



GARLAND

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

City of Garland

REMOTE MEETING

Tuesday, December 15, 2020
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.

NOTICE: Due to the COVID-19 emergency and, pursuant to Section 551.125 of the Texas Government Code and the executive orders of Governor Greg Abbott suspending provisions of the Texas Government Code and other applicable laws of the State regarding normal open meetings, the City Council will hold this meeting by internet/telephonic remote means.

The meeting will be broadcast by webinar or telephone at the following URL:

https://garlandtx.zoom.us/webinar/register/WN_5VG-aovzT3-w0GFYgpeMOg

Registration for the online meeting is required. The meeting will be recorded and will be available for viewing the next day at www.garlandtx.gov.

For those without internet access to the meeting, a dial-in option is available. The numbers are:

Additionally, the meeting may be accessed by phone at the following number:

346-248-7799
470-250-9358
470-381-2552

The Meeting ID is: 982 9827 2815

For participants (online and by phone) who wish to speak on an item on the agenda, you must use the "raise hand" feature in order to be recognized. Similarly, if you wish to provide a comment at the end of the agenda during the open public comments portion of the meeting, you must use the "raise hand" feature.

You are invited to offer a comment or make a statement on any item on the agenda as that item is called. Your comments must relate to an item on this agenda - non-germane comments are not in order. Time limits will be imposed by the Mayor as appropriate to the nature of the agenda item. Generally, public speakers are given three minutes. Due to legal restrictions, the City Council is not able to answer questions during the public comments portion of the agenda.

If the City Council adjourns into Executive Session during this meeting, the Executive Session will be conducted by teleconference between and among the members of the City Council and relevant City staff. Public access to that call is prohibited by State law.



COUNCIL HOUSE RULES

1. Decisions based on issues, goals and vision.
2. Do not take things personal.
3. Project a positive attitude.
4. Focus on issues, not on the person.
5. Be prepared to discuss issues.
6. Maintain decorum.
7. Keep your sense of humor.
8. Honor and respect each other; accept each other as individuals.
9. Follow goals, principles and action agenda.
10. Decide, vote and move on.
11. Avoid ambushes - Council or staff.
12. Talk to staff before meetings.
13. Vote our convictions, but be willing to compromise *"What is best for Garland."*
14. Follow Roberts Rules of Order consistently.
15. Agree to disagree.
16. Be open and honest.

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

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 1 Regular Meeting and December 4 Special Session.

2. Consider approval of the following bids:

a. Self-Contained Breathing Apparatus (SCBA) Bid No. 0238-21

Municipal Emergency Services \$1,206,304.00

This request is to provide replacement/upgrades of Self-Contained Breathing Apparatus (SCBA) for Fire, Water, Health and Police (SWAT and Jail).

b. Playground Program Equipment (Whirlix) Bid No. 0270-21

Whirlix Design, Inc. \$485,554.15

This request is for the purchase of playground equipment in support of the Playground Replacement Program.

c. Playground Program Equipment (KOMPAN) Bid No. 0271-21

KOMPAN, Inc. \$290,879.57

This request is for the purchase of playground equipment in support of the Playground Replacement Program.

d. College Manors Subdivision Wastewater Main Replacement Bid No. 0276-21

Metropolitan Infrastructure, PLLC \$136,643.32

This request is to obtain professional engineering services for the design of approximately 2,110 linear feet of 6" wastewater main replacement, including manholes and service laterals.

e. GP&L Newman 69kV Substation Civil Site Construction Bid No. 1361-20

DynaGrid Construction Group, LLC \$565,538.35
Optional Contingency 113,107.67
TOTAL: \$678,646.02

This request is to provide Civil Site construction services for the Newman 69kV Substation. An Optional Contingency is included for any additional work that may be required.

f. Police Property and Evidence Building Construction Bid No. 0583-20

CORE Construction Services of Texas, Inc. \$9,738,536.00

This request is for the construction of the new Police Property and Evidence Building.

- 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 19-31, Masterplan (District 3)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Change in Zoning from Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use and 2) a Detail Plan for Multi-Family Use on a 1.9484-acre tract of land located at 5751 Marvin Loving 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.

b. Zoning File No. Z 19-40, Monk Consulting Engineers (District 2)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Planned Development (PD) District to allow a Church or Place of Worship on a property zoned Planned Development (PD) 13-01 for Single Family-7 Uses and 2) a Detail Plan for a Church or Place of Worship Use on a 38.37-acre tract of land located at 2201 East Miller Road and 2214 East Centerville Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; a Savings Clause, and a Severability Clause; and providing an effective date.

c. Zoning File No. Z 20-25, Nationwide Construction (District 1)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) an Amendment to Planned Development (PD) District 07-42 to add a Church or Place of Worship and 2) a Detail Plan for a Church or Place of Worship on 3.00-acre tract of land located at 1706, 1710, and 1714 Pleasant Valley 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.

d. Zoning File No. Z 20-30, Spiars Engineering (District 3)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Change in Zoning from Community Retail (CR) District to a Planned Development (PD) District for Community Retail Uses and 2) a Detail Plan to allow deviations for the existing nonconforming pylon sign on a 2.964-acre tract of land located at 3414 Broadway Boulevard; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a

Notice of Conditions of Compliance Clause; a Savings Clause, and a Severability Clause; and providing an effective date.

4. **Consider an ordinance amending Chapter 52, "Environmental Waste Services," of the Code of Ordinances of the City of Garland, Texas; repealing Section 52.27; adding Section 52.39 prohibiting collection of commercial waste without a franchise; adding Section 52.40 assigning franchise administration duties; adding Section 52.41 regarding the granting of non-exclusive franchises; adding Section 52.42 providing for a franchise fee of five percent of the operator's gross revenues; adding Section 52.43 providing a penalty; providing that a violation subjects the person to audit and is a misdemeanor punishable by a fine; providing a savings clause; providing a severability clause; and providing an effective date.**

At the November 9, 2020 Work Session, Council considered approving an amendment to Chapter 52 of the City Ordinance "Environmental Waste Services" in order to provide a penalty for the collection of commercial waste without first entering a franchise agreement and add enforcement actions for noncompliance.

5. **Consider a resolution amending the City's authorized representatives for purposes of participation in the Texas Local Government Investment Pool; designating a person with primary responsibility; providing an additional but limited representative; and providing an effective date.**

At the December 14, 2020 Work Session, Council considered a resolution amending the authorized TexPool Representatives due to staff changes in the Financial Services Department.

6. **Consider a resolution authorizing the City Manager to execute a Project Specific Agreement with Dallas County for transportation improvements on Holford Road from SH 190 to the county line (Project 22017), within the City of Garland, Dallas County; and providing an effective date.**

In 2012 the City executed a Master Agreement with Dallas County that provides general terms regarding funding availability, agency responsibilities, etc., for "partnering" on eligible Transportation Improvements on roads inside Dallas County. The Master Agreement is the contractual agreement for eventual specific projects. A Project Specific Agreement (PSA) is then required to finalize specific costs and project management. Generally, Dallas County provides a 50% share of all eligible paving and drainage costs.

7. **Consider a resolution authorizing the submission of a grant application to the Office of the Governor of the State of Texas for certain public safety, law enforcement and homeland security projects; and providing an effective date.**

At the December 14, 2020 Work Session, Council considered the 2020 HSGP Resolution identifying the Authorized Official and the 2020 Homeland Security Grant

Program City of Garland submitted projects.

- 8. Consider a resolution authorizing the City Manager to execute a Project Specific Agreement with Dallas County for transportation improvements on Holford Road from Naaman Forest to SH 190 (Project 22018), within the City of Garland, Dallas County and providing an effective date.**

In 2012 the City executed a Master Agreement with Dallas County that provides general terms regarding funding availability, agency responsibilities, etc., for “partnering” on eligible Transportation Improvements on roads inside Dallas County. The Master Agreement is the contractual agreement for eventual specific projects. A (Project Specific Agreement) PSA is then required to finalize specific costs and project management. Generally, Dallas County provides a 50% share of all eligible paving and drainage costs.

- 9. Consider approval of the CDBG-CV and ESG-CV Round 3 CARES Act grant allocations.**

Formal approval of the CDBG-CV and ESG-CV Round 3 CARES Act grant allocations. This item has been previously discussed by Council during the November 9th, and December 14th, Work Sessions. A Public Hearing was held on November 10, 2020 to obtain any comments on the distribution of funding.

- 10. Council is requested to approve the applications as presented.**

The City Council reviewed several Fall 2020 Neighborhood Vitality Matching Grant applications at the November 30 Work Session, and recommended approval.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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- 11. Water and Wastewater Service Agreement with D.R. Horton, Dallas County Municipal Utility District No. 4**

Council is requested to authorize the City Manager to execute the Contracts with D.R. Horton, Dallas County Municipal Utility District No. 4.

12. Hold public hearings on:

- a. **Consider a Zoning request by Josh Adams to re-zone the property at 905 and 911 East Oates Road in District 4 from Single-Family-7 (SF-7) District to Agricultural (AG) District, to allow a small farm for growing fruits and vegetables.**

Consideration of the application of Josh Adams, requesting approval of a Change in Zoning from Single-Family-7 (SF-7) District to Agricultural (AG) District at 905 and 911 East Oates Road. This request is a Change in Zoning only. (File No. Z 20-33, District 4)

- b. **Consider a request by Masterplan to amend the Ordinance PD 16-35 which was approved in 2017 for multi-family use at 4501 North Garland Avenue (District 7). Due to a prospective real estate transaction, the amendment would modify the PD to reflect minor changes required during construction.**

Consideration of the application of Masterplan, requesting an Amendment to Planned Development (PD) 16-35 for Multi-Family Use ordinance. This property is located at 4501 North Garland Avenue. (File No. Z 20-37, District 7)

- c. **Consider approval of a Detail Plan request by Masterplan for an existing apartment complex at 4501 North Garland Avenue in District 7. No physical changes to the existing site are being requested.**

Consideration of the application of Masterplan, requesting approval of a Detail Plan. This property is located at 4501 North Garland Avenue. (File No. Z 20-37, District 7)

13. 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

- Lisa Araiza - Community Multicultural Commission

14. Consider the Appointment of a Mayor Pro Tem and Deputy Mayor Pro Tem

Council is requested to consider the election of a Mayor Pro Tem and if so desired a Deputy Mayor Pro-Tem.

15. 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.

16. 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: 12/15/2020

Item Title: Minutes December 1 and December 4

Submitted By: Rene Dowl, City Secretary, City Secretary

Summary:

Consider approval of the minutes of the December 1 Regular Meeting and December 4 Special Session.

Attachments

Minutes December 1

Minutes December 4



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7 p.m. on Tuesday, December 1, pursuant to Section 551.045, by telephone or internet in 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 Vacant
Council Member Deborah Morris
Council Member Jerry A. Nickerson
Council Member B. J. Williams
Council Member Rich Aubin
Council Member Dylan Hedrick

Also Present: City Manager Bryan Bradford
Assistant City Manager John Baker
City Attorney Brad Neighbor
City Secretary Eloyce René Dowl

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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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.
Motion carried:

Vote: 8 - 0

1. **APPROVED** Consider approval of the minutes of the November 17, 2020 Regular Meeting.
2. Consider approval of the following bids:
 - a. **APPROVED** Replacement Pursuit Interceptors for Garland Police Department **Bid No. 2020-21**

Sam Pack's Five-Star Ford **\$267,525.00**

This request is for the purchase of five (5) replacement Ford Explorer Hybrid Police Interceptor Vehicles to be used by the Garland Police Department in their daily operations.
 - b. **APPROVED** GP&L and TMPA SCADA/EMS Remote Terminal Units and Meters **Bid No. 0189-216**

Schweitzer Engineering Laboratories, Inc. **\$147,400.50**

This request is for the as-needed purchase of remote terminal units and meters for GP&L and TMPA SCADA/EMS systems. All TMPA-related expenses will be reimbursed at 100%.
 - c. **APPROVED** Annual Software Maintenance for GP&L Computer Systems **Bid No. 0190-21**

SHI Government Solutions Inc. **\$393,220.57**

This request is for the renewal of annual maintenance and support for Microsoft EA, backup application, anti-virus and other security and malware applications, data replication application, monitoring and reporting applications, and mail archiving applications on GP&L systems.

- d. **APPROVED** **GP&L Pump Repair and Reconditioning Service** **Bid No. 0930-18**

C I E **\$343,898.61**

This request is to approve a Change Order for additional funding for GP&L pump repair and reconditioning services.

- e. **APPROVED** **Security Cameras and Access Control Systems** **Bid No. 0254-21**

Preferred Technology Solutions **\$160,000.00**

This request is to provide security camera and access control system replacements and maintenance for GP&L substations on an as-needed-basis. This approval is for a Term Agreement with four (4) optional renewals.

- f. **APPROVED** **GP&L Construction Oversight & Field Project Management Services** **Bid No. 1110-20**

TechServ Consulting & Training, LTD **\$300,000.00**

This request is to obtain construction oversight and field project management services for GP&L Transmission and Distribution CIP projects. This approval is for a Term Agreement with four (4) optional renewals.

- g. **APPROVED** **GP&L Substation Disconnect Switches** **Bid No. 1389-206**

Pascor Atlantic **\$1,000,000.00**

This request is to provide 138kV and 345kV disconnect switches on an as-needed basis to be used in GP&L and TMLPA Substations. This will allow for the continuity of switch types installed in the field as well as a standardized inventory of replacement parts. This approval is for a Term Agreement with four (4) optional renewals.

- h. **APPROVED** **Oakland to McCree OPGW Construction** **Bid No. 1434-20**

Utility Construction Services, LLC **\$376,589.06**

Optional Contingency **56,488.35**

TOTAL: **\$433,077.41**

This request is to obtain construction services for the installation of optical ground wire (OPGW) on the existing Oakland to McCree 69kV Transmission Line. Services also include the modification of transmission structures and substation dead ends to accommodate a single 138kV three-phase circuit of ACSS/TW 1929.6 conductor and underbuild. This is part of the McCree to Oakland Transmission Line Fiber CIP project. An Optional Contingency is included for additional work that may be required.

- i. **APPROVED** **Rowlett Creek Wastewater Treatment Plant
Secondary Clarifiers and Trickling Filters
Evaluation Project** **Bid No. 0243-21**

Arcadis U.S., Inc.	\$103,514.00
Optional Contingency	<u>10,000.00</u>
TOTAL:	\$113,514.00

This request is to obtain engineering services for evaluation of the secondary clarifiers and trickling filters at the Rowlett Creek Wastewater Treatment Plant. Services include assessment of the physical condition of the trickling filters and secondary clarifiers, determination of the trickling filter media remaining service life, evaluation of the mechanical equipment, and evaluation of the return activated sludge pump station hydraulics. This was included as part of the 2016 Wastewater Treatment Master Plan. An Optional Contingency is included for any additional work that may be required.

- j. **APPROVED** **Design Services for Ridgewood, Vista, Celeste
Alley, and Forestbrook Wastewater Main
Replacement** **Bid No. 0169-21**

Lam Consulting Engineering	\$232,080.00
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This request is to obtain professional engineering services for replacing wastewater lines at the following locations: the alley between E. Ridgewood Drive and Vista Drive from Cumberland Drive to Dairy Road, the alley between Vista Drive and E. Celeste Drive from Cumberland Drive to Dairy Road, and Forestbrook Drive from Pleasant Valley Road to the cul-de-sac.

- k. **APPROVED** **Design Services for Ford and Belmont Alley
Wastewater Main Replacement** **Bid No. 0210-21**

Kimley-Horn and Associates, Inc.	\$135,700.00
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This request is to obtain the design of approximately 3,000 linear feet of 6" wastewater main replacement, including manholes and service laterals. The wastewater mains are primarily located within existing alleys at the following locations: Clark and Ford Street, Oak and Hiland Street, and Belmont Drive and Hiland Street.

- l. **APPROVED** **GP&L Olinger to Wylie East 138kV
Transmission Line Upgrade** **Bid No. 0009-21**

Maslonka Powerline Services	\$2,971,850.75
Optional Contingency	<u>297,185.00</u>
TOTAL:	\$3,269,035.75

This request is to obtain all construction, labor, and equipment necessary for upgrades to the Olinger to Wylie 138kV Transmission Line. This project will cross Lake Lavon and includes the installation of sixteen (16) new steel structures, conductor, and hardware. This is part of the approved Olinger to Wylie East Circuit CIP project. An Optional Contingency is included for additional work that may be required.

3. APPROVED Purchase of Real Property for Fire Station No. 7

Minute action ratifying a real property contract for the purchase of land for the future site of fire station no. 7 in the amount of \$745,626.00. Council was provided a written briefing on this item during the November 30, 2020 work session.

4. 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 Zoning File No. Z 20-21, Development Engineering Consultants, LLC (District 3)

Ordinance No. 7181 amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Change of Zoning from Agricultural (AG) District to a Planned Development (PD) District for Single-Family Detached Units, 2) an Alley Waiver, and 3) a Detail Plan for Single-Family Detached Units on a 1.00-acre tract of land located at 4926 Locust Grove 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.

ITEMS FOR INDIVIDUAL CONSIDERATION

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5. Hold public hearing(s) on:

a. PUBLIC HEARING HELD: Public Hearing to expand the boundaries of TIF #1 and revise the Project and Financing Plan

At the August 31, 2020, Work Session, Council requested that staff bring forward a recommendation to the Board of Directors of the Tax Increment Financing (TIF) Zone #1 to expand the boundaries of the Forest/Jupiter area of the TIF to include Montgomery Park. In addition, Council requested that a portion of the tax increment be dedicated toward projects in the Forest/Jupiter area (specifically Montgomery Park). The Board of Directors held a meeting on October 14, 2020 and unanimously approved moving forward with this recommendation.

Sec. 311.003. of the Texas Tax Code specifies the procedure for expanding the boundaries and modifying the Project and Financing Plans of reinvestment zones. A public hearing is required to obtain comments from interested parties regarding its boundaries or the concept of tax increment financing. Following the public hearing, Council will formally consider an ordinance to expand the boundaries of the TIF zone and amend the Project and Financing Plan.

Mayor LeMay opened the public hearing at 7:06 p.m. There were no speakers on this item and the hearing was closed at 7:07 p.m.

- b. APPROVED Ordinance No. 7182** expanding the boundaries of TIF #1 and revising the Project and Financing Plan.

At the November 16, 2020, Work Session, Council directed Staff to proceed with expanding the boundaries and modifying the Project and Financing Plan for Tax Increment Financing Reinvestment Zone #1.

Motion was made by Council Member Dylan Hedrick, and seconded by Council Member Deborah Morris to approve the ordinance expanding the boundaries of TIF #1 and revise the financing plan. Motion carried:

Vote: 8 - 0

- c. APPROVED**

Consider a Zoning request by Monk Consulting Engineers to build a church at 2201 East Miller Road and 2214 East Centerville Road in District 2.

Consideration of the application of Monk Consulting Engineers, requesting approval of a Planned Development (PD) District to allow a Church or Place of Worship on a property zoned Planned Development (PD) 13-01 for Single Family-7 Uses. This property is located at 2201 East Miller Road and 2214 East Centerville Road. (File No. Z 19-40, District 2)

The staff report was presented by Nabiha Ahmed, Development Planner. Speaker on this item was Jerry Monk, applicant.

There was discussion by the Council.

Motion was made by Council Member Deborah Morris, and seconded by Council Member B. J. Williams to approve the Zoning request (Item 5c) and Detail Plan (5d) based on Plan Commission modifications. Motion carried:

Vote: 8 - 0

- d. APPROVED**

Consider a Detail Plan request by Monk Consulting Engineers to build a church at 2201 East Miller Road and 2214 East Centerville Road in District 2.

Consideration of the application of Monk Consulting Engineers, requesting approval of a Detail Plan for a Church or Place of Worship. This property is located at 2201 East Miller Road and 2214 East Centerville Road. (File No. Z 19-40, District 2)

e. APPROVED Consider a Zoning request by Spiars Engineering to modify an existing pylon sign at 3414 Broadway Boulevard in District 3.

Consideration of the application of Spiars Engineering, requesting approval of a Change in Zoning from Community Retail (CR) District to a Planned Development (PD) District for Community Retail Uses to allow deviations for the existing nonconforming Pylon Sign. This property is located at 3414 Broadway Boulevard. (File No. Z 20-30, District 3)

The staff report was presented by Nabiha Ahmed, Development Planner and Will Guerin, Director of Planning. Speakers on this item were: Mark Ewing, applicant, Megan Voissem and Adam Cockerill.

There was discussion by the Council. Brad Neighbor, City Attorney was asked by Council Member Aubin to explain changes to the law as it relates to conforming and non-conforming signs.

Motion was made by Council Member Jerry A. Nickerson, and seconded by Council Member Deborah Morris to approve the Zoning (5e) and Detail Plan (5f) in one motion. Motion carried:

Vote: 8 - 0

f. APPROVED Consider a Detail Plan request by Spiars Engineering to modify an existing pylon sign at 3414 Broadway Boulevard in District 3.

Consideration of the application of Spiars Engineering, requesting approval of a Detail Plan to allow deviations for the existing nonconforming Pylon Sign. This property is located at 3414 Broadway Boulevard. (File No. Z 20-30, District 3)

g. APPROVED Consider a Zoning request by Masterplan to build an apartment complex with forty-eight (48) dwelling units at 5751 Marvin Loving Drive in District 3.

Consideration of the application of Masterplan, requesting approval of a Change in Zoning from Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use. This property is located at 5751 Marvin Loving Drive. (File No. Z 19-31, District 3)

The staff report was presented by Nabiha Ahmed, Development Planner and Will Guerin, Director of Planning. Speakers on this item were: Maxwell Fisher, for the applicant and Daniyal Awan, Developer.

There was discussion by the Council, Deputy Mayor Pro Tem Vera, inquiring about installation of fencing, Council Member Williams on amenities, rates, visitor parking and Mayor LeMay on signage.

Council Member Aubin requested clarification from Brad Neighbor, City Attorney, on permissions allowed Council under current law, when considering zoning cases.

Council Member Nickerson made a motion to approve the Zoning (5g) and related Detail (5h) plans, to include the Plan Commission amendments; with an amendment by Council Member Williams to include a requirement for designated visitor parking, seconded by Deputy Mayor Pro Tem Vera. Council

Member Nickerson agreed to include the parking request, if it is not in conflict with Mr. Guerin's direction on signage.

Council Member Aubin expressed he could not support the request as the motion is currently stated. Brad Neighbor, City Attorney, asked applicant to if he could be responsible for visitor parking and/or signage; the applicant was in agreement. There was additional discussion on the parking by Council Member Hedrick.

Council Member Nickerson restated his motion to approve the Zoning and Detail Plans with Plan Commission recommendations, Deputy Mayor Pro Tem Vera concurred, as the second on the motion.

Council Member Williams withdrew his parking amendment and/or recommendation.

Motion was made by Council Member Jerry A. Nickerson, and seconded by Deputy Mayor Pro Tem Robert Vera

Vote: 8 - 0

h. APPROVED

Consider a Detail Plan request by Masterplan to build an apartment complex with forty-eight (48) dwelling units at 5751 Marvin Loving Drive in District 3.

Consideration of the application of Masterplan, requesting approval of a Detail Plan for Multi-Family Use. This property is located at 5751 Marvin Loving Drive. (File No. Z 19-31, District 3)

i. APPROVED Consider a Zoning request by Nationwide Construction to build a church at 1706, 1710, and 1714 Pleasant Valley Road in District 1.

Consideration of the application of Nationwide Construction, requesting approval of an Amendment to Planned Development (PD) District 07-42 to add a Church/Place of Worship. This property is located at 1706, 1710, and 1714 Pleasant Valley Road. (File No. Z 20-25, District 1)

The staff report was presented by Kimberly Hopkins, Development Planner and Will Guerin, Director of Planning. Speakers on this item were: Joi John, applicant and Gina McLean, Nationwide Construction.

There was discussion by the Council.

Motion was made by Council Member Deborah Morris, and seconded by Deputy Mayor Pro Tem Robert Vera to approve the Zoning (5i) and Detail Plan (5j) to include all recommendations from the Plan Commission. Motion carried:

Vote: 8 - 0

- j. **APPROVED** Consider a Detail Plan request by Nationwide Construction to build a church at 1706, 1710, and 1714 Pleasant Valley Road in District 1.

Consideration of the application of Nationwide Construction, requesting approval of a Detail Plan for a Church/Place of Worship. This property is located at 1706, 1710, and 1714 Pleasant Valley Road. (File No. Z 20-25, District 1)

6. **Citizen comments:** Joshua Garcia
7. **Adjourn:** There being no further business to come before the City Council, Mayor LeMay adjourned the meeting at 8:51 p.m.

Submitted By:

Scott LeMay, Mayor

Eloyce René Dowl, City Secretary



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 5 p.m. on Friday, December 4, pursuant to Section 551.045, by telephone or internet in Garland, Texas, with the following members present:

Present: Scott LeMay, Mayor
Robert John Smith, Mayor Pro Tem
Robert Vera, Deputy Mayor Pro Tem
Vacancy, Council Member
Deborah Morris, Council Member
Jerry A. Nickerson, Council Member
B. J. Williams, Council Member
Rich Aubin, Council Member
Dylan Hedrick, Council Member

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

1. ITEM FOR INDIVIDUAL CONSIDERATION

Consider appointing on an interim basis, a person to fill the vacancy on the City Council for District 1; authorizing the giving of the oath of office to the person so appointed; and authorizing the City Attorney to take such other and further action as may be required by law to lawfully seat the person so appointed as the interim representative for District 1 of the City Council; all such actions being contingent on the fulfillment of all conditions precedent required by the City Charter for the making of such interim appointment.

Mayor LeMay requested Brad Neighbor, City Attorney, provide updates from the Governor on the approval or denial to have a special election. His contact in the Governor's office did not have an answer and would check on the pending request.

The following applications were placed in consideration:

- Dominic Arzon
- Dorothy Brooks

- Marvin "Tim" Campbell
- James Dobbins
- Ricky McNeal
- Alberto Perez
- Stephane Rovelo
- Ivan Turingan
- George Urbach
- James VanDyke
- Tracey Whitaker

2. NOMINATIONS AND VOTE(S)

Nominations were considered in the order in which applications were submitted:

1. Dorothy Brooks, nominated by Council Member Morris
2. Ricky McNeal, nominated by Council Member Aubin
3. James VanDyke, nominated by Council Member Hedrick
4. James VanDyke, nominated by Council Member Nickerson
5. Ricky McNeal, nominated by Deputy Mayor Pro Tem Vera
6. Ricky McNeal, nominated by Council Member Williams
7. The Honorable Tim Campbell, nominated by Council Member Williams (previous nomination for Mr. McNeal was withdrawn)

Mayor Pro Tem Smith requested all commentary occur before the vote(s) were cast, Council concurred. There was discussion and commentary by Council on applicant criteria and qualifications.

A vote was cast: Ms. Brooks (Council Member Morris); Mr. McNeal (Mayor LeMay, Mayor Pro Tem Smith, Deputy Mayor Pro Tem Vera and Council Member Aubin); Mr. VanDyke (Council Member(s) Nickerson and Hedrick); and The Honorable Tim Cambell (Council Member Williams).

A second round vote was cast: Mr. McNeal (Mayor LeMay, Mayor Pro Tem Smith, Deputy Mayor Pro Tem Vera, Council Member(s) Morris, Williams, Aubin) and Mr. VanDyke (Council Member Nickerson and Hedrick).

Mr. McNeal received six votes from the Council and will assume the interim role immediately, but will not be sworn in until the confirmation is received from Austin.

Council Member Aubin requested Mr. McNeal participate in upcoming meetings and receive the appropriate briefings to participate as an ex-officio member of the Council.

3. **ADJOURN:** There being no further business to come before the City Council, Mayor LeMay adjourned the meeting at 5:27 p.m.

Submitted By:

Scott LeMay, Mayor

Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. a.

Meeting Date: 12/15/2020

Item Title: Self-Contained Breathing Apparatus (SCBA)

Submitted By: Mark Lee, Fire Chief

Bid Number: 0238-21

Purchase Justification:

This request is to provide replacement/upgrades of Self-Contained Breathing Apparatus (SCBA) for Fire, Water, Health and Police (SWAT and Jail). This equipment will include all associated hardware, meets current standards and is equipped to adapt to future upgrades. The equipment was approved through the 2020 CIP.

Evaluation:

The Self-Contained Breathing Apparatus (SCBA) equipment is being provided by Municipal Emergency Services through the BuyBoard Cooperative Purchasing Contract 603-20.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Municipal Emergency Services	All	\$1,206,304.00
TOTAL:		\$1,206,304.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 44531

Fiscal Impact

Total Project/Account:	\$1,933,000
Expended/Encumbered to Date:	340,864
Balance:	\$1,592,136
This Item:	1,206,304
Proposed Balance:	\$385,832
Account #:	691-1399-1210820-9007

Fund/Dept/Project – Description and Comments:Public Safety CIP / Emergency Response Safety Equipment

AttachmentsBid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2020

Document Location: CIP - Page 159

Budget Director Approval: Ron Young

Approval Date: 12/03/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/03/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. b.

Meeting Date: 12/15/2020

Item Title: Playground Program Equipment (Whirlix)

Submitted By: Rick Galceran, Capital Project Management Director

Bid Number: 0270-21

Purchase Justification:

This request is for the purchase of playground equipment in support of the Playground Replacement Program. Additional equipment needs will be brought to City Council for consideration at this and future meetings. This project is part of the 2019 Bond Program and approved in the 2020 CIP.

Evaluation:

This equipment is being provided by Whirlix Design, Inc., through the BuyBoard Cooperative Purchasing Contract 512-16.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Whirlix Design, Inc.	All	\$485,554.15
TOTAL:		\$485,554.15

Basis for Award: Cooperative Purchase

Purchase Requisition #: 44593

Fiscal Impact

Total Project/Account:	\$1,701,377 *
Expended/Encumbered to Date:	924,943
Balance:	\$776,434
This Item:	485,554
Proposed Balance:	\$290,880
Account #:	Various

Fund/Dept/Project – Description and Comments:

Park CIP / Playground Replacement Program - 2019 Bond Program:

Bisby Park	654-1429-1838819-9002	\$144,067.00
Douglas Park	654-1429-1839419-9002	126,027.50
Duck Creek Greenbelt Park	654-1429-1839819-9002	125,954.00
Lou Huff Park	654-1429-1838719-9002	89,505.65
	TOTAL	\$485,554.15

* The equipment of the various Playground Replacement Program locations will occur in 2021, and additional 2019 Bond funding for the continuation of the Playground Replacement Program is included in 2021.

AttachmentsBid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2020

Document Location: CIP - Page 80

Budget Director Approval: Ron Young

Approval Date: 12/04/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/03/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. c.

Meeting Date: 12/15/2020

Item Title: Playground Program Equipment (KOMPAN)

Submitted By: Rick Galceran, Capital Project Management Director

Bid Number: 0271-21

Purchase Justification:

This request is for the purchase of playground equipment in support of the Playground Replacement Program. Additional equipment needs will be brought to City Council for consideration at this and future meetings. This project is part of the 2019 Bond Program and approved in the 2020 CIP.

Evaluation:

This equipment is being provided by KOMPAN, Inc., through the BuyBoard Cooperative Purchasing Contract 592-19.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	KOMPAN, Inc.	All	\$290,879.57
		TOTAL:	\$290,879.57

Basis for Award: Cooperative Purchase

Purchase Requisition #: 44594

Fiscal Impact

Total Project/Account:	\$1,701,377 *
Expended/Encumbered to Date:	1,410,497
Balance:	\$290,880
This Item:	290,880
Proposed Balance:	\$0
Account #:	Various

Fund/Dept/Project – Description and Comments:

Park CIP / Playground Replacement Program - 2019 Bond Program:

Bob Hall Park	654-1429-1838619-9002	\$ 92,882.69
Dorfman Park	654-1429-1839019-9002	197,996.88
	TOTAL	\$290,879.57

* The equipment of the various Playground Replacement Program locations will occur in 2021, and additional 2019 Bond funding for the continuation of the Playground Replacement Program is included in 2021.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2020

Document Location: CIP - Page 80

Budget Director Approval: Ron Young

Approval Date: 12/04/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/03/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. d.

Meeting Date: 12/15/2020

Item Title: College Manors Subdivision Wastewater Main Replacement

Submitted By: Wes Kucera, Managing Director

Bid Number: 0276-21

Purchase Justification:

This request is to obtain professional engineering services for the design of approximately 2,110 linear feet of 6" wastewater main replacement, including manholes and service laterals.

Evaluation:

Metropolitan Infrastructure, PLLC, was selected as the Most Qualified firm for this project from RFQ 0212-19.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Metropolitan Infrastructure, PLLC	All	\$136,643.32
TOTAL:		\$136,643.32

Basis for Award: Most Qualified

Purchase Requisition #: 44599

Fiscal Impact

Total Project/Account: \$4,598,000
Expended/Encumbered to Date: 1,061,803
Balance: \$3,536,197
This Item: 136,643
Proposed Balance: \$3,399,554
Account #: 230-4149-3219000-7101 & 651-4699-1442519-710120
Fund/Dept/Project – Description and Comments:

Wastewater CIP / Rehab Sewer Collection Mains in Dirt Alleys:	\$ 73,440
Streets 2019 Bond / Paving of Unimproved Alleys:	<u>63,203</u>
Total:	\$136,643

Attachments

Bid Recap

Fiscal Reference:

Budget Type:	CIP
Fiscal Year:	2020
Document Location:	Pages 111 & 260

Budget Director Approval:	Ron Young	Approval Date: 12/03/2020
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 12/03/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. e.

Meeting Date: 12/15/2020

Item Title: GP&L Newman 69kV Substation Civil Site Construction

Submitted By: Steve Martin, Transmission Director

Bid Number: 1361-20

Purchase Justification:

This request is to provide Civil Site construction services for the Newman 69kV Substation. The project includes all labor, tools, equipment and materials necessary for demolition, site work, grading, drainage control, foundations and flex base restoration. This is part of the approved Newman Substation Modification CIP project. An Optional Contingency is included for any additional work that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated based on the published criteria. DynaGrid Construction Group, LLC, received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

<u>\$Vendor</u>	<u>Item</u>	<u>Amount</u>
DynaGrid Construction Group, LLC	All	\$565,538.35
Optional Contingency		113,107.67
TOTAL:		\$678,646.02

Basis for Award: Best Value

Purchase Requisition #: 44356

Fiscal Impact

Total Project/Account: \$4,661,000
Expended/Encumbered to Date: 2,746,283
Balance: \$1,914,717
This Item: 678,646

Proposed Balance: \$1,236,071
Account #: 210-3799-3178501-7111
Fund/Dept/Project – Description and Comments:
Electric CIP / Substations Upgrades Program

Attachments

Bids Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2020

Document Location: CIP - Page 281

Budget Director Approval: Ron Young Approval Date: 12/03/2020

Purchasing Director Approval: Gary L. Holcomb Approval Date: 12/03/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. f.

Meeting Date: 12/15/2020

Item Title: Police Property and Evidence Building Construction

Submitted By: Rick Galceran, Capital Project Management Director

Bid Number: 0583-20

Purchase Justification:

This request is for the construction of the new Police Property and Evidence Building. This new facility will meet current industry standards for evidence handling and storage. This project is part of the 2019 Bond Program and approved in the 2020 CIP.

Evaluation:

A request for proposals for Construction Manager at Risk (CMAR) services was issued in accordance with Purchasing procedures. Four (4) proposals were received and evaluated based on the published criteria. CORE Construction Services of Texas, Inc., received the highest evaluated score, offering the Best Value for the City. They have submitted a Guaranteed Maximum Price not to exceed \$9,738,536.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
CORE Construction Services of Texas, Inc.	All	\$9,738,536.00

TOTAL:	\$9,738,536.00
---------------	-----------------------

Basis for Award: Best Value

Purchase Requisition #: 44629

Fiscal Impact

Total Project/Account:	\$18,570,000 *
Expended/Encumbered to Date:	1,604,667
Balance:	\$16,965,333
This Item:	9,738,536

Proposed Balance: \$7,226,797
Account #: 652-1429-1302619-9002, 220-4049-3023800-7101,
230-4149-3218800-7101

Fund/Dept/Project – Description and Comments:

Public Safety CIP / Police Property and Evidence Facility:	\$9,648,536 *
Water CIP / Field Operations Center:	45,000
Wastewater CIP / Field Operations Center:	<u>45,000</u>
Total Contract	\$9,738,536

* Police Property and Evidence Facility construction will continue into 2021, and additional 2019 Bond funding is included for this project in 2021.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2020

Document Location: CIP - Pages 151, 235, & 259

Budget Director Approval: Ron Young Approval Date: 12/03/2020

Purchasing Director Approval: Gary L. Holcomb Approval Date: 12/03/2020



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. a.

Meeting Date: 12/15/2020

Item Title: Z 19-31 Masterplan (District 3)

Submitted By: Nabiha Ahmed, Development Planner

Summary of Request/Problem

Zoning Ordinance Z 19-31 Masterplan

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Attachments

Z 19-31 Ordinance

Z 19-31 Exhibit A

Z 19-31 Exhibit B

Z 19-31 Exhibits C-E

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) A CHANGE IN ZONING FROM MULTI-FAMILY (MF) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT FOR MULTI-FAMILY USE AND 2) A DETAIL PLAN FOR MULTI-FAMILY USE ON A 1.9484-ACRE TRACT OF LAND LOCATED AT 5751 MARVIN LOVING 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 9th day of November, 2020, the Plan Commission did consider and make recommendations on a certain request for 1) a Change in Zoning from Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use and 2) a Detail Plan for Multi-Family Use 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 zoning laws would provide for and would be in the best interest of the health, safety, morals, and general welfare:

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

Section 1

The Garland Development Code is hereby amended by approving 1) a Change in Zoning from Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use and 2) a Detail Plan for Multi-Family Use on a 1.9484-acre tract of land located at 5751 Marvin Loving 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 the Garland Development Code.

Section 3

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

Section 4

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

Section 5

That the Garland Development Code, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 6

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

Section 7

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

FILE NO. Z 19-31

PASSED AND APPROVED this _____ day of _____,
2020.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 19-31

BEING a 1.9484-acre tract of land situated in the James Loving Survey, Abstract Number 791, City of Garland, Dallas County, Texas, and being part of Block 3, Lot 2 of Final Plat Faulkner Point No. 7, an addition to the City of Garland as recorded in Volume 81181, Page 495 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being all of that tract of land described in deed to Plutus 21 Development Fund II, L.L.C., as recorded in Instrument Number 201900019189 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said Lot 2, said iron rod being the beginning of a non-tangent circular curve to the left having a radius of 1268.93 feet, whose chord bears South 18 degrees 29 minutes 31 seconds West, a distance of 209.76 feet, said iron being on the westerly right-of-way line of Marvin Loving Drive (a 50-foot wide right-of-way);

THENCE Southwesterly, along the common east line of said Lot 2 and said westerly right-of-way line and along said curve, through a central angle of 09 degrees 28 minutes 55 seconds, an arc distance of 210.00 feet to a 1/2-inch iron rod with a 3-1/4" aluminum disc stamped Lot 1, Block 3,

Marina Del Sol" (hereinafter referred to as monument set) set for corner;

THENCE South 13 degrees 45 minutes 03 seconds West, continuing along said common line, a distance of 40.18 feet to a monument set for the common southeast corner of said Lot 2 and the northeast corner of Marina Del Sol Condominium Phase I, as recorded in Volume 82045, Page 3418, D.R.D.C.T.;

THENCE North 67 degrees 37 minutes 07 seconds West, departing said common line and along the common north line of said Marina Del Sol and the south line of the herein described tract, a distance of 225.01 feet to a monument set for corner;

THENCE South 60 degrees 14 minutes 53 seconds West, continuing along said common line, a distance of 35.65 feet to a monument set for corner;

THENCE North 46 degrees 01 minutes 20 seconds West, a distance of 114.02 feet to a monument set for corner on the southeasterly line of Block 3, Lot 1 Final Plat Faulkner Point No. 8, an addition to the City of Garland, as recorded in Volume 81244, Page 2521, D.R.D.C.T.;

THENCE North 43 degrees 58 minutes 50 seconds East, along the coon southeasterly line of said Lot 1 and the northeasterly line of said Lot 2, a distance of 345.96 feet to a monument set for corner on the south line of Hillpoint Condominiums, as recorded in Volume 82113, Page 1041, D.R.D.C.T.;

ZONING FILE NUMBER Z 19-31

THENCE South 44 degrees 46 minutes 19 seconds East, along the south line of said Hillpoint Condominiums and the northerly line of said Lot 2, a distance of 222.77 feet to the POINT OF BEGINNING AND CONTAINING 84,872 square feet or 1.9484 acres of land, more or less.

EXHIBIT A

EXHIBIT B

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 19-31

5751 Marvin Loving Drive

- I. Statement of Purpose:** The purpose of this Planned Development is to approve a multi-family development.
- 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 Multi-Family (MF) District 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. Development Plans:**
- Detail Plan: Development shall be in general conformance with the Detail Plan labeled Exhibit C through 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 Conditions:**
- A. Permitted Uses: Land Uses are permitted as in the Multi-Family (MF) District.
- B. Site Plan: The site layout, building placement, parking and other development proposed shall be in general conformance with the approved Site Plan labeled Exhibit C.
- C. Building Placement: None of the buildings are required to be located at a minimum angle of thirty (30) degrees from the right-of-way.
- D. Density: The maximum density for this development

shall be twenty-five (25) dwelling units per acre.

E. Clubhouse: A clubhouse is not required with this development.

F. Swimming Pool: A swimming pool is not required with this development.

G. Amenities: Amenities shall be provided as shown on the Exhibits C and D.

H. Carports:

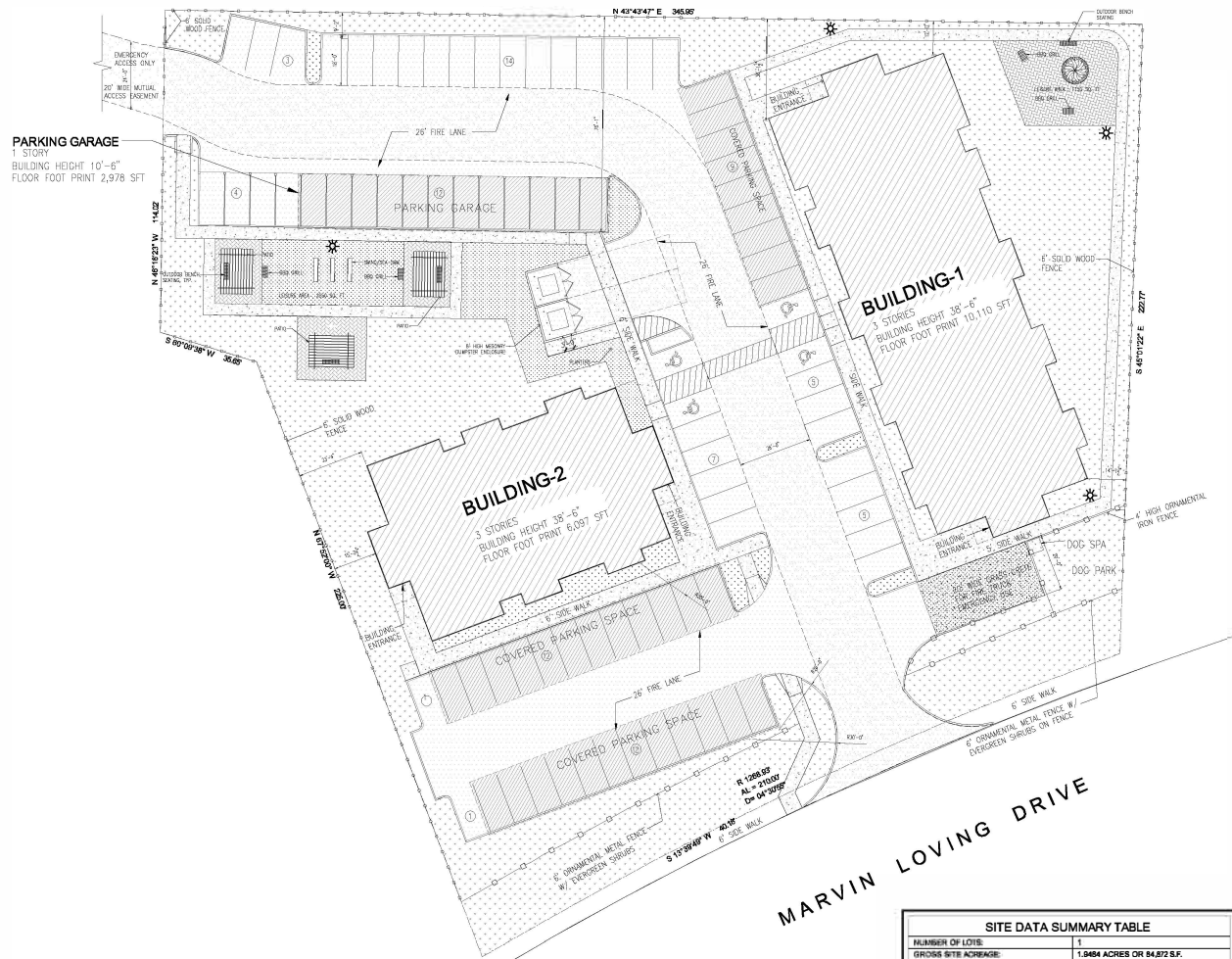
- A maximum of twelve (12) parking stalls are allowed per structure.
- The support columns are allowed to be metal in lieu of masonry material.

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

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

K. Access: The access at the northwest portion of the site shall be for emergency purposes only.

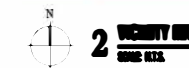
L. On-site management: On-site management shall be available on the subject property.



SITE DATA SUMMARY TABLE		
NUMBER OF LOTS:	1	
GROSS SITE AREA:	1.9464 ACRES OR 84,872 S.F.	
EXISTING ZONING:	MULTIFAMILY	
PROPOSED ZONING:	PD	
BUILDING AREA:	18,207 S.F.	
NUMBER OF STORIES:	3	
BUILDING HEIGHT:	38'-6"	
NUMBER OF UNITS:	48	
REGULAR PARKING REQUIRED: (1.5 PER 1 BEDROOM UNIT (24 UNITS) 2.0 PER 2 BEDROOM UNIT (24 UNITS))	84 PARKING SPACES	
REGULAR PARKING PROVIDED:	81 PARKING SPACES	
HANDICAP PARKING REQUIRED:	4 SPACES (1 VAN ACCESSIBLE)	
TOTAL PARKING PROVIDED:	85 PARKING SPACES	
IMPERVIOUS COVERAGE:	38,200 S.F. OR 46.85%	
ZONING REQUIREMENTS MF	REQUIRED	PROVIDED
FRONT YARD SETBACK:	47'	47'
SIDE YARD SETBACK:	0'	0'
REAR YARD SETBACK:	0'	0'
MAXIMUM LOT COVERAGE:	MAX. 65%	18%
MAXIMUM DENSITY:	MAX. 18/ACRE	24.02/ACRE

NOTES:

1. ALL UTILITIES TO BE LOCATED BY THE OWNER PRIOR TO CONSTRUCTION.
2. ALL UTILITIES TO BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
3. ALL UTILITIES TO BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.



BUILDING DATA				
UNIT	UNITS	TYPE	STORAGE AREA	EXTENDED AREA
A	12	1 BR.	25 SFT	772 SFT
B	24	2 BR.	25 SFT	907 SFT
C	12	1 BR.	22 SFT	845 SFT
48 UNITS				NET AREA SUBTOTAL: 41,172 S.F.
APARTMENT BUILDING - 1				1x20 = 20 UNITS
APARTMENT BUILDING - 2				1x18 = 18 UNITS
GROSS LIVING AREA				41,172 S.F.

PARKING DATA	
1 BED ROOM UNIT-A : 1.5x12 UNIT	18 SPACES
1 BED ROOM UNIT-B : 1.5x12 UNIT	18 SPACES
2 BED ROOM UNIT : 2x24 UNIT	48 SPACES
TOTAL PARKING REQUIREMENT	84 SPACES
TOTAL PARKING REQ. 84, PROVIDED 85 (INCLUDING 12 ENCLOSED & 33 COVERED PARKING)	
ACCESSIBLE PARKING REQ.	4 SPACES
ACCESSIBLE PARKING PROJ.	4 SPACES
VAN ACCESSIBLE PARKING PROVIDED	1 SPACE

AMENITIES PROVIDED WITH THE SITE:

1. DOG WALK
2. DOG SPA
3. BENCH FOR OUT DOOR SEATING
4. PLANTERS
5. WALKING TRAIL
6. BBQ GRILLS
7. CHILDREAN PLAY EQUIPMENT
8. PATIO

CASE NO. 190502-3
THE ADDRESS AT LAKE RAY HUBBARD
LOT 2, BLOCK 3, FLUNKER POINT NO. 7
5751 Marvin Loving Drive
City of Garland

Design Associates & Consultants

2800 Oaklawn Drive,
Plano, Texas 75075
Tel: 972-474-4000
Fax: 972-474-4000
www.designassociates.com

REGISTERED ARCHITECT
ADAM SAMIR
STATE OF TEXAS
24471
09-18-20

Developer
Pulsar 21 Development
P.O. Box 803, 9507

Participating Consultants:

Contractor
MULTI FAMILY APARTMENT
AT
5751 MARVIN LOVING DRIVE
GARLAND, TEXAS 75043

Drawing Title:
DETAIL PLAN

Issued For: _____ **Date:** _____

Revision Information:

No.	Date	Description

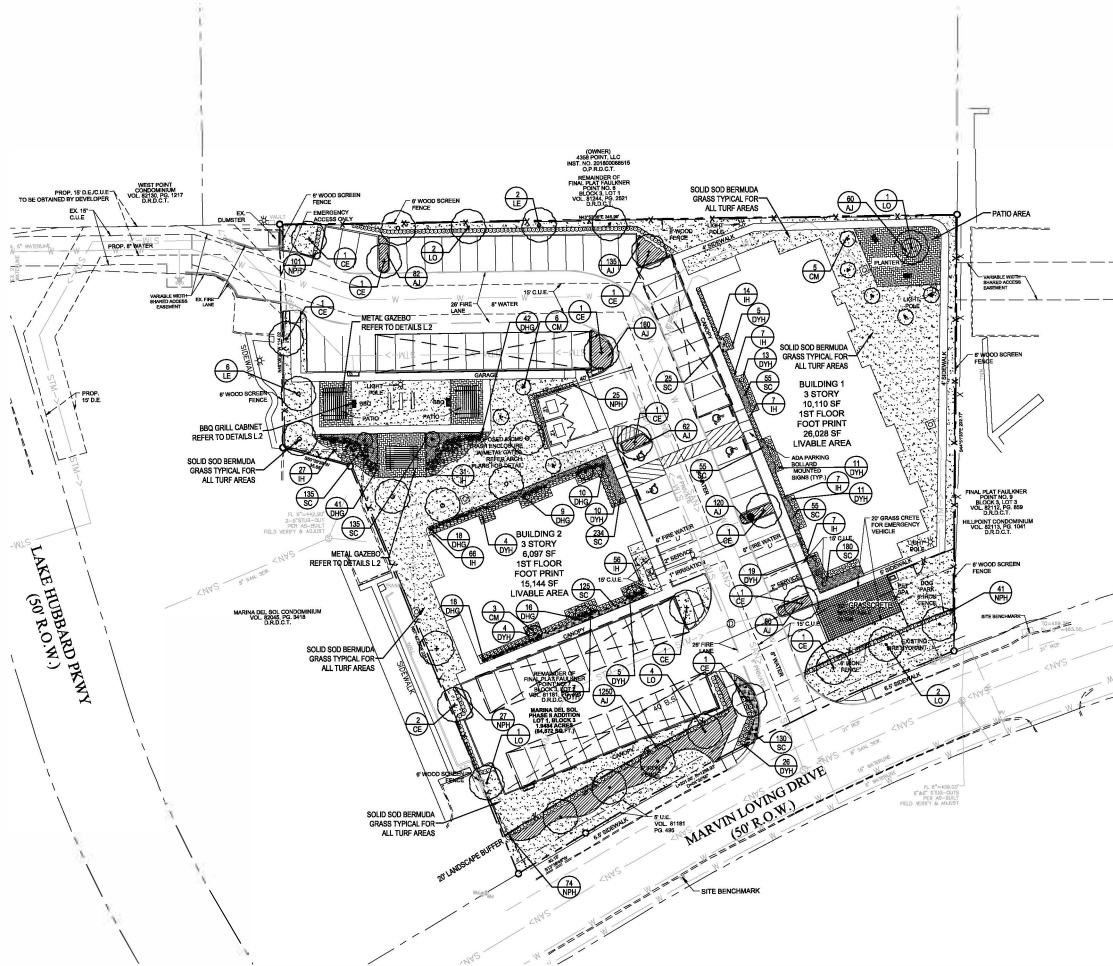
Project No: 190502-3 **Date:** 09-18-20

Drawn By: _____ **Checked By:** _____

Sheet No.: _____

SHEET-1

EXHIBIT D



PLANT MATERIAL SCHEDULE

TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	13	Cedar Elm	<i>Platanus chinensis</i>	3" cal.	b.b.b. 13' ht., 5' spread, 5' clear trunk
LE	8	Live Oak	<i>Quercus agrifolia</i>	3" cal.	container, 12' ht., 4' spread, straight trunk
LO	10	Live Oak	<i>Quercus agrifolia</i>	3" cal.	container, 14' ht., 8' spread, 5' clear straight trunk
CM	13	Crepe Myrtle	<i>Lagerströmia indica</i>	6-8' ht.	6-8' ht., 3-5 trunk, tree form
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DYH	141	Dwarf Hamamelis	<i>Hamamelis alpinensis</i>	3 gal.	container full well rounded
DYH	130	Dwarf Yucca	<i>Yucca rostrata</i>	3 gal.	container, 18" spread, 18" ht.
HN	208	Indian Hawthorn	<i>Raphanopappus indica</i>	3 gal.	container, 18" spread, 18" ht.
HN	208	Indian Hawthorn	<i>Raphanopappus indica</i>	3 gal.	container, 20" spread, 24" ht.
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
AJ	1948	Asian Jasmine	<i>Trachelium asiaticum</i>	4" pin	container 3-5 1/2" runners, 12" o.c.
SC	1120	Seasonal Color	<i>Cynodon dactylon</i>	4" pin	selection by owner, 12" o.c.
		419 Bermuda grass	<i>Cynodon dactylon</i>		Solid Sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

LANDSCAPE REQUIREMENTS

Requirement: Minimum of 40% of site to be devoted to landscape area.
(Site Area: 83,825 s.f.)
Required: 33,530 s.f. Provided: 34,032 s.f.

Requirement: 5% of total parking area to be landscaped.
Trees located at the end of each parking row. All parking spots to be within 65' of tree. 1 tree per (10) parking space.
(Parking Area: 28,920 s.f.)
Required: 1548 s.f. Provided: 2,568 s.f.
9 Trees 11 Trees

Requirement: 20' wide landscape buffer along major roadways. 1 large canopy tree and 7 shrubs per 30' l.f.
Maximum 75% of buffer can be turf, 25% to be groundcover.
(Street Frontage: 250' l.f.)
Required: 8 trees 58 shrubs 1250 s.f. groundcover
Provided: 8 trees 132 shrubs 1270 s.f. groundcover



LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEVATIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHER.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAMINATE ASBESTOS TERRY STEEL EDDING. HOISTERS TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOO BERMUDA GRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON FINAL PLANS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDED AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOO SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINE GRADE. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER.
- IMPORTED TOPSOIL SHALL BE NATURAL, TRIMMED FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLUMPS, TOXIC SUBSTANCES, ROCKS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DRY GLOBS, STICKS, CONCRETE BRICKS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
- CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOO NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON FINAL PLANS. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDED AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOO SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINE GRADE. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER OF ORIGINAL LIABILITY OF EXISTING TOPSOIL.
- PLANT SOO BY HAND TO COVER UNDEVELOPED AREAS COMPLETELY. INSURE EDGES OF SOO ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL JOINTS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNUSUAL UNIFORMITIES.
- WATER SOO THOROUGHLY AS SOO OPERATION PROGRESSES.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER AND MARCH 1, ALL SOO AREAS TO BE OVERSEED WITH WINTER RYE GRASS AT RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 MODERNITY DR.
SUITE 110
ALLEN, TEXAS 75013
(409) 369-4448
CHRS@STUDIOGREENSPOT.COM



GARLAND APARTMENT COMPLEX

CITY OF GARLAND, TEXAS

ISSUE:

CITY COMMENTS 10.22.2020
CITY COMMENTS 11.19.2020

DATE:

11.19.2020

SHEET NAME:

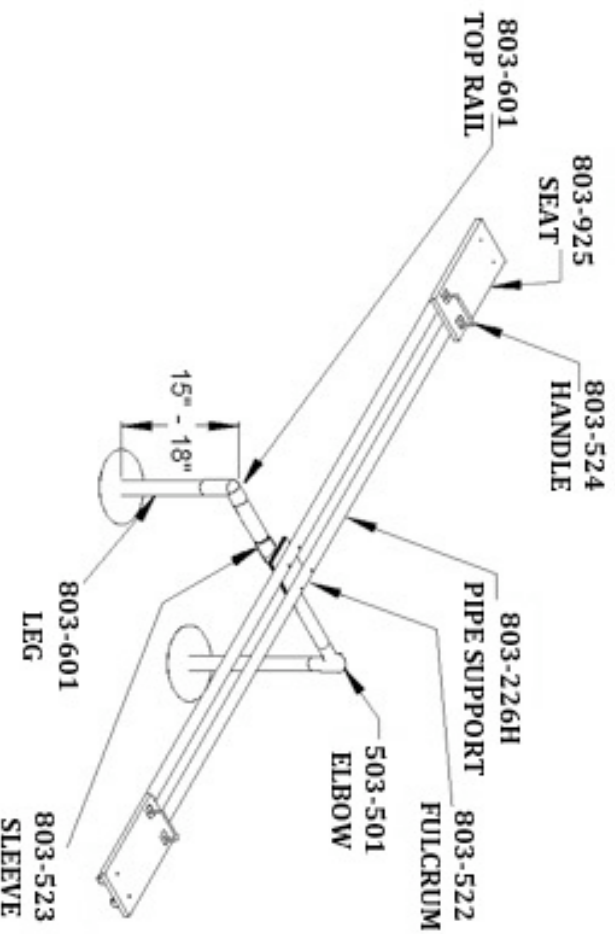
LANDSCAPE PLAN

SHEET NUMBER:

L.1

IMPORTANT

PLEASE READ THESE INSTRUCTIONS BEFORE COMMENCING ASSEMBLY. Please retain this instruction sheet in your files. It contains important replacement parts information. All equipment must be installed in accordance with these instructions. It is important to use and maintain all public playground equipment properly. Playground equipment, which is improperly maintained, can cause serious injury. Periodical inspections, maintenance, repair and/or replacement of damaged parts is necessary for safe operation of equipment. Appropriate publications, available at no charge, from the consumer product safety commission, include "A Handbook for Public Playground safety". You can receive your free copy by calling 1-301-504-7908.

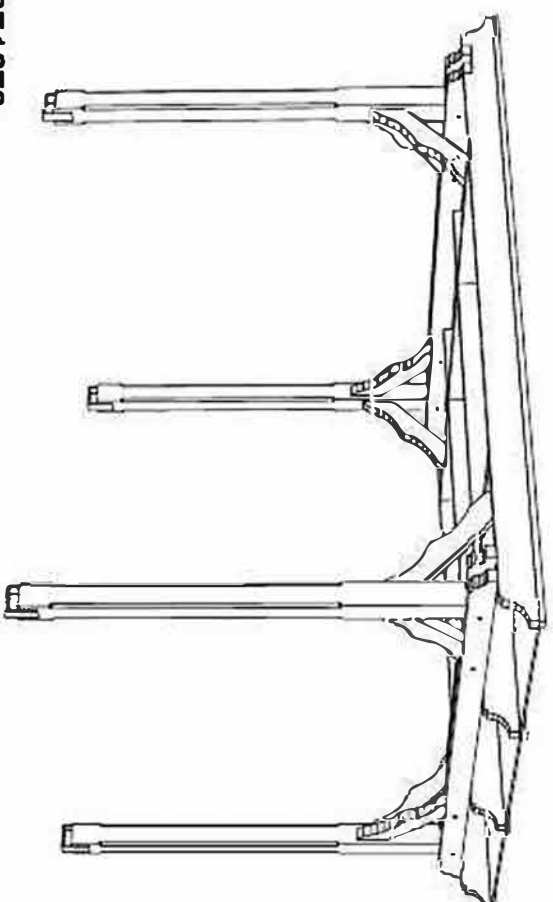


CTN		PACKING LIST		HARDWARE BAG	
		Hardware Bag		2 3/8" Pipe Plug	
1	1	503-501 Elbow	4	105-017	2 3/8" Pipe Plug
	2	803-522 Fulcrum	6	196-802	1/2" x 1/2" Socket Set Screw
	1	803-523 Sleeve	8	116-550	5/16" x 3" B.H. Bolt
	2	803-524 Handle	4	116-543	5/16" x 2 1/4" B.H. Bolt
	2	803-524 Handle	12	326-501	5/16" Lock Washer
1	2	803-925 Seat Boards	12	216-512	5/16" x 1" B.H. Nut
	3	803-601 Pipe 2 3/8" OD x 3'6" Long	1	416-400	1/4" Socket Key
	2	803-601 Support	2	416-350	3/16" Socket Key
	1	803-226H	1	516-350	Permabond Threadlocker Tube
	1		1	805-532	Warning Label
2	1	803-226H	1	805-534	SportsPlay Label
			1		Maintenance Checklist

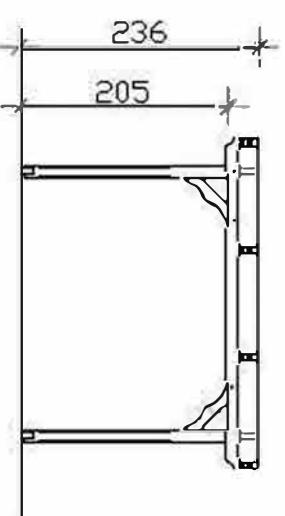
1 CTN	1 BDL	2 PIPE	4 TOTAL PCS	145# Weight	Class 70
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EXHIBIT D

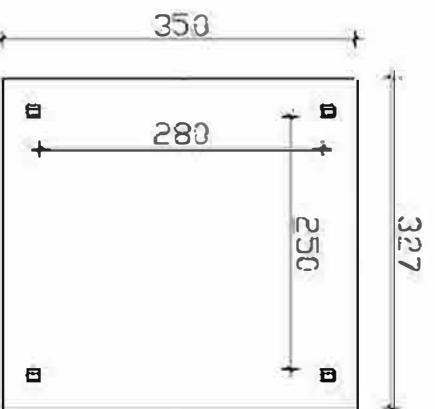
SportsPlay Equipment, Inc., 5642 Natural Bridge, St. Louis, MO 63120 (314) 389-4140
www.sportsplayinc.com



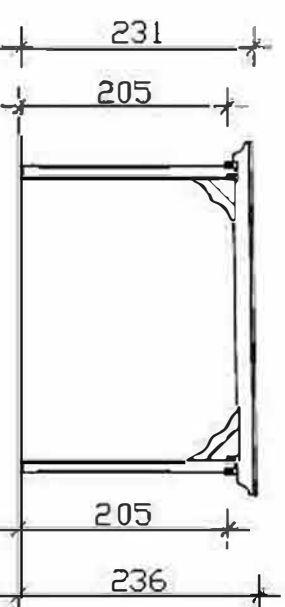
4018211 371273



Side View



Floor plan



Front View

M 1:100

"Marseille" Gazebo 327cm x 350cm

Datasheet / Construction Description

Type of wood / Hardware	glulam, untreated / galvanised
Posts	4 pieces 12x12x210cm
Roof	Polycarbonat double bar 10mm (bronze)
Roof surface	11,45m ²
Snow load	sk = 2,00kN/m ²
Length x Depth	327cm x 350cm
Height / Entrance	236cm / (205cm)
Area (building volume)	11,45m ² (27,02m ³)
Package dimensions	WxLxH 110x400x45-60cm / weight 286kg
Including	Mounting material, screw on post, upper struts, set up instructions
EXHIBIT D	

Project details: 5751 Marvin Loving Drive, Garland, TX, 75043 **CASE # 190502-3**



Al's Collection

Classic Steel Strap or Slat Benches

Materials: **Mild Steel or Steel and Wood/Recycled Plastic**

Al's Collection presents an intriguing frame with a classic strap seat for environments that require clean, simple lines. Available with steel straps, wood or recycled plastic seat sections, Al's backed bench offers a restful seat. With Al's wood version, combine it with our Boulevard™ Thermally-Modified wood for superior durability with minimal environmental impact.



Al's Bench - AL-0100-72

- Strong 3/8" laser cut and welded end frames, 1/4 x 1-1/2" steel framework
- Heavy duty (commercial grade) all steel or horizontal slat seating
- Comfortable and modern, will fit in many locations
- Wooden slat version available in Boulevard™ wood, lpe, Douglas Fir, Red Cedar and Recycled Plastic Lumber

EXHIBIT D

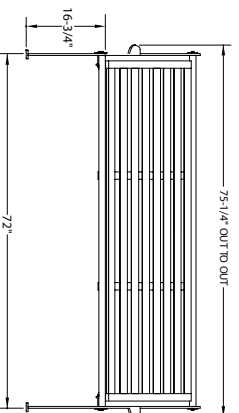
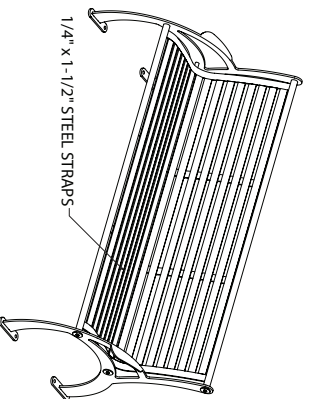


AL's Collection - All Steel or Steel and Wood/Recycled Plastic

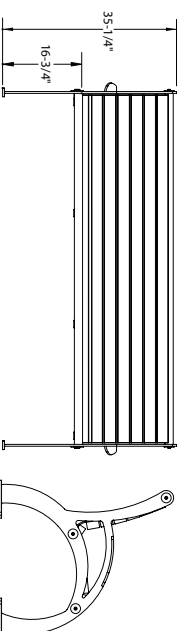
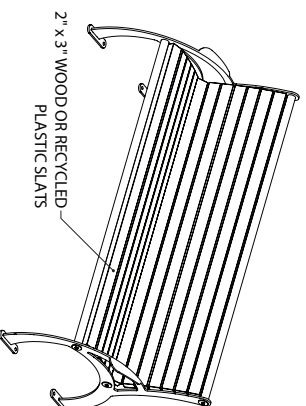
Specifications

Part. No.	Description	Size (L x W x H)	Seat Height	Weight Lbs.	Mounting
AL-01 00-48	AL's Collection Bench with back, all steel	48" x 31-5/8" x 35-1/4"	16-3/4"	213	Surface-mount
AL-01 00-60	AL's Collection Bench with back, all steel	60" x 31-5/8" x 35-1/4"	16-3/4"	248	Surface-mount
AL-01 00-72	AL's Collection Bench with back, all steel	72" x 31-5/8" x 35-1/4"	16-3/4"	291	Surface-mount
AL-01 100-72	AL's wood or recycled plastic slat option	72" x 31-5/8" x 35-1/4"	16-3/4"	265-315	Surface-mount

*Note weight varies on wood or plastic seat version.



AL-01 00-72



AL-01 100-72, slat bench option

AL's Collection benches available with slats in Boulevard™ Thermally-Modified wood, Ipe, Red Cedar, Douglas Fir or Recycled Plastic Lumber.

AL419

2

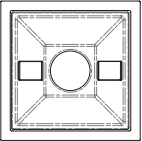
EXHIBIT D



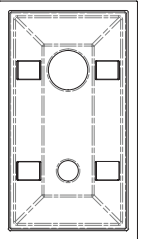
TourneSol Recycling Systems - Urban and Wilshire Collections

Part. No.	Collection	Material	Shape	Lid Configuration	Description
UR-REC-01 or UCR-REC-01	Urban	FRP/GFRC	Square	FRP 1-Stream Lid	22"L x 22"W x 33"H, FRP (UR) or GFRC (UCR) Recycler
UR-REC-02 or UCR-REC-02	Urban	FRP/GFRC	Rectangle	FRP 2-Stream Lid	38"L x 22"W x 33"H, FRP (UR) or GFRC (UCR) Recycler

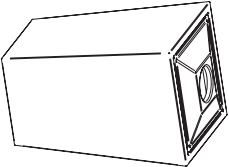
Recycling system lids available with trash/plastic & glass (6¼" hole), paper (9½" x 1½" angled slot), or drink can (3¼" hole) openings. Each opening features two laser cut stainless labels. Specify openings and labels at time of order.



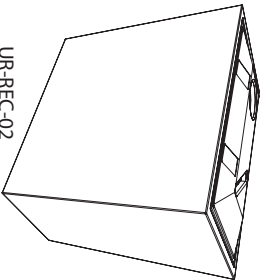
FRP 1-Stream Top - shown with 6¼" trash/plastic & glass opening



FRP 2-Stream Top - shown with 6¼" trash/plastic & glass, 3¼" drink can openings



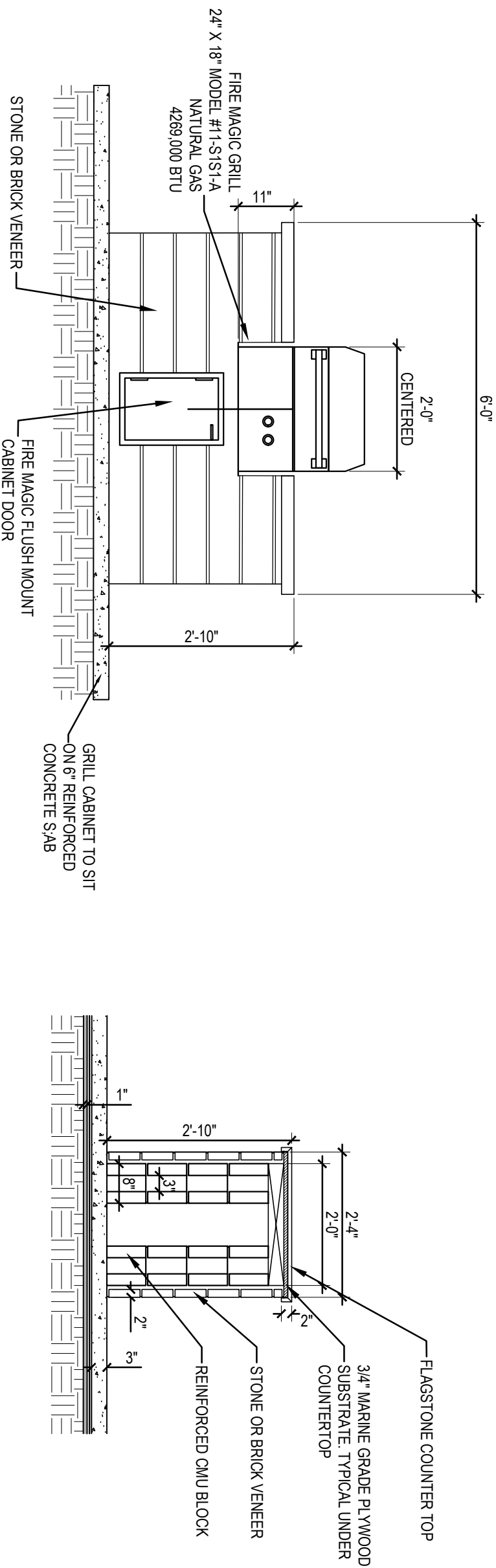
UR-REC-01



UR-REC-02

Our Urban Collection and Wilshire Collection recycling systems are designed to be used on their own, or in conjunction with the matching line of planters. Both collections are available as 1-, 2- or 3-stream recyclers. Each stream is collected in an independent 23 gallon rigid LLD Polyethylene bin. The lids are slightly crowned to discourage leaving materials stacked on the recycler. The lids are secured with durable piano hinges, and swing away easily for emptying. Four standard openings are available, depending upon the waste stream indicated. In addition to the waterproof bins, the entire recycler is waterproof to prevent leaks and spills.

EXHIBIT D



NOTE: VERIFY ALL ROUGH-IN DIMENSION FOR INSTALLATION REQUIREMENTS.



FLATTOP

- 1-3/4" X 1-3/4" (14GA) RAIL
- 1" PICKET: 34", 46", 58", 70", 82", 94", 106", 118"
- 3-15/16" AIR SPACE

THREE RAIL PANELS

118"
106"
94"
82"
70"
58"
46"
34"

CUSTOM GATES

AVAILABLE TO MATCH CURVE TOP PANELS, WALK, DRIVE, ROLL AND CANTILEVER OPTIONS AVAILABLE.

TWO RAIL PANELS

70"
58"
46"
34"

TITAN ARCHITECTURAL FENCE
Fence to be: two rail 70" (2' overall height)
1-844-908-1999
www.titansfence.com

GRILL CUT SHEET



GRILL CABINET CUT SHEET



Brand: Free Magic by RH Peterson
Model: 11-5151-A
Availability: Call for Availability

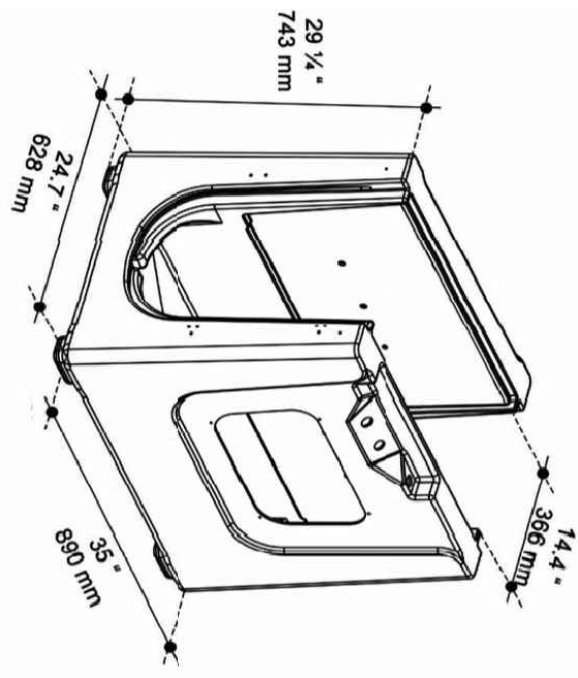
Brand: Free Magic by RH Peterson
Model: 33320-SL
Availability: Due to COVID (Allow 4-8 Weeks for Delivery)

- All stainless steel construction
- 363 square inches of cooking surface (23" x 16")
- Equipped with two cast stainless steel burners for a combined total of 42,000 BTUs with a lifetime warranty
- Battery powered ignition system
- Polished comfort touch control knobs
- Gourmet style hood
- Stainless steel rod cooking grids
- Cooling grid lifter
- Stainless steel warming rack
- For Natural or Propane gas
- Integral installation hanger

PET SPA CUT SHEET

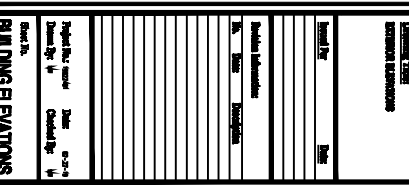
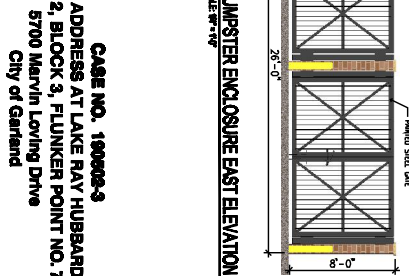
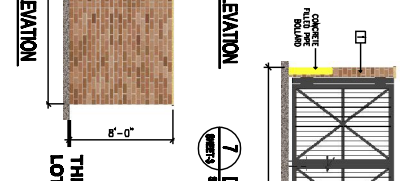
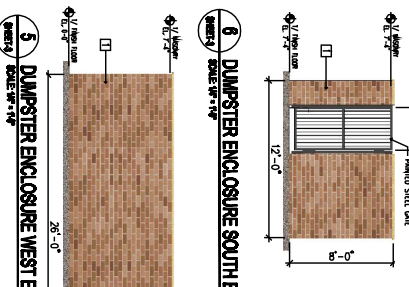
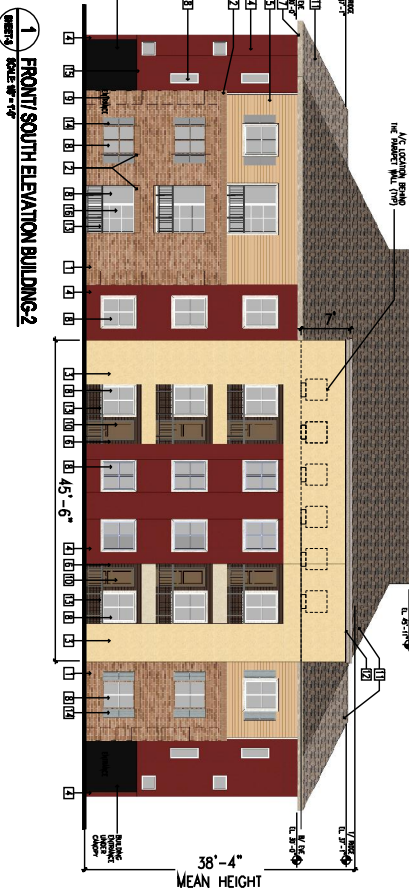
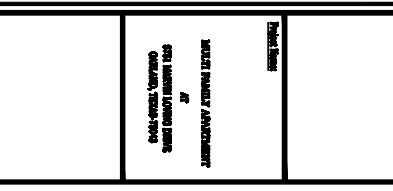
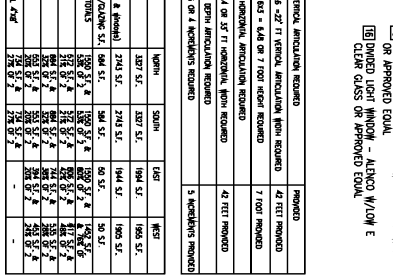
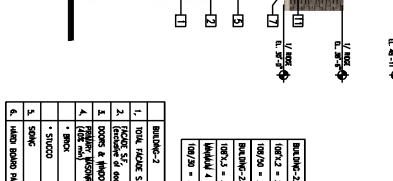
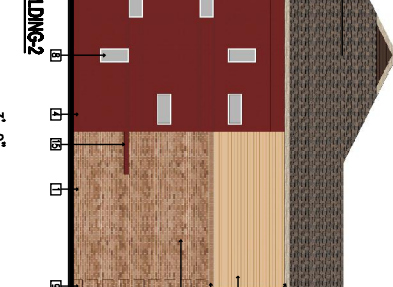
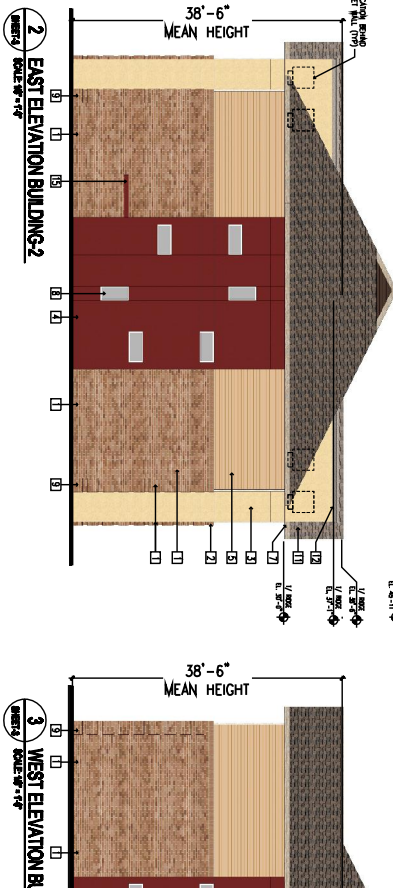
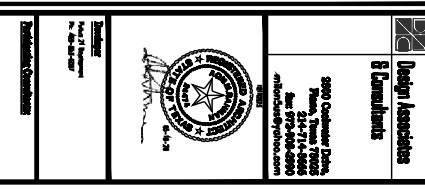
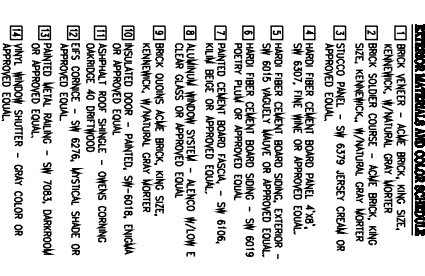
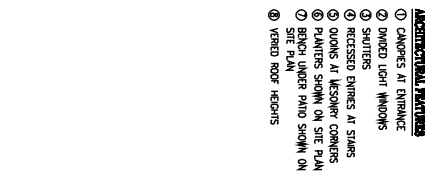
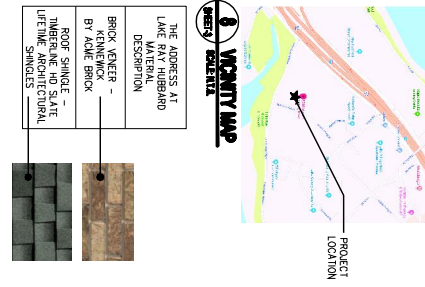
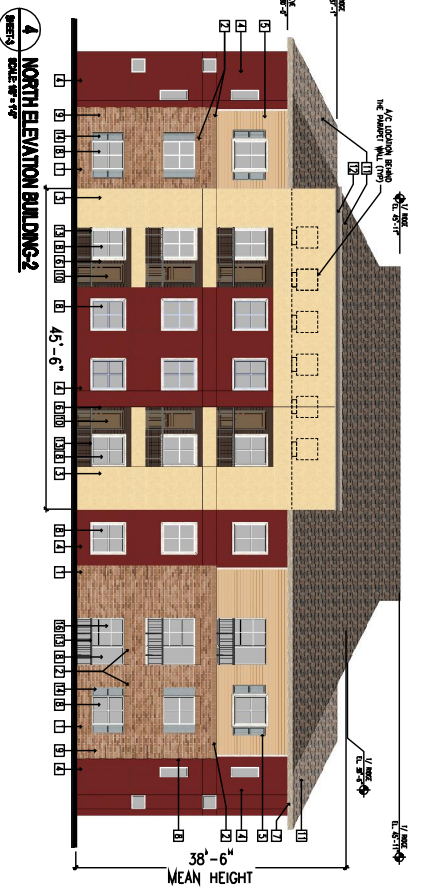


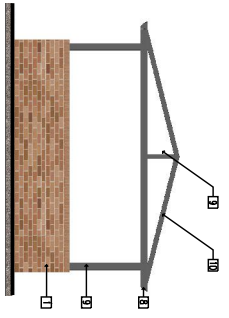
PET SPA DIMENSION PLAN
NOT TO SCALE



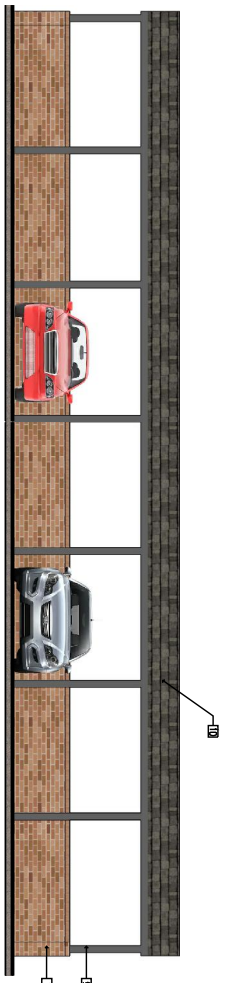
1. Splash guard (optional)
2. Pet safety restraint holders (chains not included)
3. Exit door
4. Extendible flex drain
5. Water supply inlet
6. Entry door
7. Shelf for small dogs (optional)
8. Access panel
9. Jet control
10. Shower control
11. Shower wand
12. On wheels w/lock (optional)

Home Pet Spa Dimensions
• Overall dimensions: 35" x 24-7" x 29-3/4" H / 890 x 630 x 745H mm
• Interior dimensions: 30" L x 15" w x 25" h

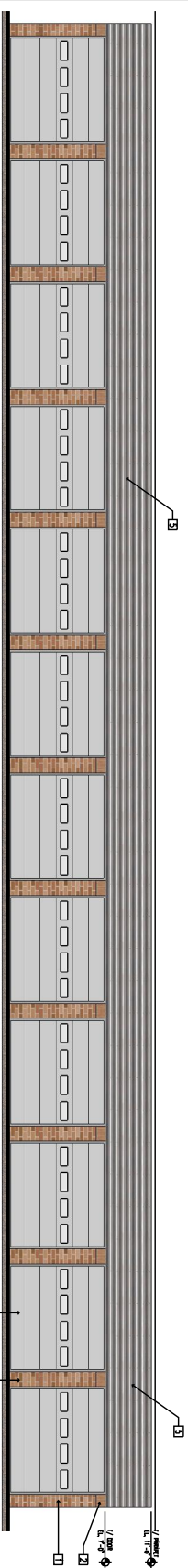




5 PARKING SHED SIDE ELEVATION
SHEET 4 SCALE 3/8" = 1'-0"



6 TYPICAL PARKING SHED FRONT/REAR ELEVATION
SHEET 4 SCALE 3/8" = 1'-0"





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. b.

Meeting Date: 12/15/2020

Item Title: Z 19-40 Monk Consulting Engineers (District 2)

Submitted By: Nabiha Ahmed, Development Planner

Summary of Request/Problem

Zoning Ordinance Z 19-40 Monk Consulting Engineers

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Attachments

Z 19-40 Ordinance

Z 19-40 Exhibit A

Z 19-40 Exhibit B

Z 19-40 Exhibits C-E

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) A PLANNED DEVELOPMENT (PD) DISTRICT TO ALLOW A CHURCH OR PLACE OF WORSHIP ON A PROPERTY ZONED PLANNED DEVELOPMENT (PD) DISTRICT 13-01 FOR SINGLE-FAMILY-7 USES AND 2) A DETAIL PLAN FOR A CHURCH OR PLACE OF WORSHIP USE ON A 38.37-ACRE TRACT OF LAND LOCATED AT 2201 EAST MILLER ROAD AND 2214 EAST CENTERVILLE ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 9th day of November, 2020, the Plan Commission did consider and make recommendations on a certain request for approval of 1) a Planned Development (PD) District to allow a Church or Place of Worship on a property zoned Planned Development (PD) 13-01 for Single Family-7 Uses and 2) a Detail Plan for a Church or Place of Worship Use made by **Monk Consulting Engineers**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving 1) a Planned Development (PD) District to allow a Church or Place of Worship on a property zoned Planned Development (PD) 13-01 for Single Family-7 Uses and 2) a Detail Plan for a Church or Place of Worship Use on a 38.37-acre tract of land located at 2201 East Miller Road and 2214 East Centerville Road and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

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

Section 3

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

Section 4

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

Section 5

That the Garland Development Code, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 6

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

Section 7

FILE NO. Z 19-40

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

PASSED AND APPROVED this _____ day of _____,
2020.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 19-40

BEING a 38.37-acre tract of land situated in the Edward Mills Survey, Abstract No. 952 and the William Turner Survey, Abstract No. 1484, City of Garland, Dallas County, Texas, same being a tract of land conveyed to Walnut Park Assembly of God/Casa De Mi Gloria USA Inc. by General Warranty Deed recorded in Instrument No. 201600149084, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for corner, said corner being along the East right of way line of Centerville Road (100 foot right of way), said corner being the Southwest corner of Lot 2 of Platinum Storage Centerville Addition, an addition to the City of Garland, Dallas County, Texas, according to the Plat thereof recorded in Instrument No. 201900074874, Official Public Records, Dallas County, Texas;

THENCE South 87 degrees 00 minutes 15 seconds East along the South line of Lot 2 of said Platinum Storage Centerville Addition, a distance of 96.19 feet to a point for corner;

THENCE North 69 degrees 06 minutes 22 seconds East along the South line of Lot 2 of said Platinum Storage

ZONING FILE NUMBER Z 19-40

Centerville Addition, a distance of 45.77 feet to a point for corner;

THENCE North 83 degrees 46 minutes 47 seconds East along the South line of Lot 2 of said Platinum Storage Centerville Addition, a distance of 168.97 feet to a point for corner;

THENCE North 50 degrees 36 minutes 16 seconds East along the Southeast line of Lot 2 of said Platinum Storage Centerville Addition, a distance of 447.37 feet to a point for corner;

THENCE North 78 degrees 44 minutes 32 seconds East along the South line of Lot 2 of said Platinum Storage Centerville Addition, a distance of 300.61 feet to a point for corner, said corner being along the West line of a tract of land conveyed to City of Dallas by Confirmation Warranty Deed recorded in Volume 68214, Page 6852, Deed Records, Dallas County, Texas;

THENCE along the West line of said City of Dallas tract the following bearings and distances:

South 17 degrees 21 minutes 21 seconds East, a distance of 264.14 feet to a point for corner:

South 19 degrees 18 minutes 36 seconds East, a distance of 548.02 feet to a point for corner:

South 49 degrees 04 minutes 50 seconds East, a distance of 428.08 feet to a point for corner:

South 09 degrees 23 minutes 57 seconds East, a distance of 431.03 feet to a point for corner:

EXHIBIT A

ZONING FILE NUMBER Z 19-40

South 21 degrees 20 minutes 07 seconds West, a distance of 191.24 feet to a point for corner, said corner being along the North right of way line of E. Miller Road (100 foot right of way), said corner being along a curve to the left, having a radius of 5780.00 feet, a central angle of 02 degrees 05 minutes 22 seconds, a chord bearing of South 88 degrees 14 minutes 03 seconds West, a chord distance of 210.78 feet;

THENCE along said curve to the left and the North line of said E. Miller Road, an arc length of 210.79 feet to a point for corner;

THENCE South 87 degrees 11 minutes 22 seconds West along the North line of said E. Miller Road, a distance of 833.34 feet to an axle found for corner, said corner being the Southeast corner of a tract of land conveyed to Centerville Road Venture, LLC by Special Warranty Deed recorded in Instrument No. 201200223396, Official Public Records, Dallas County, Texas;

THENCE North 01 degrees 10 minutes 54 seconds West along the East line of said Centerville Road Venture, LLC tract, a distance of 720.19 feet to a 1/2 inch iron pipe found for corner;

THENCE South 88 degrees 59 minutes 01 seconds West along the North line of said Centerville Road Venture, LLC tract, a distance of 485.74 feet to a 1/2 inch iron rod found with yellow plastic cap stamped "3034" for corner, said corner being along the East line of said Centerville Road;

EXHIBIT A

ZONING FILE NUMBER Z 19-40

THENCE North 01 degrees 06 minutes 18 seconds East along the East line of said Centerville Road, a distance of 616.90 feet to the POINT OF BEGINNING and containing 1,671,585 square feet or 38.37 acres of land.

EXHIBIT A

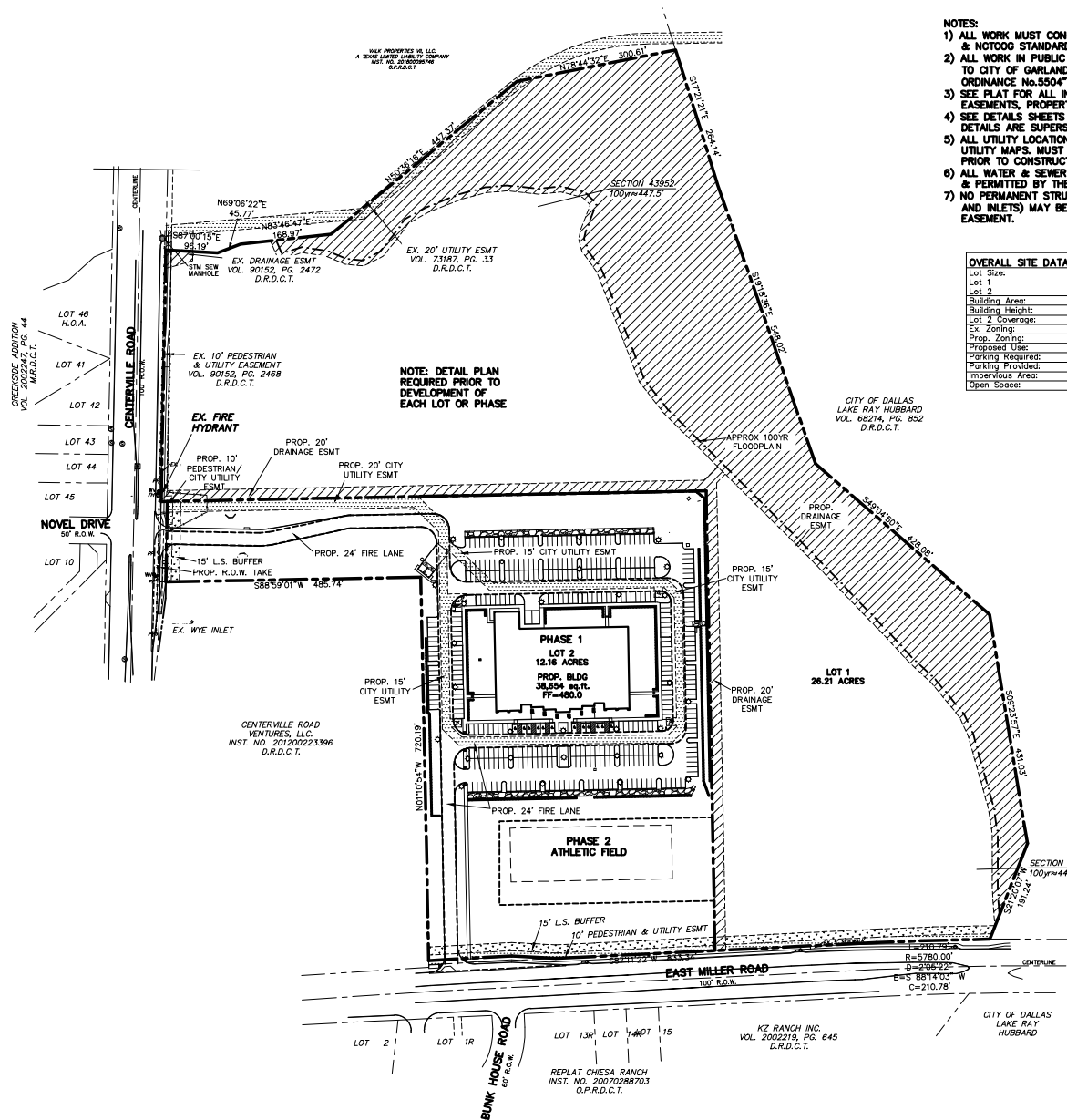
PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 19-40

2201 East Miller Road and 2214 East Centerville Road

- I. Statement of Purpose:** The purpose of this Planned Development is to approve a Detail Plan for a Church/Place of Worship Use on Lot 2, Phase 1.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, and Planned Development (PD) 13-01 District as amended prior to 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 are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- Detail Plan: Development shall be in general conformance with the Detail Plan labeled Exhibit C through Exhibit E. In the event there is conflict between the approved Detail Plan and the Specific Regulations below, the Specific Regulations shall apply. Future development on Lot 2, Phase 2 and Lot 1 shall require approval of a Detail Plan.
- V. Specific Conditions:**
- A. Permitted Uses:** Land Uses are permitted as in the Single-Family-7 (SF-7) District.
- B. Site Plan:** The site layout, building placement, parking and other development proposed shall be in general conformance with the approved Site Plan labeled Exhibit C.
- C. Parking:** There shall be a total of 370 parking spaces for Phase 1. Additional parking spaces will be required for Phase 2.

- D. Building Height: The maximum building height shall be forty-one (41) feet.
- E. Retaining Wall: The maximum height of the keystone retaining wall shall be ten (10) feet.
- F. Landscape Plan: Screening and landscaping shall be in general conformance with the landscape plan labeled Exhibit D.
- G. Elevations: Building Elevations shall be in general conformance with the elevations labeled Exhibit E.

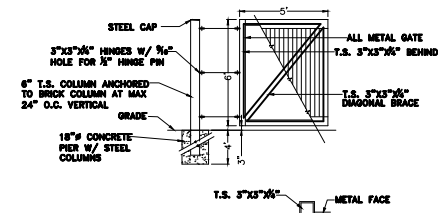
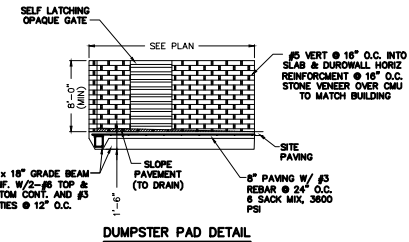


NOTES:

- 1) ALL WORK MUST CONFORM TO CITY OF GARLAND & NCTCOG STANDARDS AND DETAILS.
- 2) ALL WORK IN PUBLIC RIGHT-OF-WAY SHALL CONFORM TO CITY OF GARLAND "RIGHT-OF-WAY MANAGEMENT ORDINANCE No.5504" STANDARDS AND DETAILS
- 3) SEE PLAT FOR ALL INFORMATION REGARDING EASEMENTS, PROPERTY LINES, ETC.
- 4) SEE DETAILS SHEETS FOR PRIVATE DETAILS. ALL PRIVATE DETAILS ARE SUPERSEDED BY STANDARD CITY DETAILS.
- 5) ALL UTILITY LOCATIONS SHOWN PER CITY OF GARLAND UTILITY MAPS. MUST FIELD VERIFY ALL LOCATIONS PRIOR TO CONSTRUCTION.
- 6) ALL WATER & SEWER SERVICES MUST BE APPROVED & PERMITTED BY THE CITY OF GARLAND.
- 7) NO PERMANENT STRUCTURES (INCLUDING LIGHT POLES AND INLETS) MAY BE PLACED WITHIN A PUBLIC UTILITY EASEMENT.

OVERALL SITE DATA:

Lot Size:	26.21 Acres, 1,142,065 sq. ft.
Lot 1:	12.16 Acres, 529,520 sq. ft.
Lot 2:	12.16 Acres, 529,520 sq. ft.
Building Area:	38,854 sq. ft.
Building Height:	40' (one story)
Lot 2 Coverage:	7.3%
Ex. Zoning:	PD-13-01
Prop. Zoning:	Amended PD-13-01
Proposed Use:	Church
Parking Required:	370 1 space/4 seats (1480/4)
Parking Provided:	370
Impervious Area:	107,835 sq. ft.
Open Space:	421,685 sq. ft.



LEGEND

- = PROPERTY LINE
- - - = 100 YR WSEL
- /// = DRAINAGE ESMT
- /// = CITY UTILITY ESMT
- EXIST. OR EX. = EXISTING
- ESMT. = EASEMENT
- WSEL = WATER SURFACE ELEVATION
- = PROP. RETAINING WALL

PRELIMINARY REVIEW
NOT FOR CONSTRUCTION.

CASE # 190418-2
OVERALL SITE PLAN

CASA DE MI GLORIA
CHURCH ADDITION

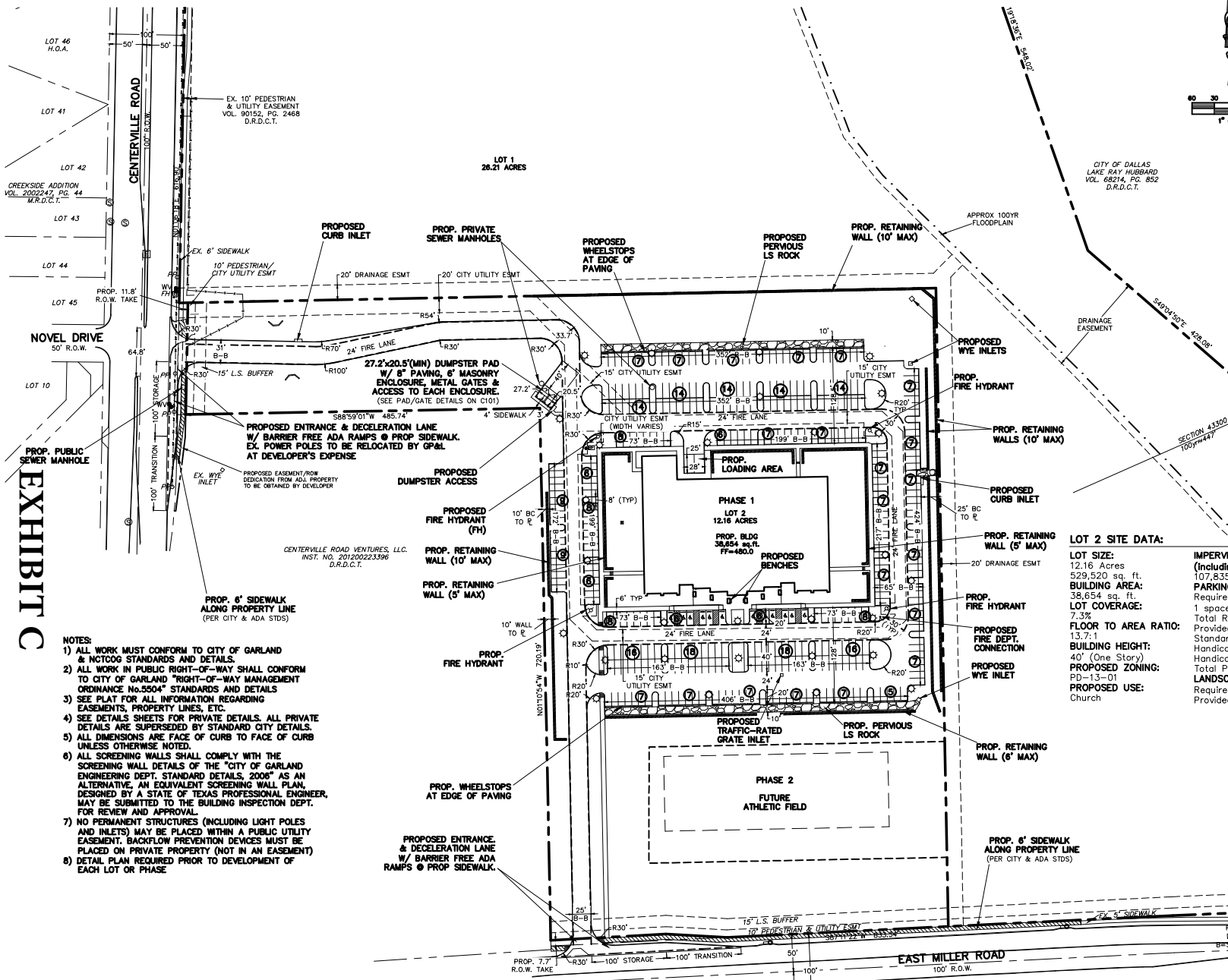
2201 E. MILLER RD.
LOTS 1 & 2, BLOCK 1 38.37 ACRES
City of Garland, Dallas County, Texas

OWNER:
CASA DE MI GLORIA CHURCH
3818 Linder, Garland, Texas 75042
Contact: Pastor Eddie Contreras
972 272-0876 econtreras@cmgusa.org

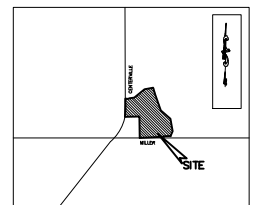
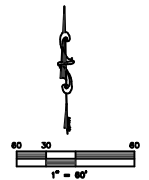
DESIGNED BY:
MONK CONSULTING ENGINEERS
1200 N. State Street, Garland Texas 75040
972 272-1763 Fax 972 272-8761

© 2019 Monk Consulting Engineers, Inc., All Rights Reserved
PROJECT NO.: 2019-15 REG. NO.: F-2567
date: 10/23/20 scale: 1"=40'

C101



- NOTES:**
- 1) ALL WORK MUST CONFORM TO CITY OF GARLAND & NCTCOG STANDARDS AND DETAILS.
 - 2) ALL WORK IN PUBLIC RIGHT-OF-WAY SHALL CONFORM TO CITY OF GARLAND "RIGHT-OF-WAY MANAGEMENT ORDINANCE No.5504" STANDARDS AND DETAILS
 - 3) SEE PLAT FOR ALL INFORMATION REGARDING EASEMENTS, PROPERTY LINES, ETC.
 - 4) SEE DETAILS SHEETS FOR PRIVATE DETAILS. ALL PRIVATE DETAILS ARE SUPERSEDED BY STANDARD CITY DETAILS.
 - 5) ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - 6) ALL SCREENING WALLS SHALL COMPLY WITH THE SCREENING WALL DETAILS OF THE "CITY OF GARLAND ENGINEERING DEPT. STANDARD DETAILS, 2006" AS AN ALTERNATIVE, AN EQUIVALENT SCREENING WALL PLAN, DESIGNED BY A STATE OF TEXAS PROFESSIONAL ENGINEER, MAY BE SUBMITTED TO THE BUILDING INSPECTION DEPT. FOR REVIEW AND APPROVAL.
 - 7) NO PERMANENT STRUCTURES (INCLUDING LIGHT POLES AND INLETS) MAY BE PLACED WITHIN A PUBLIC UTILITY EASEMENT. BACKFLOW PREVENTION DEVICES MUST BE PLACED ON PRIVATE PROPERTY (NOT IN AN EASEMENT)
 - 8) DETAIL PLAN REQUIRED PRIOR TO DEVELOPMENT OF EACH LOT OR PHASE



VICINITY MAP
NOT TO SCALE

LEGEND

- - - - - PROPERTY LINE
- ⊙ EX. SS MANHOLE
- ⊙ EX. SS CLEANOUT
- ⊙ EX. STORM MANHOLE
- ⊙ EX. WATER METER
- ⊙ EX. WATER VALVE
- ⊙ EX. POWER POLE
- ⊙ EX. FIRE HYDRANT
- EXIST. or EX. = EXISTING
- = EASEMENT
- LS = LANDSCAPE
- BC = BACK OF CURB
- B-B = BACK OF CURB TO BACK OF CURB
- ⊙ = CENTERLINE
- ⊙ = PROP. FIRE HYDRANT
- ⊙ = PROP. LIGHT POLE
- ⊙ = PROP. RIVER ROCK
- ⊙ = PROP. PUBLIC SIDEWALK
- ⊙ = PROP. RETAINING WALL
- - - - - 100 YR FLOODPLAIN

LOT 2 SITE DATA:

LOT SIZE:
12.16 Acres
529,520 sq. ft.
BUILDING AREA:
38,054 sq. ft.
LOT COVERAGE:
7.3%
FLOOR TO AREA RATIO:
13.7:1
BUILDING HEIGHT:
40' (One Story)
PROPOSED ZONING:
PD-13-01
PROPOSED USE:
Church

IMPERVIOUS AREA (including buildings):
107,835 sq. ft.
PARKING:
Required:
1 space/4 seats (1480/4)
Total Required = 370
Provided:
Standard = 358
Handicapped Required = 8
Handicapped Provided = 12
Total Provided = 370
LANDSCAPE AREA:
Required: 52,952 sq. ft. (10%)
Provided: 421,685 sq. ft.

PRELIMINARY REVIEW
NOT FOR CONSTRUCTION.

**CASE # 190418-2
SITE PLAN**

CASA DE MI GLORIA CHURCH ADDITION

2201 E. MILLER RD.
LOTS 1 & 2, BLOCK 1 38.37 ACRES
City of Garland, Dallas County, Texas

CASA DE MI GLORIA CHURCH
3818 Lower, Garland, Texas 75042
Contact: Pastor Eddie Contreras
972-272-0978 econtreras@cmgus.org

prepared by
MONK CONSULTING ENGINEERS
1200 N. State Street, Garland Texas 75040
972-272-1763 Fax 972-272-8761

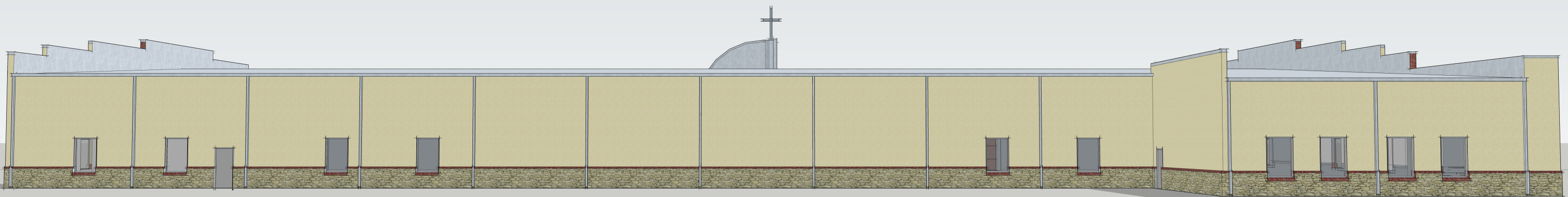


EXHIBIT E



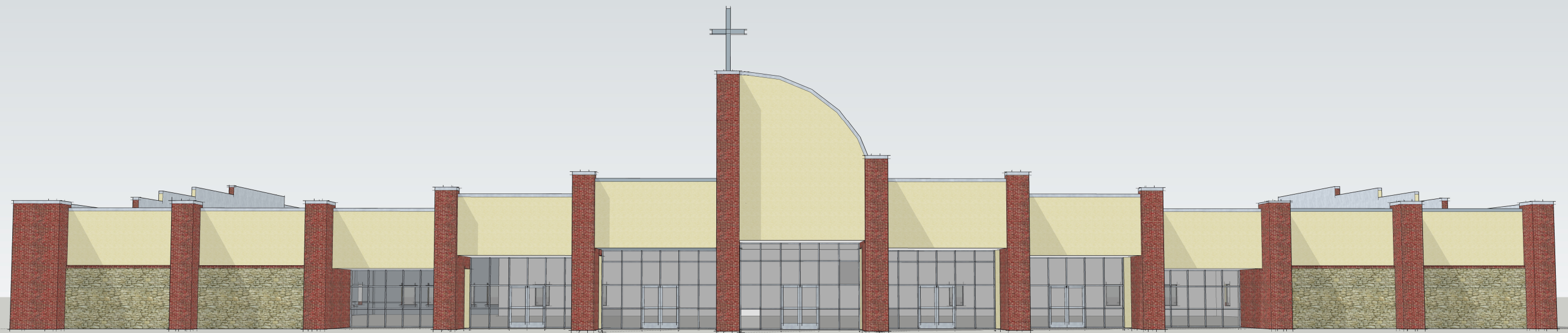
EAST ELEVATION

EXHIBIT E



NORTH ELEVATION

EXHIBIT E



SOUTH ELEVATION

EXHIBIT E



WEST ELEVATION



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. c.

Meeting Date: 12/15/2020

Item Title: Z 20-25 Nationwide Construction (District 1)

Submitted By: Kimberly Hopkins, Development Planner

Summary of Request/Problem

Zoning Ordinance Z 20-25 Nationwide Construction

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Attachments

Z 20-25 Ordinance

Z 20-25 Exhibit A

Z 20-25 Exhibit B

Z 20-25 Exhibits C-E

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) AN AMENDMENT TO PLANNED DEVELOPMENT (PD) DISTRICT 07-42 TO ADD A CHURCH OR PLACE OF WORSHIP AND 2) A DETAIL PLAN FOR A CHURCH OR PLACE OF WORSHIP ON A 3.00-ACRE TRACT OF LAND LOCATED AT 1706, 1710, AND 1714 PLEASANT VALLEY 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.

WHEREAS, at its regular meeting held on the 9th day of November, 2020, the Plan Commission did consider and make recommendations on a certain request for approval of 1) an Amendment to Planned Development (PD) District 07-42 to add a Church or Place of Worship and 2) a Detail Plan for a Church or Place of Worship by **Nationwide Construction**; 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 Amendment to Planned Development (PD) District 07-42 to add a Church or Place of Worship and 2) a Detail Plan for a Church or Place of Worship on 3.00-acre tract of land located at 1706, 1710, and 1714 Pleasant Valley Road and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in 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 20-25

Section 7

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

PASSED AND APPROVED this _____ day of _____, 2020.

CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 20-25

BEING Lot 1, Lot 2 and Lot 3, Ponderosa Acres, recorded in Volume 69180, Page 21708 Map Records, Dallas County, Texas (M.R.D.C.T) and 3 tracts of land situated in the Daniel Crist Survey, Abstract No. 226, City of Garland, Dallas County, Texas, as recorded under Instrument No. 202000026903 Official Public Records, Dallas County, Texas.

EXHIBIT B

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 20-25

1706, 1710, and 1714 Pleasant Valley Road

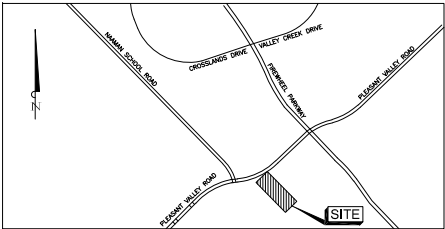
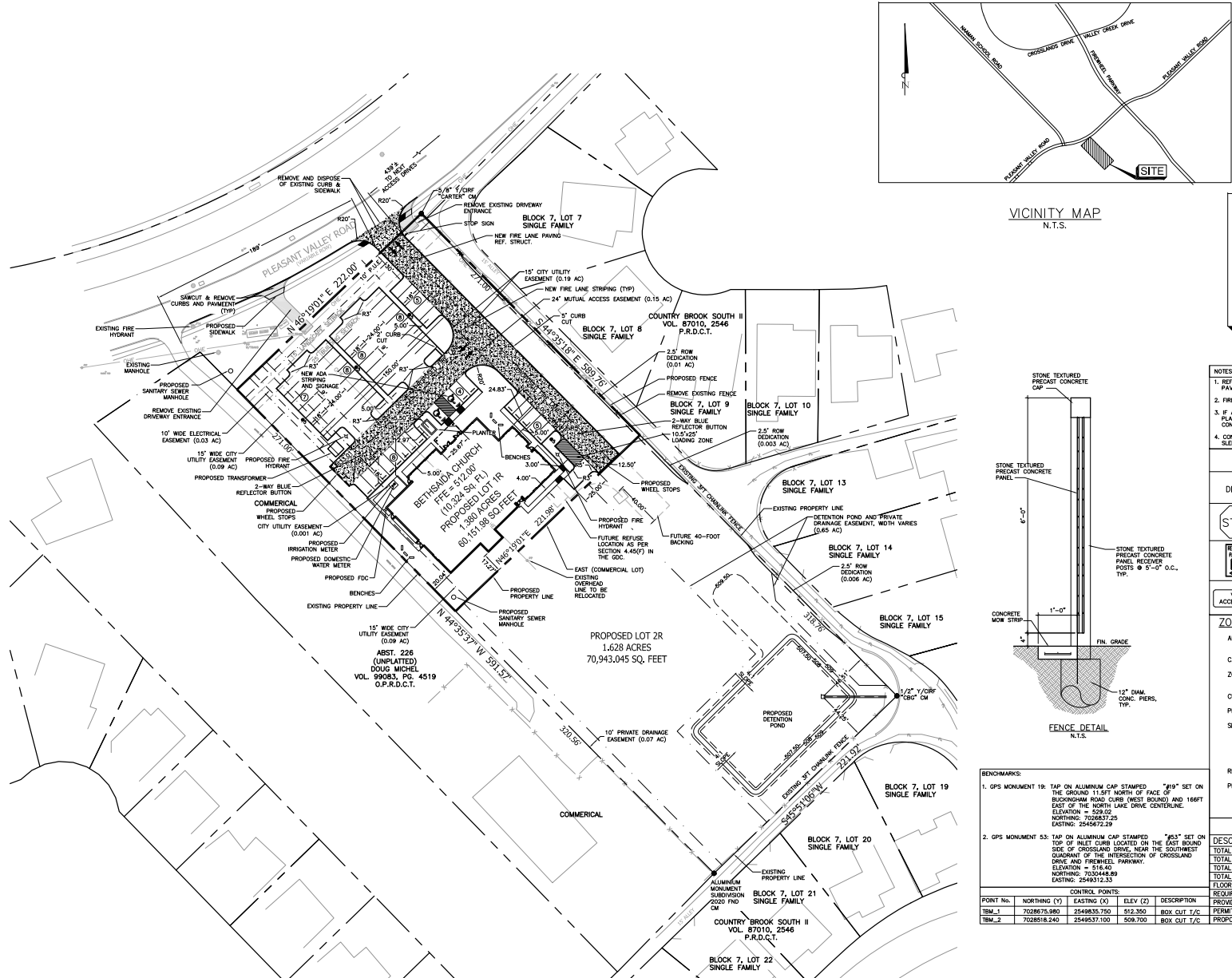
- I. Statement of Purpose:** The purpose of this Planned Development (PD) District is to allow development of a Church/Place of Worship Use.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773 and Planned Development (PD) District 07-42, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Planned Development (PD) District 07-42 and Neighborhood Office (NO) 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:**
- Detail Plan: Development is to be in general conformance with the approved site plan, landscape and elevations labeled Exhibits C, D and E. In the event of conflict between the conditions and development plans, the conditions listed below are to apply.
- V. Specific Conditions:**
- A. Site Layout: The site layout, building placement, parking and other development proposed shall be in conformance with the site layout in Exhibit C.
- B. Landscaping and Screening: Landscaping and screening shall be in conformance with Exhibit D.
- C. Refuse Enclosure: Future refuse enclosure location shall be provided as shown on Exhibit C and D, or if an alternative location is elected the placement shall comply with the Garland Development Code.
- D. Building Elevations:

- i. Building elevations shall be in general conformance with Exhibit E, and the following requirements.
- ii. The architectural elements shall be in conformance with Exhibit E.
- iii. The maximum building height is twenty-four (24) feet to the highest decorative feature.

E. Fences shall be maintained by the property owner and shall be in conformance with Exhibit D.

F. Lighting shall be in conformity with the Garland Development Code Chapter 4 Article 7 Glare and Lighting, and designed to mitigate potential disturbance to the abutting properties.

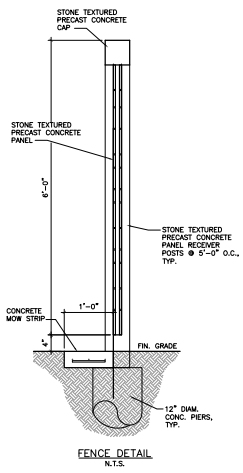
G. Signage: All future signs shall meet the Garland Development Code requirements.



VICINITY MAP
N.T.S.

LEGEND

PROPOSED PARKING COUNT	○
PROPOSED FIRE HYDRANT	⊕
PROPOSED LIGHT POLE	⊙
SANITARY, REMOVE, DISPOSE OF EXIST. CONCRETE (TOTAL 8608 SF)	■
PROPOSED PORTLAND CEMENT	■
PROPOSED HEAVY DUTY CONC.	■
PROPOSED FIRE LANE	—
PROPERTY BOUNDARY	---



FENCE DETAIL
N.T.S.

- NOTES
1. REFER TO GEOTECHNICAL INVESTIGATION FOR SUBGRADE PREPARATION AND PAVING DETAILS.
 2. FIRE LANE TO BE HEAVY DUTY CONC. AS SHOWN ON DETAIL BELOW.
 3. IF A CONFLICT EXISTS BETWEEN GEOTECHNICAL RECOMMENDATION AND PLANS, THE MORE STRINGENT CONDITIONS SHALL BE USED FOR CONSTRUCTION.
 4. CONTRACTOR TO REFER TO LANDSCAPE PLAN FOR LOCATION OF IRRIGATION SLEEVES.

SITE SIGN TABLE

DESC.	M.U.T.C.D NO./SIZE	QTY	COLOR*
STOP	R1-1 30" X 30"	X	LEGEND: RED-RETROREFLECTIVE BACKGROUND; WHITE-RETROREFLECTIVE
RECEIVER	R7-8 12" X 18"	2	LEGEND: GREEN-RETROREFLECTIVE BACKGROUND; WHITE-RETROREFLECTIVE SYMBOL; BACKGROUND: BLUE RETROREFLECTIVE
VAN ACCESSIBLE	R7-8a 12" X 6"	1	LEGEND: GREEN-RETROREFLECTIVE (OR BLACK) BACKGROUND; WHITE-RETROREFLECTIVE

ZONING STATISTICS AND PARKING SUMMARY

ADDRESS:	1706 PLEASANT VALLEY ROAD GARLAND, TX 75040
CASE #:	200505-1
ZONING:	PD 07-42 (NO) NEIGHBORHOOD OFFICE DISTRICT
CURRENT USE:	VACANT
PROPOSED USE:	PLACE OF WORSHIP
SETBACKS:	FRONT: 25' SIDE: NONE, EXCEPT 20' WHEN ADJACENT TO RESIDENTIAL REAR: NONE, EXCEPT 20' WHEN ADJACENT TO RESIDENTIAL
REQUIRED PARKING (AHJ):	210 SEATS / 4 = 53 SPACES
PROPOSED PARKING:	51 REGULAR SPACES 2 LLZ SPACES TOTAL = 53 SPACES

SITE SUMMARY TABLE

DESCRIPTION	
TOTAL SITE AREA	60,152 SQ.FT.
TOTAL BUILDING AREA	10,324 SQ.FT.
TOTAL IMPERVIOUS AREA COVERAGE (SF)	36,835 SQ.FT.
TOTAL IMPERVIOUS AREA COVERAGE (PERCENT)	60.90%
FLOOR AREA (FATIO)	10,324 SQ.FT. 17.2%
REQUIRED IMPERVIOUS SITE COVERAGE	24,061 SQ.FT. OR 40%
PROVIDED IMPERVIOUS SITE COVERAGE	36,835 SQ.FT. OR 60.90%
PRINTED BUILDING HEIGHT:	24.5 FT
PROPOSED BUILDING HEIGHT:	24.5 FT

BENCHMARKS:

1. GPS MONUMENT 19: TAP ON ALUMINUM CAP STAMPED "19" SET ON THE GROUND 11.5 FT NORTH OF FACE OF BUCKINGHAM ROAD CURB (WEST BOUND) AND 166 FT EAST OF THE NORTH LANE DRIVE CENTERLINE. ELEVATION = 529.02 NORTHING: 702687.25 EASTING: 2545872.29
2. GPS MONUMENT 53: TAP ON ALUMINUM CAP STAMPED "53" SET ON TOP OF INLET CURB LOCATED ON THE EAST BOUND SIDE OF CROSSLAND DRIVE, NEAR THE SOUTHWEST QUADRANT OF THE INTERSECTION OF CROSSLAND DRIVE AND PREMIER PARKWAY. ELEVATION = 516.40 NORTHING: 703448.89 EASTING: 2549312.33

CONTROL POINTS:

POINT No.	NORTHING (Y)	EASTING (X)	ELEV (Z)	DESCRIPTION
TBM-1	7026875.880	2544835.750	512.350	BOX OUT 1/2"
TBM-2	70268518.240	25448537.100	509.700	BOX OUT 1/2"

PLAN PREPARED BY:
MAZIDI GROUP
1105 FERNALD AVE.
DALLAS, TX 75218
PHONE: (214) 663-1068
CONTACT: COSTA MAZIDI, PHD, PE

OWNER:
BETHSAIDA COMMUNITY CHURCH
4808 RIVER BIRCH DR.
SACHSE, TX 75048
PHONE: (214) 228-6634
CONTACT: JOE JOHN

APPLICANT:
NATIONWIDE CONSTRUCTION
721 S. 5TH AVE.
MANSFIELD, TX 76063
PHONE: (817) 473-0484
CONTACT: GINA MCLEAN

CITY CASE NO. 200505-1
FIRM REGISTRATION F-10158
CITY OF GARLAND, TX
BETHSAIDA COMMUNITY CHURCH
1706 PLEASANT VALLEY ROAD
GARLAND, TX 75040
MAZIDI GROUP
CIVIL ENGINEER/ARCHITECT/PLANNING/DESIGNER/ANALYST
11105 FERNALD AVE., DALLAS, TX 75218 214-663-1068
DESIGNED: JMB
CHECKED: JMB
SCALE: AS SHOWN
DATE: AUGUST 2020
JOB NO.
MODIFY

NATIONWIDE CONSTRUCTION
DESIGN-BUILD-SUPERVISION
11105 FERNALD AVE., DALLAS, TX 75218
Phone: (817) 473-0484 Fax: (817) 473-0169
www.nationwideconstruction.com

BETHSAIDA COMMUNITY CENTER
1706 PLEASANT VALLEY ROAD
GARLAND, TX 75040

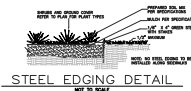
DATE ISSUED:
09/23/2020

REVISIONS:

SHEET CONTENTS:

SITE PLAN

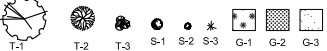
SHEET NUMBER:
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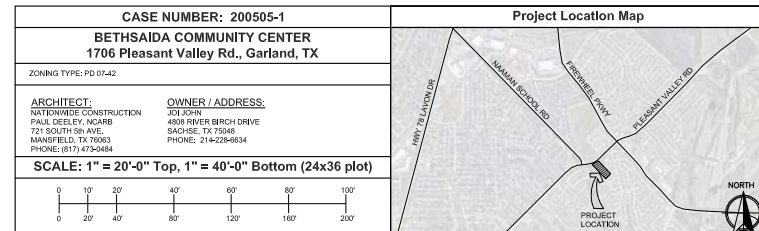
2 PLANTING DETAILS

1. "Landscaping Maintenance: The property owner, tenant or agent, shall be responsible for the maintenance of all required landscaping in a healthy, neat, orderly and live-growing condition at all times. This shall include mowing, edging, pruning, fertilizing, irrigation, weeding, and other such activities common to the maintenance of landscaping. Landscaped areas shall be kept free of trash, litter, weeds and other such materials not a part of the landscaping. Plant materials that die shall be replaced with plant materials of similar variety and size."

LANDSCAPE SYMBOLS



MARK	COMMON NAME	BOTANIC NAME	MIN. SIZE	MAX. HEIGHT	Street Buffer Required	Street Buffer Provided	Parking Lot Required	Parking Lot Provided	Site Provided	Overall Site Totals	REMARKS
	TREES				6		9			20	
T-1	Maple, Caddo	<i>Acer saccharum</i> "Caddo"	3" cal.	50'-60"			7	4			Caliper measured 12" above grade. 7' in height at time of planting. Min.
T-2	Pistache, Chinese	<i>Pistacia chinensis</i>	3" cal.	25'-35'	4			2			
ET	Existing Tree's to Remain							3			
	SMALL ORNAMENTAL TREES									17	
T-3	Crape Myrtle - Black Diamond	<i>Lagerstroemia indica</i>	3" cal.	-	4"		13"				Caliper measured 6" above grade. Total of 3" multi-trunk to be provided. *Substitution for Large Canopy Tree's along street buffer.
	SHRUBS									73	
S-1	Wax Myrtle	<i>Myrica cerifera</i>	3 gal.	36"				24			
S-2	Holly, Carissa	<i>Ilex cornuta</i> "Carissa"	3 gal.	36"				22			
S-3	Texas red leaf yucca	<i>Hesperaloe parviflora</i>	2 gal.	24"				37	9		
	GROUND COVER										
G-1	Asian Jasmine	<i>Trachelospermum asiaticum</i>	4" pot	-							Plant in all marked bed areas.
G-2	Seasonal Color		4" pot	-							Plant in all marked bed areas. To be replaced as required for growing season
G-3	HYDROMULCH	HYDROMULCH									As required in disturbed areas

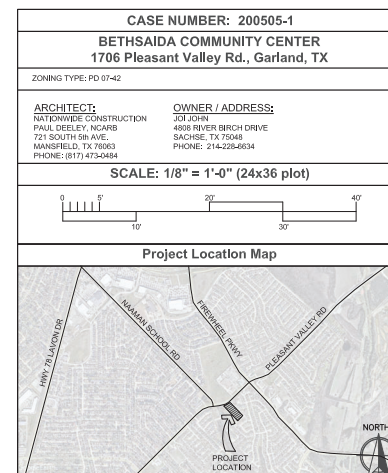
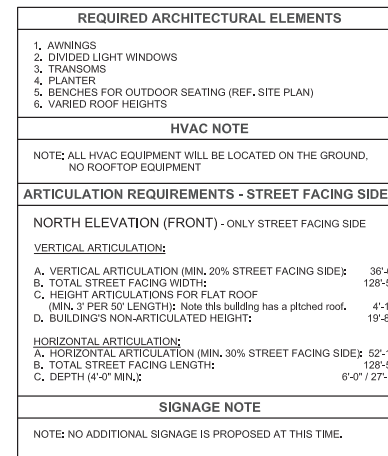


DATE ISSUED:
09/22/2020

REVISIONS:

SHEET NUMBER:

LS-1.1





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. d.

Meeting Date: 12/15/2020

Item Title: Z 20-30 Spiars Engineering (District 3)

Submitted By: Nabiha Ahmed, Development Planner

Summary of Request/Problem

Zoning Ordinance Z 20-30 Spiars Engineering

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Attachments

Z 20-30 Ordinance

Z 20-30 Exhibit A

Z 20-30 Exhibit B

Z 20-30 Exhibits C & D

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) A CHANGE IN ZONING FROM COMMUNITY RETAIL (CR) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT FOR COMMUNITY RETAIL USES AND 2) A DETAIL PLAN TO ALLOW DEVIATIONS FOR THE EXISTING NONCONFORMING PYLON SIGN ON A 2.964-ACRE TRACT OF LAND LOCATED AT 3414 BROADWAY BOULEVARD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 9th day of November, 2020, the Plan Commission did consider and make recommendations on a certain request for 1) a Change in Zoning from Community Retail (CR) District to a Planned Development (PD) District for Community Retail Uses and 2) a Detail Plan to allow deviations for the existing nonconforming pylon sign by **Spiars Engineering**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving 1) a Change in Zoning from Community Retail (CR) District to a Planned Development (PD) District for Community Retail Uses and 2) a Detail Plan to allow deviations for the existing nonconforming pylon sign on a 2.964-acre tract of land located at 3414 Broadway Boulevard and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

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

Section 3

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

Section 4

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

Section 5

That the Garland Development Code, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 6

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

Section 7

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

FILE NO. Z 20-30

PASSED AND APPROVED this _____ day of _____,
2020.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 20-30

BEING a 2.964 acre tract in the John Little League Survey, Abstract No. 761, and being a part of Lot 1, Block 1, Club Hill Square, an addition to the City of Garland, Dallas County, Texas, and being a tract of land conveyed to A & H Real Properties, as recorded in Volume 95078, Page 2366, Deed Records Dallas County Texas and being more particularly described as follows:

BEGINNING at a 5/8" capped iron rod found for the northwest corner of said Lot 1, Block 1, also being the south right-of-way line of Colonel Drive;

THENCE North 45°08'17" East, 204.45 feet;

THENCE South 44°53'03" East, 424.38 feet;

THENCE South 45°26'14" West, 360.31 feet to the southernmost corner of said Lot 1, Block 1, also being the east right-of-way line of Broadway Boulevard;

THENCE North 44°51'43" West, 272.50 feet;

THENCE North 45°08'17" East, 155.69 feet;

ZONING FILE NUMBER Z 20-30

THENCE North $44^{\circ}51'43''$ West, 150.00 feet to the POINT OF BEGINNING and containing 129,112 square feet, or 2.964 acres of land.

EXHIBIT A

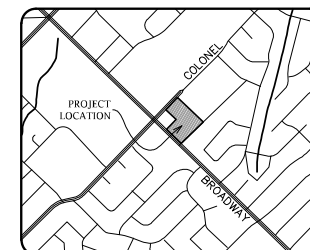
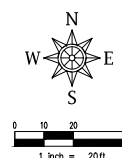
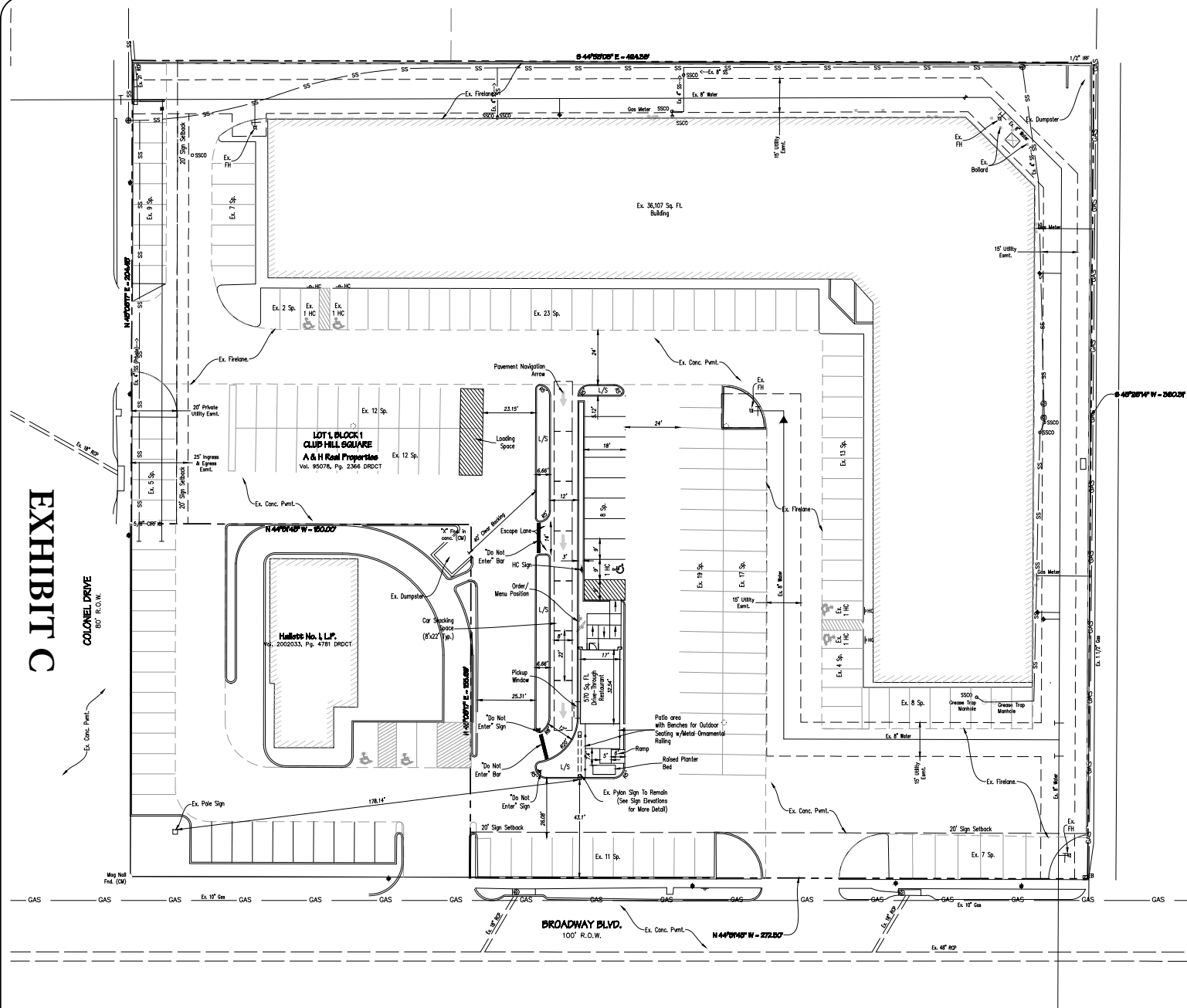
EXHIBIT B

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 20-30

3414 Broadway Boulevard

- I. Statement of Purpose:** The purpose of this Planned Development (PD) District is to increase the sign area and to legally establish the existing height of the pylon sign.
- 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 Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- Detail Plan: Development shall conform to the Site Plan and Sign Elevation set forth in Exhibit C and D; however, in the event of conflict between the Detail Plan and the written conditions contained in this ordinance, the written conditions shall control.
- V. Specific Conditions:**
- A. Pylon Sign: The pylon sign shall be in conformance with Exhibit C and Exhibit D.
- B. Sign Surface Area: The maximum surface area shall be 364 square feet.
- C. Height: The maximum height of the pylon sign shall be thirty-nine (39) feet and three and a half (3.5) inches tall.
- D. Programmable Signs (Electronic): The pylon sign shall not be converted to an electronic programmable sign.

COLONEL DRIVE
80' R.O.W.

LOCATION MAP

LEGEND

- | | |
|---|--------------------------|
|  | Curb & Gutter |
|  | Ex. Striping |
|  | Ex. Firelane |
|  | Ex. Fire Hydrant |
|  | Ex. Light Pole |
|  | Landscape Area |
|  | Metal Ornamental Railing |

SYNOPSIS

Zoning	CR (Community Retail)
Total Lot Area	2.964 Ac./129,112 Sq. Ft.
Existing Building Area	36,677 Sq. Ft.
Floor Area Ratio	0.284:1
Building Height	1-Story
Impervious Area	125,665 Sq. Ft. => 97.33%
Overall Parking Required	158 Spaces
Overall Parking Provided	162 Spaces (Incl. 5 HC)

Case No. 200813-3
File No. Z20-30
PD SITE PLAN

SCOOTER'S - COUNTRY CLUB

LOT 1, BLOCK 1
CLUB HILL SQUARE
JOHN LITTLE LEAGUE SURVEY, ABSTRACT No. 761
IN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS
2.964 Acres / 129,112 Sq. Ft.
Current Zoning: CR (Community Retail)

OWNER
A & H Real Properties LTD
PO Box 851253
Richardson, TX 75085
Telephone: (972) 422-7666

APPLICANT
ARC Holdings, LLC
3615 Summit Plaza Dr., Ste. 109
Bellevue, NE 68123
Telephone: (402) 319-7848
Contact: Adam Cokerill

ENGINEER / SURVEYOR
Sparks Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
APE No. F-2121 / TBPLS No. F-10043100
Contact: David Bond

REFURBISH/ADD CABINET(S) TO EXISTING D/F PYLON SIGN - **TOTAL PROPOSED SQUARE FOOTAGE = 363.99 sf**

SCOPE OF WORK:

PAINT EXISTING CABINET(S), RETAINERS PAINTED BLACK.

REPLACE PYLON SKIRT STRUCTURES - PAINTED BLACK.

COUNTRY CLUB SQUARE: FABRICATE AND INSTALL NEW RETRO-FIT FACES FOR EXISTING UPPER CABINET DISPLAY (AS NOTED).

REPLACE ILLUMINATION SYSTEM IN TENANT SIGN CABINET w/LEDs

SCOOTER'S: FABRICATE AND INSTALL NEW D/F CABINET DISPLAYS (AS NOTED), CABINETS ARE TO BE MOUNTED TO EXISTING DUAL PYLON STRUCTURE.

206 SQUARE FEET

NEW RETRO-FIT FACE(S)

MATERIAL:
FABRICATED FROM AN ANGLE FRAME WITH 5025 REFLEX BLUE COOLEY FLEXIBLE SIGN SUBSTRATE OVER FRAME.

GRAPHICS:
WHITE ERADICATED FROM BACKGROUND.

INSTALLATION:
FACE IS TO BE MOUNTED INSIDE EXISTING CABINET USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

108.94 SQUARE FEET

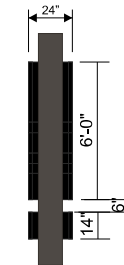
REPLACE ILLUMINATION SYSTEM - QTY 12 - 96" BULBS REPLACED w/LEDs

41.04 SQUARE FEET

8.01 SQUARE FEET

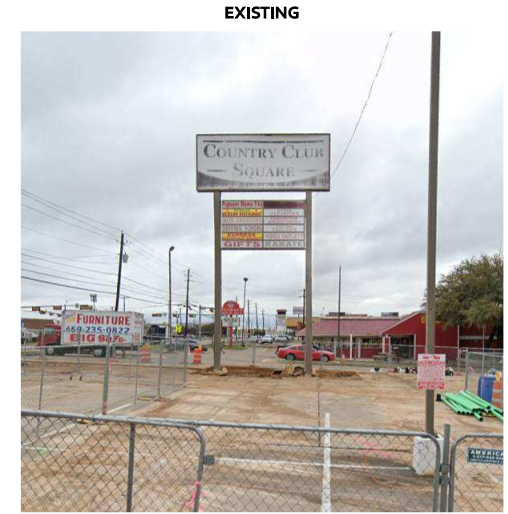
NOTE:
RETAINERS ARE TO BE DUAL COLOR, WHITE ON FACE AND BLACK ON THE RETURN SIDES.

SCOOTER'S CABINETS SIDE VIEW



3M Series 230
LT. TOMATO RED
230-43

3M Series 230
Black
230-22



PROPOSED



1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 fax

This design and all material appearing hereon constitute the original unpublished work of Omaha Neon Sign Co., Inc. and may not be duplicated, used or disclosed with written consent.

DRAWING # : 125641
PROJECT ID: 23124

SALES PERSON: Andye Nelson

DRAWN BY: wes stephens



3414 Broadway Blvd.
Garland, TX 75043

Date: 10.13.20

Revised: 000000

NOTICE:

ALL GRAPHIC REPRODUCTIONS ARE SUBJECT TO APPROVAL BY AUTHORIZED CLIENT, AS OF APPROVAL BY THE UNDERSIGNED AND DATED PRIOR TO ANY FABRICATION OF PRODUCT. OMAHA NEON SIGN COMPANY, INC. HOLDS ALL AGREEMENTS FINAL AND TO CLIENT APPROVAL.

Signed _____ Date _____
Sales Rep. _____ Date _____

This sign is intended to be installed in accordance with the requirements of Article 650 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

4.

Meeting Date: 12/15/2020

Item Title: Amendment to Chapter 52 "Environmental Waste Services" to Add Penalty for Noncompliance With Commercial Franchise Agreement

Submitted By: Uriel Villalpando, EWS Director

Summary of Request/Problem

Consider whether to amend Chapter 52 "Environmental Waste Services" of the Code of Ordinances in order to provide a penalty for the collection of commercial waste without first entering a franchise agreement and to add enforcement actions for noncompliance.

This item was discussed at the November 9, 2020 Work Session.

Recommendation/Action Requested and Justification

Approve an ordinance that amends Chapter 52 "Environmental Waste Services" of the Code of Ordinances to implement a penalty and initiate enforcement actions for noncompliance with commercial franchise agreement.

Attachments

Wastehauler Franchise Ordinance With Proposed Changes

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 52, "ENVIRONMENTAL WASTE SERVICES", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; REPEALING SECTION 52.27; ADDING SECTION 52.39 PROHIBITING COLLECTION OF COMMERCIAL WASTE WITHOUT A FRANCHISE; ADDING SECTION 52.40 ASSIGNING FRANCHISE ADMINISTRATION DUTIES; ADDING SECTION 52.41 REGARDING THE GRANTING OF NON-EXCLUSIVE FRANCHISES; ADDING SECTION 52.42 PROVIDING FOR A FRANCHISE FEE OF FIVE PERCENT OF THE OPERATOR'S GROSS REVENUES; ADDING SECTION 52.43 PROVIDING A PENALTY; PROVIDING THAT A VIOLATION SUBJECTS THE PERSON TO AUDIT AND IS A MISDEMEANOR PUNISHABLE BY A FINE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Sec. 52.27 of Chapter 52, "ENVIRONMENTAL WASTE SERVICES", of the Code of Ordinances of the City of Garland, Texas, is hereby repealed.

Sec. 52.27 [Repealed]

Section 2

That Sec. 52.39 of Chapter 52, "ENVIRONMENTAL WASTE SERVICES", of the Code of Ordinances of the City of Garland, Texas, is hereby added as follows:

Sec. 52.39 Collection by persons other than City, franchise agreement required

It shall be unlawful for any person to engage in the collection of solid waste, landscape waste, bulky waste, or recycle materials within the City without first entering into a franchise agreement with the City for that purpose.

Section 3

That Sec. 52.40 of Chapter 52, "ENVIRONMENTAL WASTE SERVICES", of the Code of Ordinances of the City of Garland, Texas, is hereby added as follows:

Sec. 52.40 Franchise Administration

Any franchise granted pursuant to this article shall be administered by the Managing Director or his designee, upon such application and rules as the Managing Director may establish, including standards for performance. Such standards for performance may include, but are not necessarily restricted to, the type of vehicle to be used in collection, number of pickups per week required, method and route for transporting said collection, appropriate disposal locations, and identification of vehicles.

Section 4

That Sec. 52.41 of Chapter 52, "ENVIRONMENTAL WASTE SERVICES", of the Code of Ordinances of the City of Garland, Texas, is hereby added as follows:

Sec. 52.41 Granting of Franchise

- (A) After receiving a complete application, the Managing Director may make such investigation as he considers necessary to determine whether the applicant meets the requirements of law and of this Chapter.
- (B) The Managing Director may require the applicant to furnish additional information to assist the Managing Director in his determination.
- (C) After the Managing Director determines whether the applicant meets the requirements of the law and this Chapter, the Managing Director shall either grant or deny the franchise application.
- (D) Each applicant whose franchise application is granted shall enter into a franchise agreement approved by the Managing Director. The franchise agreement shall incorporate the terms of this section and shall address at a minimum the following terms and conditions, which shall be as consistent as practicable between franchises:
 - (1) Definition of gross revenues;
 - (2) Statement that the franchise is not exclusive;
 - (3) Amount and time of payment to the City, including right of the City to inspect the franchisee's records to determine compliance and provision for a late penalty;
 - (4) Requirements for record keeping;

- (5) Requirements for release, indemnification and insurance;
 - (6) Provisions for default and termination, including the opportunity to cure;
 - (7) Payment of liquidated damages to the City;
 - (8) Prohibition against assignment of franchise without consent of the City; and
 - (9) Such other miscellaneous terms and conditions that the Managing Director determines to be necessary, appropriate and consistent with terms and conditions in other city franchises.
- (E) The City shall not grant or renew a franchise unless the Managing Director finds and determines that the public convenience will be served by the issuance of a franchise. The burden of proof shall be upon the applicant to establish by clear and convincing evidence that the public convenience will be served by the granting or renewal of a refuse collection franchise.
- (F) All franchises issued pursuant to the provisions of this section shall be revocable by the Managing Director for good cause as defined in the terms and conditions of the franchise agreement. The Managing Director's revocation of a franchise is appealable to the City Manager or his designee.

Section 5

That Sec. 52.42 of Chapter 52, "ENVIRONMENTAL WASTE SERVICES", of the Code of Ordinances of the City of Garland, Texas, is hereby added as follows:

Sec. 52.42 Franchise Fee

- (A) Any franchise granted pursuant to this chapter shall provide that the commercial solid waste operator shall be liable for an annual franchise fee equal to five percent (5%) of the operator's gross revenues from the collection, hauling, or transporting of solid waste, landscape waste, bulky waste, or recycle materials within the City. The franchise fee shall be payable quarterly, within thirty (30) days of the close of the calendar quarter for which the quarterly payment is calculated. The initial quarterly payment shall cover the period beginning as of the

effective date of the franchise. Any necessary prorations shall be allowed. The operator shall reflect the franchise fee as a separate line item on the invoice from the operator to the customer.

- (B) Franchise fees received more than thirty (30) days after the close of the calendar quarter for which the quarterly payment is calculated are deemed delinquent. Delinquent franchise fees shall be subject to interest at the rate of twelve percent (12%) per annum until the delinquent franchise fees are paid in full. In addition, delinquent franchise fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the delinquent franchise fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged exceed the maximum rate allowed by law.

Section 6

That Sec. 52.43 of Chapter 52, "ENVIRONMENTAL WASTE SERVICES", of the Code of Ordinances of the City of Garland, Texas, is hereby added as follows:

Sec. 52.43 Penalty

- (A) Without limitation of other remedies available to the City, persons operating in violation of the terms of this chapter shall be subject to an audit by the City and liable to the City for all fees authorized under this chapter dating to the inception of such violation.
- (B) Any person who violates any provision of sections 52.39 through 52.43 of this Code of Ordinances shall be guilty of an offense and upon conviction thereof, shall be punished by a fine of not less than \$150.00 nor more than \$500.00 for each violation.

Section 7

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

Section 8

That Chapter 52, "ENVIRONMENTAL WASTE SERVICES", of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 9

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 10

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

PASSED AND APPROVED this the _____ day of _____, 2020.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

5.

Meeting Date: 12/15/2020

Item Title: Amend Authorized TexPool Representatives

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

Each entity that participates in the TexPool investment pool must appoint authorized representatives. Only authorized representatives have the ability to conduct transactions with TexPool and inquire on TexPool transactions. For security purposes, TexPool requires the governing body approve a resolution to amend existing authorized representatives. Due to staff changes, the Financial Services Department is requesting that authorized representatives to TexPool be amended.

Recommendation/Action Requested and Justification

Approve resolution amending the authorized TexPool Representatives.

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION AMENDING THE CITY'S AUTHORIZED REPRESENTATIVES FOR PURPOSES OF PARTICIPATION IN THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL; DESIGNATING A PERSON WITH PRIMARY RESPONSIBILITY; PROVIDING AN ADDITIONAL BUT LIMITED REPRESENTATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garland, Texas is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City of Garland, Texas to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, TexPool and Texpool Prime are public funds investment pools overseen by the Texas Comptroller of Public Accounts and managed conservatively to provide a safe, efficient, and liquid investment alternative to Texas governments;

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

Section 1

The individuals whose signatures appear in this Resolution are hereby declared to be authorized representatives of the City of Garland, Texas (each an "Authorized Representative") and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime, to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds on behalf of the City.

An Authorized Representative may be deleted and deauthorized by a written instrument signed by two remaining Authorized Representatives if the deleted Authorized Representative (1) is assigned job duties that no longer require access to the City's TexPool/TexPool Prime account, or (2) is no longer employed by the City; and

1. Name: Matt Watson
Title: Managing Director
Phone/Fax: (972) 205-2355 / (972) 205-2810
Email: mwatson@garlandtx.gov

Signature

2. Name: Kathryn Ritchie
Title: Controller
Phone/Fax: (972) 205-2367 / (972) 205-2810
Email: kritchie@garlandtx.gov

Signature

3. Name: Don Daugherty
Title: Financial Services
Coordinator
Phone/Fax: (972) 205-2334 / (972) 205-2810
Email: ddaugherty@garlandtx.gov

Signature

Section 2

That Matt Watson will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the agreement(s) that governs the City's participation in Texpool/Texpool Prime.

Section 3

That the following person is designated an additional Authorized Representative only to make inquiries of selected information and may not perform transactions.

1. Name: John Corley
Title: Sr. Accountant
Phone/Fax: (972) 205-2352 / (972) 205-2810
Email: jcorley@garlandtx.gov

Section 4

That this Resolution and its authorization shall remain in full force and effect until amended or revoked by the City of Garland, Texas, and until TexPool Participant Services receives a copy of any such amendment or revocation.

Section 5

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

PASSED AND APPROVED this the 15th day of December, 2020.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

6.

Meeting Date: 12/15/2020

Item Title: Project Supplemental Agreement with Dallas County for Holford Road (Segment A) from PGBT to the North Dallas County Line

Submitted By: Michael Polocek, Engineering Director

Summary of Request/Problem

In 2012 the City executed a Master Agreement with Dallas County that provides general terms regarding funding availability, agency responsibilities, etc., for “partnering” on eligible Transportation Improvements on roads inside Dallas County. The Master Agreement is the contractual agreement for eventual specific projects. A Project Specific Agreement (PSA) is then required to finalize specific costs and project management. Generally, Dallas County provides a 50% share of all eligible paving and drainage costs.

The successful 2019 Bond Referendum includes funding for Holford Road (Segment A) from the PGBT to Creekwood Drive.

The PSA establishes a total cost of the project to be \$9,500,000.00. The PSA also establishes fiduciary commitment of both the City and Dallas County being 50% or \$4,750,000.00 each.

The final commitment amounts are:

Dallas County	\$4,750,000.00 (50%)
City of Garland	\$4,750,000.00 (50%)

Recommendation/Action Requested and Justification

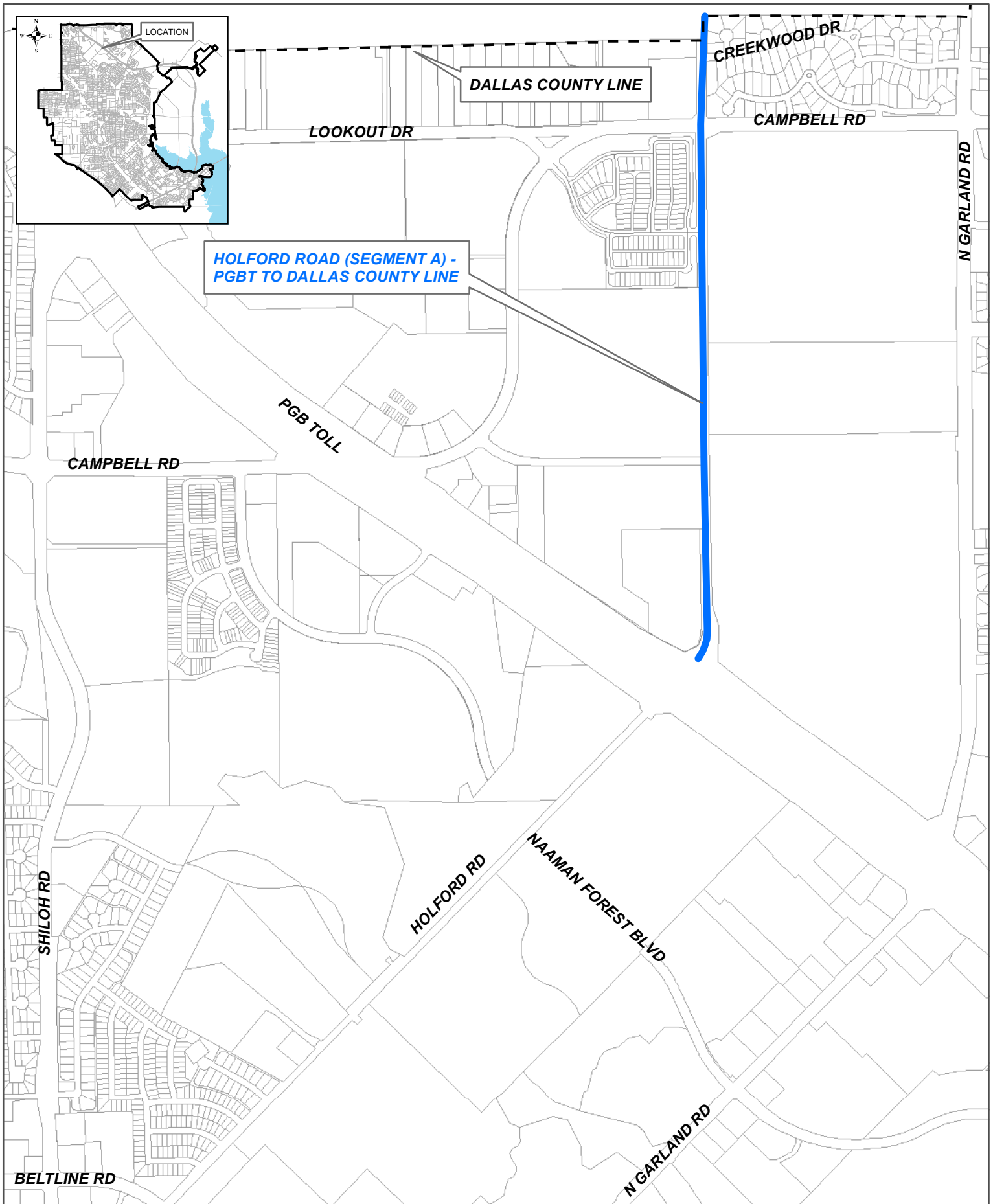
Approve a resolution authorizing the City Manager to execute the PSA with Dallas County for the Holford Road (Segment A) from PGBT to the North Dallas County Line project.

Attachments

Location Map

PSA with Dallas County

PSA Dallas County Project Segment A



**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS**

This Project Specific Agreement hereinafter called "PSA" to the Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement") is made by and between the City of Garland, Texas, hereinafter "City", and the County of Dallas, Texas, hereinafter "County", acting by and through its duly authorized officials, for the purpose of transportation improvements on the Holford Road (Segment A), from SH 190 (President George Bush Turnpike aka PGBT) to the County line, MCIP Project 22017, Road & Bridge District #2 in the City of Garland, Texas, hereinafter called "Project".

WHEREAS, the City has requested that it be designated as the Lead Agency for the project and will provide the Project Manager; and

WHEREAS, City and County entered into a Master Agreement on October 23, 2012, by Commissioners Court Order 2012-1795, for the purpose of transportation improvements on roads inside Dallas County; and

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

NOW THEREFORE THIS PSA is made by and entered into by the City and the County for the mutual consideration stated herein.

Witnesseth

Article I.

Project Specific Agreement

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II.

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2012-1795 dated October 23, 2012, and additions thereto as incorporated herein by reference.
2. Project Scoping Sheets, which are attached hereto and incorporated herein by reference as Attachment "A."
3. Current Cost Estimates and Funding Sources, which are attached hereto and incorporated herein by reference as Attachment "B."

Article III.

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.

Project Description

This PSA is entered into by the parties for MCIP eligible public transportation infrastructure improvements within the City of Garland. The Project is defined as transportation improvements on Holford Road (Segment A) from SH 190 (PGBT) to the County Line, MCIP Project 22017, as more specifically described in Attachment "A," Project Scoping Sheets, which show the proposed paving and drainage improvements to occur on the Project. This project will facilitate the movement of public transportation to benefit both the City and County. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V.

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, as its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI.

Agreements

County and City Responsibilities

1. City will be the Lead Agency for the Project.
2. City and County mutually agree that the Project limits are Holford Road from SH 190 (PGBT) to the County line.
3. The agreed upon Standard Basic Project Design for the project is as defined in the Project Scoping Sheets, Attachment "A". Such design shall be the Standard Basic Project Design for the Project and specifically does not include Road or Street Amenity; Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation

or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.

4. County and City shall execute the necessary agreements for the completion of the Project mutually agreed upon and incorporated herein by this PSA.
5. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B".
6. The Project may require the acquisition of transportation right-of-way which is, specifically, all real property needed or convenient for transportation and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by the City and the County. Such right-of-way acquisition shall be the responsibility of the City. All property acquired shall be free and clear of all encroachments. The City shall coordinate any necessary City-owned utility adjustments for construction of the Project.
7. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
8. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail via certified mail with return receipt requested.
9. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

Article VII.

City Responsibilities

1. City will provide project management of the Project from commencement of planning to completion of construction. City will execute the necessary agreements for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA.
2. City will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement.
3. City shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
4. This PSA is City approval of the preferred alignment and the proposed estimated budget.
5. City shall use the total funding committed by City and County solely for the purpose of eligible Project costs.

6. City agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. City further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all City, State and Federal law.
7. City shall execute the necessary agreements for the acquisition of right-of-way and any utility relocation as required herein for construction of the Project.
8. City shall work to ensure design and construction is completed in a timely and effective manner.
9. City shall coordinate any necessary utility adjustments for construction of the Project.
10. City shall allow the County an opportunity to review and comment on the design plans, change orders and amendments.
11. City shall inform County of all Project activity and approvals.
12. City shall provide a final accounting of Project costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project costs.
13. City shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

Article VIII.

County Responsibilities

1. County agrees to participate in the City led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review plans, change orders and amendments.
3. The review of, comments to, and approval or acceptance of work performed by City, its contractors or subcontractors' work by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of City regarding its consultant, employees, subcontractors, agents and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

Article IX.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties, the total estimated cost for the design and construction aka the opinion of probable design and construction cost (OPDCC) of the Project is Nine Million, Five Hundred Thousand Dollars and no cents (\$9,500,000.00).
2. The County's total obligation to this Project is to provide funding in the amount not to exceed Four Million, Seven Hundred Fifty Thousand Dollars and no cents (\$4,750,000.00), reduced by all County in-house delivery costs (IHPD) estimated to be Thirty-Five Thousand Dollars and no cents (\$35,000.00).
3. Project costs may include all County project delivery costs including but not limited to preliminary scoping and research, design review, and construction.
4. The City will have a total obligation to this Project in the amount of Four Million, Seven Hundred Fifty Thousand Dollars and no cents (\$4,750,000.00).
5. City agrees, within thirty days notification by County, to encumber an amount adequate for the total estimated Project costs as determined prior to the commencement of the Project. The County will pay Project costs as invoiced by the City.

6. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed this amount, the City and County agree to amend the project's scope to remain within the current estimated not to exceed amount.

Article X.

Miscellaneous

1. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
2. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of City and County that any entity other than City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
3. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either City or County shall be in Dallas County, Texas.
4. Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, via certified mail, returned receipt requested, or via registered mail and addressed as follows:

To County: County of Dallas
Ms. Alberta L. Blair, P.E.
Director of Public Works
Dallas County Administration Building
411 Elm Street, Fourth Floor
Dallas County, Texas 75202-3389

To City: City of Garland
Michael C. Polocek, P.E.
Director of Engineering
P.O. Box 469002
Garland, Texas 75046-9002

Either party may change its address for notice by giving the other party notice thereof.

5. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
6. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

7. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
8. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
9. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
11. Entire Agreement. This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
12. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.
13. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
14. No Joint Enterprise/Venture. The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this PSA. No joint enterprise/venture exists between the parties.

The City of Garland, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, Dated the ____ day of _____, 2020 .

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2020.

(the remainder of this page intentionally left blank)

County of Dallas

City of Garland

Clay Lewis Jenkins, County Judge

Bryan L. Bradford, City Manager

Date

Date

Approved as to Form*:

Attest:

John Creuzot
District Attorney

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

City Secretary / Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC AGREEMENT WITH DALLAS COUNTY FOR TRANSPORTATION IMPROVEMENTS ON HOLFORD ROAD FROM SH 190 TO THE COUNTY LINE (PROJECT 22017), WITHIN THE CITY OF GARLAND, DALLAS COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Manager is hereby authorized to execute a Project Specific Agreement with Dallas County for transportation improvements on Holford Road from State Highway 190 to the Dallas County line (Project 22017), which is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2

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

PASSED AND APPROVED this the _____ of _____, 2020.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

7.

Meeting Date: 12/15/2020

Item Title: 2020 Homeland Security Grant Program Application Resolution

Submitted By: Mistie Gardner, Emergency Management Director

Summary of Request/Problem

At the December 14, 2020 Work Session, Council considered the 2020 HSGP Resolution identifying the Authorized Official and the 2020 Homeland Security Grant Program City of Garland submitted projects.

Recommendation/Action Requested and Justification

The Office of Emergency Management (OEM) staff recommends passing a resolution in support of the HSGP application to gain access to grant funding which will assist the City of Garland with acquiring funding to help support public safety. This funding will be used to purchase resources to support the Garland Police SWAT Team, Emergency Operations Center, and the Office of Emergency Management.

Attachments

2020 HSGP Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS FOR CERTAIN PUBLIC SAFETY, LAW ENFORCEMENT, AND HOMELAND SECURITY PROJECTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds it in the best interests of the citizens of Garland that the following projects be operated for the Fiscal Year of 2020 - 2021: 2020 Urban Area Security Initiative (UASI) which includes Law Enforcement Terrorism Prevention Activities (LETPA). 2020 UASI Garland Emergency Management Planning Sustainment, 2020 UASI LETPA Garland SWAT Negotiations Technology (LETPA), 2020 UASI Garland Emergency Operations Center Capability Enhancement; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City assures that the funds will be returned to the Office of the Governor in full;

WHEREAS, the City Council designates the Emergency Management Coordinator of the Garland Office of Emergency Management as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

Section 1

The City Council approves the submission of a grant application (whether one or more) for the following projects to the Office of the Governor: 2020 Urban Area Security Initiative (UASI) which includes Law Enforcement Terrorism Prevention Activities (LETPA). 2020 UASI Garland Emergency Management Planning Sustainment, 2020 UASI LETPA Garland SWAT Negotiations Technology (LETPA), 2020 UASI Garland Emergency Operations Center Capability Enhancement.

Section 2

The City Council hereby designates the Emergency Management Coordinator of the Garland Office of Emergency Management as the City's authorized official to act in all matters relating to the foregoing grant application(s) and that authorized official is

hereby given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

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 _____, 2020.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Grant Numbers:

2982306

3916402

4127001



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

8.

Meeting Date: 12/15/2020

Item Title: Project Supplemental Agreement with Dallas County for Holford Road (Segment B) from Naaman Forest Blvd to the PGBT

Submitted By: Michael Polocek, Engineering Director

Summary of Request/Problem

In 2012 the City executed a Master Agreement with Dallas County that provides general terms regarding funding availability, agency responsibilities, etc., for “partnering” on eligible Transportation Improvements on roads inside Dallas County. The Master Agreement is the contractual agreement for eventual specific projects. A (Project Specific Agreement) PSA is then required to finalize specific costs and project management. Generally, Dallas County provides a 50% share of all eligible paving and drainage costs.

The successful 2019 Bond Referendum includes funding for Holford Road (Segment A) from the PGBT to Creekwood Drive.

The PSA establishes a total cost of the project to be \$2,920,000.00. The PSA also establishes fiduciary commitment of both the City and Dallas County being 50% or \$1,460,000.00 each.

The final commitment share amounts are:

Dallas County	\$1,460,000.00 (50%)
City of Garland	\$1,460,000.00 (50%)

Recommendation/Action Requested and Justification

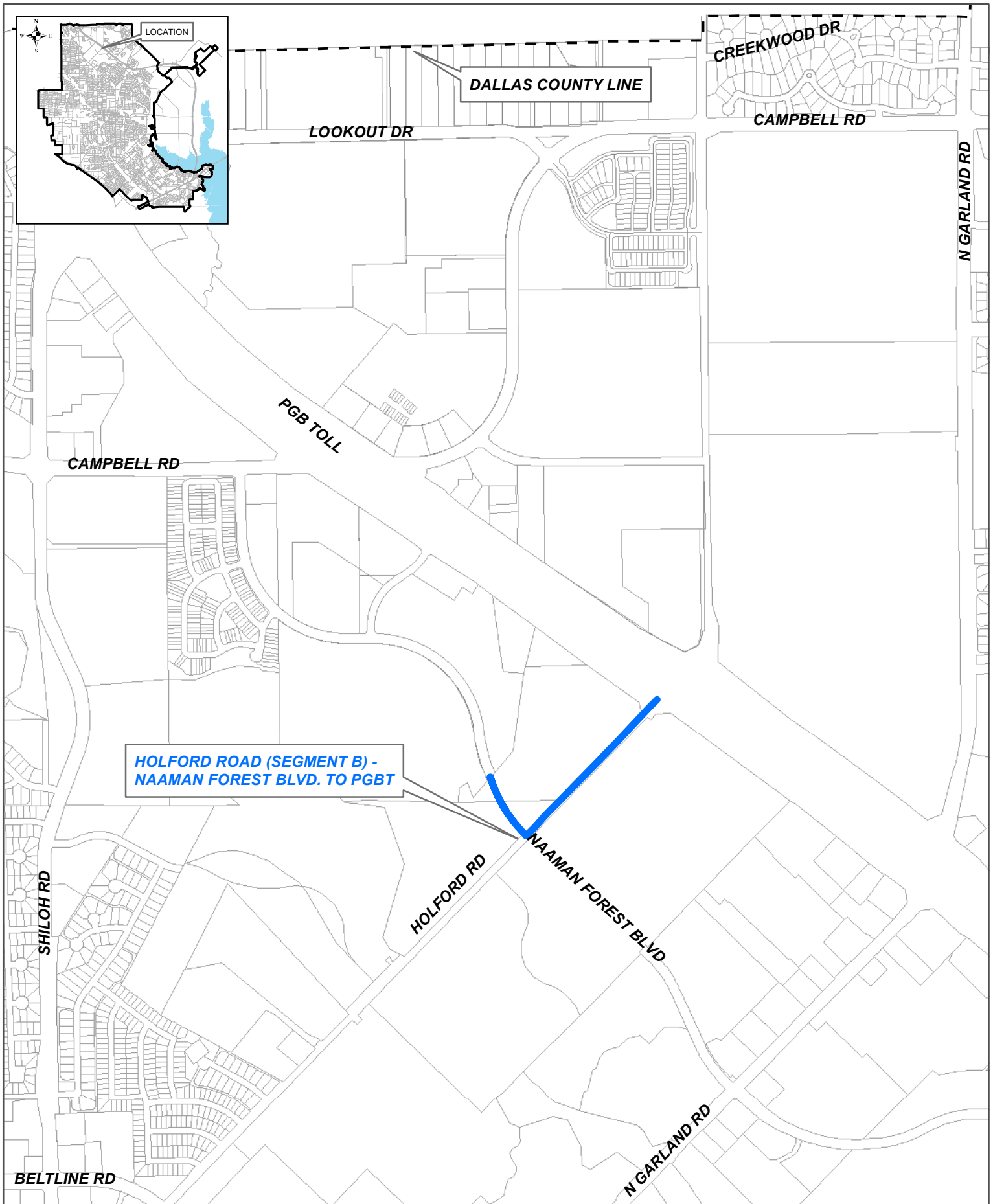
Approve a resolution authorizing the City Manager to execute the PFA with Dallas County for Holford Road (Segment B) from Naaman Forest Blvd to the PGBT project.

Attachments

Location Map

PSA with Dallas County

PSA Dallas County Project Segment B



**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS**

This Project Specific Agreement hereinafter called "PSA" to the Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement") is made by and between the City of Garland, Texas, hereinafter "City", and the County of Dallas, Texas, hereinafter "County", acting by and through its duly authorized officials, for the purpose of transportation improvements on the Holford Road (Segment B) from Naaman Forest Blvd to SH 190 (President George Bush Turnpike aka PGBT), MCIP Project 22018, Road & Bridge District #2 in the City of Garland, Texas, hereinafter called "Project".

WHEREAS, the City has requested that it be designated as the Lead Agency for the project and will provide the Project Manager; and

WHEREAS, City and County entered into a Master Agreement on October 23, 2012, by Commissioners Court Order 2012-1795, for the purpose of transportation improvements on roads inside Dallas County; and

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

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Article I.

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Term of Agreement

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Agreements

County and City Responsibilities

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2. City and County mutually agree that the Project limits are Holford Road from Naaman Forest Blvd to SH 190 (PGBT).
3. The agreed upon Standard Basic Project Design for the project is as defined in the Project Scoping Sheets, Attachment "A". Such design shall be the Standard Basic Project Design for the Project and specifically does not include Road or Street Amenities; Paving and Drainage

Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.

4. County and City shall execute the necessary agreements for the completion of the Project mutually agreed upon and incorporated herein by this PSA.
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6. The Project may require the acquisition of transportation right-of-way which is, specifically, all real property needed or convenient for transportation and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by the City and the County. Such right-of-way acquisition shall be the responsibility of the City. All property acquired shall be free and clear of all encroachments. The City shall coordinate any necessary City-owned utility adjustments for construction of the Project.
7. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
8. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail via certified mail with return receipt requested.
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Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties, the total estimated cost for the design and construction aka the opinion of probable design and construction cost (OPDCC) of the Project is Two Million, Nine Hundred Twenty Thousand Dollars and no cents (\$2,920,000.00).
2. The County's total obligation to this Project is to provide funding in the amount not to exceed One Million, Four Hundred Sixty Thousand Dollars and no cents (\$1,460,000.00), reduced by all County in-house delivery costs (IHPD) estimated to be Twenty Thousand Dollars and no cents (\$20,000.00).
3. Project costs may include all County project delivery costs including but not limited to preliminary scoping and research, design review, and construction.
4. The City will have a total obligation to this Project in the amount of One Million, Four Hundred Sixty Thousand Dollars and no cents (\$1,460,000.00).

5. City agrees, within thirty days' notification by County, to encumber an amount adequate for the total estimated Project costs as determined prior to the commencement of the Project. The County will pay Project costs as invoiced by the City.
6. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed this amount, the City and County agree to amend the project's scope to remain within the current estimated not to exceed amount.

Article X.

Miscellaneous

1. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
2. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of City and County that any entity other than City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
3. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either City or County shall be in Dallas County, Texas.
4. Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, via certified mail, returned receipt requested, or via registered mail and addressed as follows:

To County: County of Dallas
Ms. Alberta L. Blair, P.E.
Director of Public Works
Dallas County Administration Building
411 Elm Street, Fourth Floor
Dallas County, Texas 75202-3389

To City: City of Garland
Michael C. Polocek, P.E.
Director of Engineering
P.O. Box 469002
Garland, Texas 75046-9002

Either party may change its address for notice by giving the other party notice thereof.

5. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

6. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
7. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
8. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
9. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
11. Entire Agreement. This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
12. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.
13. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
14. No Joint Enterprise/Venture. The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this PSA. No joint enterprise/venture exists between the parties.

The City of Garland, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, Dated the ____ day of _____, 2020.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2020.

(the remainder of this page intentionally left blank)

County of Dallas

City of Garland

Clay Lewis Jenkins, County Judge

Bryan L. Bradford, City Manager

Date

Date

Approved as to Form*:

Attest:

John Creuzot
District Attorney

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

City Secretary / Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC AGREEMENT WITH DALLAS COUNTY FOR TRANSPORTATION IMPROVEMENTS ON HOLFORD ROAD FROM NAAMAN FOREST TO SH 190 (PROJECT 22018), WITHIN THE CITY OF GARLAND, DALLAS COUNTY AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Manager is hereby authorized to execute a Project Specific Agreement with Dallas County for transportation improvements on Holford Road from Naaman Forest Blvd. to State Highway 190 (Project 22018), which is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2

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

PASSED AND APPROVED this the _____ of _____, 2020.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

9.

Meeting Date: 12/15/2020

Item Title: Approval of CDBG-CV and ESG-CV Round 3 CARES Act Funding

Submitted By: Mona Woodard, Neighborhood Services Administrator

Summary of Request/Problem

Formal approval of the CDBG-CV and ESG-CV Round 3 CARES Act grant allocations. This item has been previously discussed by Council during the November 9th, and December 14th, Work Sessions. A Public Hearing was held on November 10, 2020 to obtain any comments on the distribution of funding.

Recommendation/Action Requested and Justification

Staff recommends approval of the CDBG-CV and ESG-CV Round 3 CARES Act grant allocations.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

10.

Meeting Date: 12/15/2020

Item Title: Neighborhood Vitality Matching Grant Fall 2020 Applications

Submitted By: Scott Bollinger, Neighborhood Resource Manager

Summary of Request/Problem

The City Council reviewed several Fall 2020 Neighborhood Vitality Matching Grant applications at the November 30 Work Session, and recommended approval.

Recommendation/Action Requested and Justification

Approve the applications as presented.

Attachments

2020 NVMG Fall Projects

FALL 2020 NEIGHBORHOOD VITALITY MATCHING GRANT PROJECTS

<u>Neighborhood</u>	<u>Project</u>	<u>Fund Request</u>	<u>Council District</u>
Wellington Run	Entryway Hardscaping	\$ 2,521.36	3
Charleston Commons	Common Area Enhancements	\$21,339.21	8
Chandler Heights	Community Space Enhancements	\$3,454.07	1
Travis College Hill Neighbors	Commemorative Sign Installation	\$5,500.00	1
Camelot Neighborhood Association	Median Enhancements	\$8,759.00	7
Pecan Grove	Art Installation	\$12,981.25	5



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

11.

Meeting Date: 12/15/2020

Item Title: Water and Wastewater Service Agreement with D.R. Horton, Dallas County
Municipal Utility District No. 4

Submitted By: Wes Kucera, Managing Director

Summary of Request/Problem

D.R. Horton owns approximately 263.444 acres of land adjacent to the corporate limits of the City of Garland, but within the City of Dallas' extra-territorial jurisdiction. D.R. Horton is seeking to develop the area primarily for residential housing, and has requested access to a supply of treated water and treatment of wastewater for the property. The Memorandum of Understanding provides the agreement, including developer obligations for the property, and the water and wastewater contracts offer the details of supplying each service. City Council considered this item at the November 19, 2020 Work Session.

Recommendation/Action Requested and Justification

Recommend City Council authorize the City Manager to execute the Contracts with D.R. Horton, Dallas County Municipal Utility District No. 4.

Attachments

MOU Garland - Fireside

Wastewater Contract

Water Contract

AGREEMENT REGARDING CYPRESS COVE DEVELOPMENT

This Agreement Regarding Extension of Water and Sewer Service ("Agreement") is made between the City of Garland, Texas ("City"), a home rule municipality, and D.R. Horton – Texas, Ltd., a Texas limited partnership ("Developer") (collectively, the "Parties") effective as of the date specified in Section 3 (the "Effective Date").

RECITALS:

WHEREAS, Garland is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas, with its corporate limits extending into portions of Dallas and Collin Counties, Texas; and

WHEREAS, Developer is a Texas limited partnership in the business of acquiring and developing real property for the purpose of constructing residential subdivisions and homes; and

WHEREAS, Developer owns approximately 263.444 acres of land located adjacent to the corporate limits of the City, but within the City of Dallas' extra-territorial jurisdiction and more particularly described in Exhibit "A-1" ("Property"); and

WHEREAS, Developer seeks to develop the Property primarily for residential housing and generally as shown on Exhibit "A-2"; and

WHEREAS, Developer is seeking access to a supply of treated water and facilities for the collection and treatment of wastewater for the Property, and has requested the City of Garland provide wholesale water and wastewater services to the Property; and

WHEREAS, on August 30, 2019, the Texas Commission on Environmental Quality ("TCEQ") created Dallas County Municipal Utility District No. 4 (the "MUD") to provide municipal services, including owning, operating, and maintaining a water distribution system and wastewater collection and transmission system to serve customers residing within the Property; and

WHEREAS, Developer applied to the TCEQ, Docket No. 2019-1474-MWD, seeking Permit No. WQ0015686001, which would allow Developer to build a wastewater treatment facility within the Property ("STP Permit") which the MUD could use to serve customers located within the Property; and

WHEREAS, the City owns, operates, and maintains facilities for the storage, treatment, and transmission of treated water, and has a supply of treated water it can supply for the full development of the Property; and

WHEREAS, the City owns, operates, and maintains facilities for the collection, storage, and treatment of wastewater, and has the capacity to accept the projected levels of wastewater from the full development of the Property; and

WHEREAS, the City has filed a formal request for a contested case hearing regarding Developer's STP Permit; and

WHEREAS, the City is willing to provide wholesale water supply and wastewater treatment service to the MUD for the full development of the Property, subject to, among other things, the Developer agreeing to develop and improve the Property in accordance with certain construction and development standards; and

WHEREAS, the City and Developer have agreed that the development will comply with Garland Development Standards for any multifamily construction in the Development; and

WHEREAS, prior to the City committing to providing wholesale water to the MUD, (i) the City must obtain the consent of the North Texas Municipal Water District ("NTMWD") to providing water to the Property because the Property is outside the City's ETJ, (ii) Developer must terminate its application for the STP Permit, and (iii) Developer must agree to certain development and construction standards related to the Property; and

WHEREAS, the City desires the right to review and approve certain aspects of the Development, as provided herein; and

WHEREAS, prior to Developer committing to such development and construction standards, the City and the MUD must enter into agreements for the provision of wholesale water to the Property and accept wastewater from the Property for treatment in City facilities; and

WHEREAS, the Parties desire to enter into this Agreement to provide the terms under which the City shall provide wholesale water supply and wastewater service for the full development of the Property and the Developer shall agree to certain construction and development standards for the development of the Property.

AGREEMENT

NOW, THEREFORE, pursuant to the covenants, conditions and undertakings hereinafter described, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:

1. Recitals. The foregoing recitals are (1) true and correct; (2) incorporated as part of this Agreement for all purposes; (3) evidence the intent of the Parties in entering into this Agreement; and (4) is to be used in interpreting this Agreement.

2. Developer obligations. Beginning the Effective Date and extending throughout the term of this Agreement, Developer shall develop and improve the Property as provided herein:

- a. Comply with all City construction and development standards which apply in its ETJ, unless such construction and development standards conflict with the standards of the City of Dallas, in which case the City of Dallas construction and development standards shall apply, unless construction or development

standards set forth herein conflict with the construction and development standards of the City of Garland or the City of Dallas, in which case the construction and development standards set forth in this document shall control;

b. City of Dallas water, sewer, drainage, street, and erosion control standards shall be used in the development;

c. Ensure that any single family residential development in the Property meets the following minimum requirements:

- (1) Streets shall have a 56' right of way, 37' of which shall be paved (including curb);
- (2) Blocks within the subdivision shall be no more than 1200' in length;
- (3) Streets ending in a cul-de-sac shall be no longer than 600';
- (4) The subdivision shall be screened from thoroughfares by a 6' masonry wall with canopy trees at 35' centers in a 15' buffer strip;
- (5) Individual lots shall contain a minimum of 6,600 square feet and
 - i. shall be no less than 60' wide (70' for corner lots and any lots adjacent to homes or lots along Crawfish Lane or Clamdigger Way),
 - ii. shall be at least 110' deep,
 - iii. shall have a front yard setback of at least 20',
 - iv. shall have a side yard setback of at least 5' (10' if the side yard is adjacent to a street)
 - v. shall have a rear yard setback of at least 10'
 - vi. contain at least 2 3" large canopy trees, as identified in the Garland Development Code, one of which must be placed in the front yard
- (6) No more than 55% of the lot shall be covered by improvements;
- (7) Houses in the Development shall
 - i. be at least 1,600 square feet in size
 - ii. be clad in at least 80% masonry materials as that term is defined in the current GDC
 - iii. have a front facing garage with the face to be flush with or behind the front façade of the house (alternatively, the garage may be in a J-drive orientation)
 - iv. have paneled garage doors with accent hardware
 - v. have a roof pitch of 6:12

- (8) At least 30% of houses shall have natural stone accents;
- (9) The front elevation of houses shall not be duplicated within 4 lots on the same side of the street or within 3 lots on the opposite side of the street;
- (10) All yards shall
 - i. be 100% turfed
 - ii. be fully irrigated
 - iii. contain a planting bed along the front of the house with a minimum of 10 1-gallon shrubs
- d. Developer agrees the City shall not be responsible for providing regular police, emergency medical and trash collection services to the Property.
- e. Developer has performed a traffic study to determine the development's impact to traffic on Bobtown Road, Lyons Road, and Zion Road (the "TIA"). Developer agrees to pay to the City a road impact fee equal to the City's road impact fee in effect as of June 1, 2020 (the "Road Impact Fees"). In the event City desires Developer to make improvements in Bobtown Road, Lyons Road or Zion Road, or other roads outside of the Property, recommended in the TIA. Developer shall construct such road improvements. Any monies spent on the requested road improvements shall be credited against the Road Impact Fees otherwise due; provided, however, in no event shall Developer be required to expend more on such road improvements than its projected Road Impact Fees for the full development of the Property.
- f. Developer shall develop at least thirty (30) acres of green space as walking trails with sidewalks and seating.
- g. The development shall have an amenity center containing at least a swim center with pool or splash pad, shade structures, bathrooms and playground.

3. Effective Date: This Agreement shall take effect on the date the following have occurred and the Developer and City have executed the Addendum attached hereto as Exhibit "D" acknowledging that the actions contemplated in (a) – (d) below have occurred and agreeing upon the Effective Date. Upon the Parties executing such Addendum, the City shall record this Agreement in the Real Property Records of Dallas County:

- a. City receiving approval from the NTMWD for the sale of wholesale water to the MUD for the full development of the Property;
- b. the negotiation and execution of an agreement between the City and the MUD by which the City shall provide water to the MUD for the full development of the Property. A current draft of such proposed agreement is attached as Exhibit "B"; and

c. the negotiation and execution of an agreement between the City and the MUD by which the City shall accept wastewater from the MUD for treatment at the City facilities for the full development of the Property. A current draft of such proposed agreement is attached as Exhibit "C"; and

d. Developer withdrawing its application to the TCEQ for the STP Permit.

4. Early Termination: In the event for any reason the Addendum has not been executed by the Parties and recorded in the Real Property Records of Dallas County, Texas, by December 31, 2020, this Agreement shall terminate and be of no effect.

5. Agreement running with the Property. Upon the conditions contained in Section 3 being satisfied, the Addendum being executed and this Agreement being recorded in the Real Property Records of Dallas County, Texas, the provisions contained in Section 2 shall run with the Property and be applicable to every subsequent owner of the Property.

6. Amendments and Modifications: This Agreement may be amended, supplemented or modified only by a written instrument duly executed by both Parties.

7. Assignment: Neither Party shall be permitted to assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party.

8. Breach and Remedies: No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure). In addition, no Party shall be in default under this Agreement if within the applicable reasonable cure period the Party to whom the default notice was given begins performance and thereafter uses its good faith efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law including, but not limited to, specific performance, injunctive relief, mandamus relief, and damages. The failure of any Party to insist, in one or more instances, upon performance by another Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

To the maximum extent allowed by law, the City has waived its immunity from suit solely for the purpose of Developer enforcing this Agreement.

9. Governing Law; Venue: This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflict of laws principles thereof. Venue for any dispute arising from this Agreement shall be in any district court of Dallas County, Texas.

10. Entire Agreement: This Agreement supersedes all prior communications and agreements, oral or written, between Developer and the City regarding the subject matter contemplated in this Agreement;

11. Counterparts: This Agreement may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means will for all purposes be treated as the equivalent of delivery of a manually executed counterpart of this Agreement.

12. No Partnership or Joint Venture: Each Party acknowledges and agrees that nothing herein is intended to, or shall be deemed to create a partnership or joint venture.

13. Parties in Interest: This Agreement shall be for the sole and exclusive benefit of the City and Developer and shall not be construed to confer any benefit or right upon any other party. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

14. Anti-boycott Verification. Pursuant to Section 2271.002 of the Texas Government Code, to the extent this Agreement is a contract for goods or services, Developer hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, subject to or as otherwise required by applicable Federal law, Developer agrees not to boycott Israel during the term of this Agreement. For purposes of this Section, "boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code. Developer understands "affiliate" as used in this Section to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

15. Prohibition on Contracts with Certain Companies. Developer and the person or persons executing this Agreement on behalf of Developer, or representing themselves as executing this Agreement on behalf of Developer (collectively, the "Signing Entities"), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet websites:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

16. No Waiver of Immunity or Defense. To the extent, if any, that this Agreement imposes an obligation on the City to make a payment or other expenditure of any sort, such payment or expenditure shall be payable solely from current revenues that are immediately available for such purposes, and no debt is or is intended to be created by reason of this Agreement. All obligations of the City under this Agreement are payable solely from the City's gross revenues

and no ad valorem tax revenue or other revenues of the City shall in any manner be pledged or be deemed to have been pledged to the payment of any amounts under this Agreement, nor shall any other Party have the right to demand payment of any amounts under this Agreement be paid from funds raised or to be raised from ad valorem taxation. The obligations under this Agreement shall never be construed to be a debt or pecuniary obligation of the City of such kind as to require the City to levy and collect ad valorem taxes to discharge its obligations and no obligation of the City to make a payment or other expenditure under this Agreement shall be payable through funds raised by taxation. The City has not created and is not required to create any sort of sinking fund to secure the obligations of payment or other expenditure under this Agreement. To the extent not otherwise covered in this Agreement, the City retains its governmental and sovereign immunities and its limitations of liability. The Parties agree that the City is entering into this Agreement in its governmental capacity and the subject and nature of this Agreement are governmental rather than proprietary. In any event, the procedures and limitations of Chapter 271, Texas Local Government Code apply.

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

18. Open Records Contracting Information. If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Texas Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Developer agrees that this Agreement may be terminated if Developer knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Developer agrees to comply with the requirements of Section 552.372, Texas Government Code, including Section 552.372(a)(3)(B), Texas Government Code.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

D.R. HORTON – TEXAS, LTD.,
a Texas limited partnership

CITY OF GARLAND, TEXAS

By: D.R. Horton, Inc., a Delaware
corporation

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2020, by _____, _____ of D.R. Horton, Inc., a Delaware corporation, Authorized Agent of D.R. Horton – Texas, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, _____, by _____ of the City of Garland, a _____, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT A-1
THE PROPERTY

DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS

LEGAL DESCRIPTION

BEING all that parcel of land located in the City of Dallas ETJ, being in Dallas County, Texas, a part of the Balis OC Pound Survey, Abstract No. 1143, a part of the B.O.C. Pound Survey, Abstract No. 1168, being a part of that called 326.422 acres tract of land described in a Special Warranty Deed to D.R. Horton-Texas, Ltd., recorded in Document No. 200503632072, Official Public Records of Dallas County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod found at the southeast corner of said 326.422 acre tract of land and said point being in the centerline of Barnes Bridge Road (a variable width right-of-way;

THENCE North 21 degrees 05 minutes 46 seconds East, 10.70 feet along the east line of said 326.422 acre tract of land to a point in the northerly line of the City of Dallas's city limit line and being the POINT OF BEGINNING of this tract of land;

THENCE along the northerly line of said City of Dallas's city limit line as follows:

North 89 degrees 47 minutes 53 seconds West, 1,274.59 feet to a point for corner;

North 89 degrees 26 minutes 30 seconds West, 56.76 feet to a point found in the west line of said 326.422 acre tract of land and being in the centerline of Bobtown Road (a variable width right-of-way);

THENCE along the west line of said 326.422 acre tract of land and along the centerline of Bobtown Road as follows:

North 01 degrees 35 minutes 31 seconds West, 55.19 feet to a one-half inch iron rod found for corner;

Northwesterly, 205.37 feet along a non-tangent curve to the left having a radius of 997.98 feet, a central angle of 11 degrees 47 minutes 27 seconds, a tangent of 103.05 feet, and whose chord bears North 05 degrees 22 minutes 21 seconds West, 205.01 feet to a one-half inch iron rod found for corner;

Northwesterly, 115.24 along a compound curve to the left having a radius of 938.20 feet, a central angle of 07 degrees 02 minutes 15 seconds, a tangent of 57.69 feet, and whose chord bears North 14 degrees 18 minutes 26 seconds West, 115.16 feet a point in the southerly line of the City of Garland's city limit line;

SHEET 1 OF 11

Drawing: H:\Projects\HCE200-Cypress Cove\Map\SURVEY\263.444 ac - Boundary Exhibit.dwg Saved By: abach

DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS

THENCE North 52 degrees 23 minutes 17 seconds East, 37.52 feet along the southerly line of the City of Garland's city limit line to a point for corner;

THENCE along the easterly line of the City of Garland's city limit line as follows:

Northwesterly, 43.67 feet along a non-tangent curve to the right having a radius of 984.93 feet, a central angle of 02 degrees 32 minutes 25 seconds, a tangent of 21.84 feet, and whose chord bears North 20 degrees 54 minutes 05 seconds West, 43.67 feet to a one-half inch iron rod found for corner;

North 22 degrees 10 minutes 18 seconds West, 166.66 feet to a point for corner;

Northwesterly, 358.40 feet along a tangent curve to the right having a radius of 924.30 feet, a central angle of 22 degrees 13 minutes 00 seconds, a tangent of 181.48, and whose chord bears North 11 degrees 03 minutes 48 seconds West, 356.16 feet to a point for corner;

North 00 degrees 02 minutes 42 seconds East, 1,651.80 feet to a point found in a southerly line of the City of Dallas's city limit line;

THENCE along the southerly line of the City of Dallas's city limit line as follows:

South 89 degrees 47 minutes 53 seconds East, 1,312.71 feet to a point for corner;

North 00 degrees 03 minutes 51 seconds East, 2,129.89 feet to a point for corner;

South 89 degrees 06 minutes 14 seconds East, 36.69 feet to a point for corner;

South 88 degrees 15 minutes 38 seconds East, 62.48 feet to a point for corner;

North 87 degrees 06 minutes 47 seconds East, 58.54 feet to a point for corner;

North 84 degrees 54 minutes 17 seconds East, 184.63 feet to a point for corner;

South 75 degrees 36 minutes 30 seconds East, 20.35 feet to a point for corner;

South 75 degrees 22 minutes 54 seconds East, 38.93 feet to a point for corner;

North 22 degrees 58 minutes 06 seconds East, 38.64 feet to a point for corner;

North 82 degrees 21 minutes 06 seconds East, 175.75 feet to a point for corner;

North 88 degrees 38 minutes 06 seconds East, 147.23 feet to a point for corner;

SHEET 2 OF 11

Drawing: H:\Projects\MOE298-Cypress Cove\dwg\SURVEY\263.444 ac - Boundary Data.dwg Saved By: abook

DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS

South 65 degrees 54 minutes 54 seconds East, 118.04 feet to a point for corner;
South 05 degrees 12 minutes 53 seconds East, 8.95 feet to a point for corner;
South 65 degrees 37 minutes 17 seconds East, 59.31 feet to a point for corner;
North 01 degrees 30 minutes 58 seconds West, 50.23 feet to a point for corner;
South 79 degrees 32 minutes 07 seconds East, 42.16 feet to a point for corner;
North 68 degrees 41 minutes 01 seconds East, 47.94 feet to a point for corner;
South 71 degrees 32 minutes 54 seconds East, 81.51 feet to a point for corner;
North 37 degrees 17 minutes 54 seconds East, 55.00 feet to a point for corner;
North 18 degrees 47 minutes 23 seconds West, 95.16 feet to a point for corner;
North 21 degrees 16 minutes 08 seconds East, 44.16 feet to a point for corner;
South 43 degrees 24 minutes 59 seconds East, 48.04 feet to a point for corner;
North 86 degrees 34 minutes 34 seconds East, 97.97 feet to a point for corner;
North 14 degrees 09 minutes 08 seconds West, 62.44 feet to a point for corner;
North 41 degrees 02 minutes 42 seconds East, 30.05 feet to a point for corner;
South 60 degrees 52 minutes 00 seconds East, 25.68 feet to a point for corner;
North 53 degrees 17 minutes 13 seconds East, 136.99 feet to a point for corner;
South 83 degrees 04 minutes 09 seconds East, 297.96 feet to a point for corner;
North 03 degrees 35 minutes 32 seconds East, 243.43 feet to a point for corner;
South 87 degrees 21 minutes 51 seconds East, 279.10 feet to point for corner;
South 01 degrees 45 minutes 28 seconds West, 279.69 feet to a point for corner;
South 82 degrees 00 minutes 36 seconds East, 317.63 feet to a point for corner;

SHEET 3 OF 11

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DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS

South 37 degrees 37 minutes 07 seconds East, 513.25 feet to a point for corner;

South 78 degrees 33 minutes 37 seconds East, 183.43 feet to a point found in the east line of said 326.422 acre tract of land and being in the west line of that tract of land conveyed to the City of Dallas recorded in Volume 67048, Page 649, Deed Records Dallas County, Texas;

THENCE along the east line of said 326.422 acre tract of land as follows:

South 41 degrees 47 minutes 13 seconds East, 405.66 feet to a concrete monument found for corner;

South 27 degrees 42 minutes 20 seconds East, 40.47 feet to a concrete monument found for corner;

South 00 degrees 28 minutes 25 seconds West, 408.96 feet to a point for corner;

South 46 degrees 07 minutes 49 seconds West, 1,273.54 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 11 degrees 40 minutes 40 seconds West, 278.55 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 11 degrees 41 minutes 07 seconds West, 95.45 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 10 degrees 33 minutes 03 seconds West, 44.77 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 65 degrees 51 minutes 45 seconds West, 36.23 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 65 degrees 57 minutes 13 seconds West, 654.22 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 66 degrees 06 minutes 48 seconds West, 293.77 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 65 degrees 52 minutes 04 seconds West, 209.91 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 21 degrees 04 minutes 05 seconds West, 538.06 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 21 degrees 10 minutes 36 seconds West, 285.82 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 21 degrees 05 minutes 20 seconds West, 365.34 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 20 degrees 59 minutes 37 seconds West, 311.73 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

SHEET 4 OF 11

Drawing: H:\Projects\MOE206-Cypress Cove\dwg\SURVEY\263.444 ac - Boundary Ed.dwg Saved by: cbsch

**DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS**

South 21 degrees 05 minutes 54 seconds West, 290.42 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 21 degrees 05 minutes 46 seconds West, 285.09 feet to the POINT OF BEGINNING and containing 11,475,640 square feet or 263.444 acres of land.

Bearings based on monuments found along the east line of that called 326.422 acre tract of land described in a Special Warranty Deed to D.R. Horton-Texas, Ltd., recorded in Document No. 200503632072, of the Official Public Records of Dallas County, Texas.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

E. S. BACAK

EDWARD SCOTT BACAK,
R.P.L.S. #6248
Dated: October 15, 2018

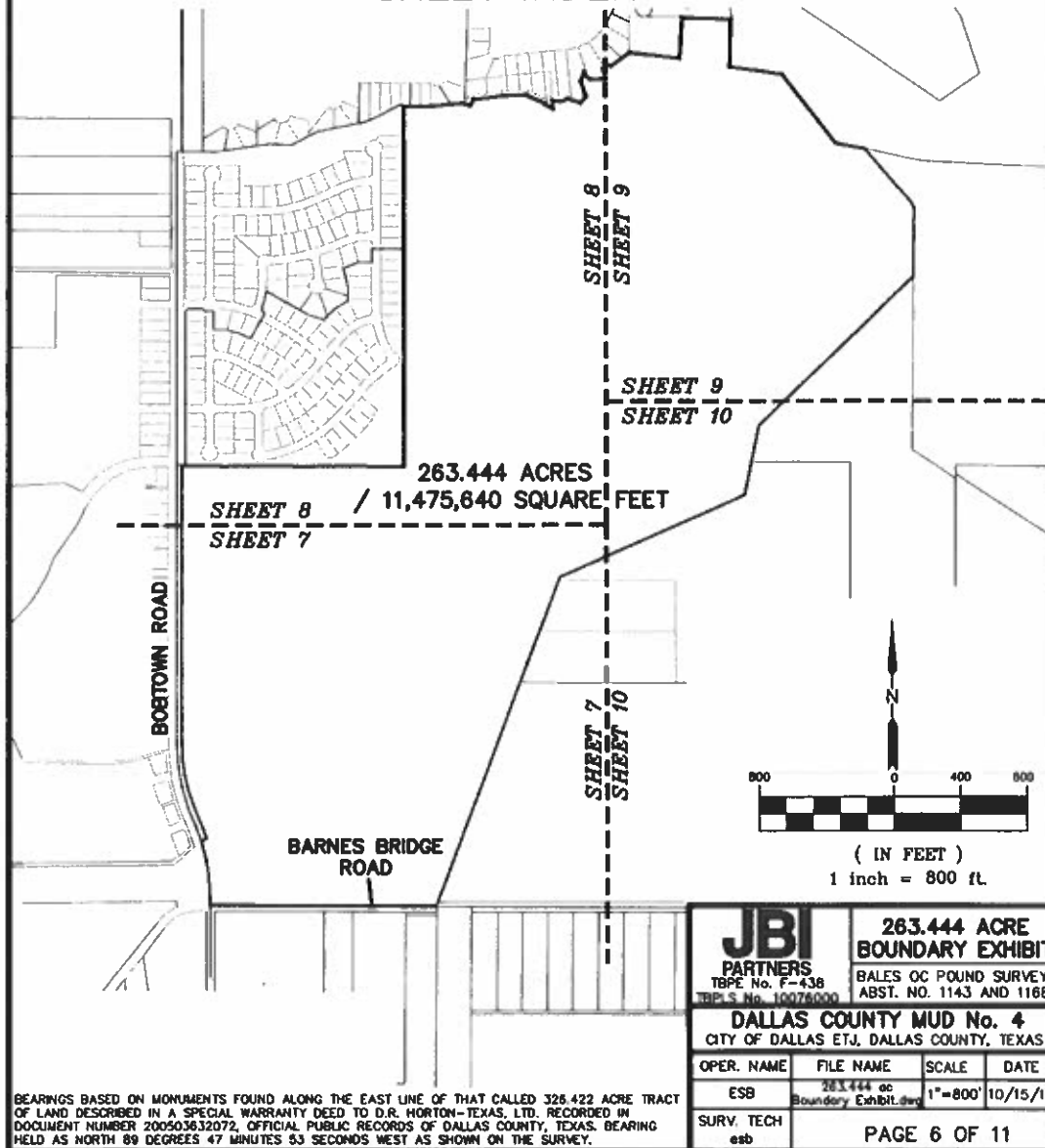


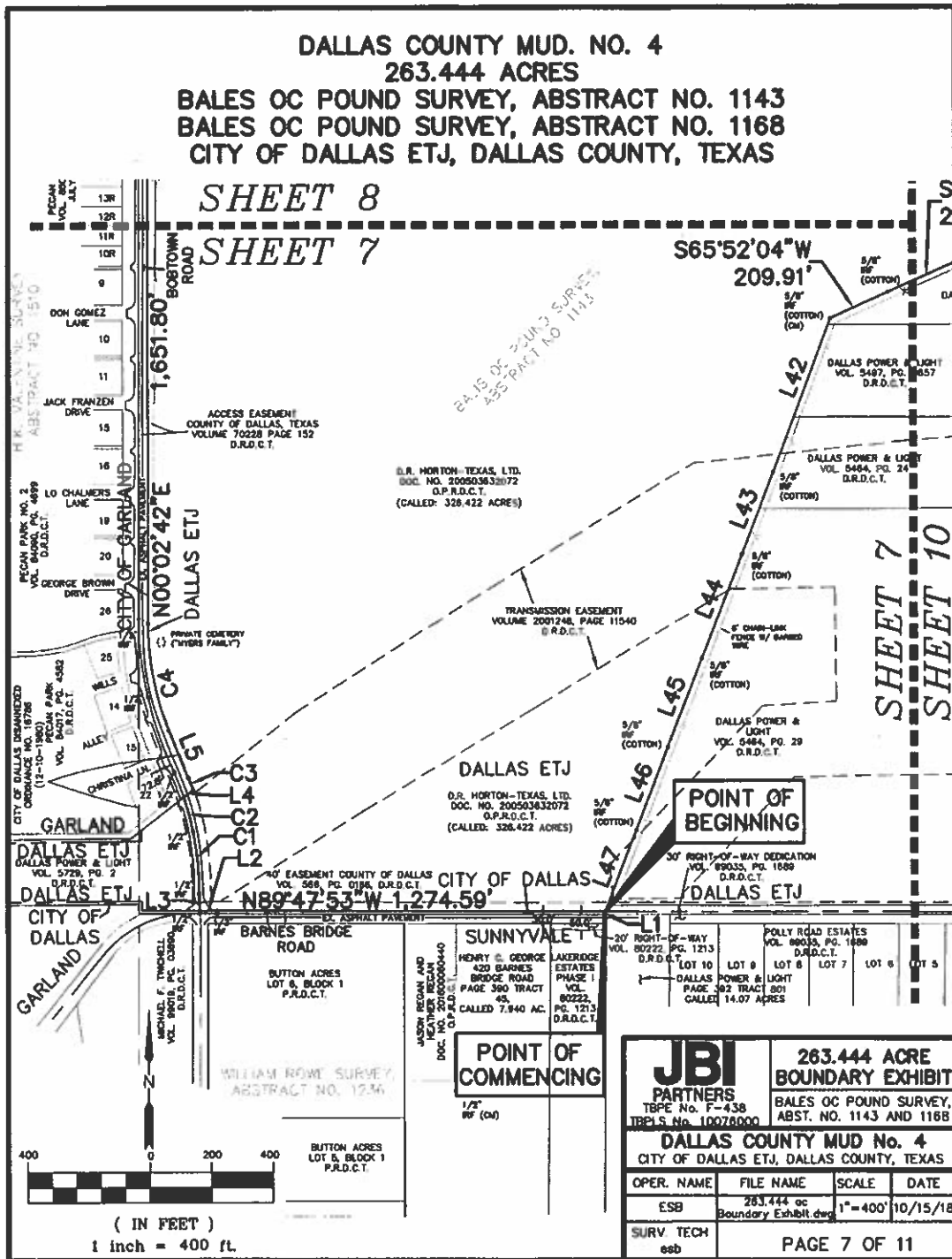
SHEET 5 OF 11

Drawing: H:\Projects\MOE286-Cypress Cove\dwg\SURVEY\263.444 ac - Boundary Exhibit.dwg Saved By: aboock

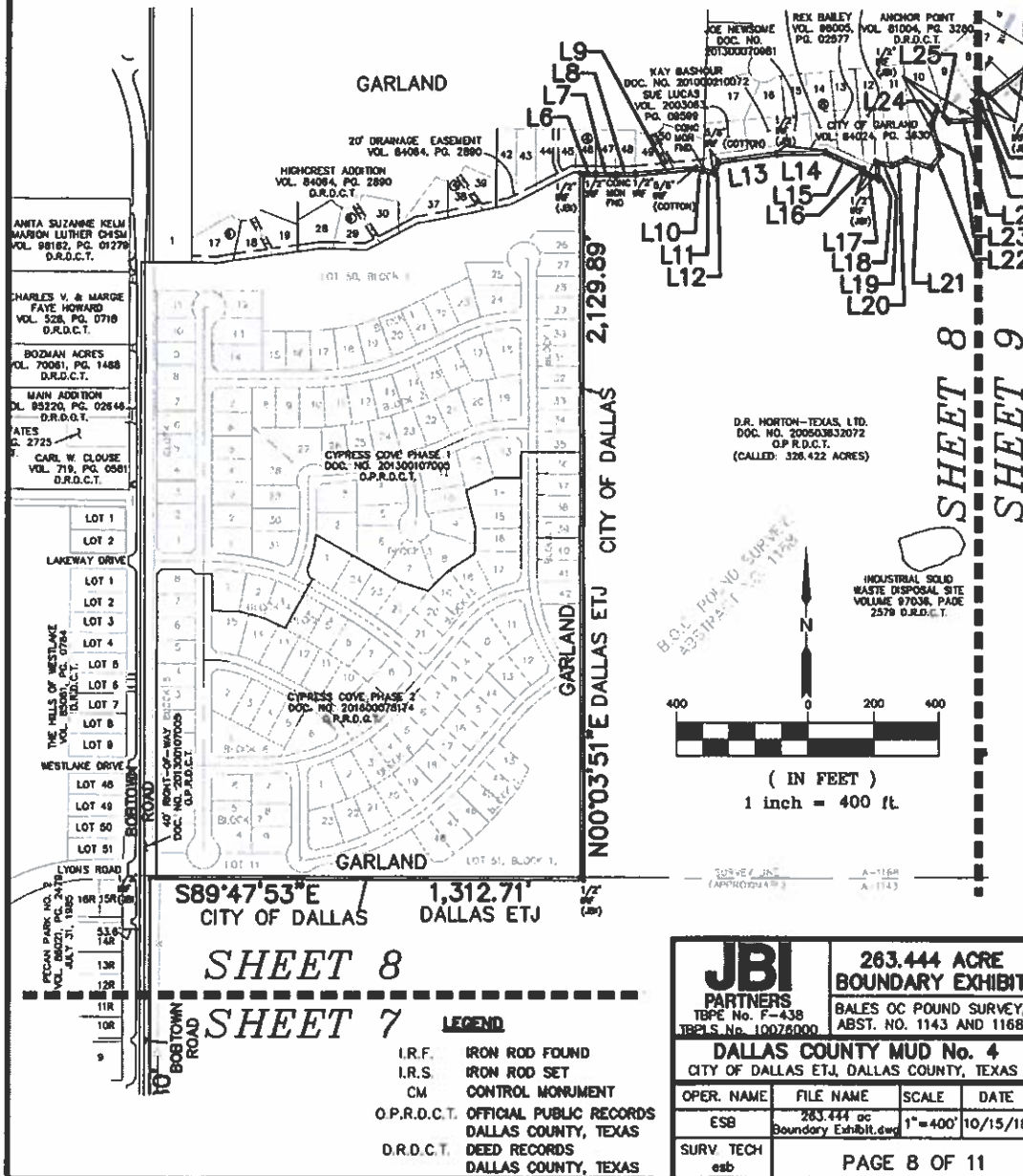
**DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS**

SHEET INDEX





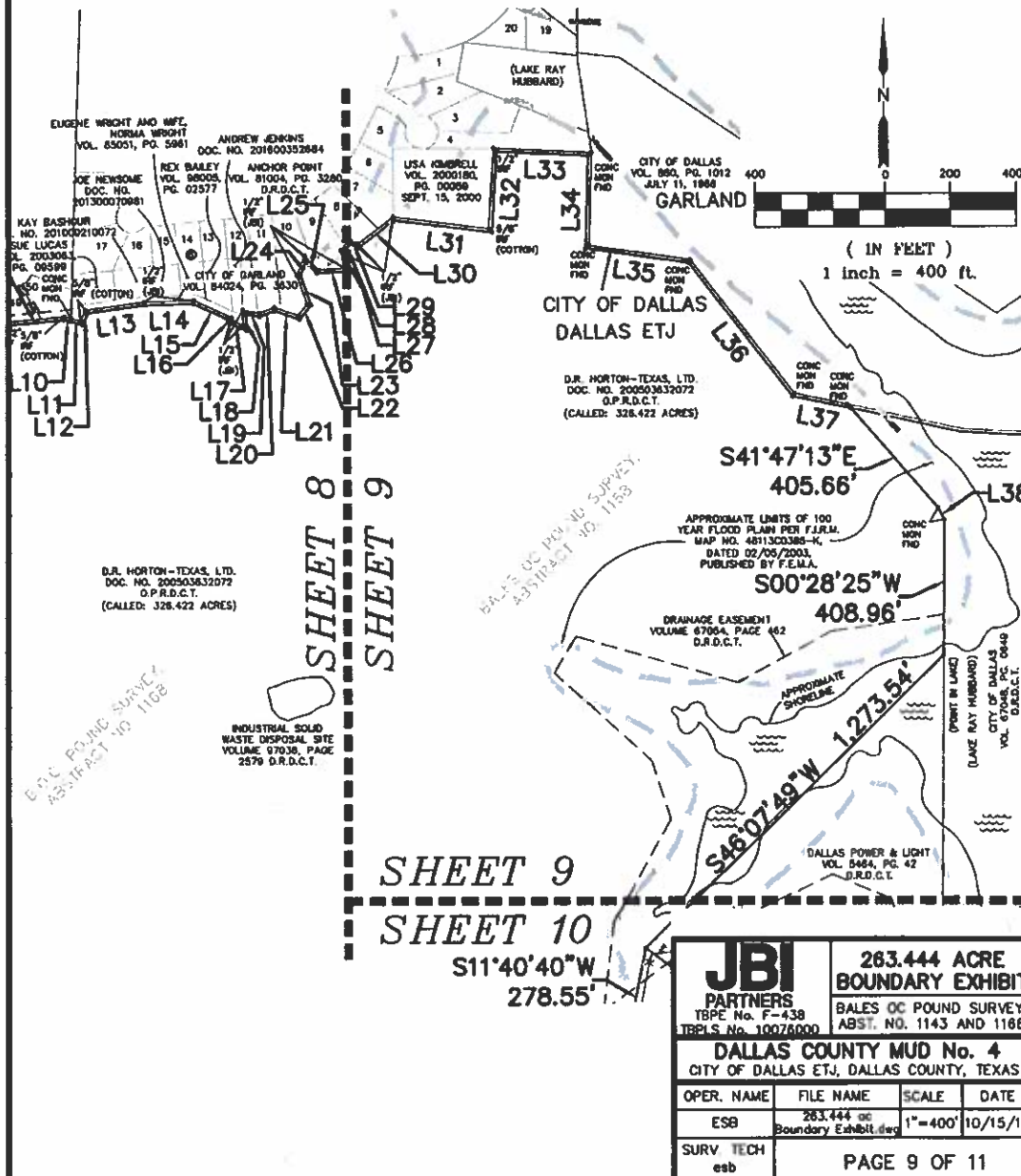
DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS



JB PARTNERS TYPE No. F-438 TRPLS No. 10076000		263.444 ACRE BOUNDARY EXHIBIT	
		BALES OC POUND SURVEY, ABST. NO. 1143 AND 1168	
DALLAS COUNTY MUD No. 4 CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS			
OPER. NAME	FILE NAME	SCALE	DATE
ESB	263.444 ac Boundary Exhibit.dwg	1"=400'	10/15/18
SURV. TECH	PAGE 8 OF 11		
est			

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**DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS**



JB		263.444 ACRE BOUNDARY EXHIBIT	
PARTNERS TBPE No. F-438 TRPLS No. 10076000		BALES OC POUND SURVEY, ABST. NO. 1143 AND 1168	
DALLAS COUNTY MUD No. 4 CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS			
OPER. NAME	FILE NAME	SCALE	DATE
ESB	263.444 ac Boundary Exhibit.dwg	1"=400'	10/15/18
SURV TECH esb		PAGE 9 OF 11	

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SHEET 9

SHEET 10

DALLAS POWER & LIGHT
VOL. 5466, PG. 42
D.R.D.C.T.

LAKE RAY HARBOR

S11°40'40"W
278.55'

5/8"
INCH
(COTTON)

D.R. HORTON-TEXAS, LTD.
DOC. NO. 200503632072
O.P.J.L.D.C.T.
(CALLED: 528.422 ACRES)

5/8"
INCH
(COTTON)

L39

L40

L41

S66°08'48"W
293.77'

S65°57'13"W
654.22'

5/8"
INCH
(COTTON)

DALLAS POWER & LIGHT
VOL. 596, PG. 0782
D.R.D.C.T.

DALLAS POWER & LIGHT
VOL. 5497, PG. 0657
D.R.D.C.T.

DALLAS POWER & LIGHT
VOL. 5484, PG. 24
D.R.D.C.T.

N

400 0 200 400

(IN FEET)
1 inch = 400 ft.

JBI PARTNERS T&PE No. F-438 TRPLS No. 10078000		263.444 ACRE BOUNDARY EXHIBIT	
		SALES OF POUND SURVEY ABST. NO. 1143 AND 1168	
DALLAS COUNTY MUD No. 4			
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS			
OPER. NAME	FILE NAME	SCALE	DATE
ESB	263.444 ac Boundary Exhibit.dwg	1"=400'	10/15/11
SURV. TECH esb		PAGE 10 OF 11	

DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS

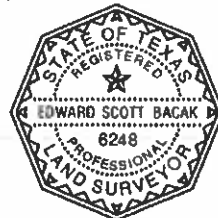
LINE TABLE		
NO.	BEARING	LENGTH
L1	N21°05'46"E	10.70'
L2	N89°28'30"W	56.76'
L3	N01°35'31"W	55.19'
L4	N52°23'17"E	37.52'
L5	N22°10'18"W	166.66'
L6	S89°06'14"E	36.69'
L7	S88°15'38"E	62.46'
L8	N87°06'47"E	58.54'
L9	N84°54'17"E	184.63'
L10	S75°36'30"E	20.35'
L11	S75°22'54"E	38.93'
L12	N22°58'06"E	38.64'
L13	N82°21'06"E	175.75'
L14	N88°38'06"E	147.23'
L15	S65°54'54"E	118.04'
L16	S05°12'53"E	8.95'
L17	S65°37'17"E	59.31'
L18	N01°30'58"W	50.23'
L19	S79°32'07"E	42.16'
L20	N68°41'01"E	47.94'

LINE TABLE		
NO.	BEARING	LENGTH
L21	S71°32'54"E	81.51'
L22	N37°17'54"E	55.00'
L23	N18°47'23"W	95.16'
L24	N21°16'08"E	44.16'
L25	S43°24'59"E	48.04'
L26	N86°34'34"E	97.97'
L27	N14°09'08"W	62.44'
L28	N41°02'42"E	30.05'
L29	S80°52'00"E	25.68'
L30	N53°17'13"E	136.99'
L31	S83°04'09"E	297.96'
L32	N03°35'32"E	243.43'
L33	S87°21'51"E	279.10'
L34	S01°45'28"W	279.89'
L35	S82°00'36"E	317.63'
L36	S37°37'07"E	513.25'
L37	S78°33'37"E	183.43'
L38	S27°42'20"E	40.47'
L39	S11°41'07"W	95.45'
L40	S10°33'03"W	44.77'

LINE TABLE		
NO.	BEARING	LENGTH
L41	S65°51'45"W	36.23'
L42	S21°04'05"W	538.06'
L43	S21°10'36"W	285.82'
L44	S21°05'20"W	365.34'
L45	S20°59'37"W	311.73'
L46	S21°05'54"W	290.42'
L47	S21°05'46"W	285.09'

E.S. BACAK

EDWARD SCOTT BACAK, R.P.L.S. #6248
Dated: October 15, 2018



CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	205.37'	011°47'27"	997.98'	103.05'	N05°22'21"W	205.01'
C2	115.24'	007°02'15"	938.20'	57.69'	N14°18'28"W	115.16'
C3	43.67'	002°32'25"	984.93'	21.84'	N20°54'05"W	43.67'
C4	358.40'	022°13'00"	924.30'	181.48'	N11°03'48"W	356.16'

JB PARTNERS TBPE No. F-438 TBPLS No. 10074000		263.444 ACRE BOUNDARY EXHIBIT	
		BALES OC POUND SURVEY, ABST. NO. 1143 AND 1168	
DALLAS COUNTY MUD No. 4 CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS			
OPER. NAME	FILE NAME	SCALE	DATE
ESB	263.444 ac Boundary Exhibit.dwg	N/A	10/15/18
SURV. TECH	PAGE 11 OF 11		
esb			

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EXHIBIT A-2

Current Concept Plan for the Property



CONCEPT B **JB**
DALLAS COUNTY, TEXAS **IPARTNERS**

WHOLESALE WASTEWATER CONTRACT

This Wholesale Wastewater Contract (the “Contract”) is made and entered into on this, the _____ day of _____, 2020, (the “Effective Date”) by and between the City of Garland, Texas, a Texas home-rule municipality ("Garland"), and Dallas County Municipal Utility District No. 4, a political subdivisions of the State of Texas , ("Customer").

RECITALS

The following recitals are (1) true and correct; (2) incorporated as part of this Agreement for all purposes; (3) evidence the intent of the Parties in entering into this Agreement; and (4) to be used in interpreting this Agreement.

WHEREAS, Customer is a municipal utility district created pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and operating under the provisions of Chapters 49, and, 54 of the Texas Water Code, as amended;

WHEREAS, Customer was created to provide, among other services, Wastewater service to certain property in Dallas County, Texas known as Fireside By The Lake (the “Development”), which Development covers the 263.444 acres of land described in Exhibit “A”, attached hereto and made a part hereof (the “Property”);

WHEREAS, in order to provide Wastewater treatment to serve the Development, Customer will need a source of wholesale Wastewater treatment capacity; and

WHEREAS, Garland has the capability to provide wholesale Wastewater treatment capacity adequate to serve full development of the Property.

NOW, THEREFORE, Garland and Customer, in consideration of the terms, covenants and conditions herein contained, hereby agree as follows.

AGREEMENT

Article 1. Definitions

When used in this Contract, the following terms, when capitalized, shall be defined as follows. In the event a definition in this Contract conflicts with the same definition in Article VIII, “Industrial Wastes”, Section 22.140 (C) of the City of Garland Code of Ordinances, as amended, the definition in the Code of Ordinances will prevail.

1.01 “Act” or "the Act" - the Federal Water Pollution Control Act, also known as the Clean Water Act ("CWA"), as amended (33 U.S.C. 1251, et seq.).

1.02 “Approved Connection Point(s)” - the Point(s) of Entry identified in Exhibit “B” through which Customer is authorized to discharge Wastewater into the Garland System.

1.03 “Basin Map” - the map attached hereto as Exhibit “B”, identifying the service area under this Contract and the Approved Connection Points.

1.04 “Biochemical Oxygen Demand (BOD)” - the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at 20 degrees centigrade expressed in terms of mass and concentration [milligrams per liter (mg/l)].

1.05 “Calibration” - verification of primary measuring device and secondary instrumentation accuracy utilizing then-current standard primary device calibration procedures and signals recognized as acceptable within the industry or a separate flow measurement instrument.

1.06 “Capital Improvements” - construction of or improvements to any Garland facilities that provide services and benefits common to all users of the Garland System and that have a life expectancy of three or more years, whether such capital improvements are located within Garland, within the Property or elsewhere, including but not limited to Wastewater treatment facilities, metering and sampling facilities, control systems and appurtenances, and all collectors and interceptors and lift stations, if any, associated therewith.

1.07 “Composite Sample” - the sample resulting from the combination of individual Wastewater samples taken at selected intervals based on an increment of either flow or time.

1.08 “Customer System” or “Customer’s System” - the Customer’s facilities used for pretreatment, collection or transportation of Wastewater to a Point of Entry.

1.09 “Delivery Facilities” or “Delivery Facility” - all facilities necessary for the transmission of Wastewater to the Garland System that are on the Customer's side of the Point of Entry.

1.10 “Director” - the designee appointed or authorized by the Garland City Manager to act on Garland’s behalf.

1.11 “Facility Expansion” - the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new Capital Improvement, in order that the existing facility may serve new or existing developments.

1.12 “Flow” – the collective total of all Wastewater, Industrial Wastes, Inflow, Infiltration, Liquid Waste, Suspended Solids, and any other matter transmitted from Customer’s System through all Approved Connection Point(s), collectively.

1.13 “Garland Expense” - expenses incurred by Garland related to the Wastewater utility, such expenses to be allocated as a System Cost if so determined in future cost-of-service studies.

1.14 “Garland System” or “Garland’s System” - Garland's Wastewater collection and treatment system, which is a “Publicly Owned Treatment Works” under Section 307 of the Act. For purposes of this Contract, the Garland System includes all Wastewater treatment plants of Garland as a unified system.

1.15 “General Benefit Capital Facilities” - Wastewater facilities that provide utility services and benefits common to all customers including, without limitation, Wastewater treatment facilities, metering and sampling facilities, control systems and appurtenances, and all collectors and interceptors of eighteen (18) inches or greater in diameter.

1.16 “Industrial User” - a source of non-standard discharge.

1.17 “Industrial Waste” – non-domestic sewage that may include water-borne solids, liquids or gaseous substances resulting from industrial, manufacturing or food processing operations, or from the development of a natural resource, or any mixture of these with water or domestic sewage.

1.18 “Infiltration” - water that has migrated from the ground into the Wastewater system.

1.19 “Inflow” - water other than sewage that enters a Wastewater system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguished from, Infiltration.

1.20 “Liquid Waste” - the water-borne solids, liquids, and gaseous substances typically stored temporarily in a container and derived from sources including, but not limited to, grease traps, septic tanks, chemical toilet waste, and sand trap waste.

1.21 “Metering and Sampling Facility” or “Metering and Sampling Facilities” - the meter, meter vault, and all metering and telemetry equipment needed to measure or sample the Flow from the Customer’s System at the Point of Entry or other such locations as the Parties mutually agree upon in writing.

1.22 “Non-metered Area” – areas located within the Customer's boundaries that generate Wastewater that enters Garland’s System by whatever means other than through an approved Metering and Sampling Facility.

1.23 “Non-Standard Discharge” – any discharge that exceeds the quality parameters outlined in Sections 7.3 – 7.5.

1.24 “Non-Standard Discharge Account” - those accounts under which Wastewater is Non-Standard Discharge is being introduced to the Garland System including, but not limited to, Industrial Waste and Liquid Waste.

1.25 “Party” or “Parties” - Garland and Customer may also be referred to in the singular as “Party” and in the plural as “Parties.”

1.26 “Point of Entry” - any points at which the Customer’s Wastewater enters the Garland System, by whatever means, whether metered or unmetered.

1.27 “Pretreatment” - the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in Wastewater prior to or in lieu of introducing those pollutants into a Publicly Owned Treatment Works generally, but not exclusively, relating to Non-Standard Discharges and Prohibited Discharges. The reduction or alteration of pollutants or the nature of pollutants may be obtained – if not by elimination - by physical, chemical or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants (unless allowed by an applicable Pretreatment Standard).

1.28 “Pretreatment Requirement” - a substantive or procedural requirement related to Pretreatment imposed on an Industrial User, other than a Pretreatment Standard.

1.29 “Pretreatment Standard” or “Pretreatment Standards” - prohibitive discharge standards, categorical pretreatment standards, and local limits.

1.30 “Prohibited Discharge” – any discharge prohibited by 40 C.F.R. 403.5.

1.31 “Publicly Owned Treatment Works” (“POTW”) – a treatment works as defined by Section 212 of the Act (33 U.S.C. 1292) owned or operated by a governmental entity including Customer’s System and Garland’s System.

1.32 “Significant Industrial User” - any of the following:

- a. An Industrial User subject to categorical Pretreatment Standards; and
- b. Any other user that:

- (i) Discharges an average of 25,000 gpd or more of process wastewater;
- (ii) Contributes a process waste stream which makes up five percent (5%) or more of the hydraulic or organic loading of the treatment plant; or
- (iii) Is designated as significant by Garland on the basis that the user has a reasonable potential for adversely affecting the operation of a Publicly Owned Treatment Works or for violating any Pretreatment Standard or requirement.

1.33 “Standard Discharge Accounts” - those accounts under which Wastewater is being discharged that does not exceed the quality parameters outlined in Sections 7.3-7.5.

1.34 “Standard Methods” - those testing or analysis procedures as prescribed in the then current edition of "Standard Methods for Examination of Water and Wastewater," published by the American Public Health Association or the U.S. Environmental Protection Agency Manual of Methodologies for the Examination of Water and Wastewaters, or as will otherwise comply with procedures specified in state and federal discharge permits held by Garland.

1.35 “Strength” - the concentration of dissolved and suspended matter in Wastewater, as indicated by biochemical oxygen demand or suspended solids.

1.36 “Suspended Solids” – the total suspended matter that floats on the surface of, or is suspended in, water, Wastewater, or other liquid, and which is removable by laboratory filtering.

1.37 “System Cost” - operating expenses and capital-related costs incurred by Garland pursuant to the provision of Wastewater collection and treatment service to the wholesale class of sewer customers including, without limitation, all costs identified whether specifically or by implication as System Costs under this Contract. Such costs are to be collected by Garland as a component of the annual cost of providing wholesale Wastewater service.

1.38 “Wastewater” – water containing other liquid and water-carried wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to a Publicly Owned Treatment Works.

Article 2. Connection to the Garland System

2.01 Garland hereby grants to Customer, conditioned upon compliance with the terms

and conditions contained herein, permission to connect Customer's System to the Garland System for the term of this Contract and provided that Customer is not in material breach of any provision of this Contract.

2.02 Garland agrees to accept all conforming and lawfully acceptable Wastewater delivered by Customer in accordance with this Contract to all Approved Connection Point(s), collectively, and at such additional points as the Parties may mutually agree upon, in writing, at a later time. Customer agrees to deliver all of its Wastewater flows from the area depicted in the Basin Map, attached as Exhibit "B", to Garland unless otherwise approved in writing by Garland. Customer acknowledges the need to this limited exclusivity in order to reduce the number of small-volume "package plants" and so that Garland may adequately plan capacity needs for Garland, Customer, and other customers or users of the Garland System. Customer further acknowledges that this limited exclusivity does not create or evidence monopolistic power on the part of or by Garland.

2.03 The cost of all Delivery Facilities necessary to convey Wastewater to the designated Approved Connection Points, whether shown on Exhibit "B" or mutually agreed upon at a later date by the Parties, together with the cost of connection of the Customer System to the Garland System, shall be borne by Customer, including the cost of acquisition of any necessary rights-of-way and easements to and from such Delivery Facilities; provided, however, City does hereby consent to Customer installing any portion of Customer's System in right-of-way or wastewater system easements granted to the City. Customer shall provide City with sixty days written notice before installing any portion of the Customer System in a right-of-way or wastewater system easement granted to the City, and shall coordinate all work with the appropriate City department. In the event Garland requests Customer to increase the size of any such Delivery Facility, the difference in the cost of the Delivery Facilities that would be necessary to convey Wastewater to the designated Approved Connection Points, and the cost of the Delivery Facilities as requested by Garland, shall be at Garland's expense.

2.04 Unless mutually agreed to, in writing, by Garland and Customer, Customer shall be responsible for the design, construction, and financing of Delivery Facilities including the cost of and acquisition of any necessary rights-of-way and easements to and from such facilities. All designs, materials, and specifications shall, at a minimum, conform to the City of Dallas' requirements in all material respects. Plans and specifications for any Delivery Facility connecting to the Garland System shall be submitted to the Director for written approval, which approval shall not be unreasonably withheld. Without limiting the foregoing, no construction of any portion of Customer's System that may be located on Garland's property may begin until the Director has approved the plans and specifications for the work. Customer agrees that Garland has the right to make periodic inspections during the construction phase of the Delivery Facilities. Final acceptance of each facility is subject to the inspection by and written approval of the Director.

2.05 Customer agrees not to provide service to any user or users that, singly or in combination, would discharge more than 25,000 gallons per day into the Garland System or that would cause Customer's daily flow to Garland to exceed 310,000 gallons per day (monthly average) without first providing written notice to Garland and receiving written approval in advance from Garland. Garland shall not unreasonably withhold its approval. For purposes of this Article 2, "new development" does not include the residential or commercial development planned within the boundaries of the Property before the Effective Date but would include any expansion or increase in proposed densities.

Article 3. Maintenance of Customer System

3.01 Customer agrees to maintain Customer's System in good and working condition and to make all necessary repairs in a timely manner. Garland shall not have any responsibility or liability for the operation of the Customer's System, it being Customer's responsibility to provide adequate facilities to deliver its Wastewater to the Garland System. Customer shall also promptly comply with any permit requirements, environmental regulations, and any other laws or regulations, whether state or federal, applying to Customer's System.

Article 4. Metering and Sampling Facilities

4.01 Unless otherwise agreed to in writing, Garland shall have the option to construct Customer Metering and Sampling Facilities not in existence as of the Effective Date. Upon exercising this option, Garland shall inform Customer, and Customer shall acquire a site reasonably acceptable to Garland. All reasonable construction costs incurred by Garland, including, but not limited to, site preparation, design and engineering, construction, and equipment for such facilities, together with the costs of necessary easements and rights of way, shall be a System Cost. Any costs incurred by Garland associated with any necessary modifications of a Metering and Sampling Facility to accommodate a complete initial installation satisfactory to Garland shall also be a System Cost.

4.02 On the Effective Date, or, if the Metering and Sampling Facilities have not been constructed as of the Effective Date, on such later date as the construction and installation of the Metering and Sampling Facilities are complete, Customer shall transfer ownership of all Customer Metering and Sampling Facilities to Garland at no cost.

4.03 If additional Points of Entry are added by Customer to deliver Customer's Wastewater to the Garland System and Garland declines to exercise its option to construct additional Metering and Sampling Facilities for same, Customer shall construct Metering and Sampling Facilities for each such Point of Entry.

4.04 The Metering and Sampling Facilities shall be designed and engineered in a manner satisfactory to Garland. Customer shall transfer ownership of such newly constructed facilities at no cost to Garland.

4.05 Customer shall provide Garland with all necessary access easements and rights of way in a form satisfactory to Garland. Customer shall provide Garland a perpetual route of ingress and egress to Metering and Sampling Facilities, which shall be accessible by Garland without notice.

4.06 Garland shall have the right to inspect and approve the Metering and Sampling Facilities prior to accepting the transfer. Garland's approval and acceptance of the Metering and Sampling Facilities shall not be unreasonably withheld. In the event Garland rejects the transfer, it shall provide Customer a written notice of the deficiency Customer must correct before proceeding with the transfer of the Metering and Sampling Facility in question.

4.07 Upon accepting the transfer of a Metering and Sampling Facility, Garland shall have the sole authority and exclusive right and license to enter, use, operate, and maintain the Metering and Sampling Facilities. Garland shall thenceforth be solely responsible for the operational and maintenance responsibilities associated with these facilities. Garland also shall have the discretion to construct improvements, expansions, and replacements to the Metering and Sampling Facilities as a System Cost and at the timing of Garland's needs, provided, however, that Garland shall permit Customer to review proposed construction, expansion, and replacement plans. Customer will grant and provide to Garland such permits or easements as are necessary for the continuous operation and maintenance of all Metering and Sampling Facilities. All such costs incurred by Garland for the operation, maintenance, construction, expansion or replacement of Customer Metering and Sampling Facilities shall be considered System Costs.

4.08 Expenses incurred by Garland for the operation and maintenance of Customer Metering and Sampling Facilities are System Costs and shall include, without limitation, the following:

- a. Cost of electricity at the facilities;
- b. Cost of the installation and maintenance of the telemetry service at the facilities and to the control center and all costs of maintaining connectivity, including access or lease charges;
- c. Cost of calibration and field measured velocity profiles;
- d. Cost of parts, materials and supplies required for repairs, calibrations, and upgrading of the facilities;

- e. Labor cost plus fringe benefits and indirect costs for repairs, calibrations, and upgrading of the facilities;
- f. Maintenance costs of ingress and egress and meter facility site;
- g. Administrative costs, including record and book keeping, overhead, and rate setting costs; and
- h. Any additional monitoring to ensure compliance with state and federal regulations governing Wastewater treatment.

4.09 Replacement of facilities described in this Article 4 or equipment therein occasioned as a result of obsolescence due to age, excessive maintenance, growth or other reasons as determined by the Director shall be a System Cost. Any replacement facility or equipment therein shall comply with Garland's standards and specifications.

4.10 Garland shall have the sole right to secure the Metering and Sampling Facilities in order to prevent tampering or other interference with the facility. Garland shall have the sole right to control access the facilities.

4.11 Customer may request permission, in writing, to inspect a particular Metering and Sampling Facility once per month. Garland shall, upon receiving a written request from Customer, coordinate with Customer to set an appointment during normal business hours and within three (3) business days after receiving the written notice. At the appointed date and time, Garland will accompany and allow Customer enter and inspect the Metering and Sampling Facilities.

4.12 Customer may request that Garland test the accuracy of each meter once per quarter; otherwise, Garland shall test each meter at least once per year. Any reading, calibration or adjustment to such metering equipment shall be done by employees or agents of Garland. Garland shall notify Customer at least seventy-two (72) hours in advance of the date and time for any testing, reading, calibration or adjustment, and Customer may have personnel present to observe, if so desired, by sending Garland written notice of its intention to do so. Garland shall, upon receiving a written notice from Customer, coordinate with Customer to set an appointment during normal business hours and within ten (10) business days after receiving the written notice. At the appointed time, Garland will allow Customer's personnel to enter and observe Garland's employees or agents conduct the appropriate tests to measure the accuracy of the meter. Garland shall have the right to conduct its own tests or Calibration without notice and at any time it deems appropriate.

4.13 Customer must present any complaint or request for adjustment based on meter accuracy in writing to Garland no later than fifteen (15) days after the test was completed

or any such complaint or request is waived. If Customer fails to test or request a test of a meter during a given quarter, Customer waives any complaints, disputes, or claims regarding meter accuracy for that quarter and all preceding quarters.

Article 5. Rights-of-Way

5.01 Customer shall grant, without charge to Garland, such easements, rights-of-way or other necessary property rights along public streets, alleys or other property owned by Customer, to the extent lawful and as reasonably necessary, to construct or maintain facilities to provide Wastewater collection. Whenever it is deemed necessary by Garland to remove, alter, change, adapt or conform any portion of Customer's System located on property owned by Garland, such alterations shall be made by Customer at Customer's expense within thirty (30) days from the issuance of written notice to Customer to make the alterations unless a different schedule has been approved by Garland. All work done by or on behalf of a Party under this paragraph will be performed in accordance with specifications equal to those applying to work of a similar nature performed by such Party, but neither Party will be required to restore the other's property to a condition exceeding its original condition, unless otherwise mutually agreed upon in writing. Garland and Customer agree to coordinate the location of the mains and facilities in the other's easements and rights-of-way in order to prevent conflicts insofar as reasonably practicable.

Article 6. Metering and Sampling

6.01 All Flow discharged into the Garland System by Customer shall be metered, except as provided below in Section 6.02. If the Parties agree in writing that metering is not possible in one (1) or more areas on the Basin Map, the agreed-upon method for determining the discharge volume for such area shall be deemed to include an adjustment for Infiltration and Inflow.

6.02.1 If, in the judgment of the Director, the Wastewater generated within one or more areas shown on the Basin Map cannot be accurately measured by Metering and Sampling Facilities approved or provided by Garland, then the charge for Wastewater service within that drainage area will be based on 80% of water usage within Customer's service area as shown on the Basin Map (excluding irrigation meters and others where no sewer service is being provided). Garland shall have the right to audit Customer's water usage records for such purposes and Customer shall produce them to Garland within ten business days of Garland's written request.

6.02.2 The charge for any unmetered Flow (other than that described in 6.02.1) originating from the Property or entering Garland's System through Customer's System including, without limitation, Flow entering Garland's System other than through an approved Point

of Entry will be based on 99% of water usage within Customer's service area as shown on the Basin Map plus additional surcharges under Article 7, if applicable. Garland shall have the right to audit Customer's water usage records for such purposes and Customer shall produce them to Garland within ten (10) business days of Garland's written request. In no event shall acceptance of payment for unmetered Flow under the provisions of this section be construed as an approval of the means of delivery of the Flow to Garland's System or a waiver of any of Garland's rights or Customer's obligations under this Contract. The Parties intend that all Flow from Customer's System into Garland's System shall be through an approved Point of Entry.

6.03 Garland shall enter all readings of meters into data collection systems that Garland shall maintain. Customer shall have access to such records during reasonable business hours and shall be furnished with monthly totalizer readings for each Point of Entry Metering and Sampling Facility.

6.04 Garland shall calibrate and service the meters no less than once during each twelve (12) month period. Copies of the results of such calibration and all related information will be provided to Customer on request.

6.05 Subject to the provisions of Section 4.13, after a calibration is completed, if it is determined that a meter is under-metering or over-metering Flow by more than 5%, the registration of the Flow as determined by the meter shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half of the time elapsed since the date of the last calibration, but in no event further back than a period of twelve months.

6.06 If any meter used to determine volume from Customer is out of service or out of repair or otherwise incapable of providing any information that would allow the Parties to ascertain or compute the amount of Flow, the Flow delivered through the period such meter is out of service, out of repair or otherwise incapable of providing Flow information shall be the average Flow of the last twelve (12) months plus three percent, divided by three-hundred and sixty-five, and the result multiplied by the number of days the meter is out of service or out of repair.

6.07 Garland shall periodically determine the quality of the Wastewater at the Metering and Sampling Facilities or other agreed upon sampling points for the purposes of billing for the Strength of the Wastewater. The sampling and testing shall occur on a random basis once per month. To determine the quality of the Wastewater, Garland shall collect twenty-four (24) hour time-weighted or flow-weighted composites for a period of not less than one twenty-four (24) hour period per month for a total of twelve (12) sampling periods per year. If, at the request of Customer or as directed by the Director, more extensive monitoring is desired, such additional monitoring shall be paid for by the Party making the request and shall be done as provided in this section. If Customer requests such additional monitoring,

Garland shall invoice Customer for the costs of collecting and testing the additional samples. Customer shall pay for the additional sampling, including additional monitoring, collecting and testing samples, within ten days after receipt of the invoice. Garland shall analyze the samples collected in accordance with Standard Methods and will provide analysis reports to the Customer, if requested.

6.08 If in the opinion of the Director, further monitoring of the Wastewater is desirable to ensure ongoing compliance with state and federal regulations, the Director may order that additional monitoring be performed with or without prior notice to Customer. Compliance monitoring is in addition to the periodic sampling set forth in Section 6.7. All information obtained as a result of such compliance monitoring shall be provided to the Customer upon request. Garland will provide notice of such compliance monitoring to Customer within a reasonable time after obtaining the results of testing.

6.09 All costs incurred by Garland under this Article are System Costs.

Article 7. Rates, Charges, and Surcharges

7.01 Wholesale Wastewater rates established hereunder will be determined based upon cost-of-service analysis to be performed by or on behalf of Garland no less than one time per year using the methodologies and principals generally accepted within the industry and detailed further herein, as applicable, and which are generally being utilized by the City to set the rate for wholesale wastewater service to municipal customers located outside the corporate limits of the City. The cost of such analysis is a System Cost.

7.02 The Parties agree that the methodologies and principals used to conduct a cost-of-service analysis shall be those generally accepted within the industry as promulgated by the Water Environment Federation within the *WEF Manual of Practice No. 27, Financing and Charges for Wastewater Systems*, as revised, and which are generally being utilized by the City to set the rate for wholesale wastewater service to municipal customers located outside the corporate limits of the City. Notwithstanding the forgoing, the Parties agree the following methodologies and principals will apply until agreed otherwise in writing:

- a. The cost of service for the service class shall include allocated reasonable and necessary operation and maintenance expenses based on the then-adopted and approved budget for the Garland System, budgeted debt service including principal and interest payments, capital outlay and budgeted funds necessary to comply with Garland's established financial policies such as, but not limited to, operating cash reserves, externally required or internally adopted debt coverage requirements, repair and replacement reserves, and any other reserve requirements that may be necessary to maintain the financial stability of the Garland's System.

b. To determine the allocation and distribution of costs to the service class, the analysis shall consider at least the following factors: total volume, rate of flow, Wastewater quality, metering, and customer-related costs such as accounting, billing, and monitoring.

c. Capital-related costs will consist of budgeted cash capital outlays as well as budgeted debt service payments including principal and interest and debt service coverage as may be required.

7.03

a. The initial rate for this contract shall be the average Customer City rate adopted by the Garland City Council in September, with an effective date of October. The following customer city rates: City of Dallas rate, City of Richardson rate, City of Rowlett rate, City of Sachse rate, and the Town of Sunnyvale rate will be used to determine the average rate. The initial rate is per 1,000 gallons. Garland shall provide Customer with written notice, no later than August 31st, of any proposed rate increase in order to allow Customer sufficient time for budgeting purposes. A failure to provide such written notice shall postpone the effective date of the rate increase to October of the following year. Any challenge to a rate established by the Garland City Council must be brought within ninety days of its adoption.

b. Once the average annual flow rate {flow rate over a 12 month period} reaches a minimum flow of 50,000 gallons per day, the Customer rate will be determined in the same manner as all customer cities and shall no longer be the average of the rates Garland charges other customer cities.

7.04 Any challenge to a rate, surcharge or fee established by the Garland City Council must be brought within ninety (90) days of its adoption by submitting a written objection to the City in accordance with Article 25 of this Contract.

7.05 An additional charge shall be due for any discharge through Point of Entry that exceeds the maximum Strength allowed to Customer. The surcharge for each mg/l of BOD in excess of 250 mg/l and for each mg/l of total suspended solids ("TSS") in excess of 250 mg/l shall be assessed. The excess Strength determination will be based on monthly sampling.

7.06 Customer agrees that the Garland City Council has the right to revise, by ordinance, the allowable discharge Strengths, consistent with applicable state and federal laws and regulations and applicable permit requirements (provided that the strength allowed shall be no less than the strength generated from a typical single family residence). At the effective date of this Contract, the allowable discharge Strength is 250 mg/l for BOD and 250 mg/l for TSS.

7.07 Customer shall pay a surcharge to Garland for concentrations of BOD exceeding 250 mg/l and TSS exceeding 250 mg/l at the rate provided in Article II "Utility Rates and Fees," Chapter 50 of the Code of Ordinances of the City of Garland, subject to increase or decrease without formal amendment of this Contract as the surcharge is amended by ordinance from time to time. The surcharge will be calculated each month. It will be based on the rate of Non-Standard Discharge for that month. The surcharge will be assessed the entire month for each portion of the month that discharges from Customer exceed applicable limits, whether classified as Non-Standard Discharges or otherwise.

7.08 Bills for Wastewater service are submitted to Customer on a monthly basis. Amounts billed are due and payable not more than thirty (30) days after the billing date. Bills will show current charges, as well as past-due charges, if any. Current charges is the amount due for service provided since the prior billing period. Past-due charges is the total amount unpaid from all prior billings as of the current billing date. Payments received by Garland shall first be applied to the past-due charges, if any, and thereafter to the current charges. Any challenge to a billing must be submitted, in writing, to Garland within sixty (60) days of the billing date, or any objection to the billing is waived.

7.09 If Customer disputes a bill, it shall nevertheless continue to promptly make the disputed payment or payments. Dispute of a bill is not grounds for non-payment. Notwithstanding the provisions of Chapter 2251 of the Texas Government Code, in the event a payment is not paid as specified in this Contract, a finance charge of the lower of 10%, per annum, or the maximum rate allowed by law, per annum, will be calculated from the date that the payment was required to be made. In the event the amount finally determined to be due is less than the full amount of the disputed bill, then the amount found to be in excess of the amount due will be credited to the Customer's account together with any interest Garland assessed Customer for the balance of the disputed bill.

7.10 The Parties agree that this Contract is a contract for goods or services under the provisions of Subchapter I, Chapter 271, Tex. Local Gov't. Code and that services obtained pursuant to this Contract are essential and necessary to the operation of Customer's waterworks and Wastewater facilities. The Parties agree that all payments made by Customer constitute reasonable and necessary operating expenses of Customer's waterworks and Wastewater systems. Customer waives any immunity from suit or liability relating to this Contract.

7.11 Customer agrees, throughout the term of this Contract, to continuously operate and maintain its waterworks system, and to fix and collect such rates and charges for Wastewater service as will produce revenues in an amount equal to at least (i) all of its operation and maintenance expenses of such system, including specifically its payments under this Contract; and (ii) all other amounts as required by law and the provisions of the

its revenue bonds or other debt obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

7.12 The Parties agree that the rates established in accordance with this Contract are reasonable and in the public interest, and that any change in the Contract price is necessary (1) to avoid impairing the ability of Garland to continue providing Wastewater service, (2) to avoid casting an excessive burden on other customer or users of the Garland System, and (3) to avoid being unduly discriminatory to or among customer classes. Customer acknowledges that it has entered into this Contract willingly after determining, after considering alternative sources and methods of providing for its Wastewater needs, that entering into this Contract is in the best interests of Customer and its constituent users.

7.13 Customer represents and covenants that all payments made by it under this Contract shall constitute reasonable and necessary operating expense of its Customer System and that all such payments will be made from the revenues of its System. Customer represents and has determined that the Wastewater service to be obtained from the System is absolutely necessary and essential to the present and future operation of its Wastewater system. Accordingly, all payments required by this Contract to be made by Customer shall constitute reasonable and necessary operating expense of its respective system as described herein, with the effect that the obligation to make such payments from revenues of such systems shall have priority over any obligation to make any payments from such revenues (whether of principal, interest, or otherwise) with respect to all bonds or other debt obligations heretofore or hereafter issued by Customer.

7.14 Upon the occurrence of Customer's first failure to pay any amount billed for service under this Contract, which amount remains unpaid for more than sixty (60) days after its due date, Customer agrees to establish a security fund to be held in trust by Garland in the amount of three (3) month's average billings, from which Garland may withdraw funds to secure payment of the billing. Customer shall thereafter immediately replenish and restore the account to the required amount and maintain the full balance required in the fund for the remainder of the term of the Contract, notwithstanding Garland's withdrawals to satisfy billings remaining unpaid for more than sixty (60) days after the due date.

7.14.1 In the event that the security fund is not established, at the expiration of sixty (60) days after such amounts are due, Customer shall be in default under this agreement, and the City may invoke the remedies specified herein or otherwise available by law.

7.15 The security fund described in Section 7.14 shall be deposited with the Garland City Manager in cash, in the form of an unconditional, irrevocable standby letter of credit, a performance/surety bond, or other instrument or security in a form acceptable to the Garland City Attorney. The letter of credit, bond, or other instrument shall in no event require the consent of Customer prior to the collection by Garland of any amounts covered by the letter of credit, bond, or other instrument.

7.16 Customer acknowledges that it will accrue no equity or any other interest in the Garland System or any other assets of Garland as a result of payment or other performance pursuant to this Contract.

7.17 Except as specifically provided herein, no other fees shall be due and payable by Customer to the City for wastewater service. In particular, neither Customer nor any retail customer located within the Property shall be required to pay to the City any “impact” or “capital recovery fee” related to wastewater conveyance or treatment capacity or service.

Article 8. Industrial Connection and Monitoring

8.01 Customer agrees that it will, at the time of execution and throughout the term of this Contract, identify and locate all possible Significant Industrial Users and report them to Garland. Any compilation, index or inventory of Significant Industrial Users shall be made available to the United States Environmental Protection Agency, Texas Commission on Environmental Quality, or its any successor agencies, and Garland upon request.

8.02 Customer agrees that it will not permit any Significant Industrial User within its jurisdiction to connect directly or indirectly either to Customer’s System or to the Garland System without at least thirty days’ prior written notification to the Director of such intent to connect. Such notification shall provide the Director with information pertaining to volume and composition of Flow from the Significant Industrial User, and further information as may be requested by the Director.

8.03 Customer agrees to conduct all monitoring, sampling, and inspection of Customer’s System and Significant Industrial Users as necessary to ensure that Industrial Waste introduced into Customer’s System meets the quality standards set out in Article 9 of this Contract. Upon request to Customer, a representative of Garland will be permitted to observe Customer’s collection of samples from Significant Industrial Users. Customer agrees to furnish Garland separate duplicate samples for independent testing and shall provide the Director the sample analysis results and pretreatment records within fifteen days of receipt of laboratory reports from a Significant Industrial User.

8.04 Customer agrees that Garland shall have the right to sample Wastewater at all Points of Entry and such other locations as may be necessary to determine the volume and quality of Wastewater entering the Garland System. Garland shall have sole authority to determine whether sampling at a location other than a Point of Entry is necessary. Customer agrees to disconnect from its system any of its users found to be in violation of allowable discharges or who refuses access to facilities for the purpose of sampling Wastewater being discharged into the Customer System or who is otherwise suspected of making a Prohibited Discharge or other unauthorized or illegal discharge; provided, however, that the

disconnected user shall be afforded the same rights, privileges of appeal, and deficiency cure periods as are Significant Industrial Users operating within Garland's jurisdiction.

8.05 Following notice to Customer by Garland, Customer grants to Garland the right to enter Customer's jurisdiction if Garland determines that questionable discharges or Prohibited Discharges are entering the Garland System from the Customer System. Customer agrees to assist Garland in locating and eliminating any Prohibited Discharge or otherwise illegal discharge.

Article 9. Wastewater Quality

9.01 As a condition of receiving and continuing to receive Wastewater treatment services under this Contract, Customer agrees that, prior to connecting to the Point of Entry to the Garland System, it shall enact and enforce such ordinances, rules, orders or other lawful means of enabling Customer to enforce within its jurisdiction regulations governing Industrial Waste which are at least as stringent as the provisions of Chapter 22 of the Garland Code of Ordinances (regarding Wastewater) and any amendments thereto, and any applicable state or federal regulations relating to (1) discharged substances; (2) Prohibited Discharge; (3) Pretreatment Requirements; (4) industrial discharge permitting systems; and (5) industrial self-monitoring reports. The operation of Customer's System shall in all respects comply with federal and state laws applicable generally to Publicly Owned Treatment Works and with all terms and conditions contained in any permit issued by a federal or state authority regarding Customer's System.

9.02 Articles VI and VII of Chapter 22 of the Garland Code of Ordinances are incorporated into this Contract as if fully set forth herein. Garland shall endeavor to provide Customer with a copy of any proposed amendments to those provisions at least sixty days prior to the presentation of such amendments to the Garland City Council, if reasonably possible, during which time Customer shall have an opportunity to review such amendments and provide written comments to Garland. On or before the effective date of any such amendments, Customer shall adopt appropriate conforming ordinances, rules, orders or other lawful means of enabling Customer to enforce within its jurisdiction Articles VI and VII of Chapter 22 of the Garland Code of Ordinances, as amended.

9.03 Customer agrees that the quality of the Wastewater discharged into the Customer System shall be equal to or better than the quality standards established by Garland's Code of Ordinances, including amendments thereto, or any applicable state or federal law or regulation or permit requirements applicable now or in the future to Garland's System, whichever quality standards are more stringent. Customer shall indemnify, defend and hold Garland harmless to the extent Customer's failure to ensure the quality of Wastewater discharged into Customer's System falls below these quality standards or otherwise causes the Garland System to be in noncompliance with any federal, state or local statutes, rules,

regulations or permit requirements. If Customer's System causes the Garland System to be in noncompliance, Customer further agrees to assume responsibility for any repairs, remediation, or other actions necessary to bring the Garland System back into compliance. Customer agrees that, prior to connecting to the Point of Entry to the Garland System, Customer shall secure a general liability insurance policy acceptable to and approved, in writing, by Garland. This insurance policy must be in the amount of at least \$5 million and shall cover any costs necessary to bring Garland back into compliance, including payment of any fines, penalties, surcharges or other fees imposed by any state or federal regulatory agency, statute, law, or regulation, should Customer fail to maintain the requisite Wastewater quality standards.

9.04 Customer shall require all Significant Industrial Users within its jurisdiction that ultimately discharge into the Garland System to apply for and obtain a permit from Customer allowing such discharge. Such permit shall require Significant Industrial Users, at a minimum, to abate any of the substances described in Garland Code of Ordinances § 22.141 as a condition to discharging Wastewater into the Customer System. The permit application shall contain, as a minimum, the following:

- a. Name and physical address of the Significant Industrial User;
- b. A description of activities, facilities, and plant processes on the premises of the Significant Industrial User, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- c. The number and type of employees, hours of operation, hours of discharge and proposed or actual hours of operation of the Significant Industrial User;
- d. Each product produced by type, amount, process or processes, and rate of production;
- e. A map of the property showing accurately all sewers and drains;
- f. The site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drainages, and appurtenances by size, location, and elevation, and all points of discharge;
- g. Time and duration of all the discharges;
- h. Any other information as may be deemed necessary by the Director to evaluate the Wastewater discharge permit application; and,

- i. Plans and specifications sealed by a registered professional engineer detailing all pretreatment facilities and processes including any grease, oil, or sand interceptors and control manholes.

Customer shall provide Garland a copy of these applications and any permits issued within fifteen days after the permit is issued.

9.05 Customer shall take all necessary steps to mitigate any odors from Customer's System not attributable to Garland, including but not limited to any odors emitted by air release valves in Customer's System. Customer shall submit plans and specifications for odor control to Garland for approval prior to constructing a Wastewater line. Customer shall thereafter maintain the odor control as approved. Customer may seek Garland's approval to modify the odor control mechanisms as better odor control options become available.

Article 10. Infiltration and Inflow

10.01 Customer agrees that it has an obligation to prevent Infiltration and Inflow into Customer's System, and to prevent same from entering the Garland System. Customer further agrees that all connections within its jurisdiction which ultimately enter into the Garland System will be constructed in accordance with specifications and standards at least equal to those of the City of Dallas technical specifications and construction standards. Customer covenants and agrees to maintain strict supervision and maintenance of its System to prevent connections through which surface drainage can enter Customer's System, in order to prevent such drainage from ultimately being deposited into the Garland System. Customer shall not make, nor shall it permit to be made, any connection which will contribute storm water run-off from rainwater spouts, rainwater areas, streets, gutter drains or other Inflow, Infiltration or other non-Wastewater source of Flow into Customer's System.

10.02 Customer agrees that no discount, deduction, allowance or offset shall be provided for any Inflow or Infiltration into Customer's System, regardless of the source or cause of such Inflow or Infiltration. Customer stipulates that the provisions of this Article may not be waived for any cause, including but not limited to (a) the actions of any third Party that cause or contribute to Inflow or Infiltration; (b) any unusual weather patterns, including any significant changes in rainfall or temperatures; (c) any Acts of God, or (d) any force majeure of any nature whatsoever that causes, contributes to, or otherwise allows Infiltration or Inflow into the Customer's System.

10.03 Customer agrees that, for the purposes of metering, calculating and billing, all Flow, of whatever kind and from whatever source, including any Infiltration, Inflow, Liquid Waste, and Industrial Wastes, with or without any Suspended Solids, entering the Garland

System from Customer's System shall be treated as Wastewater for which a charge will be made to Customer. Customer agrees that all billing calculations will be based on the total Flow without regard to whether the Flow consists wholly of Wastewater, or contains Inflow, Infiltration, Liquid Waste, or Industrial Waste, with or without any Suspended Solids.

Article 11. Sludge Disposal

11.01 Customer recognizes the importance of processing and disposing of sludge in a timely and proper manner. Customer will cooperate with Garland in any environmentally sound sludge processing and disposal program meeting federal and state standards within the area served by Customer.

Article 12. Waste haulers

12.01 Customer shall not introduce nor cause, suffer or permit to be introduced, and shall prohibit the introduction of, Liquid Waste into the Customer System by liquid waste haulers, either directly or indirectly.

Article 13. Reports and Records

13.01 Customer shall provide to Garland the following data on a quarterly basis:

- a. The actual number of Customer's accounts discharging directly or indirectly into the Garland System or Customer System within its service area;
- b. A classification of domestic and nondomestic accounts within Customer's service area by number and percentage of accounts discharging directly or indirectly into the Customer System; and,
- c. Additional data which may assist Garland in developing methodology for cost-of-service studies, planning studies for analyzing federal grants, and system access fees; provided, however, that Garland shall not request data that will require Customer to incur unreasonable expenses in providing such data or the production of confidential information.

Article 14. Notices

14.01 Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either Party to the other Party must be in writing to:

City of Garland: Bryan Bradford, City Manager
City of Garland
200 N. Fifth Street
Garland, Texas 75040

Customer: Dallas County Municipal Utility District No. 4
c/o Coats|Rose P.C.
Attn: Mindy Koehne
14755 Preston Road, Suite 600
Dallas, Texas 75254

Each party shall provide written notification to the other of any change in address.

Article 15. Inspection and Audit of Records

15.01 Complete records and accounts shall be maintained by each Party for a minimum period of five years or such longer period of time as may be required by applicable law. Each Party shall at all times, upon notice, have the right at reasonable times to examine and inspect records and accounts relating to this Contract during normal business hours; and further, if required by any law, rule or regulation, make the records and accounts available to federal and state auditors.

Article 16. Consent

16.01 Whenever, under the terms of this Contract, Garland is permitted to give its written consent or approval, Garland, in its discretion, may give or may refuse such written consent or approval and, if given, may restrict, limit or condition such consent or approval in any manner it shall deem advisable; however, consent will not be unreasonably withheld. Garland's consent must be provided in writing and from a person authorized to act on Garland's behalf.

Article 17. Breach of Contract/Remedies

17.01 Any material breach of the duties or the obligations of this Contract, or failure to faithfully keep and perform any of the terms, conditions and provisions hereof shall be

subject to the remedies provided herein, including but not limited to termination. The non-breaching Party shall provide the breaching Party ninety days written notice of its intention to terminate this Contract if the breaching Party fails to cure the material breach. The written notice shall include a reasonable description of the breach. If the Customer is the breaching Party, and fails or refuses to cure the breach, then City shall have the right, with three years advance written additional notice to Customer and without any liability whatsoever on the part of City, to declare this Contract terminated at the end of such three year period. In the event of termination of this Contract, all rights, powers, and privileges of Customer shall cease and terminate and Customer shall make no claim of any kind whatsoever against City, its agents or representatives, by reason of such termination or any act incident thereto. In the event the City gives notice of termination, and Customer subsequently cures the material breach, City may, in its sole discretion, withdraw the termination notice. In any event, the non-breaching Party shall advise the alleged breaching Party in writing immediately upon acceptance of the cure of any default. The following shall, without limitation, be considered to be a material breach:

- a. Customer's failure to adopt and enforce policies or standards necessary to enforce any applicable Garland ordinances, or any applicable state or federal laws or regulations;
 - b. Customer's failure to pay any bill, charge or fee as provided for in this Contract;
 - c. Customer's making any connection to the Garland System at any point except as provided in Section 2.02;
 - d. Customer's failure to provide Garland ingress and egress for purposes of sampling and operation and maintenance of any metering or any sampling facility;
 - e. Customer's failure to provide Garland rights-of-way as required herein;
 - f. Customer's failure to permit any sampling of Wastewater as provided for herein;
 - g. Customer's failure to disconnect Customer's Industrial Users pursuant to Section 8.04;
 - h. Customer's failure to abide by Significant Industrial User requirements outlined in Article 8;
 - i. Customer's failure to maintain the quality of discharge required by Article 9;
- or

- j. Customer's failure to comply with Article 19 of this Contract.
- k. City's failure to timely provide the necessary Wastewater service to serve the existing customers of the Customer as well as new customers seeking Wastewater service, up to the limit of Flow set forth in Section 2.05.

17.02 Failure to provide notice of breach is not waiver - City. City's failure to provide a notice of breach or acceptance of any benefits under this Contract for any period of time after Customer's material breach, default or failure is not a waiver by City of any rights relative to any subsequent material breach, default or failure.

17.03 Failure to provide notice of breach is not waiver - Customer. Customer's failure to provide a notice of breach or acceptance of any benefits under this Contract for any period of time after City's breach, default or failure is not a waiver by Customer of any rights relative to any subsequent material breach, default or failure.

17.04 If a Party is in default under this Contract, then the non-defaulting Party shall, whether or not the termination provisions of this Article 17 have been invoked, be entitled to all remedies available under applicable law including, but not limited to, specific performance, injunctive relief, mandamus relief, and damages; and termination as provided in Section 17.01.

Each Party hereto acknowledges that this Contract is for the providing of goods and services and, pursuant to Section 271.151, Texas Local Government Code, each has waived its immunity from suit solely for the purpose of the other Party enforcing the express terms, conditions, and obligations of this Contract.

Article 18. Ownership and Liability

18.01 No provision of this Contract shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture, nor shall same create any other rights or liabilities. Customer payments (whether past, present, or future) will not be construed as granting Customer partial ownership of, pre-paid capacity in, or equity in the Garland System.

18.02 Liability for damages arising out of the transportation, delivery, reception, treatment, and disposal of all Wastewater discharged into the Garland System shall remain with the Customer, together with title and ownership thereto, until such Wastewater passes through the Point of Entry to the Garland System, at which time title, ownership and liability for such damage shall pass to Garland, save and except that title to any Prohibited Discharge and any liability therefor shall not pass to Garland unless such Prohibited Discharge originated in the Garland System. Any effluent produced by and discharged by

Garland from any treatment plants owned or operated by Garland shall be owned by Garland, regardless of originating source of Wastewater.

18.03 Contracts made and entered into by either Customer or Garland for the construction, reconstruction or repair of any delivery facility shall include the requirements that the independent contractor must provide adequate insurance protecting both the Customer and Garland as insureds. Such contracts must also provide that the independent contractor covenant to indemnify, hold harmless and defend both the Customer and Garland against any and all suits or claims for damages of any nature arising out of the performance of such contracts, and include any other provisions required by federal, state, or local laws or regulations.

Article 19. Compliance with Permit Conditions

19.01 Customer acknowledges that Garland is the holder of discharge permits issued by the United States and the State of Texas. Customer agrees that it will comply with all such permit conditions in any way relating to the System and the discharge into the System. **Customer agrees that in the event a fine is assessed against Garland for any violation of any permit condition, and the violation is the result of any act of omission or commission by Customer, the amount of the fine will be assessed to Customer and Customer shall pay to Garland the amount of such fine.** If such fine is not attributable to a specific customer, such fine shall be considered a System Cost and allocable to the Customer in accordance with the provisions of this Contract.

Article 20. Term of Contract

20.01 This Contract shall continue in force and effect for a period of twenty (20) years from the Effective Date hereof and shall be subsequently extended automatically for additional ten-year terms until terminated by either Party in accordance with the terms hereof. A Party wishing to terminate this Contract pursuant to this Article 20 must give the other Party no less than three (3) years advance written notice of its intent to terminate at the end of the current term.

20.02 The provisions of this Article 20 shall not apply to a Party seeking to terminate this Contract for cause as set forth in Article 17, or timely exercising the right to terminate set forth in Section 24.04 of this Contract.

Article 21. Force Majeure

21.01 No Party hereto shall be considered to be in default in the performance of any of the obligations hereunder (other than obligations of either Party to pay costs and expenses) if such failure of performance shall be due to circumstances beyond the reasonable control of the Parties, including but not limited to, the failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute and action or non-action by a failure to obtain the necessary authorizations and approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage, or restraint by a court order or public authority, which by the exercise of due diligence and foresight the Party could not have reasonably been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Either Party rendered unable to fulfill any obligation by reason of an uncontrollable force shall exercise due diligence to enable fulfillment of its obligations under this Contract.

21.02 As noted in Article 10 of this Contract, this Force Majeure provision shall not be applicable to any claims by Customer regarding Inflow or Infiltration.

21.03 In the event the proper operation of the Garland System, as a result of the above, requires Garland to temporarily interrupt all or part of the services to Customer, Customer shall not recover any damages from Garland arising from or related to the temporary interruption of services, including, but not limited to, any direct or consequential damages..

Article 22. Effective Date

22.01 This Contract, together with all terms and conditions and covenants, shall take full force and effect on the later of the dates this Contract is approved by the City and signed by the authorized representative of each Party.

Article 23 Miscellaneous

23.01 This Contract is subject to all applicable federal and state laws and any applicable permit requirements, ordinances, or amendments adopted pursuant to Article 9, and all applicable rules, orders, and regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction, or of any right to appeal any decision or ruling by same.

23.02 Customer agrees to abide by any changes in this Contract made necessary by any amendment or revision to state or federal regulations.

23.03 In each instance herein where reference is made to a federal or state regulation or statute or to the Garland Code of Ordinances, it is the intention of the Parties that, at any given time, the then current federal or state regulation or statute or Garland ordinance shall apply. If a publication or reference work referred to herein is discontinued or ceases to be the generally accepted work in its field, or if conditions change, or new methods or processes are implemented by Garland, new standards shall be adopted that are in compliance with state and federal laws and any valid rules and regulations pursuant thereto.

23.04 Garland shall comply with all federal, state and local government requirements necessary to obtain grants and assistance for system design, system construction and studies. Customer agrees to assist Garland in compliance by setting adequate rates, establishing proper user charges and complying with governmental requirements.

23.05 All exhibits to this Contract are incorporated herein by reference for all purposes wherever reference is made to the same.

23.06 Section or article headings in this Contract are for convenience only and do not purport to accurately or completely describe the contents of any section or article. Such headings are not to be construed as a part of this Contract or any way defining, limiting or amplifying the provisions hereof.

23.07 This Contract constitutes the sole and only agreement between Customer and Garland and supersedes any prior understanding or oral or written agreements between Customer and Garland with respect to the subject matter of this Contract.

23.08 This Contract shall inure only to the benefit of the Parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Contract. Each Party hereto shall be solely responsible for the fulfillment of its customer's contracts or commitments, and Garland shall not be construed to be responsible for Customer's contracts or commitments by virtue of this Contract or any provision contained herein.

23.09 Customer shall neither assign any of the rights or obligations of this Contract nor contract with individual or entity located outside Customer's boundaries to connect to Customer's System without Garland's prior written approval.

23.10 Each Party shall provide the other Party with a copy of the minute action, order, ordinance or resolution authorizing the execution of this Contract.

Article 24. Step Dispute Resolution

24.01 Disputes other than Rate or Fee disputes. 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 Contract, 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, 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; and (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. Any suit filed prior to performing these steps shall be abated pending completion of this step process. This Section shall not apply to any disputes regarding rates or fees Garland charges Customer.

24.02 Rate or Fee Disputes. Customer agrees that, as a condition precedent to instituting any lawsuit or other proceeding arising from a rate or fee dispute (including any surcharges Garland may assess) under this Contract, Customer shall first attempt to resolve the dispute by taking the following steps:

- a. Customer shall deliver a written notice substantially describing the nature of and reasons for the dispute to Garland;
- b. Garland shall respond to the dispute notification in writing within ten business days after receipt of the notice of dispute;
- c. if Customer does not believe Garland's response reasonably resolves the dispute, Customer may, within ten business days after receipt of Garland's response, request, in writing, that the Garland City Council consider the rate or fee dispute; and
- d. Garland shall, within ten business days of receipt of Customer's written request that the Garland City Council consider the dispute, and place the matter on the Garland City Council agenda for either a regular or special meeting.

24.03 Customer shall appear before and have one hour to present any evidence and arguments it has regarding the rate or fee dispute to the Garland City Council. The Garland City Council shall issue a written final decision regarding the rate or fee dispute within ten business days after Customer's appearance.

24.04 Expenses. Customer shall have the right to challenge the Garland City Council's decision regarding any rate or fee dispute before the PUC; however, if the PUC states that the Rate violates the public interest, City shall have, if exercised within six (6) months of the PUC decision, the immediate right to invoke the termination provisions under Section 20.01 of this Contract. If Customer initiates or participates in any proceeding regarding the Wastewater rate and City's policies under this Contract and advocate a position that is adverse to City, and City prevails, Customer shall reimburse City for its reasonable expenses, including attorneys' fees in the proceeding, within thirty (30) days after City's demand for payment.

Article 25. Exhibits

25.01 The following Exhibits are attached to and made a part of this Contract, and are incorporated by reference for any and all purposes wherever reference is made to same:

Exhibit "A" – The legal description of the Property.

Exhibit "B" –The Basin Map, including the location of the initial Approved Connection Points at the time this Contract is executed.

Exhibit "C" – An example of the methodology Garland shall use to calculate the cost of service.

Executed on this ____ day of _____, 2020

CITY OF GARLAND

Bryan Bradford
City Manager

Executed on this ____ day of _____, 2020

Dallas County Municipal Utility District No. 4

President, Board of Directors

EXHIBIT A
THE PROPERTY

EXHIBIT 'A'

**DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS**

LEGAL DESCRIPTION

BEING all that parcel of land located in the City of Dallas ETJ, being in Dallas County, Texas, a part of the Balis OC Pound Survey, Abstract No. 1143, a part of the B.O.C. Pound Survey, Abstract No. 1168, being a part of that called 326.422 acres tract of land described in a Special Warranty Deed to D.R. Horton-Texas, Ltd., recorded in Document No. 200503632072, Official Public Records of Dallas County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod found at the southeast corner of said 326.422 acre tract of land and said point being in the centerline of Barnes Bridge Road (a variable width right-of-way);

THENCE North 21 degrees 05 minutes 46 seconds East, 10.70 feet along the east line of said 326.422 acre tract of land to a point in the northerly line of the City of Dallas's city limit line and being the POINT OF BEGINNING of this tract of land;

THENCE along the northerly line of said City of Dallas's city limit line as follows:

North 89 degrees 47 minutes 53 seconds West, 1,274.59 feet to a point for corner;

North 89 degrees 26 minutes 30 seconds West, 56.76 feet to a point found in the west line of said 326.422 acre tract of land and being in the centerline of Bobtown Road (a variable width right-of-way);

THENCE along the west line of said 326.422 acre tract of land and along the centerline of Bobtown Road as follows:

North 01 degrees 35 minutes 31 seconds West, 55.19 feet to a one-half inch iron rod found for corner;

Northwesterly, 205.37 feet along a non-tangent curve to the left having a radius of 997.98 feet, a central angle of 11 degrees 47 minutes 27 seconds, a tangent of 103.05 feet, and whose chord bears North 05 degrees 22 minutes 21 seconds West, 205.01 feet to a one-half inch iron rod found for corner;

Northwesterly, 115.24 along a compound curve to the left having a radius of 938.20 feet, a central angle of 07 degrees 02 minutes 15 seconds, a tangent of 57.69 feet, and whose chord bears North 14 degrees 18 minutes 26 seconds West, 115.16 feet a point in the southerly line of the City of Garland's city limit line;

SHEET 1 OF 11

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DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS

THENCE North 52 degrees 23 minutes 17 seconds East, 37.52 feet along the southerly line of the City of Garland's city limit line to a point for corner;

THENCE along the easterly line of the City of Garland's city limit line as follows:

Northwesterly, 43.67 feet along a non-tangent curve to the right having a radius of 984.93 feet, a central angle of 02 degrees 32 minutes 25 seconds, a tangent of 21.84 feet, and whose chord bears North 20 degrees 54 minutes 05 seconds West, 43.67 feet to a one-half inch iron rod found for corner;

North 22 degrees 10 minutes 18 seconds West, 166.66 feet to a point for corner;

Northwesterly, 358.40 feet along a tangent curve to the right having a radius of 924.30 feet, a central angle of 22 degrees 13 minutes 00 seconds, a tangent of 181.48, and whose chord bears North 11 degrees 03 minutes 48 seconds West, 356.16 feet to a point for corner;

North 00 degrees 02 minutes 42 seconds East, 1,651.80 feet to a point found in a southerly line of the City of Dallas's city limit line;

THENCE along the southerly line of the City of Dallas's city limit line as follows:

South 89 degrees 47 minutes 53 seconds East, 1,312.71 feet to a point for corner;

North 00 degrees 03 minutes 51 seconds East, 2,129.89 feet to a point for corner;

South 89 degrees 06 minutes 14 seconds East, 36.69 feet to a point for corner;

South 88 degrees 15 minutes 38 seconds East, 62.48 feet to a point for corner;

North 87 degrees 06 minutes 47 seconds East, 58.54 feet to a point for corner;

North 84 degrees 54 minutes 17 seconds East, 184.63 feet to a point for corner;

South 75 degrees 36 minutes 30 seconds East, 20.35 feet to a point for corner;

South 75 degrees 22 minutes 54 seconds East, 38.93 feet to a point for corner;

North 22 degrees 58 minutes 06 seconds East, 38.64 feet to a point for corner;

North 82 degrees 21 minutes 06 seconds East, 175.75 feet to a point for corner;

North 88 degrees 38 minutes 06 seconds East, 147.23 feet to a point for corner;

SHEET 2 OF 11

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DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS

South 65 degrees 54 minutes 54 seconds East, 118.04 feet to a point for corner;
South 05 degrees 12 minutes 53 seconds East, 8.95 feet to a point for corner;
South 65 degrees 37 minutes 17 seconds East, 59.31 feet to a point for corner;
North 01 degrees 30 minutes 58 seconds West, 50.23 feet to a point for corner;
South 79 degrees 32 minutes 07 seconds East, 42.16 feet to a point for corner;
North 68 degrees 41 minutes 01 seconds East, 47.94 feet to a point for corner;
South 71 degrees 32 minutes 54 seconds East, 81.51 feet to a point for corner;
North 37 degrees 17 minutes 54 seconds East, 55.00 feet to a point for corner;
North 18 degrees 47 minutes 23 seconds West, 95.16 feet to a point for corner;
North 21 degrees 16 minutes 08 seconds East, 44.16 feet to a point for corner;
South 43 degrees 24 minutes 59 seconds East, 48.04 feet to a point for corner;
North 86 degrees 34 minutes 34 seconds East, 97.97 feet to a point for corner;
North 14 degrees 09 minutes 08 seconds West, 62.44 feet to a point for corner;
North 41 degrees 02 minutes 42 seconds East, 30.05 feet to a point for corner;
South 60 degrees 52 minutes 00 seconds East, 25.68 feet to a point for corner;
North 53 degrees 17 minutes 13 seconds East, 136.99 feet to a point for corner;
South 83 degrees 04 minutes 09 seconds East, 297.96 feet to a point for corner;
North 03 degrees 35 minutes 32 seconds East, 243.43 feet to a point for corner;
South 87 degrees 21 minutes 51 seconds East, 279.10 feet to point for corner;
South 01 degrees 45 minutes 28 seconds West, 279.69 feet to a point for corner;
South 82 degrees 00 minutes 36 seconds East, 317.63 feet to a point for corner;

SHEET 3 OF 11

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DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS

South 37 degrees 37 minutes 07 seconds East, 513.25 feet to a point for corner;

South 78 degrees 33 minutes 37 seconds East, 183.43 feet to a point found in the east line of said 326.422 acre tract of land and being in the west line of that tract of land conveyed to the City of Dallas recorded in Volume 67048, Page 649, Deed Records Dallas County, Texas;

THENCE along the east line of said 326.422 acre tract of land as follows:

South 41 degrees 47 minutes 13 seconds East, 405.66 feet to a concrete monument found for corner;

South 27 degrees 42 minutes 20 seconds East, 40.47 feet to a concrete monument found for corner;

South 00 degrees 28 minutes 25 seconds West, 408.96 feet to a point for corner;

South 46 degrees 07 minutes 49 seconds West, 1,273.54 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 11 degrees 40 minutes 40 seconds West, 278.55 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 11 degrees 41 minutes 07 seconds West, 95.45 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 10 degrees 33 minutes 03 seconds West, 44.77 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 65 degrees 51 minutes 45 seconds West, 36.23 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 65 degrees 57 minutes 13 seconds West, 654.22 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 66 degrees 06 minutes 48 seconds West, 293.77 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 65 degrees 52 minutes 04 seconds West, 209.91 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 21 degrees 04 minutes 05 seconds West, 538.06 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 21 degrees 10 minutes 36 seconds West, 285.82 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 21 degrees 05 minutes 20 seconds West, 365.34 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 20 degrees 59 minutes 37 seconds West, 311.73 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

SHEET 4 OF 11

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**DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS**

South 21 degrees 05 minutes 54 seconds West, 290.42 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

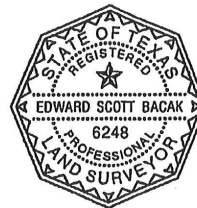
South 21 degrees 05 minutes 46 seconds West, 285.09 feet to the POINT OF BEGINNING and containing 11,475,640 square feet or 263.444 acres of land.

Bearings based on monuments found along the east line of that called 326.422 acre tract of land described in a Special Warranty Deed to D.R. Horton-Texas, Ltd., recorded in Document No. 200503632072, of the Official Public Records of Dallas County, Texas.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

ES BACAK

EDWARD SCOTT BACAK,
R.P.L.S. #6248
Dated: October 15, 2018

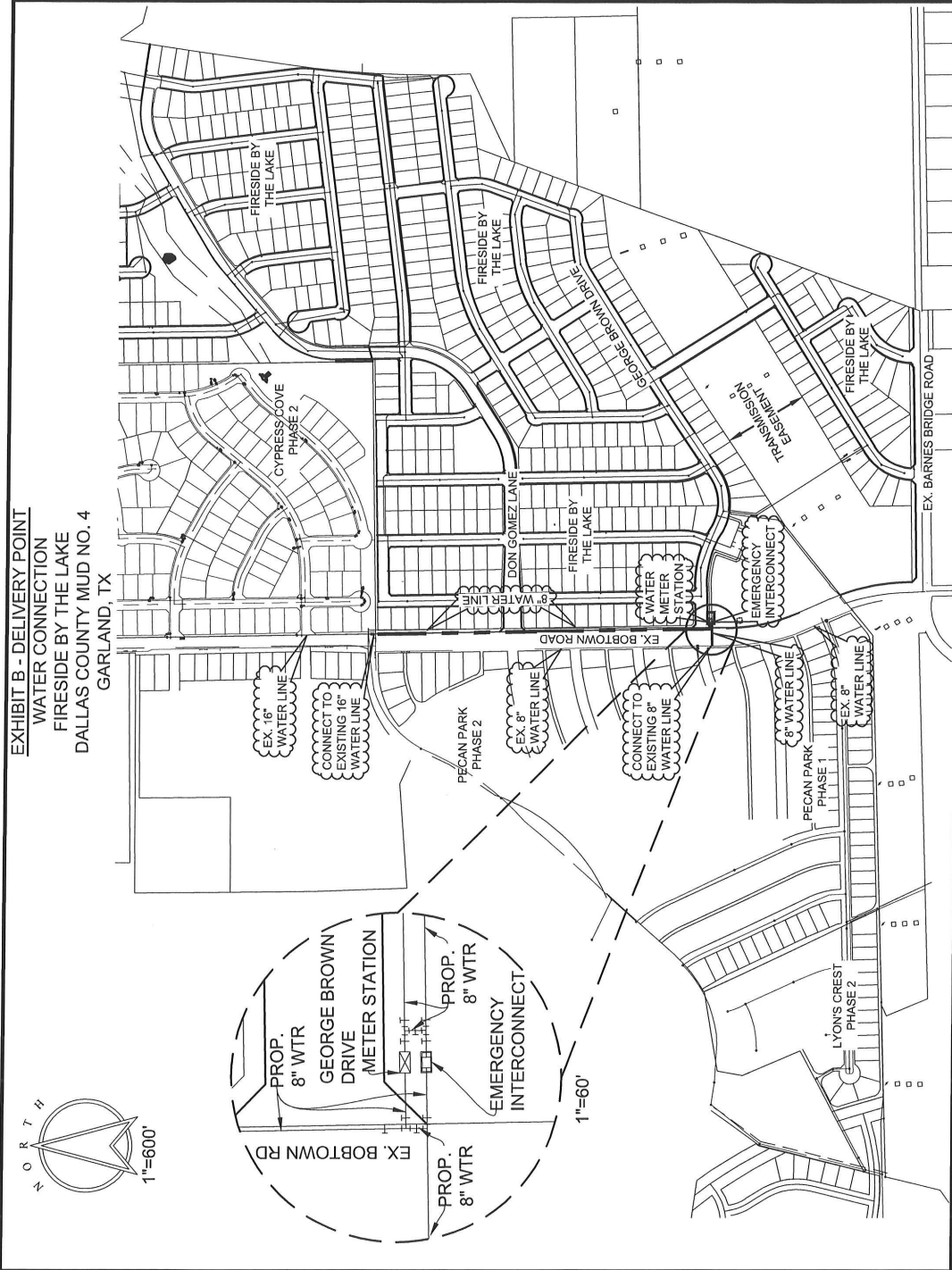


SHEET 5 OF 11

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EXHIBIT B

BASIN MAP, INCLUDING APPROVED CONNECTION POINTS



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EXHIBIT C

AN EXAMPLE OF THE METHODOLOGY GARLAND SHALL USE TO CALCULATE THE COST OF SERVICE

An example of the methodology Garland shall use to calculate the cost of service once the conditions of Section 7.03 are met.

The Initial Customer Rate shall be the average of the rates for the following municipal customers: Dallas, Richardson, Rowlett, Sachse, and Sunnyvale. As of December 2020, the average rate is \$2.91 per 1,000 Gallons. The actual rates below are subject to change.

The Customer's rate will be calculated as an average on an annual basis, until the average annual flow rate {flow rate over a 12-month period} reaches a minimum flow of 50,000 gallons per day. Then the Customer rate will be determined in the same manner as all customer cities. It will no longer be the average of the other customer cities.

Garland shall provide Customer with written notice, no later than August 31st of a given year, of any proposed rate increase in order to allow Customer sufficient time for budgeting purposes.

City of Garland Code of Ordinances in effect on 12/01/2020.

Chapter 50, Article II, Section 50.35.

(F) Initial rates based on Customer cities rates.

- (1) The current wastewater treatment charges for customer cities are as follows:

Customer	Rate per 1,000 Gallons
Dallas	\$3.16
Richardson	\$2.73
Rowlett	\$2.83
Sachse	\$2.85
Sunnyvale	\$2.99

- (2) These rates will be applied to 100% of the metered volume of actual wastewater discharged into the City's wastewater treatment system. These rates do not abrogate or modify any provisions under the contracts between the City and the individual customer cities, but are supplemental to those contracts.

Once the annual flow rate requirement of 7.03.b is met, all future annual rates shall be calculated using the same methodology as all other customer cities Garland services.

WHOLESALE WATER CONTRACT

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

This Wholesale Water Contract (“Contract”) is made and entered into this ____ day of December, 2020, by and between the City of Garland, Texas, a municipal corporation in Dallas County, Texas, acting under the laws of the State of Texas (hereinafter called “City”), and Dallas County Municipal Utility District No. 4, a municipal utility district operating pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (hereinafter called “Customer”).

RECITALS

The following recitals are (1) true and correct; (2) incorporated as part of this Contract for all purposes; (3) evidence the intent of the Parties in entering into this Contract; and (4) to be used in interpreting this Contract:

WHEREAS, the City owns and operates water distribution and water supply facilities; and,

WHEREAS, Customer is desirous of obtaining up to 400,000 gallons per day (“gpd”) of an adequate and dependable water supply; and,

WHEREAS, Customer was created to provide, among other services, water supply service to certain property in Dallas County, Texas to be known as Fireside By The Lake (the “Development”), which Development covers the 263.444 acres of land described in Exhibit “A”, attached hereto and made a part hereof (the “Property”); and,

WHEREAS, the City has available potable water quantities hereinafter contracted to be sold by it to Customer, subject to the terms and provisions of this Contract; and,

WHEREAS, the Parties desire to establish provisions for the sale and distribution of treated water by the City to Customer and to establish the rate, duration, metering, and related responsibilities of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree that the City will furnish and Customer will pay for water supply services upon the terms and conditions hereafter set forth, to wit:

AGREEMENT

Article 1. General

1.01 Definitions. The following terms and expressions used in this Contract, unless the context indicates otherwise, shall mean:

Contract means this “Wholesale Water Contract” and any subsequent amendments agreed to in writing by the Parties.

Business Day means any Day other than Saturdays, Sundays and City’s published holiday s.

Day means a 24-hour period from 12:00 a.m. to 11:59 p.m.

Customer’s System means that system by which Customer delivers Treated Water to its retail customers, all of whom must be located within the physical boundaries of the Property as described in Exhibit “A”.

Delivery Point(s) means the point(s) at which City agrees to deliver Treated Water under this Contract. The Delivery Point(s) are located as shown on Exhibit “B”. The Parties may mutually agree upon additional Delivery Points.

Emergency means a bona-fide emergency condition created by unforeseeable mechanical failure, by unprecedented high rate of Treated Water usage (such as might result from a major fire or a major water main break), or by such other circumstances beyond the Parties' control.

Garland System means the Water supply system owned by Garland located on its side of the Delivery Point.

Meter means the metering facility or device to be installed at the Metering Point to measure the amount of Treated Water delivered to Customer by City, as provided in this Contract. A Meter will not be required to be installed at the Delivery Point which is intended to be closed during normal operations and only opened in the case of an Emergency.

Metering Point means the location at which the Meter shall be installed, as reflected on Exhibit “B”.

NTMWD means the North Texas Municipal Water District.

Party means either the City of Garland (“City”) or Dallas County Municipal Utility District No.4 (“Customer”), and “Parties” means City and Customer, collectively.

Rate means the dollar amount per 1,000 gallons applied to Customer’s metered usage of Treated Water in order to calculate the Volume Charge. The Rate includes the following costs associated with providing Treated Water to Customer:

- a. The cost of water purchased from NTMWD as adjusted for an assumed 2% water loss factor;
- b. The cost of supplemental treatment of Water by the City from NTMWD needed to maintain the quality of water to the Delivery Point;

- c. The cost of transmitting Water from the City's point of delivery from NTMWD to the Customer's Delivery Points;
- d. Applicable general and administrative cost incurred by the City; and,
- e. The Customer's proportional share of infrastructure improvements incurred by the City in order to provide the necessary supply of Water to the Delivery Point.

Rate of Flow means usage on a per minute basis (i.e., gallons per minute ("gpm")).

Regulatory Requirements means all applicable requirements and provisions of federal, state, and county constitutions, laws, statutes, rules, regulations and ordinances enacted or issued from time to time, including, without limitation, all applicable sections of the Texas Water Code and the rules and regulations of the Texas Commission on Environmental Quality ("TCEQ"), Public Utility Commission ("PUC"), and the Texas Administrative Code ("TAC"), and all judicial and administrative orders, judgments, and decrees of any governmental authority having jurisdiction concerning the matters contained herein issued from time to time.

Treated Water or Water means water treated by the North Texas Municipal Water District and distributed by the City so that it is potable water meeting the minimum water quality requirements for human consumption as prescribed by the TCEQ or other appropriate regulatory agency with jurisdiction.

Water Conservation means those practices, techniques, and technologies that will reduce the consumption of Water, reduce the loss or waste of Water, improve efficiency in the use of Water, and/or increase the recycling and reuse of Water.

1.02 Effective Date. The Effective Date shall be the later of the dates this Contract is approved by City, and signed by the authorized representatives of each Party.

1.03 Term. This Contract shall continue in force and effect for a period of twenty (20) years from the Effective Date hereof and shall be subsequently extended automatically for additional ten-year terms until terminated by either Party in accordance with the terms hereof. A Party which does not desire renewal of this Contract must give the other Party no less than three (3) years advance written notice of its intent to terminate at the end of the current term. The provisions of this Section 1.03 shall not apply in the event of that the Contract is terminated for breach as set forth generally in Article 7 of this Contract, or timely exercising the right to terminate set forth in Section 6.05 of this Contract.

Article 2 Party Responsibilities.

2.01 City. City is responsible for (i) timely providing up to 400,000 gpd of Water to serve the Development, (ii) operating a Water supply system to the extent permitted by available Water supply, (iii) developing cost of service information to support rate changes, and (iv) informing Customer of changes in financial data.

2.02 Customer. Customer is responsible for (i) keeping the City informed concerning its projected Water supply needs and operating requirements, (ii) planning and managing the Customer's System to promote Water conservation and efficient system operation, and (iii) paying Rates imposed by City pursuant hereto. Customer is also responsible for maintaining pumping and pressure requirements and storage capacity within Customer's System in accordance with rules and regulations set forth by the TCEQ, or its successor agency. Customer has advised the City that upon full development of the Property, Customer may be providing Water up to 400,000 gpd to its retail customers. Within six (6) months of the Effective Date, Customer shall provide the City with a report as to its existing and projected needs for the ensuing five (5) year period. Customer shall continue to provide City a report of Customer's existing and projected needs for the ensuing five-year period every third (3rd) year after the Effective Date of this Contract.

Article 3 Water Quantity; Quality; Price and Terms

A. Unit of Measurement

3.01 Unit of measurement. The unit of measurement for Water delivered under the provisions of this Contract shall be one thousand (1,000) gallons of Water, U.S. Standard Liquid Measure.

B. Water Quality

3.02 Delivery rates. Rates of delivery shall be regulated by a rate of flow controller installed by the Customer. Upon installation, ownership of the rate of flow controller and associated facility shall be transferred to the City, which shall operate, maintain, and have sole right of access to said facility.

3.03 Limitation of usage. The City shall have authority to limit Customer's usage in the event City does not have the availability to provide the usage permitted on the same basis as it is limiting usage to other similarly situated customers inside the corporate limits of the City. City will use its best efforts to remain in a position to furnish Water as herein contracted to be sold to Customer, but the City's obligations shall be limited in accordance with other conditions herein contained.

3.04 Insufficient supply. In the event the total Water supply available to the City shall be insufficient to meet all of the needs of the residents of the City and customers of Customer, the City may prorate the Water available among all customers of the City and Customer. In the event of shortage, Customer shall be furnished Water in a quantity which bears the same proportion to the total Water available to City for use by individual connections as the number of individual connections served by the City.

3.05 Outdoor watering restrictions. Customer may prescribe a schedule of hours covering use of Water for the watering of lawns and gardens by its customers, and require adherence hereto, or prohibit the use of Water for the watering of lawns and gardens, provided that if at any time the total Water supply available to Customer shall be insufficient to meet all the needs of its customers, Water must first be furnished to all customers of Customer sufficient to satisfy their needs for domestic purposes before supplying any Water for the watering of lawns and gardens. Should City

impose water restrictions suggested by NTMWD on City residents, Customer shall impose outdoor watering restrictions at least as strict as those of the City on its own customers.

3.06 Local Water use. The Parties acknowledge and agree that, notwithstanding any provisions of this Contract to the contrary, any Water supply made available to Customer hereunder shall be used solely in the Trinity River Basin and shall not be authorized for use outside of the Trinity River Basin.

3.07 Water conservation. Customer shall prepare, formally adopt, and implement a Water conservation and drought contingency plan(s) that is consistent with TCEQ requirements and that is consistent with similar plans adopted by the City. Customer may utilize any Water conservation measure, policy, or practice in order to achieve said Water conservation goals demanded by City. Should City impose Water restrictions suggested by NTMWD on City residents, Customer shall impose Water conservation requirements at least as strict as those of the City on its own customers.

3.08 [Reserved]

3.09 Emergency measures. If an Emergency dictates temporary conservation or rationing requirements for either City or Customer, either Party may implement any measures considered appropriate by it to alleviate the Emergency. If Customer implements measures to alleviate an Emergency, Customer shall notify City in writing within five (5) Days of implementing such measures.

3.10 Surface water impoundments; restrictions. Customer or its customers shall not use Treated Water for the purposes of filling or maintaining the level of surface water impoundments without the express written consent of the City.

3.11 Title to Water. Title to all Water supply to Customer shall be to the City up to the Delivery Point, at which point title shall pass to Customer. The City and Customer shall save and hold each other harmless from all claims, demands, and causes of action, which may be asserted by anyone on account of the transportation and delivery of said Water, while title remains in such Party. Notwithstanding anything contained herein to the contrary, the Parties hereto do not waive and hereby expressly retain any and all immunities and defenses, sovereign, legislative, official and otherwise, that each may now or hereafter possess. Nothing contained in this Contract shall be interpreted as conferring any rights to any person not a Party to this Contract.

3.12 Changes in Customer demand. Customer shall provide reasonable notice to City of any anticipated changes in demand requirements in excess of the projections previously supplied to the City. Such notice shall be utilized by City in determining whether construction of additional facilities or utilization of existing system capacity will be required. In the event of a change in demand requirements above 400,000 gpd, Customer shall be responsible for the cost of any additional facilities, or the utilization of existing excess system capacity (even if such utilization of existing capacity does not require additional construction). Payments by Customer contemplated by this section for additional facilities are required prior to the awarding of any construction contracts. Payment by Customer for utilization of existing excess capacity of more than 400,000 gpd must be paid prior to the capacity being provided.

3.13 Limitation on Supply. Customer understands and agrees that City's ability and capacity to provide increases in demand or volume is subject to available supply and ability to deliver Treated Water as may be determined by City through its sole source of such Water, NTMWD.

3.14 Other Contracts. The City reserves the right to enter into Water sale contracts with other entities under the same or similar provisions as contained in this Contract.

B. Quality

3.15 Potable Water. City shall furnish Customer treated Water suitable for human consumption in accordance with all applicable laws, rules, and regulations of this state.

3.16 Limit. The City guarantees the quality of Water provided to Customer only up to the Delivery Point. Customer specifically acknowledges that the quality of Water after passage through the Delivery Point is Customer's sole responsibility.

C. Price and Terms

3.17 Payment. For purposes of this Contract, Customer shall pay the City each month for the Water Supply Services provided under this Contract. The Customer shall be treated as one wholesale customer.

3.18 Rate. The rate per 1,000 gallons to be paid by the Customer will be based on the City's budgeted cost and subject to annual adjustment by the City in accordance with the terms hereof. The Rate shall initially be \$4.08 per 1,000 gallons as detailed in Exhibit "C". Said Rate includes, but may not necessarily be limited to, the Customer's proportionate share of cost including:

- a. The cost of water purchased from NTMWD as adjusted for an assumed 2% water loss factor;
- b. The cost of supplemental treatment of water by the City from NTMWD needed to maintain the quality of Water to the Delivery Point;
- c. The cost of transmitting water from the City's point of delivery from NTMWD to Customer's Delivery Point;
- d. Applicable general and administrative cost incurred by the City; and,
- e. Customer's proportional share of infrastructure improvements incurred by the City, including any additional water towers needed in order to provide the necessary supply of Water to the Development.

Once each year, beginning in the year the Customer's System is connected to the City's System at the Delivery Point, the City may review the Rate and adjust it to reflect the City's additional costs as reflected in the City's then current "cost of service" analysis utilized to set City's generally

applicable water rates. The City's current "cost of service" analysis is attached hereto as Exhibit "C".

3.19 Payment. Payment for Water service charges as calculated above shall be made each year by Customer to the City in monthly installments, each of which shall be based upon the prior month's usage. Each payment shall be due and payable on or before the last business day of the month following Customer's receipt of invoicing by the City.

3.20 Commencement of liability. Customer's liability and responsibility for making such payments, as herein set forth shall commence on the Effective Date of this Contract.

3.21 Failure to pay; consequences. In the event Customer shall fail to make any such monthly payment within the time required, interest on such amount shall accrue at the rate of ten percent (10%) per annum from the date such payment becomes due until paid in full with interest, as herein specified. In the event said payment is not made within sixty (60) days from the date such payment becomes due, the City may, at its option, avail itself of the following remedies:

a. Upon the occurrence of Customer's first failure to pay any amount billed for service under this Contract, which amount remains unpaid for more than sixty (60) days after its due date, Customer agrees to establish a security fund to be held in trust by City in the amount of three (3) month's average billings, from which City may withdraw funds to secure payment of the billing. Customer shall thereafter immediately replenish and restore the account to the required amount and maintain the full balance required in the fund for the remainder of the term of the Contract, notwithstanding City's withdrawals to satisfy billings remaining unpaid for more than sixty (60) days after the due date.

b. In the event that the security fund is not established, at the expiration of sixty (60) days after such amounts are due, Customer shall be in default under this Contract, and the City may invoke the remedies specified in Article 7.

c. The security fund shall be deposited with the Garland City Manager in cash, in the form of an unconditional, irrevocable standby letter of credit, a performance/surety bond, or other instrument or security in a form reasonably acceptable to the Garland City Attorney. The letter of credit, bond, or other instrument shall in no event require the consent of Customer prior to the collection by City of any amounts covered by the letter of credit, bond, or other instrument.

d. In the event that the security fund described herein above is not established at the expiration of ninety (90) days after such amounts are due, Customer agrees to the appointment of a Receiver, chosen solely by City and whose fees shall be paid by the Customer, for the purpose of allocating Customer's ongoing revenue so as to create and fully fund the above-described security fund and bring Customer's account with the City current. Once Customer's account is current and the above-described security fund is fully funded and the Receiver paid for his services, City shall dismiss the Receiver.

e. In the event a Receiver is appointed and the City is not being timely paid, City shall have the right to invoke this Contract's termination provisions.

3.22 No Equity. Customer acknowledges that it will accrue no equity or any other interest in the Garland System or any other assets of Garland as a result of payment or other performance pursuant to this Contract.

3.23 Initial rates; rate changes. Customer agrees that the Rate initially charged by the City and the policies defined in this Contract are just and reasonable, and does not adversely affect the public interest. The Rate charged by the City is subject to modification as provided herein. Customer agrees that any such change in the Rate by City in accordance with the provisions hereof is just and reasonable and does not adversely affect the public interest. Notwithstanding any provision to the contrary, Customer does not waive the right to file and pursue an appeal of any increase in Rate proposed or adopted by the City that is not in conformance with the terms of this Contract.

3.24 Rate modification. The Rate established by this Contract may be modified by the City Council of the City annually, or more frequently if the rate charged to the City by NTMWD is changed. Customer will be notified of any Rate modification at least sixty (60) days prior to the effective date of the new Rate.

3.25 This Section is intentionally left blank.

3.26 Customer's retail rates. Customer will determine and charge its retail water customers such rates as are determined by Customer. Customer represents and has determined that the wholesale water service to be obtained from City hereunder is absolutely necessary and essential to the present and future operation of Customer's water system, and accordingly all payments required by this Contract to be made by Customer shall constitute reasonable and necessary operating expenses of Customer's water system, with the effect that the obligation to make such payments from revenues of such water system shall have priority over any obligation to make payments from such revenues, whether of principal, interest, or otherwise, with respect to all bonds heretofore or hereafter issued by Customer, and all indebtedness undertaken by Customer unless this obligation is inconsistent with Customer's obligations under existing debt instruments as of the Effective Date, if any. Customer agrees throughout the term of this Contract to continuously operate and maintain its water system and to fix and collect such rates and charges for water services to be supplied by its water system as will produce revenues in an amount equal to at least all of its payments under this Contract.

3.27 Resale, connection outside Customer's service area prohibited. Customer agrees that it will not, during the term of this Contract, resell any of the treated water it purchases from City hereunder to any wholesale or other customer other than retail customers located within its boundaries, without prior written consent by the City Council of the City of Garland, Texas, based on a formal action of the Council. Customer shall not contract with individual or entity located outside Customer's boundaries to connect to Customer's System without City's prior written approval.

3.28 Impact Fees. Except as specifically provided herein, no other fees shall be due and payable by Customer to the City for water service. In particular, neither customer nor any retail customer located within the Property shall be required to pay to the City any “impact” or “capital recovery fee” related to water conveyance or treatment capacity or service.

Article 4 Point(s) of Delivery; Measuring Equipment

A. Delivery Point(s)

4.01 General. The Delivery Point(s) of water to Customer from the Garland System shall be the locations identified in Exhibit “B”, unless otherwise agreed by City and Customer.

4.02 Meter. Customer shall install a flow meter and a rate of flow controller to be set according to the contracted amount of water contained herein at the Delivery Point. All flow meters installed after the date of this Contract shall be equipped with Supervisory Control and Data Acquisition (“SCADA”) transmission devices compatible with the City’s existing system infrastructure. Upon installation and City approval of the flow meter and rate of flow controller, Customer shall transfer ownership of said equipment and facilities in which the equipment is installed to City at no cost.

4.03 Air Gap. Customer must provide an air gap prior to any connections of service between the City and the Customer. The City shall approve the air gap system. City reserves the right to inspect the air gap system.

4.04 Delivery of Water. City agrees to deliver at the Delivery Point(s) the quantities of Water herein contracted for, said Water to be delivered at the prevailing pressure which is maintained in the Garland System, it being specifically understood that the City is under no obligation to furnish pressurized treated Water to any connection between the Delivery Point and Customer’s facilities for sustaining and/or increasing pressure, nor is the City responsible for the pressurization of Water after it passes through the Delivery Point. The City is under no obligation to provide the Customer with a sufficient amount of treated Water for the Customer to meet its retail customers’ instantaneous demand, or to meet any minimum production, storage, service and pump requirements, or any other requirements imposed on the City by any Regulatory Requirements.

4.05 TCEQ compliance. Customer agrees that it shall take all reasonable measures to insure all lines and equipment installed or owned by its customers shall comply with the requirements of the TCEQ, as the same now exist or as they may be modified hereafter.

4.06 Connection facilities. Cost of all connection facilities from the Delivery Point to the Customer’s facilities shall be borne by Customer. Customer shall be responsible for the design, contracting, construction, and financing of all connection facilities and acquisition of any right-of-way for delivery of the Water from the applicable Delivery Point to Customer’s facilities. Notwithstanding the preceding, the City shall allow the Customer to utilize any water easements or rights-of-way dedicated to the City in order for Customer to extend Customer’s System to the Delivery Point(s). All plans for connecting Customer’s System to Garland’s System at the Delivery Point shall be submitted to the City for written approval with all designs, materials and specifications conforming to the City’s requirements prior to construction. The City shall have the

right to make periodic inspections during construction and shall have final approval of the Delivery Point(s). On the Effective Date, or, if the connection facilities have not been constructed as of the Effective Date, on such later date as the construction and installation of the connection facilities are complete, Customer shall transfer ownership of all connection facilities on the City's side of the Meter, including the Meter and the Vault in which the Meter is located, to City at no cost.

4.07 Facility improvements. Should the quantities desired by the Customer exceed 400,000 gpd and require improvements to the Garland System, or require the utilization of existing excess system capacity (even if such utilization of existing capacity does not require additional construction), Customer shall be responsible for their proportionate share of the cost of those improvements or any above described excess capacity utilization. Payments by Customer contemplated by this section for additional facilities are required prior to the awarding of any construction contracts and for the utilization of existing excess capacity payments must be made prior to such excess capacity being provided. Customer shall have no ownership interest in any such facility improvements.

4.08 Relocation of Delivery Points. Requests to relocate a Delivery Point shall be submitted in writing by the requesting Party. If the Parties mutually agree to relocate a Delivery Point, the Party requesting relocation will be responsible for funding all costs related to constructing the improvements, unless the Parties agree on a division of costs based on mutual benefit.

a. For any costs attributable to the Customer for improvements constructed by the City, the Customer shall be responsible for reimbursing the City, as agreed upon in writing, for the cost of such improvements including, but not limited to, the acquisition of any easements or right-of-way. Prior to construction, the Parties will enter into a written agreement to specify the manner and timeframe for such reimbursement to the City and the time for and costs of construction.

b. If the Customer is to construct the necessary improvements for a relocated Delivery Point, the Customer will submit to documents to acquire rights-of-way and will submit plans for the construction of the improvements to the City for approval prior to commencing construction. If the City approves the documents and plans submitted, the City will give Customer notice of said approval in writing within a commercially reasonable time. During the construction, City may, but is not obligated to, inspect improvements under construction, at its sole cost. All costs for the construction of the improvements, including the costs for any easements and/or rights-of-way, shall be borne as agreed upon in writing. City may, but is not obligated to make a final inspection and approval, at its sole cost, after construction of the improvements is completed and before the improvements are approved, by the City, for use; provided, however, such approval shall not be unreasonably withheld or delayed. Customer shall transfer ownership of all facilities constructed for the relocated Delivery Point to City upon completion.

4.09 Additional Delivery Points. It is anticipated that Customer may request an additional delivery point(s) and/ or delivery line(s). Such request(s) shall be made in writing by Customer and City shall provide a written response within a commercially reasonable amount of time after receipt of such request. If additional Delivery Point(s) and/or line(s) are mutually agreed upon,

the Parties shall, prior to and as a condition of any binding agreement regarding such matters, agree in writing as to the responsibility, whether shared or assigned to one Party, for the costs associated therewith.

a. For any costs attributable to Customer for improvements constructed by the City, Customer shall reimburse the City for the entire cost of the improvements, including the acquisition of any easements or rights-of-way. Prior to beginning construction, the Parties will enter into a written agreement for the City (i) to approve the amount of anticipated construction costs, and (ii) to specify the manner and timeframe for such reimbursements to the City and the time for construction.

b. If the Customer is to construct the necessary improvements for an additional Delivery Point(s) and/or delivery line(s), the Customer will submit documents to acquire rights-of-way and/or easements and will submit plans for the construction of the improvements to the City for approval prior to construction commencing; provided, however, such approval shall not be unreasonably withheld or delayed. If the City approves the documents and plans submitted, the City will give the Customer notice of said approval in writing. During the construction of such improvements, the City may, but is not obligated to, inspect improvements, the City may, but is not obligated to, inspect improvements under construction at its sole cost. All cost for the construction of the improvements, including the costs for any easements and/or rights-of-way, shall be borne by the Customer. The City may, but is not obligated to, make a final inspection and approval, at its sole cost after construction of the improvements are completed and before the City approves the improvements for use; provided, however, such approval shall not be unreasonably withheld or delayed. Customer shall transfer ownership of all facilities constructed for the relocated Delivery Points to City upon completion of construction.

4.10 Delivery Point improvements. If the Customer requests that improvements be made to a Delivery Point(s), the Customer shall submit the request in writing to the City. If the City approves the request, the Parties will then decide whether the City or the Customer will be responsible for constructing the improvements and shall follow the procedures set forth in Section 4.09: provided, however, such approval shall not be unreasonably withheld or delayed. Customer shall transfer ownership of any such improvements to the City upon completion and acceptance by the City.

4.11 Water release valves. All valves releasing Water from the Garland System to Customer shall be solely owned, operated and maintained by the City. Customer shall not obstruct or block access to those valves.

4.12 Easements; right-of-ways; ownership of improvements. Any acquired easements or right-of-way shall name the City as a grantee for the portion of the easement or right-of-way on the City's side of the Delivery Point. Upon the completion of construction and final approval by the City of any new, relocated or improved Delivery Point and/or Metering Point, Customer shall transfer ownership of the constructed improvements and metering device and appurtenances on the City's side of the Delivery Point to the City.

4.13 Interruption of service for maintenance. Notwithstanding anything in this Contract or in the requirements of any regulatory agency to the contrary, City shall be entitled at any and all times to install, repair, maintain, and replace such equipment or devices or to take any other action under an Emergency (including reduction or cessation of water service to Customer) as necessary or appropriate to allow City at all times to maintain a minimum pressure as required by applicable law or regulation at all retail service locations directly served by City. The City shall use commercially reasonable efforts to work with Customer to install, repair, maintain, and replace such equipment and devices at a time to minimize the impact on Customer's System. The City shall make every reasonable effort to expedite the restoration of service in a timely manner.

B. Transmission lines

4.14 Customer Transmission Lines. Customer shall be responsible for the construction and associated construction costs of any additional water transmission line on Customer's side of the Meter. Customer shall maintain ownership of said water transmission line for the term of this Contract and shall be responsible for the maintenance and repair of said water transmission line.

4.15 City Transmission Lines. Customer understands that in order for the City to deliver 400,000 gpd of Water to the Delivery Point(s) reflected on the attached **Exhibit "B,"** the City will be required to make the improvements to the City's Transmission Lines reflected in the attached **Exhibit "B"**. Customer agrees that prior to the initial delivery of Water to the Delivery Point(s), the City, at the sole cost of Customer, shall make the improvements to the City's Transmission Lines reflected in the attached **Exhibit "B"**.

4.16 Temporary Water Service. At such time as the developer of the Development initiates the construction of infrastructure to serve the Property, the City shall authorize such developer and its contractors to obtain temporary water service from the City in the same manner and under the same conditions as such temporary water service is made available to contractors working within the City.

4.17 [Reserved].

C. Measuring Equipment

4.18 Installation. Customer shall furnish and install, at its own expense, at the Delivery Point the Meter(s), as approved by the City, for measuring properly the quantity of Water delivered under this Contract. Such facilities shall be conveyed to the City upon completion.

4.19 Maintenance; calibration. City shall operate and maintain the Meter(s) and shall read each Meter monthly. City will also cause the Meter(s) to be tested and calibrated at intervals of not more than every twelve (12) months. The cost of testing will be borne solely by City, provided however, that if any special test is made at the request of the Customer and shall disclose that the meter is recording accurately, Customer shall bear the cost for such test. Customer will be notified in writing of the planned Meter testing and calibration and will be invoiced for said testing and calibration on the invoice following the performance of the service. Once notified, Customer's representative may request to be present when such testing and calibration is performed.

4.20 Meter accuracy; corrections. Meters registering not more than one and one-half percent (1.5%) above or below normal shall be deemed accurate. Any Meter readings which testing has found to be inaccurate shall be corrected for the ninety (90) days preceding the test in according with the percentage of inaccuracy found. Should any Meter fail to register for any period, the amount payable shall be based upon the Water delivered in the corresponding period immediately prior the failure, unless the City and Customer shall agree to the amount of Water furnished during such period.

4.21 Meter readings. The Meter(s) used under this Contract shall be read on the last day of each calendar month by the City's operator and shall be available for checking and verification by a representative of Customer during normal business hours of the City.

D. Access

4.22 Delivery Point(s). Customer shall not impede City access to any of the City-owned equipment, facilities, or Delivery Points. Customer shall obtain all necessary easements for access prior to transferring ownership to City. City shall have the sole right to secure and control access to the City-owned equipment, facilities, and Delivery Points. Customer may request access to inspect the City-owned equipment, facilities, and Delivery Points contemplated by this Contract by presenting such request, in writing, to the Director during normal business hours. City shall provide access within 72 hours of receiving the request for access from Customer. City shall have the right to oversee these inspections.

Article 5 Force Majeure

5.01 No Default. No Party hereto shall be considered to be in default in the performance of any of the obligations hereunder (other than obligations of either Party to pay costs and expenses) if such failure of performance shall be due to circumstances beyond the reasonable control of the Parties, including but not limited to, the failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute and action or non-action by a failure to obtain the necessary authorizations and approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage, or restraint by a court order or public authority, which by the exercise of due diligence and foresight the Party could not have reasonably been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Either Party rendered unable to fulfill any obligation by reason of an uncontrollable force shall exercise due diligence to enable fulfillment of its obligations under this Contract.

5.02 Temporary Interruption of Service. In the event the proper operation of the Garland System, as a result of the above, requires Garland to temporarily interrupt all or part of the services to Customer, Customer shall not recover any damages from Garland arising from or related to the temporary interruption of services, including, but not limited to, any direct or consequential damages.

Article 6 Dispute resolution

6.01 Disputes other than Rate or Fee disputes; abatement. 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 Contract, the Parties will first attempt to resolve the dispute by taking the following steps:

- a. The dissatisfied Party shall deliver a written notice substantially describing the nature of the dispute to the other Party, requesting the other Party to deliver a written response within five days after receipt of the notice of dispute;
- b. If the response does not, in the opinion of the dissatisfied Party, reasonably resolve the dispute, the dissatisfied Party shall notify the other Party in writing. Each Party shall then 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; and
- c. 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.

Any suit filed prior to performing these steps shall be abated pending completion of this step process. This Section shall not apply to any disputes regarding rates or fees City charges Customer.

6.02 Rate or Fee Disputes. Customer agrees that, as a condition precedent to instituting any lawsuit or other proceeding arising from a rate or fee dispute (including any surcharges City may assess) under this Contract, Customer shall first attempt to resolve the dispute by taking the following steps:

- a. Customer shall deliver a written notice substantially describing the nature of and reasons for the dispute to City;
- b. City shall respond to the dispute notification in writing within ten (10) business days after receipt of the notice of dispute;
- c. If Customer does not believe City's response reasonably resolves the dispute, Customer may, within ten (10) business days after receipt of City's response, request, in writing, that the Garland City Council consider the rate or fee dispute; and
- d. City shall, within ten business days of receipt of Customer's written request that the Garland City Council consider the dispute, and place the matter on the Garland City Council agenda for either a regular or special meeting.

6.03 Presentation of Rate dispute. Customer shall appear before and have one (1) hour to present any evidence and arguments it has regarding any Rate or fee dispute to the Garland City Council. The Garland City Council shall issue a written final decision regarding the Rate or fee dispute within ten (10) business days after Customer's appearance.

6.04 Condition precedent. The provisions of this Article 6 are a condition precedent to the filing of any other action or complaint with any regulatory authority, governing body, or state or federal court.

6.05 Expenses. Customer shall have the right to challenge any change in the Rate in violation of this Contract before the PUC; however, if the PUC states that the Rate violates the public interest, City shall have, if exercised within six months of the PUC decision, the immediate right to invoke the termination provisions of Section 1.03 of this Contract. If Customer initiates or participates in any proceeding regarding the Water rate and City's policies under this Contract and advocate a position that is adverse to City, and City prevails, Customer shall reimburse City for its reasonable expenses, including attorneys' fees in the proceeding, within thirty days after City's demand for payment.

Article 7 Breach of Contract / Remedies

7.01 Termination and Material breach. Any material breach of the duties or the obligations of this Contract, or failure to faithfully keep and perform any of the terms, conditions and provisions hereof shall be subject to the remedies provided herein, including but not limited to termination. The non-breaching Party shall provide the breaching Party ninety days written notice of its intention to terminate this Contract if the breaching Party fails to cure the material breach. The written notice shall include a reasonable description of the breach. If the Customer is the breaching Party, and fails or refuses to cure the breach, then City shall have the right, with three years advance written additional notice to Customer and without any liability whatsoever on the part of City, to declare this Contract terminated. In the event of termination of this Contract, all rights, powers, and privileges of Customer shall cease and terminate and Customer shall make no claim of any kind whatsoever against City, its agents or representatives, by reason of such termination or any act incident thereto. In the event the City gives notice of termination, and Customer subsequently cures the material breach, City may, in its sole discretion, withdraw the termination notice. In any event, the non-breaching Party shall advise the alleged breaching Party in writing immediately upon acceptance of the cure of any default. The following shall, without limitation, be considered to be a material breach:

- a. Customer's failure to adopt and enforce policies or standards necessary to enforce any applicable City ordinances, or any applicable state or federal laws or regulations;
- b. Customer's failure to pay any bill, charge or fee as provided for in this Contract;
- c. Customer's failure to provide City ingress and egress for purposes of sampling and operation and maintenance of any metering or any sampling facility;
- d. Customer's failure to provide City rights-of-way as required herein;
- e. City's failure to timely provide water to Customer in an amount sufficient to serve the existing customers of the Customer as well as new customers seeking water service, up

to the maximum amount set forth in Article 2, as may be subsequently modified pursuant to Section 3.12.

7.02 Failure to provide notice of breach is not waiver - City. City's failure to provide a notice of breach or acceptance of any benefits under this Contract for any period of time after Customer's material breach, default or failure is not a waiver by City of any rights relative to any subsequent material breach, default or failure.

7.03 Failure to provide notice of breach is not waiver - Customer. Customer's failure to provide a notice of breach or acceptance of any benefits under this Contract for any period of time after City's breach, default or failure is not a waiver by Customer of any rights relative to any subsequent material breach, default or failure.

7.04 Remedies. If a Party is in default under this Contract, then the non-defaulting Party shall be entitled to all remedies available under applicable law including, but not limited to, specific performance, injunctive relief, mandamus relief, damages; and termination as provided in Section 7.01. Each Party hereto acknowledges that this Contract is for the providing of goods and services and, pursuant to Section 271.151, Texas Local Government Code, each has waived its immunity from suit solely for the purpose of the other Party enforcing the express terms, conditions, and obligations of this Contract.

Article 8 Hold Harmless

Customer hereby agrees to hold the City whole and harmless from any claims or damages to Customer's Water mains or Water system resulting from the rate of flow or quantity of Water delivered, from any claims or damages arising as a result of the chemical or bacteriological content of Water provided, unless such damages resulting from the chemical or bacteriological content of the Water are caused by the negligence of the City, and from any act or omission of any representative, agent, customer, employee, or invitee of Customer, including any and all other claims for damages, cost, and expenses, including reasonable attorney's fees and costs of court, if any, that may arise out of, or be occasioned by, this Contract or any of its activities unless such damages result from the gross negligence or willful misconduct of the City.

Article 9 Miscellaneous

9.01 Waiver. No covenant or condition of this Contract may be waived without the express written consent of the waiving Party. No failure by any Party to insist upon the strict or timely performance of any covenant, duty, agreement, term or condition of this Contract shall constitute a waiver of any such covenant, duty, agreement, term or condition. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Contract shall in no way impair such right or constitute a waiver of such right or a waiver of any breach theretofore or thereafter occurring.

9.02 Enforcement; venue. In addition to any other remedy as may be provided by law, this Contract shall be specifically enforceable by the Parties hereto. Venue for any action shall be in Dallas County, Texas.

9.03 Severability. It is agreed that, in the event any term or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such term or provision shall in no way affect any other term or provision contained herein; further, this Contract shall then continue as if such invalid term or provision had not been contained herein.

9.04 Assignment. Neither this Contract nor any of the rights or obligations hereunder may be assigned by Customer to any other party without the express written consent of the City Council of the City of Garland.

9.05 Regulatory bodies. This Contract shall be subject to all valid rules, regulations, and law applicable hereto, passed or promulgated by the United State of America, the State of Texas, or any government body or agency thereof having lawful jurisdiction, or any authorized representative or agency of any of them.

9.06 Legislative changes. Customer agrees to abide by any changes in this Contract made necessary by any amendment or revision to state or federal regulations.

9.07 Statutory interpretation. In each instance herein where reference is made to a federal or state regulation or statute or to the Garland Code of Ordinances, it is the intention of the Parties that, at any given time, the then current federal or state regulation or statute or Garland ordinance shall apply. If a publication or reference work referred to herein is discontinued or ceases to be the generally accepted work in its field, or if conditions change, or new methods or processes are implemented by Garland, new standards shall be adopted that are in compliance with state and federal laws and any valid rules and regulations pursuant thereto.

9.08 Federal grants and assistance. City shall comply with all federal, state and local government requirements necessary to obtain grants and assistance for system design, system construction and studies. Customer agrees to assist City in compliance by setting adequate rates, establishing proper user charges and complying with governmental requirements.

9.09 Headings not binding. Section or article headings in this Contract are for convenience only and do not purport to accurately or completely describe the contents of any section or article. Such headings are not to be construed as a part of this Contract or any way defining, limiting or amplifying the provisions hereof.

9.10 Sole agreement. This Contract represents the entire and integrated Wholesale Water Contract between City and Customer, and supersedes all prior negotiations, representations or agreements, either written or oral, with regard to the subject matter hereof. This Contract may be amended and modified only by written instrument signed by all Parties. There are no oral agreements between the Parties.

9.11 Third-party beneficiaries. This Contract shall inure only to the benefit of the Parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Contract. Each Party hereto shall be solely responsible for the fulfillment of its

customer's contracts or commitments, and City shall not be construed to be responsible for Customer's contracts or commitments by virtue of this Contract or any provision contained herein.

9.12 Inspection and audit of records. Complete records and accounts shall be maintained by each Party for a minimum period of five (5) years or such longer period of time as may be required by applicable law. Each Party shall at all times, upon notice, have the right at reasonable times to examine and inspect records and accounts relating to this Contract during normal business hours; and further, if required by any law, rule or regulation, make the records and accounts available to federal and state auditors.

9.13 Adopting resolution; copies. Each Party shall provide the other Party with a copy of the minute action, order, ordinance or resolution authorizing the execution of this Contract.

9.14 Strict interpretation. This is a negotiated document. Should any part of this Contract be in dispute, the Parties agree that the terms and provisions of this Contract shall not be construed more favorably for or strictly against any Party.

9.15 Notice. All notices or communications provided for herein or necessary in connection with this Contract shall be in writing and hand delivered or sent certified mail, postage prepaid, return receipt requested to:

Bryan Bradford, City Manager
City of Garland
200 N. Fifth Street
Garland, Texas 75040

Dallas County Municipal Utility District No. 4
c/o Coats|Rose P.C.
Attn: Mindy Koehne
14755 Preston Road, Suite 600
Dallas, Texas 75254

Either Party may change its address by providing written notice to the other Party.

Article 10 Exhibits

10.01 The following Exhibits are attached to and made a part of this Contract, and are incorporated by reference for any and all purposes wherever reference is made to same:

Exhibit "A" – The legal description of the Property.

Exhibit "B" – The Basin Map, including the location of the initial Approved Delivery Points at the time this Contract is executed and required improvements to City Transmission Lines.

Exhibit "C" – The calculation of initial Rate approved by the Garland City Council and methodology for future Rate increases.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate originals on the date first written above, which date shall also be the effective date hereof.

Executed on this ____ day of _____, 2020

CITY OF GARLAND

Bryan Bradford
City Manager

Executed on this ____ day of _____, 2020

Dallas County Municipal Utility District No. 4

President DCMUD No.4

EXHIBIT A
THE PROPERTY

EXHIBIT 'A'

**DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS**

LEGAL DESCRIPTION

BEING all that parcel of land located in the City of Dallas ETJ, being in Dallas County, Texas, a part of the Balis OC Pound Survey, Abstract No. 1143, a part of the B.O.C. Pound Survey, Abstract No. 1168, being a part of that called 326.422 acres tract of land described in a Special Warranty Deed to D.R. Horton-Texas, Ltd., recorded in Document No. 200503632072, Official Public Records of Dallas County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod found at the southeast corner of said 326.422 acre tract of land and said point being in the centerline of Barnes Bridge Road (a variable width right-of-way);

THENCE North 21 degrees 05 minutes 46 seconds East, 10.70 feet along the east line of said 326.422 acre tract of land to a point in the northerly line of the City of Dallas's city limit line and being the POINT OF BEGINNING of this tract of land;

THENCE along the northerly line of said City of Dallas's city limit line as follows:

North 89 degrees 47 minutes 53 seconds West, 1,274.59 feet to a point for corner;

North 89 degrees 26 minutes 30 seconds West, 56.76 feet to a point found in the west line of said 326.422 acre tract of land and being in the centerline of Bobtown Road (a variable width right-of-way);

THENCE along the west line of said 326.422 acre tract of land and along the centerline of Bobtown Road as follows:

North 01 degrees 35 minutes 31 seconds West, 55.19 feet to a one-half inch iron rod found for corner;

Northwesterly, 205.37 feet along a non-tangent curve to the left having a radius of 997.98 feet, a central angle of 11 degrees 47 minutes 27 seconds, a tangent of 103.05 feet, and whose chord bears North 05 degrees 22 minutes 21 seconds West, 205.01 feet to a one-half inch iron rod found for corner;

Northwesterly, 115.24 along a compound curve to the left having a radius of 938.20 feet, a central angle of 07 degrees 02 minutes 15 seconds, a tangent of 57.69 feet, and whose chord bears North 14 degrees 18 minutes 26 seconds West, 115.16 feet a point in the southerly line of the City of Garland's city limit line;

SHEET 1 OF 11

Drawing: H:\Projects\10E286--Cypress Cove\dwg\SURVEY\263.444 ac - Boundary Exhibit.dwg Saved By: aboock

DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS

THENCE North 52 degrees 23 minutes 17 seconds East, 37.52 feet along the southerly line of the City of Garland's city limit line to a point for corner;

THENCE along the easterly line of the City of Garland's city limit line as follows:

Northwesterly, 43.67 feet along a non-tangent curve to the right having a radius of 984.93 feet, a central angle of 02 degrees 32 minutes 25 seconds, a tangent of 21.84 feet, and whose chord bears North 20 degrees 54 minutes 05 seconds West, 43.67 feet to a one-half inch iron rod found for corner;

North 22 degrees 10 minutes 18 seconds West, 166.66 feet to a point for corner;

Northwesterly, 358.40 feet along a tangent curve to the right having a radius of 924.30 feet, a central angle of 22 degrees 13 minutes 00 seconds, a tangent of 181.48, and whose chord bears North 11 degrees 03 minutes 48 seconds West, 356.16 feet to a point for corner;

North 00 degrees 02 minutes 42 seconds East, 1,651.80 feet to a point found in a southerly line of the City of Dallas's city limit line;

THENCE along the southerly line of the City of Dallas's city limit line as follows:

South 89 degrees 47 minutes 53 seconds East, 1,312.71 feet to a point for corner;

North 00 degrees 03 minutes 51 seconds East, 2,129.89 feet to a point for corner;

South 89 degrees 06 minutes 14 seconds East, 36.69 feet to a point for corner;

South 88 degrees 15 minutes 38 seconds East, 62.48 feet to a point for corner;

North 87 degrees 06 minutes 47 seconds East, 58.54 feet to a point for corner;

North 84 degrees 54 minutes 17 seconds East, 184.63 feet to a point for corner;

South 75 degrees 36 minutes 30 seconds East, 20.35 feet to a point for corner;

South 75 degrees 22 minutes 54 seconds East, 38.93 feet to a point for corner;

North 22 degrees 58 minutes 06 seconds East, 38.64 feet to a point for corner;

North 82 degrees 21 minutes 06 seconds East, 175.75 feet to a point for corner;

North 88 degrees 38 minutes 06 seconds East, 147.23 feet to a point for corner;

SHEET 2 OF 11

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DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS

South 65 degrees 54 minutes 54 seconds East, 118.04 feet to a point for corner;
South 05 degrees 12 minutes 53 seconds East, 8.95 feet to a point for corner;
South 65 degrees 37 minutes 17 seconds East, 59.31 feet to a point for corner;
North 01 degrees 30 minutes 58 seconds West, 50.23 feet to a point for corner;
South 79 degrees 32 minutes 07 seconds East, 42.16 feet to a point for corner;
North 68 degrees 41 minutes 01 seconds East, 47.94 feet to a point for corner;
South 71 degrees 32 minutes 54 seconds East, 81.51 feet to a point for corner;
North 37 degrees 17 minutes 54 seconds East, 55.00 feet to a point for corner;
North 18 degrees 47 minutes 23 seconds West, 95.16 feet to a point for corner;
North 21 degrees 16 minutes 08 seconds East, 44.16 feet to a point for corner;
South 43 degrees 24 minutes 59 seconds East, 48.04 feet to a point for corner;
North 86 degrees 34 minutes 34 seconds East, 97.97 feet to a point for corner;
North 14 degrees 09 minutes 08 seconds West, 62.44 feet to a point for corner;
North 41 degrees 02 minutes 42 seconds East, 30.05 feet to a point for corner;
South 60 degrees 52 minutes 00 seconds East, 25.68 feet to a point for corner;
North 53 degrees 17 minutes 13 seconds East, 136.99 feet to a point for corner;
South 83 degrees 04 minutes 09 seconds East, 297.96 feet to a point for corner;
North 03 degrees 35 minutes 32 seconds East, 243.43 feet to a point for corner;
South 87 degrees 21 minutes 51 seconds East, 279.10 feet to point for corner;
South 01 degrees 45 minutes 28 seconds West, 279.69 feet to a point for corner;
South 82 degrees 00 minutes 36 seconds East, 317.63 feet to a point for corner;

SHEET 3 OF 11

Drawing: It \Projects\H0E296-Cypress Cove\dwg\SURVEY\263.444 ac - Boundary Exhibit.dwg Saved By: aboock

DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS

South 37 degrees 37 minutes 07 seconds East, 513.25 feet to a point for corner;

South 78 degrees 33 minutes 37 seconds East, 183.43 feet to a point found in the east line of said 326.422 acre tract of land and being in the west line of that tract of land conveyed to the City of Dallas recorded in Volume 67048, Page 649, Deed Records Dallas County, Texas;

THENCE along the east line of said 326.422 acre tract of land as follows:

South 41 degrees 47 minutes 13 seconds East, 405.66 feet to a concrete monument found for corner;

South 27 degrees 42 minutes 20 seconds East, 40.47 feet to a concrete monument found for corner;

South 00 degrees 28 minutes 25 seconds West, 408.96 feet to a point for corner;

South 46 degrees 07 minutes 49 seconds West, 1,273.54 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 11 degrees 40 minutes 40 seconds West, 278.55 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 11 degrees 41 minutes 07 seconds West, 95.45 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 10 degrees 33 minutes 03 seconds West, 44.77 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 65 degrees 51 minutes 45 seconds West, 36.23 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 65 degrees 57 minutes 13 seconds West, 654.22 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 66 degrees 06 minutes 48 seconds West, 293.77 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 65 degrees 52 minutes 04 seconds West, 209.91 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 21 degrees 04 minutes 05 seconds West, 538.06 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 21 degrees 10 minutes 36 seconds West, 285.82 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 21 degrees 05 minutes 20 seconds West, 365.34 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

South 20 degrees 59 minutes 37 seconds West, 311.73 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

SHEET 4 OF 11

Drawing: H:\Projects\110E286-Cypress Cove\dwg\SURVEY\263.444.ac - Boundary Exhibit.dwg Saved By: sboudk

**DALLAS COUNTY MUD. NO. 4
263.444 ACRES
BALES OC POUND SURVEY, ABSTRACT NO. 1143
BALES OC POUND SURVEY, ABSTRACT NO. 1168
CITY OF DALLAS ETJ, DALLAS COUNTY, TEXAS**

South 21 degrees 05 minutes 54 seconds West, 290.42 feet to a five-eighths iron rod with yellow cap stamped "Cotton Surveying" found for corner;

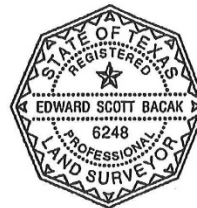
South 21 degrees 05 minutes 46 seconds West, 285.09 feet to the POINT OF BEGINNING and containing 11,475,640 square feet or 263.444 acres of land.

Bearings based on monuments found along the east line of that called 326.422 acre tract of land described in a Special Warranty Deed to D.R. Horton-Texas, Ltd., recorded in Document No. 200503632072, of the Official Public Records of Dallas County, Texas.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

E. S. Bacak

EDWARD SCOTT BACAK,
R.P.L.S. #6248
Dated: October 15, 2018

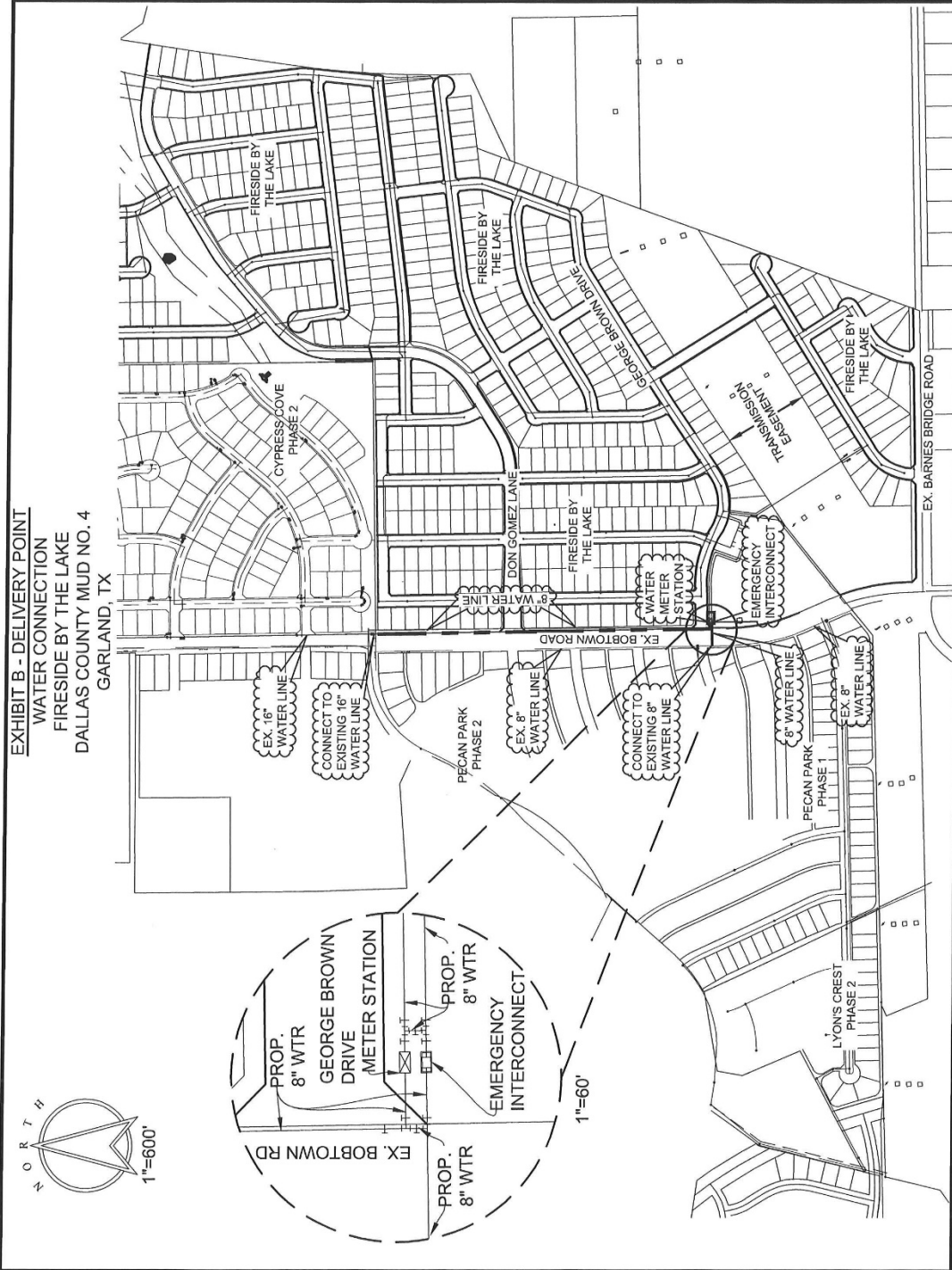


SHEET 5 OF 11

Drawing: It \Projects\HOE286-Cypress Cove\dwg\SURVEY\263.444 ac - Boundary Exhibit.dwg Saved By: ebacok

EXHIBIT B

DELIVERY POINT(S) AND REQUIRED IMPROVEMENTS
TO CITY TRANSMISSION LINES



Plotting by: areeves Plot Date: 10/13/2020 8:44 AM
Drawing: H:\Projects\HOE290-F-reside by the Lake\Phase 1\Engineering\dwg\Exhibits\HOE290-Garlands\swr\ExBAppConf\Print.dwg Saved By: areeves Save Time: 10/13/2020 8:44 AM



Teresa L. Parker

From: Melissa Brunger <Melissa.Brunger@freese.com>
Sent: Wednesday, August 5, 2020 7:14 PM
To: Mark Hill; Jeff Miles
Cc: Kucera, Wes; Daniel Dewey; Lee Radley; Ashcraft, Robert; Geneva Caponi
Subject: RE: Fireside by the Lake (aka Cypress Cove) / Dallas County MUD 4 - Water discussion

Mark,

These flow rates represent the peak flow rate under typical operating conditions (peak hour demand in a dry, hot year) based on the City's hydraulic model. The flow rate of 2 MGD is based on the projected peak flow needed by the development, which is what we plugged into the model to size projects. I think the proposed infrastructure could provide a higher flow rate if needed (even under typical operating conditions). We can come up with this higher number if it's helpful.

We aren't looking at a fire flow event, but the peak flow rate would be even higher as TCEQ allows pressures to drop under 35 psi in a fire event. We are assuming that the MUD will have ground storage on site that would be used for fire volume. Do we need to look at a higher flow rate based on fire volume needs?

Melissa

Melissa Brunger, P.E.
Freese and Nichols, Inc.
214-217-2323

From: Mark Hill <mdhill@fmi-dallas.com>
Sent: Wednesday, August 5, 2020 5:46 PM
To: Melissa Brunger <Melissa.Brunger@freese.com>; Jeff Miles <jmiles@milesdevcon.com>
Cc: Kucera, Wes <WKucera@garlandtx.gov>; Daniel Dewey <ddewey@jbipartners.com>; Lee Radley <lradley@jbipartners.com>; Ashcraft, Robert <RAshcraf@garlandtx.gov>; Geneva Caponi <Geneva.Caponi@freese.com>
Subject: RE: Fireside by the Lake (aka Cypress Cove) / Dallas County MUD 4 - Water discussion

External Email. Use caution when clicking links or opening attachments.

Melissa, I am trying to verify that for peak or fire flow conditions, we can get enough water from the system to meet our demands. So ultimately, when the "valve is opened", all we will receive is 1,388 gpm into our system. Is that correct?

Mark D. Hill, P.E.
Freeman-Millican, Inc.
Tx. Eng. Firm 2827
12160 Abrams Road, Suite 508
Dallas, Texas 75243
(214) 503-0555 ext. 115
mdhill@fmi-dallas.com

From: Melissa Brunger [<mailto:Melissa.Brunger@freese.com>]
Sent: Wednesday, August 05, 2020 5:16 PM
To: Mark Hill <mdhill@fmi-dallas.com>; Jeff Miles <jmiles@milesdevcon.com>

Cc: Kucera, Wes <WKucera@garlandtx.gov>; Daniel Dewey <ddewey@jbipartners.com>; Lee Radley <lradley@jbipartners.com>; Ashcraft, Robert <RAshcraf@garlandtx.gov>; Geneva Caponi <Geneva.Caponi@freese.com>
Subject: RE: Fireside by the Lake (aka Cypress Cove) / Dallas County MUD 4 - Water discussion

Hi Mark,

I apologize for the delay in getting this information to you. See the table below and let me know if you have any questions.

Scenario	Peak Flow Rate Available (MGD)
No Improvements	0.5
With Proposed 16-inch Line Crossing I-30	0.7
With Both Proposed Water Lines	2.0*

* The peak modeled flow rate was 2 MGD based on the projected number of units and corresponding water demands. The water system should be able to handle additional flow above 2 MGD if needed- let me know if you think a higher peak flow rate will be needed, and we can look at this in more detail.

Melissa

Melissa Brunger, P.E.
Freese and Nichols, Inc.
214-217-2323

From: Mark Hill <mdhill@fmi-dallas.com>
Sent: Thursday, June 25, 2020 10:56 PM
To: Melissa Brunger <Melissa.Brunger@freese.com>; Jeff Miles <jmiles@milesdevcon.com>
Cc: Kucera, Wes <WKucera@garlandtx.gov>; Daniel Dewey <ddewey@jbipartners.com>; Lee Radley <lradley@jbipartners.com>; Ashcraft, Robert <RAshcraf@garlandtx.gov>; Geneva Caponi <Geneva.Caponi@freese.com>
Subject: RE: Fireside by the Lake (aka Cypress Cove) / Dallas County MUD 4 - Water discussion

External Email. Use caution when clicking links or opening attachments.

Melissa,

Is there a flow rate limit (both before and after the improvements)?

Mark

Mark D. Hill, P.E.
Freeman-Millican, Inc.
Tx. Eng. Firm 2827
12160 Abrams Road, Suite 508
Dallas, Texas 75243
(214) 503-0555 ext. 115
mdhill@fmi-dallas.com

From: Melissa Brunger [<mailto:Melissa.Brunger@freese.com>]
Sent: Thursday, June 25, 2020 9:43 PM
To: Jeff Miles <jmiles@milesdevcon.com>
Cc: Kucera, Wes <WKucera@garlandtx.gov>; Daniel Dewey <ddewey@jbipartners.com>; Lee Radley <lradley@jbipartners.com>; Mark Hill <mdhill@fmi-dallas.com>; Ashcraft, Robert <RAshcraf@garlandtx.gov>; Geneva

Caponi <Geneva.Caponi@freese.com>

Subject: RE: Fireside by the Lake (aka Cypress Cove) / Dallas County MUD 4 - Water discussion

Hi Jeff,

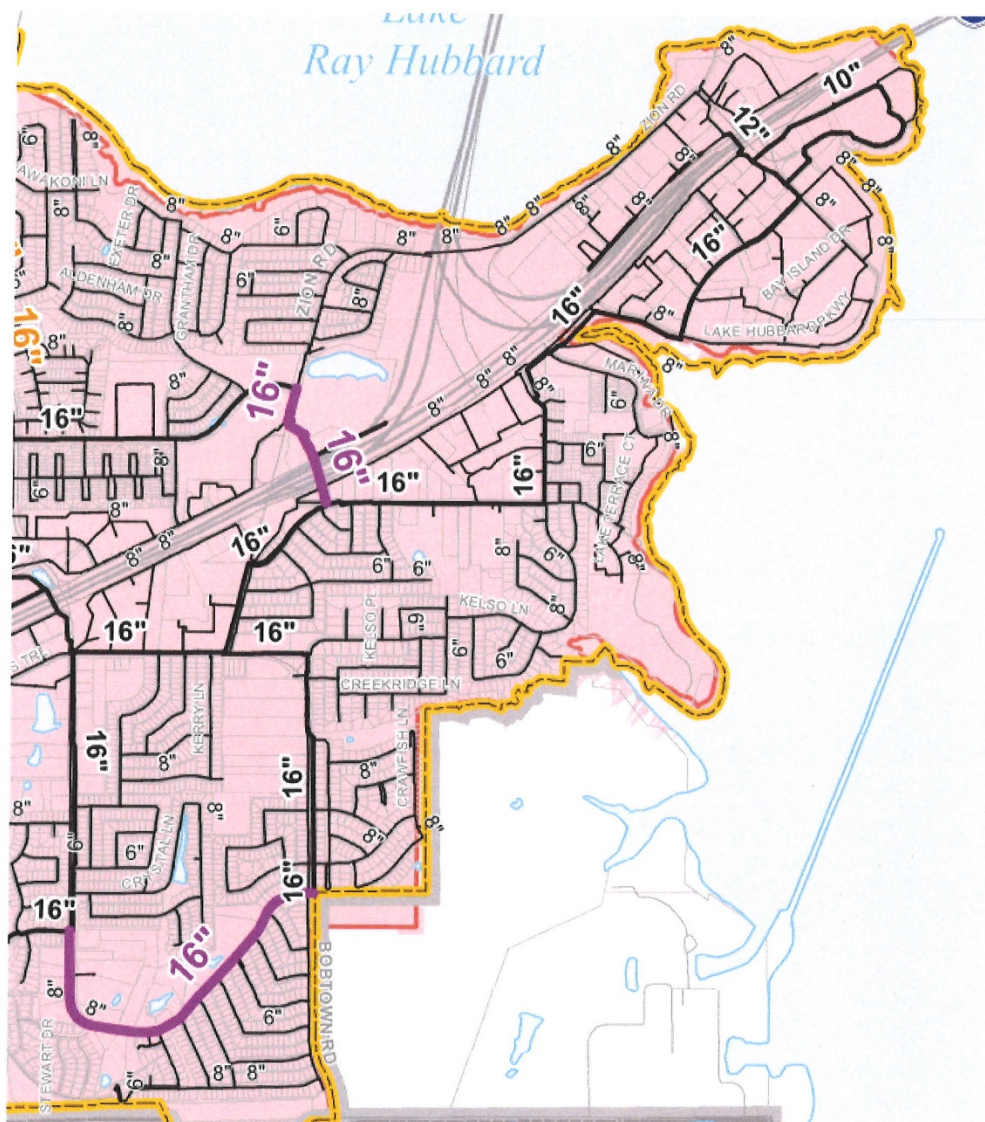
Yes, we did. Based on our conference call, the modeled peak demand supplied by City of Garland is 1.3 MGD. A summary of findings is included below.

- The existing Garland water system can support approximately 300 Fireside by the Lake connections without any improvements.
- Two water line improvements are recommended to support buildout of the development and are shown on the map below in purple.
 1. The proposed 16-inch water line crossing I-30 is recommended to be in service first at 300 Fireside by the Lake connections.
 2. The proposed 16-inch water line along Lyons Road is recommended to be in service at approximately 450 Fireside by the Lake connections.

Let me know if you have any questions or would like to discuss this in more detail.

Thank you!

Melissa



Melissa Brunger, P.E.
 Freese and Nichols, Inc.
 214-217-2323

From: Jeff Miles <jmiles@milesdevcon.com>
Sent: Tuesday, June 23, 2020 7:32 AM
To: Melissa Brunger <Melissa.Brunger@freese.com>
Cc: Kucera, Wes <WKucera@garlandtx.gov>; Daniel Dewey <ddewey@jbipartners.com>; Lee Radley <lradley@jbipartners.com>; Mark Hill <mdhill@fmi-dallas.com> <mdhill@fmi-dallas.com>
Subject: Re: Fireside by the Lake (aka Cypress Cove) / Dallas County MUD 4 - Water discussion

External Email. Use caution when clicking links or opening attachments.

Melissa, following up on our conference call. Has your team run the water scenarios we discussed?

Thanks.

Jeff Miles
214.402.0010

On Jun 1, 2020, at 3:56 PM, Melissa Brunger <Melissa.Brunger@freese.com> wrote:

Hi Jeff,

Yes, Wes connected with me late last week regarding this. Here are some days and times that I am free this week- let me know what works best for you and your team.

- Tuesday, June 2nd- 9:30 am- 1 pm
- Wednesday, June 3rd - 9:00 am- 5 pm
- Thursday, June 4th – any time with the exception of 1-3 pm

Melissa

Melissa Brunger, P.E.
Freese and Nichols, Inc.
214-217-2323

From: Jeff Miles <jmiles@milesdevcon.com>
Sent: Monday, June 1, 2020 8:02 AM
To: Melissa Brunger <Melissa.Brunger@freese.com>; Kucera, Wes <WKucera@garlandtx.gov>
Cc: Daniel Dewey <ddewey@jbipartners.com>; Lee Radley <lradley@jbipartners.com>; Mark Hill (mdhill@fmi-dallas.com) <mdhill@fmi-dallas.com>
Subject: Fireside by the Lake (aka Cypress Cove) / Dallas County MUD 4 - Water discussion

External Email. Use caution when clicking links or opening attachments.

Good morning Melissa,

Wes said he talked to you late last week about our project, specifically water. We are needing to nail down the point of connection and what we could expect in the way of maximum flow rate. I was hoping we could schedule a call later this week to discuss. I have copied Daniel Dewey and Lee Radley with JBI Partners, Inc., who are the land development engineers for the project, as well as Mark Hill with Freeman-Millican, Inc. who will be designing the water tank and pump facilities.

Let us know what might work for you. Thanks.

Jeff Miles
214.402.0010

This electronic mail message is intended exclusively for the individual or entity to which it is addressed. This message, together with any attachment, may contain the sender's organization's confidential and privileged information. The recipient is hereby notified to treat the information as confidential and privileged and to not disclose or use the information except as authorized by sender's organization. Any unauthorized review, printing, retention, copying, disclosure, distribution, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this message in error, please immediately contact the sender by reply email and delete all copies of the material from any computer. Thank you for your cooperation.

EXHIBIT C

CALCULATION OF CURRENT CITY RATE AND METHODOLOGY FOR CALCULATING COST OF SERVICE

City of Garland, Texas Development of Cypress Cove Wholesale Rate
--

NTMWD Rate	\$	2.99	
Assumed Loss Factor		2.00%	
NTMWD Adjusted for Loss	\$	3.05	(a)
Supply/Treatment Cost from COS Study	\$	0.44	(b)
Distribution Cost from COS Study	\$	0.94	
% Adjustment to Reflect Transmission Component		20.00%	
Transmission Component	\$	0.19	(c)
Total Rate Before Mark-up	\$	3.68	(a) + (b) + (c) = (d)
Administrative Mark-up (% of Gross Rev)		2.18%	
G&A and In Lieu of Payments (% of Gross Rev)		8.76%	
Subtotal		10.93%	(e)
Total Rate W/Mark-up	\$	4.08	(d) * (1+ (e))
Comparisons (Cost per 1,000 gal):			
5,000 gallon retail customer	\$	9.84	
10,000 gallon retail customer		7.86	
15,000 gallon retail customer		7.20	

Source:
WATER COS_FY 21_9-8-20.xls



GARLAND PLANNING REPORT

City Council Regular Session Agenda

12. a.

Meeting Date: 12/15/2020

Item Title: Z 20-33 Josh Adams (District 4)

Submitted By: Nabiha Ahmed, Development Planner

REQUEST

Approval of a Change in Zoning from Single-Family-7 (SF-7) District to Agricultural (AG) District.

LOCATION

905 and 911 East Oates Road

OWNER

Josh Adams

PLAN COMMISSION RECOMMENDATION

On November 23, 2020 the Plan Commission, by a vote of eight (8) to one (1), recommended approval of a Change in Zoning from Single-Family-7 (SF-7) District to Agricultural (AG) District.

STAFF RECOMMENDATION

Approval of Change in Zoning from Single-Family-7 (SF-7) District to Agricultural (AG) District.

BACKGROUND

The applicant requests approval of a Change in Zoning from Single-Family-7 (SF-7) District to Agricultural (AG) District for a small farm use to grow fruits and vegetables to sell off-site. The subject property is currently undeveloped.

SITE DATA

The subject site contains approximately 3.54 acres. The site has approximately 263 lineal feet of frontage along East Oates Road.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Single-Family-7 (SF-7) District. The Single-Family-7 (SF-7) District is intended to provide for development of primarily low-density detached single-family residences on a variety of lot sizes, churches, schools, and public parks in logical, livable, and sustainable neighborhoods. The applicant proposes to change the zoning to Agricultural (AG) District for a small farm use.

CONSIDERATIONS

1. The request is a traditional rezoning without the formation of a Planned Development (PD) District. These requests do not require Detail Plan approval to commence or direct development. Development is dependent on the standards set forth by the Garland Development Code (GDC) and the goals and policies established within the Envision Garland 2030 Comprehensive Plan. A Change in Zoning is not intended to restrict uses or secure development performances beyond what is permitted within the proposed zoning district and the GDC. Accordingly, the GDC requires careful consideration as to how closely the proposed district follows the policies of the Envision Garland 2030 Comprehensive Plan, and to what degree the rezoning will impact surrounding and future development.
2. The Agricultural (AG) District is intended for vacant land which is not yet ready for development, land which is used for agricultural or open space purposes, land which due to its topography or location within a floodplain or other undevelopable area is not anticipated to be developed for more intense use, and land which has been newly annexed into the City of Garland. Land that has been newly annexed into the City is initially zoned Agricultural until it is zoned another more permanent zoning classification in the future. Single-family uses on large lots are appropriate in this district.
3. The GDC provides the tools to ensure that development standards which promote efficient use of land and resources and which are supportive of the policies of the Comprehensive Plan are incorporated into site development, including but not limited to building and site design.
4. The intent of the request is for a small farm use on the subject property. The applicant will combine the subject property and property to southwest (which is zoned AG) to grow fruits and vegetables. There is a single-family detached home on the property to the southwest.
5. Small farms have become more common in urban and suburban areas in recent years, as small vegetable and fruit farms can successfully provide fresh and quality local produce.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland 2030 Comprehensive Plan designates the subject property Compact Neighborhoods. Compact Neighborhoods provide areas for moderate increases in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns. These areas provide transitions between traditional residential neighborhoods and higher density residential neighborhoods and non-residential developments. These areas accommodate uses such as convenience retail (goods and services), office space, and public services. The architectural character and scale of these areas are compatible with adjacent residential development. Although the Agricultural (AG) District is not representative of Compact Neighborhoods, the proposed small farm use would be compatible and not disruptive to Compact Neighborhoods. It may also provide local resources for the community.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The surrounding properties are primarily developed with residential uses. The properties to the north are zoned Planned Development (PD) District 82-100 for Multi-Family use and Planned Development (PD) District 85-17 for Neighborhood Office use; these properties are developed with townhomes and a church. The property to the east is zoned Single-Family-7 (SF-7) District; it is developed with a single-family home. The properties to the south, across East Oates Road, are zoned Single-Family-7 (SF-7) District; these properties are developed with single-family detached homes. The property to the southwest is zoned Agricultural (AG) District; it is developed with a single-family detached home.

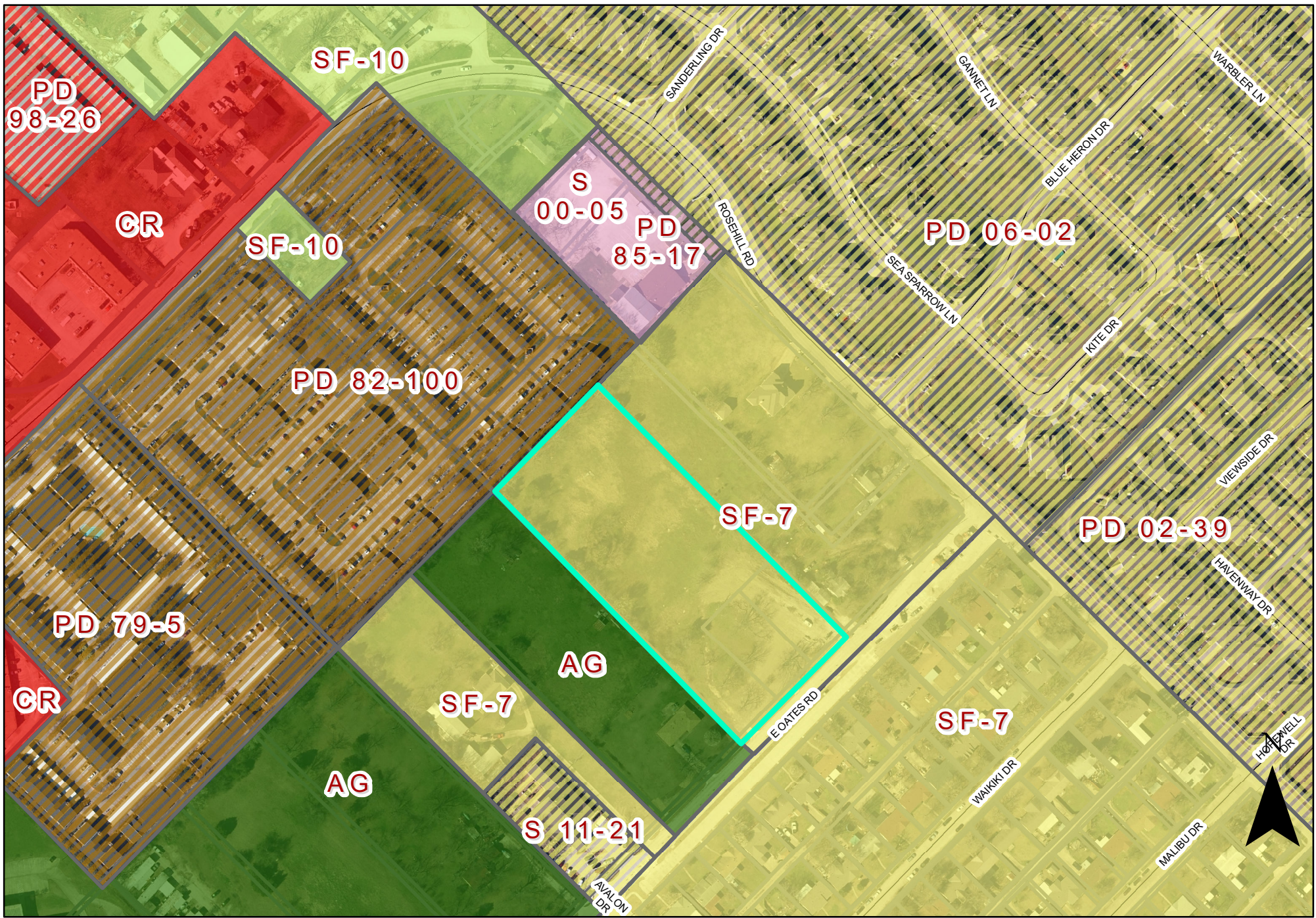
Attachments

Z 20-33 Location Map

Z 20-33 R&M

Z 20-33 Responses

Z 20-33 Staff Presentation



0 125 250 Feet 1 inch = 215 feet	Zoning Map Z 20-33	 INDICATES AREA OF REQUEST
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REPORT & MINUTES

P.C. Meeting, November 23, 2020

Consideration of the application of **Josh Adams**, requesting approval of a Change in in Zoning from Single-Family-7 (SF-7) District to Agricultural (AG) District. This property is located at 905 and 911 East Oates Road. (District 4) (File Z 20-33)

Nabiha Ahmed, Development Planner, presented the staff report.

The applicant, Josh Adams, 829 East Oates, Garland, Texas was available for questions.

Commissioner Jenkins asked the applicant what exactly he is proposing with the property. He asked if the Multi-family properties will be a deterrent or cause problems with a proposed farm.

Mr. Adams explained his intent is to establish raised bed farming. He stated periodically trash is thrown over fencing from the apartment complexes.

Chairman Roberts reiterated this is not intended to a farmers market, no ponds, no insecticide, will be organic.

Mr. Adams confirmed his farming will be done organically without the use of pesticides.

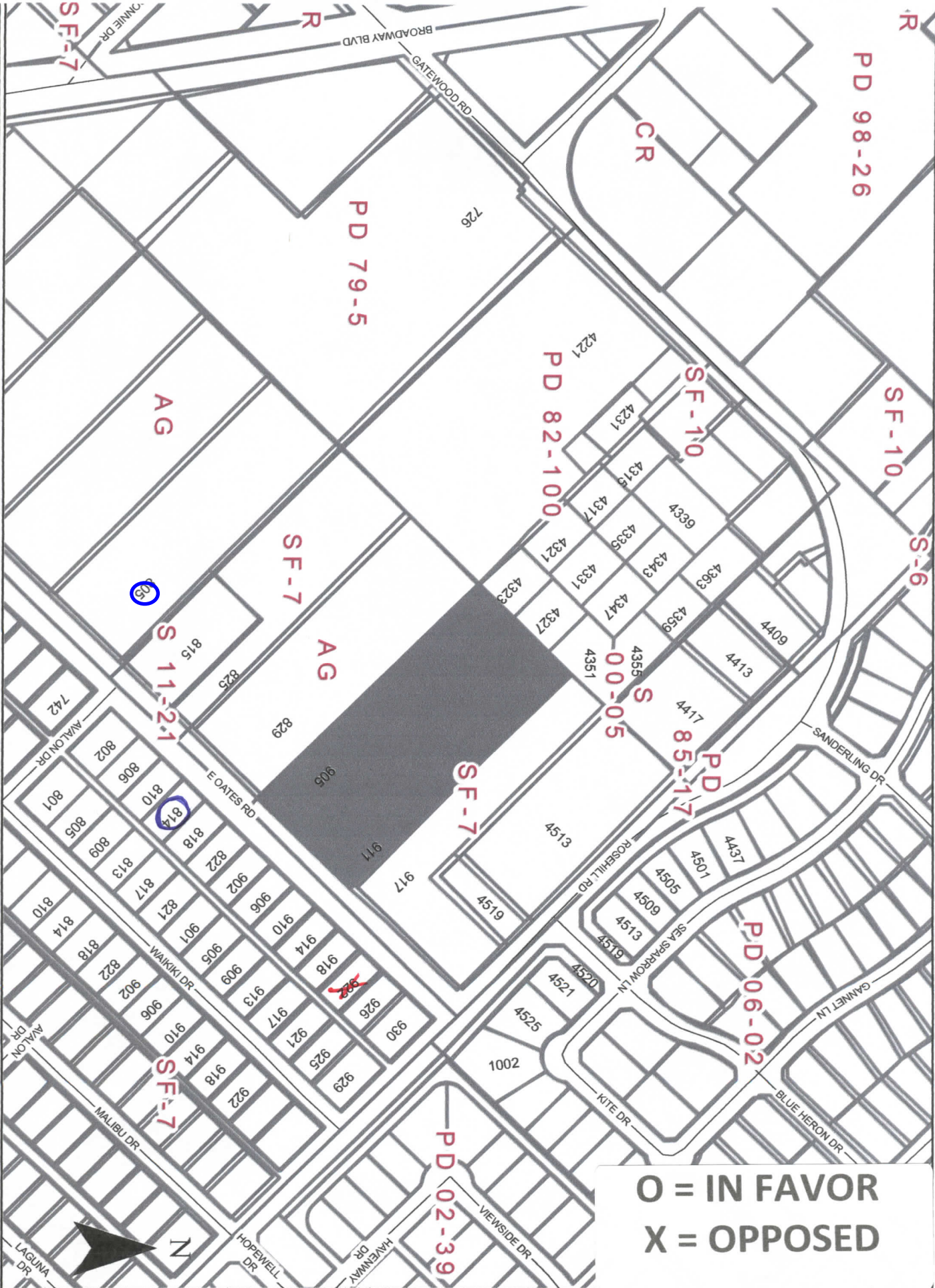
Commissioner O'Hara asked if he has spoken with the surrounding neighbors.

Mr. Adams stated he has only spoken with one of the neighbors and indicated there was no opposition from that neighbor.

Commissioner Welborn asked staff what prevents this from being a business.

Ms. Ahmed stated if the applicant wants a farmers market, he would be required to apply for a Specific Use Provision.

Motion was made by Commissioner O'Hara to close the public hearing and **approve** the request per staff recommendation. Seconded by Commissioner Ott. **Motion carried: 8 Ayes, 1 Nay** from Commissioner Welborn.



O = IN FAVOR
X = OPPOSED

(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

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

(Please complete the following information)

805 EAST OATES ROAD
Your Property Address

MICHAEL L SERBANICH
Printed Name

805 EAST OATES ROAD GARLAND TEXAS 75043
Address City, State Zip

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

Michael L. Serbanich OWNER
Signature Title

Date: NOVEMBER 23, 2020

Allmendinger, Tracy

From: Keith <messagekeith@me.com>
Sent: Monday, November 16, 2020 12:32 PM
To: Planning Group
Subject: File Z 20-33

Sherman Short here - homeowner and reside at 814 Waikiki Dr; Garland TX 75043.

Regarding the rezoning of Lots 44 and 45 Rose hill Acreage Homesites. I have the following concerns:

If this a commercial farm that will be opening for the growing and selling of fruits and vegetables? or a family farm?

If it's a family farm, I would have slight reservations as I have seen rezones for a resident strictly for tax savings, I see lots of "farms" that plant a few rows of corn, but that never gets harvested and is just there for the tax breaks.

My concern with that would be any large pools or bodies of water that go standing - It's a moss pit for mosquitos which we don't need.

My other concern would be the amount of pesticides that are planning to be used. There is already enough contaminants in the ground - Does this farm plan to use organic growing methods?

If this is truly gong to be a workable farm (especially if it's managed thru organics and not pesticides) - god bless, I fully support the rezoning and say all the power to them as we need more Organically grown Agriculture!!!

Thanks and Best Regards,

Sherman Keith Short
214-253-9666

(Please Check One Below)

_____ I am in favor of the request.

☒ I am opposed to the request.

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

I don't trust the city or Josh Adams.
You state in this notice, primarily for
fruits & vegetables. What else would the
re-zoning entitle Josh to do with the
property?
(Please complete the following information)

Your Property Address

922 E OATES Rd for 30 yrs

Robert & GEORGIAN Resendez

Printed Name

Same AS Above

Garland TX

75043

Address

City, State

Zip

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

Georgian Resendez

Signature

Home Owner

Title

Date:

11/16/2020

Z 20-33

Approval of a Change in Zoning from Single-Family-7 (SF-7) District to Agricultural (AG) District.

**City Council Meeting
December 15, 2020**



GARLAND

TEXAS MADE HERE

Case Information

Location: 905 and 911 East Oates Road

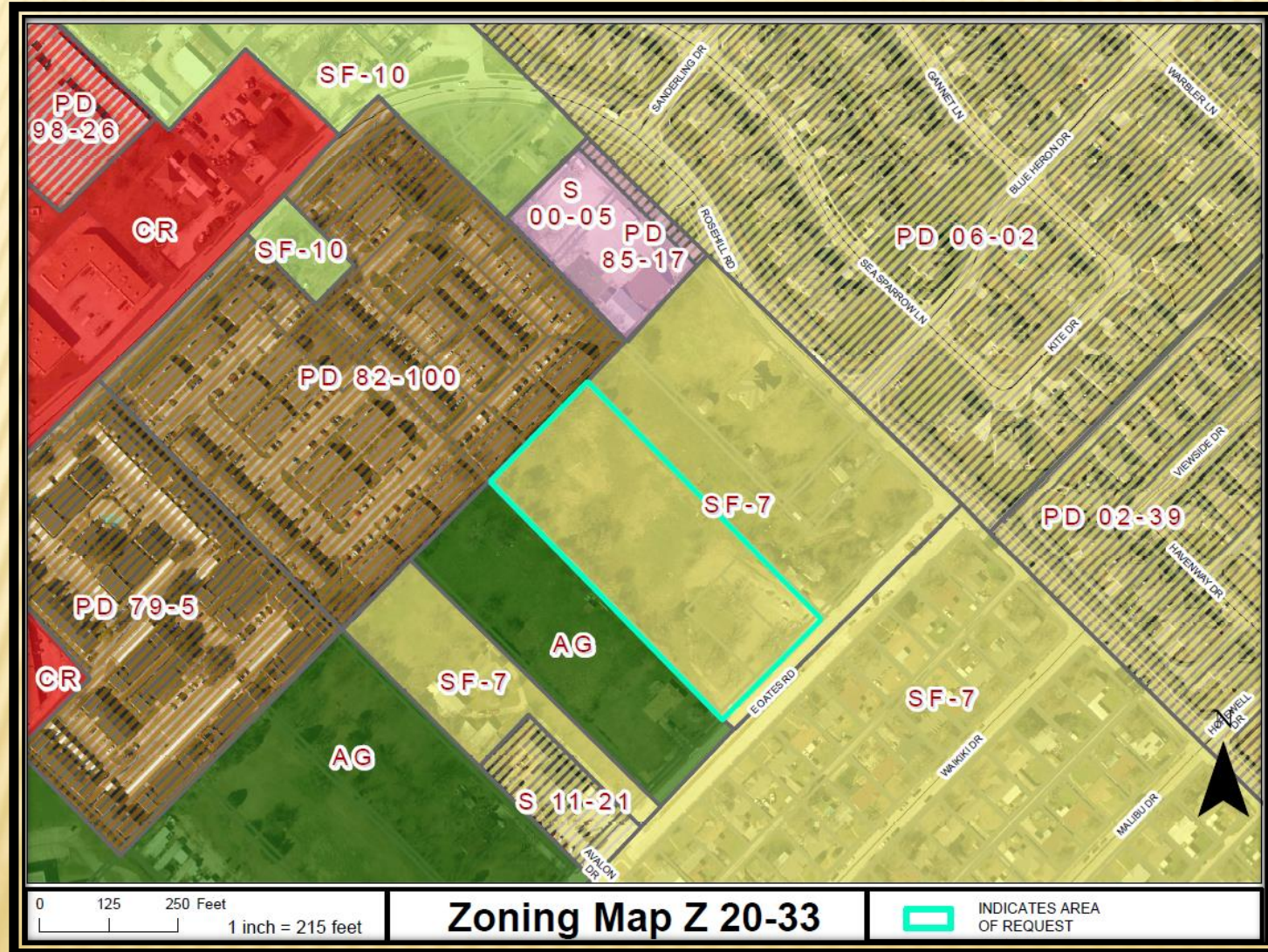
Applicant: Josh Adams

Owner: Josh Adams

Acreage: 3.54 acres

Zoning: Single-Family-7 (SF-7) District

Location Map



Photos



Looking at the subject property from East Oates Road



Looking east of the subject property from East Oates Road



Looking south of the subject property from East Oates Road



Looking north of the subject property from Rosehill Road.

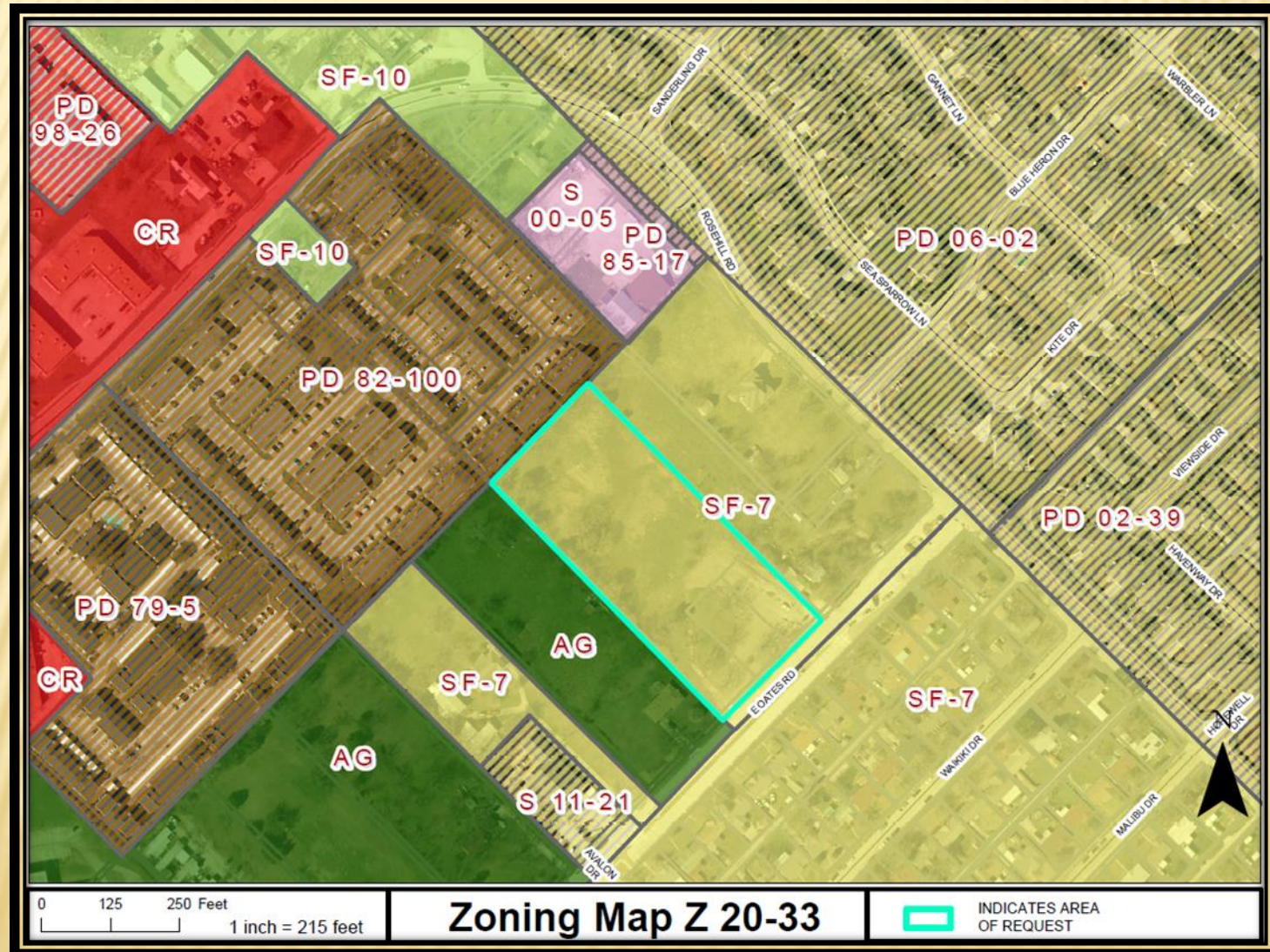
Considerations

- The applicant requests approval of a Change in Zoning from Single-Family-7 (SF-7) District to Agricultural (AG) District for a small farm use to primarily grow fruits and vegetables to sell off-site. The subject property is currently undeveloped.
- The request is a traditional rezoning without the formation of a Planned Development (PD) District.
- The Agricultural (AG) District is intended for vacant land which is not yet ready for development, land which is used for agricultural or open space purposes, land which due to its topography or location within a floodplain or other undevelopable area is not anticipated to be developed for more intense use, and land which has been newly annexed into the City of Garland.

Envision Garland

- The Future Land Use Map of the Envision Garland plan designates the subject property as Compact Neighborhoods.
- Although the Agricultural (AG) District is not representative of Compact Neighborhoods, the proposed small farm use would be compatible and not disruptive to Compact Neighborhoods. It may also provide local resources for the community.

Location Map





GARLAND PLANNING REPORT

City Council Regular Session Agenda

12. b.

Meeting Date: 12/15/2020

Item Title: Z 20-37 Masterplan - Zoning (District 7)

Submitted By: Nabiha Ahmed, Development Planner

REQUEST

Approval of an Amendment to Planned Development (PD) District 16-35 for Multi-Family Use.

LOCATION

4501 North Garland Avenue

OWNER

Jefferson Woodlands, LLC

PLAN COMMISSION RECOMMENDATION

On November 23, 2020 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of an Amendment to Planned Development (PD) District 16-35 for Multi-Family Use.

STAFF RECOMMENDATION

Approval of an Amendment to Planned Development (PD) District 16-35 for Multi-Family Use.

BACKGROUND

This site is part of a larger area which the City Council approved for Multi-Family Dwelling units, Elder Care-Independent and Assisted Living (senior apartments), Neighborhood Services (NS) District Uses, and Restaurant Use on several different tracts.

This site is developed with an apartment complex. Due to a prospective real estate transaction, the applicant requests to amend and align the zoning ordinance with the as-built conditions. No physical changes to the site are proposed with this request.

SITE DATA

The subject site contains approximately 15.2 acres. The site has approximately 1003 lineal feet of frontage along North Garland Avenue.

USE OF PROPERTY UNDER CURRENT ZONING

The area of request is Tract 4 of Planned Development (PD) 16-35, which is specifically designated for Multi-Family dwelling units. The Multi-Family (MF) District is an attached residential district intended to promote stable, quality, attached-occupancy residential development in livable, sustainable, and compact residential communities at a maximum density of eighteen dwelling units per acre. The principal allowed land uses include low-rise to mid-rise multiple-family dwelling structures that are renter-occupied or owner-occupied (as in condominiums). Recreational, religious, health, and educational uses normally located to serve residential areas are also allowed in this district. This district should be located adjacent to an arterial or collector street, and can serve as a buffer between nonresidential development or heavy automobile traffic and medium-density or low-density residential development. This district accommodates a variety of housing types including triplexes, quadplexes, apartments, and condominiums.

CONSIDERATIONS

1. The request is to amend the existing Planned Development (PD) District 16-35 to align the zoning ordinance with the as-built conditions. The subject site is already developed. No physical changes are proposed with this request.

Development Standards	PD 16-35	As-Built Conditions
Surface Parking	203	204
Covered Parking Spaces	212	221*
Garage Spaces	152	147
Tandem Parking Spaces	42	55**
Total Parking Spaces	609	614
Minimum One-bedroom unit floor area	728 SF	712 SF
Overall unit floor area average	922 SF	926 SF

*13 of the covered spaces are covered tandem spaces

**Applies to parking supply to satisfy the requirements

2. Screening and landscaping shall be in general conformance with the Landscape Plan set forth in Exhibit D. The applicant does not intend to make any changes to the approved landscape plan from Planned Development (PD) District 16-35.
3. The site is developed. There are no modifications requested with the approved building elevations.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland 2030 Comprehensive Plan designates the subject property Urban Neighborhoods. Urban Neighborhoods are higher density residential developments. This residential option may utilize vertical mixed-use integrated into the surrounding area, reflecting the area's dominant character or, when desired, promoting a new character. This type of development should encourage access to a range of mobility options and is generally located in the vicinity of major intersections and/or secondary arterial streets, with proximity to significant bus or rail amenities.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The surrounding properties are primarily developed with commercial and residential uses. The properties to the northwest are zoned PD 16-16 for Multi-Family Residential Dwellings and it is under construction and Planned Development (PD) District 17-52 for Mixed Use; it is currently undeveloped . The property to the northeast is zoned Planned Development (PD) District 19-04 for Mixed Use; it is currently undeveloped. The property to the southeast is zoned Agriculture (AG) District; it is developed with a water park. The property to the south is zoned Planned Development (PD) District 16-35 for Mixed Use; it is currently undeveloped.

Attachments

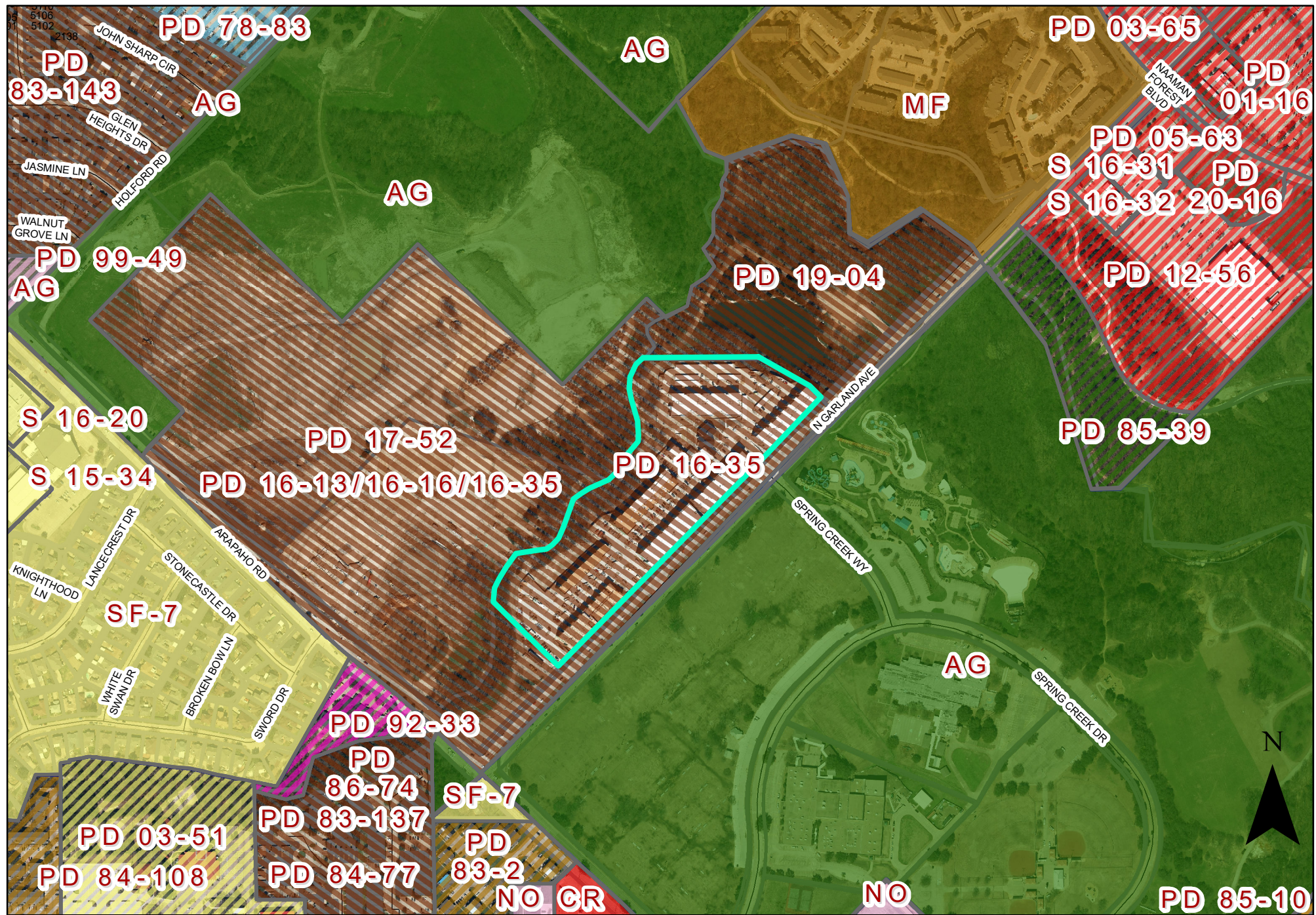
Z 20-37 Location Map

Z 20-37 Exhibit B

Z 20-37 Zoning R&M

Z 20-37 Responses

Z 20-37 Staff Presentation



0 300 600 Feet
1 inch = 500 feet

Zoning Map Z 20-37



INDICATES AREA
OF REQUEST

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 20-37

4501 North Garland Avenue

- I. Statement of Purpose:** The purpose of this Planned Development is to amend and align the zoning ordinance with the as-built conditions.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773 and Planned Development (PD) District 16-35 as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Multi-Family (MF) District as set forth in Chapter 2 of the Garland Development Code and Planned Development (PD) 16-35 District are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- Detail Plan: Development shall be in general conformance with the Detail Plan labeled Exhibit C through Exhibit D. In the event there is conflict between the approved Detail Plan and the Specific Regulations below, the Specific Regulations shall apply.
- V. Specific Conditions:**
- A. Permitted Uses: Permitted uses are those uses allowed in the Multi-Family (MF) District.
- B. Site Plan: The site layout, building placement, parking and other development proposed shall be in general conformance with the approved Site Plan labeled Exhibit C.
- C. Landscape Plan: Screening and landscaping shall be in general conformance with the Landscape Plan labeled Exhibit D.
- D. Tandem Parking Spaces: A maximum of fifty-five (55) tandem parking spaces are allowed.
- E. Garage Parking Spaces: A minimum of 147 garage spaces are required on the subject property.

F. Minimum One-Bedroom Floor Area: The minimum area for a one-bedroom unit shall be 712 square feet.

G. Average Unit Floor Area: The average unit floor area is 926 square feet.

REPORT & MINUTES

P.C. Meeting, November 23, 2020

Consideration of the application of **Masterplan**, requesting approval of an Amendment to Planned Development (PD) 16-35 for Multi-Family Use. This property is located at 4501 North Garland Avenue. (District 7) (File Z 20-37 - Zoning)

Nabiha Ahmed, Development Planner, presented the staff report.

Commissioner Jenkins asked the intent of the developer regarding the submitted Landscape Plan.

Ms. Ahmed stated the Landscape Plan details what is currently on the property and conforms with the current landscaping requirements.

The applicant, Maxwell Fisher, 2201 Main Street, Dallas, Texas, provided an overview of the request. The applicant remained available for questions. There were no questions of this applicant.

Motion was made by Commissioner Dalton to close the public hearing and **approve** the request per staff recommendation. Seconded by Commissioner Welborn. **Motion carried: 9 Ayes, 0 Nays.**

From: [Guerin, Will](#)
To: [Allmendinger, Tracy](#)
Subject: FW: Masterplan File Z 20-37
Date: Monday, November 30, 2020 10:01:19 AM
Attachments: [image001.png](#)

Can you add this to the Z 20-37 responses? Thanks.

From: Michael Holigan <michael@holigan.com>
Sent: Monday, November 30, 2020 9:36 AM
To: Guerin, Will <WGuerin@garlandtx.gov>
Subject: Masterplan File Z 20-37

Will,

We received notice of Masterplan's hearing on December 15th. As the adjacent land owner, we have no objections to their application.

Thank you,

Michael



Michael Holigan

| Holigan Communities
| mobile: [214-597-3569](tel:214-597-3569)
| phone: 972-385-2620
| site: www.Holigan.com
| address: 14114 Dallas Pkwy #265 Dallas, Texas 75254

Z 20-37

**Approval of an Amendment to Planned Development (PD)
District 16-35 for Multi-Family Use.**

Approval of a Detail Plan for Multi-Family Use.

**City Council Meeting
December 15, 2020**



GARLAND

TEXAS MADE HERE

Case Information

Location: 4501 North Garland Avenue

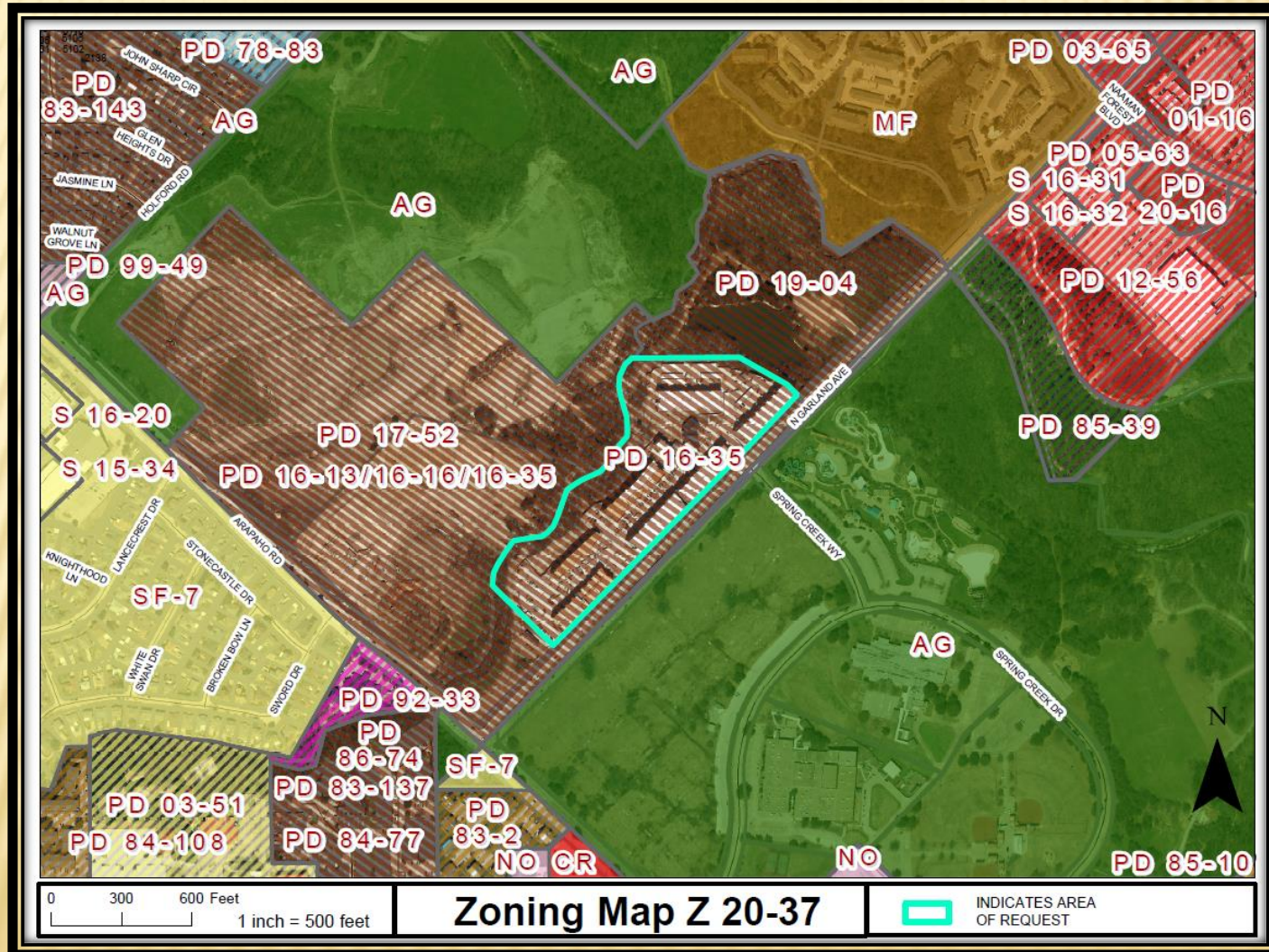
Applicant: Masterplan

Owner: Jefferson Woodlands, LLC

Acreage: Approximately 15.2 acres

Zoning: Planned Development 16-35 District

Location Map



Photos



Looking at the subject property from North Garland Avenue



Looking southeast of the subject property from North Garland Avenue.



Looking west of the subject property from North Garland Avenue



Looking north of the subject property

Summary Table

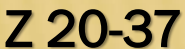
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**Applies to parking supply to satisfy the requirements

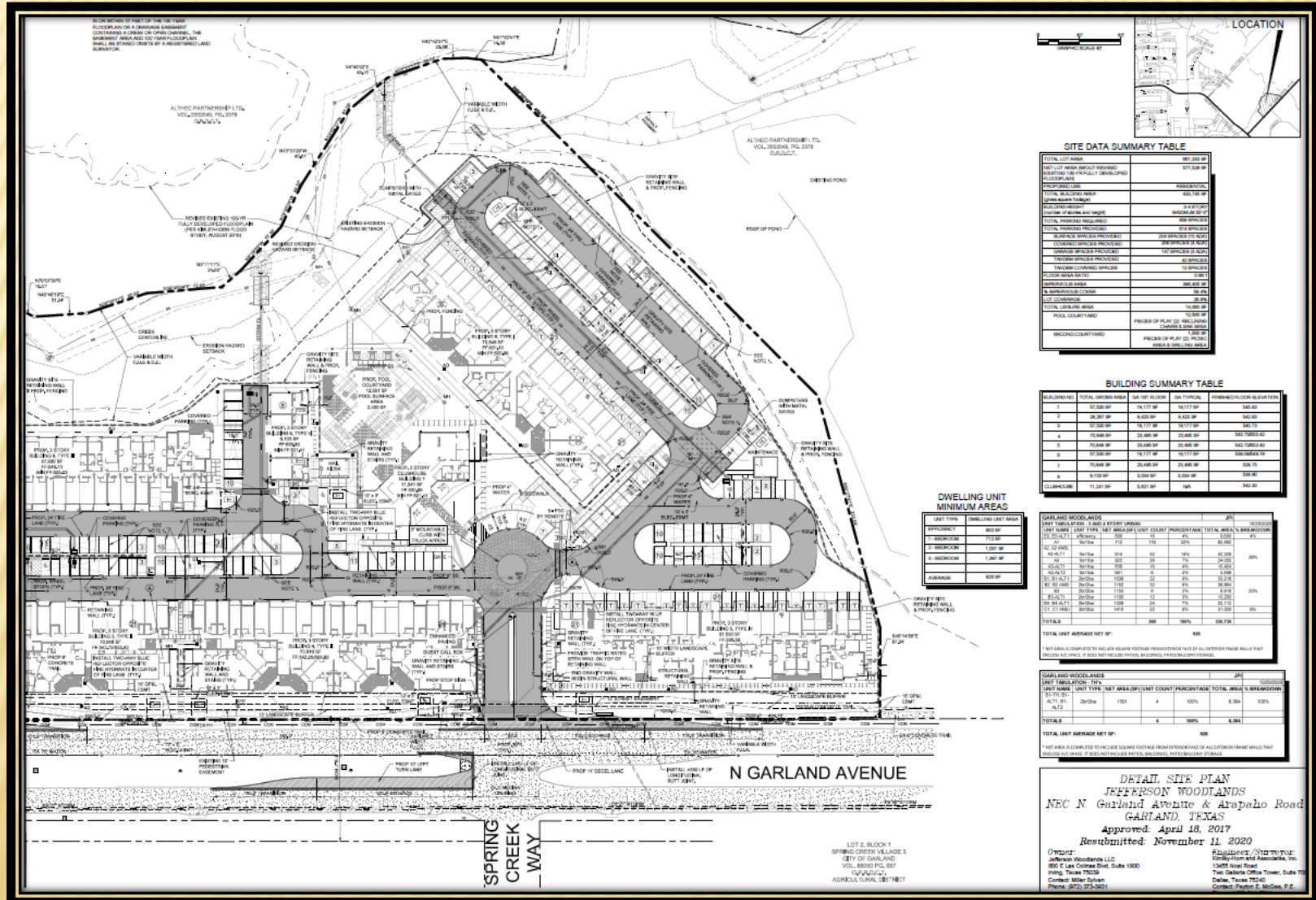


Existing Site Plan





Existing Site Plan





Existing Landscape Plan



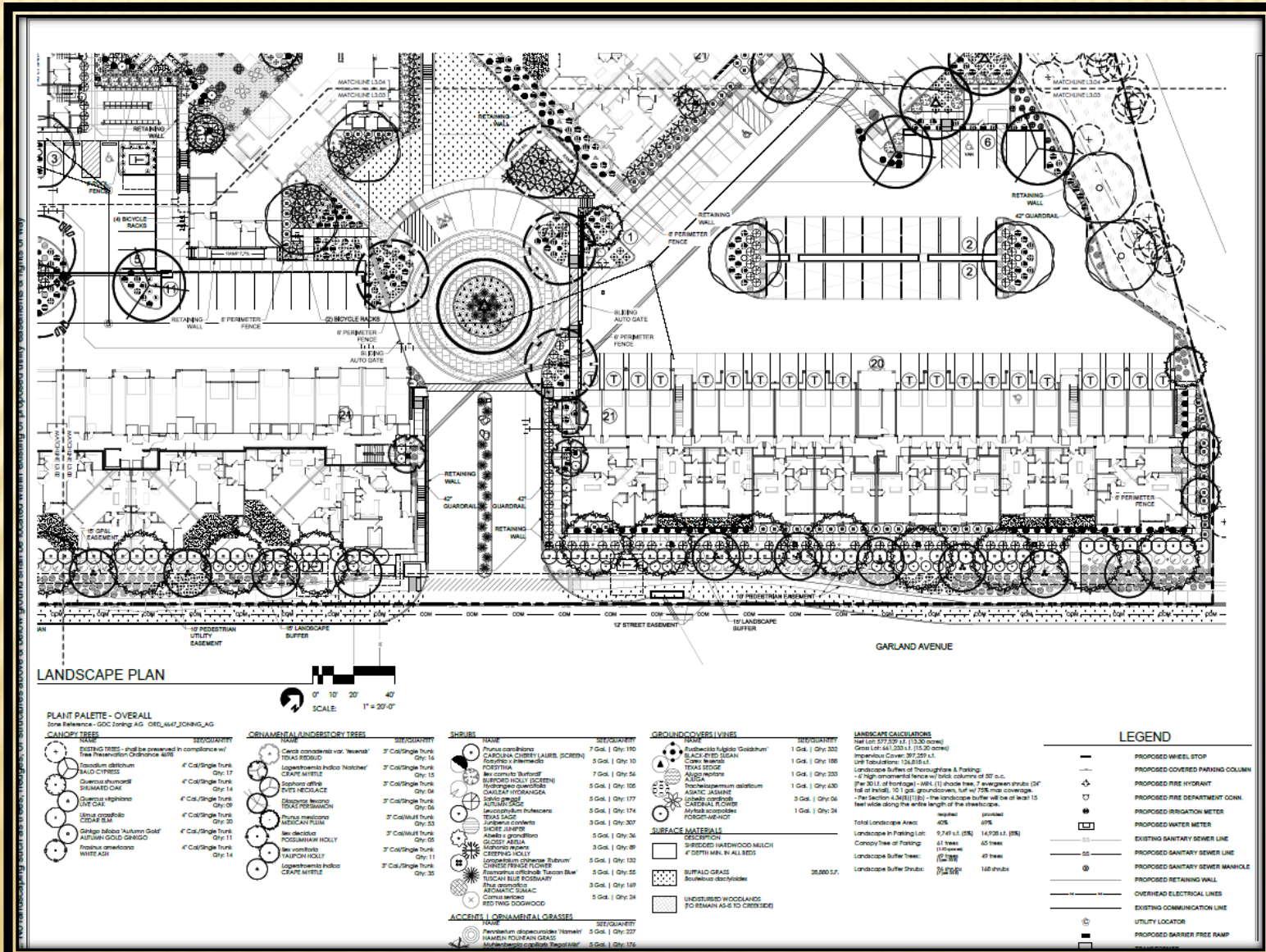


Existing Landscape Plan





Z 20-37





Existing Landscape Plan

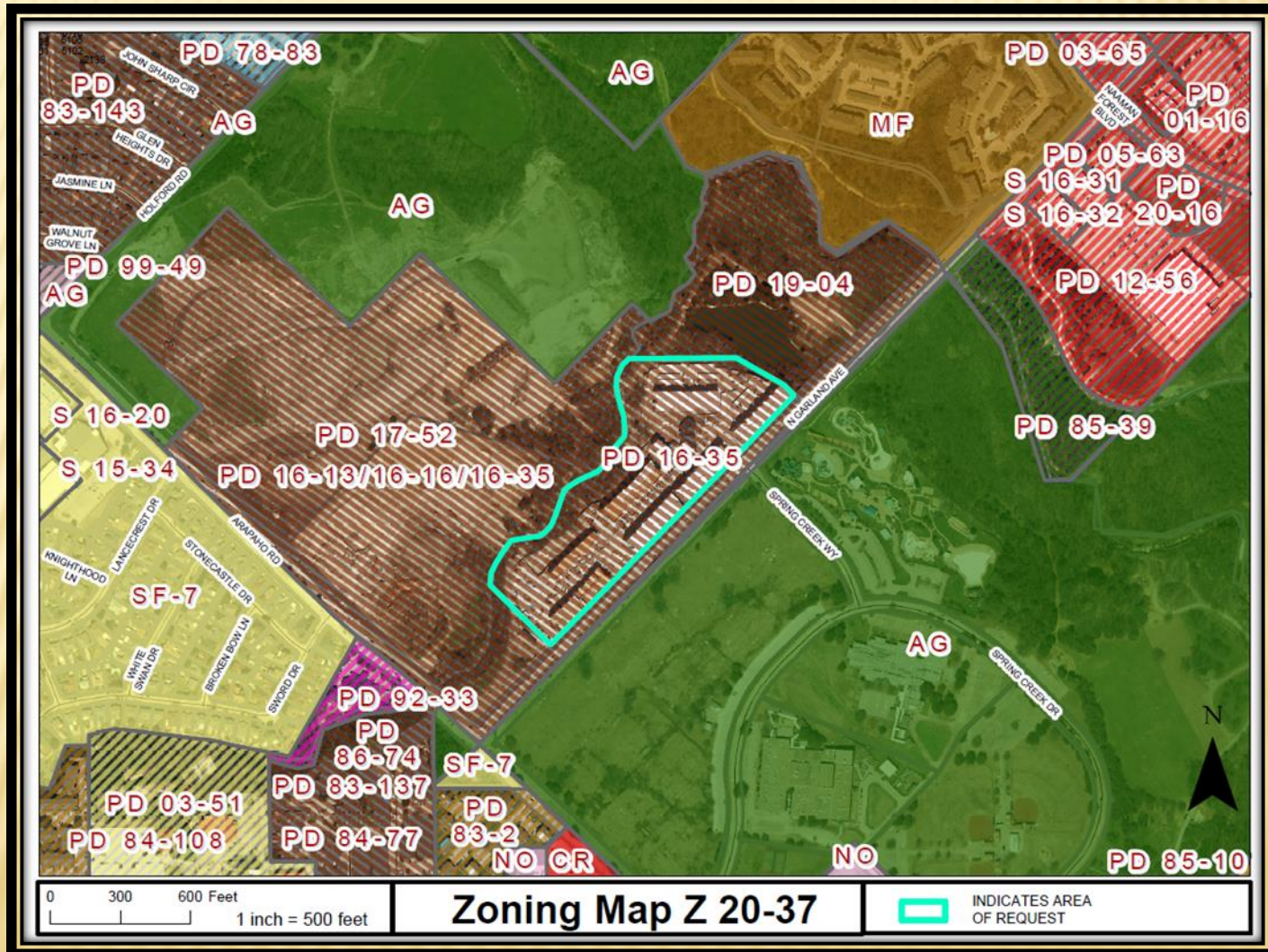




Existing Landscape Plan



Recommendation





GARLAND PLANNING REPORT

City Council Regular Session Agenda

12. c.

Meeting Date: 12/15/2020

Item Title: Z 20-37 Masterplan - Detail Plan (District 7)

Submitted By: Nabiha Ahmed, Development Planner

REQUEST

Approval of a Detail Plan for Multi-Family Use.

LOCATION

4501 North Garland Avenue

OWNER

Jefferson Woodlands, LLC

PLAN COMMISSION RECOMMENDATION

The Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Detail Plan for Multi-Family Use.

STAFF RECOMMENDATION

Approval of a Detail Plan for Multi-Family Use.

BACKGROUND

This site is part of a larger area which the City Council approved for Multi-Family Dwelling units, Elder Care-Independent and Assisted Living (senior apartments), Neighborhood Services (NS) District Uses, and Restaurant Use on several different tracts.

This site is developed with an apartment complex. Due to a prospective real estate transaction, the applicant requests to amend and align the zoning ordinance with the as-built conditions. No physical changes to the site are proposed with this request.

SITE DATA

The subject site contains approximately 15.2 acres. The site has approximately 1003 lineal feet of frontage along North Garland Avenue.

USE OF PROPERTY UNDER CURRENT ZONING

The area of request is Tract 4 of Planned Development (PD) 16-35, which is specifically designated for Multi-Family dwelling units. The Multi-Family (MF) District is an attached residential district intended to promote stable, quality, attached-occupancy residential development in livable, sustainable, and compact residential communities at a maximum density of eighteen dwelling units per acre. The principal allowed land uses include low-rise to mid-rise multiple-family dwelling structures that are renter-occupied or owner-occupied (as in condominiums). Recreational, religious, health, and educational uses normally located to serve residential areas are also allowed in this district. This district should be located adjacent to an arterial or collector street, and can serve as a buffer between nonresidential development or heavy automobile traffic and medium-density or low-density residential development. This district accommodates a variety of housing types including triplexes, quadplexes, apartments, and condominiums.

CONSIDERATIONS

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3. The site is developed. There are no modifications requested with the approved building elevations.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland 2030 Comprehensive Plan designates the subject property Urban Neighborhoods. Urban Neighborhoods are higher density residential developments. This residential option may utilize vertical mixed-use integrated into the surrounding area, reflecting the area's dominant character or, when desired, promoting a new character. This type of development should encourage access to a range of mobility options and is generally located in the vicinity of major intersections and/or secondary arterial streets, with proximity to significant bus or rail amenities.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The surrounding properties are primarily developed with commercial and residential uses. The properties to the northwest are zoned PD 16-16 for Multi-Family Residential Dwellings and it is under construction and Planned Development (PD) District 17-52 for Mixed Use; it is currently undeveloped . The property to the northeast is zoned Planned Development (PD) District 19-04 for Mixed Use; it is currently undeveloped. The property to the southeast is zoned Agriculture (AG) District; it is developed with a water park. The property to the south is zoned Planned Development (PD) District 16-35 for Mixed Use; it is currently undeveloped.

Attachments

Z 20-37 Location Map
Z 20-37 Exhibits C & D
Z 20-37 Detail Plan R&M
Z 20-37 Responses
Z 20-37 Staff Presentation



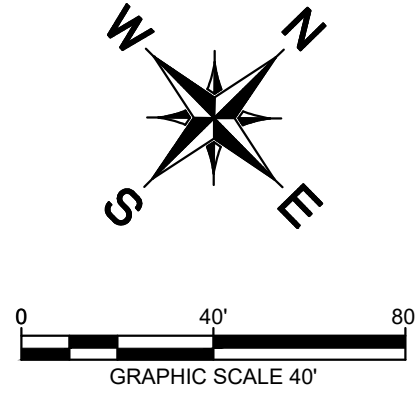
Zoning Map Z 20-37

NOTES:

1. GROUND MOUNTED COVERED PARKING COLUMNS REFER TO ARCHITECTURAL PLANS FOR DETAILS.
2. ALL PROPOSED UTILITIES SHALL BE PRIVATE UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL REMOVE UNDER BRUSH AND DEBRIS AND PLACE CREEK AND DRAINAGE EASEMENT IN A MAINTAINABLE CONDITION PRIOR TO ANY GRADING OR FILLING OPERATIONS IN OR WITHIN 10' FEET OF THE 100 YEAR FLOODPLAIN OR A DRAINAGE EASEMENT CONTAINING A CREEK OR OPEN CHANNEL. THE EASEMENT AREA AND 100 YEAR FLOODPLAIN SHALL BE STAKED ONSITE BY A REGISTERED LAND SURVEYOR.



LOT 2, BLOCK 1
SPRING CREEK VILLAGE 3
CITY OF GARLAND
VOL. 88050 PG. 667
O.P.R.D.C.T.
AGRICULTURAL DISTRICT



TOTAL LOT AREA	661,233 SF
NET LOT AREA (W/OUT REVISED EXISTING 100-YR FULLY DEVELOPED FLOODPLAIN)	577,529 SF
PROPOSED USE	RESIDENTIAL
TOTAL BUILDING AREA (gross square footage)	433,745 SF
BUILDING HEIGHT (number of stories and height)	3-4 STORY MAXIMUM 55'-0"
TOTAL PARKING REQUIRED	609 SPACES
TOTAL PARKING PROVIDED	614 SPACES
SURFACE SPACES PROVIDED	204 SPACES (10 ADA)
COVERED SPACES PROVIDED	208 SPACES (3 ADA)
GARAGE SPACES PROVIDED	147 SPACES (3 ADA)
TANDEN SPACES PROVIDED	42 SPACES
TANDEN COVERED SPACES	13 SPACES
FLOOR AREA RATIO	0.66:1
IMPERVIOUS AREA	386,405 SF
% IMPERVIOUS COVER	58.4%
LOT COVERAGE	26.8%
TOTAL LEISURE AREA	14,000 SF
POOL COURTYARD	12,500 SF
SECOND COURTYARD	1,500 SF
	PIECES OF PLAY (2): RECLINING CHAIRS & BURN AREA
	PIECES OF PLAY (2): PICNIC AREA & GRILLING AREA

BUILDING NO.	TOTAL GROSS AREA	GA 1ST FLOOR	GA TYPICAL	FINISHED FLOOR ELEVATION
1	57,530 SF	19,177 SF	19,177 SF	546.83
2	28,267 SF	9,423 SF	9,423 SF	542.83
3	57,530 SF	19,177 SF	19,177 SF	540.73
4	70,848 SF	23,495 SF	23,495 SF	543.75/555.42
5	70,848 SF	23,495 SF	23,495 SF	542.73/553.40
6	57,530 SF	19,177 SF	19,177 SF	539.08/549.79
7	70,848 SF	23,495 SF	23,495 SF	528.75
8	9,103 SF	3,034 SF	3,034 SF	538.90
CLUBHOUSE	11,241 SF	5,621 SF	N/A	542.30

UNIT TYPE	DWELLING UNIT AREA
EFFICIENCY	600 SF
1 - BEDROOM	712 SF
2 - BEDROOM	1,031 SF
3 - BEDROOM	1,397 SF
AVERAGE	926 SF

GARLAND WOODLANDS						JPI	
UNIT TABULATION - 3 AND 4 STORY URBAN							10/20/2020
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN	
EG, ED-ALT1	efficiency	600	16	4%	9,600	28%	
A2, A2-AL1	1br/1ba	712	116	32%	82,592		
A3	1br/1ba	514	52	14%	42,328		
A3-AL1	1br/1ba	925	26	7%	24,050		
A3-ALT1	1br/1ba	839	16	4%	13,424		
A3-ALT2	1br/1ba	901	6	2%	5,406		
B1, B1-ALT1	2br/2ba	1038	32	9%	33,216		
B2, B2-ALT1	2br/2ba	1152	32	9%	36,864		
B3	2br/2ba	1153	6	2%	6,918		
B3-ALT1	2br/2ba	1100	12	3%	13,200		
B4, B4-ALT1	2br/2ba	1338	24	7%	32,112		
CT, CT-ALT1	2br/2ba	1410	22	6%	31,020		
TOTALS			360	100%	330,730		

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

GARLAND WOODLANDS					JPI	10/20/2020
UNIT TABULATION - TH's						
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
B1-TH, B1-ALT1, B1-ALT2	2br/2ba	1591	4	100%	6,364	100%
TOTALS			4	100%	6,364	

TOTAL UNIT AVERAGE NET SF: **926**

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

Owner:
Jefferson Woodlands LLC
600 E Las Colinas Blvd, Suite 1800
Irving, Texas 75039
Contact: Miller Sylvan
Phone: (972) 373-3931

Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
13455 Noel Road
Two Galleria Office Tower, Suite 70
Dallas, Texas 75240
Contact: Peyton E. McGee, P.E.
Phone: (469) 914-8611

[illegible]

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106 WEST LOUISIANA STREET, MCKINNEY, TEXAS 75069
PHONE: 469-301-2590

WWW.KIMLEY-HORN.COM TX F-928

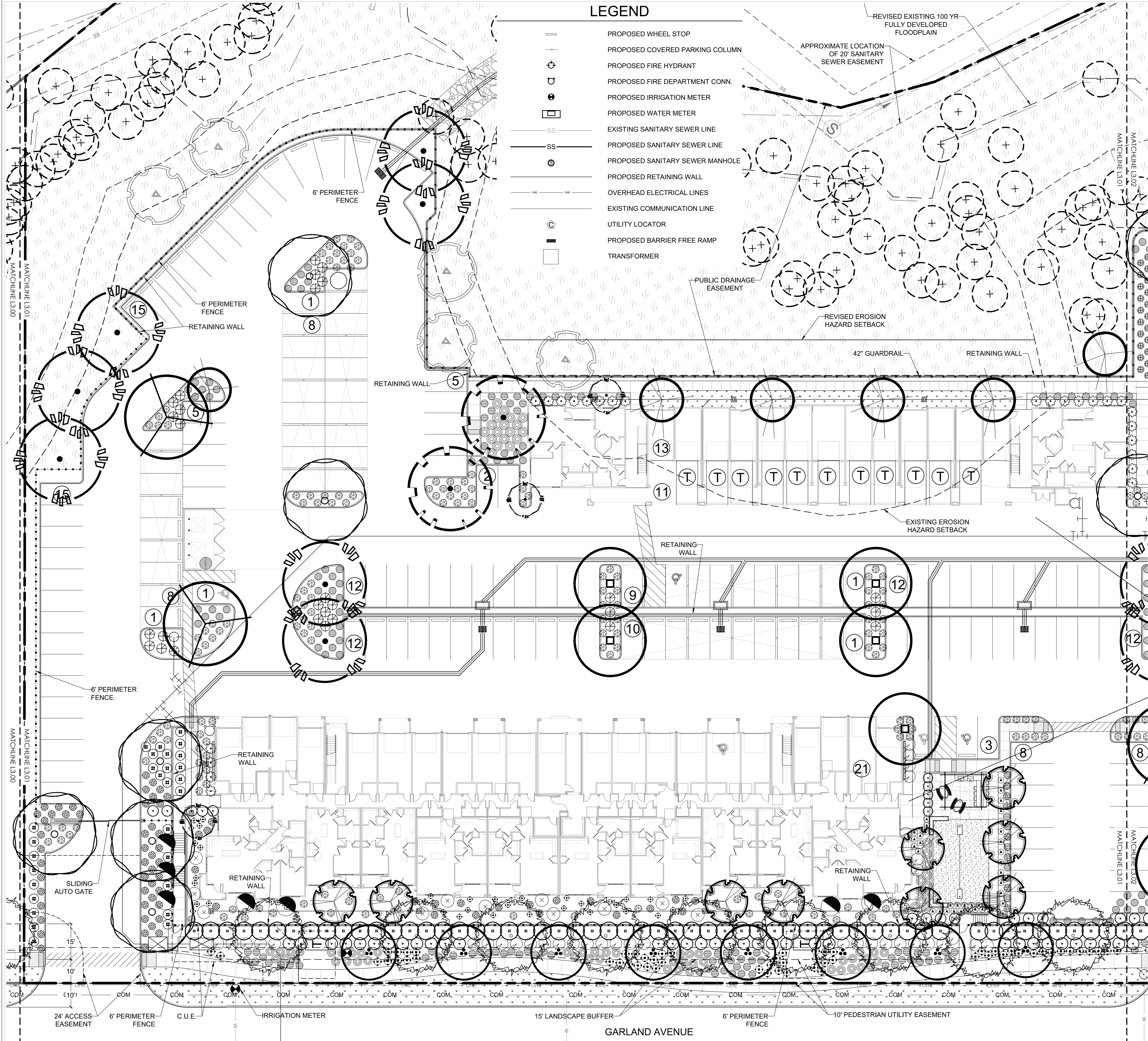
JEFFERSON WOODLANDS
ADDITION, LOT 1, BLOCK 1
4501 N GARLAND AVE.
GARLAND, TX
CITY CASE #200019-0

SITE PLAN - 02

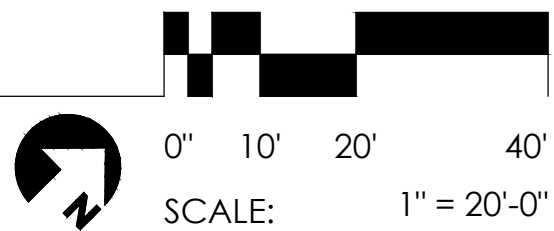
SHEET NUMBER
C-06

EXHIBIT D

NOTE: No landscaping such as trees, hedges, or structures above & below ground shall be located within existing or proposed utility easements & rights of way



LANDSCAPE PLAN



LEGEND

- PROPOSED WHEEL STOP
- PROPOSED COVERED PARKING COLUMN
- PROPOSED FIRE HYDRANT
- PROPOSED FIRE DEPARTMENT CONN.
- PROPOSED IRRIGATION METER
- PROPOSED WATER METER
- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED RETAINING WALL
- OVERHEAD ELECTRICAL LINES
- EXISTING COMMUNICATION LINE
- UTILITY LOCATOR
- PROPOSED BARRIER FREE RAMP
- TRANSFORMER

PLANT PALETTE - OVERALL

Zone Reference - GDC Zoning: AG ORD_4647_ZONING_AG

CANOPY TREES

NAME	SIZE/QUANTITY
EXISTING TREES - shall be preserved in compliance w/ Tree Preservation Ordinance 4698	
<i>Taxodium distichum</i> BALD CYPRESS	4" Cal/Single Trunk Qty: 17
<i>Quercus shumardii</i> SHUMARD OAK	4" Cal/Single Trunk Qty: 14
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<i>Ginkgo biloba</i> 'Autumn Gold' AUTUMN GOLD GINKGO	4" Cal/Single Trunk Qty: 11
<i>Fraxinus americana</i> WHITE ASH	4" Cal/Single Trunk Qty: 14

ORNAMENTAL/UNDERSTORY TREES

NAME	SIZE/QUANTITY
<i>Cercis canadensis</i> var. 'texensis' TEXAS REDBUD	3" Cal/Single Trunk Qty: 16
<i>Lagerstroemia indica</i> 'Natchez' CRAPE MYRTLE	3" Cal/Single Trunk Qty: 15
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<i>Ilex decidua</i> POSSUMHAW HOLLY	3" Cal/Multi Trunk Qty: 05
<i>Ilex vomitoria</i> YAUPOH HOLLY	3" Cal/Single Trunk Qty: 11
<i>Lagerstroemia indica</i> CRAPE MYRTLE	3" Cal/Single Trunk Qty: 35

SHRUBS

NAME	SIZE/QUANTITY
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<i>Forsythia x intermedia</i> FORSYTHIA	5 Gal. Qty: 10
<i>Ilex cornuta</i> 'Burfordii' BURFORD HOLLY (SCREEN)	7 Gal. Qty: 56
<i>Hydrangea quercifolia</i> OAKLEAF HYDRANGEA	5 Gal. Qty: 105
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<i>Muhlenbergia capillaris</i> 'Regal Mist' REGAL MIST GULF MUHLY	5 Gal. Qty: 176
<i>Agave celsii</i> CELSII AGAVE	7 Gal. Qty: 06

GROUNDCOVERS | VINES

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<i>Ajuga reptans</i> AJUGA	1 Gal. Qty: 233
<i>Trachelospermum asiaticum</i> ASIATIC JASMINE	1 Gal. Qty: 630
<i>Labellia cardinalis</i> CARDINAL FLOWER	3 Gal. Qty: 06
<i>Myrtos scorpioides</i> FORGET-ME-NOT	1 Gal. Qty: 24

SURFACE MATERIALS

DESCRIPTION	
SHREDDED HARDWOOD MULCH 4" DEPTH MIN. IN ALL BEDS	
BUFFALO GRASS <i>Bouteloua dactyloides</i>	28,880 S.F.
UNDISTURBED WOODLANDS (TO REMAIN AS-IS TO CREEKSIDE)	

LANDSCAPE CALCULATIONS

Net Lot: 577,529 s.f. (13.30 acres)
Gross Lot: 661,233 s.f. (15.20 acres)
Impervious Cover: 397,259 s.f.
Unit Tabulations: 126,818 s.f.
Landscape Buffers at Thoroughfare & Parking:
- 6' high ornamental fence w/ brick columns at 50' o.c.
(Per 30 l.f. of frontage) - MIN. (1) shade tree, 7 evergreen shrubs (24" tall at install), 10 l gal. groundcovers, turf w/ 75% max coverage.
- Per Section 4.34(B)(1)(b) - the landscape buffer will be at least 15 feet wide along the entire length of the streetscape.

Total Landscape Area:	required 40%	provided 69%
Landscape in Parking Lot:	9,749 s.f. (5%)	14,928 s.f. (8%)
Canopy Tree at Parking:	61 trees (1:10 spaces)	65 trees
Landscape Buffer Trees:	49 trees (1per 30 ft)	49 trees
Landscape Buffer Shrubs:	96 shrubs (2 per 30 ft)	168 shrubs

DESIGNED BY: SPENCER OKESON
DRAWN BY: SPENCER OKESON
AOR: DANIEL R. ERLANDSON
PLOT DATE: 01/11/2018

ISSUE FOR PRICING/BIDDING:
ISSUE DATE

ISSUE FOR PERMIT APPLICATION:
ISSUE DATE

ISSUE FOR CONSTRUCTION:
ISSUE DATE

REVISION SCHEDULE

NO.	DATE	DESCRIPTION:
A	10/06/2017	ADDENDUM A
B	11/21/2017	ADDENDUM B

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JEFFERSON
WOODLANDS

LOT 1, BLOCK 1
4501 N GARLAND AVENUE
GARLAND, TX 75040
CITY CASE #200019-0

PROJECT #: 16018



**HUMPHREYS & PARTNERS
LANDSCAPE ARCHITECTURE, L.L.C.**
5339 ALPHA ROAD SUITE 300
DALLAS, TX 75240
T: (972) 701-9636
F: (972) 701-9639
W: www.hplastudio.com

CLIENT
JPI - RE: MILLER SYLVAN
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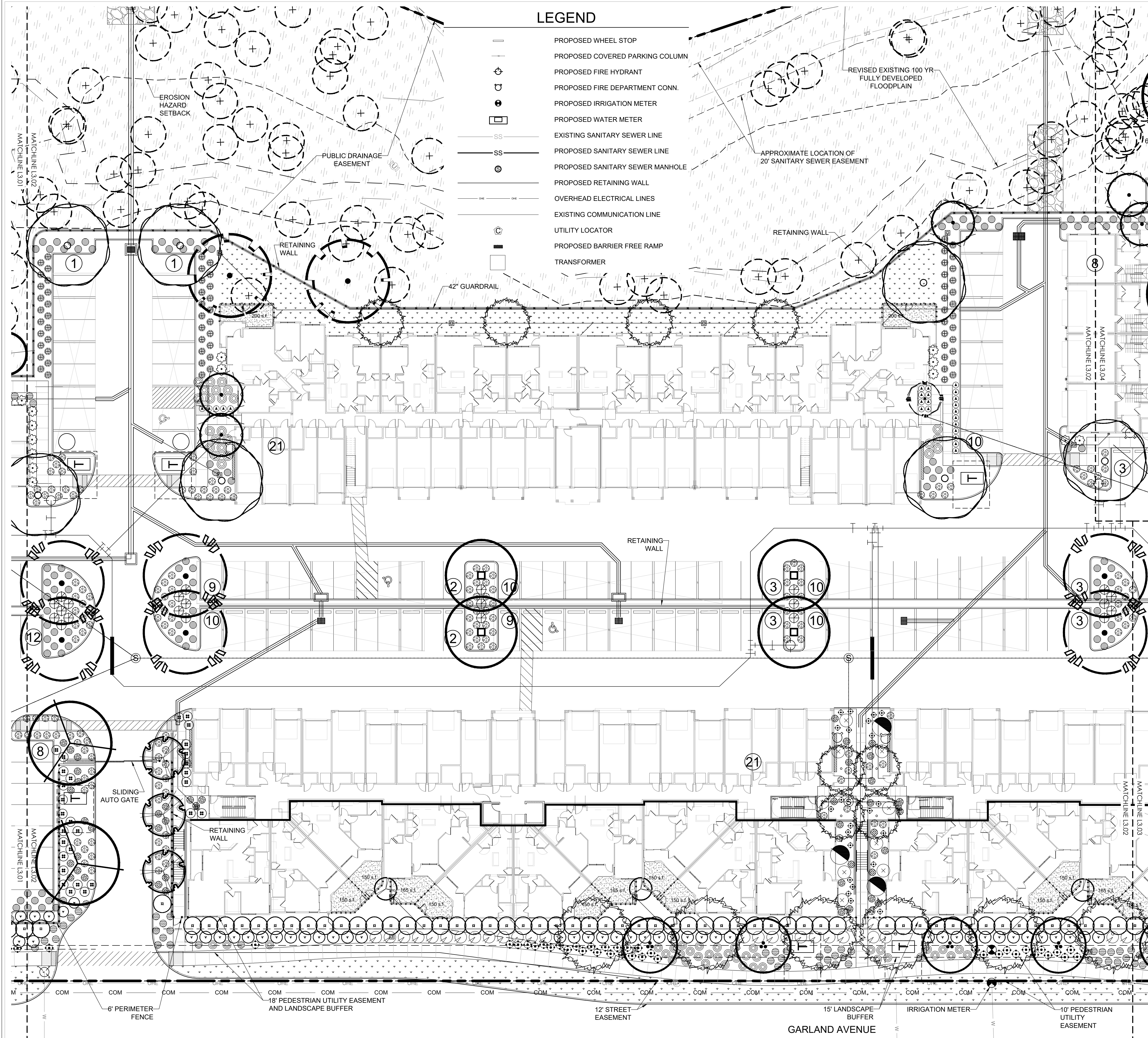
SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER

L3.01

SCALE: AS INDICATED

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LEGEND

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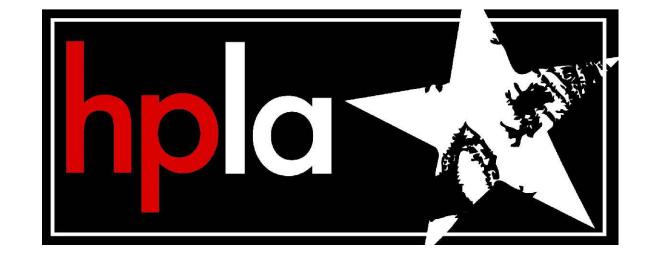
REVISION SCHEDULE

NO.	DATE	DESCRIPTION
A	10/06/2017	ADDENDUM A
B	11/21/2017	ADDENDUM B

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JEFFERSON WOODLANDS
LOT 1, BLOCK 1
4501 N GARLAND AVENUE
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CITY CASE #200019-0
PROJECT #: 16018



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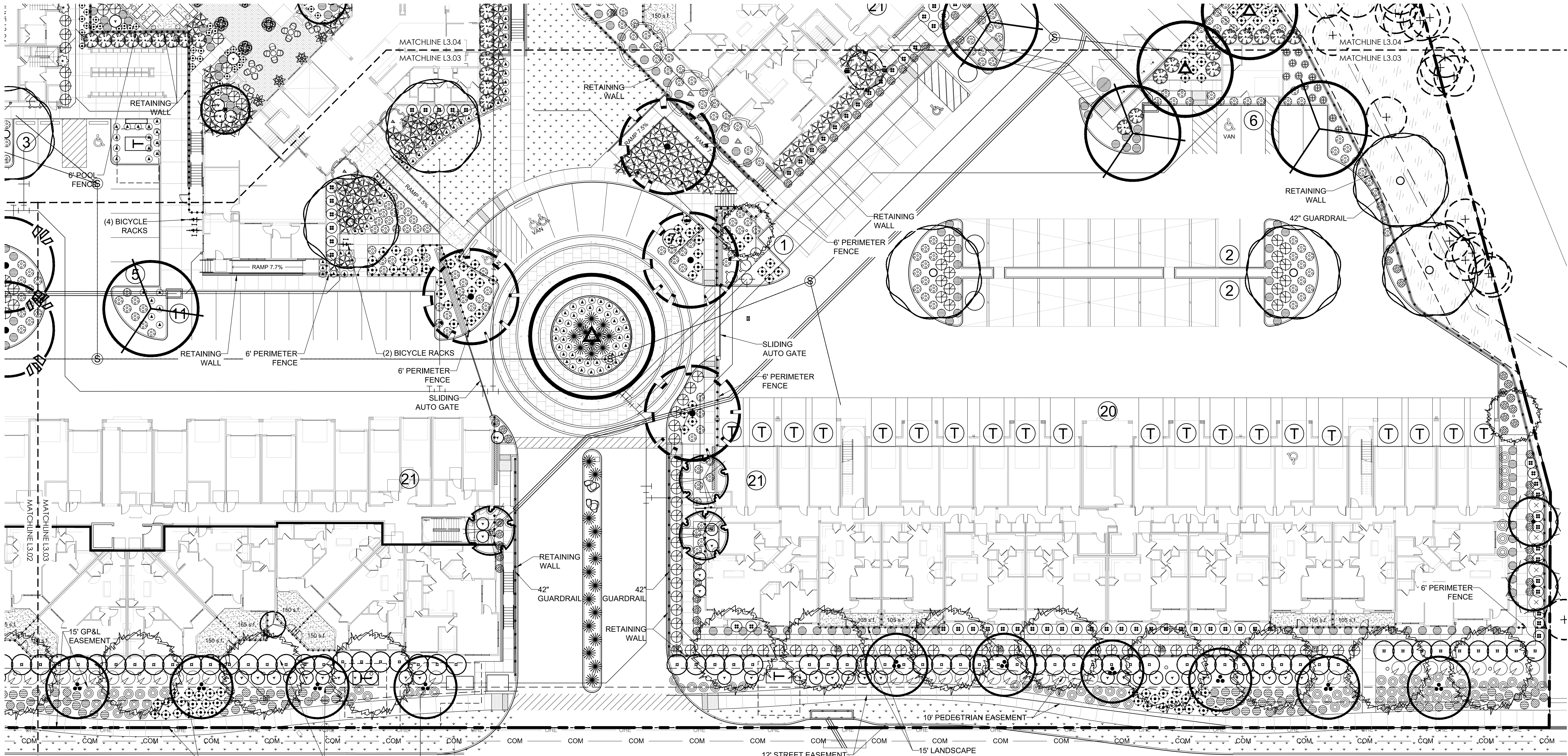
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600 E. LAS COLINAS SUITE 1800
IRVING, TX 75039
E: Miller.Sylvan@jpi.com
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SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
L3.02

SCALE: AS INDICATED

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LANDSCAPE PLAN

PLANT PALETTE - OVERALL

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DESIGNED BY: SPENCER OKESON
DRAWN BY: SPENCER OKESON
AOR: DANIEL R. ERLANDSON
PLOT DATE: 01/11/2018

ISSUE FOR PRICING/BIDDING:
ISSUE DATE
ISSUE FOR PERMIT APPLICATION:
ISSUE DATE
ISSUE FOR CONSTRUCTION:
ISSUE DATE

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
A	10/06/2017	ADDENDUM A
B	11/21/2017	ADDENDUM B

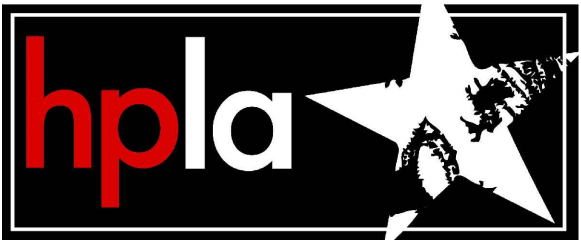
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JEFFERSON
WOODLANDS

LOT 1, BLOCK 1
4501 N GARLAND AVENUE
GARLAND, TX 75040
CITY CASE #200019-0

PROJECT #: 16018



HUMPHREYS & PARTNERS
LANDSCAPE ARCHITECTURE, L.L.C.
5339 ALPHA ROAD SUITE 300
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CLIENT
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IRVING, TX 75039
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T: (972) 373-3931

SHEET TITLE
LANDSCAPE PLAN

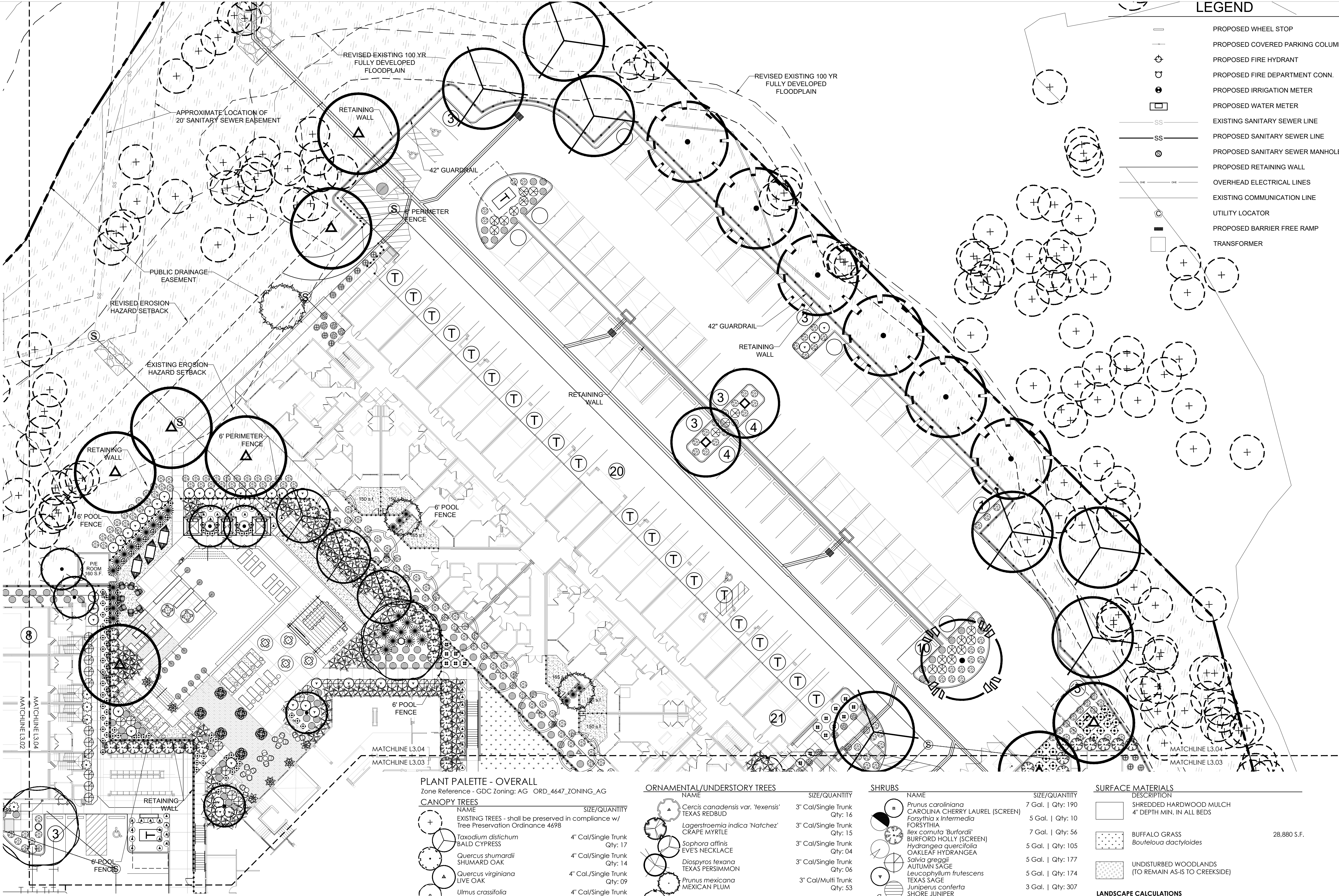
SHEET NUMBER

L3.03

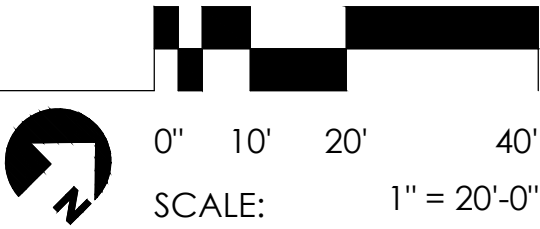
SCALE: AS INDICATED

EXHIBIT D

NOTE: No landscaping such as trees, hedges, or structures above & below ground shall be located within existing or proposed utility easements & rights of way



LANDSCAPE PLAN



PLANT PALETTE - OVERALL		
Zone Reference - GDC Zoning: AG ORD.4647_ZONING_AG		
CANOPY TREES		
NAME	SIZE/QUANTITY	
EXISTING TREES - shall be preserved in compliance w/ Tree Preservation Ordinance 4698		
Taxodium distichum BALD CYPRESS	4"	Cal/Single Trunk Qty: 17
Quercus shumardii SHUMARD OAK	4"	Cal/Single Trunk Qty: 14
Quercus virginiana LIVE OAK	4"	Cal/Single Trunk Qty: 09
Ulmus crassifolia CEDAR ELM	4"	Cal/Single Trunk Qty: 20
Ginkgo biloba 'Autumn Gold' AUTUMN GOLD GINKGO	4"	Cal/Single Trunk Qty: 11
Fraxinus americana WHITE ASH	4"	Cal/Single Trunk Qty: 14

ORNAMENTAL/UNDERSTORY TREES		
NAME	SIZE/QUANTITY	
Cercis canadensis var. 'texensis' TEXAS REDBUD	3"	Cal/Single Trunk Qty: 16
Lagerstroemia indica 'Natchez' CRAPE MYRTLE	3"	Cal/Single Trunk Qty: 15
Euphonia affinis EVE'S NECKLACE	3"	Cal/Single Trunk Qty: 04
Diospyros texana TEXAS PERSIMMON	3"	Cal/Single Trunk Qty: 06
Prunus mexicana MEXICAN PLUM	3"	Cal/Multi Trunk Qty: 53
Ilex decidua POSSUMHAW HOLLY	3"	Cal/Multi Trunk Qty: 05
Ilex vomitoria YAUPOH HOLLY	3"	Cal/Single Trunk Qty: 11
Lagerstroemia indica CRAPE MYRTLE	3"	Cal/Single Trunk Qty: 35

GROUNDCOVERS VINES		
NAME	SIZE/QUANTITY	
Rudbeckia fulgida 'Goldstrum' BLACK-EYED SUSAN	1 Gal.	Qty: 332
Carex texensis TEXAS SEDGE	1 Gal.	Qty: 188
Ajuga reptans AJUGA	1 Gal.	Qty: 233
Trachelospermum asiaticum ASIATIC JASMINE	1 Gal.	Qty: 630
Labellia cardinalis CARDINAL FLOWER	3 Gal.	Qty: 06
Myrtos scorpioides FORGET-ME-NOT	1 Gal.	Qty: 24

SHRUBS		
NAME	SIZE/QUANTITY	
Prunus caroliniana CAROLINA CHERRY LAUREL (SCREEN)	7 Gal.	Qty: 190
Forsythia x intermedia FORSYTHIA	5 Gal.	Qty: 10
Ilex cornuta 'Burfordii' BURFORD HOLLY (SCREEN)	7 Gal.	Qty: 56
Hydrangea quercifolia OAKLEAF HYDRANGEA	5 Gal.	Qty: 105
Alvira gracilis AUTUMN SAGE	5 Gal.	Qty: 177
Leucophyllum frutescens TEXAS SAGE	5 Gal.	Qty: 174
Juniperus conferta SHORE JUNIPER	3 Gal.	Qty: 307
Abelia x grandiflora GLOSSY ABELIA	5 Gal.	Qty: 36
Mahonia repens CREEPING HOLLY	3 Gal.	Qty: 89
Rosmarinus officinalis 'Rubrum' CHINESE FRINGE FLOWER	5 Gal.	Qty: 132
Tuscan Blue Rosemary AROMATIC SUMAC	5 Gal.	Qty: 55
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Agave celsii CELSII AGAVE	7 Gal.	Qty: 06

SURFACE MATERIALS		
DESCRIPTION		
SHREDDED HARDWOOD MULCH 4" DEPTH MIN. IN ALL BEDS		
BUFFALO GRASS Bouteloua dactyloides	28,880 S.F.	
UNDISTURBED WOODLANDS (TO REMAIN AS-IS TO CREEKSIDE)		

LANDSCAPE CALCULATIONS
Net Lot: 577,529 s.f. (13.30 acres)
Gross Lot: 661,233 s.f. (15.20 acres)
Impervious Cover: 397,259 s.f.
Unit Tabulations: 126,818 s.f.
Landscape Buffers at Thoroughfare & Parking:
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(Per 30 l.f. of frontage) - MIN. (1) shade tree, 7 evergreen shrubs (24" tall at install), 10 1 gal. groundcovers, turf w/ 75% max coverage.
- Per Section 4.34(B)(1)(b) - the landscape buffer will be at least 15 feet wide along the entire length of the streetscape.

	required	provided
Total Landscape Area:	40%	69%
Landscape in Parking Lot:	9,749 s.f. (5%)	14,928 s.f. (8%)
Canopy Tree at Parking:	61 trees (1 per 30 ft)	65 trees
Landscape Buffer Trees:	49 trees (1 per 30 ft)	49 trees
Landscape Buffer Shrubs:	96 shrubs (1 per 30 ft)	168 shrubs

LEGEND

- PROPOSED WHEEL STOP
- PROPOSED COVERED PARKING COLUMN
- PROPOSED FIRE HYDRANT
- PROPOSED FIRE DEPARTMENT CONN.
- PROPOSED IRRIGATION METER
- PROPOSED WATER METER
- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED RETAINING WALL
- OVERHEAD ELECTRICAL LINES
- EXISTING COMMUNICATION LINE
- UTILITY LOCATOR
- PROPOSED BARRIER FREE RAMP
- TRANSFORMER

DESIGNED BY: SPENCER OKESON
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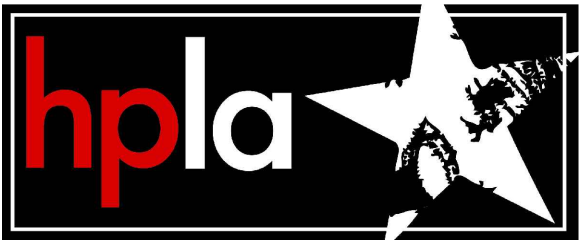
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SHEET TITLE

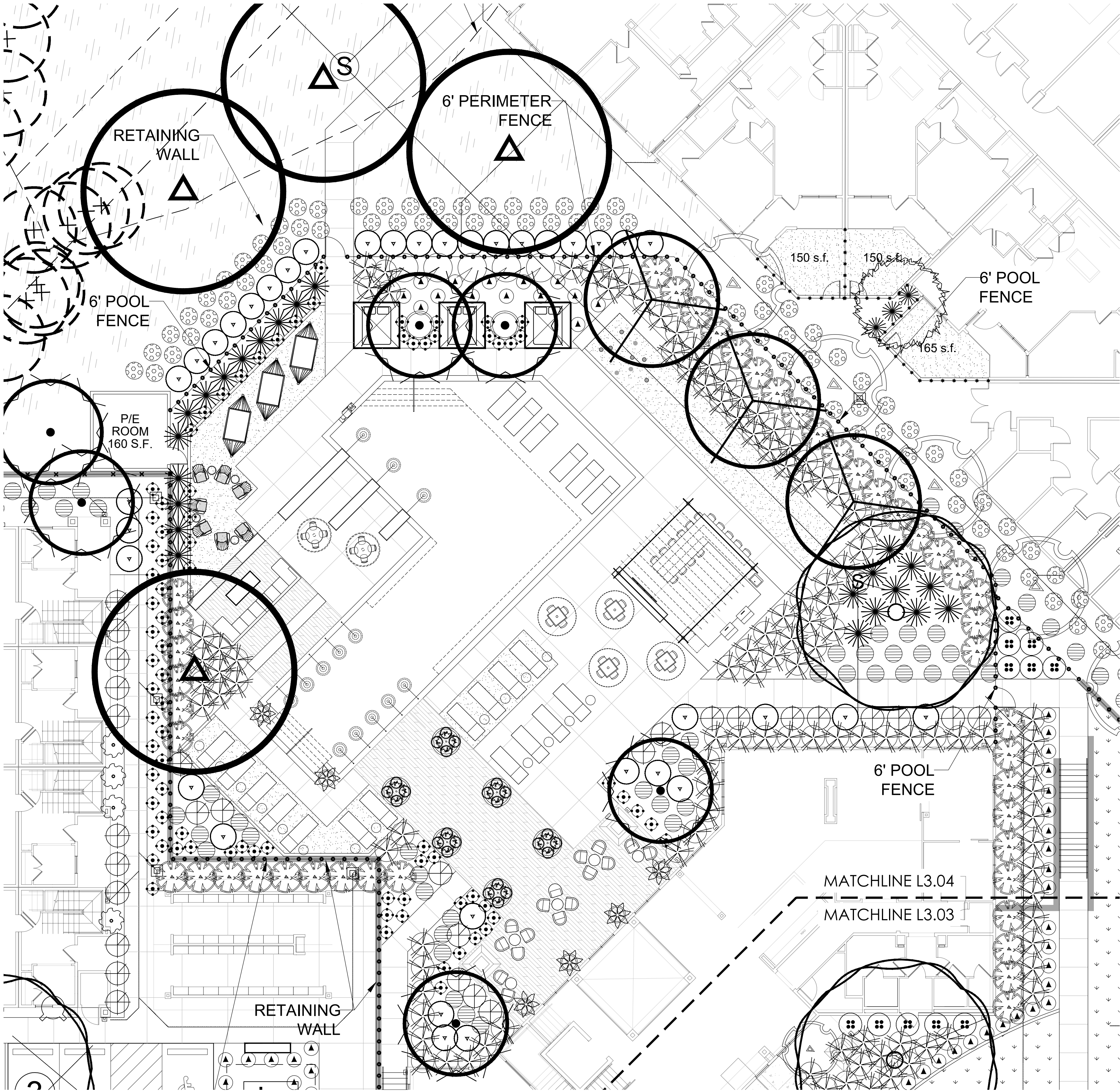
LANDSCAPE PLAN

SHEET NUMBER

L3.04

SCALE: AS INDICATED

NOTE: No landscaping such as trees, hedges, or structures above & below ground shall be located within existing or proposed utility easements & rights of way



LANDSCAPE PLAN

PLANT PALETTE - OVERALL

Zone Reference - GDC Zoning: AG ORD_4647_ZONING_AG

CANOPY TREES

NAME	SIZE/QUANTITY
EXISTING TREES - shall be preserved in compliance w/ Tree Preservation Ordinance 4698	
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<i>Ilex decidua</i> POSSUMHAW HOLLY	3" Cal/Multi Trunk Qty: 05
<i>Ilex vomitoria</i> YAUPOH HOLLY	3" Cal/Single Trunk Qty: 11
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SHRUBS

NAME	SIZE/QUANTITY
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<i>Rosmarinus officinalis</i> 'Tuscan Blue' TUSCAN BLUE ROSEMARY	5 Gal. Qty: 55
<i>Rhus aromatica</i> AROMATIC SUMAC	3 Gal. Qty: 169
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NAME	SIZE/QUANTITY
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<i>Lobelia cardinalis</i> CARDINAL FLOWER	3 Gal. Qty: 06
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SURFACE MATERIALS

DESCRIPTION	
SHREDDED HARDWOOD MULCH 4" DEPTH MIN. IN ALL BEDS	
BUFFALO GRASS <i>Bouteloua dactyloides</i>	28,880 S.F.
UNDISTURBED WOODLANDS (TO REMAIN AS-IS TO CREEKSIDE)	

LANDSCAPE CALCULATIONS

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Canopy Tree at Parking:	61 trees (110 spaces)	65 trees
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Landscape Buffer Shrubs:	96 shrubs (per 30 ft)	168 shrubs

DESIGNED BY: SPENCER OKESON
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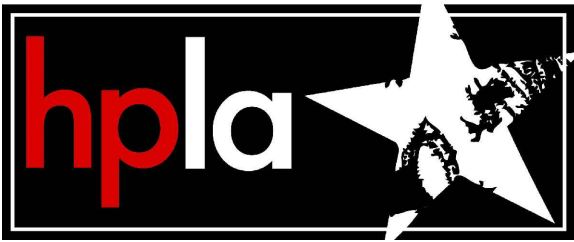
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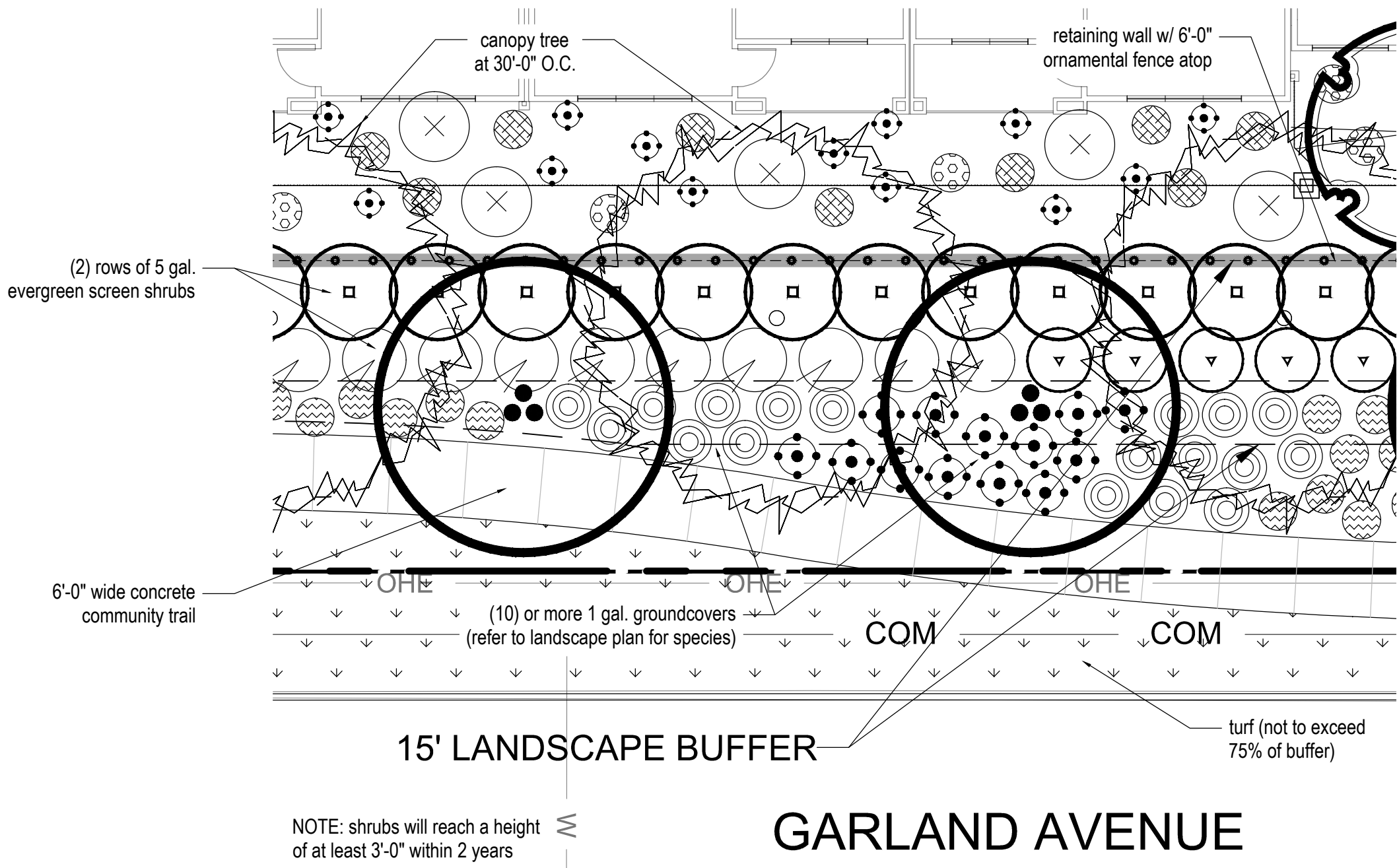
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SHEET TITLE
LANDSCAPE PLAN -
POOL AMENITY SPACE

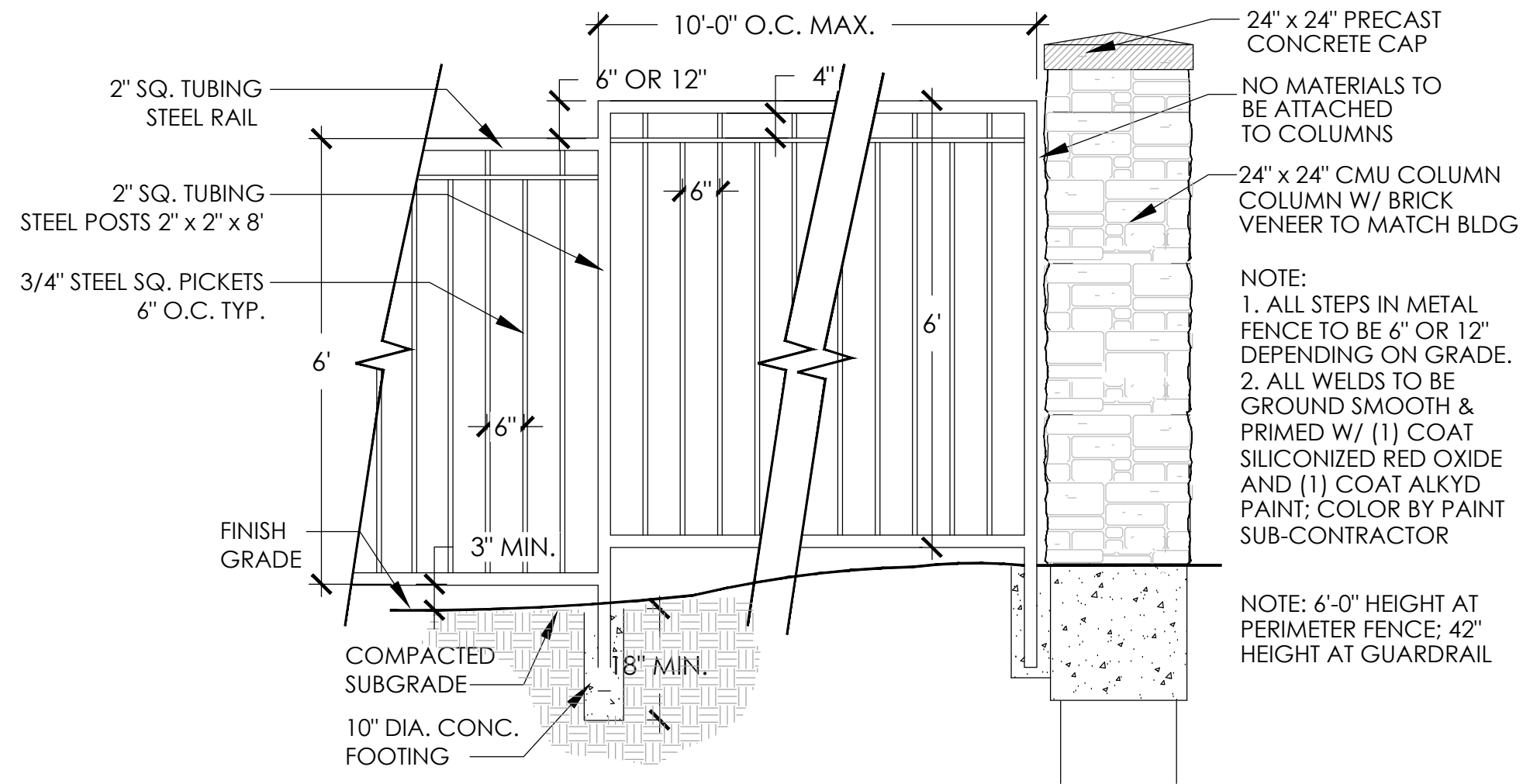
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L3.05

SCALE: AS INDICATED

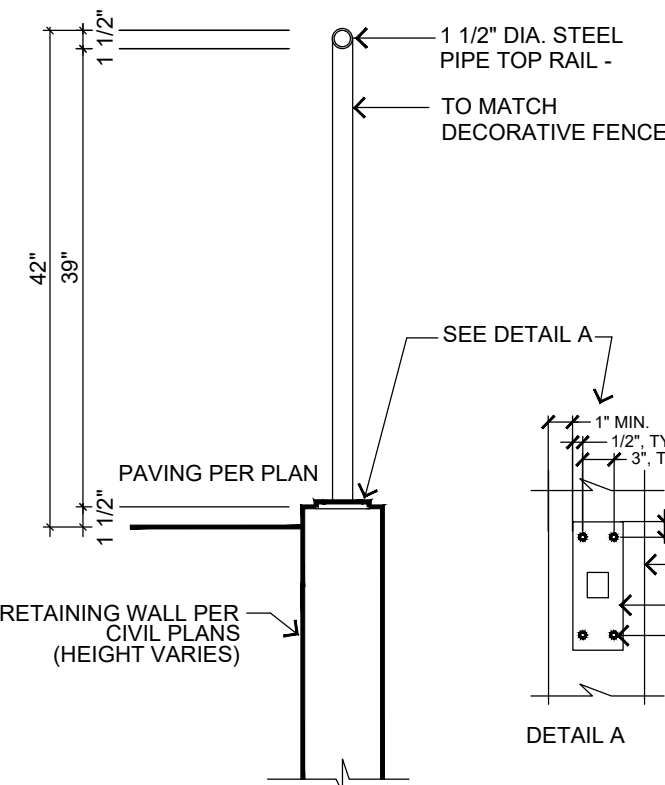
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LANDSCAPE BUFFER AT PARKING & THOROUGHFARE



01 6'-0" ORNAMENTAL PERIMETER FENCE



02 RETAINING WALL W/ GUARDRAIL

PLANT PALETTE - OVERALL

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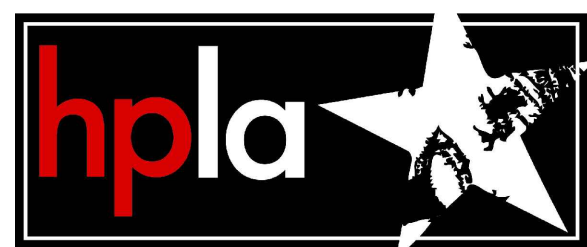
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SHEET TITLE
LANDSCAPE PLAN -
SUPPLEMENTAL
DETAILS

SHEET NUMBER
L3.06

SCALE: AS INDICATED

REPORT & MINUTES

P.C. Meeting, November 23, 2020

Consideration of the application of **Masterplan**, requesting approval of a Detail Plan for Multi-Family Use. This property is located at 4501 North Garland Avenue. (District 7) (File Z 20-37 - Detail Plan)

Motion was made by Commissioner Dalton to close the public hearing and **approve** the request per staff recommendation. Seconded by Commissioner Welborn. **Motion carried: 9 Ayes, 0 Nays.**

From: [Guerin, Will](#)
To: [Allmendinger, Tracy](#)
Subject: FW: Masterplan File Z 20-37
Date: Monday, November 30, 2020 10:01:19 AM
Attachments: [image001.png](#)

Can you add this to the Z 20-37 responses? Thanks.

From: Michael Holigan <michael@holigan.com>
Sent: Monday, November 30, 2020 9:36 AM
To: Guerin, Will <WGuerin@garlandtx.gov>
Subject: Masterplan File Z 20-37

Will,

We received notice of Masterplan's hearing on December 15th. As the adjacent land owner, we have no objections to their application.

Thank you,

Michael



Michael Holigan

| Holigan Communities
| mobile: [214-597-3569](tel:214-597-3569)
| phone: 972-385-2620
| site: www.Holigan.com
| address: 14114 Dallas Pkwy #265 Dallas, Texas 75254

Z 20-37

**Approval of an Amendment to Planned Development (PD)
District 16-35 for Multi-Family Use.**

Approval of a Detail Plan for Multi-Family Use.

**City Council Meeting
December 15, 2020**



GARLAND

TEXAS MADE HERE

Case Information

Location: 4501 North Garland Avenue

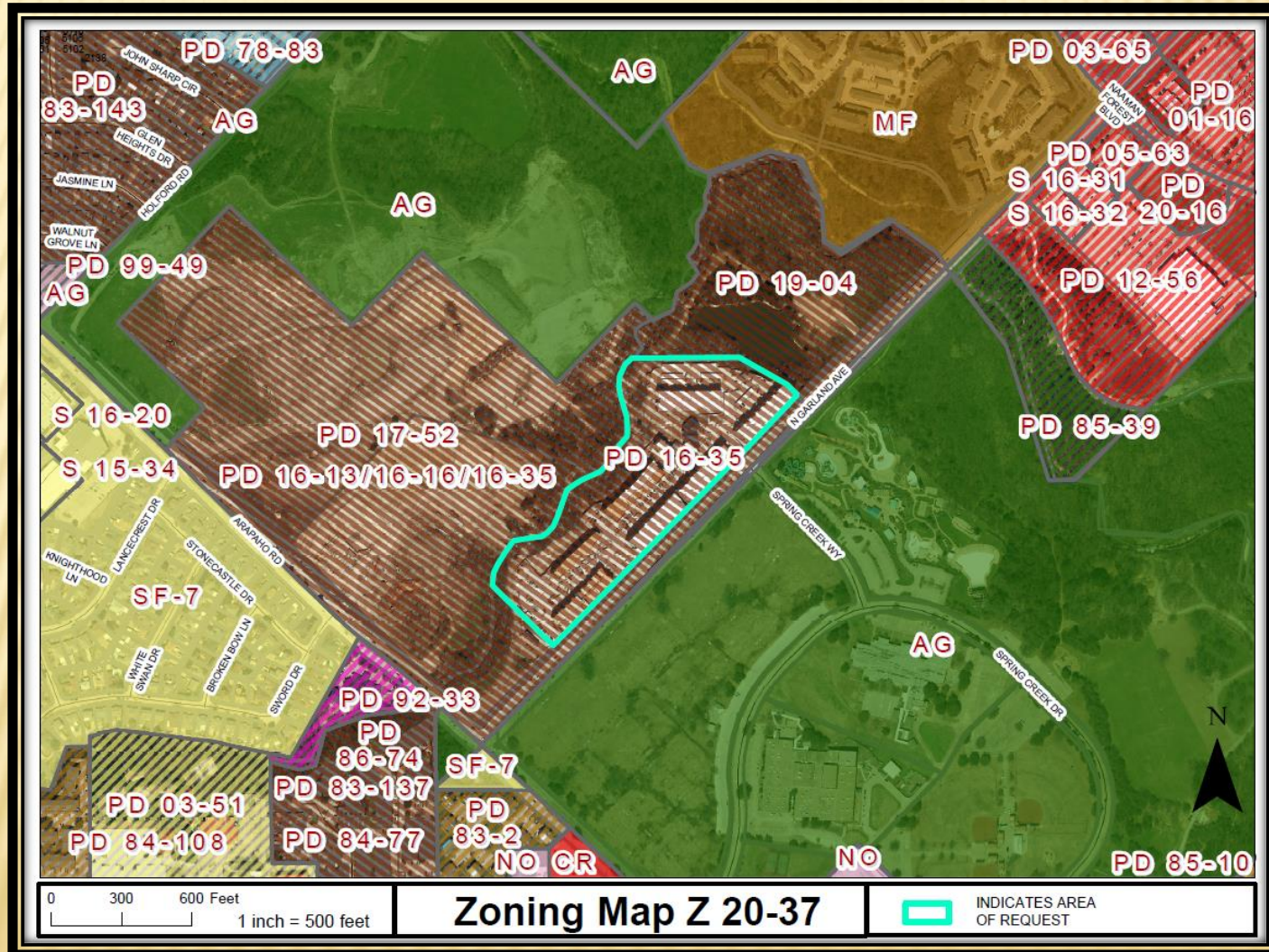
Applicant: Masterplan

Owner: Jefferson Woodlands, LLC

Acreage: Approximately 15.2 acres

Zoning: Planned Development 16-35 District

Location Map



Photos



Looking at the subject property from North Garland Avenue



Looking southeast of the subject property from North Garland Avenue.



Looking west of the subject property from North Garland Avenue



Looking north of the subject property

Summary Table

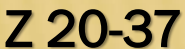
Development Standards	PD 16-35	As-Built Conditions
Surface Parking	203	204
Covered Parking Spaces	212	221*
Garage Spaces	152	147
Tandem Parking Spaces	42	55**
Total Parking Spaces	609	614
Minimum One-bedroom unit floor area	728 SF	712 SF
Overall unit floor area average	922 SF	926

*13 of the covered spaces are covered tandem spaces

**Applies to parking supply to satisfy the requirements

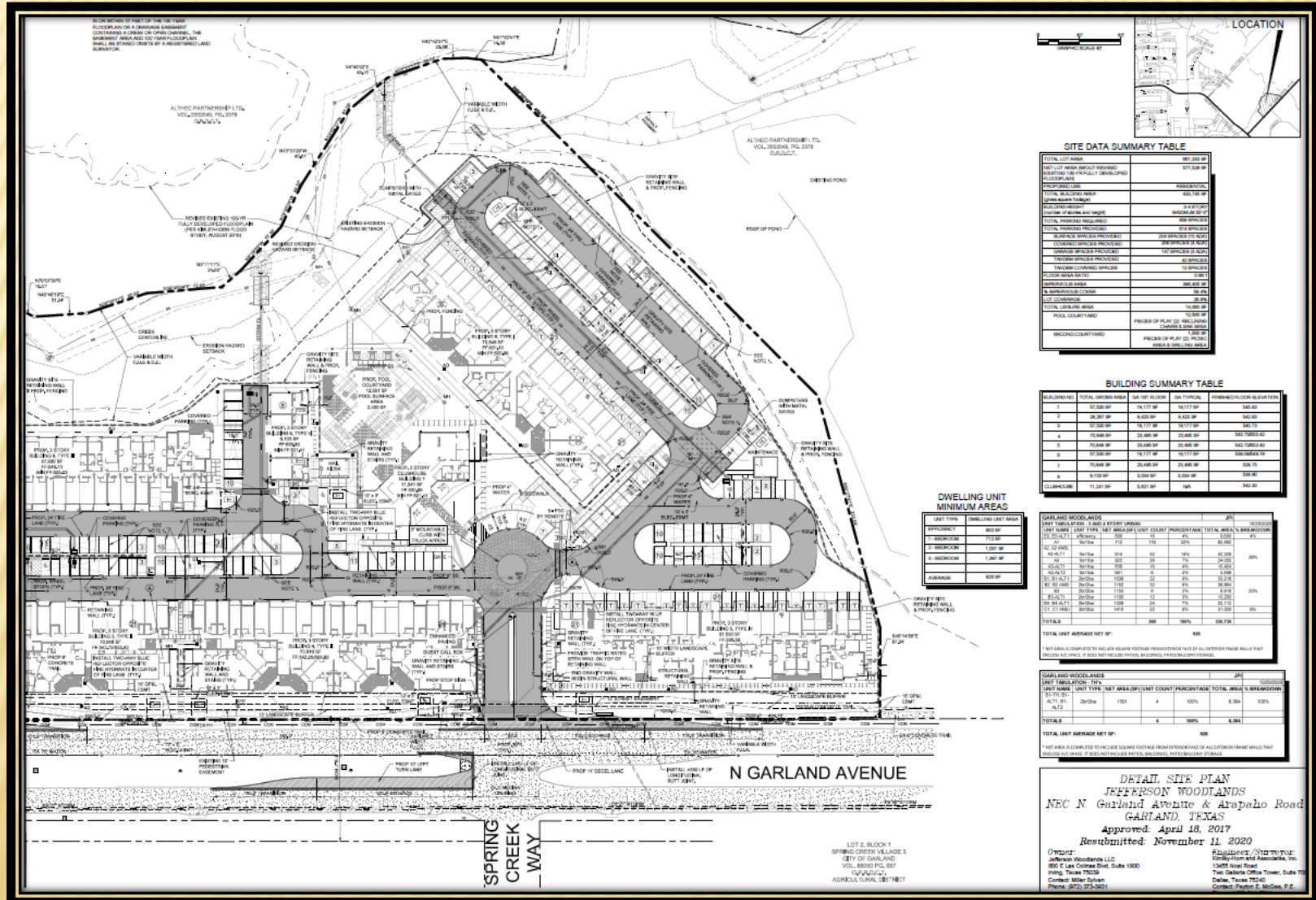


Existing Site Plan





Existing Site Plan





Existing Landscape Plan



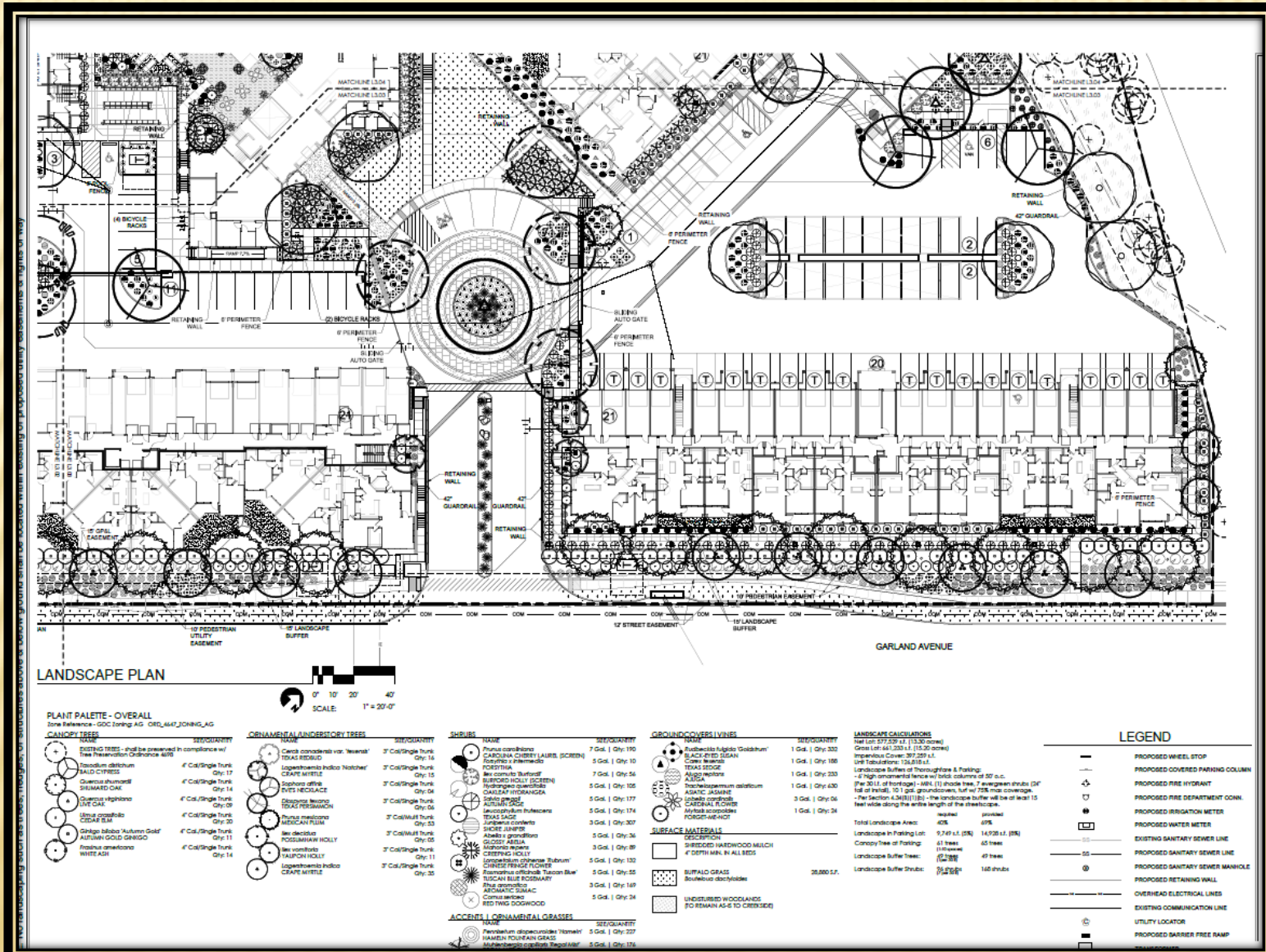


Existing Landscape Plan





Z 20-37



[illegible]

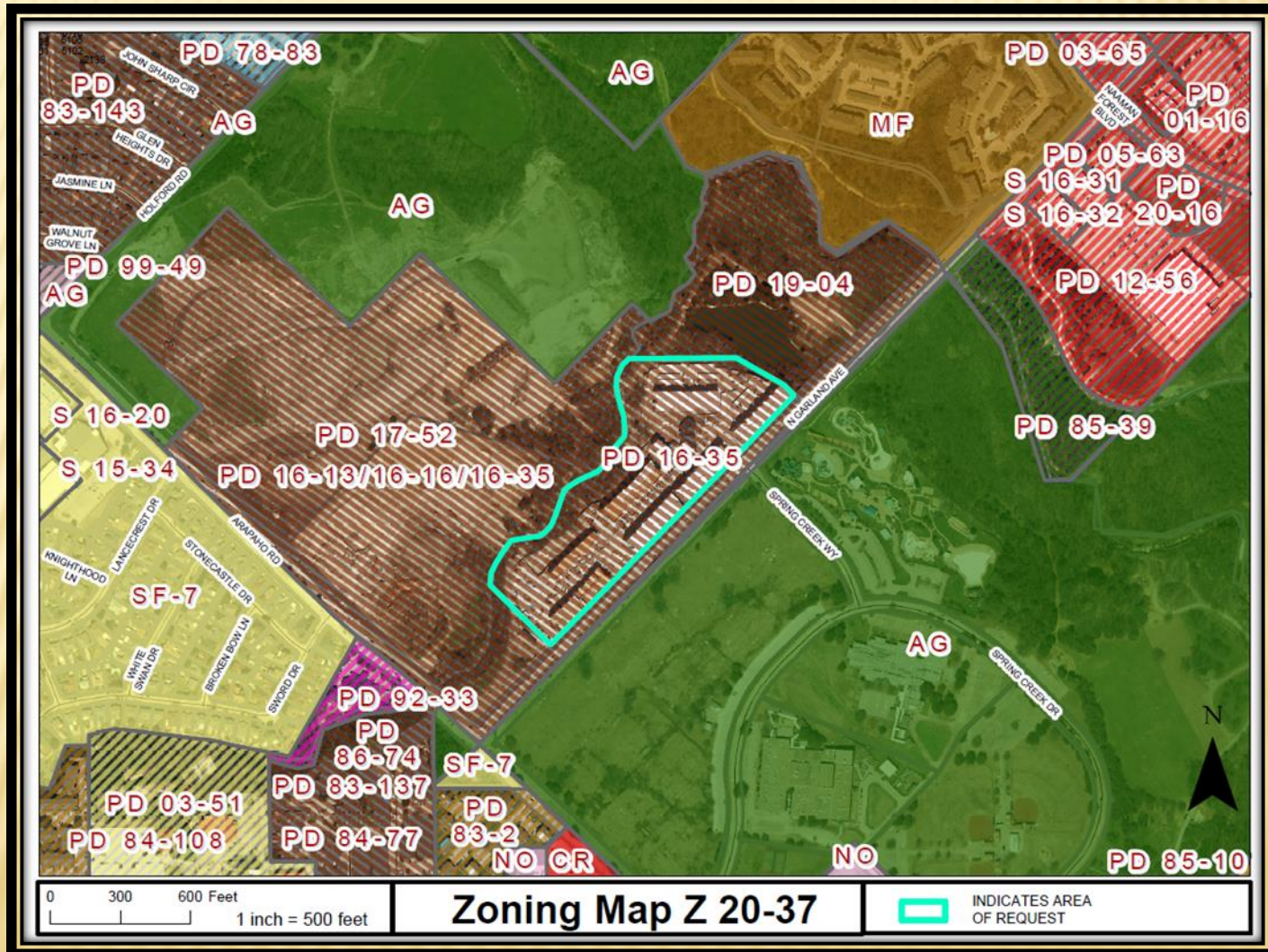


Existing Landscape Plan





Z 20-37





GARLAND

City Council Regular Session Agenda

Meeting Date: 12/15/2020

Item Title: Board and Commission Appointment

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

Summary:

Council Member Jerry Nickerson

- Lisa Araiza - Community Multicultural Commission
-

Attachments

Lisa Araiza - CMC



GARLAND

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**CITY OF GARLAND
RECEIVED
JUL 21 2020
CITY SECRETARY**

Application for City of Garland Boards/Commissions/Committees

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

Please Type or Print Clearly: Date: 07/07/2020

Name: Lisa Araiza Phone: _____

(Home)

Address: 1614 Caddy's Circle Phone: _____

(Other)

City, State, Zip: Garland, TX 75043 Email: _____

Resident of Garland for 12 years Resident of Texas for 50 years

✓ Dallas County Voter Registration Number _____ Garland City Council District Number 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.

Volunteer at school library

If you have previously served on a City Board or Commission, please specify and list dates of service.

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

GPWF; Church

What is your educational background?

high school diploma and 2 years college

What is your occupational experience?

Director of Business Operations at Presbyterian Hospital of Dallas; stay at home mom for 15 years; currently employed at Senior Helpers in downtown Garland.

I hereby affirm that all statements herein are true and correct. _____ Signature of Applicant

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

____ Board of Adjustment

____ Garland Youth Council **

____ Parks and Recreation Board

____ Citizens Environmental and Neighborhood Advisory Committee

____ Property Standards Board

____ Plan Commission

2 Community Multicultural Commission

1 Library Board

3 Senior Citizens Advisory Committee

____ Garland Cultural Arts Commission

____ Unified Building Standards Commission

**Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒
Current ☐

Past Due _____
Past Due _____

Date Appointed _____

Appointed By _____

CSO Suit/Claim Filed
Clerk Signature & Date

Yes _____ No ☒

Date Notified _____

Disclosure Form Filed _____

Courtney Vanover
7-21-20

Revised 03/2018



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

14.

Meeting Date: 12/15/2020

Item Title: Consider the Appointment of a Mayor Pro Tem and Deputy Mayor Pro Tem

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Council is requested to consider the election of a Mayor Pro Tem and if so desired a Deputy Mayor Pro-Tem.

Recommendation/Action Requested and Justification

Council discussion.
