

Council Chambers at City Hall
Tuesday, March 4, 2025
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
- North Texas Community Cleanup Challenge Proclamation
- Red Cross Month Proclamation

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 February 18, 2025 Regular Meeting

2. Approve the following bids:

- a. Police Station Locker Room Renovations Bid No. 0559-25

CORE Construction Services of Texas, Inc. \$658,059.00

This request is to provide construction services to remodel the existing locker rooms at Police Headquarters.

- b. 2022 Alley Improvements Group B Construction-Change Order Bid No. 0060-24

La Banda, LLC \$68,944.95

This request is to approve Change Order No. 1 for the 2022 Alley Improvements Group B construction project.

- c. Construction Contract for the 2023 Alley and Wastewater Improvements Project Bid No. 0083-25

Tri-Con Services, Inc. \$2,922,706.30

This request is to award a contract for construction of the 2023 Alley and Wastewater Improvements project.

- d. Cooper and Southern Gardens Drainage Improvements Construction Award Bid No. 1316-24

DDM Construction Corporation \$11,800,671.00

This request is for construction of the Cooper and Southern Gardens Drainage Improvements project.

- e. Design Contract for Emberwood Drive and Sugarberry Lane Paving, Drainage, and Utility Improvements Bid No. 0631-25

Lockwood, Andrews & Newnam, Inc. \$336,861.00

This request is for the design of paving, drainage, and utility improvements to Emberwood Drive and Sugarberry Lane.

- f. Fire Station 1 Construction Services Bid No. 0196-25

Cerris Builders, Inc. \$16,967,800.00

This request is for construction services to rebuild Fire Station 1.

- g. GP&L Wylie to Mallard Transmission Line Steel Structures Bid No. 0497-25

KBS Electrical Distributors, Inc. \$3,800,000.00

This request is to obtain structures needed for the construction of the GP&L Wylie to Mallard transmission line as part of the approved OPGW Install-OL1-BD 138kV CIP project. An owner's contingency is included for any additional materials that may be required.

- h. **GP&L King Mountain 345kV Switch Station Terminal Engineering Services** **Bid No. 0642-25**

Burns & McDonnell Engineering Company, Inc. \$1,366,000.00

This request is to obtain engineering services to design the addition of a terminal at the GP&L King Mountain 345kV Switch Station. This is part of the approved GP&L King Mountain Terminal to Grandfalls CIP project.

- i. **GP&L Newman 138kV Substation Expansion Engineering Services** **Bid No. 0640-25**

Burns & McDonnell Engineering Company, Inc. \$2,099,000.00

This request is to obtain engineering services to support the expansion of the GP&L Newman 138kV Substation. This is part of the approved Newman Substation Expansion CIP project.

- j. **GP&L Naaman to Newman 138kV Transmission Line Rebuild Engineering Services** **Bid No. 0641-25**

Burns & McDonnell Engineering Company, Inc. \$1,980,500.00

This request is to obtain engineering services to design the rebuild of the GP&L Naaman to Walnut 138kV Transmission Line to become the Naaman to Newman 138kV Transmission Line. This is part of the approved GP&L Line Capacity Increase CIP project.

- k. **GP&L Apollo to Naaman 138kV Transmission Line Rebuild Engineering Services** **Bid No. 0639-25**

Burns & McDonnell Engineering Company, Inc. \$2,020,500.00

This request is to obtain engineering services to design the remaining portion of the rebuild of the GP&L Apollo to Naaman 138kV Transmission Line. This is part of the GP&L Apollo to Naaman 138 kV Transmission Line Rebuild CIP project.

- l. **GP&L Olinger 2 Evaporation Pond Flood Mitigation** **Bid No. 0648-25**

TAS Environmental \$292,500.00

This request is for emergency flood mitigation of the GP&L Olinger 2 Evaporation Pond.

3. **Employment Contracts of City Manager, City Attorney, City Auditor, and Municipal Judges**

Approve employment contracts of the City Manager, City Attorney, City Auditor, and Municipal Judges reflecting amendments to benefits and compensation for the 2025 calendar year, as previously determined by City Council.

4. **Ordinance Adopting 2025 Capital Improvement Program Budget (CIP) Amendment No. 1**

Approve an ordinance amending the 2025 Capital Improvement Program to adopt CIP Budget Amendment No. 1 for the Holford Youth & Recreation Soccer Facilities new project. Council considered the proposed project at the February 3, 2025 Work Session and the proposed CIP Budget Amendment No. 1 at the February 17, 2025 Work Session.

5. **Agreement for Real Property Contract of Sale Between The Owl Icehouse Garland LLC and the City of Garland Regarding Property Located at 519 State Street in the Downtown Historic Sub-district.**

Approve a Development Agreement and Real Property Contract of Sale between The Owl Icehouse Garland LLC and the City of Garland regarding property located at 519 State Street in the Downtown Historic Sub-district. Council was previously briefed on this item at the March 3, 2025 Work Session.
6. **School Street Alley Petition Project**

Approve by minute action a Determination of Necessity for authorizing improvements to the School Street Alley Petition project and order a Public Hearing for the Levying of Assessments for the March 18, 2025 Regular Meeting. Council considered this item at the March 3, 2025 Work Session.
7. **Neighborhood Vitality Matching Grant Fall 2024 Applications**

Approve the funding request for the Fall 2024 Neighborhood Vitality Matching Grant cycle. Council considered this item at the February 17, 2025 Work Session.
8. **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 24-40 Yesenia Morales (District 8)**

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Change in Zoning from Community Retail (CR) District to Single-Family-5 (SF-5) District on a 0.197-acre tract of land located at 409 School Street; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a 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.

9. **Hold public hearing(s) on:**
 - a. **Garland Development Code (GDC) Amendment (25-01)**

Hold a public hearing to consider amendments to Attachment 1 -- Land Use Matrix as it relates to the allowable districts for Laundry, Self-Service (Laundromat) use and Restaurant use. The GDC amendment request is proposing to require a Specific Use Provision (SUP) for the Laundry, Self-Service (Laundromat) use in the CR, Community Retail district and to allow the Restaurant use by right in the NS, Neighborhood Services District.
 - b. **Garland Development Code (GDC) Amendment (25-02)**

Hold a public hearing to consider amendments to the plat approval and relevant procedures. The GDC amendment request is proposing to allow the plat approval procedure to become administrative.

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

Terms are usually staggered whereby at least half of the membership has previous experience. Members are appointed based on qualifications.

10. Councilmember B.J. Williams

- Jordan Cotton -TIF #2 South Board

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

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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]

Mission

We serve to grow public trust and a thriving Garland community, today and for the future.

Vision

Garland will be an engaged and vibrant community that residents proudly call home.

Strategic Focus Areas



Safe Community



Well-Maintained
City Infrastructure



Reliable, Cost-Efficient
Utility Services



Sound Governance
and Finances



Vibrant Neighborhoods
and Commercial Centers



Customer-Focused
City Services



Growing
Economic Base



Future-Focused
City Organization



Enhanced Quality of
Life through Amenities,
Arts and Events



Commercially Thriving
Downtown

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: 03/04/2025

Title: City Council Regular Meeting Minutes- February 18, 2025

Submitted By: Jennifer Stubbs, City Secretary

Issue/Summary

Approve the minutes of the February 18, 2025 Regular Meeting

Background

N/A

Consideration / Recommendation

Approval of the February 18, 2025 Regular Meeting Minutes.

Attachments

City Council Regular Meeting Minutes- February 18, 2025

DRAFT



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, February 18, 2025, 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
Councilmember B.J. Williams
Councilmember Jeff Bass
Councilmember Kris Beard
Councilmember Carissa Dutton
Councilmember Dylan Hedrick
Councilmember Chris Ott

Staff Present: City Manager Jud Rex
Deputy City Manager Mitch Bates
Assistant City Manager Andy Hesser
Assistant City Manager Crystal Owens
Assistant City Manager Phil Urrutia
City Attorney Brian England
Chief Financial Officer Matthew Watson
City Secretary Jennifer Stubbs
Deputy City Secretary Tracy Allmendinger

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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Deputy Mayor Pro Tem Lucht 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.

- Webelos Pack 1978

Mayor LeMay welcomed Webelos Pack 1978 in attendance for their Scout Adventure. Mayor LeMay stated that item 6a. would be postponed at the request of the developer.

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.

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

1. **APPROVED** **Approve the minutes of the February 4, 2025 Regular Meeting and the January 22, 2025 Joint Meeting with the Plan Commission**
2. **Approve the following bids:**
 - a. **APPROVED** **Ronald E. Jones Municipal Building** **Bid No. 0594-25**

McKinstry Essention, LLC **\$5,175,267.00**

This request is to provide for facility upgrades for building automation, and improved mechanical and electrical systems for the Ronald E. Jones Municipal Building.
 - b. **APPROVED** **North Garland Branch Library Improvements** **Bid No. 0593-25**

McKinstry Essession, LLC **\$367,670.00**

This request is for critical facility upgrades at the North Garland Branch Library to improve efficiency, safety, and sustainability.
 - c. **APPROVED** **South Garland Branch Library Improvements** **Bid No. 0592-25**

McKinstry Essention, LLC **\$1,198,613.00**

This request is for essential facility upgrades at the South Garland Branch Library to enhance efficiency, reliability, and sustainability.
 - d. **APPROVED** **Peripheral Equipment for 2025 Police Vehicles** **Bid No. 0522-25**

GT Distributors Inc., Dana Safety Supply, Stop \$517,085.14
Stick Ltd, and Kustom Signals, Inc.

This request is to authorize the City Manager or his designee to execute the purchase of safety and technology equipment for the police vehicles that were purchased through BID# 0442-25. Most of the peripheral equipment will not transfer to the new vehicles.
 - e. **APPROVED** **EMS Supplies** **Bid No. 0493-25**

Bound Tree Medical, LLC **\$350,000.00**

This request is for Garland Fire Department Emergency Medical Service (EMS) Supplies.

f. APPROVED GP&L Emergency Restoration Management Services Bid No. 0268-25

Midcon Energy and Collective Strategic Resources, LLC. \$1,000,000.00

This request is to obtain an emergency restoration management company for use in securing electrical contractors to perform emergency restoration work for the GP&L overhead and underground distribution system.

g. APPROVED GP&L Grandfalls to King Mountain 345kV Transmission Line Engineering Services Bid No. 0552-25

Burns & McDonnell Engineering Company, Inc. \$1,264,000.00

This request is to obtain engineering services needed to provide project design and support for the construction of a 345kV transmission line in Upton County, Texas that will connect the existing GP&L King Mountain Station to the new Grandfalls Station. This is part of the GP&L King Mountain Station to Grandfalls Station 345kv Transmission Line CIP project.

3. APPROVED 2024 Edward Byrne Memorial Justice Assistance Grant (JAG)

Resolution No. 10628 authorize the City Manager to execute a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding (MOU) with the City of Dallas in order to obtain funding for the FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) program. Council considered this item at the February 17, 2025 Work Session.

4. APPROVED Agreement to Purchase Real Property near LBJ & South Shiloh Road

Authorize the City Manager to execute an Agreement to Purchase Real Property located between South Shiloh and Leon Roads south of the intersection of South Garland and South Shiloh Roads. Council considered this item at the February 17, 2025 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.

5. Hold public hearing(s) on:

a. APPROVED Consider approval of an ordinance amending the TIF #3 Project and Financing Plan

Ordinance No. 7570 Hold a public hearing and consider approval of an ordinance amending the TIF #3 Project and Finance Plan which includes extending the termination date to December 31, 2055. Council considered this item at the February 3, 2025 Work Session.

There were no speakers on this item. Mayor LeMay closed the public hearing. Deputy Mayor Pro Tem Lucht made a motion to approve the ordinance. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

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

- a. POSTPONED** Consider a request by Prime Data Centers/Munsch Hardt Kopf & Harr proposing an expansion of the existing Planned Development (PD) District 23-47 for a Data Center and Electric Substations to the northeast corner of Arapaho Road and Holford Road, currently zoned Agricultural (AG) District. The site is located at 2000 Holford Road in District 7.

The developer has requested that this item be considered at the April 1, 2025 Regular Meeting. Consider and take appropriate action on the application of Prime Data Centers / Munsch Hardt Kopf & Harr, requesting approval of 1) an expansion of the existing Planned Development district 23-47 for Community Office (CO) uses to include additional area (currently zoned Agricultural) within the PD boundary to primarily accommodate a change in the driveway location 2) an updated Concept Plan for a Data Center and Electric Substations. The site is located at the Northeast Corner of Arapaho Road and Holford Road. (District 7) (File Z 24-37)

Councilmember Hedrick made a motion to postpone the item until April 1st. Deputy Mayor Pro Tem Lucht seconded the motion. All voted in favor. The motion carried.

- b. DENIED** Consider a request by Letron Thomas proposing a Specific Use Provision (SUP) for a Used Goods, Retail Sales (Indoors) Use. The site is located at 3338 Broadway Boulevard, Suite 314, in District 3.

Consider and take appropriate action on the application of Letron Thomas, requesting approval of a Specific Use Provision (SUP) for a Used Goods, Retail Sales (Indoors) Use. The site is located at 3338 Broadway Boulevard, Suite 314. (District 3) (File Z 24-38)

Ms. Nur provided a presentation and information on the item. She stated that staff recommended denial and the Plan Commission recommended approval. She answered questions of the Council. Letron Thomas and Kevin Phan, applicants, answered questions of the Council. Discussion followed. Mayor Pro Tem Moore made a motion to deny the request. Councilmember Bass seconded the motion. Discussion followed. The vote was: Mayor Pro Tem Moore-yes, Councilmember Williams-yes, Mayor LeMay-yes, Deputy Mayor Pro Tem Lucht-yes, Councilmember Dutton-no, Councilmember Hedrick-yes, Councilmember Ott-no, Councilmember Bass-yes, and Councilmember Beard-yes. The motion carried.

- c. APPROVED** Consider a request by Yesenia Morales proposing a change in zoning from Community Retail (CR) District to Single-Family-5 (SF-5) District. The site is located at 409 School Street in District 8.

Consider and take appropriate action on the application of Yesenia Morales, requesting approval of a change in zoning from Community Retail (CR) District to Single-Family-5 (SF-5) District. The site is located at 409 School Street. (District 8) (File Z 24-40)

Ms. Nur provided a presentation and answered questions of the Council. She stated that staff and the Plan Commission recommended approval. Councilmember Ott made a motion to approve the request. Deputy Mayor Pro Tem Lucht seconded the motion. All voted in favor. The motion carried.

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

Terms are usually staggered whereby at least half of the membership has previous experience. Members are appointed based on qualifications.

7. APPROVED Councilmember Jeff Bass

- Austin Nichols - TIF 1 Downtown/Forest Jupiter Board

Councilmember Bass made a motion to approve the appointment. Councilmember Hedrick seconded the motion. All voted in favor. The motion carried.

8. APPROVED Councilmember Dylan Hedrick

- Damon Wilson - TIF 2 South Board

Councilmember Hedrick made a motion to approve the appointment. Councilmember Dutton 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.

EXECUTIVE SESSION

9. The City Council will adjourn into executive session, in the Work Session Room, pursuant to Texas Government Code 551.071, 551.072, and 551.087 of the Texas Government Code to deliberate and discuss certain commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations, including the possibility of the conveyance of real property, and attorney/client discussions related to the same.

Mayor LeMay announced that the Council was retiring into executive session and would take a short recess. The time was 7:58 p.m.

Mayor LeMay reconvened the meeting into executive session at 8:15 p.m. The City Council reconvened the meeting in open session at 9:40 p.m.

ADJOURN

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Mayor LeMay adjourned the meeting at 9:40 p.m.

Submitted By:

Scott LeMay, Mayor

Jennifer Stubbs, City Secretary



GARLAND
PURCHASING REPORT

City Council Regular Session

2. a.

Meeting Date: 03/04/2025

Item Title: Police Station Locker Room Renovation - Construction Services

Submitted By: Laura Dunn, Capital Project
Management Director

Bid Number: 0559-25

Purchase Justification:

This request is to provide construction services to remodel the existing locker rooms at Police Headquarters. The scope includes enlarging and modifying the locker room area to provide reasonable accommodations for individuals needing additional privacy while optimizing space.

Evaluation:

The construction services are available from CORE Construction Services of Texas, Inc. through the Equalis Cooperative Purchasing Contract R10-1166B. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
CORE Construction Services of Texas, Inc.	All	\$658,059.00
	TOTAL:	\$658,059.00

Basis for Award:

Purchase Requisition #:

53163

Fiscal Impact

Total Project/Account: \$800,000

Expended/Encumbered to Date (Including this Item): \$714,461

Proposed Balance: \$85,539

Account #: 692-1429-1303500-9002

Fund/Dept/Project Description and Comments:

Public Safety CIP / Police Station Locker Room Renovations

Budget Type:

Fiscal Year:

Document Location:

Budget Director Approval:

Approval Date:

02/04/2025

Purchasing Director Approval:

Approval Date:

02/03/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. b.

Meeting Date: 03/04/2025

Item Title: Change Order No. 1 for the 2022 Alley Improvements Group B

Submitted By: Tye Tingey, Sr. Civil Engineer

Bid Number: 0060-24

Purchase Justification:

This request is to approve Change Order No. 1 in the amount of \$68,944.95 for the 2022 Alley Improvements Group B construction project to fund removal and replacement of additional necessary quantities of concrete driveway and alley approaches that were not included in the original design plans.

Evaluation:

La Banda, LLC was awarded the original PO 35807 in the amount of \$3,218,348 at the January 9, 2024 City Council Meeting. As competitive bids were not received for the change order, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
La Banda, LLC	All	\$68,944.95
	TOTAL:	\$68,944.95

Basis for Award:

Change Order

Purchase Requisition #:

51618

Fiscal Impact

Total Project/Account: \$33,808,903
Expended/Encumbered to Date (Including this Item): \$10,931,151
Proposed Balance: \$22,877,752
Account #: 831-4693-7111

Fund/Dept/Project Description and Comments:

Infrastructure Repair & Replacement Fund / Street Construction

Budget Type: Operating Budget

Fiscal Year: 2024-25

Document Location: Page 239

Budget Director Approval: Allyson Bell Steadman

Approval Date: 02/10/2025

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/06/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. c.

Meeting Date: 03/04/2025

Item Title: Construction Award for the 2023 Alley and Wastewater Improvements project

Submitted By: Tye Tingey, Sr. Civil Engineer

Bid Number: 0083-25

Purchase Justification:

This request is to award a construction contract for the 2023 Alley and Wastewater Improvements project for the construction of alley paving and wastewater improvements to 12 alley segments located in Council District 4 to include approximately 14,300 square yards of concrete paving and 1,800 LF of 8-in wastewater main.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Nine (9) bids were received and evaluated. HGR Cement was deemed non-responsive due to submitting an incomplete bid. Garret Shields Infrastructure was deemed non-responsible due to not submitting the required references that demonstrate they have the underground utilities experience necessary to perform the work. Tri-Con Services, Inc. is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Tri-Con Services, Inc.	All	\$2,922,706.30
	TOTAL:	\$2,922,706.30

Basis for Award:

Lowest Responsible Bid

Purchase Requisition #:

53155

Fiscal Impact

Total Project/Account: \$34,367,029

Expended/Encumbered to Date (Including this Item): \$11,420,332

Proposed Balance: \$22,946,697

Account #: Various

Fund/Dept/Project Description and Comments:

Infrastructure Repair & Replacement Fund / Street Construction	831-4693-7111	\$2,364,579.70
Wastewater CIP / Relocation of Mains Prior to Paving Program	230-4149-32157000-9305	\$558,126.60
Total		\$2,922,706.30

Attachments

Bid Recap

Budget Type:

Operating Budget
CIP

Fiscal Year:

2024-25

Document Location:

Op. - Page 239 & Prop. CIP - Page 241

Budget Director Approval:
Purchasing Director Approval:

Allyson Bell Steadman
Gary L. Holcomb

Approval Date: 02/10/2025
Approval Date: 02/07/2025

[illegible]

[illegible]



GARLAND
PURCHASING REPORT

City Council Regular Session

2. d.

Meeting Date: 03/04/2025

Item Title: Cooper and Southern Gardens Drainage Improvements Construction Award

Submitted By: Michael Polocek, Engineering Director

Bid Number: 1316-24

Purchase Justification:

This request is for the construction of the Cooper and Southern Gardens Drainage Improvements project. The scope of this project consists of construction of approximately 5,500 linear feet of storm culvert, 2,700 linear feet of water line, 3,800 linear feet of wastewater line, along with 13,600 square yards of street, driveway, and sidewalk pavement replacement and all incidentals.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Four (4) bids were received and evaluated. HGR Cement was deemed non-responsive due to not providing the proposal and bid schedule information as required in the bid specifications. DDM Construction Corporation is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
DDM Construction Corporation	All	\$11,031,623.00
Owner's Contingency		769,048.00
	TOTAL:	\$11,800,671.00

Basis for Award:

Lowest Responsible Bid

Purchase Requisition #:

52715

Fiscal Impact

Total Project/Account: \$14,155,533 *

Expended/Encumbered to Date (Including this Item): \$12,353,192

Proposed Balance: \$1,802,341

Account #: Various

Fund/Dept/Project Description and Comments:

Street/Transportation CIP / Fifth Street - Miller Road to Avenue D - Phase B - Drainage **	624-1409-1425504-9017	\$8,841,138.00
Water CIP / Relocation of Mains Prior to Paving	220-4049-3019200-9214	\$1,074,585.00
Wastewater CIP / Relocation of Mains Prior to Paving	230-4149-3215700-9305	\$1,884,948.00
Total		\$11,800,671.00

* This project will continue into 2026 and 2027, and funding is included in 2026 and 2027 for the continuation of this project, as projected in the 2025 CIP.

** The completion of this project will require an increase to the Total Project Budget of an estimated \$2.6 Million. The additional funding request will be incorporated into the 2026 Proposed CIP.

Attachments

Bid Recap

Location Map

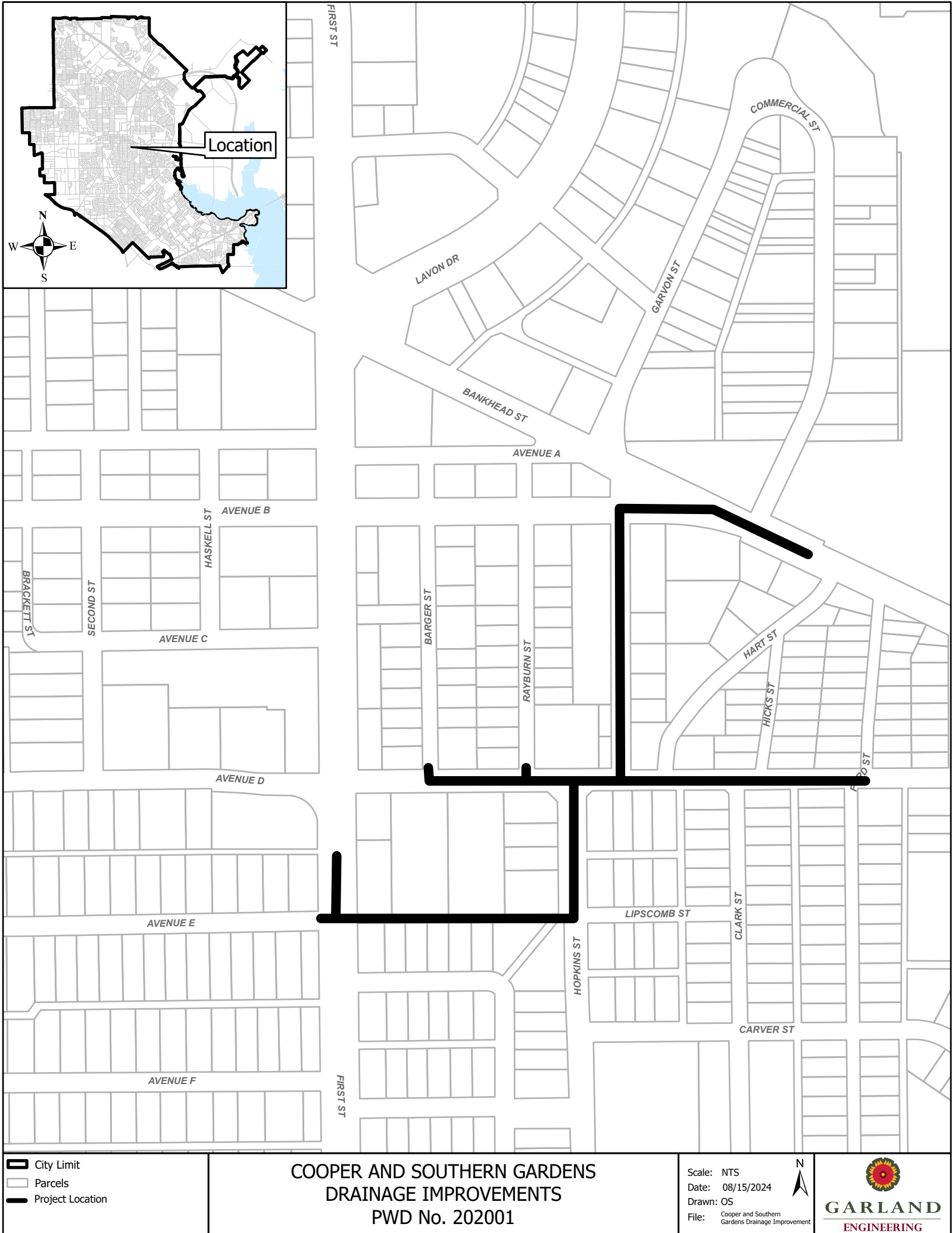
Budget Type:

CIP

Fiscal Year:	2025
Document Location:	Proposed CIP - Page 76

Budget Director Approval:	Allyson Bell Steadman	Approval Date:	02/18/2025
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	02/14/2025

[illegible]



	City Limit
	Parcels
	Project Location

COOPER AND SOUTHERN GARDENS
DRAINAGE IMPROVEMENTS
PWD No. 202001

Scale: NTS
Date: 08/15/2024
Drawn: OS
File: Cooper and Southern
Gardens Drainage Improvement



Scale: NTS
Date: 08/15/2024
Drawn: OS
File: Cooper and Southern
Gardens Drainage Improvement



GARLAND
ENGINEERING



GARLAND
PURCHASING REPORT

City Council Regular Session

2. e.

Meeting Date: 03/04/2025

Item Title: Design Contract for Emberwood Drive and Sugarberry Lane Paving, Drainage, and Utility Improvements

Submitted By: Tye Tingey, Sr. Civil Engineer

Bid Number: 0631-25

Purchase Justification:

This request is to award a professional services contract to Lockwood, Andrews & Newnam, Inc. in the amount of \$366,861 for the design of water, wastewater, and drainage improvements to Emberwood Drive and Sugarberry Lane. This project includes approximately 1,850 linear feet of 8-inch water main, 2,130 linear feet of wastewater main, and drainage improvements. This project is designated as an FY 2025 project in the Street Department's work program. The paving, drainage, and utility improvements are being designed by a vendor and will be constructed by a third-party contractor.

Evaluation:

Lockwood, Andrews & Newnam, Inc. was selected as the Most Qualified firm for this project from RFQ 0712-23. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Lockwood, Andrews & Newnam, Inc.	All	\$366,861.00
	TOTAL:	\$366,861.00

Basis for Award:

Most Qualified

Purchase Requisition #:

53215

Fiscal Impact

Total Project/Account: \$34,011,465

Expended/Encumbered to Date (Including this Item): \$11,824,180

Proposed Balance: \$22,187,285

Account #: Various

Fund/Dept/Project Description and Comments:

2025 CIP / Water CIP / Relocation of Mains Prior to Paving	220-4049-3019200-7101	\$88,495.00
2025 CIP / Wastewater CIP / Relocation of Mains Prior to Paving	230-4149-3215700-7101	\$93,185.00
2025 CIP / Drainage CIP / Drainage Improvements Prior to Street Replacement	266-1429-1475100-7101	\$20,882.00
FY25 Operating Budget / Infrastructure Repair & Replacement / Street Construction	831-4693-7101	\$164,299.00
Total		\$366,861.00

Budget Type:

Operating Budget
CIP

Fiscal Year:

2024-25

Document Location:	Op. - Page 239 & Prop. CIP - Pages 108, 202 & 241		
Budget Director Approval:	Allyson Bell Steadman	Approval Date:	02/18/2025
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	02/14/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. f.

Meeting Date: 03/04/2025

Item Title: Fire Station 1 - Construction Services

Submitted By: Laura Dunn, Capital Project
Management Director

Bid Number: 0196-25

Purchase Justification:

This request is for construction services to rebuild Fire Station 1. The existing facility is located at 1019 Austin Street and built in 1967. The new fire station will be approximately 20,000 sq. ft., with 6 bays, and will be located at 427 Allen Street. This project is part of the 2019 Bond Program and approved in the 2025 CIP.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Twelve (12) bids were received and evaluated based on the published criteria. Cerris Builders, Inc. received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Cerris Builders, Inc.	All	\$16,967,800.00
	TOTAL:	\$16,967,800.00

Basis for Award:

Best Value

Purchase Requisition #:

53184

Fiscal Impact

Total Project/Account: \$23,492,000 *

Expended/Encumbered to Date (Including this Item): \$19,466,685

Proposed Balance: \$4,025,315

Account #: Various

Fund/Dept/Project Description and Comments:

Public Safety CIP / Relocate Fire Station No. 1	652-1429-1210119-9002, 692-1429-1210100-9002	\$16,967,800
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* The Relocate Fire Station No. 1 project will continue into 2027. 2019 GO Bonds and Certificates of Obligation funding will be included in the 2026 and 2027 Capital Improvement Programs for the continuation of the project, as projected in the 2025 CIP.

Attachments

Bid Recap

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 127

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

02/19/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

02/18/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. g.

Meeting Date: 03/04/2025

Item Title: GP&L Wylie to Mallard Transmission Line Steel Structures

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 0497-25

Purchase Justification:

This request is to obtain steel structures needed for the construction of the GP&L Wylie to Mallard transmission line as part of the approved OPGW Install-OL1-BD 138kV CIP project. An owner's contingency is included for any additional materials that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Four (4) bids were received and evaluated. Texas Electric Cooperatives, Inc. is considered non-responsive due to not submitting the required Steel Fabrication Questionnaire. KBS Electrical Distributors, Inc. is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
KBS Electrical Distributors, Inc.	All	\$3,367,265.00
Owner's Contingency		432,735.00
	TOTAL:	\$3,800,000.00

Basis for Award:

Lowest Responsible Bid

Purchase Requisition #:

53041

Fiscal Impact

Total Project/Account: \$16,391,778

Expended/Encumbered to Date (Including this Item): \$ 4,358,331

Proposed Balance: \$12,033,447

Account #: 210-3599-3142201-6051

Fund/Dept/Project Description and Comments:

Electric CIP / GP&L Transmission Lines Program

Attachments

Bid Recap

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 278

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

02/18/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

02/14/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. h.

Meeting Date: 03/04/2025

Item Title: GP&L King Mountain 345kV Switch Station Terminal Engineering Services

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 0642-25

Purchase Justification:

This request is to obtain engineering services to design the addition of a terminal at the GP&L King Mountain 345kV Switch Station. Services include substation civil, structural, and electrical design, construction phase support, field engineering support and environmental and permitting services. This is part of the approved GP&L King Mountain Terminal to Grandfalls CIP project.

Evaluation:

Burns & McDonnell Engineering Company, Inc. was selected as the Most Qualified firm for this project from RFQ 0832-24. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Burns & McDonnell Engineering Company, Inc.	All	\$1,366,000.00
	TOTAL:	\$1,366,000.00

Basis for Award:

Most Qualified

Purchase Requisition #:

53194

Fiscal Impact

Total Project/Account: \$4,000,000

Expended/Encumbered to Date (Including this Item): \$1,366,000

Proposed Balance: \$2,634,000

Account #: 210-3799-3179901-7111

Fund/Dept/Project Description and Comments:

Electric CIP / GP&L Substations Upgrades Program

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 284

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

02/18/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

02/14/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. i.

Meeting Date: 03/04/2025

Item Title: GP&L Newman 138kV Substation Expansion Engineering Services

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 0640-25

Purchase Justification:

This request is to obtain engineering services to support the expansion of the GP&L Newman 138kV Substation. Services include substation civil, structural, electrical design, construction phase support, field engineering support and environmental fee and permitting services. This is part of the approved Newman Substation Expansion CIP project.

Evaluation:

Burns & McDonnell Engineering Company, Inc. was selected as the Most Qualified firm for this project from RFQ 0832-24. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Burns & McDonnell Engineering Company, Inc.	All	\$2,099,000.00
	TOTAL:	\$2,099,000.00

Basis for Award:

Most Qualified

Purchase Requisition #:

53145

Fiscal Impact

Total Project/Account: \$6,100,000

Expended/Encumbered to Date (Including this Item): \$2,099,000

Proposed Balance: \$4,001,000

Account #: 210-3799-3181601-7111

Fund/Dept/Project Description and Comments:

Electric CIP / GP&L Substations Upgrades Program

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 284

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

02/18/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

02/14/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. j.

Meeting Date: 03/04/2025

Item Title: GP&L Naaman to Newman 138kV Transmission Line Rebuild Engineering Services

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 0641-25

Purchase Justification:

This request is to obtain engineering services to design the rebuild of the GP&L Naaman to Walnut 138kV Transmission Line to become the Naaman to Newman 138kV Transmission Line. Services include transmission and distribution line design, field engineering, survey, easement and permitting support. This is part of the approved GP&L Line Capacity Increase CIP project.

Evaluation:

Burns & McDonnell Engineering Company, Inc. was selected as the Most Qualified firm for this project from RFQ 0832-24. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Burns & McDonnell Engineering Company, Inc.	All	\$1,980,500.00
	TOTAL:	\$1,980,500.00

Basis for Award:

Most Qualified

Purchase Requisition #:

53217

Fiscal Impact

Total Project/Account: \$10,645,000

Expended/Encumbered to Date (Including this Item): \$1,980,500

Proposed Balance: \$8,664,500

Account #: 210-3599-3136501-7111

Fund/Dept/Project Description and Comments:

Electric CIP / GP&L Transmission Lines Program

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 278

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

02/18/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

02/14/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. k.

Meeting Date: 03/04/2025

Item Title: GP&L Apollo to Naaman 138kV Transmission Line Rebuild Engineering Services

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 0639-25

Purchase Justification:

This request is to obtain engineering services to design the remaining portion of the rebuild of the GP&L Apollo to Naaman 138kV Transmission Line. Services include transmission and distribution line design, field engineering, survey, easement and permitting support. This is part of the GP&L Apollo to Naaman 138 kV Transmission Line Rebuild CIP project.

Evaluation:

Burns & McDonnell Engineering Company, Inc. was selected as the Most Qualified firm for this project from RFQ 0832-24. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Burns & McDonnell Engineering Company, Inc.	All	\$2,020,500.00
	TOTAL:	\$2,020,500.00

Basis for Award:

Most Qualified

Purchase Requisition #:

53218

Fiscal Impact

Total Project/Account: \$4,496,000

Expended/Encumbered to Date (Including this Item): \$2,020,500

Proposed Balance: \$2,475,500

Account #: 210-3599-3143901-7111

Fund/Dept/Project Description and Comments:

Electric CIP / GP&L Transmission Lines Program

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 278

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

02/18/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

02/14/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. I.

Meeting Date: 03/04/2025

Item Title: GP&L Olinger 2 Evaporation Pond Flood Mitigation

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

Bid Number: 0648-25

Purchase Justification:

This request is for the emergency flood mitigation of the GP&L Olinger 2 Evaporation Pond. Heavy rains caused the pond to overflow and discharge. Tanker trucks were brought to the site to haul the stormwater away and mitigate further discharge.

Evaluation:

TAS Environmental provided the pond water transportation and disposal services as an Emergency purchase. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
TAS Environmental	All	\$292,500.00
	TOTAL:	\$292,500.00

Basis for Award:

Emergency

Purchase Requisition #:

53280

Fiscal Impact

Total Project/Account: \$3,899,674

Expended/Encumbered to Date (Including this Item): \$3,455,387

Proposed Balance: \$444,287

Account #: 211-3432-7111

Fund/Dept/Project Description and Comments:

FY 2024-25 Operating Budget / Electric Utility Fund / GP&L Olinger Operations

Budget Type: Operating Budget

Fiscal Year: 2024-25

Document Location: Page 251

Budget Director Approval: Allyson Bell Steadman

Approval Date: 02/19/2025

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/18/2025



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

3.

Meeting Date: 03/04/2025

Title: Consider and Approve Employment Agreements of City Council Appointees

Submitted By: Brian England, City Attorney

Strategic Focus Area: Sound Governance and Finances

Issue/Summary

The City Council is requested to approve employment contracts of City Council appointees.

Background

The City Council conducted employment reviews of council appointees in Executive Session of the February 13, 2025, Work Session and approved compensation and benefits adjustments for appointees.

Consideration / Recommendation

Approve the substance and form of appointee's contracts as presented to Council.



GARLAND

CITY COUNCIL STAFF REPORT

City Council Regular Session

4.

Meeting Date: 03/04/2025

Title: Ordinance Adopting 2025 Capital Improvement Program Budget (CIP) Amendment No. 1

Submitted By: Allyson Bell Steadman, Budget Director

Strategic Focus Area: Sound Governance and Finances

Issue/Summary

Amend the 2025 Capital Improvement Program (CIP) to include a new proposed project in 2025, Holford Youth & Recreation Soccer Facilities, including the appropriation of \$5.0 Million in 2025 and the issuance of \$5.0 Million of Certificates of Obligation in 2025.

Staff briefed the City Council on the new proposed project on February 3, 2025, and on the proposed CIP Budget Amendment No. 1 on February 17, 2025.

Background

On Monday, February 3, 2025, during the work session, staff presented the opportunity to develop a Proposed Professional and Youth Soccer Complex with Mixed-Use Development at the Holford Road and President George Bush Turnpike interchange. Staff proposed funding a component of the overall public/private mixed-use development project through the City's Annual CIP and using the Debt Service Tax Rate. The proposed Holford Youth & Recreation Soccer Facilities project is anticipated to include the design and construction of six practice and youth recreational soccer fields, landscaping, trail development, and parking for the recreational facility. The total project cost is anticipated to be \$25.0 Million, with an expected completion date of Q2-2027.

The CIP Budget Amendment No. 1 proposes to increase the Park CIP 2025 Appropriation by \$5,000,000 for the Holford Youth & Recreation Soccer Facilities new project, as presented to City Council on Monday, February 17, 2025. Approval of this new project in 2025 will result in the need to issue \$5,000,000 of Certificates of Obligation in 2025.

Consideration / Recommendation

Ordinance amending the 2025 CIP for CIP Budget Amendment No. 1 to appropriate \$5,000,000 to the Holford Youth & Recreation Soccer Facilities project under the Park CIP Appropriation to be expended in 2025, resulting in an increase to the upcoming issuance of 2025 Certificates of Obligation (CO) by \$5,000,000 in Spring of 2025 for a total planned 2025 CO issuance of \$76,422,000.

Attachments

Staff Report - 2025 CIP Budget Amendment No. 1

Ordinance Amending the 2025 CIP



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

Work Session Item .

Meeting Date: 02/17/2025

Title: 2025 Capital Improvement Program (CIP) Budget Amendment No. 1

Submitted By: Allyson Bell Steadman, Budget Director

Strategic Focus Area: Sound Governance and Finances

Issue/Summary

Amend the 2025 Capital Improvement Program (CIP) to include a new proposed project in 2025, Holford Youth & Recreation Soccer Facilities, including the appropriation of \$5.0 Million in 2025 and the issuance of \$5.0 Million of Certificates of Obligation in 2025.

1. Approve CIP Budget Amendment No. 1 as presented.
2. Do not approve CIP Budget Amendment No. 1.

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 4, 2025, Regular Meeting.

Background

At the Monday, February 3, 2025, Work Session, staff presented on the opportunity to develop a Proposed Professional and Youth Soccer Complex with Mixed-Use Development at the Holford Road and President George Bush Turnpike interchange. Staff proposed funding a component of the overall public/private mixed-use development project through the City's Annual CIP and using the Debt Service Tax Rate. The proposed Holford Youth & Recreation Soccer Facilities project is anticipated to include the design and construction of six practice and youth recreational soccer fields, landscaping, trail development, and parking for the recreational facility. The total project cost is anticipated to be \$25.0 Million, with an anticipated completion date of Q2-2027.

The CIP Budget Amendment No. 1 proposes to increase the Park CIP 2025 Appropriation by \$5,000,000 for the Holford Youth & Recreation Soccer Facilities new project.

Consideration / Recommendation

Staff will seek City Council approval to appropriate \$5,000,000 to the Holford Youth & Recreation Soccer Facilities new project to be expended in 2025.

Staff will seek City Council approval to increase the upcoming issuance of 2025 Certificates of Obligation by \$5,000,000 in Spring of 2025 for a total planned issuance of \$76,422,000.

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 4, 2025, Regular Meeting.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2025 CAPITAL IMPROVEMENT PROGRAM ("2025 CIP AMENDMENT NO. 1"); PROVIDING FOR THE SUPPLEMENTAL APPROPRIATION OF FUNDS IN THE PARKS PROGRAM; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2025 Capital Improvement Program and appropriated the necessary funds for the improvements of the City; and

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

WHEREAS, the City Council has reviewed and concurred with a Policy Report that establishes the need for changes to appropriations in the following programs and projects:

- (1) Holford Youth & Recreation Soccer Facilities.

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

Section 1

The City Council hereby authorizes and approves an amendment to the 2025 Capital Improvement Program in the amount of \$5,000,000 for: the design and construction of six practice and youth recreational soccer fields, landscaping, trail development, and parking for the recreational facility.

Section 2

The City Council hereby amends Ordinance No. 7567 *in part* and by addition to read as follows:

"Section 1 (A), adjusting appropriations of \$5,000,000 for the development of a recreational soccer facility and associated improvements for the new Holford Youth & Recreational Soccer Facilities project."

Section 3

That Ordinance No. 7567 of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

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

Section 5

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

PASSED AND APPROVED this the 4th day of March, 2025.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

5.

Meeting Date: 03/04/2025

Title: Agreement for Real Property Contract of Sale Between The Owl Icehouse Garland LLC and the City of Garland Regarding Property Located at 519 State Street in the Downtown Historic Sub-district.

Strategic Focus Area: Growing Economic Base
Commercially Thriving Downtown
Arts, and Events
Vibrant Neighborhoods and
Commercial Centers

Issue/Summary

The City Council is asked to consider a Development Agreement for 519 State Street, which proposes the redevelopment of the historic property into The Owl Icehouse. The project aims to revitalize a long-standing, vacant site in Downtown Garland while maintaining its historical character. The proposed development includes significant private investment, is expected to create new jobs, and generate additional sales revenue, contributing to Garland's economic growth.

Background

- 519 State Street has been vacant for several decades and presents an opportunity for redevelopment.
- The Owl Icehouse is envisioned as a modern gathering space, honoring historical character while introducing new dining and entertainment options.
- The project is led by The Owl Icehouse Garland LLC, with Don Day as the Managing Partner. This team has exemplary experience in historic preservation and community-oriented development, including successful projects in Downtown McKinney.

Consideration / Recommendation

Authorize the terms of the Development Agreement and Real Contract of Sale as presented, which were previously provided to Council as a written briefing at the March 3, 2025, Work Session.

Attachments

519 State St. Development Agreement
519 State St. Contract of Sale

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

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

ARTICLE I

RECITALS

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

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

WHEREAS, Developer intends to repair, renovate and improve commercial space at 519 State Street to create a restaurant/entertainment space for the operation of a restaurant business, on a certain tract of land within the City of Garland, Dallas County, Texas (“Property”), being further described in Exhibit A, which is attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Developer intends to invest approximately **\$2,500,000.00** in new real property improvements and **\$600,000.00** in furniture, fixtures, and equipment at the Property (“Project”); and

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

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

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

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

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

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

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

ARTICLE II

DEFINITIONS

Section 2.01. "Economic Development Incentive Payment Request" has the meaning set forth in Section 4.02.

Section 2.02. "Performance Rebate Period" means the period of time, as more fully described in below Article III, during which Developer is eligible for Performance Rebate Payments.

Section 2.03. "Performance Rebate Payments" means the City's payments to Developer in the form of rebate payments for Qualified Hard Costs (as defined below) expended by Developer and for which a Performance Rebate Payment is requested by Developer in accordance with Article IV.

Section 2.04. "Program" means the economic development program for the Project established by the City pursuant to Texas Local Government Code Chapter 380 to promote economic development and stimulate business and commercial activity within the City as represented by the terms of this Agreement.

Section 2.05. "Project" has the meaning described in the Recitals to this Agreement.

Section 2.06. "Property" has the meaning described in the Recitals to this Agreement.

Section 2.07. "Qualified Hard Costs" means expenditures actually paid by Developer during the Performance Period for the improvement made to the Property.

ARTICLE III

COMMENCEMENT, COMPLETION AND OPERATION OF THE PROJECT

Section 3.01. Commencement of the Project. Developer shall develop and construct an approximate 13,000 square foot restaurant on the Property with a minimum investment of **\$2,500,000.00** for real property improvements and approximately **\$600,00.00** in furniture, fixtures, and equipment.

Section 3.02. Concept of the Project. The Parties agree that the project shall be a family-oriented restaurant, with appeal to young families, and features affordable food with burgers, and Texas County cooking all made onsite. A more detailed concept of the Project is attached hereto as Exhibit B and incorporated herein by reference.

Section 3.03. Commencement of Operation. Developer shall substantially complete the demolition and build out of the Property on or before **June 1, 2026**, and Developer shall have obtained all necessary building permits and Certificates of Occupancy (or applicable equivalent) for the Property and commenced operation of a restaurant on the Property on or before said date.

Section 3.04. Compliance with Prior Development Agreement. The City has given Developer notice of that certain Disposition and Development Agreement of October 28, 2023 (“DDA”), entered into between the City and the prior owner of the Property. Developer acknowledges the DDA and agrees to comply with the terms therein related to the Project, including but not limited to the following:

- a. Developer’s architect shall meet with the Jones’ family architect, Ron Hobbs Architecture & Interior Design, to review design and construction plans.
- b. The City shall have the opportunity to establish a design team to work with Developer’s architect and make recommendations related to the concept and design of the Project.
- c. One representative of the Jones’ family shall be given the opportunity to serve as a member of the City’s design team to make recommendations consistent in keeping with the overall concept of the design to the extent that the City’s design team determines that the Jones’ family recommendation will enhance the appearance, appeal, or usability of the Facility or favorably impact construction costs, operating revenues and expenditures and overall maintenance costs.
- d. Once construction commences, the representative of the Jones’ family shall receive timely notice of, and be entitled to participate in regularly scheduled owner, architect, contractor (OAC) construction meetings between the City and Developer. However, although the Jones’ family representative may attend ad hoc meetings between the City and Developer, the City is not obligated to provide Seller notice of such meetings.

e. The development plans shall include a private dining room, or a small office space, in the building and Developer shall make this room available to Chad Jones twice per calendar month, during regular business hours, subject to availability, and in coordination with Developer.

f. The Jones' family shall be entitled to any materials from the building that are removed as part of construction. This would include the face brick from the front of the building and select wood from the interior demolition. To accommodate this provision and not interfere with demolition or construction activities on the Property, the Jones' family shall schedule and meet with a representative of the City Manager's Office and the Developer, to conduct a walk-through of the Property and identify any materials the Jones' family desires to retain during demolition of the Property prior to April 1, 2025. The City shall set aside the identified materials and deliver them to a location determined by the Seller within the City of Garland.

Section 3.05. Dedication Plaque. Developer agrees to placing an approximate 16" by 16" bronze plaque on the front of the building on one of the large endcap columns that details the history of the building as well as the Jones' family's association with the building.

Section 3.06. Performance Period. The Performance Rebate Period during which Developer is eligible to receive Performance Rebate Payments shall extend from the Effective Date of this Agreement through the date when the Project becomes operational, however under no circumstances shall the Performance Rebate Period extend past **December 31, 2026**.

Section 3.07. Continued Operation of Business. After Project becomes operational as a restaurant, Developer shall continuously lease, operate, maintain, and manage Project or make diligent commercial efforts to lease, operate, maintain and manage Project on the Property for use as one or more restaurants until at least **May 31, 2031**.

ARTICLE IV

OBLIGATIONS OF THE CITY

Section 4.01. Conveyance of Real Property.

- a. City agrees to convey the Property to Developer pursuant to the terms and conditions of that certain Contract of Sale between the Parties executed contemporaneously with this Agreement.
- b. In the event operations are not commenced (as described in above Section 3.03) by May 31, 2027, Developer agrees to convey the Property back to the City on or before June 30, 2027. Once conveyed, Developer, or its successor or assigns, shall have the right to remain on the Property for a term not to exceed 24-months, pursuant to a triple-net, fair market value lease.

Section 4.02. Performance Rebate Payments. Subject to the requirements and limitations of this Article, the other terms and conditions of this Agreement, and Developer's compliance with its obligations under this Agreement, the City shall make Performance Rebate Payments to Developer in accordance with this Article during the Performance Rebate Period:

- a. The City shall make rebate payments to Developer in an amount not to exceed **\$740,000.00** in total to reimburse Developer for a portion of the Qualified Hard Costs actually paid by Developer, which were expended for physical improvements which were actually made to the Property during the Performance Rebate Period. The first \$370,000.00 of Performance Rebate Payments may be drawn by Developer on a monthly basis for completed work associated with hard costs. Notwithstanding any other provision in this Agreement, under no circumstance shall the City's total obligation to Developer or any other entity as a result of this Agreement exceed **\$740,000.00**.
- b. The City shall hold, and not be obligated to make, the final Performance Rebate Payment of **\$370,000.00** to Developer until the Commencement of Operation (as described in above Section 3.03) and 30 consecutive business days of operating the Project as described herein.

Section 4.03. Process for Payment. Upon Commencement of Operations (as described in above Section 3.03), Developer may request a Performance Rebate Payment for an applicable Qualified Hard Cost by written application submitted to the City. The City shall not be required to make a Performance Rebate Payment for any applicable Qualified Hard Cost until:

- a. the Developer submits to the City a payment request (the "Economic Development Incentive Payment Request") together with all information required to verify Developer's material compliance with its obligations under this Agreement for City's rebate of the Qualifying Hard Cost; and
- b. funds are appropriated by the Garland City Council for the specific purpose of making a Performance Rebate Payment under this Agreement as part of the City's ordinary budget and appropriations approval process or through any subsequent appropriation.

Provided that the foregoing conditions have been satisfied and Developer is otherwise in compliance with this Agreement, the City shall pay Developer any Performance Rebate Payments due within thirty (30) days after the last to occur of the events in above subsections a. and b. of this Section 4.03.

ARTICLE V **TERMINATION AND DEFAULT**

Section 5.01. Events of Termination. This Agreement terminates upon any one or more of the following:

a. by expiration of the Term; or

b. if a party materially defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, rebates, damages and/or expenses shall survive the termination of the Agreement.

Section 5.02. Effect of Termination/ Survival of Obligations. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or defaults(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

ARTICLE VI

ADDITIONAL AGREEMENTS AND OBLIGATIONS

Section 6.01. Indemnification. TO THE FULLEST EXTENT ALLOWED BY TEXAS LAW, DEVELOPER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GARLAND, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES OF ANY CONCEIVABLE CHARACTER, DUE TO OR ARISING FROM DEVELOPER'S CONTRACTUAL OBLIGATIONS TO THIRD PARTIES, INJURIES TO PERSONS (INCLUDING DEATH), OR INJURIES TO PROPERTY (BOTH REAL AND PERSONAL) RESULTING FROM DEVELOPER'S PERFORMANCE OF THIS AGREEMENT.

ARTICLE VII

PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON CITY OBLIGATIONS

Section 7.01. Personal Liability of Public Officials. No employee or elected official of the City shall be personally responsible for any liability arising under this Agreement.

Section 7.02. Limitations on City Obligations. The Performance Rebate Payments made and any other financial obligation of the City hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the City as provided

in this Agreement. Under no circumstance shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Performance Rebate Payments unless the City budgets and appropriates funds to make such payments during the City's fiscal year in which such payments are due. If the City fails to appropriate funds to make any Performance Rebate Payment(s), it shall immediately notify Developer of such non-appropriation and Developer may, at its sole option, terminate this Agreement, effective upon written notice to the City.

Section 7.03. No Recourse. Except for the right to terminate as provided in above Section 6.02, Developer shall have no recourse against the City for the City's failure to budget and appropriate funds during any fiscal year to meet the purposes and satisfy its obligations under this Agreement.

Section 7.04. Source of Funds. Performance Rebate Payments shall be made from annual appropriations only from such funds of the City as may be legally appropriated for the implementation of Article III, Section 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code or any other economic development or financing programs authorized by Texas law or the home-rule powers of the City. Any Performance Rebate Payment to be made by the City to the Developer shall be limited as described in this Section and shall in no event exceed the amounts actually paid by Developer or Tenant for Qualified Hard Costs on the Project.

ARTICLE VIII

INFORMATION REGARDING PERFORMANCE

Section 8.01. Information. Subject to this Article VIII, Developer shall, at such times and in such form as the City may reasonably request from Developer, provide information concerning the performance of Developer's obligations under this Agreement.

Section 8.02. Review of Developer's Records. To the extent that the City has questions about the information supplied by Developer in any report, application, filing, or other document provided under this Agreement, the Parties will engage in good faith efforts to resolve such questions and, upon the City's reasonable request, Developer will furnish or make available for inspection documentation reasonably sufficient to verify the accuracy and completeness of the report, application, filing, certification or other information, and to demonstrate the manner in which such items or their contents were calculated or prepared. If, notwithstanding the good faith efforts of the Parties to resolve any questions concerning such items, the Parties are unable to resolve such issues, during the Term and for six (6) months thereafter, the City may examine and audit such books and records of Developer as are reasonably sufficient to verify the accuracy of such items. In the event the City's examination reveals a payment deficiency or discrepancy, the Parties will cooperate in good faith to address and resolve such deficiency or discrepancy. Information, documents, and materials provided by Developer shall be treated as described in below Section 8.04 of this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, Developer shall not be required to disclose, permit the inspection of or

examination of, or discuss, any document, information or other matter that is not necessary to verify Developer's compliance with this Agreement and that (x) constitutes trade secrets or proprietary information, (y) in respect of which disclosure is prohibited by law or any binding agreement or (z) is subject to attorney-client, attorney work product or other privilege recognized under Texas law. Notwithstanding anything to the contrary herein, the City will not have the right to review, inspect or audit any of Developer's records for periods that are more than four years from the date of the review, inspection or audit.

Section 8.03. Public Records; Confidentiality. Developer acknowledges and agrees that this Agreement, Developer's Compliance Certificates, and certain other documents and filing related to this Agreement are or will be public records subject to disclosure (after redaction of information exempt from disclosure as described below) under the Texas Public Information Act. The Parties acknowledge and agree that the Public Information Act exempts from disclosure certain types of records, materials and information, including without limitation: records confidential by law, either constitutional, statutory or by judicial decision (Section 552.101 of the Texas Government Code); social security numbers (Section 552.117(a)(2) of the Texas Government Code); trade secrets and economic development project information (Sections 552.110 and 552.131 of the Texas Government Code); and proprietary commercial information (Section 552.110 of the Texas Government Code). The City will endeavor to use adequate safeguards, no less than those safeguards observed by the City for its own confidential information, to maintain the security and confidentiality of all materials, communications, data and information related to this Agreement or supplied by Developer in connection with this Agreement that may be subject to such exemptions from disclosure. Developer acknowledges that this Agreement constitutes public information and the materials, communications, data and information related to this Agreement may also constitute public information subject to disclosure under the Public Information Act and agrees that the City may disclose this Agreement, the Compliance Certificates and the portions of materials, communications, data and information related to this Agreement as required by law. The City will make reasonable efforts to (a) give Developer prior written notice of a request for public information (other than a request for copies of this Agreement or Compliance Certificates, which Developer agrees may be released without notice to Developer) in a reasonably practicable time period to allow Developer to seek a protective order or other appropriate remedy, (b) disclose only such information as is required under the applicable law, (c) cooperate with Developer in responding to any such records request (but there shall be no obligation for the City to independently request or join in any request for a ruling from the Attorney General, to engage or participate in litigation or to otherwise pursue any remedies sought by Developer with regard to asserted proprietary commercial or financial information or trade secrets). The City, without waiving its right to appeal an opinion or ruling under applicable procedures, will or may comply with any opinion or ruling of the Texas Attorney General or court order recommending or requiring redaction or withholding of information in response to a request for public information without further protest or appeal.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

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

Section 9.02. Force Majeure. Unless otherwise provided, all obligations of Developer and City shall be subject to events of “force majeure” which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor. Notwithstanding any other provision to the contrary, calculations for Performance Rebate Payments

owed by the City are not subject to, and expressly excluded from, events of “force majeure.” Performance Rebate Payment amounts owed by the City shall be strictly calculated in accordance with the terms and conditions of Article IV, without regard to any event, contingency, or cause beyond the reasonable control of either Party.

Section 9.03. Dispute Resolution and Step Negotiations. (a) The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows. Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days’ notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the federal and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

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

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

Section 9.04. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint

venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement. Developer, in performing its obligations thereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties including Tennant, and Developer agrees to indemnify and hold City harmless therefrom. City, in performing its obligations hereunder, is acting independently, and the City assumes no responsibilities in connection therewith to third parties, specifically including any obligations to Tennant.

Section 9.05. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other party.

Section 9.06. Accommodation of Financing Parties. To facilitate Developer's obtaining of financing to construct and operate the Project, City shall make reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be reasonably requested by Developer or the Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects or unduly burdens the City. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties, and provided by the City.

Section 9.07. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Section 9.08. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; not to be unreasonably withheld, conditioned or delayed; provided that Developer may, without the City's consent, assign this Agreement to a wholly-owned subsidiary or affiliate of Developer. However, without the City's consent, Developer may enter into a collateral assignment of this Agreement in connection with any financing of the Project. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or performance by a party with whom Developer or its affiliates contract

shall be deemed to be performance by Developer.

Section 9.09. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory.

Section 9.10. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 9.11. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either party or its counsel in person, via an express mail service or via courier or via receipted facsimile transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person, next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
Mr. Judson Rex
City Manager
Post Office Box 469002
Garland, Texas 75046
Phone: (972) 205-3800
Fax: (972) 205-2474
jrex@garlandtx.gov

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

If to Developer:

With a required copy to:

Section 9.12. Employment of Undocumented Workers. During the term of this Agreement the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of the Performance Rebate Payments and any other funds received by the Developer from the City as of the date of such violation within 120 business days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent compounded annually from the date of violation until paid.

Section 9.13. Non-Collusion. Developer represents and warrants that neither Developer nor anyone on Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

Section 9.14. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 9.15. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

Section 9.16. Default and Claw-Back. (a) The City shall notify the Developer, in writing, of a default by the Developer in complying with the terms and provisions of this Agreement. In the event that the Developer has failed to cure the default(s) within thirty (30) days of receipt of the notice of default (or has failed to commence and diligently pursue such cure within such thirty (30) day period if cure cannot be completed within such thirty (30) day period), the Developer shall promptly reimburse the City for any Performance Rebate Payment received by Developer under this Agreement. Failure on the part of the City to exercise any right contained in this Agreement shall not constitute waiver of any right in the event of any subsequent default, and no waiver shall be effective unless in writing, executed by both the City and the Developer.

(b) In the event the Project does not remain operational through December 31, 2031, Developer shall promptly reimburse the City for any Performance Rebate Payment received by Developer under this Agreement.

Section 9.17. Term. The Term of this Agreement commences on the Effective Date and continues until December 31, 2031, unless sooner terminated by either Party in accordance with the terms of this Agreement, provided that any obligation of Developer to reimburse or repay the City for any obligation to the City otherwise arising under this Agreement shall survive the termination of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Executed and effective as of the ____ day of _____, 2025.

DEVELOPER

The Owl Icehouse, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

CITY

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

By: _____

Jusdon Rex,
City Manager

Exhibit A
Property Legal Description

Being Lot 1, Block 1, of Jones Downtown Addition, an Addition to the City of Garland, Texas, according to the plat thereof recorded in County Clerk Instrument No. 201300301208, of the Official Public Records of Dallas County, Texas ("Property").

Exhibit B
Concept Plan

- The Owl Icehouse shall be developed within the city owned building located at 519 W. State Street.
- The current glass storefront of the building shall be removed and a new storefront shall be constructed at the first column line within the building to create an open patio adjacent to the existing City sidewalk. The open patio will be approximately 18 feet deep and will encompass approximately 1,600 square feet and will seat approximately 100 customers.
- Behind the open patio shall be the enclosed dining room, bar, a private dining area, an arcade area and a full-service kitchen that, combined, will encompass approximately 6,300 square feet and seat approximately 200 customers.
- The first floor shall include two staircases to the roof of the restaurant where, across the front of the building shall be located an approximate 3,000 square foot rooftop patio, to provide a clear line of sight for parents with children who may be playing on the playgrounds across the street.

CONTRACT OF SALE – REAL PROPERTY

THIS CONTRACT OF SALE (“Contract”) is made and entered into as of the “Effective Date” (as hereinafter defined) by and between **CITY OF GARLAND, TEXAS**, a Texas home-rule municipality (“Seller”) and **The Owl Icehouse LLC**, a Texas limited liability company (“Buyer”).

For and in consideration of the mutual covenants and agreements contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. **PURCHASE AND SALE**: Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller, the Property (hereinafter defined) for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth. The “Property” shall mean real property commonly known as **519 State Street, Garland, Dallas County, Texas, and more particularly described as**

Being Lot 1, Block 1, of Jones Downtown Addition, an Addition to the City of Garland, Texas, according to the plat thereof recorded in County Clerk Instrument No. 201300301208, of the Official Public Records of Dallas County, Texas ("Property"),

together with all right, title and interest of Seller, if any, in and to (i) any and all improvements and buildings owned by Seller located on such Property (if any), (ii) any and all singular rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining to the Property, including, without limitation, any right, title and interest of Seller in and to adjacent public roadways or public alleys, rights of ingress and egress and any reversionary interests thereto, and (iii) strips and gores between the Property and abutting properties.

2. **CONTRACT SALES PRICE**: The purchase price for the Property shall be **Seven hundred forty thousand and no/100 dollars (\$740,000.00)** (“Sales Price”), payable by Buyer in cash at Closing. “Payable in cash” shall mean by cashier’s check or certified check drawn on a national banking association acceptable to Seller, or by wire transfer of immediately available federal funds (“Immediately Available Funds”). Concurrently, with the execution of this Contract, and as additional consideration for this Contract, Seller and Buyer will execute a Disposition and Development Agreement, attached hereto as Exhibit “A” and incorporated herein for all purposes.

3. **EARNEST MONEY**: Within five (5) business days of the Effective Date, Buyer shall deliver this fully executed Contract to **Teresa Myers, Mutual Title LLC, 2611 N. Belt Line Rd., Ste. 162, Sunnyvale TX 75182, (214) 712-8151** (“Title Company”), as escrow agent, along with an amount equal to **Ten Thousand and 00/100 Dollars (\$10,000.00)** (by Immediately Available Funds) as earnest money, which funds shall be deposited and held by the Title Company in an interest-bearing account, such sum and the interest accrued thereon being hereafter referred to as “Earnest Money”. In the event the transaction contemplated by this Contract is closed, the Earnest Money will be applied in payment of the Sales Price to be paid at Closing. In the event the transaction contemplated by this Contract is not closed, the Earnest Money shall be disbursed in accordance with the provisions of this Contract. If Buyer does not timely deliver the Earnest

Money, or if the Title Company is not immediately able to obtain good funds in respect of the Earnest Money, Seller may, at its option, terminate this Contract. Upon request from the Title Company, Seller and Buyer will enter into such escrow agreement as Escrow Agent may reasonably request and will jointly and severally hold the Title Company harmless with respect to the performance of its duties as escrow agent, except to the extent caused by the gross negligence or willful misconduct of the Title Company.

4. FEASIBILITY STUDY AND INSPECTION:

(a) Seller shall deliver to Buyer within thirty (30) days after the Effective Date any environmental reports pertaining to the Property currently in the possession of Seller ("Diligence Documents"), which Diligence Documents are provided for informational purposes only and shall not be relied upon by or certified to Buyer, and nothing in this Section shall constitute a representation or warranty as to the delivery, accuracy or completeness of any Diligence Documents described herein or otherwise in Seller's possession. Buyer, at its sole cost, liability, and expense, is granted the right to conduct engineering, market and economic feasibility studies of the Property, and/or a physical inspection of the Property, including studies or inspections to determine the existence of any environmental hazards or conditions (collectively, "Feasibility Study") during the period ("Feasibility Period") commencing on the Effective Date and ending at 5:00 p.m., Dallas, Texas time, on that date that is **Thirsty (30) days thereafter**. Parties may agree to extend the Feasibility Period in writing. Buyer or its designated agents may enter upon the Property for purposes of analysis or other tests and inspections which may be deemed necessary by Buyer for the Feasibility Study; provided however,

(b) If Buyer's inspections, investigations, studies or tests disclose the existence of any Hazardous Materials in, on or under the Land, then Buyer may either:

1. Terminate this Contract) by written notice to Seller prior to the expiration of the Feasibility Period, in which event the Earnest Money together with any accrued interest shall be paid or returned Buyer and thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract; or
2. Waive, in writing, its objections to the existence of Hazardous Materials and proceed to closing without adjustment of the Purchase Price.

(c) If this Contract is not terminated in the manner and within the time provided in this Section 4, the condition provided in this Section 4 and any and all objections with respect to the Feasibility Study shall be deemed to have been satisfied and/or waived by Buyer for all purposes, and it shall be conclusively presumed that Buyer (i) has approved the Diligence Documents, any surveys obtained, and the condition of title and condition of the Property, (ii) has acknowledged and agreed that Buyer has been given adequate access to inspect the Property, (iii) has acknowledged that it has the full and complete knowledge necessary to purchase the Property, or has chosen not to obtain the full and complete knowledge, although provided with the opportunity by Seller, and (iv) has conducted, or had the opportunity to conduct, sufficient examination of the building, building envelope, building systems, building grounds, building components and surrounding conditions including but not limited to soils and the environmental condition of the

Property.

(d) The Feasibility Study shall be at Buyer's sole cost and expense. Buyer shall promptly restore the Property, at its sole cost and expense, to its original condition if damaged or changed due to the tests and inspections performed by Buyer, free of any mechanic's or materialman's liens or other encumbrances arising out of any of the inspections or tests. In the event that Buyer terminates this Contract pursuant to this Section 4, or this Contract is terminated due to a default of Buyer, Buyer shall provide Seller, at no cost to Seller, with a copy of the results of any tests and inspections made by Buyer, excluding any market and economic feasibility studies. **BUYER HEREBY INDEMNIFIES, DEFENDS AND HOLDS SELLER HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), ACTIONS AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THE FEASIBILITY STUDY PERFORMED BY BUYER, ITS AGENTS, CONTRACTORS, SERVANTS AND/OR EMPLOYEES. BUYER FURTHER WAIVES AND RELEASES ANY CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION OR OTHER REMEDIES OF ANY KIND WHATSOEVER AGAINST SELLER FOR PROPERTY DAMAGES OR BODILY AND/OR PERSONAL INJURIES TO BUYER, ITS AGENTS, CONTRACTORS, SERVANTS AND/OR EMPLOYEES ARISING OUT OF THE FEASIBILITY STUDY OR USE IN ANY MANNER OF THE PROPERTY, UNLESS DUE TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SELLER, ITS AGENTS, EMPLOYEES AND/OR CONTRACTORS. NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, THE PROVISIONS OF THIS SECTION 4 SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS CONTRACT.**

(e) Buyer shall have the right to extend the Feasibility Period for one (1) period of thirty (30) days ("Extension Period") upon written notice to Seller and deposit into escrow with the Title Company prior to expiration of the Feasibility Period, the sum of **Ten Thousand and 00/100 Dollars (\$10,000.00)** ("Extension Payment"). The Extension Payment shall be deposited with the Title Company and become part of the Earnest Money. The Extension Payment shall be applicable to the Sales Price at Closing.

3. CLOSING: The closing of the sale of the Property to Buyer and consummation of the transaction(s) contemplated by this Contract ("Closing") shall take place at the offices of the Title Company in Sunnyvale, Texas on the date ("Closing Date") no later than ten (10) days after the expiration of the Feasibility Period unless such date is changed in writing by Seller and Buyer. However, notwithstanding anything in this Contract to the contrary, the Closing will be on or before April 30, 2025, unless Seller and Buyer agree to extend the Closing in writing.

(a) At the Closing, Seller shall deliver to Buyer, at Buyer's sole cost and expense, the following:

(i) a duly executed and acknowledged Special Warranty Deed ("Deed") in substantially the same form as shown on Exhibit "A" attached hereto and made a part hereof, conveying good and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, easements, and assessments, except for the Permitted Exceptions (hereinafter defined) and any others approved by Buyer in writing;

(ii) possession of the Property, upon funding, and subject to the Permitted Exceptions existing at Closing;

(iii) a non-foreign affidavit as permitted by Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder;

(iv) evidence of Seller's capacity and authority for the closing of this transaction as may be reasonably required by the Title Company;

(v) such other documents as may be reasonably required to close this transaction, duly executed by Seller.

(b) At the Closing, Buyer shall perform and deliver to Seller, at Buyer's sole cost and expense, the following:

(i) the Sales Price in Immediately Available Funds;

(ii) evidence of Buyer's capacity and authority for the closing of the transaction contemplated herein; and

(iii) such other documents as may be reasonably required to close this transaction duly executed by Buyer.

(c) Seller shall pay all other closing costs, including without limitation, the cost of an owner policy of title insurance, any new or updated survey, recording fees, tax certificate fees, and all escrow fees and title charges.

(d) All ad valorem real estate taxes and assessments levied or assessed against the Property (including, without limitation, any rollback taxes) shall be prorated according to the calendar year as of the Closing Date, based on the most recent tax bill for the Property. Such prorations shall be adjusted after Closing, based upon the actual tax bill. This Section 5(e) shall survive Closing.

4. TITLE APPROVAL:

(a) Title Commitment. Seller shall obtain, at Seller's sole cost and expense, and deliver copies to Seller, a Commitment for Title Insurance ("Commitment"), and legible copies of instruments referenced in the Commitment, within thirty (30) days after the Effective Date.

(b) Survey. Within fifteen (15) days after the Effective Date, Seller will provide Buyer a copy of Seller's most recent survey of the Property. If Seller's existing survey is not satisfactory to Buyer or the Title Company, then Buyer will obtain, and deliver a copy to Seller, a new or updated survey ("Survey") at Buyer's sole cost and expense within thirty (30) days after the Effective Date.

(c) Buyer's Objections. If Buyer has an objection to items disclosed in the Commitment or Survey, Buyer shall have thirty (30) days after receipt of the last of the Commitment and Survey ("Title Objection Deadline"), to give Seller written notice of its objections ("Title Objections"). Buyer will be deemed to have approved all matters reflected by

the Commitment and Survey to which Buyer has made no Title Objection by the Title Objection Deadline, and any exception to the Commitment or Survey not timely objected to by Buyer shall become a Permitted Exception, as set forth below.

(d) Seller's Cure. If Buyer gives timely written notice of any Title Objections, Seller shall have the opportunity, but not an obligation, for thirty (30) days from the date of Seller's receipt of the Title Objections to cure same. If Seller elects to cure a Title Objection, Seller will utilize reasonable diligence to cure such Title Objections, provided however, Seller shall have no obligation to expend any money, to incur any contractual or other obligations, or to institute any litigation in pursuing such efforts. If any Title Objection is not cured within such time period, Buyer shall elect prior to the end of the Feasibility Period as its sole and exclusive remedy to either (a) terminate this Contract, in which case the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract, other than as set forth herein with respect to rights or obligations which survive termination, or (b) waive the unsatisfied objection (which shall thereupon become a Permitted Exception) and proceed to Closing without reduction of the Sales Price.

(e) Permitted Exceptions. The phrase "Permitted Exceptions" shall mean (i) standard printed exceptions contained in the promulgated form of title policies in Texas; (ii) real estate taxes and assessments not yet due and payable, (iii) documents or agreements contemplated by the terms of this Contract, (iv) matters arising from acts of or at the direction of Buyer, its consultants or any of their respective agents, representatives or employees, and (v) those exceptions to title set forth in the Commitment, Deed, or Survey and which have been accepted or deemed accepted by Buyer. The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements will be amended to read "shortages in area" at the expense of Buyer.

(f) Mandatory Cure Items. Notwithstanding the foregoing and regardless of any applicable Title Objections, (i) Seller agrees to cure prior to or upon Closing any liens affecting the Property created by Seller, other than those created by or on behalf of Buyer, and (ii) voluntary conveyances of interests in the Property by Seller after the Effective Date ("Mandatory Cure Matters"). In no event shall the Mandatory Cure Matters be a Permitted Exception, and if Seller is unable to cure any Mandatory Cure Matters on or before the Closing, then Buyer shall be entitled, as Buyer's sole and exclusive remedy, to terminate this Contract upon written notice to Seller on or before the Closing Date, whereupon the Earnest Money and any and all Extension Payments (if applicable) shall be promptly delivered to Buyer, and all obligations and liabilities of the parties under this Contract shall be discharged and shall be null and void and of no further force or effect (except those that expressly survive the termination of this Contract).

5. BROKER'S FEE: Buyer and Seller represent and warrant to each other that no real estate commissions, finders' fees, or brokers' fees have been or will be incurred in connection with the sale of the Property by Seller to Buyer. Buyer and Seller shall indemnify, defend and hold each other harmless from any claim, liability, obligation, cost or expense (including reasonable attorneys' fees and expenses) for fees or commissions relating to Buyer's purchase of the Property asserted against either party by any broker or other person claiming by, through or under the indemnifying party or whose claim is based on the indemnifying party's acts. The provisions of this Section 5 shall survive the Closing or any termination of this Contract.

6. LIMITATION OF SELLER'S REPRESENTATIONS AND WARRANTIES: EXCEPT AS OTHERWISE SPECIFICALLY STATED IN SECTION 12 OF THIS CONTRACT, AND EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED TO BE DELIVERED BY SELLER AT THE CLOSING, SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ANY OR ALL APPLICABLE LAWS, RULES OR REGULATIONS; AND (ii) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION IN COMPLIANCE WITH ANY LAWS, ORDINANCES, ORDERS, RULES OR REGULATIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER THE PROPERTY OR ANY PORTION THEREOF. BUYER ACKNOWLEDGES THAT IT WILL INSPECT THE PROPERTY AND BUYER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS," "WHERE IS" BASIS AND WITH ALL FAULTS, AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE SPECIFIED IN SECTION 12 HEREIN, AND EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED TO BE DELIVERED BY SELLER AT THE CLOSING, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR STATUTORY, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

The provisions of this Section 6 shall survive the Closing.

7. DEFAULT:

(a) Unless otherwise provided for herein, if the transaction contemplated hereby is not consummated by reason of Buyer's breach or other failure to timely perform all obligations and conditions to be performed by Buyer, and such breach or other failure is not due to default, breach and/or failure by Seller hereunder, then Seller may, as Seller's sole and exclusive remedy, terminate this Contract and receive the Earnest Money as liquidated damages. Buyer and Seller hereby agree that actual damages would be difficult or impossible to ascertain and such amount is a reasonable estimate of the damages for such breach or failure.

(b) If the transaction contemplated hereby is not consummated by reason of Seller's breach or other failure to timely perform all obligations and conditions to be performed by Seller,

such breach or other failure is not cured within ten (10) days of Seller's receipt of written notice of such breach from Buyer, and such breach or other failure is not due to default, breach and/or failure by Buyer hereunder, then Buyer may, as its sole and exclusive remedy, either (i) enforce specific performance of Seller's obligations hereunder, provided that Buyer asserts such claim for specific performance within thirty (30) days from the scheduled Closing Date, or (ii) terminate this Contract and receive the Earnest Money; provided, however, notwithstanding anything to the contrary contained in this Contract, under no circumstances shall Buyer be permitted or entitled to file a claim of lis pendens against the Property. Buyer hereby waives and releases to the greatest extent allowed by law all other claims, causes of action or remedies against Seller arising under or in connection with this Contract, and Seller shall not be liable to Buyer for any type of incidental, punitive, special, exemplary, reliance, indirect or consequential damages, regardless of the foreseeability of such damages. No trustee, beneficiary, director, officer, shareholder, employee, advisor, agent, attorney, or manager in or of Seller (each, a "Seller Party") has any personal liability, directly or indirectly, under this Contract. Buyer and Buyer's successors and assigns and all other interested parties are entitled only to, and shall only look to, Seller's interest in the Property (and the proceeds thereof) for the payment of any claim or for any performance, and Buyer waives all other rights relating thereto. These limitations are in addition to, and not in limitation of, any other Seller limitation of liability.

(c) Except as otherwise expressly provided in this Contract, the rights and remedies set forth in this Section 7 shall be the sole and exclusive remedies available to Seller and Buyer in the event of a breach or default by the other party of this Contract.

8. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby represents to Buyer, that to Seller's current actual knowledge, no special investigation or inquiry having been made:

(a) That the persons executing this Contract on behalf of Seller have full power and authority to execute this Contract, and to bind Seller to the terms hereof;

(b) With the exception of Seller, there are no parties in possession of any portion of the Property;

(c) Seller has, or on or before the Closing Date will have, the corporate power and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and that all requisite corporate action necessary to authorize Seller to enter into this Contract and to carry out Seller's obligations hereunder has been, or on or before the Closing Date will have been taken;

(d) Seller has not received written notice of (i) any pending or threatened litigation which would materially and adversely affect the Property, or (ii) governmental proceeding which would materially and adversely affect the Property; and

(e) Seller is not a foreign person, as that term is defined in Section 1445 and 7701 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

(f) If any representation or warranty above is known by Buyer prior to Closing to be

untrue and is not remedied by Seller prior to Closing, Buyer may as Buyer's sole and exclusive remedy, either (i) terminate this Contract whereupon the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract, other than as set forth herein with respect to rights or obligations which survive termination, or (ii) waive its objections and close the transaction. The foregoing representations and warranties shall not survive the Closing.

9. **CONDEMNATION:** If, prior to the Closing Date, Seller receives written notice that condemnation proceedings are being commenced against any material portion of the Property, then Seller shall promptly notify Buyer of such condemnation, and Buyer shall thereafter have, as its sole and exclusive remedy: (a) the option to terminate this Contract within three (3) business days following receipt of said notice by Seller of such event, in which case the parties shall have no further rights or obligations hereunder except as expressly provided herein, and the Earnest Money shall be returned to Buyer, or (b) if Buyer does not elect to terminate this Contract, this Contract shall remain in full force and effect, and in such event Seller shall assign to Buyer any and all condemnation proceeds of such condemnation of the Property, and Buyer shall take title to the Property with the assignment of such proceeds and subject to such condemnation of the Property without reduction of the Sales Price. If Buyer does not elect to terminate within said three (3) business day period following such notice by Seller, Buyer shall be deemed to have waived all rights to terminate pursuant to this Section 9 and this Contract shall remain in full force and effect.

10. **REPRESENTATIONS AND WARRANTIES OF BUYER:** Buyer represents and warrants to Seller, which representations and warranties shall be deemed made by Buyer to Seller as of the Effective Date and also as of the Closing Date:

(a) Buyer has the full right, power, and authority to purchase the Property as provided in this Contract and to carry out Buyer's obligations hereunder, and that all requisite action necessary to authorize Buyer to enter into this Contract and to carry out Buyer's obligations hereunder has been, or on or before the Closing Date will have been, taken.

(b) There are no actions, suits, claims or other proceedings pending or, to the best of Buyer's knowledge, contemplated or threatened against Buyer that could affect Buyer's ability to perform its obligations when and as required under the terms of this Contract.

(c) Buyer is not, and will not become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control, Department of the Treasury of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list), or under any statute, executive order (including the September 24, 2002, Executive Order blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action and is not and will not engage in any dealing or transaction or be otherwise associated with such persons or entities.

(d) Notwithstanding anything herein to the contrary, any breach by Buyer of any of the foregoing representations or warranties shall constitute a default by Buyer hereunder, and Seller may thereupon, at its option, terminate this Contract by giving written notice thereof, in which event the Earnest Money shall be paid to Seller as liquidated damages, and neither Buyer nor Seller

shall have any further rights or liabilities hereunder, except as otherwise provided herein.

11. MISCELLANEOUS:

(a) Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) when personally delivered, (ii) five (5) days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and properly addressed, (iii) when deposited with a nationally recognized overnight courier service, charges prepaid, and properly addressed for delivery on the next business day, or (iv) upon sending the e-mail to the applicable party's designated e-mail address if sent before the close of business, or the next day if sent by e-mail after the close of business; provided, however, that if a notice is sent by e-mail, the party sending the notice also must send, on the date that the e-mail is sent, a confirmation copy of the notice by one of the other methods set forth in this Section 13(a) (or else such e-mail notice is void). For purposes of this subsection, the addresses of each party shall be that set forth below the signature of such party hereto with a copy to the other addressees set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten (10) days prior written notice of such change to the other party hereto in the manner prescribed herein.

(b) This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas .

(c) This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(d) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, in lieu of any such invalid, illegal or unenforceable provision there shall be automatically added to this Contract a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(e) THIS CONTRACT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS CONTRACT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS CONTRACT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS CONTRACT. THE PROVISIONS OF THIS CONTRACT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS CONTRACT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS CONTRACT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS CONTRACT OTHER THAN THOSE

EXPRESSLY STATED IN THIS CONTRACT.

(f) The parties may amend this Contract only by a written agreement of the parties that identifies itself as an amendment to this Contract.

(g) Time is of the essence with this Contract.

(h) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(i) The parties may execute this Contract in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by e-mail is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement.

(j) Intentionally Deleted.

(k) The parties hereto acknowledge that the parties and their respective counsel have each reviewed and revised this Contract, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

(l) Whenever any determination is to be made or action to be taken on a date specified in this Contract, if such date shall fall upon a Saturday, Sunday or holiday observed by federal savings banks in the State of Texas, the date for such determination or action shall be extended to the first business day immediately thereafter.

(m) Except as to those obligations which specifically survive the Closing, all of Seller's other obligations hereunder shall merge with the Deed.

12. ASSIGNMENT: Buyer may not assign this Contract to any party or entity, without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion. Notwithstanding anything in this Section 12 to the contrary, Buyer may assign this Contract without Seller's consent to: (i) any entity controlling, controlled by or under common control with Buyer; and (ii) any successor or newly created entity in the event of a merger or consolidation involving Buyer; provided, however, that in the event of such an assignment, Buyer shall not be relieved of its obligations hereunder. Buyer shall notify Seller of any assignment no later than ten (10) business days prior to the Closing Date. Seller reserves the unilateral right, exercisable in Seller's sole discretion at any time prior to the Closing Date without the necessity of obtaining Buyer's consent, to convey the Property to an affiliate of Seller ("Permitted Assignee"). The Permitted Assignee shall expressly assume in writing all of Seller's duties and obligations under this Contract, and the original party designated as the Seller shall thereafter be released from all duties and obligations hereunder. Buyer agrees to close the transaction contemplated herein with the Permitted Assignee, subject to the terms and conditions of this Contract.

13. NONREFUNDABLE CONSIDERATION: Notwithstanding anything seemingly to the

contrary contained herein, if the Earnest Money is returned to Buyer for any reason other than due to Seller's default hereunder, the sum of \$100.00 shall be retained by Seller as independent consideration ("Independent Consideration") for Seller's agreement to sell the Property to Buyer in accordance with the terms and conditions provided herein. The Independent Consideration shall be applied against the Sales Price at Closing.

14. **WAIVER OF CONSUMER RIGHTS:** BUYER, AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION (WHICH COUNSEL WAS NOT DIRECTLY OR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY SELLER OR ANY AGENT OF SELLER) HEREBY VOLUNTARILY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT (SECTION 17.41, *ET SEQ.*, BUSINESS AND COMMERCE CODE), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. BUYER HEREBY ACKNOWLEDGES TO SELLER THAT BUYER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.

15. **NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES:** If for the current ad valorem tax year, the taxable value of the Property is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the land is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent year, and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

16. **TENANTS:** Seller must relocate any tenants of the Property at its sole cost, expense, and liability prior to Closing.

17. **EFFECTIVE DATE:** The "Effective Date" of this Contract shall be the date an original of this Contract (or original counterparts of this Contract) are executed by both Seller and Buyer.

18. **WAIVER OF JURY TRIAL:** EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the Effective Date.

BUYER:

THE OWL ICEHOUSE, LLC

By: _____

Name:

Title:

Email:

Date: _____, 2025

Address:

110 E. Louisiana Street
McKinney, TX 75069

SELLER:

CITY OF GARLAND, TEXAS

By: _____

Name: Judson Rex

Title: City Manager

Date: _____, 2025

Address:

PO Box 469002
Garland, Texas
Attention: Jud Rex
jrex@garlandtx.gov

TITLE COMPANY:

Receipt of \$10,000.00 Earnest Money is
acknowledged in the form of

MUTUAL TITLE COMPANY

By: _____

Name: _____

Title: _____

Date Signed: _____, 20__

EXHIBITS:

- Exhibit "A" - Disposition and Development Agreement
- Exhibit "B" - Special Warranty Deed

EXHIBIT “B”
(DEED)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

SPECIAL WARRANTY DEED

That **CITY OF GARLAND, TEXAS**, a Texas home-rule municipality (“Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor by THE OWL ICEHOUSE, LLC, a Texas limited liability company (“Grantee”), whose address is 110 E. Louisiana Street, McKinney, TX 75069, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, all of the real property in Dallas County, Texas, which is more particularly described on **Exhibit “A”** attached hereto and made a part hereof for all purposes, together with all right, title and interest of Seller, if any, in and to (i) any and all improvements and buildings owned by Seller located on such Property (if any), (ii) any and all singular rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining to the Property, including, without limitation, any right, title and interest of Seller in and to adjacent public roadways or public alleys, rights of ingress and egress and any reversionary interests thereto, and (iii) strips and gores between the Property and abutting properties., (collectively, “Property”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee’s successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof, by, through or under Grantor, but not otherwise.

Effective as of the ____ day of _____, 2025.

GRANTOR:

CITY OF GARLAND, TEXAS

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT:

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State aforesaid, on this day personally appeared **Scott LeMay**, known to me to be the person whose name is subscribed to the foregoing instrument for and as mayor of **CITY OF GARLAND, TEXAS**; and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

Notary Public in and for Dallas County, Texas

EXHIBIT "A" TO DEED
(Legal Description)

Being Lot 1, Block 1, of Jones Downtown Addition, an Addition to the City of Garland, Texas, according to the plat thereof recorded in County Clerk Instrument No. 201300301208, of the Official Public Records of Dallas County, Texas.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

6.

Meeting Date: 03/04/2025
Title: School Street Alley Petition Project
Submitted By: Michael Polocek, Engineering Director
Strategic Focus Area: Well-Maintained City Infrastructure
Vibrant Neighborhoods and
Commercial Centers
Customer-Focused City Services

Issue/Summary

Council is requested to consider by Minute Action, a Determination of Necessity for authorizing the improvements to the School Street Alley Petition project and order a Public Hearing for the Levying of Assessments for the School Street Alley Petition project.

Background

Three residential property owners along School Street applied and initiated the School Street Alley Improvement Project, through the circulation of a petition. Pursuant to the Code of Ordinances Section 31.75, fifty-one (51%) percent of the property owners or owners of at least fifty-one (51%) percent of the abutting frontage must sign the petition in order for staff to present the project to Council for consideration. All three (3) owners (100%) signed the petition. See Attachment "B".

A Determination of Necessity is required, whereby Council declares the necessity and authorizes the improvement, initiating the project and leading to levying of paving assessments. The determination does not obligate the City to any further action. Final action and assessments will be determined at the close of the public hearing on March 18, 2025. Notices have been published and mailed pursuant to the Texas Transportation Code for the public hearing to be held March 18, 2025.

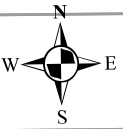
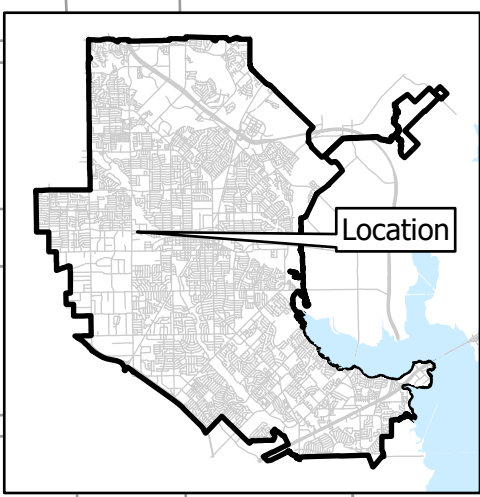
A CIP Budget Amendment will be brought forward to City Council for consideration at a later date to formally appropriate \$200,000 for the Petition Alley Program anticipated to be expended in 2025. Interest Earnings will be used to fund the project in 2025 if approved.

Consideration / Recommendation

By Minute Action, City Council hereby issues a Determination of Necessity for authorizing the improvements to the School Street Alley Petition project behind the addresses located at 401, 405 & 409 School Street and order a Public Hearing, including a Resolution for the Levying of Assessments, for the March 18, 2025 Regular Session. This item was considered by Council at the March 3, 2025 Work Session.

Attachments

School Street Location Map
Alley Petition



CLARA BARTON BLVD

WALNUT ST

SHILOH RD

409 SCHOOL ST

405 SCHOOL ST

401 SCHOOL ST

SCHOOL ST

COLLEGE AVE

JARRELL CIR

Parcels
Project Location

SCHOOL STREET ALLEY LOCATION MAP

Scale: NTS
Date: 02/04/2025
Drawn: OS
File: School Street Alley
Location Map



SCHOOL STREET ALLEY PETITION

Signature of property owners only:

<u>Monalisa A. Matta</u> Signature	<u>Monalisa Matta</u> Name (Type or Print)	<u>401 School St.</u> Address	<u>80</u> Frontage	<u>\$10,224.00</u> *Prelim. Assessment
<u>Julio Quiroz</u> Signature	<u>Julio Quiroz</u> Name (Type or Print)	<u>405 School St.</u> Address	<u>62.5</u> Frontage	<u>\$7,987.00</u> *Prelim. Assessment
<u>Yesenia Morales</u> Signature	<u>Yesenia Morales</u> Name (Type or Print)	<u>409 School St.</u> Address	<u>62.5</u> Frontage	<u>\$7,987.00</u> *Prelim. Assessment
Total Assessments:			\$26,198.00	

* Final assessment may vary based on actual design and construction costs. Assessment may be paid in full at the end construction OR Property owners opting to pay the assessments described in this Article V in installments shall make said payments in accordance with the following schedule (property owner's share/monthly payments): (1) \$2,000.00-\$2,999.99: 36 equal monthly payments; (2) \$3,000.00-\$3,999.99: 48 equal monthly payments; (3) \$4,000.00 or more: 60 equal monthly payments. (Ordinance 7052, sec. 16, adopted



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

7.

Meeting Date: 03/04/2025
Title: Neighborhood Vitality Matching Grant Fall 2024 Applications
Submitted By: Laura De La Vega, Sr. Planner
Strategic Focus Area: Vibrant Neighborhoods and
Commercial Centers

Issue/Summary

Authorize the City Manager or his designee to execute a Neighborhood Vitality Participation Agreement with the Fall 2024 Neighborhood Vitality Matching Grant applicant, Oakridge Neighborhood Association.

Background

City Council allocated Neighborhood Vitality Matching Grant funds for Garland neighborhood groups to improve the physical features of their neighborhoods. Projects must provide a public benefit which promotes stronger, safer, and healthier communities. Neighborhood Vitality staff presented the Fall 2024 Matching Grant funding request to the Community Services Committee on January 23, 2025. The committee recommended the funding request be considered by City Council.

City Council considered the funding request at the February 17, 2025, City Council Worksession.

Consideration / Recommendation

Authorize the City Manager or his designee to execute a Neighborhood Vitality Participation Agreement with the Fall 2024 Neighborhood Vitality Matching Grant funding request, as directed by City Council at the February 17, 2025, Work Session.

Attachments

Fall 2024 Matching Grant Funding Request Packet

NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY FOR APPLICATIONS

Neighborhood Association: Oakridge Neighborhood Association

Project Name: Entryway Enhancement, Lighting Improvements, and Irrigation Modifications

Project Location: Laurel Oaks & Beltline, Ridge Oaks & Jupiter, Diamond Oaks & Buckingham, and Big Oaks & Shiloh

Total Project Cost:	\$118,448
Vol. Neighborhood Deduction (\$10,000)	\$108,448
Requesting Amount:	\$100,000 (\$91,336 calculated match, \$8,664 City Contingency)
Neighborhood Match	\$27,112 (\$12,578 Sweat Equity & In-Kind Donations, \$14,534 Cash Contribution)
Match Percentage:	25% after \$10,000

Project Summary:

- Replace portions of the median and corner landscaping with hardscaping at the Laurel Oaks, Ridge Oaks, Diamond Oaks, & Big Oaks entryways.
- Modify the irrigation systems at the above mentioned entryways.
- Expand existing lighting to include colorful LED lights which will replace existing flowers.

Stated Goals:

“1. Improve the entries and medians to give Oakridge a new look that is consistent with current landscape design utilizing hardscape and drought tolerant plants.

2. Install new drip irrigation to reduce water usage.

3. Install new safety/security lighting using LED to reduce electric bill”

Stated Maintenance:

“We are contracted with a landscape service that will maintain the entrances.”

Maps:



Photos:

Laurel Oaks & Beltline Entrance



Ridge Oaks & Jupiter Entrance



Diamond Oaks & Buckingham Entrance



Big Oaks & Shiloh Entrance:



Updates Since Staff Comments on Application:

1. Neighborhood provided requested landscape plans/drawings and plant material list for Parks Department to review.

2. The landscape plan includes hardscaping and softscaping. The neighborhood acknowledges costs associated with installing live plant material will be deducted from the eligible project cost.
3. Staff calculated \$4,006.10 to be associated with the installation of plant material. This brought the total **Project Cost to \$118,448**.
4. Parks Dept. reviewed landscape plan and plant materials list and stated they are good with the plans but shared preferences on certain plant material. Since the live plant material will not be included as an eligible line-item with the Matching Grant application, the neighborhood and Parks Department can work out plant material directly through their maintenance/water usage agreement channels. However, the neighborhood must provide written documentation that Parks did sign off on the plant species they determined to move forward with in order to receive their requested funding.
5. Irrigation modifications include upgrading existing spray sprinkler heads to drip irrigation in addition to capping off irrigation to areas that will become purely hardscaping, and adding new zones for transplanted areas. Irrigation upgrades are listed in the Matching Grant guidelines as ineligible.
6. Neighborhood provided requested visuals of proposed lighting enhancement. The lighting enhancement will include replacing and increasing the existing entryway lighting to color changing LED lighting, allowing the neighborhood to commemorate various holidays through color. New safety lighting is listed in program guidelines as eligible, lighting upgrades are listed as ineligible. Eligibility of this component is to be determined by Community Services Committee and City Council.
7. For sweat equity and in-kind donations, the neighborhood plans to host volunteer work days to offset the cost of bed preparation. They have provided justification for the number of volunteers and volunteer hours, in addition to corroborating costs for equipment usage and professional donated services. This information is outlined in the document provided by the neighborhood, which is labeled Oakridge Cost Calculations.

Staff Comments on Application:

Neighborhood Vitality:

1. Previous comments still apply.
2. Hardscaping is eligible through the Matching Grant, however softscaping or any live plant material is not eligible. If the neighborhood wishes to include softscaping/live plant material, the line item costs will be deducted from the project total and we will need the labor for it's installation as a separate line item.
3. Please provide clarification on the irrigation modification. As listed in the guidelines, irrigation upgrades are not eligible through the Matching Grant.
4. While locations are mapped out, landscape plans/drawings were not provided. Please provide a sketch or rendering of the proposed changes to the medians/entryways, in addition to a list of materials used in the changes.
5. Please provide a visual or example of the lighting proposed to replace flowers.

6. Please expand on the lighting portion of the project. As listed in the guidelines, lighting upgrades are not eligible for the Matching Grant.
7. Since there is a maintenance agreement with the Parks Department for the listed medians, and potentially entryways, their approval is also needed for this project.

Building Inspections:

1. Any new or possible modifications to the sprinkler system may require a permit.
2. Any new electrical installed for lighting will require a permit.

Park Operations:

1. Parks approval is contingent upon the submission of drawings or other visual representations that clearly depict the final product.

Engineering:

The below comments will still apply, with red text signifying the changes from last time.

1. Oakridge Neighborhood Association – Entryway Enhancement, Lighting Improvements and Irrigation Modifications
 - a. Ridge Oak: GIS and Plat attached, plat is No. 1. The road and median is within the ROW, a sewer line is in the center and water line along the north. **Adding boulders, lighting, and crushed granite is acceptable, but the following comments still apply:**
 - i. Any private benches or landscaping within the public ROW would require a License Agreement to be executed with the Engineering Dept. See [Technical Standards Manual](#) Appendix 3D for assistance.
 - ii. Construction within the ROW would require a [ROW Permit](#).
 - iii. Texas811 should be called to locate the public and private / franchise utility lines prior to installation
 - b. Big Oaks & Shiloh: GIS and Plat attached. Plat is No. 7. The improvement area is within the west side parkway of Shiloh Rd and within the ROW. There is a storm drain pipe along the curb line. Adding boulders, lighting, and crushed granite is acceptable, but the following comments still apply:

- i. Any private benches or landscaping within the public ROW would require a License Agreement to be executed with the Engineering Dept. See [Technical Standards Manual](#) Appendix 3D for assistance.
 - ii. Construction within the ROW would require a [ROW Permit](#).
 - iii. Texas811 should be called to locate the public and private / franchise utility lines prior to installation
- c. Laurel/Belt Line: GIS and Plat attached. Plat is No. 2. The area west of Laurel is within the ROW, a water line is on the east of Laurel and south side of Belt Line. Adding boulders, lighting, and crushed granite is acceptable, but the following comments still apply:
 - i. Any private benches or landscaping within the public ROW would require a License Agreement to be executed with the Engineering Dept. See [Technical Standards Manual](#) Appendix 3D for assistance.
 - ii. Construction within the ROW would require a [ROW Permit](#).
 - iii. Texas811 should be called to locate the public and private / franchise utility lines prior to installation
- d. Buckingham & Diamond Oaks: GIS attached and Plat is not attached. Plat is No. 9. The improvement area is near the north side parkway of Buckingham Rd and may be within the ROW. There is a storm drain pipe along the curb line. Adding lighting and crushed granite is acceptable, but the following comments still apply:
 - i. Any private benches or landscaping within the public ROW would require a License Agreement to be executed with the Engineering Dept. See [Technical Standards Manual](#) Appendix 3D for assistance.
 - ii. Construction within the ROW would require a [ROW Permit](#).
 - iii. Texas811 should be called to locate the public and private / franchise utility lines prior to installation

Staff Comments on Letter of Intent:

**Previous Scope for Letter of Intent:*

- *At Laurel Oaks and Ridge Oaks entryway, enhance the median with hardscaping, a bench, and other area beautification.*
- *At the Diamond Oaks alley, replace border between apartment complex and neighborhood.*

Neighborhood Vitality:

- a. Matching Grant applicants are eligible to receive up to \$100,000 within a five-year time frame. If approved, the completion of the current project will mark the beginning of their new five-year cycle.
- b. Line-item estimates must be included with application.
- c. If permits are required, please be sure to include this cost into your estimates as permit fees are not waived for Matching Grant projects.
- d. Oakridge Neighborhood Association received Matching Grant funds in FY2009 for project with a scope including:
 - a. Streetlight upgrades
 - b. Landscaping at entrances and perimeter of neighborhood
 - i. Laurel Oaks and Ridge Oaks are included in these entrances, however based on reimbursement documents, it seems to only include the landscaping adjacent to the perimeter screening wall and not landscaping in the medians.
 - ii. There were no maps/landscaping plans included in the application to verify landscaping locations.
- e. Hardscaping is eligible through the matching grant.
 - a. Please include a landscape plan with materials list and a sketch or rendering of the proposed changes.
 - b. Is there existing irrigation?
 - i. If so, how will the hardscaping impact the existing irrigation?
 - c. If there is an existing watering/maintenance agreement between your neighborhood and COG Parks Dept, all landscaping/hardscaping changes must be approved by Parks and follow their agreement process.
- f. Benches are eligible through Matching Grant
 - a. How many benches will be installed?
 - b. Please provide a map outlining the exact location of the proposed bench(es).
 - c. Please provide an image of the bench(es) that will be installed.
 - d. Benches should be surface mounted on a concrete pad.
 - e. Will the benches be ADA accessible?
- g. Area beautification is vague. Please list out the specific improvements, their locations, and installation methods.
- h. Fences/Screening walls are not eligible through the Matching Grant. Replacing the border between the apartment complex and neighborhood would not be an eligible project.

- i. All projects must comply with applicable City of Garland codes and policies, and applicable federal, state, and local laws. Projects cannot create a public safety hazard or conflict with existing or approved municipal projects. They must also adhere to the comments from the departments below.

Engineering:

- a. Ridge Oak: GIS and Plat attached, plat is No. 1. The road and median is within the ROW, a sewer line is in the center and water line along the north. Adding items to the median should be ok, but would need more information to be sure:
 - a. Any private benches or landscaping within the public ROW would require a License Agreement to be executed with the Engineering Dept. See [Technical Standards Manual](#) Appendix 3D for assistance.
 - b. Construction within the ROW would require a [ROW Permit](#).
 - c. Texas811 should be called to locate the public and private / franchise utility lines prior to installation
 - d.
- b. Laurel/Belt Line: GIS and Plat attached. Plat is No. 2. The area west of Laurel is within the ROW, a water line is on the east of Laurel. Improvements in this area should be ok, but would need more information to be sure:
 - a. Any private benches or landscaping within the public ROW would require a License Agreement to be executed with the Engineering Dept. See [Technical Standards Manual](#) Appendix 3D for assistance.
 - b. Construction within the ROW would require a [ROW Permit](#).
 - c. Texas811 should be called to locate the public and private / franchise utility lines prior to installation.
- c. Diamond Oaks Border Between Apartments and Stoneridge Drive Alley: GIS and Plat attached, plat is No. 5. Existing shrubs and fence are either within the Apartment's property on the north side of the alley or within the Alley ROW. The property owner to the north of the alley is responsible for the maintenance of the fence and shrub north of the alley.
 - a. Modifying existing improvements north of the alley is not allowed without the property owner to the north's permission.
 - b. Confirm whether existing fence is within ROW or on Apartment's property. Preliminary information we received a few years ago show the fence within the apartments property, but not by much. Any improvement cannot encroach into the Alley ROW, therefore, the improvements would have to be placed on the apartment's property with their permission
 - c. More information is needed to determine what the project would entail, is the apartment owner a part of the project or where are the improvements going to be placed.

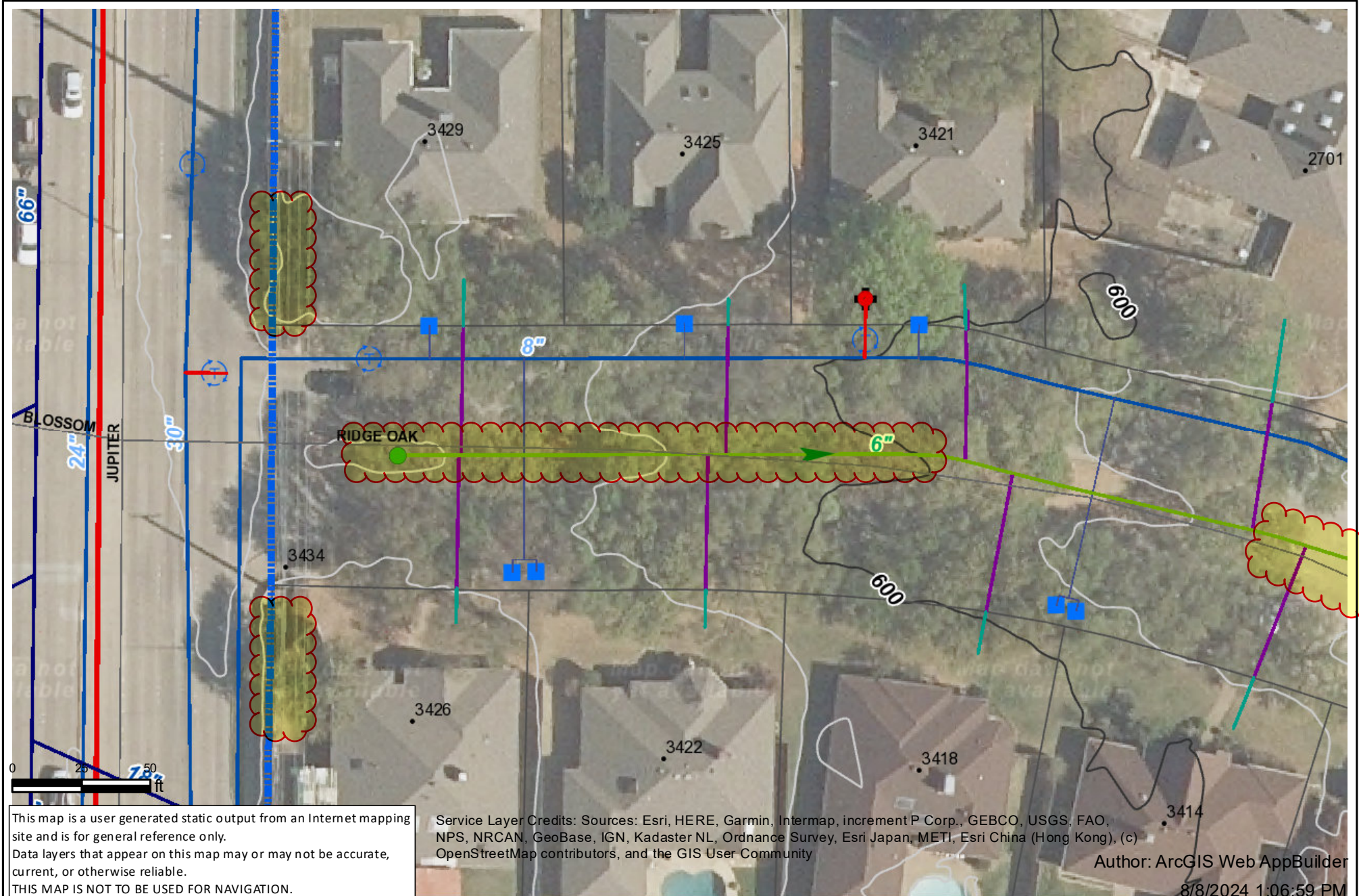
Building Inspections:

The fence replacement may require a permit, but we would need more information.

Parks Operations:

The medians in Ridge Oak Dr. and Laurel Oaks Dr. belong to City of Garland but are maintained by the neighborhood per the agreement signed in 1993 with the Parks Department. Should they wish to make any changes to the landscaping, they will need to submit a landscape plan of their proposed changes. This must include a drawing with a list of materials they plan to use, in addition to representative pictures of what it will look like.

COG GIS Map

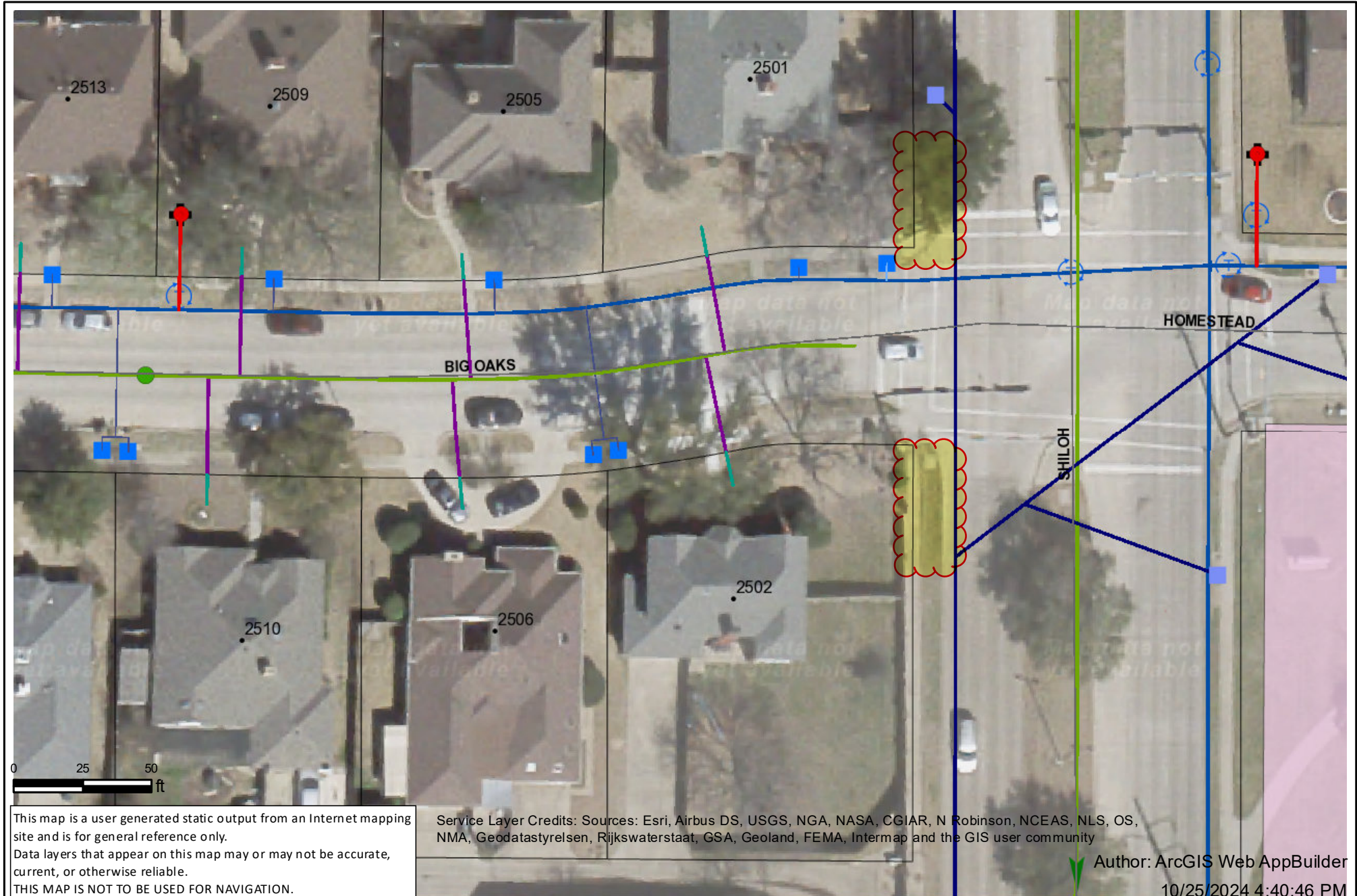


This map is a user generated static output from an Internet mapping site and is for general reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.

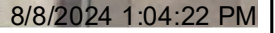
Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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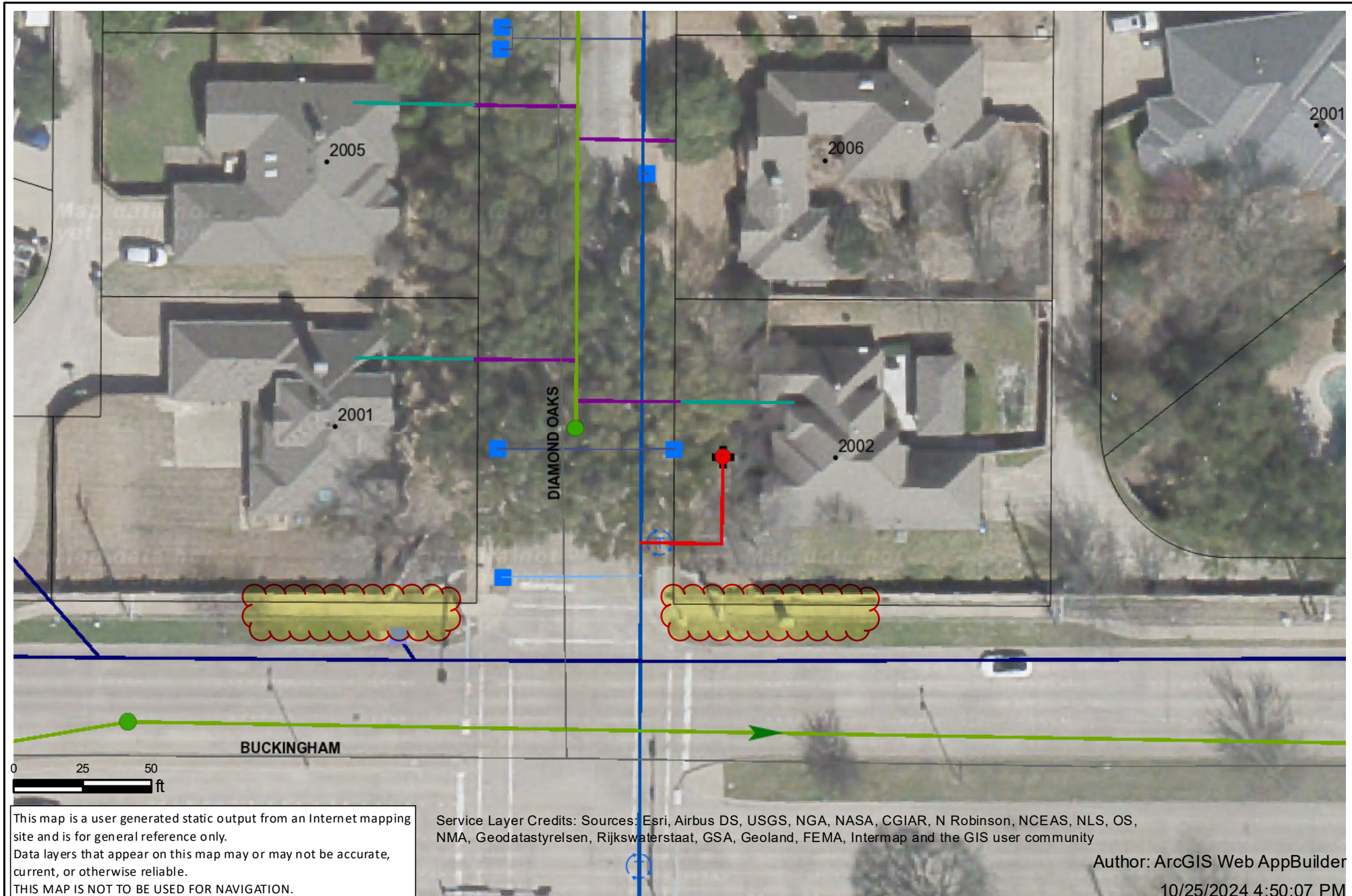
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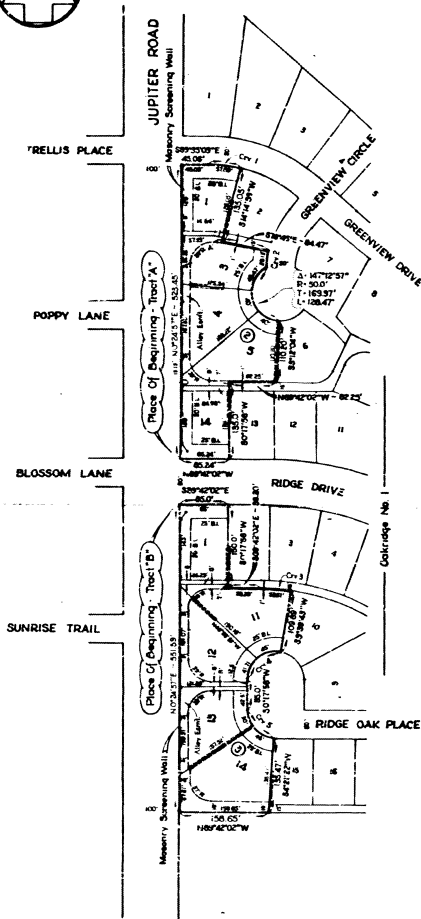
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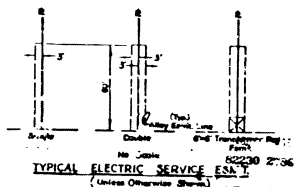


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NOTE:
ALL DIMENSIONS FOR THE PERMANENCE AND/OR COST OF THE REPLACEMENT OF THE MASONRY
FENCING SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

NOT: ALL LINES ARE BASED ON THE PERMANENCE OF THE
STREETS UNLESS OTHERWISE SHOWN BY BEARING.



STATE OF TEXAS
COUNTY OF DALLAS

OWNER'S CERTIFICATE

62230 2763

WHEREAS, OAKRIDGE DEVELOPMENT COMPANY, a partnership, a Texas corporation, is the owner of a tract of land situated in the William Crittenton Survey, Abstract No. 334, and the Left Turner Survey, Abstract No. 1687, City of Garland, Dallas County, Texas, and further being all of Lots 1, 2, 3, 4, 5 and 16, Block 2, and adjoining alley, and Lots 1, 11, 12, 13 and 14, Block 3, and adjoining alley, of Oakridge No. 1, an addition to the City of Garland, Texas, as recorded in Subdiv. 2763, Page 1294 of the Map Records of Dallas County, Texas, and being more particularly shown in two tracts as follows:

TRACT "A"

BEGINNING at the intersection of the East line of Jupiter Road (a 100' R.O.W.), with the North line of Ridge Drive (an 80' R.O.W.), an iron stake for corner;

THENCE N 0° 24' 57" E, along said East line of Jupiter Road, a distance of 123.45 feet to the South line of Greenview Drive (a 50' R.O.W.), an iron stake for corner;

THENCE along said South line of Greenview Drive the following:

S 89° 35' 03" E, a distance of 45.09 feet to the beginning of a curve to the right, having a central angle of 13° 50' 02" and a radius of 239.72 feet, an iron stake for corner;

Around said curve, a distance of 57.08 feet to an iron stake for corner;

THENCE S 14° 16' 54" W, leaving said South line of Greenview Drive, and along the East line of said Lot 1, Block 2, a distance of 135.05 feet to a point on the South line of a 15' Alley, an iron stake for corner;

THENCE S 76° 46' E, along said South line of a 15' Alley, a distance of 84.47 feet to a point on the West line of Greenview Circle (a 50' R.O.W. at this point), an iron stake for corner;

THENCE along said West line of Greenview Circle, the following:

Southerly around a curve to the left having a back tangent bearing of S 10° 32' 10" W, a central angle of 10° 07' 19" and a radius of 159.23 feet, a distance of 28.13 feet to the beginning of a curve to the left, having a back tangent bearing of S 60° 25' 01" W, a central angle of 147° 12' 53" and a radius of 50.0 feet, an iron stake for corner;

Southerly around said curve a distance of 129.47 feet to an iron stake for corner;

THENCE S 3° 12' 04" W, leaving said West line of Greenview Circle, and along the East line of said Lot 1, Block 2, a distance of 110.20 feet to a point on the North line of a 15' Alley, an iron stake for corner;

THENCE N 89° 42' 02" W, along said North line of a 15' Alley, a distance of 82.25 feet to an iron stake for corner;

THENCE S 6° 17' 13" W, leaving said North line of a 15' Alley, and along the East line of said Lot 1, Block 2, a distance of 135.0 feet to a point on the North line of above-mentioned Ridge Drive, an iron stake for corner;

THENCE N 89° 42' 02" W, along said North line of Ridge Drive, a distance of 85.24 feet to the PLACE OF BEGINNING and containing 1.398 acres of land.

TRACT "B"

BEGINNING at the intersection of the East line of Jupiter Road (a 100' R.O.W.), with the South line of Ridge Drive (an 80' R.O.W.), an iron stake for corner;

THENCE S 89° 42' 02" E, along said South line of Ridge Drive, a distance of 85.0 feet to an iron stake for corner;

THENCE S 17° 17' 58" W, leaving said South line of Ridge Drive, and along the East line of said Lot 1, Block 3, a distance of 150.0 feet to a point on the South line of a 15' Alley, an iron stake for corner;

THENCE along said South line of a 15' Alley the following:

S 109° 42' 03" E, a distance of 58.20 feet to the beginning of a curve to the right, having a central angle of 8° 11' 28" and a radius of 375.0 feet, an iron stake for corner;

Around said curve, a distance of 53.61 feet to an iron stake for corner;

THENCE S 9° 30' 43" E, leaving said South line of a 15' Alley and along the East line of said Lot 1, Block 3, a distance of 109.89 feet to a point on the West line of Ridge Oak Place, an iron stake for corner;

THENCE Southerly along said West line of Ridge Oak Place, the following:

Southerly around a curve to the left, having a back tangent bearing of N 80° 20' 17" W, a central angle of 90° 21' 45" and a radius of 50.0, a distance of 86.71 feet to an iron stake for corner;

S 10° 17' 52" W, a distance of 55.0 feet to the beginning of a curve to the left, having a central angle of 25° 56' 37" and a radius of 50.0 feet, an iron stake for corner;

Southerly around said curve, a distance of 75.0 feet to an iron stake for corner;

THENCE S 4° 21' 27" W, leaving said West line of Ridge Oak Place, and along the East line of said Lot 1, Block 3, a distance of 135.47 feet to a point on the South line of above-mentioned Oakridge No. 1, an iron stake for corner;

THENCE N 89° 42' 02" W, along said South line of Oakridge No. 1, a distance of 158.65 feet to a point on the said East line of Jupiter Road, an iron stake for corner;

THENCE N 0° 24' 57" E, along said East line of Jupiter Road, a distance of 151.55 feet to the PLACE OF BEGINNING, and containing 1.736 acres of land.

OWNER

Oakridge Development Company
5080 LBJ Freeway Dallas, Texas 75041

DATE

62230 2767

NOW, THEREFORE, I, DON A. TIPTON, a Notary Public, do hereby certify that:

THAT, OAKRIDGE DEVELOPMENT COMPANY, a partnership, a Texas corporation, does hereby adopt this plat depicting the hereinabove described property as a plat of a portion of Oakridge No. 1, an addition to the City of Garland, Dallas County, Texas, and does hereby dedicate to said City and public use forever the streets and easements shown thereon.

WITNESS MY HAND AT DALLAS, TEXAS, this 11th day of 1982.

OAKRIDGE DEVELOPMENT COMPANY

Notary Development Company, a General Partner
R. H. Bass, President

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public, for the State of Texas, on this day personally appeared R. H. Bass, President of OAKRIDGE DEVELOPMENT COMPANY, a General Partner for OAKRIDGE DEVELOPMENT COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of 1982.

Notary Public, Dallas County, Texas

SUBMITTER'S CERTIFICATE

THAT I, DON A. TIPTON, do hereby certify that I have reviewed this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Garland, Texas.

DATED this 11th day of 1982.

DON A. TIPTON, Registered Public Surveyor

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public, for the State of Texas, on this day personally appeared DON A. TIPTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of 1982.

Notary Public, Dallas County, Texas

APPROVED AND ACCEPTED for the City of Garland, Texas, on this 11th day of 1982, by the City Planning Commission:

City Seal
CITY CLERK
CITY PLANNING COMMISSION

THE APPROVAL OF THIS PLAT IS CONTINGENT UPON THE PLAT BEING FILED WITH THE CLERK OF DALLAS COUNTY, TEXAS, WITHIN TWELVE (12) MONTHS FROM THE ABOVE DATE.

REPLAT

OF A PART OF OAKRIDGE NO. 1					
WILLIAM CRITTENTON SURVEY			ABSTRACT NO. 334		
LEFT TURNER SURVEY			ABSTRACT NO. 1687		
GARLAND, DALLAS COUNTY, TEXAS					
Don A. Tipton, L.S.			Locating Engineers		
13600 LBJ Freeway			Garland, Texas 75041		
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE
dat. inc	48	Sept 23, 1982	1"=100'	ub	Garland Surveys

Low



51004 3272

51004 3273

51004 3274

51004 3275

51004 3276

51004 3277

51004 3278

51004 3279

51004 3280

51004 3281

51004 3282

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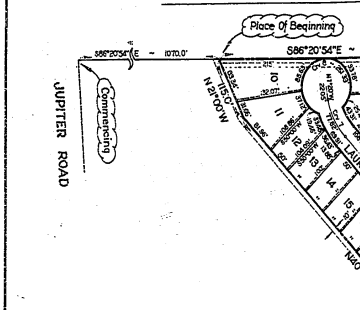
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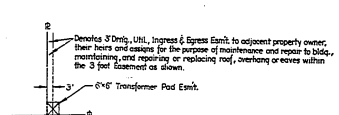
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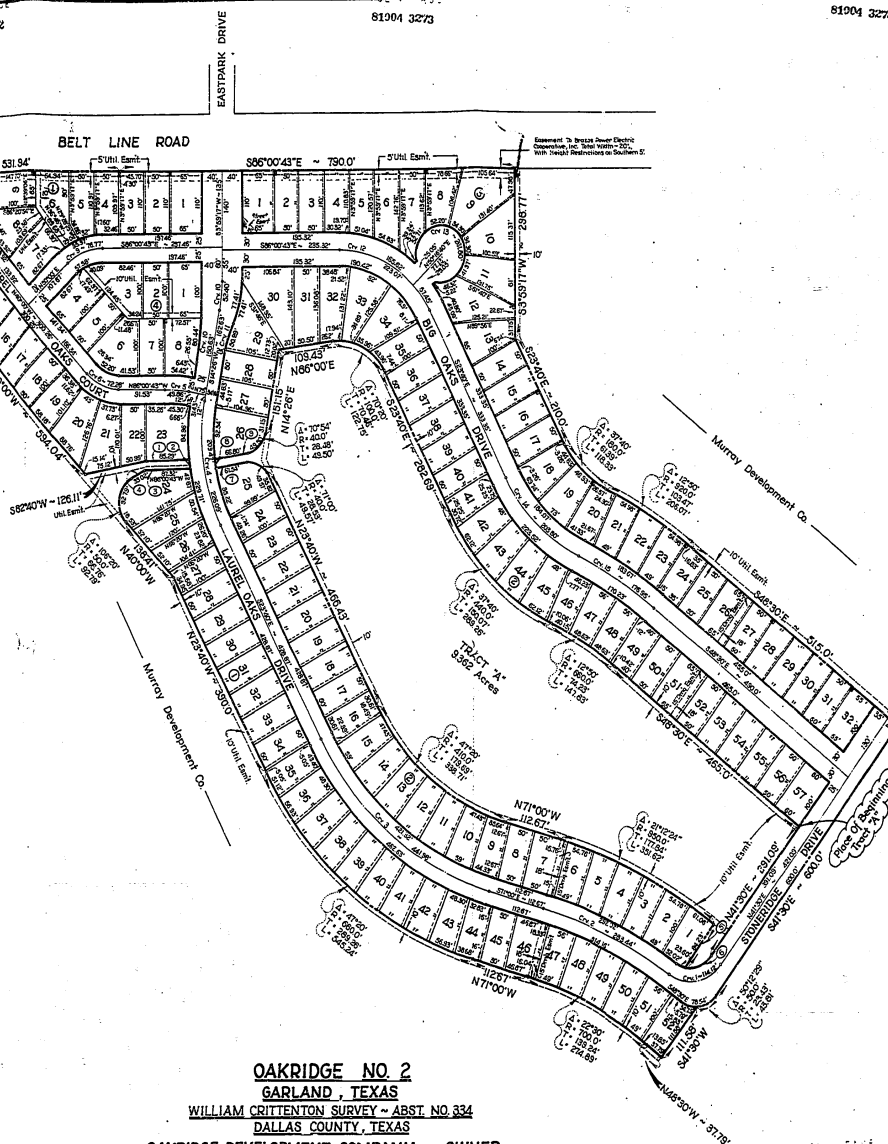
CURVE DATA									
No.	Station	Angle	Radius	Chord	Area	No.	Station	Angle	Radius
1	1+00.00	90°00'00"	50.00	50.00	785.40	11	11+00.00	90°00'00"	50.00
2	1+50.00	90°00'00"	50.00	50.00	785.40	12	11+50.00	90°00'00"	50.00
3	2+00.00	90°00'00"	50.00	50.00	785.40	13	12+00.00	90°00'00"	50.00
4	2+50.00	90°00'00"	50.00	50.00	785.40	14	12+50.00	90°00'00"	50.00
5	3+00.00	90°00'00"	50.00	50.00	785.40	15	13+00.00	90°00'00"	50.00
6	3+50.00	90°00'00"	50.00	50.00	785.40	16	13+50.00	90°00'00"	50.00
7	4+00.00	90°00'00"	50.00	50.00	785.40	17	14+00.00	90°00'00"	50.00
8	4+50.00	90°00'00"	50.00	50.00	785.40	18	14+50.00	90°00'00"	50.00
9	5+00.00	90°00'00"	50.00	50.00	785.40	19	15+00.00	90°00'00"	50.00
10	5+50.00	90°00'00"	50.00	50.00	785.40	20	15+50.00	90°00'00"	50.00

- 1. 100°00'00" R=50.00
- 2. 100°00'00" R=50.00
- 3. 100°00'00" R=50.00
- 4. 100°00'00" R=50.00
- 5. 100°00'00" R=50.00
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- 11. 100°00'00" R=50.00
- 12. 100°00'00" R=50.00
- 13. 100°00'00" R=50.00
- 14. 100°00'00" R=50.00
- 15. 100°00'00" R=50.00
- 16. 100°00'00" R=50.00
- 17. 100°00'00" R=50.00
- 18. 100°00'00" R=50.00
- 19. 100°00'00" R=50.00
- 20. 100°00'00" R=50.00

Note: All lot lines are radial or perpendicular to the streets unless otherwise noted by bearing.



100 Records In File
51004 3276



OAKRIDGE NO. 2 GARLAND, TEXAS

WILLIAM CRITTENTON SURVEY - ABST. NO. 334
DALLAS COUNTY, TEXAS

OAKRIDGE DEVELOPMENT COMPANY - OWNER
4580 L.B.J. Freeway
Dallas, Texas 75240

DON A. TIPTON, INC. CONSULTING ENGINEERS
13600 L.B.J. Freeway
Garland, Texas 75041

Scale 1"=100'

June 18, 1980

APPROVED AND ACCEPTED FOR THE CITY OF GARLAND, TEXAS, this 25th day of JUNE 1980, by the City Plan Commission, the City of Garland, Texas.

The approval of this plat is subject to the City of Garland, Texas, the County of Dallas County, Texas, and the State of Texas.

STATE OF TEXAS
COUNTY OF DALLAS

WITNESSES, OAKRIDGE DEVELOPMENT COMPANY, a Texas General Partnership, the owner of a tract of land situated in the Williams Crittenton Survey, Abstract No. 334, City of Garland, Dallas County, Texas, and being more particularly described as follows:

CONVEYING to the intersection of the South line of Belt Line Road, and the East line of Jupiter Road, an iron stake for corner:

THENCE, S. 84°20'54"E, along said South line of Belt Line Road, a distance of 1070.0 feet to the PLACE OF BEGINNING, an iron stake for corner:

THENCE, continuing along said South line of Belt Line Road the following:
S. 84°20'54"E, a distance of 521.34 feet to an iron stake for corner;

S. 84°20'54"E, a distance of 790.0 feet to an iron stake for corner;

THENCE, S. 84°20'54"E, along said South line of Belt Line Road, a distance of 298.77 feet to an iron stake for corner;

THENCE, S. 27°48'19", a distance of 110.0 feet to the beginning of a curve to the left, having a central angle of 37°40' and a radius of 180.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 136.33 feet to the beginning of a curve to the right, having a central angle of 15°50' and a radius of 100.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 206.07 feet to an iron stake for corner;

THENCE, S. 49°30'12", a distance of 115.0 feet to an iron stake for corner;

THENCE, S. 41°30'10", a distance of 600.0 feet to the beginning of a curve to the right, having a central angle of 50°12'29" and a radius of 50.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 43.81 feet to an iron stake for corner;

THENCE, S. 41°30'10", a distance of 111.58 feet to an iron stake for corner;

THENCE, S. 49°30'12", a distance of 37.79 feet to the beginning of a curve to the left, having a central angle of 23°30' and a radius of 700.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 274.89 feet to an iron stake for corner;

THENCE, S. 12°00'00", a distance of 112.07 feet to the beginning of a curve to the right, having a central angle of 47°20' and a radius of 660.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 545.24 feet to an iron stake for corner;

THENCE, in a southeasterly direction and around said curve, a distance of 545.24 feet to end of said curve, a point for corner;

THENCE, S. 71°00'00", a distance of 112.07 feet to the beginning of a curve to the right having a central angle of 27°30' and a radius of 700.0 feet, a point for corner;

THENCE, in a southeasterly direction and around said curve, a distance of 274.89 feet to end of said curve, a point for corner;

THENCE, S. 49°30'12", a distance of 37.79 feet to a point for corner;

THENCE, S. 49°30'12", a distance of 111.58 feet to the beginning of a curve to the left having a central angle of 50°12'29" and a radius of 50.0 feet, a point for corner;

THENCE, around said curve, a distance of 43.81 feet to a point for corner;

THENCE, S. 41°30'10", a distance of 360.0 feet to a point for corner;

THENCE, S. 49°30'12", a distance of 50.0 feet to the PLACE OF BEGINNING, an iron stake for corner;

THENCE, S. 41°30'10", a distance of 201.09 feet to the beginning of a curve to the right having a central angle of 60°00'00" and a radius of 50.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 52.48 feet to an iron stake for corner;

THENCE, S. 49°30'12", a distance of 112.07 feet to the beginning of a curve to the left, having a central angle of 21°12'24" and a radius of 900.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 111.58 feet to an iron stake for corner;

THENCE, S. 71°00'00", a distance of 112.07 feet to the beginning of a curve to the right, having a central angle of 47°20' and a radius of 660.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 545.24 feet to an iron stake for corner;

THENCE, in a southeasterly direction and around said curve, a distance of 545.24 feet to end of said curve, a point for corner;

THENCE, S. 71°00'00", a distance of 112.07 feet to the beginning of a curve to the left, having a central angle of 27°30' and a radius of 700.0 feet, a point for corner;

THENCE, in a southeasterly direction and around said curve, a distance of 274.89 feet to end of said curve, a point for corner;

THENCE, S. 49°30'12", a distance of 37.79 feet to a point for corner;

THENCE, S. 49°30'12", a distance of 111.58 feet to the beginning of a curve to the left having a central angle of 50°12'29" and a radius of 50.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 43.81 feet to a point for corner;

THENCE, S. 41°30'10", a distance of 360.0 feet to a point for corner;

THENCE, S. 49°30'12", a distance of 50.0 feet to the PLACE OF BEGINNING, an iron stake for corner;

THENCE, S. 41°30'10", a distance of 201.09 feet to the beginning of a curve to the right having a central angle of 60°00'00" and a radius of 50.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 52.48 feet to an iron stake for corner;

THENCE, S. 49°30'12", a distance of 112.07 feet to the beginning of a curve to the left, having a central angle of 21°12'24" and a radius of 900.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 111.58 feet to an iron stake for corner;

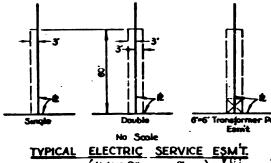
THENCE, S. 71°00'00", a distance of 112.07 feet to the beginning of a curve to the right, having a central angle of 47°20' and a radius of 660.0 feet, an iron stake for corner;

Lot No.	Min. Full Elevation	Min. Finish Floor
1	576.90	577.50
2	576.90	577.50
3	576.90	577.50
4	576.90	577.50
5	576.90	577.50
6	576.90	577.50
7	576.90	577.50
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90	576.90	577.50
91	576.90	577.50
92	576.90	577.50
93	576.90	577.50
94	576.90	577.50
95	576.90	577.50
96	576.90	577.50
97	576.90	577.50
98	576.90	577.50
99	576.90	577.50
100	576.90	577.50

Lot No.	Min. Full Elevation	Min. Finish Floor
12	576.90	577.50
13	576.90	577.50
14	576.90	577.50
15	576.90	577.50
16	576.90	577.50
17	576.90	577.50
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88	576.90	577.50
89	576.90	577.50
90	576.90	577.50
91	576.90	577.50
92	576.90	577.50
93	576.90	577.50
94	576.90	577.50
95	576.90	577.50
96	576.90	577.50
97	576.90	577.50
98	576.90	577.50
99	576.90	577.50
100	576.90	577.50

OAKRIDGE NO. 7
GARLAND, TEXAS
 WILLIAM CRITTENTON SURVEY-ABST. NO. 334
 LEVI TURNER SURVEY-ABST. NO. 1487
 DALLAS COUNTY, TEXAS

OAKRIDGE DEVELOPMENT COMPANY - OWNER
 3550 I.B.J. Freeway
 Dallas, Texas 75240
DON A. TIPTON, INC. - CONSULTING ENGINEERS
 13400 I.B.J. Freeway
 Garland, Texas 75041
 Scale: 1"=100'
 March 21, 1983



96 Lots Formed in Vol. 83-12 4-63

96 Lots Formed in Vol. 83-12 4-63

96 Lots Formed in Vol. 83-12 4-63

96 Lots Formed in Vol. 83-12 4-63

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96 Lots Formed in Vol. 83-12 4-63

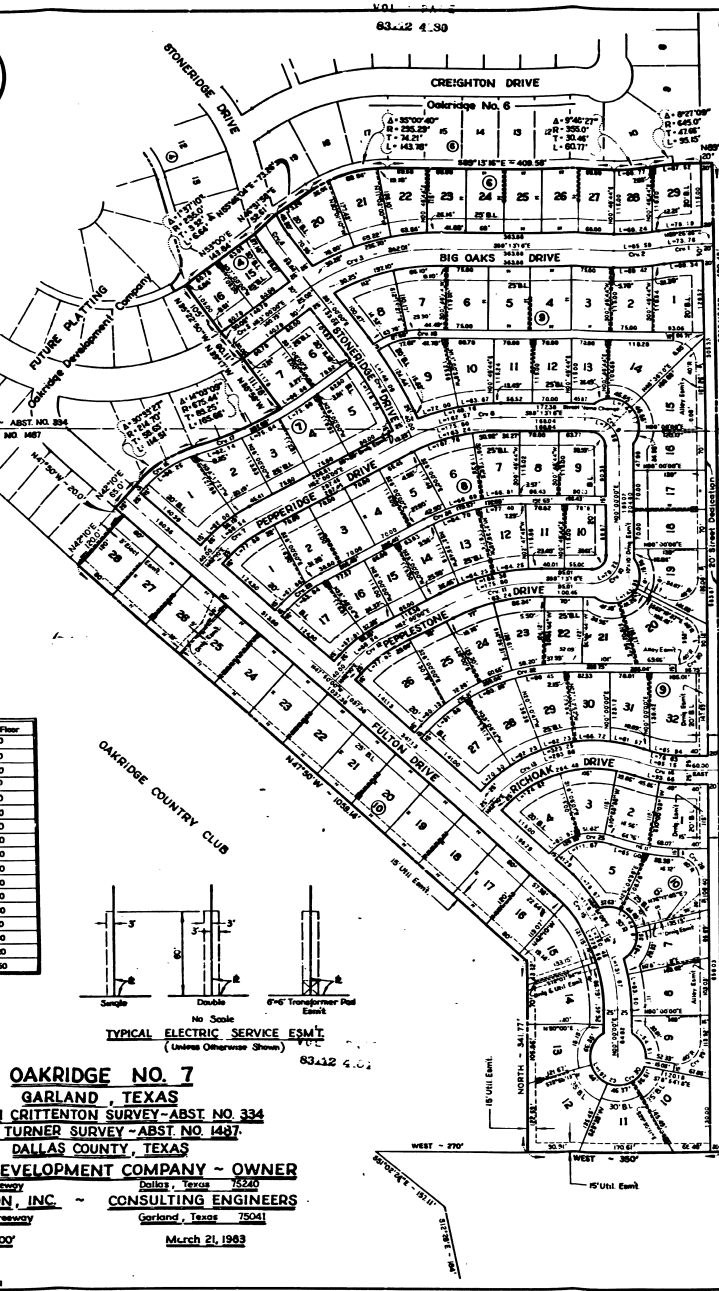
96 Lots Formed in Vol. 83-12 4-63

96 Lots Formed in Vol. 83-12 4-63

96 Lots Formed in Vol. 83-12 4-63

96 Lots Formed in Vol. 83-12 4-63

96 Lots Formed in Vol. 83-12 4-63



OWNER'S CERTIFICATE

WHEREAS OAKRIDGE DEVELOPMENT COMPANY, a Partnership, a Texas Corporation, is the owner of a tract of land situated in the William Crittenton Survey, Abstract No. 334, and the Levi Turner Survey, Abstract No. 1487, City of Garland, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point on the West line of Shiloh Road (an 80' R.O.W. at this point), said point being the Southeast corner of Oakridge No. 6, an addition to the City of Garland, Texas, an iron stake for corner;

THENCE, along said West line of Shiloh Road, the following:

S 0° 34' 34" E, a distance of 480.43 feet to an iron stake for corner;

South, a distance of 1290.0 feet to an iron stake for corner;

THENCE West leaving said West line of Shiloh Road, a distance of 350.0 feet to an iron stake for corner;

THENCE North a distance of 341.77 feet to an iron stake for corner;

THENCE N 47° 00' 00" E, a distance of 109.14 feet to an iron stake for corner;

THENCE N 47° 00' 00" E, a distance of 120.0 feet to an iron stake for corner;

THENCE N 47° 00' 00" E, a distance of 45.0 feet to an iron stake for corner;

THENCE N 42° 10' 10" E, a distance of 65.0 feet to the beginning of a curve to the right, having a central angle of 30° 33' 27", and a radius of 214.70 feet, an iron stake for corner;

THENCE, around said curve, a distance of 114.51 feet to the beginning of a curve to the left, having a central angle of 14° 03' 09", and a radius of 675.44 feet, an iron stake for corner;

THENCE around said curve, a distance of 165.66 feet to an iron stake for corner;

THENCE N 35° 58' 10" E, a distance of 111.78 feet to an iron stake for corner;

THENCE N 39° 17' 10" E, a distance of 60.11 feet to an iron stake for corner;

THENCE N 35° 22' 50" E, a distance of 105.0 feet to a point on the Southerly line of above mentioned Oakridge No. 6, an iron stake for corner;

THENCE along said Southerly line of Oakridge No. 6, the following:

Around a curve to the left, having a back tangent of N 54° 37' 10" E, a central angle of 1° 37' 10", and a radius of 235.0 feet, a distance of 6.64 feet to an iron stake for corner;

N 53° 00' 00" E, a distance of 143.84 feet to an iron stake for corner;

N 46° 31' 58" E, a distance of 52.81 feet to an iron stake for corner;

N 55° 46' 04" E, a distance of 73.26 feet to the beginning of a curve to the right, having a central angle of 35° 00' 40", and a radius of 235.29 feet, an iron stake for corner;

Around said curve, a distance of 143.78 feet to an iron stake for corner;

S 89° 13' 16" E, a distance of 409.58 feet to the beginning of a curve to the left, having a central angle of 9° 48' 27", and a radius of 355.0 feet, an iron stake for corner;

Around said curve, a distance of 60.77 feet to the beginning of a curve to the right having a central angle of 8° 27' 09", and a radius of 445.0 feet, an iron stake for corner;

Around said curve, a distance of 95.15 feet to an iron stake for corner;

N 89° 25' 26" E, a distance of 20.0 feet to the PLACE OF BEGINNING and containing 29.618 acres of land.

AND, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, OAKRIDGE DEVELOPMENT COMPANY, a Partnership, a Texas Corporation, does hereby adopt this plat designating the hereinabove described property as OAKRIDGE NO. 7, an addition to the City of Garland, Dallas County, Texas, and does hereby dedicate to the City and public use forever the streets and easements shown thereon.

WITNESS MY HAND AT DALLAS, TEXAS, this the 21st day of March, 1983.

NOTARY PUBLIC
 STATE OF TEXAS
 COUNTY OF DALLAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DON A. TIPTON, do hereby certify that I have prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Garland, Texas.

DATED this 21st day of March, 1983.

DON A. TIPTON, Registered Professional Surveyor
 13400 I.B.J. Freeway
 Dallas, Texas 75041

STATE OF TEXAS
 COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared DON A. TIPTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL, this the 21st day of March, 1983.

APPROVED AND ACCEPTED for the City of Garland, Texas, on this the 21st day of March, 1983, by the City Planning Commission for the City of Garland, Texas.

CITY SECRETARY
 [Signature]
 CITY SECRETARY

The approval of this plat is contingent upon the plat being filed with the County Clerk of Dallas County, Texas within twelve (12) months from the above date.

Texas Electrical Contractors License 37752

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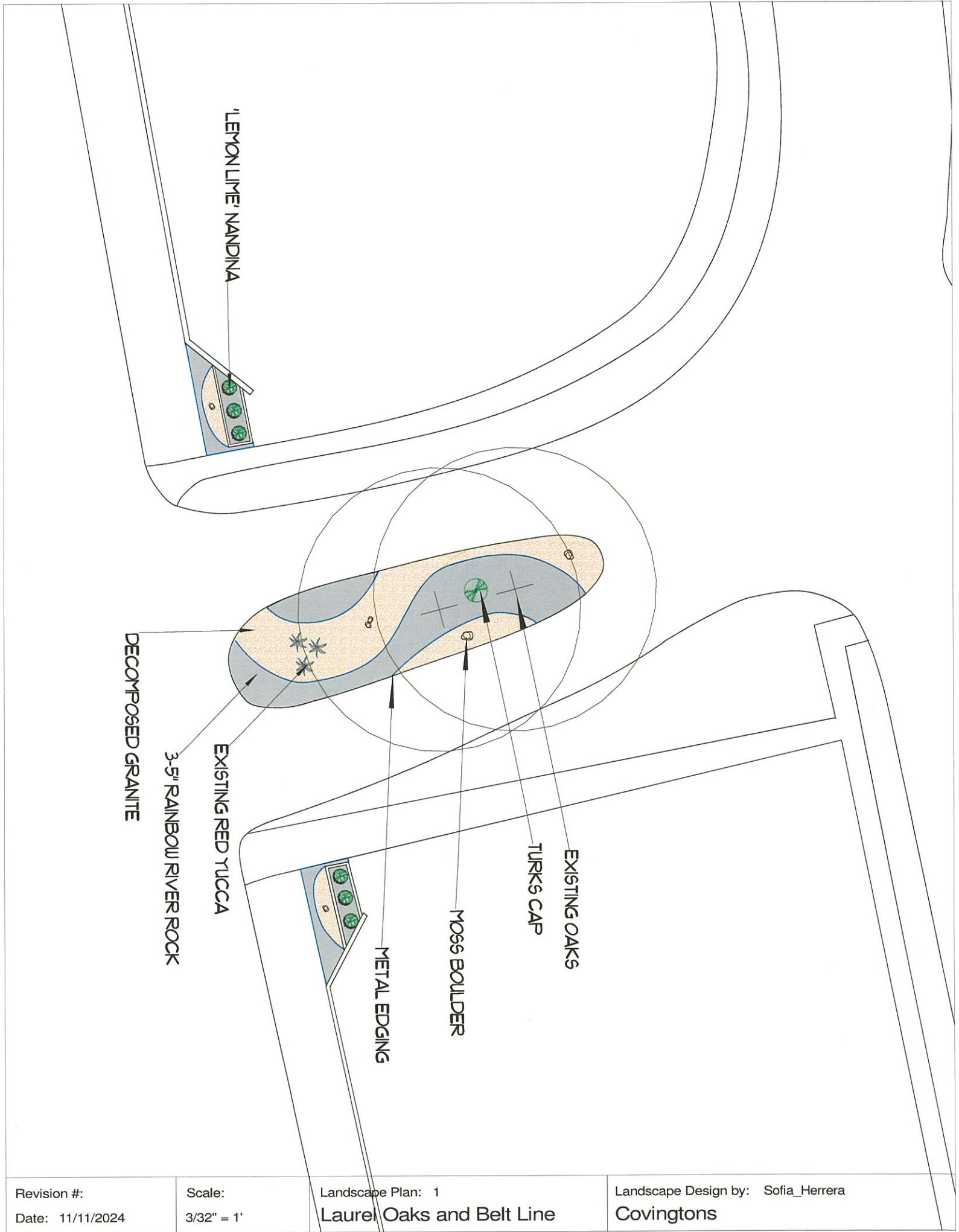
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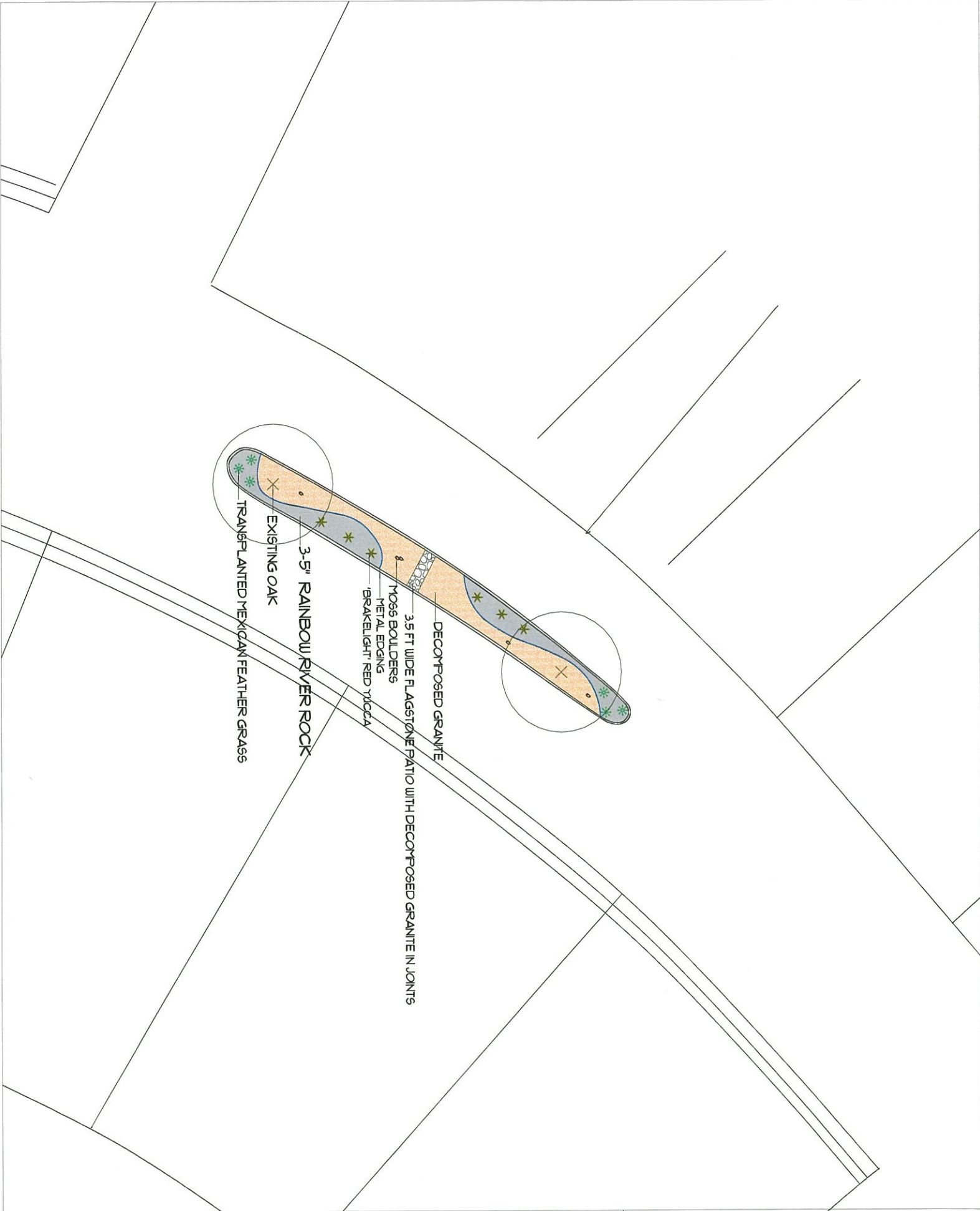


Revision #:
Date: 11/11/2024

Scale:
3/32" = 1'

Landscape Plan: 1
Laurel Oaks and Belt Line

Landscape Design by: Sofia_Herrera
Covingtons

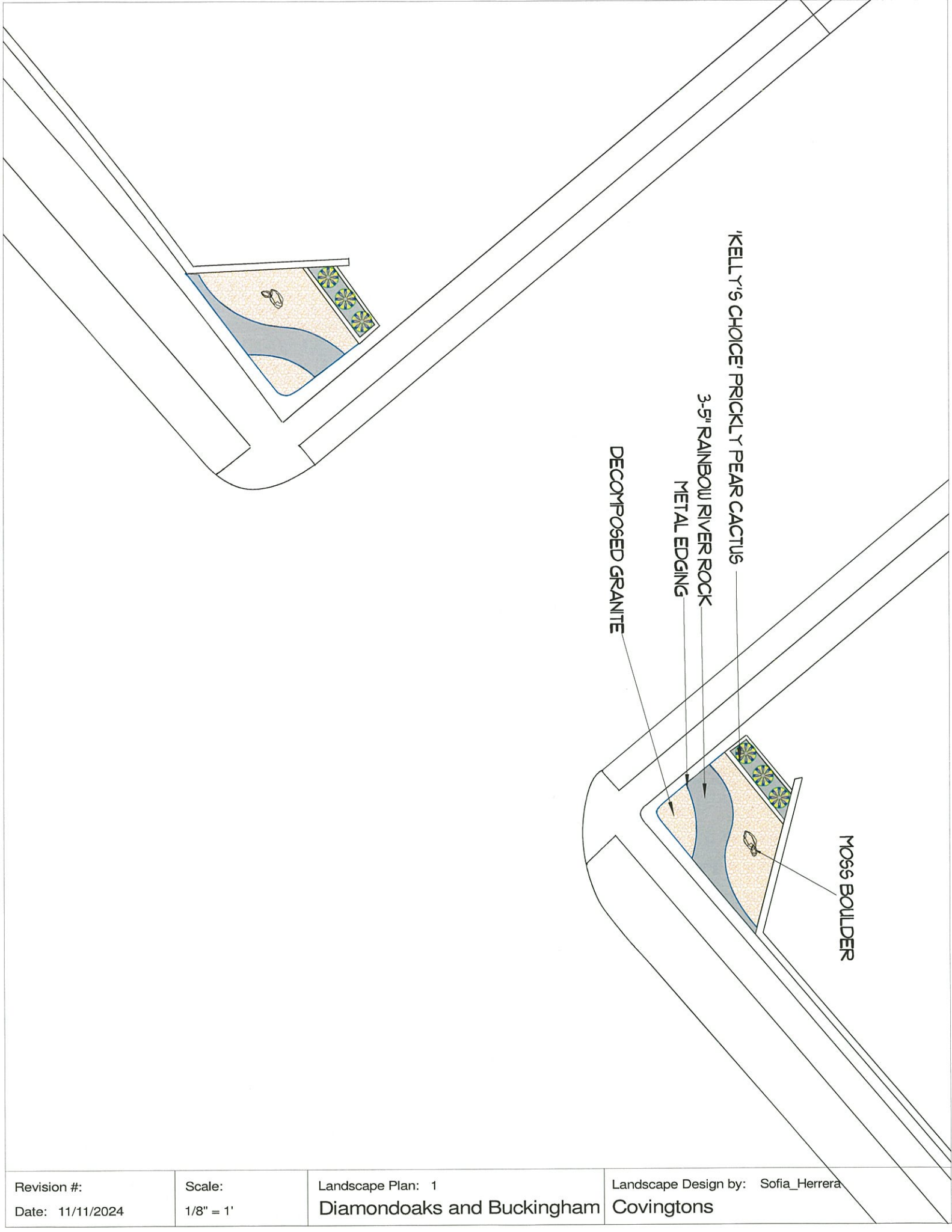


Revision #: 1
Date: 11/11/2024

Scale:
1/16" = 1'

Landscape Plan: 2
Jupiter and Ridge Oak

Landscape Design by: Sofia_Herrera
Covingtons



'KELLY'S CHOICE' PRICKLY PEAR CACTUS

3-5" RAINBOW RIVER ROCK

METAL EDGING

DECOMPOSED GRANITE

MOSS BOULDER

Revision #:

Date: 11/11/2024

Scale:

1/8" = 1'

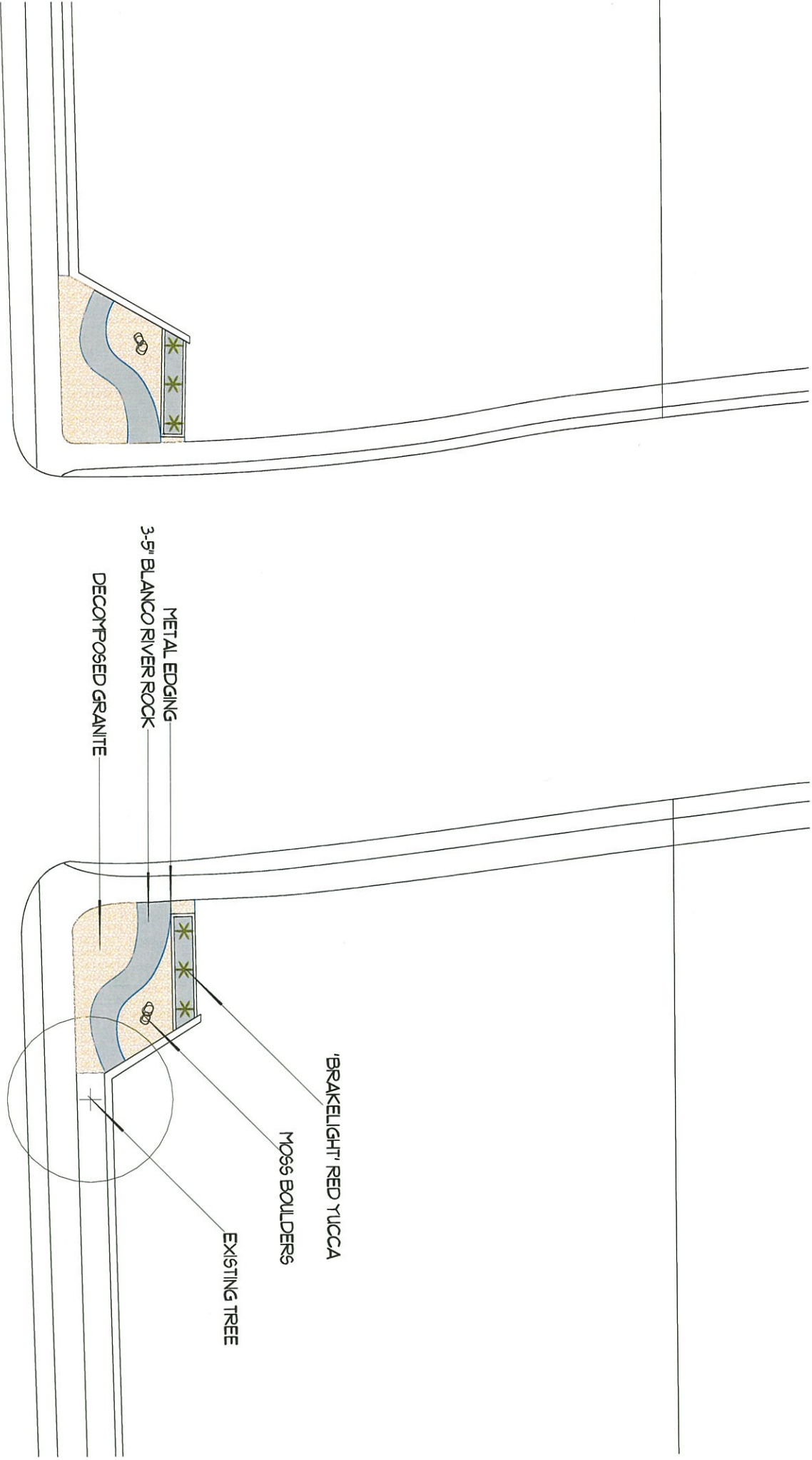
Landscape Plan: 1

Diamondoaks and Buckingham

Landscape Design by: Sofia_Herrera

Covingtons

Revision #:	Scale:	Landscape Plan: 1	Landscape Design by: Sofia_Herrera
Date: 11/11/2024	3/32" = 1'	Big Oaks and Shiloh	Covingtons



Oakridge Cost Calculations

Vitality Grant Funding Summary – Project Summary

IN KIND DONATIONS:

Professional Services: \$4000

1. Lighting Installation

Equipment: \$1618

1. \$785 for use of Trailer
2. \$503 for use of Pressure Washer
3. \$330 for use of Power Pruner

Sweat Equity: \$6960

1. 29 hours of service by 20 volunteers – 580 total hours to complete at 4 main entries
 - a. Power Wash brick walls, raised beds and signage at entries
 - b. General Cleanup of grass areas that will stay at the entries
 - c. Treat areas for pests
 - d. Treat with Weed Killer
 - e. Prune tree branches and seal
 - f. Remove existing plants from raised beds
 - g. Run and bury 12-volt electrical cable
 - h. Bring debris to the bulky trash location (8 trips)

In Kind Contribution Total: \$4000+\$1618+6960 = \$12578 (maximum can be \$12,500)

TOTAL PROJECT COST:

\$97,782.49 Landscaping Covington (does not include plants)

\$15,828.00 Irrigation JCS Irrigation (assumes Option 1 – remove popups at Laurel Oaks)

\$6120.00 Lighting

\$871.00 Consumable Supplies

\$120,601.49 Projected Costs for Vitality Grant

(\$10,000.00) City of Garland reduction for Neighborhood Association Status

\$110,601.49 Subtotal of Allowed Expenses

(\$100,000) Grant Application Cap

\$10,601.49 Overage Amount

\$25,000 ONA Match Requirement (25% for \$100,000 Grant Cap)

\$1,853.60 Plants from Covington

\$37,455.09 Total ONA funding needed

(\$12,500) In Kind Donations

\$24,955.09 ONA Cash Contribution Required



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

8. a.

Meeting Date: 03/04/2025

Title: Z 24-40 Yesenia Morales (District 8)

Submitted By: Nabila Nur, Planning and Development Director

Issue/Summary

Zoning Ordinance Z 24-40 Yesenia Morales

Background

Zoning Case Z 24-40 was approved via public hearing during the February 18, 2025 Regular City Council meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

Z 24-40 Ordinance

Z 24-40 Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) A CHANGE IN ZONING FROM COMMUNITY RETAIL (CR) DISTRICT TO SINGLE-FAMILY-5 (SF-5) DISTRICT ON A 0.197-ACRE TRACT OF LAND LOCATED AT 409 SCHOOL STREET; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A 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 27th day of January 2025, the Plan Commission did consider and make recommendations on a certain request for (1) A change in zoning from Community Retail (CR) District to Single-Family-5 (SF-5) District by **Yesenia Morales**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving (1) A change in zoning from Community Retail (CR) District to Single-Family-5 (SF-5) District on a 0.197-acre tract of land located at 409 School Street and being more particularly described in "Exhibit A," attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in 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 24-40

PASSED AND APPROVED this_____ day of _____,
2025.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

ZONING FILE NUMBER Z 24-40

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 24-40

All of Lot 12, Block B, WESTWOOD ADDITION NO. 2, an
Addition to the City of Garland, Dallas County, Texas.



GARLAND

PLANNING REPORT

City Council Regular Session

9. a.

Meeting Date: 03/04/2025

Item Title: GDC Amendment ORD 25-01

Submitted By: Nabila Nur, Planning and Development Director

REQUEST

A public hearing to consider amendments to Attachment 1 -- Land Use Matrix as it relates to Laundry, Self-Service (Laundromat) use and Restaurant use.

PLAN COMMISSION RECOMMENDATION

On January 13, 2025, the Plan Commission recommended approval of the proposed amendment to the Restaurant use but postponed the amendment to the Laundry, Self-Service (Laundromat) use to February 10. On February 10, 2025, the Plan Commission recommended denial of the proposed amendment to the Laundry, Self-Service (Laundromat) use.

STAFF RECOMMENDATION

Approval of amendments to Attachment 1 -- Land Use Matrix as it relates to Laundry, Self-Service (Laundromat) use and Restaurant use

BACKGROUND

The Development Services Committee has recently evaluated the "Laundry, Self-Service (Laundromat)" use and its applicability in the Community Retail (CR) zoning district.

Per the GDC, a Laundromat is defined as "A retail establishment offering machines for customers to use in laundering garments in a self-service basis".

The committee reported out to Council that majority of them considered a Laundromat use to be too intense to be permitted by right in a CR district. They conveyed that they would like to see it to be permitted in the CR district with an Specific Use Provision (SUP), which would allow Council and Plan Commission to review them on a case-by-case basis. Since majority of Council agreed to this approach, staff has now brought forward this ordinance amendment.

This item was first heard by Plan Commission on January 13, 2025, and Commission directed staff to bring this item back with some additional clarification. Staff has put together a map showing the general locations of laundromats in Garland. In staff's opinion, the laundromats are distributed throughout the city, in close proximity to established residential areas. Most of these laundromats are located within shopping center setting as well. Requiring an SUP in CR district would provide Plan Commission and City Council further ability to make sure any future laundromats are located where they are needed.

There were some concerns from Plan Commission members about making the existing laundromats located in CR district nonconforming with the proposed SUP requirement. It is possible to draft the ordinance in a way that would state that laundromats being proposed after a certain date would require an SUP, but the entitlement for the existing ones remain intact.

Staff also investigated incorporating square footage into the consideration. While there are some cities that use that, it is tied to the definition of the use, which is not the goal of this ordinance amendment driven by the Development Services Committee. However, if an SUP requirement is established, square footage for the proposed laundromats could be evaluated in formulating a recommendation.

As Garland is getting close to being built-out, it is important to evaluate new uses to ensure they not only fit the vision to create a vibrant City, but also contribute positively to its surrounding areas. Plan Commission disagreed with this proposed amendment and conveyed that this does not align with the city's goal of solidifying the tax base.

Additionally, they did not find a strong basis for the proposal and recommended denial. However, they conveyed that they would like to see an effort toward incorporating the square footage in the future discussions.

Additionally, staff has recently noticed that a "Restaurant" use (not drive-through) is permitted by right in Community Office (CO) zoning district and onward for non-residential zoning districts, with the exception of Neighborhood Services (NS) district. In NS district, a restaurant use requires a Specific Use Provision (SUP). Since dine-in restaurants serve surrounding neighborhoods and are generally encouraged as a use within the City, staff is proposing to allow it by right in the NS district with this ordinance amendment. The Plan Commission agreed with staff recommendation on this.

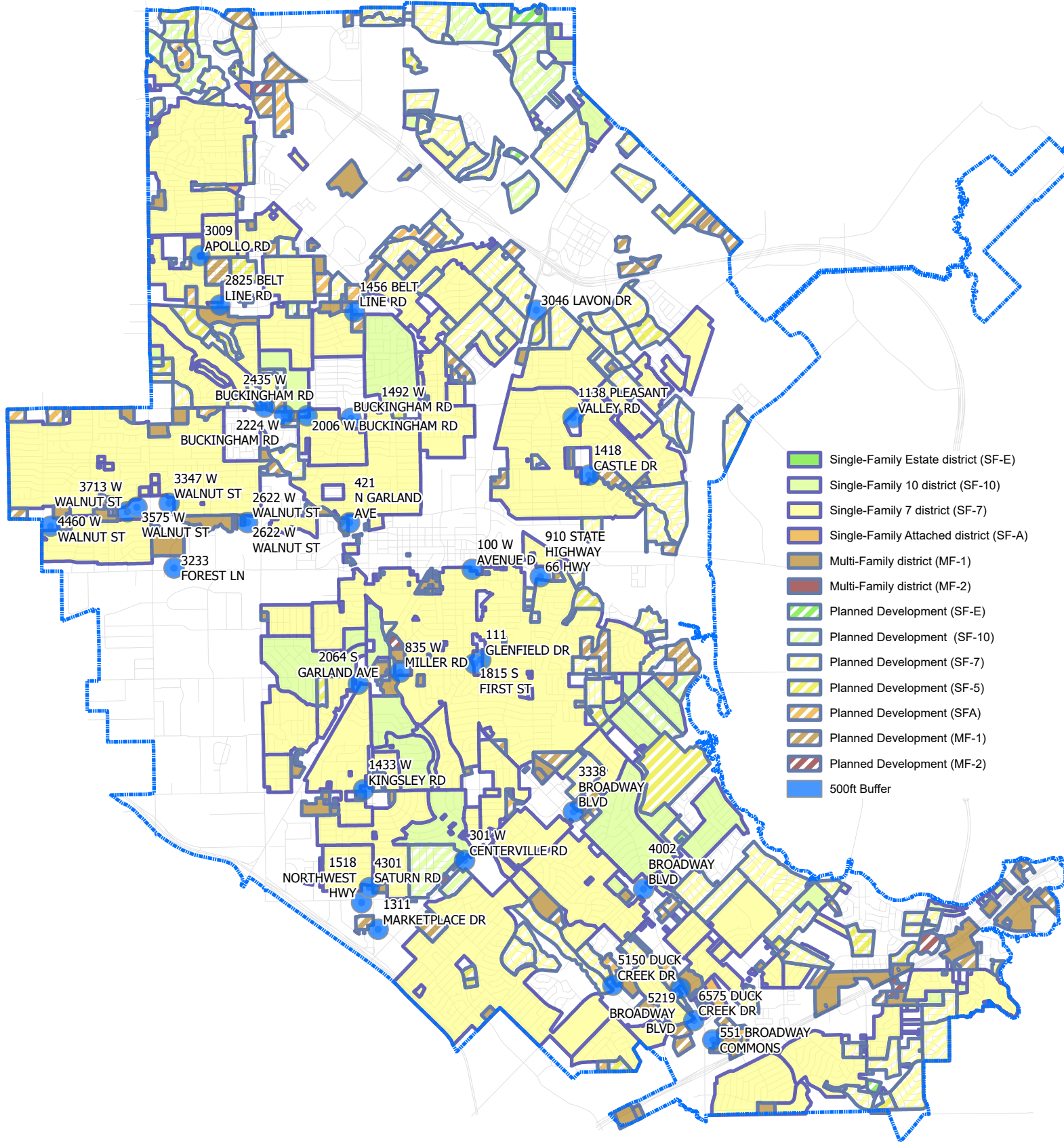
	NO	CO	NS	CR	LC	HC	IN
Laundry, Self-Service (Laundromat)			S	PS	P	P	
Restaurant		P	SP	P	P	P	P

Attachments

Existing Laundromates
Laundromat Use R&M
Restaurant Use R&M

Garland Laundromat

N



0 0.5 1 2 Miles

REPORT & MINUTES

P.C. Meeting, February 10, 2025

3a. DENIED Hold a public hearing to consider amendments to Attachment 1 -- Land Use Matrix as it relates to Laundry, Self-Service (Laundromat) use.

Planning Director, Nabila Nur, provided additional information on the proposed changes to the Land Use Matrix as it relates to Laundry, Self-Service (Laundromat) use.

The Commission asked several questions regarding future projects and what impact the proposed amendment would have on future revitalization efforts.

Motion was made by Commissioner Jenkins to close the public hearing. Seconded by Commissioner Duckworth. **Motion carried: 8 Ayes, 0 Nays.**

There was discussion by the Commission on the need for the proposed amendment.

Motion was made by Commissioner Jenkins to **deny** the amendment as presented. Seconded by Commissioner Dalton. **Motion carried: 8 Ayes, 0 Nays.**

REPORT & MINUTES

P.C. Meeting, January 13, 2025

3a. APPROVED Hold a public hearing to consider amendments to Attachment 1 -- Land Use Matrix as it relates to Laundry, Self-Service (Laundromat) and Restaurant uses.

Ms. Nur provided an overview of the proposed changes to the Land Use Matrix as it relates to Laundry, Self-Service (Laundromat) and Restaurant Uses.

The Commission asked for clarification on whether this change would impact existing laundromat's from having this use.

Staff clarified that the use would remain with the property as long as the use did not change. New owners would be required to pull a new Certificate of Occupancy.

Motion was made by Commissioner Jenkins to separate item 3a into two items to consider the laundromat use separately from the restaurant use. Seconded by Commissioner Rose. **Motion carried: 9 Ayes, 0 Nays.**

Motion was made by Commissioner Jenkins requesting that the Chair form a three-member committee to research item 3(a)(1) further. Motion failed for lack of a second.

Motion was made by Commissioner Rose to **postpone** item 3(a)(1) as it relates to Laundry, Self-Service (Laundromat) to the February 10, 2025 Plan Commission meeting. Seconded by Commissioner Jenkins. **Motion carried: 9 Ayes, 0 Nays.**

Motion was made by Commissioner Jenkins to **approve** item 3(a)(2) as it relates to Restaurant uses as presented. Seconded by Commissioner Dalton. **Motion carried: 9 Ayes, 0 Nays.**



GARLAND

PLANNING REPORT

City Council Regular Session

9. b.

Meeting Date: 03/04/2025

Item Title: GDC Amendment ORD 25-02

Submitted By: Nabila Nur, Planning and Development Director

REQUEST

A public hearing to consider amendments to the plat approval and relevant procedures.

PLAN COMMISSION RECOMMENDATION

On February 10, 2025, the Plan Commission recommended approval of the proposed amendment.

STAFF RECOMMENDATION

Approval of amendments to the plat approval and relevant procedures.

BACKGROUND

The recent legislative update effective September 1, 2023, has enabled a City Council or City Plan Commission to delegate the ability to approve, approve with conditions, or disapprove a plat to municipal officers or employees. The platting process has always been ministerial per state law, meaning that the Plan Commission is obligated to approve a plat, if it meets all necessary regulations. The Plan Commission usually relies on staff review and comments to ensure a plat is meeting all requirements. By delegating this ability to Staff, an extra step is removed from the plat approval process that requires scheduling the item for a PC agenda and preparing reports, all to fulfill a formality of approval when it is meeting all requirements.

The administrative approval process can speed up the development process, which is the goal of this GDC amendment request. If this is approved, any variance requested would still need to go through Plan Commission, and an applicant would have the option to appeal staff's decision to Plan Commission.

Attachments

Chapter 3 Article 2 Subdivision Procedures Update

GDC 2.05 Processing of Zoning Application, Plat, Plan & Decision

GDC 5.02 Appeal Requirements Update

Plat Process Update R&M

Chapter 3. Subdivision Regulations

ARTICLE 2. SUBDIVISION PROCEDURES

Division 1. Provisions Applicable to All Platting Procedures

§ 3.02. Types of Plats Required.

- (A) Final, Conveyance, or Minor Plat. A recordable plat must be approved by the City prior to any land division and prior to any new construction or redevelopment. The type of recordable plat is determined by the type of land division, construction or redevelopment project contemplated, as determined by the Planning Director in accordance with the standards provided by this GDC.
- (B) Replat. A REPLAT, which must conform in all respects with state law and the provisions of Section 3.38 and Section 3.39 of this Chapter 3, is required any time a platted, recorded lot is further divided or expanded, and which thereby changes the boundaries or dimensions of any lot. In the case of minor revisions to recorded plats or lots, a Minor Plat or Amending Plat may instead be utilized if allowed by state law and if the plat conforms with Article 2, Division 4 and with Article 2, Division 7, Section 3.40, respectively.

(Ordinance 6773 adopted 5/19/15)

§ 3.03. Exemptions.

- (A) Exemptions. The following land divisions are exempt from the requirements of this GDC that apply to plats:
- (1) Existing cemeteries that comply with all state and local laws governing the establishment, operation, and maintenance of cemeteries, to the extent of individual sales and conveyances of burial plots within the cemetery; and
 - (2) A division of land created by an order of a court of competent jurisdiction, provided however, that prior to construction of improvements on any portion of the parcels created by the court order, a plat meeting the requirements of this GDC shall be approved and recorded prior to the issuance of permits; and
 - (3) A division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

(Ordinance 6773 adopted 5/19/15; Ordinance 7055, sec. 5, adopted 5/7/19)

§ 3.04. Time for Decision on Plats.

- (A) Time Period for Action.

- (1) Thirty Days. All plat applications shall be acted upon within thirty calendar days following the application filing day.
- (2) Approved by Operation of Law. If no decision is rendered on a complete plat application within the thirty-day period and no postponement was requested by the applicant, the plat application, as submitted, shall be deemed approved.

(Ordinance 6773 adopted 5/19/15; Ordinance 7107, sec. 37, adopted 12/3/19)

§ 3.05. Relationship Between Platting & Zoning.

(A) Zoning. Inside the corporate limits of the City, the following shall apply:

- (1) Conformance with Existing Zoning. All plat and development applications must conform with the existing zoning on the property.
- (2) Request to Rezone First. If an applicant seeks to change the zoning for the property, the request for a change in zoning must be submitted and approved prior to acceptance of a plat application.
- (3) Planned Development (PD) District and Specific Use Provision (SUP) Zoning. In a Planned Development (PD) district (refer to Chapter 2, Article 2, Division 2) or for Specific Use Provision (SUP) zoning (refer to Chapter 2, Article 2, Division 3), a plat application must conform with all PD/SUP and other applicable zoning regulations, and with the approved PD/SUP zoning

exhibit, Concept Plan, Detail Plan, Site Plan, or other layout plan approved as part of the PD/SUP ordinance.

(Ordinance 6773 adopted 5/19/15; Ordinance 7079, sec. 32, adopted 8/20/19; Ordinance 7524 adopted 4/16/2024)

§ 3.06. General Application Requirements & Processing.

- (A) Pre-Filing Meeting. Prior to the official submission of a complete plat application or Site Engineering Drawings, the applicant(s) shall attend a Pre-Filing Meeting as provided by Chapter 1, Section 1.15, unless such meeting is waived by the Planning Director and by the Director of Engineering.
- (B) Application Contents. Submittal requirements for all types of plat and development applications are set forth in the City's Development Application Packet, as amended. It is the applicant's responsibility to be familiar with, and to fully comply with, the City's requirements for submission, review, and approval of any plat or development application.
- (C) General Plat Application Requirements. For all types of plats, a Working Plat shall be submitted through the City Engineering Department for review and shall achieve acceptable status. Once acceptable status is achieved, the applicant shall submit a complete plat application in accordance with Section 1.16 of Chapter 1 that meets all requirements of the City's Development Application Packet, as amended.
- (D) Review and Approval Process. The review and approval process for all plat applications shall be administered in accordance with the City's Development Application Packet, as amended.
- (E) Utility Providers. Prior to the approval and filing of a Final Plat, the applicant shall contact all utility providers (including gas, telephone, electric and cable television providers servicing the site) and shall provide on the proposed Plat any utility service easements a utility provider may require to serve the area contained in the proposed Plat. Such utility service easements shall be included in and depicted on the Final Plat. Approval of a Final Plat is subject to the correct placement and depiction of both on-site and off-site easements required by the utility providers that will provide utility services to the area contained in the Plat. If no response is provided by a utility provider(s) regarding the establishment of easements for the provider's facilities, then the Final Plat may be approved without such utility easements, and future acquisition of such easements shall be the responsibility of the applicant or of the utility provider(s), as applicable. The applicant shall provide, along with the Final Plat application, documentation of the reasonable attempts by the applicant, prior to submission of the Final Plat, to obtain all utility providers' comments regarding necessity for easements.

(Ordinance 6773 adopted 5/19/15; Ordinance 7055, sec. 6, adopted 5/7/19; Ordinance 7107, sec. 38, adopted 12/3/19)

Division 2. Preliminary Plat (for Single- and Two-Family Developments)

§ 3.07. Purpose & Applicability.

- (A) Purpose. The purpose of a Preliminary Plat is to establish the general layout of the proposed subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the proposed land division with applicable requirements of this GDC.
- (B) Applicability.

- (1) A Preliminary Plat is required for all single-family detached, two-family residential, and townhouse developments having two or more lots, unless the Planning Director determines that a Preliminary Plat is not needed and an exemption from this requirement is therefore granted by the Director.
- (2) A Preliminary Plat is not required for multifamily or nonresidential developments, unless the Planning Director determines that the submission, review and approval of a Preliminary Plat is necessary for public health, safety or welfare reasons.

(Ordinance 6773 adopted 5/19/15)

§ 3.08. Application & Procedures.

- (A) Application Submission and Processing. A completed application for Preliminary Plat approval must be submitted, and will be processed, in accordance with Section **3.06** of this Chapter **3** and the procedures set forth in the City's Development Application Packet, as amended.
- (B) Pre-Filing Meeting. All applicants intending to submit a Preliminary Plat application shall attend a Pre-Filing Meeting with the Development Review Committee (DRC) in accordance with Chapter **1**, Section **1.15**.
- (C) Accompanying Applications. Before filing an application for a Preliminary Plat, the applicant must submit full Site Engineering Drawings and a Working Plat. The Working Plat shall be reviewed and must achieve acceptable status prior to submission of the Plat application. However, approval of the Plat application and approval of the Site Engineering Drawings are separate approvals. The approvals are governed by Division **2** of Article 2 of this Chapter **3** for the Preliminary Plat, and by Division **1** of Article 6 of this Chapter **3** for the Site Engineering Drawings.
- (D) Review Process. A Preliminary Plat application shall be reviewed by the Development Review Committee (DRC) and the Planning Director. The standards of review and approval process for a Preliminary Plat are set forth in the City's Development Application Packet, as amended.

(Ordinance 6773 adopted 5/19/15; Ordinance 7055, sec. 7, adopted 5/7/19; Ordinance 7107, sec. 39, adopted 12/3/19)

§ 3.09. Action.

- (A) Review and Determination. The Planning Director shall review the Preliminary Plat application, findings of the DRC, and any other information submitted with the application or supplied by City staff. From all such information, the Planning Director shall determine whether the Preliminary Plat application complies with this GDC and the City *Development Application Packet*, as amended.
- (B) Action by Planning Director. The Planning Director shall either approve the Preliminary Plat as submitted by the applicant or deny the Preliminary Plat, using the standards set forth in Section **3.10** below.
- (C) Appeal. The applicant may appeal a decision of the Planning Director to deny a Preliminary Plat to the Plan Commission. Such appeal shall be processed and decided in accordance with applicable provisions of Article 1, Division **1** of Chapter **5** of this GDC.

(Ordinance 6773 adopted 5/19/15)

§ 3.10. Criteria for Approval.

- (A) The following criteria shall be used to determine whether the application for a Preliminary Plat shall be approved or denied:

- (1) The Preliminary Plat is consistent with all zoning requirements for the property, including any applicable PD/SUP zoning standards, and with any approved development agreements, if applicable;
- (2) The proposed means of providing, and the configuration of public improvements, including but not limited to, roads, water, wastewater, storm drainage, park facilities, open spaces, easements and rights-of-way are adequate to serve the development, meet applicable standards of this GDC, and conform to the City's adopted master plans for those facilities;
- (3) The Preliminary Plat has been duly reviewed by applicable City staff;
- (4) All required easements, the design of all lots, and the provision of required monumentation are in accordance with Article 5, Division **12** of this Chapter **3**;
- (5) The Preliminary Plat conforms to design requirements and construction standards as set forth in the City's *Technical Standards*; and
- (6) The Preliminary Plat conforms to application submission requirements in the City's *Development Application Packet*, as amended.

(Ordinance 6773 adopted 5/19/15)

§ 3.11. Effect of Approval.

- (A) Right to Proceed. The approval of a Preliminary Plat application shall allow the applicant to continue applying for and obtaining a Site Permit. The Final Plat application shall be submitted, approved by the City, and filed for record with the applicable county prior to issuance of any Building Permit for the property.
- (B) Installation of Subdivision Improvements.
 - (1) Approval of the Preliminary Plat constitutes general approval of the layout illustrated on the Preliminary Plat as a guide to the installation of streets, water, sewer, storm drainage, and other improvements that are planned or required to serve the proposed development.
 - (2) Approval of the Preliminary Plat does not constitute approval of the proposed development's final Site Engineering Drawings, nor shall approval of the Preliminary Plat be construed to mean acceptance by the public of the dedication of any roads, utilities, drainageways, or other such land and improvement dedications.
 - (3) Construction of all subdivision improvements shall be based upon the approved Site Engineering Drawings, in accordance with Division **1** of Article 6 of this Chapter **3**, specifically, and Articles 3, 4 and 5 [4, 5 and 6] of this Chapter **3**, generally.

(Ordinance 6773 adopted 5/19/15)

§ 3.12. Expiration & Extension.

- (A) Validity. The approval of a Preliminary Plat application shall remain in effect for two years (that is, 730 calendar days) following the date of approval by the Planning Director (or by the Plan Commission, on appeal, if the Preliminary Plat was denied by the Planning Director).
- (B) Expiration & Extension.
 - (1) Two-Year Validity. If the Site Engineering Drawings have not been approved within the two-year period, the approved Preliminary Plat application expires and shall be null and void.
 - (2) Portion of Preliminary Plat Submitted for Construction. If Site Engineering Drawings have been approved for only a portion of the land covered in the approved Preliminary Plat within the two-year period, as may be the case for a phased development, the remaining portion of the

Preliminary Plat continues to be valid for the remainder of the two-year period. The first phase, and every subsequent phase, of a phased development shall be designed, and shall have all required public improvements constructed, to exist independently, all of which shall conform to the City's *Technical Standards* in the same manner as if for a single-phase development.

- (3) Relationship to Site Engineering Drawings. A Preliminary Plat shall remain valid for the period of time in which approved Site Engineering Drawings are valid, as long as forward progress on the development is underway and ongoing.
- (4) Extension. The Preliminary Plat application, or portion thereof in the case of a phased development, may be extended if a request for extension is made in writing to the Planning Director at least thirty calendar days prior to expiration of the Preliminary Plat. Such written request shall include reasons why the Plat should be extended. The Planning Director shall review the extension request, and shall take one of the following actions:
 - (a) Approve the extension request for one year (that is, 365 calendar days);
 - (b) Approve the extension request for a shorter or longer period of time, or with conditions the Planning Director deems appropriate to protect the public health, safety and welfare; or
 - (c) Deny the extension request.
- (5) Extension and Vested Rights. In deciding a request for an extension of a Preliminary Plat, the Planning Director may consider whether the applicant is willing to waive, in writing, the vesting of rights under the application for a Preliminary Plat.

(Ordinance 6773 adopted 5/19/15)

§ 3.13. Amendments to Preliminary Plat Following Approval.

- (A) Minor Amendments. Minor amendments in the design of the subdivision for which a Preliminary Plat has been approved may be incorporated into an application for approval of Site Engineering Drawings or a Final Plat without the necessity of submitting a new application for re-approval of a Preliminary Plat. Minor amendments include minor adjustments in street or alley alignments, minor adjustments to easements that result during preparation of the Site Engineering Drawings (provided that such adjustments do not compromise the intended use and function of the property), and minor adjustments in lot lines that do not result in creation of additional lots or any nonconforming lots, provided that all such amendments are consistent with applicable approved prior applications.
- (B) Major Amendments. All other proposed amendments to the design of the subdivision for which a Preliminary Plat has been approved are considered major amendments that require the submittal and approval of a new application for re-approval of a Preliminary Plat before approval of the Site Engineering Drawings or of a Final Plat.
- (C) Determination. The Planning Director shall, consistent with the provisions of this Section, make a determination of whether proposed amendments are deemed to be minor or shall require new submittal and re-approval of a Preliminary Plat.

(Ordinance 6773 adopted 5/19/15)

Division 3. Final Plat (for All Development Types)

§ 3.14. Purpose & Exceptions.

(A) Purpose. The purpose of a Final Plat is to assure that:

- (1) The proposed subdivision and development of the land to which the Plat applies is consistent with all standards of this GDC pertaining to the adequacy of public facilities;
- (2) Public improvements to serve the subdivision or development have been installed and accepted by the City, or that provision for such installation has been made; and
- (3) All other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.

(B) Exceptions. A Final Plat is not required when a Minor Plat is submitted (see Section **3.22** of this Chapter **3**).

(Ordinance 6773 adopted 5/19/15)

§ 3.15. Application & Procedures.

(A) Application Submission and Processing. A complete application for Final Plat approval shall be submitted and will be processed in accordance with Section **3.06** of this Chapter **3** and the City's Development Application Packet, as amended.

(B) Review Process. A Final Plat application shall be reviewed by the DRC and the Planning Director, in accordance with the procedures set forth in the City's Development Application Packet, as amended. The Planning Director shall schedule the Final Plat application for Plan Commission consideration in accordance with Section **3.04** of this Chapter **3**.

(C) Accompanying Documents. Before filing an application for a Final Plat, an applicant must submit required Site Engineering Drawings and a Working Plat. The Working Plat shall be reviewed and must have achieved acceptable status in accordance with the procedures set forth in the City's Development Application Packet, as amended. Approval of the Final Plat application and approval of the Site Engineering Drawings are separate approvals. The approvals are governed by Division 3 of Article 2 of this Chapter **3** for the Final Plat, and by Division **1** and Division 3 of Article 6 of this Chapter **3** for the Site Engineering Drawings and Subdivision Improvement Agreements, respectively.

(D) Prior Approved Preliminary Plat. The Final Plat and all accompanying data shall conform to the Preliminary Plat (if one was required) as approved, incorporating all conditions imposed or required by the Planning Director (or by the Plan Commission on appeal), if applicable.

(Ordinance 6773 adopted 5/19/15; Ordinance 7055, sec. 8, adopted 5/7/19)

§ 3.16. Action.

(A) Review and Determination. The Planning Director shall review the Final Plat application, findings of the DRC, and any other information submitted with the application or supplied by City staff. From all such information, the Planning Director shall determine whether the Final Plat application complies with this GDC and the City's *Development Application Packet*, as amended.

(B) Action by Planning Director. The Planning Director shall either approve the Final Plat as submitted by the applicant or deny the Final Plat, using the standards set forth in Section **3.17** of this Chapter **3**.

- (C) Appeal. The applicant may appeal a decision of the Planning Director to deny a Final Plat to the Plan Commission. The appeal shall be processed and decided in accordance with applicable provisions of Article 1, Division 1 of Chapter 5 of this GDC.

(Ordinance 6773 adopted 5/19/15; Ordinance 7107, sec. 40, adopted 12/3/19)

§ 3.17. Criteria for Approval.

The following criteria shall be used to determine whether the application for a Final Plat shall be approved or denied:

(A) Final Plat with Prior Approved Preliminary Plat:

- (1) The Final Plat conforms to the approved Preliminary Plat (as may have been amended);
- (2) The Site Engineering Drawings conform to the requirements of Article 6, Division 1 of this Chapter 3, specifically, and Articles 3, 4 and 5 [Articles 4, 5 and 6] of this Chapter 3, generally, and have been approved by the Director of Engineering;
- (3) Where public improvements have been installed, the improvements conform to the approved Site Engineering Drawings and have been approved for acceptance by the Director of Engineering;
- (4) Where public improvements have been deferred, a Subdivision Improvement Agreement has been executed in conformity with Article 6, Division 3 of this Chapter 3;
- (5) The final layout of the development meets all standards for adequacy of public facilities contained in this GDC;
- (6) All required easements, the design of all lots, and the provision of required monumentation are in accordance with Article 5, Division 12 of this Chapter 3;
- (7) The Final Plat meets all applicable county standards, when the proposed development is located in whole or in part in the extraterritorial jurisdiction of the City and in the county;
- (8) The Final Plat conforms to design requirements and construction standards as set forth in the Technical Standards, as amended;
- (9) The Final Plat conforms with applicable criteria and checklist(s) in the City's Development Application Packet, as amended, and as may have been provided to the applicant through the Planning Department; and
- (10) The first phase, and each subsequent phase, of a phased development is capable of being developed and fully functional independent of any other phase and in full conformance with the City's Technical Standards.

(B) Final Plat with no Prior Approved Preliminary Plat:

- (1) The Final Plat conforms to all criteria for approval of a Preliminary Plat (as if one had been required, see Section 3.10 of this Chapter 3); and
- (2) The Subdivision Improvement Agreement, if applicable, has been approved by the Director of Engineering and executed in conformity with Article 6, Division 3 of this Chapter.

(Ordinance 6773 adopted 5/19/15; Ordinance 7107, sec. 41, adopted 12/3/19)

§ 3.18. Effect of Approval.

(A) For Single- and Two-Family Residential Projects. The approval of a Final Plat:

- (1) Supersedes any prior approved Preliminary Plat for the same land.

- (2) Authorizes the applicant to seek approval and issuance of Building Permits for individual lots (refer to Article 1, Division 4 in Chapter 4 of this GDC).
- (3) Authorizes the applicant to sell individual lots when all required public improvements have been constructed, inspected and accepted by the City, and when the Final Plat has been filed for record at the applicable county.

(B) For Other Types of Development Projects. The approval of a Final Plat:

- (1) Supersedes any prior approved Preliminary Plat for the same land (if applicable).
- (2) Authorizes the applicant to seek approval and issuance of a Site Permit (refer to Article 1, Division 3 in Chapter 4 of this GDC) and Building Permit (refer to Article 1, Division 4 in Chapter 4 of this GDC).
- (3) Authorizes the applicant to install improvements in public rights-of-way in conformance with approved Site Engineering Drawings and under a Subdivision Improvement Agreement (refer to Article 6, Division 3 of this Chapter 3), if applicable.
- (4) Authorizes the applicant to sell individual lots when all required public improvements have been constructed, inspected and accepted by the City, and when the Final Plat has been filed for record at the applicable county.

(Ordinance 6773 adopted 5/19/15)

§ 3.19. Recordation.

(A) Procedure. The applicant shall supply to the Planning Department the required number of signed and executed copies of the approved Final Plat that will be needed to file the Plat, upon approval, at the applicable county (in the county's required format) within six months (that is, 180 calendar days) following the approval date. The Final Plat shall bear the notarized signatures of the property owner(s) and the notarized seal of the Registered Professional Land Surveyor who prepared the Plat.

- (1) Signatures. Following approval of the Final Plat and the submission of copies for signatures, the Planning Director shall obtain the required signatures for execution of the Final Plat.
- (2) Recording. The Final Plat shall then be returned to the applicant for recording at the applicable county. Failure to properly record the Final Plat with the applicable county within six months (that is, 180 calendar days) following approval will cause the Final Plat to become null and void, and the applicant shall be required to re-initiate the platting process.

(B) Submittal of Final Plat Where Improvements Have Been Installed. Where all required public improvements have been installed prior to recording of the Final Plat, the applicant shall meet all requirements in accordance with Articles 4, 5 and 6 of this Chapter 3.

(C) Submittal of Final Plat Where Improvements Have Not Been Installed.

- (1) Where only a portion (or none) of the required public improvements have been completed in connection with an approved Final Plat, with prior approved Preliminary Plat prior to its filing for record at the applicable county, the applicant shall submit and execute a Subdivision Improvement Agreement in conformance with Article 6, Division 3 of this Chapter 3, and only if such Subdivision Improvement Agreement is approved by the City may the applicant then submit the Final Plat for filing at the applicable county.
- (2) For a Final Plat with no prior approved Preliminary Plat, the Final Plat recordation shall be done in accordance with Subsection **3.19(A)** above. Improvements must be installed and accepted to obtain a Certificate of Occupancy unless improvements are deferred per Section **3.102** of this Chapter 3.
- (3) No Building Permit shall be issued until the Final Plat for the property is approved by the City

and filed for record at the applicable county (see Article 1, Division 4 in Chapter 4 of this GDC).

(Ordinance 6773 adopted 5/19/15; Ordinance 7107, sec. 42, adopted 12/3/19)

§ 3.20. Expiration.

- (A) No Expiration After Recordation. There is no expiration of a Final Plat after it is approved by the City and recorded with the applicable county.
- (B) Expiration if Not Recorded. If an approved Final Plat is not timely recorded pursuant to Section 3.19 above then it shall become null and void.

(Ordinance 6773 adopted 5/19/15)

§ 3.21. Revisions Following Approval & Recordation.

Replat or Amending Plat. Revisions may only be approved as a Replat (Section 3.39 of this Chapter 3) or Amending Plat (Section 3.40 of this Chapter 3).

(Ordinance 6773 adopted 5/19/15)

Division 4. Minor Plat (Administrative Approval)

§ 3.22. Purpose & Applicability.

- (A) Purpose. The purpose of a Minor Plat is to facilitate divisions of land under the circumstances described in section 212.0065 of the Texas Local Government Code.
- (B) Applicability. An application for a Minor Plat may be approved under the following circumstances:
 - (1) The proposed plat or replat results in four or fewer lots;
 - (2) All lots in the proposed subdivision front onto an existing public street and the construction or extension of a street or alley is not required to meet the requirements of this GDC; and
 - (3) The plat does not require the extension of any municipal facilities to serve any lot within the subdivision, however, right-of-way dedication and the establishment of new on-site easements (or off-site easements, via separate instrument) are allowed as part of, and shall be shown on, a Minor Plat.

(Ordinance 6773 adopted 5/19/15; Ordinance 7055, sec. 9, adopted 5/7/19)

§ 3.23. Application & Procedures.

- (A) Application Submission and Processing. A complete application for Minor Plat approval shall be submitted, and will be processed, in accordance with Section 3.06 of this Chapter 3. A Minor Plat application must meet all application and recordation requirements of a Final Plat.
- (B) Review Process. A Minor Plat application shall be reviewed by the DRC and the Planning Director in accordance with the procedures set forth in the City's *Development Application Packet*, as amended. The Planning Director shall take action on the Minor Plat application, in accordance with Section 3.04 of this Chapter 3.
- (C) Accompanying Documents. An application for a Minor Plat may be submitted with accompanying documents similar to those for a Final Plat, as set forth in Section 3.15(C) of this Chapter 3.

(Ordinance 6773 adopted 5/19/15)

§ 3.24. Action.

- (A) Review and Determination. The Planning Director shall review the Minor Plat application, the findings of the DRC, and any other information submitted with the application (including the Site Engineering Drawings, if applicable). From all such information, the Planning Director shall determine whether the Minor Plat application is in compliance with this GDC.
- (B) Action by Planning Director. The Minor **3.25** :
- (C) Appeal. The applicant may appeal a decision of the Planning Director to deny a Minor Plat application to the Plan Commission. Such appeal shall be processed and decided in accordance with applicable provisions of Article 1, Division 1 of Chapter 5 of this GDC.

(Ordinance 6773 adopted 5/19/15)

§ 3.25. Criteria for Approval.

The Planning Director shall decide whether to approve or deny the Minor Plat application based upon the following criteria:

- (A) The Minor Plat is consistent with all zoning requirements for the property (if applicable), any approved Subdivision Improvement Agreement (if applicable), and all other requirements of this GDC that apply to the plat;
- (B) All lots to be created by the plat already have access to an improved public or private street, and all are connected to or readily connectible to all other required City utilities and services;
- (C) The ownership, maintenance, and allowed uses of all designated easements have been stated on the Minor Plat;
- (D) The plat does not require the extension of any municipal facilities to serve any lot within the subdivision; and
- (E) The lot configuration does not adversely affect surrounding storm drainage patterns, nor does it create lot-to-lot drainage or adversely affect surrounding properties and rights-of-way, as determined by the Director of Engineering.

(Ordinance 6773 adopted 5/19/15)

§ 3.26. Effect of Approval.

The approval of a Minor Plat authorizes the applicant to seek approval of a Site Permit (refer to Chapter 4, Article 1, Division 3), and, after the Plat is filed for record by the applicant, a Building Permit may be issued (see Chapter 4, Article 1, Division 4).

(Ordinance 6773 adopted 5/19/15)

§ 3.27. Recordation.

Same as Final Plat. Recordation procedures are the same as those for the recordation of a Final Plat in Section **3.19** of this Chapter **3**.

(Ordinance 6773 adopted 5/19/15)

§ 3.28. Expiration.

- (A) No Expiration After Recordation. There is no expiration of a Minor Plat after it is approved by the City and recorded with the applicable county.
- (B) Expiration if Not Recorded. If an approved Minor Plat is not timely recorded pursuant to Section **3.19** of this Chapter **3**, then it shall be null and void.

(Ordinance 6773 adopted 5/19/15)

§ 3.29. Revisions Following Approval & Recordation.

Replat or Amending Plat. Revisions to a Minor Plat may only be approved as a Replat (Section **3.39** of this Chapter **3**) or Amending Plat (Section **3.40** of this Chapter **3**).

(Ordinance 6773 adopted 5/19/15)

Division 5. Conveyance Plat

§ 3.30. Purpose & Applicability.

- (A) Purpose. The purpose of a Conveyance Plat is to provide a mechanism for land to be divided into lots or to dedicate public right-of-way, when such subdivision of the land is for conveyance (sale or inheritance) purposes only. This type of plat is appropriate when no immediate development is contemplated; when or if development does occur, then the land shall be properly platted in the form of a Final Plat (with or without approval of a Preliminary Plat, as applicable) prior to any type of development, construction activities, or further subdivision of the land.
- (B) Applicability. A Conveyance Plat may be used in lieu of a Final Plat to record the subdivision of property in the following instances:
 - (1) To record the remainder of a tract that is created by a Final Plat of a portion of the property, provided that the remainder is not intended for immediate development.
 - (2) To record the subdivision of property into lots, all of which are not intended for immediate development, provided minimum frontage requirements for all lots (as applicable) are met, and provided all lots have access in accordance with Section **3.33** of this Chapter **3**. All public rights-of-way required by the City under this GDC (if any) shall be shown on, and dedicated by, a Conveyance Plat in accordance with Section **3.33**, but the actual improvement of existing streets, and construction of any required new streets, may be deferred until development and further platting of the property shown on a Conveyance Plat.
- (C) Subsequent Filing of a Final Plat. No Final Plat processed and approved in association with a Conveyance Plat shall be approved or filed for record at the applicable county without the concurrent (or prior) approval and recording of the associated Conveyance Plat for the remainder of the subject property. Both plats shall be submitted, reviewed, considered for

approval, and filed for record at the county as separate plat drawings (that is, not combined into a single plat drawing).

- (D) Final Plat Required for Permits & Services. No Site Permit or Building Permit shall be issued, nor permanent utility service provided, for land that has only received approval as a Conveyance Plat. A Final Plat shall be approved and recorded with the applicable county, in accordance with Division 3 of Article 2 of this Chapter 3, prior to issuance of any Site Permit, Building Permit or initiation of utility service.
- (E) Grading Plans. Grading plans for the excavation or filling of earthen material may be approved by the Director of Engineering (in accordance with tree mitigation requirements in Chapter 4, Article 4 of this GDC), at the Director's sole discretion, with approval of a Conveyance Plat.

(Ordinance 6773 adopted 5/19/15; Ordinance 7107, sec. 43, adopted 12/3/19)

§ 3.31. Application & Procedures.

- (A) Application Submission and Processing. A complete application for Conveyance Plat approval shall be submitted, and will be processed, in accordance with Section 3.06 of this Chapter 3. A Conveyance Plat application must meet all application and recordation requirements of a Final Plat.
- (B) Review Process. A Conveyance Plat application shall be reviewed by the DRC and the Planning Director, in accordance with the procedures set forth in the City's *Development Application Packet*, as amended.

(Ordinance 6773 adopted 5/19/15)

§ 3.32. Action.

- (A) Review and Determination. The Planning Director shall review the Conveyance Plat application, findings of the DRC, and any other information submitted with the application or supplied by City staff. From all such information, the Planning Director shall determine whether the Conveyance Plat application is in compliance with this GDC.
- (B) Action by Plan Commission. The Planning Director shall consider a Conveyance Plat application in the same manner as a Final Plat, and shall either approve the Conveyance Plat as submitted by the applicant or deny the Conveyance Plat.

(Ordinance 6773 adopted 5/19/15)

§ 3.33. Criteria for Approval.

- (A) Access. All tracts, parcels, lots or sites created by a Conveyance Plat shall have minimum frontage and access to an existing public street or to an existing City-approved private street that meets City construction standards and that provides access to the City's existing public street system. All lots created by a Conveyance Plat shall have the minimum number of points of access as required by this GDC.
- (B) Reservation of Rights-of-Way. A Conveyance Plat shall provide for the reservation of future rights - of-way of planned roadways (unless the City requires immediate dedication of such on the Plat – see Subsection 3.33(C) below). Right-of-way reservation acknowledges the future obligation to dedicate right-of-way for public thoroughfares and streets specified on the City's adopted *Major Thoroughfare Plan* (as amended). Reservation of right-of-way does not grant any immediate right or interest in the property to the City. The final alignment may be adjusted upon Final Plat application in order to meet engineering design standards.
- (C) Dedication of Rights-of-Way. Dedication of right-of-way for planned roadways shall be required on

a Conveyance Plat where the City deems it appropriate and in the best public interest to acquire such rights-of-way immediately. The required right-of-way dedication shall be limited to that which is necessary to provide access to one or more lots on the property or to avoid creating the “land-locking” of adjacent property, and where such immediate right-of-way acquisition is necessary to complete turn lanes, intersections, and transitions in road pavement width or other necessary roadway improvements to accommodate the proposed subdivision contemplated in the Conveyance Plat.

(Ordinance 6773 adopted 5/19/15)

§ 3.34. Effect of Approval.

The approval of a Conveyance Plat provides the applicant with a recorded plat for the sale or inheritance of the platted property. Any subsequent improvements to, or site disturbance activities on, the property to initiate development require the applicant to submit a Preliminary Plat (if required) and a Final Plat application in accordance with Division 2 and Division 3 of this Article 2, respectively.

(Ordinance 6773 adopted 5/19/15)

§ 3.35. Recordation.

Same as Final Plat. Recordation procedures are the same as those for the recordation of a Final Plat in Section 3.19 of this Chapter 3.

(Ordinance 6773 adopted 5/19/15)

§ 3.36. Expiration.

- (A) No Expiration After Recordation. There shall be no expiration of a Conveyance Plat after it is approved by the City and recorded with the applicable county.
- (B) Expiration if Not Recorded. If an approved Conveyance Plat is not timely recorded pursuant to Section 3.19 of this Chapter 3, then it shall be null and void.

(Ordinance 6773 adopted 5/19/15)

§ 3.37. Revisions Following Approval & Recordation.

Final, Replat or Amending Plat. Revisions to a Conveyance Plat may only be approved as a Final Plat (Division 3 of this Article 2), a Replat (Section 3.39 of this Chapter 3), or an Amending Plat (Section 3.40 of this Chapter 3).

(Ordinance 6773 adopted 5/19/15)

Division 6. (Reserved)

Division 7. Revisions to Recorded Plats

§ 3.38. General Requirements for Plat Revisions.

(A) Applicability and Terminology.

- (1) The procedures in this Division 7 shall apply only if a property owner seeks to change any portion of a plat that has been filed of record with the applicable county.
- (2) The term *Replat* includes changes to a recorded Final Plat, whether the change is effected by replatting without vacation (Section 3.39 of this Chapter 3), approving an Amending Plat (Section 3.40 of this Chapter 3), or a new plat application.

(B) City Action Required for Plat Revisions. Except as expressly stated otherwise in this Division 7, any change to a recorded Final Plat, Conveyance Plat or Replat must be approved by the City.

(C) Construction Management. If the subdivision as replatted requires the construction of additional improvements, the provisions of Articles 4, 5, and 6 of this Chapter 3 apply, including the requirement for Site Engineering Drawings.

(D) Application and Approval Procedures. Unless otherwise specified, an application and all related procedures and approvals (including approval criteria and recordation) for a Replat or Amending Plat are the same as those specified for a Final Plat in Article 2, Division 3.

(Ordinance 6773 adopted 5/19/15; Ordinance 7107, sec. 44, adopted 12/3/19)

§ 3.39. Replat Without Plat Vacation.

(A) Applicability.

- (1) A Replat of all or a portion of a recorded plat may be approved without vacating the recorded plat, if the Replat:

- (a) Is signed and acknowledged by only the owners of the property being replatted;
- (b) Is approved after a public hearing on the Replat;
- (c) Does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat; and
- (d) Meets all other requirements of Section 212.014 of the Texas Local Government Code, as amended.

- (2) A Replat that does not vacate a previous plat may be approved if its purpose is to amend, relocate or abandon (with the City's approval) an easement(s) that was previously established by plat (that is, not established by separate instrument), to dedicate public right-of-way, to subdivide property or to combine lots.

(B) Application Submission and Processing. A complete application for Replat approval must be submitted, and will be processed, in accordance with the procedures set forth in the City's *Development Application Packet*, as amended. A Replat application must comply with all application and recordation requirements of a Final Plat.

(C) Partial Replat Application. For a Replat that involves only a portion of the lots in an original subdivision, such Replat shall show enough of the surrounding original subdivision lots and streets to clearly depict where the affected lot(s) is situated. The Planning Director may determine how much of, or if all of, the original subdivision shall be shown on a Replat. All Replats shall reference the previous subdivision's name and recording information, and shall clearly cite the specific lot(s) which are being changed along with a detailed "Purpose for Replat" statement.

(D) General Notice and Hearing Requirements.

- (1) Published and personal notice is required only for certain residential Replats, in accordance with Section 212.015 of the Texas Local Government Code, as amended.
- (2) If a proposed replat does not require a variance or exception, no hearing shall be required. The City shall provide written notice by mail of the approval of the replat to each owner of a lot in the original subdivision that is within 200 feet of the lots to be replatted according to the most recent municipal or, in the case of subdivisions within the City's ETJ, county tax roll. The notice shall include the zoning designation of the property after the replat, and a telephone number and email address an owner of a lot may use to contact the City about the replat.
- (3) If a proposed replat requires either a variance or an exception, then a public hearing on a Replat shall be conducted by the Plan Commission in accordance with the normal rules and procedures that are applicable to public hearings.

(E) Special Residential Replat Requirements.

- (1) Applicability. In addition to compliance with other requirements of this Section **3.39**, a Replat without vacating the preceding plat shall conform to the requirements of this Subsection if:
 - (a) During the preceding five years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two residential units per lot; or
 - (b) Any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units per lot.
- (2) Exception. The requirements of this Subsection do not apply to the approval of a Replat application that affects only a portion of a recorded plat if all of the proposed area sought to be replatted was designated or reserved for usage other than for single- or two-family (such as a duplex) residential use. Such designation shall be noted on the recorded plat or in the legally recorded restriction applicable to such plat.
- (3) Notice and Hearing. For any replat for which a hearing must be held pursuant to subsection (D) above, notice of the public hearing at which the Replat will be considered shall be given in accordance with Article 2, Division **2** of Chapter **1** of this GDC, unless otherwise required by state law.

- (F) Review and Determination. The Planning Director shall review the Replat application, findings of the DRC, and any other information submitted with the application. From all such information, the Planning Director shall determine whether the Replat application is in compliance with the regulations of this GDC.

- (G) Action by Plan Commission. The Planning Director shall consider the Replat application in the same manner as for a Final Plat, and shall approve the Replat as submitted by the applicant or deny the Replat.
- (H) Appeal. The applicant may appeal a decision of the Planning Director to deny a Replat to the Plan Commission. The appeal shall be processed and decided in accordance with applicable provisions of Article 1, Division 1 of Chapter 5 of this GDC.
- (I) Effect of Approval. Upon approval of a Replat application, and upon approval of any associated Site Engineering Drawings (if applicable) in accordance with Article 6, Division 1 of this Chapter 3, the applicant may seek approval of a Site Permit (refer to Article 1, Division 3 of Chapter 4 of this GDC), and may subsequently seek approval of a Building Permit (refer to Article 1, Division 4 of Chapter 4 of this GDC).
- (J) Recordation.
 - (1) Same as Final Plat. Recordation procedures shall be as set forth for the recordation of a Final Plat in Section 3.19 of this Chapter 3.
 - (2) Replat Controls. Upon recordation at the applicable county, a Replat is controlling over the previously recorded plat for the portion replatted.
- (K) Expiration.
 - (1) No Expiration After Recordation. There is no expiration of a Replat after it is approved by the City and recorded with the applicable county.
 - (2) Expiration if Not Recorded. If an approved Replat is not timely recorded pursuant to Section 3.19 of this Chapter 3, then it is null and void.
- (L) Replat or Amending Plat. Revisions to a Replat may only be approved as a Replat (this Section 3.39) or Amending Plat (Section 3.40 of this Chapter 3).

(Ordinance 6773 adopted 5/19/15; Ordinance 7079, sec. 33, adopted 8/20/19)

§ 3.40. Amending Plat (administrative approval).

- (A) Purpose. The purpose of an Amending Plat shall be to provide an expeditious means of making minor revisions to a recorded plat consistent with state law.
- (B) Applicability. The procedures for amending plats apply only if the sole purpose of the amending plat is for one or more of the following purposes:
 - (1) Correct an error in a course or distance shown on the preceding plat;
 - (2) Add a course or distance that was omitted on the preceding plat;
 - (3) Correct an error in a real property description shown on the preceding plat;
 - (4) Indicate monuments set after the death, disability, or retirement from practice of the engineer or surveyor responsible for setting monuments;
 - (5) Show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;
 - (6) Correct any other type of scrivener or clerical error or omission previously approved by the City, including lot numbers, acreage, street names, and identification of adjacent recorded plats;
 - (7) Correct an error in courses and distances of lot lines between two adjacent lots if:

- (a) Both lot owners join in the application for amending the plat;
 - (b) Neither lot is abolished;
 - (c) The amendment does not attempt to remove recorded covenants or restrictions; and
 - (d) The amendment does not have a material adverse effect on the property rights of the other owners in the plat;
- (8) Relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;
- (9) Relocate one or more lot lines between one or more adjacent lots if:
 - (a) The owners of all those lots join in the application for amending the plat;
 - (b) The amendment does not attempt to remove recorded covenants or restrictions; and
 - (c) The amendment does not increase the number of lots;
- (10) Make necessary changes to the preceding plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:
 - (a) The changes do not affect applicable zoning and other regulations of the City;
 - (b) The changes do not attempt to amend or remove any covenants or restrictions; and
 - (c) The area covered by the changes is located in an area that the Plan Commission or City Council has approved, after a public hearing, as a residential improvement area; or
- (11) Replat one or more lots fronting on an existing street if:
 - (a) The owners of all those lots join in the application for amending the plat;
 - (b) The amendment does not attempt to remove recorded covenants or restrictions;
 - (c) The amendment does not increase the number of lots; and
 - (d) The amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.
- (C) Application Submission and Processing. A complete application for approval of an Amending Plat shall be submitted, and will be processed, in accordance with the procedures set forth in the City's Development Application Packet, as amended, and Section **3.06** of this Chapter **3**. An Amending Plat application must comply with all application and recordation requirements of a Final Plat.
- (D) Review Process. An Amending Plat application shall be reviewed by the DRC and the Planning Director, in accordance with the procedures set forth in the City's Development Application Packet, as amended. The Planning Director shall take action on the Amending Plat application, or shall schedule the application for Plan Commission consideration, in accordance with Section **3.04** of this Chapter **3**.
- (E) Partial Amending Plat Application. For an Amending Plat that involves only a portion of the lots in an original subdivision, such Amending Plat shall show enough of the surrounding original subdivision lots and streets to clearly depict where the affected lot(s) is situated. The Planning Director may determine how much of, or if all of, the original subdivision shall be shown on an Amending Plat. All Amending Plats shall clearly cite the specific lot(s) that is being changed, along with a detailed "Purpose for Amending Plat" statement.
- (F) Notice. In accordance with state law, the approval of an Amending Plat does not require notice, public hearing, or approval of other lot owners.
- (G) Review and Determination. The Planning Director shall review the Amending Plat application,

the findings of the DRC, and any other information submitted with the application. From all such

information, the Planning Director shall determine whether the Amending Plat application complies with the regulations of this GDC.

- (H) Action by Planning Director. The Planning Director shall either approve the Amending Plat as submitted by the applicant, or shall refer the Amending Plat to the Plan Commission for consideration prior to expiration of the required 30-day approval period unless a Waiver of Right to 30-Day Action is submitted in accordance with Section **3.04** of this Chapter **3**.
- (I) Appeal. The applicant may appeal any decision of the Plan Commission (upon referral by the Planning Director) to deny an Amending Plat application to the City Council. The appeal shall be processed and decided in accordance with applicable provisions of Article 1, Division **1** of Chapter **5** of this GDC.
- (J) Criteria for Approval. The Director shall decide whether to approve or to refer approval of an Amending Plat application by determining whether the Amending Plat makes only those changes to the recorded plat that are allowed under Subsection **(B)** above and by state law.
- (K) Effect of Approval. The approval of an Amending Plat authorizes the applicant to seek approval of a Site Permit (refer to Article 1, Division **3** in Chapter **4** of this GDC) or a Building Permit (refer to Article 1, Division **4** in Chapter **4** of this GDC).
- (L) Recordation.
 - (1) Same as Final Plat. Recordation procedures are the same as those for the recordation of a Final Plat in Section **3.19** of this Chapter **3**.
 - (2) Controlling. Upon recordation at the applicable county, an Amending Plat is controlling over the previously recorded plat without vacation of the previously recorded plat.
- (M) Expiration.
 - (1) No Expiration after Recordation. An Amending Plat does not expire after it is approved by the City and recorded with the applicable county.
 - (2) Expiration if not Recorded. If an approved Amending Plat is not timely recorded pursuant to Section **3.19** of this Chapter **3**, then it is null and void.
- (N) Replat or Amending Plat. Revisions to an Amending Plat may only be approved as a Replat (Section **3.39** of this Chapter **3**) or as another Amending Plat (this Section **3.40**).

(Ordinance 6773 adopted 5/19/15; Ordinance 7055, sec. 10, adopted 5/7/19)

§ 3.41. Plat Vacation.

- (A) Purpose. The purpose of Plat Vacation is to provide an expeditious means of vacating a recorded plat in its entirety, consistent with provisions of controlling state law.
- (B) Applicability. A Plat Vacation application must first be approved by the Planning Director prior to vacation of any recorded plat or portion thereof. A plat may be vacated only in accordance with state law, and only in conjunction with simultaneous approval of a new revised Final (or other type of recordable) plat application in accordance with this GDC unless such Plat Vacation was initiated by the City under Subsection **3.41(C)(3)** below.
- (C) Initiation of a Plat Vacation.
 - (1) By Property Owner. The property owner of the tract covered by a plat may submit an application to vacate the plat at any time before any lot in the plat is sold.
 - (2) By All Lot Owners. If lots in the plat have been sold, an application to vacate the plat may be submitted by all the owners of lots in the plat.

- (3) By City Council. The City Council may, on its own motion, determine that a recorded plat should be vacated in the public interest; if:
- (a) No lots within the approved plat have been sold within five years following the date the Final Plat was approved by the City;
 - (b) The property owner has breached a Subdivision Improvement Agreement, and the City does not have funds with which to complete construction of public improvements, except that the vacation shall apply only to lots owned by the property owner or its successor; or
 - (c) The plat has been of record for more than five years, and the City Council determines that the further sale of lots within the subdivision or addition is not in the public interest, except that the vacation shall apply only to lots owned by the property owner who or which filed the plat, or its successors.
- (D) Application Submission and Processing. A complete application for approval of a Plat Vacation must be submitted, and will be processed, in accordance with Section **3.06** of this Chapter 3. An application for Plat Vacation must also be accompanied by an application for a Final (or other recordable) Plat for all of the land subject to the recorded plat or portion thereof to be vacated, prepared in accordance with this Article.
- (E) Review Process. A Plat Vacation application shall be reviewed by the DRC and the Planning Director, in accordance with the procedures set forth in the City's *Development Application Packet*, as amended. The Planning Director shall schedule the Plat Vacation application for Plan Commission consideration simultaneously with the new Final (or other recordable) Plat application, in accordance with Section **3.04** of this Chapter 3.
- (F) Processing and Decision.
- (1) The Plat Vacation application shall be decided by the Planning Director in conjunction with its decision on a new Final (or other recordable) Plat application for all of the subject property.
 - (2) The Plat Vacation application shall be processed together with the new Final (or other recordable) Plat application in accordance with the procedures applicable to the new Plat application under this Article 2.
 - (3) If a Plat Vacation application is submitted with a Preliminary Plat application (rather than a recordable plat application), the Planning Director's decision on the Plat Vacation application may be deferred or conditioned on approval of a Final (or other recordable) Plat application for all of the subject property. The Planning Director shall decide the Plat Vacation application after it decides the Final (or other recordable) Plat application.
- (G) Criteria for Approval. The Planning Director may only approve a Plat Vacation application upon approving the new Final (or other recordable) Plat application for all of the subject property, and must deny a Plat Vacation application if the new Plat application is denied. The new Plat application, as well as any preceding Preliminary Plat application, shall be decided in accordance with the criteria for approval in Division 3, Section **3.17**, of this Article 2.
- (H) Effect.
- (1) On the execution and recording of the vacating instrument, the previously recorded plat shall become null and void, and shall have no effect. Regardless of the City's action on the Plat Vacation petition, the applicant shall have no right to a refund of any monies, fees or charges paid to the City, nor to the return of any property or consideration dedicated or delivered to and accepted by the City (including acceptance by use) except as may have previously been agreed to by the City Council.
 - (2) The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat.

- (3) The City may retain all or specific portions of rights-of-way or easements dedicated to the City or for public use on the plat being considered for vacation. However, Plat Vacation may be approved if the necessary rights-of-way and easements are conveyed in a separate legal document in a form approved by the City Attorney.

(Ordinance 6773 adopted 5/19/15)

§ 2.05. Processing of Zoning Application, Plat, Plan, and Decision.

- (A) Planning Director Report. For all change of zoning requests (including a PD or SUP) or applications of a plan or plat, the Planning Director must review the application and prepare a written report providing a planning analysis on the merits of the zoning application, plan, or plat.
- (1) The report shall include the proposed development's impacts, if any, on planning, engineering, transportation, building inspection, fire protection, and neighborhood enhancement and protection, depending on the issues and complexity of the development. In the event an applicant files both an application for a change in zoning and a plan, the Planning Director shall determine whether the plan meets the requirements of state law and the GDC, and provide a separate planning analysis on the merits of the zoning case.
 - (2) For applications including a plan, the report must include a recommendation approving, approving with conditions, or denial of the plan. In the event the recommendation of the Planning Director is approving with conditions or a denial of the application, the Planning Director shall include in the report, in the form of a proposed order, a statement of the conditions for the conditional approval, or reasons for disapproval, that clearly articulate each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the proposed order must:
 - (a) be directly related to the requirements under Chapter 212, Subchapter A of the Texas Local Government Code; and
 - (b) include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval.
 - (3) The report must be submitted to the Plan Commission prior to the Commission making a recommendation to the Council, and must be submitted to the Council prior to its decision.
- (B) Published and Personal Notice. For a public hearing on a change of zoning application, the Planning Director shall publish notice as set forth below:
- (1) For a public hearing before the Plan Commission: personal notice in accordance with Section 1.24(B) in Chapter 1 of this GDC;
 - (2) For a public hearing before the City Council, or joint public hearing before the Plan Commission and the City Council: published and personal notice in accordance with Sections 1.24(A) and 1.24(B) in Chapter 1 of this GDC.
- (C) Posted Notice. For any requested change of zoning on a specific parcel, a sign must be posted on the property, in accordance with procedures set forth in the Development Application Packet, as may be amended from time to time.
- (D) Joint Public Hearing. The City Council and Plan Commission may convene a joint public hearing on a change of zoning request at the time and place designated in the public hearing

notice(s). The hearing must be conducted in accordance with the City Council's normal rules and procedures that are applicable to public hearings. The Mayor, or his designee, shall be the presiding officer at a joint public hearing where an application for a change of zoning is heard.

- (E) Applicant Representation. The applicant, or an authorized representative for the applicant, must attend the public hearing held by the Plan Commission and, separately or jointly, by the City Council for the requested change of zoning. If an applicant (or duly authorized representative) does not appear at such public hearing, then such absence may constitute sufficient grounds for the change of zoning application to be postponed or denied.
- (F) The Planning Director may approve or deny any Plat, except certain replats as described in Section 3.39 of the GDC, filed with the Planning Department.
- (1) A Plat shall be submitted to the Planning Department and must be approved or denied within thirty (30) days of its filed date unless the applicant requests in writing a thirty (30) day postponement. If the applicant requests postponement, then the plat must be approved or denied by the end of the requested postponement's period. A Plat is considered filed when the applicant submits the Plat, along with a completed application, the application fees, and other requirements as authorized by Chapter 212 of the Texas Local Government Code, to the Planning Department for review by the Planning Director.
 - (2) If the Planning Director approves a filed Plat, then the Planning Director shall endorse the plat with a certificate indicating the approval. The certificate must be signed by the Planning Director and attested to by the City Secretary.
 - (3) If the Planning Director fails to approve, approves with conditions, or denies approval of a filed Plat within the prescribed period, the Planning Director shall, on the applicant's request, issue a certificate stating the date the plat was filed and that the Planning Director failed to act on the plat within the period.
 - (4) If the Planning Director approves with conditions or denies approval of a filed Plat, the Planning Director shall provide a written statement to the applicant listing the reasons or conditions for conditional approval or the denial. Each condition or reason specified in the must:
 - (a) be directly related to the requirements under Chapter 212, Subchapter A, of the Texas Local Government Code; and
 - (b) include a citation to the law, statute, or ordinance, that is the basis for the conditional approval or disapproval.
 - (5) Any Plat not approved or denied by the Planning Director within thirty (30) days of being filed will be deemed approved unless the applicant requested a postponement of consideration of the Plat. Postponement requests must be submitted in writing by the applicant and shall extend an application for consideration up to thirty (30) additional calendar days from the date of filing. The Planning Director must take action on a Plat by the thirtieth day of the final postponement period, or the plat will be deemed approved.

- (6) An applicant may appeal the Planning Director's denial of approval of a Plat to the Plan Commission. The applicant must follow the procedures for appeal as set forth under section 5.02 of the GDC.
- (7) After the conditional approval of a plat, the applicant may submit to the Planning Director a written response that satisfies each condition for the conditional approval. The Planning Director may not establish a deadline for an applicant to submit the response.
- (8) The Planning Director that receives a response under Subsection 7 shall determine whether to approve or deny the applicant's previously conditionally approved plat not later than the 15th day after the date the response was submitted. A response received under this section shall be approved if the response adequately addresses each condition of the conditional approval. If the response results in a conditionally approved or denied plat, the procedures under Subsection 4 should be followed.
- (9) If no action is taken on a response filed under subsection 8 by the Planning Director, a previously conditionally approved plat is approved if:
 - (a) the applicant filed a response that meets the requirements under Subsection (7); and
 - (b) the Planning Director that received the response does not deny the plat on or before the date required by Subsection 1.

(G) Plan Commission - Public Hearing & Recommendation.

- (1) The Plan Commission shall hold a public hearing to consider a proposed change of zoning. Following the public hearing, the Plan Commission shall provide its recommendation on the requested change of zoning, and shall forward its recommendation to the City Council. The Plan Commission may recommend approval or denial of the change of zoning application.
- (2) In cases where the applicant is requesting both a change of zoning and approval of a plan, the Plan Commission shall
 - (a) determine whether the plan meets the requirements of state law and the GDC,
 - (b) provide a separate planning analysis on the merits of the zoning and land use, and
 - (c) make separate recommendations for the zoning request and the plan in the form of a proposed order to City Council.
- (4) Underlying Zoning. A plan does not meet technical requirements if the intended use is not consistent with the underlying zoning. In cases where the applicant is requesting both a change of zoning and an approval of a plan, the Plan Commission shall recommend denial of the plan if the Plan Commission also recommends a denial for the request for a zoning change and the intended use is inconsistent with the current zoning designation.
- (5) Recommendation on a Plan. The Plan Commission shall recommend approval, approval with conditions, or disapproval of a plan.

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(6) Reserved.

- (7) Reserved.
- (8) Postponement of Decision. The Plan Commission may, by written request of the applicant, postpone making a decision on the application of a plan. Upon approval of the Plan Commission, the postponement may be for a period not to exceed 30 calendar days, and does not require additional public notice if such postponement is to a date certain. An applicant may request multiple 30-day postponements, but each must be approved by the Plan Commission. The Plan Commission may not request or require an applicant to request postponement, waive a deadline or other approval procedure under this GDC or chapter 212, subchapter A of the Texas Local Government Code.
- (9) The Plan Commission may recommend approval of a zoning designation of lesser intensity within the same general zoning category (such as residential, nonresidential, or mixed-use, see Table 2-1) without additional public notice provided that the impact on adjacent properties would be lessened or not affected (that is, the lesser intensity would have no anticipated harmful effect on adjacent properties).
- (10) The Plan Commission may recommend approval of a modified version of the requested zoning district (or of a less intense district) in the form of a Planned Development (PD) District (refer to Article 2, Division 2 of this Chapter 2).

(H) City Council - Public Hearing & Decision.

- (1) Following receipt of the Plan Commission's recommendation, the Planning Director Report, and a public hearing on the change of zoning request, the City Council shall consider the request for a change of zoning, and render a decision on the request. The City Council may approve or deny the request. The Council's decision on a change of zoning request is final.
- (2) The City Council may decide the change of zoning request based upon the Plan Commission's recommendation, or:
 - (a) It may approve a zoning designation of lesser intensity within the same general zoning category (such as residential, nonresidential, mixed-use, etc. - see Table 2-1) provided that the impact on adjacent properties would be lessened or not affected (that is, the zoning designation of lesser intensity would have no anticipated harmful effect on adjacent properties).
 - (b) It may approve a modified version of the requested zoning change (or of a less intense district) in the form of a Planned Development (PD) District (refer to Article 2, Division 2 of this Chapter 2).
- (3) In cases where the applicant is requesting both a change of zoning and an approval of a plan, the City Council shall:
 - (a) determine whether the plan meets the requirements of state law and the GDC,
 - (b) conduct a separate planning analysis on the merits of the zoning and land use, and
 - (c) make separate findings for the zoning request and the plan in the form of a final

order.

- (4) Reserved.
- (5) Underlying Zoning. A plan does not meet technical requirements if the intended use is not consistent with the underlying zoning. In cases where the applicant is requesting both a change of zoning and an approval of a plan, the City Council shall deny the plan if the request for a zoning change is denied and the intended use is inconsistent with the current zoning designation.
- (6) Decision on a Plan. The City Council shall approve, approve with conditions, or disapprove a plan.
- (7) Reserved.
- (8) Final Order. The City Council shall issue a final order indicating whether the plan was approved, approved with conditions, or denied. The final order must be signed by the Mayor and attested by the City Secretary, or a majority of the members of City Council. A written copy of the final order shall be sent to the applicant. In cases where the applicant is requesting a zoning change, the final order shall provide a separate decision of the zoning and land use request.
- (9) Postponement of Decision. The City Council may, by written request of the applicant, postpone making a decision on the application of a plan or plat and may defer its final decision. The City Council may not request or require an applicant to request postponement, waive a deadline or other approval procedure under this GDC or chapter 212, subchapter A of the Texas Local Government Code. Upon approval of the City Council, the postponement may be for a period not to exceed 30 calendar days, and does not require additional public notice if such postponement is to a date certain. An applicant may request multiple 30-day postponements, but each must be approved by the City Council.
- (I) Ordinance. Approval by the Council of the change of zoning application shall be in the form of an ordinance that amends the City's official Zoning Map. The Planning Director shall identify each change of zoning on the Zoning Map in accordance with the change approved by the Council.

Table 2-1 - Zoning Intensity Hierarchy

Zoning District Requested in a Zoning Application...	AG	SF-E	SF-D	SF-7	SF-5	2F	MF	NO	CO	NS	CR	LC	HC	IN	UR	DT	PD	SUP
Residential Districts																		
AG - Agricultural	•																PD/AG	
SF-E - Single-Family Estate (30,000sf lots)	•	•															PD/SF-E	
SF-D - Single-Family (20 (10,000sf lots)	•	•	•														PD/SF-D	
SF-7 - Single-Family-7 (7,000sf lots)	•	•	•	•													PD/SF-7	
SF-5 - Single-Family-5 (5,000sf lots/2-Lot homes)	•	•	•	•	•												PD/SF-5	
2F - Two-Family (duplexes)	•	•	•	•	•	•											PD/2F	
MF - Single-Family Attached (townhouses)	•	•	•	•	•	•	•										PD/MF	
MF - Multi-Family (16 units/acre)	•	•	•	•	•	•	•										PD/MF	
Non-Residential Districts																		
NO - Neighborhood Office								•									PD/NO	
CO - Community Office								•									PD/CO	
NS - Neighborhood Services								•	•								PD/NS	
CR - Community Retail								•	•	•							PD/CR	
LC - Light Commercial								•	•	•	•						PD/LC	
HC - Heavy Commercial								•	•	•	•	•					PD/HC	
IN - Industrial								•	•	•	•	•	•				PD/IN	
Mixed-Use Districts																		
UR - Urban Residential															•		PD/UR	
UB - Urban Business															•		PD/UB	
Overlay and Special Districts																		
DT - Downtown (form-based code)																•		
PD - Planned Development																	•	
SUP - Specific Use Provision																		•

- (J) Super-Majority Vote (Twenty-Percent Rule). Where a written protest against the change of zoning application is filed in accordance with Section 211.006(d) of the Texas Local Government Code (as amended), a change of zoning does not become effective except by the favorable vote of three-fourths of all members of the full City Council. For the purposes of this Subsection, the following apply:
- (1) The written protest of any one owner of land owned by two or more persons is presumed to be the protest of all such owners.
 - (2) The written protest must be submitted to the Planning Director, or submitted directly to the Commission or Council prior to the close of the public hearing at which the proposed change of zoning is to be considered.
 - (3) A person who wishes to withdraw a written protest must submit a signed, written request, or a request by email with an electronic signature, for the withdrawal to the Planning Director by the deadline for submitting a written protest. A protest may not be otherwise withdrawn.
- (K) Public Hearing and Approval Process for Text Amendment. The public hearing and approval process for any text amendment to the zoning regulations in this Chapter 2 shall be in accordance with the procedures outlined within Chapter 1, Article 2, Division 3 (Text Amendments).
- (L) Consideration of Previously Denied Amendments. In the event a person desires to submit an application for a change of zoning on a tract of land, or any portion thereof, to which City Council has denied a zoning change within the previous 12 months, the following process shall apply:
- (1) Application. The applicant must clearly indicate whether the request is a reconsideration of a previously denied application, or an application to consider a substantially different proposed land use and plan on the subject property.
 - (2) Consideration of a Different Proposed Land Use and Plan. To be eligible to file an application to consider a different proposed land use and plan on a tract of land, or any portion thereof, to which Council has denied a zoning change within the previous 12

months, the applicant must first provide sufficient evidence demonstrating the new proposed land use and plan are substantially different than the initial application.

- (a) The application for a change of zoning shall not be considered by the Plan Commission or the City Council, unless the City Council first determines in a public hearing that:
 - i. the proposed land use and plan are substantially different than that of the initial application; and
 - ii. the motion to grant a new application is approved by no less than three-fourths votes of the members of the Council then present and voting (but no less than five).
- (b) In the event Council determines the proposed land use and plan are substantially different by the requisite number of votes, the applicant will then be eligible to file a new application with the Planning Department to change the zoning on the subject tract of land.
- (3) Reconsideration of a Zoning Application. If an applicant desires for Council to reconsider a previously denied application, then the following provisions shall apply:
 - (a) The applicant must file the request for reconsideration (and it must be actually received by the Planning Department) within 5 business days following the date on which the initial application was denied.
 - (b) The request for reconsideration shall be scheduled for the next available Regular Meeting of the City Council, after all statutory posting and publication requirements have been satisfied.
 - (c) At the public hearing for reconsideration, the Applicant may only present new evidence that was not presented to the City Council during the original public hearing related to the Applicant's request.
 - (d) A motion to grant reconsideration may only be made by a member of the City Council who voted to deny the initial application. A motion to grant reconsideration may be seconded by any member of the City Council.
 - (e) A motion to grant reconsideration must be approved by no less than three-fourths of the members of the City Council then present and voting (but not less than five).
 - (f) If the Council's initial decision on the original request to change the zoning was made "without prejudice," then the motion to grant reconsideration may be made by any member of the City Council and approved with a simple majority vote (but not less than five).
 - (g) In the event the motion for reconsideration passes by the requisite number of votes, the City Council shall then immediately hold a public hearing to determine the applicant's zoning case on its merits.

(Ordinance 6773 adopted 5/19/15; Ordinance 7079, sec. 19, adopted 8/20/19; Ordinance 7259 adopted 10/12/21; Ordinance 7524 adopted 4/16/2024)

Section 5.02 Appeal Requirements.

- (A) **Who May Appeal.** The applicant may appeal a final decision on an application to the appellate authority designated by this GDC in Table 5-1. Only appeals expressly stated in Table 5-1 are allowed. If an appeal of a decision is not designated on Table 5-1, then no appeal is provided under this GDC.
- (B) **Form of Appeal.** The appeal must contain a written statement of the reasons why the appeal is being made, and must be accompanied by a copy of the application on which the initial decision was rendered. The appeal must also contain any other documents that are required by the City to clarify what is being appealed, and may also include any other documents that support the position of the appellant.
- (C) **Time for Filing Appeal.** A written appeal must be filed with the responsible official within ten calendar days following the date of the final decision on the application.

Table 5-1: Initial Decision-Makers & Appellate Decision-Makers

Type of Application or Petition	Decision-Maker	Appellate Decision-Maker	Further Appeal Decision-Maker
Text Amendment to Any GDC Provision	City Council	—	—
Chapter 1, Article 2, Division 3			
Zoning or Rezoning of Property	City Council	—	—
Chapter 2, Article 2, Division 1, Section 2.05			
Planned Development (PD) Zoning of Property	City Council	—	—
Chapter 2, Article 2, Division 2, Section 2.13			
Specific Use Provision (SUP) Zoning of Property	City Council	—	—
Chapter 2, Article 2, Division 3, Section 2.20			
Zoning Variance Chapter 2, Article 2, Division 5, Section 2.25	BOA	—	—
Preliminary Plat Approval	Planning Director	Plan Commission	—
Chapter 3, Article 2, Division 2, Section 3.09			
Extension of Preliminary Plat Approval	Planning Director	Plan Commission	—
Chapter 3, Article 2, Division 2, Section 3.12			
Final Plat Approval	Planning Director	Plan Commission	—
Chapter 3, Article 2, Division 3, Section 3.16			
Minor Plat Approval	Planning Director	Plan Commission	
Chapter 3, Article 2, Division 4, Section 3.24			

Table 5-1: Initial Decision-Makers & Appellate Decision-Makers

Type of Application or Petition	Decision-Maker	Appellate Decision-Maker	Further Appeal Decision-Maker
Conveyance Plat Approval	Planning Director	Plan Commission	–
Chapter 3, Article 2, Division 5, Section 3.32			
Replat Approval	Planning Director	Plan Commission	–
Chapter 3, Article 2, Division 7, Section 3.39			
Amending Plat Approval	Planning Director	Plan Commission	
Chapter 3, Article 2, Division 7, Section 3.40			–
Plat Vacation Approval	Planning Director	Plan Commission	
Chapter 3, Article 2, Division 7, Section 3.41			
Alley Waiver (4 or fewer lots)	Director of Engineering	Plan Commission	–
Chapter 3, Article 5, Division 6, Section 3.80			
Alley Development Variance (5+ lots)	Plan Commission	City Council	–
Chapter 3, Article 5, Division 6, Section 3.80			
Sidewalk Development Variance	Plan Commission	City Council	–
Chapter 3, Article 5, Division 13, Section 3.93			
Alternative Compliance Request	Planning Director	Plan Commission	City Council –
Chapter 4, Article 1, Division 2, Section 4.07			
Parking Deviation	Planning Director	BOA	–
Chapter 4, Article 2, Division 3, Section 4.20(K)			
Landscaping or Screening Development Variance	Plan Commission	City Council	–
Chapter 4, Article 3, Division 9, Section 4.53			
Sign Variance	Plan Commission	City Council	–
Chapter 4, Article 5, Division 6, Section			

Table 5-1: Initial Decision-Makers & Appellate Decision-Makers

Type of Application or Petition	Decision-Maker	Appellate Decision-Maker	Further Appeal Decision-Maker
4.81 Increased Sign Area (up to 10%) Chapter 4, Article 5, Division 6, Section 4.81	Planning Director	Plan Commission	City Council
Fence Variance Chapter 4, Article 8, Division 2, Section 4.109	BOA	—	—
Proportionality Appeal Chapter 5, Article 1, Division 2, Section 5.07	City Council	—	—
Vested Rights Petition Chapter 5, Article 1, Division 5	Planning Director	Plan Commission	City Council

REPORT & MINUTES

P.C. Meeting, February 10, 2025

3a. APPROVED Hold a public hearing to consider amendments to the plat approval and relevant procedures.

Planning Director, Nabila Nur, provided an overview of the amendments to the plat approval and relevant procedures.

The Commission asked for further clarification on the administrative approval process of the plats going forward.

Staff provided further details on what the administrative approval process consists of.

Motion was made by Commissioner Dalton to close the public hearing and **approve** the amendment as presented with any scrivener's errors corrected. Seconded by Commissioner Paris. **Motion carried: 8 Ayes, 0 Nays.**



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

10.

Meeting Date: 03/04/2025

Title: Boards and Commissions Appointment

Submitted By: Jennifer Stubbs, City Secretary

Issue/Summary

Councilmember B.J. Williams

Jordan Cotton -TIF 2 South Board

Background

Consideration / Recommendation

Attachments

Jordan Cotton



Application for City of Garland Boards and Commissions

First Name:	Jordan	Last Name:	Cotton
Address:	218 Xavier Dr.	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75043
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		5 - 10 years	Length of Garland residency (in years)?
		10+ years	
Email address:			
Do you use, or have you ever used, any of the following:			
<input type="checkbox"/> Facebook <input type="checkbox"/> Twitter <input type="checkbox"/> Instagram <input type="checkbox"/> LinkedIn <input type="checkbox"/> Nextdoor <input type="checkbox"/> TikTok			
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):			
1 st	Garland Cultural Arts Commission	2 nd Choice:	Parks and Recreation Board
		3 rd Choice:	Animal Services Committee
Please list any experience that qualifies you to serve in the areas you have indicated.			
I have worked in Hospitality and Tourism, for the past 12 years and in food and beverage. I bring heavy knowledge and expertise in these areas. For the past 15 years I have worked in the areas arts and culture and am represented by a well known talent agency. I have two children that attend Garland ISD schools and act as a active parent.			
If you have previously served on a City Board or Commission, please specify and list dates of service.			
N/A			
List civic or community projects with which you have been involved.			
N/A			
What is your educational background?			
Dallas Community Colleges, Louisiana State University, KD Acting Studio			
Referred by:		District:	4



Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

1. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

Business entity: Means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or \$5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

2. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Boards and Commissions Application and Disclosure Form to:

City of Garland
City Secretary's Office
PO Box 469002
Garland, TX 75046-9002

Signature: Date: