtherance of the purposes described in this Agreement; that is, in furtherance of its professional obligations and services to the City. Neither Consultant nor any of its employees shall be engaged in any competitive or conflicting activity nor shall Consultant or its employees accept any employment, enter into any agreement, or engage in any activity that could conflict with Consultant's fiduciary obligations to the City. Consultant shall exercise extreme care to avoid conflicts, unintended or otherwise, which may arise in the future. Consultant shall disclose any other dealings that Consultant may

have with others that in any manner relate to the activities, functions or operations of the City. Consultant agrees that during the term of this Agreement it will not hire, employee, retain or otherwise engage the services of any person who is, as of the Effective Date, an employee of the City.

18. State Law. Under Texas and federal law there are various requirements imposed on persons and organizations that interact with state officials, especially where services are provided in an attempt is made to influence legislation or contracts. Consultant will promptly inform the City when any such filings are necessary as they relate to such services and shall seek registration with respect to the services to be performed on the City's behalf. Consultant agrees to perform its obligations under this Agreement in compliance with all applicable federal, state, and local laws reporting requirements.

19. Texas Lobby Law and Reporting Requirements. Texas ethics law and rules adopted by the Texas Ethics Commission require the Consultant to report compensation or reimbursement paid to Consultant for the purpose of directly communicating with members of the legislative or executive branches of government. Texas Ethics Commission Rules provide that a registrant receiving compensation or reimbursement for purposes other than lobbying activities may reasonably determine the amount of compensation attributable to lobby activities and report only that amount.

20. Anti-Boycott Verification. Pursuant to Section 2271.002, Texas Government Code, to the extent this Agreement is a contract for goods or services, Consultant hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not Boycott Israel and, subject to or as otherwise required by applicable Federal law, Consultant agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code.

21. Prohibition on Contracts with Certain Companies. Consultant and the person or persons executing this Agreement on behalf of Consultant, or representing themselves as executing this Agreement on behalf of Consultant (collectively, the "Signing Entities"), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf

22. <u>Prohibition on Corporate Firearm Boycott.</u> Consultant certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, Consultant agrees that it will not discriminate, during the term of this Agreement, against a firearm entity or firearm trade association.

[Signature page follows]

EXECUTED this 1st day of November, 2022 (the "Effective Date").

CITY:	**CONSULTANT:**
CITY OF GARLAND, TEXAS	**VISION ENERGY CONSULTANT, INC.**
_____	_____
Bryan Bradford City Manager	Ray Schwertner President

ADDRESS FOR NOTICE:

CITY	**CONSULTANT**
City of Garland 200 N. Fifth Street P.O. Box 469002 Garland, Texas 75046-9002	Vision Energy Consultants, Inc. 304 Marquesa Tail Georgetown, Texas 78633
Attn: City Manager	Attn: Ray Schwertner, President

With a copy to:

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

Exhibit A
Scope of Work

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

Very High Priority

- Provide strategic advice and information to City Manager and Garland Power and Light ("GP&L") executives concerning legislative and regulatory issues and their effect on GP&L business and policy initiatives.
- Monitor hearings, meetings, and proposed legislation and regulation of interest to GP&L.
- Identify policy risks and opportunities for GP&L.
- Cultivate and maintain relationships with key policy makers, government leaders and staff, and key stakeholders.
- Communicate with public officials and their staff to convey positions that advance GP&L's mission and services.
- Support GP&L communication activities related to governmental affairs.
- Collaborate with GP&L advocacy resources to ensure alignment of strategies.
- Continue support and advocacy for the Pattern Energy Rusk to Panola project.

High Priority

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

Others as Agreed Upon by City Manager and VEC

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **9.**

Meeting Date: 10/18/2022

Item Title: Agreement for the Provision of Temporary Electric Distribution Service

Submitted By: Darrell Cline, GP&L General Manager & CEO

Summary of Request/Problem

Digital Garland Ferris, L.P. ("Digital") is requesting Garland Power and Light ("GP&L") construct facilities for the provision of temporary electric distribution service for construction and pre-occupancy testing of Digital's planned data center facilities. Digital will pay for the construction of the electric distribution facilities and temporary electric distribution service. GP&L requests City Council approval of the agreement for the provision of temporary electric distribution service.

Recommendation/Action Requested and Justification

Approval of the agreement with Digital for the provision of temporary electric distribution service.

Attachments

Agreement for Temporary Electric Service

AGREEMENT FOR CONSTRUCTION OF EQUIPMENT AND FACILITIES FOR THE PROVISION OF TEMPORARY ELECTRIC DISTRIBUTION SERVICE

This agreement ("Agreement") is made and entered into by and between the City of Garland, Texas ("City"), a home rule municipality with an electric department operating an electric utility system known as Garland Power & Light ("GP&L"), and Digital Garland Ferris, L.P., a Delaware limited partnership ("Developer"), herein collectively called "Parties" or individually called "Party".

WHEREAS, Developer has requested, at its sole cost, temporary electric distribution service for construction and pre-occupancy testing be provided by the City to the Property, as defined herein; and

WHEREAS, the City is willing to provide the Developer's requested temporary electric distribution service by procuring, constructing, and connecting the necessary equipment and facilities to the Developer's electric distribution facilities at the Property for the limited purpose of construction and testing; and

NOW THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the sufficiency of which is acknowledged, City and Developer hereby agree as follows:

1. **Term.** This Agreement shall become effective on the "Effective Date" (as hereinafter provided) and is expressly contingent upon the execution of the Guaranty, executed by Digital Realty Trust, L.P. (hereinafter, "Guarantor") for the benefit of the City. This Agreement, once effective, shall continue until the earlier of December 31, 2024 or the in-service date of the Substation, as defined below. Additionally, the Parties agree that given the nature of this Agreement it may not be assigned or transferred; provided, however that Developer may assign this Agreement in connection with a merger or consolidation, or a sale of substantially all of the assets of Developer so long as the successor entity has a net worth of at least Two Hundred Million Dollars ($200,000,000.00). Developer represents that it is the sole owner of the Property. Any attempted assignment or transfer by Developer that is not expressly permitted hereunder shall constitute a material breach and default of the Agreement unless the City agrees to such assignment or transfer in writing.

2. **Equipment and Facilities.** The City shall extend and construct, at the sole cost of Developer, temporary electric distribution facilities for the provision of temporary electric distribution service for construction and pre-occupancy testing to a 14.955-acre tract of land located at 1505 Ferris Road, Garland, Texas and owned by Developer and more specifically described in the legal description set forth as Exhibit "A" hereto (hereinafter, the "Property"). The City will use commercially reasonable efforts to provide, but not to exceed, thirteen (13) MVA of temporary electric distribution service to the Property. Within fifteen (15) days following the Effective Date, Developer shall pay to the City FOUR HUNDRED TEN THOUSAND DOLLARS ($410,000.00) for the installation of equipment and facilities as described in Exhibit "B" and generally below, including additional equipment or facilities needed to provide temporary electric distribution service to the Property (hereinafter, the "Equipment and Facilities"). This amount is the City's good faith estimate of the costs (based upon current market conditions) associated with the Equipment and Facilities required to be procured and constructed in order to service the Property solely for construction and pre-occupancy testing. Developer understands and agrees that it shall be solely responsible for all costs associated

with the Equipment and Facilities, including any additional costs, should the actual costs exceed the City's good faith estimate, provided, however, that Developer shall not be responsible for such excess costs caused by the grossly negligent or intentional acts or omissions of the City in constructing the Equipment and Facilities.

Circuit 1 (Exhibit B)
Developer will pay $260,000.00 for the installation of:

- Feeder dips for circuits 1 & 2
- Primary metering equipment
- Feeder protection

Circuit 2 (Exhibit B)
Developer will pay $150,000.00 for the installation of:

- 6,000 LF of #477 (primary cable)
- 3 new poles
- 1 air switch
- 14 steel davit arms

This will extend Firewheel-1 distribution feeder (FW-1) to the temporary electric distribution metering point.

Except as expressly provided to the contrary herein, if the actual costs incurred by the City to install the Equipment and Facilities exceed $410,000.00, the Developer shall be responsible for reimbursing the City for such excess costs. Payment for such excess costs shall be made to the City within thirty (30) days of Developer's receipt of invoice. The Parties expressly agree that, irrespective of these payments, the City shall retain ownership of the Equipment and Facilities and that the payments set forth herein by Developer, do not grant Developer any rights, title or interest in or to the Equipment and Facilities, except that Developer shall have the right to use the electrical service provided by the Equipment and Facilities for the purposes of construction and preoccupancy testing activities at the Property. Developer shall discontinue temporary electric distribution service by the earlier of December 31, 2024, or the in-service date of Developer's 138/34.5kV electric substation providing permanent distribution service to the Property (hereinafter, the "Substation"). The City shall use commercially reasonable efforts to complete construction of the Equipment and Facilities on or before July 31, 2023.

3. **Temporary Electric Distribution Service.** At least fifteen (15) days prior to the in-service of the Equipment and Facilities, the City shall provide to Developer an all-in power cost rate based on the expected energy consumption for the remainder of the calendar quarter and subsequent calendar quarter (hereafter, the "Initial Pricing"). For each calendar quarter subsequent to the Initial Pricing period, the City shall provide to Developer at least fifteen (15) days prior to the start of the calendar quarter an all-in power cost rate based on the expected energy consumption for said calendar quarter. The Developer agrees to purchase electrical energy from the City at the all-in power cost rate set forth herein. Payment for electrical energy shall be made to the City within thirty (30) days of Developer's receipt of invoice. Failure to pay following thirty (30) days of Developer's receipt of invoice shall be considered a material breach of this Agreement and the City shall be permitted to discontinue service to the Property without further notice.

4. **Termination.** This Agreement may be terminated in writing by mutual agreement and consent of both Developer and the City. Additionally, either Party may terminate this

Agreement upon notice in writing if the other Party is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within thirty (30) days of written notice from the other Party to do so; provided, however, that Developer's failure to make the payment obligations set forth in Paragraphs 2 and 3 constitute a material breach and if such material breach is not remedied within three (3) business days of Developer's receipt of written notice of such Material Breach, the City may terminate this Agreement, effective immediately upon delivery of written notice of such termination to Developer. In the event that Developer terminates this Agreement other than for the City's material breach of its obligations under this Agreement, Developer understands and agrees that it shall be liable to the City for any costs incurred by the City in connection with the Equipment and Facilities, as well as the fees associated with any electric energy or service provided hereunder. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

5. **Indemnity.** Developer shall indemnify and hold City harmless from and against any and all damages, costs, injuries and claims arising from any activity, work or thing done, permitted or suffered by Developer, its employees, agents, independent contractors, invitees, or guests on the Property or within the Substation. Developer agrees to indemnify and hold City harmless from and against any and all damages, costs, injuries and claims arising from any breach or default in the performance of any obligation under the terms of this Agreement. Such indemnity shall include all damages, costs, injuries, claims, attorney's fees, expenses, and liabilities incurred in defending, settling, referring to legal counsel or considering any such claim whether or not a suit or arbitration claim has been initiated. The indemnification set forth in this paragraph shall survive the termination or expiration of this Agreement.

6. **Warranties. THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE GOODS AND SERVICES BEING PROVIDED UNDER THIS AGREEMENT, INCLUDING THE PROVISION OF ELECTRICAL ENERGY, ARE BEING OFFERED AND SOLD "AS IS" AND WITHOUT WARRANTY, EXPRESSED OR IMPLIED AND NO WARRANTY IS MADE, GIVEN OR INTENDED THAT SUCH UTLITY SERVICES WILL BE UNINTERRUPTED OR ADEQUATE, ARE FIT FOR A PARTICULAR USE OR PURPOSE, MERCHANTABLE, POSSESS ANY PARTICULAR CHARACTERISTIC OR QUALITY, OR ARE FREE OF DEFECTS. THE CITY DOES NOT GUARANTEE OR WARRANT A CONTINUOUS OR INTERRUPTED SUPPLY OF ELECTRICAL ENERGY OR THAT THE VOLTAGE, WAVE FORM OR FREQUENCY OF THE ELCTRIC SUPPLY WILL NOT FLUCTUATE, WILL REMAIN UNCHANGED OR WILL BE SUITABLE OR ADEQUATE. THE CITY FURTHER STATES, AND DEVELOPER UNDERSTANDS AND AGREES THAT THE ELECTRIC ENERGY PROVIDED UNDER THIS AGREEMENT IS NOT INTENDED FOR OPERATIONAL USAGE ON THE PREMISES.**

DEVELOPER AGREES THAT THE CITY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT OR REVENUE ARISING FROM THE PROVISION OF GOODS OR SERVICES UNDER THIS AGREEMENT EVEN IF THE CITY HAS BEEN ADVISED OF SUCH POSSIBILITY.

"DEVELOPER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, DEVELOPER VOLUNTARILY CONSENTS TO THIS WAIVER."

IN NO EVENT SHALL DAMAGES TO DEVELOPER, WHETHER ARISING FROM BREACH OF AGREEMENT OR WARRANTY, BY TORT, STRICT LIABILITY OR OTHERWISE EXCEED THE AMOUNT ACTUALLY PAID BY DEVELOPER TO CITY UNDER THIS AGREEMENT.

7. **Limitation of Liability.** **THE CITY SHALL NOT BE LIABLE FOR: (A) PERSONAL INJURIES (INCLUDING DEATH) TO ANY PERSON; (B) FOR ANY DAMAGES TO PROPERTY (REAL OR PERSONAL); OR (C) FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT OR REVENUE ARISING FROM THE PROVISION OF ELECTRIC SERVICE BY THE CITY (OR LACK THEREOF), EVEN IF THE CITY HAS BEEN ADVISED OF SUCH POSSIBILITY, REGARDLESS WHETHER SUCH INJURIES, DAMAGES OR LOSSES ARE DUE TO THE DELIVERY OF ELECTRIC SERVICE, THE MANNER OR MEANS OF DELIVERING ELECTRIC SERVICE, TO SERVICE INTERRUPTION OR DISRUPTION, TO THE FAILURE TO COMMENCE DELIVERY, OR TO FLUCTUATION IN VOLTAGE, WAVE FORM OR FREQUENCY, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY. IN ANY EVENT, THE CITY'S LIABILITY SHALL BE LIMITED TO AND SHALL NOT EXCEED THE REASONABLE COST OF NECESSARY REPAIRS OF PHYSICAL DAMAGE TO THE ELECTRICAL FACILITIES OF THE CUSTOMER THAT WERE, AT THE TIME OF DAMAGE, PROPERLY EQUIPPED WITH THE PROTECTIVE SAFEGUARDS DESCRIBED, BELOW, PROVIDED SUCH DAMAGES WERE PROXIMATELY CAUSED BY THE SERVICES OR GOODS PROVIDED BY THE CITY. THE CITY SHALL NOT BE LIABLE FOR INJURIES, DAMAGES OR LOSSES OCCASIONED BY ACCIDENT, BREAKDOWN OF PLANT, LINES OR EQUIPMENT, PENDING LITIGATION, ACTS OF GOD, WAR, ACTS OF CIVIL DISOBEDIENCE OR TERRORISM, FIRE OR OTHER CASUALTY, SHORTAGE OF MATERIALS, ADVERSE WEATHER CONDITIONS, LABOR ACTION, STRIKES OR SIMILAR ACTS, MORATORIUMS, REGULATIONS OR ACTIONS BY GOVERNMENTAL AUTHORITIES, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE CITY. DEVELOPER SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING SUCH PROTECTIVE DEVICES AND EQUIPMENT AS MAY BE DESIRED, RECOMMENDED OR REQUIRED TO PROTECT THE DEVELOPER'S EQUIPMENT, PROPERTY, OR PROCESSES DURING ABNORMAL ELECTRIC SERVICE CONDITIONS OR THE FAILURE OF ALL OR A PART OF ELECTRIC SERVICE PROVIDED BY THE CITY. ALL WIRING AND OTHER ELECTRICAL EQUIPMENT FURNISHED BY THE DEVELOPER SHALL BE INSTALLED, OPERATED, AND MAINTAINED BY THE DEVELOPER AT ALL TIMES IN CONFORMITY WITH GOOD ELECTRICAL PRACTICES AND WITH THE REQUIREMENTS OF FEDERAL, STATE AND LOCAL LAW, REGULATIONS AND ORDERS INCLUDING, BUT NOT LIMITED TO, THE CODE OF ORDINANCES, AND GARLAND DEVELOPMENT CODE FOR THE CITY. THE ABOVE NOTWITHSTANDING, THE CITY SHALL NOT BE LIABLE FOR DAMAGES, INJURIES OR DEATH RESULTING FROM DEFECTS IN DEVELOPER'S WIRING OR FOR ELECTRIC CURRENT UPON THE DEVELOPER'S PREMISES. DEVELOPER SHALL INDEMNIFY THE CITY FROM ALL CLAIMS FOR INJURY, INCLUDING DEATH OR DAMAGE TO A PERSON OR PROPERTY OCCURRING ON THE DEVELOPER'S PREMISES.**

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 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 courier receipted delivery. Either Party may designate another address within the confines of the United States of America for notice, but until written notice of such change is actually received by the other Party, the last address of such Party designated for notice shall remain such Party's address for notice.

   Address:

   City of Garland:
   Garland Power & Light
   c/o GP&L General Manager
   217 N. Fifth Street
   Garland, TX 75040

   Developer:

   Digital Garland Ferris, L.P.
   c/o Digital Realty Trust, L.P.
   907 Security Row
   Richardson, TX 75082
   Attn: Design and Construction Group

   Email copy to: jhubbard@digitalrealty.com

   Digital Garland Ferris, L.P.
   c/o Digital Realty Trust, L.P.
   2323 Bryan Street, Suite 1800
   Dallas, TX 75201
   Attn: Legal Department

   Email copy to: jbean@digitalrealty.com

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.

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 provisions of this Agreement shall not be affected thereby, and in lieu of 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. Provided, however, that if the illegality, invalidity or unenforceability of any term or terms renders the basic purposes of this Agreement illegal, invalid or unenforceable or otherwise materially and adversely affects the utility or financial parameters of this Agreement, then either City or Developer may, upon written notice to the other, terminate this Agreement and the Parties agree to enter into good faith negotiations to

replace this Agreement with an Agreement as similar to the terms and conditions of this Agreement as legally permissible.

11. **Waiver.** Either City or Developer shall have the right to waive its right to performance of the other Party's obligation under this Agreement, but such waiver shall be effective only if stated in writing and executed by the waiving Party. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

12. **Governing Law and 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.

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

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.

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

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

17. **Force Majeure.** Parties agree that City shall not incur any liability to Developer if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without negligence of City. Causes beyond City's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes. The City shall notify the Developer in writing within ten (10) business days of the date on which the City becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. In the event of a declared emergency by competent governmental authorities, the City by notice to the Developer, may suspend all or a portion of the Agreement.

18. **Entire Agreement.** It is understood and agreed that this Agreement contains the entire Agreement between the Parties regarding the subject matters set forth herein. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and any written modification of this Agreement shall be effective only if executed by both Parties. The recitals contained

at the beginning of this Agreement are incorporated into the term and provisions of this Agreement.

19. **Relationship of Parties.** The Parties acknowledge and agree that the services performed by the City, its employees, agents or sub-contractors shall be as an independent contractor and that nothing contained in this Agreement shall be deemed or construed by the Parties hereto to create the relationship of principal and agent or of partnership or of joint venture between the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties other than the relationship of independent Parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

20. **Survival.** Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

EXECUTED on the dates indicated below, but deemed to be effective as agreed to by both Parties on _____(the “Effective Date”).

CITY OF GARLAND:

By:_____

Name: _____

Title: _____

Date:_____

Digital Garland Ferris, L.P.,
a Delaware limited partnership

By; Digital Texas GP, LLC,
its general partner

By; Digital Realty Trust, L.P.,
its manager

By: Digital Realty Trust, Inc.,
its general partner

By:_____

Name: _____

Title: _____

Date:_____

GUARANTY

This GUARANTY (the "Guaranty") is made as of _____, 2022 by Digital Realty Trust, L.P., a Maryland Limited Partnership ("Guarantor"), for the benefit of City of Garland, Texas (the "Beneficiary"). Guarantor and the Beneficiary are sometimes collectively referred to herein as the "Parties."

RECITALS

A. A subsidiary of Guarantor, Digital Garland Ferris, L.P., a Delaware limited partnership (the "Company"), and the Beneficiary are entering into an Agreement for Construction of Equipment and Facilities for the Provision of Temporary Electric Distribution Service, dated ___ day of _____, 2022 (the "Agreement"), pursuant to which the Beneficiary is the "City" thereunder.

B. The Beneficiary's willingness to enter into the Agreement is conditioned upon the issuance by Guarantor of this Guaranty.

C. Guarantor is willing to issue this Guaranty on the terms and conditions set forth herein.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

SECTION 1. Definitions.

1.1 Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

1.2 As used in this Guaranty, the following terms shall have the following meanings:

"Business Day" means a day of the year on which banks are not required or authorized by law to close in the State of Texas.

"Guaranteed Obligations" means any and all of the obligations of the Company under the Agreement subject to the limitations set forth in the Agreement.

1.3 In this Guaranty:

(a) unless otherwise specified, references to Sections and clauses are references to Sections and clauses of this Guaranty; and

(b) except as otherwise specifically provided herein, including without limitation in this Section 1.3(b), references to any document or agreement, including this Guaranty, shall be deemed to include references to such document or agreement as amended, supplemented or replaced and in effect from time to time in accordance with its terms and subject to compliance with the requirements set forth therein;

1.4 The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Guaranty.

SECTION 2. Guaranty. Subject to the provisions hereof, Guarantor hereby unconditionally and irrevocably guarantees, to the Beneficiary, as primary obligor and not as surety, the full and prompt payment when due of the Guaranteed Obligations. To the extent that Company shall fail to pay any Guaranteed Obligations, Guarantor shall promptly pay to Beneficiary the amount due.

SECTION 3. Payment Demand. If Company fails or refuses to pay any Guaranteed Obligations when due and owing, Beneficiary shall notify Company in writing of the manner in which Company has failed to pay and demand that payment be made by Company. If Company's failure or refusal to pay continues for a period of five (5) business days after the date of Beneficiary's notice to Company, and Beneficiary has elected to exercise its rights under this Guaranty, Beneficiary shall make a demand upon Guarantor (hereinafter referred to as a "Payment Demand"). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount Company has failed to pay and an explanation of why such payment is due and owing, with a specific statement that Beneficiary is calling upon Guarantor to pay under this Guaranty. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay such Guaranteed Obligations and such payment shall be made to Beneficiary by Guarantor within thirty (30) days after receipt of such Payment Demand. A single written Payment Demand shall be effective as to any specific default under the Agreement that is susceptible of being cured by the payment of money during the continuance of such default and additional written demands concerning such default shall not be required until such default is cured.

SECTION 4. Nature of Guaranty. This Guaranty constitutes a guaranty of payment when due and not of collection, and Guarantor specifically agrees that it shall not be necessary or required that the Beneficiary exercise any right, assert any claim or demand or enforce any remedy whatsoever against Company, either before or as a condition to the obligations of Guarantor hereunder; *provided* that Guarantor shall have the benefit of and the right to assert any defenses against the claims of the Beneficiary which are available to Company, and which would have also been available to Guarantor if Guarantor had been in the same contractual position as Company under the Agreement, other than (i) defenses arising from the insolvency, reorganization or bankruptcy of Company, (ii) defenses expressly waived in this Guaranty, and (iii) defenses previously asserted by Company against such claims to the extent such defenses have been finally (non- appealable) resolved in the Beneficiary's favor by a court of last resort or by arbitration conducted pursuant to the Agreement. For the avoidance of doubt, a payment shall be due for purposes of this Guaranty only when and if a payment is due and payable by Company to the Beneficiary under the terms and conditions of the Agreement.

SECTION 5. Unconditional Obligations. An action may be brought and prosecuted against Guarantor to enforce this Guaranty, irrespective of whether any action is brought against Company, or whether Company is joined in any such action or actions. The liability of Guarantor under this Guaranty shall be continuing, irrevocable, absolute and unconditional irrespective of, and Guarantor hereby irrevocably waives, any circumstance which constitutes a legal or equitable discharge of a guarantor or surety other than satisfaction in full of the Guaranteed Obligations. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Beneficiary upon the insolvency, bankruptcy or reorganization

of Company or otherwise, all as though such payment had not been made and, in such event, Guarantor will pay to the Beneficiary upon demand an amount equal to any such payment that has been rescinded or returned.

SECTION 6. Waiver. Except as set forth in this Guaranty, Guarantor hereby unconditionally waives (a) presentment, demand of payment, protest for nonpayment or dishonor, diligence, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations by the Beneficiary, and (b) any requirement that the Beneficiary enforce or exhaust any right or remedy or take any action against Company.

SECTION 7. Subrogation; Setoffs and Counterclaims. Notwithstanding anything in this Guaranty to the contrary, and in addition to any other rights of the Beneficiary to which Guarantor or any of its designees may be subrogated, to the extent Guarantor shall make or cause to be made any payment pursuant to this Guaranty, Guarantor shall be subrogated to all rights the Beneficiary may have under the Agreement in respect thereof; provided, however, that Guarantor shall be entitled to enforce such right of subrogation only after all rights of the Beneficiary with respect to the Guaranteed Obligations shall have been fully satisfied. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, set-offs, counterclaims and other defenses to which Company or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Company.

SECTION 8. Representations and Warranties. Guarantor hereby represents and warrants, as follows:

(a) Guarantor is a corporation organized and validly existing under the laws of Maryland.

(b) The execution, delivery and performance by Guarantor of this Guaranty are within Guarantor's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene (i) Guarantor's organizational documents or (ii) applicable law.

(c) No authorization or approval by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for the due execution, delivery and performance by Guarantor of this Guaranty.

(d) There is no action, suit or proceeding now pending or, to Guarantor's knowledge, threatened against Guarantor before any court, administrative body or arbitral tribunal that could be reasonably likely to have a material adverse effect on Guarantor's ability to perform its obligations under this Guaranty.

SECTION 9. Governing Law. This Guaranty shall be governed by and interpreted in all respects in accordance with the laws of the State of Texas.

SECTION 10. Choice of Venue. The provisions and obligations of this Guaranty are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Contract shall be in Dallas County, Texas. The Parties hereto accept, for themselves and in respect of their property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. Each Party hereto hereby irrevocably consents to the service of process out of any of the aforementioned courts in any manner permitted by law. Each Party hereto hereby waives any

right to stay or dismiss any action or proceeding under or in connection with this Guaranty brought before the foregoing courts on the basis of forum non-conveniens.

SECTION 11. Dispute Resolution. In the event a dispute, controversy, or claim arises between Guarantor and Beneficiary relating to this Guaranty, the aggrieved party shall promptly provide notice of the dispute to the other party after such dispute arises. A meeting shall be held within fifteen (15) days between the Parties, attended by representatives of the Parties with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

SECTION 12. Waiver of Jury Trial. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY RIGHT IT MAY NOW OR HEREAFTER HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED HEREIN, OR ARISING OUT OF, UNDER, OR IN RESPECT OF THIS GUARANTY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE BENEFICIARY OR GUARANTOR.

SECTION 13. Amendments, Etc. No amendment or waiver of any provision of this Guaranty, and no consent to any departure by Guarantor or the Beneficiary herefrom, shall in any event be effective unless the same shall be in writing and signed by the Beneficiary and Guarantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telecopier) and mailed or delivered via overnight carrier to each of the Parties as follows:

if to Guarantor:

Digital Realty Trust, L.P.
2323 Bryan Street, Suite 1800
Dallas, TX 75201
Attention: Lease Administration
Facsimile No. (214) 231-1345
E-mail: leaseadministration@digitalrealty.com

with a copy to:

Digital Realty Trust, L.P.
2323 Bryan Street, Suite 1800
Dallas, TX 75201
Attention: Commercial Legal Department

if to the Beneficiary to:

City of Garland
c/o Garland Power & Light
Attention: GP&L Chief Operating Officer
217 N. Fifth Street
Garland, TX 75040

Telephone: (972) 205-2217
Fax: (972) 205-2636

All such notices and other communications shall be effective (a) if mailed, five (5) Business Days after deposit in the mails, postage prepaid, certified or registered, return receipt requested, (b) if delivered by hand or by courier, when signed for by or on behalf of the relevant Party, or (c) if sent by overnight delivery service (e.g., Federal Express, Emery, DHL or AirBorne), on the next Business Day.

SECTION 15. No Waiver Remedies. No failure on the part of the Beneficiary or Guarantor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 16. Severability. In case any one or more of the provisions contained in this Guaranty should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 17. Counterparts. This Guaranty may be executed in one or more counterparts. Delivery of an executed signature page of this Guaranty by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

SECTION 18. Entire Agreement. This Guaranty and any agreement, document or instrument referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect of the subject matter hereof.

SECTION 19. Term. Notwithstanding anything to the contrary in the Agreement, this Guaranty shall remain in full force and effect until (a) payment in full of the Guaranteed Obligations or (b) termination of the Agreement by mutual agreement and consent of both Company and the City.

SECTION 20. Successors and Assigns. This Guaranty shall be binding upon the Parties and their successors and assigns and inure to the benefit of and be enforceable by the Parties and their successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor and the Beneficiary have caused this Guaranty to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GUARANTOR:

DIGITAL REALTY TRUST, L.P.,
a Maryland limited partnership

By: Digital Realty Trust, Inc.,
its general partner

By:_____
Name:
Title:

Accepted and agreed to as of the date first above written:

BENEFICIARY:

By:_____
Name:
Title:

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **10.**

Meeting Date: 10/18/2022

Item Title: Garland Cultural Arts Commission Inc. Hotel Occupancy Tax Revenue Budget, Sub-grant Recipients and Hotel Occupancy Tax Program Management Agreement

Submitted By: Amy Rosenthal, Cultural Arts Director

Summary of Request/Problem

At the October 17, 2022 Work Session, Council considered authorizing the City Manager approval of the 2022-2023 budget of the Garland Cultural Arts Commission Inc. (GCACI), subgrant recipients execution of a "Hotel Occupancy Tax Program Agreement" between the City of Garland and the GCACI.

Recommendation/Action Requested and Justification

Approve by minute action the 2022-2023 GCACI budget, the sub-grant recipients and authorize the City Manager to execute the "Hotel Occupancy Tax Program Management Agreement" between the City and Garland Cultural Arts Commission, Inc.

Attachments

FY23 GCACI Budget

FY23 GCACI Grant Awards

FY23 HOT Agreement GCACI

Garland Cultural Arts Commission, Inc.

Proposed 2022-2023 Budget

REVENUES	
Hotel Occupancy Tax Revenue	**$187,293**
EXPENDITURES	
Grant Awards	140,000
Additional Arts Activities & Promotions	
Reimbursement for Sculpture	12,667
GISD Arts Competition Awards & Reception	4,500
Advertising Mailers & Promotions	5,000
Public Art Projects, Pop-Ups, Big Art Day	20,801
Membership/Misc Administrative	
Chamber Membership	500
Business Council for the Arts Membership + Leadership	2,825
CPA Fees	800
Misc. Administrative Services	200
TOTAL EXP	**$187,293**

Garland Cultural Arts Commission, Inc.
2022-2023 Proposed GCAC, Inc. Awardees

	Organization	GCAC, Inc Grant Amount	Youth Subsidy Waiver Amount
Affiliates	Garland Summer Musicals	$30,000.00	$3,500.00
	Garland Symphony Orchestra	$28,000.00	$1,100.00
	Garland Civic Theatre	$25,000.00	$3,000.00
Associates	Breitling Performing Arts	$5,000.00	$3,000.00
	Company of Rowlett Performers	$5,000.00	$3,500.00
	Garland Landmark Society	$4,000.00	
	Dallas Ballet Company	$21,000.00	
	Friends of Garland Historic Magic 11th Street	$2,500.00	
	Texas Winds	$2,000.00	
	Garland Youth MLK	$3,000.00	
	Master's Music Company	$3,000.00	
	Red Warriors	$2,000.00	
	Spectacular Follies	$3,000.00	
	Accolade Community Theatre	$2,000.00	
	People Centered Lighthouse	$2,000.00	
	Reel Owl Cinema Booster	$1,000.00	
	Culture Makers	$1,500.00	
	TOTALS:	**$140,000.00**	**$14,100.00**

Approved by GCAC, Inc. on 10/4/2022

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

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

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

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

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

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

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

Section 2. Hotel Occupancy Tax Revenues. In consideration of GCACI's development, operation, and administration of the Program, the City shall pay to GCACI $187,293.00. In no event shall the payment under this Agreement exceed the amount City may lawfully allocate under Sec. 351.103(c) or fifteen percent (15%) of the hotel occupancy tax revenue actually received in hand by the City for the applicable fiscal quarter(s) used to calculate the amount. The City shall remit payment of Program funds to GCACI on or before October 30, 2022. GCACI shall maintain all revenues received by the City under this Agreement in a separate account established for that purpose and may not commingle that revenue with any other money.

Section 3. Budget. GCACI shall annually prepare and submit to the City a budget detailing all proposed uses and expenditures of the revenues to be provided to the GCACI under this Agreement, including any and all proposed uses and expenditures of revenues intended to be granted by GCACI to subgrantees. If approved by the City Council of the

City, the budget shall be made a part of this Agreement as Exhibit "A", and all of GCACI expenditures of revenues received by the City under this Agreement shall be made in accordance with the approved budget.

Section 4. <u>Limitation on Expenditures; Periodic Reporting</u>.

(A) For the purposes of this agreement, "convention center facilities" means facilities that are primarily used to host conventions and meetings. The term means civic centers, civic center buildings, auditoriums, exhibition halls, and coliseums that are owned by the City or that are managed in whole or part by the City.

(B) Revenue from hotel occupancy taxes paid to GCACI by the City under this Agreement shall be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

(2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the City;

(4) The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creating writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

(5) Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

(a) at or in the immediate vicinity of convention center facilities or visitor information centers; or

(b) located elsewhere in the City or its vicinity that would be frequented by tourists and convention delegates; and

(6) Any other related purpose authorized by Chapter 351, TEX. TAX CODE, as may be amended from time to time.

(C) None of the hotel occupancy tax revenues provided to GCACI under this Agreement may be spent for:

(1) travel for a person to attend an event or conduct an activity, the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner; or

(2) programs, activities, or any other use located outside the territorial limits of the City of Garland.

(D) GCACI shall provide a written report to the City Council, through the City Manager no less than quarterly each City fiscal year listing the expenditures made by the GCACI with and or the hotel occupancy tax revenue provided to GCACI under this Agreement. Additionally, on an annual basis, GCACI shall send to the City Manager a written report showing the activities conducted under the GCACI program for the preceding year. The report shall also indicate cumulative expenses and revenues for the preceding year. Financial reports shall show the relationship of actual expenses to the authorized budgeted expenses shown in the budget.

(E) In addition to making, submitting, and filing the report in the manner described above, GCACI, if requested by the City shall make an oral presentation of such report at a regular City Council meeting. Minutes and financial reports shall be sent to the City Manager and City's Internal Audit Department after each quarterly meeting.

(F) Subgrants. GCACI may by written contract make subgrants of Program funds for the encouragement, promotion, improvement, and application of the arts, to another person, entity or private organization. Prior to making subgrants of Program funds to third-parties, GCACI must include the proposed subgrant, including detailing the identity of the subgrantee and all proposed uses of the Program funds, in the budget required by above Section 3 and approved by the City Council. Written contracts between GCACI and subgrantees shall require that the subgrantee:

(1) restrict the use of Program funds to the program or activity expressly identified in the approved budget;

(2) at least annually make periodic reports to the governing body of its expenditures of Program funds;

(3) make any and all records of these expenditures available for review by the City; and

(4) return to GCACI any and all Program funds not spent within the budget year in which the funds were granted.

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

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

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

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

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

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

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

Section 10. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provision of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 11. Waiver. Either City or GCACI shall have the right to waive any requirement contained in this Agreement, which intended for the waiving party's benefit, but except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waive of any

other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 12. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

Section 13. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 14. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 15. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the 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 19th day of October, 2022.

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 **11.**

Meeting Date: 10/18/2022

Item Title: Depository Banking Services

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

At the October 10th Work Session, Council considered authorizing a depository bank contract with a financial institution that has been selected through a Request for Application process to meet the City's banking needs in accordance with the City Council Financial Policy.

Recommendation/Action Requested and Justification

It is recommended that Council approve a resolution indicating their approval to execute a depository bank contract and related agreements with JP Morgan Chase for the period January 1, 2023 through December 31, 2024. The depository bank contract may be extended for three (3) additional one-year periods.

Attachments

RFA Project Recap

Depository Bank Resolution

Valley View Consulting, L.L.C.

September 12, 2022

Mr. Matthew Watson, CPA
Director of Finance
City of Garland
200 N. 5th St.
Garland, TX 75040

Dear Mr. Watson:

We sincerely appreciated and welcomed the opportunity to assist the City of Garland (the "City") once again with this Primary Depository Services Request for Proposals (the "RFP") project.

JPMorgan currently serves as the primary depository for the City. State statues require that the City solicit for depository bank services every five (5) years. The City engaged the firm of Valley View Consulting LLC to assist with the solicitation process and subsequent evaluation of the proposals received. The current contract terminates on December 31, 2022. This contract, when approved, will commence on January 1, 2023, and terminate on December 31, 2024. At the option of the City, the contract may be extended for three (3) additional one-year periods under the same terms and conditions.

Procedure

The project began with the establishment of a calendar of events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a Primary Depository is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to understand and comply with the City's financial and purchasing policies and Investment Policy.

The RFP project was conducted as follows:

1. Analyzed historical bank service usage and balance records.
2. Reviewed the minimum banking services and potential additional services.
3. Developed a list of eligible financial institutions within the City's municipal boundaries:

    a. American First National Bank
    b. Bank of America, N.A
    c. Capital One, N.A.
    d. First Guaranty Bank
    e. First National Bank Texas

2428 Carters Mill Road, Huddleston, VA 24104-4003
540.297.3419

f. Inwood National Bank
g. JPMorgan Chase Bank, N.A.
h. PNC Bank, N.A.
i. Prosperity Bank
j. Regions Bank
k. State Bank of Texas
l. Susser Bank
m. Texas Brand Bank
n. Texas Security Bank
o. Truist Bank
p. Veritex Community Bank
q. Wells Fargo Bank, N.A.
r. Woodforest National Bank

4. Contacted the financial institutions to confirm distribution information, describe the process, and identify the designated recipient.
5. Drafted the RFP for City review and approval.
6. Posted the notice and advertised the RFP.
7. Distributed RFPs to the identified and receptive financial institutions.
8. Held a non-mandatory pre-Proposal conference with the following banks in attendance:

    a. Capital One, N.A.
    b. First Guaranty Bank
    c. JPMorgan Chase Bank, N.A.
    d. PNC Bank, N.A.
    e. Wells Fargo Bank, N.A.

9. By the closing deadline, Proposals were received from:

    a. JPMorgan Chase Bank, N.A.
    b. PNC Bank, N.A.
    c. Wells Fargo Bank. N.A.

The evaluation of the Proposals was based on, but not limited to, the following criteria, in no particular order of priority:

1. Ability of applicant to perform and provide the required and requested services;
2. References provided and quality of services;
3. Cost of services;
4. Transition cost, retention and transition offers, and incentives;
5. Interest rates on interest bearing accounts and deposits;
6. Earnings credit rate on compensating balances;
7. Previous service relationship with the City;
8. Convenience of location(s);
9. Completeness of application; and
10. Financial strength and stability of the institution.

Proposal Analysis

The Proposal analysis began with an overall review of each financial institution's general financial strength and ability to provide the services necessary to meet the City's current and future service needs. All applicants exhibited acceptable financial strength and the ability to provide the services the City requested.

Each financial institution's fee schedule was analyzed based on the City's banking service needs and estimated activity levels.

Historically, average monthly deposit balances of $3,140,258 have been maintained by the City. The analysis was completed using this amount.

Earnings credit, interest rate options, miscellaneous incentives, and service fees were reviewed in depth to assess the financial cost of each institutions overall proposal.

The summary below is for both the two (2) year initial contract term, and the full five (5) year term allowing for the three (3) possible one-year extensions at the option of the City.

Summary Financial Comparison			
	JPMorgan Chase Bank, N.A.	**PNC Bank, N.A.**	**Wells Fargo Bank, N.A.**
Average Bank Balance	3,140,258	3,140,258	3,140,258
Fees for Two Year Term	($116,559)	($93,192)	($118,027)
Earnings Credit Rate	1.00%	0.75%	0.49%
Earnings Credit for 2 Years	31,403	23,552	15,387
Two Year Investment Income	28,262	15,701	34,543
Two Year Income/(Cost)	**($56,894)**	**($53,939)**	**($68,097)**
Fees for Five Year Term	($466,234)	($372,768)	($472,108)
Earnings Credit for Five Year Term	125,610	94,208	61,549
Five Year Investment Income	28,262	15,701	34,543
Five Year Income/(Cost)	**($312,362)**	**($262,859)**	**($376,016)**
Incentives Offered	7,500	2,000	7,500
Net Income (Cost) w/ Incentives	**($304,862)**	**($260,859)**	**($368,516)**

Conclusion

City staff and Valley View Consulting evaluated and analyzed all proposals. City staff then invited both PNC Bank and Wells Fargo Bank to meet with staff, provide a demonstration of their banking platforms, and discuss their banking proposals. After considering the analysis results, the demonstrations, the time and cost involved in a bank transition, and the evaluation criteria, the City staff determined that the terms offered by JPMorgan Chase Bank, N.A. were the most advantageous for the City. We concur with the staff recommendation that the Council award the Primary Depository Services contract to JPMorgan Chase Bank, N.A and authorize the City Manager to execute the agreements necessary to begin the depository relationship.

Please contact Tom Ross, E.K. Hufstedler, III, Dick Long or me to discuss any questions or additional information needs.

Thank you for this opportunity to provide the City of Garland once again with our depository services solicitation consulting services.

Sincerely,

Tim Pinon
Valley View Consulting, L.L.C.

2428 Carters Mill Road, Huddleston, VA 24104-4003
540.297.3419

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A BANKING SERVICES AND DEPOSITORY AGREEMENT WITH JP MORGAN CHASE BANK, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City selects JP Morgan Chase Bank, NA as the successful bidder in response to RFP#0492-22 Primary Depository Services Proposal and that the City Manager is hereby authorized to negotiate and enter into a Banking Services and Depository Agreement with JP Morgan Chase Bank, NA.

Section 2

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

PASSED AND APPROVED this the _____ day of _____, 2022.

CITY OF GARLAND, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

Published: _____

GARLAND
PLANNING REPORT

City Council Regular Session Agenda **12. a.**

Meeting Date: 10/18/2022

Item Title: Z 22-56 Garland Leased Housing Associates I (District 8)

Submitted By: Will Guerin, Planning Director

REQUEST
Approval of an amendment to Planned Development (PD) District 05-04 to reduce the minimum resident age at an existing Elder Care – Independent Living Facility.

LOCATION
202 Belt Line Road

OWNER
Garland Housing Finance Corporation

PLAN COMMISSION RECOMMENDATION
During the September 26, 2022 meeting, the Plan Commission, with a vote of five (5) to zero (0), recommended approval of an amendment to Planned Development (PD) District 05-04 to reduce the minimum resident age at an existing Elder Care – Independent Living Facility.

STAFF RECOMMENDATION
Approval of an amendment to Planned Development (PD) District 05-04 to reduce the minimum resident age at an existing Elder Care – Independent Living Facility.

BACKGROUND
The applicant represents an existing senior living apartment complex. It is zoned Planned Development (PD) District 05-04 which included a PD Condition requiring a minimum resident age of sixty (60) years. The applicant requests to amend that PD Condition to fifty-five (55) years of age.

SITE DATA
The subject property is an approximate 10.171-acre tract of land. It has approximately 1,100 lineal feet of frontage along Belt Line Road. The property is accessed from Belt Line Road.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Planned Development (PD) 05-04, which is limited to Independent Senior Living Use. The base zoning is Multi-Family-1 (MF) District.

CONSIDERATIONS

1. "The Cesera" is an existing 204-unit senior living complex. The applicant requests to amend Planned Development (PD) 05-04 which has a minimum age requirement of sixty (60) years.

The applicant states, "Dominium has purchased the apartment community, and with the help of the Garland HFC is working on a resyndication of the project that will preserve the affordability of the units. Dominium will be rehabilitating the community to provide updated in-unit finishes & appliances, an updated clubhouse, environmentally friendly and energy efficient building system upgrades, and updated community landscaping."

The applicant further states, "The Cesera was operating as a 55+ community prior to Dominium purchasing the [apartment community], so the Dominium Management team did not purposefully breach the PD zoning agreement. However, The Cesera does currently have 30 of its 204 units occupied by individuals younger than 60 years old. Failing to amend the ordinance would put all these seniors at risk of housing instability. We wish to avoid this by amending the PD zoning."

2. The age requirement of fifty-five (55+)-plus years is consistent with the GDC's Elder Care-Independent Living definition.

3. The request is a Planned Development (PD) amendment only; no other changes are proposed and the approved Detail Plan in PD 05-04 remains as is.

COMPREHENSIVE PLAN

The Envision Garland Plan designates the subject property as Urban Neighborhoods. Urban Neighborhoods are higher density residential developments. This residential option may utilize vertical mixed-use integrated into the surrounding area, reflecting the area's dominant character or, when desired, promoting a new character. This type of development should encourage access to a range of mobility options and is generally located in the vicinity of major intersections and/or secondary arterial streets, with proximity to significant bus or rail amenities.

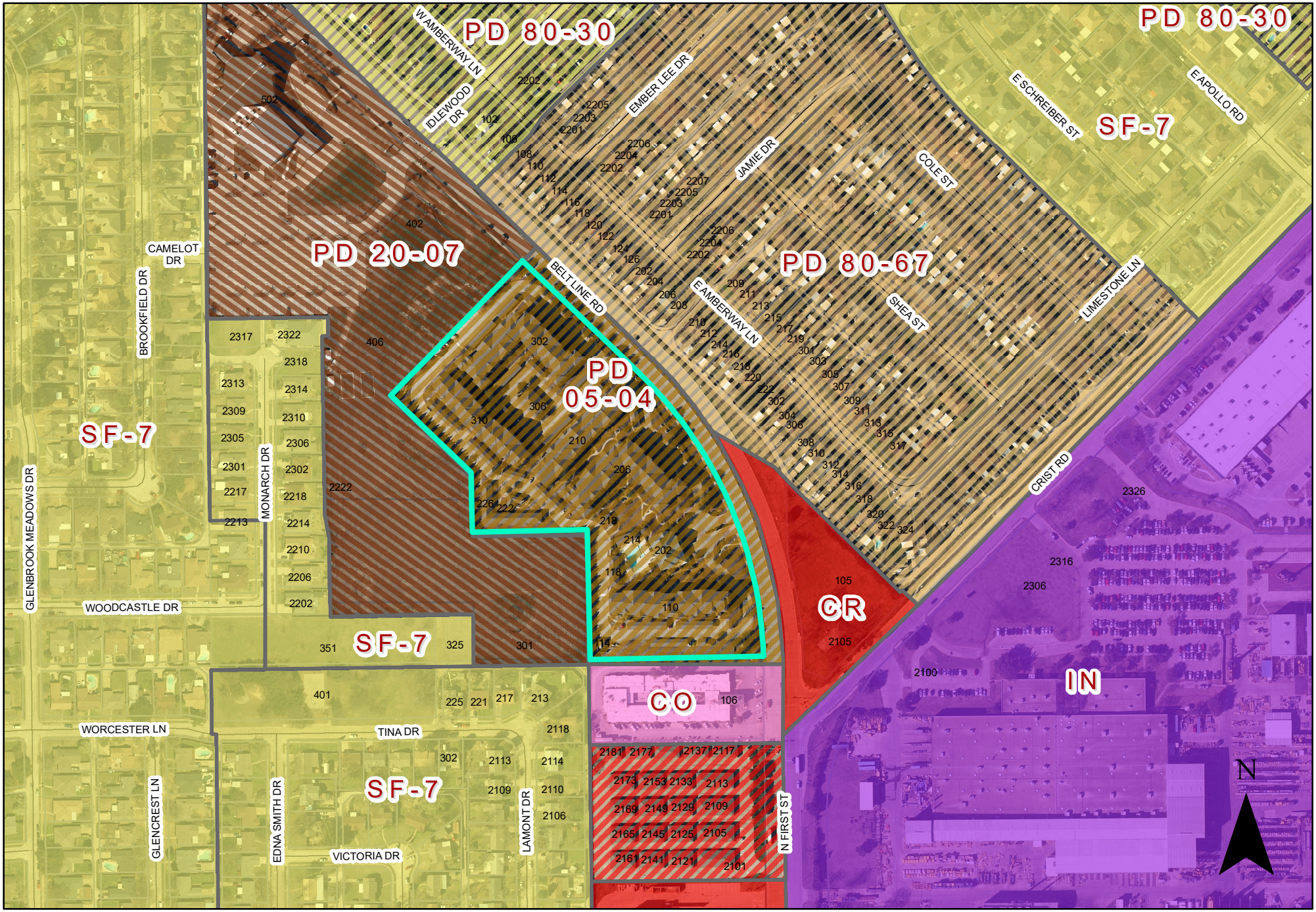
The proposal is compatible with the Comprehensive Plan.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The area surrounding the subject property to the north and west includes a church and a new senior living apartment community, zoned PD 20-07. The area to the east, across Belt Line Road, includes a single-family neighborhood zoned PD 80-67, and a tract zoned Community Retail (CR) District. To the south of the subject property is a nursing home zoned Community Office (CO) District. To the southwest is a single-family residential neighborhood zoned Single-Family-7 (SF-7) District.

Attachments

Z 22-56 Location Map
Z 22-56 Exhibit B
Z 22-56 R&M
Z 22-56 Responses
Z 22-56 Staff Presentation



0 200 400 Feet

1 inch = 306 feet

ZONING MAP Z 22-56

INDICATES AREA OF REQUEST

202 Belt Line Road

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 22-56

202 Belt Line Road

I. **Statement of Purpose:** The purpose of this Planned Development amendment is to change the minimum resident age requirement from sixty (60) to fifty-five (55) years at an existing Elder Care-Independent Living Facility.

II. **Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, and Multi-Family-1 (MF-1) District, as amended prior to adoption of this ordinance, except as specifically provided herein.

III. **General Regulations:** All regulations of the Multi-Family-1 (MF-1) District as set forth in Chapter 2 of the Garland Development Code, and Planned Development (PD) District 05-04 included by reference and shall apply, except as otherwise specified by this ordinance.

IV. **Development Plans:**

Detail Plan: Development shall conform to the Site Plan and Landscape Plan set forth in Exhibit C, Exhibit D, and Exhibit E in Planned Development (PD) District 05-04; however, in the event of conflict between the Detail Plan and the written conditions contained in this ordinance, the written conditions shall control.

V. **Specific Conditions:**

A. Elder Care – Independent Living Use and Residency Requirements: Only an Elder Care-Independent Living Use shall be permitted on the subject property. An Elder Care-Independent Living Facility is defined as a facility in which five or more elderly (over 55 years of age) persons, regardless of legal relationship, live a mostly ambulatory lifestyle but who may need limited assistance with daily living activities.

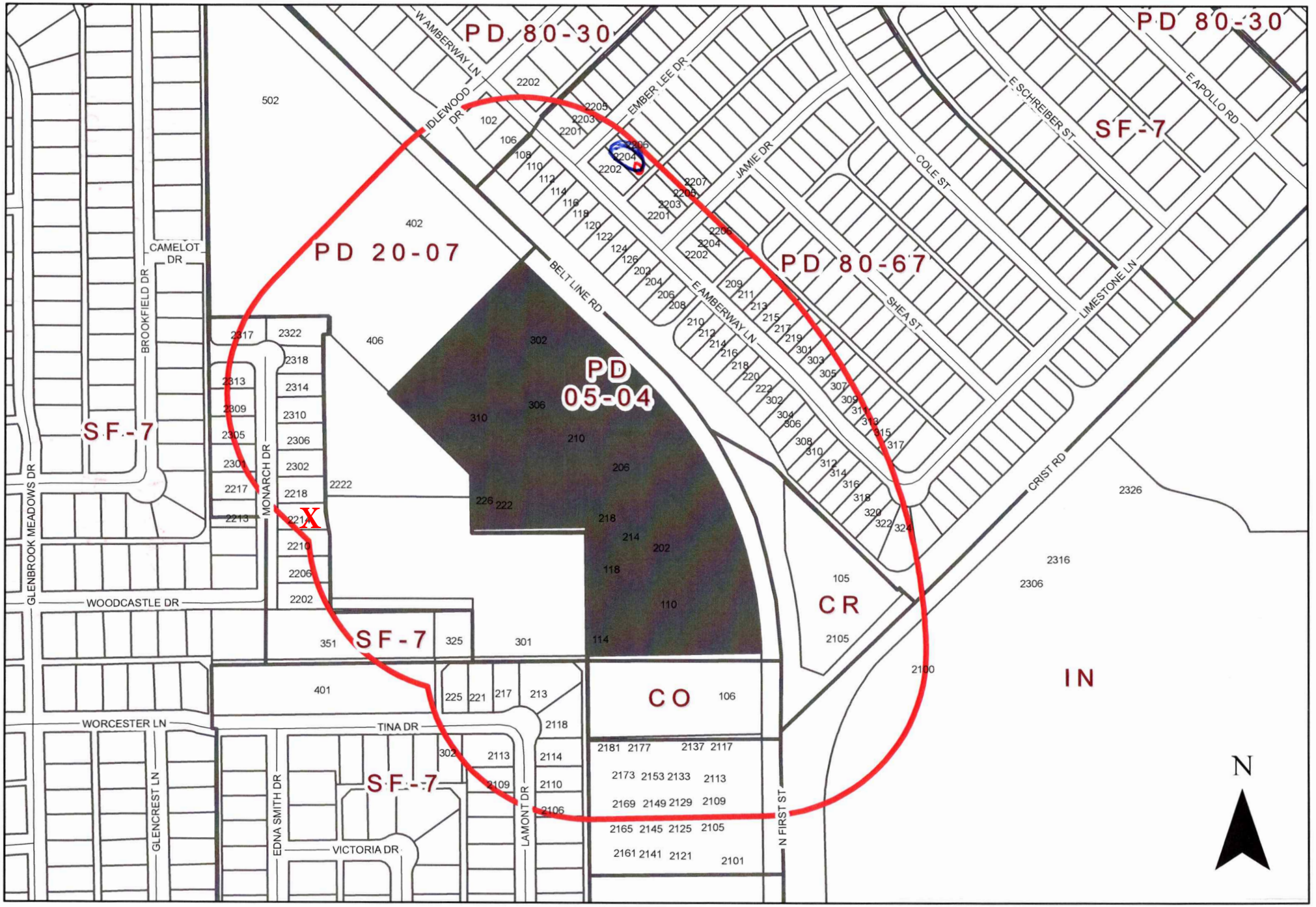
EXHIBIT B

REPORT & MINUTES

P.C. Meeting, September 26, 2022

Consideration of the application of **Garland Leased Housing Associates I**, requesting approval of an amendment to Planned Development (PD) District 05-04 to reduce the minimum resident age at an existing Elder Care – Independent Living Facility. This property is located at 202 Belt Line Road. (District 8) (File Z 22-56)

Motion was made by Commissioner Ott to close the public hearing and **approve** the request as presented. Seconded by Commissioner Williams. **Motion carried: 5** Ayes, **0** Nay.



0 200 400 Feet
1 inch = 306 feet

ZONING MAP Z 22-56

INDICATES AREA OF REQUEST

INDICATES NOTIFICATION AREA

202 Belt Line Road

Comment Form
Case Z 22-56

Z 22-56 Garland Leased Housing Associates I. The applicant requests to amend the existing Planned Development ordinance for "The Cesera" senior living complex to reduce the minimum resident age from 60 to 55 years. No other changes are proposed. The site is located at 202 Belt Line Road. (District 8)

Z 22-56 Garland Leased Housing Associates I. El solicitante solicita enmendar la ordenanza de Desarrollo Planificado existente para el complejo de viviendas para personas mayores "The Cesera" para reducir la edad mínima de residente de 60 a 55 años. No se proponen otros cambios. El sitio está ubicado en 202 Belt Line Road. (Distrito 8)

Z 22-56 Garland Leased Housing Associates I. Người nộp đơn yêu cầu sửa đổi sắc lệnh Phát triển có Kế hoạch hiện hành cho khu phức hợp sinh sống cao cấp "The Cesera" để giảm độ tuổi cư trú tối thiểu từ 60 xuống 55 tuổi. Không có thay đổi nào khác được đề xuất. Địa điểm tọa lạc tại 202 Belt Line Road. (Quận 8)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☑ For / A Favor / Đúng

☐ Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75460-9002./ Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75046-9002./ Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75046-9002.

LINDA COKER, PROPERTY OWNER

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2204 JAMIE DRIVE

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND, TX 75040

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Chính

Linda Coker

Signature / Firma / Ch ữ ký — Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

SEP 23 '22 AM 11:45

Comment Form
Case Z 22-56

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Corey Pon

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

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2214 Monarch Dr

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX ~~75040~~

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Chính

Signature / Firma / Ch ữ ký

10-05-2022

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Z 22-56

PLANNING &
DEVELOPMENT

GARLAND

The applicant requests to amend the existing Planned Development ordinance for "The Cesera" senior living complex to reduce the minimum resident age from 60 to 55 years.

City Council Meeting
October 18, 2022

CASE INFORMATION

PLANNING & DEVELOPMENT
GARLAND

Location: 202 Belt Line Road

Applicant: Garland Leased Housing Associates I

Owner: Garland Housing Finance Corporation

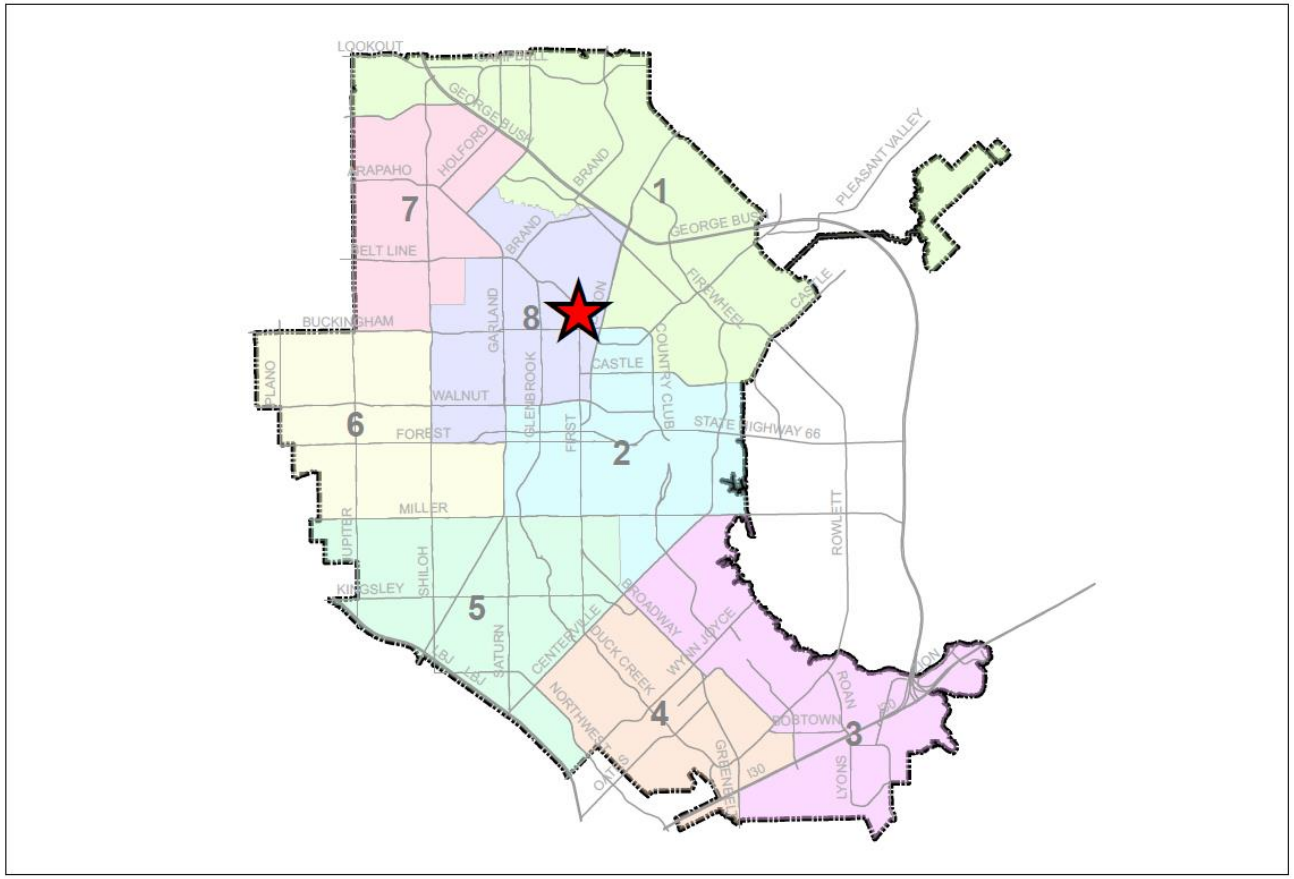
Acreage: 10.171 acres

Zoning: Planned Development (PD) District 05-04

Z 22-56

CITYWIDE LOCATION MAP

PLANNING & DEVELOPMENT
GARLAND



0 1 2 Miles 1 in = 2 miles | ZONING MAP Z 22-56 | INDICATES AREA OF REQUEST

Z 22-56

LOCATION MAP

PLANNING & DEVELOPMENT

GARLAND

0 200 400 Feet 1 inch = 306 feet

ZONING MAP Z 22-56

INDICATES AREA OF REQUEST

202 Belt Line Road

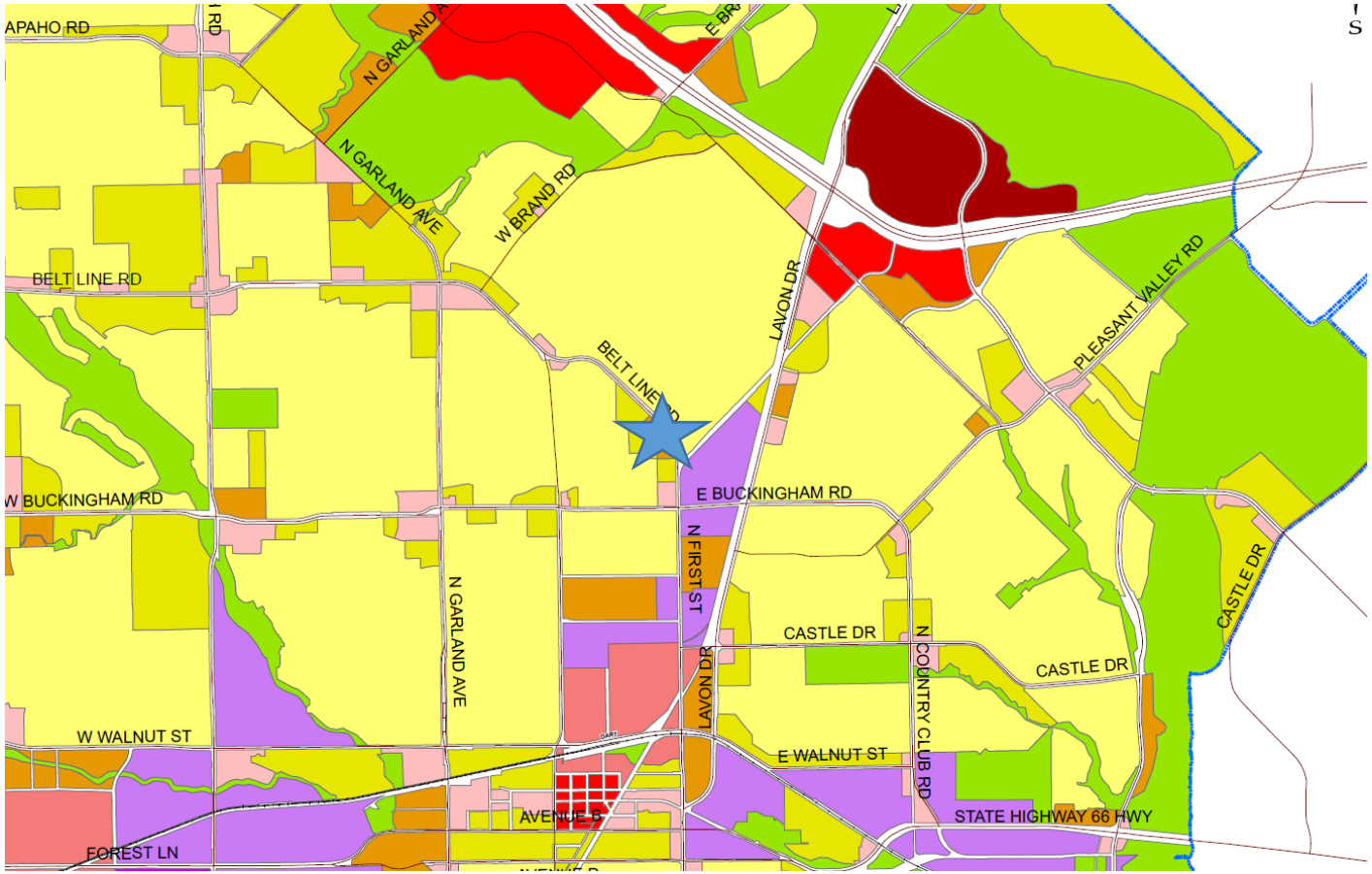
Z 22-56

COMPREHENSIVE PLAN

PLANNING & DEVELOPMENT

GARLAND

Urban Neighborhoods



Z 22-56

PHOTOS

PLANNING & DEVELOPMENT
GARLAND

Looking at the subject property from Belt Line Road.

Looking east of the subject property across Belt Line Rd.

South of the subject property.

North of the subject property.

CONSIDERATIONS

PLANNING & DEVELOPMENT
GARLAND

The request is a Planned Development (PD) amendment only.

No other changes are proposed and the approved Detail Plan in PD 05-04 remains as is.

STAFF RECOMMENDATION

PLANNING & DEVELOPMENT
GARLAND

Approval of an amendment to Planned Development (PD) District 05-04 to reduce the minimum resident age at an existing Elder Care – Independent Living Facility.

PLAN COMMISSION RECOMMENDATION

PLANNING & DEVELOPMENT
GARLAND

During the September 26, 2022 meeting, the Plan Commission, with a vote of five (5) to zero (0), recommended approval of an amendment to Planned Development (PD) District 05-04 to reduce the minimum resident age at an existing Elder Care – Independent Living Facility.

PLANNING &
DEVELOPMENT

GARLAND

The Envision Garland Plan designates the subject property as Urban Neighborhoods. Urban Neighborhoods are higher density residential developments. This residential option may utilize vertical mixed-use integrated into the surrounding area, reflecting the area's dominant character or, when desired, promoting a new character. This type of development should encourage access to a range of mobility options and is generally located in the vicinity of major intersections and/or secondary arterial streets, with proximity to significant bus or rail amenities.

The proposal is compatible with the Comprehensive Plan.

ELDER CARE - INDEPENDENT LIVING: A facility in which five or more elderly (over 55 years of age) persons, regardless of legal relationship, live a mostly ambulatory lifestyle but who may need limited assistance with daily living activities (see Subsection 2.52(A)(12)(c) in Chapter 2 of this GDC).

Elder Care - Independent Living facilities.

- (i) Elder Care - Independent Living facilities may provide a limited number of support services such as meals, laundry, housekeeping, transportation, social/recreational activities, and hairdressing.
- (ii) Units may be attached or detached, single- or double-occupancy, and may include limited or full kitchen facilities.
- (iii) Full-time medical or nursing care may not be provided by an Elder Care - Independent Living facility, but may be privately arranged for by individual residents on a part-time or temporary basis (such as, visiting nurses or health care attendants).