



GARLAND

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

City of Garland
Council Chambers, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
Tuesday, December 14, 2021
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.

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

https://garlandtx.zoom.us/webinar/register/WN_9OzpaaRLTfqynUpaGloW-Q

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: 859 7052 0289

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made.

BRAILLE IS NOT AVAILABLE.



LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

CONSENT AGENDA

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

1. Consider approval of the minutes of the December 7 2021, Regular Meeting.
2. Consider approval of the following bids:
 - a.

Paving Machine	Bid No. 0173-22
Kirby-Smith Machinery, Inc.	\$405,980.00
 <i>This request is for the replacement purchase of a Paving Machine to be utilized by the Street Department.</i>	
 - b.

Wastewater Improvements in Alleys - Phase 1 Construction	Bid No. 1143-21
Trinity Miller Utility & Construction, LLC	\$879,524.00
Optional Contingency	<u>87,953.00</u>
TOTAL:	\$967,477.00

This request is for Phase 1 wastewater improvements which includes replacement of approximately 5,700 linear feet of existing wastewater lines in four of nine unimproved alleys. An Optional Contingency is included for any additional work that may be required.

c.	Bridge Remediation - Group 1C	Bid No. 1086-21
	IBCTX, LLC	\$1,796,969.00
	Optional Contingency	<u>179,697.00</u>
	TOTAL:	\$1,976,666.00

This request is to provide repairs for Bridge Inventory, Inspection and Appraisal Program (BRINSAP) - Group 1C, which includes existing bridges at 18 locations in the city of Garland. An Optional Contingency is included for any additional work that may be required.

d.	Ridgewood, Vista, Celeste Alley and Forestbrook Wastewater Main Replacements	Bid No. 0016-22
	La Banda, LLC	\$1,371,014.00
	Optional Contingency	<u>145,000.00</u>
	TOTAL:	\$1,516,014.00

This request is to provide construction services to replace wastewater mains in the alleys described as: Alley between E. Ridgewood Drive and Vista Drive from Cumberland Drive to Dairy Road, Alley between Vista Drive and E. Celeste Drive from Cumberland Drive to Dairy Road and Alley along Forestbrook Drive from Pleasant Valley Road to the cul-de-sac. An Optional Contingency is included for any additional work that may be required.

e.	South First Street and Alleys Wastewater Main Replacement	Bid No. 0181-22
	Jones Carter	\$139,500.00

This request is to obtain engineering and surveying services associated with replacement of approximately 5,975 linear feet of 8" wastewater mains including manholes and service laterals.

f.	Aerial Bucket Trucks	Bid No. 0222-22
	Altec Industries, Inc.	\$376,426.00

This request is for the replacement purchase of two Aerial Bucket Trucks to be utilized by the Transportation Department and Garland Power & Light.

- g. Playground Program Equipment (Lea) Bid No. 0223-22**
Lea Park & Play, Inc. \$296,615.00

This request is for the purchase of playground equipment for Armstrong Park, Yarborough Park and Tinsley Park in support of the Playground Replacement Program.

- h. Sewer Vacuum Truck Bid No. 0174-22**
Lonestar Freightliner Group, LLC \$479,464.75

This request is for the replacement purchase of a Sewer Vacuum Truck to be utilized by the Wastewater Department.

- i. Jet Truck Bid No. 0212-22**
Rush Truck Centers of Texas \$243,110.35

This request is for a new purchase of a Jet Truck to be utilized by the Water Department.

- j. Sewer Surveillance Van Bid No. 0117-22**
Rush Truck Centers of Texas \$253,407.00

This request is for a replacement purchase of a Sewer Surveillance Van to be utilized by the Wastewater Department.

- k. Pickup Trucks Bid No. 0219-22**
Silsbee Ford \$575,552.80

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

- l. 2022 Alley Reconstruction Group-A Design Bid No. 0210-22**
Grantham & Associates, Inc. \$147,000.00

This request is for the design of the 2022 Alley Reconstruction Group-A project. This project consists of reconstructing eleven alleys located in Council District 8 and includes approximately 8,500 SY of concrete paving and all incidentals.

- m. Dump Truck Bid No. 0221-22**
Freightliner of Austin \$125,822.00

This request is for the replacement purchase of one 12-yard Dump Truck to be utilized by the Water Department.

- n. Playground Program Equipment (Kompan) Bid No. 0224-22**
Kompan, Inc. \$310,516.92

This request is for the purchase of playground equipment for Carter Softball Complex, Woodland Park, Spring Creek Greenbelt and Montgomery Park in support of the Playground Replacement Program.

- 3. A public hearing was previously conducted for the following zoning case. Council approved the request and instructed staff to bring forth the following ordinance for consideration.**

- a. Zoning File No. Z 21-38, Kimley-Horn (District 6)**

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) an amendment to Planned Development (PD) District 17-37 to allow additional Single-Family Detached Homes and 2) a Detail Plan for Single-Family Detached Homes on a 2.904-acre tract of land located at 1902 Patterson lane; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

- 4. Consider a resolution authorizing the City Manager to execute an agreement to rehabilitate the West Kingsley Road crossing with the Kansas City Southern Railway Company (KCS); and providing an effective date.**

At the December 6, 2021 Work Session, Council considered authorizing the City Manager to execute an agreement with KCS to rehabilitate the West Kingsley Road railroad crossing.

- 5. Consider a resolution acknowledging the Dallas, Garland Northeastern Railroad Incorporated's Continued Rights, Title, and Interest to and upon that certain spur railroad crossings along with the public right-of-way on Miller Park Road north and south of Marquis Drive, and granting permission to reinstall crossing facilities in the future; and providing an effective date.**

At the December 6, 2021 Work Session, Council considered authorizing the City Manager to execute an agreement with Dallas, Garland & Northeastern Railroad, Inc. to rehabilitate West Miller Road railroad crossing.

6. **Consider a resolution authorizing the City Manager to execute an agreement to rehabilitate the South Jupiter Road Crossing with the Dallas, Garland & Northeastern Railroad, Inc.; and providing an effective date.**

At the December 6, 2021 Work Session, Council considered approving a resolution authorizing the City Manager to execute an agreement with Dallas, Garland & Northeastern Railroad, Inc. to rehabilitate the South Jupiter Road railroad crossing.

7. **Consider a resolution authorizing the City Manager to execute an agreement to rehabilitate the West Miller Road Crossing with the Dallas, Garland & Northeastern Railroad, Inc.; and providing an effective date.**

At the December 6, 2021 Work Session, Council considered authorizing the City Manager to execute an agreement with Dallas, Garland & Northeastern Railroad, Inc. (DGNO) to rehabilitate the West Miller Road railroad crossing.

8. **Consider a resolution of the City Council of the City of Garland, Texas, adopting an amendment to the 2019 Our Garland Parks, Recreation and Cultural Arts Strategic Master Plan ("Plan"); and providing an effective date.**

At the November 15, 2021 Work Session, staff presented recommendations for a park land acquisition policy, which seeks to provide guidance and best practices to the City Council and City staff towards strategic and equitable investment of public park land.

9. **Consider a resolution authorizing the donation of certain surplus and operationally obsolete equipment to the Garland Emergency Corps ("GEC") for public purpose and benefit, and providing an effective date.**

At the December 6, 2021 Work Session, Council considered donating a small dump truck and a 20' / 22' utility equipment trailer to the Garland Emergency Corps (GEC).

10. **Request for Development Assistance from RMR Estate LLC**

Council is requested to approve the staff recommendation for a partial rebate of the applicable City development fees.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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

11. Hold a public hearing on:

- a. Consider a request by AJ Real Estate Investments, LLC to rezone the property to use the existing building for retail and restaurant uses. This property is located at 1640 and 1680 Eastgate Drive in District 5.**

Consideration of the application of AJ Real Estate Investments, LLC, requesting approval of a Change in Zoning from Planned Development (PD) District 69-31 for Community Retail Uses and Planned Development (PD) District 86-26 for Community Office Use to Community Retail (CR) District. This property is located at 1640 and 1680 Eastgate Drive. (File Z 21-43, District 5)

12. 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 Deborah Morris

- Ira Fuller Jr. - Senior Citizens Advisory Board

13. 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.

14. Adjourn.

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

Secretary's Office – audio CD's are \$1 each and DVD's are \$3 each.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

1.

Meeting Date: 12/14/2021

Item Title: Minutes December 7

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Consider approval of the minutes of the December 7 2021, Regular Meeting.

Recommendation/Action Requested and Justification

Attachments

Dec 7 Regular Meeting Minutes



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7 p.m. on Tuesday, December 7, 2021, in the Council Chambers at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

Present: Mayor Scott LeMay
Mayor Pro Tem Dylan Hedrick
Council Member Jeff Bass
Council Member Deborah Morris
Council Member Ed Moore
Council Member Rich Aubin
Council Member Robert Vera
Council Member Robert John Smith

Absent: Deputy Mayor Pro Tem B. J. Williams

Staff Present: City Manager Bryan Bradford
Deputy City Manager Mitch Bates
Assistant City Manager Judson Rex
Interim City Attorney Brian England
City Secretary Eloyce René Dowl

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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Amy Dunphy, Community Outreach Coordinator, Animal Services, presented The Pet of the Month.

Mayor LeMay, along with Council Member Aubin and Council Member Morris, presented the Neighborhoods USA Awards to the Orchard Hills Neighborhood Association for the Neighborhood Newsletter Competition, the Who's Who in Garland's Neighborhoods USA Award to Margi Bice, and the Neighborhood of the Year Award to the Travis College Hill with Kay Moore, Louis Moore, and Trayc Claybrook accepting the award.

CONSENT AGENDA

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

Motion was made by Mayor Pro Tem Hedrick to approve the Consent Agenda as presented, seconded by Council Member Vera. Motion carried:

Vote: 8 ays, 0 nays

1. **APPROVED** Consider approval of the minutes of the November 16, 2021 Regular Meeting.
2. Consider approval of the following bids:
 - a. **APPROVED** Information Technology Data Backup Bid No. 0142-22
Solution Licensing and Support Agreement
EC America, Inc. \$144,284.32

This request is for the renewal of the licensing and support agreement for the City's IT data backup solution.

b. APPROVED Data Center Video Storage Capacity Expansion Bid No. 0145-22

Unique Digital, Inc. \$106,800.61

This request is for the hardware, software and support necessary for data center video storage capacity expansion due to an increase in video surveillance storage requirements.

c. APPROVED GP&L LED Street Light Conversion Labor and Equipment Bid No. 1393-21

Highway Intelligent Traffic Solutions, Inc. \$1,849,181.25

This request is to provide labor and equipment needed for the completion of the LED Street Light Conversion project.

d. APPROVED Hyland OnBase Document Management Renewal Bid No. 0146-22

DataBank IMX, LLC \$220,223.54

This request is for the renewal of support and maintenance services for the City's Hyland OnBase enterprise document management system.

e. APPROVED Laboratory Ventilation Preventive Maintenance and Repair Service Agreement Bid No. 0047-22

Siemens Industry, Inc. \$167,797.26

The request is to provide preventive maintenance and repair services for the City of Garland Laboratory Service Buildings ventilation system. This approval is for a Term Agreement with four optional renewals.

f. APPROVED Ford and Belmont Alleys Wastewater Mains Replacement Bid No. 0014-22

Joe Funk Construction, Inc. \$886,206.48
Optional Contingency 100,000.00
TOTAL: \$986,206.48

This request is to provide construction services to replace approximately 3,000 linear feet of wastewater mains, including manholes and service laterals. An Optional Contingency is included for any additional work that may be required.

- g. APPROVED Final Effluent Pump Motors Bid No. 0175-22**
Jersey Equipment Company \$193,610.00

This request is for the replacement purchase of two General Electric motors for the Final Effluent Pumps, to pump plant effluent to the final outfall.

- h. APPROVED GP&L College to Brand 138kV Bid No. 0073-22**
Transmission Line Upgrade Materials
Techline, Inc. \$1,433,990.10
Optional Contingency 143,399.01
TOTAL: \$1,577,389.11

This request is for the purchase of conductor, optical ground wire, and associated construction materials needed for the College to Brand 138kV Transmission Line upgrade. An Optional Contingency is included for any additional materials that may be required.

- i. APPROVED Parking Lot Improvements at Various Bid No. 1363-21**
Park Sites
Home Run Construction \$3,044,516.30
Optional Contingency 305,500.00
TOTAL: \$3,350,016.30

This request is to provide pavement and drainage improvements at eight parking lots. An Optional Contingency is included for any additional work that may be required.

- j. APPROVED Montclair No. 2 & No. 3 Drainage Bid No. 0187-22**
Improvements Design Services
O'Brien Engineering, Inc. \$473,943.00

This request is to obtain professional services for the design of drainage, roadway, water and sanitary sewer improvements within the Montclair Subdivision along La Jolla Drive, as well as the intersecting streets of Intervale Drive, Mill River Drive, Tahoe Drive, and Birchwood Drive.

- k. APPROVED Downtown Improvements - Construction Bid No. 0188-22**
Materials Testing Services
Alliance Geotechnical Group \$127,707.00

This request is to obtain Construction Materials Testing Services in support of the Downtown Improvements - Public Space, Infrastructure and Surrounding Streetscapes.

- l. APPROVED Saturn Springs Estates Drainage Bid No. 0189-22**
Improvements Design Services

O'Brien Engineering**\$1,183,860.00**

This request is to obtain professional services for the design of drainage, roadway, water and sanitary sewer improvements within the Briarwood, Glenbrook and Saturn Springs Drainage Systems, located in the Saturn Springs Estates neighborhood.

m. APPROVED GP&L Elm Grove Switch Station Cut-In Materials Bid No. 0095-22

KBS Electrical Distributors, Inc.	\$108,185.93
Optional Contingency	<u>10,818.59</u>
TOTAL:	\$119,004.52

This request is for the purchase of a 75' tubular structure and associated materials needed for the cut-in of the Wylie to Elm Grove transmission line to the Elm Grove Switch Station. An Optional Contingency is included for any additional materials that may be required.

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

a. APPROVED Zoning File No. Z 21-29, Millennium Village, L.P. / Masterplan (District 7)

Ordinance No. 7273 amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Change in Zoning from Planned Development (PD) District 85-20 for Community Retail Uses to a Planned Development (PD) District for Multi-family Use and 2) a Detail Plan for Multi-family development on a 4.540-acre tract of land located at 1602 Belt Line Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

b. APPROVED Zoning File No. Z 21-34, Westfall Engineering, PLLC (District 1)

Ordinance No. 7274 amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Specific Use Provision for Restaurant, Drive-Through and 2) a Detail Plan for Restaurant, Drive-Through on a 0.784-acre tract of land zoned Planned Development (PD) District 13-02 and located at 5300 North Garland Avenue; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

c. APPROVED Zoning File No. Z 21-40, Mousa Abudaabes, Plato's Closet Store (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 04-54 to allow a Used Goods, Retail Sales (Indoors) Use and 2) a Specific Use Provision to allow a Used Goods, Retail Sales (Indoors) Use on a 9.9224-acre tract of land located at 4430 Lavon Drive, Suite 374; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

4. APPROVED Minute action approving the Council Rules of Order and Policies

At the August 2, 2021 and August 16, 2021 Work Session, Council Member Robert John Smith, chair of the Administrative Service Committee, presented several changes to the Council Rules of Order and Policies that were agreed upon by the Council. These changes to the Council policies included items regarding facility naming and dedication plaques, donation handling, businesses engaging in the creation of economic brownfield's, dignitary recognition protocols, and City facilities' usage policies and procedures.

5. APPROVED Ordinance No. 7276 amending section 4.61, "Administrative Approval of Alternative Compliance," of Chapter 4, Article 4, Division 5, of the Garland Development Code for the City of Garland, Texas; providing a Savings Clause; providing a Severability Clause; and setting an effective date.

Council approved an ordinance amending Section 4.61, "Administrative Approval of Alternative Compliance," of Chapter 4, Article 4, Division 5, of the Garland Development Code. Council was briefed on this item at the November 8, 2021 Work Session.

6. APPROVED Ordinance No. 7277 adding an Article II, "Property Maintenance and Nuisance Abatement," of Chapter 32, "Property Sanitation and Housing Services," of the Code of Ordinances of the City of Garland, Texas; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Savings Clause and Severability Clause; and providing and effective date.

Council approved an ordinance adding an Article II, to Chapter 32, of the Code of Ordinances, "Property Maintenance and Nuisance Abatement" and "Property Sanitation and Housing Services." This item was presented to Council at the November 8, 2021 Work Session.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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7. Hold public hearings on:

- a. **APPROVED** Consider a Zoning request by Kimley-Horn to allow 13 additional Single-Family Detached Homes at Riverset. This site is located at 1902 Patterson Lane in District 6.

Consideration of the application of Kimley-Horn, requesting approval of an amendment to Planned Development (PD) District 17-37 to allow additional Single-Family Detached Homes. This property is located at 1902 Patterson Lane. (File Z 21-38, District 6)

Mayor LeMay stated that Council Member Vera asked to take action on Items 7a and 7b with one vote:

The staff report was presented by William Guerin, Director of Planning. The speaker on this item was Bryce Echenberger, Consultant.

There was discussion by the Council.

Motion was made by Council Member Vera to approve the request as presented, seconded by Council Member Moore. Motion carried:

Vote: 8 ayes, 0 nays

- b. **APPROVED** Consider a Detail Plan request by Kimley-Horn to allow 13 additional Single-Family Detached Homes at Riverset. This site is located at 1902 Patterson Lane in District 6.

Consideration of the application of Kimley-Horn, requesting approval of a Detail Plan for Single-Family Detached Homes on a property zoned Planned Development (PD) District 17-37. This property is located at 1902 Patterson Lane. (File Z 21-38, District 6)

8. Citizen comments: Joshua Garcia

9. **Adjourn:** There being no further business to come before the City Council, Mayor LeMay adjourned the meeting at 7:35 p.m.

Submitted By:

Scott LeMay, Mayor

Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. a.

Meeting Date: 12/14/2021

Item Title: Paving Machine

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0173-22

Purchase Justification:

This request is for the replacement purchase of a Paving Machine to be utilized by the Street Department.

Evaluation:

The Paving Machine is available from Kirby-Smith Machinery, Inc., through the BuyBoard Cooperative Purchasing Contract 597-19.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Kirby-Smith Machinery, Inc.	All	\$405,980.00
TOTAL:		\$405,980.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 46352

Fiscal Impact

Total Project/Account: \$410,000 *

Expended/Encumbered to Date: 0

Balance: \$410,000

This Item: 405,980

Proposed Balance: \$4,020

Account #: 692-4699-3981115-9009

Fund/Dept/Project – Description and Comments:

Miscellaneous Tax Supported CIP / Infrastructure Equipment

This purchase is for the emergency replacement of the Street Department's paving machine.

* A Budget Amendment to the 2021 Capital Improvement Program will be brought to City Council for consideration at a future date to appropriate an additional \$410,000 to the Infrastructure Equipment capital project for this request. The City's cash reserves will be used to fund this capital request, and a Reimbursement Certificate will be issued allowing the reserve to be replenished in May 2022 when Certificates of Obligation are issued to fund this request and the upcoming 2022 CIP.

Attachments

Bid Recap

Fiscal Reference:

Budget Type:	CIP
Fiscal Year:	2021
Document Location:	Page 197

Budget Director Approval:	Allyson Bell Steadman	Approval Date: 12/01/2021
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Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 12/01/2021
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**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. b.

Meeting Date: 12/14/2021

Item Title: Wastewater Improvements in Alleys - Phase 1 Construction

Submitted By: Michael Polocek, Engineering Director

Bid Number: 1143-21

Purchase Justification:

This request is for Phase 1 wastewater improvements which includes replacement of approximately 5,700 linear feet of existing wastewater lines in four (4) of nine (9) unimproved alleys. The four (4) alleys are as follows: Alley between Russell Drive and Cedar Circle; Alley between S. Fifth Street and Parkway Drive; Alley between Sherwood Drive and Westchester Drive; and Alley between Old Orchard Road and Larry Drive. 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. Ten (10) bids were received and evaluated with Trinity Miller Utility and Construction, LLC, submitting the Straight Low Bid.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Trinity Miller Utility & Construction, LLC	All	\$879,524.00
Optional Contingency		87,953.00
	TOTAL:	\$967,477.00

Basis for Award: Straight Low Bid

Purchase Requisition #: 46008

Fiscal Impact

Total Project/Account:	\$5,555,000
Expended/Encumbered to Date:	3,000,903
Balance:	\$2,554,097
This Item:	967,477
Proposed Balance:	\$1,586,620

Account #: 230-4149-321900-9305
Fund/Dept/Project – Description and Comments:
Wastewater CIP / Rehab Sewer Collection Mains in Dirt Alleys

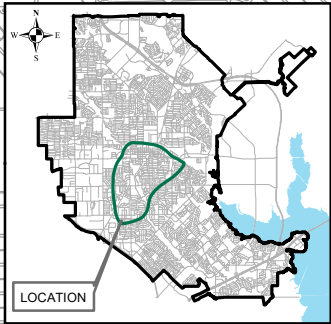
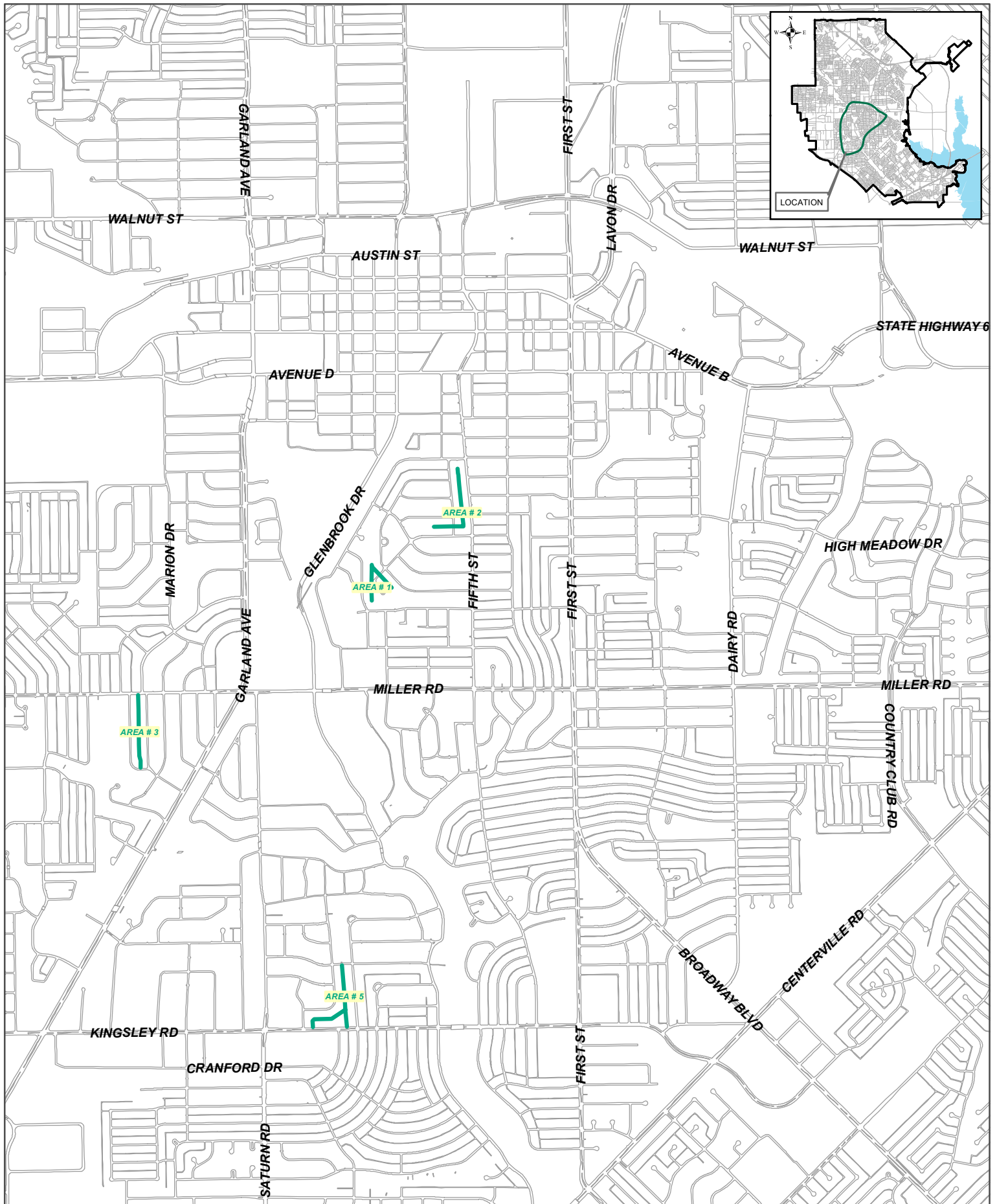
Attachments

Bid Recap#1 of 2
Bid Recap #2 of 2
Location Map

Fiscal Reference:
Budget Type: CIP
Fiscal Year: 2021
Document Location: Page 270

Budget Director Approval:	Allyson Bell Steadman	Approval Date: 12/03/2021
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 12/03/2021

[illegible]



WASTEWATER REPLACEMENTS
IN NINE ALLEYS
(PHASE 1)

Scale: NTS
Date: 8/19/2021
Drawn: JW
File: WWReplacement.mxd

Sheet
1
of
1



Not to Scale



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. c.

Meeting Date: 12/14/2021

Item Title: Bridge Remediation - Group 1C

Submitted By: Michael Polocek, Engineering Director

Bid Number: 1086-21

Purchase Justification:

This request is to provide repairs for Bridge Inventory, Inspection and Appraisal Program (BRINSAP) - Group 1C, which includes existing bridges at 18 locations in the city of Garland. The scope of construction includes removal, disposal and repairs of concrete and asphalt pavement, curb and gutter, head wall/wing wall, bridge slope protection, crack-sealing, wall repair, approach slab repair, etc. 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 with IBCTX, LLC, submitting the Straight Low Bid.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
IBCTX, LLC		All	\$1,796,969.00
Optional Contingency			179,697.00
		TOTAL:	\$1,976,666.00

Basis for Award: Straight Low Bid

Purchase Requisition #: 46414

Fiscal Impact

Total Project/Account:	\$8,712,314
Expended/Encumbered to Date:	5,329,004
Balance:	\$3,383,310
This Item:	1,976,666
Proposed Balance:	\$1,406,644
Account #:	692-1409-1424807-9011

Fund/Dept/Project – Description and Comments:

Drainage CIP / Bridge and Drainage Infrastructure Remediation

Attachments

Bid Recap

Location Map

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

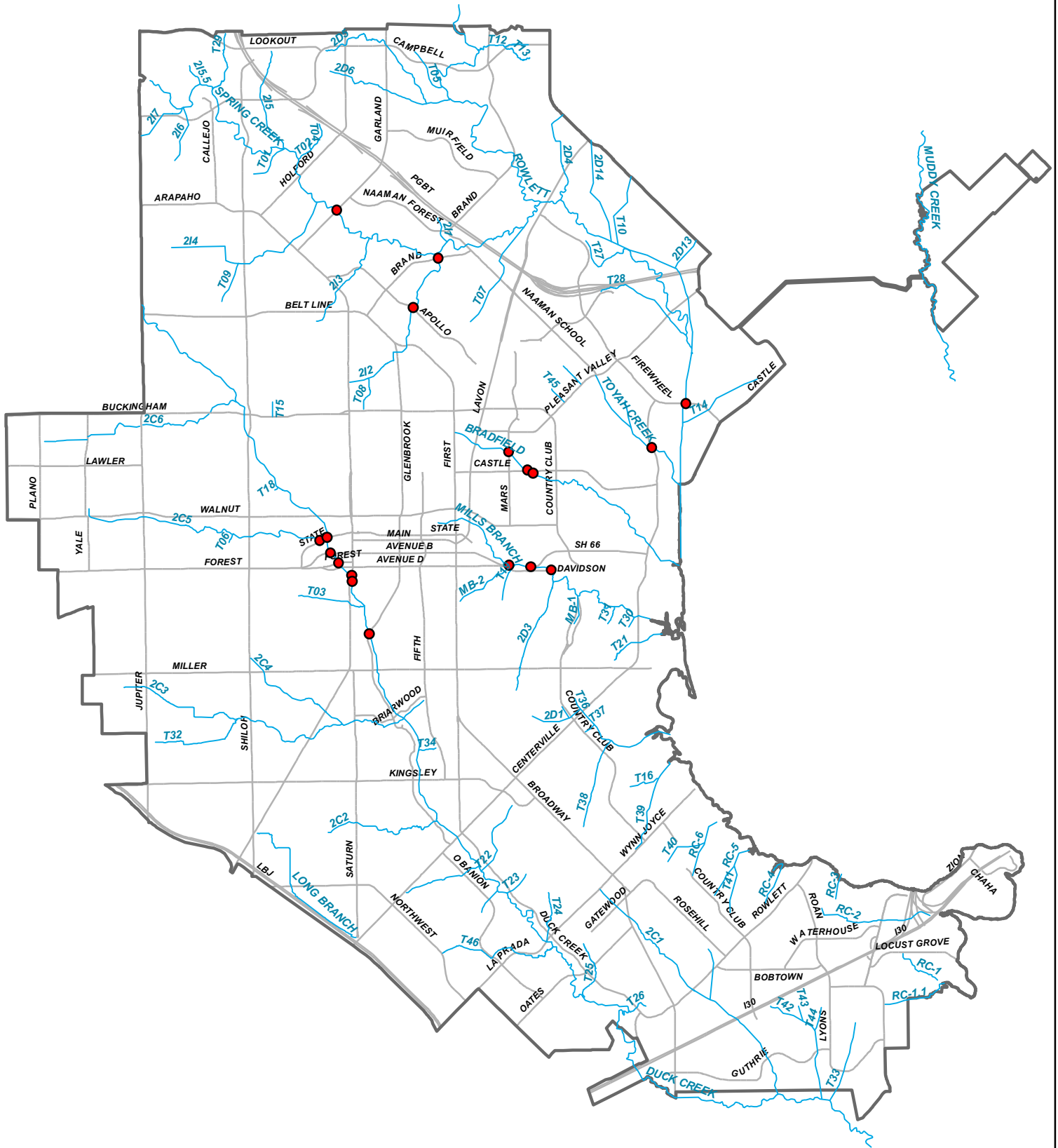
Document Location: Page 129

Budget Director Approval: Allyson Bell Steadman

Approval Date: 12/06/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/03/2021





**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. d.

Meeting Date: 12/14/2021

Item Title: Ridgewood, Vista, Celeste Alley and Forestbrook Wastewater Main Replacements

Submitted By: Wes Kucera, Managing Director

Bid Number: 0016-22

Purchase Justification:

This request is to provide construction services to replace wastewater mains in the alleys described as: Alley between E. Ridgewood Drive and Vista Drive from Cumberland Drive to Dairy Road; Alley between Vista Drive and E. Celeste Drive from Cumberland Drive to Dairy Road; and Alley along Forestbrook Drive from Pleasant Valley Road to the cul-de-sac. 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. Ten (10) bids were received and evaluated with La Banda, LLC, submitting the Straight Low Bid.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
La Banda, LLC		All	\$1,371,014.00
Optional Contingency			145,000.00
		TOTAL:	\$1,516,014.00

Basis for Award: Straight Low Bid

Purchase Requisition #: 46160

Fiscal Impact

Total Project/Account: \$6,943,992

Expended/Encumbered to Date: 4,205,530

Balance: \$2,738,462

This Item: 1,516,014

Proposed Balance: \$1,222,448

Account #: 230-4149-3219000-9305, 651-4699-1442519-9011, and 831-4693-7111

Fund/Dept/Project – Description and Comments:

Wastewater CIP / Rehab Sewer Collection Mains in Dirt Alleys	\$ 876,153
Street/Transportation CIP / Paving of Unimproved Alleys	330,869
Infrastructure Repair & Replacement Fund / Construction	308,992
TOTAL	\$1,516,014

Attachments

Bid Recap 1 of 2

Bid Recap 2 of 2

Fiscal Reference:

Budget Type: Operating Budget
 CIP

Fiscal Year: 2021-22

Document Location: 2021 CIP - Pages 122 & 270; 2021-22 Prop. Oper. Budget - Page 216

Budget Director Approval:	Allyson Bell Steadman	Approval Date:	12/06/2021
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Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	12/02/2021
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**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. e.

Meeting Date: 12/14/2021

Item Title: South First Street and Alleys Wastewater Main Replacement

Submitted By: Wes Kucera, Managing Director

Bid Number: 0181-22

Purchase Justification:

This request is to obtain engineering and surveying services associated with replacement of approximately 5,975 linear feet of 8" wastewater mains including manholes and service laterals. The mains are primarily located east of South First Street and north of Tulip Drive, including existing alleys. These replacements are part of the 2019 Wastewater Master Plan annual pipeline renewal recommendation.

Evaluation:

Jones | Carter was selected as the Most Qualified firm for this project from RFQ 0767-18 based on previous experience on RCWWTP 54-inch wastewater main rehabilitation project of similar scope and magnitude.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Jones Carter	All	\$139,500.00
TOTAL:		\$139,500.00

Basis for Award: Most Qualified

Purchase Requisition #: 46377

Fiscal Impact

Total Project/Account:	\$5,555,000
Expended/Encumbered to Date:	4,844,533
Balance:	\$710,467
This Item:	139,500
Proposed Balance:	\$570,967
Account #:	230-4149-3219000-7101

Fund/Dept/Project – Description and Comments:

Wastewater CIP / Rehab Sewer Collection Mains in Dirt Alleys

AttachmentsBid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: Page 270

Budget Director Approval: Allyson Bell Steadman

Approval Date: 12/06/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/02/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. f.

Meeting Date: 12/14/2021

Item Title: Aerial Bucket Trucks

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0222-22

Purchase Justification:

This request is for the replacement purchase of two (2) Aerial Bucket Trucks to be utilized by the Transportation Department and Garland Power & Light.

Evaluation:

The Aerial Bucket Trucks are available from Altec Industries, Inc., through the Sourcewell Purchasing Cooperative Contract 012418-ALT.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Altec Industries, Inc.	All	\$376,426.00
TOTAL:		\$376,426.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 46436

Fiscal Impact

Total Project/Account: \$497,632
Expended/Encumbered to Date: 121,206
Balance: \$376,426
This Item: 376,426
Proposed Balance: \$0
Account #: 100-1711-9009, 444-3226-9009
Fund/Dept/Project – Description and Comments:

General Fund

Transportation Department	100-1711-9009	Replacement of Unit #170-0217	\$188,088
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Equipment Replacement Fund

Electric Utility	444-3226-9009	Replacement of Unit #320-1635	<u>188,338</u>
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TOTAL	\$376,426
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AttachmentsBid Recap

Fiscal Reference:

Budget Type:	Operating Budget
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Fiscal Year:	2021-22
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Document Location:	Prop. Budget - Pages 116 & 277
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Budget Director Approval:	Allyson Bell Steadman	Approval Date: 12/01/2021
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Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 12/01/2021
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**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. g.

Meeting Date: 12/14/2021

Item Title: Playground Program Equipment (Lea)

Submitted By: Rick Galceran, Capital Project Management Director

Bid Number: 0223-22

Purchase Justification:

This request is for the purchase of playground equipment for Armstrong Park, Yarborough Park and Tinsley Park in support of the Playground Replacement Program. Additional equipment needs will be brought to Council for consideration in a separate item. This project is part of the 2019 Bond Program and approved in the 2021 CIP.

Evaluation:

The equipment is being provided by Lea Park & Play, Inc., through the BuyBoard Cooperative Purchasing Contract 592-19.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Lea Park & Play, Inc.	All	\$296,615.00
TOTAL:		\$296,615.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 46439

Fiscal Impact

Total Project/Account:	\$4,795,000
Expended/Encumbered to Date:	4,997,333
Balance:	\$(202,333)
This Item:	296,615
Proposed Balance:	\$(498,948) *
Account #:	Various
Fund/Dept/Project – Description and Comments:	

Park CIP / Playground Replacement Program:

Armstrong Park	654-1429-1840419-9002	\$122,490
Yarborough Park	650-1429-1838400-9002	115,525
Tinsley Park	654-1429-1840019-9002	58,600
	TOTAL	\$296,615

* This program will continue into 2022. Additional 2019 General Obligation Bond funding will be requested in the 2022 Capital Improvement Program for this program.

Attachments**Bid Recap**

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: Page 84

Budget Director Approval: Allyson Bell Steadman

Approval Date: 12/06/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/02/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. h.

Meeting Date: 12/14/2021

Item Title: Sewer Vacuum Truck

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0174-22

Purchase Justification:

This request is for the replacement purchase of a Sewer Vacuum Truck to be utilized by the Wastewater Department.

Evaluation:

The Sewer Vacuum Truck is available from Lonestar Freightliner Group, LLC, through the BuyBoard Cooperative Purchasing Contract 601-19.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Lonestar Freightliner Group, LLC	All	\$494,464.75
TOTAL:		\$494,464.75

Basis for Award: Cooperative Purchase

Purchase Requisition #: 46353

Fiscal Impact

Total Project/Account: \$1,098,992

Expended/Encumbered to Date: 604,527

Balance: \$494,465

This Item: 494,465

Proposed Balance: \$0

Account #: 444-4123-9009

Fund/Dept/Project – Description and Comments:

Equipment Replacement Fund (ERF) / Wastewater Utility
Replacement of Unit #410-0199

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2021-22

Document Location: Prop. Budget - Page 277

Budget Director Approval: Allyson Bell Steadman

Approval Date: 12/01/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/01/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. i.

Meeting Date: 12/14/2021

Item Title: Jet Truck

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0212-22

Purchase Justification:

This request is for a new purchase of a Jet Truck to be utilized by the Water Department.

Evaluation:

The Jet Truck is available from Rush Truck Centers of Texas through the BuyBoard Cooperative Purchasing Contract 601-19.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Rush Truck Centers of Texas	All	\$243,110.35

TOTAL:		\$243,110.35

Basis for Award: Cooperative Purchase

Purchase Requisition #: 46373

Fiscal Impact

Total Project/Account: \$299,700
Expended/Encumbered to Date: 0
Balance: \$299,700
This Item: 243,110
Proposed Balance: \$56,590
Account #: 231-4123-9009
Fund/Dept/Project – Description and Comments:
Wastewater Utility Fund / Wastewater Collection / Capital

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2021-22

Document Location: Prop. Budget - Page 248

Budget Director Approval: Allyson Bell Steadman

Approval Date: 12/02/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/01/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. j.

Meeting Date: 12/14/2021

Item Title: Sewer Surveillance Van

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0117-22

Purchase Justification:

This request is for a replacement purchase of a Sewer Surveillance Van to be utilized by the Wastewater Department.

Evaluation:

This item was inadvertently awarded to the incorrect vendor at the November 16, 2021, City Council meeting. The Sewer Surveillance Van is available from Rush Truck Centers of Texas through the BuyBoard Cooperative Purchasing Contract 601-19.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Rush Truck Centers of Texas	All	\$253,407.00
TOTAL:		\$253,407.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 46284

Fiscal Impact

Total Project/Account: \$1,098,992
Expended/Encumbered to Date: 351,120
Balance: \$747,872
This Item: 253,407
Proposed Balance: \$494,465
Account #: 444-4123-9009
Fund/Dept/Project – Description and Comments:

Equipment Replacement Fund (ERF) / Wastewater Utility
Replacement of Unit #410-0084

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2021-22

Document Location: Prop. Budget - Page 277

Budget Director Approval: Allyson Bell Steadman

Approval Date: 12/01/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/01/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. k.

Meeting Date: 12/14/2021

Item Title: Pickup Trucks

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0219-22

Purchase Justification:

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

Evaluation:

These Pickup Trucks are available from Silsbee Ford through the TIPS Cooperative Purchasing Contract 200206.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Silsbee Ford	All	\$575,552.80
TOTAL:		\$575,552.80

Basis for Award: Cooperative Purchase

Purchase Requisition #: 46424

Fiscal Impact

Total Project/Account:	\$1,951,806
Expended/Encumbered to Date:	1,376,253
Balance:	\$575,553
This Item:	575,553
Proposed Balance:	\$0
Account #:	Various
Fund/Dept/Project – Description and Comments:	

<u>Fund / Department</u>	<u>Account #</u>	<u>Unit #</u>	<u>Amount (\$)</u>
<u>General Fund</u>			
Landfill	100-1603-9009	160-1339	\$ 69,375
<u>Equipment Replacement Fund</u>			
Animal Services	444-1931-9009	193-045	28,894
	444-1931-9009	193-1366	65,482
Wastewater Utility	444-4123-9009	410-165	68,859
	444-4124-9009	410-1212	44,860
Fleet Services	444-4821-9009	480-036	100,492
	444-4821-9009	480-047	76,907
<u>Street Department CIP</u>			
Infrastructure Equipment	692-4699-3981115-9009	469-261	60,342
	692-4699-3981115-9009	469-277	<u>60,342</u>
		TOTAL	\$575,553

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget
CIP

Fiscal Year: 2021-22

Document Location: Prop. Budget - Pages 111 & 277; CIP - Page 197

Budget Director Approval: Allyson Bell Steadman Approval Date: 12/06/2021

Purchasing Director Approval: Gary L. Holcomb Approval Date: 12/01/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. I.

Meeting Date: 12/14/2021

Item Title: 2022 Alley Reconstruction Group-A Design

Submitted By: Tye Tingey, Sr. Civil Engineer

Bid Number: 0210-22

Purchase Justification:

This request is for the design of the 2022 Alley Reconstruction Group-A project. This project consists of reconstructing eleven (11) alleys located in Council District 8 and includes approximately 8,500 SY of concrete paving and all incidentals. The alleys to be designed as part of this project are shown on the attached map.

Evaluation:

Grantham & Associates was selected as the Most Qualified firm for this project from RFQ 0212-19. They have previously completed multiple alley design projects for the Street Department; thus, they were chosen for this design work.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Grantham & Associates, Inc.	All	\$147,000.00
TOTAL:		\$147,000.00

Basis for Award: Most Qualified

Purchase Requisition #: 46428

Fiscal Impact

Total Project/Account: \$23,428,127
Expended/Encumbered to Date: 13,263,338
Balance: \$10,164,789
This Item: 147,000
Proposed Balance: \$10,017,789
Account #: 831-4693-7101
Fund/Dept/Project – Description and Comments:

Attachments

Bid Recap

2022-Alley exhibit-1

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2021-22

Document Location: Prop. Operating Budget - Page 216

Budget Director Approval: Allyson Bell Steadman

Approval Date: 12/06/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/03/2021

2022 Alley Reconstruction Group-A





**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. m.

Meeting Date: 12/14/2021

Item Title: Dump Truck

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0221-22

Purchase Justification:

This request is for the replacement purchase of one (1) 12-yard Dump Truck to be utilized by the Water Department.

Evaluation:

The Dump Truck is available from Freightliner of Austin through the TIPS Cooperative Purchasing Contract 200206.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Freightliner of Austin	All	\$125,822.00
TOTAL:		\$125,822.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 46435

Fiscal Impact

Total Project/Account: \$306,330
Expended/Encumbered to Date: 180,448
Balance: \$125,882
This Item: 125,822
Proposed Balance: \$0
Account #: 444-4032-9009
Fund/Dept/Project – Description and Comments:

Equipment Replacement Fund (ERF) / Water Utility
Replacement of Unit #400-0503

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2021-22

Document Location: Prop. Budget - Page 277

Budget Director Approval: Allyson Bell Steadman Approval Date: 12/01/2021

Purchasing Director Approval: Gary L. Holcomb Approval Date: 12/01/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. n.

Meeting Date: 12/14/2021

Item Title: Playground Program Equipment (Kompan)

Submitted By: Rick Galceran, Capital Project Management Director

Bid Number: 0224-22

Purchase Justification:

This request is for the purchase of playground equipment for Carter Softball Complex, Woodland Park, Spring Creek Greenbelt and Montgomery Park in support of the Playground Replacement Program. Additional equipment needs will be brought to Council for consideration in a separate item. This project is part of the 2019 Bond Program and approved in the 2021 CIP.

Evaluation:

The 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	\$310,516.92
		TOTAL:	\$310,516.92

Basis for Award: Cooperative Purchase

Purchase Requisition #: 46440

Fiscal Impact

Total Project/Account:	\$4,795,000
Expended/Encumbered to Date:	5,293,948
Balance:	\$(498,948)
This Item:	310,517
Proposed Balance:	\$(809,465) *
Account #:	Various
Fund/Dept/Project – Description and Comments:	

Park CIP / Playground Replacement Program:

Carter Softball Complex	654-1429-1840519-9002	\$144,716
Woodland Park	654-1429-1840619-9002	74,442
Spring Creek Greenbelt	654-1429-1840819-9002	20,279
Montgomery Park	654-1429-1840919-9002	71,080
	TOTAL	\$310,517

* This program will continue into 2022. Additional 2019 General Obligation Bond funding will be requested in the 2022 Capital Improvement Program for this program.

Attachments**Bid Recap**

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: Page 84

Budget Director Approval: Allyson Bell Steadman

Approval Date: 12/06/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 12/02/2021



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. a.

Meeting Date: 12/14/2021

Item Title: Z 21-38 Kimley-Horn (District 6)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 21-38 Kimley-Horn

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 21-38 Ordinance

Z 21-38 Exhibit A

Z 21-38 Exhibit B

Z 21-38 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 17-37 TO ALLOW ADDITIONAL SINGLE-FAMILY DETACHED HOMES AND 2) A DETAIL PLAN FOR SINGLE-FAMILY DETACHED HOMES ON A 2.904-ACRE TRACT OF LAND LOCATED AT 1902 PATTERSON LANE; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 11th day of November 2021, the Plan Commission did consider and make recommendations on a certain request for 1) an amendment to Planned Development (PD) District 17-37 to allow additional Single-Family Detached Homes and 2) a Detail Plan for Single-Family Detached Homes made by **Kimley- Horn**; 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) an amendment to Planned Development (PD) District 17-37 to allow additional Single-Family Detached Homes and 2) a Detail Plan for Single-Family Detached Homes on a 2.904-acre tract of land located at 1902 Patterson Lane 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 21-38

PASSED AND APPROVED this _____ day of _____,
2021.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 21-38

BEING a 2.904-acre tract, more or less, of land situated in the Levi Turner Survey, Abstract No. 1487, City of Garland, Dallas County, Texas and being all of Lot 17, Block 4, Riverset Addition, Phase 1, an Addition to the City of Garland, Texas, according to the plat thereof recorded in Instrument No. 201900225862, Official Public Records, Dallas County, Texas.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 21-38

1902 Patterson Lane

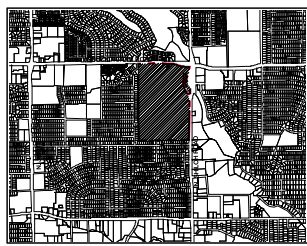
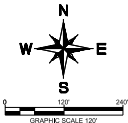
- I. Statement of Purpose:** The purpose of this Planned Development District is to amend the Planned Development (PD) District 17-37 to allow additional Single-Family Detached Homes.
- II. Statement of Effect:** This Planned Development shall not affect any regulations found in the Garland Development Code, Ordinance No. 6773, as amended prior to the adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Single-Family Attached (SF-5) District set forth in Chapter 2 of the Garland Development Code, Ordinance 6773 and Planned Development (PD) District 17-37, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
 - A. Detail Plan:** Development is to be in general conformance with the approved site plan labeled Exhibit C. In the event of conflict between the conditions and development plans, the conditions listed below are to apply.
- V. Specific Regulations:**
 - A. Regulating Plan and Pattern Book:** All uses, conditions, and standards shall comply with Exhibit C, D and E. If not provided in Exhibit C, D and E, all applicable standards in the Garland Development Code, Ordinance 6773, shall apply.
 - B. Maximum Number of Lots:** Thirteen (13) total lots for single-family detached use.
 - C. Alleys:** A total of two (2) single-family lots shall not require any alleys as shown in Exhibit C.
 - D. Homeowners Association:** A Homeowners Association shall be incorporated and each lot/homeowner shall be a mandatory member. The bylaws of this association shall establish a system of payment of dues; a system of enforcement of its rules and regulations; shall establish a clear and distinct

EXHIBIT B

definition of the responsibility of each member; and other provisions as deemed appropriate to secure a sound and stable association.

- E. Maintenance of Open/Common Space, Landscape Areas, Entry Features, Access Easements, Screening Walls/Fence In HOA Lots or Wall/Fence Maintenance Easements And Amenities In HOA Lots: Maintenance of open/common space, landscaped areas, entry features, access easements, screening walls/fences in HOA lots or wall/fence maintenance easements and amenities in HOA lots shall be the responsibility of the Homeowners Association.

EXHIBIT C



VICINITY MAP
SCALE: 1" = 2,000'



LEGEND	
---	PROPERTY LINE
---	PHASE LINE
---	PROPOSED DEVELOPER FENCE
---	PROPOSED SCREEN WALL
---	NEIGHBORHOOD SERVICES
---	LAND DEDICATED TO CITY OF GARLAND
---	AMENITY AREA
---	OPENSPACE
---	EXISTING ROW
---	2-STORY TOWN HOME (22'3/2" X 100')
---	VILLA (42'0"145" X 82')
---	GARDEN (40' X 113')
---	MANOR (50' X 115')
---	PROPOSED TURN LANE
---	ALLOWABLE NEIGHBORHOOD OFFICE

Land Use Acreage Summary	
Land Dedicated to City of Garland	2.3
Amenty Center	1.2
Open Space (OS)	14.1
Residential Lots / Residential Street ROW	83.5
Total	101.1
Existing City of Garland ROW	1.1

Open Space Acreage Summary	
Open Space (OS)	14.1
Land Dedicated to City of Garland	2.3
Total Percent Open Space	16.2%

Lot Type Summary	
Phase 1	
2-Story Town Home	99
Villa	70
Garden	58
Manor	65
Phase 1 Total Residential Lots	286
Phase 1 HOA Lots	21
Phase 2	
2-Story Town Home	70
Villa	0
Garden	191
Manor	0
Phase 2 Total Residential Lots	266
Phase 2 HOA Lots	10
Phase 3	
2-Story Town Home	0
Villa	0
Garden	11
Manor	2
Phase 3 Total Residential Lots	13
Phase 3 HOA Lots	2
Total Residential Lots	565

Density Summary (Units per Acre)	
Gross	5.0

CITY CASE NO. 150611-1 & 20025-2
ZONING: Z 21-38

DETAIL PLAN
FOR
RIVERSET
565 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

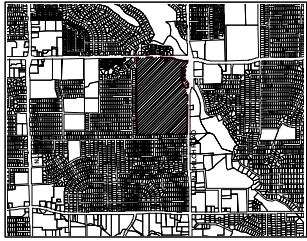
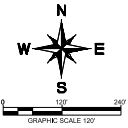
OWNER/DEVELOPER:
Wilbur-Riverside, LLC
5307 E. Mockingbird Lane Ste. 900
Dallas, TX 75205 (Tel) (972)
855-1343
Contact: Jennifer Rabon

ENGINEER/SURVEYOR:
Kimley-Horn
13455 Moor Rd. Two Galleria Office Tower
Ste. 700
Dallas, TX 75240
Tel (972) 770-1300
Contact: RYCE T. ECKENBERGER, P.E.

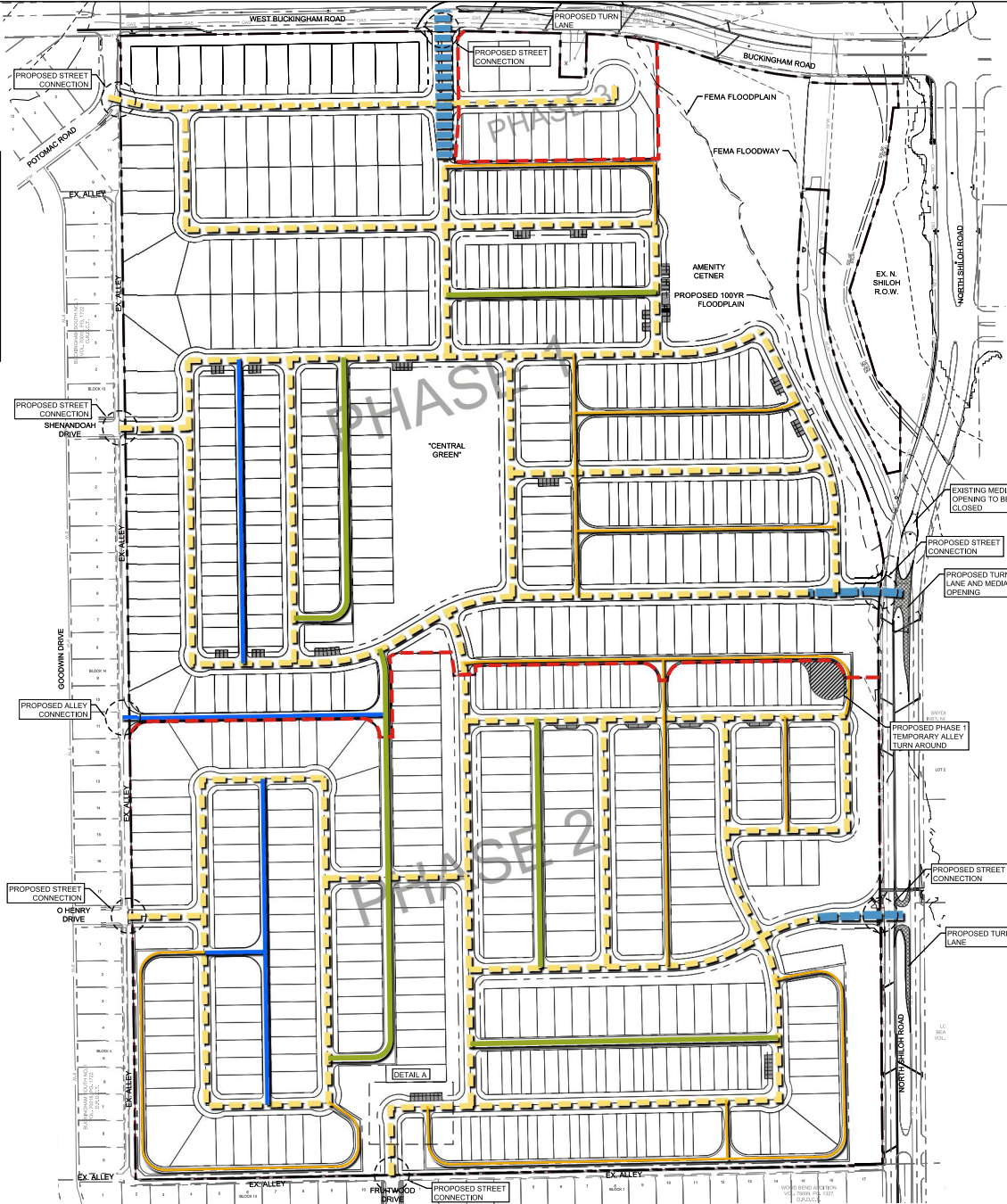
DESIGNED	DRAWN	CHECKED	SCALE	DATE	PROJECT NO.
RTE	RTE	MEH	AS SHOWN	OCT. 2021	200770003

D-1

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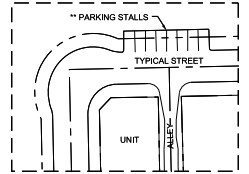


VICINITY MAP
SCALE: 1" = 2,000'



LEGEND	
---	PROPERTY LINE
---	PHASE LINE
---	7' DIVIDED ENTRY STREET
---	6' RESIDENTIAL COLLECTOR
---	5' RESIDENTIAL STREET
---	20' RESIDENTIAL ALLEY (10' PAVEMENT)
---	20' VILLA ALLEY (18' PAVEMENT)
---	30' MEWS ALLEY (24' PAVEMENT)
---	PROPOSED PARKING
---	PROPOSED TURN LANE
---	PROPOSED ALLEY TEMPORARY TURNAROUND

Required Parking for Single Family Attached	
Required Parking (1/4 space per lot)	60
Provided Parking (SFA)	66
Amenity Center Parking	12
Total Parking	78



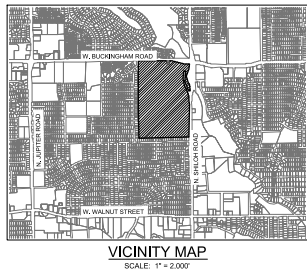
DETAIL 'A' TYPICAL STREET CONFIGURATION
** HOA TO MAINTAIN ALL PARKING SPACE PAVING WITHIN THE R.O.W. AND HOA LOTS

CITY CASE NO. 150611-1 & 20025-2
ZONING: Z 21-38

DETAIL PLAN
FOR
RIVERSET

565 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER/DEVELOPER		ENGINEER/SURVEYOR	
Wilbur-Smith, LLC 5307 E. Mockingbird Lane Ste. 900 Dallas, TX 75206 (Tel: 972) 855-1343 Contact: Jennifer Rabon		Kimley-Horn 13455 Moor Rd. Two Galleria Office Tower Ste. 700 Dallas, TX 75240 Tel: 972/770-1300 Contact: RYCE T. ECKENBERGER, P.E.	
DESIGNED	DRAWN	CHECKED	SCALE
RTE	RTT	MEH	AS SHOWN
DATE		PROJECT NO.	
OCT. 2021		260779003	



LEGEND

 PROPERTY LINE
 PHASE LINE

CITY CASE NO. 150611-1 & 20025-2
ZONING: Z 21-38

DETAIL PLAN
FOR
RIVERSET

565 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES

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CYNERIDEVELOPER

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865-1343
Contact: Jennifer Rabon

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ENGINEER/SURVEYOR

Kimley-Horn
13455 Noel Rd., Two Galleria Office Towers
Ste. 700
Dallas, TX 75240
Tel: (972) 770-1300
Contact: BRYCE T. ECKEBERGER, P.E.

DATE	KH PROJECT NO.
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
DTC	DTC	MEW	AS SHOWN	OCT. 2021	063270003

D-3



LEGEND

PHASE LINE 

MAJOR 8' CONCRETE TRAIL 

MINOR 5' CONCRETE TRAIL 



10/13/2014

Project:

GARLAND, TEXAS

D17247

Drawn: RD, LW

Reviewed: JH

Date Issued:
OCTOBER 13, 2021

Revisions:

Sheet Title:
**MASTER TRAIL
PLAN**

Sheet Number:
LSP 1.00

Z:\Ting\Garland_Vyrick\027527\03_Development\05_Pattern Book\04_CAD\02_Sheets\017247-LSP-0.dwg



PLANT LIST					
SYMBOL	PLANT NAME	PLANT NAME	PLANT NAME	PLANT NAME	PLANT NAME
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NOTES:
1. ALL PLANTING SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.
2. THE OWNER, TENANT, AND THEIR RESPECTIVE AGENTS, IF ANY, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, PRUNING, FERTILIZING, WATERING, MOWING, WEEDING, AND OTHER SUCH ACTIVITIES NECESSARY FOR THE PROPER MAINTENANCE OF THE PLANT MATERIAL. ALL AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIALS THAT ARE NOT PART OF THE LANDSCAPE. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
3. STREET TREES: ALL TREES ARE PLACED IN THE PARKWAY BETWEEN 2ND AND 3RD FROM THE BACK OF CURB. TREES TO BE SPACED AT A MAXIMUM OF 40' O.C. NO TREES ARE LOCATED IN VISIBILITY TRIANGLES AT INTERSECTIONS. TREE LOCATIONS ARE LAYING CONTRACTORS TO VERIFY UTILITIES PRIOR TO INSTALLATION.
4. SIDEWALKS: PLANTING 6" (6") ROOT SIDEWALKS ALONG BUCKINGHAM ROAD AND 6" (6") ROOT SIDEWALKS ALONG SHILOH ROAD ARE TO BE PROVIDED WITH A 4" UNSTRUCTURED NOTCH.
5. IRRIGATION SYSTEM: THE IRRIGATION SYSTEM SHALL PROVIDE WATER TO MAINTAIN THE PLANT MATERIAL IN A HEALTHY GROWING CONDITION AT ALL TIMES BY MEANS OF AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. THE SYSTEM SHALL INCLUDE A MAIN SLUIT AND PRESSURE SENSOR AND CONTROL TO MONITOR SYSTEM STATUS.
6. BARRIERS: BARRIERS TO MAINTAIN ALL PARKING SPACE PAVING WITHIN THE ROAD & SIDE LOTS.

NOTE:
ALL GRAY HATCHED TREES INSTALLED BY DEVELOPER, BUT USED TO SATISFY LOT REQUIREMENTS

2 SHRUB DETAIL

SECTION NOT TO SCALE

1 TREE DETAIL

SECTION NOT TO SCALE

LANDSCAPE CALCULATIONS BUCKINGHAM

	PROVIDED	REQUIRED
LANDSCAPE BUFFERS AT THOROUGHFARE		PERIMETER BRICK OR STONE SCREENING WALL ALONG SHILOH ROAD AND BUCKINGHAM ROAD. A MINIMUM 6' WIDE TRAIL, COMBINATION OF SHADE TREES, UNDER STORY TREES, SHRUBS, GRASSES, AND IRRIGATION
TOTAL LANDSCAPE AREA	36,740 S.F. (1,453 L.F.)	
LANDSCAPE TREE	29 TREES	29 TREES
EXISTING TREES	0	
LANDSCAPE BERMUDA	12,667 S.F.	
LANDSCAPE BUFFER	37,946 S.F.	16,840 S.F.

SYMBOL	PLANT NAME	PLANT NAME	PLANT NAME	PLANT NAME	PLANT NAME
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CITY
RE-SUBMITTAL
Meet Sheet 008
10/19/2021

Landscape Architects Planners
2001 Bryan Street, Suite 1450
Dallas, Texas 75201
(214) 744-0757 Fax: (214) 744-0755
Austin • Dallas • Fort Lauderdale
Fort Worth • Houston • San Antonio

Project:
RIVERSET

CITY CASE
NO. 150611-1
FILE NO. Z 17-37

WILBOW USA

GARLAND, TEXAS

D17247

Designed: JH, MM

Drawn: BD, LW

Reviewed: JH



TBG



Landscape Architects Planners
2001 Bryan Street, Suite 1450
Dallas, Texas 75201
(214) 744-6757 Fax: (214) 744-6755
Austin Dallas Fort Lauderdale
Fort Worth Houston San Antonio

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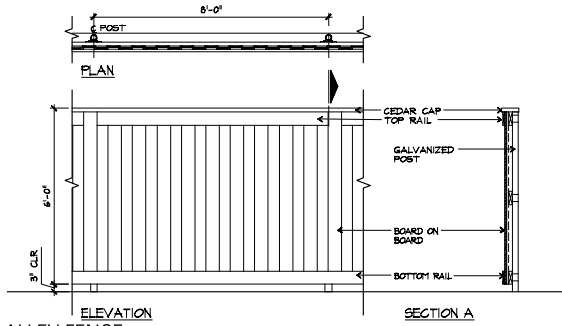
Reviewed: JH

Date Issued:
OCTOBER 13, 2021

Revisions:

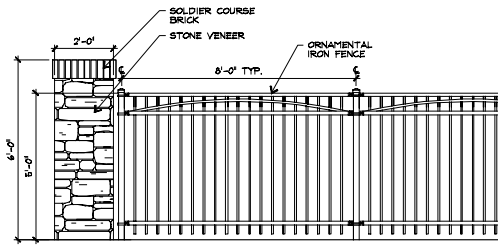
Sheet Title:
SITE DETAILS

Sheet Number:
LSP 1.03



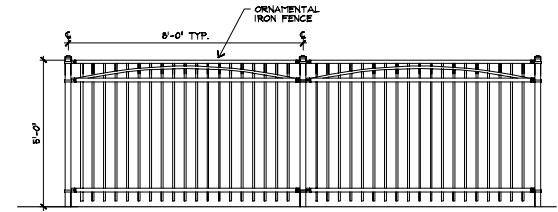
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SCALE: 1/2"=1'-0"



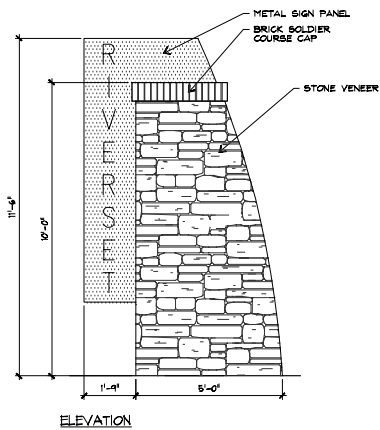
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SCALE: 1/2"=1'-0"



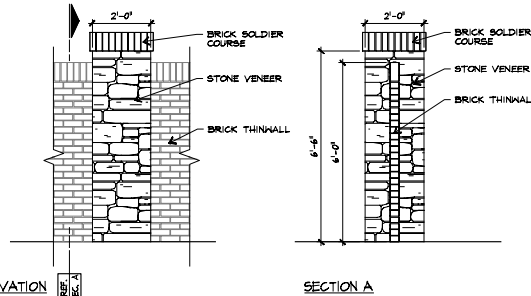
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SCALE: 1/2"=1'-0"



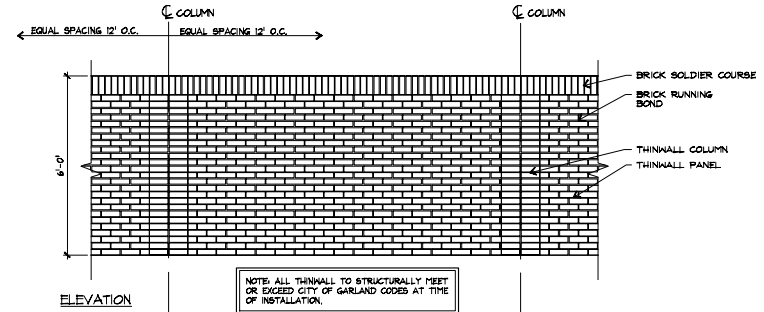
5 ENTRY MONUMENT

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



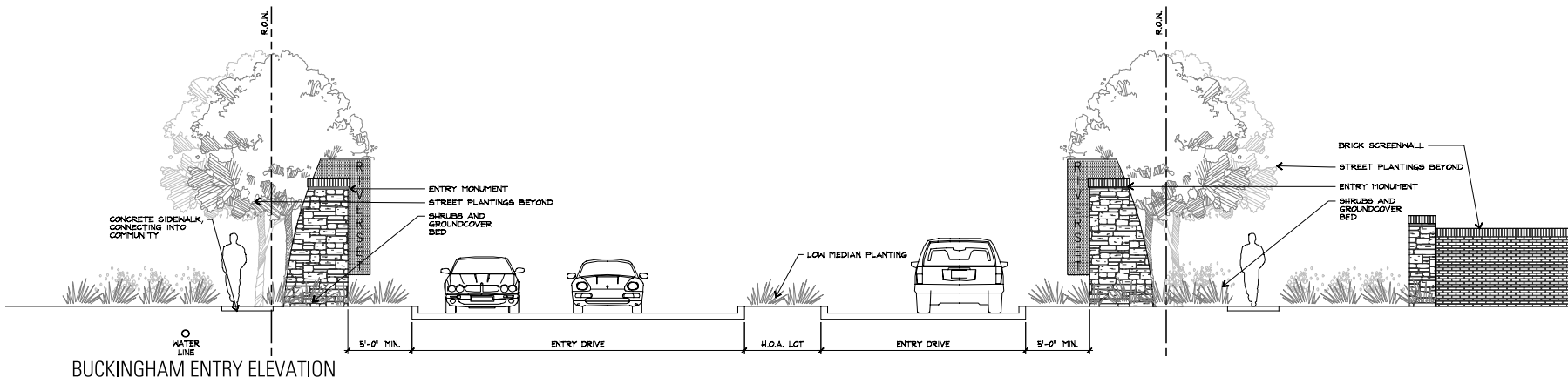
4 COLUMN

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



1 THIN WALL: PERIMETER FENCE @ SHILOH & BUCKINGHAM

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



BUCKINGHAM ENTRY ELEVATION

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



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Landscape Architects Planners
2001 Bryan Street, Suite 1450
Dallas, Texas 75201
(214) 744-6757 Fax: (214) 744-6785
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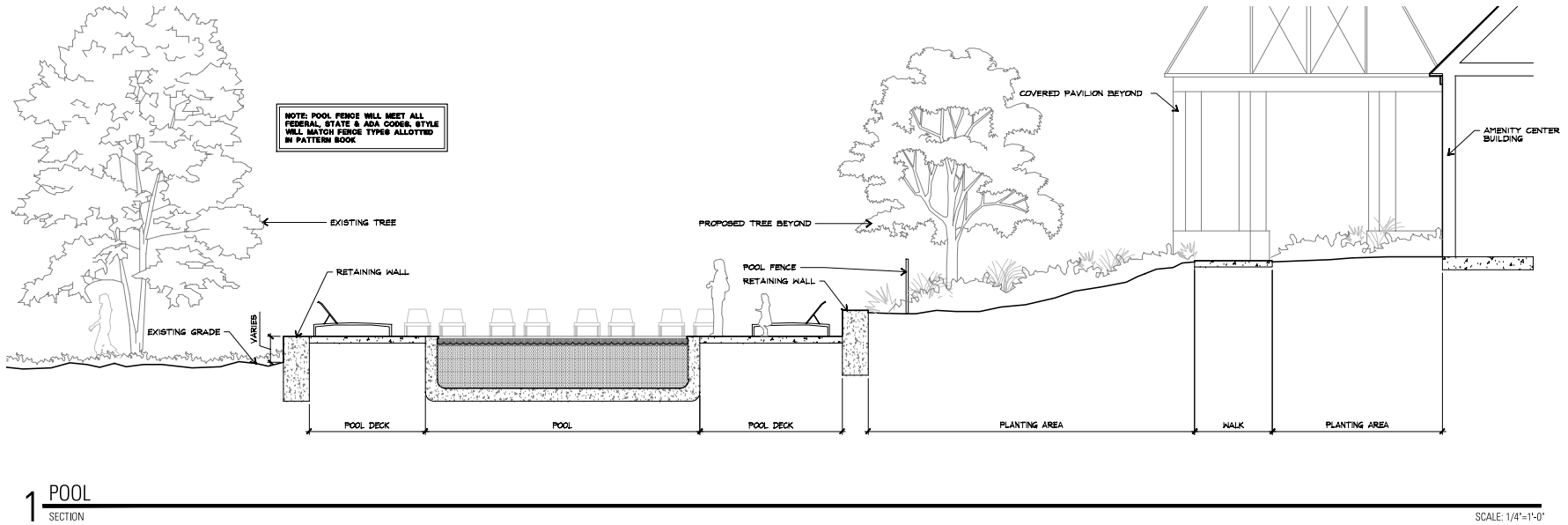
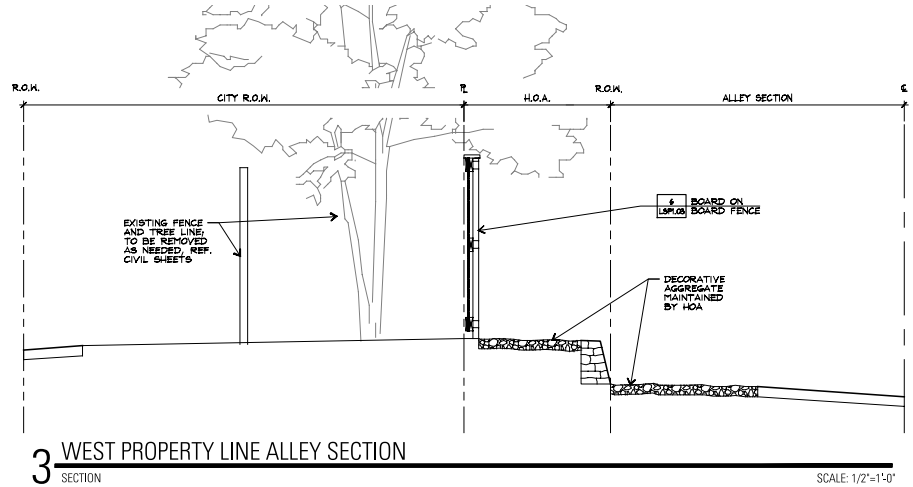
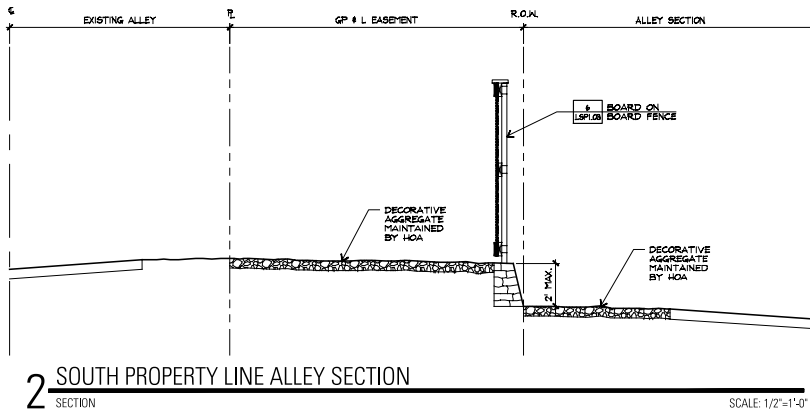
Reviewed: JH

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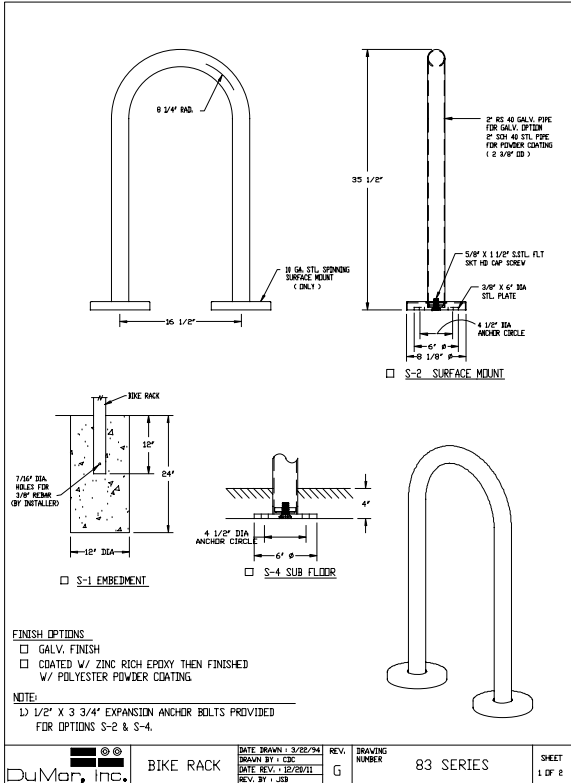
Revisions:

Sheet Title:
SITE DETAILS

Sheet Number:
LSP 1.04



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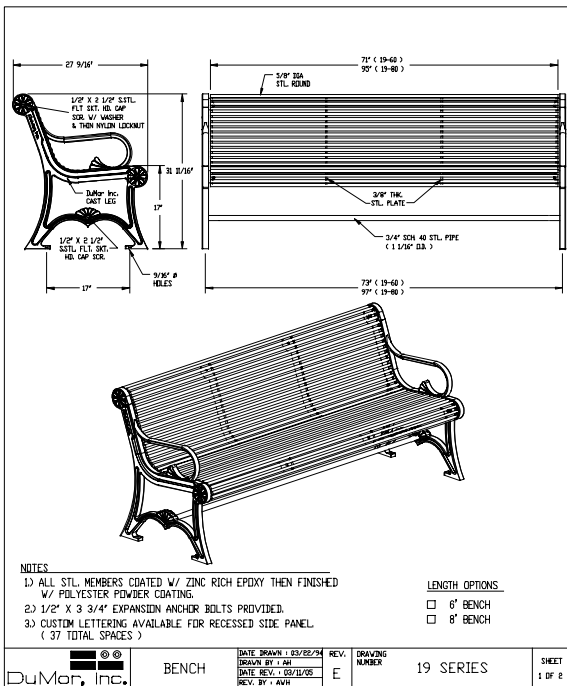


5 BIKE RACK (DUMOR - LOOP BIKE RACK 83)

SCALE: 1"-1'-0"

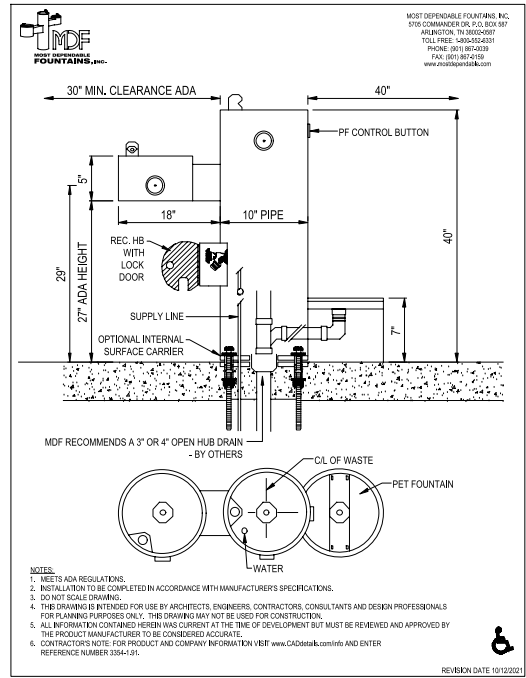
4 DOG WASTE STATION

SCALE: 1"-1'-0"



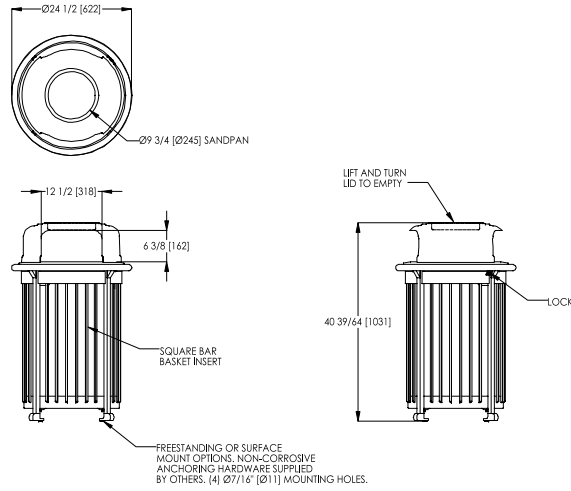
3 BENCH (DUMOR - BENCH 19)

SCALE: 1"-1'-0"



2 DOG WATER FOUNTAIN (MDF INC. MODEL 440 SM-FA)

NOT TO SCALE



1 TRASH RECEPTACLE (LANDSCAPE FORMS - SCARBROUGH)

SCALE: 1"-1'-0"



TBG



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Drawn: BD, LW

Reviewed: JH

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OCTOBER 13, 2021

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Sheet Number:

LSP 1.05

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2 STREET LIGHT (KIM LIGHTING - ERA HERITAGE)

NOT TO SCALE



1 BRANDON INDUSTRIES SIGNAGE

NOT TO SCALE



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Dallas, Texas 75201
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Drawn: BD, LW

Reviewed: JH

Date Issued:
OCTOBER 13, 2021

Revisions:

Sheet Title:
SITE DETAILS

Sheet Number:
LSP 1.06

Riverset

(Wyrick tract)

File# Z-21-38

A Master-Planned
Community Garland, Texas

Planned Development Standards / Regulating Plan

I. Purpose Statement: Applicable Regulations.

To establish a quality master planned multi-phase and multiple product residential community for the property described by metes and bounds on Exhibit “A” (the “Property”) of this PD Ordinance with a strong “Sense of Place” consisting of a diverse collection of detached and attached homes arranged in “districts” within walkable distance to open spaces. The Planned Development will have a conscientious street typology with short blocks and meandering grid to discourage traffic speeds and calm traffic. The range of housing choices is to appeal to a broad range of people of different ages and life stages with a consistent level of quality, architectural embellishments, landscape standards, and an extensive system of private and public open spaces. These open spaces will feature “paseos” which are promenades of open green space where homeowners may stroll leisurely to central and dispersed recreational amenities. These paseos can anticipate future connections to a city wide trail system along thoroughfares and Duck Creek. Allowances for the inclusion of a small neighborhood retail area at the community’s main entrance may attract a daycare and/or a café/coffee shop. This area is envisioned for the community to supplement household needs for socialization and support. A private community amenity center is planned as well as a neighborhood gathering place. Public trails and meandering landscaped greenbelts will buffer the community along the road perimeters.

Development and use of the Property shall comply with the Garland Development Code as it existed on the date of its adoption on May 19, 2015 (the “Development Code”) and this PD ordinance. In the event of a conflict between the Development Code and this PD Ordinance, this PD ordinance shall control.

II. Community Features.

The hardscape within the community shall include entry monuments, community signage and a way-finding program which shall be of uniform materials and permitted within medians and rights of way at the discretion of the Director of Engineering and with an executed License Agreement for any signs located within the right of way. Monuments may be up to twelve (12) feet in height. Signs shall not be within the sight visibility triangles.

A mandatory homeowners association shall be established to own and maintain the open spaces, common areas, greenbelts, and paseos; all landscape improvements; dog parks and dog waste stations, perimeter masonry and tubular steel fencing; entry monuments and signage; and an amenity center/clubhouse and swimming pool(s). The homeowners association shall maintain on street parking spaces within a street right-of-way and any parking spaces located within a common area lot. All amenity structures shall comply with the residential construction standards herein. No parking shall be required for any amenity use or structure.

Trails and sidewalks shall be constructed within a pedestrian access easement and owned and maintained by the HOA.

Duck Creek 100 year floodplain shall be designated as a public drainage easement within the Public Parkland dedication. Maintenance responsibility shall be identified on the plat using the City of Garland Standard drainage easement inscription.

III. Street Trees.

To beautify the community's streets, to promote traffic calming, lower summer temperatures over sidewalks and to create attractive pedestrian environment to encourage walking, street trees will be planted in the parkways, the area between the sidewalk and back of curb. Tree species and planting specifications shall be approved as shown on the Detail Plan. Tree maintenance shall be the responsibility of the homeowner's association, and a minimum eight-foot clearance shall be maintained between the sidewalk and overhanging tree limbs at maturity. Street trees shall count as mitigation trees. The general locations and number and species of trees to be planted in the public rights of way to be installed by homebuilders will be generally as shown in the landscape plans that are made a part of the civil plans. Approved tree species shall not require root barriers. The location of street trees in the parkway portions of rights of way and other landscaping on lots or common areas employed to screen utilities may encroach in utility easements to achieve their purposes. These locations shall be permissible.

IV. Non-Residential Land Uses.

The following uses are permitted on a maximum of ten acres within the Property for limited business, service and medical uses per the Neighborhood Office District (NO) generally in the location shown on Exhibit C. Allowable uses by right shall be:

Automated Teller Machine (ATM) - Walk-
Up Church or Place of Worship
Day Car, Adult
Day Care, Youth- Licensed Child-Care
Center Post Office
Medical and Dental
Office/Clinic Business and
Media Service Financial
Institution
Office-General

Allowable uses by a Specific Use Provision shall be: School, Private, Religious or Charter
Veterinary Clinic-Small Animal (indoors only) Pharmacy (with drive-through or window) Pharmacy (without drive-through or window) Studio-Fitness or Performing Arts

Such uses shall have:

1. The building height for a pitched roof building shall be a maximum of 35 feet.
2. Any mechanical equipment including roof top equipment shall be screened from residential districts either by fencing, landscaping or rooftop screening as applicable.

The following shall apply to the Neighborhood Offices District:

3. Landscaping and screening shall otherwise comply with the requirements for non-residential development in Chapter 4, Article 3 of the Development Code.
4. The building height for a pitched roof building shall be a maximum of 35 feet.
5. The front, rear and side building setbacks adjacent to any internal street shall be a minimum of 20 feet.
6. Any mechanical equipment including roof top equipment shall be screened from residential districts either by fencing, landscaping or rooftop screening as applicable.

- a. If any of the property is developed under the Neighborhood Office uses, after approval of its Detail Plan(s) by the City, its tract frontage along Shiloh Road shall be planted generally consistent with the Detail Plan perimeter tree planting with tree planting at fifty (50) feet on center. The tract shall also connect and extend the 6ft wide concrete perimeter trail along its thoroughfare frontage. Should the tract be subdivided, then at the time of development of each tract, its respective thoroughfare frontage shall be improved with trees and trail. In addition, any internal street frontage shall be improved with sidewalk and street trees of species and spacing consistent with the Pattern Book.

V. Residential Land Uses.

Single family attached residences, single family detached residences, and accessory uses are permitted by right, in accordance with the Detail Plan layout. In addition, the following ancillary uses and structures are permitted by right within the PD: private community swimming pools; splash parks; indoor and outdoor recreational and athletic facilities and events; social clubhouses and their related facilities; community gardens; outdoor amphitheater; and dog parks. One or more of these ancillary uses and structures shall satisfy the amenity requirements for townhouses in Section 2.37(K)(4) of the Development Code. Each single family attached and detached residence shall have a minimum of two enclosed parking spaces. A diagram of each Lot Type is illustrated on page D-8 of the Detail Plan and location as shown on page D-1 of the Detail Plan.

A. SFA. Single Family Attached (Townhouses):

1. Generally

Temporary marketing and sales offices shall be permitted in connection with attached single family development so long as units are owned by a builder.

The architectural style and scale of the proposed attached single family residential units shall be in accordance with the Pattern Book. To achieve Craftsman style architecture and American colonial style architecture and all other styles in the Pattern Book, attached residential residences may incorporate non-masonry HardiPlank lap siding, cementitious shake shingle, or cementitious sheet material and cementitious trim components for such treatments as Board and Batten siding to achieve the overall 80 percent masonry requirement. The side elevation of any end unit shall have 100 percent masonry on the ground floor except for architectural features and areas under a porch. Cementitious sheet material shall be allowed with trim components for chimney stacks.

The architecture for the townhouses will be representative of the elevations as described in the Pattern Book.

The requirement for a minimum aggregate common area of at least ten percent of the gross platted area for an attached single family development shall be satisfied at the time of full build out of all attached single family development within the Property, and is not required to be met with each individual phase of attached single family development. However, Phase 1 satisfies the open space requirement for the entire development.

Development of attached single family residences shall comply with the SFA Single Family Attached (Townhouse) base zoning district in Section 2.37 of the Development Code, subject to the changes noted above and the following changes:

Except as otherwise provided below for villas, attached single family residences shall comply with Table 2-4 of the Development Code for all SFA lot types, subject to the following changes:

Special Side Setbacks.

For end dwelling units that abut a common area lot rather than an alley or street right of way, the minimum side yard setback adjacent to the common area lot shall be five feet. The minimum side yard setback for an end dwelling unit that abuts an alley or street right of way shall be ten feet.

Driveway Depth.

Driveway depth shall either be 18 feet or greater in length or five feet in depth (driveway apron) as measured from the alley or mews lane right of way to the garage. The five foot setback or “garage build to line” is only allowed when the lot is adjacent to an alley with a pavement width of 18 feet or greater. No garages shall enter from the fronting street except that as shown on the Detail Plan at the south project entry from Shiloh, in order to achieve mews townhomes at this entry, six (6) townhouses may use the street abutting the rear of the lots (the north lot lines) to access the garages. The driveways shall be a minimum of 18ft in depth in this application and street trees shall be exempt across the portion of the street abutting these six lots.

Minimum Lot Width, Depth, and Size.

The minimum lot width shall be 22 feet. The minimum lot depth shall be 90 feet. The minimum lot size shall be 2,000 square feet.

Minimum House Size.

The minimum air conditioned area within each residence shall be 1,400 square feet.

Maximum Lot Coverage.

Lot Coverages shall not apply to any Townhouse or Villa residential lots.

Rear Yard Setback.

The minimum rear yard setback shall be five feet from the rear facade of the residence to the alley right-of-way.

2. Villas

The PD envisions an attached townhouse or “Villa” typically with second floor bonus rooms incorporated under the first floor roof line. They are rear entry, and generally have front yard semi-private courtyards or covered porches and are oriented to the front for their outdoor living area. Being predominately one story, they are wider than two story townhouses.

For the villa houses the following shall apply:

Driveway Depth.

Driveway depth shall be either five feet in depth (driveway apron) as measured from the alley or mews lane right of way to the face of the garage or eighteen feet or greater. No garages shall enter from the fronting street.

Minimum Lot Width, Depth, and Size.

The minimum lot width shall be 30 feet, the minimum lot depth shall be 75 feet, and the minimum lot size shall be 2,250 square feet.

Minimum House Size.

The minimum air conditioned area within each residence shall be 1,300 square feet.

Rear Yard Setback.

The minimum rear yard setback shall be five feet from the façade of the residence to the alley right of way.

B. SF-5. Single-Family Detached District:

1. Generally

The architectural styles and scale of the proposed detached single family residences shall be in accordance with the Pattern Book, otherwise development of detached single family residences (including zero lot line residences or Garden homes) shall comply with the SF-5 base zoning district in Sections 2.34 and 2.36 of the Development Code, subject to the following changes:

Driveways.

Driveway depth shall be 18 feet or greater as measured from the street or alley right of way to the face of the garage door. Refer to page D-8 of the Detail Plan.

Masonry Construction.

To achieve Craftsman style architecture and American colonial style architecture and all other styles in the Pattern Book, single family detached residences may incorporate non-masonry HardiPlank or similar lap siding, cementitious shake shingle, or cementitious sheet material and cementitious trim components for such treatments as Board and Batten siding to achieve the overall 80 percent masonry requirement. Cementitious sheet material shall be allowed with trim components for chimney stacks.

Maximum Lot Coverage.

Lot Coverages shall not apply to any Manor or Garden residential lots.

Garages.

The face of a garage door must be located at least 18 feet from the street or alley right-of-way line that the garage door faces, and at least 24 feet from any interior property line that the garage door faces.

2. Manor Homes

The PD envisions a limited number of family oriented traditional homes with back yards. These are called “Manor Homes.” These residences are based on SF-5 but with larger required home size and allowances for architectural enhancements to the street realm. They are shown on page D-1 of the Detail Plan.

For Manor houses the following provisions shall apply in addition to those noted above in this Section V.B.1:

Minimum Lot Width, Depth, and Size

The minimum lot width shall be 50 feet. The minimum lot depth shall be 100 feet. The minimum lot size shall be 5,100 square feet.

Minimum House Size.

The minimum air conditioned area within each residence shall be 2,000 square feet.

Front Yard Setback.

The minimum front yard building setback shall be 15 feet. Front porches and architectural features such as stoops, overhangs, courtyard walls, masonry chimneys and bay windows may extend into the front yard a maximum of five feet. For front entry garages, the minimum distance between a garage door and the right-of-way line shall be 18 feet.

Side Yard Setback.

The minimum side yard building setback shall be five feet. A side yard adjacent to a street on a corner lot shall be a minimum of ten feet; however, any garage door accessed from the side street shall be a minimum of 18 feet from the right of way.

Rear Yard Setback.

The minimum rear yard building setback shall be 15 feet (excluding any porches or projecting architectural features). If a rear entry garage is provided, there shall be a minimum of 18 feet from the garage door to the alley right-of-way. The minimum rear yard building setback for a

detached front entry garage, granny flat, or other accessory structure shall be five feet. A front entry detached garage may be connected to the main structure with a canopy roof breezeway, in which case the minimum rear yard building setback for the detached garage shall remain five feet. This same setback shall apply to porches and trellises and other projecting architectural features.

Maximum Height.

The maximum building height shall be 2.5 stories or 40 feet. For any detached garage, granny flat or ancillary structure, the maximum building height shall be 30 feet.

Garages.

Detached garages are permitted. Houses may have front, side, or rear entry garages. Front entry garages located on lots that are 55 feet or greater in width shall (1) be located on the front of the residence with a “j-swing” entry such that garage doors are perpendicular to the fronting street; (2) be street-facing front entry garages, or (3) be located in the rear of the lot and accessed with a drive that enters from the front of the lot. All front entry garages are required to have a garage door that is set back at least three feet behind the front facade of the house, including porches or other architectural projections. All garage doors facing a street shall be clad in stained wood or be dimensional steel embossed panel with decorative hardware.

Alley Waiver.

It is the intention of the PD that alleys are permitted, but not required for the Manor house only. If an alley abuts a lot with a manor home, the builder may elect to construct either a front entry or rear entry house however; all houses on a particular block shall be consistently front or rear entry except that corner lots may utilize the side street for garage access. An alley waiver will be submitted to the Director of Planning during the Detail Plan stage.

Granny Flats.

A maximum 600 square foot air-conditioned space in a detached structure for “granny flats” is permitted to be used as a multi-generational living space, guest quarters, or home office space so long as the business does not draw commercial traffic to the property. Such space shall be metered on the same water, sewer and utility meters as the main residence and shall meet the same masonry requirement as the main structure. Such units shall not be permitted or used in a manner to make these lots Two-Family or Multi-Family uses as defined by the GDC Article 4, Division 2, Sections 2.38 and 2.39 respectively.

3. Garden Homes

The PD envisions “Garden Homes” to appeal to homeowners who desire less yard and lower maintenance living. These homes may be constructed in the center of the lot or along one side, commonly referred to as a “zero-lot line” house in Section 2.36(c) of the Development Code. These homes shall be rear entry. Refer to page D-1 of the Detail Plan.

For Garden Homes, the following provisions shall apply in addition to those noted above in this Section V.B.1:

Minimum Lot Width, Depth, and Size.

The minimum lot width shall be 36 feet. The minimum lot depth shall be 100 feet. The minimum lot size shall be 4,100 square feet.

Minimum House Size.

The minimum air conditioned area within each residence shall be 1,700 square feet.

Maximum Height.

The maximum building height shall be 2 stories or 40 feet.

Front Yard Setback.

The minimum front yard building setback shall be ten feet. Front porches and architectural features such as stoops, overhangs, courtyard walls, masonry chimneys and bay windows may extend into the front yard a maximum of five feet.

Side Yard Setback.

The minimum side yard building setback shall be either five feet on each side or these lots shall have a designated “zero” setback line on the Plat of one to three feet in width and a corresponding side yard setback of nine to seven feet in width such that houses have a minimum of ten feet of separation. On zero lot line lots, the plat shall designate a three-foot wide maintenance easement on each lot to the benefit of the adjacent lot. The “zero side” elevation of any house shall be limited to clerestory windows above six feet from the floor or glass block. A side yard adjacent to a street on a corner lot shall always have a minimum ten-foot side yard building setback.

Rear Yard Setback.

The minimum rear yard building setback shall be 12 feet from the rear facade of the residence (excluding porches and projecting architectural features) to the alley right-of-way, and 18 feet from the garage to the alley right-of-way.

VI. General Conditions.

- A. The community is envisioned to be developed in two or more phases to deliver a staged offering of different housing types over time (and anticipating later phased commercial development with individual site plans). Additionally, the goal is to adjust to market tastes and preferences. Lot types are envisioned to ensure a diverse housing mix. Final lot counts for each type will be determined the phase's Final Plat and *generally consistent* with the Detail Plan. No individual phase is required to encompass all lot types. Individual phases will be *generally consistent* with the overall Detail Plan, but are permitted flexibility for lot type allocations. Maximum density for residential development within the Property shall not exceed six units per gross acre within the Property. As development will occur in phases, changes in the residential lot mix of Detail Plan that do not exceed the overall residential density of the Detail Plan are permitted without need for additional city approval to accommodate changes in market conditions, subject to compliance with these PD regulations.
- B. For the purposes of determining compliance with the lot width requirements, lot widths shall be measured at the rear of the required front yard as shown on the Final Plats.
- C. The PD envisions a street typology necessary to create safe streets conducive to a pedestrian environment. The street typology identifies a specific alley section to different lot types and conditions. For example, if a lot fronts onto a common area rather than a street, the alley type is a mews lane which provides fire lane access. Please refer to page D-8 of the Detail Plan.
- D. Certain streets such as those that front common areas may be designed to accommodate parking. As such, designated on-street parking spaces shall count towards guest parking requirements for attached single family residences. Guest parking may also be located in common area lots at the ends of blocks or alley returns onto streets, provided they do not hinder visibility. The City shall issue a license agreement with the homeowners association for on-street parking spaces.

- E. Any lot type may front onto a common area in lieu of a public street, in which the common lot line shall serve as the front property line for purposes of minimum front yard building setbacks and the lot shall be alley-served with a mews type alley as shown on page D-2 of the Detail Plan.
- F. Each townhouse or villa building shall satisfy the requirement to be within 150 feet of hose lay length from a street or fire lane except as approved by the City Fire Department as shown on page F-1 of the Detail Plan and 400 feet to a fire hydrant.
- G. Sidewalks may be located outside of the public right-of-way if located within an adjacent open space lot with a pedestrian access easement to provide for meandering sidewalks and trails that may be located within adjacent common area lots or to preserve existing trees along perimeter roads.

VII. Residential Landscape Requirements.

The following requirements apply to residential development:

- A. Each attached and detached single family residence shall have an irrigation system in the front yard and street corner side yard with a freeze sensor regulator shut off.
- B. Each Manor Home and Garden Home lot shall have a minimum of one shade tree that is at least three inches in caliper planted in the front yard or the parkway in front of the home as shown on in the Pattern Book and civil plans, and every corner lot with a Manor Home or Garden Home shall have at least two shade trees that are a minimum of three inches in caliper in the side street parkway. If the lot fronts or sides onto a common area lot, the front yard and side yard tree requirements may be satisfied with the trees located in the adjacent greenspace. No other front yard or side yard tree planting requirement shall apply to a Manor Home or Garden Home. Compliance with the front yard or street requirements shall be generally consistent with the tree planting plans that are a part of the civil plans. Each Manor Home shall have at least one understory tree or shade tree planted in the back yard. No other back yard tree planting requirement shall apply to a Manor Home.
- C. Each attached single family Villa shall have a minimum of one shade tree that is at least three inches in caliper planted in the parkway in front of the home, and every corner lot with a villa shall have at least one shade tree that is a minimum of three inches in caliper planted in the street side yard. If the lot fronts or sides onto a common area lot, the front yard or side yard tree requirements may be satisfied with the trees located in the adjacent greenspace. No other front yard or side yard tree planting requirement shall apply to a villa. Compliance with

these provisions shall be generally consistent with the tree planting plans that are a part of the civil plans.

- D. With the exception of Villas, each single family townhouse shall have one understory tree that is a minimum of two inches in caliper planted in the front yard or parkway in front of the home. If the lot fronts onto a common area lot, the tree requirement may be satisfied with the trees located in the adjacent greenspace. No other front yard tree planting requirement shall apply to attached single family residences described by this paragraph. Compliance with these provisions shall be generally consistent with the tree planting plans that are a part of the civil plans.
- E. For Villa and townhouses where guest parking has been located in the right of way fronting the lot, the street tree requirement will be waived as shown on the tree planting plans that are a part of the civil plans.
- F. All required trees shall be selected from a tree list approved during the Detail Plan stage.

VIII. Parkland Dedication.

- A. Developer, and its assigns, agree to dedicate approximately 1.9 acres of the Duck Creek floodplain from the Old Shiloh Road right of way to the center line of the creek as park property (the “Public Parkland”) to the City as part of the City’s trail head area in the Phase 1 Final Plat. A minimum of ten percent of the Property at the time of full build out shall be reserved as a common area that will be owned by the homeowners association and improved with publicly accessible trails as shown in page LSP 1.00 of the Detail Plan. Individual plats are not required to demonstrate compliance with the requirement for ten percent of the Property to be reserved as a common area. Common areas may include floodplain, detention areas, and mini-parks as shown on the Concept Plan. Mini-parks and paseos shall be connected with sidewalks to be a comprehensive pedestrian system. Common areas will abut a public street right-of-way in at least one location with a sidewalk connections. The Public Parkland shall be credited toward the ten percent common area requirement.
- B. A minimum of seven acres within the Duck Creek floodplain including the Public Parkland dedication will be reserved as a common area with the filing of the Phase 1 Final Plat. This area shall be included as part of the ten percent common area required by Section VIII.A
- C. A pedestrian circulation system shall be provided that affords connectivity to the NS or NO sites, private open spaces, the neighborhood amenity center, and the perimeter of the Property. The pedestrian circulation system shall include perimeter concrete trails that are a minimum of six feet in width. Minor trails in greenbelts and paseos may be constructed of concrete, decomposed granite, pea gravel, or mulch, shall be a minimum of five feet in width, and shall connect with the wider system of concrete trails and sidewalks. The pedestrian circulation system may be located on private property with a pedestrian access

easement or within the right- of-way. The pedestrian circulation system may include benches, landscaping, signage, lighting, bike racks, water fountains, trash cans, and doggie waste stations.

- D. All street rights-of-way shall be improved with sidewalks that are a minimum of four feet in width and (1) constructed by the homebuilders at the time of adjacent house construction; or (2) constructed by the developer for all non-buildable lots. All sidewalks along Shiloh and Buckingham and along NS and NO lot(s) thoroughfare frontages are to be six feet in width.
- E. The minimum size of any common area shall be one thousand square feet with no dimension that is less than 10 feet in width. All common areas shall connect to a public right-of-way to create the envisioned network of pedestrian paseos. Common areas may abut rights-of-way to further make use of the parkways as “attached greens.”

IX. Fencing Requirements.

- A. The developer shall install a perimeter brick or stone screening wall along Shiloh Road and Buckingham Road in phases at the time of platting the adjacent phase of the Property where residential lots side or back to Shiloh or Buckingham or where alleys abut Shiloh or Buckingham as shown on pages LSP 1.01 and 1.02 of the Detail Plan. Where interior streets or common areas front Shiloh road or Buckingham Road, in lieu of masonry screening, a landscape border improved with a minimum six-foot wide public trail shall be provided. The landscape border shall include a combination of shade trees, understory trees, shrubs, grasses, and irrigation as shown on pages LSP 1.01 and 1.02 of the Detail Plan. Floodplain, parks, open spaces, right-of- way, and NS or NO sites shall be exempt from the screening requirements in this Section IX.A; however, tubular steel fencing may be installed in these areas at the developer's option.
- B. Homebuilder side yard and back yard fencing on residential lots shall be a maximum of six feet in height, and shall be setback a minimum of five feet from the front building line shown on the Detail Plan. Garbage containers may be screened along alleys with wood butt joint fencing from four to six feet in height. On street side corner residential lots, fences shall be constructed of cedar butt joint stained pickets in a uniform color stain with a flat top rail or tubular steel painted black or any of the fence types described and illustrated in the Pattern Book. Fencing as described in the Pattern Book may be installed in the front yard if 42 inches or less in height. Elements such as fence posts and gates may be 54 inches in height and trellis and arbor features shall also be permissible up to nine feet in height measured from the ground plane.
- C. Fencing on all residential lots abutting an open space lot, greenbelt, side street or paseo shall be restricted to (1) tubular steel painted black; (2) decorative cattle wire not to exceed five

feet in height; (3) picket fences; or (4) a courtyard brick and/or stone masonry wall not to exceed three and a half feet (42 inches) in height in accordance with the Pattern Book. No solid fencing other than a brick and/or stone masonry courtyard wall under 42 inches shall be permitted abutting an open space lot, greenbelt, or paseo; however, landscape borders, included trimmed hedges, are permitted.

X. Street Typology.

- A. To foster a sense of place and create safe streets with low traffic speeds for residents of the community, development of the Property shall employ a hierarchy of residential street and alley types as shown on page D-2 of the Detail Plan.k
- B. For divided streets with landscaped medians, a 70 foot right of way will be provided with an entrance of 14 feet and an exit of 24 feet with a maximum 8 foot landscape median and 12 feet of parkway along both sides of the divided street.
- C. Mountable curbs in conformance with the City of Garland Standard Details are permitted on front entry Manor Home lots. Standard curbs will be required adjacent to streets abutting all other residential lot types unless otherwise approved by the City's engineering department.
- D. Streets fronting open space lots may either have no curb or standard curbs adjacent to the common area lot. Streets adjacent to common area lots may provide for on-street parking. In addition, the street faces adjacent to open spaces are not required to have a curb if an integral part of the landscape design and the street face is lined with bollards to prevent vehicle entry.
- E. Streets abutting medians and retail/commercial and business tracts shall have a standard curb. Intersections shall be designed at 90 degrees +/- 5 degrees. Variances from this standard shall be per the approval of the Director of Transportation during the Detail Plan stage.
- F. Developer shall work with City to determine the location and number of stop signs within the subdivision and speed limits to facilitate traffic calming and maximum benefit the pedestrian system.
- G. Alley radius shall be per the City of Garland's Technical Standards. Variances from this standard shall be per the approval of the Director of Transportation during the Detail Plan stage.
- H. All alley and mews lane intersections with streets shall be perpendicular or radial, within a +/- 5 degree tolerance, at the intersection of right-of-way lines provided that a 200-foot stopping sight distance (SSD) is maintained. Variances from this standard shall be per the approval of the Director of Transportation during the Detail Plan stage.

- I. Alleys and mews lanes may align with existing or future streets/alleys on the opposite side of a street. The offset between mews lanes and alleys on opposite sides of a residential street shall be per the City of Garland's Technical Standards. Variances from this standard shall be per the approval of the Director of Transportation during the Detail Plan Stage.
- J. Any lot type that fronts onto a common area lot in lieu of fronting onto a street shall be served with a mews lane consisting of 30 feet of right-of-way. The mews lane shall serve as a fire lane, have a 24-foot wide pavement, and have a 30-foot radius at intersections.
- K. The minimum horizontal radius for an interior street shall be per the City of Garland's Technical Standards. Variances from this standard shall be per the approval of the Director of Transportation during the Detail Plan stage.
- L. Dead-end fire lanes shall not be allowed.
- M. Alleys along the perimeter may not exceed 1600ft without an intermediate connection to a residential street. All other alleys shall not exceed 800ft without a connection to a residential street.



EXHIBIT E

RIVERSET PATTERN BOOK

GARLAND, TX

CASE NUMBER: 150611-1
FILE NUMBER: Z 17-37

RIVERSET PATTERN BOOK

GARLAND, TX

CASE NUMBER: 150611-1
FILE NUMBER: Z 17-37

These Design Guidelines are provided as a straightforward guide to assist architects, house designers and builders in understanding the comprehensive level of planning, design principles, and implementation that is required for new homes, improvements and additions within Riverset.



Master Developer
Wilbow Corporation, Inc.
4131 N. Central Expressway
Suite 990, Lockbox 13
Dallas, Texas 75204
972.479.0697
www.wilbow.com



Planning and Architecture
LRK Inc. - Memphis
175 Toyota Plaza, Suite 600
Memphis, Tenn. 38103
901.521.1440
www.lrk.com

LRK Inc. - Dallas
150 Turtle Creek Boulevard
Suite 104D
Dallas, TX 75207
214.389.3816
www.lrk.com



Planning and Landscape Architecture
TBG
2001 Bryan Street; Suite 1450
Dallas, TX 75201
214.744.0757
www.tbgpartners.com



Civil Engineering and Planning
Kimley Horn
5750 Genesis Court, Suite 200
Frisco, TX 75034
972-335-3580
kimley-horn.com

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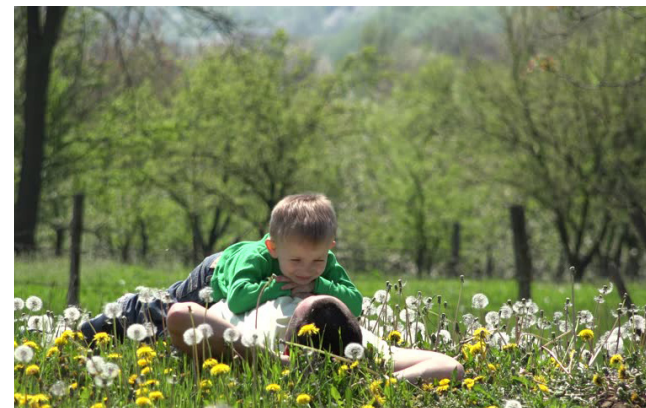
INTRODUCTION

COMMUNITY VISION

OVERVIEW OF GUIDELINES

COMMUNITY PLAN

COMMUNITY VISION



VISION

The community vision embraces a deep connection to nature and neighbors, family and friends, and shared support for personal aspirations. It is a purposeful place rooted in informal daily fellowship and a mutual appreciation for the simple joys of life. Through progressive planning and profound respect for the land, a truly walkable community is created with connected street networks and embedded with abundant park space, trail corridors and paseos. We celebrate streets as a public realm and people place with shading from street trees in the parkway; on-street parking for safety; and terminating views into parks, community spaces or good architecture forms. Riverset is a place where life unfolds at a slower, safer pace. At its essence, the community will be an inclusive enclave where dreams come to fruition, neighbors are brothers, and nature is the connective fabric to memorable moments.

TRADITION

Destined to become one of the area's most notable residential developments, Riverset offers timeless elegance with modern convenience. Classic architecture is the hallmark of Riverset. The homes provide a variety of complementary styles including Texana Farmhouse, American Colonial, Spanish Revival, Craftsman, European Romantic, and Modern. In addition, a variety of lot sizes and lot types (townhome, villa, garden, and manor) make Riverset ideal for households of all sizes and ages.

APPEAL

Riverset has the visual appeal of small town character, while meeting the desires of modern convenience and outstanding amenities. The yards, streets, parks and open spaces, as well as our relationships with the people who live nearby, affect the quality of our homes. Riverset offers a pool and clubhouse, numerous walking paths, and family-friendly park areas that provide a variety of activities. The landscape of Riverset will act as a unifying element to bring all aspects of our neighborhood into a wonderful, cohesive whole. It will help create an intimate sense of scale and pedestrian comfort.

LIFESTYLE

Riverset offers more than just a change of scenery; it offers a change in lifestyle. With a variety of housing styles and sizes; large families, newlyweds, and empty nesters will find more than a house, but a cohesive community. The variations of home selections and price ranges provide the opportunity for several generations of the same family to not just live nearby, but live in the same Riverset neighborhood.

VALUE

Riverset provides the best of the past with sustainable value for the future. Offering time tested character with state-of-the-art construction materials, a Riverset residence is more than a home - it's a lasting investment. All construction will be reviewed by Architectural Review Committee (ARC) to ensure consistence of quality and the character to achieve the vision of the Riverset community.



These Design Guidelines are intended to create a complete integrated community of streetscapes and buildings that are based upon American town building principles. While each building should stand on its own design merit, it is intended that each individual building will contribute to the desired community character so that the compatibility, long-term quality and appreciation of value may be optimized for all involved. These Design Guidelines are not intended to reproduce historical buildings, but rather result in streetscapes featuring a variety of distinct but harmonious architectural styles using timeless design principles, modern materials and current building practices.

These guidelines and the information contained herein are intended as a general and sometimes specific guide to owners, architects, and builders as to the general style, character, and level of quality required for homes and improvements within the neighborhood of Riverset.

The guidelines are not intended to be subjective value judgments of the images and elements indicated, but instead are provided to illustrate the intended design character of the neighborhood. While the images and elements contained herein are not fully comprehensive in scope, they will be used by the Architectural Review Committee (ARC) as a standard for reviewing new homes or improvements. The ARC will have the exclusive authority to define any term or interpret the applicability of any item or component in part or whole contained in these Design Guidelines.

These Design Guidelines are the basis for the ARC to evaluate submissions for new homes, improvements and additions within Riverset.



The ARC will have the power to approve, conditionally approve or deny any proposed building or improvement. A building or improvement designed of a character not shown in the Design Guidelines, but which is architecturally compatible with the appropriate character contained herein, may be permitted by the ARC. In such instances, it is required that a preliminary concept plan, elevations or photos of intent be submitted for review prior to the preparation of detailed plans. Any approval or denial by the ARC does not set precedent for future reviews.

In addition to the appropriate architectural images, details, and materials, the main design elements that must be adequately addressed and that will be reviewed for compliance are:

- Site plan and building orientation
- Garage location, access, and architectural treatment
- Location and screening of all utility/service elements
- Streetscape character/relationship to surroundings
- Overall house image, style, and character - front, sides, and rear
- Scale, massing and proportions
- Roof lines, roof elements, and cornices
- Facade composition and forms
- Exterior materials, colors and detailing
- Front entry, porches, columns and details
- Doors, windows, and shutters
- Secondary porches, decks, terraces, details, etc.
- Ceiling, roof and window plate heights
- Chimney design and materials



These Design Guidelines have been produced in an 11" x 17" color format. The use of these Design Guidelines, including information and imagery contained within, is solely at the risk of the user. The Developer and the ARC, and their employees and agents, shall have no liability or responsibility to any party in connection with the use of these Design Guidelines or for comments, suggestions and/or redesigns from the actual design review process. Any person or entity using these Design Guidelines should do the following:

- Independently evaluate any design image, character, element, material or detail contained herein, and ascertain its suitability for such person's or entity's intended use.
- Ensure that all designs prepared in connection with the use of these Design Guidelines meet all applicable regulations of Federal, State, and local requirements, including but not limited to, all applicable zoning, building construction codes, accessibility requirements, fire sub-code and other life safety provisions necessary for the intended use of any property.

These Design Guidelines do not relieve the City of Garland building permitting process.

Every effort has been made to ensure consistency with these Design Guidelines and the Development Agreement, Planned Development District, and other elements of the Detail Plan for this property. In case of conflict, these guidelines do not relieve the requirements of these other documents.

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KEY LEGEND

LOT TYPES

- 22' x 100' - Town homes
- 30' x 82' - Villa Lot
- 40' x 113' - Garden Lot
- 50' x 115' - Manor Lot

SPECIAL CONDITION LOTS

- Corner and Multiple Frontage Homes
- Homes Terminating Views
- Homes Defining Common Spaces



COMMUNITY GUIDELINES

SITE PLANNING

LOT TYPES

FRONTAGE ELEMENTS

GARAGES



BUILDING PLACEMENT & ORIENTATION

- ❑ The primary facade of a minimum 85% of the houses on one block face should be located along or near the front setback line to establish a compatible streetscape. Homes may be located behind the front setback when deemed appropriate by the ARC.
- ❑ Buildings should be sited towards and relate to the street or adjacent common space.
- ❑ Social areas of the home such as the living room and dining room should be oriented to the street or adjacent common space whenever possible.
- ❑ Each building should have a walkway connection between the front entrance and the adjoining public sidewalk.

UTILITIES & EQUIPMENT

- ❑ Electrical and gas utility meters and AC condensers should be unobtrusively located beyond the front or side street facade zone and screened from view from adjacent streets or common open spaces with landscaping or appropriate fencing.
- ❑ Transformers on individual lots should be screened to minimize visual impact.
- ❑ Satellite dishes, and solar panels should be located in less conspicuous locations and out of view from adjacent streets or common open spaces when possible.
- ❑ Antennas should be located inside the building when possible.
- ❑ Solar panels when visible from the front should be flush with the roof.



REFUSE LOCATIONS

- ❑ Refuse containers should be stored within an enclosed storage area, fenced, walled or screened from view from adjacent streets or common open spaces with landscaping.

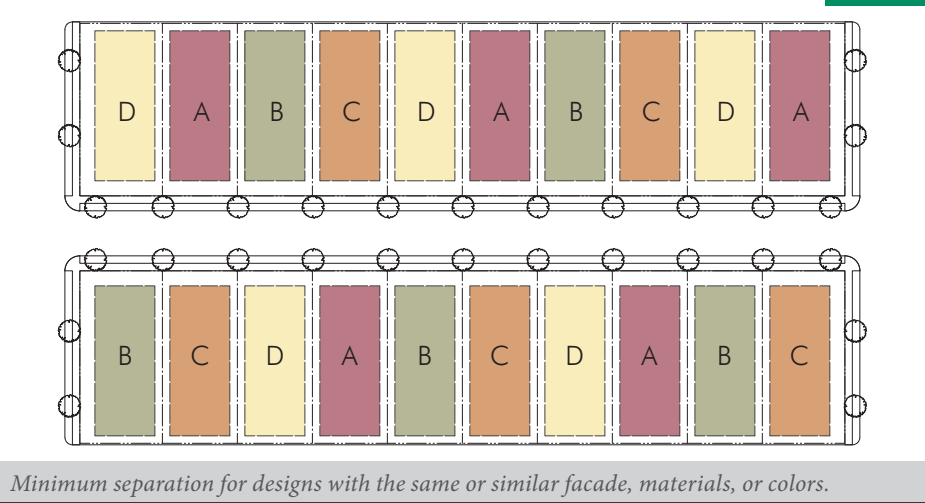
ACCESSORY STRUCTURES

- ❑ Pools, spas and accessory structures should complement the home design.
- ❑ Materials and detailing of accessory structures within pubic view must be approved by the ARC.

VARIETY

- ❑ At the community scale, a variety of individual architectural designs with their respective appropriate details, materials and colors are encouraged to create a unique overall compelling streetscape character.
- ❑ Building footprints including porches and entry locations, should generally vary from adjacent homes.
- ❑ Detached home designs with the same or similar facade, materials, or colors should be separated by a minimum of three lots on the same side of the street and should not be located directly across or diagonally across the street from each other.
- ❑ If a detached home plan is repeated on an adjacent lot it should be elevated with a different architectural style or two of the following three elevation changes - brick color, roof color, or flipped plan.
- ❑ For attached units, architectural styles should be applied by building rather than by the individual unit. Units with shared walls should be elevated with the same architectural style.

VARIETY IN DETACHED HOME DESIGNS





SPECIAL CONDITION LOTS

Special Condition Lots are typically located at street corners, at the end of a street intersection or view corridor, and/or against a street or pedestrian path edge that defines common space. Home designs located on Special Condition Lots should be designed and/or selected to be appropriately responsive to the identified special condition or location. Special Condition Lots and home designs have a greater impact upon the overall character of the community due to their locations of high visibility to either the front and/or the side facades of these homes. Homes on Special Condition Lots should exhibit characteristics such as: a prominent well designed front elevation, a side elevation in which the identifiable character and detailing of the front facade continues along the side elevation, a front porch that continues along or turns the corner of the home along the side elevation, or they are easily adaptable to add bay windows or appropriate offsets to the plan and elevations in order to capture the additional corner lot buildable area provided. Each builders' selection of submitted home designs should be reviewed and approved to determine which are, or should be easily adaptable to be considered as an appropriate Special Condition Design. The following are examples of Special Condition Lots/ Homes:

Homes on Corner Lots and Lots with Multiple Frontages

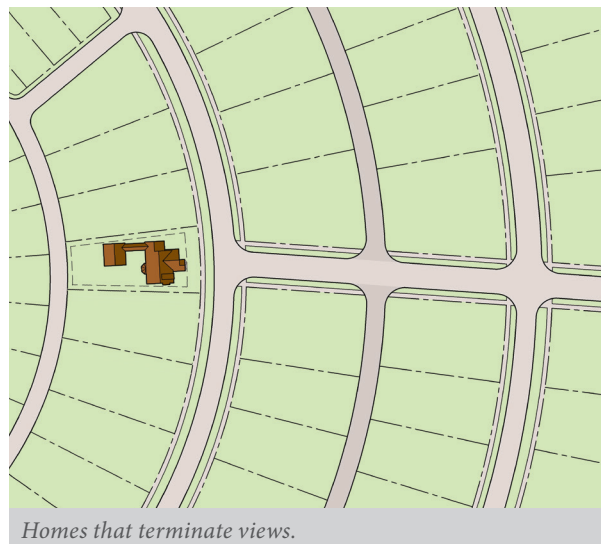
- ☐ Homes on lots with two facades visibly exposed to the street or common space should be designed specifically to respond to these more prominent locations.
- ☐ The main body of the house on the primary street should generally be located parallel to the front setback line to establish a compatible streetscape defining form.
- ☐ The architectural treatment of the corner side facade should generally be treated like the front facade.
- ☐ Architectural character, materials and detailing should continue from the front facade around the corner to the corner side facade appropriately addressing both primary and secondary street frontages. Wrap around porches or other architectural massing such as projecting bays or forms are recommended to articulate the corner side facade.

Homes on Lots that Terminate Views

- ☐ Homes located at the termination of view corridors, vistas or street axes should require appropriate design considerations regarding building form and architectural treatment, in order to enhance and emphasize a pleasant and desirable terminated view.
- ☐ Such homes should not align a front loaded driveway or garage doors with the vista or axis.
- ☐ The main body of the house should be prominent and align with these street axes.

Homes on Lots that Define Common Space

- ☐ Facades of homes on lots adjacent to a street edge defining a common space should be articulated.
- ☐ These homes should provide interesting and appropriate facade articulation, which may include porches, bay windows and other elements which respond to both the street and the common space.
- ☐ The homes and entries should be sited to front towards the common space so they clearly define the space and create the 'feeling' of an attractive 'outdoor room'.

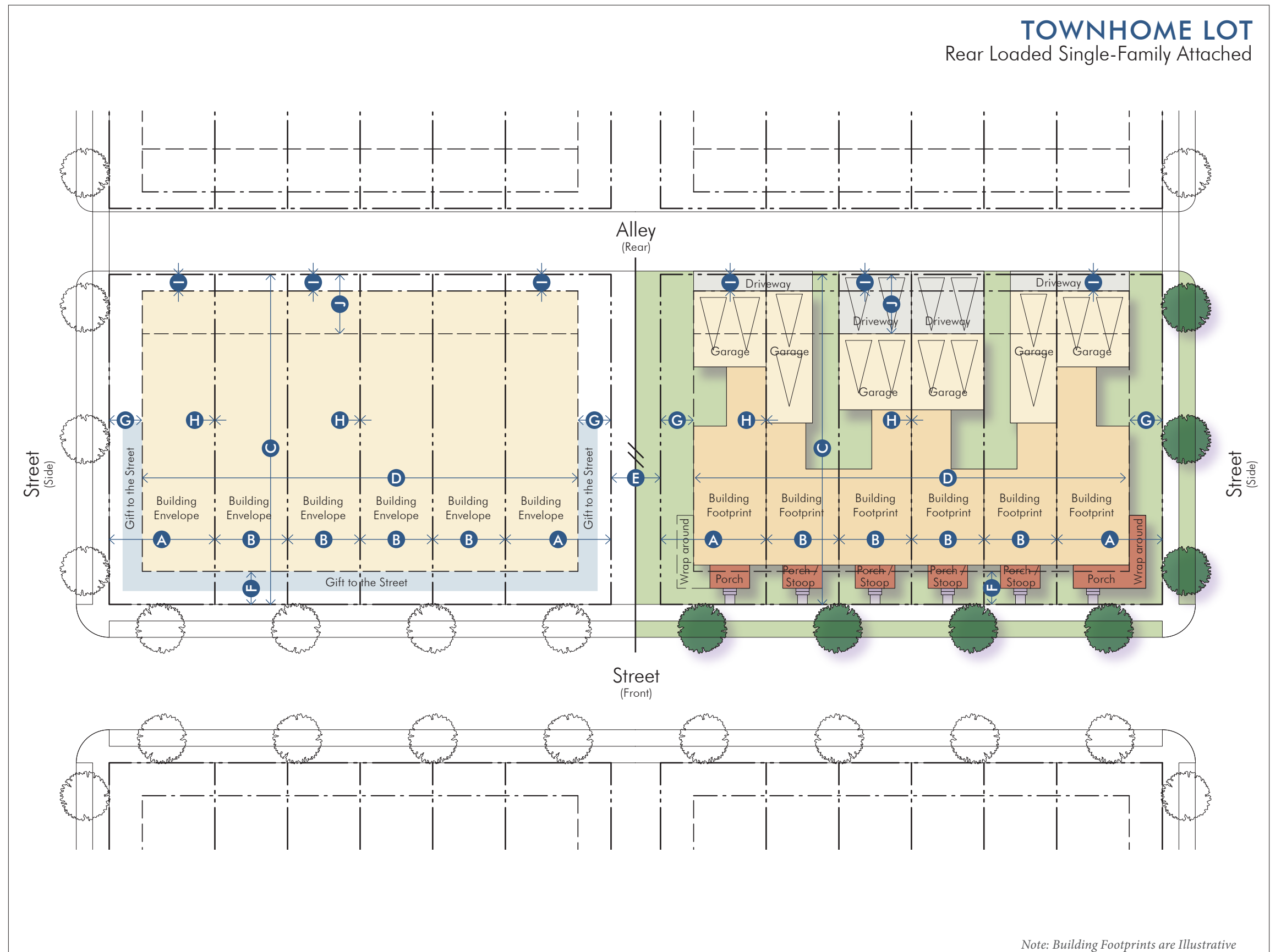
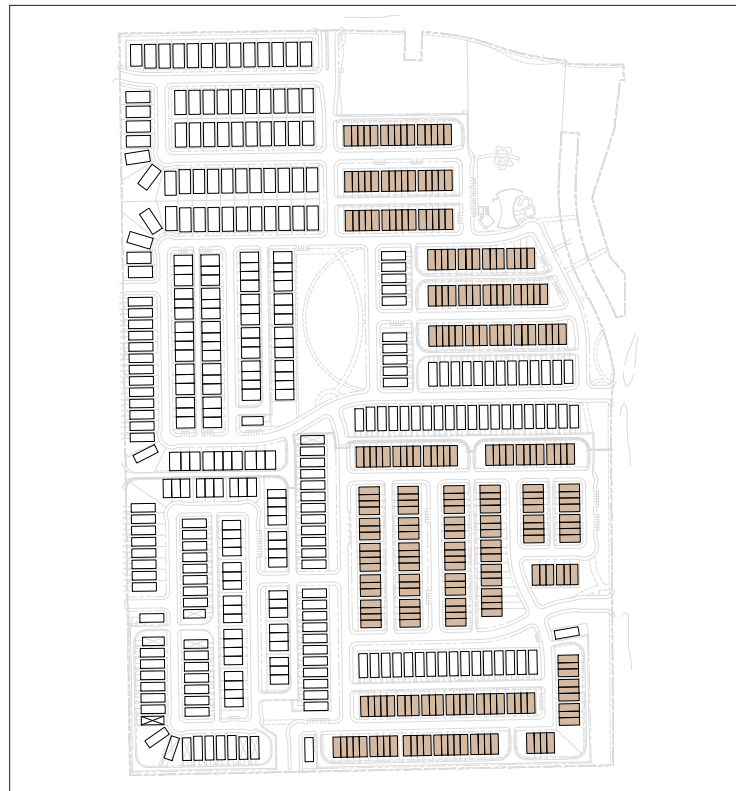


Typical Lot Dimensions

Lot Width	
Corner Lot	32' min. A
Interior Lot	22' min. B
Lot Depth	90' min. C
Number of Attached Units	3 min.; 6 max. D
Passage Width, if provided	10' min. E
Setbacks / Build-to-Lines (BTL)	
Front Yard	10' Setback F
Side Yard	
Along Side Street / Common Space	10' Setback G
Along Interior Lot Line	0' Setback H
Rear Yard	5' BTL ¹ ; or I
	18' Setback J

For corner lots, a Rear Yard 5' BTL is recommended where allowed; if an 18' setback is used, the rear yard should be screened up to 5' from the Alley R.O.W. with appropriate landscaping or fencing.

¹ The 5' BTL is only allowed when a lot is adjacent to an alley with a pavement width of 18' or greater.

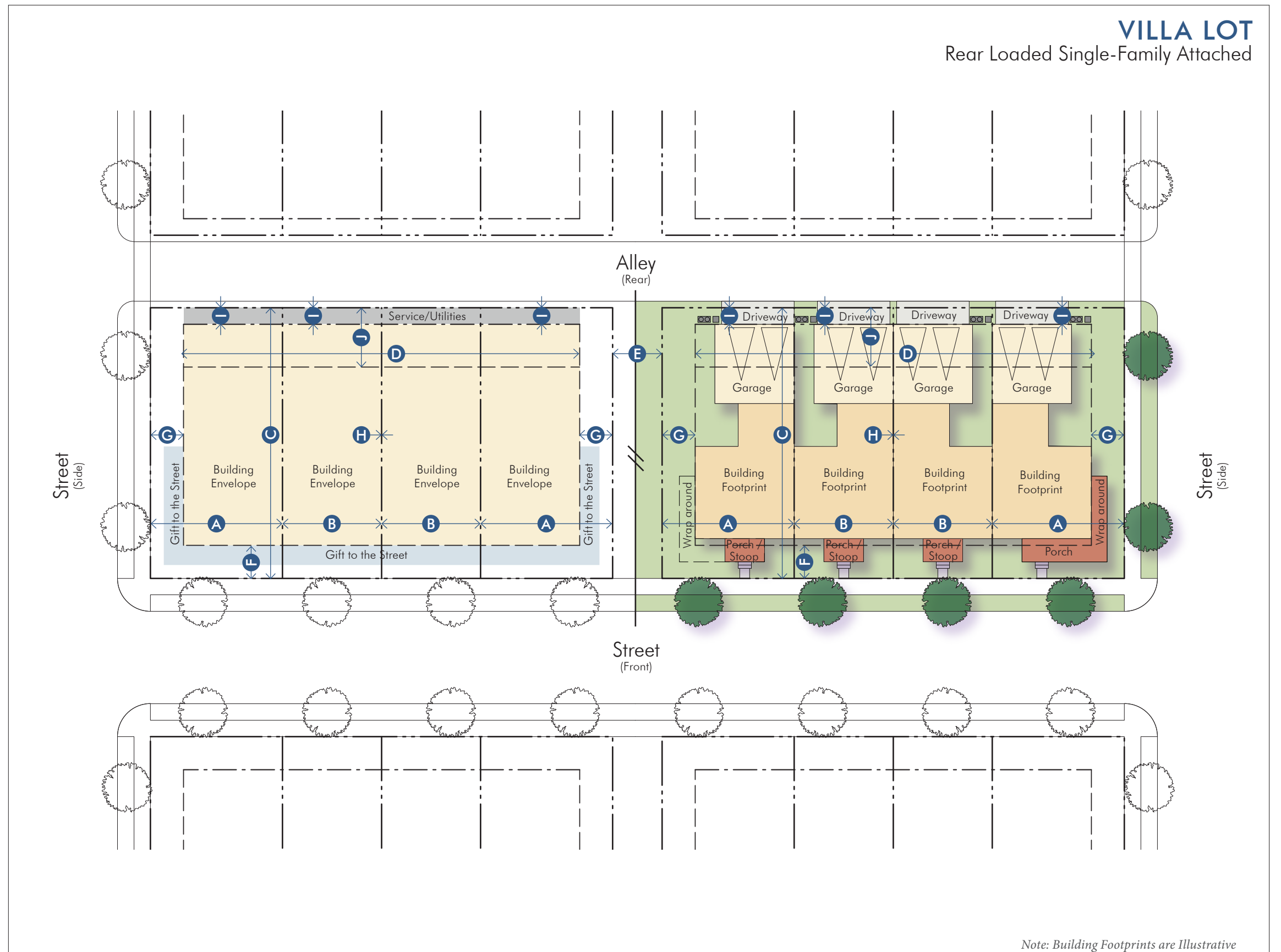
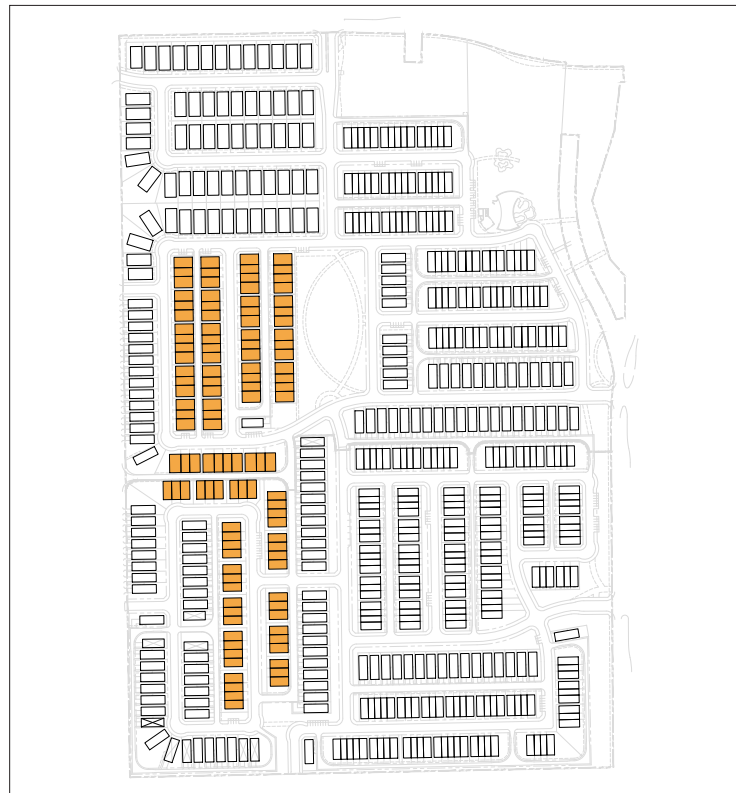


Typical Lot Dimensions

Lot Width		
Corner Lot	40' min.	A
Interior Lot	30' min.	B
Lot Depth		
	75' min.	C
Number of Attached Units	3 min.; 6 max.	D
Public Passage Width, if provided	10' min.	E
Setbacks / Build-to-Lines (BTL)		
Front Yard	10' Setback	F
Side Yard		
Along Side Street / Common Space	10' Setback	G
Along Interior Lot Line	0' Setback	H
Rear Yard	5' BTL ¹ ; or	I
	18' Setback	J

For corner lots, a Rear Yard 5' BTL is recommended where allowed; if an 18' setback is used, the rear yard should be screened up to 5' from the Alley R.O.W. with appropriate landscaping or fencing.

¹ The 5' BTL is only allowed when a lot is adjacent to an alley with a pavement width of 18' or greater.



Typical Lot Dimensions

Lot Width	
Corner Lot, 3' Interior Lot Line Setback ^{1,2}	43' min. A
Corner Lot, 7' Interior Lot Line Setback ^{1,2}	47' min. B
Interior Lot	40' min. C
Lot Depth	113' min. D

Setbacks / Build-to-Lines (BTL)

Front Yard	10' Setback E
Side Yard	
Along Side Street / Common Space	10' Setback F
Along Interior Lot Line, Patio Side	3' Setback ¹ G
Along Interior Lot Line, Zero Side	7' Setback ¹ H

Rear Yard	
Main House	12' Setback I
Garage	5' BTL ³ ; or J 18' Setback K

For corner lots, a Rear Yard Garage 5' BTL is recommended where allowed; if an 18' setback is used, the rear yard should be screened up to 5' from the Alley R.O.W. with appropriate landscaping or fencing.

¹ These dimensions may vary provided that the sum of the interior lot line setbacks on adjacent lots is 10' min.

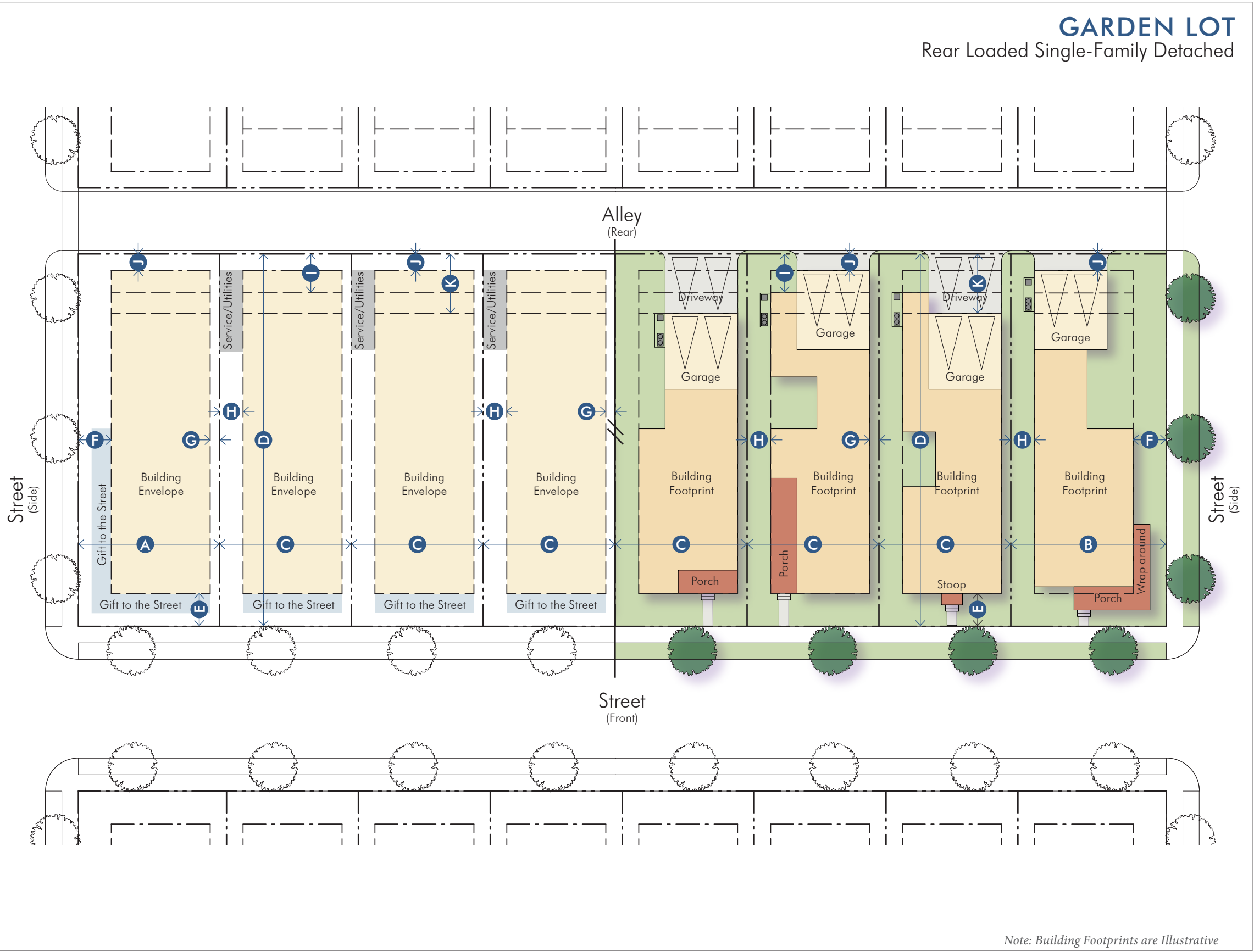
² On corner lots, the patio elevation should always face the side street and the zero elevation should always face the interior lot line.

³ The 5' BTL is only allowed when a lot is adjacent to an alley with a pavement width of 18' or greater.



GARDEN LOT

Rear Loaded Single-Family Detached



Note: Building Footprints are Illustrative

Typical Lot Dimensions

Lot Width	
Corner Lot	55' min. A
Interior Lot	50' min. B
Lot Depth	115' min. C

Setbacks / Build-to-Lines (BTL)

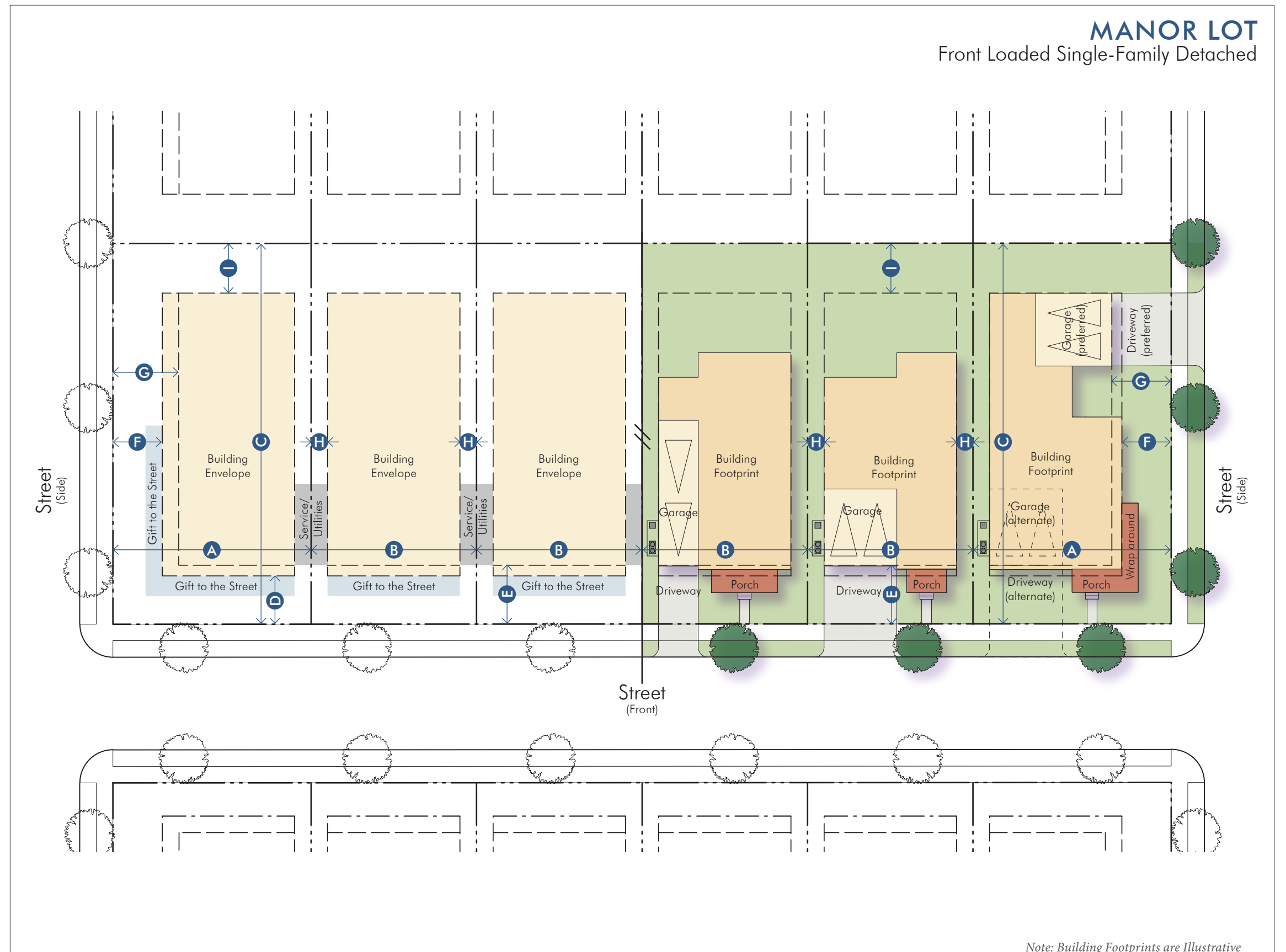
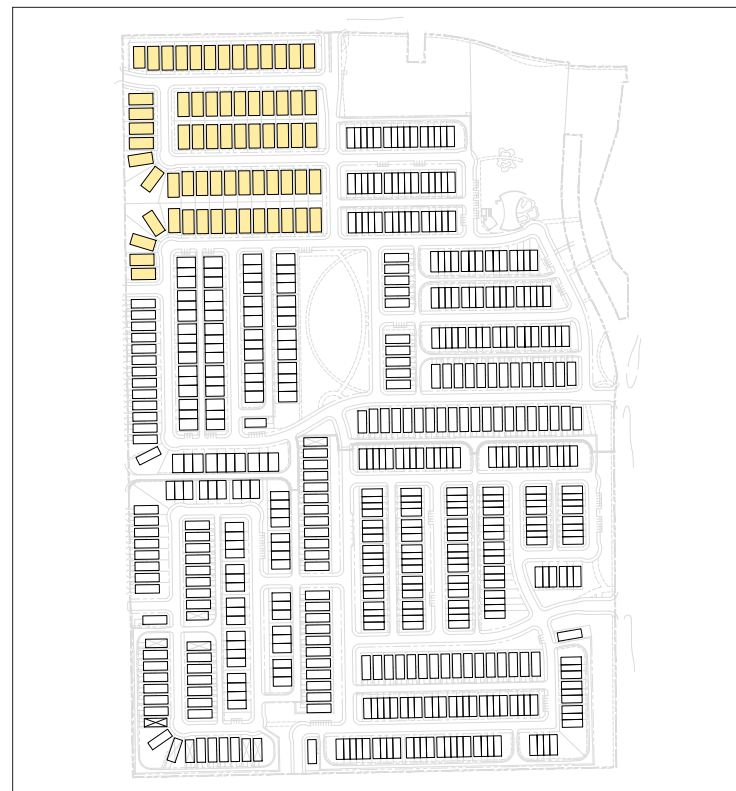
Front Yard	
Main House	15' Setback D
Garage	18' Setback ¹ E

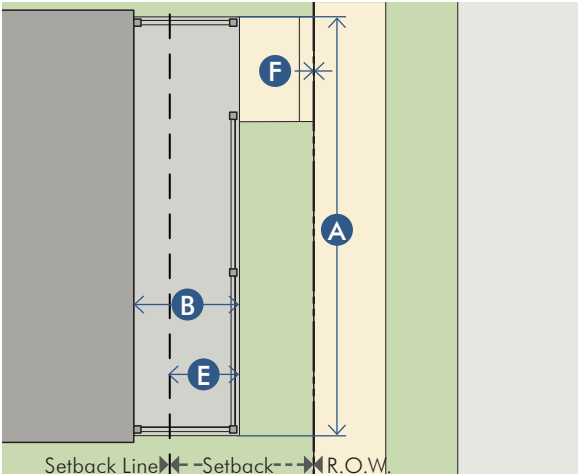
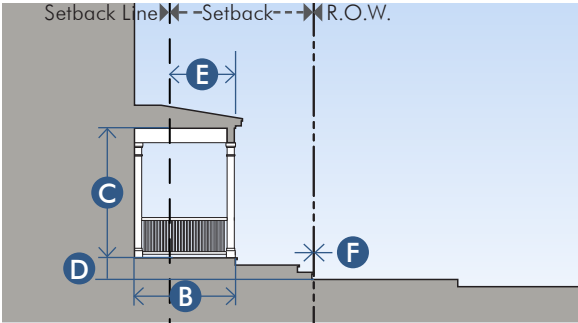
Side Yard	
Main House Along Side Street/ Common Space	10' Setback F
Garage Facing Side Street	18' Setback ¹ G
Along Interior Lot Line	5' Setback H

Rear Yard	15' Setback ² I
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¹ The garage doors on all front entry garages should be set back at least three feet behind the front facade of the house, including porches or other architectural projections.

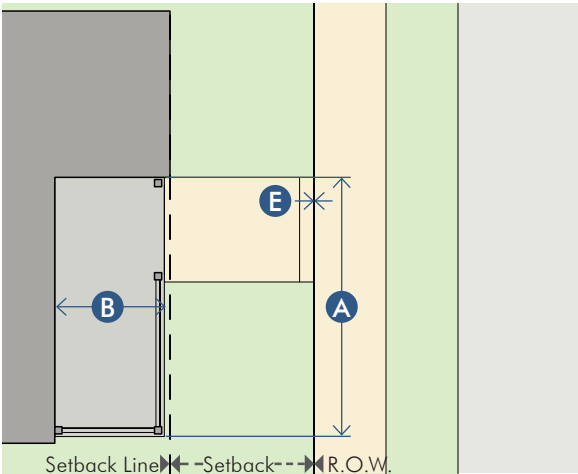
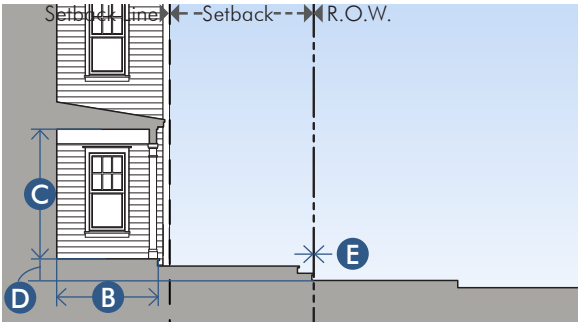
² Porches and architectural features may encroach into the rear yard setback.





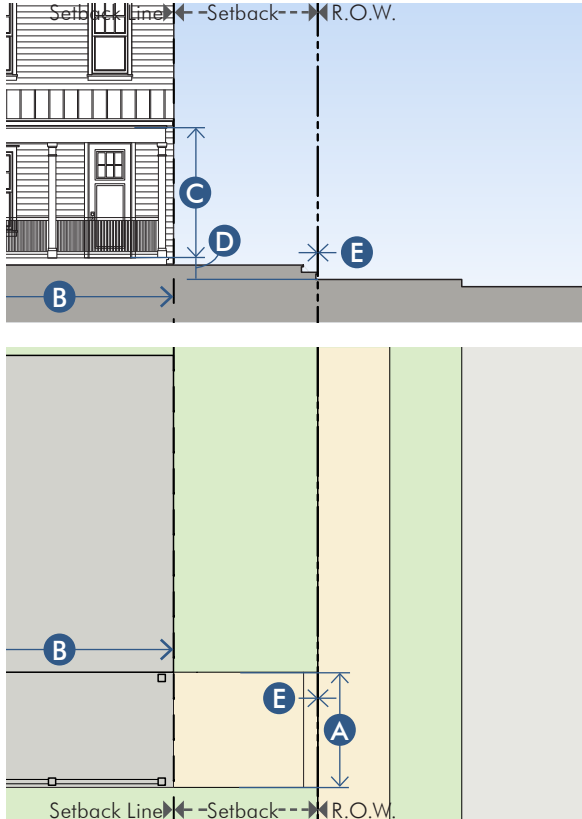
PROJECTING PORCH

Description	
The facade is setback from the R.O.W. with an attached porch that is open on three sides. A projecting porch may encroach in the Setback. All habitable space is located behind the Setback Line.	
Recommended Dimensions	
Width	12' min. A
Depth	
Along Front	7' min. B
Along Side (wrap-around)	5' min.
Height, clear	8' min. C
Finish level above sidewalk	18" min. D
Encroachments	
A projecting porch may encroach up to 5' into the setback.	E
Steps from the porch may encroach up to but not beyond the R.O.W.	F



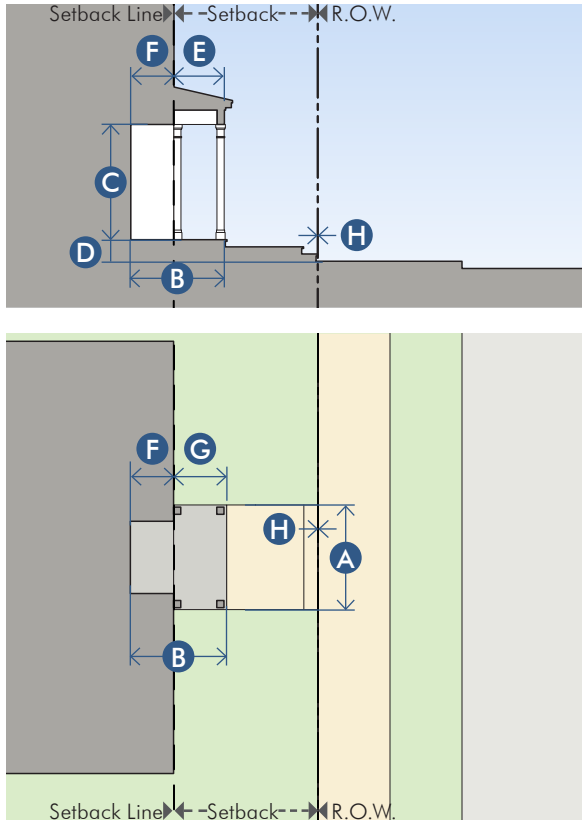
ENGAGED PORCH

Description	
The facade is setback from the R.O.W. with an attached porch that is open on two adjacent sides with the two remaining sides engaged to the building. All habitable space is located behind the Setback Line.	
Recommended Dimensions	
Width	12' min. A
Depth	7' min. B
Height, clear	8' min. C
Finish level above sidewalk	18" min. D
Encroachments	
Steps from the porch may encroach up to but not beyond the R.O.W.	E



SIDE PORCH

Description	
The facade is setback from the R.O.W. with an attached porch along one side of the building that is open on at least two adjacent sides. All habitable space is located behind the Setback Line.	
Recommended Dimensions	
Width	7' min. A
Depth	12' min. B
Height, clear	8' min. C
Finish level above sidewalk	18" min. D
Encroachments	
Steps may encroach up to but not beyond the R.O.W.	E



STOOP

Description	
The facade is setback from the R.O.W. with a recessed entry and/ or projecting stoop. A projecting stoop may encroach into the Setback. All habitable space is located behind the Setback Line.	
Recommended Dimensions	
Width	4' min.; 12' max. A
Landing depth	4' min. B
Height, clear	8' min. C
Finish level above sidewalk	18" min. D
Covered entry projection	5' max. E
Depth of recessed entries	6' max. F
Height	1 story max. G
Encroachments	
Covered entries may encroach up to 5' into the setback.	G
Steps may encroach up to but not beyond the R.O.W.	H



GARAGE MASSING

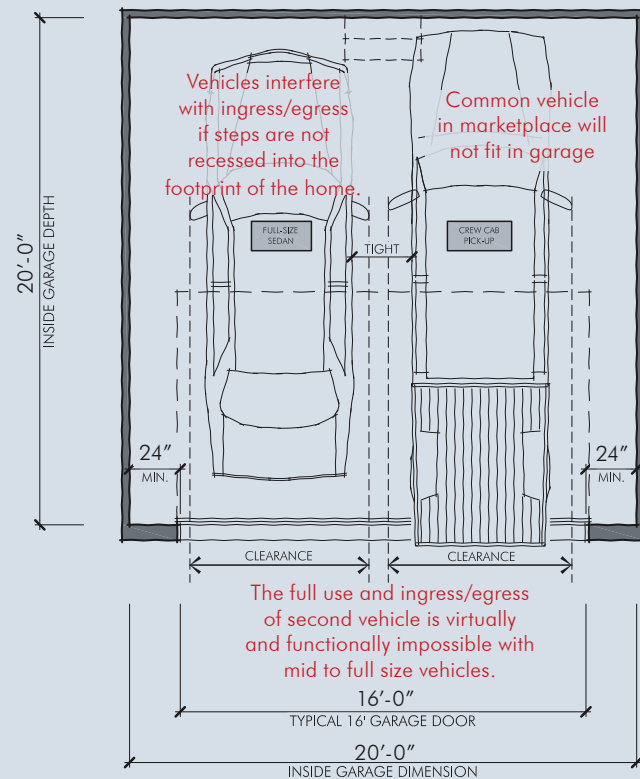
- ☐ The location, massing and scale of a garage should not compete with or overwhelm the primary body or architectural form of the house.
- ☐ Garage forms, design, materials and detailing should be similar in detail and quality to the main body of the house.
- ☐ A garage which is visible from the street or common open space should receive careful design attention and should complement the primary facade, yet be seen as a secondary element.
- ☐ Special attention should be given to the design of alley access garages so that any slope variance from the alley to the finished floor level of the garage is not excessive. Including, in some instances, drop garage floors with steps to the level of interior space.
- ☐ The garage doors on all front entry garages should be set back at least three feet behind the front facade of the house, including porches or other architectural projections.

GARAGE DOOR DESIGN

- ☐ Garage door designs should be selected to complement the architectural style and character of the home and use style appropriate decorative hardware.
- ☐ Appropriately styled and detailed “carriage style” doors are encouraged.
- ☐ Where possible, single width garage doors are encouraged.
- ☐ Garage door wall should be framed with 2x8’s to provide the garage door with a recessed appearance.
- ☐ Doors with “snap in false decorative arches, etc.” are not appropriate.
- ☐ Window muntins, if used, should be true or simulated divided lites appropriate to the architectural style.

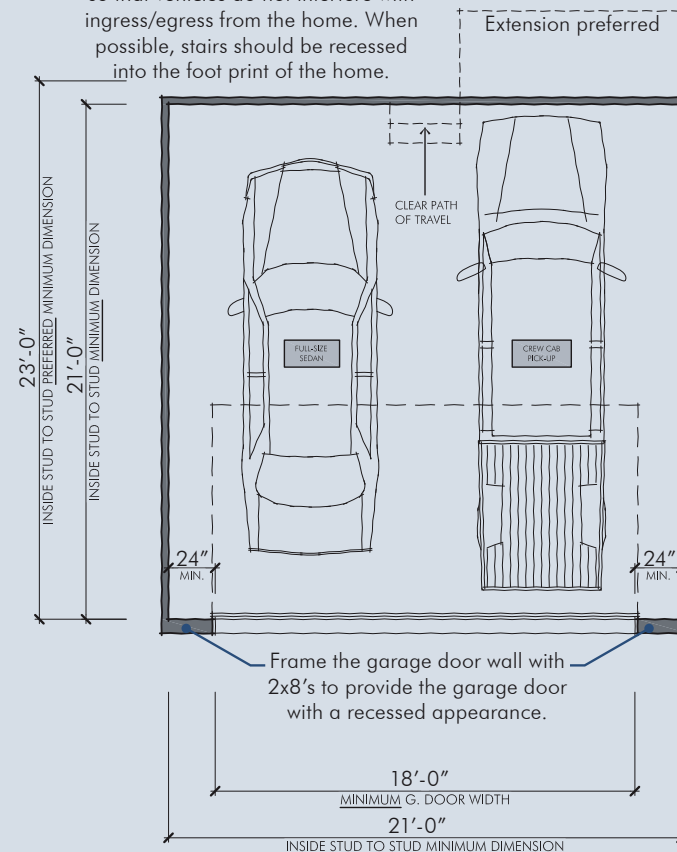
Common Undersized 20' x 20' Garage with Single 16' Wide Garage Door

This type and size of garage / garage door virtually becomes a shallow one-vehicle garage, or is only valid for two small sized/mini vehicles. This inadequate level of design creates issues for valid vehicle parking in the community and reduces values for all.



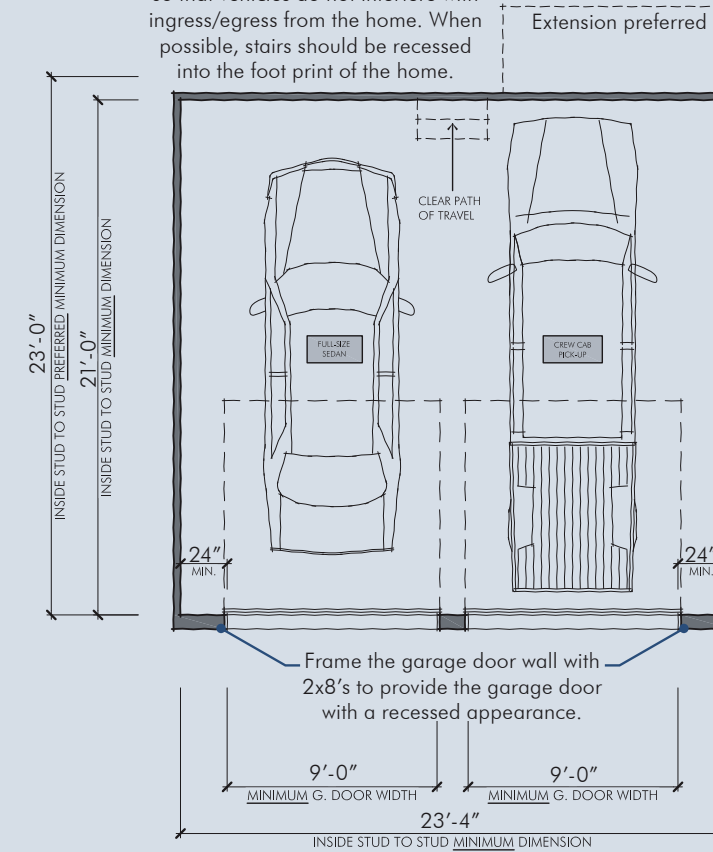
Recommended Minimum One Double Door

If required, stairs should be located so that vehicles do not interfere with ingress/egress from the home. When possible, stairs should be recessed into the foot print of the home.



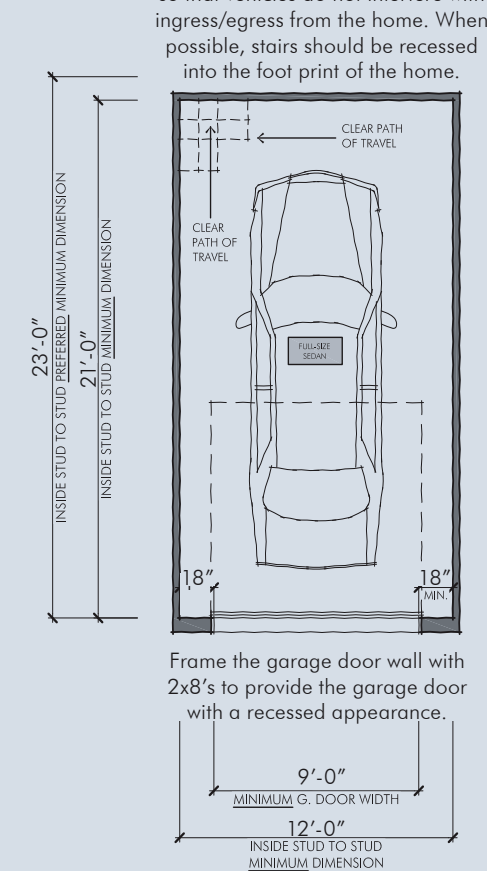
Recommended Minimum Two Single Doors

If required, stairs should be located so that vehicles do not interfere with ingress/egress from the home. When possible, stairs should be recessed into the foot print of the home.



Recommended Minimum Single Car Garage

If required, stairs should be located so that vehicles do not interfere with ingress/egress from the home. When possible, stairs should be recessed into the foot print of the home.



Narrow two car garage effectively becomes a single car garage.



Inability to park two cars in garage results in on-street parking being utilized by residents to store one of their vehicles.

RECOMMENDED MINIMUM DIMENSIONS

Interior Clear Space

Clear Width	21' min.
Clear Depth	21' min.

If required, stairs should be located so that vehicles do not interfere with ingress/egress from the home. When possible, stairs should be recessed into the foot print of the home.

Garage Doors

Height	7' min.; 8' recommended
Width	
Single Door	9' min.; 10' recommended
Double Door	18' min.

Where a 3-vehicle garage is necessary, separate single bay garage doors are preferred, but 1 double door and 1 single door is recommended. If front loaded, one door should be perpendicular from the others.

ARCHITECTURAL GUIDELINES

ARCHITECTURAL CHARACTER
MATERIALS & COLORS
ARCHITECTURAL DETAILS

ARCHITECTURAL CHARACTER



YES

A Craftsman cottage style home with simple yet appropriate details, entrance, and windows along with a usable porch.



YES

A simple, yet classic Colonial Revival home with correct proportions, properly detailed shutters and an ornamental entry.



YES

A classic two-story Texana Farmhouse, with raised foundation and well detailed engaged porch with metal roof, presents a timeless character.



YES

The variety of architectural styles creates a unique overall compelling streetscape character.



YES

This modern home draws inspiration from regional farmhouses. Its form complements the surrounding more traditional style homes.



YES

This modern bungalow is perfectly balanced and "feels right." The scale, materials, proportion and details work together and complement each other.



NO

The complex roof elements, the steep pitched roof at cornice returns, the over scaled bay roof, the ill-proportioned dormer and the front entry details are all inappropriate both individually and collectively.



NO

The garage door should never be the predominant element. The awkward feeling balcony with its hip/gable above and the house floor level flat on the ground are inappropriate.



NO

This example appears more like two homes joined at the hip by an over scaled entry element. Lacks a sense of order, is overly complex in form and is inappropriate.

VARIETY

- A variety of individual architectural designs with their respective appropriate details, materials and colors are encouraged to create a unique overall compelling streetscape character at the community scale.

SCALE, MASSING & FORM

- House designs should generally be composed of a primary massing with secondary massings or wings that maintain a similar character.
- The primary massing should generally be the central dominant mass of the structure with the highest roof line.
- Overly complex or contrived forms, offsets, projections and the resulting multiple roof lines/forms should not be used.
- The scale and proportion of the overall house, entries, and fenestration should be appropriate to the architectural style.
- The roof pitch, roof form and architectural embellishments such as cross-gables, dormers, belvederes, chimneys, cupolas and other similar elements should be appropriate to the architectural style of the house.

EXTERIOR MATERIALS & COLORS



GENERAL GUIDELINES

- Architectural details and exterior finish materials should be appropriate to the style.
- All elevations of the main body of the house should maintain a consistent palette of materials, finishes, and colors.
- Details and ornamentation should be appropriately scaled to create a human-scaled architectural character.
- With the exception of corner treatments and columns, changes in materials should occur at inside corners or at horizontal transition lines that relate to window sills or wall plates.
- When multiple materials are used, heavier materials should always be placed below the lighter.
- All trim boards such as corners, bases, drips, frieze, soffits, fascias, cornices and similar architectural trim elements should be sized and detailed appropriate to the architectural style.

BUILDING FACADES

- The use of high-quality exterior finish materials, such as brick or painted brick, stone, hard coat stucco, wood siding, wood shingles, man-made stone, and cementitious or composite siding and trim is encouraged. Other materials may be allowed by the ARC.
- Painted or factory finished metal should be used with great care, preferably only in dark colors with a matte finish. Large areas of exposed concrete are discouraged.
- All visible flashing should be copper, painted galvanized, or painted aluminum. Visible flashing should be kept to the minimum height required by good practice and counter flashed by the wall material where feasible.
- Brick should be standard size and have a limited range within any color blend. The use of “queen” and other non-modular brick sizes is strongly discouraged.
- Overly elaborate brick work and patterns should be avoided. Brick quoins, ornamental herringbone designs, clinker brick, and excessive brick offsets are examples of inappropriate brick work.
- Lap siding should have an exposure appropriate for the architectural style and character.
- Cementitious siding material is encouraged for long term maintenance benefits.
- Vinyl or aluminum siding, E.I.F.S. or “softcoat stucco” should not be used.
- Roll out patio covers should not be used on facades visible from streets or common open spaces.

ROOFS & EAVES

- Residential roofs should be clad as appropriate to the architectural style in composite shingles, standing seam metal, terne, slate, clay tiles, or dimensional asphalt shingles. Synthetic materials similar or superior in appearance and durability may be allowed by the ARC.
- Low-pitched porch and bay roofs are preferred to be standing seam, pre-finished metal or copper.

COLORS & TONES

- Building colors should be appropriate to the style.
- A complete product line exterior color palette must be prepared and submitted to the ARC for approval.
- Bright and primary colors are typically not approved by the ARC and should be avoided.
- Roofs should be dark earth tone in color, red or green.
- When appropriate to the design, the brick may be painted.
- MEP stacks, vents, and other wall/roof penetrations should have a matte baked on finish and the color should match the abutting wall/roof material.

INAPPROPRIATE ENTRIES & DOORS NO

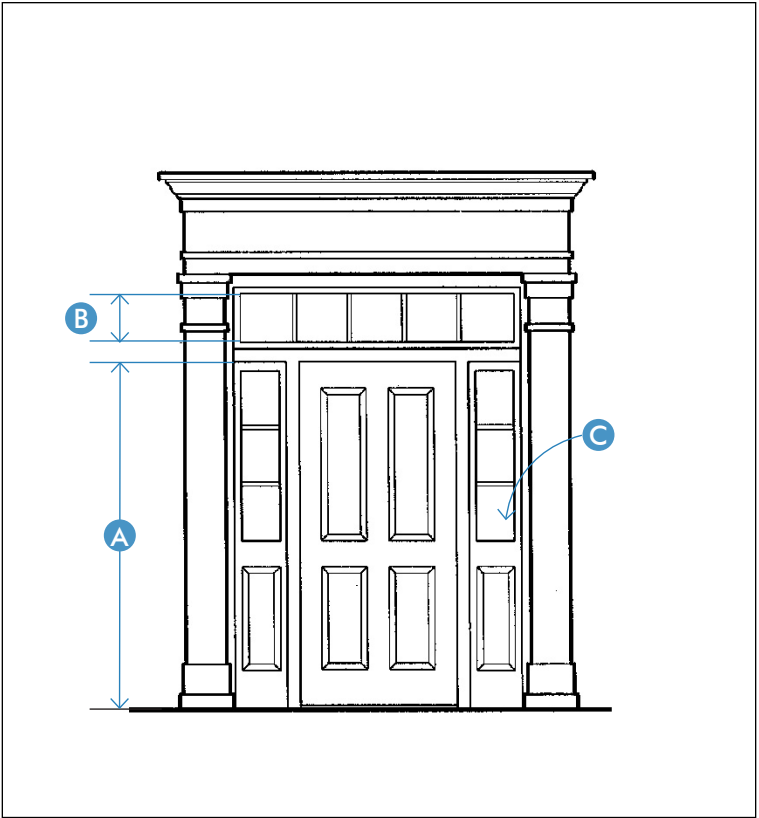


Over scaled transom is too tall in proportion to the primary entrance door.



The board and batten front door is out of character with the Texana Farmhouse style elevation.

APPROPRIATE ENTRIES & DOORS YES



ENTRIES & DOORS

Type, Style, & Size

- The primary entrance (front door) to a home should embody the character, scale, proportion and detail of the overall house and its appropriate architectural style.
- The entry should be easily identifiable from the street.
- When a porch is not provided, the entry should provide at least minimal protection from the elements.
- Over scaled, out of proportion, over bearing or deeply recessed ("dark") entries should not be used.
- Storm or security doors must be appropriate to the architectural style and approved by the ARC.
- Door types, styles, and sizes should be compatible with the building's overall design, style, and character.
- Taller doors (8'-0" in height) are generally encouraged. **A**

Materials

- Doors should be wood or have a wood-like appearance.
- Tinted or reflective glass should not be used.

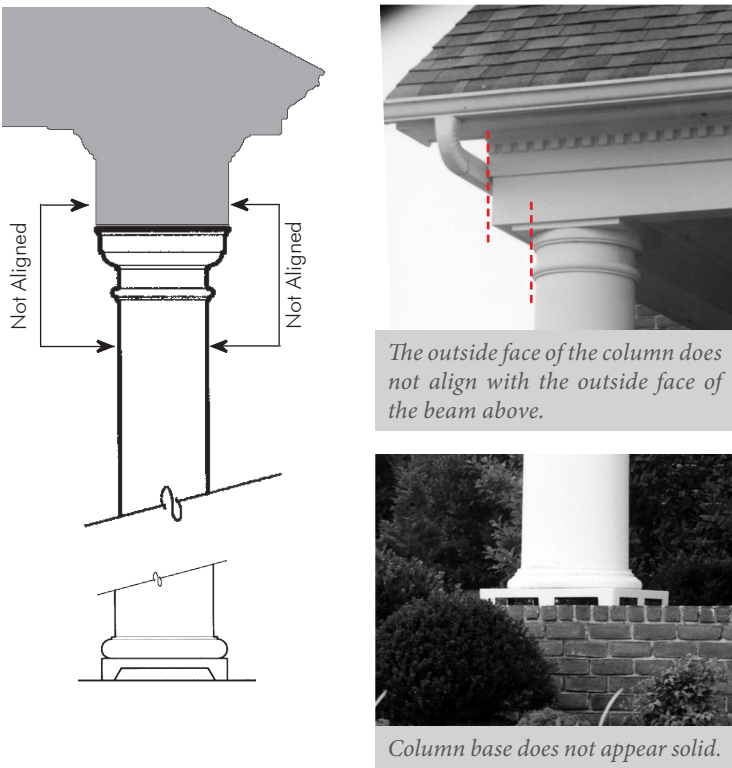
Header, Jamb, & Sill

- Door casings, trim, and mouldings should be appropriately designed and selected to be compatible with the building's overall design, style, and character.
- Openings for doors in brick or stone clad walls should use a brick mould at the head and jamb.
- Door surround trim on siding clad walls should project a minimum of 1/4" from the face of the adjacent siding.

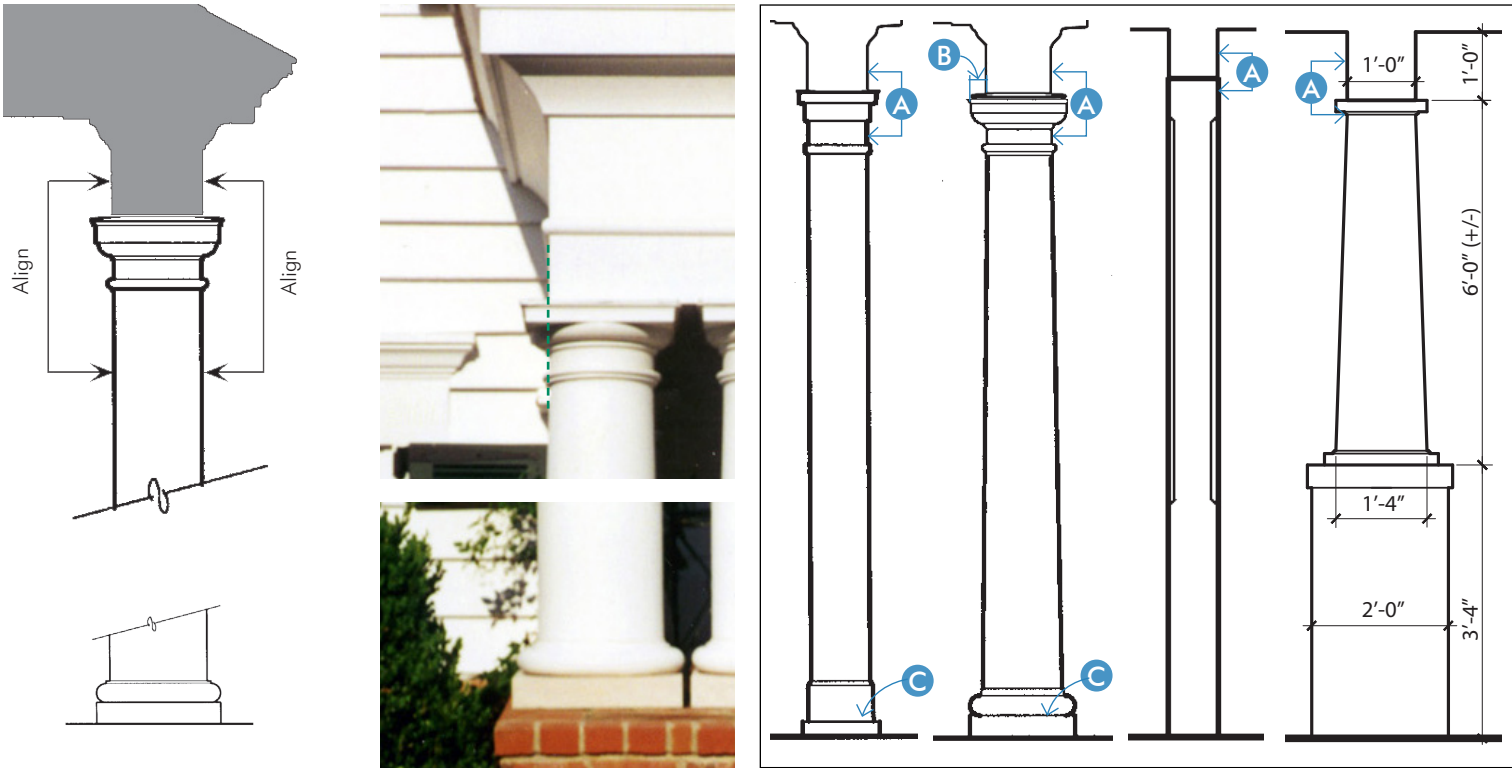
Transoms & Sidelights

- If doors shorter than 8'-0" are used, a transom should be used.
- Transoms should have a 12" min. glass height. **B**
- Transoms, sidelights, and doors should read as a unit with continuous casing trim.
- Mullions between doors, transoms, and sidelights should use trim painted to match the brick mould or trim surround.
- Masonry should not be used on mullion between doors, transoms, and sidelights.
- Over scaled or separate unit transoms should not be used.
- Sidelights should have a design similar to the entrance door. **C**

INAPPROPRIATE COLUMNS NO



APPROPRIATE COLUMNS YES



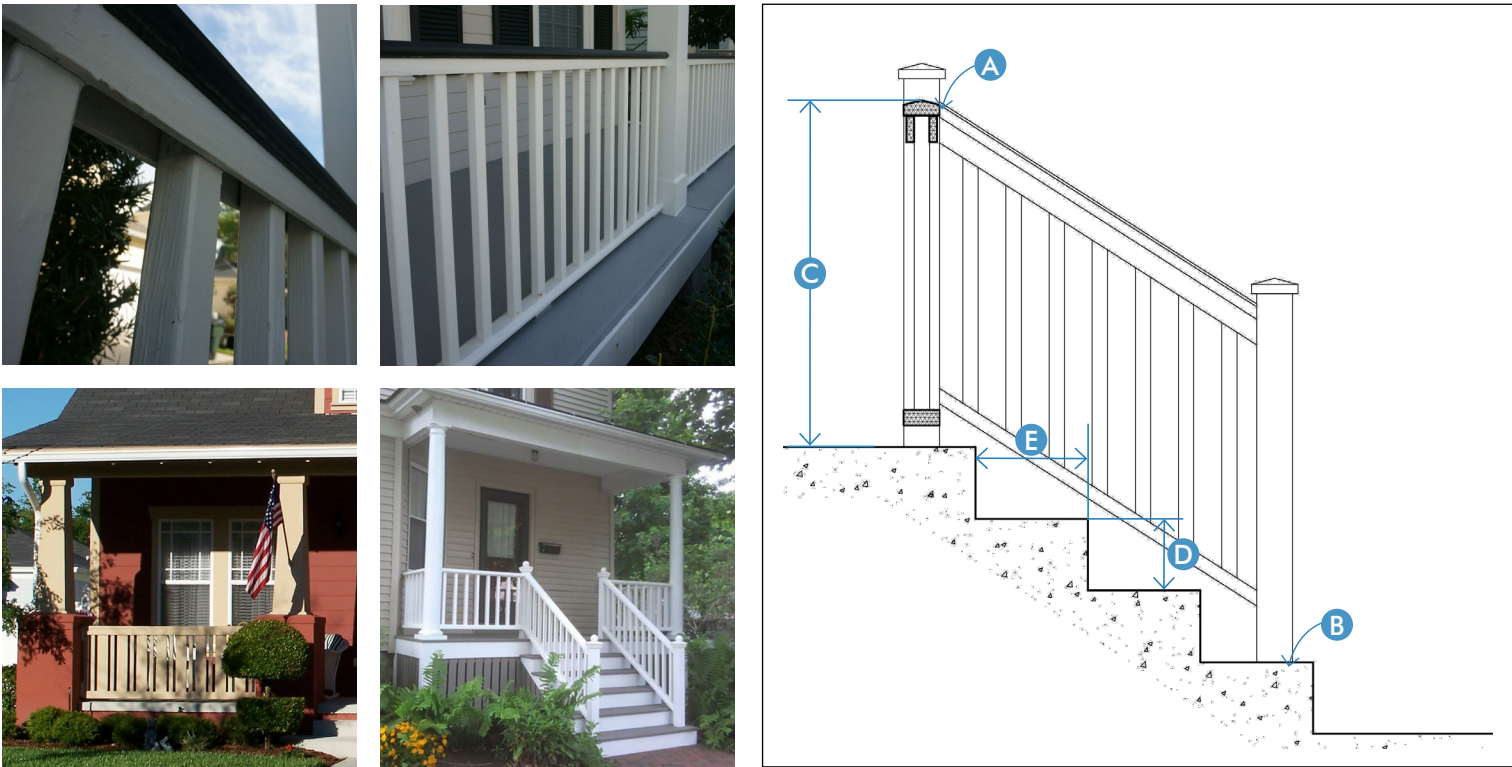
COLUMNS

- Whether job-built or manufactured, columns should adhere to 'classic' time-tested scale and proportions appropriate for the style of the building.
- Columns should be of wood, masonry, or a composite material and properly flashed.
- The face of the column shaft should align with the face of the frieze board or beam above. **A**
- The column cap should project beyond the face of the frieze board or beam. **B**
- The column base is typically larger than the cap and should be, or 'appear' as, solid stone, brick, or wood. **C**
- Visible aluminum vent blocks are inappropriate and should not be used.
- The foundation or porch edge should be extended beyond the edge of the frieze or beam above to allow proper column alignment.

INAPPROPRIATE RAILINGS NO



APPROPRIATE RAILINGS YES



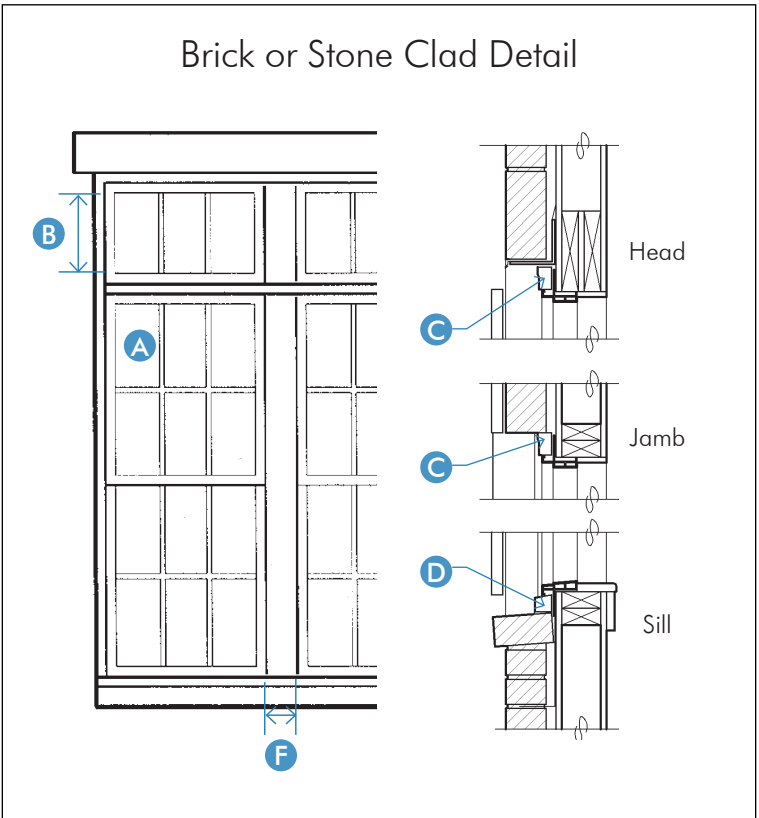
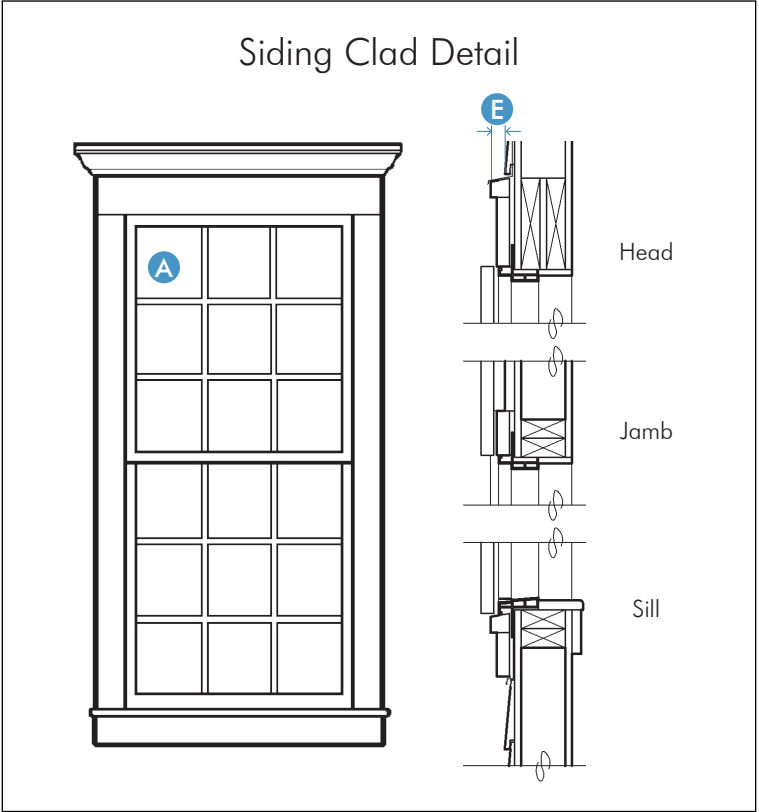
EXTERIOR RAILINGS & STAIRS

- Railings and railing materials should be appropriate to the style of the house and porch.
- All stair railings should be terminated on a vertical post or column. **A**
- Newel posts should sit on the bottom stair tread. **B**
- Railings should return to the adjacent column or wall.
- Porch railings, stair railings, and rail returns should all use matching colors and materials.
- Railings should be between 34" and 38" above the stair nosing or porch floor surface. **C**
- Riser dimensions should be 4" min. and 7" max. **D**
- Tread dimensions should be 11" min. and 17" max. **E**
- Steps should be at least 4' in width. If the space between porch columns is less than 6', the porch steps should be the full width of the bay.

INAPPROPRIATE WINDOWS NO



APPROPRIATE WINDOWS YES



WINDOWS

Type, Style, & Size

- Window types, styles, and sizes should be appropriately designed and selected to be compatible with the building's overall design, style, and character.
- Window types, styles, and sizes should generally be consistent along street and common space frontages.
- Windows that operate as sliders should not be used along street or common space frontages.
- Tab mounted windows flush or nearly flush to the exterior face of the wall should not be used.
- Window proportions should be appropriate to the architectural style.
- Window muntins, if used, should be true or simulated divided lites appropriate to the architectural style.
- Window panes should be square or vertically proportioned, unless otherwise appropriate to the style. **A**
- The minimum glass height of a transom should be 12". If above a divided lite window, the transom height should be similar to the height of a lite below. **B**
- Head heights should be in proper proportion to the scale and mass of the house.
- First floor windows should have an 8'-0" (min.) head height and should align with the front door head height or front door transom head height if a door less than 8'-0" is used.

Materials

- Tinted or reflective glass should not be used.

Header, Jamb, & Sill

- Window casings, trim, and mouldings should be appropriately designed and selected to be compatible with the building's overall design, style, and character.
- Openings for windows in brick or stone clad walls should use a brick mould at the head and jamb, but not the sill. **C**
- Openings for windows in brick or stone clad walls should use a projecting sill nose placed between the brick mould jambs and the sill. **D**
- Window surround trim on siding clad walls should project a minimum of 1/4" from the face of the adjacent siding. **E**

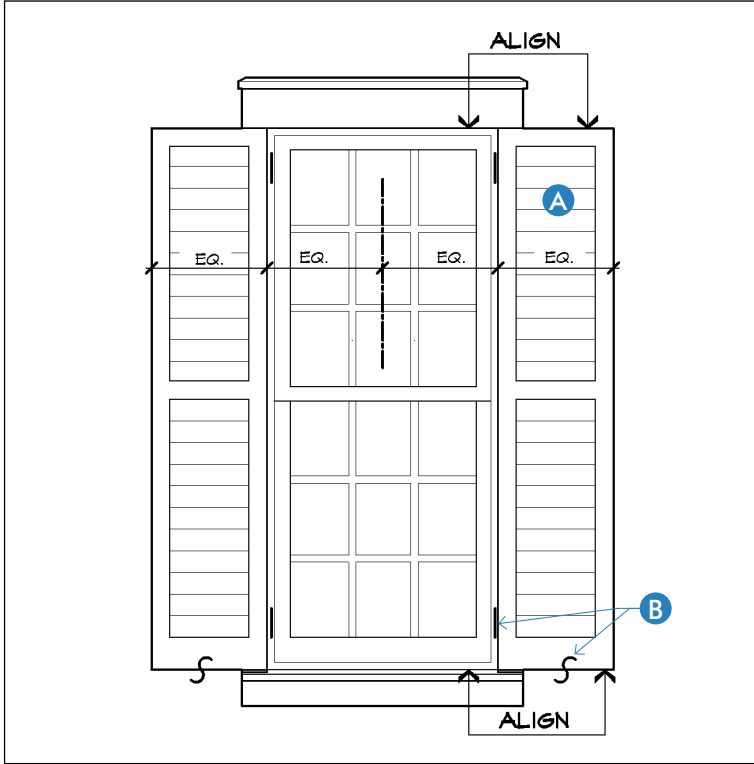
Ganged Windows

- Multiple windows should have a minimum of 4" mullion between the windows. The casing should extend the full width. **F**

 INAPPROPRIATE SHUTTERS **NO**



 APPROPRIATE SHUTTERS **YES**



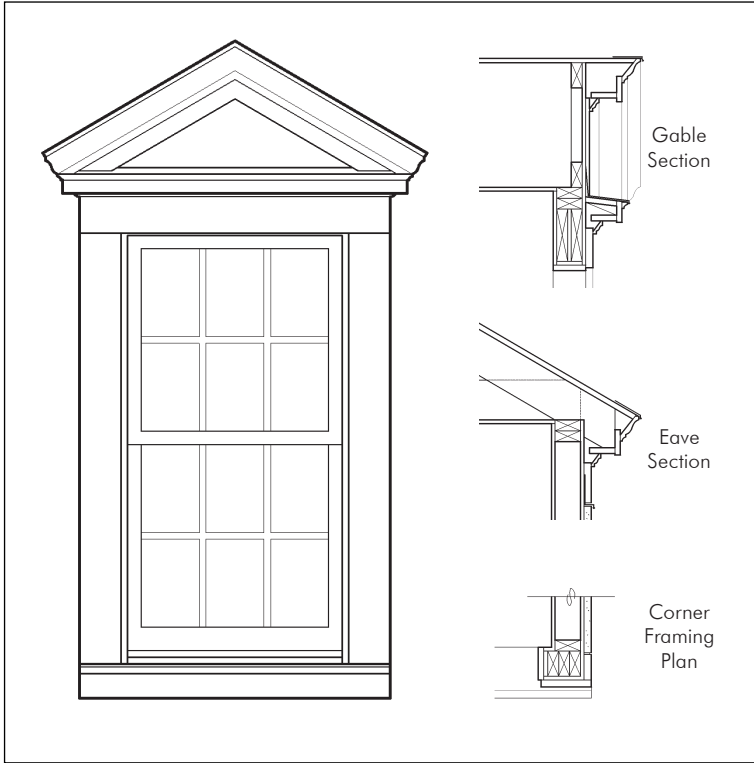
SHUTTERS

- When shutters are used they should be appropriate to the architectural design and style of the building.
- Shutters should be sized to match the actual window sizes. "False" decorative shutters mounted directly to the wall and shutters that do not approximate the height and half the width of the window opening should not be used. **A**
- Shutters are recommended to be mounted on hinges and with hold backs (shutter dogs) located at bottom rail. **B**
- Shutters for double or grouped windows should not be used unless they are sized to match the total width of the opening.

 INAPPROPRIATE DORMERS **NO**



 APPROPRIATE DORMERS **YES**



DORMERS

- Dormers should generally be composed as a secondary architectural element used in a functional or nonfunctional fashion to complement the primary form of the main structure.
- The mass and composition should be composed in an understandable and straightforward manner and should maintain the character of the design.
- Typically, dormer roofs should be hipped, gabled, shed or arched depending on the characteristics of the main structure.
- In general, dormers should be vertically scaled and proportioned and should tightly frame the window.
- Dormer window size and type should be appropriate to the architectural style.
- Dormer overhangs and rakes should be tight to the main body of the dormer.

INAPPROPRIATE BALCONIES **NO**



Balcony has no base making it unusable and inappropriate.



Balcony railings in front of windows are inappropriate.

APPROPRIATE BALCONIES **YES**



BALCONIES

- Balconies, when used should be appropriate to the overall design and style of the building.
- Covered balconies should have a clear height of 7' min.
- Balcony depth should be a minimum of 12" from the facade.
- Balconies should be accessible and should not be located in front of windows where they cannot be accessed.
- Balcony depths should generally be consistent across a building facade.
- Balconies should have visible brackets or supports consistent with the architectural design and style of the building.
- Balcony railings should be appropriate to the overall design and style of the building.

INAPPROPRIATE CORNICES **NO**

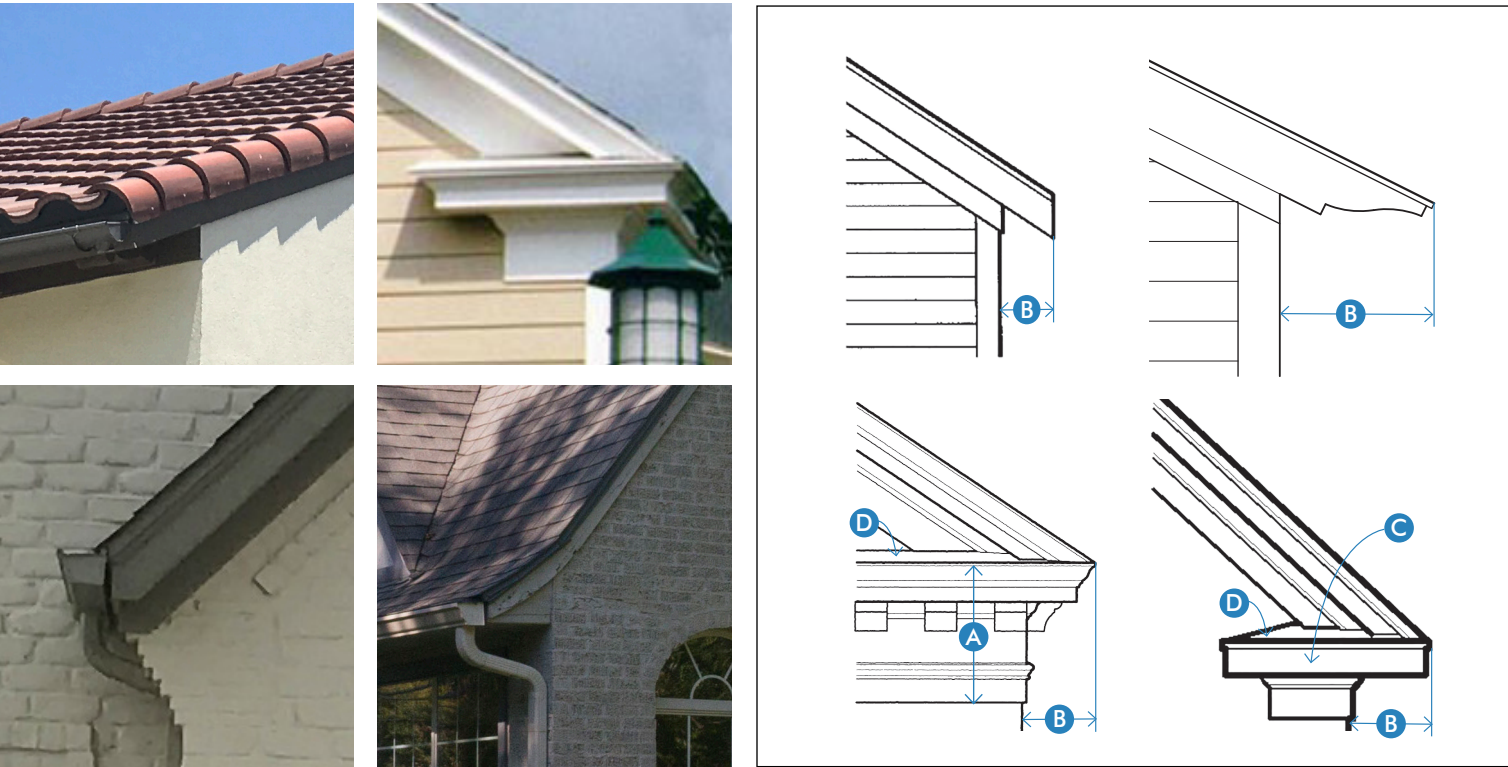


Roof pitch of cornice returns is too steep.



Deep overhangs should not terminate with an oversized "box" cornice detail or large cornice return.

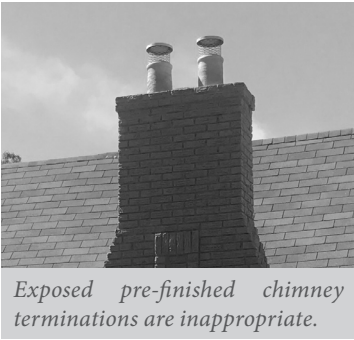
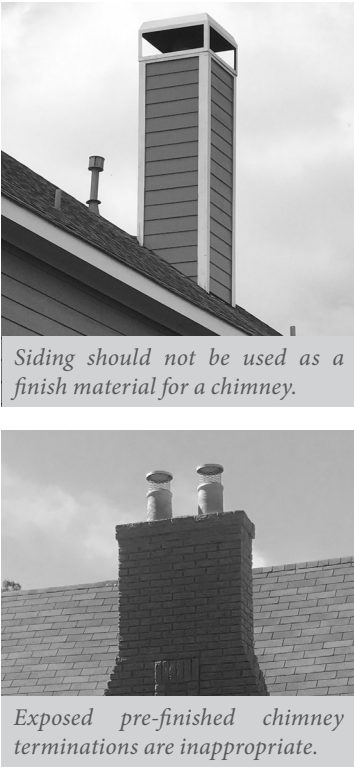
APPROPRIATE CORNICES **YES**



CORNICES, RAKES, & EAVES

- Cornices, rakes, and eaves should be appropriate to the architectural design and style of the building.
- A cornice should be proportioned to define the top of the building wall, but not overpower the facade elements beneath. **A**
- Cornices and eaves should project out horizontally from the vertical wall plane to create depth and shadow on the facade. **B**
- Where appropriate to the style, gable ends should have cornice returns. **C**
- Roofing or flashing material above cornices or cornice returns should not be visible at ground level. **D**
- Traditionally scaled and detailed cornices should follow time-tested scale and proportions. (NOTE: On many historically based traditional designs, the rake detail should incorporate a crown or bed mould trim at the roof edge in lieu of typical 1x2 board.)

INAPPROPRIATE CHIMNEYS NO



APPROPRIATE CHIMNEYS YES



CHIMNEYS

- Chimneys and fireplace flue enclosures, if expressed on exterior with a foundation, should be constructed to “appear” as “real” masonry chimneys. The width and depth should be defined and the height should meet or exceed the minimum per code if it were a masonry fireplace/chimney.
- Prefabricated spark arrestors should be screened with an approved appropriate decorative chimney cap.
- A direct vent exhaust should not be placed along the primary facade.
- Metal chimney pots should be used to cover the typical pre-fabricated flue terminations.
- Appropriate chimney finishes are: brick, stone, hard coat stucco, metal panel, cementitious panel, or, if extending solely from a roof, stucco board with maximum 1x2 corner trim and appropriately detailed termination.
- Siding should not be used as an exterior finish on a chimney.
- If stucco board is used, the stucco board and corner boards should be painted the same color.
- Direct vent exhausts should be painted to “blend in” and reduce their visibility on the exterior facades.

INAPPROPRIATE LIGHTING NO



APPROPRIATE LIGHTING YES



EXTERIOR LIGHTING

Character & Placement

- Any exposed fixture should be appropriate in style, material and scale for the home.
- Front or side entrance light fixtures may be ceiling-mounted, ceiling-recessed, or wall-mounted fixtures.
- Fixtures located to the side of front loaded garages and garage doors should be a wall-mounted down-light type.
- Soffit/cornice down lighting should not be used.
- Floodlights should not be used on any elevation facing the street or common space.
- Wall-mounted fixture light sources should generally be below 8'-0".
- If a ceiling fixture is not provided on a porch, the porch should be pre-wired for a ceiling fan.

Illumination & Light Levels

- Light fixtures should be designed to direct light onto the area intended to be illuminated.
- Glare shields and cutoff devices should be used to minimize throw onto adjacent properties or any public way.
- Light sources should be shielded or arranged to minimize unnecessary glare for pedestrians and cars.
- Exterior lights should be on automatic photocells or timers.
- Fixtures with visible lamps should be a maximum of 75 watt, warm white (or similar) resulting in a “warm inviting” appearance.
- Cool white and daylight color bulbs should not be used.

ARCHITECTURAL STYLES

TEXANA FARMHOUSE

AMERICAN COLONIAL

SPANISH REVIVAL

HILL COUNTRY

CRAFTSMAN

EUROPEAN ROMANTIC

MODERN

INTRODUCTION

INTENT OF STYLE GUIDELINES

These Design Guidelines are intended to create a complete integrated community of streetscapes and buildings that are based upon time-tested, regional design principles. While each building should stand on its own design merit, it is intended that each individual building should also contribute to the desired overall community character. These Design Guidelines are not intended to reproduce historical buildings, but rather result in streetscapes featuring a variety of distinct but harmonious architectural styles using timeless design principles, modern materials and current building practices.

These guidelines and the information contained herein are intended as a general and sometimes specific guide to owners, architects, and builders as to the general style, character, and level of quality required for homes and improvements within the neighborhood of Riverset. The precedent photos included in these guidelines are intended to exemplify the typical characteristics and detailing of the architectural styles that are to be adapted to the building types, lot sizes, and price points of homes in Riverset.

The guidelines are not intended to be subjective value judgments of the images and elements indicated, but instead are provided to illustrate the intended design character of the neighborhood. While the images and elements contained herein are not fully comprehensive in scope, they will be used by the Architectural Review Committee (ARC) as a standard for reviewing new homes or improvements. The ARC will have the exclusive authority to define any term or interpret the applicability of any item or component in part or whole contained in these Design Guidelines.



TEXANA FARMHOUSE

The Texana Farmhouse style is derived from eastern Texas and Louisiana vernacular house designs and is similar to the very simple Folk Victorian style of rural America.

Facade Composition

Symmetrical and balanced asymmetrical compositions with simple lines and little ornamentation.

Materials and color

Exterior cladding is typically smooth finished wood or cementitious 6" exposure lap siding or board and batten siding.

Brick or stone is occasionally used as exterior cladding, but is more commonly found as part of a water table detail.

Colors are typically light colors with white trim, whites with white trim and dark accents, or varied earth tones, brick, or stone with light trim.

Roof colors are typically red, brown, green, gray, or charcoal.

Porches

Porches are a prominent feature of this style and are typically a simple 1-story porch with small square, chamfered, or turned columns.

Roofs

Roofs are moderately to steeply-pitched ($\geq 8:12$)

Roof forms are typically gabled, with the main roof form typically being side gabled.

Cornices, Eaves, & Rakes

Simple eaves with eave returns on the gable end.

Brackets and rafter tails are occasionally found as ornamentation on this style.

Doors & Windows

Windows are vertically proportioned equal sash single- or double-hung windows with 2 over 2, 1 over 1, 4 over 4, or 6 over 6 pane configurations.

Doors are typically either solid with 3 or 4 raised panels; or 1/2 to 3/4 glass with panes of similar size and proportion to the windows.

Shutters

Not typical, but if used are raised panel, louvered, or board and batten

Dormers

Shed or gable



A Prominent front porch; B Bracket detail on rake; C Exposed rafter tails; D Eave returns; E Gable pediment detail; F Shed dormer; G Stone accent on chimney; H Gable vents or windows

AMERICAN COLONIAL

The American Colonial Style is the American adaptation of the Georgian style brought over to the colonies by masons and carpenters in the 1700's. The American Colonial style simplified the ornate classical details and introduced the use of clapboard siding in the addition to the more traditional brick cladding.

Facade Composition

Simple rectangular forms with a regular, repetitious composition of windows and doors, often symmetrical.

Ornamentation is typically limited to the entry, stoop, or porch details.

Materials and Color

Exterior cladding is typically smooth finished wood or cementitious 6" exposure lap siding or brick.

Colors are typically whites with white accents, light colors with white trim, or dark red brick with white trim, dark contrasting shutters.

Roof colors are typically green, gray, charcoal, or black.

Porches and Stoops

Covered entry stoop or a simple 1-story porch with small square, chamfered, or turned columns.

Roofs

Roofs are moderately pitched (6:12 to 8:12)

The main roof form is typically side-gabled, but occasionally hipped or with a cross gable

Cornices, Eaves, & Rakes

Shallow eaves with a simplified classical cornice

Doors and Windows

Windows are vertically proportioned equal sash single- or double-hung windows with 6 over 6 or 9 over 9 pane configurations.

Doors are typically either solid with 4 or 6 raised panels; or 1/2 to 3/4 glass with panes of similar size and proportion to the windows.

Elaborate door surrounds and door assemblies with transoms and sidelights are common in this style.

Gable attic windows on front facing gables are common in this style.

Shutters

Shutters are very common, except on accent windows and are typically raised panel or louvered

Dormers

Typically gabled, occasionally hipped



A Regular, repetitious composition of windows; **B** Side gable roof; **C** Ornamentation at entry stoop or porch; **D** Shallow eaves and rake with a simplified classical cornice; **E** Louvered or raised panel shutters; **F** Gabled Dormer

The Spanish Revival Style evolved out of the traditional architecture of the areas of the United States originally settled by the Spanish.

Facade Composition

Simple, typically asymmetrical forms with openings that appear to be pierced in thick masonry or monolithic exterior walls.

Typical ornamentation includes formed stucco work, stone or tile wall accents or door and window surrounds, and barrel tile gable vents.

Materials and color

Exterior cladding is typically stucco, painted brick, or light colored clay brick.

Typical colors are white, off-white, light yellow, and pale earth tones.

Regionally, this style is commonly expressed in primarily brick in yellow clay colors with or without stucco elements.

Roofs are typically clay barrel or flat tiles, or red or terra cotta colored shingles.

Porches and Stoops

Stoops and porches are often recessed in to the body of the house with thick arches and piers.

Second floor cantilevered balconies and juliette balconettes are also common in this style.

Roofs

Roofs are shallow pitched (4:12 to 6:12).

Gabled and hip roof forms are appropriate to this style and are often used in combination with each other.

Cornices, Eaves, & Rakes

Eaves are either shallow with stucco forms that project to meet the overhang, or use exposed rafter tails.

Rakes are typically tight to the face and expressed with roof tiles.

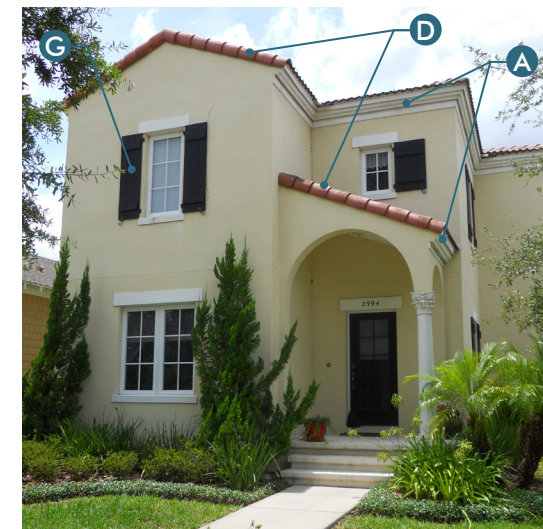
Doors & Windows

Windows are typically vertically proportioned casement windows with small vertically proportioned panes. If single- or double-hung windows are used instead of casements, they should be vertically proportioned equal sash windows with 4 over 4 or 6 over 6 pane configurations.

Doors are typically either solid board and batten, plank, or 2 panel; or 1/2 to full glass with panes of similar size and proportion to the windows. Arched top doors are common in this style.

Shutters

Not typical, but if used are board and batten or paneled.



A Shallow eave with stucco profile; B Exposed rafter tails; C Eave brackets; D Rake tile detail; E Barrel tile roof; F Barrel tile gable detail; G Board and batten shutters

The Hill Country Style is a regional adaptation of architecture brought to the Central Hills of Texas by European immigrants. The simple and authentic style is rooted in the immigrants' masonry and carpentry backgrounds and the local available stone and heavy timber cedar building materials.

Facade Composition

Simple forms with symmetrical and balanced asymmetrical compositions. There is often a dominant central massing with added secondary dependencies.

Materials & Color

Typical exterior cladding includes stone, brick, and stucco.

Rough hewn or weathered wood or monolithic stone is often used as door and window lintels and for porch columns.

Colors typically reflect the traditional natural materials with light colored stone and dark wood accents, or light colored earth tones with dark trim.

Roofs are typically metal or weathered wood, brown, or gray shingles.

Porches & Stoops

Full or partial porch with a low pitch metal roof and simple wood posts, often rough hewn.

Roofs

Roofs pitches vary greatly in this style with some homes having steeper pitches reflecting the more traditional European influence and some with more modern shallow pitches.

The main roof is typically hipped or gabled, with a prominent cross gable.

Cornices, Eaves, & Rakes

Deep eaves and rakes with exposed, often elaborate roof beams, rafter ends, and brackets.

Doors & Windows

Windows are often oversized on the first floor and sometimes replaced with french doors when opening onto a porch.

Windows have either a more traditional configuration of vertically proportioned panes in a casement or single- or double-hung window; or a more modern configuration of horizontally proportioned panes in an fixed or casement window.

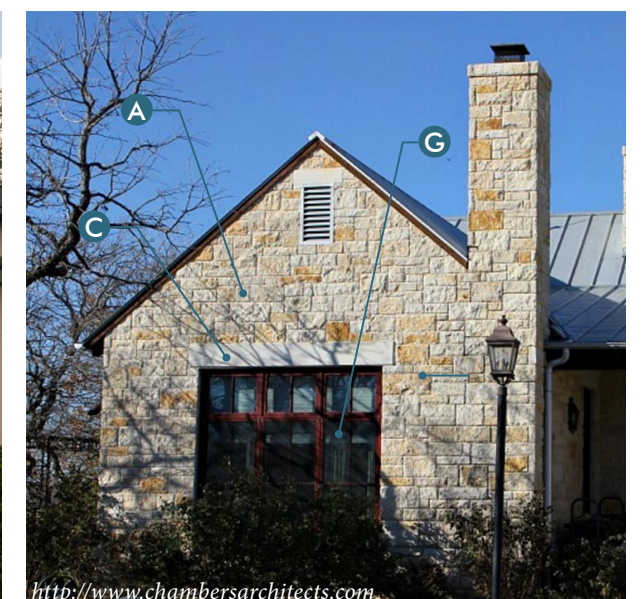
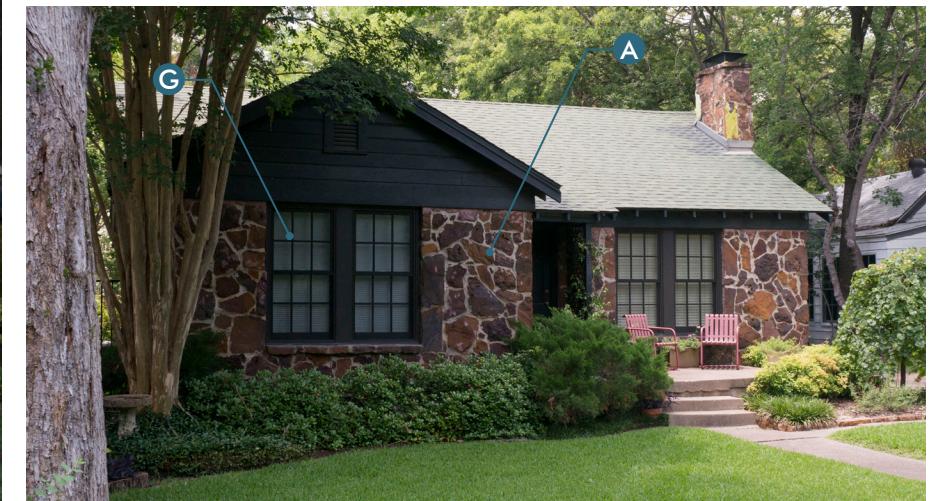
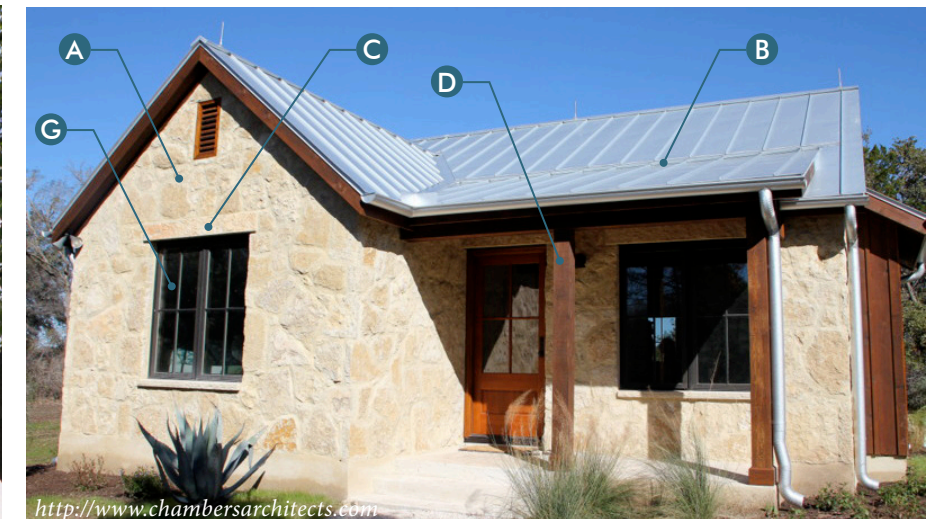
Doors are typically 1/2 to full glass with panes of similar size and proportion to the windows.

Shutters

Not typical, but if used are board and batten

Dormers

Shed or gabled



A Local stone cladding; **B** Standing seam metal roof; **C** Heavy timber or monolithic stone lintels; **D** Simple square porch posts; **E** Post brackets; **F** Modern horizontal window panes; **G** Traditional vertical window panes

The Craftsman Style is rooted in the Arts and Crafts movement that influenced much of the architecture popular in the early part of the 20th century. The Craftsman style emphasizes an expression of the house's structure in its form and detail. Craftsman homes have been easily adapted to various regions of the country both as modest cottages and as larger homes.

Facade Composition

Symmetrical and balanced asymmetrical compositions.

Materials & Color

Craftsman style houses are clad in a variety of materials based on regional construction practices.

Typical regional cladding includes smooth or rough finished wood or cementitious 6" exposure lap siding or shingles, stucco, stone or brick.

Brick or stone is often used as a base for porch columns and as watertable detail.

Colors are typically light colors with white trim, light earth tones with light trim, or dark earth tones with dark trim.

Roof colors are typically red, green, brown, or gray.

Porches & Stoops

Generous full or partial porches with tapered or straight square columns on stone, stucco, or brick base are a prominent feature of this style.

Roofs

Roofs are shallow to moderately pitched (6:12 to 8:12) with deep overhangs

Roof forms are typically front or side gabled roof. Hipped roof forms are found in the style, but are less common.

Cornices, Eaves, & Rakes

Deep eaves and rakes with exposed, often elaborate roof beams, rafter ends, and brackets.

Doors & Windows

Windows are often ganged horizontally and oversized on the first floor.

Windows are vertically proportioned equal sash single- or double-hung windows with multiple panes on the upper sash over a single pane lower sash. Small square accent windows are sometimes found in gables.

Gable attic windows are common in this style.

Doors are typically 1/3 to 2/3 glass with panes of similar size and proportion to the windows.

Dormers

Typically shed, occasionally gabled or eyebrow.



A Tapered square columns with a brick or stone base; **B** Ganged windows; **C** Deep eaves with exposed rafters or rafter tails; **D** Deep rake with decorative brackets; **E** Shed Dormer

The European Romantic style is an amalgamation of Tudor, French Country, and other picturesque European styles. The style developed as a derivative of Medieval Revival architecture and as the style evolved, it began to emulate the English Renaissance styles of the 16th and 17th centuries. The style was popularized in U.S. in the 20th Century by returning troops who served in Europe.

Facade Composition

Facades are typically asymmetrical and commonly L-shaped with a front facing gable. There is often a dominant central massing with added secondary dependencies.

Materials and color

Exterior cladding is typically brick, stone, or light colored stucco, sometimes used in combination. Decorative half-timbering is occasionally used as a gable detail. Heavy trim and wood or stone lintels are common in this style. Horizontal wood or cementitious lap siding is less common in this style.

Colors are typically brick in dark clay colors, white painted brick, or varied earth tones with varied dark trim. Roof colors are typically green, brown, or gray.

Stoops

Entries are typically recessed with a small stoop. Full or partial width porches are less common in this style.

Roofs

Roofs are steeply pitched ($\geq 12:12$). The roof form typically consists of side gable main roof form with cross gables & dormers. Gable variations common to this style include nested, asymmetrical eaves (cat slide), sweeping eaves, and clipped.

Cornices, Eaves, & Rakes

Eaves and rakes are typically tight to the facade with shallow overhangs and with decorative brick corbels in the gable.

Doors & Windows

Elevations are typically composed with multiple window sizes, ganged windows, oversized first floor windows, and small accent windows.

Windows are typically vertically proportioned casement windows with small vertically proportioned panes. If single- or double-hung windows are used instead of casements, they should be vertically proportioned equal sash windows with 4 over 4 or 6 over 6 pane configurations.

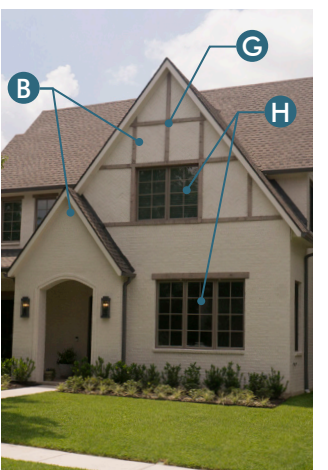
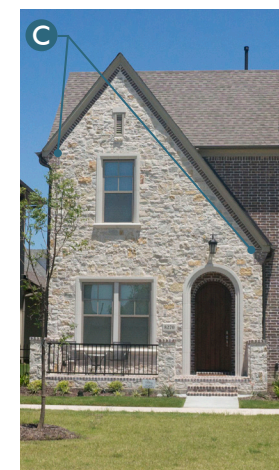
Doors are typically either solid or primarily solid board and batten, plank, or panel; often with a small glass pane or speakeasy. 1/2 to 2/3 glass doors are less common, but when used should have panes of similar size and proportion to the windows. Arched top doors are common in this style.

Shutters

Typically board and batten, occasionally raised panel.

Dormers

Typically shed or hipped, occasionally gabled or eyebrow.



A Prominent front facing cross gable; B Nested gables; C Asymmetrical eaves; D Clipped gable; E Sweeping eave; F Shed dormer; G Decorative half-timbering; H Ganged windows; I Brick corbels

Borrowing from design themes of modernist architecture of the early to mid 1900s, this style has evolved to adapt to local climates, traditions, and materials by re-interpreting traditional elements, such as balconies, deep overhangs, and cantilevered roof planes. These homes will be influenced by local architectural traditions, but offer some design variations.

Facade Composition

Balanced asymmetrical compositions of juxtaposed simple massings.

Materials and Color

Exterior cladding is typically brick, wood or cementitious siding (horizontal and vertical applications), metal and cementitious panels, board and batten.

Materials and colors are often used in combination and often used to distinguish the different massing elements. Bright colors and high contrasting hues by material are common in this style.

Porches and Stoops

Simple porch and stoop detailing with structural members and connection details that are often exposed.

Roofs

Roofs are typically shallow pitched ($\leq 6:12$)

Typical roof forms include gabled, shed, curved, and parapeted.

Cornices, Eaves, & Rakes

Deep eaves and rakes with simple detailing.

Doors & Windows

Windows are often ganged horizontally and oversized on the first floor.

Windows are typically fixed single panes or casement windows. If single- or double-hung windows are used to meet egress requirements, they should be used on side elevations where possible.

Doors are typically either full glass or with horizontally proportioned glass or solid panels.

Shutters

Traditional shutters are not typical in this style, occasionally being replaced with wood or metal window screens or grills.

Dormers

Shed or gable



A Combination of multiple cladding materials or material applications; **B** Simple exposed structural members; **C** Shallow pitched shed roof; **D** Single pane fixed window; **E** Modern interpretation of traditional form

LANDSCAPE GUIDELINES

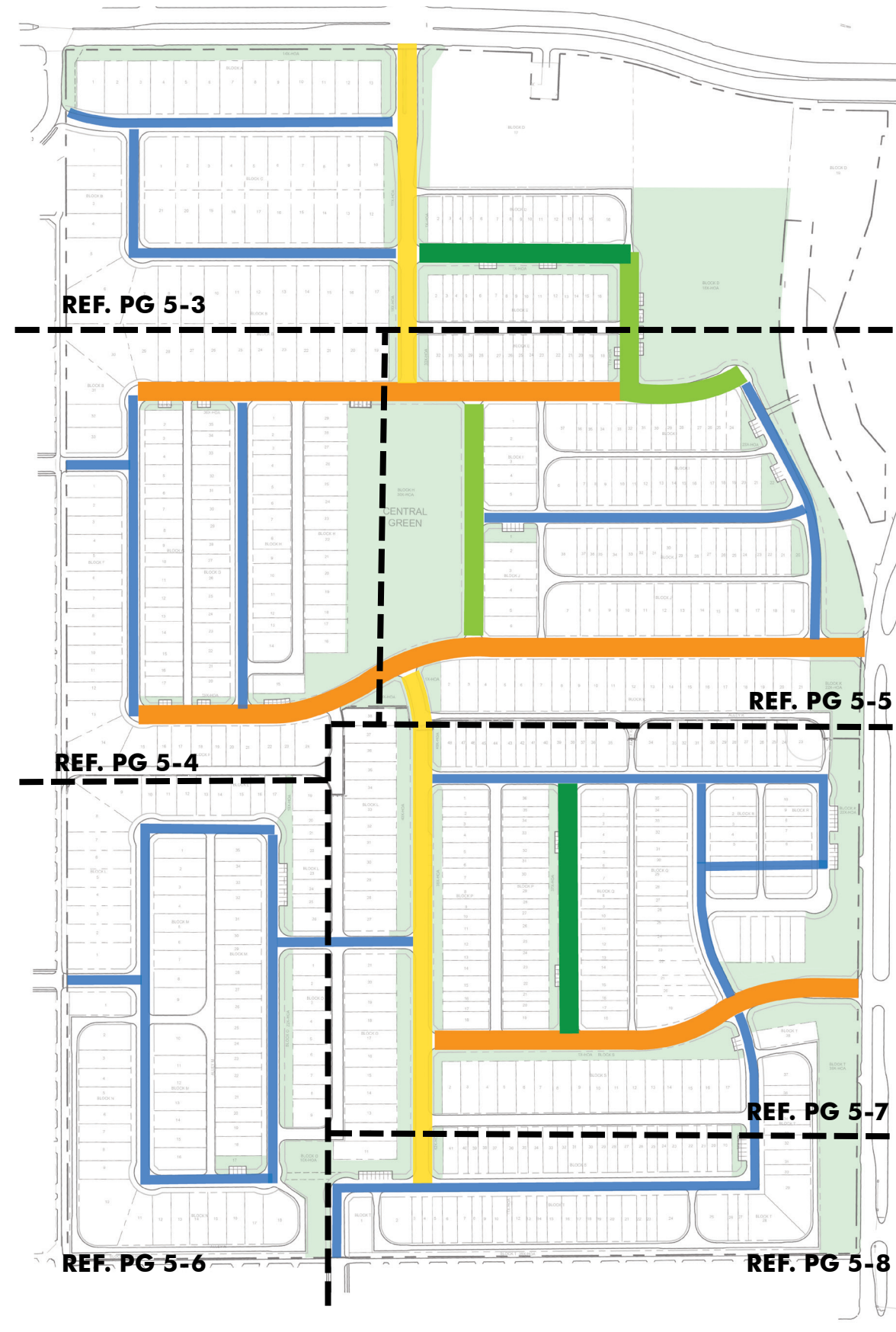
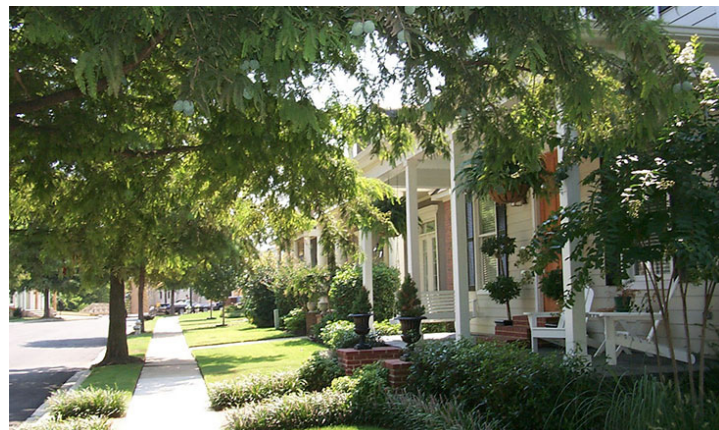
COMMUNITY STREETScape

STREET TREE LAYOUT

FENCING

LOT LANDSCAPE STANDARDS

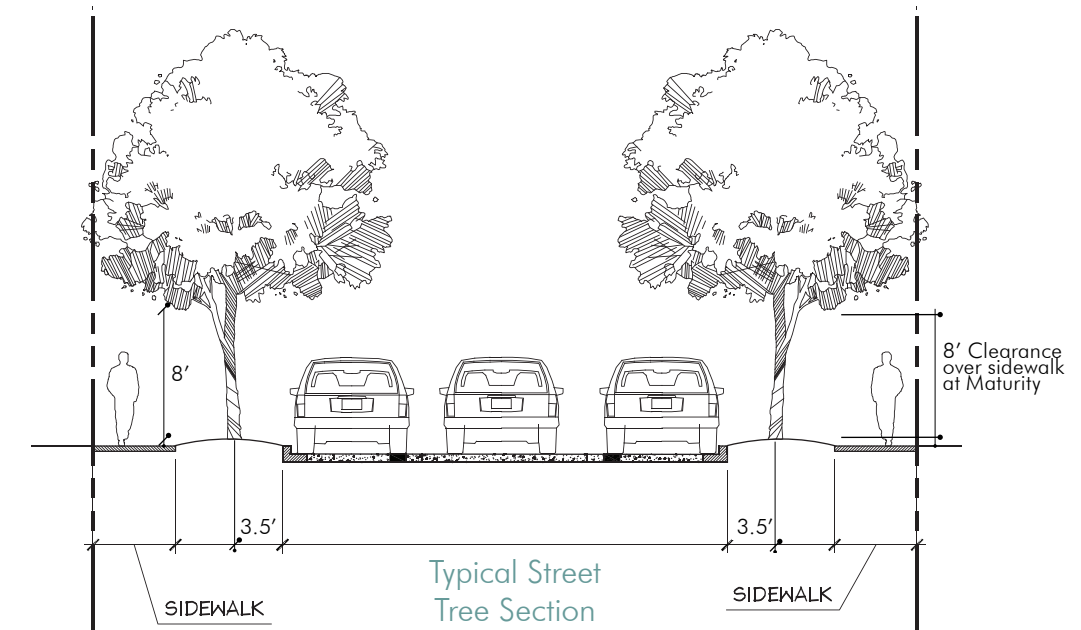
COMMUNITY PLANT PALETTE



STREET TREE MASTER PLAN

The street tree master plan is provided to direct the placement of street trees in the street parkway that front on and side open spaces. Tree type and placement are color coded and indicated on Street Tree Layout, refer to the following pages.

- All street trees to be installed by home builder, except trees in common area. Lots that front on and side open spaces may have the parkway trees installed by the developer as indicated on the plan but will be reimbursed by the builder.
- All street trees except Crape Myrtle "White" Natchez are to be spaced at approximately 40' o.c., and located 3.5 ft. from back of curb within the street parkway, and have 8' clearance over sidewalk at maturity. Ref. detail below for location within the parkway.
- Crape Myrtle "White" Natchez will be spaced at approximately 25' o.c., and located 3.5 ft. from back of curb within the street parkway, indicated on enlarged tree layout plan, and have 8' clearance over sidewalk at maturity.
- For streets designated with more than one tree species, same tree species can not be planted in groups of more than four (4) along the street parkway.
- Perimeter buffer trees to be installed by developer per detail site plan.

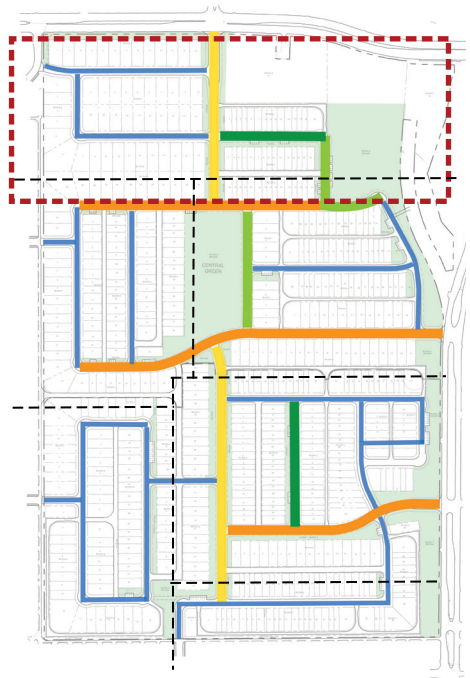


- A : Allee Elm
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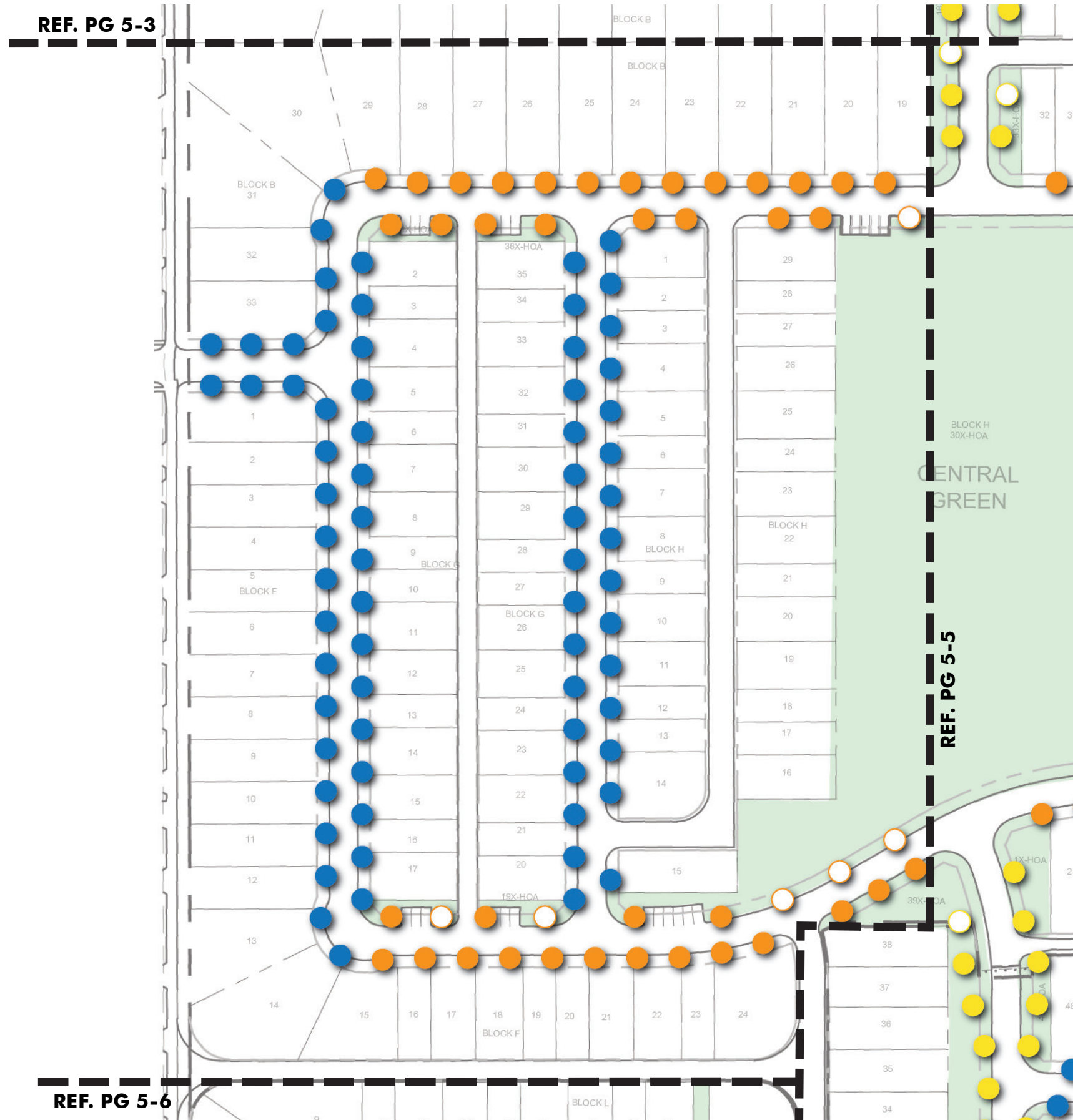


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- For streets designated with more than one tree species, same tree species can not be planted in groups of more than four (4) along the street parkway.
- Tree locations shown are approximate.

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- By Builder
By Developer

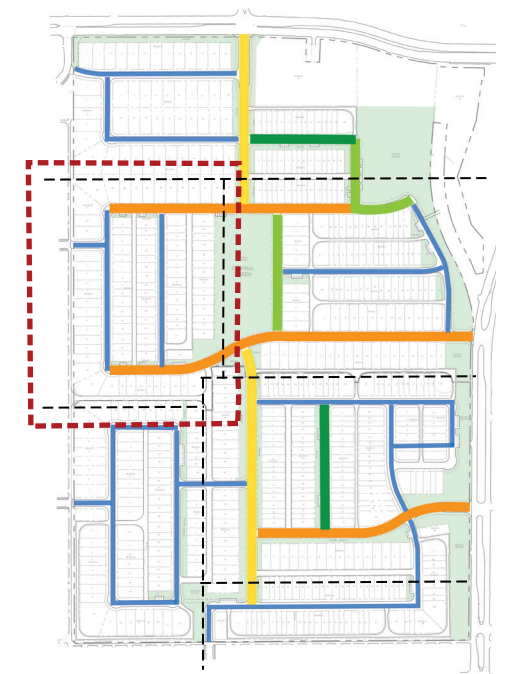


STREET TREE LAYOUT



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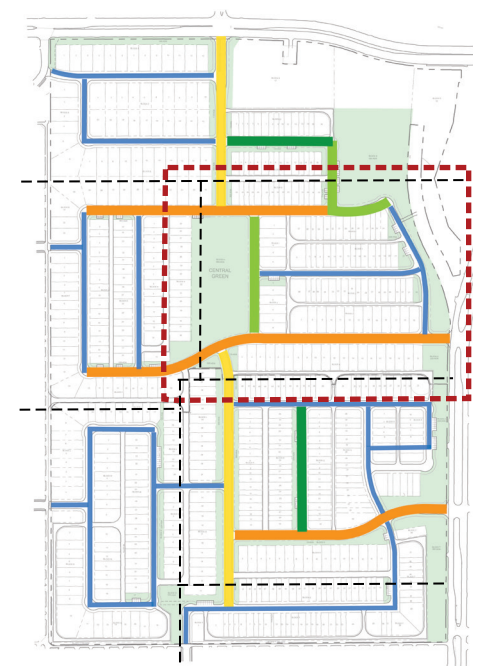
Note: Block H lot 16 - 29 Tree requirement are exempt and satisfied by the trees in the common area.

STREET TREE LAYOUT

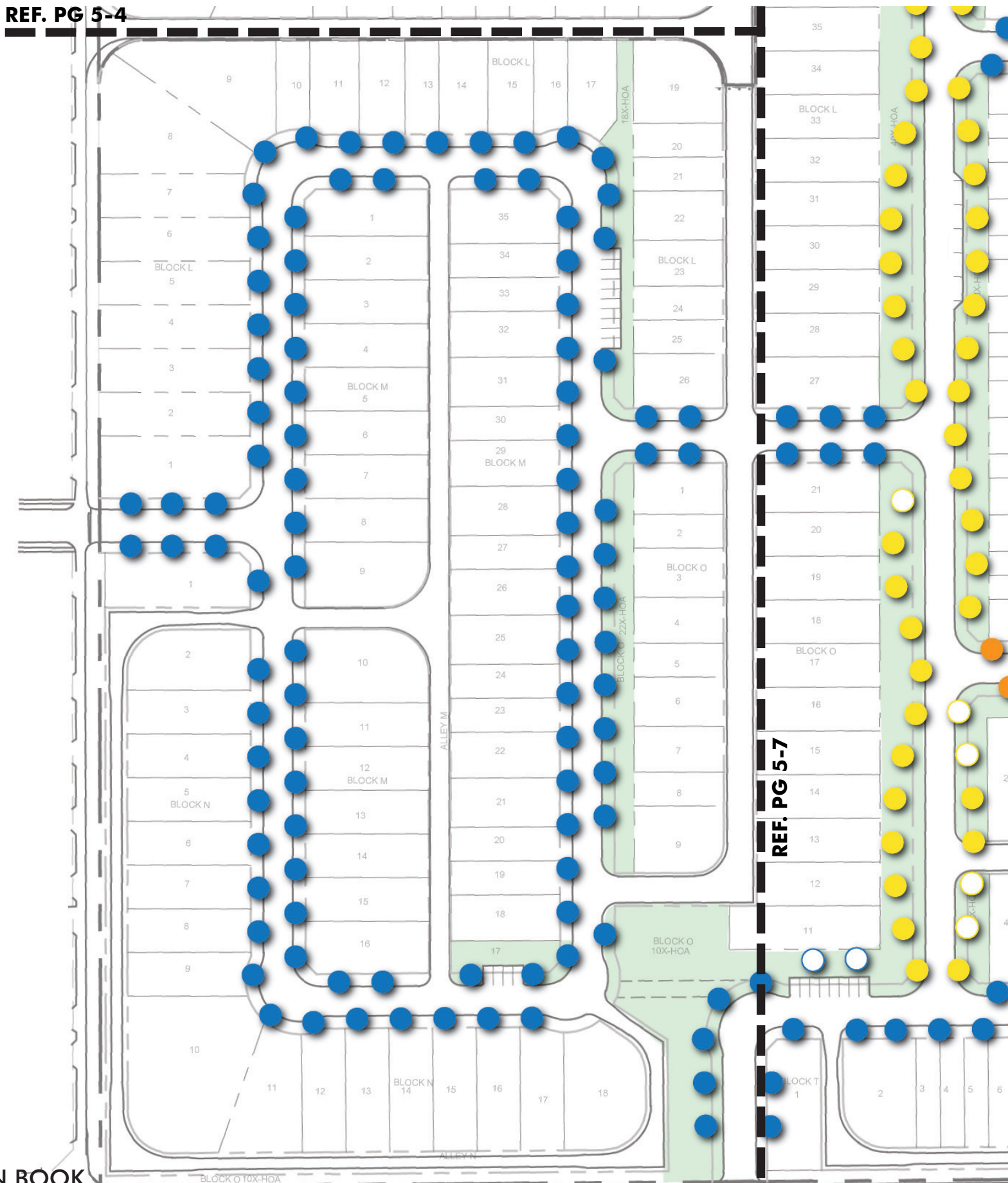


- All street trees to be installed by home builder, except trees in common area. Lots that front and side open spaces may have the parkway trees installed by the developer as indicated on the plan but will be reimbursed by the builder.
- All street trees except Cape Myrtle "White" Natchez are to be spaced at approximately 40' o.c., and located 3.5 ft. from back of curb within the street parkway. Ref. detail below for location within the parkway.
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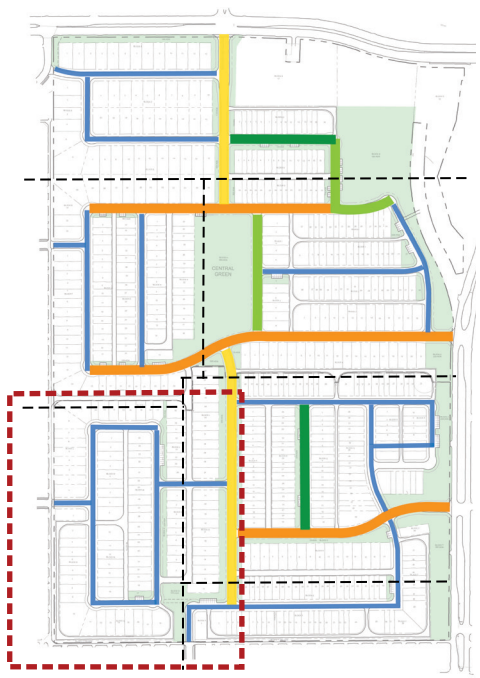


REF. PG 5-4



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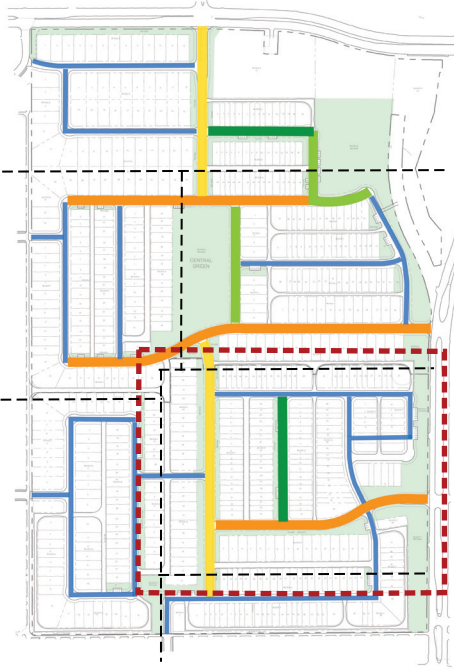


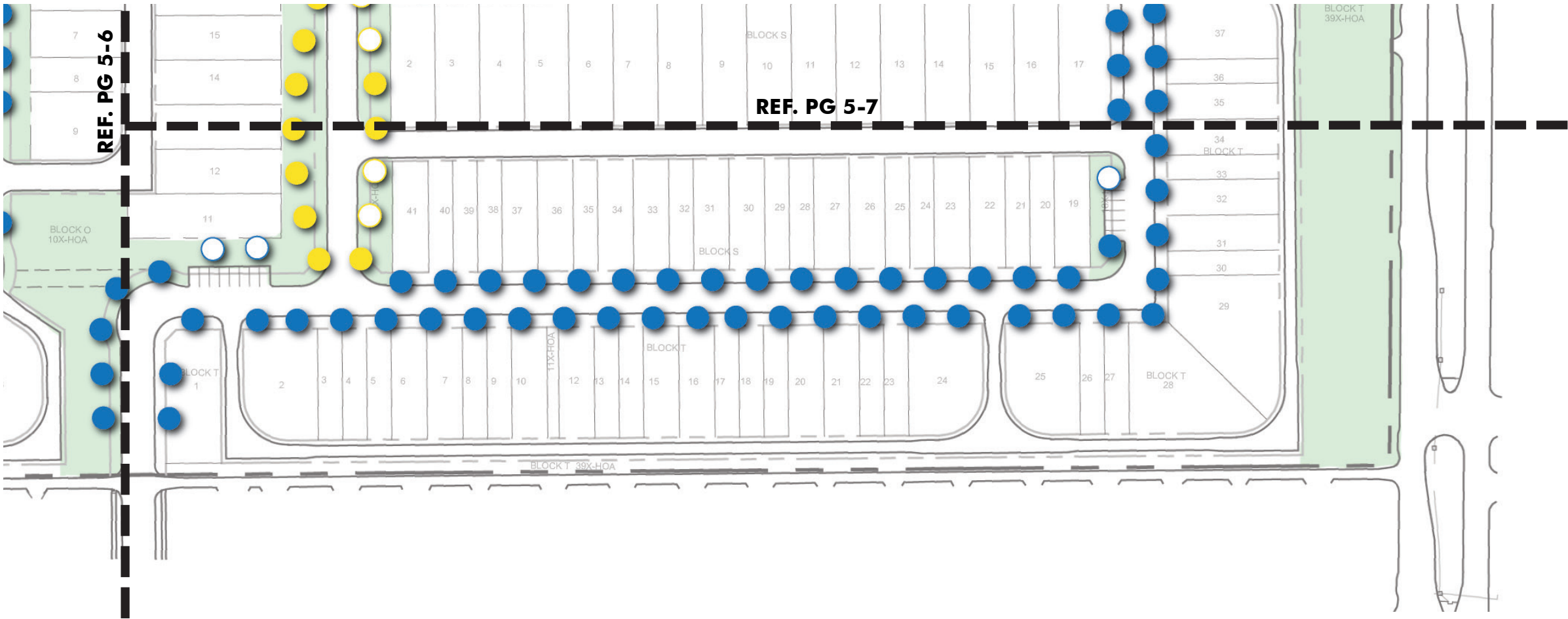
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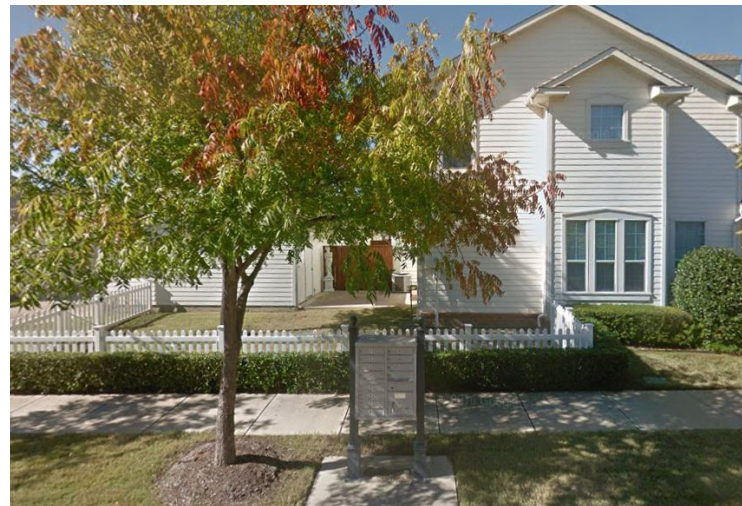
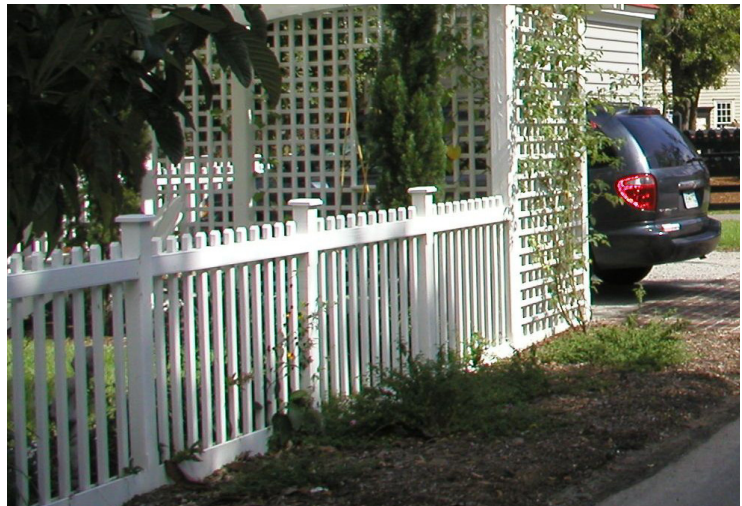
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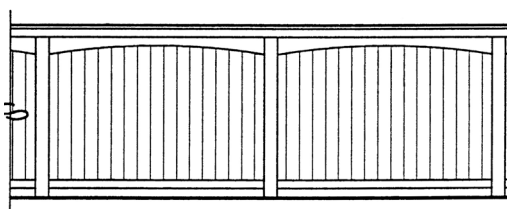
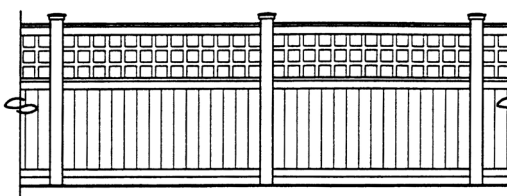
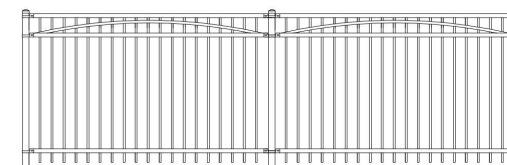
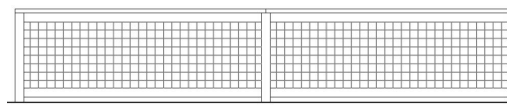
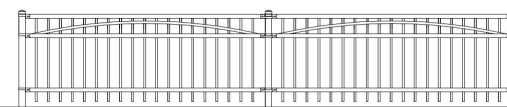
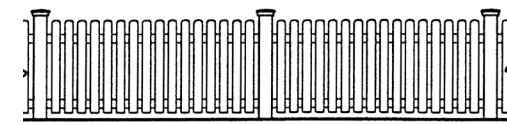


APPROPRIATE FENCES

YES



Sample of Appropriate Styles



Overview

Fences and walls should be compatible with the design, materials, and colors of the principle structure.

- ☐ Fences should be made of masonry, ornamental metal, or durable wood or some combination of the three.
- ☐ Chain link or plastic should not be used.
- ☐ All wood fences should be stained brown as specified and sealed or painted brown as specified on both sides. Colors must be approved by the ARC.
- ☐ Vinyl fences should be low-sheen and must be approved by the ARC.

Front Yard Fencing

- ☐ Front yard fencing is encouraged and anticipated to provide courtyard fencing for front yard outdoor living.
- ☐ May be solid or transparent so long as its height does not exceed 42 inches and it is located a minimum of 18 inches behind the sidewalk edge.
- ☐ Fence posts and gateways may have a maximum height of 54 inches. Taller features, such as a trellis entryway, are encouraged but will require approval from ARC.
- ☐ Fencing options are (1) Ornamental steel painted black; (2) Decorative galvanized cattle wire, 4 guage min.; (3) Picket fences; (4) Horizontal slat fence
- ☐ Pickets should be routed through rails or face-mouthed in front of rails. Bracket and receptacle type connectors to posts and rails are discouraged.

Residential Fencing Abutting Common Space

- ☐ Shall meet the standard set forth above for front yard fencing except that side yard fencing abutting common space may be up to 5 feet tall and shall maintain the style and quality of front yard fencing on the lot if it exists, or be ornamental steel painted black .

Side Yard Fencing

- ☐ Maintain the style and quality standards of the front yard fence.
- ☐ Corner lot side yard fencing should be ornamental steel painted black capped with top rail not to exceed 5 feet in height, and set back at least 18 inches from the side walk.
- ☐ Side yard fences between lots may be up to 6 feet tall and butt joint or board on board with an appropriate cap detail.

Rear Yard Fencing

- ☐ Rear yard fences shall match the style and quality of interior side yard fencing.
- ☐ May be up to 6 feet tall and butt joint or board on board with an appropriate cap detail.

TOWN HOME LOT

- ☐ Gravel/granite can be used for small pathways or as an alternate to ground cover.
- ☐ Standard Concrete walkway may be upgraded to rock salt finish.
- ☐ Porch paving may be upgraded to brick.
- ☐ Small understory tree or ornamental tree may be planted in addition to the required trees.
- ☐ Not to scale, refer to final plat and zoning for set backs.

Natural Style

The Natural Style blends the native plant palette and features free-form planting with soft edges. The meandering planting beds with ornamental grasses, annuals, perennials and shrubs soften the rigid lines of the house. This planting style mimics nature, uses diversified plant species, improves wildlife habitat, and reduces maintenance costs.

Key Characteristics

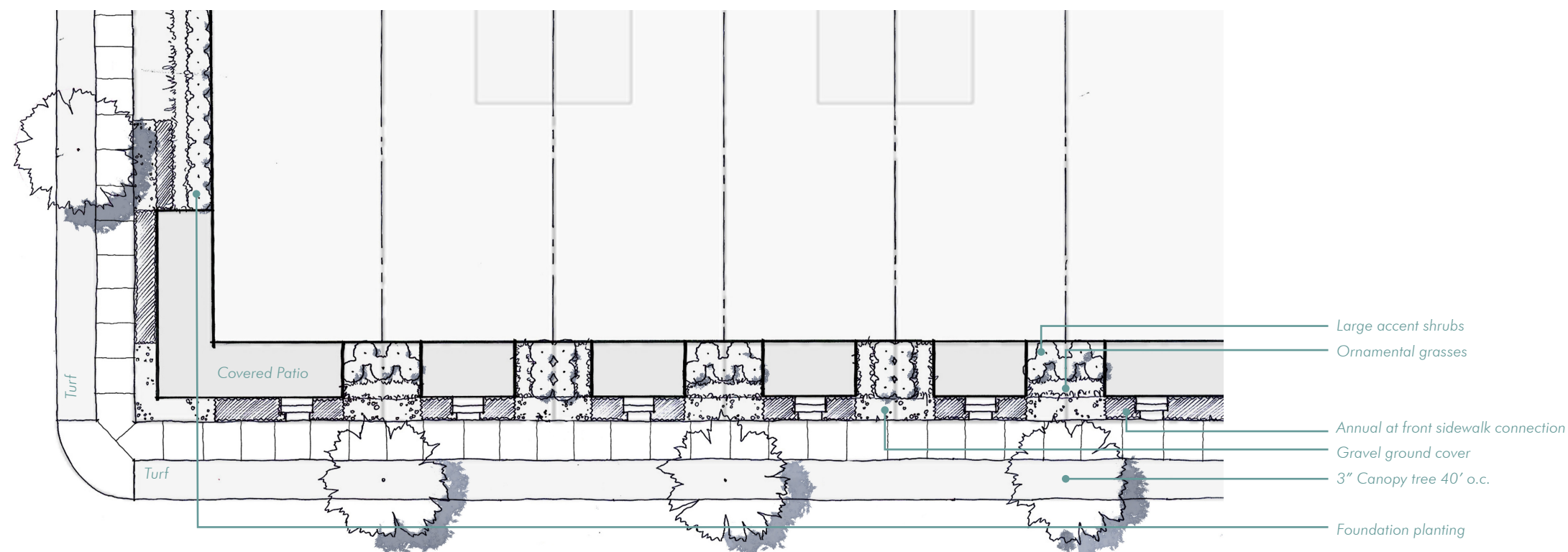
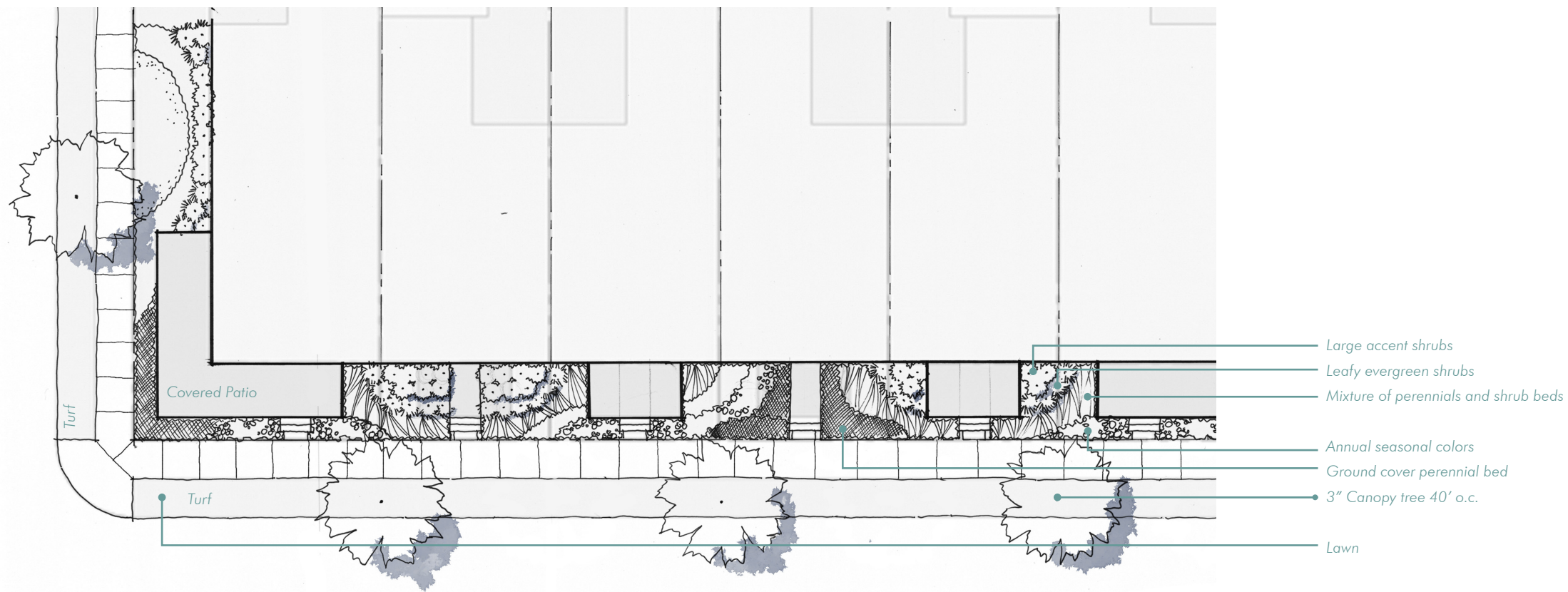
- ☐ Meandering planting bed
- ☐ Less symmetrical
- ☐ Layering high to low from foundation
- ☐ Gradual transitions to lawn
- ☐ Mixed perennial beds frequently used
- ☐ Irregular spaced plants, generally in masses

Formal Style

The Formal Style landscape is more streamlined and refined than the Natural Style, normally using a more symmetrical pattern in the landscape. The Formal Style has a manicured look that balances the architecture, mimicking the front facade portion of the architecture.

Key Characteristics

- ☐ Central axis walkway to door
- ☐ Symmetrically balanced planting bed
- ☐ Curvilinear beds are not encouraged
- ☐ Clipped or manicured shrub borders
- ☐ Equally spaced plants generally in a linear form



VILLA LOT

- ☐ Gravel/granite can be used for small pathways or as an alternate to ground cover.
- ☐ Standard concrete walkway may be upgraded to rock salt finish.
- ☐ Porch paving may be upgraded to brick.
- ☐ Small understory tree or ornamental tree may be planted in addition to required trees.
- ☐ Not to scale, refer to final plat and zoning for set backs.

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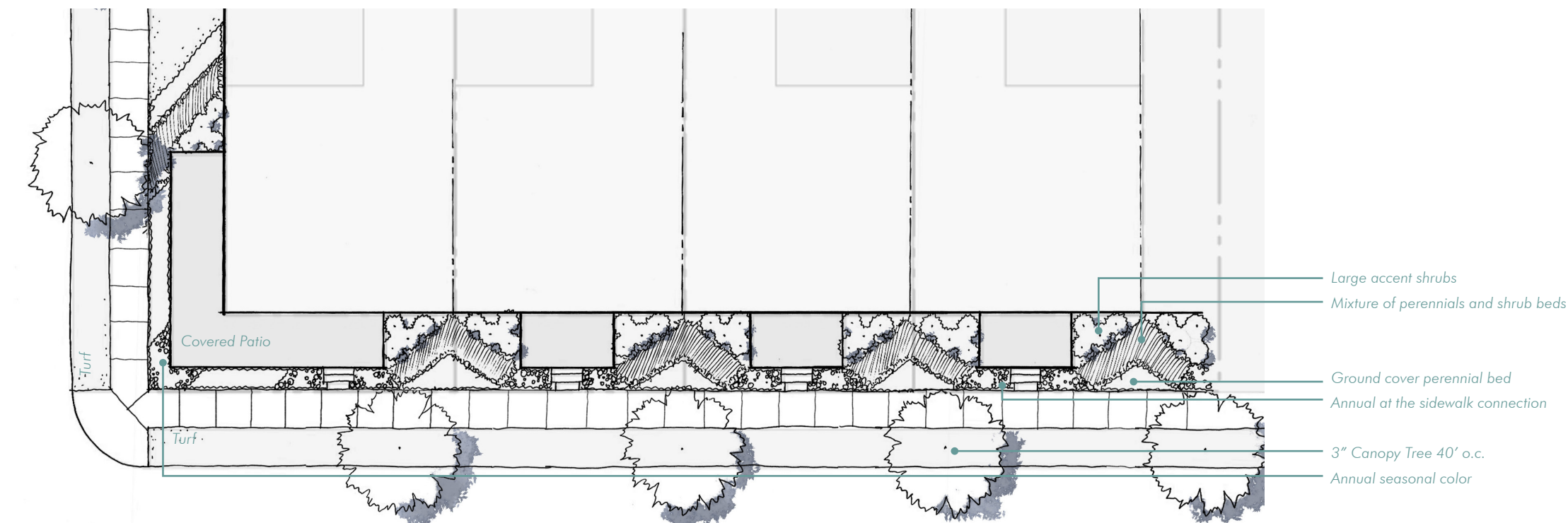
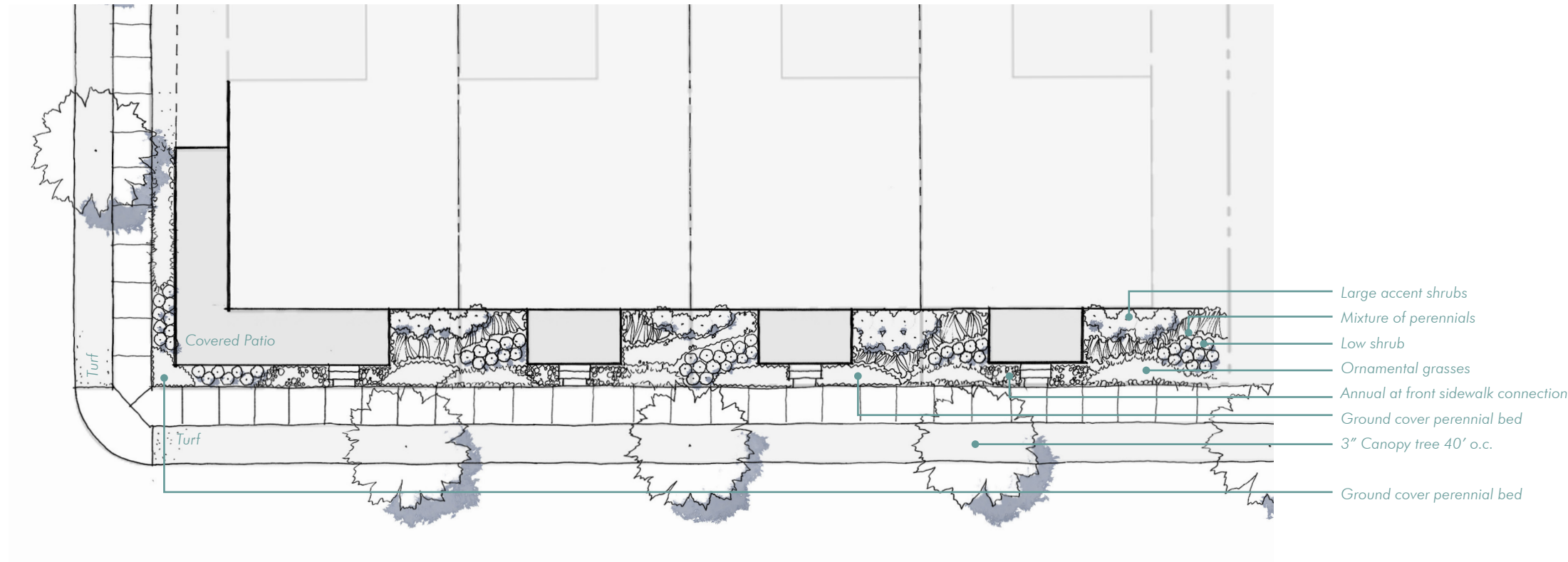
- ☐ Meandering planting bed
- ☐ Less symmetrical
- ☐ Layering high to low from foundation
- ☐ Gradual transitions to lawn
- ☐ Mixed perennial beds frequently used
- ☐ Irregular spaced plants, generally in masses

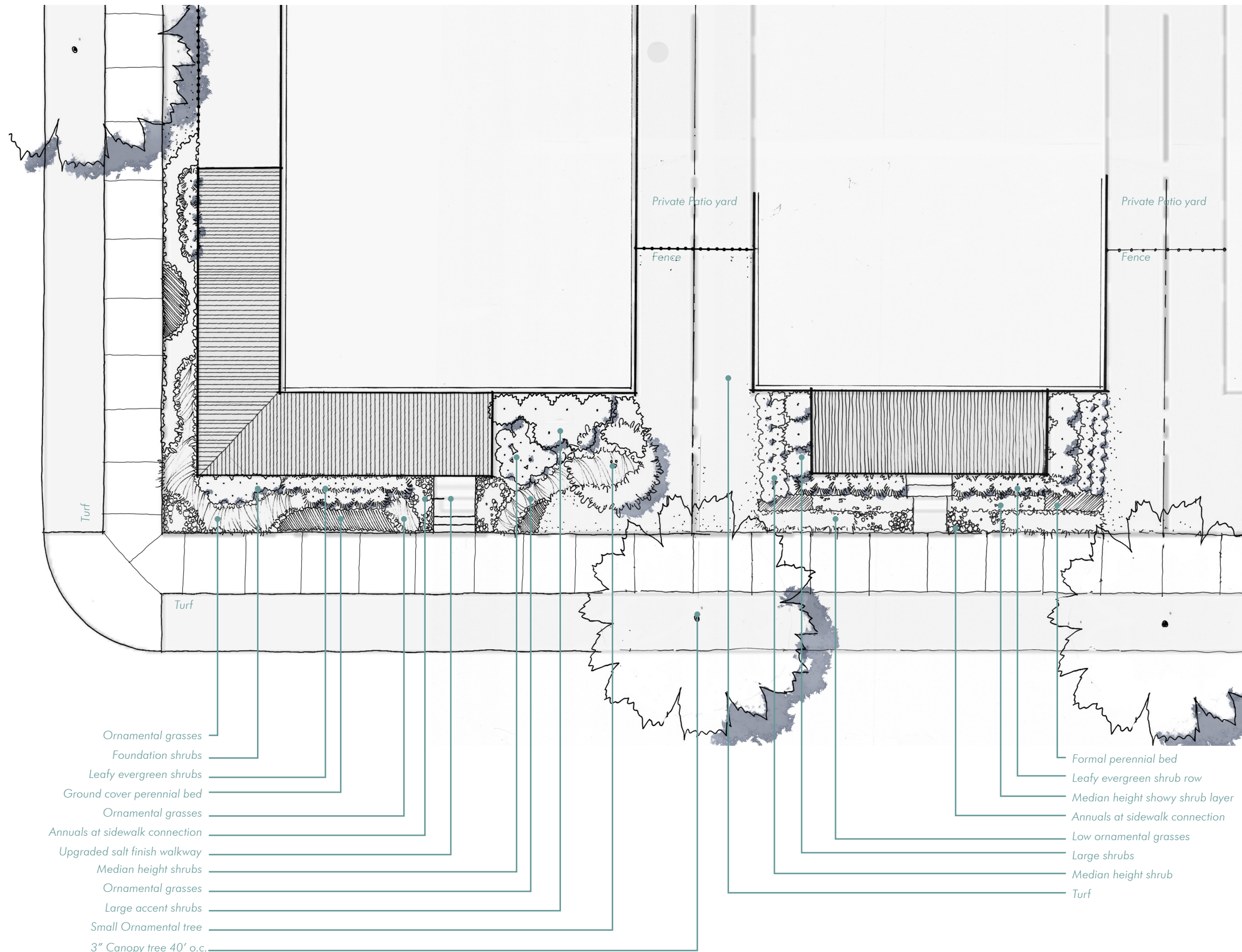
Formal Style

The Formal Style landscape is more streamlined and refined than the Natural Style, normally using a more symmetrical pattern in the landscape. The Formal Style has a manicured look that balances the architecture, mimicking the front facade portion of the architecture.

Key Characteristics

- ☐ Central axis walkway to door
- ☐ Symmetrically balanced planting bed
- ☐ Curvilinear beds are not encouraged
- ☐ Clipped or manicured shrub borders
- ☐ Equally spaced plants generally in a linear form





GARDEN LOT

- ☐ Gravel/granite can be used for small pathways or as an alternate to ground cover.
- ☐ Standard concrete walkway may be upgraded to rock salt finish.
- ☐ Porch paving may be upgraded to brick.
- ☐ Small understory tree or ornamental tree may be planted in addition to required trees.
- ☐ Not to scale, refer to final plat and zoning for setbacks.

Natural Style

The Natural Style blends the native plant palette and features free-form planting with soft edges. The meandering planting beds with ornamental grasses, annuals, perennials and shrubs soften the rigid lines of the house. This planting style mimics nature, uses diversified plant species, improves wildlife habitat, and reduces maintenance costs.

Key Characteristics

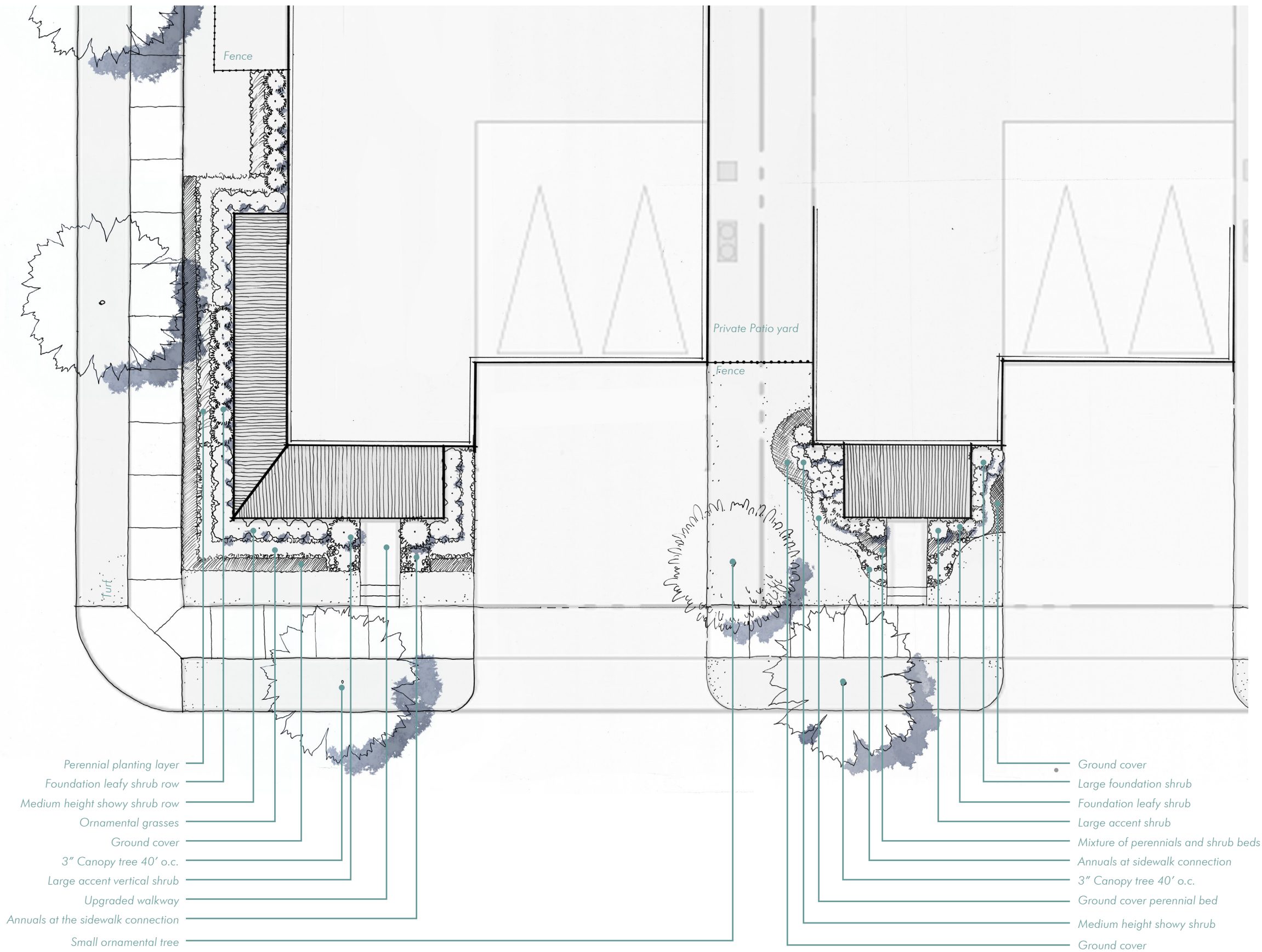
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LOT LANDSCAPE STANDARDS



This formal front yard landscape has good layering and contrast between the accent shrub and showy shrub



Shady plant palettes on the appropriate side of the home create a landscape that will thrive. Pathways that utilize pavers, bricks, gravel are an acceptable material change from concrete.



Natural planting style has a variety of plant species that makes the lot feel full and colorful.



Upright tall shrubs off vertical elements at the front of the home, marking the way to the front door for visitors.



The layered, formal approach to the landscape matches the character of the home.



Rows of ornamental grasses are used to create formal look and good privacy screen for patio users.



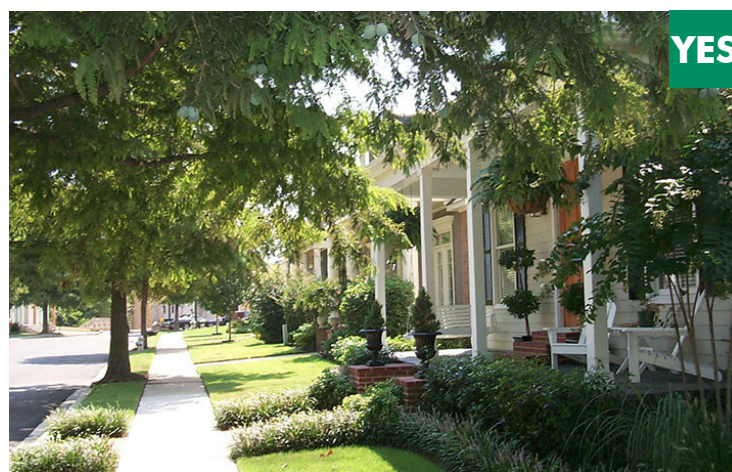
Rock and water features are acceptable use of landscape materials to provide variety to the beds. Multiple species and layered looks give a prominence to the entry of the home



Native Ornamental grasses in mass bring the airy and soft feel to the home., also offer privacy screen.



Use of ground cover to cover slope of elevated lawn.



Simple layered low shrub and grass row open up view for home owners to enjoy on the patio. Lower native grasses mark the walkway that's welcoming



Mulch beds were used to bring contrast to lawn and reduce maintenance. Accent trees stand out among the foundation shrubs.



Meandering planting beds mixed with perennials and shrubs softens the architectural edges and makes the home feels inviting.



Chinese Pistache



Allee Elm



Cedar Elm



Bald Cypress



Bur Oak



Chinquapin Oak



Crape Myrtle "White" Natchez



Red Oak



Vitex



Mexican plum



Possumhaw Holly



Russian Sage



Texas Sage



Soft leaf yucca

ACCEPTABLE LANDSCAPE SPECIES

Plant Selection

At Riverset, residents should plant with a palette consisting mainly of native and adaptive plants. “Native” refers to plants having existed within the North Texas region prior to the arrival of European settlers. Thanks to their long-term development and adaptation to the region, native plants have several advantages over introduced flora including winter hardiness, pest resistance, and low maintenance needs. Native plants also create valuable habitat and food sources for regional wildlife which support overall health and beauty of the surrounding streams, prairies and woodlands. Plants should be purchased full and lush, at a size to produce significant visual impact; minimum 3” caliper trees, 2” caliper ornamental trees and understory trees, 5 gal. shrubs, and 4” pots for ground covers. All plants should be full and thriving at the time of planting.

Landscaping Guidelines

The following is a native and adaptive plant guide for landscaping in Riverset. Native plants not identified in this list may be used with additional submission of material showing “native plant” status to be approved by ARC. Use of non-native or adaptive plants should be limited to species and varieties of plants that are non-invasive. Use of plant not listed needs to be approved by ARC.

Trees - Large Canopy

Acer grandidentatum	Maple, Bigtooth	Adapted
Acer saccharum 'Caddo'	Maple, Caddo	Adapted, Drought
Fraxinus americana	Ash, White	Native, Drought
Fraxinus texensis	Ash, Texas	Native, Drought
Gleditsia triacanthos 'inermis'	Honey Locust	Adapted, Drought
Magnolia grandiflora	Magnolia Southern	Adapted
Pistacia chinensis	Pistache, Chinese	Adapted
Platanus occidentalis	Sycamore, Mexican	Adapted
Quercus macrocarpa	Oak, Bur	Native, Drought
Quercus muehlenbergii	Oak, Chinquapin	Native, Drought
Quercus shumardii	Oak, Schumard Red	Native, Drought
Quercus virginiana	Oak, Live	
Taxodium distichum	Bald Cypress	Adapted
Ulmus americana	Elm, American	Native, Drought
Ulmus crassifolia	Elm, Cedar	Native, Drought
Ulmus parvifolia	Elm, Lacebark	
Ulmus parvifolia 'Elmer II'	Elm, Allee Lacebark	Adapted
Ulmus parvifolia 'Upmtfi'	Elm, Bosque Lacebark	Adapted
Ulmus parvifolia var. Allee	Elm, Allee	

Trees - Small Ornamental

Cercis Canadensis var 'texensis'	Texas Redbud	Native, Drought
Chliopsis lineais	Desert Willow	
Cotinus obovatus	American Smoketree	
Diospyros texana	Persimmon, Texas	Adapted, Drought
Ilex decidua	Holly, Possumhaw	Native, Drought
Ilex vomitoria	Holly, Yaupon	Native, Drought
Juniperus chinensis	Blue Point Juniper	
Koelreuteria paniculata	Golden Raintree	Adapted
Lagerstroemia indica	Crape Myrtle	Adapted, Drought
Magnolia grandiflora var. Little Gem	Little Gem Magnolia	
Magnolia stellata	Star Magnolia	
Prunus mexicana	Mexican Plum	Native, Drought
Rhus copallina	Shining Sumac	Adapted, Drought
Sophora affinis	Eve's Necklace	Adapted, Drought
Virburnum rufidulum	Rusty Blackhaw	Native, Drought
Vitex agnus-castus	Chaste Tree	Adapted, Drought

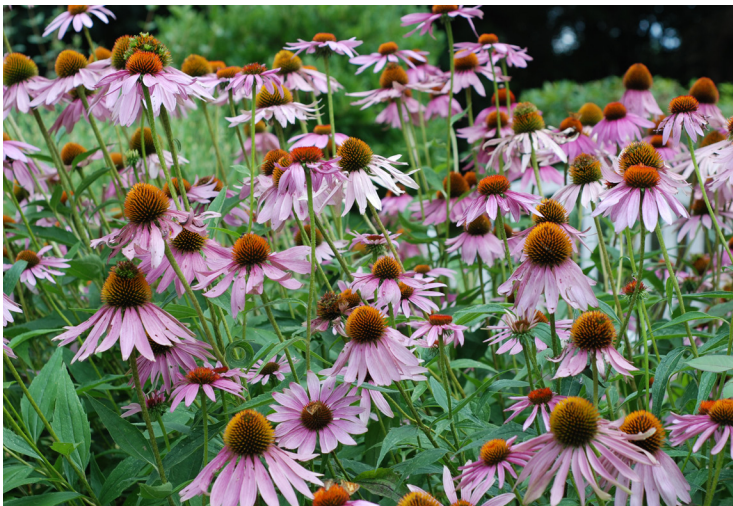
Trees & Shrubs - High Level Screening

Cupressocyparis leylandii	Leyland Cypress	Adapted
Ilex cornuta 'Burfordii'	Burford Holly	Adapted
Ilex cornuta 'Nellie R. Stevens'	Holly, Nellie R. Stevens	Adapted, Drought
Ilex x 'Mary Nell'	Mary Nell Holly	Adapted
Ilex x attenuata 'Foster'	Holly, Foster	Adapted
Juniperus virginiana	Eastern Red Cedar	Native, Drought
Ligustrum japonicum	Waxleaf Ligustrum	Adapted
Ligustrum lucidum	Glossy Ligustrum	Adapted
Magnolia grandiflora 'Little Gem'	Magnolia, 'Little Gem'	Adapted
Myrica cerifera	Wax Myrtle	Native, Drought
Photinia serrulata (not P. fraseri)	Chinese Photinia	Adapted
Pinus eldarica	Pine, Mondell/Eldarica	Adapted, Drought
Prunus caroliniana	Cherry Laurel	Adapted

COMMUNITY PLANT PALETTE



Texas Lantana



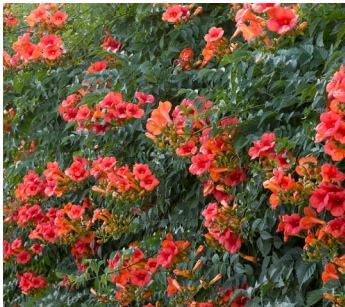
Purple Cone Flower



Red Yucca



Pink Skullcap



Trumpet Vine



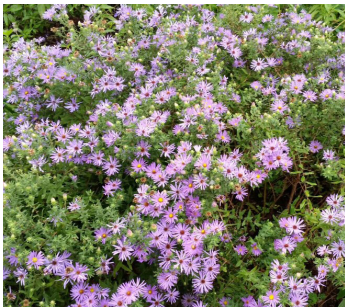
Turk's Cap



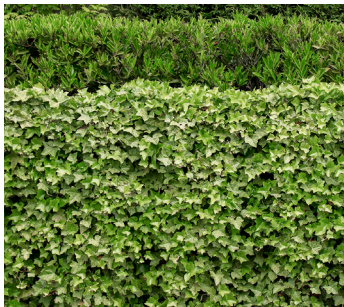
Thornless Prickly Pear Cactus



Color Guard Yucca



Fall Aster



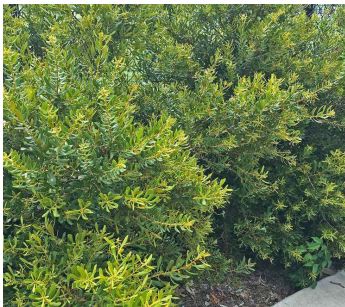
English Ivy



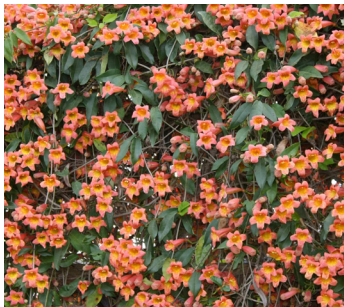
Maiden grass



Coral honey suckle



Dwarf wax myrtle



Cross Vine

Shrubs

Abelia var. Rose Creek	Rose Creek Abelia	
Agave spp.	Agave	
Berberis thunbergii 'Rose Glow'	Red Barberry 'Rose Glow'	Adapted, Drought
Callicarpa americana	American Beautyberry	Native, Drought
Cotoneaster glaucophyllus	Gray Cotoneaster	
Hesperaloe funifera	Giant Red, Yucca	
Hesperaloe parvifolia	Red, Yucca	Adapted, Drought
Hydrangea quercifolia	Oakleaf Hydrangea	
Leucophyllum spp.	Texas Sage	Adapted, Drought
Malvaviscus drummondii	Turk's Cap	
Miscanthus sinensis 'gracillimus'	'Morning Light' Miscanthus	Adapted, Drought
Optunia ellisiana	Spineless Prickly Pear	
Yucca spp.	Color Guard, Yucca	
Yucca recurvifolia	Soft-leaf, Yucca	Adapted, Drought

Ground Cover and Turf Grasses

Buchloe dactyloides	Buffalo Grass	Native, Drought
Cynodon dactylon	Bermuda Grass	Adapted, Drought
Euonymus fortunei	Wintercreeper	Adapted, Drought
Hedera helix	English Ivy	Adapted, Drought
Juniperus spp.	Trailing Juniper	Adapted, Drought
Liriope muscari (not L. spicata)	Liriope	Adapted, Drought
Ophiopogon japonica	Monkey/Mondo Grass	Adapted, Drought
Stenotaphrum secundatum	St. Augustine Grass	Adapted
Trachaelospermum asiaticum	Asian Jasmine	Adapted, Drought
Vinca minor (not V. major)	Vinca	Adapted, Drought

Vines for Screening Walls

Bignonia capreolata	Crossvine	Adapted, Drought
Campsis radicans	Trumpet Vine	Adapted
Lonicera sempervirens	Coral Honeysuckle	Adapted, Drought

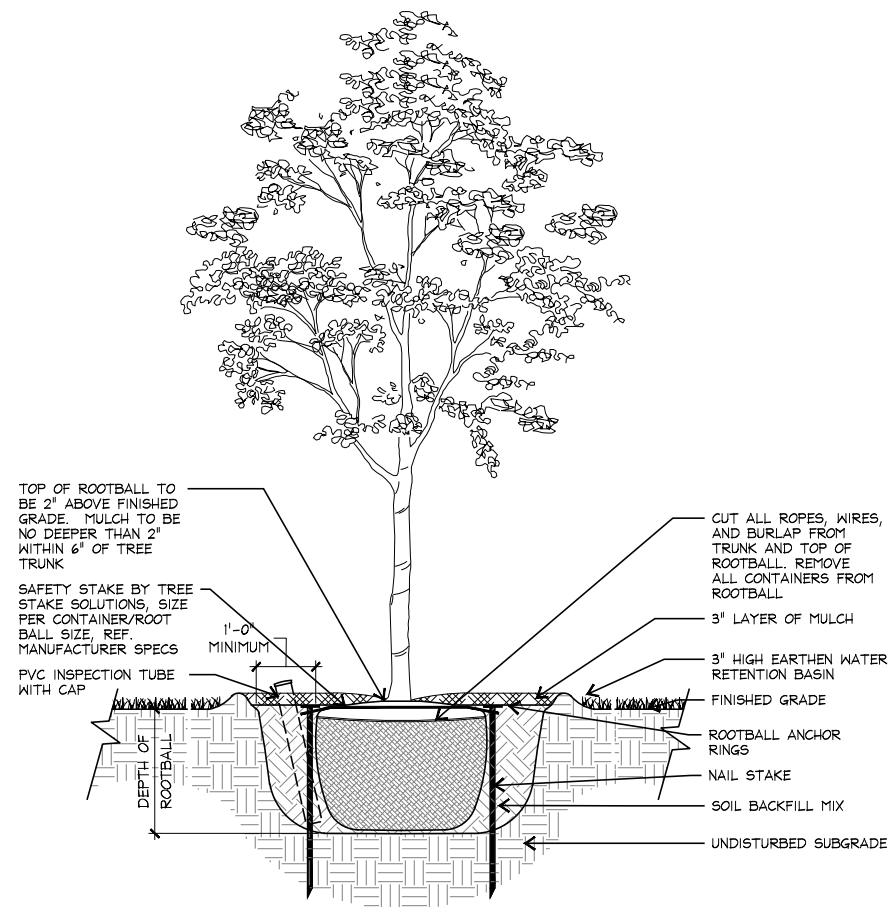
Perennials and Ornamental Grasses

Aster longifolia	Fall Aster	Native, Drought
Aster Oblongifolius	Fall Aster	
Calypocarpus vialis	Horse Herb	
Carex spp.	Red Rooster Sedge	
Chasmanthium latifolium	Inland Sea Oats	
Coreopsis lanceolata	Lanceleaf Coreopsis	
Echinacea purpurea	Purple Coneflower	Adapted, Drought
Eragrostis curvula	Weeping Lovegrass	
Eupatorium greegli	Greg's Mist Flower	
Guara lindheimeri	Pink Gaura	
Hibiscus coccinea	Texas Star Hibiscus	Adapted, Drought
Lantana horrida	Texas Lantana	
Malvaviscus drummondii	Turk's Cap	Adapted, Drought
Melampodium leucanthum	Blackfoot Daisy	Native, Drought
Miscanthus spp.	Maidengrass	Adapted, Drought
Muhlenbergia spp.	Gulf Coast Muhly	
Perovskia atriplicifolia	Russian Sage	
Rosmarinus officinalis var. Prostratus	Prostrate Rosemary	
Rudbeckia fulgida	Black-Eyed Susan	
Rudbeckia hirta	Blackeyed Susan	Native, Drought
Salvia greggii	Sage, Autumn	Adapted, Drought
Salvia penstemonoides	Sage, Big Red	Adapted, Drought
Santolina chamaecyparissus	Gray Santolina	
Scutellaria suffrutescens	Pink Skullcap	Adapted, Drought
Stachys byzantine	Lamb's Ear	
Stipa tenuissima	Mexican Feathergrass	
Thelypteris kunthii	Southern Wood Fern	

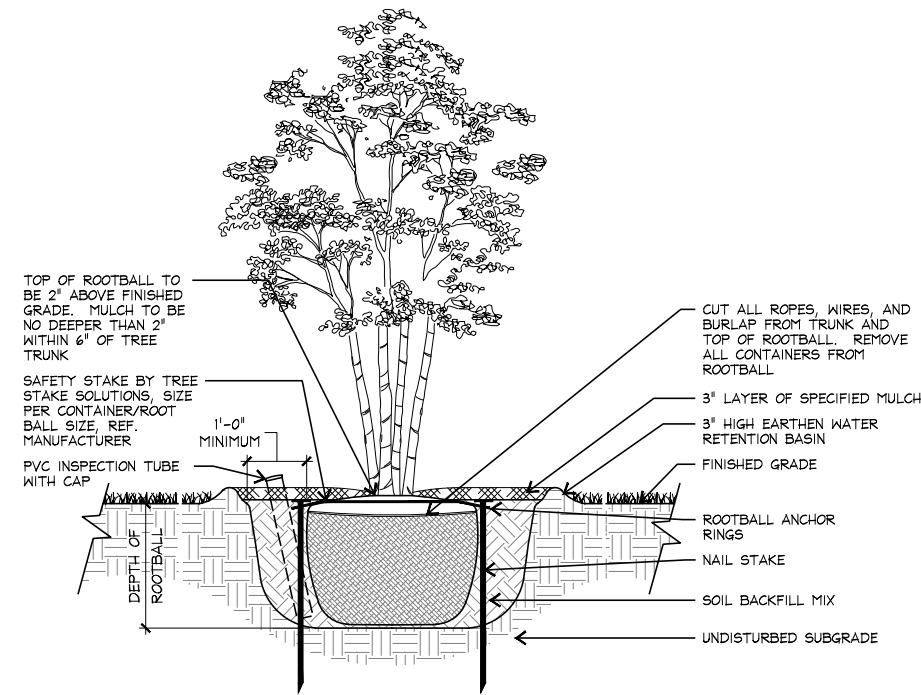
ACCEPTABLE PLANTING DETAILS

All planting shall be done in accordance to the City of Garland requirements and these documents.

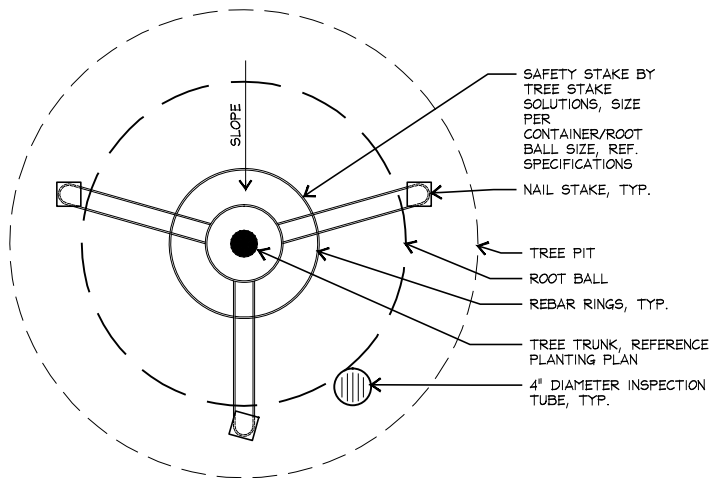
- All lawn areas will be sod, no seed applications are acceptable for lot landscaping.
- All landscape areas required to have a full, working irrigation system equipped with controller and rain/freeze sensor. Irrigation should be zoned appropriately for plant water requirements to ensure all plants thrive.



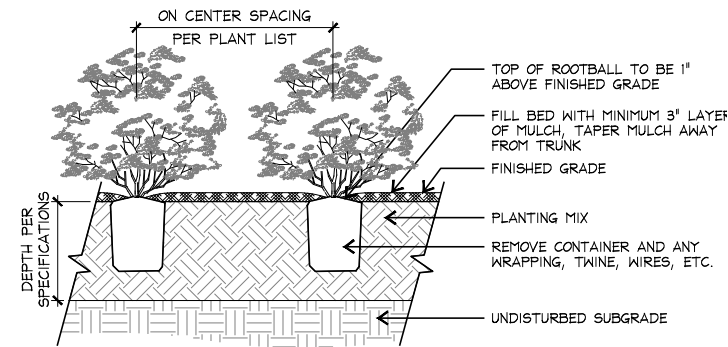
Canopy Tree Planting Detail



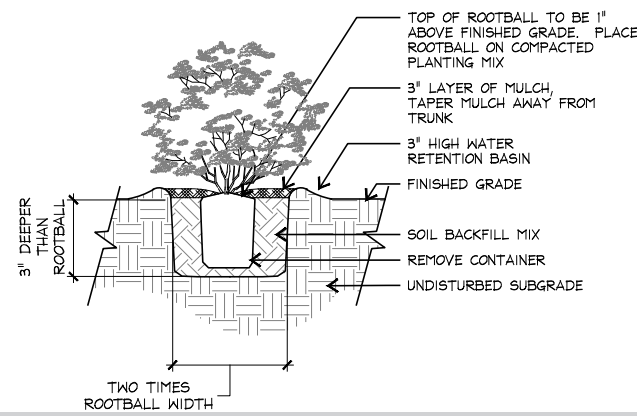
Ornamental Tree Planting Detail



Canopy Tree Staking Detail (Plan)



Shrub Bed Planting Detail



Shrub Bed Planting Detail



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

4.

Meeting Date: 12/14/2021

Item Title: West Kingsley Road Railroad Crossing Rehabilitation Agreement

Submitted By: Steve Oliver, Streets Director

Summary of Request/Problem

The railroad crossing on West Kingsley Road between National Drive and Industrial Lane was constructed as part of the W. Kingsley Road (Jupiter Road to South Garland Avenue) Paving and Drainage Improvements in 1964. The crossing and the roadway adjacent to the crossing has settled and deteriorated over time, making the travel surface rough at any reasonable speed. Before this railroad crossing can be improved, The Kansas City Southern Railway Company (KCS) must approve any work within their right-of-way. KCS is requiring that the railroad tracks, subgrade and crossing material be removed and replaced as a part of the overall improvements. Their contractor will make these improvements, followed by the City's contractor performing pavement improvements adjacent to the railroad tracks/crossing. This issue was presented to City Council at the December 6, 2021 Work Session.

Recommendation/Action Requested and Justification

Staff recommends that the City Council approve the attached resolution authorizing the City Manager to execute the attached agreement with KCS to rehabilitate the West Kingsley Road railroad crossing at the sole expense of the City of Garland.

Attachments

Resolution W. Kingsley RR Crossing
W. Kingsley Road Rehab Agreement

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT TO REHABILITATE THE WEST KINGSLEY ROAD CROSSING WITH THE KANSAS CITY SOUTHERN RAILWAY COMPANY; 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 an Agreement entitled Agreement for Crossing Rehabilitation West Kingsley Road with the Kansas City Southern Railway Company in the form and substance of that attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2

That pursuant to the terms and conditions of the Agreement, the City Manager is authorized to execute any ancillary documents, necessary to fulfill the obligations of the City under the Agreement.

Section 3

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

PASSED AND APPROVED this the _____ of _____, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

AGREEMENT FOR CROSSING REHABILITATION WEST KINGSLEY ROAD

This AGREEMENT is entered into this _____ day of _____, 2021 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation, called herein "KCS," to be addressed at 4601 Hilry Huckaby III Drive, Shreveport LA 71107, and the **CITY OF GARLAND, TEXAS**, called herein "City", to be addressed at 200 North Fifth Street., Garland, TX 75040 (KCS and the City being sometimes individually called a "Party" and sometimes together called the "Parties").

WHEREAS, there is an existing highway-rail at-grade crossing in Garland, Texas, where West Kingsley Road crosses KCS's line at railroad mile post 000.70 on the White Rock Industrial track on KCS's White Rock Subdivision, DOT # 021-604-M ("Crossing"); and

WHEREAS, the City wishes to reconstruct the Crossing as part of the West Kingsley Road improvements project; and

WHEREAS, KCS is agreeable to perform the work necessary to install new crossing surface panels to allow the City to make roadway improvements, but only subject to the terms and conditions of this Agreement.

NOW, THEREFORE, KCS and the City agree as follows:

1. The City, with the cooperation of KCS, will be responsible for obtaining all required governmental authorizations, including approval of the Texas Department of Transportation.
2. KCS shall provide the necessary materials and labor to rehabilitate the grade crossing surface from end of tie to end of tie at the Crossing as per Exhibit A (altogether, the "Project").
3. KCS's estimate of the costs required to perform the Project is attached hereto as Exhibit B. The City shall pay 100% of KCS's actual costs of the Project, including temporary asphalt road approaches, labor, equipment, materials, shipping and handling of the material, and standard additives. The Parties acknowledge that Exhibit B is only an estimate, and that the City shall be responsible for 100% of the actual cost of the labor, material and other expenses incurred by KCS for the Project, determined according to the methodology shown in Exhibit B, whether such actual cost is more or less than shown on Exhibit B.
4. KCS estimates the cost to perform the Project to be TWO HUNDRED FOURTEEN THOUSAND TWO HUNDRED AND FIFTY-SEVEN DOLLARS (\$214,257.00), as shown on Exhibit B. Prior to KCS performing any work on the Project, City will deposit with KCS TWO HUNDRED FOURTEEN THOUSAND TWO HUNDRED AND

FIFTY-SEVEN DOLLARS (\$214,257.00) to cover 100% of the estimated cost of the Project. KCS shall be under no obligation to provide any materials or perform any labor until the City's deposit has been received and has cleared KCS's bank. The City acknowledges that KCS has advised the City that procurement of crossing surfaces normally requires several months. Following completion of the Project, KCS shall determine its actual cost of the Project. If the actual cost exceeds the estimated amount stated above, KCS shall invoice the City the difference between the estimated amount and the actual cost and the City shall pay that additional invoice within 30 days after the date it is received. If the estimated amount exceeds the actual cost, KCS shall refund to the City the difference between the estimated amount and the actual cost within 30 days of KCS determining the actual cost.

5. The City shall design, construct and maintain the road and approaches for the Crossing, including grading and the installation of all structures and facilities necessary to maintain the existing drainage, including installation of drainage pipe to maintain adequate flow of ditch line. All approach surfaces shall be constructed and maintained of a material that will not wash off or clog the ditch line, and that will provide adequate traction over the entire right of way. The road, approaches and drainage facilities must be constructed in such a manner as to avoid any damage to the embankment, roadbed, signal systems and tracks. The approaches and road will, to the greatest extent possible, be built to the same width as the Crossing and level with the Crossing surface.

Approaches must be constructed and maintained flat to the cross level of the track for first ten feet (10') on each side from the centerline of track, and shall allow no more than three inches (3") of change in elevation within the next thirty feet (30') from the track on the west side of the Crossing and no more than three inches (3") of change in elevation within the next thirty feet (30') from the track on the east side of the Crossing. The City shall be solely responsible for determining whether to restrict low ground clearance vehicles from using the Crossing due to the slope on the east side of the Crossing being in excess of KCS standard, and shall, if the City determines to restrict access by such vehicles to the Crossing, shall post appropriate advance warning signs at the Crossing. Prior to any construction or maintenance, City shall (unless otherwise agreed in writing by KCS, in KCS's sole discretion) give five (5) days advance notice to KCS at 318-676-6269.

6. City shall be responsible for providing and paying for all traffic and pedestrian control (including but not limited to barriers and flagmen) and be responsible for any required notification of the public if necessary during the Project (including the required 60 hour full closure), all in accordance with the Manual on Uniform Traffic Control Devices and other applicable safety standards, including KCS's. Whenever City's contractor or its personnel or equipment are within twenty-five feet (25') of KCS's track, their activities shall be attended by a KCS-approved railroad flagger, hired and paid by the City or its contractor. The City's contractor and its personnel and equipment shall clear the KCS track when so instructed by the railroad flagger. City and its contractors performing any work within KCS's right of way shall carry appropriate insurance which is sufficient, in the City's reasonable opinion, to fully compensate for any injury to or

death of any person and for any damage to property occurring while City or its contractors are performing any work within KCS's right of way. City shall apply for a Right of Entry (ROE) (including payment of applicable costs) prior to the City performing any of its work within 25 feet of the nearest rail. Information and ROE application can be obtained by contacting:

Denise Case
Jones Lang LaSalle Americas, Inc.
(817) 230-2614 – Office
Denise.case@am.jll.com
4200 Buckingham Road | Suite 110
Fort Worth, TX 76155

7. Upon completion of the Project, the crossing surface shall thereafter be maintained by KCS throughout the useful life of the crossing surface.
8. All work will be done in accordance with the Manual on Uniform Traffic Control Devices.
9. KCS shall maintain reasonably detailed records of all work done under this Agreement and of all expenses incurred for which KCS seeks payment or reimbursement and shall promptly provide such records to the City upon request. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: 1) the substantiation and accuracy of any payment required to be made under this agreement; and 2) compliance with the provisions of this Agreement.
10. This Agreement may be terminated under the following conditions: (a) By mutual agreement and consent of both KCS and City; (b) By either Party, upon the failure of the other Party to fulfill its obligations under this Agreement; or (c) By satisfactory completion of all services and obligations described herein.
11. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.
12. It is understood and agreed that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.
13. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties, it being expressly

understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

14. 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. 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 WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly-authorized representatives effective the day and year first above written.

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

CITY OF GARLAND, TEXAS

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

5.

Meeting Date: 12/14/2021

Item Title: Miller Park Road Railroad Crossing Improvements

Submitted By: Steve Oliver, Streets Director

Summary of Request/Problem

The existing railroad spur line crossings on Miller Park Road north and south of Marquis Drive have deteriorated and need various improvements to provide a better travel surface at those locations. Representatives of Dallas, Garland & Northeastern Railroad, Inc. (DGNO) indicated these two existing spur lines are currently inactive and granted the City permission to remove the track materials at each crossing (after DGNO cuts the rails) and replace the crossing with reinforced concrete pavement. DGNO will allow this construction to occur in their right-of-way provided the City of Garland adopts a resolution acknowledging that DGNO has not abandoned its rights to the crossing and that DGNO can reinstall the crossing facilities at each crossing at a future date at its sole cost and expense, should it choose to do so.

Recommendation/Action Requested and Justification

Staff recommends approval of the attached resolution acknowledging DGNO's rights, title and interest to and upon the railroad spur line crossings on Miller Park Road north and south of Marquis Drive and granting permission to reinstall the crossing facilities at either location in the future at the request and sole cost of DGNO.

Attachments

Miller Park Road Railroad Crossings Resolution

RESOLUTION NO. _____

A RESOLUTION ACKNOWLEDGING THE DALLAS GARLAND NORTHEASTERN RAILROAD INCORPORATED'S CONTINUED RIGHTS, TITLE, AND INTEREST TO AND UPON THAT CERTAIN SPUR RAILROAD CROSSINGS ALONG WITH THE PUBLIC RIGHT-OF-WAY ON MILLER PARK ROAD NORTH AND SOUTH OF MARQUIS DRIVE, AND GRANTING PERMISSION TO REINSTALL CROSSING FACILITIES IN THE FUTURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garland desires to remove existing rails, track crossing material and the asphalt/concrete pavement located within the existing inactive railroad spur line crossings (DOT Crossing Inventory No. 415876R and a non-assigned DOT crossing located at GPS location 32.902653 -96.690675) ("Crossings") along the public right-of-way on Miller Park Road North and South of Marquis Drive and replace it with concrete reinforced pavement;

WHEREAS, The Dallas, Garland and Northeastern Railroad Company ("DGNO") has agreed to allow the City to enter upon and into its Crossing for the removal of the existing rails, track crossing materials and the asphalt/concrete pavement and provide concrete replacement construction at each location;

WHEREAS, DGNO's authorization is conditioned upon the City acknowledging that DGNO is not abandoning any of its rights, title, or interests in the Crossing and expressly agreeing to allow DGNO to reinstall the railroad crossing in the future as a spur if necessary for railroad service at the DGNO's expense;

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

Section 1

That the City Council hereby acknowledges that in exchange for allowing the City to enter into and upon the Crossing to remove the existing rail, track crossing materials and the asphalt/concrete pavement and replace it with reinforced concrete pavement, DGNO has not abandoned any of its rights, title, or interest in or to the Crossing, and further expressly agrees to allow DGNO to reinstall, at DGNO's request and sole cost and expense, a spur crossing in the future if necessary for railroad service.

Section 2

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

PASSED AND APPROVED this the ____ day of _____, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

6.

Meeting Date: 12/14/2021

Item Title: South Jupiter Road Railroad Crossing Agreement

Submitted By: Steve Oliver, Streets Director

Summary of Request/Problem

The railroad crossing on South Jupiter Road between Forest Lane and Miller Park Road was constructed in 1982 as part of the Jupiter Road (Forest Lane to Miller Road) Paving and Drainage Improvement Project. The double track crossing and the adjacent roadway approaches have settled and deteriorated over time, making the travel surface rough at any reasonable speed. Before this railroad crossing can be improved, the Dallas, Garland & Northeastern Railroad, Inc. (DGNO) must approve any work occurring within their right-of-way. DGNO is requiring that both sets of railroad tracks, subgrade and crossing material for this existing roadway crossing be removed and replaced as a part of the overall improvements. DGNO's contractor will make these improvements to both sets of railroad tracks at the City of Garland's expense, followed by the City's contractor performing pavement improvements adjacent to the railroad tracks/crossing. This agreement also provides approval for DGNO's contractor to perform temporary improvements adjacent to the existing double tracks to improve rideability to the traveling public until the permanent reconstruction work occurs. This issue was presented to City Council at the December 6, 2021 Work Session.

Recommendation/Action Requested and Justification

Staff recommends that the City Council approve the attached resolution authorizing the City Manager to execute the attached crossing cost reimbursement agreement with DGNO to rehabilitate the South Jupiter Road railroad crossing at the sole expense of the City of Garland.

Attachments

Jupiter Road Railroad Crossing Agreement Resolution

Jupiter Road Crossing Agreement

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT TO REHABILITATE THE SOUTH JUPITER ROAD CROSSING WITH THE DALLAS, GARLAND & NORTHEASTERN RAILROAD, INC.; 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 an Agreement entitled Crossing Cost Reimbursement Agreement with Dallas, Garland & Northeastern Railroad, Inc., in the form and substance of that attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2

That pursuant to the terms and conditions of the Agreement, the City Manager is authorized to execute any ancillary documents, necessary to fulfill the obligations of the City under the Agreement.

Section 3

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

PASSED AND APPROVED this the _____ of _____, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Crossing Cost Reimbursement Agreement

This agreement (the “Agreement”) dated as of November 15, 2021 (the “Effective Date”) is between Dallas, Garland & Northeastern Railroad, Inc. (“Railroad”) with an address of 13901 Sutton Park Drive South, Suite 270, Jacksonville, Florida 32224 and the City of Garland, Texas (the “City”) with an address of 200 North Fifth Street, Garland, TX 75040.

WHEREAS, the parties have either already agreed or will endeavor to agree on the design for improvements to the 2 tracks at the crossing (“Permitted Improvements”), located on Jupiter Road, DOT# 415249S at MP 753.69 (the “Crossing”), the cost of which is estimated to be \$237,240.00 (the “Expenses”); and

WHEREAS, this Agreement governs the City’s reimbursement of the Expenses to be incurred by Railroad.

NOW THEREFORE, in view of the foregoing statements, which form the factual basis of this Agreement and are a material part of this Agreement, and in further view of other good and valuable consideration, the parties agree as follows:

1. Permitted Improvements and Reimbursement.

(a) Railroad agrees to perform work at the Crossing in order to implement the Permitted Improvements (the “Work”), as shown on the design and/or plan attached hereto as Exhibit A and made a part hereof. The Work to be scheduled and coordinated between the parties to minimize any disruption in the use of the Crossing by the City. Any modifications to the Work will be documented and approved, in writing, by both Railroad and City.

(b) Railroad will act as the project manager throughout the duration of the Work, which includes the procurement of materials and engagement of labor necessary to complete the Work.

(c) All construction or replacement of track shall be compliant with applicable federal and state regulations for the construction of railroad / highway crossings and using engineering standards as issued by AREMA.

(d) Prior to starting the Work, City shall furnish Railroad with any other necessary construction drawings and the Work will conform to such drawings. In the event of any conflict between the drawings and the standards referenced in the foregoing subsection (c), Railroad will notify the City and the parties will agree upon any deviation from the drawings reasonably required to comply with such standards.

(e) The City agrees to reimburse Railroad for the Expenses in accordance with the estimate attached hereto as Exhibit B and made a part hereof and the invoicing process described herein. Invoices will be sent to City of Garland, Street Department, Attention: Timothy M. Tumulty, P.E., 1775 Gasoline Alley, Garland, TX 75040.

(f) The completion date for the Work is 9 months from the date of final execution of this Agreement, estimated to be on or prior to January 1, 2022, with completion of the Work scheduled to be on / or before October 1, 2022. The Work is to be completed in conjunction with other City construction projects which may delay Railroad construction. Any delays in construction will be fully documented via email between Railroad and City and Railroad shall have no liability for any such delays.

2. Term.

This Agreement shall be effective from the Effective Date through October 31, 2022; however, Railroad's obligation to invoice as set forth in Section 3 and the City's obligation to make payment, as set forth in Section 1, shall survive the expiration or termination of this Agreement.

3. Invoicing for Reimbursement of Expenses.

(a) Railroad will invoice the City for the Expenses based on actual costs (including overhead) with documentation to substantiate such costs.

(b) All payments due Railroad from the City will be paid by the City within thirty (30) days after receipt of an invoice and documentation from Railroad.

4. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and replaces all prior negotiations, discussions, representations, warranties, offers, promises and agreements with respect to such subject matter.

(b) This Agreement has been executed by the authorized officials of the parties and may not be amended unless in writing and signed by the authorized officials of the parties.

(c) This Agreement is the result of the mutual negotiations of the parties and shall not be construed against either of them as the drafter.

(d) This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld.

(e) Any waiver of any provision must be in writing and issued by the party granting the waiver. The waiver applies only for the specific facts contained in the waiver and shall not be construed as a waiver of such facts for the future.

(f) No party shall be liable to the other party for any consequential, indirect, incidental, exemplary, special or punitive damages (including but not limited to, cost of capital, decline in market value, business interruption expenses, attorneys' fees and lost sales) of any kind arising out of this Agreement regardless of whether the party against whom such

damages might be otherwise sought knew or reasonably should have known of the possibility of such damages.

(g) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via electronically and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties have caused duly authorized representatives to execute this Agreement as of the date first written above.

Dallas, Garland & Northeastern Railroad, Inc.

By: _____

James Irvin
President
13901 Sutton Park Drive South
Suite 270
Jacksonville, Florida 32224

Date: _____

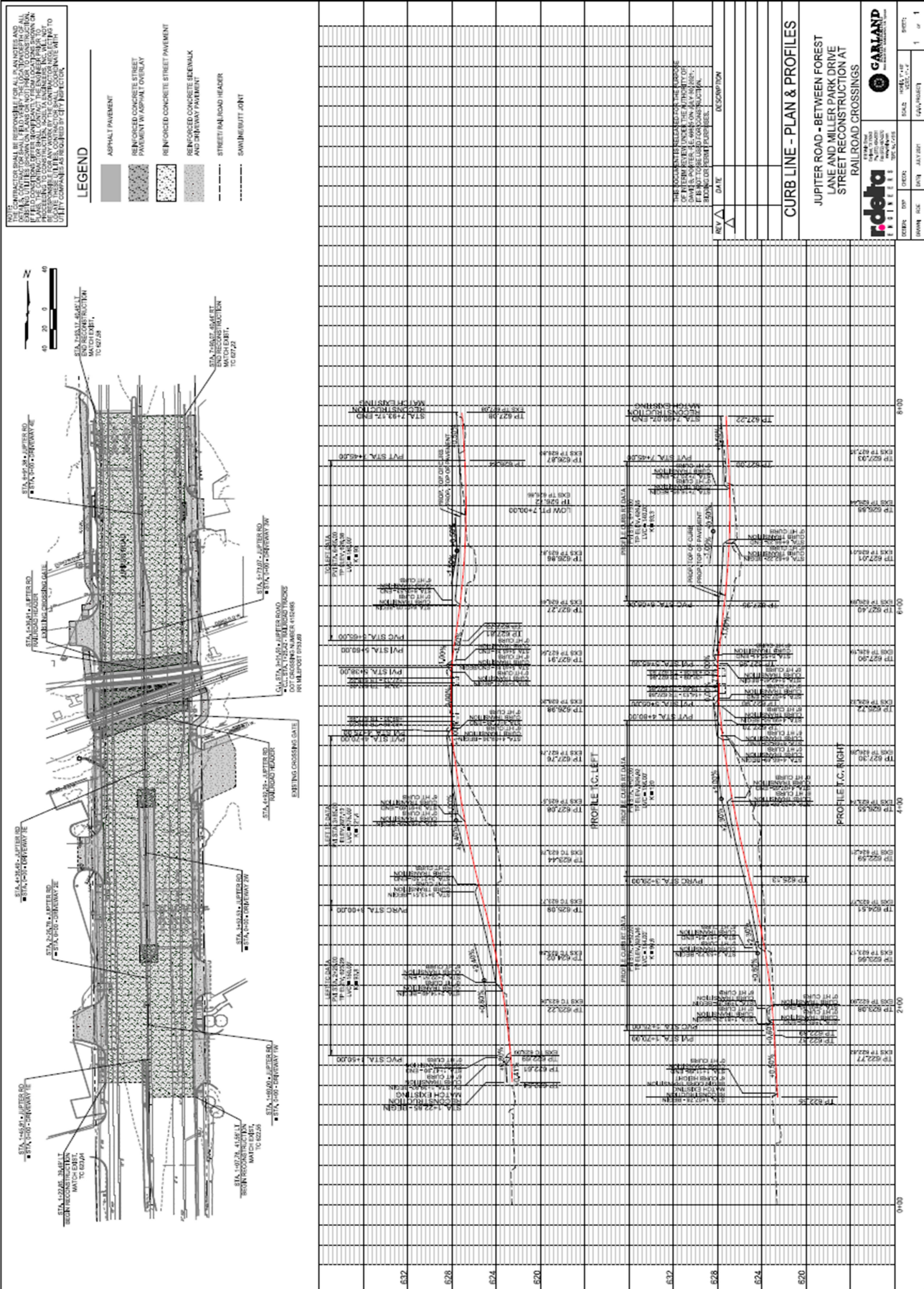
City of Garland

By: _____

Mr. Bryan L. Bradford
City Manager
City of Garland
William E. Dollar Municipal Building
200 N. 5th Street
Garland, Texas 75040

Date: _____

EXHIBIT "A"
SCOPE OF WORK



The Railroad agrees to address the current need of milling the crossing through use of a contractor. During milling operation, City will coordinate and provide traffic control at City's expense.

During Railroad construction, that is currently scheduled in Feb and/or March 2022, the Railroad will partner with the City for the rehabilitation of the (2) tracks at the crossing as follows:

- a) Railroad will be responsible for all labor and equipment, and costs associated, for the removal and installation of the crossings. Labor will include any tie-ins to the crossings after installation of track panels.
- b) City agrees to facilitate any detour necessary to complete this project and scope of work at their expense.

Railroad Responsibility:

- 1) Mill current approaches and fill back in with our contractor, prior to approval and scheduling of crossing rehabilitation.
- 2) When approved and scheduled by the City, Railroad will provide labor and equipment to remove, build and install approximately 200 track feet of road crossing (100 ft per track – 2 track).
- 3) Railroad will clean-up and dispose of all material necessary for installation and removal.

City of Garland Responsibility:

- 1) City to provide flagging protection for milling operation
- 2) City to compensate Railroad for actual costs of purchase of material for rehabilitation, as provided estimate.

Material will include the following:

- a) 480 lf of 115 lb rail
- b) 200 – 10 ft switch ties
- c) 500 pandrol plates
- d) 1000 pandrol clips
- e) 1800 pandrol screw spikes
- f) 200 track feet of concrete crossing material
- g) 4 – 115 lb field welds
- h) 4 rh 115 lb to 90.20 transition rails -rh
- i) 4 lh 115 lb to 90.20 transition rails – lh

- 3) City will provide asphalt and labor for final paving of crossing approaches
- 4) City will provide detour plan and traffic control associated with the project
- 5) City will work with Railroad to assist with maximum installation of crossings, which will involve lane closures for installation and welding of track panels – to be scheduled/coordinated prior to rehabilitation work

EXHIBIT "B" EXPENSES

DGNO

Dallas, Garland & Northeastern Railroad, Inc.

Dot#: 415249S

Southern Region

Railroad

DGNO

MP#: 753.69

State

TEXAS

Crossing/Project Name: Garland, TX - Jupiter Road - 2 Crossings

Signal / Crossing Warning System**\$0.00**

*Includes Installation & Materials

*Does not include sales tax, freight, and misc handling fees

Crossing Surface/Resurface**\$224,090.00**

*Includes Installation & Materials

*Does not include sales tax, freight, and misc handling fees

Engineering & Signal Project Management**\$2,400.00**

Labor for Project Management

Flagging Services**\$0.00**

Estimates for Traffic Flagging and Railroad Flagging Services when required

A/C Power Service Upgrade**\$0.00**

All power service fees for the installation of a new power service

Legal, Administrative, Accounting Management**\$2,400.00****Estimated Taxes & Handling Fees****\$8,350.00****Total Cost Estimate****\$237,240.00**

Date: 9/26/2021

Responsible Party

City of Garland, TX

100% reimbursable

Note: Estimate prepared based upon current site conditions, anticipated work duration, material prices, current labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost of work may vary or differ based upon the agency's requirements, the contractors' work procedures and/or other conditions as construction commences and during the progress of project. If any extended time lapses, from the date of this estimate, the railroad will reserve the right to update the estimate to current prices and costs as needed, and require the agency's approval before any work by the railroad continues.

Contractor Estimate as of 9/1/2021.

From: [Alvin Chandler](#)
To: [Donald Spainhower](#); [David trak-time.com](#)
Subject: RE: Jupiter street
Date: Wednesday, September 1, 2021 8:51:47 AM

Don

We can mill the asphalt approaches for both crossings at Jupiter Rd for \$10,750- . We have been in contact with the City of Garland and they have agreed to support us with traffic control for this project at no charge, the bid price is based on that support. The bid also includes us providing a flagman.

Please let us know as soon as possible and we will get it scheduled.

Thanks for the opportunity



Alvin E. Chandler, COO
214-435-0205 Cell
214-771-0400 Office
214-771-0412 Fax
Alvin@Trak-Time.com



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

7.

Meeting Date: 12/14/2021

Item Title: West Miller Road Railroad Crossing Cost Reimbursement Agreement

Submitted By: Steve Oliver, Streets Director

Summary of Request/Problem

The railroad crossing on West Miller Road between Sherwin Street and South Shiloh Road was constructed in 1981 as part of the Miller Road (Shiloh Road to Jupiter Road) Paving and Drainage Improvement Project. The crossing and the adjacent roadway approaches have settled and deteriorated over time, making the travel surface rough at any reasonable speed. Before this railroad crossing can be improved, the Dallas, Garland & Northeastern Railroad, Inc. (DGNO) must approve any work occurring within their right-of-way. DGNO is requiring that the railroad tracks, subgrade and crossing material for this existing roadway crossing be removed and replaced as a part of the overall improvements. DGNO's contractor will make these improvements to the track at the City of Garland's expense, followed by the City's contractor performing pavement improvements adjacent to the railroad tracks/crossing. This issue was presented to City Council at the December 6, 2021 Work Session.

Recommendation/Action Requested and Justification

Staff recommends that the City Council approve the attached resolution authorizing the City Manager to execute the attached crossing cost reimbursement agreement with DGNO to rehabilitate the West Miller Road railroad crossing at the sole expense of the City of Garland.

Attachments

W. Miller Road Railroad Resolution

W. Miller Road Crossing Agreement

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT TO REHABILITATE THE WEST MILLER ROAD CROSSING WITH THE DALLAS, GARLAND & NORTHEASTERN RAILROAD, INC.; 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 an Agreement entitled Crossing Cost Reimbursement Agreement with Dallas, Garland & Northeastern Railroad, Inc., in the form and substance of that attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2

That pursuant to the terms and conditions of the Agreement, the City Manager is authorized to execute any ancillary documents, necessary to fulfill the obligations of the City under the Agreement.

Section 3

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

PASSED AND APPROVED this the _____ of _____, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Crossing Cost Reimbursement Agreement

This agreement (the “Agreement”) dated as of November 1, 2021 (the “Effective Date”) is between Dallas, Garland & Northeastern Railroad, Inc. (“Railroad”) with an address of 13901 Sutton Park Drive South, Suite 270, Jacksonville, Florida 32224 and the City of Garland, Texas (the “City”) with an address of 200 North Fifth Street, Garland, TX 75040.

WHEREAS, the parties have either already agreed or will endeavor to agree on the design for improvements to the crossing (“Permitted Improvements”), located on the W. Miller Road, DOT# 415245P at MP 753.40 (the “Crossing”), the cost of which is estimated to be \$146,743.00 (the “Expenses”); and

WHEREAS, this Agreement governs the City’s reimbursement of the Expenses to be incurred by Railroad.

NOW THEREFORE, in view of the foregoing statements, which form the factual basis of this Agreement and are a material part of this Agreement, and in further view of other good and valuable consideration, the parties agree as follows:

1. Permitted Improvements and Reimbursement.

(a) Railroad agrees to perform work at the Crossing in order to implement the Permitted Improvements (the “Work”), as shown on the design and/or plan attached hereto as Exhibit A and made a part hereof. The Work to be scheduled and coordinated between the parties to minimize any disruption in the use of the Crossing by the City. Any modifications to the Work will be documented and approved, in writing, by both Railroad and City.

(b) Railroad will act as the project manager throughout the duration of the Work, which includes the procurement of materials and engagement of labor necessary to complete the Work.

(c) All construction or replacement of track shall be compliant with applicable federal and state regulations for the construction of railroad / highway crossings and using engineering standards as issued by AREMA.

(d) Prior to starting the Work, City shall furnish Railroad with any other necessary construction drawings and the Work will conform to such drawings. In the event of any conflict between the drawings and the standards referenced in the foregoing subsection (c), Railroad will notify the City and the parties will agree upon any deviation from the drawings reasonably required to comply with such standards.

(e) The City agrees to reimburse Railroad for the Expenses in accordance with the estimate attached hereto as Exhibit B and made a part hereof and the invoicing process described herein. Invoices will be sent to City of Garland, Street Department, Attention: Timothy M. Tumulty, P.E., 1775 Gasoline Alley, Garland, TX 75040.

(f) The completion date for the Work is 6 months from the date of final execution of this Agreement, estimated to be on or prior to January 1, 2022, with completion of the Work scheduled to be on / or before July 1, 2022. The Work is to be completed in conjunction with other City construction projects which may delay Railroad construction. Any delays in construction will be fully documented via email between Railroad and City and Railroad shall have no liability for any such delays.

2. Term.

This Agreement shall be effective from the Effective Date through July 2022; however, Railroad's obligation to invoice as set forth in Section 3 and the City's obligation to make payment, as set forth in Section 1, shall survive the expiration or termination of this Agreement.

3. Invoicing for Reimbursement of Expenses.

(a) Railroad will invoice the City for the Expenses based on actual costs (including overhead) with documentation to substantiate such costs.

(b) All payments due Railroad from the City will be paid by the City within thirty (30) days after receipt of an invoice and documentation from Railroad.

4. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and replaces all prior negotiations, discussions, representations, warranties, offers, promises and agreements with respect to such subject matter.

(b) This Agreement has been executed by the authorized officials of the parties and may not be amended unless in writing and signed by the authorized officials of the parties.

(c) This Agreement is the result of the mutual negotiations of the parties and shall not be construed against either of them as the drafter.

(d) This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld.

(e) Any waiver of any provision must be in writing and issued by the party granting the waiver. The waiver applies only for the specific facts contained in the waiver and shall not be construed as a waiver of such facts for the future.

(f) No party shall be liable to the other party for any consequential, indirect, incidental, exemplary, special or punitive damages (including but not limited to, cost of capital, decline in market value, business interruption expenses, attorneys' fees and lost sales) of any kind arising out of this Agreement regardless of whether the party against whom such

damages might be otherwise sought knew or reasonably should have known of the possibility of such damages.

(g) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via electronically and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties have caused duly authorized representatives to execute this Agreement as of the date first written above.

Dallas, Garland & Northeastern Railroad, Inc.

By: _____

James Irvin
President
13901 Sutton Park Drive South
Suite 270
Jacksonville, Florida 32224

Date: _____

City of Garland

By: _____

Mr. Bryan L. Bradford
City Manager
City of Garland
William E. Dollar Municipal Building
200 N. 5th Street
Garland, Texas 75040

Date: _____

EXHIBIT "B" EXPENSES

Dallas, Garland, Northeastern RR

SOUTHERN REGION ENGINEERING ESTIMATE

Dot#: 415245P	Sprecher Lead MP 753.40	Railroad Project#: 21DGNO (TBD)
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Crossing Surface Labor & Materials	\$133,764.50
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DGNO Project Management & Labor	\$3,000.00
---------------------------------	------------

On-site, EIC labor, Flagging, Estimates, Construction Planning

Legal, Administrative, Accounting Management	\$2,500.00
--	------------

Drawings, Design, Lay-out, Engineered Circuit Design, Accounting, Legal, Administrative

Estimated Taxes & Handling Fees	\$7,478.50
---------------------------------	------------

Total Project Cost Estimate	\$146,743.00
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Date: 7/1/2021

*City to Handle Detour in Conjunction with City Project

RR Responsible Party

Don Spainhower / Darius Williams / Dale Hanshew

Note: Estimate was prepared based upon current site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known to railroad as of the date prepared. The actual cost of railroad work may vary, or differ, based upon the Agency's requirements, their contractors' work procedures and/or other conditions that become apparent once construction commences and during the progression of work. If extended time lapses from the date of this estimate, the railroad reserves the right to update this estimate to current prices and costs, as needed. The Agency shall approve any such price/cost adjustments before any work by the railroad will commence or continue.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

8.

Meeting Date: 12/14/2021

Item Title: Park Land Acquisition Policy Adoption

Submitted By: Andy Hesser, Managing Director

Summary of Request/Problem

At the November 15, 2021 Work Session, staff presented recommendations for a park land acquisition policy, which seeks to provide guidance and best practices to the City Council and City staff towards strategic and equitable investment of public park land. Additionally, recommendations were provided to incorporate Pocket Parks within the park classification hierarchy found within the 2019 Parks, Recreation, and Cultural Arts Strategic Master Plan.

At that time, the City Council expressed support for the draft policy, and staff is returning to request consideration of adoption of the policy as an amendment to the Strategic Master Plan.

Recommendation/Action Requested and Justification

Council is requested to approve a resolution authorizing an amendment to the 2019 Parks, Recreation, and Cultural Arts Strategic Master Plan to include the Park Land Acquisition Policy as presented.

Attachments

Resolution

Policy

RESOLUTION NO. Draft

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS, ADOPTING AN AMENDMENT TO THE 2019 OUR GARLAND PARKS, RECREATION, AND CULTURAL ARTS STRATEGIC MASTER PLAN ("PLAN"); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Garland recognizes the need to draft a park land acquisition policy ("Policy"), a copy of which is attached hereto as Exhibit "A" ("Plan amendment"), that seeks to provide guidance and best practices to the City Council and City staff towards strategic and equitable investment of public park land; and

WHEREAS, the City of Garland desires to incorporate and define Pocket Parks as a subcategory of "Specialized Space - Specialty Use" parks as described within the Plan; and

WHEREAS, five initial areas to acquire land have been identified and outlined in the Policy; and

WHEREAS, the City Council has been briefed by the City Manager and staff, has determined the Plan amendment is beneficial and reasonable, and now desires to adopt the amendment.

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

Section 1

That the City Council of the City of Garland, Texas, hereby officially adopts the Park Land Acquisition Policy as an amendment to the 2019 Our Garland Parks, Recreation, and Cultural Arts Strategic Master Plan, a copy of which is hereto attached as Exhibit "A" and incorporated herein for all purposes for park land acquisition.

Section 2

That adoption of the Policy shall not commit the City to specific funding obligations or implementation strategies but shall provide guidance to the City Council for future consideration of park land acquisition to enhance parks, recreation, and cultural arts services for its citizens.

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 _____, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



Policy Report

PARK LAND ACQUISITION

STRATEGIC FOCUS AREAS

- Growing Economic Base
- Commercially Thriving Downtown
- Well-Maintained City Infrastructure
- Enhanced Quality of Life through Amenities, Arts, and Events
- Safe Community
- Vibrant Neighborhoods and Commercial Centers
- Reliable, Cost Efficient Utility Services
- Customer-Focused City Services
- Sound Governance and Finances
- Future-Focused City Organization

ISSUE

The City of Garland desires to codify a park land acquisition policy that seeks to provide guidance and best practices to the City Council and City staff towards strategic and equitable investment of public park land.

In addition, pocket parks are being explored as an additional category or subcategory within the current park classifications found in the Strategic Master Plan. If desired to be incorporated as a clearly defined classification into the Strategic Master Plan, an amendment may be brought forward for formal consideration by the City Council for adding Pocket Parks and including accompanying definitions and recommendations for typical improvements.

OPTIONS

This report is intended to provide a preliminary draft towards a Policy Report for consideration by the Garland City Council at a future date to be determined by the Community Services Committee.

BACKGROUND

The City of Garland completed the 2020 Strategic Plan for Parks, Recreation and Cultural Arts, which provides recommendations for parks and recreation services in the City. The Plan includes guidance for park land acquisition strategies that seek to address deficiencies in levels of services as illustrated in the Strategic Priority Investment Areas map (Figure 5.19). Public input that was conducted throughout the development of the Plan indicates a strong desire for more park land and new parks, particularly in underserved areas. Park needs may be met in many of the underserved areas through existing parks, but where parks do not currently exist, park land acquisition will be

necessary. New parks will be needed in some growing areas in order to provide a level of service comparable to the rest of Garland in terms of access to facilities and proximity to accessible open space. Land for new parks should be set aside during and as part of the development process, and park land dedication should be prioritized during redevelopment efforts. Parks and open space must be considered vital infrastructure for redevelopment projects and initiatives to best accomplish this goal.

Developing and formalizing a park land acquisition policy will establish a basis towards improving equitable access to public parks for Garland residents. In order to meet national standards of providing 13.5 acres of park land per 1,000 population, the Plan recommends that the City increases its land holdings by approximately 900 acres. This goal can be accomplished through the approaches to park land acquisition as is further described below. The Community Services Committee has requested that City staff provide information to advance the discussion towards a comprehensive park land acquisition policy. The subject areas that will be discussed during this meeting include but are not limited to the following:

1. Develop a checklist to guide the park land acquisition policy
2. Establish a toolbox for resources to assist with park land acquisition
3. Identify the first five areas of greatest need of new park land within Garland
4. Define pocket parks and establish standards for size and provisions of amenities

RECOMMENDATION

Staff recommends the following for consideration by the Community Services Committee:

Park land acquisition checklist:

- Real Property considerations:
 - Underserved areas (equity, access, priority investment zones)
 - Contiguous land to existing parks
 - Connectivity; vehicular and pedestrian (ease of access)
 - Floodplain
 - Proximity to residential properties
- Development costs:
 - Park amenities
 - Site utilities
 - Visibility; safety; CPTED
 - Parking
 - Access
- Legal constraints
 - Existing property entitlements or easements
 - Easement acquisition
 - ROW access
 - Railroad permitting

Park land Acquisition Toolbox (resources available to acquire park land):

- Economic Development

- Planning and Zoning
- Garland Tax Assessor and City Surveyor
- Office of Neighborhood Vitality
- Field research
- Tax liens
- Land donation
- Land dedication
- Long-term leases
- Fee simple
- Partnerships with public and private agencies

First five areas of greatest need (see attachment):

1. Area 1 (District 5 between NW Hwy and Kingsley & Centerville and Shiloh)
2. Area 2 (District 6 between Forest and Walnut & Plano and Jupiter)
3. Area 3 (District 8 between Miller and Forest & Saturn and Shiloh)
4. Area 4 (District 6 between Walnut and Buckingham & City limits and Jupiter)
5. Area 5 (District 5 between Kingsley and Miller & Saturn and Shiloh)

Pocket Parks

Staff recommends that Pocket Parks may be classified under the subcategory of “Specialized Space - Specialty Use” parks, which are specialized for single purpose recreational activities that meet the special needs of its intended use.

Pocket Parks are loosely defined as small, outdoor spaces between ¼ and 1 acre in size most often located in an urban area surrounded by commercial buildings or houses on small lots with few places for people to gather, relax, or to enjoy the outdoors. They are generally recognized as public park spaces that are built with the intention of providing benefits of a public park to the community within the park’s immediate vicinity. The intention of pocket parks is to fill in gaps of park space within a neighborhood and to provide communal gathering space to which people can bike and walk.

Due to the limited size of pocket parks, the provision of amenities should be based upon the needs and desires of the surrounding neighborhoods. Typical facilities may include paved areas with seating and shade, interpretive and wayfinding signage, public art, landscape enhancements, and other points of interest that facilitate expression of the community’s identity and provides temporary respite within a neighborhood where households have limited yard space and limited access to public open space.

CONSIDERATION

Staff requests the Community Services Committee to consider the recommendations outlined above for the potential creation of a park land acquisition policy. Any feedback and potential modifications made to this report during this meeting will be incorporated into an updated report to be presented to the City Council in a future meeting for formal consideration.

ATTACHMENT(S)

- GIS Map exhibit
- Figure 5.19 – Strategic Priority Investment Areas
- Pocket Park Example Photos

Submitted By:



Ziad Kharrat
Parks Special Projects Administrator

Approved By:



Andy Hesser (Oct 14, 2021 13:34 CDT)

Andy Hesser
Managing Director

Date: 10/14/2021

Date: 10/14/2021

References for Pocket Parks:

National Recreation and Parks Association (NRPA) Issue Brief. Creating Mini-Parks for Increased Physical Activity.

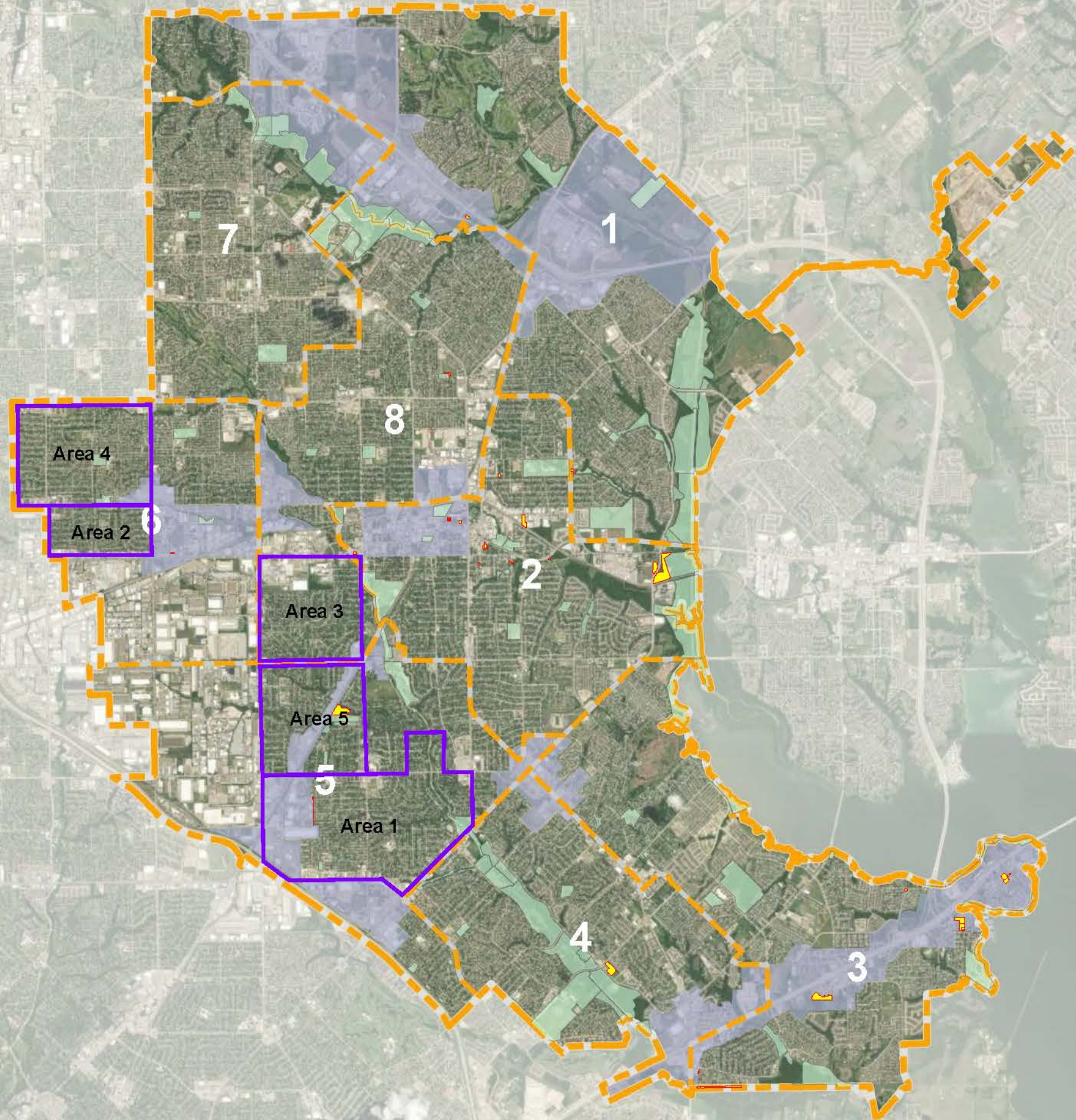
<https://www.nrpa.org/contentassets/f768428a39aa4035ae55b2aaff372617/pocket-parks.pdf> (accessed June 1, 2021)

Trust for Public Land (TPL). Pocket Park Toolkit.

https://www.tpl.org/sites/default/files/Pocket%20Park%20Tool%20Kit_FINAL.pdf (accessed June 1, 2021)

Legend

- Struck Off Parcel List
- Parks
- Garland City Limits
- Garland City Council Districts
- Catalyst Areas



PARKLAND ACQUISITION ZONES

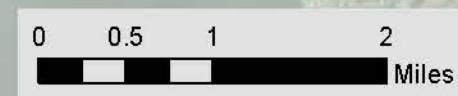
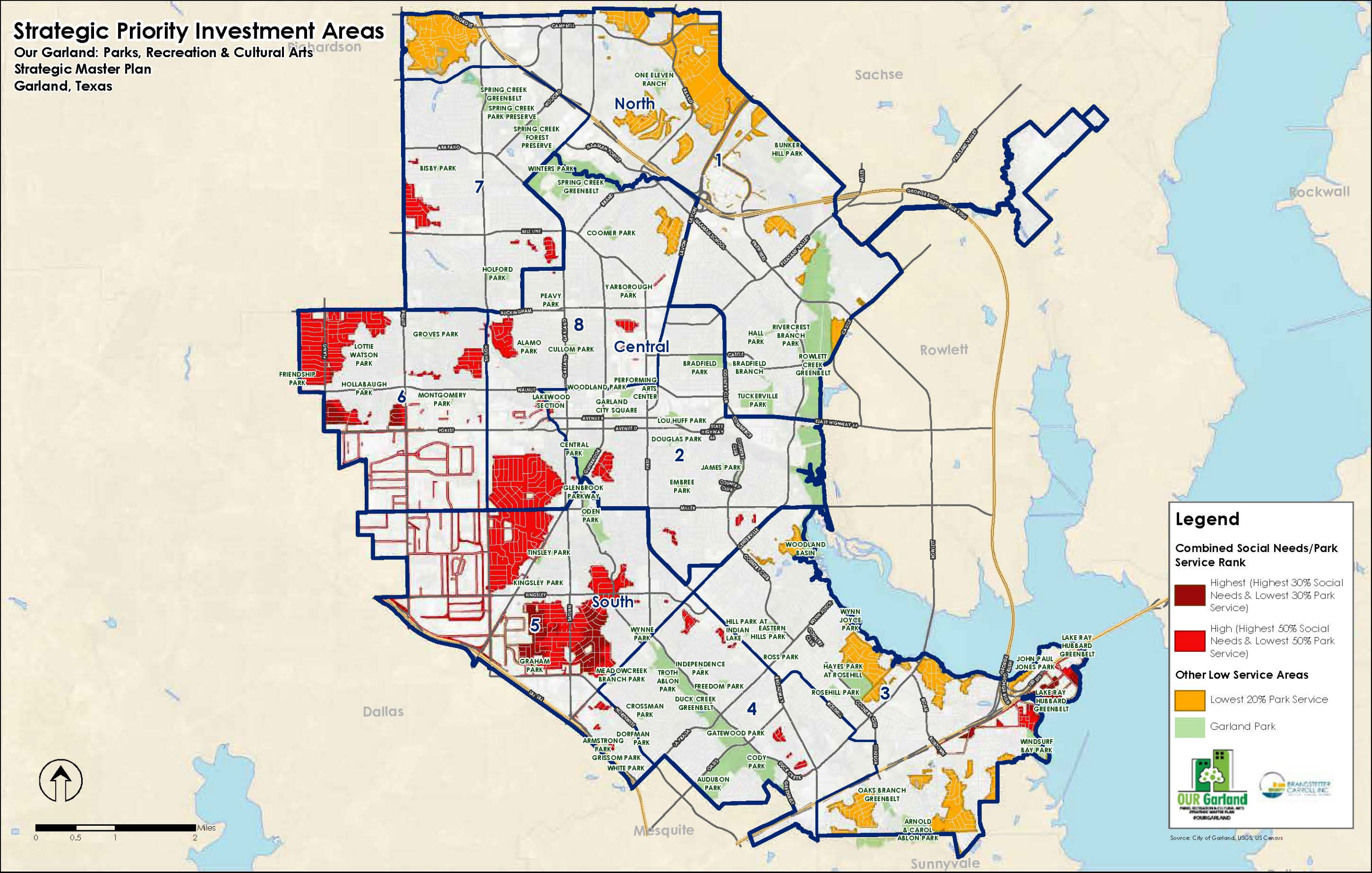


Figure 5.19: Strategic Priority Investment Areas



Gallery Garden Pocket Park in Marshalltown Business District



Gallery Garden Park

Photo Credit: Marshalltown Convention & Visitors Bureau



FONDY PARK



Solar-powered Fondy Park complements the Fondy Market by adding a performance stage, exercise/play space with seating and thousands of native plants to attract pollinators. Fondy Park was designed by Lindsay Heights residents, for residents.

DID YOU KNOW?

Fondy Park acts like a sponge with over 98% of the site collecting stormwater, fighting climate change & basement flooding to keep Lake Michigan clean.

SCAN THIS



ECOTOUR

Learn about solar, local food and climate change adaptation as you walk through the Lindsay Heights Neighborhood.

SITE #11



Garage made possible through a grant from the City of Milwaukee Neighborhood Investment Reinvestment Initiative.



Garage designed by MURENDEZINE





Photo by Charles Birnbaum::2009::The Cultural Landscape Foundation





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

9.

Meeting Date: 12/14/2021

Item Title: Donation Request from Garland Emergency Corps

Submitted By: Mitch Bates, Deputy City Manager

Summary of Request/Problem

At the December 6, 2021 Work Session, Council considered donating a small dump truck and a 20' / 22' utility equipment trailer to the Garland Emergency Corps (GEC).

Recommendation/Action Requested and Justification

Approve a resolution donating Item #1 (dump truck) and Item #4 (utility equipment or flatbed trailer) to the Garland Emergency Corps.

Attachments

Donation of Surplus to Garland Emergency Corps Resolution

Emergency Corps Donation - Letter Agreement Final

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DONATION OF CERTAIN SURPLUS AND OPERATIONALLY OBSOLETE EQUIPMENT TO THE GARLAND EMERGENCY CORPS ("GEC") FOR PUBLIC PURPOSE AND BENEFIT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City possesses certain equipment that is surplus and operationally obsolete for purposes of the City;

WHEREAS, the equipment has nominal to no functional value to the City and that value is less than that of the costs of disposition;

WHEREAS, the Garland City Council hereby finds that donating surplus equipment to the designated recipient promotes the public welfare by saving tax dollars, by enhancing public safety and fiscal responsibility, and by providing equipment that would not, but for the City's donation, be available to the GEC; and

WHEREAS, the conveyance of the equipment to the GEC will serve a predominantly public purpose as the GEC will use the equipment to assist the City when needed during disasters, emergencies, and other events to support public safety.

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

Section 1

The City Council hereby authorizes the donation of the equipment, for the purposes, and to the recipient as more fully described in the attached Exhibit "A."

Section 2

That the equipment hereby donated shall be offered to and received by the recipients "as-is, where-is," and without warranty or representation as to fitness or suitability.

Section 3

The City Council hereby authorizes the City Manager to execute the agreement, hereto attached as Exhibit B, between the City and GEC listing the City's terms and conditions for the donation.

Section 4

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

PASSED AND APPROVED this the ____ day of _____, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

EXHIBIT
"A"

EQUIPMENT LIST

Item Description	Make	Model	Vin# or Serial #
Small Dump Truck	INTERNATIONAL	7300 SFA 4X2	1HTZZAAR8BJ344529
20' Utility Equipment Trailer	INTERSTATE TRLR	16TST	1JKTST160KM017357
20' Utility Equipment Trailer	INTERSTATE TRLR	16TST	1JKTST162KM017358

EXHIBIT "B"



December ___, 2021

Mr. Jeff Andrews, President
Garland Emergency Corps
401 Rescue Street
Garland, Texas 75042

Re: Donation of Surplus Equipment

Mr. Andrews,

The City of Garland ("City") has determined that certain equipment in its possession is surplus and operationally obsolete. The surplus equipment is more specifically identified in Exhibit A, which is attached hereto and incorporated herein by reference. The City desires to donate the surplus equipment to the Garland Emergency Corps ("GEC") for use in its mission to assist the Garland Police Department, Garland Fire Department, and the citizens of Garland and Dallas County with emergency services. This offer is subject to the following terms and conditions:

1. The donated surplus equipment shall be used by the GEC predominately for purposes that benefit the public for a period of no less than 3 years ("Retention period"). In the event GEC sales or conveys the surplus equipment to a third-party prior to the end of the Retention period, any proceeds of the sale shall be paid to the City within 30 days of the transfer of title.
2. The GEC shall provide the City written certification on an annual basis that the surplus equipment was used predominately for public purposes during the prior calendar year. The written certification shall be due on or before January 31st each year.
3. In the event the GEC fails to comply with the aforementioned public purpose requirement, the GEC shall convey the surplus equipment back to the City so that it may be sold by the City at public auction.

If the aforementioned terms and conditions are acceptable, please execute this letter agreement in the respective signature block below and return the original to my office. Upon receipt of the agreement, the City will arrange a time for the delivery of the executed bill of sale of the surplus equipment.

Best regards,

Bryan Bradford
City Manager

Agreed upon and accepted by:

Garland Emergency Corps

By: _____

Name: Jeff Andrews, President

Date: _____

**EXHIBIT "A" OF
EXHIBIT "B"**

EQUIPMENT LIST

Item Description	Make	Model	Vin# or Serial #
Small Dump Truck	INTERNATIONAL	7300 SFA 4X2	1HTZZAAR8BJ344529
20' Utility Equipment Trailer	INTERSTATE TRLR	16TST	1JKTST160KM017357
20' Utility Equipment Trailer	INTERSTATE TRLR	16TST	1JKTST162KM017358



December __, 2021

Mr. Jeff Andrews, President
Garland Emergency Corps
401 Rescue Street
Garland, Texas 75042

Re: Donation of Surplus Equipment

Mr. Andrews,

The City of Garland ("City") has determined that certain equipment in its possession is surplus and operationally obsolete. The surplus equipment is more specifically identified in Exhibit A, which is attached hereto and incorporated herein by reference. The City desires to donate the surplus equipment to the Garland Emergency Corps ("GEC") for use in its mission to assist the Garland Police Department, Garland Fire Department, and the citizens of Garland and Dallas County with emergency services. This offer is subject to the following terms and conditions:

1. The donated surplus equipment shall be used by the GEC predominately for purposes that benefit the public for a period of no less than 3 years ("Retention period"). In the event GEC sales or conveys the surplus equipment to a third-party prior to the end of the Retention period, any proceeds of the sale shall be paid to the City within 30 days of the transfer of title.
2. The GEC shall provide the City written certification on an annual basis that the surplus equipment was used predominately for public purposes during the prior calendar year. The written certification shall be due on or before January 31st each year.
3. In the event the GEC fails to comply with the aforementioned public purpose requirement, the GEC shall convey the surplus equipment back to the City so that it may be sold by the City at public auction.

If the aforementioned terms and conditions are acceptable, please execute this letter agreement in the respective signature block below and return the original to my office. Upon receipt of the agreement, the City will arrange a time for the delivery of the executed bill of sale of the surplus equipment.

Best regards,

Bryan Bradford
City Manager

Agreed upon and accepted by:

Garland Emergency Corps

By: _____

Name: Jeff Andrews, President

Date: _____

EXHIBIT "A"

EQUIPMENT LIST

Item Description	Make	Model	Vin# or Serial #
Small Dump Truck	INTERNATIONAL	7300 SFA 4X2	1HTZZAAR8BJ344529
20' Utility Equipment Trailer	INTERSTATE TRLR	16TST	1JKTST160KM017357
20' Utility Equipment Trailer	INTERSTATE TRLR	16TST	1JKTST162KM017358



GARLAND POLICY REPORT

City Council Regular Session Agenda

10.

Meeting Date: 12/14/2021
Item Title: Request for Development Assistance from RMR Estate LLC
Submitted By: Ayako Schuster, Economic Development Director
Strategic Focus Areas: Growing Economic Base

ISSUE

Consider a development incentive request from RMR Estate LLC for a partial rebate of applicable Development Fees, in regards to a proposed new expansion project.

OPTIONS

1. Approve the staff recommendation for a partial rebate of the applicable City development fees.
2. Not approve a partial rebate of the applicable City development fees.

RECOMMENDATION

The City would provide a rebate with the understanding that Boardwalk Paving & Construction, LLC intends to occupy the approximately 73,961 square foot facility built in Phase I for ten (10) years.

The rebate would be forty percent (40%) of Development Fees paid for Phase I, and sixty (60%) of Development Fees paid for Phase II. The City will provide the incentive upon the company:

- Having completed both Phase I and Phase II of the Project, meeting all requirements of the City to qualify for certificates of occupancy issued by the City to occupy all new constructed commercial buildings.

BACKGROUND

RMR Estate (Boardwalk Paving Company) purchased 10 acres on South Jupiter Road in 2019 in order to build a new facility. The company, established in 2008, has been in Garland on Industrial Lane since 2011 and working with cities, utility companies, and developers to provide concrete paving, construction, plating, and sawing services.

The project site is located at 2830, 2840 and 2910 South Jupiter Road. Phase I will consist of building a new 73,961 square foot facility for Boardwalk Paving Company, which is an expansion from its current 16,000 square foot facility. Phase II will consist of redeveloping the existing retail buildings with about 30,000 square foot of new commercial spec space.

CONSIDERATION

Boardwalk is a company that has been in Garland for 10 years and is expanding. It has 115 employees at a payroll of \$6.5 million, and it plans to add another 40 employees with a payroll of \$2 million. Its 2021 Real Estate (RE) and Business Personal Property (BPP) values was a total of \$1,628,140. The company plans to add \$500,000 in BPP valuation with new machinery and equipment.

The site they are developing is a challenging site due to the shape of the property and tree mitigation.

Attachments

Proposed Economic Development Incentive Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the **City of Garland, a Texas home-rule municipality ("City")**, and **RMR Estate, LLC, a Texas limited liability company ("Developer")** (collectively, "Parties"), acting by and through their respective authorized officers.

RECITALS:

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

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in productive business enterprises located in certain areas of the City that will increase tax revenue and promote or develop new business enterprises; and

WHEREAS, the Developer is the owner of those certain tracts of real property consisting of approximately 10 acres in aggregate and commonly known as 2830, 2840 and 2910 South Jupiter Road, City of Garland, Dallas County, Texas ("Property"); and

WHEREAS, Developer proposes to develop and construct commercial buildings containing approximately 73,961 +/- square feet of aggregate floor space to be located on the Property ("Project"); and

WHEREAS, the Project shall consist of 2 phases: (1) during Phase One, Developer shall build a new 43,961 +/- square foot commercial building within the eastern portion of the Property; and (2) during Phase Two, Developer shall build 1, 2 or 3 commercial spec buildings containing a total of 30,000 square feet or more of floor space; and

WHEREAS, Developer intends to lease Phase One to Boardwalk Paving & Construction, LLC, a commercial concrete paving, construction, plating, and sawing business, with a term of a minimum of 10 years after execution of this Agreement; and

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

WHEREAS, the Developer has advised the City that a contributing factor of inducing the Developer to improve the Property and expand business operations within the City, is this Agreement to provide an economic development grant to the Developer as set forth herein; and

WHEREAS, the City is authorized by Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide an economic development program, which may include certain grants of public funds, to stimulate business and commercial activity in the City; and

WHEREAS, City hereby finds that this Agreement promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and is in the best interests of the City; and

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

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

Section 1. Term. This Agreement shall, unless extended or terminated by mutual agreement or as otherwise provided in this Agreement of the Parties, terminate upon the full and complete performance of all obligations and conditions precedent by the Parties.

Section 2. Definitions. For purposes of this Agreement, each of the following terms will have the meaning set forth herein unless the context clearly indicates otherwise:

"Development Fees" means the fees charged by the City for the review, processing and permitting of development imposed by the City pursuant to applicable city ordinances. As provided therein, and for clarity in this Agreement, "development fees" include water and roadway impact fees, tree mitigation fees, and building permits fees.

"Allocated Development Fees" means the proportion of the Development Fees equitably allocated to Phase I or Phase II, as applicable. If Development Fees are paid by Developer that benefit both Phase I and Phase II, those fees will be allocated based upon the square footage of the benefited parcels.

"Incentive" means the rebate of forty percent (40%) of the Allocated Development Fees actually paid by Developer to the City for Phase I and sixty percent (60%) of the Allocated Development Fees actually paid by Developer to the City for Phase II .

"Phase I" means the phase of the Project in which Developer shall construct a new commercial building of approximately 43,7555 +/- square feet on the eastern portion of the Property.

"Phase II" means the phase of the Project in which Developer shall construct one, two or three commercial spec buildings of at least 30,000 square feet in aggregate on the western portion of the Property.

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

"Project" has the meaning described in the recitals to this Agreement.

“Property” means that certain real property located at 2830, 2840 South Jupiter and 2910 South Jupiter, City of Garland, Dallas County, and more particularly depicted in attached Exhibit “A,” which is incorporated herein by reference.

Section 3. Developer’s Obligations. In consideration of the City’s participation in the Program, the following are conditions precedent to the City’s payment of the Incentive under this Agreement:

(A) *Property Occupation and Operation.* On or before December 31, 2026, Developer shall complete both Phase I and Phase II of the Project and meet all requirements of the City to qualify for certificates of occupancy issued by the City to occupy all new constructed commercial buildings, as more particularly described in the definitions of Phase I and Phase II above, on the Property for regular business operations.

(B) *“Furthering Garland Recognition and Pride”.* Developer acknowledges that the City is engaging in and administering the Program to further the economic interests of the people of Garland and that it is important to the City in that regard that Garland receive recognition for its efforts. In its communications, branding, marketing, and promotions throughout the term of this Agreement, the Developer shall recognize that its Project is located in Garland, Texas rather than “in the Dallas area” or similar non-Garland specific descriptors.

Section 4. City’s Obligations.

(A) Subject to the terms and provisions of this Agreement, the City agrees to pay to Developer the Incentive in accordance with the terms and conditions of this Agreement. Notwithstanding any other provision contained herein to the contrary, the City is not obligated to reimburse Developer for an amount greater than 100% of the Development Fees as defined in Section 2, actually paid by the Developer, and received by the City for the Project.

(B) In order to receive any payment of the Incentive from the City, whether Phase I or Phase II, Developer shall submit to the Economic Development Director of the City the following documentation:

(1) A copy of a final Certificate of Occupancy issued by the City for the respective phase of the Project. That is, once the final Certificate of Occupancy has been issued for the construction of the building in Phase I and Developer submits the Certificate of Occupancy to the Economic Development Director, along with the other documentation required by this Section, City shall reimburse Developer for applicable Phase I Allocated Development Fees. For Phase II, Developer shall only be eligible when all buildings have been constructed and the City has issued a final Certificate of Occupancy (or multiple) for all buildings.

(2) A copy of receipt(s) for payment or other evidence acceptable to the City documenting that the Developer paid the City all Development Fees prior to and during the construction of the Project; and

(3) A completed Payment Request Form.

Section 5. Source of Funds. The Incentive shall be paid only from the Development Fees actually received in hand by the City from Developer. No other source of funds is provided for the payment of the Incentive.

Section 6. Force Majeure. All obligations of Developer and City shall be subject to events of “force majeure” which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

Section 7. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

- (A) The masculine shall include the feminine and neuter.
- (B) References to “Articles,” “Sections,” or “Exhibits” shall be to articles, sections, or exhibits of this Agreement.
- (C) The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.
- (D) This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.
- (E) Unless expressly provided otherwise in this Agreement, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

(F) Use of the words “include” or “including” or similar words shall be interpreted as “including but not limited to” or “including, without limitation.”

(G) The recitals to this Agreement are incorporated herein.

Section 8. Remedies. Unless a specific remedy and associated cure period (such as recapture of an amount paid as the Incentive) is set forth elsewhere in this Agreement, in the event of event of default by Developer, the City, as its sole remedy, may terminate all commitments of City under this Agreement after providing the Developer written notice of such default and 90 days to cure such default. If any event of default by the City exists, Developer shall provide written notice of such default to the City; then, the City shall have 90 days to cure such default. In the event the City is not able to cure such default, Developer may pursue such remedies available to it by law or equity, including, specific performance. The City and Developer hereby agree that Section 271.152 of the Texas Local Government Code (relating to a limited waiver of immunity to suit for certain claims) applies to this Agreement regardless whether this Agreement is construed as a governmental or proprietary act of the City.

Section 9. Dispute Resolution and Step Negotiations. The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows:

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

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

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

Section 10. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a Party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other Party.

Section 11. Audits. The City has the right, at its sole expense, during normal working hours and upon thirty days' written notice, to examine copies of the relevant portions of the records of the Developer to the extent reasonably necessary to verify the accuracy of any Development Fee invoice, charge or calculation made pursuant to this Agreement within the twelve month period immediately preceding such notice. The City shall not have the right to conduct such an audit more than once during any given twelve month period.

Section 12. Accommodation of Financing Parties. To facilitate Developer's obtaining of financing to construct and operate the Project, City shall make governmentally reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be reasonably requested by Developer or the Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects, or could reasonably be expected to have or result in a material adverse effect on, any of City's rights, benefits, risks or obligations under this Agreement. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties related to such financing.

Section 13. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Section 14. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without

the express written consent of the City; provided that Developer may, without the City's consent, assign this Agreement to a wholly-owned subsidiary or affiliate of Developer. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or performance by a party with whom Developer or its affiliates contract shall be deemed to be performance by Developer.

Section 15. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory.

Section 16. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 17. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either party or its counsel in person, via an express mail service or via courier or via receipted facsimile transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person, next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
200 N. Fifth Street
P.O. Box 469002
Garland Texas 75046-9002
Attn: City Manager
Phone: (972) 205-2000
Fax: (972) 205-2504

If to Developer:

RMR Estate, LLC
2920 Industrial Lane
Garland, Texas 75041
Attn: Mark Russell
Phone: (972) 907-1133
Email: mark@boardwalkpaving.com

With a required copy to:

City Attorney
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-2380
Fax: (972) 205-2389

Economic Development Director
P.O. Box 469002

Garland, Texas 75046-9002
Phone: (972) 205-3800
Fax: (972) 205-3801

Section 18. Employment of Undocumented Workers. During the term of this Agreement the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of the Annual Grants and any other funds received by the Developer from the City as of the date of such violation within 120 business days after the date the Developer is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section in relation to any workers employed by a subsidiary, affiliate, or franchisee of the Developer or by a person or entity with whom the Developer contracts.

Section 19. Non-Collusion. Developer represents and warrants that neither Developer nor anyone on Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

Section 20. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 21. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

EXECUTED and effective as of the 2ND day of DECEMBER, 2021.

DEVELOPER

RMR Estate, LLC, a Texas limited liability company

By: R. MARK RUSSEN

Name: RMR Russell

Title: OWNER

Date Executed: 12/2/21

CITY

City of Garland, a Texas home-rule municipality

By: _____
Bryan Bradford
City Manager

Date Executed: _____

Exhibit A
Property Legal Description

WHEREAS, RMR ESTATE LLC. IS THE SOLE OWNER OF THOSE CERTAIN TRACTS OR PARCELS OF LAND LOCATED IN THE HENRY REID SURVEY, ABSTRACT NUMBER 1197, DALLAS COUNTY, TEXAS, BEING ALL OF THOSE CERTAIN TRACTS OF LAND DESCRIBED AS TRACTS 1, 2 & 3 IN DEED TO RMR ESTATE LLC., AS RECORDED IN INSTRUMENT NO. 201900114412, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, SAID TRACT 2 BEING ALL OF LOT 1, BLOCK 1, SOUTHWESTERN BELL MOBILE SERVICE ADDITION, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, AS RECORDED IN VOLUME 83202, PAGE 4885, PLAT RECORDS, DALLAS COUNTY, TEXAS, AND SAID TRACT 3 BEING ALL OF LOT 1, BLOCK 1, WYRICK ON JUPITER ADDITION, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, AS RECORDED IN VOLUME 85147, PAGE 4888, PLAT RECORDS, DALLAS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "TRAV POINT" FOUND AT THE NORTHWEST CORNER OF SAID TRACT 3, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF JUPITER ROAD, A 100 FOOT RIGHT OF WAY, AS SHOWN ON PLAT RECORDED IN VOLUME 85147, PAGE 4888, PLAT RECORDS, DALLAS COUNTY, TEXAS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, ETHIOPIAN EVANGELICAL BAPTIST CHURCH ADDITION, AS RECORDED IN INSTRUMENT NO. 200900186675, PLAT RECORDS, DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID TRACTS 3 & 1 AND SOUTH LINE OF SAID LOT 1, NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST A DISTANCE OF 674.87 FEET TO A 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE CONTINUING ALONG SAID NORTH LINE OF TRACT 3 AND THE EAST LINE OF SAID LOT 1, NORTH 01 DEGREES 01 MINUTES 20 SECONDS WEST A DISTANCE OF 62.71 FEET TO A 1/2" REBAR FOUND AT A SOUTHWEST CORNER OF LOT 1, BLOCK 1, EXEL GARLAND ADDITION, AS RECORDED IN VOLUME 98250, PAGE 71, PLAT RECORDS, DALLAS COUNTY, TEXAS ;

THENCE CONTINUING ALONG SAID NORTH LINE OF TRACT 3 AND THE SOUTH LINE OF SAID LOT 1, NORTH 89 DEGREES 26 MINUTES 03 SECONDS EAST A DISTANCE OF 1,125.59 FEET TO A 5/8" REBAR WITH RED PLASTIC CAP STAMPED "SRI" FOUND AT THE NORTHEAST CORNER OF SAID TRACT 1, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 1, FROM WHICH A 1/2" REBAR FOUND BEARS NORTH 22 DEGREES 33 MINUTES 33 SECONDS EAST A DISTANCE OF 1.07 FEET;

THENCE ALONG THE EAST LINE OF SAID TRACT 1 & 2, SOUTH 00 DEGREES 45 MINUTES 47 SECONDS EAST A DISTANCE OF 272.58 FEET TO A 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID TRACT 2, FROM WHICH A 5/8" REBAR FOUND BEARS NORTH 11 DEGREES 04 MINUTES 13 SECONDS EAST A DISTANCE OF 0.36 FEET;

THENCE ALONG THE SOUTH LINE OF SAID TRACT 2, SOUTH 89 DEGREES 25 MINUTES 38 SECONDS WEST A DISTANCE OF 1,800.40 FEET TO A "X" CUT FOUND AT THE SOUTHWEST CORNER OF SAID TRACT 2, SAID POINT BEING ON SAID EAST RIGHT OF WAY LINE OF JUPITER ROAD;

THENCE ALONG THE WEST LINE OF SAID TRACT 2 AND SAID EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 28 MINUTES 22 SECONDS WEST A DISTANCE OF 50.00 FEET TO A 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "TRAV POINT" FOUND AT THE SOUTHWEST CORNER OF SAID TRACT 3;

THENCE ALONG THE WEST LINE OF SAID TRACT 3 AND SAID EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 46 MINUTES 22 SECONDS WEST A DISTANCE OF 160.01 FEET TO THE POINT OF BEGINNING, CONTAINING 448,552 SQUARE FEET OR 10.297 ACRES OF LAND, MORE OR LESS.



Exhibit B
Phase I Site Plan



BOARDWALK CONSTRUCTION HEADQUARTERS

Boardwalk Paving & Construction LLC
Project Address:
10000 BOARDWALK ROAD
GARLAND, TX 75041

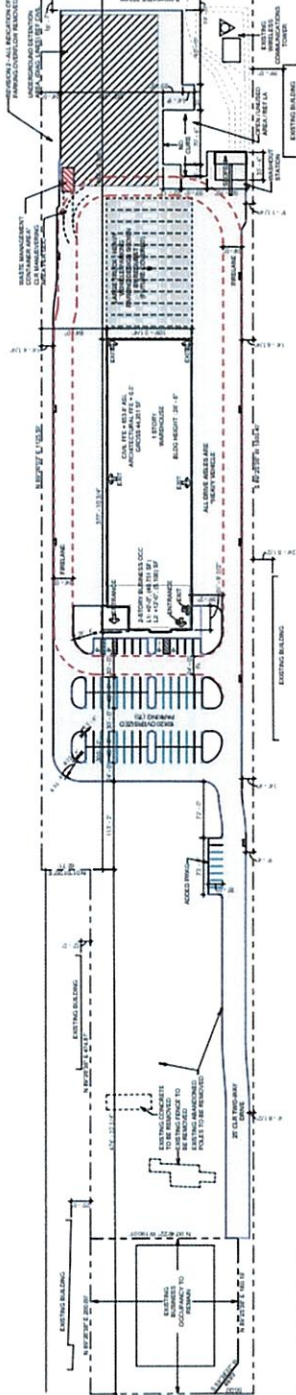
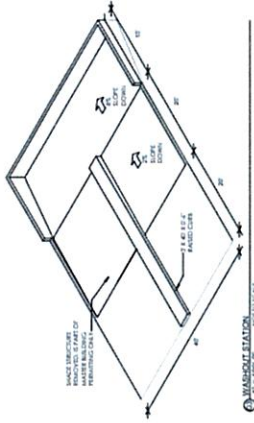
Scale	AS SHOWN
North Arrow	UP
Sheet	100

Sheet Information	
Date	10/1/2021
Job Number	10000
Client	City of Garland
Drawn	CC

OVERALL ARCHITECTURAL SITE PLAN

Sheet A100

Copyright © 2021 RLA, LLC



City of Garland Case Number 10000-2
Proposed Use: Construction Office/Storage
Architectural Site Plan

ARCHITECTURAL SITE DATA TABLE	
TOTAL AREA	100,000 S.F.
TOTAL AREA EXISTING	100,000 S.F.
TOTAL AREA PROPOSED	100,000 S.F.
PROPOSED BUILDING AREA	100,000 S.F.
PROPOSED PARKING AREA	100,000 S.F.
PROPOSED DRIVEWAY AREA	100,000 S.F.
PROPOSED LANDSCAPE AREA	100,000 S.F.
PROPOSED UTILITY AREA	100,000 S.F.
PROPOSED ACCESSORY AREA	100,000 S.F.
PROPOSED TOTAL AREA	100,000 S.F.

VICINITY MAP



ADDITIONAL SITE NOTES

- 1. THE SITE IS LOCATED IN THE CITY OF GARLAND, TEXAS.
- 2. THE SITE IS ZONED FOR COMMERCIAL USE.
- 3. THE SITE IS SURVEYED AND PLATTED.
- 4. THE SITE IS BOUNDARY SURVEYED.
- 5. THE SITE IS ADJACENT TO THE CITY OF GARLAND.
- 6. THE SITE IS ADJACENT TO THE CITY OF GARLAND.
- 7. THE SITE IS ADJACENT TO THE CITY OF GARLAND.
- 8. THE SITE IS ADJACENT TO THE CITY OF GARLAND.
- 9. THE SITE IS ADJACENT TO THE CITY OF GARLAND.
- 10. THE SITE IS ADJACENT TO THE CITY OF GARLAND.



GARLAND PLANNING REPORT

City Council Regular Session Agenda

11. a.

Meeting Date: 12/14/2021

Item Title: Z 21-43 AJ Real Estate Investments, LLC (District 5)

Submitted By: Nabiha Ahmed, Lead Development Planner

REQUEST

Approval of a Change in Zoning from Planned Development (PD) District 69-31 for Community Retail Uses and Planned Development (PD) District 86-26 for Community Office Use to Community Retail (CR) District.

LOCATION

1640 and 1680 Eastgate Drive

OWNER

AJ Real Estate Investments, LLC

PLAN COMMISSION RECOMMENDATION

On November 22, 2021 the Plan Commission, by a vote of seven (7) to zero (0), recommended approval of a Change in Zoning from Planned Development (PD) District 69-31 for Community Retail Uses and Planned Development (PD) District 86-26 for Community Office Use to Community Retail (CR) District

STAFF RECOMMENDATION

Approval of a Change in Zoning from Planned Development (PD) District 69-31 for Community Retail Uses and Planned Development (PD) District 86-26 for Community Office Use to Community Retail (CR) District.

BACKGROUND

The applicant requests approval of a Change in Zoning from Planned Development (PD) District 69-31 for Community Retail Uses and Planned Development (PD) District for Community Office Use to Community Retail (CR) District to use the existing building for retail and restaurant uses.

SITE DATA

The subject site contains approximately 3.52 acres. The site has approximately 393 lineal feet of frontage along Lyndon B. Johnson Freeway and Marketplace Drive.

USE OF PROPERTY UNDER CURRENT ZONING

The existing building is within two zoning districts: Planned Development (PD) District 86-26 for Community Office (CO) Uses and Planned Development (PD) District 69-31 for Community Retail Uses. Planned Development (PD) District 69-31 allows restaurants without drive-through and retail uses; however, Planned Development (PD) District 86-26 allows retail stores as "Limited Uses".

Limited Use, as indicated in Ordinance 3237, applies to certain service and retail uses. Limited Uses shall be contained within the building or complex and shall not have an exterior access facing a public street and shall not have exterior on site advertising or signs.

The applicant intends to add wall signage and have exterior access facing the street. Therefore, a zoning change to Community Retail (CR) District is necessary.

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. 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 Community Retail (CR) District is intended to accommodate a variety of retail, service, and business establishments that may or may not be designed in a shopping center configuration. The district may be used as a transition district between lower intensity retail or office uses and more intense uses. A Community Retail (CR) District is generally appropriate along major transportation corridors but is generally not appropriate in proximity to low-density residential districts without significant buffering and screening features. An example of allowed use in a Community Retail (CR) District is a retail shopping area that may be large in scale with very limited or no outside storage. Traffic generated by uses in a Community Retail (CR) district must be focused onto the major thoroughfare network. Development in a Community Retail (CR) District may not be designed in a manner that increases traffic through residential areas.
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 to renovate the existing building for restaurants (without drive-through) and retail uses. The building footprint and parking layout will remain the same. In addition, the current site configuration complies with the development standards in the Community Retail (CR) District.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland 2030 Comprehensive Plan designates the subject property Community Centers. Community centers are areas with compact development, primarily non-residential, serving a collection of neighborhoods. This type of development consists of a mix of uses, including retail, services, office use, multi-family residential, and entertainment. Community centers may be developed at the intersections of major arterial streets and along major arterials, highways, and turnpike corridors. This type of area is served by numerous roads and transit routes, providing a variety of connections to adjacent residential neighborhoods, retail centers, and employment centers

The proposal is compatible with the Comprehensive Plan.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the north, across Marketplace Drive, are zoned Planned Development 06-37 for Community Retail Uses and Planned Development (PD) District 18-13 for Multi-Family Uses; the land zoned for Planned Development (PD) District 06-37 is developed with a Grocery Store and the land zoned for Planned Development (PD) District 18-13 is currently unimproved. The property to the east is zoned Planned Development (PD) District 08-36 for Community Retail Uses; this property is developed with a restaurant. The properties to the south, across Lyndon B. Johnson Freeway, are in the City of Dallas. The property to the west is zoned Planned Development (PD) District 69-31 for Community Retail Uses; this property is developed with a higher education facility.

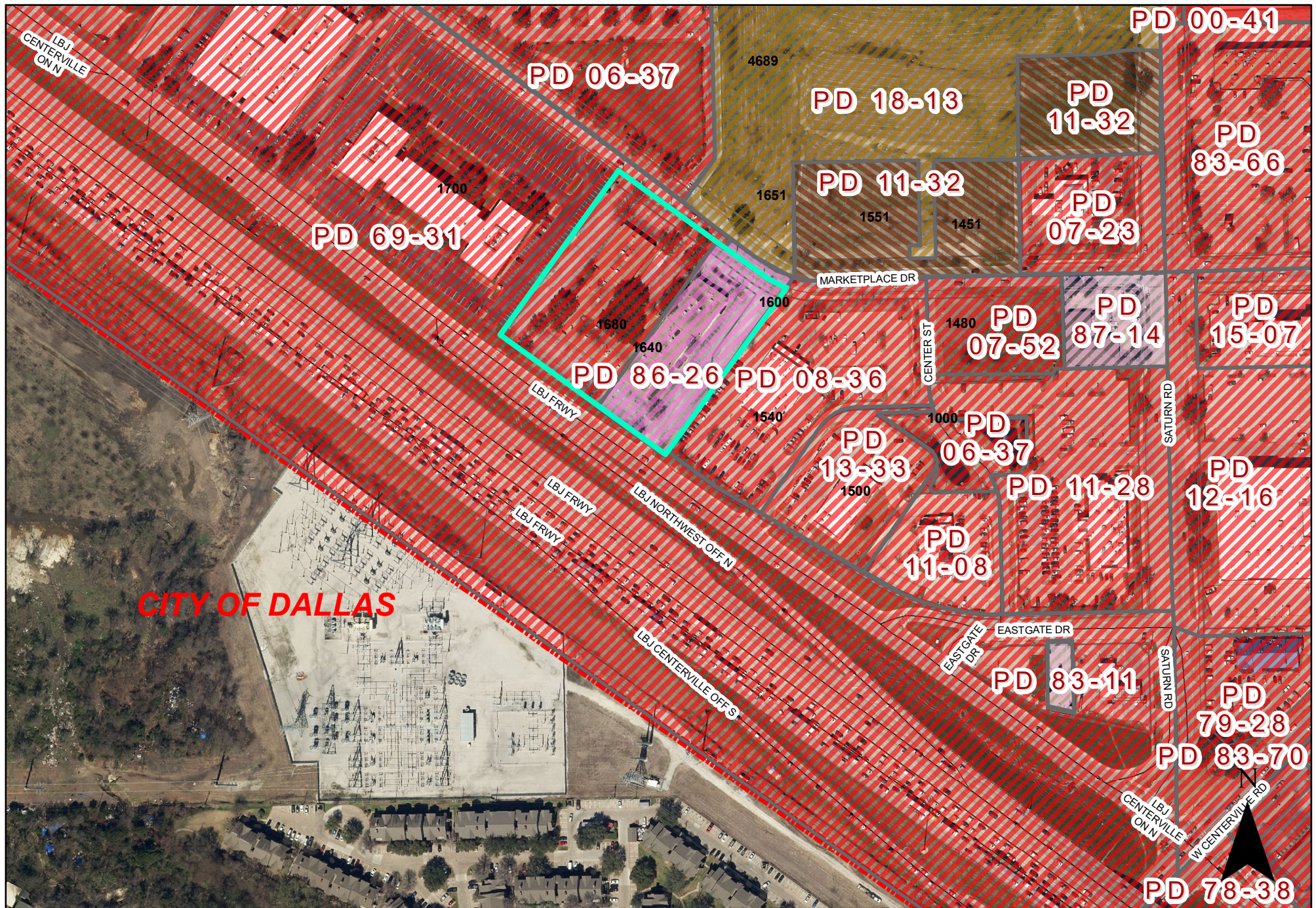
Attachments

Z 21-43 Location Map

Z 21-43 R&M

Z 21-43 Responses

Z 21-43 Staff Presentation



0 160 320 Feet
1 inch = 244 feet

LOCATION MAP Z 21-43

1640 and 1680 Eastgate Drive



INDICATES AREA
OF REQUEST

REPORT & MINUTES

P.C. Meeting, November 22, 2021

Consideration of the application of **AJ Real Estate Investments LLC**, requesting approval of a Change in Zoning from Planned Development (PD) District 69-31 for Community Retail Uses and Planned Development (PD) District 86-26 for Community Office Use to Community Retail (CR) District. This property is located at 1640 and 1680 Eastgate Drive. (District 5) (File Z 21-43)

The applicant Arleen Macias, 2022 Wynn Joyce, Garland, Texas 75043, was available for questions.

There was a brief discussion between the applicant and the Commission regarding development of the subject property and tree conservation.

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

Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 21-43	November 22, 2021	December 14, 2021	Nabiha Ahmed

AJ Real Estate Investments, LLC. The applicant proposes to rezone the property to use the existing building for retail and restaurant uses. This site is located at 1640 and 1680 Eastgate Drive. (District 5)

Dr. Melinda Reagan

11/16/2021
10:44:15 PM

For

Amberton University,
1700 Eastgate Drive
Garland
TX
United States
75041

mreagan@amberton.edu

972-279-6511 ext 122

We are in favor of this zoning change. This property has a number of large, beautiful live oak trees and red oak trees among others. We would respectfully ask that as many of these trees as possible be integrated into the design and renovation of the property (especially the red oak tree at the northeast corner adjacent to Marketplace.) These trees add an element of beauty to the I 635 corridor, which is very much needed. We wish the Macias family much success in this development.

Z 21-43

The applicant proposes to rezone the property to use the existing building for retail and restaurant uses. This site is located at 1640 and 1680 Eastgate Drive.

[Zoning Change from Planned Development (PD) District 69-31 for Community Retail Uses and Planned Development (PD) District 86-26 for Community Office Use to Community Retail (CR) District.]

City Council Meeting
December 14, 2021



GARLAND

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CASE INFORMATION

Location: 1640 and 1680 Eastgate Drive

Applicant: AJ Real Estate Investments, LLC.

Owner: AJ Real Estate Investments, LLC.

Acreage: 3.52 acres

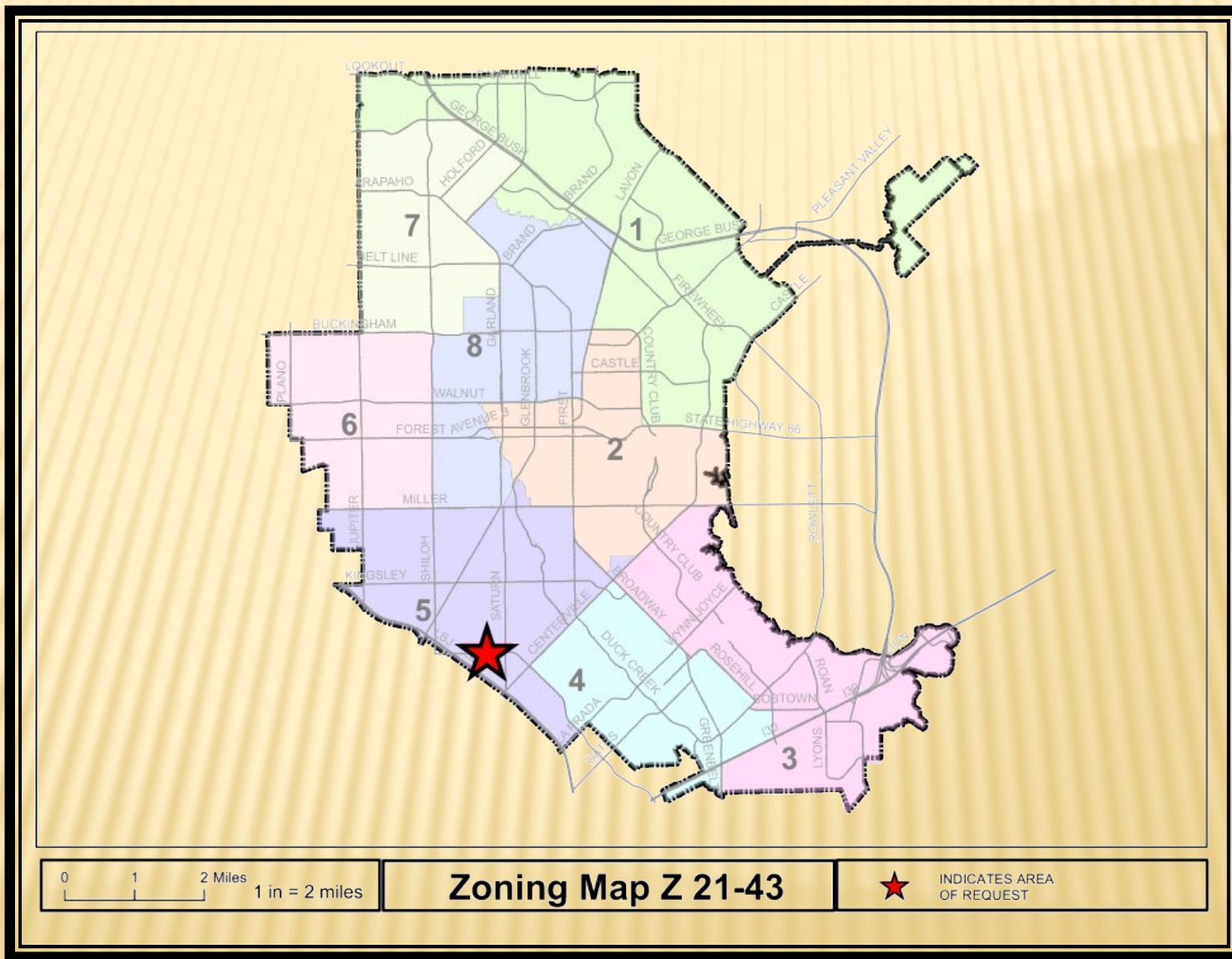
Zoning: Planned Development (PD) District
69-31 and Planned Development (PD)
District 86-26

Z 21-43



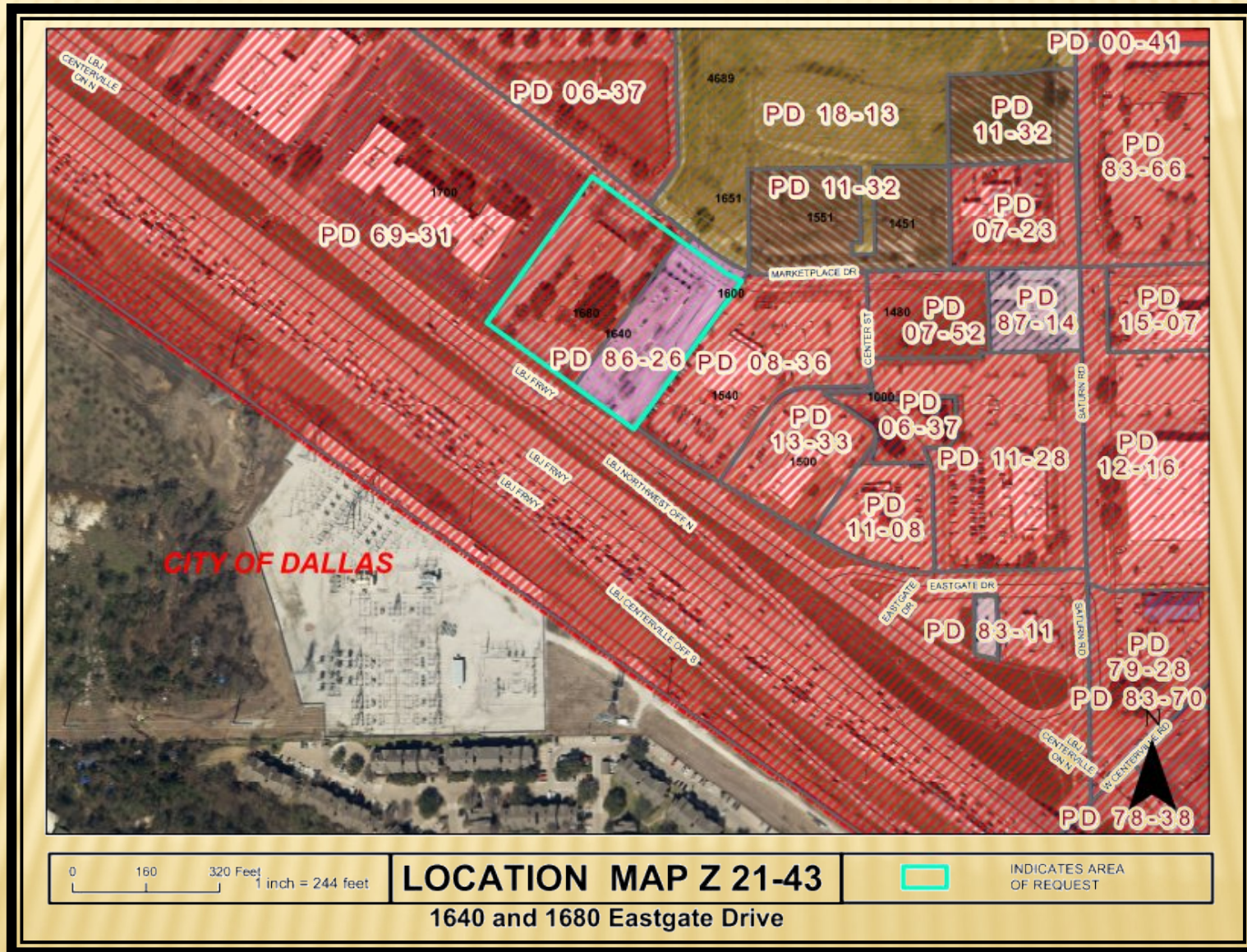
GARLAND
TEXAS MADE HERE

CITYWIDE LOCATION MAP



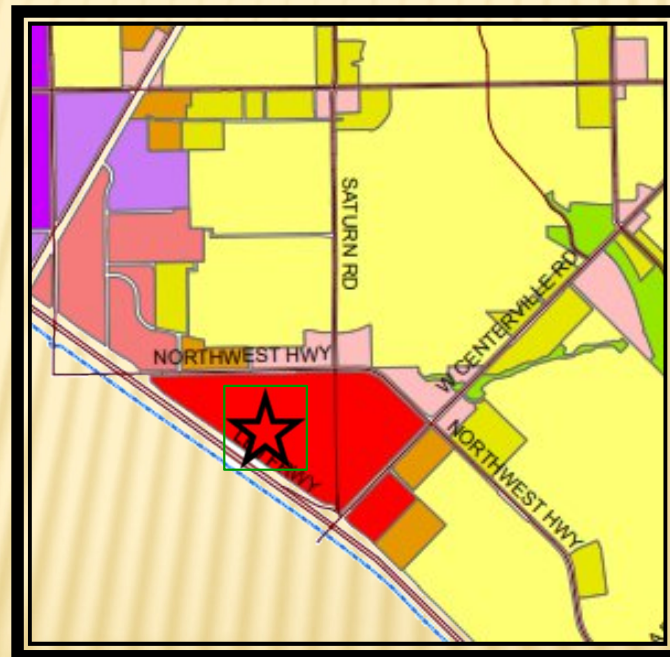
Z 21-43

LOCATION MAP



Z 21-43

COMPREHENSIVE PLAN



PHOTOS



View of the subject property from LBJ Freeway



Looking east of the subject property



Looking south of the subject property



Looking west of the subject property |



GARLAND
TEXAS MADE HERE

COMPREHENSIVE PLAN

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CONSIDERATIONS

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STAFF RECOMMENDATION

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Z 21-43



GARLAND

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Z 21-43

LIMITED USE

Limited Use, as indicated in Ordinance 3237 , applies to certain service and retail uses, indicated by symbol on the use schedule, which are permitted uses in certain districts. Limited Uses shall be contained within the building or complex and shall not have an exterior access facing a public street and shall not have exterior on site advertising or signs .

LIMITED USE

DISTRICTS		AGRICULTURE	SINGLE-FAMILY -40	SINGLE-FAMILY -16	SINGLE-FAMILY -13	SINGLE-FAMILY -10	SINGLE-FAMILY -8	SINGLE-FAMILY -7	SINGLE-FAMILY -5	DUPLEX-1	DUPLEX-2	QUADRAPLEX	APARTMENT -18	APARTMENT -24	APARTMENT -29	OFFICE-1	OFFICE-2	OFFICE-3
165	Community Recreation Center - Public/Private	S	S	S	S	S	S	S	S	S	S	S	S	S	S	●	●	●
166	Community Recreation Center - 20 Private Restricted Membership	S	S	S	S	S	S	S	S	S	S	S	●	●	●	●	●	●
167	Community Recreation Center - Private Open Membership 19	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
168	Reserved																	
169	Reserved																	
170	Reserved																	
10-211 PERSONAL SERVICES AND CRAFTS																		
171	Answering Service	S	S	S	S	S	S	S	S	S	S	S	S	S	S	●	●	●
172	Blueprinting & Photographic Reproductions															L	L	●

Z 21-43



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

Meeting Date: 12/14/2021

Item Title: Board and Commission Appointment

Summary of Request/Problem

Council Member Deborah Morris

- Ira Fuller Jr. - Senior Citizens Advisory Board

Recommendation/Action Requested and Justification

Attachments

Ira Fuller Jr. - Senior Citizens Advisory Board



GARLAND

TEXAS MADE HERE

CITY OF GARLAND
RECEIVED
DEC 06 2021

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: December 3, 2021

Name: Ira G. Fuller Jr.

Phone:

(Home)

Address: 330 N sixth st. Apt. 1230

Phone:

N/A

(Other)

City, State, Zip: Garland, TX. 75040

Email:

Resident of Garland for 2 years

Resident of Texas for 18 years

Dallas County Voter Registration Number N/A

Garland City Council District Number 2

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.

I've worked closely with senior citizens in the southeastern portion of Dallas and provided haircuts along with advocating on senior services.

If you have previously served on a City Board or Commission, please specify and list dates of service.

N/A

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

Volunteering assisting in the beautification of senior housing. Help organize and distribute food to local seniors. I coordinated events and provided haircuts to seniors and the less fortunate.

What is your educational background?

Paul Quinn college 2003-2004

Texas Barber College 2005-2006

Cedar Valley college 2004-2005

What is your occupational experience?

Self-employed

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

Ira G. Fuller Jr.

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

☐ Community Multicultural Commission

☐ Library Board

☐ 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

Courtney Vanover 12/7/21