



AGENDA

REGULAR MEETING OF THE CITY COUNCIL

City of Garland
Council Chambers, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
Tuesday, December 17, 2019
7:00 p.m.

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

Garland City Hall and Council Chambers is wheelchair accessible. Special parking is available on the east side of City Hall and on Austin & State Street west of City Hall.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made.
BRAILLE IS NOT AVAILABLE.



LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

CONSENT AGENDA

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

1. Consider approval of the minutes of the December 3, 2019 Regular Meeting.
2. Consider approval of the following bids:
 - a. New Holland Tractor Bid No. 0224-20

Landmark Equipment \$115,901.80

This request is for the replacement purchase of a New Holland PowerStar 110 Tractor to be utilized by the Parks, Recreation and Cultural Arts Department.

b. Freightliner Truck Chassis **Bid No. 0247-20**

Freightliner of Austin **\$324,800.00**

This request is for the replacement purchase of a truck chassis to be utilized by Garland Power & Light.

c. Design Services for Duck Creek Trail South Extension **Bid No. 0192-20**

BW2 Engineers, Inc. **\$246,050.00**

This request is to provide professional services to design a 12'-wide multi-use trail along Duck Creek in South Garland.

d. Police Ammunition **Bid No. 0228-20**

GT Distributors **\$82,818.80**

Precision Delta Corp. **81,200.00**

TOTAL: **\$164,018.80**

This request is to purchase ammunition for the training of Garland Police Officers in the use of firearms to perform their duties.

e. Fleet Replacement Vehicles for Various Departments **Bid No. 0242-20**

Caldwell Country Chevrolet **\$232,165.00**

This request is for the replacement purchase of nine vehicles to be utilized by various City departments.

f. Replacement Crane **Bid No. 0248-20**

H&E Equipment Services, LLC **\$395,000.00**

This request is for the replacement purchase of a crane to be utilized by the Wastewater Treatment Plants.

g. Fleet Replacement Vehicles for Departments **Bid No. 0258-20**

Sam Pack's Five Star Ford **\$258,479.20**

This request is for the replacement purchase of eight vehicles to be utilized by various City departments.

h. Fleet Replacement Vehicles **Bid No. 0259-20**

Caldwell Country Ford **\$144,975.00**

This request is for the replacement purchase of seven vehicles to be utilized by various City departments.

i. Police Motorcycles **Bid No. 0153-20**

Retail Motorcycle Ventures Inc. **\$165,868.92**

This request is for the replacement purchase of six motorcycles to be utilized by the Police Department.

j. SF6 Gas Recovery Trailer **Bid No. 0190-20**

Dilo Company, Inc. **\$182,375.58**

This request is for the purchase of a new SF6 Gas Recovery Trailer to be utilized by Garland Power & Light.

k. GP&L Storm Damage Repair and Power Restoration Services **Bid No. 0214-20**

Primoris T&D Services, LLC **\$363,962.04**

This request is to approve emergency storm damage repair and power restoration services resulting from the October 20, 2019 tornado.

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

a. Zoning File No. Z 19-03, Environmental Reconstruction Services, Inc. (District 4)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a 1) an Amended Detail Plan and 2) an Amended Specific Use Provision (SUP) for fuel pumps, retail on a property zoned Planned Development (PD) District 83-32 for Community Retail Uses on a 2.8838-acre tract of land zoned Planned Development (PD) District 83-32 for Community Retail Uses and located at 5150 and 5102 Duck Creek Drive; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

b. Zoning File No. Z 19-35, Patricia Ann Jones (District 2)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for a dwelling, accessory-guest house on a 0.172-acre tract of land zoned Single-Family-7 (SF-7) District and located at 718 Carpenter Drive; 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; a Savings Clause, and a Severability Clause; and providing an effective date.

c. Zoning File No. Z 19-36 Rock Ink Tattoos (District 2)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for a tattooing/body piercing establishment on a 0.24-acre tract of land zoned Downtown (DT) District (Uptown (U) Subdistrict) and located at 316 Main Street, Suite 200; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Savings Clause and a Severability Clause; and providing an effective date.

d. Zoning File No. Z 19-32, Masterplan (District 6)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Zoning Change from Industrial (IN) District to a Planned Development (PD) District for Industrial Uses; 2) a Detail Plan for a Recycling Salvage yard (Unlimited Outside Storage); and 3) a Specific Use Provision for a Recycling Salvage Yard (unlimited outside storage) on a 19.8-acre tract of land located at 312 South International Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of

Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; a Savings Clause, and a Severability Clause; and providing an effective date.

4. **Approve by minute action the contract of sale for the 2.146 acres of land and the 0.076-acre access easement at 1700 Block of Spencer Road in Denton, Texas at the City of Garland Spencer Electric Generation Facility for a total monetary compensation of \$298,132.00**

At the November 18, 2019 Work Session, Council considered approving the sale of 2.194 acres of land and an access easement located in Denton, Texas in the 1700 Block of Spencer Road at the City of Garland Spencer Electric Generation Facility.

5. **Consider a resolution agreeing to the sale of certain property located within the City of Garland and owned by taxing authorities including the City of Garland as the result of a tax sale; authorizing the Mayor to execute a Deed Without Warranty; and providing an effective date.**

At the December 2, 2019 Work Session, Council was briefed on the potential sale of property located at 726 Parker Circle. The City of Garland has received an unsolicited offer from Habitat for Humanity of Greater Garland, Inc. related to the purchase of City owned property obtained through a 2019 Sheriff's Sale. Habitat for Humanity of Greater Garland, Inc. has presented an offer of \$25,500 for the property. The City of Garland will receive \$6,348.79 from the proceeds of this sale.

6. **Consider a resolution approving a schedule for meetings of the City Council to be held in Calendar Year 2020; and providing an effective date.**

At the November 4, 2019 Work Session, Council considered the meeting dates for the 2020 calendar year.

7. **Approve by minute action the 2020 Housing Tax Credit process and application.**

At the December 2, 2019 Work Session, Council considered a revised Low Income Housing Tax Credit process for Resolutions of Support for the Texas Department of Housing and Community Affairs Tax Credit Applications.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

Anyone wishing to speak for, against, or on agenda items must fill out a speaker card and give it to the City Secretary before speaking (cards are located at the entrance to the Council Chambers). The Mayor will recognize speakers; he may impose a time limit and may provide for rebuttal. All comments and testimony are to be presented from the podium.

- 8. Consider the adoption of an ordinance appointing judges to the Municipal Court and approving an employment agreement with those persons.**

Due to retirements within the Municipal Court, the City Council has been conducting interviews of candidates for the two full-time judicial positions in Municipal Court. Under State law, judicial appointments to the Garland Municipal Court of Record must be done by ordinance. Additionally, Council is requested to approve the terms of the employment agreement for new judicial appointees.

- 9. Hold public hearings on:**

- a. Consider the application of Market Mission, Inc., requesting approval of a Specific Use Provision for Food Processing and Storage on a property zoned Industrial (IN) District. This property is located at 2960 Market Street. (File No. Z 19-34, District 5)**

The applicant proposes Food Processing and Storage in an existing building.

- b. Consider the application of Afreen Lakhani, requesting approval of a variance to Chapter 2, Article 5, Section 2.55(A) of the Garland Development Code regarding the distance to a church, public school, or public hospital from an establishment that sells or serves alcoholic beverages. This property is located at 723 East Miller Road. (File No. BW 19-03, District 2)**

The applicant requests a variance to allow alcoholic beverages (beer & wine) to be sold at an existing convenience store [On a Run Foods] closer than the required distance of 300 feet from a school.

- 10. Consider appointments to Boards and Commissions.**

Board members are selected for two-year terms by the City Council in August. Terms are usually staggered whereby at least half of the membership has board experience. Board members are appointed based on qualifications.

Council Member Jerry Nickerson

- David Perry - TIF 3 Medical Board

- 11. Citizen comments.**

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

12. Adjourn.

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



GARLAND

City Council Regular Session Agenda

1.

Meeting Date: 12/17/2019

Item Title: Minutes December 3

Submitted By: Rene Dowl, City Secretary, City Secretary

Summary:

Consider approval of the minutes of the December 3, 2019 Regular Meeting.

Attachments

Minutes December 3



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, December 3, 2019, 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 Robert John Smith
Deputy Mayor Pro Tem Robert Vera
Council Member David Gibbons
Council Member Deborah Morris
Council Member Jerry A. Nickerson
Council Member Jim Bookhout
Council Member Rich Aubin
Council Member Dylan Hedrick

Staff Present: City Manager Bryan Bradford
Deputy City Manager Mitch Bates
City Attorney Brad Neighbor
City Secretary Eloyce René Dowl

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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Boy Scout Troop 100 presented the colors and led the Pledge of Allegiance.

Mayor LeMay recognized members of Leadership Garland Class 39.

Amy Dunphy, Health Department, Operations Coordinator, presented the Pet of the Month.

Mayor LeMay recognized the Public & Media Relations Department for their award winning work. Present were: Dorothy White, Director of Public & Media Relations, Dan Bach, Media Relations Manager, Saul Garza, Media Relations Manager, Nick Gibson, Video Production Coordinator, Pedro Hernandez, Video Production Specialist and Ray Leszcynski, Media Relations Manager. Ms. White also acknowledged the following staff members who were unable to be in attendance: Christie Anderson, Graphics Designer, Cassandra Castro, Streets Communications Specialist and Patricia Gonzalez, Graphics Designer.

CONSENT AGENDA

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

Motion was made by Council Member Dylan Hedrick, and seconded by Deputy Mayor Pro Tem Robert Vera to approve the Consent Agenda as presented with the exception of Item 3c, which was pulled by Council Member Aubin for Individual Consideration.

Vote: 9 - 0

1. APPROVED Consider approval of the minutes of the November 19, 2019 Regular Meeting.

2. Consider approval of the following bids:

a. APPROVED 2019 Annual Concrete Contract

Bid No. 0020-20

Tri-Con Services, Inc.

\$3,000,000.00

This request is to provide replacement or repair of concrete paving and structures throughout the city on an as-needed basis. This approval is for a Term Agreement with two (2) optional renewals.

Bid No. 0188-20

This request is to provide right-of-way tree trimming services for the TMPA Jack Creek to Twin Oaks transmission line and TMPA hot spot vegetation management. Tree trimming and vegetation management are performed for safety and reliability purposes and to provide for mandatory clearance between power lines and trees. This is a TMPA expense and will be reimbursed at 100%. An Optional Contingency is included for any additional work that may be required.

Bid No. 0189-20

This request is to provide right-of-way vegetation management services for TMPA capital improvement projects. Vegetation management is performed for safety and reliability purposes and to provide for mandatory clearance between power lines and trees. This approval is for a Term Agreement with four (4) optional renewals. This is a TMPA expense and will be reimbursed at 100%.

Bid No. 0485-19

This request is to approve Change Order #1 to provide additional grounds and landscape maintenance at new or enhanced City facilities. Funding for the new landscape areas was approved by City Council in the 2019-20 budget.

Bid No. 0042-20

This request is to provide civil site construction services for the GP&L Apollo Substation. This is part of the approved Apollo Substation Rebuild CIP project. An Optional Contingency is included for any additional work that may be required.

- f. **APPROVED** **GP&L Nevill Road to Greasewood 345kV
Transmission Line Monopoles** **Bid No. 0076-20**

Techline, Inc.	\$3,505,050.00
Optional Contingency	<u>350,505.00</u>
TOTAL:	\$3,855,555.00

This request is for the purchase of fifty-five (55) steel monopole structures for the Nevill Road to Greasewood 345kV transmission line. This is part of the approved Nevill Road to Greasewood 345kV Transmission CIP project. An Optional Contingency is included for any additional materials that may be required.

- g. **APPROVED** **GP&L Duct Line Improvements for Firewheel
Lofts** **Bid No. 0059-20**

Tri-Con Services, Inc.	\$399,000.00
Optional Contingency	<u>59,850.00</u>
TOTAL:	\$458,850.00

This request is to provide contract labor necessary for the extension of electric feeder NA-2 to the Firewheel Lofts development. This is an approved Distribution Underground CIP project. An Optional Contingency is included for any additional work that may be required.

- h. **APPROVED** **Central Library Life and Safety Renovation** **Bid No. 1096-17**

Hill & Wilkinson General Contractors	\$1,686,176.00
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This request is to approve Change Order #1 to provide construction services for the Central Library Life and Safety Renovation. The project includes upgrading two interior stairwells to bring them up to current Fire Code, resurfacing the parking lot, upgrading and expanding parking lot lighting, adding security cameras and access controls, and upgrading the restrooms.

- i. **APPROVED** **North Garland Avenue Bridge Enhancements** **Bid No. 1166.18**

Ashlar Contracting Company	\$403,972.00
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This request is for the North Garland Avenue Culvert Railing Enhancements at Stream 213.

3. **Public hearing(s) were previously conducted for the following zoning case(s). Council approved the request(s) and instructed staff to bring forth the following ordinance(s) for consideration.**
- a. **APPROVED Consider Various Amendments to the Garland Development Code**
- Ordinance No. 7107** amending the Garland Development Code of the City of Garland, Texas; providing a Savings Clause; providing a penalty under the provisions of Section 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Severability Clause; and setting an effective date. A public hearing was held during the November 19, 2019 Regular City Council meeting and the amendments were approved unanimously.
- b. **APPROVED Consider an ordinance amending Chapter 34, "Planning", of the Code of Ordinances**
- Ordinance No. 7108** amending Chapter 34, "Planning" of the Code of Ordinances of the City of Garland, Texas, to harmonize Chapter 34 with the Garland Development Code; repealing multiple provisions, providing a Savings Clause; providing a penalty under the provisions of Section 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Severability Clause; and setting an effective date. A public hearing was held during the November 19, 2019 Regular City Council meeting and the amendments were approved unanimously.
4. **APPROVED Ordinance No. 7109** permanently rescheduling the first regular meeting in November from Tuesday to Monday
- At its November 18, 2019 Work Session, the City Council considered a report from the Administrative Services Committee. One of the recommendations brought forward by the Committee was the permanent rescheduling of the first Regular Meeting in November of each year in order to avoid conflicts between that meeting and election day.
5. **APPROVED Ordinance No. 7110** approving parking restrictions at Weaver Elementary
- At the November 18, 2019 work session, staff brought additional recommendations regarding the parking restrictions at Weaver Elementary.
6. **APPROVED Authorize the City Manager to enter into an agreement with the North Central Texas Council of Governments to accept funding for Shiloh Road Improvements**
- Council authorized the City Manager to enter into a funding agreement with the NCTCOG. The City of Garland has previously been awarded \$12.5 million for funding through the Regional Transportation Coalition (RTC) for the reconstruction and widening of Shiloh Road between Kingsley Road and Miller Road. The RTC has granted an additional \$6.25 million for this project to the City of Garland for construction of this project. In order to accept the additional funding and have it programed by the NCTCOG, the City of Garland and the NCTCOG must enter into a funding agreement.

7. APPROVED Minute action approving Neighborhood Vitality Matching Grant applications for Hills at Firewheel and Spring Creek Estates

At the November 18 Work Session Council was briefed regarding the 2019 Fall Cycle Neighborhood Vitality Matching Grant applications, which were approved for consideration by the Community Services Committee.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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3c. APPROVED House Conversion File No. HC 19-01, Brian Cole Henson (District 2)

Consider an order for a House Conversion located at 920 West Avenue D, as approved with conditions and modifications with a seven (7) to two (2) vote during the November 19, 2019 Regular City Council meeting.

Council Member Aubin presented comments.

Motion was made by Council Member Dylan Hedrick, and seconded by Mayor Pro Tem Robert John Smith to approve the House Conversion File No. HC 19-01.

Voting in opposition: Deputy Mayor Pro Tem Vera and Council Members Aubin and Bookhout.

Vote: 6 - 3

8. Hold public hearing(s) on:

a. APPROVED Consider the application of Jonathan Alvarez, requesting approval of a variance to Chapter 2, Article 5, Section 2.55(A) of the Garland Development Code regarding the distance between a church, public school, or public hospital and an establishment that sells or serves alcoholic beverages. This property is located at 2030 West Buckingham Road. (File No. BW 19-02, District 8)

The applicant requests a variance to allow alcoholic beverages to be served at an existing restaurant [Mi Pueblito Colombiano] which is closer than the required distance of 300 feet from a school.

The staff report was presented by Will Guerin, Director of Planning. Speaker on this item was Jonathan Alvarez, applicant.

There was discussion by the Council.

Motion was made by Mayor Pro Tem Robert John Smith, and seconded by Council Member Dylan Hedrick to approve the variance.

Vote: 9 - 0

- b. APPROVED Consider the application of Environmental Reconstruction Services, Inc., requesting approval of 1) an amended Detail Plan and 2) an amended Specific Use Provision for Fuel Pumps, Retail on a property zoned Planned Development (PD) District 83-32 for Community Retail Uses. This property is located at 5150 and 5102 Duck Creek Drive. (File No. Z 19-03, District 4)**

The applicant proposes to add two fuel pumps to an existing gas station.

The staff report was presented by Kira Wauwie, Principal Planner. Speaker on this item was Terry Sauls, representative for the applicant.

There was discussion by the Council.

Motion was made by Council Member Jim Bookhout, and seconded by Council Member Jerry A. Nickerson to approve the request as presented.

Vote: 9 - 0

- c. APPROVED Consider the application of Masterplan, requesting approval of 1) a Zoning Change from Industrial (IN) District to a Planned Development (PD) District for Industrial Uses) and 2) a Specific Use Provision for a Recycling Salvage Yard (unlimited outside storage). This property is located at 312 South International Road. (File No. Z 19-32, District 6)**

The applicant proposes to continue the use of the property with an existing recycling salvage yard with outdoor storage. This item is the applicant's Planned Development (PD) and Specific Use Provision (SUP) request.

The staff report was presented by Kira Wauwie, Principal Planner and Will Guerin, Director of Planning. Speakers on the item were: Maxwell Fisher, representing the applicant, Casey Becker and Mikel Shecht, applicants.

There was discussion by the Council.

Motion was made by Deputy Mayor Pro Tem Vera, seconded by Council Member Bookhout to approve a 20 year Specific Use Provision, replace fencing along the northern property line with 8-foot metal fencing, within a six-month timeframe, reduce the stacks to 12-feet in two years, in addition to adhering to all staff recommendations.

Mayor Pro Tem Smith proposed an amendment to remove pile heights and comply with GDC rules, seconded by Council Member Nickerson.

Mayor LeMay called for a recess at 8:56 p.m.

Mayor LeMay reconvened the meeting at 9:10 p.m.

Mayor Pro Tem Smith withdrew his amendment and deferred back to Deputy Mayor Pro Tem Vera.

Deputy Mayor Pro Tem Vera withdrew his original motion.

Motion was made by Deputy Mayor Pro Tem Robert Vera, and seconded by Council Member Jim Bookhout to approve the request with a 20 year Specific Use Provision, with requirements to install an 8-foot metal fence on the north property line, within six months, to include landscape (trees) on the south side, paint the front of the building, two years to reduce the stack heights to 15-feet and adhere to all staff recommendations.

Voting in opposition: Council Member Hedrick.

Vote: 8 - 1

d. APPROVED

Consider the application of Masterplan, requesting approval of a Detail Plan for a Recycling Salvage Yard (unlimited outside storage). This property is located at 312 South International Road. (File No. Z 19-32, District 6)

The applicant proposes to continue the use of the property with an existing recycling salvage yard with outdoor storage. This item serves as the applicant's Detail Plan request.

Motion was made by Deputy Mayor Pro Tem Robert Vera, and seconded by Council Member David Gibbons to approve the Detail Plan for recycling salvage yard as amended in Item 8c.

Vote: 9 - 0

e. APPROVED Consider the application of Rock Ink Tattoos, requesting approval of 1) a Specific Use Provision for Tattooing/Body Piercing Establishment on a property zoned Downtown (DT) District (Uptown Sub-district) and 2) a Major Waiver to Table 7-1 of the Garland Development Code regarding the location and special standards of Tattooing/Body Piercing Establishments. This property is located at 316 Main Street. (File No. Z 19-36, District 2)

The applicant proposes to continue the operation of a Tattooing / Body Piercing Establishment, for which a Specific Use Provision was previously approved for a term of three (3) years.

The staff report was presented by Kimberly Hopkins, Development Planner. Speakers on this item were: Lucas Cervellini, applicant and Robert Smith, property owner.

There was discussion by the Council.

Motion was made by Council Member Deborah Morris, and seconded by Council Member Rich Aubin motion to approve the application, extending the Specific Use Provision from five to 10 years.

Voting in opposition: Council Member Bookhout.

Vote: 8 - 1

- f. **APPROVED** Consider the application of Patricia Ann Jones, requesting approval of a Specific Use Provision for a Guest House on a property zoned Single-Family-7 (SF-7) District. This property is located at 718 Carpenter Drive. (File No. Z 19-35, District 2)

The applicant proposes to convert an existing accessory building into a Guest House.

The staff report was presented by Nabiha Ahmed, Development Planner and Will Guerin, Director of Planning. Speaker on this item: Patricia Ann Jones, applicant.

There was discussion by the Council.

Motion was made by Council Member Deborah Morris, and seconded by Council Member Jerry A. Nickerson to approve with a Specific Use Provision for five years.

Voting in opposition: Council Members Aubin and Gibbons.

Vote: 7 - 2

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

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

10. **Adjourn:** There being no further business to come before the City Council, Mayor LeMay adjourned the meeting at 10:08 p.m.

Submitted By:

Scott LeMay, Mayor

Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. a.

Meeting Date: 12/17/2019

Item Title: New Holland Tractor

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0224-20

Purchase Justification:

This request is for the replacement purchase of a New Holland PowerStar 110 Tractor to be utilized by the Parks, Recreation and Cultural Arts Department.

Evaluation:

The tractor is available from Landmark Equipment through the BuyBoard Cooperative Purchasing Contract 529-17.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Landmark Equipment	All	\$115,901.80
TOTAL:		\$115,901.80

Basis for Award: Cooperative Purchase

Purchase Requisition #: 42704

Fiscal Impact

Total Project/Account: \$393,577
Expended/Encumbered to Date: 197,549
Balance: \$196,028
This Item: 115,902
Proposed Balance: \$80,126
Account #: 100-2412-9007
Fund/Dept/Project – Description and Comments:

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2019-20

Document Location: Page 135

Budget Director Approval: Ron Young

Approval Date: 12/06/2019

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/05/2019



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. b.

Meeting Date: 12/17/2019

Item Title: Freightliner Truck Chassis

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0247-20

Purchase Justification:

This request is for the replacement purchase of a truck chassis to be utilized by Garland Power & Light.

Evaluation:

The truck chassis is available from Freightliner of Austin through the BuyBoard Cooperative Purchasing Contract 601-19.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Freightliner of Austin	All	\$324,800.00
TOTAL:		\$324,800.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 42705

Fiscal Impact

Total Project/Account: \$335,000
Expended/Encumbered to Date: 1,226
Balance: \$333,774
This Item: 324,800
Proposed Balance: \$8,974
Account #: 210-3599-3144601-9009
Fund/Dept/Project – Description and Comments:

Electric CIP / 2019 Transmission Lines Program
2021 Freightliner 114SD Truck Cab/Chassis - \$324,800
Replacement for Unit No. 350-352

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2019

Document Location: CIP - Page E01

Budget Director Approval: Ron Young

Approval Date: 12/06/2019

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/05/2019



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. c.

Meeting Date: 12/17/2019

Item Title: Design Services for Duck Creek Trail South Extension

Submitted By: Andy Hesser, Managing Director

Bid Number: 0192-20

Purchase Justification:

This request is to provide professional services to design a 12'-wide multi-use trail along Duck Creek in South Garland. The trail is planned to connect Garland residents to an existing trail project that connects to the city of Mesquite on the west and to the town of Sunnyvale limits to the east. This trail will also provide residents in the area with connections to a DART transit station, an elementary school, a City park and commercial centers. This project has been submitted to Dallas County for consideration in the MCIP 7th Call for Projects for grant funding assistance.

Evaluation:

BW2 Engineers, Inc., was selected as the Most Qualified firm for this project from the RFQ 0212-19 short list.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
BW2 Engineers, Inc.	1	\$246,050.00
TOTAL:		\$246,050.00

Basis for Award: Most Qualified

Purchase Requisition #: 42660

Fiscal Impact

Total Project/Account:	\$1,490,026
Expended/Encumbered to Date:	55,798
Balance:	\$1,434,228
This Item:	246,050

Proposed Balance: \$1,188,178
Account #: 235-4149-3218100-7101

Fund/Dept/Project – Description and Comments:

Wastewater Collection CIP / Duck Creek Greenbelt Trail (South) Extension

This project will be managed by the Parks, Recreation and Cultural Arts Department.

Attachments

Bid Recap
Layout Diagram

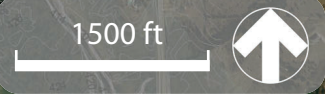
Fiscal Reference:

Budget Type: CIP
Fiscal Year: 2019
Document Location: CIP - Page WW10

Budget Director Approval:	Ron Young	Approval Date: 12/06/2019
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 12/05/2019



Duck Creek South Extension





**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. d.

Meeting Date: 12/17/2019

Item Title: Police Ammunition

Submitted By: Jeffrey Bryan, Chief of Police

Bid Number: 0228-20

Purchase Justification:

This request is to purchase ammunition for the training of Garland Police Officers in the use of firearms to perform their duties. The firearms proficiency test is mandated by the Texas Commission on Law Enforcement (TCOLE), a regulatory agency for the State of Texas.

Evaluation:

The ammunition is available from GT Distributors through the BuyBoard Cooperative Purchasing Contract 524-17 and Precision Delta Corp. through the Texas SmartBuy Cooperative Purchasing Contract 680-A1.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
GT Distributors	1	\$82,818.80
Precision Delta Corp.	2	81,200.00
TOTAL:		\$164,018.80

Basis for Award: Cooperative Purchase

Purchase Requisition #: 42736/42737

Fiscal Impact

Total Project/Account:	206,095
Expended/Encumbered to Date:	0
Balance:	206,095
This Item:	164,019
Proposed Balance:	42,076
Account #:	100-1271-6077 and 921-9211-6077

Fund/Dept/Project – Description and Comments:

This request is to purchase ammunition for the training of Garland Police Officers in the use of firearms to perform their duties. The FY 2019-20 Adopted Budget has funding for ammunition in both the General Fund and Narcotic Seizure Fund.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2019-20

Document Location: Pages 79 & 190

Budget Director Approval: Ron Young Approval Date: 12/06/2019

Purchasing Director Approval: Gary L. Holcomb Approval Date: 12/05/2019



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. e.

Meeting Date: 12/17/2019

Item Title: Fleet Replacement Vehicles for Various Departments

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0242-20

Purchase Justification:

This request is for the replacement purchase of nine (9) vehicles to be utilized by various City departments.

Evaluation:

These vehicles are available from Caldwell Country Chevrolet through the BuyBoard Cooperative Purchasing Contract 601-19 and the Tarrant County Cooperative Purchasing Contract 2019-041.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Caldwell Country Chevrolet	All	\$232,165.00
TOTAL:		\$232,165.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 42734

Fiscal Impact

Total Project/Account:	\$1,566,070
Expended/Encumbered to Date:	87,950
Balance:	\$1,478,120
This Item:	232,165
Proposed Balance:	\$1,245,955
Account #:	444-1403-9009, 444-2412-9009, 444-4034-9009, 444-4921-9009, 444-4223-9009, 822-8253-3920320-9009

Fund/Dept/Project – Description and Comments:Equipment Replacement Fund:

Engineering Department	=	\$54,270
Parks, Recreation & Cultural Arts	=	29,985
Water Utility	=	52,420
Wastewater Treatment	=	51,910
Customer Service	=	26,210
Buyboard Fee	=	400

Housing Assistance Fund:

Garland Housing Agency	=	\$16,970
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AttachmentsBid Recap

Fiscal Reference:

Budget Type:	Operating Budget
Fiscal Year:	2019-20
Document Location:	Oper. Budget - Pages 182 and 269

Budget Director Approval:	Ron Young	Approval Date: 12/06/2019
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 12/05/2019

CITY OF GARLAND - BID RECAP SHEET OPENED: N/A REQ. NO. PR 42734 BID NO. 0242-20 PAGE: 1 of 1 BUYER: Teresa Smith				Caldwell Country Chevrolet							
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	2	ea	2020 Chevrolet Silverado 1500. double cab, 5.3L V8 engine, per COG specifications	\$27,135.00	\$54,270.00						
2	1	ea	2020 Chevrlt Silverado 2500 HD, regular cab, 6.6L V8 engine, per COG specifications	\$29,985.00	\$29,985.00						
3	3	ea	2020 Chevrolet Traverse LS, 8-passenger, 3.6L V6 engine, per COG specifications	\$26,210.00	\$78,630.00						
4	1	ea	2020 Chevrolet Silverado 1500, double cab, 4.3L V6 engine, per COG specifications	\$25,975.00	\$25,975.00						
5	1	ea.	2020 Chevrolet Colorado, double cab, 4x2, 3.6L V6 engine, per COG specifications	\$25,935.00	\$25,935.00						
6	1	ea.	2020 Chevrolet Malibu LS, 1.5L Turbo, 4 cyl., Engine, 6-spd, per COG specifications	\$16,970.00	\$16,970.00						
7	1	ea.	BuyBoard Fee	\$400.00	\$400.00						
TOTAL GROSS PRICE				\$232,165.00							
CASH DISCOUNT											
TOTAL NET PRICE				\$232,165.00							
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											
NEXT LOW: LOW: _____ SAVINGS: \$0.00				n/a # IonWave Notifications n/a # IonWave HUBS n/a # Direct Contact HUBS n/a # HUBS Responded		All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. <u>The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.</u>					



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. f.

Meeting Date: 12/17/2019

Item Title: Replacement Crane

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0248-20

Purchase Justification:

This request is for the replacement purchase of a crane to be utilized by the Wastewater Treatment Plants.

Evaluation:

The crane is available from H&E Equipment Services, LLC, through the BuyBoard Cooperative Purchasing Contract 597-19.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
H&E Equipment Services, LLC	All	\$395,000.00
TOTAL:		\$395,000.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 42727

Fiscal Impact

Total Project/Account: \$670,556
Expended/Encumbered to Date: 51,910
Balance: \$618,646
This Item: 395,000
Proposed Balance: \$223,646
Account #: 444-4233-9009
Fund/Dept/Project – Description and Comments:

Equipment Replacement Fund
Wastewater Treatment = \$395,000

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2019-20

Document Location: Oper. Budget - Page 269

Budget Director Approval: Ron Young Approval Date: 12/06/2019

Purchasing Director Approval: Gary L. Holcomb Approval Date: 12/05/2019



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. g.

Meeting Date: 12/17/2019

Item Title: Fleet Replacement Vehicles for Departments

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0258-20

Purchase Justification:

This request is for the replacement purchase of eight (8) vehicles to be utilized by various City departments.

Evaluation:

These vehicles are available from Sam Pack's Five Star Ford through the Texas SmartBuy Cooperative Purchasing Contract 070-A1 and the Tarrant County Cooperative Purchasing Contract 2019-041.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Sam Pack's Five Star Ford	All	\$258,479.20
TOTAL:		\$258,479.20

Basis for Award: Cooperative Purchase

Purchase Requisition #: 42740

Fiscal Impact

Total Project/Account:	\$1,465,558
Expended/Encumbered to Date:	279,955
Balance:	\$1,185,603
This Item:	258,480
Proposed Balance:	\$927,123
Account #:	444-1403-9009, 444-1812/1822-9009, 444-1321-9009, 444-1311-9009, 444-2421-9009, 100-1245-9009

Fund/Dept/Project – Description and Comments:Equipment Replacement Fund:

Engineering Department	=	\$ 39,861
Code Compliance	=	82,247
Fire Department	=	66,318
Parks, Recreation & Cultural Arts	=	30,248

General Fund

Police Department	=	<u>\$ 39,806</u>
TOTAL	=	\$258,480

AttachmentsBid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2019-20

Document Location: Op. - Page 79 and 269

Budget Director Approval: Ron Young

Approval Date: 12/06/2019

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/05/2019



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. h.

Meeting Date: 12/17/2019

Item Title: Fleet Replacement Vehicles

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0259-20

Purchase Justification:

This request is for the replacement purchase of seven (7) vehicles to be utilized by various City departments.

Evaluation:

These vehicles are available from Caldwell Country Ford through the BuyBoard Cooperative Purchasing Contract 601-19.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Caldwell Country Ford	All	\$144,975.00
TOTAL:		\$144,975.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 42731

Fiscal Impact

Total Project/Account: \$899,929
Expended/Encumbered to Date: 177,985
Balance: \$721,944
This Item: 144,975
Proposed Balance: \$576,969
Account #: 444-1701-9009, 444-1912-9009, 444-1911-9009,
444-2421-9009, 444-4122-9009

Fund/Dept/Project – Description and Comments:

Equipment Replacement Fund:

Transportation Department	=	\$ 23,480
Health Department	=	78,919
Parks, Recreation & Cultural Arts	=	21,088
Wastewater Collection	=	21,088
Buyboard Fee	=	<u>400</u>
TOTAL	=	\$144,975

Attachments

Bid Recap

Fiscal Reference:

Budget Type:	Operating Budget
Fiscal Year:	2019-20
Document Location:	Oper. Budget - Page 269

Budget Director Approval: Ron Young Approval Date: 12/06/2019

Purchasing Director Approval: Gary L. Holcomb Approval Date: 12/05/2019



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. i.

Meeting Date: 12/17/2019

Item Title: Police Motorcycles

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0153-20

Purchase Justification:

This request is for the replacement purchase of six (6) motorcycles to be utilized by the Police Department.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. One (1) bid was received and evaluated with Retail Motorcycle Ventures Inc. submitting the Straight Low Bid.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Retail Motorcycle Ventures Inc.	All	\$165,868.92
TOTAL:		\$165,868.92

Basis for Award: Straight Low Bid

Purchase Requisition #: 42713

Fiscal Impact

Total Project/Account: \$2,423,736 *

Expended/Encumbered to Date: 2,171,148

Balance: \$252,588

This Item: 165,869

Proposed Balance: \$86,719

Account #: 444-1245-9009

Fund/Dept/Project – Description and Comments:

Equipment Replacement Fund / Police Department

6 Replacement Motorcycles = \$165,868.92 (\$27,644.82 each)

* The Total Project/Account Appropriation includes \$1,935,051 for the replacement of 40 Tahoes and \$165,869 for the replacement of six (6) motorcycles. A budget amendment to the Equipment Replacement Fund FY 2019-20 Adopted Budget will be brought for City Council consideration at a future date to appropriate \$2,100,920 for replacement equipment for the Police Department.

Attachments

Bid Recap

Fiscal Reference:

Budget Type:	Operating Budget
Fiscal Year:	2019-20
Document Location:	Oper. Budget - Page 269

Budget Director Approval:	Ron Young	Approval Date: 12/06/2019
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 12/05/2019



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. j.

Meeting Date: 12/17/2019

Item Title: SF6 Gas Recovery Trailer

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0190-20

Purchase Justification:

This request is for the purchase of a new SF6 Gas Recovery Trailer to be utilized by Garland Power & Light.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. One (1) bid was received and evaluated with Dilo Company, Inc., submitting the Straight Low Bid.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Dilo Company, Inc.	All	\$182,375.58
TOTAL:		\$182,375.58

Basis for Award: Straight Low Bid

Purchase Requisition #: 42706

Fiscal Impact

Total Project/Account: \$182,376
Expended/Encumbered to Date: 0
Balance: \$182,376
This Item: 182,376
Proposed Balance: \$0
Account #: 211-3731-9007
Fund/Dept/Project – Description and Comments:

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2019-20

Document Location: Oper. Budget - Page 232

Budget Director Approval: Ron Young

Approval Date: 12/06/2019

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/05/2019



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. k.

Meeting Date: 12/17/2019

Item Title: GP&L Storm Damage Repair and Power Restoration Services

Submitted By: Steve Martin, Transmission Director

Bid Number: 0214-20

Purchase Justification:

This request is to approve emergency storm damage repair and power restoration services resulting from the October 20, 2019 tornado. The GP&L transmission system suffered significant damage requiring replacement of transmission structures, installation of new conductor and removal of damaged infrastructure.

Evaluation:

Primoris T&D Services, LLC, performed the damage repair and power restoration services as an emergency.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Primoris T&D Services, LLC	All	\$363,962.04
TOTAL:		\$363,962.04

Basis for Award: Emergency

Purchase Requisition #: 42703

Fiscal Impact

Total Project/Account:	\$600,000
Expended/Encumbered to Date:	41,713
Balance:	\$558,287
This Item:	363,962
Proposed Balance:	\$194,325
Account #:	215-3599-3138701-7111

Fund/Dept/Project – Description and Comments:Electric CIP / 2019 Transmission Lines Program

AttachmentsBid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2019

Document Location: CIP - Page E01

Budget Director Approval: Ron Young

Approval Date: 12/09/2019

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/06/2019



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. a.

Meeting Date: 12/17/2019

Item Title: Z 19-03 Environmental Reconstruction Services, Inc. (District 4)

Submitted By: Kira Wauwie, Principal Development Planner

Summary of Request/Problem

Zoning Ordinance Z 19-03 Environmental Reconstruction Services, Inc.

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Attachments

Z 19-03 Ordinance

Z 19-03 Exhibit A

Z 19-03 Exhibit B

Z 19-03 Exhibit C

Z 19-03 Exhibit D

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A 1) AN AMENDED DETAIL PLAN AND 2) AN AMENDED SPECIFIC USE PROVISION (SUP) FOR FUEL PUMPS, RETAIL ON A PROPERTY ZONED PLANNED DEVELOPMENT (PD) DISTRICT 83-32 FOR COMMUNITY RETAIL USES ON A 2.8838-ACRE TRACT OF LAND ZONED PLANNED DEVELOPMENT (PD) DISTRICT 83-32 FOR COMMUNITY RETAIL USES AND LOCATED AT 5150 AND 5102 DUCK CREEK DRIVE; 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 11th day of November, 2019, the Plan Commission did consider and make recommendations on a certain request for approval of a 1) an amended Detail Plan and 2) an amended Specific Use Provision (SUP) for Fuel Pumps, Retail by **Environmental Reconstruction Services, Inc.**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving 1) an amended Detail Plan and 2) an amended Specific Use Provision (SUP) for Fuel Pumps, Retail on a 2.8838-acre tract of land located at 5150 and 5102 Duck Creek Drive and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

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

Section 3

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

Section 4

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 Exhibit B 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 Exhibit B of 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.

ZONING FILE NO. Z 19-03

PASSED AND APPROVED this _____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

ZONING FILE Z 19-03

Being Lot 1, Block 1, Oates Shopping Plaza, an addition in the City of Garland, Dallas County, Texas, according to the plat recorded in Volume 83133, Page 0298, Map Records, Dallas County, Texas, containing 2.8838 acres of land more or less.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 19-03

5150 and 5102 Duck Creek Drive

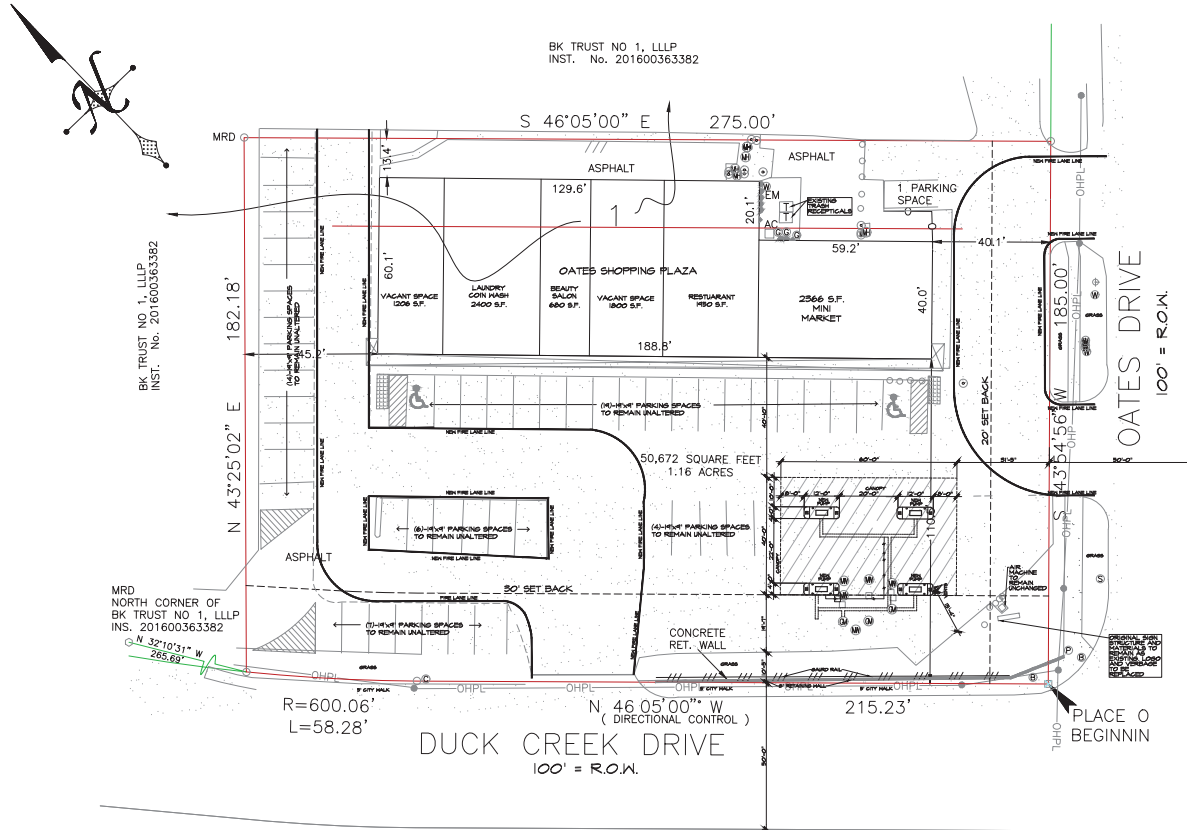
- I. Statement of Purpose:** The purpose of this Planned Development (PD) is for a Revised Detail Plan and Conditions including an Amended Specific Use Provision with the addition of two fuel dispensing pumps for an existing Fuel Pumps, Retail use.
- II. Statement of Effect:** This Planned Development (PD) shall not affect any regulation found in the Garland Development Code Ordinance No. 6773, and Planned Development (PD) District 83-32 as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Planned Development (PD) District 83-32 and the Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
 - A. Detail Plan:** Development is to be in general conformance with the Site Plan and Elevations set forth in Exhibits C and D. In the event of conflict between the conditions and Detail Plan, the conditions listed below are to apply.
- V. Specific Conditions:**
 - A. Site Plan:** Site development shall be in conformance to the site plan reflected on Exhibit C.
 - B. Elevations:** Elevations shall be in conformance to the elevations reflected on Exhibit D.
 - C. Signs:** All signs shall comply with the requirements of the Garland Development Code. Signs shown on the Exhibits are for illustrative purposes only.

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 19-03

5150 and 5102 Duck Creek Drive

- II. Statement of Purpose:** The purpose of this Specific Use Provision is to allow the addition of two fuel dispensing pumps for an existing Fuel Pumps, Retail use.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- VI. General Regulations:** All regulations of the Planned Development (PD) District 83-32 and the Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- VII. Specific Regulations:**
- A. SUP Time Period: The Specific Use Provision for Fuel Pumps, Retail shall be in effect for a period of twenty (20) years.



LOT AREA CALCULATIONS	
TOTAL LOT AREA = 56,912 SQ. FT.	
LOT COVERAGE NEW GARAGES (288) AND EXISTING BUILDINGS (4) = 10,917 SQ. FT.	
LOT COVERAGE % TOTAL = 19.18%	
OPEN SPACE AND % = 45,995 SQ. FT. (80.82%)	
LANDSCAPED AREA AND % = 4,095 SQ. FT. (7.20%)	
OPEN SPACE AND % = 41,900 SQ. FT. (73.62%)	
IMPERVIOUS COVERAGE = 56,917 SQ. FT. (99.99%)	

OATES SHOPPING PLAZA (PD 83-32) PROPOSED PLAN
PHASE II TRACT OF LOT 1/ BLOCK 1 - (PD 83-32)

SCALE: 1" = 30'

OWNER - KATHY CHV - (972-240-7851) GARLAND, TX
APPLICANT - E.R.S. - TERRY SAULS - (972-524-7851) PRINCETON, TX
PLAN PREPARER - K.D.S. - CURTIS NELSON - (214-510-8450) WYLLIE, TX

EXHIBIT C

DATE 10/14/18
Red Line
NAME ON
REVISIONS
12/1/18
2/1/19

FUEL SYSTEM ADDITION
Environmental Reconstruction Services
5150 Duck Creek Drive
Garland, Texas 75042 - Dallas County

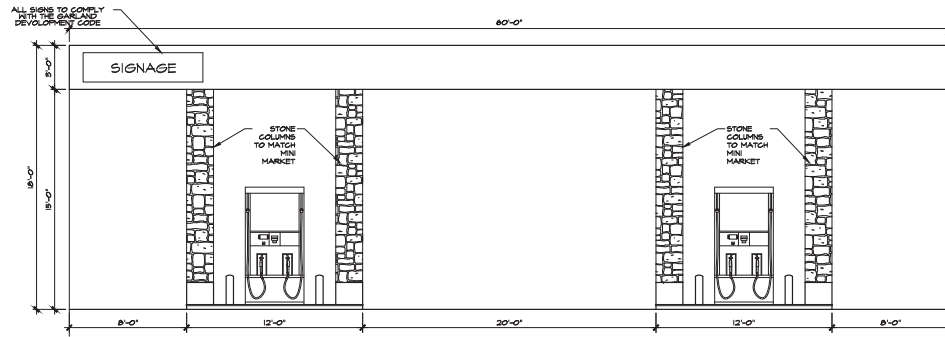


KINGDOM DESIGN GROUP

DESIGN - REMODELS - PLANNING - INTERIORS - DETAILS
102 ROLLING MEADOW, WYLLIE, TX 75098 - (214) 310-8950

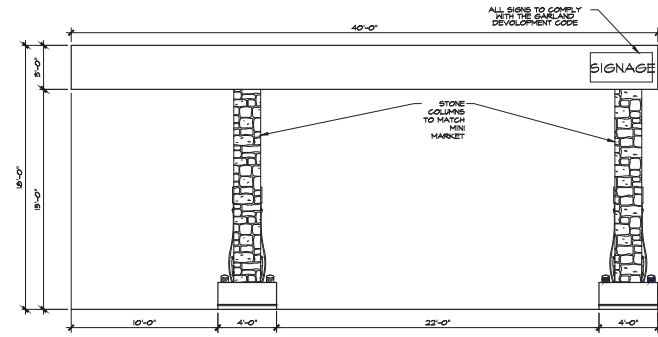
GENERAL NOTES

1) ALL SIGNS TO COMPLY WITH THE "GARLAND DEVELOPMENT CODE"



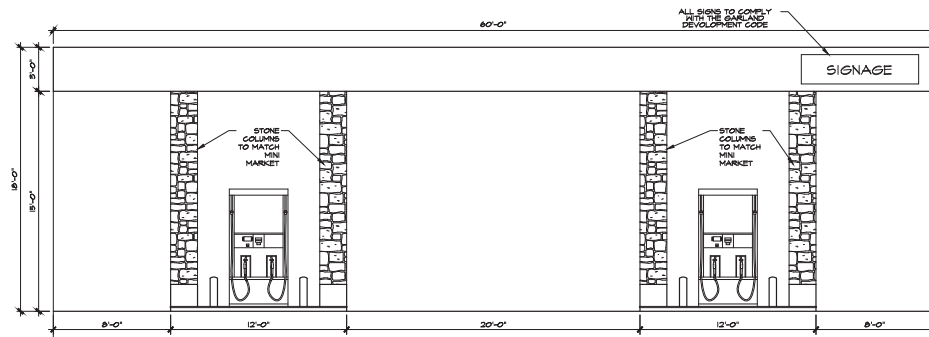
NORTHEAST ELEVATION

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



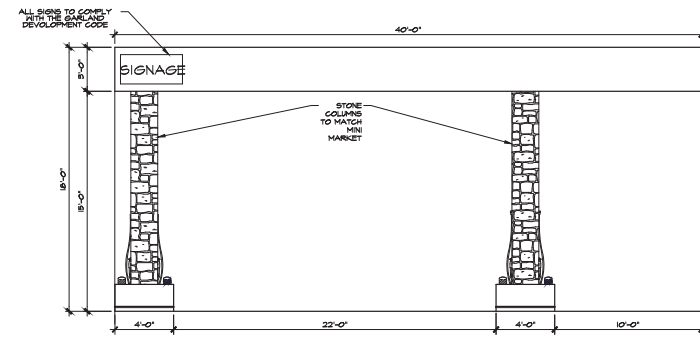
NORTHWEST ELEVATION

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



SOUTHWEST ELEVATION

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



SOUTHEAST ELEVATION

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

EXHIBIT D

DATE 10/14/18
Red Line
NAME CA
REVISIONS
1/2/14
4/5/14

FUEL SYSTEM ADDITION
Environmental Reconstruction Services
5150 Duck Creek Drive
Garland, Texas 75043 - Dallas County



KINGDOM DESIGN GROUP
DESIGN • REMODELS • PLANNING • INTERIORS • DETAILS
102 ROLLING MEADOW, WYLLIE, TX 75088 - (214) 310-8850

A5
6 of 11
JOB # 218014



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. b.

Meeting Date: 12/17/2019

Item Title: Z 19-35 Patricia Ann Jones (District 2)

Submitted By: Nabiha Ahmed, Development Planner

Summary of Request/Problem

Zoning Ordinance Z 19-35 Patricia Ann Jones

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Attachments

Z 19-35 Ordinance

Z 19-35 Exhibit A

Z 19-35 Exhibit B

Z 19-35 Exhibit C

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PROVISION FOR A DWELLING, ACCESSORY-GUEST HOUSE ON A 0.172-ACRE TRACT OF LAND ZONED SINGLE-FAMILY-7 (SF-7) DISTRICT AND LOCATED AT 718 CARPENTER DRIVE; 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; A SAVINGS CLAUSE, AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 11th day of November, 2019, the Plan Commission did consider and make recommendations on a certain request for approval of a Specific Use Provision for a Dwelling, Accessory-Guest House by **Patricia Ann Jones**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving a Specific Use Provision for a Dwelling, Accessory-Guest House on a 0.172-acre tract of land zoned Single-Family-7 (SF-7) District and located at 718 Carpenter Drive and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

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

Section 3

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

Section 4

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 Exhibit B 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 Exhibit B of 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.

ZONING FILE NO. Z 19-35

PASSED AND APPROVED this _____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

ZONING FILE Z 19-35

BEING A 0.172-ACRE TRACT OF LAND LOCATED AT 718 CARPENTER
DRIVE IN THE CITY OF GARLAND, TEXAS, AND BEING LOT 30, BLOCK
8, OF STAR CREST ESTATES NO. 3, AN ADDITION TO THE CITY OF
GARLAND, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 49, PAGE 183, OF THE OFFICIAL PUBLIC RECORDS OF DALLAS
COUNTY, TEXAS.

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 19-35

718 Carpenter Drive

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Dwelling, Accessory-Guest House.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulations found in the Garland Development Code, Ordinance No. 6773, as amended prior to the adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Single-Family-7 (SF-7) District as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- Site Layout: The site shall be in general conformance with the approved Site Plan labeled Exhibit C. In the event of conflict between the conditions and the site plan, the written conditions listed below are to apply.
- V. Specific Use Provision:**
- A. SUP Time Period: The Specific Use Provision for a Dwelling, Accessory-Guest House shall be in effect for a period of five (5) years.

SURVEY PLAT

CE 190808.3

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 718 CARPENTER DRIVE, in the city of GARLAND, Texas Lot No. 30 Block No. 8 of STAR CREST ESTATES NO. 3 an Addition to the City of GARLAND, Texas, according to the MAP thereof recorded in Volume 19 Page 163 of the MAP Records of DALLAS County, Texas.

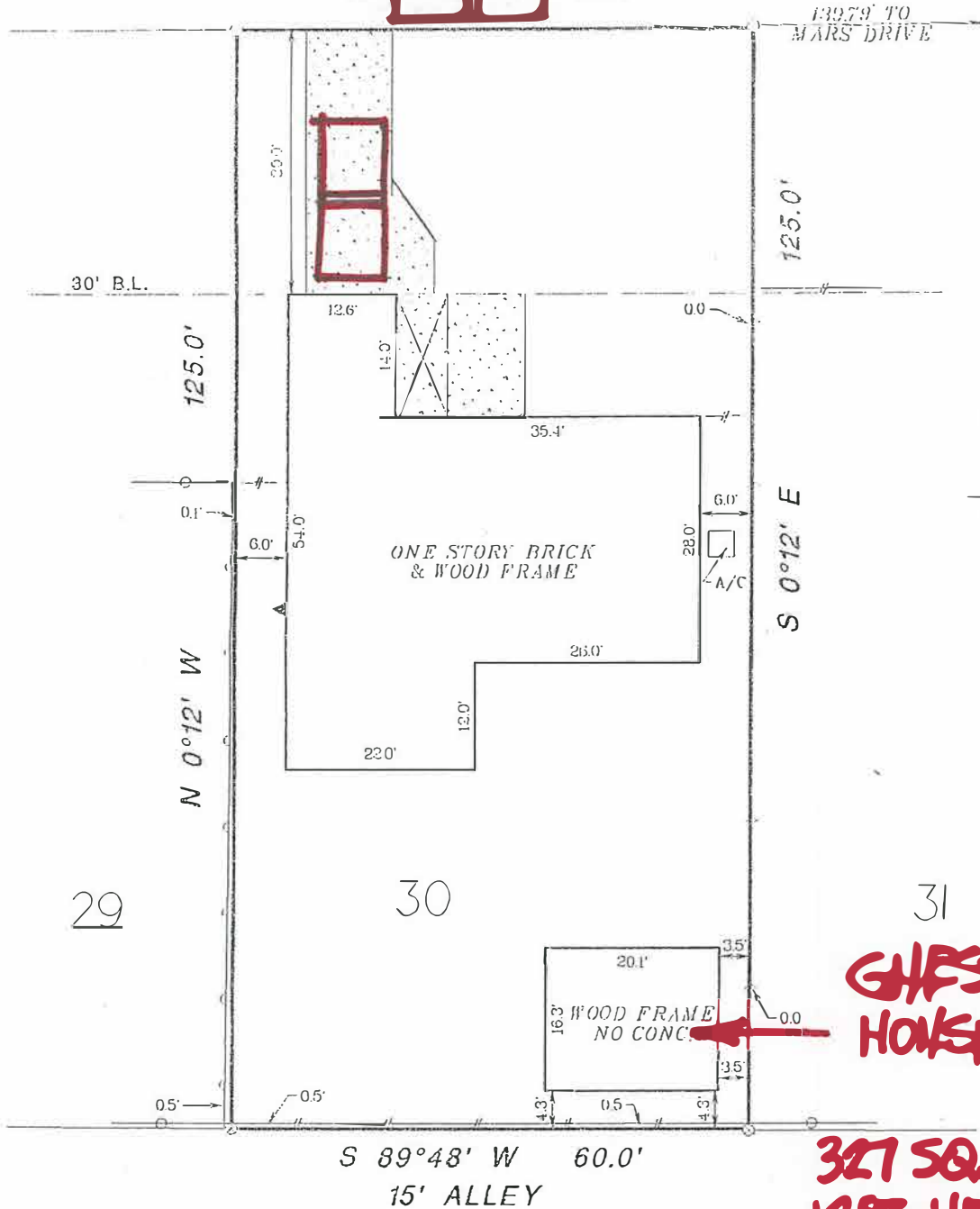
Main Structure Measurements

31.7' x 28' = 887.6 sq.ft.
3.6' x 23.5' = 84.6 sq.ft.
12.6' x 24.7' = 311.2 sq.ft.
Total Area: 1,283 sq.ft.

CARPENTER DRIVE

(50' R.O.W.)

N 9°46' E 60.0'



**327 SQ. FT.
12 FT. HEIGHT**

NOTE: BEARINGS ARE BASED ON RECORDED PLAT

NOTE: According to the F.I.R.M. in Community Panel No. 485471 0020 D, this property does lie in Zone A and does not lie within the 100 year flood zone.

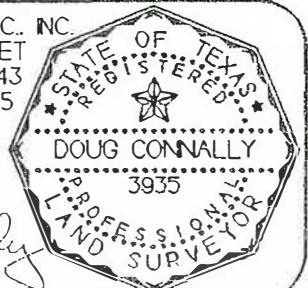
To REPUBLIC Title Company in connection with the transaction described in GF 97R05221 LNLJ

Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersign, and the plat hereon is a correct and accurate representation of the property lines and dimensions as indicated; location and types of buildings are as shown; as EXCEPT AS SHOWN all improvements are located within the boundaries the distance indicated and there are no visible and apparent encroachments or protrusions on the ground.

Drawn by: TIM
Scale: 1"=20'
Date: 8-29-97
Borrower: JONES
Job No. 975847-1

LEGEND	
○ 1/2" IRON ROD FOUND	● POWER POLE
⊗ 1/2" IRON ROD SET	■ BRICK COLUMN
○ 1" PIPE FOUND	—○— CHAIN LINK FENCE
□ FENCE POST CORNER	—//— WOOD FENCE
⊠ FOUND IN CONCRETE	—x— RAPPED WIRE FENCE
△ UNDERGROUND ELECTRIC	— — IRON FENCE
△ OVERHEAD ELECTRIC	— — CONCRETE
	— — COVERED AREA
	— — EDGE ASPHALT PAVING
	— — OVERHEAD ELECTRIC SERVICE
	— — OVERHEAD POWER LINE

DOUG CONNALLY & ASSOC., INC.
9726 SKILLMAN STREET
DALLAS, TEXAS 75243
PHONE: (214) 349-9485
FAX: (214) 349-2216



Doug Connally

RECEIVED SEP 3 0 2019

EXHIBIT C



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. c.

Meeting Date: 12/17/2019

Item Title: Z 19-36 Rock Ink Tattoos (District 2)

Submitted By: Kimberly Hopkins, Development Planner

Summary of Request/Problem

Zoning Ordinance Z 19-36 Rock Ink Tattoos

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Attachments

Z 19-36 Ordinance

Z 19-36 Exhibit A

Z 19-36 Exhibit B

Z 19-36 Exhibit C

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PROVISION FOR A TATTOOING/BODY PIERCING ESTABLISHMENT ON A 0.24-ACRE TRACT OF LAND ZONED DOWNTOWN (DT) DISTRICT (UPTOWN (U) SUB-DISTRICT) AND LOCATED AT 316 MAIN STREET, SUITE 200; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 11th day of November, 2019, the Plan Commission did consider and make recommendations on a certain request for approval of a Specific Use Provision for a Tattooing/Body Piercing Establishment made by **Rock Ink Tattoos**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving a Specific Use Provision for a Tattooing/Body Piercing Establishment on a 0.24-acre tract of land zoned Downtown (DT) District (Uptown (U) Sub-District) and located at 316 Main Street, Suite 200 and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

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

Section 3

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

Section 4

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 Exhibit B 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 Exhibit B of 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.

ZONING FILE NO. Z 19-36

Section 7

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

PASSED AND APPROVED this _____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

ZONING FILE Z 19-36

BEING A TRACT OF LAND SITUATED IN THE JOEL CRUMPACKER SURVEY, ABSTRACT NO. 328, CITY OF GARLAND, DALLAS COUNTY, TEXAS, BEING A PART OF BLOCK 2 OF THE TOWN OF DUCK CREEK, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 82, PAGE 352, MAP RECORDS, DALLAS COUNTY, TEXAS BEING THAT SAME TRACT OF LAND CONVEYED TO HEAD INVESTMENTS CO., A TEXAS CORPORATION, EIGHTH TRACT, BY WARRANTY DEED RECORDED IN VOLUME 76215, PAGE 2286, DEED RECORDS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A MAG NAIL SET FOR CORNER AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF FOURTH STREET (PUBLIC RIGHT-OF-WAY) AND THE SOUTH RIGHT-OF-WAY LINE OF MAIN STREET (A CALLED 60 FOOT RIGHT-OF-WAY);

THENCE EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MAIN STREET, A DISTANCE OF 92.00 FEET TO A POINT FOR CORNER ON THE NORTH LINE OF A TRACT OF LAND CONVEYED DELMAR PARTNERS, LP, A TEXAS LIMITED LIABILITY PARTNERSHIP BY DEED RECORDED IN INSTRUMENT NO. 20080027053, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, FROM WHICH AN "X" FOUND FOR WITNESS BEARS WEST, A DISTANCE OF 10.00' FEET, SAID "X" BEING CALLED THE NORTHWEST CORNER OF SAID DELMAR PARTNERS TRACT;

THENCE SOUTH 25 DEGREES 27 MINUTES 48 SECONDS WEST, ALONG THE EAST LINE OF HEREIN DESCRIBED TRACT, A DISTANCE OF 23.26 FEET TO A POINT FOR CORNER FROM WHICH SAID "X" FOUND FOR WITNESS, CALLED THE NORTHWEST CORNER OF DELMAR PARTNERS TRACT, BEARS NORTH, A DISTANCE OF 21.00 FEET, SAID POINT BEING ON THE WEST LINE OF SAID DELMAR PROPERTIES TRACT;

THENCE SOUTH, ALONG SAID WEST LINE OF DELMAR PROPERTIES TRACT, A DISTANCE OF 104.00 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW CAP STAMPED "CBG SURVEYING, INC." SET AT THE SOUTHWEST CORNER OF SAID DELMAR PROPERTIES TRACT, SAID POINT BEING ON THE NORTH LINE OF A 20 FOOT ALLEY RIGHT-OF-WAY;

THENCE WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF ALLEY, A DISTANCE OF 82.00 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW CAP STAMPED "CBG SURVEYING, INC." SET AT INTERSECTION OF THE SAID NORTH RIGHT-OF-WAY ALLEY AND THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF 4TH STREET;

THENCE NORTH, ALONG SAID EAST RIGHT-OF-WAY LINE OF 4TH STREET, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,355 SQUARE FEET OR 0.24 OF AN ACRE OF LAND.

EXHIBIT A

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 19-36

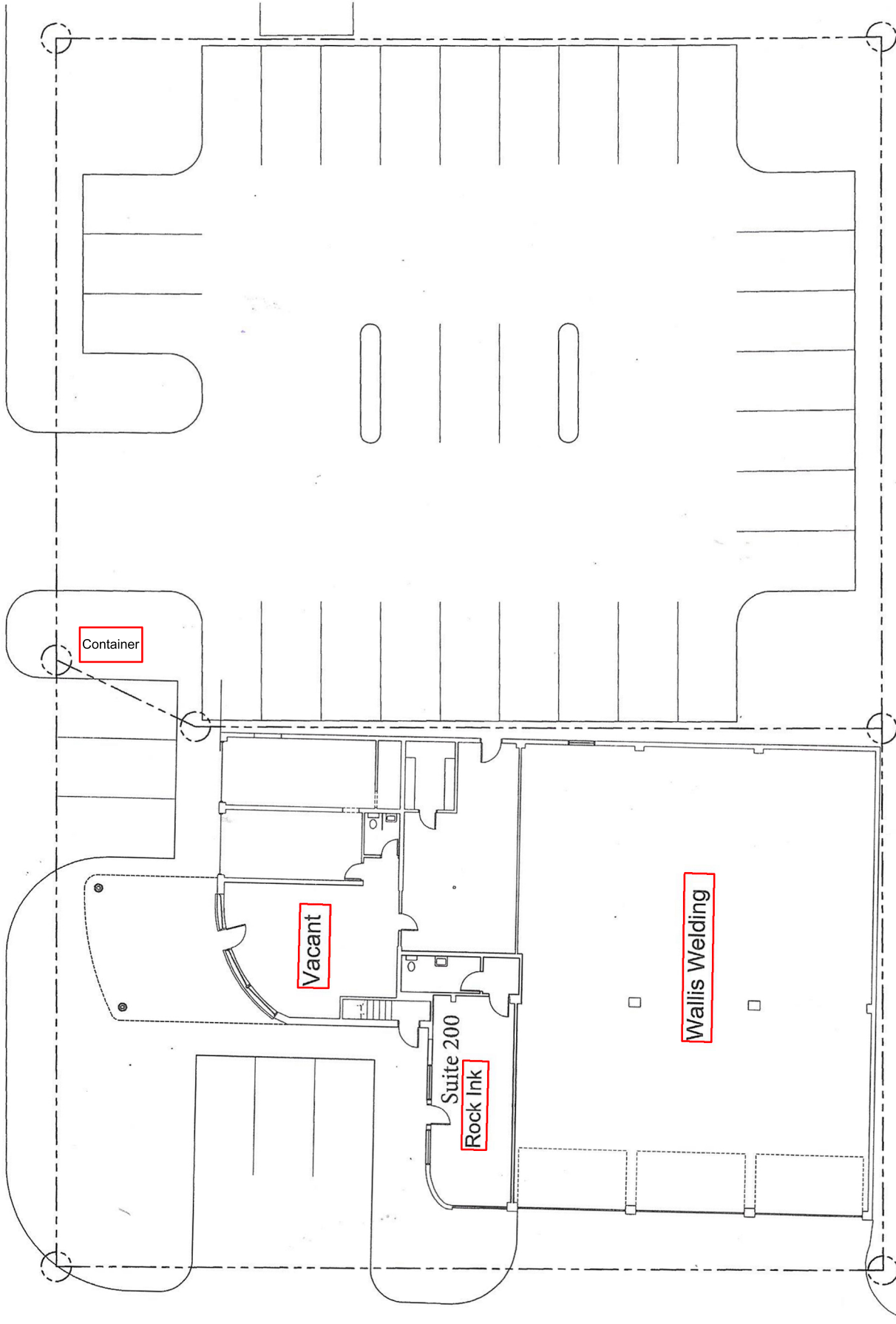
316 Main Street, Suite 200

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow Tattooing/Body Piercing Establishment.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Downtown (DT) District as set forth in Chapter 7 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Specific Use Provision:**
- A. SUP Time Period: The Specific Use Provision for a Tattooing/Body Piercing Establishment shall be in effect for a period of ten (10) years.
- B. Site Layout: The site shall be in conformance with the site layout in Exhibit C.

EXHIBIT C

MAIN STREET

4TH STREET



PARKING ANALYSIS FOR OPTIONS

TENANT	USE	SIZE	RATIO	PARKING SPACES
WALLIS WELDING	STUDIO	4,500 S.F.	1/250	18
ROCK INK	TATTOO	900 S.F.	1/250	2
VACANT	RETAIL	1,500 S.F.	1/250	6
APARTMENT	RESIDENTIAL	1,250 S.F.	2 BEDROOM	2
Total Number of Parking Spaces Required:				28
Total Parking Spaces Provided:				37



1 SITE PLAN
SCALE: 1/8" = 1'-0"



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. d.

Meeting Date: 12/17/2019

Item Title: Z 19-32 Masterplan (District 6)

Submitted By: Kira Wauwie, Principal Development Planner

Summary of Request/Problem

Zoning Ordinance Z 19-32 Masterplan

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Attachments

Z 19-32 Ordinance

Z 19-32 Exhibit A

Z 19-32 Exhibit B

Z 19-32 Exhibit C

Z 19-32 Exhibit D v.1

Z 19-32 Exhibit E

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A 1) A ZONING CHANGE FROM INDUSTRIAL (IN) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT FOR INDUSTRIAL USES; 2) A DETAIL PLAN FOR A RECYCLING SALVAGE YARD (UNLIMITED OUTSIDE STORAGE); AND 3) A SPECIFIC USE PROVISION FOR A RECYCLING SALVAGE YARD (UNLIMITED OUTSIDE STORAGE) ON A 19.8-ACRE TRACT OF LAND ZONED INDUSTRIAL (IN) DISTRICT AND LOCATED AT 312 SOUTH INTERNATIONAL ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 11th day of November, 2019, the Plan Commission did consider and make recommendations on a certain request for approval of a 1) a Zoning Change from Industrial (IN) District to a Planned Development (PD) District for Industrial Uses; 2) a Detail Plan for a Recycling Salvage yard (Unlimited Outside Storage); and 3) a Specific Use Provision for a Recycling Salvage Yard (unlimited outside storage), by **Masterplan**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving 1) a Zoning Change from Industrial (IN) District to a Planned Development (PD) District for Industrial Uses; 2) a Detail Plan for a Recycling Salvage yard (Unlimited Outside Storage); and 3) a Specific Use Provision for a Recycling Salvage Yard (unlimited outside storage) on a 19.8 acre tract of land located at 312 South International Road and being

ZONING FILE NO. Z 19-32

more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

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

Section 3

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

Section 4

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 Exhibit B 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 Exhibit B of 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

ZONING FILE NO. Z 19-32

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

Section 7

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

PASSED AND APPROVED this _____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

ZONING FILE Z 19-32

BEING ALL OF LOT 1, BLOCK 1, OF THE CONTINENTAL STEEL
ADDITION, AN ADDITION TO THE CITY OF GARLAND, RECORDED IN
VOLUME 71097, PAGE 2186, OF THE DEED RECORDS OF DALLAS COUNTY,
TEXAS, AND CONTAINING 19.8 ACRES, MORE OR LESS.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 19-32

312 INTERNATIONAL ROAD

- I. Statement of Purpose:** The purpose of this Planned Development is to permit a Recycling Salvage Yard (unlimited outside storage).
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Industrial (IN) District and all Special Standards for Recycling Salvage Yard (unlimited outside storage) as set forth in Chapter 2 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Detail Plan:** Development shall be in general conformance with the Site Plan, Landscape Plan, and Elevations set forth in Exhibit C, Exhibit D, and Exhibit E. In the event there is conflict between the approved Detail Plan and the Specific Regulations below, the Specific Regulations shall apply.
- V. Specific Regulations:**
- A. Permitted Uses: Only those uses as permitted in the Industrial (IN) District.
- B. Prohibited Uses: Smelting and refining of products are not allowed on this site.
- C. Screening and Landscaping: Screening and landscaping shall be in general conformance with the site plan and landscape plan labeled Exhibit C and Exhibit D.

- D. An eight (8) foot high metal screening fence shall be installed along the north property line within six (6) months from the date of the Ordinance approval date. Existing live screening shall remain.

E. Maintenance Requirements:

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

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

3) Screening and paving must be installed and regularly maintained in compliance with this PD Ordinance, the Garland Development Code, and the Code of Ordinances of the City of Garland at all times. The property owner is responsible for regular maintenance of all screening and paving as needed. In the event the property owner fails to remedy a violation of any screening or paving maintenance regulation within sixty (60)

days after of the City sending notice, the City may, in addition to any other remedy available by law, suspend, withhold, or revoke city permits, approval, consents and certificates for the property.

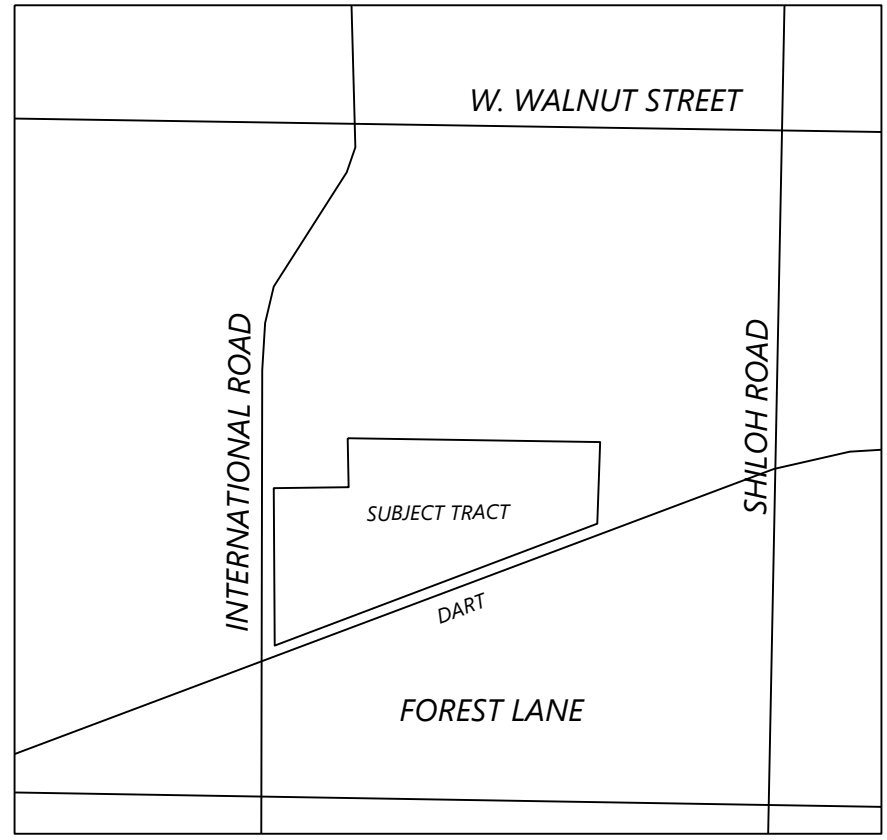
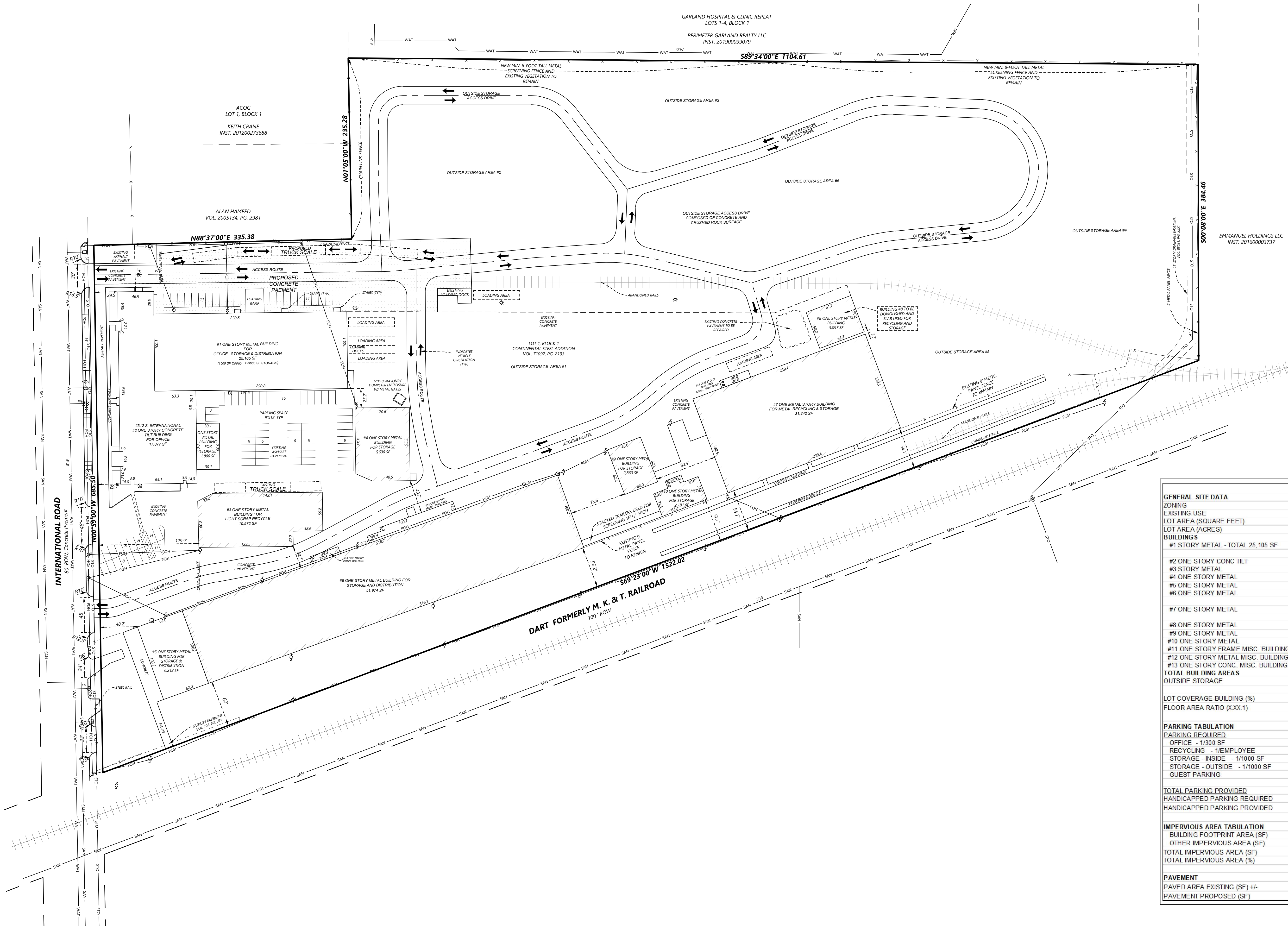
- F. Elevations - Building 2 Only: Elevations shall be as shown in Exhibit E for Building 2 only. Additionally, the front façade of Building 2 shall be re-painted.

SPECIFIC USE PROVISION CONDITIONS

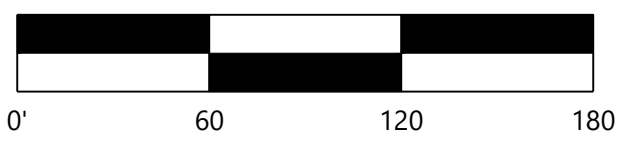
ZONING FILE Z 19-32

312 INTERNATIONAL ROAD

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Recycling Salvage Yard.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Industrial (IN) District and all Special Standards for Recycling Salvage Yard as set forth in Chapter 2 of the Garland Development Code Ordinance 6773 are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Specific Regulations:**
- A. Specific Use Provision: The Specific Use Provision for Recycling Salvage Yard shall be in effect for a period of twenty (20) years.
 - B. Truck Circulation Plan: Truck traffic shall comply with the vehicle paths as shown on Exhibit C.
 - C. Hours of Operation: The Recycling Salvage Yard shall be limited to the following days and times of operation: Monday through Friday from 7:00 am to 7:00 pm and Saturday from 7:00 am to 12:00 pm (noon).
 - D. The height of the recyclable materials on the site shall be reduced to a maximum height of fifteen (15) feet within two (2) years of the Ordinance approval date.



1" = 60'



NOTE:
THE SITE IMPROVEMENTS WERE TAKEN FROM A SURVEY
PREPARED FOR THE OWNER BY RAYMOND L. GOODSON
JR., INC AND NOT SURVEYED ON THE GROUND BY
WESTWOOD.

GENERAL SITE DATA		SITE DATA SUMMARY TABLE			
ZONING	IN (Industrial)				
EXISTING USE	RECYCLING AND SALVAGE YARD WITH OUTSIDE STORAGE				
LOT AREA (SQUARE FEET)	863,693				
LOT AREA (ACRES)	19.828				
BUILDINGS	AREA (SF)	USE	#EMPLOYEES	HEIGHT FT +/-	
#1 STORY METAL - TOTAL 25,105 SF	1,500	OFFICE	4	27	
	23,605	STORAGE	4	27	
#2 ONE STORY CONC TILT	17,890	OFFICE	10	15	
#3 STORY METAL	10,572	RECYCLING	4	20	
#4 ONE STORY METAL	6,630	STORAGE	1	12	
#5 ONE STORY METAL	6,212	MANUFACTURING	2	30	
#6 ONE STORY METAL	25,987	STORAGE	8	30	
	25,987	DISTRIBUTION	2	30	
#7 ONE STORY METAL	20,307	RECYCLING	3	38	
	10,935	STORAGE	1	38	
#8 ONE STORY METAL	TO BE DEMOLISHED	STORAGE	1	N/A	
#9 ONE STORY METAL	2,860	STORAGE	1	12	
#10 ONE STORY METAL	2,181	STORAGE	1	18	
#11 ONE STORY FRAME MISC. BUILDING	392	STORAGE	0	12 TO 18	
#12 ONE STORY METAL MISC. BUILDING	1,644	STORAGE	0	12 TO 18	
#13 ONE STORY CONC. MISC. BUILDING	374	STORAGE	0	12 TO 18	
TOTAL BUILDING AREAS	157,076		42		
OUTSIDE STORAGE	620,117				
LOT COVERAGE-BUILDING (%)	18.19%				
FLOOR AREA RATIO (X.XX:1)	0.18				
PARKING TABULATION					
PARKING REQUIRED	805				
OFFICE - 1/300 SF	65				
RECYCLING - 1/EMPLOYEE	8				
STORAGE - INSIDE - 1/1000 SF	107				
STORAGE - OUTSIDE - 1/1000 SF	620				
GUEST PARKING	5				
TOTAL PARKING PROVIDED	89				
HANDICAPPED PARKING REQUIRED	4				
HANDICAPPED PARKING PROVIDED	4 INCLUDED IN TOTAL				
IMPERVIOUS AREA TABULATION					
BUILDING FOOTPRINT AREA (SF)	157,076				
OTHER IMPERVIOUS AREA (SF)	244,551				
TOTAL IMPERVIOUS AREA (SF)	401,627				
TOTAL IMPERVIOUS AREA (%)	47%				
PAVEMENT					
PAVED AREA EXISTING (SF) +/-	220,000				
PAVEMENT PROPOSED (SF)	347,922 16%				

NOT FOR CONSTRUCTION

DESIGNED: _____
CHECKED: _____
DRAWN: _____
HORIZONTAL SCALE: ###

INITIAL ISSUE: 09-18-19
REVISIONS:
10/22/19 Address City Comments and Update Plan

#####

PREPARED FOR:

GARLAND STEEL, INC.
312 S. INTERNATIONAL DRIVE
GARLAND, TEXAS 75042

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF INTERIM
REVIEW UNDER THE AUTHORITY
OF L. Lynn Kadeck, P.E. 47258
Date: SEPT. 18, 2019

GARLAND STEEL
GARLAND, TEXAS

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

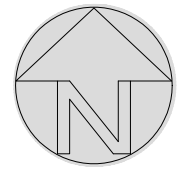
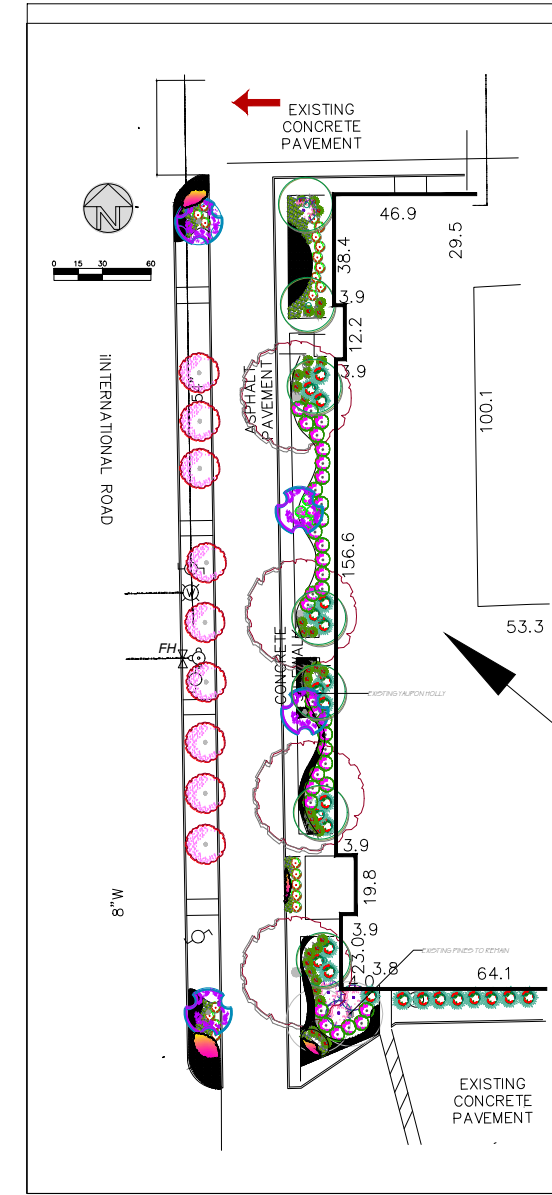
CASE NO. 190801-2
SITE PLAN

SHEET NUMBER:

SP1

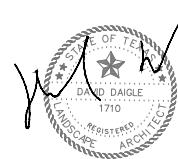
PROJECT NUMBER R0023797.00

DATE: 09/18/19



Landscape Schedule					
Symbol	Qty.	Common	Botanical	Size	Spacing
	9	Live Oak	Quercus virginiana	4 Gal.	As Shown
	4	Chinese Pistachio	Pistacia chinensis	4" Gal.	As Shown
	4	Vitex	Vitex agnus-castus	30 Gal.	As Shown
	9	Grape Myrtle	Lagerstroemia	30 Gal.	As Shown
	7	Existing Yaupon Holly	Ilex vomitoria	65 Gal.	As Shown
	4	M.B. Indian Hawthorn	Rhaphiolepis x Montic	10 Gal.	As Shown
	10	Needle Point Holly	Ilex cornuta	7 Gal.	As Shown
	30	Dissection Nandina	Nandina domestica 'Selkirk'	3 Gal.	As Shown
	34	Ed Goucher Abelia	Abelia x grandiflora 'Ed Goucher'	5 Gal.	As Shown
	21	Sherwood Abelia	Abelia x grandiflora 'Sherwood'	3 Gal.	As Shown
	4	Anthony Water Spirea	Spiraea japonica 'Anthony Waterer'	3 Gal.	As Shown
	101	Giant Linolep	Linolep muscari	1 Gal.	As Shown

David Daigle ASLA
LANDSCAPE ARCHITECT
3212 SUGARPLUSH DR.
CARROLLTON, TEXAS
214-926-6009
DAIGLEASLA@VERIZON.NET

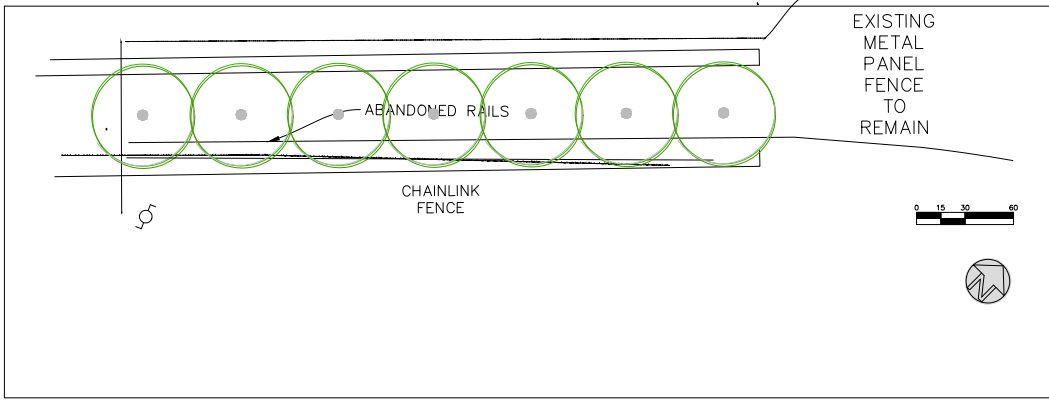
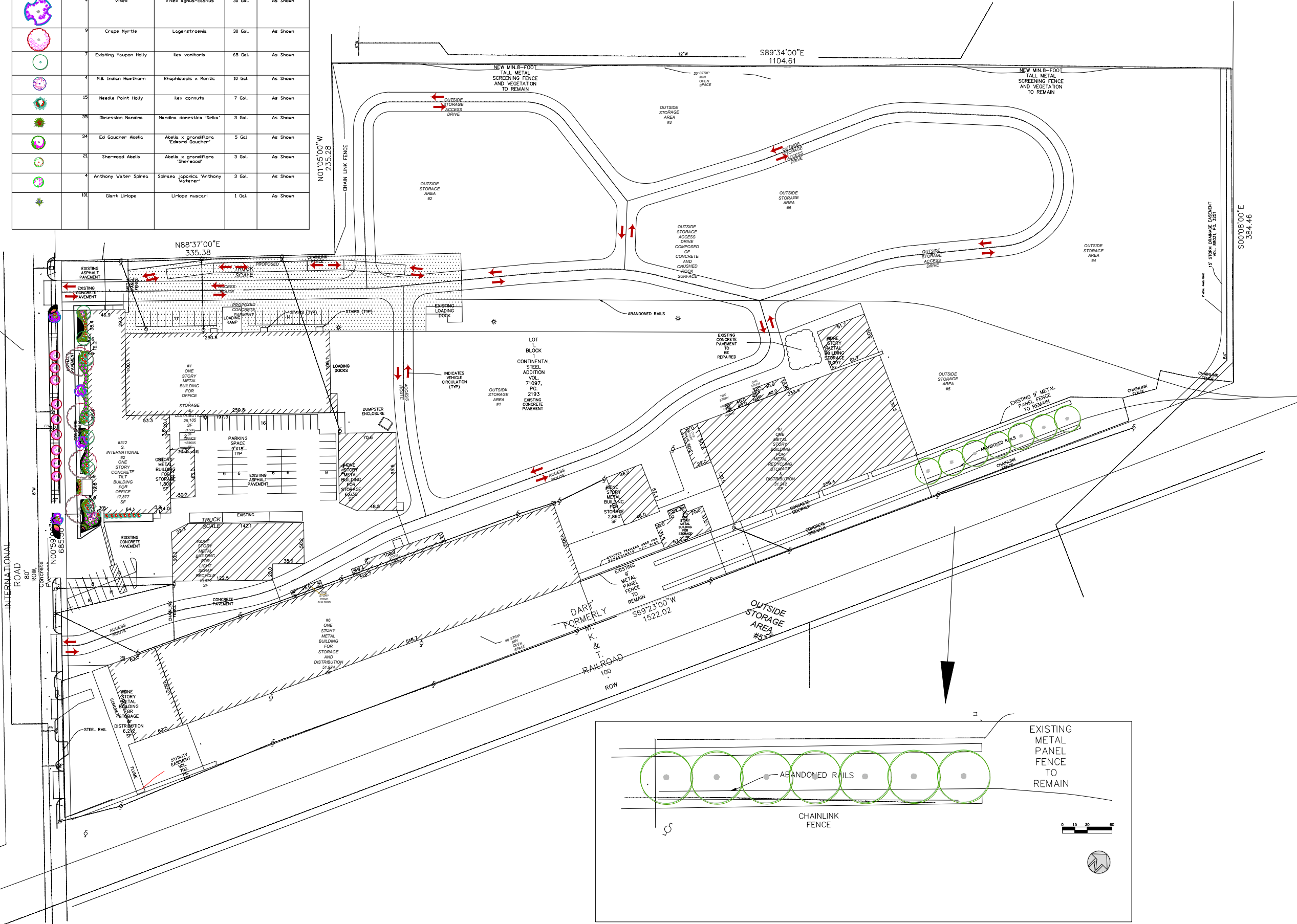


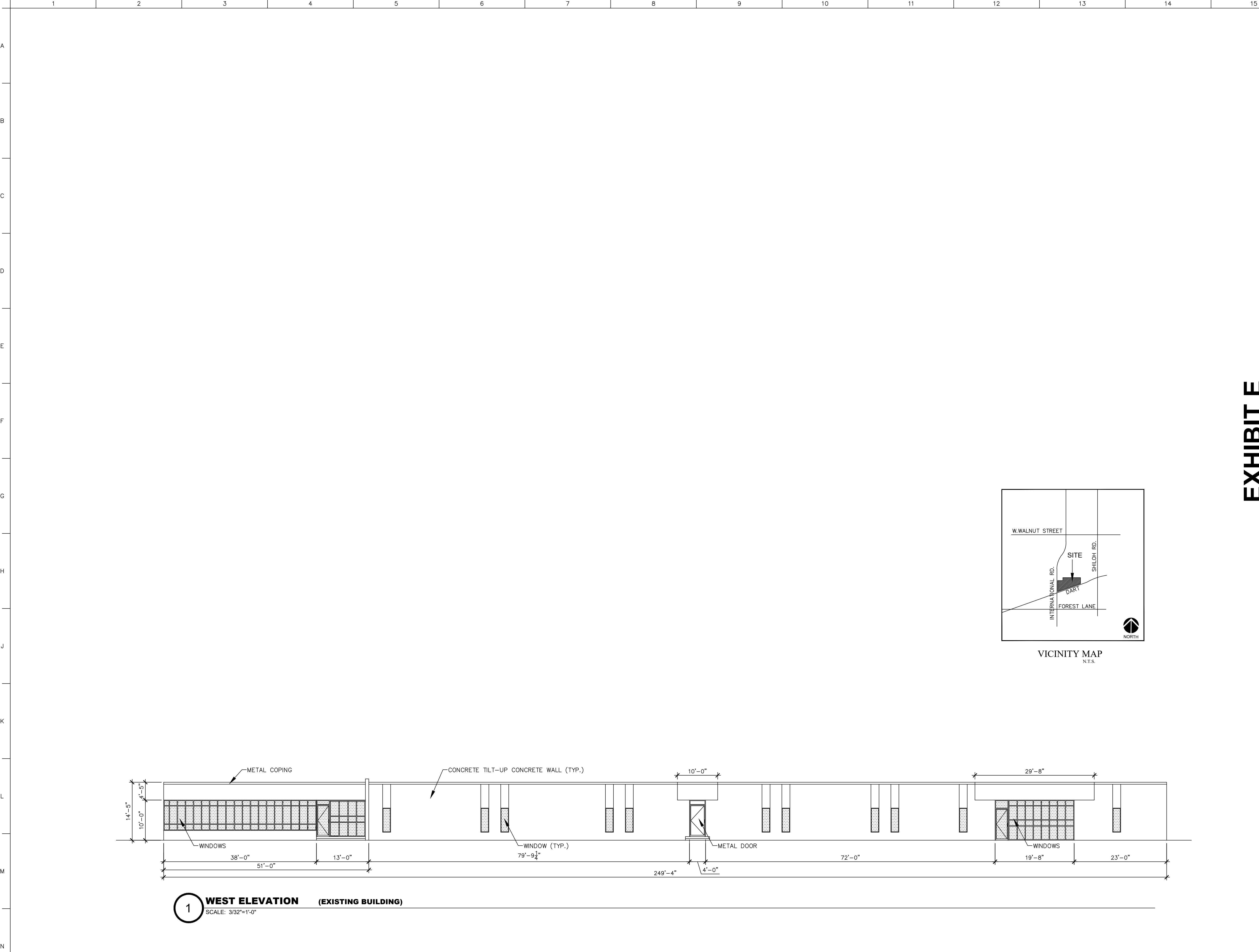
LP.1

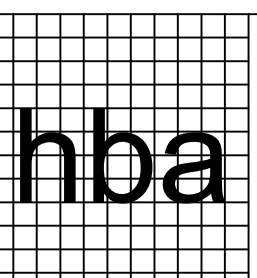
Sheet
Description
Geomet Landscape Plan

project no. *R0023791.00*
scale: *SCALE 1"=60'*
date: *12/10/2019*
issue date:

GARLAND STEEL, INC.
312 S. INTERNATIONAL DRIVE
GARLAND, TEXAS 75042







HAROLD BAECK ARCHITECTS, INC.

5353 ALPHA ROAD, SUITE 200

DALLAS, TEXAS 75240

PH. 972 661-8778

PROJECT:

GARLAND STEEL

OWNER:

GARLAND STEEL, INC.
312 S. INTERNATIONAL DR.
CONTINENTAL STEEL
ADDITION
GARLAND, TEXAS 75042
DALLAS COUNTY TEXAS
ATTN.
CASEY BECKER
972-494-6000
cbecker@garlandsteel.com

LEGAL DESCRIPTION :

REVISIONS:DATE:

Harold Baeck, Architect
TX Registration # 13592

PRELIMINARY
NOT FOR
CONSTRUCTION

These Drawings are
incomplete and may not be
used for regulatory approval,
permit, or construction.

EXISTING ZONING:
(IN) INDUSTRIAL

CASE NUMBER: 190801-2

PROJECT NO. _____
SCALE : _____
DATE : 09-24-2019
FILE NO. : _____
ISSUE DATE : _____
CASE NO. 190-81-2

A-1

SHEET NO. 1 OF 1 SHEETS

SHEET DESCRIPTION :



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

4.

Meeting Date: 12/17/2019

Item Title: Sale of City Property – 1700 Block Spencer Road Denton, Texas (Spencer Electric Generation Facility)

Submitted By: Jeff Janke, Administration

Summary of Request/Problem

At the November 18, 2019 City Council Work Session, staff presented a proposal for selling to the city of Denton a tract of land and an access easement at the City's Spencer Generation Facility located in Denton, Texas. The 2.194-acre tract of land is located on the southern part of the Spencer Generation Facility site and is adjacent to installations owned by Atmos Energy and TMPA. GP&L auxiliary equipment, components and structures are north of the tract of land. Due to the location of the tract, and its proximities to the Atmos Energy and TMPA installations, the subject tract would not be viable for future GP&L generation expansion activities.

An appraisal of the land and access easement was performed. Based on the appraisal, GP&L is requesting \$298,132.00 for the purchase of the 2.194-acre tract and the 0.076-acre access easement, to which the city of Denton has agreed.

Recommendation/Action Requested and Justification

Staff recommends that the City Council approve the Contract of Sale for the 2.146 acres of land and the 0.076-acre access easement at 1700 Block of Spencer Road in Denton, Texas at the City of Garland Spencer Electric Generation Facility for a total monetary compensation of \$298,132.00.

Attachments

Contract of Sale - Spencer Road Land

CONTRACT OF SALE

On the terms and provision of this Contract of Sale ("Contract"), the **City of Garland, a Texas home-rule municipality** ("Seller" or "Garland") hereby agrees to sell to the **City of Denton, a Texas home-rule municipality** ("Purchaser" or "Denton"), and Purchaser hereby agrees to purchase from Seller, the following described real estate situated in Denton County, Texas, to-wit:

FEE TRACT:

Being approximately 2.194 acres of land in Denton County, Texas, being part of Lot 3, Block 2, Municipal Utility Addition, and being more particularly described and depicted within Exhibit A to Attachment 1, which is attached hereto and incorporated herein for all purposes, in fee simple together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, including any right and interest of Seller in and to adjacent streets, alleys, or rights-of-way, such real estate, improvements, rights and appurtenances; and

ACCESS EASEMENT 1:

An Access Easement for the benefit of Denton covering approximately .076 acres of land in Denton County, Texas, being part of Lot 3, Block 2, Municipal Utility Addition, and being more particularly described within Exhibit A and depicted in Exhibit B to Attachment 2, which are attached hereto and incorporated herein for all purposes (**collectively, "Property"**).

As part of the consideration for Seller's conveyance of the Property, Denton agrees to grant, convey, execute, and deliver to Garland the following described easement situated in Denton County, Texas, to wit:

GARLAND ACCESS EASEMENT:

An Access Easement for the benefit of Garland covering approximately .210 acres of land in Denton County, Texas, being part of Lot 3, Block 2, Municipal Utility Addition, and being more particularly described within Exhibit A and depicted in Exhibit B to Attachment 3, which are attached hereto and incorporated herein for all purposes (**"Garland Access Easement"**).

WITNESSETH:

WHEREAS, Garland is the Owner of a tract of land, which is immediately adjacent to real property owned by Denton, in the Mary L. Austin Survey, Abstract No. 4, City of Denton, Denton County, Texas, and being a part of Lot 3, Block 2 of the Municipal Utility Addition, an

addition to the City of Denton, Texas, and used for electrical utility purposes ("Spencer Interchange");

WHEREAS, Denton is in need of the Property for the expansion of the Spencer Interchange; and

WHEREAS, Garland will require access to its remaining real property ("Remainder Tract") via the Garland Access Easement if the transaction contemplated herein is consummated.

NOW THEREFORE, for good and valuable consideration, this Contract is executed upon the following terms and conditions:

1. **Purchase Price.** The cash amount for the Property due from Denton at closing is \$298,132.00 ("Purchase Price").

2. **Earnest Money; Title Company; Purchase Agreement:** Within five (5) business days of the full execution of this Contract, Purchaser shall deliver the sum of \$1,000.00 ("Earnest Money") to **Republic Title, 201 Main Street, Suite 1400, Fort Worth, Texas 76102** ("Title Company") to be held by the Title Company as Earnest Money (herein so called) pursuant to the terms of this Contract. The Earnest Money shall be invested in an interest bearing account under Purchaser's Federal Tax I.D. number, and the interest shall be added to and become part of the Earnest Money. In addition, within five (5) business days of the full execution of this Contract, Purchaser will deposit with Title Company a fully executed original counterpart of this Agreement. If this Contract is properly terminated by Purchaser pursuant to a right of termination granted to Purchaser in this Contract, the Earnest Money will be promptly refunded and disbursed to Purchaser, and the parties will have no further rights or obligations under this Contract (except for any that, by the explicit provision of this Contract, expressly survive the termination of this Contract.)

3. **Transaction Costs**

A. Seller will pay the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; and certificates or reports of ad valorem taxes.

B. Purchaser will pay the basic charge for the Title Policy; the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs of work required by Purchaser to have the survey reflect matters other than those required under this contract. Purchaser shall not be responsible for Seller's attorney fees.

4. **Approval Periods and Title.**

A. Purchaser shall have fifteen (15) days after the Effective Date to review the Title Binder and to deliver in writing to Seller such objections as Purchaser may have to anything

contained in them. Any such item to which Purchaser shall not object shall be deemed a "Permitted Exception". If there are objections by Purchaser, Seller may, but shall not be obligated to, attempt to satisfy them prior to Closing, but Seller shall not be required to incur any cost to do so. Purchaser's failure to object within the time provided will be a waiver of the right to object. If Seller delivers written notice to Purchaser ("Seller's Title Notice") on or before the end of the Closing date that Seller is unable or unwilling to satisfy such objections (and in the event Seller fails to deliver Seller's Title Notice on or before such date, then Seller shall be deemed to have sent Seller's Title Notice on such date stating that Seller will not or cannot cure any of the objections), Purchaser may either waive such objections and accept such title as Seller is able to convey or terminate this Contract by written notice to Seller and receive the refundable portion of the Earnest Money immediately from the Title Company. Purchaser must send such notice of termination prior to the end of the Closing date. If Purchaser does not so terminate, the waived objections shall be Permitted Exceptions. If for any reason Seller is unable to convey title in accordance with Section 4(B) below, Purchaser may either waive such objections and accept such title as Seller is able to convey at the Closing or terminate this Contract by written notice to Seller at the Closing and receive the refundable portion of the Earnest Money immediately from the Title Company. Zoning ordinances shall be deemed to be Permitted Exceptions. As used herein, the term "Permitted Exceptions" shall mean all matters described herein as being exceptions to title; all matters revealed in the Title Binder and in the Survey to which Purchaser does not timely object; and all matters revealed in the Title Binder to which Purchaser does timely object, but waives, or is deemed to have waived, the objection pursuant to this Section 4.A.

B. Seller represents and warrants to Purchaser that at the Closing Seller will have and will convey to Purchaser good and indefeasible title to the Property free and clear of any and all encumbrances except the Permitted Exceptions.

5. Closing.

A. The Closing of this Contract (the "Closing") shall be held on or before **sixty (60) days** after the Effective Date. The Closing shall occur at the offices of the Title Company at its address stated above.

B. At the closing, Seller shall deliver to (1) the Title Company, all documents reasonably required by the Title Company to close this transaction, and (2) Purchaser, (i) all fully executed aforementioned instruments conveying the Property from Garland to Purchaser, and (ii) possession of the Property. Any tenants in possession will either be month to month or under written leases that specifically authorize termination of the lease by the Purchaser following the transaction.

C. At the closing, Purchaser shall deliver to (1) the Title Company all documents reasonably required by the Title Company to close this transaction, and (2) Seller (i) the cash portion of the Purchase Price (with the Earnest Money being applied thereto), and (ii) the fully executed Garland Access Easement instrument.

D. Taxes, ad valorem or otherwise, for the Property, if any, for the then current calendar year shall be prorated at the Closing effective as of the Closing date pursuant to *Texas Tax Code* § 26.11. Seller shall credit against the Purchase Price the amount of Seller's pro rata portion of such taxes. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of the taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, and shall be final. Notwithstanding anything herein to the contrary, Seller must pay the amount of any and all rollback taxes or other taxes resulting from any change in land usage or ownership that may become due with respect to any calendar year prior to the calendar year in which Closing occurs and all such taxes for the Property with respect to the elapsed portion of the calendar year in which Closing occurs, regardless of whether such taxes become due after the date of Closing. If the Property is not a separate tax parcel, the taxes for the parcel of which the Property is a part ("Tax Parcel") shall be allocated between the Property and the remainder of the tax parcel based on the respective square footage, and the amount so allocated to the Property shall be prorated as described above. At such time as Seller or Purchaser receives the tax statement for the Tax Parcel for the year in which the Closing date occurs, the receiving party agrees to forward a copy of the statement to the other party. After the Closing and until the Property and the remainder of the Tax Parcel have been identified as separate tax parcels on the tax rolls of the applicable taxing authorities, Seller and Purchaser agree to cooperate with each other, and with any other purchaser of any portion of the Tax Parcel, in paying the taxes assessed against the Tax Parcel prior to delinquency. To the extent allowed by law, Purchaser and Seller shall each indemnify the other against, and shall hold the other harmless from, any losses, costs, expenses, liabilities, obligations, actions, causes of action, liens and/or damage incurred by or asserted against the other party, including, without limitation, attorneys fees and cost of court, resulting from either party failing to so cooperate. The obligations of Seller and Purchaser contained in this Section 5(D) shall survive the Closing.

E. If the Property is situated within a utility district subject to the provisions of the Texas Water Code, then at or prior to the Closing Seller agrees to give Purchaser the written notice required by the Texas Water Code and Purchaser agrees to sign and acknowledge the notice to evidence receipt thereof.

6. **Termination.** If this Contract is terminated by Purchaser in accordance with any provision of the Contract that entitles Purchaser to receive the Earnest Money, the Earnest Money shall be promptly refunded to Purchaser, and the parties shall have no further obligation or liabilities one to the other, except to the extent they expressly survive the termination of this Contract.

7. **Default.** If Seller shall fail or refuses to consummate this Contract for any reason, except Purchaser's default, Purchaser may at its option, and as its sole and exclusive remedy, (a) terminate this Contract by written notice to Seller within ten (10) days after the failure or refusal and immediately receive the refundable portion of the Earnest Money, or (b) pursue a suit for specific performance of this Contract; provided, however, if Purchaser does not file the lawsuit for specific performance within thirty (30) days after the scheduled Closing date, then Purchaser

shall be deemed to have waived the right to sue for specific performance and to have elected to terminate this Contract under clause (a) above and receive the Earnest Money.

If Purchaser shall fail to consummate this Contract for any reason, except Seller's default or the termination of this Contract pursuant to a right to terminate given herein, Seller shall have the right to terminate this Contract and have the Earnest Money paid to Seller as liquidated damages for the breach of this Contract as Seller's sole and exclusive remedy. Such amount is agreed upon by and between Seller and Purchaser as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof; and no other damages, rights, or remedies shall in any case be collectible, enforceable, or available to Seller other than as specified in this paragraph, but Seller shall accept said cash payment as Seller's total damages and relief.

8. **Commission.** Nothing contained herein shall limit, restrict, impair, or diminish the rights of Purchase and Seller to amend this Contract to change the Purchase Price or modify any other terms of this Contract. In connection therewith, Seller does hereby represent and warrant that it, its officers, employees, and agents, have contracted for no other real estate commissions or similar fees and Seller has not acted in a manner so as to give rise to a claim for such real estate commissions or similar fee. Seller shall be solely responsible for the payment of any and all real estate commissions, claims to such commissions and/or similar type fees arising, directly or indirectly out of this transaction and based upon the actions of Seller. Seller does hereby agree to indemnify and defend Purchaser against and hold Purchaser harmless from any and all such real estate commissions, claims to such commissions or similar fees, including attorneys' fees incurred in any lawsuit regarding such commissions or fees to the extent such claims or liabilities are based upon the actions of Seller. In connection therewith, Purchaser does hereby represent and warrant that it, its officers, employees, and agents, have contracted for no such real estate commissions or similar fees and, except for the fees to the above-named Brokers contemplated herein, Purchaser has not acted in a manner so as to give rise to a claim for such real estate commissions or similar fee. Purchaser does hereby agree to indemnify and defend Seller and hold Seller harmless from and against any such real estate commissions or similar fees, including costs and attorneys' fees incurred in any lawsuit regarding such commissions and fees to the extent that such claims and liabilities are based upon actions of Purchaser. The indemnity provisions of this Section 8 shall survive the Closing or termination of this Contract.

9. **Miscellaneous Provisions.**

A. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or sent by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

<u>If to Seller:</u>	City of Garland
	Steve Martin
	510 W. Avenue B

Garland, Texas 75040
Telephone: (972) 205-3097
Email: smartin@gpltexas.org

If to Purchaser: City of Denton
Todd Hileman
215 E. McKinney
Denton, Texas 76201
Telephone: (940) 349-8200
Email: todd.hileman@cityofdenton.com

Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, on the first business day following deposit of the same with Federal Express, Airborne Express, or similar overnight courier, if sent by overnight courier, and two business days after being deposited in the United States mail, postage fully prepaid, registered or certified mail, if sent by mail, addressed to the intended recipient at the address set forth above. Any address for notice hereunder may be changed by written notice so given to the other party in the manner set forth herein at least ten (10) days in advance of such change of address.

B. **Forms.** Each of the parties hereto shall reasonably endeavor to agree upon the forms of any documents required hereunder. In case of a dispute as to the form of any document required hereunder, the current form prepared by the State Bar of Texas shall be used.

C. **Integration.** This Contract and the Exhibits and Addendum attached hereto contains the complete agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. The parties agree that there are no oral agreements, understanding, representations, or warranties, which are not expressly set forth herein, and no representation, warranty, covenant, agreement, or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Contract.

D. **Survival.** Any portion of this Contract not otherwise consummated at the Closing will not survive closing of this transaction as a continuing agreement by and between the parties, but shall be merged at the Closing except for those provisions specifically excepted herein.

E. **Binding Effect.** Each of the signatories of this Contract represents and warrants that he is authorized to execute this Contract on behalf of Seller or Purchaser, as applicable, and that this Contract constitutes a binding contract between the parties. This Contract shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors, and assigns.

F. **Contract as Offer; Effective Date.** The "Effective Date", "the date hereof", "the date of this Contract", the "Contract Date", "the date of execution" and any other similar reference herein to the date of full execution of this Contract shall mean the date the Title Company executes this Contract to acknowledge receipt of this Contract signed by Seller and Purchaser; provided, however, at Purchaser's option this Contract shall be null and void unless two (2) copies hereof, executed by Seller, have been delivered to Purchaser and the Title Company within five (5) business days following the date of execution hereof by Purchaser. The execution of this Contract by the first party to do so constitutes an offer to purchase or sell the Property. Unless the Effective Date occurs within five (5) business days after the date of execution of this Contract by the first party, the offer of the Contract shall be automatically revoked and terminated, and the Earnest Money, if any, shall be returned to Purchaser.

G. **Business Day.** The term "business day" as used herein shall mean any day, other than a Saturday or Sunday, on which Purchaser's banks in the State of Texas are open for business.

H. **Interpretation.** Where required for proper interpretation, words used herein in the singular shall include the plural, the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators, and assigns" shall include "successors, legal representatives, and assigns." The descriptive headings of the several Articles, Sections, and Paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

I. **Enforceability.** If any term or provision of this Contract which would not deprive the parties of the benefit of the bargain shall be held to be invalid, illegal, unenforceable, or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, but each such remaining term and provisions shall be valid and shall remain in full force and effect.

J. **Construction.** Each party hereto acknowledges that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Contract with its legal counsel, and that this Contract has been jointly drafted and shall be construed as having been jointly drafted by each party hereto. Accordingly, the normal rule of construction to the effect that 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.

K. **Access to Remainder Tract.** During the Spencer Interchange construction period, Denton will not prevent or interfere with Garland's access to Garland's remainder tract, inventory, stock, and equipment.

10. **Other Provisions.** See the Addendum attached hereto and made a part hereof for all purposes.

Executed on the dates stated below:

SELLER:

City of Garland, a Texas home-rule municipality

BY: _____

Name: _____

Title: _____

Date: _____

PURCHASER:

**City of Denton, a Texas home-rule
Municipality**

By: _____

Name: Todd Hileman

Title: CITY MANAGER

Date: 10/15/2019

ATTEST:

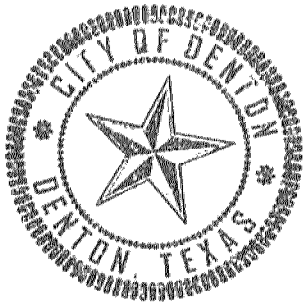
Rosa Rios, City Secretary

By: _____

APPROVED AS TO LEGAL FORM:

Aaron Leal, City Attorney

By: _____



Republic Title hereby acknowledges receipt of this Contract on _____, 2019, and agrees to abide by and perform in accordance with the terms and conditions of escrow contained in the Contract. Upon receipt of the Earnest Money provided for in the Contract, Title Company agrees to notify Seller and Purchaser thereof and to hold and disburse the Earnest Money pursuant to the terms and provisions of the Contract.

Republic Title

By: _____

Name: _____

Title: _____

Addendum
To that certain Contract of Sale by and between
CITY OF GARLAND, TEXAS, as "Seller" and
CITY OF DENTON, TEXAS, as "Purchaser"

Dated the 15th day of October, 2019

- 1) Feasibility Studies. Purchaser has performed all its inspections and feasibility studies pertaining to the Property and has determined that the Property is suitable for its intended use. Purchaser waives the right to inspect or perform any and all studies pertaining to the Property (including, but not limited to, an environmental study, soils study, topography/engineering study and/or a site analysis).
- 2) Enforcement. The obligations of the parties hereto are and shall be performable in the county wherein the Property is located. In the event that any litigation arises hereunder, it is specifically stipulated that the Contract shall be interpreted and construed according to the laws of the State of Texas. Venue for any legal action arising out of this Contract shall be Denton County, Texas.
- 3) Purchaser and Seller Relationship. Purchaser is not, and Purchaser shall never be construed to be, an agent, representative, or trustee of Seller, under Section 53.021 of the Texas Property Code or under any other common or statutory law, for any purpose, including, without limitation, with respect to the hiring of or contracting with any engineer, architect, surveyor, or other person ("Planners") for the preparation and/or submission of any surveys or any plans, application, reports, plats, or the other item to the Approving Entities or to any other person or entity pertaining to the Property. All such Planners hired or contracted by Purchaser for such purposes are the sole employees or contractors of Purchaser; and Seller, as the owner of the Property, shall not be considered as having contracted with the Planner and shall not have any responsibility or obligation for the payment of any amounts owed to them, nor shall the Property be encumbered by any lien to secure payment of any such amounts owed to them. The right of Seller to review and approve Submittals as provided for herein is for the sole purpose of enabling Seller to monitor and participate in the approving entities' consideration of the submittals made by Purchaser which could affect the Property if Purchaser does not close this Contract, and is not intended to, and shall not, create any liability on Seller for the payment of any amounts incurred by Purchaser to such Planners or authorize the filing of, or imply that any such Planners have the right to file, any lien against the Property for the payment of amounts owed by Purchaser to the Planners including, without limitation, any lien under said Section 53.021.
- 4) Earnest Money Instructions. Both parties hereby instruct and direct the Title Company that if the transaction contemplated herein is not closed or otherwise terminated in accordance with the terms herein provided that upon the request of Seller for delivery of the Earnest Money and any interest earned thereon, Title Company shall, within a reasonable business period of time, disburse Earnest Money and interest, if any, to Seller without necessity of further documentation of any type by either Seller or

Purchaser. Such request of Seller shall constitute and be a release of contract by both parties. Both Seller and Purchaser agree the Title Company assumes no liability for and is expressly released and held harmless from any claim or claims whatsoever in connection with the delivery of the Earnest Money to Seller as herein above directed.

5) Disclaimer. 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 but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property for any and all activities and uses which Purchaser may elect to conduct thereon, income to be derived there from or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) except for any warranties contained in the Deed, the nature and extent of any rights-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise; and (iv) the compliance of the Property or its operation with any laws, rules, ordinances, restrictions, or regulations of any government or other body. Purchaser acknowledges that it has already had an opportunity to inspect the Property and waives any further inspections of the Property, and shall rely upon its previous inspections, if any, in accordance therewith as well as inquiries to third parties in determining the feasibility of consummating this Contract. Purchaser also acknowledges that it is a financially substantial and sophisticated real estate investor. The sale of the Property as provided for herein is made "AS IS", and Purchaser acknowledges that, in consideration of the agreements of Seller herein, except as otherwise specified herein, Seller MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. If used in the Contract, the phrases "to Seller's knowledge", "to the best of Seller's knowledge", or any similar phrase means the actual, but not constructive knowledge of the officers of Seller responsible for performing the duties of Seller without investigation or inquiry. WITHOUT LIMITING THE FOREGOING DISCLAIMERS BY SELLER, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT, TO THE EXTENT ALLOWED BY LAW, PURCHASER HEREBY RELEASES SELLER AND (AS THE CASE MAY BE) SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, MANAGERS, REPRESENTATIVES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES WHETHER THE SUIT IS INSTITUTED OR NOT) WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE "CLAIMS") ARISING FROM OR RELATING TO ANY DEFECT OR OTHER CONDITIONS, SPECIFICALLY INCLUDING ENVIRONMENTAL AND OTHER PHYSICAL CONDITIONS, AFFECTING THE PROPERTY WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. THE RELEASE SET FORTH IN THIS PARAGRAPH 5 SPECIFICALLY INCLUDES, WITHOUT LIMITATION, ANY CLAIMS (INCLUDING INDEMNITY AND CONTRIBUTION CLAIMS) UNDER ANY ENVIRONMENTAL LAWS OF THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, AS ANY OF THOSE LAWS MAY

BE AMENDED FROM TIME TO TIME AND ANY REGULATIONS, ORDERS, RULES OF PROCEDURES OR GUIDELINES PROMULGATED IN CONNECTION WITH SUCH LAWS, REGARDLESS OF WHETHER THEY ARE IN EXISTENCE ON THE DATE OF THIS CONTRACT, BUT SPECIFICALLY EXCLUDES ANY WARRANTIES OR REPRESENTATIONS SET FORTH IN THE DEED OR OTHER DOCUMENTS DELIVERED BY SELLER AT CLOSING. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF PURCHASER'S SELECTION AND PURCHASER IS GRANTING THIS RELEASE OF ITS OWN VOLITION. THE FOREGOING WAIVER IS LIMITED TO SELLER AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, MANAGERS, REPRESENTATIVES, AND AGENTS; IT DOES NOT APPLY TO ANY PRIOR OWNERS IN THE CHAIN OF TITLE TO THIS PROPERTY, NOR TO THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, MANAGERS, REPRESENTATIVES, OR AGENTS. A disclaimer and release provision consistent with the foregoing shall be included in the deed.

6) Addendum. In the event of any direct conflict between this Addendum and the Contract, the terms and conditions of this Addendum shall control.

7) Dates. 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 Saturday, Sunday, or a State Holiday, the date for such determination or action shall be extended to the first business day immediately thereafter.

8) Brokers. Each party hereto warrants to the other that no other real estate broker except those listed in this Contract has been involved and shall indemnify the other against, and hold the other harmless from, any claim for a real estate commission arising by, through or under the indemnifying party.

9) Contract Form. The terms and conditions contained in this Addendum are incorporated by reference into the Contract to which this Addendum is attached. When used in the Contract or in this Addendum, the word "Contract" means the Contract of Sale as supplemented and superseded, if applicable, by this Addendum.

10) Time is of The Essence. Time is of the essence in the performance of this Contract.

11) Assignment. This Contract may not be assigned without Seller's written approval.

EXECUTED on the dates listed below, with the EFFECTIVE DATE being the later date on which either Party executes this Agreement.

Seller:

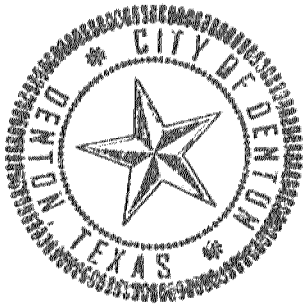
**City of Garland,
a Texas home-rule municipality**

By: _____
Name: _____
Title: _____
Date: _____

Purchaser:

**City of Denton;
a Texas home-rule municipality**

By: Todd Hileman
Name: TODD HILEMAN
Title: CITY MANAGER
Date: 10/15/2019



ATTEST:

Rosa Rios, City Secretary

By: Rosa Rios

APPROVED AS TO LEGAL FORM:

Aaron Leal, City Attorney

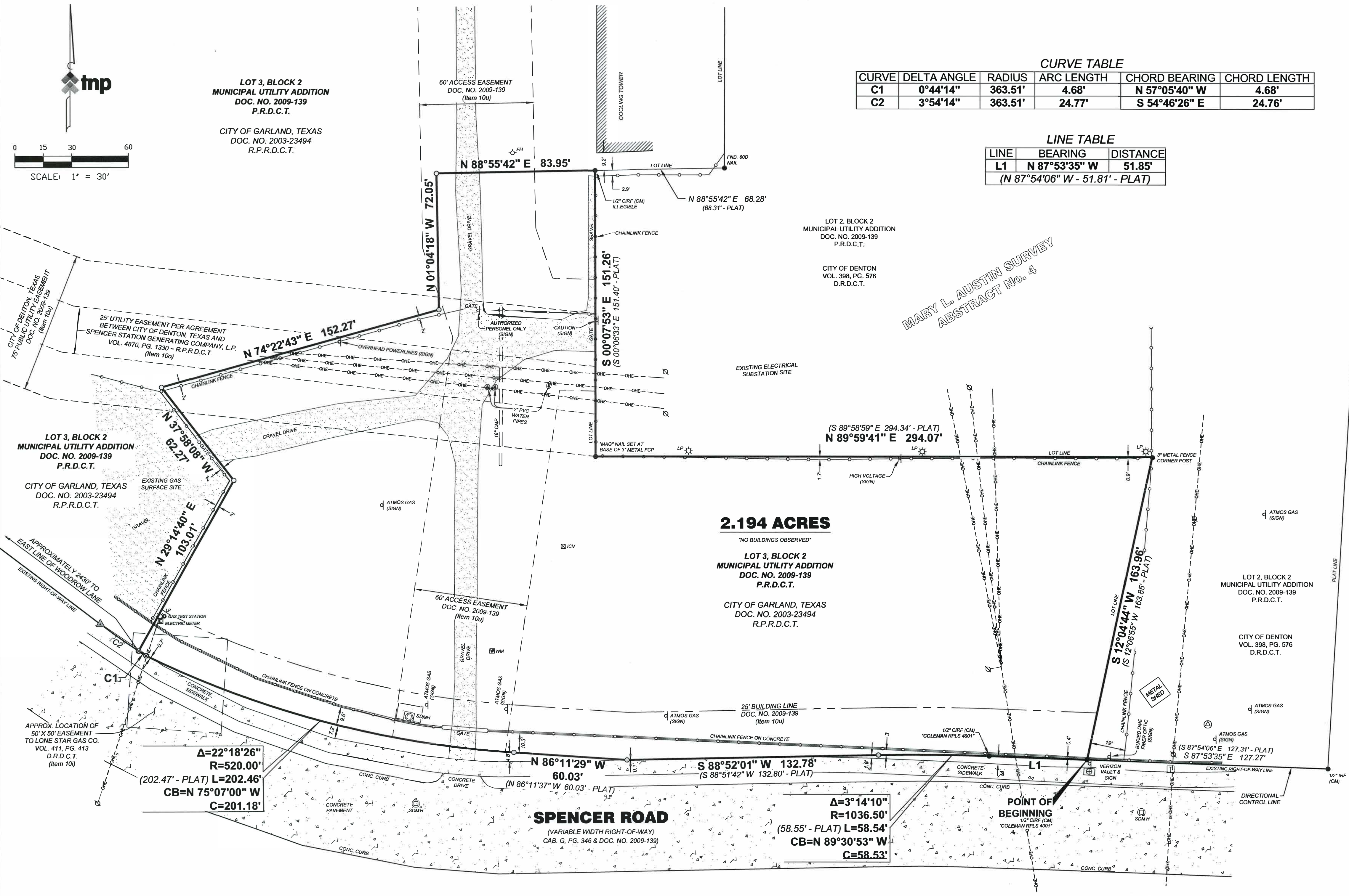
By: Aaron Leal

Title Company:

Republic Title

By: _____

Name: _____
Title: _____
Date: _____



LEGAL DESCRIPTION

BEING a 2.194 acre tract of land situated in the Mary L. Austin Survey, Abstract No. 4, City of Denton, Denton County, Texas, and being a part of Lot 3, Block 2 of Municipal Utility Addition, an Addition to the City of Denton, Texas, according to the Replat thereof recorded in Document No. 2009-139 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "Coleman RPLS 4001" found for corner in the North line of Spencer Road, a variable width public road, said point being the Southeast corner of the above cited Lot 3 and the most Southerly Southwest corner of Lot 2, Block 2 of said Municipal Utility Addition, from which a 1/2 inch iron rod found for the Southeast corner of said Lot 2 bears South 87°53'35" East (South 87°54'06" East - Plat) a distance of 127.27 feet (127.31' - Plat);

THENCE North 87°53'35" West (North 87°54'06" West - Plat) along the North line of said Spencer Road, for a distance of 51.85 feet (51.81' - Plat) to a 1/2 inch iron rod with cap stamped "Coleman RPLS 4001" found for corner at the beginning of a curve to the left;

THENCE in a Westerly direction, continuing along the North line of said Spencer Road, and along said curve to the left having a central angle of 03°14'10", a radius of 1036.50 feet, a chord bearing of North 89°30'53" West, a chord distance of 58.53 feet, and an arc length of 58.54 feet (58.55' - Plat) to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE South 88°52'01" West (South 88°51'42" West - Plat) continuing along the North line of said Spencer Street, for a distance of 132.78 feet (132.80' - Plat) to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 86°11'29" West (North 86°11'37" West - Plat) continuing along the North line of said Spencer Street, for a distance of 60.03 feet (60.03' - Plat) to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a non-tangent curve to the right;

THENCE in a Northwesterly direction, continuing along the North line of said Spencer Street, and along said non-tangent curve to the right having a central angle of 22°18'26", a radius of 520.00 feet, a chord bearing of North 75°07'00" West, a chord distance of 201.18 feet and an arc length of 202.46 feet (202.47' - Plat) to an "X" cut in concrete set for corner at the beginning of a compound curve to the right;

THENCE in a Northwesterly direction, continuing along the North line of said Spencer Street, and along said compound curve to the right having a central angle of 00°44'14", a radius of 363.51 feet, a chord bearing of North 57°05'40" West, a chord distance of 4.68 feet and an arc length of 4.68 feet to an "X" cut in concrete set for corner;

THENCE North 29°14'40" East departing the North line of said Spencer Street, for a distance of 103.01 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 37°58'08" West for a distance of 62.27 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 74°22'43" East for a distance of 152.27 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 01°04'18" West for a distance of 72.05 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 88°55'42" East for a distance of 83.95 feet to a 1/2 inch iron rod with illegible cap found for a common interior corner of said Lots 2 and 3, from which a 60d nail found for a common interior corner of said Lots 2 and 3 bears North 88°55'42" East a distance of 68.28 feet (68.31' - Plat);

THENCE South 00°07'53" East (South 00°06'33" East - Plat) along a common interior line between said Lots 2 and 3, for a distance of 151.26 feet (151.40' - Plat) to a Mag Nail set at the base of a 3" metal fence corner post for a common interior corner of said Lots 2 and 3;

THENCE North 89°59'41" East (South 89°58'59" East - Plat) along a common interior line between said Lots 2 and 3, for a distance of 294.07 feet (294.34' - Plat) to a 3" metal fence corner post found at a common interior corner of said Lots 2 and 3;

THENCE South 12°04'44" West (South 12°06'55" West - Plat) along the most Southerly East line of said Lot 3 and the most Southerly West line of said Lot 2, for a distance of 163.96 feet (163.85' - Plat) to the POINT OF BEGINNING, and containing 2.194 acres of land, more or less.

SURVEY NOTES:

- All property corners are marked with a 5/8 inch iron rod with cap stamped "TNP" set, unless otherwise noted.
- Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone, NAD83 (2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) survey methods. The distances shown hereon represent surface values using an average combined scale factor of 1.000147317 to scale from grid to surface.
- As determined by scaled map location and graphically plotting on FEMA Flood Insurance Rate Maps, Community Panel No. 48121C0380G, Map Revised April 18, 2011, this property lies within Zone X - Other Areas (unshaded), which is defined as areas determined to be outside the 0.2% annual chance floodplain.
- Utility information shown hereon is based on observed evidence only. Underground utilities have not been located and/or identified. Additional utilities may affect this property that are not shown hereon.
- There was visible evidence of recent earth moving work, building construction or building additions observed in the process of conducting the field work.
- This Survey was prepared with benefit of that certain Title Commitment GF No. 2027-231276-RU, effective date of July 23, 2017, provided by Reunion Title. For easements, rights-of-way and/or other matters of record that may affect this tract, the Surveyor relied solely on said Title Commitment.
- According to Denton Central Appraisal District website search, this tract is part of the property identified as 1701C Spencer Road, Parcel 315501.

SURVEYOR'S CERTIFICATE

TO: The City of Denton, Texas and the City of Garland, Texas.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 13, 14, and 16 of Table A thereof. The fieldwork was completed on July 27, 2017.

Todd B. Turner, R.P.L.S.
Registered Professional Land Surveyor No. 4859



Date of Plat or Map: July 31, 2017
REVISED: August 17, 2017 (Add Title Commitment Notes)

ALTA/NSPS LAND TITLE SURVEY
2.194 ACRE TRACT
SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4
City of Denton, Denton County, Texas

Attachment 2

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

PERMANENT ACCESS EASEMENT

**THE STATE OF TEXAS, §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §**

THAT the **City of Garland, Texas** ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the **City of Denton**, a Texas home rule municipal corporation, which is located in Denton County, Texas, and whose mailing address is 215 E. McKinney, Denton, Texas 76201 ("Grantee") receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does by these presents GRANT, BARGAIN, SELL, and CONVEY unto Grantee a perpetual access easement in, along, upon, under, over, and across that certain real property situated in Denton County, Texas, being approximately 0.076 acres and being more particularly described in Exhibit "A" and illustrated in Exhibit "B" attached hereto and incorporated into this document by reference (the "EASEMENT PROPERTY"), for the purposes of operating and perpetually maintaining access and related facilities for passage in, along, upon, under, over, and across said Easement Property, including without limitation, making additions to, improvements on, and repairs to the "Gravel Drive," as so defined and depicted on Exhibit "B," or any part thereof (collectively referred to herein as the "Facilities").

Grantee shall have the right of free and uninterrupted use, liberty, passage, ingress, egress, and regress, at all times in, along, upon, under, over and across the Easement Property for Grantee, its agents, employees, contractors, workmen, and representatives, for the purposes set forth herein, along with all rights necessary for full use and enjoyment of the above grant. Grantee may further, at Grantee's sole cost and expense, install gates in existing fences within such Easement Property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same. Grantee is allowed to place no more than one (1) lock (at any one time) on any gate, which lock may be used in common with other locks on such gates for use by Grantor and other parties authorized by Grantor from time to time. Grantee shall not fence the Permanent Easement area from Grantor's remaining Property.

This Easement is subject to the following covenants and agreements:

1. Structures. No buildings, fences, structures, signs, facilities, improvements, or obstructions of any kind, or portions thereof, except for the Gravel Drive and possible gates mentioned above, shall be constructed, erected, reconstructed, or placed in, along, upon, under, over or across the Easement Property. Further, Grantor stipulates and acknowledges that the Grantee, in consideration of the benefits above set out, may alter the grade of the Easement Property and may remove from the Easement Property at Grantee's sole cost and expense, such buildings, fences, structures, signs, facilities, improvements and other obstructions as may now or hereafter be found upon said Property and dispose of any such buildings, fences, structures, signs, facilities, improvements or obstructions in any manner it deems necessary without liability to Grantee.

2. Maintenance of Lateral Slope. No activity, of any kind, shall be conducted on the Easement Property by Grantor that may impair, damage, or destroy the lateral slope established for access, including without limitation, excavation or movement of soil or other material.

3. Access. For the purpose of exercising and enjoying the rights granted herein, the Grantee shall have access to the Easement Property by way of existing public property or right-of-way, or other property in which City possesses a right of access.

4. Trees and Landscaping. No shrub or tree shall be planted upon the Easement Property or that may encroach upon the Easement Property. Grantee may, at Grantee's expense, cut, trim, or remove any shrubs or trees, or portions of shrubs or trees now or hereafter located within or that may encroach or overhang upon the Easement Property without liability to Grantee, including without limitation, the obligation to make further payment to Grantor.

5. Grantor's Rights. Grantor shall have the right, subject to the covenants and restrictions contained herein, to make use of the Property for any purpose that does not interfere with the City's rights granted to it herein for the purposes granted.

6. Successors and Assigns. This grant and the provisions contained herein shall constitute covenants running with the land and shall be binding upon the Grantor and Grantee, and their successors and assigns. Grantee acknowledges the easement granted herein is non-exclusive, subject to the rights herein granted. However, Grantor agrees not to assign further easement rights within the Easement Property to any other utility providers without the prior, written consent of Grantee. Upon written consent of Grantee, such consent to be exercised at the sole discretion of Grantee, other utility providers may be permitted by Grantee under separate grant from Grantor to construct, operate, maintain, repair, replace, and remove their respective utilities in, on, over, under, and across the Easement Property perpendicularly or as otherwise

may be permitted by Grantee in writing.

TO HAVE AND TO HOLD the above Easement unto Grantee, its successor and assigns, forever, and Grantor hereby warrants and forever agrees to defend the above-described Easement Property unto Grantee, its successors and assigns, against every person whomsoever claiming the same or any part hereof, by, through, or under Grantor, but not otherwise.

EXECUTED the _____ day of _____, 2019.

GRANTOR:

CITY OF GARLAND

By: _____
Name:
Capacity:

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared _____, _____ of the City of Garland, Texas, 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 and for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2019.

Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:
City of Denton – Engineering Department
Real Estate and Capital Support
216 W. Mulberry
Denton, Texas 76201
Attn: Deanna Cody

EXHIBIT "A"

ACCESS EASEMENT NO. 2

Part of Lot 3, Block 2 – Municipal Utility Addition

BEING a 0.076 acre tract of land situated in the Mary L. Austin Survey, Abstract No. 4, City of Denton, Denton County, Texas, and being a part of Lot 3, Block 2 of Municipal Utility Addition, an Addition to the City of Denton, Texas, according to the Replat thereof recorded in Document No. 2009-139 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner in a common interior line between the above cited Lot 3 and Lot 2, Block 2 per said Replat of Municipal Utility Addition recorded in Document No. 2009-139, from which a 60d nail found for a common interior corner of said Lots 2 and 3 bears North 88°55'42" East a distance of 67.16 feet and a 1/2 inch iron rod with cap stamped "Coleman RPLS 4001" found for the Southeast corner of said Lot 3 and the Most Southerly Southwest corner of said Lot 2 bears South 39°44'02" East a distance of 405.17 feet;

THENCE South 88°55'42" West along said common line, passing 1/2 inch iron rod with illegible cap found for a common interior corner of said Lots 2 and 3 at a distance of 1.12 feet, and continuing for a total distance of 33.15 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner in the East line of a 60' wide access easement per said Replat of Municipal Utility Addition recorded in Document No. 2009-139;

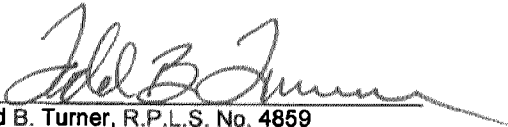
THENCE North 01°10'45" West along the East line of said 60' wide access easement, for a distance of 100.00 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner;

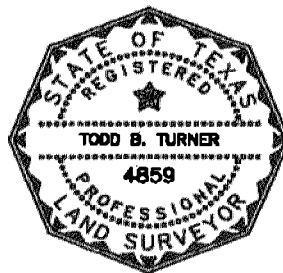
THENCE North 88°55'42" East departing the East line of said 60' wide access easement, for a distance of 33.15 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner;

THENCE South 01°10'45" East for a distance of 100.00 feet to the **POINT OF BEGINNING**, and containing 0.076 acres of land, more or less.

NOTES:

1. Bearings are referenced to grid north of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) survey methods. Distances represent surface values utilizing a surface adjustment factor of 1.000147317 to scale from grid to surface.
2. An Easement Exhibit of even date herewith accompanies this Easement Description. See Pages 2 and 3.


Todd B. Turner, R.P.L.S. No. 4859
Teague Nall & Perkins
1517 Centre Place Drive, Suite 320
Denton, Texas 76205
940-383-4177
Date: July 31, 2017



CITY OF GARLAND, TEXAS
DOC. NO. 2003-23494
R.P.R.D.C.T.

LOT 3, BLOCK 2
MUNICIPAL UTILITY
ADDITION
DOC. NO. 2009-139
P.R.D.C.T.

PROPOSED BOUNDARY
(BY SEPARATE
INSTRUMENT)

CITY OF DENTON, TEXAS
75' PUBLIC UTILITY
EASEMENT
DOC. NO. 2009-139

OVERHEAD
POWERLINES
(SIGN)

CITY OF DENTON, TEXAS
60' ACCESS EASEMENT
DOC. NO. 2009-139

PROPOSED ACCESS
EASEMENT No. 1
(BY SEPARATE INSTRUMENT)

25' UTILITY EASEMENT
AGREEMENT BETWEEN
CITY OF DENTON, TEXAS AND
SPENCER STATION GENERATING
COMPANY, L.P.
VOL. 4870, PG. 1330
R.P.R.D.C.T.

LOT 3, BLOCK 2
MUNICIPAL UTILITY ADDITION
DOC. NO. 2009-139
P.R.D.C.T.

**ACCESS
EASEMENT No. 2**
0.076 ACRES

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 88°55'42" W	33.15'
L2	N 01°10'45" W	100.00'
L3	N 88°55'42" E	33.15'
L4	S 01°10'45" E	100.00'

**POINT OF
BEGINNING**

**MARY L. AUSTIN SURVEY
ABSTRACT NO. 4**

LOT 2, BLOCK 2
MUNICIPAL UTILITY ADDITION
DOC NO 2009-139
P.R.D.C.T.

SPENCER ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)

NOTE:

1. See Page 1 for Legal Description.
2. See Page 3 for Legend & Notes.

EXHIBIT "B"

ACCESS EASEMENT No. 2

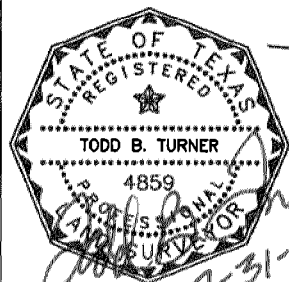
BEING A 0.076 ACRE TRACT OF LAND SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4,
AND BEING A PART OF LOT 3, BLOCK 2
MUNICIPAL UTILITY ADDITION
CITY OF DENTON, DENTON COUNTY, TEXAS

teague nall & perkins

1517 Centre Place Drive, Suite 320
Denton, Texas 76205
940.383.4177 ph 940.383.8026 fx
TBPLS Firm No. 10011601
www.tnpinc.com

DME13222

PAGE 2 OF 3



LEGEND	
⊙	1/2 IRON ROD FOUND (UNLESS NOTED OTHERWISE)
⊗	5/8 IRON ROD SET STAMPED "TNP INC ESMT"
⊕	5/8 IRON ROD SET STAMPED "TNP" (UNLESS NOTED OTHERWISE)
☼	LIGHT POLE
⊞	POWER POLE
⊠	ATMOS GAS SIGN (AGS) UNLESS NOTED OTHERWISE
⊙	GAS TEST STATION
⊙	FIRE HYDRANT
⊙	STORM DRAIN MANHOLE (SDMH)
⊞	TELEPHONE UTILITY
⊞	WATER MANHOLE
⊞	WATER METER (WM)
⊞	2" PVC WATER PIPE
EASEMENT BOUNDARY LINE	=====
PROPERTY LINE	=====
RIGHT-OF-WAY LINE	=====
EXISTING EASEMENT LINE	-----
FENCE LINE	---○---○---○---○---
OVERHEAD ELECTRIC LINE	---OHE---OHE---OHE---

NOTES:

1. Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. The distances shown hereon represent surface values utilizing a combined scale factor of 1.000147317 to scale from grid to surface.
2. A Legal Description of even date herewith accompanies this Exhibit. See Page 1.
3. See Page 2 for Easement Exhibit.
4. This Exhibit was prepared without the benefit of a current Title Commitment or Encumbrance Report. Additional easements, rights-of-way and/or other matters of record may affect this tract that are not shown hereon.



teague nall & perkins

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Denton, Texas 76205
940.383.4177 ph 940.383.8026 fx
TBPLS Firm No. 10011601
www.tnplnc.com

EXHIBIT "B"
ACCESS EASEMENT No. 2
BEING A 0.076 ACRE TRACT OF LAND SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4,
AND BEING A PART OF LOT 3, BLOCK 2
MUNICIPAL UTILITY ADDITION
CITY OF DENTON, DENTON COUNTY, TEXAS

DME13222

PAGE 3 OF 3

Attachment 3

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

PERMANENT ACCESS EASEMENT

**THE STATE OF TEXAS, §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §**

THAT the **City of Denton, Texas** ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the **City of Garland**, a Texas home rule municipal corporation, which is located in Dallas County, Texas, and whose mailing address is 200 N. Fifth Street, Garland, Texas 75040 ("Grantee") receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does by these presents GRANT, BARGAIN, SELL, and CONVEY unto Grantee a perpetual access easement in, along, upon, under, over, and across that certain real property situated in Denton County, Texas, being approximately 0.210 acres and being more particularly described in Exhibit "A" and illustrated in Exhibit "B" attached hereto and incorporated into this document by reference (the "EASEMENT PROPERTY"), for the purposes of operating and perpetually maintaining access and related facilities for passage in, along, upon, under, over, and across said Easement Property, including without limitation, making additions to, improvements on, and repairs to the "Gravel Drive," as so defined and depicted on Exhibit "B," or any part thereof (collectively referred to herein as the "Facilities").

Grantee shall have the right of free and uninterrupted use, liberty, passage, ingress, egress, and regress, at all times in, along, upon, under, over and across the Easement Property for Grantee, its agents, employees, contractors, workmen, and representatives, for the purposes set forth herein, along with all rights necessary for full use and enjoyment of the above grant. Grantee may further, at Grantee's sole cost and expense, install gates in existing fences within such Easement Property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same. Grantee is allowed to place no more than one (1) lock (at any one time) on any gate, which lock may be used in common with other locks on such gates for use by Grantor and other parties authorized by Grantor from time to time. Grantee shall not fence the Permanent Easement area from Grantor's remaining Property.

This Easement is subject to the following covenants and agreements:

1. Structures. No buildings, fences, structures, signs, facilities, improvements, or obstructions of any kind, or portions thereof, except for the Gravel Drive and possible gates mentioned above, shall be constructed, erected, reconstructed, or placed in, along, upon, under, over or across the Easement Property. Further, Grantor stipulates and acknowledges that the Grantee, in consideration of the benefits above set out, may alter the grade of the Easement Property and may remove from the Easement Property at Grantee's sole cost and expense, such buildings, fences, structures, signs, facilities, improvements and other obstructions as may now or hereafter be found upon said Property and dispose of any such buildings, fences, structures, signs, facilities, improvements or obstructions in any manner it deems necessary without liability to Grantee.

2. Maintenance of Lateral Slope. No activity, of any kind, shall be conducted on the Easement Property by Grantor that may impair, damage, or destroy the lateral slope established for access, including without limitation, excavation or movement of soil or other material.

3. Access. For the purpose of exercising and enjoying the rights granted herein, the Grantee shall have access to the Easement Property by way of existing public property or right-of-way, or other property in which City possesses a right of access.

4. Trees and Landscaping. No shrub or tree shall be planted upon the Easement Property or that may encroach upon the Easement Property. Grantee may, at Grantee's expense, cut, trim, or remove any shrubs or trees, or portions of shrubs or trees now or hereafter located within or that may encroach or overhang upon the Easement Property without liability to Grantee, including without limitation, the obligation to make further payment to Grantor.

5. Grantor's Rights. Grantor shall have the right, subject to the covenants and restrictions contained herein, to make use of the Property for any purpose that does not interfere with the City's rights granted to it herein for the purposes granted.

6. Successors and Assigns. This grant and the provisions contained herein shall constitute covenants running with the land and shall be binding upon the Grantor and Grantee, and their successors and assigns. Grantee acknowledges the easement granted herein is non-exclusive, subject to the rights herein granted. However, Grantor agrees not to assign further easement rights within the Easement Property to any other utility providers without the prior, written consent of Grantee. Upon written consent of Grantee, such consent to be exercised at the sole discretion of Grantee, other utility providers may be permitted by Grantee under separate grant from Grantor to construct, operate, maintain, repair, replace, and remove their respective utilities in, on, over, under, and across the Easement Property perpendicularly or as otherwise

may be permitted by Grantee in writing.

TO HAVE AND TO HOLD the above Easement unto Grantee, its successor and assigns, forever, and Grantor hereby warrants and forever agrees to defend the above-described Easement Property unto Grantee, its successors and assigns, against every person whomsoever claiming the same or any part hereof, by, through, or under Grantor, but not otherwise.

EXECUTED the _____ day of _____, 2019.

GRANTOR:

CITY OF DENTON, TEXAS

By: _____
Name: Todd Hileman
Capacity: City Manager

ATTEST:
ROSA RIOS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Todd Hileman, City Manager of the City of Denton, Texas, 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 and for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2019.

Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:
City of Garland

EXHIBIT "A"

ACCESS EASEMENT NO. 1

Part of Lot 3, Block 2 – Municipal Utility Addition

BEING a 0.210 acre tract of land situated in the Mary L. Austin Survey, Abstract No. 4, City of Denton, Denton County, Texas, and being a part of Lot 3, Block 2 of Municipal Utility Addition, an Addition to the City of Denton, Texas, according to the Replat thereof recorded in Document No. 2009-139 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "Coleman RPLS 4001" found for corner in the North line of Spencer Road, a variable width public road, said point being the Southeast corner of the above cited Lot 3 and the most Southerly Southwest corner of Lot 2, Block 2 of said Municipal Utility Addition, from which a 1/2 inch iron rod found for the Southeast corner of said Lot 2 bears South 87°53'35" East a distance of 127.27 feet;

THENCE North 87°53'35" West along the North line of said Spencer Road, for a distance of 51.85 feet to a 1/2 inch iron rod with cap stamped "Coleman RPLS 4001" found for corner at the beginning of a curve to the left;

THENCE in a Westerly direction, continuing along the North line of said Spencer Road, and along said curve to the left having a central angle of 03°14'10", a radius of 1036.50 feet, a chord bearing of North 89°30'53" West, a chord distance of 58.53 feet, and an arc length of 58.54 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE South 88°52'01" West continuing along the North line of said Spencer Street, for a distance of 132.78 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 86°11'29" West continuing along the North line of said Spencer Street, for a distance of 60.03 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a non-tangent curve to the right;

THENCE in a Westerly direction, continuing along the North line of said Spencer Street, and along said non-tangent curve to the right having a central angle of 00°35'13", a radius of 520.00 feet, a chord bearing of North 85°58'36" West, a chord distance of 5.33 feet and an arc length of 5.33 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner at the **POINT OF BEGINNING** for the herein described easement;

THENCE in a Westerly direction, continuing along the North line of said Spencer Street, and along said curve to the right having a central angle of 03°19'52", a radius of 520.00 feet, a chord bearing of North 84°01'04" West, a chord distance of 30.23 feet and an arc length of 30.23 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner;

THENCE North 01°04'18" West departing the North line of said Spencer Street, for a distance of 302.76 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 88°55'42" East for a distance of 30.00 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner, from which a 1/2 inch iron rod with illegible cap found for a common interior corner of said Lots 2 and 3 bears North 88°55'42" East a distance of 53.95 feet;

THENCE South 01°04'18" East for a distance of 306.47 feet to the **POINT OF BEGINNING**, and containing 0.210 acres of land, more or less.

NOTES:

1. Bearings are referenced to grid north of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) survey methods. Distances represent surface values utilizing a surface adjustment factor of 1.000147317 to scale from grid to surface.
2. An Easement Exhibit of even date herewith accompanies this Easement Description. See Pages 2 and 3.


Todd B. Turner, R.P.L.S. No. 4859
Teague Nall & Perkins
1517 Centre Place Drive, Suite 320
Denton, Texas 76205
940-383-4177
Date: July 28, 2017



CITY OF GARLAND, TEXAS
DOC. NO. 2003-23494
P.R.D.C.T.

**LOT 3, BLOCK 2
MUNICIPAL UTILITY ADDITION**
DOC NO 2009-139
P.R.D.C.T.

CITY OF DENTON, TEXAS
60' ACCESS EASEMENT
DOC. NO. 2009-139

**LOT 3, BLOCK 2
MUNICIPAL UTILITY
ADDITION**
DOC NO 2009-139
P.R.D.C.T.

CURVE TABLE

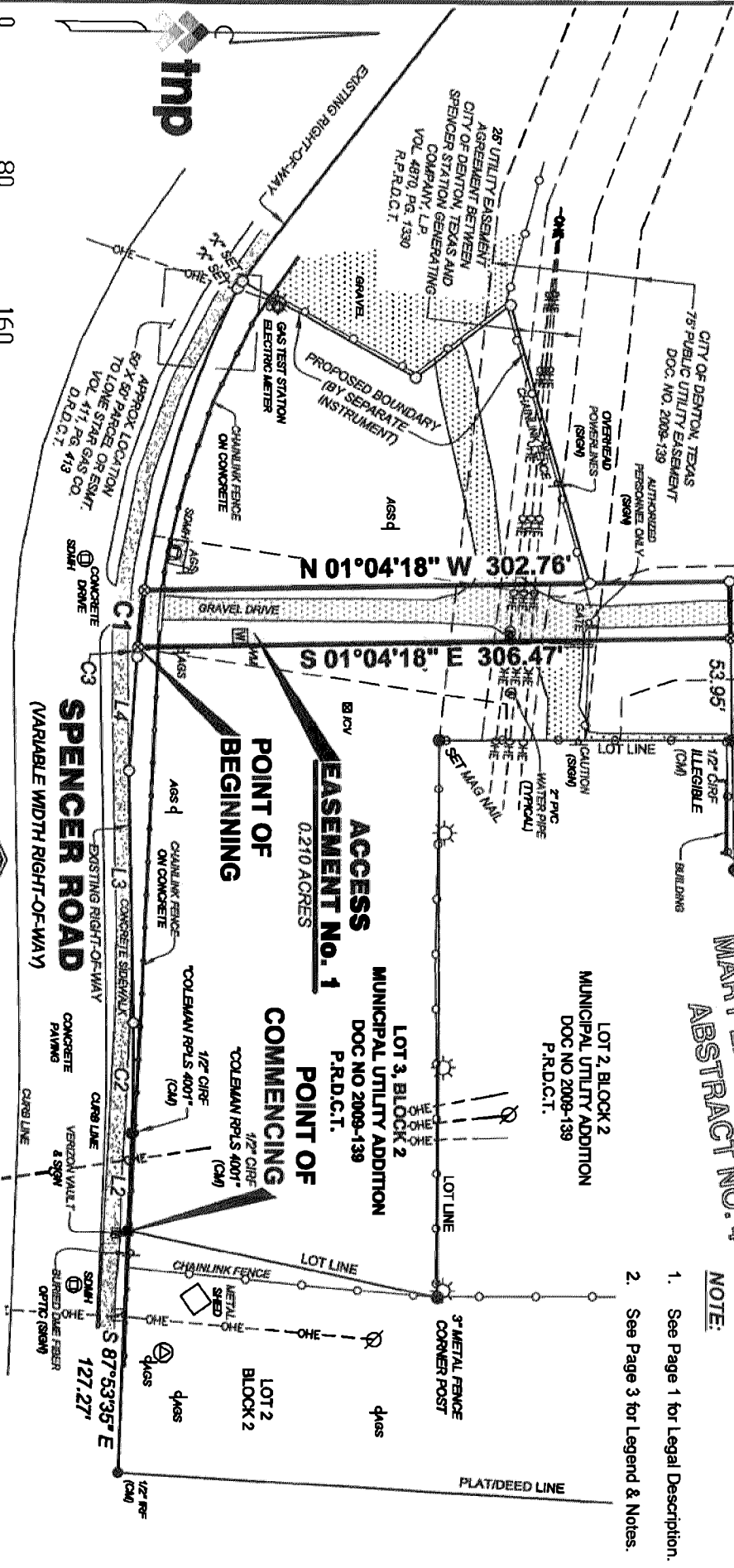
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	319.52°	520.00'	30.23'	N 84°01'04" W	30.23'
C2	314.10°	1036.50'	58.54'	N 89°30'53" W	58.53'
C3	035.13°	520.00'	5.33'	N 85°38'36" W	5.33'

LINE TABLE

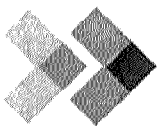
LINE	BEARING	DISTANCE
L1	N 88°55'42" E	30.00'
L2	N 87°53'35" W	51.85'
L3	S 88°52'01" W	132.78'
L4	N 85°11'29" W	60.03'

**MARY L. AUSTIN SURVEY
ABSTRACT NO. 4**

- NOTE:**
- See Page 1 for Legal Description.
 - See Page 3 for Legend & Notes.



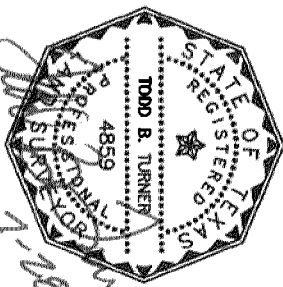
SCALE: 1" = 80'



tnp

teague nail & perkins

1517 Centre Place Drive, Suite 320
Denton, Texas 76205
940.383.4177 ph 940.383.8028 fx
TBP15 Firm No. 10011601
www.tnppinc.com



ACCESS EASEMENT NO. 1

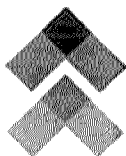
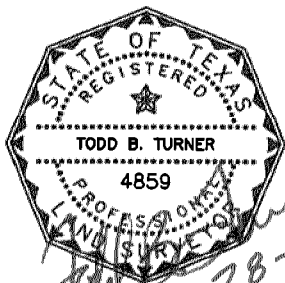
BEING A 0.210 ACRE TRACT OF LAND SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4,
AND BEING A PART OF LOT 3, BLOCK 2
MUNICIPAL UTILITY ADDITION
CITY OF DENTON, DENTON COUNTY, TEXAS

EXHIBIT "B"

LEGEND	
○	1/2 IRON ROD FOUND (UNLESS NOTED OTHERWISE)
⊗	5/8 IRON ROD SET STAMPED "TNP INC ESMT"
⊙	5/8 IRON ROD SET STAMPED "TNP" (UNLESS NOTED OTHERWISE)
⊛	LIGHT POLE
⊞	POWER POLE
⊠	ATMOS GAS SIGN (AGS) UNLESS NOTED OTHERWISE
⊡	GAS TEST STATION
⊢	FIRE HYDRANT
⊣	STORM DRAIN MANHOLE (SDMH)
⊤	TELEPHONE UTILITY
⊥	WATER MANHOLE
⊦	WATER METER (WM)
⊧	2" PVC WATER PIPE
EASEMENT BOUNDARY LINE	=====
PROPERTY LINE	=====
RIGHT-OF-WAY LINE	=====
EXISTING EASEMENT LINE	-----
FENCE LINE	---○---○---○---○---
OVERHEAD ELECTRIC LINE	---OHE---OHE---OHE---

NOTES:

1. Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. The distances shown hereon represent surface values utilizing a combined scale factor of 1.000147317 to scale from grid to surface.
2. A Legal Description of even date herewith accompanies this Exhibit. See Page 1.
3. See Page 2 for Easement Exhibit.
4. This Exhibit was prepared without the benefit of a current Title Commitment or Encumbrance Report. Additional easements, rights-of-way and/or other matters of record may affect this tract that are not shown hereon.



teague nall & perkins

1517 Centre Place Drive, Suite 320
Denton, Texas 76205
940.383.4177 ph 940.383.8026 fx
TBPLS Firm No. 10011601
www.tnplnc.com

EXHIBIT "B"

ACCESS EASEMENT No. 1

BEING A 0.210 ACRE TRACT OF LAND SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4,
AND BEING A PART OF LOT 3, BLOCK 2
MUNICIPAL UTILITY ADDITION
CITY OF DENTON, DENTON COUNTY, TEXAS

DME13222

PAGE 3 OF 3



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

5.

Meeting Date: 12/17/2019

Item Title: Sale of Property - 726 Parker Circle

Submitted By: Corey Worsham, Tax Administrator

Summary of Request/Problem

At the December 2, 2019 Work Session, Council was briefed on the potential sale of property located at 726 Parker Circle. The City of Garland has received an unsolicited offer from Habitat for Humanity of Greater Garland, Inc. related to the purchase of City owned property obtained through a 2019 Sheriff's Sale. Habitat for Humanity of Greater Garland, Inc. has presented an offer of \$25,500 for the property. The City of Garland will receive \$6,348.79 from the proceeds of this sale.

Recommendation/Action Requested and Justification

Staff recommends that the City Council accept the offer and sell the property to Habitat for Humanity of Greater Garland, Inc. This property has been held by the City of Garland since January 2019 and pursuant to Section 34.05 of the Texas Property Tax Code it may be resold to a private entity with approval of the governing body.

Attachments

726 Parker Circle resolution

726 Parker Circle offer

726 Parker Circle deed

726 Parker Circle map and picture

RESOLUTION NO. _____

A RESOLUTION AGREEING TO THE SALE OF CERTAIN PROPERTY LOCATED WITHIN THE CITY OF GARLAND AND OWNED BY TAXING AUTHORITIES INCLUDING THE CITY OF GARLAND AS THE RESULT OF A TAX SALE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, taxing entities including the City of Garland, Texas, have become owners of certain real property by virtue of a foreclosure sale conducted pursuant to an order of the 298th Judicial District Court of Dallas County, Texas in cause number TX99-40721 and TX97-40849, and

WHEREAS, it is to the benefit of all taxing entities that the property ultimately be returned to the tax rolls

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

Section 1

That City does hereby consent to the sale of property commonly known as 726 Parker Circle, situated in the City of Garland, County of Dallas, State of Texas to wit:

LOT 1, BLOCK 6, RAINBOW ESTATES NO. 5 ADDITION, aka 726 PARKER CIR., CITY OF GARLAND, DALLAS COUNTY, TEXAS, AS RECORDED IN VOL. 82022, PAGE 2232, OF THE DALLAS COUNTY DEED RECORDS (the "Property").

Section 2

That the Mayor is hereby authorized to execute a deed without warranty in the form and substance of that attached hereto as Exhibit "A".

Section 3

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

PASSED AND APPROVED this the ____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



J. DOUGLAS BURNSIDE
Attorney at Law
1919 S. Shiloh Rd, Ste 310, LB 40
Garland, Texas 75042
p: 972-278-8282
f: 972-278-8222
w: www.pbfcml.com

November 13, 2019

Mr. Corey Worsham
Tax Assessor/Collector
City of Garland
217 N. 5th Street
Garland, Texas 75040

Via electronic-mail

Re: Offer from Habitat for Humanity of Greater Garland, Inc. to purchase
726 Parker Circle, Garland, Texas

Dear Mr. Worsham:

Habitat for Humanity of Greater Garland, Inc. has offered to purchase 726 Parker Circle, Garland, Texas (LOT 1, BLOCK 6, RAINBOW ESTATES NO. 5 ADDITION, aka 726 PARKER CIR., CITY OF GARLAND, DALLAS COUNTY, TEXAS, AS RECORDED IN VOL. 82022, PAGE 2232, OF THE DALLAS COUNTY DEED RECORDS) for \$25,500.00. In addition to that amount, all post-judgment taxes for the years 2017-2019 will be paid at closing. The total amount of post-judgment taxes will be approximately \$2,198.17 of which the City of Garland will receive approximately \$561.12.

This property was sold at a Sheriff's Sale on January 2, 2019 pursuant to delinquent tax collection suit number TX16-02077 combined with TX99-40721 and TX97-40849. There were no bidders and the property was struck off to the City of Garland for itself and on behalf of the other taxing jurisdictions. The property was struck off for the assessed value in the judgment, \$25,500.00.

The property's most recent value according to the Appraisal District is \$25,500.00. The total judgment amount was \$68,419.97, which includes taxes, penalties and interest, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code, City reimbursement for post-sale maintenance, court costs and costs of sale must be paid first out of the proceeds of a resale. Those expenses and costs total \$9,538.60. The remainder would be distributed to the taxing jurisdictions pro-rata. A breakdown of amounts each taxing entity will receive is enclosed.

Because the sale price is equal to the assessed value of the property in the Judgment, this sale meets the criteria of §34.05(h) and does not require the consent of the other taxing units in the Judgment.

If the City decides to accept this offer, enclosed for execution is a Special Warranty Deed our office prepared for this resale. When the Deed is executed, please return it to me so that I may finalize the transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Douglas Burnside", is written over a light blue rectangular background.

J. Douglas Burnside

Enclosure

Exhibit A
Re-sale Disbursement Worksheet

CAD Acct #:	26468500060010000
Property address:	726 Parker Circle
Cause No.:	TX16-02077 w/ TX99-40721 & TX97-40849
Offer Amount:	\$25,500.00
DCAD Value:	\$25,500.00
Judgment Date:	July 20, 2017
Sheriff's Sale Date:	January 2, 2019
Judgment amount:	GISD 1986-2016 taxes \$11,622.80 (51.3%)
	City 1986-2016 taxes \$6,081.44 (26.9%)
	County 1986-2016 taxes \$4,934.70 (21.8%)
Total Judgment for Taxes:	\$22,638.94
City Abatement Liens:	\$20,478.04
Court costs:	\$5,819.34
Sheriff's fees for sale:	\$1,610.26
Publication fees for sheriff's sale, paid by Perdue Brandon:	\$609.00
Total Costs:	\$8,038.60

Funds to be disbursed as follows:

1.	Dallas County District Clerk	\$5,819.34
2.	Dallas County Sheriff	\$1,610.26
3.	Perdue Brandon Fielder Collins & Mott, LLP	\$609.00
4.	City of Garland (administrative fee)	\$1,500.00
5.	City of Garland (Pro-rata Judgment tax year distribution)	\$4,287.67
6.	Garland ISD (Pro-rata Judgment tax year distribution)	\$8,194.56
7.	Dallas County (Pro-rata Judgment tax year distribution)	\$3,479.17
	TOTAL Judgment Distribution	\$25,500.00

Post Judgment Distribution:

8.	City of Garland (Post Judgment tax year distribution)	\$561.12
9.	Garland ISD (Post Judgment tax year distribution)	\$1,114.18
10.	Dallas County (Post Judgment tax year distribution)	\$522.87
	TOTAL Post Judgment Distribution	\$2,198.17

	TOTAL Distribution	\$27,698.17
--	---------------------------	--------------------

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Habitat for Humanity of Greater Garland, Inc., 2909 Broadway Blvd., Garland, TX 75041** ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain lot, tract, or parcel of land, commonly known as **726 Parker Circle**, situated in the City of Garland, County of Dallas, State of Texas, to wit:

**LOT 1, BLOCK 6, RAINBOW ESTATES NO. 5 ADDITION, aka
726 PARKER CIR., CITY OF GARLAND, DALLAS COUNTY,
TEXAS, AS RECORDED IN VOL. 82022, PAGE 2232, OF THE
DALLAS COUNTY DEED RECORDS (the "Property").**

This Deed Without Warranty is subject to:

- (i) any and all visible and apparent easements and encroachments, whether of record or not;
- (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;
- (iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;
- (iv) rights of parties in possession; and
- (v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING UNDER COMMON LAW OR STATUTE.

The intent of this Deed Without Warranty is to transfer the Property foreclosed on by the Grantor taxing jurisdictions in Cause TX16-02077 combined with TX99-40721 and TX97-40849 in the 298th Judicial District Court, Dallas County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 20__.

GRANTOR:

CITY OF GARLAND, a Texas home-rule
municipality

By: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

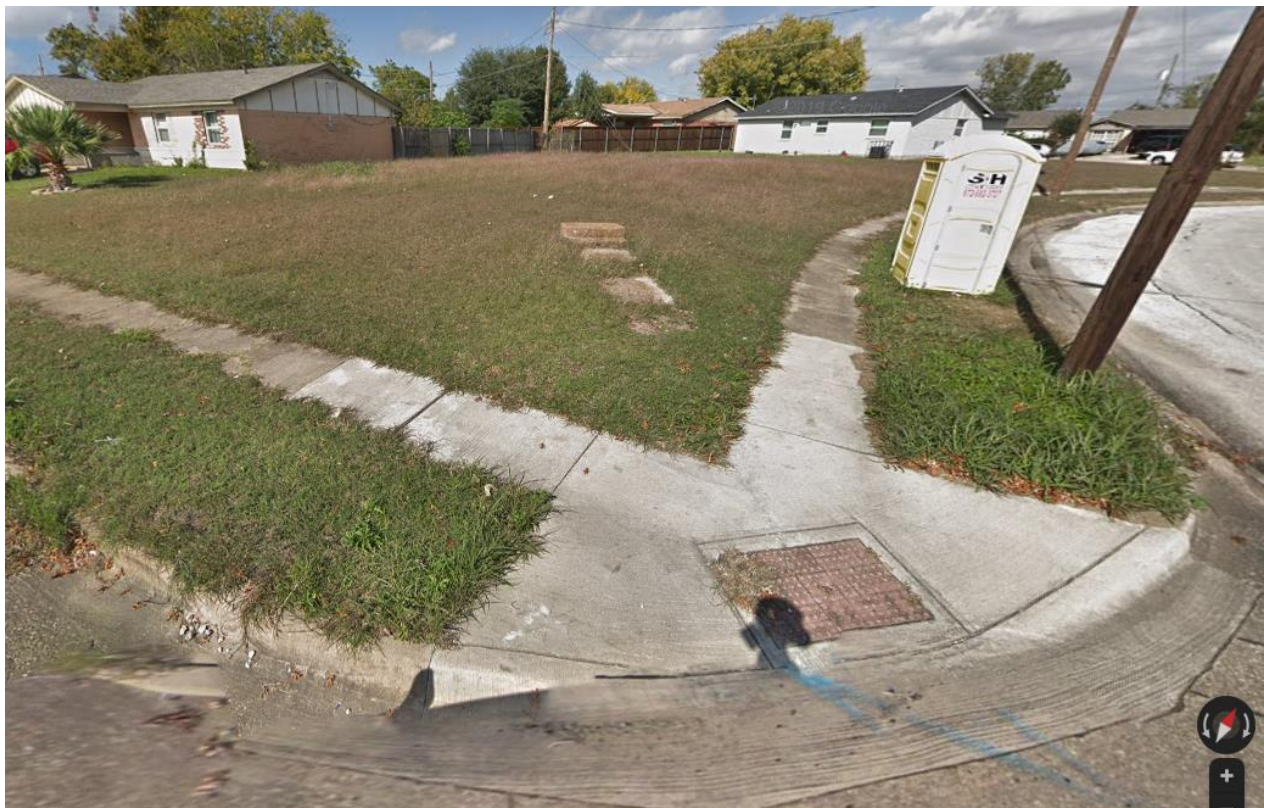
The foregoing instrument was acknowledged before me on the _____ day of _____, 20__, by _____, in his capacity as Mayor of the City of Garland.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

726 Parker Circle Map and Picture





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

6.

Meeting Date: 12/17/2019

Item Title: 2020 City Council Meeting Dates

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

At the November 4, 2019 Work Session, Council considered meeting dates for the 2020 calendar year.

Recommendation/Action Requested and Justification

Approve a resolution adopting the 2020 City Council Work Session and Regular Session meeting dates.

Attachments

Council Meeting Resolution
2020 Council Dates

RESOLUTION NO.

A RESOLUTION APPROVING A SCHEDULE FOR MEETINGS OF THE CITY COUNCIL TO BE HELD IN CALENDAR YEAR 2020; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, because some of the meeting dates as prescribed by Sec. 10.14 for calendar year 2020 are impracticable due to conflicts with holidays, Council scheduling policies, and the like, those meetings must be rescheduled;

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

Section 1

That the City Council hereby approves the schedule of meetings as provided in Exhibit "A" attached hereto and incorporated herein by reference for work session and regular meetings to be held in calendar year 2020.

Section 2

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

PASSED AND APPROVED this the ____th day of December, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

2020 Schedule of Council Meeting Dates

Monday, January 06, 2020	Work Session
Tuesday, January 07, 2020	Regular Session
Monday, January 13, 2020	Work Session
Tuesday, January 14, 2020	Regular Session
Monday, February 3, 2020	Work Session
Monday, February 04, 2019	Regular Session
Monday, February 17, 2020	Work Session
Tuesday, February 18, 2020	Regular Session
Monday, March 02, 2020	Work Session
Tuesday, March 03, 2020	Regular Session
Saturday, March 16, 2019	Work Session
Tuesday, March 17, 2020	Regular Session
Monday, April 06, 2020	Work Session
Tuesday, April 07, 2020	Regular Session
Monday, April 20, 2020	Work Session
Tuesday, April 21, 2020	Regular Session
Monday, May 04, 2020	Work Session
Tuesday, May 05, 2020	Regular Session
Monday, May 18, 2020	Work Session
Tuesday, May 19, 2020	Regular Session
Monday, June 01, 2020	Work Session
Tuesday, June 02, 2020	Regular Session
Saturday, June 15, 2019	Work Session
Sunday, June 16, 2019	Regular Session
Monday, July 06, 2020	Work Session
Tuesday, July 07, 2020	Regular Session
Monday, July 20, 2020	Work Session
Tuesday, July 21, 2020	Regular Session
Monday, August 03, 2020	Work Session
Tuesday, August 04, 2020	Regular Session
Monday, August 17, 2020	Work Session
Tuesday, August 18, 2020	Regular Session
Monday, August 31, 2020	Work Session
Tuesday, September 01, 2020	Regular Session
Monday, September 14, 2020	Work Session
Tuesday, September 15, 2020	Regular Session
Monday, October 12, 2020	Work Session
Tuesday, October 13, 2020	Regular Session
Monday, October 19, 2020	Work Session
Tuesday, October 20, 2020	Regular Session
Monday, November 9, 2020	Work Session
Tuesday, November 10, 2020	Regular Session
Monday, November 16, 2020	Work Session
Tuesday, November 17, 2020	Regular Session

Monday, November 30, 2020	Work Session
Tuesday, December 01, 2020	Regular Session
Monday, December 14, 2020	Work Session
Tuesday, December 15, 2020	Regular Session



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

7.

Meeting Date: 12/17/2019

Item Title: 2020 Housing Tax Credit Process Revision

Submitted By: Mona Woodard, Neighborhood Services Administrator

Summary of Request/Problem

Formal adoption of the 2020 Housing Tax Credit process and application. Council was provided the revised 2020 Housing Tax Credit Application process and application at the December 2, 2019 Work Session.

Recommendation/Action Requested and Justification

Staff is recommending approval of the 2020 Housing Tax Credit process and application via minute action.

Attachments

Tax Credit Score Sheet

Tax Credit Application

Scoring for Low Income Housing Tax Credit Application

2020 Low Income Tax Credit Applications

Developer Name: _____

Project Location: _____

Number of Units: _____

Percentage Affordable: _____

Age Restricted: _____

Market Rate Percentage _____

Scoring Criteria

Applications are scored per category. There are 10 different scoring categories. A minimum of 55 points is required to be scored in order to be considered for Resolution of Support.

Maximum Points: _____ 100

Development Type - Maximum 50 points

*Acquisition/Demolition/Redevelopment of Existing
Complex = 50 points*

*Rehabilitation of Existing Multifamily Complex
= 20 points*

*New construction of multifamily housing on property
currently zoned multifamily as of October 2019 unless
the parcel proposed is located in an area with an
approved, current redevelopment plan that includes
new construction of multifamily housing identified as a
supportive use.
= 10 points*

Addresses a Housing Need Identified in the Consolidated Plan - Maximum 5 Points

TDHCA Tax Credit Experience with Multiple Developments - Max 5 points

Access to DART Transportation - Max 5 points

0 -.50 miles = 5 points

.51 - 1 miles = 2 points

Over 1 mile = 0 points

Mixed Income Developments - Max 5 points

33% or more Market Rate Units = 5 points

Less than 33% = 0 points

**Location/Height/Density Compatible with
Neighborhood - Max 5 points**

Yes = 5 points

No = 0 points

**Development Provides Onsite Management -
Max 5 points**

Yes = 5 points

No = 0 points

Age Restricted Development - Max 5 points

Senior 55+ = 5 points

Non age restricted = 2 points

Community Support - Max 10 points

Received Council Person Support = 5 points

Conducted Community Meetings = 5 points

No community support = 0 points

Complete Market Analysis Provided - Max 5 points

Yes = 5 points

No = 0 points

TOTAL Points

0



Housing Tax Credit Resolution Application Packet

Revision: 10/2019



GARLAND

Low Income

Housing Tax Credit (LIHTC) Resolution Process

Texas Department of Housing and Community Affairs (TDHCA) offers non-competitive 4% and competitive 9% LIHTC application processes. Non-competitive LIHTC applications may be received year round and are evaluated as received. Competitive 9% LIHTC applications follow a different process which typically begins in January of each year. Below is the timeline and application process for developers seeking resolutions for their Garland LIHTC TDHCA application:

City of Garland Application Timeline

Applications must be submitted to the Department of Housing and Community Services 30 days prior to the date the applicant is requesting delivery of the Resolution.

Support Resolution Requirements

Staff will use the information submitted by the developer along with the application (see attached) to determine whether a Resolution of Support (17 TDHCA application points) or a Resolution of No Objection (14 TDHCA application points) will be recommended to City Council.

Required Documentation

1. Completed application packet
2. Fee: \$10.00 per proposed unit.
3. A letter from the Planning Department is required to be submitted confirming the current zoning on the property.
4. Preference shall be given to tax credit proposals in the following order:
 - a. Demolition and Reconstruction of an existing substandard multi-family development.
 - b. Rehabilitation of an existing multi-family development.
 - c. **New Construction on property currently zoned as multifamily as of October 2019. An exception to this zoning requirement would only be given for proposals submitted where a parcel is located in an area with an approved, current redevelopment plan that includes new construction of multifamily housing identified specifically as a supportive use.**
 - d.
 - e. Preference will be given to senior citizen age restricted projects.
 - f. The application **must** address a housing need or problem identified in the City of Garland's Consolidated Plan.
5. Points provided for Developers that have demonstrated experience with the TDHCA tax credit programs from several municipalities.
6. Points are provided for locations within ½ mile of Dart station or stop.
7. Preference shall be given to mixed-income developments where at least 30% of the units are market-based.
8. Points shall be given for developments utilizing land currently zoned multifamily. The location/height and density of the development must be compatible with the surrounding neighborhood.
9. The project solicit community support from residents within a 400 foot radius of the project.
10. Points are provided to tax credit projects that provided full-time on-site management.
11. Points are provided to tax credit projects that provide a complete market analysis which demonstrates the ability of the market to absorb the new dwelling units.
12. Preference shall be given to tax credit projects that are³ in the best interest of the City of Garland.



GARLAND

9% Housing Tax Credit
Resolution of Support Application



GARLAND

9 % Low Income Housing Tax Credit Application

All applications must be submitted along with all materials listed in the appropriate checklist. Housing and Community Services staff is available to advise you on any requirements.

Project Name: _____

Property Information

Property Address:
Legal Description:
Zoning District:
Do you intend to request funding for your project through the City of Garland Grant Process? YES ☐ NO ☐
Do you intend to request additional funding from the City for development? YES ☐ NO ☐

Applicant Information (property owner or authorized agent) Applicant will be used as the City's Official Contact

Name:	
Address:	
City/State/Zip:	
Work Phone:	Cell Phone:
Email:	
Do you have site control or owner's consent to apply for LIHTC funding on this site? YES ☐ NO ☐	

Property Owner Information

Owner Name:	
Address:	
City/State/Zip:	DUNS Number:
Work Phone:	Cell Phone:
Email:	

Applicant Signature:	
Printed Name:	Date:
By signing this form, the owner of the property authorizes the City of Garland to begin proceeding in accordance with the process for this request. The owner further acknowledges that submission of an application does not in any way obligate the City of Garland to approve the application and that although City Staff may make certain recommendations regarding this applications, the decision making authority may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.	



9 % Low Income Housing Tax Credit / Resolution of Support Checklist

This Checklist is intended to provide the information and data that is necessary to assess the merits of the project proposal.

Incomplete applications cannot be accepted for review. If all the information noted in the "Items Required for Submittal" section of this checklist is not provided, the application may not be accepted for processing.

Items Required for Submittal	
Application Form with required fees	☐
All required City of Garland documentation on page 2 of this packet	☐
Proposed Development name, Developer/Applicable owner(s) and/or Program name to be referenced in the City Resolution	☐
If a 501(c)3 organization, a copy of the IRA Letter of Determination	☐
Letter of Project Intent with Detailed Information listed below:	☐
Detailed Information	
Location Map of the Property	☐
Site Development:	☐
List the number of units.	☐
List the breakdown of rental rates by unit and income restrictions.	☐
Will rental rates change over time and how are they determined?	☐
How many accessible units are included?	☐
If the development includes market-rate units, do these units differ from the income-restricted units in any way?	☐
List the amenities included in individual units as well as those for the entire site	☐
Describe energy efficiency components that will be installed	☐
	☐
Background of the development company and management company	☐
Have there been any changes in company names or reorganizations?	☐
History of similar projects and complexes managed	☐
How many tax credit and/or HOME projects have you developed and managed?	☐
	☐
Financial:	☐
List the funding sources to be used	☐
List any past or current funding programs (state or federal) for which the property is under contract (USDA, Section 8, Etc.)	☐
Provide the anticipated breakdown of the development costs.	☐
Will the site be tax exempt after development?	☐
What is the affordability period required for this project?	☐
Provide a Pro Forma statement for the project.	☐
Will this development require extensive capital improvements?	☐
Please list any additional information or letters that you will be requesting from the City of Garland for the TDHCA application requirements.	☐
	☐



4% Low-Income Housing Tax Credit
Resolution of Support Application



GARLAND

4 % Low Income Housing Tax Credit Resolution of Support Application

All applications must be submitted along with all materials listed in the appropriate checklist. Housing and Community Services staff is available to advise you on any requirements.

Project Name: _____

Property Information

Property Address:
Legal Description:
Zoning District:
Do you intend to request funding for your project through the City of Garland Grant Process? YES ☐ NO ☐
Do you intend to request additional funding from the City for development? YES ☐ NO ☐

Applicant Information (property owner or authorized agent) Applicant will be used as the City's Official Contact

Name:	
Address:	
City/State/Zip:	
Work Phone:	Cell Phone:
Email:	
Do you have site control or owner's consent to apply for LIHTC funding on this site? YES ☐ NO ☐	

Property Owner Information

Owner Name:	
Address:	
City/State/Zip:	DUNS Number:
Work Phone:	Cell Phone:
Email:	

Applicant Signature:	
Printed Name:	Date:
By signing this form, the owner of the property authorizes the City of Garland to begin proceeding in accordance with the process for this request. The owner further acknowledges that submission of an application does not in any way obligate the City of Garland to approve the application and that although City Staff may make certain recommendations regarding this applications, the decision making authority may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.	



4 % Low Income Housing Tax Credit / Resolution of Support Checklist

This Checklist is intended to provide the information and data that is necessary to assess the merits of the project proposal.

Incomplete applications cannot be accepted for review. If all the information noted in the "Items Required for Submittal" section of this checklist is not provided, the application may not be accepted for processing.

Items Required for Submittal	
Application Form with required fees	☐
All required City of Garland documentation on page 2 of this packet	☐
Proposed Development name, Developer/Applicable owner(s) and/or Program name to be referenced in the City Resolution	☐
If 501(c) 3 organization, a copy of the IRS letter of Determination	☐
Letter of Project Intent, with detailed information listed below:	☐
Detailed Information	
Location Map of the Property	☐
Site Development:	☐
• <i>List the number of units.</i>	☐
• <i>List the breakdown of rental rates by unit and income restrictions.</i>	☐
• <i>Will rental rates change over time and how are they determined?</i>	☐
• <i>How many accessible units are included?</i>	☐
• <i>If the development includes market-rate units, do these units differ from the income-restricted units in any way?</i>	☐
• <i>List the amenities included in individual units as well as those for the entire site</i>	☐
• <i>Describe energy efficiency components that will be installed</i>	☐
	☐
Background of the development company and management company	☐
• <i>Have there been any changes in company names or reorganizations?</i>	☐
• <i>History of similar projects and complexes managed</i>	☐
• <i>How many tax credit and/or HOME projects have you developed and managed?</i>	☐
	☐
Financial:	☐
• <i>List the funding sources to be used</i>	☐
• <i>List any past or current funding programs (state or federal) for which the property is under contract (USDA, Section 8, Etc.)</i>	☐
• <i>Provide the anticipated breakdown of the development costs.</i>	☐
• <i>Will the site be tax exempt after development?</i>	☐
• <i>What is the affordability period required for this project?</i>	☐
• <i>Provide a Pro Forma statement for the project.</i>	☐
• <i>Will this development require extensive capital improvements?</i>	☐
Please list any additional information or letters that you will be requesting from the City of Garland for the TDHCA application requirements.	☐
	☐



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

8.

Meeting Date: 12/17/2019

Item Title: Consider an Ordinance Appointing Municipal Court Judges

Summary of Request/Problem

Due to retirements within the Municipal Court, the City Council has been conducting interviews of candidates for the two full-time judicial positions in Municipal Court. Under State law, judicial appointments to the Garland Municipal Court of Record must be done by ordinance. Additionally, Council is requested to approve the terms of the employment agreement for new judicial appointees.

Recommendation/Action Requested and Justification

Council is requested to consider the adoption of an ordinance appointing judges to the Municipal Court and approving an employment agreement with those persons. A draft of the appointment ordinance and the form of employment agreement is attached.

Attachments

Judge Appointment 2020
draft judge employment agreement

ORDINANCE NO.

**AN ORDINANCE APPOINTING JOHN SHOLDEN AND _____ AS JUDGES
OF THE MUNICIPAL COURT OF THE CITY OF GARLAND, TEXAS AND PROVIDING
AN EFFECTIVE DATE.**

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

Section 1

That John Sholden and _____ are hereby appointed as
judges of the Municipal Court of the City of Garland, Texas for a
term of office of two years commencing January 1, 2020 subject to
their taking of the oath of office as prescribed by law.

Section 2

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

PASSED AND APPROVED this the 17th day of December, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

STATEMENT OF ELECTED/APPOINTED OFFICER

I, John Sholden, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

John Sholden

SWORN TO and subscribed before me by John Sholden on this ____ day of _____, 20__.

[Seal]

Notary Public for the State of Texas

JUDGE
MUNICIPAL COURT OF THE CITY OF GARLAND, DALLAS COUNTY,
TEXAS

**In the name and by the authority of
the State of Texas**

OATH OF OFFICE

I, John Sholden, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Judge of the Municipal Court of the City of Garland, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

John Sholden

SWORN TO and subscribed before me by John Sholden on this _____ day of _____, 20__.

[Seal]

Notary Public for the State of Texas

JUDGE
MUNICIPAL COURT OF THE CITY OF GARLAND, DALLAS COUNTY,
TEXAS

DRAFT

FOR DISCUSSION PURPOSES ONLY

Non-Final and Unapproved

[This document has not been reviewed or approved by the Garland City Council]

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the Effective Date (as defined below) by and between the City of Garland, Texas (the “City”) and _____ (“Employee”).

1. Duties and Scope of Employment.

(A) *Position and Duties.* For the term of his employment under this Agreement, the City agrees to employ the Employee as a judge of the Garland Municipal Court reporting directly to the City Council. Employee shall have such duties, powers, authority, responsibilities, and obligations as provided by Article IV, Section 5 of the Charter of the City of Garland, Texas. Employee shall perform all such duties incident to his position diligently, to the best of his ability, and with the highest degree of good faith and loyalty to the principles governing judges within the State.

(B) *Obligations to the City.* During his employment under this Agreement, Employee shall devote his full time and energy to his service to the City and shall not be engaged in any outside practice of law or other activity without the express consent of the City Council, provided that Employee may engage in charitable, religious or community activities so long as no such activity is undertaken that may create a conflict of interest with the duties of impartiality and fairness attendant to the position of judge, as solely determined by the City Council. Employee shall abide by the City Council’s policies and rules regarding his employment during the term of his employment.

2. Term of Employment; Review.

(A) Unless sooner terminated in accordance with the provisions of Section 4 of this Agreement, the City agrees to employ the Employee, and Employee agrees to continue in employment with the City, as a municipal judge beginning on the Effective Date and continuing through December 31, 2022.

(B) The City Council shall annually review and evaluate the performance of Employee during the term of this Agreement in accordance with the City Council’s policies on the review of its appointed employees.

3. Compensation; Benefits; Expenses.

(A) *Compensation.* For the services rendered by Employee during the term of this Agreement, Employee shall be entitled to the following:

- (1) A salary, payable bi-weekly or in accordance with a schedule generally applicable to other City employees, at the annual rate of \$_____.00;
- (2) Deferred compensation in the amount of \$_____.00 annually payable to a “Section 457” or other deferred compensation plan offered through the City to non-civil service employees; and
- (3) A non-recurring, one-time remuneration of \$____.00 payable as a lump sum following one year of satisfactory performance.

The sum of the amounts described in Section 3(A)(1) and 3(A)(2), along with the benefits that Employee may receive as pay under Section 3(B) less Employees’ costs of participation in such benefits, shall hereinafter be referred to as the “Base Salary”. By way of example, Employee may be entitled to stability pay as a benefit, which should be included as Base Salary, and if receiving health insurance benefits, would be obligated to pay the Employee’s share of those benefits, which should be deducted from Base Salary.

(B) *Benefits.* Employee shall be allowed to participate in all City health, welfare, retirement, savings, and other employee benefit and fringe benefit plans on the same basis as that offered or provided to other full-time non-civil service City employees subject to the terms and conditions generally applicable to other non-executive-level City employees who participate in such plans.

(C) *Professional Development and Dues.* The City agrees to budget for and pay, on behalf of Employee, all professional fees, dues, and seminar/conference registrations costs together with the costs and expenses incurred (consistent with City travel and reimbursement policies) necessary for the Employee to maintain his license to practice law, to serve as a judge of a municipal court of record, and such other professional development of Employee that may be in the best interests of the City.

(D) *Expenses.* Employee shall be entitled to reimbursement for other incurred or out-of-pocket expenses in accordance with generally applicable City policies governing the reimbursement of employee expenses.

(F) *Vacation, Sick Leave, and Time Off.* Employee shall be entitled to such vacation and sick leave as generally applies under City policy to employees of similar seniority.

4. Termination.

(A) The City may terminate Employee’s employment either for Good Cause or at will and without Good Cause at any time. In the event the Employee is terminated without Good Cause or this Agreement is not renewed at the end of its term without Good Cause, the City agrees to pay Employee severance pay in the amount of six months of Employee’s annual “Base Salary” then in effect. For purposes of this Agreement, the City shall have “Good Cause” to terminate Employee’s employment if:

(1) The Employee willfully fails to substantially and materially perform his duties hereunder and such failure is not cured or discontinued within a reasonable period of time, not to exceed 30 days, after the Employee receives written notice from the City specifying the grounds for such failure;

(2) The Employee commits an act of dishonesty, disloyalty or other conflict of interest intended to result in personal enrichment at the expense of the City or the Employee is convicted of any felony;

(3) The Employee is unable to practice law within the State of Texas; or

(4) For other incompetency, misconduct, malfeasance, or for a disability that cannot be lawfully accommodated.

(B) The severance pay provided in this Section is expressly conditioned on Employee's execution of an appropriate release of all claims, known or unknown, that Employee may then have or contemplate and the submission of a written resignation from the office of municipal judge. The failure to submit such resignation shall be deemed misconduct under the provisions of Article IV, Section 8 of the Garland City Charter and a waiver of any right to severance pay under the provisions of this Section 4.

(C) If the City at any time reduces the salary, compensation, or other benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all City employees, or if the City refuses, within thirty days of written notice from Employee of the specifics of non-compliance, to comply with any other provision of this Agreement that benefits the Employee, then the Employee may deem his employment terminated without Good Cause and shall be entitled to severance pay as provided in and conditioned by this Section 4.

(D) Employee may resign or terminate this Agreement at will by providing not less than thirty days written notice to the City. If the Employee voluntarily resigns his position during the term of this Agreement, Employee shall not be entitled to severance pay as provided by this Section 4.

5. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

6. Attorney's Fees. Should either party to this Agreement commence legal proceedings against the other to enforce the terms and provisions of this Agreement, the party losing in such legal

proceedings shall pay the reasonable attorneys' fees and expenses (including, but not limited to expert witness fees and deposition expenses) of the party prevailing in such legal proceedings.

7. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. This Agreement is personal to Employee alone.

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

9. Waiver. Either City or Employee shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

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

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

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

13. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

15. Computation of Deadlines. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be

extended to the next day that is not a Saturday, Sunday or legal holiday.

16. Dispute Resolution; Enforcement of Contract. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five days after receipt of the notice of dispute; (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute; (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute. The parties agree that this is a contract for goods and services within the meaning provided by Chapter 271, TEX. LOCAL GOV'T CODE.

EXECUTED on the dates indicated below but deemed to be effective as of the 1st day of January, 2020 (the "Effective Date").

CITY:

EMPLOYEE:

Scott LeMay
Mayor

Municipal Judge

Date: _____

Date: _____



GARLAND PLANNING REPORT

City Council Regular Session Agenda

9. a.

Meeting Date: 12/17/2019

Item Title: Z 19-34 Market Mission, Inc. (District 5)

Submitted By: Kimberly Hopkins, Development Planner

REQUEST

Approval of a Specific Use Provision for a Food Processing and Storage Use on a property zoned Industrial (IN) District.

OWNER

Market Mission, Inc.

PLAN COMMISSION RECOMMENDATION

On November 25, 2019 the Plan Commission, by a vote of seven (7) to zero (0), recommended approval of a Specific Use Provision for a Food Processing and Storage Use on a property zoned Industrial (IN) District.

STAFF RECOMMENDATION

Approval of the request as presented by the applicant.

BACKGROUND

The applicant is requesting approval to allow the operation of a Food Processing and Storage business in an existing building.

SITE DATA

The site contains approximately 2.18 acres with approximately 268 lineal feet of frontage along Market Street, which is used as the main access point to and from the property.

USE OF PROPERTY UNDER CURRENT ZONING

The Industrial (IN) District is intended to provide for a wide range of industrial uses that are generally not compatible adjacent to residential neighborhoods, and may or may not be compatible with some nonresidential uses. Such uses include manufacturing, processing, assembling, research and development, and warehousing and distribution. The Industrial (IN) District also accommodates support services for industrial development such as office, commercial, personal and professional services, and limited retail activities. The Industrial (IN) District regulations are designed to ensure compatibility among the various uses allowed in the

district, and to protect adjacent non-industrial development from potentially incompatible uses and conditions.

The applicant intends to use the property for Food Processing and Storage. A Food Processing and Storage operation requires a Specific Use Provision in the Industrial (IN) District.

CONSIDERATIONS

1. The applicant proposes to use an existing 30,500 square-foot building on a 2.18-acre property for Food Processing and Storage. The operation will consist of packing and storing frozen foods received from outside suppliers.
2. The site plan (Exhibit C) shows existing pavement and forty-eight (48) parking spaces on the overall site. The applicant proposes no changes to the existing parking count.
3. Neither a building expansion nor a parking lot expansion is being proposed with this request. Landscaping and screening compliance is not triggered by this request.
4. The applicant requests the Specific Use Provision to be in effect for a period of twenty (20) years.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Industry Center for the subject property. Industry Centers range in scale and intensity based on the surrounding vicinity and may consist of one or more buildings.

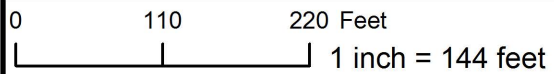
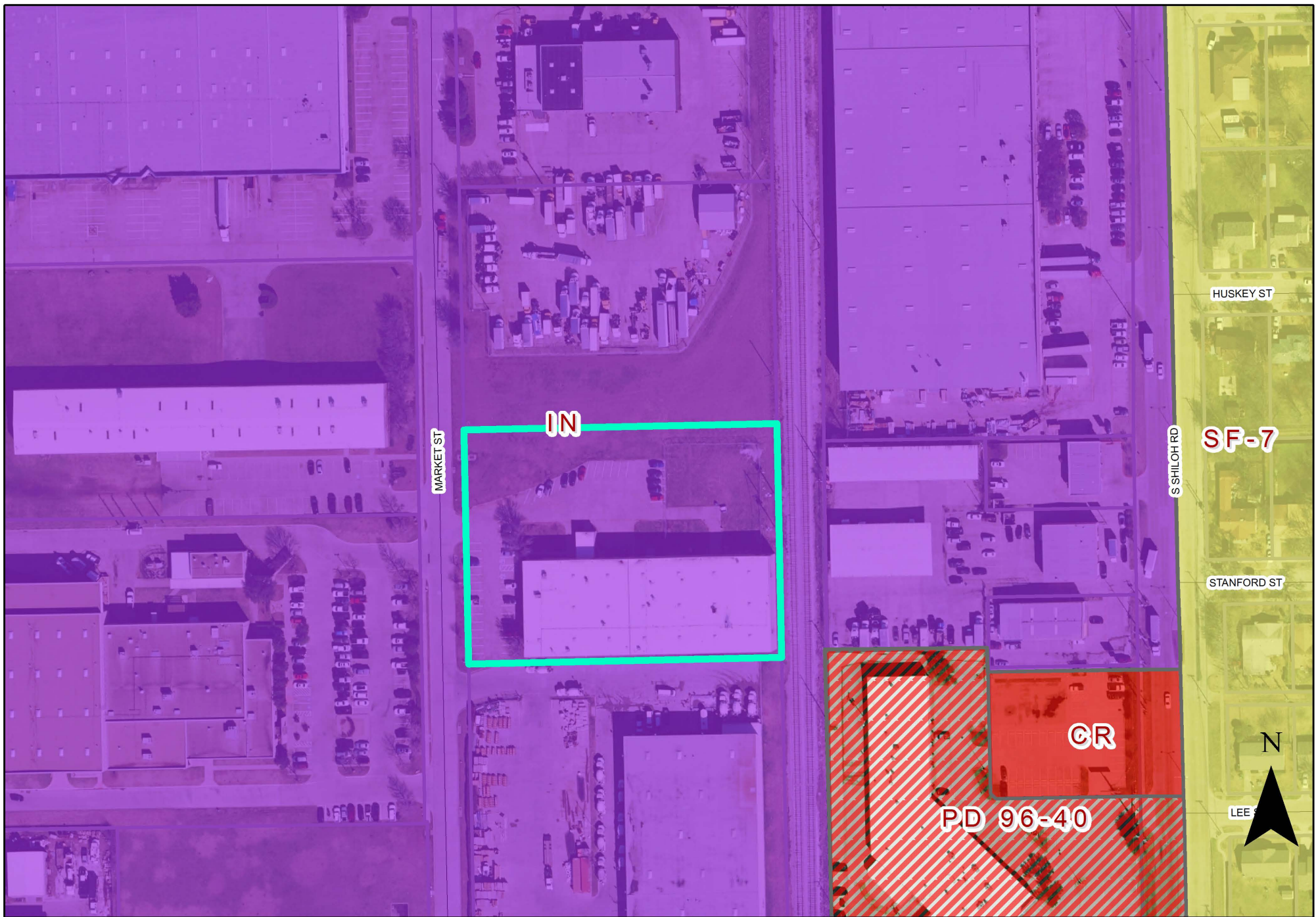
COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The property to the north, south, east, and west are zoned Industrial (IN) District; these properties include an insulation business, a tire and service center, lighting wholesales, and an equipment supplier. Southeast of the property is a site zoned Planned Development (PD) District 96-40 for Shopping Center Use including Automobile Leasing (New). To the far east of the subject property across Shiloh Road are properties zoned Single-Family-7 (SF-7) District; these properties are developed with residential neighborhoods.

The proposed Food Processing and Storage use is compatible with the surrounding area and consistent with uses found in industrial zoning districts.

Attachments

Z 19-34 Location Map
Z 19-34 Exhibit B
Z 19-34 Exhibit C
Z 19-34 R&M
Z 19-34 Responses
Z 19-34 Staff Presentation



Zoning Map Z 19-34



INDICATES AREA
OF REQUEST

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 19-34

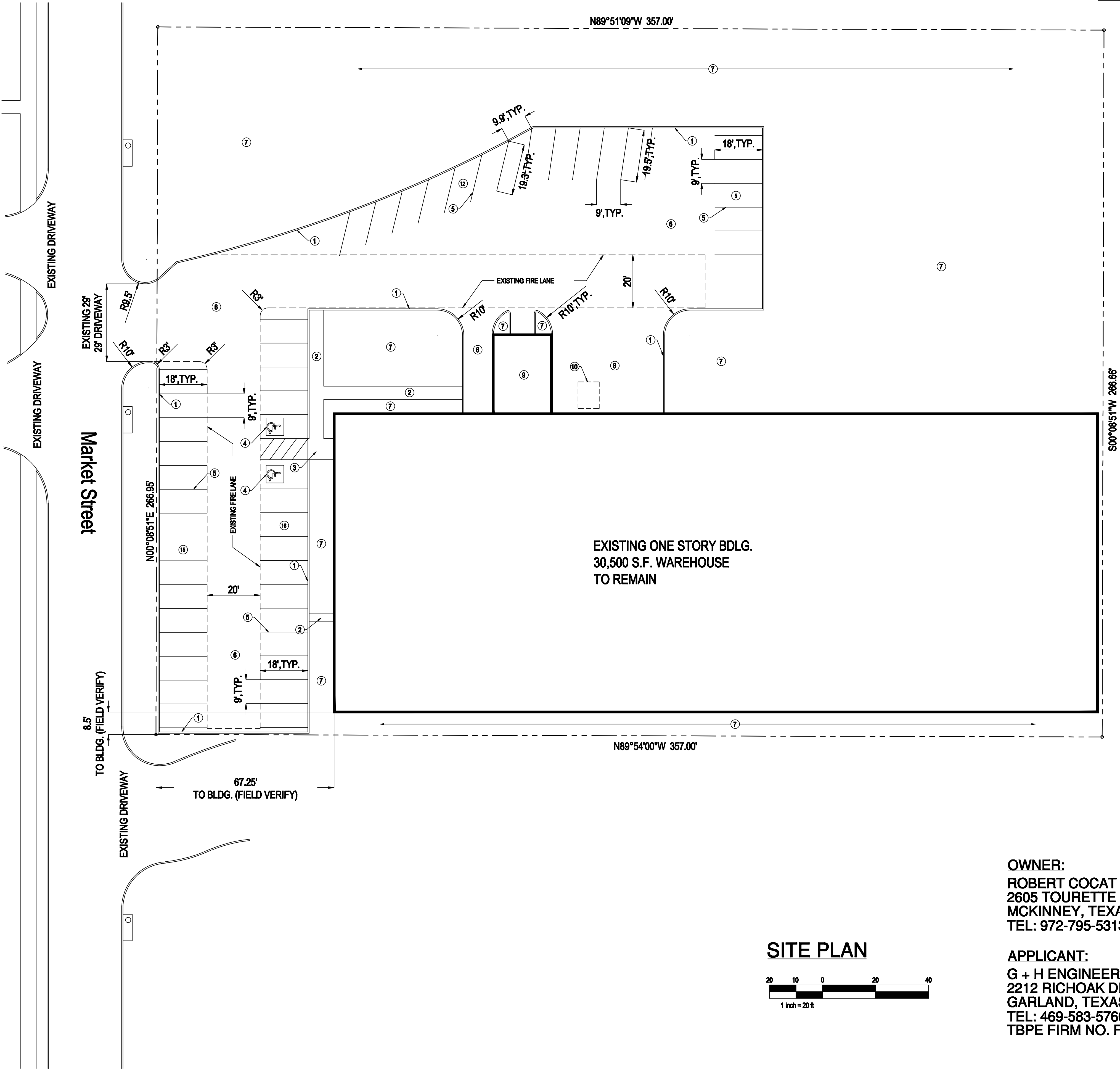
2960 Market Street

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

SITE SUMMARY	
ZONING	IN
BUILDING USE	WAREHOUSE (FOOD PROCESSING)
LOT AREA	95,249 SQ. FT OR 2.1866 AC.
BUILDING AREA	30,500 SQ. FT.
BUILDING HEIGHT	ONE STORY
TOTAL PARKING REQUIRED	32 SPACES
1 SPACE/1000 S.F. +1/EMP.	30,500 S.F. ÷ 30.5 + 1 = 32 SPACES INCLUDE (2 ADA)
PARKING PROVIDED	48 SPACES
TOTAL FLOOR AREA RATIO	0.32
TOTAL BUILDING COVERAGE	32%
TOTAL IMPERVIOUS AREA	56,970 SQ. FT.=59.8%
OPEN SPACE	38,280 SQ. FT.

- ① EXISTING CONCRETE CURB TO REMAIN
- ② EXISTING CONCRETE SIDEWALK TO REMAIN
- ③ EXISTING HANDICAP RAMP TO REMAIN
- ④ EXISTING HANDICAP PAVEMENT STRIPPING TO REMAIN
- ⑤ EXISTING 4" PAVEMENT STRIPPING TO REMAIN
- ⑥ EXISTING CONCRETE PAVEMENT TO REMAIN
- ⑦ LANDSCAPE AREA TO REMAIN
- ⑧ EXISTING CONCRETE PAVEMENT/ LOADING AREA TO REMAIN
- ⑨ EXISTING 650 SQ. FT. BUILDING ATTACHED TO MAIN BUILDING TO REMAIN
- ⑩ PROPOSED REFUSE CONTAINER LOCATION

NOTE:
THE LAYOUT SHOWN ON THIS DRAWING BASED ON THE EXISTING CONDITIONS AND MAY NOT REFLECT ACTUAL FIELD CONDITIONS
THE CONTRACTOR SHALL VERIFY THIS DRAWING WITH ACTUAL SITE CONDITIONS AND NOTIFY THE ENGINEER OF ANY INCONSISTENCIES BETWEEN THIS DRAWING AND ACTUAL CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.



OWNER:
ROBERT COCAT
2605 TOURETTE CT.
MCKINNEY, TEXAS 75070
TEL: 972-795-5313

APPLICANT:
G + H ENGINEERING & DESIGN, LLC
2212 RICHOK DRIVE
GARLAND, TEXAS 75044
TEL: 469-583-5766
TBPE FIRM NO. F-19819

G + H
Engineering & Design, Lc
2212 Richoak Drive
Garland, Texas 75044
Phone: 469-583-5766
Email: info@ghengr.com
TBPE FIRM NO. F-19819

REVISIONS:	
Δ	-

BALLY PLUS PRODUCTION
STORAGE & PACKING
2960 MARKET STREET
GARLAND, TEXAS 75041

DRAWING TITLE
SITE PLAN

SHEET NUMBER

C1.0

REPORT & MINUTES

P.C. Meeting, November 25, 2019

Consideration of the application of **Market Mission, Inc.**, requesting approval of a Specific Use Provision for a Food Processing and Storage Use on a property zoned Industrial (IN) District. This property is located at 2960 Market Street. (District 5) (File Z 19-34)

The applicant was available for questions. There were no questions of this applicant.

Motion was made by Commissioner Welborn to close the public hearing and **approve** the request per staff recommendation. Seconded by Commissioner Edwards.
Motion carried: 7 Ayes, 0 Nays.

**GARLAND**

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

November 13, 2019

HEARING DATE/TIME: Plan Commission: November 25, 2019 -- 7:00 PM

APPLICANT: Market Mission

File: Z 19-34

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, November 25, 2019, in the Council Chambers of the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, to consider the application of **Market Mission**, requesting approval of a Specific Use Provision for Food Processing and Storage on a property zoned Industrial (IN) District. The property is shown on the enclosed sketch and is described as follows:

BEING a 2.1866 acre Tract situated in the Henry Reid Survey, Abstract no 1197, and being all of Lot 1, Block 1, of Precision/Penske Addition, an Addition to the City of Garland, according to the plat thereof recorded in Volume 98056, Page 0001, Map Records, Dallas County, Texas, and also being part of that Tract of land conveyed to Precision Solar Controls, Inc. By deed recorded in Volume 95178, Page 2140, and all of that Tract of land in deed recorded in Volume 98096, Page 8415, both of the Deed Records, Dallas County, Texas. **This property is located at 2960 Market Street. (District 5)**

Note: The applicant proposes Food Processing and Storage in an existing building.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002; fax to 972-205-2474; deliver to the Planning Department at 800 Main Street, Garland TX; or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kimberly Hopkins at 972-205-2454.

Para Español, por favor contactar a Josue De La Vega 972-205-2833

(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

November 13, 2019

Z 19-34

Page 2 of 2

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

(Please complete the following information)

Your Property Address

2601 W. KINGSLEY

JIM SNEU

Printed Name

11400 N CENTRAL EXP

DAWSON, TX

75243

Address

City, State

Zip

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

Jim Sneu

Signature

President

Title

Date: 11-15-19



GARLAND

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

November 13, 2019

HEARING DATE/TIME: Plan Commission: November 25, 2019 – 7:00 PM

APPLICANT: Market Mission

File: Z 19-34

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BEING a 2.1866 acre Tract situated in the Henry Reid Survey, Abstract no 1197, and being all of Lot 1, Block 1, of Precision/Penske Addition, an Addition to the City of Garland, according to the plat thereof recorded in Volume 98056, Page 0001, Map Records, Dallas County, Texas, and also being part of that Tract of land conveyed to Precision Solar Controls, Inc. By deed recorded in Volume 95178, Page 2140, and all of that Tract of land in deed recorded in Volume 98096, Page 8415, both of the Deed Records, Dallas County, Texas. This property is located at 2960 Market Street. (District 5)

Note: The applicant proposes Food Processing and Storage in an existing building.

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Para Español, por favor contactar a Josue De La Vega 972-205-2833

(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

Received 11-18-19
[Signature]

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

(Please complete the following information)

Your Property Address

Master Hatters of Texas, Inc
Printed Name

2945 Market St Garland TX 75041
Address City, State Zip

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

[Signature] Pres
Signature Title

Date: 11/18/19

Z 19-34

**Approval of a Specific Use Provision for Food
Processing and Storage on a property zoned
Industrial (IN) District**

**City Council Meeting
December 17, 2019**



GARLAND

TEXAS MADE HERE

Case Information

Location: 2960 Market Street

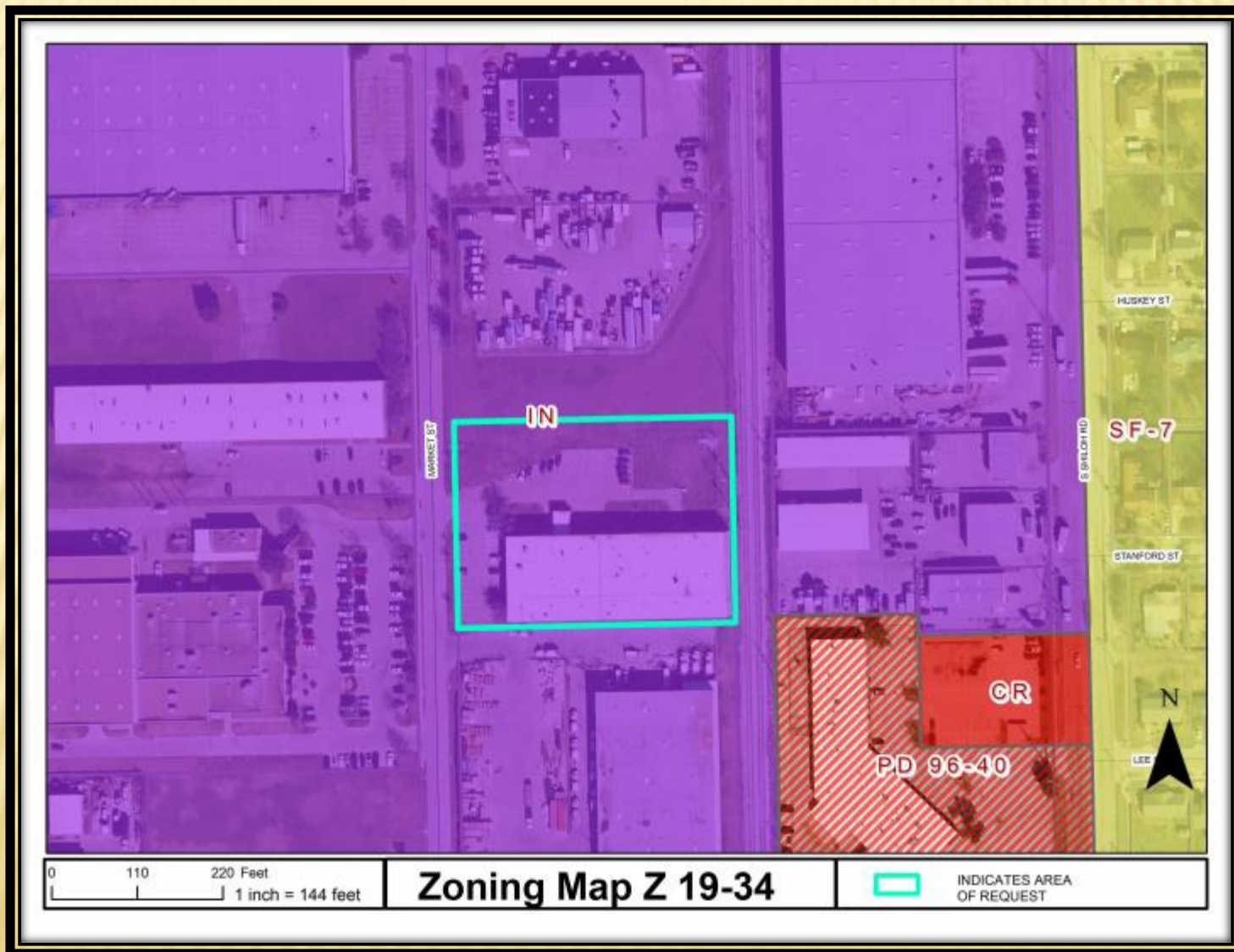
Applicant: Market Mission, Inc.

Owner: Market Mission, Inc.

Acreage: 2.18 acres

Zoning: Industrial (IN) District

Location Map



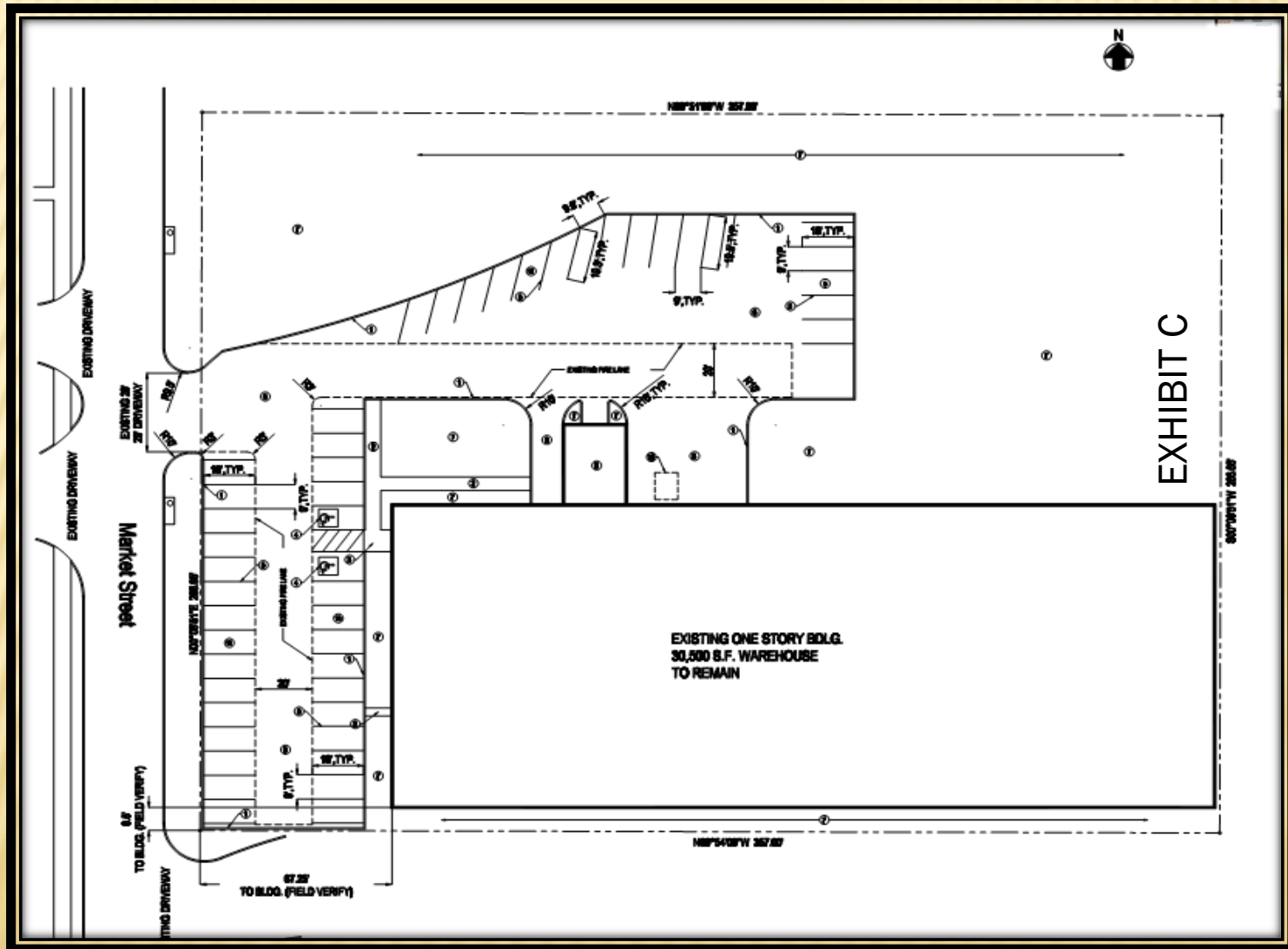
Photos





GARLAND
TEXAS MADE HERE

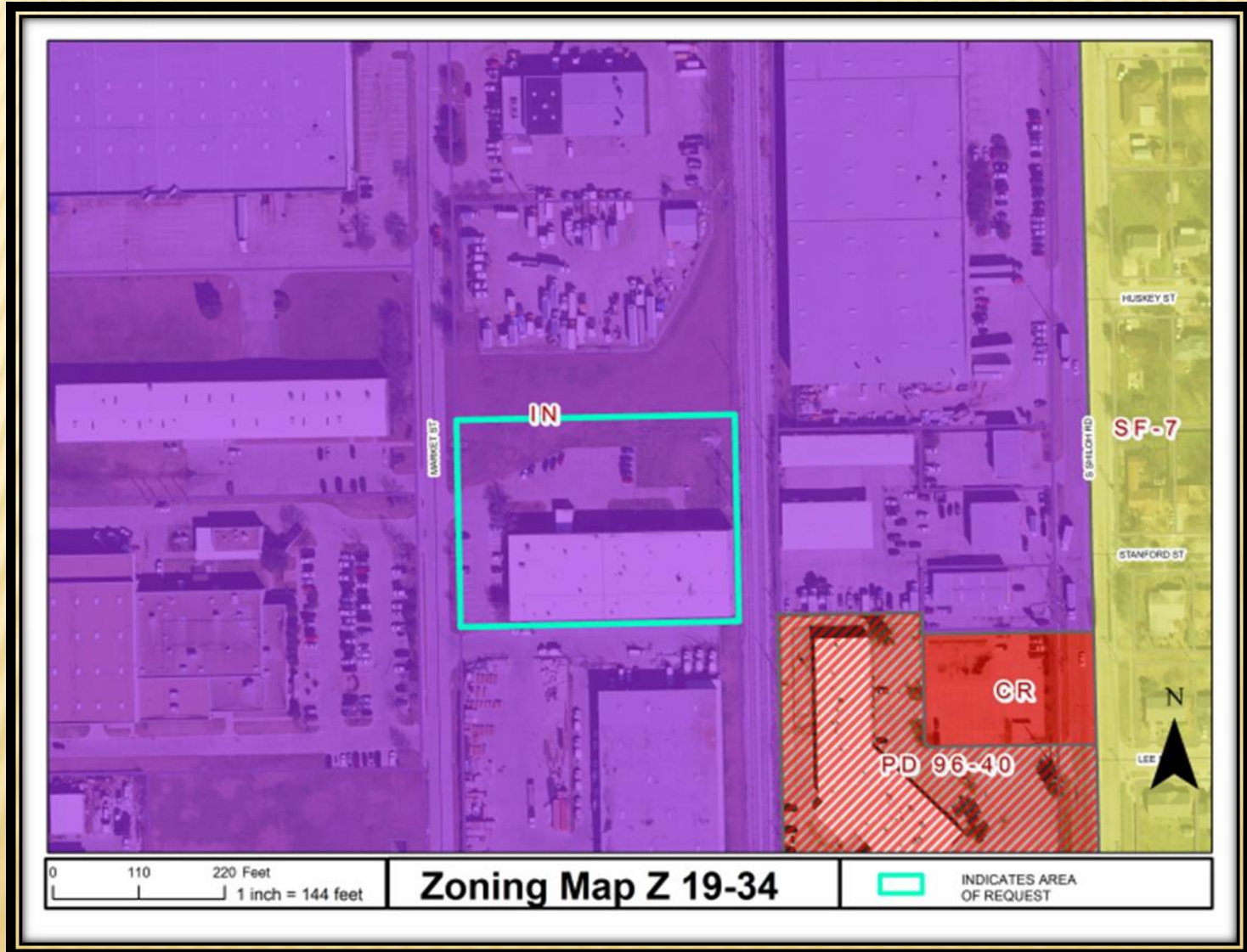
Site Plan



Consideration

The applicant requests the Specific Use Provision (SUP) to be in effect for a period of twenty (20) years.

Location Map





GARLAND PLANNING REPORT

City Council Regular Session Agenda

9. b.

Meeting Date: 12/17/2019

Item Title: BW 19-03 Afreen Lakhani (District 2)

Submitted By: Will Guerin, Planning Director

REQUEST

Variance to reduce the minimum separation requirement between an establishment that sells or serves alcoholic beverages and a school.

OWNER

DK Lakhani, LLC.

BACKGROUND

Chapter 2, Article 5, Section 2.55(A) of the Garland Development Code (GDC) states that an establishment that sells or serves alcoholic beverages may not be located nearer than 300 feet of a church, public school or public hospital. However, Section 2.55(C) allows for a variance process through the City Council. The applicant requests a variance to allow the sales of beer and wine for off-premise consumption at an existing convenience store [On a Run Foods] located at 723 East Miller Road. There is an existing public school [Hillside Academy for Excellence] southeast of the subject property, across the intersection of Miller Road and Dairy Road, approximately 167 feet away. In order to receive permits through the Texas Alcoholic Beverage Commission (TABC), the City of Garland must first give approval.

SITE DATA

The subject property contains approximately 0.48 acres and fronts approximately 180 feet along Miller Road and approximately 117 feet along Dairy Road. The subject property is zoned Community Retail (CR) District. The property also has a previous Specific Use Provision approval [S 10-17] for Fuel Pumps, Retail; however, there are no longer fuel pumps on the subject site.

CONSIDERATIONS

1. On the subject property sits a multi-tenant commercial building. The applicant wishes to sell beer and wine from the existing convenience store located at 723 East Miller Road. Beer and wine are currently sold at 715 East Miller Road [Sam's Beer and Wine] within the same building. The applicant is in the process of applying for a permit with the Texas Alcoholic Beverage Commission (TABC).

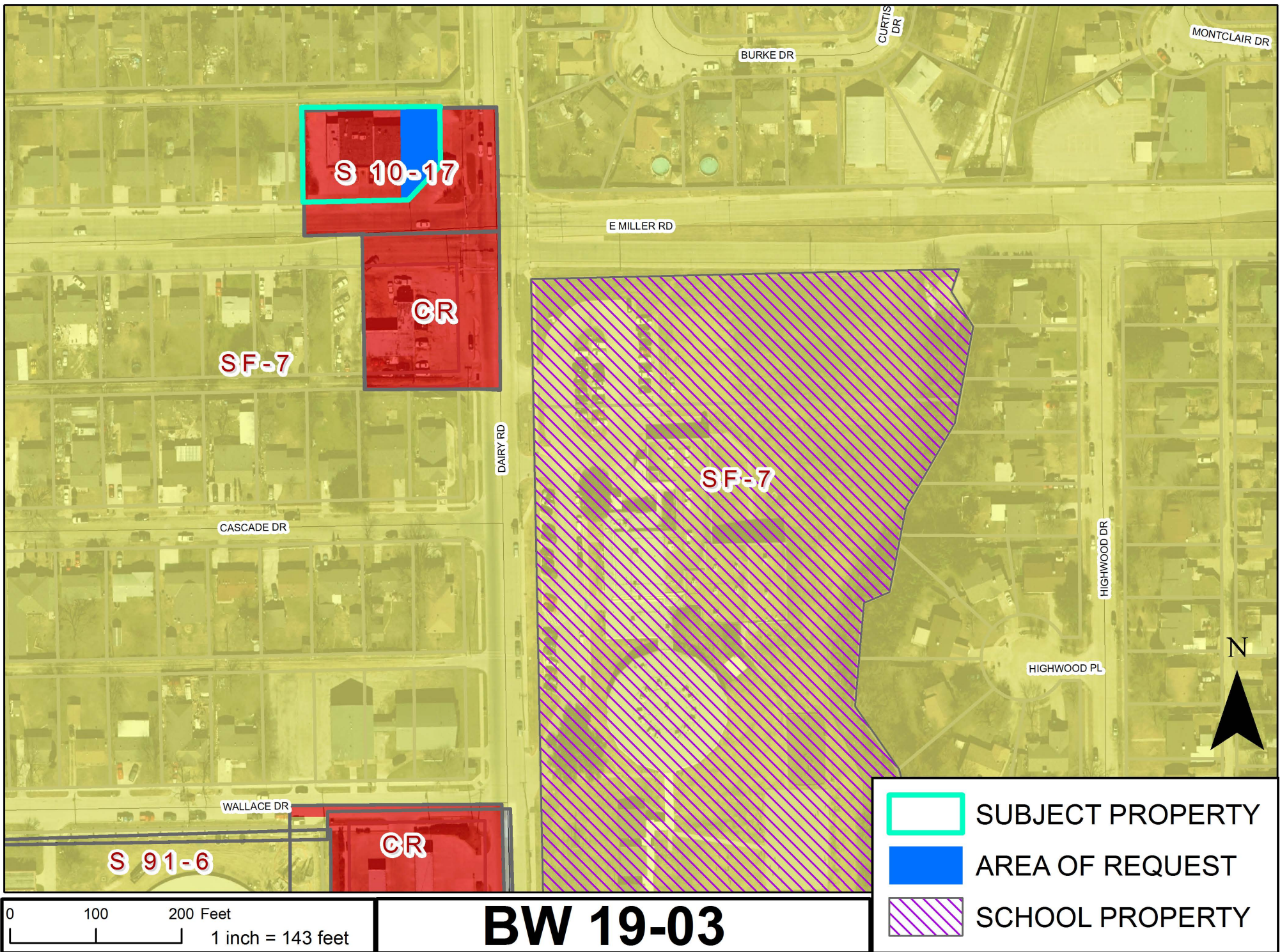
2. As mentioned above, Chapter 2, Article 5, Section 2.55(A) of the Garland Development Code (GDC) states that an establishment that sells or serves alcoholic beverages may not be located nearer than 300 feet to a church, public school or public hospital. There is an existing public school [Hillside Academy for Excellence] less than 300 feet from the subject property. Per the GDC guidelines, the measurement between public schools and alcohol-selling establishments is in a direct line from property line to property line; the subject property and the school property are approximately 167 feet apart.
3. A similar request to reduce the distance requirement for beer and wine sales for 723 East Miller Road was denied by the City Council on July 19, 2005. Another request was filed but withdrawn before the October 2, 2007 City Council meeting. The ownership of the property has since changed, and the Police Department has indicated no concern regarding this property.
4. Chapter 2, Article 5, Section 2.55(C) of the Garland Development Code (GDC) states that "The City Council may grant a variance to the distance regulations provided by this Section if the City Council determines that enforcement of those regulations in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the City Council, after consideration of the health, safety and welfare of the public and the equities of the situation, determines is in the best interest of the community."

Attachments

BW 19-03 Location Map

BW 19-03 Responses

BW 19-03 Staff Presentation



We did not receive any responses for this case.

BW 19-03

Approval of a variance to Section 2.55 of the Garland Development Code regarding the distance to a church, public school, or public hospital from an establishment that sells or serves alcoholic beverages.

**City Council Meeting
December 17, 2019**



GARLAND

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Case Information

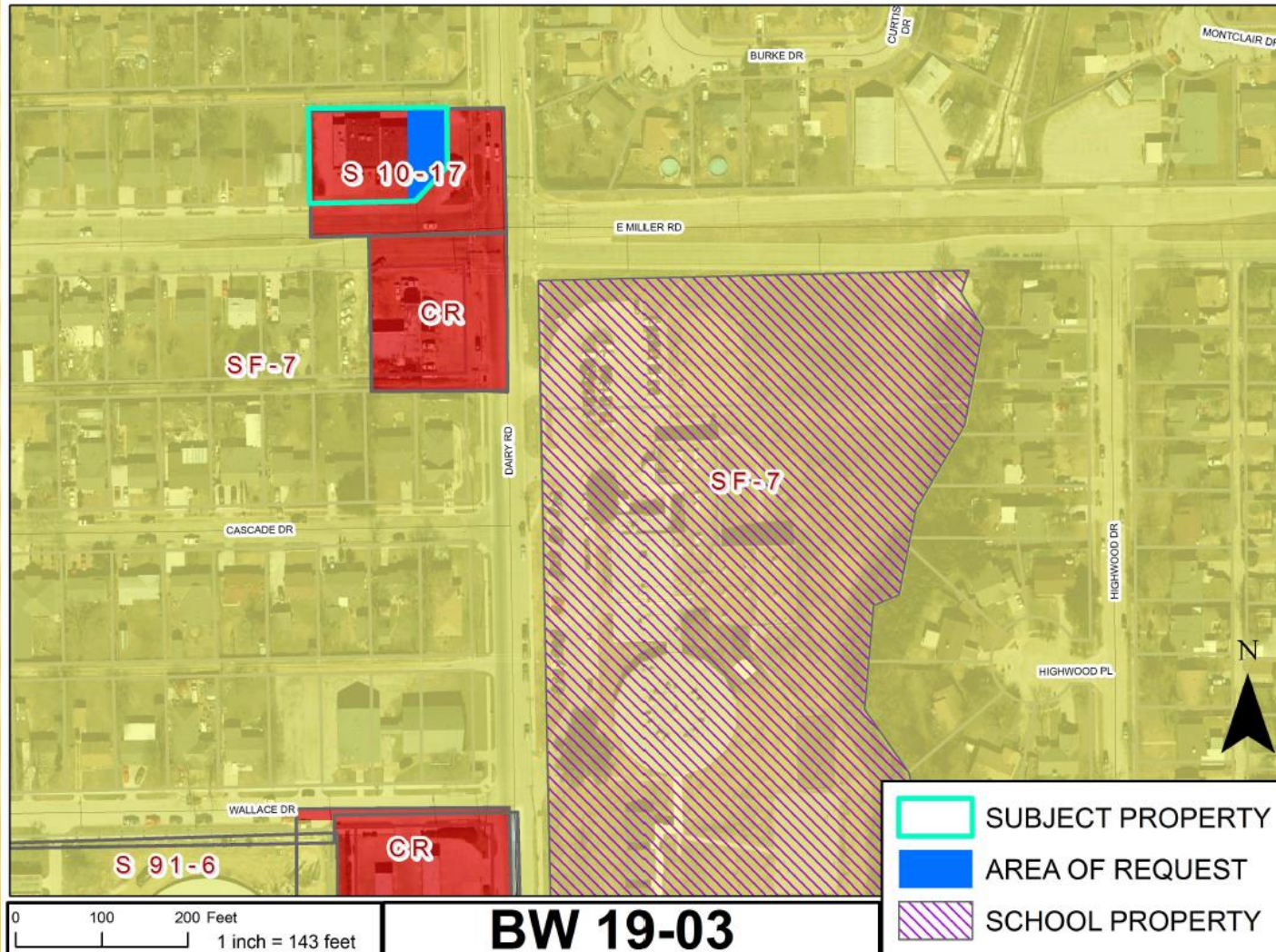
Location: 723 East Miller Road

Applicant: Afreen Lakhani

Owner: DK Lakhani, LLC.

Zoning: Community Retail (CR) District

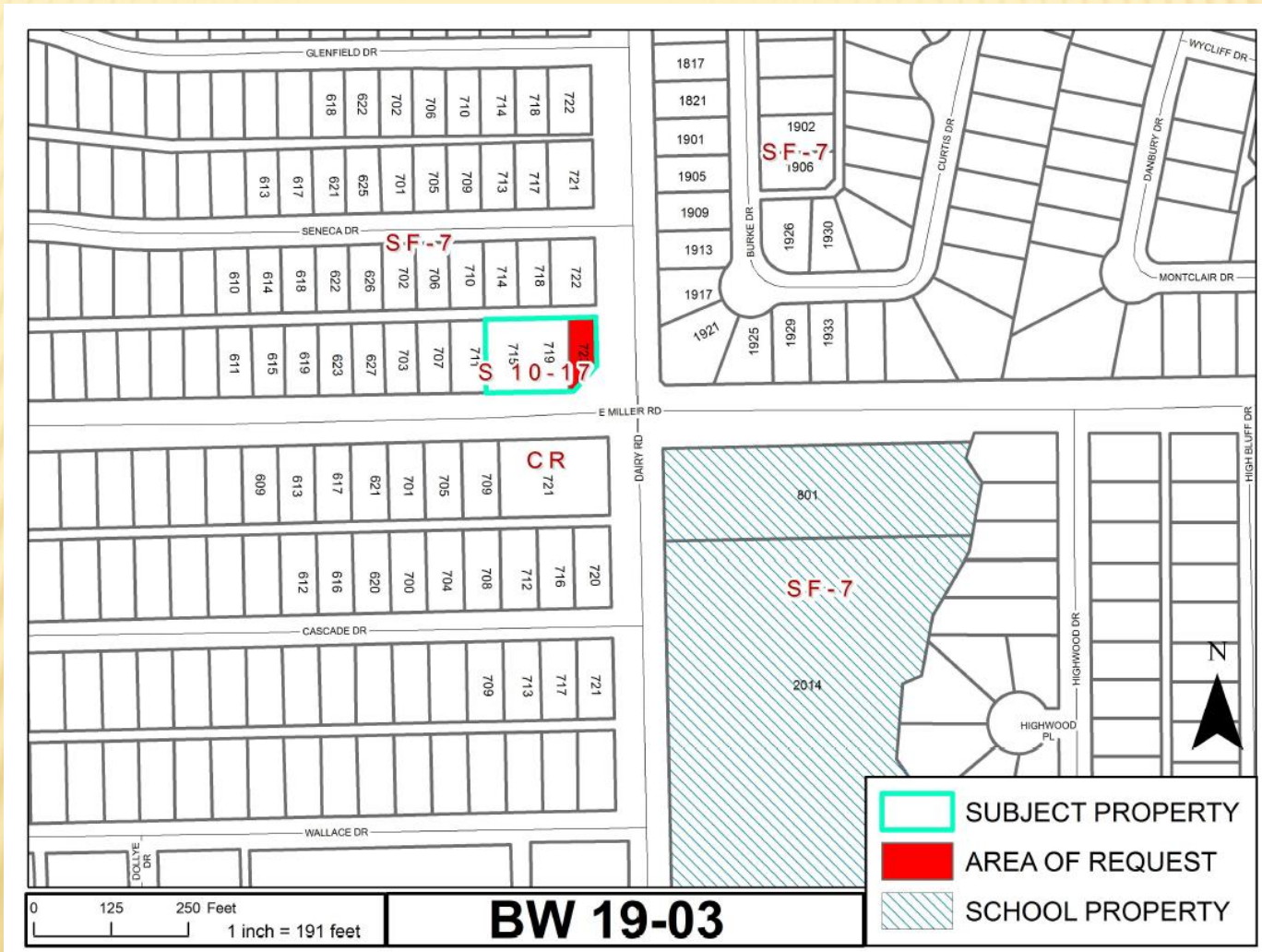
Location Map





GARLAND
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Location Map



BW 19-03



GARLAND

City Council Regular Session Agenda

Meeting Date: 12/17/2019

Item Title: Board and Commission Appointment

Submitted By: Courtney Vanover, Department Coordinator I, City Secretary

Summary:

Council Member Jerry Nickerson

- David Perry - TIF 3 Medical Board
-

Attachments

David Perry - TIF 3



GARLAND

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**CITY OF GARLAND
RECEIVED
JUN 03 2019**

CITY SECRETARY

Board & Commission Application

Please Print or Type: **PLEASE DO NOT SEND RESUME.**

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Board or Commission of first, second, and third choice:

☐ Board of Adjustment	☐ Garland Cultural Arts Commission	☐ Parks and Recreation Board
☐ Building and Fire Codes Board	☐ Garland Youth Council**	☐ Plan Commission*
☐ Citizens Environmental Advisory Committee	☒ <u>1</u> Property Standards Board	☐ Plumbing and Mechanical Board
☐ Community Development Advisory Committee	☐ Library Board	☐ Senior Citizens Advisory Committee
☐ Electrical Board		

TIF3

Full Name: **David Perry**

Home Address: **4010 Wallingford Dr.**

City, State, Zip: **Garland, Texas 75043**

Phone: [REDACTED]

E-mail Address: [REDACTED]

Resident of Garland for: **(22)** years

Bus. Address: [REDACTED]

City, State, Zip: [REDACTED]

Phone: [REDACTED]

E-mail Address: [REDACTED]

Resident of Texas for **55** years

✓ Are you a registered voter in Dallas County? ☒ Yes ☐ No

✓ Voter Registration No. [REDACTED] Precinct No. **3700** City Council District No. **3** ✓

Have you ever been convicted of a felony?

☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor?

☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Leadership: **Garland Graduate (Class XVIII); Board Member-Garland's Property Standards Board (Chairman); City of Garland 2018 Bond Study Committee Member; Board Member -Union Gospel Mission; Internal Auditor (20 plus years); DART Bus Operations Department - Business Manager (Currently).**

If you have served on a City Board or Commission, please specify and list dates of service. **7/98 - 12/08 (South Area Implementation Committee). 8/99-Present (Garland's Property Standards Board); 2018 Bond Study Committee.**

List civic or community endeavors with which you have been involved.

Leadership: **Garland Graduate (Class XVIII); Board Member-Garland's Property Standards Board; City of Garland 2018 Bond Study Committee; Board Member/Treasurer- Coalition for a Better South Garland; Board Member -Union Gospel Mission.**

What is your educational background? **(BS) Accounting**

What is your occupational experience? **Internal Auditor (20 plus years); Business Manager (10 years)**

*Plan Commission members must own property within the city.

I hereby affirm that all statements herein are true and correct.

David Perry
Signature of Applicant

6-03-19

FOR OFFICE USE ONLY

Ad Valorem Tax Status ☒ Current ☐ Past Due

Status of Utility Accounts ☒ Current ☐ Past Due

Suit/Claim Against City Yes ☐ No ☒

Carolea Benfleur 6/3/19

Date Appointed _____

Appointed By _____

Date Notified _____

Date Disclosure Form Filed _____

Signatures

Tax Clerk

Accounting Clerk

City Attorney

City Manager

Revised 10/2011

DEMOCRACY IN ACTION

The American democratic experience is built upon the foundation of concerned and caring citizens becoming actively involved in local government. Consistent with this principle, Garland's Charter provides for the City Council to utilize citizen volunteers to assist in carrying out the many functions of municipal government by serving on the City's Advisory Boards and Commissions. Please give serious consideration to becoming more involved in helping make Garland the best city possible by applying to serve on a board or commission of your choice. For further information, call 972-205-2403.

Process For Selection

Board members are selected for two-year terms by the City Council in August. Terms are usually staggered whereby at least half of the membership has board experience. All applicants and incumbents must submit a Board and Commission Application form by July 1. Members of some boards must possess certain technical skills as specified by ordinance. All board and commission members must file a Code of Ethics Disclosure Form with the City Secretary. Applicants will be notified of acceptance by mail after their appointment. Because vacancies may arise during the year, all applications are kept on file for one year.

Qualifications

The Garland Charter and Code of Ordinances establish certain qualifications that must be met by members of boards and commissions. In addition to special qualifications for service, a board member must:

- have been a resident of the state of Texas for one year and of Garland for six months prior to the date of appointment;
- be a qualified voter at time of appointment;
- not be in arrears on City taxes, utility service charges or other obligations owed the City;
- have not been convicted of a felony;
- have not been convicted of a Class A misdemeanor;