

Council Chambers at City Hall  
Tuesday, September 17, 2024  
7 p.m.



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

# GARLAND

## CITY OF GARLAND REGULAR MEETING OF THE CITY COUNCIL

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

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

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

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

### LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

### MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

### CONSENT AGENDA

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

1. **Approve the minutes of the September 3, 2024 Regular Meeting**
2. **Approve the following bids:**
  - a. **GP&L Oates Road 138kV Substation Rebuild Engineering Services** **Bid No. 1397-24**  
  
**Burns & McDonnell Engineering Company, Inc.** **\$3,937,250.0**

*This request is to obtain professional engineering services needed to support the rebuild of the GP&L Oates Road Substation. This is part of the approved GP&L Oates Road Substation Rebuild CIP project.*

- b. **Naaman School Road Construction Services** **Bid No. 1042-24**
- DDM Construction Corp.** **\$31,655,566.80**
- This request is to provide construction services for Naaman School Road between Brand Road and State Highway 78 (Lavon Drive).*
- c. **Firefighter Bunker Gear Replacement** **Bid No. 1366-24**
- NAFECO** **\$500,000.00**
- This request is for bunker gear replacement, including Firefighter PPE, primary, secondary, and replacement sets. This approval is for a term agreement with four optional renewals.*
- d. **Five Replacement Ambulance Bodies for the Garland Fire Department** **Bid No. 1419-24**
- Frazer, LTD.** **\$1,578,272.17**
- This request is for the purchase of five replacement Frazer Ambulance Bodies for the Garland Fire Department.*
- e. **GP&L Oakland Substation Electrical Construction** **Bid No. 1144-24**
- Primoris T&D Services, LLC.** **\$7,450,000.00**
- This request is to obtain electrical construction services for the GP&L Oakland Substation. Services include all electrical connections, bus work, and control enclosure installations needed for the station. This is part of the approved GP&L Oakland Substation Rebuild CIP project. An owner's contingency is included for any additional materials that may be required.*
- f. **Term Contract for Major Medical Services** **Bid No. 0711-24**
- |                                                                         |                         |
|-------------------------------------------------------------------------|-------------------------|
| <b>Blue Cross Blue Shield of Texas</b>                                  | <b>\$9,618,809.00</b>   |
| <b>Blue Cross Blue Shield of Texas (Premiums Credits &amp; Rebates)</b> | <b>(\$5,964,545.00)</b> |
| <b>Metropolitan Life Insurance Company</b>                              | <b>\$264,645.00</b>     |
| <b>VSP Vision Care</b>                                                  | <b>\$79,511.00</b>      |
- This request is to authorize the award of term contracts for medical third-party administration (TPA), pharmacy services (Rx), stop loss, dental, and vision insurance. This approval is for a one year term contract with two optional renewals.*
- g. **Stryker Ambulance Powered Cots and Powered Cot Loaders** **Bid No. 1363-24**
- Stryker Sales Corp.** **\$318,322.23**
- This request is for the purchase of ambulance cots and cot loader systems for five new ambulances approved for replacement in the 2023 and 2024 CIP.*



- h. **GP&L Campbell Substation Terminal Upgrade Electrical Construction** **Bid No. 1224-24**

**Primoris T&D Services, LLC.** **\$490,000.00**

*This request is to obtain electrical construction services for a terminal upgrade at the GP&L Campbell Substation. This is part of the approved GP&L Campbell Terminal to Holford CIP project. An owner's contingency is included for any additional services that may be required.*

- i. **GP&L Emergency Distribution Restoration Services** **Bid No. 1063-24**

**MasTec North America** **\$61,425.87**

*This request is to obtain Change Order No. 2 to Purchase Order 36488 issued for emergency GP&L Distribution restoration services from the May 28, 2024 storm.*

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

- a. **Z 24-27 Moin Muhammad (District 8)**

*Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a change in zoning from Industrial (IN) District to Community Retail (CR) District on a 1.766-acre tract of land located at 1010 North Shiloh 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. **Z 23-07 JQ Infrastructure (District 1)**

*Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) an Amendment to Table 5-1 (Schedule of Uses) of Planned Development (PD) District 23-46 for Mixed Uses and (2) a Detail Plan for a Ground Water Storage Tank Use on a 16.335-acre tract of land located at 2301 Lookout Drive providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.*

4. **Agreement to Purchase Real Property near State Hwy 190 and Holford Road**

*Authorize the City Manager to execute a contract to purchase real property at the corner of Holford Road and State Hwy 190.*

5. **Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) 2025 Comprehensive Grant**

*Approve a resolution authorizing the City Manager to accept the State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Grant for FY 2024-25 in the amount of \$120,573.76.*

6. **Renewal of Interlocal Agreement between Garland Health Department and Parkland Health & Hospital System**

*Authorize the City Manager or his designee to execute a renewal of the Interlocal Agreement between the City of Garland and Dallas County Hospital District dba Parkland Health & Hospital System to provide social work services, thus fulfilling Texas Department of State Health Services contract requirements.*

**7. Atmos Settlement Agreement**

*Authorize the Settlement Agreement with Atmos Energy Mid-Tex Division ("Atmos") and the resulting rate change under the Rate Review Mechanism (RRM) tariff.*

**8. Interlocal Agreement between City of Garland and DART for the South Garland Transit Center**

*Approve an Interlocal Agreement (ILA) between the City of Garland and Dallas Area Rapid Transit (DART) for a future Transit-Oriented Development at the South Garland Transit Center.*

**9. Interlocal Agreement for Tax Foreclosed Properties**

*Approve an Interlocal Agreement with Dallas County and Garland Independent School District for the sale of tax-foreclosed properties through a formal resolution.*

**ITEMS FOR INDIVIDUAL CONSIDERATION**

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

**10. FY 2024-25 Civil Service Classifications and Compensation**

*Council is asked to consider and approve the adoption of the FY 2024-25 Civil Service Classifications and Compensation Ordinance.*

**CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS**

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

**11. Citywide Appointment**

- April Smith - Animal Services Committee, Educational Representative

**12. Citywide Appointment**

- David Fuentes- Animal Services Advisory Committee, Shelter Operations Coordinator

**13. Citywide Appointment**

- Deana Siegler- Animal Services Advisory Committee, Non-Profit Animal Welfare Official

**14. Deputy Mayor Pro Tem Lucht**

- Catherine Haedge - Environmental and Community Advisory Board

**CITIZEN COMMENTS**

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

**ADJOURN**

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**NOTICE:** The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

1. Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.
2. The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.
3. A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.
4. Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.
5. The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.
6. Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have to locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.
7. Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:
  - generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
  - bidding and pricing information for purchased power, generation, and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
  - effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
  - risk management information, contracts, and strategies, including fuel hedging and storage;
  - plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
  - customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]



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



**GARLAND**  
**CITY COUNCIL STAFF REPORT**

**City Council Regular Session**

**1.**

**Meeting Date:** 09/17/2024

**Title:** September 3, 2024 Regular Meeting Minutes

**Submitted By:** Jennifer Stubbs, City Secretary

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**Issue/Summary**

Approve the minutes of the September 3, 2024 Regular Meeting.

**Background**

N/A

**Consideration / Recommendation**

Approve the September 3, 2024 Regular Meeting Minutes as presented.

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**Attachments**

City Council Regular Meeting Minutes- September 3, 2024

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**DRAFT**



# **GARLAND**

## **MINUTES**

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, September 3, 2024, in the Council Chambers at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

**Present:** Mayor Scott LeMay  
Mayor Pro Tem Ed Moore  
Deputy Mayor Pro Tem Margaret Lucht  
Council Member Jeff Bass  
Council Member B.J. Williams  
Council Member Carissa Dutton  
Council Member Dylan Hedrick  
Council Member Chris Ott

**Absent:** Council Member Kris Beard

**Staff Present:** City Manager Jud Rex  
Deputy City Manager Mitch Bates  
Assistant City Manager Andy Hesser  
Assistant City Manager Crystal Owens  
Assistant City Manager Phil Urrutia  
City Attorney Brian England  
City Secretary Jennifer Stubbs  
Deputy City Secretary Tracy Allmendinger  
Chief Financial Officer Matthew Watson  
Chief Communications Officer Tiffany Veno  
Interim Planning Director Angela Self

### **LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE**

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Mayor Pro Tem Moore provided the legislative prayer and led those in attendance in reciting the Pledge of Allegiance to the Flag of the United States of America.

### **MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS**

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

- **Hispanic Heritage Month Proclamation**

Mayor LeMay read and presented the proclamation to Tony Torres and members of the Garland Association for Hispanic Affairs.

- **Pet of the Month**

Christie Fuentes announced the pet of the month; Lucy.

## **CONSENT AGENDA**

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

Mayor Pro Tem Moore made a motion to approve the consent agenda. Councilmember Bass seconded the motion. All voted in favor. The motion carried. Mayor LeMay announced that Councilmember Beard was absent.

1. **APPROVED Approve the minutes of the August 20, 2024 Regular Meeting**
2. **APPROVED Approve the minutes of the August 17, 2024 Special Meeting**
3. **Approve the following bids:**
  - a. **APPROVED GP&L Transmission and Substation Technical Consulting Services** **Bid No. 0945-24**  
  
**Principle Services, LLC.** **\$2,000,000.00**  
  
*The purpose of this request is to obtain as-needed technical consulting services for GP&L and TMPA Transmission and Substation operations and CIP projects. Services will include project management, cost tracking, procurement assistance, landowner relations, utility company coordination, construction management, contractor oversight, and other services as needed. Expenses associated with TMPA will be reimbursed at 100%. This approval is for a term agreement with three (3) optional renewals.*
  - b. **APPROVED GP&L College to Brand 138kV Transmission Line Steel Structures** **Bid No. 0827-24**  
  
**KBS Electrical Distributors, Inc.** **\$1,067,557.20**  
  
*This request is for the purchase of fifteen monopole steel structures and associated materials needed for the upgrade of the GP&L College to Brand 138kV Transmission Line. This is part of the approved GP&L College to Brand 138kV Line Upgrade CIP project. An owner's contingency has been included for any unforeseen material items needed.*
  - c. **APPROVED GP&L Distribution System Vegetation Management** **Bid No. 1166-24**  
  
**Trees, Inc.** **\$1,175,000.00**  
  
*This request is to obtain a service contract for vegetation management activities as part of GP&L Distribution System maintenance operations. This approval is for a term agreement with four (4) optional renewals.*
  - d. **APPROVED TMPA Makalu 138kV Transmission Line Engineering Services** **Bid No. 1348-24**  
  
**Burns & McDonnell Engineering Company, Inc.** **\$1,230,500.0**

*The purpose of this bid award is to obtain professional engineering services needed to support the construction of the TMPA Makalu 138kV Transmission Line. This is part of the approved TMPA Greenville Interchange to Pruitt New Line and Station CIP project and will be reimbursed at 100%.*

**e. APPROVED Employee Health Clinic Onsite Services Agreement**

**Bid No. 1369-24**

**CareATC**

**\$1,600,000.00**

*This request is to authorize the initiation of an Onsite Services Agreement providing oversight of the CityCare Employee Health Clinic.*

**f. APPROVED GP&L Lookout to NTT Connect CIP Project Materials**

**Bid No. 0569-23**

**MVA Power, Inc.**

**\$59,192.31**

*This request is to obtain change order No. 1 to Purchase Order 35401 issued for GP&L Lookout NTT Connect expansion materials. This change order will add additional alloy tubing and associated materials needed for the completion of the expansion. This is part of the approved GP&L Lookout NTT Connect CIP project.*

**4. APPROVED Amendment to the Tax Roll**

*Approve an Ordinance to amend the tax roll by \$184,473.26 by removing uncollectible ad valorem taxes as recommended by generally accepted accounting principles.*

**5. APPROVED Request for Development Assistance from DDI Garland, LLC**

*Approve an incentive agreement regarding a proposed 172,000 sf datacenter development, located at PGBT & Holford Rd. The project is expected to include \$117 million in initial capital investment and a potential additional \$328 million capital investment. The incentive includes a rebate of development fees up to \$500,000, a 2-year rebate of 40% business personal property tax and a 4-year rebate of 40% real estate tax.*

**6. APPROVED Employee Health Clinic Facility Rental**

*Approve a lease agreement to relocate the employee health clinic.*

**7. APPROVED Request for Development Assistance from Digital Garland Campbell, LP**

*Approve an incentive agreement for a datacenter campus on 45 acres at President George Bush Turnpike & Holford Road. The project plans up to four buildings with a \$160 million investment per building, totaling over 1 million square feet. The incentives include a 50% sales tax rebate for 20 years, with minimum purchase requirements, and a 4-year, 40% rebate on both business personal property and real estate taxes per phase of construction.*

**8. APPROVED Parking Restrictions on Patricia Drive**

*Approve an Ordinance that will restrict parking along Patricia Lane between English Drive and Stonehenge Drive.*

**9. APPROVED Regulation of Murals**

*Approve an Ordinance amending Section 4.78(M) of the GDC to establish regulatory guidelines on original art displays on commercial property.*

**10. APPROVED Request for an Approval of an Incentive Agreement with C & M Villareal Family Limited Partnership**

*Approve an incentive agreement regarding a proposed office development, located at PGBT & North Garland Avenue. The developer will receive a development fee rebate up to \$150,000.*

**11. APPROVED Household Hazardous Waste Interlocal Agreement Renewal**

*Authorize the City Manager to execute the ILA between Dallas County and the City of Garland.*

**12. APPROVED Ordinance Amending Chapter 32 of the Code of Ordinances Relating to Tax Exemptions of Housing Finance Corporations**

*Approve an amendment to Chapter 32, "Property Sanitation and Housing Services," of the Garland Code of Ordinances by adding an Article IV, "Ad Valorem Tax Exemptions for Housing Finance Corporations."*

**13. APPROVED City of Garland Mission and Vision Statement**

*Approve the revised mission and vision statements for the City of Garland.*

**ITEMS FOR INDIVIDUAL CONSIDERATION**

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

**14. PUBLIC HEARING HELD: Public Hearing on Proposed FY 2024-25 Tax Rate**

*The Texas Property Tax Code, Section 26.05 (d), provides that a governing body may not adopt a tax rate that exceeds the lower of the voter approval rate or the no-new-revenue tax rate until the governing body has held a public hearing on the proposed tax rate and has otherwise complied with Section 26.06 and Section 26.065 of the Texas Property Tax Code. At the Public Hearing, all interested persons shall be allowed to be heard for or against the 2024-25 proposed tax rate.*

There was no one who wished to speak under the Public Hearing Item. Mayor LeMay closed the Public Hearing.

**15. PUBLIC HEARING HELD: Public Hearing on the 2024-25 Proposed Budget**

*Section 5, Article VIII, of the City Charter, requires that a Public Hearing be held on the Proposed Budget for the coming fiscal year. At the Public Hearing, all interested persons shall be allowed to be heard for or against any item contained in the Proposed Budget.*

Speakers on the Item: David Riggs, Shane Newsom, Irene Ryan, and Julissa Vicencio.

Registered Positions on the Item Not Speaking: Rhonda Spence, Margaret Sternicki, and Paula Sternicki.

Mayor LeMay closed the Public Hearing.

**16. APPROVED Ordinance to Ratify the Property Tax Revenue for 2024-25**

*As required by Local Government Code 102.007, the adoption of a Budget that raises more property tax revenue than was generated the previous year requires three votes by the City Council: (a) one vote to "ratify" the property tax revenue increase reflected in the Budget, (b) one vote to adopt the Budget, and (c) one vote to adopt the tax rate. This Ordinance ratifies the property tax revenue increase as reflected in the 2024-25 Annual Operating Budget by adding the following statement:*



*This budget will raise more revenue from property taxes than last year's budget by an amount of \$21,056,894 which is a 13.31 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$2,050,244.*

*An ordinance reflecting the ratification of the property tax revenue increase will be prepared for the Mayor's signature upon final vote and approval from the City Council.*

Mayor Pro Tem Moore made a motion to move that the City Council ratify a property tax revenue increase of \$21,056,894 from last fiscal year's budget, of which \$2,050,244 is tax revenue to be raised from new property added to the tax roll. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

#### **17. APPROVED Adoption of the 2024-25 Annual Operating Budget**

*In accordance with the City Charter, the City Manager presented his recommended Budget for fiscal year 2024-25 to the City Council on August 5, 2024. Copies were made available for public inspection at the City libraries, the City Secretary's Office, and on the City's website. Public Hearings on the FY 2024-25 Proposed Budget were held on August 20, 2024, and September 3, 2024. An ordinance reflecting final decisions regarding the Budget for 2024-25 and revised budgets will be prepared for the Mayor's signature upon final direction from the City Council.*

Mayor Pro Tem Moore made a motion to move to ratify the property tax rate presented by staff and reflected in this budget. Councilmember Hedrick seconded the motion. All voted in favor. The motion carried.

Mayor Pro Tem Moore made a motion to move to approve the City Manager's Budget with the following changes: The addition of \$35,000 Economic Development Fund expenditures for a public art campaign, and the addition of non-resident facility rental fees for Holford Recreation & Aquatic Center, an increase of \$2,600 to the General Fund's revenue. Deputy Mayor Pro Tem Lucht seconded the motion. All voted in favor. The motion carried.

#### **18. APPROVED Adoption of 2024-25 Property Tax Rate**

*The City Council has considered an ad valorem tax rate of 68.9746 cents per \$100 of valuation for the fiscal year beginning October 1, 2024. All meetings, notices and public hearing requirements related to the adoption of the tax rate have been met in accordance with state law.*

Mayor Pro Tem Moore made a motion to move that the property tax rate be increased by the adoption of a tax rate of 68.9746 cents per \$100, which is effectively a 12.3 percent increase in the tax rate. He stated that his motion will be in two parts:

Mayor Pro Tem Moore made a motion that the rate for debt service be approved in the amount of thirty-nine and ninety-two hundredths of a cent. Councilmember Hedrick seconded the motion. The vote was: Mayor LeMay, yes; Mayor Pro Tem Moore, yes, Deputy Mayor Pro Tem Lucht, yes; Councilmember Bass, yes; Councilmember Williams, yes; Councilmember Dutton, no; Councilmember Hedrick, yes; and Councilmember Ott, yes. The motion carried.

Mayor Pro Tem Moore made a motion to move that the rate for maintenance and operations be approved in the amount of twenty-nine and four hundredths of a cent. Councilmember Bass seconded the motion. The vote was: Mayor LeMay, yes; Mayor Pro Tem Moore, yes, Deputy Mayor Pro Tem Lucht, yes; Councilmember Bass, yes; Councilmember Williams, yes; Councilmember Dutton, no; Councilmember Hedrick, yes; and Councilmember Ott, yes. The motion carried.

#### **19. APPROVED Consider an Ordinance to Issue Tax Notes, Series 2024**

*Council to consider an ordinance authorizing the issuance of tax notes of approximately \$45.8 million.*

Mayor Pro Tem Moore made a motion to approve as presented. Councilmember Hedrick seconded the motion. All voted in favor. The motion carried.

**20. APPROVED Rate and Fee Changes for 2024-25**

*In considering the 2024-25 Annual Operating Budget, the City Council reviewed adjustments to existing rates and fees, the addition of new fees, and the elimination of certain fees, as outlined in the Master Fee and Rate Schedule. Revenue estimates included in the 2024-25 Annual Operating Budget are based on these actions. An ordinance will be prepared for the Mayor's signature once final direction has been given by the Council.*

Mayor Pro Tem Moore made a motion to approve the Fee and Rate Ordinance as presented with the budget and discussed with City Council. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

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

**a. APPROVED Consider a request by JQ Infrastructure proposing a Water Storage Tank. The site is located at 2301 Lookout Drive in District 1.**

*Consider and take appropriate action on the application of JQ Infrastructure, requesting approval of an amendment to Planned Development (PD) District 23-46 for Mixed Uses to 1) Amend Table 5-1 (Schedule of Uses) to add the Ground Water Storage Tank Use to the Employment Mixed Use (EMU) Character Zone and 2) a Detail Plan for a Ground Water Storage Tank Use. This property is located at 2301 Lookout Drive. (District 1) (File Z 23-07)*

Ms. Self, Interim Planning Director, provided a presentation and answered questions of the Council.

Applicants Speaking: Rj Muraski, Chris Bitter, and Travis Markham.

Councilmember Bass made a motion to approve the request as presented. Mayor Pro Tem Moore seconded the motion. All voted in favor. The motion carried.

**b. APPROVED Consider a request by Moin Muhammad, proposing a change in zoning from Industrial (IN) District to Community Retail (CR) District. The site is located at 1010 North Shiloh Road in District 8.**

*Consider and take appropriate action on the application of Moin Muhammad, requesting approval of a Change in Zoning from Industrial (IN) District to Community Retail (CR) District. This property is located at 1010 N Shiloh Road. (District 8) (File Z 24-27)*

Ms. Self, Interim Planning Director, provided a presentation and answered questions of the Council.

Applicant Speaking: Moin Muhammad.

Councilmember Ott made a motion to approve the request as presented. Deputy Mayor Pro Tem Lucht seconded the motion. All voted in favor. The motion carried.

**CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS**

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

**22. Mayor Pro Tem Ed Moore**

- Xavier Price-Garland Youth Council

Mayor Pro Tem Moore made a motion to approve Xavier Price to the Garland Youth Council. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

### **CITIZEN COMMENTS**

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

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Mayor LeMay adjourned the meeting at 7:58 p.m.

Submitted By:

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Scott LeMay, Mayor

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Jennifer Stubbs, City Secretary



**GARLAND**  
**PURCHASING REPORT**

**City Council Regular Session**

2. a.

**Meeting Date:** 09/17/2024

**Item Title:** GP&L Oates Road 138kV Substation Rebuild Engineering Services

**Submitted By:** Steve Martin, GP&L Transmission  
Director

**Bid Number:** 1397-24

---

**Purchase Justification:**

This request is to obtain professional engineering services needed to support the rebuild of the GP&L Oates Road Substation. This is part of the approved GP&L Oates Road Substation Rebuild CIP project.

**Evaluation:**

Burns & McDonnell was selected as the Most Qualified firm for this project from RFQ 0753-19. As competitive bids were not received, a Bid Recap is not included.

**Award Recommendation:**

| <i><b>Vendor</b></i>                        | <i><b>Item</b></i> | <i><b>Amount</b></i>  |
|---------------------------------------------|--------------------|-----------------------|
| Burns & McDonnell Engineering Company, Inc. | All                | \$3,937,250.00        |
|                                             |                    |                       |
|                                             |                    |                       |
|                                             | <b>TOTAL:</b>      | <b>\$3,937,250.00</b> |

**Basis for Award:**

Most Qualified

**Purchase Requisition #:**

52157

---

**Fiscal Impact**

**Total Project/Account:** \$4,500,000

**Expended/Encumbered to Date (Including this Item):** \$3,937,546

**Proposed Balance:** \$562,454

**Account #:** 210-3799-3180801-7111

**Fund/Dept/Project Description and Comments:**

Electric CIP / Substations Upgrades Program

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**Budget Type:**

CIP

**Fiscal Year:**

2024

**Document Location:**

Page 274

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**Budget Director Approval:**

Allyson Bell Steadman

**Approval Date:**

09/03/2024

**Purchasing Director Approval:**

Gary L. Holcomb

**Approval Date:**

08/30/2024



**GARLAND**  
**PURCHASING REPORT**

**City Council Regular Session**

2. b.

**Meeting Date:** 09/17/2024

**Item Title:** Naaman School Road Construction Services

**Submitted By:** Monique Fosco, Controllers

**Bid Number:** 1042-24

**Purchase Justification:**

This request is to provide construction services for Naaman School Road between Brand Road and State Highway 78 (Lavon Drive). The existing two-lane asphalt road will be reconstructed into a four-lane concrete divided thoroughfare with a twelve-foot shared-use path along the north side of the road. The project also includes two new bridges over Spring Creek (eastbound and westbound) to elevate the roadway above the 100-year floodplain as well as storm drainage, water, wastewater, signals, sidewalks, lighting, and landscape improvements. This project is part of the 2019 Bond Program, funded in part with American Rescue Plan Act (ARPA) funding, and approved in the 2024 CIP.

**Evaluation:**

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

**Award Recommendation:**

| <i>Vendor</i>          | <i>Item</i>   | <i>Amount</i>          |
|------------------------|---------------|------------------------|
| DDM Construction Corp. | All           | \$28,777,788.80        |
| Owner's Contingency    |               | 2,877,779.00           |
|                        |               |                        |
|                        | <b>TOTAL:</b> | <b>\$31,655,566.80</b> |

**Basis for Award:**

Straight Low Bid

**Purchase Requisition #:**

52153

**Fiscal Impact**

**Total Project/Account:** \$43,951,844 \*

**Expended/Encumbered to Date (Including this Item):** \$38,771,839

**Proposed Balance:** \$5,180,005

**Account #:** Various

**Fund/Dept/Project Description and Comments:**

|                                                                       |                                                                                                                               |                     |
|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Streets & Transportation CIP / Naaman School Rd. (Brand to S.H. 78) * | 661-1429-1430200-9011,<br>650-1429-1430200-9011,<br>624-1429-1430204-9011,<br>651-1429-1430219-9011,<br>692-1429-1430214-9011 | \$24,610,673        |
| Water CIP / Relocation of Mains Prior to Paving                       | 220-4049-3019200-9214                                                                                                         | \$5,121,993         |
| Wastewater Collection / Relocation of Mains Prior to Paving           | 230-4149-3215700-9305                                                                                                         | \$1,922,901         |
|                                                                       | <b>TOTAL</b>                                                                                                                  | <b>\$31,655,567</b> |

\* Funding for the Naaman School Road (Brand to S.H. 78) project will continue through 2027, as reflected in the 2024 CIP.

**Attachments**

Bid Recap

|                               |                       |                |            |
|-------------------------------|-----------------------|----------------|------------|
| Budget Type:                  | CIP                   |                |            |
| Fiscal Year:                  | 2024                  |                |            |
| Document Location:            | Pages 88, 218 & 242   |                |            |
| Budget Director Approval:     | Allyson Bell Steadman | Approval Date: | 09/04/2024 |
| Purchasing Director Approval: | Gary L. Holcomb       | Approval Date: | 08/30/2024 |









**GARLAND**  
**PURCHASING REPORT**

City Council Regular Session

2. c.

Meeting Date: 09/17/2024

Item Title: Firefighting Bunker Gear Replacement

Submitted By: Mark Lee, Fire Chief

Bid Number: 1366-24

---

**Purchase Justification:**

This request is for bunker gear replacement including Firefighter PPE, primary, secondary, and replacement sets. This approval is for a term agreement with four optional renewals.

**Evaluation:**

The Firefighting bunker gear is available from NAFECO through the BuyBoard Cooperative Purchasing Contract 698-23. As competitive bids were not received, a Bid Recap is not included.

**Award Recommendation:**

| <i>Vendor</i> | <i>Item</i>   | <i>Amount</i>       |
|---------------|---------------|---------------------|
| NAFECO        | All           | \$500,000.00        |
|               |               |                     |
|               |               |                     |
|               | <b>TOTAL:</b> | <b>\$500,000.00</b> |

**Basis for Award:**

Cooperative Purchase

**Purchase Requisition #:**

52069

---

**Fiscal Impact**

**Total Project/Account:**

N/A

**Expended/Encumbered to Date (Including this Item):**

N/A

**Proposed Balance:**

N/A

**Account #:**

100-1321-6005

**Fund/Dept/Project Description and Comments:**

Term Contract sets price but does not commit funds. Expenses will be charged to Fire Operations accounts as incurred.

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**Budget Type:**

Operating Budget

**Fiscal Year:**

2024-25

**Document Location:**

FY 2024-25 Proposed Budget Page 77

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**Budget Director Approval:**

Allyson Bell Steadman

**Approval Date:**

09/05/2024

**Purchasing Director Approval:**

Gary L. Holcomb

**Approval Date:**

09/05/2024



**GARLAND**  
**PURCHASING REPORT**

**City Council Regular Session**

**2. d.**

**Meeting Date:** 09/17/2024

**Item Title:** Five Replacement Ambulance Bodies for the Garland Fire Department

**Submitted By:** Garth Sanich, Director of Fleet Services

**Bid Number:** 1419-24

---

**Purchase Justification:**

This purchase is for five replacement Frazer Ambulance Bodies for the Garland Fire Department.

**Evaluation:**

The ambulance chassis and bodies are available from Frazer, LTD. through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract AM10-23. As competitive bids were not received, a Bid Recap is not included.

**Award Recommendation:**

| <i>Vendor</i> | <i>Item</i>   | <i>Amount</i>         |
|---------------|---------------|-----------------------|
| Frazer, LTD.  | All           | \$1,578,272.17        |
|               |               |                       |
|               |               |                       |
|               | <b>TOTAL:</b> | <b>\$1,578,272.17</b> |

**Basis for Award:**

Cooperative Purchase

**Purchase Requisition #:**

52183

---

**Fiscal Impact**

**Total Project/Account:** \$6,656,905

**Expended/Encumbered to Date (Including this Item):** \$5,433,962

**Proposed Balance:** \$1,222,943

**Account #:** Various

**Fund/Dept/Project Description and Comments:**

|                                                                          |                       |                    |
|--------------------------------------------------------------------------|-----------------------|--------------------|
| Public Safety CIP / Ambulance Replacement - Three Units Approved in 2023 | 691-1399-1210723-9009 | \$ 913,012         |
| Public Safety CIP / Ambulance Replacement - Two Units Approved in 2024   | 691-1399-1210724-9009 | 665,260            |
| <b>Total</b>                                                             |                       | <b>\$1,578,272</b> |

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**Attachments**

Units being replaced-fire

**Budget Type:**

CIP

**Fiscal Year:**

2024

**Document Location:**

Page 144

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**Budget Director Approval:**

Allyson Bell Steadman

**Approval Date:**

09/03/2024

**Purchasing Director Approval:**

Gary L. Holcomb

**Approval Date:**

08/30/2024

| <b><u>Units being replaced:</u></b> |                               | MILES | HOURS |
|-------------------------------------|-------------------------------|-------|-------|
| 130-0820                            | 2017 Dodge Ram 3500 Ambulance |       | 5,699 |
| 130-0821                            | 2017 Dodge Ram 4500 Ambulance |       | 6,791 |
| 130-0822                            | 2017 Dodge Ram 4500 Ambulance |       | 7,421 |
| 130-0826                            | 2018 Dodge Ram 5500 Ambulance |       | 7,840 |
| 130-0827                            | 2018 Dodge Ram 5500 Ambulance |       | 7,684 |



**GARLAND**  
**PURCHASING REPORT**

**City Council Regular Session**

2. e.

**Meeting Date:** 09/17/2024

**Item Title:** GP&L Oakland Substation Electrical Construction

**Submitted By:** Steve Martin, GP&L Transmission  
Director

**Bid Number:** 1144-24

**Purchase Justification:**

This request is to obtain electrical construction services for the GP&L Oakland Substation. Services include all electrical connections, bus work, and control enclosure installations needed for the station. This is part of the approved GP&L Oakland Substation Rebuild CIP project. An owner's contingency is included for any additional materials that may be required.

**Evaluation:**

A request for bids was issued in accordance with Purchasing procedures. Four (4) bids were received and evaluated based on the published criteria. 5 Star Electric and MasTec North America, Inc. were deemed non-responsive due to not meeting the bid specifications. Primoris T&D Services, LLC. received the highest evaluated score, offering the Best Value for the City.

**Award Recommendation:**

| <i>Vendor</i>               | <i>Item</i>   | <i>Amount</i>         |
|-----------------------------|---------------|-----------------------|
| Primoris T&D Services, LLC. | All           | \$6,479,352.56        |
| Owner's Contingency         |               | 970,647.44            |
|                             |               |                       |
|                             | <b>TOTAL:</b> | <b>\$7,450,000.00</b> |

**Basis for Award:**

Best Value

**Purchase Requisition #:**

51762

**Fiscal Impact**

**Total Project/Account:** \$16,734,800

**Expended/Encumbered to Date (Including this Item):** \$14,882,887

**Proposed Balance:** \$1,851,913

**Account #:** 210-3799-3179801-7111

**Fund/Dept/Project Description and Comments:**

Electric CIP / Substations Upgrades Program

**Attachments**

**Bid Recap**

**Budget Type:**

CIP

**Fiscal Year:**

2024

**Document Location:**

Page 274

**Budget Director Approval:**

Allyson Bell Steadman

**Approval Date:**

09/04/2024

**Purchasing Director Approval:**

Gary L. Holcomb

**Approval Date:**

09/04/2024





**GARLAND**  
**PURCHASING REPORT**

**City Council Regular Session**

2. f.

**Meeting Date:** 09/17/2024

**Item Title:** Term Contract for Major Medical Services

**Submitted By:** Kristen Smith, Managing Director

**Bid Number:** 0711-24

**Purchase Justification:**

This request is to authorize the award of term contracts for medical third-party administration (TPA), pharmacy services (Rx), stop loss, dental, and vision insurance. This approval is for a one (1) year term contract with two (2) optional renewals.

**Evaluation:**

A request for proposals was issued in accordance with Purchasing procedures. Nineteen (19) proposals were received and evaluated based on the published criteria. Blue Cross Blue Shield of Texas, Metropolitan Life Insurance Company, and VSP Vision Care received the highest evaluated scores in their respective categories, offering the Best Value for the City.

**Award Recommendation:**

| <i><b>Vendor</b></i>                | <i><b>Item</b></i>             | <i><b>Amount</b></i>  |
|-------------------------------------|--------------------------------|-----------------------|
| Blue Cross Blue Shield of Texas     | TPA, Rx, Stop Loss, and Dental | \$9,618,809.00        |
| Blue Cross Blue Shield of Texas     | Premium Credits & Rebates      | (\$5,964,545.00)      |
| Metropolitan Life Insurance Company | Employee Vision                | \$264,645.00          |
| VSP Vision Care                     | Retiree Vision                 | \$79,511.00           |
|                                     | <b>TOTAL:</b>                  | <b>\$3,998,420.00</b> |

**Basis for Award:**

Best Value

**Purchase Requisition #:**

N/A

**Fiscal Impact**

**Total Project/Account:** \$55,193,573

**Expended/Encumbered to Date (Including this Item):** \$5,598,420

**Proposed Balance:** \$49,595,153

**Account #:** Various

**Fund/Dept/Project Description and Comments:**

Group Health Insurance Fund

Various accounts include: 401-1194-7151, 401-1194-740208, 401-1194-7401, 401-1194-740101, 401-1196-740208, 401-1196-7151, and 401-1196-740206

**Attachments**

Bid Recap

Budget Type:

Operating Budget

Fiscal Year:

2024-25

Document Location:

FY 2024-25 Proposed Budget Page 314

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Budget Director Approval:

Allyson Bell Steadman

Approval Date:

09/03/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

08/30/2024































**GARLAND**  
**PURCHASING REPORT**

City Council Regular Session

2. g.

Meeting Date: 09/17/2024

Item Title: Stryker Ambulance Powered Cots and Powered Cot Loaders

Submitted By: Mark Lee, Fire Chief

Bid Number: 1363-24

**Purchase Justification:**

This request is for the purchase of ambulance cots and cot loader systems for 5 new ambulances approved for replacement in the 2023 and 2024 CIP.

**Evaluation:**

Stryker Sales Corp. is the manufacturer and Sole Source provider for the cots and cot loader systems. The quote allows trade in allowances. Sole source due to captive replacement parts and components. As competitive bids were not received, a Bid Recap is not included.

**Award Recommendation:**

| <i>Vendor</i>       | <i>Item</i>   | <i>Amount</i>       |
|---------------------|---------------|---------------------|
| Stryker Sales Corp. | All           | \$318,322.23        |
|                     |               |                     |
|                     |               |                     |
|                     | <b>TOTAL:</b> | <b>\$318,322.23</b> |

Basis for Award:

Sole Source

Purchase Requisition #:

52086

**Fiscal Impact**

Total Project/Account: \$6,656,905

Expended/Encumbered to Date (Including this Item): \$3,855,690

Proposed Balance: \$2,801,215

Account #: Various

**Fund/Dept/Project Description and Comments:**

|                                                                          |                       |                  |
|--------------------------------------------------------------------------|-----------------------|------------------|
| Public Safety CIP / Ambulance Replacement - Three Units Approved in 2023 | 691-1399-1210723-9009 | \$196,177        |
| Public Safety CIP / Ambulance Replacement - Two Units Approved in 2024   | 691-1399-1210724-9009 | 122,145          |
| <b>Total</b>                                                             |                       | <b>\$318,322</b> |

Budget Type:

CIP

Fiscal Year:

2024

Document Location:

Page 144

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

09/05/2024

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

09/04/2024



**GARLAND**  
**PURCHASING REPORT**

**City Council Regular Session**

2. h.

**Meeting Date:** 09/17/2024

**Item Title:** GP&L Campbell Substation Terminal Upgrade Electrical Construction

**Submitted By:** Steve Martin, GP&L Transmission  
Director

**Bid Number:** 1224-24

**Purchase Justification:**

This request is to obtain electrical construction services for a terminal upgrade at the GP&L Campbell Substation. This is part of the approved GP&L Campbell Terminal to Holford CIP project. An owner's contingency is included for any additional services that may be required.

**Evaluation:**

A request for bids was issued in accordance with Purchasing procedures. Seven (7) bids were received and evaluated based on the published criteria. 5 Star Electric and Powerserve Technologies, Inc. were deemed non-responsive due to submitting incomplete bids. Irby Construction Company was deemed non-responsive due to submitting a bid price that was out of competitive range. Primoris T&D Services, LLC. received the highest evaluated score, offering the Best Value for the City.

**Award Recommendation:**

| <i>Vendor</i>               | <i>Item</i>   | <i>Amount</i>       |
|-----------------------------|---------------|---------------------|
| Primoris T&D Services, LLC. | All           | \$392,955.50        |
| Owner's Contingency         |               | 97,044.50           |
|                             |               |                     |
|                             | <b>TOTAL:</b> | <b>\$490,000.00</b> |

**Basis for Award:**

Best Value

**Purchase Requisition #:**

51876

**Fiscal Impact**

**Total Project/Account:** \$4,500,000

**Expended/Encumbered to Date (Including this Item):** \$2,079,751

**Proposed Balance:** \$2,420,249

**Account #:** 210-3799-3180901-7111

**Fund/Dept/Project Description and Comments:**

Electric CIP / Substations Upgrades Program

**Attachments**

**Bid Recap**

**Budget Type:**

CIP

**Fiscal Year:**

2024

**Document Location:**

Page 274

**Budget Director Approval:**

Allyson Bell Steadman

**Approval Date:**

09/03/2024

**Purchasing Director Approval:**

Gary L. Holcomb

**Approval Date:**

08/30/2024







**GARLAND**  
**PURCHASING REPORT**

**City Council Regular Session**

2. i.

**Meeting Date:** 09/17/2024

**Item Title:** GP&L Emergency Distribution Restoration Services

**Submitted By:** Jonas Whitehead, GP&L Distribution  
Director

**Bid Number:** 1063-24

---

**Purchase Justification:**

This request is to obtain Change Order #2 to Purchase Order 36488 issued for emergency GP&L Distribution restoration services from the May 28th storm.

**Evaluation:**

Mastec was awarded the original PO 36488 in the amount of \$100,000.00 on May 30, 2024. Change order #1 was approved in the amount of \$131,195.56 on August 8, 2024. As competitive bids were not received for the change order, a Bid Recap is not included.

**Award Recommendation:**

| <i><b>Vendor</b></i> | <i><b>Item</b></i> | <i><b>Amount</b></i> |
|----------------------|--------------------|----------------------|
| MasTec North America | All                | \$61,425.87          |
|                      |                    |                      |
|                      |                    |                      |
|                      | <b>TOTAL:</b>      | <b>\$61,425.87</b>   |

**Basis for Award:**

Change Order

**Purchase Requisition #:**

52095

---

**Fiscal Impact**

**Total Project/Account:**

NA

**Expended/Encumbered to Date (Including this Item):**

NA

**Proposed Balance:**

NA

**Account #:**

451-6999

**Fund/Dept/Project Description and Comments:**

Term Contract sets price but does not commit funds. Expenses will be charged to GP&L Operating and CIP accounts as incurred.

---

**Budget Type:**

Operating Budget  
CIP

**Fiscal Year:**

2023-24

**Document Location:**

Op. - Page 231, CIP - Page 271

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**Budget Director Approval:**

Allyson Bell Steadman

**Approval Date:**

09/03/2024

**Purchasing Director Approval:**

Gary L. Holcomb

**Approval Date:**

08/30/2024





**GARLAND**  
**CITY COUNCIL STAFF REPORT**

**City Council Regular Session**

**3. a.**

**Meeting Date:** 09/17/2024

**Title:** Z 24-27 Moin Muhammad (District 8)

**Submitted By:** Angela Self, Planning Administrator

---

**Issue/Summary**

Zoning Ordinance Z 24-27 Moin Muhammad

**Background**

Zoning Case Z 24-27 was approved via public hearing during the September 3, 2024 Regular City Council meeting.

**Consideration / Recommendation**

Consider adoption of the attached ordinance.

---

**Attachments**

Z 24-27 Ordinance

Z 24-27 Exhibit A

---

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A CHANGE IN ZONING FROM INDUSTRIAL (IN) DISTRICT TO COMMUNITY RETAIL (CR) DISTRICT ON A 1.766-ACRE TRACT OF LAND LOCATED AT 1010 NORTH SHILOH ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, at its regular meeting held on the 12th day of August 2024, the Plan Commission did consider and make recommendations on a certain request for a Change in Zoning from Industrial (IN) District to Community Retail (CR) District by **Moin Muhammad**; 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 a Change in Zoning from Industrial (IN) District to Community Retail (CR) District and being more particularly described in "Exhibit A", attached hereto and made a part hereof.

**Section 2**

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

**Section 3**

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

#### **Section 4**

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

#### **Section 5**

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

#### **Section 6**

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

#### **Section 7**

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

FILE NO. Z 24-27

**PASSED AND APPROVED** this\_\_\_\_\_ day of \_\_\_\_\_,  
2024.

**THE CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**Published:**

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Zoning File Z 24-27**

Being a 1.766-acre tract or parcel of land situated in the John W. Keen survey. Abstract number 738. In the city of Garland. Dallas county. Texas. And being a portion of lot 1. Block 1 of Garland Cr. An addition to the city of Garland as recorded in instrument number 201100022643. Official public records. Dallas county, Texas. More particularly described by metes and bounds as follows.

Commencing at a ½-inch iron rod with pink cap stamped "x" found for the southwest corner of said lot 1. Block 1 and the northwest corner of lot 2a. Block 1 of the replat of Pinner addition. An addition to the city of Garland, Texas as recorded in volume 97180. Page 1557. Deed records. Dallas county, Texas. And said point being in the east line of North Shiloh Road (a 100-foot-wide public right-of-way).

Thence north 00°22'37" west following the west line of said lot 1. Block 1 and the east line of said North Shiloh Road for a distance of 91.46 feet to a set 5/8-inch iron rod with a 2" aluminum cap stamped "survey works firm 10194157" at the point of beginning for the southwest corner of the herein described tract.

Thence continuing north 00°22'37" west following the west line of said lot 1. Block 1 and the east line of said North Shiloh Road for a distance of 208.47 feet to a found chiseled "x" in concrete at the northwest corner of said lot 1. Block 1 and a western corner of lot 2 block 1. Of Garland Cr. For the northwestern corner of the herein described tract/

Thence following the common line between said lot 1 and lot 2. Block 1, Garland CR the following three (3) courses and distances

1. North 44°18'59" east a distance of 14.18 feet to a found ½-inch iron rod with pink plastic cap stamped "survey works".

2. North  $71^{\circ}36'51''$  east a distance of 39.98 feet to a found  $\frac{1}{2}$ -inch iron rod with pink plastic cap stamped "survey works". And

3. North  $89^{\circ}37'44''$  east a distance of 39.61 feet to a calculated point in said common line.

Thence departing said common line over and across said lot 1. Block 1. Garland CR the following seven (7) courses and distances:

1. North  $85^{\circ}25'47''$  east a distance of 215.86 feet to a set mag nail and washer stamped "survey works". For the northeast corner of the herein described tract.

2. South  $04^{\circ}53'23''$  east a distance of 281.22 feet to a set 5/8-inch iron rod with pink plastic cap stamped "survey works firm 10194157" for the southeast corner of the herein described tract.

3. South  $85^{\circ}12'08''$  west a distance of 214.76 feet to a set 5/8-inch iron rod with pink plastic cap stamped "Survey works firm 10194157" at the beginning of a tangent curve to the right.

4. Continuing in a northwesterly direction along said curve to the right having an arc length of 30.08 feet. A radius of 90.00 feet. A central angle of  $19^{\circ}09'09''$  and a chord who bears north  $85^{\circ}13'18''$  west. 29.94 feet to a set 5/8-inch iron rod with pink plastic cap stamped "survey works firm 10194157."

5. North  $75^{\circ}38'43''$  west a distance of 67.44 feet to a set 5/8-inch iron rod with pink plastic cap stamped "survey works firm 10194157" at the beginning of a tangent curve to the left.

6. Continuing in a northwestern direction along said curve to the left having an arc length of 29.98 feet. A radius of 110.00 feet. A central angle of  $14^{\circ}43'54''$  and a chord who bears north  $83^{\circ}00'40''$  west 28.21 feet to a set 5/8-inch iron rod with pink plastic cap stamped "survey works firm 10184157" for corner, and

7. South  $89^{\circ}37'23''$  west a distance of 76.05 feet to the point of beginning and containing 1.766 acres of land more or less



**GARLAND**  
**CITY COUNCIL STAFF REPORT**

**City Council Regular Session**

3. b.

**Meeting Date:** 09/17/2024

**Title:** Z 23-07 JQ Infrastructure (District 1)

**Submitted By:** Angela Self, Planning Administrator

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**Issue/Summary**

Zoning Ordinance Z 23-07 JQ Infrastructure

**Background**

Zoning Case Z 23-07 was approved via public hearing during the September 3, 2024 Regular City Council meeting.

**Consideration / Recommendation**

Consider adoption of the attached ordinance.

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**Attachments**

Z 23-07 Ordinance

Z 23-07 Exhibit A

Z 23-07 Exhibit B

Z 23-07 Exhibit C

Z 23-07 Exhibit D

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) AN AMENDMENT TO TABLE 5-1 (SCHEDULE OF USES) OF PLANNED DEVELOPMENT (PD) DISTRICT 23-46 FOR MIXED USES AND (2) A DETAIL PLAN FOR A GROUND WATER STORAGE TANK USE ON A 16.335-ACRE TRACT OF LAND LOCATED AT 2301 LOOKOUT DRIVE PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, at its regular meeting held on the 12th day of August 2024, the Plan Commission did consider and make recommendations on a certain request for (1) an Amendment to Table 5-1 (Schedule of Uses) of Planned Development (PD) District 23-46 for Mixed Uses and (2) a Detail Plan for a Ground Water Storage Tank Use by **JQ Infrastructure**; 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 Table 5-1 (Schedule of Uses) of Planned Development (PD) District 23-46 for Mixed Uses and (2) a Detail Plan for a Ground Water Storage Tank Use. 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 23-07

**PASSED AND APPROVED** this\_\_\_\_\_ day of \_\_\_\_\_,  
2024.

**THE CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**Published:**

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Zoning File Z 23-07**

BEGINNING AT A "X" FOUND FOR CORNER AT THE INTERSECTION OF THE PRESENT NORTH LINE OF LOOKOUT DRIVE (AN 112 FOOT RIGHT OF WAY), WITH THE PRESENT WEST LINE OF TELECOM PARKWAY (AN 80 FOOT RIGHT OF WAY), ALSO BEING AT THE SOUTHEAST CORNER OF LOT 1, OF SAID SHILOH BUSINESS PARK;

THENCE S88°36'11"W, ALONG THE PRESENT NORTH LINE OF SAID LOOKOUT DRIVE, A DISTANCE OF 484.97 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND FOR CORNER, BEING AT THE SOUTHWEST CORNER OF LOT 1, OF SAID SHILOH BUSINESS PARK, ALSO BEING AT THE SOUTHEAST CORNER OF THE REMAINDER PORTION OF LOT 8, OF SAID POT O' GOLD GARDENS;

THENCE S89°01'43"W, CONTINUING ALONG THE PRESENT NORTH LINE OF SAID LOOKOUT DRIVE, A DISTANCE OF 303.78 FEET TO A 1/1" IRF FOUND FOR CORNER;

THENCE S88°33'33"W, CONTINUING ALONG THE PRESENT NORTH LINE OF SAID LOOKOUT DRIVE, A DISTANCE OF 122.22 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND FOR CORNER, BEING AT THE BEGINNING OF A RIGHT OF WAY ANGLE CLIP;

THENCE N55°39'45"W, ALONG SAID RIGHT OF WAY CLIP, A DISTANCE OF 99.00 FEET TO A TXDOT MONUMENT FOUND FOR CORNER, BEING AT THE INTERSECTION OF THE NORTHEAST LINE OF STATE HIGHWAY 190 (A VARIABLE RIGHT OF WAY);

**EXHIBIT A**

THENCE N23°14'25"W, ALONG THE NORTHEAST LINE OF SAID STATE HIGHWAY 190, A DISTANCE OF 471.56 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;

THENCE N19°13'19"W, A DISTANCE OF 158.87 FEET TO A TXDOT MONUMENT FOUND FOR CORNER, BEING AT THE SOUTHWEST CORNER OF THE REMAINDER PORTION OF THAT CALLED 8.84 ACRE TRACT OF LAND AS DESCRIBED TO NORTH TEXAS MUNICIPAL WATER DISTRICT, AS RECORDED IN VOLUME 872, PAGE 1706, OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS;

THENCE N88°42'16"E, DEPARTING THE NORTHEAST LINE OF SAID STATE HIGHWAY 190, ALONG THE SOUTH LINE OF SAID NORTH TEXAS MUNICIPAL WATER DISTRICT TRACT, PASSING AT 620.32 FEET A 5/8 INCH CAPPED IRON ROD FOUND FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID NORTH TEXAS MUNICIPAL WATER DISTRICT TRACT AND THE SOUTHWEST CORNER OF LOT 1, BLOCK A, OF TELECOM PARK, AN ADDITION TO THE CITY OF RICHARDSON, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 97110, PAGE 9102, OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, CONTINUING ALONG THE SOUTH LINE OF SAID TELECOM PARK, IN ALL A TOTAL DISTANCE OF 1227.95 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER IN THE WEST LINE OF SAID TELECOM PARKWAY;

THENCE S00°17'10"E, ALONG THE WEST LINE OF SAID TELECOM PARKWAY, A DISTANCE OF 646.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.335 ACRES OR 711,549 SQUARE FEET OF LAND.

## **PLANNED DEVELOPMENT CONDITIONS**

### **ZONING FILE Z 23-07**

**Northeast of PGBT/SH 190, west of Holford Road, and south of the City Limits line**

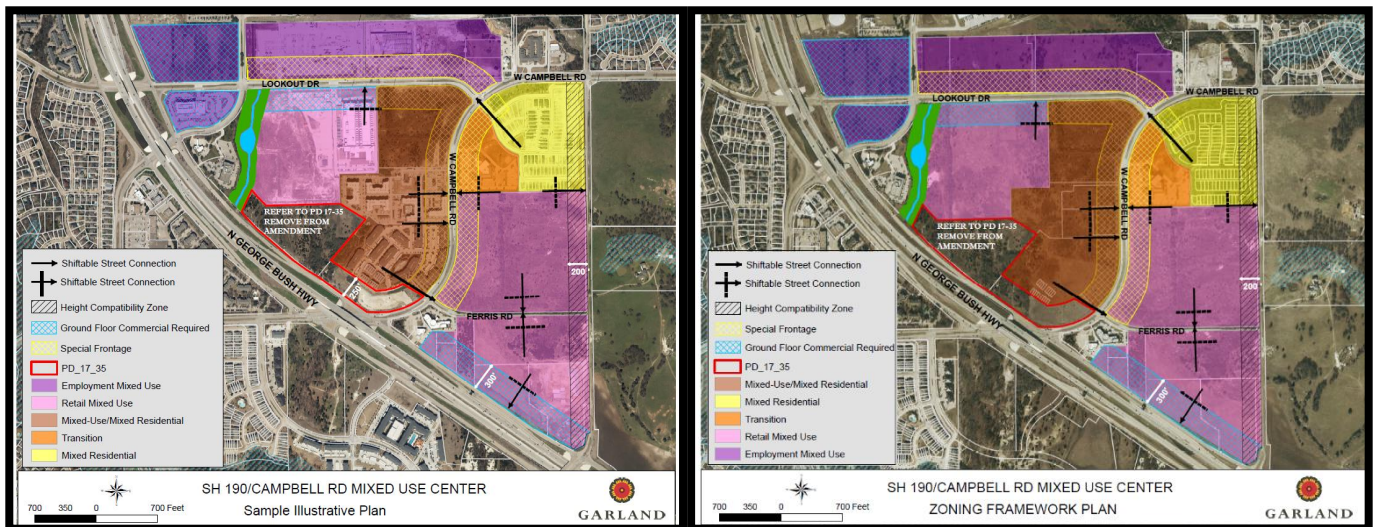
- I. Statement of Purpose:** The purpose of this Planned Development District amendment is to allow a Ground Storage Water Tank Use, provided the use is permitted by right and all other applicable requirements are met.
- II. Statement of Effect:** This Planned Development District shall not affect any regulation found in the Garland Development Code (GDC), Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations in Ordinance 6773 Garland Development Code (GDC), are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- Detail Plan: Development is to be in conformance with the approved Detail Plan labeled Exhibit C. In the event of conflict between the conditions and Detail Plan, the conditions listed below are to apply.
- V. Detail Plan:**
- A. Site Layout: The site shall be in conformance to the site layout reflected on Exhibit D.
- B. Screening and Landscaping: Screening and landscaping shall be in conformance to the layout reflected on Exhibit E.
- C. Elevations: The elevations shall be in general conformance to the elevations reflected on Exhibit F. standards shall be as provided within Exhibit C.
- VI. Specific Regulations:** All uses, conditions, processes and

# City of Garland

## SH 190/Campbell Mixed Use Center

### Planned Development District

June 8, 2015 -- Z 15-20  
AMENDED September 19, 2017 -- Z 17-35  
AMENDED August 18, 2020 -- Z 20-17  
AMENDED January 9, 2024 -- Z 23-46



Created for



# GARLAND

TEXAS MADE HERE

By:

GATEWAYPLANNING  
A VIALTA GROUP PARTNER

UPDATES BY CITY OF GARLAND, AS INDICATED ABOVE

EXHIBIT C

# **City of Garland SH 190/Campbell Mixed Use Center Planned Development District**

## **Table of Contents**

- I. Purpose and Intent
- II. Applicability
- III. SH 190/Campbell MUC-PD District Structure
- IV. Administration
- V. Schedule of Uses
- VI. Development Standards
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  - B. Performance and Design Standards
  - C. Site Development Standards
- VII. Definitions

## **Appendices:**

- A. Zoning Framework Plan
- B. Sample Illustrative Plans
- C. SH 190/Campbell MUC-PD District Structure and Review Process Flow Chart
- D. Street Design Standards and Typical Cross Sections

## **SH 190/Campbell Mixed Use Center Planned Development District**

### **I. Purpose and Intent**

The purpose and intent of the SH 190/Campbell Mixed Use Center Planned Development District (here after known as “MUC-PD”) is to implement the City’s vision for a vibrant and sustainable approach to the development of SH 190 Corridor and to encourage the continuation of the Telecom Corridor® through Garland by becoming a center for major employment office, technology, healthcare and support services, while encouraging, where feasible, a mix of complementary uses including housing, retail, offices, commercial services, and civic uses, supporting long term attractiveness for both employment uses and neighborhood uses. Specifically, the MUC-PD is intended to:

- A. Create short-term development momentum while allowing for long-term market opportunities for larger-scale employment uses;
- B. Establish a high level of development standards to create development of exemplary and enduring quality that fits into the City’s vision including Envision Garland 2030 as amended;
- C. Encourage the development of vertical and horizontal mixed-use areas that are safe, comfortable and attractive to pedestrians while protecting significant environmentally sensitive areas;
- D. Provide flexibility on the site and with design of new development to anticipate changes in the marketplace while establishing human-scaled buildings;
- E. Leverage the frontage and access to SH 190 and other regional corridors while preserving environmentally significant areas as “features” and not constraints, encouraging destination retail and other uses along the SH 190 Corridor with adjacent transitions to sustainable mixed use development patterns so that destination uses directly along the corridor are accessible internally by walking, cycling and driving;
- F. Create a variety of connected community gathering places and passive open spaces with trails to make walking and biking easy from one place to another and connect to off-site trails;
- G. Include a range of residential options that reflect changing lifestyles considering both market demand and City preferences;
- H. Provide appropriate transitions to protect adjacent neighborhoods and to promote sustained value;
- I. Encourage efficient uses of land; and
- J. Utilize existing and future transportation and parking assets efficiently in order to optimize both auto traffic on surrounding streets and on-site parking demand through design strategies and policy incentives that support use of multiple modes of transportation.

### **II. Applicability**

- A. The MUC-PD District (this Code) applies to the property shown as the PD 15-20 on the Zoning Map and the boundaries are as established in the Zoning Framework Plan in Appendix A.
- B. The provisions of the MUC-PD District (this Code), when in conflict, shall take precedence over those in the Garland Development Code (GDC) as amended except as noted herein. Development standards not addressed in this Code shall be governed by the GDC to the extent they are not in conflict with the intent of the MUC-PD District standards.



### III. SH 190/Campbell MUC-PD District Structure

A. MUC-PD District Structure: The following plans establish the structure within which the details of the PD District are calibrated to a specific Detail Plan (DP) at the time of development. The Sample Illustrative Plans (Appendix B) are included to provide an overall guidance on the desired pattern and character of development envisioned under this code while the Zoning Framework Plan (Appendix A) establishes the major street network and character zone allocations within the PD District.

1. Sample Illustrative Plans – are plans generated for different areas of the MUC-PD District that provide guidance on the intended character and layout of development based on the context and vision for the different character zones. These are to be used as prototypical development scenarios that would form the ultimate Detail Plan by the individual developers/property owners. The Sample Illustrative Plans illustrate important principles of planning a mixed use, walkable neighborhood.
2. Zoning Framework Plan – is the plan that is adopted at the time of creation of this PD and associated rezoning and establishes the different Character Zones and the major street network envisioned for MUC-PD District. Using the Zoning Framework Plan (ZFP) (Appendix A) and this Code, an applicant shall specify certain details of the development and may refine ZFP elements at the time of DP per the criteria established in this Code.

Five (5) Character Zones are established within the MUC-PD, each of which implements specific aspects of the vision for a regional mixed use destination with significant employment and residential uses. Prior to any new development within these areas, a Detail Plan (DP) consistent with the adopted ZFP (Appendix A) and this PD shall be developed by the applicant/property owner or developer. However, Data Centers, where permitted by right, are not required to submit a Detail Plan and may proceed to Site Permit and Building Permit review, provided all applicable zoning and technical requirements are met.

- i. Employment Mixed Use Zone (EMU): This is the Character Zone the area adjacent to the SH 190 frontage and along Lookout Drive. This zone is appropriate for the long-term development of large-scale regional employment and office uses due to its proximity to the Telecom Corridor®. The direct access to regional roadways including SH 190 offers adequate capacity for such an employment hub. The major roadway frontages along SH 190, Lookout Drive, and Telecom Parkway are not appropriate for ground floor residential uses. The vision for this zone is mid-to high-rise office buildings with structured parking.
- ii. Retail Mixed Use Zone (RMU): This is the area adjacent to SH 190 with access conducive to destination and regional retail uses. This area shall contain design and development standards that allow for retail and office uses; but that also encourage connections and transitional uses with the adjacent development.
- iii. Mixed Use-Mixed Residential Zone (MU-MR): This area is the core mixed use development opportunity for the area, linking the other areas together and encouraging development standards and uses that create a variety of higher density residential types as well as office and retail uses that do not require visibility

from SH 190, but in a walkable development context.

- iv. Transition Zone (T): This area is located to provide opportunities for residential and neighborhood serving smaller scale professional office and retail within a design context that respects the scale of the adjacent Mixed Residential Zone (MR).
  - v. Mixed Residential Zone (MR): This area is primarily residential in character and intended to provide a transition to the single family neighborhoods to the northeast. This area shall provide a variety of lower density attached and detached housing types within a walkable context including integrated small open spaces.
3. Detail Plan – A Detail Plan shall establish the exact location of Character Zones, land uses and open spaces, blocks, lots, building and street layout, treatment of transition areas to adjacent uses and any other appropriate information required by this PD. The Detail Plan shall illustrate the design direction of the site with dimensional standards that provide substantial certainty about the development outcomes, intensity, and phasing of the proposed development. It shall be created and submitted by the applicant/developer prior to any new development within the MUC- PD in conformance with DP applications as established in Section IV.B.2. of this Code. A Detail Plan shall meet the standards established in the Zoning Framework Plan and this PD and shall be developed for a minimum acreage even if the actual development is phased.
- i. Minimum Acreage Required: The minimum acreage required for any initial Detail Plan shall be no smaller than any one of the following: (1) all the contiguous property under one single ownership; or (2) all property under one Character Zone as established in the adopted Zoning Framework Plan; or (3) all property circumscribed by any proposed new or existing streets per the Zoning Framework Plan.
  - ii. Amendments to Approved Detail Plans: After the initial Master Detail Plan approval, subsequent amendments to approved DPs shall include the entire area of the initial Detail Plan approval regardless of the standards in III.A.3.i. above.

Detail Plans also include the lot and building(s) level plans and shall be required for individual lots and/or buildings subject to Public Hearing by Planning Commission and City Council approval for all development, with the exception of Data Centers in accordance with Section III (2), prior to Site Permit and Building Permit review. The approval process for DPs shall be based on the process established for DP applications in Section IV.B.3 of this PD and as outlined within Section 2.12 of the GDC.

#### **IV. Administration**

- A. General: No building or structure may be erected or moved unless in conformity with this MUC-PD.
- B. Authority for Approval (See Appendix C for a flow chart illustrating the Application Process):
  - 1. Zoning Framework Plans [a Zone Change to this PD's established Character Area zoning districts (a Zone Change may include a Detail Plan in conjunction with the Zoning Framework Plan)]; may only be approved by City Council after recommendation by the Plan Commission. The process for Zoning Change applications in Chapter 2, Article 2, Division 1 of the GDC shall be followed. Modifications to adopted ZFPs may also be processed in conjunction with DP applications per IV.B.2 below.
  - 2. Detail Plan Applications.

- i. May only be approved by City Council after recommendation by the Plan Commission.
  - a. The process shall follow the process Section 2.12 of the GDC. In considering Detail Plan Applications, the Plan Commission and the City Council may use any of the following criteria:
    - 1) The extent to which the proposed modifications to street layout and/or character zones impact adjoining properties with respect to continuity and adjacency predictability;
    - 2) The overall purpose and intent of the regional Mixed Use Center;
    - 3) The extent to which the proposal fits the adjoining design context by providing appropriate building scale and use transitions;
    - 4) The extent to which the proposal provides public benefits such as usable civic and open spaces, livable streets, affordable housing, structured and/or shared parking, and linkages to transit; and
    - 5) The extent to which the proposal does not hinder future opportunities for higher intensity development.
    - 6) The extent to which the proposed application impacts adjoining properties with respect to continuity and adjacency predictability;
    - 7) The extent to which the application meets the overall purpose and intent of the regional Mixed Use Center;
    - 8) The extent to which the proposal fits the adjoining design context by providing appropriate building scale and use transitions;
    - 9) The extent to which the application provides public benefits such as usable civic and open spaces, livable streets, affordable housing, structured and/or shared parking, and linkages to transit; and
    - 10) The extent to which the application does not hinder future opportunities for higher intensity development.

C. Detail Plan Requirements:

- 1. The Detail Plan is intended to illustrate the building and block level development pattern of the MUC-PD District consistent with the purpose and intent of the Section and establish the detailed standards and rules for any new development within the MUC-PD District and the corresponding Character Zones.
- 2. The applicant shall submit a Detail Plan for the minimum acreage as established in Section III.A.3.i.
  - i. Each Detail Plan application shall:
    - a. demonstrate compliance with this PD's purpose, intent, and development standards;
    - b. include exhibits meeting all the informational requirements for under Section 2.11 of the GDC, and meeting the standards of this PD and adopted ZFP including:
      - 1) Delineation of the Character Zones per the adopted ZFP (including any modifications to adopted ZFP elements);
      - 2) The layout of proposed blocks, major and minor streets, bikeways, sidewalks, and trails;
      - 3) the location and acreage of open space areas and whether each will be

privately owned, a common area for residents only or dedicated to public use;

- 4) Type “A” and “B” Development Frontage designations based on the standards in this PD.
- 5) A conceptual level plan for the accommodation of stormwater drainage and detention and other major water and sewer infrastructure elements for the overall area included in the Detail Plan;
- 6) The location and area of retail, office, industrial, residential, civic, and open space uses;
- 7) The approximate shape, size, and placement of buildings;
- 8) The general parking location relative to streets and buildings and approximate parking count, with indication of parking lot landscape areas; and
- 9) Any minor modifications to adopted ZFP elements per Table 4-1 below.

| <b>Table 4-1: Minor Modifications Table</b> |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Framework Plan Element</b>               | <b>Extent of Minor Modification Permitted</b>                                        | <b>Criteria</b>                                                                                                                                                                                                                                                                                                                                                          |
| a. Area/boundary of a Character Zone        | Area/boundary of a specific Character Zone may be adjusted no more or less than 30%. | <ol style="list-style-type: none"> <li>i. Shall not eliminate any character zone</li> <li>ii. Modified area shall be contiguous with the corresponding character zone that is changed</li> <li>iii. Boundary modifications may be due to physical constraints on the property, or shifting of internal roadways or to better align with ownership boundaries.</li> </ol> |
| b. Location of any Required Street          | Location may be shifted no more than 150' in any direction                           | <ol style="list-style-type: none"> <li>i. Shall maintain the connectivity intended by the Framework Plan</li> <li>ii. Shall maintain the continuation and/or connectivity with any existing streets or driveways where possible</li> </ol>                                                                                                                               |
| c. Area of any Required Civic/Open Space    | May be reduced by no more than 25%                                                   | <ol style="list-style-type: none"> <li>i. Shall maintain the frontages required by the Framework Plan</li> <li>ii. Area may be adjusted to accommodate shifting of any new Required Streets or any required easements only</li> </ol>                                                                                                                                    |

- c. Include a Street Classification Master Plan with associated with cross-sections and street classifications for the proposed Detail Plan area (or for each phase, if it is to be developed in phases) specifying right-of-way width, minimum pavement width, on-street parking, approximate location of street trees, bikeways and sidewalks (Appendix D, Institute of Transportation Engineers' Designing Walkable Urban Thoroughfares manual or NACTO's Urban Street Design Guide shall be used to guide the development of the proposed cross sections in lieu of the street standards in the GDC. See Definitions for complete citation).
- d. Include a report in the form of text, statistical information, tables, guidelines, and graphics that includes:
  - 1) a statement of the purpose and intent of the proposed development consistent with the vision and ZFP for the MUC-PD District and its Character

Zones;

- 2) a description of the mix of land uses and the factors which ensure compatibility both within the development site, with adjacent land uses, and compliance with the recommendations of all the adopted elements of the Comprehensive Plan;
- 3) any special standards for signage in the form of a Master Sign Plan application that provides a design palette addressing the location, size, type, lighting, colors, and materials for all signage in the proposed development unless meeting the Sign Regulations in Chapter 4, Article 5 of the GDC;
- 4) statistical information including:
  - a) gross acreage of the site, and net acreage of the site excluding jurisdictional wetlands, regulatory floodplains, and slopes over 20%;
  - b) the amount of land devoted to open space, both in acres and as a percentage of the gross acreage of the site;
  - c) the amount of land devoted to retail, office, industrial, residential, and civic uses;
  - d) a plan for pedestrian, bicycle, and vehicular circulation describing the general design capacity of the system as well as access points to any regional trail system;
  - e) a daily and peak hour trip generation and directional distribution report by use unless the Director of Transportation finds that the traffic to be generated by the proposed development does not warrant the preparation and submission of a study;
  - f) the maximum allowable building coverage and height; and
  - g) the minimum and maximum building setbacks.
- e. Development standards for the proposed development that meet Section VI.B of this PD and specifying standards for all the “flexible” elements by each Character Zone within the specific Detail Plan area in the form of a table (see Table 6-3 in Section VI for criteria and format);
- f. Compliance with frontage and housing mix and type standards in Section VI.A.4 for the specific Character Zones and locations to be included with the DP;
- g. Building design and general architectural design standards that meet Sections VI.A.8 and VI.A.9 of this PD for the proposed development specifying general materials and configurations permitted for facades, roofs, and openings;
- h. A landscape plan that includes the design direction and general for streetscapes and public/open spaces types; and
- i. A non-binding schedule for the entire development (or for each phase, if it is to be developed by phases), which shall show generally how the applicant will complete the project containing the following information:
  - 1) The proposed order of construction by section delineated on the Detail Plan;
  - 2) The proposed schedule for construction of improvements to open space areas; and
  - 3) The proposed schedule for the installation of required public streets, utilities

improvements and the dedication of public rights-of-way and/or easements.

**D. Additional Requirements for Detail Plans and Minor Amendments to Approved Detail Plans:**

1. **Detail Plan Requirements:** A Detail Plan shall be required for all development. Detail Plans within the MUC-PD District shall meet the submittal requirements for Detail Plans established under the Section 2.12 of the GDC. Additional information that adequately illustrates the detail plan's compliance with this PD and the applicable Detail Plan shall also be required. The process for approval of Detail Plans is established in Section IV.B.3 of this PD and within Chapter 2, Article 2, Division 2 of the GDC.
2. The Director of Planning may approve minor changes to a previously approved Detail Plans with the applicant's written justification for such changes. Any significant changes to and deviations from approved Detail Plans shall be regarded as an amendment to that particular plan and may be reviewed by the Director of Planning and processed per the standards established in this PD. The Director of Planning shall make the determination as to whether a proposed change is minor or significant, based upon consideration of the following facts:
  - i. whether the proposed change substantially alters the arrangement of component zones, buildings or changes the use of building space designated on the original plan;
  - ii. whether there is an increase of greater than 10% in the number of residential dwelling units beyond the threshold established in the approved DP;
  - iii. whether the proposed change substantially alters vehicular circulation or the placement/ arrangement of parking areas; or
  - iv. whether the proposed change will reduce or lessen the effectiveness of open space, landscape buffers, and edges.

**V. Schedule of Uses**

- A. No permit may be issued for a use that is not allowed by this MUC-PD.
- B. **Use Categories:** In order to regulate use, categories of uses have been established. Use categories provide a systematic basis for assigning land uses to appropriate categories with other, similar uses. Use categories classify land uses and activities based on common functional, product, or physical characteristics. Characteristics include the type and amount of activity, the hours of operation, the type of customers or residents, how goods or services are sold or delivered, likely impact on surrounding properties, and site conditions.
- C. **Principal Uses:** Allowed principal uses by MUC-PD District and Character Zones are listed in Table 5.1 Permitted Use Table. Principal uses are grouped into categories of uses (see Definitions for description of land use categories). The example uses listed are not an exhaustive list. The Director of Planning has the responsibility for categorizing all uses.
- D. **Accessory Uses:** The following standards shall apply to Accessory Uses:
  1. Unless otherwise expressly stated, accessory uses are permitted in conjunction with allowed principal uses. Accessory uses shall be accessory and customarily incidental and subordinate to a permitted principal use.
  2. No accessory use may be established on a site prior to the establishment of a permitted principal use.

3. The Director of Planning is authorized to determine when a structure or use meets the definition of an accessory use. In order to classify a structure or use as accessory, the Director of Planning must determine that the use:
    - i. Is subordinate to the principal use in terms of area, extent and purpose;
    - ii. Contributes to the comfort, convenience or necessity of occupants of the principal use served;
    - iii. Is located on the same lot as the principal structure or use, or on a contiguous lot in the same ownership;
    - iv. Does not involve operations not in keeping with the character of the principal use served; and
    - v. Is not of a nature likely to attract visitors in larger numbers than would normally be expected for the principal structure or use.
  4. Home Occupations: Standards in Section 2.61 of the GDC shall apply.
  5. Live-Work Uses and Structures: Live-Work uses and structures are permitted per Section V of this PD. A live-work structure is a mixed use building type with a dwelling unit that is also used for work purposes, provided that the 'work' component is (1) restricted to the uses of professional office, personal service, cottage industrial, artist's workshop, studio, or other similar uses, (2) is located on the street level and ground floors constructed to Commercial Ready standards, and (3) is constructed as separate units under a condominium regime or as a single unit. The 'live' component may be located on the street level (adjacent to the work component) or any other level of the building. Live-work dwelling is distinguished from a home occupation otherwise defined by this Section in that the "work" component is not required to be incidental and secondary to the "live" component. The business owner or a full-time employee may reside in the residential unit associated with the commercial use.
- E. Accessory Structures: All accessory structures shall be clearly subordinate to the principal structure on the lot. All accessory structures shall meet the applicable principal structure standards per the Character Zone unless alternative standards are proposed by the applicant and adopted as part of the DP approval.



The land use is allowed by right in the zoning district indicated.



The land use is prohibited in the zoning district indicated.



The land use is allowed only upon approval of a Specific Use Provision (SUP) in the zoning district indicated.

**Table 5-1 Schedule of Uses**

|                                                  | EMU – Employment Mixed Use | RMU - Retail Mixed Use | MU-MR - Mixed Use – Mixed Residential | T - Transition | MR – Mixed Residential | Cross-Reference(s) for Special Standards |
|--------------------------------------------------|----------------------------|------------------------|---------------------------------------|----------------|------------------------|------------------------------------------|
| <b>AGRICULTURE USES</b>                          |                            |                        |                                       |                |                        |                                          |
| Farm, Ranch, Orchard                             |                            |                        |                                       |                |                        | -                                        |
| Feed Store                                       |                            |                        |                                       |                |                        | -                                        |
| Stable, Commercial                               |                            |                        |                                       |                |                        | -                                        |
| Stable, Private                                  |                            |                        |                                       |                |                        | -                                        |
| Stockyards, Livestock Auction, Livestock Hauling |                            |                        |                                       |                |                        | -                                        |
| <b>RESIDENTIAL USES</b>                          |                            |                        |                                       |                |                        |                                          |
| Accessory Dwellings:                             | -                          | -                      | -                                     | -              | -                      | -                                        |
| Dwelling, Accessory – Guard/Manager/Caretaker    |                            |                        |                                       |                | P                      | Sec. 2.58                                |
| Dwelling, Accessory – Guest House                |                            |                        |                                       |                | P                      | Sec. 2.58                                |
| Dwelling, Accessory – Rental Unit                |                            |                        |                                       |                | P                      | Sec. 2.58                                |
| Congregate Adult Living Facilities:              | -                          | -                      | -                                     | -              | -                      | -                                        |
| Rehabilitation Facility, In Home/Residential     |                            | S                      | S                                     | S              | S                      | -                                        |
| Rehabilitation Facility, Institutionalized       |                            |                        |                                       |                |                        | -                                        |
| Elder Care Facilities:                           | -                          | -                      | -                                     | -              | -                      | -                                        |
| Elder Care – Assisted Living                     | S                          | S                      | S                                     | S              |                        | Sec. 2.52(A)12                           |
| Elder Care – Continuing Care (combination)       | S                          | S                      | S                                     | S              |                        | Sec. 2.52(A)12                           |



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|                                        | EMU – Employment Mixed Use | RMU - Retail Mixed Use | MU-MR - Mixed Use – Mixed Residential | T - Transition | MR – Mixed Residential | Cross-Reference(s) for Special Standards                                                                                                                                                                                                                                        |
|----------------------------------------|----------------------------|------------------------|---------------------------------------|----------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Elder Care – Independent Living        |                            |                        | P                                     |                | p*                     | Sec. 2.52(A)12<br>P* = Permitted in duplex, triplex, quadplex, and single-family (attached and detached) building types only                                                                                                                                                    |
| Elder Care – Nursing/Convalescent Care | S                          | S                      | S                                     | S              |                        | Sec. 2.52(A)12                                                                                                                                                                                                                                                                  |
| Household Living Units:                | -                          | -                      | -                                     | -              | -                      | -                                                                                                                                                                                                                                                                               |
| Dwelling, Two-Family (duplex)          |                            |                        | P                                     | P              | P                      | Sec. 2.38                                                                                                                                                                                                                                                                       |
| Dwelling, Industrialized Housing Unit  |                            |                        |                                       |                |                        | Sec. 2.36                                                                                                                                                                                                                                                                       |
| Dwelling, Manufactured/HUD-Code Home   |                            |                        |                                       |                |                        | -                                                                                                                                                                                                                                                                               |
| Dwelling, Mobile Home                  |                            |                        |                                       |                |                        | -                                                                                                                                                                                                                                                                               |
| Dwelling, Multi-Family                 |                            |                        | P                                     |                |                        | Sec. 2.39 (see exception below)<br>The GDC requirement for 2 swimming pools for MF Developments over 250 units may be reduced to 1 swimming pool in addition to any reduction of required Clubhouse area with the Planning Director's approval through the Detail Plan process. |
| Dwelling, Live/Work                    | P                          | P                      | P                                     | P              |                        | -                                                                                                                                                                                                                                                                               |
| Dwelling, Single-Family Detached       |                            |                        | P*                                    |                | P*                     | Sec. 2.36<br>P* implies Section VI.A.4.i and Section VI.A.4.ii applies<br>P implies only Section VI.A.4.i applies                                                                                                                                                               |



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|                                              | EMU – Employment Mixed Use | RMU - Retail Mixed Use | MU-MR - Mixed Use – Mixed Residential | T - Transition | MR – Mixed Residential | Cross-Reference(s) for Special Standards                         |
|----------------------------------------------|----------------------------|------------------------|---------------------------------------|----------------|------------------------|------------------------------------------------------------------|
| Dwelling, Single-Family Attached (Townhouse) |                            | P                      | P                                     | P              | P                      | Sec. 2.37                                                        |
| Manufactured/Mobile Home Park or Subdivision |                            |                        |                                       |                |                        | -                                                                |
| <b>ACCESSORY &amp; TEMPORARY USES</b>        |                            |                        |                                       |                |                        |                                                                  |
| Accessory Structure                          |                            |                        | P                                     | P              | P                      | Sec. 2.58                                                        |
| Convenience Facilities:                      | -                          | -                      | -                                     | -              | -                      | -                                                                |
| Drive-Through Service                        |                            | S                      |                                       |                |                        | Sec. 4.20<br>Standards in Section 7 of<br>this PD also apply     |
| Walk-Up Service                              | P                          | P                      | P                                     | P              |                        | -                                                                |
| Fuel Pumps, Retail                           |                            | S                      |                                       |                |                        | Sec. 2.52(A)3<br>Standards in Section 7 of<br>this PD also apply |
| Kiosks, Self-Service:                        | -                          | -                      | -                                     | -              | -                      | -                                                                |
| Automated Teller Machine (ATM) – Drive-Up    | P                          | P                      | S                                     | S              |                        | Sec. 2.52(A)7, Sec. 4.20                                         |
| Automated Teller Machine (ATM) – Walk-Up     | P                          | P                      | P                                     | P              |                        | Sec. 2.52(A)7                                                    |
| Retail (ice, water, etc.)                    |                            | S                      |                                       |                |                        | Sec. 2.52(A)7, Sec. 4.20                                         |
| Recycled Materials Collection                |                            |                        |                                       |                |                        |                                                                  |
| Outside Display, New Materials               |                            | S                      |                                       |                |                        | Sec. 2.52(A)14                                                   |
| Outside Display, Used Materials              |                            |                        |                                       |                |                        |                                                                  |
| Outside Storage, New Materials               |                            | S                      |                                       |                |                        | Sec. 2.52(A)14                                                   |
| Outside Storage, Used Materials              |                            |                        |                                       |                |                        |                                                                  |
| Outside Storage Unit, Portable (POD)         |                            |                        |                                       |                |                        |                                                                  |
| Seasonal Sales                               | *                          | *                      | *                                     | *              |                        | Art. VIII, Ch. 30, City<br>Code                                  |

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|-----------------------------------------------------------------------------------------------|----------------------------|------------------------|---------------------------------------|----------------|------------------------|------------------------------------------------|
| Shelter Tent                                                                                  |                            |                        |                                       |                |                        | -                                              |
| Shipping Container                                                                            |                            |                        |                                       |                |                        | Sec. 2.52(A)15,<br>Art. XII, Ch. 30, City Code |
| Temporary Building/Office (field office, construction office, subdivision sales office, etc.) | *                          | *                      | *                                     | *              | *                      | Sec. 2.52(A)19                                 |
| <b>INSTITUTIONAL AND EDUCATIONAL</b>                                                          |                            |                        |                                       |                |                        |                                                |
| College or University                                                                         | P                          | P                      |                                       |                |                        | -                                              |
| Convention Facility                                                                           | P                          | S                      | S                                     |                |                        | -                                              |
| Day Care Facilities:                                                                          | -                          | -                      | -                                     | -              | -                      | -                                              |
| Day Care Center, Adult                                                                        | S                          | P                      | S                                     | S              | S                      | Sec. 2.52(A)13                                 |
| Day Care, Youth – Licensed Child-Care Center                                                  | P                          | P                      | S                                     | S              | S                      | Sec. 2.52(A)2                                  |
| Day Care, Youth – Registered Child-Care Home                                                  |                            |                        | S                                     | S              | S                      | Sec. 2.61                                      |
| Church or Place of Worship                                                                    | P                          | P                      | P                                     | P              | P                      | -                                              |
| Learning Center, Specialized                                                                  | P                          | P                      | S                                     | S              |                        | -                                              |
| School, Business                                                                              | P                          | P                      | P                                     |                |                        | -                                              |
| School, Retail/Personal Services Training                                                     | P                          | P                      | P                                     |                |                        | -                                              |
| School, Trade                                                                                 |                            |                        |                                       |                |                        | -                                              |
| School, Private, Religious or Charter                                                         |                            |                        | S                                     | S              | S                      | -                                              |
| School, Public                                                                                |                            |                        | P                                     | P              | P                      | -                                              |
| Charitable Boarding                                                                           |                            |                        |                                       |                |                        | -                                              |
| Garden, Charitable                                                                            |                            |                        |                                       |                |                        | -                                              |
| Garden, Civic                                                                                 |                            |                        | P                                     | P              | P                      | -                                              |



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|                                                        | EMU – Employment Mixed Use | RMU – Retail Mixed Use | MU-MR – Mixed Use –<br>Mixed Residential | T – Transition | MR – Mixed Residential | Cross-Reference(s)<br>for Special<br>Standards |
|--------------------------------------------------------|----------------------------|------------------------|------------------------------------------|----------------|------------------------|------------------------------------------------|
| <b>GOVERNMENT &amp; HUMAN SERVICES USES</b>            |                            |                        |                                          |                |                        |                                                |
| Post Office                                            | P                          | P                      | P                                        | P              |                        | -                                              |
| Social Service Facility/Agency                         |                            | P                      | P                                        | P              |                        | -                                              |
| <b>MEDICAL &amp; HEALTH SERVICES USES</b>              |                            |                        |                                          |                |                        |                                                |
| Cemetery                                               |                            |                        |                                          |                |                        |                                                |
| Hospital                                               | S                          | S                      |                                          |                | -                      |                                                |
| Medical and Dental Office/Clinic                       | P                          | P                      | P                                        | P              | -                      | -                                              |
| Mortuary/Funeral Home                                  |                            |                        |                                          |                |                        |                                                |
| <b>RECREATIONAL, SOCIAL AND<br/>ENTERTAINMENT USES</b> |                            |                        |                                          |                |                        |                                                |
| Athletic Events Facility, Indoor                       |                            | P                      | P                                        |                | -<br>-                 | -                                              |
| Athletic Events Facility, Outdoor                      |                            |                        |                                          |                |                        |                                                |
| Athletic Field, Stadium, Arena                         | S                          | S                      |                                          |                |                        |                                                |
| Civic Club/Fraternal Lodge                             |                            | P                      | P                                        | S              |                        |                                                |
| Commercial Amusement, Indoor                           |                            | P                      | S                                        |                |                        |                                                |
| Commercial Amusement, Outdoor                          |                            |                        |                                          |                |                        |                                                |
| Commercial Amusement, Indoor                           |                            | P                      | S                                        |                | -                      | -                                              |
| Commercial Amusement, Outdoor                          |                            |                        |                                          |                |                        | -                                              |
| Cultural Facility                                      | P                          | P                      | P                                        | P              |                        | -                                              |

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|                                                   | EMU – Employment Mixed Use | RMU - Retail Mixed Use | MU-MR – Mixed Use –<br>Mixed Residential | T - Transition | MR – Mixed Residential | Cross-Reference(s)<br>for Special<br>Standards |
|---------------------------------------------------|----------------------------|------------------------|------------------------------------------|----------------|------------------------|------------------------------------------------|
| Day Camp, Private                                 |                            |                        |                                          |                |                        | -                                              |
| Dry Boat Storage                                  |                            |                        |                                          |                |                        | -                                              |
| Equestrian Camp, Private                          |                            |                        |                                          |                |                        | -                                              |
| Golf Course/Country Club                          |                            |                        |                                          |                |                        | -                                              |
| Health & Fitness Gym (indoor)                     | P                          | P                      | P                                        | P              |                        | -                                              |
| Marina                                            |                            |                        |                                          |                |                        | -                                              |
| Public Amusement, Temporary                       | *                          | *                      | *                                        | *              |                        | Art. VIII, Ch. 30, City<br>Code.               |
| Racing Track                                      |                            |                        |                                          |                |                        | -                                              |
| Reception Facility                                |                            | S                      |                                          |                |                        | Sec. 2.52(A)20                                 |
| Recreational Vehicle Park (short-term stays only) |                            |                        |                                          |                |                        | -                                              |
| Shooting Range, Indoor                            |                            |                        |                                          |                |                        | -                                              |
| Shooting Range, Outdoor                           |                            |                        |                                          |                |                        | -                                              |
| Theater, Large Scale                              |                            | P                      |                                          |                |                        | -                                              |
| Theater, Small Scale                              | S                          | P                      | P                                        |                |                        | -                                              |
| Zoo                                               |                            |                        |                                          |                |                        | -                                              |
| <b>OFFICE, RETAIL &amp; SERVICE USES</b>          |                            |                        |                                          |                |                        |                                                |
| Alternative Financial Establishment               |                            |                        |                                          |                |                        | -                                              |
| Antique Shop (indoors only)                       |                            | P                      | P                                        | P              |                        | -                                              |
| Bait Sales, Live                                  |                            |                        |                                          |                |                        | -                                              |
| Bakery, Retail                                    | P                          | P                      | P                                        | P              |                        | -                                              |



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|                                                             | EMU – Employment Mixed Use | RMU - Retail Mixed Use | MU-MR - Mixed Use – Mixed Residential | T - Transition | MR – Mixed Residential | Cross-Reference(s) for Special Standards |
|-------------------------------------------------------------|----------------------------|------------------------|---------------------------------------|----------------|------------------------|------------------------------------------|
| Bed and Breakfast                                           |                            |                        |                                       |                |                        | Sec. 2.52(A)11                           |
| Business & Media Service                                    | P                          | P                      | P                                     | P              |                        | -                                        |
| Call Center                                                 | P                          | P                      | P                                     |                |                        | -                                        |
| Commercial Blood, Plasma, Tissue and Cell Collection Center |                            |                        |                                       |                |                        | Sec. 2.52(A)26                           |
| Convenience Store (1,000-5,000sf)                           | P                          | P                      | P                                     | S              |                        | Sec. 2.52(A)1                            |
| Financial Institution                                       | P                          | P                      | P                                     | P              |                        | Sec. 4.20                                |
| Flea Market, Indoor                                         |                            |                        |                                       |                |                        | -                                        |
| Flea Market, Outdoor                                        |                            |                        |                                       |                |                        | -                                        |
| Furniture, Household Furnishings and Appliance Sales/Rental |                            | P                      | P                                     |                |                        | -                                        |
| Grocery/Supermarket (>5,000sf)                              | S                          | P                      | P                                     |                |                        | -                                        |
| Home Improvement Center (>50,000sf)                         |                            | S                      |                                       |                |                        | -                                        |
| Hotel/Motel, Extended Stay                                  | S                          | S                      | S                                     |                |                        | Sec. 2.52(A)11                           |
| Hotel/Motel, Full Service                                   | P                          | P                      | P                                     |                |                        | Sec. 2.52(A)11                           |
| Hotel/Motel, Limited Service                                | S                          | S                      | S                                     |                |                        | Sec. 2.52(A)11                           |
| Indoor Shopping Mall                                        |                            |                        |                                       |                |                        | -                                        |
| Kiosk, Trailer or Mini-Structure (attended):                | -                          | -                      | -                                     | -              | -                      | -                                        |
| Retail/Service                                              | S                          | P                      | P                                     |                |                        | Sec. 2.52(A)7, Sec. 4.20                 |
| Recycled Materials Collection                               |                            |                        |                                       |                |                        |                                          |

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|-----------------------------------------------------|----------------------------|------------------------|---------------------------------------|----------------|------------------------|------------------------------------------|
| Landscape Nursery (retail)                          |                            | S                      |                                       |                |                        | -                                        |
| Landscape Nursery/Tree Farm (wholesale)             |                            |                        |                                       |                |                        | Sec. 2.52(A)17                           |
| Laundry, Drop-Off (with drive-through or window)    | S                          | P                      | S                                     |                |                        | Sec. 4.20                                |
| Laundry, Drop-Off (without drive-through or window) | P                          | P                      | P                                     | P              |                        | -                                        |
| Laundry, Self-Serve (Laundromat)                    |                            |                        |                                       |                |                        | -                                        |
| Office, General                                     | P                          | P                      | P                                     | P              |                        | -                                        |
| Pawn Shop                                           |                            |                        |                                       |                |                        | -                                        |
| Personal Services                                   | P                          | P                      | P                                     | P              |                        | -                                        |
| Pet Store (indoors only)                            | P                          | P                      | P                                     |                |                        | -                                        |
| Pharmacy (with drive-through or window)             | S                          | P                      | S                                     |                |                        | Sec. 4.20                                |
| Pharmacy (without drive-through or window)          | P                          | P                      | P                                     | P              |                        | -                                        |
| Produce Stand/Outdoor Farmers Market                |                            | P                      | P                                     | S              |                        | -                                        |
| Restaurant (No Drive-Through)                       | P                          | P                      | P                                     | P              |                        | -                                        |
| Restaurant, Drive-Through                           |                            | P                      | S                                     |                |                        | Sec. 4.20                                |
| Retail Store                                        | P                          | P                      | P                                     | P              |                        | -                                        |
| Sexually Oriented Business                          |                            |                        |                                       |                |                        |                                          |
| Smoke Shop                                          |                            |                        |                                       |                |                        | -                                        |
| Studio, Arts/Crafts                                 | P                          | P                      | P                                     | P              |                        | -                                        |

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|-------------------------------------------------------|----------------------------|------------------------|---------------------------------------|----------------|------------------------|------------------------------------------|
| Studio, Fitness or Performing Arts                    | P                          | P                      | P                                     | P              |                        | -                                        |
| Tattooing/Body Piercing Establishment                 |                            |                        |                                       |                |                        | Sec. 2.52(A)6                            |
| Used Goods, Retail Sales (Indoors)                    |                            | S                      |                                       |                |                        | -                                        |
| <b>COMMERCIAL USES</b>                                |                            |                        |                                       |                |                        |                                          |
| Bakery, Commercial                                    |                            |                        |                                       |                |                        | -                                        |
| Building/Garden Materials Sales & Storage (wholesale) |                            |                        |                                       |                |                        | Sec. 2.52(A)23                           |
| Bulk Material Sales & Storage (retail or wholesale)   |                            |                        |                                       |                |                        | Sec. 2.52(A)18                           |
| Contractor's Office/Storage Yard (outdoor storage)    |                            |                        |                                       |                |                        | Sec. 2.52(A)24                           |
| Contractor's Office/Warehouse (indoors only)          |                            |                        |                                       |                |                        | -                                        |
| Custom Products Manufacturing                         | P                          |                        |                                       |                |                        | -                                        |
| Equipment Leasing/Rental, Indoor                      |                            |                        |                                       |                |                        | -                                        |
| Equipment Leasing/Rental, Outdoor                     |                            |                        |                                       |                |                        | Sec. 2.52(A)25                           |
| Feed/Grain Mill                                       |                            |                        |                                       |                |                        | -                                        |
| Furniture and Appliance Cleaning/Repair               |                            |                        |                                       |                |                        | -                                        |
| Garden, Commercial                                    |                            |                        |                                       |                |                        | -                                        |
| Laundry Plant, Commercial                             |                            |                        |                                       |                |                        | -                                        |
| Meat and Game Processing                              |                            |                        |                                       |                |                        | -                                        |
| Pet Care/Play Facility (indoor)                       | P                          | P                      | P                                     | P              |                        | Sec. 2.52(A)9                            |





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|---------------------------------------------------------|----------------------------|------------------------|---------------------------------------|----------------|------------------------|------------------------------------------|
| Pet Care/Play Facility (outdoor)                        |                            |                        |                                       |                |                        | Sec. 2.52(A)9                            |
| Portable Building Sales/Leasing                         |                            |                        |                                       |                |                        | -                                        |
| Printing/Publishing House                               |                            | S                      | S                                     |                |                        | -                                        |
| Recording Studio/Media Production                       | P                          | P                      | P                                     |                |                        | -                                        |
| Recycling Collection Center (no outdoor storage)        |                            |                        |                                       |                |                        | Sec. 2.52(A)8                            |
| Recycling Salvage Yard (unlimited outdoor storage)      |                            |                        |                                       |                |                        | Sec. 2.52(A)8                            |
| Self-Storage Facility (mini-warehouse)                  |                            | S                      |                                       |                |                        | Sec. 2.52(A)16                           |
| Small Engine/Lawn Equipment Rental & Repair (indoors)   |                            |                        |                                       |                |                        | -                                        |
| Taxidermist                                             |                            |                        |                                       |                |                        | -                                        |
| Vehicle Dispatch & Storage                              |                            |                        |                                       |                |                        | -                                        |
| Veterinary Clinic, Large Animal (outdoor pens)          |                            |                        |                                       |                |                        | -                                        |
| Veterinary Clinic, Small Animal (indoors only)          | P                          | P                      | P                                     | P              |                        | -                                        |
| Veterinary Clinic, Small Animal (outdoor kennels, runs) |                            |                        |                                       |                |                        | -                                        |
| <b>MOTOR VEHICLE &amp; RELATED USES</b>                 |                            |                        |                                       |                |                        |                                          |
| Automobile Leasing/Rental                               |                            |                        |                                       |                |                        | -                                        |
| Automobile Repair, Major                                |                            |                        |                                       |                |                        |                                          |
| Automobile Repair, Minor                                |                            |                        |                                       |                |                        |                                          |
| Automobile Sales, New or Used                           |                            |                        |                                       |                |                        | -                                        |

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|----------------------------------------------------------------------|----------------------------|------------------------|---------------------------------------|----------------|------------------------|------------------------------------------|
| Boat Sales, Leasing & Repair (outdoor storage)                       |                            |                        |                                       |                |                        |                                          |
| Car Wash, Automated/Rollover                                         |                            |                        |                                       |                |                        |                                          |
| Car Wash, Full-Service/Detail                                        |                            | S                      |                                       |                |                        |                                          |
| Car Wash, Self-Service/Wand                                          |                            |                        |                                       |                |                        |                                          |
| Impoundment Lot (commercial/private)                                 |                            |                        |                                       |                |                        | -                                        |
| Motorcycle/ATV Sales, Leasing & Repair (new and used – indoors only) |                            |                        |                                       |                |                        | -                                        |
| Parking Lot or Garage, Commercial                                    | P                          | P                      | P                                     |                |                        | -                                        |
| Personal Watercraft Sales, Leasing & Repair (new and used)           |                            |                        |                                       |                |                        | -                                        |
| Recreational Vehicle/Trailer Sales, Leasing & Repair                 |                            |                        |                                       |                |                        | -                                        |
| Salvage Yard, Automotive                                             |                            |                        |                                       |                |                        | -                                        |
| Travel Center                                                        |                            |                        |                                       |                |                        | -                                        |
| Truck/Bus Repair                                                     |                            |                        |                                       |                |                        | -                                        |
| Truck/Bus Sales & Leasing/Rental                                     |                            |                        |                                       |                |                        | -                                        |
| Truck/Bus Storage                                                    |                            |                        |                                       |                |                        | -                                        |
| Truck/Bus Wash                                                       |                            |                        |                                       |                |                        |                                          |
| Wrecker/Towing Service                                               |                            |                        |                                       |                |                        | -                                        |
| <b>TRANSPORTATION USES</b>                                           |                            |                        |                                       |                |                        |                                          |
| Airport/Heliport                                                     |                            |                        |                                       |                |                        | -                                        |



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|-------------------------------------------------|----------------------------|------------------------|---------------------------------------|----------------|------------------------|-------------------------------------------------|
| Bus Stop                                        | P                          | P                      | P                                     | P              |                        | -                                               |
| Helipad                                         | S                          |                        |                                       |                |                        | -                                               |
| Motor Freight Terminal/Railroad Switching Yard  |                            |                        |                                       |                |                        | -                                               |
| Transit Station, Public                         | P                          | P                      | P                                     |                |                        | -                                               |
| Transportation Depot, Passenger (commercial)    |                            |                        |                                       |                |                        |                                                 |
| Transportation Terminal, Passenger (commercial) |                            |                        |                                       |                |                        | -                                               |
| <b>INDUSTRIAL USES</b>                          |                            |                        |                                       |                |                        |                                                 |
| Animal Feed Processing & Storage                |                            |                        |                                       |                |                        | -                                               |
| Batching Plant                                  |                            |                        |                                       |                |                        | -                                               |
| Batching Plant, Temporary                       | P                          | P                      | P                                     | P              | P                      | -                                               |
| Data Center                                     | P                          | P                      | P                                     |                |                        | Design standards in Section VI.A.10 shall apply |
| Distribution Center, Large (indoors only)       |                            |                        |                                       |                |                        | -                                               |
| Distribution Center, Small (indoors only)       | S                          |                        |                                       |                |                        | -                                               |
| Food Processing & Storage                       |                            |                        |                                       |                |                        | -                                               |
| Gas or Petroleum Drilling or Pipeline           |                            |                        |                                       |                |                        |                                                 |
| Heavy Machinery Sales, Rental, Storage & Repair |                            |                        |                                       |                |                        | -                                               |
| High Risk Use                                   |                            |                        |                                       |                |                        | -                                               |

P

The land use is allowed by right in the zoning district indicated.

The land use is prohibited in the zoning district indicated.

S

The land use is allowed only upon approval of a Specific Use Provision (SUP) in the zoning district indicated.

|                                             | EMU – Employment Mixed Use | RMU - Retail Mixed Use | MU-MR - Mixed Use – Mixed Residential | T - Transition | MR – Mixed Residential | Cross-Reference(s) for Special Standards |
|---------------------------------------------|----------------------------|------------------------|---------------------------------------|----------------|------------------------|------------------------------------------|
| Industrial or Manufacturing, Heavy          |                            |                        |                                       |                |                        | -                                        |
| Industrial or Manufacturing, Light          |                            |                        |                                       |                |                        | -                                        |
| Laboratory, Analytical or Research (indoor) | P                          |                        |                                       |                |                        | -                                        |
| Leather & Allied Products Manufacturing     |                            |                        |                                       |                |                        | -                                        |
| Mining/Mineral Extraction                   |                            |                        |                                       |                |                        | -                                        |
| Warehouse, Office/Showroom (indoors only)   | S                          |                        |                                       |                |                        | -                                        |
| <b>UTILITY &amp; SERVICE USES</b>           |                            |                        |                                       |                |                        |                                          |
| Antenna, Commercial                         | *                          | *                      | *                                     | *              | *                      | Div. 5, Art. 5, Ch. 2                    |
| Antenna, Private                            | *                          | *                      | *                                     | *              | *                      | Div. 5, Div. 6, Art. 5, Ch. 2            |
| Electric Generating Plant                   |                            |                        |                                       |                |                        | -                                        |
| Electric Substation                         | S                          | S                      | S                                     |                |                        | -                                        |
| Gas Regulating Station                      |                            |                        |                                       |                |                        | -                                        |
| Ground Water Storage Tank                   | P                          |                        |                                       |                |                        | -                                        |
| Telecommunications Switching Station        | S                          | S                      |                                       |                |                        | -                                        |
| Wind Energy Conversion System               | S                          | S                      | S                                     | S              | S                      | Div. 7, Art. 5, Ch.2                     |

**VI. Development Standards:** This section shall establish the overarching development standards for walkable, mixed-use development within the MUC-PD and all its Character Zones. Standards in this Section shall be applied during the development of a Detail Plan. Some standards apply to all the Character Zones within the MUC-PD District and other standards are specific to specific Character Zones.

**A. General to the MUC-PD:**

1. Intent: Standards in this PD are intended to facilitate the development of market responsive and pedestrian-friendly environments while discouraging monotonous and single use projects. To this end, design and development standards are intended to be tailored to create such an environment based on market-driven projects over a long- term development horizon. In order to provide flexibility in use and design with prescription of performance standards for specific building form outcomes, applicable development standards for each Character Zone shall be established through the Detail Plan for each proposed development.
2. Requirements for Site Development Standards by Character Zone: At the time of Detail Plan application, each applicant shall establish specific Site Development Standards for each Character Zone included in the Detail Plan area. These standards shall be based on Section VI.A and the criteria in the Site Development Standards Table 6-3 and shall be developed at the time of Detail Plan by the applicant.
3. General Layout Principles: All Detail Plans shall meet the following general principles:
  - i. Buildings and urban design shall contribute to the physical definition of Thoroughfares as Civic places.
  - ii. Development shall adequately accommodate automobiles while providing supportive design and programs/incentives to increase the use of other modes of transportation and respecting the spatial form of public areas.
  - iii. Buildings shall provide their inhabitants with a clear sense of geography and climate through energy efficient methods.
  - iv. Civic Buildings and public gathering places shall be provided as locations that reinforce community identity.
  - v. The plan should anticipate a harmonious and orderly evolution of the district based on market changes and reinvestment over time.
4. Frontage and Housing Mix Standards: In order to ensure that the PD implements the community's vision for a regional mixed use center with supporting mix of retail and mixed residential uses while providing for short term development opportunities that can be appropriately transitioned into higher intensity non-residential uses, Special Frontage and Housing Mix Standards are established in this MUC-PD District.
  - i. Frontage Standards: This section establishes the Frontage Standards for development within the primarily commercial zones of Employment Mixed Use, Retail Mixed Use, and Transition Zones and along certain street frontages as established in the ZFP.
    - a. Retail Mixed Use Zone (see Appendix A – Zoning Framework Plan for location of this requirement):
      - 1) Required Ground Floor Commercial Uses (see definition) along PGBT frontage road:
        - i. West of Campbell Road shall be within 250' deep as measured from the PGBT frontage road.
        - ii. East of Campbell Road shall be 300' deep as measured from the PGBT frontage road
      - 2) No ground floor residential permitted within the area designated for Ground Floor Commercial uses.

- 3) Upper floor residential allowed anywhere within this zone.
  - 4) No limitation on surface parking along the PGBT frontage. Along Campbell Road frontage, surface parking shall be limited to no more than one double loaded aisle of parking (parallel, angled, or head-in).
- b. Employment Mixed Use Zone (applies to the blocks on both sides of Lookout Drive west of Telecom Drive and EMU area south of Lookout Drive and east of Telecom Drive; see Appendix A – Zoning Framework Plan for location of this requirement):
- 1) Required Ground Floor Commercial Uses for the entire zone.
  - 2) No ground floor residential uses permitted.
  - 3) Upper floor residential allowed anywhere within this zone with structured parking only.
  - 4) No limitation on surface parking along the PGBT frontage. Along Lookout Road and Telecom Road frontage, surface parking shall be limited to no more than one double loaded aisle of parking (parallel, angled, or head-in).
- c. The following standards shall apply to frontages designated as “Special Frontage” along Lookout Road and Campbell Road (regardless of the specific character zone):
- 1) For ground floor commercial and commercial ready uses (w/ upper floor residential uses) the following frontage standards shall apply–
    - No more than one double loaded aisle of parking (parallel, angled, or head-in) shall be permitted between the building and the street.
    - Any such parking shall be screened along the sidewalk/street frontage to maintain a well-defined pedestrian edge with street trees and connections to building entrances.
    - Street intersections shall be anchored by building front façade design that turns the corner
    - No large parking lots at street intersections (beyond the one double-loaded aisle) and
    - Special façade design, articulation standards, 12’ min. ground floor height, shall apply (see Section VI.A.8).
  - 2) For ground floor residential uses, including SF and townhomes (attached or detached-- by no more than 5 feet) the following frontage standards shall apply (note: SF detached residential uses more than 5’ shall not be permitted with direct frontage along Campbell and Lookout Road)–
    - No off-street parking permitted between the building fronts and street along Campbell Road/Lookout Road.
    - All off-street parking in the rear (tuck-under, parking structure, or surface parking);
    - Parking shall be set behind buildings along Campbell and Lookout Roads;
    - Ground floor building height min of 12’ finished floor to finished floor;
    - No blank walls or opaque residential fences (open fences allowed - wrought iron, picket, and similar fences not taller than 3’).
    - Fronts of residential buildings to address the street (stoops, patios, porches, bay windows, doors, etc.).

- No large parking lots at street intersections (beyond the one double-loaded aisle) or anchor street intersections with building facades that turn the corner.
- Street trees and sidewalks required.
- Minimum façade design, articulation shall apply for residential building types (see Section VI.A.8).
- Landscaped and divided entry roadways into the neighborhood are permitted along Campbell and Lookout Roads

- ii. Housing Mix and Type Standards: Table 6-1 establishes the different categories of Housing Types and Table 6-2 establishes the minimum mix of housing types for each Detail Plan within the predominantly residential Character Zones of Mixed Use-Mixed Residential and Mixed Residential Zones.

**Table 6-1 Housing Type Standards**

| <b>Category/ Common Name</b> |                                                                                          | <b>Lot Widths (min. – max.)</b> | <b>Garage or Primary Parking Location</b> |
|------------------------------|------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------|
| Category 1                   | Type 1A                                                                                  | 70' +                           | Any                                       |
|                              | Type 1B                                                                                  | 60' – 69'                       | Any                                       |
|                              | Type 1C                                                                                  | 50' – 59'                       | Any                                       |
| Category 2                   | Type 2A                                                                                  | 40' – 49'                       | Side or Rear                              |
|                              | Type 2B                                                                                  | 25' – 39'                       | Side or Rear                              |
| Category 3                   | Type 3A on pedestrian mews, court, green, eyebrow, square, or other similar public space | 40' – 49'                       | Rear                                      |
|                              | Type 3B on pedestrian mews, court, green, eyebrow, square, or other similar public space | 25' – 39'                       | Rear                                      |
|                              | Multi-unit home                                                                          | no min or max                   | Rear                                      |
|                              | Townhome or Single Family Detached (if separated by 3' or less)                          | 20' – 35'                       | Rear/tuck under                           |
| Category 4                   | Multi-family Residential                                                                 | 60' – no max                    | Rear/tuck under                           |

**Table 6-2 Housing Mix Requirements**

| <b>Character Zone</b>              | <b>Housing Mix Required</b>                                                        | <b>Notes</b>                                                                                                                         |
|------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Mixed Use – Mixed Residential Zone | Minimum of 1 from Category 3 and minimum of 1 from either Category 2 or Category 4 | Minimum number of units in each category included in each Detail Plan shall be either one block face or 10 units (whichever is less) |
| Mixed Residential                  | Minimum of 1 from Category 1 and minimum of 1 from either Category 2 or Category 3 | Minimum number of units in each category included in each Detail Plan shall be either one block face or 10 lots (whichever is less)  |

5. Street Design Standards: Street cross sections in Appendix D, ITE's Designing Walkable Urban Thoroughfares manual or NACTO's Urban Street Design Guide shall be used to develop the streets within the MUC-PD. Generally, they shall:
  - i. Create a localized grid of pedestrian and vehicular travel ways.
  - ii. Be designed to create a pleasant walking environment with on-street parking and streetscape treatments.
  - iii. Discourage the use of cul-de-sacs unless natural features such as topography, floodplains or stream corridors, or practical site layout constraints make a street connection impractical or inefficient. In such cases, a trail or pedestrian pathway shall be utilized where a street cannot be constructed due to natural constraints or drainage elements. When such pedestrian pathways or trails are used as block edges, they shall be limited to no more than two edges of a block and the pathway or pedestrian facility shall be a minimum of 8' in width. They shall provide connectivity to adjoining neighborhoods or shopping and shall be within public access easements. Such block faces may be considered as Type A frontages only if they meet the building frontage requirement in that character zone along that block face.
  - iv. Blocks may be square, elongated or irregular. Block shape and size should respond to topography, existing vegetation, hydrology, and design intentions.
  - v. Average blocks widths shall be between 400 feet and 600 feet. Blocks should vary in size based on the Sample Illustrative Plans and character zone standards.
  - vi. Blocks that are longer than 1,000 feet should be bisected by a walking path, paseo or other similar pedestrian cut-through.
  - vii. Blocks may be bounded by streets or drainage features.
  - viii. Appendix D shall establish the cross section standards for the different street types in the MUC-PD.
  - ix. The Detail Plan shall establish the Type "A" and Type "B" development frontage designations per the character zone standards within the Development Standards Table 6-3 of this PD.
  - x. Porte-cochers may be used along Type "A" frontages but shall maintain the pedestrian streetscape along the edge of the street within minimal encroachments of driveways and with the utilization of street walls along the sidewalk/street frontage to help define the pedestrian and public realms.
6. Open Space Standards: The provision of adequate and appropriate open space areas shall be integral to all development in MUC-PD. The minimum requirement for open space in the district is 10% of the gross area of the site which shall be based on the locations identified in the Zoning Framework Plan (if any) and dedicated as open space in the Detail Plan. The design of open spaces within the development shall be integrated with the design of stormwater improvements. However, no more than 50% of any required open space shall be used solely for stormwater improvements such as retention ponds and creeks. The remaining 50% of the open space may be utilized for stormwater improvements only if amenitized and designed to also be usable open space per the criteria below. In addition to the following standards for the design, location, and orientation of open space, site specific standards shall also apply based on the Character Zone context:



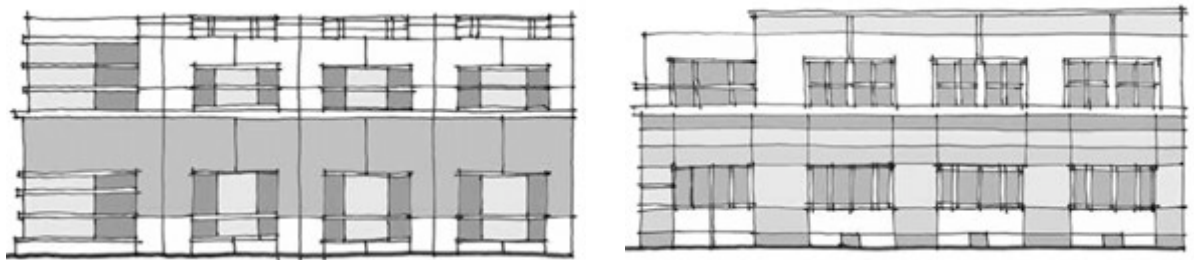
- i. The open space provided shall be appropriately distributed, designed and scaled in each of the character zones.
  - ii. The following criteria shall be used to evaluate the merits of proposed open spaces in the MUC-PD Detail Plan:
    - a. The extent to which environmental elements preserved are considered as “features” or “focal points” and integrated into and prominently featured as “front yards” in the development; adding value to the development;
    - b. The extent to which emphasis has been placed on preservation of existing wooded areas, view sheds, water bodies, topography, and stream corridors in a natural and contiguous state;
    - c. The extent to which pedestrian connectivity in the form of sidewalks, natural walking paths along stream and creek corridors has been accommodated; and
    - d. The extent to which a range of open spaces have been provided to be contiguous with existing open spaces and to invite passive recreational uses from plazas and squares to playgrounds, parks and environmental preserves, appropriately organized within the respective component zone.
  - iii. Open spaces may be in the form of plazas, pocket parks, children’s play areas, squares, linear greens, parks, and environmental preserves as outlined within Section 7.21 (Table 2.9.1) of the GDC. Active sports fields and structured recreational activities shall be limited to less than 10% of any required open space located in any character zone.
  - iv. Plazas and squares shall be permitted only in the Employment Mixed Use, Retail Mixed Use, and Mixed Use-Mixed Residential character zones. A plaza which is intended to serve as open space may be located at a street intersection or a focal point and shall generally be small in scale (under ¼ acre in size). A square which is intended to serve as open space may also be located at a street intersection or as a focal point of a development.
7. Special Designations: The following Special Designations are optional (unless required per Section VI.A.4 and Section VI.A.5), but if used, shall be designated on the Detail Plan:
- i. Mandatory and/or Recommended Commercial Ready/Active Edge Requirement: Shall be designated frontages requiring active ground floor uses for a minimum depth of 30’ (no residential units, lodging rooms, parking (except as permitted in Section VI.A.4), or service uses permitted) and with the ground floor façade being no less than 60% glazed (VT higher than 0.6). Such frontage designations are permitted in the following character zones: Employment Mixed Use, Retail Mixed Use, Mixed Use-Mixed Residential, and Transition.
  - ii. Designations for Mandatory and/or Recommended Gallery or Colonnade Frontage: requiring or advising that a building provide a permanent cover over the sidewalk, either cantilevered or supported by columns. The Gallery or Colonnade Frontage designation may be combined with a Commercial Ready or Commercial Required Frontage designation.

8. Building Design Standards: Building design standards shall be established at the time of the Detail Plan and shall be based on the following standards and criteria.
- i. Building Orientation:
    - a. Primary Façade Orientation: For EMU and MU-MR Character Zones, primary building facades for all non-residential and mixed use buildings shall be oriented towards a Type “A” frontage designation or toward a focal point such as a landscaped street, plaza, similar formal open space or an environmental feature (which shall be considered as a Type “A” frontage as long as a sidewalk or trail is located along that frontage and links the buildings to the open space/environmental feature). For Mixed Residential at least 50% of the lots shall be oriented to a Type “A” frontage designation or toward a focal point such as a landscaped street, plaza, similar formal open space or an environmental feature (which shall be considered as a Type “A” frontage as long as a sidewalk or trail is located along that frontage and links the buildings to the open space/environmental feature). For MU-MR Category 3 lots, at least 50% of the lots shall be oriented to a Type “A” frontage designation or toward a focal point such as a landscaped street, plaza, similar formal open space or an environmental feature (which shall be considered as a Type “A” frontage as long as a sidewalk or trail is located along that frontage and links the buildings to the open space/environmental feature).
    - b. Building Frontage: Lots and blocks along Type “A” frontages shall establish a minimum standard for building frontage per the Development Standards Table for each character zone. Lots and blocks along Type “B” frontages need not specify a minimum building frontage requirement. (see illustration in the Definitions section on how building frontage is to be calculated).
    - c. Building Setbacks and Build-to Zones: Buildings shall be built at or close to the sidewalk along Type “A” frontages to better define the pedestrian realm. Any off-street surface parking along Type “A” frontages shall be minimized, be located in the middle of the block, and screened by a minimum 3’ high vegetative screen. The specific minimum and maximum building setbacks shall be established by the applicant at the time of Detail Plan application per the criteria Development Standards Table for each character zone.
  - ii. Building Façade Standards:
    - a. Primary facades along Type “A” frontages shall contain the main entrance of any principal building located along that street.
    - b. All principal buildings located on a Type “A” frontage shall also have doors, windows, and other architectural features facing that street/frontage. Non-residential or mixed use corner buildings shall have at least one customer entrance facing each street or a corner entrance instead of two entrances.
    - c. The minimum ground floor height as measured from the finished sidewalk to the bottom of the second floor structural member for all Required and/or Recommended Commercial Ready frontages shall be 12 feet.
    - d. The ground floor elevation of all residential buildings along a designated Type “A” frontage (attached, detached, and stacked) located less than 10’ from the front property line or sidewalk shall be raised a minimum of 18” above the

finished level of the public sidewalk/trail in front of the residential structures. This standard does not apply to frontages where Commercial Ready ground floors are required.

- e. All development shall provide ground floor windows on the building façade facing and adjacent to a street (with the exception of alleys) or facing onto a park, plaza, or other civic space. The required area of windows and doors on each street façade along a Type “A” frontage, park, square, green, plaza, or other civic space as a percentage of that façade shall be established by the applicant at the time of Detail Plan based on the character zone criteria. The required minimum area of windows and doors on all other street facades (Type “B” frontages with the exception of alleys) may be reduced by 20% of the corresponding requirement along a Type “A” frontage façade. Darkly tinted windows and mirrored windows that block two-way visibility shall not be permitted along ground floor facades along Type “A” frontages.
9. Architectural Design Standards: To ensure compatibility of building types and to relate new buildings to the building traditions of the region, architectural design shall be regulated, governed, and enforced through architectural design standards proposed by the applicant at the time of Detail Plan. The applicant shall submit the proposed standards as a part of the Detail Plan application for all development in the proposed Detail Plan. The architectural design standards shall comply with Chapter 4, Article 6 of the GDC as the basis and may be varied as necessary. The Director of Planning shall review the proposed standards for compliance with this section and the GDC and shall be a part of the approval of the Detail Plan. Architectural design standards for any proposed development in the MUC-PD shall:
- i. specify the materials and configurations permitted for walls, roofs, openings, street furniture, and other elements;
  - ii. be based on traditional/historical building precedents from the region;
  - iii. include the following:
    - a. architectural compatibility among structures within the different building types included in the different character zones;
    - b. human scale design;
    - c. pedestrian use of the entire PD;
    - d. relationship to the street, to surrounding buildings, and appropriate transitions to adjoining land uses (including existing neighborhoods); and
    - e. special architectural treatment of gateways/civic buildings.
  - iv. All building frontages along public and private streets (with the exception of alleys) shall break any flat, monolithic facades by including architectural elements such as bay windows, recessed entrances, or other articulations so as to provide pedestrian interest along the street level façade including discernible and architecturally appropriate features such as, but not limited to, porches, cornices, bases, fenestration, fluted masonry, bays, recesses, arcades, display windows, unique entry areas, plazas, courts, or other treatments to create visual interest, community character, and promote a sense of pedestrian scale.
  - v. All buildings in the MUC-PD character zones shall be constructed with exterior building materials and finishes of a quality to convey an impression of permanence and durability. Materials such as masonry (stone, brick, 3-step stucco) and similar durable architectural materials are allowed as primary building materials and shall be approved with a Detail Plan.

- vi. Non-residential buildings and sites shall be organized to group the utilitarian functions away from the public view of any street (with the exception of alleys). Delivery and loading operations, HVAC equipment, trash compacting and collection, and other utility and service functions shall be incorporated into the overall design of the buildings and landscaping. The visual and acoustic impacts of all mechanical, electrical, and communications equipment (ground and roof-mounted) shall not be visible from adjacent properties and public streets, and screening materials and landscape screens shall be architecturally compatible with and similar to the building materials of the principal structures on the lot.
10. Design Standards for Data Centers: The following standards shall apply to any street facing facades of data centers in the MUC-PD. If data centers are located along Campbell Road or Lookout Drive, then the Special Frontage standards in Section VI.A.4.i.c shall supersede the standards below.
- i. Flat, blank walls shall not be allowed. If no windows and doors are provided along street facing façades, a minimum of one of the following treatments shall be required:
    - a. Color and textured panels to imitate the look of windows;
    - b. Horizontal or vertical articulations of the building façade; or
    - c. Changes in color, texture, or materials to provide horizontal and/or vertical rhythms



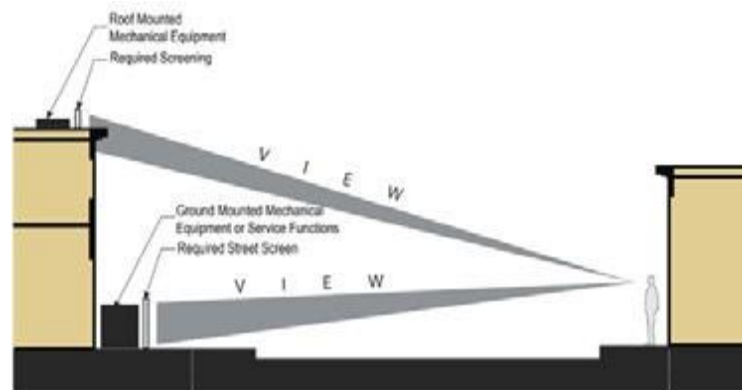
*Desired street façade treatment for Data Centers*

- ii. Any screening wall or security fence along a street shall meet the following standards:
  - a. Screening walls shall not be completely opaque.
  - b. They may be transparent or semi-opaque with architectural metal, wrought iron, galvanized steel or similar material or a combination of masonry columns and wrought iron with landscaping.
  - c. Screening walls along sidewalks shall be set back a minimum of 3' to allow for landscaping.
  - d. Screening wall height shall not exceed 10'
  - e. To the extent possible, any frontage of such screening walls shall be minimized along Type "A" streets.
  - f. To the extent possible, any frontage of such screening walls shall be minimized along Type "A" streets.



*Images of desired screening/security fence design for data centers*

- iii. In cases where a building may have to be setback more than the maximum setback allowed along a particular street for security or functional purposes, a screening wall or fence may be established within the build-to zone to provide for street wall definition. In such cases, the building shall be exempt from any maximum setback requirement in that character zone.
- iv. Any roof or ground mounted mechanical equipment shall be screened from view as shown in the illustration below. Design of such screening shall be architecturally integrated with the design of the building and use the same material as the primary façade material of the building.



*Required screening of roof and ground mounted mechanical equipment*

- v. In lieu of the above standards, the applicant may provide and request approval of alternative design standards for building facades and screening fences along street frontages. Such requests shall be reviewed by the Director of Planning and approved if the alternative standards submitted provide the same or greater level of design treatment as it relates to the street and adjoining neighborhood context and meets the intent of the standards in this section.

11. Location and Design of Parking and Service Areas: The number of off-street parking spaces provided shall be as set forth within Section 2.51 of the GDC unless the applicant provides alternative standards for the quantity of off-street parking proposed (both automobile and bicycle parking) for the MUC-PD character zones based on an analysis of the parking demand and a transportation management study for the mix of uses proposed and availability of on-street parking in the PD at the time of Detail Plan application. The Detail Plan shall establish the parking standards based on documented parking demand and transportation management study provided by the applicant. The standards set forth in the GDC shall be used if the applicant does not specifically provide alternative standards. Every effort should be made to incorporate shared parking as outlined within Chapter 4, Article 2 of the GDC. In addition, the location of surface parking on individual lots shall be regulated as follows:
- i. Except as described in Section VI.A.4, surface parking lots for non-residential uses shall be located at the side or rear of a building. Specifically, the frontage of off-street surface parking lots shall be minimized along Type “A” frontage designations. If located adjacent to a Type “B” frontage or a residential use, screening shall be provided in the form of a landscaped/vegetative or combination fence which is at least 3 feet in height.
  - ii. A surface parking lot may not be adjacent to a street intersection with a Type “A” frontage or civic space such as a plaza or square, or occupy a lot that terminates a street vista.
  - iii. Shared parking facilities are encouraged for uses in the Employment Mixed Use, Retail Mixed Use, Mixed Use-Mixed Residential, and Transition character zones.
  - iv. Bicycle parking shall be provided for non-residential uses, multi-family uses, and especially for schools, parks, trails, and other recreational facilities. Bicycle parking shall be provided at a rate of 2.5% of all off-street automobile parking spaces provided for all non-single-family residential uses (attached and detached) unless an alternative standard is established in conjunction with a parking study for specific Detail Plan. Bicycle parking may be shared between uses and should be centrally located, easily accessible, covered/protected from the elements, lit at night, and visible from streets or parking lots. They may be located between the roadway and the building facades as long as their location does not impede pedestrian walkways.
  - v. Any off-street parking provided for residential uses shall be located in such a manner as to minimize the impact of garages and driveways along the residential street. All residential lots that are 49 feet or less in width shall have off-street parking and/or garages accessed from alleys. All lots 50’ or wider may have front loaded garages, but in no case shall the width of the garage exceed 50% of the front façade width of the entire building. In addition, the garage shall be set back at least five (5) feet from the front façade of the home and at least twenty (20) feet from the front property line. J-swing garages may be permitted if they meet the standards above on lots 50’ or wider. Shared driveways on adjoining lots are permitted on lots 50’ or wider.

- vi. Front facing garage doors must employ at least four (4) architectural elements which may include balconies or other decorative overhangs above doors, columns flanking doors, decorative banding or moldings, multiple panel door designs or other architectural detailing with larger decorative brackets, windows/openings on garage doors, arches, decorative vent covers on gable just above garage, or sconce lighting flanking the garage doors.

12. Design of Automobile Related Site Elements (Drive-Throughs, service bays, etc.)

- i. Drive-through lanes, drive up windows, service bays, and other auto-related site elements shall not be located along or be visible from any Type "A" Frontages.
- ii. Along Type "B" Frontages, no more than 60% of the lot's frontage along a Type "B" Frontage shall be dedicated to auto-related site elements such as driveways, surface parking lots, or drive through/service bays).
- iii. Drive-through lanes shall be hidden behind a screening device (min. 3' in height) along the Type "B" frontage. There shall be no limit to the number or frontage of drive-through lanes located along alleys or internal driveways.
- iv. All off-street loading, unloading, and trash pick-up areas shall be located along alleys only. Such uses may be located along Type "B" Frontages only if the lot has no access to an alley. Any off-street loading, unloading, or trash pick-up areas shall be screened in accordance with Section VI.A.10.
- v. Driveways shall be located along Type "B" Frontages unless the site has no access to a Type "B" Frontage or alley. Two lane driveway widths shall be a maximum of 24' unless providing service access in which case they shall be no wider than 30'. Three lane driveways shall have maximum width of 36 feet and may only be located off Type "B" frontages or alleys. Driveways shall maintain a continuous and level sidewalk across the curb cut. Driveway spacing shall be per the GDC or as approved by the Director of Transportation. Driveways along PGBT access road are under the purview of Texas Department of Transportation (TxDOT) and shall meet TxDOT standards.
- vi. Driveways and streets shall meet the city's sight distance standards in the GDC.

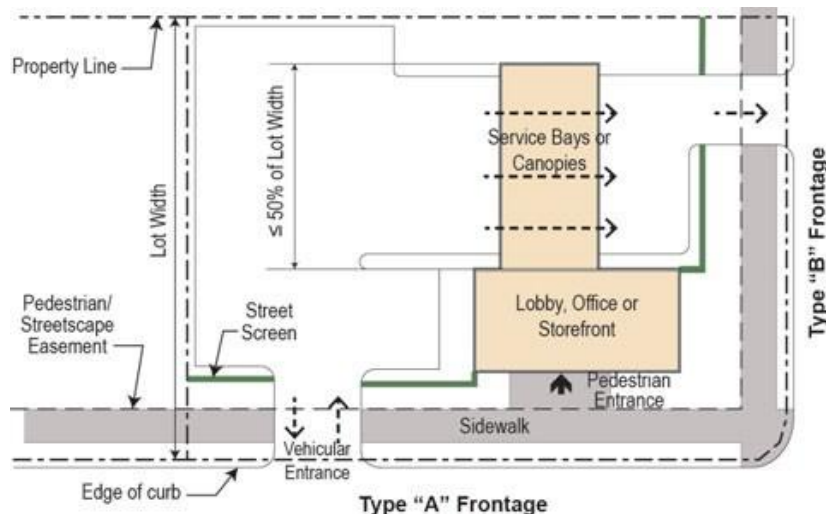


Image showing appropriate design of auto-related site elements



### 13. Design of Parking Structures

- i. All frontages of parking structures located on Type “A” frontages shall be lined by active edges or commercial ready frontages on the ground floor to a minimum depth of 30 feet.
- ii. Parking structure facades on all public streets (except alleys) shall be designed with both vertical (façade rhythm of 20’ – 30’) and horizontal (aligning with horizontal elements in the block) articulation.
- iii. All above-grade parking structures shall be designed with a distinguishable first floor, upper façades and roofs. Parking garage first floors shall be designed at human scale with pedestrian-scale elements such as awnings, canopies, window breaks and door openings. Above-grade parking garages may be designed using decorative metal elements such as ornate meshes, screens and the like, but shall not be allowed to have non-decorative steel guard cables that are visible to the public or to adjacent properties.
- iv. Where above ground structured parking is located at the perimeter of a building, it shall be screened in such a way that the majority of cars on all parking levels are not visible from adjacent buildings or a Type “A” street. Parking garage ramps shall, generally, be oriented so they are not visible from any Type “A” street. Ramps shall not be located along the perimeter of the parking structure with frontage along a Type “A” designation. Architectural screens shall be used to articulate the façade, screen parked vehicles, and shield car bumpers and headlights.



*Images showing appropriate design of parking structures*





14. Landscaping Standards

- i. The purpose of landscaping in the MUC-PD is to enhance pedestrian and open space areas, to help delineate active areas from passive areas, to provide a screening buffer between pedestrians and vehicular circulation, utility functions, and incompatible adjacent developments.
- ii. The applicant shall submit a landscape plan in conjunction with the Detail Plan application. The landscape plan establishes the design direction and general schematics for all proposed landscaping including all major aspects of the public realm such as street trees, plant/tree palette, streetscape treatments, pavement treatments, front yards, and medians; proposals for required parking lot landscaping, screening, design for all open spaces, and lighting.
- iii. Proposed landscaping shall meet the following standards:
  - a. Be pedestrian oriented.
  - b. Designed in such a way to not create a security or physical hazard to pedestrians, bicyclists or motorists.
  - c. Enhance or complement the architectural design of the mixed-use development.
  - d. Provide visual interest year-round. Utilize water conservation methods and drought tolerant planting where possible.
  - e. Shall be provided between parking lots and all adjacent sidewalks.
  - f. Meet the standards for Installation and Maintenance in the GDC Section 4.32.
  - g. Propose a plant/tree palette that mostly includes indigenous species. (Plant list in Section 4.48 of the GDC shall be used for the vegetation palette)

B. Site Development Standards by Character Zone

Standards in the MUC-PD are intended to facilitate the development of unique and pedestrian-friendly environments within the different character zones. To this end, design and development standards are intended to be tailored to create such an environment. In order to provide flexibility in use with prescription of the building form, some development standards for each Detail Plan in the PD shall be established via the Detail Plan consistent with the requirements in this PD.

The following standards shall apply to development in the MUC-PD. Most standards have a numerical range and few have a specific numerical value. Due to the inapplicability of one development standard across all character zones and to encourage a diversity of development proposals, the developer shall propose the standards indicated as “Flexible” or “Permitted/Flexible” on the following table (Table 6-3) for the proposed development at the time of Detail Plan application submittal. But the proposed standards shall be based on the Zoning Framework Plan and standards in this PD.

| SH 190 FBC Zoning District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                  |                                                |                                                |                                                |                                                |
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| TABLE 6-3: DEVELOPMENT STANDARDS TABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                  |                                                |                                                |                                                |                                                |
| Character Zone<br>Development Standard                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Employment Mixed Use                                                                                                                                                                                                                                                             | Retail Mixed use                               | Mixed Use – Mixed Residential                  | Transition                                     | Mixed Residential                              |
| 1.0 Building and Site Standards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                  |                                                |                                                |                                                |                                                |
| a. Principal Building Height*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | No maximum                                                                                                                                                                                                                                                                       | No maximum                                     | 10 stories or 65' by right                     | 5 stories or 40' (maximum)                     | 3 stories or 40' (maximum)                     |
| * Building height shall be measured in number of stories. Habitable attics and mezzanines shall be excluded from the height calculation as long as they do not exceed 50% of the floor area of a typical floor in the same building.<br>Height Compatibility Zone Along Holford Road (applies to all character zones): All development within 200 feet of Holford Road (as measured from the western edge of Holford Road ROW) shall be limited to no more than 3 stories. (see Zoning Framework Plan for location) |                                                                                                                                                                                                                                                                                  |                                                |                                                |                                                |                                                |
| b. Setbacks and build-to zones**                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Note about measuring setbacks: In cases where the ROW is established at or behind the curb line of streets, setbacks shall be measured from the edge of the pedestrian easement or parkway /streetscape zone or utility easement closest to the building face along that street. |                                                |                                                |                                                |                                                |
| Front – Type “A” frontages^                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Min. setback = Flexible;<br>Max. setback = 25'                                                                                                                                                                                                                                   | Min. setback = 5' - 15';<br>Max. setback = 25' | Min. setback = 5' - 20';<br>Max. setback = 30' | Min. setback = 5' - 20';<br>Max. setback = 30' | Min. setback = 5' - 20';<br>Max. setback = 40' |
| Front – SH 190                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Min. setback = 20';<br>Max. setback = Flexible                                                                                                                                                                                                                                   | Min. setback = 20';<br>Max. setback = Flexible |                                                |                                                |                                                |
| Type “B” Frontage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Min. setback = 5';<br>Max. setback = Flexible                                                                                                                                                                                                                                    | Min. setback = 5';<br>Max. setback = Flexible  | Min. setback = 10';<br>Max. setback = Flexible | Min. setback = 10';<br>Max. setback = Flexible | Min. setback = 10';<br>Max. setback = Flexible |
| Side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Flexible                                                                                                                                                                                                                                                                         | Flexible                                       | Flexible                                       | Flexible                                       | Flexible                                       |
| Rear                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Flexible                                                                                                                                                                                                                                                                         | Flexible                                       | Flexible                                       | Flexible                                       | Flexible                                       |
| **Minimum and/or maximum setback standards shall be proposed by the applicant for each character zone based on the above criteria and Development Standards established in this PD.<br>**Specific standards for curvilinear streets may be proposed.<br>^ Maximum setbacks along Type “A” frontages that are along improved public space (park, plaza or other civic feature) between the street/sidewalk and building face may exceed the standards established in this table.                                     |                                                                                                                                                                                                                                                                                  |                                                |                                                |                                                |                                                |
| c. Minimum Building Frontagee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                  |                                                |                                                |                                                |                                                |
| Type “A” Frontages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 60%                                                                                                                                                                                                                                                                              | 60%                                            | 60%                                            | 60%                                            | 60%                                            |
| All other Frontages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | None required                                                                                                                                                                                                                                                                    | None required                                  | None required                                  | None required                                  | None required                                  |
| eCorner building facades at street intersections shall be built to the build-to-zone for a minimum of 30' from the corner along both streets or the width of the corner lot, whichever is less. This standard shall apply to any street intersection with a Type “A” Development Frontage designation (even if the cross street has a Type “B” Frontage designation).                                                                                                                                               |                                                                                                                                                                                                                                                                                  |                                                |                                                |                                                |                                                |
| d. Accessory buildings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Permitted/Flexible                                                                                                                                                                                                                                                               | Permitted/Flexible                             | Permitted/Flexible                             | Permitted/Flexible                             | Permitted/Flexible                             |
| Standards for accessory uses and structures shall be provided by the applicant. The standards shall result in accessory buildings being subordinate in size and scale to the principal building. Standards in Division 4, Article 5, Chapter 2 of the GDC shall apply if the applicant does not specifically provide regulations for accessory uses and structures.                                                                                                                                                 |                                                                                                                                                                                                                                                                                  |                                                |                                                |                                                |                                                |
| e. Principal building orientation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Buildings shall be oriented to a Type “A” frontage or toward another focal point such as a park, plaza, square, other open space or environmental feature.                                                                                                                       |                                                |                                                |                                                |                                                |
| f. Building façade & architectural design standards                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | The applicant shall propose appropriate building façade and architectural design standards for all the character zones in the development with the application for Detail Plan. They shall be based on the criteria established in this PD.                                      |                                                |                                                |                                                |                                                |
| 2. Block and Lot Standards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                  |                                                |                                                |                                                |                                                |

| SH 190 FBC Zoning District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                |                                                                                                                                                         |                                                                                                                                                      |                                                                                                                                       |                                                                                                                                       |
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| TABLE 6-3: DEVELOPMENT STANDARDS TABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                |                                                                                                                                                         |                                                                                                                                                      |                                                                                                                                       |                                                                                                                                       |
| Character Zone<br>Development Standard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Employment Mixed Use                                                                                                                                                                                                                           | Retail Mixed use                                                                                                                                        | Mixed Use – Mixed Residential                                                                                                                        | Transition                                                                                                                            | Mixed Residential                                                                                                                     |
| a. Block Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Regular (square or rectangular)<br>Irregular blocks may be permitted only if natural topography, existing roadways, and/or vegetation prevents a rectilinear grid                                                                              |                                                                                                                                                         |                                                                                                                                                      | Regular or irregular (square, rectangular, or curvilinear based on topography, existing roadways and vegetation)                      |                                                                                                                                       |
| b. Block Perimeter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Max. block perimeter = 2,500                                                                                                                                                                                                                   | Max. block perimeter = 3,000'                                                                                                                           | Max. block perimeter = 3,000'<br>(unless limited by unique site conditions such as topography and vegetation)                                        | Max. block perimeter = 2,000' (unless limited by unique site conditions such as topography and vegetation)                            | Max. block perimeter = 2,000' (unless limited by unique site conditions such as topography and vegetation)                            |
| c. Type "A" Development Frontage (Frontages along civic/open spaces shall be considered Type "A" development frontage)#                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Minimum of 25% of all new block frontages to be designated as Type "A" Development Frontage                                                                                                                                                    | Minimum of 25% of all new block frontages to be designated as Type "A" Development Frontage                                                             | Minimum of 50% of all new block frontages to be designated as Type "A" Development Frontage                                                          | Minimum of 25% of all new block frontages to be designated as Type "A" Development Frontage                                           | Minimum of 50% of all new block frontages to be designated as Type "A" Development Frontage                                           |
| d. Lot Area                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Flexible                                                                                                                                                                                                                                       | Flexible                                                                                                                                                | Flexible                                                                                                                                             | Flexible                                                                                                                              | Flexible                                                                                                                              |
| e. Lot Width and Depth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Flexible                                                                                                                                                                                                                                       | Flexible                                                                                                                                                | Flexible                                                                                                                                             | Flexible                                                                                                                              | Flexible                                                                                                                              |
| f. Minimum Lot Mix. Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | No                                                                                                                                                                                                                                             | No                                                                                                                                                      | Yes (To be established to get a mix of residential building types)                                                                                   | No                                                                                                                                    | Yes (To be established to get a mix of residential building types)                                                                    |
| g. Maximum Lot Coverage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Flexible                                                                                                                                                                                                                                       | Flexible                                                                                                                                                | Flexible                                                                                                                                             | Flexible                                                                                                                              | Flexible                                                                                                                              |
| # Blocks w/ more than 40% frontage along PGBT and Campbell need not meet minimum Type "A" block designation standards so long as they provide the following (i) continuous pedestrian path/trails on the major non-PGBT block faces at least 8 feet in width and shaded by trees; (ii) improved pedestrian crossings at all intersections from adjoining blocks even if private service drives; and (iii) utilize at least 5% of the 10% open space requirement for improved pedestrian gathering spaces connected through a continuous walkable environment to any adjoining development within the MUC-PD.                                                                                                                                                                                     |                                                                                                                                                                                                                                                |                                                                                                                                                         |                                                                                                                                                      |                                                                                                                                       |                                                                                                                                       |
| <b>3. Street Design Standards</b> (This standard applies to all new streets, public and private, located in the SH 190 FBC Zoning District)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                |                                                                                                                                                         |                                                                                                                                                      |                                                                                                                                       |                                                                                                                                       |
| Street design standards in the SH190 EC-PD shall be based upon creating a safe and inviting walking environment through an interconnected network of roads with sidewalks, street trees, street furniture, and amenities. Cul-de-sacs are prohibited unless natural features such as topography or stream corridors prevent a street connection. The right-of-way widths for streets in the SH 190 FBC shall be based on the palette of street types established in Appendix D. They are based on the ITE's Designing Walkable Urban Thoroughfares manual and NACTO's Urban Street Guide. They may be adjusted based on the specific Detail Plan with the approval of the City Engineer. Bicycle facility widths may be modified based on the City's adopted Master Thoroughfare Plan standards. |                                                                                                                                                                                                                                                |                                                                                                                                                         |                                                                                                                                                      |                                                                                                                                       |                                                                                                                                       |
| a. Design speed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ≤30 mph                                                                                                                                                                                                                                        | < 25 mph                                                                                                                                                | < 25 mph                                                                                                                                             | < 25 mph                                                                                                                              | < 25 mph                                                                                                                              |
| b. Street types allowed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | i. Boulevards: 4-lane divided)<br>ii. Avenues: 3-lane divided<br>iii. Main streets<br>iv. Residential streets: 2-lane undivided<br>v. Commercial Alleys                                                                                        | i. Boulevards: 4-lane divided)<br>ii. Avenues: 3-lane divided<br>iii. Main streets<br>iv. Residential streets: 2-lane undivided<br>v. Commercial Alleys | i. Boulevards: 4-lane divided)<br>ii. Avenues: 3-lane divided<br>iii. Residential streets: 2-lane undivided<br>iv. Commercial and Residential Alleys | i. Boulevards: 4-lane divided)<br>ii. Avenues: 3-lane divided<br>iii. Residential streets: 2-lane undivided<br>iv. Residential Alleys | i. Boulevards: 4-lane divided)<br>ii. Avenues: 3-lane divided<br>iii. Residential streets: 2-lane undivided<br>iv. Residential Alleys |
| c. Travel lane widths                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Appendix D, ITE's Designing Walkable Urban Thoroughfares manual or NACTO's Urban Street Design Guide shall guide the development of street design standards and shall be established as part of the DP with the approval of the City Engineer. |                                                                                                                                                         |                                                                                                                                                      |                                                                                                                                       |                                                                                                                                       |
| d. Turning radii                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                |                                                                                                                                                         |                                                                                                                                                      |                                                                                                                                       |                                                                                                                                       |
| e. On-street Parking (along all internal streets except alleys)<br>• Parallel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Permitted                                                                                                                                                                                                                                      | Permitted                                                                                                                                               | Permitted                                                                                                                                            | Permitted                                                                                                                             | Permitted                                                                                                                             |

| SH 190 FBC Zoning District                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                                                          |                                                          |                                                          |
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| TABLE 6-3: DEVELOPMENT STANDARDS TABLE                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                                                          |                                                          |                                                          |
| Character Zone<br>Development Standard                                                                                                                                                                                                                                                                                     | Employment Mixed Use                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Retail Mixed use                                           | Mixed Use – Mixed Residential                            | Transition                                               | Mixed Residential                                        |
| • Angled (head-in or reverse angled).                                                                                                                                                                                                                                                                                      | Permitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Permitted                                                  | Permitted                                                | Permitted                                                | Permitted                                                |
| • Head in perpendicular                                                                                                                                                                                                                                                                                                    | Not permitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Not permitted                                              | Not permitted                                            | Not permitted                                            | Not permitted                                            |
| f. Parking lane width                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                                                          |                                                          |                                                          |
| • Parallel                                                                                                                                                                                                                                                                                                                 | 8 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 8 feet                                                     | 8 feet                                                   | 8 feet                                                   | 8 feet                                                   |
| • Angled                                                                                                                                                                                                                                                                                                                   | 18-20 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 18-20 feet                                                 | 18-20 feet                                               | 18-20 feet                                               | 18-20 feet                                               |
| g. Alleys*                                                                                                                                                                                                                                                                                                                 | Permitted/Flexible                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Permitted/Flexible                                         | Permitted/Flexible                                       | Permitted/Flexible                                       | Permitted/Flexible                                       |
| 4. Streetscape Standards                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                                                          |                                                          |                                                          |
| a. Sidewalks/Trails/<br>Walkways                                                                                                                                                                                                                                                                                           | 10 feet (min. along Type “A”<br>Frontages)<br>6 feet (minimum along all other<br>streets except alleys)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 6 feet (minimum)                                           | 6 feet (minimum)                                         | 6 feet (minimum)                                         | 5 feet (minimum)                                         |
| b. Planter/Planting Strip Type                                                                                                                                                                                                                                                                                             | Required - Tree wells or Planters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Required - Tree wells or<br>Planters                       | Required - Tree wells or Planters                        | Required - Tree wells or<br>Planters                     | Required - Planters                                      |
| c. Planter/Planting Strip width                                                                                                                                                                                                                                                                                            | 6 feet (min.) wide tree well or<br>planting strip                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 6 feet (min.) wide tree well or<br>planting strip          | 6 feet (min.) wide tree well or<br>planting strip        | 6 feet (min.) wide tree well or<br>planting strip        | 6 feet (min.) wide planting<br>strip                     |
| d. Street trees                                                                                                                                                                                                                                                                                                            | Required/Flexible                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Required/Flexible                                          | Required/Flexible                                        | Required/Flexible                                        | Required/Flexible                                        |
| The applicant shall submit a proposed street tree planting plan, including a tree palette and spacing as a part of the Landscape Plan, which shall be reviewed as part of the Detail Plan and must be approved at time of Detail Plan. The requirements for the landscape plan are outlined in Section VI.A.14 of this PD. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                                                          |                                                          |                                                          |
| 5. Open/Civic Space Standards                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                                                          |                                                          |                                                          |
| a. Open/Civic Space                                                                                                                                                                                                                                                                                                        | Required/Flexible<br>Squares and plazas are<br>appropriate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Required/Flexible<br>Squares and plazas are<br>appropriate | Required/Flexible, Squares and<br>greens are appropriate | Required/Flexible, Squares<br>and greens are appropriate | Required/Flexible, Squares<br>and greens are appropriate |
| *Overall open/civic space allocations in the MUC-PD shall be a minimum of 10% of the gross area of the entire site included in the Detail Plan and shall be distributed appropriately between the character zones. The location and design of appropriate open spaces shall be based on Section VI.A.6 of this PD.         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                                                          |                                                          |                                                          |
| 6. Parking & Screening Standards                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                                                          |                                                          |                                                          |
| a. Off-street parking                                                                                                                                                                                                                                                                                                      | The number of off-street parking spaces provided shall be as set forth within Section 2.51 of the GDC. The applicant may provide alternative standards for the quantity of off-street parking proposed (both automobile and bicycle parking) for the MUC-PD character zones based on an analysis of the parking demand and a transportation management study for the mix of uses proposed and availability of on-street parking in the PD at the time of DP application. The PD shall regulate the location and design of all proposed off-street parking including any structured parking proposed per Section VI.A.12 and VI.A.13. |                                                            |                                                          |                                                          |                                                          |
| Parking standards in the FBC Zoning District are intended to be flexible due to the mixed use nature, shared parking opportunities, and availability of on-street parking.                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                                                          |                                                          |                                                          |
| b. Off-street loading                                                                                                                                                                                                                                                                                                      | Section 4.22 of the GDC applies unless alternative standards are provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                            |                                                          |                                                          | N/A                                                      |

\*Alleys shall be required for all residential development with lots 50 feet or less in width.

| SH 190 FBC Zoning District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                 |                                                                                                          |                                                                                                          |                                                                                                          |                                                                     |
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| TABLE 6-3: DEVELOPMENT STANDARDS TABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                 |                                                                                                          |                                                                                                          |                                                                                                          |                                                                     |
| Character Zone<br>Development Standard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Employment Mixed Use                                                                                                                                                                                                                                                            | Retail Mixed use                                                                                         | Mixed Use – Mixed Residential                                                                            | Transition                                                                                               | Mixed Residential                                                   |
| c. Screening<br>1. Trash/recycling receptacles                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Required/Flexible                                                                                                                                                                                                                                                               | Required for non-residential uses<br>Flexible for residential uses (along alleys if alleys are provided) | Required for non-residential uses<br>Flexible for residential uses (along alleys if alleys are provided) | Required for non-residential uses<br>Flexible for residential uses (along alleys if alleys are provided) | Flexible for residential uses (along alleys if alleys are provided) |
| 2. Other utility equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | See Sec. VI.A.11                                                                                                                                                                                                                                                                |                                                                                                          |                                                                                                          |                                                                                                          |                                                                     |
| 3. Loading spaces                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Screening required for non-residential uses. Section 4.41 and Section 4.42 of the GDC applies for non-residential uses only unless alternative standards are provided                                                                                                           |                                                                                                          |                                                                                                          |                                                                                                          |                                                                     |
| 4. Surface parking areas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Required/Flexible (Standards in Section 4.35 and Section 4.44 of the GDC shall apply to any surface parking located along any public street with the exception of alleys unless the applicant proposes alternative screening standards at the time of Detail Plan. )            |                                                                                                          |                                                                                                          |                                                                                                          |                                                                     |
| 7. Landscape and Streetscape                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                 |                                                                                                          |                                                                                                          |                                                                                                          |                                                                     |
| a. Landscaping#<br>1. Landscape buffer between surface parking and sidewalks/trails and streets (except alleys)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Required/Flexible                                                                                                                                                                                                                                                               | Required only for non-residential uses                                                                   | Required only for non-residential uses                                                                   | Required only for non-residential uses                                                                   | N/A                                                                 |
| 2. Parking lot minimum interior landscaping                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Flexible                                                                                                                                                                                                                                                                        | Flexible                                                                                                 | Flexible                                                                                                 | Flexible                                                                                                 | N/A                                                                 |
| #The applicant shall provide a landscape plan with the Detail Plan application that identifies landscape themes and general design approach addressing street tree planting, streetscape treatments, any required screening, parking lot landscaping, and landscaping proposed in all the identified open space areas. Information provided at the Detail Plan phase may be schematic meeting the design intent of the proposed development. Detailed landscaping plans shall be required at the site plan stage for all non-residential development. The requirements for the landscape plan are outlined in Section VI.A.14 of this Code. |                                                                                                                                                                                                                                                                                 |                                                                                                          |                                                                                                          |                                                                                                          |                                                                     |
| b. Lighting<br>1. Street Lighting<br>2. Building entrances<br>3. Parking areas, trails, and streets                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Required/Flexible (As a part of the Detail Plan application, the applicant shall propose lighting standards that includes street light standards and other amenities as a part of the streetscape treatment plan. The landscape plan may be combined with a plan for lighting.) |                                                                                                          |                                                                                                          |                                                                                                          |                                                                     |
| 8. Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                 |                                                                                                          |                                                                                                          |                                                                                                          |                                                                     |
| Flexible (Flexible signage in the SH 190 MUC-PD may be proposed by the applicant and approved by the Plan Commission as part of the Detail Plan application or as a separate Master Sign Plan. Signage in the SH 190 MUC-PD shall integrate the streetscape and architectural design of the district through a palette of signs that enhance the pedestrian environment and create a unique identity. If no standards are proposed by the applicant, standards in Chapter 4, Article 5 of the GDC shall apply.)                                                                                                                             |                                                                                                                                                                                                                                                                                 |                                                                                                          |                                                                                                          |                                                                                                          |                                                                     |
| 9. Stormwater Drainage: Detention of storm water runoff is only required for drainage areas abutting the Spring Creek Forest Preserve Ecological Boundary an approximately 450 to 550-foot wide strip of property north of the SH 190 service road between Campbell and Holford Roads and / or when the development generates a runoff greater than the downstream storm sewer system is designed for.                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                 |                                                                                                          |                                                                                                          |                                                                                                          |                                                                     |

## VII. Definitions

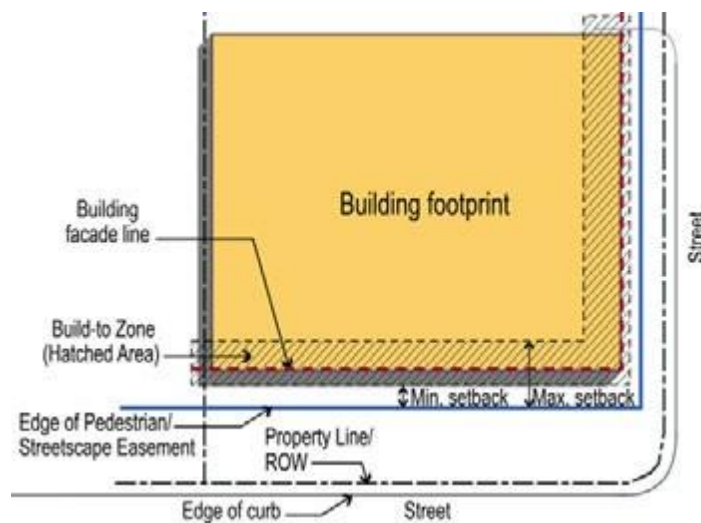
Many terms used in this Section are defined in GDC. Definitions are only included here if not defined in Chapter 6 of the GDC, or if the definition for this PD differs from Chapter 6 of the GDC. In case of a conflict between the definitions under this Section and the GDC, the definitions in this section shall supersede.

### **Block Perimeter**

Is the sum total of all block face dimensions circumscribed by public or private streets and pedestrian facilities with public access easements per the requirements in this PD.

### **Build-to Zone (BTZ)**

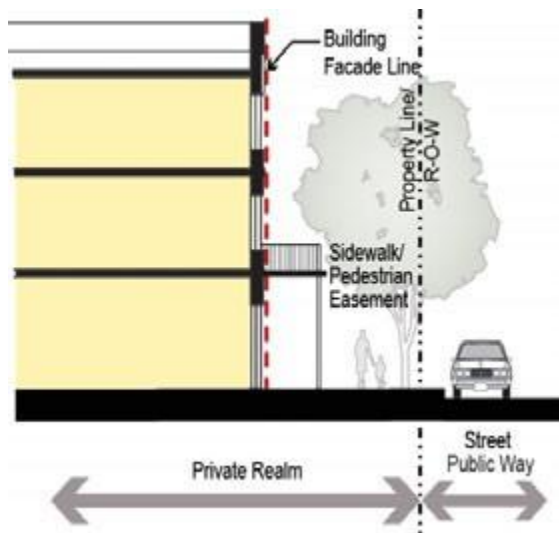
Is the area between the minimum and maximum front setbacks from the edge of the pedestrian easement closest to the building facade. The principal building façade line shall be located within this area.



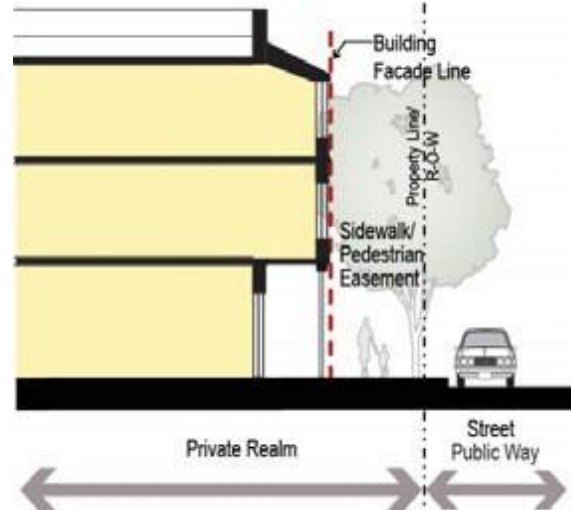
*Illustration indicating the location of the build-to zone relative to the minimum and maximum setbacks and the building façade line*

### ***Building Façade Line***

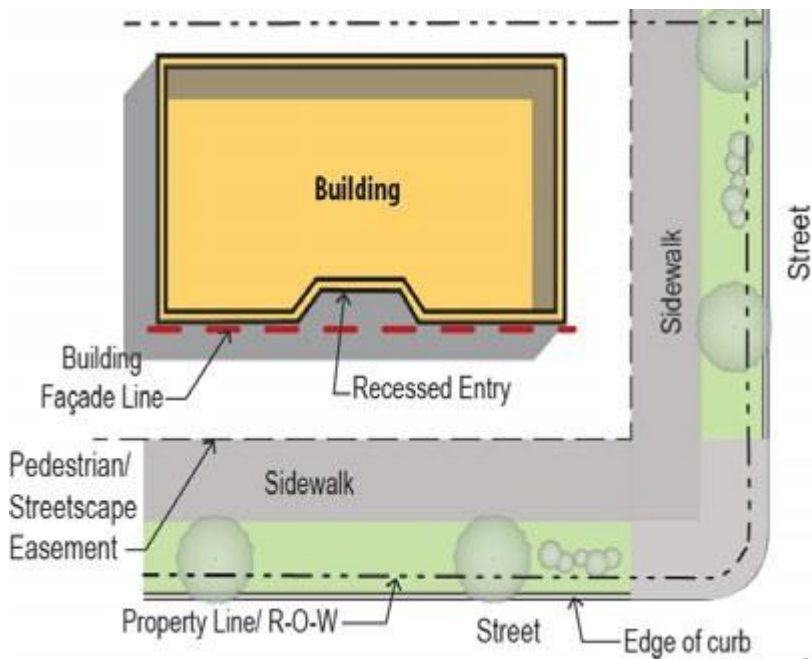
Is the location of the vertical plane of a building along a street frontage.



*Section View – Gallery Building*



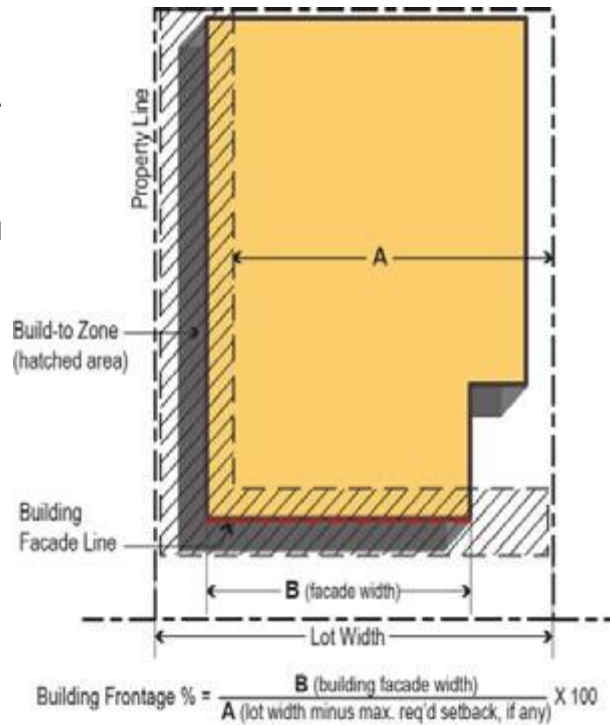
*Section View – Arcade Building*



*Plan View  
Building Façade Line Illustrations*

### **Building Frontage**

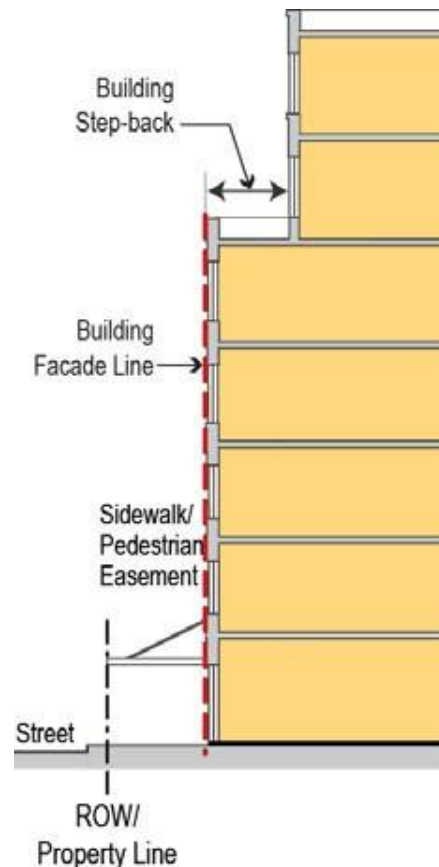
Is the percentage of a building's façade line that is required to be located within the Build-to Zone (BTZ) as a proportion of the lot's width along the fronting public street. Required driveways, stairs to access entrances, parks, plazas, squares, improved forecourts, and pedestrian breezeway frontages shall count towards the required building frontage.



*Image showing Building Frontage calculation*

### **Building Step-back**

Building step-back is the setting back of the building façade line away from the street at a specific floor or height.



*Illustration of a Building Step-back*

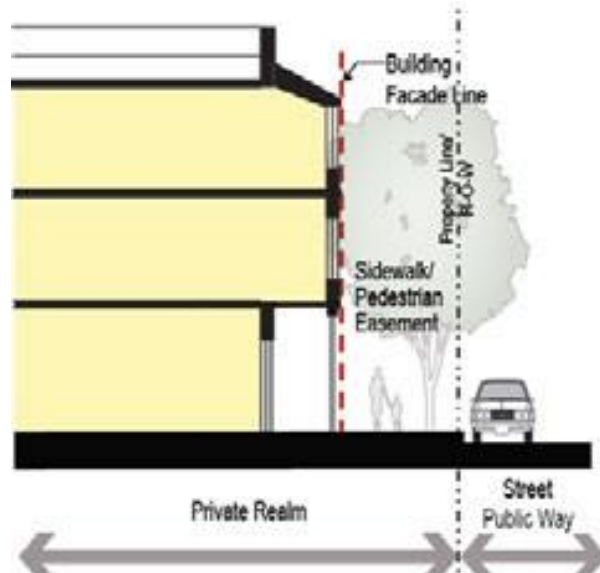


### **Colonnade**

Is a portion of the main façade of the building that is at or near the property line and a colonnade supports the upper floors of the building. Colonnades are intended for buildings with ground floor commercial or retail uses. The ground floor area within the colonnade may be conditioned or non-conditioned space.



*Images of colonnade buildings*



*Images of colonnade buildings*

**Character Zone**

Means an area within any SH 190 MUC-PD District that is intended to preserve and/or create an urban form that is distinct from other areas. Arrangement and allocation of the Character Zones are in the Zoning Framework Plan.

**Commercial Use or Mixed Use Building**

Means a building in which at least the ground floor of the building is built to Commercial Ready standards and any of the floors are occupied by non-residential or residential uses.

**Commercial Ready or Commercial Required**

Means a ground floor space constructed with appropriate building orientation, entrance and window treatment and floor-to-floor height in order to accommodate ground floor retail/commercial uses (including but not limited to commercial, retail, restaurant, entertainment, and lobbies for civic, OR hotel, or multi-family uses). Standards for Commercial Ready or Active Edge frontages are to be established based on the requirements of this PD. Prior to the issuance of a certificate of occupancy for a retail/commercial use in a Commercial Ready space, the space must comply with all building and construction Sections for commercial uses. The intent of Commercial Ready or Commercial Required space is to provide the flexibility of occupying a space in accordance with market demand and allowing the use in such space to change to retail/commercial uses accordingly.

**Comprehensive Plan:**

Is Envision Garland, the City of Garland's comprehensive framework for informed decision making and establishes the blueprint for the long-term growth and development of the City.

**Data Center:**

Is a facility used to house computer systems and associated components, such as telecommunications and storage systems. It generally includes redundant or backup power supplies, redundant data communications connections, environmental controls (e.g., air conditioning, fire suppression) and various security devices.

**Director of Planning**

Shall be the City of Garland Director of Planning or his/her designee.

**Dwelling, Single-Family Attached (Townhouse)**

One of a group of no less than three nor more than six attached dwelling units, separated from each other by fire-rated walls in compliance with the City's building codes or separated from each other by no more than 5 feet. Each dwelling unit occupies its own separately platted lot and may be two or more stories in height. Does not include Dwelling, Multi-Family or Dwelling, Single-Family Detached.

**Encroachment**

Means any structural or non-structural element such as a sign, awning, canopy, terrace, or balcony that breaks the plane of a vertical or horizontal regulatory limit, extending into a setback, into the public right-of-way, or above a height limit.

**Façade Area**

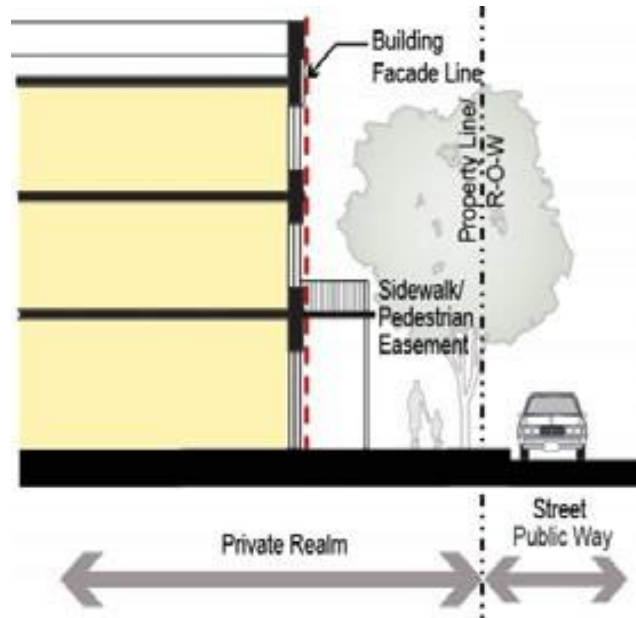
Means the surface area of a building's elevation (including all floors) not counting minor indentations fronting a particular street. Ground floor façade area is the surface area of a building's ground floor elevation not counting minor indentations fronting a particular street. Upper floor façade area is the surface area of a building's upper floor elevations not counting minor indentations fronting a particular street.

### ***Frontage Designation***

As identified on the approved Detail Plan, future streets in the SH 190 MUC-PD Districts are designated as Type “A” or Type “B”. Each frontage designation establishes a certain development context in order to improve walkability and pedestrian orientation within the district.

### ***Gallery***

Is a roofed promenade or canopy, especially one extending along the wall of a building and supported by arches or columns on the outer side. The gallery space is unenclosed (non-conditioned) space and may be 2 or more stories tall.



*Images of Galleries*

### ***ITE's Designing Walkable Urban Thoroughfares Manual***

**Daisa, James M.**, *Designing walkable urban thoroughfares: a context sensitive approach*.  
Washington, DC: Institute of Transportation Engineers. (most recent edition)

### ***Live-Work Unit***

Means a dwelling unit that is also used for work purposes, provided that the 'work' component is restricted to the uses of professional office, artist's workshop, studio, or other similar uses and is located on the street level and constructed as separate units under a condominium regime or as a single unit. The 'live' component may be located on the street level (behind the work component) or any other level of the building. Live-work unit is distinguished from a home occupation otherwise defined by the TDS in that the work use is not required to be incidental to the dwelling unit, non-resident employees may be present on the premises and customers may be served on site.

### ***Minor Amendments***

Means a requested amendment to an approved plan (DP) per Table 4-1. The Director of Planning shall have the authority to approve or approve with conditions or deny a minor amendment to an approved plan.

### ***Multi-Unit home***

Means a Residential building containing between 2 and 6 units either as leasable units or individually owned. Architecturally, multi-unit homes are designed to appear similar to single-family homes with only one or two primary entrances per street frontage. Additional entrances are permitted along other non-street facing facades.

### ***NACTO's Urban Street Design Guide***

*Urban Street Design Guide*. New York City: National Association of City Transportation Officials.  
(most recent edition)

### ***Open Space***

Is publicly accessible open space in the form of parks, courtyards, forecourts, plazas, greens, playgrounds, squares, etc. provided to meet the standards in of this PD. Open space may be privately or publicly owned and/or maintained.

### ***Primary Entrance***

Means the public entrance located along the front of a building facing a street or sidewalk and provides access from the public sidewalk to the building. It is different from a secondary entrance which may be located at the side or rear of a building providing private controlled access into the building from a sidewalk, parking or service area.

### ***Residential Use Building***

Means a building that is built to accommodate only residential uses on all floors of the building such as a detached single family home, attached single family home (i.e. townhome), two family home (i.e. duplex), multiple family (3 or more), apartment building (under single ownership or under multiple owners within a condominium regime).

### ***Sample Illustrative Plan***

Is to provide guidance on how to translate the Zoning Framework Plan into a Detail Plan that establishes the details required to develop under this PD including, but not limited to, the allocation of component zones, layout of streets and open spaces, and mix and intensity of uses. These Sample Illustrative Plans will then be the basis to create final Detail Plan by property owners/developers at the time of new development.

### **Service-related site functions**

Means all uses that support the principal use on the site including parking access, garbage/trash collection, utility meters and equipment, loading/unloading areas, and similar uses.

### **Street Screen**

Is a freestanding wall or living fence or combination fence built along the frontage line or in line with the building façade along the street. It may mask a parking lot or a loading/service area from view or provide privacy to a side yard and/or strengthen the spatial definition of the public realm.



*Image of a combination masonry and living street screen*

### **Street Wall**

Indicates the creation of a “wall” or a sense of enclosure along the street with buildings placed immediately adjacent to the street/sidewalk. A street wall has a “void” if there is a surface parking lot or service area adjacent to the sidewalk/street.

### **Type “A” Frontage**

Means the block frontages identified as such on the adopted Detail Plan. Type “A” frontages are the primary pedestrian frontages and buildings along Type “A” frontages shall be held to the highest standard of pedestrian-oriented design. If Type “A” frontages are facing Type “B” frontages along the same street, the Type “B” frontages shall utilize enhanced streetscaping and/or landscaping to complement the streetscaping or landscaping utilized by the facing Type “A” Frontage including the screening of surface parking lots along the Type “B” Frontage in order to minimize the interruption to the quality of pedestrian experience along such frontage.

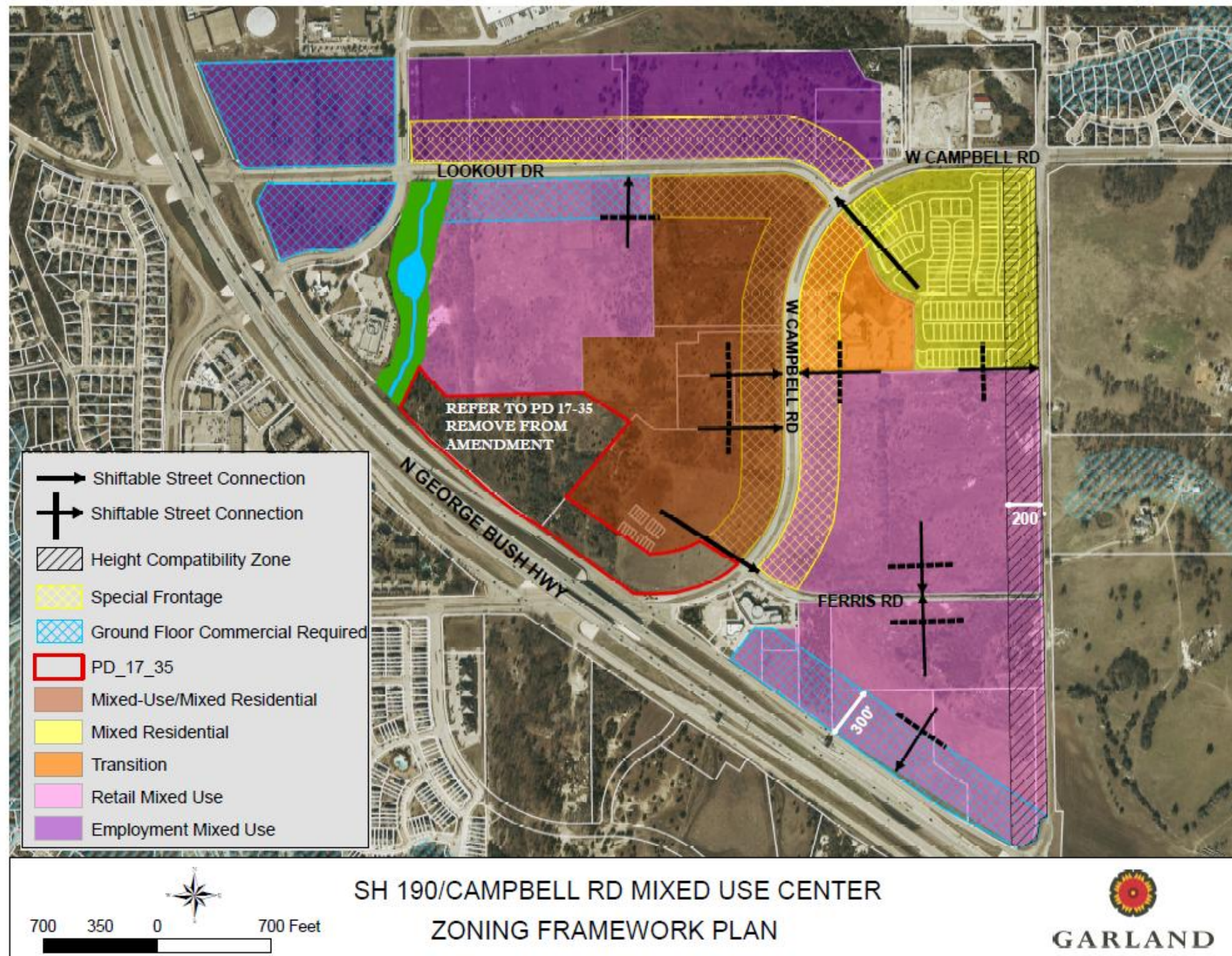
### **Type “B” Frontage**

Means the block frontages identified as such on the adopted Detail Plan. Type “B” frontages are intended to primarily accommodate access to parking, service, utility, and other auto-related functions. See above requirement when Type “B” Frontages are located facing Type “A” Frontages along the same street

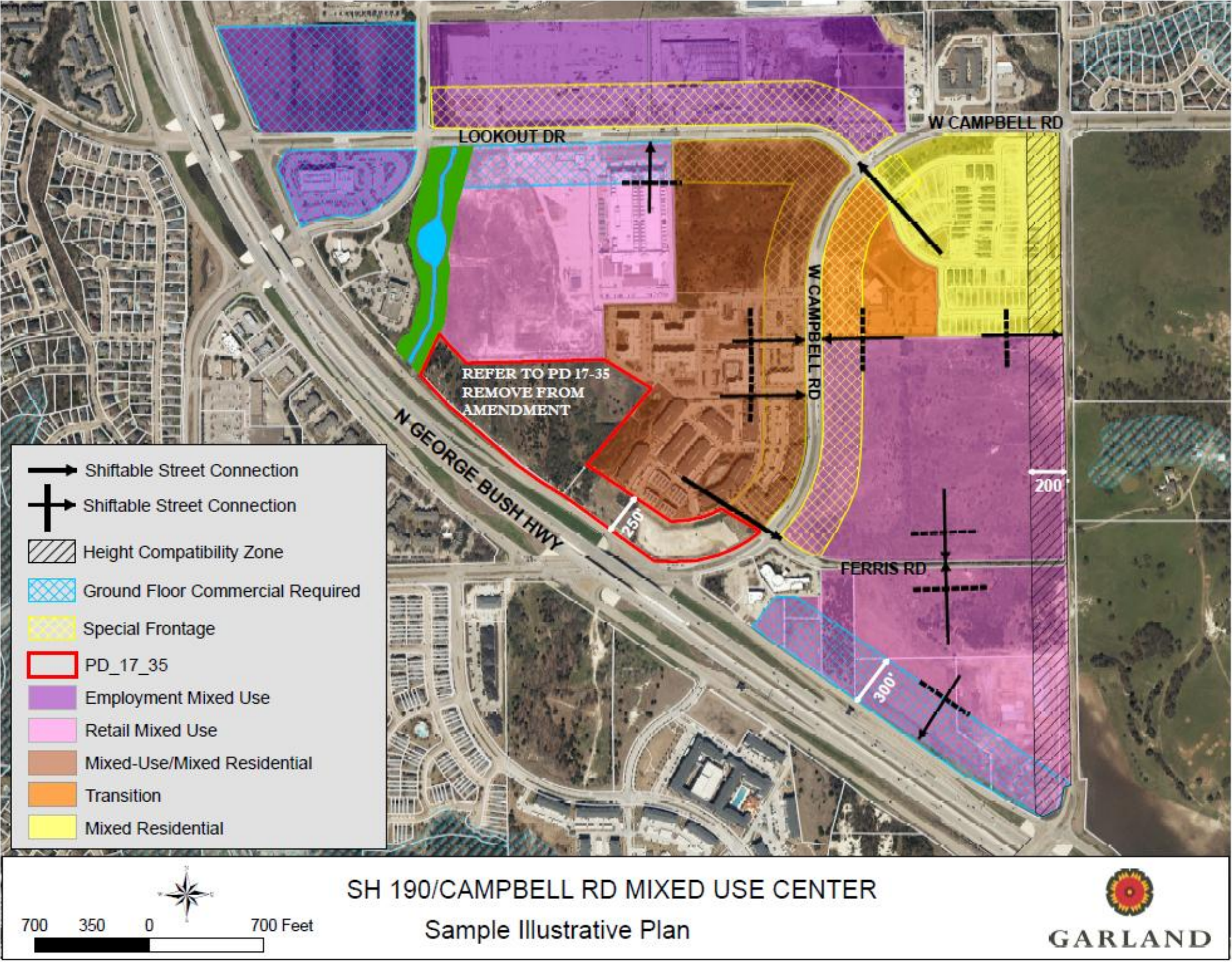
### **Zoning Framework Plan**

Shall be the Zoning Map for the SH 190 MUC-PD which shall establish the boundaries of the different character zones, major roadway network, and open space locations.







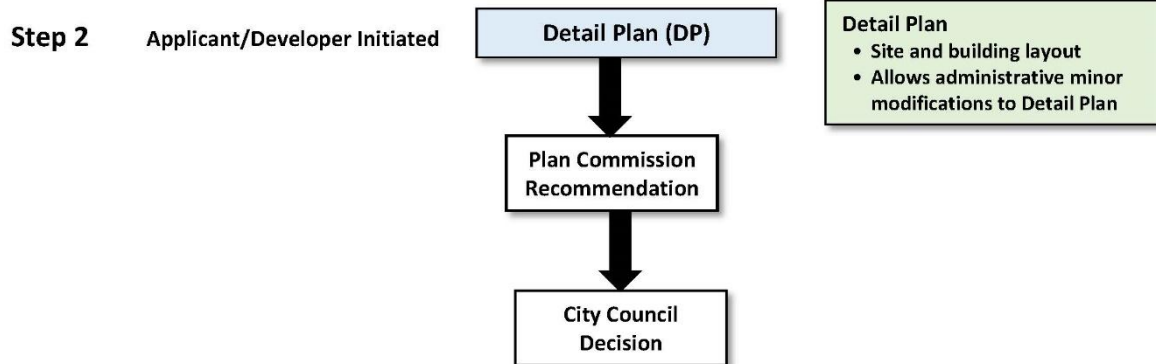
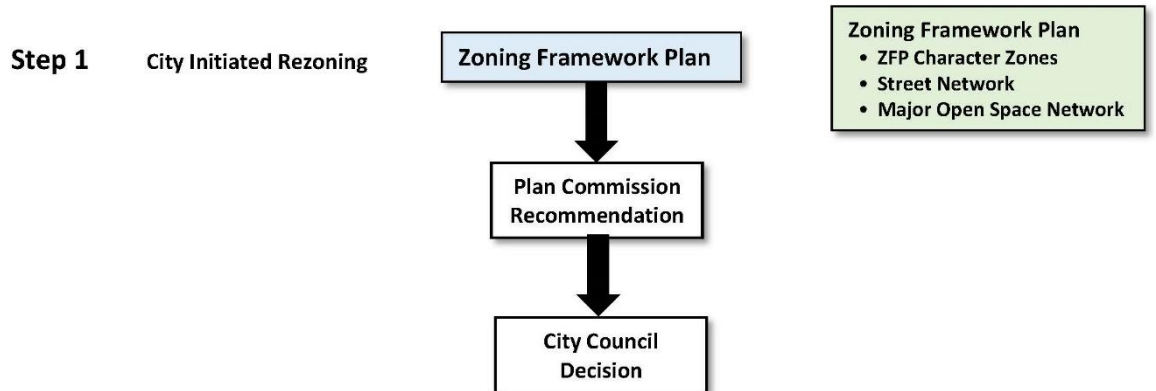








### SH 190 FBC Structure and Review Process



Appendix D

Street Design Standards and Typical Cross Sections

190 Campbell Road - Mixed Use Center

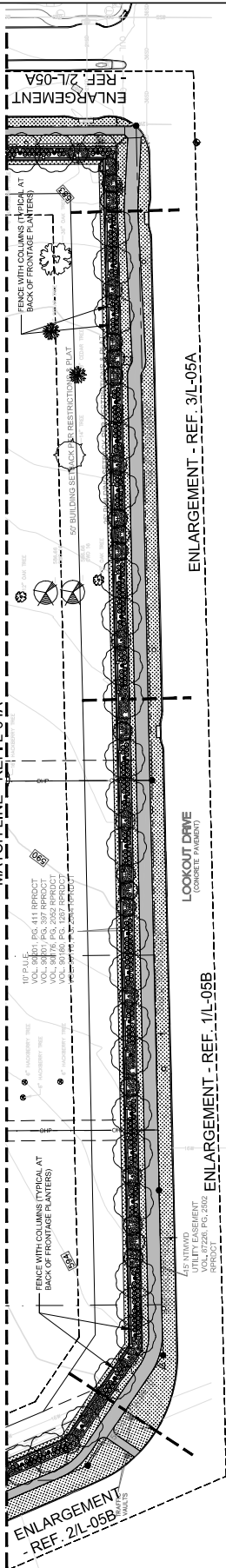
| Street Type                                  | Residential<br>Alley (20'<br>ROW) | Commercial Alley<br>(20'-35' ROW) |                   | Residential Street<br>(50'-60' ROW) |        | Commercial Street (35'-70' ROW) |        |        |        |        | Avenue (50'-80' ROW) |           |           |           |           | Boulevard (70'-110' ROW) |           |           |           |           | Parkway (100'- 110' ROW) |           |           |           |
|----------------------------------------------|-----------------------------------|-----------------------------------|-------------------|-------------------------------------|--------|---------------------------------|--------|--------|--------|--------|----------------------|-----------|-----------|-----------|-----------|--------------------------|-----------|-----------|-----------|-----------|--------------------------|-----------|-----------|-----------|
| Number of Lanes                              | 1                                 | 1                                 | 2                 | 2                                   | 2      | 2                               | 2      | 2      | 2      | 2      | 2-3                  | 2-3       | 2-3       | 2-3       | 2-3       | 4                        | 4         | 4         | 4         | 4         | 4-6                      | 4-6       | 4-6       | 4-6       |
| Lane Width (ft.)                             | 10                                | 12                                | 12                | 13                                  | 18     | 13                              | 13     | 13     | 13     | 13     | 12                   | 12        | 12        | 12        | 12        | 12                       | 12        | 12        | 12        | 12        | 11                       | 11        | 11        | 11        |
| Two Way (ft.)                                | -                                 | -                                 | 24                | 26                                  | 36     | 26                              | 26     | 26     | 26     | 26     | 36                   | 36        | 36        | 36        | 36        | 48                       | 48        | 48        | 48        | 48        | 66                       | 66        | 66        | 66        |
| Median (Y/N)                                 | N                                 | N                                 | N                 | N                                   | N      | N                               | N      | N      | N      | N      | N                    | N         | N         | N         | N         | Y                        | Y         | Y         | Y         | Y         | Y                        | Y         | Y         | Y         |
| Width (Ft.)                                  |                                   |                                   |                   |                                     |        |                                 |        |        |        |        |                      |           |           |           |           | 14                       | 14        | 14        | 14        | 14        | 14                       | 14        | 14        | 14        |
| On Street Parking?                           | N                                 | N                                 | N                 | N                                   | N      | N                               | N      | Y      | Y      | Y      | N                    | N         | Y         | Y         | Y         | N                        | N         | Y         | Y         | N         | N                        | N         | N         | N         |
| Parallel (8'x22') (ft.)                      |                                   |                                   |                   |                                     |        |                                 |        | 16     |        |        |                      |           | 16        |           |           |                          |           | 16        |           |           |                          |           |           |           |
| Angled (19') (ft.)                           |                                   |                                   |                   |                                     |        |                                 |        |        | 36     |        |                      |           |           | 36        |           |                          |           |           | 36        |           |                          |           |           |           |
| Head-In (18') (ft.)                          |                                   |                                   |                   |                                     |        |                                 |        |        |        | 36     |                      |           |           |           | 36        |                          |           |           |           |           |                          |           |           |           |
|                                              |                                   |                                   |                   |                                     |        |                                 |        |        |        |        |                      |           |           |           |           |                          |           |           |           |           |                          |           |           |           |
| Parkway (from face of curb to ROW) each side | 5                                 | 4                                 | 5.5               | 12                                  | 12     | 4.5                             | 4      | 4      | 4      | 4      | 7                    | 4         | 4         | 4         | 4         | 4                        | 6         | 6         | 6         | 9         | 10                       | 10        | 10        | 10        |
| On Street Bike Lanes #                       | N                                 | N                                 | N                 | N                                   | N      | N                               | Y      | N      | N      | N      | N                    | Y         | N         | N         | N         | N                        | Y         | N         | N         | N         | N                        | N         | N         | N         |
| Width (Ft.) (Total ROW Req'd)                |                                   |                                   |                   |                                     |        |                                 | 16     |        |        |        |                      | 16        |           |           |           |                          | 16        |           |           |           |                          |           |           |           |
| ROW (ft.) (minimum)                          | 20                                | 20                                | 35                | 50                                  | 60     | 35                              | 50     | 50     | 70     | 70     | 50                   | 60        | 60        | 80        | 80        | 70                       | 90        | 90        | 110       | 80        | 100                      | 100       | 100       | 100       |
| Design Speed                                 | <20mph<br>(10mph)                 | <20mph<br>(10mph)                 | <20mph<br>(10mph) | 20 mph                              | 20 mph | 25 mph                          | 25 mph | 25 mph | 25 mph | 25 mph | 30-35 mph            | 30-35 mph | 30-35 mph | 30-35 mph | 30-35 mph | 35-40 mph                | 35-40 mph | 35-40 mph | 35-40 mph | 35-40 mph | 40-45 mph                | 40-45 mph | 40-45 mph | 40-45 mph |
| Right Turn Lane? *                           | N                                 | N                                 | N                 | N                                   | N      | N                               | N      | N      | N      | N      | N                    | N         | N         | N         | N         | Y                        | Y         | Y         | Y         | Y         | Y                        | Y         | Y         | Y         |
| Width (Ft.)                                  |                                   |                                   |                   |                                     |        |                                 |        |        |        |        |                      |           |           |           |           | 10                       | 10        | 10        | 10        | 10        | 10                       | 10        | 10        | 10        |
| ROW (ft.) with right turn lane *             |                                   |                                   |                   |                                     |        |                                 |        |        |        |        |                      |           |           |           |           | 80                       | 100       | 100       | 120       | 90        | 110                      | 110       | 110       | 110       |
| Landscape/Furnishing Zone (ft.)              | 3-5                               | 5                                 | 5                 |                                     |        |                                 |        |        |        |        |                      |           |           |           |           |                          |           |           |           |           |                          |           |           |           |
| Sidewalk (ft.) (minimum)                     | -                                 | -                                 | -                 | 4                                   | 4      | 8-12                            | 8-12   | 8-12   | 8-12   | 8-12   | 6                    | 6         | 6         | 6         | 6         | 6                        | 6         | 6         | 6         | 6         | 6                        | 6         | 6         | 6         |

\*Fire Lane Exception  
# Bicycle facility widths may be modified based on the City’s adopted Master Thoroughfare Plan standards and adopted design standards.









(1)

## 5. FINIS

1. **FINAL GRADING** SHALL BE IN ACCORD WITH THE CONTRACTOR'S LAYOUT. APPROVED REPRESENTATIVE IN THE FIELD PRIOR TO PLANTING OR PLANTING LAYOUT.
2. THERE ARE TO BE CERTIFIED IN EACH TREE PLANTER. CONTRACTOR SHALL STAKE OUT ALL TREES TO BE PLANTED AND OBTAIN APPROVAL FROM THE APPROVED REPRESENTATIVE. OWNERS REPRESENTATIVE RESERVES THE RIGHT TO EXCAVATE TREES TO EXACT LOCATION. UNLESS MENTIONED ON THE PLAN, ALL PROPOSED TREE LOCATIONS ARE **DIAGRAMMATIC**. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE APPROVED REPRESENTATIVE PRIOR TO EXCAVATION. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE APPROVED REPRESENTATIVE PRIOR TO EXCAVATION.
3. OWNERS REPRESENTATIVE RESERVES THE RIGHT TO EXCAVATE PLANTS TO EXACT LOCATION IN THE FIELD PRIOR TO PLANTING OR PLANTING LAYOUT.
4. **SHRUB/LANDSCAPE BED LAYOUTS** SHALL BE STAKED FOR APPROVAL BY OWNERS REPRESENTATIVE PRIOR TO PREPARATION. **ALL** AND **EQUALLY** SPACE IN ALL DIRECTIONS **ALL** SHRUBS AS NOTED IN THE CONTRACT SHALL BE PLANTED. **ALL** SHRUBS SHALL BE ORIENTED TO FACE TOWARD THE PRIMARY VIEWING DIRECTION.

REQUIRED LANDSCAPE PER CITY OF GARLAND - SCREENING AND LANDSCAPE

PLANTER LOCATIONS. PLANTER LOCATIONS WILL BE RESPONSIBLE FOR FINE GRADING, REMOVAL OF MISCELLANEOUS DEBRIS, AND REPAIR OF EXISTING DRIVEWAYS. PLANTERS WILL BE REQUIRED TO OBTAIN A SMOOTH CONDITION PRIOR TO PLANTING IN PLANTER LOCATIONS.

EXCESS SOIL FROM LANDSCAPE GRADING TO BE REMOVED AND DISPOSED OFF-SITE BY CONTRACTOR. FINISH OF EXISTING DRIVEWAYS TO BE MAINTAINED. EXISTING DRIVEWAYS TO BE REPAIRED AND REFINISHED. FINISH OF EXISTING DRIVEWAYS TO BE MAINTAINED. FINISH OF EXISTING DRIVEWAYS TO BE MAINTAINED.

CONTRACTOR SHALL PATCH ALL AREAS OF DISBURSED LAWN OR GRADED SOILS WITH HYDROSEEDS. COMMON BERMUDA GRASS - REF. PANS. GRADE SHALL BE TUSH TO EXISTING TURF AREAS.

NO LANDSCAPE EXISTING TREES, SHRUBS, ABOVE AND UNDERGROUND STRUCTURES SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHT OF WAY WITHOUT CITY'S REAL PROPERTY IMPROVEMENT AUTHORIZATION OR CITY'S LICENSE AGREEMENT.

VEGETATION COVER FULLY ESTABLISHED WITH 100% COVERAGE OR OTHER APPROPRIATE.

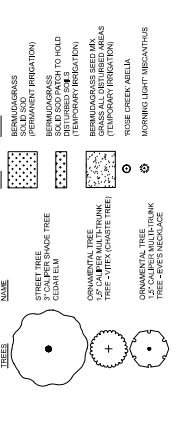
## TREE REQUIREMENTS

- | MASS MINIMUM 75% COVERAGE OF BUFFER | REQUIRED                                            | PROVIDED | Comments       |
|-------------------------------------|-----------------------------------------------------|----------|----------------|
| 18,317 sq ft 75% = 13,738 sq ft     | 15 ft                                               | 25 ft    | 6 foot planter |
| MASS MINIMUM 75% COVERAGE OF BUFFER | 31 ft                                               | 32       | 26 canopy, 24  |
| MASS MINIMUM 75% COVERAGE OF BUFFER | 222                                                 | 464      | 26 canopy, 24  |
| MASS MINIMUM 75% COVERAGE OF BUFFER | 31 ft (10 shade trees)<br>185 or ornamental grasses | 5,041    | 7,200 sq ft    |

#### CANOPY DEVELOPMENT.

- | GEORGE BUSH HIGHWAY (555 LF)      | REQUIRED | PROVIDED | Comments       |
|-----------------------------------|----------|----------|----------------|
| WIDTH / LANDSCAPE SETBACK         | 20-FT    | 25-FT    |                |
| PLANTING:                         |          |          |                |
| PER 50 LF (3 ORN. = 1 SHADE TREE) | 19       | 19       | 6 foot plant   |
| 15 or ORNAMENTAL GRASSES          | 130      | 273      | 14 variety, 15 |

## LEGEND



|                                                                                     |             |                         |             |                   |           |  |
|-------------------------------------------------------------------------------------|-------------|-------------------------|-------------|-------------------|-----------|--|
|  |             |                         | FOR BIDDING |                   |           |  |
|                                                                                     | DATE        | REVISIONS               |             |                   |           |  |
|                                                                                     |             |                         |             |                   |           |  |
|                                                                                     |             | BY                      |             |                   |           |  |
| LANDSCAPE<br>PLANTING PLAN AND REQUIRED LANDSCAPE                                   |             |                         |             |                   |           |  |
| NORTH GARLAND SYSTEM GROUND STORAGE TANKS                                           |             |                         |             |                   |           |  |
| NORTH TEXAS MUNICIPAL WATER DISTRICT                                                |             |                         |             |                   |           |  |
| GARLAND, TEXAS                                                                      |             |                         |             |                   |           |  |
|  | DRAWING NO. | VERIFY SCALE<br>1" = 1' | DESIGN      | PROJECT NO.       | SHEET NO. |  |
|                                                                                     |             |                         | DRAWN       | 101-057-20        |           |  |
|                                                                                     |             |                         | CHECKED     | FILE NO.          |           |  |
|                                                                                     |             |                         | DATE        | FEBRUARY 28, 2024 | OF XX     |  |
| 2/28/2024                                                                           |             |                         |             |                   |           |  |



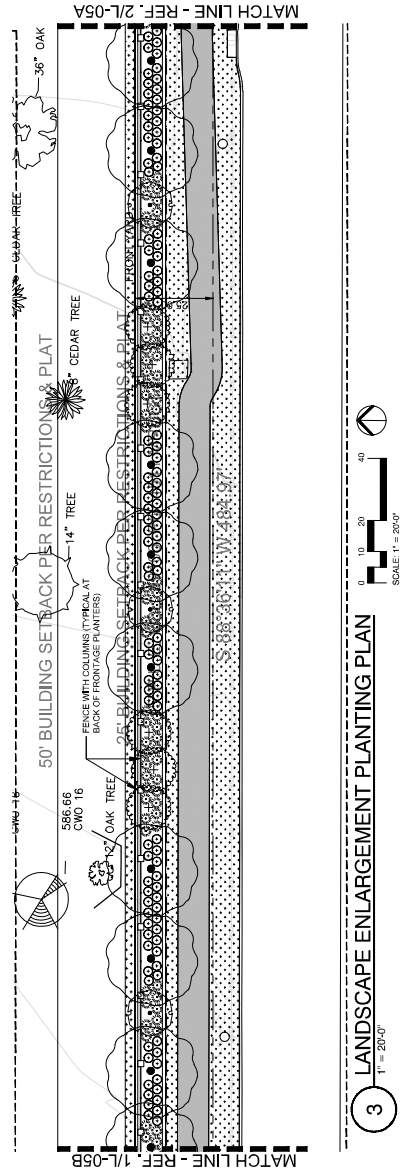
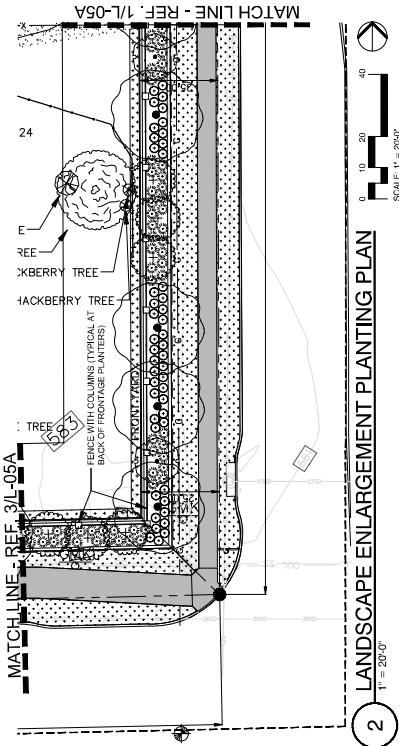
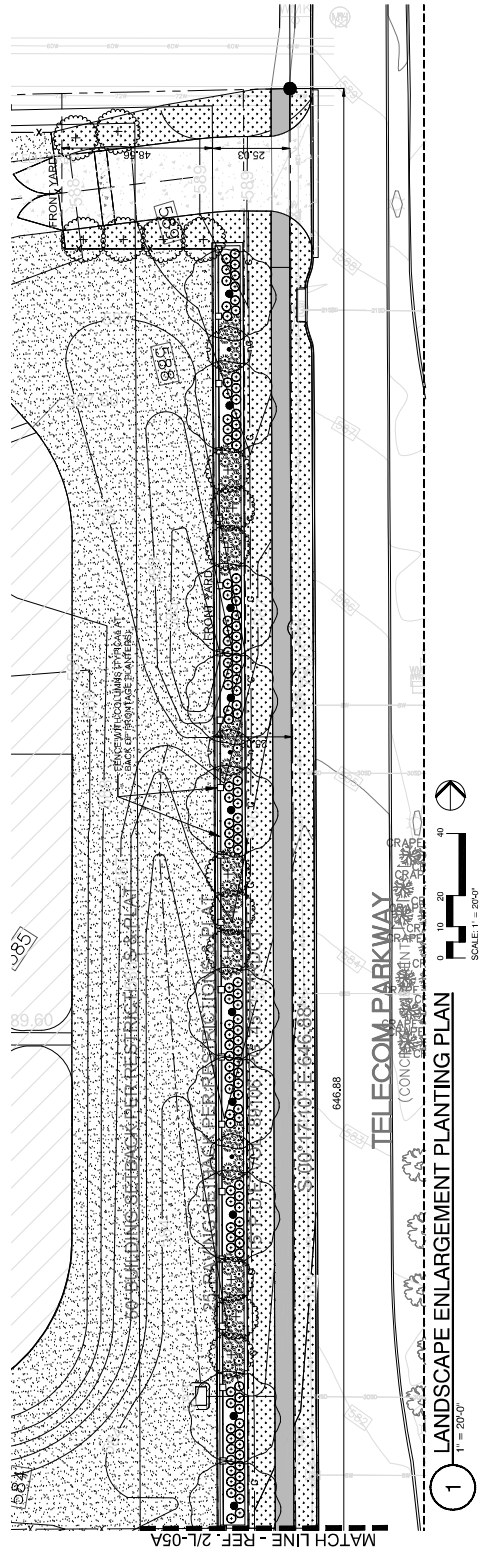
CCA Landscape Architects Inc.  
1701 Whispering Pines Ln  
Gunter, TX 75058  
P 214/794-105



JCI Infrastructure, LLC  
101 Glass Street Suite 201  
971.237.3440

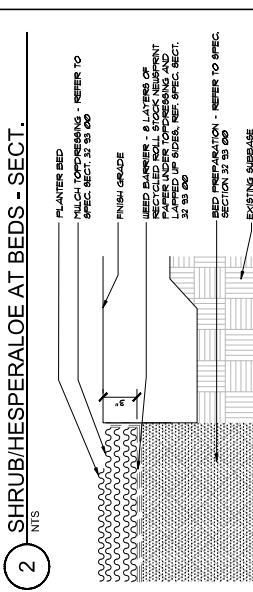
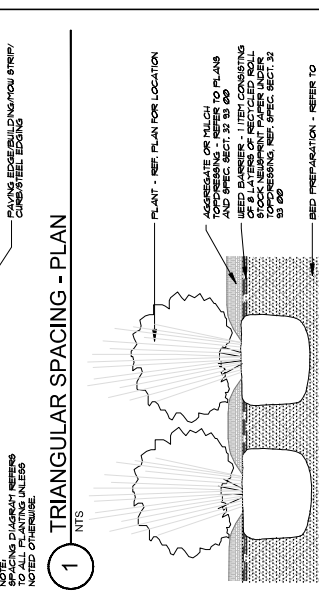
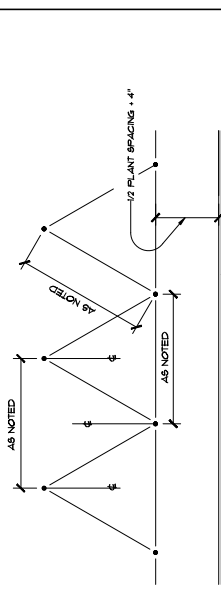


Dumas T&S 2020  
1000 S. 1st St.  
Tulsa, OK 74106



|                                                                                                                                              |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|--|--|-------------------------------------------|--|--|--------------------------------------|--|--|----------------|--|--|---------------------------|--|--|-----------|--|--|
|  <div><div>2/25/2024</div><div><i>garland</i></div></div> | LANDSCAPE<br>ENLARGEMENT<br>PLANT SCHEDULE AND NOTES |  |  | NORTH GARLAND SYSTEM GROUND STORAGE TANKS |  |  | NORTH TEXAS MUNICIPAL WATER DISTRICT |  |  | GARLAND, TEXAS |  |  | PROJECT NO.<br>101-057-20 |  |  | SHEET NO. |  |  |
|                                                                                                                                              | DATE                                                 |  |  | REVISION                                  |  |  | BY                                   |  |  |                |  |  | FILE NO.                  |  |  | OF XX     |  |  |
|                                                                                                                                              |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
|                                                                                                                                              |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
| FOR BIDDING                                                                                                                                  |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
| DRAWING NO. _____                                                                                                                            |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
| VERIFY SCALE                                                                                                                                 |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
| BOARD ONE INCH ON _____                                                                                                                      |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
| 0 _____ 1"                                                                                                                                   |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
| IF NOT ONE INCH ON THIS DRAWING, SCALE ACCORDINGLY.                                                                                          |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
| DESIGN _____                                                                                                                                 |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
| DRAWN _____                                                                                                                                  |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
| CHECKED _____                                                                                                                                |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
| DATE _____                                                                                                                                   |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
| FEBRUARY 28, 2024                                                                                                                            |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |
| 2/25/2024                                                                                                                                    |                                                      |  |  |                                           |  |  |                                      |  |  |                |  |  |                           |  |  |           |  |  |



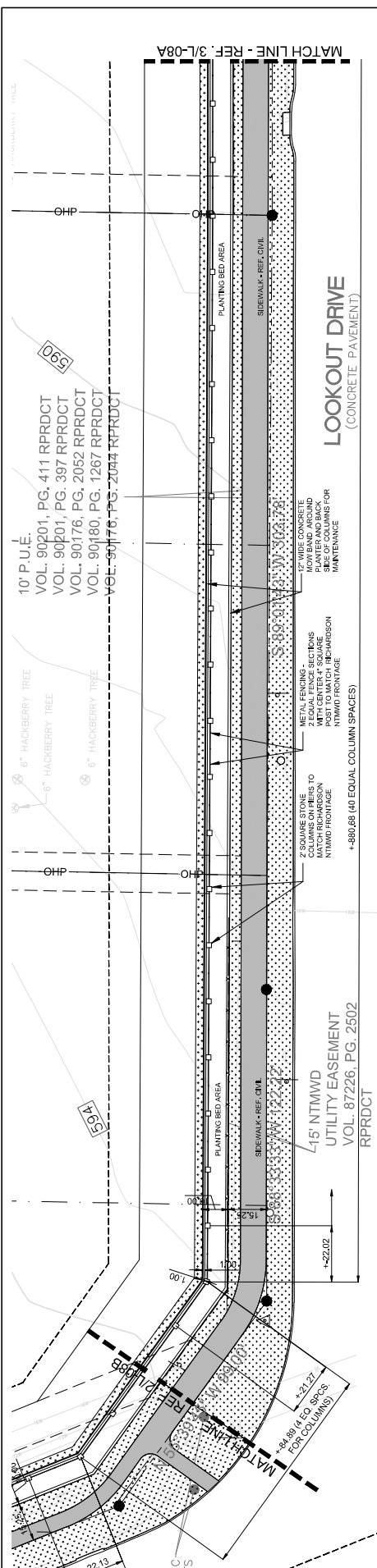


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|-------------------------------------------------------------------------------------|--|---------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------------------|-----------------------------|-----------------|
|  |  | DATE _____<br>BY _____                      |  | REVISIONS _____<br><br>LANDSCAPE<br>PLANTING DETAILS AND REQUIRED<br>LANDSCAPE TABLE                                        | NORTH GARLAND SYSTEM GROUND STORAGE TANKS | NORTH TEXAS MUNICIPAL WATER DISTRICT<br>GARLAND, TEXAS | PROJECT NO.<br>101-037-2-20 | SHEET NO.<br>01 |
|                                                                                     |  | TITLE<br>FILE NO.                           |  |                                                                                                                             |                                           |                                                        |                             |                 |
| DESIGN _____<br>DRAWN _____<br>APPROVED _____<br>DATE _____                         |  | L-06<br>2/28/2024<br><i>Justin M. Payne</i> |  | VERIFY SCALE<br>ORIGINAL DRAWING: _____<br>1" = _____<br>IF NOT ONE INCH ON THIS<br>DRAWING, SCALE IS _____<br>ACCORDINGLY. |                                           | FEBRUARY 28, 2024                                      |                             | OF _____        |

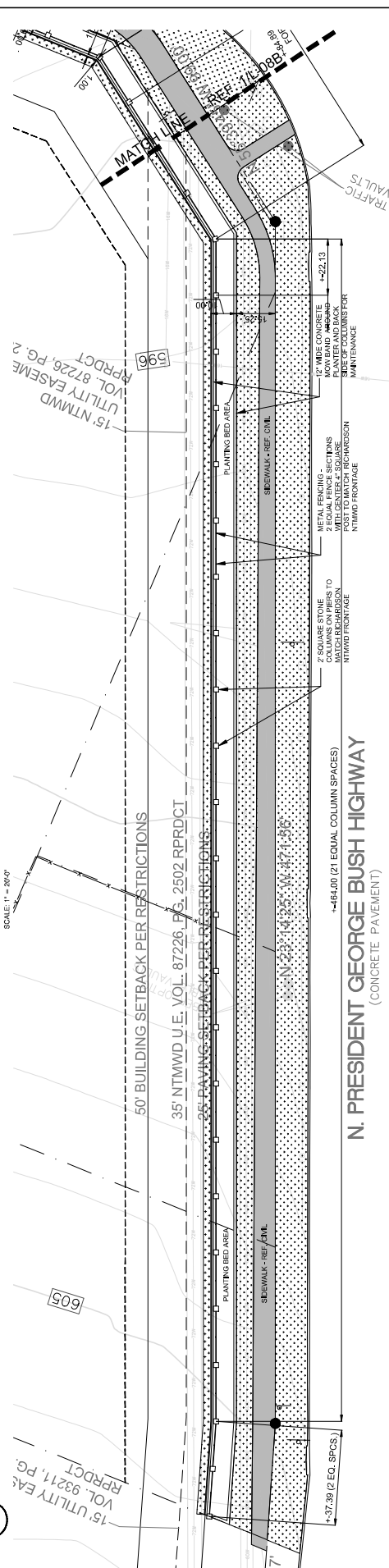








1 LANDSCAPE ENLARGEMENT FENCING AND MOW BAND PLAN  
1" = 20'-0"



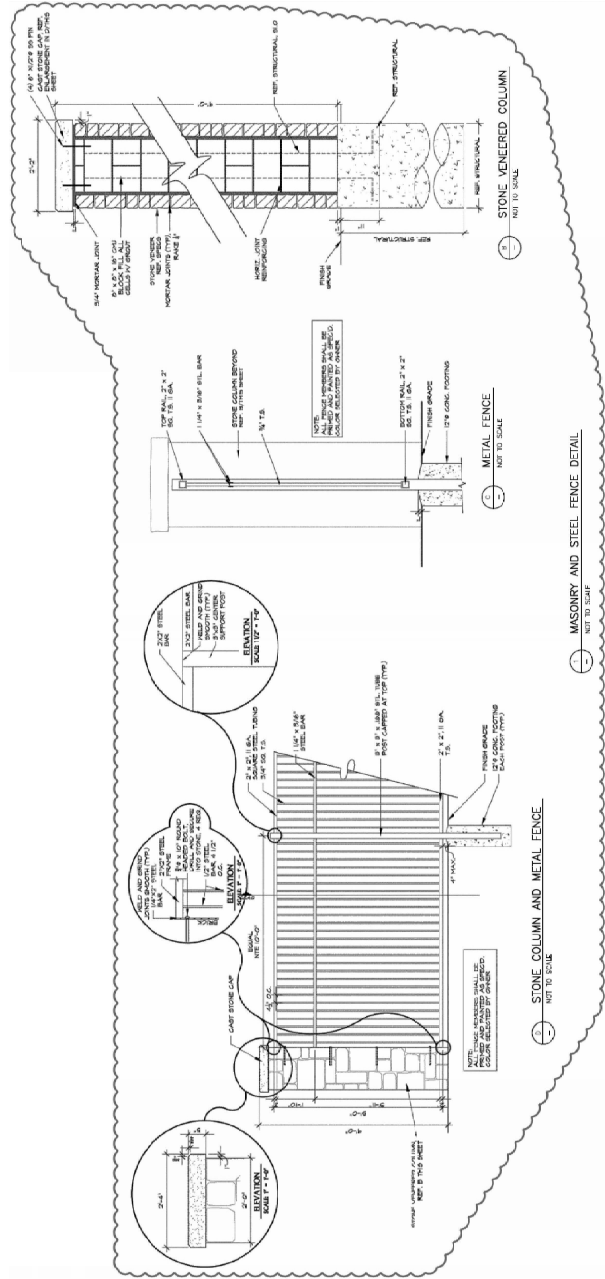
1 LANDSCAPE ENLARGEMENT FENCING AND MOW BAND PLAN  
1" = 20'-0"

| FOR BIDDING                                     |           |
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|                                                 |           |
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| LANDSCAPE ENLARGEMENT FENCING AND MOW BAND PLAN |           |
| NORTH GARLAND SYSTEM GROUND STORAGE TANKS       |           |
| NORTH TEXAS MUNICIPAL WATER DISTRICT            |           |
| GARLAND, TEXAS                                  |           |
| DRAWING NO. L-088                               |           |
| DATE 2/28/2024                                  |           |
| VERIFY SCALE                                    |           |
| AS SHOWN                                        | BY        |
| ORIGINAL DRAWING                                | BY        |
| 0                                               | BY        |
| CHECKED                                         | DATE      |
| APPROVED                                        | DATE      |
| DATE                                            | DATE      |

**J. L. Williams**  
 Professional Engineer  
 State of Texas  
 License No. 101-0572-20

**CCA Landscape Architecture, Inc.**  
 1708 Westinghouse Avenue, Suite 100  
 Dallas, Texas 75201  
 P: 214-794-7000  
 F: 214-794-7005

**IQ Infrastructure, LLC**  
 1708 Westinghouse Avenue, Suite 100  
 Dallas, Texas 75201  
 P: 214-794-7000  
 F: 214-794-7005



1 PERIMETER COLUMNS AND FENCE DETAILS  
1"=20'-0"

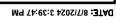
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|--------------------------|----|-------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|----------------------------------|
| FOR BIDDING              |    |  | DRAWING NO. <b>L-08C</b><br>DATE <b>2/28/2024</b><br><i>guyana</i> | <b>VERIFY SCALE</b><br>ORIGINAL DRAWING: 1"<br>SCALE: 1"=20'-0"<br>SHEET ADJUST SCALES<br>ACCORDINGLY. | NORTH TEXAS MUNICIPAL WATER DISTRICT<br>GARLAND, TEXAS | PROJECT NO. <b>101-0572-20</b><br>CHECKED: <b>JAS</b><br>APPROVED: <b>JAS</b><br>DATE: <b>FEBRUARY 28, 2024</b> | SHEET NO. <b>02</b> OF <b>XX</b> |
| DATE                     | BY |                                                                                     |                                                                    |                                                                                                        |                                                        |                                                                                                                 |                                  |
| REVISIONS                |    |                                                                                     |                                                                    |                                                                                                        |                                                        |                                                                                                                 |                                  |
| LANDSCAPE FENCING DETAIL |    | NORTH GARLAND SYSTEM GROUND STORAGE TANKS                                           |                                                                    |                                                                                                        |                                                        |                                                                                                                 |                                  |



CCA Landscape Architecture, Inc.  
1708 Westinghouse Avenue, Suite 100  
Garland, TX 75042  
P: 214-794-7020



IQ Infrastructure, LLC  
2800 Judd Road, Suite 200  
Garland, TX 75042  
P: 214-794-7020





**GARLAND**  
**CITY COUNCIL STAFF REPORT**

**City Council Regular Session**

**4.**

**Meeting Date:** 09/17/2024

**Title:** Authorize the City Manager to Execute an Agreement to Purchase Real Property near State Hwy 190 and Holford Road

**Submitted By:** Brian England, City Attorney

**Strategic Focus Area:** Growing Economic Base  
Vibrant Neighborhoods and  
Commercial Centers  
Sound Governance and Finances

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**Issue/Summary**

Staff is requesting that the Council authorize the City Manager to enter into a contract to purchase real property, under the substantive terms of the contract form attached hereto, at the corner of Holford Road and State Hwy 190.

**Background**

The Council was briefed on this item on several occasions over the past few months, including at the September 16, 2024 Work Session.

**Consideration / Recommendation**

Staff recommends approval of this item.

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**Attachments**

Contract to Purchase Real Property

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**CONTRACT FOR SALE OF REAL ESTATE  
BY AND BETWEEN BTR LAND, LLC  
AND  
CITY OF GARLAND, TEXAS**

This **CONTRACT FOR SALE OF REAL ESTATE** (the “Contract”) is made and entered into by and between **BTR LAND, LLC**, a Texas limited liability company (hereinafter referred to as “Seller”) and **CITY OF GARLAND, TEXAS**, a Texas municipality (hereinafter referred to as “Purchaser”) and **BTR CONSERVATION TRUST** (the “Trust”), solely as holder of that certain Conservation Easement dated September 27, 2019 (the “Conservation Easement”) upon the terms and conditions set forth herein.

**RECITALS**

WHEREAS, Seller owns approximately 64.0453 acres of land situated in Garland, Dallas County, Texas (the “Property”);

WHEREAS, Purchaser, City of Garland, is a home rule municipality vested with certain powers by the State of Texas, including the power of eminent domain; and

WHEREAS, Seller desires to convey the Property to Purchaser, and Purchaser desires to acquire and accept the Property from Seller.

THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

**1. PURCHASE AND SALE.** Seller agrees to sell and convey and Purchaser agrees to purchase and pay for certain real property situated in the City of Garland, Dallas County, Texas (the “City”), containing approximately 64.0453 acres of land, more or less, situated at the southeast corner of Holford Road and State Highway 190, President George Bush Turnpike, more fully described on Exhibit “A” attached hereto and incorporated herein by reference”), together with all rights of Seller whatsoever, including without limitation all of Seller’s right, title, and interest with respect to the Property, if any, in and to (i) all tenements, hereditaments, appurtenances, easements, covenants, permits, approvals, escrows, and other rights arising from or appertaining to the land (ii) all structures, fixtures, systems, improvements, topsoil, trees, shrubbery, and landscaping situated on, in, or under or used in connection with the Property, including the rights to any land lying in the bed of any street, road, avenue, or way, open or proposed, in front of or otherwise adjoining the land; and (iii) all mineral interests and groundwater interests owned by Seller in, on, or under the Property.

The land, together with all rights, privileges, and appurtenances described herein relating to the above-described land is hereinafter referred to as the “Property”. The parties hereto acknowledge and agree that the Property description attached hereto is intended to be sufficient to accurately identify the Property to be conveyed until delivery and approval or deemed approval of the Survey of the Property as hereinafter provided.

2. **PURCHASE PRICE.** The "Purchase Price" for the Property will be Eight Million Six Hundred and Eighteen Thousand Dollars and 00/100 (\$8,618,000.00).

3. **INDEPENDENT CONTRACT CONSIDERATION.** As independent consideration for this Contract, its performance, and the grant of an exclusive right to purchase the Property as provided herein, Purchaser has irrevocably paid to Seller the sum of One Thousand Dollars and 00/100 (\$1,000.00). This "Independent Contract Consideration" is paid as a part of the Earnest Money that is non-refundable, and is separate and distinct consideration from the balance of the Earnest Money (as hereinafter defined).

4. **EARNEST MONEY.** Upon execution of this Contract by Purchaser and Seller, this Contract shall be deposited with Stewart Title Company, 15950 Dallas Parkway, Suite 100, Dallas, Texas 75248, Attn: Steve Huber. Additionally, within three (3) business days of execution, Purchaser shall deposit with the Title Company the sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00) in the form of cash, certified or cashier's check payable to the Title Company, or wire transfer as the deposit of earnest money hereunder (the "Earnest Money"). The Title Company will deposit the Earnest Money in an interest-bearing account. The amount of Earnest Money on deposit, plus any interest earned thereon, shall, for all purposes, be considered the Earnest Money for this Contract. Except in the event the Earnest Money, less the Independent Consideration, is returned to Purchaser as a result of Purchaser's termination pursuant to Sections 7 or 8 of this Contract, or as otherwise provided under this Contract, the Earnest Money shall be nonrefundable to Purchaser except in the event (i) Seller breaches this Contract, or (ii) Seller terminates this Contract as permitted by Section 18 hereof. At Closing, the entire Earnest Money shall be applied to the Purchase Price due at Closing.

5. **ESCROW.** This Contract will be delivered as escrow instructions to establish an escrow (the "Escrow") with the Title Company as escrow holder ("Escrow Agent"). The effective date of this Contract is the date of receipt of a fully executed copy of this Contract by the Title Company (the "Effective Date"). Escrow fees, if any, are subject to approval of Purchaser and Seller. At Closing, Seller shall execute the Deed for the Property and deliver it to the Title Company. If there is any inconsistency between any escrow instructions and this Contract, this Contract shall control.

6. **PAYMENT OF PURCHASE PRICE.** The Purchase Price less adjustments, due to prorations, application of the Earnest Money (as provided in Section 4 above), or other adjustments provided for herein shall be payable in full at Closing (as hereinafter defined) by cash, wire transfer (which must be received by the Title Company within the required time to close), cashier's check, or other evidence of good funds acceptable to the Title Company for immediate disbursement at Closing. The Earnest Money and Contract Consideration, and all accrued interest thereon, shall be applied at Closing to the cash due on such date in accordance with this Section, or otherwise disbursed to Seller or Purchaser in accordance with the terms of this Agreement.

7. **COMMITMENT FOR TITLE INSURANCE AND SURVEY.** Seller, at Purchaser's expense, shall deliver to Purchaser within ten (10) days after the date hereof a current Commitment for Title Insurance, together with copies of all recorded items referred to as exceptions (the "Commitment"), such Commitment to be issued by the Title Company. Purchaser, at Purchaser's



expense, will procure a current Survey of the Property, prepared by a licensed surveyor, satisfactory to Seller and Purchaser, within thirty (30) days after the date hereof (the "Survey") and deliver a copy of same to Seller and the Title Company. The Commitment and Survey are hereinafter referred to as the "Documents." Purchaser shall have a period of twenty-one (21) days (the "Approval Period") following the date of receipt of the last of the Documents within which to review and approve or disapprove the information contained therein. If Purchaser shall fail to give any notice in writing to Seller of its disapproval of the matters shown in the Documents on or before the expiration of the Approval Period, Purchaser shall be deemed to have approved all of the matters reflected in the Documents and shall have waived any objection it may have to the matters reflected in the Documents. Any matters set forth in the Documents that are waived or to which Purchaser does not object within the Approval Period shall be deemed Permitted Exceptions. If Purchaser shall disapprove any items shown in the Documents, Purchaser shall notify Seller in writing with particularity the items so disapproved on or before the expiration of the Approval Period, and Seller shall have five (5) days from receipt of said notice (the "Cure Period") within which Seller may (but without obligation) eliminate or modify any such unacceptable items. In the event Seller is unable to, or elects not to, eliminate or modify such unacceptable items, Seller shall notify Purchaser of such fact within five (5) days from receipt of the notice of disapproval specifying such objections, and Seller's silence as to any disapproved item will constitute Seller's election not to cure such objection. Thereafter, Purchaser may, at its election, either a) terminate this Contract by written notice to Seller, in which event the Earnest Money, less the Independent Consideration, shall be immediately returned by the Title Company to Purchaser and the parties hereto shall have no further obligations hereunder, or b) waive the objections, in which event such items shall be deemed to be Permitted Exceptions and the performance of this Contract shall continue. Such election shall be made by Purchaser in writing within five (5) days after the expiration of the Cure Period, and failure of Purchaser to so elect in writing or Closing on the purchase of the Property within said five (5) day period shall be deemed an election of b) above.

With respect to the Documents, it is acknowledged and agreed by Purchaser that i) the information contained therein was not prepared by Seller nor is it based upon information obtained from Seller; ii) the information in the Documents does not constitute a representation or warranty of Seller; and iii) Seller shall have no liability to Purchaser or any person or entity acquiring title to the Property or any part thereof by or through Purchaser arising out of the Documents.

a. Title Policy. At the Closing, Seller, at Purchaser's expense, shall furnish Purchaser with an Owner's Title Policy in the full amount of the Purchase Price. In addition to any other exceptions permitted under this Agreement, the "Title Policy" shall contain the following exceptions:

- i. the standard printed exceptions;
- ii. liens created in connection with Purchaser's financing at Closing;
- iii. exceptions as to waters, tidelands, beaches, streams, and related matters;
- iv. exceptions as to standby fees, taxes, and assessments;
- v. items shown on the Survey which have not been removed as of the end of the Inspection Period; and
- vi. the Permitted Exceptions.

b. Survey. The Survey will show each Schedule B Exception contained in the Commitment as defined below and its effect on the Property. Purchaser will pay the Surveyor upon receipt of the Survey for surveyor's fees incurred for the preparation of the Survey regardless of whether Purchaser closes on the Property.

c. Items to be Furnished to Purchaser by Seller. Seller will furnish to Purchaser the following items within ten (10) days from the date of this Contract:

- i. Any environmental or soils reports covering the Property in the Sellers' possession or reasonable control, if any.
- ii. Any existing survey of the Property in Sellers' possession or control, if any.
- iii. Any existing leases related to the Property in Seller's possession or control, if any.
- iv. If the Property is situated within a utility district subject to the provisions of §50.301 of the TEXAS WATER CODE, Seller will give Purchaser the written notice required by said §50.301; and
- v. A copy of the Conservation Easement and Conservation Trust related to the Property.

## **8. FEASIBILITY REVIEW PERIOD.**

a. Inspection of Property. Purchaser shall have until 5:00 p.m. CST, on the sixtieth (60<sup>th</sup>) day after the Effective Date (the "Feasibility Review Period") to i) inspect the Property and verify the feasibility and suitability of the Property for Purchaser's intended use, and ii) conduct all desired studies, tests, and inspections of the Property that Purchaser deems advisable, including a Phase 1. Purchaser agrees to provide evidence to Seller upon request of Purchaser's insurance policies or Purchaser's agents' insurance policies covering personal injury and property damage claims resulting from Purchaser and its agents' entry on or about the Property, which insurance shall be approved by Seller, such approval not to be unreasonably withheld. Purchaser may enter upon the Property to conduct feasibility upon reasonable notice to Seller.

b. Termination. In the event that, within the Feasibility Review Period, Purchaser determines, for any reason, that the Property is not suitable for Purchaser's intended use, then Purchaser may notify Seller in writing, prior to the expiration of the Feasibility Review Period, of Purchaser's disapproval of the results of Purchaser's inspections during the Feasibility Review Period, and Purchaser's election to terminate this Contract, whereupon, as well as the conditions of and deductions authorized by this Section 8, any portion of the Earnest Money that has not been released to Seller and become non-refundable in accord with Section 3 of this Contract, shall be returned to Purchaser, and neither Seller nor Purchaser shall have any further obligation hereunder. If for any reason Purchaser has not delivered to Seller written notice of disapproval of the results of Purchaser's inspections and termination of this Contract, by or before the expiration of the Feasibility Review Period (or any extension thereof), then it shall be deemed that Purchaser has approved the results of all of Purchaser's inspections, and this Contract shall continue in full force and effect and the entire Earnest Money shall become non-refundable and at risk.

c. Hold Harmless, Return of Earnest Money Deposit. Purchaser agrees to the extent allowed by law to hold Seller harmless from and against any and all claims, suits, liabilities, costs and expenses incurred or sustained by Seller and/or the current owner of the Property arising from or in connection with the entry onto the Property by Purchaser and/or Purchaser's employees, agents, engineers, contractors, and representatives. In the event that Purchaser elects to terminate this Contract for any reason permitted in this Contract, or Purchaser defaults hereunder and as a result Closing does not occur, Purchaser agrees to i) restore the Property, at Purchaser's sole cost and expense, to substantially the same state and condition existing prior to the activities thereon of Purchaser and/or Purchaser's employees, agents, engineers, contractors, and representatives; ii) provide Seller with a copy of all surveys, engineering reports, traffic, soils, and other studies, and test results obtained by Purchaser in connection with its investigation of the Property; and iii) provide the Title Company with a written "Bills Paid/No Liens" affidavit in form reasonably acceptable to Seller, certifying under oath to the Title Company and Seller that Purchaser has paid in full all persons performing work for Purchaser with respect to the Property who will or may have a right to file a lien against the Property if not paid, and that there are in fact no liens against the Property or which may arise against the Property by reason of such work. If the Earnest Money or any part thereof is required to be returned to Purchaser under the terms of this Contract, the Earnest Money shall not be returned to Purchaser, and Seller and Purchaser hereby direct the Title Company not to return the Earnest Money to Purchaser, unless and until such affidavit has been executed, acknowledged under oath, and delivered to the Title Company and Seller and until Purchaser has complied with the terms of i) and ii) set forth above in this paragraph. If the Earnest Money or any part thereof is required to be returned to Purchaser under the terms of this Contract, then at such time as the Affidavit required hereby has been executed, acknowledged under oath, and delivered to the Title Company and Seller, and Purchaser has complied with the terms of i) and ii) set forth above in this Section, without the need for any further consent by Seller, Title Company shall immediately refund the Earnest Money (except any part thereof which may be non-refundable in accordance with the terms of this Contract) to Purchaser. The provisions of this Section shall prevail over all other terms and provisions of this Contract which may conflict herewith and, notwithstanding anything to the contrary contained in this Contract, the provisions of this Section shall survive Closing or any termination of this Contract for any reason.

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

## **9. CONSERVATION EASEMENT.**

a. Partial Release of Easement. The Parties acknowledge that other than with respect to 10.95 acres related to the Property, the remainder is subject to the Conservation Easement held by the Trust. The Parties agree that at Closing the Seller shall convey its entire interest in the Property to Purchaser, in which the Trust shall join solely as holder of the Conservation Easement,

in a form and manner that will release the Property from the Conservation Easement. Seller, Purchaser, and the Trust agree the Conservation Easement will remain in place on all of Seller's other adjacent real property. The Parties will reasonably cooperate during the Feasibility Review Period to prepare conveyance deed(s) and a Partial Release of Conservation Easement to effect the Parties' agreement regarding the Property. Trust agrees to execute the Partial Release of Conservation Easement as to the Property and any other documents necessary to effectuate the release of the Property from the Conservation Easement, including the deed. The Trust shall have no other obligation under this Contract than as specified in this Section 9(a). Notwithstanding any other provision in this Contract to the contrary, this Contract is specifically contingent upon the mutually acceptable Partial Release of Conservation Easement. Should Seller and Trust not agree to execute the Partial Release of Conservation Easement in a form acceptable by Purchaser before the end of the Feasibility Review Period, Purchaser may, at its election, either a) before the expiration of the Feasibility Review Period terminate this Contract by written notice to Seller, in which event the Earnest Money, less the Independent Consideration, shall be immediately returned by the Title Company to Purchaser and the parties hereto shall have no further obligations hereunder, or b) waive the objections, in which event such items shall be deemed to be Permitted Exceptions and the performance of this Contract shall continue.

b. Post Closing Indemnification. Regarding the above-described Trust and the relationship to the Property after Closing, Purchaser, on behalf of itself and on behalf of any invitee or other person using or entering upon the Property for any reason, hereby waives and releases any claim, debt, demand, action, cause of action, damages or liability of any kind against Seller arising from or related to use of the Property after Closing. Further, Purchaser agrees that, to the extent allowed by law, it will indemnify and hold harmless Seller and Seller's agents, representatives, employees, and assigns of and from any claims arising from actions or inaction related to the Property in any way after Closing, excluding any claims brought by Seller and/or Seller's agents, representatives, employees, or assigns, including attorney's fees, expenses of litigation, damages, costs of court, and costs of settlement. The obligations of this paragraph will survive Closing.

**10. GOOD AND INDEFEASIBLE TITLE.** At the Closing, Seller shall convey to Purchaser good and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, easements, assessments, and restrictions, except for the lien for general real estate taxes for the year of Closing not yet due and payable, those items approved by Purchaser pursuant to the terms hereof, the Permitted Exceptions, and any other terms or provisions of this Contract which survive Closing according to the terms of this Contract. Purchaser has been and is hereby advised that Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's selection or that Purchaser should be furnished with a policy of title insurance.

**11. CLOSING.** The Closing of the purchase of the Property shall take place at the offices of the Title Company on the sixtieth (60<sup>th</sup>) day after expiration of the Feasibility Review Period.

**12. OBLIGATIONS AT CLOSING.**

a. Seller's Obligations. At the Closing, Seller shall:

- i. Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying the Property to Purchaser as required by Section 10 hereof;
  - ii. Seller shall cause the Trust to deliver a duly executed and acknowledged Warranty Deed Without Warranty conveying the Trust's right, title and interest, if any, in the Property to Purchaser;
  - iii. Deliver to Purchaser such documentary and other evidence as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with this Contract;
  - iv. Execute and cause the Trust to execute and deliver a fully executed Partial Release of Conservation Easement, removing the Property in its entirety from the restrictions of the Conservation Easement, to be recorded at Closing, in accord with Section 9a hereof;
  - v. Pay half of the Real Estate Broker Commission described in Section 14, below, either directly or through the proceeds of sale;
  - vi. Execute and deliver such other documents and instruments as are necessary or appropriate to the consummation of this Contract; and
  - vii. Deliver possession of the Property.
- b. Purchaser's Obligations. At the Closing, Purchaser shall:
- i. Pay to Seller the Purchase Price and all other sums due hereunder by Purchaser, in cash, or by cashier's check or certified check verified as good funds by the Title Agent, or by wire transfer of good funds received on the Closing Date, less any Earnest Money to be credited against the Purchase Price at Closing as provided in this Contract;
  - ii. Pay any remaining costs of the Survey;
  - iii. Pay the premium for the issuance of a title policy and deed recording fees and any amount in excess of the base premium for the Title Policy;
  - iv. Pay half of the Real Estate Broker Commission described in Section 14, below;
  - v. Deliver to Seller such documentary and other evidence as may be reasonably required by Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are

executing the various documents on behalf of Purchaser in connection with this Contract; and

- vi. Execute and deliver such other documents and instruments as are necessary or appropriate to the consummation of this Contract.

c. Taxes. Current year ad valorem real estate taxes and assessments levied or assessed against the Property shall be prorated according to the calendar year as of the Closing Date, based on the most recent tax bill for the Property. Notwithstanding anything contained herein to the contrary, the Seller shall not be responsible for any ad valorem taxes, if any, resulting from a change in use of the Property following the Closing (roll back taxes) and any such roll back taxes determined by the Title Company at Closing shall be paid by Purchaser. This provision shall survive the Closing.

d. Costs. All other closing costs including, without limitation, recording and escrow fees, shall be assessed to Purchaser.

**13. TERMINATION AND REMEDIES.** The following provisions shall govern the rights and remedies of Seller and Purchaser relative to the termination of, or a default under, this Contract:

a. Authorized Termination. If this Contract is properly terminated pursuant to a right to terminate as set forth herein not resulting from a breach (an "authorized termination"), Purchaser shall be entitled to the return of the Earnest Money (except for the Independent Consideration or any other part thereof which has become non-refundable to Purchaser that shall be retained by Seller, in accordance with the terms of this Contract), and thereafter Seller and Purchaser shall have no further obligation or liabilities to the other hereunder.

b. Seller's Default. In the event Seller defaults or fails in performing any of Seller's material obligations under the terms of this Contract, other than as a result of Purchaser's default or an authorized termination, Purchaser shall be entitled to one of the following remedies, all other remedies being hereby waived: i) to terminate this Contract and obtain the return of the Earnest Money (except the Independent Consideration) or ii) to pursue specific performance, as Purchaser's sole and exclusive remedy, all other remedies being waived. If Purchaser elects to pursue specific performance as described in (b) above, Purchaser must exercise such remedy, if at all, by commencing suit within one hundred eighty (180) days after Buyer's notice to Seller of such Seller default, and Purchaser waives any right to seek specific performance if suit is not brought within such one hundred eighty (180) days. Notwithstanding the foregoing, before exercising any remedy provided herein, Purchaser shall deliver written notice of such default to Seller, and Seller shall have ten (10) days from receipt of such written notice to cure any such default.

c. Purchaser's Default. If Purchaser defaults or fails in performing any of Purchaser's obligations under the terms of this Contract for any reason, other than as a result of Seller's default or an authorized termination, Seller shall be entitled to the following remedies, all other remedies being waived: terminate this Contract and receive the Earnest Money as liquidated damages (it is

acknowledged and agreed that the Earnest Money as liquidated damages is not a penalty but is a fair and reasonable estimate of the damages to be suffered and it is further acknowledged that the damages would be difficult if not impossible to determine), all other remedies being waived. If Purchaser elects to pursue specific performance as described in (b) above, Purchaser must exercise such remedy, if at all, by commencing suit within one hundred eighty (180) days after Buyer's notice to Seller of such Seller default, and Purchaser waives any right to seek specific performance if suit is not brought within such one hundred eighty (180) days. Notwithstanding the foregoing, before exercising any remedy provided herein, Seller shall deliver written notice of such default to Purchaser, and Purchaser shall have ten (10) days from receipt of such written notice to cure any such default.

**14. REAL ESTATE COMMISSIONS.** The parties each represent and warrant to the other that they have had no contact with any real estate broker, finder, or other person who might be entitled, or claim to be entitled, to a brokerage commission, finder's fee or other compensation in connection with this transaction other than Chris Lander, (the "Broker"). Broker is acting as an Intermediary Agent representing the Purchaser and the Seller. In the event of Closing hereon, Seller and Purchaser agree that each shall pay half of a brokerage fee or commission in the total amount of six percent (6 %) of the first \$500,000 of the Purchase Price and three percent (3%) of the balance of the Purchase Price, which shall be included in the Seller's and Purchaser's Settlement Statements and paid on the Closing Date. Seller's portion of the brokerage fee or commission may be paid from the proceeds due to Seller on the Closing Date. Purchaser and Seller each, to the extent allowed by law, hereby indemnify and agree to defend and hold the other party harmless from and against any and all claims, demands, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees) cause by or arising out of any breach of its foregoing warranty. The provisions of this Section shall survive the Closing or termination of this Agreement and shall not be subject to any limitation of liability otherwise set forth in this Agreement.

**15. RISK OF LOSS AND CONDEMNATION.** Risk of all loss, destruction, or damage to the Property, or any portion thereof, from any and all causes whatsoever from the date hereof (except loss, destruction, or damage caused by Purchaser or Purchaser's agents, contractors, or licensees, or others acting for or on behalf of Purchaser) until consummation of the Closing shall be borne by Seller. In the event of any material loss, destruction, or damage to the Property or in the event any portion of the Property is taken by eminent domain by any competent authority for any public or quasipublic use or purpose, or preliminary steps in such eminent domain proceedings shall have been taken before the Closing Date, Seller shall give immediate written notice thereof to Purchaser. In such event, Purchaser may, within the later of ten (10) days of receipt of notice of any such casualty or the expiration of the Feasibility Period, (the "loss termination period") terminate this Contract and receive a full refund of the Earnest Money by giving written notice to Seller, or if Purchaser fails to give written notice of such termination within the loss termination period, Purchaser shall be deemed to have waived this provision and proceed to Closing which, in such event, Seller shall assign to Purchaser at Closing all of the rights and interests of Seller in and to any condemnation awards or insurance proceeds which may be paid or payable to Seller on account of any such occurrence.

**16. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.**

(a) Purchaser acknowledges and agrees that as a material inducement to Seller to execute and accept this Contract, Seller is selling and Purchaser is purchasing the Subject Property "AS IS," "WHERE IS," and "WITH ALL FAULTS" and that Seller makes no and specifically disclaims any representations concerning the Subject Property including, without limitation, representations as to the value of the Subject Property or the business operated thereon, the environmental condition of the Subject Property, the compliance or non-compliance of the Subject Property with respect to applicable environmental, building, zoning, licensing, permitting, accessibility, and other laws and regulations, the condition and structural integrity of any improvements located on the Subject Property, access to the Subject Property, utility service to the Subject Property, the suitability, qualification, or legal sufficiency of the Subject Property for use in connection with any like kind exchange contemplated by Purchaser, the presence of hazardous substances on or under the Subject Property, the developability of the Subject Property, the costs of owning and operating the Subject Property and the improvements located thereon, the past, present, or projected future performance and profitability of the Subject Property. Purchaser acknowledges that the furniture, equipment, and other personal property located on the Subject Property are not included in this Contract and will not be conveyed to Purchaser at Closing.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE SUBJECT PROPERTY OR THE IMPROVEMENTS THEREON, INCLUDING WITHOUT LIMITATION: (1) THE EXISTENCE OF HAZARDOUS MATERIALS UPON THE PROPERTY OR ANY PORTION THEREOF; (2) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (3) WHETHER OR NOT AND TO THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (4) DRAINAGE; (5) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (6) USAGES OF ADJOINING PROPERTIES; (7) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, DURABILITY, STRUCTURAL INTEGRITY, OPERATION, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF INCLUDING, WITHOUT LIMITATION, WHETHER OR NOT ANY IMPROVEMENTS COMPLY WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT and/or RELATED REGULATIONS; (8) THE PRESENCE OF HAZARDOUS MATERIALS IN, ON, UNDER OR IN THE VICINITY OF THE PROPERTY; (9) THE SQUARE FOOTAGE OF THE LAND OR THE IMPROVEMENTS; (10)



IMPROVEMENTS AND INFRASTRUCTURE;; (11) DEVELOPMENT RIGHTS AND ENTITLEMENTS; (12) WATER OR WATER RIGHTS; (13) THE DEVELOPMENT POTENTIAL FOR THE PROPERTY; (14) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT AND THE ABILITY OF PURCHASER TO REZONE THE PROPERTY OR CHANGE THE USE OF THE PROPERTY; (15) THE ABILITY OF PURCHASER TO ACQUIRE ADJACENT PROPERTIES; (16) THE EXISTENCE, POSSIBLE LOCATION AND/OR AVAILABILITY OF ANY UTILITIES (ABOVE GROUND OR UNDERGROUND); (17) THE EXISTENCE AND POSSIBLE LOCATION OF ANY ENCROACHMENTS; (18) WHETHER THE IMPROVEMENTS WERE BUILT, IN WHOLE OR IN PART, IN COMPLIANCE WITH APPLICABLE BUILDING CODES; (19) THE STATUS OF ANY LIFE-SAFETY SYSTEMS IN THE IMPROVEMENTS; (20) THE CHARACTER OF THE NEIGHBORHOOD IN WHICH THE PROPERTY IS SITUATED; (21) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING, FIRE, OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (22) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (23) ACCESS TO THE SUBJECT PROPERTY OR ANY PORTION THEREOF; (24) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS; OR TAX CONSEQUENCES (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE SUBJECT PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE SUBJECT PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE).

(c) Purchaser represents that it is a knowledgeable, experienced, and sophisticated Purchaser of real estate and that, except as expressly set forth in this Contract, it is relying solely on its own expertise and that of Purchaser's consultants in purchasing the Subject Property and improvements thereon and shall make an independent verification of the accuracy of any documents and information provided by Seller. Purchaser will conduct such inspections and investigations of the Property as Purchaser deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate this Contract prior to the expiration of the Feasibility Review Period, Purchaser acknowledges that Seller has afforded Purchaser a full opportunity to conduct such investigations of the Subject Property as Purchaser deemed necessary to satisfy itself as to the condition of the Subject Property and the existence or non-existence or curative action to be taken with respect to any hazardous materials on or discharged from the Subject Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties, and covenants of Seller as are expressly set forth in this Contract. Upon Closing, Purchaser shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Purchaser's inspections and investigations. Purchaser hereby represents and warrants to Seller that Purchaser is represented by legal counsel in connection with the transaction contemplated by this Contract.

(d) Purchaser acknowledges that it will have the opportunity to inspect the Subject Property during the Feasibility Review Period, and during such period, observe its physical

characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Subject Property and adjacent areas as Purchaser deems necessary, and Purchaser hereby FOREVER RELEASES AND DISCHARGES Seller from all responsibility and liability, including without limitation, liabilities under the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended (“CERCLA”), the Texas Solid Waste Disposal Act (Texas Health and Safety Code § 361.001 et seq. (Vernon 2001), as amended (“SWDA”), the Resource Conservation and Recovery Act (42 U.S.C. Section 9601 et seq.), as amended, and the Oil Pollution Act (33 U.S.C. Section 2701 et seq.) regarding the condition, valuation, salability, or utility of the Subject Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures, and surface and subsurface waters, of hazardous materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable, or subject to regulation and that may need to be specially treated, handled, and/or removed from the Subject Property under current or future federal, state, and local laws, regulations, or guidelines, and any structural and geologic conditions, subsurface soil and water conditions, and solid and hazardous waste and hazardous materials on, under, adjacent to, or otherwise affecting the Subject Property). Purchaser further hereby WAIVES (and by Closing this transaction will be deemed to have WAIVED) any and all objections and complaints (including, but not limited to, federal, state, and local statutory and common law based actions, and any private right of action under any federal, state, or local laws, regulations or guidelines to which the Subject Property is or may be subject, including, but not limited to, CERCLA) concerning the physical characteristics and any existing conditions of the Subject Property. Purchaser further hereby assumes the risk of changes in applicable laws and regulations relating to past, present, and future environmental conditions on the Subject Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of hazardous materials or other contaminants, may not have been revealed by its investigation.

**17. NOTICES.** Any notice required or permitted to be delivered hereunder shall be in writing and deemed to be received at the earlier to occur of the following: (i) the date actually received; (ii) the date stated on a facsimile confirmation receipt showing a successfully transmitted telephonic document transmission before 5:00 p.m., or if after 5:00 pm., the following day to the party’s number provided below; (iii) one day after deposit in the custody of a one day delivery service; or (iv) three days after deposit in the custody of the United States Postal Service, when mailed registered or certified mail, return receipt requested, postage prepaid, and addressed to the respective parties below.

If to Purchaser:

City of Garland, Texas  
200 N. Fifth St.  
Garland, Texas 75040  
Attention: Judson Rex, City Manager  
Telephone: (972) 205-2000  
Facsimile: (972) 205-2504  
Email: jrex@@garlandtex.gov

With a copy to:

City of Garland  
200 N. Fifth Street  
Garland, Texas 75040  
Attention: Scott Levine, First Assistant City Attorney  
Telephone: (972) 205-2380  
Facsimile: (972) 205-2389  
Email: [slevine@garlandtx.gov](mailto:slevine@garlandtx.gov)

If to Seller:

BTR Land, LLC  
746 Holford Rd.  
Garland, Texas 75044  
Attention: Lesley G. Magee  
Email: [mageeles@yahoo.com](mailto:mageeles@yahoo.com)

With a copy to:

Sloan & Roberts, PLLC  
5151 Belt Line Rd., Suite 1050  
Dallas, Texas 75254  
Attention: Kenneth W. Sloan  
Telephone: (214) 987-6070  
Facsimile: (214) 987-6071  
Email: [ken@sloanandroberts.com](mailto:ken@sloanandroberts.com)

## **18. MISCELLANEOUS.**

a. Entire Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by the written agreement of the parties hereto.

b. Time of the Essence. Time is of the essence with respect to all provisions of this Contract. However, if the final day of any period which is set out in any provision of this Contract falls on a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Texas, then, and in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday, or legal holiday.

c. Binding of Successor. Except as otherwise provided herein, all the terms and conditions of this Contract shall be binding on and shall inure to the benefit of the respective heirs, legal representatives, successors, and approved assigns of the parties hereto.

d. Date of Contract. As used in this Contract, the term "Date of this Contract", "date of this Contract," "date hereof" and words of similar import shall mean and refer to the date this Contract has been fully executed by Seller and Purchaser.

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

f. Captions. The captions used in connection with paragraphs of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language of this Contract.

g. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument. A facsimile signature will also be deemed to constitute an original if properly executed.

h. Governing Laws. This Contract of Sale shall be governed by and construed in accordance with the laws of the State of Texas. Venue in the case of any dispute hereunder shall be in Dallas County, Texas.

i. Attorneys' Fees. In the event either party to this Contract commences legal action of any kind to enforce the terms and conditions of this Contract, the prevailing party in such litigation shall be entitled to collect from the other party all reasonable costs, expenses and attorney's fees incurred in connection with such action.

j. Ambiguities. The parties acknowledge that each party and its counsel have reviewed and revised this Contract and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any addendum or exhibit hereto.

k. Authority. Seller and Purchaser hereby represent that the person executing (and initialing, if applicable) this Contract has the full and complete authority to execute this Contract on behalf of the respective party and that such act has been fully authorized by the respective party.

l. No Recording. This Contract may not be recorded in the land records of Dallas County.

m. Assignment. This Contract may not be assigned by Purchaser without the prior written consent of Seller.

n. Notice to Inspect Abstract. The Texas Real Estate License Act requires written notice to Purchaser that Purchaser should have an attorney examine an abstract of title to the Property or, in the alternative, obtain a title insurance policy. Notice to that effect is therefore given to Purchaser through this paragraph.

o. Utility District Notice. If the Property is situated within a utility district subject to the provisions of §50.301 of the TEXAS WATER CODE, then at or prior to the expiration of the Feasibility Review Period, Seller will give Purchaser the written notice required by said §50.301, and Purchaser shall sign and acknowledge such notice to evidence receipt thereof.

p. Commercial Use. Purchaser represents and warrants to Seller that Purchaser has knowledge and experience in financial and business real estate matters that enable Purchaser to evaluate the merits and risks of the transactions herein contemplated and has bargained for and obtained a purchase price and agreement terms which make the limitations of Purchaser's recourse

against Seller acceptable.

q. Treatment as Like-Kind Exchange. Purchaser and Seller acknowledge and agree that Seller, may desire to have the transaction involving the Property described in this Contract as to all or a portion of the Property qualify as a deferred and/or like-kind exchange within the meaning of §1031 of the INTERNAL REVENUE CODE OF 1986, as amended. In such event, Seller may effectuate a reverse, deferred, and/or like-kind exchange through the use of an intermediary or accommodator in the manner described in the appropriate Treasury Regulations. Purchaser or Seller, as the case may be, each agrees to cooperate with the other in effectuating such a reverse, deferred, and/or like-kind exchange through the use of such an intermediary or accommodator including consenting to an assignment of the rights of the party desiring the exchange under this Contract to an intermediary, with no liability or cost to the party not making the exchange.

**19. EXECUTION.** The execution of this Contract by the first party to do so constitutes an offer, which offer and the terms and conditions set forth herein shall expire and be automatically revoked and canceled unless a fully executed counterpart hereof is placed in escrow, with the Title Company, on or before 5:00 p.m., Dallas, Texas time, the twenty-first (21st) business day after Seller's execution hereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Sale of Real Estate on the dates set forth below their respective signatures.

|                                                                                                                                                                                                      |                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>SELLER:</u></b></p> <p><b>BTR Land, LLC</b></p> <p>By: _____<br/>Name: Lesley G. Magee<br/>Title: Manager</p> <p>_____<br/>Date of Execution</p>                                            | <p><b><u>PURCHASER:</u></b></p> <p><b>City of Garland, Texas</b></p> <p>By: _____<br/><u>Name</u> Judson Rex<br/>Title: City Manager</p> <p>_____<br/>Date of Execution</p> |
| <p><b>AGREED SOLELY AS HOLDER OF THE CONSERVATION EASEMENT:</b></p> <p><b><u>BTR Conservation Trust</u></b></p> <p>By: _____<br/>Name: _____<br/>Title: _____</p> <p>_____<br/>Date of Execution</p> |                                                                                                                                                                             |

**TITLE COMPANY**

The undersigned Escrow Agent hereby acknowledges receipt of this Contract for Sale of Real Estate. Escrow Agent will notify all parties upon receipt of the Earnest Money.

**STEWART TITLE COMPANY**

\_\_\_\_\_  
By: Steve Huber  
Its: Vice President

Date: \_\_\_\_\_

**EXHIBIT “A”**

**PROPERTY**

**[to be attached]**





**GARLAND**  
**CITY COUNCIL STAFF REPORT**

**City Council Regular Session**

5.

**Meeting Date:** 09/17/2024

**Title:** Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) 2025 Comprehensive Grant

**Submitted By:** Jeffrey Bryan, Chief of Police

**Strategic Focus Area:** Safe Community

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**Issue/Summary**

Council is requested to adopt a resolution authorizing the City Manager to accept a State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$120,573.76. The enforcement grant will consist of high visibility patrols in identified zones throughout the City that have historically had major crashes. The required enforcement period will be the Fiscal Year 2024-2025. The increased police presence is anticipated to have a positive effect on the citizens of the City of Garland through both improved driver behavior resulting in fewer serious crashes as well as crime reduction in these identified areas.

**Background**

This item was considered by Council at the September 16, 2024 Work Session.

**Consideration / Recommendation**

Approve a resolution authorizing the City Manager to accept the State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Grant for FY 2024-2025 in the amount of \$120,573.76.

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**Attachments**

TXDOT STEP Resolution 2025

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING A TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)- SINGLE YEAR - COMPREHENSIVE GRANT FOR THE FISCAL YEAR 2025 IN THE AMOUNT OF \$120,573.76; AND PROVIDING AN EFFECTIVE DATE.

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

**Section 1**

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to accept the Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program - Single Year - 2025 Comprehensive Grant in the amount of \$120,573.76 for the purpose of high visibility patrols and traffic stops during fiscal year 2025.

**Section 2**

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

**PASSED AND APPROVED** this the 17<sup>th</sup> day of September, 2024.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary



**GARLAND**  
**CITY COUNCIL STAFF REPORT**

**City Council Regular Session**

6.

**Meeting Date:** 09/17/2024

**Title:** Renewal of Interlocal Agreement between Garland Health Department and Parkland Health & Hospital System

**Submitted By:** Mandy Pippen, Director

**Strategic Focus Area:** Safe Community

---

**Issue/Summary**

The City of Garland currently has an Interlocal Agreement with Dallas County Hospital District dba Parkland Health & Hospital System ("Parkland") for the purpose of providing social work services through Garland Health Department (GHD). This agreement expires on September 30, 2024. In order to meet Texas Department of State Health Services (DSHS) contract requirements, GHD must provide social work services. To complete spending in the CARES Act Round 4 (COVID) grant, the renewal period being requested is 6 months instead of 1 year, as funds will not sustain a year of services.

**Background**

In September 2021, Garland Public Health entered into an Interlocal Agreement with Dallas County Hospital District dba Parkland Health & Hospital System ("Parkland") for the purpose of providing social work services through Garland Public Health. The goal of this agreement is to find long-term solutions to unique citizen needs, especially residents who are typically under-served or who normally do not have access to programs and resources. The program has been incredibly successful in helping meet community needs identified by many departments; but to date, the services are most often utilized by Fire/EMS, Police, Emergency Management, and Code. If citizen needs are beyond the scope of regular City service, those cases can be referred to the social worker, who will work directly with the citizen to find resources, work through complicated systems like Medicare/Medicaid, obtain appropriate long-term placement for health issues, etc. The main focus of the program is to find and facilitate long-term solutions to unique needs in the community in order to provide the best possible outcome for residents.

**Consideration / Recommendation**

Staff recommends that the Council authorize the City Manager or his designee to renew the Interlocal Agreement between the City of Garland and Parkland to employ the services of a social worker, thus fulfilling other contract obligations. The total cost of the program is \$69,820, paid in monthly increments throughout the program term starting October 1, 2024 and ending March 31, 2025.

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**Attachments**

Fourth Amendment to Parkland ILA  
Original Interlocal Agreement executed 2021

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#### **FOURTH AMENDMENT TO INTERLOCAL AGREEMENT**

This Fourth Amendment to Interlocal Agreement is entered into by and between The City of Garland, Texas ("City") and the Dallas County Hospital District d/b/a Parkland Health ("Parkland").

**WHEREAS** Parkland and City are parties to that certain Interlocal Agreement, which was dated to be effective as of October 1, 2021, (the "Agreement"); and

**WHEREAS** the Agreement was amended pursuant to agreement of the parties via an Amendment to Interlocal Agreement, which was dated to be effective as of October 1, 2021 (the "Amendment"); and

**WHEREAS** the Agreement was amended pursuant to agreement of the parties via a Second Amendment to Interlocal Agreement, which was dated to be effective as of October 1, 2022 (the "Second Amendment"); and

**WHEREAS** the Agreement was amended pursuant to agreement of the parties via a Third Amendment to Interlocal Agreement, which was dated to be effective as of October 1, 2023 (the "Third Amendment"); and

**WHEREAS** Parkland and City wish to further amend such Agreement in the manner which is more fully set forth below; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Parkland and City hereby agree as follows:

1. Section V. PAYMENT, is amended and restated in its entirety as follows:

5.01 The term of the Agreement shall be extended for an additional six (6) month period, ending on March 31, 2025.

Total payments by the CITY during the term running from October 1, 2024, through March 31, 2025, shall be Sixty-Nine Thousand Eight Hundred Twenty Dollars (\$69,820).

5.02 Payments shall be made in five (5) monthly payments in the amount of Eleven Thousand Six Hundred Thirty-Six Dollars and Sixty-Six Cents (\$11,636.66) and one final payment in the amount of Eleven Thousand Six Hundred Thirty-Six Dollars and Seventy Cents (\$11,636.70) and shall be made payable within thirty (30) days of receipt of invoice.

2. This Fourth Amendment is effective as of the 1<sup>st</sup> day of October 2024.
3. Except as modified by this Fourth Amendment, the Agreement remains in full force and effect.

[The remainder of this page is intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Fourth Amendment to be executed by their respective duly authorized representatives.

**Dallas County Hospital District d/b/a  
Parkland Health**

**The City of Garland, Texas**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Richard Humphrey

Name: \_\_\_\_\_

Title: EVP & Chief Financial Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **INTERLOCAL AGREEMENT**

This Agreement is made and entered into by and between the DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM, a political subdivision of the State of Texas, located in Dallas County, Texas, ("PARKLAND") and the CITY OF GARLAND, TEXAS, a home rule municipality, located in Dallas County, Texas ("CITY") (collectively, the "Parties").

### **WITNESSETH**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, PARKLAND and the CITY are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have entered into this Agreement by action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, PARKLAND provides biomedical on-line supervision pre-hospital emergency medical control services known as the BioTel/EMS System, which is staffed by physicians, paramedics, registered nurses, licensed social workers and clerical staff, and was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

**WHEREAS**, PARKLAND is a participant in Social Services designed to assist local public safety departments to focus more on acute public safety and emergency medical response rather than emergency mental health service delivery or social service resource connection for routine low acuity or primary care services; and

**WHEREAS**, the CITY and PARKLAND wish to develop a coordinated approach to persons experiencing behavioral and physical health resource connection and case management needs in their region; and

**WHEREAS**, PARKLAND desires to contract with the CITY and the CITY desires to purchase from PARKLAND the BioTel/EMS System social work support for public safety services; and

**WHEREAS**, both PARKLAND and the CITY represent to one another that each respective party has the authority to enter into this Agreement and perform the obligations and duties stated herein; and

**NOW THEREFORE**, PARKLAND and the CITY hereby enter into this Interlocal Agreement in consideration of the aforementioned recitals, and for the mutual considerations stated herein:

**I.**  
**DESCRIPTION OF SERVICES**

1.01 For the consideration hereinafter agreed to be paid to PARKLAND by the CITY, PARKLAND shall provide licensed master social work (LMSW) (1.0 FTE) services for the CITY's health department hereinafter called the "Services."

1.02 The Services are to be performed according to acceptable standard professional practices and to conform to the Scope of Services attached hereto as Exhibit A.

**II.**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**  
**(HIPAA)**

2.01 The term Protected Health Information (hereinafter "PHI") shall have the same meaning as set forth in 45 C.F.R. 160.103. Except as is permitted by applicable law and to satisfy the requirements of this Agreement, PARKLAND agrees that it will not use or disclose PHI it obtains from the CITY for any purpose. However, the Parties agree that PARKLAND will receive PHI from the CITY for treatment purposes as described in this Agreement and that such PHI will no longer be considered the CITY's PHI once it has been received by PARKLAND for these treatment purposes. Any PHI the CITY provides PARKLAND for treatment purposes shall thereafter belong to PARKLAND.

2.02 As this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including but not limited to the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"), the Parties agree to comply with all Privacy Laws that are applicable to this Agreement and to execute the Business Associate Addendum attached to this Agreement.

**III.**  
**COORDINATION**

3.01 All Services under this Agreement shall be coordinated under and performed in accordance with the Agreement and the Scope of Services to the reasonable satisfaction of the Director of Health of the CITY, or his/her designated representative, hereinafter called "Director." The Director shall have authority to approve payment for Services that have been properly provided in accordance with the terms of this Agreement. If at any time PARKLAND fails to properly furnish all or a portion of the Services called for by this Agreement, the CITY is authorized to withhold payment of funds associated with the Services not properly performed hereunder until any deficiency has been, if possible, cured. It is further agreed between PARKLAND and the CITY that should any dispute or questions arise respecting the reasonableness of the withheld amount of payment attributable to PARKLAND's failure to fully perform, the Parties agree to meet and make a good faith effort to resolve the dispute. Prior to

the CITY withholding any payment pursuant to this provision, the CITY must provide PARKLAND with notice of any deficiencies and provide PARKLAND ten (10) business days to remedy any deficiencies. The CITY will release any withheld funds associated with the Services not properly performed once the deficiencies are remedied.

#### **IV. TERM**

4.01 The initial term of this Agreement shall commence on October 1, 2021, and terminate on September 30, 2022, unless sooner terminated in accordance with the provisions of this Agreement. The Parties may renew the Agreement for successive twenty-four (24) month periods upon the same terms and conditions as set forth in this Agreement by jointly executing written notice of the intent to renew. The Parties shall indicate in the written renewal agreement the agreed-upon amount of consideration for that particular renewal period.

#### **V. PAYMENT**

5.01 The Agreement's initial term is one (1) year. Total payments by the CITY during the Agreement's initial term shall be One hundred twenty-one thousand seven hundred forty-seven dollars (\$121,747). The initial Payment shall be made upon execution of this Agreement.

5.02 Upon renewal, CITY shall pay PARKLAND the mutually agreed upon renewal fee within sixty (60) days of both parties' executing the notice of intent to renew.

#### **VI. INDEPENDENT CONTRACTOR**

6.01 PARKLAND's status and the status of all social workers performing work related to this Agreement shall be that of an Independent Contractor and not any of the following: an agent; servant; employee; member of CITY's workforce; or representative of the CITY in the performance of these Services. No term or provision of this Agreement or act of PARKLAND or the CITY under this Agreement shall be construed as changing that status.

#### **VII. INDEMNIFICATION**

7.01 PARKLAND, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless the CITY and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of PARKLAND's conduct of any activity or operation in connection with PARKLAND's use of the BioTel/EMS System. To the extent permitted by law, PARKLAND shall pay any judgment, together with costs, including but not limited to litigation expenses and reasonable attorney's fees, which may be obtained against the CITY, or any of its officers, agents or employees as a result of such injury or damage.



7.02 The CITY shall give PARKLAND prompt notice of any matter covered by Section 7.01 above, and shall forward to PARKLAND every demand, notice, summons, or process received in any claim or legal proceeding covered by Section 7.01 above.

7.03 PARKLAND shall not be obligated to indemnify, defend or hold harmless the CITY or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of the CITY, its officers, agents or employees. In the event of joint and concurrent negligence of PARKLAND and the CITY, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7.04 The CITY, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless PARKLAND and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of the CITY's conduct of any activity or operation in connection with the CITY's use of the BioTel/EMS System. To the extent permitted by law, the CITY shall pay any judgment, together with costs, including but not limited to litigation expenses and reasonable attorney's fees, which may be obtained against PARKLAND, or any of its officers, agents or employees as a result of such injury or damage.

7.05 PARKLAND shall give the CITY prompt notice of any matter covered by Subsection VII.4 above, and shall promptly forward to the CITY every demand, notice, summons, or process received in any claim or legal proceeding covered by Section 7.04 above.

7.06 The CITY shall not be obligated to indemnify, defend or hold harmless PARKLAND or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of PARKLAND, its officers, agents or employees. In the event of joint and concurrent negligence of the CITY and PARKLAND, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7.07 No part of this Agreement shall be interpreted to constitute a waiver of any defense of the Parties available to the CITY and PARKLAND under Texas law and the immunities or limits of liability granted to PARKLAND or the CITY under the Texas Torts Claim Act or elsewhere in Texas law.

7.08 The provisions of this section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## **VIII. TERMINATION**

8.01 The CITY may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to PARKLAND, with the understanding that all Services being terminated shall cease upon the date specified in such notice. The CITY shall compensate PARKLAND in accordance with the terms of this Agreement for the Services properly performed prior to the

date specified in such notice, following inspection and acceptance of same by the CITY's Director. PARKLAND shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

8.02 PARKLAND may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to the CITY, with the understanding that all Services being terminated shall cease upon the date specified in such notice.

## **IX. NOTICES**

9.01 All notices, communications and reports under this Agreement shall be mailed or delivered to the respective Parties as follows:

To: Dallas County Hospital District  
d/b/a Parkland Health & Hospital System  
5200 Harry Hines Blvd.  
Dallas, Texas 75235  
Attention: EVP & Chief Nursing Officer

With copy to: Dallas County Hospital District  
d/b/a Parkland Health & Hospital System  
5200 Harry Hines Blvd.  
Dallas, Texas 75235  
Attention: General Counsel, Legal Affairs

To: The City of Garland, Texas  
1720 Commerce St.  
Garland, Texas 75040  
Attention: Health Administrator, Health Department

## **X. MISCELLANEOUS**

9.01 This Agreement is entered into subject to the Charter and ordinances of the CITY, as amended, and applicable Texas State and Federal laws. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas; and exclusive venue for any litigation that may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

9.02 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be

considered as if such invalid, illegal or unenforceable provision has never been contained in this Agreement.

9.03 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.04 This Agreement can be revised at any time by mutual consent of the Parties and shall be revised by written amendment(s) to this Agreement and signed by both Parties. No oral modifications can be made to this Agreement.

9.05 The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

9.06 This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters in this Agreement.

9.07 **Right to Audit.** PARKLAND shall keep true, complete, and accurate books and records of all costs for which it seeks reimbursement from the City under this Agreement. The City shall have the right, upon reasonable notice and during business hours, to audit those books and records and to obtain copies of those books and records at the expense of the City.

**Dallas County Hospital District d/b/a  
Parkland Health & Hospital System**

By: Richard Humphrey  
Richard Humphrey (Aug 23, 2021 09:37 CDT)

Name: Richard Humphrey

Title: EVP & Chief Financial Officer

Date: Aug 23, 2021

**The City of Garland, Texas**

By: D Beeler

Name: Diane Beeler

Title: Director of Health

Date: 9/15/21

## **Exhibit A**

### **Scope of Services for Public Safety Licensed Master Social Work Services**

#### **1. Background**

The Garland Health Department Social Worker program provides a holistic approach to the mental and physical health needs of the citizens of Garland eight (8) hours per day Monday through Friday. The team is comprised of distinct but integrated components including license master level social worker (LMSW) or a license clinical social worker (LCSW). The primary role of the social worker is to provide a coordinated approach to persons struggling to appropriately and effectively access mental, physical and behavioral health care services. Citizens can be identified through 911 use or persons referred by community stake holders or public safety officers. Garland citizens can also be identified through the Parkland Health and Hospital System Community Oriented Primary Care, Parkland Acute Response Clinic, Parkland Emergency Department or acute hospital admission. Engagement with the Garland Health Department Social Worker will be limited to the citizens of the city of Garland. Expansion of the services of the Garland Health Department Social Worker program to residence outside of Garland city limits is up to the discretion of both Garland Health Department leadership and BioTel leadership. The Garland Health Department and Social Worker program will assist with resource connection and for all referred citizens, but in the event that a referral comes from outside of Dallas County, connection to the Parkland Health and Hospital system may be limited.

The overarching goal of the Garland Health Department Social Worker program is the improvement of citizen's overall health and well-being, the decrease in over-utilization of scarce EMS and law enforcement resources for lower acuity, non-medical or criminal justice needs, the connection of citizens to the appropriate level of physical health and psychiatric care and the maintenance of their overall wellbeing through the coordination and connection to ongoing service providers. By utilizing a partnership between an LMSW and emergency medical services, the Garland Health Department Social Worker program increases the ability of law enforcement and EMS to focus on providing acute medical services and addressing community safety needs while providing an avenue for first responders to refer citizens for more intensive evaluation and service coordination. The Garland Health Department Social Worker program will ensure continuity of care following intervention in the community, hospital transport or emergency detention, and provide prevention and intervention services. The Garland Health Department Social Worker program is a referral based, follow up, and homeless outreach program and is not intended to serve as a primary response team to emergency 911 calls for behavioral health, mental health or emergency medical services.



## **2. Staffing**

- A. 1 full time (1.0 FTE) Licensed Master Level Social Worker (LMSW) employed by Parkland will provide coverage Monday through Friday from 8:00 AM- 4:30 PM to the Garland Health Department.
  - i. If additional hours of coverage are needed then the option of PRN BioTel LMSW can be utilized if available at an additional cost per hour at the Parkland overtime rate.
- B. Any changes to the schedule will need to be discussed and agreed upon with BioTel leadership team.

## **3. Roles and Responsibilities**

- A. The LMSW primary role is the identification and connection to community resources. They are uniquely suited to assess citizens for biopsychosocial needs and coordinate efforts to gain scheduled routine access to care and decrease the dependence on 911 for those services.
- B. The LMSW is responsible for assessment of citizens with mental, behavioral or physical health needs, recommendation of appropriate community resources for mitigation and management of those needs.
- C. The LMSW is responsible for maintaining documentation in regards to care plans for identified citizens in the mutually agreed upon care record, Parkland's EPIC EHR system.
- D. The LMSW is also uniquely suited to address issues related to both medical and behavioral health service coordination; social determinants of health, de-escalation and mediation in families and individuals. The LMSW is responsible for knowledge of both medical and behavioral health resources in the community and the ability to successfully connect people with complex needs to those resources.

- E. The LMSW will be directly supervised by BioTel Social Work leadership. Any changes or additions to roles and responsibilities will be discussed and approved through BioTel Leadership chain of command.

#### **4. Additional Services**

- A. Periodic meetings, at least quarterly, will be attempted to be scheduled between Garland's Health Administer and Parkland BioTel representatives to assess the program and services provided and recommended improvements.
- B. LMSW can assist with the coordination and development of education related to their area of expertise for City of Garland Public Safety workers. This could include education on working with vulnerable or at-risk populations, mental or behavioral health issues, continuum of care issues, cultural sensitivity or other areas identified by city leadership.

**Business Associate Addendum  
to  
Interlocal Agreement**

This Business Associate Addendum to the Interlocal Agreement (the "Addendum") is entered into by and between the City of Garland, Texas, a home rule municipality ("Business Associate") and the Dallas County Hospital District d/b/a Parkland Health & Hospital System, ("Covered Entity").

**RECITALS**

This Addendum is made and entered into contemporaneously with the Interlocal Agreement by and between Business Associate and Covered Entity for the provision of public safety LCSW services (the "Services").

Under the Interlocal Agreement (the "Agreement"), Business Associate may perform or assist in performing a function or activity on behalf of Covered Entity that involves the Use and/or Disclosure of Protected Health Information (as defined in 45 C.F.R. 160.103 and as may be amended from time to time ("PHI")).

The Parties desire that the Agreement to include certain requirements regarding the Use and/or Disclosure of PHI as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); any and all regulations promulgated thereunder including the standards for privacy of individually identifiable health information at 45 C.F.R. Parts 160 and 164 ("Privacy Rule") and the standards for the security of electronic protected health information at 45 C.F.R. Parts 160, 162, and 164 ("Security Rule") (collectively, the Privacy Rule and the Security Rule are referred to herein as the "HIPAA Rules"); any applicable state law or regulation; and the Health Information Technology for Economic and Clinical Health Act ("HITECH") provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA").

NOW, THEREFORE, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**AGREEMENT**

1. **Terms Used.** Terms used, but not otherwise defined, in this Addendum, shall have the same meaning as those terms in the HIPAA Rules.
2. **Permitted Uses and Disclosures of PHI.** Except as otherwise limited in the Agreement or this Addendum, Business Associate may Use and/or Disclose PHI to perform the functions, activities, or services for or on behalf of Covered Entity as specified in the Agreement provided that such Use and/or Disclosure would not violate the HIPAA Rules if done by Covered Entity. All other Uses or Disclosures not authorized by the Agreement or this Addendum are prohibited.

3. Business Associate agrees to:

3.1. Not Use and/or Disclose PHI other than as permitted or required by the Agreement or this Addendum or as Required By Law.

3.2. Use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI and to implement and use appropriate safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of PHI and to prevent the Use and/or Disclosure of PHI other than as provided for by the Agreement or this Addendum.

3.3. Report to Covered Entity, through its Privacy Officer, any Use or Disclosure of PHI not provided for by the Agreement or this Addendum within three (3) business days of discovering the unauthorized Use or Disclosure. Additionally, within three (3) business days of discovery, Business Associate agrees to report any potential Breach of unsecured PHI as that term is defined in 45 CFR 164.402 and any successful Security Incident as that term is defined in 45 CFR 164.304. Unsuccessful Security Incidents shall be reported to Covered Entity only upon request. Business Associate shall permit Covered Entity to investigate any report submitted pursuant to this provision and shall allow Covered Entity to examine Business Associate's premises, records, and practices. In the event Covered Entity is required to provide notice to Individuals impacted by a Breach caused by Business Associate or its subcontractors and agents, Business Associate shall reimburse Covered Entity for the reasonable costs relating to the provision of such notice.

3.4. Ensure that all subcontractors and agents to whom it provides PHI received from, or created or received by, Business Associate on behalf of Covered Entity sign a business associate agreement meeting the requirements of 45 CFR 164.504 and agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this Addendum. This shall include, without limitation, ensuring that agents and subcontractors implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI created, received, maintained, stored, or transmitted on behalf of Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its subcontractors and agents as if the acts, failures or omissions were Business Associate's own acts, failures or omissions.

3.5. Provide access (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. 164.524. In the event an Individual submits a request for access directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to provide access to PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.6. Make any amendment(s) (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. 164.526. In the event an Individual submits a request for amendment directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity.



through its Privacy Officer. Business Associate is not required to amend PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.7. Make internal practices, books, and records relating to the Use and Disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in a reasonable time and manner as designated by the Secretary, for the purposes of determining compliance with the Privacy Rule and this Addendum. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available under this provision. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Business Associate or Covered Entity by virtue of this Addendum.

3.8. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 as may be amended from time to time, and incorporating exceptions to such accounting designated under the regulation. Accounting of disclosures shall be in accordance with the policies and procedures of the Covered Entity and shall be made within a reasonable time specified by Covered Entity. The first accounting in any 12 month period requested by an Individual shall be provided without charge; a reasonable charge may be made for subsequent accountings if Business Associate informs the Individual in advance of the fee and the Individual is afforded an opportunity to withdraw or modify the request. In addition, to the extent that Business Associate maintains PHI in an electronic health record, Business Associate agrees to account for all disclosures of electronic PHI upon request of an Individual for a period of at least three (3) years prior to the request (but no earlier than the Effective Date of this Addendum) as required by HITECH. Such accounting shall be directly to the Individual if requested by the Covered Entity.

3.9. Provide to Covered Entity, in a reasonable time and manner designated by Covered Entity, information collected in accordance with Section 3.8. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

3.10. Ensure that all Uses and Disclosures of PHI are subject to the principle of "minimum necessary," i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request may be Used or Disclosed.

3.11. Mitigate, to the extent practicable, any harmful effect of an unauthorized Use or Disclosure of PHI and any Breach or Security Incident by Business Associate or its subcontractors or agents of which Business Associate becomes aware.

3.12. Provide adequate training to members of its Workforce and to its subcontractors and agents regarding the requirements of the HIPAA Rules, HITECH, and this Addendum.

3.13. Provide Business Associate's policies and procedures for maintaining the confidentiality of records in a Designated Record Set as required by the Privacy Rule and this Addendum to Covered Entity at its request.

3.14. Comply with all applicable federal and state privacy and security requirements.

4. Covered Entity agrees to:

4.1. Provide Business Associate with its notice of privacy practices if a limitation in the notice of privacy practices may affect Business Associate's Use or Disclosure of PHI under the Agreement of this Addendum.

4.2. Provide Business Associate with any changes in, or revocation of, permission by an Individual to the Use and/or Disclosure of PHI, if such changes affect Business Associate's permitted or required Uses and/or Disclosures. Covered Entity will further notify Business Associate of any restriction on the Use and/or Disclosure of PHI agreed to by Covered Entity in accordance with the provisions of 45 CFR 164.522 and any restriction requested by an Individual that Covered Entity is required to comply with in accordance with the provisions of HITECH.

5. Specific Uses and Disclosures Permitted by Business Associate. Except as otherwise limited in the Agreement and this Addendum, Business Associate may:

5.1. Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such Uses and Disclosures are required under state and federal laws, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached..

5.2. Use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

6. **LIABILITY LIMITATIONS.** All Parties agree to be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign immunity, governmental immunity or available defenses available to the Parties under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the Parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas.

7. **Term and Termination.**

7.1. **Term.** This Addendum shall be effective contemporaneously with the Interlocal Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed

or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with Section 7.3 below.

**7.2. Termination for Cause.** Covered Entity may immediately terminate the Agreement and this Addendum if Covered Entity determines that Business Associate has breached a material term of this Addendum. Alternatively, the Covered Entity may choose, in its sole discretion, to: (i) provide the Business Associate written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within ten (10) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within thirty (30) days from the date of the original notice. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the underlying Agreement and this Addendum.

**7.3. Effect of Termination.**

7.3.1. Except as provided in paragraph 7.3.2 of this Section, upon termination of the Agreement or this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Section shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2. In the event that Business Associate determines that return or destruction of the PHI is infeasible, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

**8. Rights to Proprietary Information; Injunctive Relief.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate understands and acknowledges that any disclosure or misappropriation of any of PHI in violation of this Addendum will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity.

**9. Miscellaneous.**

9.1. **Amendment.** The Parties agree to take such action as is necessary to amend this Addendum from time to time to comply with the requirements of applicable federal or state laws or regulations governing the Use or Disclosure of Individually Identifiable Health Information.

9.2. **Survival.** The respective rights and obligations of Business Associate under Section 7 of this Addendum shall survive the termination of the Agreement and this Addendum.

9.3. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA and HITECH. The provisions of this Addendum shall prevail over any provisions in the underlying Agreement that may conflict or appear inconsistent with any provision in this Addendum.

9.4. **No Third Party Beneficiary.** Nothing in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.

9.5. **Counterparts; Facsimiles.** This Addendum may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

9.6 **Supcedure.** In the event that any term or provision of any agreement between the Parties conflicts with a term or provision of this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed by their respective duly authorized representatives.

**Dallas County Hospital District d/b/a  
Parkland Health & Hospital System**

By: Richard Humphrey  
Richard Humphrey (Aug 23, 2021 09:37 CDT)

Name: Richard Humphrey

Title: EVP & Chief Financial Officer

Date: Aug 23, 2021

**The City of Garland, Texas**

By: D Beeler

Name: Diana Beeler

Title: Director of Health

Date: 9/15/21





## GARLAND

### CITY COUNCIL STAFF REPORT

#### City Council Regular Session

7.

**Meeting Date:** 09/17/2024  
**Title:** Atmos Settlement Agreement  
**Submitted By:** Matt Watson, Chief Financial Officer  
**Strategic Focus Area:** Sound Governance and Finances

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#### Issue/Summary

At the September 3, 2024 Work Session, the Council considered a Settlement Agreement with Atmos Energy Mid-Tex Division ("Atmos") and the resulting rate change under the Rate Review Mechanism (RRM) tariff.

#### Background

The City, along with 181 other Mid-Texas cities served by Atmos, is a member of the Atmos Cities Steering Committee (ACSC). In 2007, ACSC and Atmos settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2024, Atmos filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2023, entitled it to additional system-wide revenues of \$196.8 million. Application of the standards set forth in ACSC's RRM Tariff reduces Atmos request to \$182.5 million, \$132.6 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$149.6 million instead of the claimed \$182.5 million.

After Atmos reviewed ACSC's consultants' report, ACSC's Executive Committee and Atmos negotiated a settlement whereby Atmos would receive an increase of \$164.7 million. This is a reduction of \$32.1 million to Atmos initial request. The effective date for new rates is October 1, 2024. The impact of the settlement on average residential rates is an increase of \$5.52 on a monthly basis or 6.84%. The increase for average commercial usage will be \$13.39 or 3.44%.

#### Consideration / Recommendation

The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all cities to pass the resolution before September 30, 2024.

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#### Attachments

Resolution  
Average Bill Increase  
RRM Tariff

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**

WHEREAS, the City of \_\_\_\_\_, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2024, Atmos Mid-Tex filed its 2024 RRM rate request with ACSC Cities based on a test year ending December 31, 2023; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2024 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$164.7 million on a system-wide basis with an Effective Date of October 1, 2024; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

\_\_\_\_\_, TEXAS:

**Section 1.** That the findings set forth in this Resolution are hereby in all things approved.

**Section 2.** That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$164.7 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2024 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

**Section 4.** That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$164.7 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

**Section 5.** That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

**Section 6.** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2024 RRM filing.



**Section 7.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

**Section 8.** That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 9.** That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**Section 10.** That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2024.

**Section 11.** That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**ATMOS ENERGY CORP., MID-TEX DIVISION  
MID-TEX RATE REVIEW MECHANISM  
AVERAGE BILL COMPARISON - BASE RATES  
TEST YEAR ENDING DECEMBER 31, 2023**

| Line No. | Description                                | Current         | Proposed        | Change  |         |
|----------|--------------------------------------------|-----------------|-----------------|---------|---------|
|          |                                            |                 |                 | Amount  | Percent |
|          | (a)                                        | (b)             | (c)             | (d)     | (e)     |
| 1        | <b><u>Rate R @ 42.8 Ccf</u></b>            |                 |                 |         |         |
| 2        | Customer charge                            | \$ 22.25        |                 |         |         |
| 3        | Consumption charge 42.8 CCF X \$ 0.48567 = | 20.79           |                 |         |         |
| 4        | Rider GCR Part A 42.8 CCF X \$ 0.27958 =   | 11.97           |                 |         |         |
| 5        | Rider GCR Part B 42.8 CCF X \$ 0.47494 =   | 20.33           |                 |         |         |
| 6        | Subtotal                                   | \$ 75.34        |                 |         |         |
| 7        | Rider FF & Rider TAX \$ 75.34 X 0.07196 =  | 5.42            |                 |         |         |
| 8        | Total                                      | <u>\$ 80.76</u> |                 |         |         |
| 9        |                                            |                 |                 |         |         |
| 10       | Customer charge                            |                 | \$ 22.95        |         |         |
| 11       | Consumption charge 42.8 CCF X \$ 0.58974 = |                 | 25.24           |         |         |
| 12       | Rider GCR Part A 42.8 CCF X \$ 0.27958 =   |                 | 11.97           |         |         |
| 13       | Rider GCR Part B 42.8 CCF X \$ 0.47494 =   |                 | 20.33           |         |         |
| 14       | Subtotal                                   |                 | \$ 80.49        |         |         |
| 15       | Rider FF & Rider TAX \$ 80.49 X 0.07196 =  |                 | 5.79            |         |         |
| 16       | Total                                      |                 | <u>\$ 86.28</u> | \$ 5.52 | 6.84%   |
| 17       |                                            |                 |                 |         |         |

**ATMOS ENERGY CORP., MID-TEX DIVISION  
MID-TEX RATE REVIEW MECHANISM  
AVERAGE BILL COMPARISON - BASE RATES  
TEST YEAR ENDING DECEMBER 31, 2023**

| Line<br>No. | Description                                 | Current          | Proposed         | Change   |         |
|-------------|---------------------------------------------|------------------|------------------|----------|---------|
|             |                                             |                  |                  | Amount   | Percent |
|             | (a)                                         | (b)              | (c)              | (d)      | (e)     |
| 18          | <b><u>Rate C @ 363.6 Ccf</u></b>            |                  |                  |          |         |
| 19          | Customer charge                             | \$ 72.00         |                  |          |         |
| 20          | Consumption charge 363.6 CCF X \$ 0.18280 = | 66.47            |                  |          |         |
| 21          | Rider GCR Part A 363.6 CCF X \$ 0.27958 =   | 101.67           |                  |          |         |
| 22          | Rider GCR Part B 363.6 CCF X \$ 0.33806 =   | 122.93           |                  |          |         |
| 23          | Subtotal                                    | \$ 363.07        |                  |          |         |
| 24          | Rider FF & Rider TAX \$ 363.07 X 0.07196 =  | 26.13            |                  |          |         |
| 25          | Total                                       | <u>\$ 389.20</u> |                  |          |         |
| 26          |                                             |                  |                  |          |         |
| 27          | Customer charge                             |                  | \$ 81.75         |          |         |
| 28          | Consumption charge 363.6 CCF X \$ 0.19033 = |                  | 69.21            |          |         |
| 29          | Rider GCR Part A 363.6 CCF X \$ 0.27958 =   |                  | 101.67           |          |         |
| 30          | Rider GCR Part B 363.6 CCF X \$ 0.33806 =   |                  | 122.93           |          |         |
| 31          | Subtotal                                    |                  | \$ 375.56        |          |         |
| 32          | Rider FF & Rider TAX \$ 375.56 X 0.07196 =  |                  | 27.03            |          |         |
| 33          | Total                                       |                  | <u>\$ 402.59</u> | \$ 13.39 | 3.44%   |
| 34          |                                             |                  |                  |          |         |

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**MID-TEX RATE REVIEW MECHANISM**  
**AVERAGE BILL COMPARISON - BASE RATES**  
**TEST YEAR ENDING DECEMBER 31, 2023**

| Line No. | Description                                  | Current            | Proposed           | Change   |         |
|----------|----------------------------------------------|--------------------|--------------------|----------|---------|
|          |                                              |                    |                    | Amount   | Percent |
|          | (a)                                          | (b)                | (c)                | (d)      | (e)     |
| 35       | <b><u>Rate I @ 1335 MMBTU</u></b>            |                    |                    |          |         |
| 36       | Customer charge                              | \$ 1,382.00        |                    |          |         |
| 37       | Consumption charge 1,335 MMBTU X \$ 0.7484 = | 998.94             |                    |          |         |
| 38       | Consumption charge 0 MMBTU X \$ 0.5963 =     | -                  |                    |          |         |
| 39       | Consumption charge 0 MMBTU X \$ 0.2693 =     | -                  |                    |          |         |
| 40       | Rider GCR Part A 1,335 MMBTU X \$ 2.7303 =   | 3,644.33           |                    |          |         |
| 41       | Rider GCR Part B 1,335 MMBTU X \$ 0.7337 =   | 979.37             |                    |          |         |
| 42       | Subtotal                                     | \$ 7,004.64        |                    |          |         |
| 43       | Rider FF & Rider TAX \$ 7,004.64 X 0.07196 = | 504.08             |                    |          |         |
| 44       | Total                                        | <u>\$ 7,508.72</u> |                    |          |         |
| 45       |                                              |                    |                    |          |         |
| 46       | Customer charge                              |                    | \$ 1,587.75        |          |         |
| 47       | Consumption charge 1,335 MMBTU X \$ 0.6553 = |                    | 874.67             |          |         |
| 48       | Consumption charge 0 MMBTU X \$ 0.4799 =     |                    | -                  |          |         |
| 49       | Consumption charge 0 MMBTU X \$ 0.1029 =     |                    | -                  |          |         |
| 50       | Rider GCR Part A 1,335 MMBTU X \$ 2.7303 =   |                    | 3,644.33           |          |         |
| 51       | Rider GCR Part B 1,335 MMBTU X \$ 0.7337 =   |                    | 979.37             |          |         |
| 52       | Subtotal                                     |                    | \$ 7,086.12        |          |         |
| 53       | Rider FF & Rider TAX \$ 7,086.12 X 0.07196 = |                    | 509.94             |          |         |
| 54       | Total                                        |                    | <u>\$ 7,596.06</u> | \$ 87.34 | 1.16%   |
| 55       |                                              |                    |                    |          |         |

**ATMOS ENERGY CORP., MID-TEX DIVISION  
MID-TEX RATE REVIEW MECHANISM  
AVERAGE BILL COMPARISON - BASE RATES  
TEST YEAR ENDING DECEMBER 31, 2023**

| Line<br>No. | Description                                  | Current            | Proposed           | Change           |              |
|-------------|----------------------------------------------|--------------------|--------------------|------------------|--------------|
|             |                                              |                    |                    | Amount           | Percent      |
|             | (a)                                          | (b)                | (c)                | (d)              | (e)          |
| 56          | <b><u>Rate T @ 4645 MMBTU</u></b>            |                    |                    |                  |              |
| 57          | Customer charge                              | \$ 1,382.00        |                    |                  |              |
| 58          | Consumption charge 1,500 MMBTU X \$ 0.5684 = | 852.60             |                    |                  |              |
| 59          | Consumption charge 3,145 MMBTU X \$ 0.4163 = | 1,309.08           |                    |                  |              |
| 60          | Consumption charge 0 MMBTU X \$ 0.0893 =     | -                  |                    |                  |              |
| 61          | Rider GCR Part B 4,645 MMBTU X \$ 0.7337 =   | 3,407.90           |                    |                  |              |
| 62          | Subtotal                                     | \$ 6,951.58        |                    |                  |              |
| 63          | Rider FF & Rider TAX \$ 6,951.58 X 0.07196 = | 500.26             |                    |                  |              |
| 64          | Total                                        | <u>\$ 7,451.84</u> |                    |                  |              |
| 65          |                                              |                    |                    |                  |              |
| 66          | Customer charge                              |                    | \$ 1,587.75        |                  |              |
| 67          | Consumption charge 1,500 MMBTU X \$ 0.6553 = |                    | 982.95             |                  |              |
| 68          | Consumption charge 3,145 MMBTU X \$ 0.4799 = |                    | 1,509.08           |                  |              |
| 69          | Consumption charge 0 MMBTU X \$ 0.1029 =     |                    | -                  |                  |              |
| 70          | Rider GCR Part B 4,645 MMBTU X \$ 0.7337 =   |                    | 3,407.90           |                  |              |
| 71          | Subtotal                                     |                    | \$ 7,487.68        |                  |              |
| 72          | Rider FF & Rider TAX \$ 7,487.68 X 0.07196 = |                    | 538.84             |                  |              |
| 73          | Total                                        |                    | <u>\$ 8,026.52</u> | <u>\$ 574.68</u> | <u>7.71%</u> |

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>R – RESIDENTIAL SALES</b>                                      |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2024</b>                      |  |

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| <b>Charge</b>                     | <b>Amount</b>                  |
|-----------------------------------|--------------------------------|
| Customer Charge per Bill          | \$ 22.95 per month             |
| Rider CEE Surcharge               | \$ 0.05 per month <sup>1</sup> |
| <b>Total Customer Charge</b>      | <b>\$ 23.00 per month</b>      |
| Commodity Charge – All <u>Ccf</u> | \$0.58974 per Ccf              |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>C – COMMERCIAL SALES</b>                                       |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2024</b>                      |  |

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| <b>Charge</b>                | <b>Amount</b>                  |
|------------------------------|--------------------------------|
| Customer Charge per Bill     | \$ 81.75 per month             |
| Rider CEE Surcharge          | \$ 0.00 per month <sup>1</sup> |
| <b>Total Customer Charge</b> | <b>\$ 81.75 per month</b>      |
| Commodity Charge – All Ccf   | \$ 0.19033 per Ccf             |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at [mdtx-div-plantprotection@atmosenergy.com](mailto:mdtx-div-plantprotection@atmosenergy.com).

<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.



**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>I – INDUSTRIAL SALES</b>                                       |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2024</b>                      |  |

**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

| <b>Charge</b>                | <b>Amount</b>         |
|------------------------------|-----------------------|
| Customer Charge per Meter    | \$ 1,587.75 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.6553 per MMBtu   |
| Next 3,500 MMBtu             | \$ 0.4799 per MMBtu   |
| All MMBtu over 5,000 MMBtu   | \$ 0.1029 per MMBtu   |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>I – INDUSTRIAL SALES</b>                                       |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2024</b>                      |  |

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at [mdtx-div-plantprotection@atmosenergy.com](mailto:mdtx-div-plantprotection@atmosenergy.com).

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>T – TRANSPORTATION</b>                                         |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2024</b>                      |  |

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

| <b>Charge</b>                | <b>Amount</b>         |
|------------------------------|-----------------------|
| Customer Charge per Meter    | \$ 1,587.75 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.6553 per MMBtu   |
| Next 3,500 MMBtu             | \$ 0.4799 per MMBtu   |
| All MMBtu over 5,000 MMBtu   | \$ 0.1029 per MMBtu   |

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>T – TRANSPORTATION</b>                                         |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2024</b>                      |  |

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RIDER:</b>          | <b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>                     |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2024</b>                      |  |

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

$i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf

$R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.

$HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class

$NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

$ADD$  = billing cycle actual heating degree days.

$BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RIDER:</b>          | <b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>                     |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2024</b>                      |  |

Base Use/Heat Use Factors

| Weather Station  | <u>Residential</u>     |                            | <u>Commercial</u>      |                            |
|------------------|------------------------|----------------------------|------------------------|----------------------------|
|                  | Base use<br><u>Ccf</u> | Heat use<br><u>Ccf/HDD</u> | Base use<br><u>Ccf</u> | Heat use<br><u>Ccf/HDD</u> |
| Abilene          | 9.52                   | 0.1526                     | 88.98                  | 0.7485                     |
| Austin           | 8.87                   | 0.1343                     | 213.30                 | 0.9142                     |
| Dallas           | 12.38                  | 0.2024                     | 185.59                 | 1.0974                     |
| Waco             | 8.71                   | 0.1219                     | 130.62                 | 0.7190                     |
| Wichita<br>Falls | 10.20                  | 0.1394                     | 117.78                 | 0.6435                     |

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.



**GARLAND**  
**CITY COUNCIL STAFF REPORT**

**City Council Regular Session**

**8.**

**Meeting Date:** 09/17/2024

**Title:** Interlocal Agreement between City of Garland and DART for the South Garland Transit Center

**Submitted By:** Ayako Schuster, Economic Development Director

**Strategic Focus Area:** Growing Economic Base

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**Issue/Summary**

Council is requested to consider approving an interlocal agreement (ILA) between the City of Garland and Dallas Area Rapid Transit (DART) for a future Transit-Oriented Development at the South Garland Transit Center.

**Background**

In August 2021, a Memorandum of Understanding (MOU) was executed between the City of Garland and DART to pursue Transit-Oriented Development (TOD) opportunities around the Garland transit facilities, including the Lake Ray Hubbard and South Garland Transit Centers. The LBJ and South Garland Avenue corridor has been identified as a Catalyst Area and the City has been seeking a redevelopment opportunity. South Garland Transit Center, situated within this Catalyst Area, was originally opened in 1993. It contains 603 parking spaces, and currently less than 30 spaces are used daily. This ILA is part of the ongoing efforts to redevelop and revitalize the larger strategic area.

As part of the ILA, in order to accommodate a potential TOD project, DART will sell approximately 6 acres of surplus parking area at the South Garland Transit Center to the City for fair market value. The City of Garland will seek to acquire a site, approximately 3 acres, for a new DART Transit Center. As part of the relocation, the City will pay all costs to replace the current outdated DART Transit Center. The partnership between the City of Garland and DART through conversion of an underutilized parking area will allow for the potential development of a major regional destination and increase ridership for DART.

**Consideration / Recommendation**

Staff recommends Council approval of the Interlocal Agreement between the City of Garland and DART allowing the potential development of a major regional destination.

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**Attachments**

Proposed Interlocal Agreement between the City of Garland and DART

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**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**RESOLUTION**

**Approval of an Interlocal Agreement with the City of Garland and Sale of Surplus Property  
for Transit-Oriented Development at the South Garland Transit Center**

WHEREAS, the City of Garland has formulated a plan for the development of the 92-acre area surrounding the South Garland Transit Center, generally bounded by IH-635 on the south, Garland Road to the north, Shiloh Road on the west, and Leon Road to the east; and

WHEREAS, the City's plan for the 92-acres includes mixed transit-supportive uses anchored by an event/entertainment facility; and

WHEREAS, on January 26, 2023, DART and the City entered into an Interlocal Agreement for Public Transportation Improvement (PTI) Funds (authorized by the Board on November 15, 2022 [Resolution No. 220180]), which provides that the City, as a service area city, is entitled to receive \$20,963,000 in PTI Funds to complete projects that will benefit or complement DART's public transportation system, including transit-oriented development (TOD) projects; and

WHEREAS, on January 23, 2024 (Resolution No. 240007), the DART Board approved the City's use of the PTI Funds for the South Garland Transit Center TOD development and included the project in DART's FY 2024 20-Year Financial Plan; and

WHEREAS, the City is prepared to move forward with the implementation of its South Garland Transit Center TOD plan and a partnership with DART is an integral element to the plan; and

WHEREAS, the Interlocal Agreement with the City for TOD at the South Garland Transit Center (Agreement) requires DART to relocate the transit center approximately 500 feet north of its current location to a site to be acquired by the City; and

WHEREAS, the Agreement provides for the sale of approximately 9 acres of DART property where the South Garland Transit Center is currently located to the City; and

WHEREAS, the Agreement provides for the design and construction of a new transit center (either a stand-alone facility or integrated into a parking garage facility) at the City's cost at the new location; and

WHEREAS, the Agreement will result in the conversion of unused parking area into a TOD, generation of revenue from the sale of surplus property, improved bus facilities for DART riders, and increased ridership upon completion of the TOD; and

WHEREAS, the Agreement will facilitate development consistent with the 2020 DART TOD Policy and 2020 TOD Guidelines with respect to density of uses, accessibility and walkability, parking reduction and shared parking, and supporting uses that will increase transit ridership; and

WHEREAS, the agreement and sale of surplus property will produce revenue for DART, DART acquired the property with federal funds and will require FTA approval for the sale, and approval of this agreement does not require modifications to the FY 2024 operating budget or FY 2024 20-Year Financial Plan.

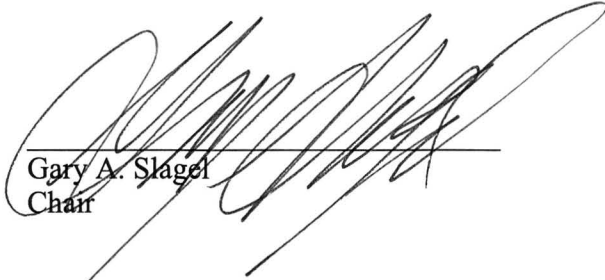


NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that:

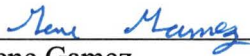
- Section 1: The President & Chief Executive Officer or her designee is authorized to execute an Interlocal Agreement with the City of Garland for Transit-Oriented Development at the South Garland Transit Center, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review and approval by the Federal Transit Administration (FTA).
- Section 2: DART's interest in the property located at 4051 Leon Road, Garland, Texas is declared surplus to DART's needs for the efficient operations and maintenance of its public transportation system.
- Section 3: The President & Chief Executive Officer or her designee is authorized to take such action and execute such documents as shall be necessary for the sale of the property at 4051 Leon Road, Garland, Texas in accordance with the Interlocal Agreement with the City of Garland for Transit-Oriented Development at the South Garland Transit Center and FTA approval.

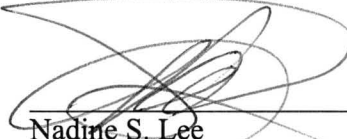
**Approval of an Interlocal Agreement with the City of Garland and Sale of Surplus Property for  
Transit-Oriented Development at the South Garland Transit Center**

  
\_\_\_\_\_  
M. Nathan Barbera  
Secretary

  
\_\_\_\_\_  
Gary A. Slagel  
Chair

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gene Gamez  
General Counsel

ATTEST  
  
\_\_\_\_\_  
Nadine S. Lee  
President & Chief Executive Officer

August 27, 2024  
\_\_\_\_\_  
Date

**DRAFT****INTERLOCAL AGREEMENT****BETWEEN****DALLAS AREA RAPID TRANSIT AND CITY OF GARLAND**

This Interlocal Agreement (the “Agreement”) is made and entered into by and between the Dallas Area Rapid Transit (“DART”) a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code, and the City of Garland, a Texas home-rule municipal corporation (“City”), collectively (the “Parties”), as follows:

**Recitals**

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for DART and the City to enter into this Agreement for the provision of governmental functions and services of mutual interest; and

WHEREAS, the City Council of the City has approved entering into this Agreement by resolution or other action, which is attached hereto and made a part of this Agreement as Exhibit “A”; and

WHEREAS, the DART Board of Directors has approved entering into this Agreement by resolution or other action, which is attached hereto and made a part of this Agreement as Exhibit “B”, and

WHEREAS, the Texas Department of Transportation (“TxDOT”) is in the process of investing \$1.7 Billion in the IH-635 East Corridor Project, to improve traffic flow in the area; and

WHEREAS, DART currently maintains a transit center located in South Garland on a tract of land of approximately 8.7179± acres, generally located at the northeast corner of S. Shiloh Road and IH 635 and commonly addressed as 4051 Leon Road, Garland, Dallas County, Texas 75041 (hereinafter, the “Current TC”); and

WHEREAS, DART has an interest in designing and constructing a more accessible and modern transit center on a more efficient parcel of land with ingress and egress designed to better serve the transportation and planning goals of DART and the City; and

WHEREAS, the City has an interest in acquiring, at fair market value, the property upon which the Current TC is located, more specifically described and depicted in the legal description attached hereto as Exhibit “C” (hereinafter, the “Current TC Site”) and the surplus parking area adjacent to the Current TC, more specifically described and depicted in Exhibit “D” attached hereto (hereinafter, the “Surplus Site”), to be incorporated into a multi-use commercial, entertainment, residential, and destination development; and

WHEREAS, DART has determined that it can provide improved public transportation services by relocating and modernizing its transit center and selling, at fair market value, the



Surplus Site and the Current TC Site to the City in furtherance of the City's integrated development vision; and

WHEREAS, DART and the City have generally identified an appropriate site, consisting of approximately 3 ± acres, more or less, located adjacent to the right of way for the future Millay Blvd. at the future intersection of Millay Blvd. and Leon Road (the "Future TC Site"), to locate its new transit facilities (the "Future TC") in order to best serve DART's ridership, which includes the citizens and residents of the City; and

WHEREAS, the City, with the cooperation and support of DART, will seek to acquire the Future TC Site through purchase, or if necessary, the use of eminent domain; and, in order to facilitate efficient and orderly ingress and egress, the necessary right of way for the realignment and extension of Millay Blvd. as set forth on Exhibit "E" attached hereto; and

WHEREAS, the City has agreed to improve, construct and maintain Millay Blvd., including intersections with Leon Road and Shiloh Road, and to commit in whole or in part its TOD funds to the development of parking and transit facilities to serve the citizens of Garland and DART's ridership through the Future TC; and

WHEREAS, pursuant to the Interlocal Agreement between DART and the City for Public Transportation Improvements, effective January 26, 2023 (hereinafter, the "PTI Agreement"), DART recognized the City as a service area city entitled to received \$20,963,000 in funds if the City uses such funds to complete projects that will benefit or compliment DART's public transportation system (hereinafter, the "TOD Funds"); and

WHEREAS, the City, pursuant to the PTI Agreement, submitted an eligible project to DART as that term is defined therein, which included a transit-oriented development that will entail the relocation, modernization and right-sizing of DART's transit center along with roadway and parking improvements complimentary to the new facility (hereinafter, the "Project"); and

WHEREAS, on or about January 23, 2024, DART approved use of the TOD Funds for the Project, and included the Project in both DART's Transit System Plan and twenty-year financial plan; and

WHEREAS, the Federal Transit Administration (FTA) has approved the sale of the Surplus and Current TC Site to the City pursuant to the terms of this Agreement; and

NOW, THEREFORE, in furtherance of the recitals set forth above and the covenants, consideration and agreements set forth below, the Parties agree, as follows:

### **Section I. Sale of Surplus Site.**

- 1.1. Within ninety (90) days of the Effective Date of this Agreement, DART and the City will retain a mutually agreed upon appraisal firm to conduct an appraisal of the Surplus Site. The appraisal, which shall comply with USPAP standards, shall determine the fair market value of the Surplus Site, as of the Effective Date of this Agreement. Both DART and the City shall be identified as intended users of the appraisal and shall receive a signed copy of the appraisal upon its completion. Prior to finalization of the appraisal, DART and the

City shall be provided a draft of the appraisal and collectively afforded a joint opportunity to ask questions to the appraisal firm and challenge the appraisal firm's methodology, data, and/or assumptions utilized to formulate the appraisal; however, the appraisal firm shall have ultimate discretion in the final contents of the appraisal. The appraisal fee shall be paid for from the TOD Funds.

- 1.2. Within thirty (30) days of the Parties' receipt of the appraisal set forth above in paragraph 1.1 and the City's acceptance of DART's title to the Surplus Site and Current TC Site, DART shall convey to the City the Surplus Site through a Special Warranty Deed, in the form attached hereto as Exhibit "F," with a purchase price equal to the FMV of the Surplus Site as determined by the appraisal set forth in paragraph 1.1. DART hereby warrants and represents that it has, or by the time of conveyance will have, clean and marketable title to the Surplus Site. Any funds or other expenses to be paid for incurred to ensure clean and marketable title are the sole responsibility of DART.
- 1.3. The sale of the Surplus Site shall be funded from the TOD Funds, which shall be allocated to DART upon the delivery of the executed Special Warranty Deed contemplated in Paragraph 1.2 above to City.

## **Section II. Acquisition of the Future TC Site.**

- 2.1. The Parties understand and acknowledge that, with prior approval from the City, DART may acquire by eminent domain any interest in real property that is necessary or useful in the construction or operation of its public transportation system. However, in furtherance of this Agreement, the Parties hereby agree that the City shall attempt to purchase the Future TC Site and shall have the authority to exercise the right of eminent domain for the purposes of acquiring the Future TC Site. The Parties have determined that the acquisition of the Future TC Site is necessary to accomplish the collective goals set forth herein and is being obtained for a public purpose, to wit public transportation and public parking facilities. DART agrees to provide, to the City, any support reasonably necessary in furtherance of the eminent domain process, including but not limited to the provision of documentation and witness testimony.
- 2.2. The Parties agree that the City will use the TOD Funds to cover costs and expenses associated with the acquisition of the Future TC Site, including but not limited to the purchase price, closing costs and other costs and expenses associated with the retention of attorneys, experts, surveyors, engineers, appraisers, or other consultants.
- 2.3. The Parties agree that the City's acquisition of the Future TC Site, through purchase or condemnation, is a condition precedent to the rights and obligations under Sections III, IV, and V of this Agreement.

## **Section III. Exchange of the Current TC Site and Future TC Site.**

- 3.1. Within thirty (30) days of Substantial Completion (as later defined), DART and the City will retain a mutually agreed upon appraisal firm to conduct an appraisal of the Current TC Site and Future TC Site. The appraisals, which shall comply with USPAP standards, shall



determine the fair market value of the Current TC Site and Future TC Site, as of the date of Substantial Completion and shall include the hypothetical condition that both sites are unimproved ("FMV"). For the purposes of this Agreement, "Substantial Completion" shall mean that the construction of Millay Blvd. has been completed, including intersections with Leon Road and Shiloh Road, and is open for bus travel and the Future TC has been sufficiently completed to allow full use of the facility by DART for transit purposes. Both DART and the City shall be identified as intended users of the appraisals and shall receive a signed copy of each appraisal upon its completion. Prior to finalization of the appraisals, DART and the City shall be provided a draft of each appraisal and collectively afforded a joint opportunity to ask questions to the appraisal firm and challenge the appraisal firm's methodology, data, and/or assumptions utilized to formulate the appraisal; however, the appraisal firm shall have ultimate discretion in the final contents of the appraisal.

- 3.2. Within thirty (30) days of the Parties' receipt of the appraisals set forth above in Paragraph 3.1, the City shall convey to DART the Future TC Site and DART shall convey to the City the Current TC Site through Special Warranty Deeds, in the form attached hereto as Exhibit "G".
- 3.3. The purchase price of the Current TC Site, payable by the City to DART, shall be equal to the FMV as determined pursuant to Section 3.1. The purchase price of the Future TC Site, payable by DART to the City, shall be equal to the FMV as determined pursuant to Section 3.1. The purchase prices of the Current TC Site and the Future TC Site shall be offset by one another. If the purchase price of the Current TC Site is greater than the purchase price of the Future TC Site, then the City shall pay the balance to DART at closing. The City may pay such balance with TOD Funds. If the purchase price of the Future TC Site is greater than the purchase price of the Current TC, then DART shall pay the balance due to the City at closing.
- 3.4. The City hereby warrants and represents that it has, or by the time of conveyance will have, clean and marketable title to the Future TC Site. DART hereby warrants and represents that it has, or by the time of conveyance will have, clean and marketable title to the Current TC Site. Subject to Section 2.2, any funds or other expenses to be paid or incurred to ensure clean and marketable title are the sole responsibility of the City.
- 3.5. Should the design and construction of the Future TC proceed with the Garage TC option, as defined in Section IV below, the City's conveyance of the Future TC Site to DART will include a limited reservation of rights, in a form mutually acceptable to both Parties, to allow for City's construction and operation of a parking garage structure on the Future TC Site. The reservation of rights shall be considered in the appraisal of the Future TC site, as described in Section 3.1, and shall result in a reduction to the price of the Future TC site.

**Section IV. Design, Construction and Related Funding of the Future TC – Garage TC Option.**

- 4.1 The City shall be responsible for the design and construction of the Future TC in the event that a parking garage is incorporated as part of the Future TC ("Garage TC"). The City, in

coordination with DART, will consult with planners, architects, engineers, and consultants to prepare a concept plan rendering of the Garage TC along with the estimated costs and expenses associated with the design and construction thereof ("Garage Estimated Design and Construction Costs"). The Garage Estimated Design and Construction Costs shall clearly identify costs for aesthetic or technological upgrades requested by DART that exceed what is necessary for construction of a transit center with equivalent amenities to the Current TC (hereinafter referred to as "Upgrades"). Upgrades shall not include costs for additional square footage in excess of the square footage of the Current TC that DART, in its sole reasonable discretion, determines is necessary to accommodate DART's customers and transit operations. The concept plan rendering of the Garage TC, along with the Garage Estimated Design and Construction Costs, shall be acceptable to both Parties prior to advancing design and construction of the Garage TC.

- 4.2 Subject to Section 5.1 below, the City agrees that it will design and initiate construction of the Garage TC within twelve (12) months from the date the City acquires the Future TC Site. DART shall have final design approval of the Garage TC, which approval will not be unreasonably withheld, conditioned, or delayed, and shall be afforded oversight of the City's construction of the Garage TC to ensure the facility meets DART's standards. To the extent that TOD Funds have not been expended by the deadlines set forth in the PTI Agreement, the Parties agree that the deadlines set forth in the PTI Agreement are hereby extended as necessary to allow for the City's use of TOD Funds for the expenditures related to the design and construction of the Garage TC. The City shall pay all costs and expenses for the design and construction of the Garage TC (including any utility relocation costs, subject to paragraph 4.1 above) with the TOD Funds or another source of funds, as determined by the City; provided, however, DART shall reimburse the City for actual costs incurred for Upgrades.
- 4.3 Following substantial completion of the Garage TC, DART shall maintain the transit facilities within the Garage TC and the City shall maintain the parking facilities. The Parties shall enter into a maintenance agreement that more specifically describes the maintenance responsibilities, defines in greater detail what constitutes transit facilities and parking facilities, and allocates maintenance responsibilities for common areas.

**Section V. Design, Construction and Related Funding of the Future TC – Stand Alone TC Option.**

- 5.1 Should the City determine that the Garage TC is not feasible or economical, in its sole, reasonable discretion, the City shall notify DART in writing within seven (7) business days of the City's acquisition of the Future TC Site. In the event that the City provides such notice to DART, the obligations in this Section V shall apply instead of the obligations in Section IV hereof.
- 5.2 DART shall be responsible for the design, construction, and maintenance of the Future TC without an incorporated parking garage ("Stand-Alone TC"). DART, in coordination with the City, will consult with planners, architects, engineers, and consultants to prepare a



concept plan rendering of the Stand-Alone TC along with the estimated costs and expenses associated with the design and construction thereof (“Stand-Alone TC Estimated Design and Construction Costs”). The Stand-Alone TC Estimated Design and Construction Costs shall clearly identify costs for Upgrades and shall be acceptable to both Parties prior to advancing design and construction of the Stand-Alone TC.

- 5.3 The Parties agree that the City shall be solely and wholly responsible for the actual Stand-Alone TC design and construction costs (including any utility relocation costs, subject to paragraph 5.2 and this paragraph), less the actual costs for Upgrades which shall be paid for by DART. DART may make recurring draw requests to the City for reimbursement of actual Stand-Alone TC design and construction costs (excluding costs for Upgrades) as such costs are incurred by DART, and the City shall pay DART’s draw requests within thirty (30) days of receipt; provided, however, that the actual Stand-Alone TC design and construction costs shall not exceed one hundred and ten percent (110%) of the Stand-Alone TC Estimated Design and Construction Costs without prior written authorization by the City. The City shall use TOD Funds or City Funds, as may be available, to pay the draws contemplated under this Section. The cap of one hundred and ten percent (110%) of the Stand-Alone TC Estimated Design and Construction Costs is subject to the Force Majeure provisions contained in Section 8.12, below.
- 5.4 DART agrees that it will design and initiate construction of the Stand-Alone TC within twelve (12) months from the date the City notifies DART that the Garage TC is not feasible or economical, as provided in Section 5.1 hereof. To the extent that TOD Funds have not been expended by the deadlines set forth in the PTI Agreement, the Parties agree that the deadlines set forth in the PTI Agreement are hereby extended to account for the expenditures set forth herein.

**Section VI. Design, Construction and Related Funding of Millay Blvd. and the Garage Facility.**

- 6.1 Included within the Project submitted by the City pursuant to the PTI Agreement was the design and construction of a parking facility to be owned by the City (the “Parking Facility”), as well as the design, construction, and improvement of Millay Blvd. adjacent to the Future TC. To the extent that the TOD Funds have not been otherwise expended on the matters set forth above, the City shall use the remaining TOD Funds to design and construct Millay Blvd. and/or the Parking Facility. The Parties agree that the Garage TC qualifies as the Parking Facility included in the Project. To the extent that TOD Funds have not been expended by the deadlines set forth in the PTI Agreement, the Parties agree that the deadlines set forth in the PTI Agreement are hereby extended to account for the expenditures set forth herein.
- 6.2 The City acknowledges DART’s need for continued direct access to Shiloh Road from the Current TC during the time that DART’s operations are continuing at the Current TC. To enable such continued operations and accommodate City development plans, the City shall ensure that DART retains direct bus access between the Current TC and Shiloh Road at all



times (via the existing paved private drive north of the Current TC, previously owned by DART as part of the Surplus Site, or an alternative improved two-way roadway surface with easily-visible traffic markings on a route approved by DART through property adjacent to the Current TC Site under the control of the City) until DART operations have been fully relocated to the Future TC. Additionally, the City shall ensure that Project activities do not otherwise disrupt or interfere with DART's transit operations at the Current TC Site or, following Substantial Completion, the Future TC Site, without prior written approval from DART.

#### **Section VII. Dispute Resolution.**

- 7.1 The Parties agree that the success of the Project will require cooperation and coordination and further understand and agree that time is of the essence. DART and the City will make good faith efforts to resolve any issues or disputes which may arise under this Agreement, or the agreements attached hereto as exhibits. Prior to filing a lawsuit, unresolved issues or disputes must be promptly forwarded to the City's Assistant City Manager Michael A. Hesser and the DART Executive Vice President/Chief Development Officer. If an issue or dispute cannot be resolved, it will be elevated to the City's City Manager and the DART President/Chief Executive Officer.

#### **Section VIII. Miscellaneous.**

- 8.1 **Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.
- 8.2 **Entire Agreement.** The recitals and exhibits to this Agreement are incorporated herein for all purposes. This Agreement constitutes the entire agreement of DART and the City with respect to the subject matter hereof. There is no other collateral agreement, oral or written, between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto and which are incorporated herein.
- 8.3 **Amendment.** This Agreement may not be amended except by the mutual written agreement of the Parties. The Parties shall provide to each other board minutes, resolutions, certificates of incumbency, and other documents reasonably requested by either Party evidencing the authority of the Party signing this Agreement, any amendments hereto, or any other document related hereto on behalf of a Party so signing.
- 8.4 **Governing Law, Venue and Construction.** This Agreement shall be governed by the laws of the State of Texas. The Parties agree that venue for any action shall be in state district court of Dallas County, Texas. This Agreement, including the attachments hereto, shall not be construed against the drafting Party.
- 8.5 **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

- 8.6 **Terminology.** "Hereunder," "hereof," and similar or related terminology refers to this entire Agreement. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include any and every other gender.
- 8.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
- 8.8 **Authority to Execute.** The individual signatories below each represent they have authority to sign for and bind the respective Party.
- 8.9 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier, facsimile, or otherwise hand delivered and received by 5:00 P.M. on such day:

Garland: City of Garland  
Attention: City Manager  
PO Box 469002  
Garland, Texas 75046

Copy To: City of Garland  
Attention: City Attorney  
PO Box 469002  
Garland, Texas 75046

DART: Dallas Area Rapid Transit  
Attention: President and Chief Executive Officer  
1401 Pacific Ave.  
Dallas, Texas 75202

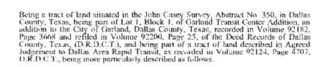
Copy To: Dallas Area Rapid Transit  
Attention: General Counsel  
1401 Pacific Ave.  
Dallas, Texas 75202

- 8.10 **Current Funds.** Each Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying Party.
- 8.11 **Severability and Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as nearly as possible the original intent of the Parties.

- 8.12 **Force Majeure.** The obligations of the Parties to this Agreement shall be subject to events of Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action in inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, work stoppages, or incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the DART Property is located, or a Party's labor or supply chain, or the availability of services ("Epidemiological Event") that result in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials, or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, providing the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the occurrence(s) of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred and ended.
- 8.13 **Privacy and Protection of Confidential Information.** DART and the City are governed by the Texas Public Information Act and public access to public information. The City and DART shall not disclose Confidential Information except to the extent required by the Texas Public Information Act, or other applicable law.

*(signatures on next page)*





BEGINNING at a found 5/8-inch iron rod with illegible red cap found at the northwest corner of said Lot 1 and the southwest corner of Lot 2, Block 1 of said Garland Transit Center Addition, being in the east line of Shiloh Road (variable width right-of-way);

THENCE North 89 degrees 02 minutes 51 seconds East, with the north line of said Lot 1 and the south line of said Lot 2, at a distance of 213.57 feet passing and "X" found in concrete at the southeastermost southeast corner of said Lot 2 and the southwest corner of Lot 3, Block 1 of said Garland Tract Center Addition; continuing a total distance of 463.86 feet to a 5/8-inch iron rod with red cap stamped "PJB SURVEYING" set.

THENCE South 01 degree 08 minutes 31 seconds East, departing the north line of said Lot 1 and the south line of said Lot 3, a distance of 141.73 feet to an "X" set in concrete;

71HN17: South 60 degrees 41 minutes 57 seconds East, a distance of 210.00 feet to an "X" set in concrete;

THENCE North 89 degrees 16 minutes 03 seconds East, a distance of 24.66 feet to a 1/2-inch iron rod with yellow cap stamped "HALFF ASSOCIATES" found at interior corner of said Lot 1 and the northwest corner of Hollywood Addition, an addition to the City of Garland, Texas, recorded in Volume 94114, Page 4199, D.R.D.C.T.;

THENCE South 00 degrees 43 minutes 57 seconds East, with the east line of said Lot 1 and the west line of said Hollywood Addition, a distance of 319.74 feet to a 5/8-inch iron rod with red cap stamped "PJI SURVEYING" set in the northeast line of Interstate Highway 635 (IH-635) (variable width right-of-way).

THENCE North 54 degrees 05 minutes 33 seconds West, with the northeast line of said IH-635, a distance of 223.18 feet to a 5/8-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 1,017.00 feet and a central angle of 08 degrees 05 minutes 46 seconds;

THENCE continuing with the northeast line of said H-635, with said curve to the left, an arc distance of 143.70 feet (Chord North 58 degrees 08 minutes 26 seconds West - 143.58 feet) to a "cross-tie" set at the point of reverse curvature of a curve to the right, having a radius of 3,731.00 feet and a central angle of 03 degrees 25 minutes 09 seconds;

THENCE continuing with the northeast line of said H-635, with said curve to the right, an arc distance of 222.65 feet (Chord Bearing North 60 degrees 28 minutes 44 seconds West - 222.61 feet) to a 3/8-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE North 22 degrees 19 minutes 14 seconds West, continuing with the northeast line of said D1-635, a distance of 21.57 feet to a 5/8-inch iron rod with illegible pink cap found in the east line of said Shilo Road;

road Shiloh Road, a distance of 24.36 feet to a 5/8-inch iron rod with pink cap stamped "TXDOT RIGHT-OF-WAY MARKER" found at the point of curvature of a curve to the left, having a radius of 3,079.00 feet and a central angle of 04 degrees 05 minutes 31 seconds;

THENCE continue with the northeast line of said Nulton Road, with said curve to the left, an arc distance of 219.90 feet (Chord) bearing North 00 degrees 01 minute 58 seconds West - 219.85 feet) to a 5/8-inch iron rod with pink cap stamped "FIXED RIGHT-OF-WAY MARKER" found at the point of reverse curvature of a non-tangency curve to the right, having a radius of 4,939.00 feet and a central angle of 90 degrees 18 minutes 40 seconds,

THENCE continuing with the (northern) line of said Shiloh Road, with said curve to the right, an arc distance of 26.81 feet (Chord Bearing North 01 degree 55 minutes 23 seconds West - 26.81 feet) to a 5/8-inch iron rod with pink cap stamped "TXDOT RIGHT-OF-WAY MARKER" found;

THENCE North 00 degrees 17 minutes 27 seconds West, continuing with the northeast line of said Shiloh Road, a distance of 18.64 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 1,173.55 feet and a central angle of 01 degree 51 minutes 37 seconds;

THENCE continuing with the northeast line of said Shiloh Road, with said curve to the left, an arc distance of 38.16 feet (Closed Bearing North 61 degree 30 minutes 37 seconds West - 38.16 feet) to the POINT OF BEGINNING and containing 5.469 acres (238,229 square feet) of land.

### CERTIFICATION

I do hereby certify that this survey was prepared from an on the ground survey under my supervision on May 28th, 2024. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

*Patrick J. Baldasaro* 7.3.24  
Patrick J. Baldasaro  
Registered Professional Land Surveyor 5504



Notes:

1. Bearings are based on the Texas State Plane Coordinate System, North American Datum of 1983 (2011 adjustment).
2. Coordinates reflected on this survey are grid values, no projections.
3. Dimensions shown are surface values, adjusted using TxDOT Grid to Ground conversion factors of 1.0000000000 and 1.0000000000.
4. No portion of the Property lies within a Special Flood Hazard Area, as depicted on the Flood Insurance Rate Map for the community in which the property is located (Map No. 0811-00030B, dated 7/1/2014).
5. Survey was prepared with the benefit of a Title Commitment issued by National Investment Title Insurance Company, dated 11/15/2014, effective date 11/13/2014. Schedule B items are as follows:
10. a. The following is shown on plat recorded in Volume 52182, Page 3685 of the Public Records of Tarrant County, Texas:
10. b. Utility easement as shown on plat
10. c. Utility easement as shown on plat
10. d. Utility easement as shown on plat
10. e. Utility easement as shown on plat
10. f. Utility easement as shown on plat
10. g. Utility easement as shown on plat
10. h. Utility easement as shown on plat
10. i. Utility easement as shown on plat
10. j. Utility easement as shown on plat
10. k. Utility easement as shown on plat
10. l. Utility easement as shown on plat
10. m. Utility easement as shown on plat
10. n. Utility easement as shown on plat
10. o. Utility easement as shown on plat
10. p. Utility easement as shown on plat
10. q. Utility easement as shown on plat
10. r. Utility easement as shown on plat
10. s. Utility easement as shown on plat
10. t. Utility easement as shown on plat
10. u. Utility easement as shown on plat
10. v. Utility easement as shown on plat
10. w. Utility easement as shown on plat
10. x. Utility easement as shown on plat
10. y. Utility easement as shown on plat
10. z. Utility easement as shown on plat
- Proposed 10' right of way dedication - shown, does not affect
- Texas Municipal Power Company easement, recorded in Volume 50707, Page 5477 - shown, does not affect
- Platbook easement, in LoneStar Gas Company-owned in Volume 52018, Page 3815 - shown, does not affect
- Platbook easement, in LoneStar Gas Company-owned in Volume 52074, Page 5713 - may affect, cannot be located by plat
10. Texas Municipal Power Company easement, recorded in Volume 57007, Page 5477 - shown, does not affect

BOUNDARY SURVEY  
OF PART OF  
LOT 1, BLOCK 1  
GARLAND TRANSIT CENTER ADDITION  
A  
5.469 ACRE TRACT  
OUT OF THE  
JOHN CASEY SURVEY  
ABSTRACT NO. 350  
IN THE  
CITY OF GARLAND  
DALLAS COUNTY, TEXAS

PREPARED BY  
D. J. GILBERT, JR.

PJE SURVEYING, LLC  
TBPELS NO. 1019430

200 W. BELMONT, SUITE C  
ALLEN, TEXAS 75013  
372-819-0669

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240096



**GARLAND**  
**CITY COUNCIL STAFF REPORT**

**City Council Regular Session**

**9.**

**Meeting Date:** 09/17/2024  
**Title:** Interlocal Agreement for the Sale of Tax Foreclosed Properties  
**Submitted By:** Mona Woodard, Neighborhood Services Administrator  
**Strategic Focus Area:** Vibrant Neighborhoods and  
Commercial Centers

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**Issue/Summary**

Resolution to approve the terms and conditions of an Interlocal Agreement by and between Dallas County, Garland Independent School District, and City of Garland for the sale of tax-foreclosed properties.

**Background**

This item was presented to the Council during the September 3, 2024, work session for consideration of a Resolution authorizing the City Manager to execute an Interlocal Agreement (ILA) with Dallas County and Garland Independent School District for the sale of tax-foreclosed properties. The ILA was initiated at the request of Dallas County and establishes a mutual understanding and process for reselling certain tax-foreclosed properties at below-market value or for less than the total judgment amount, as specified in the foreclosure judgment, to create an efficient mechanism for returning deteriorated or unproductive properties to the tax rolls. The ILA aligns with the Garland 2020-2024 Consolidated Plan, approved by City Council on August 4, 2020 and the 2023 Annual Action Plan, approved by the City Council on July 11, 2023. These plans set the City's goals to increase the supply and quality of housing affordable to low- and moderate- income families, provide decent and safe housing, enhance the tax base, and stimulate revitalization, redevelopment, and economic growth.

**Consideration / Recommendation**

Staff recommend the City Council adopt a resolution authorizing the City Manager to execute the ILA between Dallas County, Garland Independent School District and the City of Garland which defines the terms and conditions for Dallas County, Garland Independent School District and the City of Garland to sell tax-foreclosed properties below the judgment amount.

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**Attachments**

ILA Resolution

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY AND GARLAND INDEPENDENT SCHOOL DISTRICT FOR THE SALE OF TAX-FORECLOSED PROPERTIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Interlocal Cooperation Act, Government Code Chapter 791, authorizes any local government to contract with one or more local governments to perform governmental functions and services;

**WHEREAS**, Texas Tax Code Chapter 34 permits the foreclosure of a tax lien and sale of real property;

**WHEREAS**, following the tax-foreclosure sale, certain properties remain unsold and Texas Tax Code § 34.01(j)-(k) allows them to be struck off to the City on its behalf and/or on behalf of one or more of the other taxing entities;

**WHEREAS**, Texas Tax Code § 34.051 specifically authorizes the City to enter into an interlocal agreement with other taxing units to obtain consent to terms and conditions governing the City's resale of certain tax-foreclosed properties for less than the market value specified in the judgment of foreclosure or less than the total amount of judgment against the property for the purpose stated herein;

**WHEREAS**, the City, the County of Dallas, a political subdivision of the State of Texas, on its own behalf and on behalf of the other political subdivisions of Dallas County Hospital District, Dallas County School Equalization Fund, and Dallas College (collectively "Dallas County"), and the Garland Independent School District ("GISD") desire to enter into an interlocal agreement for the purpose of compliance with Texas Tax Code § 34.051;

**WHEREAS**, the principal goal of the agreement, pursuant to subsection (b)(4) of Texas Tax Code § 34.051 is to provide an efficient mechanism for returning deteriorated or unproductive properties to the tax rolls, enhancing the value of ownership to surrounding properties and improving safety and quality of life in deteriorating neighborhoods; and

**WHEREAS,** the City Council finds this interlocal agreement to be consistent with the City's 2020-2024 Consolidated Plan and the 2023 Annual Action plan and is in the public interest;

**NOW, THEREFORE, 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 Interlocal Agreement for Sale of Tax-Foreclosed Properties with Dallas County and GISD, in accordance with the Interlocal Cooperation Act and Texas Tax Code Chapter 34, which is attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 2**

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

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Deputy City Secretary



**GARLAND**  
**CITY COUNCIL STAFF REPORT**

**City Council Regular Session**

**10.**

**Meeting Date:** 09/17/2024  
**Title:** FY 2024-25 Civil Service Classifications and Compensation  
**Submitted By:** Kristen Smith, Managing Director  
**Strategic Focus Area:** Safe Community  
Sound Governance and Finances

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**Issue/Summary**

The attached ordinance reflects the positions and compensation approved in the 2024-25 budget. The ordinance reflecting final decisions regarding the proposed salary schedule, incentive plans and staffing levels will be signed by the Mayor upon final direction from the Council.

**Background**

Pursuant to Chapter 143 of the Local Government Code of Texas, the City Council must establish the civil service classifications in the Police and Fire Departments, the number of positions in each classification, the base salary and the types of incentive pays for each classification.

**Consideration / Recommendation**

Approve an ordinance authorizing all civil service classifications, number of positions, base salary and types of incentive pay for classified positions.

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**Attachments**

Civil Service Classification and Compensation

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF GARLAND, TEXAS, ESTABLISHING CIVIL SERVICE CLASSIFICATIONS WITHIN THE POLICE AND FIRE DEPARTMENTS; PRESCRIBING THE NUMBER OF POSITIONS IN EACH CLASSIFICATION; PRESCRIBING THE BASE SALARY AND TYPES OF PAY FOR THOSE CLASSIFICATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 143 of the Texas Local Government Code, the City Council shall establish certain classifications and shall prescribe the number of positions in each of these classifications by ordinance;

WHEREAS, the City Council has reviewed and approved a budget for the City for the fiscal year beginning October 1, 2024, and ending September 30, 2025; and

WHEREAS, the budget contains a program of planned expenditures for the police and fire departments, including changes to the operations and human resources of those departments.

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

**Section 1**

That the City Council of the City of Garland, Texas, hereby establishes the classifications and number of authorized positions within each classification and the base salary and types of pay for those classifications as specified on "Exhibits A-1 through A-4" attached hereto and made a part hereof as if fully set forth herein.

**Section 2**

That this Ordinance shall take effect on October 1, 2024.

PASSED AND APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CITY OF GARLAND, TEXAS**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

EXHIBIT "A-1"

**CIVIL SERVICE**  
Budgeted Positions

**POLICE**

**Total: 357**

| Classification    |  | Number of Positions<br>Effective 10-01-2024 |
|-------------------|--|---------------------------------------------|
| Police Officer    |  | 303                                         |
| Police Supervisor |  | 40                                          |
| Police Captain    |  | 9                                           |
| Assistant Chief   |  | 4                                           |
| Police Chief      |  | 1                                           |
| <b>Total</b>      |  | <b>357</b>                                  |

**FIRE**

**Total: \*285**

| Classification       |  | Number of Positions<br>Effective 10-01-2024 |
|----------------------|--|---------------------------------------------|
| Firefighter          |  | 148                                         |
| Fire Driver          |  | 72                                          |
| Fire Lieutenant      |  | 14                                          |
| Fire Captain         |  | 37                                          |
| Battalion Chief      |  | 10                                          |
| Assistant Fire Chief |  | 3                                           |
| Fire Chief           |  | 1                                           |
| <b>Total</b>         |  | <b>285</b>                                  |

**EXHIBIT "A-2"**

**Civil Service  
Salary Schedules**

Effective 1/1/2025

| <b>Police</b> |             |                                           |               |               |  |
|---------------|-------------|-------------------------------------------|---------------|---------------|--|
| <b>Years</b>  | <b>Step</b> | <b>Classification/Seniority Pay Level</b> | <b>Hourly</b> | <b>Annual</b> |  |
| Hire          | 1           | Police Officer 1 (Recruit)                | \$39.65       | \$82,482      |  |
| Year 1        | 2           | Police Officer 2                          | \$42.07       | \$87,513      |  |
| Year 2        | 3           | Police Officer 3                          | \$44.06       | \$91,645      |  |
| Year 3        | 4           | Police Officer 4                          | \$46.15       | \$95,988      |  |
| Year 4        | 5           | Police Officer 5                          | \$47.80       | \$99,416      |  |
| Year 5        | 6           | Police Officer 6                          | \$49.46       | \$102,883     |  |
| Year 6        | 7           | Police Officer 7                          | \$50.70       | \$105,447     |  |
| Year 7        | 8           | Police Officer 8                          | \$52.05       | \$108,259     |  |
| Year 8        | 9           | Police Officer 9                          | \$53.24       | \$110,733     |  |
| Year 1        | 1           | Police Supervisor 1                       | \$60.60       | \$126,046     |  |
| Year 2        | 2           | Police Supervisor 2                       | \$65.53       | \$136,303     |  |
| Year 1        | 1           | Police Captain 1                          | \$70.94       | \$147,552     |  |
| Year 2        | 2           | Police Captain 2                          | \$76.44       | \$158,994     |  |
| Year 1        | 1           | Assistant Chief 1                         | \$87.25       | \$181,479     |  |
| Year 2        | 2           | Assistant Chief 2                         | \$92.96       | \$193,356     |  |

| <b>Fire</b>  |             |                                           |               |                |               |
|--------------|-------------|-------------------------------------------|---------------|----------------|---------------|
| <b>Years</b> | <b>Step</b> | <b>Classification/Seniority Pay Level</b> | <b>Staff*</b> | <b>Shift**</b> | <b>Annual</b> |
| Hire         | 1           | Firefighter Recruit 1                     | \$37.30       | \$26.64        | \$77,575      |
| 6 Months     | 2           | Firefighter Recruit 2                     | \$37.84       | \$27.03        | \$78,717      |
| Year 1       | 3           | Firefighter 3                             | \$39.65       | \$28.32        | \$82,478      |
| Year 2       | 4           | Firefighter 4                             | \$41.70       | \$29.79        | \$86,740      |
| Year 3       | 5           | Firefighter 5                             | \$43.36       | \$30.97        | \$90,184      |
| Year 5       | 6           | Firefighter 6                             | \$46.64       | \$33.31        | \$97,008      |
| Year 7       | 7           | Firefighter 7                             | \$47.55       | \$33.97        | \$98,913      |
| Year 8.5     | 8           | Firefighter 8                             | \$48.18       | \$34.41        | \$100,214     |
| Year 1       | 1           | Fire Driver 1                             | \$50.59       | \$36.13        | \$105,224     |
| Year 2       | 2           | Fire Driver 2                             | \$52.34       | \$37.39        | \$108,871     |
| Year 1       | 1           | Fire Lieutenant 1                         | \$54.99       | \$39.28        | \$114,369     |
| Year 2       | 2           | Fire Lieutenant 2                         | \$57.83       | \$41.31        | \$120,291     |
| Year 1       | 1           | Fire Captain 1                            | \$60.72       | \$43.37        | \$126,306     |
| Year 2       | 2           | Fire Captain 2                            | \$64.23       | \$45.88        | \$133,594     |
| Year 1       | 1           | Battalion Chief 1                         | \$68.90       | \$49.22        | \$143,315     |
| Year 2       | 2           | Battalion Chief 2                         | \$73.07       | \$52.19        | \$151,983     |
| Year 1       | 1           | Assistant Fire Chief 1                    | \$85.80       | \$61.28        | \$178,458     |
| Year 2       | 2           | Assistant Fire Chief 2                    | \$90.39       | \$64.57        | \$188,020     |

\* Staff - hourly rate calculated from 2080 hours per year

\*\* Shift - hourly rate calculated from 2912 hours per year

**EXHIBIT "A-3"**

**POLICE DEPARTMENT  
INCENTIVE PAY PLANS**

Effective 1/1/2025

**ELIGIBILITY:**

Must be a full-time, paid, and duly sworn peace officer within the Garland Police Department.

**CERTIFICATION AND EDUCATION INCENTIVE PAY:**

**1. CERTIFICATION INCENTIVE**

- a) Certification level as set forth per TCOLE Rules.
- b) Available to all classifications.
- c) Pay is not cumulative within Police Certification Incentives; eligible for the highest level achieved only.

| Description               | Amount Per Month |
|---------------------------|------------------|
| 1) Advanced Certification | \$75 per month   |
| 2) Master Certification   | \$95 per month   |

**2. EDUCATION INCENTIVE**

- a) Available to all classifications.
- b) Pay is not cumulative within Police Education Incentives; eligible for the highest level achieved only.

| Description                    | Amount Per Month |
|--------------------------------|------------------|
| 1) Bachelor's Degree           | \$125 per month  |
| 2) Master's or Doctoral Degree | \$150 per month  |

**EXHIBIT "A-3" (Continued)**

**ASSIGNMENT PAY:**

**1. FIELD TRAINING OFFICER (FTO) ASSIGNMENT PAY**

- a) Available to Police Officers assigned as a Field Training Officer.
- b) Must be a graduate of the Police Academy for the Garland Police Department.

| Description                                                                                                                                                                                                                                                                                                            | Amount Per Month |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1) Officers designated by the Chief of Police as Field Training Officers (FTO) shall receive FTO Pay in compensation for this job assignment. The number of FTOs shall be determined by the Chief of Police. This job assignment is of a temporary nature and can be removed at the discretion of the Chief of Police. | \$250 per month  |

**2. PATROL ASSIGNMENT PAY**

- a) Available to Police Officers and Police Supervisor classifications assigned to the Patrol Division for the majority of calendar year.
- b) Must be a graduate of the Police Academy for the Garland Police Department.

| Description                                                                                               | Annual Amount    |
|-----------------------------------------------------------------------------------------------------------|------------------|
| 1) Patrol Officers and Patrol Supervisors who spend the majority of the calendar year in that assignment. | \$1,000 per year |

## EXHIBIT "A-3" (Continued)

### SPECIAL PAY:

#### 1. BILINGUAL PAY

- a) Available to all classifications.
- b) Pay is not cumulative within the Bilingual Pay; eligible for the highest level achieved only.

| Description                                                                                           | Amount Per Month |
|-------------------------------------------------------------------------------------------------------|------------------|
| 1) Certification by the State of Texas indicating proficiency in verbal bilingual skills.             | \$100 per month  |
| 2) Certification by the State of Texas indicating proficiency in verbal and written bilingual skills. | \$150 per month  |

#### 2. LATERAL ACADEMY PAY

- a) Must be assigned to the Lateral Academy of the Garland Police Department as a student.
- b) Must be licensed as a Texas Peace Officer or meet the eligibility requirements for TCOLE Reciprocity for Out-of-State Peace Officers, Federal Criminal Investigators, or Military Police.

| Description                                                                                 | Amount Per Month                 |
|---------------------------------------------------------------------------------------------|----------------------------------|
| 1) Be enrolled in and attending the first day of Garland Police Academy Lateral Academy.    | one-time remuneration of \$5,000 |
| 2) Be enrolled in and attending the last day of the Garland Police Academy Lateral Academy. | one-time remuneration of \$5,000 |

**EXHIBIT "A-4"**

**FIRE DEPARTMENT  
INCENTIVE PAY PLANS**

Effective 10/1/2024 unless otherwise noted

**ELIGIBILITY:**

Must be a Certified Texas Commission on Fire Protection (TCFP) Firefighter.

**CERTIFICATION AND EDUCATIONAL INCENTIVE PAY:**

**1. CERTIFICATION INCENTIVE**

- a) Certification levels as set forth per TCFP Rules.
- b) Available to all classifications.
- c) Must have completed the Garland Way Fire Academy.
- d) Pay is not cumulative within TCFP Fire Certification Incentives; eligible for the highest level achieved only.

| Description     | Amount Per Month |
|-----------------|------------------|
| 1) Intermediate | \$45 per month   |
| 2) Advanced     | \$85 per month   |
| 3) Master       | \$125 per month  |

**2. PARAMEDIC CERTIFICATION INCENTIVE**

- a) Per Texas Department of State Health Services and credentialed by the Medical Director.
- b) Available to Operations and Staff Firefighter, Fire Driver, Fire Lieutenant, and Fire Captain classifications only. Personnel assigned to the Fire Marshal's Office in the Inspector or Fire/Arson Investigator sections are not eligible for this pay.

| Description                                                                                                                              | Amount Per Month |
|------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1) <b>Paramedic</b><br>Must be certified by the State and be accepted by the City Medical Control Director and assigned to the position. | \$150 per month  |
| 2) Paramedics who staff an ambulance or work in the capacity of EMS SDO receive.                                                         | \$45 per shift   |

**EXHIBIT "A-4" (Continued)**

**3. EDUCATION INCENTIVE**

- a) Available to all classifications.
- b) Certification levels as set forth per TCFP rules.
- c) Pay is not cumulative within TCFP Fire Education Incentives; eligible for the highest level achieved only.

| Description                                                   | Amount Per Month |
|---------------------------------------------------------------|------------------|
| 1. Bachelor's or Master's Degree + Intermediate Certification | \$50 per month   |
| 2. Bachelor's or Master's Degree + Advanced Certification     | \$100 per month  |
| 3. Bachelor's Degree + Master Certification                   | \$150 per month  |
| 4. Master's Degree + Master Certification                     | \$200 per month  |

**ASSIGNMENT PAY:**

**1. TRAINING DIVISION ASSIGNMENT PAYS**

- a) Instructor levels as set forth per TCFP rules.
- b) Available to Training Division Staff Firefighter, Fire Driver, Fire Lieutenant, and Fire Captain classifications only.
- c) Must be in a non-probationary status and assigned to the Training Division.
- d) Pay is not cumulative within the Fire Instructor Assignment Pay; eligible for the highest level achieved only.

| Description                                                                                                                                                                                                                                                                             | Amount Per Month |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1) <b>Instructor II</b><br>Requires an annual minimum of twenty (20) hours of documented instruction for the GFD, in approved Fire or EMS subjects.<br>Hours of instruction will be totaled from October 1st to September 30th of each fiscal year to qualify for the next fiscal year. | \$25 per month   |
| 2) <b>Instructor III</b><br>Must be assigned full time to Training Division                                                                                                                                                                                                             | \$100 per month  |



**EXHIBIT "A-4" (Continued)**

**2. FIRE MARSHAL'S OFFICE ASSIGNMENT PAYS**

- a) Instructor, inspector, or investigator levels as set forth TCFP rules.
- b) Available to Fire Marshal's Office Staff Firefighter, Fire Driver, Fire Lieutenant, and Fire Captain ranks only.
- c) Assigned personnel may receive both Inspector and Investigator Pay, if assigned to regular duties as an Investigator and Inspector.

| Description                                                                                                                          | Amount Per Month |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>1) Instructor III</b><br>Must be assigned full time to the Public Education Section of the Fire Marshal's Office.                 | \$100 per month  |
| <b>2) Fire Inspector</b><br>Must be certified and assigned to Inspection and Prevention Section of Fire Marshal's Office.            | \$100 per month  |
| <b>3) Fire/Arson Investigator</b><br>Must be certified and assigned to the Arson and Investigation Section of Fire Marshal's Office. | \$100 per month  |

**3. STAFF ASSIGNMENT PAY**

- a) Available to all Firefighter, Fire Driver, Fire Lieutenant, Fire Captain, and Battalion Chief classifications assigned to Staff positions.
- b) Must be in a non-probationary status.

| Description                                                                                                                                                                                                                                   | % Pay                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>1) Staff Assignment Pay</b> shall be for all listed non-exempt classifications assigned to a Staff position performing duties in the Fire Administration, Support Services, Training, or Fire Prevention Divisions of the Fire Department. | 2.7815% of Staff hourly rate |

**EXHIBIT "A-4" (Continued)**

**4. HAZMAT ASSIGNMENT PAY**

- a) Hazmat Technician as set forth per TCFP rules.
- b) Available to Firefighter, Fire Driver, and Fire Captain classifications only.
- c) Must be assigned to the HazMat Station (Station 2).

| Description                                                                                  | Amount Per Month |
|----------------------------------------------------------------------------------------------|------------------|
| 1) <b>HazMat Technician</b><br>Must be assigned full time to the HazMat Station (Station 2). | \$100 per month  |

**5. RESCUE ASSIGNMENT PAY**

- a) Available to Firefighter, Fire Driver, and Fire Captain classifications only.
- b) Must be assigned to the Rescue Station (Station 8).
- c) Must be certified to the Technician level in both Swiftwater Rescue and Rope Rescue.
- d) Certifications must meet NFPA 1006 and 2500 standards.

| Description                                                                                                                                              | Amount Per Month |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1) <b>Rescue Technician</b><br>Must be assigned full time to the Rescue Station (Station 8) and certified as both swiftwater and rope rescue technician. | \$75 per month   |

**EXHIBIT "A-4" (Continued)**

**SPECIAL PAY:**

**1. BILINGUAL PAY**

- a) Available to all classifications.
- b) Pay is not cumulative within the Bilingual Pay; eligible for the highest level achieved only.

| Description                                                                                           | Amount Per Month |
|-------------------------------------------------------------------------------------------------------|------------------|
| 1) Certification by the State of Texas indicating proficiency in verbal bilingual skills.             | \$100 per month  |
| 2) Certification by the State of Texas indicating proficiency in verbal and written bilingual skills. | \$150 per month  |



**GARLAND**  
**CITY COUNCIL STAFF REPORT**

**City Council Regular Session**

**11.**

**Meeting Date:** 09/17/2024

**Title:** Citywide Appointment

**Submitted By:** Jennifer Stubbs, City Secretary

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**Issue/Summary**

Citywide Appointment

- April Smith - Animal Services Committee, Educational Representative

**Background**

N/A

**Consideration / Recommendation**

Approve the appointment.

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**Attachments**

April Smith Application

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## Application for City of Garland Boards and Commissions

|                                                                                |                     |              |                                         |
|--------------------------------------------------------------------------------|---------------------|--------------|-----------------------------------------|
| First Name:                                                                    | April               | Last Name:   | Smith                                   |
| Address:                                                                       | 310 Faircrest Drive | Apt./Suite:  |                                         |
| City:                                                                          | Garland             | State:       | TX                                      |
|                                                                                |                     | Zip Code:    | 75040                                   |
| Phone (preferred):                                                             |                     | Phone (alt): |                                         |
| Dallas County Voter Registration Number (or Date of Birth):                    |                     |              |                                         |
| Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)? |                     |              |                                         |
| No                                                                             |                     |              |                                         |
| Length of Garland residency (in years)?                                        |                     | 10+ years    | Length of Garland residency (in years)? |
|                                                                                |                     | 10+ years    |                                         |

Email address:

Do you use, or have you ever used, any of the following:

☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok

Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):

|                 |                           |                         |  |                         |  |
|-----------------|---------------------------|-------------------------|--|-------------------------|--|
| 1 <sup>st</sup> | Animal Services Committee | 2 <sup>nd</sup> Choice: |  | 3 <sup>rd</sup> Choice: |  |
|-----------------|---------------------------|-------------------------|--|-------------------------|--|

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

Veterinary Professional since November 2003; Licensed Veterinary Technician Texas since 2011; Currently employed with Garland ISD as Veterinary Science Instructor; Several students currently interning at the Garland Animal Shelter

If you have previously served on a City Board or Commission, please specify and list dates of service.

None

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

Garland Gives service project, Labor Day Parade volunteer - Noon Exchange Club; Garland ISD community events (PreK Event, Back to School Events)

What is your educational background?

Bachelors Agriculture, emphasis Animal Science 2003 - Stephen F Austin State University  
Associates Applied Science, Veterinary Technology 2010 - Dallas College @ Cedar Valley  
Masters Science, Agriculture 2022 - Texas A&M Commerce

|              |           |           |   |
|--------------|-----------|-----------|---|
| Referred by: | Art Munoz | District: | 8 |
|--------------|-----------|-----------|---|



## Disclosure Form

### For Ordinance Boards and Commission Applicants

First Name:  Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

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

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature:  Date:



**GARLAND**  
**CITY COUNCIL STAFF REPORT**

**City Council Regular Session**

**12.**

**Meeting Date:** 09/17/2024

**Title:** Citywide Appointment

**Submitted By:** Jennifer Stubbs, City Secretary

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**Issue/Summary**

Citywide Appointment

- David Fuentes- Animal Services Advisory Committee, Shelter Operations Coordinator

**Background**

N/A

**Consideration / Recommendation**

Approve the appointment.

---

**Attachments**

David Fuentes Application

---



## Application for City of Garland Boards and Commissions

|                                                                                |                               |                |                                         |
|--------------------------------------------------------------------------------|-------------------------------|----------------|-----------------------------------------|
| First Name:                                                                    | David                         | Last Name:     | Fuentes                                 |
| Address:                                                                       | 4950 Keller Springs Suite 155 | Apt./Suite:    |                                         |
| City:                                                                          | Addison                       | State:         | TX                                      |
|                                                                                |                               | Zip Code:      | 75001                                   |
| Phone (preferred):                                                             |                               | Phone (alt):   |                                         |
| Dallas County Voter Registration Number (or Date of Birth):                    |                               |                |                                         |
| Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)? |                               |                |                                         |
| No                                                                             |                               |                |                                         |
| Length of Garland residency (in years)?                                        |                               | Not a resident | Length of Garland residency (in years)? |
|                                                                                |                               |                | 10+ years                               |
| Email address:                                                                 |                               |                |                                         |
| Do you use, or have you ever used, any of the following:                       |                               |                |                                         |

☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok

Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):

|                 |                           |                         |  |                         |  |
|-----------------|---------------------------|-------------------------|--|-------------------------|--|
| 1 <sup>st</sup> | Animal Services Committee | 2 <sup>nd</sup> Choice: |  | 3 <sup>rd</sup> Choice: |  |
|-----------------|---------------------------|-------------------------|--|-------------------------|--|

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

|                                                                                                |
|------------------------------------------------------------------------------------------------|
| 10+ years of experience in animal welfare with approximately 6 years of supervisory experience |
| Certified animal control officer                                                               |
| Certified basic peace officer                                                                  |
| Certified humane investigator - Nation Animal Cruelty Investigations Academy                   |
| Certified Equine Investigator - Code 3 Associates                                              |

Approximately 4 years experience teaching animal cruelty investigations to the public and law enforcement.  
If you have previously served on a City Board or Commission, please specify and list dates of service.

|     |
|-----|
| N/A |
|-----|

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

|     |
|-----|
| N/A |
|-----|

What is your educational background?

|                                                               |
|---------------------------------------------------------------|
| Master's Degree Criminal Justice Nova Southeastern University |
| Bachelor's Degree Communications Texas Christian University   |

|              |              |           |     |
|--------------|--------------|-----------|-----|
| Referred by: | Arturo munoz | District: | N/A |
|--------------|--------------|-----------|-----|





## Disclosure Form

### For Ordinance Boards and Commission Applicants

First Name:  Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

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

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

Signature:  Date:



**GARLAND**  
**CITY COUNCIL STAFF REPORT**

**City Council Regular Session**

**13.**

**Meeting Date:** 09/17/2024

**Title:** Citywide Appointment

**Submitted By:** Jennifer Stubbs, City Secretary

---

**Issue/Summary**

Citywide Appointment

- Deana Siegler- Animal Services Advisory Committee, Non-Profit Animal Welfare Official

**Background**

N/A

**Consideration / Recommendation**

Approve the appointment.

---

**Attachments**

Deana Siegler

---



# GARLAND

TEXAS MADE HERE

## Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: [RDowl@GarlandTX.gov](mailto:RDowl@GarlandTX.gov)

**Please Type or Print Clearly:**

Date: 08/24/24

Name: Deana Seigler Phone: 469- [REDACTED] (Home)

Address: 6008 Teresa Lane Phone: \_\_\_\_\_ (Other)

City, State, Zip: Rowlett, TX 75089 Email: [REDACTED]

Resident of Garland for \_\_\_\_\_ years Resident of Texas for 31.5 years

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number \_\_\_\_\_

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.

President of Friends of Rescue Animals, Animal Behavior College Certified Dog Trainer

If you have previously served on a City Board or Commission, please specify and list dates of service.

City of Rowlett Animal Shelter Advisory Board, November 2017 - September 2023

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

Volunteer, Foster and Board Member with multiple animal welfare non-profits

What is your educational background?

BS Computer Engineering, MS Management & Administrative Sciences

What is your occupational experience?

Retired Senior Director Software Engineering with Raytheon (now RTX)

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

*Deana Seigler*

Board or Commission of first, second and third choice:

- |                                                                  |                                        |                                             |
|------------------------------------------------------------------|----------------------------------------|---------------------------------------------|
| <input checked="" type="checkbox"/> 1. Animal Services           | _____ Garland Cultural Arts Commission | _____ Parks and Recreation Board            |
| _____ Board of Adjustment                                        | _____ Garland Youth Council **         | _____ Plan Commission *                     |
| _____ Citizens Environmental and Neighborhood Advisory Committee | _____ Library Board                    | _____ Senior Citizens Advisory Committee    |
| _____ Civil Service Commission                                   | _____ Property Standards Board         | _____ Unified Building Standards Commission |
| _____ Community Multicultural Commission                         |                                        |                                             |

**\*\* Garland Youth Council has a separate application**

### FOR OFFICE USE ONLY

|                              |                    |                |                             |
|------------------------------|--------------------|----------------|-----------------------------|
| Ad Valorem Tax Status        | Current _____      | Past Due _____ | Date Appointed _____        |
| Utility Account Status       | Current _____      | Past Due _____ | Appointed By _____          |
| CSO Suit/Claim Filed         | Yes _____ No _____ |                | Date Notified _____         |
| Clerk Signature & Date _____ |                    |                | Disclosure Form Filed _____ |

Revised 05/2021



**GARLAND**  
**CITY COUNCIL STAFF REPORT**

**City Council Regular Session**

**14.**

**Meeting Date:** 09/17/2024

**Title:** Boards and Commission Appointment

**Submitted By:** Courtney Vanover, Department Coordinator II

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**Issue/Summary**

**Deputy Mayor Pro Tem Lucht**

- Catherine Haedge - Environmental and Community Advisory Board

**Background**

**Consideration / Recommendation**

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**Attachments**

Catherine Haedge

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## Application for City of Garland Boards and Commissions

|                                                                                |                     |                                         |                      |
|--------------------------------------------------------------------------------|---------------------|-----------------------------------------|----------------------|
| First Name:                                                                    | Catherine           | Last Name:                              | Haedge               |
| Address:                                                                       | 822 Arrowhead Drive | Apt./Suite:                             | Garland, Texas 75043 |
| City:                                                                          | Garland             | State:                                  | TX                   |
|                                                                                |                     | Zip Code:                               | 75043                |
| Phone (preferred):                                                             |                     | Phone (alt):                            |                      |
| Dallas County Voter Registration Number (or Date of Birth):                    |                     |                                         |                      |
| Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)? |                     |                                         |                      |
| No                                                                             |                     |                                         |                      |
| Length of Garland residency (in years)?                                        |                     | Length of Garland residency (in years)? |                      |
| 10+ years                                                                      |                     | 10+ years                               |                      |
| Email address:                                                                 |                     |                                         |                      |
| Do you use, or have you ever used, any of the following:                       |                     |                                         |                      |
| Facebook                                                                       |                     |                                         |                      |

☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok

Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):

|                 |                                                            |                         |               |                         |                            |
|-----------------|------------------------------------------------------------|-------------------------|---------------|-------------------------|----------------------------|
| 1 <sup>st</sup> | Citizens Environmental and Neighborhood Advisory Committee | 2 <sup>nd</sup> Choice: | Library Board | 3 <sup>rd</sup> Choice: | Parks and Recreation Board |
|-----------------|------------------------------------------------------------|-------------------------|---------------|-------------------------|----------------------------|

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

I have been the coordinator for New World Crime Watch for two years. We have been active with neighborhood events, both educational and social. I have participated in the Tri City Clean Up and the Duck Creek Clean Up events. I have been a site captain a couple of times.

If you have previously served on a City Board or Commission, please specify and list dates of service.

I have not.

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

New World Crime Watch  
Duck Creek Clean Up  
Tri City Clean Up  
Attended "Home is Where the Heart Is" events

What is your educational background?

Bachelor of Arts in Education

Referred by: Margaret Lucht

District: 5



## Disclosure Form

### For Ordinance Boards and Commission Applicants

First Name:  Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

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

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

Signature:  Date: