

Council Chambers at City Hall
Tuesday, December 3, 2024
7 p.m.



William E. Dollar Municipal Building
200 N. Fifth St.
Garland, Texas

GARLAND

CITY OF GARLAND REGULAR MEETING OF THE CITY COUNCIL

The Garland City Council extends to all visitors a sincere welcome. We value your interest in our community and your participation in the meetings of this governing body. Visit GarlandTX.gov/Council for a full list of meeting dates.

The Council Chambers at Garland City Hall is wheelchair accessible, and ADA parking is available on State Street as well as in the public parking garage behind City Hall. Persons who may need assistive listening devices or interpretation/translation services are asked to contact the City Secretary's Office at 972-205-2404 as soon as possible prior to the meeting so that we may do all we can to provide appropriate arrangements.

Garland City Council meetings are livestreamed and available on-demand at GarlandTX.tv. They are also broadcast on Spectrum Channel 16, Frontier Channel 44 and AT&T Uverse Channel 99. Closed captioning is available for each in English and Spanish.

NOTICE: Pursuant to Section 551.127 of the Texas Government Code, one or more members of the City Council may attend this meeting by internet/video remote means. A quorum of the City Council, as well as the presiding officer, will be physically present at the above identified location. Members of the public that desire to make a public comment must attend the meeting in person.

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations, recognize attendees or accomplishments, and make announcements regarding City events or other matters of interest to citizens including but not limited to listed items. There will be no Council discussion or votes on these matters.

- Pet of the Month

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 or his designee to execute each item. The Mayor will announce the consent agenda and provide an opportunity for members of the audience, as well as Council, to request that any item be removed and considered separately.

1. Approve the minutes of the November 19, 2024 Regular Meeting
2. Approve the following bids:

- a. Central Park Walking Trail

Bid No. 1557-24

Tri-Con Services, Inc.

\$1,103,686.00

This request is for the construction of approximately 4,700 linear feet of a 12-foot wide concrete trail.

b. **Woodbury, Ticonderoga and Quail Paving Water and Wastewater Improvements**

Bid No. 1534-24

Tri-Con Services Inc.

\$2,863,990.15

This request is to remove and replace the existing 6" clay wastewater main with 2,454 linear feet of 8" PVC wastewater main, the existing 6" cast iron water main with 3,284 linear feet of 8" PVC water main, the existing concrete street, driveway and sidewalk pavement (14,222 square yard), and all incidentals as shown on the approved plans. An owner contingency is included for any additional work or materials that may be required.

c. **Term Contract for Service Line Inspection**

Bid No. 0069-25

Compass Metering Solutions

\$750,000.00

This request is to provide for water service line inspection services to complete the Environmental Protection Agency's mandate for water service line inventory. The water service line inspections will be done within the right-of-way, documenting both upstream and downstream of the water meter.

3. **Interlocal Agreement Between the City of Garland and the City of Forney**

Authorize the City Manager or his designee to execute the Interlocal Agreement between the City of Garland and the City of Forney. This agreement outlines the radio system technical support services provided by the City of Garland to the City of Forney.

4. **A public hearing was previously conducted for the zoning case(s) below. Council approved the zoning request(s) and instructed staff to bring forth the following ordinances:**

a. **Z 24-31 Olsson (District 4)**

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Specific Use Provision for a Restaurant, Drive-Thru Use on a property zoned Community Retail (CR) District and (2) a Concept Plan for a Restaurant, Drive-Thru Use on an 0.995-acre tract of land located at 3285 Broadway Boulevard; 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 24-32 Olsson (District 5)**

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Specific Use Provision for a Restaurant, Drive-Thru Use on a property zoned Planned Development (PD) 02-48 district and (2) a Concept Plan for a Restaurant, Drive-Thru Use on an 0.6275-acre tract of land located at 1110 West Centerville 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 24-33 Mannik Smith Group, Inc. (District 1)**

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Specific Use Provision for a Restaurant, Drive-Thru Use on a property zoned Community Retail (CR) District and (2) a Concept Plan for a Restaurant, Drive-Thru Use on an 1.1512-acre tract of land (lot 9r in North Garland Commons 2); 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.

ITEMS FOR INDIVIDUAL CONSIDERATION

Members of the audience may provide public comment in favor, in opposition or about any of the items for individual consideration. Anyone wishing to speak must fill out a speaker card (located at the entrance to the Council Chambers) and give it to the City Secretary in advance of the respective agenda item. Speakers are grouped by agenda item and will be called in the order of the agenda. All comments and testimony are to be presented from the podium. The Mayor may impose a time limit and may provide for rebuttal.

5. Hold public hearing(s) on the following Zoning Case(s):

- a. Consider a request by the City of Garland proposing a change in zoning from Planned Development (PD) District 85-62; Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District. The site is located at 2701 East Centerville Road in District 2.

Consider and take appropriate action on the application of the City of Garland, requesting approval of a change in zoning from Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District. The site is located at 2701 East Centerville Road. (District 2) (File Z 24-34)

CITIZEN COMMENTS

Members of the audience wishing to address issues not on the meeting agenda may have three minutes to speak. However, according to the Texas Open Meetings Act, Council is prohibited from discussing any item not on the posted agenda.

ADJOURN

All Regular Meetings of the Garland City Council are broadcast live on CGTV, Time Warner Cable Channel 16 and Frontier FIOS TV 44. Meetings are rebroadcast at 9 a.m. and 7 p.m. Wednesdays - Sundays. Live streaming and on-demand videos of the meetings are also available online at GarlandTX.tv. 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).

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]*



Each year, the City Council reviews and updates its goals for the Garland community and City operations. City management uses these goals to guide operational priorities, decision-making and resource allocation.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

1.

Meeting Date: 12/03/2024

Title: City Council Regular Meeting Minutes- November 19, 2024

Submitted By: Jennifer Stubbs, City Secretary

Issue/Summary

Approve the minutes of the November 19, 2024 Regular Meeting.

Background

N/A

Consideration / Recommendation

Approval of the November 19, 2024 City Council Regular Meeting Minutes.

Attachments

City Council Regular Meeting Minutes- November 19, 2024

DRAFT



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, November 19, 2024, 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 Ed Moore
Deputy Mayor Pro Tem Margaret Lucht
Council Member Jeff Bass
Council Member Kris Beard
Council Member B.J. Williams
Council Member Carissa Dutton
Council Member Dylan Hedrick
Council Member Chris Ott

Staff Present: City Manager Jud Rex
Assistant City Manager Andy Hesser
Assistant City Manager Crystal Owens
Assistant City Manager Phil Urrutia
City Attorney Brian England
City Secretary Jennifer Stubbs
Deputy City Secretary Tracy Allmendinger
Fire Chief Mark Lee
Planning and Development Director Nabila Nur

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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Councilmember Hedrick provided the legislative prayer and led those in attendance in reciting the Pledge of Allegiance to the Flag of the United States of America.

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations, recognize attendees or accomplishments, and make announcements regarding City events or other matters of interest to citizens including but not limited to listed items. There will be no Council discussion or votes on these matters.

Councilmember Dutton arrived at 7:02 p.m.

- The State Fire Marshal's Office will present the City of Garland with an ISO Class 1 Property Protection Classification

Chief Lee provided some information about the ISO Class 1 Property Protection Classification. Deborah Knight, State Fire Marshal for Texas, presented the City of Garland with the ISO Class 1 Property Protection Classification

award.

- Red Kettle Mayor's Challenge Proclamation

Mayor Scott LeMay read a proclamation and presented it to representatives of The Salvation Army. He announced that the Red Kettle Mayor's Challenge will take place on December 14, 2024 at the North Garland Walmart. This event is part of a friendly competition to support The Salvation Army's vital community programs.

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 or his designee to execute each item. The Mayor will announce the consent agenda and provide an opportunity for members of the audience, as well as Council, to request that any item be removed and considered separately.

Councilmember Hedrick made a motion to approve the consent agenda. Deputy Mayor Pro Tem Lucht seconded the motion. All voted in favor. The motion carried.

1. **APPROVED Approve the minutes of the November 4, 2024 Regular Meeting**

2. **Approve the following bids:**

a. **APPROVED Fire Station Bedroom Remodeling - Construction Services** **Bid No. 0157-25**

CORE Construction Services of Texas, Inc. \$6,337,821.00

This request is to provide construction services to remodel seven fire stations, accommodating individual bedrooms for all assigned firefighters with individual heating and air-conditioning controls for each space.

b. **APPROVED Salesforce Annual Licensing Renewal** **Bid No. 0099-25**

Carahsoft Technologies Corp. \$413,600.27

This request is for the purchase of Salesforce software licensing for the City's land management, permitting and inspection solution currently in use. This approval is for a twelve-month term with annual renewals, effective until the City determines Salesforce will no longer serve as the LPI platform or until Carahsoft no longer holds the DIR contract for this product.

c. **APPROVED 2024 Term Contract for Concrete Construction Material** **Bid No. 1460-24**

Barnsco, Inc. \$389,090.73

This request is to award a term contract to provide construction materials that support the Street Department's in-house residential street reconstruction program.

d. **APPROVED Wastewater and Water Improvements** **Bid No. 0138-25**

Quiddity Engineering, LLC \$401,635.00

This request is to provide professional engineering services for designing water and wastewater mains replacement, serving residents along First, Fairview, Marguerita, Lynn, Wanda, Taylor and Delmar streets. The project includes design of approximately 8,300 linear feet (LF) of 8" wastewater main replacement, including manholes and service laterals, and 2,500 LF of 8" water main replacement.

e. **APPROVED Montclair No. 2 & 3 Drainage Improvements - Construction Services** **Bid No. 1313-24**

La Banda, LLC **\$4,177,090.00**

This request is to provide construction services for paving and drainage improvements within the Montclair No. 2 & 3 subdivision.

f. **APPROVED West Garland Library - Furniture and Shelving** **Bid No.0169-25**

Library Interiors of Texas **\$665,641.41**

This request is to provide furniture and shelving as a part of the construction of the new West Garland Library facility.

g. **APPROVED West Garland Library - Graphic Art Installation** **Bid No. 0170-25**

Creative Arts Unlimited, Inc. **\$338,092.00**

This request is for design and fabrication of a graphic art installation as a part of the construction of the new West Garland Library facility.

h. **APPROVED Comprehensive Housing Strategy and Five -Year Consolidated Plan** **Bid No. 0085-25**

czbLLC **\$248,000.00**
Mullin & Lonergan Associates **\$39,820.00**

This request is to procure consulting services to provide a comprehensive housing strategy and market analysis, and for the delivery of the Five-Year Consolidated Plan as required by HUD.

3. APPROVED 2025 State Legislative Agenda

Approve the 2025 State Legislative Agenda which outlines priorities and stances for the 89th Legislative Session. This item was considered at the September 16, 2024 Work Session.

4. APPROVED Ordinance Amending Authorized ARPA Reimbursable Positions

Approve an Ordinance updating the eligible positions being reimbursed by Federal Coronavirus Relief and Recovery Funds (ARPA) according to Federal guidance. This item was considered at the November 4, 2024 Work Session.

5. APPROVED Brand Road Widening - Right-of-Way and Easement Acquisition from Real Property Owned By Garland ISD

Approve a purchase agreement negotiated with Garland ISD in the amount of \$409,196.55 for the acquisition of right-of-way and easement interests from real property located at 1350 East Brand Road, and authorize the City Manager to execute such documents necessary to complete the transaction. This item was considered at the November 18, 2024 Work Session.

ITEMS FOR INDIVIDUAL CONSIDERATION

Members of the audience may provide public comment in favor, in opposition or about any of the items for individual consideration. Anyone wishing to speak must fill out a speaker card (located at the entrance to the Council Chambers) and give it to the City Secretary in advance of the respective agenda item. Speakers are grouped by agenda item and will be called in the order of the agenda. All comments and testimony are to be presented from the podium. The Mayor may impose a time limit and may provide for rebuttal.

6. Hold public hearing(s) on the following Zoning Case(s):

- a. **APPROVED** Consider a request by Olsson proposing a Specific Use Provision for the expansion of an existing Restaurant, Drive-Thru (McDonald's). The site is located at 3285 Broadway Boulevard in District 4.

Consider and take appropriate action on the application of Olsson, requesting approval of 1) a Specific Use Provision for a Restaurant, Drive-Thru Use on a property zoned Community Retail (CR) District and 2) a Plan for a Restaurant, Drive-Thru Use. This property is located at 3285 Broadway Boulevard (District 4) (File Z 24-31)

Ms. Nur provided information and a presentation on the item. Councilmember Williams made a motion to approve the item with a period of 20 years. Mayor Pro Tem Moore seconded the motion. All voted in favor. The motion carried.

- b. **APPROVED** Consider a request by Olsson proposing a Specific Use Provision for the expansion of an existing Restaurant, Drive-Thru (McDonald's). The site is located at 1110 West Centerville Road in District 5.

Consider and take appropriate action on the application of Olsson, requesting approval of 1) a Specific Use Provision for a Restaurant, Drive-Thru Use on a property zoned Planned Development (PD) 02-48 District and 2) a Concept Plan for a Restaurant, Drive-Thru Use. This property is located at 1110 West Centerville Rd. (District 5) (File Z 24-32)

Ms. Nur provided information and a presentation on the item. Deputy Mayor Pro Tem Lucht made a motion to approve the item with a period of 20 years. Councilmember Dutton seconded the motion. All voted in favor. The motion carried.

- c. **APPROVED** Consider a request by Mannik Smith Group, Inc. proposing a Specific Use Provision for a new Restaurant, Drive-Thru (Smalls Sliders). The site is located near 6010 North Garland Avenue in District 1.

Consider and take appropriate action on the application of Mannik Smith Group, Inc., requesting approval of 1) a Specific Use Provision for a Restaurant, Drive-Thru Use on a property zoned Community Retail (CR) District and 2) a Concept Plan for a Restaurant, Drive-Thru Use. This property is located near 6010 North Garland Avenue. (District 1) (File Z 24-33)

The applicant, David Abrams, answered questions of the Council. Councilmember Bass made a motion to approve the item as presented, with a period of 25 years. Mayor Pro Tem Moore seconded the motion. All voted in favor. The motion carried.

CITIZEN COMMENTS

Members of the audience wishing to address issues not on the meeting agenda may have three minutes to speak. However, according to the Texas Open Meetings Act, Council is prohibited from discussing any item not on the posted agenda.

There was no one who wished to speak under the citizen comments item.

ADJOURN

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Mayor LeMay adjourned the meeting at 7:33 p.m.

Submitted By:

Scott LeMay, Mayor

Jennifer Stubbs, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. a.

Meeting Date: 12/03/2024
 Item Title: Central Park Walking Trail
 Submitted By: Mark Ellender, Landscape Architect
 Bid Number: 1557-24

Purchase Justification:

This request is for the construction of approximately 4,700 linear feet of a 12-foot wide concrete trail. The trail begins at the Northwest corner of Central Park along W. Avenue F and traverses along the perimeter of the Park following S.10th Street, turning South to continue along Glenbrook Drive, ending at Duck Creek.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Eleven (11) bids were received and evaluated with Tri-Con Services, Inc. submitting the Straight Low Bid.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Tri-Con Services, Inc.	All	\$1,103,686.00
	TOTAL:	\$1,103,686.00

Basis for Award: Straight Low Bid
Purchase Requisition #: 52361

Fiscal Impact

Total Project/Account: \$2,326,637 *
Expended/Encumbered to Date (Including this Item): \$1,307,122
Proposed Balance: \$1,019,515
Account #: 650-2499-1857000-09002

Fund/Dept/Project Description and Comments:

Parks CIP / Trail Development Program / Central Park Walking Trail Project

* In the 2024 CIP, this project was primarily funded by ARPA. Due to increases in the Fire Station Bedrooms project, the ARPA associated with this project was encumbered with the Fire Stations Bedrooms bid award in November 2024. This project will now be funded by one-time cash available in the CIP instead of ARPA for construction/completion. The upcoming 2025 Proposed CIP will reflect this change in funding source.

Attachments

Bid Recap

Budget Type:	CIP	Approval Date:	11/15/2024
Fiscal Year:	2024	Approval Date:	11/14/2024
Document Location:	2024 Prop. CIP - Page 77		
Budget Director Approval:	Allyson Bell Steadman		
Purchasing Director Approval:	Gary L. Holcomb		

CITY OF GARLAND - BID RECAP SHEET
 OPENED: 10/31/2024
 REQ. NO: 52361
 BID NO:1557-24
 PAGE: 1 of 2
 BUYER: C. Sanders

Tri-Con Services, Inc.

HQS Construction, LLC

Wall Contractors, LLC

J.B. & Co LLC

Infra Construction, LLC

Cole Construction DBA
 Sprinkle N Sprout

ITEM	QTY	UNIT	DESCRIPTION	Tri-Con Services, Inc.		HQS Construction, LLC		Wall Contractors, LLC		J.B. & Co LLC		Infra Construction, LLC		Cole Construction DBA Sprinkle N Sprout	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	1	Base Bid		\$1,103,686.00		\$1,119,511.80		\$1,184,255.20		\$1,234,770.00		\$1,265,325.88		\$1,307,212.00
TOTAL GROSS PRICE					\$1,103,686.00		\$1,119,511.80		\$1,184,255.20		\$1,234,770.00		\$1,265,325.88		\$1,307,212.00
CASH DISCOUNT															
TOTAL NET PRICE					\$1,103,686.00		\$1,119,511.80		\$1,184,255.20		\$1,234,770.00		\$1,265,325.88		\$1,307,212.00
F.O.B.					DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED
DELIVERY															

NEXT LOW: \$1,119,511.80
 LOW: \$1,103,686.00
 SAVINGS: \$15,825.80

1001 # IonWave Notifications
 172 # IonWave HUBS
 87 # Direct Contact HUBS
 2 # 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: 10/31/2024
 REQ. NO: 52361
 BID NO: 1557-24
 PAGE: 2 of 2
 BUYER: C. Sanders

Vescorp Construction, LLC

Ratliff Hardscape, Ltd.

The Fain Group

Garret Shields Infrastructure

A&C Construction, Inc.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	1	Base Bid		\$1,366,154.80		\$1,404,582.00		\$1,411,350.00		\$1,438,442.00		\$1,607,000.00
				TOTAL GROSS PRICE	\$1,366,154.80	\$1,404,582.00	\$1,411,350.00	\$1,438,442.00	\$1,607,000.00				
				CASH DISCOUNT									
				TOTAL NET PRICE	\$1,366,154.80	\$1,404,582.00	\$1,411,350.00	\$1,438,442.00	\$1,607,000.00				
				F.O.B.	DELIVERED	DELIVERED	DELIVERED	DELIVERED	DELIVERED				
				DELIVERY									

NEXT LOW: \$1,119,511.80
LOW: \$1,103,686.00
SAVINGS: \$15,825.80

1001 # IonWave Notifications
 172 # IonWave HUBS
 87 # Direct Contact HUBS
 2 # 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

2. b.

Meeting Date: 12/03/2024

Item Title: Woodbury, Ticonderoga & Quail Paving Water & Wastewater Improvements

Submitted By: Michael Brinkmann, Managing Director

Bid Number: 1534-24

Purchase Justification:

This request is to remove and replace the existing 6" clay wastewater main with 2,454 linear feet of 8" PVC wastewater main, existing 6" cast iron water main with 3,284 linear feet of 8" PVC water main, existing concrete street, driveway, and sidewalk pavement (14,222 square yard), and all incidentals as shown on the approved plans. An owner contingency is included for any additional work or materials that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Eight (8) bids were received and evaluated with Tri-Con Services, Inc. submitting the Straight Low Bid.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Tri-Con Services, Inc.	All	\$2,581,990.15
Owner's Contingency		282,000.00
	TOTAL:	\$2,863,990.15

Basis for Award:

Straight Low Bid

Purchase Requisition #:

52664

Fiscal Impact

Total Project/Account: \$3,100,000 *

Expended/Encumbered to Date (Including this Item): \$2,863,990

Proposed Balance: \$236,010

Account #: Various

Fund/Dept/Project Description and Comments:

Water CIP / Woodbury, Ticonderoga & Quail Water Replacement *	Base	220-4049-3025000-9213	\$1,082,770.00
Wastewater CIP / Woodbury, Ticonderoga & Quail Wastewater Replacement *	Base	235-4149-3219400-9306	\$1,499,220.15
Water CIP / Woodbury, Ticonderoga & Quail Water Replacement	Contingency	220-4049-3025000-9213	\$118,258.00
Wastewater CIP / Woodbury, Ticonderoga & Quail Wastewater Replacement	Contingency	235-4149-3219400-9306	\$163,742.00
Total			\$2,863,990.15

* The Woodbury, Ticonderoga & Quail Water & Wastewater Replacement projects are new projects that will be brought forward in the upcoming 2025 Proposed CIP. Funding approved in the 2024 CIP has been transferred to these new projects to accommodate the bid award and timing of project expenditures.

Attachments

Bid Recap

Budget Type:	CIP		
Fiscal Year:	2025		
Document Location:	N/A (2025 Proposed CIP)		
Budget Director Approval:	Allyson Bell Steadman	Approval Date:	11/15/2024
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	11/14/2024

CITY OF GARLAND - BID RECAP SHEET OPENED: 10/31/2024 REQ. NO. PR 52664 BID NO. 1534-24 PAGE: 1 of 2 BUYER: L. Segura	Tri-Con Services, Inc.	La Banda, LLC	J&L Construction, LLC	SYB Construction Company, Inc.
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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	1	Woodbury Ticonderoga Quail Paving Water Wastewater Improvements		\$2,863,990.15		\$3,269,217.00		\$3,427,509.88		\$3,741,766.00

	TOTAL GROSS PRICE	\$2,863,990.15	\$3,269,217.00	\$3,427,509.88	\$3,741,766.00
	CASH DISCOUNT				
	TOTAL NET PRICE	\$2,863,990.15	\$3,269,217.00	\$3,427,509.88	\$3,741,766.00
	F.O.B.	DELIVERED		DELIVERED	DELIVERED
	DELIVERY	DELIVERED		DELIVERED	DELIVERED

NEXT LOW: \$3,629,217.00 LOW: \$2,863,990.15 SAVINGS: \$765,226.85	1484 # IonWave Notifications 201 # IonWave HUBS 10 # Direct Contact HUBS 2 # HUBS Responded	All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. <u>The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.</u>
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CITY OF GARLAND - BID RECAP SHEET OPENED: 10/31/2024 REQ. NO. PR 52664 BID NO. 1534-24 PAGE: 2 of 2 BUYER: L. Segura			Axis Contracting, Inc.	McMahon Contracting LP	Vescorp Construction, LLC	FNH Construction, LLC
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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	1	Woodbury Ticonderoga Quail Paving Water Wastewater Improvements		\$4,218,908.72		\$4,763,434.27		\$5,202,687.00		\$5,664,630.50

TOTAL GROSS PRICE			\$4,218,908.72	\$4,763,434.27	\$5,202,687.00	\$5,664,630.50
CASH DISCOUNT						
TOTAL NET PRICE			\$4,218,908.72	\$4,763,434.27	\$5,202,687.00	\$5,664,630.50
F.O.B.			DELIVERED	DELIVERED	DELIVERED	DELIVERED
DELIVERY						

NEXT LOW:	\$3,629,217.00	1484 # IonWave Notifications	All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. <u>The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.</u>
LOW:	\$2,863,990.15	201 # IonWave HUBS	
SAVINGS:	\$765,226.85	10 # Direct Contact HUBS	
		2 # HUBS Responded	



**GARLAND
PURCHASING REPORT**

City Council Regular Session

2. c.

Meeting Date: 12/03/2024

Item Title: Term Contract for Service Line Inspection

Submitted By: Michael Brinkmann, Managing Director

Bid Number: 0069-25

Purchase Justification:

This request is to provide for water service line inspection services to complete the Environmental Protection Agency's mandate for water service line inventory. The water service line inspections will be done within the right-of-way, documenting both upstream and downstream of the water meter.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Six (6) bids were received and evaluated with Compass Metering Solutions submitting the Straight Low Bid.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Compass Metering Solutions	All	\$750,000.00
	TOTAL:	\$750,000.00

Basis for Award:

Straight Low Bid

Purchase Requisition #:

52423

Fiscal Impact

Total Project/Account:

N/A

Expended/Encumbered to Date (Including this Item):

N/A

Proposed Balance:

N/A

Account #:

451-6999

Fund/Dept/Project Description and Comments:

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

Attachments

Bid Recap

Budget Type:

Operating Budget

Fiscal Year:

2024-25

Document Location:

FY 2024-25 Proposed Budget Page 264

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

11/15/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

11/14/2024

CITY OF GARLAND - BID RECAP SHEET OPENED: 11/07/2024 REQ. NO: PR 52423 BID NO: 0069-25 PAGE: 1 of 1 BUYER: L. Segura			Compass Metering Solutions	LJA Environmental Services, LLC	LSPS Solutions, LLC	Hydromax USA	BCAC Underground	Hardin and Associates Consulting
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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	1	Term Contract for Inspection of Water Service Lines		\$142.50		\$170.00		\$180.00		\$245.00		\$1,400.00		\$3,596,000.00
TOTAL GROSS PRICE					\$142.50		\$170.00		\$180.00		\$245.00		\$1,400.00		\$3,596,000.00
CASH DISCOUNT															
TOTAL NET PRICE					\$142.50		\$170.00		\$180.00		\$245.00		\$1,400.00		\$3,596,000.00
F.O.B. DELIVERY				DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED	

NEXT LOW: \$170.00
LOW: \$142.50
SAVINGS: \$27.50

561 # IonWave Notifications
 82 # 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 STAFF REPORT

City Council Regular Session

3.

Meeting Date: 12/03/2024
Title: Interlocal Agreement Between the City of Garland and the City of Forney
Submitted By: Mike Betz, Interim Managing Director
Strategic Focus Area: Future-Focused City Organization

Issue/Summary

The consideration of a resolution to approve the terms and conditions of a Master Interlocal Radio System Service Agreement between the City of Forney and the City of Garland. This agreement outlines the radio system technical support services provided by the City of Garland to the City of Forney.

Background

The Master Interlocal Radio System Service Agreement establishes a mutual understanding of the technical support and services provided by the City of Garland Information Technology Department to the City of Forney. The City of Forney joined the GMRS Trunked Radio System as an infrastructure-contributing subscriber to support mission-critical communications and interoperability. These services will include technical support to help maintain the City of Forney's radio components that are part of the GMRS regional radio system.

Consideration / Recommendation

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an Interlocal Agreement (ILA) between the City of Forney and the City of Garland. This agreement defines the terms and conditions for technical support and services regarding the City of Forney GMRS radio system infrastructure.

Attachments

Forney ILA

MASTER INTERLOCAL RADIO SYSTEM SERVICE AGREEMENT

This Master Interlocal Radio System Service Agreement (the “Master Agreement”) is entered into between the City of Garland, Texas (“Garland”) and the City of Forney, Texas, (“Forney”) (individually, Garland and Forney are also referred to as a “Party,” collectively, referred to herein as the “Cities” or “Parties”).

Recitals:

WHEREAS, Garland and Forney are political subdivisions within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, both Garland and Forney are home rule municipalities as allowed by **Tex. Const. Art. 5**; and

WHEREAS, the Interlocal Cooperation Act, **Tex. Gov’t Code Ann. 791.001 et seq.** (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, Garland and Forney are local governments as that term is defined in the Act and this Master Agreement is being entered into pursuant to and under the authority of the Act; and

WHEREAS, municipalities own and operate radio systems and other public safety communication devices for the purpose of providing radio communications in support of their governmental operations; and

WHEREAS, the municipal radio systems and public safety communications devices periodically need repairs, upgrades, and routine maintenance; and

WHEREAS, in order to provide dependable/mission-critical radio service for use by each of the Cities and their respective users, Garland and Forney desire to enter into this Master Agreement to provide maintenance and repair services for said radio systems and public safety devices used by the Cities and their respective users, as such radio system coverage is essential and a necessary component of providing certain vital government services by each respective City, including, without limitation, police, fire, emergency medical and public works protection provided by each City to ensure safe, effective and efficient communications, and to benefit the greatest number of citizens both now and in the future; and

WHEREAS, this Master Agreement memorializes the agreement between the Cities regarding the maintenance and repair of the radio system and other public safety devices;

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Master Agreement, the Cities agree as follows:

Article 1 Definitions.

Unless 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 Master Agreement and any Work Orders issued hereunder:

“Business Day” shall mean any day other than a Saturday, Sunday, or official City holiday in which either Garland’s or Forney’s City Hall offices are closed for business.

“Consumables” shall mean supplies or other materials other than specific parts or equipment which are used in the course of maintaining and/or repairing Covered Equipment. Examples include solvents, solder, wires, fuses, antennae, light bulbs, etc.

“Covered Equipment” shall mean the communications system equipment obtained through the Forney and Motorola contract in 2024.:

- a) Infrastructure equipment consisting of four (4) GTR 8000 base stations, and two (2) site controllers, and one (1) LAN router/switch;
- b) Dispatch equipment, consisting of four (4) MCC7500e consoles, and one (1) LAN router/switch, and two (2) Conventional Channel Gateways, and one (1) Conventional Site Controller, and one (1) alarming system;

The term “Covered Equipment” shall not be interpreted to include Subscriber Radios.

“Covered Services” shall mean those services described in Article 3 herein below, subject to changes set forth in any active Work Order. The term “Covered Services” applies only to the labor necessary to troubleshoot and repair the Covered Equipment, and specifically excludes parts, equipment, and consumables necessary for repairs and maintenance provided under the Master Agreement or any active Work Order.

“Effective Date” shall mean the later of the dates this Agreement is approved by the governing bodies of both Cities and signed by the authorized representatives of each City.

“Governance Board” means the administrative governing body tasked with the operation and administration of the System.

“**Special Projects**” shall mean IT services other than Covered Services that Garland may agree to perform for Forney on a case-by-case basis and which are ancillary to the Covered Services. The Cities retain the right to refuse to reach any agreement for Special Projects.

“**Subscriber Radios**” shall mean the APX4000, APX4500, APX6000, APX6500, APX7500, and APX8000 model radios that make up one component of the System.

“**System**” means the wide area, multi-site (“simulcast”) digital trunked radio system compliant with P-25 interoperability standards as more expressly defined in the CSA.

“**Work Order**” shall mean an annual agreement between Garland and Forney that is executed in accordance with and governed by this Master Agreement and which incorporates the terms of this Master Agreement therein by reference.

Article 2 Agreement to Perform Services.

2.01 Work performed. Once a mutually agreed Work Order takes effect, Garland agrees to provide the Covered Services to Forney under the terms and conditions set forth herein, and any Special Projects to which the Parties may agree. Garland shall provide all necessary facilities, personnel, service documentation, transportation and software to maintain, install, program, and/or modify the Covered Equipment.

2.02 Drive-in facility. Garland will operate a drive-in maintenance facility for Forney to bring Subscriber Radios and other portable Covered Equipment for maintenance and repair. The facility shall be open on all Business Days.

2.03 Service calls and response times. Garland agrees to the following response times and conditions:

a) **Normal.** Garland shall provide field service for non-public safety fixed equipment during such dates and times as Garland City Hall may be open for business. Garland will respond to normal service calls within four (4) hours after Forney notifies Garland of the need for such services. Service notifications received after 1:00 p.m. may not be addressed until the following Business Day, depending on Garland’s volume of work and availability.

b) **Emergency.** Garland shall provide emergency field service within two (2) hours of notification, regardless of date or time, for Fire Station Alerting (FSA) equipment, public safety repeaters, base/control stations, consoles, voting equipment, and remotes.

2.04 Customer support line. Garland shall maintain a twenty-four (24) hour customer support telephone line for Forney to report any outages. Garland shall ensure the customer support line is available each day of the year, including weekends and holidays.

2.05 Notice by email. For purposes of this Article 2, Forney may notify Garland by emailing the head of Garland’s IT department or his designated proxy. Forney may also notify Garland by telephone by calling the customer support line.

Article 3 Covered Services.

3.01 Subscriber Radios. Garland shall provide labor to perform technical troubleshooting of any Subscriber Radio.

a) Maintenance issues, other.

(1) During the troubleshooting process, if Garland determines the power cable, remote cables, power sources, antennas, or other peripheral equipment is the result of the radio failure, Garland shall notify Forney of the issue so that Forney may either provide Garland the appropriate equipment necessary to effect the repairs, or notify Garland, in writing, to obtain the necessary replacement equipment and invoice Forney for the necessary expense to purchase and obtain said equipment. Garland may, at its sole option, refuse to obtain any necessary replacement equipment and require Forney to do so at Forney’s sole expense.

(2) If Garland determines that the Subscriber Radio failure resulted from any electrical malfunction of vehicle wiring and/or power sources, Garland will notify Forney. Repair of any damage caused by electrical malfunction shall be considered a Special Project. If the Cities do not agree to the Special Project, Garland shall return the damaged equipment to Forney at Forney’s expense.

b) Subscriber Radio service fees.

(1) Garland shall charge Forney a monthly fee for making its technical troubleshooting services for each Subscriber Radio available to Forney as outlined herein below (the “Radio Fee”).

(2) The Radio Fee shall be set forth in the Work Order.

(3) The total monthly Radio Fee for all Subscriber Radios combined shall be calculated by multiplying the total number of Subscriber Radios Forney possesses by the Radio Fee set forth in the Work Order (“Total Monthly Radio Fee”). The amount due for the entire year shall be determined by multiplying the Total Monthly Radio Fee by twelve (12) (“Total Annual Radio Fee”).

(4) In the event Forney obtains additional Subscriber Radios during the pendency of a Work Order, it shall, within five (5) business days of taking

possession of said Subscriber Radios, notify Garland, in writing, that it obtained additional Subscriber Radios and provide all necessary identifying information (model, serial numbers, etc.).

(5) Forney shall pay the Radio Fee for any new Subscriber Radio(s) at the time it notifies Garland of its acquisition as set forth in Section 3.01(b)(3), *supra*, beginning in the calendar month Forney notifies Garland of its acquisition of said Subscriber Radio. The total amount due for any new Subscriber Radio shall be calculated by multiplying the number of months remaining under the active Work Order, including the month in which Forney notified Garland of the acquisition, by the monthly Radio Fee set forth in the active Work Order.

(7) In the event Forney decreases the number of Subscriber Radios it possesses, it shall notify Garland within five (5) business days. Forney shall be entitled to a prorated refund of the Radio Fee for said Subscriber Radios, to be calculated by multiplying the amount of the Radio Fee by the remaining number of months the Work Order shall be in effect. The month in which Forney notifies Garland of the decrease in the number of Subscriber Radios shall not be included in this calculation.

3.02 Manufacturer repairs. In the event a Subscriber Radio needs to be sent to the manufacturer for repair, the following protocols shall apply.

a) **Shipping.** Garland shall send the Subscriber Radio to the manufacturer for repairs. Garland shall invoice Forney for any shipping and handling expenses Garland incurs in this process.

b) **Estimates; authorization.** Garland shall request the manufacturer provide an estimate for the cost of repairs and for the length of time the manufacturer estimates it will take to complete the repairs. Garland will forward this information, once provided by the manufacturer, to Forney prior to authorizing the repairs. Forney shall, upon receiving the manufacturer's estimate, notify Garland whether or not the manufacturer should proceed with the recommended repairs. The Parties mutually acknowledge that Garland shall not be held responsible in the event the manufacturer's final bill exceeds the preliminary estimate.

c) **Repair costs.** Garland shall bill Forney for any manufacturer depot repairs at the manufacturer's invoice amount, including any shipping and handling charges or other fees and costs the manufacturer may have invoiced.

d) **Reprogramming; installation.** Garland shall reprogram a Subscriber Radio returned from the manufacturer to the radio's specifications at the time Forney presented the Subscriber Radio to Garland for repairs. Garland shall then reinstall the Subscriber

Radio into the Forney vehicle (if necessary), and ensure that the Subscriber Radio is activated on the radio System servers.

3.03 Spare radios. At times, the Parties recognize that Forney may periodically need a temporary replacement radio for use while a Subscriber Radio is being serviced, maintained, or repaired. Upon Forney's request, Garland shall program a spare radio and, if requested, install the spare radio into Forney's vehicle. Forney shall be solely responsible for obtaining and providing the spare radio at its own expense.

3.04 Covered Services. In addition to the foregoing services for Subscriber Radios, the following shall be considered "Covered Services":

a) **Covered equipment.** Garland shall provide labor to troubleshoot the Covered Equipment.

b) **On-site equipment.** Garland shall provide on-site troubleshooting and repair services for the Covered Equipment.

c) **Call management services.** Garland shall provide call management services for any issues with the infrastructure equipment, dispatch equipment, or Subscriber Radios.

3.05 Annual preventative maintenance. Garland shall provide the manufacturer's recommended annual preventative maintenance measures for the Covered Equipment.

3.06 Replacement parts. Garland shall bill Forney for any necessary replacement parts at Garland's cost.

3.07 Consumables. Garland shall bill Forney any Consumables necessary to repair the Covered Equipment at Garland's cost.

3.08 Exclusions. The following items are explicitly excluded from Covered Services: tower, generator, and power systems.

3.09 Notice by email. For purposes of this Article 3, Forney may satisfy any notice requirements contained herein by emailing the head of Garland's IT department or his designated proxy. Forney may also notify Garland by telephone by calling the customer support line. Likewise, Garland may satisfy any notice requirements by emailing the head of Forney's IT department or his designated proxy.

Article 4 Special Projects.

4.01 The Parties recognize that Forney may, from time to time, request Garland provide services related to Forney's communications system, which are not covered by the terms of this

Master Agreement or the active Work Order. These services, referred to herein as “Special Projects”, may require Garland to perform electronic, electrical, and mechanical design, installation and/or modification of various equipment and sub-systems to achieve the outcome Forney desires. Upon Forney’s written request, Garland may, at its sole discretion, prepare a written proposal for Forney’s review and approval for any such Special Project. The Parties agree that the proposal is only an estimate of the cost to perform the Special Project. If the actual cost to perform the Special Project has or will exceed the estimated amount of the proposal by more than ten percent (10%), then Garland will stop work and notify Forney prior to proceeding with the services. Forney shall decide whether Garland should continue the Project, and shall notify Garland of its decision. In the event the final invoice reflecting Garland’s actual costs for parts, equipment, consumables and time varies from the written proposal and Forney was notified and agreed to the increased cost, the final invoice shall control.

4.02 Programming. Any programming, alignment, tuning, or firmware updates other those set forth in Sections 3.02(c) and 3.03 above shall be considered a Special Project.

4.03 Cost. For any Special Projects, Garland shall invoice Forney as follows:

a) **Parts and equipment.** Garland shall invoice Forney for parts and equipment at Garland’s actual cost, including any applicable shipping and handling fees Garland incurs.

b) **Consumables.** Garland shall invoice Forney for consumables used in any Special Projects at Garland’s actual cost, including any applicable shipping and handling fees Garland may incur.

c) **Labor.** Garland shall invoice Forney for labor on an hourly rate. The Special Project’s rate shall be that set forth in the current Work Order. In the event a given Special Project spans multiple Work Orders, the hourly rate shall be the rate designated in the Work Order in effect at the time Forney approves Garland’s proposal. A minimum of one hour of labor shall be charged for any Special Project.

Article 5 Work Orders.

5.01 Negotiation of Work Orders. The Parties shall begin negotiations for a new Work Order in sufficient time for the Work Order and any associated fees and expenses to be accounted for in each City’s budgeting process.

5.02 Subject to Master Agreement. Each Work Order shall state that it is subject to the terms and conditions of this Master Agreement. In the event of a conflict between the terms of a particular Work Order and this Agreement, the Work Order terms shall apply.

5.03 Work Order Fees. Each Work Order shall indicate the following:

- a) The annual fee Garland will charge Forney to provide the Covered Services;
- b) The hourly rate Garland will charge Forney for any Special Project;
- c) The amount of the Radio Fee for each of the Subscriber Radios; and
- d) Whether any additional equipment beyond that described in this Master Agreement shall, for the duration of that particular Work Order, be considered Covered Equipment.

5.04 Term of Work Orders. Unless the terms of an individual Work Order state to the contrary, each Work Order shall begin at midnight on October 1 of a given calendar year and shall continue through 11:59 p.m. on September 30 of the following calendar year.

Article 6 Payment

6.01 Annual Covered Services Fee. Forney shall pay Garland the annual fee for Covered Services no later than ten (10) business days after each Work Order takes effect.

6.02 Radio Fees. Forney shall pay Garland the Total Annual Radio Fee at the same time it pays the annual Covered Services fee described in Section 6.01, *supra*.

6.03 Invoices. Garland shall periodically invoice Forney for any parts, consumables, labor or other charges not included in the Covered Services. Payment for these periodic invoices is due thirty (30) days after issuance. To the extent any invoice includes pass-through charges for equipment or manufacturer repairs not covered by warranty, Garland shall provide documentation of the expense for Forney's records. If Forney fails to pay an invoice within ninety (90) days after issuance, the failure to pay shall be considered a breach of this Master Agreement.

6.04 Interest. Garland shall not charge Forney interest for the first thirty (30) days after Garland issues and sends Forney an invoice. Beginning on the thirty-first (31st) day, Forney shall pay Garland interest on any outstanding invoice(s) at the rate authorized pursuant to Chapter 2251 of the Texas Government Code.

Article 7 Term

7.01 Term of Master Agreement. This Master Agreement shall commence on the Effective Date and shall continue until and including September 30, 2026 (the "Initial Term"), unless terminated earlier as provided herein. Unless terminated earlier as provided herein, following the Initial Term, this Master Agreement shall automatically renew for successive terms of three (3) years each 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 elects not to renew this Master Agreement. A Party shall provide written notice to the other Party that it does not wish to renew this Master Agreement at least five hundred and forty (540) 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”.

7.02 Termination in Event of Non-Appropriation of Funds. As home rule municipalities in the State of Texas, both Parties are subject to **Tex. Const. art. III, § 52-a** prohibiting unfunded debt. All expenditures to be made by each City under the terms of this Master Agreement and any associated Work Order shall be subject to such City'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 Party 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 either this Master Agreement or any associated Work Order for the City's next fiscal year. In the event the City Council of either City fails to appropriate funds in any fiscal year during the Term of this Master Agreement and any associated Work Order for the payment of all obligations of such City under the terms of this Master Agreement and any associated Work Order for such fiscal year, such Party shall have the right to terminate this Master Agreement and any associated Work Order by giving the other Party written notice of the non-appropriation of funds within five (5) days after such City fails to appropriate the necessary funds. The termination of this Master Agreement and/or any associated Work Order as a result of either Party's failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated.

7.03 Early Termination. Notwithstanding anything to the contrary herein, either Party may terminate this Master Agreement without cause prior to the end of the Initial Term subject to the following:

- a) The Party desiring to terminate this Master Agreement must give the other Party at least two hundred and ten (210) days prior written notice of termination; and
- b) The termination date shall be at 11:59 p.m. on the first September 30th after passage of the two hundred and ten (210) day notice period.

7.04 Effect of Termination of Master Agreement Pursuant to Sections 7.02 or 7.03. In the event either Party terminates this Master Agreement pursuant to Section 7.02 or 7.03 above, the following provisions shall apply:

- a) Prior to the date of termination, the terminating Party must pay any remaining financial obligations related to the active Work Order which were incurred or accrued prior to the date of the termination; and

b) The provisions of this Section 7.04 shall expressly survive the termination of this Master Agreement.

7.05 Notice of termination. No Notice of Termination shall be effective unless given in accordance with the provisions of Article 10.18 below.

7.06 Effect of termination. Any Work Order in effect at the time this Master Agreement terminates is likewise terminated. Any amounts due and owing pursuant to such Work Order, less any agreed offsets, shall be paid within thirty (30) days.

Article 8 Performance

8.01 Priority and order of work. Garland shall have the right to determine the time, order, and priority in which its obligations under this Master Agreement shall be performed under each Work Order, as well as any other matters relative to the timely and orderly conduct of Garland's work.

8.02 Clean up. For repairs and maintenance performed within the corporate limits of Forney, Garland agrees to clean up all debris, trash, and refuse generated by its work at the end of each work day, and shall otherwise leave its work area clean and free of debris.

Article 9 Dispute Resolution

9.01 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 the other Party has breached any provision of this Master Agreement or any active Work Order, the non-breaching Party shall provide the other Party written notification of the alleged breach, describing the facts and circumstances the non-breaching Party claims constitutes the breach. The other Party shall have one hundred and twenty (120) days to cure any such breach.

9.03 Informal mediation. The Cities agree that, in the event of a dispute, the appropriate technical directors and other City officials, including, but not limited to, a representative from each City's City Attorney's office and one of the three persons appointed by each City to the Governance Board, 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 for either side shall be paid by the party requesting the attendance of such participants.
- b) If the Parties are unable to jointly agree upon a mediator, the parties shall request the American Arbitration Association (“AAA”) appoint a mediator and conduct the mediation under the AAA’s Commercial Mediation Procedures. All expenses of the mediation, 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 either side shall be paid by the party requesting the attendance of such participants.

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 shall be entitled to recover its costs, reasonable expenses, expert fees and reasonable attorneys' fees incurred in connection with such 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. If both Parties are “prevailing parties” or if neither Party is a “prevailing party”, then each side shall bear its own costs, reasonable expenses, expert fees and reasonable attorney’s fees.

Article 10 Miscellaneous Provisions

10.01 All modifications in writing. This Master Agreement may be modified only by a writing signed by both Cities 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.

10.02 Severability. Should any part, term, or provision of this Master Agreement or any Work Order governed by this Master Agreement be held void, illegal, or unenforceable, the validity of the remaining portions or provisions shall not be affected thereby. However, in such event, said part, term, or provision of this Master Agreement and/or any active Work Order issued pursuant thereto shall be modified to the minimum extent necessary to conform to the requirements of such law and be valid and enforceable, and as so modified, shall continue in full force and effect. The failure of either Party to insist upon the performance of any of the terms, covenants, or

conditions of the Master Agreement and/or Work Order, or to exercise any right granted to such Party therein, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

10.03 Entirety of agreement. This Master Agreement is solely for the benefit of the Parties to said Master Agreement, and represents the entire and integrated Master Agreement between the Parties, subject to any active Work Orders issued pursuant to this Master Agreement, and any exhibits hereto; and supersedes all prior negotiations, representations, and agreements, whether oral or written, and does not create a third party benefit or obligation to anyone not a party hereto.

10.04 Assignment. Neither Party shall assign, sublet, subcontract, or transfer any interest in this Master Agreement or any Work Orders governed by this Master Agreement without prior written consent of the other Party, which consent may be withheld at that Party's sole discretion. No assignment, delegation of duties or subcontract under this Master Agreement or any associated Work Order(s) will be effective and enforceable without the written consent of both Parties.

10.05 No creation of debt. To the extent, if any, that this Master Agreement or any active Work Order imposes an obligation on either City 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 Master Agreement or Work Order. All obligations of a City under this Master Agreement and any active Work Order are payable solely from that City's operations budget in parity with all other operating expenses of that City and no ad valorem tax revenue or other revenues of that City shall in any manner be pledged or be deemed to have been pledged to the payment of any amounts under this Master Agreement or any active Work Order 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 Master Agreement and active Work Order shall never be construed to be a debt or pecuniary obligation of either City of such kind as to require the City to levy and collect ad valorem taxes to discharge its obligations and no obligation of either City to make a payment or other expenditure under same shall be payable through funds raised by taxation. Neither City has created and is not required to create any sort of sinking fund to secure the obligations of payment or other expenditure under this Master Agreement and active Work Order. To the extent not otherwise covered in this Master Agreement and active Work Order, each City retains its governmental and sovereign immunities and its limitations of liability. The Parties agree that each City is entering into this Master Agreement and any Work Order governed by same 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.

10.06 Validity of conflicting terms. Any provision of this Master Agreement or any active Work Order is void and unenforceable if it: (1) limits or releases either Party from liability that

would exist by law in the absence of the provision; (2) creates liability for either Party that would not exist by law in the absence of the provision; or (3) waives or limits either Party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

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

10.08 Waiver. Either City shall have the right to waive any requirement contained in this Master Agreement (or any active Work Order) which is intended for the waiving Party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the Party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Master Agreement or any active Work Order 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.

10.09 Paragraph Headings; Construction. The paragraph headings contained in this Master Agreement and any active Work Order are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both Parties have participated in the negotiation and preparation of same, and this Master Agreement and any active Work Order shall not be construed either more or less strongly against or for either Party.

10.10 Binding Effect. Except as limited herein, the terms and provisions of this Master Agreement and any active Work Order shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

10.11 Counterparts. This Master Agreement and any Work Order governed thereby 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.

10.12 Exhibits. All exhibits to this Master Agreement and any active Work Order are incorporated herein by reference for all purposes wherever reference is made to the same.

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

10.14 Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Master Agreement or any Work Orders governed thereby shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture, or employment, it being expressly understood and agreed that no provision contained in said documents 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 Master Agreement and any Work Order governed thereby. Neither Party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except in accordance with the express terms of this Master Agreement and associated Work Orders or as otherwise authorized in writing by the other. There are no third-party beneficiaries to this Master Agreement or any associated Work Orders and no third-party beneficiaries are intended by implication or otherwise.

10.15 Force Majeure. Notwithstanding anything in this Master Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados) labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay.

10.16 No Waiver of Immunity or Defense. No Party, by execution of this Master Agreement, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law. By entering into this Master Agreement and /or any Work Order(s) governed by this Master Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

10.17 AS-IS. THE WARRANTIES CONTAINED IN THIS MASTER AGREEMENT AND ANY ASSOCIATED WORK ORDERS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE GOODS AND SERVICES BEING PROVIDED UNDER THIS MASTER AGREEMENT AND ANY ASSOCIATED WORK ORDERS ARE BEING OFFERED AND SOLD AS IS.

FORNEY AGREES THAT GARLAND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT OR REVENUE ARISING FROM THE PROVISION OF GOODS OR SERVICES UNDER THIS MASTER AGREEMENT AND ANY ASSOCIATED WORK ORDERS EVEN IF GARLAND HAS BEEN ADVISED OF SUCH POSSIBILITY. IN NO EVENT SHALL DAMAGES TO FORNEY, WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, BY TORT, STRICT LIABILITY OR OTHERWISE EXCEED THE AMOUNT PAID BY FORNEY UNDER THIS MASTER AGREEMENT AND ANY WORK ORDER IN EFFECT AT THE TIME SUCH DAMAGES AROSE. IF THE EVENT OR OCCURRENCE SPANS MULTIPLE WORK ORDERS, GARLAND'S DAMAGES SHALL BE LIMITED TO THE AMOUNT PAID BY FORNEY FOR THE EARLIEST INDIVIDUAL WORK ORDER, ALL OTHER WORK ORDERS BEING DISREGARDED FOR DAMAGE CALCULATION PURPOSES.

FORNEY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, FORNEY VOLUNTARILY CONSENTS TO THIS WAIVER.

10.18 Addresses. The following addresses shall be used for purposes of satisfying the notice provisions of Articles 7, 9 or 10:

- a) City Secretary
City of Garland, Texas
200 North Fifth Street
Garland, Texas 75040

- b) City Secretary
City of Forney, Texas
101 E Main St.
Forney, Texas 75126

10.19 Warranty. Garland makes no warranties regarding its work and expressly disclaims any and all such warranties. To the extent this Master Agreement discusses warranty work, it is referring only to the warranty agreement between the manufacturer and Forney covering the Subscriber Radios and associated equipment. The Parties agree that any disputes regarding the quality of any manufacturer repairs, the existence or extent of any manufacturer's warranty, and any terms of said warranty are solely between Forney and the manufacturer.

10.21 Time is of the Essence. The Parties agree that time is of the essence in the performance of this Master Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED this ____ day of _____, 2024.

CITY OF GARLAND, TEXAS

By: _____
Judson Rex
City Manager

Approved as to form:


Stephen M. Hines
Sr. Assistant City Attorney

EXECUTED this ____ day of _____, 2024.

CITY OF FORNEY, TEXAS

By: 
Charles Daniels
City Manager

Approved as to form:



Carrie White
Police Chief



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

4. a.

Meeting Date: 12/03/2024

Title: Z 24-31 Olsson (District 4)

Submitted By: Nabila Nur, Planning and Development Director

Issue/Summary

Zoning Ordinance Z 24-31 Olsson

Background

Zoning Case Z 24-31 was approved by public hearing during the November 19, 2024 Regular City Council meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

Z 24-31 Ordinance

Z 24-31 Exhibit A

Z 24-31 Exhibit B

Z 24-31 Concept Plan

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) A SPECIFIC USE PROVISION A RESTAURANT, DRIVE-THROUGH USE ON A PROPERTY ZONED COMMUNITY RETAIL (CR) DISTRICT AND (2) A CONCEPT PLAN FOR A RESTAURANT, DRIVE-THROUGH USE ON AN 0.995-ACRE TRACT OF LAND LOCATED AT 3285 BROADWAY BOULEVARD; 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 14th day of October 2024, the Plan Commission did consider and make recommendations on a certain request for (1) a Specific Use Provision a Restaurant, Drive-Through Use on a property zoned Community Retail (CR) District and (2) a Concept Plan for a Restaurant, Drive-Through Use by **Olsson**; 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 for (1) a Specific Use Provision a Restaurant, Drive-Through Use on a property zoned Community Retail (CR) District and (2) a Concept Plan for a Restaurant, Drive-Through Use on a 0.995-acre tract of land located at 3285 Broadway Boulevard 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 24-31

PASSED AND APPROVED this _____ day of _____,
2024.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

ZONING FILE NUMBER Z 24-31

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 24-31

All of Lot 2, Block 1, Replat of Broadway Crossing, an Addition to the City of Garland, Dallas County, Texas.

EXHIBIT A

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 24-31

3285 Broadway Boulevard

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

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

III. General Regulations: All regulations of the Community Retail (CR) District 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. Specific Regulations:

A. Time Period: The Specific Use Provision shall have a twenty-year time period.

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;

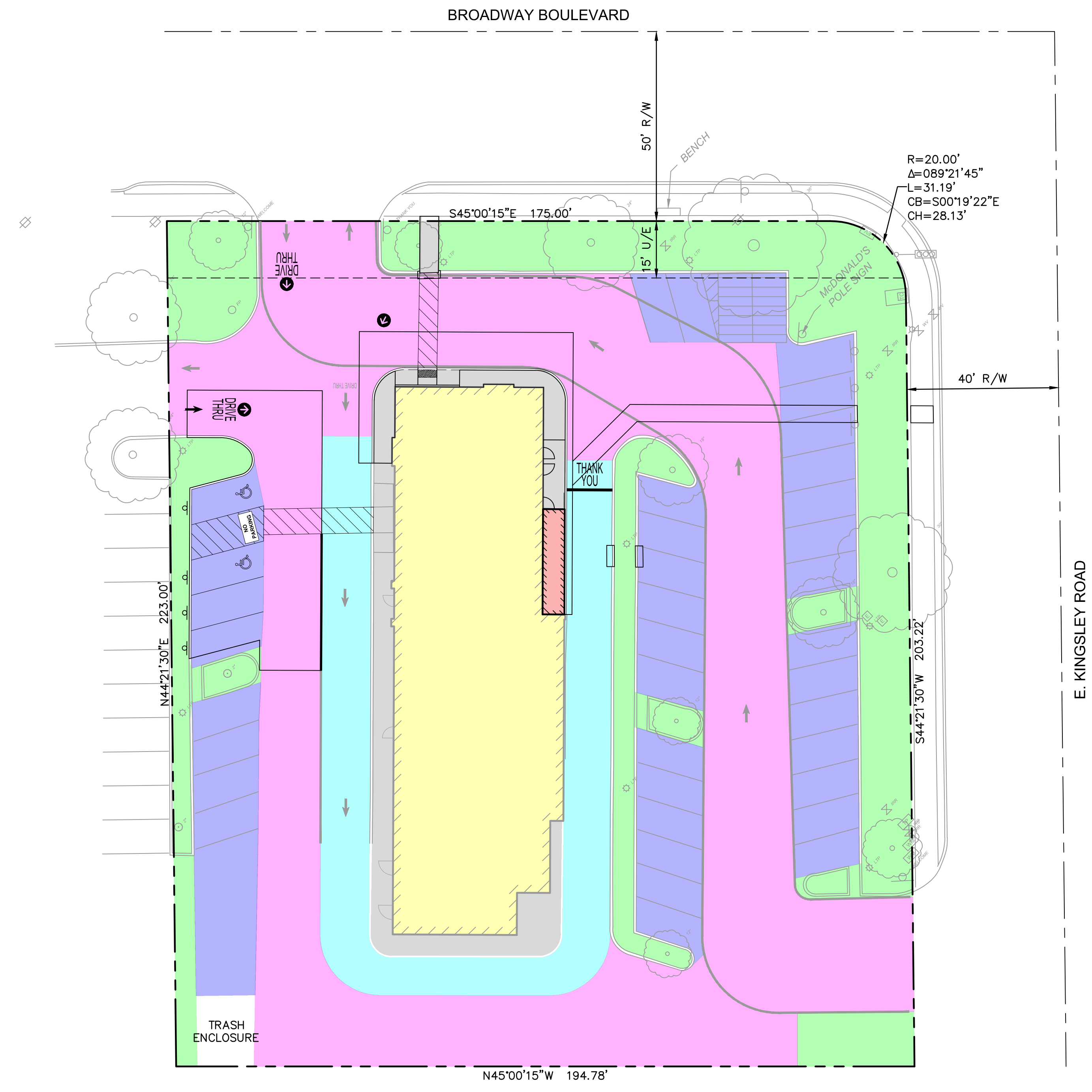
D. Discontinuance of the Land Use for a period of 180 days;

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.

DWG: F:\2024\00501-01000\024-00734-B\40-Design\Exhibits\SUP Concept Plan\SUP Concept Plan.dwg USER: akruze
 DATE: Sep 25, 2024 8:53am XREFS: C_PBASE_B2400734 C_DBASE_B2400734



- LEGEND**
- EXISTING BUILDING
 - PROPOSED BUILDING ADDITION
 - DRIVE THRU
 - PARKING
 - DRIVE AISLE
 - SIDEWALK
 - GREEN SPACE / LANDSCAPING



VICINITY MAP
NOT TO SCALE

EXISTING ZONING
COMMUNITY RETAIL DISTRICT

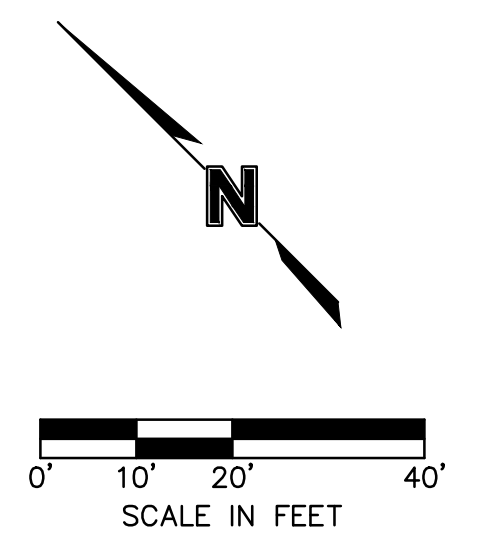
EXISTING/PROPOSED LAND USE
RESTAURANT WITH DRIVE THRU

SITE AREA
43,350 SF, 0.995 ACRES

PROPERTY OWNER
MCDONALD'S CORPORATION
110 N. CARPENTER STREET
CHICAGO, IL 60607
ATTN: AMANDA GOODIE
281.789.2646

APPLICANT
OLSSON
302 S. 4TH STREET, SUITE 110
MANHATTAN, KS 66502
ATTN: ANDY KRUSE
785.320.7855

NOTE
SITE DESIGN AND CONSTRUCTION PLANS SHALL CONFORM TO ALL REQUIREMENTS OF THE GARLAND DEVELOPMENT CODE (GDC), TECHNICAL STANDARD MANUAL (TSM), AND CITY CODES UNLESS AN APPROVED PD NARRATIVE CONDITION EXPRESSLY PROVIDES OTHERWISE. THE CONCEPT PLAN SHALL BE USED TO REPRESENT THE GENERAL IDEA OF THE PROPOSED LAND USE AND SITE ELEMENTS. THE CONCEPT PLAN SHALL NOT SUPERSEDE, AND SHALL BE SUBORDINATE TO, THE STANDARDS, REQUIREMENTS, AND CONDITIONS OF THE GDC, TSM, CITY CODE, OR THE APPROVED PD.



olsson	Olsson - Engineering Texas Registered Engineering Firm F-4253 302 S. 4th Street, Suite 110 TEL 785.638.6800 Manhattan, Kansas 66502 FAX 785.638.6801 www.olsson.com						
McDonald's USA, LLC	PREPARED FOR: © 2024 McDonald's USA, LLC These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared not suitable for use on a different site or at a later time. Use of these drawings for reference or example on another project requires the contract documents for reuse on another project is not authorized.						
CONCEPT PLAN	DRAWN BY AJK	STD ISSUE DATE					
McDONALD'S RESTAURANT GARLAND, TEXAS	REVIEWED BY	DATE ISSUED					
CP	SITE ADDRESS	09.19.24					
042-0578	3285 BROADWAY BLVD, GARLAND, TEXAS						
042-0578.00.0							
REV	DATE	DESCRIPTION					BY



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

4. b.

Meeting Date: 12/03/2024

Title: Z 24-32 Olsson (District 5)

Submitted By: Nabila Nur, Planning and Development Director

Issue/Summary

Zoning Ordinance Z 24-32 Olsson

Background

Zoning Case Z 24-32 was approved by public hearing during the November 19, 2024 Regular City Council meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

Z 24-32 Ordinance

Z 24-32 Exhibit A

Z 24-32 Exhibit B

Z 24-32 Concept Plan

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) A SPECIFIC USE PROVISION FOR A RESTAURANT, DRIVE-THROUGH USE ON A PROPERTY ZONED PLANNED DEVELOPMENT (PD) 02-48 DISTRICT AND (2) A CONCEPT PLAN FOR A RESTAURANT, DRIVE-THROUGH USE ON AN 0.6275-ACRE TRACT OF LAND LOCATED AT 1110 WEST CENTERVILLE 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 28th day of October 2024, the Plan Commission did consider and make recommendations on a certain request for (1) a Specific Use Provision for a Restaurant, Drive-Through Use on a property zoned Planned Development (PD) 02-48 District and (2) a Concept Plan for a Restaurant, Drive-Through Use by **Olsson**; 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 for (1) a Specific Use Provision for a Restaurant, Drive-Through Use on a property zoned Planned Development (PD) 02-48 District and (2) a Concept Plan for a Restaurant, Drive-Through Use on a 0.6275-acre tract of land located at 1110 West Centerville 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 24-32

PASSED AND APPROVED this _____ day of _____,
2024.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 24-32

BEING ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATED IN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS AND BEING A PART OF LOT 3 IN BLOCK 1 OF NEW WORLD SHOPPING CENTER NO. 4, AN ADDITION TO THE CITY OF GARLAND, TEXAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 73200, PAGE 721 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED RIPS 1890 SET FOR CORNER IN THE SOUTH R.O.W. LINE OF CENTERVILLE ROAD (100 FOOT R.O.W.) SAID POINT BEING SOUTH 45 DEGREES 12 MINUTES WEST A DISTANCE OF 61.63 FEET FROM THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 1 OF THE NEW WORLD SHOPPING CENTER NO. 4;

THENCE SOUTH 44 DEGREES 48 MINUTES EAST A DISTANCE OF 231.43 FEET TO A RAILROAD SPIKE SET IN ASPHALT FOR CORNER;

THENCE SOUTH 45 DEGREES 12 MINUTES WEST A DISTANCE OF 118.1 FEET TO A RAILROAD SPIKE SET IN ASPHALT FOR CORNER;

THENCE NORTH 44 DEGREES 48 MINUTES WEST A DISTANCE OF 231.43 FEET TO A 3/4 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED RIPS 1890 SET FOR CORNER IN THE SOUTH LINE OF CENTERVILLE ROAD;

ZONING FILE NUMBER Z 24-32

THENCE NORTH 45 DEGREES 12 MINUTES EAST A DISTANCE OF 118.1 FEET TO THE PLACE OF BEGINNING AND CONTAINING 27,332 SQUARE FEET OF LAND OR 0.6275 ACRES OF LAND, MORE OR LESS.

EXHIBIT A

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 24-32

1110 West Centerville Road

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

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

III. General Regulations: All regulations of the Planned Development (PD) District 02-48 and 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. Specific Regulations:

A. Time Period: The Specific Use Provision shall have a twenty-year time period.

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

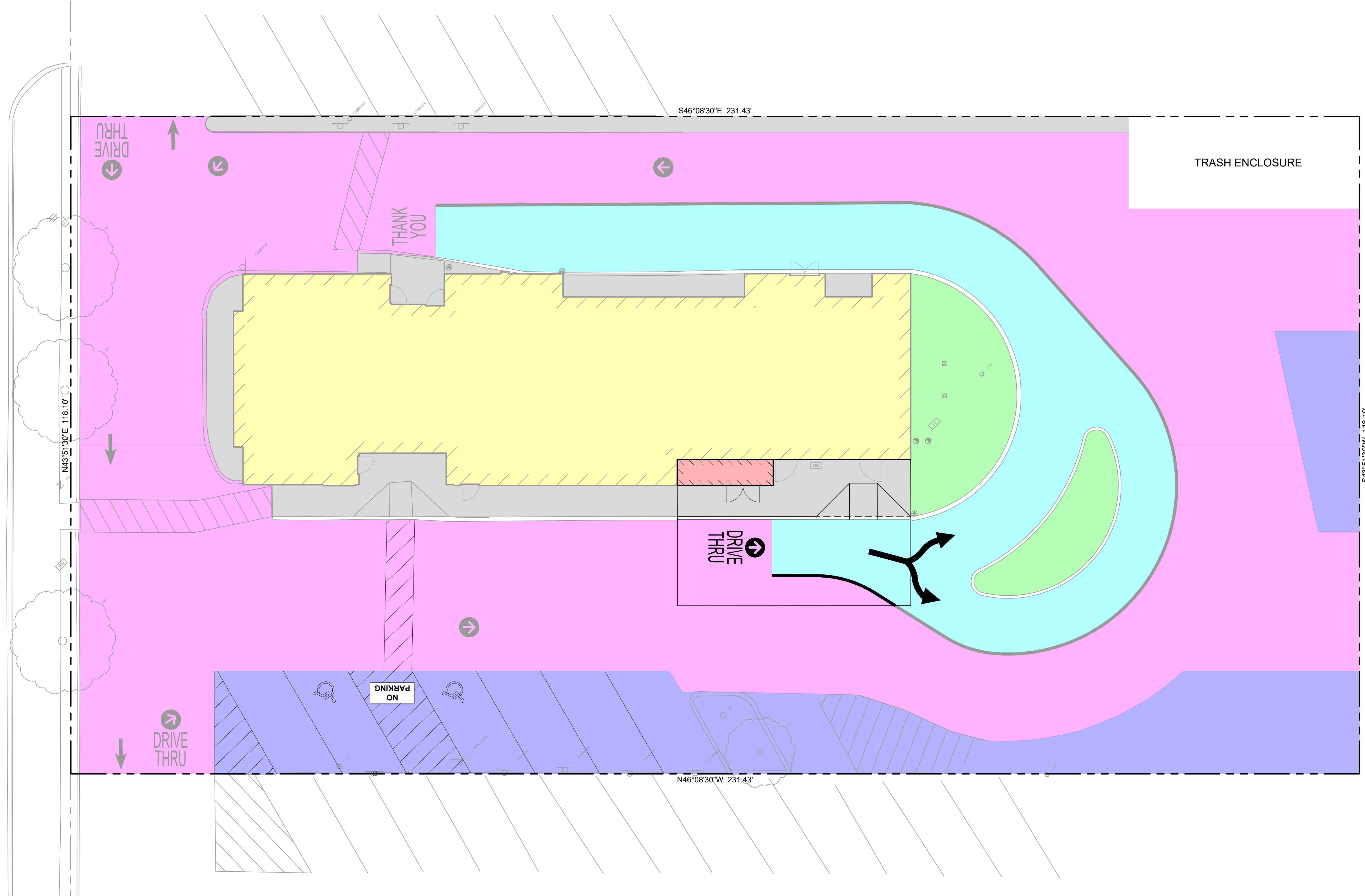
F. Operating a use on the premises, whether as a primary or secondary use, that is not allowed within the PD District, by the GDC, or by state or federal law.

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.

W. CENTERVILLE ROAD



VICINITY MAP
NOT TO SCALE



LEGEND

- EXISTING BUILDING
- PROPOSED BUILDING ADDITION
- DRIVE THRU
- PARKING
- DRIVE AISLE
- SIDEWALK
- GREEN SPACE / LANDSCAPING

EXISTING ZONING
COMMUNITY RETAIL DISTRICT

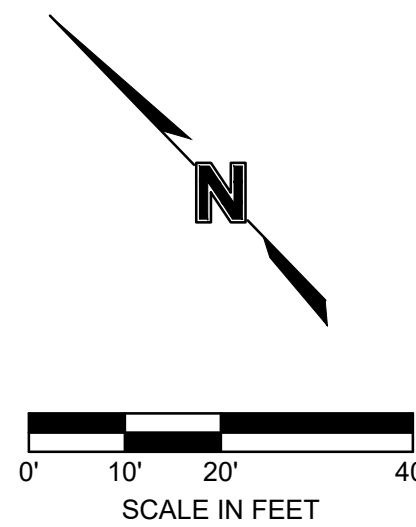
EXISTING/PROPOSED LAND USE
RESTAURANT WITH DRIVE THRU

SITE AREA
27,332 SF, 0.627 ACRES

PROPERTY OWNER
MCDONALD'S CORPORATION
110 N. CARPENTER STREET
CHICAGO, IL 60607
ATTN: AMANDA GOODIE
281.789.2646

APPLICANT
OLSSON
302 S. 4TH STREET, SUITE 110
MANHATTAN, KS 66502
ATTN: ANDY KRUSE
785.320.7855

NOTE
SITE DESIGN AND CONSTRUCTION PLANS SHALL CONFORM TO ALL REQUIREMENTS OF THE GARLAND DEVELOPMENT CODE (GDC), TECHNICAL STANDARD MANUAL (TSM), AND CITY CODES UNLESS AN APPROVED PD NARRATIVE CONDITION EXPRESSLY PROVIDES OTHERWISE. THE CONCEPT PLAN SHALL BE USED TO REPRESENT THE GENERAL IDEA OF THE PROPOSED LAND USE AND SITE ELEMENTS. THE CONCEPT PLAN SHALL NOT SUPERSEDE, AND SHALL BE SUBORDINATE TO, THE STANDARDS, REQUIREMENTS, AND CONDITIONS OF THE GDC, TSM, CITY CODE, OR THE APPROVED PD.



TITLE	CONCEPT PLAN		
DESCRIPTION	MCDONALD'S RESTAURANT GARLAND, TEXAS		
SHEET NO.	042-1206.00.0	CP	
DATE	09.19.24	DATE	
BY		DATE	
REV		DATE	
DESCRIPTION		DATE	

PREPARED FOR:
McDonald's USA, LLC
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GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

4. c.

Meeting Date: 12/03/2024

Title: Z 24-33 Mannik Smith Group, Inc. (District 1)

Submitted By: Nabila Nur, Planning and Development Director

Issue/Summary

Zoning Ordinance Z 24-33 Mannik Smith Group, Inc.

Background

Zoning Case Z 24-33 was approved by public hearing during the November 19, 2024 Regular City Council meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

Z 24-33 Ordinance

Z 24-34 Exhibit A

Z 24-33 Exhibit B

Z 24-33 Concept Plan

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) A SPECIFIC USE PROVISION FOR A RESTAURANT, DRIVE-THROUGH USE ON A PROPERTY ZONED COMMUNITY RETAIL (CR) DISTRICT AND (2) A CONCEPT PLAN FOR A RESTAURANT, DRIVE-THROUGH USE ON AN 1.1512-ACRE TRACT OF LAND (LOT 9R IN NORTH GARLAND COMMONS 2); 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 28th day of OCTOBER 2024, the Plan Commission did consider and make recommendations on a certain request for (1) a Specific Use Provision for a Restaurant, Drive-Through Use on a property zoned Community Retail (CR) District and (2) a Concept Plan for a Restaurant, Drive-Through Use by **Mannik Smith Group, 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 for (1) a Specific Use Provision for a Restaurant, Drive-Through Use on a property zoned Community Retail (CR) District and (2) a Concept Plan for a Restaurant, Drive-Through Use on a 1.1512-acre tract of land (Lot 9R in North Garland Commons 2) 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 24-33

PASSED AND APPROVED this _____ day of _____,
2024.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 24-33

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE JOHN CASEY SURVEY, ABSTRACT NUMBER 257 IN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, AND BEING LOT 9R, OF NORTH GARLAND COMMONS NO. 2, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE CONVEYANCE PLAT THEREOF RECORDED IN DOC NUMBER 2023-202300071048, IN THE OFFICIAL RECORDS OF DALLAS COUNTY, TEXAS. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD SET FOR CORNER IN THE EAST RIGHT-OF-WAY LINE OF NORTH GARLAND AVENUE (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE NORTHWESTERLY CORNER OF SAID LOT 9R AND THE SOUTHWEST CORNER OF LOT 10R, OF NORTH GARLAND COMMONS NO. 2, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE CONVEYANCE PLAT THEREOF RECORDED IN DOC NUMBER 2023-202300071048, IN THE OFFICIAL RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH 77° 12' 57" EAST DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID NORTH GARLAND AVENUE AND ALONG THE NORTH LINE OF SAID LOT 9R AND THE COMMON SOUTH LINE OF SAID LOT 10R, FOR A DISTANCE OF 281.29 FEET TO AN "X" SET IN CONCRETE FOR THE NORTHEAST CORNER OF SAID LOT 9R AND THE SOUTHEAST CORNER OF SAID LOT 10R, SAID POINT BEING IN THE

ZONING FILE NUMBER Z 24-33

WEST LINE OF LOT 2, BLOCK 1, OF DPS-190 ADDITION, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NUMBER 202400057150 OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS, SAID LOT 2 BEING CONVEYED TO C&M VILLARREAL FAMILY LIMITED PARTNERSHIP, LTD., BY DEED RECORDED IN INSTRUMENT NUMBER 202200231590 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH $12^{\circ} 47' 09''$ WEST ALONG THE EAST LINE OF SAID LOT 9R AND THE WEST LINE OF SAID LOT 2 AND C&M VILLARREAL FAMILY LIMITED PARTNERSHIP, LTD. TRACT FOR A DISTANCE OF 30.02 FEET TO AN "X" SET IN CONCRETE FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 320.00 FEET, A CENTRAL ANGLE OF $21^{\circ} 55' 52''$, A CHORD BEARING SOUTH $02^{\circ} 29' 54''$ WEST AT A DISTANCE OF 121.74 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT AND ALONG THE EAST LINE OF SAID LOT 9R AND THE WEST LINE OF SAID LOT 2 AND C&M VILLARREAL FAMILY LIMITED PARTNERSHIP, LTD. TRACT FOR AN ARC DISTANCE OF 122.49 FEET TO AN ALUMINUM MONUMENT FOUND AT THE SOUTHEASTERLY CORNER OF SAID LOT 9R AND THE NORTHEASTERLY CORNER OF LOT 8 OF NORTH GARLAND COMMONS NO. 2, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2022-202200228962 OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH $81^{\circ} 32' 46''$ WEST ALONG THE SOUTH LINE OF SAID LOT 9R AND THE NORTH LINE OF SAID LOT 8 FOR A DISTANCE OF 122.41 FEET TO AN ALUMINUM MONUMENT FOUND FOR THE NORTHWESTERLY CORNER OF SAID LOT 8 AND THE COMMON CORNER OF SAID LOT 9R, SAID POINT BEING IN THE NORTH LINE OF LOT 1,

EXHIBIT A

ZONING FILE NUMBER Z 24-33

BLOCK 1, OF NORTH GARLAND COMMONS ADDITION, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NUMBER 200503602703 OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS, SAID LOT 1 BEING CONVEYED TO BANK OF AMERICA BY DEED RECORDED IN VOLUME 2004239, PAGE 782 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH 41° 46' 06" WEST ALONG THE SOUTH LINE OF SAID LOT 9R AND THE NORTH LINE OF SAID LOT 1 AND BANK OF AMERICA TRACT, FOR A DISTANCE OF 67.50 FEET TO A 5/8" IRON ROD SET FOR THE COMMON CORNER OF SAID LOT 9R AND LOT 1;

THENCE SOUTH 84° 22' 00" WEST CONTINUING ALONG THE SOUTH LINE OF SAID LOT 9R AND THE NORTH LINE OF SAID LOT 1 AND BANK OF AMERICA TRACT, FOR A DISTANCE OF 137.03 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 9R AND THE NORTHWEST CORNER OF LOT 1 AND BANK OF AMERICA TRACT, SAID POINT BEING IN THE EAST RIGHT-OF-WAY LINE OF AFORESAID NORTH GARLAND AVENUE;

THENCE NORTH 11° 39' 05" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF AFORESAID NORTH GARLAND AVENUE AND THE WEST LINE OF SAID LOT 9R FOR A DISTANCE OF 198.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 50,145 SQUARE FEET OR 1.1512 ACRES OF LAND, MORE OR LESS.

EXHIBIT A

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 24-33

Near 6010 North Garland Avenue (East side of North Garland Avenue, north of George Bush Service Road East)

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Restaurant, Drive-Through.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Community Retail (CR) District 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. Specific Regulations:**
- A. Time Period:** The Specific Use Provision shall have a twenty-five-year time period.
- 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

PD/SUP Requirements

Zoning File 24-33

Page 2

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.

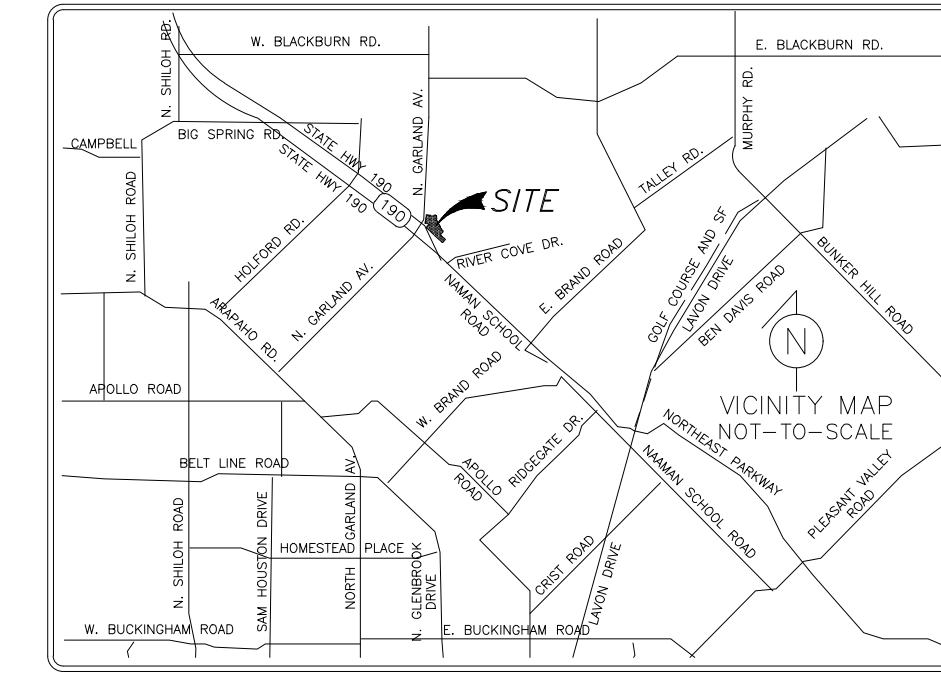
The termination of utilities on the premises for a period of 180 calendar days is prima facie evidence of abandonment and the owner shall have the burden to prove that the Land Use has not been abandoned.

PARCEL INFORMATION
 LOT 9 (1.0708 AC)
 NORTH GARLAND COMMONS NO. 2
 DOC.#2022-202200228962
 P.R.D.C.T.

FIT CASE NUMBER:
 240725-1
CURRENT ZONING:
 CR-COMMUNITY RETAIL

SMALLS SLIDERS

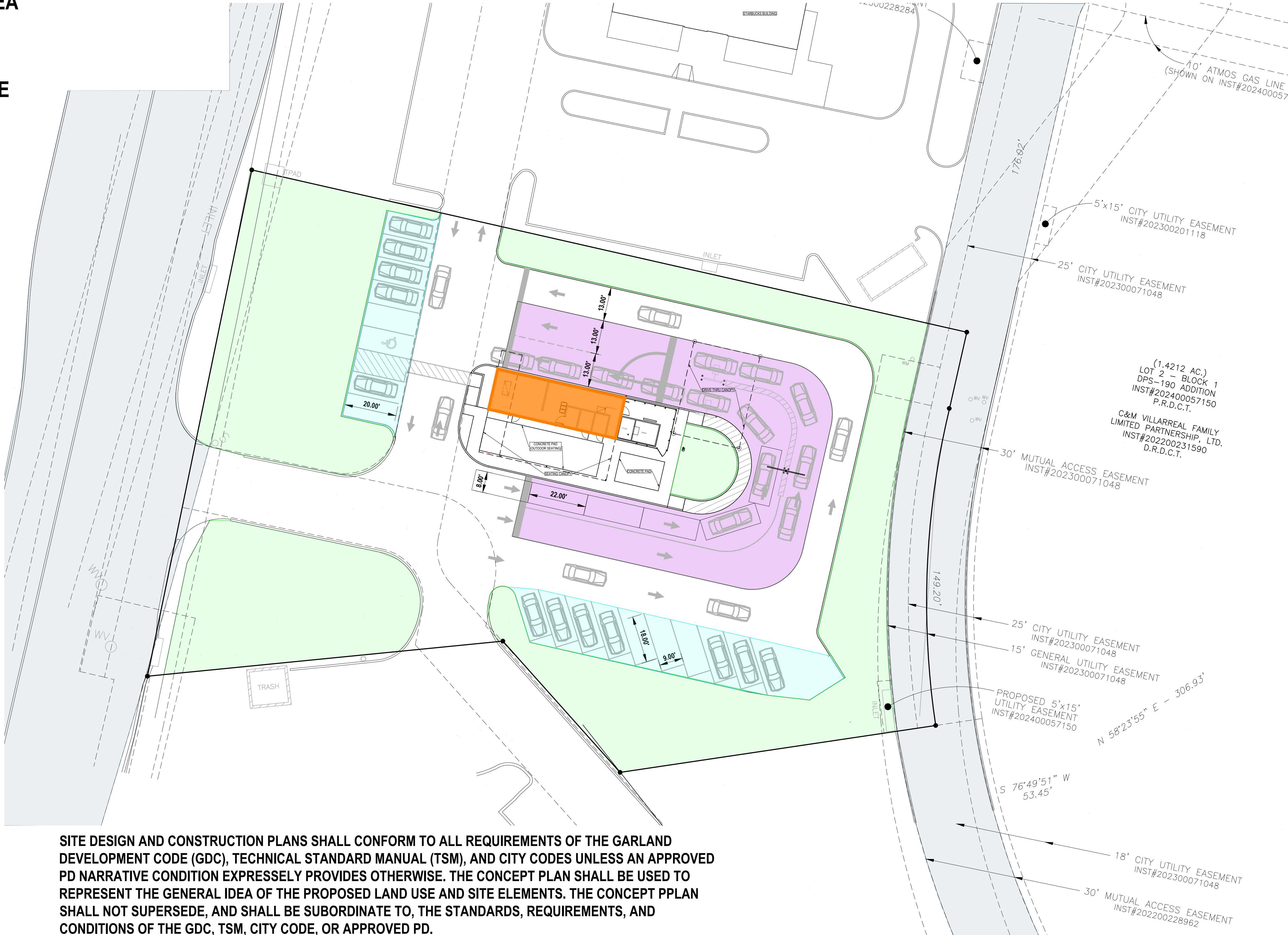
NEAR 6010 N GARLAND AVE
 NORTH GARLAND COMMONS NO. 2



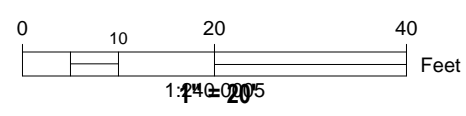
OWNER
 NAME: GAURAV AGGARWAL
 COMP: OM TEXAS SLIDERS
 PH: 814-880-5288
 ADD: 830 JULIE RIVERS RD, STE 302
 SUGARLAND, TX 77478

APPLICANT & PLAN PREPARER
 NAME: ROBERT DENNIS
 COMP: MANNIK & SMITH GROUP
 PH: 216-378-1490
 ADD: 20600 CHAGRIN BLVD, SUITE 500
 SHAKER HEIGHTS, OH 44122

- SMALLS SLIDERS BUILDING
- LANDSCAPE AREA
- PARKING AREA
- DRIVETHRU LANE
- PUBLIC ROADS



SITE DESIGN AND CONSTRUCTION PLANS SHALL CONFORM TO ALL REQUIREMENTS OF THE GARLAND DEVELOPMENT CODE (GDC), TECHNICAL STANDARD MANUAL (TSM), AND CITY CODES UNLESS AN APPROVED PD NARRATIVE CONDITION EXPRESSLY PROVIDES OTHERWISE. THE CONCEPT PLAN SHALL BE USED TO REPRESENT THE GENERAL IDEA OF THE PROPOSED LAND USE AND SITE ELEMENTS. THE CONCEPT PPLAN SHALL NOT SUPERSEDE, AND SHALL BE SUBORDINATE TO, THE STANDARDS, REQUIREMENTS, AND CONDITIONS OF THE GDC, TSM, CITY CODE, OR APPROVED PD.



NO.	DATE	BY	DESCRIPTION
1			CONCEPT NOT FOR CONSTRUCTION

20600 CHAGRIN BOULEVARD SUITE 500 SHAKER HEIGHTS, OH 44122 TEL: 216.378.1490 FAX: 216.378.1497	PROJECT DATE: 10/10/2024 PROJECT NO.: 401.2401004.000 DRAWN BY: NR8 CHECKED BY: RD
--	---

TECHNICAL SKILL CREATIVE SPIRIT. www.MannikSmithGroup.com	PREPARED FOR: GAURAV AGGARWAL OM TEXAS SLIDERS 830 JULIE RIVERS RD, STE 302 SUGARLAND, TX 77478
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SITE IMPROVEMENT PLAN FOR OM TEXAS SLIDERS GARLAND, TEXAS NEAR 6010 N GARLAND AVE	CONCEPT PLAN
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1	1
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W:\Projects\2024\100-1196201004-02-02-2024\Site Plans\Survey\Overlay\overlay.dwg Last saved: 10/10/2024 12:27 PM by: rbarnett, plotted: 10/10/2024 12:37 PM



GARLAND

PLANNING REPORT

City Council Regular Session

5. a.

Meeting Date: 12/03/2024

Item Title: Z 24-34 City of Garland (District 2)

Submitted By: Matthew Wolverton, Development Planner

REQUEST

Approval of a change in zoning from Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District. The site is located at 2701 East Centerville Road.

LOCATION

2701 East Centerville Road

OWNER

City of Garland

PLAN COMMISSION RECOMMENDATION

On November 11, 2024, with a seven (7) to zero (0) vote, the Plan Commission recommended approval of a change in zoning from Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District. The site is located at 2701 East Centerville Road.

STAFF RECOMMENDATION

As the proposed rezoning is consistent with the Future Land Use Map and the is compatible and complementary to the surrounding areas, staff recommends approval of a change in zoning from Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District.

BACKGROUND

The subject property is currently a vacant lot largely covered by trees, flood plain, and containing GP&L power line infrastructure. A rezoning request was received by the City earlier this year proposing industrial-oriented uses such as bulk materials storage and lineman training center on the property. On July 22, 2024, the Plan Commission considered this zoning case and recommended denial, followed by the withdrawal of the application. During the Plan Commission meeting, the City received significant amount of opposition from the property owners within the required notification area.

As this property is owned by the City of Garland, the City proactively considered and evaluated the optimum uses for this site and determined that agricultural land uses should prevail to preserve the integrity of the surrounding neighborhoods.

The site, as well as additional contiguous wooded city-owned land is now being proposed to be rezoned from Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District, through this city-initiated rezoning case.

SITE DATA

The subject property contains approximately 91.378 acres in area. The development is being proposed with the rezoning application. The primary purpose is to preserve the open space and wooded areas through agricultural zoning.

USE OF PROPERTY UNDER CURRENT ZONING

The purpose of Planned Development (PD) District 85-62 for Industrial & Community Retail Uses is to allow a large range of specific industrial and commercial uses. The purpose of Planned Development (PD) District 86-5 was an amendment to the previous PD, allowing for Single-Family-7 (SF-7) and Community Retail (CR) Districts, specifically on a tract at the intersection of East Centerville Road and Miller Road that is no longer part of the overarching Planned Development (PD) District. The property currently remains undeveloped despite the existing zoning.

CONSIDERATIONS

The proposal is a traditional straight rezoning without the formation of a Planned Development (PD) District. These requests do not require Concept Plan approval to commence or direct development. Development is dependent on the standards set forth by the Garland Development Code (GDC) and the goals and policies established within the Comprehensive Plan. This change in zoning is not intended to restrict uses or secure development performances beyond what is permitted within the proposed zoning district and the GDC. Accordingly, the GDC requires careful consideration as to how closely the proposed district follows the policies of the Comprehensive Plan, and to what degree the rezoning will affect surrounding and future development.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Comprehensive Plan recommends Parks and Open Space in this General Area. Public Parks and Open Space areas include the vast array of park, recreation, and open space lands. This can range from small neighborhood playgrounds to community parks with outdoor picnic areas, hike and bike trails, and play fields and tennis courts to community recreation centers with swimming pools or indoor gymnasiums, as well as natural areas and floodplains.

Rezoning this area to Agriculture (Ag) perfectly fits the vision set forth by the Comprehensive Plan.

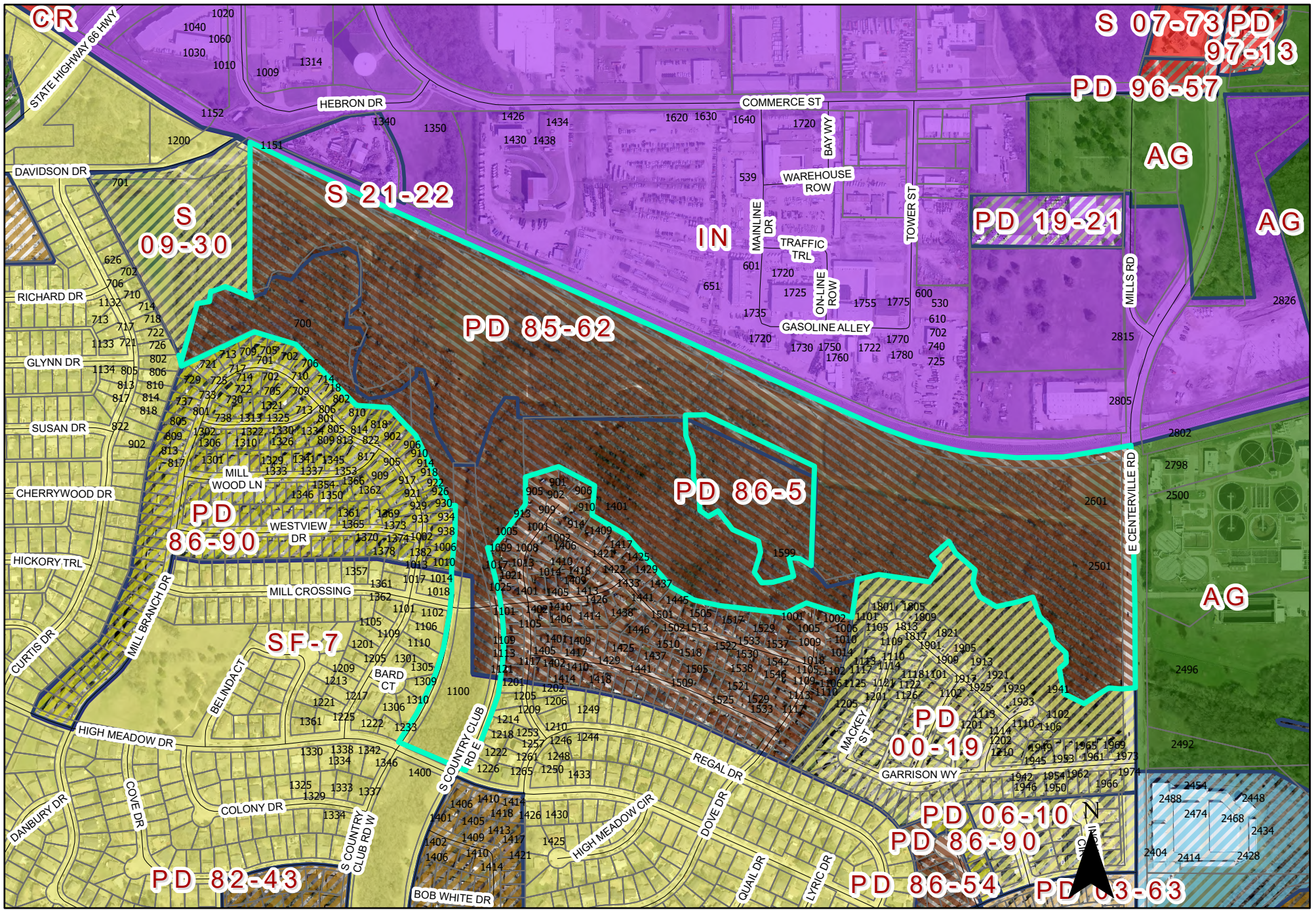
COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The subject property is undeveloped outside of heavy tree, floodplain, and GP&L electric transmission line coverage. The property is bordered to the North by a railroad which separates it from other facilities zoned Industrial (IN) District. To the South lies Planned Development (PD) District 00-19, developed with single-family homes. Though it should be noted that woods and floodplain separate the actual development from the property line of the subject site. To the West, the property is zoned Single-Family-7 (SF-7) District with a Specific Use Provision 09-30 for a Child Care Center tied to New Safe Haven Church. However, the Child Care Center was not constructed, and the lot is currently undeveloped. To the East and across East Centerville Road, the site is zoned Agricultural (AG) District and contains a water treatment plant as well as undeveloped land.

Agricultural zoning on this site will be compatible and complementary to surrounding residential neighborhoods, with being an additional buffer between the neighborhoods and the industrial zoning to the north. It would also be able to serve as a desired open and green space area for this area of the city.

Attachments

Z 24-34 Location Map
Z 24-34 R&M
Z 24-34 Responses
Z 24-34 Staff Presentation



0 500 1,000 ft

ZONING MAP Z 24-34

INDICATES AREA OF REQUEST

Centerville Rd at Miller Rd, Southwest of East Garland Ave

REPORT & MINUTES

P.C. Meeting, November 11, 2024

3a. APPROVED Consideration of the application of the **City of Garland**, requesting approval of a change in zoning from Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District. The site is located at 2701 East Centerville Road. (District 2) (File Z 24-34)

Ms. Nur provided a presentation and answered questions of the Plan Commission.

Chair Roberts provided clarification that the proposed zoning would limit any development on the site as Agricultural is the most restrictive zoning.

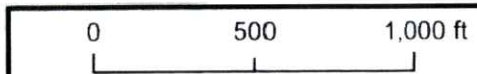
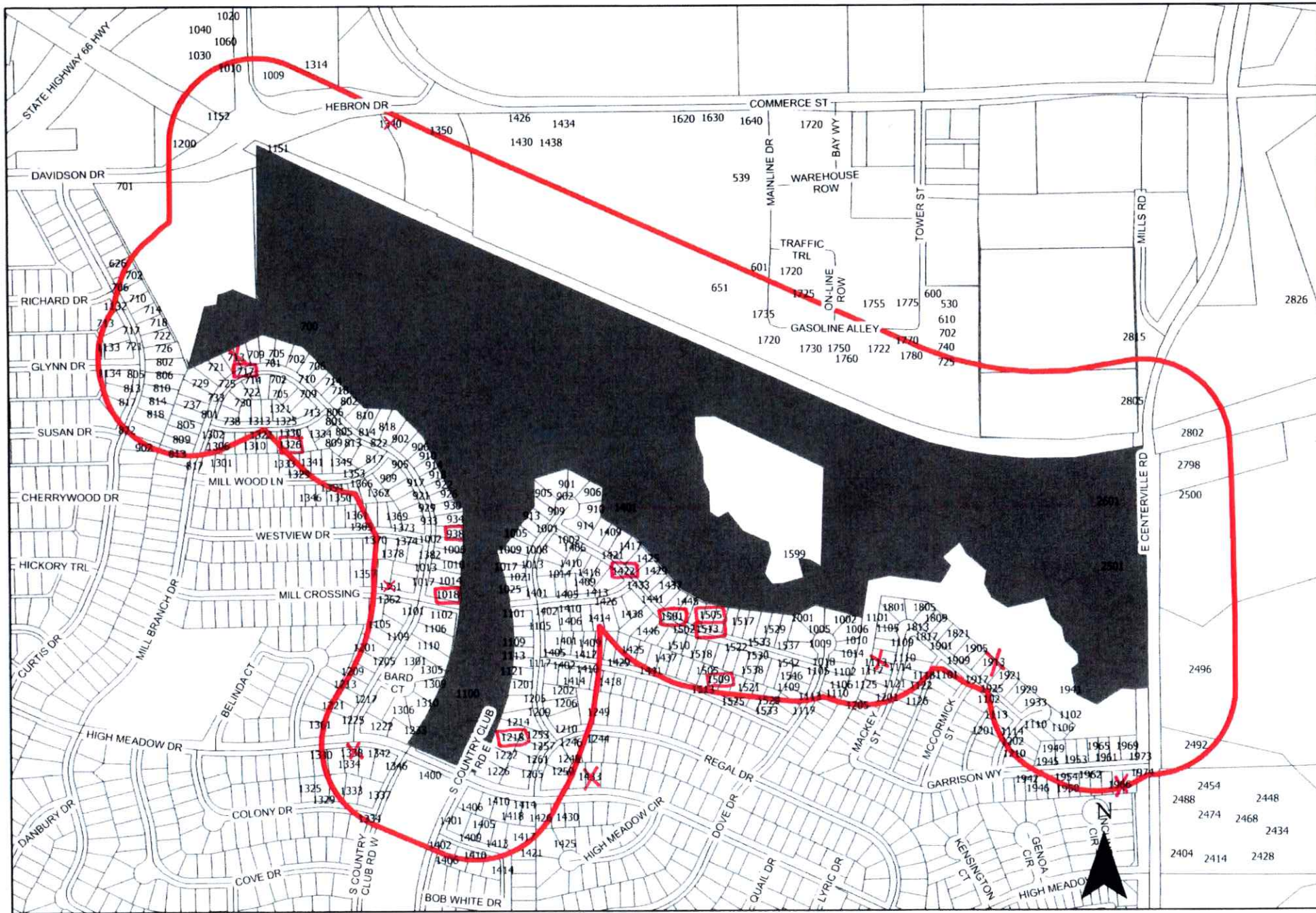
Staff further added that any applicant, including the City of Garland, would need to adhere to the Agricultural (AG) District uses and would need to go through the Plan Commission and City Council for developments beyond that scope.

Resident speaking in favor of the request:

Laura Perkins Cox, 718 Bard Dr., Garland, TX 75040

The resident speaking in favor expressed thanks to staff and the Commission for listening to the concerns of the residents of preserving the area as it is.

Motion was made by Commissioner Dalton to close the public hearing and **approve** the application as presented. Seconded by Commissioner Paris. **Motion carried: 7 Ayes, 0 Nays with 1 abstention** by Commissioner Jenkins.



ZONING MAP Z 24-34

INDICATES AREA OF REQUEST
 INDICATES NOTIFICATION AREA

Centerville Rd at Miller Rd, Southwest of East Garland Ave

Comment Form

Case Z 24-34

Z 24-34 City of Garland. The applicant proposes a change in zoning from Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District. The site is located at 2701 East Centerville Road. (District 2).

Z 24-34 City of Garland. El solicitante propone un cambio en la zonificación del Distrito de Desarrollo Planificado (PD) 85-62, el Distrito de Desarrollo Planificado (PD) 86-5 y el Distrito Unifamiliar-7 (SF-7) al Distrito Agrícola (AG). El sitio está ubicado en 2701 East Centerville Road. (Distrito 2).

Z 24-34 City of Garland. Người nộp đơn đề xuất thay đổi phân vùng từ Quận Phát triển theo Kế hoạch (PD) 85-62, Quận Phát triển theo Kế hoạch (PD) 86-5 và Quận Một gia đình-7 (SF-7) sang Quận Nông nghiệp (AG). Địa điểm tọa lạc tại 2701 East Centerville Road (Quận 2).

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.

Ramon Wilson - President

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.)

1340 Hezra Dr

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, Tx. 75040

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Chính

Signature / Firma / Chữ ký

11/2/24
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.)

Comment Form

Case Z 24-34

Z 24-34 City of Garland. The applicant proposes a change in zoning from Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District. The site is located at 2701 East Centerville Road. (District 2).

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

For / A Favor / Đúng

Against / En Contra / Không

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David & Melody McClain

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.)

1301 Mill Crossing

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Tx

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Qhnh

David McClain

Signature / Firma / Chữ ký

11/4/2024

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.)

Comment Form Continued – Case Z 24-34

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

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

WE oppose any commercial, residential, or non-recreational use of the area. We don't need more concrete, and buildings in the community. We would prefer an upgrade to recreational use such as walking paths, picnic areas, maybe some cabanas for rental to the community, Ball fields, soccer fields, Handball courts. Anything but more concrete, buildings, and roadways.

Comment Form

Case Z 24-34

Z 24-34 City of Garland. The applicant proposes a change in zoning from Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District. The site is located at 2701 East Centerville Road. (District 2).

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

For / A Favor / Đúng

Against / En Contra / Không

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HOLEN TA
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.)

1966 GARRISON WAY
Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND TX 75040
City, State / Estado de la Ciudad / Thành bang

Zip Code / Código postal / Mã B u Chính

[Signature]
Signature / Firma / Chữ ký

11/04/2024
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.)

From: DeAndrea Johnson
To: Planning@garlandtx.gov
Subject: Case Z 24-34 zoning change
Date: Saturday, November 9, 2024 10:34:28 AM

[Some people who received this message don't often get email from deandrea393@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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Comment Form Case Z 24-34

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- For / A Favor / Đúng
- Against / En Contra / Không

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DeAndrea Johnson, OWNER
Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề
(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

1433 Eastview Drive
Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX 75040
City, State / Estado de la Ciudad / Thành bang

75040
Zip Code / Código postal / Mã B u Chính

DeAndrea Johnson
Signature / Firma / Chữ ký
(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.)

Date / Fecha / Ngày

Comment Form

Case Z 24-34

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For / A Favor / Đúng



Against / En Contra / Không

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Omar Calderon

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.)

1513 Cross Courts Dr.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Tx

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u 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.)

Comment Form Continued – Case Z 24-34

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Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

1: Por el Daño a la Flora y fauna del Bosque.

2: Hay muy pocas áreas verdes en nuestra comunidad y querer desaparecer una bestia que nos ayuda a nuestro ambiente

Comment Form

Case Z 24-34

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For / A Favor / Đúng

Against / En Contra / Không

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SALMAN S. HYDER / Owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

1509 CROSS COURTS DR

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã Bưu Chính

11/10/2024

Signature / Firma / Chữ ký

Date / Fecha / Ngày

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Sebastiani Holdings LLC

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.)

713 Mill Branch Dr

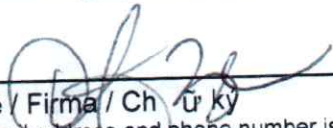
Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Chính



11/11/2024

Signature / Firma / Chữ ký

Date / Fecha / Ngày

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Comment Form

Case Z 24-34

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

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Richard E French

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.)

1326 Forbes Drive

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, Texas 75040-7572

City, State / Estado de la Ciudad / Thành bang

75040-7572

Zip Code / Código postal / Mã Bưu Chính

Richard E French

Signature / Firma / Chữ ký

11/14/2024

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.)

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For / A Favor / Đúng

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Debbie Lee Clawson / ~~Ms.~~ Mrs.

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.)

1018 Bard Drive, Garland Tx 75040

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Tx 75040

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Chính

Debbie Lee Clawson

11/9/2024

Signature / Firma / Chữ ký

Date / Fecha / Ngày

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Comment Form Continued – Case Z 24-34

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

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

I built my home in 1999, I picked this lot as it backed up to Mills Creek with its forestry and dead end road on Country Club. We have the look and privacy of the country when we enjoy our patio. The multiple species of birds call our backyard home with multiple bird feeders and bird bath area. Squirrels also feel at home as they nibble on corn cobs. Watching them from my office window is my way to destressing on my hectic work-related tasks. My husband and I grew up in Irving but have grown to love the small town feel when we visit the square. We love our neighborhood and of course would prefer no changes ever take place in Garland's beautiful Mill Creek Greenbelt area. We were "stressed out" when confronted with zone request proposing industry-oriented uses with bulk materials storage & training center. We are so relieved on behalf of my neighbors the recommend denial. With that said I cannot stop progress and feel that a fair negotiation has been proposed and will vote for the rezoning of agriculture for the site with possible future parks.

Comment Form

Case Z 24-34

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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.

Keven Jones Property Owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

1913 Cartman Rd

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland TX

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Qhính

Keven Jones

Signature / Firma / Chữ ký

11/7/24

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.)

Comment Form

Case Z 24-34

Z 24-34 City of Garland. The applicant proposes a change in zoning from Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District. The site is located at 2701 East Centerville Road. (District 2).

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

For / A Favor / Đúng



Against / En Contra / Không

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MARY L. P. BE

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.)

1338 High Meadow AR

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, Texas, 75040

City, State / Estado de la Ciudad / Thành bang

Zip Code / Código postal / Mã B u Chính

Mary P. Be

Signature / Firma / Chữ ký

11-6-2024

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.)

Comment Form Continued – Case Z 24-34

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

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

Do not want this change & want

rezoning again for something else!

Why is it rezoning to Agricultural District??

What is the purpose of this? OK what is

planned when you rezoning to Agricultural District? Who is benefiting on this? What is

the catch???

Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 24-34	November 11, 2024	December 3, 2024	Matthew Wolverton

The applicant proposes a change in zoning from Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District. The site is located at 2701 East Centerville Road. (District 2)

Stephanie M

against

11/12/2024
12:23:30 AM

1113 CRABTREE ST

Garland
Texas
United States
<null>

Veronica Renteria

For

11/12/2024
12:03:29 AM

1509 Cross Courts Dr.

Mlayun07@gmail.com

Garland
Texas
United States
75040

For keeping the forest behind my house

Hellen M

Against

11/11/2024
11:45:19 PM

1113 Crabtree St

Garland
Texas
United States
<null>

Stephen M

Against

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 24-34	November 11, 2024	December 3, 2024	Matthew Wolverton

11/11/2024
10:38:29 PM
1113 Crabtree St
Garland
Texas
United States
75040

Salman Hyder

For

11/11/2024
10:24:46 PM

1509 cross Courts

Sam_hyder@att.net

Garland
Texas
United States
75040

4697599448

Please dont cut down the trees!

Salman Hyder

Against

11/11/2024
10:22:08 PM

1509 Cross Courts Drive

Sam_hyder@att.net

Garland
Texas
United States
75040

469 759 9448

Please dont cut down the trees!

Roscoe Pierce

For

11/11/2024
9:12:37 PM

1218 S Country Club Rd
E
Garland
Texas
United States
75040

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 24-34	November 11, 2024	December 3, 2024	Matthew Wolverton

Diane Thiebaud

For

11/8/2024
5:02:51 PM

938 Bard Drive
Garland
Texas
United States
75040

dthiebaud@msn.com
214-621-0758

Matthew Corwin

For

11/7/2024
4:34:25 PM

1505 Eastview Dr
Garland
Texas
United States
75040

mac@nerdvana.us
5039756169

JACLYN PEREZ

For

11/5/2024
1:56:00 PM

717 MILL BRANCH DR
Garland
Texas
United States
75040

JACKIE_SLAYDEN@YAHOO.COM
2144175582

Breogan Robert Link

For

11/3/2024
9:39:22 PM

1422 Springview Dr
Garland
Texas
United States
75040

Breoganlink@gmail.com

Leave the green belt alone please. Let us have some bit of nature near us.

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 24-34	November 11, 2024	December 3, 2024	Matthew Wolverton



GARLAND
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The applicant (City of Garland) requests a Change in Zoning to Agricultural (AG) District.

City Council Meeting

December 3, 2024

Z 24-34



CASE INFORMATION

Location: 2701 East Centerville Road

Applicant: City of Garland

Owner: City of Garland

Acreage: 91.378 acres

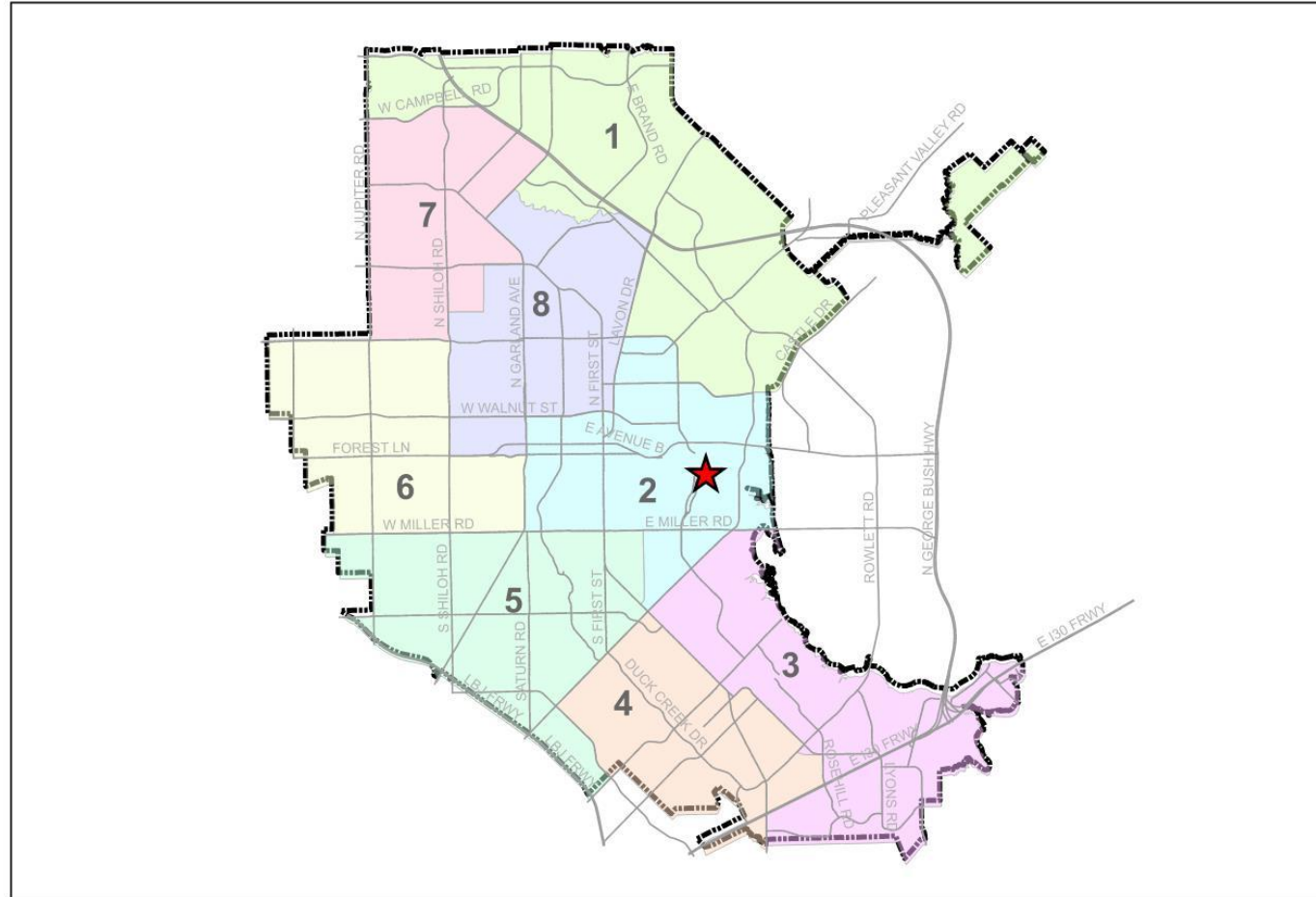
Zoning: Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District

Z 24-34



GARLAND
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CITYWIDE LOCATION MAP



0 1 2 Miles

1:103,940

ZONING MAP Z 24-34

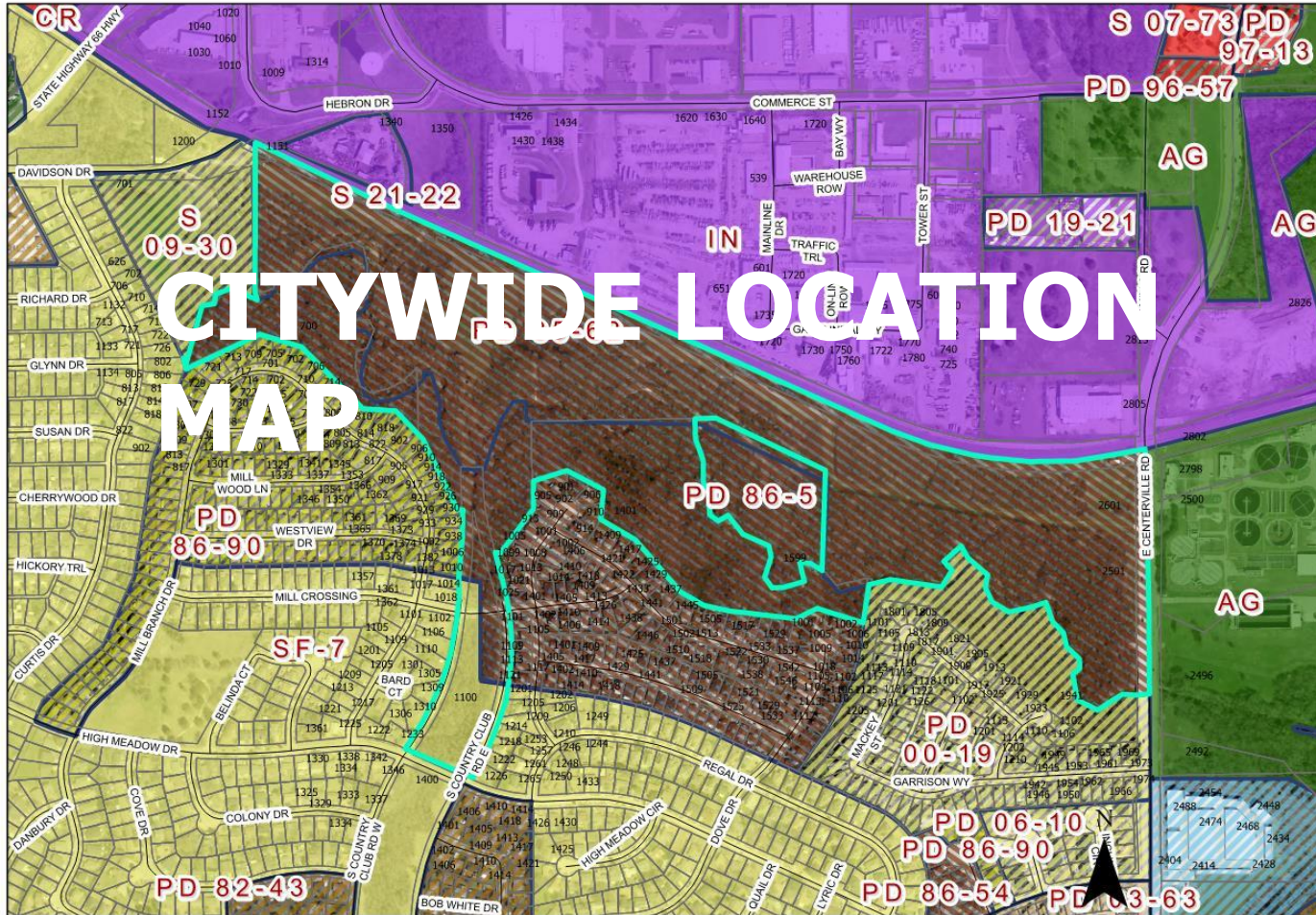


INDICATES AREA OF REQUEST

Z 24-34



LOCATION MAP



0 500 1,000 ft


ZONING MAP Z 24-34

INDICATES AREA OF REQUEST

Centerville Rd at Miller Rd, Southwest of East Garland Ave

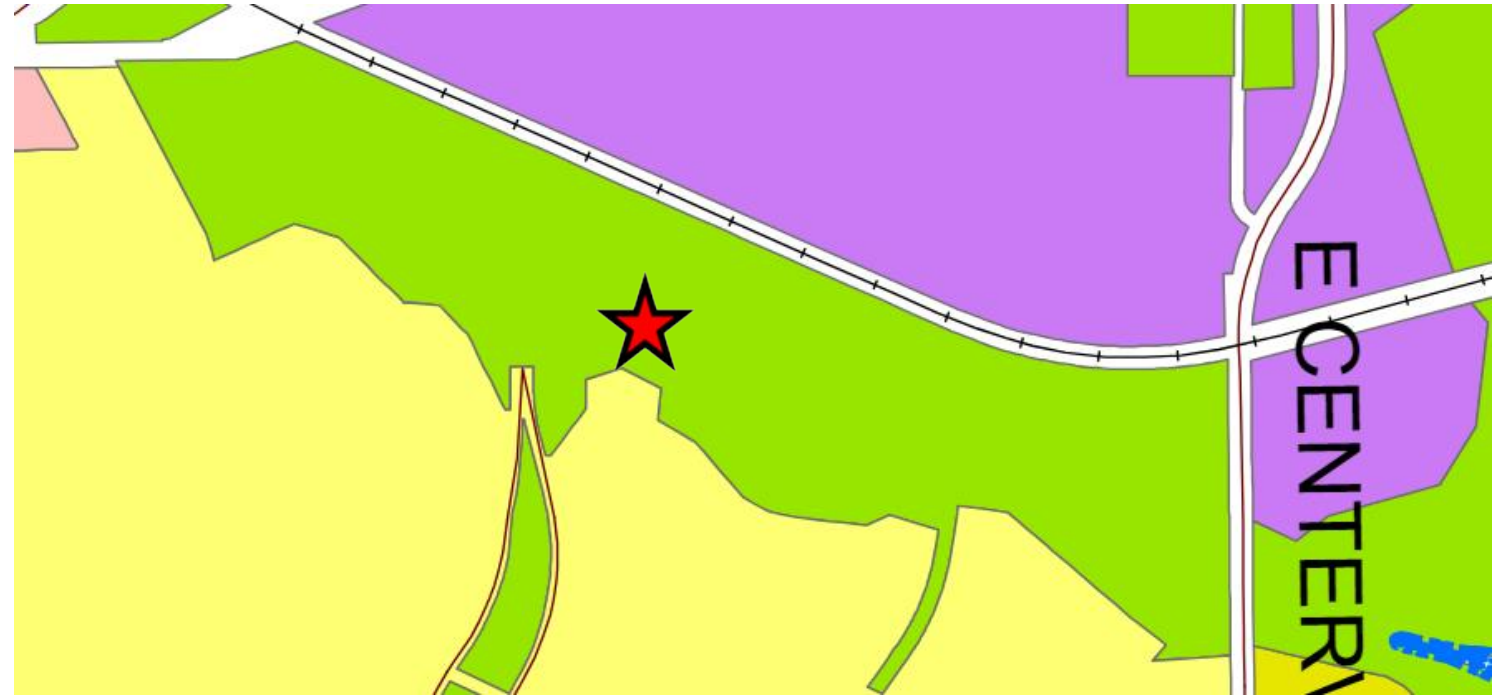
Z 24-34



 Parks and Open Space
(Public)



Areas designated as
open/green space





GARLAND
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PHOTOS



View of the proposed site looking West.



Looking East from the site across East Centerville Road.



GARLAND
TEXAS MADE HERE

PHOTOS



View looking North up East Centerville Road.

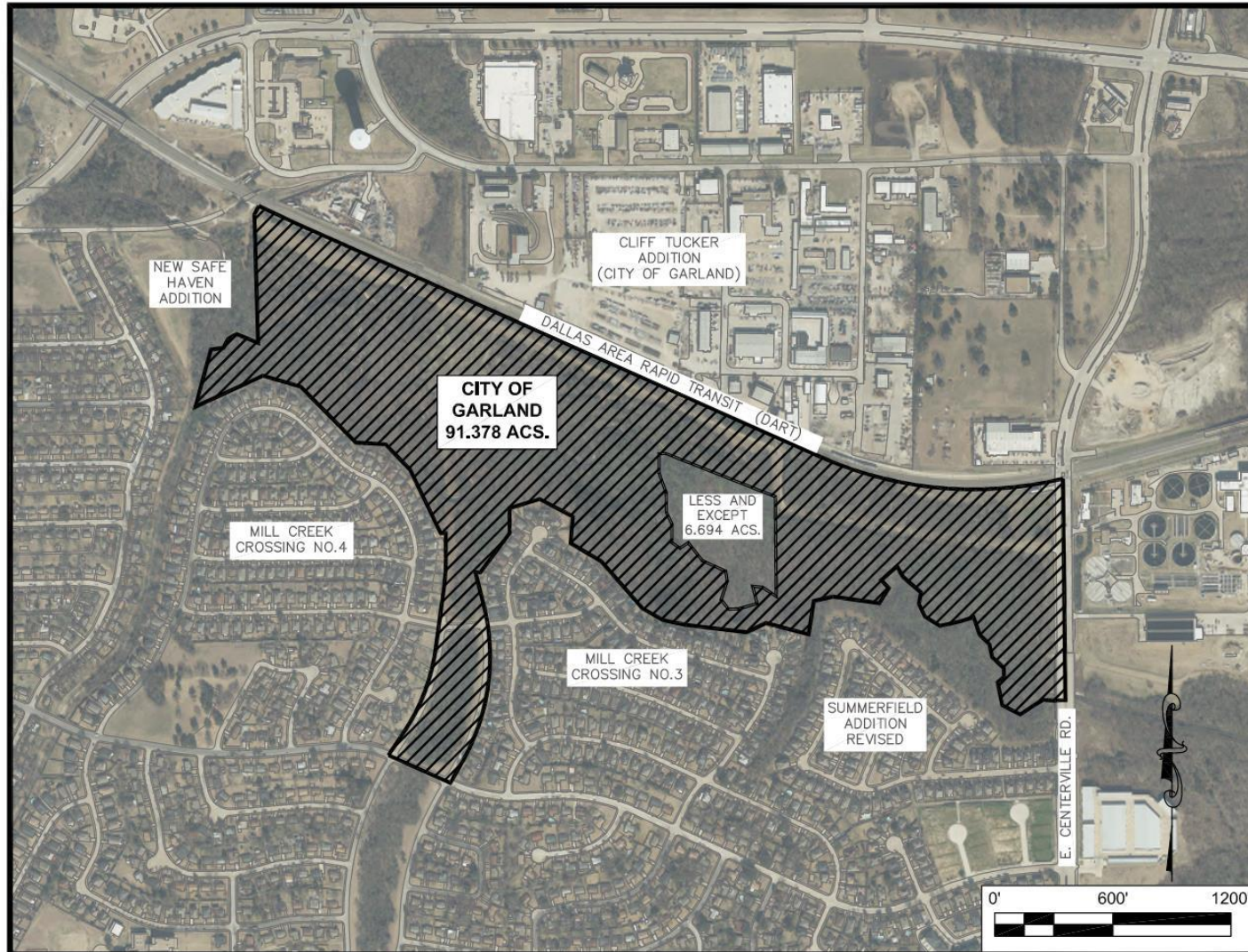


Looking South down East Centerville Road.



GARLAND
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SITE MAP



Z 24-34



STAFF RECOMMENDATION

Staff is recommending:

- Approval of

- 1) A change in zoning from Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District. The site is located at 2701 East Centerville Road.



PLAN COMMISSION

Plan Commission Recommends:

- Approval of

- 1) A change in zoning from Planned Development (PD) District 85-62, Planned Development (PD) District 86-5, and Single-Family-7 (SF-7) District to Agricultural (AG) District.

- 2) With a seven (7) to zero (0) vote.



GARLAND
TEXAS MADE HERE

RESPONSE LETTER UPDATE

