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
June 6, 2023
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.

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person.

Sec. 551.073, Tex. Gov't Code.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have to locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation, and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]



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.

CONSENT AGENDA

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

1. **Consider approval of the minutes of the May 16, 2023, Regular Meeting.**

2. **Consider approval of the following bids:**

a. **Approval of a Blanket Purchase Order for Ambulance Cots, Cot Loaders, and Patient Stair Chairs** — **Bid No. 0604-23**

Stryker Sales Corp. — **$ 290,581.08**

This request is to provide ambulance equipment including ambulance cot loaders, powered cots, stair chairs, Lucas Devices, batteries, parts, and related accessories.

b. Audubon Park Water and Wastewater Replacements — Bid No. 0020-23

A & M Construction and Utilities, Inc.	**$ 1,305,904.00**
Optional Contingency	**$ 130,591.00**
Total:	**$ 1,436,495.00**

This request is for the construction of the Audubon Park Water and Wastewater Replacements project. The scope consists of the construction of 3,000 linear feet of water lines, 1,400 linear feet of wastewater lines, and 200 square yards of sidewalks to replace the existing water and wastewater mains in Audubon Park and the water main in Country View Lane. An optional contingency is included for any additional work that may be required.

c. Ballinger, Bonita, Cortez, Lamesa and Belita Paving, Drainage, Water and Wastewater Improvements — Bid No. 0550-23

SYB Construction Company	**$ 5,780,232.75**
Optional Contingency	**$ 578,023.00**
Total:	**$ 6,358,255.75**

d. GP&L Plant Staffing Services — Bid No. 0497-23

NAES Corporation	**$ 820,000.00**

This request is to obtain experienced Power Plant Shift Supervisors and Control Room Operators for the Spencer and Olinger Power Plants. The outside labor resources will assist with facility safety, unit reliability, and staff augmentation. This approval is for a term agreement with two (2) optional renewals.

e. GP&L Spencer Plant NOx and CO2 Analyzer Rental — Bid No. 0669-22

Clean Air Instrument Rental	**$ 80,000.00**

This request is to approve a change order to extend the rental period for NOx and CO2 analyzers at the Spencer Plant. The rental period was extended due to delivery delays of replacement analyzers associated with the approved Spencer CEMS Analyzer replacement CIP project.

f. Duck Creek Wastewater Treatment Plant Raw Water Lift Pumps **Bid No. 0751-23**

Xylem Water Solutions **$ 336,000.00**

This request is to purchase two (2) new raw water lift pumps for Duck Creek Wastewater Treatment Plant. The pumps will be used for pumping raw water through the treatment system. The existing raw water lift pumps have incurred various mechanical and electrical failures over the past 5 years, and the repair cost is more than 50% of the replacement cost. System reliability must be improved to sustain proper treatment in plant operations.

g. Sixth Street, Avenues F and E Improvements **Bid No. 0833-23**

Grantham & Associates, Inc. **$ 395,955.00**

This request is to obtain engineering services for the design and limited construction administration for the Sixth Street, Avenues F, and E Improvements. The scope consists of constructing three 27-foot-wide concrete pavement roads at Sixth Street from Avenue D to Avenue F, Avenue E from Sixth Street to Fifth Street, and Avenue F from Glenbrook Drive to Fifth Street. The project also includes drainage system improvements on Sixth Street from Avenue F to Avenue D, the replacement of 700 feet of water lines along Avenue F, and 500 feet of wastewater lines in the alleys between Avenue E / Avenue F and Avenue D / Avenue E.

h. Workday Financial System Implementation Services **Bid No. 1129-22**

Accenture, LLP **$ 4,374,593.00**

This request is to provide professional implementation services for the second phase of the Workday Human Resources, Payroll, and Financial Management Systems. The Workday Human Capital Management/Payroll Deployment phase was approved by City Council on September 21, 2021. This request is for the implementation of phase two for Finance, Procurement, and Warehouse. Workday, Inc. and its associated systems are best implemented by a partner with extensive experience, especially with municipal governments in the State of Texas. Doing so offers guidance in optimizing business processes, creates efficiency, eliminates manual or redundant processes, and leads to the optimal outcome.

i. 2022 Unpaved Alley Improvements **Bid No. 0387-23**

KIK Underground, LLC. **$ 2,035,163.80**

This request is for the 2022 Unpaved Alley Improvement Project. This project consists of paving seven (7) unpaved alleys located in Council District 5 and includes approximately 8,000 S.Y. of alley concrete paving, 3,000 LF of 8" wastewater line, 850 LF of Storm Sewer line improvements and including all incidentals.

j. **Motorola Subscriber Replacement** **Bid No. 0810-23**

Motorola Solutions, Inc. **$ 1,999,779.65**

This request is for the purchase of replacement Motorola subscriber radios for Public Safety and Public Works. The current subscriber radios are at the end of their support lifecycle with the vendor. The new subscriber radios will be compatible with the existing radio system infrastructure that provides Public Safety and Public Works communications and will be supported by the vendor.

k. **TMPA Dansby to Steep Hollow Transmission Line Structures** **Bid No. 618-23**

KBS Electrical Distributors, Inc.	**$ 2,134,642.05**
Texas Electric Cooperative, Inc.	**$ 1,527,690.00**
Optional Contingency	**$ $366,233.21**
Total:	**$ 4,028,565.26**

The purpose of this bid award is for the purchase of 25 steel and 129 concrete transmission line structures needed for the TMPA Dansby to Steep Hollow Transmission Line rebuild. This is part of the approved TMPA Dansby to Steep Hollow Transmission Line Rebuild CIP project and will be reimbursed to GP&L at 100%. An optional contingency has been included for any unforeseen items needed.

l. **GP&L Emergency Restoration Contractor Management Services** **Bid No. 582-23**

kV Power, LP	**$ 500,000.00**
Power Line Services, Inc	**$ 500,000.00**
Total:	**$ 1,000,000.00**

The purpose of this bid is for the creation of an Emergency Restoration Contractor Management services contract. This contract will be used to obtain electrical contractors to perform utility restoration work for GP&L overhead and underground distribution systems during an emergency restoration event. Services will also include contract labor management and logistics. This will be an initial services contract with four optional renewals.

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

a. *Z 22-48, Modern TH, LLC. (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 02-38 for Mixed Uses to a Planned Development (PD) District for Single-Family Attached Uses and 2) a Detail Plan for a Single-family Attached (SFA) development on a 5.877-acre tract of land located at 1951 and 1975 State Highway 66; 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. *Z 22-59, McGinnes Development (District 5)*

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Change in Zoning from Multi-Family-1 (MF-1) District, Neighborhood Office (NO) District and Single-Family-7 (SF-7) District to a Planned Development (PD) District for Single-Family Attached Uses and 2) a Detail Plan for Single-Family Attached development on a 9.713-acre tract of land located at 417 East Centerville Road, 402, 502 and 698 East Kingsley 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. Z 23-01, Pape-Dawson Engineers, Inc. (District 1)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for a Restaurant, Drive-Through use on a 1.05-acre tract of land zoned Community Retail (CR) District and located at 6002 North Garland Avenue; 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.

4. Pedestrian Routes to Jupiter/Forest DART Station

Consider and take appropriate action to adopt a resolution authorizing the City Manager to execute an Advance Funding Agreement with TxDOT.

5. Drainage Participation Ordinance

Consider and take appropriate action to approve the City modified Article VI Drainage Improvement Districts and Drainage Participation Projects Ordinance in 2019. After operating under the modified Ordinance for the past few years, the City's maintenance obligation in Section 31.98 Maintenance of completed projects should align with the maintenance bond period required by the City on all construction projects.

6. Interlocal Agreement between the cities of Garland, Mesquite and Forney

The City of Forney seeks to join the GMRS Regional Radio System as an infrastructure participant. The GMRS Governance Board approved the request on June 30, 2022. The cities of Garland and Mesquite are the system owners of the core components. The City of Garland Information Technology Department is requesting City Council approval of this resolution to allow the City Manager to execute an Interlocal Agreement between the Cities of Garland, Mesquite and Forney for the use of the radio system.

7. Parking Restrictions on Colonel Drive

Consider an ordinance amending Chapter 33, “Transportation” of the Code of Ordinances of the city of Garland, Texas; providing a penalty clause, a savings clause, and a severability clause; and providing an effective date.

8. Revise the City of Garland Ordinance Regulating Ice Cream Truck Operations and Sales

Council is requested to consider an ordinance repealing Section 228.231 of Section 22.26, “Amendments Made to the Texas Food Establishment Rules,” of Chapter 22, “Health,” of the Code of Ordinances of the City of Garland, Texas; providing a savings clause; providing a severability clause; and setting an effective date .

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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9. Hold public hearings on:

a. 2023-2024 CDBG, HOME and ESG Federal Grant Allocation Public Hearing

A public hearing is required as part of the allocation process to solicit comments from any interested parties relating to the 2023-2024 CDBG, HOME, and ESG grants. During the June 5, 2023, Work Session, Council was provided background information regarding the anticipated 2023-2024 Community Development Block Grant (CDBG), HOME Infill Partnership Grant (HOME), and the Emergency Solution Grant (ESG) entitlement funding, along with summaries of submitted applications.

b. Consider a Specific Use Provision amendment request by Ron Hobbs Architecture & Interior Design for an expansion of an existing Food Processing and Storage Use. The site is located at 2960 Market Street in District 5.

Consideration of the application of Ron Hobbs Architecture & Interior Design, requesting approval of a Specific Use Provision amendment for an expansion of an existing Food Processing and Storage Use on a property zoned Industrial (IN) District. This property is located at 2960 Market Street. (File Z 23-09, District 5)

c. Consider a Plan request by Ron Hobbs Architecture & Interior Design for an expansion of an existing Food Processing and Storage Use. The site is located at 2960 Market Street in District 5.

Consideration of the application of Ron Hobbs Architecture & Interior Design, requesting approval of a Plan for an expansion of an existing Food Processing and Storage Use on a property zoned Industrial (IN) District. This property is located at 2960 Market Street. (File Z 23-09, District 5)

10. Citizen comments.

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

11. Adjourn.

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

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **1.**

Meeting Date: 06/06/2023
Item Title: Minutes May 16
Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem
Consider approval of the minutes of the May 16, 2023, Regular Meeting.

Recommendation/Action Requested and Justification

Attachments

Draft Minutes May 16

GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, May 16, 2023, 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
	Deputy Mayor Pro Tem B.J. Williams
	Council Member Margaret Lucht
	Council Member Robert Vera
	Council Member Dylan Hedrick
Staff Present:	City Manager Jud Rex
	Deputy City Manager Mitch Bates
	Assistant City Manager Andy Hesser
	Assistant City Manager Crystal Owens
	Assistant City Manager Phillip Urrutia
	City Attorney Brian England
	City Secretary Eloyce René Dowl

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Mayor LeMay presented a Special Recognition to Mr. Tony Torres on behalf of Pascual and Sylvia Valle, who were the first Hispanic residents in Garland.

CONSENT AGENDA

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

Vote: 9 ayes, 0 nays

1. APPROVED Consider approval of the minutes of the May 2, 2023, Regular Meeting.

2. Consider approval of the following bids:

a. APPROVED Chaha Road - IH 30 to Lake Ray Hubbard Parkway — **Bid No. 0987-22**

Tri-Con Services, Inc.	**$3,039,915.00**
Optional Contingency	**304,000.00**
TOTAL:	**$3,343,915.00**

Consider authorizing a contract for the construction of Chaha Road from IH-30 to Lake Ray Hubbard Parkway. This project consists of the demolition and disposal of existing asphalt pavement and the construction of approximately 1,640 linear feet of two-lane concrete curb and gutter, roadway paving, sidewalks, drainage, water, and wastewater improvements. Additionally, the project includes 3,755 linear feet of paved hike and bike trail along Lake Ray Hubbard Parkway to the Lake Ray Hubbard Greenbelt parking lot. An optional contingency is included for any additional work that may be required.

b. APPROVED **Truck and Trailers** **Bid No. 0602-23**

Cleveland Mack Sales, Inc. dba Performance Truck		**$123,516.38**
TSE International, Inc.		**245,108.00**
	TOTAL:	**$368,624.38**

Consider authorizing a contract with Cleveland Mack Sales, Inc. and TSE International, Inc. for the purchase of one (1) replacement refuse transfer trailer to be utilized by the Sanitation Department and one (1) replacement turret reel trailer to be utilized by GP&L.

c. APPROVED **Roll-Off Trucks** **Bid No. 0783-23**

Lonestar Freightliner Group, LLC dba Lonestar Truck Group Waco	**TOTAL:**	**$387,962.00**

Consider authorizing a contract with Lonestar Freightliner Group, LLC for the purchase of one (1) new and one (1) replacement roll-off truck to be utilized by the Sanitation Department.

d. APPROVED **Brush Collections Trucks** **Bid No. 0784-23**

Freightliner Western Star of Austin	**TOTAL:**	**$604,607.00**

Consider authorizing a contract with Freightliner Western Star of Austin for the purchase of three (3) replacement brush collection trucks to be utilized by the Sanitation Department.

e. APPROVED **Aerial Bucket Trucks** **Bid No. 0773-23**

Altec Industries, Inc.	**TOTAL:**	**$506,980.00**

Consider authorizing a contract with Altec Industries, Inc. for the replacement purchase of two (2) aerial bucket trucks to be utilized by Garland Power and Light.

f. APPROVED **Plumbing Services** **Bid No. 0532-23**

United Mechanical		**$150,000.00**
Air Conditioning Innovative Solutions, Inc.		**100,000.00**
	TOTAL:	**$250,000.00**

Consider authorizing a contract with United Mechanical and Air Conditioning Innovative Solutions, Inc. for T plumbing maintenance, repair, and replacement services throughout the City on an as-needed basis. This approval is for a term agreement with four (4) optional renewals.

g. APPROVED **Ambulances** **Bid No. 0772-23**

Mac Haik Dodge Chrysler Jeep **TOTAL: $1,085,287.00**

Consider authorizing a contract with Mac Haik Dodge Chrysler Jeep for the purchase of three (3) replacement ambulances to be used by the Garland Fire Department. The ambulances are more particularly described in the attachment.

h. APPROVED **Implementation of Clariti Software System** **Bid No. 0775-23**

Unisys Corporation **TOTAL: $880,261.00**

Consider authorizing a contract with Unisys Corporation for implementation services of the Clariti system to be performed by Unisys Corporation.

i. APPROVED **Heated Water Piping System for Police Headquarters and Detention Center** **Bid No. 0447-23**

United Mechanical **TOTAL: $825,000.00**

Consider authorizing a contract with United Mechanical to replace the piping for the existing heating system at the Police Headquarters and Detention Center.

j. APPROVED **Acquisition of Land Development, Engineering, Building Inspection, and Code Compliance Software & Implementation Services** **Bid No. 0774-23**

Carahsoft Technology Corp **TOTAL: $429,712.80**

Consider authorizing a contract with Carahsoft Technolog Corp. for Clariti software system to improve and enhance the business processes performed by the Planning, Engineering, Code Compliance, and Building Inspection departments. The Clariti software system will provide robust project, permit, case management, and financial capabilities necessary to automate and streamline workflows, decrease processing time, and increase efficiency. Key capabilities of the system include an easy-to-use portal where customers can obtain appropriate services online, process transparency, collaborative communication tools, digital plan review, and robust reporting tools all within a system that is configurable and provides the highest level of security. The Clariti system will eliminate manual processes and existing systems that are reaching the end of useful life. This request is for the initial purchase of Clarity software and includes the annual renewal of the subscription and maintenance agreement as long as the City continues to utilize the software. Implementation services provided by Unisys Corporation will be presented for consideration under a separate Purchasing Report.

k. APPROVED **Jupiter and Kingsley Water and Sanitary Sewer Improvements** **Bid No. 0747-23**

Grantham & Associates, Inc. **TOTAL: $344,045.00**

Consider authorizing a contract with Grantham & Associates, Inc. to obtain engineering, surveying, geotechnical, and subsurface utility engineering services for Jupiter and Kingsley water and sanitary sewer improvements. These improvements will enable Garland to assume ownership from Dallas of water and sanitary sewer services to the properties located at the southwest corner of the Kingsley and Jupiter intersection.

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

a. APPROVED Z 22-80, Jerry Handy (District 7)

Ordinance No. 7428 amending the Garland Development Code of the City of Garland, Texas, by approving 1) an amendment to Planned Development (PD) District 21-01 to allow Elder-Care Independent Living based in the Multi-Family-0 (MF-0) District and 2) a Detail Plan for Elder Care-Independent Living on a 12.787-acre tract of land located at 2055 Arapaho 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. APPROVED Z 23-03, Wier & Associates, Inc. (District 3)

Ordinance No. 7429 amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for a Financial Institution, Drive-Through Service Use on a 0.685-acre tract of land located at 3150 Broadway Boulevard zoned Community Retail (CR) District; 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. APPROVED Z 23-10, Vasquez Engineering, LLC (District 3)

Ordinance No. 7430 amending the Garland Development Code of the City of Garland, Texas, by approving a Change in Zoning from Agricultural (AG) District to Single-Family-Estate (SF-E) District on a 0.760-acre tract of land located at 6401 Lyons 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.

4. APPROVED Name change recommendation for the Boneyard Skate Park

Council approved the renaming of the Boneyard Skate Park, adopting **Ordinance No. 7432**

5. APPROVED Council approved a lease renewal with Dallas County Hospital District dba Parkland Health for property located at 802 Hopkins Street

In September of 1993, the Garland City Council approved a 30-year land lease with Dallas County Hospital District dba as Parkland Health at the Carver Multipurpose Complex for a health clinic. The lease is an interlocal agreement. The address of the property is 802 Hopkins Road, Garland Texas. The terms of the lease are only for the land, Parkland Health is responsible for any facility on the property including construction and maintenance.

6. APPROVED Acquisition of Property Located at 1317 Blanco Lane Through the CDBG Funded GREAT Homes Program

Council approved the purchase of the property located at 1317 Blanco Lane and authorizing the City Manager to execute all legal documents regarding the purchase of the property for the accepted offer price of $335,000. Funding for the project will be provided through the Community Development Block Grant GREAT Homes Program. The program's mission is to provide safe and affordable housing for income-qualified buyers. This item was reviewed by City Council at the May 1, 2023, Work Session.

7. APPROVED TxDOT Click It or Ticket Grant May 2023

Council approved **Resolution No. 10579** authorizing the City Manager to accept a Texas Department of Transportation (TXDOT) Selective Traffic Enforcement Program (STEP) CIOT (Click It or Ticket) Grant for May 2023.

8. APPROVED Council approved Funding Resolution No. 10580 or the 20% local match (approximately $5 million) for the Harbor Point Shoreline Trail as part of the 2023 TxDOT TA Call for Projects.

This is a proposed trail and boardwalk amenity that aims to create an extraordinary lakefront experience along Lake Ray Hubbard that improves safety, access, and modal optionality for bicyclists and pedestrians. Additionally, the project will enhance the quality of life for people of all ages and abilities and catalyze significant, positive economic growth and tourism in Garland. The HPST is a shared use path (SUP) that is part of a regional trail network identified on the NCTCOG Regional Veloweb, is identified as a priority linkage in the City of Garland's 2021 Trails and Bikeways Master Plan, and will connect to proposed bicycle and pedestrian facilities with the IH-30 expansion project. This grant provides Garland with the opportunity to partner with State and Federal agencies to construct a unique amenity that will be a regional hub for multi-modal transportation in the D/FW Metroplex. Garland is applying under the "Large Scale Active Transportation Infrastructure" category, which is made available through the Infrastructure Investment and Jobs Act (IIJA), also known as the "Bipartisan Infrastructure Law". The target funding amounts within this category range between $5 million to $25 million per project. The City of Garland is applying for the maximum amount available

in this category, and the local match requirement is 20% with the Federal match being 80%, which calculates to approximately $5 million for the local match. As part of the grant application, the project sponsor (City of Garland) is required to include a Funding Resolution that expresses the commitment for the project once awarded.

9. APPROVED Council approved Resolution No. 10581 pursuing a Cultural District designation from the Texas Commission on the Arts for an approximately 1.5 mile square area located in central Garland. The application is due on June 15, 2023, and information about the Cultural District process was shared at on Monday, May 1, 2023, Council Work Session.

Cultural Districts are special zones designated by the Texas Commission on the Arts that harness the power of cultural resources to stimulate economic development and community revitalization. These districts can become focal points for generating business, attracting tourists, stimulating cultural development and fostering civic pride. Currently, there are 52 recognized Cultural Districts in Texas. A letter of intent was issued from the City Manager's Office on January 26, 2023, in support of Garland's application.

ITEMS FOR INDIVIDUAL CONSIDERATION

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10. APPROVED Council approved an ordinance canvassing the results of an election for Mayor and a General Election for the purpose of electing candidates to the Office of City Council of the City of Garland, Texas, for an election having been held on May 6, 2023; declaring the results of that election; and providing an effective date.

Formal canvassing of the returns and declaring the results of the May 6, 2023, General Election held for the purpose of electing a Mayor and candidates to the Office of the City Council of the City of Garland for Districts 3, 6, 7 and 8.

The motion was made by Mayor Pro Tem Morris to pass and approve the election canvassing **Ordinance No. 7431** in the form and the substance presented to us by the City Attorney determining that the following candidates were elected to their respective offices, seconded by Deputy Mayor Pro Tem Smith:

Scott LeMay – Mayor
Ed Moore – Councilmember, District 3
Carissa Dutton – Councilmember District 6
Dylan Hedrick – Councilmember District 7
Chris Ott – Councilmember District 8

motion carried:

Vote: 9 ayes, 0 nays

Conduct the swearing in of Mayor and Council Members for District 3, 6, 7, and 8.

Mayor LeMay was sworn in by Kay LeMay Gomez (mother) along with her husband Ray Gomez. Also accompanying Mayor LeMay were his wife Tiffany LeMay, daughters Reagan and Morgan, and friend Jovani Villarreal.

Mayor LeMay presented thanked his family, friends, Garland Fire Fighters Association and the Greater Dallas Apartment Association. He thanked the National Association for the Advancement of Colored People (NAACP), Garland Association for Hispanic Affairs (GAFHA) for continuing to sponsor candidate forums and the Vietnamese United Football Club for registering voters in the Vietnamese and Asian American Community.

He plans to continue focusing on the completion of the 2019 Bond Program and other future projects.

Mayor LeMay called Council Member Moore to the podium to be sworn in. He was sworn in by his daughter, Tracy Moore. Also accompanying Council Member Moore were his wife Dianne Moore, family friend Catherine McIntosh and campaign mascot Lady Catherine.

Council Member Moore presented comments thanking his family and constituents.

Mayor LeMay called Council Member Vera to the podium presenting him with a service plaque and City flag. Bill Crews, President of the Garland Fire Fighters Association, presented Council Member Vera with a plaque.

Council Member Vera presented comments on the progress made during his time on Council, thanking his wife Jeanie, staff and citizens for assisting him in serving the citizens of Garland.

Mayor LeMay provided history on the service of women to the City Council, there only having been 15. He explained this night is historical, because it is the first time three women have served on a Council.

Mayor LeMay called Council Member elect Carissa Dutton to the podium to be sworn in. She was sworn in by Heather Lambert, Parks and Recreation and Krystle Dillion, Holford Recreation Center Aid.

Council Member Dutton presented comments, after which, Council Member Vera removed his placard from the dais and Council Member Dutton replaced it with hers and took her place at the dais.

Mayor LeMay called Council Member Hedrick to the podium to be sworn in. He was sworn in by his wife, Katie Hedrick. Their children: Kara, Elissa and Tyler were also present.

Council Member Hedrick spoke of his service on the Bond Study Committee, Plan Commission and as a Council Member. He committed to working hard on the completion of the 2019 Bond Program. He thanked his wife and children for their support. He expressed his gratitude for having the opportunity to serve this community.

Mayor LeMay presented Deputy Mayor Pro Tem Smith with a service plaque and City flag. Bill Crews presented Deputy Mayor Pro Tem Smith with a plaque from the Fire Fighters Association.

Deputy Mayor Pro Tem Smith was joined by his wife April and daughter Lauren; his mother was present in the audience. He shared some experiences, and gratitude for the opportunity to serve. He complimented the City staff for the job they do. He stated: "Garland's best days are ahead of it."

Mayor LeMay called Council Member elect Christopher Ott to the podium to be sworn in. He was sworn in by his wife Kenia Hudson-Ott and mother, Reba Ott, also present was his father, Granville Ott.

Council Member Ott presented comments, after which, Deputy Mayor Pro Tem Smith removed his placard from the dais and Council Member Ott replaced it with his and took his place at the dais.

11. Hold public hearing on:

a. APPROVED Consider a Zoning request by Modern TH, LLC to construct fifty (50) townhouses. The site is located at 1951 and 1975 State Highway 66 in District 2.

Consideration of the application of Modern TH, LLC., requesting approval of a Change in Zoning from Planned Development (PD) District 02-38 for Mixed Uses to a Planned Development (PD) District for Single-Family Attached. This property is located at 1951 and 1975 State Highway 66. (File Z 22-48, District 2)

The staff report was presented by William Guerin, Director of Planning and Paul Luedtke, Director of Transportation. The speaker on this item was Jimmy Tanghongs, applicant.

There was discussion by the Council.

The motion was made by Mayor Pro Tem Morris to approve the Zoning request (Item 11a) and the Detail Plan (Item 11b) as presented, with an EV parking space as a condition of the Planned Development, seconded by Council Member Moore. Motion carried:

Vote: 9 ayes, 0 nays

b. APPROVED Consider a Detail Plan request by Modern TH, LLC to construct fifty (50) townhouses. The site is located at 1951 and 1975 State Highway 66 in District 2.

Consideration of the application of Modern TH, LLC., requesting approval of a Detail Plan for a Single-Family Attached (SFA) development. This property is located at 1951 and 1975 State Highway 66. (File Z 22-48, District 2)

c. APPROVED Consider a Zoning request by McGinnis Development to construct eighty-eight (88) townhouses. The site is located at 417 East Centerville Road, and 402, 502, and 698 East Kingsley Road in District 5.

Consideration of the application of McGinnis Development, requesting approval of a Change in Zoning from Multi-Family-1 (MF-1) District, Neighborhood Office (NO) District and Single-Family-7 (SF-7) District to a Planned Development (PD) District for Single-Family Attached Uses. This property is located at 417 East Centerville Road, and 402, 502, and 698 East Kingsley Road. (File Z 22-59, District 5)

The staff report was presented by William Guerin, Director of Planning, Robert Ashcraft, Director of Water Utilities and Paul Luedtke, Director of Transportation. The speaker on this item was Stephen C. McGinnis, applicant.

There was discussion by the Council.

The motion was made by Council Member Lucht to approve the Zoning request (Item 11c) and Detail Plan (Item 11d) as presented, to include the entry B option, seconded by Mayor Pro Tem Morris. Motion carried:

Vote: 9 ayes, 0 nays

d. APPROVED Consider a Detail Plan request by McGinnis Development to construct eighty-eight (88) townhouses. The site is located at 417 East Centerville Road, and 402, 502, and 698 East Kingsley Road in District 5.

Consideration of the application of McGinnis Development, requesting approval of a Detail Plan for Single-Family Attached (SFA) development. This property is located at 417 East Centerville Road, and 402, 502, and 698 East Kingsley Road. (File Z 22-59, District 5)

e. APPROVED Consider a Plan request by Pape-Dawson Engineers, Inc. to construct a coffee shop with a drive-through [Starbucks Coffee]. The site is located at 6002 North Garland Avenue in District 1.

Consideration of the application Pape-Dawson Engineers, Inc., requesting approval of a Plan for a Restaurant, Drive-Through Use. This property is located at 6002 North Garland Avenue. (File Z 23-01, District 1)

The staff report was presented by William Guerin, Director of Planning. The Speaker on this item was Tyler Parr, Graco Real Estate.

There was discussion by the Council.

The motion was made by Council Member Bass to approve the Plan request (Item 11e) and the Specific Use Provision (Item 11f), seconded by Council Member Ott. The motion carried:

Vote: 9 ayes, 0 nays

f. APPROVED Consider a Specific Use Provision request by Pape-Dawson Engineers, Inc. to construct a coffee shop with a drive-through [Starbucks Coffee]. The site is located at 6002 North Garland Avenue in District 1.

Consideration of the application of Pape-Dawson Engineers, Inc., requesting approval of a Specific Use Provision for a Restaurant, Drive-Through Use on a property zoned Community Retail (CR) District. This property is located at 6002 North Garland Avenue. (File Z 23-01, District 1)

12. **Citizen comments:** Lona Varwig

13. **Adjourn:** There being no further business to come before the City Council, Mayor LeMay adjourned the meeting at 9:30 p.m.

Submitted By:

_____

Scott LeMay, Mayor

_____

Eloyce René Dowl, City Secretary

GARLAND
PURCHASING REPORT

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

Meeting Date: 06/06/2023
Item Title: Ambulance Cots, Loaders, and Stair Chairs
Submitted By: Mark Lee, Fire Chief
Bid Number: 0604-23

Purchase Justification:

The request is to provide ambulance equipment including ambulance cots, loaders, powered cots, stair chairs, Lucas devices, batteries, parts, and related accessories.

Evaluation:

Stryker Sales Corp. is the Sole Source provider for Stryker cots and related accessories. Garland Fire Department has standardized the Stryker equipment for functional and operational consistency, ambulance compatibility, and interchangeability of maintenance and repair parts. As competitive bids were not received, Bid Recap is not included.

Award Recommendation:

Vendor	*Item*	*Amount*
Stryker Sales Corp.	All	$290,581.08
	TOTAL:	**$290,581.08**

Basis for Award: Sole Source
Purchase Requisition #: 49005

Fiscal Impact

Total Project/Account:	$5,533,905
Expended/Encumbered to Date:	$3,635,322
Balance:	$1,898,583
This Item:	$290,581
Proposed Balance:	$1,608,002
Account #:	691-1399-1210721-9009

Fund/Dept/Project – Description and Comments:
Public Safety CIP / Ambulance Replacement

Attachments

Requisition and quotes

Fiscal Reference:	
Budget Type:	CIP
Fiscal Year:	2023
Document Location:	Page 161

Budget Director Approval:	Allyson Bell Steadman	Approval Date: 05/24/2023
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 05/23/2023

PR 49005 3-20-23

GARLAND

PROCUREMENT

Purchase Award Recommendation

DATE: 03/17/2023 PR NO.:

TO: PROCUREMENT

FROM: DIRECTOR OF Fire DEPT. NO.: 130 BID NO.:

DESCRIPTION: New BL for Stryker Products (ambulance equipment)

Recommended Vendor(s)	Item Number(s)	Amount
Stryker		290581.08
	Total	

ACCOUNT INFORMATION:

Account #(s)	Item #(s)	Grant Funded: Yes/No	Capital-CIP: Yes/No
1321-7131 and 6003		No	No
451-6999		No	No
		No	No

AWARD BASED ON: Sole Source - One source due to patents/copyrights.

ADDITIONAL AWARD INFORMATION:

Current price listing and sole source documentation attached

APPROVALS:

Department Head/Director (up to $100k and change orders up to $50K) — Date: 3-17-23

Managing Director/GPL COO (up to $150K and BL renewals more than $100K) — Date: 03/20/23

Budget Director/Analyst (CIP and/or Capital more than $25k) — Date

ACM/DCM/GPL GM and City Manager (up to $250K) — Date

Procurement Director — Date

Purchase Requisition Form
Garland Fire Department

- [ ] Purchase Order (PO)
- [ ] Department Purchase Order (DPO)
- [x] Blanket (BL)

Description (Attach quotes, sole source letter, or Bid specs) New BL for Stryker Products

Purpose New Blanket Order, with 4 renewals, for ambulance cot loaders, powered cots, stair chairs, Lucas Devices, batteries, parts, and related accessories. Current price list, and sole source letters attached.

Budgeted Expense Yes

Amount $290581.08

Department Account 1321-7131, 1321-6003

CommodityCode 565-03

PO or BL Number

RECOMMENDED VENDOR INFO

Vendor Stryker

Vendor Number 31102
(If not a vendor with the city, include vendor application)

Vendor Contact Email Address David.B.Atkinson@stryker.com

Proposed by Jeffrey Henderson

Signature  Date 3/17/23

Approved by Assistant Chief Carl Coan

Signature  Date 3.17.23

Approved by Fire Chief (Required if over $25,000)

Signature  Date 3.20.23

stryker

Blanket Order Pricing 2022

Quote Number: 10322800

Version: 1

Prepared For: GARLAND FIRE DEPT

Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: David Atkinson

Email: david.b.atkinson@stryker.com

Phone Number: 2145480069

Mobile: 2145480069

Quote Date: 03/17/2023

Expiration Date: 06/15/2023

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	GARLAND FIRE DEPT	Name:	GARLAND FIRE DEPT	Name:	GARLAND FIRE DEPT
Account #:	1164953	Account #:	1164953	Account #:	1164953
Address:	1500 HIGHWAY 66	Address:	1500 HIGHWAY 66	Address:	1500 HIGHWAY 66
	GARLAND		GARLAND		GARLAND
	Texas 75040-6727		Texas 75040-6727		Texas 75040-6727

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6506000000	Power-PRO XT	6	$21,777.81	$130,666.86
1.1	6085033000	PR Cot Retaining Post		$0.00	$0.00
1.2	7777881669	3 Yr X-Frame Powertrain Wrnty		$0.00	$0.00
1.3	7777881670	2 Yr Bumper to Bumper Warranty		$0.00	$0.00
1.4	6506026000	Power Pro Standard Components		$0.00	$0.00
1.5	6500001430	X-RESTRAINT PACKAGE		$0.00	$0.00
1.6	0054030000	DOM SHIP (NOT HI, AK, PR, GM)		$0.00	$0.00
1.7	6506600000	English Manual		$0.00	$0.00
1.8	6085031000	Trendelenburg		$0.00	$0.00
1.9	6506038000	Steer Lock Option		$986.73	$5,920.38
1.10	6060036017	Short Hook		$0.00	$0.00
1.11	6506127000	Power-LOAD Compatible Option		$2,179.92	$13,079.52
1.12	6500028000	120V AC SMRT Charging Kit		$0.00	$0.00
1.13	6500003130	KNEE GATCH BOLSTER MATRSS, XPS		$0.00	$0.00
1.14	6506040000	XPS Option		$2,574.24	$15,445.44
1.15	6085046000	Retractable Head Section O2		$236.22	$1,417.32
1.16	0054200994	NO RUNNER		$0.00	$0.00
1.17	6500315000	3 Stage IV Pole PR Option		$468.72	$2,812.32

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Blanket Order Pricing 2022

Quote Number: 10322800

Version: 1

Prepared For: GARLAND FIRE DEPT

Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: David Atkinson

Email: david.b.atkinson@stryker.com

Phone Number: 2145480069

Mobile: 2145480069

Quote Date: 03/17/2023

Expiration Date: 06/15/2023

#	Product	Description	Qty	Sell Price	Total
1.18	6506012003	STANDARD FOWLER		$0.00	$0.00
1.19	639000010902	LABEL, WIRELESS		$0.00	$0.00
1.20	6500128000	Head End Storage Flat		$179.49	$1,076.94
1.21	6500147000	Equipment Hook		$67.89	$407.34
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	$33,954.30	$33,954.30
3.0	650705550002	6507 POWER PRO 2, MID CONFIG	1	$31,931.55	$31,931.55
4.0	650707000002	Lithium-Ion Battery	1	$984.87	$984.87
5.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	$1,409.88	$1,409.88
6.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	6	$31,013.64	$186,081.84
7.0	6390700001	FLOOR PLATE ASSY KIT	1	$843.51	$843.51
8.0	6252000000	Stair-PRO Model 6252	6	$4,426.80	$26,560.80
8.1	7777881660	1 year parts, labor & travel		$0.00	$0.00
8.2	6252009001	Stair-Pro Operations Manual		$0.00	$0.00
8.3	6250001162	In-Service Video (DVD)		$0.00	$0.00
8.4	6252026000	Common Components		$0.00	$0.00
8.5	6250021000	2 Piece ABS Panel Seat		$0.00	$0.00
8.6	6250160000	Polypropelene Restraint Set(Plastic Buckles)		$0.00	$0.00
8.7	6252022000	Main Frame Assy Option		$0.00	$0.00
8.8	6250024000	Standard Length Lower LiftHandles		$0.00	$0.00
8.9	6252028000	No Foot Rest Option		$0.00	$0.00
8.10	6252040000	Removable Head Support		$99.51	$597.06
8.11	6252024000	No IV Clip Option		$0.00	$0.00
9.0	6500700058	SMRT POWER KIT-120V AC, 12V DC	1	$1,714.92	$1,714.92
10.0	6500201000	SMRT Charger	1	$1,060.20	$1,060.20
11.0	6500033000	SMRT Pak	1	$574.74	$574.74
12.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	$32.55	$32.55

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

Blanket Order Pricing 2022

Quote Number: 10322800

Version: 1

Prepared For: GARLAND FIRE DEPT

Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: David Atkinson

Email: david.b.atkinson@stryker.com

Phone Number: 2145480069

Mobile: 2145480069

Quote Date: 03/17/2023

Expiration Date: 06/15/2023

#	Product	Description	Qty	Sell Price	Total
13.0	650600030010	XPR RESTRAINT PACKAGE	1	$644.49	$644.49
14.0	11576-000071	LUCAS External Power Supply	1	$418.20	$418.20
15.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	1	$562.70	$562.70
16.0	11576-000094	LUCAS Carrying Case, Hard Shell, STRYKER	1	$506.60	$506.60
17.0	11576-000090	LUCAS Grip Tape (3-pack) for Slim Back Plate	1	$78.20	$78.20
18.0	11576-000088	LUCAS 3 Back Plate	1	$445.40	$445.40
19.0	21576-000074	LUCAS Stabilization Strap	1	$103.70	$103.70
20.0	11576-000050	LUCAS Patient Wrist Straps (1 Pair)	1	$117.30	$117.30
21.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	$20,015.00	$20,015.00
22.0	11576-000060	LUCAS Desk-Top Battery Charger	1	$1,321.75	$1,321.75
23.0	11576-000071	LUCAS External Power Supply	1	$492.00	$492.00
24.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	$925.00	$925.00
				Equipment Total:	$482,202.68

Price Totals:

Grand Total:	$482,202.68

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

stryker

March 2022

To whom it may concern,

Stryker certifies that we are the sole manufacturer of the Power-PRO™ 2 ambulance cot (Model 6507). This correspondence is to inform you of the characteristics of the Power-PRO 2 ambulance cot. These characteristics can be broken down into two primary categories: independent qualification and ease of use and maintenance.

Independent qualification

- IP36: The system is tested to withstand powerful water jets.
- Conforms to IEC 60601-1, IEC 60601-1-2, IEC 60601-1-12: The Power-PRO 2 cot conforms to industry standards for mechanical and electrical safety for medical electrical equipment intended for use in emergency medical services environment, as well as electromagnetic compatibility and immunity.
- Meets BS EN 1789 crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-Restraints.
- Designed to conform to KKK-A-1822, CAAS-GVS, NFPA-1917.
- Meets the following:
    - 16 CFR 1632 (U.S. Flammability)
    - BS EN 597-1 (European Flammability)
    - BS EN-1865-2, BS EN-1865-3 (European Power Assisted cots)
    - Meets AS/NSZ-4535 dynamic crash test safety standards when used with Power-LOAD cot fastener and X-restraints.

Ease of use and maintenance

- The cot has a weight capacity of 700 pounds.
- The cot has an adjustable loading height (up to 36 inches). Operators can use the cot control switches at the foot end of the cot to match any ambulance deck height.
- The cot can extend to 84 inches to allow for better leverage when manually loading/unloading.
- The cot can retract to 60 inches to allow for better mobility in tight spaces.
- The lithium-ion battery is placed at the foot end of the cot and can be accessed with a single hand.
- The battery's LED bars indicate battery power level, as well as charging and error status.
- The cot features a foot end light to help medics navigate through dark environments.
- Reflectors on the cot legs increase visibility for enhanced safety.
- The cot is equipped with Smart Equipment Management™(SEM™), an interactive dashboard that helps you maximize your investment, minimize downtime and remotely manage your fleet.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. The cot will not abruptly jar the operator or patient.
- The cot is equipped with a bumper detection system that will stop the extension of the legs if they are obstructed while the cot is suspended.
- The cot legs power-retract and power-extend in 1.5 seconds, which speeds load and unload time.

- The foot end lifting bars and cot control switches at two different heights provide optimum ergonomics to most operator heights.
- The transport height feature lowers the cot to a suggested level at the touch of a button for safe patient transport outside an ambulance.
- The foot end is equipped with a transport handle to provide better ergonomics while in transport height.
- The cot has 6 x 2 inch, sealed casters and bearings, including integrated steer and wheel locks that can be activated from the head end or foot end of the cot.
- The cot features powder-coating of the entire aluminum frame (including the patient handling surfaces), eliminating aluminum oxidation throughout the cot.
- The cot is power washable.

Please contact your account manager for more information.

Sincerely,



John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SEM, Smart Equipment Management, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Mkt Lit-2011 24 JUN 2020 REV B

March 2022

Stair-PRO® Stair Chair sole source and bid spec information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Stair-PRO (Model 6252) Stair Chair. This correspondence is to inform you of the characteristics of the Stair-PRO (Model 6252).

Standard features:

- High visibility powder-coated yellow frame
- Color-coded controls
- Extendable foot end lift handles
- Locking rear lift handles
- Molded hand grips
- Lightweight, rugged aluminum construction
- Oversized rear wheels with sealed bearings
- Folds to compact storage size
- Power washable
- Grease-free maintenance

Ease of use:

- Innovative Stair-TREAD system
- Extendable upper control handle
- 4-inch (10 cm) front caster wheels

Patented exclusivity:

- Patent Number: 6648343
- Patent Abstract: The present invention is directed to a stair chair. The stair chair includes a seat assembly mounted to a main frame and configured to pivot about a first pivot axis. A rail assembly having two laterally spaced brackets provided at a lower end of the rail assembly is included. A back wheel is rotatably supported on each bracket for rotation about a common axis of rotation. At least two mounts are provided at a lower end of the main frame, each of which is configured to pivotally connect one of the brackets to the main frame for movement about a second pivot axis. The rail assembly and seat assembly are configured to pivot about their respective pivot axes independent of movement of one another.

Please contact your Sales Representative for further information.

Sincerely,

John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Stair-PRO, Stair-TREAD, Stryker. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Emergency Care
3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com

stryker

April 2022

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Vice President, Americas Sales

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Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care
11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

March 2022

Power-PRO™ XT Cot sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Power-PRO XT Cot (Model 6506). This correspondence is to inform you of the characteristics of the Power-PRO Cot. These characteristics can be broken down into two primary categories: **qualifications** and **ease of use**.

Qualifications:

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-PRO XT Cot conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-LOAD Cot Fastener and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD Cot Fastener and X-Restraints.

Ease of use:

- The cot has a weight capacity of 700 lb.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. Thus, the cot will not abruptly jar the operator or patient.
- The battery is placed at the foot end of the stretcher.
- The cot legs power-retract in 3.5 seconds which speeds load time.
- The cot provides a load height of 36" and is operator adjustable to match the deck height of individual ambulances.
- The foot-end of the cot provides lifting bars and operator controls at two different heights, thus providing optimal ergonomics to most operator heights.
- The foot end of the cot contains a large battery indicator light which displays amber or green which indicates battery level. A warning is given by a flashing amber light, providing the operator the time to change the battery before full depletion of power.
- The Model 6506 has 6" x 2" sealed casters and bearings.
- The cot features a foot end mounted hourly usage meter. This tool can be used to determine the timing of preventative maintenance checks.
- The cot features powder-coating of the aluminum frame (including the patient handling surfaces) and sealed caster bearings, thus reducing aluminum oxidation throughout the cot.
- The cot is power washable.

Please contact your Sales Representative for further information.

Sincerely,

John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Performance-LOAD, Power-LOAD, Power-PRO, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo. Copyright © 2022 Stryker. M0000001063 REV AB

Emergency Care
3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com

March 2022

Power-LOAD® Cot Fastener sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Power-LOAD Cot Fastener (Model 6390). This correspondence is to inform you of the characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: **qualifications** and **ease of use**.

Stryker's Power-LOAD (Model 6390) Cot Fastener is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. Stryker's Power-LOAD is the only powered cot fastening system that meets the following:

Qualifications:

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-LOAD Cot Fastener conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-PRO Cot and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges.
- SAE J3027 compliant when used with Stryker's Power-PRO Cot and X-Restraints

Ease of use:

- Provides a linear guide for loading and unloading the cot.
- Allows for remote actuation from Power-PRO foot end controls.
- Engages to the cot during loading and unloading, providing a means of lifting and lowering.
- Safe working load of 870 lb and capable of lifting patients weighing up to 700 lb.
- Mounts inside the patient compartment to prevent environmental exposure and corrosion.
- Power washable.
- Capable of inductively charging Stryker's SMRT Battery.

Please contact your Sales Representative for further information.

Sincerely,

John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SMRT, Stryker. All other trademarks are trademarks of their respective owners or holders.

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GARLAND
PURCHASING REPORT

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

Meeting Date: 06/06/2023
Item Title: Audubon Park Water and Wastewater Replacements
Submitted By: Michael Polocek, Engineering Director
Bid Number: 0020-23

Purchase Justification:

This request is for the construction of the Audubon Park Water and Wastewater Replacements project. The scope consists of the construction of 3,000 linear feet of water lines, 1,400 linear feet of wastewater lines, and 200 square yards of sidewalks to replace the existing water and wastewater mains in Audubon Park and the water main in Country View Lane. An optional contingency is included for any additional work that may be required.

Evaluation:

A request for bids was issued per Purchasing procedures. Five (5) bids were received and evaluated with A & M Construction and Utilities, Inc. submitting the Straight Low Bid.

Award Recommendation:

Vendor	*Item*	*Amount*
A & M Construction and Utilities, Inc.	All	$1,305,904.00
Optional Contingency		130,591.00
	TOTAL:	**$1,436,495.00**

Basis for Award: Straight Low Bid
Purchase Requisition #: 48923

Fiscal Impact

Total Project/Account:	$49,055,566
Expended/Encumbered to Date:	$34,212,851
Balance:	$14,842,715
This Item:	$1,436,495

Proposed Balance: $13,406,220

Account #: 220-4049-3019200-9214 and 230-4149-3215700-9305

Fund/Dept/Project – Description and Comments:

Water CIP / Relocation of Mains Prior to Paving Program	$933,722
Wastewater CIP / Relocation of Mains Prior to Paving Program	$502,773
Total	**$1,436,495**

Attachments

Bid Recap
Location Map

Fiscal Reference:
Budget Type: CIP
Fiscal Year: 2023
Document Location: Pages 231 & 251

Budget Director Approval: Allyson Bell Steadman Approval Date: 05/23/2023

Purchasing Director Approval: Gary L. Holcomb Approval Date: 05/19/2023

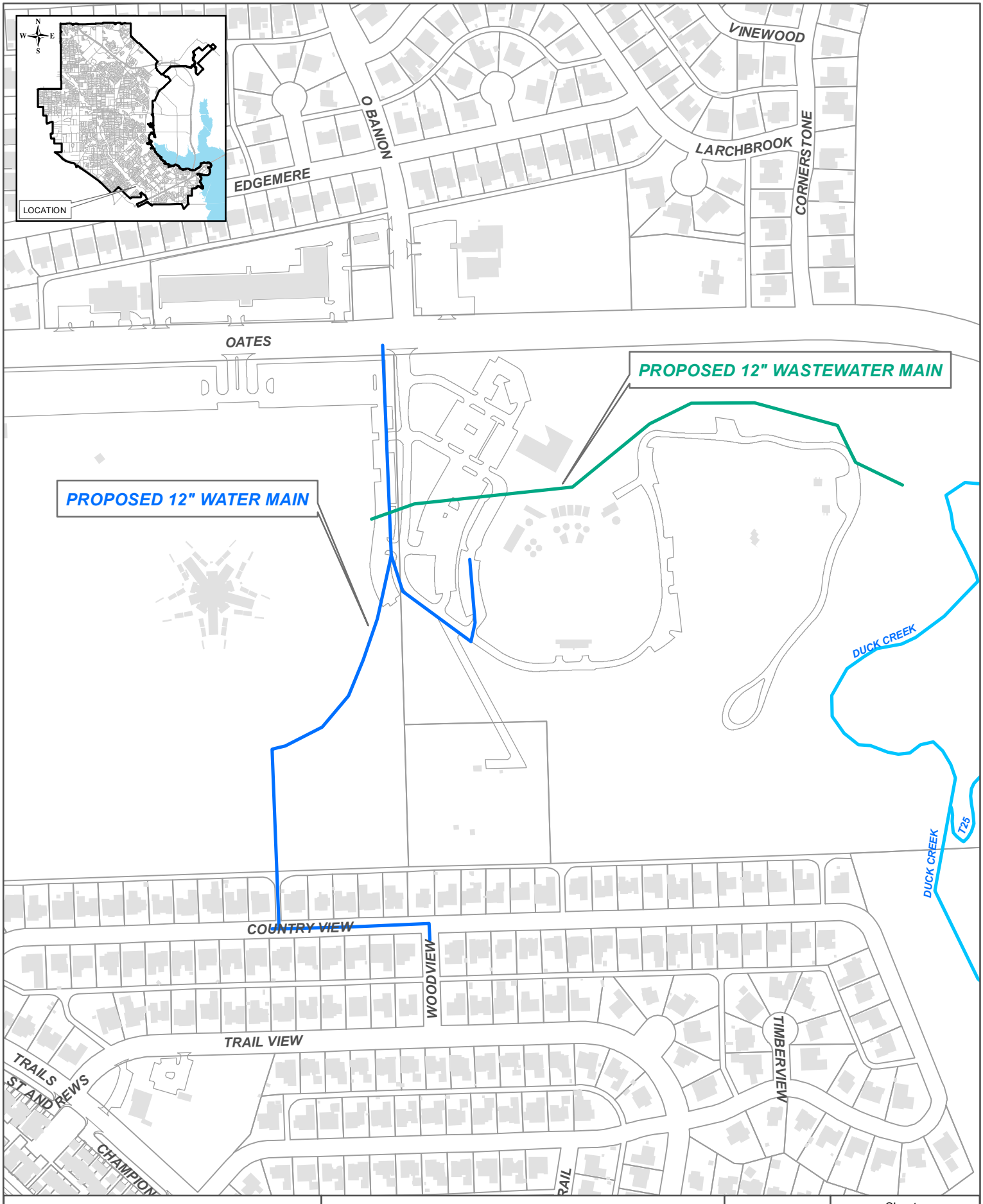
CITY OF GARLAND - BID RECAP SHEET
OPENED: 04/13/2023
REQ. NO 48923
BID NO. 0020-23
PAGE: 1 of 1
BUYER: L. Segura

ITEM	QTY	UNIT	DESCRIPTION	A&M Construction & Utilities, Inc. UNIT PRICE	A&M Construction & Utilities, Inc. TOTAL	Flow-Line Construction, Inc. UNIT PRICE	Flow-Line Construction, Inc. TOTAL	Tri-Con Services, Inc. UNIT PRICE	Tri-Con Services, Inc. TOTAL	SYB Construction Company, Inc. UNIT PRICE	SYB Construction Company, Inc. TOTAL	Atkins Bros. Equip., Co. UNIT PRICE	Atkins Bros. Equip., Co. TOTAL
1	1	1	Audubon Park Water and		$1,436,495.00		$1,787,793.00		$2,051,496.00		$2,442,317.00		$5,150,298.00
			Wastewater Replacements										
			(Includes Optional Contingency)										
			TOTAL GROSS PRICE		$1,436,495.00		$1,787,793.00		$2,051,496.00		$2,442,317.00		$5,150,298.00
			CASH DISCOUNT										
			TOTAL NET PRICE		$1,436,495.00		$1,787,793.00		$2,051,496.00		$2,442,317.00		$5,150,298.00
			F.O.B.		DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED
			DELIVERY										

NEXT LOW: **$1,787,793.00**
LOW: **$1,436,495.00**
SAVINGS: **$351,298.00**

1119 # IonWave Notifications
184 # IonWave HUBS
0 # Direct Contact HUBS
3 # 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
ENGINEERING

AUDUBON PARK WATER & WASTEWATER REPLACEMENT

Scale: NTS
Date: 3/3/2023
Drawn: JW

File: Oates_WW_Water.mxd

Sheet 1 of 1

Not to Scale

GARLAND
PURCHASING REPORT

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

Meeting Date: 06/06/2023

Item Title: Ballinger, Bonita, Cortez, Lamesa, and Belita Paving, Drainage, Water and Wastewater Improvements

Submitted By: Michael Polocek, Engineering Director

Bid Number: 0550-23

Purchase Justification:

This request is to provide paving, drainage, water, and wastewater infrastructure improvements for Ballinger, Bonita, Cortez, Lamesa, and Belita Drives. The project consists of the construction of 7,400 linear feet of wastewater lines, 1,650 linear feet of water lines, 6,150 square yards of street paving, 1,600 square yards of sidewalk, and 1,550 linear feet of stormwater lines. An optional contingency is included for any additional work that may be required.

Evaluation:

A request for bids was issued per Purchasing procedures. Three (3) bids were received and evaluated with SYB Construction Company, Inc. submitting the Straight Low Bid.

Award Recommendation:

Vendor	*Item*	*Amount*
SYB Construction Company, Inc.	All	$5,780,232.75
Optional Contingency		578,023.00
	TOTAL:	**$6,358,255.75**

Basis for Award: Straight Low Bid

Purchase Requisition #: 48942

Fiscal Impact

Total Project/Account:	$29,822,942
Expended/Encumbered to Date:	$18,369,662
Balance:	$11,453,280
This Item:	$6,358,256
Proposed Balance:	$5,095,024
Account #:	Various Accounts

Fund/Dept/Project – Description and Comments:

Fund/Project	Account	Amount	Contingency	Total
Infrastructure Repair & Replacement Fund	831-4693-7111	$1,445,058	$144,506	$1,589,564
Water / Distribution Lines (Up to 14-inch)	220-4049-3019100-9214	$867,035	$86,703	$953,738
Wastewater / Relocation of Mains Prior to Paving	230-4149-3215700-9305	$2,890,116	$289,012	$3,179,128
Drainage / Local Flooding Program	625-1409-1423004-7101	$578,024	$57,802	$635,826
Total		**$5,780,233**	**$578,023**	**$6,358,256**

Attachments

Bid Recap
Location Map

Fiscal Reference:

Budget Type:	Operating Budget CIP
Fiscal Year:	2022-23
Document Location:	Oper. - Page 220, CIP - Pages 136, 230, & 251

Budget Director Approval:	Allyson Bell Steadman	Approval Date:	05/24/2023
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	05/22/2023

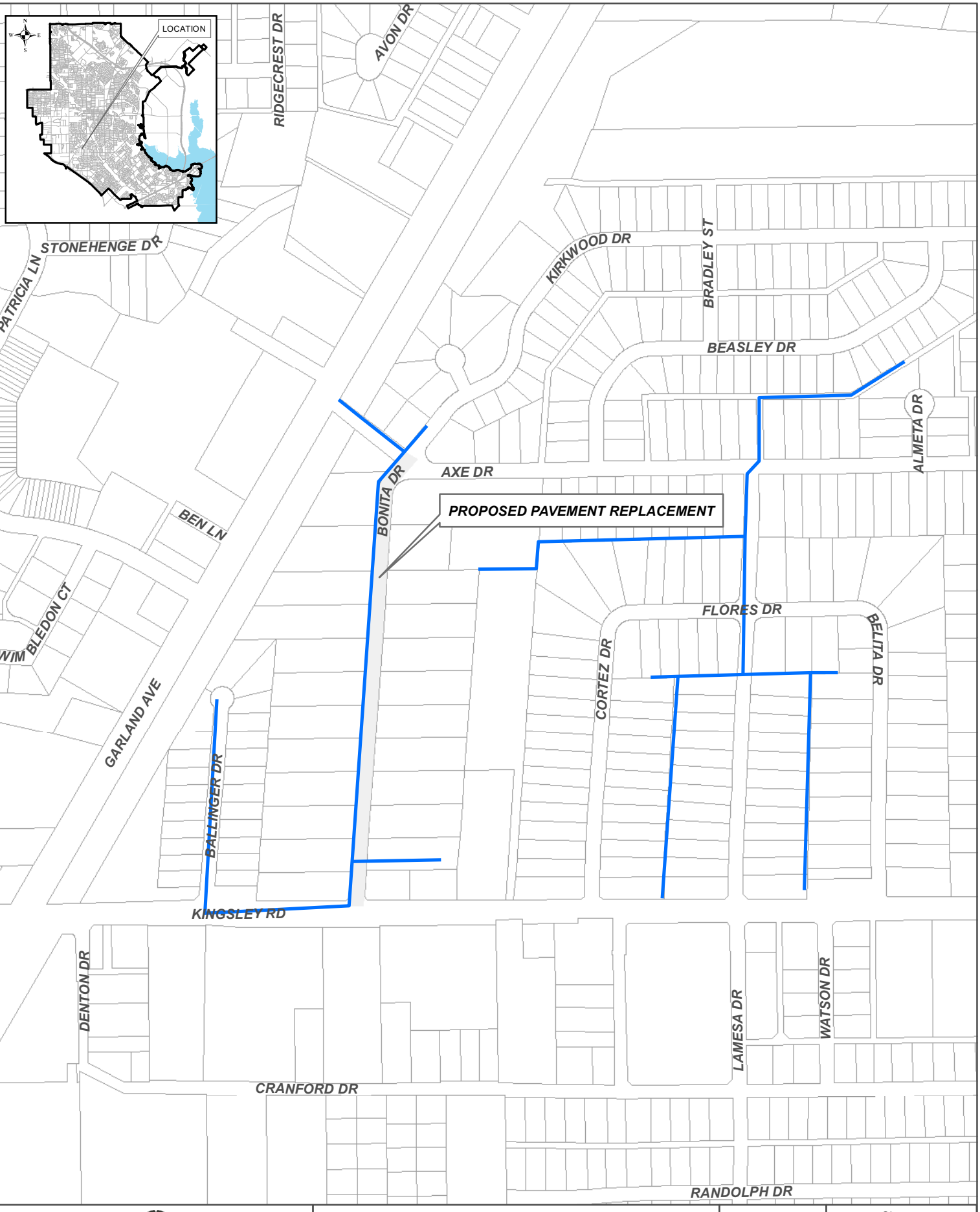
CITY OF GARLAND - BID RECAP SHEET
OPENED: 04/25/2023
REQ. NO. PR 48942
BID NO. 0550-23
PAGE: 1 of 1
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	SYB Construction Company, Inc. UNIT PRICE	SYB Construction Company, Inc. TOTAL	Tri-Con Services, Inc. UNIT PRICE	Tri-Con Services, Inc. TOTAL	The Fain Group, Inc. UNIT PRICE	The Fain Group, Inc. TOTAL	UNIT PRICE	TOTAL
1	1	Lt.	Ballinger, Bonita, Cortez, Lamesa		$5,780,232.75		$5,789,141.00		$6,987,643.80		
			and Belita Paving, Drainage,								
			Water and Wastewater Improv.								
			TOTAL GROSS PRICE		$5,780,232.75		$5,789,141.00		$6,987,643.80		
			CASH DISCOUNT								
			TOTAL NET PRICE		$5,780,232.75		$5,789,141.00		$6,987,643.80		
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW: $5,789,141.00
LOW: $5,780,232.75
SAVINGS: **$8,908.25**

1138 # IonWave Notifications
220 # IonWave HUBS
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 ENGINEERING

BALLINGER, BONITA, CORTEZ, LAMESA & BELITA PAVING, DRAINAGE, WATER & WASTEWATER IMPROVEMENTS

Scale: NTS
Date: 3/6/2023
Drawn: JW
File: Ballinger.mxd

Sheet 1 of 1

N

Not to Scale

GARLAND
PURCHASING REPORT

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

Meeting Date: 06/06/2023
Item Title: GP&L Plant Staffing Services
Submitted By: David Bernard, GP&L Production Services Director
Bid Number: 0497-23

Purchase Justification:

This request is to obtain experienced Power Plant Shift Supervisors and Control Room Operators for the Spencer and Olinger Power Plants. The outside labor resources will assist with facility safety, unit reliability, and staff augmentation. This approval is for a term agreement with two (2) optional renewals.

Evaluation:

A Request for Proposals was issued per Purchasing procedures. Five (5) proposals were received and evaluated. BuzzClan LLC and Laine Federal Solutions proposed hourly rates that are below the competitive range, and are considered non-responsible. NAES Corporation received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

Vendor	*Item*	*Amount*
NAES Corporation	All	$820,000.00
	TOTAL:	**$820,000.00**

Basis for Award: Best Value
Purchase Requisition #: 49299

Fiscal Impact

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

This Item:	$820,000
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 Electric Production account(s) as incurred.

Attachments

Bid Recap

Fiscal Reference:	
Budget Type:	Operating Budget
Fiscal Year:	2022-23
Document Location:	Page 241

Budget Director Approval:	Allyson Bell Steadman	Approval Date: 05/19/2023
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 05/15/2023

CITY OF GARLAND - BID RECAP SHEET
OPENED:
REQ. NO PR 49299
BID NO. 0497-23
PAGE: 1 of 1
BUYER: D. Gamero

ITEM	QTY	UNIT	DESCRIPTION	NAES Corporation		COGENT Inotech Corporation		Diskriter, Inc.		BuzzClan LLC		Laine Federal Solutions	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	ea	1	GP&L Plant Staffing Services		$ 2,271,504.00		$ 1,010,880.00		$ 1,226,264.00		$ 580,840.00		$ 501,488.00
			Bid Price for Evaluation Purposes							Non-responsible		Non-responsible	
			Initial Evaluation Criteria:										
			Price	Maximum = 50	22.25		50.00		41.22		0.00		0.00
			Title Page, TOC, Ex Summary	Maximum = 25	25.00		15.00		10.00		0.00		0.00
			References	Maximum = 15	15.00		0.00		0.00		0.00		0.00
			Safety Record	Maximum = 10	10.00		5.00		5.00		0.00		0.00
			Total Score:	Maximum = 100	72.25		70.00		56.22		0.00		0.00
			TOTAL GROSS PRICE		$ 2,271,504.00		$ 1,010,880.00		$ 1,226,264.00		$ 580,840.00		$ 501,488.00
			CASH DISCOUNT										
			TOTAL NET PRICE		$ 2,271,504.00		$ 1,010,880.00		$ 1,226,264.00		$ 580,840.00		$ 501,488.00
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY										

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

437 # IonWave Notifications
88 # IonWave HUBS
10 # Direct Contact HUBS
1 # 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.

CITY OF GARLAND - BID RECAP SHEET

Duval Sons, Inc. DELIVERED **Mueller Service Co.** DELIVERED DELIVERED DELIVERED

GARLAND
PURCHASING REPORT

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

Meeting Date: 06/06/2023

Item Title: GP&L Spencer Plant NOx and CO2 Analyzer Rental

Submitted By: David Bernard, GP&L
Production Services Director

Bid Number: 0669-22

Purchase Justification:

This request is to approve a change order to extend the rental period for NOx and CO2 analyzers at the Spencer Plant. The rental period was extended due to delivery delays of replacement analyzers associated with the approved Spencer CEMS Analyzer replacement CIP project.

Evaluation:

Clean Air Instrument Rental was awarded the original PO 33130 for $31,050 on April 14, 2022. Change order No.1 was approved for $46,380 on October 28, 2022. Competitive bids were not received for the Change Order, and Bid Recap is not included.

Award Recommendation:

Vendor	*Item*	*Amount*
Clean Air Instrument Rental	All	$80,000.00
	TOTAL:	**$80,000.00**

Basis for Award: Change Order

Purchase Requisition #: 49023

Fiscal Impact

Total Project/Account:	$4,138,570
Expended/Encumbered to Date:	$2,374,058
Balance:	$1,764,512
This Item:	$80,000

Proposed Balance:	$1,684,512
Account #:	211-3453-7203

Fund/Dept/Project – Description and Comments:

Electric Utility Fund / Production

Fiscal Reference:	
Budget Type:	Operating Budget
Fiscal Year:	2022-23
Document Location:	Page 241

Budget Director Approval:	Allyson Bell Steadman	Approval Date: 05/24/2023
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 05/19/2023

GARLAND
PURCHASING REPORT

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

Meeting Date: 06/06/2023
Item Title: Duck Creek Wastewater Treatment Plant Raw Water Lift Pumps
Submitted By: Michael Brinkmann, Managing Director of Water Utilities
Bid Number: 0751-23

Purchase Justification:

This request is to purchase two (2) new raw water lift pumps for Duck Creek Wastewater Treatment Plant. The pumps will be used for pumping raw water through the treatment system. The existing raw water lift pumps have incurred various mechanical and electrical failures over the past 5 years, and the repair cost is more than 50% of the replacement cost. System reliability must be improved to sustain proper treatment in plant operations.

Evaluation:

Xylem Water Solutions is the original equipment manufacturer and Sole Source provider of the replacement pumps. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

Vendor	*Item*	*Amount*
Xylem Water Solutions	All	$336,000.00
	TOTAL:	**$336,000.00**

Basis for Award: Sole Source
Purchase Requisition #: 49218

Fiscal Impact

Total Project/Account:	$10,706,422
Expended/Encumbered to Date:	$9,495,111
Balance:	$1,211,311
This Item:	$336,000
Proposed Balance:	$875,311

Account #: 235-4239-3402700-9007

Fund/Dept/Project – Description and Comments:

Wastewater CIP / Duck Creek WWTP Replacements/Mods. Program

Fiscal Reference:	
Budget Type:	CIP
Fiscal Year:	2023
Document Location:	Page 261

Budget Director Approval:	Allyson Bell Steadman	Approval Date: 05/24/2023
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 05/19/2023

GARLAND
PURCHASING REPORT

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

Meeting Date: 06/06/2023
Item Title: Sixth Street, Avenues F and E Improvements
Submitted By: Michael Polocek, Engineering Director
Bid Number: 0833-23

Purchase Justification:

This request is to obtain engineering services for the design and limited construction administration for the Sixth Street, Avenues F, and E Improvements. The scope consists of constructing three 27-foot-wide concrete pavement roads at Sixth Street from Avenue D to Avenue F, Avenue E from Sixth Street to Fifth Street, and Avenue F from Glenbrook Drive to Fifth Street. The project also includes drainage system improvements on Sixth Street from Avenue F to Avenue D, the replacement of 700 feet of water lines along Avenue F, and 500 feet of wastewater lines in the alleys between Avenue E / Avenue F and Avenue D / Avenue E.

Evaluation:

Grantham & Associates, Inc. was selected as Most Qualified firm for this project from RFQ 0212-19. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

Vendor	*Item*	*Amount*
Grantham & Associates, Inc.	All	$395,955.00
	TOTAL:	**$395,955.00**

Basis for Award: Most Qualified
Purchase Requisition #: 49382

Fiscal Impact

Total Project/Account: $471,955
Expended/Encumbered to Date: $0

Balance: $471,955
This Item: $395,955
Proposed Balance: $76,000
Account #: Various
Fund/Dept/Project – Description and Comments:

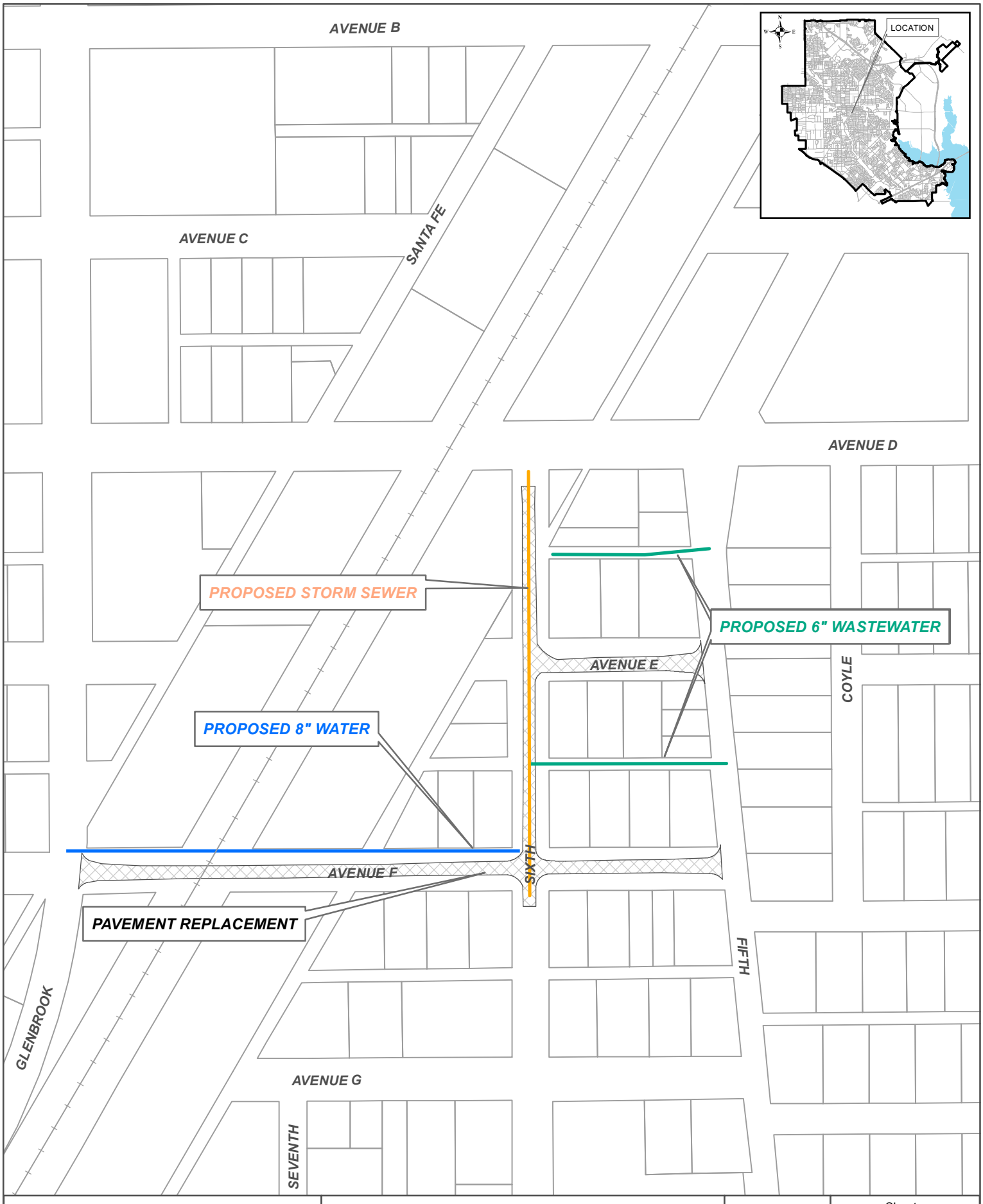
Description	Acct Number	Amount
Engineering / Sixth Street, Avenues F & E Improvements	692-1409-1432200-7101	$265,000.00
Wastewater / Relocation of Mains Prior to Paving	230-4149-3215700-7101	$25,000.00
Water / Relocation of Mains Prior to Paving	220-4049-3019200-7101	$50,000.00
Drainage / Local Flooding Program	625-1409-1423004-7101	$55,955.00
Total		$395,955.00

Attachments

Location Map

Fiscal Reference:
Budget Type: CIP
Fiscal Year: 2023
Document Location: Pages 104, 136, 231, & 251

Budget Director Approval: Allyson Bell Steadman Approval Date: 05/24/2023
Purchasing Director Approval: Gary L. Holcomb Approval Date: 05/19/2023



GARLAND ENGINEERING

SIXTH ST, AVE E & F PAVING, DRAINAGE & WATER/WASTEWATER IMPROVEMENTS

Scale: NTS
Date: 5/4/2023
Drawn: JW
File: Sixth_St_CIP.mxd

Sheet 1 of 1

N

Not to Scale

GARLAND
PURCHASING REPORT

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

Meeting Date: 06/06/2023

Item Title: Workday Financial System Implementation Services

Submitted By: Steven Niekamp, Chief Information Officer

Bid Number: 1129-22

Purchase Justification:

This request is to provide professional implementation services for the second phase of the Workday Human Resources, Payroll, and Financial Management Systems. The Workday Human Capital Management/Payroll Deployment phase was approved by City Council on September 21, 2021. This request is for the implementation of phase two for Finance, Procurement, and Warehouse. Workday, Inc. and its associated systems are best implemented by a partner with extensive experience, especially with municipal governments in the State of Texas. Doing so offers guidance in optimizing business processes, creates efficiency, eliminates manual or redundant processes, and leads to the optimal outcome.

Evaluation:

Accenture, LLP was selected to provide the implementation services through the Texas Department of Information Resources Cooperative Purchasing Contract DIR-CPO-5171. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

Vendor	*Item*	*Amount*
Accenture, LLP	All	$4,374,593.00
	TOTAL:	**$4,374,593.00**

Basis for Award: Cooperative Purchase

Purchase Requisition #: 49312

Fiscal Impact

Total Project/Account: $4,623,524 *

Expended/Encumbered to Date: $248,931

Balance: $4,374,593

This Item:	$4,374,593
Proposed Balance:	$0
Account #:	415-4599-2347022-9029

Fund/Dept/Project – Description and Comments:

IT Project Fund / Financial Management System Implementation

* FY 2022-23 Budget Amendment No. 1 increased the Information Technology Project Fund's FY 2022-23 operating appropriation by $3.0 million for the Human Resource, Payroll and Financial Management Core System implementation project.

Fiscal Reference:	
Budget Type:	Operating Budget
Fiscal Year:	2022-23
Document Location:	Page 325

Budget Director Approval:	Allyson Bell Steadman	Approval Date: 05/12/2023
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 05/09/2023

GARLAND
PURCHASING REPORT

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

Meeting Date: 06/06/2023
Item Title: 2022 Unpaved Alley Improvements
Submitted By: Tye Tingey, Sr. Civil Engineer
Bid Number: 0387-23

Purchase Justification:

This request is for the 2022 Unpaved Alley Improvement Project. The project consists of paving seven (7) unpaved alleys located in Council District 5 and includes approximately 8,000 square yards of alley concrete paving, 3,000 linear feet of 8" wastewater line, 850 linear feet of storm sewer line improvements, and all incidentals.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Four (4) bids were received and evaluated with KIK Underground, LLC. submitting the Straight Low Bid.

Award Recommendation:

Vendor	*Item*	*Amount*
KIK Underground, LLC.	All	$2,035,163.80
	TOTAL:	**$2,035,163.80**

Basis for Award: Straight Low Bid
Purchase Requisition #: 49149

Fiscal Impact

Total Project/Account:	$3,986,038
Expended/Encumbered to Date:	$1,073,807
Balance:	$2,912,231
This Item:	$2,035,164
Proposed Balance:	$877,067
Account #:	230-4149-3215700-9305, 651-4699-1442519-7111

Fund/Dept/Project – Description and Comments:

Streets CIP / Paving of Unimproved Alleys Program	$1,549,126
Wastewater CIP / Relocation of Mains Prior to Paving Program	$486,038
Total	**$2,035,164**

Attachments

Bid Recap
2022 Unpaved Alley Program - Alley 1
2022 Unpaved Alley Program - Alleys 2-3
2022 Unpaved Alley Program - Alleys 4-7

Fiscal Reference:
Budget Type: CIP
Fiscal Year: 2023
Document Location: Pages 120 and 251

Budget Director Approval: Allyson Bell Steadman Approval Date: 05/24/2023
Purchasing Director Approval: Gary L. Holcomb Approval Date: 05/22/2023

CITY OF GARLAND - BID RECAP SHEET
OPENED: 05/04/2023
REQ. NO. PR 49149
BID NO. 0387-23
PAGE: 1 of 1
BUYER: Teresa Smith

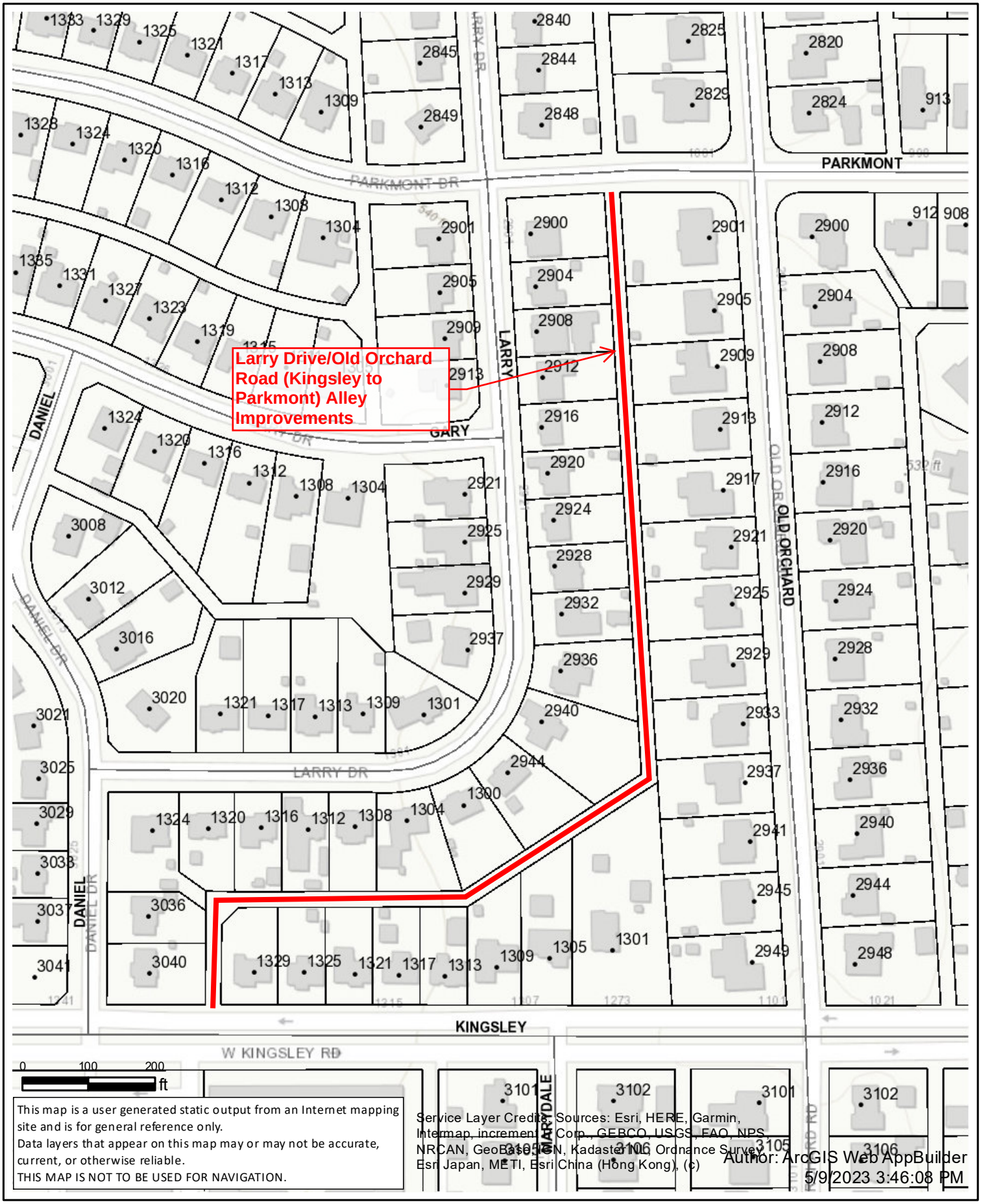
ITEM	QTY	UNIT	DESCRIPTION	KIK Underground, LLC UNIT PRICE	KIK Underground, LLC TOTAL	FNH Construction, LLC UNIT PRICE	FNH Construction, LLC TOTAL	Tri-Con Services, Inc. UNIT PRICE	Tri-Con Services, Inc. TOTAL	Urban Infraconstruction UNIT PRICE	Urban Infraconstruction TOTAL
1	1	Lt.	2022 Unpaved Alley Improvements		$2,035,163.80		$2,698,795.00		$2,981,089.00		$3,031,427.00
			TOTAL GROSS PRICE		$2,035,163.80		$2,698,795.00		$2,981,089.00		$3,031,427.00
			CASH DISCOUNT								
			TOTAL NET PRICE		$2,035,163.80		$2,698,795.00		$2,981,089.00		$3,031,427.00
			F.O.B.		DELIVERED		DELIVERED		DELIVERED		DELIVERED
			DELIVERY								

NEXT LOW: **$2,698,795.00**
LOW: **$2,035,163.80**
SAVINGS: **$663,631.20**

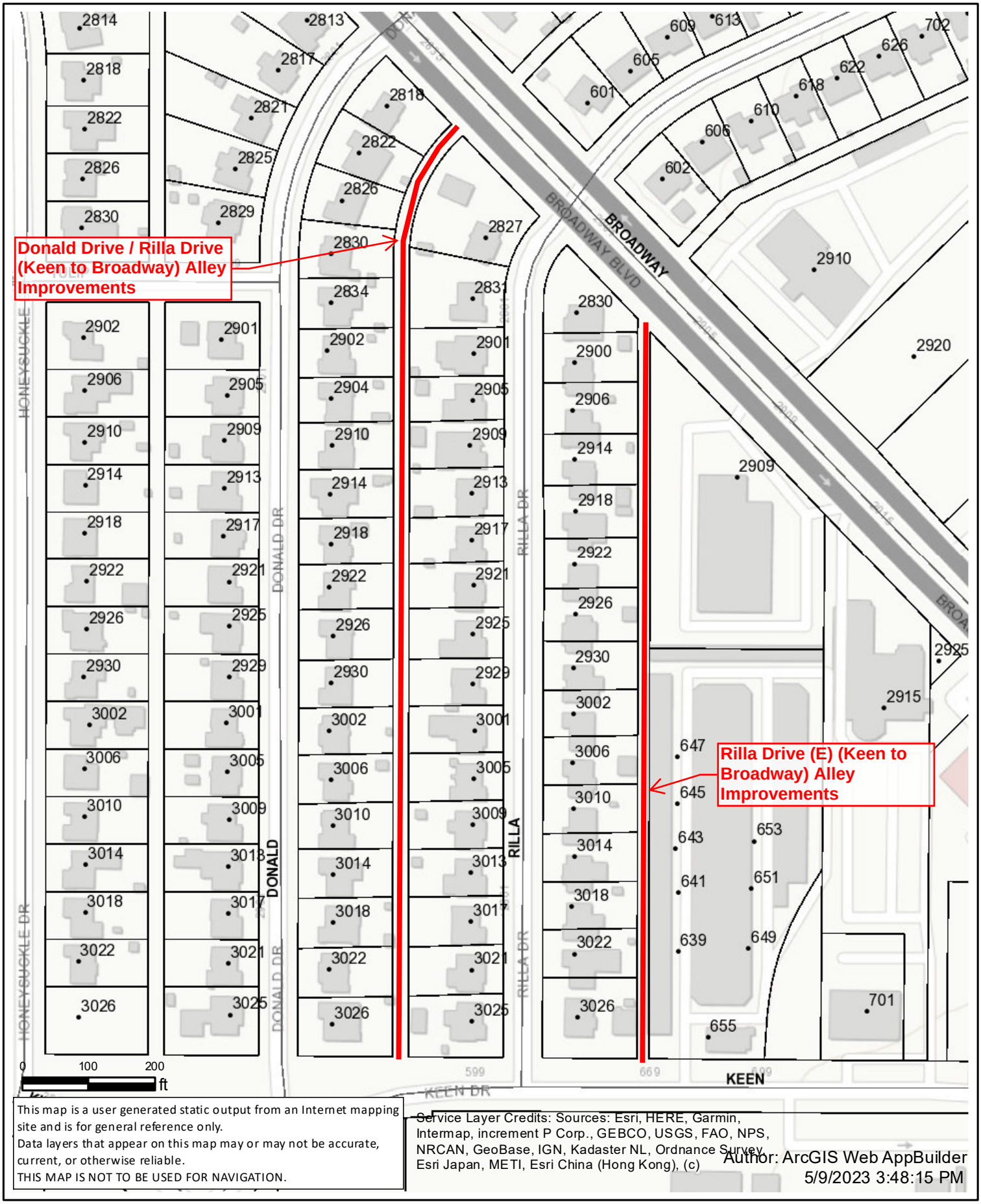
1222 # IonWave Notifications
193 # IonWave HUBS
4 # Direct Contact HUBS
1 # HUBS Responded

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.

Larry Drive/Old Orchard Road (Kingsley to Parkmo



22 Unpaved Alley Exhibit-2

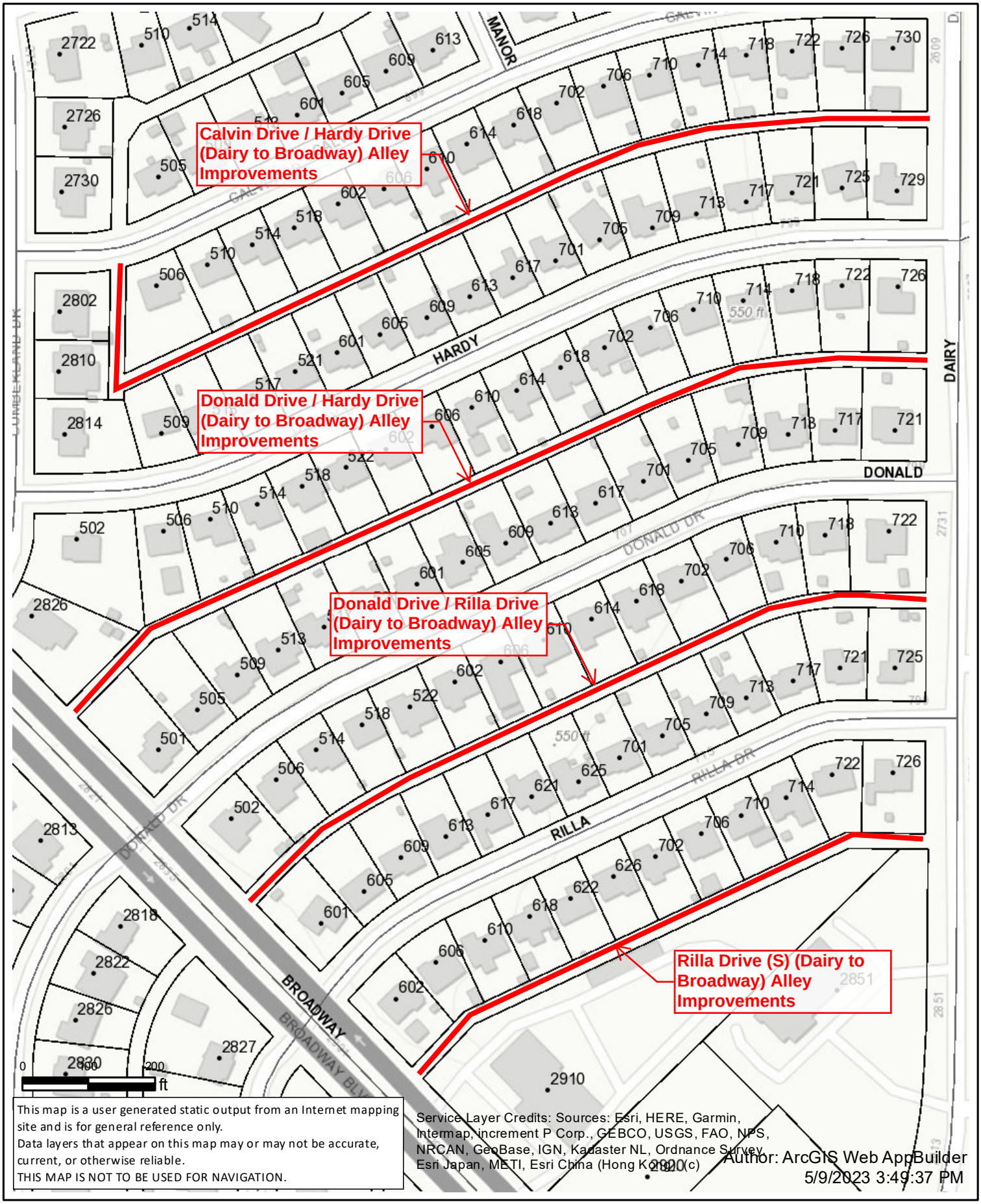


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Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c)

Author: ArcGIS Web AppBuilder
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22 Unpaved Alley Exhibit-3



This map is a user generated static output from an Internet mapping site and is for general reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c)

Author: ArcGIS Web AppBuilder
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GARLAND
PURCHASING REPORT

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

Meeting Date: 06/06/2023
Item Title: Motorola Subscriber Replacement
Submitted By: Steven Niekamp, Chief Information Officer
Bid Number: 0810-23

Purchase Justification:

This request is for the purchase of replacement Motorola subscriber radios for Public Safety and Public Works. The current subscriber radios are at the end of their support lifecycle with the vendor. The new subscriber radios will be compatible with the existing radio system infrastructure that provides Public Safety and Public Works communications and will be supported by the vendor.

Evaluation:

Motorola Solutions, Inc. was awarded the P25 Radio System RFP 4469-14 at August 18, 2015, City Council Meeting for $15,411,658. Their proposal included specified subscriber radio pricing that is valid through March 2024. A Bid Recap is not included as these replacements were not competitively bid.

Award Recommendation:

Vendor	*Item*	*Amount*
Motorola Solutions, Inc.	All	$1,999,779.65
	TOTAL:	**$1,999,779.65**

Basis for Award: Best Value
Purchase Requisition #: 49325

Fiscal Impact

Total Project/Account: $4,500,000
Expended/Encumbered to Date: $2,459,199
Balance: $2,040,801

This Item:	$1,999,780
Proposed Balance:	$41,021
Account #:	416-4599-2305300-9029

Fund/Dept/Project – Description and Comments:

Miscellaneous Revenue Supported and Internal Service / Motorola Radio Subscriber Replacement

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Fiscal Reference:	
Budget Type:	CIP
Fiscal Year:	2023
Document Location:	Page 215

Budget Director Approval:	Allyson Bell Steadman	Approval Date: 05/16/2023
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 05/12/2023

GARLAND
PURCHASING REPORT

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

Meeting Date: 06/06/2023

Item Title: TMPA Dansby to Steep Hollow Transmission Line Structures

Submitted By: Steve Martin, GP&L
Transmission Director

Bid Number: 0618-23

Purchase Justification:

This request is for the purchase of 25 steel and 129 concrete transmission line structures for the TMPA Dansby to Steep Hollow Transmission Line rebuild. This is part of the approved TMPA Dansby to Steep Hollow Transmission Line Rebuild CIP project and will be reimbursed to GP&L at 100%. An optional contingency is included for any additional materials that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Six (6) bids were received and evaluated. KBS Electrical Distributors submitted the Straight Low Bid for the concrete poles. Skipper Limited and MVA Power, Inc. quoted unapproved manufacturers for the steel structures. As attempts to obtain acceptable references were unsuccessful, Texas Electric Cooperatives, Inc. is recommended as the Lowest Responsible Bid for the steel poles.

Award Recommendation:

Vendor	*Item*	*Amount*
KBS Electrical Distributors	1	$2,134,642.05
Texas Electric Cooperatives, Inc.	2	$1,527,690.00
Optional Contingency		$366,233.21
	TOTAL:	**$4,028,565.26**

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 49012

Fiscal Impact

Total Project/Account: $13,000,000

Expended/Encumbered to Date: $945,946
Balance: $12,054,054
This Item: $4,028,565
Proposed Balance: $8,025,489
Account #: 215-3542-3147101-6051
Fund/Dept/Project – Description and Comments:
Electric CIP / TMPA Transmission Lines Program

Attachments

Bid Recap

Fiscal Reference:
Budget Type: CIP
Fiscal Year: 2023
Document Location: Page 270

Budget Director Approval: Allyson Bell Steadman Approval Date: 05/26/2023
Purchasing Director Approval: Gary L. Holcomb Approval Date: 05/26/2023

CITY OF GARLAND - BID RECAP SHEET
OPENED: 04/18/2023
REQ. NO PR 49012
BID NO. 0618-23
PAGE: 1 of 1
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	Texas Electric Cooperatives, Inc.		KBS Electrical Distributors, Inc.		Techline, Inc.		Skipper Limited		MVA Power, Inc.		Dis-Tran Steel, LLC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lt.	Concrete Poles		$2,438,571.00		$2,134,642.05		$2,190,817.00		No Bid		No Bid		No Bid
2	1	Lt.	Steel Structures		$1,527,690.00		$1,954,078.97		$2,568,317.00		$1,198,840.00		$1,231,145.13		$2,338,677.00
			TOTAL GROSS PRICE		$3,966,261.00		$4,088,721.02		$4,759,134.00		$1,198,840.00		$1,231,145.13		$2,338,677.00
			CASH DISCOUNT												
			TOTAL NET PRICE		$3,966,261.00		$4,088,721.02		$4,759,134.00		$1,198,840.00		$1,231,145.13		$2,338,677.00
			F.O.B.		DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED
			DELIVERY												

NEXT LOW: $4,088,721.02
LOW: $3,966,261.00
SAVINGS: $122,460.02

302 # IonWave Notifications
30 # IonWave HUBS
3 # 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. I.**

Meeting Date: 06/06/2023

Item Title: GP&L Emergency Restoration Contractor Management Services

Submitted By: Jonas Whitehead, GP&L Distribution Director

Bid Number: 0582-23

Purchase Justification:

This request is for Emergency Restoration Contractor Management services for GP&L. The services will be used to obtain electrical contractors to perform utility restoration work for GP&L overhead and underground distribution systems during an emergency restoration event. Services will also include contract labor management and logistics. This approval is for a term agreement with four (4) optional renewals.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Nine (9) bids were received and evaluated based on the published criteria. kV Power, LP is recommended as the primary contractor, and Power Line Services, Inc. is recommended as the secondary contractor.

Award Recommendation:

Vendor	*Item*	*Amount*
kV Power, LP	Primary	$500,000.00
Power Line Services, Inc.	Secondary	$500,000.00
	TOTAL:	**$1,000,000.00**

Basis for Award: Best Value

Purchase Requisition #: 48945

Fiscal Impact

Total Project/Account: N/A

Expended/Encumbered to Date: N/A

Balance: N/A

This Item:	$1,000,000
Proposed Balance:	N/A
Account #:	451-6999

Fund/Dept/Project – Description and Comments:

Term Agreement sets price but does not commit funds. Expenses will be charged to the appropriate Electric Distribution Operating and/or CIP account(s) as incurred.

Attachments

Bid Recap 1 of 2

Bid Recap 2 of 2

Fiscal Reference:	
Budget Type:	Operating Budget CIP
Fiscal Year:	2022-23
Document Location:	Op. - Page 241; CIP - Pages 273 & 275

Budget Director Approval:	Allyson Bell Steadman	Approval Date: 05/24/2023
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 05/23/2023

CITY OF GARLAND - BID RECAP SHEET
OPENED: 04/06/2023
REQ. NO PR 48945
BID NO. 0582-23
PAGE: 1 of 2
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	kV Power, LP		Power Line Services, Inc.		Grays Power Supply, LLC .		Collective Strategic Resources		Midcon Energy	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			Price for Evaluation		$264,163.64		$305,804.00		$378,720.00		$480,092.00		$398,400.00
			Evaluation Criteria:										
			Price	Maximum =40	40.00		34.60		27.90		22.00		26.50
			Experience	Maximum=30	30.00		30.00		30.00		30.00		30.00
			Resources	Maximum =25	25.00		20.00		25.00		25.00		10.00
			Pre-bid Meeting Attendance	Maximum = 5	5.00		5.00		0.00		5.00		5.00
			Total	Maximum = 100	100.00		89.60		82.90		82.00		71.50
			TOTAL GROSS PRICE		$264,363.64		$305,983.20		$378,885.80		$480,256.00		$398,543.00
			CASH DISCOUNT										
			TOTAL NET PRICE		$264,363.64		$305,983.20		$378,885.80		$480,256.00		$398,543.00
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY										

NEXT LOW: $305,804.00
LOW: $264,163.64
SAVINGS: **$41,640.36**

307 # IonWave Notifications
27 # IonWave HUBS
1 # 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.

CITY OF GARLAND - BID RECAP SHEET
OPENED: 04/06/2023
REQ. NO PR 48945
BID NO. 0582-23
PAGE: 2 of 2
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	Ferreira Construction Company		Bird Electric Enterprises, LLC		Front Line Power Construction, LLC .		Irby Construction			
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			Price for Evaluation		$313,160.00		Incomplete		Incomplete		Incomplete		
			Evaluation Criteria:										
			Price	Maximum =40	33.70		0.00		0.00		0.00		
			Experience	Maximum=30	30.00		30.00		30.00		30.00		
			Resources	Maximum =25	0.00		0.00		0.00		0.00		
			Pre-bid Meeting Attendance	Maximum = 5	5.00		0.00		0.00		0.00		
			Total	Maximum = 100	67.70		30.00		30.00		30.00		
			TOTAL GROSS PRICE		$313,160.00								
			CASH DISCOUNT										
			TOTAL NET PRICE		$313,160.00								
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY										

NEXT LOW: $305,804.00
LOW: $264,163.64
SAVINGS: **$41,640.36**

307 # IonWave Notifications
27 # IonWave HUBS
1 # 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
CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: 06/06/2023

Item Title: Z 22-48 Modern TH, LLC (District 2)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 22-48 Modern TH, LLC

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 22-48 Ordinance
Z 22-48 Exhibit A
Z 22-48 Exhibit B
Z 22-48 Exhibits C-F

ZONING FILE NO. Z 22-48

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 02-38 FOR MIXED USES TO A PLANNED DEVELOPMENT (PD) DISTRICT FOR SINGLE-FAMILY ATTACHED USES AND 2) A DETAIL PLAN FOR A SINGLE-FAMILY ATTACHED (SFA) DEVELOPMENT ON A 5.877-ACRE TRACT OF LAND LOCATED AT 1951 AND 1975 STATE HIGHWAY 66; 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 24th day of April 2023, the Plan Commission did consider and make recommendations on a certain request for a 1) Change in Zoning from Planned Development (PD) District 02-38 for Mixed Uses to a Planned Development (PD) District for Single-Family Attached Uses and 2) a Detail Plan for a Single-Family Attached (SFA) development by **Modern TH, 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 1) Change in Zoning from Planned Development (PD) District 02-38 for Mixed Uses to a Planned Development (PD) District for Single-Family Attached Uses and 2) a Detail Plan for a Single-Family Attached (SFA) development on a 5.877-acre tract of land located at 1951 and 1975 State Highway 66 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 22-48

PASSED AND APPROVED this_____ day of _____, 2023.

THE CITY OF GARLAND, TEXAS

By:

_____
Mayor

ATTEST:

_____
City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 22-48

TRACT 1:

BEING a 5.500 acre tract of land situated in the City of Garland, in the JOHN L. ANDERSON SURVEY, ABSTRACT NO.26 of DALLAS County, Texas and being a part of that certain called 56.455 acre tract described in a Warranty Deed to Garland Group I, a Texas partnership, dated April 3, 1987 and recorded in Volume 87064, Page 5039 of the Deed Records of DALLAS County, Texas and said 5.500 acres being more particularly described by metes and bounds as follows:

BEGINNING at a concrete right-of-way monument found for the Southeast corner of said 56.455 acre tract on the Northern right-of-way line of State Highway No. 66 (variable width right-of-way);

THENCE North 86 degrees 54 minutes 44 seconds West, (Reference bearing) along the South line of said 56.455 acre tract and the North right-of-way of said Highway, at 392.42 feet,

passing a 1/2 inch iron rod found for the Southeast corner of a 50 foot wide Public Ingress &
Egress Easement as shown on a plat of the Carr Addition, an addition to the City of Garland,
recorded in Volume 84019, Page 384 of the Deed Records of DALLAS County, Texas and
continuing on for a total distance of 425.00 feet to a 1/2 inch iron rod set for corner;

THENCE North 03 degrees 52 minutes 57 seconds West, departing from the South line of
said 56.455 acre tract and parallel with the West line of said easement, a distance of 157.89
feet to a 1/2 inch iron rod set for corner on the South line of the above described 1.00 acre
Carr Addition;

THENCE North 86 degrees 02 minutes 00 seconds East, along the South line of said Carr
Addition and the North line of said Ingress & Egress Easement, a distance of 32.38 feet to a
1/2 inch iron rod found for the Southeast corner of said Carr Addition;

THENCE North 03 degrees 53 minutes 23 seconds West, along the East line of said Carr
Addition, at 191.80 feet passing a 1/2 inch iron rod found for the Northeast corner of said
addition and continuing on for a total distance of
220.22 feet to a 1/2 inch iron rod set with a red plastic cap stamped "RPLS 4701" for corner;

EXHIBIT A

THENCE South 86 degrees 54 minutes 44 seconds East, a distance of 742.86 feet to a 1/2 inch iron rod set with a red plastic cap stamped "RPLS 4701", for corner one the West right-of-way line of Centerville Road (100 foot wide right-of-way) as relocated in 1988;

THENCE South 23 degrees 57 minutes 30 seconds West, along the current West right-of-way of said Centerville Road, a distance of 103.67 feet to an "X" chiseled in the concrete Rip Rap of a bridge at the beginning of a curve to the left, having a radius that bears South 66 degrees 02 minutes 30 seconds East, a distance of 1050.00 feet and a chord that bears South 20 degrees 33 minutes 51 seconds West, 124.33 feet;

THENCE along the current West right-of-way of said Centerville Road and with said curve to the left, through a central angle of 06 degrees 47 minutes 17 seconds, an arc distance of 124.40 feet to an "X" chiseled on the edge of a concrete sidewalk at the beginning of a non-tangent curve to the right, having a radius that bears North 45 degrees 24 minutes 59 seconds West, a distance of 379.26 feet and a chord that bears South 54 degrees 29 minutes 34 seconds West, 130.53 feet;

THENCE along the Southeasterly line of said 56.455 acre tract and with said curve to the right

through a central angle of 19 degrees 49 minutes 07 seconds, an arc distance of 131.19 feet to
a 1/2 inch iron rod set with a red plastic cap stamped "RPLS 4701" for corner;

THENCE South 64 degrees 24 minutes 08 seconds West, along the Southeasterly line of
said 56.455 acre tract, a distance of 64.92 feet to a inch iron rod set with a red plastic cap
stamped "RPLS 4701" for corner at the beginning of a curve to the left, having a radius that
bears South 25 degrees 35 minutes 52 seconds East, a distance of 348.32 feet and a chord
that bears South 57 degrees 11 minutes 32 seconds West, 87.43 feet;

THENCE along the Southeasterly line of said 56.455 acre tract and with said curve to the left
through a central angle of 14 degrees 25 minutes 12 seconds, an arc distance of 87.66 feet to the
POINT OF BEGINNING AND CONTAINING 5.500 acres of land, more or less.

TRACT 2:

BEING situated in the J.L. ANDERSON SURVEY, ABSTRACT NO. 26, City of Garland, DALLAS
County, Texas and being all of called 0.1677 acre tract of land described in a deed to the City of

Garland, of record in Volume 91065, Page 5703, Deed Records of DALLAS County, Texas, and
being a portion of Old Centerville Road (unimproved and not in use) and being more particularly
described by metes and bounds as follows:

BEGINNING at an "X" set for corner at the intersection of the North Right-of-Way line of State
Highway No. 66 (variable width Right-of-Way) with the West Right-of-Way line of E. Centerville
Road (100 foot Right-of-Way) at the Southeast corner of said 0.1677 acre tract;

THENCE North 83 degrees 26 minutes 01 seconds West along the North Right-of-Way line of said
State Highway No. 66, at a Distance of 137.30 feet passing the Southwest corner of said 0.1677 acre
tract and crossing said Old Centerville Road for a total distance of 199.97 feet to a inch iron rod
found for corner at the most Southern Southeast corner of a called 5.500 acre tract of land
described in a deed to JJW Partners, Ltd. of record in Volume 2003014, Page 8436, Deed Records
of DALLAS County, Texas, said point being the beginning of a non-tangent curve to the right having
a radius of 348.32 feet, a central angle of 14 degrees 25 minutes 11 seconds and a chord which
bears North 57 degrees 11 minutes 49 seconds East, a distance of 87.43 feet;

THENCE in a Northeasterly direction along said curve to the right an arc distance of 87.66 feet to a
1/2 inch iron rod found for corner;

THENCE North 64 degrees 24 minutes 08 seconds East along a Southeast line of said 5.500
acre tract, a distance of 64.92 feet to a 1/2 inch iron rod found for corner at the beginning of acurve to the left having a radius of 378.26 feet, a central angle of 19 degrees 52 minutes 17
seconds, and a chord which bears North 54 degrees 29 minutes 35 seconds East, a distance of
130.53 feet;

THENCE in a Northeasterly direction along said curve to the left, an arc distance of 131.19 feet to
an "X" found for corner at the most Eastern Southeast corner of said 5.500 acre tract and being in
the West Right-of-Way line of said E. Centerville Road, said point being the beginning of a curve to
the left having a radius of 1050.00 feet, a central angle of 06 degrees 32 minutes 01 seconds, and
a chord which bears South 13 degrees 54 minutes 12 seconds West, a distance of 119.67 feet;

THENCE in a Southerly direction along the curving West Right-of-Way line of said Centerville
Road, an arc distance of 119.73 feet to an "X" set for corner;

THENCE South 10 degrees 38 minutes 12 seconds West continuing along the West Right-of-Way

line of said Centerville Road, a distance of 58.95 feet to the PLACE OF BEGINNING AND CONTAINING 16,433 square feet or 0.377 acres of land.

EXHIBIT A

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 22-48

1951 and 1975 State Highway 66

I. Statement of Purpose: The purpose of this Planned Development is to approve a Detail Plan for fifty (50) 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 and Planned Development (PD) District 02-38 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, Exhibit E and Exhibit F; 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 fifty (50) single-family attached units shall be permitted.

C. Minimum Lot Area: The minimum lot area shall be 1,568 square feet and as reflected in Exhibit C.

D. Minimum Lot Depth: The minimum lot depth shall be seventy-two (72) feet, except for Block B, Lot 16, which shall be a minimum of seventy (70) feet as reflected in Exhibit C. The lot depth is measured between the lot lines.

E. Minimum Dwelling Size: The minimum dwelling size shall

be 1,400 square feet.

F. Maximum Lot Coverage: The maximum lot coverage shall be seventy-nine (79%) percent.

G. Driveway Depth: The minimum driveway depth shall be five (5) feet from the face of the garage door to the alley right-of-way line.

H. Electric Vehicle (EV) Parking: One (1) Electric Vehicle (EV) parking space shall be provided on site, within a guest parking space.

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

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

K. Signage: A maximum of three (3) monument signs shall be provided as reflected in Exhibit F. Each monument sign shall be a maximum of seven (7) feet in height and maximum of fifty (50) square feet in surface area.

   Sign A shall be placed at least eleven (11) feet from the property line.

   Sign B shall be placed at least three (3) feet from the property line.

   Sign C shall be placed at least twenty-five (25) feet from the property line.

L. Building Elevations: Building Elevations shall be in general conformance with the elevations labeled Exhibit E. In addition, the following architectural elements shall be permitted:

   - Modern roof parapet with steps and with metal coping cap
   - Projecting flat roof or awning cantilevered or suspended with max slope 12 inches per foot
   - Two-story high projecting brick divider between units

- Faux wood ceramic tile used as design accent material

- Exterior second floor corner balcony with 2’ min. overhang, wall columns & roof. (Overhang may be eliminated where street curves reduce setback

- Exterior second floor recessed Juliet balcony

- Full unit width porch/patio. (Extends max. 30” into front yard setback so no columns or railing are to be provided

- Full unit width second floor overhang/cantilever

M. Roof Overhang: The flat roof overhang, as shown in Exhibit E, may be three (3) feet in depth and shall be allowed to encroach into the building setback.

N. 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.

O. 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.

P. 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.

Q. 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

SITE LEGEND

- PROPERTY LINE
- (3) UNCOVERED PARKING COUNT
- (2G) ENCLOSED GARAGE PARKING COUNT
- RETAINING WALL
- MANHOLE
- EX. FIRE HYDRANT
- FIRE HYDRANT
- PROPOSED SIGNAGE
- EXISTING SIGNAGE
- PROPOSED STREET LIGHT
- 7.5' BRICK THINWALL W/ MASONRY COLUMNS
- 6' ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS
- PROPOSED STREET STRIPING

LOT SUMMARY TABLE

LOT #	BLOCK	AREA (SF)	AREA (AC)
1	B	2663	0.061
2	B	1656	0.038
3	B	1656	0.038
4	B	1656	0.038
5	B	1656	0.038
6	B	2052	0.047
7	B	2052	0.047
8	B	1656	0.038
9	B	1656	0.038
10	B	1656	0.038
11	B	2052	0.047
12	B	2052	0.047
13	B	1656	0.038
14	B	1656	0.038
15	B	1655	0.038
16	B	2462	0.057
17	B	2529	0.058
18	B	1656	0.038
19	B	1656	0.038
20	B	1656	0.038
21	B	2052	0.047
22	B	2052	0.047
23	B	1656	0.038
24	B	1656	0.038
25	B	1656	0.038
26	B	2052	0.047
27	B	2052	0.047
28	B	1656	0.038
29	B	1656	0.038
30	B	1656	0.038
31	B	1656	0.038
32	B	2663	0.061

LOT SUMMARY TABLE

LOT #	BLOCK	AREA (SF)	AREA (AC)
1	A	3270	0.075
2	A	1646	0.038
3	A	1656	0.038
4	A	2052	0.047
5	A	2052	0.047
6	A	1656	0.038
7	A	1656	0.038
8	A	1656	0.038
9	A	2052	0.047
10	A	2052	0.047
11	A	1656	0.038
12	A	1656	0.038
13	A	1656	0.038
14	A	2052	0.047
15	A	2052	0.047
16	A	1656	0.038
17	A	1568	0.036
18	A	3079	0.071

SITE TABLE

EXISTING ZONING	PD 02-38 BASE: SF & CR	
PROPOSED ZONING	PD 22-48 BASE: SFA	
TOTAL SITE AREA	5.88	AC
TOTAL SITE AREA	256,024	SF
TOTAL FLOODPLAIN AREA	0.315	AC
TOTAL R.O.W. DEDICATION AREA	0.148	AC
NET DEVELOPABLE SITE ACERAGE	5.265	AC
TOTAL LANDSCAPE AREA	102,452	SF
PERC. OF LANDSCAPE AREA	40	%
TOTAL UNITS	50	UNITS
NET DENSITY	9.50	UNITS/NET AC
GROSS DENSITY	8.96	UNITS/TOT AC
LEISURE AREA MINIMUM SIZE (PER CODE)	30,001	SF
NO. OF HOA LOTS	2	EA
MINIMUM DWELLING SIZE	1400	SF
MAXIMUM LOT COVERAGE	78.8	%
MIN. LOT SIZE	23' X 72'/62.74'	

PARKING REQUIREMENT TABLE

UNITS	50	
PARKING REQUIRED		
REQUIRED RATIOS	NUMBER OF UNITS	REQUIRED PARKING
RESIDENT PARKING: 2 ENCLOSED PARKING SPACES PER UNIT	50 UNITS	100 SPACES
GUEST PARKING: 1 OFF-STREET PARKING SPACE FOR EVERY 4 TOWNHOUSE UNTIS	50 UNITS	13 SPACES
TOTAL REQUIRED	113	
PARKING PROVIDED		
UNCOVERED	15	
ENCLOSED GARAGE	100	
TOTAL PROVIDED	115	

EXISTING LINETYPES

- STREET CENTERLINE
- ASPHALT
- OHE — OVERHEAD ELECTRIC LINE
- E — E — UNDERGROUND ELECTRIC LINE
- SS — SS — SANITARY SEWER LINE
- STM — STM — STORM-DRAIN LINE
- W — W — WATER LINE
- G — G — GAS LINE
- T — T — TELECOMMUNICATION LINE
- WROUGHT-IRON FENCE
- CHAINLINK FENCE
- WOOD FENCE
- BUILDING

EXISTING LEGEND

- BENCHMARK
- BOUNDARY/LOT CORNER
- EASEMENT CORNER
- A/C UNIT
- LIGHT POLE
- TRAFFIC LIGHT POLE
- POWER POLE
- POWER POLE w/ LIGHT
- POWER POLE w/ XFORMER
- POWER POLE w/ METER BOX
- ELECTRIC BOX
- GUY WIRE
- ELECTRIC TRANSFORMER
- ELECTRIC MANHOLE
- ELECTRIC VAULT
- GAS METER
- GAS MANHOLE
- GAS VALVE
- GAS MARKER
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- ELECTRIC TRANSFORMER
- STORM DRAIN MANHOLE
- TELECOMMUNICATION MANHOLE
- TELECOMMUNICATION MARKER
- TELECOMMUNICATION PEDESTAL
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- WATER MANHOLE
- WATER IRRIGATION BOX
- TELECOMMUNICATION MARKER
- MAILBOX
- BOLLARD
- SIGN
- MONITORING WELL
- UNKNOWN MANHOLE
- UNKNOWN VAULT
- PARKING SPACES
- HANDICAP PARKING
- BRUSH
- TREE

SITE DATA:

TRACT 1	5.50 AC	(239,589.66 SF)
TRACT 2	0.377 AC	(16,434.74 SF)
TOTAL AREA:	5.88 AC	(256,024.40 SF)

NOTES:

1. PARKING PAVING WITHIN THE ROW SHALL BE MAINTAINED BY THE HOA AND A LICENSE AGREEMENT WILL BE REQUIRED FROM ENGINEERING AT THE TIME OF THE CONSTRUCTION PLANS.

OVERALL SITE PLAN

CASE NO: CITY GARLAND PRE-SUBMITTAL CASE # 220201-2
PROJECT: **PECAN GROVE TOWNHOMES**
1951 & 1975 STATE HIGHWAY 66
TR 10, 5.5 AC & TR 10.2, 0.377 AC
J.L ANDERSON ABST 26 PG 190
GARLAND, COUNTY, TEXAS 75040

ZONING EXISTING: PD 02-38 BASE - SF & CR
ZONING PROPOSED: PD 22-48 BASE - SFA

REVISION | DATE | NO.

URBAN STRATEGY
4222 Main Street
Dallas, Texas 75226
Firm Registration #F-23252
TEL: 214.369.2339
www.urbanstrategy.us

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE.

PREPARED UNDER THE SUPERVISION OF
DAVID A. LAIZER
P.E.# 143377
ON
3/29/2023

OWNER:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY WANG (469) 583-4441
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

APPLICANT:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY WANG (469) 583-4441
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

CLIENT: 5.8 SH 66, LLC.
DRAWN BY: DAL
DESIGNER: DAL
REVIEWER: DAL
U.S. PROJECT: 21674

SHEET
C04

FILE NAME: C-SITE.DWG
LAST MODIFIED BY: Dillon Laizer
LAST MODIFIED ON: 3/29/2023 11:42 AM
PLOTTED ON: 3/29/2023 11:42 AM

EXHIBIT D

7'-6" HT. BRICK THINWALL WITH MASONRY COLUMNS SPACED 72'-6" O.C. MAX AT THE NORTH PROPERTY LINE.
OWNED AND MAINTAINED BY THE HOA.

7'-6" HT. BRICK THINWALL WITH MASONRY COLUMNS SPACED 72'-6" O.C. MAX AT THE NORTH PROPERTY LINE.
OWNED AND MAINTAINED BY THE HOA.

6' HT. ORNAMENTAL METAL FENCE PAINTED BLACK IN COLOR WITH MASONRY COLUMNS @ 42'-6" O.C. AT EAST PROPERTY LINE ALONG E. CENTERVILLE RD. OWNED AND MAINTAINED BY THE HOA.

6' HT. ORNAMENTAL METAL FENCE PAINTED BLACK IN COLOR WITH MASONRY COLUMNS @ 42'-6" O.C. AT SOUTH PROPERTY LINE ALONG STATE HIGHWAY 66. OWNED AND MAINTAINED BY THE HOA.

6'-6" TALL MASONRY COLUMN (TYP)

7.5' BRICK THINWALL WITH MASONRY COLUMNS

Scale 1" = 30'

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 MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH 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.

PLANTING AND IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

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

EXHIBIT D

REVISION | NO. | DATE

LANDSCAPE PLANTING

REGISTERED LANDSCAPE ARCHITECT
STEPHEN W SATES
3470
STATE OF TEXAS
04/12/2023

CASE NO: CITY GARLAND PRE-SUBMITTAL CASE # 220201-2
PROJECT: **PECAN GROVE TOWNHOMES**
1951 & 1975 STATE HIGHWAY 66
TR 10, 5.5 AC & TR 10.2, 0.377 AC
J L ANDERSON ABST 26 PG 190
GARLAND, COUNTY, TEXAS 75040

ZONING EXISTING: PD 02-38 BASE - SF & CR
ZONING PROPOSED: PD 22-48 BASE - SFA

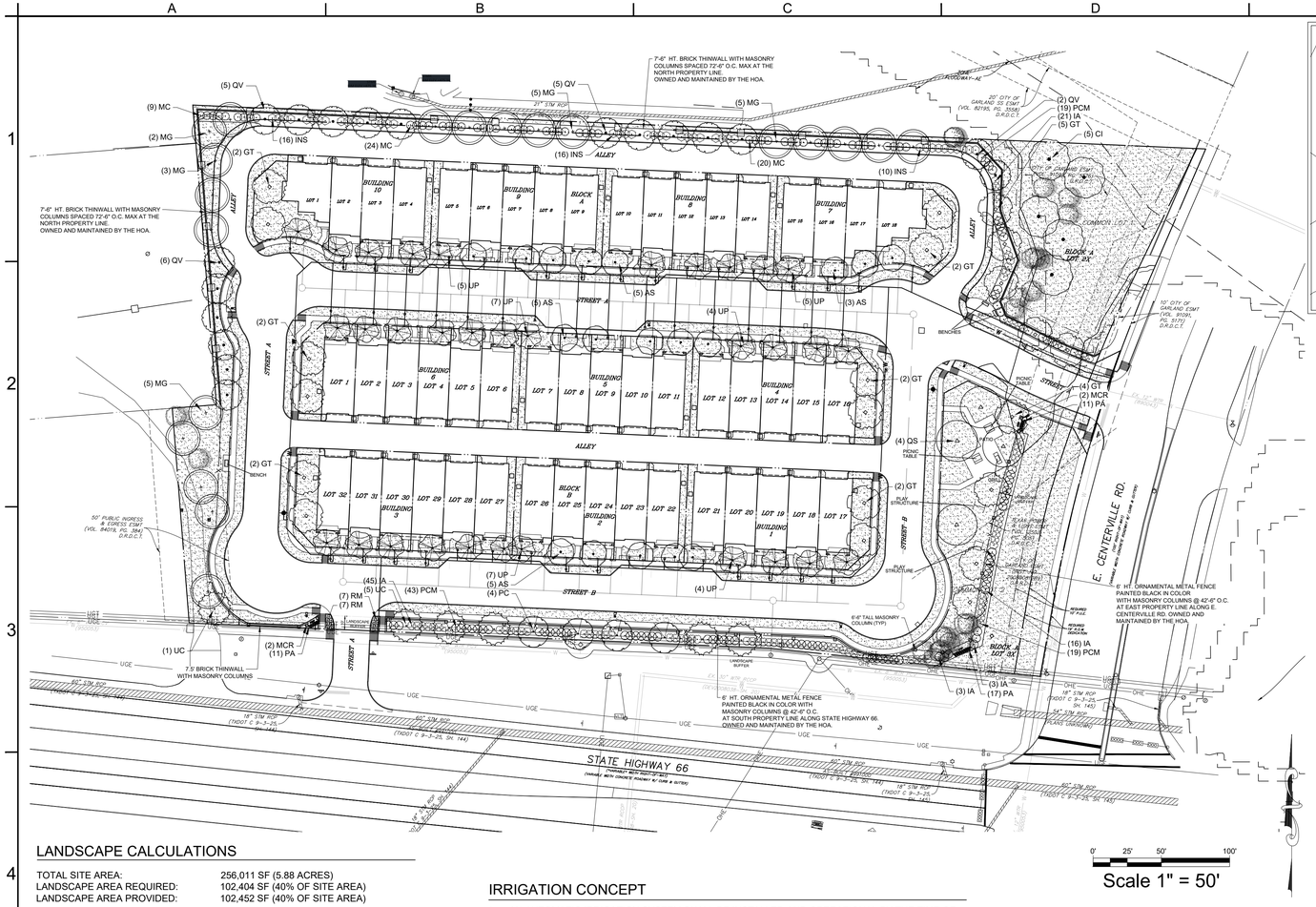
OWNER:
MODERN GARLAND 5.8 SH 66, LLC
MATT JONES 469.554.3640
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

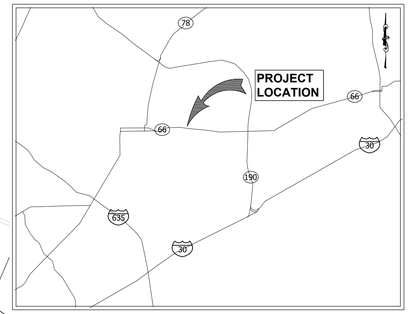
APPLICANT:
MODERN GARLAND 5.8 SH 66, LLC
MATT JONES 469.554.3640
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

CLIENT: 5.8 SH 66, LLC.
DRAWN BY: - SWS
DESIGNER: - SWS
REVIEWER: - RM
PROJECT #: -

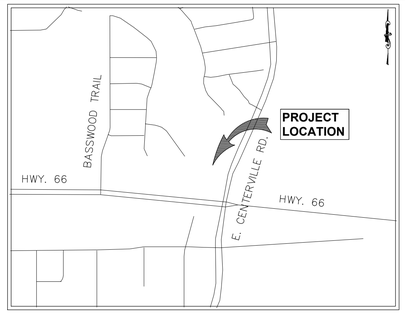
SHEET
LP-1

EXHIBIT D





VICINITY MAP
(NOT TO SCALE)



LOCATION MAP
(NOT TO SCALE)

PLANT_SCHEDULE

TREES	CODE	COMMON / BOTANICAL NAME	SIZE	CONTAINER	QTY
	UP	Allee Lacebark Elm / Ulmus parviflora 'Elmer II' min. 8' ht.;	CONT.	3" Cal	32
	AS	Caddo Maple / Acer saccharum 'Caddo' min. 8' ht.; street tree	CONT.	3" Cal	15
	CI	Carya illinoinensis 'Sioux' / Pecan 'Sioux'	CONT.	30 Gal	5
	GT	Shademaster Honey Locust / Gleditsia triacanthos min. 8' ht.; street tree	CONT.	3" Cal	21
	MG	Southern Magnolia / Magnolia Grandiflora min. 8' ht.;	CONT.	3" Cal	17
	PC	Chinese Pistache / Pistacia chinensis min. 8' ht.; (male)	CONT.	3" Cal	8
	QS	Red Oak / Quercus shumardii min. 8' ht.; parking lot tree	CONT.	3" Cal	2
	QV	Live Oak / Quercus virginiana min. 8' ht.	CONT.	3" Cal	19
	UC	Cedar Elm / Ulmus crassifolia min. 8' ht.	CONT.	3" Cal	8

SHRUBS	CODE	COMMON / BOTANICAL NAME	SIZE	QTY
	IA	Foster Holly / Ilex x attenuata 'Foster' 48" o.c., 4' Tall	15 gal	87
	PCM	Bright & Tight Cherry Laurel /Prunus caroliniana 'Monus' 48" o.c., 4' Tall	15 gal	81
	INS	Nellie R. Stevens Holly / Ilex x 'Nellie R. Stevens' 48" o.c., 4' Tall	15 gal	42
	MC	Wax Myrtle / Myrica cerifera 48" o.c., 4' Tall	15 gal	53
	MCR	Gulf Muhly Grass / Muhlenbergia capillaris `Regal Mist`	3 gal	2
	PA	Dwarf Fountain Grass / Pennisetum alopecuroides 'Little Bunny'	3 gal	35
	RM	Drift Rose / Rosa meidrifora' PP 19,148	3 gal	14

GROUND COVERS	CODE	COMMON / BOTANICAL NAME	SIZE	QTY
	CD	Bermuda Grass / Cynodon dactylon `tif 419`	sod	

EXISTING_TREES

	EX. TREE TO REMAIN	22

LANDSCAPE CALCULATIONS

TOTAL SITE AREA:	256,011 SF (5.88 ACRES)
LANDSCAPE AREA REQUIRED:	102,404 SF (40% OF SITE AREA)
LANDSCAPE AREA PROVIDED:	102,452 SF (40% OF SITE AREA)
STREET TREES	
STATE HIGHWAY 66 FRONTAGE:	625 LF - 150' EASEMENT - 42' DRIVES = 433 LF
STREET TREES REQUIRED:	15 TREES (1 PER 30 LF OF FRONTAGE)
STREET TREES PROVIDED:	13 TREES (11 PROPOSED, 3 EXISTING)*
SHRUBS REQUIRED:	101 SHRUBS (7 PER 30 LF OF FRONTAGE)
SHRUBS PROVIDED:	101 HIGH-LEVEL SCREENING SHRUBS PROVIDED
E. CENTERVILLE RD FRONTAGE:	407 LF - 153' EASEMENT - 30' DRIVE = 224 LF
STREET TREES REQUIRED:	8 TREES (1 PER 30 LF OF FRONTAGE)
STREET TREES PROVIDED:	13 TREES (6 EXISTING, 7 PROPOSED)
SHRUBS REQUIRED:	53 SHRUBS (7 PER 30 LF OF FRONTAGE)
SHRUBS PROVIDED:	67 HIGH-LEVEL SCREENING SHRUBS PROVIDED
PARKING LOT	
PARKING LOT AREA:	1,655 SF
LANDSCAPE AREA REQUIRED:	83 SF (5% OF PARKING AREA)
LANDSCAPE AREA PROVIDED:	320 SF (19.3%)
PARKING SPACES:	3
TREES REQUIRED:	1 TREES (1 TREE PER 10 SPACES)
TREES PROVIDED:	2 TREES
TREES AT TERMINUS:	PROVIDED
TREE WITHIN 65' OF EACH SPACE:	PROVIDED
PERIMETER SCREENING	1,035 LF
TREES REQUIRED:	42 TREES (1 TREE PER 25 LF)
TREES PROVIDED:	42 TREES (4 EXISTING, 38 PROPOSED)
COMMON SPACE LANDSCAPE	
COMMON SPACE AREA REQUIRED:	24,813 SF (10% / 248,130 SF - WITH ROW DEDICATION NOT INCLUDED)
COMMON SPACE AREA PROVIDED:	26,667 SF
TREES REQUIRED:	10 TREES (1 TREE PER 2,500 SF COMMON AREA)
TREES PROVIDED:	28 (19 EXISTING TREES, 9 PROPOSED)
SCREENING NORTH PROPERTY LINE:	PROVIDED

* DUE TO WATER LINE / UTILITIES LINES AND REQUIRED STREET CORNER AT SW CORNER OF SH 66

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.

PUBLIC RIGHT OF WAY, EASEMENTS AND COMMON AREAS MUST BE STABILIZED WITH PERENNIAL VEGETATION COVER, FULLY ESTABLISHED WITH 100% COVERAGE, OR OTHER APPROVED STABILIZATION METHOD.

IRRIGATION CONCEPT

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

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 MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE 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 3" 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. REFER 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.

CASE #: 220201-2

OWNER:
MODERN TH, LLC
CONTACT: JIMMY TANGHONGS

Current Zoning - PD 22-48

EXHIBIT D

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

REVISION | DATE | NO.

LANDSCAPE PLANTING

REGISTERED LANDSCAPE ARCHITECT
STEPHEN W. SALES
3470
STATE OF TEXAS

04/12/2023

CASE NO: CITY GARLAND PRE-SUBMITTAL CASE # 220201-2
PROJECT: **PECAN GROVE TOWNHOMES**
1951 & 1975 STATE HIGHWAY 66
TR 10, 5.5 AC & TR 10.2, 0.377 AC
J L ANDERSON ABST 26 PG 190
GARLAND, COUNTY, TEXAS 75040

ZONING EXISTING: PD 02-38 BASE - SF & CR
ZONING PROPOSED: PD 22-48 BASE - SFA

OWNER:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY TANGHONGS 469-964-6646
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

APPLICANT:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY TANGHONGS 469-964-6646
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

CLIENT: 5.8 SH 66, LLC
DRAWN BY: - SWS
DESIGNER: - SWS
REVIEWER: - RM
PROJECT # -

SHEET
LP-2

PLANTING SPECIFICATIONS

GENERAL

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
   1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
   2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
   3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE / APPROPRIATE LOCAL JURISDICTION, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.

B. SCOPE OF WORK
   1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
   2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
   3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

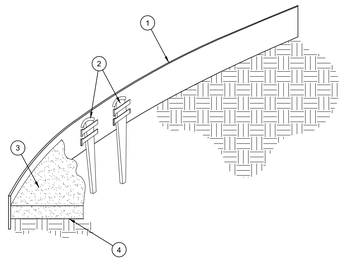
PRODUCTS

A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
   1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014). PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
   2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
   3. TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
   4. ANY PLANT DEEMED UNACCEPTABLE BY THE OWNER OR OWNER'S REPRESENTATIVE SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTBLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE OWNER OR OWNER'S REPRESENTATIVE SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
   5. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
   6. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
   7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
   8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY BURIED, SHALL BE REJECTED.
C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
D. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
E. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
F. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
G. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
H. TREE STAKING AND GUYING
   1. STAKES: 6' LONG GREEN METAL T-POSTS.
   2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
   3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
I. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
J. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

A. SOIL PREPARATION
   1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
   2. SOIL TESTING:
      a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
      b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
      c. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
      d. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
   3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
   4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
      a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
         i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
         ii. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
         iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
      b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
         i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
         ii. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
         iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
         iv. IRON SULPHATE - 2 LBS. PER CU. YD.
   5. 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 3" 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 GENERAL CONTRACTOR, OWNER, OR OWNER'S REPRESENTATIVE.
   6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.
B. SUBMITTALS
   1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE OWNER OR OWNER'S REPRESENTATIVE, AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
   2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
   3. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
   4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.

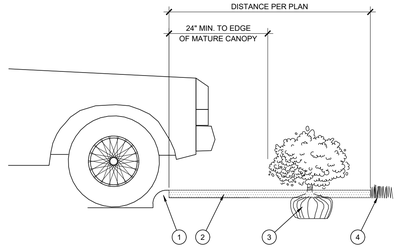
C. GENERAL PLANTING
   1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
   2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
   3. POSITION THE TREES AND SHRUBS IN THEIR INTENDED LOCATION AS PER THE PLAN. NOTIFY THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL POSITIONING OF PLANT MATERIALS.
   4. TRENCHING NEAR EXISTING TREES:
      a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
      b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
      c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
      d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
D. TREE PLANTING
   1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
   2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
   3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
   4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
   5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
   6. TREES SHALL NOT BE STAKED UNLESS THE JURISDICTION OR LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
      a. 1"-2" TREES (OR #15 GAL - 24" BOX): TWO STAKES PER TREE
      b. 2-1/2"-4" TREES (OR 36" - 48" BOX): THREE STAKES PER TREE
      c. TREES OVER 4" CALIPER (OR >48" BOX): GUY AS NEEDED
      d. MULTI-TRUNK TREES: THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
   7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH MULCH (TYPE AND DEPTH PER PLANS).
   8. FOR TREES IN TURF AREAS, DO NOT PLANT GRASS ALL THE WAY TO THE TRUNK OF THE TREE. LEAVE THE AREA OVER THE ROOT BALL AND INSTALL MULCH WITH AT LEAST 2" OF SPECIFIED MULCH. SEE MULCH SPECIFICATION FOR ADDITIONAL INFORMATION.
E. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
   4. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
   5. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
   6. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
F. SODDING
   1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
   2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
   3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
   4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
   5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
G. HYDROMULCHING
   1. TURF HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
      a. WINTER MIX (OCTOBER 1 - MARCH 31)
         i. 50# CELLULOSE FIBER MULCH
         ii. 2# UNHULLED BERMUDA SEED
         iii. 2# ANNUAL RYE SEED
         iv. 15# 15-15-15 WATER SOLUBLE FERTILIZER
      b. SUMMER MIX (APRIL 1 - SEPTEMBER 30)
         i. 50# CELLULOSE FIBER MULCH
         ii. 2# HULLED BERMUDA SEED
         iii. 15# 15-15-15 WATER SOLUBLE FERTILIZER
   2. SEED HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
      a. GENERAL
         i. 50# CELLULOSE FIBER MULCH
         ii. 15# 15-15-15 WATER SOLUBLE FERTILIZER
         iii. SEED RATE PER LEGEND
   3. ALL HARDSCAPE ELEMENTS ADJACENT TO HYDROMULCH APPLICATION SHALL BE PROTECTED FROM OVERSPRAY DURING INSTALLATION
H. DRILL SEEDING
   1. ALL SEED SHALL BE DRILL SEEDED AT THE RATES SHOWN ON THE PLANS, WITH A HYDROMULCH MIX APPLIED AFTER SEEDING.
      a. THE HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
         i. 50# CELLULOSE FIBER MULCH
         ii. 15# 15-15-15 WATER SOLUBLE FERTILIZER
         iii. 4# ORGANIC BINDER
I. MULCH
   1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
   2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE. MULCH AT THE BASE OF SHRUBS SHALL BE A MAXIMUM 1" DEPTH OVER ROOT BALL
   3. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. FINISH GRADE OF MULCH AT CURBS AND SIDEWALKS SHALL BE 1" LOWER THAN THE ADJACENT CURB OR SIDEWALK. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
J. CLEAN UP
   1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
   2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
K. INSPECTION AND ACCEPTANCE
   1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
   2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
   3. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.
L. LANDSCAPE MAINTENANCE
   1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
   2. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
   3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
      i. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
      j. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
      k. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
M. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
   1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
   2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.
N. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.



1. ROLLED-TOP STEEL EDGING PER PLANS.
2. TAPERED STEEL STAKES.
3. MULCH, TYPE AND DEPTH PER PLANS.
4. FINISH GRADE.

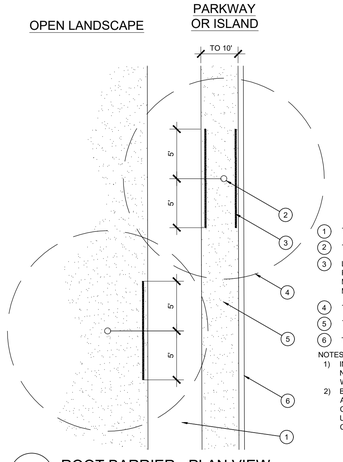
NOTES:
1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

D STEEL EDGING
SCALE: NOT TO SCALE



1. CURB.
2. MULCH LAYER.
3. PLANT.
4. TURF (WHERE SHOWN ON PLAN).

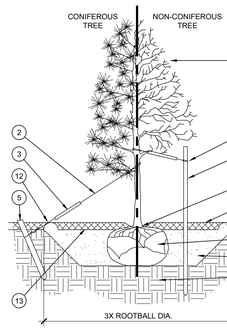
E PLANTING AT PARKING AREA
SCALE: NOT TO SCALE



1. TYPICAL WALKWAY OR PAVING
2. TREE TRUNK
3. LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
4. TREE CANOPY
5. TYPICAL PLANTING AREA
6. TYPICAL CURB AND GUTTER

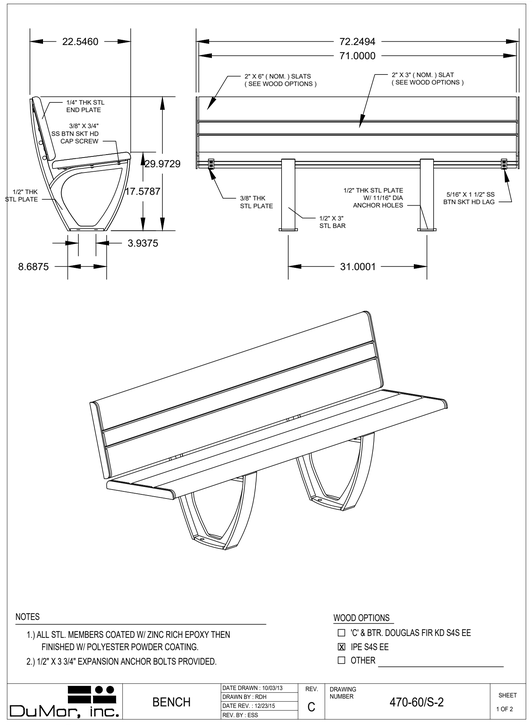
NOTES:
1) INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS.
2) BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

F ROOT BARRIER - PLAN VIEW
SCALE: NOT TO SCALE



1. TREE CANOPY.
2. CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
3. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4. GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL.
10. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11. UNDISTURBED NATIVE SOIL.
12. 4" HIGH EARTHEN WATERING BASIN.
13. FINISH GRADE.

STAKING EXAMPLES (PLAN VI



NOTES

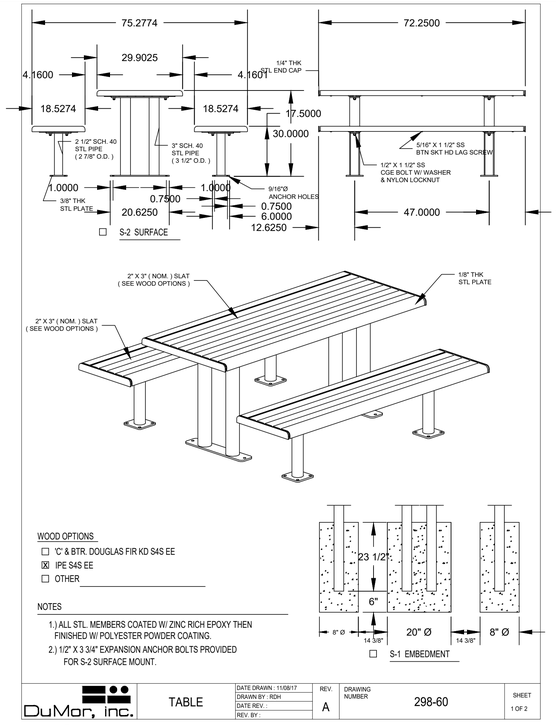
1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.

WOOD OPTIONS

- ☐ 'C' & BTR. DOUGLAS FIR KD S4S EE
- ☒ IPE S4S EE
- ☐ OTHER _____

DuMor, inc.	BENCH	DATE DRAWN : 10/03/13 DRAWN BY : RDH DATE REV. : 12/23/15 REV. BY : ESS	REV. C	DRAWING NUMBER 470-60/S-2		SHEET 1 OF 2

A DUMOR BENCH
SCALE: NOT TO SCALE



WOOD OPTIONS

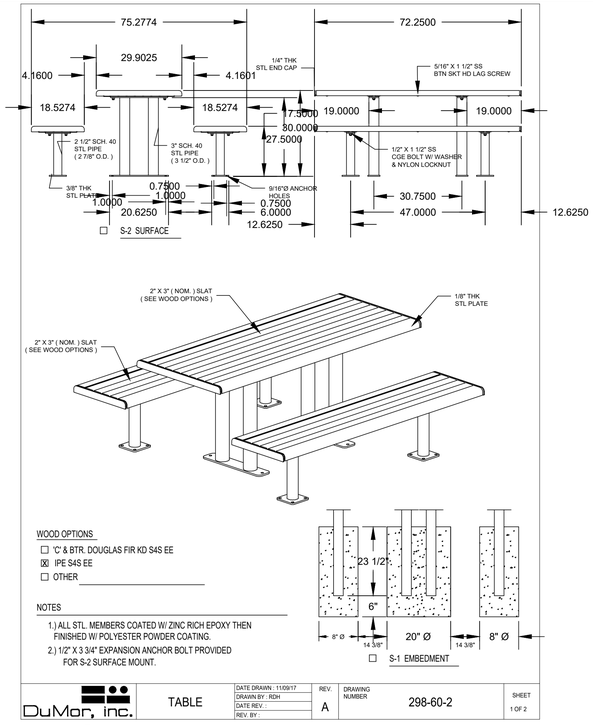
- ☐ 'C' & BTR. DOUGLAS FIR KD S4S EE
- ☒ IPE S4S EE
- ☐ OTHER _____

NOTES

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR S-2 SURFACE MOUNT.

DuMor, inc.	TABLE	DATE DRAWN : 11/08/17 DRAWN BY : RDH DATE REV. : REV. BY :	REV. A	DRAWING NUMBER 298-60		SHEET 1 OF 2

B DUMOR TABLE
SCALE: NOT TO SCALE



WOOD OPTIONS

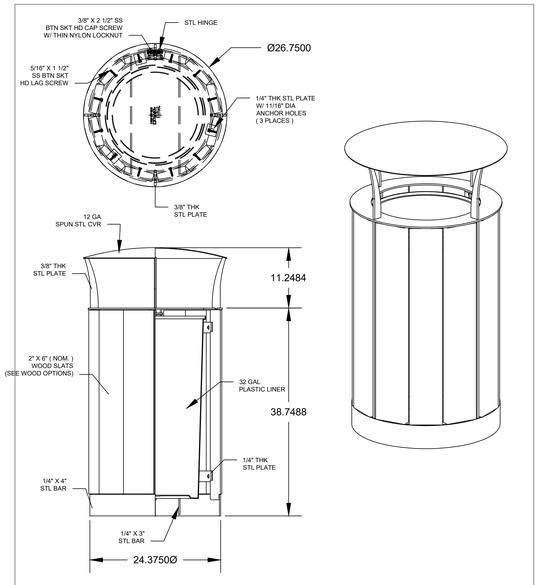
- ☐ 'C' & BTR. DOUGLAS FIR KD S4S EE
- ☒ IPE S4S EE
- ☐ OTHER _____

NOTES

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLT PROVIDED FOR S-2 SURFACE MOUNT.

DuMor, inc.	TABLE	DATE DRAWN : 11/09/17 DRAWN BY : RDH DATE REV. : REV. BY :	REV. A	DRAWING NUMBER 298-60-2		SHEET 1 OF 2

C DUMOR TABLE - ADA COMPLIANT
SCALE: NOT TO SCALE



WOOD OPTIONS

- ☐ 'C' & BTR. DOUGLAS FIR KD S4S EE
- ☒ IPE S4S EE
- ☐ OTHER _____

NOTES

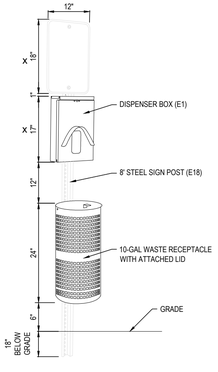
1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.
3.) COVER HINGES OPEN FOR REMOVAL OF LINER.

DuMor, inc.	RECEPTACLE	DATE DRAWN : 10/03/13 DRAWN BY : RDH DATE REV. : REV. BY :	REV. A	DRAWING NUMBER 474-32-BT		SHEET 1 OF 2

D DUMOR TABLE - TRASH RECEPTACLE
SCALE: NOT TO SCALE

Pet Waste ELIMINATOR
Commercial Pet Waste Disposal System

PET WASTE ELIMINATOR
6701 CONCORD PARK DR
HOUSTON, TX 77040-9802
PHONE: (800)790-8896
www.petwasteeliminator.com



☑ SELECT DESIRED COLOR:
- ☐ BLACK
- ☐ GREEN

☑ SELECT DESIRED FINES ON SIGN:
- ☐ $75.00 TO $500.00 FINE
- ☐ NO FINE

PERSPECTIVE

SUPERIOR KIT INCLUDES:
1. 12" X 18" ALUMINUM SIGN.
2. DISPENSER BOX.
3. 10GAL WASTE RECEPTACLE WITH ATTACHED LID.
4. 3-MOUNTING HARDWARE SETS
   EACH SET INCLUDES 2 NUTS, BOLTS
   AND WASHERS.
5. 80 PET WASTE BAGS.
6. 50 WASTE RECEPTACLE LINERS.

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER SH 66 Modern Townhouses - Garland - pltg

04-10-2023

E PET WASTE STATIONS
SCALE: NOT TO SCALE
SUPERIOR PET WASTE ELIMINATOR STATION (E3BLA)

SH 66 Modern Townhouses - Garland - pltg
SHEET 1 OF 1
REVISION DATE 11/04/2023
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CADdetails.com

E PET WASTE ELIMINATOR
SCALE: NOT TO SCALE

ALL DUMOR SITE FURNISHINGS SHALL BE POWDER-COATED BLACK IN COLOR

EXHIBIT D

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

REVISION | NO. | DATE

LANDSCAPE DETAILS & SPECIFICATIONS

REGISTERED LANDSCAPE ARCHITECT
STEPHEN W. SALES
3470
STATE OF TEXAS
04/12/2023

CASE NO: CITY GARLAND PRE-SUBMITTAL CASE # 220201-2
PROJECT: **PECAN GROVE TOWNHOMES**
1951 & 1975 STATE HIGHWAY 66
TR 10, 5.5 AC & TR 10.2, 0.377 AC
J L ANDERSON ABST 26 PG 190
GARLAND, COUNTY, TEXAS 75040

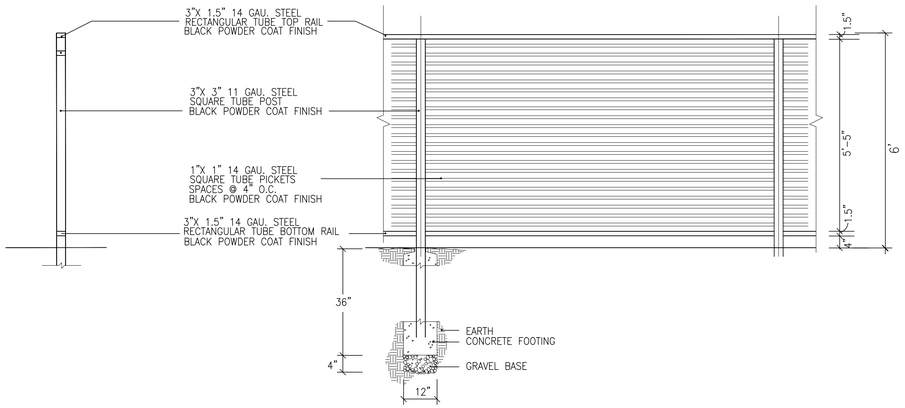
ZONING EXISTING: PD 02-38 BASE - SF & CR
ZONING PROPOSED: PD 22-48 BASE - SFA

OWNER:
MODERN GARLAND 5,8 SH 66, LLC
MIKE HAGEMEYER (469) 854-6600
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

APPLICANT:
MODERN GARLAND 5,8 SH 66, LLC
MIKE HAGEMEYER (469) 854-6600
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

CLIENT: 5,8 SH 66, LLC
DRAWN BY: -
DESIGNER: -
REVIEWER: -
PROJECT #: -

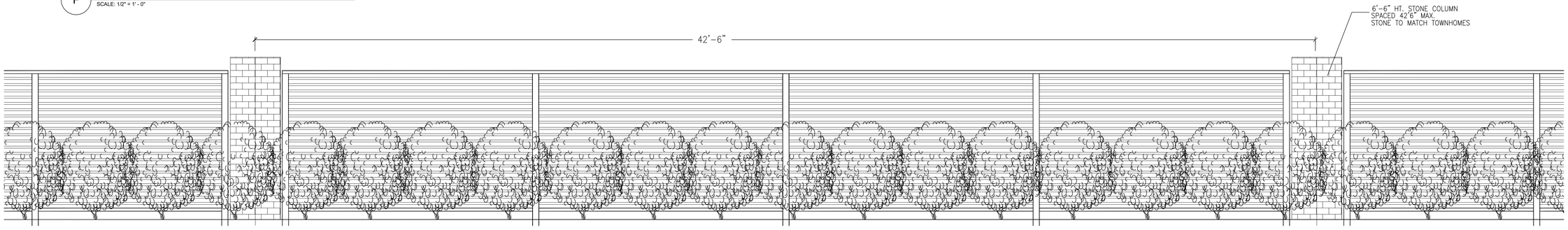
SHEET
LP-4



F 6'-0" HT. ORNAMENTAL METAL FENCE
SCALE: 1/2" = 1' - 0"



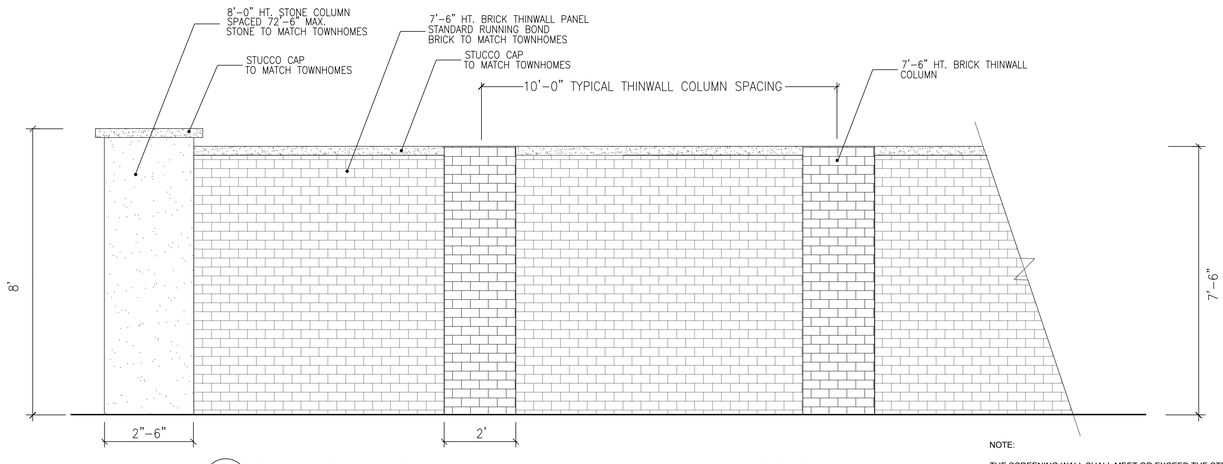
G CENTERVILLE RD / STREET B SCREENING CROSS SECTION
SCALE: 1" = 10' - 0"



H 6'-0" HT. ORNAMENTAL METAL FENCE SCREENING ELEVATION
SCALE: 1/2" = 1' - 0"

ALL ORNAMENTAL IRON FENCE PANELS SHALL BE POWDER-COATED BLACK IN COLOR

STUCCO COLOR TO MATCH AVERAGE BRICK COLORS FROM THINWALL PANEL



I 7'-6" HT. BRICK SCREENING WALL WITH MASONRY COLUMNS SPACED 72'-6" O.C.
SCALE: 1/2" = 1' - 0"

NOTE:

THE SCREENING WALL SHALL MEET OR EXCEED THE STRUCTURAL INTEGRITY OF THE CITY'S STANDARD SCREENING WALL DETAILS AND COMPLY TO GDC 4.39.A.1.

EXHIBIT D

EXHIBIT D

REVISION | DATE | NO.

LANDSCAPE DETAILS

REGISTERED LANDSCAPE ARCHITECT
STEPHEN W. SALES
3470
STATE OF TEXAS
04/12/2023

CASE NO. CITY GARLAND PRE-SUBMITTAL CASE # 220201-2
PROJECT: **PECAN GROVE TOWNHOMES**
1951 & 1975 STATE HIGHWAY 66
TR 10, 5.5 AC & TR 10.2, 0.377 AC
J.L ANDERSON ABST 26 PG 190
GARLAND, COUNTY, TEXAS 75040

ZONING EXISTING: PD 02-38 BASE - SF & CR
ZONING PROPOSED: PD 22-48 BASE - SFA

OWNER:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY YAGHNAM (469) 464-4600
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

APPLICANT:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY YAGHNAM (469) 464-4600
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

CLIENT: 5.8 SH 66, LLC
DRAWN BY: - SWS
DESIGNER: - SWS
REVIEWER: - RM
PROJECT # : -

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

SHEET
LP-5

EXHIBIT D

TREE PROTECTION SPECIFICATIONS

MATERIALS

1. FABRIC: 4 FOOT HIGH ORANGE PLASTIC FENCING AS SHOWN ON THE PLANS AND SHALL BE WOVEN WITH 2 INCH MESH OPENINGS SUCH THAT IN A VERTICAL DIMENSION OF 23 INCHES ALONG THE DIAGONALS OF THE OPENINGS THERE SHALL BE AT LEAST 7 MESHES.
2. POSTS: POSTS SHALL BE A MINIMUM OF 72 INCHES LONG AND STEEL 'T' SHAPED WITH A MINIMUM WEIGHT OF 1.3 POUNDS PER LINEAR FOOT.
3. TIE WIRE: WIRE FOR ATTACHING THE FABRIC TO THE T-POSTS SHALL BE NOT LESS THAN NO. 12 GAUGE GALVANIZED WIRE.
4. USED MATERIALS: PREVIOUSLY-USED MATERIALS, MEETING THE ABOVE REQUIREMENTS AND WHEN APPROVED BY THE OWNER, MAY BE USED.

CONSTRUCTION METHODS

1. ALL TREES AND SHRUBS SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.
2. EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST AND OBTAIN ALL REQUIRED PERMITS TO PRUNE THE EXISTING TREES FOR CLEANING, RAISING AND THINNING, AS MAY BE REQUIRED.
3. PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE CRITICAL ROOT ZONE (CRZ, EQUAL TO 1' FROM THE TRUNK FOR EVERY 1" OF DBH) AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST, AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION. TREES IN CLOSE PROXIMITY SHALL BE FENCED TOGETHER, RATHER THAN INDIVIDUALLY.
4. PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.
5. THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.
6. THE INSTALLATION POSTS SHALL BE PLACED EVERY 6 FEET ON CENTER AND EMBEDDED TO 18 INCHES DEEP. MESH FABRIC SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE FABRIC TO THE T-POSTS TO HOLD THE FABRIC IN A STABLE AND UPRIGHT POSITION.
7. WITHIN THE CRZ:
   a. DO NOT CLEAR, FILL OR GRADE IN THE CRZ OF ANY TREE.
   b. DO NOT STORE, STOCKPILE OR DUMP ANY JOB MATERIAL, SOIL OR RUBBISH UNDER THE SPREAD OF THE TREE BRANCHES.
   c. DO NOT PARK OR STORE ANY EQUIPMENT OR SUPPLIES UNDER THE TREE CANOPY.
   d. DO NOT SET UP ANY CONSTRUCTION OPERATIONS UNDER THE TREE CANOPY (SUCH AS PIPE CUTTING AND THREADING, MORTAR MIXING, PAINTING OR LUMBER CUTTING).
   e. DO NOT NAIL OR ATTACH TEMPORARY SIGNS METERS, SWITCHES, WIRES, BRACING OR ANY OTHER ITEM TO THE TREES.
   f. DO NOT PERMIT RUNOFF FROM WASTE MATERIALS INCLUDING SOLVENTS, CONCRETE WASHOUTS, ASPHALT TACK COATS (MC-30 OIL), ETC. TO ENTER THE CRZ. BARRIERS ARE TO BE PROVIDED TO PREVENT SUCH RUNOFF SUBSTANCES FROM ENTERING THE CRZ WHENEVER POSSIBLE, INCLUDING IN AN AREA WHERE RAIN OR SURFACE WATER COULD CARRY SUCH MATERIALS TO THE ROOT SYSTEM OF THE TREE.
8. ROUTE UNDERGROUND UTILITIES TO AVOID THE CRZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM.
9. WHERE EXCAVATION IN THE VICINITY OF TREES MUST OCCUR, SUCH AS FOR IRRIGATION INSTALLATION, PROCEED WITH CAUTION, AND USING HAND TOOLS ONLY.
10. THE CONTRACTOR SHALL NOT CUT ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. ALL ROOTS LARGER THAN ONE INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OAKS ONLY, ALL WOUNDS SHALL BE PAINTED WITH WOUND SEALER WITHIN 30 MINUTES
11. REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.
12. TREES DAMAGED OR KILLED DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S AND LOCAL JURISDICTION'S SATISFACTION.
13. ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO ITS REMOVAL, AND THE CONTRACTOR SHALL HAVE ALL REQUIRED PERMITS FOR SUCH ACTIVITIES.
14. COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.
15. IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DUING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THE SOIL WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
16. WATER ALL TREES IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONCE A WEEK DURING PERIODS OF HOT DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
17. WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.
18. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION-RELATED ACTIVITIES HAVE BEEN REMOVED.

TREE PROTECTION GENERAL NOTES

(A) PRIOR TO THE LAND CLEARING STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL CLEARLY MARK ALL PROTECTED TREES FOR WHICH A TREE REMOVAL PERMIT HAS NOT BEEN ISSUED AND SHALL ERECT BARRIERS FOR THE PROTECTION OF THE TREES ACCORDING TO THE FOLLOWING:
(1) AROUND AN AREA AT OR GREATER THAN A SIX-FOOT RADIUS OF ALL SPECIES OF MANGROVES AND PROTECTED CABBAGE PALMS;
(2) AROUND AN AREA AT OR GREATER THAN THE FULL DRIPLINE OF ALL PROTECTED NATIVE PINES;
(3) AROUND AN AREA AT OR GREATER THAN TWO-THIRDS OF THE DRIPLINE OF ALL OTHER PROTECTED SPECIES.

(B) NO PERSON SHALL ATTACH ANY SIGN, NOTICE OR OTHER OBJECT TO ANY PROTECTED TREE OR FASTEN ANY WIRES, CABLES, NAILS OR SCREWS TO ANY PROTECTED TREE IN ANY MANNER THAT COULD PROVE HARMFUL TO THE PROTECTED TREE, EXCEPT AS NECESSARY IN CONJUNCTION WITH ACTIVITIES IN THE PUBLIC INTEREST.

(C) DURING THE CONSTRUCTION STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OR ON THE NEARBY GROUND OF ANY TREE OR GROUP OF TREES WHICH IS TO BE PRESERVED. WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OF ANY TREE OR ON NEARBY GROUND, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT STORAGE OF BUILDING MATERIAL AND/OR EQUIPMENT, OR DISPOSAL OF WASTE MATERIAL SUCH AS PAINTS, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF THE TREE.

(D) NO PERSON SHALL PERMIT ANY UNNECESSARY FIRE OR BURNING WITHIN 30 FEET OF THE DRIPLINE OF A PROTECTED TREE.

(E) ANY LANDSCAPING ACTIVITIES WITHIN THE BARRIER AREA SHALL BE ACCOMPLISHED WITH HAND LABOR.

(F) PRIOR TO ISSUING A CERTIFICATE OF OCCUPANCY OR COMPLIANCE FOR ANY DEVELOPMENT, BUILDING OR STRUCTURE, ALL TREES DESIGNATED TO BE PRESERVED THAT WERE DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR WITH TREES OF EQUIVALENT DIAMETER AT BREAST HEIGHT TREE CALIPER AND OF THE SAME SPECIES AS SPECIFIED BY THE CITY STAFF, BEFORE OCCUPANCY OR USE, UNLESS APPROVAL FOR THEIR REMOVAL HAS BEEN GRANTED UNDER PERMIT.

(G) THE CITY STAFF MAY CONDUCT PERIODIC INSPECTIONS OF THE SITE DURING LAND CLEARANCE AND CONSTRUCTION.

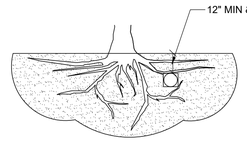
(H) IF, IN THE OPINION OF THE CITY STAFF, DEVELOPMENT ACTIVITIES WILL SO SEVERELY STRESS SLASH PINES OR ANY OTHER PROTECTED TREE SUCH THAT THEY ARE MADE SUSCEPTIBLE TO INSECT ATTACK, PREVENTATIVE SPRAYING OF THESE TREES BY THE CONTRACTOR MAY BE REQUIRED.

TREE RELOCATION GUIDELINES

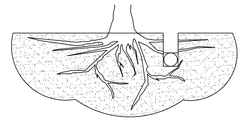
1. TREES SHALL NOT BE UNNECESSARILY DAMAGED DURING REMOVAL, TRANSPORT OR REPLANTING OF THE TREE.
2. IF THE TREE HAS A DORMANT PERIOD, THEY SHOULD BE TRANSPLANTED DURING THAT TIME. TREES SHOULD NOT BE TRANSPLANTED DURING PERIODS OF STRONG WINDS, DRY WINTER WINDS OR DURING DROUGHT.
3. ADEQUATE SPACES FOR ROOT AND CROWN DEVELOPMENT SHALL BE PROVIDED.
4. TREES SHALL BE ROOT AND CANOPY PRUNED IN ACCORDANCE WITH SOUND ARBORICULTURAL STANDARDS PRIOR TO TRANSPLANTING.
5. DURING AND FOLLOWING TRANSPLANTING, THE ROOT BALL AND TRUNK SHALL BE PROTECTED. THE ROOT BALL MUST BE KEPT MOIST AT ALL TIMES.
6. TRANSPLANTED TREES SHALL BE BRACED FOR A MINIMUM OF ONE (1) YEAR.
7. TRANSPLANTED TREES SHALL NOT BE FERTILIZED AT PLANTING TIME, BUT SHALL BE WATERED SUFFICIENTLY UNTIL THE TREE GROWTH IS REESTABLISHED.
8. ALL CROWN PRUNING SHALL BE DONE IN ACCORDANCE WITH "THE AMERICAN NATIONAL STANDARDS INSTITUTE A-300, TREE SHRUB AND OTHER WOODY PLANT MAINTENANCE-STANDARD PRACTICES", AND "Z-133.1 PRUNING, REPAIRING, MAINTAINING AND REMOVING TREES, AND CUTTING BRUSH-SAFETY REQUIREMENTS" OR PALM PRUNING IN ACCORDANCE WITH THE STANDARDS IN, RICHARD HARRIS, "ARBORICULTURE INTEGRATED MANAGEMENT OF LANDSCAPE TREES, SHRUBS AND VINES", AS AMENDED.
9. CONTRACTOR IS RESPONSIBLE FOR REGULAR WATERING AND MAINTENANCE OF TRANSPLANTED TREES DURING STORAGE PERIOD.

TREES THAT ARE MARKED TO BE PRESERVED ON A SITE PLAN AND FOR WHICH UTILITIES MUST PASS TROUGH THEIR ROOT PROTECTION ZONES MAY REQUIRE TUNNELING AS OPPOSED TO OPEN TRENCHES. THE DECISION TO TUNNEL WILL BE DETERMINED ON A CASE BY CASE BASIS BY THE ENGINEER.

TUNNELS SHALL BE DUG THROUGH THE ROOT PROTECTION ZONE IN ORDER TO MINIMIZE ROOT DAMAGE.

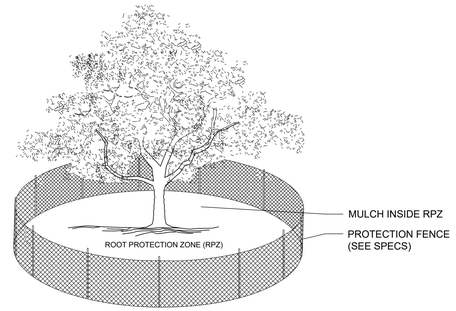


TUNNEL TO MINIMIZE ROOT DAMAGE (TOP) AS OPPOSED TO SURFACE-DUG TRENCHES IN ROOT PROTECTION ZONE WHEN THE 5' MINIMUM DISTANCE FROM TRUNK CAN NOT BE ACHIEVED.



OPEN TRENCHING MAY BE USED IF EXPOSED TREE ROOTS DO NOT EXCEED 3" OR ROOTS CAN BE BENT BACK.

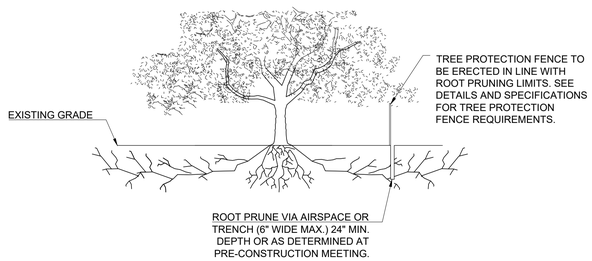
C BORING THROUGH ROOT PROTECTION ZONE
SCALE: NOT TO SCALE



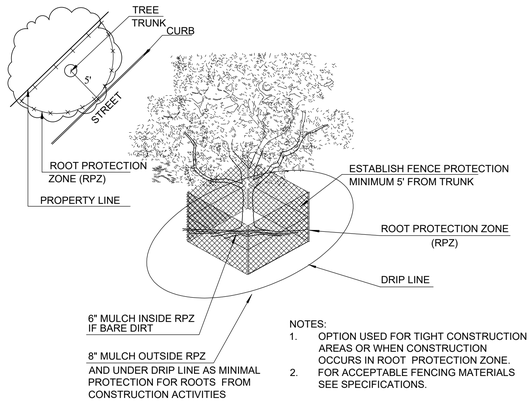
NOTES:
1. THE FENCING LOCATION SHOWN ABOVE IS DIAGRAMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND BE LIMITED TO PROJECT BOUNDARY. WHERE MULTIPLE ADJACENT TREES WILL BE ENCLOSED BY FENCING, THE FENCING SHALL BE CONTINUOUS AROUND ALL TREES.
2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

A TREE PROTECTION FENCE
SCALE: NOT TO SCALE

NOTES
1. RETENTION AREAS WILL BE SET AS PART OF THE REVIEW PROCESS AND PRE-CONSTRUCTION MEETING.
2. BOUNDARIES OF RETENTION AREAS MUST BE STAKED AT THE PRE-CONSTRUCTION MEETING AND FLAGGED PRIOR TO ROOT PRUNING.
3. EXACT LOCATION OF ROOT PRUNING SHALL BE DETERMINED IN THE FIELD IN COORDINATION WITH THE FORESTRY INSPECTOR .
4. TRENCH SHOULD BE IMMEDIATELY BACKFILLED WITH EXCAVATED SOIL OR OTHER ORGANIC SOIL AS SPECIFIED PER PLAN OR BY THE FORESTRY INSPECTOR.
5. ROOTS SHALL BE CLEANLY CUT USING VIBRATORY KNIFE OR OTHER ACCEPTABLE EQUIPMENT. ROT PRUNING METHODS AND MEANS MUST BE IN ACCORDANCE WITH ANSI STANDARD A3000.
6. ALL PRUNING MUST BE EXECUTED AT LOD SHOWN ON PLANS OR AS AUTHORIZED IN WRITING BY THE FORESTRY INSPECTOR.
7. SUPPLEMENTAL WATERING MAY BE REQUIRED FOR ROOT PRUNED TREES THROUGHOUT THE GROWING SEASON DURING CONSTRUCTION AND SUBSEQUENT WARRANTY AND MAINTENANCE PERIOD.



D ROOT PRUNING DETAIL
SCALE: NOT TO SCALE



NOTES:
1. OPTION USED FOR TIGHT CONSTRUCTION AREAS OR WHEN CONSTRUCTION OCCURS IN ROOT PROTECTION ZONE.
2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

B TREE PROTECTION FENCE - TIGHT CONSTRUCTION
SCALE: NOT TO SCALE

EXHIBIT D

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

REVISION | NO. | DATE

TREE MANAGEMENT DETAILS & SPECIFICATIONS

REGISTERED LANDSCAPE ARCHITECT
STEPHEN W. SALES
3470
STATE OF TEXAS
04/12/2023

CASE NO: CITY GARLAND PRE-SUBMITTAL CASE # 220201-2
PROJECT: **PECAN GROVE TOWNHOMES**
1951 & 1975 STATE HIGHWAY 66
TR 10, 5.5 AC & TR 10.2, 0.377 AC
J L ANDERSON ABST 26 PG 190
GARLAND, COUNTY, TEXAS 75040

ZONING EXISTING: PD 02-38 BASE - SF & CR
ZONING PROPOSED: PD 22-48 BASE - SFA

OWNER:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY @THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

APPLICANT:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY @THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

CLIENT: 5.8 SH 66, LLC
DRAWN BY: - SWS
DESIGNER: - SWS
REVIEWER: - RM
PROJECT #: -

SHEET
TD-4

EXHIBIT

KEY TO ADDED ARCHITECTURAL DESIGN ELEMENTS

SEE KEYED NOTES ON ELEVATIONS

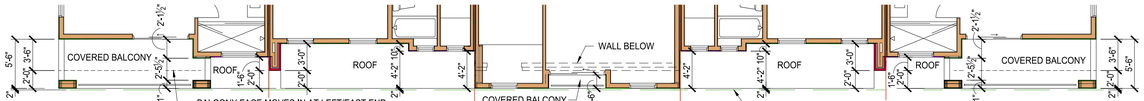
1. MODERN ROOF PARAPET WITH STEPS AND WITH METAL CAP
2. PROJECTING FLAT ROOF OR AWNING CANTILEVERED OR SUSPENDED WITH MAX SLOPE ½" PER FOOT
3. TWO-STORY HIGH PROJECTING BRICK DIVIDER BETWEEN UNITS
4. FAUX WOOD CERAMIC TILE USED AS DESIGN ACCENT MATERIAL
5. EXTERIOR SECOND FLOOR CORNER BALCONY WITH 2' MIN. OVERHANG, WALL COLUMNS & ROOF. (OVERHANG MAY BE ELIMINATED WHERE STREET CURVES REDUCE SETBACK)
6. EXTERIOR SECOND FLOOR RECESSED JULIET BALCONY
7. FULL UNIT WIDTH PORCH/PATIO. (EXTENDS MAX. 30" INTO FRONT YARD SETBACK SO NO COLUMNS OR RAILING ARE TO BE PROVIDED)
8. FULL UNIT WIDTH SECOND FLOOR OVERHANG/CANTILEVER

STUCCO COLOR & UNIT SEPARATION

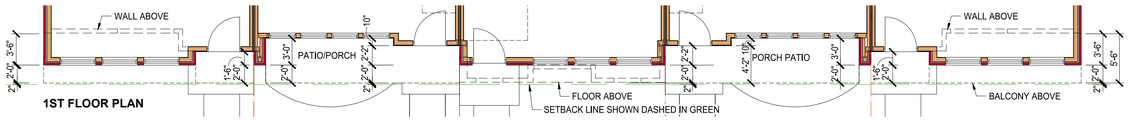
1. IN LIEU OF UNIT SEPARATION REQUIREMENT EVERY 3 UNITS EACH TOWNHOUSE UNIT IS TO RECEIVE EITHER A LIGHT OR MEDIUM STUCCO SHADE GRAY COLOR, THESE SHADES ARE TO ALTERNATE BETWEEN UNITS AND BETWEEN BUILDINGS, REFER TO SHEET A3.0 FOR STUCCO SHADING OF EACH UNIT IN EACH BUILDING.
2. STUCCO COLOR IS TO BE CONSISTANT WITHIN EACH UNIT EVEN THOUGH ELEVATION DRAWING COLORS VARY DUE COMPUTER RENDERING OF SUN AND SHADOWS



ELEVATION



2ND FLOOR PLAN

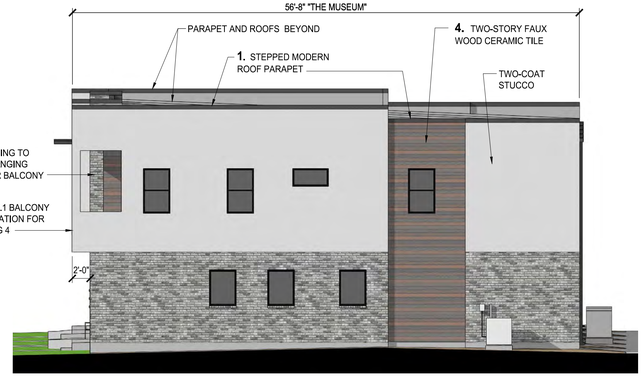


1ST FLOOR PLAN

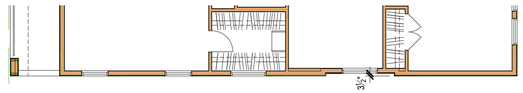
1 ELEVATION SOUTH/FRONT BUILDINGS 1, 2, 8, & 9
ELEVATION NORTH/FRONT BUILDINGS 4 & 5 ARE MIRROR IMAGE

SCALE: ⅛" =1'-0"

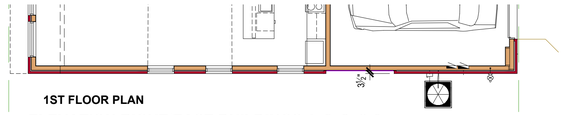
NOTE:
FOR FURTHER INFORMATION ON NUMBERED ELEVATION NOTES, REFER TO CORRESPONDING ADDED ARCHITECTURAL DESIGN ELEMENTS KEY ON SHEET A3.1



ELEVATION



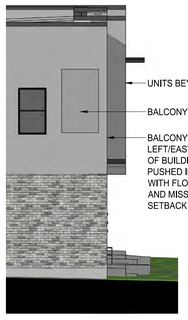
2ND FLOOR PLAN



1ST FLOOR PLAN

3 ELEVATION RIGHT/EAST BUILDINGS 1, 2, 8, & 9
ELEVATION LEFT/EAST BUILDINGS 4 & 5 ARE MIRROR IMAGE

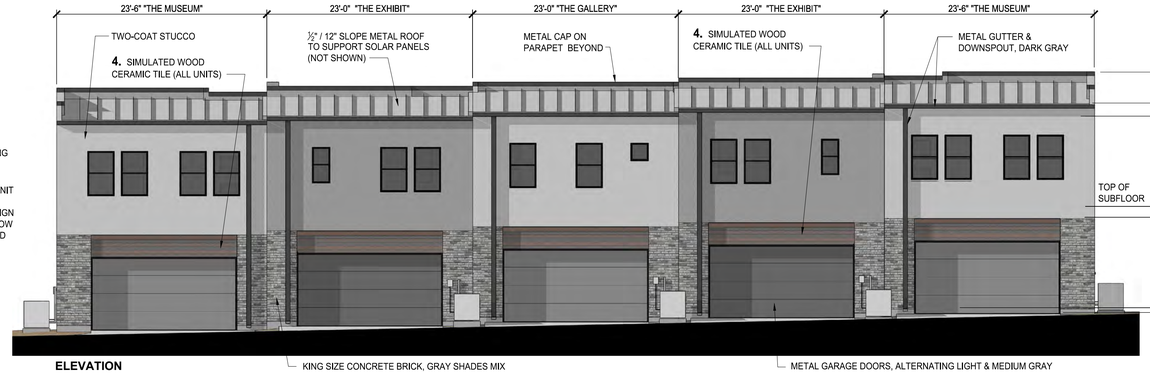
SCALE: ⅛" =1'-0"



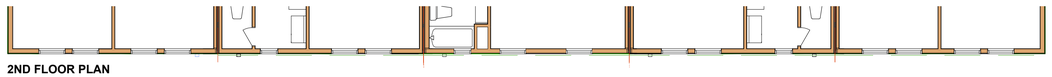
5 PARTIAL ELEVATION LEFT/EAST BUILDING 5

SEE 3/A3.1 FOR REST OF ELEVATION

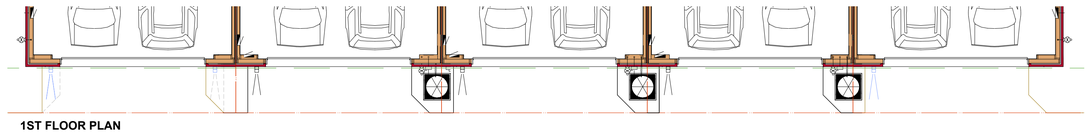
SCALE: ⅛" =1'-0"



ELEVATION



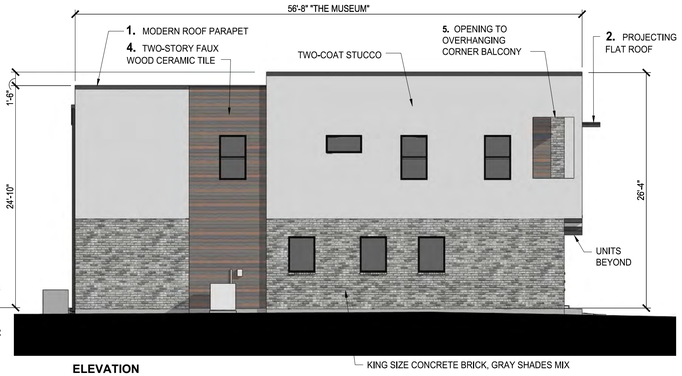
2ND FLOOR PLAN



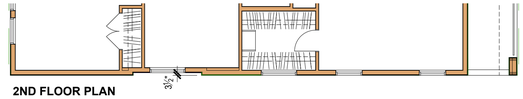
1ST FLOOR PLAN

2 ELEVATION REAR/NORTH BUILDINGS 1, 2, 8, & 9
ELEVATION REAR/SOUTH BUILDINGS 4 & 5 ARE MIRROR IMAGE

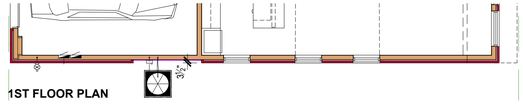
SCALE: ⅛" =1'-0"



ELEVATION



2ND FLOOR PLAN



1ST FLOOR PLAN

4 ELEVATION LEFT/WEST BUILDINGS 1, 2, 8, & 9
ELEVATION RIGHT/WEST BUILDINGS 4 & 5 ARE MIRROR IMAGE

SCALE: ⅛" =1'-0"

NO.	DATE	REVISION
	9/28/2022	

ELEVATIONS - BUILDINGS 1, 2, 4, 5, 8, & 9

REGISTERED ARCHITECT VINCE BROWN 10164 STATE OF TEXAS

MARCH 21, 2023

CASE NO: CITY GARLAND PRE-SUBMITTAL CASE # 220201-2

PROJECT: **PECAN GROVE TOWNHOMES**
1951 & 1975 STATE HIGHWAY 66
TR 10, 5.5 AC & TR 10.2, 0.377 AC
J L ANDERSON ABST 26 PG 190
GARLAND, COUNTY, TEXAS 75040

ZONING EXISTING:	PD 02-38 BASE - SF & CR	ZONING PROPOSED:	PD 22-48 BASE - SFA

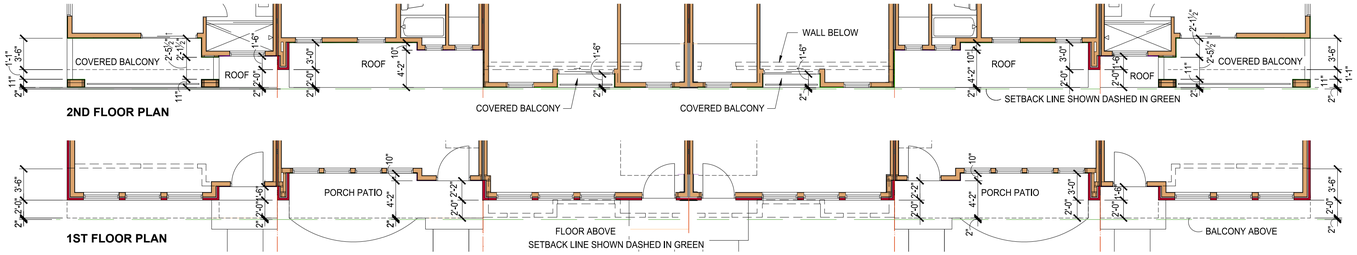
OWNER:
MODERN GARLAND 5.8 SH 66, LLC
MIKE HSIANG 469-585-4485
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

APPLICANT:
MODERN GARLAND 5.8 SH 66, LLC
MIKE HSIANG 469-585-4485
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

CLIENT:	5.8 SH 66, LLC
DRAWN BY:	-
DESIGNER:	-
REVIEWER:	-
PROJECT #:	-

SHEET
A3.1

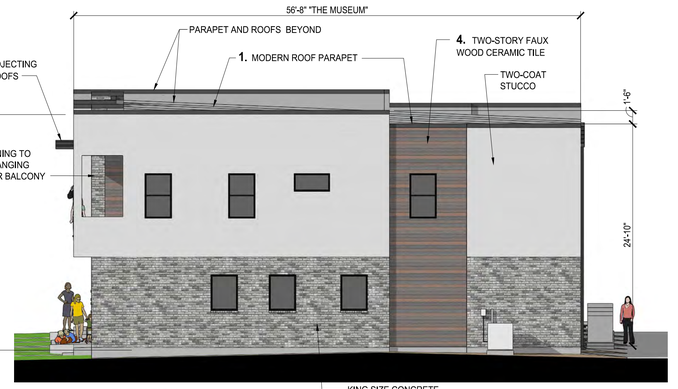


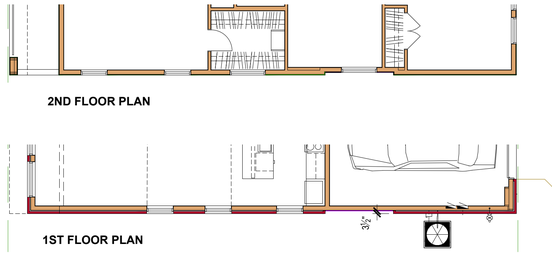


1 ELEVATION FRONT/SOUTH BUILDING 3
ELEVATION FRONT/NORTH BUILDING 6 IS MIRROR IMAGE

SCALE: ⅛" =1'-0"

NOTE:
FOR FURTHER INFORMATION ON NUMBERED ELEVATION NOTES, REFER TO CORRESPONDING ADDED ARCHITECTURAL DESIGN ELEMENTS KEY ON SHEET A3.1

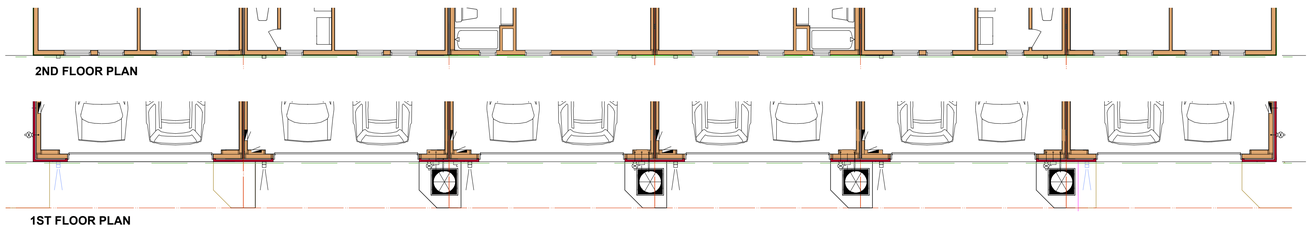




3 ELEVATION RIGHT/EAST BUILDING 3
ELEVATION LEFT/EAST BUILDING 6 IS MIRROR IMAGE

SCALE: ⅛" =1'-0"

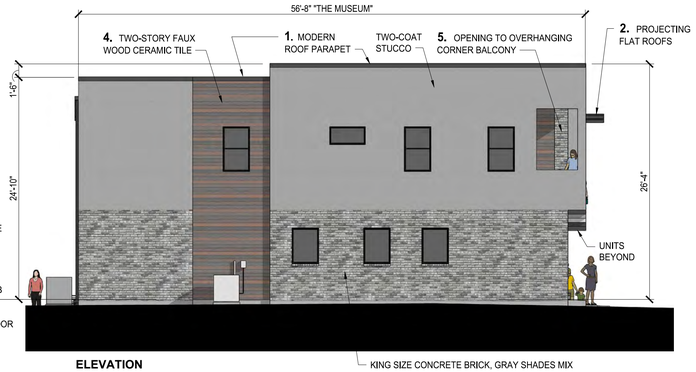


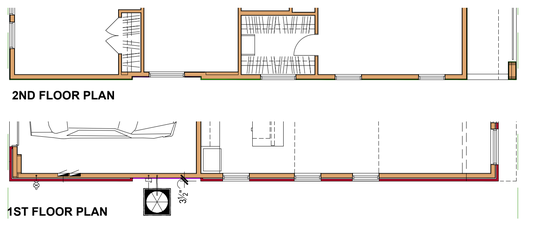


2 ELEVATION REAR/NORTH BUILDING 3
ELEVATION REAR/SOUTH BUILDING 6 IS MIRROR IMAGE

SCALE: ⅛" =1'-0"

ELEVATION SUBMITTAL





4 ELEVATION LEFT/WEST BUILDING 3
ELEVATION RIGHT/WEST BUILDING 6 IS MIRROR IMAGE

SCALE: ⅛" =1'-0"

NO.	DATE	REVISION
	9/28/2022	

ELEVATIONS - BUILDINGS 3 & 6

REGISTERED ARCHITECT JOHN VANCE BROWN 10164 STATE OF TEXAS
MARCH 21, 2023

CASE NO: CITY GARLAND PRE-SUBMITTAL CASE # 2202201-2
PROJECT: **PECAN GROVE TOWNHOMES**
1951 & 1975 STATE HIGHWAY 66
TR 10, 5.5 AC & TR 10.2, 0.377 AC
J L ANDERSON ABST 26 PG 190
GARLAND, COUNTY, TEXAS 75040

ZONING EXISTING: PD 02-38 BASE - SF & CR
ZONING PROPOSED: PD 22-48 BASE - SFA

OWNER:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY CHEN (469) 585-4880
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

APPLICANT:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY CHEN (469) 585-4880
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

CLIENT: 5.8 SH 66, LLC
DRAWN BY: -
DESIGNER: -
REVIEWER: -
PROJECT #: -

SHEET
A3.2

EXHIBIT E

EXHIBIT E

ELEVATION SUBMITTAL

PLAN OFFSETS NOTE:
OFFSET PLANS FOR THIS BUILDING WILL NOT FIT ON SHEET DUE TO THIS BUILDINGS LARGE OFFSETS FOLLOWING CURVED SETBACK . SEE BUILDING PLAN

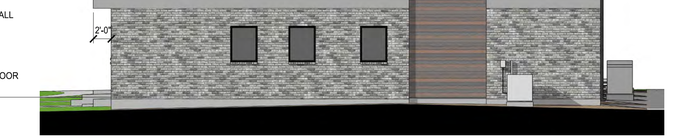
NOTE:
FOR FURTHER INFORMATION ON NUMBERED ELEVATION NOTES, REFER TO CORRESPONDING ADDED ARCHITECTURAL DESIGN ELEMENTS KEY ON SHEET A3.1



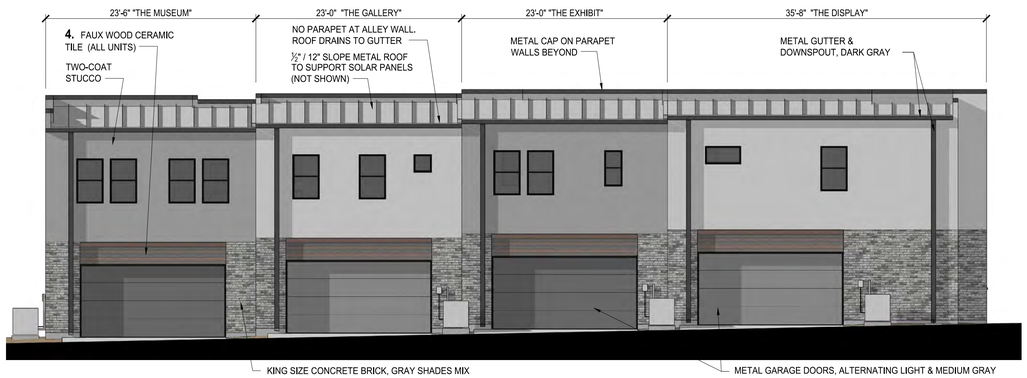
BUILDING 10



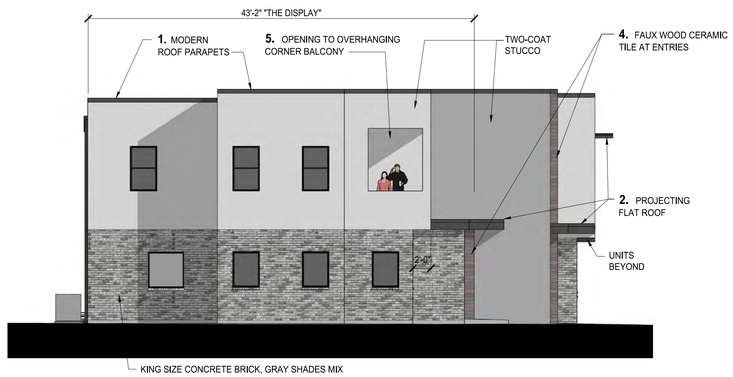
1 ELEVATION SOUTH/FRONT BUILDING 10
ELEVATION SOUTH/FRONT BUILDING 7 IS MIRROR IMAGE
SCALE: ⅛" =1'-0"



3 ELEVATION RIGHT/EAST BUILDING 10
ELEVATION LEFT/EAST BUILDING 7 IS MIRROR IMAGE
SCALE: ⅛" =1'-0"



2 ELEVATION REAR/NORTH BUILDING 10
ELEVATION REAR/NORTH BUILDING 7 IS MIRROR IMAGE
SCALE: ⅛" =1'-0"



4 ELEVATION LEFT/WEST BUILDING 10
ELEVATION RIGHT/EAST BUILDING 7 IS MIRROR IMAGE
SCALE: ⅛" =1'-0"

NO.	DATE	REVISION
	9/28/2022	

ELEVATIONS - BUILDINGS 10 & 7

REGISTERED ARCHITECT JIMMY VANCE BROWN 10164 STATE OF TEXAS
MARCH 21, 2023

CASE NO: CITY GARLAND PRE-SUBMITTAL CASE # 220201-2
PROJECT: **PECAN GROVE TOWNHOMES**
1951 & 1975 STATE HIGHWAY 66
TR 10, 5.5 AC & TR 10.2, 0.377 AC
J L ANDERSON ABST 26 PG 190
GARLAND, COUNTY, TEXAS 75040

ZONING EXISTING: PD 02-38 BASE - SF & CR
ZONING PROPOSED: PD 22-48 BASE - SFA

OWNER:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY VANCE BROWN, 469-438-7480
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

APPLICANT:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY VANCE BROWN, 469-438-7480
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

CLIENT: 5.8 SH 66, LLC
DRAWN BY: -
DESIGNER: -
REVIEWER: -
PROJECT # -

SHEET
A3.3

EXHIBIT E

ELEVATION SUBMITTAL



3 **BUILDING 3D MODELS**
NO SCALE

NO.	DATE	REVISION
	12/28/2022	

BUILDING 3D MODELS

REGISTERED ARCHITECT
BRIAN VANCE BROWN
10164
STATE OF TEXAS
MARCH 1, 2023

CASE NO: CITY GARLAND PRE-SUBMITTAL CASE # 2202201-2
PROJECT: **PECAN GROVE TOWNHOMES**
1951 & 1975 STATE HIGHWAY 66
TR 10, 5.5 AC & TR 10.2, 0.377 AC
J L ANDERSON ABST 26 PG 190
GARLAND, COUNTY, TEXAS 75040

ZONING EXISTING: **PD 02-38** BASE - SF & CR
ZONING PROPOSED: **PD 22-48** BASE - SFA

OWNER:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY WANG (469) 450-4993
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

APPLICANT:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY WANG (469) 450-4993
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

CLIENT: 5.8 SH 66, LLC
DRAWN BY: -
DESIGNER: -
REVIEWER: -
PROJECT #: -

SHEET
A3.0

EXHIBIT F

HIDDEN FORREST ESTATES
(VOL. 2004074, PG. 16)
O.P.R.D.C.T.

CARR ADDITION
(VOL. 84019, PG. 384)
D.R.D.C.T.

66/CENTERVILLE, LTD.
(INST. NO.
20130008286 3)
O.P.R.D.C.T.

TRACT 1
5.50 ACRES
MONAR, INC.
(INST. NO. 200600428629)
O.P.R.D.C.T.

TRACT 2
0.377 ACRES
MONAR, INC.
(INST. NO.
20061173396)
O.P.R.D.C.T.

ALLEY
STREET A
STREET B
CREEK
BLOCK A
LOT 2X
BLOCK A
LOT 1
BLOCK B
LOT 25
BUILDING 10
BUILDING 9
BUILDING 8
BUILDING 7
BUILDING 6
BUILDING 5
BUILDING 4
BUILDING 3
BUILDING 2
BUILDING 1

ZONE
FLOODWAY-AE

20' CITY OF
GARLAND SS ESMT
(VOL. 82195, PG. 1558)
D.R.D.C.T.

CITY OF GARLAND ESMT
(VOL. 91091, PG. 5176)
D.R.D.C.T.

10' CITY OF
GARLAND ESMT
(VOL. 91091,
PG. 5171)
D.R.D.C.T.

50' PUBLIC INGRESS
& EGRESS ESMT
(VOL. 84019, PG. 384)
D.R.D.C.T.

TEXAS POWER
& LIGHT ESMT
(VOL. 12603,
PG. 505)
D.R.D.C.T.

CITY OF
GARLAND ESMT
(INST. NO.
20080081289)
O.P.R.D.C.T.

REQUIRED
10' P.U.E.

REQUIRED
12' R.O.W.
DEDICATION

FENCE

PROPERTY
LINE

E. CENTERVILLE RD.
(VARIABLE WIDTH CONCRETE ROADWAY W/ CURB & GUTTER)

STATE HIGHWAY 66
(*VARIABLE* WIDTH RIGHT-OF-WAY)
(VARIABLE WIDTH CONCRETE ROADWAY W/ CURB & GUTTER)

A
SECONDARY
ENTRY MONUMENT,
SEE SHEET LC-1.2

B
SECONDARY
ENTRY MONUMENT,
SEE SHEET LC-1.2

C
PRIMARY ENTRY
MONUMENT, SEE
SHEET LC-1.1

Scale 1" = 30'-0"

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

REVISION | DATE | NO.

ENTRY MONUMENT
OVERALL SITE PLAN

PRELIMINARY
Not for Regulatory Approval,
Permit, or Construction.
Sharon Stachecki, LA
TX Registration #3682
4/11/23

CASE NO: CITY GARLAND PRE-SUBMITTAL CASE # 220201-2
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J.L ANDERSON ABST 26 PG 190
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ZONING EXISTING: PD 02-38 BASE - SF & CR
ZONING PROPOSED: PD 22-48 BASE - SFA

OWNER:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY CHENG, (469) 464-4560
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

APPLICANT:
MODERN GARLAND 5.8 SH 66, LLC
JIMMY CHENG, (469) 464-4560
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

CLIENT: 5.8 SH 66, LLC
DRAWN BY: -
DESIGNER: -
REVIEWER: -
PROJECT # : -

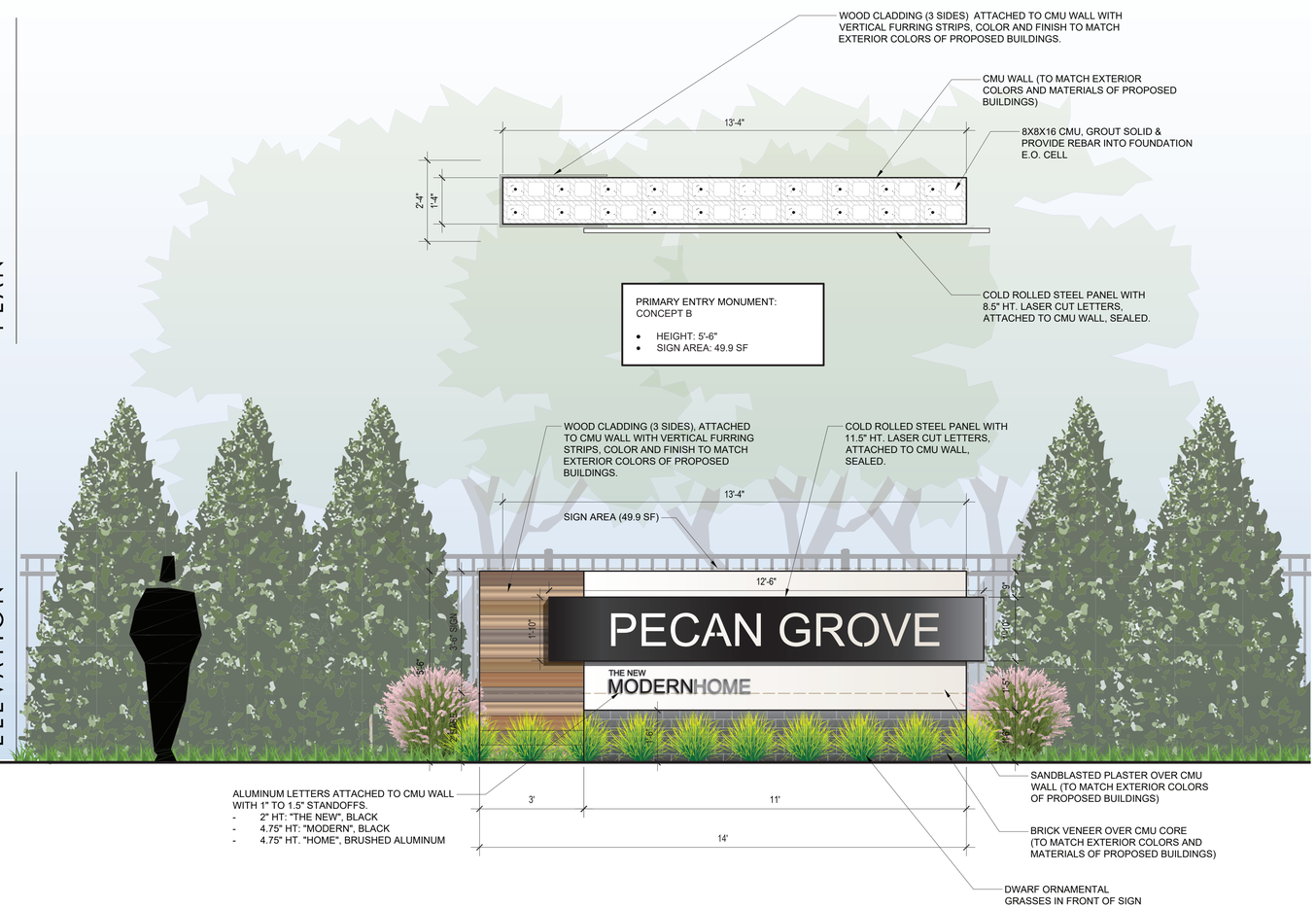
SHEET
LC-1.0

ENTRY MONUMENT REQUIREMENTS

- MAX HEIGHT: 7'
- MAX SIGN AREA: 50 SF
- ALL MONUMENTS TO BE PLACED MIN 5' FROM ANY PROPERTY LINE OR R.O.W. LINE
- 1 SIGN PER 300 FEET (3 MONUMENT MAX)
- PRIMARY SIGN TO BE PLACED AT CORNER OF E. CENTERVILLE RD AND STATE HIGHWAY 66.
- SECONDARY SIGNAGE TO BE PLACED ON THE WEST SIDE OF ROSE DRIVE AT STATE HIGHWAY 66 AND AT THE SOUTH SIDE OF ROSE DRIVE AT E CENTERVILLE RD.
- SIGN TO BE UPLIT WITH DIRECTIONAL LANDSCAPE LIGHTING. LIGHTING SHALL HAVE NO MORE THAN 2 FOOT- CANDLES ABOVE NATURAL AMBIENT LIGHT LEVEL AS MEASURED FROM THE NEAREST PROPERTY LINE.

EXHIBIT F

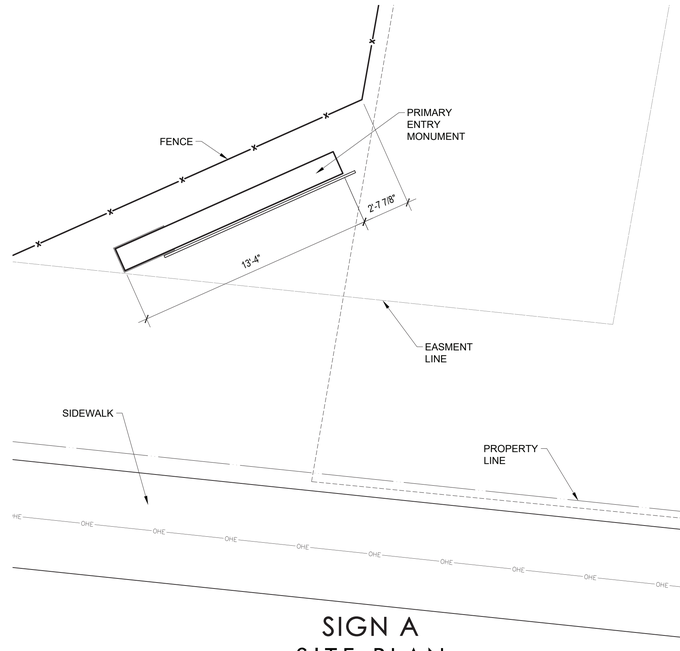
PLAN



ELEVATION

0' 1' 2' 4'
Scale 1/2" = 1'-0"

PRIMARY SIGN - A



SIGN A
SITE PLAN:
PRIMARY SIGN AT
EAST CENTERVILLE
AND STATE HWY 66

NORTH

0' 2' 4' 8'
Scale 1/4" = 1'-0"

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

NO.	DATE	REVISION

PRIMARY ENTRY MONUMENT A

PRELIMINARY
Not for Regulatory Approval, Permit, or Construction.
Sharon Stachecki, LA
TX Registration #3682
4/11/23

CITY GARLAND PRE-SUBMITTAL CASE # 220201-2
CASE NO:
PROJECT: **PECAN GROVE TOWNHOMES**
1951 & 1975 STATE HIGHWAY 66
TR 10, 5.5 AC & TR 10.2, 0.377 AC
J L ANDERSON ABST 26 PG 190
GARLAND, COUNTY, TEXAS 75040

ZONING EXISTING: **PD 02-38** BASE - SF & CR
ZONING PROPOSED: **PD 22-48** BASE - SFA

OWNER:
MODERN GARLAND 5 & SH 66, LLC
JIMMY TAKENOUCHI, 469-464-4470
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

APPLICANT:
MODERN GARLAND 5 & SH 66, LLC
JIMMY TAKENOUCHI, 469-464-4470
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

CLIENT: 5 & SH 66, LLC
DRAWN BY: -
DESIGNER: -
REVIEWER: -
PROJECT #: -

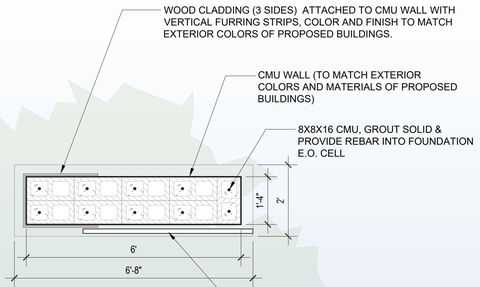
SHEET
LC-1.1

EXHIBIT F

ENTRY MONUMENT REQUIREMENTS

- MAX HEIGHT: 7'
- MAX SIGN AREA: 50 SF
- ALL MONUMENTS TO BE PLACED MIN 5' FROM ANY PROPERTY LINE OR R.O.W. LINE
- 1 SIGN PER 300 FEET (3 MONUMENT MAX)
- PRIMARY SIGN TO BE PLACED AT CORNER OF E. CENTERVILLE RD AND STATE HIGHWAY 66.
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- SIGN TO BE UPLIT WITH DIRECTIONAL LANDSCAPE LIGHTING. LIGHTING SHALL HAVE NO MORE THAN 2 FOOT- CANDLES ABOVE NATURAL AMBIENT LIGHT LEVEL AS MEASURED FROM THE NEAREST PROPERTY LINE.

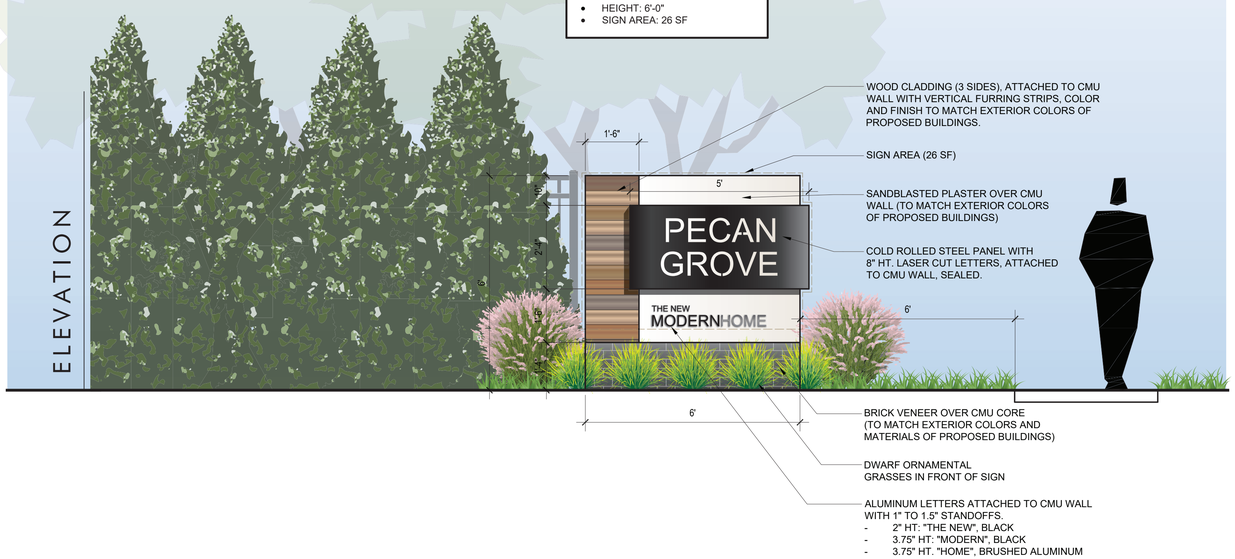
PLAN



SECONDARY ENTRY MONUMENT:
CONCEPT B

- HEIGHT: 6'-0"
- SIGN AREA: 26 SF

ELEVATION

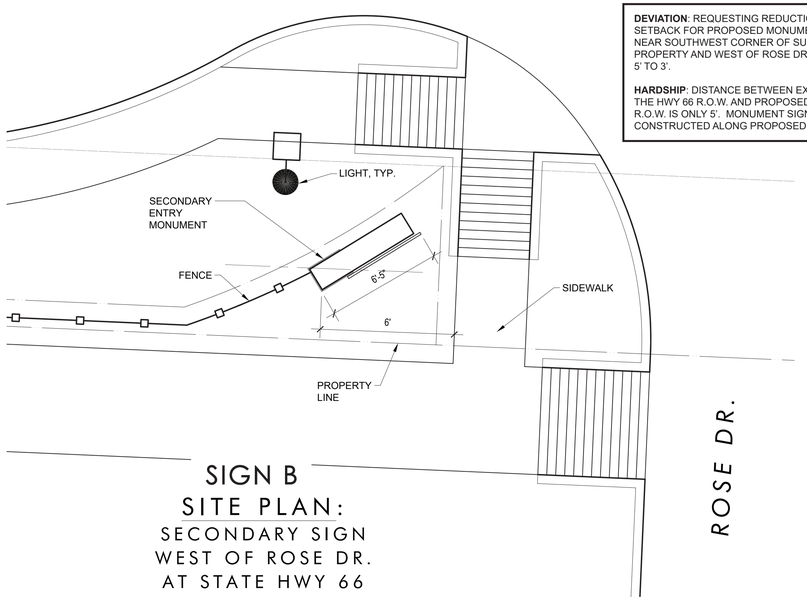


0' 1' 2' 4'
Scale 1/2" = 1'-0"

SECONDARY SIGN - B&C

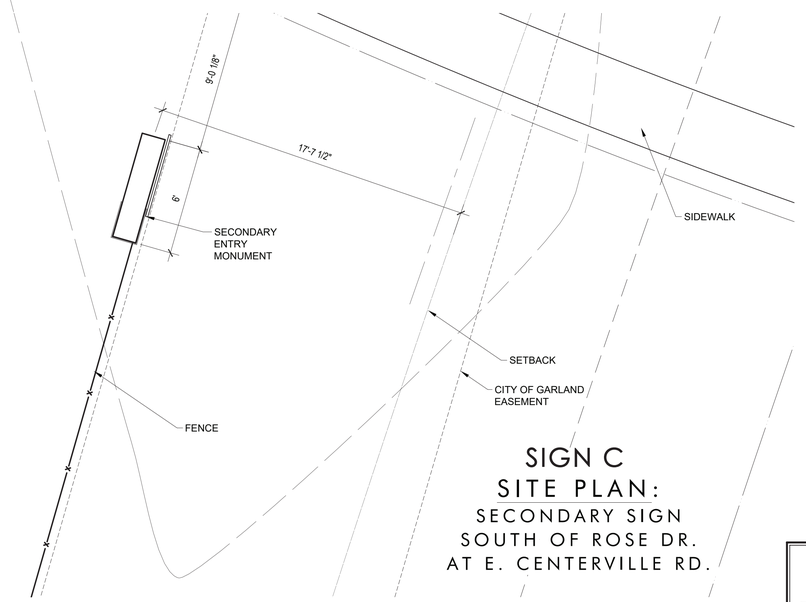
DEVIATION: REQUESTING REDUCTION OF SETBACK FOR PROPOSED MONUMENT SIGN, NEAR SOUTHWEST CORNER OF SUBJECT PROPERTY AND WEST OF ROSE DRIVE, FROM 5' TO 3'.

HARDSHIP: DISTANCE BETWEEN EXISTING THE HWY 66 R.O.W. AND PROPOSED LILY LANE R.O.W. IS ONLY 5'. MONUMENT SIGN WILL BE CONSTRUCTED ALONG PROPOSED FENCE.



SIGN B
SITE PLAN:
SECONDARY SIGN
WEST OF ROSE DR.
AT STATE HWY 66

NORTH
0' 2' 4' 8'
Scale 1/4" = 1'-0"



SIGN C
SITE PLAN:
SECONDARY SIGN
SOUTH OF ROSE DR.
AT E. CENTERVILLE RD.

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

REVISION | DATE | NO.

SECONDARY ENTRY MONUMENT B / C

PRELIMINARY
Not for Regulatory Approval, Permit, or Construction.
Sharon Stachecki, LA
TX Registration #3682
4/11/23

CASE NO: CITY GARLAND PRE-SUBMITTAL CASE # 220201-2
PROJECT: **PECAN GROVE TOWNHOMES**
1951 & 1975 STATE HIGHWAY 66
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OWNER:
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JIMMY MACKENZIE, 469-854-4480
JIMMY@THENEWMODERNHOME.COM
208 S. COTTONWOOD DRIVE, SUITE 300
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APPLICANT:
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208 S. COTTONWOOD DRIVE, SUITE 300
RICHARDSON, TEXAS 75080

CLIENT: 5.8 SH 66, LLC
DRAWN BY: -
DESIGNER: -
REVIEWER: -
PROJECT # : -

SHEET
LC-1.2

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: 06/06/2023

Item Title: Z 22-59 McGinnis Development (District 5)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 22-59 McGinnis Development

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 22-59 Ordinance
Z 22-59 Exhibit A
Z 22-59 Exhibit B
Z 22-59 Exhibits C & D

ZONING FILE NO. Z 22-59

ORDINANCE NO._____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) A CHANGE IN ZONING FROM MULTI-FAMILY-1 (MF-1) DISTRICT, NEIGHBORHOOD OFFICE (NO) DISTRICT AND SINGLE-FAMILY-7 (SF-7) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT FOR SINGLE-FAMILY ATTACHED USES AND 2) A DETAIL PLAN FOR SINGLE-FAMILY ATTACHED DEVELOPMENT ON A 9.713-ACRE TRACT OF LAND LOCATED AT 417 EAST CENTERVILLE ROAD, 402, 502 and 698 EAST KINGSLEY 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 24th day of April 2023, the Plan Commission did consider and make recommendations on a certain request for 1) a Change in Zoning from Multi-Family-1 (MF-1) District, Neighborhood Office (NO) District and Single-Family-7 (SF-7) District to a Planned Development (PD) District for Single-Family Attached Uses and 2) Detail Plan for Single-Family Attached (SFA) development by **McGinnis Development**; 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 Multi-Family-1 (MF-1) District, Neighborhood Office (NO) District and Single-Family-7 (SF-7) District to a Planned Development (PD) District for Single-Family Attached Uses and 2) Detail Plan for Single-Family Attached (SFA) development on a 9.713-acre tract of land located at 417 East Centerville Road, 402, 502 and 698 East Kingsley 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 22-59

PASSED AND APPROVED this_____ day of _____, 2023.

THE CITY OF GARLAND, TEXAS

By:

_____
Mayor

ATTEST:

_____
City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 22-59

BEING a 9.713-acre tract or parcel of land situated in the City of Garland, Dallas County, Texas and being a 2.9994 acre tract of land as described in a deed to Garland Foundation for Development Inc. and recorded in Instrument No. 201900076043 of the Deed Records of Dallas County, Texas (DRDCT) and a 0.60 acre tract of land as described in a deed to Garland Foundation for Development Inc. and recorded in Instrument No. 201900076043 (DRDCT) and a 2.9994 acre tract of land as described in a deed to Garland Foundation for Development Inc. and a 1.744 acre tract of land as described in a deed to Garland Foundation for Development Inc. Texas, recorded in Instrument No. 201900076043 (DRDCT), and a 1.586 acre tract of land as described in a deed to Garland Independent School District recorded in Volume 5462, Page 125 (DRDCT) and Lot 1 in Block 2 of Centerville Elementary School Addition, an Addition to the City of Garland, Texas and recorded in County Clerk's file No. 200600445747 of the Official Public Records of Dallas County, Texas (OPRDCT) and Lot 2, Block 1 of Agrawal Addition, an addition to the City of Garland, Texas and recorded in County Clerk's file No. 200600231157 (OPRDCT) and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod set for corner in the southwest right-of-way line of East Kingsley Street, said corner being the northwest corner of said City of Garland - 2.9994 acre tract and being the beginning of a curve to the right having a radius of 560.17 feet, a central angle of 22° 08'46", a chord bearing South 43°53'28" East at a distance of 215.18 feet;

THENCE southeasterly along said curve to the right and the southwest right-of-way line of said East Kingsley Street for an arc distance of 216.52 feet to a 5/8" iron rod set for corner, said corner being the beginning of a curve to the left having a radius of 641.00 feet, a central angle of 51°31'58", a chord bearing of South 58°22'36" East at a distance of 557.29 feet;

THENCE southeasterly along said curve to the left and the southwest right-of-way line of East Kingsley Street for an arc distance of 576.53 feet to a 5/8" iron rod set for corner;

THENCE South 75° 25' 14" East continuing along the southwest right-of-way line of said East Kingsley Street for a distance of 108.60 feet to a 5/8" iron rod set for corner, said corner being the beginning of a curve to the right having a radius of 1121.00 feet, a central angle of 05°33'14", a chord bearing of South 75°42'23" East at a distance of 108.62 feet;

THENCE southeasterly along said curve to the right and the southwest right-of-way line of East Kingsley Street for an arc distance of 108.66 feet to a 5/8" iron rod set for

corner at the north end of a corner clip at the intersection of the southwest right-of-way line of said East Kingsley Street and the northwesterly right-of-way line of East Centerville Road (110' right-of-way);

THENCE South 13° 51' 40" East along said corner clip for a distance of 15.71 feet to a 5/8" iron rod set for corner at the south end of said corner clip;

THENCE South 44° 49' 24" West along the northwesterly right-of-way line of said East Centerville Road for a distance of 94.38 feet to a 5/8" iron rod set for corner;

THENCE North 89° 51' 28" West departing the northwesterly right-of-way line of East Centerville Road for a distance of 305.82 feet to a 5/8" iron rod set for corner;

THENCE North 89° 17' 52" West for a distance of 55.96 feet to a 5/8" iron rod set for corner;

THENCE South for a distance of 357.73 feet to a 5/8" iron rod set for corner;

THENCE South 45° 18' 50" West along the northwesterly right-of-way line of said East Centerville Road for a distance of 410.74 feet to a 5/8" iron rod set for corner;

THENCE North 44° 40' 35" West for a distance of 167.14 feet to a 5/8" iron rod set for corner in the east line of a 10' alley right of way;

EXHIBIT A

THENCE North along the east right of way line of said 10' alley for a distance of 1109.90 feet to the Point of Beginning and containing 9.713 acres or 423,083 square feet of land, more or less.

EXHIBIT A

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 22-59

417 East Centerville Road, 402, 502 and 698 East Kingsley Road

I. Statement of Purpose: The purpose of this Planned Development is to approve a Detail Plan for eight-eight (88) Single-Family Attached (Townhouse) and eight (8) 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 eight-eight (88) single-family attached units shall be permitted. In addition, forty-three (43) of those lots shall be mews lots and forty-five (45) lots shall be front-loaded lots.

C. Minimum Lot Area: The minimum lot area shall be 1,980 square feet and as reflected in Exhibit C.

D. Minimum Dwelling Size: The minimum dwelling size shall be 1,200 square feet.

EXHIBIT B

E. Lot Width: The minimum end lot width for rear-loaded lots shall be twenty-seven (27) feet.

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

G. Open Space and Amenities: Open Space and Amenities shall be provided as shown in Exhibit D. All open spaces shall be landscaped per Section 4.37 (B)(2) of the Garland Development Code.

H. Elevations: Building Elevations shall be in conformance per Section 4.84 of the Garland Development Code.

I. Alley: Alleys shall be required for forty-three (43) single-family attached lots.

J. Entry Option B: Entry Option B as shown on Exhibit C may be approved administratively.

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.

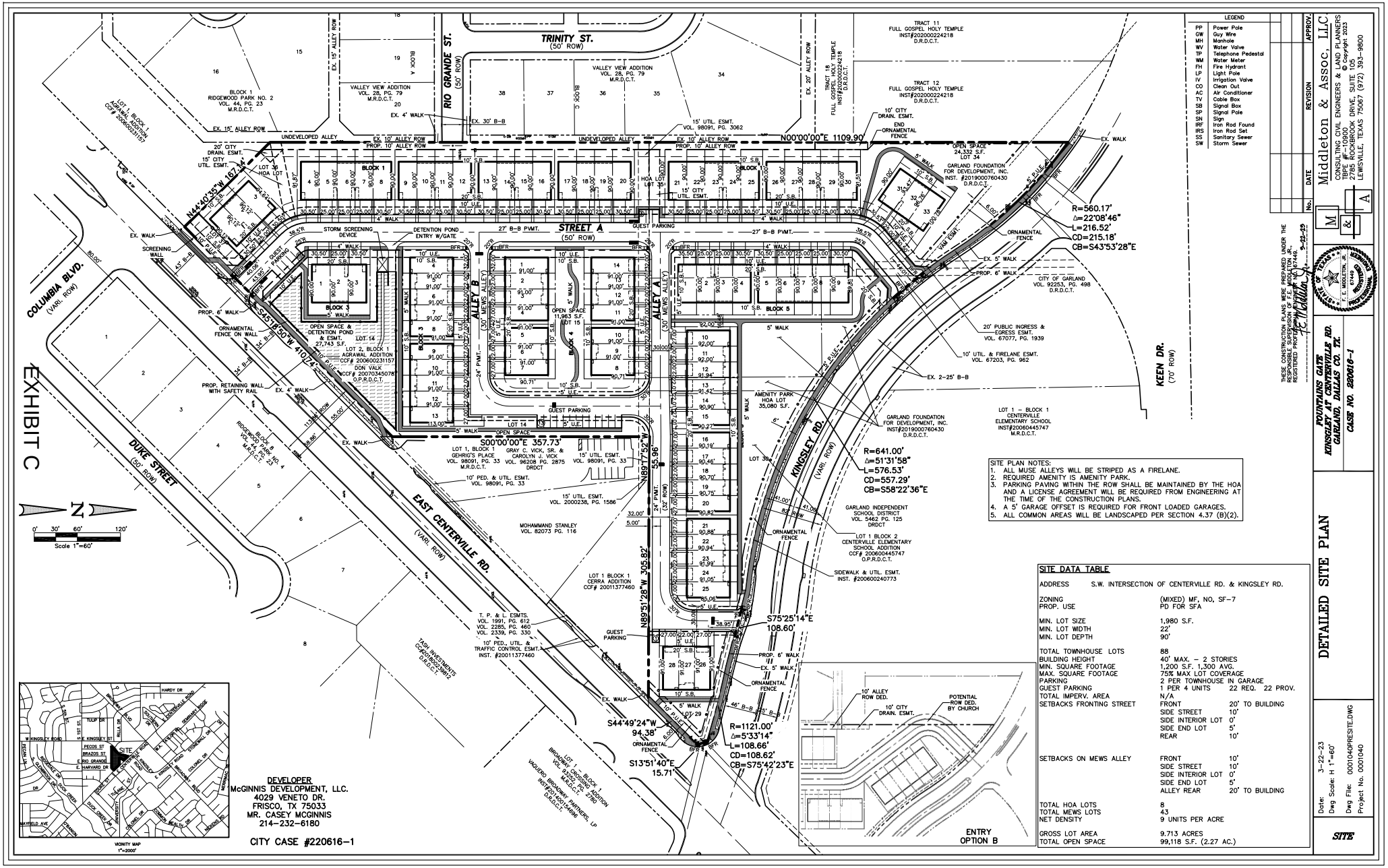
M. Required Assessments and Reserves: The declaration for

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.

N. 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



LEGEND

PP	Power Pole
GW	Guy Wire
MH	Manhole
WV	Water Valve
TP	Telephone Pedestal
WM	Water Meter
FH	Fire Hydrant
LP	Light Pole
IV	Irrigation Valve
CO	Clean Out
AC	Air Conditioner
TV	Cable Box
SB	Signal Box
SP	Signal Pole
SN	Sign
IRF	Iron Rod Found
IRS	Iron Rod Set
SS	Sanitary Sewer
SW	Storm Sewer

SITE PLAN NOTES:
1. ALL MUSE ALLEYS WILL BE STRIPED AS A FIRELANE.
2. REQUIRED AMENITY IS AMENITY PARK.
3. PARKING PAVING WITHIN THE ROW SHALL BE MAINTAINED BY THE HOA AND A LICENSE AGREEMENT WILL BE REQUIRED FROM ENGINEERING AT THE TIME OF THE CONSTRUCTION PLANS.
4. A 5' GARAGE OFFSET IS REQUIRED FOR FRONT LOADED GARAGES.
5. ALL COMMON AREAS WILL BE LANDSCAPED PER SECTION 4.37 (B)(2).

SITE DATA TABLE

ADDRESS	S.W. INTERSECTION OF CENTERVILLE RD. & KINGSLEY RD.	
ZONING	(MIXED) MF, NO, SF-7	
PROP. USE	PD FOR SFA	
MIN. LOT SIZE	1,980 S.F.	
MIN. LOT WIDTH	22'	
MIN. LOT DEPTH	90'	
TOTAL TOWNHOUSE LOTS	88	
BUILDING HEIGHT	40' MAX. – 2 STORIES	
MIN. SQUARE FOOTAGE	1,200 S.F. 1,300 AVG.	
MAX. SQUARE FOOTAGE	75% MAX LOT COVERAGE	
PARKING	2 PER TOWNHOUSE IN GARAGE	
GUEST PARKING	1 PER 4 UNITS	22 REQ. 22 PROV.
TOTAL IMPERV. AREA	N/A	
SETBACKS FRONTING STREET	FRONT	20' TO BUILDING
	SIDE STREET	10'
	SIDE INTERIOR LOT	0'
	SIDE END LOT	5'
	REAR	10'
SETBACKS ON MEWS ALLEY	FRONT	10'
	SIDE STREET	10'
	SIDE INTERIOR LOT	0'
	SIDE END LOT	5'
	ALLEY REAR	20' TO BUILDING
TOTAL HOA LOTS	8	
TOTAL MEWS LOTS	43	
NET DENSITY	9 UNITS PER ACRE	
GROSS LOT AREA	9.713 ACRES	
TOTAL OPEN SPACE	99,118 S.F. (2.27 AC.)	

DEVELOPER
McGINNIS DEVELOPMENT, LLC.
4029 VENETO DR.
FRISCO, TX 75033
MR. CASEY MCGINNIS
214-232-6180

CITY CASE #220616-1

THESE CONSTRUCTION PLANS WERE PREPARED UNDER THE RESPONSIBLE SUPERVISION OF F.E. MIDDLETON, JR. REGISTERED PROFESSIONAL ENGINEER NO. 67448

5-22-23

No.	DATE	REVISION	APPROV.

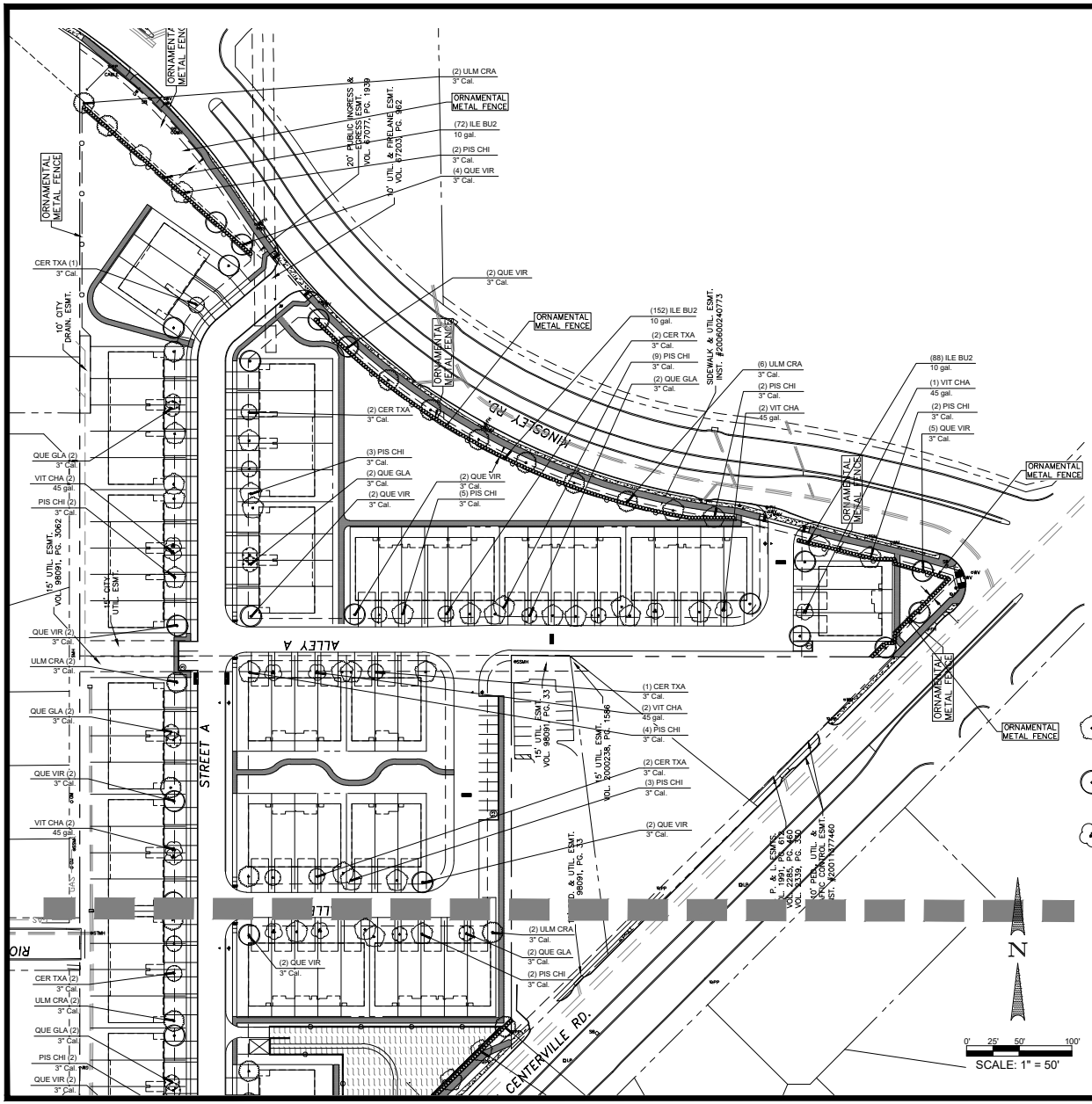
Middleton & Assoc, LLC
CONSULTING CIVIL ENGINEERS & LAND PLANNERS
TBPE #F-10900
2785 ROCKBROOK DRIVE, SUITE 105
LEWISVILLE, TEXAS 75067 (972) 393-9800
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FOUNTAINS GATE
KINGSLEY AT CENTERVILLE RD.
GARLAND, DALLAS CO. TX.
CASE NO. 220616-1

DETAILED SITE PLAN

Date: 3-22-23
Dwg Scale: H 1"=60'
Dwg File: 000104DPRESITE.DWG
Project No. 0001040

SITE



CITY OF GARLAND TOWNHOME LANDSCAPE REQUIREMENTS		
RESIDENTIAL DEVELOPMENT LANDSCAPING	ONE TREE IS REQUIREDPER LOT AND AND AT LEAST 50% OF WHICH MUST BE A CANOPY TREE WITHIN THE FRONT YARD	
	REQUIRED	PROVIDED
	1 TREE PER LOT	1 TREE PER LOT
PERIMETER SCREENING BETWEEN RESIDENTIAL DEVELOPMENT AND THOROUGHFARES	A MASONRY WALL IS REQUIRED IN ACCORDANCE WITH SECTION 4.39 (A) (1) WITH TREES 50' O.C. MAX. THE TREES AND SCREENING WALL MUST BE WITHIN A MINIMUM 8' WIDE BUFFER STRIP DEDICATED TO THE HOMEOWNERS ASSOCIATION FOR MAINTENANCE	
	REQUIRED	PROVIDED
	SCREENING MASONRY WALL + TREES 50' O.C.	SCREENING MASONRY WALL + TREES 50' O.C.

PLANTING NOTES:

1. PLANT SIZE, TYPE, AND CONDITION SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
2. ALL PLANT MATERIAL TO BE NURSERY GROWN STOCK.
3. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL PROJECT ACCEPTANCE.
4. ALL CONTAINER GROWN PLANTS TO HAVE FULL, VIGOROUS ROOT SYSTEM, COMPLETELY ENCOMPASSING CONTAINER.
5. ALL PLANTS WELL ROUNDED AND FULLY BRANCHED. ALL TREES WITH SPREAD 2/3 OF HEIGHT.
6. CONTRACTOR TO PROVIDE OWNER WITH PREFERRED MAINTENANCE SCHEDULE OF ALL PLANTS AND LAWNS.
7. MAINTAIN/PROTECT VISIBILITY TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL ENTRANCES TO SITE.
8. PREP ENTIRE WIDTH OF ALL DEFINED PLANTING BEDS WITH MIX AS OUTLINED IN SPECS. WHERE SHRUBS ARE LOCATED ALONG CURB, SET SHRUBS BACK FROM CURB 3 FT.
9. SEE DETAIL SHEET FOLLOWING FOR PLANTING DETAILS.
10. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE, TELECABLE, ELECTRIC, GAS, WATER AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
11. IF EXISTING TREES ARE SHOWN TO REMAIN, CONTRACTOR SHALL PRUNE AS DIRECTED BY OWNER'S REPRESENTATIVE. WORK TO INCLUDE REMOVAL OF ALL SUCKER GROWTH; DEAD AND DISEASED BRANCHES AND LIMBS; VINES, BRIARS AND OTHER INVASIVE GROWTH; AND ALL INTERFERING BRANCHES. MAKE ALL CUTS FLUSH TO REMAINING LIMB. RETAIN NATURAL SHAPE OF PLANT. ALL WORK SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
12. QUANTITIES ARE PROVIDED AS A COURTESY AND NOT INTENDED FOR BID PURPOSES. CONTRACTOR TO VERIFY PRIOR TO PRICING.
13. INSTALL EDGING BETWEEN LAWN AND PLANTING BEDS. REFER TO SPECIFICATIONS. FILE ALL CORNERS SMOOTH.
14. INSTALL CURLEX BLANKET (OR EQUAL) PER MANUFACTURES INSTRUCTIONS ON ALL GROUNDCOVER/SHRUB BEDS WITH A SLOPE OF 4:1 OR GREATER.
15. AT TIME OF PLAN PREPARATION, SEASONAL PLANT AVAILABILITY CANNOT BE DETERMINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND RESERVE ALL B&B PLANTS WHEN AVAILABLE IN CASE ACTUAL INSTALLATION OCCURS DURING THE OFF-SEASON. PURCHASE AND HOLD B&B PLANTS FOR LATE SEASON INSTALLATION.
16. PRIOR TO PLANTING, CONTRACTOR SHALL STAKE TREE LOCATIONS FOR APPROVAL BY OWNER.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS
	CER TXA	11	Cercis canadensis texensis	Texas Redbud	3" Cal.			
	PIS CHI	38	Pistacia chinensis	Chinese Pistache	3" Cal.			
	QUE GLA	12	Quercus glaucoides	Lacey Oak	3" Cal.			
	QUE VIR	27	Quercus virginiana	Southern Live Oak	3" Cal.			
	ULM CRA	22	Ulmus crassifolia	Cedar Elm	3" Cal.			
	VIT CHA	11	Vitex agnus-castus	Chaste Tree	45 gal.			
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS
	ILE BU2	430	Ilex cornuta 'Burfordii'	Burford Holly	10 gal.	36" Min	36" O.C.	

EXHIBIT D

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Date MAR 28, 2023
Drawn By GAC
Checked By GAC
Revisions

FAN-CURRET LANDSCAPE ARCHITECT, LLC
1021 MAPLEWOOD DR
WEATHERFORD, TX 76087
682-216-9151

FOUNTAIN GATE
GARLAND, TEXAS

Sheet No.
L-1

EXHIBIT D

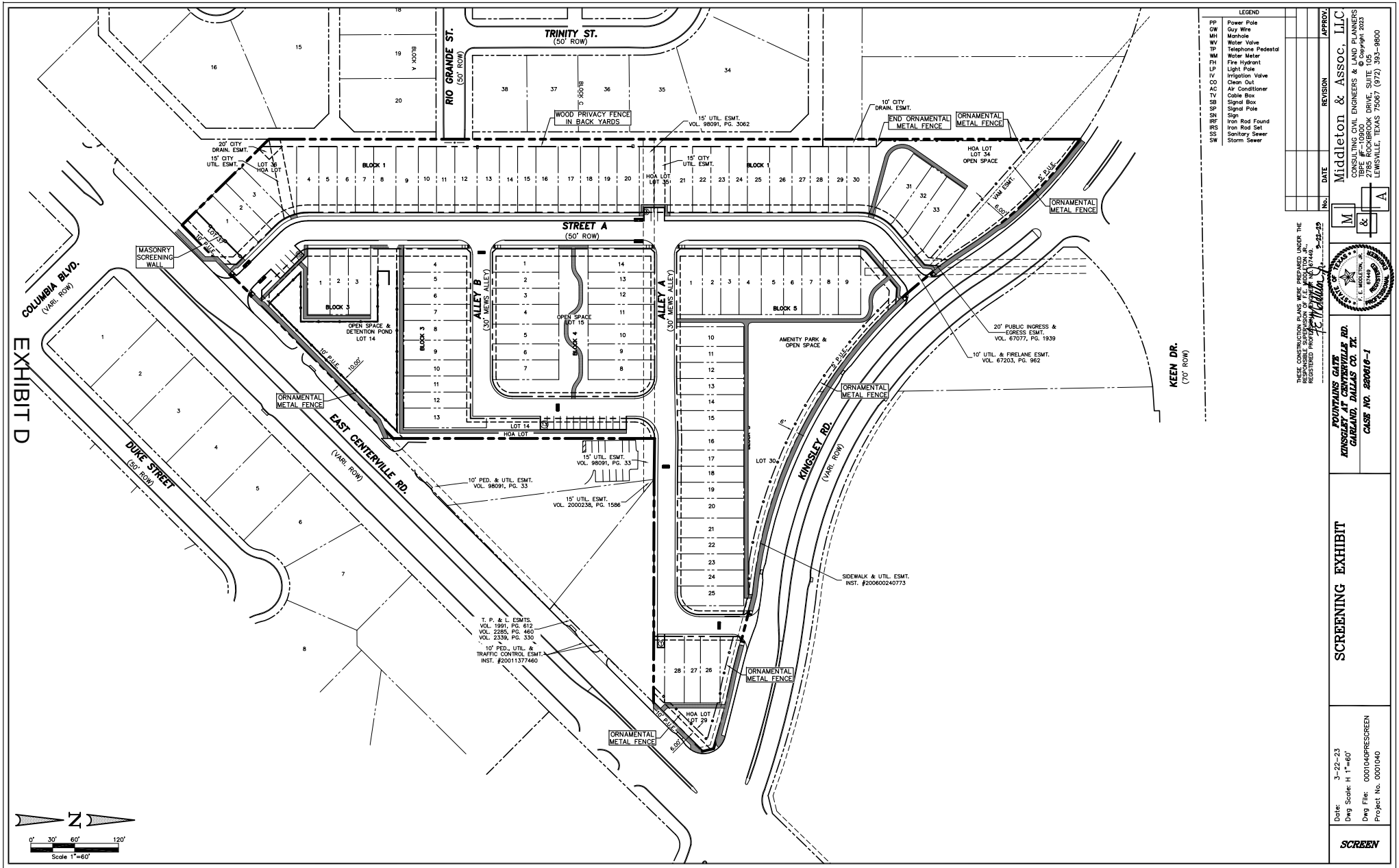
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Date MAR 28, 2023
Drawn By GAC
Checked By GAC
Revisions

FAIN GILPIN LANDSCAPE ARCHITECT, LLC
1021 MAPLEWOOD DR.
WEATHERFORD, TX 76087
682-216-9151

FOUNTAIN GATE
GARLAND, TEXAS

Sheet No.
L-2



LEGEND

PP	Power Pole
GW	Guy Wire
MH	Manhole
WV	Water Valve
TP	Telephone Pedestal
WM	Water Meter
FH	Fire Hydrant
LP	Light Pole
IV	Irrigation Valve
CO	Clean Out
AC	Air Conditioner
TV	Cable Box
SB	Signal Box
SP	Signal Pole
SN	Sign
IRF	Iron Rod Found
IRS	Iron Rod Set
SS	Sanitary Sewer
SW	Storm Sewer

No.	DATE	REVISION	APPROV.

Middleton & Assoc, LLC
CONSULTING CIVIL ENGINEERS & LAND PLANNERS
TBPE #F-10900
2785 ROCKBROOK DRIVE, SUITE 105
LEWISVILLE, TEXAS 75067 (972) 393-9800

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THESE CONSTRUCTION PLANS WERE PREPARED UNDER THE RESPONSIBLE SUPERVISION OF F.E. MIDDLETON, JR., REGISTERED PROFESSIONAL ENGINEER NO. 67448. 3-22-23

STATE OF TEXAS
67448
F. E. MIDDLETON, JR.
REGISTERED PROFESSIONAL ENGINEER

FOUNTAINS GATE
KINGSLEY AT CENTERVILLE RD.
GARLAND, DALLAS CO. TX.

CASE NO. 220616-1

SCREENING EXHIBIT

Date: 3-22-23
Dwg Scale: H 1"=60'
Dwg File: 000104OPRESCREEN
Project No. 0001040

SCREEN

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: 06/06/2023

Item Title: Z 23-01 Pape-Dawson Engineers, Inc. (District 1)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 23-01 Pape-Dawson Engineers, Inc.

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 23-01 Ordinance
Z 23-01 Exhibit A
Z 23-01 Exhibit B
Z 23-01 Exhibits C-E

ZONING FILE NO. Z 23-01

ORDINANCE NO._____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PROVISION FOR A RESTAURANT, DRIVE-THROUGH USE ON A 1.05-ACRE TRACT OF LAND ZONED COMMUNITY RETAIL (CR) DISTRICT AND LOCATED AT 6002 NORTH GARLAND AVENUE; 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 24th day of April 2023, the Plan Commission did consider and make recommendations on a certain request for a Specific Use Provision for a Restaurant, Drive-Through Use on a property zoned Community Retail (CR) District by **Pape-Dawson Engineers, 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 Specific Use Provision for a Restaurant, Drive-Through Use on a 1.05-acre tract of land zoned Community Retail (CR) District and located at 6002 North Garland Avenue 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 23-01

PASSED AND APPROVED this_____ day of _____, 2023.

THE CITY OF GARLAND, TEXAS

By:

_____
Mayor

ATTEST:

_____
City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 23-01

BEING a 1.05-acre tract of land in Lots 9, 10, 11 and 1R-1R-3, North Garland Commons No. 2, an Addition to the City of Garland, Dallas County, Texas according to the Conveyance Plat thereof, recorded in Document Number 2022-202200228962, Official Public Records, Dallas County, Texas.

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 23-01

6002 North Garland Avenue

I. Statement of Purpose: The purpose of this Specific Use Provision is to allow a Restaurant, Drive-Through 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 Community Retail (CR) District and Site Development Standards as set forth in Chapter 2 and 4 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

Site Layout: The site shall be in general conformance with the approved Site Plan, Landscape Plan, and Elevations labeled Exhibit C, Exhibit D, and Exhibit E. In the event of conflict between the conditions and the site plan, the written conditions listed below are to apply.

V. 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.

VI. Specific Regulations:

A. Time Period: The Specific Use Provision shall be valid for a time period of twenty-five (25) years.

B. Site Plan: The site layout, building placement, parking shall be in general conformance with the approved Site Plan labeled Exhibit C.

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

D. Maintenance requirements:

(1) Landscaping must be continuously maintained in a healthy, growing condition and in compliance with this 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 landscaping as promptly as needed to comply with the requirements of this subsection. All exposed ground surfaces 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 and in no event later than sixty days

after notification by the City. In the event the property owner fails to remedy a violation of any landscaping maintenance regulation within sixty days of the City sending notice, the City may, in addition to any other remedy available by law, suspend, withhold, or revoke city permits, approvals, consents and the certificate of occupancy for the retail fuel pumps and convenience store. See Section 4 of the granting ordinance.

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

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

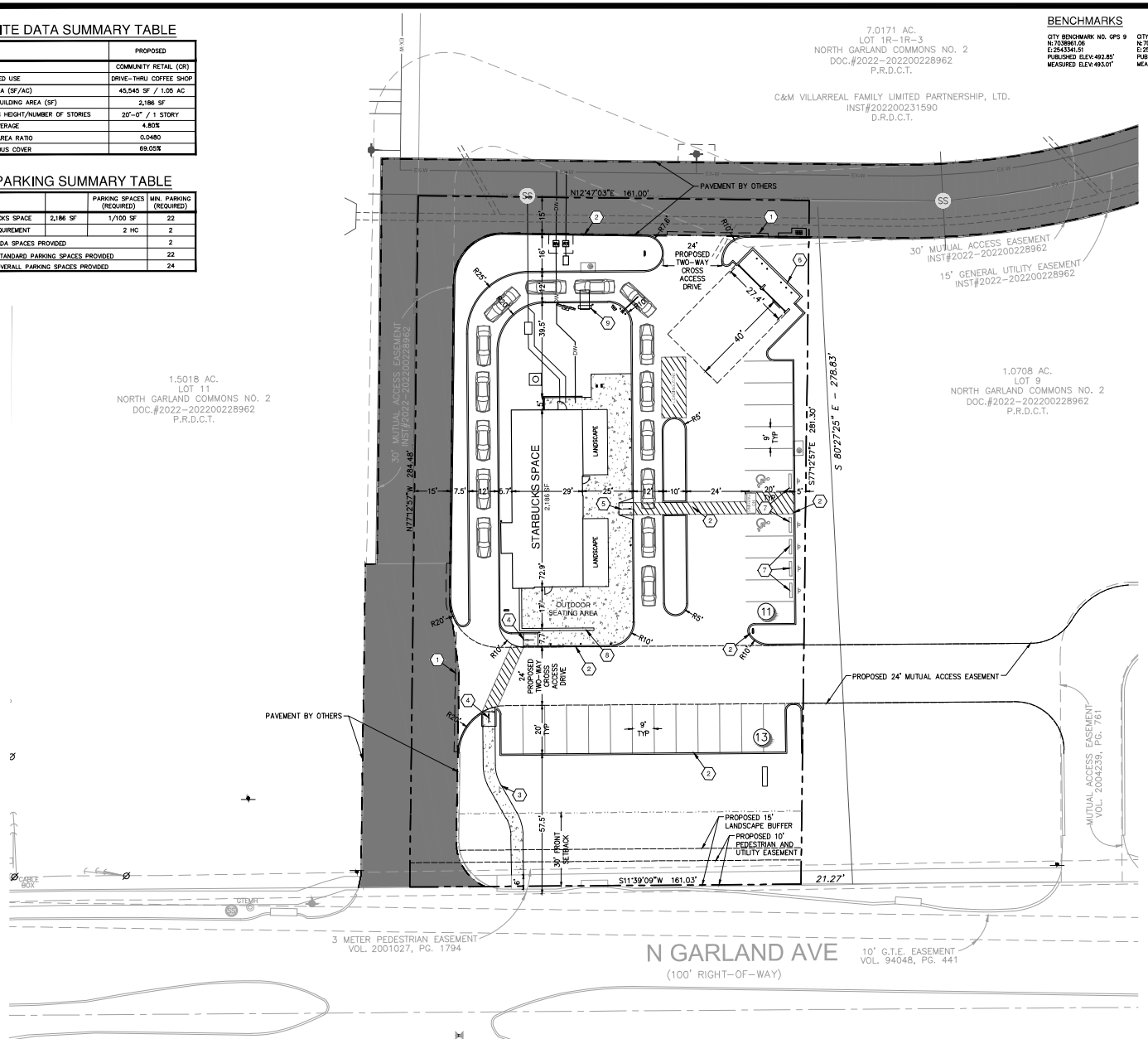
EXHIBIT C

SITE DATA SUMMARY TABLE

	PROPOSED
ZONING	COMMUNITY RETAIL (CR)
PROPOSED USE	DRIVE-THRU COFFEE SHOP
LOT AREA (SF/AC)	45,545 SF / 1.05 AC
TOTAL BUILDING AREA (SF)	2,186 SF
BUILDING HEIGHT/NUMBER OF STORIES	20'-0" / 1 STORY
LOT COVERAGE	4.80%
FLOOR AREA RATIO	0.0480
IMPERVIOUS COVER	69.05%

PARKING SUMMARY TABLE

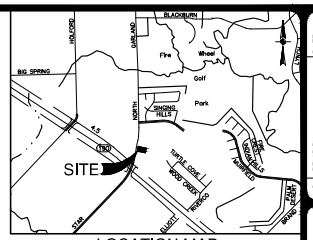
		PARKING SPACES (REQUIRED)	MIN. PARKING (REQUIRED)
STARBUCKS SPACE	2,186 SF	1/100 SF	22
ADA REQUIREMENT		2 HC	2
TOTAL ADA SPACES PROVIDED			2
TOTAL STANDARD PARKING SPACES PROVIDED			22
TOTAL OVERALL PARKING SPACES PROVIDED			24



BENCHMARKS

CITY BENCHMARK NO. GPS 9
N: 7038861.06
E: 2543341.51
PUBLISHED ELEV: 492.85'
MEASURED ELEV: 493.01'

CITY BENCHMARK NO. GPS 104B
N: 7040339.45
E: 2544957.85
PUBLISHED ELEV: 493.37'
MEASURED ELEV: 493.54'



LOCATION MAP
NOT-TO-SCALE

SCALE: 1" = 20'
0 20 40 60

DETAILED SITE PLAN LEGEND

- PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- EX-W — EXISTING WATER LINE
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- EX-SS — EXISTING SANITARY SEWER LINE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM DRAIN
- EXISTING CURB INLET
- W — PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED WATER METER
- SS — PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY SEWER MANHOLE (AND FLOW DIRECTION ARROWS)
- PROPOSED SANITARY SEWER CLEANOUT
- PROPOSED STORM DRAIN
- PROPOSED FIRE LANE
- PROPOSED CURB
- PROPOSED WHEELSTOP
- PROPOSED ADA PARKING STALL
- PROPOSED PARKING SIGN
- PROPOSED TRANSFORMER & PAD (REF. ARCH.)
- PROPOSED BOLLARD
- PROPOSED SIGN
- PROPOSED PARKING COUNT

KEY NOTES

1. PROPOSED CONNECTION TO EXISTING PAVEMENT
2. PROPOSED 6" CONCRETE CURB (TYP.)
3. PROPOSED 5' WIDE SIDEWALK
4. TYPE 1 CURB RAMP
5. TYPE 2 CURB RAMP
6. PROPOSED DUMPSTER ENCLOSURE
7. PROPOSED CONCRETE WHEELSTOP (TYP.)
8. PROPOSED CONCRETE KNEEWALL
9. PROPOSED MENU BOARD

NOTES

1. ANY PROPOSED SIGNAGE WILL COMPLY WITH THE GDC.
2. DURING THE CIVIL PLAN DESIGN PROCESS, A PHOTOMETRIC ANALYSIS WILL BE PERFORMED AND INCLUDED WITH THE PLAN SUBMITTAL. THE LIGHTING WILL COMPLY WITH ART. 2, CH-4 OF THE GDC.
3. OFFSITE DRIVE PAVING, WATER, WASTEWATER AND DRAINAGE THAT SERVICES THIS PROJECT IS BEING PROPOSED BY OTHERS.

UTILITY NOTE

THE EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF THE UTILITY INFORMATION ON THE PLANS. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

NO.	REVISION	DATE

PAPE-DAWSON ENGINEERS

FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS
6500 W FWY, STE 700 | FT. WORTH, TX 76116 | 817.870.8868
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION #470

STARBUCKS - GARLAND

STARBUCKS AT N GARLAND AVE. & N GEORGE BUSH HWY

DETAILED SITE PLAN

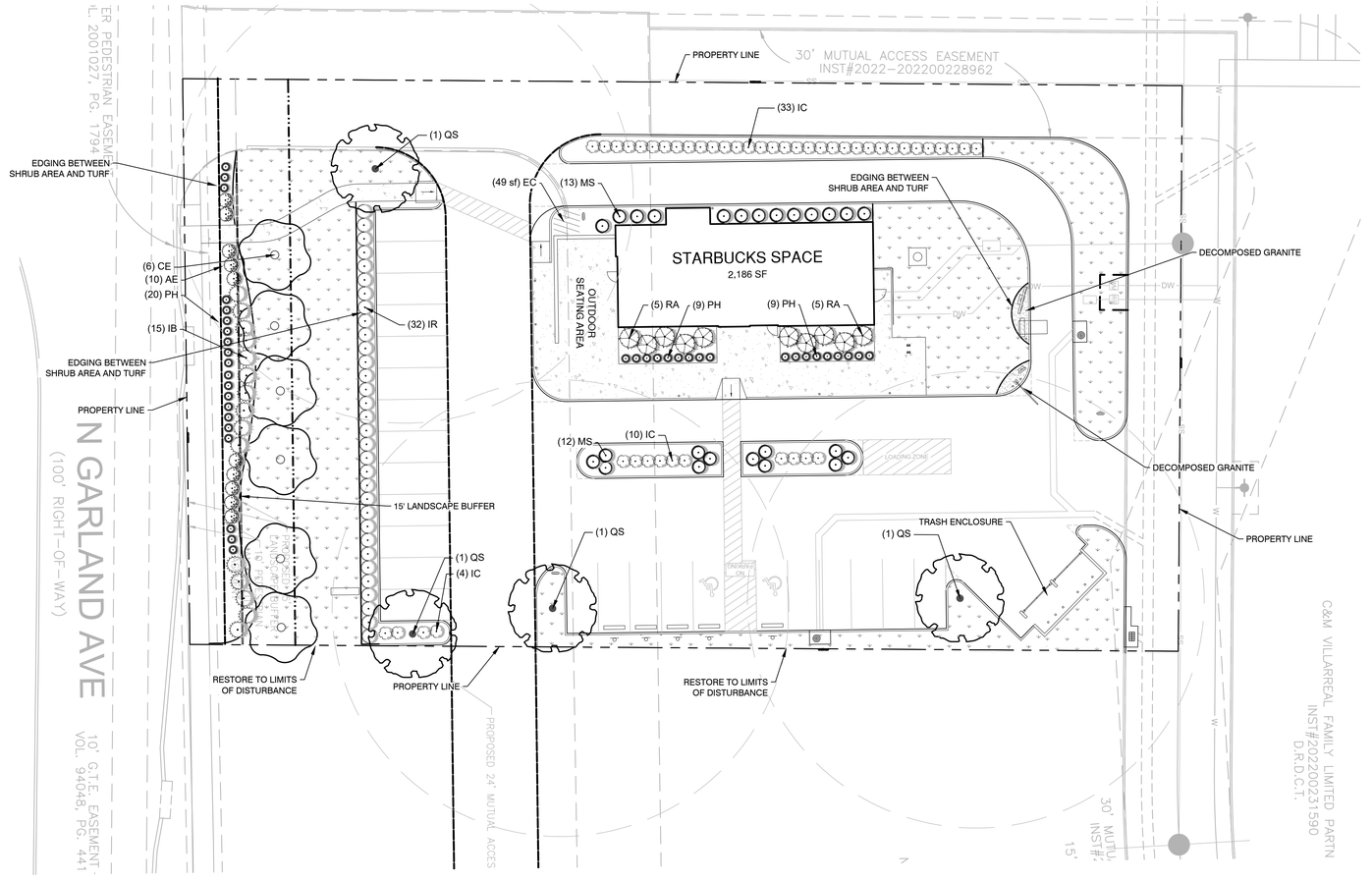
PLAT NO.
JOB NO. 61364-00
DATE APRIL 2023
DESIGNER DDD
CHECKED MLM DRAWN DDD
SHEET C1.0

CASE NO: 221201-1

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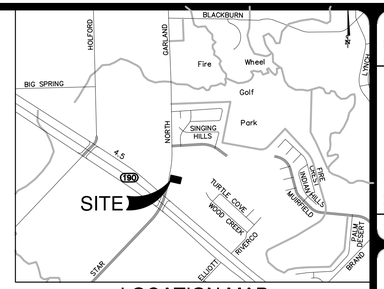
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EXHIBIT D



0' 10' 20' 40'

Scale 1" = 20'



LOCATION MAP
NOT-TO-SCALE

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CAL.	CONT.	SIZE
	QS	4	Quercus shumardii Shumard Red Oak	3" Cal.	Cont. or B&B	10`-12`
	CE	6	Ulmus crassifolia Cedar Elm	3" Cal.	Cont. or B&B	10`-12`

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	SIZE
	AE	10	Abelia x `Edward Goucher` Edward Goucher Abelia	5 GAL	36" OC	24" FULL
	IC	47	Ilex cornuta ``burfordii`` Burford Holly	5 GAL	36" OC	30" Min
	IB	15	Ilex cornuta ``Burfordii Nana` Dwarf Burford Holly	5 GAL	36" OC	18" HT MIN
	IR	32	Ilex cornuta 'Rotunda' Rotunda Dwarf Chinese Holly	5 GAL	36" OC	24" FULL
	MS	25	Miscanthus sinensis Miscanthus	5 GAL	SEE PLAN	18" SPREAD
	PH	38	Pennisetum alopecuroides `Hameln` Hameln Fountain Grass	1 GAL	Per Plan	
	RA	10	Rhus aromatica Fragrant Sumac	5 GAL	48" OC	24" FULL

GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE
	CT	9,158 sf	Cynodon dactylon `Tif 419` Bermuda Grass	sod		
	EC	49 sf	Euonymus fortunei `Coloratus` Coloratus Purple Wintercreeper	1 gal.	24" O.C.	12" SPREAD

ROCK / STONE	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE
	OG	100 sf	1" Decorative Gravel over weed filter fabric	3" depth		

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 3" 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. REFER 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.

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 MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE 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).

IRRIGATION CONCEPT

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES
6. IRRIGATION SYSTEM SHALL BE TYPE DRIP OR MICRO SPRAY WITH WEATHER AND SOIL MOISTURE SENSOR AND SMRT LOGIC INTERNET COMPATIBLE. SYSTEM DESIGN SHALL MAXIMIZE DELIVERY OF WATER TO PLANT AREAS, INCLUDING PLANTERS, WHILE MINIMIZING OVER-SPRAY, RUNOFF AND CUSTOMER DISRUPTION. CONTROLS SHALL BE SET TO RUN AT OPTIMAL TIMES; EARLY MORNING AND EVENING, TO MINIMIZE EVAPORATION LOSS AND BUSINESS HOURS DISRUPTION.
7. IRRIGATION SYSTEM SHALL BE SEPARATELY METERED AND INCLUDE AN INTEGRAL BACKFLOW PREVENTION DEVICE. VAULT TYPE CONTROL AND VALVES ARE PREFERRED AND MUST BE ACCESSIBLE BY TENANT.

LANDSCAPE CALCULATIONS

ZONING:	CR
TOTAL SITE AREA:	45,544 SF (1.04 ACRES)
LANDSCAPE AREA REQUIRED:	4,554 SF (10% OF SITE AREA)
LANDSCAPE AREA PROVIDED:	15,429 SF (33.8% OF SITE AREA)
LANDSCAPE BUFFER	
N GARLAND AVE. FRONTAGE:	161 LF, TYPE B THOROUGHFARE
TREES REQUIRED:	6 TREES (1 PER 30 LF OF FRONTAGE)
TREES PROVIDED:	6 TREES
SHRUBS/GRASSES REQUIRED:	38 SHRUBS (7 PER 30 LF OF FRONTAGE)
SHRUBS/GRASSES PROVIDED:	45 SHRUBS TO REMAIN
BUFFER AREA:	2,415 SF
TURF MAXIMUM:	1,811 SF (75%)
TURF PROVIDED:	420 SF (17.4%)
PARKING LOT	
PARKING LOT AREA:	12,920 SF
LANDSCAPE AREA REQUIRED:	646 SF (5% OF PARKING AREA)
LANDSCAPE AREA PROVIDED:	1,883 SF (14.5%)
PARKING SPACES:	24
TREES REQUIRED:	3 TREES (1 TREE PER 10 SPACES)
TREES PROVIDED:	3 TREES
TREES AT TERMINUS:	PROVIDED
TREE WITHIN 65' OF EACH SPACE:	PROVIDED
PERIMETER SCREENING	
CONTINUOUS ROW OF SHRUBS:	123 LF PROVIDED

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.

PUBLIC RIGHT OF WAY, EASEMENTS AND COMMON AREAS MUST BE STABILIZED WITH PERENNIAL VEGETATION COVER, FULLY ESTABLISHED WITH 100% COVERAGE, OR OTHER APPROVED STABILIZATION METHOD.

UTILITY NOTE

THE EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF THE UTILITY INFORMATION ON THE PLANS. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

NO.	REVISION	DATE

REGISTERED LANDSCAPE ARCHITECT
ERIC M. SHERLEY
3537
STATE OF TEXAS
03-27-2023

PAPE-DAWSON ENGINEERS
FORT WORTH I SAN ANTONIO I AUSTIN I HOUSTON I
8500 W FWY, STE 700 I FT. WORTH, TX 76116
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION #470

STARBUCKS - GARLAND

STARBUCKS AT N GARLAND AVE. & N GEORGE BUSH HWY

LANDSCAPE PLANTING

EVERGREEN DESIGN GROUP
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15455 Dallas Pkwy., Ste 600
Addison, TX 75001
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PLAT NO.
JOB NO. 61364-00
DATE MARCH 2023
DESIGNER EMS
CHECKEDEMS/RMDRAWN EMS
SHEET LP-1

CASE NO: 221201-1

Date: Mar 27, 2023, 3:32pm User ID: ebhp
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PLANTING SPECIFICATIONS

GENERAL

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
   1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
   2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
   3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.

B. SCOPE OF WORK
   1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
   2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
   3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
   1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
   2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
   3. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
   4. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
   5. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
   6. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.
   7. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
E. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
F. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
G. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
H. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
I. WEED FABRIC: 5 OUNCE, WOVEN, NEEDLE-PUNCHED FABRIC, SUCH AS DEWITT PRO5 LANDSCAPE FABRIC (OR APPROVED EQUAL).
J. TREE STAKING AND GUYING
   1. STAKES: 8' LONG GREEN METAL T-POSTS.
   2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
   3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
M. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COLOR-MET OR APPROVED EQUAL.
N. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

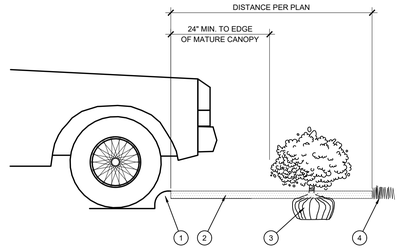
METHODS

A. SOIL PREPARATION
   1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
   2. SOIL TESTING:
      a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL.
      b. CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
      c. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
   3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
   4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
      a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
         i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
         ii. AMMONIUM PHOSPHATE 16-20-0 - 15 LBS PER 1,000 S.F.
         iii. AGRICULTURAL GYPSUM - 100 LBS PER 1,000 S.F.
      b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
         i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
         ii. 12-12-12 FERTILIZER - 10 LBS. PER CU. YD.
         iii. AGRICULTURAL GYPSUM - 10 LBS. PER CU. YD.
         iv. IRON SULPHATE - 2 LBS. PER CU. YD.
   5. CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE BEFORE INSTALLING SOIL AMENDMENTS, AND 2" BELOW FINISH GRADE IN SHRUB AREAS BEFORE INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
   6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

B. GENERAL PLANTING
   1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
   2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
   3. TRENCHING NEAR EXISTING TREES:
      a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
      b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
      c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
      d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
C. TREE PLANTING
   1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
   2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
   3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
   4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
   5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
   6. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:

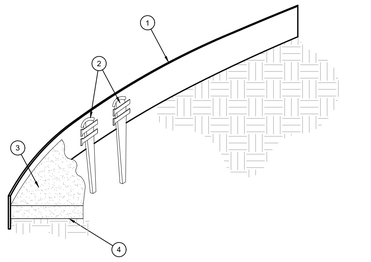
a.	1"-2" TREES	TWO STAKES PER TREE
b.	2-1/2"-4" TREES	THREE STAKES PER TREE
c.	TREES OVER 4" CALIPER	GUY AS NEEDED
d.	MULTI-TRUNK TREES	THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE

   7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).
D. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
   1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
   2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
   3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
E. SODDING
   1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
   2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
   3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
   4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
   5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
F. CLEAN UP
   1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
   2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
G. INSPECTION AND ACCEPTANCE
   1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
   2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
   3. THE LANDSCAPE WARRANTY PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE WARRANTY PERIOD WILL COMMENCE.
H. PLANT GUARANTEE AND REPLACEMENTS
   1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
   2. DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.
I. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.



1. CURB.
2. MULCH LAYER.
3. PLANT.
4. TURF (WHERE SHOWN ON PLAN).

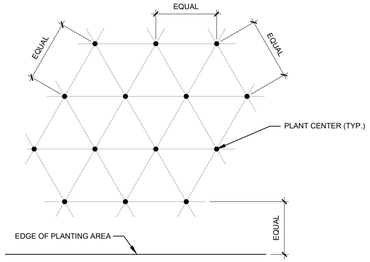
C PLANTING AT PARKING AREA
SCALE: NOT TO SCALE



1. ROLLED-TOP STEEL EDGING PER PLANS.
2. TAPERED STEEL STAKES.
3. MULCH, TYPE AND DEPTH PER PLANS.
4. FINISH GRADE.

NOTES:
1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

D STEEL EDGING
SCALE: NOT TO SCALE



NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

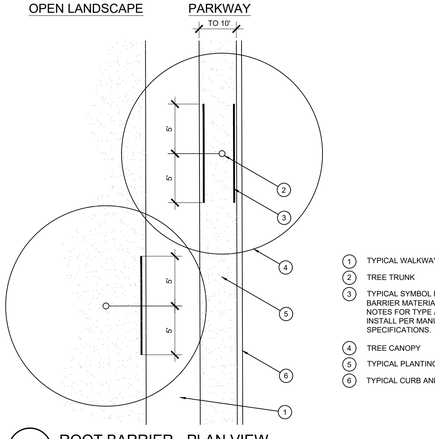
1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA:
TOTAL AREA / AREA DIVIDER = TOTAL PLANTS

PLANT SPACING	AREA DIVIDER	PLANT SPACING	AREA DIVIDER
6"	0.22	18"	1.95
8"	0.39	24"	3.46
10"	0.60	30"	5.41
12"	0.87	36"	7.79
15"	1.35		

2) STEP 2: SUBTRACT THE ROW (S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT SUBTRACTION

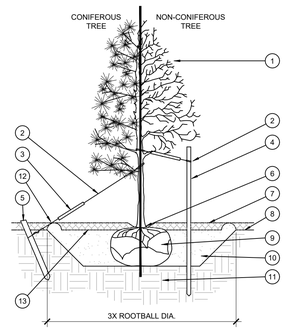
EXAMPLE: PLANTS AT 18" O.C. IN 100 SF PLANTING AREA, 40 LF PERIMETER
STEP 1: 100 SF/1.95 = 51 PLANTS
STEP 2: 51 PLANTS - (40 LF / 1.95 = 21 PLANTS) = 30 PLANTS TOTAL

F PLANT SPACING
SCALE: NTS

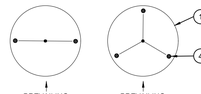


1. TYPICAL WALKWAY OR PAVING
2. TREE TRUNK
3. TYPICAL SYMBOL FOR LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
4. TREE CANOPY
5. TYPICAL PLANTING AREA
6. TYPICAL CURB AND GUTTER

E ROOT BARRIER - PLAN VIEW
SCALE: NOT TO SCALE



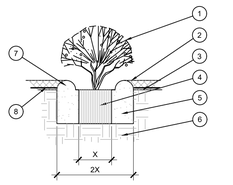
STAKING EXAMPLES (PLAN VIEW)



1. TREE CANOPY.
2. CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
3. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4. GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL.
10. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11. UNDISTURBED NATIVE SOIL.
12. 4" HIGH EARTHEN WATERING BASIN.
13. FINISH GRADE.

NOTES:
1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 2"-4" ABOVE FINISH GRADE.
3. FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
4. REMOVE ALL NURSERY STAKES AFTER PLANTING.
5. FOR TREES 36" BOX/2.5" CAL. AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.

A TREE PLANTING
SCALE: NOT TO SCALE



1. SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
2. MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
3. FINISH GRADE.
4. ROOT BALL.
5. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
6. UNDISTURBED NATIVE SOIL.
7. 3" HIGH EARTHEN WATERING BASIN.
8. WEED FABRIC UNDER MULCH.

B SHRUB AND PERENNIAL PLANTING
SCALE: NTS

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

UTILITY NOTE

THE EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF THE UTILITY INFORMATION ON THE PLANS. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

NO.	REVISION	DATE

PAPE-DAWSON ENGINEERS
FORT WORTH I SAN ANTONIO I AUSTIN I HOUSTON I
8500 W FWY, STE 1700 I FT. WORTH, TX 76116
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION NO. 470

REGISTERED LANDSCAPE ARCHITECT
ERIC M. SHERLEY
3537
STATE OF TEXAS
03-27-2023

STARBUCKS - GARLAND
STARBUCKS AT N GARLAND AVE. & N GEORGE BUSH HWY

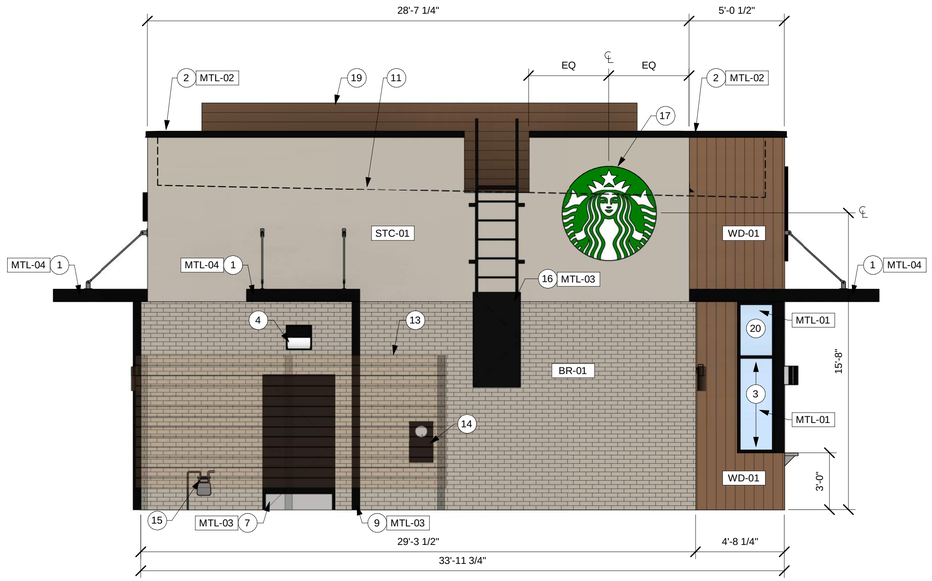
LANDSCAPE DETAILS AND SPECIFICATIONS

PLAT NO.
JOB NO. 61364-00
DATE MARCH 2023
DESIGNER EMS
CHECKEDEMS/RMDRAWN EMS
SHEET LP-2

CASE NO: 221201-1

EXHIBIT D

Date: Mar 27, 2023, 2:32pm User ID: ashop
File: C:\Users\ashop\ED Dropbox\ED - Shared\2023\Starbucks\Starbucks – Garland TX\STBX Garland 2023-03-27.dwg
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL. AERIAL IMAGERY PROVIDED BY GOOGLE: UNLESS OTHERWISE NOTED. Imagery © 2018,DigitalGlobe,Texas Orthoimagery Program, USDA Farm Service Agency.



2 COLOR ELEVATION @ EAST

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

EXTERIOR FINISH SCHEDULE

	DESCRIPTION	MANUFACTURER	FINISH	COLOR	NOTES
BR-01	BRICK VENEER	MUTUAL MATERIALS 888-688-8250 OR EQUAL TO MATCH	RUNNING BOND, SM100 GRAY COLORED MORTAR	PEWTER MISSION	-
STC-01	EIFS	DRYVIT 732-276-0404	SANDBLAST TEXTURE	COLOR TO MATCH SW7030 - ANEW GRAY	3 COAT STUCCO SYSTEM
WD-01	WOOD CLADDING (@FACADE & UNDERSIDE OF CANOPY)	IDENTITY WOOD PRODUCTS 770-704-7140	SANDBLAST TEXTURE	1200 - PRETZEL MEDIUM BROWN W/ DARK GLAZE 1/16" REVEAL	SEALED FACE AND BACK 5/8" THICK x 1/4" WIDE ALUMINUM TRIM POWDER COATED TO MATCH CLADDING
MTL-01	METAL	LOCALLY SOURCED	ANODIZED	MT0028 FLAT BLACK	STOREFRONT
MTL-02	METAL	LOCALLY SOURCED	PRE-FINISHED	MT0028 FLAT BLACK	COPING, METAL DECK, SCREEN
MTL-03	METAL	LOCALLY SOURCED	PAINT	MT0028 FLAT BLACK	ROOF LADDER, SCUPPERS, DOWNSPOUT, SERVICE DOOR & FRAMES
MTL-04	METAL	LOCALLY SOURCED	POWDERCOAT	MT0028 FLAT BLACK	ALL STEEL/METAL COMPONENTS OF AWNINGS/CANOPIES/SHADE STRUCTURES
CR-01	CONCRETE KNEE WALL	INCRETE SYSTEMS	CAST-IN-PLACE BOARD FORMED EXPOSED CONCRETE. FREE OF ROCK POCKETS & BURNOUT MARKS	CRETE LIQUID - SOFT GRAY	-

HORIZONTAL BUILDING ARTICULATION COMPLIANCE

A	PICKUP TOWER MEETS ARTICULATION REQUIREMENTS
B	BUILDING IS 73'-3 1/2" IN LENGTH
C	TOWER DEPTH IS 4'-8 1/4"

GENERAL NOTES

A. GENERAL CONTRACTOR TO COORDINATE AND SCHEDULE SIGNAGE INSTALLATION WITH THE SIGNAGE CONTRACTOR PROVIDING A MINIMUM SCHEDULING NOTICE OF 4 WEEKS AND 1 WEEK PRIOR TO SCHEDULED DATE OF INSTALLATION. CONSTRUCTION MANAGER TO PROVIDE GENERAL CONTRACTOR WITH SIGNAGE CONTRACTOR CONTACT INFORMATION.

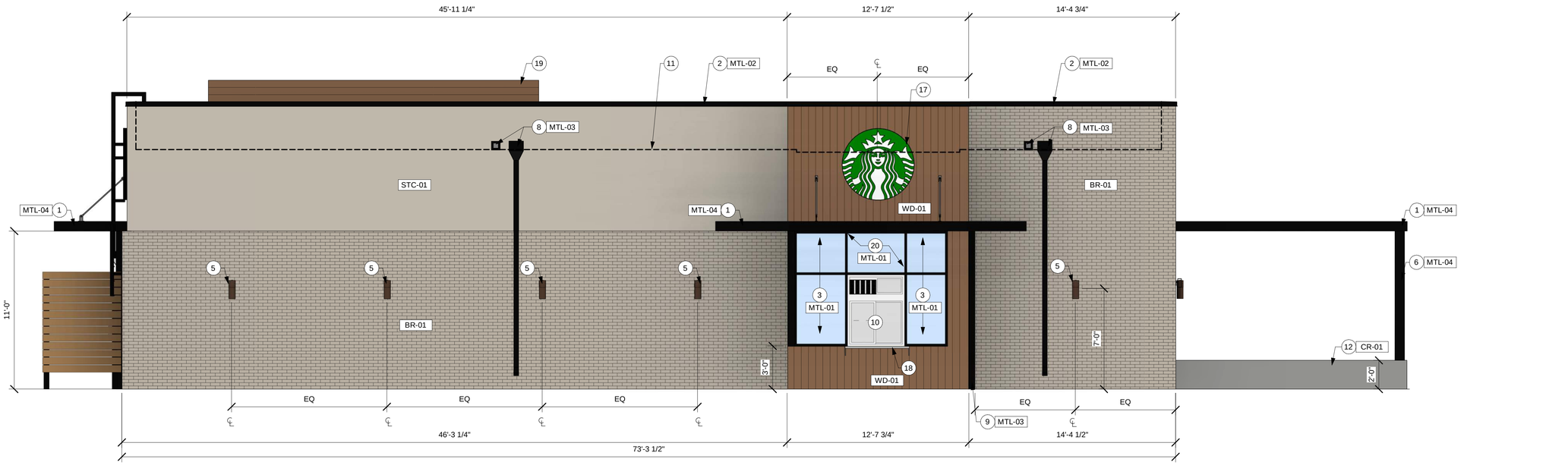
B. GENERAL CONTRACTOR SHALL COORDINATE WITH ELECTRICAL CONTRACTOR TO FURNISH AND INSTALL ELECTRICAL CIRCUITS INCLUDING ALL CONDUIT, WIRE, CONNECTIONS AND BREAKER AT PANEL BOARD NECESSARY TO SERVE SIGNAGE.

C. GENERAL CONTRACTOR TO PROVIDE FIRE TREATED WOOD STUD BLOCKING OR EQUIVALENT TO SUPPORT SIGNAGE.

KEYED NOTES (#)

1. CANOPY AS SCHEDULED.
2. 24 GA PREFINISHED METAL COPING.
3. STOREFRONT & DIVIDED LIGHT WINDOW AS SCHEDULED.
4. WALL PACK AS SCHEDULED. REFER TO ELECTRICAL.
5. BUILDING MOUNTED DISTINCTIVE LIGHT FIXTURES AS SCHEDULED. REFER TO ELECTRICAL.
6. PATIO SHADE STRUCTURE CANOPY PER MANUFACTURER.
7. SERVICE DOOR PER DOOR SCHEDULE.
8. PRE-FINISHED ROOF SCUPPER AND OVERFLOW AS SCHEDULED.
9. PRE-FINISHED VERTICAL DOWNSPOUT.
10. DRIVE THRU SERVICE WINDOW, SHELF AND AIR CURTAIN AS SCHEDULED.
11. DASHED LINE INDICATES ROOF LINE BEYOND.
12. KNEE WALL; REF: STRUCTURAL
13. DASHED LINE INDICATES UTILITY SCREEN; REFER TO DETAILS.
14. ELECTRICAL EQUIPMENT REFER TO ELECTRICAL.
15. GAS METER; REFER TO PLUMBING AND CIVIL DRAWINGS.
16. ACCESS ROOF LADDER REFER TO DETAILS.
17. FUTURE SIGNAGE BY TENANT GC TO COORDINATE WALL BLOCKING AS REQUIRED.
18. WINDOW SHELF 42" PAPERSTONE OR EQUAL.
19. RTU SCREEN AS SCHEDULED; REFER TO STRUCTURAL DRAWINGS.
20. TRANSOM PART OF STOREFRONT AS SCHEDULED.

GC TO PROVIDE 3" (75MM) HIGH BLACK ACRYLIC STORE ADDRESS ON GLAZING OR PER LOCAL JURISDICTIONAL CODE OR JURISDICTION REQUIREMENTS.



1 COLOR ELEVATION @ NORTH

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

0 2' 4' 8'

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

ARCHITECT OF RECORD

ROGUE ARCHITECTS

513 MAIN STREET, SUITE 300
FORT WORTH, TEXAS 76102
(817) 820-0433

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ARCHITECT OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE DRAWINGS.

SEAL

REGISTERED ARCHITECT DON J RORSCHACH 15205 STATE OF TEXAS

IFP - 02/21/2023

GRACO
REAL ESTATE DEVELOPMENT, INC.

5307 W. LOOP 289
SUITE 302

PROJECT NAME:
STARBUCKS
SHELL BUILDING

PROJECT ADDRESS:
N. GARLAND AVE. & N. GEORGE
BUSH HWY
GARLAND, TX

PROJECT #: 22-0502

ISSUE DATE: 06/15/2022
PRODUCTION DESIGNER: S. CLARK
CHECKED BY: T. GRANDORF

REVISION SCHEDULE

REV	DATE	BY	DESCRIPTION

SHEET TITLE:
BUILDING EXTERIOR ELEVATIONS - COLOR

SCALE: AS SHOWN

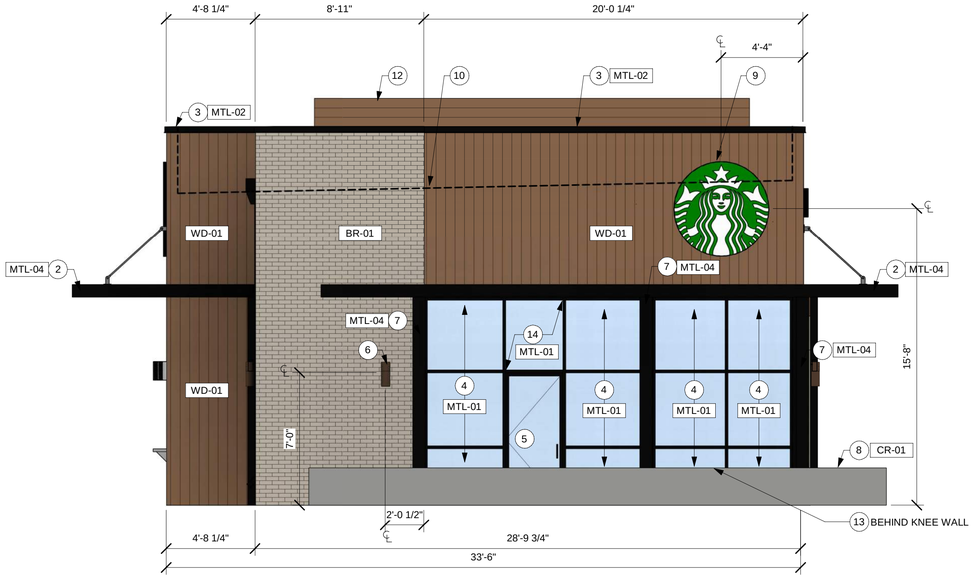
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A203

CASE NO: 221201-1

EXHIBIT E

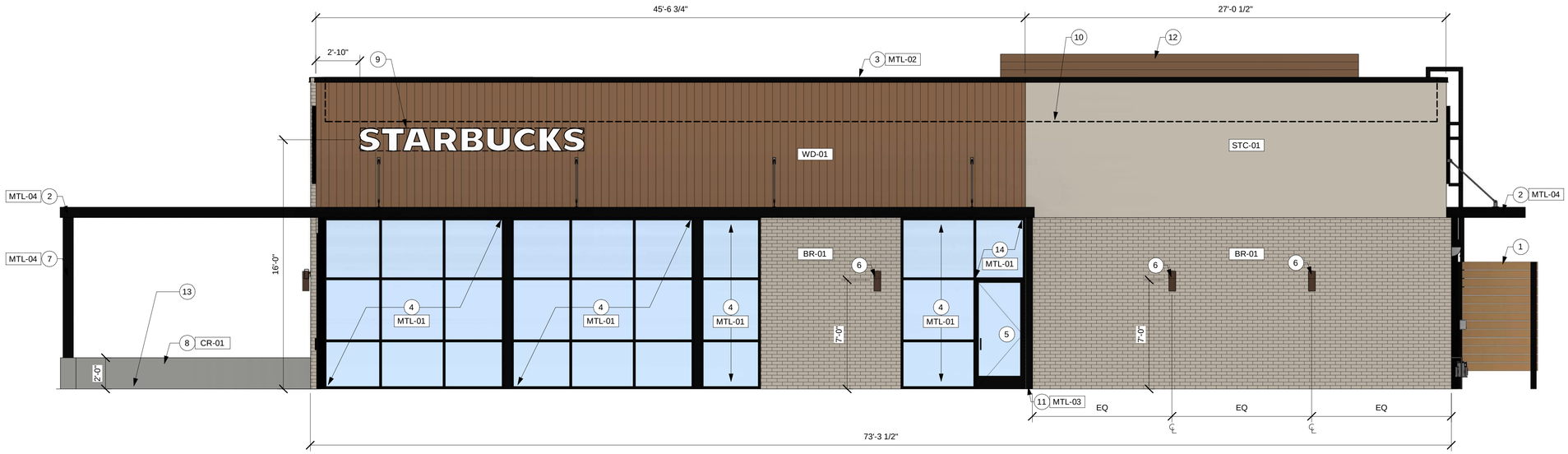
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2 COLOR ELEVATION @ WEST

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



1 COLOR ELEVATION @ SOUTH

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

0 2' 4' 8'

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

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A	PICKUP TOWER MEETS ARTICULATION REQUIREMENTS
B	BUILDING IS 73'-3 1/2" IN LENGTH
C	TOWER DEPTH IS 4'-8 1/4"

GENERAL NOTES

A. GENERAL CONTRACTOR TO COORDINATE AND SCHEDULE SIGNAGE INSTALLATION WITH THE SIGNAGE CONTRACTOR PROVIDING A MINIMUM SCHEDULING NOTICE OF 4 WEEKS AND 1 WEEK PRIOR TO SCHEDULED DATE OF INSTALLATION. CONSTRUCTION MANAGER TO PROVIDE GENERAL CONTRACTOR WITH SIGNAGE CONTRACTOR CONTACT INFORMATION.

B. GENERAL CONTRACTOR SHALL COORDINATE WITH ELECTRICAL CONTRACTOR TO FURNISH AND INSTALL ELECTRICAL CIRCUITS INCLUDING ALL CONDUIT, WIRE, CONNECTIONS AND BREAKER AT PANEL BOARD NECESSARY TO SERVE SIGNAGE.

C. GENERAL CONTRACTOR TO PROVIDE FIRE TREATED WOOD STUD BLOCKING OR EQUIVALENT TO SUPPORT SIGNAGE.

KEYED NOTES (#)

1. UTILITY SCREEN, REFER TO SITE DETAILS.
2. CANOPY AS SCHEDULED.
3. 24 GA PREFINISHED METAL COPING.
4. STOREFRONT & DIVIDED LIGHT WINDOW AS SCHEDULED.
5. STOREFRONT DOOR PER DOOR SCHEDULE. DOORS UNDER CANOPY CREATING A RECESSED ENTRY.
6. BUILDING MOUNTED DISTINCTIVE LIGHT FIXTURES AS SCHEDULED. REFER TO ELECTRICAL.
7. PATIO SHADE STRUCTURE CANOPY PER MANUFACTURER.
8. KNEE WALL; REF: STRUCTURAL
9. FUTURE SIGNAGE BY TENANT GC TO COORDINATE WALL BLOCKING AS REQUIRED.
10. DASHED LINE INDICATES ROOF LINE BEYOND.
11. PRE-FINISHED VERTICAL DOWNSPOUT.
12. RTU SCREEN AS SCHEDULED; REFER TO STRUCTURAL DRAWINGS.
13. FUTURE OUTSIDE SEATING DESIGNED BY TENANT.
14. TRANSOM PART OF STOREFRONT AS SCHEDULED.

GC TO PROVIDE 3" (75MM) HIGH BLACK ACRYLIC STORE ADDRESS ON GLAZING OR PER LOCAL JURISDICTIONAL CODE OR JURISDICTION REQUIREMENTS.

ARCHITECT OF RECORD

ROGUE ARCHITECTS

513 MAIN STREET, SUITE 300
FORT WORTH, TEXAS 76102
(817) 820-0433

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ARCHITECT OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE DRAWINGS.

SEAL

REGISTERED ARCHITECT DON J RORSCHACH 15205 STATE OF TEXAS

IFP - 02/21/2023

GRACO
REAL ESTATE DEVELOPMENT, INC.

5307 W. LOOP 289
SUITE 302

PROJECT NAME:
STARBUCKS
SHELL BUILDING

PROJECT ADDRESS:
N. GARLAND AVE. & N. GEORGE
BUSH HWY
GARLAND, TX

PROJECT #: 22-0502

ISSUE DATE: 06/15/2022
PRODUCTION DESIGNER: S. CLARK
CHECKED BY: T. GRANDORF

REVISION SCHEDULE

REV	DATE	BY	DESCRIPTION

SHEET TITLE:
BUILDING EXTERIOR ELEVATIONS - COLOR

SCALE: AS SHOWN

SHEET NUMBER:
A204

CASE NO: 221201-1

EXHIBIT E

R:\Projects\Misc Shells\22-0502 Starbucks Shell - Garland, TX\DRAWINGS\22-0502 Starbucks Shell CD- Garland, TX_20221201.rvt

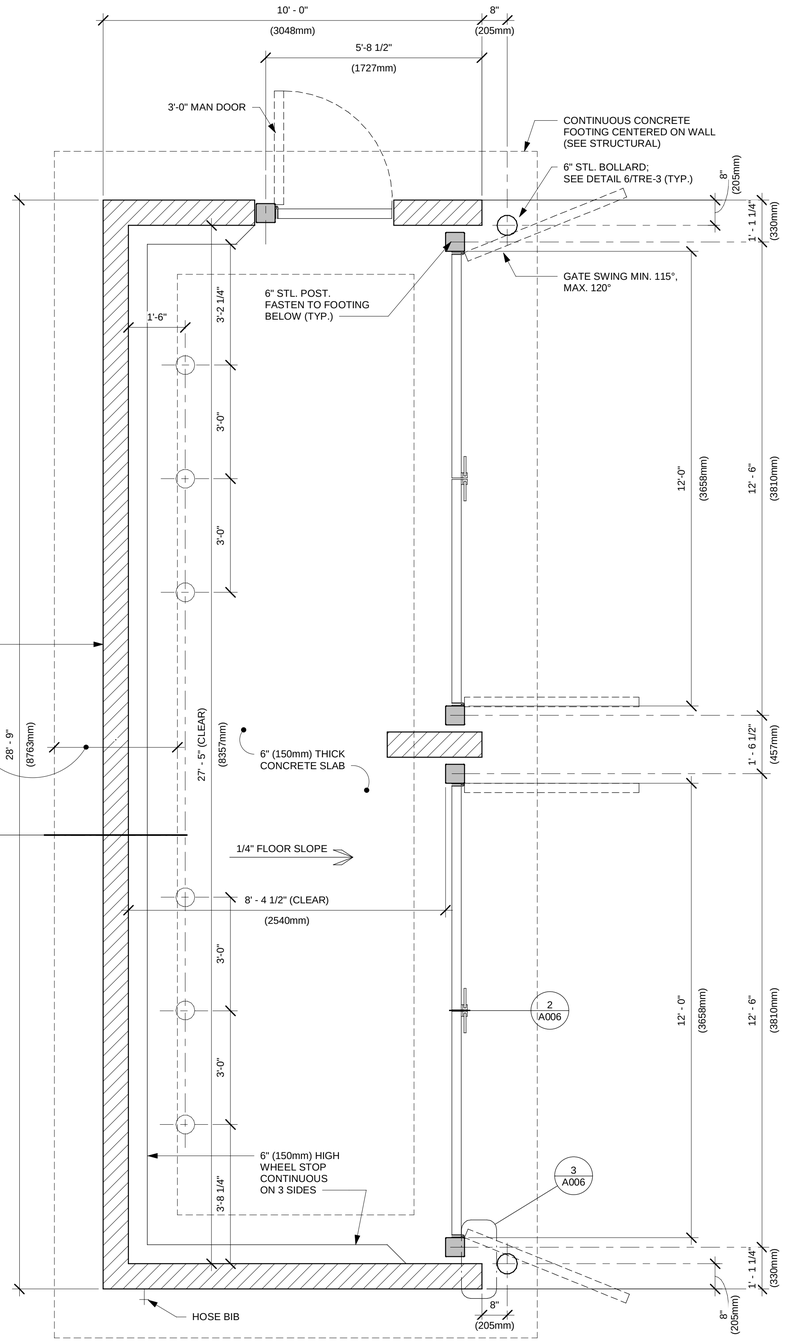
3/6/2023 11:58:18 AM

EXHIBIT E

3/6/2023 11:58:03 AM R:\Projects\Misc Shells\22-0502 Starbucks Shell - Garland, TX\DRAWINGS\22-0502 Starbucks Shell - Garland, TX_rac_basic-central1201.rvt

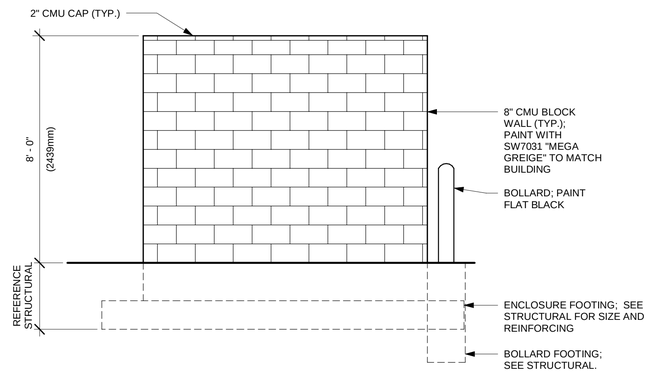
EXTERIOR FINISH NOTES

1. THE INTERIOR WALL SURFACES OF THE TRASH ENCLOSURE ARE TO BE SMOOTH, SEALED AND WASHABLE. APPLY ONE COAT EPOXY FILLER/SEALER AND ONE COAT GLOSS POLYURETHANE.
2. RUNNING BOND INTEGRAL CMU COLOR OR CMU PAINTED TO MATCH BUILDING. STRUCTURAL ENGINEER TO PROVIDE MASONRY SPECIFICATIONS.



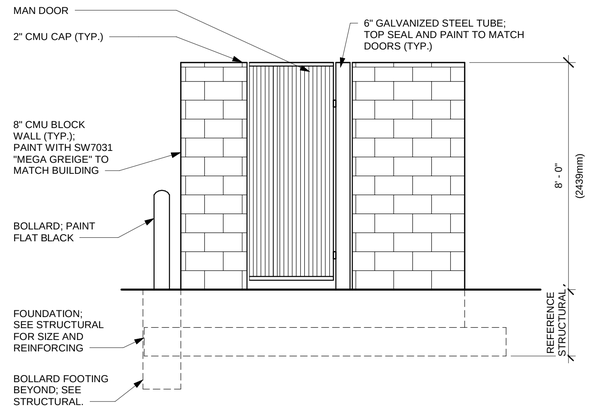
1 TRASH ENCLOSURE FLOOR PLAN

Scale: 1/2" = 1'-0"



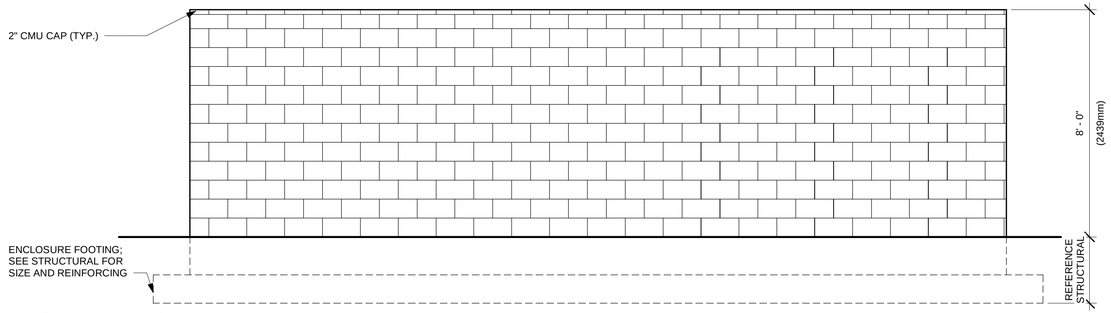
5 SIDE ELEVATION "B"

Scale: 3/8" = 1'-0"



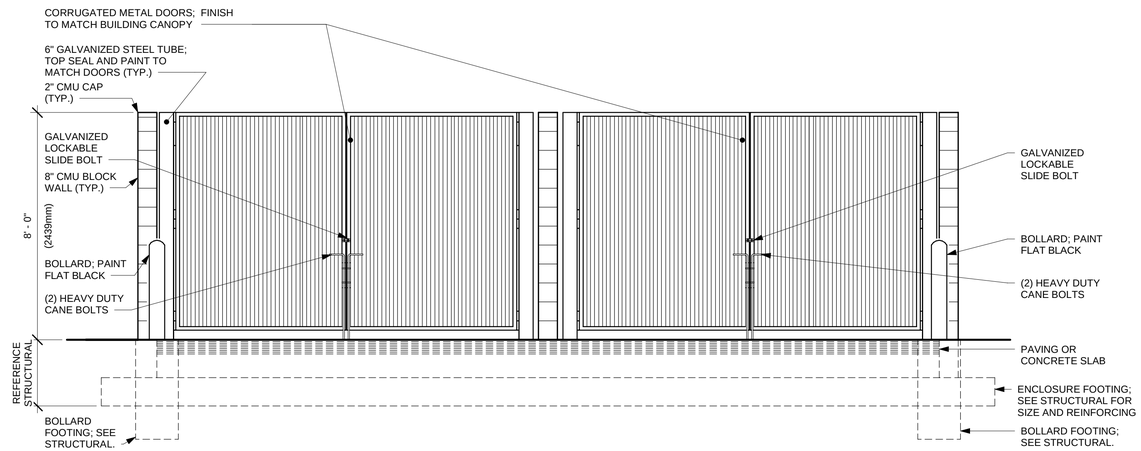
6 SIDE ELEVATION "A"

Scale: 3/8" = 1'-0"



4 BACK ELEVATION

Scale: 3/8" = 1'-0"



2 FRONT ELEVATION

Scale: 3/8" = 1'-0"

ARCHITECT OF RECORD

ROGUE ARCHITECTS

513 MAIN STREET, SUITE 300
FORT WORTH, TEXAS 76102
(817) 820-0433

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SEAL

REGISTERED ARCHITECT DON J RORSCHACH 15205 STATE OF TEXAS

IFP - 02/21/2023

GRACO REAL ESTATE DEVELOPMENT, INC.

5307 W. LOOP 289
SUITE 302

PROJECT NAME: STARBUCKS SHELL BUILDING

PROJECT ADDRESS: N. GARLAND AVE. & N. GEORGE BUSH HWY GARLAND, TX

PROJECT #: 22-0502

ISSUE DATE: 06/15/2022
PRODUCTION DESIGNER: S. CLARK
CHECKED BY: T. GRANDORF

REVISION SCHEDULE

REV	DATE	BY	DESCRIPTION

SHEET TITLE: DUMPSTER ENCLOSURE PLANS

SCALE: AS SHOWN

SHEET NUMBER: A005

CASE NO: 221201-1

EXHIBIT E

3/28/2023 12:21:20 PM R:\Projects\Misc Shells\22-0502 Starbucks Shell - Garland, TX\DRAWINGS\22-0502 Starbucks Shell CD- Garland, TX_20221201.rvt

EXTERIOR FINISH NOTES

1. THE INTERIOR WALL SURFACES OF THE TRASH ENCLOSURE ARE TO BE SMOOTH, SEALED AND WASHABLE. APPLY ONE COAT EPOXY FILLER/SEALER AND ONE COAT GLOSS POLYURETHANE.
2. RUNNING BOND INTEGRAL CMU COLOR OR CMU PAINTED TO MATCH BUILDING. STRUCTURAL ENGINEER TO PROVIDE MASONRY SPECIFICATIONS.

1 TRASH ENCLOSURE BOLLARD
Scale: 1" = 1'-0"

2 SECTION AT CANE BOLT
Scale: 1 1/2" = 1'-0"

3 GATE HINGE DETAIL
Scale: 1 1/2" = 1'-0"

4 TYPICAL CMU WALL FOOTING
Scale: 1" = 1'-0"

ARCHITECT OF RECORD

ROGUE ARCHITECTS

513 MAIN STREET, SUITE 300
FORT WORTH, TEXAS 76102
(817) 820-0433

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SEAL

REGISTERED ARCHITECT
DON J RORSCHACH
15205
STATE OF TEXAS

IFP - 02/21/2023

GRACO
REAL ESTATE DEVELOPMENT, INC.

5307 W. LOOP 289
SUITE 302

PROJECT NAME:
STARBUCKS
SHELL BUILDING

PROJECT ADDRESS:
N. GARLAND AVE. & N. GEORGE
BUSH HWY
GARLAND, TX

PROJECT #: 22-0502

ISSUE DATE: 06/15/2022
PRODUCTION DESIGNER: S. CLARK
CHECKED BY: T. GRANDORF

REVISION SCHEDULE

REV	DATE	BY	DESCRIPTION

SHEET TITLE:
DUMPSTER ENCLOSURE DETAILS

SCALE: AS SHOWN

SHEET NUMBER:
A006

CASE NO: 221201-1

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **4.**

Meeting Date: 06/06/2023

Item Title: Pedestrian Routes to Jupiter/Forest DART Station

Submitted By: Michael Polocek, Engineering Director

Summary of Request/Problem

1. DART, with the assistance of the North Texas Central Council of Governments (NCTCOG), performed a study of pedestrian routes to and from the DART train stations in Garland. The study is called "DART Red & Blue Line Corridors - Last Mile Connections Project in the City of Garland" and was completed in November 2020. The Regional Transportation Council (RTC) has approved funding for the Pedestrian Routes to Forest/Jupiter DART Station in Garland, Texas. The project included the design and construction of high priority sidewalks within 1/2 mile radius of the station.
2. The NCTCOG and RTC agreed to fund an amount of $4,000,000 to the Pedestrian Routes to Forest/Jupiter DART Station in Garland. The remaining balance would be paid through a commitment of local funds. The following is the estimated funds for the project by each Agency:

Description	Fiscal Year	Total Estimate Cost	Federal	State	Local Government Contribution
Engineering	2023	$575,000	$460,000	0	$115,000
Construction	2024	$4,325,000	$3,460,000	0	$865,000
TxDOT Direct Costs		$100,000	$80,000	0	$20,000
TxDOT Indirect Costs		$231,770	0	$231,770	0
TOTAL		$5,231,770	$4,000,000	$231,770	$1,000,000

3. Local Government (City of Garland) shall be responsible for 20% of project costs and 100% of cost overruns.

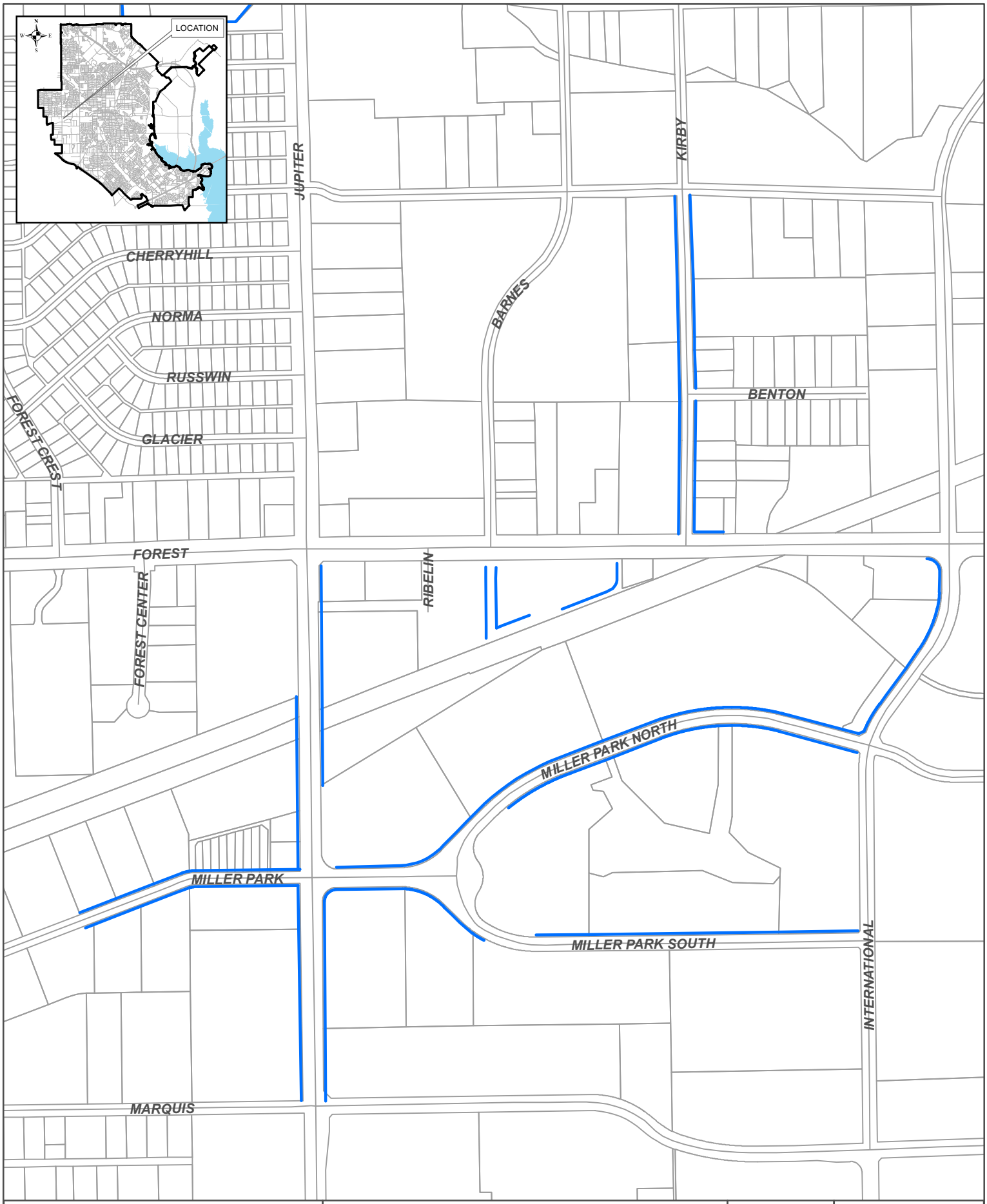
Recommendation/Action Requested and Justification

Approve a resolution authorizing the City Manager to execute an Advance Funding Agreement with TxDOT.

Attachments

Location Map

Resolution



GARLAND
ENGINEERING

Pedestrian Routes to Garland Forest/Jupiter DART Station

Scale: NTS
Date: 2/13/2023
Drawn: JW
File: Sidewalk_TxDOT.mxd

Sheet 1 of 1

N

Not to Scale

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the subject of the proposed Advance Funding Agreement (AFA)involves the Pedestrian Routes to Forest/Jupiter DART Station in the City of Garland (the "Project"); and

WHEREAS, as a result of "DART Red & Blue Line Corridors – Last Mile Connections Project in City of Garland" by North Central Texas Council of Governments (NCTCOG) in November 2020, the Regional Transportation Council (RTC) has approved funding for the Project. The Project includes the design and construction of high priority sidewalks within ½ mile radius of the station.

WHEREAS, the total Project cost is estimated to be Five Million and no cents ($5,000,000.00); and

WHEREAS, The North Central Texas Council of Governments (NCTCOG) and Regional Transportation Council (RTC) agreed to fund an amount of Four Million Dollars and no cents ($4,000,000.00). Local Government (City of Garland) shall be responsible for 20% of project cost and 100% of cost overruns. The State Indirect Cost is Two Hundred Thirty-One Thousand Seven Hundred Seventy Dollars and no cents ($231,770.00); and

WHEREAS, the City is the Lead Agency for the Project and will provide the Project Manager; and

WHEREAS, a copy of the agreement in its substantially final form is attached hereto as Exhibit "A"; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or

improvements of road or street projects;

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

Section 1

That the City Council hereby authorizes the City Manager to enter into an Advanced Funding Agreement (AFA) with the Texas Department of Transportation for the construction of the Pedestrian Routes to Forest/Jupiter DART Station in Garland, Texas, as set out in the agreement attached hereto.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

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 June 6, 2023.

CITY OF GARLAND, TEXAS

_____

Mayor

ATTEST:

_____

City Secretary

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **5.**

Meeting Date: 06/06/2023

Item Title: Drainage Participation Ordinance

Submitted By: Michael Polocek, Engineering Director

Summary of Request/Problem

The City modified Article VI Drainage Improvement Districts and Drainage Participation Projects Ordinance in 2019. After operating under the modified Ordinance for the past few years, the City's maintenance obligation in Section 31.98 Maintenance of completed projects should align with the maintenance bond period required by the City on all construction projects.

This item was considered by Council at the May 15, 2023 Work Session.

Recommendation/Action Requested and Justification

Approve the amendments to Chapter 31, Article VI Drainage Improvement Districts and Drainage Participation Projects, Section 31.98 "Maintenance of Completed Improvements" of the Code of Ordinances.

Attachments

Amended Ordinance

ORDINANCE NO._____

AN ORDINANCE AMENDING CHAPTER 31, "ENGINEERING" OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; AMENDING TIME FOR TRANSFER OF MAINTENANCE RESPONSIBILITY; 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 31.98, "Maintenance of completed improvements", of Article VI, "Drainage Improvement Districts and Drainage Participation Projects", of Chapter 31 "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby amended in pertinent part to read as follows:

"**Section 31.98 Maintenance of completed improvements.**

(A) Upon substantial completion of any Drainage Improvement Projects under the provisions of this Article VI, the City shall provide drainage and erosion control maintenance for the structural improvements to the drainage ways for a period of not more than two years after final acceptance of the improvements. At the end of the two-year maintenance period, the ownership and maintenance responsibilities become that of the adjacent property owners and the City's maintenance obligation shall terminate. Upon completion and acceptance of any Drainage Improvement Projects under this article, the property owner on whose property the channel improvements lie, or whose property directly abuts such channel improvements, shall assume full ownership of the drainage improvements, including maintenance, and be responsible for any necessary mowing, irrigation, weeding, picking up litter, fertilizing and such other maintenance as is required to maintain a healthy stand of grass or other ground cover.

. . ."

Section 2

That Chapter 31 of the Code of Ordinances for 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 3

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 4

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

PASSED AND APPROVED this the _____ day of _____, 2023.

CITY OF GARLAND, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

GARLAND
POLICY REPORT

City Council Regular Session Agenda **6.**

Meeting Date: 06/06/2023

Item Title: Interlocal Agreement between the cities of Garland, Mesquite and Forney

Submitted By: Steven Niekamp, Chief Information Officer

Strategic Focus Areas:

ISSUE

The City of Forney seeks to join the GMRS Regional Radio System as an infrastructure participant. The GMRS Governance Board approved the request on June 30, 2022. The cities of Garland and Mesquite are the system owners of the core components. The City of Garland Information Technology Department is requesting City Council approval of this resolution to allow the City Manager to execute an Interlocal Agreement between the Cities of Garland, Mesquite and Forney for the use of the radio system.

RECOMMENDATION

Staff recommends that Council approve the resolution to allow the City Manager to execute the Interlocal Agreement between the cities of Garland, Mesquite and Forney.

BACKGROUND

The interlocal agreement is for Forney to join the GMRS regional radio system as an infrastructure participant. Forney will provide radio communications coverage with the addition of a radio tower within the city limits of Forney thereby increasing overall radio coverage and interoperability with Garland first responders as well as other GMRS Radio System member cities. The Forney-owned equipment will be configured for use on the Garland- and Mesquite-owned shared components.

CONSIDERATION

The initial term of agreement will terminate on September 30, 2026 with automatic successive renewal terms of three (3) years thereafter. In the interest of public safety cooperation, the City shall provide Forney with access to and the use of the system at the agreed upon fee structure.

Attachments

Forney ILA Usage

INTERLOCAL RADIO SYSTEM USAGE AGREEMENT
(Exhibit "A" - Subscriber Participant Agreement)

This Interlocal Agreement ("Agreement") is made and entered into on this ____ day of _____ 2023 by and between the **CITY OF GARLAND** ("Garland") and **CITY OF MESQUITE** ("Mesquite"), Texas home-rule municipalities (collectively, the "System Owners"), and the **CITY OF FORNEY**, a Texas home-rule municipality ("Forney"). System Owners and Forney may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, System Owners and Forney is local governments within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"), provides authority for local governments of the State of Texas to enter into Interlocal Agreements with one another for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the System Owners and Forney wish to enter into this Agreement to provide for the use of a portion of the additional capacity of the 700 MHz System by Forney under such terms as will not interfere with the use, ownership or operation of the 700 MHz System by the System Owners; and

WHEREAS, System Owners have investigated and determined that it would be advantageous and beneficial to the citizens of their respective jurisdictions to purchase and implement a combined wide area, multi-site digital trucked simulcast radio system that is compliant with P-25 interoperability standards (the "System"); and

WHEREAS, the Parties acknowledge that System Owners have entered into *The City of Garland and the City of Mesquite Radio System Interlocal Agreement* dated July 7, 2015 (the "Garland/Mesquite Radio System ILA"), a copy of which has been provided to Forney regarding, inter alia, the installation, operation, administration, maintenance and implementation of the System; and

WHEREAS, Forney has investigated and determined that it would be advantageous and beneficial to the citizens of Forney to participate in the new System as a Subscriber Participant (defined below).

NOW, THEREFORE, under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the System Owners and Forney, for the mutual consideration hereinafter stated, agree as follows:

Section 1. General.

1.01 Definitions.

"700 MHz System" shall mean the 700 Mhz frequencies of the System that System Owners are providing for Forney's use.

"Effective Date" means the later of the dates this Agreement is approved by the governing bodies of the System Owners and Forney and signed by the authorized representatives of each entity.

"Governance Board" means the administrative governing body tasked with the operation and administration of the System and being more particularly described in the Garland/Mesquite Radio System ILA.

"Infrastructure Components" means the equipment, materials, hardware, software, firmware, structures and other items comprising a portion of the System that are located within the municipal boundaries of Forney and which are more specifically detailed and itemized in Exhibit C to that agreement known as "The Cities of Garland and Mesquite and the City Forney Radio System Interlocal Agreement", a copy of which has been provided to and approved by Forney and which is incorporated herein by reference.

"Infrastructure Participants" means municipalities, whether one or more, other than System Owners, that participate in the System by using services provided by the System and that own Infrastructure Components of the System located within their respective municipalities. Infrastructure Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

"Initial Term" means that period of time commencing upon the Effective Date and concluding at midnight on September 30th of the fifth calendar year thereafter.

"Participant" means an Infrastructure Participant or a Subscriber Participant and **"Participants"** collectively means all Infrastructure Participants and Subscriber Participants.

"Patching" means cross connecting a radio or Talk Group(s) to other Talk Group(s) or channel(s) on other radio systems.

"Renewal Term" means the five (5) year renewal periods following the Initial Term and beginning on the first day of October immediately following the conclusion of the Initial Term or prior Renewal Term and renewing on October1st of each fifth calendar year thereafter (individually, a "Renewal Term"; collectively, the "Renewal Terms").

"Shared Components" means the components of the System that are jointly owned by System Owners as more fully defined in the Garland/Mesquite Radio System ILA. The term shall also mean the components of the System that will be owned by System Owners, but also used to support the operations of the Forney Simulcast Cell.

"Simulcast Cell" means a standalone multi-site trunked radio system that operates off the master site owned by System Owners.

"Subscriber" or **"Subscriber radio"** means an individual Motorola Phase 2 Project 25 radio used by Forney.

"Subscriber Participant" means the various municipalities, school districts, and other third parties, other than Infrastructure Participants and the System Owners, that participate in the System by using services provided by the System and that own their own subscriber units (radios) or other related components, which provide access to the System. Subscriber Participants are referred to in the Garland/Mesquite Radio System ILA as "Non-Infrastructure Participants" and all references in this Agreement to "Subscriber Participant" or "Subscriber Participants" shall mean "Non-Infrastructure Participant" or "Non-Infrastructure Participants" under the Garland/Mesquite Radio System ILA. Subscriber Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

"System" means a wide area, multi-site ("simulcast") digital trunked radio system compliant with P-25 interoperability standards as more expressly defined in the Garland/Mesquite Radio System ILA and shall include the Shared Components, the Non-Shared Components, and all Infrastructure Components including, without limitation, Forney's Infrastructure Components.

"System Owners Technical Advisory Board" means the group of technical personnel selected to advise the Governance Board and being more particularly described in Section 6.04 of the Garland/Mesquite Radio System ILA.

"Talk Group" means a specific channel name assigned to Forney.

"Term" means, with the exception of the Initial Term as defined herein above, a five (5) year period, commencing on October 1 and terminating at midnight on September 30th of the fifth calendar year thereafter (the "Termination Date"), unless sooner terminated as provided herein, for each successive Renewal Term.

Section 2. Use of the 700 MHz System.

2.01 Capacity. The System Owners agree to provide Forney use of additional capacity of the 700 MHz System. Exhibit A defines the number of Talk Groups and Subscribers Forney is authorized to use on the System. As technical improvements are made to the 700 MHz System by the System Owners, and provided that the System Owners have sufficient system capacity (as determined by the System Owners in their sole discretion) for their own present and future needs and those of others with whom the System Owners may enter agreements for use of the additional capacity of the 700 MHz System, Forney may add additional units to the 700MHz System under the same terms and conditions contained herein.

2.02 Notification by Subscriber Participant. Forney, as a Subscriber Participant, agree to notify the System Owners Technical Advisory Board of:

(a) Forney's entire inventory of Subscriber radios being used on or in conjunction with the 700 MHz System; and

(b) any changes in that inventory within ten (10) days after such change.

2.03 Talk Group Auto-Roaming. System Owners do not guarantee any Subscriber Participant's Talk Group will be authorized to operate on all tower sites in the System ("auto-roam"). A Subscriber Participant may request, in writing, that the System Owners authorize a Talk Group to auto-roam between towers on the System. In accordance with Article VI of the Garland/Mesquite Radio System ILA, the Technical Advisory Board shall review all such requests to ensure the request does not negatively impact the System's quality of service. The Technical Advisory Board shall recommend the Governance Board authorize or deny the request. The Governance Board shall then, at its sole and final discretion, authorize or deny the request and notify the Subscriber Participant of its decision.

Section 3. Terms of Use. Forney is to use the System strictly in accordance with and under the terms of use set forth in Exhibit A.

Section 4. Fees.

4.01 Payment. Forney shall remit payments to Garland in the amount and manner set forth in Exhibit A.

4.02 Payment source. All payments made by Forney under this Agreement must be made from current revenues available to Forney.

4.03 Adjustment of fees. The System Owners may adjust the annual fees based on an estimation of their variable costs, such as maintenance and operating expenses.

4.04 Pro rata policy. In the event this Agreement terminates on any day other than September 30 of a given year of the Term, a refund or fee shall be made on a pro rata basis.

(a) If the Agreement terminates within a year for which Forney have paid the annual fee, Forney shall be entitled to a pro rata refund of fees paid.

(b) If the Agreement terminates during a year for which Forney has not paid the annual fee, the System Owners shall be entitled to a pro rata payment of fees for the unpaid services. This pro rata payment shall be based upon the fee that would otherwise have been due on the October 1 immediately preceding the termination date, including any adjustment of the fees that has occurred, provided the System Owners sent written notice of the fee adjustment to Forney prior to receiving the requisite written notice set forth in Section 6 below.

Section 5. System Management; Disclaimer of Warranties. It is understood by the Parties that the intent of this Agreement is only for airtime usage of the 700 MHz System, and does not provide Forney control of the System or any part of the System. This Agreement does not provide Forney with any ownership rights to any part of the System. **The System Owners make no representations or warranties, either express or implied, as to the System or its components, and Forney acknowledges that the use of the System is being provided to Forney on an "AS-**

IS", "WHERE IS" basis with any and all latent and patent defects. The System Owners expressly disclaim any warranty or representation as to the System's coverage, quality, dependability, performance, continuation of service, non-infringement, merchantability, fitness for any particular purpose or fitness for the uses intended by Forney. Forney assumes the entire risk as to the results and use of the System or its components. The System Owners shall not be liable to Forney, its employees, agents, representatives, officials or to any other person or entity for any indirect, incidental, special or consequential damages whatsoever, including, but not limited to, damages for any loss of use, time, data, goodwill, revenue or profit, in any way related to or arising from this Agreement, the use, misuse or non-use of the System by Forney and/or any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System even if the System Owners have been advised of the possibility of such damages. The System Owners and their employees, agents, representatives and officials shall not be liable to Forney, its employees, agents, representatives, officials or any other person or entity for personal injuries, death or property damage due to or arising from the use, misuse or non-use of the System by Forney and/or arising from any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System. To the extent allowed by law, Forney agrees to indemnify and hold the System Owners and their respective employees, agents, representatives and officials harmless from and against all liability of any nature whatsoever for personal injuries, death or damage to tangible property caused by or arising from the use, misuse or non-use of the System by Forney. It is expressly intended by the Parties that the disclaimer of warranties and the indemnity by Forney contained in this Section 5 shall expressly survive the expiration or termination of this Agreement.

Section 6. Termination.

6.01 Termination by owner. The System Owners may terminate this Agreement upon providing Forney with the lesser of

(a) at least one hundred and twenty (120) days' written notice of termination for terminations made on an at-will basis; or

(b) thirty (30) days written notice to Forney in the event Forney fails to make any payment due or otherwise breaches an obligation of Forney under this Agreement;

6.02 Termination by Forney. Forney may terminate this agreement, at will and without cause or penalty, upon providing the System Owners with at least one hundred and twenty (120) days' written notice of termination.

6.03 Termination for failure to appropriate. Forney agrees to notify the System Owners within five (5) business days if Forney fails to appropriate funds for payment of its obligations under this Agreement. This Agreement will expire thirty (30) days after provision of the written notice.

6.04 Payment or refund of fees upon termination. Upon termination of this Contract on any day other than September 30 of a given year, any payment or refund shall be on a pro rata basis as set forth in Section 4.04 of this Agreement.

Section 7. Garland/Mesquite Radio System ILA; Waiver, Release and Covenant Not to Sue. The Parties acknowledge that Garland and Mesquite have entered into the Garland/Mesquite Radio System ILA, a copy of which has been provided to Forney, regarding, inter alia, the installation, operation, administration, maintenance and implementation of the System and that pursuant to the Garland/Mesquite Radio System ILA, Mesquite has certain rights to terminate the Garland/Mesquite Radio System ILA as more fully set forth in the Garland/Mesquite Radio System ILA. The Parties expressly agree that this Agreement does not alter, affect, modify or amend the Garland/Mesquite Radio System ILA in any manner including, without limitation, this Agreement does not affect or limit in any way Mesquite's right to terminate the Garland/Mesquite Radio System ILA. The Parties further agree that in the event Mesquite exercises its right to terminate the Garland/Mesquite Radio System ILA under the terms and subject to the conditions set forth in the Garland/Mesquite Radio System ILA, (i) the System as defined in this Agreement and the Participant Agreement shall no longer include any components of the System owned solely by Mesquite; (ii) upon such termination, neither Garland nor Forney shall have any right to access or use the components of the System that are owned solely by Mesquite; and (iii) upon such termination, any access or use of the Shared Components of the System shall be limited to the rights of access and use, if any, that expressly survive the termination of the Garland/Mesquite Radio System ILA.

Section 8. Notices. All notices required or permitted to be given to any Party hereto shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage paid envelope addressed to the respective Parties at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective two (2) days after deposit in the United States mail. Notices given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving all other Parties at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

Notices to System Owners:

Garland Representative:
Chief Information Officer
City of Garland
1490 State Highway 66
Garland, Texas 75040
972-781-7205

With a copy to

Notices to Forney:

Forney Representative:
Support Services Manager
City of Forney
101 Main Street
Forney, Texas 75126
972-552-6620

City Attorney
City of Garland
200 North Fifth Street, 4th Floor
Garland, Texas 75040

Mesquite Representative:
Fire Chief
City of Mesquite
1515 N. Galloway
Mesquite, Texas 75149

With a copy to:
City Attorney
City of Mesquite
1515 N. Galloway
Mesquite, Texas 75149

Section 9. Dispute Resolution.

9.01 In general. In the event of a dispute between the Parties regarding the terms, performance, or any other aspect of this Agreement, the Parties shall attempt to resolve the dispute as set forth in this Section.

9.02 Opportunity to cure. If a Party asserts that any other Party(s) has breached any provision of this Agreement or any active Work Order, the non-breaching Party shall provide the breaching Party(s) written notification of the alleged breach, describing the facts and circumstances the non-breaching Party claims constitutes the breach. The breaching Party(s) shall have one hundred and twenty (120) days to cure any such breach.

9.03 Informal mediation. The Parties agree that, in the event of a dispute, the appropriate technical directors and other City officials, including, but not limited to, a representative from the Parties' respective City Attorney's office, shall conduct a meeting, via telephone or in person, and shall conduct a substantive discussion of each and every dispute in a good faith effort to resolve the dispute.

9.04 Formal mediation. In the event the Parties are unable to resolve the dispute through the informal mediation procedure set forth above, the Parties shall submit the dispute to formal mediation to be conducted at a mutually acceptable location in Dallas County, Texas. Formal mediation shall be a prerequisite for filing suit. The mediator shall be selected as follows:

(a) The Parties may jointly agree upon a particular mediator. All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne equally by the Parties. The expenses of participants, such as expert witnesses for any side, shall be paid by the Party requesting the participant's attendance.

(b) If the Parties are unable to jointly agree upon a mediator, the Parties shall request the American Arbitration Association ("AAA") to appoint a mediator and conduct the mediation under the AAA's Commercial Mediation Procedures. All mediation expenses, including any fees imposed by the AAA as well as any required traveling and other expenses or charges of the mediator, shall be borne equally by the Parties. The expenses of participants for any Party shall be paid by the Party requesting the participant's attendance.

9.05 Litigation. In the event the Parties are unable to resolve any dispute through either informal or formal mediation, the dispute may be pursued through litigation.

9.06 Venue. The exclusive venue for all disputes shall be in any civil District Court of Dallas County, Texas.

9.07 Recovery of litigation costs. The prevailing Party(s) shall be entitled to recover costs, reasonable expenses, expert fees and reasonable attorneys' fees incurred in connection with the dispute, including expenses incurred through the formal mediation process described in Section 9.04. For purposes of this section, a claimant or plaintiff is a "prevailing party" if it recovers at least eighty percent (80%) of the monies it seeks as damages, or obtains all injunctive relief it might seek, otherwise, the respondent or defendant shall be the prevailing Party(s). If no Party is a "prevailing party", then each Party shall bear its own costs, reasonable expenses, expert fees and reasonable attorney's fees.

Section 10. No Assignment. No Party shall have the right to assign its interest in this Agreement without the prior written consent of the other Parties.

Section 11. 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.

Section 12. Waiver. Both the System Owners and Forney shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving Party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the non-waiving Party(s). No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 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. All 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 any Party.

Section 14. 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 15. 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, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. This Agreement may only be modified by a writing signed by all Parties that expressly calls for its modification and not by implication from any other written document or oral agreement. This shall not prevent other documents from being incorporated by reference.

Section 16. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

Section 17. No Creation of Debt. To the extent, if any, that this Agreement imposes an obligation on any Party to make a payment or other expenditure of any sort, such payment or expenditure shall be payable solely from current revenues that are immediately available for such purposes, and no debt is or is intended to be created by reason of said Agreement. All obligations of a Party under this Agreement are payable solely from that Party's operations budget in parity with all other operating expenses of that Party and no ad valorem tax revenue or other revenues of that Party shall in any manner be pledged or be deemed to have been pledged to the payment of any amounts under this Agreement nor shall any Party have the right to demand payment of any amounts under same be paid from funds raised or to be raised from ad valorem taxation. The obligations under this Agreement shall never be construed to be a debt or pecuniary obligation of any Party of such kind as to require that Party to levy and collect ad valorem taxes to discharge its obligations and no obligation of any Party to make a payment or other expenditure under same shall be payable through funds raised by taxation. No Party has created and no Parties are required to create any sort of sinking fund to secure the obligations of payment or other expenditure under this Agreement. To the extent not otherwise covered in this Agreement, each Party retains its governmental and sovereign immunities and its limitations of liability. The Parties agree that each Party is entering into this Agreement in its governmental capacity and the subject and nature of these agreements are governmental rather than proprietary. In any event, the procedures and limitations of Chapter 271, Texas Local Government Code apply.

Section 18. No Waiver of Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

Section 19. Rights of Non-parties. Nothing contained in this Agreement shall be construed to give or grant any rights to persons or entities not a party to this Agreement..

EXECUTED this ___ day of _____, 2023.

CITY OF GARLAND, TEXAS

_____
Judson Rex
City Manager

Approved as to form:

_____
Stephen M. Hines
Sr. Assistant City Attorney

EXECUTED this ____ day of _____, 2023.

CITY OF MESQUITE, TEXAS

_____
Cliff Keheley
City Manager

Approved as to form:

_____
Stephanie Neal
Assistant City Attorney

EXECUTED this 8th day of May, 2023.

CITY OF FORNEY, TEXAS

Charles W. Daniels
City Manager

Approved as to form:

Jennifer Barnes Smith, City Attorney

EXHIBIT A

TERMS OF USE

1. All definitions set forth in the Usage Agreement are incorporated herein by reference.

2. The System Owners own Federal Communications Commission (FCC) license(s) that the System uses for its operation for site 1. Site 1 is defined as the original nine-site simulcast system. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide Forney with any rights whatsoever to the System Owners' FCC license(s) or to the radio frequency spectrum used by the System. Forney is the owner of the FCC frequencies that will comprise its radio tower and dispatch center. Forney must maintain and comply with FCC rules and regulations.

3. The installation and maintenance of the System zone controller equipment is the responsibility of the System Owners unless otherwise stated in this Agreement.

4. The System Owners make no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. Forney is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for Forney's equipment.

5. In order to ensure hardware and software compatibility with the System infrastructure, all Subscriber radios and console(s) intended for use by Forney on the System shall be compliant with Project 25 Phase 2 TDMA standards established by the Telecommunications Industry Association. The use of unauthorized radios on the System may result in suspended operation of the unauthorized radios, the Subscriber radios, and/or termination of this Agreement.

6. Antennas greater than 3dB will be not allowed for mobiles and consolettes. Power settings may not exceed 15 watts. Exceptions may be made upon approval of the System Owners.

7. The use of the System is for voice communications. The use of data shall be restricted and must be approved by the System Owners.

Applicable Fees

8. Forney agrees to pay the System Owners a fee of One Hundred Twenty-One and 50/100 Dollars ($121.50) per year for each authorized Talk Group and a fee of Eighty-Four and No/100 Dollars ($84.00) per year for each of Forney's Subscriber radios. Payment of the initial sum shall be calculated on a pro rata basis from the Effective Date through September 30, 2023. Payment of the initial sum under this Agreement is due on the Effective Date. Thereafter, payment shall be due on or before the first day of October of each year of this Agreement. System Owners may adjust the annual fees based on an

estimation of its variable costs, such as maintenance and operating expenses. System Owners agree to notify Forney one hundred and twenty (120) days prior to the effective date of the fee adjustment. All payments made by Forney under this Agreement must be made from current revenues available to Forney.

9. Forney agrees to pay the System Owners a one-time fee of One Hundred and No/100 Dollars ($100.00) for each Subscriber radio added to the System. This fee covers the administrative duties of the System zone controller and the initial programming of the new Subscriber. This fee shall be paid when Forney request the new Subscribers be added to the System.

10. Forney agrees to pay the System Owners a one-time fee of One Thousand Five Hundred and No/100 Dollars ($1,500.00) for each console position added to the System. This fee covers the administrative fees and console programming of the zone controller only. Forney must provide the System Owners the console design parameters, Motorola equipment list and installation services for review. This fee shall be paid when Forney requests System Owners program the console to be added to the System.

11. All payments to System Owners under this Agreement must be made payable to Garland, which shall hold such payments in trust for the benefit of the System Owners.

12. The System Owners authorize Forney the use of thirteen (15) Talk Groups and up to two hundred (250) Subscriber radios on the System.

13. Forney agrees to maintain a Motorola ASTRO 25 System Upgrade Agreement II (SUA II) for all fixed network equipment. In the event the SUA II is not maintained, the System Owners will notify Forney that the fixed network equipment will be disconnected from the zone controller. Forney shall be responsible for the loss of functional when disconnected from the zone controller.

14. Forney shall retain a maintenance agreement on Subscriber radios, consoles and other fixed network equipment.

15. The use of telephone interconnect is not authorized.

16. Due to radio infrastructure resource allocations required by the "Private Call" function, Forney shall not utilize "Private Call" on the System.

17. Patching shall be done only as necessary for a specific event or emergency. Should continuous patching to other systems or agencies become necessary, Forney shall obtain prior written approval from the Governance Board described in the Garland/Mesquite Radio System ILA, a copy of which has been provided to Forney.

18. System Priorities. The Parties agree that priority of radio transmissions on the System shall be as follows (from highest to least priority):

a. Emergency Activation
b. Police/Fire
c. General Government

It is Forney's responsibility to provide the System Owners a list identifying which Subscriber radios fall within each of these categories.

THE CITIES OF GARLAND AND MESQUITE AND THE CITY OF FORNEY RADIO SYSTEM INTERLOCAL AGREEMENT (Participant Agreement)

This Interlocal Agreement (this "Agreement") is entered into as of the Effective Date between the **CITY OF GARLAND ("Garland") and CITY OF MESQUITE ("Mesquite"),** Texas home-rule municipalities with the authorization of their governing bodies, (hereinafter collectively referred to as "System Owners"), and the **CITY OF FORNEY ("Forney"),** a Texas home-rule municipality with the authorization of its governing body. System Owners and Forney may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, System Owners and Forney are local governments within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"), provides authority for local governments of the State of Texas to enter into Interlocal Agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, System Owners currently own and operate a Motorola 700 Megahertz radio system for the purpose of providing radio communications in support of their governmental operations; and

WHEREAS, System Owners entered into the City of Garland and the City of Mesquite Radio System Interlocal Agreement dated July 7, 2015 (the "Garland/Mesquite Radio System ILA"), to implement a combined wide area, multi-site digital trunked simulcast radio system that is compliant with P-25 interoperability standards (the radio system as defined herein below and being hereinafter referred to as the "System"); and

WHEREAS, pursuant to the Garland/Mesquite Radio System ILA, it is anticipated that various municipalities, school districts and other third parties will participate in the System by using services provided by the System (individually a "Participant" and collectively the "Participants"); and

WHEREAS, pursuant to the Garland/Mesquite Radio System ILA, it is further anticipated that some Participants (individually, an "Infrastructure Participant" and collectively, the "Infrastructure Participants") will purchase and locate within their municipal boundaries various items of equipment, materials, hardware, firmware, structures, and other items composing a portion of the System ("Infrastructure Components"); and

WHEREAS, Forney desires to: (i) participate in the System as more fully set forth herein and in that certain Interlocal Radio System Usage Agreement (as defined below); and (ii) purchase the

Infrastructure Components more fully described herein as the "Forney Infrastructure Components," upon the terms and conditions more fully set forth herein; and

WHEREAS, in order to provide dependable/mission-critical radio service for use by System Owners, Forney and all other Participants, the Parties desire to enter into this Agreement allowing Forney to participate in the System, which radio system coverage is essential and a necessary component of providing certain vital governmental services by each of the Parties and other Participants, including, without limitation, police, fire, emergency medical, and public works protection provided by each of the Parties and other Participants to ensure safe, effective, and efficient communications, and benefit the greatest number of citizens of each of the Parties and other Participants both now and in the future; and

WHEREAS, concurrently with the execution of this Agreement, the Parties shall execute that certain Interlocal Radio System Usage Agreement in the form attached hereto as **Exhibit A** and fully incorporated herein by reference, which may be amended from time to time as more fully set forth therein, which expressly sets forth the rights, duties, obligations, and responsibilities of Forney as an Infrastructure Participant to the System (the "Interlocal Radio System Usage Agreement"); and

WHEREAS, System Owners will enter into communication systems agreements with the Selected Vendor, relating to the purchase and installation of the System and its components and are joint owners in the Shared Components (defined below) of the System; and

WHEREAS, the Parties desire to enter this Agreement for the purpose of memorializing the agreement of the Parties regarding Forney's participation in the System as an Infrastructure Participant (defined below).

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

I. DEFINITIONS

Any capitalized terms used within this Agreement and not otherwise defined herein shall have the meanings set forth in the Garland/Mesquite Radio System ILA, a copy of which has been provided to Forney. Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

"Act" shall have the meaning set forth in the Recitals to this Agreement.

"Business Day" means any day other than a Saturday, Sunday, or official City holiday in which any of the Parties' respective City Offices are closed for business.

"**Communication System Agreement**" or "**CSA**" means that certain Communication System Agreement to be entered into between System Owners (as Buyer) and the Selected Vendor (as Seller) relating to the purchase and installation of the Non-Shared Components of the System to

be purchased by System Owners (as defined in the Garland/Mesquite Radio System ILA). Forney shall enter into its own CSA with the Selected Vendor for all non-shared components.

"Default" shall mean the failure of a Party to timely keep or perform any term, provision, covenant, or condition to be kept or performed by such Party under the terms of this Agreement and such failure continues for thirty (30) days after written notice by any non-defaulting Party to the defaulting Party and copied to all other Parties.

"Effective Date" means the later of the dates this Agreement is approved by the governing bodies of the System Owners and Forney and signed by the authorized representatives of each entity.

"Governance Board" means the administrative governing body tasked with the operation and administration of the System and being more particularly described in the Garland/Mesquite Radio System ILA.

"Infrastructure Costs" means those costs relating to the purchase, installation, operation, repair, maintenance, and upgrade of Forney's Infrastructure Components (as defined below) including, but not limited to, all amounts to be paid pursuant to Forney's CSA for the purchase and installation of Forney's Infrastructure Components and all amounts to be paid pursuant to the SMA relating to repair and maintenance of Forney's Infrastructure Components. These Infrastructure Costs shall be itemized in detail by an addendum executed by each of the Parties and attached to this Agreement and incorporated by reference as **Exhibit B** after design review by the Selected Vendor.

"Infrastructure Participants" means municipalities, whether one or more, other than System Owners, that participate in the System by using services provided by the System and that own Infrastructure Components of the System located within their respective municipalities. Infrastructure Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

"Non-Shared Components" means the components of the System individually owned by each System Owner, individually, as more fully defined in the Garland/Mesquite Radio System ILA. The term shall also refer to the components owned by Forney and located within its own municipal borders or placed within the Garland/Mesquite System as necessary to support Forney's radio tower.

"Forney Infrastructure Components" means the equipment, materials, hardware, software, firmware, structures and other items composing a portion of the System that are located within the municipal boundaries of Forney and which are more specifically detailed and itemized in **Exhibit C** attached hereto and incorporated herein by reference.

"Participant" means an Infrastructure Participant or a Subscriber Participant, and **"Participants"** collectively means all Infrastructure Participants and Subscriber Participants.

"Participant Fee Fund" means the fund consisting of the Participant Fees described in Section 7.01 of this Agreement.

"Participant Fees" means all fees paid by Participants to use the System.

"RFP" means that certain Request For Proposal dated August 12, 2014 and titled ***Cities of Garland, Mesquite, Rowlett & Sachse P25 Radio System Request for Proposal RFP No 4469-14,*** published and distributed by Garland on or about August 13, 2014, and advertised by Garland for the purpose of seeking proposals from qualified vendors relating to the purchase, installation, repair and maintenance of the System and related services as described therein.

"Selected Vendor" means the vendor from whom the System Owners agree to purchase the Shared Components of the System and from whom the Parties individually agree to purchase their respective Non-Shared Components of the System.

"Selected Maintenance Vendor" means the vendor System Owners select and with whom System Owners enter into a System Maintenance Agreement to provide ongoing repair, maintenance, and support (hardware and software) of the System. The term shall also refer to the vendor with whom Forney enters into a System Maintenance Agreement to provide ongoing repair, maintenance, and support (hardware and software) of the System.

"Shared Components" means the components of the System that are jointly owned by Garland and Mesquite as more fully defined in the Garland/Mesquite Radio System ILA. The term shall also mean the components of the System that will be owned by System Owners (as set forth in the Garland/Mesquite Radio System ILA, but also used to support the operations of Forney's Simulcast Cell.

"Simulcast Cell" means a standalone multi-site trunked radio system that operates off the master site owned by System Owners.

"Subscriber Participant" means the various municipalities, school districts, and other third parties, other than Infrastructure Participants and the System Owner, that participate in the System by using services provided by the System and that own their own subscriber units (radios) or other subscriber components, which provide access to the System. Subscriber Participants are referred to in the Garland/Mesquite Radio System ILA as "Non-Infrastructure Participants" and all references in this Agreement to "Subscriber Participant" or "Subscriber Participants" shall mean "Non-Infrastructure Participant" or "Non-Infrastructure Participants" under the Garland/Mesquite Radio System ILA. Subscriber Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

"System" means a wide area, multi-site ("simulcast") digital trunked radio system compliant with P-25 interoperability standards as more expressly defined in the Garland/Mesquite Radio System ILA and shall include the Shared Components, the Non-Shared Components, and all Infrastructure Components including, without limitation, Forney's Infrastructure Components.

"**System Maintenance Agreement**" or "**SMA**" means that certain System Maintenance Agreement to be entered into between Garland (as Customer) and the Selected Maintenance

Vendor relating to ongoing repair, maintenance, and support (hardware and software) of the Non-Shared Components of the System owned by Garland, Mesquite, Rowlett, as well as that for maintenance of Forney's Infrastructure Components.

"System Owner(s)" means, in the singular form, either Garland or Mesquite; in plural form, the term means both Garland and Mesquite collectively.

"Term" means the term of this Agreement as defined in Section 2.01.

II. TERM
TERMINATION

2.01 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue until and including September 30, 2026 (the "Initial Term") in order to allow each Party the opportunity to recover its investment, unless terminated earlier as provided herein. Unless terminated earlier as provided herein, following the Initial Term, this Agreement shall automatically renew for successive terms of three (3) years beginning October 1, 2026 and continuing on October 1st of each third calendar year thereafter (each a "Renewal Term" and collectively the "Renewal Terms") unless either Party terminates this Agreement by written notice to the other Party at least seven hundred and twenty (720) days prior to the end of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and all Renewal Terms shall collectively be referred to herein as the "Term".

2.02 Termination in Event of Non-Appropriation of Funds. As home rule municipalities in the State of Texas, each Party is subject to Article III, Section 52a of the Texas Constitution prohibiting unfunded debt. All expenditures to be made by each Party under the terms of this Agreement shall be subject to such Party's appropriation of funds for such purpose to be paid in the fiscal year for which such expenditure is to be made and shall be paid only from funds of such City authorized by Article III, Section 52a of the Texas Constitution. Each Party agrees to give the other Parties at least ninety (90) days prior written notice if such Party anticipates that funds may not be appropriated to meet its obligations under the terms of this Agreement for the next fiscal year. In the event the City Council of any Party fails to appropriate funds in any fiscal year during the Term of this Agreement for the payment of all obligations of such Party under the terms of this Agreement for such fiscal year, such Party shall have the right to terminate this Agreement by giving the other Parties written notice of the non-appropriation of funds within five (5) days after such Party fails to appropriate the necessary funds. The termination of this Agreement because of any Party's failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated.

2.03 Early Termination During Initial Term. Notwithstanding anything to the contrary herein, any Party may terminate this Agreement based on any other Party's Default prior to the end of the Initial Term or during any Renewal Term.

2.04 Effect of Termination of this Agreement Pursuant to Sections 2.02 above. In the event a Party terminates this Agreement pursuant to Section 2.02 above, the terminating Party shall

reimburse the non-terminating Parties, as well as any affected Infrastructure Participant for reasonable costs associated with reconfiguring the System as is necessary for the non-terminating Parties and all other Participants to continue to access, use, maintain and repair the System. In addition, all Article XII Default provisions shall apply. The provisions of this Section 2.04 shall expressly survive the termination of this Agreement.

2.05 Effect of Termination of this Agreement at the end of the Initial Term or any Renewal Term pursuant to Section 2.01 above. In the event either Party terminates this Agreement at the end of the Initial Term or any Renewal Term pursuant to Section 2.01 above, the following provisions shall apply:

(i) Prior to the date of termination, the terminating Party must pay any remaining financial obligations related to the System or its components including, without limitation, Forney's Infrastructure Components, incurred or accrued prior to the date of the termination;

(ii) All Forney's Infrastructure Components of the System, if previously conveyed by Garland to Forney, shall continue to be owned 100% by Forney; and

(iii) The provisions of this Section 2.05 shall expressly survive the termination of this Agreement.

2.06 Notice of Termination. No notice of termination of this Agreement shall be effective unless given in accordance with Section 7.07 below.

III. INTERLOCAL RADIO SYSTEM USAGE AGREEMENT

The Parties shall execute an Interlocal Radio System Usage Agreement with this Agreement, which may be amended from time to time, in the form attached hereto as **Exhibit A**, and fully incorporated herein by reference, which expressly sets forth the rights, duties, obligations, and responsibilities of Forney as Infrastructure Participants of the System.

IV. PURCHASE AND INSTALLATION OF INFRASTRUCTURE COMPONENTS; MAINTENANCE

4.01 CSA for Forney's Infrastructure Components. The Parties acknowledge that Forney has entered into a CSA with the Selected Vendor relating to the purchase of the hardware, software and all other components of the System to be located within Forney and constituting Forney's Infrastructure Components of the System. System Owners shall comply with applicable competitive bidding laws and requirements and Forney and System Owners expressly consent to cooperative purchasing.

4.02 Forney's Infrastructure Components. Forney shall maintain title to Forney's Infrastructure Components as described in Exhibit C (the Itemized List of Infrastructure Components to be conveyed to Forney upon receipt of reimbursement payments). Forney will

maintain the same hardware and software levels as needed to connect to the System Owners' master site. System Owners will maintain all of their infrastructure components during the term of this Agreement that are needed to support Forney's infrastructure. This will include the master site and all associated components needed to support the systems connected by Forney, the tower site that will be used to support Forney's Simulcast Cell's connection to the master site, and the microwave system that will also be used to support the connection of Forney system.

4.03 Invoices from the Selected Vendor and Selected Maintenance Vendor for Forney Infrastructure Components. Forney will be responsible for all of the maintenance costs of the components of Forney's infrastructure and components added to the System needed to support Forney's radio system operation. System Owners will be responsible for the maintenance costs and vendor support for the master site and all components supporting the connection of Forney's components to the System Owners' master site. Forney's contributions to the maintenance costs of the System Owners' equipment used to support Forney's system shall be included in the user fees Forney pays to System Owners.

4.04 Disputed Invoices. If a Party disputes any amount appearing on an invoice from the Selected Vendor or Selected Maintenance Vendor, the Party disputing the invoice shall provide a written notice to Mesquite/Garland and the Selected Vendor or Selected Maintenance Vendor, as applicable, not later than thirty (30) days following receipt of the invoice, identifying the amount(s) disputed and the basis for the dispute. A Party disputing an amount on an invoice shall pay any undisputed amount as required by Section 4.04 above in accordance with the due date for such amount. If any amount that is disputed by a Party shall, in fact, be determined to be due, the Party disputing the amount shall be solely responsible for also paying any late fees and interest accrued on delinquent payments pursuant to the CSA or SMA, which amounts said Party shall pay directly to the Selected Vendor or Selected Maintenance Vendor, as applicable.

V. RIGHT OF ACCESS

5.01 License to Enter, Access, Ingress, Egress and Use the System.

(a) The Parties agree to reasonably cooperate with the Selected Vendor, the Selected Maintenance Vendor, and the other Parties with respect to the installation, operation, maintenance, repair, and use of the System, including Forney's Infrastructure Components, and agree to take such actions that are reasonable and necessary to ensure that the Selected Vendor is able to timely perform its obligations under the CSA, and the Selected Maintenance Vendor is able to timely perform its obligations under the SMA. For and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration including, without limitation, the covenants and agreements of the Parties as more fully set forth herein, the receipt and sufficiency of which is hereby acknowledged and confessed, subject to the provisions of subpart (b) of this section, Forney hereby grants licenses to both System Owners to enter and access Forney's property including, without limitation, rights of ingress and egress over, across, upon and through Forney's property to the extent reasonable and necessary for System Owners, either acting individually or collectively, to access and use the System, including Forney's Infrastructure

Components, and further grants to the System Owners, subject to the provisions of subpart (b) of this section, rights of entry and access including, without limitation, rights of ingress and egress over, across, upon and through those portions of Forney's facilities and property on which any component of the System is located for the purpose of installing, inspecting, testing, operating, maintaining, servicing, repairing, upgrading, and using the System, including Forney's Infrastructure Components. Forney further agrees to grant the Selected Vendor and the Selected Maintenance Vendor, their employees, agents, and subcontractors a license, subject to the provisions of subpart (b) of this section, to enter and access Forney's property including, without limitation, rights of ingress and egress over, across, upon and through Forney's facilities and property for the purpose of installing, inspecting, and testing the System including, without limitation, Forney's Infrastructure Components and, as long as the SMA is in effect, for the purpose of operating, maintaining, repairing, and upgrading the System including, without limitation, Forney's Infrastructure Components.

(b) Notwithstanding the foregoing, System Owners shall use reasonable efforts to provide prior notice to Forney prior to the exercise of any right of ingress and egress over, across or upon Forney's facilities or property by either of the System Owners, the Selected Vendor and the Selected Maintenance Vendor. Forney may enforce reasonable and necessary security measures with respect to access to Forney's property and facilities (including, without limitation, requirements that reasonable notice be given prior to such access) to the extent necessary to protect Forney's property and facilities, the health and safety of employees, residents, citizens, and businesses, or to comply with applicable state and federal laws and regulations. In the event access to Forney's facilities or property where any component of the System is located requires an escort or requires entry or access by an employee or representative of Forney, Forney shall provide, at Forney's sole cost and expense, an employee or other authorized person to provide such escort, entry, and access within a reasonable time after request by either System Owner. The Parties specifically acknowledge that each Party is making substantial expenditures in connection with the purchase of the System in reliance on the licenses and rights of entry, access, ingress, egress and use of the System granted to System Owners as more fully set forth in this Article V. The Parties expressly agree that the licenses and rights of entry, access, ingress, egress and use of the System granted pursuant to this Article V are irrevocable and coupled with an interest and shall not be terminated during the Term of this Agreement.

5.02 Enforcement of Rights of Entry, Access, Ingress, Egress and Use of the System. The Parties acknowledge that the major components of the System are owned by System Owners and that the System was purchased and installed to provide emergency public safety services to System Owners and all Participants of the System, and that it is critical that System Owners and all Participants of the System have continued and uninterrupted access to and use of Forney's Infrastructure Components. Notwithstanding anything contained in this Agreement to the contrary, the Parties acknowledge that the licenses, rights of entry, access, ingress, egress and use of the System including, without limitation, Forney's Infrastructure Components, granted pursuant to Section 5.01 above shall, in addition to all other remedies available herein or by law or in equity, be enforceable by injunction and/or specific performance. The Parties further agree that in the event Forney fails to allow or interferes with System Owners' exercise of their rights of entry,

access, ingress, egress or use of the System as more fully set forth in Section 5.01 above, System Owners, acting individually or collectively, shall have the right to enforce the licenses and rights of entry, access, ingress, egress and use of the System granted to System Owners pursuant to Section 5.01 above immediately without waiting the thirty (30) day period for such failure to rise to a Default under the terms of this Agreement.

5.03 Survival. All covenants, agreements, terms, provisions, obligations, rights and remedies of the Parties set forth in Article V of this Agreement shall expressly survive the termination of this Agreement.

VI. ADMINISTRATION AND OPERATION OF THE SYSTEM; FORNEY'S RIGHT OF ACCESS FOR SYSTEM USE

6.01 Governance Board. The Garland/Mesquite Radio System ILA creates a governance board to operate and administer the System that is comprised of three (3) representatives from Mesquite and three representatives from Garland, each appointed by their respective City Managers, and one (1) representative for the remaining Infrastructure Participants, selected by the City Manager or Town Administrator of the municipality entitled to appoint a representative for that term (the "Governance Board"). The representatives appointed by the respective City Managers of System Owners shall serve as members on the Governance Board until such representative resigns in writing or is removed or replaced by the City Manager or the governing body of the city that appointed such representative. Each representative appointed by an Infrastructure Participant shall serve a one-year term and the position shall rotate between Infrastructure Participants annually. The first Infrastructure Participant member to serve on the Governance Board shall be a representative of the Infrastructure Participant with the largest citizen population at the time the members of the Governance Board are initially appointed. Each succeeding appointment of an Infrastructure Participant member to the Governance Board shall be a representative of the Infrastructure Participant with the largest citizen population at the time of the appointment that has not already appointed a representative to serve as a member on the Governance Board. If, at the time of any succeeding appointment to the Governance Board, all Infrastructure Participants have previously had representatives who have served as members of the Governance Board, the Infrastructure Participant with the largest citizen population will appoint a representative to serve on the Governance Board for the then current one-year term and after serving such one-year term, that Infrastructure Participant shall not be eligible to appoint a member to the Governance Board until all other Infrastructure Participants existing at the time of the appointment have appointed members to serve second one (1) year terms. This process for appointing the Infrastructure Participant member to the Governance Board shall be repeated similarly for Infrastructure Participants appointing members to serve third, fourth and subsequent one (1) year terms on the Governance Board. Forney, as an Infrastructure Participant, shall from time to time, be eligible to appoint one (1) representative to serve as a member of the Governance Board in accordance with the procedure set forth above. Each appointment by Forney Infrastructure Participant shall be for a one (1) year term. All members of the Governance Board shall serve at the pleasure of the City or Town appointing such member and may be removed from

the Governance Board with or without cause at any time by action of the City Manager, Town Administrator, or the governing body of the City or Town appointing such member.

6.02 Technical Advisory Board. A Technical Advisory Board has been created and comprised of a group of technical personnel selected to advise the Governance Board (hereinafter "Technical Advisory Board"), in accordance with the terms and conditions of the Garland/Mesquite Radio System ILA. The Technical Advisory Board shall consist of two (2) representatives from each of the System Owners, appointed by the City Managers of each city, respectively. Every other Infrastructure Participant (including, without limitation, Forney) may select up to two (2) persons to serve on the Technical Advisory Board; provided, however, none of the representatives of Infrastructure Participants serving on the Technical Advisory Board shall have authority to make any motions or to vote on any matter. All members serving on the Technical Advisory Board shall serve until such member resigns in writing or is removed or replaced by the City Manager, Town Administrator, or the governing body of the city or Infrastructure Participant that appointed such representative. All members of the Technical Advisory Board shall serve at the pleasure of the city or town appointing such member and may be removed from the Technical Advisory Board with or without cause at any time by action of the City Manager, or Town Administrator or the governing body of the city or Infrastructure Participant appointing such member.

6.03 Covenant to Access and Use the System in Accordance with Procedures Established by Governance Board. Forney grants to the Governance Board the right to establish rules, regulations, procedures and guidelines in connection with the operation, administration, access and use of Forney's Infrastructure Components. Forney hereby covenants and agrees to timely keep and perform all rules, regulations, procedures and guidelines established by the Governance Board in connection with the operation, administration, access to and use of the System.

6.04 Covenant to Timely Pay Participant Fees. Forney covenants and agrees to timely pay all Participant Fees as more fully set forth in the Interlocal Radio System Usage Agreement and as hereafter established by the Governance Board to System Owners at the addresses set forth in Section 7.07 below (or at such other address as System Owners may hereafter notify Forney of in writing). The Governance Board shall establish Participant Fees based on generally accepted accounting principles and set at rates designed to cover costs of operation, maintenance, repair, replacements, upgrades, and administration of the System on a non-profit basis. Forney shall have the right to inspect, at Forney's expense and on reasonable notice and during normal business hours, the books and records of the Governance Board upon which Participant Fees are based. All such Participant Fees shall be due and payable on such dates as set forth in the Interlocal Radio System Usage Agreement or on such dates as established by the Governance Board. In the event there is a conflict between the payment dates set forth in the Interlocal Radio System Usage Agreement and the payments dates now or hereafter established by the Governance Board, the dates established by the Governance Board shall control.

6.05 Right to Access and Use the System. Provided Forney is not in Default of this Agreement, and further provided that no event exists which, but for notice, the lapse of time, or both, would constitute a Default by Forney under the terms of this Agreement, Forney shall have the right to access and use the System during the Term of this Agreement in accordance with the terms and

conditions of this Agreement, the Interlocal Radio System Usage Agreement, and the rules, regulations, procedures and guidelines established by the Governance Board.

6.06 Right to Access and Use Forney's Infrastructure Components. During the Term, provided System Owners are not in Default of this Agreement, and further provided that no event exists which, but for notice, the lapse of time, or both, would constitute a Default by either System Owner under the terms of this Agreement, System Owners and all Participants shall have the right to access and use Forney's Infrastructure Components in accordance with the terms and conditions of this Agreement and the rules, regulations, procedures and guidelines established by the Governance Board. This would primarily include the use of the System Owners' Simulcast Cell or Forney's Simulcast Cell to extend coverage for first responders who may be providing mutual aid outside of the coverage area of their respective simulcast cell. The Technical Advisory Board will provide guidance in how user radios will be programmed.

6.07 Right to Access and Use the System Owners' Infrastructure Components. During the Term, provided Forney is not in Default of this Agreement, and further provided that no event exists which, but for notice, the lapse of time, or both, would constitute a by Default by Forney under the terms of this Agreement, System Owners and all Participants shall have the right to access and use the System Owners' Infrastructure Components in accordance with the terms and conditions of this Agreement and the rules, regulations, procedures and guidelines established by the Governance Board.

6.08 Forney Access to the System. Forney will have the right to implement its system and connect it to the System, which will include the following items:

A. Installation of the required radio network components in the existing Forney equipment room that houses the Mesquite MPLS and radio tower components. This will be used to support the network link to Forney's trunked radio site and dispatch center.

B. Forney will perform a structural analysis on the Forney tower adding the new antenna systems. In the event the structural analysis reports the tower is loaded beyond 85%, Forney at its own expense will pay the selected vendor to remediate the tower to not exceed 85%.

C. Usage of the System Owners' MPLS system for connection to the System Owners' master site. System Owners will have control over the MPLS systems.

D. Connection of the Controller to the System Owners' master site through the above-mentioned systems.

E. Connection of four (4) MCC7500 dispatch consoles to the master site.

F. The Governance Board will manage data capabilities and how it is administered.

G. Additional software licenses to the System Owners' master site as listed in the table below:

QTY DESCRIPTION

1 ADD: ASTRO 25 FDMA SITE LICENSE
1 ADD: P25 PHASE 2 TDMA SITE LICENSE
3 ADD: DUAL DYNAMIC MODE LICENSES
1 ADD: UNC ADDITIONADEVICE LICENSES
130 ADD: RADIO MANAGEMENT LICENSES FOR EXISTING GMRS RM SERVER

IMW LICENSES
1 ADD: ADDITIONAL RESOURCES
1 ADD: ADDITIONAL 100 LOCATION
1 ADD: ADDITIONAL 100 PRESENCE

VII. PARTICIPANT FEE FUND; MISCELLANEOUS PROVISIONS

7.01 Participant Fee Fund. Forney shall pay a reasonable fee to System Owners, as set by the attached Interlocal Radio System User Agreement, for the use of the System Owners' master site and roaming onto the System Owners' Simulcast Cell. All such fees for use of the System shall be remitted to Garland to be held in trust for the benefit of the System Owners. Such fees as set by the Governance Board shall be due and payable on such dates as set forth by the Governance Board.

7.02 Insurance on Forney's Infrastructure Components. In the event of any casualty or other damage or loss to Forney's Infrastructure Components, Forney shall be solely responsible for and shall pay all costs and expenses of repairing and replacing all of Forney's Infrastructure Components. Prior to the date the risk of loss on Forney's Infrastructure Components is transferred to Forney, Forney shall secure replacement cost "broad form" or "special form" property insurance insuring Forney's Infrastructure Components or self-insure Forney's Infrastructure Components against damage and loss. Such insurance shall identify System Owners as joint loss payees with respect to Forney's Infrastructure Components. If this insurance provision is satisfied through a program of self-insurance, the execution of this Agreement shall constitute the agreement by Forney to repair or replace Forney's Infrastructure Components at their sole cost and expense in the event of any damage or loss to Forney's Infrastructure Components.

System Owners shall abide by the preceding clause reciprocally in regard to the Garland-owned master site and all components needed to support Forney's Simulcast Cell and dispatch centers.

7.03 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and

functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

7.04 Entire Agreement; Conflict. This Agreement, including the attached Interlocal Radio System Usage Agreement, represents the entire and integrated agreement between System Owners and Forney, and supersedes all prior negotiations, representations or agreements, either written or oral, with regard to the subject matter hereof. This Agreement may be amended and modified only by written instrument signed by all Parties. There are no oral agreements between the Parties. In the event of a conflict between the terms and conditions of this Agreement and the attached Interlocal Radio System Usage Agreement, but not including definitions expressly defined in either agreement, the terms and conditions of this Agreement shall control.

7.05 Notices. All notices required or permitted to be given to any Party hereto shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage paid envelope addressed to the respective Parties at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective two (2) days after deposit in the United States mail. Notices given in any other manner shall be effective only when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below. Any Party shall have the right to change such Party's address for notice purposes by giving all other Parties at least thirty (30) days' prior written notice of such change of address in the manner set forth herein:

Notices to System Owners:

Garland Representative:
Chief Information Officer
City of Garland
1490 State Highway 66
Garland, Texas 75040
972-781-7205

With a copy to
City Attorney
City of Garland
200 North Fifth Street, 4th Floor
Garland, Texas 75040

Notices to Forney:

Forney Representative:
Support Services Manager
City of Forney
101 Main Street
Forney, Texas 75126
972-552-6620

With a copy to
City Attorney
City of Forney
101 Main Street
Forney, Texas 75126

Mesquite Representative:
Fire Chief
City of Mesquite
1515 N. Galloway
Mesquite, Texas 75149

With a copy to:
City Attorney
City of Mesquite
11515 N. Galloway
Mesquite, Texas 75149

VIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer or agent of each of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. System Owners and Forney are each executing this Agreement pursuant to duly authorized action by each of their respective City Councils.

IX. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, unenforceable or contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the validity, enforceability or legality of any of the remaining portions of the Agreement and the remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, unenforceable or illegal provision had never been included in the Agreement.

X. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Dallas County, Texas, and, if legal action becomes necessary, exclusive venue shall lie in state courts of competent subject matter jurisdiction in Dallas County, Texas.

XI. INTERPRETATION OF AGREEMENT

This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the terms and provisions of this Agreement shall not be construed more favorably for or strictly against any Party.

XII. DEFAULT AND REMEDIES; WARRANTIES AND LIMITATION ON LIABILITY

12.01 Remedies for Default. In the event of a Default by any Party to this Agreement, the following remedies shall be available (as applicable):

(a) The Parties shall have the right to enforce the provisions of Section 5.01 of this Agreement by injunction and/or specific performance as more fully set forth in Section 5.02 of this Agreement.

(a) Upon the occurrence of a Default by either System Owner, Forney shall have the right to terminate this Agreement by written notice to the System Owners and shall further have the right to exercise any rights and remedies available to Forney at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas.

(c) Upon the occurrence of a Default by Forney, System Owners shall have the right to terminate this Agreement by written notice to Forney and shall further have the right to exercise any rights and remedies available to System Owners at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas.

(d) In the event of a Default by any Party, the Defaulting party must pay any remaining financial obligations related to the System or its components including, without limitation, Forney's Infrastructure Components, incurred or accrued prior to the date of notice of termination by the non-Defaulting party.

(e) In the event of a Default by either Party, all Forney's Infrastructure Components, if previously conveyed from System Owners to Forney, shall continue to be owned 100% by Forney. In the event of Default by either Party, the defaulting Party shall, within ninety (90) days after written demand, reimburse the non-defaulting Party and all Infrastructure Participants for reasonable costs associated with the reconfiguring of the System that are necessary for the non-defaulting Party and all Participants to continue to access, use, maintain and repair the System including, but not limited to, microwave realignment and licensing fees.

(f) The Dispute Resolution provisions of Section 22 of the Interlocal Radio System Usage Agreement shall apply to this Agreement for disputes not related to public safety. The Parties specifically agree that the provisions of Section 22 of the Interlocal Radio System Usage Agreement shall not apply if any delay in the resolution of the issue in dispute could adversely affect the public safety of the citizens of any Party. Notwithstanding any provision of this Section 12.02(f) to the contrary, the Parties acknowledge and agree that Section 22 of the Interlocal Radio System Usage Agreement shall not apply to disputes relating to Article V of this Agreement and the Parties further agree that any Party may institute a lawsuit or other proceeding to exercise the remedies available under Section 5.02 of this Agreement without first attempting to resolve the dispute by following the dispute resolution process set forth in Section 22 of the Interlocal Radio System Usage Agreement.

(g) The provisions of this Section 12.02 shall expressly survive the termination of this Agreement.

12.03 Remedies Cumulative. The Parties' rights and remedies under this Agreement are cumulative and are not exclusive of any other right or remedy provided by law. Each right and remedy of the Parties provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas.

12.04 Disclaimer of Warranties. System Owners make no representations or warranties, either express or implied, as to the System or its components, and Forney acknowledges that the use of the System is being provided to Forney on an "AS-IS" "WHERE IS" basis with any and all latent and patent defects. System Owners expressly disclaim any warranty or representation as to the System's coverage, quality, dependability, performance, continuation of service, non-infringement, merchantability, fitness for any purpose, or fitness for the uses intended by Forney. Forney assumes the entire risk associated with the results and use of the System or its components by Forney, its employees, agents, representatives, officials and all persons and entities using or accessing the System on Forney's behalf. Neither of the System Owners shall be liable to Forney, its employees, agents, representatives, officials or to any other person or entity using or accessing the System on Forney's behalf for any indirect, incidental, special or consequential damages whatsoever, including, but not limited to, damages for any loss of use, time, data, goodwill, revenue or profit, in any way related to or arising from this Agreement, the use, misuse or non-use of the System by Forney, and/or any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System even if System Owners, individually or collectively, have been advised of the possibility of such damages. System Owners and their employees, agents, representatives and officials shall not be liable to Forney, its employees, agents, representatives, officials or any other person or entity using or accessing the System on Forney's behalf for personal injuries, death or property damage due to or arising from the use, misuse or non-use of the System by Forney and/or arising from any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System. To the extent allowed by law, Forney agrees to hold System Owners and their employees, agents, representatives and officials harmless from and against all liability of any nature whatsoever for personal injuries, death or damage to tangible property caused by or arising from the use, misuse or non-use of the System by Forney.

12.05 Limitation on Liability. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed by the Parties that Forney and System Owners shall not be held liable for the acts or omissions of each other or for the acts or omissions of each other's agents, representatives or employees in the performance of this Agreement.

12.06 Survival. All provisions of this Article XII shall expressly survive the expiration or termination of this Agreement.

XIII. WAIVER

No covenant or condition of this Agreement may be waived without the express written consent of the waiving Party. No failure by any Party to insist upon the strict or timely performance of any covenant, duty, agreement, term or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term or condition. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way impair such right or constitute a waiver of such right or a waiver of any breach theretofore or thereafter occurring.

XIV. GOVERNMENTAL FUNCTION

The provision of police, fire and emergency medical services, the radio communications that are essential thereto and the work and services described herein in connection therewith, are essential to the public health and safety of the citizens of both Parties and are governmental functions and services pursuant to the Act that each Party is authorized to perform individually. Each Party agrees that all monetary obligations of such Party under the terms of this Agreement shall be made only from current revenues or other lawful funds appropriated and available for the performance of such obligations.

XV. NO PARTNERSHIP, JOINT VENTURE, AGENCY OR EMPLOYER/EMPLOYEE RELATIONSHIP

Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership, joint venture, joint enterprise, agency or employer/employee relationship between the Parties and/or between any Party.

XVI. HEADINGS

The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions of this Agreement.

XVII. DUPLICATE ORIGINAL DOCUMENTS

This Agreement may be executed in any number of original, facsimile or electronically-scanned counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument. A digital or electronic signature shall be considered an original signature for all purposes.

XVIII. TIME IS OF THE ESSENCE

The Parties agree that time is of the essence in the performance of this Agreement.

XIX. SYSTEM OWNERS RADIO SYSTEM ILA WAIVER, RELEASE AND COVENANT NOT TO SUE

The Parties acknowledge that System Owners have entered into the Garland/Mesquite Radio System ILA (a copy of which has been provided to Forney) regarding, inter alia, the installation, operation, administration, maintenance and implementation of the System and that pursuant to the Garland/Mesquite Radio System ILA, System Owners have certain rights to terminate the Garland/Mesquite Radio System ILA as more fully set forth in therein. The Parties expressly agree that this Agreement does not alter, affect, modify or amend the Garland/Mesquite Radio System ILA in any manner including, without limitation, either of the System Owners' right to terminate the Garland/Mesquite Radio System ILA. The Parties further agree that in the event either System Owner exercises its right to terminate the Garland/Mesquite Radio System ILA (under the terms and subject to the conditions set forth therein), (i) the System (as defined in this Agreement) and the Interlocal Radio System Usage Agreement shall no longer include any components of the System owned solely by Mesquite; (ii) upon such termination, neither Garland or Forney shall have any rights to access or use the components of the System that are owned solely by Mesquite; and (iii) upon such termination, any access or use of the Shared Components of the System shall be limited to the rights of access and use, if any, that expressly survive the termination of the Garland/Mesquite Radio System ILA. **For and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Garland and Forney hereby voluntarily WAIVE, RELEASE AND FOREVER DISCHARGE Mesquite and its employees, agents, representatives, officials, attorneys and insurers, both individually and in their official capacities (hereinafter collectively the "Released Parties"), of and from any and all claims, demands, damages, liabilities, actions and causes of action of every kind and nature whether known or unknown, foreseen or unforeseen (collectively "Claims"), which Garland or Forney, their employees, agents, representatives or officials have or may have against any one or more of the Released Parties arising from or relating to the termination by Mesquite of the Garland/Mesquite Radio System ILA provided Mesquite is not in default (as defined in the Garland/Mesquite Radio System ILA) of the Garland/Mesquite Radio System ILA [or no event has occurred which, but for notice, the lapse of time or both would constitute a "Default" by Mesquite under the terms of the Garland/Mesquite Radio System ILA] and such termination is in accordance with the terms and conditions set forth in the Garland/Mesquite Radio System ILA including, without limitation, any claims at law or in equity arising from or relating to any adverse effect on the use or operation of the System or any component of the System including but not limited to Forney's Infrastructure Components caused by or as a result of the termination by Mesquite of the Garland/Mesquite Radio System ILA. Garland and Forney further covenant and agree not to institute any action, litigation or suit at law or in equity against Mesquite for any Claims arising out of or in any way relating to the termination of the Garland/Mesquite Radio System ILA provided Mesquite is not in "Default" (as defined in the Garland/Mesquite Radio System ILA) of the Garland/Mesquite Radio System ILA [or no event has occurred which, but for notice, the lapse of time or both would constitute a "Default" by Mesquite under the terms of the Garland/Mesquite Radio System ILA] and such termination is in accordance with the terms and provisions of the Garland/Mesquite Radio System ILA.**

[*Remainder of page intentionally left blank; Signature page to follow*]

EXECUTED this _____ day of _____, 2023.

CITY OF GARLAND, TEXAS
a Texas home-rule municipality

BY: _____
Judson Rex
City Manager

APPROVED AS TO FORM:

_____
Stephen M. Hines, Sr. Asst. City Attorney

EXECUTED this _____ day of _____, 2023.

CITY OF MESQUITE, TEXAS,
a Texas home-rule municipality

BY: _____
Cliff Keheley, City Manager

APPROVED AS TO FORM:

_____
Stephanie Neal, Asst. City Attorney

EXECUTED this 8th day of May, 2023.

CITY OF FORNEY, TEXAS
a Texas home-rule municipality

BY: _____
Charles W. Daniels, City Manager

APPROVED AS TO FORM:

_____
Jennifer Barnes Smith, City Attorney

EXHIBIT "A"

Interlocal Radio System Usage Agreement
(to be executed by System Owners and Forney concurrently with this Agreement)

EXHIBIT "B"

ASTRO Express to ASR upgrade equipment list
(Motorola Solutions)

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **7.**

Meeting Date: 06/06/2023

Item Title: Parking Restrictions on Colonel Drive

Submitted By: Paul Luedtke, Transportation Director

Summary of Request/Problem

Parking on Colonel Drive has created sight visibility and obstruction issues. Restrictions have been requested by the neighborhood to remedy these issues.

Recommendation/Action Requested and Justification

Restrict parking to prohibit parking at all times on the south side of Colonel Drive from Monticello Court to Commonwealth Drive.

Attachments

Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 33, "TRANSPORTATION" OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY CLAUSE, 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 Section 33.48, Paragraph A, "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 by the addition of the following:

Street	Extent	Side
Colonel Drive	Monticello Court To Commonwealth Drive	South

SECTION 2

That violation of the provisions of this Ordinance shall constitute a misdemeanor punishable in accordance with Section 10.01 through 10.06 of Chapter 10 of the Code of Ordinances, City of Garland, Texas.

SECTION 3

That Chapter 33 of the Code of Ordinances, City of Garland, Texas, shall 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 Section 10.01 through 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 CITY OF GARLAND, TEXAS

By:_____
Mayor

ATTEST:

_____
City Secretary

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **8.**

Meeting Date: 06/06/2023

Item Title: Revise the Garland Ordinance Regulating Ice Cream Truck Operations and Sales

Submitted By: Brian England, City Attorney

Summary of Request/Problem

Revisions to Garland's current Ordinance regarding Ice Cream Truck Operations. This item was presented at the May 15, 2023 Work Session meeting by Mayor Pro Tem Morris for the Community Services Committee Report.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Ice Cream Sales

ORDINANCE NO.

AN ORDINANCE REPEALING SECTION 228.231 OF SECTION 22.26, "AMENDMENTS MADE TO THE TEXAS FOOD ESTABLISHMENT RULES," OF CHAPTER 22, "HEALTH," 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 Section 228.231 of Section 22.26, "Amendments made to the Texas Food Establishment Rules," of Chapter 22, "Health," of the Code of Ordinances of the City of Garland, Texas, is hereby amended *by repealing* in its entirety Section 228.231.

Section 2

That Chapter 22 of the Code of Ordinances for 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 3

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 4

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

PASSED AND APPROVED this the ____ day of _____, 2023.

CITY OF GARLAND, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **9. a.**

Meeting Date: 06/06/2023

Item Title: 2023-2024 CDBG, HOME and ESG Federal Grant Allocation Public Hearing

Submitted By: Mona Woodard, Neighborhood Services Administrator

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Summary of Request/Problem

During the June 5, 2023, Work Session, Council was provided background information regarding the anticipated 2023-2024 Community Development Block Grant (CDBG), HOME Infill Partnership Grant (HOME), and the Emergency Solution Grant (ESG) entitlement funding, along with summaries of submitted applications.

As part of the allocation process, a public hearing is required to solicit comments from any interested parties relating to the 2023-2024 CDBG, HOME, and ESG grants.

Recommendation/Action Requested and Justification

Hold a public hearing to obtain comments from any interested parties.

GARLAND
PLANNING REPORT

City Council Regular Session Agenda **9. b.**

Meeting Date: 06/06/2023

Item Title: Z 23-09 Ron Hobbs Architecture & Interior Design - SUP Amendment (District 5)

Submitted By: Matthew Wolverton, Development Planner

REQUEST

Approval of an amendment to a Specific Use Provision for an existing Food Processing and Storage Use on a property zoned Industrial (IN) District.

Approval of a Plan for a Food Processing and Storage Use expansion.

LOCATION

2960 Market Street

OWNER

Bally Plus International

PLAN COMMISSION RECOMMENDATION

On May 8th, 2023 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of an amendment to a Specific Use Provision for an existing Food Processing and Storage Use on a property zoned Industrial (IN) District.

The Plan Commission, by a vote of nine (9) to zero (0), also recommended approval of a Plan for a Food Processing and Storage Use expansion.

STAFF RECOMMENDATION

Approval of an amendment to a Specific Use Provision for a Food Processing and Storage Use on a property zoned Industrial (IN) District.

Approval of a Plan for a Food Processing and Storage Use expansion.

BACKGROUND

The subject property has an approved SUP (S 19-34) for a Food Processing and Storage use. The applicant requests an expansion of the warehouse space of the existing building and current use on the property. Therefore, a SUP revision is required through the Public Hearing process.

Food Processing and Storage is defined in the Garland Development Code as a large-scale

manufacturing operation that prepares or produces foods and beverages for human consumption, primarily for commercial and wholesale customers for off-site distribution and consumption. The term includes dry and cold storage of food products, unless they are incidental to another primary use such as a grocery store or a restaurant. The term may include incidental retail sales of food products produced on the premises. The term does not include the preparation or manufacture of products for consumption by animals, or the slaughtering of any type of animal other than sea life.

The use on the subject property includes the packing of frozen foods from outside supplies, and the warehousing and shipping of the products.

SITE DATA

The 2.187-acre site is accessed from Market Street.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Industrial (IN) District with a Specific Use Provision (S 19-34) for Food Processing and Storage Use.

CONSIDERATIONS

1. The applicant proposes to construct a 9,286 square-foot expansion of the existing Food Processing and Storage Use building.

2. The applicant is requesting approval of a twenty-five (25) year Specific Use Provision. The SUP Time Period Guide recommends twenty (20) to twenty-five (25) years for Food Processing & Storage.

3. The site layout (Exhibit C) for the proposed expansion complies with the Garland Development Code (GDC).

4. Additional landscaping and screening were not triggered by this request; therefore, the landscape layout (Exhibit D) for the proposed expansion complies with the Garland Development Code (GDC).

5. The building elevations (Exhibit E) for the proposed expansion comply with the Garland Development Code (GDC).

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan designates this property as Industry Centers.

Industry centers provide a cluster of trade and industry that cumulatively employ large numbers of people. Operations within this development type may require substantial infrastructure and may result in more significant negative impacts (sound, air, traffic, outdoor lighting, storage, etc.). Operations may include such elements as semi-truck traffic, loading docks, and visible outdoor storage. Overall, the architecture, character, scale, and intensity should be compatible with adjacent development types. Industry centers are generally located along major arterial streets, and highways and at significant transit areas (bus/ rail). Site design addresses function and visual aesthetic that provide appropriate buffering at gateway corridors, between adjacent developments, and for residential neighborhoods.

The expansion of the use is appropriate in this industrial area and the proposal is generally compatible with the Comprehensive Plan.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties surrounding the site are zoned Industrial (IN) District. These properties include similar uses such as manufacturing, storage, warehousing, and distribution. The current use, the packing of frozen foods from outside suppliers, was already approved in the currently active SUP 19-34.

The proposed use is generally compatible with the surrounding area.

Attachments

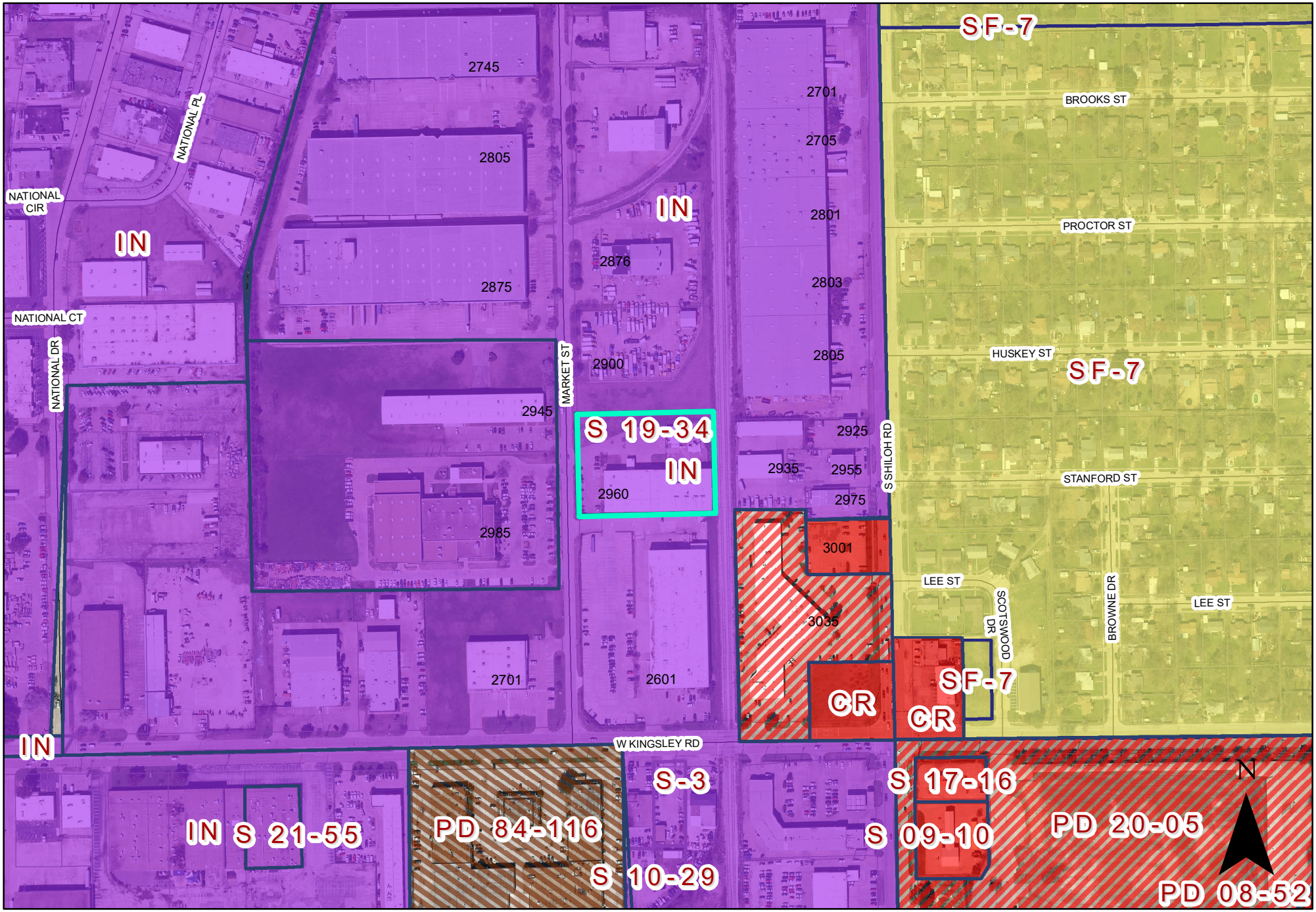
Z 23-09 Location Map

Z 23-09 Exhibit B

Z 23-09 R&M - SUP

Z 23-09 Responses

Z 23-09 Staff Presentation



0 220 440 Feet

1 inch = 330 feet

ZONING MAP Z 23-09

INDICATES AREA OF REQUEST

2960 Market Street

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 23-09

2960 Market Street

I. Statement of Purpose: The purpose of this Specific Use Provision amendment is to allow the expansion of a Food Processing and 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 and Site Development Standards as set forth in Chapter 2 and 4 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

Site Layout: The site shall be in general conformance with the approved Site Plan, Landscape Plan, and Elevations labeled Exhibit C, Exhibit D, and Exhibit E. In the event of conflict between the conditions and the site plan, the written conditions listed below are to apply.

V. 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.

VI. Specific Regulations:

A. SUP Time Period: The Specific Use Provision for a Food Processing and Storage Facility shall be in effect for a period of twenty-five (25) years.

B. Maintenance requirements:

(1) Landscaping must be continuously maintained in a healthy, growing condition and in compliance with this 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 landscaping as promptly as needed to comply with the requirements of this subsection. All exposed ground surfaces 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 and in no event later than sixty days after notification by the City. In the event the property owner fails to remedy a violation of any landscaping maintenance regulation within sixty days of the City sending notice, the City may, in addition to any other remedy available by law, suspend, withhold, or revoke city permits, approvals, consents and the certificate of occupancy for the retail fuel

pumps and convenience store. See Section 4 of the granting ordinance.

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

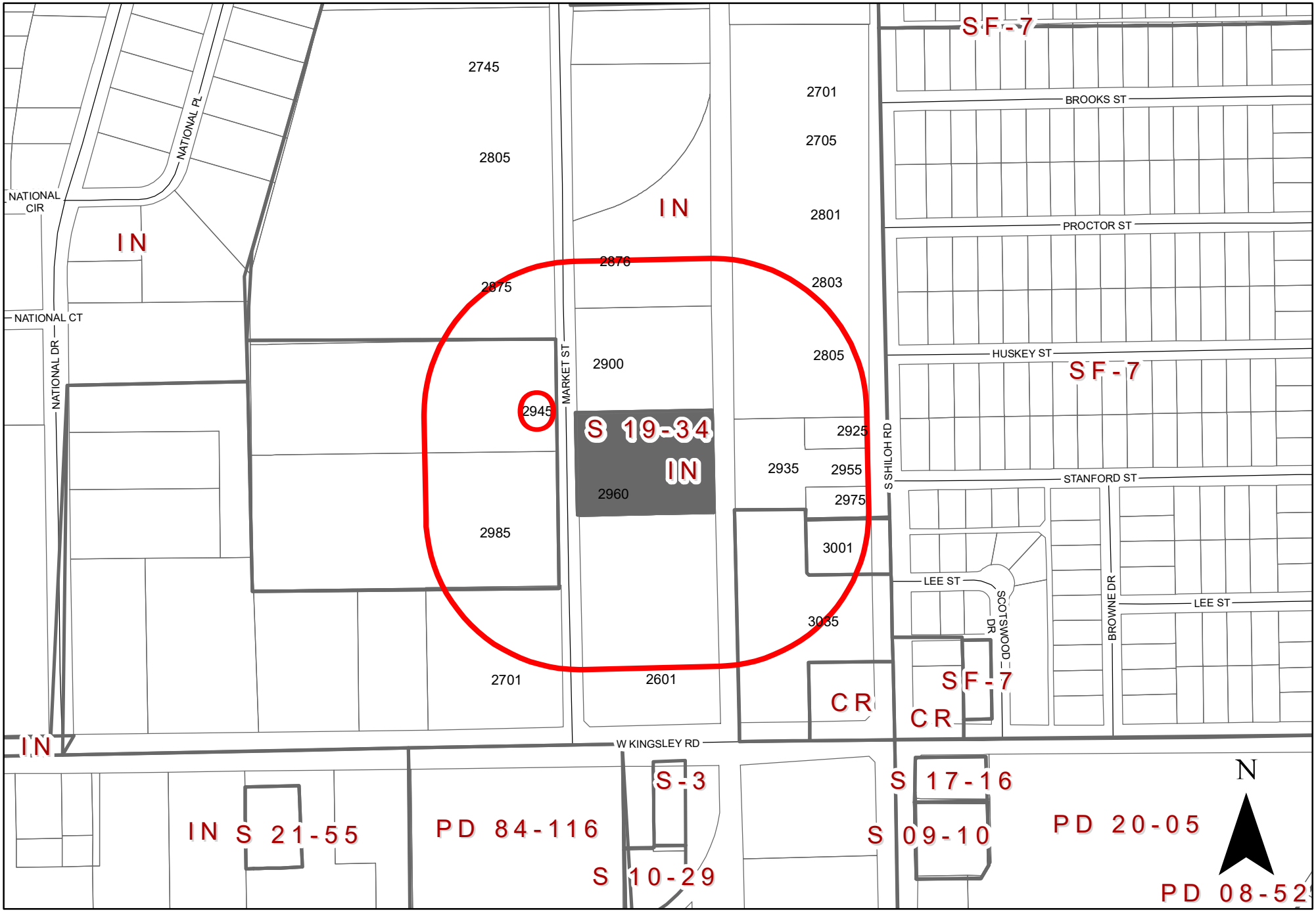
EXHIBIT B

REPORT & MINUTES

P.C. Meeting, May 8, 2023

3a. APPROVED Consideration of the application of **Ron Hobbs Architecture & Interior Design**, requesting approval of a Specific Use Provision amendment for an existing Food Processing and Storage use on a property zoned Industrial (IN) District. This property is located at 2960 Market Street. (District 5) (Z 23-09 – Specific Use Provision)

Motion was made by Commissioner Aubin to close the public hearing and **approve** the application per staff recommendation. Seconded by Commissioner Paris. **Motion carried**: **9** Ayes, **0** Nays.



0 220 440 Feet

1 inch = 330 feet

ZONING MAP Z 23-09

INDICATES AREA OF REQUEST

INDICATES NOTIFICATION AREA

2960 Market Street

Comment Form
Case Z 23-09

Z 23-09 Ron Hobbs Architecture & Interior Design. The applicant proposes an expansion to an existing Food Processing and Storage building. The site is located at 2960 Market Street. (District 5)

Z 23-09 Ron Hobbs Architecture & Interior Design. El solicitante propone una expansión a un edificio existente de procesamiento y almacenamiento de alimentos. El sitio está ubicado en 2960 Market Street. (Distrito 5)

Z 23-09 Ron Hobbs Architecture & Interior Design. Người nộp đơn đề xuất mở rộng tòa nhà Bảo quản và Chế biến Thực phẩm hiện có. Địa điểm tọa lạc tại 2960 Market Street. (Quận 5)

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 75406-9002./ 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 75406-9002./ 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 75406-9002.

Jerry W. Cook Pres

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.)

2945 Market St

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland TX 75041

City, State / Estado de la Ciudad / Thành bang

75041

Zip Code / Código postal / Mã Bưu Chính

Signature / Firma / Chữ 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.)

GARLAND
TEXAS MADE HERE

The applicant requests an expansion to an existing Food Processing and Storage building.

City Council Meeting

June 06, 2023

Z 23-09

GARLAND
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CASE INFORMATION

Location: 2960 Market Street

Applicant: Ron Hobbs Architecture & Interior Design

Owner: Bally Plus International

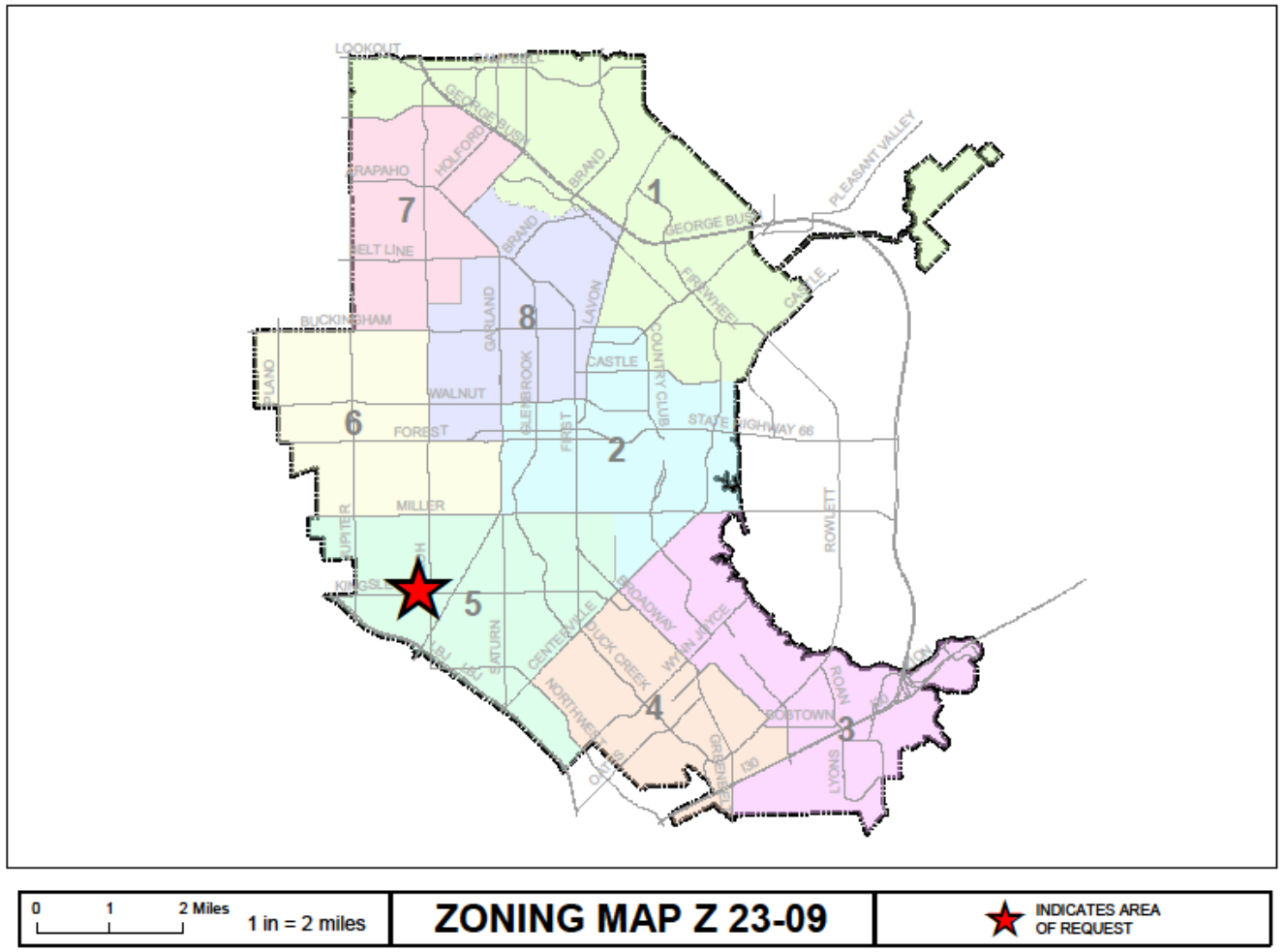
Acreage: 2.187 acres

Zoning: Industrial (IN) District

Z 23-09

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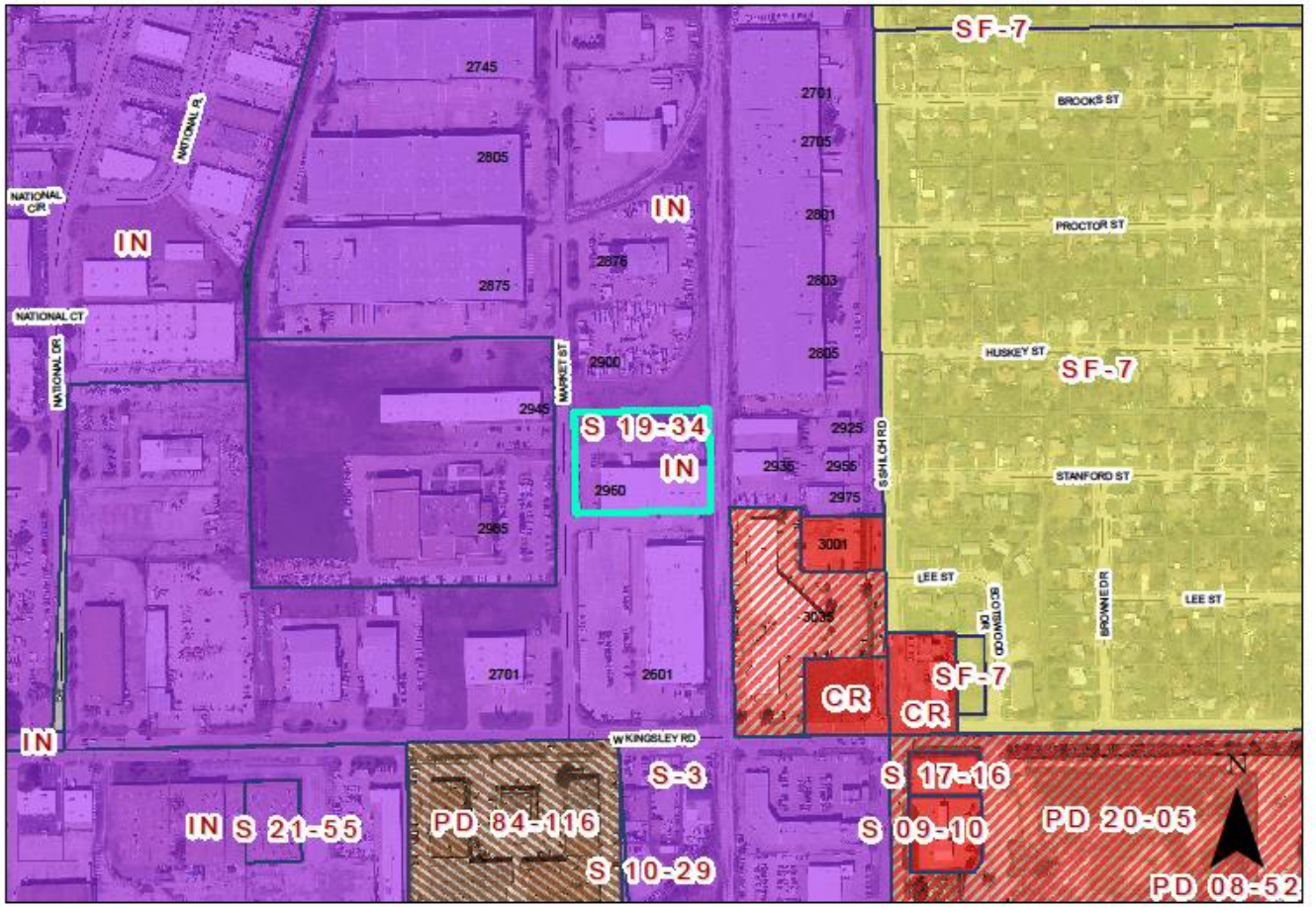
CITYWIDE LOCATION MAP



Z 23-09

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LOCATION MAP

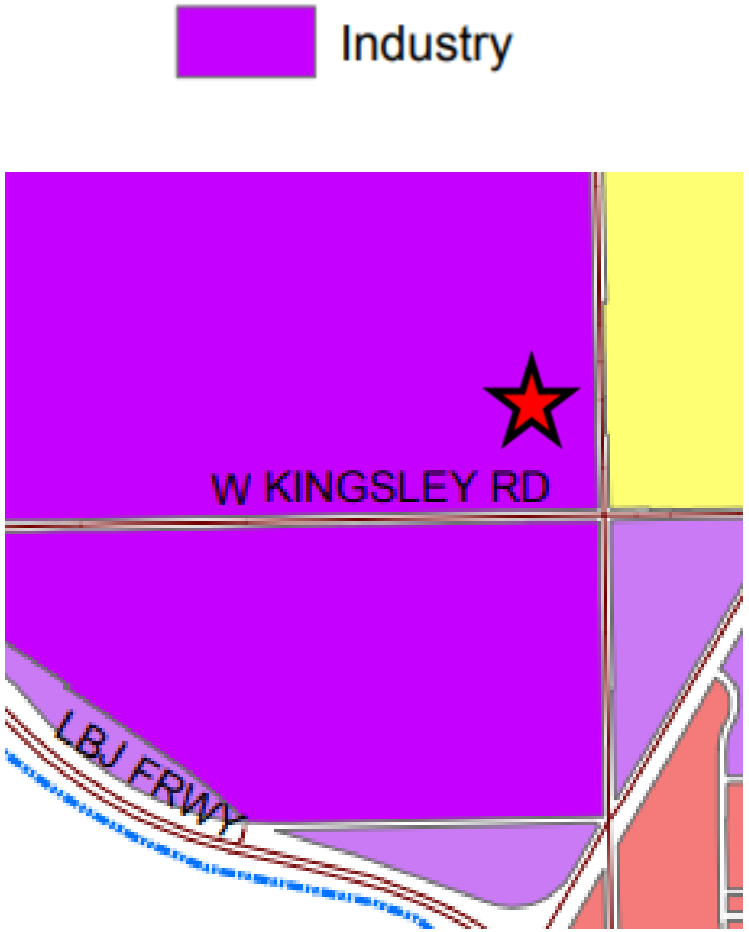


2960 Market Street

Z 23-09

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COMPREHENSIVE PLAN



Z 23-09

GARLAND
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COMPREHENSIVE PLAN

Industry centers provide a cluster of trade and industry that cumulatively employ large numbers of people. Operations within this development type may require substantial infrastructure and may result in more significant negative impacts (sound, air, traffic, outdoor lighting, storage, etc.). Operations may include such elements as semi-truck traffic, loading docks, and visible outdoor storage. Overall, the architecture, character, scale, and intensity should be compatible with adjacent development types. Industry centers are generally located along major arterial streets, and highways and at significant transit areas (bus/ rail). Site design addresses function and visual aesthetics that provide appropriate buffering at gateway corridors, between adjacent developments, and for residential neighborhoods.

The expansion of the use is appropriate in this industrial area and the proposal is generally compatible with the Comprehensive Plan.

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PHOTOS



View of the subject site looking East from Market Street



View from the subject site looking West across Market Street



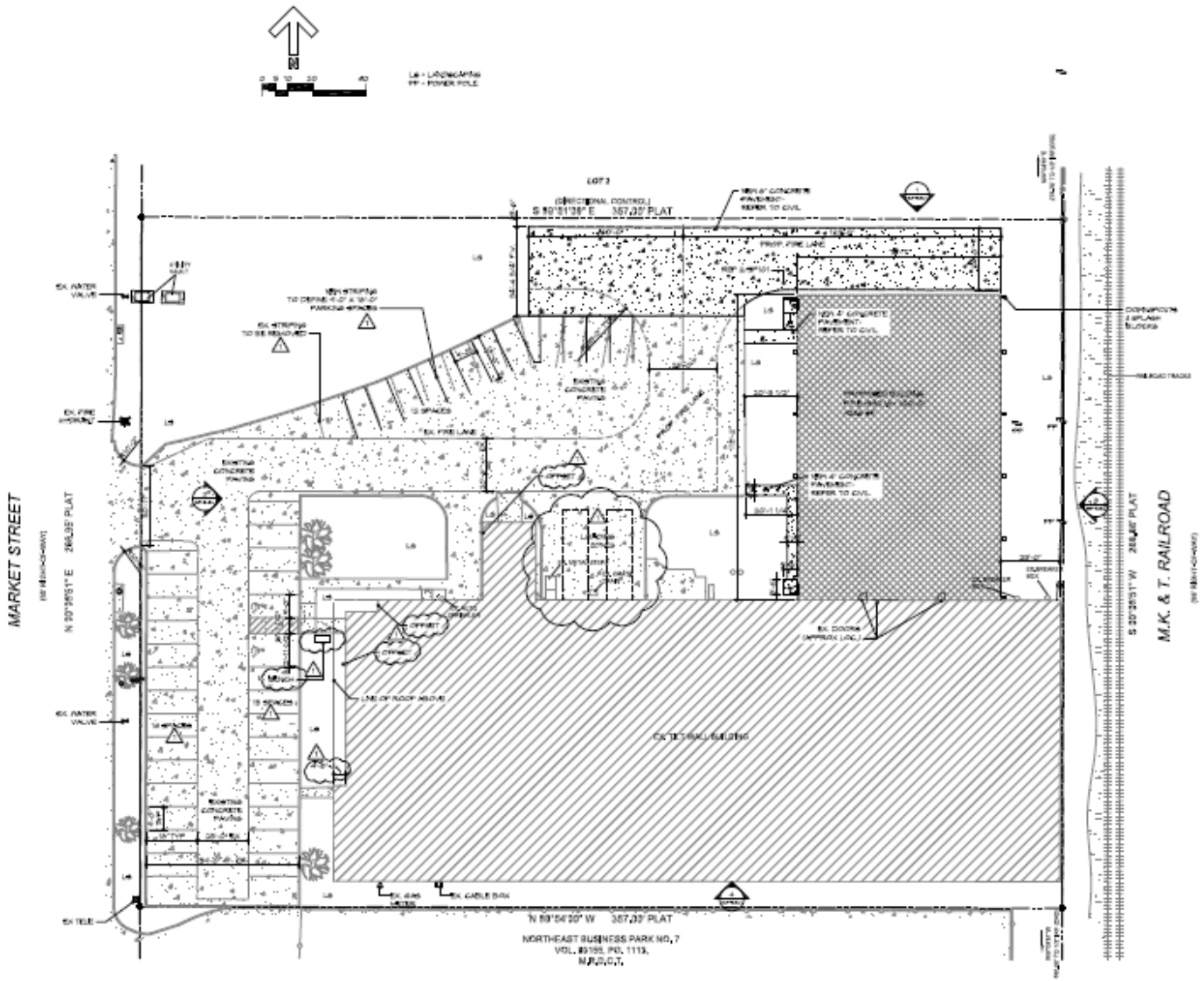
View from the subject site looking North along Market Street



View from the subject site looking South down Market Street

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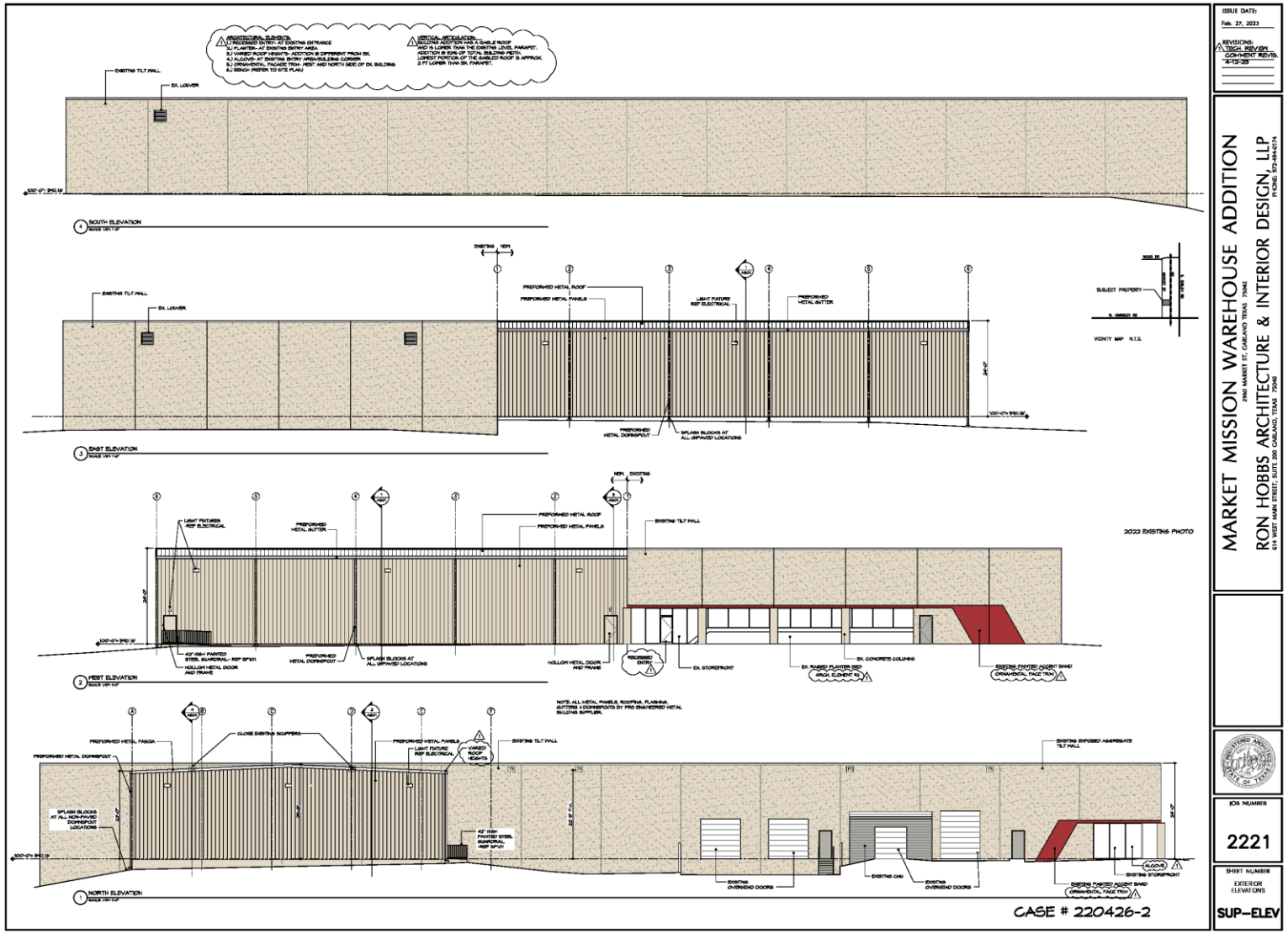
SITE PLAN



Z 23-09

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BUILDING ELEVATIONS



Z 23-09

GARLAND
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SPECIFIC USE PROVISION

No deviations are being requested by the applicant.

The applicant is requesting the SUP to be valid for twenty-five (25) years, which aligns with the SUP time period guide.

GARLAND
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STAFF RECOMMENDATION

Approval of a Specific Use Provision for a Food Processing and Storage Use expansion.

Approval of a Plan for a Food Processing and Storage Use expansion.

PLAN COMMISSION RECOMMENDATION

Approval of a Specific Use Provision for a Food Processing and Storage Use expansion.

Approval of a Plan for a Food Processing and Storage Use expansion.

Z 23-09

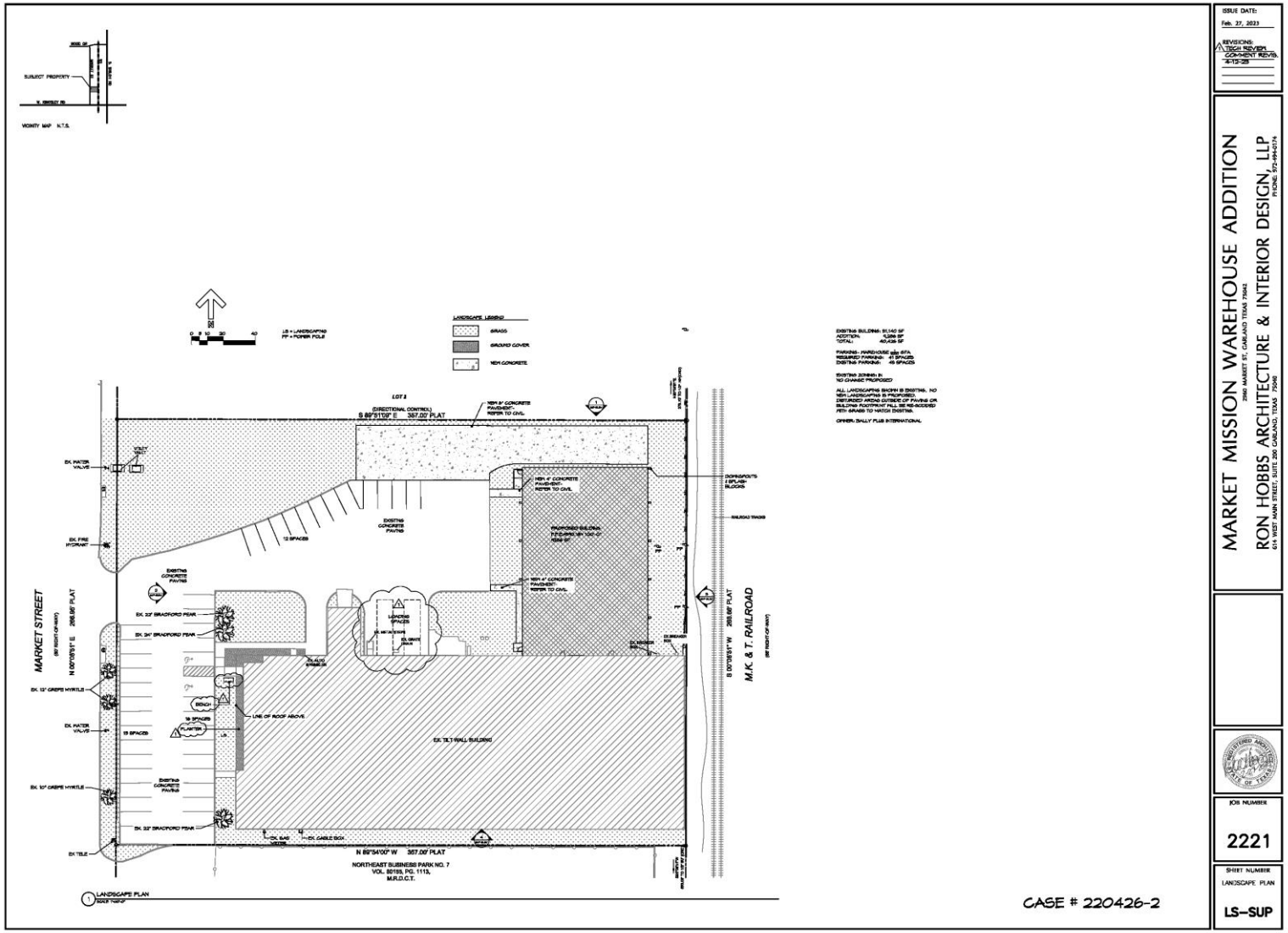
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LANDSCAPE PLAN



Z 23-09

GARLAND
PLANNING REPORT

City Council Regular Session Agenda **9. c.**

Meeting Date: 06/06/2023

Item Title: Z 23-09 Ron Hobbs Architecture & Interior Design - Plan (District 5)

Submitted By: Matthew Wolverton, Development Planner

REQUEST

Approval of an amendment to a Specific Use Provision for an existing Food Processing and Storage Use on a property zoned Industrial (IN) District.

Approval of a Plan for a Food Processing and Storage Use expansion.

LOCATION

2960 Market Street

OWNER

Bally Plus International

PLAN COMMISSION RECOMMENDATION

On May 8th, 2023 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of an amendment to a Specific Use Provision for an existing Food Processing and Storage Use on a property zoned Industrial (IN) District.

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STAFF RECOMMENDATION

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BACKGROUND

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The use on the subject property includes the packing of frozen foods from outside supplies, and the warehousing and shipping of the products.

SITE DATA

The 2.187-acre site is accessed from Market Street.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Industrial (IN) District with a Specific Use Provision (S 19-34) for Food Processing and Storage Use.

CONSIDERATIONS

1. The applicant proposes to construct a 9,286 square-foot expansion of the existing Food Processing and Storage Use building.

2. The applicant is requesting approval of a twenty-five (25) year Specific Use Provision. The SUP Time Period Guide recommends twenty (20) to twenty-five (25) years for Food Processing & Storage.

3. The site layout (Exhibit C) for the proposed expansion complies with the Garland Development Code (GDC).

4. Additional landscaping and screening were not triggered by this request; therefore, the landscape layout (Exhibit D) for the proposed expansion complies with the Garland Development Code (GDC).

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COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan designates this property as Industry Centers.

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COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

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The proposed use is generally compatible with the surrounding area.

Attachments

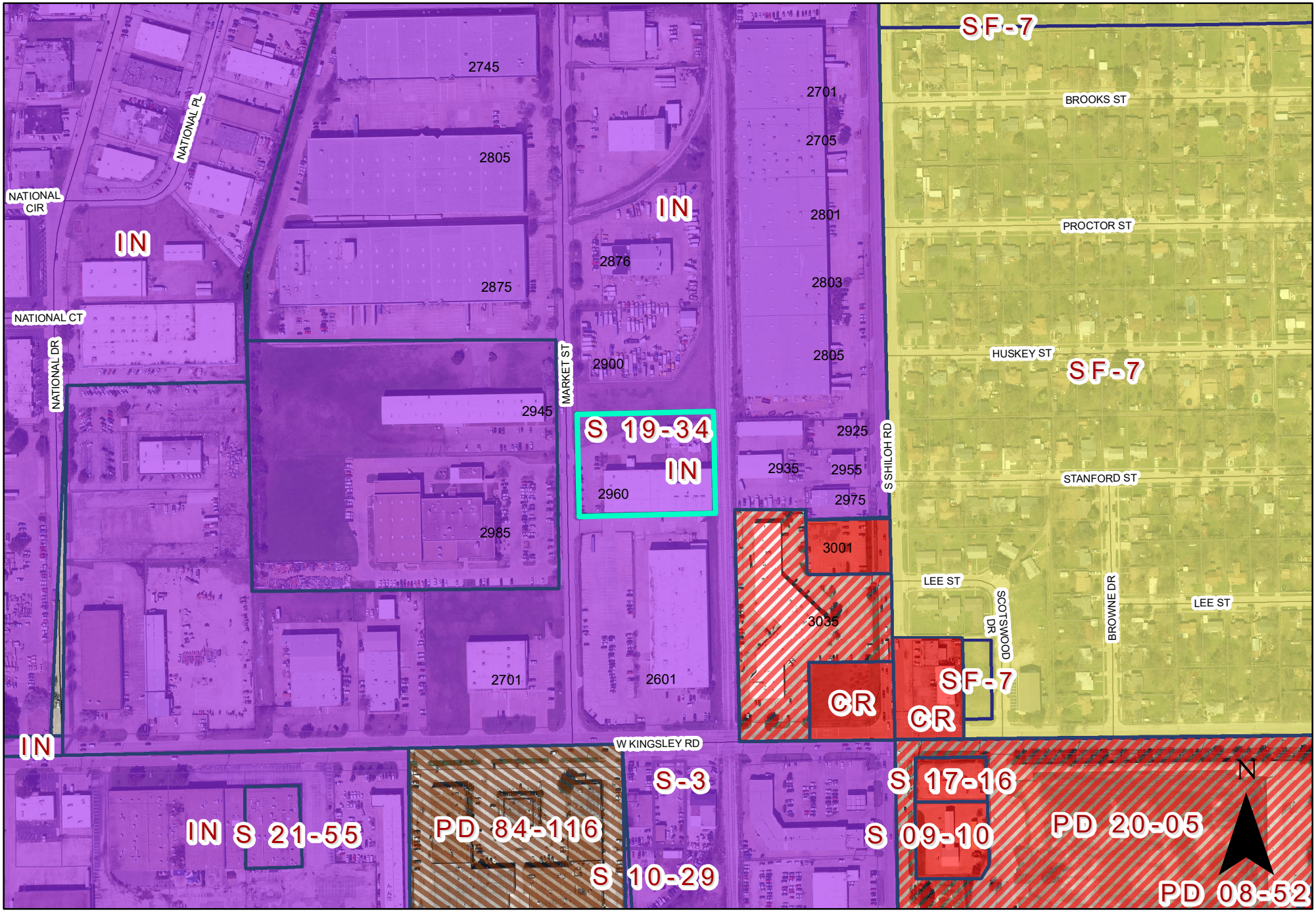
Z 23-09 Location Map

Z 23-09 Exhibits C-E

Z 23-09 R&M - Plan

Z 23-09 Responses

Z 23-09 Staff Presentation



0 220 440 Feet

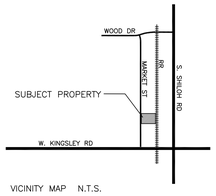
1 inch = 330 feet

ZONING MAP Z 23-09

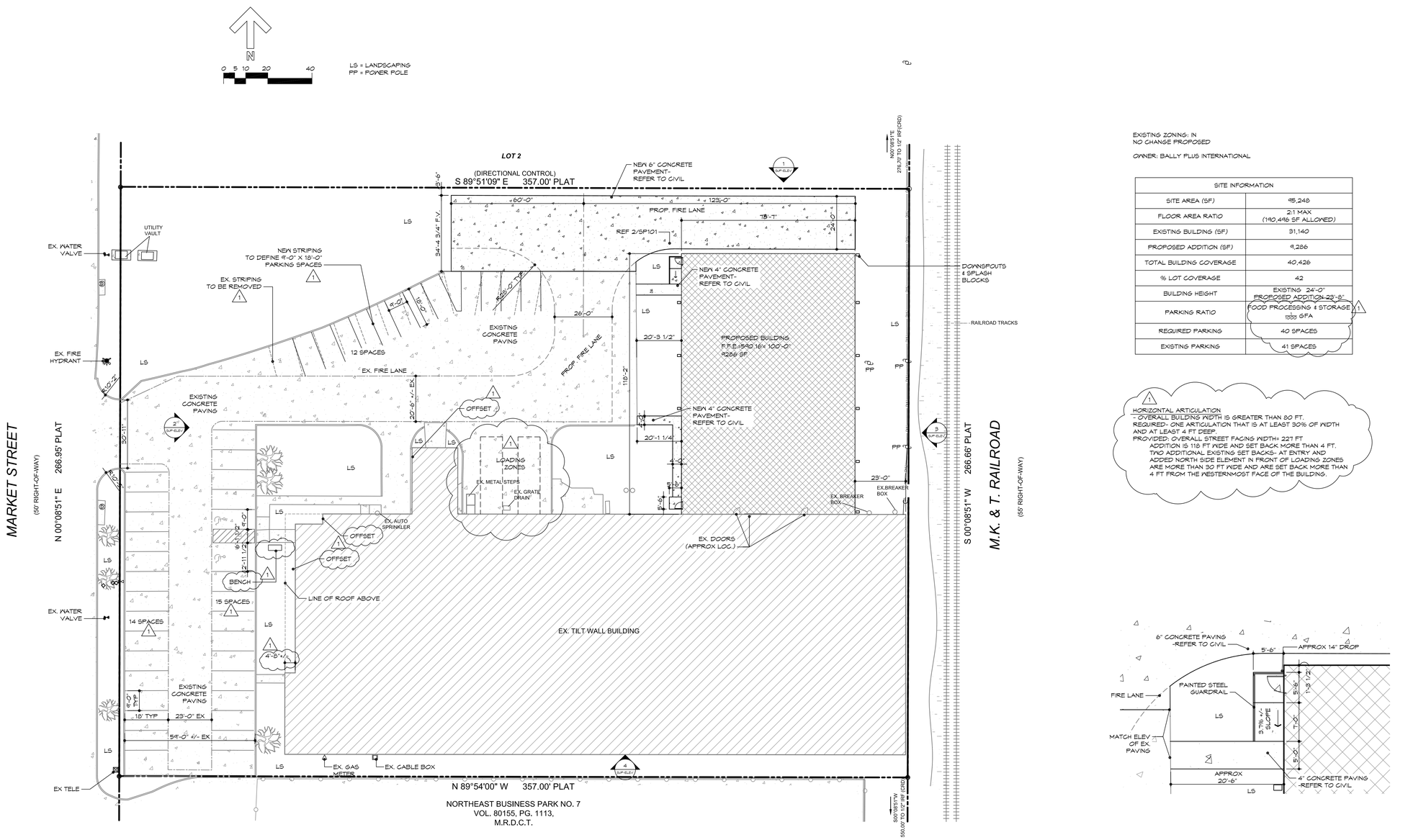
INDICATES AREA OF REQUEST

2960 Market Street

EXHIBIT C



VICINITY MAP N.T.S.



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

EXISTING ZONING: IN
NO CHANGE PROPOSED

OWNER: BALLY PLUS INTERNATIONAL

SITE INFORMATION	
SITE AREA (SF)	95,248
FLOOR AREA RATIO	2:1 MAX (190,496 SF ALLOWED)
EXISTING BUILDING (SF)	31,140
PROPOSED ADDITION (SF)	9,286
TOTAL BUILDING COVERAGE	40,426
% LOT COVERAGE	42
BUILDING HEIGHT	EXISTING 24'-0" PROPOSED ADDITION 23'-8"
PARKING RATIO	FOOD PROCESSING & STORAGE 1000 GFA
REQUIRED PARKING	40 SPACES
EXISTING PARKING	41 SPACES

1 HORIZONTAL ARTICULATION
- OVERALL BUILDING WIDTH IS GREATER THAN 80 FT.
REQUIRED- ONE ARTICULATION THAT IS AT LEAST 30% OF WIDTH AND AT LEAST 4 FT DEEP.
PROVIDED: OVERALL STREET FACING WIDTH= 221 FT
ADDITION IS 110 FT WIDE AND SET BACK MORE THAN 4 FT.
TWO ADDITIONAL EXISTING SET BACKS- AT ENTRY AND ADDED NORTH SIDE ELEMENT IN FRONT OF LOADING ZONES ARE MORE THAN 30 FT WIDE AND ARE SET BACK MORE THAN 4 FT FROM THE WESTERNMOST FACE OF THE BUILDING.

2 SITE DETAIL PLAN
SCALE: 1/8" =1'-0"

CASE # 220426-2

ISSUE DATE:
Feb. 27, 2023

REVISIONS:
1 TECH. REVIEW COMMENT REVIS. 4-12-23

MARKET MISSION WAREHOUSE ADDITION

2960 MARKET ST, GARLAND TEXAS 75042

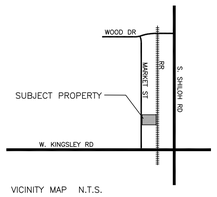
RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP
614 WEST MAIN STREET, SUITE 200 GARLAND, TEXAS 75040
PHONE: 972-494-0174

REGISTERED ARCHITECT STATE OF TEXAS

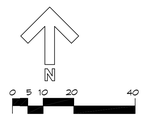
JOB NUMBER
2221

SHEET NUMBER
SITE PLAN- SUP
SP-SUP

EXHIBIT D



VICINITY MAP N.T.S.



LS = LANDSCAPING
PP = POWER POLE

LANDSCAPE LEGEND
- GRASS
- GROUND COVER
- NEW CONCRETE

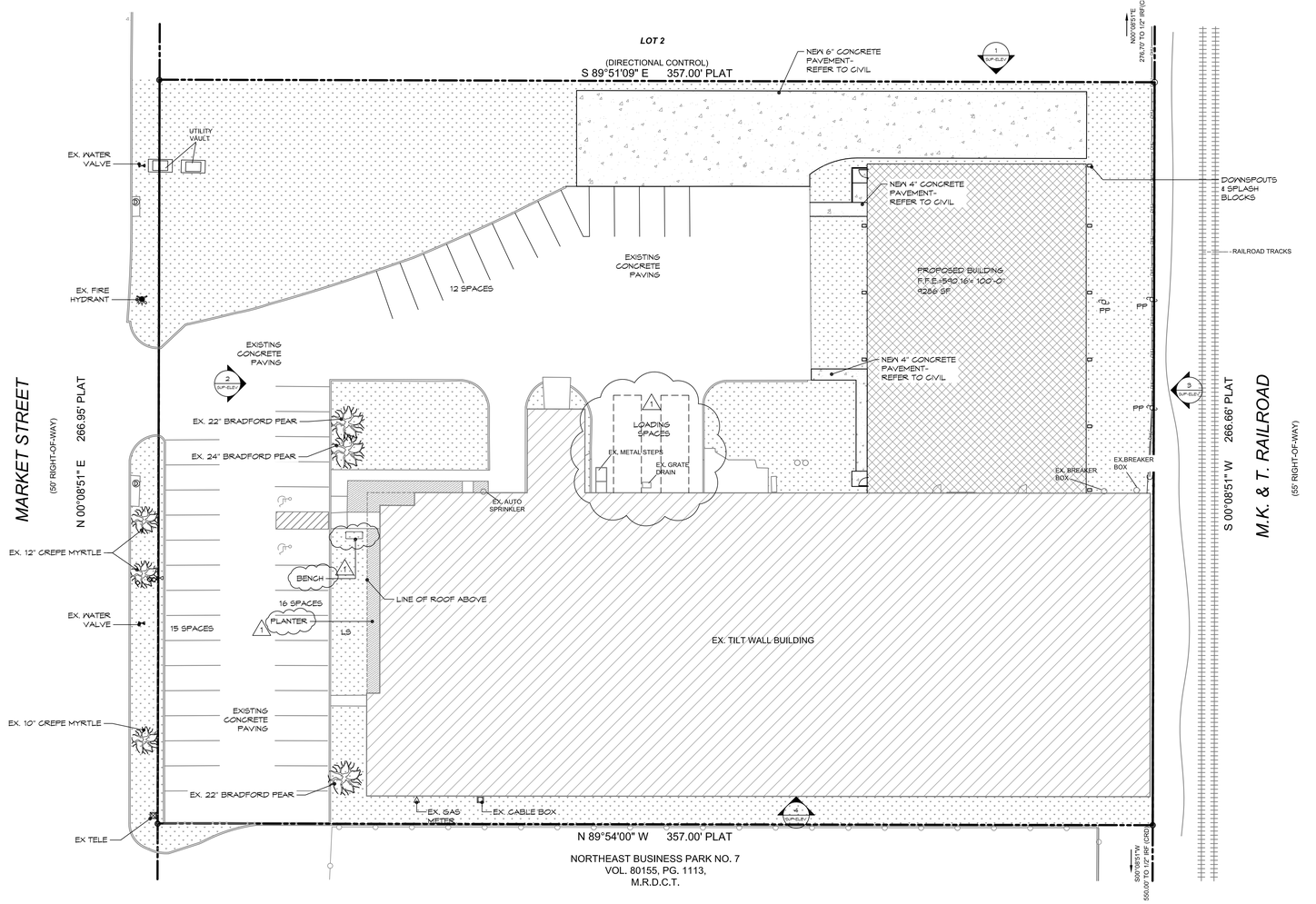
EXISTING BUILDING: 31,140 SF
ADDITION: 9,286 SF
TOTAL: 40,426 SF

PARKING- WAREHOUSE $\frac{1}{1000}$ GFA
REQUIRED PARKING: 41 SPACES
EXISTING PARKING: 43 SPACES

EXISTING ZONING: IN
NO CHANGE PROPOSED

ALL LANDSCAPING SHOWN IS EXISTING. NO NEW LANDSCAPING IS PROPOSED
DISTURBED AREAS OUTSIDE OF PAVING OR BUILDING FOOTPRINT WILL BE RE-SODDED WITH GRASS TO MATCH EXISTING.

OWNER: BALLY PLUS INTERNATIONAL



1 LANDSCAPE PLAN
SCALE: 1"=20'-0"

CASE # 220426-2

ISSUE DATE:
Feb. 27, 2023

REVISIONS:
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MARKET MISSION WAREHOUSE ADDITION
2960 MARKET ST, GARLAND TEXAS 75042

RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP
614 WEST MAIN STREET, SUITE 200 GARLAND, TEXAS 75040
PHONE: 972-494-0174

REGISTERED ARCHITECT
RONALD L. HOBBS
STATE OF TEXAS

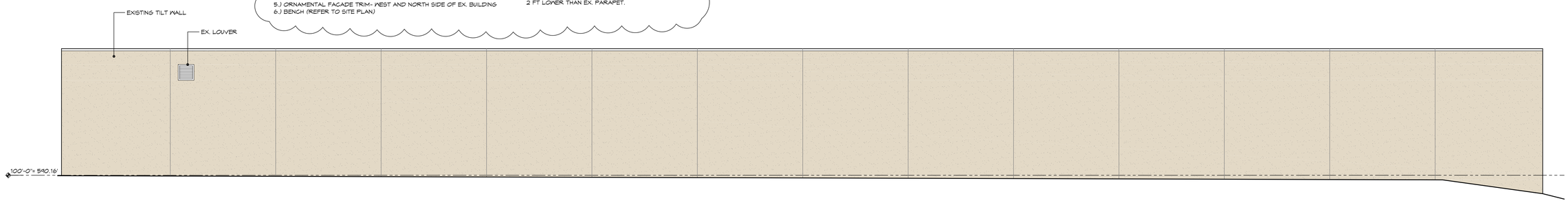
JOB NUMBER
2221

SHEET NUMBER
LANDSCAPE PLAN
LS-SUP

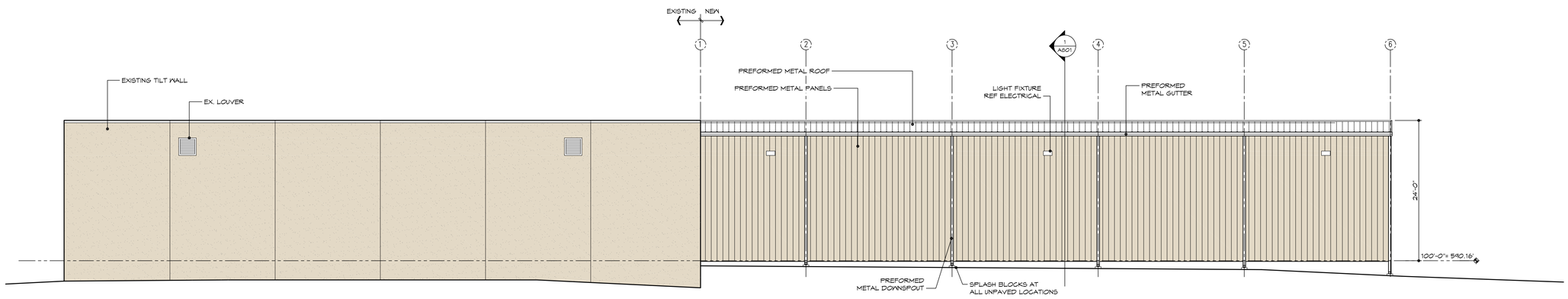
EXHIBIT E

ARCHITECTURAL ELEMENTS:
1 1.) RECESSED ENTRY- AT EXISTING ENTRANCE
2.) PLANTER- AT EXISTING ENTRY AREA
3.) VARIED ROOF HEIGHTS- ADDITION IS DIFFERENT FROM EX.
4.) ALCOVE- AT EXISTING ENTRY AREA/BUILDING CORNER
5.) ORNAMENTAL FACADE TRIM- WEST AND NORTH SIDE OF EX. BUILDING
6.) BENCH (REFER TO SITE PLAN)

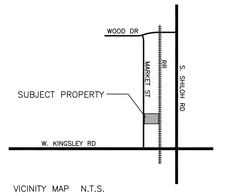
VERTICAL ARTICULATION:
1 BUILDING ADDITION HAS A GABLE ROOF AND IS LOWER THAN THE EXISTING LEVEL PARAPET. ADDITION IS 52% OF TOTAL BUILDING WIDTH. LOWEST PORTION OF THE GABLED ROOF IS APPROX. 2 FT LOWER THAN EX. PARAPET.



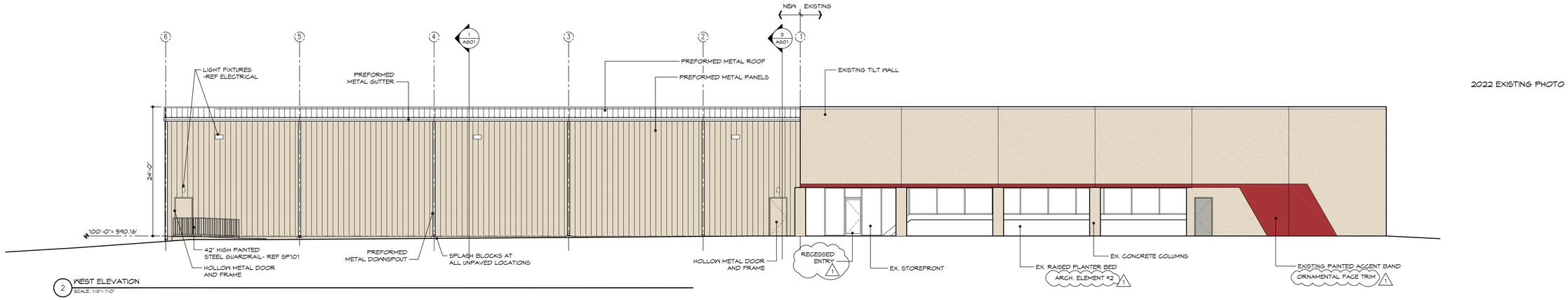
4 SOUTH ELEVATION
SCALE: 1/8"= 1'-0"



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

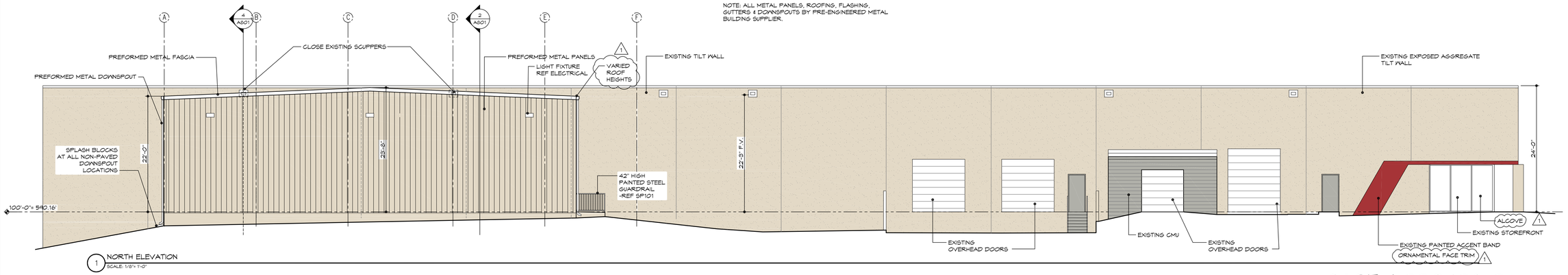


VICINITY MAP N.T.S.



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

2022 EXISTING PHOTO



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

NOTE: ALL METAL PANELS, ROOFING, FLASHING, GUTTERS & DOWNSPOUTS BY PRE-ENGINEERED METAL BUILDING SUPPLIER.

CASE # 220426-2

ISSUE DATE:
Feb. 27, 2023

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MARKET MISSION WAREHOUSE ADDITION

2960 MARKET ST, GARLAND TEXAS 75042

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614 WEST MAIN STREET, SUITE 200 GARLAND, TEXAS 75040
PHONE: 972-494-0174

REGISTERED ARCHITECT
STATE OF TEXAS

JOB NUMBER
2221

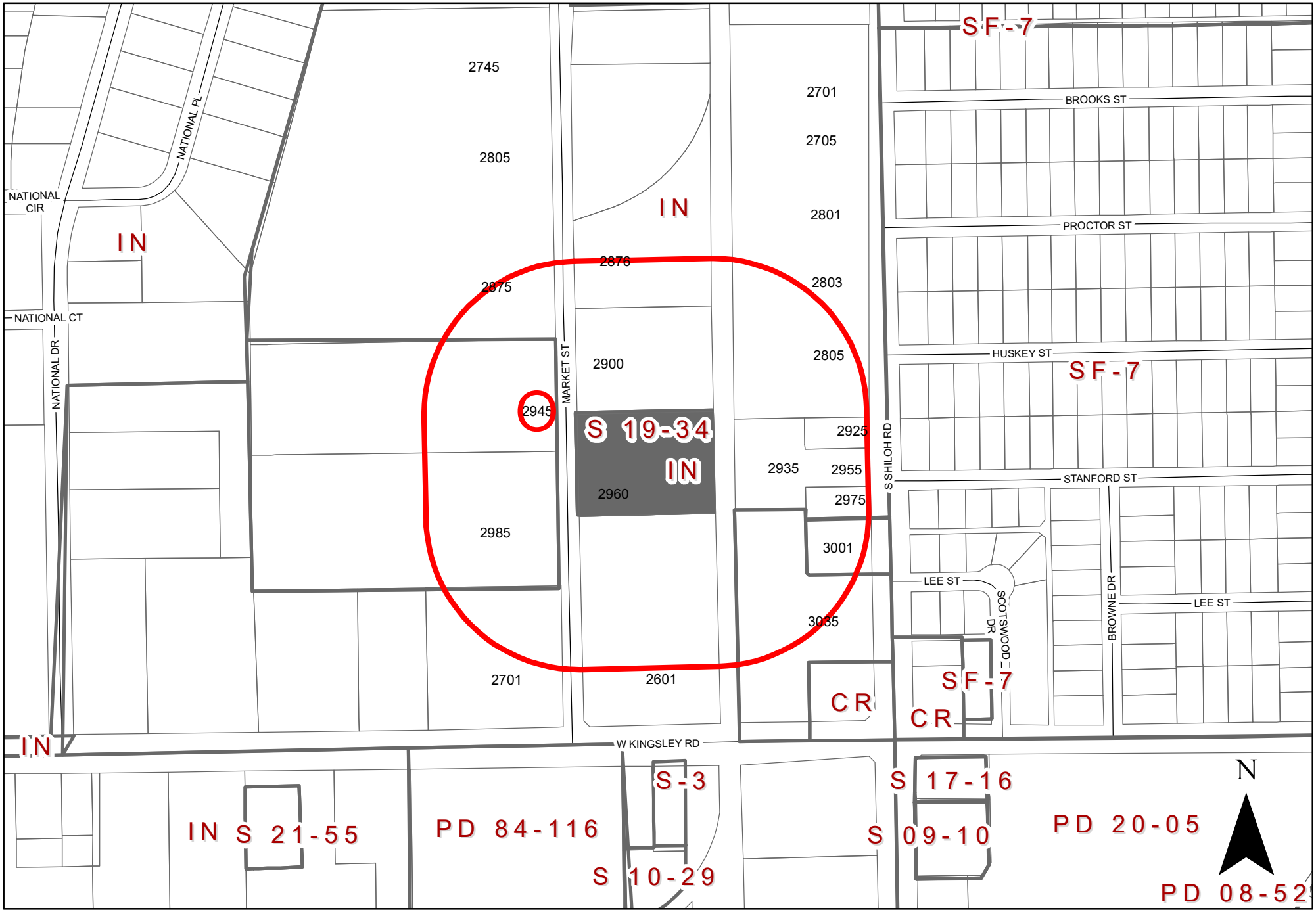
SHEET NUMBER
EXTERIOR ELEVATIONS
SUP-ELEV

REPORT & MINUTES

P.C. Meeting, May 8, 2023

3b. APPROVED Consideration of the application of **Ron Hobbs Architecture & Interior Design**, requesting approval of a Plan for a Food Processing and Storage Use expansion. This property is located at 2960 Market Street. (District 5) (Z 23-09 – Plan)

Motion was made by Commissioner Aubin to close the public hearing and **approve** the application per staff recommendation. Seconded by Commissioner Paris. **Motion carried**: **9** Ayes, **0** Nays.



0 220 440 Feet

1 inch = 330 feet

ZONING MAP Z 23-09

INDICATES AREA OF REQUEST

INDICATES NOTIFICATION AREA

2960 Market Street

Comment Form
Case Z 23-09

Z 23-09 Ron Hobbs Architecture & Interior Design. The applicant proposes an expansion to an existing Food Processing and Storage building. The site is located at 2960 Market Street. (District 5)

Z 23-09 Ron Hobbs Architecture & Interior Design. El solicitante propone una expansión a un edificio existente de procesamiento y almacenamiento de alimentos. El sitio está ubicado en 2960 Market Street. (Distrito 5)

Z 23-09 Ron Hobbs Architecture & Interior Design. Người nộp đơn đề xuất mở rộng tòa nhà Bảo quản và Chế biến Thực phẩm hiện có. Địa điểm tọa lạc tại 2960 Market Street. (Quận 5)

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 75406-9002./ 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 75406-9002./ 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 75406-9002.

Jerry W. Cook Pres

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.)

2945 Market St

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland TX 75041

City, State / Estado de la Ciudad / Thành bang

75041

Zip Code / Código postal / Mã Bưu Chính

Signature / Firma / Chữ 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.)

GARLAND
TEXAS MADE HERE

The applicant requests an expansion to an existing Food Processing and Storage building.

City Council Meeting

June 06, 2023

Z 23-09

GARLAND
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CASE INFORMATION

Location: 2960 Market Street

Applicant: Ron Hobbs Architecture & Interior Design

Owner: Bally Plus International

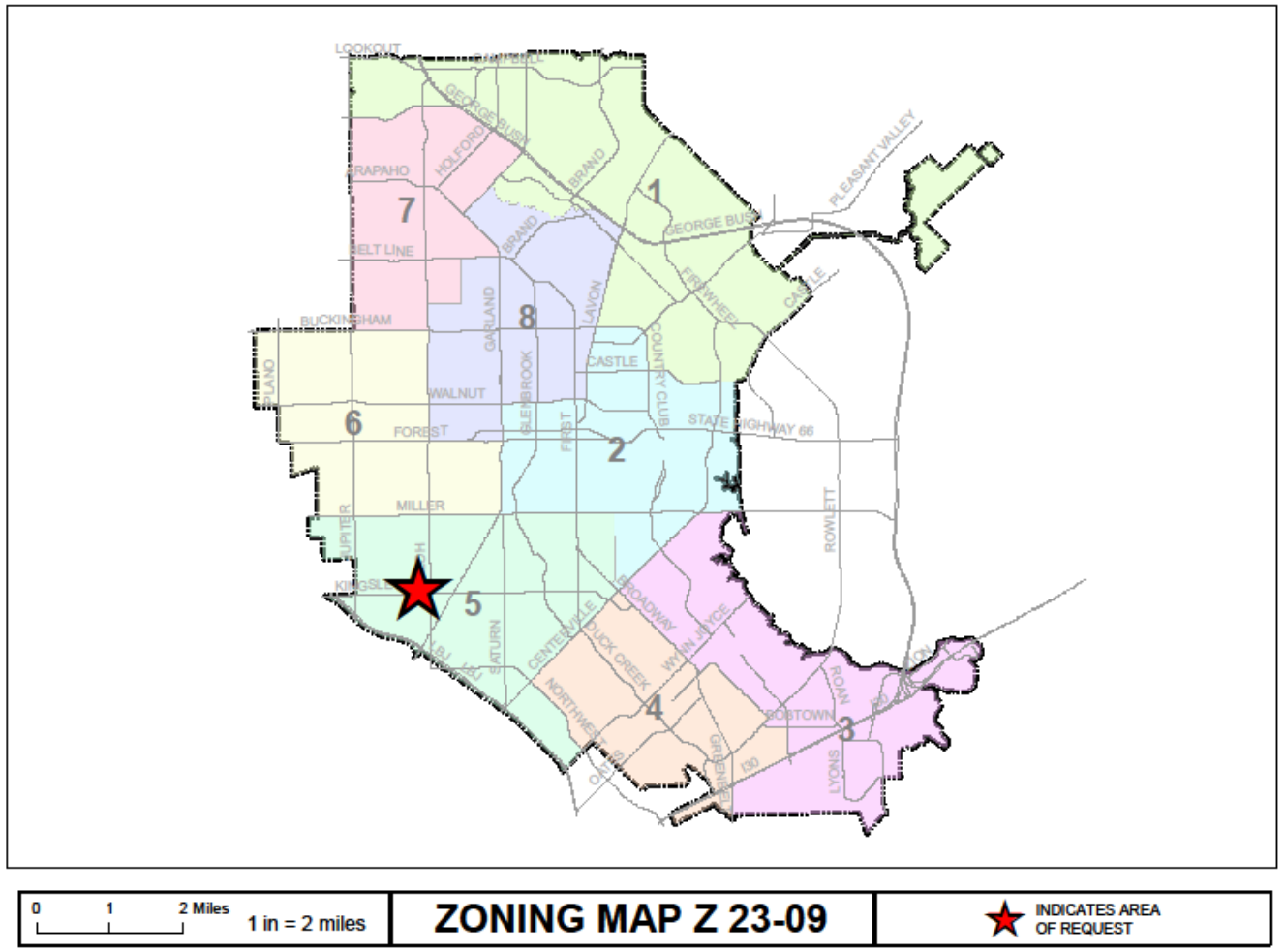
Acreage: 2.187 acres

Zoning: Industrial (IN) District

Z 23-09

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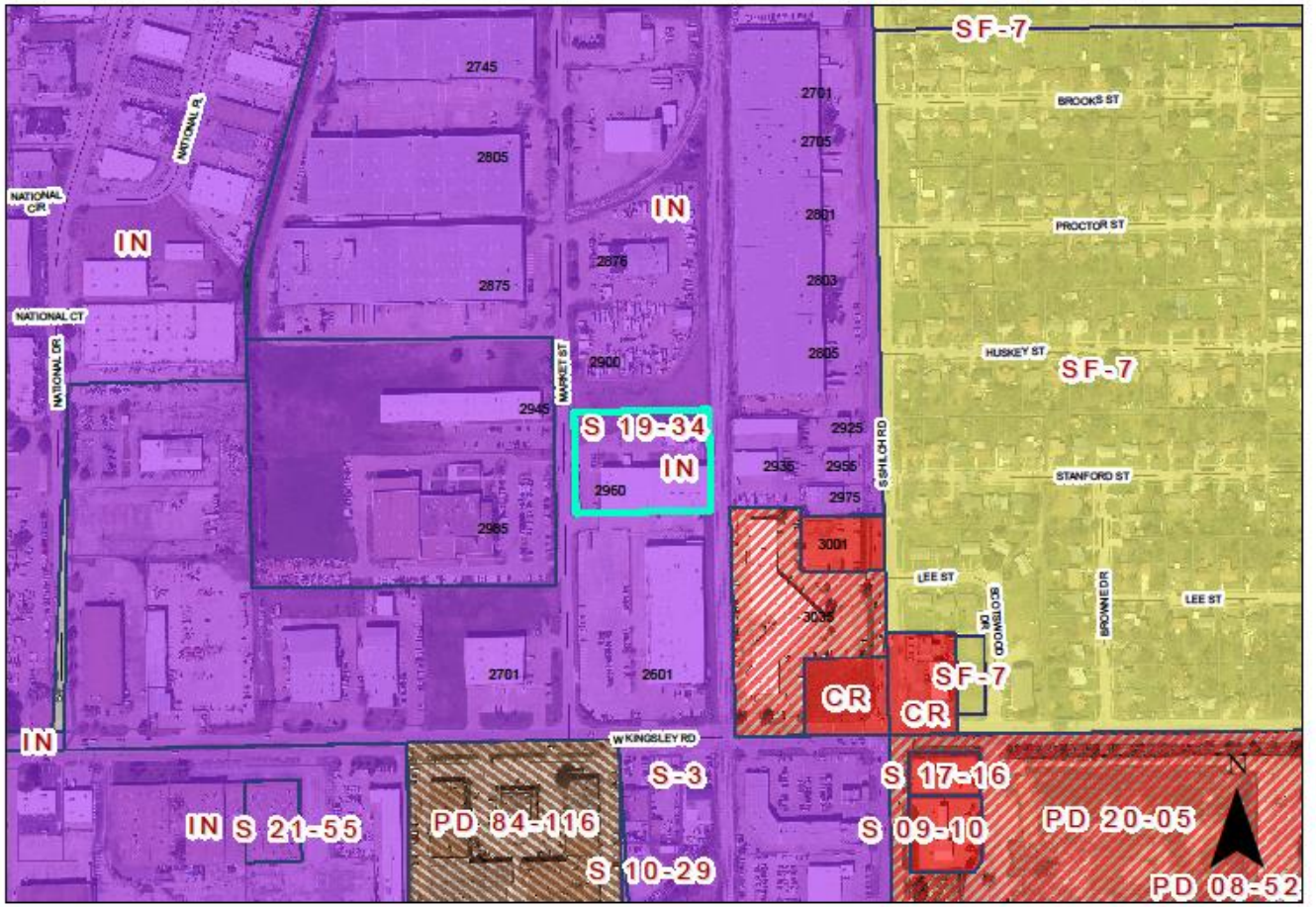
CITYWIDE LOCATION MAP



Z 23-09

GARLAND
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LOCATION MAP

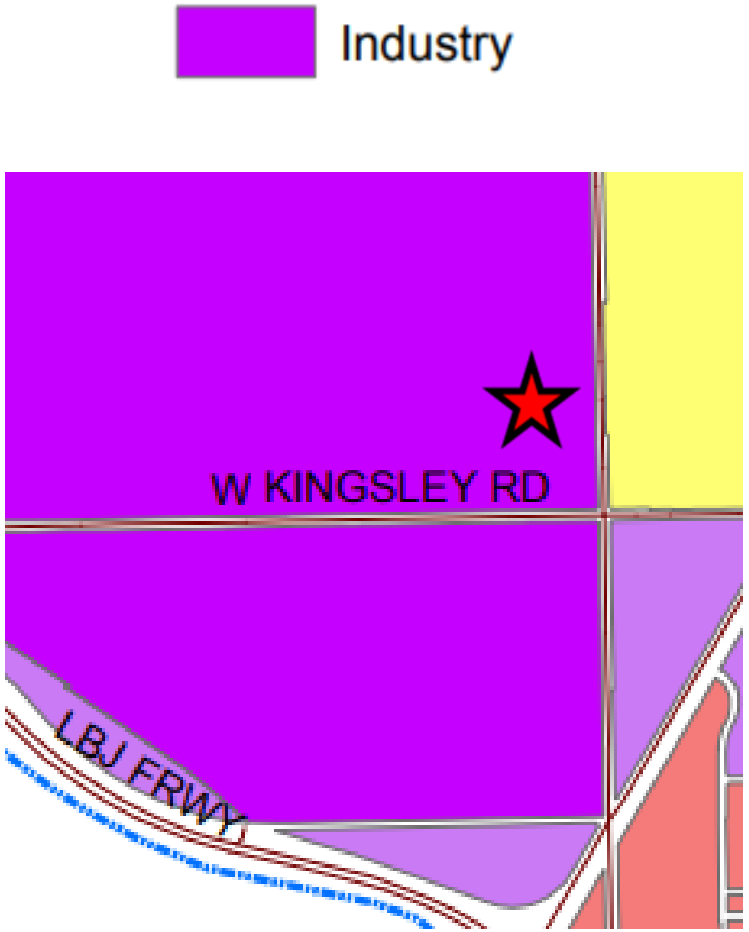


2960 Market Street

Z 23-09

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COMPREHENSIVE PLAN



Z 23-09

GARLAND
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COMPREHENSIVE PLAN

Industry centers provide a cluster of trade and industry that cumulatively employ large numbers of people. Operations within this development type may require substantial infrastructure and may result in more significant negative impacts (sound, air, traffic, outdoor lighting, storage, etc.). Operations may include such elements as semi-truck traffic, loading docks, and visible outdoor storage. Overall, the architecture, character, scale, and intensity should be compatible with adjacent development types. Industry centers are generally located along major arterial streets, and highways and at significant transit areas (bus/ rail). Site design addresses function and visual aesthetics that provide appropriate buffering at gateway corridors, between adjacent developments, and for residential neighborhoods.

The expansion of the use is appropriate in this industrial area and the proposal is generally compatible with the Comprehensive Plan.

GARLAND
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PHOTOS



View of the subject site looking East from Market Street



View from the subject site looking West across Market Street



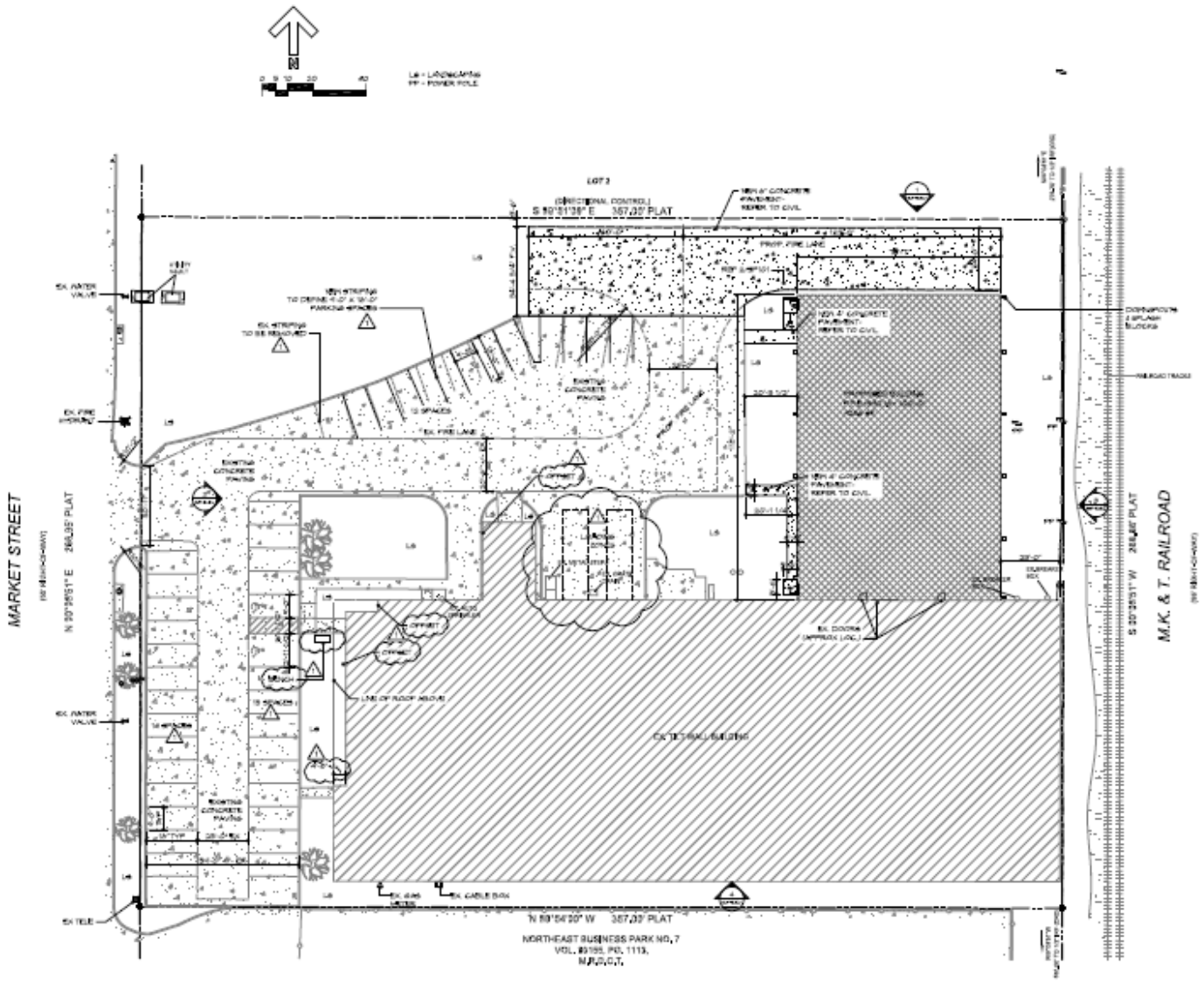
View from the subject site looking North along Market Street



View from the subject site looking South down Market Street

GARLAND
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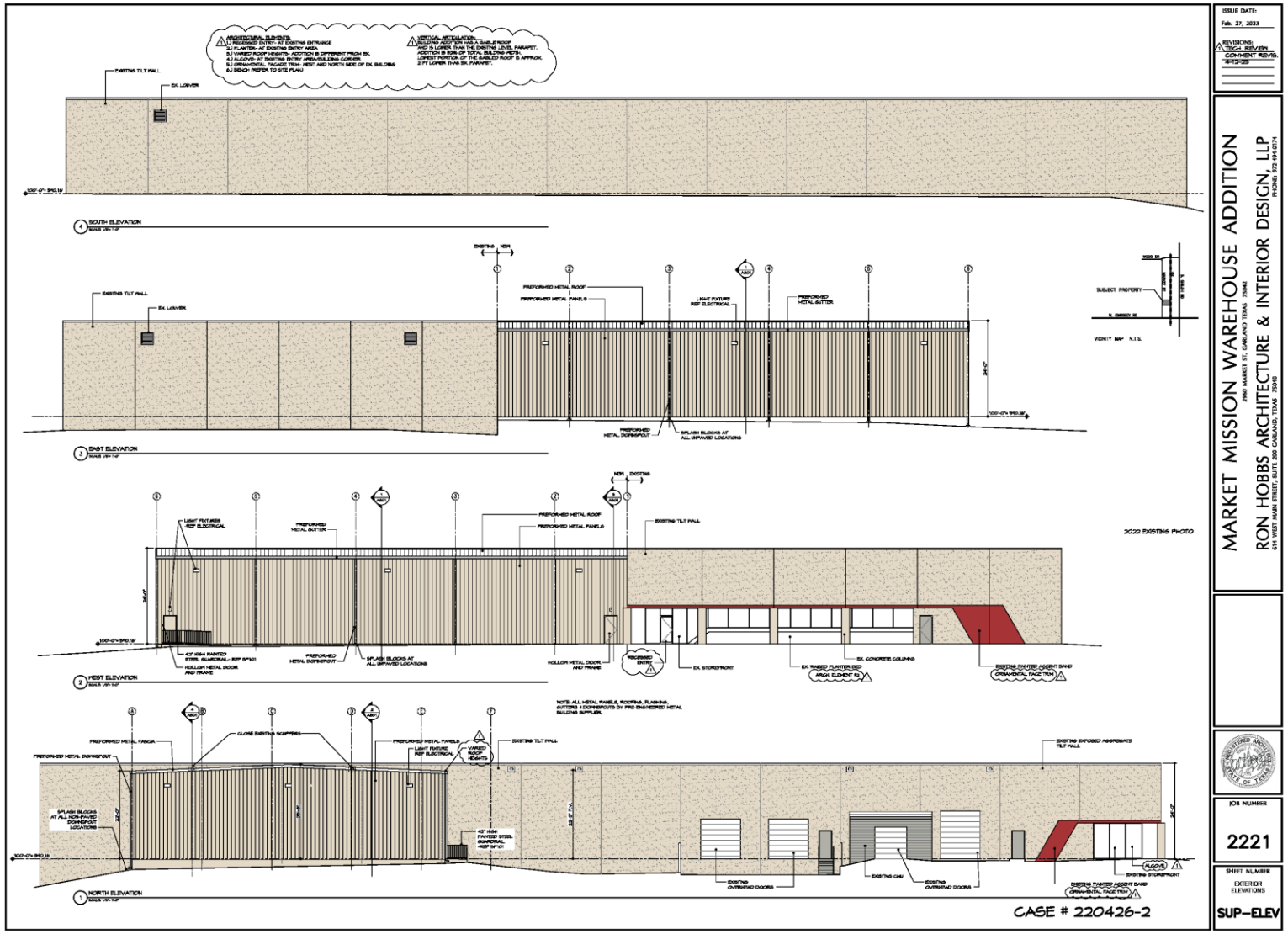
SITE PLAN



Z 23-09

GARLAND
TEXAS MADE HERE

BUILDING ELEVATIONS



Z 23-09

GARLAND
TEXAS MADE HERE

SPECIFIC USE PROVISION

No deviations are being requested by the applicant.

The applicant is requesting the SUP to be valid for twenty-five (25) years, which aligns with the SUP time period guide.

GARLAND
TEXAS MADE HERE

STAFF RECOMMENDATION

Approval of a Specific Use Provision for a Food Processing and Storage Use expansion.

Approval of a Plan for a Food Processing and Storage Use expansion.

PLAN COMMISSION RECOMMENDATION

Approval of a Specific Use Provision for a Food Processing and Storage Use expansion.

Approval of a Plan for a Food Processing and Storage Use expansion.

Z 23-09

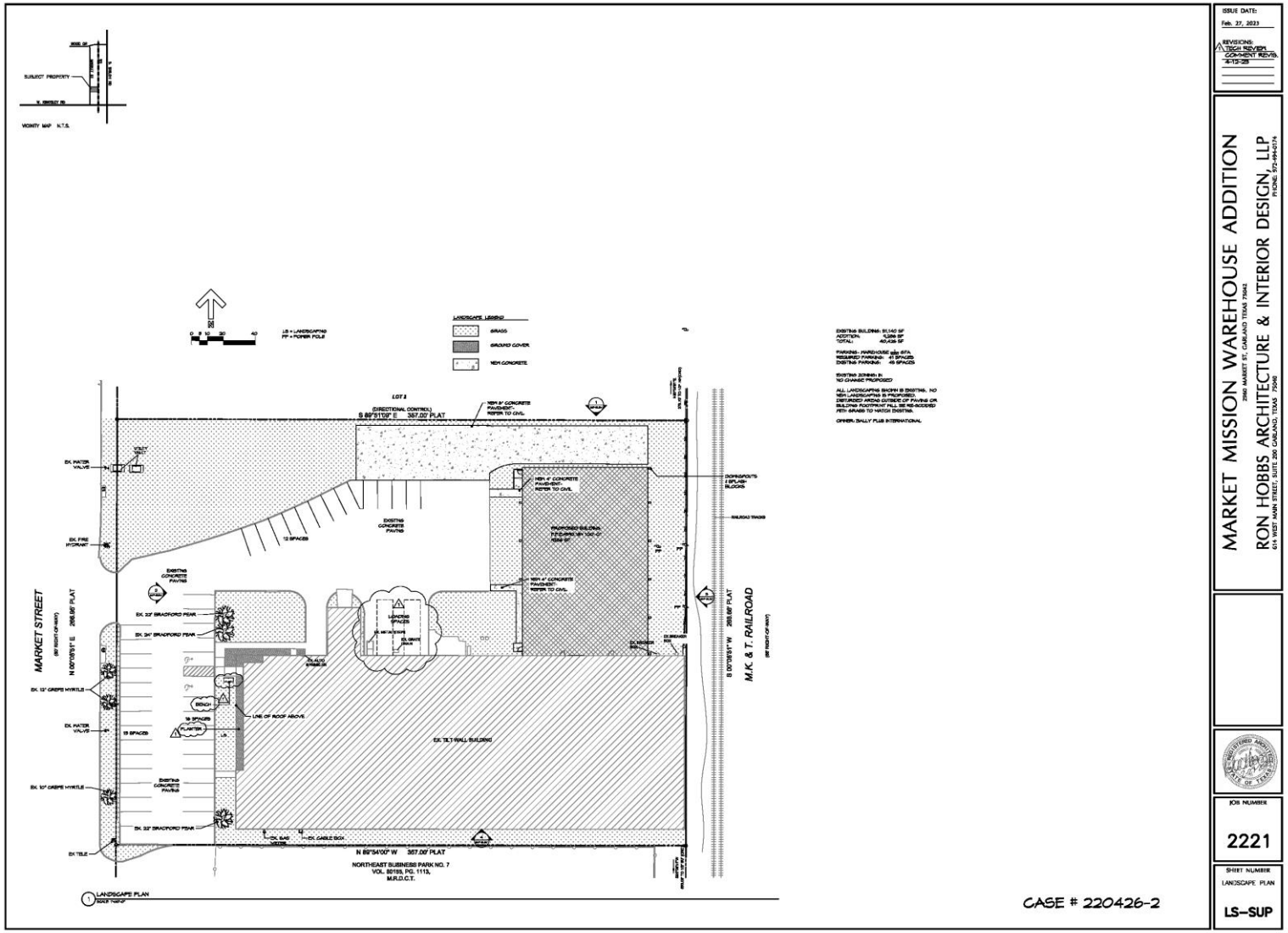
GARLAND

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LANDSCAPE PLAN



Z 23-09