



GARLAND

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

City of Garland

REMOTE MEETING

Tuesday, June 2, 2020
7:00 p.m.

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

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

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

https://garlandtx.zoom.us/webinar/register/WN_QPrZP6EPSSqcYuthDNnFNA

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

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

877-853-5247
888-788-0099

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

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

The Meeting ID is: 928 5546 4815

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

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

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



LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

CONSENT AGENDA

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

1. Consider approval of the minutes of the May 12 Special Session and May 19 Regular Meeting.
2. Consider approval of the following bids:
 - a. Engineering Design Services for Callejo Road Paving, Water, Wastewater and Drainage Improvements Bid No. 0922-20

CP&Y, Inc.

\$1,026,471.00

This request is to provide professional design services for paving, water, wastewater and drainage improvements on Callejo Road between Campbell Road (west) and Botello Road.

b. Ambulance Replacement **Bid No. 0916-20**

Mac Haik Dodge Chrysler Jeep **\$806,875.00**

This request is to purchase three replacement ambulances to be used by the Garland Fire Department.

c. Heavy Duty Trucks **Bid No. 0919-20**

Freightliner of Austin **\$822,077.00**

This request is for the purchase of six heavy duty replacement trucks for the EWS and Water Departments.

d. Construction of Garland Pedestrian Path **Bid No. 0634-20**

Tri-Con Services, Inc. **\$866,000.00**

Optional Contingency **87,000.00**

TOTAL: **\$953,000.00**

This request is to provide for the construction of approximately 1.66 miles of 6-foot-wide sidewalk, pedestrian curb ramps, driveways, bus stop pads, road marking and related utility improvements. An Optional Contingency is included for any additional work that may be required.

e. Wastewater Improvements in Nine Alleys **Bid No. 1117-19**

Grantham and Associates, Inc. **\$91,050.00**

This request is to approve Change Order No. 1 for additional engineering design services for water and wastewater line design at four (4) of the locations and the replacement of 1,000 linear feet of water line.

f. Streetscape Design Standards Professional Services **Bid No. 0923-20**

JBI Partners, Inc. **\$110,000.00**

This request is to provide professional services to develop design specifications, standard construction details and typical sections for landscape, hardscape, irrigation, lighting, multiuse paths and various associated accessories.

g. GP&L Nevill Road Switch Station Construction Materials

Bid No. 0845-20

KBS Electrical Distributors, Inc.	\$987,165.05
Optional Contingency	<u>98,716.00</u>
TOTAL:	\$1,085,881.05

This request is for the purchase of construction materials for the Nevill Road Switch Station as part of the approved GP&L Nevill Road Switch CIP project. An Optional Contingency is included for any additional materials that may be required.

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

a. Zoning File Z 20-03 4B2D - DFW Tea Co, LLC (District 6)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Specific Use Provision for a restaurant, drive-through and 2) a Detail Plan for a restaurant, drive-through on a 0.598-acre tract of land zoned Planned Development (PD) District 17-18 for Community Retail (CR) District uses and located at 3428 West Buckingham 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 Savings Clause and a Severability Clause; and providing an effective date.

- 4. Consider by minute action the appointment of a City of Garland representative to the North Texas Municipal Water District Board**

Council is requested to consider appointing a representative to the North Texas Municipal Water District Board for a two-year term beginning June 1, 2020.

- 5. Approve by minute action the TMPA office lease agreement for GP&L crews in Bryan, Texas.**

At the May 18, 2020 Work Session, staff presented a proposal for an office lease agreement for TMPA. With the closure of the TMPA Gibbons Creek generation plant and the pending decommissioning of the generation facilities, office space and covered storage will need to be leased for the GPL crews in Bryan, Texas.

- 6. Consider a resolution authorizing the City Manager to execute an Interlocal Agreement with Dallas County relating to the Dallas County CARES Act Funding; and providing an effective date.**

At the June 1, 2020 Work Session, Council considered the federal CARES Act funding the City is receiving through Dallas County and the options for potential COVID related programs.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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

7. **Consider Directing the City Manager and the City Attorney to Negotiate Definitive Settlement Documents Relating to the North Texas Municipal Water District Rate Appeals Litigation**

Council is requested to authorize and direct the City Manager and the City Attorney to negotiate final, definitive forms of settlement documents relating to the City's participation in the appeal of water rates charged by the North Texas Municipal Water District.

8. **Hold public hearings on:**

- a. **Consider the application of Pulte Group, requesting approval of a Change in Zoning from Planned Development (PD) District 18-05 for Community Retail (CR) Uses to a Planned Development (PD) District for Single-Family-5 (SF-5) Uses. This property is located at 5001 Zion Road. (File No. Z 20-04, District 3) (The applicant requests postponement to the June 16, 2020 Regular City Council meeting.)**

The applicant proposes to build a subdivision consisting of detached single-family homes. The previous development proposed was for a church. This item serves as the applicant's Planned Development (PD) amendment request.

- b. **Consider the application of Pulte Group, requesting approval of a Detail Plan for Single-Family-5 (SF-5) Uses. This property is located at 5001 Zion Road. (File No. Z 20-04, District 3) (The applicant requests postponement to the June 16, 2020 Regular City Council meeting.)**

The applicant proposes to build a subdivision consisting of detached single-family homes. The previous development proposed was for a church. This item serves as the applicant's Detail Plan request.

- c. **Consider a Development Agreement regarding Zoning File No. Z 20-04. (The applicant requests postponement to the June 16, 2020 Regular City Council meeting.)**

Consider a Development Agreement between Pulte Group and the City of Garland. This Development Agreement relates to Zoning Case Z 20-04 for a proposed single-family development at 5001 Zion Road. It is recommended that a development agreement accompany Zoning Case Z 20-04 regarding specific standards to the building elevations and materials of the homes as presented by the applicant.

- d. **Consider the application of Garland Senior Living, Ltd., requesting approval of an Amendment to Planned Development (PD) District 07-33 for Single-Family-7 (SF-7) Uses to add Multi-Family Dwelling Uses [Elder Care – Independent Living Use]. This property is located at 502 Belt Line Road, 301 Tina Drive and 2222 Monarch Drive. (File No. Z 20-07, District 8)**

The applicant proposes to build a Senior Living Apartment community on an unimproved portion of a property that is developed with a church. This item serves as the applicant's Planned Development (PD) amendment request.

- e. **Consider the application of Garland Senior Living, Ltd., requesting approval of an Amended Detail Plan for Elder Care – Independent Living Use. This property is located at 502 Belt Line Road, 301 Tina Drive and 2222 Monarch Drive. (File No. Z 20-07, District 8)**

The applicant proposes to build a Senior Living Apartment community on an unimproved portion of a property that is developed with a church. This item serves as the applicant's Detail Plan request.

9. Citizen comments.

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

10. Adjourn.

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



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

1.

Meeting Date: 06/02/2020

Item Title: Minutes May 12 and May 19

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Consider approval of the minutes of the May 12 Special Session and May 19 Regular Meeting.

Recommendation/Action Requested and Justification

Attachments

Minutes May 12

Minutes May 19



GARLAND

MINUTES

The City Council of the City of Garland convened in special session at 5 p.m. on Tuesday, May 12, pursuant to Section 551.045, by telephone or internet in Garland, Texas, with the following members present:

Present: Mayor Scott LeMay
Mayor Pro Tem Robert John Smith
Deputy Mayor Pro Tem Robert Vera
Council Member David Gibbons
Council Member Deborah Morris
Council Member Jerry A. Nickerson
Council Member Jim Bookhout
Council Member Rich Aubin
Council Member Dylan Hedrick

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

1. CITIZENS COMMENTS: There were no speakers on this item.

Persons who desire to address the City Council on the following item will be allowed three minutes to speak. Speakers must limit comments to the posted item. Citizen comments will not be accepted after the City Council begins discussion of the item.

2. COVID-19 RESPONSE UPDATE AND FURTHER ACTIONS

The City continues to respond to the COVID-19 emergency consistent with Council direction and good health practices. The situation remains quite fluid, not only as to containing the spread of the COVID-19 virus, but as to how the City may best direct its efforts to mitigate the effects on City operations and the public.

The City Council will be briefed on what measures have been put into place by the Governor and other local governments in response to the emergency, what effect the emergency is having on the City and its citizens, and what response measures, if any, should be added, modified or discontinued.

a. Overview Bryan Bradford, City Manager

City Manager Bradford provided an overview of the departments giving staff reports for Council consideration. He stated the information on grant funds will be addressed at the Work Session on May 18.

He explained expenditures are not a primary issue, but lost revenue will be a financial challenge. He is beginning to see activity at Windsurf Bay, which will be discussed later in the meeting. The main objective for this meeting is to address Streets and Field operations.

He provided a planning calendar that will be updated weekly. It outlines the management team's thinking from a planning perspective. There are placemarkers for items to be brought back to the Work Session(s) for direction. This calendar represents management's vision to roll out a reopening plan.

At the May 18 Work Session there will be a discussion on grants, utility payment deferrals and municipal court.

Mayor LeMay stated there will be a discussion on May 18 on Performing Arts operations and stated he has working knowledge of Garland Summer Musical's contingency plan.

b. Health Department - Jason Chessher, Director

As of 2 p.m. Garland had 516 confirmed cases, Dallas County had 6,359. Garland had 212 cases per 100k and Dallas County had 241 per 100k. City of Garland has 308 recoveries as defined by CDC guidelines, and 14 deaths from COVID-19. Mr. Chessher informed the Council of May 12 reporting changes for numbers posted online: active, recovered and deaths. Percentages below are related to total cases:

- 308 Recovered cases 60%
- 194 Active cases not recovered 38%
- 14 Deaths 3%
- 516 Cases are .2 of 1% of the overall Garland population

Mr. Chessher provided updated case tracking from the Department of State Health and Human Services:

- Probable COVID-19 cases will be tracked separately from confirmed cases
- Quarantine for confirmed or probable cases will be extended from 7 to 10 days from onset, improvement in respiratory function and 72 hours without fever.

Mayor LeMay presented questions to Mr. Chessher from Chantal Barbosa (attendee) regarding long term care facility cases and the Governor's plan for testing. Mr. Chessher confirmed there have been three cases for residents in long term care facilities; he and Ms. Gardner have met with the fire chiefs in Garland, Rowlett and Sachse to discuss a plan for testing.

Council Member Gibbons asked how the confirmed numbers are used, if the additional 19 confirmed cases are a result of 38 persons tested or a larger denominator? Mr. Chessher could not answer the question definitively. Council Member Gibbons asked for data on individuals testing positive for antibodies? Mr. Chessher said the answer is similar to positive reports, there is no reporting for negative cases; individuals with antibodies are traced as a probable case. Council Member Gibbons said there is no way for local leaders to make informed decisions with the facts that have been provided.

Council Member Morris provided her calculation of the most recent Dallas County dashboard

information of 9.4% positives at area hospitals for week 18 (May 2); her calculations working backward means there have been 66k tests, she stated this number could be incorrect. She asked, what would be a useful number as a sample of the City? Mr. Chessher stated that PCR testing only detects active infections, infected recovered cases will not show. He stated antibody results will be more useful to determine how widespread the disease is, admitting that sample studies are lengthy and not useful for immediate decision making. Council Member Morris mentioned that Parkland is requesting recovered persons donate plasma and Garland citizens want ways to be tested, where can they go to be tested? Mr. Chessher explained, that from a public health standpoint, antibody testing has limited usefulness. PCR is the preferred method to isolate active infections. Council Member Morris asked if the antibody test is a finger prick? Mr. Chessher confirmed it requires a finger prick.

Council Member Aubin asked Mr. Neighbor if the City can require private medical providers to report number of tests administered. City Attorney Neighbor stated the City can collect statistical information, but not identifiable information and because of time required to strip personal information, it may not be useful. Council Member Aubin commented on acquiring the raw numbers, testing, monitoring and provided some examples of testing that is needed. Mr. Chessher was asked if he is aware of the process used in Germany? Mr. Chessher did not have reports on the methodology.

c. Emergency Management - Mistie Gardner, Director

Emergency Manager Gardner presented the numbers for American Airlines Center and Ellis Davis of 1000 tests per day, which includes two mobile sites. Garland will have the following test sites: Parkland Outpatient Clinic, Urgent Care for Kids, MD Family, MD Medical and Exceptional Urgent Care. A Walmart site is coming onboard, which will be a drive-thru by appointment only, requiring orders through their online system or a phone interview. There will be no copay with insurance and it's free to cash patients. It will operate Monday, Wednesday and Friday from 7-9 p.m.

Ms. Gardner will provide the cost per test site to Deputy City Manager Bates for distribution.

Mayor LeMay asked if the two federal testing sites will be removed and why? Ms. Gardner explained there is a 30-day review by FEMA with the last review extending the sites to May 30; she anticipates, with the growth we have, the sites for AAC and Ellis Davis will continue. Dallas and Dallas County are working to continue if the sites are not approved through FEMA; CARES funding could allow testing to continue. He asked if she could provide additional information on nursing facility testing? She explained the directive from Governor Abbott, with guidance from Vice President Pence, that all staff and residents will be tested; this was discussed with the tri-city (Garland, Rowlett and Sachse) fire chiefs to determine the process.

Deputy Mayor Pro Tem Vera asked if the funding for the nursing home testing is federal or state? Ms. Gardner explained it is paid out of the CARES Funding from the County or the State may support it. He also asked if AAC and Ellis Davis are federally funded? She confirmed they were.

Council Member Morris asked if the location of the fifth site is at the Walmart in Rowlett?. Ms. Gardner stated it would be the super center on N. Garland Avenue. She will send details to Deputy City Manager Bates for distribution. Council Member Morris asked if the City is going door to door providing COVID testing? Ms. Gardner stated that the City is not.

Mayor Pro Tem Smith asked if long term care facility residents can decline testing? Ms. Gardner explained they could refuse testing, but would be required to leave the facility. If staff refuses, they will be asked to leave the premises. She stated the City is not responsible for these actions; a state regulatory agency will handle this process.

Council Member Bookhout asked Chief Bryan if he is aware of fraudulent door to door activity? Chief Bryan was not aware of in-person scams, just some phone activity. Council Member Bookhout asked if the Health Department calls recovering individuals? Mr. Chessher confirmed it does.

d. Memorial Day Weekend, Windsurf Bay Park - Chief Jeff Bryan, Police and Andy Hesser, Managing Director, PRCAD

Chief Bryan presented the staff report on Windsurf Bay (556 Locust Grove). The park has been monitored in the past few weeks, with 1000 - 1500 people using the park on weekends. He anticipates there will be the maximum 2500 capacity on Memorial Day weekend. There are plans to have COVID messaging on digital / static signs encouraging social distancing and washing stations will be provided. Staff will be equipped with personal protective equipment supply kits, along with an officer in the skywatch tower. Neighborhood Police Officers (NPOs) will work in shifts and the Park staff will provide additional trash cans and porta potties. Officers will have limited engagement with the crowd.

Mr. Hesser said his staff will not make contact with the crowd, but will clean the park and have contactless disinfecting of porta potties.

Council Member Nickerson asked if the skywatch has capability to have a public announcement system? Chief Bryan confirmed there is a portable system that can be deployed and police cars also have a system. Chief Bryan anticipates the plan will work well, the challenge will be turning away additional crowds; the tower person will be the spotter for staff on the ground.

Council Morris asked if there is a possibility to temporarily lower capacity of the park for spacing (2000 or 1250)? Chief Bryan stated he is bringing this forward discuss capacity.

Council Member Aubin stated his position is to close the park entirely on Memorial Day Weekend or reduce capacity to 20% or 500 people.

Council Member Bookhout asked Mr. Chessher if 2500 is a reasonable number or should it be reduced to a lower number of 1250 or 500? Mr. Chessher said without having been to the location he could not personally give a firm answer to this question, but stated it may be too many to socially distance. Council Member Bookhout mentioned that the virus does not live more than approximately two seconds in the sun and it might be feasible to close the park at sundown. Mr. Chessher couldn't answer this question because of limited information on this. Council Member Bookhout again asked what number would Mr. Chessher suggest? Mr. Chessher could not provide a definite number, but encouraged social distancing.

Deputy City Manager Bates explained staff has reviewed social distancing parameters on maps and estimated a good number to be 500 - 700. If all people were down near the water, that number would be approximately 200, which would allow people to spread out properly.

Mayor LeMay asked Council Member Nickerson for input to vote on reducing park capacity. Council Member Nickerson is not opposed to reducing the number(s), but stated closing Windsurf Bay may send the crowds to John Paul Jones or another location (Rowlett Road). He thought 500 - 700 to be a good range.

City Attorney Neighbor informed the Council that a limitation on crowd size at Windsurf Bay will require an ordinance for consideration on the May 19 agenda.

Council Bookhout agreed with the reduction in capacity to 1000, based on current numbers,

and asked Chief Bryan if that will work? Chief Bryan said he will work with the number that is decided.

Council Member Nickerson stated he is concerned with the timing issue and the ability to get the word out on reducing crowd size. He asked if there is still a website for Windsurf Bay? Deputy City Manager Bates assured him the City can use all media to inform the public, as well as electronic signs.

Council Member Gibbons asked if the City Manager was previously given authority to close or limit capacity of parks? He recalls an action allowing the City Manager to make the decision. Mayor LeMay confirmed this action was taken.

Mayor LeMay said there's been no opposition to lowering the number and initially planned to defer to Mr. Nickerson; he agrees with the City Manager making the decision. Council Member Nickerson agrees with Council Member Gibbons that the Council should not do staff's job, but he believes citizens look to leadership for suggestions, he wants to keep the capacity to 1000.

Council Member Aubin respects the idea of allowing staff to make a decision, but believes this to be a Council responsibility and wants the limit to be 500 - 750.

Mayor LeMay asked if there was opposition to having the City Attorney draft an amended ordinance for approval on the May 19 agenda, limiting the capacity to 1000 for Memorial Day? There was no opposition to this request.

Mayor LeMay recessed the meeting at 6:20 a.m.
Mayor LeMay reconvened the meeting at 6:30 p.m.

e. Street & Field Operations - John Baker, Assistant City Manager and Steve Oliver, Director Streets Department

Assistant City Manager Baker presented a report on COVID-19 Construction Policies, delayed construction contracts, internal street and water projects and the status on City personnel.

Mr. Oliver described the current process for instructing his crews. On a daily basis the following is done:

- temperature checks (25 to 50 employees are currently following this practice)
- no large gatherings
- social distancing as possible
- PPE provided and individual one-gallon water containers to take home
- sanitizers on the trailers

Mr. Oliver explained that delayed projects will push other projects out. He would like to meet the overlay goals. Contractors for Goliad and Forest Lane have been delayed; the alley contract is also delayed. Contractors are aware of the rules and are asked to have a safety monitor. Our safety monitor will enforce rules where possible, with contractors. Projections indicate the Pavement Condition Index (PCI) will be one point lower because of delays. He said no one on the partial crews have been symptomatic or sick so far.

Council Member Bookhout asked if workers will share a locker room? Mr. Oliver said there is no formal locker room, crews are instructed not to linger in the break area. Council Member Bookhout stated he did not think the Council should be involved in back to work issues and asked for Mr. Bradford's recommendation. City Manager Bradford said mitigation efforts are sufficient to protect employees and get the work done; he desires to have staff return on May 18. Assistant City Manager Baker was in agreement with City Manager Bradford and has

confidence in the procedures Mr. Oliver has in place.

Council Member Morris presented statistics from Dallas County on employed critical infrastructure workers requiring hospitalizations (80%), she stated this number, when broken down properly, is not reflective of the actual 24% that were hospitalized. She presented a video of Governor Andrew Cuomo, which she believes represents a similar pattern as our numbers. She presented last weeks' three-day sampling that tracks with Dallas County. She favors having Streets back to work and supports Mr. Oliver's policies and procedures; she will accept staff's recommendation on this.

Council Member Nickerson reminded the Council of his previous "yes" vote and his experience as an essential worker. He will vote for Water, Wastewater and Environmental Waste to return to work.

Mayor Pro Tem Smith asked if the Council is going to lag two weeks behind the Governor's timeline, which will be May 18. He said a case is being made for a decision that was already made. He said the departments opening and closing is a Council responsibility.

Council Member Hedrick maintains his position to return crews to work. He agrees with Council Member Gibbons that existing data is not helpful to make decisions. He sees the risks as minimal outdoors because of the environment.

Deputy Mayor Pro Tem Vera agreed with Mr. Nickerson's comments and shared his experience when visiting a construction site. He is in favor of opening up.

Council Member Aubin concurs that this is within Council's purview to set policy to move forward. He opined on the insufficient data and the potential for negative outcomes.

Mayor LeMay shared his observations on street repairs over the last week and a half while commuting to work. He mentioned the substantial number of sources and conflicting reports available that do not assist in making decisions. He agrees the decision to open departments is up to the Council. He is willing to resume operations on May 18, with the right precautions. A vote was cast to reopen the departments; the vote was approved, with **8 ayes and 1 nay (Council Aubin)**.

Mayor LeMay asked Mr. Oliver to communicate guidelines and move forward. Mr. Oliver assured the Mayor this is his intention.

Mayor LeMay expressed his appreciation for the Council's input and ability to work through the processes.

f. City Operations (Current Status and Options for the Future) - Mitch Bates, Deputy City Manager

Deputy City Manager Bates presented a recap for departments working onsite and non-essential staff working remotely. He reviewed some of the Governor's Order. He explained the staff timeline and provided the following to consider at the May 18 Work Session:

- Other Bond / CIP Projects for Parks, Streets and Outdoor Operations
- Internal non-customer facing operations
- External public facing operations

The timeline for internal operations to resume is June 1 and June 8 for external operations; employees have and will practice guidelines for social distancing. Management will continue to

work with employees with special circumstances.

Mayor LeMay asked if the schedule is based on moving to Phase 2 of the Governor's Order? Deputy City Manager Bates stated it will correspond with private operations opening. Mayor LeMay asked if the City's dates will be adjusted if Governor Abbott adjusts his dates. Mr. Bates confirmed that it can be done. Mr. Bates explained that most of Phase 2 is already in place, except moving to 50% occupancy for retail, restaurant and movie theaters. Mr. Bates walked through the timeline for current and anticipated openings. He mentioned the need for a decision making point regarding a July 4 celebration.

Council Member Aubin expressed his concern that the City is reopening too fast.

Council Member Hedrick stated he appreciates the chart and expressed the need to open up in what may be the new normal. He stated small classes or recreation center events can be decided later and it is likely there will be no celebration on July 4.

Mayor LeMay expressed his appreciation for Council's consternation and concern. He discussed anticipation of Governor Abbott's next announcements.

- g. Adjourn:** There being no further business to come before the City Council, Mayor LeMay adjourned the meeting at 7:43 p.m.

Submitted By:

Scott LeMay, Mayor

Eloyce René Dowl, City Secretary



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7 p.m. on Tuesday, May 19, pursuant to Section 551.045, by telephone or internet in Garland, Texas, with the following members present:

Present: Mayor Scott LeMay
Mayor Pro Tem Robert John Smith
Deputy Mayor Pro Tem Robert Vera
Council Member David Gibbons
Council Member Deborah Morris
Council Member Jerry A. Nickerson
Council Member Jim Bookhout
Council Member Rich Aubin
Council Member Dylan Hedrick

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

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

CONSENT AGENDA

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Motion was made by Council Member Deborah Morris, and seconded by Council Member David Gibbons to approve the Consent Agenda as presented. Motion carried:

Vote: 9 - 0

1. **APPROVED** Consider approval of the minutes of the April 18 Special Session and May 5 Regular Meeting.
2. **Consider approval of the following bids:**
 - a. **APPROVED** **GP&L Valve Maintenance and Repair Services** **Bid No. 0747-20**

Total Valve Systems	\$200,000.00
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This request is to provide as-needed maintenance, certification, and emergency repairs to all GP&L Olinger and Spencer Plant valves including boiler safety valves. This approval is for a Term Agreement with four optional renewals.
3. **A public hearing was previously conducted for the following zoning case. Council approved the request and instructed staff to bring forth the following ordinance for consideration.**
 - a. **APPROVED** **Zoning File Z 20-06 Westwood Professional Services (District 5)**

Ordinance No. 7143 amending the Garland Development Code of the City of Garland, Texas, by approving 1) an amendment to Planned Development (PD) District 13-40 for Community Retail (CR) Uses and 2) a Detail Plan for an Office/Retail Building on 1.258-acre tract of land located at 1122 West Centerville Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; a Savings Clause, and a Severability Clause; and providing an effective date.

4. **APPROVED Resolution No. 10437 authorizing the submission and acceptance of an application to the Bureau of Justice Assistance for grant under the FY 2020 Coronavirus Emergency Supplemental Grant Funding Program; and providing an effective date.**

At the May 18, 2020 Work Session, Council considered a request from the Police Department to apply for funding under the Justice Assistance Grant program for the purpose of Coronavirus Emergency Supplemental Funding. The funding will be used to purchase equipment and supplies that will be utilized to prevent, prepare for and respond to the coronavirus. Funds will be shared between the Fire Department, Health Department, Office of Emergency Management and the Police Department.

5. **APPROVED Resolution No. 10438 to amend the Distribution Cost Recovery Factor to increase distribution rates within the City should be denied; authorizing participation with Oncor Cities Steering Committee; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the company; find that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel; providing a repealing clause; and providing an effective date.**

At the May 18, 2020 Work Session, Council was asked to consider approving a resolution denying the DCRF amendment proposed by Oncor.

6. **APPROVED Ordinance No. 7144 authorizing the issuance of "City of Garland, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2020," providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's Water and Sewer System; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.**

At the March 2, 2020 Work Session, Council considered authorizing the sale of Certificates of Obligation in the approximate amount of \$20 million to fund a portion of the approved 2020 CIP.

7. **APPROVED Ordinance No. 7145 authorizing the issuance of "City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2020", pledging the net revenues of the City's electric utility system to the payment of the principal of and interest on said bonds; specifying the terms and conditions of such bonds; resolving other matters incident and related to the issuance, payment, security, sale and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement; and the approval and distribution of a Preliminary Official Statement and an Official Statement; and providing an effective date.**

At the March 2, 2020 Work Session, Council considered authorizing the refunding of approximately \$40 million of Electric Utility System Commercial Paper Notes, Series 2018 with Electric System Revenue Refunding Bonds, Series 2020. The purpose of this transaction is to refund a portion of variable rate commercial paper notes with fixed rate long-term debt.

8. **APPROVED Ordinance No. 7146 temporarily amending Sec. 25.15(D) of Chapter 25, "Parks and Recreation" to provide a temporary limit on the number of persons allowed to be present in Windsurf Bay Park; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Savings Clause and a Severability Clause; and providing an effective date and a Reverter Clause.**

At the May 18, 2020 Work Session, Council considered adopting an ordinance to temporarily amend Section 25.15(D) of Chapter 25, "Parks and Recreation" to provide a temporary limit on the number of persons allowed to be present at Windsurf Bay Park on three major holiday weekends.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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

9. **PUBLIC HEARING HELD: Hold a Public Hearing to Receive Comment on the 2020-2021 CDBG, HOME and ESG Federal Grant Allocation**

A public hearing will be held to solicit comments from any interested parties relating to 2020-2021 CDBG, HOME and ESG grants.

Mayor LeMay opened the public hearing and called for speakers. There were no speakers on this item.

10. **Hold public hearings on:**

- a. **DENIED Consider the application of John Paul Khoury, requesting approval of a Specific Use Provision for Automobile Sales, New or Used on a property zoned Light Commercial (LC) District. This property is located at 1414 Forest Lane. (File No. Z 20-01, District 2)**

The applicant proposes used car sales.

The staff report was presented by Kimberly Hopkins, Development Planner. Speaker on this item was John Paul Khoury, applicant. There was discussion by the Council.

Motion was made by Council Member Deborah Morris, and seconded by Mayor Pro Tem Robert John Smith to deny the application. Motion to deny carried:

Vote: 9 - 0

- b. APPROVED** Consider the application of 4B2D – DFW Tea Co., LLC, requesting approval of 1) a Specific Use Provision and 2) a Detail Plan for a Restaurant, Drive-Through on a property zoned Planned Development (PD) District 17-18 for Community Retail (CR) Uses. Approval of this item may include amendments to Planned Development (PD) District 17-18. This property is located at 3428 West Buckingham Road. (File No. Z 20-03, District 6)

The applicant proposes the operation of an approximate 2,500 square-foot “HTeaO” (Tea) Restaurant, Drive-Through.

The staff report was presented by Kimberly Hopkins, Development Planner. Speakers on this item were: Beau Durham and Brad Williamson, applicants. There was discussion by the Council.

Motion was made by Deputy Mayor Pro Tem Robert Vera, and seconded by Council Member Rich Aubin to approve as recommended by staff and Plan Commission. Motion carried:

Vote: 9 - 0

- c. DENIED** Consider the application of Allstate Carriers LLC, requesting approval of 1) a Specific Use Provision for Truck and Bus Repair, 2) a Specific Use Provision for Truck Sales/Leasing/Rental, and 3) a Specific Use Provision for Truck/Bus Storage. This property is located at 4030 and 4040 Forest Lane. (File No. Z 20-08, District 6) (This item was postponed from the May 5, 2020 Regular City Council meeting.)

The applicant proposes a five (5) year operation of a warehouse/storage distribution use with truck and bus repair, truck sales/leasing/rental, and truck bus storage on a property developed for industrial uses.

The staff report was presented by Kira Wauwie, Principal Planner and Will Guerin, Director of Planning. Speakers on this item were: Darin Norman, architect and Correy Price, applicant. There was discussion by the Council.

Motion was made by Deputy Mayor Pro Tem Robert Vera, and seconded by Council Member Jim Bookhout to deny the request based on staff and Plan Commission recommendation. Motion to deny carried:

Vote: 9 - 0

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

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

12.

Adjourn: There being no further business to come before the City Council, Mayor LeMay adjourned the meeting at 8:49 p.m.

Submitted By:

Scott LeMay, Mayor

Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. a.

Meeting Date: 06/02/2020

Item Title: Engineering Design Services for Callejo Road Paving, Water, Wastewater and Drainage Improvements

Submitted By: Michael Polocek, Engineering Director

Bid Number: 0922-20

Purchase Justification:

This request is to provide professional design services for paving, water, wastewater and drainage improvements on Callejo Road between Campbell Road (west) and Botello Road. The project will consist of the reconstruction of approximately 0.8 miles of the existing 2-lane asphalt pavement to the City of Garland's Type "G" roadway with 27-foot-wide concrete section. This project also includes a one-lane roundabout at the intersection of Callejo Road and Collins Boulevard, approximately 4,200 LF of 8-inch water, 2,650 LF of 10-inch wastewater, 1,900 LF of 8-inch wastewater, 4,500 LF of storm sewer, 200 SY of driveway, and 12-foot-wide trail.

Evaluation:

CP&Y, Inc., was selected as the Most Qualified firm for this project from RFQ 0212-19.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	CP&Y, Inc.	All	\$1,026,471.00
		TOTAL:	\$1,026,471.00

Basis for Award: Most Qualified

Purchase Requisition #: 43450

Fiscal Impact

Total Project/Account: \$838,161

Expended/Encumbered to Date: 0

Balance: \$838,161
This Item: 1,026,471
Proposed Balance: \$(188,310)*
Account #: 624-1409-1426404; 230-4149-3215700; 220-4049-3019200
Fund/Dept/Project – Description and Comments:

Street/Transportation CIP / Callejo Road - Botello to Campbell	=	\$ 688,310
Wastewater Collection CIP / Relocation of Mains Prior to Paving	=	268,835
Water CIP / Relocation of Mains Prior to Paving	=	<u>69,326</u>
TOTAL	=	\$1,026,471

* Design will continue into 2021 and additional funding is included in 2021 for the Callejo Road - Botello to Campbell project.

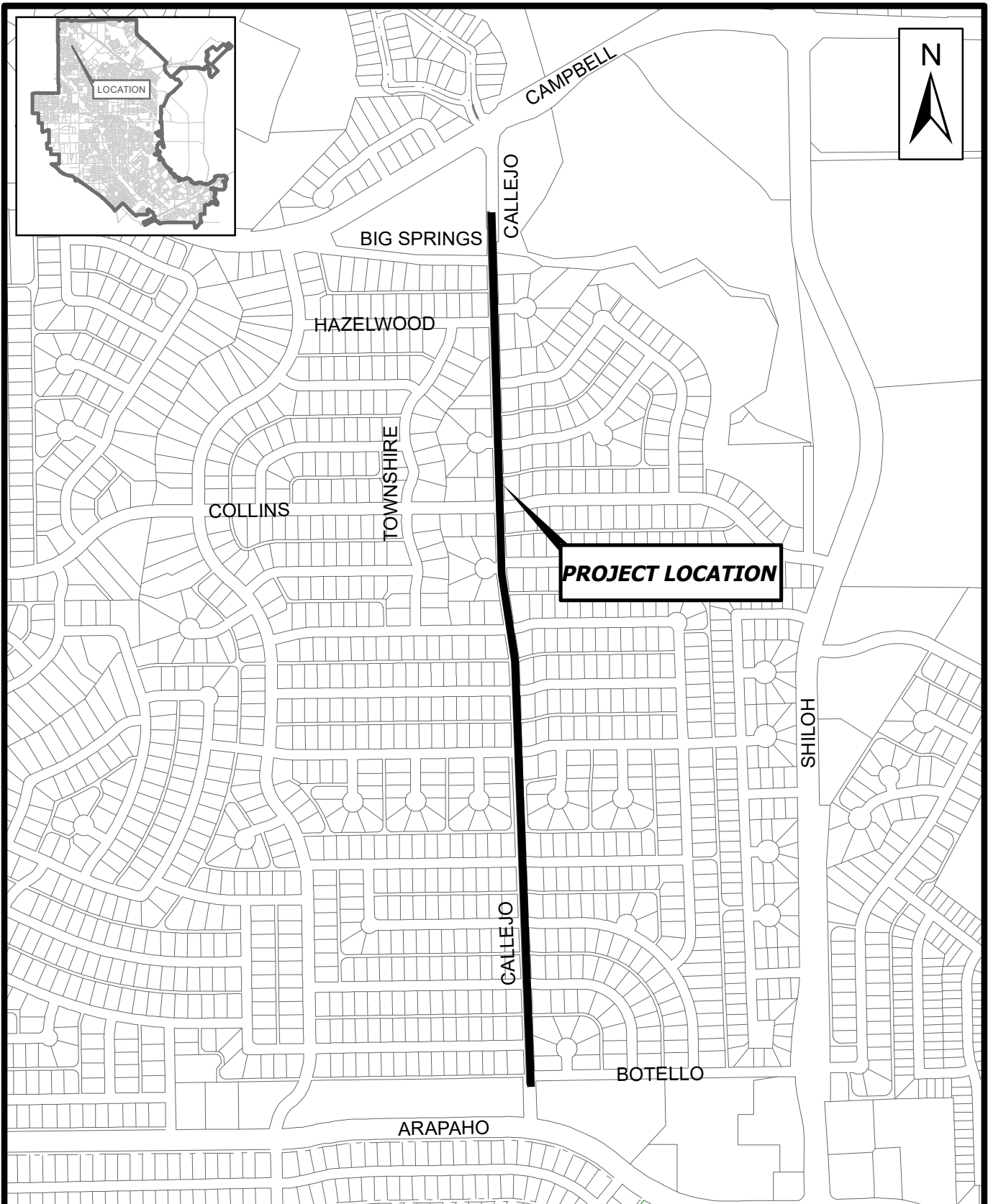
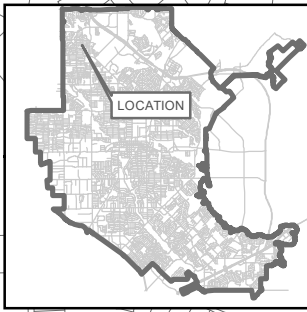
Attachments

Bid Recap
Callejo Location Map

Fiscal Reference:

Budget Type: CIP
Fiscal Year: 2020
Document Location: CIP - Pages 79, 239, and 211

Budget Director Approval:	Ron Young	Approval Date: 05/21/2020
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 05/20/2020





**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. b.

Meeting Date: 06/02/2020

Item Title: Ambulance Replacement

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0916-20

Purchase Justification:

This request is to purchase three (3) replacement ambulances to be used by the Garland Fire Department.

Evaluation:

The ambulances are available from Mac Haik Dodge Chrysler Jeep through the Houston Galveston Area Council (HGAC) Cooperative Purchasing Contract AM10-18.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Mac Haik Dodge Chrysler Jeep	All	\$806,875.00
TOTAL:		\$806,875.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 43542

Fiscal Impact

Total Project/Account: \$1,238,000
Expended/Encumbered to Date: 0
Balance: \$1,238,000
This Item: 806,875
Proposed Balance: \$431,125
Account #: 691-1399-1210720-9009
Fund/Dept/Project – Description and Comments:

Public Safety CIP / Ambulance Replacement Program

Replacement of Three Ambulances, Units #130-0805, #130-0806, and #130-0807

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2020

Document Location: CIP - Page 145

Budget Director Approval: Ron Young

Approval Date: 05/21/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/20/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. c.

Meeting Date: 06/02/2020

Item Title: Heavy Duty Trucks

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0919-20

Purchase Justification:

This request is for the purchase of six (6) heavy duty replacement trucks for the EWS and Water Departments.

Evaluation:

The trucks are available from Freightliner of Austin through the TIPS Cooperative Purchasing Contract 200206.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Freightliner of Austin	All	\$822,077.00
TOTAL:		\$822,077.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 43544

Fiscal Impact

Total Project/Account: \$2,069,292
Expended/Encumbered to Date: 1,152,596
Balance: \$916,696
This Item: 822,077
Proposed Balance: \$94,619
Account #: 246-4319-2107800-9007, 444-4033-9009, 444-4123-9009,
444-4125-9009

Fund/Dept/Project – Description and Comments:

Miscellaneous Revenue Supported CIP / EWS / Replacement of Knuckle Boom Trucks
Replaces Two 2015 Trucks - #430-1446 and #430-1447 = \$385,552

Equipment Replacement Fund / Water Utility

Replaces #400-179 - 6-YD Dump Truck = \$ 96,592

Replaces #400-177 - 12-YD Dump Truck = 113,311

Equipment Replacement Fund / Wastewater Utility

Replaces #410-119 / 12-YD Dump Truck = \$113,311

Replaces #410-178 / 12-YD Dump Truck = 113,311

TOTAL \$822,077

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget
CIP

Fiscal Year: 2019-20

Document Location: Oper. Budget - Page 269 and CIP - Page 188

Budget Director Approval: Ron Young Approval Date: 05/21/2020

Purchasing Director Approval: Gary L. Holcomb Approval Date: 05/20/2020



GARLAND PURCHASING REPORT

City Council Regular Session Agenda

2. d.

Meeting Date: 06/02/2020

Item Title: Construction of Garland Pedestrian Path

Submitted By: Michael Polocek, Engineering Director

Bid Number: 0634-20

Purchase Justification:

This request is to provide for the construction of approximately 1.66 miles of 6-foot-wide sidewalk, pedestrian curb ramps, driveways, bus stop pads, road marking and related utility improvements. The project begins at the Forest Lane and S. Barnes Drive intersection and ends at the existing medical facility located at Clara Barton Boulevard and Marie Curie Boulevard. The project also includes associated drainage and wastewater adjustment and all incidentals. An Optional Contingency is included for any additional work that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Fourteen (14) bids were received and evaluated. The apparent low bidder, XIT Paving and Construction, substituted the requested bid documents with an incomplete price sheet. XIT Paving and Construction's bid is therefore deemed nonresponsive. Tri-Con Services, Inc., submitted the Lowest Responsible Bid along with all requested bid documents.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Tri-Con Services, Inc.	All	\$866,000.00
Optional Contingency		87,000.00
	TOTAL:	\$953,000.00

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 43550

Fiscal Impact

Total Project/Account: \$4,496,347

Expended/Encumbered to Date: 3,245,370

Balance: \$1,250,977

This Item: 953,000

Proposed Balance: \$297,977

Account #: 691-1409-1417600-9015; 624-1409-1417604-9015;
651-1409-1417619-9015

Fund/Dept/Project – Description and Comments:

Street/Transportation CIP / New Sidewalks Program

Attachments

Bid Recap 1 of 3

Bid Recap 2 of 3

Bid Recap 3 of 3

Location Map

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2020

Document Location: CIP - Page 96

Budget Director Approval: Ron Young

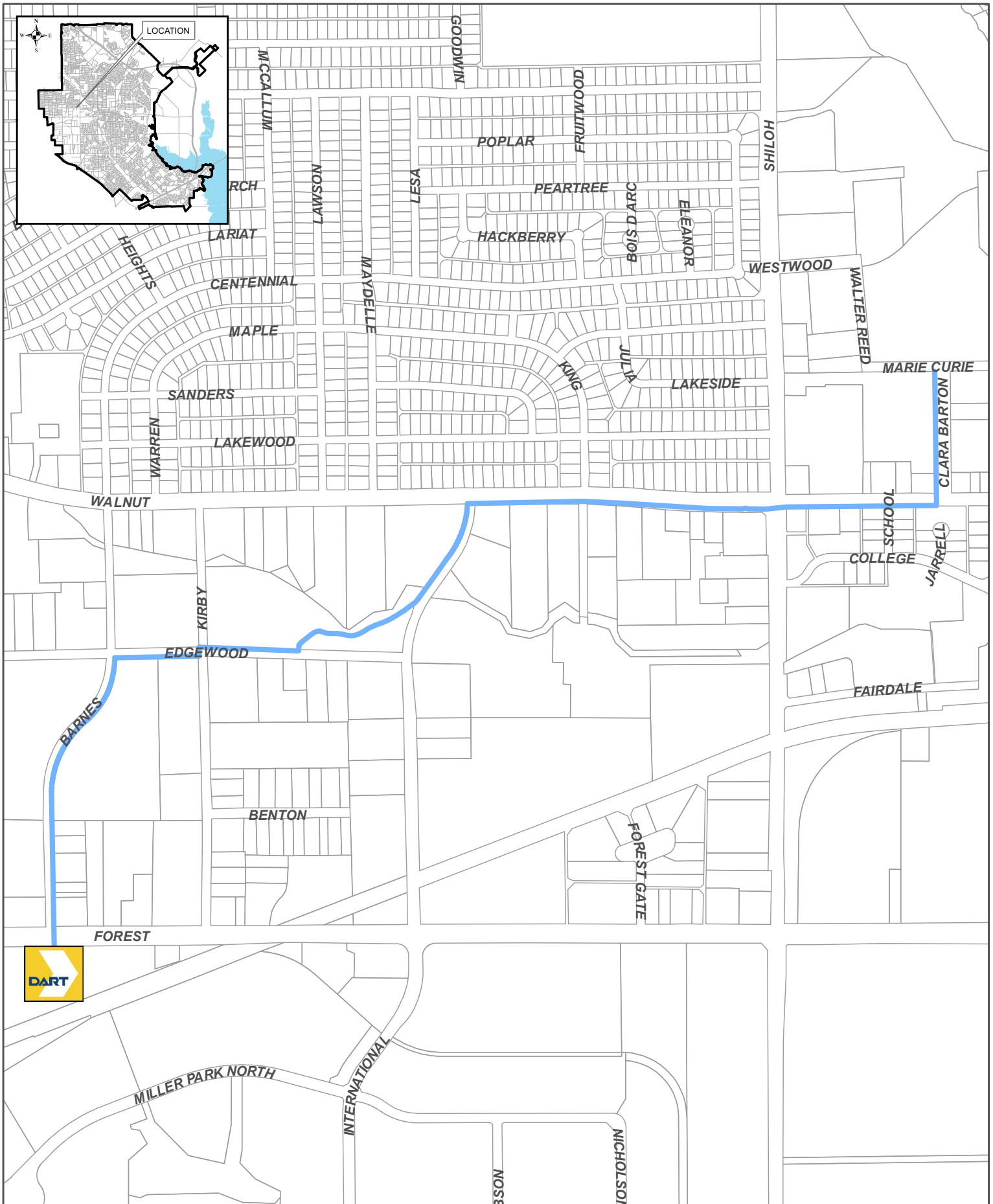
Approval Date: 05/22/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/21/2020

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**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. e.

Meeting Date: 06/02/2020

Item Title: Wastewater Improvements in Nine Alleys

Submitted By: Michael Polocek, Engineering Director

Bid Number: 1117-19

Purchase Justification:

This request is to approve Change Order No. 1 for additional engineering design services for water and wastewater line design at four (4) of the locations and the replacement of 1,000 linear feet of water line.

Evaluation:

Grantham and Associates, Inc., was awarded the original PO 28955 in the amount of \$186,800 at the July 7, 2019, City Council Meeting.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Grantham and Associates, Inc.	All	\$91,050.00
TOTAL:		\$91,050.00

Basis for Award: Change Order

Purchase Requisition #: 43565

Fiscal Impact

Total Project/Account: \$16,448,577
Expended/Encumbered to Date: 9,660,968
Balance: \$6,787,609
This Item: 91,050
Proposed Balance: \$6,696,559
Account #: 230-4149-3219000-7101; 220-4049-3019100-7101
Fund/Dept/Project – Description and Comments:

Wastewater CIP / Rehab Sewer Collection Mains in Dirt Alleys	=	\$87,050
Water CIP / Distribution Lines (Up to 14-Inch)	=	<u>4,000</u>
TOTAL	=	\$91,050

Attachments

Bid Recap

WW Improvements in Nine Alleys

Fiscal Reference:

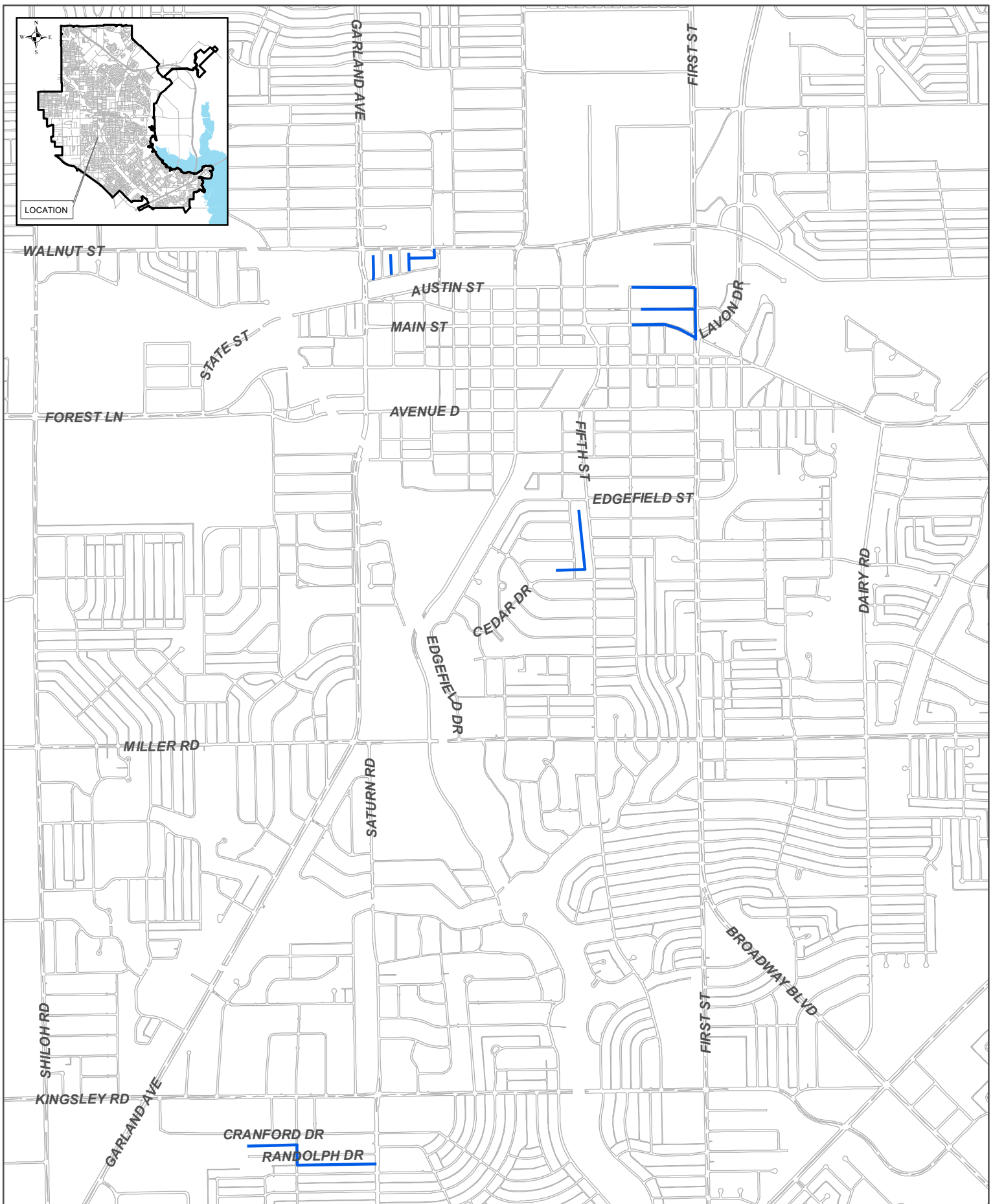
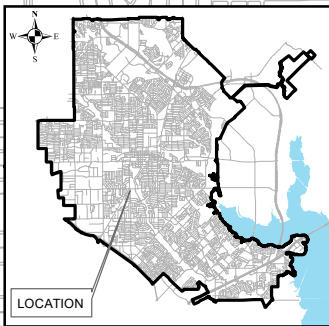
Budget Type: CIP

Fiscal Year: 2020

Document Location: CIP - Pages 248 and 210

Budget Director Approval: Ron Young Approval Date: 05/21/2020

Purchasing Director Approval: Gary L. Holcomb Approval Date: 05/20/2020





**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. f.

Meeting Date: 06/02/2020

Item Title: Streetscape Design Standards Professional Services

Submitted By: Michael Polocek, Engineering Director

Bid Number: 0923-20

Purchase Justification:

This request is to provide professional services to develop design specifications, standard construction details and typical sections for landscape, hardscape, irrigation, lighting, multiuse paths and various associated accessories.

Evaluation:

JB I Partners, Inc., was selected as the Most Qualified firm for this project from RFQ 0212-19.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
JB I Partners, Inc.	All	\$110,000.00
TOTAL:		\$110,000.00

Basis for Award: Most Qualified

Purchase Requisition #: 43566

Fiscal Impact

Total Project/Account:	\$8,023,000
Expended/Encumbered to Date:	5,496,414
Balance:	\$2,526,586
This Item:	110,000
Proposed Balance:	\$2,416,586
Account #:	Various
Fund/Dept/Project – Description and Comments:	

Street/Transportation CIP

Callejo Road - Botello to Campbell *	\$ 13,750	624-1409-1426404-7101
Chaha Road - I.H. 30 to Lake Ray Hubbard Pkwy.	13,750	624-1409-1426604-7101
Naaman School Road - Brand to S.H. 78	13,750	651-1429-1430219-710123
Holford Road Segment B - Naaman Forest Blvd. to PGBT *	13,750	651-1429-1431519-710123
Shiloh Road - Kingsley Rd. to Miller Rd.	13,750	651-1429-1431719-710123
Lyons Road - I.H. 30 to Guthrie Road	13,750	651-1429-1431919-710123
Holford Road Segment A - PGBT to City Limits	13,750	651-1429-1431419-710123
Holford Road Segment C - Arapaho Rd. to Naaman Forest Blvd.	13,750	692-1409-1431600-7101
TOTAL	\$110,000	

* Design will continue into 2021 and additional funding is included in 2021.

Attachments
Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2020

Document Location: CIP - Pages 79, 81, 87, 90-91, and 93-95

Budget Director Approval: Ron Young

Approval Date: 05/22/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/20/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. g.

Meeting Date: 06/02/2020

Item Title: GP&L Nevill Road Switch Station Construction Materials

Submitted By: Steve Martin, Transmission Director

Bid Number: 0845-20

Purchase Justification:

This request is for the purchase of construction materials for the Nevill Road Switch Station as part of the approved GP&L Nevill Road Switch CIP project. An Optional 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. The apparent low bidder, Techline, Inc., quoted a delivery of 130 days which is well beyond the required construction timeline. Techline's bid is therefore deemed nonresponsive. KBS Electrical Distributors, Inc., submitted the Lowest Responsible Bid with a quoted delivery of 70 days, more closely meeting the required construction timeline.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
KBS Electrical Distributors, Inc.	All	\$ 987,165.05
Optional Contingency		98,716.00
TOTAL:		\$1,085,881.05

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 43380

Fiscal Impact

Total Project/Account: \$17,483,740
Expended/Encumbered to Date: 15,410,753
Balance: \$2,072,987
This Item: 1,085,881

Proposed Balance: \$987,106
Account #: 210-3799-3178201-6051
Fund/Dept/Project – Description and Comments:
Electric CIP / Substations Upgrades Program

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2020

Document Location: CIP - Page 270

Budget Director Approval: Ron Young

Approval Date: 05/22/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/21/2020



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. a.

Meeting Date: 06/02/2020

Item Title: Z 20-03 4B2D - DFW Tea Co, LLC (District 6)

Submitted By: Kimberly Hopkins, Development Planner

Summary of Request/Problem

Zoning Ordinance Z 20-03 4B2D - DFW Tea Co., LLC

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Attachments

Z 20-03 Ordinance

Z 20-03 Exhibit A

Z 20-03 Exhibit B

Z 20-03 Exhibits C-E

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) A SPECIFIC USE PROVISION FOR A RESTAURANT, DRIVE-THROUGH AND 2) A DETAIL PLAN FOR A RESTAURANT, DRIVE-THROUGH ON A 0.598-ACRE TRACT OF LAND ZONED PLANNED DEVELOPMENT (PD) DISTRICT 17-18 FOR COMMUNITY RETAIL (CR) DISTRICT USES AND LOCATED AT 3428 WEST BUCKINGHAM 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 SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 27th day of April, 2020, the Plan Commission did consider and make recommendations on a certain request for approval of 1) a Specific Use Provision for a Restaurant, Drive-Through and 2) a Detail Plan for a Restaurant, Drive-Through made by **4B2D, DFW Tea Co., LLC**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving 1) a Specific Use Provision for a Restaurant, Drive-Through and 2) a Detail Plan for a Restaurant, Drive-Through on a 0.598-acre tract of land zoned Planned Development (PD) District 17-18 for Community Retail (CR) Uses and located at 3428 West Buckingham Road and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

ZONING FILE NO. Z 20-03

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

PASSED AND APPROVED this _____ day of _____, 2020.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 20-03

Being approximately a 0.598-acre lot identified as Lot 1,
of the Realeins Properties, Ltd. recorded in document
number 201100113940, Deed Records of Dallas County, Texas.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 20-03

3428 West Buckingham Road

- I. Statement of Purpose:** The purpose of this Planned Development (PD) is to allow development of a Restaurant, Drive-Through on the subject property subject to conditions.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773 and Planned Development (PD) District 17-18, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Planned Development (PD) District 17-18 and the Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- A. Detail Plan: Development is to be in general conformance with the approved Detail Plan set forth in Exhibit C, Exhibit D and Exhibit E. In the event of a conflict between the conditions and Detail Plan, the conditions listed below are to apply.
- V. Specific Conditions:**
- A. Site Layout: The Restaurant, Drive-Through operation shall be in conformance with the site layout in Exhibit C.
- B. Landscaping and Screening: Landscaping and screening shall be in conformance with Exhibit D.
- C. Building Elevations: Building elevations shall be in general conformance with Exhibit E.

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 20-03

3428 West Buckingham Road

II. Statement of Purpose: The purpose of this Specific Use Provision is to allow a Restaurant, Drive-Through.

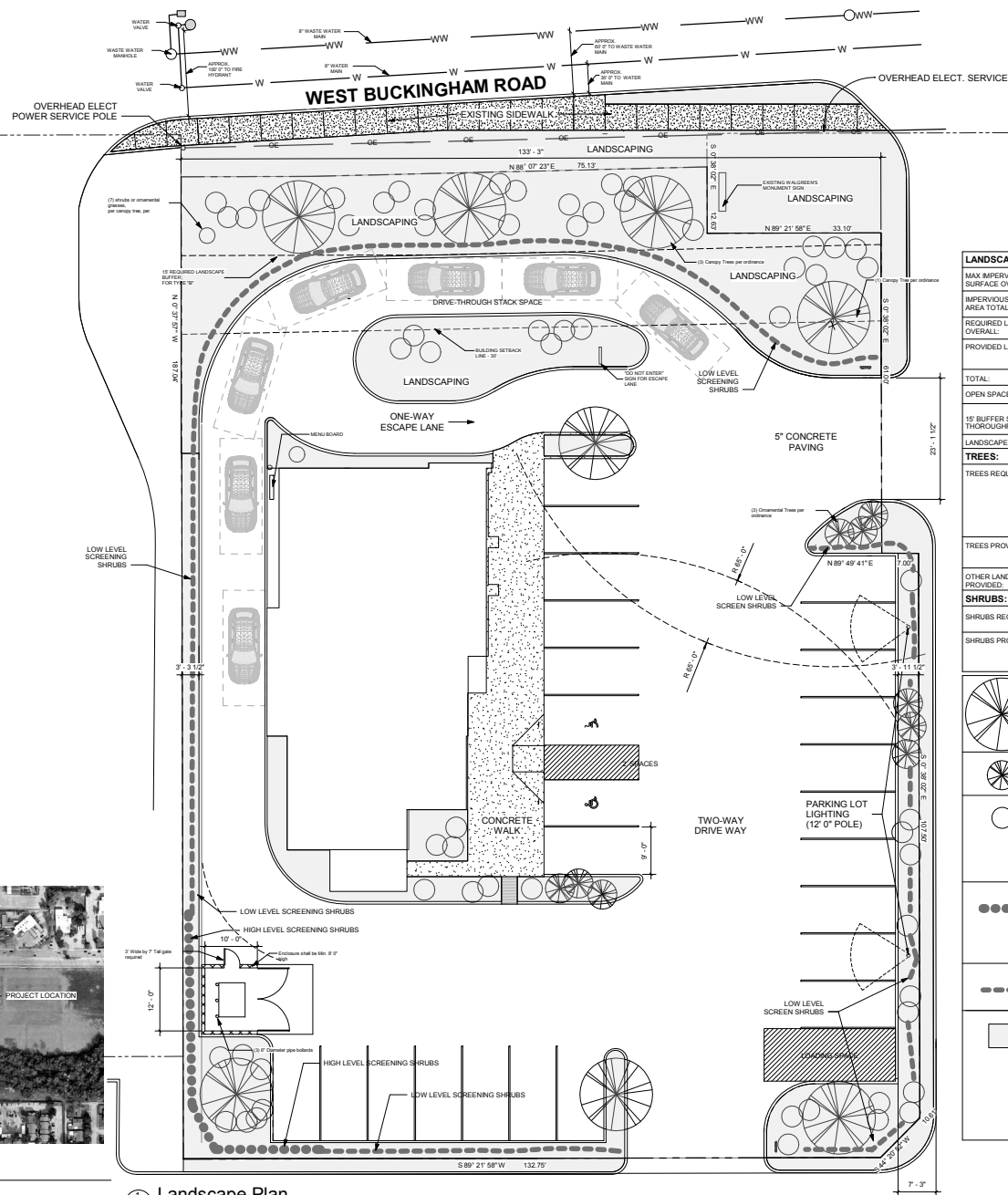
II. Statement of Effect: This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773 and Planned Development (PD) District 17-18, as amended prior to adoption of this ordinance, except as specifically provided herein.

VI. General Regulations: All regulations of the Planned Development (PD) District 17-18 and the Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

VII. Specific Use Provision:

A. SUP Time Period: The Specific Use Provision for Restaurant, Drive-Through shall be in effect for a period of twenty (20) years.

1 Landscape Plan
A-104.7
1" = 10'-0"



MAX IMPERVIOUS SURFACE OVERALL:	MAX 90% OF 26,065 = 23,458.5 SQUARE FEET
IMPERVIOUS SURFACE AREA TOTAL:	17,326 SQUARE FEET, 66.5% OF SITE
REQUIRED LANDSCAPE OVERALL:	MIN 10% OF 26,065 = 2,607 SQUARE FEET
PROVIDED LANDSCAPE:	BETWEEN R.O.W. AND BUILDING: 3,624 SQUARE FEET ADDITIONAL: 2,301 SQUARE FEET OUTSIDE OF PROPERTY LINE: 417 SQUARE FEET
TOTAL:	5,922 SQUARE FEET, 23.5% OF SITE
OPEN SPACE:	26,065 - 2,503 = 23,562 SQUARE FEET OF OPEN SPACE

15' BUFFER STRIP PROVIDED ALONG WEST BUCKINGHAM FOR TYPE "B" THOROUGHFARE

TREES REQUIRED:	- 7 LARGE CANOPY TREES REQUIRED 1 PER 30' ALONG W BUCKINGHAM RD 1 PER 60' OF A PARKING SPACE 1 PER PARKING ISLAND - LARGE CANOPY TREES CAN BE REPLACED BY A CLUSTER OF 3 OR MORE ORNAMENTAL TREES
TREES PROVIDED:	- 8 LARGE CANOPY TREES - 3 CLUSTERS OF 3 ORNAMENTAL TREES, ALLOWED BY ORDINANCE 5773
OTHER LANDSCAPE PROVIDED:	- GRASS COVER IN OPEN SPACE

SHRUBS REQUIRED:	- CLUSTER OF 7 SHRUBS OR ORNAMENTAL GRASSES IN LANDSCAPE BUFFER AREA PER 1 CANOPY TREE
SHRUBS PROVIDED:	- 70 SHRUBS PROVIDED TOTAL - 48 SHRUBS IN LANDSCAPE BUFFER AREAS - 22 SHRUBS ON REST OF SITE IN NON-LINEAR DESIGN

	LARGE CANOPY TREE: MIN. 3" IN CALIPER MEASURED 1" ABOVE THE GROUND AND 7" IN PLANTED HEIGHT AT TIME OF INSTALLATION QTY: 6
	SMALL ORNAMENTAL TREE: MIN. 1" IN CALIPER MEASURED 6" ABOVE THE GROUND AND 5" IN PLANTED HEIGHT AT TIME OF INSTALLATION QTY: 9
	SHRUB OR ORNAMENTAL GRASS: SHRUBS THAT ARE NOT OF THE "DWARF" VARIETY MUST BE A MIN. OF 2" IN PLANTED HEIGHT AT TIME OF INSTALLATION QTY: 63

	HIGH TEST SCREENING SHRUBS PER DEVELOPMENT CODE SECTION 4-4; OPTION 1: PROVIDE A CONTINUOUS OR UNDULATING ROW OF SHRUBS OR ORNAMENTAL GRASSES THAT ARE A MINIMUM OF 24" IN HEIGHT, AND PROVIDE A CONTINUOUS, SOLID VISUAL SCREEN AT LEAST 36" IN HEIGHT WITHIN TWO YEARS FOLLOWING INSTALLATION. PLANT MATERIALS PER TABLE 4-3.
--	--

	LOW LEVEL SCREENING SHRUBS PER DEVELOPMENT CODE SECTION 4.44: OPTION 1. PLANT MATERIALS PER TABLE 4.4
--	---

	GROUND COVER: LIVING PLANT MATERIAL SUCH AS TURF GRASS (WOOD CHIPS OR GRAVEL MAY BE USED UNDER TREES, SHRUBS, AND OTHER PLANTS, BUT MUST NOT COMPRISE A SIGNIFICANT PORTION OF THE TOTAL LANDSCAPED AREA) PROPOSED GROUND COVER WITHIN LANDSCAPE BUFFERS SHALL BE 100% TURF GRASS EXCEPT AREAS BENEATH TREES AND SHRUBS AS ALLOWED ABOVE
---	--



Case Number: 200116-2

Owner/Applicant:
4B2D - DFW Tea Co., LLC dba HTeaO
Contact: Beau Durham
4501 102nd Street
Lubbock, Texas 79424
(806)-891-0062

Plan Preparer:
Arris Consulting LLC
Contact: Steve Fillipp
219 34th Street
Lubbock, Texas 79404
(806)-773-6763

[illegible]

HTeaO
3428 W Buckingham Rd
Garland TX, 75042

Landscape Plan

Project Number	Project Number
Date	4-15-2020

A-104.1

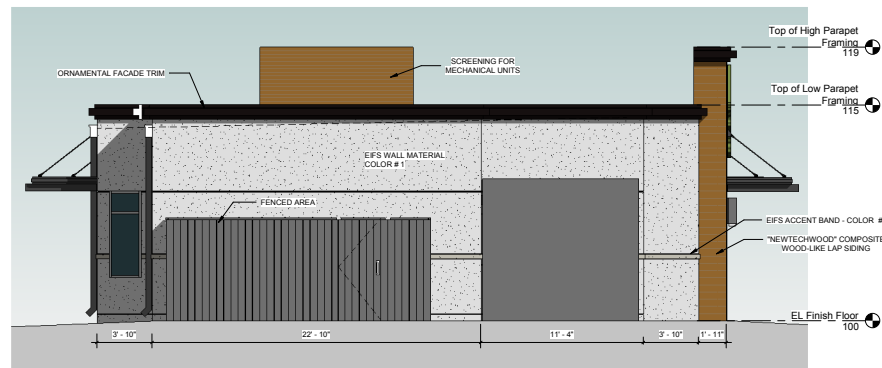
4/15/2020 10:43:57 AM

Architectural elevation drawing of a building facade. The drawing includes the following labels and dimensions:

- Labels:**
 - ORNAMENTAL FACADE TRIM
 - SCREENING FOR MECHANICAL UNITS
 - Top of High Parapet Framing 119
 - Top of Low Parapet 115
 - METAL CANOPY
 - MURAL LIGHTING
 - MURAL
 - DOWNSPOUT
 - METAL CANOPY
 - EIFS WALL MATERIAL
 - EIFS ACCENT BAND
 - DOWNSPOUT
 - EL Finish Floor 100
 - DISPLAY WINDOW
- Dimensions:**
 - 26'-7"
 - 24'-6"
 - 21'-7"

ARCHITECTURAL ELEMENTS:	
NAME	QUANTITY
METAL AWNINGS	6
DISPLAY WINDOWS	3
RECESSED ENTRIES	1
LIGHTING FEATURES	6+
BUILDING GRAPHICS	3
VARIED WALL HEIGHTS	
ORNAMENTAL FACADE TRIMS & REVEALS IN EIFS SURFACES	
FACADE ARTICULATION - WALL OFFSETS - SEE FLOOR PLAN	

CHANGE IN MATERIALS - EMPHASIZE ENTRY WITH COMPOSITE "WOOD" SIDING - EAST SIDE



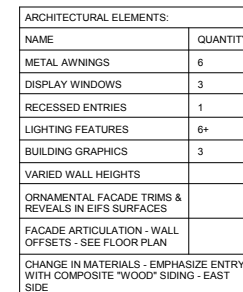
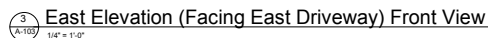
1. EXTERIOR SIGNAGE IS SUBJECT TO A SEPARATE PERMIT TO BE OBTAINED BY A LICENSED SIGN COMPANY, AND IS SHOWN FOR INFORMATION PURPOSES ONLY. SIGN COMPANY SHALL VERIFY ALL SIGNAGE MEETS THE HEIGHT AND WIDTH REQUIREMENTS OF CITY OF GARLAND SIGN ORDINANCES.
2. SIGN COMPANY SHALL NOTIFY THE ARCHITECT IF NOMINAL SIZE AND LOCATION OF SIGNAGE SHOWN IS NOT IN ACCORDANCE WITH REGULATIONS.
3. FOR WALL SIGNS, GENERAL CONTRACTOR SHALL PROVIDE BRANCH ELECTRICAL CIRCUIT TO A BOX ON THE WALL BEHIND THE PROPOSED SIGN LOCATION. DO NOT PENETRATE THE EXTERIOR FINISH OF THE WALL. SIGN COMPANY SHALL MAKE FINAL CONNECTIONS AS REQUIRED.



2 - 7 - 2020

Owner/Applicant:
482D - DFW Tea Co., LLC dba HTeaO
Contact: Beau Durham
4501 102nd Street
Lubbock, Texas 79424
(806)-891-0062

Plan Preparer:
Arris Consulting LLC
Contact: Steve Fillipp
219 34th Street
Lubbock, Texas 79404
(806)-773-6763



 WOOD STUD INTERIOR PARTITION
(EXTENDS TO ROOF DECK - WIDTH VARIES)

 WOOD STUD INTERIOR PARTITION
W/ BATT ACOUSTICAL INSULATION
(WIDTH VARIES - WALL EXTENDS TO
ROOF DECK, INSULATION EXTENDS
1'-0" PAST CEILING LINE)

 WOOD STUD INTERIOR PARTITION
(EXTENDS TO BOTTOM OF TRUSSES -
WIDTH VARIES)

 WOOD STUD EXTERIOR WALL



PROJECT NORTH

HTeaO Garland, TX - Floor
Plan and Front Elevation

Project Number	
----------------	--

Date

A-103

[illegible]

(EXHIBIT E)



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

4.

Meeting Date: 06/02/2020

Item Title: North Texas Municipal Water District Appointment

Summary of Request/Problem

Council is requested to consider appointing a representative to the North Texas Municipal Water District Board for a two-year term beginning June 1, 2020.

Recommendation/Action Requested and Justification

Consider by minute action the appointment of a City of Garland representative to the North Texas Municipal Water District Board.

Attachments

Jack May Memo of Interest

Dowl, Rene

From: Jack <jmayh20@aol.com>
Sent: Wednesday, April 8, 2020 11:47 AM
To: Dowl, Rene
Cc: Baker, John
Subject: Re-Appointment to the North Texas Municipal Water District Board of Directors.

Ms. Dowl, please consider this email as my request to be reappointed to the NTMWD BOD. Since my retirement from the City of Garland in 2010, after 40 years of service, I was fortunate to be appointed to the NTMWD Board by the Mayor and City Council. This appointment was one of the highlights of 50 year career. I feel that during my tenure at NTMWD I've been able to bring my Member City experience to the table. I've served on most District subcommittees and have served the past two years as chairman of the Water Committee which many consider the most important Committee at the District. I'd welcome the chance to discuss my qualifications or answer questions the Mayor and/or Council might have for me.

Thanks for your time and if you need anything else from me just email, text or call 972-571-0901.

Respectfully submitted,

Jack L. May

Sent from my iPhone



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

5.

Meeting Date: 06/02/2020

Item Title: TMPA Office Lease Agreement

Submitted By: Jeff Janke, Administration

Summary of Request/Problem

At the May 18, 2020 Work Session, staff presented a proposal for an office lease agreement for TMPA. With the closure of the TMPA Gibbons Creek generation plant and the pending decommissioning of the generation facilities, office space and covered storage will need to be leased for the GPL crews in Bryan, Texas.

Recommendation/Action Requested and Justification

Staff recommends that the City Council approve by minute action the TMPA office lease agreement for GP&L crews in Bryan, Texas.

Attachments

TMPA Office Lease Agreement



COMMERCIAL LEASE

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ADDENDA & EXHIBITS (check all that apply)



Exhibit **A - Special Provisions**



Exhibit **B - Leased Premises**



Commercial Lease Addendum for Broker's Fee (TXR-2102)



Commercial Lease Addendum for Expense Reimbursement (TXR-2103)



Commercial Lease Addendum for Extension Option (TXR-2104)



Commercial Lease Addendum for Percentage Rent (TXR-2106)



Commercial Lease Addendum for Parking (TXR-2107)



Commercial Landlord's Rules and Regulations (TXR-2108)



Commercial Lease Guaranty (TXR-2109)



Commercial Lease Addendum for Right of First Refusal (TXR-2105)



Commercial Lease Addendum for Optional Space (TXR-2110)



Commercial Lease Addendum for Construction (TXR-2111) or (TXR-2112)



Commercial Lease Addendum for Contingencies (TXR-2119)



Exhibit C - Construction Addendum (Cont.)



Information About Brokerage Services (TXR-2501)

(TXR-2101) 4-1-14 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____

Page 1 of 15



COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: Lovett Holdings, LLC _____; and

Tenant: City of Garland, Texas _____.

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (*Check only one box*):

☐ (1) Multiple-Tenant Property: Suite or Unit Number _____ containing approximately _____ square feet of rentable area in _____ (project name) at _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____.

☒ (2) Single-Tenant Property: The real property containing approximately 2700 square feet of rentable area at: 2708 W SH-21 (address) in Bryan (city), Brazos (county), Texas, which is legally described on attached Exhibit N/A or as follows: Approximately 1.1 acres of LEE HILL PH 1, BLOCK 1, LOT 1R and further depicted on Exhibit B - Leased Premises.

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☒ will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 28 months and 0 days, commencing on: June 1, 2020 (Commencement Date) and ending on See Exhibit A - Special Provisions (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot <i>(optional)</i>		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
06/01/2020	See Spec Prov	/ rsf / month	/ rsf / year	5,500.00
See Spec Prov	See Spec Prov	/ rsf / month	/ rsf / year	8,250.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

- B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- ☐ (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
☐ (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (3) Commercial Lease Addendum for Parking (TXR-2107)
☐ (4) **N/A**

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. First Full Month's Rent: The first full monthly rent is due on or before **Lease Execution**.

- D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **Lovett Holdings, LLC**

Address: **3600 Lovett Lane**

College Station, TX 77845

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay \$ 30.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ 8,250.00 to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. **TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	☐	☐	☒
(2) Sewer	☐	☐	☒
(3) Electric	☐	☐	☒
(4) Gas	☐	☐	☒
(5) Telephone	☐	☐	☒
(6) Internet	☐	☐	☒
(7) Cable	☐	☐	☒
(8) Trash	☐	☐	☒
(9) _____	☐	☐	☐
(10) All other utilities	☐	☐	☒

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*

☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*

☐ (a) \$1,000,000; or

☒ (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

☐ (3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: Utility company office, warehouse and yard operations and all other lawful activities directly related to such uses
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*: Tenant's Discretion

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) N/A
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 90 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	☐	☒	☐
(2) Glass and windows	☐	☐	☒
(3) Fire protection equipment	☐	☐	☒
(4) Fire sprinkler systems	☒	☐	☐
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	☐	☐	☒
(6) Grounds maintenance, including landscaping and irrigation systems	☐	☐	☒
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	☐	☐	☒
(8) Parking areas and walks	☐	☒	☐
(9) Plumbing systems, drainage systems and sump pumps	☐	☐	☒
(10) Electrical systems, mechanical systems	☐	☐	☒
(11) Ballast and lamp replacement	☐	☐	☒
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	☐	☐	☒
(13) HVAC system replacement	☐	☒	☐
(14) Signs and lighting:	☐	☐	☒
(a) Pylon	☐	☐	☒
(b) Facia	☐	☐	☒
(c) Monument	☒	☐	☐
(d) Door/Suite	☐	☐	☒
(e) Other:	☒	☐	☐
(15) Extermination and pest control, excluding wood-destroying insects.	☐	☐	☒
(16) Fences and Gates	☐	☐	☒
(17) Storage yards and storage buildings	☐	☐	☒
(18) Wood-destroying insect treatment and repairs	☐	☒	☐
(19) Cranes and related systems	☒	☐	☐
(20)	☐	☐	☐
(21)	☐	☐	☐
(22) All other items and systems.	☐	☐	☒

- D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant ☒ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses;

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
 - (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

health or safety of an ordinary person, except: None

- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

- A. The brokers to this lease are:

Principal Broker: Clark Isenhour Real Estate
Services, LLC

Agent: Scott Lovett
Address: 3828 S College Ave
Bryan, TX 77801
Phone & Fax: (979)268-6840
E-mail: scott@clarkisenhour.com
License No.: 657747

Cooperating Broker: _____
N/A

Agent: N/A
Address: _____
Phone & Fax: _____
E-mail: _____
License No.: _____

Principal Broker: *(Check only one box)*

- ☐ represents Landlord only.
☐ represents Tenant only.
☒ is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

- B. Fees:

- ☒ (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
☒ (a) a separate written commission agreement between Principal Broker and:
☒ Landlord ☐ Tenant.
☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
☐ (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
☐ (a) a separate written commission agreement between Cooperating Broker and:
☐ Principal Broker ☐ Landlord ☐ Tenant.
☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: Lovett Holdings, LLC

Address: 3600 Lovett Lane College Station, TX 77845

Phone: _____ Fax: _____
and a copy to: _____

Address: _____

Phone: _____ Fax: _____

☐ Landlord also consents to receive notices by e-mail at: _____

Tenant at the leased premises,

and a copy to: _____

Address: _____

Phone: _____ Fax: _____

☐ Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS:

Steve Lovett is a member of Lovett Holdings, LLC and is a TREC licensed real estate broker.

See Exhibit A - Special Provisions

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Lovett Holdings, LLC

Tenant: City of Garland, Texas

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

Exhibit A – Special Provisions

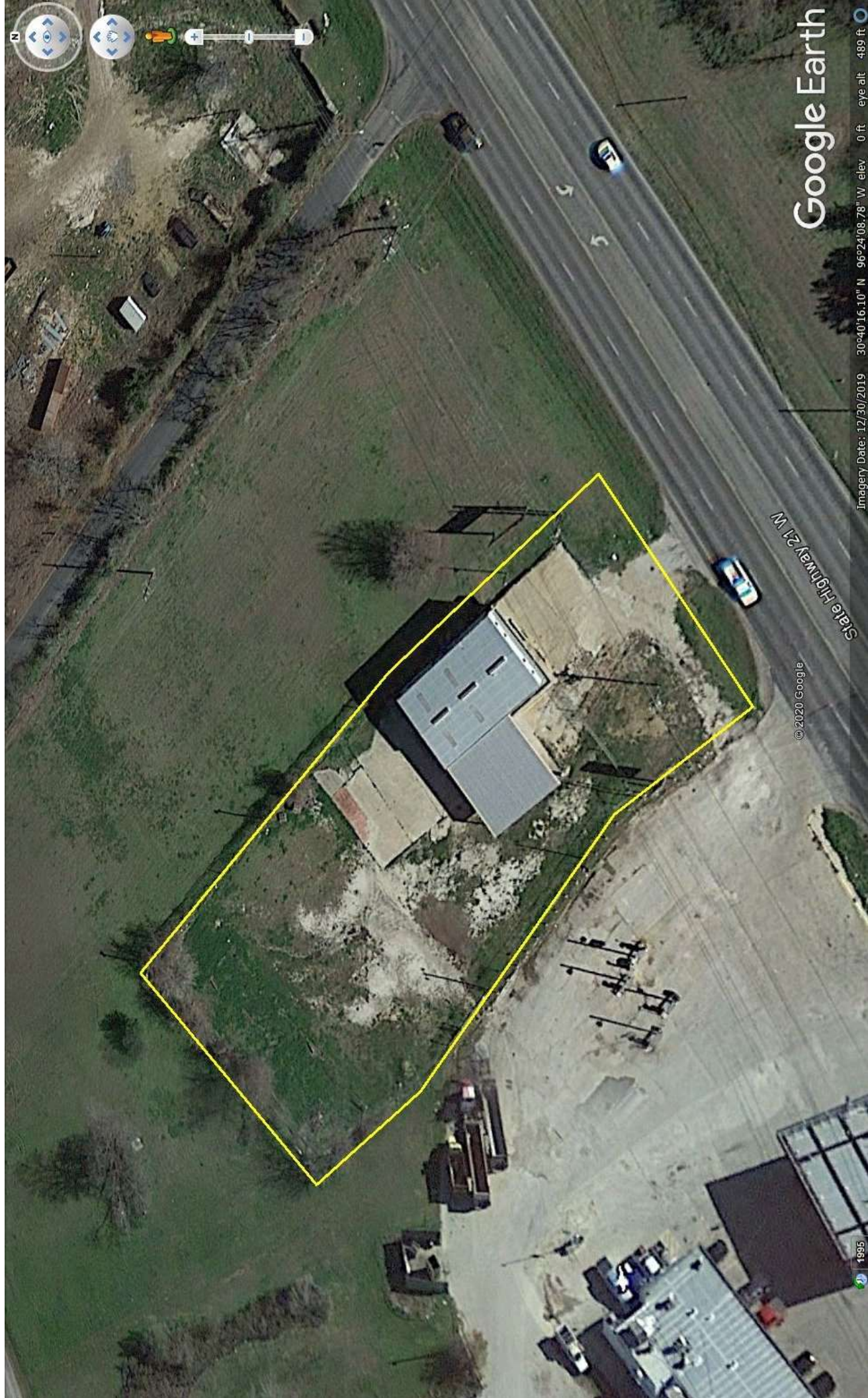
Section 3. Term - The term of this lease shall be no less than 28 months. Lease Commencement shall be the later of the day following Landlord's substantial completion of Phase I Scope of Work, detailed in the Commercial Lease Construction Addendum and Exhibit C and estimated to be completed on or before May 31, 2020 (reasonable delays permitted with COVID-19 challenges providing unforeseen permitting and material shipping delays), or the day following the City of Garland, Texas' City Council's approval of and full execution of the Lease. The initial term of the Lease shall expire on the last day of the 28th full month following Lease Commencement.

Section 4. A. Rent - The Tenant agrees to pay \$5,500/Month for the time Tenant occupies the property from Lease Commencement until Landlord has substantially completed Phase II Scope of Work, detailed in the Commercial Lease Construction Addendum and Exhibit C and estimated to be completed on or before August 30, 2020 (reasonable delays permitted for weather and COVID-19 challenges providing unforeseen permitting and material shipping delays.) If Lease Commencement is on any day other than the first day of the month, then the first month's rent payment shall be prorated.

Tenant's rent shall increase to \$8,250/Month beginning the month immediately following Landlord's substantial completion of Phase II Scope of Work, detailed in the Commercial Lease Construction Addendum and Exhibit C.

Section 15. C. 12 & 13. Repair and Maintenance Responsibility HVAC – Landlord will warranty the HVAC system for 90 days following the Lease Commencement for all repairs, maintenance and replacement needed during this time period. Upon expiration of the 90 days warranty period, Section 15. C. 12 & 13 of the lease shall apply to the Landlord and Tenant for HVAC related responsibilities.

Exhibit B - Leased Premises



© 2020 Google

Google Earth

1995

Imagery Date: 12/30/2019 30°40'16.10" N 96°24'08.78" W elev 0 ft eye alt 489 ft



COMMERCIAL LANDLORD'S RULES AND REGULATIONS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 2708 W SH-21, Bryan, TX 77803

NOTICE: These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property. From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted. Under the above-referenced lease, Tenant agrees to comply with these rules and regulations as they may be amended. Exceptions or waivers must be authorized by Landlord in writing. "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks, and landscaped areas.

- A. Goods, merchandise, equipment, or any personal property may not be stored on the Property, except for inventory within the leased premises necessary for Tenant's normal business operations.
- B. Food is not permitted on the Property, except as inventory for sale and for a small amount of food for Tenant's personal consumption.
- C. Other than those provided by Landlord or specifically authorized by Landlord, no vending machines are permitted on the Property.
- D. The Property may not be used for lodging or sleeping quarters in any manner.
- E. Unless authorized by law or the lease, no animals may be brought or kept on the Property.
- F. No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property.
- G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas.
- H. No flammable, toxic, noxious, or hazardous materials may be kept on the Property except for over-the-counter cleaning materials kept in enclosed storage closets or cabinets.
- I. Tenants moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.
- J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and receiving areas. Shipments and deliveries must be made at times that do not cause inconvenience to tenants or patrons on the Property.
- K. Leased premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles. Trash receptacles controlled by Tenant must not be allowed to overflow, attract rodents or vermin, or emit odors.

(TXR-2108) 1-26-10 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____

Page 1 of 2

- L. Repair requests must be submitted to Landlord in writing in compliance with the lease.
- M. No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, or permitted by the lease.
- N. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other tenants.
- O. Unless specifically authorized by Landlord, no solicitation or business operations are permitted in the common areas.
- P. Other:



COMMERCIAL LEASE CONSTRUCTION ADDENDUM (Landlord to Complete Construction)

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 2708 W SH-21, Bryan, TX 77803

The following provisions apply and will control in the event of a conflict with other provisions stated in the lease:

A. On or before See Exhibits A & C, Landlord will substantially complete the improvements to the leased premises as described below.

☒ (1) Landlord will complete the following improvements:
See Exhibit C - Construction Addendum (Continued)

☐ (2) On or before N/A, Tenant will specify in a separate written notice to Landlord the improvements that Tenant desires Landlord to complete. If Landlord objects to any desired improvement, Tenant will promptly amend Tenant's notice to comply with Landlord's objections. Landlord will not unreasonably object to Tenant's desired improvements.

B. On or before N/A, Landlord will notify Tenant of the total cost to complete the improvements described in Paragraph A, including but not limited to costs of construction, permits, and plans. The total cost to complete the improvements may not exceed _____ (maximum cost). Landlord will pay _____ of the cost to complete the improvements and Tenant will pay the remainder. If the total cost to complete the improvements exceeds the maximum cost, the lease will terminate and have no further effect unless a party notifies the other party within _____ days after Landlord notifies Tenant of the cost to complete the improvements that it will pay the excess.

C. Unless otherwise agreed by the parties in writing, any amount required to be paid by Tenant under this addendum must be paid by Tenant to Landlord before construction of the improvements commences.

D. All construction required by this addendum will be performed by trained and qualified persons in a good workman-like manner and will comply with applicable building codes, local ordinances, governmental regulations, and statutes (e.g., ADA, Architectural Barriers). Landlord will obtain any required certificate of occupancy.

(TXR-2111) 4-1-18

Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____

Page 1 of 2

- E. Tenant may, at reasonable times during construction, inspect the construction of the improvements. Tenant may object to any deficiencies in the completion of the improvements by providing specific written notice to Landlord and Landlord will promptly cure the deficiencies. Upon completion of the improvements, Tenant will acknowledge in writing that the improvements have been completed and that Tenant accepts the leased premises for the purposes of the lease (*the Commercial Lease Acceptance Form (TXR-2113) may be used*).
- F. Paragraph 3B of the lease governs any delay in the commencement of the lease or occupancy by Tenant caused by the construction of the improvements.
- G. Special Provisions:

Landlord: Lovett Holdings, LLC

Tenant: City of Garland, Texas

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit C – Construction Addendum Continued
SCOPE OF WORK – Phase I

Phase I: Completed by 05/31/2020

Office / downstairs

- Remove & dispose of counter & desks
- Clean & paint all floors
- Clean & paint walls
- Install base cove throughout
- Remove and replace ceiling tiles
- Clean & paint ceiling grid
- Replace fluorescent lights with LED fixtures
- Remove & replace restroom plumbing fixtures
- Refinish or replace interior doors as needed
- Construct break area including sink, cabinets, and space for a refrigerator
- Reconfigure walls in office to create a separate IT closet

Hall / Stairwell

- Install trim around both door openings
- Clean & paint walls
- Clean & paint stairs
- Add a second handrail

Office / Upstairs

- Remove & dispose of all benches, shelving, etc
- Remove carpet
- Demolish interior doorway and wall to create one large room
- Clean & paint office floors
- Repair / refurbish walls as needed
- Replace ceiling tiles
- Replace fluorescent lights with LED fixtures

Building exterior / Shop

- Remove sign faces. Install blank sign faces
- Paint exterior
- Replace “R” panel sheets on back wall
- Clean shop & Pressure wash concrete floors
- Repair and/or replace overhead doors as needed
- Install galvalume “R” panel sheets interior wall liner to +/- 8’
- Replace lights with LED fixtures – FBAY lights
- Paint restroom walls
- Install new commode
- Install new sink with fixtures. Lower to standard wall height
- Remove urinal. Cap plumbing
- Test hot water heater - Replace as needed
- Paint restroom floor
- Install base cove in restroom
- Install new door hardware on both exterior personnel doors (keyed the same)

Exhibit C – Construction Addendum Continued
SCOPE OF WORK – Phase I

- Install 4 exterior lighting LED wallpacks

HVAC

- Inspect and service both HVAC systems
- Repair/replace parts as needed
- Duct cleaning & tune-up of all systems

Yard

- Construct new concrete parking area in front of building and covered awning
- Install new gate at front of property to allow drive access beside existing covered storage area

Other

- Install new security light fixtures on existing light poles
- Install security system in building including cameras

Possible Change Order

- Possibly turn office's closet into a shower unit

Exhibit C – Construction Addendum Continued
SCOPE OF WORK – Phase II

Phase II: Completed on or before 7/31/2020

New +/- 3,200 SF Covered Storage (adjoining existing building)

- Construct new metal covered storage area with a clear height of 16' or greater, a wall section on the East side, adjoining the existing building
- Structural support columns shall not be located beyond the existing building line (to keep from impeding traffic flow)
- Install LED lights and plugs for adequate coverage

New +/- 6,300 SF Covered Storage (at rear of yard)

- Construct new metal covered storage area with a clear height of 16' or greater, wall sections on three sides (West, North & East), located at the rear of the existing yard
- Base of this structure shall be crushed limestone or a comparable material and shall be adequately graded for proper rainwater runoff
- Install LED lights and plugs for adequate coverage

Exhibit C - Construction Addendum Aerial

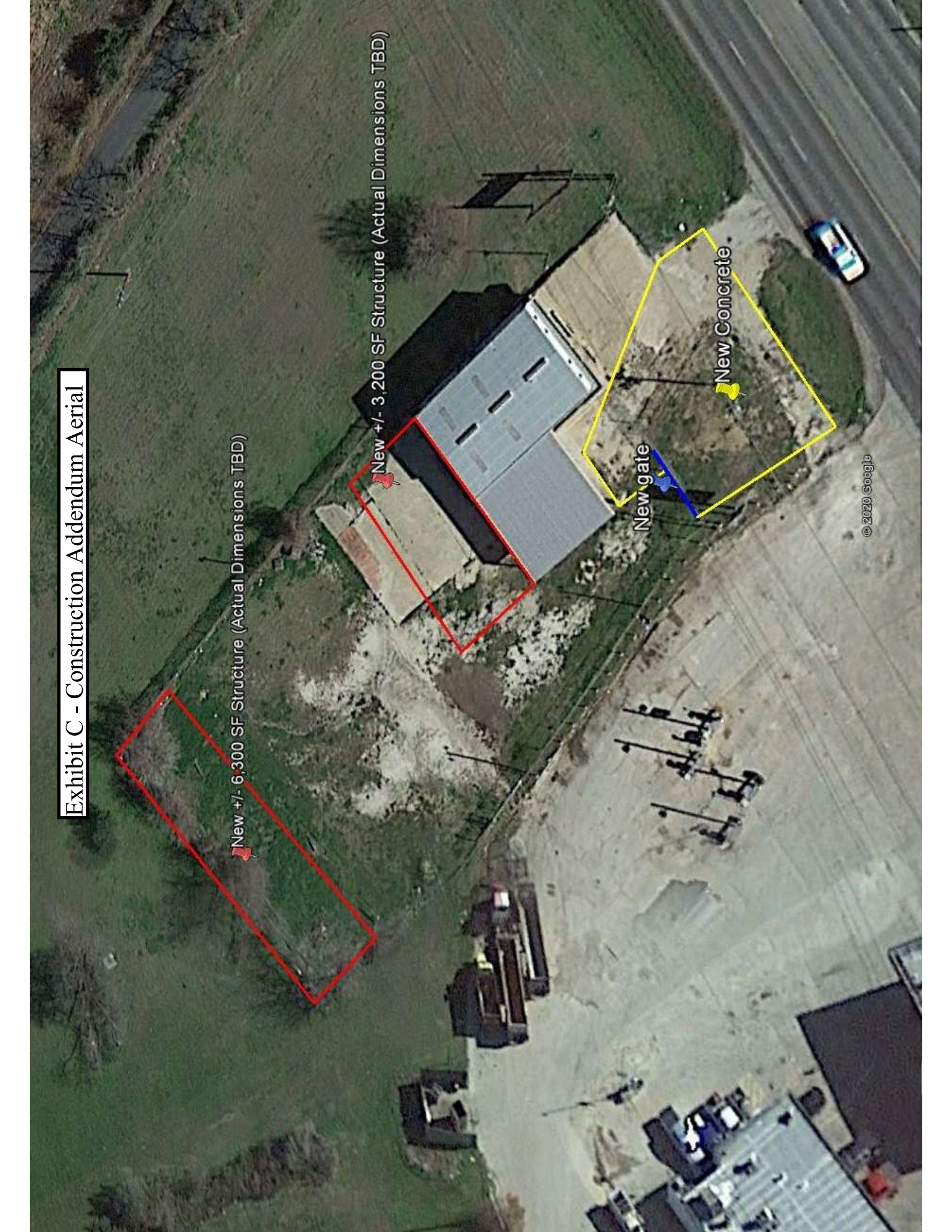
New +/- 6,300 SF Structure (Actual Dimensions TBD)

New +/- 3,200 SF Structure (Actual Dimensions TBD)

New gate

New Concrete

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Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Clark Isenhour Real Estate Services, LLC</u>	<u>8999919</u>	_____	<u>(979)268-6840</u>
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
<u>John R. Clark</u>		<u>john@clarkisenhour.com</u>	<u>(979)268-6840</u>
Designated Broker of Firm	License No.	Email	Phone
_____	_____	_____	_____
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u>Scott Lovett</u>	<u>657747</u>	<u>scott@clarkisenhour.com</u>	<u>(979)268-6840</u>
Sales Agent/Associate's Name	License No.	Email	Phone
_____	_____	_____	_____
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

6.

Meeting Date: 06/02/2020

Item Title: CARES Funding and Other COVID-19 Related Matters

Summary of Request/Problem

At the June 1, 2020 Work Session, Council considered the federal CARES Act funding the City is receiving through Dallas County and the options for potential COVID related programs.

Recommendation/Action Requested and Justification

Consider a resolution authorizing the City Manager to execute an Interlocal Agreement with Dallas County relating to the Dallas County CARES Act Funding; and providing an effective date.

Attachments

CARES Act Funding Resolution
Standard CARES ILA

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY RELATING TO THE DALLAS COUNTY CARES ACT FUNDING; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Manager is hereby authorized to execute an Interlocal Agreement entitled the Dallas County CARES Act Funding Interlocal Agreement in the form and substance of that attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2

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

Section 3

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

PASSED AND APPROVED this the _____ of June, 2020.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

STHE STATE OF TEXAS

§

§

§

THE COUNTY OF DALLAS

§

DALLAS COUNTY CARES ACT FUNDING INTERLOCAL AGREEMENT

1. RECITALS:

This Agreement is entered into by and between Dallas County, Texas (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court") located at 411 Elm Street, 2nd Floor, Dallas, Texas 75202, and the _____, located at _____ (hereinafter "City") or individually as a "Party" or collectively the "Parties" for certain management services, as identified in this Agreement under authority of Texas Government Code, Chapter 791, for certain management services, as identified in Section 5 (Scope of Services) of this Agreement.

WHEREAS, the City is a "local government" as defined by Texas Government Code § 791.003(4)(A) and desires to enter into this Agreement pursuant to Texas Government Code, Chapter 791; and

WHEREAS, the County is in receipt of funds from the United States Treasury Department under the Coronavirus Aid, Relief, and Economic Security Act also known as the "CARES Act"; and

WHEREAS, the County desires to contract, with the City for the administration of the distribution of some of Dallas County's CARES Act funds by providing funds to the City for authorized CARES Act activities; and

WHEREAS, the County has the authority under Chapter 791, Texas Government Code to contract with other local governments for government functions and services; and

WHEREAS, the County wishes to engage the services of the City for the administration of the distribution of a portion of the County's CARES Act funds in accordance with the Guidance from the United States Treasury Department; and

WHEREAS, the City is capable of providing the services and related activities for the appropriate distribution of CARES Act funds; and

WHEREAS, on March 12, 2020, the Dallas County Judge declared a local state of disaster for a public health emergency in relation to COVID-19; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19; and

WHEREAS, the Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration, to “authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster”, and

WHEREAS, some local businesses and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19; and

WHEREAS, the County finds that the expenditure of public funds in support of the operations of the City’s businesses and residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Dallas County economy and the economic welfare of the residents of Dallas County; and

WHEREAS, the City will serve a benefit to all Dallas County residents during this pandemic, providing essential assistance to residents and businesses within the City; and

WHEREAS, the Parties desire to enter into this Agreement for the purposes stated herein; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement; and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

2. TERM:

The term of this Agreement shall begin upon day this Agreement last executed by the Parties and continue until the services are rendered and the CARES Act funds under this Agreement are distributed, unless terminated earlier under any provision hereof. Notwithstanding the foregoing, the services and deliverables herein shall be completed by November 30, 2020 (the “Term”).

3. INCORPORATED DOCUMENTS:

The following documents are incorporated by reference as if fully reproduced herein:

- (a) **Exhibit A-** Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments from the United States Treasury Department.

4. ORDER OF PRECEDENCE:

In the event of any conflict or inconsistency between or among the provisions of this Agreement or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) this Agreement and any subsequent amendments; then (2) Exhibit A.

5. CITY'S SCOPE OF SERVICES AND OBLIGATIONS:

- (a) The City shall distribute the CARES Act funds provided by the County in accordance with the guidance as detailed in the attached and incorporated **Exhibit A**.
- (b) The City may choose to set up programs such as housing assistance for its residents and grants and loans for its businesses.
- (c) The City shall only disburse the CARES Act funds within its municipal corporate limits to eligible residents and individuals as determined by the City in compliance with the guidance in **Exhibit A**.
- (d) The City shall not be permitted to duplicate any efforts the County is undertaking for the County's CARES Act funding programs. For example, the County is beginning emergency assistance programs for daycare facilities, small business loans and grants, and emergency housing and rental assistance for residents. For purposes of clarity, if a resident is a recipient of assistance from a County program, then the resident shall be automatically disqualified from the any further City assistance with CARES Act funds. The same disqualification shall apply to businesses within the City.
- (e) The City shall keep the County informed of all expenditures made under this Agreement on a monthly basis during the Term in any format of report or reporting as determined in the County's sole discretion.
- (f) The City shall comply with the terms, conditions, and structure of the Funding Formula in Section 6 below.
- (g) The City shall return any unspent funds to the County by December 11, 2020.

6. COUNTY'S OBLIGATIONS:

County agrees to perform the following:

- (a) Dallas County will assist City in scheduling appointments with key County personnel and employees;
- (b) Dallas County shall maintain supervisory control of the ultimate disbursement of funds under any program or disbursement approved by the City;
- (c) Dallas County will provide funding in an amount of up to of **fifty-five dollars (\$55)** per City resident based on the 2019 estimated population. The estimated population under this formula and the amount of funds provided to City shall be in the sole discretion of the County (hereinafter "Funding Formula").
 - 1. Under this Funding Formula, the County will provide **twenty percent (20%)** of the eligible funds under this Agreement to the

City upon execution of this Agreement. The City may apply for the further disbursement of funds for specific projects, programs, or purchases from the County for the remaining **eighty percent (80%)** of the eligible funding under this Funding Formula during the duration of this Agreement.

2. For the remaining **eighty percent (80%)** under this Funding Formula, the City shall seek pre-approval from the County for any proposed program, initiative, or disbursement of funds. Once written approval is obtained from the County, the City may seek a disbursement for that specific program, initiative, or project from the County.

7. TERMS AND CONDITIONS:

County agrees to provide CARES Act funding to City for approved budget expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) Not to Exceed Amount. City understands and agrees that the maximum total amount payable for the services and funds distributed described herein shall not exceed **the amount as determined by the Funding Formula detailed in Section 6(c) above** (hereinafter “Not to Exceed Amount”) unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. County shall not pay for any services nor distribute any funds that would cause the amounts described herein in excess of the Not to Exceed Amount. Within this Not to Exceed Amount the City may fund its internal and indirect costs for administering the CARES Act funds in an amount not to exceed **ten percent (10%)** of all funds received under this Agreement.
- (b) City agrees to submit complete, fully documented, and accurate itemized invoices, receipts, and other appropriate documentation, as required by County, following the completion of the services and disbursement of the funds. Specifically, the invoices, receipts, and other documentation shall be itemized and include supporting documentation and any management fees. Within the supporting documentation the subcontractor invoices shall be included, if any. All required documentation shall be submitted on the first day of each month during the Term of this Agreement as expenses are incurred or funds are disbursed. All documentation submitted shall represent the services rendered and funds disbursed by Contractor for the previous month.
- (c) **Twenty percent (20%)** of the available funds under this Agreement and the Funding Formula will be made to the City upon execution of the Agreement. The City may apply for further funds of the remaining **eighty percent (80%)** as described in the Funding Formula through the duration of this agreement. The County may in its sole discretion disallow or refuse to fund any activity for which further funding is sought by the City that is not in compliance with **Exhibit A**. Further, the County may withhold further funding from the City if the City fails to comply with County’s reporting requirements, performance objectives, or other

requirements relating to City's performance of work, deliverables, and services under this Agreement. County shall pay the City only for those reimbursable costs that are allowable under applicable rules and regulations, as stated in this Agreement. Should the United States Treasury Department, the United States Congress, the Executive Branch of Federal Government, the Federal Judiciary, or any other Federal Agency with jurisdiction issue further guidance on the appropriate use of the CARES Act funds, that further guidance shall be automatically incorporated into this Agreement in **Exhibit A** without the need for a formal amendment. County shall have the right to withhold all or part of any reimbursement funds to the City to offset any reimbursement made to City for ineligible expenditures or undocumented units of services billed as determined by the County in its sole discretion.

- (d) City understands and agrees that all documentation must be submitted to County on a rolling monthly basis during the Term of this Agreement. All receipts and expenditures must have appropriate supporting documentation before such billings will be approved.
- (e) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding County's payments to City for services rendered under this Agreement.
- (f) Prior Debts. County shall not be liable for costs incurred or performances rendered by City before or after the Term; for expenses not billed to County within the applicable time frames set forth in this Agreement; or for any payment for services or activities not provided pursuant to the terms of this Agreement.
- (g) Refund provision. The County shall have the right to demand repayment of any funds paid to City for services rendered or funds disbursed that did not comply with the terms of this Agreement or that were determined to be ineligible expenditures by the County or the Federal Government. The City shall promptly refund any monies previously paid or disbursed by County that the County, in its sole discretion, determines were used for services or activities that were not in compliance with this Agreement.

8. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. City agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented or ineligible services, or both.
- (b) Access to Records. City agrees that County, or any of its duly authorized representatives, or the Federal Government has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of City that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable

access to City's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the County in Dallas County, Texas.

- (c) Ownership. City agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of City.
- (d) Maintenance of Records. City's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request.
- (e) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, City shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (f) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by City for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, City must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **City is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

9. CONFIDENTIALITY:

- (a) City shall not disclose privileged or confidential communications or information acquired in the course of the performance under this Agreement, unless authorized by law. City agrees to adhere to all confidentiality requirements, as applicable, for performance under this Agreement.
- (b) Public Information Act. The Parties acknowledge and agree that County and City are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public

Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. City hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by City or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- (c) Any Public Information Act request received by the City or County for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the entity who received the Public Information Act request.
- (d) Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

10. INDEMNIFICATION:

THE PARTIES AGREE TO BE RESPONSIBLE EACH 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 OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE 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. THE 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.

11. INSURANCE:

City and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each Party's obligations hereunder and in accordance with sound accounting practices. City and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

12. EXPENSES

Unless prior written approval by County is obtained or otherwise detailed in this Agreement, City shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall be included in the Not to Exceed Amount.

13. TERMINATION:

- (a) Suspension. Should County desire to suspend the services, but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. The City shall stop all services as set forth in this Agreement and will cease to incur costs to County or disburse funds during the term of the suspension. City shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with this Agreement.
- (b) Termination. The County, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the City with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of cancellation, City shall cease any and all services under this Agreement or disbursement of funds on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, City shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid or provided by County to City under this Agreement and any and all County data, documents and information in City's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.
 - 1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County upon thirty (30) days prior written notice to the City.

2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
- A. Lack of, or reduction in, funding or resources in accordance with Section 29 (Fiscal Funding Clause);
 - B. Non-performance by City or City's failure or inability to perform or substantially perform, for whatever reason, the services required or funds to be disbursed under this Agreement;
 - C. City's improper, misuse or inept use of CARES Act funds under this Agreement;
 - D. City's failure to comply with the terms and provisions of this Agreement;
 - E. City's submission of invoices, data, statements and/or reports that are incorrect, incomplete, or false in any way;
 - F. City's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
 - G. City's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
 - H. City's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

14. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Judge Clay Jenkins
Dallas County
411 Elm St. 2nd Floor
Dallas County, Texas 75202
(214) 653-6018 (office)

TO CITY:

(214) 653-7449 (fax)

With a copy to:

Russell Roden
Chief, Civil Division
Dallas County District Attorney's Office
411 Elm Street, 5th Floor
Dallas, Texas 75202

15. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

16. IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and the City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County or City has by operation of law.

17. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its operations and functions.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and any applicable guidance from the Federal Government or Federal Agency. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state or federal courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal law, federal guidance, or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law or guidance.

20. THIRD PARTIES:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. ASSIGNMENT:

City may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

22. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

24. BINDING EFFECT:

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

25. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

26. FEDERAL FUNDED PROJECT:

If this Agreement is funded by the federal government; therefore, the City agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any statute, rule, regulation, grant, contract provision, subsequent federal guidance or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered or funds provided under the terms of this Agreement.

27. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. City and County both have a duty to mitigate damages.

28. PREVENTION OF FRAUD AND ABUSE:

City shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving City's employees or agents shall be reported immediately to the County by City. Moreover, City warrants that it is not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. City and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. City shall, upon notice by County, refund expenditures of the City that are contrary to this Agreement and deemed inappropriate by the County.

29. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

30. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

31. INDEPENDENT CONTRACTOR:

City, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the City and the County by virtue of this Agreement.

32. SUBCONTRACTING:

The costs of all subcontracted services are included in the fees distributed herein. Subcontracts entered into by the City will be in writing and subject to all requirements herein. City agrees that it will solely be responsible to County for the performance of this Agreement. City shall pay all subcontractors in a timely manner. County shall have the right to prohibit City from using any subcontractor.

33. PROMPT PAYMENT ACT:

City agrees that a temporary delay in making payments due to the County's accounting and

disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

34. TAX

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the City for the payment of such taxes under this Agreement.

The fees paid to City pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by City's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by City in performing his obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by City.

City accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by City for work performed under the terms of this Agreement.

35. SIGNATORY WARRANTY:

The undersigned signatories for the Parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

36. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and City accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2020.

DALLAS COUNTY:

CITY/ TOWN OF _____:

BY: Clay Jenkins
Dallas County Judge

BY: _____

Recommended:

BY: Darryl Martin
Dallas County Administrator

***Approved as to Form:**

JOHN CREUZOT
DISTRICT ATTORNEY

BY: Randall Miller
Assistant District Attorney
Dallas County DA's Office, Civil Division

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

EXHIBIT A

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

7.

Meeting Date: 06/02/2020

Item Title: Consider Directing the City Manager and the City Attorney to Negotiate Definitive Settlement Documents Relating to the North Texas Municipal Water District Rate Appeals Litigation

Submitted By: Brad Neighbor, City Attorney

Summary of Request/Problem

Council was briefed on this matter in executive session. Council is requested to authorize and direct the City Manager and the City Attorney to negotiate final, definitive forms of settlement documents relating to the City's participation in the appeal of water rates charged by the North Texas Municipal Water District.

Recommendation/Action Requested and Justification

Approve the following motion:

"I move to authorize and direct the City Manager and our City Attorney to negotiate definitive agreements, including a settlement agreement and an amendment to our current Amendatory Contract with the North Texas Municipal Water District, to be presented to this Council at a later date for final approval as discussed in closed session."



GARLAND PLANNING REPORT

City Council Regular Session Agenda

8. a.

Meeting Date: 06/02/2020

Item Title: Z 20-04 Pulte Group - Zoning (District 3)

Submitted By: Nabiha Ahmed, Development Planner

REQUEST

Approval of a Change in Zoning from Planned Development (PD) District 18-05 for Community Retail Uses to a Planned Development (PD) District for Single-Family-5 (SF-5) Uses.

LOCATION

5001 Zion Road

OWNER

Oasis Church at Lakeview Assembly of God

PLAN COMMISSION RECOMMENDATION

On May 11, 2020 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Change in Zoning from Planned Development (PD) District 18-05 for Community Retail Uses to a Planned Development (PD) District for Single-Family-5 (SF-5) Uses.

The Plan Commission by a vote of nine (9) to zero (0), also approved an Alley Waiver.

Additionally, the Plan Commission recommended that there should not be parking on both side of the streets at any time. The parking may be continuous along one side of the street or alternating from one side of the street to the other.

The Plan Commission also recommended to design twenty-two (22) feet of parking space (driveway length for parking) between the sidewalk and the garage door in lieu of the required twenty (20)-feet in order to prevent vehicles from overhanging the sidewalk.

STAFF RECOMMENDATION

Approval of a Change in Zoning from Planned Development (PD) District 18-05 for Community Retail Uses to a Planned Development (PD) District for Single-Family-5 (SF-5) Uses.

In addition, a development agreement is recommended to facilitate the requested deviations and the proposed masonry standards by the applicant. A draft development agreement is included on the same June 2, 2020 City Council agenda for consideration.

In response to the driveway standard, Engineering staff recommends maintaining the existing Standard Detail due to potential adverse effects of the abovementioned change.

BACKGROUND

In 2018, City Council approved Planned Development (PD) 18-05 District for Community Retail (CR) Uses. PD 18-05 consists of two (2) lots. A Church or a Place of Worship is permitted on Lot 1 as approved with a Detail Plan in PD 18-05. A Detail Plan is required for the remaining Lot 2 prior to development.

The applicant requests the development of single-family detached homes on both Lot 1 and Lot 2. The development will consist of eighty-nine (89) detached single-family dwelling units and six (6) HOA lots.

SITE DATA

The subject site consists of approximately 18.045 acres. The site has approximately 1,059 linear feet of frontage along Wellington Avenue, 758.88 linear feet of frontage along Zion Road and 633.43 linear feet of frontage along Waterhouse Boulevard. The single-family residential development would be accessed from Waterhouse Boulevard and Wellington Avenue.

USE OF PROPERTY UNDER CURRENT ZONING

Planned Development (PD) 18-05 District has two (2) lots. Lot 1 allows the construction of a Church or Place of Worship. Lot 2 allows any use permitted in the Community Retail (CR) District. A Detail Plan is required for Lot 2 prior to development.

The Community Retail (CR) District is intended to accommodate a variety of retail, service, and business establishments that may or may not be designed in a shopping center configuration. The district may be used as a transition district between lower intensity retail or office uses and more intense uses. A Community Retail (CR) District is generally appropriate along major transportation corridors but is generally not appropriate in proximity to low density residential districts without significant buffering and screening features. An example of allowed use in a Community Retail (CR) District is a retail shopping area that may be large in scale with very limited or no outside storage. Traffic generated by uses in a Community Retail (CR) District must be focused onto the major thoroughfare network. Development in a Community Retail (CR) District may not be designed in a manner that increases traffic through residential areas.

CONSIDERATIONS

1. The proposal shows eighty-nine (89) single-family detached homes and six (6) HOA lots.
2. The applicant requests to deviate from the required SF-5 District development standards per Section 2.34 (Table 2-3) of the GDC. The table below indicates the deviations proposed.

Development Standards	Required	Proposed
Lot Area	5,000 square feet	4,200 square feet (minimum)
Lot Width	55 feet	40 feet
Lot Coverage	50%	60%
Rear Setback adjacent to Street	20 feet	10 feet

Screening and Landscaping:

3. The proposed landscape layout (Exhibit D) complies with the applicable screening and landscape regulations of the Garland Development Code (GDC). Per the GDC, a screening wall is required along a thoroughfare Type “D” or greater. Both Zion Road and Waterhouse Boulevard are less than Type “D” per the Thoroughfare Plan. Therefore, screening is not required for this development. However, a six (6)-foot high board-on-board cedar fence with masonry columns is proposed along Waterhouse Boulevard and a six (6)-foot high board-on-board cedar fence is proposed along Zion Road. Wellington Avenue is a Type “F” thoroughfare and screening is not required. However, the proposed six (6)-foot high brick thin wall with masonry columns to the south of the property and adjacent to the Multi-Family (MF) District will wrap around Lot 2, Block 3 and provide some screening along Wellington Avenue. In addition, the proposed four (4)-foot high ornamental fence around the detention pond along with the six (6)-foot high board-on-board cedar fence with masonry columns will screen north of proposed development along Wellington Avenue.

Garages:

4. The proposed development will consist of front entry garages. The applicant is proposing to deviate from the following requirements per Section 4.84 (C)(2) listed below:
 - Rear entry;
 - “J” drives, for front entry properties;
 - “Swing” drives, for side entry properties; or
 - Offset front entry with the garage door set back at least five feet behind the front building face.

Furthermore, per the application, each garage shall incorporate at least two (2) of the following architectural elements.

- Architectural Elements:
- Sconce lighting

- Decorative banding or moldings
- Decorative overhangs above garage doors
- Eyebrow soldier course over garage doors
- Decorative vent covers on gable above garage
- Upgraded carriage style garage doors or faux wood garage doors

Masonry Requirement

5. The applicant proposes all elevations facing a dedicated street shall be 80% masonry or stone excluding gables, windows, doors, dormers, insets, areas under covered porches or other architectural projections and/or accents.

COMPREHENSIVE PLAN

The Envision Garland Plan designates the subject property as Urban Neighborhoods. Urban Neighborhoods are higher density residential developments. This residential option may utilize vertical mixed-use integrated into the surrounding area, reflecting the area's dominant character or, when desired, promoting a new character.

Urban Neighborhoods are characterized by moderate to high density single-family attached and multifamily residential units, greater than 12 dwelling units per acre.

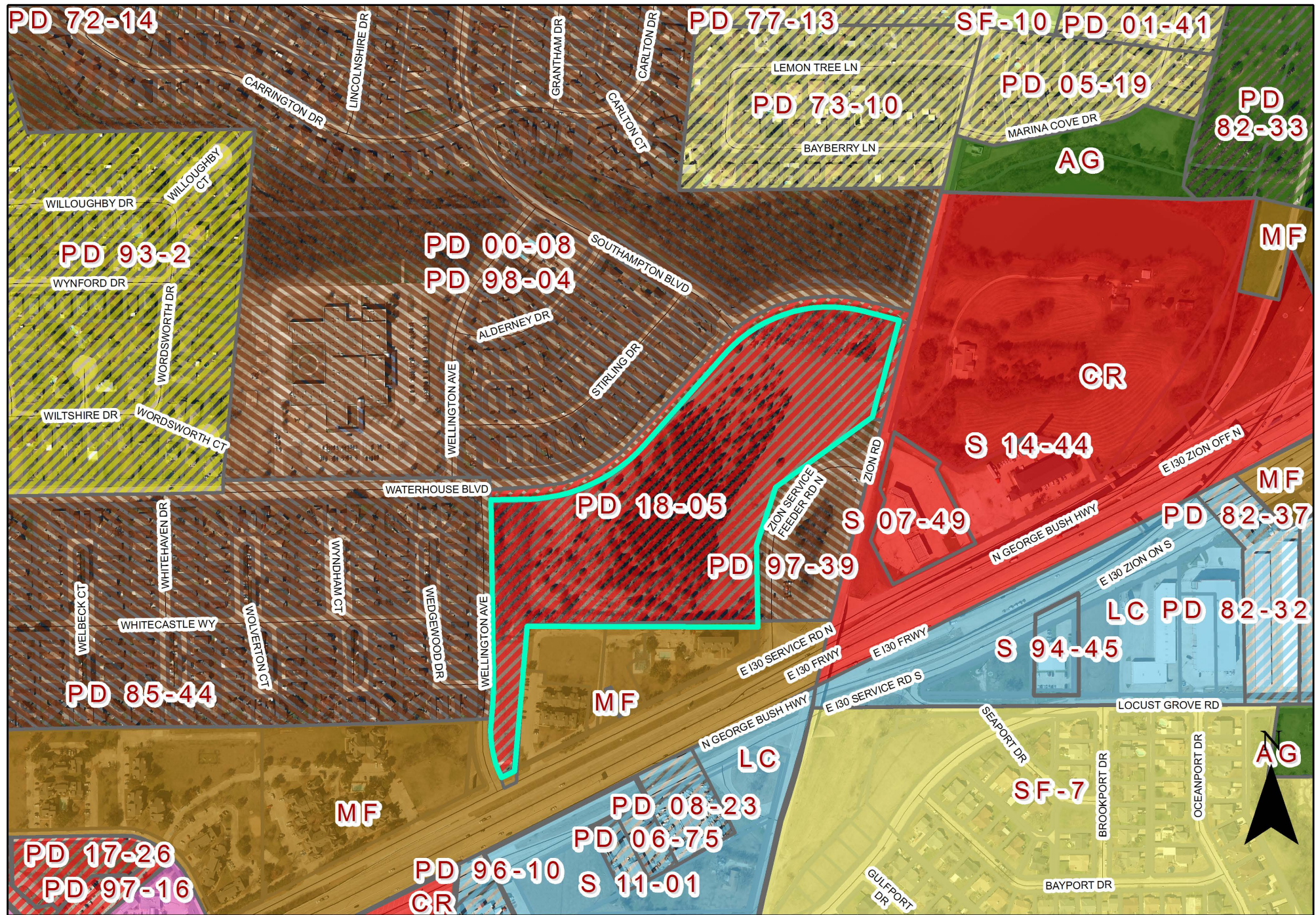
COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the north of the subject property, across Waterhouse Boulevard, are zoned Planned Development (PD) 98-04 for Single-Family Uses and developed with single-family residences. The properties to the east, across Zion Road, are zoned Community Retail (CR) District and are developed with a hotel/motel and a gas station. The properties to the south are zoned Multi-Family (MF) District and are developed with two apartment complexes. The properties to the west, across Wellington Avenue, are zoned Planned Development (PD) 85-44 District for Mixed Uses and Multi-Family (MF) District; these properties are developed with single-family homes, patio homes and an apartment complex.

The Single-Family Residential districts are intended to provide for development of primarily low-density detached, single-family residences on a variety of lot sizes, churches, schools, and public parks in logical, livable, and sustainable neighborhoods. The proposed use is compatible with the surrounding development.

Attachments

Z 20-04 Pulte Group - Zoning Attachments
 Z 20-04 Pulte Group Responses
 Z 20-04 Pulte Group Staff Presentation



PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 20-04

5001 Zion Road

- I. Statement of Purpose:** The purpose of this Planned Development is to approve a Detail Plan for eighty-nine (89) Single-Family detached homes and six (6) HOA lots.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, and Single-Family-5 (SF-5) District, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Single-Family-5 (SF-5) District as set forth in Chapter 2 of the Garland Development Code included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

Detail Plan: Development shall conform to the Site Plan and Landscape Plan set forth in Exhibit C and Exhibit D; however, in the event of conflict between the Detail Plan and the written conditions contained in this ordinance, the written conditions shall control.

V. Specific Conditions:

- A. Permitted Uses: Only Dwelling, Single-Family-5 (SF-5) detached uses are permitted.
- B. Minimum Lot Area: The minimum lot area is 4,200 square feet.
- C. Minimum Lot Width: The minimum lot width is forty (40) feet.
- D. Minimum Lot Depth: The minimum lot depth is 105 feet.
- E. Maximum Lot Coverage: The maximum lot coverage is sixty (60%) percent.
- F. Garages:

- Front entry garages shall be allowed.
- Offset front entry with the garage door set back at least five (5) feet behind the front of building face will not be required.
- Regardless of other setbacks, a street-facing garage door must have a minimum of twenty (20) feet from the applicable street right of way line.
- "J" and "Swing" drives will not be required.

- G. Alleys: Alleys will not be required with this development.
- H. Architectural Elements: Each garage shall incorporate at least two of the following architectural elements: Sconce lighting, decorative banding or moldings, decorative overhangs above garage doors, eyebrow soldier course over garage doors, decorative vent covers on gable above garage, upgraded carriage style garage doors or faux wood garage doors.
- I. Special Setback: The rear setback adjacent to street shall be ten (10) feet.
- J. Dwelling Unit Area: The minimum dwelling unit area is 1,600 square feet; however, thirty (30) percent or more of the dwelling units shall be greater than 2,000 square feet.
- K. Masonry Requirement: All elevations facing a dedicated street shall be 80% masonry or stone excluding gables, windows, doors, dormers, insets, areas under covered porches or other architectural projections and/or accents.
- L. Additional Front Entry Mitigation: All front elevations shall contain a covered front porch with a minimum area of forty (40) square feet.
- M. Roof Design: Each dwelling unit must be constructed with a roof overhang of not less than twelve (12) inches, as measured from the frame to the exterior edge of soffit.
- N. Trash Containers: Trash containers and recycling bins

must be stored in one of the following locations:

- Inside the garage of the single-family dwelling constructed on the lot; or
- Behind the single-family dwelling or fence constructed on the lot in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent lot.

O. Screening and Landscaping: Screening and landscaping shall be in general conformance with the Landscape Plan set forth in Exhibit D.

P. Homeowners Association: A Homeowners Association shall be incorporated, and each lot/homeowner shall be a mandatory member. The bylaws of this association shall establish a system of payment of dues; a system of enforcement of its rules and regulations; shall establish a clear and distinct definition of the responsibility of each member; and other provisions as deemed appropriate to secure a sound and stable association.

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

R. The development is required to be constructed in accordance with the terms and conditions of that certain development agreement between the City, Property Owner, and Developer.































REPORT & MINUTES

P.C. Meeting, May 11, 2020

Consideration of the application of **Pulte Group**, requesting approval of 1) a Change in Zoning from Planned Development (PD) District 18-05 for Community Retail Uses to a Planned Development (PD) District for Single-Family-5 (SF-5) Uses and 2) an Alley Waiver. This property is located at 5001 Zion Road. (District 3) (File Z 20-04) (This item was postponed from the April 27, 2020 Plan Commission meeting.)

Nabiha Ahmed, Development Planner, presented the staff report.

Commissioner Rose asked if a mandatory Homeowners Association (HOA) would be required and if "J-Drives" will be constructed.

Ms. Ahmed confirmed a mandatory HOA would be required.

Chairman Roberts stated the driveways would be front entry.

Commissioner Edwards asked if the HOA can be mandated to establish funding for fence repair and raised concerns regarding the front drive parking.

Mr. Hines is unaware of any law that would allow a mandate for the fence repair funding.

Chairman Roberts made comments in concern of front entry parking. Additionally he proposed no on-street parking, a minimum of 23 foot set back to the garage.

The applicant, Matt Duenwald, 9111 Cypress Waters Blvd, Suite 100 Coppell, Texas 75019, provided an overview of the request.

Commissioner Edwards spoke in opposition of the request as it is presented.

Commissioner Ott asked who would be responsible for the fence repairs, if sidewalks are planned for the development and if the applicant would consider no on street parking.

Mr. Duenwald stated he would inquire to Pulte Homes regarding the liability and no on-street parking. Mr. Duenwald also

confirmed sidewalks are planned within the development.

Commissioner Dalton asked if any wood fencing would be installed between the backyards of the properties upon the initial construction.

Mr. Duenwald stated there would be perimeter fencing, and fencing dividing the individual homes is up to the builder.

Chairman Roberts inquired to the size of the garage.

Mr. Duenwald stated the garage would be a standard 20 foot garage.

Commissioner Welborn inquired as to the location of the utilities.

Chairman Roberts stated the utilities would be located in the front.

Representing the landowner John Muzyka, 1700 Alma Drive, Plano, Texas, spoke in support of the request.

Also speaking in support of the request, Randy Bowers, 1405 Danbury Drive, Garland, Texas 75040 and Vicki Deakins, 5942 Marina Drive, Garland, Texas 75043

Mr. Duenwald stated that the applicant agrees to the suggestion that the parking be restricted to one side of the street.

Motion was made by Commissioner Rose to close the public hearing and open for discussion, seconded by Commissioner Edwards. **Motion carried: 9 Ayes, 0 Nays**

Commissioner Rose asked of Mr. Hines if the Commission could recommend to Council to remove the sidewalk and add the width to the roadway.

Mr. Hines stated there would be nothing preventing the Commission from that recommendation.

Mr. Guerin stated the applicant is meeting the City's technical requirements including the street curb to curb requirements.

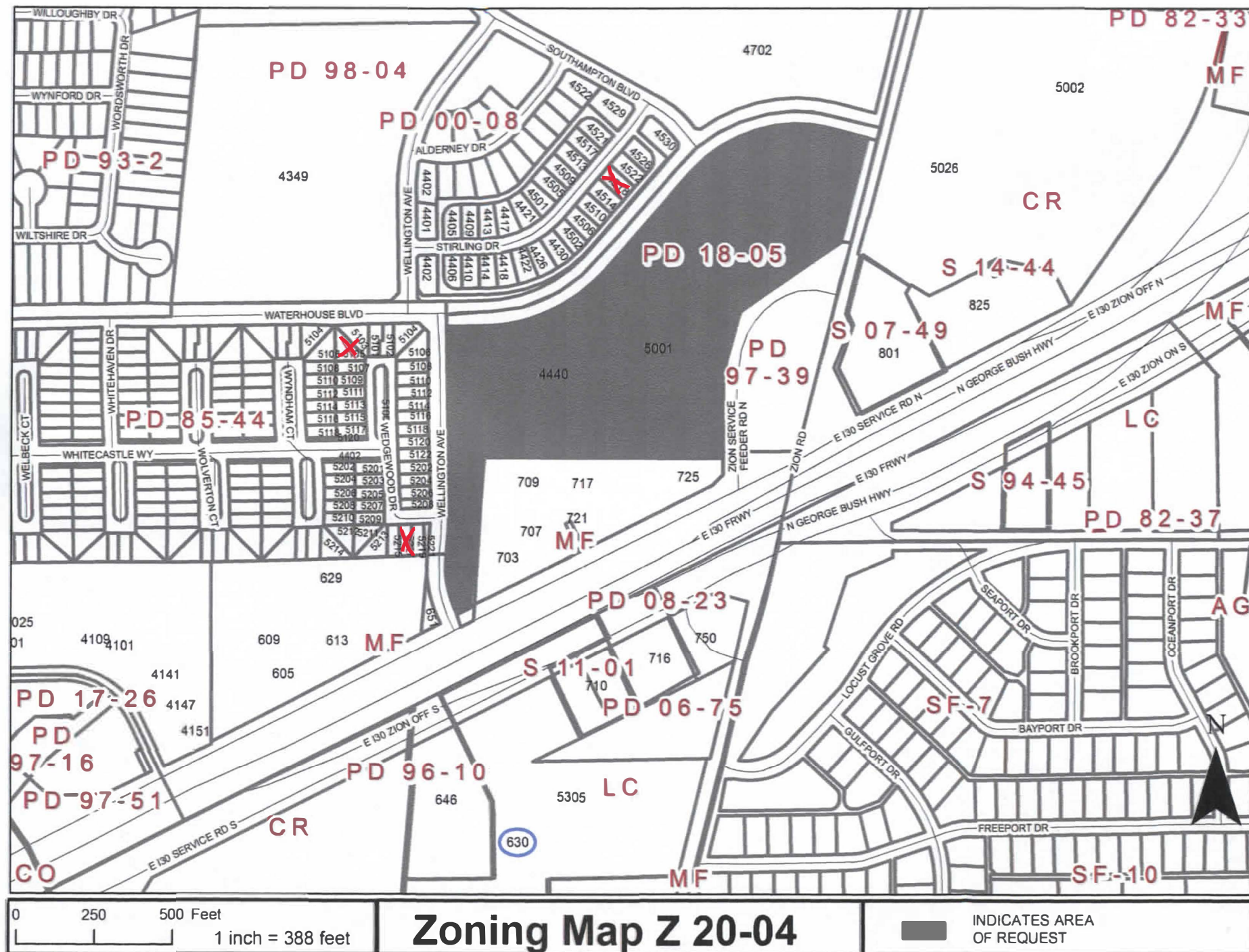
Commissioner Edwards spoke in support of the request if the applicant would utilize parking on one side of the street and sidewalks on the other.

Motion was made by Commissioner Edwards to approve the request with the requested deviation and the provision to only allow either continuous or alternating parking on the street. Seconded by

Commissioner Welborn. **Motion failed: 4 Ayes, 5 Nays** from Chairman Roberts and Commissioners O'Hara, Rose, Williams, Ott.

The Plan Commission then reconsidered the motion with additional facts related to the street cross section, parkway, and lot layout to prevent noncompliant lot, driveway, and building construction.

Motion was made by Commissioner Edwards to **approve** the application with the requested deviations and the provision that no parking be allowed on both sides of the street, so that parking may be continuous along one side of the street or alternating from one side of the street to the other; and the provision that 22 feet of parking be created between the sidewalk and garage, seconded by Commissioner Ott. **Motion carried: 9 Ayes, 0 Nays**



April 15, 2020

Z 20-04

Page 2 of 2



I am in favor of the request.

_____ I am opposed to the request.

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

(Please complete the following information)

630 E IH 30

Your Property Address

Bobby Bonnell

Printed Name

2010 Century Center Blvd #10 Irving TX 75062

Address

City, State

Zip

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

Signature

President

Title

Date:

4/24/20

From: [Janet Robertson](#)
To: [Planning Group](#)
Subject: REF.: Pulte Group Addition FILE Z 20-04
Date: Tuesday, April 21, 2020 1:56:54 PM
Attachments: [Garland Planning Reply.pdf](#)

This is our response to the change. Likely '**will not mean anything**' to the Planning Commission! **Taxes rule, don't they!**

Stephen L. Robertson, Sr.

April 15, 2020

Z 20-04

Page 2 of 2

☐ I am in favor of the request.

☒ I am opposed to the request.

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

AS SENIORS & RETIRED THESE NEW HOMES WILL DRIVE OUR TAXES
& INSURANCE COST UP LIKE MANY WE ARE ON FIXED INCOMES AND
HIGHER COST COULD DRIVE US & OTHERS OUT OF OUR HOMES.
IT'S NICE TO SEE GRASS & TREES, NOT BRICK WALLS!
(Please complete the following information)

5217 WEDGEWOOD DR.

Your Property Address

STEPHEN & JANET ROBERTSON

Printed Name

5217 WEDGEWOOD DR. GARLAND TX 75043

Address

City, State

Zip

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

Stephen & Janet Robertson Owners

Signature

Title

Date: 4/21/2020

From: Brittany Corral [mailto:brittanypothast@gmail.com]

Sent: Friday, April 24, 2020 10:09 AM

To: Planning Group <Planning@garlandtx.gov>

Subject: File Z 20-04

Property Owners: Victor and Brittany Corral

Property and mailing address: 5105 Wedgewood Dr, Garland, TX 75043

I am opposed to the request. Wellington Avenue is already in such disrepair more homes in the area would only contribute more to the issue. The City of Garland doesn't seem to care much about fixing it - when they "attempt to" they only put asphalt patches instead of repairing the road correctly with new concrete.

There are already plenty of homes in this area and we do not need more.

I hope you will decline their request to change the zoning.

Thank you for your consideration,

Victor and Brittany Corral

April 15, 2020

Z 20-04

Page 2 of 2

☐ I am in favor of the request.

☒ I am opposed to the request.

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

The development would create too much traffic in our community/HOA. The removal of the trees and green space will have a negative impact on the beauty of our neighborhood.

(Please complete the following information)

4518 Stirling Dr.
Your Property Address

Laverne Brown
Printed Name

4518 Stirling Dr. Garland, TX 75043
Address City, State Zip

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

Laverne Brown Creator
Signature Title

Date: 4-20-20

☒ I am in favor of the request.

☐ I am opposed to the request.

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

(Please complete the following information)

GISD-Couch Elementary School, 4349 Waterhouse Blvd, Garland, TX 75043

Your Property Address

Paul Gonzales

Printed Name

701 N. First Street

Garland, TX

75040

Address

City, State

Zip

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



Signature

, GISD-Executive Director of Facilities & Maintenance

Title

Date: 4/23/20

Z 20-04

Approval of a Change in Zoning from Planned Development (PD) District 18-05 for Community Retail Uses to a Planned Development (PD) District for Single-Family-5 (SF-5) Uses.

Approval of a Detail Plan for Single-Family-5 (SF-5) Use.

**City Council Meeting
June 2, 2020**



GARLAND

TEXAS MADE HERE

Case Information

Location: 5001 Zion Road

Applicant: Pulte Group

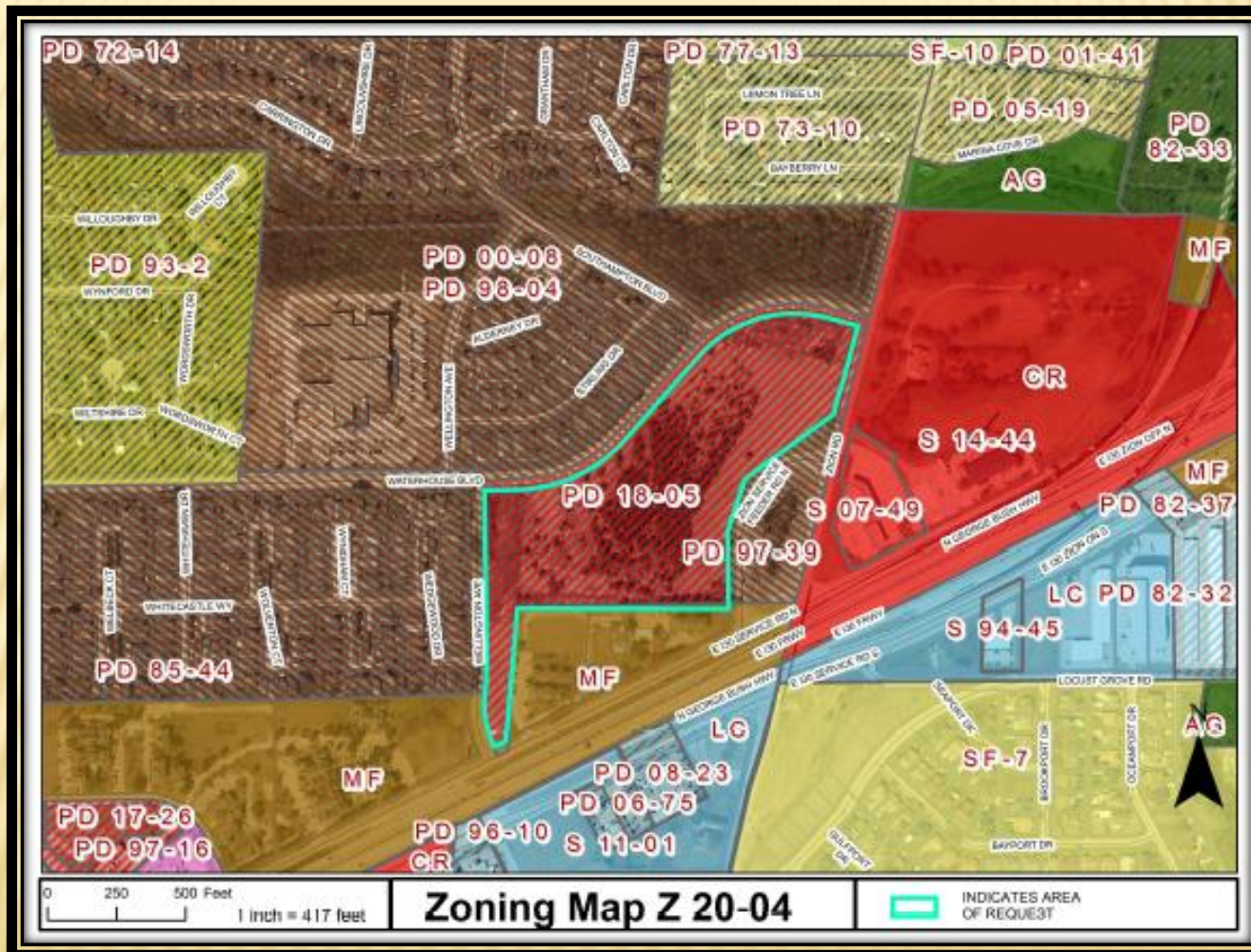
Owner: Oasis Church at Lakeview Assembly of God

Acreage: 18.045 acres

Zoning: Planned Development (PD) 18-05 District for
Community Retail (CR) Uses



Location Map



Z 20-04

Photos



Subject Property from Waterhouse Blvd

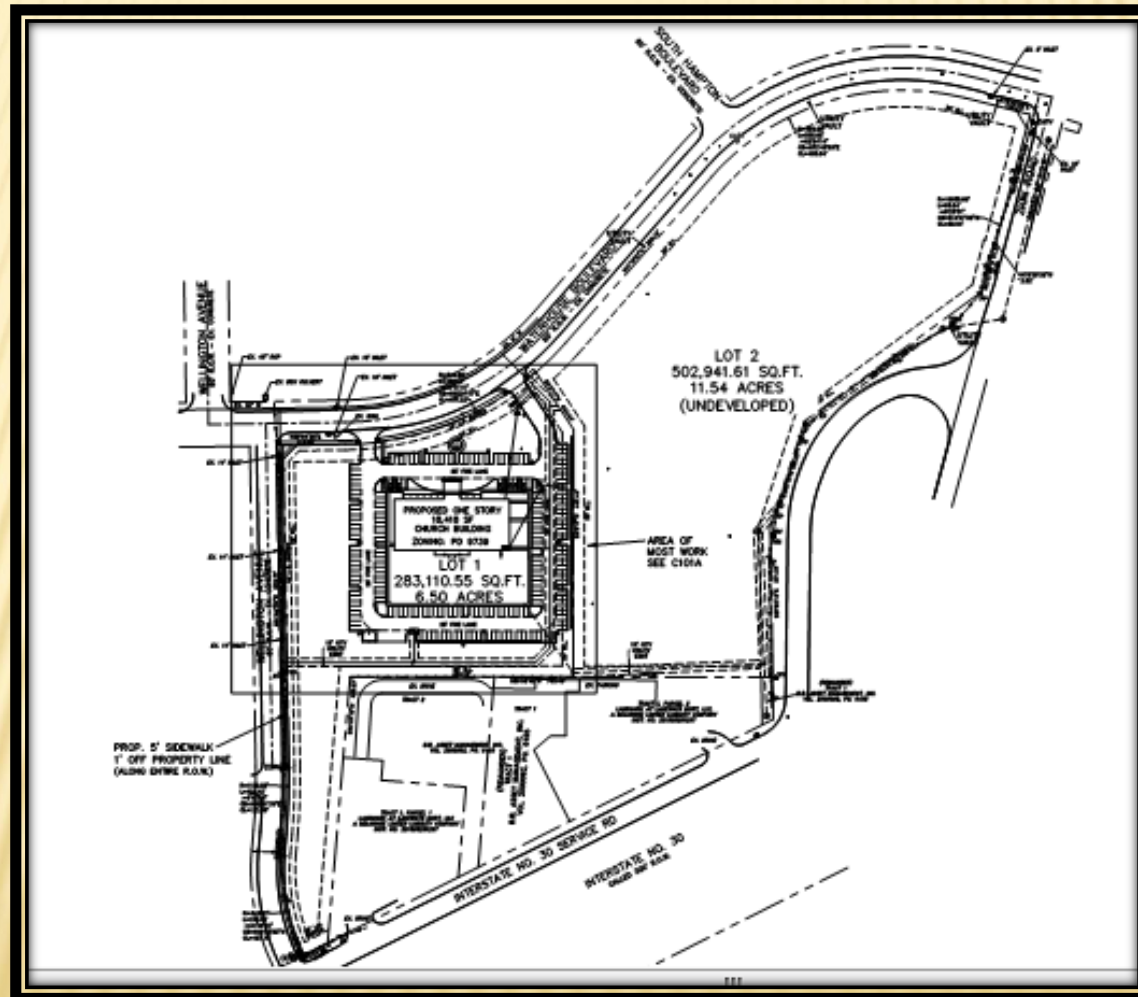


Looking at properties across Waterhouse Blvd



Looking at properties across Wellington Ave

Background (2018)



Consideration

- Proposing base zoning as Single-Family-5 (SF-5) District.
- The table below indicates the deviations proposed

Development Standards	Required	Proposed
Lot Area	5,000 square feet	4,200 square feet (minimum)
Lot Width	55 feet	40 feet
Lot Coverage	50%	60%
Rear Setback adjacent to Street	20 feet	10 feet

Consideration

- **Garage deviation from Section 4.84 (C)(2):**

- Rear entry;
- “J” drives, for front entry properties;
- “Swing” drives, for side entry properties; or
- Offset front entry with the garage door set back at least five feet behind the front building face.

- **Architectural Elements:**

Furthermore, each garage shall incorporate at least two (2) of the following architectural elements.

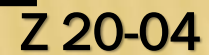
- Sconce lighting
- Decorative banding or moldings
- Decorative overhangs above garage doors
- Eyebrow soldier course over garage doors
- Decorative vent covers on gable above garage
- Upgraded carriage style garage doors or faux wood garage doors

Consideration

- Landscape complies with the applicable GDC screening and landscape regulations.
- Building elevations comply with all other applicable GDC building design standards.



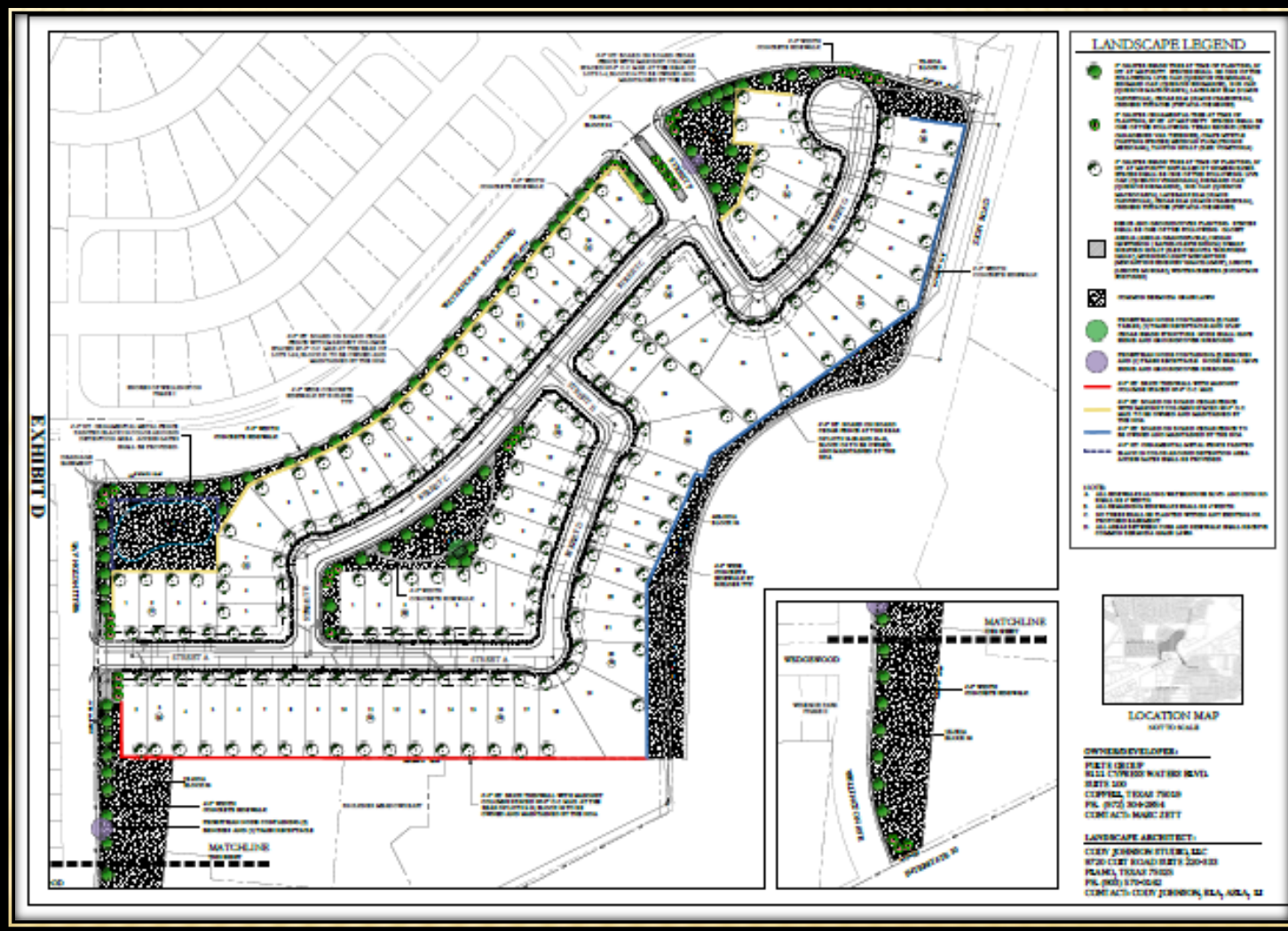
Site Plan







Z 20-04



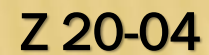


Landscape Plan



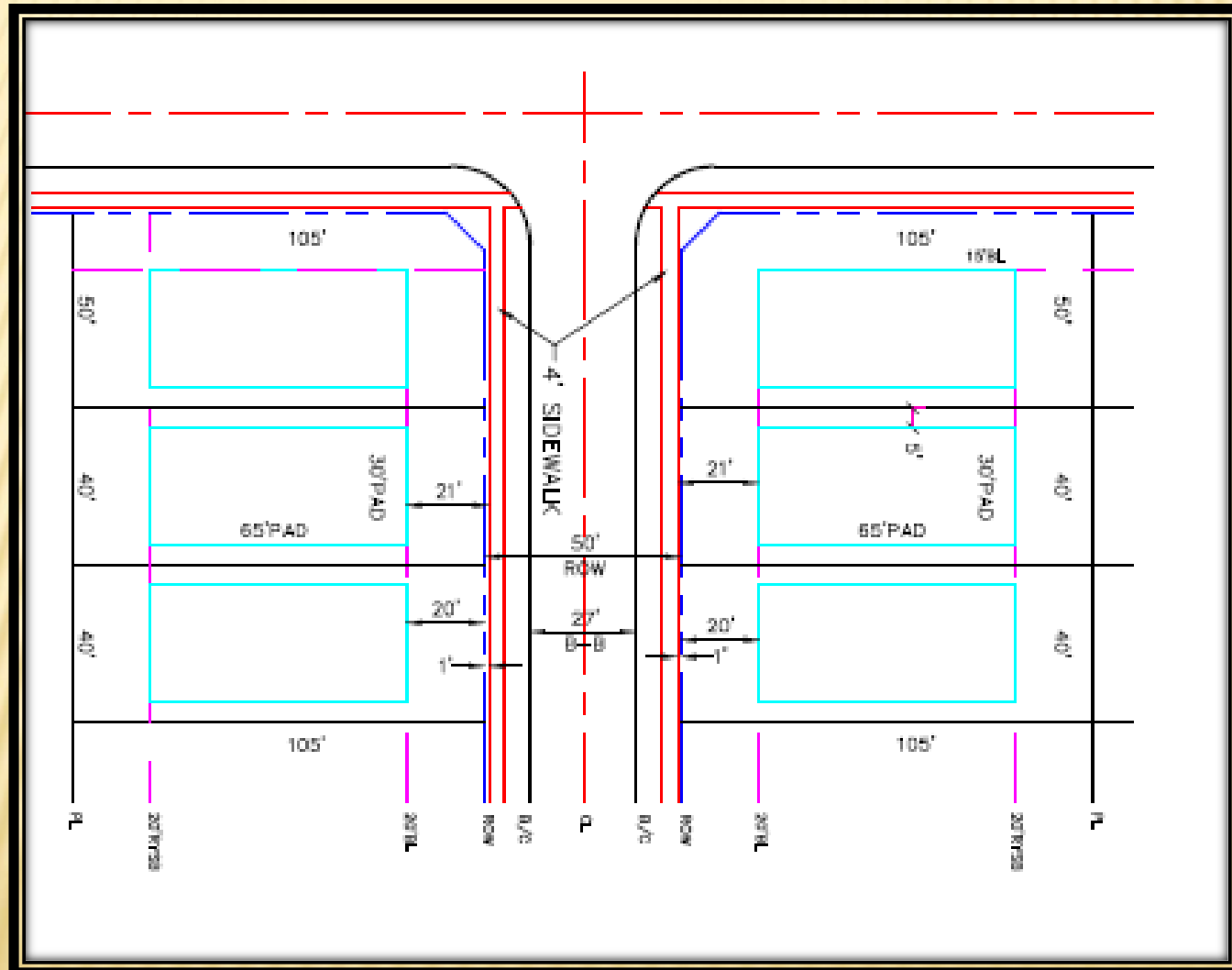
Sample Elevations





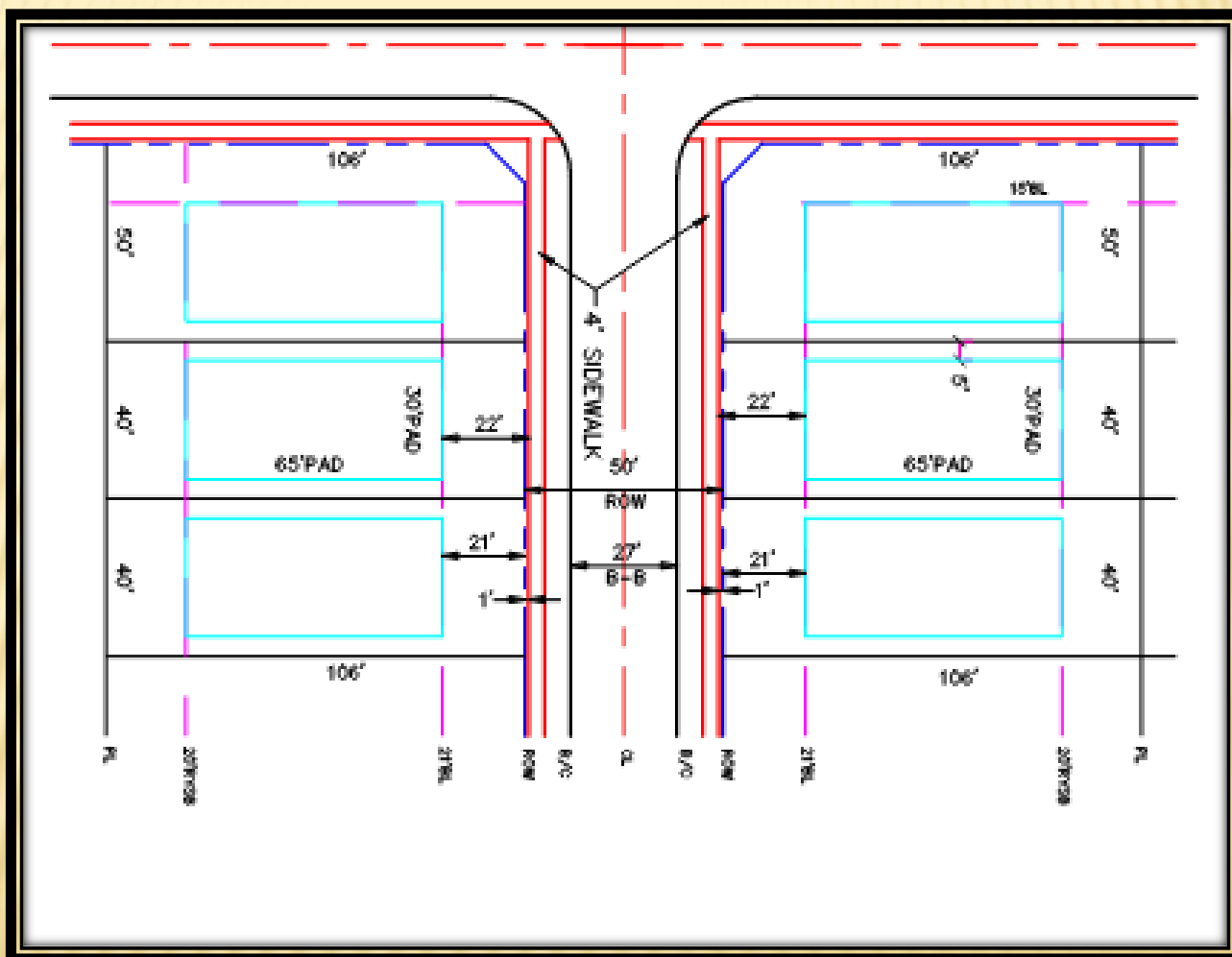


Proposed Lot Plan





Z 20-04



Consideration

Alley Waivers

- Alleys are not proposed, all lots would have front vehicular access on a 50-foot right-of-way; and utilities and drainage would be provided through easements.
- Section 3.80 of the GDC requires lots in residential subdivisions of 2 or more lots to be served by an alley.
- Alleys are utilized to facilitate drainage for the subdivision development, provide an area for the placement of utilities, and to provide rear access to a single-family lot.
- Engineering Department reviewed and found the layout is conducive to adequate drainage, meeting City requirements.



GARLAND PLANNING REPORT

City Council Regular Session Agenda

8. b.

Meeting Date: 06/02/2020

Item Title: Z 20-04 Pulte Group - Detail Plan (District 3)

Submitted By: Nabiha Ahmed, Development Planner

REQUEST

Approval of a Detail Plan for Single-Family-5 (SF-5) Uses.

LOCATION

5001 Zion Road

OWNER

Oasis Church at Lakeview Assembly of God

PLAN COMMISSION RECOMMENDATION

On May 11, 2020 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Detail Plan for Single-Family-5 (SF-5) Uses, in accordance with the motion made for the zoning item.

STAFF RECOMMENDATION

Approval of a Detail Plan for Single-Family-5 (SF-5) Uses.

BACKGROUND

In 2018, City Council approved Planned Development (PD) 18-05 District for Community Retail (CR) Uses. PD 18-05 consists of two (2) lots. A Church or a Place of Worship is permitted on Lot 1 as approved with a Detail Plan in PD 18-05. A Detail Plan is required for the remaining Lot 2 prior to development.

The applicant requests the development of single-family detached homes on both Lot 1 and Lot 2. The development will consist of eighty-nine (89) detached single-family dwelling units and six (6) HOA lots.

SITE DATA

The subject site consists of approximately 18.045 acres. The site has approximately 1,059 linear feet of frontage along Wellington Avenue, 758.88 linear feet of frontage along Zion Road and 633.43 linear feet of frontage along Waterhouse Boulevard. The single-family residential development would be accessed from Waterhouse Boulevard and Wellington Avenue.

USE OF PROPERTY UNDER CURRENT ZONING

Planned Development (PD) 18-05 District has two (2) lots. Lot 1 allows the construction of a Church or Place of Worship. Lot 2 allows any use permitted in the Community Retail (CR) District. A Detail Plan is required for Lot 2 prior to development.

The Community Retail (CR) District is intended to accommodate a variety of retail, service, and business establishments that may or may not be designed in a shopping center configuration. The district may be used as a transition district between lower intensity retail or office uses and more intense uses. A Community Retail (CR) District is generally appropriate along major transportation corridors but is generally not appropriate in proximity to low density residential districts without significant buffering and screening features. An example of allowed use in a Community Retail (CR) District is a retail shopping area that may be large in scale with very limited or no outside storage. Traffic generated by uses in a Community Retail (CR) District must be focused onto the major thoroughfare network. Development in a Community Retail (CR) District may not be designed in a manner that increases traffic through residential areas.

CONSIDERATIONS

Detail Plan

1. The applicant proposes to amend the existing Detail Plan for development of single-family residential homes. The Detail Plan shows eighty-nine (89) single-family detached homes and six (6) HOA lots.
2. The applicant requests to deviate from the required SF-5 District development standards per Section 2.34 (Table 2-3) of the GDC. The table below indicates the deviations proposed.

Development Standards	Required	Proposed
Lot Area	5,000 square feet	4,200 square feet (minimum)
Lot Width	55 feet	40 feet
Lot Coverage	50%	60%
Rear Setback adjacent to Street	20 feet	10 feet

Screening and Landscaping:

3. The proposed landscape layout (Exhibit D) complies with the applicable screening and landscape regulations of the Garland Development Code (GDC). Per the GDC, a screening wall is required along a thoroughfare Type "D" or greater. Both Zion Road and Waterhouse Boulevard are less than Type "D" per the Thoroughfare Plan. Therefore, screening is not required for this development. However, a six (6)-foot high board-on-board cedar fence with masonry columns is proposed along Waterhouse Boulevard and a six (6)-foot high board-on-board cedar fence is proposed along Zion

Road. Wellington Avenue is a Type “F” thoroughfare and screening is not required. However, the proposed six (6)-foot high brick thin wall with masonry columns to the south of the property and adjacent to the Multi-Family (MF) District will wrap around Lot 2, Block 3 and provide some screening along Wellington Avenue. In addition, the proposed four (4)-foot high ornamental fence around the detention pond along with the six (6)-foot high board-on-board cedar fence with masonry columns will screen north of proposed development along Wellington Avenue.

Garages:

4. The proposed development will consist of front entry garages. The applicant is proposing to deviate from the following requirements per Section 4.84 (C)(2) listed below:

- Rear entry;
- “J” drives, for front entry properties;
- “Swing” drives, for side entry properties; or
- Offset front entry with the garage door set back at least five feet behind the front building face.

Furthermore, per the application, each garage shall incorporate at least two (2) of the following architectural elements.

Architectural Elements:

- Sconce lighting
- Decorative banding or moldings
- Decorative overhangs above garage doors
- Eyebrow soldier course over garage doors
- Decorative vent covers on gable above garage
- Upgraded carriage style garage doors or faux wood garage doors

Masonry Requirement

5. The applicant proposes all elevations facing a dedicated street shall be 80% masonry or stone excluding gables, windows, doors, dormers, insets, areas under covered porches or other architectural projections and/or accents.

COMPREHENSIVE PLAN

The Envision Garland Plan designates the subject property as Urban Neighborhoods. Urban Neighborhoods are higher density residential developments. This residential option may utilize vertical mixed-use integrated into the surrounding area, reflecting the area’s dominant character or, when desired, promoting a new character.

Urban Neighborhoods are characterized by moderate to high density single-family attached and multifamily residential units, greater than 12 dwelling units per acre.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the north of the subject property, across Waterhouse Boulevard, are zoned Planned Development (PD) 98-04 for Single-Family Uses and developed with single-family residences. The properties to the east, across Zion Road, are zoned Community Retail (CR) District and are developed with a hotel/motel and a gas station. The properties to the south are zoned Multi-Family (MF) District and are developed with two apartment complexes. The properties to the west, across Wellington Avenue, are zoned Planned Development (PD) 85-44 District for Mixed Uses and Multi-Family (MF) District; these properties are developed with single-family homes, patio homes and an apartment complex.

The Single-Family Residential districts are intended to provide for development of primarily low-density detached, single-family residences on a variety of lot sizes, churches, schools, and public parks in logical, livable, and sustainable neighborhoods. The proposed use is compatible with the surrounding development.

Attachments

Z 20-04 Pulte Group - Detail Plan Attachments and Exhibits

Z 20-04 Pulte Group Responses

Z 20-04 Pulte Group Staff Presentation

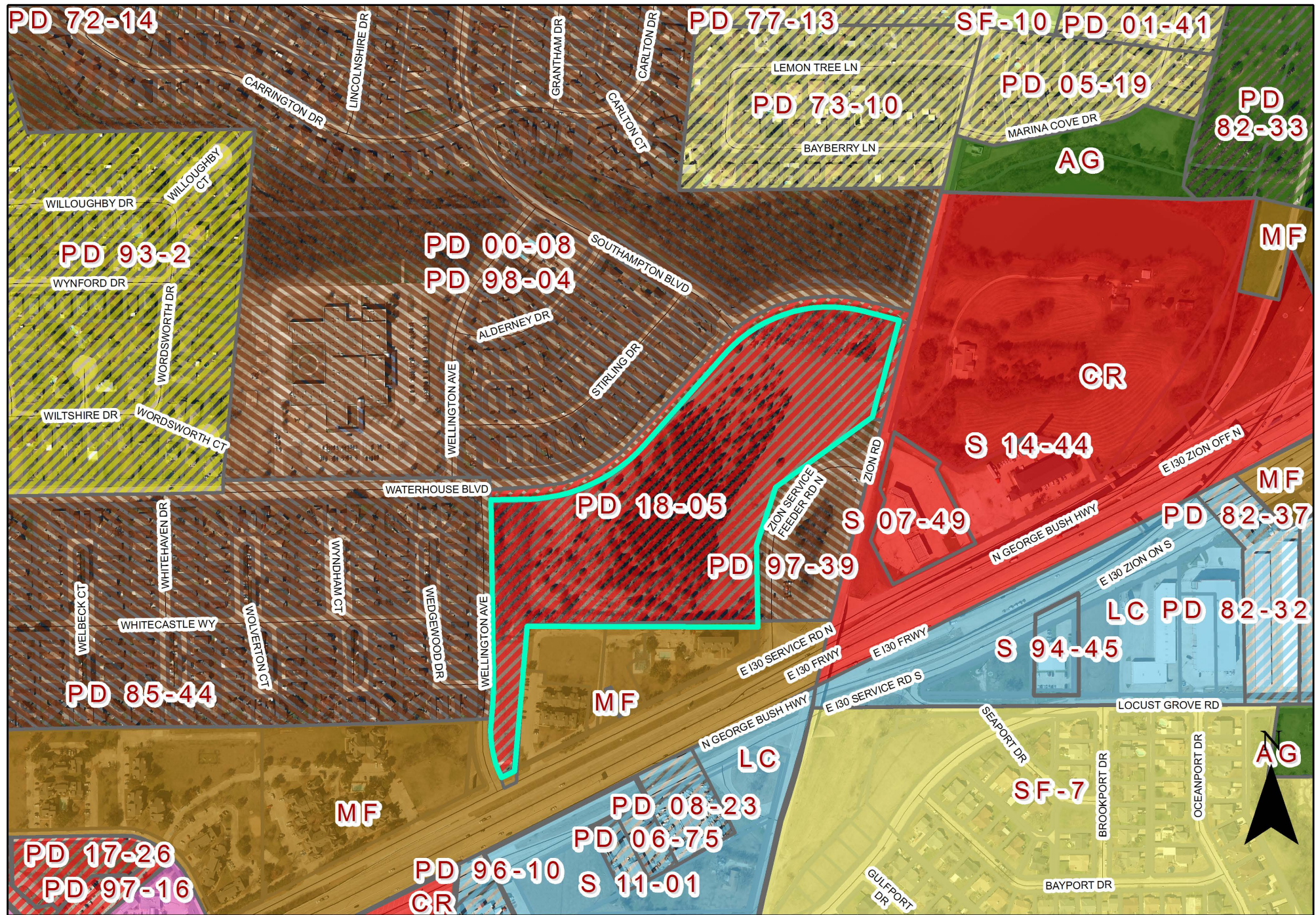


EXHIBIT C

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DWG NAME: K:\P\1\2019\201917 - ZON ROAD\CD\PRELIMINARY\PLANS\SHEDS-2 DETAIL PLANDWG [Detail Plan D3]
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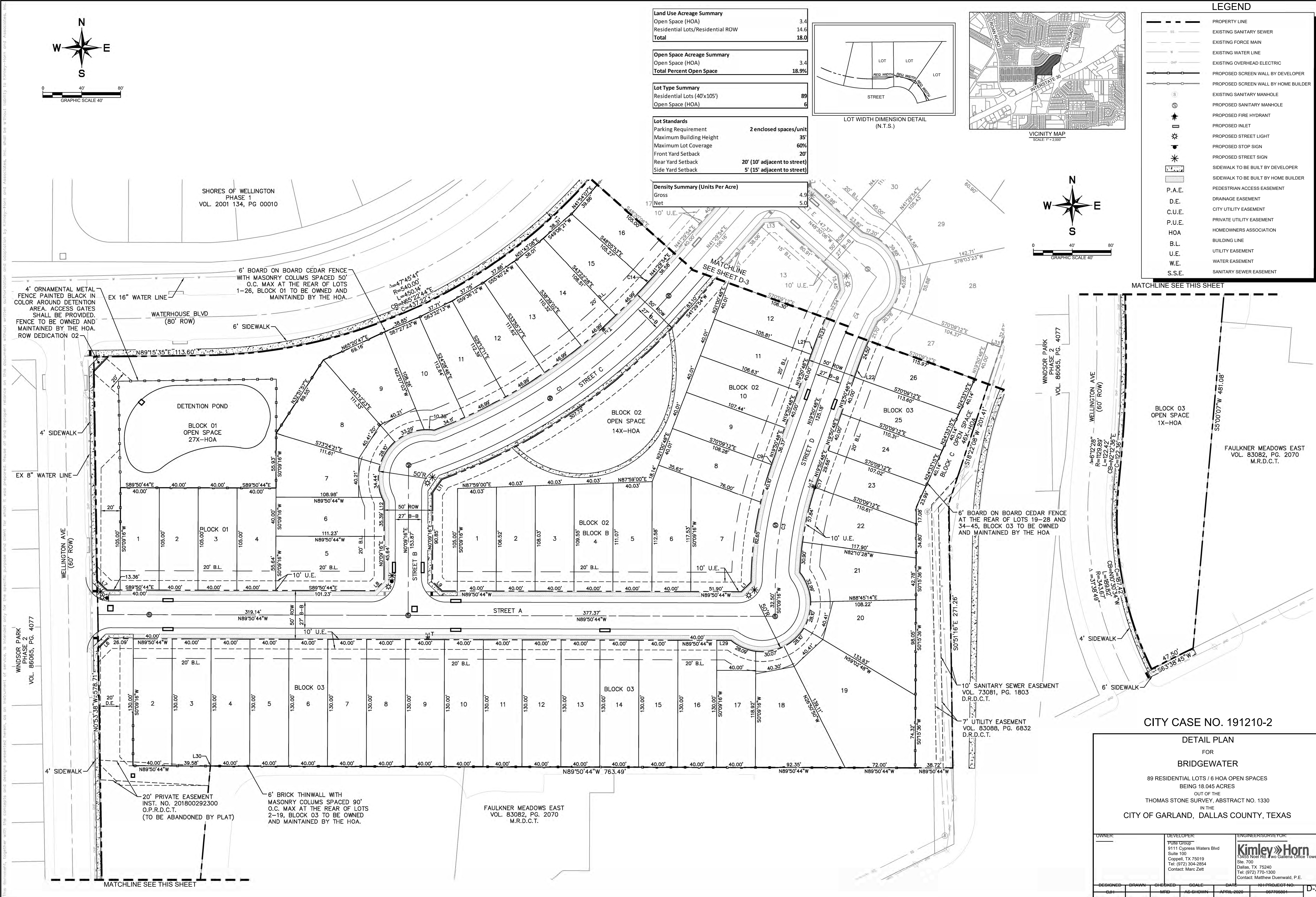
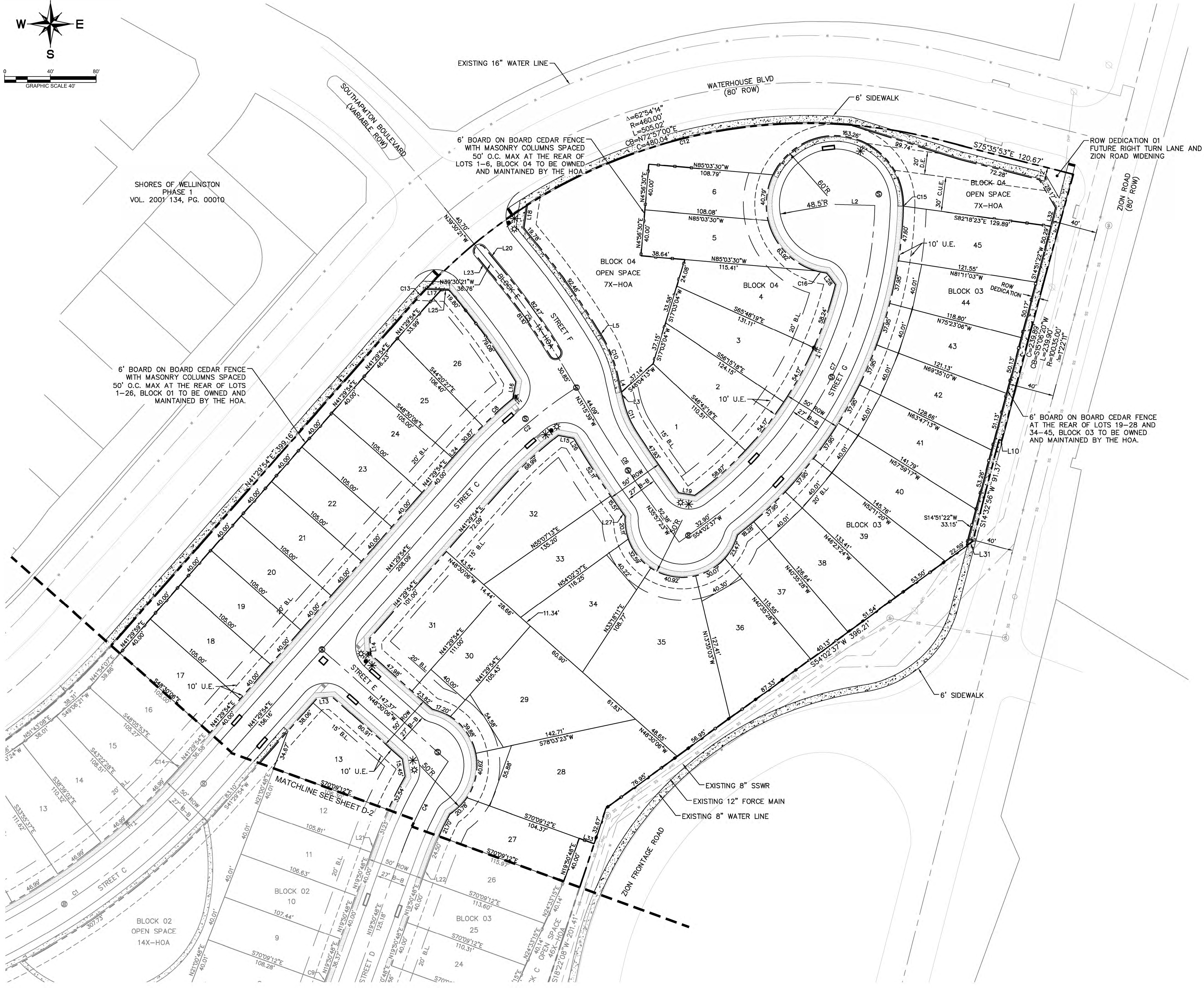
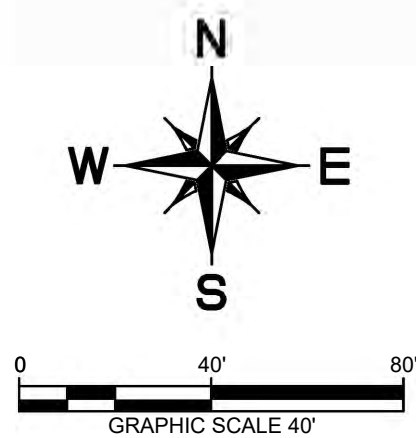
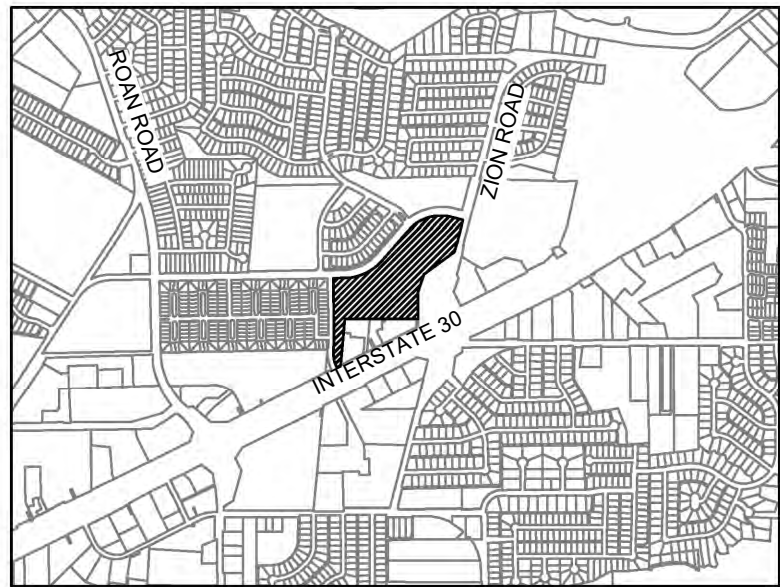


EXHIBIT C

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LEGEND	
	PROPERTY LINE
	EXISTING SANITARY SEWER
	EXISTING FORCE MAIN
	EXISTING WATER LINE
	EXISTING OVERHEAD ELECTRIC
	PROPOSED SCREEN WALL
	EXISTING SANITARY MANHOLE
	PROPOSED SANITARY MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED INLET
	PROPOSED ON GRADE INLET
	PROPOSED STREET LIGHT
	PROPOSED STOP SIGN
	PROPOSED STREET SIGN
	PEDESTRIAN ACCESS EASEMENT
	DRAINAGE EASEMENT
	CITY UTILITY EASEMENT
	PRIVATE UTILITY EASEMENT
	HOMEOWNERS ASSOCIATION
	BUILDING LINE
	UTILITY EASEMENT
	WATER EASEMENT
	SANITARY SEWER EASEMENT



Land Use Acreage Summary	
Open Space (HOA)	3.4
Residential Lots/Residential ROW	14.6
Total	18.0

Open Space Acreage Summary	
Open Space (HOA)	3.4
Total Percent Open Space	18.9%

Lot Type Summary	
Residential Lots (40'x105')	89
Open Space (HOA)	6

Lot Standards	
Parking Requirement	2 enclosed spaces/unit
Maximum Building Height	35'
Maximum Lot Coverage	60%
Front Yard Setback	20'
Rear Yard Setback	20' (10' adjacent to street)
Side Yard Setback	5' (15' adjacent to street)

Density Summary (Units Per Acre)	
Gross	4.9
Net	5.0

CITY CASE NO. 191210-2

DETAIL PLAN

FOR

BRIDGEWATER

89 RESIDENTIAL LOTS / 6 HOA OPEN SPACES
BEING 18.045 ACRES

OUT OF THE
THOMAS STONE SURVEY, ABSTRACT NO. 1330

IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER:		DEVELOPER:		ENGINEER/SURVEYOR:	
		Pulte Group 9111 Cypress Waters Blvd Suite 100 Coppell, TX 75019 Tel: (972) 304-2854 Contact: Marc Zell		Kimley-Horn 1345 Noel Rd., 4th Floor Dallas, TX 75240 Tel: (972) 770-1300 Contact: Matthew Duenwald, P.E.	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	PROJECT NO.
G.H.		M.D.	AS SHOWN	APRIL 2010	067765661

PLATTED BY: MATH, 01/21/2020 1:41 PM
DRAWN NAME: KIMLEY-HORN
LAST SAVED: 4/15/2020 09:25 AM
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CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	595.00'	322.56'	N57°01'44"E	318.63'	31°03'41"	165.35'
C2	400.00'	111.56'	S49°29'16"W	111.19'	15°58'45"	56.14'
C3	350.00'	120.29'	S10°00'02"W	119.70'	19°41'32"	60.75'
C4	350.00'	89.59'	S27°10'45"W	89.34'	14°39'55"	45.04'
C5	600.00'	86.34'	N35°23'00"W	86.27'	8°14'41"	43.24'
C6	800.00'	65.56'	S33°36'31"E	65.54'	4°41'44"	32.80'
C7	350.00'	320.64'	N27°47'57"E	309.54'	52°29'19"	172.56'
C8	425.00'	35.59'	S48°03'29"W	35.58'	4°47'52"	17.80'
C9	375.00'	3.63'	S19°34'09"W	3.63'	0°33'18"	1.82'
C10	111.50'	36.74'	N21°49'18"W	36.57'	18°52'43"	18.54'
C11	88.50'	30.94'	S22°23'52"E	30.78'	20°01'50"	15.63'
C12	460.00'	295.79'	N76°05'58"E	290.72'	36°50'33"	153.21'
C13	460.00'	14.69'	N42°24'47"E	14.69'	1°49'48"	7.35'
C14	570.00'	4.02'	N41°42'00"E	4.02'	0°24'13"	2.01'
C15	375.00'	0.15'	S1°31'55"W	0.15'	0°01'24"	0.08'
C16	60.00'	8.99'	N78°50'29"W	8.98'	8°34'58"	4.50'
C17	325.00'	10.35'	S18°56'05"W	10.35'	1°49'26"	5.17'

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.17	N45°15'18.84"E
L2	35.00	S88°26'42.72"E
L3	5.67	N12°22'56.71"W
L4	14.73	N12°22'56.71"W
L5	4.72	N31°15'39.31"W
L6	14.01	S44°37'48.61"W
L7	14.24	S45°29'28.65"E
L8	14.14	N45°09'15.61"E
L9	14.14	N44°50'44.39"W
L10	2.52	N75°24'41.39"W
L11	16.36	N35°16'34.87"E
L12	35.39	N0°09'15.61"E
L13	14.14	S86°29'53.61"W
L14	14.14	N3°30'06.39"W
L15	13.39	S79°13'44.71"E
L16	15.05	N9°55'54.42"E
L17	13.39	S87°48'28.72"E
L18	20.03	S8°37'09.09"W
L19	14.21	S80°41'34.71"E
L20	28.79	S39°30'20.67"E

LINE TABLE		
LINE	LENGTH	BEARING
L21	8.81	N19°50'47.77"E
L22	15.52	N19°50'47.77"E
L23	28.79	N39°30'20.67"W
L24	7.67	N41°29'53.61"E
L25	6.70	S87°48'28.72"E
L26	7.66	N31°15'39.31"W
L27	6.42	S35°57'23.39"E
L28	12.73	N37°26'01.59"W
L29	14.59	N89°50'44.39"W
L30	0.42	N89°50'44.39"W
L31	7.21	S54°02'36.61"W
L32	16.66	N14°51'21.79"E
L33	13.89	S70°09'12.23"E

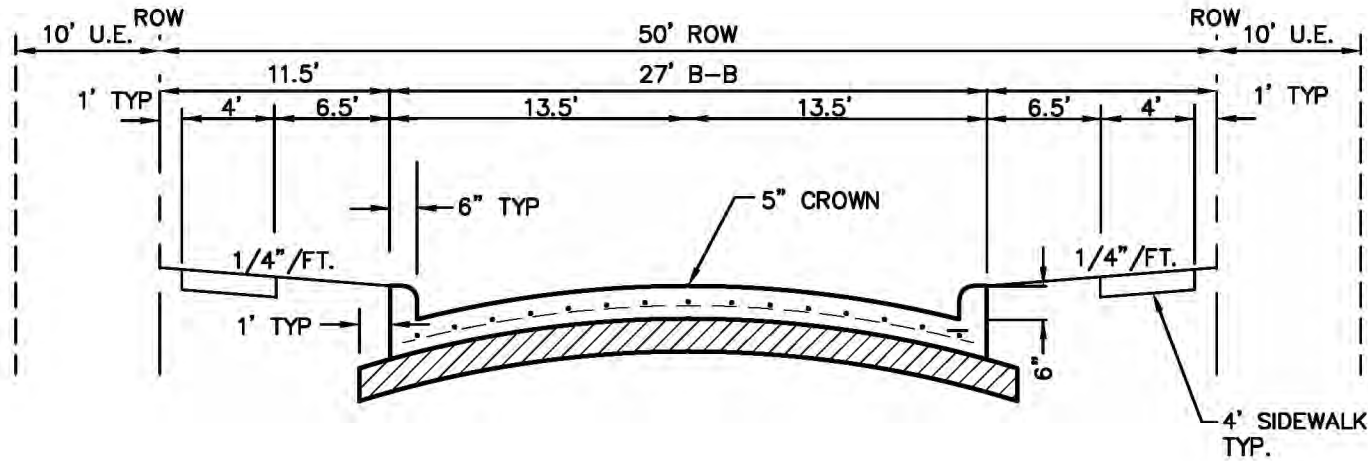
LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK 01 HOA LOT 27X	0.875	38,112
BLOCK 01 LOT 1	0.096	4,200
BLOCK 01 LOT 2	0.096	4,200
BLOCK 01 LOT 3	0.096	4,200
BLOCK 01 LOT 4	0.096	4,200
BLOCK 01 LOT 5	0.141	6,139
BLOCK 01 LOT 6	0.102	4,444
BLOCK 01 LOT 7	0.121	5,265
BLOCK 01 LOT 8	0.143	6,244
BLOCK 01 LOT 9	0.124	5,399
BLOCK 01 LOT 10	0.106	4,621
BLOCK 01 LOT 11	0.110	4,775
BLOCK 01 LOT 12	0.109	4,756
BLOCK 01 LOT 13	0.108	4,717
BLOCK 01 LOT 14	0.107	4,658
BLOCK 01 LOT 15	0.105	4,562
BLOCK 01 LOT 16	0.097	4,230
BLOCK 01 LOT 17	0.096	4,200
BLOCK 01 LOT 18	0.096	4,200
BLOCK 01 LOT 19	0.096	4,200

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK 01 LOT 20	0.096	4,200
BLOCK 01 LOT 21	0.096	4,200
BLOCK 01 LOT 22	0.096	4,200
BLOCK 01 LOT 23	0.096	4,200
BLOCK 01 LOT 24	0.096	4,200
BLOCK 01 LOT 25	0.102	4,464
BLOCK 01 LOT 26	0.138	6,008
BLOCK 02 HOA LOT 14X	0.513	22,329
BLOCK 02 LOT 1	0.097	4,230
BLOCK 02 LOT 2	0.099	4,291
BLOCK 02 LOT 3	0.100	4,352
BLOCK 02 LOT 4	0.101	4,412
BLOCK 02 LOT 5	0.103	4,473
BLOCK 02 LOT 6	0.113	4,925
BLOCK 02 LOT 7	0.157	6,828
BLOCK 02 LOT 8	0.101	4,384
BLOCK 02 LOT 9	0.099	4,314
BLOCK 02 LOT 10	0.098	4,281
BLOCK 02 LOT 11	0.115	5,023
BLOCK 02 LOT 12	0.097	4,230

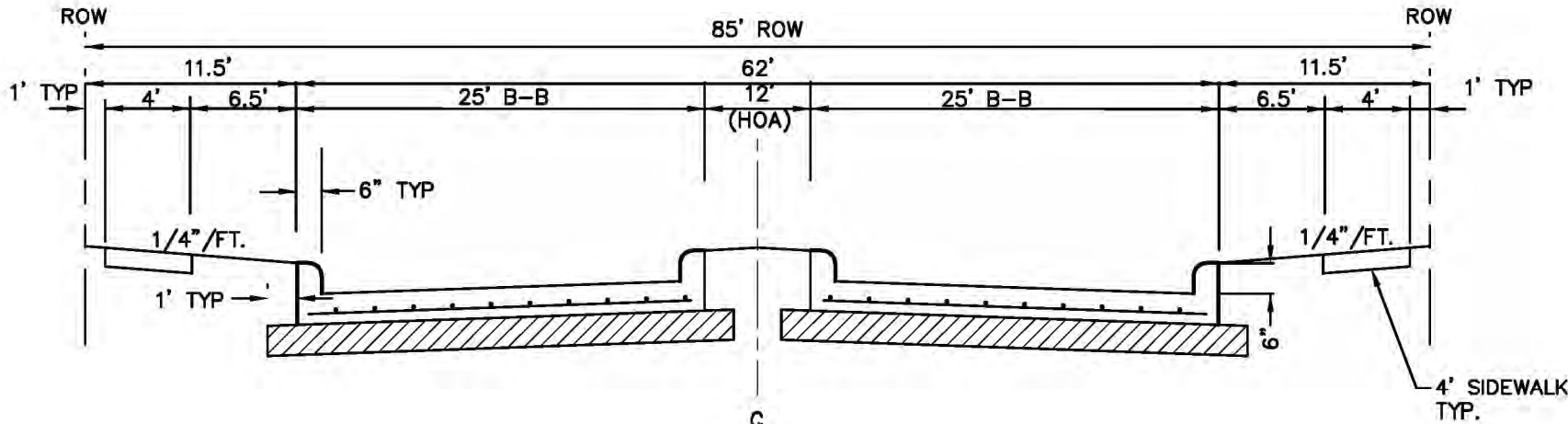
LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK 02 LOT 13	0.149	6,477
BLOCK 03 HOA LOT 1X	1.126	49,061
BLOCK 03 HOA LOT 46X	0.306	13,328
BLOCK 03 LOT 2	0.119	5,200
BLOCK 03 LOT 3	0.119	5,200
BLOCK 03 LOT 4	0.119	5,200
BLOCK 03 LOT 5	0.119	5,200
BLOCK 03 LOT 6	0.119	5,200
BLOCK 03 LOT 7	0.119	5,200
BLOCK 03 LOT 8	0.119	5,200
BLOCK 03 LOT 9	0.119	5,200
BLOCK 03 LOT 10	0.119	5,200
BLOCK 03 LOT 11	0.119	5,200
BLOCK 03 LOT 12	0.119	5,200
BLOCK 03 LOT 13	0.119	5,200
BLOCK 03 LOT 14	0.119	5,200
BLOCK 03 LOT 15	0.119	5,200
BLOCK 03 LOT 16	0.119	5,200
BLOCK 03 LOT 17	0.115	5,023
BLOCK 03 LOT 18	0.170	7,415

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK 03 LOT 19	0.258	11,241
BLOCK 03 LOT 20	0.162	7,051
BLOCK 03 LOT 21	0.137	5,982
BLOCK 03 LOT 22	0.121	5,255
BLOCK 03 LOT 23	0.098	4,271
BLOCK 03 LOT 24	0.100	4,346
BLOCK 03 LOT 25	0.103	4,478
BLOCK 03 LOT 26	0.106	4,602
BLOCK 03 LOT 27	0.103	4,473
BLOCK 03 LOT 28	0.254	11,062
BLOCK 03 LOT 29	0.205	8,920
BLOCK 03 LOT 30	0.101	4,386
BLOCK 03 LOT 31	0.147	6,386
BLOCK 03 LOT 32	0.191	8,317
BLOCK 03 LOT 33	0.120	5,218
BLOCK 03 LOT 34	0.131	5,692
BLOCK 03 LOT 35	0.283	12,329
BLOCK 03 LOT 36	0.156	6,787
BLOCK 03 LOT 37	0.113	4,902
BLOCK 03 LOT 38	0.132	5,768

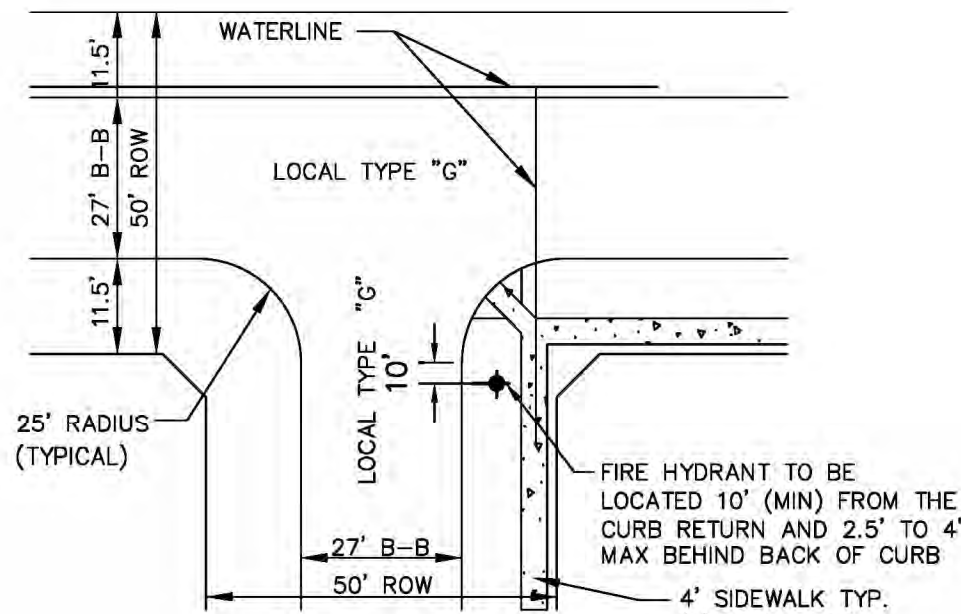
LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK 03 LOT 39	0.144	6,259
BLOCK 03 LOT 40	0.154	6,716
BLOCK 03 LOT 41	0.139	6,033
BLOCK 03 LOT 42	0.126	5,507
BLOCK 03 LOT 43	0.121	5,260
BLOCK 03 LOT 44	0.121	5,271
BLOCK 03 LOT 45	0.140	6,102
BLOCK 04 HOA LOT 7X	0.595	25,908
BLOCK 04 LOT 1	0.143	6,232
BLOCK 04 LOT 2	0.120	5,229
BLOCK 04 LOT 3	0.128	5,572
BLOCK 04 LOT 4	0.139	6,075
BLOCK 04 LOT 5	0.112	4,900
BLOCK 04 LOT 6	0.097	4,245
BLOCK 05 HOA LOT 1X	0.027	1,184
ROW DEDICATION 01	0.093	4,062
ROW DEDICATION 02	0.003	112



50' RESIDENTIAL STREET
NTS



85' DIVIDED ENTRY STREET
NTS



RESIDENTIAL STREET INTERSECTING
RESIDENTIAL STREET
NTS

All that certain lot, tract or parcel of land situated in the Thomas Stone Survey, Abstract No. 1330, City of Garland, Dallas County, Texas, and being part of that tract of land described as the Second Parcel in a Deed from Garth W. Daniel, et ux, to Thomas Gorman, Bishop, Roman Catholic Diocese Dallas, as recorded in Volume 3848, Page 427 of the Deed Records of Dallas County, Texas (hereinafter called Subject Tract One), and being part of that tract of land described in a Deed from Glenn Justice to Thomas Gorman, Bishop, Roman Catholic Diocese Dallas Fort-Worth, as recorded in Volume 5030, Page 357 of the Deed Records of Dallas County, Texas (hereinafter called Subject Tract Two), and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "CARTER & BURGESS" found for corner at the intersection of the East line of Wellington Avenue (80' right-of-way per plat recorded in Volume 86065, Page 4077 of the Map Records of Dallas County, Texas), with the South line of Waterhouse Boulevard (80' right-of-way per plat recorded in Volume 2000134, Page 10 of the Map Records of Dallas County, Texas),

THENCE S. 89 deg. 48 min. 00 sec. E. with the South line of Waterhouse Boulevard a distance of 113.60 feet to a 1/2" iron rod with plastic cap stamped "STOVALL & ASSOC." set (hereinafter called 1/2" iron rod set) for corner at the beginning of a curve to the left;

THENCE in a Northeasterly direction with the Southeast line of Waterhouse Boulevard and with said curve to the left having a central angle of 47 deg. 45 min. 41 sec., a radius of 540.00 feet, a chord bearing of N. 73 deg. 53 min. 09 sec. E., a chord distance of 437.22 feet and an arc length of 450.14 feet to a 1/2" iron rod set for corner;

THENCE N. 42 deg. 26 min. 19 sec. E. with the Southeast line of Waterhouse Boulevard a distance of 399.16 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction with the Southeast line of Waterhouse Boulevard and with said curve to the right having a central angle of 62 deg. 54 min. 14 sec., a radius of 460.00 feet, a chord bearing of N. 73 deg. 53 min. 25 sec. E., a chord distance of 480.04 feet and an arc length of 505.02 feet to a 1/2" iron rod set for corner;

THENCE S. 74 deg. 39 min. 28 sec. E. with the South line of Waterhouse Boulevard a distance of 120.67 feet to a 5/8" iron rod with cap stamped "CITY OF GARLAND" found for corner at the intersection of the South line of Waterhouse Boulevard with the West line of Zion Road, said point also being the Northwest corner of that tract of land conveyed to the City of Garland by Deed recorded in Volume 2004155, Page 6786 of the Deed Records of Dallas County, Texas;

THENCE S. 16 deg. 06 min. 07 sec. W. with the West line of Zion Road a distance of 171.25 feet to a 5/8" iron rod with cap stamped "CITY OF GARLAND" found for corner at the beginning of a curve to the left;

THENCE in a Southwesterly direction with the West line of Zion Road and with said curve to the left having a central angle of 00 deg. 23 min. 31 sec., a radius of 10035.00 feet, a chord bearing of S. 15 deg. 54 min. 22 sec. W., a chord distance of 68.64 feet and an arc length of 68.64 feet to a 5/8" iron rod with cap stamped "CITY OF GARLAND" found for corner in the North line of Interstate Highway No. 30 at the Southwest corner of said City of Garland tract;

THENCE N. 74 deg. 28 min. 16 sec. W. with a North line of Interstate Highway No. 30 a distance of 2.52 feet to a 1/2" iron rod set for corner at a Northwest corner of Interstate Highway No. 30;

THENCE S. 15 deg. 29 min. 21 sec. W. with a Northwest line of Interstate Highway No. 30 a distance of 91.37 feet to a 5/8" iron rod with cap stamped "CITY OF GARLAND" found for corner;

THENCE S. 54 deg. 59 min. 02 sec. W. with a Northwest line of Interstate Highway No. 30 a distance of 396.21 feet to a 1/2" iron rod set for corner;

THENCE S. 19 deg. 18 min. 33 sec. W. with a Northwest line of Interstate Highway No. 30 a distance of 201.41 feet to a concrete monument with brass cap stamped "XDOT" found for corner;

THENCE S. 00 deg. 05 min. 09 sec. W. with a West line of Interstate Highway No. 30 a distance of 271.26 feet to a 1/2" iron rod found for corner at the Northeast corner of Lot 1, Block 1 of Faulkner Meadows East, an Addition to the City of Garland, according to the Plat thereof recorded in Volume 83082, Page 2070 of the Map Records of Dallas County, Texas;

THENCE N. 88 deg. 54 min. 19 sec. W. with the North line of Faulkner Meadows East a distance of 763.49 feet to

a 1/2" iron rod with cap stamped "RPLS 1988" found for corner at the Northwest corner of Faulkner Meadows East;

THENCE S. 05 deg. 56 min. 32 sec. W. with the West line of Faulkner Meadows East a distance of 481.08 feet to a 5/8" iron rod found for corner in a Northwest line of Interstate Highway No. 30 at the Southwest corner of Faulkner Meadows East;

THENCE S. 64 deg. 35 min. 10 sec. W. with a Northwest line of Interstate Highway No. 30 a distance of 47.50 feet to a 1/2" iron rod found for corner at the intersection of a Northwest line of Interstate Highway No. 30 with the East line of Wellington Avenue, said point also being at the beginning of a non-tangent curve to the right;

THENCE in a Northwesterly direction with the East line of Wellington Avenue and with said non-tangent curve to the right having a central angle of 31 deg. 38 min. 49 sec., a radius of 343.67 feet, a chord bearing of N. 09 deg. 34 min. 09 sec. W., a chord distance of 187.42 feet and an arc length of 189.82 feet to a 1/2" iron rod set for corner;

THENCE N. 06 deg. 15 min. 15 sec. E. with the East line of Wellington Avenue a distance of 34.35 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Northeasterly direction with the East line of Wellington Avenue and with said curve to the left having a central angle of 06 deg. 12 min. 28 sec., a radius of 1129.89 feet, a chord bearing of N. 03 deg. 09 min. 01 sec. E., a chord distance of 122.36 feet and an arc length of 122.42 feet to a 1/2" iron rod set for corner;

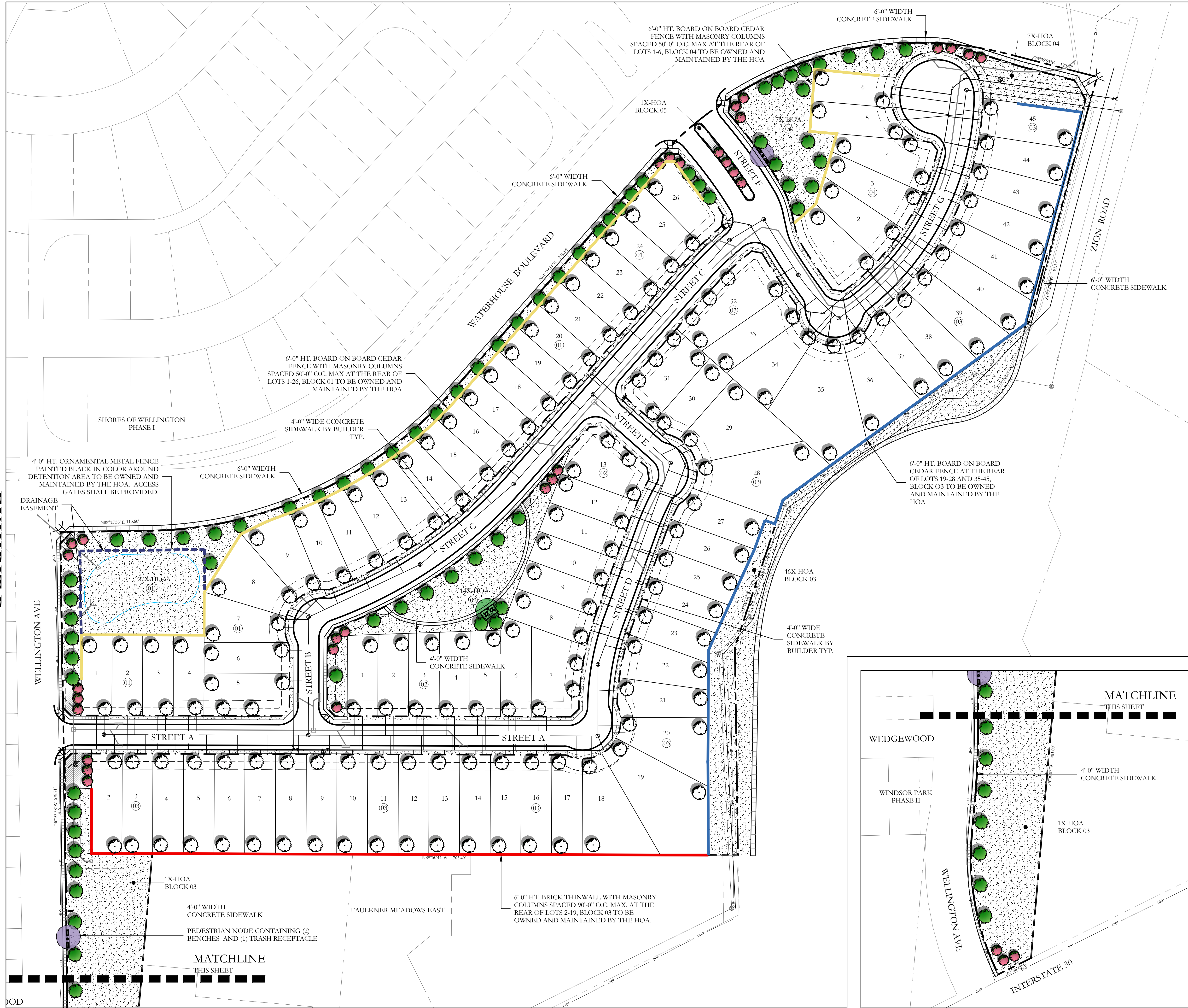
THENCE N. 00 deg. 02 min. 47 sec. E. with the East line of Wellington Avenue a distance of 578.72 feet to the **POINT OF BEGINNING** and containing 18.045 acres of land.

NOTE:

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

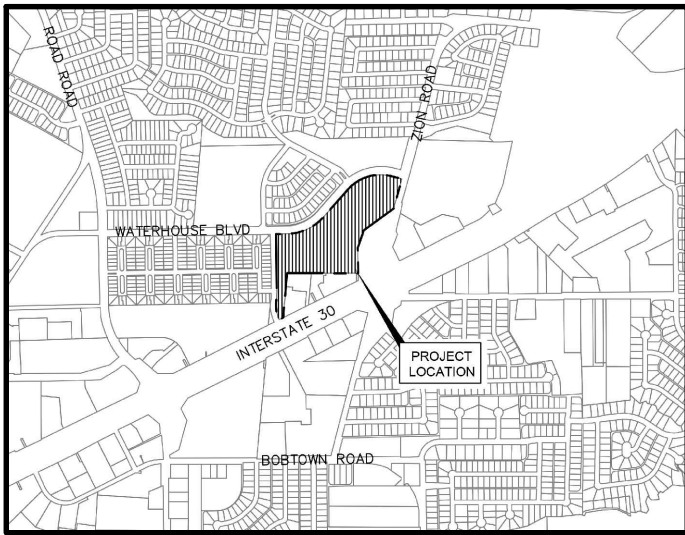
CITY CASE NO. 191210-2

DETAIL PLAN FOR BRIDGEWATER 89 RESIDENTIAL LOTS / 6 HOA OPEN SPACES BEING 18.045 ACRES OUT OF THE THOMAS STONE SURVEY, ABSTRACT NO. 1330 IN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS					
OWNER:		DEVELOPER: Pulte Group 9111 Cypress Waters Blvd Suite 100 Coppell, TX 75019 Tel: (972) 304-2854 Contact: Marc Zell		ENGINEER/SURVEYOR: Kimley»Horn 13455 Noel Rd., Two Galleria Office Tower Ste. 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: Matthew Duenwald, P.E.	
DESIGNED CJF	DRAWN	CHECKED MRD	SCALE AS SHOWN	DATE APRIL 2020	KH PROJECT NO. 057/05801
					D-4



LANDSCAPE LEGEND

- 76-3" CALIPER, 7' HT., SHADE TREE AT TIME OF PLANTING, 35' HT. AT MATURITY. SPECIES SHALL BE ONE OF THE FOLLOWING: LIVE OAK (QUERCUS VIRGINIANA), SHUMARD OAK (QUERCUS SHUMARDII), BUR OAK (QUERCUS MACROCARPA), LACEBARK ELM (ULMUS PARVIFOLIA), CEDAR ELM (ULMUS CRASSIFOLIA), CHINESE PISTACHE (PISTACIA CHINENSIS)
 - 33-2" CALIPER, 7' HT., ORNAMENTAL TREE AT TIME OF PLANTING, 20' HT. AT MATURITY. SPECIES SHALL BE ONE OF THE FOLLOWING: TEXAS REDBUD (CERCIS CANADENSIS VAR. TEXENSIS), GRAPE MYRTLE (VARYING SPECIES) MEXICAN PLUM (PRUNUS MEXICANA), YAUPON HOLLY (ILEX VOMITORIA)
 - 189-3" CALIPER, 7' HT., SHADE TREE AT TIME OF PLANTING, 35' HT. AT MATURITY. SPECIES SHALL BE ONE OF THE FOLLOWING: LIVE OAK (QUERCUS VIRGINIANA), SHUMARD OAK (QUERCUS SHUMARDII), BUR OAK (QUERCUS MACROCARPA), LACEBARK ELM (ULMUS PARVIFOLIA), CEDAR ELM (ULMUS CRASSIFOLIA), CHINESE PISTACHE (PISTACIA CHINENSIS)
 - 4,400 SF - SHRUB AND GROUND COVER PLANTING. SPECIES SHALL BE ONE OF THE FOLLOWING: 7 GALLON GLOSSY ABELIA (ABELIA GRANDIFLORA), 3 GALLON INDIAN HAWTHORN (RAPIHOLEPIS INDICA), 7 GALLON DWARF BURFORD HOLLY (ILEX CORNUTA 'BURFORDII NANA'), 3 GALLON MORNING LIGHT MISCANTHUS (MISCANTHUS SINENSIS 'GRACILLIMUS'), 1 GALLON LIRIOPE (LIRIOPE MUSCARD), 1 GALLON WINTERCREEPER (EUONYMUS FORTUNEI)
 - COMMON BERMUDA GRASS LAWN
 - PEDESTRIAN NODE CONTAINING (2) PARK TABLES, (1) TRASH RECEPTACLE AND 12x20' CEDAR SHADE STRUCTURE. NODE SHALL HAVE SHRUB AND GROUND COVER SURROUND.
 - PEDESTRIAN NODE CONTAINING (2) BENCHES AND (1) TRASH RECEPTACLE. NODE SHALL HAVE SHRUB AND GROUND COVER SURROUND.
 - 6'-0" HT. BRICK THINWALL WITH MASONRY COLUMNS SPACED 90'-0" O.C. MAX.
 - 6'-0" HT. BOARD ON BOARD CEDAR FENCE WITH MASONRY COLUMNS SPACED 90'-0" O.C. MAX. TO BE OWNED AND MAINTAINED BY THE HOA
 - 6'-0" HT. BOARD ON BOARD CEDAR FENCE TO BE OWNED AND MAINTAINED BY THE HOA
 - 4'-0" HT. ORNAMENTAL METAL FENCE PAINTED BLACK IN COLOR AROUND DETENTION AREA. ACCESS GATES SHALL BE PROVIDED.
- NOTE:
A. ALL SIDEWALKS ALONG WATERHOUSE BLVD. AND ZION RD. SHALL BE 6' WIDTH.
B. ALL REMAINING SIDEWALKS SHALL BE 4' WIDTH.
C. ALL AREAS BETWEEN CURB AND SIDEWALK SHALL RECEIVE COMMON BERMUDA GRASS LAWN.



LOCATION MAP
NOT TO SCALE

OWNER/DEVELOPER:
PULTE GROUP
9111 CYPRESS WATERS BLVD.
SUITE 100
COPPELL, TEXAS 75019
PH. (972) 304-2854
CONTACT: MARC ZETT

LANDSCAPE ARCHITECT:
CODY JOHNSON STUDIO, LLC
9720 COIT ROAD SUITE 220-333
PLANO, TEXAS 75025
PH. (903) 570-0162
CONTACT: CODY JOHNSON, RLA, ASLA, LI

LANDSCAPE DETAIL PLAN

Landscape Detail Plan

Bridgewater Detail Plan

City of Garland, Dallas County, Texas

CODY JOHNSON
s.t.u.d.i.o

9720 COIT ROAD SUITE 220-333 PLANO, TEXAS 75025
PH. (903) 570-0162
EMAIL: CODY@CODYJOHNSONSTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT
CODY L. JOHNSON
2853
STATE OF TEXAS

April 21, 2020

North arrow pointing up.

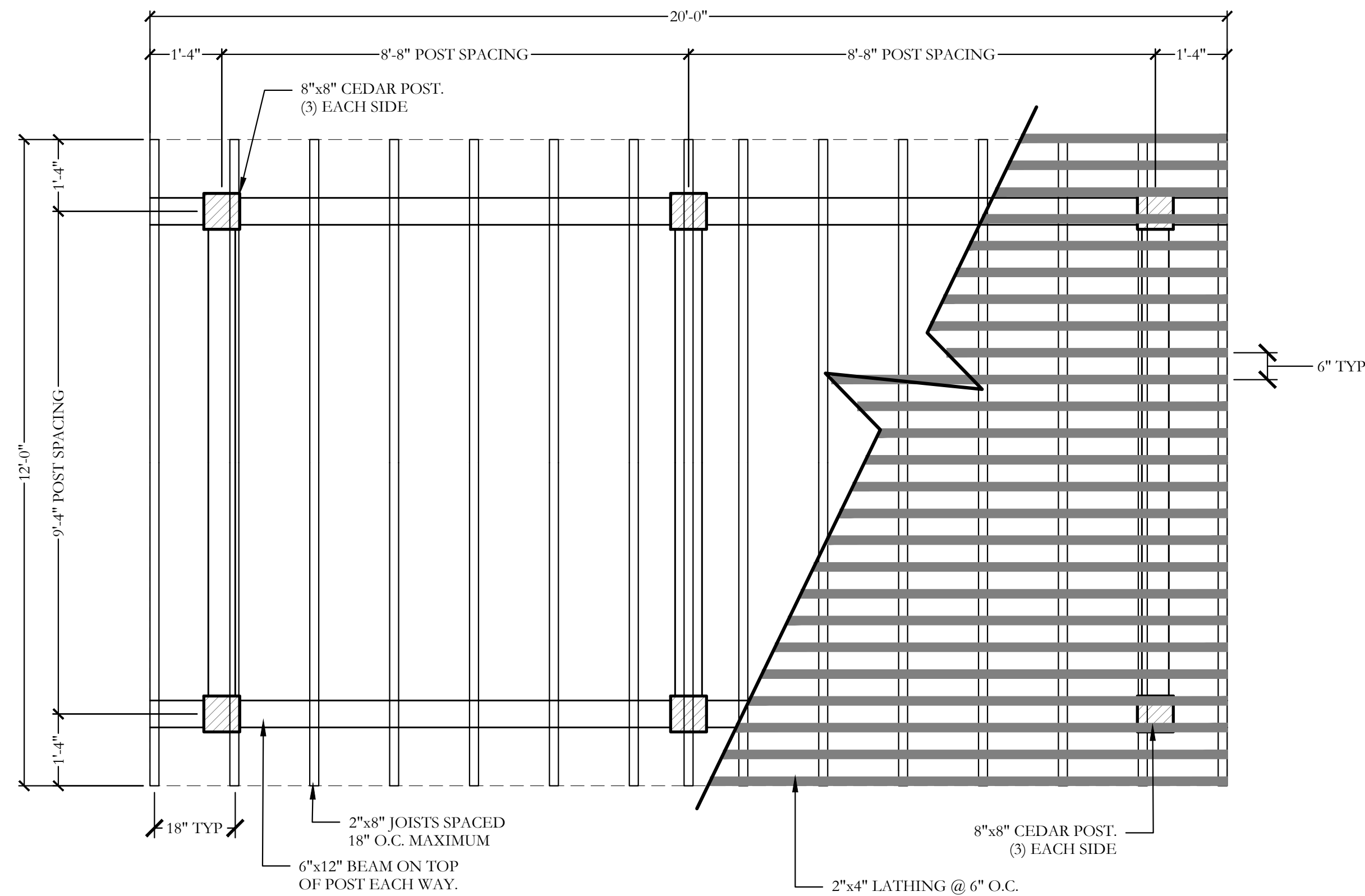
Scale: 1" = 60'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

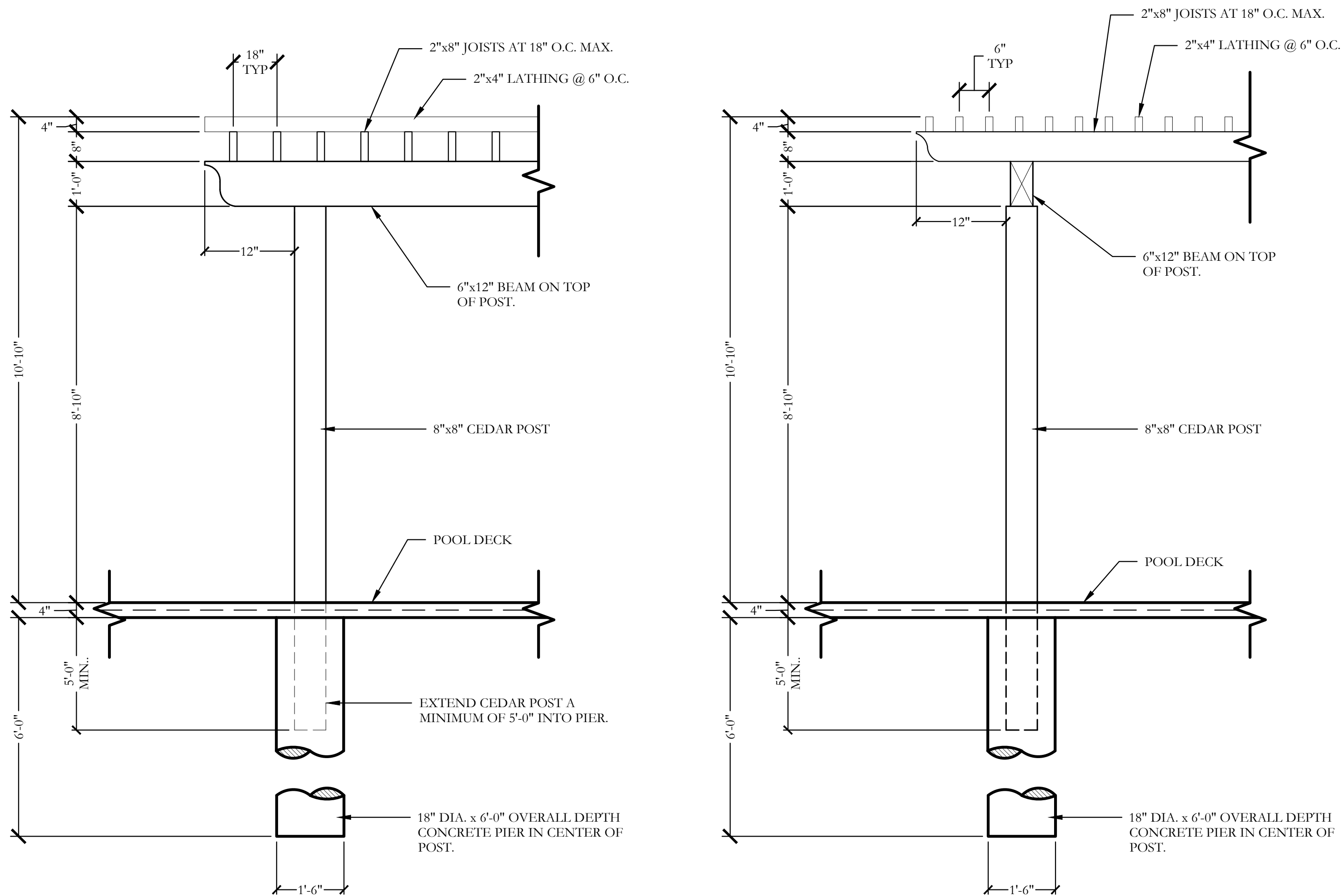
CJS PROJECT NO.
PHM038

SHEET NO.
LS1 of 3



1 CEDAR SHADE STRUCTURE LAYOUT (20'x12') PLAN

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



2 CEDAR SHADE STRUCTURE DETAILS SECTION

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

Item: Superior Pet Waste Eliminator

Basic Specifications
Sign
Size: 12" x 18"
Material: Aluminum
Thickness: 0.063
Mounting Hole Diameter: 3/8"

Dispenser Box
Size: 10" x 18"
Material: Aluminum
Thickness: 0.032
Mounting Hole Diameter: 3/8"
Backspring Material: Stainless Steel
Lock Material: 301 Stainless Steel
Paint: Powder Coating

Trash Receptacle
Size: 12" x 24"
Material: G90
Thickness: 1.2 mm
Mounting Hole Diameter: 3/8"
Paint: Powder Coating

Pole: Powder coated steel

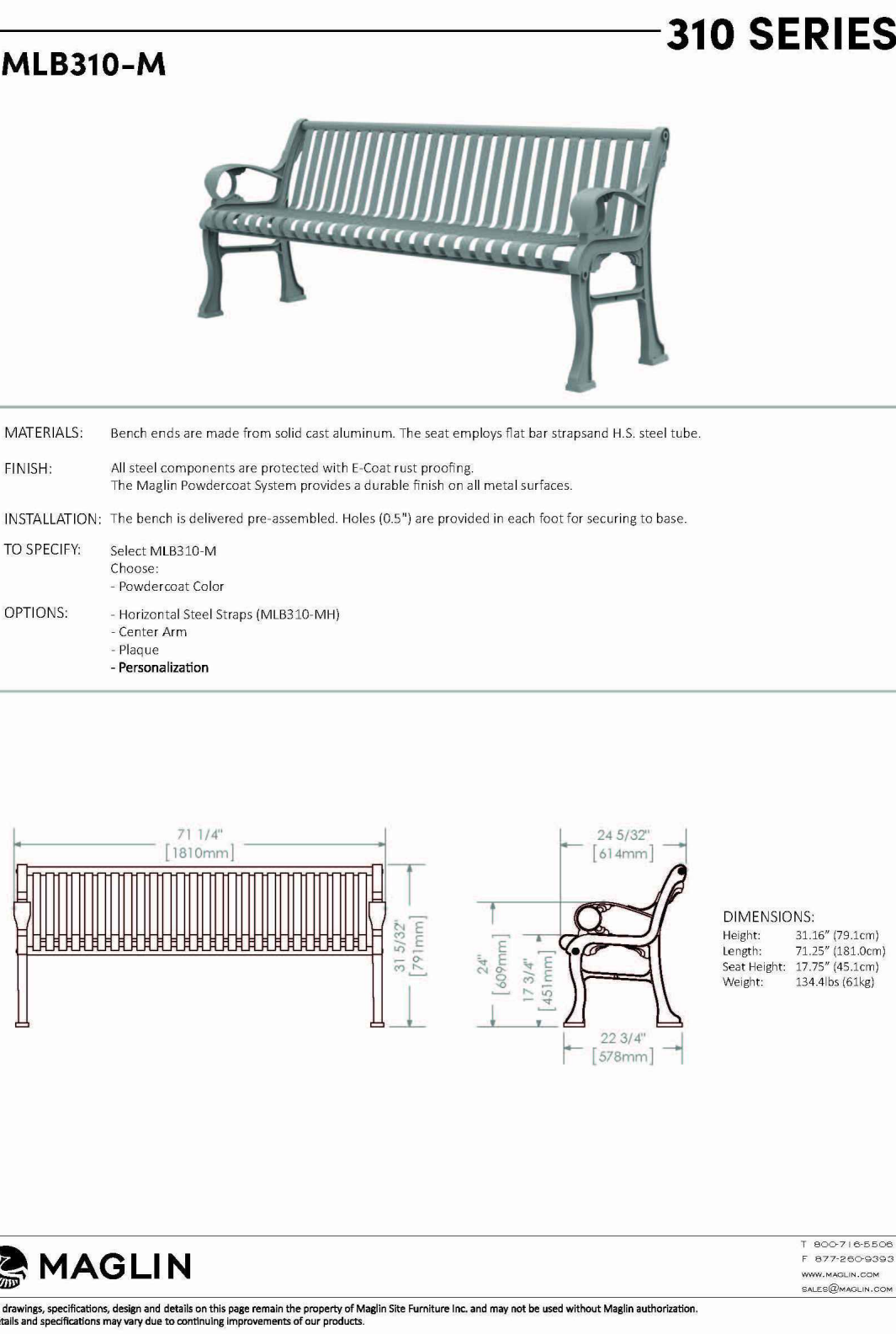
Some additional notes:

Hardware: All mounting hardware is provided and is either stainless steel or nylon (to protect painted surfaces)
Guarantee: Lifetime

Testing is done on dispenser boxes and trash receptacles to insure quality. I've listed some of the test below
Salt spray test - 500hrs with less than 3mm creepage to ASTM G85-06 and ASTM D 1654-08
Pencil hardness - H or 2 H (ASTM D3362)
Impact resistance - ASTM D2794 - No visible cracking an 100 inch/pounds
Adhesion - ASTM D3359
Cure test - 50 double rubs using MEK

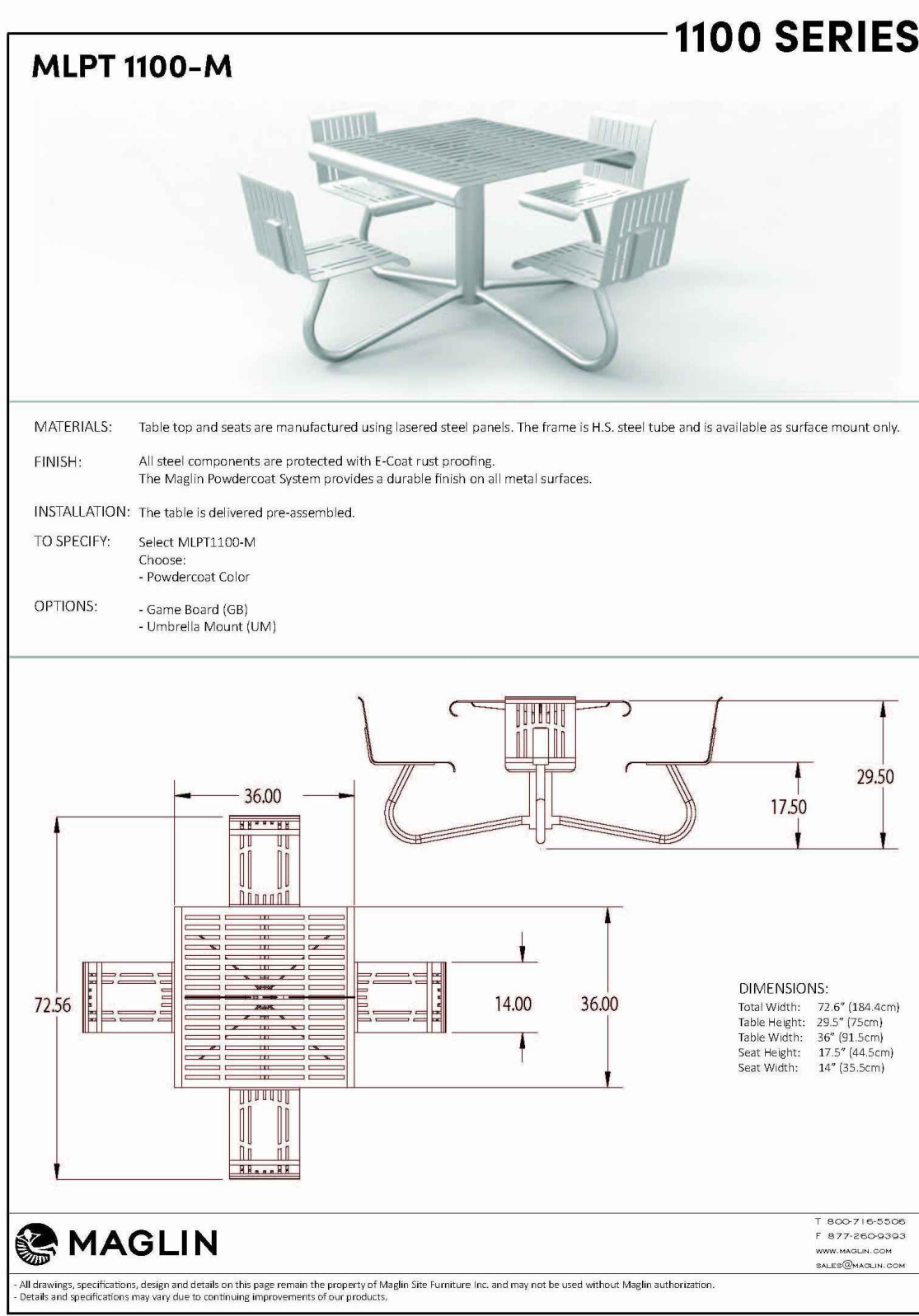
3 PET WASTE STATION

NOT TO SCALE



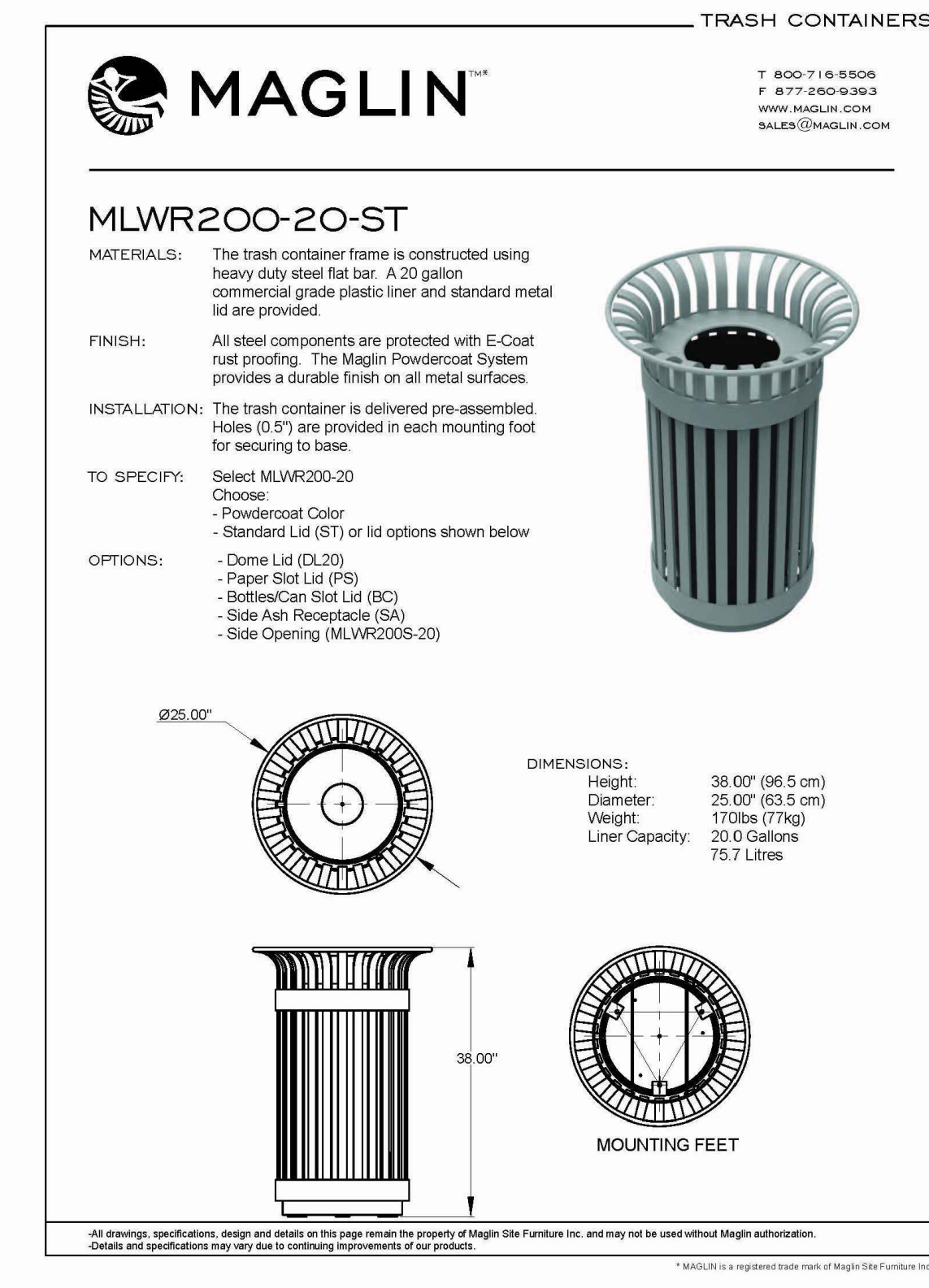
4 MAGLIN BENCH

NOT TO SCALE



5 MAGLIN TABLE

NOT TO SCALE



6 MAGLIN TRASH RECEPTACLE

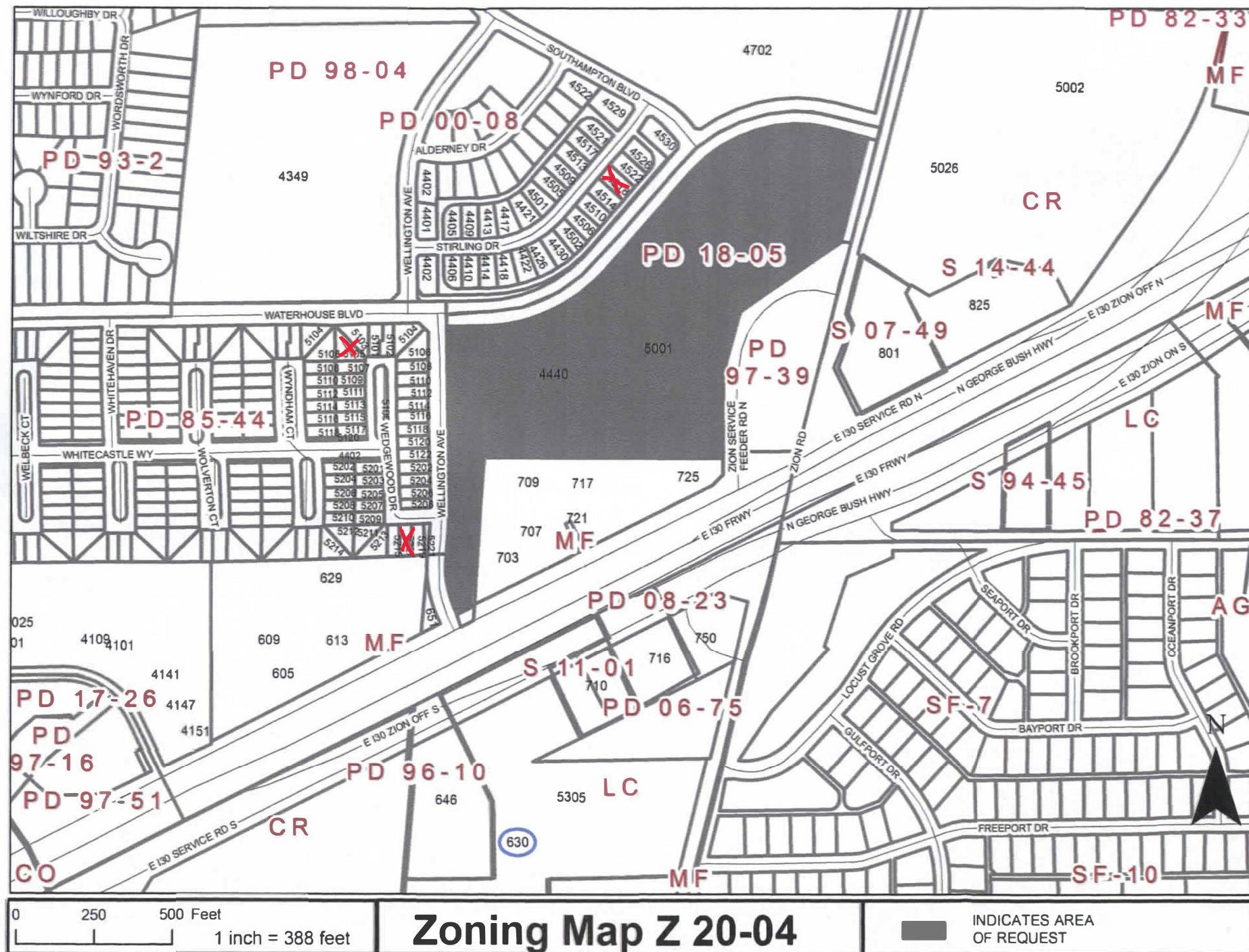
NOT TO SCALE

REPORT & MINUTES

P.C. Meeting, May 11, 2020

Consideration of the application of **Pulte Group**, requesting approval of a Detail Plan for Single-Family-5 (SF-5) Uses. This property is located at 5001 Zion Road. (District 3) (File Z 20-04) (This item was postponed from the April 27, 2020 Plan Commission meeting.)

Motion was made by Commissioner Edwards to **approve** the Detail Plan subject to the condition made in the previous approved motion, seconded by Commissioner Dalton. **Motion carried: 9 Ayes, 0 Nays.**



April 15, 2020

Z 20-04

Page 2 of 2



I am in favor of the request.

_____ I am opposed to the request.

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

(Please complete the following information)

630 E IH 30

Your Property Address

Billy Bowell

Printed Name

2010 Century Center Blvd #10 Irving TX 75062

Address

City, State

Zip

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

Signature

President

Title

Date:

4/24/20

From: [Janet Robertson](#)
To: [Planning Group](#)
Subject: REF.: Pulte Group Addition FILE Z 20-04
Date: Tuesday, April 21, 2020 1:56:54 PM
Attachments: [Garland Planning Reply.pdf](#)

This is our response to the change. Likely '**will not mean anything**' to the Planning Commission! **Taxes rule, don't they!**

Stephen L. Robertson, Sr.

April 15, 2020

Z 20-04

Page 2 of 2

☐ I am in favor of the request.

☒ I am opposed to the request.

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

AS SENIORS & RETIRED THESE NEW HOMES WILL DRIVE OUR TAXES
& INSURANCE COST UP LIKE MANY WE ARE ON FIXED INCOMES AND
HIGHER COST COULD DRIVE US & OTHERS OUT OF OUR HOMES.
IT'S NICE TO SEE GRASS & TREES, NOT BRICK WALLS!
(Please complete the following information)

5217 WEDGEWOOD DR.

Your Property Address

STEPHEN & JANET ROBERTSON

Printed Name

5217 WEDGEWOOD DR. GARLAND TX 75043

Address

City, State

Zip

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

Stephen & Janet Robertson Owners

Signature

Title

Date: 4/21/2020

From: Brittany Corral [mailto:brittanypothast@gmail.com]

Sent: Friday, April 24, 2020 10:09 AM

To: Planning Group <Planning@garlandtx.gov>

Subject: File Z 20-04

Property Owners: Victor and Brittany Corral

Property and mailing address: 5105 Wedgewood Dr, Garland, TX 75043

I am opposed to the request. Wellington Avenue is already in such disrepair more homes in the area would only contribute more to the issue. The City of Garland doesn't seem to care much about fixing it - when they "attempt to" they only put asphalt patches instead of repairing the road correctly with new concrete.

There are already plenty of homes in this area and we do not need more.

I hope you will decline their request to change the zoning.

Thank you for your consideration,

Victor and Brittany Corral

April 15, 2020

Z 20-04

Page 2 of 2

☐ I am in favor of the request.

☒ I am opposed to the request.

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

The development would create too much traffic in our community/HOA. The removal of the trees and green space will have a negative impact on the beauty of our neighborhood.

(Please complete the following information)

4518 Stirling Dr.
Your Property Address

Laverne Brown
Printed Name

4518 Stirling Dr. Garland, TX 75043
Address City, State Zip

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

Laverne Brown Creator
Signature Title

Date: 4-20-20

☒ I am in favor of the request.

☐ I am opposed to the request.

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

(Please complete the following information)

GISD-Couch Elementary School, 4349 Waterhouse Blvd, Garland, TX 75043

Your Property Address

Paul Gonzales

Printed Name

701 N. First Street

Garland, TX

75040

Address

City, State

Zip

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



Signature

, GISD-Executive Director of Facilities & Maintenance

Title

Date: 4/23/20

Z 20-04

Approval of a Change in Zoning from Planned Development (PD) District 18-05 for Community Retail Uses to a Planned Development (PD) District for Single-Family-5 (SF-5) Uses.

Approval of a Detail Plan for Single-Family-5 (SF-5) Use.

**City Council Meeting
June 2, 2020**



GARLAND

TEXAS MADE HERE

Case Information

Location: 5001 Zion Road

Applicant: Pulte Group

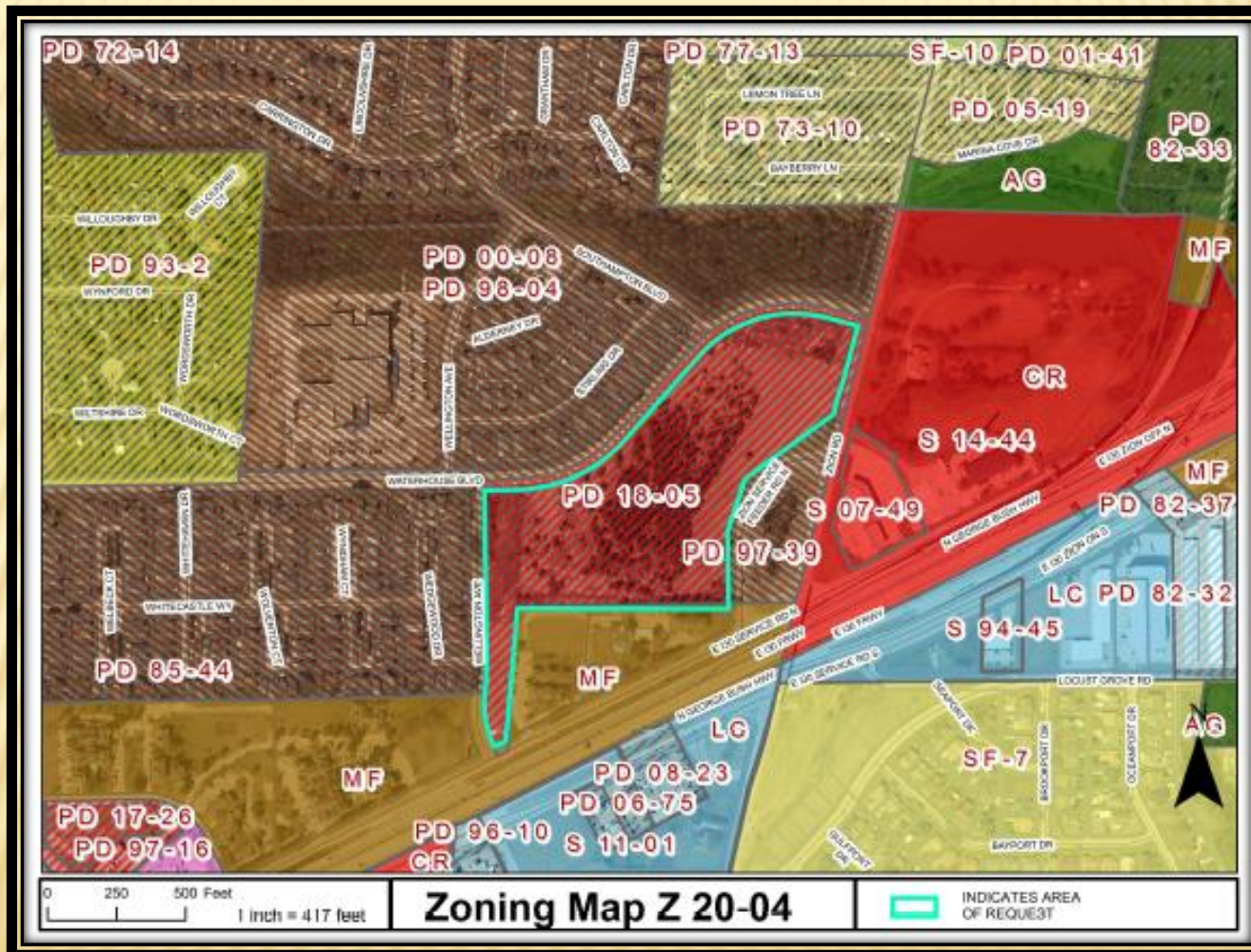
Owner: Oasis Church at Lakeview Assembly of God

Acreage: 18.045 acres

Zoning: Planned Development (PD) 18-05 District for
Community Retail (CR) Uses



Location Map



Z 20-04

Photos



Subject Property from Waterhouse Blvd

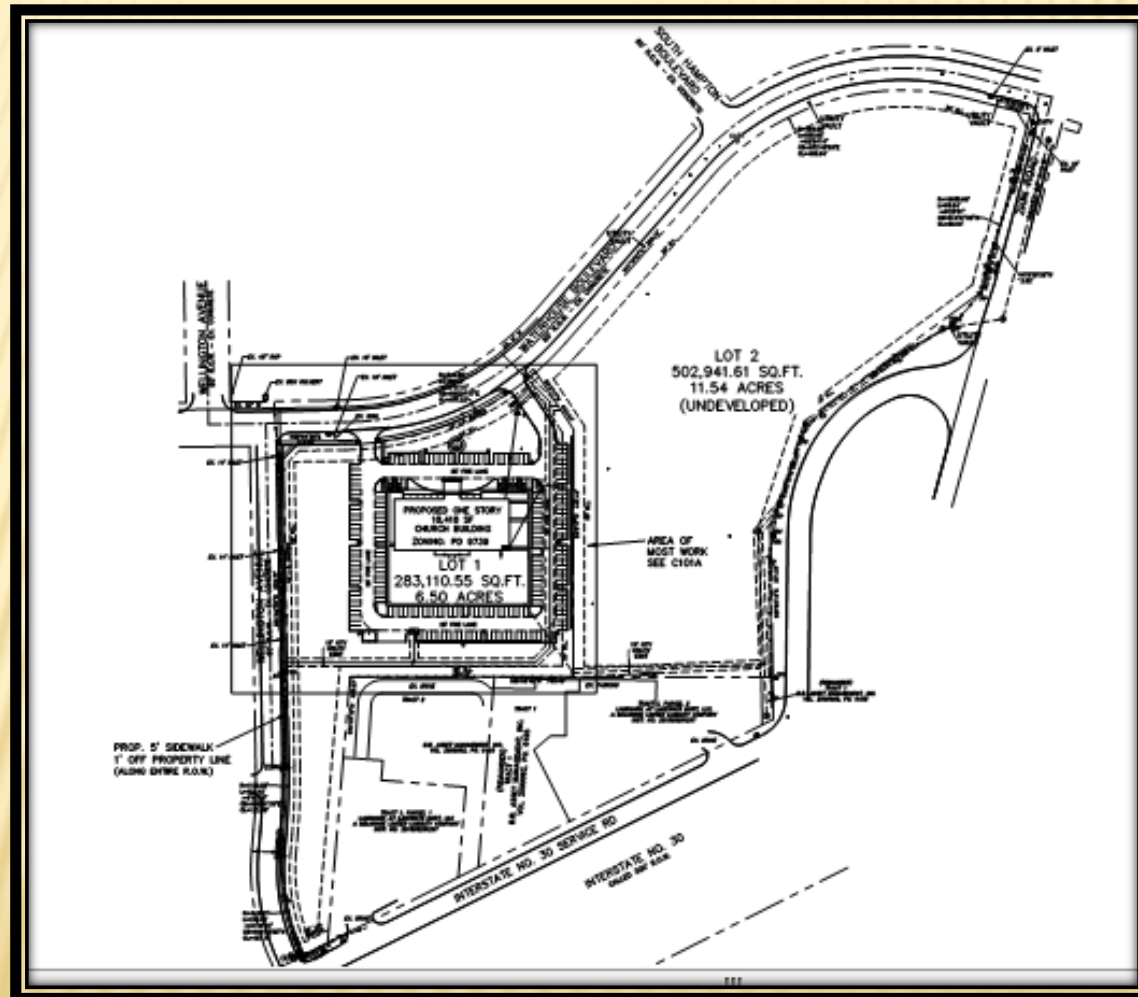


Looking at properties across Waterhouse Blvd



Looking at properties across Wellington Ave

Background (2018)



Consideration

- Proposing base zoning as Single-Family-5 (SF-5) District.
- The table below indicates the deviations proposed

Development Standards	Required	Proposed
Lot Area	5,000 square feet	4,200 square feet (minimum)
Lot Width	55 feet	40 feet
Lot Coverage	50%	60%
Rear Setback adjacent to Street	20 feet	10 feet

Consideration

- **Garage deviation from Section 4.84 (C)(2):**

- Rear entry;
- “J” drives, for front entry properties;
- “Swing” drives, for side entry properties; or
- Offset front entry with the garage door set back at least five feet behind the front building face.

- **Architectural Elements:**

Furthermore, each garage shall incorporate at least two (2) of the following architectural elements.

- Sconce lighting
- Decorative banding or moldings
- Decorative overhangs above garage doors
- Eyebrow soldier course over garage doors
- Decorative vent covers on gable above garage
- Upgraded carriage style garage doors or faux wood garage doors

Consideration

- Landscape complies with the applicable GDC screening and landscape regulations.
- Building elevations comply with all other applicable GDC building design standards.



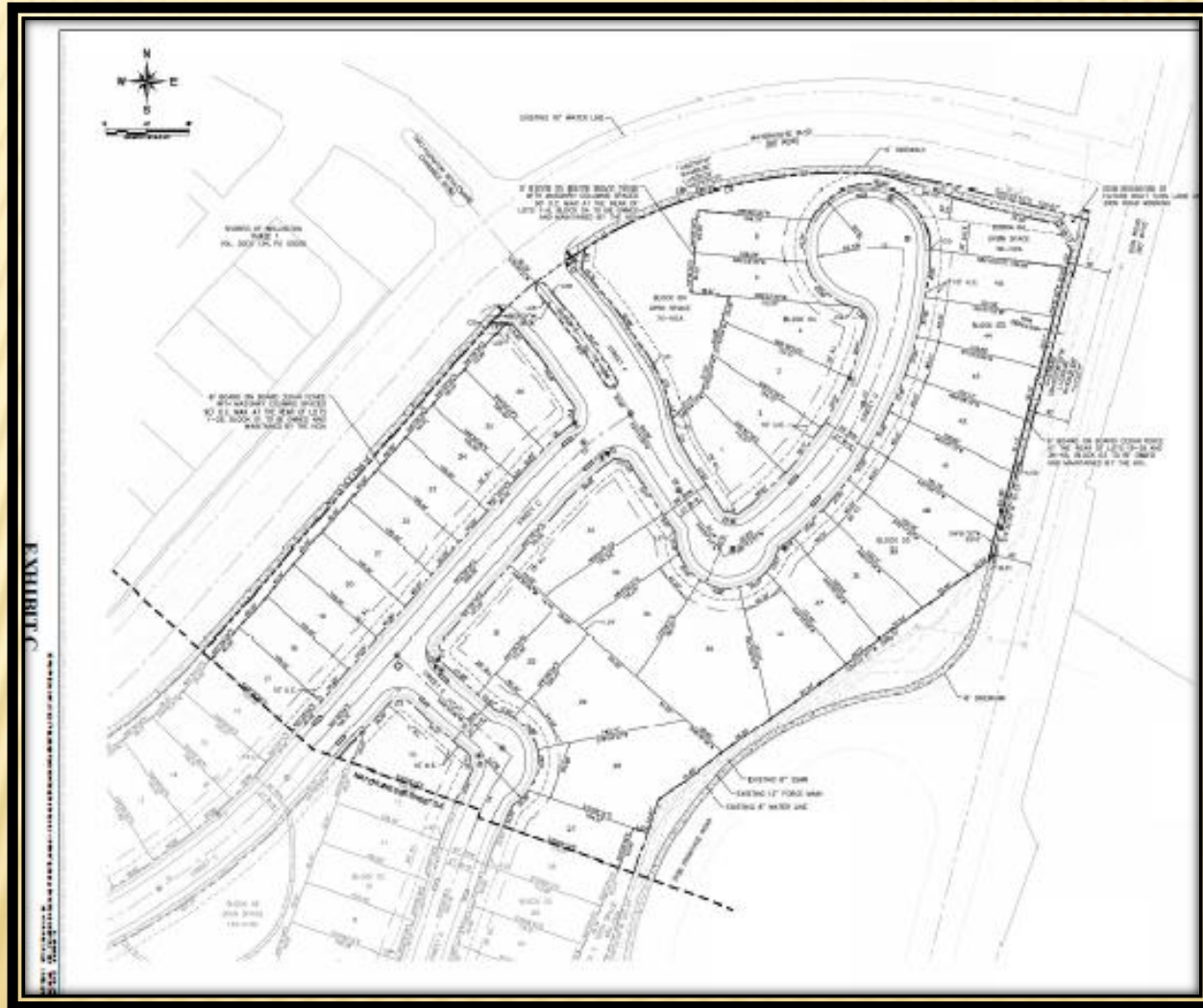
Site Plan





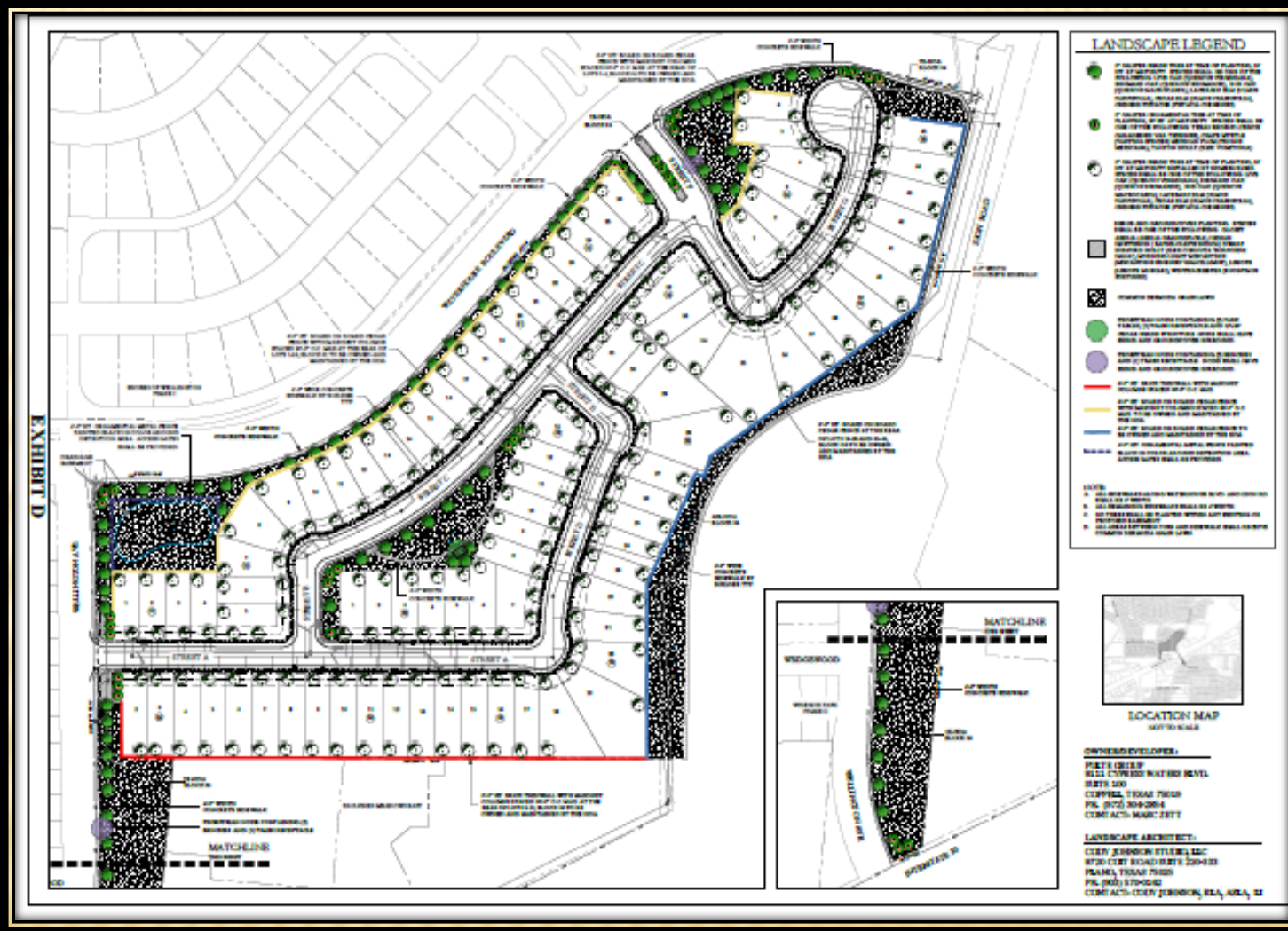
GARLAND
TEXAS MADE HERE

Site Plan





Z 20-04



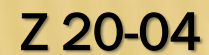


Landscape Plan

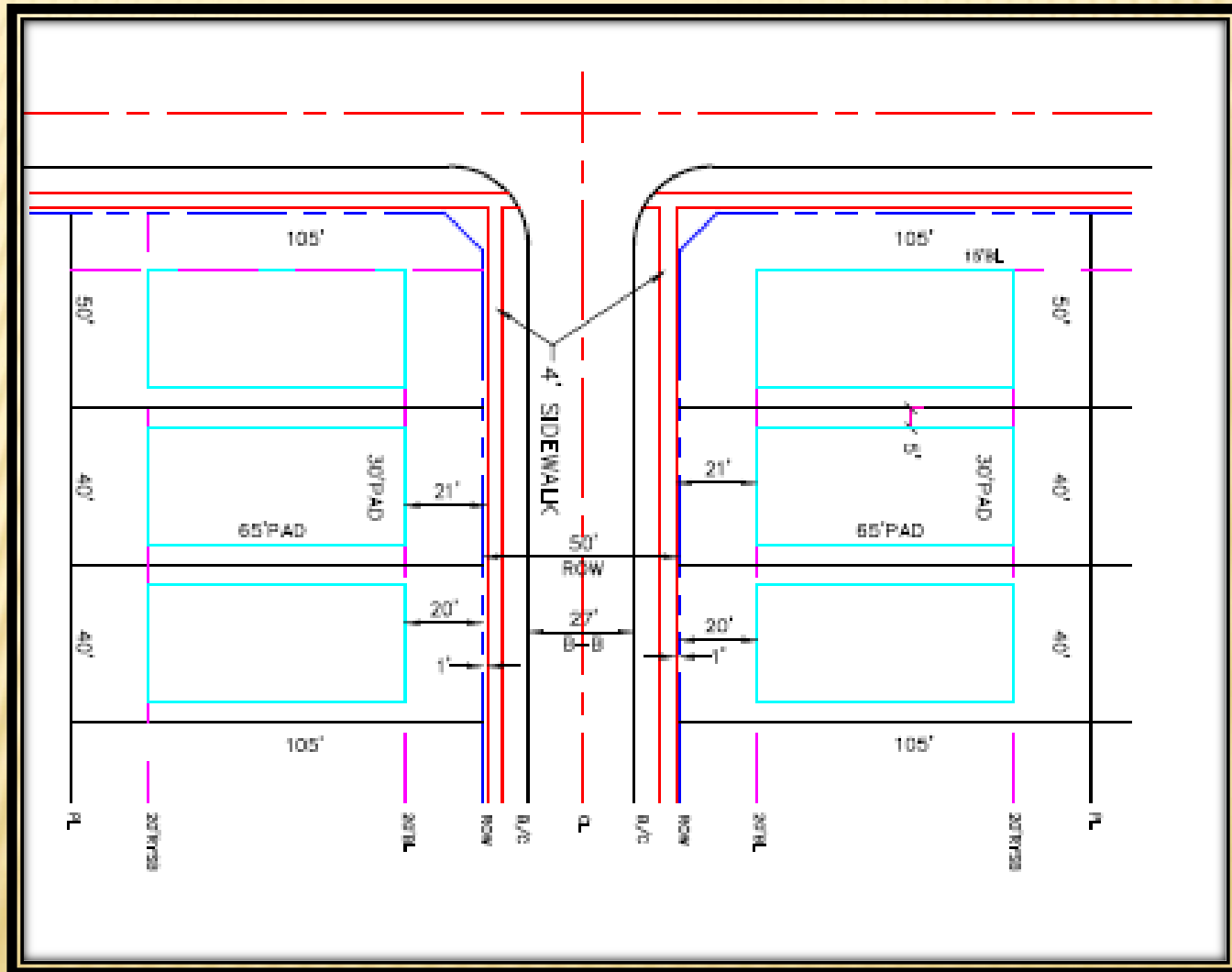


Sample Elevations



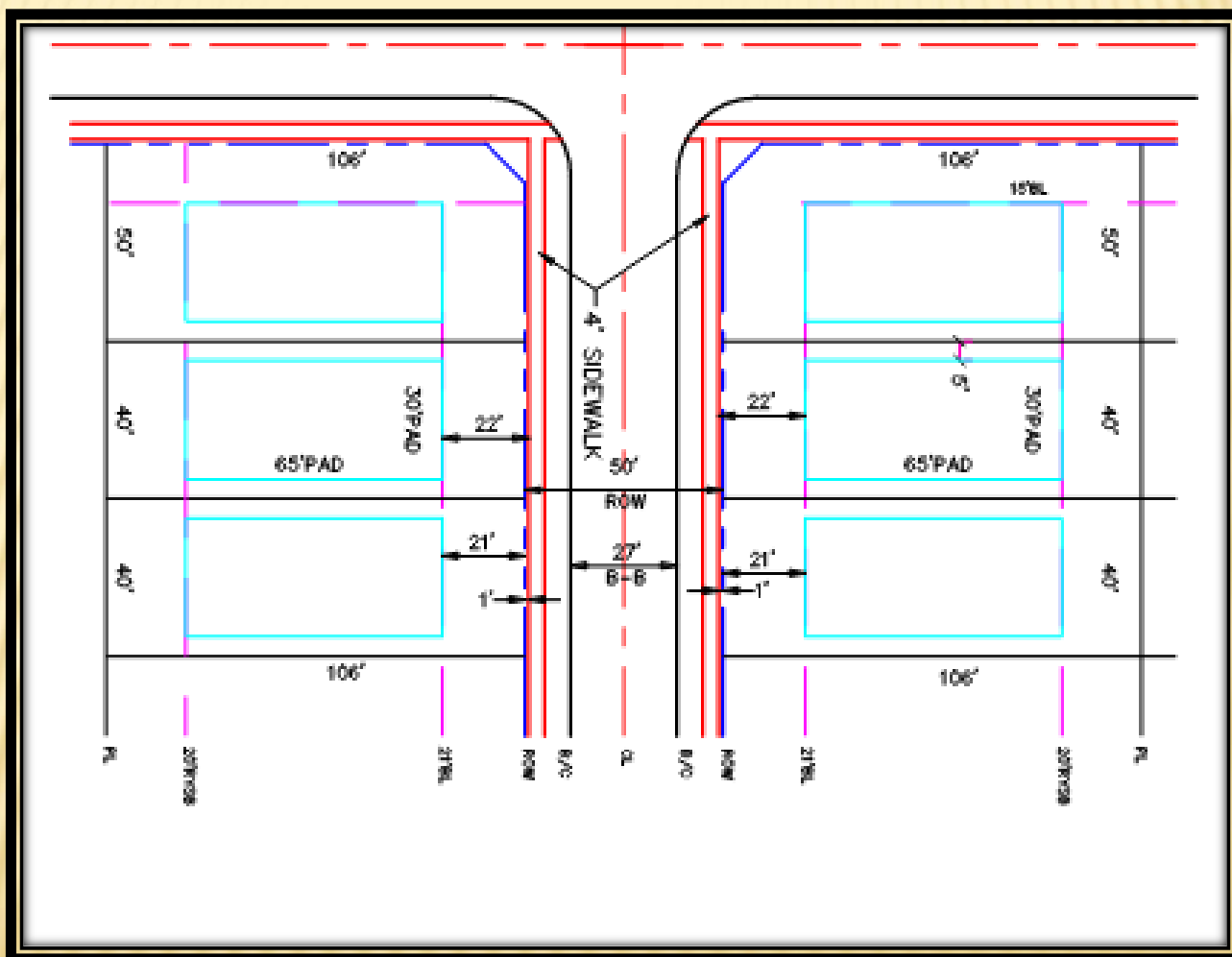


Proposed Lot Plan





Recommended Lot Plan



Consideration

Alley Waivers

- Alleys are not proposed, all lots would have front vehicular access on a 50-foot right-of-way; and utilities and drainage would be provided through easements.
- Section 3.80 of the GDC requires lots in residential subdivisions of 2 or more lots to be served by an alley.
- Alleys are utilized to facilitate drainage for the subdivision development, provide an area for the placement of utilities, and to provide rear access to a single-family lot.
- Engineering Department reviewed and found the layout is conducive to adequate drainage, meeting City requirements.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

8. c.

Meeting Date: 06/02/2020

Item Title: Development Agreement regarding Zoning File No. Z 20-04

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

This Development Agreement relates to Zoning Case Z 20-04 for a proposed single-family development at 5001 Zion Road by Pulte Group. A development agreement is recommended to accompany Zoning Case Z 20-04 to secure the building materials as presented by the applicant. The agreement lists the Alley Waiver and lot sizes that have been requested by the applicant, in exchange for the applicant to construct the project with the masonry building materials shown in the proposed exhibits, including that all elevations facing a dedicated street shall be 80% masonry or stone excluding gables, windows, doors, dormers, insets, areas under covered porches or other architectural projections.

Recommendation/Action Requested and Justification

A draft development agreement is attached for the Council's consideration, should Z 20-04 be approved.

Attachments

Draft Development Agreement

**DEVELOPMENT AGREEMENT BETWEEN
_____ AND THE CITY OF GARLAND, TEXAS**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed effective as of _____, 2020, by and between _____, a Texas _____ ("Developer") and the CITY OF GARLAND, TEXAS, a home-rule municipality ("City") (collectively, "Parties").

RECITALS:

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

WHEREAS, Developer or an affiliate is the prospective owner of that certain tract of land situated in the City of Garland, Dallas County, Texas, consisting of 18.04 ± acres tract of land situated in the Thomas Stone Survey, Abstract No. 1330, City of Garland, Dallas County, Texas, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property");

WHEREAS, Developer has submitted a detailed plan for the development of 89 residential lots on the Property in the subdivision to be known as Bridgewater, as generally depicted in Exhibit B, attached hereto and incorporated herein for all purposes ("Development");

WHEREAS, Developer and City acknowledge and agree that the terms and conditions of this Agreement are mutually beneficial;

WHEREAS, Developer has advised the City that a primary factor inducing Developer to complete development of the Property is this Agreement;

WHEREAS, the development of the Property will increase or encourage (1) economic development in the City, (2) redevelopment in the area, (3) revitalization of the area, and (4) tax revenues because of investments in real property within the City;

WHEREAS, Developer and City recognize and acknowledge that the use of a variety of architectural elements and high quality building materials in the construction of buildings and structures add value and significance to property, which will also encourage the development or redevelopment of surrounding properties and promote future economic activity within the area;

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

CONSTRUCTION AND INTERPRETATION

A. This Agreement is the final agreement of Developer and City with respect to the matters

expressly stated herein and supersedes all prior negotiations, discussions, representations and understandings. This Agreement has been negotiated at arms-length between sophisticated parties, each represented by highly competent counsel of its choice and has been carefully read. It is intended to be liberally construed to accomplish its stated purposes. The parties waive any common law rules of construction against the drafter.

- B. The terms and conditions of this Agreement are contingent upon the approval thereof by the City Council of the City of Garland, Texas ("City Council") and City Council approval of the change in zoning of the Property to a Planned Development for Single-Family-5 (SF-5) Uses and an alley waiver. Notwithstanding City Council approval of the terms and conditions of this Agreement, City Council is not obligated, and is not hereby promising or agreeing, to approve the change in zoning to the proposed PD District.

TERMS AND CONDITIONS

A. Definitions.

1. "Agreement" is defined in the recitals.
2. "City" is defined in the recitals.
3. "City Requirements" mean ordinances, resolutions, rules, regulations, directives, and policies of the City that have been duly adopted and that are customarily and uniformly applied to public and private development within the City. The City Requirements, as applied to the Public Improvements, includes, but are not limited to, maintenance bonds.
4. "Developer" is defined in the recitals.
5. "Development" is defined in the recitals.
6. "Party" and "Parties" are defined in the introductory paragraph.
7. "Property" is defined in the recitals.

B. Developer's Obligations.

1. **Design and Construction Standards.** Developer agrees to comply with the requirements of the applicable planned development ordinance and associated Planned Development conditions set forth on Exhibit "B" attached hereto (collectively the "PD Requirements"), unless expressly modified herein for the mutual benefit of both Parties. In no event shall Developer or its permitted assignee be subject to or required to comply with Section 4.84 of the Garland Development Code. If there is a conflict between the PD Requirements and this Agreement, the terms and conditions of this Agreement shall control. Developer expressly agrees to the following design and construction standards:

- a. **Elevations.** Developer agrees that residential units and common structures will be designed and constructed in similar form and manner as depicted in the representative product elevations depicted in Exhibit “E” attached hereto and incorporated herein by reference for all purposes, and reflects reasonable design and construction standards, architectural styles, elevations, roof forms, cladding detail, and porch, door, and window detail.
- b. **Definitions.** For the purpose of this Agreement, the following definitions apply to construction materials:
 - i. Masonry Construction. A form of construction consisting of brick, stone, glass block, tile, or other similar building units or materials, or any combination of these materials, laid up unit-by-unit, and set in mortar. Notwithstanding the foregoing, Masonry Construction expressly includes stucco construction. The term excludes wall areas devoted to doors and windows. When applied to meeting the minimum requirements for exterior construction, this term includes the following materials:
 - (a) Acceptable materials include hard-fired brick such as kiln-fired clay, shale, or slate material. Acceptable materials may also include integrally-colored concrete brick, known as concrete masonry units or CMUs, but only subject to the limitations in subsection (e) below and only if the concrete masonry units conform to the same ASTM standard for construction as typical hard-fired clay brick. Material under this Section must meet the classification of severe weather grade and have a minimum thickness of two and one-quarter inches when applied as a veneer. Acceptable materials under this Section do not include unfired or underfired clay, sand, or shale brick.
 - (b) Acceptable materials include stone such as naturally occurring granite, marble, limestone, slate, river rock, and other similar hard and durable, all-weather stone that is customarily used in exterior building construction. Acceptable materials may also include cast or manufactured stone product, provided that such product yields a highly textured, stone-like appearance, its coloration is integral to the masonry material, and it is demonstrated to be highly durable and maintenance-free. The surface of any manufactured stone must not be painted. Natural or man-made stone must have a minimum thickness of two and five-eighths inches when applied as a veneer.

- (c) Acceptable materials include glass blocks or tiles of the type customarily used in exterior building construction. Glass blocks are counted as windows and must not comprise more than twenty percent of any exterior wall surface. Acceptable glass blocks must not be highly reflective or have a mirror-like finish.
- (d) Acceptable materials include stucco, if such material is color-intrinsic and applied in a 3-stage process in accordance with industry standards. The Building Official shall review the proposed installation method, as detailed in the building plans, at the time of Building Permit application. The approved installation method shall be a condition of Building Permit issuance.

ii. Non-Masonry Construction. The following materials do not qualify and do not meet the definition of “Masonry Construction” in meeting the minimum requirements for the exterior construction of buildings:

- (a) Adobe or mortar wash surface material;
- (b) Exterior insulation and finish system (EIFS), acrylic matrix, synthetic plaster, or other similar synthetic material;
- (c) Cementitious fiberboard siding, such as “SmartBoard” or “HardiBoard”;
- (d) Vinyl-based siding material, as may be allowed by the City’s Building Code;
- (e) Lightweight or featherweight concrete blocks or cinder blocks;
- (f) Exterior plaster that does not meet the definition of Stucco;
- (g) Any other cementitious product not listed above

c. **Building Materials.** Developer agrees that all elevations within the Project facing a dedicated street shall have a minimum of eighty percent (80%) Masonry Construction materials excluding gables, windows, doors, dormers, insets, areas under covered porches or other architectural projections and/or accents.

C. City’s Obligations.

- 1. The City agrees to waive the standard requirements for alleys.
- 2. The City agrees that the Developer may reduce the minimum single-family lot sizes to be reduced to 4,200 square feet on selected lots identified in the approved Planned Development (PD). Minimum single-family lot width is permitted to be forty (40) feet.

- D. Section 2270 Verification. Pursuant to Section 2270 of the Texas Government Code, Developer hereby certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.
- E. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.
- F. Waiver. Either the City or Developer shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.
- G. Assignment. This Agreement may not otherwise be assigned by Developer without the City Manager's written consent which shall not be unreasonably withheld.
- H. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.
- I. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.
- J. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.
- K. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- L. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

- M. Relationship of Parties; No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.
- N. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps:
1. A written notice (the "Notice of Dispute") substantially describing the nature of the dispute shall be delivered by the dissatisfied party (the "Dissatisfied Party") to the other party (the "Responding Party"), which Notice of Dispute shall request a written response (the "Response") which attempts to resolve the dispute; and
 2. If the Responding Party fails to deliver the Response within ten (10) days after its receipt of the Notice of Dispute, either party may proceed to institute any lawsuit or proceeding arising from this Agreement. If the Responding Party timely delivers the Response to the Dissatisfied Party and the Response does not reasonably resolve the dispute in the opinion of the Dissatisfied Party, the Dissatisfied Party shall deliver written notice to that effect (the "Notice of Continuing Dispute") to the Responding Party. Within thirty (30) days after the Responding Party's receipt of the Notice of Continuing Dispute, an individual appointed by the Dissatisfied Party having authority over the activities of the Dissatisfied Party and an individual appointed by the Responding Party having authority over the activities of the Responding Party shall meet in person at a time and location mutually acceptable to the parties in an effort to resolve the dispute. In the event that the Dissatisfied Party and the Responding Party are unable to agree on the time and location of such meeting, or after such meeting a dispute remains, either party may proceed to institute any lawsuit or proceeding arising from this Agreement.
- O. Authority. The City represents and warrants that this Agreement has been approved by resolution duly adopted by the Garland City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

- P. Governmental Powers; Waiver of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights that would otherwise be available to it by law except for Developer to enforce the terms of this Agreement. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions. The Parties acknowledge that this Agreement is a contract for goods or services and subject to the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code.
- Q. Survival. All indemnity provisions of this Agreement shall survive termination or expiration of this Agreement for a period of 3 years and one day.
- R. Effective Date. The effective date of this Agreement shall be the date on which this Agreement is executed by the City Manager, or his designee, of the City of Garland.
- S. Term. The term of this Agreement shall begin on the Effective Date and expire upon the date the City issues the final letter of acceptance for all completed Public Improvements and reimbursement of the roadway impact fees contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2020.

CITY:

The City of Garland, a Texas home-rule municipality

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER:

_____,
a Texas Corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 20-04

BEING an approximate 18.045-acre tract of land situated in the Thomas Stone Survey, Abstract No. 1330, City of Garland, Dallas County, Texas, and being part of that tract of land described as the Second Parcel in a Deed from Garth W. Daniel, et ux, to Thomas Gorman, Bishop, Roman Catholic Diocese Dallas, as recorded in Volume 3848, Page 427 of the Deed Records of Dallas County, Texas (hereinafter called Subject Tract One), and being part of that tract of land described in a Deed from Glenn Justice to Thomas Gorman, Bishop, Roman Catholic Diocese Dallas Fort-Worth, as recorded in Volume 5030, Page 357 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "CARTER & BURGESS) found for corner at the intersection of the East line of Wellington Avenue (60' right-of-way per plat recorded in Volume 86065, Page 4077 of the Map Records of Dallas County, Texas), with the South line of Waterhouse Boulevard (80' right-of-way per plat recorded in Volume 2000134, Page 10 of the Map Records of Dallas County, Texas);

THENCE S. 89 deg. 48 min. 00 sec. E. with the South line of Waterhouse Boulevard a distance of 113.60 feet to a 1/2"

EXHIBIT A

iron rod with plastic cap stamped "STOVALL & ASSOC." set (hereinafter called 1/2" iron rod set) for corner at the beginning of a curve to the left;

THENCE in a Northeasterly direction with the Southeast line of Waterhouse Boulevard and with said curve to the left having a central angle of 47 deg. 45 min. 41 sec., a radius of 540.00 feet, a chord bearing of N. 66 deg. 19 min. 09 sec. E., a chord distance of 437.22 feet and an arc length of 450.14 feet to a 1/2" iron rod set for corner;

THENCE N. 42 deg. 26 min. 19 sec. E. with the Southeast line of Waterhouse Boulevard a distance of 399.16 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction with the Southeast line of Waterhouse Boulevard and with said curve to the right having a central angle of 62 deg. 54 min. 14 sec., a radius of 460.00 feet, a chord bearing of N. 73 deg. 53 min. 25 sec. E., a chord distance of 480.04 feet and an arc length of 505.02 feet to a 1/2" iron rod set for corner;

THENCE S. 74 deg. 39 min. 28 sec. E. with the South line of Waterhouse Boulevard a distance of 120.67 feet to a 5/8" iron rod with cap stamped "CITY OF GARLAND" found for corner at the intersection of the South line of Waterhouse Boulevard with the West line of Zion Road, said point also being the Northwest corner of that tract of land conveyed to the City of Garland by Deed recorded in Volume 2004155, Page 6786 of the Deed Records of Dallas County, Texas;

EXHIBIT A

THENCE S. 16 deg. 06 min. 07 sec. W. with the West line of Zion Road a distance of 171.25 feet to a 5/8" iron rod with cap stamped "CITY OF GARLAND" found for corner at the beginning of a curve to the left;

THENCE in a Southwesterly direction with the West line of Zion Road and with said curve to the left having a central angle of 00 deg. 23 min. 31 sec., a radius of 10035.00 feet, a chord bearing of S. 15 deg. 54 min. 22 sec. W., a chord distance of 68.64 feet and an arc length of 68.64 feet to a 5/8" iron rod with cap stamped "CITY OF GARLAND" found for corner in the North line of Interstate Highway No. 30 at the Southwest corner of said City of Garland tract;

THENCE N. 74 deg. 28 min. 16 sec. W. with a North line of Interstate Highway No. 30 a distance of 2.52 feet to a 1/2" iron rod set for corner at a Northwest corner of Interstate Highway No. 30;

THENCE S. 15 deg. 29 min. 21 sec. W. with a Northwest line of Interstate Highway No. 30 a distance of 91.37 feet to a 5/8" iron rod with cap stamped "CITY OF GARLAND" found for corner;

THENCE S. 54 deg. 59 min. 02 sec. W. with a Northwest line of Interstate Highway No. 30 a distance of 396.21 feet to a 1/2" iron rod set for corner;

THENCE S. 19 deg. 18 min. 33 sec. W. with a Northwest line of Interstate Highway No. 30 a distance of 201.41 feet to a

EXHIBIT A

concrete monument with brass cap stamped "TXDOT" found for corner;

THENCE S. 00 deg. 05 min. 09 sec. W. with a West line of Interstate Highway No. 30 a distance of 271.26 feet to a 1/2" iron rod found for corner at the Northeast corner of Lot 1, Block 1 of Faulkner Meadows East, an Addition to the City of Garland, according to the Plat thereof recorded in Volume 83082, Page 2070 of the Map Records of Dallas County, Texas;

THENCE N. 88 deg. 54 min. 19 sec. W. with the North line of Faulkner Meadows East a distance of 763.49 feet to a 1/2" iron rod with cap stamped "RPLS 1988" found for corner at the Northwest corner of Faulkner Meadows East;

THENCE S. 05 deg. 56 min. 32 sec. W. with the West line of Faulkner Meadows East a distance of 481.08 feet to a 5/8" iron rod found for corner in a Northwest line of Interstate Highway No. 30 at the Southwest corner of Faulkner Meadows East;

THENCE S. 64 deg. 35 min. 10 sec. W. with a Northwest line of Interstate Highway No. 30 a distance of 47.50 feet to a 1/2" iron rod found for corner at the intersection of a Northwest line of Interstate Highway No. 30 with the East line of Wellington Avenue, said point also being at the beginning of a non-tangent curve to the right;

THENCE in a Northwesterly direction with the East line of Wellington Avenue and with said non-tangent curve to the right having a central angle of 31 deg. 38 min. 49 sec., a

EXHIBIT A

radius of 343.67 feet, a chord bearing of N. 09 deg. 34 min. 09 sec. W., a chord distance of 187.42 feet and an arc length of 189.82 feet to a 1/2" iron rod set for corner;

THENCE N. 06 deg. 15 min. 15 sec. E. with the East line of Wellington Avenue a distance of 34.35 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Northeasterly direction with the East line of Wellington Avenue and with said curve to the left having a central angle of 06 deg. 12 min. 28 sec., a radius of 1129.89 feet, a chord bearing of N. 03 deg. 09 min. 01 sec. E., a chord distance of 122.36 feet and an arc length of 122.42 feet to a 1/2" iron rod set for corner;

THENCE N. 00 deg. 02 min. 47 sec. E. with the East line of Wellington Avenue a distance of 578.72 feet to the POINT OF BEGINNING and containing 18.045 acres of land.

EXHIBIT A

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 20-04

5001 Zion Road

- I. Statement of Purpose:** The purpose of this Planned Development is to approve a Detail Plan for eighty-nine (89) Single-Family detached homes and six (6) HOA lots.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, and Single-Family-5 (SF-5) District, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Single-Family-5 (SF-5) District as set forth in Chapter 2 of the Garland Development Code included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

Detail Plan: Development shall conform to the Site Plan and Landscape Plan set forth in Exhibit C and Exhibit D; however, in the event of conflict between the Detail Plan and the written conditions contained in this ordinance, the written conditions shall control.

V. Specific Conditions:

- A. Permitted Uses: Only Dwelling, Single-Family-5 (SF-5) detached uses are permitted.
- B. Minimum Lot Area: The minimum lot area is 4,200 square feet.
- C. Minimum Lot Width: The minimum lot width is forty (40) feet.
- D. Minimum Lot Depth: The minimum lot depth is 105 feet.
- E. Maximum Lot Coverage: The maximum lot coverage is sixty (60%) percent.
- F. Garages:

- Front entry garages shall be allowed.
- Offset front entry with the garage door set back at least five (5) feet behind the front of building face will not be required.
- Regardless of other setbacks, a street-facing garage door must have a minimum of twenty (20) feet from the applicable street right of way line.
- "J" and "Swing" drives will not be required.

- G. Alleys: Alleys will not be required with this development.
- H. Architectural Elements: Each garage shall incorporate at least two of the following architectural elements: Sconce lighting, decorative banding or moldings, decorative overhangs above garage doors, eyebrow soldier course over garage doors, decorative vent covers on gable above garage, upgraded carriage style garage doors or faux wood garage doors.
- I. Special Setback: The rear setback adjacent to street shall be ten (10) feet.
- J. Dwelling Unit Area: The minimum dwelling unit area is 1,600 square feet; however, thirty (30) percent or more of the dwelling units shall be greater than 2,000 square feet.
- K. Masonry Requirement: All elevations facing a dedicated street shall be 80% masonry or stone excluding gables, windows, doors, dormers, insets, areas under covered porches or other architectural projections and/or accents.
- L. Additional Front Entry Mitigation: All front elevations shall contain a covered front porch with a minimum area of forty (40) square feet.
- M. Roof Design: Each dwelling unit must be constructed with a roof overhang of not less than twelve (12) inches, as measured from the frame to the exterior edge of soffit.
- N. Trash Containers: Trash containers and recycling bins

must be stored in one of the following locations:

- Inside the garage of the single-family dwelling constructed on the lot; or
- Behind the single-family dwelling or fence constructed on the lot in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent lot.

O. Screening and Landscaping: Screening and landscaping shall be in general conformance with the Landscape Plan set forth in Exhibit D.

P. Homeowners Association: A Homeowners Association shall be incorporated, and each lot/homeowner shall be a mandatory member. The bylaws of this association shall establish a system of payment of dues; a system of enforcement of its rules and regulations; shall establish a clear and distinct definition of the responsibility of each member; and other provisions as deemed appropriate to secure a sound and stable association.

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

R. The development is required to be constructed in accordance with the terms and conditions of that certain development agreement between the City, Property Owner, and Developer.

EXHIBIT C

PRINTED BY: J:\P\2019\17-200 ROAD\CD\PRELIMINARY\PLANS\SHEDS-2 DETAIL PLANDWG [Detail Plan D3]
DWG NAME: 17-200 ROAD\CD\PRELIMINARY\PLANS\SHEDS-2 DETAIL PLANDWG [Detail Plan D3]
LAST SAVED: 4/15/2020 9:25 AM
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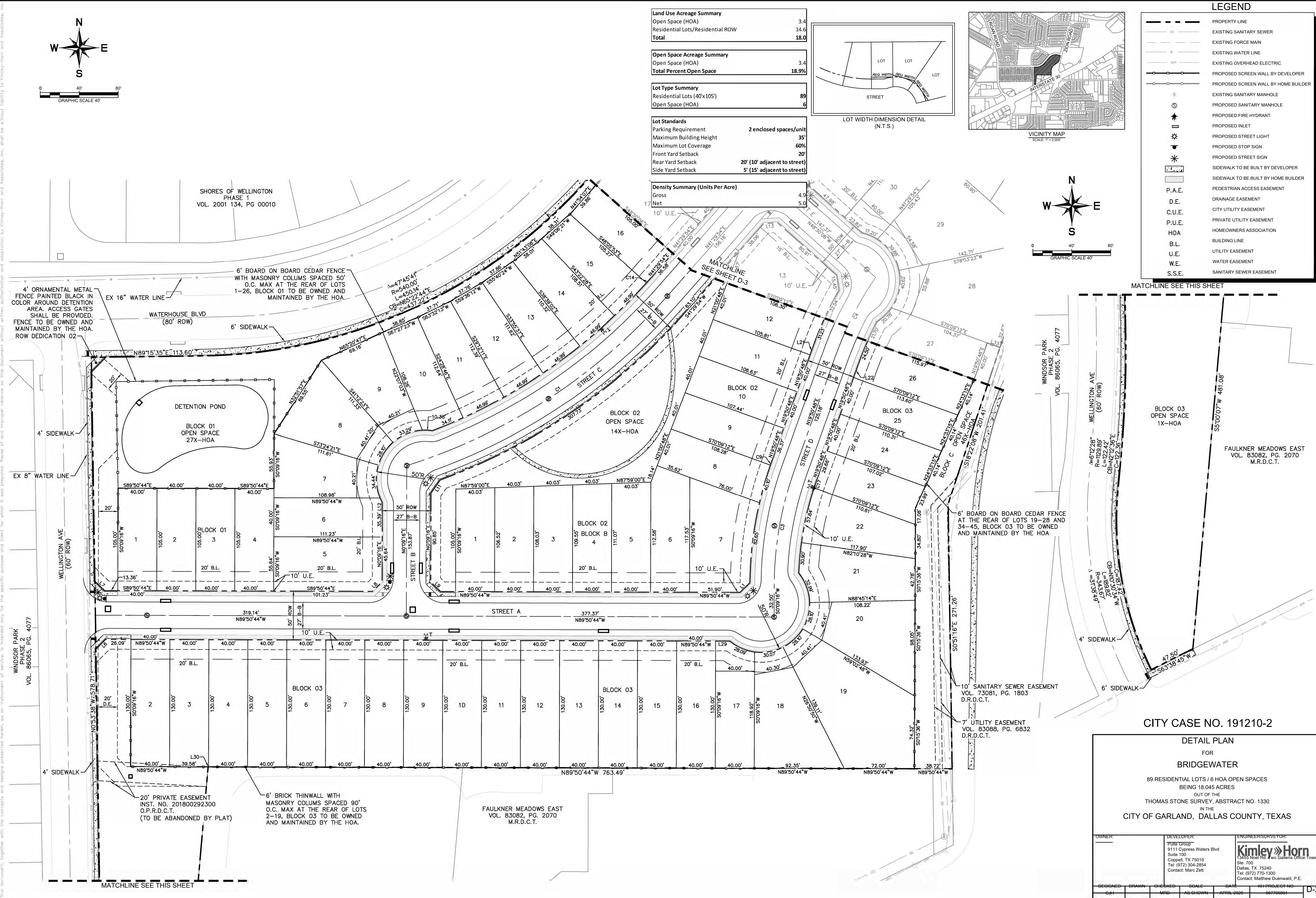
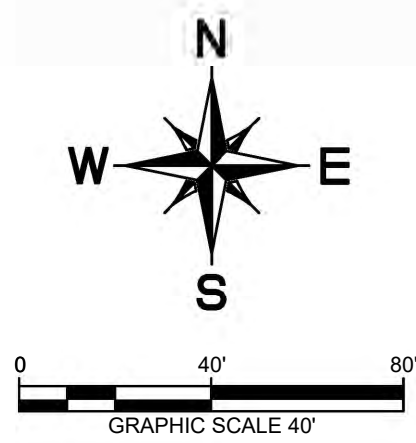


EXHIBIT C

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GRAPHIC SCALE 40'

SHORES OF WELLINGTON
PHASE 1
VOL. 2007 134, PG. 00010

6' BOARD ON BOARD CEDAR FENCE
WITH MASONRY COLUMNS SPACED
50' O.C. MAX AT THE REAR OF LOTS
1-26, BLOCK 01 TO BE OWNED AND
MAINTAINED BY THE HOA.

EXISTING 16" WATER LINE

6' BOARD ON BOARD CEDAR FENCE
WITH MASONRY COLUMNS SPACED
50' O.C. MAX AT THE REAR OF
LOTS 1-6, BLOCK 04 TO BE OWNED
AND MAINTAINED BY THE HOA.

ROW DEDICATION 01
FUTURE RIGHT TURN LANE AND
ZION ROAD WIDENING

6' BOARD ON BOARD CEDAR FENCE
AT THE REAR OF LOTS 19-28 AND
34-45, BLOCK 03 TO BE OWNED
AND MAINTAINED BY THE HOA.

LEGEND	
	PROPERTY LINE
	EXISTING SANITARY SEWER
	EXISTING FORCE MAIN
	EXISTING WATER LINE
	EXISTING OVERHEAD ELECTRIC
	PROPOSED SCREEN WALL
	EXISTING SANITARY MANHOLE
	PROPOSED SANITARY MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED INLET
	PROPOSED ON GRADE INLET
	PROPOSED STREET LIGHT
	PROPOSED STOP SIGN
	PROPOSED STREET SIGN
	PEDESTRIAN ACCESS EASEMENT
	DRAINAGE EASEMENT
	CITY UTILITY EASEMENT
	PRIVATE UTILITY EASEMENT
	HOMEOWNERS ASSOCIATION
	BUILDING LINE
	UTILITY EASEMENT
	WATER EASEMENT
	SANITARY SEWER EASEMENT



Land Use Acreage Summary	
Open Space (HOA)	3.4
Residential Lots/Residential ROW	14.6
Total	18.0

Open Space Acreage Summary	
Open Space (HOA)	3.4
Total Percent Open Space	18.9%

Lot Type Summary	
Residential Lots (40'x105')	89
Open Space (HOA)	6

Lot Standards	
Parking Requirement	2 enclosed spaces/unit
Maximum Building Height	35'
Maximum Lot Coverage	60%
Front Yard Setback	20'
Rear Yard Setback	20' (10' adjacent to street)
Side Yard Setback	5' (15' adjacent to street)

Density Summary (Units Per Acre)	
Gross	4.9
Net	5.0

CITY CASE NO. 191210-2

DETAIL PLAN

FOR

BRIDGEWATER

89 RESIDENTIAL LOTS / 6 HOA OPEN SPACES
BEING 18.045 ACRES

OUT OF THE
THOMAS STONE SURVEY, ABSTRACT NO. 1330

IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER:		DEVELOPER:		ENGINEER/SURVEYOR:	
		Pulte Group 9111 Cypress Waters Blvd Suite 100 Coppell, TX 75019 Tel: (972) 304-2854 Contact: Marc Zell		Kimley-Horn 1345 Noel Rd., 4th Floor Office Tower Ste. 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: Matthew Duenwald, P.E.	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	PROJECT NO.
G.H.		M.D.	AS SHOWN	APRIL 2020	067765601

D-3

PLATTED BY: MATH, 01/21/2020 1:41 PM, KIMLEY-HORN AND ASSOCIATES, INC. 415020025-AM
DRAWN NAME: KIMLEY-HORN AND ASSOCIATES, INC. 415020025-AM
LAST SAVED: 4/15/2020 09:25 AM
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CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	595.00'	322.56'	N57°01'44"E	318.63'	31°03'41"	165.35'
C2	400.00'	111.56'	S49°29'16"W	111.19'	15°58'45"	56.14'
C3	350.00'	120.29'	S10°00'02"W	119.70'	19°41'32"	60.75'
C4	350.00'	89.59'	S27°10'45"W	89.34'	14°39'55"	45.04'
C5	600.00'	86.34'	N35°23'00"W	86.27'	8°14'41"	43.24'
C6	800.00'	65.56'	S33°36'31"E	65.54'	4°41'44"	32.80'
C7	350.00'	320.64'	N27°47'57"E	309.54'	52°29'19"	172.56'
C8	425.00'	35.59'	S48°03'29"W	35.58'	4°47'52"	17.80'
C9	375.00'	3.63'	S19°34'09"W	3.63'	0°33'18"	1.82'
C10	111.50'	36.74'	N21°49'18"W	36.57'	18°52'43"	18.54'
C11	88.50'	30.94'	S22°23'52"E	30.78'	20°01'50"	15.63'
C12	460.00'	295.79'	N76°05'58"E	290.72'	36°50'33"	153.21'
C13	460.00'	14.69'	N42°24'47"E	14.69'	1°49'48"	7.35'
C14	570.00'	4.02'	N41°42'00"E	4.02'	0°24'13"	2.01'
C15	375.00'	0.15'	S1°31'55"W	0.15'	0°01'24"	0.08'
C16	60.00'	8.99'	N78°50'29"W	8.98'	8°34'58"	4.50'
C17	325.00'	10.35'	S18°56'05"W	10.35'	1°49'26"	5.17'

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.17	N45°15'18.84"E
L2	35.00	S88°26'42.72"E
L3	5.67	N12°22'56.71"W
L4	14.73	N12°22'56.71"W
L5	4.72	N31°15'39.31"W
L6	14.01	S44°37'48.61"W
L7	14.24	S45°29'28.65"E
L8	14.14	N45°09'15.61"E
L9	14.14	N44°50'44.39"W
L10	2.52	N75°24'41.39"W
L11	16.36	N35°16'34.87"E
L12	35.39	N0°09'15.61"E
L13	14.14	S86°29'53.61"W
L14	14.14	N3°30'06.39"W
L15	13.39	S79°13'44.71"E
L16	15.05	N9°55'54.42"E
L17	13.39	S87°48'28.72"E
L18	20.03	S8°37'09.09"W
L19	14.21	S80°41'34.71"E
L20	28.79	S39°30'20.67"E

LINE TABLE		
LINE	LENGTH	BEARING
L21	8.81	N19°50'47.77"E
L22	15.52	N19°50'47.77"E
L23	28.79	N39°30'20.67"W
L24	7.67	N41°29'53.61"E
L25	6.70	S87°48'28.72"E
L26	7.66	N31°15'39.31"W
L27	6.42	S35°57'23.39"E
L28	12.73	N37°26'01.59"W
L29	14.59	N89°50'44.39"W
L30	0.42	N89°50'44.39"W
L31	7.21	S54°02'36.61"W
L32	16.66	N14°51'21.79"E
L33	13.89	S70°09'12.23"E

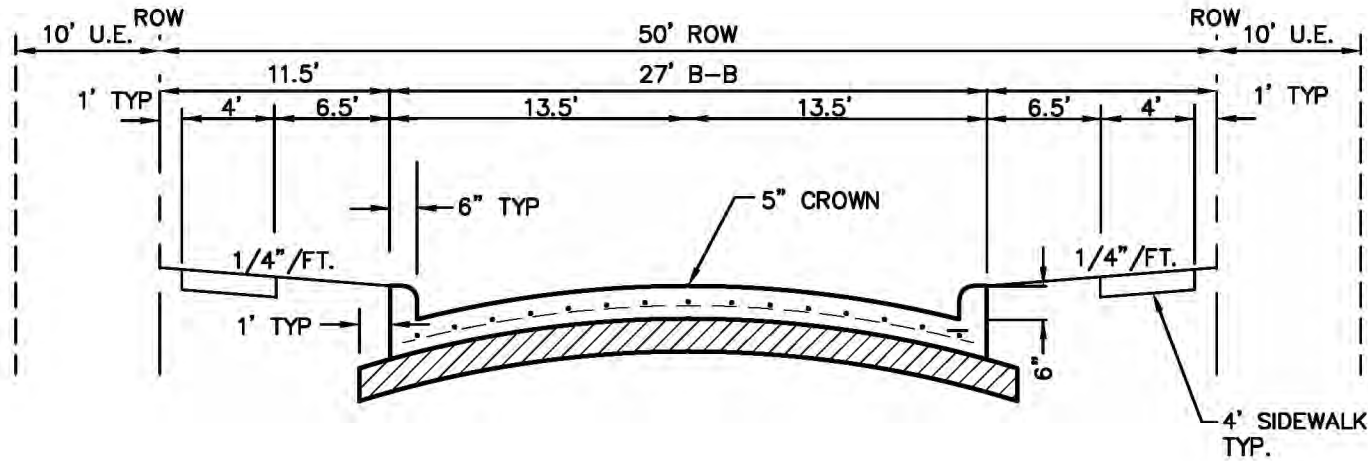
LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK 01 HOA LOT 27X	0.875	38,112
BLOCK 01 LOT 1	0.096	4,200
BLOCK 01 LOT 2	0.096	4,200
BLOCK 01 LOT 3	0.096	4,200
BLOCK 01 LOT 4	0.096	4,200
BLOCK 01 LOT 5	0.141	6,139
BLOCK 01 LOT 6	0.102	4,444
BLOCK 01 LOT 7	0.121	5,265
BLOCK 01 LOT 8	0.143	6,244
BLOCK 01 LOT 9	0.124	5,399
BLOCK 01 LOT 10	0.106	4,621
BLOCK 01 LOT 11	0.110	4,775
BLOCK 01 LOT 12	0.109	4,756
BLOCK 01 LOT 13	0.108	4,717
BLOCK 01 LOT 14	0.107	4,658
BLOCK 01 LOT 15	0.105	4,562
BLOCK 01 LOT 16	0.097	4,230
BLOCK 01 LOT 17	0.096	4,200
BLOCK 01 LOT 18	0.096	4,200
BLOCK 01 LOT 19	0.096	4,200

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK 01 LOT 20	0.096	4,200
BLOCK 01 LOT 21	0.096	4,200
BLOCK 01 LOT 22	0.096	4,200
BLOCK 01 LOT 23	0.096	4,200
BLOCK 01 LOT 24	0.096	4,200
BLOCK 01 LOT 25	0.102	4,464
BLOCK 01 LOT 26	0.138	6,008
BLOCK 02 HOA LOT 14X	0.513	22,329
BLOCK 02 LOT 1	0.097	4,230
BLOCK 02 LOT 2	0.099	4,291
BLOCK 02 LOT 3	0.100	4,352
BLOCK 02 LOT 4	0.101	4,412
BLOCK 02 LOT 5	0.103	4,473
BLOCK 02 LOT 6	0.113	4,925
BLOCK 02 LOT 7	0.157	6,828
BLOCK 02 LOT 8	0.101	4,384
BLOCK 02 LOT 9	0.099	4,314
BLOCK 02 LOT 10	0.098	4,281
BLOCK 02 LOT 11	0.115	5,023
BLOCK 02 LOT 12	0.097	4,230

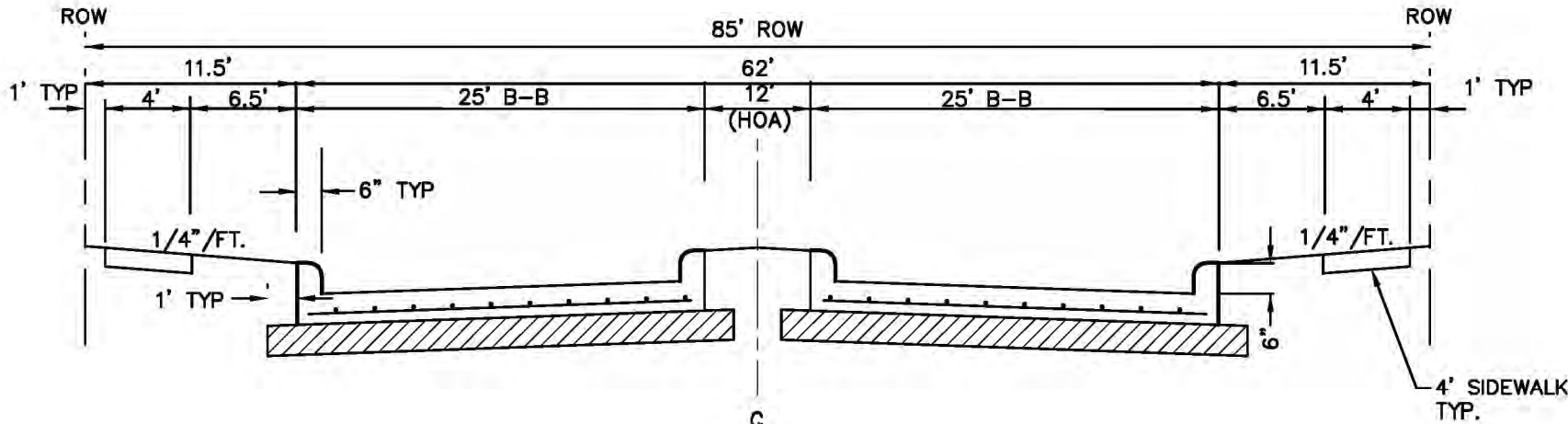
LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK 02 LOT 13	0.149	6,477
BLOCK 03 HOA LOT 1X	1.126	49,061
BLOCK 03 HOA LOT 46X	0.306	13,328
BLOCK 03 LOT 2	0.119	5,200
BLOCK 03 LOT 3	0.119	5,200
BLOCK 03 LOT 4	0.119	5,200
BLOCK 03 LOT 5	0.119	5,200
BLOCK 03 LOT 6	0.119	5,200
BLOCK 03 LOT 7	0.119	5,200
BLOCK 03 LOT 8	0.119	5,200
BLOCK 03 LOT 9	0.119	5,200
BLOCK 03 LOT 10	0.119	5,200
BLOCK 03 LOT 11	0.119	5,200
BLOCK 03 LOT 12	0.119	5,200
BLOCK 03 LOT 13	0.119	5,200
BLOCK 03 LOT 14	0.119	5,200
BLOCK 03 LOT 15	0.119	5,200
BLOCK 03 LOT 16	0.119	5,200
BLOCK 03 LOT 17	0.115	5,023
BLOCK 03 LOT 18	0.170	7,415

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK 03 LOT 19	0.258	11,241
BLOCK 03 LOT 20	0.162	7,051
BLOCK 03 LOT 21	0.137	5,982
BLOCK 03 LOT 22	0.121	5,255
BLOCK 03 LOT 23	0.098	4,271
BLOCK 03 LOT 24	0.100	4,346
BLOCK 03 LOT 25	0.103	4,478
BLOCK 03 LOT 26	0.106	4,602
BLOCK 03 LOT 27	0.103	4,473
BLOCK 03 LOT 28	0.254	11,062
BLOCK 03 LOT 29	0.205	8,920
BLOCK 03 LOT 30	0.101	4,386
BLOCK 03 LOT 31	0.147	6,386
BLOCK 03 LOT 32	0.191	8,317
BLOCK 03 LOT 33	0.120	5,218
BLOCK 03 LOT 34	0.131	5,692
BLOCK 03 LOT 35	0.283	12,329
BLOCK 03 LOT 36	0.156	6,787
BLOCK 03 LOT 37	0.113	4,902
BLOCK 03 LOT 38	0.132	5,768

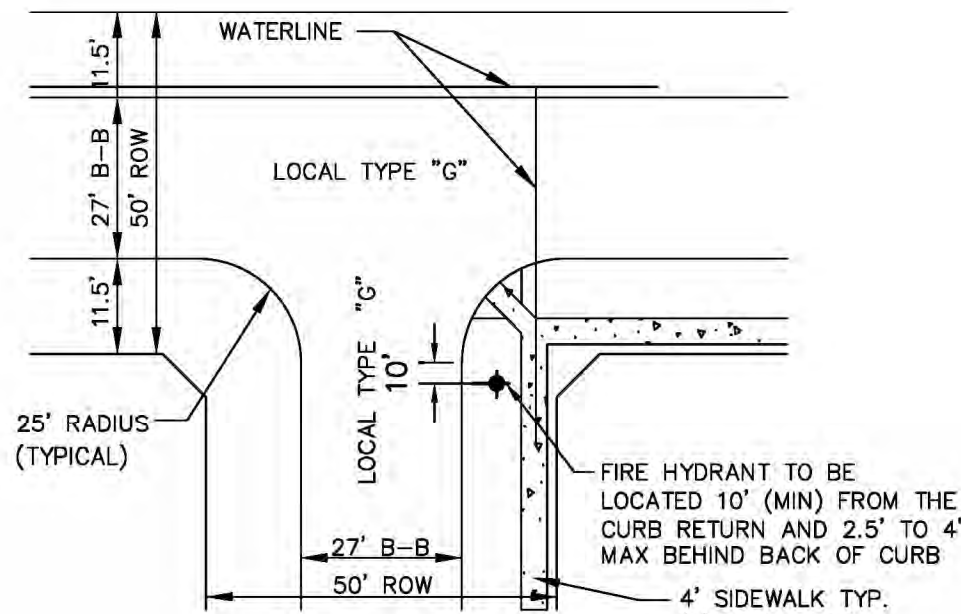
LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK 03 LOT 39	0.144	6,259
BLOCK 03 LOT 40	0.154	6,716
BLOCK 03 LOT 41	0.139	6,033
BLOCK 03 LOT 42	0.126	5,507
BLOCK 03 LOT 43	0.121	5,260
BLOCK 03 LOT 44	0.121	5,271
BLOCK 03 LOT 45	0.140	6,102
BLOCK 04 HOA LOT 7X	0.595	25,908
BLOCK 04 LOT 1	0.143	6,232
BLOCK 04 LOT 2	0.120	5,229
BLOCK 04 LOT 3	0.128	5,572
BLOCK 04 LOT 4	0.139	6,075
BLOCK 04 LOT 5	0.112	4,900
BLOCK 04 LOT 6	0.097	4,245
BLOCK 05 HOA LOT 1X	0.027	1,184
ROW DEDICATION 01	0.093	4,062
ROW DEDICATION 02	0.003	112



50' RESIDENTIAL STREET
NTS



85' DIVIDED ENTRY STREET
NTS



RESIDENTIAL STREET INTERSECTING
RESIDENTIAL STREET
NTS

All that certain lot, tract or parcel of land situated in the Thomas Stone Survey, Abstract No. 1330, City of Garland, Dallas County, Texas, and being part of that tract of land described as the Second Parcel in a Deed from Garth W. Daniel, et ux, to Thomas Gorman, Bishop, Roman Catholic Diocese Dallas, as recorded in Volume 3848, Page 427 of the Deed Records of Dallas County, Texas (hereinafter called Subject Tract One), and being part of that tract of land described in a Deed from Glenn Justice to Thomas Gorman, Bishop, Roman Catholic Diocese Dallas Fort-Worth, as recorded in Volume 5030, Page 357 of the Deed Records of Dallas County, Texas (hereinafter called Subject Tract Two), and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "CARTER & BURGESS" found for corner at the intersection of the East line of Wellington Avenue (80' right-of-way per plat recorded in Volume 86065, Page 4077 of the Map Records of Dallas County, Texas), with the South line of Waterhouse Boulevard (80' right-of-way per plat recorded in Volume 2000134, Page 10 of the Map Records of Dallas County, Texas),

THENCE S. 89 deg. 48 min. 00 sec. E. with the South line of Waterhouse Boulevard a distance of 113.60 feet to a 1/2" iron rod with plastic cap stamped "STOVALL & ASSOC." set (hereinafter called 1/2" iron rod set) for corner at the beginning of a curve to the left;

THENCE in a Northeasterly direction with the Southeast line of Waterhouse Boulevard and with said curve to the left having a central angle of 47 deg. 45 min. 41 sec., a radius of 540.00 feet, a chord bearing of N. 73 deg. 53 min. 09 sec. E., a chord distance of 437.22 feet and an arc length of 450.14 feet to a 1/2" iron rod set for corner;

THENCE N. 42 deg. 26 min. 19 sec. E. with the Southeast line of Waterhouse Boulevard a distance of 399.16 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction with the Southeast line of Waterhouse Boulevard and with said curve to the right having a central angle of 62 deg. 54 min. 14 sec., a radius of 460.00 feet, a chord bearing of N. 73 deg. 53 min. 25 sec. E., a chord distance of 480.04 feet and an arc length of 505.02 feet to a 1/2" iron rod set for corner;

THENCE S. 74 deg. 39 min. 28 sec. E. with the South line of Waterhouse Boulevard a distance of 120.67 feet to a 5/8" iron rod with cap stamped "CITY OF GARLAND" found for corner at the intersection of the South line of Waterhouse Boulevard with the West line of Zion Road, said point also being the Northwest corner of that tract of land conveyed to the City of Garland by Deed recorded in Volume 2004155, Page 6786 of the Deed Records of Dallas County, Texas;

THENCE S. 16 deg. 06 min. 07 sec. W. with the West line of Zion Road a distance of 171.25 feet to a 5/8" iron rod with cap stamped "CITY OF GARLAND" found for corner at the beginning of a curve to the left;

THENCE in a Southwesterly direction with the West line of Zion Road and with said curve to the left having a central angle of 00 deg. 23 min. 31 sec., a radius of 10035.00 feet, a chord bearing of S. 15 deg. 54 min. 22 sec. W., a chord distance of 68.64 feet and an arc length of 68.64 feet to a 5/8" iron rod with cap stamped "CITY OF GARLAND" found for corner in the North line of Interstate Highway No. 30 at the Southwest corner of said City of Garland tract;

THENCE N. 74 deg. 28 min. 16 sec. W. with a North line of Interstate Highway No. 30 a distance of 2.52 feet to a 1/2" iron rod set for corner at a Northwest corner of Interstate Highway No. 30;

THENCE S. 15 deg. 29 min. 21 sec. W. with a Northwest line of Interstate Highway No. 30 a distance of 91.37 feet to a 5/8" iron rod with cap stamped "CITY OF GARLAND" found for corner;

THENCE S. 54 deg. 59 min. 02 sec. W. with a Northwest line of Interstate Highway No. 30 a distance of 396.21 feet to a 1/2" iron rod set for corner;

THENCE S. 19 deg. 18 min. 33 sec. W. with a Northwest line of Interstate Highway No. 30 a distance of 201.41 feet to a concrete monument with brass cap stamped "XDOT" found for corner;

THENCE S. 00 deg. 05 min. 09 sec. W. with a West line of Interstate Highway No. 30 a distance of 271.26 feet to a 1/2" iron rod found for corner at the Northeast corner of Lot 1, Block 1 of Faulkner Meadows East, an Addition to the City of Garland, according to the Plat thereof recorded in Volume 83082, Page 2070 of the Map Records of Dallas County, Texas;

THENCE N. 88 deg. 54 min. 19 sec. W. with the North line of Faulkner Meadows East a distance of 763.49 feet to

a 1/2" iron rod with cap stamped "RPLS 1988" found for corner at the Northwest corner of Faulkner Meadows East;

THENCE S. 05 deg. 56 min. 32 sec. W. with the West line of Faulkner Meadows East a distance of 481.08 feet to a 5/8" iron rod found for corner in a Northwest line of Interstate Highway No. 30 at the Southwest corner of Faulkner Meadows East;

THENCE S. 64 deg. 35 min. 10 sec. W. with a Northwest line of Interstate Highway No. 30 a distance of 47.50 feet to a 1/2" iron rod found for corner at the intersection of a Northwest line of Interstate Highway No. 30 with the East line of Wellington Avenue, said point also being at the beginning of a non-tangent curve to the right;

THENCE in a Northwesterly direction with the East line of Wellington Avenue and with said non-tangent curve to the right having a central angle of 31 deg. 38 min. 49 sec., a radius of 343.67 feet, a chord bearing of N. 09 deg. 34 min. 09 sec. W., a chord distance of 187.42 feet and an arc length of 189.82 feet to a 1/2" iron rod set for corner;

THENCE N. 06 deg. 15 min. 15 sec. E. with the East line of Wellington Avenue a distance of 34.35 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Northeasterly direction with the East line of Wellington Avenue and with said curve to the left having a central angle of 06 deg. 12 min. 28 sec., a radius of 1129.89 feet, a chord bearing of N. 03 deg. 09 min. 01 sec. E., a chord distance of 122.36 feet and an arc length of 122.42 feet to a 1/2" iron rod set for corner;

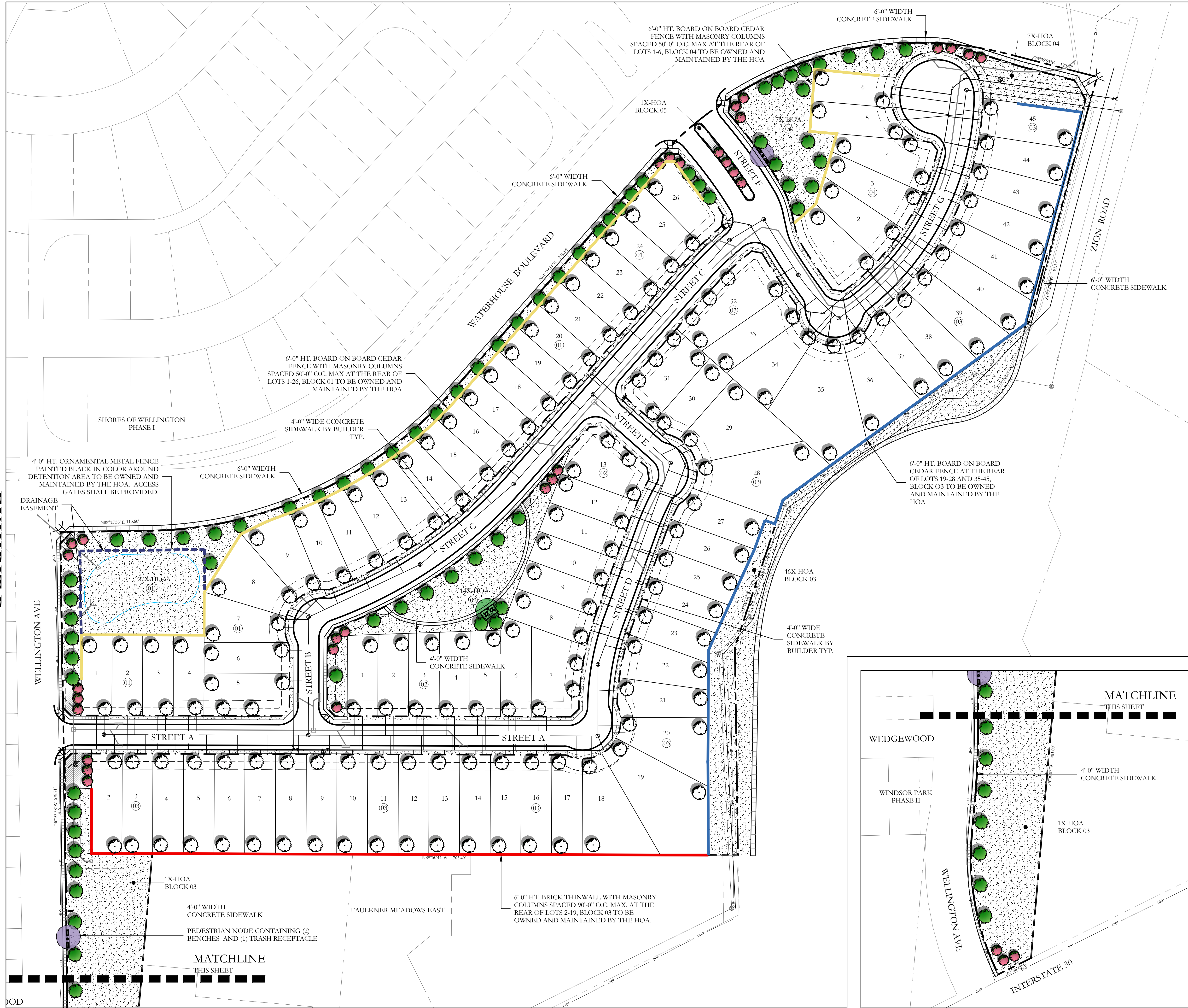
THENCE N. 00 deg. 02 min. 47 sec. E. with the East line of Wellington Avenue a distance of 578.72 feet to the **POINT OF BEGINNING** and containing 18.045 acres of land.

NOTE:

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

CITY CASE NO. 191210-2

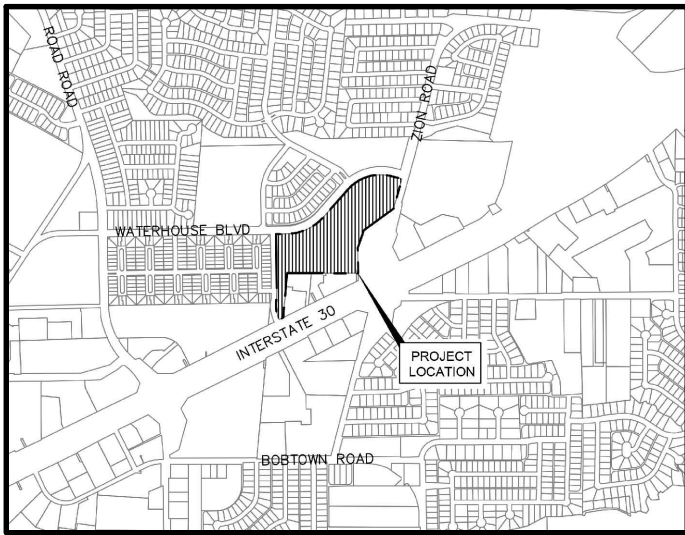
DETAIL PLAN FOR BRIDGEWATER 89 RESIDENTIAL LOTS / 6 HOA OPEN SPACES BEING 18.045 ACRES OUT OF THE THOMAS STONE SURVEY, ABSTRACT NO. 1330 IN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS					
OWNER:		DEVELOPER: Pulte Group 9111 Cypress Waters Blvd Suite 100 Coppell, TX 75019 Tel: (972) 304-2854 Contact: Marc Zell		ENGINEER/SURVEYOR: Kimley»Horn 13455 Noel Rd., Two Galleria Office Tower Ste. 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: Matthew Duenwald, P.E.	
DESIGNED CJF	DRAWN CJF	CHECKED MRD	SCALE AS SHOWN	DATE APRIL 2020	KH PROJECT NO. 057/05801
					D-4



LANDSCAPE LEGEND

- 76-3" CALIPER, 7' HT., SHADE TREE AT TIME OF PLANTING, 35' HT. AT MATURITY. SPECIES SHALL BE ONE OF THE FOLLOWING: LIVE OAK (QUERCUS VIRGINIANA), SHUMARD OAK (QUERCUS SHUMARDII), BUR OAK (QUERCUS MACROCARPA), LACEBARK ELM (ULMUS PARVIFOLIA), CEDAR ELM (ULMUS CRASSIFOLIA), CHINESE PISTACHE (PISTACIA CHINENSIS)
- 33-2" CALIPER, 7' HT., ORNAMENTAL TREE AT TIME OF PLANTING, 20' HT. AT MATURITY. SPECIES SHALL BE ONE OF THE FOLLOWING: TEXAS REDBUD (CERCIS CANADENSIS VAR. TEXENSIS), GRAPE MYRTLE (VARYING SPECIES) MEXICAN PLUM (PRUNUS MEXICANA), YAUPON HOLLY (ILEX VOMITORIA)
- 189-3" CALIPER, 7' HT., SHADE TREE AT TIME OF PLANTING, 35' HT. AT MATURITY. SPECIES SHALL BE ONE OF THE FOLLOWING: LIVE OAK (QUERCUS VIRGINIANA), SHUMARD OAK (QUERCUS SHUMARDII), BUR OAK (QUERCUS MACROCARPA), LACEBARK ELM (ULMUS PARVIFOLIA), CEDAR ELM (ULMUS CRASSIFOLIA), CHINESE PISTACHE (PISTACIA CHINENSIS)
- 4,400 SF - SHRUB AND GROUND COVER PLANTING. SPECIES SHALL BE ONE OF THE FOLLOWING: 7 GALLON GLOSSY ABELIA (ABELIA GRANDIFLORA), 3 GALLON INDIAN HAWTHORN (RAPIHOLEPIS INDICA), 7 GALLON DWARF BURFORD HOLLY (ILEX CORNUTA 'BURFORDII NANA'), 3 GALLON MORNING LIGHT MISCANTHUS (MISCANTHUS SINENSIS 'GRACILLIMUS'), 1 GALLON LIRIOPE (LIRIOPE MUSCARD), 1 GALLON WINTERCREEPER (EUONYMUS FORTUNEI)
- COMMON BERMUDA GRASS LAWN
- PEDESTRIAN NODE CONTAINING (2) PARK TABLES, (1) TRASH RECEPTACLE AND 12x20' CEDAR SHADE STRUCTURE. NODE SHALL HAVE SHRUB AND GROUND COVER SURROUND.
- PEDESTRIAN NODE CONTAINING (2) BENCHES AND (1) TRASH RECEPTACLE. NODE SHALL HAVE SHRUB AND GROUND COVER SURROUND.
- 6'-0" HT. BRICK THINWALL WITH MASONRY COLUMNS SPACED 9'-0" O.C. MAX.
- 6'-0" HT. BOARD ON BOARD CEDAR FENCE WITH MASONRY COLUMNS SPACED 9'-0" O.C. MAX. TO BE OWNED AND MAINTAINED BY THE HOA
- 6'-0" HT. BOARD ON BOARD CEDAR FENCE TO BE OWNED AND MAINTAINED BY THE HOA
- 4'-0" HT. ORNAMENTAL METAL FENCE PAINTED BLACK IN COLOR AROUND DETENTION AREA. ACCESS GATES SHALL BE PROVIDED.

NOTE:
A. ALL SIDEWALKS ALONG WATERHOUSE BLVD. AND ZION RD. SHALL BE 6' WIDTH.
B. ALL REMAINING SIDEWALKS SHALL BE 4' WIDTH.
C. ALL AREAS BETWEEN CURB AND SIDEWALK SHALL RECEIVE COMMON BERMUDA GRASS LAWN.



LOCATION MAP
NOT TO SCALE

OWNER/DEVELOPER:
PULTE GROUP
9111 CYPRESS WATERS BLVD.
SUITE 100
COPPELL, TEXAS 75019
PH. (972) 304-2854
CONTACT: MARC ZETT

LANDSCAPE ARCHITECT:
CODY JOHNSON STUDIO, LLC
9720 COIT ROAD SUITE 220-333
PLANO, TEXAS 75025
PH. (903) 570-0162
CONTACT: CODY JOHNSON, RLA, ASLA, LI

LANDSCAPE DETAIL PLAN

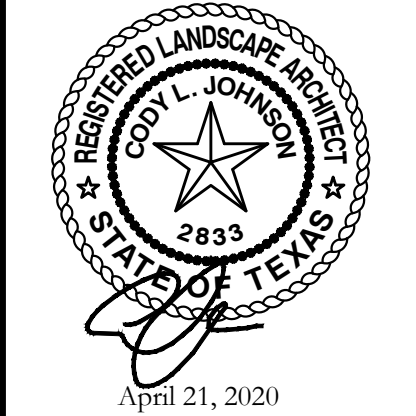
Landscape Detail Plan

Bridgewater Detail Plan

City of Garland, Dallas County, Texas

CODY JOHNSON
s.t.u.d.i.o

9720 COIT ROAD SUITE 220-333 PLANO, TEXAS 75025
PH. (903) 570-0162
EMAIL: CODY@CODYJOHNSONSTUDIO.COM



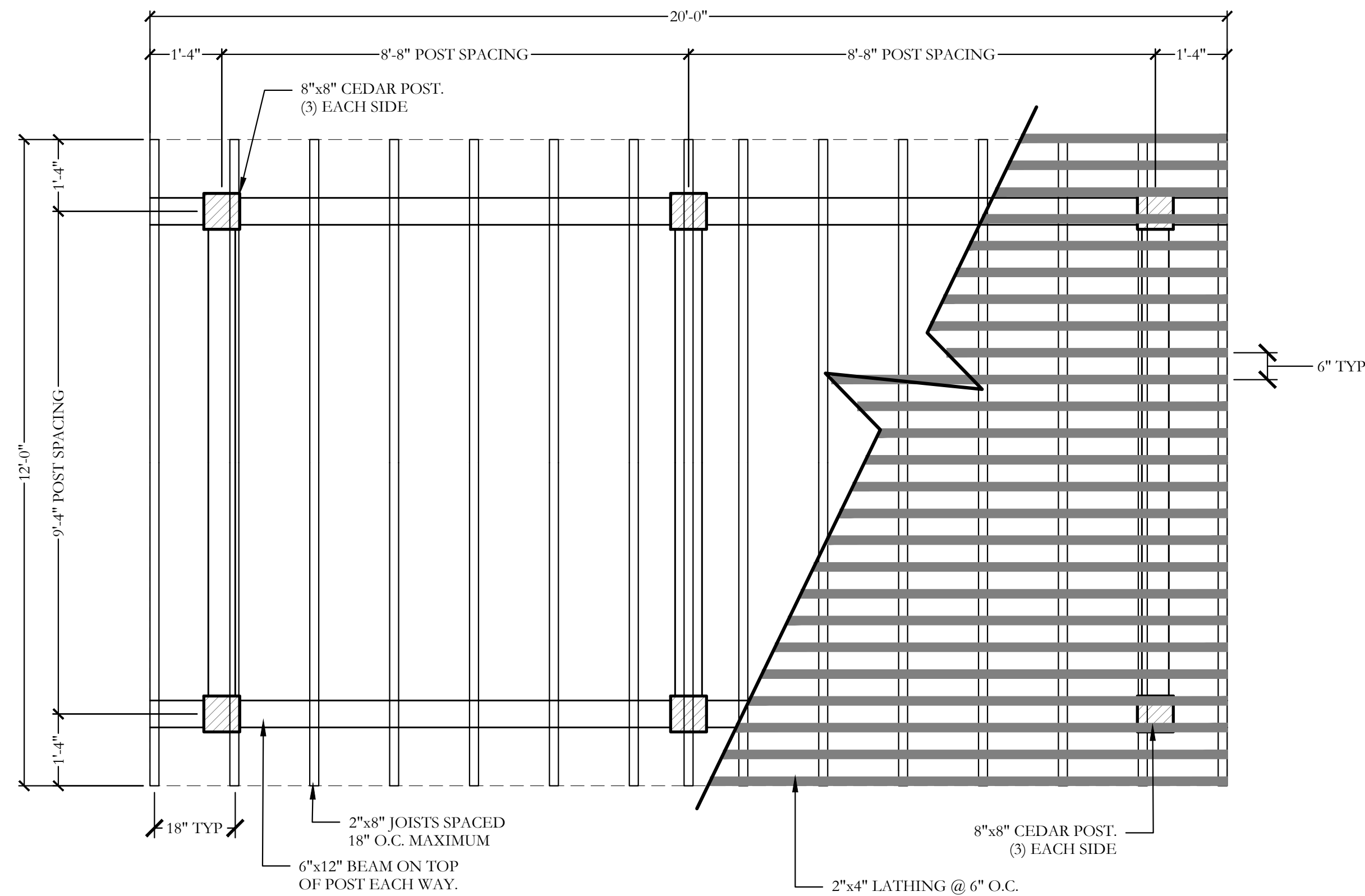
North arrow pointing up.

Scale: 1" = 60'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

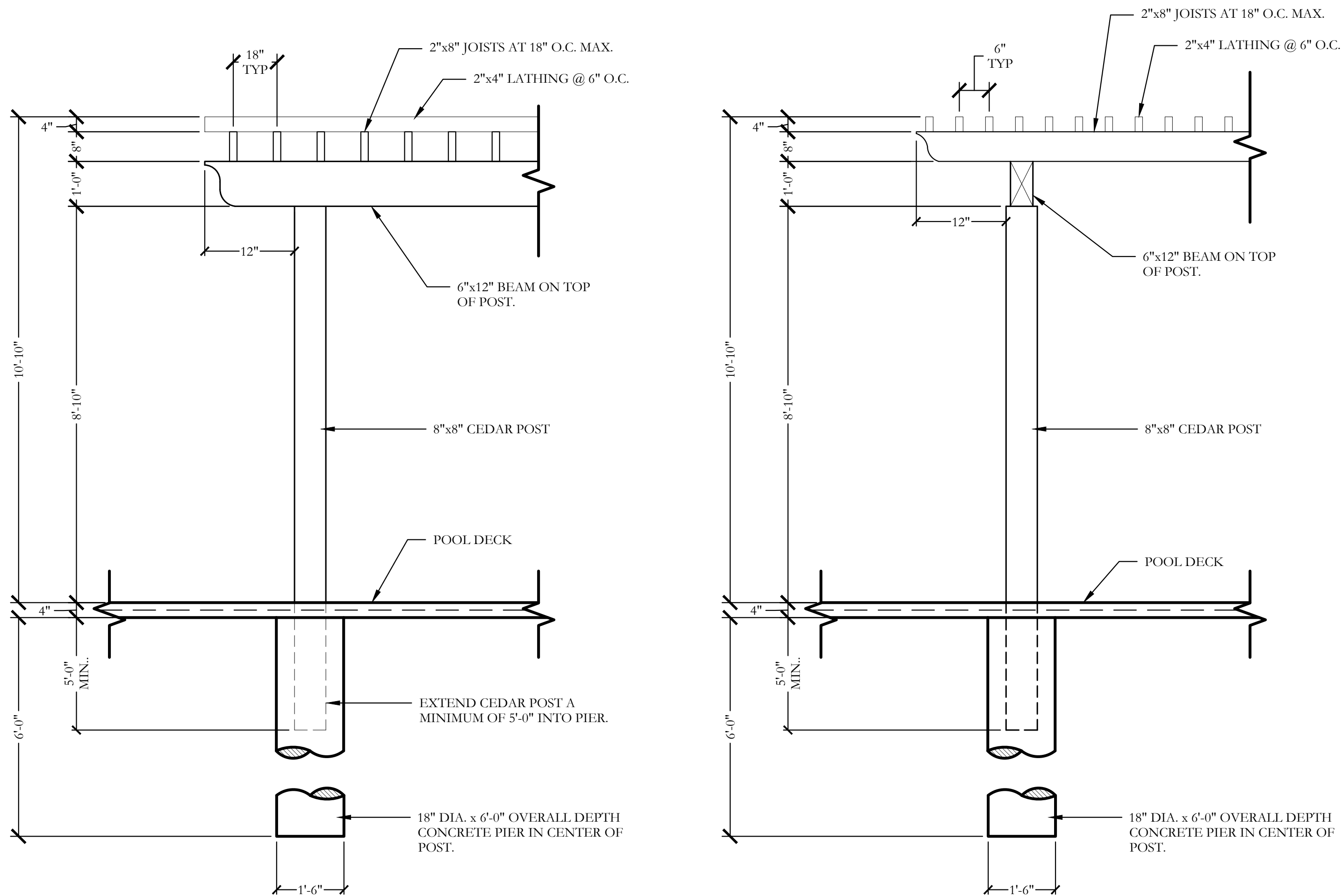
One Inch

CJS PROJECT NO.	PHM038
SHEET NO.	LS1 of 3



1 CEDAR SHADE STRUCTURE LAYOUT (20'x12') PLAN

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



2 CEDAR SHADE STRUCTURE DETAILS SECTION

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

Item: Superior Pet Waste Eliminator

Basic Specifications
Sign
Size: 12" x 18"
Material: Aluminum
Thickness: 0.063
Mounting Hole Diameter: 3/8"

Dispenser Box
Size: 10" x 18"
Material: Aluminum
Thickness: 0.032
Mounting Hole Diameter: 3/8"
Backspring Material: Stainless Steel
Lock Material: 301 Stainless Steel
Paint: Powder Coating

Trash Receptacle
Size: 12" x 24"
Material: G90
Thickness: 1.2 mm
Mounting Hole Diameter: 3/8"
Paint: Powder Coating

Pole: Powder coated steel

Some additional notes:

Hardware: All mounting hardware is provided and is either stainless steel or nylon (to protect painted surfaces)
Guarantee: Lifetime

Testing is done on dispenser boxes and trash receptacles to insure quality. I've listed some of the test below
Salt spray test - 500hrs with less than 3mm creepage to ASTM G85-06 and ASTM D 1654-08
Pencil hardness - H or 2 H (ASTM D3362)
Impact resistance - ASTM D2794 - No visible cracking an 100 inch/pounds
Adhesion - ASTM D3359
Cure test - 50 double rubs using MEK

3 PET WASTE STATION

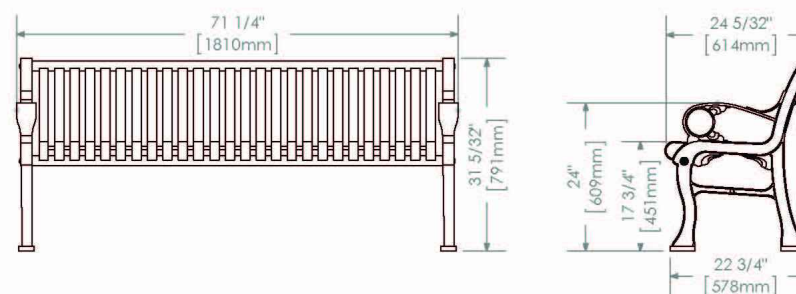
NOT TO SCALE

310 SERIES

MLB310-M



MATERIALS: Bench ends are made from solid cast aluminum. The seat employs flat bar strapped H.S. steel tube.
FINISH: All steel components are protected with E-Coat rust proofing. The Maglin Powdercoat System provides a durable finish on all metal surfaces.
INSTALLATION: The bench is delivered pre-assembled. Holes (0.5") are provided in each foot for securing to base.
TO SPECIFY: Select MLB310-M
Choose:
- Powdercoat Color
OPTIONS:
- Horizontal Steel Straps (MLB310-MH)
- Center Arm
- Plaque
- Personalization



DIMENSIONS:
Height: 21 5/8" (549mm)
Length: 71 1/4" (1810mm)
Seat Height: 17 3/4" (448mm)
Weight: 134.4lbs (61kg)

MAGLIN

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4 MAGLIN BENCH

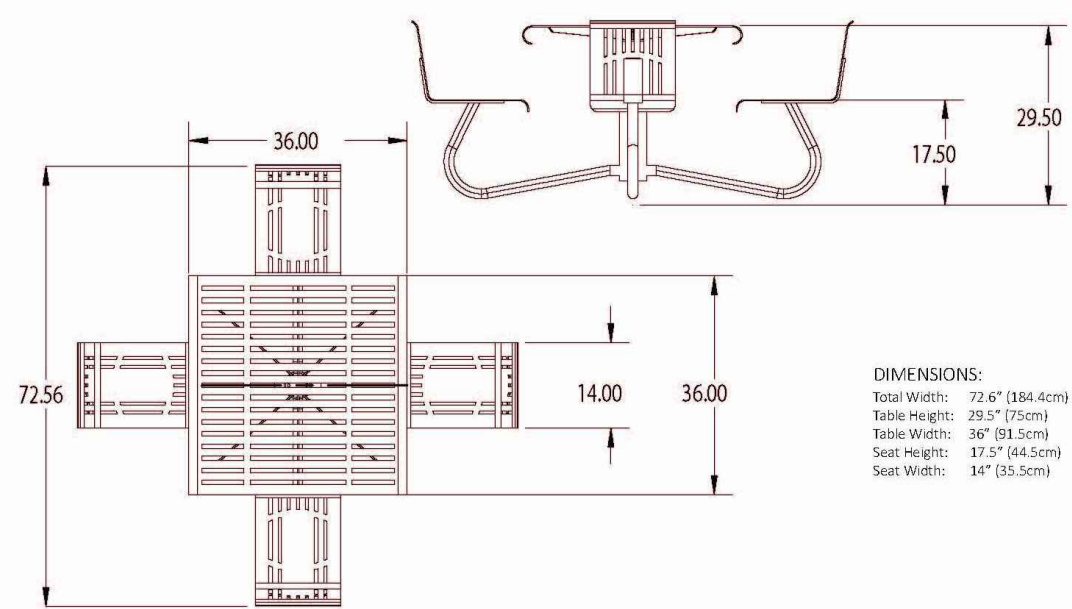
NOT TO SCALE

1100 SERIES

MLPT 1100-M



MATERIALS: Table top and seats are manufactured using lasered steel panels. The frame is H.S. steel tube and is available as surface mount only.
FINISH: All steel components are protected with E-Coat rust proofing. The Maglin Powdercoat System provides a durable finish on all metal surfaces.
INSTALLATION: The table is delivered pre-assembled.
TO SPECIFY: Select MLPT1100-M
Choose:
- Powdercoat Color
OPTIONS:
- Game Board (GB)
- Umbrella Mount (UM)



MAGLIN

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5 MAGLIN TABLE

NOT TO SCALE

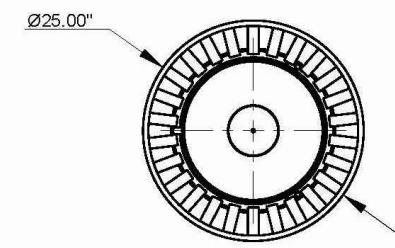
ALL MAGLIN SITE FURNISHINGS
SHALL BE POWDER-COATED
BLACK IN COLOR.

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.
One Inch

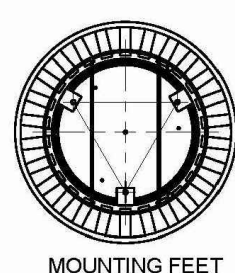
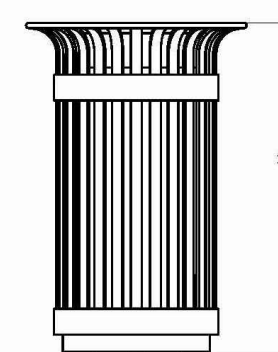
MAGLIN
T. 800.716.5506
F. 817.260.9393
WWW.MAGLIN.COM
SALES@MAGLIN.COM

MLWR200-20-ST

MATERIALS: The trash container frame is constructed using heavy duty steel flat bar. A 20 gallon commercial grade plastic liner and standard metal lid are provided.
FINISH: All steel components are protected with E-Coat rust proofing. The Maglin Powdercoat System provides a durable finish on all metal surfaces.
INSTALLATION: The trash container is delivered pre-assembled. Holes (0.5") are provided in each mounting foot for securing to base.
TO SPECIFY: Select MLWR200-20
Choose:
- Powdercoat Color
- Standard Lid (ST) or lid options shown below
OPTIONS:
- Dome Lid (DL20)
- Paper Slot Lid (PS)
- Bottle/Can Slot Lid (BC)
- Side Ash Receptacle (SA)
- Side Opening (MLWR200S-20)



DIMENSIONS:
Height: 25.00" (635mm)
Diameter: 24.50" (619mm)
Weight: 170lbs (77kg)
Liner Capacity: 20.0 Gallons, 75.7 Litres



All drawings, specifications, design and details on this page remain the property of Maglin Site Furniture Inc. and may not be used without Maglin authorization. Details and specifications may vary due to continuing improvements of our products.

6 MAGLIN TRASH RECEPTACLE

NOT TO SCALE

LANDSCAPE DETAIL PLAN

Landscape Detail Plan

Bridgewater Detail Plan

City of Garland, Dallas County, Texas

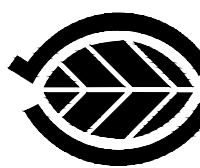
CJS PROJECT NO.

PHM038

SHEET NO.

LS3 of 3

CODY JOHNSON
s . t . u . d . i . o



February 26, 2020



EXHIBIT E































GARLAND PLANNING REPORT

City Council Regular Session Agenda

8. d.

Meeting Date: 06/02/2020

Item Title: Z 20-07 Garland Senior Living, Ltd. - Zoning (District 8)

Submitted By: Kira Wauwie, Principal Development Planner

REQUEST

Approval of an Amendment to Planned Development (PD) District 07-33 for Single-Family-7 (SF-7) Uses to add Multi-Family Uses (Elder Care – Independent Living Use).

LOCATION

502 Belt Line Road, 301 Tina Drive and 2222 Monarch Drive

OWNER

First United Pentecostal Church of Garland

PLAN COMMISSION RECOMMENDATION

On May 11, 2020 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of an Amendment to Planned Development (PD) District 07-33 for Single-Family-7 (SF-7) Uses to add Multi-Family Uses (Elder Care – Independent Living Use).

Additionally, the Plan Commission recommended that the development be restricted to residents sixty-two (62) years or older.

The Plan Commission also recommended that the developer and staff work towards inclusion of a path to Yarborough Park from Belt Line Road, either through the proposed Independent Living site or through the church property to the head of Monarch Drive. The applicant has elected to modify the proposed pedestrian gate and provide a path from the Senior (Independent) Living Facility through city property to access Yarborough Park. Refer to Exhibit G in the Detail Plan item.

STAFF RECOMMENDATION

Approval of an Amendment to Planned Development (PD) District 07-33 for Single-Family-7 (SF-7) Uses to add Multi-Family Uses (Elder Care – Independent Living Use).

BACKGROUND

In 2007, City Council approved Planned Development (PD) 07-33 District and a Detail Plan to allow the development of a church, on a 16.29-acre tract located south of Kingsbridge Drive and west of Belt Line Road.

The applicant requests the development of a Senior (Independent) Living Facility on the undeveloped tract near the existing church. The development will consist of one hundred twenty two (122) units on the unimproved 6.675-acre site.

SITE DATA

The overall site consists of approximately 15 acres with frontage along Belt Line Road. A church exists along the northern portion of the site with access to its parking area from Belt Line Road. The remainder of the property is unimproved.

USE OF PROPERTY UNDER CURRENT ZONING

The site is zoned PD 07-33 District for Single-Family Uses. A Detail Plan was approved with PD 07-33 which shows the entire site with improvements for use with a church and youth center. A Detail Plan is required for the unimproved tract through a public hearing process.

The applicant proposes to build a Senior Independent Living apartment community on an unimproved portion of the property that is developed with a church. This use requires an amendment to the existing PD 07-33 to add Elder Care – Independent Living Use and an amended Detail Plan.

CONSIDERATIONS

Development and Site Plan

1. The applicant requests the development of a Senior Living Facility on the undeveloped tract near the church. The development will consist of one hundred twenty-two (122) units on the unimproved 6.675-acre site. The resulting density is eighteen and two-tenths (18.2) units per acre whereas the Garland Development Code maximum density is eighteen (18) units per acre.

2. The submittal materials indicate compliance with the required unit size and mix. More specifically:

Average minimum dwelling unit size.

Required: 600 square feet

Proposed: 832 square feet

Minimum dwelling unit size.

Required one- bedroom: 475 square feet

Proposed: 695 square feet

Required two-bedroom: 725 square feet

Proposed: 1,005 square feet

3. Independent Living facilities generally follow the standards outlined in the Multi-Family (MF) District. The applicant requests to deviate from the required Multi-Family (MF) District development standards per Section 2.34 (Table 2-3), Section 4.47, and Section 4.45 of the GDC. The table below indicated the deviations are as proposed.

Development Standards	Required	Proposed
Building Height	40 feet *	45 feet
Storage Space	25 square feet and 175 cubic feet	1-bedroom units have 9 square feet and 81 cubic feet 2-bedroom units have 15 square feet and 136 cubic feet
Covered Parking	50% of required parking must be covered parking	None provided
Setbacks along the south and west property line	1.25 times the height of the building or a maximum of 50 feet	South 35 feet
Mechanical Screening	Screening required	See note**
Refuse Enclosure	Outside of setbacks at residential boundaries	Setback 34 feet, seven inches

*It should be noted that the existing PD 07-33 has a maximum height of fifty (50) feet for the sanctuary building, and fifty-six (56) feet for the top of the parapet.

**The bulk of roof mounted condenser units will be screened and will be on the "back" side of the roof ridgeline away from the public view. Further, the rooftop mechanical will face the courtyard and be screened. Ground level condensers will be screened with plants/shrubs where visible from Belt Line Road. Pool equipment will be fully screened and not in public view. The ground mounted condensers at the front of the building will be screened; the remainder will not.

4. With the exception of placing required landscaping behind the required fifteen (15) foot landscape buffer along Belt Line Road, the proposed landscape layout (Exhibit D) complies with the applicable screening and landscape regulations of the GDC.
5. The site plan (Exhibit C) shows the proposed parking spaces on site with 193 parking spaces provided, satisfying the minimum GDC parking requirements. While the GDC requires a ratio of one parking space per unit, the applicant indicates that a ratio of 1.5 parking spaces per unit is more suitable to their developments. On this project the proposal includes 1.5 parking spaces per unit plus 10 parking spaces for the leasing office/clubhouse.

Building Design

6. The building design complies with the architecture elements and articulation requirements of the GDC.
 - At least six (6) architectural elements must be incorporated into the design of the building. The north, south, east and west facades meet the GDC requirement.
 - Street-facing elevations should be horizontally and vertically articulated on street-facing facades. The articulation of the building meets the GDC standards.

Amenities

7. The applicant is proposing 4,000 square feet of indoor common or recreational areas. The GDC requires indoor common or recreational areas at a ratio of at least one hundred square feet of gross floor area per dwelling unit, or 12,200 square feet for this development. Examples of common areas are: common living and sitting rooms, dining rooms, libraries, game rooms, exercise rooms, dance floors, arts and crafts rooms, music rooms, and other age appropriate indoor recreational facilities. The proposed indoor spaces include a laundry room (units will have their own washer/dryer hookups), theater, library, kitchen, dining, sitting, multi-purpose, computer, and gym indoor spaces. However, the development will also provide 12,649 square feet of outdoor common and recreational areas including: pool, butterfly garden, and garden area with raised planters. Additionally, a dog park will be provided. The amenities will have trellis shade, seating, trash cans, grill, and tables along with walking paths throughout the development.
8. Per the GDC, Elder Care – Independent Living facilities may provide a limited number of support services such as meals, laundry, housekeeping, transportation, social/recreational activities, and hairdressing. The application indicates that the amenities would include social/recreational activities and services.

Signage

9. No deviations were requested regarding signage.

COMPREHENSIVE PLAN

The Envision Garland Plan designates the subject property as Compact Neighborhoods.

Compact Neighborhoods provide areas for moderate increases in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns. The Compact Neighborhood development type is primarily characterized as moderate residential (between six and twelve dwelling units per acre).

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

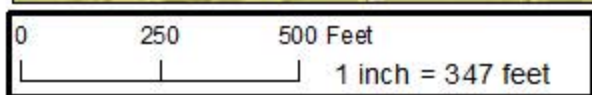
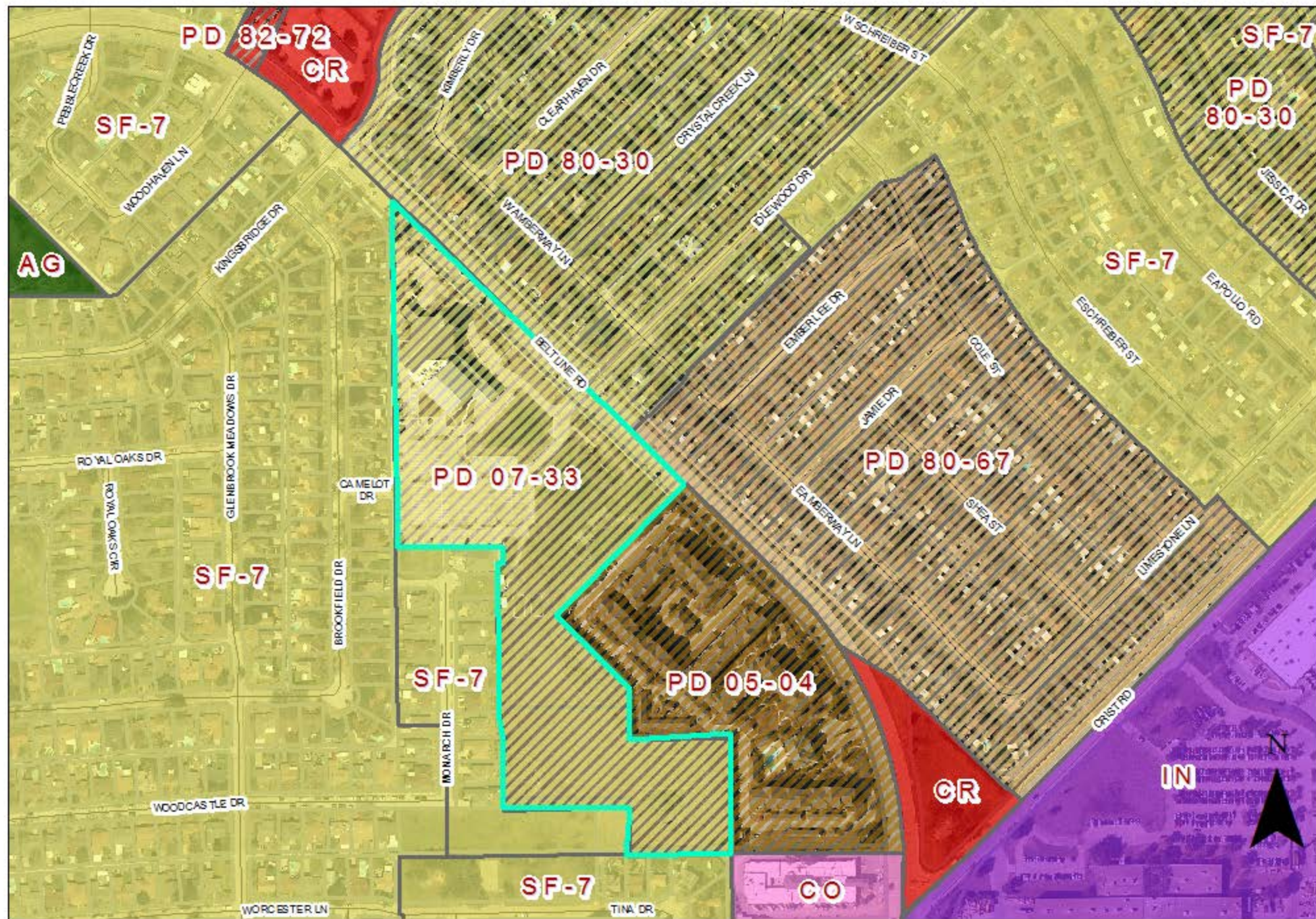
Property to the north, across Belt Line Road, is zoned Planned Development (PD) District 80-30 for Single-Family Uses and is developed with single-family homes. Property to the east is zoned Planned Development (PD) District 05-04 for a Senior Living Facility and is developed with the Primrose Senior Living facility. Property to the south and west are zoned Single-Family-7 (SF-7) District and are developed with single-family homes.

Attachments

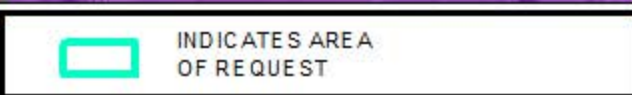
Z 20-07 Garland Senior Living, Ltd. - Zoning Attachments

Z 20-07 Garland Senior Living, Ltd. - Zoning Responses

Z 20-07 Garland Senior Living, Ltd. Staff Presentation



Zoning Map Z 20-07



PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 20-07

502 Belt Line Road, 301 Tina Drive, and 2222 Monarch Drive

- I. Statement of Purpose:** The purpose of this Planned Development is to amend Planned Development (PD) District 07-33 to add Multi-Family Dwelling Uses (Elder Care - Independent Living Use) and for an Amended Detail Plan for Elder Care - Independent Living Use.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, and Planned Development (PD) 07-33, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations set forth in Planned Development (PD) 07-33 shall apply, except the 6.659 acre portion of the site noted on Exhibit C which shall be regulated by the Multi-Family (MF) District only for the purpose of the proposed Elder Care - Independent Living Use and any other type of development shall be regulated by the Planned Development (PD) 07-33 including the Special Standards of the Elder Care Living Facilities as set forth in Chapter 2 and Site Development Standards as set forth in Chapter of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
Detail Plan: Development shall conform to the Site Plan, Landscape Plan, and Elevations set forth in Exhibit C, Exhibit D, Exhibit E and Exhibit F; however, in the event of conflict between the Detail Plan and the written conditions contained in this ordinance, the written conditions shall control.
- V. Specific Conditions:**
 - A. Permitted Uses:** All uses of the Single Family-7 (SF-7) District shall be permitted. In addition, Elder Care - Independent Living Facility is a permitted use on the 6.675-acre portion of the subject property as indicated in Exhibit C.
 - B. Age Restriction:** The age restriction for residents of this development shall be no less than sixty-two (62) years of age.

- C. Density: The density is allowed at 18.2 dwelling units per acre.
- D. Maximum Number of Dwelling Units: The maximum number of dwelling units shall be 122 distributed as follows:
- 1) One Bedrooms = maximum number of 68 units, and
 - 2) Two Bedrooms = maximum number of 54 units.
- E. Minimum Dwelling Unit Types and Area: The unit types shall be one (1) and two (2) bedroom unit types. The minimum floor area of a dwelling unit shall be as follows:
- 1) One-Bedroom Unit - 695 square feet, and
 - 2) Two-Bedroom Unit - 1,005 Square feet.
- F. Storage Area Per Unit: Storage areas shall not be less than the following:
- 1) One-Bedroom Units - 9 square feet and 81 cubic feet, and
 - 2) Two-Bedroom Units - 15 square feet and 136 cubic feet.
- G. Indoor and Outdoor Common Areas/Amenities: Indoor and Outdoor Common Areas/Amenities shall be provided as shown on Exhibit D and Exhibit F.
- H. Site Layout and Parking: The site development and parking shall be in conformance to the layout reflected on Exhibit C.
- I. Covered Parking: Covered parking is not required.
- J. Refuse Enclosure: The refuse enclosure setback is allowed as shown on Exhibit C.
- K. Setbacks: Setbacks are allowed as shown on Exhibit C.
- L. Building Height: Buildings shall not exceed a maximum of forty-five (45) feet in height reflected in Exhibit E.
- M. Building Elevations: Building elevations shall be in general conformance with Exhibit E.
- N. Screening and Landscaping: Screening and landscaping shall be in conformance as shown on Exhibit D.
- O. Mechanical Screening: Mechanical equipment shall be screened from public view.

REPORT & MINUTES

P.C. Meeting, May 11, 2020

Consideration of the application of **Garland Senior Living, Ltd.**, requesting approval of an Amendment to Planned Development (PD) District 07-33 for Single-Family-7 (SF-7) Uses to add Multi-Family Uses (Elder Care – Independent Living Use). This property is located at 502 Belt Line Road, 301 Tina Drive and 2222 Monarch Drive. (District 8) (File Z 20-07)

Kira Wauwie, Principal Planner, presented the staff report.

Commissioner Ott inquired as to the circulation from Belt Line Road for pedestrians and if the developer would be creating access to Yarborough Park.

Ms. Wauwie stated there is possible access and referred to the developer.

Chairman Roberts raised concerns regarding the proposed parking, inquired as to whether elevators would be provided in the development and the third floor balconies in view of the neighboring subdivision.

Commissioner Rose raised concerns regarding the lack of covered parking.

Steve Schobert, 412 Azalea Drive, Josephine, Texas, spoke in support of the request.

The applicant, Avis Chaisson, 13455 Noel Road, Suite 400, Dallas, Texas 75240 provided an overview of the request.

Commissioner Ott spoke in support of the request and inquired of the results of the community outreach.

Kim Parker Schwimmer, 2626 Cole Avenue, Dallas, Texas 75204 also representing the applicant, provided the results for the community outreach. The citizens had concerns regarding lighting and parking. Ms. Parker Schwimmer also provided information regarding the distance/buffer from the neighboring subdivision.

Commissioner Ott requested additional information regarding the

trail and the public passing through the development.

Ms. Parker Schwimmer stated the development would be gated and inaccessible to the general public.

Also working with the applicant, Eric Earnshaw, provided information with security concerns in creating a connection to Yarborough Park.

Ms. Chaisson provided additional information regarding parking and the enforcement of the age restriction.

Chairman Roberts inquired as to whether elevators will be a part of the development.

Ms. Chaisson confirmed elevators will be a part of the development.

Motion was made by Commissioner Ott to close the public hearing and open for discussion, seconded by Commissioner Williams.

Motion carried: 9 Ayes, 0 Nays

Commissioner Ott spoke in support of the request. Commissioner Ott also suggested the age restriction be a part of the recommendation and a pathway be part of the development.

Commissioner Rose inquired as to how the age would be restricted regarding individuals younger than 62 years of age.

Ms. Chaisson stated there are requirements regarding the length individuals under the age of 62 are permitted stay.

Motion was made by Commissioner Ott to **approve** the request with the provision residents be 62 years of age or older and that the applicant and staff work together to find a mechanism to access the park, seconded by Commissioner Edwards. **Motion carried: 9 Ayes, 0 Nays.**

April 29, 2020

Z 20-07

Page 2 of 2

complete the below-listed section and return that section using any of the following methods: mail to City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002; fax to 972-205-2474; deliver to the to the Planning Department c/o City Marshall at the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, Garland TX or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kira Wauwie at 972-205-2456.

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

(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

There are already too many apartments in our neighborhood, several complexes have been built over the last two years we DO NOT NEED ANYMORE!

(Please complete the following information)

2206 Idlewood Dr

Your Property Address

Dalinda Lehman and Clay Rutledge

Printed Name

2206 Idlewood Dr

Address

Garland TX 75040

City, State

Zip

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

Signature

Title

Date:

5/3/20

OWNERS

April 29, 2020

Z 20-07

Page 2 of 2

complete the below-listed section and return that section using any of the following methods: mail to City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002; fax to 972-205-2474; deliver to the to the Planning Department c/o City Marshall at the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, Garland TX or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kira Wauwie at 972-205-2456.

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

(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

GARLAND HAS TOO MANY OF THESE
KIND OF BUILDINGS. CHEAPEN'S THE AREA
AND HOME VALUES ARE AFFECTED GREATLY;

(Please complete the following information)

525 BROOKFIELD DR.

Your Property Address

Don Denny C. Smio

Printed Name

525 BROOKFIELD DR. GARLAND TX. 75040

Address

City, State

Zip

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

Don Smio

Signature

Title

Date:

5/2/20

MAY 8 '20 PM 2:59

Z 20-07

Approval of 1) an Amendment to Planned Development (PD) District 07-33 for Single-Family-7 (SF-7) Uses to add Multi-Family Uses (Elder Care – Independent Living Use).

Approval of an Amended Detail Plan.

**City Council Meeting
June 2, 2020**



GARLAND

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Case Information

Location: 502 Belt Line Road, 301 Tina Drive, and 222 Monarch Drive

Applicant: Garland Senior Living, Ltd.

Owner: First United Pentecostal Church of Garland

Acreage: 15.565 acres

Zoning: Planned Development (PD) 07-33 District

Photos

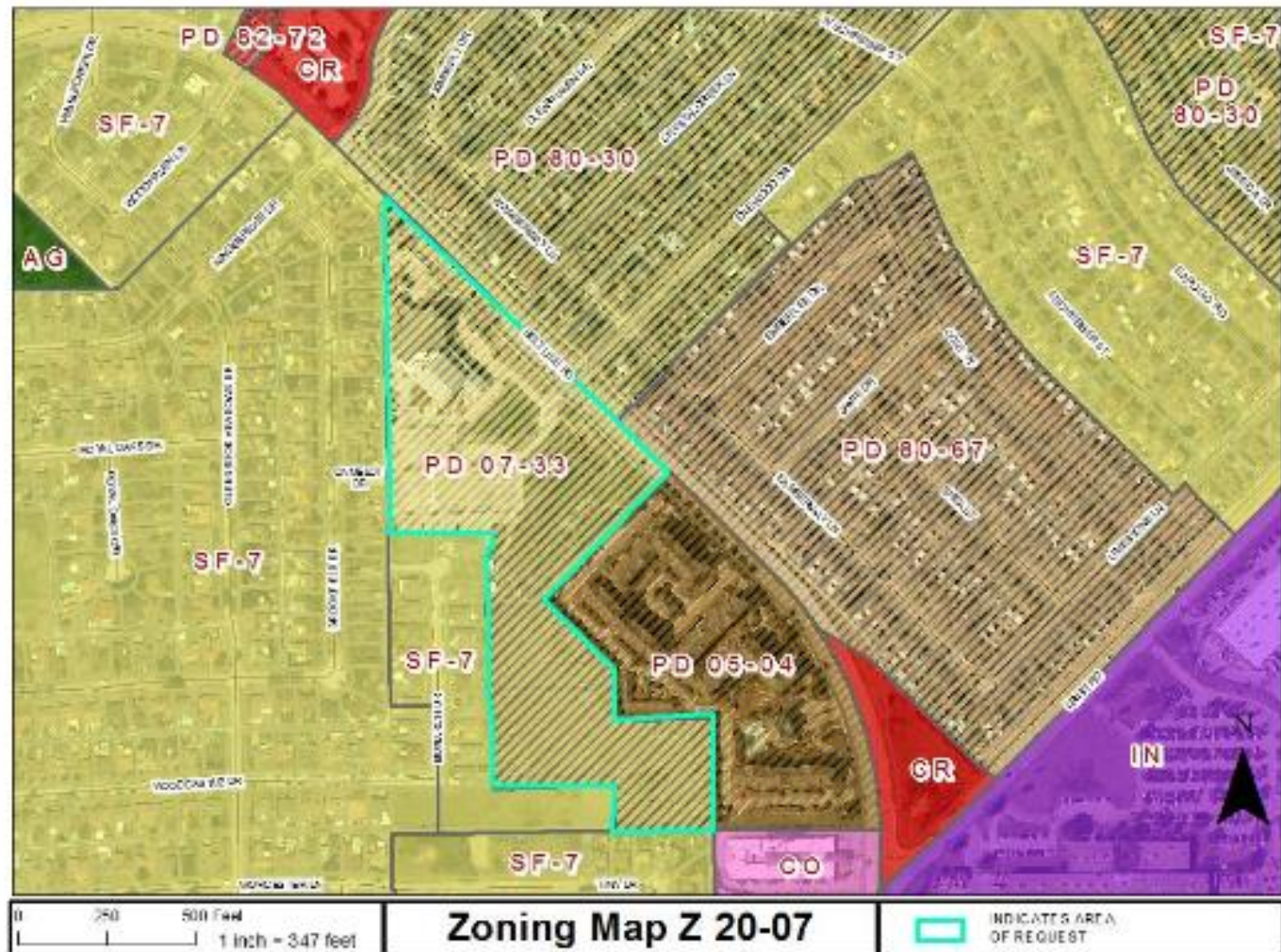


Photos





Location Map



Z 20-07

Considerations

Development Standards	Required	Proposed
Building Height	40 feet	45 feet
Storage Space	25 square feet and 175 cubic square feet	1-bedroom units have 9 square feet and 81 cubic feet of storage space 2-bedroom units have 15 square feet and 136 cubic feet of storage space
Covered Parking	50% of required parking as covered parking	Not provided
Mechanical Screening	Screening	Screened where visible to Belt Line Road; otherwise, not screened where not visible to the public street
Refuse Enclosure	Not allowed within the setback	Allow Refuse Enclosure in the rear setback

Background

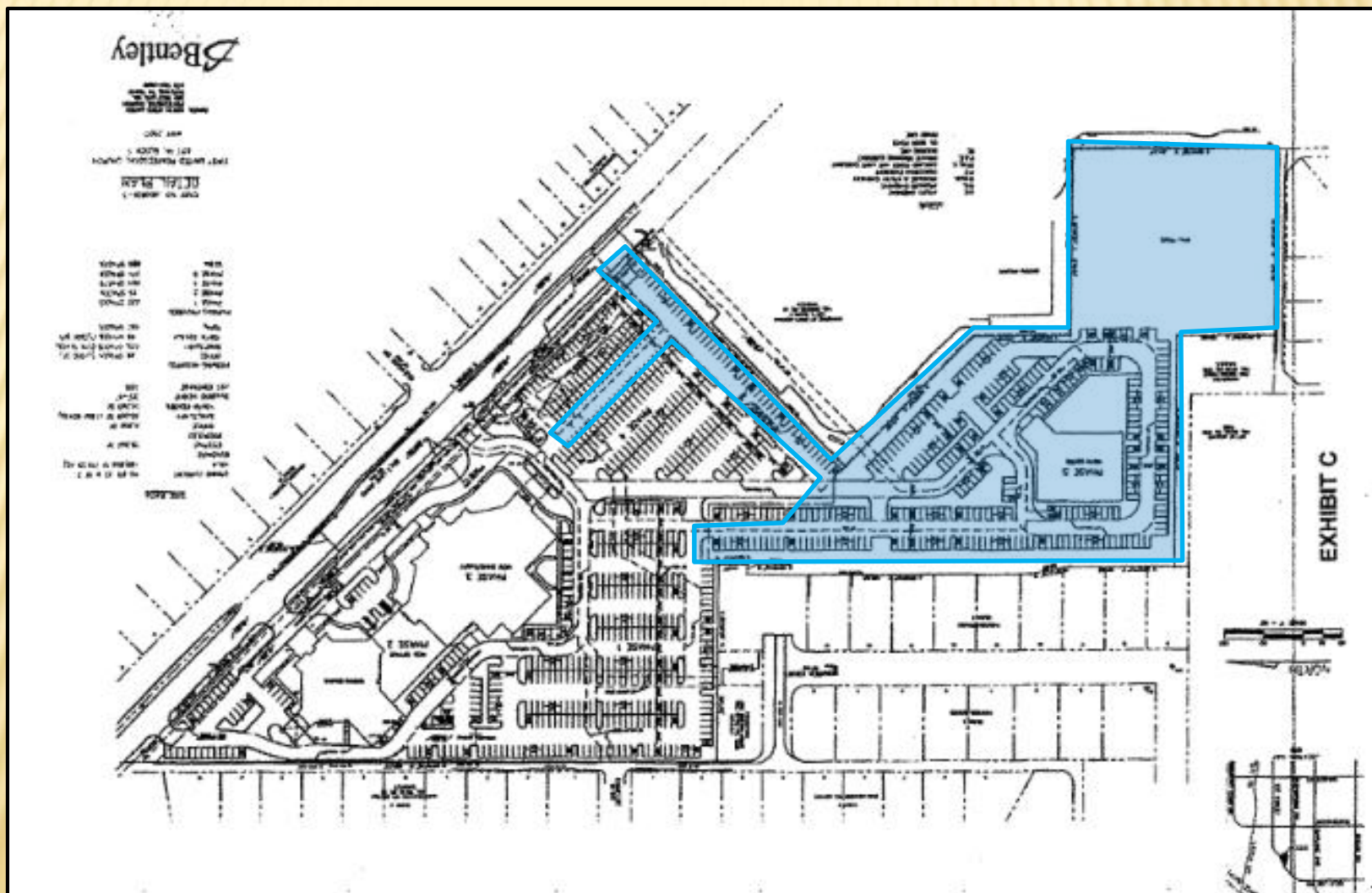
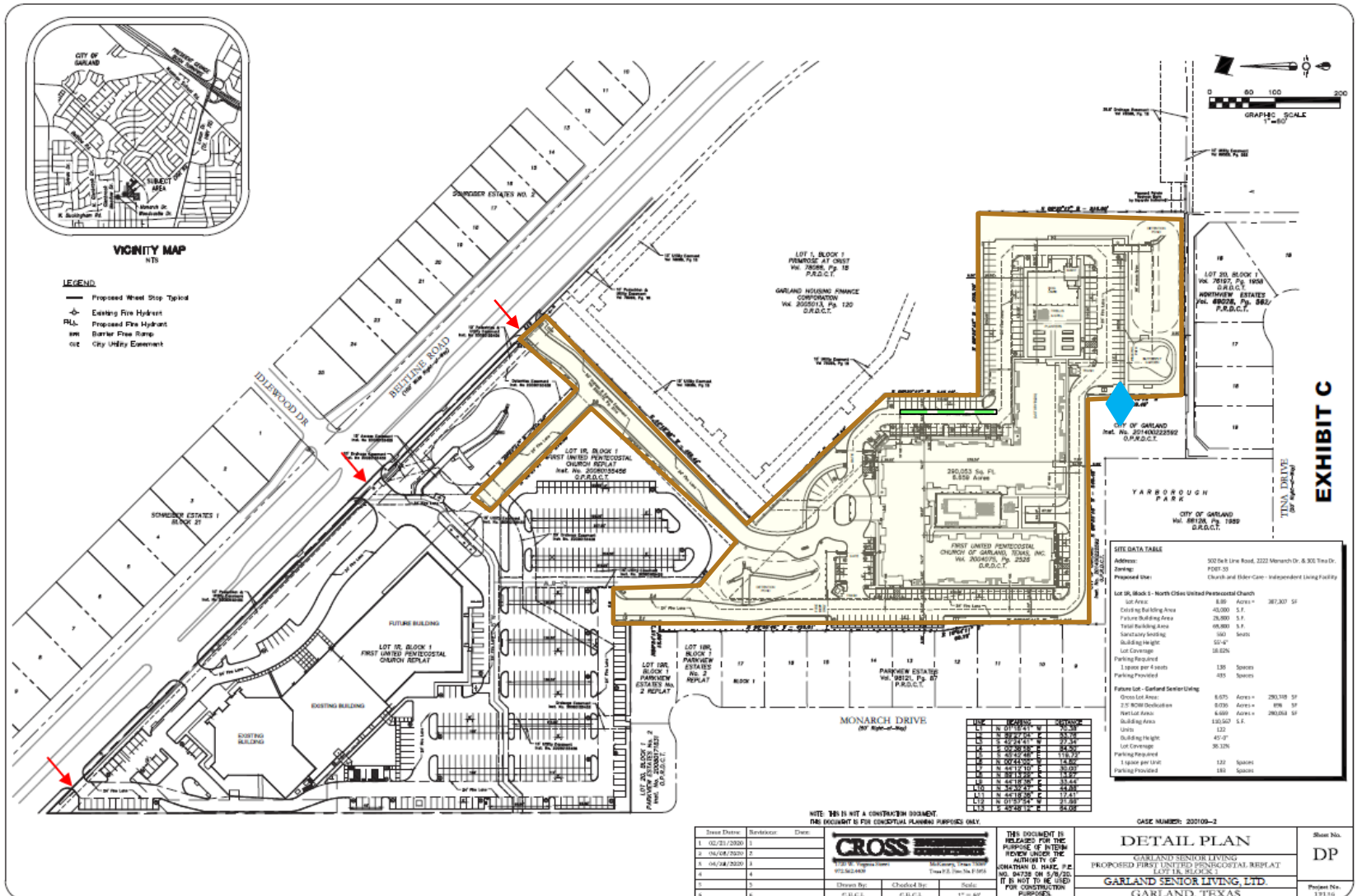




EXHIBIT C





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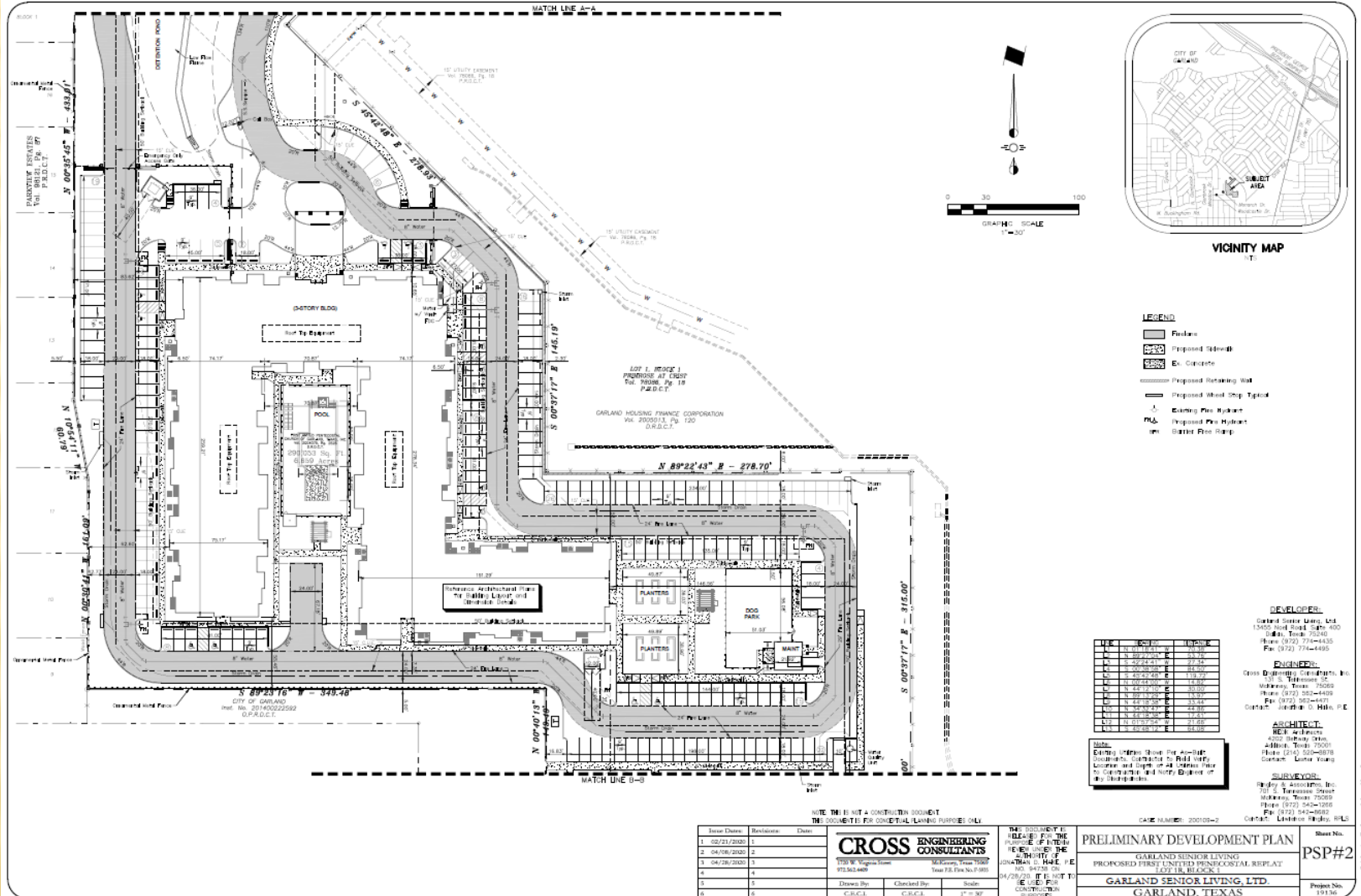


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GARLAND
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Detail Plan - Middle



- VICINITY MAP**
NT
- LEGEND**
- Pinkish
 - Proposed Sidewalk
 - Ex. Concrete
 - Proposed Retaining Wall
 - Proposed Wheel Stop Typical
 - Existing Fire Hydrant
 - Proposed Fire Hydrant
 - Water Fire Hydrant

LOT	ACRES	OWNER
1	0.0000	0.0000
2	0.0000	0.0000
3	0.0000	0.0000
4	0.0000	0.0000
5	0.0000	0.0000
6	0.0000	0.0000
7	0.0000	0.0000
8	0.0000	0.0000
9	0.0000	0.0000
10	0.0000	0.0000
11	0.0000	0.0000
12	0.0000	0.0000
13	0.0000	0.0000
14	0.0000	0.0000
15	0.0000	0.0000
16	0.0000	0.0000
17	0.0000	0.0000
18	0.0000	0.0000
19	0.0000	0.0000
20	0.0000	0.0000

Notes:
 1. All dimensions are in feet and inches.
 2. All dimensions are to the centerline of the road.
 3. All dimensions are to the centerline of the road.
 4. All dimensions are to the centerline of the road.
 5. All dimensions are to the centerline of the road.

THIS PLAN IS NOT A CONSTRUCTION DOCUMENT
THIS DOCUMENT IS FOR CONSTRUCTION PURPOSES ONLY

Date	Revisions	Drawn
12/21/2000	1	
04/06/2001	2	
04/26/2001	3	
04/26/2001	4	
04/26/2001	5	
04/26/2001	6	

CROSS ENGINEERING CONSULTANTS

THE W. Virginia Firm
 27234444
 McKinney, Texas 75069
 Tel: (972) 342-1444
 Fax: (972) 342-1444

PRELIMINARY DEVELOPMENT PLAN

GARLAND SENIOR LIVING
 PROPOSED FIRST UNIT PRELIMINARY REPLY
 GARLAND SENIOR LIVING, LTD.
 GARLAND, TEXAS

DEVELOPER:
 Garland Senior Living, Ltd.
 13400 West Loop, Suite 400
 Dallas, Texas 75240
 Phone: (214) 774-4400
 Fax: (214) 774-4400

PRINCIPAL:
 Cross Engineering Consultants, Inc.
 27234444
 McKinney, Texas 75069
 Phone: (972) 342-1444
 Fax: (972) 342-1444
 Contact: J. W. Cross, P.E.

ARCHITECT:
 R.E. Williams
 4002 Highway 100
 Addison, Texas 75001
 Phone: (214) 300-0000
 Contact: Linda Young

SURVEYOR:
 R.E. Williams
 4002 Highway 100
 Addison, Texas 75001
 Phone: (214) 300-0000
 Contact: Linda Young

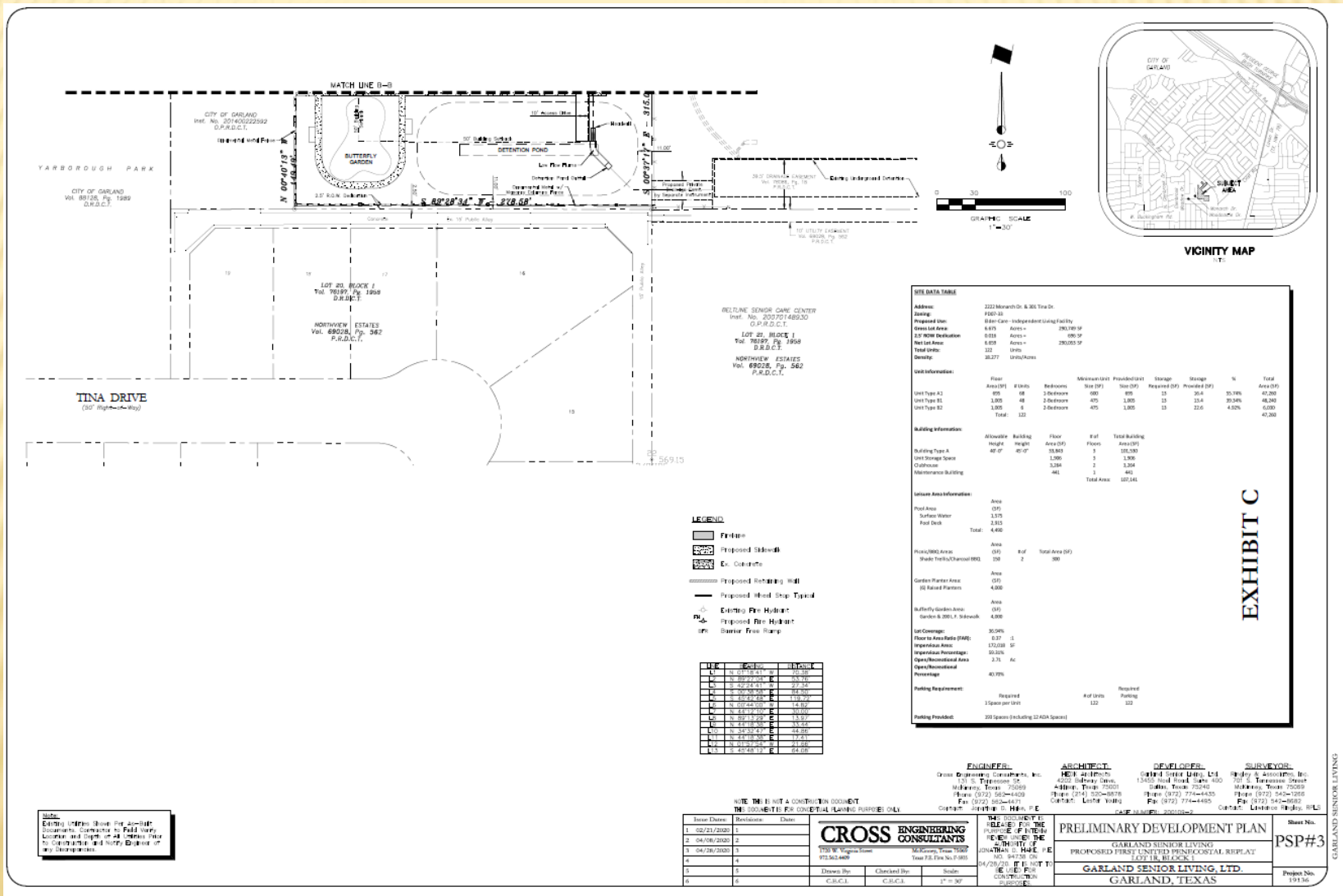
Scale:
 1" = 30'

Sheet No.:
 PSP#2

Project No.:
 19136



Detail Plan - Southeast





LANDSCAPE CALCULATIONS

ZONING: MF DISTRICT
TOTAL LOT AREA: 250,053 S.F. (5.69 ACRES)
PROPOSED USE: MULTIFAMILY APARTMENTS

REQUIRED: MINIMUM OF 40% OF GROUN PLATTED SITE MUST BE DEVOTED TO LANDSCAPING,
OPEN SPACE AREAS, POOLS, AND SIMILAR OUTDOOR ACTIVITY USE
250,000 S.F. X 40% = 110,000 S.F. LANDSCAPE AREA

PROVIDED: 110,170 ± S.F. (41%) LANDSCAPE AREA

PROVIDED: IF HT. ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS (50' O.C.) AND CONTINUOUS ROW OF EVERGREEN HIGH-LABEL SCREENING SHRUBS

PROVIDED: IF HT. ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS (20' O.C.) AND CONTINUOUS ROW OF EVERGREEN HIGH-LEVEL SCREENING SHRUBS.

REQUIRED: 10' WIDE LANDSCAPE BUFFER WITH:
(1) CANOPY TREE PER 30' LINEAR FOOT (2500 + 1 TREE)
(2) SHRUB PER 30' LINEAR FOOT (2500 + 1 X 7' + 7 SHRUBS)
PROVIDED: 10' WIDE LANDSCAPE BUFFER + (1) CANOPY TREE & (2) SHRUBS

REQUIRED: MAXIMUM 75% OF LANDSCAPE BUFFER IN TURF (225 S.F. X 75% = 169 S.F.)
MINIMUM 25% OF LANDSCAPE BUFFER IN PLANTING (225 S.F. X 25% = 56 S.F.)
PROVIDED: 100 S.F. TURF (44%), 108 S.F. GROUNDCOVER & SHRUBS (86%)

REQUIRED: (1) CANOPY TREE PER 10 PARKING SPACES (210 SPACES / 10 = 21 TREES)
(2) CANOPY TREE AT THE TERMINUS OF EVERY PARKING ROW
EVERY PARKING SPACE WITHIN 80' OF A CANOPY TREE
LANDSCAPING TO ACCOUNT FOR 5% OF THE PARKING AREA (60,001 X 5% = 3,000 S.F.)

PROVIDED: (28) SHADE TREES = 8,800 S.F. LANDSCAPE AREA

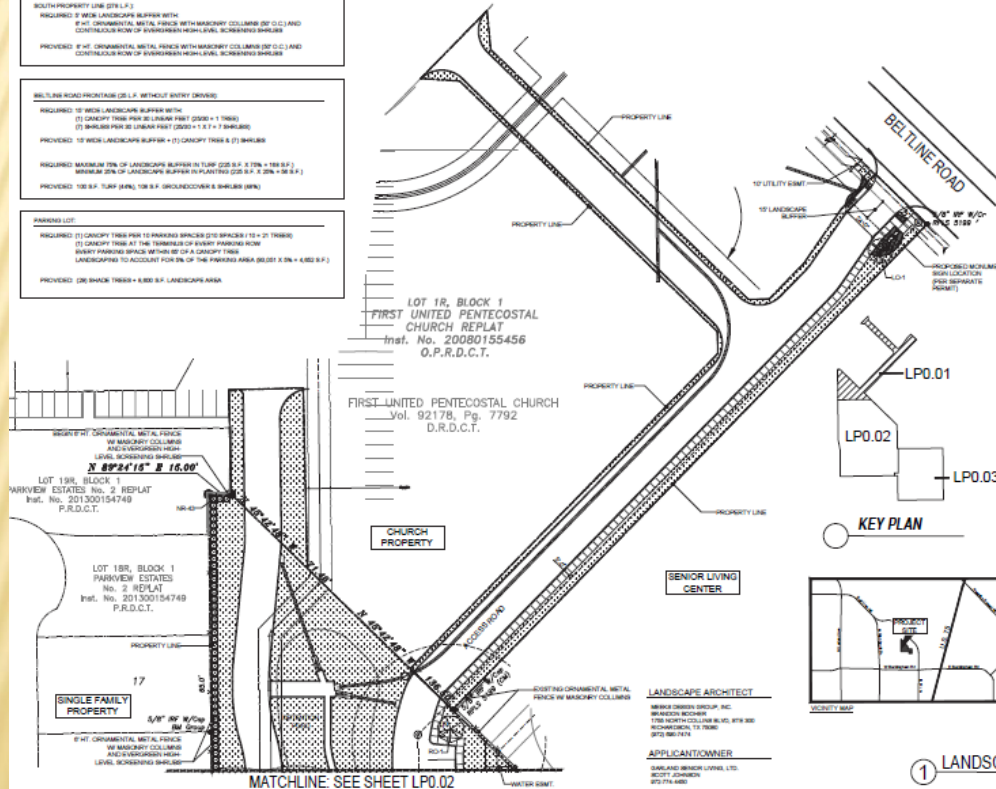
IRRIGATION NOTES:

A FULL SET OF IRRIGATION PLANS SHALL BE SUBMITTED TO THE CITY FOR APPROVAL /PERMIT PRIOR TO INSTALLATION.

1. INSTALLATION: THE INSTALLATION OF ALL MATERIALS BROKEN ON THE APPROVED SCREENING AND LANDSCAPING PLAN MUST BE INSPECTED AND APPROVED BY THE BUILDING INSPECTION DEPARTMENT PRIOR TO DELIVERY OF A CERTIFICATE OF OCCUPANCY.

2. A PERSON APPLICANT FOR A CERTIFICATE OF OCCUPANCY DURING A BREACH OF THE YEAR IN WHICH THE CITY DETERMINES THAT IT WOULD BE IMPROPER TO PLANT TREES, SHRUBS, OR BUSHES OR DRAGS, THE CITY MAY ISSUE A TEMPORARY CERTIFICATE OF OCCUPANCY CONSIDERING THE TEMPORARY COMPLIANCE WITH ALL LANDSCAPING REQUIREMENTS. THE TEMPORARY CERTIFICATE OF OCCUPANCY MAY BE REVOKED ON A DATE THE CITY DETERMINES IS REASONABLE, TAKING INTO CONSIDERATION THE TIME OF YEAR, SEASON, AND PROBABLE SURVIVABILITY OF THE PLANTS AND LANDSCAPING.

3. PLANT MATERIALS THAT ARE MUST BE REPLACED BY THE PROPRIETOR WITHIN THE SAME PLANT VARIETY (OR AN APPROVED ALTERNATIVE) AT THE FIFTH PLANTING DATE AFTER THE CALENDAR DATE FOLLOWING NOTIFICATION BY THE CITY. IF THE AN ALTERNATIVE TIME PERIOD, NOT TO EXCEED ONE HUNDRED AND TWENTY CALENDAR DAYS, IS APPROVED BY THE PLANNING DIRECTOR.



LARGE CANOPY TREES

108	<i>Linum catharticum</i>	Cathartic Lin.	2	3 rd Dec.	12.12.04
109	<i>Phlox paniculata</i>	Chinese Mallow	2	3 rd Dec.	12.12.04
110	<i>Geranium singense</i>	Live Oak	14	3 rd Dec.	12.12.04
111	<i>Geranium robertianum</i>	Blurred Oak	10	3 rd Dec.	12.12.04

LOW LEVEL SCREENING RESULTS						
48	<i>Alata grandifolia</i> (Sweet Gum)	Alata	11	3 gal	10" min. 10, 12" min. spread, P 20" O.C.	
58	<i>Im. cordata</i> (Yucca)	Overluff Holly	72	3 gal	24" min. 10, 12" min. spread, P	
59	<i>Im. cordata</i> (Yucca)	Overluff Holly	31	3 gal	24" O.C. Spreading	
60	<i>Mandevilla soneana</i> (Starflower)	Heaven Tree	6	3 gal	20" O.C. Spreading	
6A	<i>Nandina domestica</i>	Nandina	11	3 gal	20" O.C. Spreading	

PERENNIALS & ORNAMENTAL GRASSES									
Item	Quantity	Unit	Price	Amount	Item	Quantity	Unit	Price	Amount
1.00	1.00	EA	1.00	1.00	1.00	1.00	EA	1.00	1.00
2.00	1.00	EA	1.00	1.00	2.00	1.00	EA	1.00	1.00
3.00	1.00	EA	1.00	1.00	3.00	1.00	EA	1.00	1.00
4.00	1.00	EA	1.00	1.00	4.00	1.00	EA	1.00	1.00
5.00	1.00	EA	1.00	1.00	5.00	1.00	EA	1.00	1.00
6.00	1.00	EA	1.00	1.00	6.00	1.00	EA	1.00	1.00
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38.00	1.00	EA	1.00	1.00	38.00	1.00	EA	1.00	1.00
39.00	1.00	EA	1.00	1.00	39.00	1.00	EA		

	Flourishings Indian Tassel	Dwarf Indian mandarin	8	2 gal.	20" O.C. Spacing
	Mandarin's capitate Tassel	Stiff Green Mand.	14	2 gal.	18"x24" O.C. Spacing
	Hanging Mandarin Stiff Branch	Hanging Stiff Branch	5	2 gal.	24" O.C. Spacing

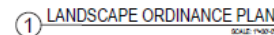
EC	Revised Color	130	F 7/16	F O.C. Spacing
----	---------------	-----	--------	----------------

BE	Cylinder cap	Corrosion Resistant	60,000 S.F.	Roller seal or hydronut	
MC		Marinated Wood	(ALL PLANTING SPEC)	Min. 2" Depth	
DS	Back border color	Decomposed Granite	3,120 S.F.	Install over Filter fabric	Min. 2" Depth

1	Prevalence (2011-2012)	10.0-15.0%		
---	------------------------	------------	--	--

EXHIBIT D

CASE # 200109-2



CLIENT:

PALLADIUM GARLAND
GARLAND, TEXAS



SITE PLAN SUBMITTAL

PALLADIUM GARLAND

TRUE AND TRUE

LANDSCAPE

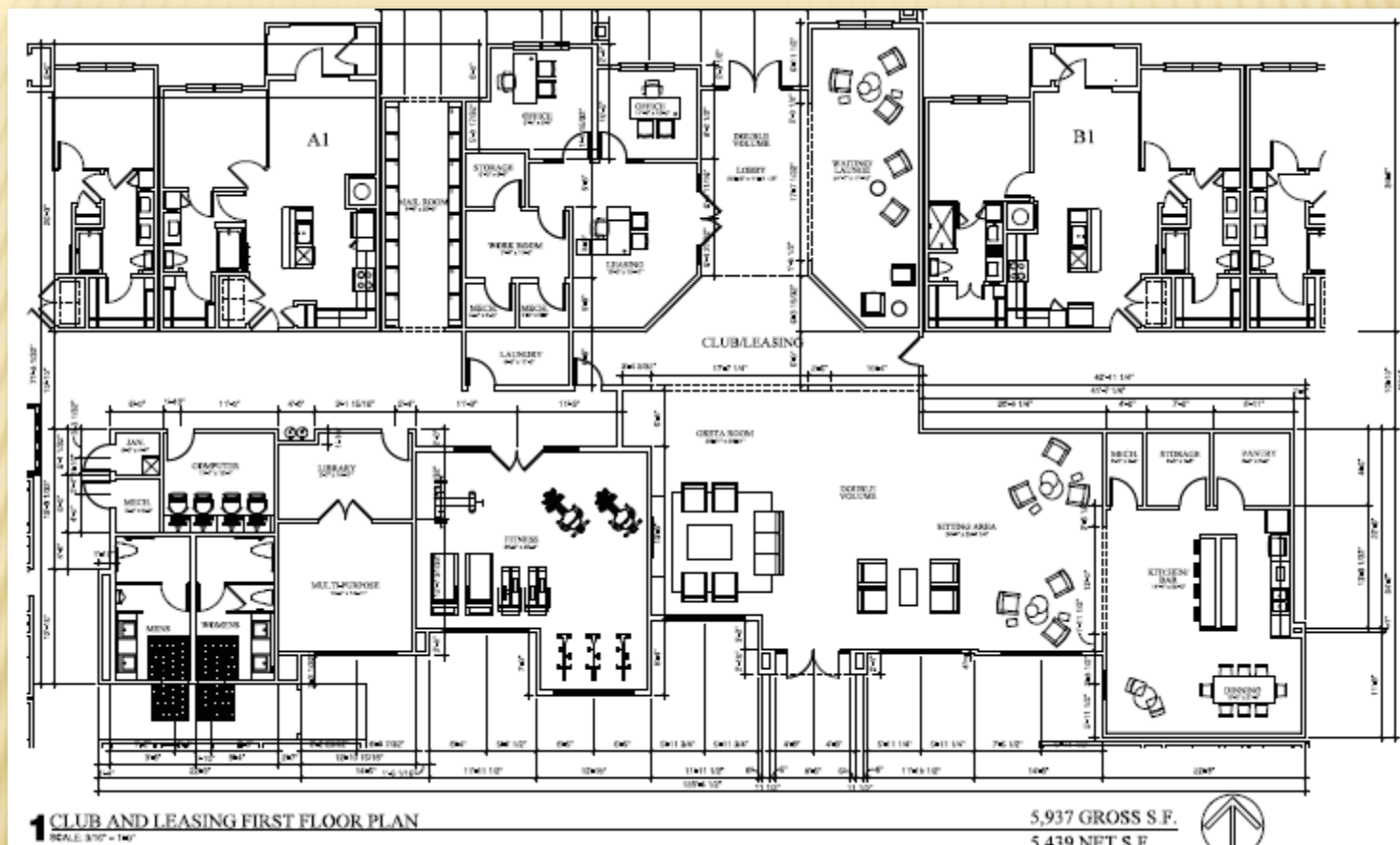
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GARLAND
TEXAS MADE HERE

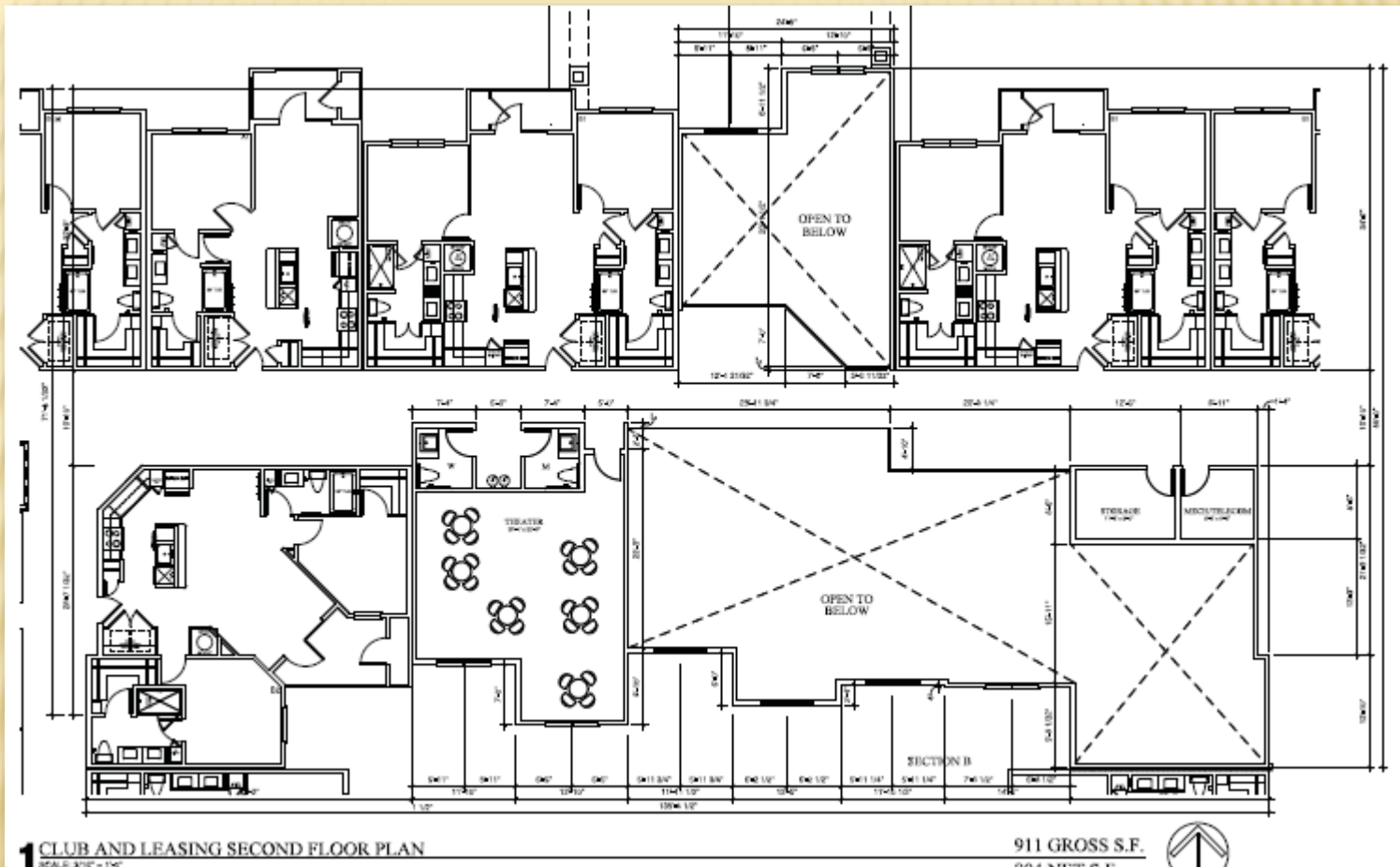
Common Areas





GARLAND
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Common Areas



Elevations



Elevations

EXHIBIT E

2a BUILDING WEST ELEVATION
SCALE 1/8" = 1'-0"



2b BUILDING WEST ELEVATION
SCALE 1/8" = 1'-0"





Z 20-07

The figure contains several architectural drawings for the Garland Senior Living project:

- 3a BUILDING - SOUTH ELEVATION**: A detailed elevation drawing of the south side of the building, showing a two-story structure with a gabled roof, multiple windows, and a central entrance. It includes a scale of 1/8" = 1'-0" and a north arrow.
- 3b BUILDING - SOUTH ELEVATION**: A detailed elevation drawing of the south side of the building, showing a two-story structure with a gabled roof, multiple windows, and a central entrance. It includes a scale of 1/8" = 1'-0" and a north arrow.
- 3c BUILDING - SOUTH ELEVATION**: A detailed elevation drawing of the south side of the building, showing a two-story structure with a gabled roof, multiple windows, and a central entrance. It includes a scale of 1/8" = 1'-0" and a north arrow.
- Site Plan**: A plan view of the building footprint, showing the layout of the building and surrounding areas. It includes a scale of 1/8" = 1'-0" and a north arrow.
- Color Legend**: A legend showing color swatches for the building materials, including brick, stone, and siding. It includes a scale of 1/8" = 1'-0" and a north arrow.
- Notes**: A list of notes providing additional information about the drawings, including material specifications and construction details.

Elevations



EXHIBIT



BUILDING ARTICULATION - SUBSTITUTION IN			
1. BUILDING ARTICULATION - SUBSTITUTION IN	2. BUILDING ARTICULATION - SUBSTITUTION IN	3. BUILDING ARTICULATION - SUBSTITUTION IN	4. BUILDING ARTICULATION - SUBSTITUTION IN
1. BUILDING ARTICULATION - SUBSTITUTION IN	2. BUILDING ARTICULATION - SUBSTITUTION IN	3. BUILDING ARTICULATION - SUBSTITUTION IN	4. BUILDING ARTICULATION - SUBSTITUTION IN



BUILDING ELEVATION KEY	
1. BUILDING ELEVATION KEY	2. BUILDING ELEVATION KEY
1. BUILDING ELEVATION KEY	2. BUILDING ELEVATION KEY



GARLAND SENIOR LIVING
GARLAND, TEXAS



DATE: 03-06-2020
PROJECT: 20110
SHEET NUMBER: A4-03
BUILDING ELEVATIONS



ASFP

EXHIBIT E

4 MAINTENANCE EAST ELEVATION
SCALE: 1/4" = 1'-0"

5 MAINTENANCE SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

6 MAINTENANCE WEST ELEVATION
SCALE: 1/4" = 1'-0"

7 MAINTENANCE NORTH ELEVATION
SCALE: 1/4" = 1'-0"

8 HIGH VENT SEPERATION
SCALE: 1/4" = 1'-0"

MAINTENANCE EAST ELEVATION

1. ROOF DORMER
2. DIVIDED LIGHT WINDOW
3. VARIOUS ROOF HEIGHTS
4. ORNAMENTAL WINDOW HEADER
5. SHUTTER
6. DISTINCTIVE LIGHT FEATURE
7. VARIOUS ROOF HEIGHTS
8. ORNAMENTAL FACADE TRIMS
9. REGISTERED ENTRY

MAINTENANCE SOUTH ELEVATION

1. ROOF DORMER
2. DIVIDED LIGHT WINDOW
3. VARIOUS ROOF HEIGHTS
4. ORNAMENTAL WINDOW HEADER
5. SHUTTER
6. DISTINCTIVE LIGHT FEATURE
7. VARIOUS ROOF HEIGHTS
8. ORNAMENTAL FACADE TRIMS
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MAINTENANCE WEST ELEVATION

1. ROOF DORMER
2. DIVIDED LIGHT WINDOW
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4. ORNAMENTAL WINDOW HEADER
5. SHUTTER
6. DISTINCTIVE LIGHT FEATURE
7. VARIOUS ROOF HEIGHTS
8. ORNAMENTAL FACADE TRIMS
9. REGISTERED ENTRY

MAINTENANCE NORTH ELEVATION

1. ROOF DORMER
2. DIVIDED LIGHT WINDOW
3. VARIOUS ROOF HEIGHTS
4. ORNAMENTAL WINDOW HEADER
5. SHUTTER
6. DISTINCTIVE LIGHT FEATURE
7. VARIOUS ROOF HEIGHTS
8. ORNAMENTAL FACADE TRIMS
9. REGISTERED ENTRY

8 HIGH VENT SEPERATION

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2. DIVIDED LIGHT WINDOW
3. VARIOUS ROOF HEIGHTS
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6. DISTINCTIVE LIGHT FEATURE
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MAINTENANCE EAST ELEVATION

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MAINTENANCE SOUTH ELEVATION

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8. ORNAMENTAL FACADE TRIMS
9. REGISTERED ENTRY

GARLAND SENIOR LIVING

THE BUREAU OF THE



CHTB

02-20-2020

20110

SECRET NUMBER

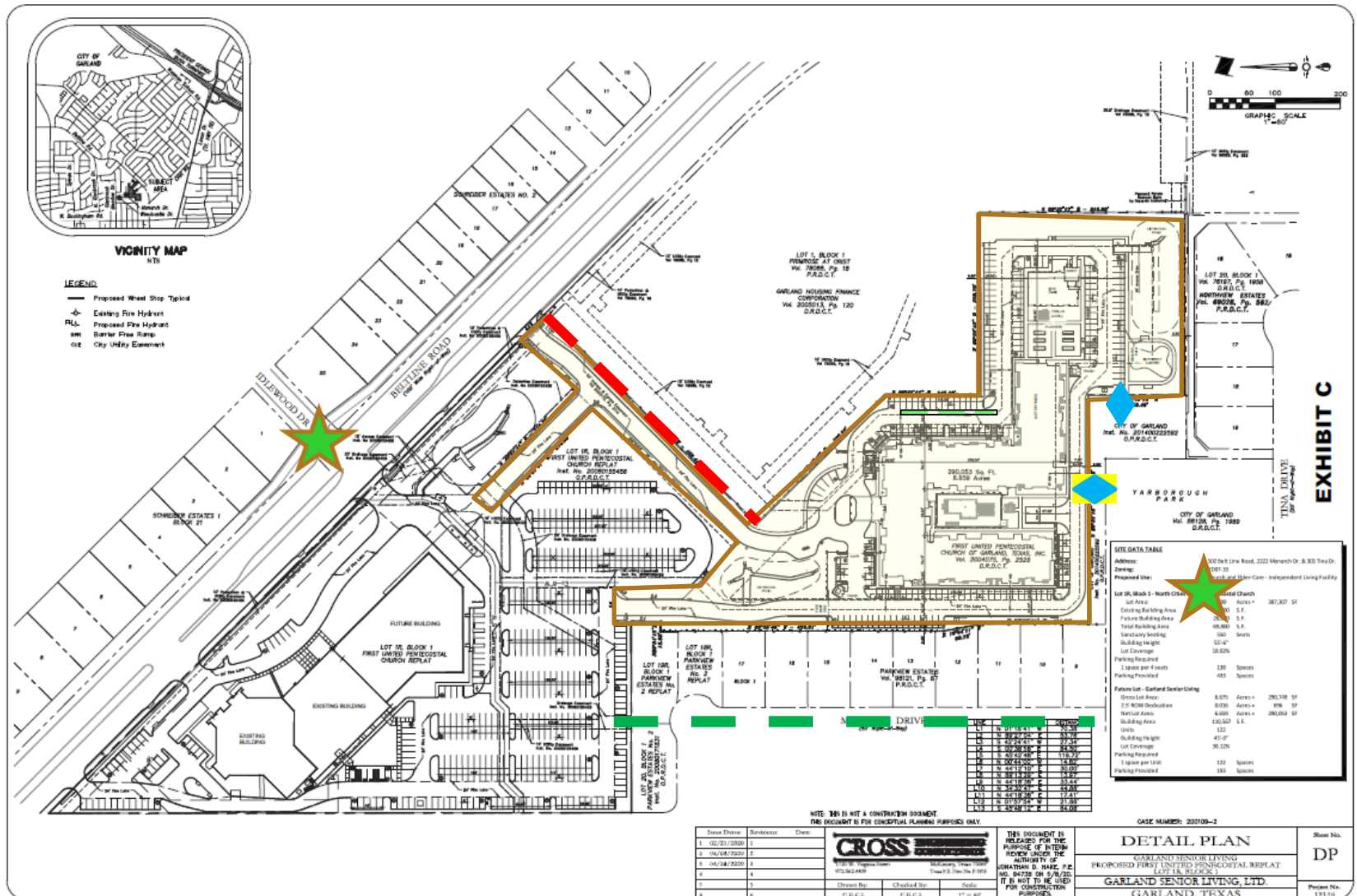
A2-41

STUDY'S LIMITATIONS

Z 20-02



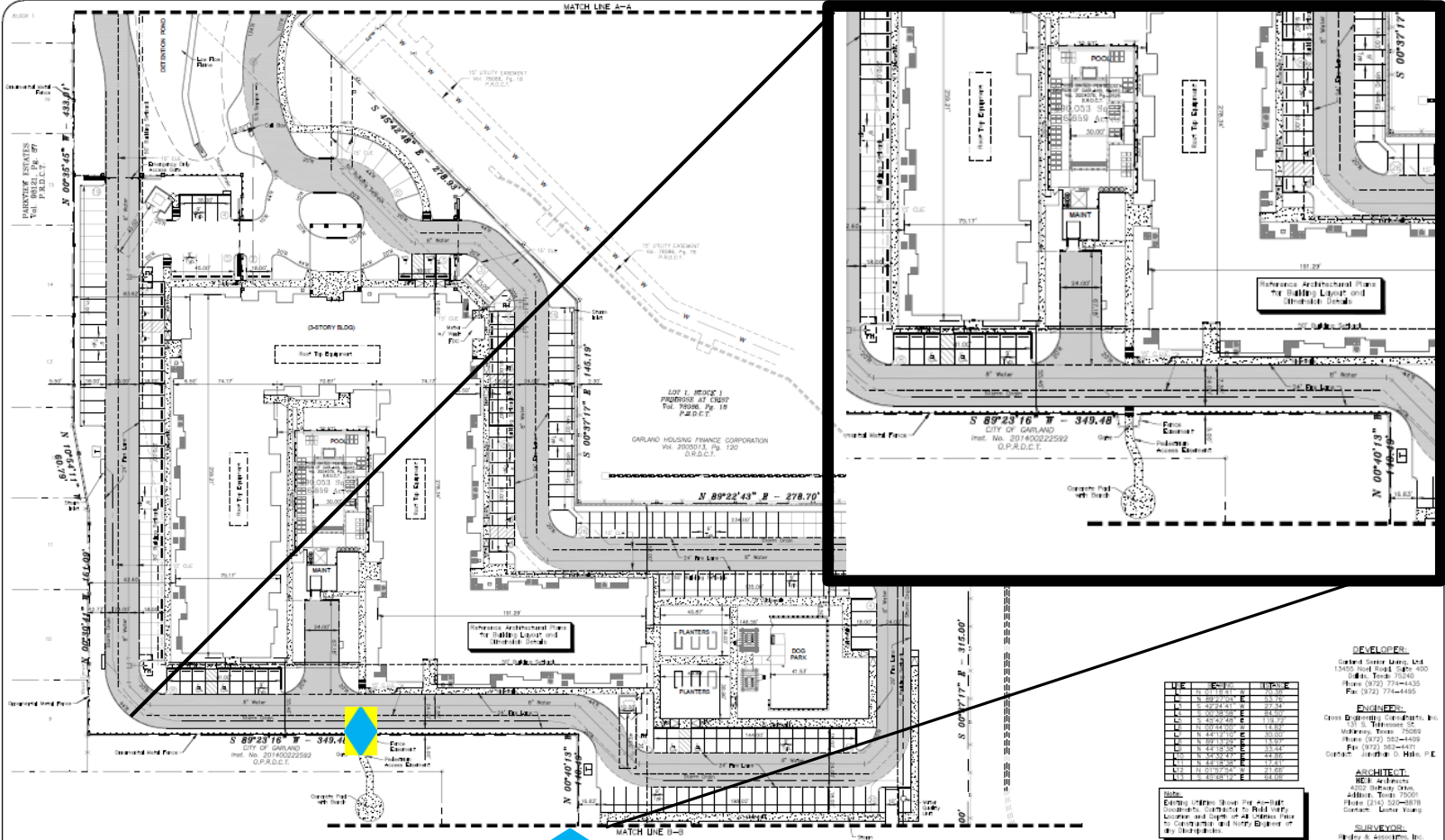
Z 20-07





GARLAND
TEXAS MADE HERE

Detail Plan



NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY

Issue Number	Revision	Date
1	02/23/2020	1
2	04/06/2020	2
3	04/26/2020	3
4		4
5		5
6		6

CROSS ENGINEERING CONSULTANTS
P.O. Box 1000000
McAllen, Texas 78508
Tel: (957) 542-1000
Fax: (957) 542-1000
www.cross-engineering.com

THIS DOCUMENT IS
RELEASED FOR THE
USE OF THE
CITY OF
GARLAND, TEXAS
FOR CONSTRUCTION
PURPOSES

PRELIMINARY DEVELOPMENT PLAN
GARLAND SENIOR LIVING
PROPOSED FIRST UNITED PENITENTIARY REPLAT
1201 16 BLOCK
GARLAND SENIOR LIVING, LTD.
GARLAND, TEXAS

Sheet No.
PSP#2
Project No.
191346

DEVELOPER:
Garland Senior Living, Ltd.
13005 Hill Street, Suite 400
Dallas, Texas 75240
Phone: (214) 774-4455
Fax: (214) 774-4455

ENGINEER:
Cross Engineering Consultants, Inc.
1001 S. Broadway
McAllen, Texas 78508
Phone: (957) 542-1000
Fax: (957) 542-1000
Contact: Jennifer S. Webb, P.E.

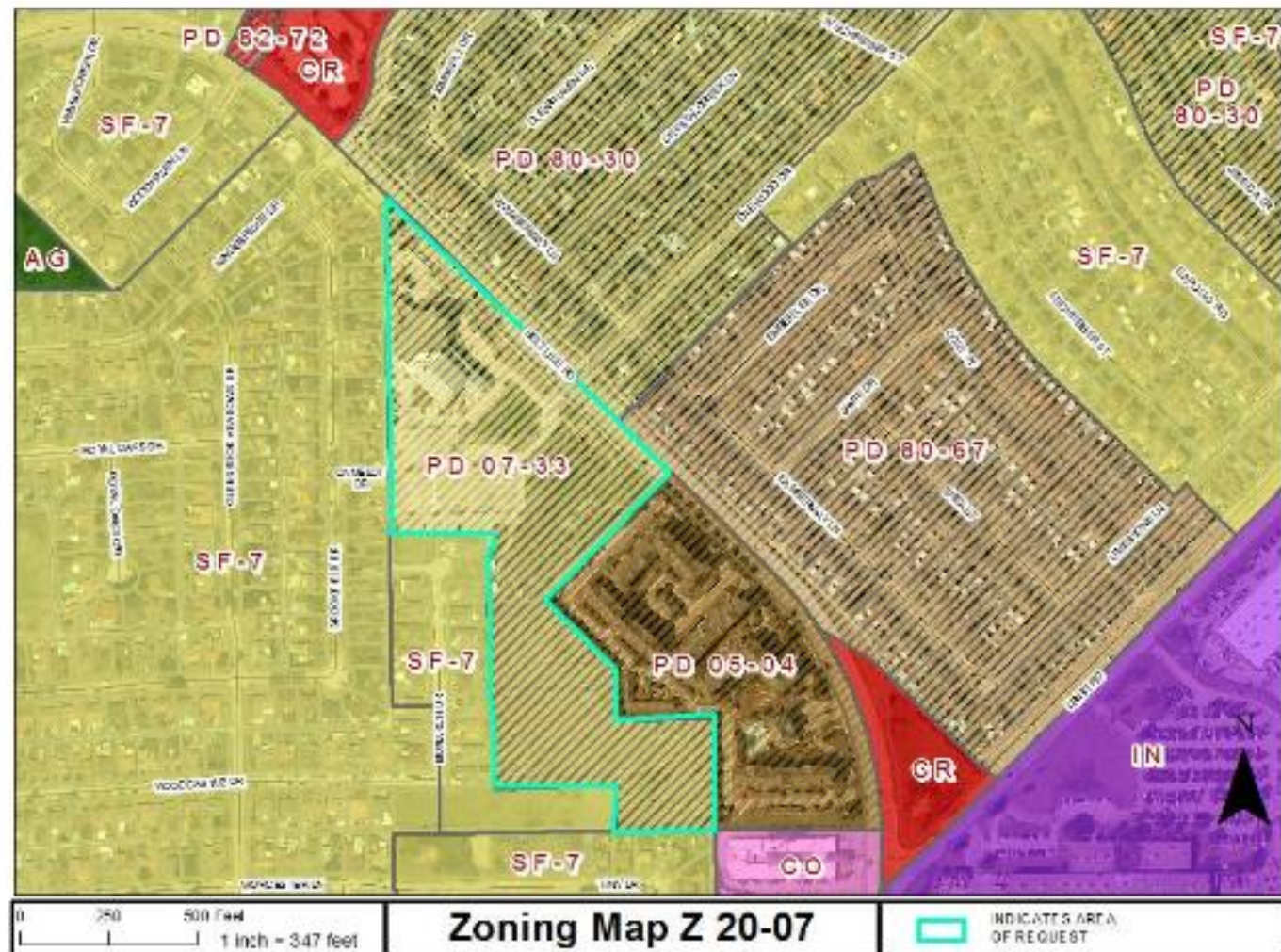
ARCHITECT:
R.E. & Associates
4002 Highway 90
Dallas, Texas 75209
Phone: (214) 520-0078
Contact: Leslie Voss

SURVEYOR:
Riley & Associates, Inc.
701 S. Broadway Street
McAllen, Texas 78508
Phone: (957) 542-1000
Fax: (957) 542-1000
Contact: Leslie Voss, RLS

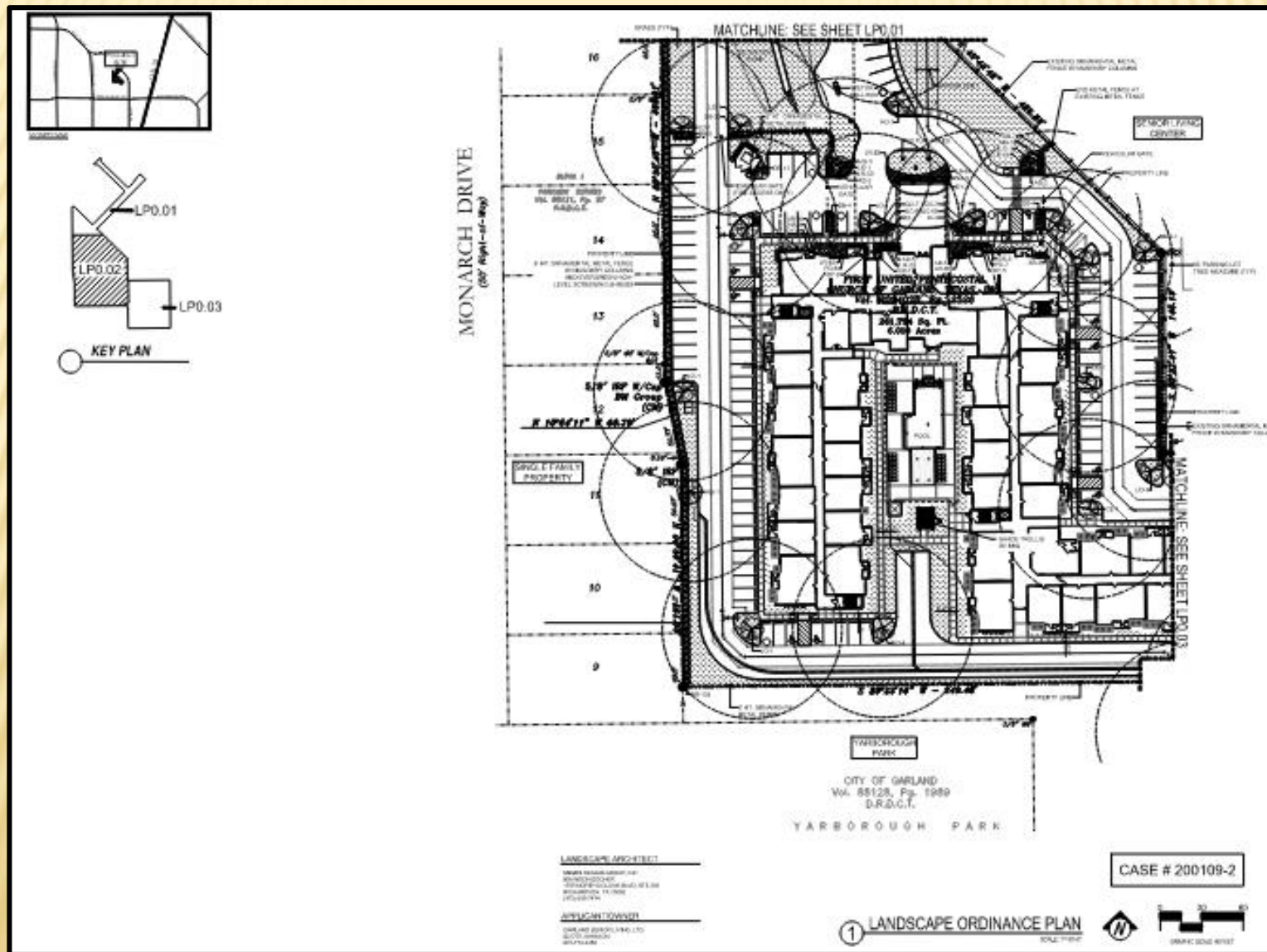
DATE	REVISION	DESCRIPTION
02/23/2020	1	Initial Design
04/06/2020	2	Revised Design
04/26/2020	3	Revised Design
05/13/2020	4	Revised Design
05/20/2020	5	Revised Design
06/03/2020	6	Revised Design

Notes:
1. Existing Utilities shown for general
information only. Contractor to field verify
location and depth of all utilities prior
to construction and notify Engineer of
any discrepancies.

Location Map



Landscape Plan





GARLAND PLANNING REPORT

City Council Regular Session Agenda

8. e.

Meeting Date: 06/02/2020

Item Title: Z 20-07 Garland Senior Living, Ltd. - Detail Plan (District 8)

Submitted By: Kira Wauwie, Principal Development Planner

REQUEST

Approval of an Amended Detail Plan.

LOCATION

502 Belt Line Road, 301 Tina Drive and 2222 Monarch Drive

OWNER

First United Pentecostal Church of Garland

PLAN COMMISSION RECOMMENDATION

On May 11, 2020 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of an Amended Detail Plan for Multi-Family Uses (Elder Care-Independent Living Use), in accordance with the motion for the zoning item.

STAFF RECOMMENDATION

Approval of an Amended Detail Plan for Multi-Family Uses (Elder Care – Independent Living Use).

BACKGROUND

In 2007, City Council approved Planned Development (PD) 07-33 District and a Detail Plan to allow the development of a church, on a 16.29-acre tract located south of Kingsbridge Drive and west of Belt Line Road.

The applicant requests the development of a Senior (Independent) Living Facility on the undeveloped tract near the existing church. The development will consist of one hundred twenty two (122) units on the unimproved 6.675-acre site.

SITE DATA

The overall site consists of approximately 15 acres with frontage along Belt Line Road. A church exists along the northern portion of the site with access to its parking area from Belt Line Road. The remainder of the property is unimproved.

USE OF PROPERTY UNDER CURRENT ZONING

The site is zoned PD 07-33 District for Single-Family Uses. A Detail Plan was approved with PD 07-33 which shows the entire site with improvements for use with a church and youth center. A Detail Plan is required for the unimproved tract through a public hearing process.

The applicant proposes to build a Senior Independent Living apartment community on an unimproved portion of the property that is developed with a church. This use requires an amendment to the existing PD 07-33 to add Elder Care – Independent Living Use and an amended Detail Plan.

CONSIDERATIONS

Development and Site Plan

1. The applicant requests the development of a Senior Living Facility on the undeveloped tract near the church. The development will consist of one hundred twenty-two (122) units on the unimproved 6.675-acre site. The resulting density is eighteen and two-tenths (18.2) units per acre whereas the Garland Development Code maximum density is eighteen (18) units per acre.

2. The submittal materials indicate compliance with the required unit size and mix. More specifically:

Average minimum dwelling unit size.

Required: 600 square feet

Proposed: 832 square feet

Minimum dwelling unit size.

Required one- bedroom: 475 square feet

Proposed: 695 square feet

Required two-bedroom: 725 square feet

Proposed: 1,005 square feet

3. Independent Living facilities generally follow the standards outlined in the Multi-Family (MF) District. The applicant requests to deviate from the required Multi-Family (MF) District development standards per Section 2.34 (Table 2-3), Section 4.47, and Section 4.45 of the GDC. The table below indicated the deviations are as proposed.

Development Standards	Required	Proposed
Building Height	40 feet *	45 feet
Storage Space	25 square feet and 175 cubic feet	1-bedroom units have 9 square feet and 81 cubic feet 2-bedroom units have 15 square feet and 136 cubic feet
Covered Parking	50% of required parking must be covered parking	None provided
Setbacks along the south and west property line	1.25 times the height of the building or a maximum of 50 feet	South 35 feet

Mechanical Screening	Screening required	See note**
Refuse Enclosure	Outside of setbacks at residential boundaries	Setback 34 feet, seven inches

*It should be noted that the existing PD 07-33 has a maximum height of fifty (50) feet for the sanctuary building, and fifty-six (56) feet for the top of the parapet.

**The bulk of roof mounted condenser units will be screened and will be on the "back" side of the roof ridgeline away from the public view. Further, the rooftop mechanical will face the courtyard and be screened. Ground level condensers will be screened with plants/shrubs where visible from Belt Line Road. Pool equipment will be fully screened and not in public view. The ground mounted condensers at the front of the building will be screened; the remainder will not.

4. With the exception of placing required landscaping behind the required fifteen (15) foot landscape buffer along Belt Line Road, the proposed landscape layout (Exhibit D) complies with the applicable screening and landscape regulations of the GDC.
5. The site plan (Exhibit C) shows the proposed parking spaces on site with 193 parking spaces provided, satisfying the minimum GDC parking requirements. While the GDC requires a ratio of one parking space per unit, the applicant indicates that a ratio of 1.5 parking spaces per unit is more suitable to their developments. On this project the proposal includes 1.5 parking spaces per unit plus 10 parking spaces for the leasing office/clubhouse.

Building Design

6. The building design complies with the architecture elements and articulation requirements of the GDC.
 - At least six (6) architectural elements must be incorporated into the design of the building. The north, south, east and west facades meet the GDC requirement.
 - Street-facing elevations should be horizontally and vertically articulated on street-facing facades. The articulation of the building meets the GDC standards.

Amenities

7. The applicant is proposing 4,000 square feet of indoor common or recreational areas. The GDC requires indoor common or recreational areas at a ratio of at least one hundred square feet of gross floor area per dwelling unit, or 12,200 square feet for this development. Examples of common areas are: common living and sitting rooms, dining rooms, libraries, game rooms, exercise rooms, dance floors, arts and crafts rooms, music rooms, and other age appropriate indoor recreational facilities. The proposed indoor spaces include a laundry room (units will have their own washer/dryer hookups), theater, library, kitchen, dining, sitting, multi-purpose, computer, and gym indoor spaces. However, the development will also provide 12,649 square feet of outdoor common and recreational areas including: pool, butterfly garden, and garden area with raised planters. Additionally, a dog park will be provided. The amenities will have trellis shade, seating, trash cans, grill, and tables along with walking paths throughout the development.
8. Per the GDC, Elder Care – Independent Living facilities may provide a limited number of support services such as meals, laundry, housekeeping, transportation, social/recreational

activities, and hairdressing. The application indicates that the amenities would include social/recreational activities and services.

Signage

9. No deviations were requested regarding signage.

COMPREHENSIVE PLAN

The Envision Garland Plan designates the subject property as Compact Neighborhoods.

Compact Neighborhoods provide areas for moderate increases in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns. The Compact Neighborhood development type is primarily characterized as moderate residential (between six and twelve dwelling units per acre).

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

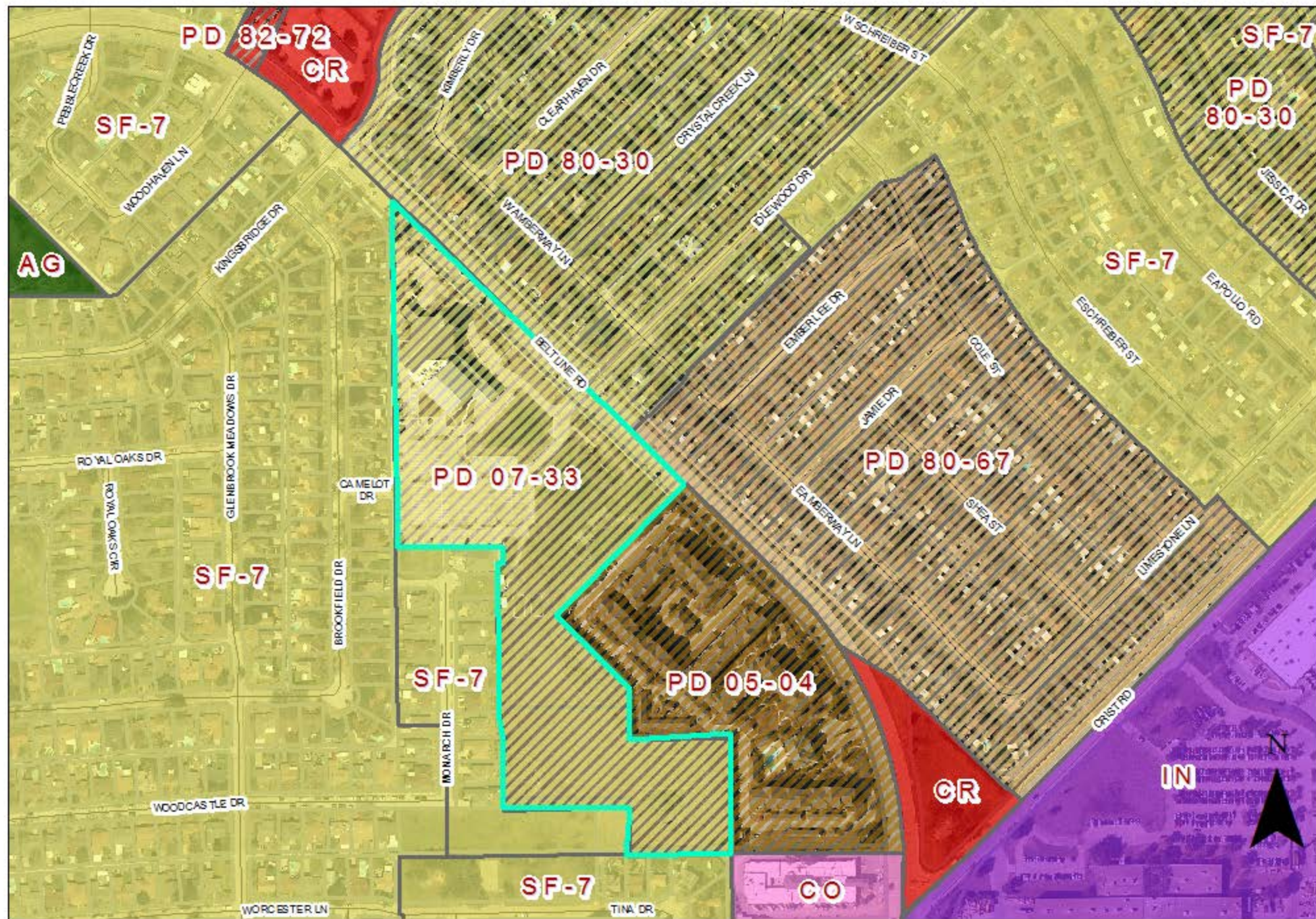
Property to the north, across Belt Line Road, is zoned Planned Development (PD) District 80-30 for Single-Family Uses and is developed with single-family homes. Property to the east is zoned Planned Development (PD) District 05-04 for a Senior Living Facility and is developed with the Primrose Senior Living facility. Property to the south and west are zoned Single-Family-7 (SF-7) District and are developed with single-family homes.

Attachments

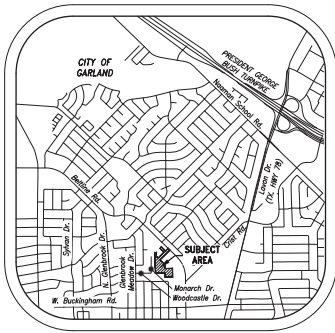
Z 20-07 Garland Senior Living, Ltd. - Detail Plan Attachments and Exhibits

Z 20-07 Garland Senior Living, Ltd. Responses

Z 20-07 Garland Senior Living, Ltd. Staff Presentation



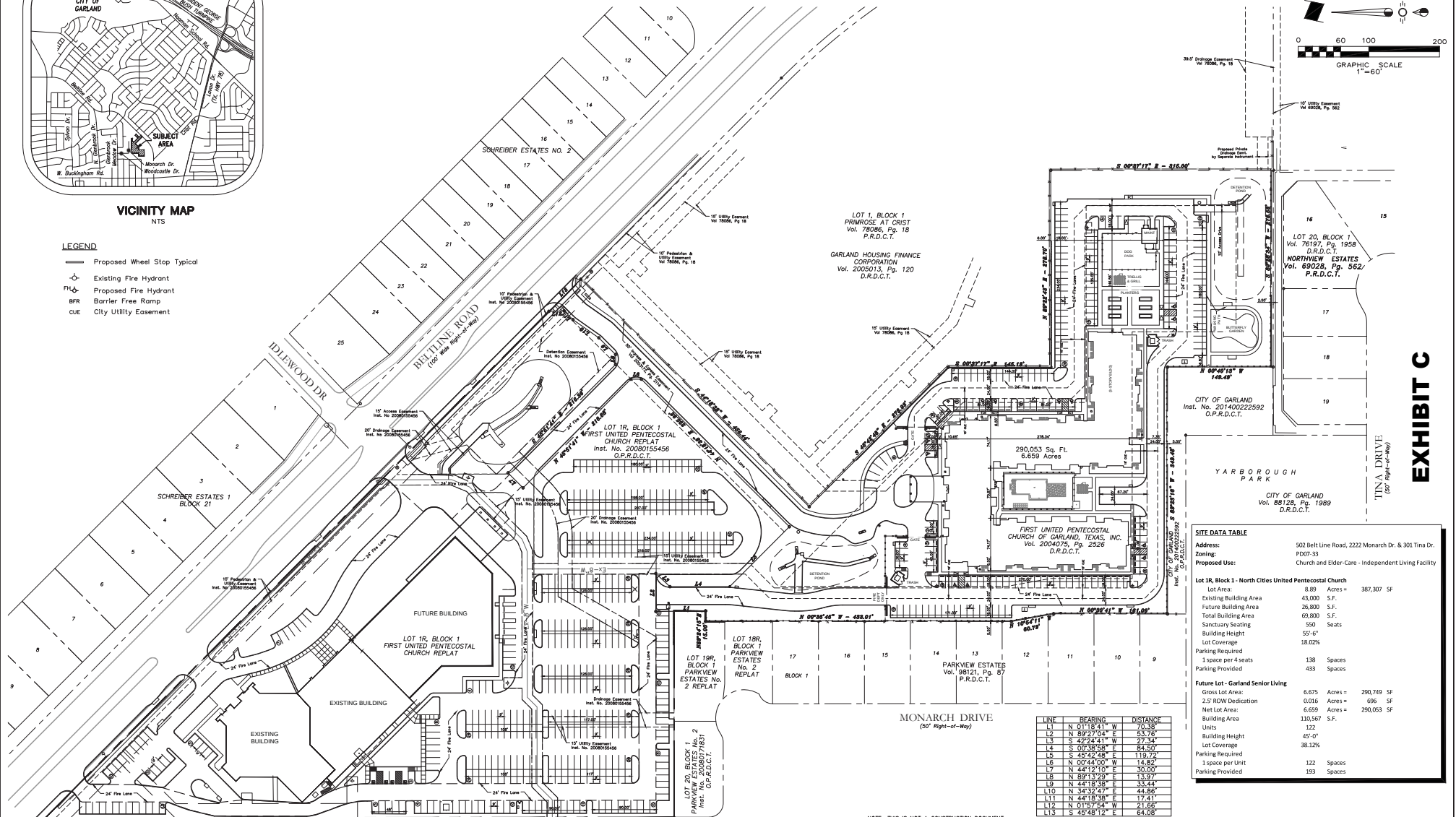
0 250 500 Feet 1 inch = 347 feet	Zoning Map Z 20-07	 INDICATES AREA OF REQUEST
--	---	--



VICINITY MAP
NTS

LEGEND

- Proposed Wheel Stop Typical
- Existing Fire Hydrant
- Proposed Fire Hydrant
- Barrier Free Ramp
- City Utility Easement



SITE DATA TABLE

Address: 502 Belt Line Road, 2222 Monarch Dr. & 301 Tina Dr.
 Zoning: PD07-33
 Proposed Use: Church and Elder-Care - Independent Living Facility

Lot 18, Block 1 - North Cities United Pentecostal Church 387,307 SF

Lot Area: 8.89 Acres =
 Existing Building Area: 43,000 S.F.
 Future Building Area: 26,800 S.F.
 Total Building Area: 69,800 S.F.
 Sanctuary Seating: 550 Seats
 Building Height: 55'-0"
 Lot Coverage: 18.02%

Parking Required: 1 space per 4 seats
 138 Spaces
 Parking Provided: 438 Spaces

Future Lot - Garland Senior Living
 Gross Lot Area: 6.675 Acres = 290,749 SF
 2.5' ROW Dedication: 0.016 Acres = 696 SF
 Net Lot Area: 6.659 Acres = 290,053 SF
 Building Area: 130,567 S.F.
 Units: 122
 Building Height: 45'-0"
 Lot Coverage: 38.12%

Parking Required: 1 space per unit
 122 Spaces
 Parking Provided: 193 Spaces

LINE	BEARING	DISTANCE
L1	N 01°18'41" W	70.35'
L2	N 89°27'04" E	53.76'
L3	S 42°24'41" W	27.34'
L4	S 00°38'58" E	84.35'
L5	S 45°42'48" E	119.72'
L6	N 05°44'00" W	14.82'
L7	N 44°12'10" E	30.00'
L8	N 89°13'30" E	13.97'
L9	N 44°18'58" E	33.44'
L10	S 34°32'47" W	44.86'
L11	N 44°18'58" E	17.41'
L12	N 01°57'54" W	21.66'
L13	S 45°48'12" E	64.08'

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
 THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

CASE NUMBER: 200109-2

Issue Dates:	Revisions:	Date:
1 (02/21/2020)	1	
2 (04/16/2020)	2	
3 (04/28/2020)	3	
4	4	
5	5	
6	6	

CROSS ENGINEERING CONSULTANTS
 1720 W. Virginia Street
 972.562.4409
 McKinney, Texas 75069
 Texas P.E. Firm No. F-9103

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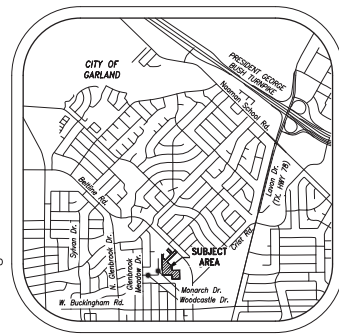
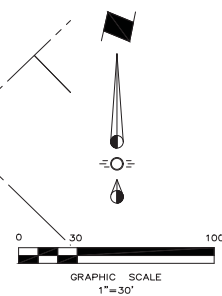
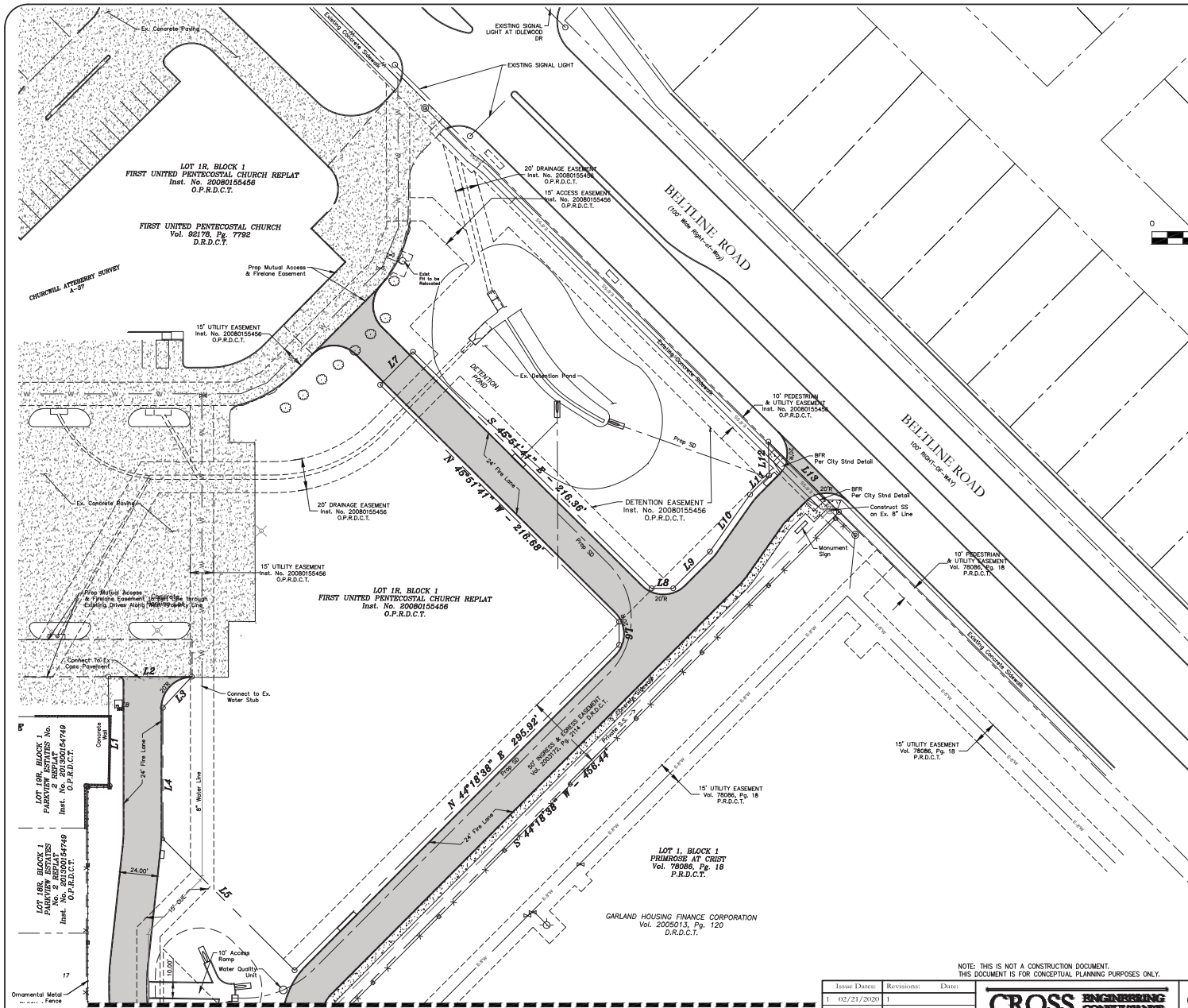
DETAIL PLAN
 GARLAND SENIOR LIVING
 PROPOSED FIRST UNITED PENECCOSTAL REPLAT
 LOT 18, BLOCK 1
 GARLAND SENIOR LIVING, LTD.
 GARLAND, TEXAS

Sheet No.
DP

Project No.
 19136

EXHIBIT C

GARLAND SENIOR LIVING



- LEGEND**
- Proposed Firelane
 - Proposed Sidewalk
 - Ex. Concrete
 - Proposed Retaining Wall
 - Proposed Wheel Stop Typical
 - Existing Fire Hydrant
 - Proposed Fire Hydrant
 - Barrier Free Ramp

LINE	BEARING	DISTANCE
L1	N 01°18'41" W	70.38'
L2	N 82°27'04" E	53.78'
L3	S 42°44'51" W	72.44'
L4	S 00°58'58" E	84.50'
L5	S 02°49'48" E	119.79'
L6	N 02°44'00" W	14.82'
L7	N 44°12'10" E	30.00'
L8	N 89°13'25" E	13.97'
L9	N 44°18'38" E	33.44'
L10	N 44°12'47" E	44.88'
L11	N 44°18'38" E	17.41'
L12	N 01°57'54" W	21.68'
L13	S 45°48'12" E	64.08'

Notes:
Existing Utilities Shown Per As-Built Documents. Contractor to Field Verify Location and Depth of All Utilities Prior to Construction and Notify Engineer of any Discrepancies.

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CROSS ENGINEERING CONSULTANTS
1720 W. Virginia Street
McKinney, Texas 75069
972.562.4489

McKinney, Texas 75069
Texas P.E. Firm No. 9-9103

Drawn By: C.E.C.L. Checked By: C.E.C.L. Scale: 1" = 30'

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PRELIMINARY DEVELOPMENT PLAN
GARLAND SENIOR LIVING
PROPOSED FIRST UNITED PENTECOSTAL REPLAT LOT 1R, BLOCK 1
GARLAND SENIOR LIVING, LTD.
GARLAND, TEXAS

DEVELOPER:
Garland Senior Living, Ltd.
13455 Noel Road, Suite 400
Dallas, Texas 75240
Phone (972) 774-4435
Fax (972) 774-4495

ENGINEER:
Cross Engineering Consultants, Inc.
131 S. Tennessee St.
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jonathan D. Hake, P.E.

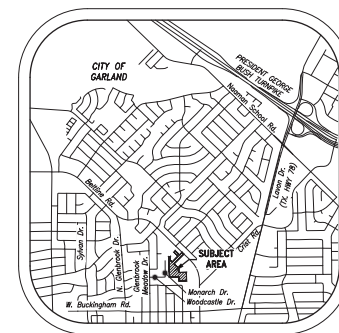
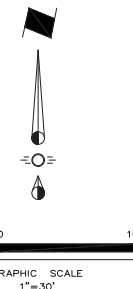
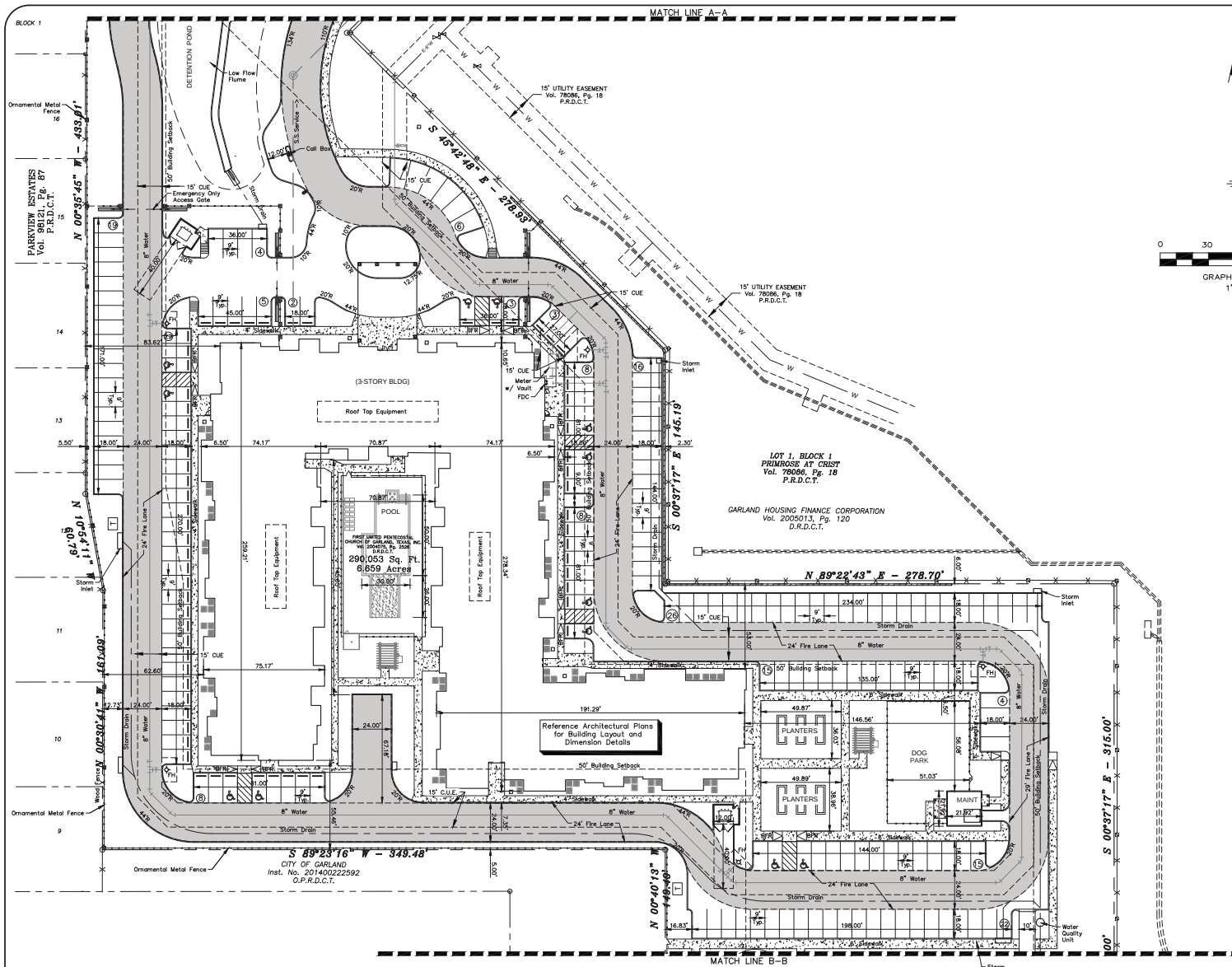
ARCHITECT:
HEDK Architects
4202 Beltway Drive,
Addison, Texas 75001
Phone (214) 520-8878
Contact: Lester Young

SURVEYOR:
Ringley & Associates, Inc.
701 S. Tennessee Street
McKinney, Texas 75069
Phone (972) 542-1266
Fax (972) 542-8682
Contact: Lawrence Ringley, RPLS

Sheet No.
PSP#1
Project No.
19136

GARLAND SENIOR LIVING

EXHIBIT C



VICINITY MAP
NTS

LEGEND

- Firelane
- Proposed Sidewalk
- Ex. Concrete
- Proposed Retaining Wall
- Proposed Wheel Stop Typical
- Existing Fire Hydrant
- Proposed Fire Hydrant
- Barrier Free Ramp

LINE	BEARING	DISTANCE
L1	N 01°18'41" W	70.38
L2	N 89°23'16" E	349.48
L3	S 49°42'41" W	27.45
L4	S 00°37'17" E	84.50
L5	S 45°48'12" E	119.75
L6	N 00°44'00" W	14.83
L7	N 44°12'10" E	30.00
L8	N 89°13'29" E	13.97
L9	N 44°18'38" E	33.44
L10	N 34°52'57" E	44.86
L11	N 44°18'38" E	17.41
L12	N 01°57'54" W	21.66
L13	S 45°48'12" E	64.08

Note:
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CROSS ENGINEERING CONSULTANTS
1720 W. Virginia Street
McKinney, Texas 75069
972.562.4489

McKinney, Texas 75069
Texas P.E. Firm No. F-9103

Drawn By: C.E.C.L. Checked By: C.E.C.L. Scale: 1" = 30'

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GARLAND SENIOR LIVING
PROPOSED FIRST UNITED PENECONAL REPLAT LOT 1R, BLOCK 1
GARLAND SENIOR LIVING, LTD.
GARLAND, TEXAS

Sheet No.
PSP#2
Project No.
19136

EXHIBIT C

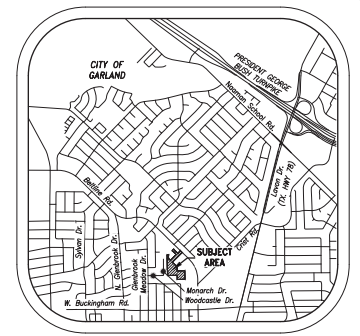
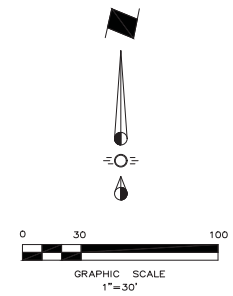
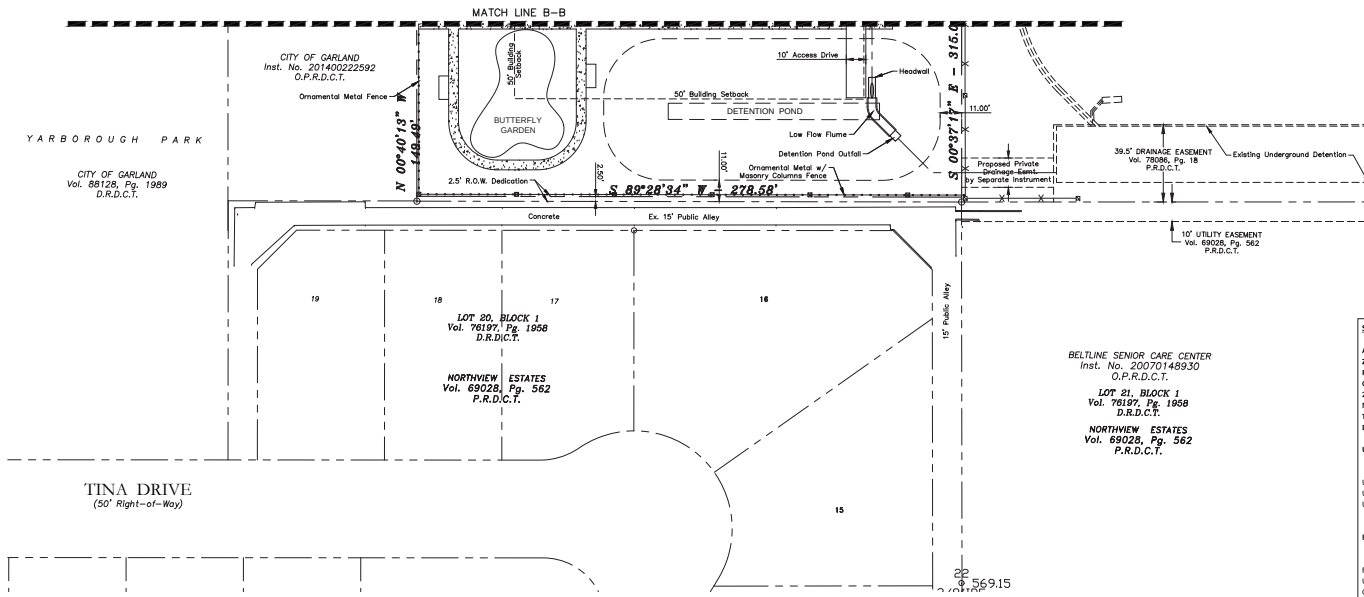
GARLAND SENIOR LIVING

DEVELOPER:
Garland Senior Living, Ltd.
13455 Noel Road, Suite 400
Dallas, Texas 75240
Phone (972) 774-4435
Fax (972) 774-4495

ENGINEER:
Cross Engineering Consultants, Inc.
131 S. Tennessee St.
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jonathan D. Hake, P.E.

ARCHITECT:
HEDK Architects
4202 Bellway Drive,
Addison, Texas 75001
Phone (214) 520-8878
Contact: Lester Young

SURVEYOR:
Ringley & Associates, Inc.
701 S. Tennessee Street
McKinney, Texas 75069
Phone (972) 542-1266
Fax (972) 542-8682
Contact: Lawrence Ringley, RPLS



SITE DATA TABLE

Address:	2223 Monarch Dr. & 301 Tina Dr.																									
Zoning:	PD07-33																									
Proposed Use:	Elder-Care - Independent Living Facility																									
Gross Lot Area:	6,675	Acres =	290,749 SF																							
2.5' ROW Dedication	0,016	Acres =	696 SF																							
Net Lot Area:	6,659	Acres =	290,053 SF																							
Total Units:	122	Units																								
Density:	18.277	Units/Acre																								
Unit Information:																										
	Floor Area (SF)	# Units	Bedrooms	Minimum Unit Size (SF)	Provided Unit Size (SF)	Storage Required (SF)	Storage Provided (SF)	%	Total Area (SF)																	
Unit Type A1	696	68	1-Bedroom	600	696	13	16.4	55.74%	47,260																	
Unit Type B1	1,005	48	2-Bedroom	475	1,005	13	13.4	39.34%	48,240																	
Unit Type B2	1,005	6	2-Bedroom	475	1,005	13	22.6	4.92%	6,030																	
	Total:	122							47,260																	
Building Information:																										
	Allowable Height	Building Height	Floor Area (SF)	# of Floors	Total Building Area (SF)																					
Building Type A	40'-0"	45'-0"	33,843	3	101,530																					
Unit Storage Space			1,306	3	3,906																					
Clubhouse			3,264	2	6,528																					
Maintenance Building			441	1	441																					
			Total Area:		107,141																					
Leisure Area Information:																										
	Area (SF)																									
Pool Area	1,575																									
Surface Water	2,915																									
Pool Deck	4,490																									
	Total:	4,490																								
Picnic/BBQ Areas																										
	Area (SF)	# of	Total Area (SF)																							
Shade Trellis/Charcoal BBQ	150	2	300																							
Garden Planter Area:																										
	Area (SF)																									
(6) Raised Planters	4,000																									
Butterfly Garden Area:																										
	Area (SF)																									
Garden & 200 L.F. Sidewalk	4,000																									
Lot Coverage:																										
	36.94%																									
Floor to Area Ratio (FAR):	0.37	1:																								
Impervious Area:	172,018	SF																								
Impervious Percentage:	59.31%																									
Open/Recreational Area	2.71	Ac																								
Open/Recreational Percentage:	40.70%																									
Parking Requirement:																										
	Required	# of Units		Required																						
1 Space per Unit		122		Parking																						
				122																						
Parking Provided:																										
	199 Spaces (including 12 ADA Spaces)																									

EXHIBIT C

- LEGEND**
- Firelane
 - Proposed Sidewalk
 - Ex. Concrete
 - Proposed Retaining Wall
 - Proposed Wheel Stop Typical
 - Existing Fire Hydrant
 - Proposed Fire Hydrant
 - Barrier Free Ramp

LINE	BEARING	DISTANCE
L1	N 01°18'41" W	70.38'
L2	N 89°22'04" E	53.76'
L3	S 42°44'41" W	62.54'
L4	S 00°38'58" E	84.50'
L5	S 45°40'48" E	119.72'
L6	N 00°44'00" W	14.82'
L7	N 44°12'10" E	30.00'
L8	N 89°13'29" E	13.97'
L9	N 44°18'38" E	33.44'
L10	N 34°30'47" E	44.88'
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L12	N 01°57'54" W	21.68'
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4		4
5		5
6		6

CROSS ENGINEERING CONSULTANTS
1720 W. Virginia Street
McKinney, Texas 75069
972.562.4489

McKinney, Texas 75069
972.562.4409
Fax (972) 562-4471
Contact: Jonathan D. Hake, P.E.

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NO. 94735
04/28/20. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

PRELIMINARY DEVELOPMENT PLAN
GARLAND SENIOR LIVING
PROPOSED FIRST UNITED PENECONSTAL REPLAT LOT 1R, BLOCK 1
GARLAND SENIOR LIVING, LTD.
GARLAND, TEXAS

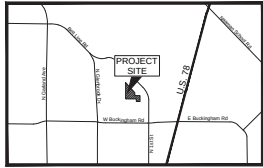
Sheet No.
PSP#3
Project No.
191.36

Note:
Existing Utilities Shown Per As-Built Documents. Contractor to Field Verify Location and Depth of All Utilities Prior to Construction and Notify Engineer of any Discrepancies.

EXHIBIT C

GARLAND SENIOR LIVING

PLANT LEGEND				
SYMBOL	TAXONOMICAL NAME	COMMON NAME	QUANTITY	REMARKS
LARGE CANOPY TREES				
CA	<i>Latex crebrifolia</i>	Older Elm	7	2" Cal. 12'-14' Ht.
CP	<i>Platanus chinensis</i>	Chinese Platanus	2	2" Cal. 12'-14' Ht.
QV	<i>Quercus virginica</i>	Live Oak	14	2" Cal. 12'-14' Ht.
QD	<i>Quercus shumardii</i>	Shumard Oak	10	2" Cal. 12'-14' Ht.
HIGH LEVEL SCREENING SHRUBS				
HS	<i>Yucca x Yucca</i>	Yucca x Yucca	218	10 gal. 6' Ht. min. Full to ground, spread, uniform
LOW LEVEL SCREENING SHRUBS				
LS	<i>Yucca x Yucca</i>	Yucca	11	3 gal. 18" min. Ht. 12" min. spread. Plant
DS	<i>Yucca x Yucca</i>	Yucca	12	3 gal. 24" min. Ht. 12" min. spread. Plant
DY	<i>Yucca x Yucca</i>	Yucca	31	3 gal. 24" O.C. Spacing
MG	<i>Yucca x Yucca</i>	Yucca	6	3 gal. 24" O.C. Spacing
DA	<i>Yucca x Yucca</i>	Yucca	11	3 gal. 24" O.C. Spacing
PD	<i>Yucca x Yucca</i>	Yucca	13	3 gal. 24" min. Ht. 12" min. spread. Plant
PERENNIALS & ORNAMENTAL GRASSES				
AS	<i>Yucca x Yucca</i>	Yucca	6	3 gal. 24" O.C. Spacing
DS	<i>Yucca x Yucca</i>	Yucca	6	3 gal. 24" O.C. Spacing
MC	<i>Yucca x Yucca</i>	Yucca	14	2 gal. 18" O.C. Spacing
DS	<i>Yucca x Yucca</i>	Yucca	5	3 gal. 24" O.C. Spacing
GROUNDCOVERS				
LR	<i>Yucca x Yucca</i>	Yucca	300	4" pots 12" O.C. Spacing
SC	<i>Yucca x Yucca</i>	Yucca	100	4" pots 9" O.C. Spacing
DS	<i>Yucca x Yucca</i>	Yucca	80,000	S.F. Solid soil or hydromulch
MC	<i>Yucca x Yucca</i>	Yucca	(ALL PLANTING BEDS)	Min. 3" Depth
DS	<i>Yucca x Yucca</i>	Yucca	3,100	S.F. Solid soil or hydromulch
P	<i>Yucca x Yucca</i>	Yucca	100	SPACES, QTY: 21



LANDSCAPE ARCHITECT
 MEIKS DESIGN GROUP, INC.
 BRANDON BOCHER
 1785 NORTH COLLINS BLVD., SUITE 300
 RICHARDSON, TX 75080
 (972) 690-7474

APPLICANT/OWNER
 GARLAND SENIOR LIVING, LTD.
 SCOTT JOHNSON
 972-774-4660

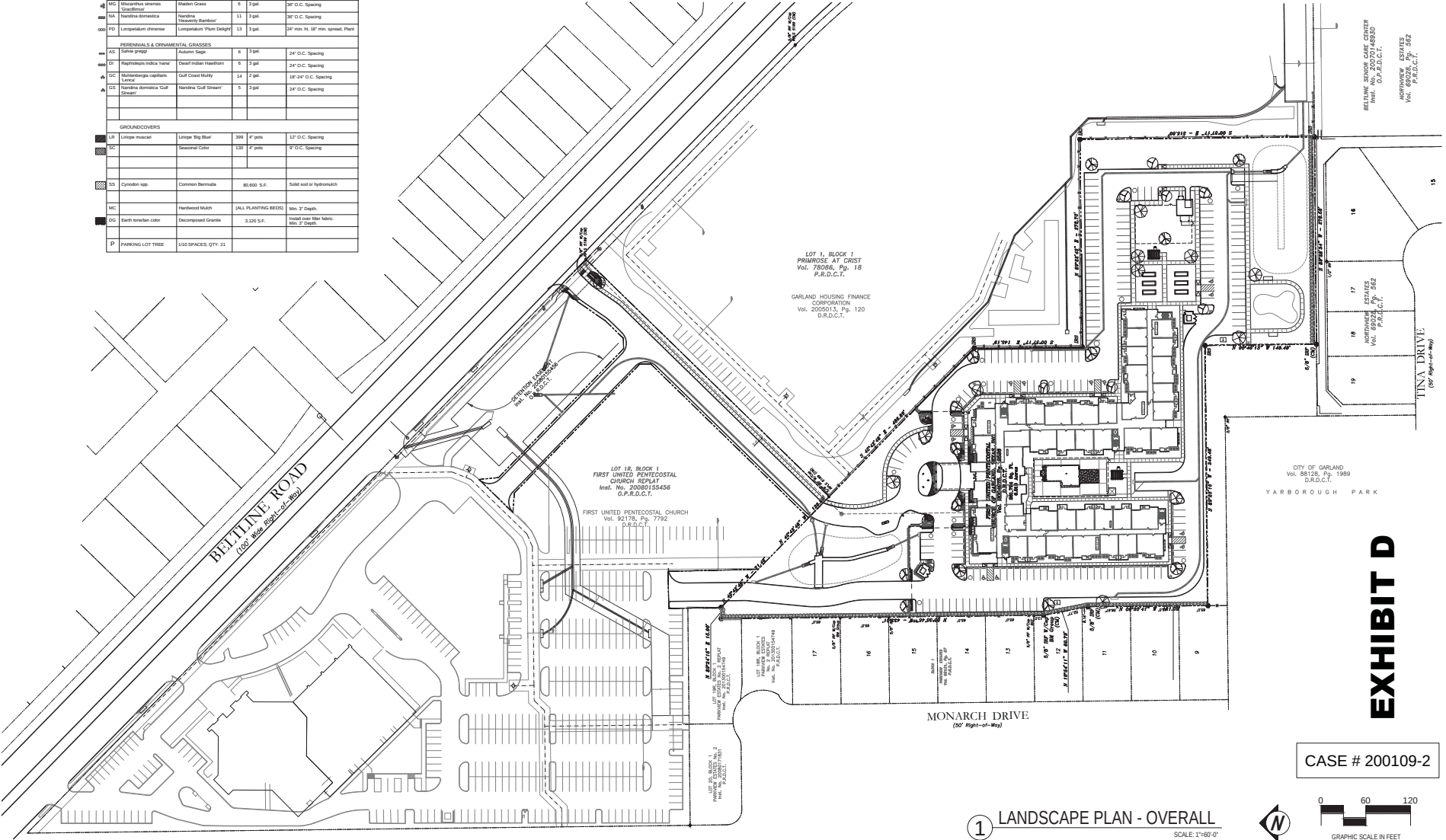
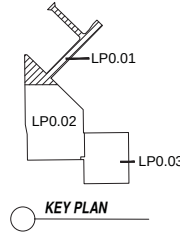
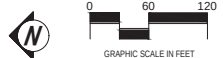


EXHIBIT D

CASE # 200109-2

1 LANDSCAPE PLAN - OVERALL
 SCALE: 1"=60'-0"



ISSUES:	
1	02-21-20 SITE PLAN SUBMITTAL
2	
3	
REVISIONS:	
1	04-28-20 PER CITY COMMENTS
2	06-23-20 PER CITY COMMENTS
3	
4	
5	
6	
7	
8	
9	
10	

CLIENT:

PALLADIUM GARLAND
 GARLAND, TEXAS

mgd
 landscape architects
 MEIKS DESIGN GROUP, INC.
 1785 N. COLLINS BLVD., SUITE 300
 RICHARDSON, TX 75080
 PH (972) 690-7474
 F (972) 690-7476

STATE OF TEXAS
 LANDSCAPE ARCHITECT
 SCOTT JOHNSON
 04-29-20

SITE PLAN SUBMITTAL

PALLADIUM GARLAND

GARLAND, TEXAS
 JOB NUMBER: HED-2005

LANDSCAPE PLAN - OVERALL

LP0.00

LANDSCAPE CALCULATIONS

SITE INFORMATION:

ZONING: MF DISTRICT
TOTAL LOT AREA: 290,053 S.F. (6.659 ACRES)
PROPOSED USE: MULTIFAMILY APARTMENTS

LANDSCAPE AREA:

REQUIRED: MINIMUM OF 40% OF GROSS PLATTED SITE MUST BE DEVOTED TO LANDSCAPING.
OPEN SPACE AREAS, POOLS, AND SIMILAR OUTDOOR ACTIVITY USE
290,053 S.F. X 40% = 116,021 S.F. LANDSCAPE AREA
PROVIDED: 118,178 + S.F. (41%) LANDSCAPE AREA

PROPERTY LINE ADJACENT TO SINGLE FAMILY RESIDENTIAL (843 L.F.):

WEST PROPERTY LINE (865 L.F.):
REQUIRED: 5' WIDE LANDSCAPE BUFFER WITH:
6' HT. ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS (50' O.C.) AND
CONTINUOUS ROW OF EVERGREEN HIGH-LEVEL SCREENING SHRUBS
PROVIDED: 6' HT. ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS (50' O.C.) AND
CONTINUOUS ROW OF EVERGREEN HIGH-LEVEL SCREENING SHRUBS
SOUTH PROPERTY LINE (278 L.F.):
REQUIRED: 5' WIDE LANDSCAPE BUFFER WITH:
6' HT. ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS (50' O.C.) AND
CONTINUOUS ROW OF EVERGREEN HIGH-LEVEL SCREENING SHRUBS
PROVIDED: 6' HT. ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS (50' O.C.) AND
CONTINUOUS ROW OF EVERGREEN HIGH-LEVEL SCREENING SHRUBS

BELTLINE ROAD FRONTAGE (25 L.F. WITHOUT ENTRY DRIVES):

REQUIRED: 15' WIDE LANDSCAPE BUFFER WITH:
(1) CANOPY TREE PER 30 LINEAR FEET (25/30 = 1 TREE)
(7) SHRUBS PER 30 LINEAR FEET (25/30 = 1 X 7 = 7 SHRUBS)
PROVIDED: 15' WIDE LANDSCAPE BUFFER + (1) CANOPY TREE & (7) SHRUBS
REQUIRED: MAXIMUM 75% OF LANDSCAPE BUFFER IN TURF (225 S.F. X 75% = 168 S.F.)
MINIMUM 25% OF LANDSCAPE BUFFER IN PLANTING (225 S.F. X 25% = 56 S.F.)
PROVIDED: 100 S.F. TURF (44%), 128 S.F. GROUNDCOVER & SHRUBS (48%)

PARKING LOT:

REQUIRED: (1) CANOPY TREE PER 10 PARKING SPACES (193 SPACES / 10 = 20 TREES)
(1) CANOPY TREE AT THE TERMINUS OF EVERY PARKING ROW
EVERY PARKING SPACE WITHIN 60' OF A CANOPY TREE
LANDSCAPING TO ACCOUNT FOR 5% OF THE PARKING AREA (93,051 X 5% = 4,652 S.F.)
PROVIDED: (29) SHADE TREES + 8,600 S.F. LANDSCAPE AREA

GENERAL NOTE:

NO LANDSCAPING SUCH AS TREES, HEDGES, OR STRUCTURES ABOVE AND UNDERGROUND SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHT OF WAYS.

IRRIGATION NOTES:

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPORATION TRANSPORT (ET) WEATHER BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

A FULL SET OF IRRIGATION PLANS SHALL BE SUBMITTED TO THE CITY FOR APPROVAL / PERMIT PRIOR TO INSTALLATION.

INSTALLATION & MAINTENANCE NOTE:

A. INSTALLATION: THE INSTALLATION OF ALL MATERIALS SHOWN ON THE APPROVED SCREENING AND LANDSCAPING PLANS MUST BE INSPECTED AND APPROVED BY THE BUILDING INSPECTION DEPARTMENT PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

B. IF A PERSON APPLIES FOR A CERTIFICATE OF OCCUPANCY DURING A SEASON OF THE YEAR IN WHICH THE CITY DETERMINES THAT IT WOULD BE IMPRACTICAL TO PLANT TREES, SHRUBS, GROUNDCOVER OR GRASS, THE CITY MAY ISSUE A TEMPORARY CERTIFICATE OF OCCUPANCY CONDITIONED ON THE OWNERS COMPLIANCE WITH ALL LANDSCAPING REQUIREMENTS. THE TEMPORARY CERTIFICATE OF OCCUPANCY MAY BE REVOKED ON A DATE THE CITY DETERMINES IS REASONABLE, TAKING INTO CONSIDERATION THE TIME OF YEAR, WEATHER, AND PROBABLE SURVIVABILITY OF THE PLANTS AND LANDSCAPING.

C. MAINTENANCE: THE PROPERTY OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF ALL REQUIRED LANDSCAPING, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:
1. PLANT MATERIAL MUST BE PERPETUALLY MAINTAINED IN A HEALTHY, VIGOROUS, LIVING, AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR AND
2. PLANT MATERIALS THAT DIE MUST BE REPLACED BY THE PROPERTY OWNER WITH THE SAME PLANT VARIETY (OR AN APPROVED ALTERNATIVE) AT THE INITIAL PLANTING SIZE WITHIN THIRTY CALENDAR DAYS FOLLOWING NOTIFICATION BY THE CITY, OR WITHIN AN ALTERNATIVE TIME PERIOD, NOT TO EXCEED ONE HUNDRED AND TWENTY CALENDAR DAYS, IF SUCH IS APPROVED BY THE PLANNING DIRECTOR.

PLANT LEGEND				
SYM	BOTANICAL NAME	COMMON NAME	QUAN	REMARKS
LARGE CANOPY TREES				
CE	Ulmus crassifolia	Cedar Elm	7	3" Cal. 12-14' Ht.
CP	Platanus chinensis	Chinese Platanus	2	3" Cal. 12-14' Ht.
LO	Quercus virginia	Live Oak	14	2" Cal. 12-14' Ht.
RO	Quercus shumardi	Shumard Oak	10	2" Cal. 12-14' Ht.
HIGH LEVEL SCREENING SHRUBS				
NR	Rex x Nellie R. Stevens	Nellie R. Stevens Holly	218	15 gal. 6" Ht. Min. Full to ground, sheared, uniform.
LOW LEVEL SCREENING SHRUBS				
AB	Abelia grandifolia	Abelia	11	3 gal. 18" min. Ht. 12" min. spread. Plant 36" O.C.
DB	Rex cornuta 'Burfordi'	Dwarf Burford Holly	72	3 gal. 24" min. Ht. 18" min. spread. Plant 24" O.C.
DY	Rex vomitoria 'nana'	Dwarf Yaupon Holly	31	3 gal. 24" O.C. Spacing
MG	Miscanthus sinensis 'Gracillimus'	Maiden Grass	6	3 gal. 36" O.C. Spacing
NA	Nandina domestica	Nandina 'Heavenly Bamboo'	11	3 gal. 36" O.C. Spacing
PD	Loropetalum chinense	Loropetalum 'Plum Delight'	13	3 gal. 24" min. Ht. 18" min. spread. Plant 24" O.C.
PERENNIALS & ORNAMENTAL GRASSES				
AS	Salvia greggii	Autumn Sage	6	3 gal. 24" O.C. Spacing
DI	Raphiolepis indica 'nana'	Dwarf Indian Hawthorn	6	3 gal. 24" O.C. Spacing
GC	Muhlenbergia capillaris 'Lancelot'	Gulf Coast Muntz	14	2 gal. 18" 24" O.C. Spacing
GS	Nandina domestica 'Gulf Stream'	Nandina 'Gulf Stream'	5	3 gal. 24" O.C. Spacing
GROUNDCOVERS				
LR	Liriope muscari	Liriope 'Big Blue'	399	4" pots 12" O.C. Spacing
SC		Seasonal Color	130	4" pots 9" O.C. Spacing
SS	Cynodon spp.	Common Bermuda	80,600	S.F. Solid sod or hydramulch
MC		Hardwood Mulch	(ALL PLANTING BEDS)	Min. 3" Depth.
DG	Earth toner/soil color	Decomposed Granite	3,120	S.F. Install over filter fabric. Min. 3" Depth.
P	PARKING LOT TREE	1/10 SPACES; QTY: 21		

ISSUES:

01 02-21-20 SITE PLAN SUBMITTAL

02 04-28-20 PER CITY COMMENTS

03 06-29-20 PER CITY COMMENTS

REVISIONS:

04 06-29-20 PER CITY COMMENTS

05 06-29-20 PER CITY COMMENTS

06 06-29-20 PER CITY COMMENTS

07 06-29-20 PER CITY COMMENTS

08 06-29-20 PER CITY COMMENTS

09 06-29-20 PER CITY COMMENTS

10 06-29-20 PER CITY COMMENTS

CLIENT:

PALLADIUM GARLAND
GARLAND, TEXAS

mgs
landscape architects

MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7476



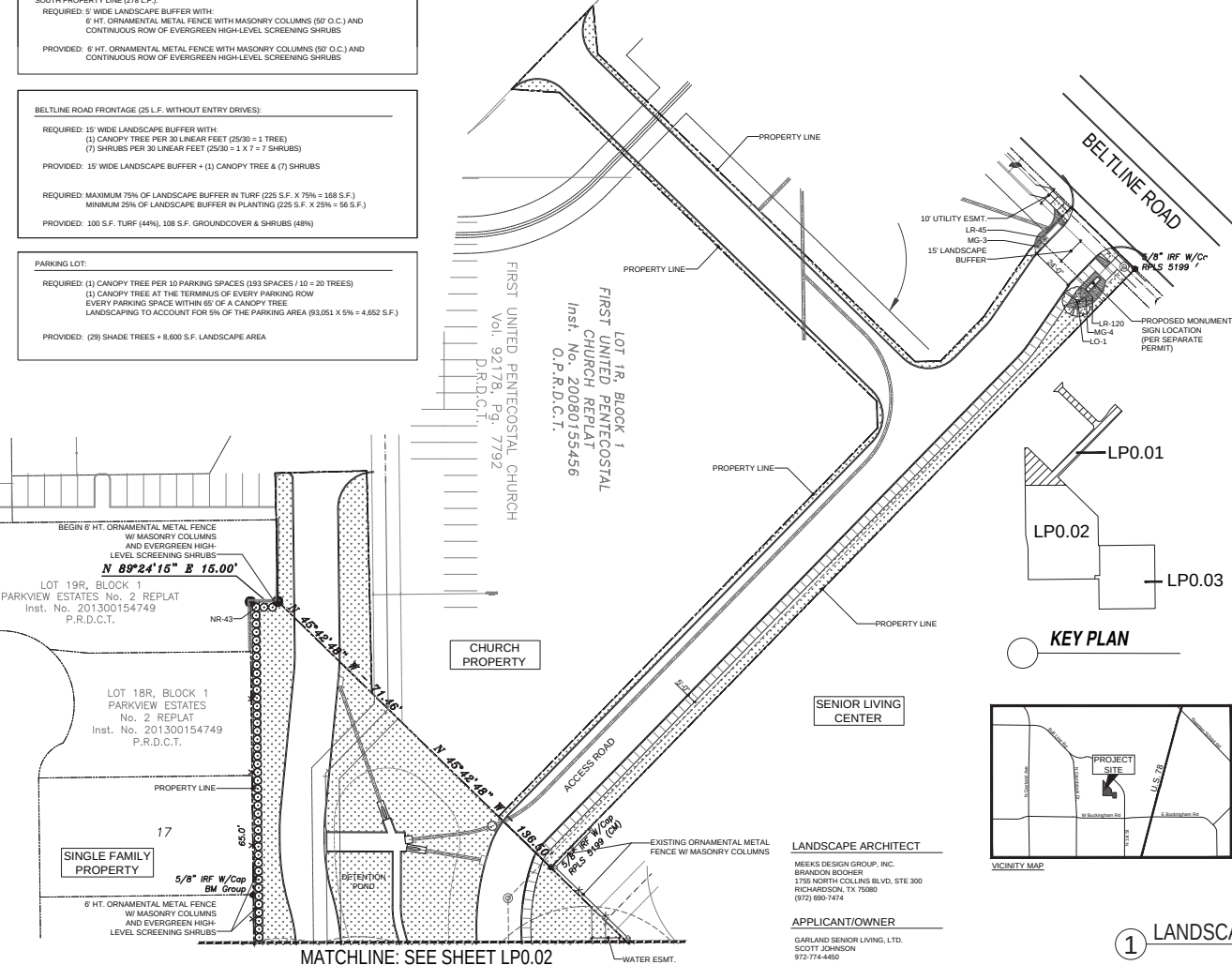
SITE PLAN
SUBMITTAL

PALLADIUM GARLAND

GARLAND, TEXAS
JOB NUMBER: HED-2025

LANDSCAPE
ORDINANCE PLAN

LP0.01



LANDSCAPE ARCHITECT

MEEKS DESIGN GROUP, INC.
BRANDON BOCHER
1755 NORTH COLLINS BLVD. STE 300
RICHARDSON, TX 75080
(972) 690-7474

APPLICANT/OWNER

GARLAND SENIOR LIVING, LTD.
SCOTT JOHNSON
972-774-4460

1 LANDSCAPE ORDINANCE PLAN
SCALE: 1"=30'-0"

CASE # 200109-2

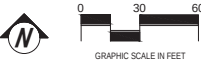
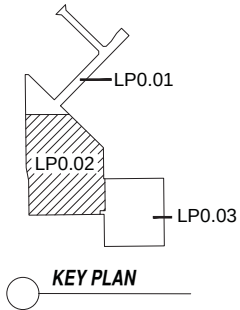


EXHIBIT D



MONARCH DRIVE
(50' Right-of-Way)

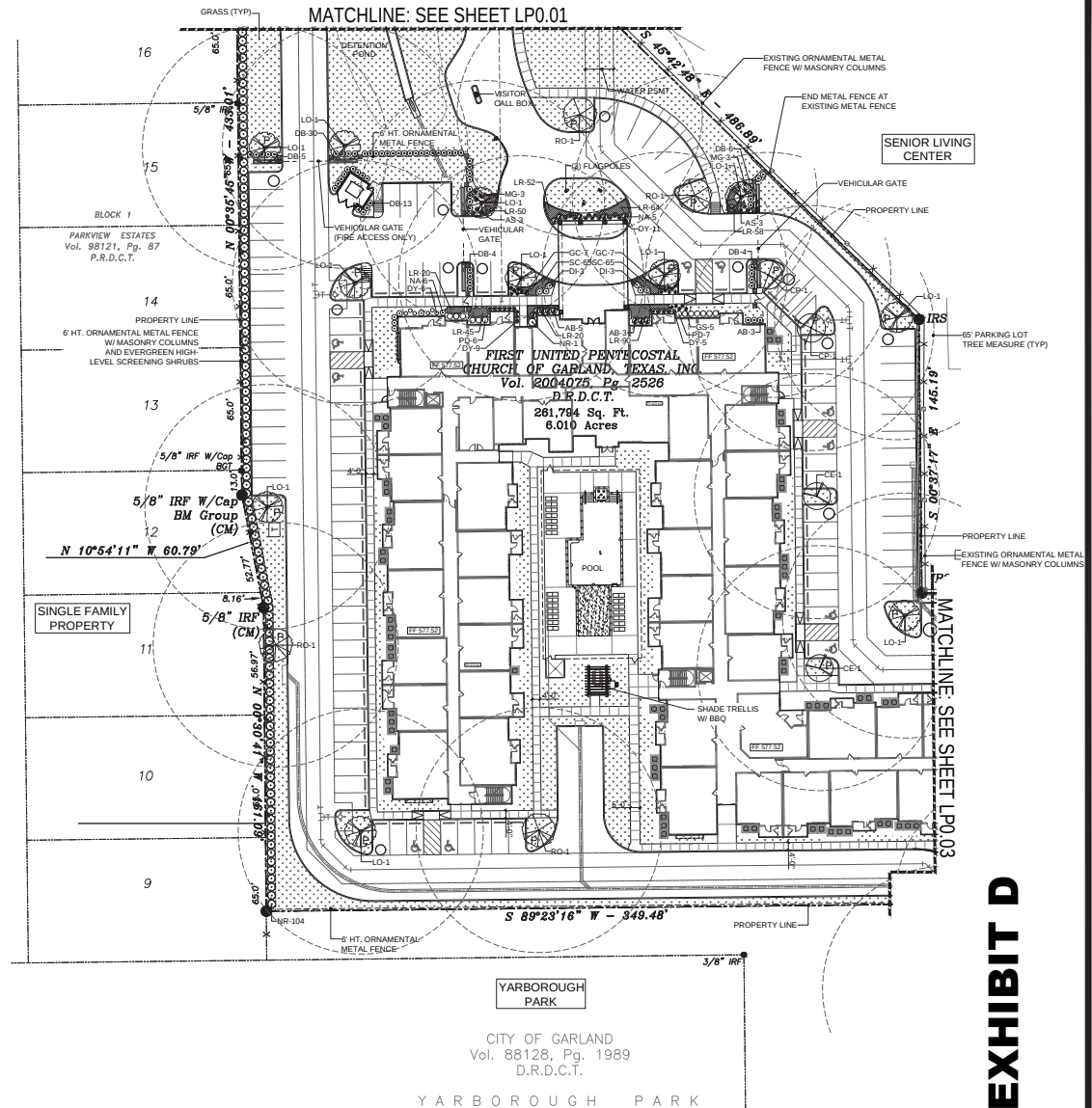


EXHIBIT D

ISSUES:	
1	02-21-20 SITE PLAN SUBMITTAL
2	
3	
REVISIONS:	
1	04-28-20 PER CITY COMMENTS
2	06-23-20 PER CITY COMMENTS
3	
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8	
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10	

CLIENT:

PALLADIUM GARLAND
GARLAND, TEXAS



SITE PLAN
SUBMITTAL

PALLADIUM GARLAND

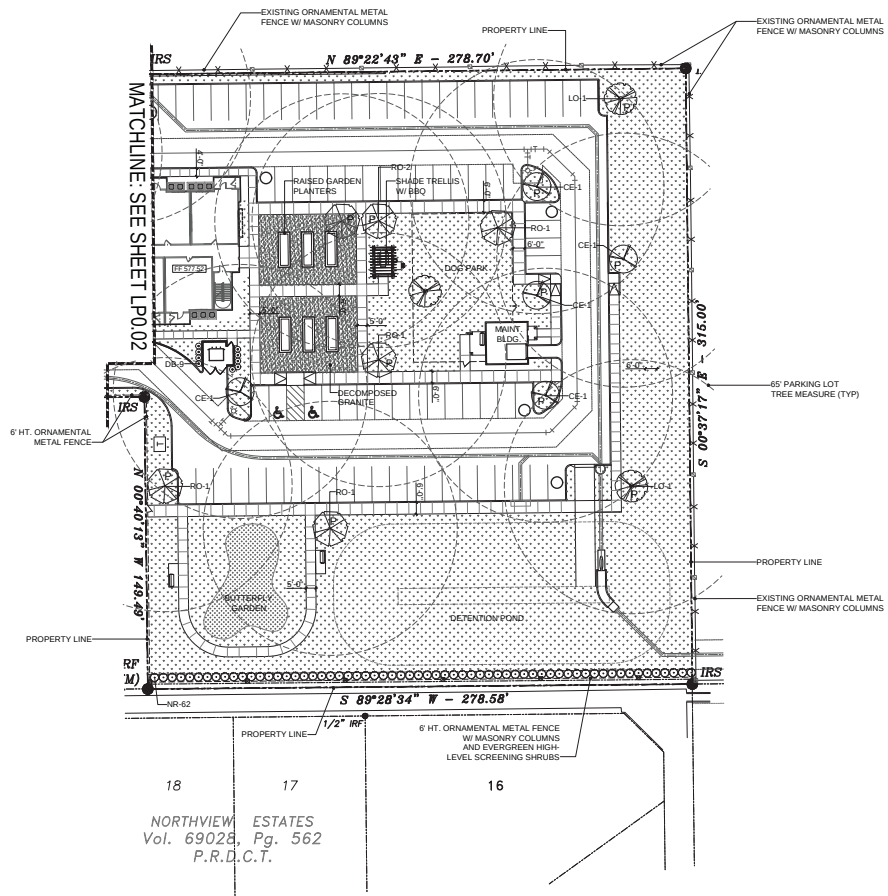
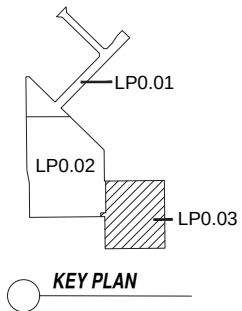
GARLAND, TEXAS
JOB NUMBER: HED-2005

LANDSCAPE
ORDINANCE PLAN

LP0.02



VICINITY MAP



LANDSCAPE ARCHITECT

MECKS DESIGN GROUP, INC.
BRANDON BOCHER
1755 NORTH COLLINS BLVD. STE 300
RICHARDSON, TX 75080
(972) 690-7474

APPLICANT/OWNER

GARLAND SENIOR LIVING, LTD.
SCOTT JOHNSON
972-774-4450

1 LANDSCAPE ORDINANCE PLAN

SCALE: 1"=30'-0"

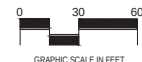


EXHIBIT D

CASE # 200109-2

ISSUES:	
0	03-21-20 SITE PLAN SUBMITTAL
0	
0	
REVISIONS:	
Δ	04-08-20 PER CITY COMMENTS
Δ	04-29-20 PER CITY COMMENTS
Δ	
Δ	
Δ	
Δ	
Δ	
Δ	

CLIENT:

PALLADIUM GARLAND
GARLAND, TEXAS



SITE PLAN SUBMITTAL

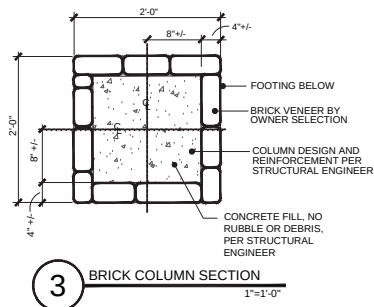
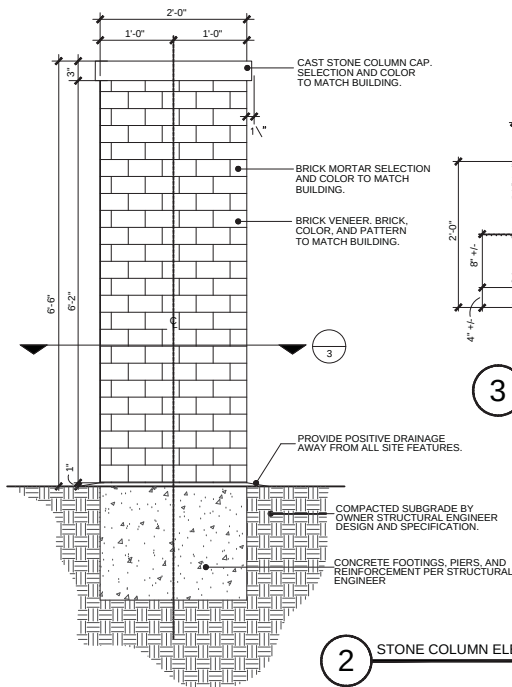
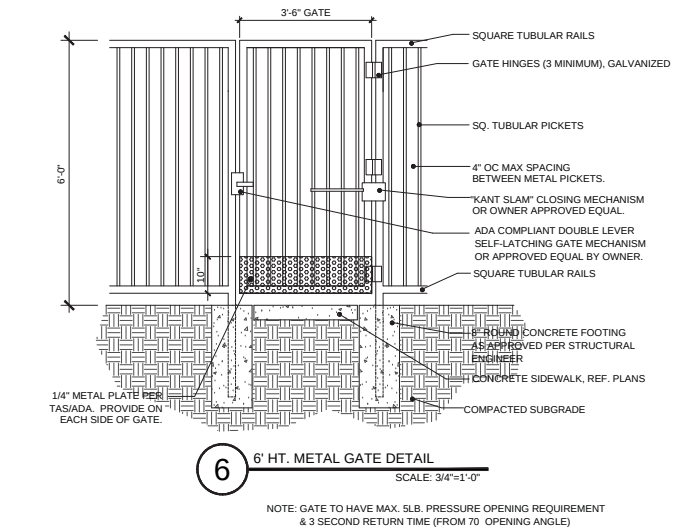
PALLADIUM GARLAND

GARLAND, TEXAS

306 NUMBER: HED-2005

LANDSCAPE ORDINANCE PLAN

LP0.03



STRUCTURAL ENGINEERING REQUIREMENTS AND DESIGN FOR ALL DETAILS, SHALL BE PROVIDED BY OWNER'S STRUCTURAL ENGINEER OR PROVIDED BY PARTICULAR TRADES' STRUCTURAL ENGINEER, WITH SEALED STRUCTURAL ENGINEERING DRAWINGS SUBMITTED FOR REVIEW.

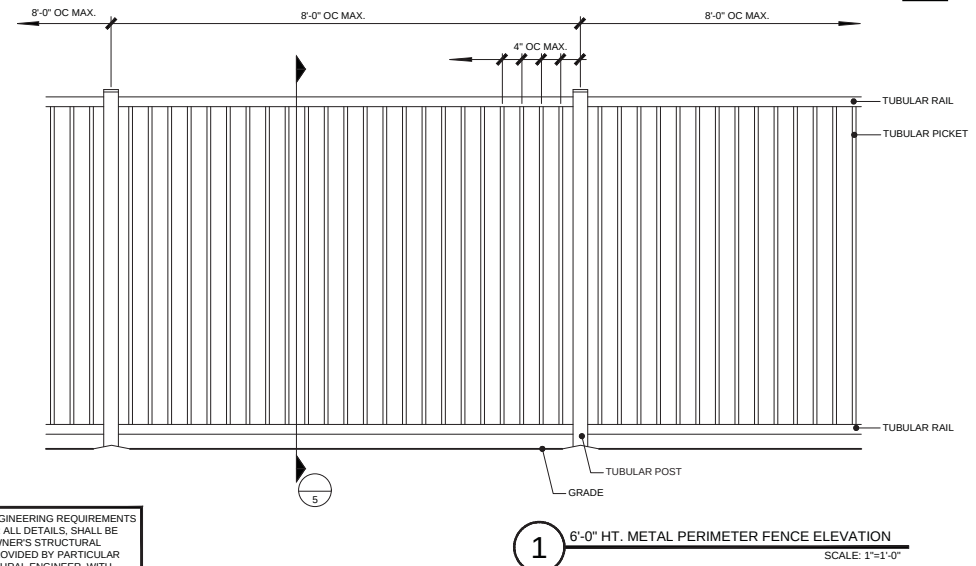
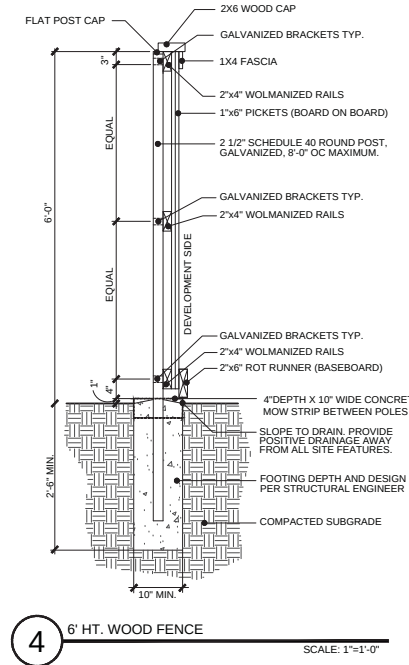
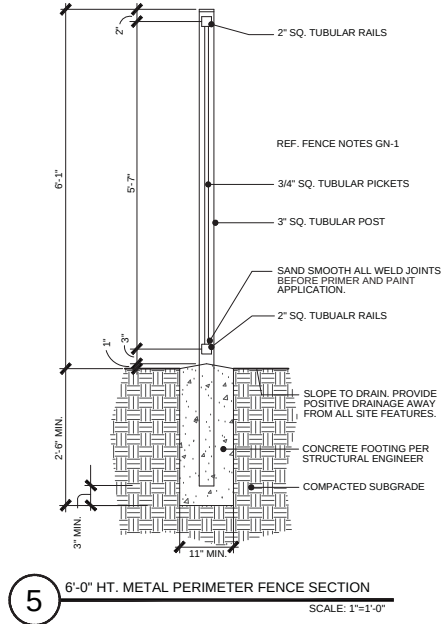


EXHIBIT D

ISSUES:	
01-21-20	SITE PLAN SUBMITTAL
02-21-20	
03-21-20	
04-21-20	
05-21-20	
06-21-20	
07-21-20	
08-21-20	
09-21-20	
10-21-20	
11-21-20	
12-21-20	

CLIENT:	
---------	--

PALLADIUM GARLAND	
GARLAND, TEXAS	

mgg	
MEYER DESIGN GROUP, INC.	
1705 N. COLLINS BLVD., SUITE 300	
RICHARDSON, TX 75080	
PH (972) 690-7474	
F (972) 690-7070	

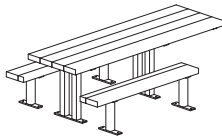
STATE OF TEXAS	
04-29-20	

SITE PLAN SUBMITTAL	
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PALLADIUM GARLAND	
GARLAND, TEXAS	
JOB NUMBER: HED-2025	

DETAILS	
---------	--

6 PICNIC TABLE



PICNIC TABLE
MODEL: T9-66-1
COLOR: BLACK, DOUGLAS FIR
QUANTITY: (2)

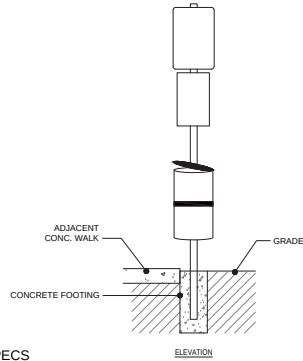
*INSTALL PER MANUFACTURER'S SPECIFICATIONS

MANUF: DUMOR
MEPLINTOWN, PA 17059
800-598-4038
DUMOR.COM

PET WASTE STATION
MODEL: 10 GAL. CLOSED WASTE BASKET
P-BARK 490
COLOR: GREEN
QUANTITY: (3)

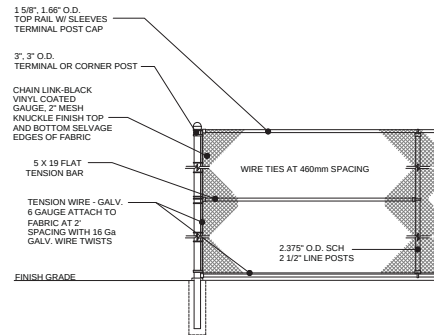
*Install per manufacturer's specifications.

MANUF: BarkPark (Playcore)
1875 Locust Street
Red Bud, IL 62278
800-458-5872



5 DOG PARK SCHEDULE SPECS

NTS



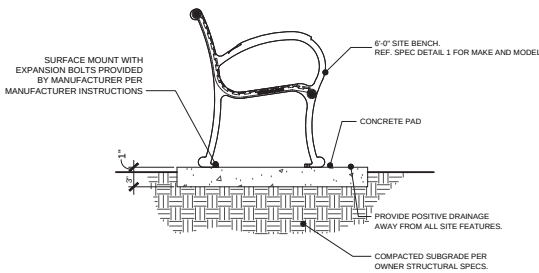
4 5'-0" HT. VINYL COATED CHAIN LINK FENCE (DOG PARK FENCING)

NTS

NOTE:
THIS PLAN SHEET HAS BEEN INCLUDED IN THE SITE PERMIT CONSTRUCTION PLANS FOR INFORMATIONAL PURPOSES ONLY. PRIOR TO CONSTRUCTION, A SEPARATE SUBMITTAL, REVIEW AND PERMIT MAY BE REQUIRED FROM THE BUILDING INSPECTION DEPARTMENT AT 972-205-2300 FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

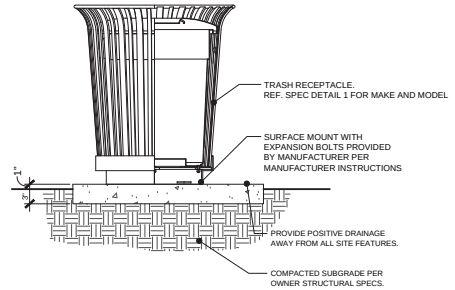
3 SEATING BENCH DETAIL

1"=1'-0"



2 TRASH RECEPTACLE DETAIL

1"=1'-0"



1 FURNITURE SCHEDULE

NTS

6' BENCH
MODEL: 160-60
COLOR: BLACK
QUANTITY: (3)

TRASH RECEPTACLE
MODEL: 107-32 BT
COLOR: BLACK
QUANTITY: (3)

*INSTALL PER MANUFACTURER'S SPECIFICATIONS

MANUF: DUMOR
MEPLINTOWN, PA 17059
800-598-4038
DUMOR.COM

EXHIBIT D

ISSUES:	
0	02-21-20 SITE PLAN SUBMITTAL
1	
2	
REVISIONS:	
1	04-08-20 PER CITY COMMENTS
2	04-29-20 PER CITY COMMENTS
3	
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9	

CLIENT:

PALLADIUM GARLAND
GARLAND, TEXAS



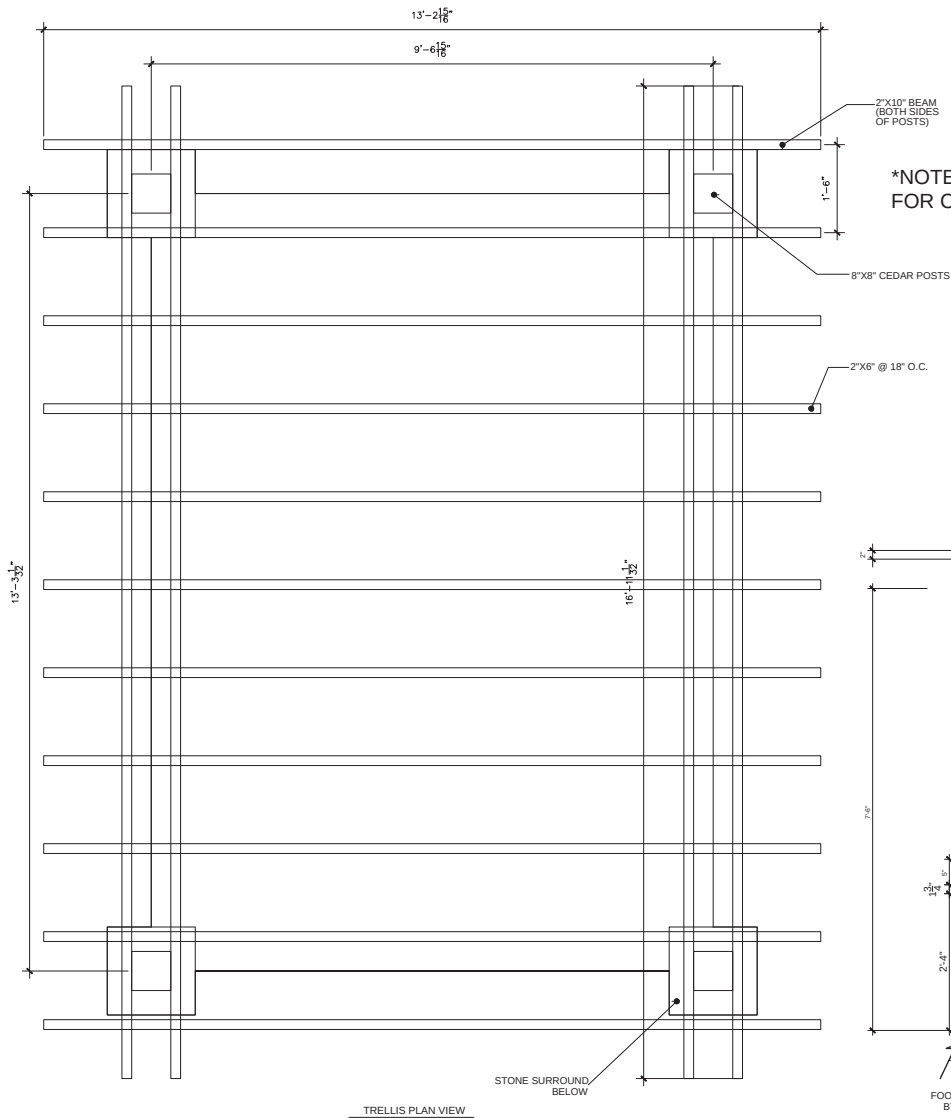
SITE PLAN SUBMITTAL

PALLADIUM GARLAND

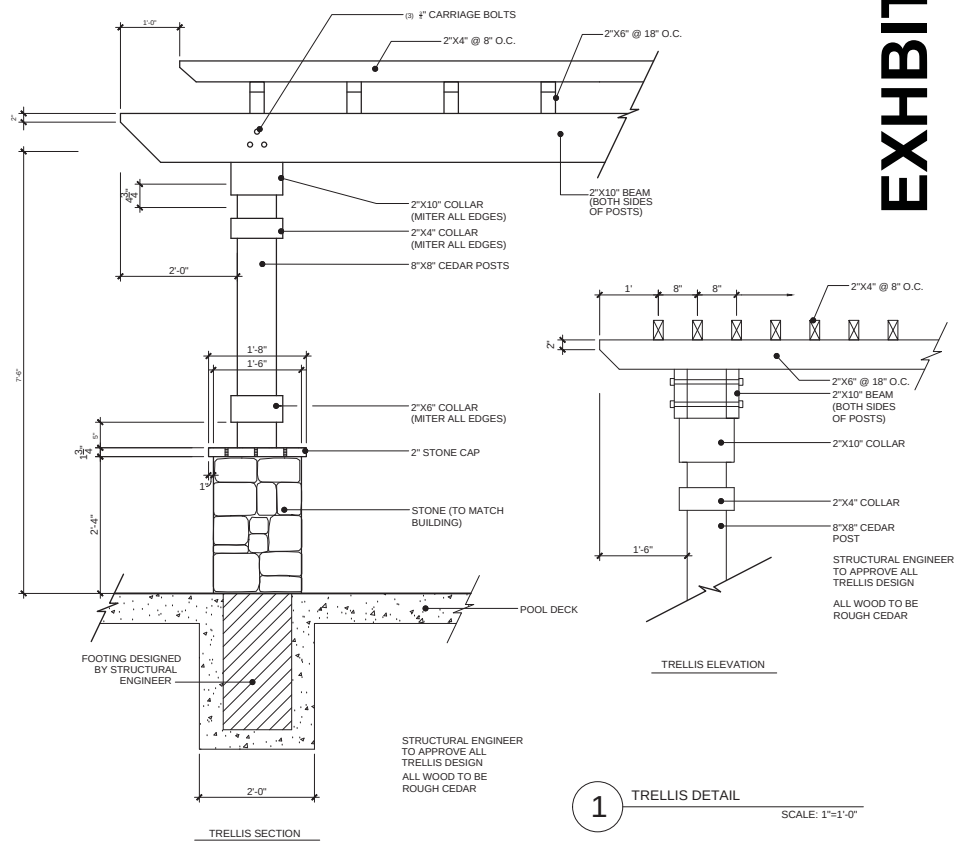
GARLAND, TEXAS

JOB NUMBER: HED-2005

DETAILS



*NOTE: 2"x4" NOT SHOWN FOR CLARITY



STRUCTURAL ENGINEERING REQUIREMENTS AND DESIGN FOR ALL DETAILS, SHALL BE PROVIDED BY OWNER'S STRUCTURAL ENGINEER OR PROVIDED BY PARTICULAR TRADES' STRUCTURAL ENGINEER, WITH SEALED STRUCTURAL ENGINEERING DRAWINGS SUBMITTED FOR REVIEW.

1

TRELLIS DETAIL

SCALE: 1"=1'-0"

EXHIBIT D

ISSUES:
03-21-20 SITE PLAN SUBMITTAL
04-08-20 PER CITY COMMENTS
04-29-20 PER CITY COMMENTS

CLIENT:

PALLADIUM GARLAND
GARLAND, TEXAS

mgg
landscape
architects

MEIKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7676

STATE OF TEXAS
04-29-20

SITE PLAN
SUBMITTAL

PALLADIUM GARLAND

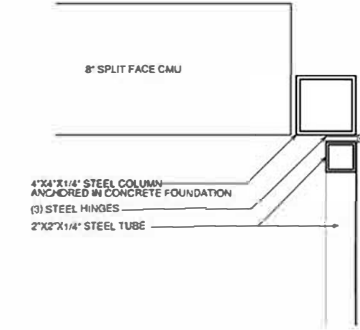
GARLAND, TEXAS

JOB NUMBER: HED-3005

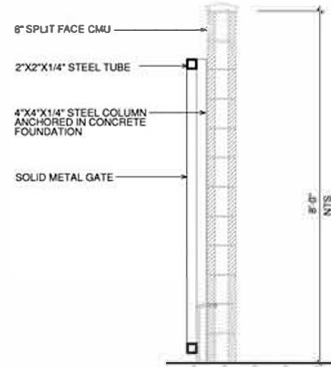
DETAILS

LP0.06

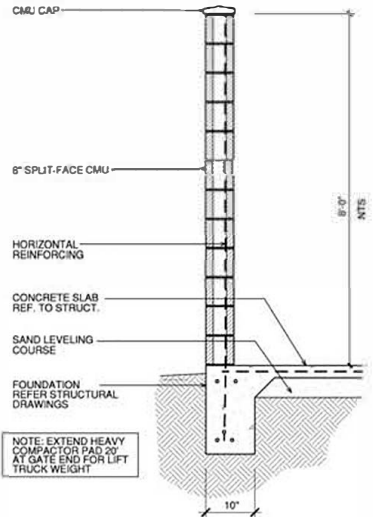
ESTIMATED % OF BUILDING MATERIALS:	
BRICK	100%



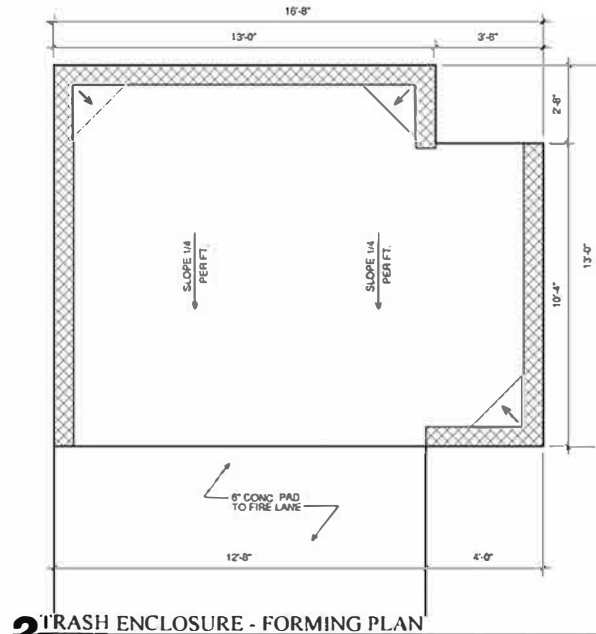
7 GATE HINGE DETAIL
SCALE 3"=1'-0"



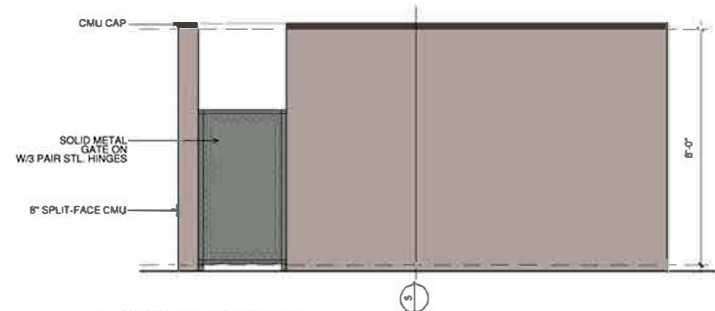
6 GATE
SCALE 1"=1'-0"



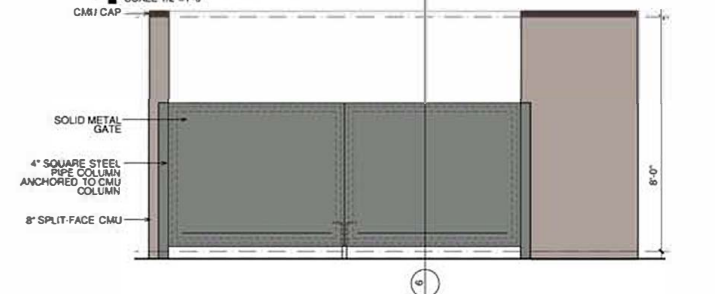
5 SCREEN WALL
SCALE 1"=1'-0"



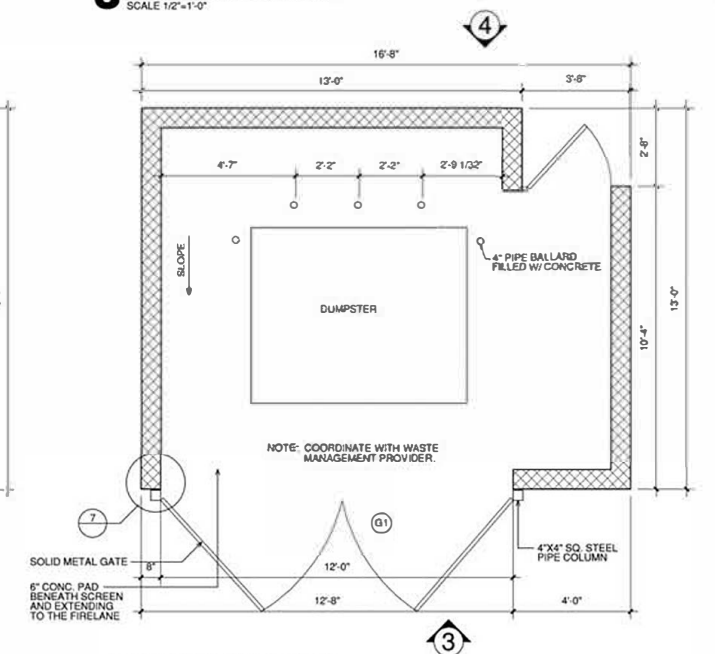
2 TRASH ENCLOSURE - FORMING PLAN
SCALE 1/2"=1'-0"



4 END ELEVATION
SCALE 1/2"=1'-0"



3 FRONT ELEVATION
SCALE 1/2"=1'-0"



1 TRASH ENCLOSURE
SCALE 1/2"=1'-0"

EXHIBIT D

REVISIONS	
GARLAND SENIOR LIVING GARLAND, TEXAS	
CITY RESUBMITTAL 03-08-2020	
 1470445 Hwy 290 Suite 100 Dallas, TX 75001 214.332.8478	
DATE	02-20-2020
PROJECT	20110
SHEET NUMBER	A2-30
TRASH ENCLOSURE	

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1a BUILDING - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



1b BUILDING - NORTH ELEVATION
SCALE: 1/8" = 1'-0"

NAME OF OWNER: GARLAND SENIOR LIVING LTD
NAME OF ARCHITECT: JONATHAN HARRIS, DESIGN ENGINEERING
PLAN PREPARED: ERIN EARNHAM, HEDK ARCHITECTS
4202 BELTWAY ROAD
ADDISON, TEXAS 75001
214.520.8878

BUILDING ARTICULATION - ELEVATION #1		STATUS	
4. HORIZONTAL ARTICULATION FOR ELEVATION	NA	8. VERTICAL ARTICULATION FOR ELEVATION	OK
BUILDING FACADE LENGTH 328.8 FT X 20% = 65.3 FT MINIMUM PERPENDICULAR OFFSET OF 2 FEET	OK	BUILDING FACADE LENGTH 328.8 FT X 20% = 65.3 FT MINIMUM VERTICAL ELEVATION CHANGE	OK
BUILDING FACADE LENGTH 328.8 FT X 30% = 98.6 FT MINIMUM PERPENDICULAR OFFSET OF 4 FEET	OK	MINIMUM 3'00" VERTICAL ELEVATION CHANGE EVERY 50 FEET VERTICAL ELEVATION CHANGE (FLAT ROOFS)	OK
MINIMUM 2 FOOT PERPENDICULAR BUILDING OFFSET EVERY 30 FEET	OK	AVERAGE NON-ARTICULATED BUILDING HEIGHT	31.4 FT

BUILDING MATERIAL CALCULATION - ELEVATION #1	
MATERIAL	PERCENTAGE
STONE	28%
STUCCO	38%
BOARD	10%
SHINGLES	2%
GLAZING	2%
BUILDING FACADES COMPLY WITH	
UDC CHAPTER 4 ARTICLE 8 DIVISION 01, SEC. 4.8B	

MINIMUM OF 8 ARCHITECTURAL ELEMENTS

ELEMENT	MINIMUM OF 8 ARCHITECTURAL ELEMENTS
1. CORNERS	4. CORNER WINDOW HEADERS
2. RECESSED ENTRY	5. DIVIDED LIGHT WINDOWS
3. VARIED ROOF HEIGHTS	6. ORNAMENTAL FACADE TRIM



ELEVATION LEGEND	
T.O.F. = TOP OF FINISH	
T.O.S. = TOP OF SILL	
T.O.P. = TOP OF PLATE	
T.O.F. = TOP OF FOUNDATION	

MATERIALS KEY	
COMPOSITION SHINGLES	
FIBER CEMENT PANEL	
FIBER CEMENT LAP SIDING 4" EXP.	
FIBER CEMENT LAP SIDING 6" EXP.	
FIBER CEMENT BOARD & BATTEN SIDING	

NOTE: CONTRACTOR TO VERIFY ELECTRICAL, MECHANICAL, AND PLUMBING LOCATIONS AND COORDINATE WITH BUILDING FEATURE.

REVISIONS

GARLAND SENIOR LIVING

GARLAND, TEXAS

CITY RESUBMITTAL
03-08-2020

4202 BELTWAY DRIVE ADDISON, TX 75001
214.520.8878

DATE
03-08-2020

PROJECT
20110

SHEET NUMBER
A4-00

BUILDING
EXTERIOR ELEVATIONS



S1 - STONE MANUFACTURE: CORCORADO COLOR: FREEDOM BUILDING STONE - TEXAS CREAM	P1 - PAINT MANUFACTURE: SHERWIN WILLIAM COLOR: TURKISH COFFEE SW 6076	P2 - PAINT MANUFACTURE: SHERWIN WILLIAM COLOR: ORIGINAL WHITE SW 7077	P3 - PAINT MANUFACTURE: SHERWIN WILLIAM COLOR: TRAVY TAURE SW 6038	P4 - PAINT MANUFACTURE: SHERWIN WILLIAM COLOR: ACCESSIBLE CRESC SW 7034
TRIM, WINDOW TRIM, DOOR TRIM, FASCIAS	B1 - ROOF MANUFACTURE: SHERWIN WILLIAM COLOR: CITYSCAPE SW 7507	B2 - ROOF MANUFACTURE: CLAYTILE COLOR: CANADIAN DRIFTWOOD	W1 - WINDOW MANUFACTURE: SHERWIN WILLIAM COLOR: PT. GEM COLOR: CLAY	
STUCCO	STUCCO	STUCCO	STUCCO	STUCCO



2a BUILDING WEST ELEVATION
SCALE: 1/8" = 1'-0"



BUILDING ARTICULATION - ELEVATION #2		STATUS		STATUS	
A. HORIZONTAL ARTICULATION FOR FOOTPRINT		B. VERTICAL ARTICULATION FOR ELEVATION		C. VERTICAL ARTICULATION FOR ELEVATION	
BUILDING FACADE LENGTH 256.0 FT. X 20% = 51.2 FT. MINIMUM PERPENDICULAR OFFSET OF 3 FEET		BUILDING FACADE LENGTH 256.0 FT. X 20% = 51.2 FT. MINIMUM VERTICAL ELEVATION CHANGE		BUILDING FACADE LENGTH 256.0 FT. X 20% = 51.2 FT. MINIMUM VERTICAL ELEVATION CHANGE	
BUILDING FACADE LENGTH 256.0 FT. X 30% = 76.8 FT. MINIMUM PERPENDICULAR OFFSET OF 4 FEET		MINIMUM 3 FOOT VERTICAL ELEVATION CHANGE EVERY 30 FEET VERTICAL ELEVATION CHANGE (PLAN ROOFS)		MINIMUM 3 FOOT VERTICAL ELEVATION CHANGE EVERY 30 FEET VERTICAL ELEVATION CHANGE (PLAN ROOFS)	
MINIMUM 3 FOOT PERPENDICULAR BUILDING OFFSET EVERY 30 FEET		AVERAGE NON-ARTICULATED BUILDING HEIGHT		AVERAGE NON-ARTICULATED BUILDING HEIGHT	
OK		OK		OK	

BUILDING MATERIAL CALCULATION - ELEVATION #2		MATERIAL		MATERIAL	
STONE		STONE		STONE	
27%		27%		27%	
STUCCO		STUCCO		STUCCO	
73%		73%		73%	
BLANK		BLANK		BLANK	
0%		0%		0%	
BUILDING FACADES COMPLY WITH:		SDC CHAPTER 4, ARTICLE 6, DIVISION 1, SEC. 4.8.8		SDC CHAPTER 4, ARTICLE 6, DIVISION 1, SEC. 4.8.8	
MINIMUM OF 8 ARCHITECTURAL ELEMENTS		ELEMENT		ELEMENT	
ELEMENT		ELEMENT		ELEMENT	
3-VAIRED ROOF HEIGHTS		3-VAIRED ROOF HEIGHTS		3-VAIRED ROOF HEIGHTS	
OK		OK		OK	



ELEVATION LEGEND		MATERIALS KEY	
1.04 - TOP OF REEL		COMPOSITION	
1.05 - TOP OF DECK		SHINGLES	
1.06 - TOP OF PLATE		FIBER CEMENT	
1.07 - TOP OF FOUNDATION		LAP SIDING 4" EXP.	
		FIBER CEMENT	
		BOARD & BATTEN	
		ROUND	
		NOTE: CONTRACTOR TO VERIFY ELECTRICAL	
		METRIC BOX SIZES AND FOOTINGS	
		ELECTRICAL BOXES AND FOOTINGS	

2b BUILDING WEST ELEVATION
SCALE: 1/8" = 1'-0"

REVISIONS

GARLAND SENIOR LIVING

GARLAND, TEXAS

CITY RESUBMITTAL
03-08-2020

HECK ARCHITECTS

4203 BELTWAY DRIVE ADDISON, TX 75001
214.520.8878 heck.com

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DATE
03-08-2020

PROJECT
20110

SHEET NUMBER
A4-01
BUILDING
EXTERIOR ELEVATIONS



3a BUILDING - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



3b BUILDING - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



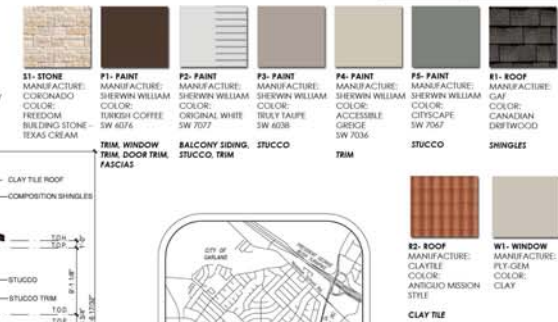
3c BUILDING - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

BUILDING ARTICULATION - ELEVATION #3a				
A. HORIZONTAL ARTICULATION FOR FOOTPRINT		STATUS	B. VERTICAL ARTICULATION FOR ELEVATION	STATUS
BUILDING FACADE LENGTH: 85.1 FT X 30% = 13.5 FT MINIMUM PERPENDICULAR OFFSET OF 2 FEET		NA	BUILDING FACADE LENGTH: 85.1 FT X 30% = 13.5 FT MINIMUM VERTICAL ELEVATION CHANGE	OK
BUILDING FACADE LENGTH: 85.1 FT X 30% = 13.5 FT MINIMUM PERPENDICULAR OFFSET OF 4 FEET		OK	MINIMUM 3 FOOT VERTICAL ELEVATION CHANGE EVERY 30 FEET VERTICAL ELEVATION CHANGE (FLAT ROOFS)	OK
MINIMUM 3 FOOT PERPENDICULAR BUILDING OFFSET EVERY 30 FEET		OK	AVERAGE NON-ARTICULATED BUILDING HEIGHT	31.4 FT

BUILDING ARTICULATION - ELEVATION #3b				
A. HORIZONTAL ARTICULATION FOR FOOTPRINT		STATUS	B. VERTICAL ARTICULATION FOR ELEVATION	STATUS
BUILDING FACADE LENGTH: 71.1 FT X 30% = 14.2 FT MINIMUM PERPENDICULAR OFFSET OF 3 FEET		OK	BUILDING FACADE LENGTH: 71.1 FT X 20% = 14.2 FT MINIMUM VERTICAL ELEVATION CHANGE	OK
BUILDING FACADE LENGTH: 71.1 FT X 30% = 21.3 FT MINIMUM PERPENDICULAR OFFSET OF 4 FEET		NA	MINIMUM 3 FOOT VERTICAL ELEVATION CHANGE EVERY 30 FEET VERTICAL ELEVATION CHANGE (FLAT ROOFS)	OK
MINIMUM 2 FOOT PERPENDICULAR BUILDING OFFSET EVERY 30 FEET		OK	AVERAGE NON-ARTICULATED BUILDING HEIGHT	31.4 FT

BUILDING ARTICULATION - ELEVATION #3c:				
A. HORIZONTAL ARTICULATION FOR FOOTPRINT		STATUS	B. VERTICAL ARTICULATION FOR ELEVATION	STATUS
BUILDING FACADE LENGTH 187.6 FT X 30% = 37.5 FT MINIMUM PERPENDICULAR OFFSET OF 3 FEET		OK	BUILDING FACADE LENGTH 187.6 FT X 30% = 37.5 FT MINIMUM VERTICAL ELEVATION CHANGE (FLAT ROOFS)	OK
BUILDING FACADE LENGTH 187.6 FT X 30% = 36.2 FT MINIMUM PERPENDICULAR OFFSET OF 4 FEET		NA	MINIMUM 3 FOOT VERTICAL ELEVATION CHANGE EVERY 30 FEET VERTICAL ELEVATION CHANGE (FLAT ROOFS)	OK
MINIMUM 2 FOOT PERPENDICULAR BUILDING OFFSET EVERY 30 FEET		OK	AVERAGE NON-ARTICULATED BUILDING HEIGHT	34.1 FT

NAME OF OWNER: GARLAND SENIOR LIVING, LTD. NAME OF ARCHITECT: JAVAHAN HAME, CROSS ENGINEERING PLAN PREPARED: DRK LARSEN, HEDK ARCHITECTS 4202 BELTWAY ROAD ADDISON, TEXAS 75001 214.520.8878	PROJECT ADDRESS: 2222 MONARCH DRIVE, SUITE 301 DALLAS, TEXAS 75201 PROPOSED ZONING: PD 01-30-35.7 SIGNAGE TO COMPLY WITH CITY STANDARDS CASE NUMBER: 201109	BUILDING MATERIAL CALCULATION - ELEVATION #3 MATERIAL: STONE 25% STUCCO 25% SIDING 40% SHINGLES 10% BUILDING FACADES COMPLY WITH: SDC CHAPTER 4 (ARTICLE 6 DIVISION 01, SEC. 4.0)
---	---	--



ELEVATION LEGEND	
1.0' = TOP OF FLOOR	1.0' = TOP OF DECK
1.0' = TOP OF PLATE	1.0' = TOP OF FOUNDATION

MATERIALS KEY	
[Pattern]	COMPOSITION SHINGLES
[Pattern]	FIBER CEMENT PANEL
[Pattern]	FIBER CEMENT LAP SIDING 4" EXP.
[Pattern]	FIBER CEMENT LAP SIDING 6" EXP.
[Pattern]	FIBER CEMENT BOARD & BATTEN SIDING

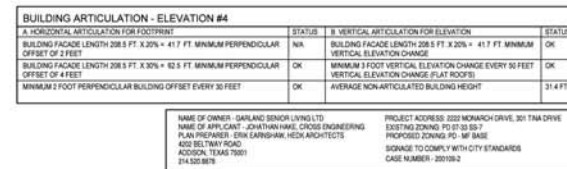
NOTE: CONTRACTOR TO VERIFY ELECTRICAL METER BOX SIZES AND COORDINATE WITH BUILDING DEPARTMENT.

EXHIBIT E

 03-08-2020	REVISIONS	GARLAND SENIOR LIVING GARLAND, TEXAS	CITY RESUBMITTAL 03-08-2020	HEDK ARCHITECTS 4202 BELTWAY DRIVE ADDISON, TX 75001 214.520.8878	COPYRIGHT © HEDK ARCHITECTS ALL RIGHTS RESERVED DATE: 03-08-2020 PROJECT: 20110	SHEET NUMBER: A4-02 BUILDING EXTERIOR ELEVATIONS



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



BUILDING MATERIAL CALCULATION - ELEVATION #			
MATERIAL		MATERIAL	
STONE	26%	STONE	1,804 SF 37%
STUCCO	45%	STUCCO	2,449 SF 50%
SIDING	25%	SIDING	324 SF 7%
GLAZING	4%		
BUILDING FACADES COMPLY WITH: GDC CHAPTER 4 (ARTICLE 8: DIVISION 01, SEC. 4.80)			
MINIMUM OF 6 ARCHITECTURAL ELEMENTS			
ELEMENT		ELEMENT	
1-DORMERS		4-ORNAMENTAL WINDOW HEADERS	
2-RECESSED ENTRY		5-DIVIDED LIGHT WINDOWS	
3-VAUED ROOF HEIGHTS		6-ORNAMENTAL FACADE TRANSOM	

MINIMUM OF 6 ARCHITECTURAL ELEMENTS:	
ELEMENT	ELEMENT
1-DORMERS	4-ORNAMENTAL WINDOW HEADER
2-RECESSED ENTRY	5-DIVIDED LIGHT WINDOWS
3-VARIED ROOF HEIGHTS	6-ORNAMENTAL FACADE TRIM



ELEVATION LEGEND	
T.O.R. =	TOP OF REEL
T.O.D. =	TOP OF DECK
T.O.P. =	TOP OF PLATE
T.O.F. =	TOP OF FOUNDATION

MATERIALS KEY	
	COMPOSITION SHINGLES
	FIBER CEMENT PANEL
	FIBER CEMENT LAP SIDING 4' EXP.
	FIBER CEMENT LAP SIDING 8' EXP.
	FIBER CEMENT BOARD & BATTEN SIDING

NOTE: CONTRACTOR TO VERIFY ELECTRICAL METER BOX SIZES AND COORDINATE SURROUNDING SIDING PLAN USE.

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

REVISIONS

CITY RESUBMITTAL
03-08-2020

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DA
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03-08-2020
PROJECT
20110

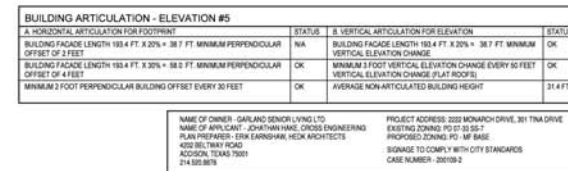
SHEET NUMBER

A4-03

**BUILDING
EXTERIOR ELEVATIONS**



5a BUILDING - COURTYARD EAST ELEVATION
SCALE: 1/8" = 1'-0"



BUILDING MATERIAL CALCULATION - ELEVATION #5			
MATERIAL		MATERIAL	
STONE	25%	STONE	1,475 SF 36%
STUCCO	41%	STUCCO	2,349 SF 57%
SIDING	6%	SIDING	278 SF 7%
50,625 SF			
BUILDING FACADES COMPLY WITH: GCC CHAPTER 4 (ARTICLE 6 DIVISION 01, SEC. 4.82)			
MINIMUM OF 5 ARCHITECTURAL ELEMENTS			
ELEMENT		ELEMENT	
1-DORMERS		4-ORNAMENTAL WINDOW HEADS	
2-RECESSED ENTRY		5-DIVIDED LIGHT WINDOWS	
3-VARIED ROOF HEIGHTS		6-ORNAMENTAL FACADE TRIM	

ELEVATION LEGEND	
T.O.H. = TOP OF HEBL	
T.O.D. = TOP OF DECK	
T.O.P. = TOP OF PLATE	
T.O.F. = TOP OF FOUNDATION	

MATERIALS KEY	
	COMPOSITION SHINGLES
	FIBER CEMENT PANEL
	FIBER CEMENT LAP SIDING 4' EXP.
	FIBER CEMENT LAP SIDING 8' EXP.
	FIBER CEMENT BOARD & BATTEN SIDING

NOTE: CONTRACTOR TO VERIFY ELECTRICAL METER BOX SIZE AND COORDINATE SURROUNDING SIDING FEATURE.

5a BUILDING - COURTYARD EAST ELEVATION
SCALE: 1/8" = 1'-0"





NAME OF OWNER - GARLAND SENIOR LIVING LTD
NAME OF APPLICANT - JONATHAN HAKE, CROSS ENGINEERING
PLAN PREPARER - ERK EARNSHAW, HEDK ARCHITECTS
4202 BELTWAY ROAD
ADDISON, TEXAS 75001
214.520.8878

PROJECT ADDRESS: 2222 MONARCH DRIVE, 301 TINA DRIVE
EXISTING ZONING: PD 07-33 SS-7
PROPOSED ZONING: PD - MF BASE
SIGNAGE TO COMPLY WITH CITY STANDARDS
CASE NUMBER - 200109-2

BUILDING MATERIAL CALCULATION - ELEVATION #4			
MATERIAL		MATERIAL	
STONE	28%	STONE	22 SF 28%
STUCCO	72%	STUCCO	58 SF 72%
GLAZING	0%		

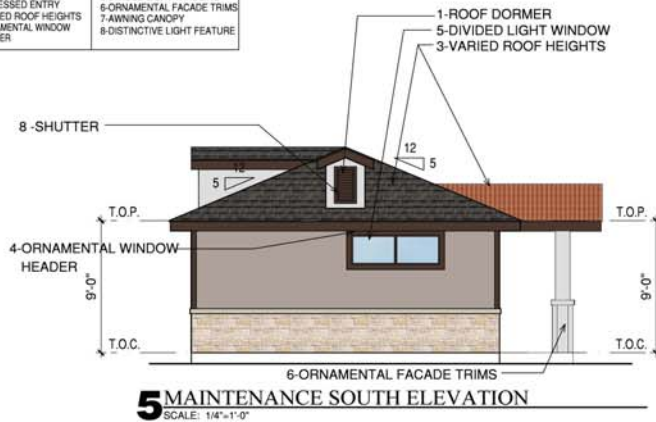
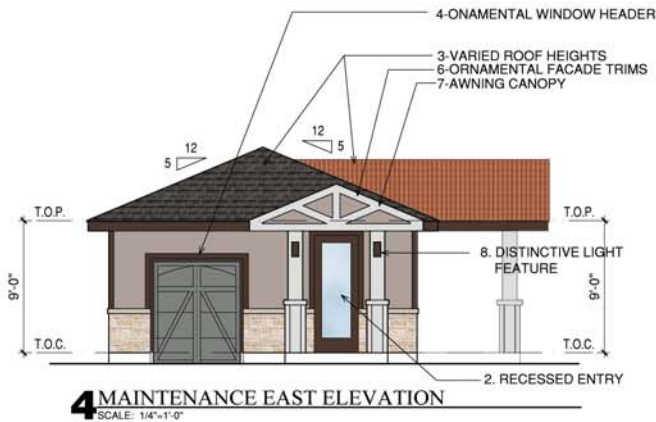
BUILDING FACADES COMPLY WITH:
GDC CHAPTER 4 (ARTICLE 6; DIVISION 01, SEC. 4.83)

BUILDING MATERIAL CALCULATION - ELEVATION #5			
MATERIAL		MATERIAL	
STONE	34%	STONE	54 SF 37%
STUCCO	58%	STUCCO	93 SF 63%
GLAZING	8%		

BUILDING FACADES COMPLY WITH:
GDC CHAPTER 4 (ARTICLE 6: DIVISION 01, SEC. 4.83)

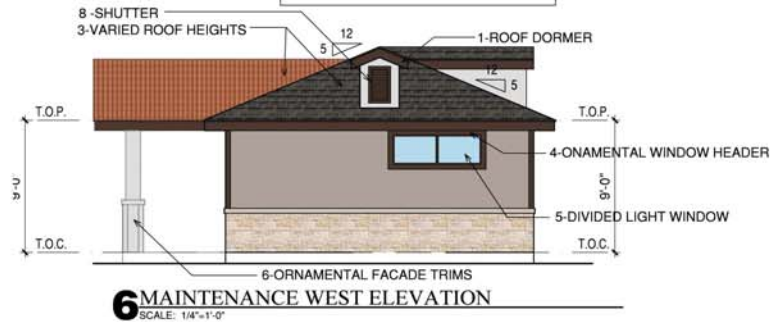
MINIMUM OF 6 ARCHITECTURAL ELEMENTS	
ELEMENT	ELEMENT
1-DORMERS	5-DIVIDED LIGHT WINDOWS
2-RECESSED ENTRY	6-ORNAMENTAL FACADE TRIM
3-VARIED ROOF HEIGHTS	7-AWNING CANOPY
4-ORNAMENTAL WINDOW HEADER	8-DISTINCTIVE LIGHT FEATURES

1-ROOF DOOR
5-DIVIDED L
2-VARIED R



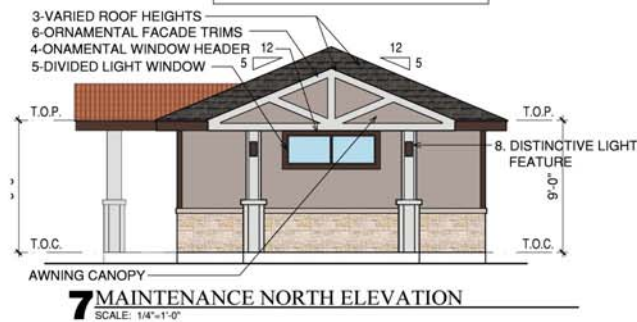
BUILDING MATERIAL CALCULATION - ELEVATION #7			
MATERIAL		MATERIAL	
STONE	33%	STONE	54 SF 33%
STUCCO	67%	STUCCO	110 SF 67%
GLAZING	0%		

BUILDING FACADES COMPLY WITH:
GDC CHAPTER 4 (ARTICLE 6; DIVISION 01, SEC. 4.83)



BUILDING MATERIAL CALCULATION - ELEVATION #8			
MATERIAL		MATERIAL	
STONE	30%	STONE	110 SF 30%
STUCCO	70%	STUCCO	58 SF 70%
GLAZING	0%		

BUILDING FACADES COMPLY WITH:
GDC CHAPTER 4 (ARTICLE 6: DIVISION 01, SEC. 4.83)



FORMING LEGEND:

	INDICATES BROOM FINISH CONCRETE AT CORRIDORS AND BREEZEWAYS		INDICATES BROOM FINISH SLOPED CONCRETE AT F.F., CORRIDORS AND BREEZEWAYS		INDICATES CONCRETE TO BE AT F.F. ELEVATION
	INDICATES 1/2" MASONRY LEDGE		INDICATES DROP IN ELEVATION		INDICATES SLOPE FROM FINISH FLOOR (MAX. 1/4" PER FOOT)
		F.F.	FIRST FLOOR		
		B.F.F.	BELOW FINISH FLOOR		
			RADON VENT		

FORMING NOTES:

- REFER TO STRUCTURAL PLANS AND SPECIFICATIONS FOR FOUNDATION REQUIREMENTS
- CONTRACTOR SHALL COMPARE STRUCTURAL AND ARCHITECTURAL DRAWINGS AND REPORT ANY DISCREPANCY TO THE ARCHITECT
- FABRICATION OF FORMS FOR STRUCTURAL MEMBERS
- MAX. SLOPE IS 1/4" PER FOOT AT LOCATIONS INDICATED IN PLAN
- ARROWS INDICATE DIRECTION OF SLOPE DOWN
- DIMENSION AT EDGE OF CONCRETE INDICATED WITH B.F.F. NOTATION (BELOW FINISH FLOOR)
- ALL CONCRETE SHALL BE NON-SKID NO PICKING OF WATER WILL OCCUR
- CONCRETE FINISH TO BE FINE S/B (BROOM FINISH) IN BRIDGEWAYS, CORRIDORS AND PATIOS
- COORDINATE CONTROL JOINTS IN ARCHITECTURAL FINISH WITH STRUCTURAL

ROOF LEGEND:

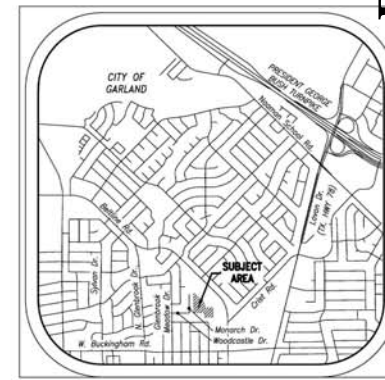
	HATCH INDICATES ROOF WALKING SURFACE REF. MANUF. SPEC.		DRAFT STOP INDICATES HVAC CONDENSATE DRAIN
	HIGH-ATTIC VENT (EXHAUST) 113 NFA		20"X60" ONE HOUR PARTIC ATTIC ACCESS (LOCKABLE)
	LOW ATTIC VENT (INTAKE) 113 NFA		DRAFT STOP HOUR RATCH REF. ROOFING SPEC.
	SCUPPER - REF. A7.32		NO ROOF PENETRATIONS WITHIN 4' OF FIREWALL
	OVERFLOW SCUPPER REF. A7.33		STANDING SEAM METAL ROOF
	DOWN SPOUT		
	A.P.L. ABOVE PLATE LINE		

GENERAL NOTES:

- ROOF TRUSS MANUFACTURE, PROFILES AND DESIGN ARE TO BE PROVIDED BY THE TRUSS MANUFACTURER BY WAY OF SHOP DRAWINGS, AND ARE TO BE SUBMITTED FOR REVIEW AND APPROVAL BY THE ARCHITECT.
- DOWNPOUT LOCATIONS ARE CONCEPTUAL IN NATURE AND MUST BE COORDINATED BY THE CONTRACTOR ON SITE WITH THE LANDSCAPING, PAVING, AND UTILITY ENGINEERS, BEFORE CONSTRUCTION.
- DOWNPOUT ORIENTATION AND DRAINAGE TO INSURE THAT OUTFLOW FROM DOWNPOUTS DOES NOT CROSS WALKWAYS OR DRIVEWAY SURFACES. IT IS THE INTENT OF THE ARCHITECT THAT GUTTER DOWNPOUTS TERMINATE IN A DRAINAGE DRAINAGE PIPING AND CARRIED AWAY FROM THE BUILDING AND OTHER FINISHED SURFACES WHERE POSSIBLE.
- REFER TO ELEVATIONS FOR FINISH HEIGHTS.
- DOWNPOUT LOCATIONS HAVE BEEN PROVIDED TO SHOW THE REQUIRED NAIL.
- REFER TO 1347-20 FOR ATTIC ACCESS DOOR DETAILS.
- WOOD PENETRATIONS PROHIBITED WITHIN 4' OR 54" SIZE OF 2 HOUR FIRE WALL.
- ALL ATICS TO BE SPRINKLERED PER NCTCOO AMENDMENTS



8 HIGH VENT SEPERATION



03-08-2020

REVISIONS

GARLAND SENIOR LIVING

GARLAND, TEXAS

CITY RESUBMITTAL
03-08-2020

HECK
ARCHITECTS

4202 BELTWAY DRIVE ADDISON, TX 75001
214.520.8878
heck@heck.com

DATE
02-20-2020

PROJECT
20110

SHEET NUMBER

A2-41
MAINTENANCE
BUILDING

EXHIBIT E

CONDITIONED SPACES ACCESSIBLE TO TENANTS		
THEATER	555	S.F.
BATHROOM (M/W)	90	S.F.
NET TOTAL	645	S.F.

CONDITIONED SPACES UNACCESSIBLE TO TENANTS		
STORAGE/PANTRY	92	S.F.
MECH/TELECOM	67	S.F.
NET TOTAL	159	S.F.

AIR CONDITIONED SPACE	804	S.F.
UNCONDITIONED SPACE	0	S.F.
NET TOTAL AREA	804	S.F.
GROSS AREA	911	S.F.

PLAN LEGEND:

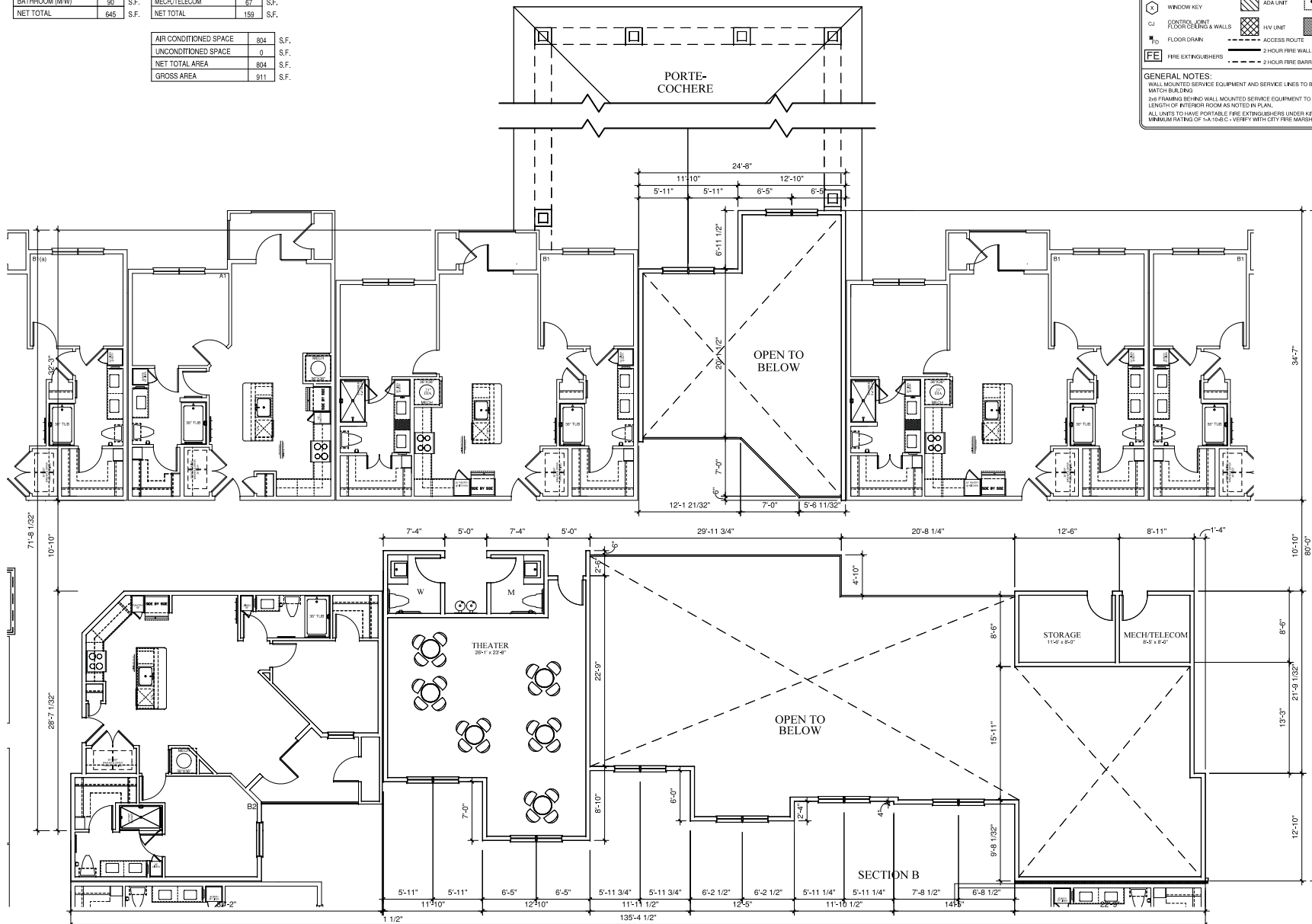
- DOOR KEY
- WINDOW KEY
- CONTROL POINT
- FLOOR DRAIN
- FIRE EXTINGUISHERS
- METER LOCATIONS
- FIRE SPRINKLER RISER ROOM
- ADA UNIT
- HV UNIT
- ACCESS ROUTE
- 2 HOUR FIRE WALL
- 2 HOUR FIRE BARRIER WALL
- RADON VENT
- WET AREA

GENERAL NOTES:

WALL MOUNTED SERVICE EQUIPMENT AND SERVICE LINES TO BE PAINTED TO MATCH BUILDING

24" FRAMING BEHIND WALL MOUNTED SERVICE EQUIPMENT TO EXTEND ENTIRE LENGTH OF EXTERIOR ROOM AS NOTED IN PLAN.

ALL UNITS TO HAVE PORTABLE FIRE EXTINGUISHERS UNDER KITCHEN SINK WITH MINIMUM RATING OF 1-A-10-B-C. VERIFY WITH CITY FIRE MARSHAL.



1 CLUB AND LEASING SECOND FLOOR PLAN
SCALE: 3/16" = 1'-0"

911 GROSS S.F.
804 NET S.F.



EXHIBIT F

GARLAND SENIOR LIVING
GARLAND, TEXAS

CITY RESUBMITTAL
03-08-2020

FECK
ARCHITECTS
4300 BELTWAY DRIVE ADDICKS, TX 75001
214.530.8878

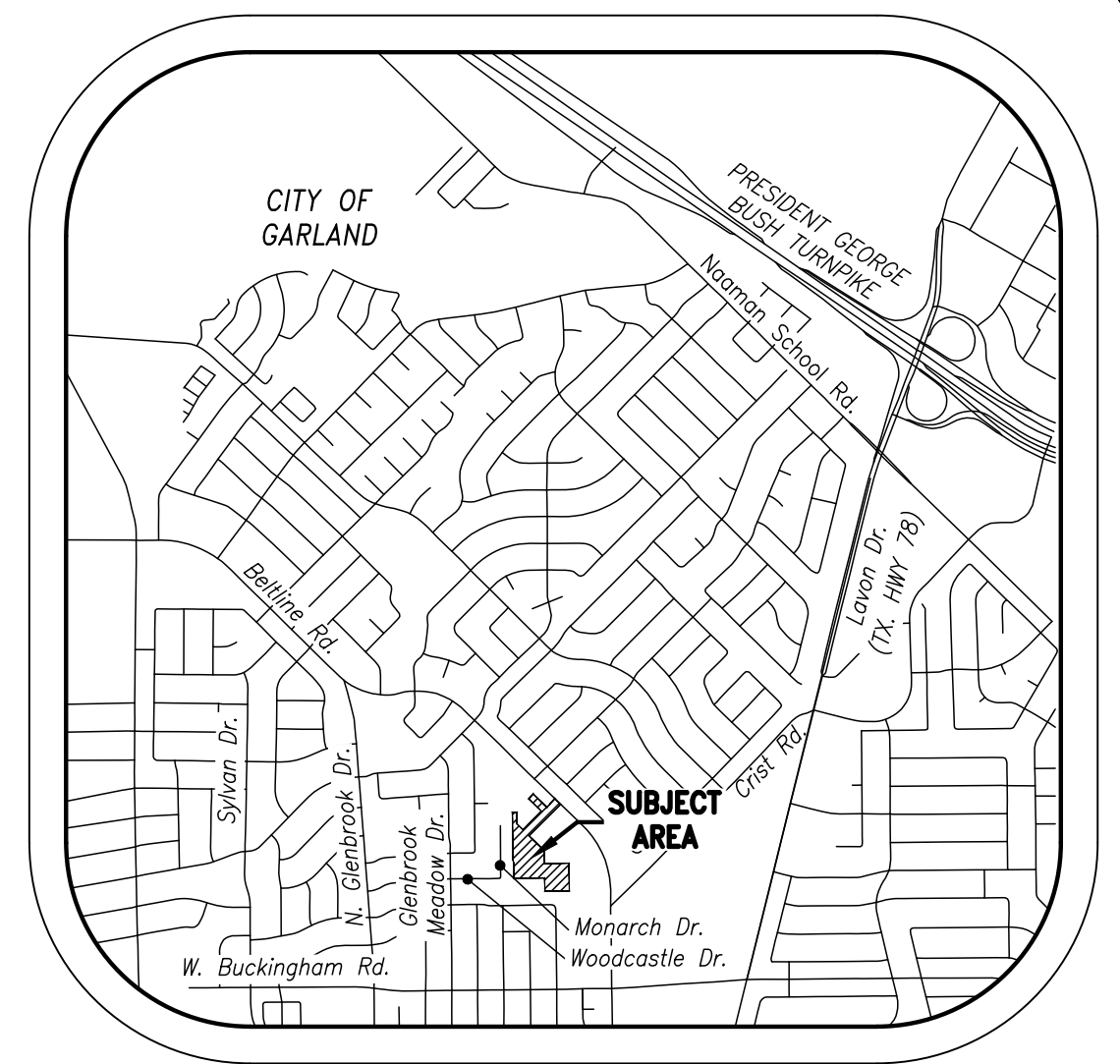
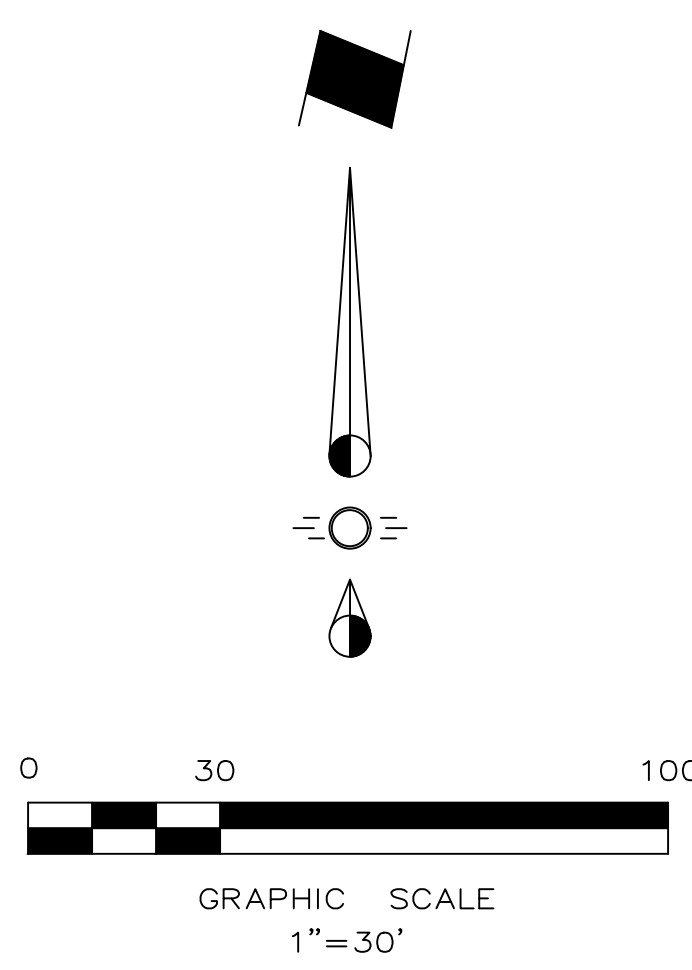
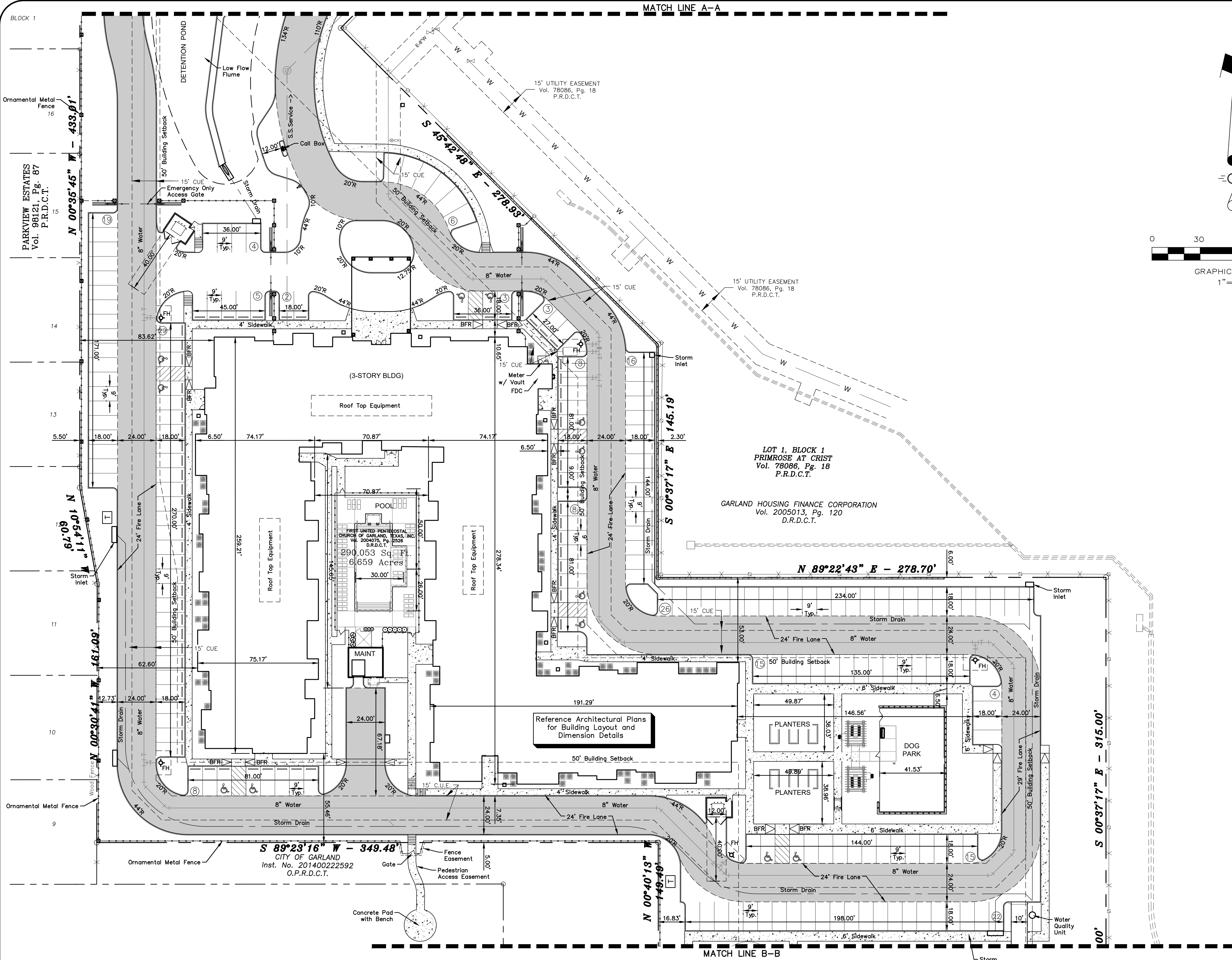
DATE
02-20-2020

PROJECT
20110

SHEET NUMBER

A2-21
CLUB/LEASING
SECOND FLOOR

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VICINITY MAP
NTS

- LEGEND**
- Firelane
 - Proposed Sidewalk
 - Ex. Concrete
 - Proposed Retaining Wall
 - Proposed Wheel Stop Typical
 - Existing Fire Hydrant
 - Proposed Fire Hydrant
 - Barrier Free Ramp

EXHIBIT C

DEVELOPER:
Garland Senior Living, Ltd.
13455 Noel Road, Suite 400
Dallas, Texas 75240
Phone (972) 774-4435
Fax (972) 774-4495

ENGINEER:
Cross Engineering Consultants, Inc.
131 S. Tennessee St.
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jonathan D. Hake, P.E.

ARCHITECT:
HEDK Architects
4202 Beltway Drive,
Addison, Texas 75001
Phone (214) 520-8878
Contact: Lester Young

SURVEYOR:
Ringley & Associates, Inc.
701 S. Tennessee Street
McKinney, Texas 75069
Phone (972) 542-1266
Fax (972) 542-8682
Contact: Lawrence Ringley, RPLS

Note:
Existing Utilities Shown Per As-Built Documents. Contractor to Field Verify Location and Depth of All Utilities Prior to Construction and Notify Engineer of any Discrepancies.

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

CASE NUMBER: 200109-2

Issue Dates:	Revisions:	Date:
1 02/21/2020	1	
2 04/08/2020	2	
3 04/28/2020	3	
4	4	
5	5	
6	6	

CROSS ENGINEERING CONSULTANTS	
1720 W. Virginia Street McKinney, Texas 75069	
972.562.4409 Texas P.E. Firm No. F-3935	
Drawn By:	Checked By:
C.E.C.I.	C.E.C.I.
Scale: 1" = 30'	

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JONATHAN D. HAKE, P.E. NO. 94738 ON 5/18/20. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

PRELIMINARY DEVELOPMENT PLAN
GARLAND SENIOR LIVING
PROPOSED FIRST UNITED PENECOSTAL REPLAT LOT 1R, BLOCK 1
GARLAND SENIOR LIVING, LTD.
GARLAND, TEXAS

Sheet No.
PSP#2
Project No.
19136

GARLAND SENIOR LIVING

REPORT & MINUTES

P.C. Meeting, May 11, 2020

Consideration of the application of **Garland Senior Living, Ltd.**, requesting approval of an Amended Detail Plan for Elder Care – Independent Living Use. This property is located at 502 Belt Line Road, 301 Tina Drive and 2222 Monarch Drive. (District 8) (File Z 20-07)

Motion was made by Commissioner Ott to **approve** the Detail Plan subject to the condition made in the previous approved motion, seconded by Commissioner Williams. **Motion carried: 9 Ayes, 0 Nays.**

April 29, 2020

Z 20-07

Page 2 of 2

complete the below-listed section and return that section using any of the following methods: mail to City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002; fax to 972-205-2474; deliver to the to the Planning Department c/o City Marshall at the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, Garland TX or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kira Wauwie at 972-205-2456.

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

(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

There are already too many apartments in our neighborhood, several complexes have been built over the last two years we DO NOT NEED ANYMORE!

(Please complete the following information)

2206 Idlewood Dr

Your Property Address

Dalinda Lehman and Clay Rutledge

Printed Name

2206 Idlewood Dr

Address

Garland TX 75040

City, State

Zip

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

Signature

Title

Date:

5/3/20

Clay Rutledge

OWNER

April 29, 2020

Z 20-07

Page 2 of 2

complete the below-listed section and return that section using any of the following methods: mail to City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002; fax to 972-205-2474; deliver to the to the Planning Department c/o City Marshall at the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, Garland TX or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kira Wauwie at 972-205-2456.

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

(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

GARLAND HAS TOO MANY OF THESE
KIND OF BUILDINGS. CHEAPEN'S THE AREA
AND HOME VALUES ARE AFFECTED GREATLY;

(Please complete the following information)

525 BROOKFIELD DR.

Your Property Address

Don Denny C. Smio

Printed Name

525 BROOKFIELD DR. GARLAND TX. 75040

Address

City, State

Zip

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

Don Smio

Signature

Title

Date:

5/2/20

MAY 8 '20 PM 2:59

Z 20-07

Approval of 1) an Amendment to Planned Development (PD) District 07-33 for Single-Family-7 (SF-7) Uses to add Multi-Family Uses (Elder Care – Independent Living Use).

Approval of an Amended Detail Plan.

**City Council Meeting
June 2, 2020**



GARLAND

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Case Information

Location: 502 Belt Line Road, 301 Tina Drive, and 222 Monarch Drive

Applicant: Garland Senior Living, Ltd.

Owner: First United Pentecostal Church of Garland

Acreage: 15.565 acres

Zoning: Planned Development (PD) 07-33 District

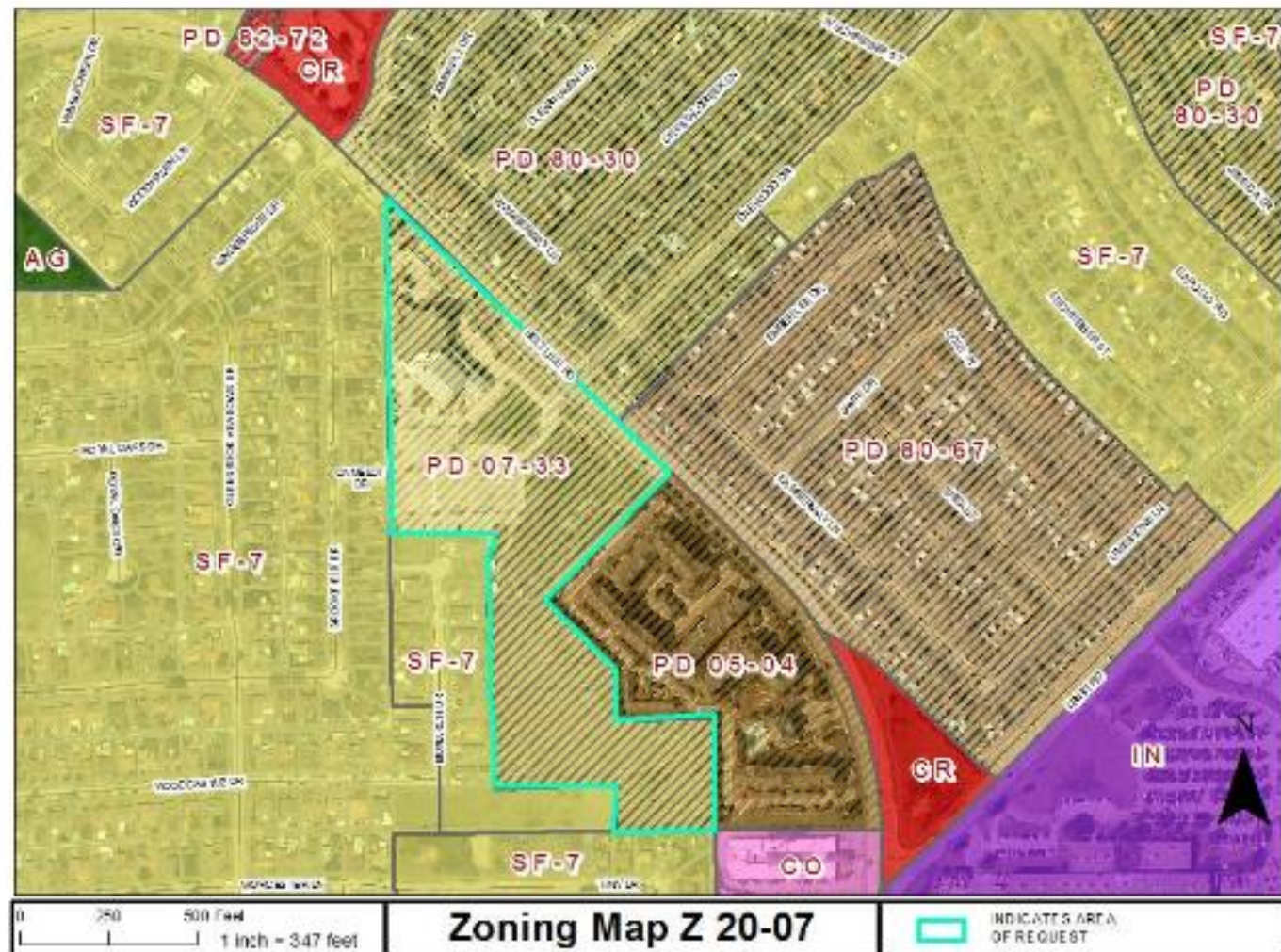
Photos



Photos



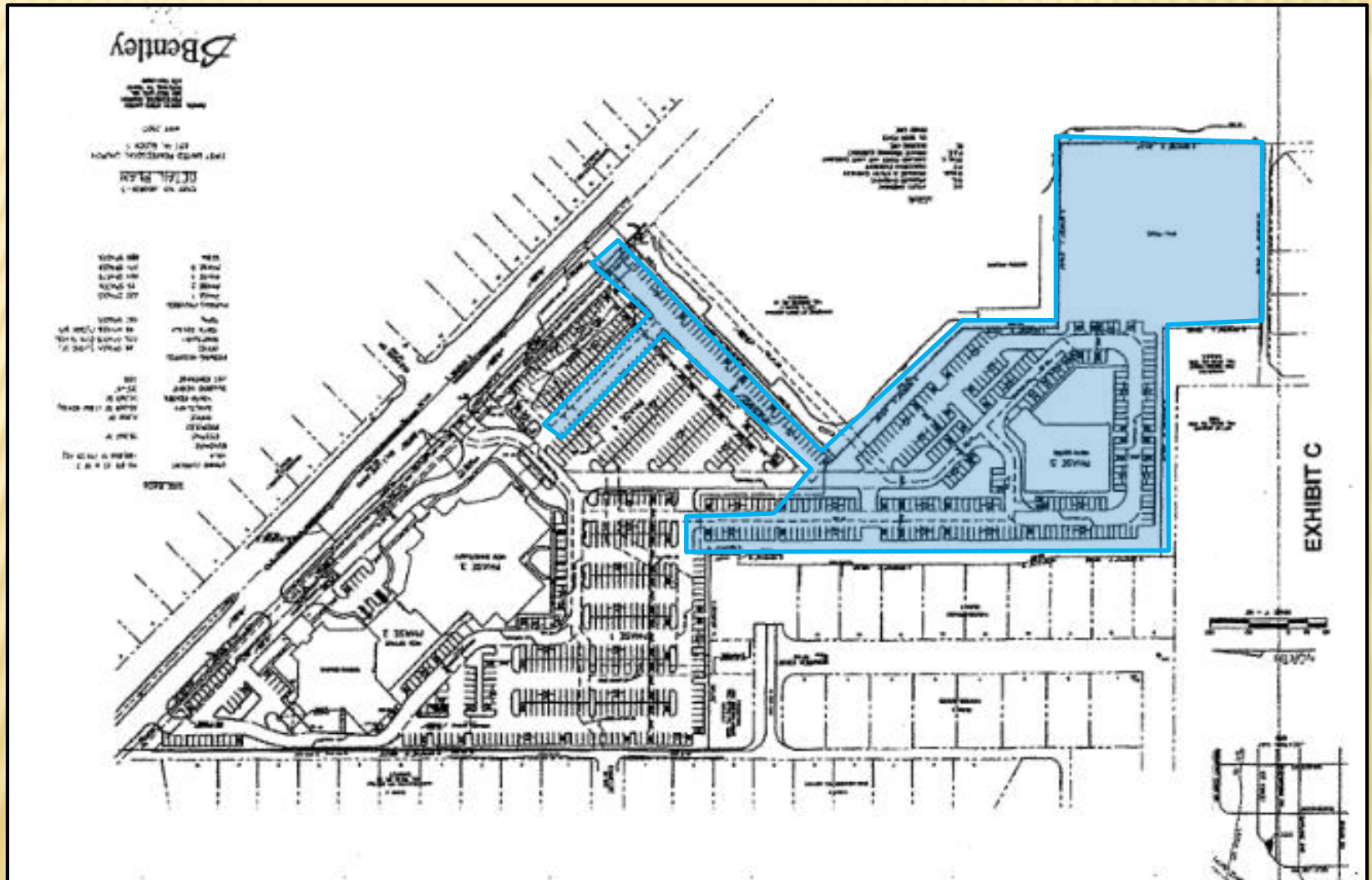
Location Map



Considerations

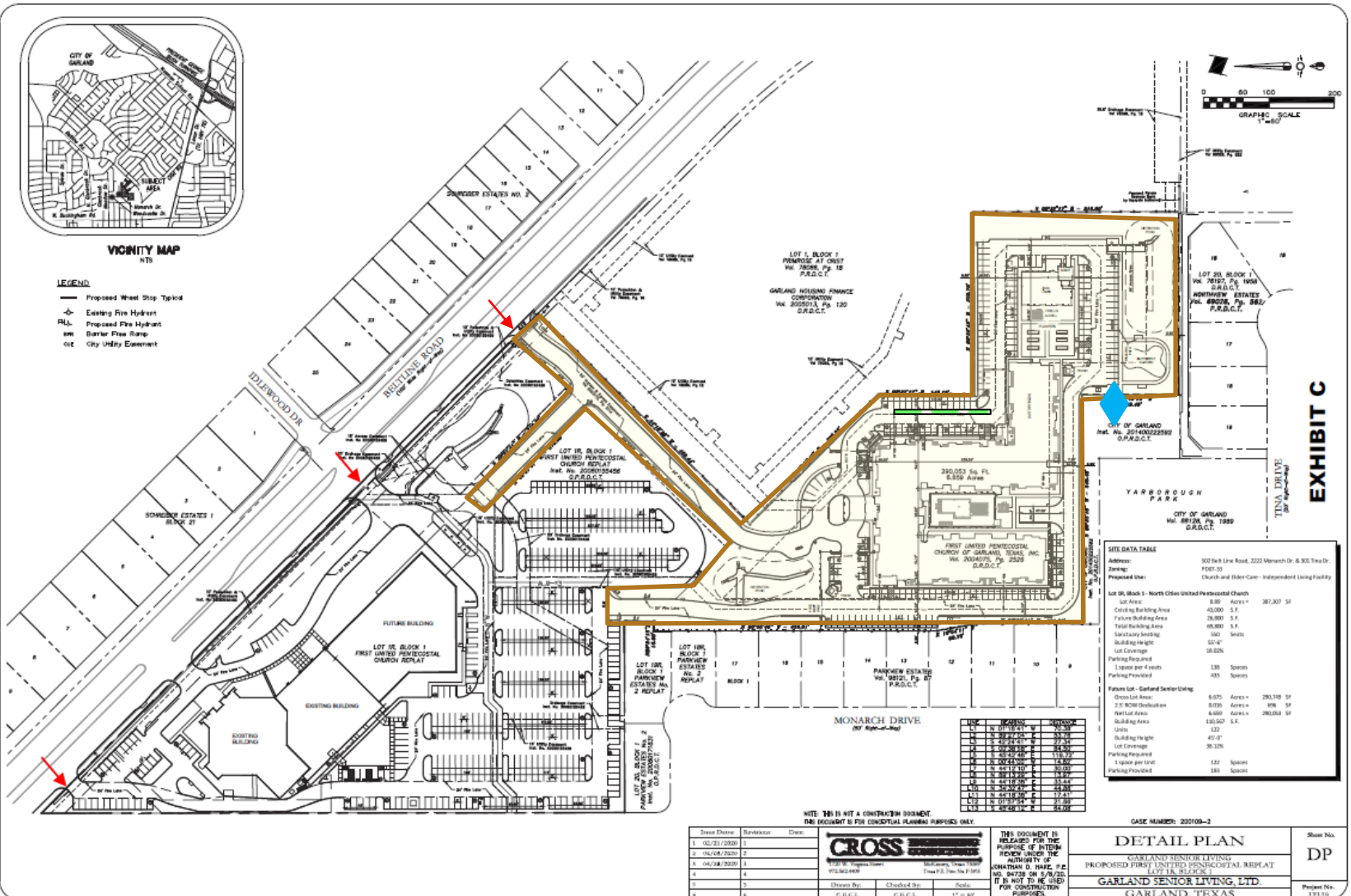
Development Standards	Required	Proposed
Building Height	40 feet	45 feet
Storage Space	25 square feet and 175 cubic square feet	1-bedroom units have 9 square feet and 81 cubic feet of storage space 2-bedroom units have 15 square feet and 136 cubic feet of storage space
Covered Parking	50% of required parking as covered parking	Not provided
Mechanical Screening	Screening	Screened where visible to Belt Line Road; otherwise, not screened where not visible to the public street
Refuse Enclosure	Not allowed within the setback	Allow Refuse Enclosure in the rear setback

Background

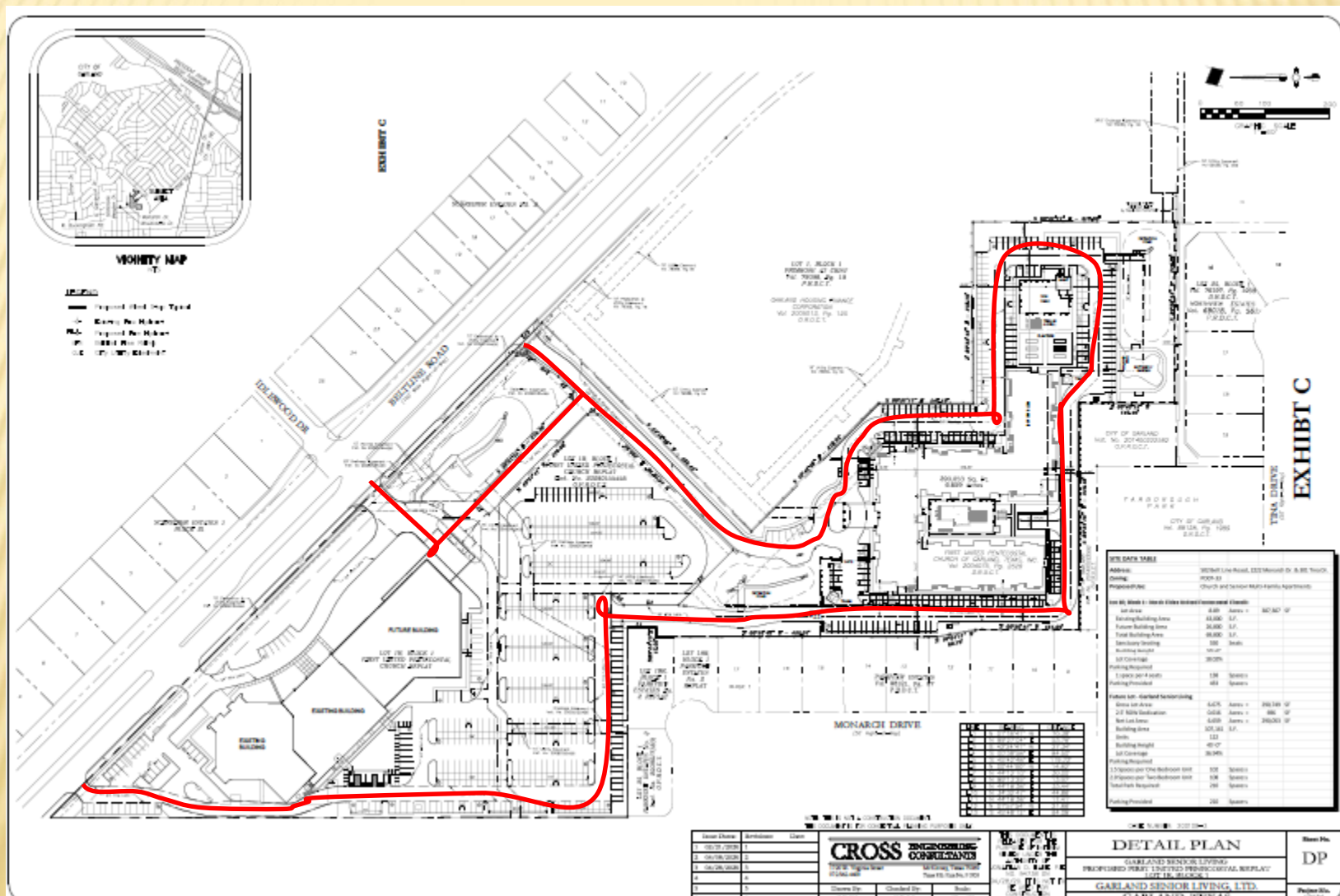




Z 20-07



Detail Plan

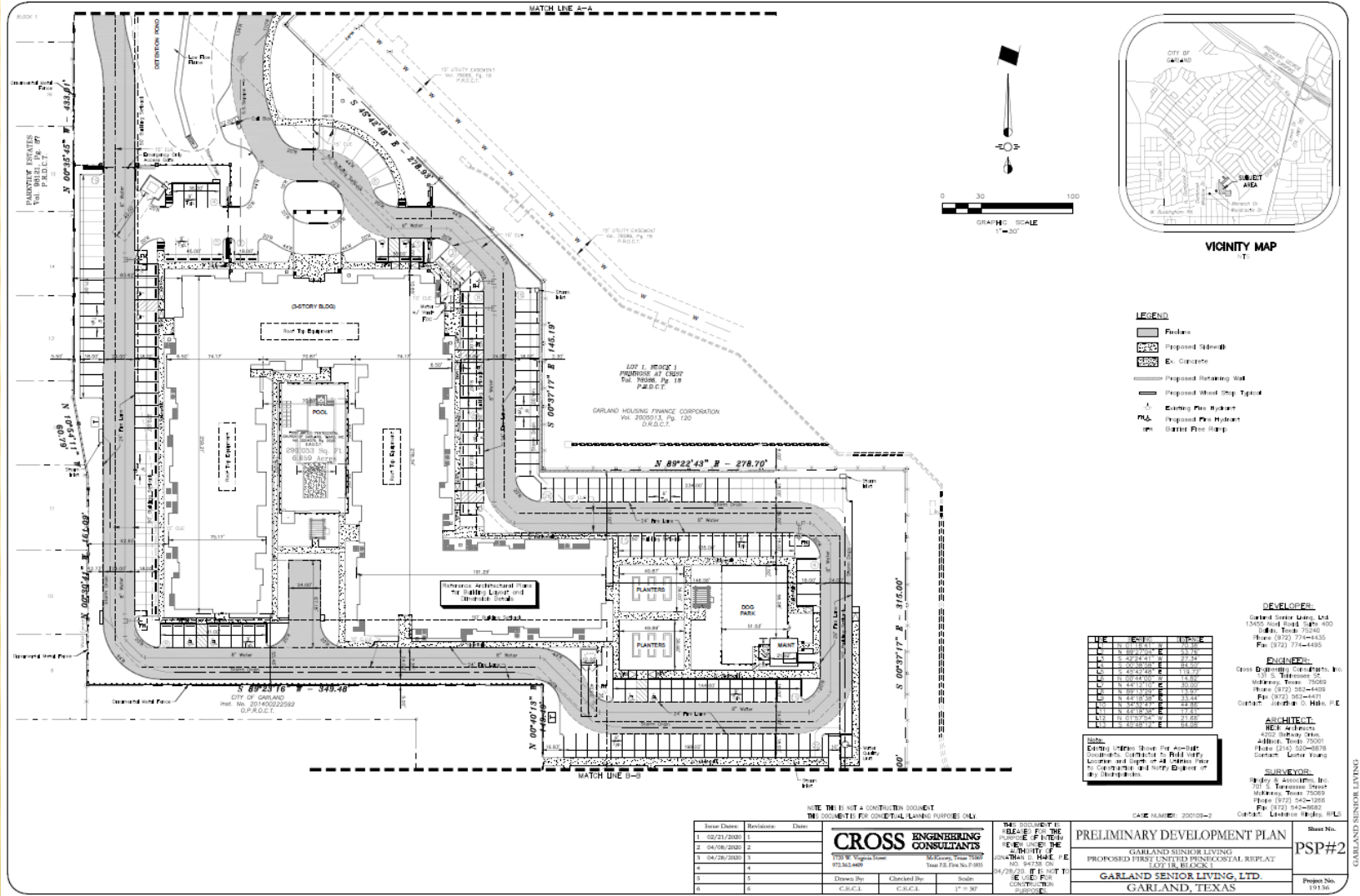


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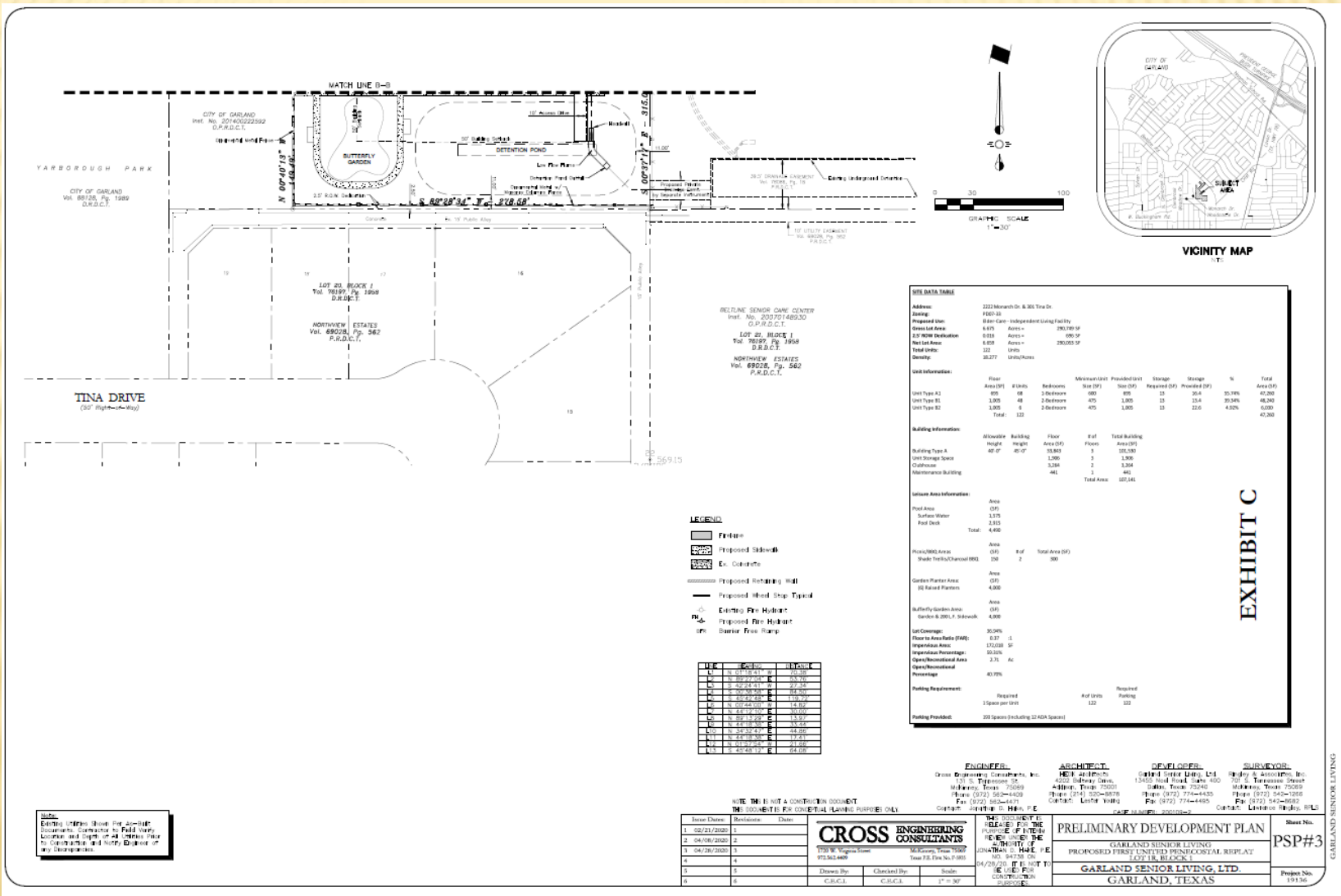
GARLAND
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Detail Plan - Middle





Detail Plan - Southeast





LANDSCAPE CALCULATIONS

ZONING: MF DISTRICT
TOTAL LOT AREA: 250,000 S.F. (5.69 ACRES)
PROPOSED USE: MULTIFAMILY APARTMENTS

REQUIRED: MINIMUM OF 40% OF GROSS PLATTED SITE MUST BE DEVOTED TO LANDSCAPING,
OPEN SPACE AREAS, POOLS, AND SIMILAR OUTDOOR ACTIVITY USE
250,000 S.F. X 40% = 110,000 S.F. LANDSCAPE AREA

PROVIDED: 110,170 ± S.F. (41%) LANDSCAPE AREA

PROVIDED: 8' HT. ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS (20' O.C.) AND CONTINUOUS ROW OF EVERGREEN HIGH-LEVEL SCREENING SHRUBS

PROVIDED: IF HT. ORNAMENTAL METAL FINISH WITH MASONRY COLUMNS (50' O.C.) AND CONTINUOUS ROW OF EVERGREEN HIGH-LINK SCREENING SHRUBS

REQUIRED: 10' WIDE LANDSCAPE BUFFER WITH:
(1) CANOPY TREE PER 30' LINEAR FOOT (2500 + 1 TREE)
(7) SHRUBS PER 30' LINEAR FOOT (2500 + 1 X 7 = 7 SHRUBS)
PROVIDED: 10' WIDE LANDSCAPE BUFFER + (7) CANOPY TREES & (7) SHRUBS

REQUIRED: MAXIMUM 75% OF LANDSCAPE BUFFER IN TURF (225 S.F. X 75% = 168 S.F.)
MINIMUM 25% OF LANDSCAPE BUFFER IN PLANTINGS (75 S.F. X 25% = 19 S.F.)
PROVIDED: 100 S.F. TURF (44%), 108 S.F. GROUNDCOVER & SHRUBS (46%)

REQUIRED: (1) CANYON TREE PER 10 PARKING SPACES (210 SPACES / 10 = 21 TREES)
(2) CANYON TREE AT THE TERMINUS OF EVERY PARKING ROW
EVERY PARKING SPACE WITHIN 80' OF A CANYON TREE
LANDSCAPED TO ACCOUNT FOR 5% OF THE PARKING AREA (80,021 X 5% = 4,002 S.F.)

PROVIDED: (30) SHADY TREES + 8,000 S.F. LANDSCAPE AREA

NO LANDSCAPING SHALL BE THERE, HEREON, OR STRUCTURES ABOVE AND UNDERGROUND SHALL BE LOCATED WITHIN ROUTING OR PROPOSED UTILITY EASEMENTS AND RIGHT OF WAYS.

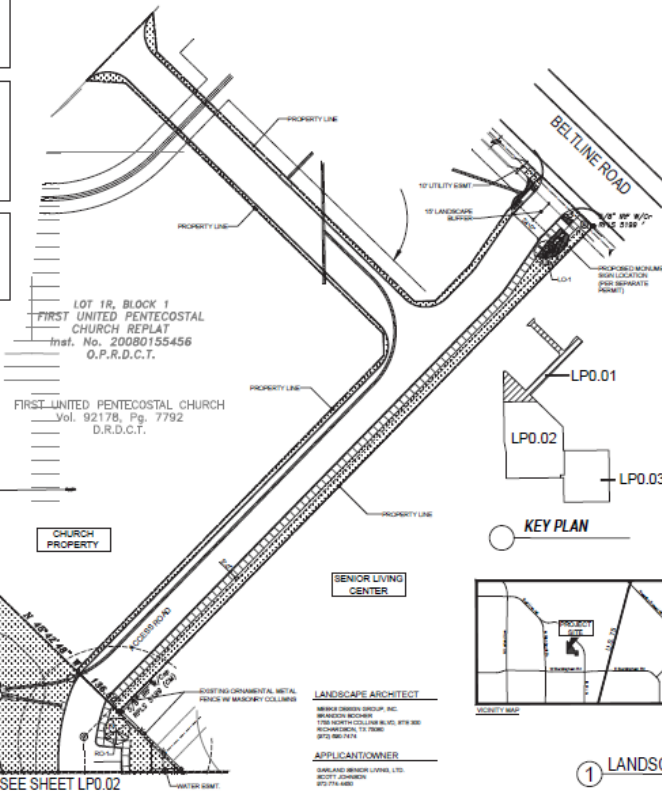
IRRIGATION NOTES:

A FULL SET OF IRRIGATION PLANS SHALL BE SUBMITTED TO THE CITY FOR APPROVAL /PERMIT PRIOR TO INSTALLATION.

A. INSTALLATION: THE INSTALLATION OF ALL MATERIALS IS SUBJECT TO THE APPROVED SCREENING AND LANDSCAPING PLAN. PLANT MUST BE INSPECTED AND APPROVED BY THE BUILDING DEPARTMENT PRIOR TO DELIVERY OF A CERTIFICATE OF OCCUPANCY.

B. MAINTENANCE: THE PROPERTY OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF ALL REQUIRED LANDSCAPING, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- 1. PRUNING: PRUNING SHALL BE PERFORMED ON AN ANNUAL BASIS TO MAINTAIN THE HEALTH AND APPEARANCE OF THE PLANTS AND TREES. IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER TO ENSURE THAT THE PRUNING IS DONE IN A MANNER THAT DOES NOT CAUSE DAMAGE TO THE PLANTS OR TREES. THE CITY MAY REQUIRE A TEMPORARY CERTIFICATE OF OCCUPANCY CONDITIONED ON THE OWNER'S COMPLIANCE WITH ALL LANDSCAPING REQUIREMENTS. THE TEMPORARY CERTIFICATE OF OCCUPANCY MAY BE REVOKED ON A DATE THE CITY DETERMINES IS REASONABLE, TAKING INTO CONSIDERATION THE TIME OF YEAR, SEASON, AND PROBABLE SURVIVABILITY OF THE PLANTS AND TREES.
- 2. WATERING: THE PROPERTY OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF ALL REQUIRED LANDSCAPING, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:



STATION	STATION NAME	COMMON NAME	DATE	TIME	REMARKS
LARGE CANOPY TREES					
128	<i>Cordia alliodora</i>	Guava Tree	7	3' Gal	12.10.16
129	<i>Platanus dominicensis</i>	Common Platanus	7	3' Gal	12.10.16
131	<i>Samanea saman</i>	Umb Tree	14	3' Gal	12.10.16
132	<i>Samanea saman</i>	Umb Tree	15	3' Gal	12.10.16

LOW LEVEL SCREENING RESULTS					
Alt	Alkaline phosphatase (Aspartate Aminotransferase)	Alkaline	T1	2 gal	10" into 16, 12" into spread, 8" per run

BA	<i>Marasmius rotulae</i> Globose	Maiden Shoe	8	3 gal.	20" O.C. Spacing
BA	<i>Marasmius rotulae</i> Handma	Handma Imperfectly Handma	11	3 gal.	20" O.C. Spacing
PD	<i>Leptogium olivaceum</i>	Leptogium Plum Degr.	12	2 gal.	20" x 16" N, 16" x 16" spread, R

14	Red Maple (Liquidambar)	Common Maple	6	2 gal	24" O.C. Spacing
15	Multi-trunked Red Maple	Red Maple	14	2 gal	12" x 24" O.C. Spacing
16	Hardy Japanese Quince	Hardy Quince	5	2 gal	24" O.C. Spacing

LR	Unhope (neutral)	Unhope (Big Wolf)	300	6" pitch	12" O.C. Spacing
BC		Recessed Color	180	6" pitch	8" O.C. Spacing

MC		Hardwood Shrub	(ALL PLANTING SPECIES)	Min. 2" Depth
DO	Red/Orange color	Decomposed Granite	3,120 S.F.	Installed over the fabric. Min. 2" Depth

D

EXHIBIT D

PALLADIUM GARLAND

GARLAND, TEXAS

SITE PLAN
SUBMITTAL

PALLADIUM GARLAND

NAME AND TITLE

LANDSCAPE

CASE # 200109-2

1 LANDSCAPE ORDINANCE PLAN



LP0.01



MATCHLINE: SEE SHEET LP0.01

MONARCH DRIVE
(350' Right-of-Way)

SENIOR CENTER

FIRST UNITED/FIRST CENTRAL
HERSCHEL P. GARDNER, TRUSTEE
Vol. 60040228, Pg. 55526
D.E.D.C.T.
281,700 sq. ft.
6.013 Acres

SINGLE FAMILY PROPERTY

YARBOROUGH PARK

LOT 16
LOT 15
LOT 14
LOT 13
LOT 12
LOT 11
LOT 10
LOT 9

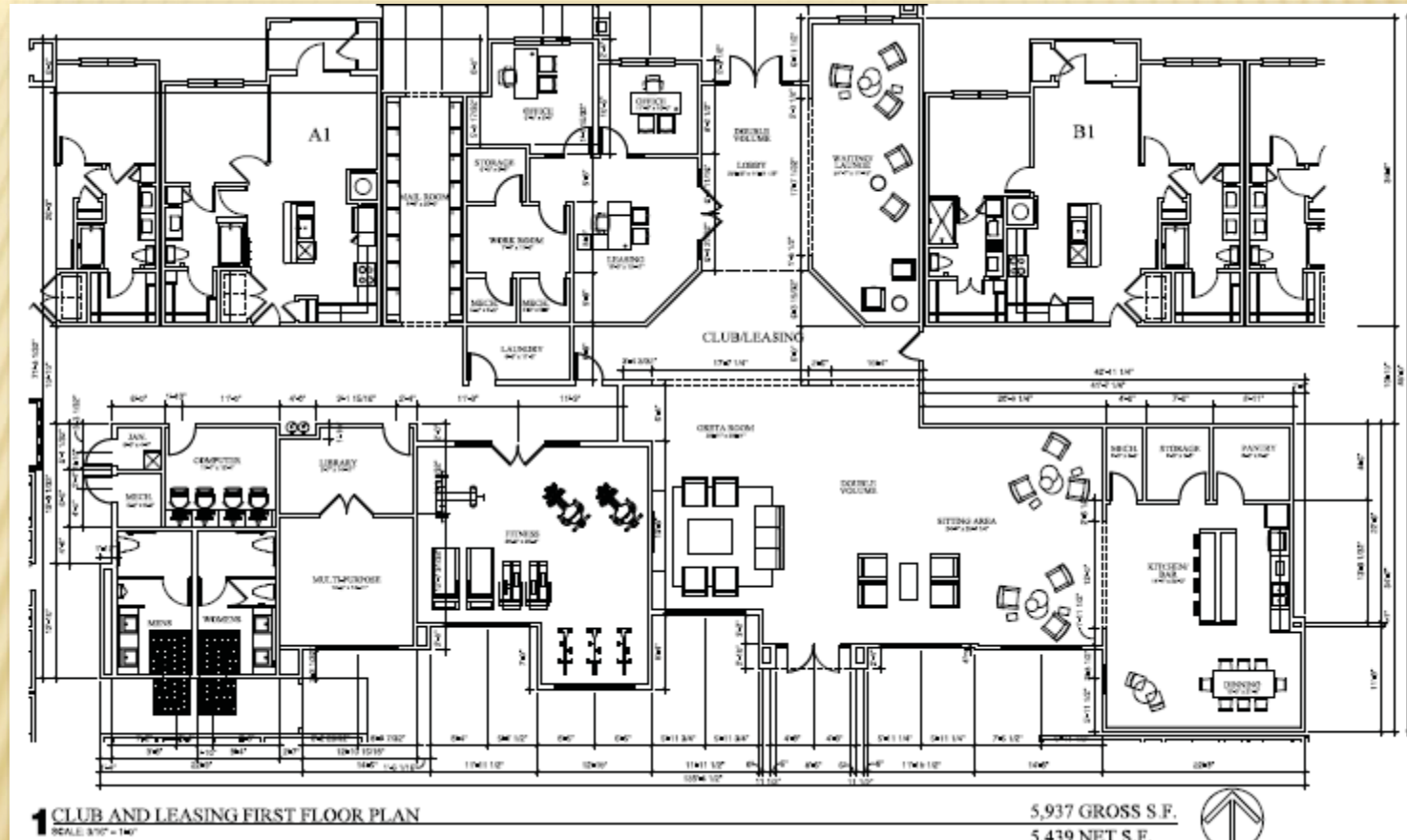
LOT 18
LOT 17
LOT 16

NORTHVIEW ESTATES
Vol. 690228, Pg. 562
P.R.D.C.T.



GARLAND
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Common Areas





1 CLUB AND LEASING SECOND FLOOR PLAN
 911 GROSS S.F.

Elevations



Elevations

EXHIBIT E

2a BUILDING WEST ELEVATION
SCALE 1/8" = 1'-0"



2b BUILDING WEST ELEVATION
SCALE 1/8" = 1'-0"



BUILDING SPECIFICATION - ELEVATIONS			
1. GENERAL NOTES			
A. ELEVATIONS SHALL BE CONFORMANT WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).			
B. ELEVATIONS SHALL BE CONFORMANT WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).			
C. ELEVATIONS SHALL BE CONFORMANT WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).			
D. ELEVATIONS SHALL BE CONFORMANT WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).			



ELEVATION LEGEND	
1.00	CONCRETE
1.01	BRICK
1.02	STUCCO
1.03	WOOD SHAKES
1.04	WOOD SIDING
1.05	WOOD SHAKES
1.06	WOOD SIDING
1.07	WOOD SHAKES
1.08	WOOD SIDING
1.09	WOOD SHAKES
1.10	WOOD SIDING

 GARLAND SENIOR LIVING GARLAND, TEXAS	CITY OF GARLAND 82 00 000	HECK ARCHITECTS 1000 WEST 10TH STREET, SUITE 100 GARLAND, TEXAS 75040	DATE: 03-06-2020 PROJECT: 20110	SHEET: A4-01 BUILDING ELEVATIONS
			GARLAND SENIOR LIVING 82 00 000	



Z 20-07



EXHIBIT E

[illegible]

DATE 03-08-2020	DIRECT NUMBER A4-03
PROJECT 20110	BUILDING EXTERIOR STATION



GARLAND
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Elevations

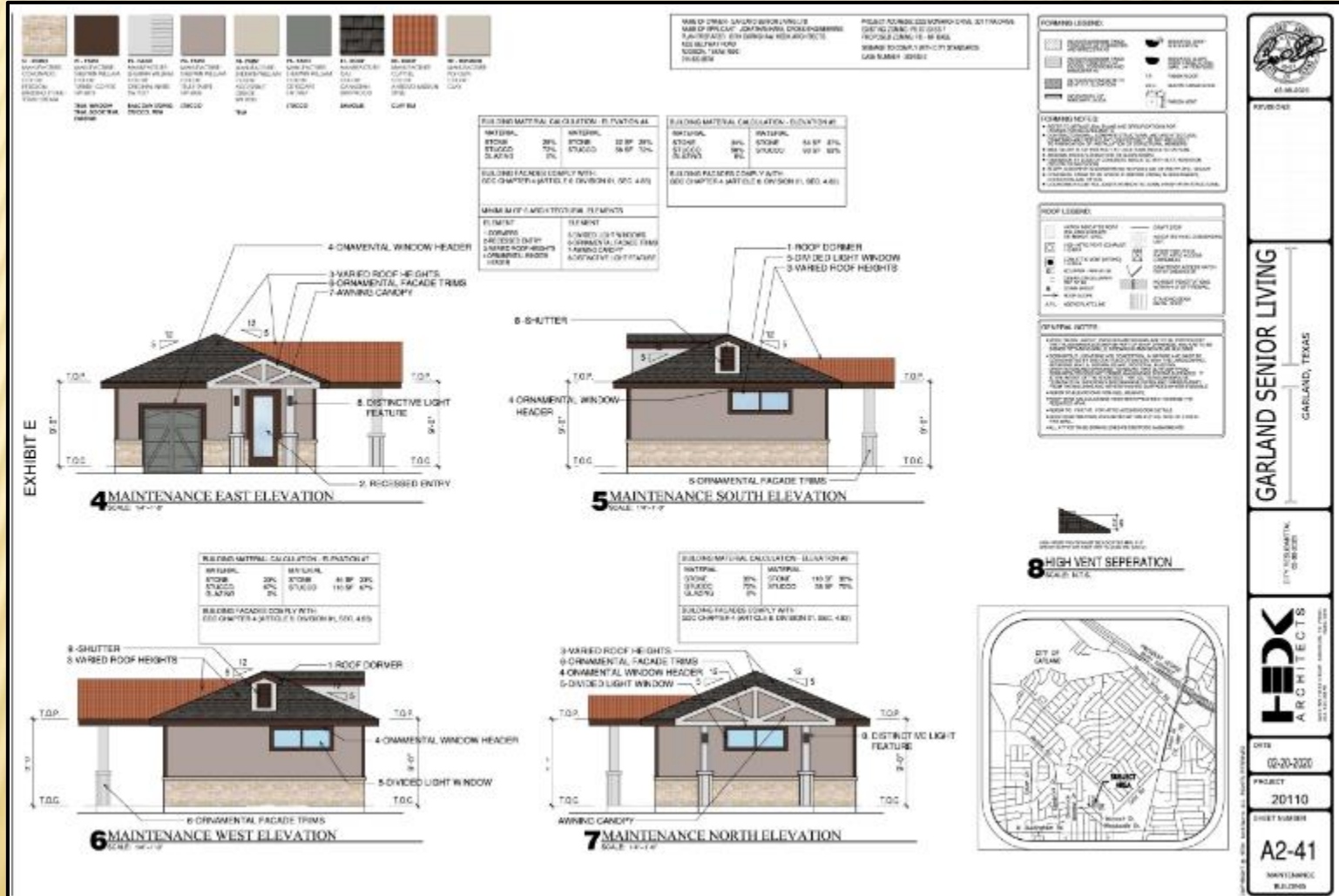
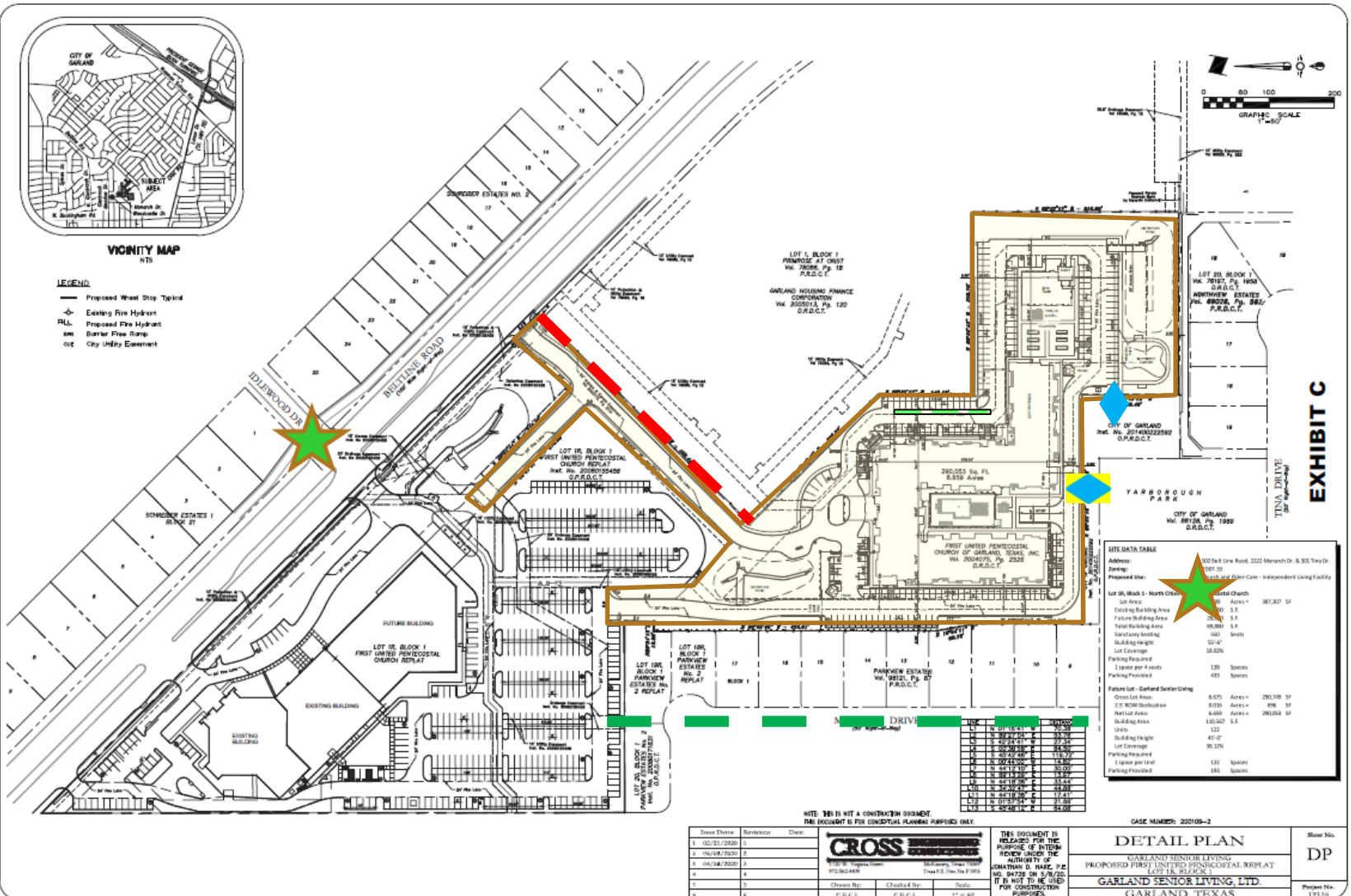




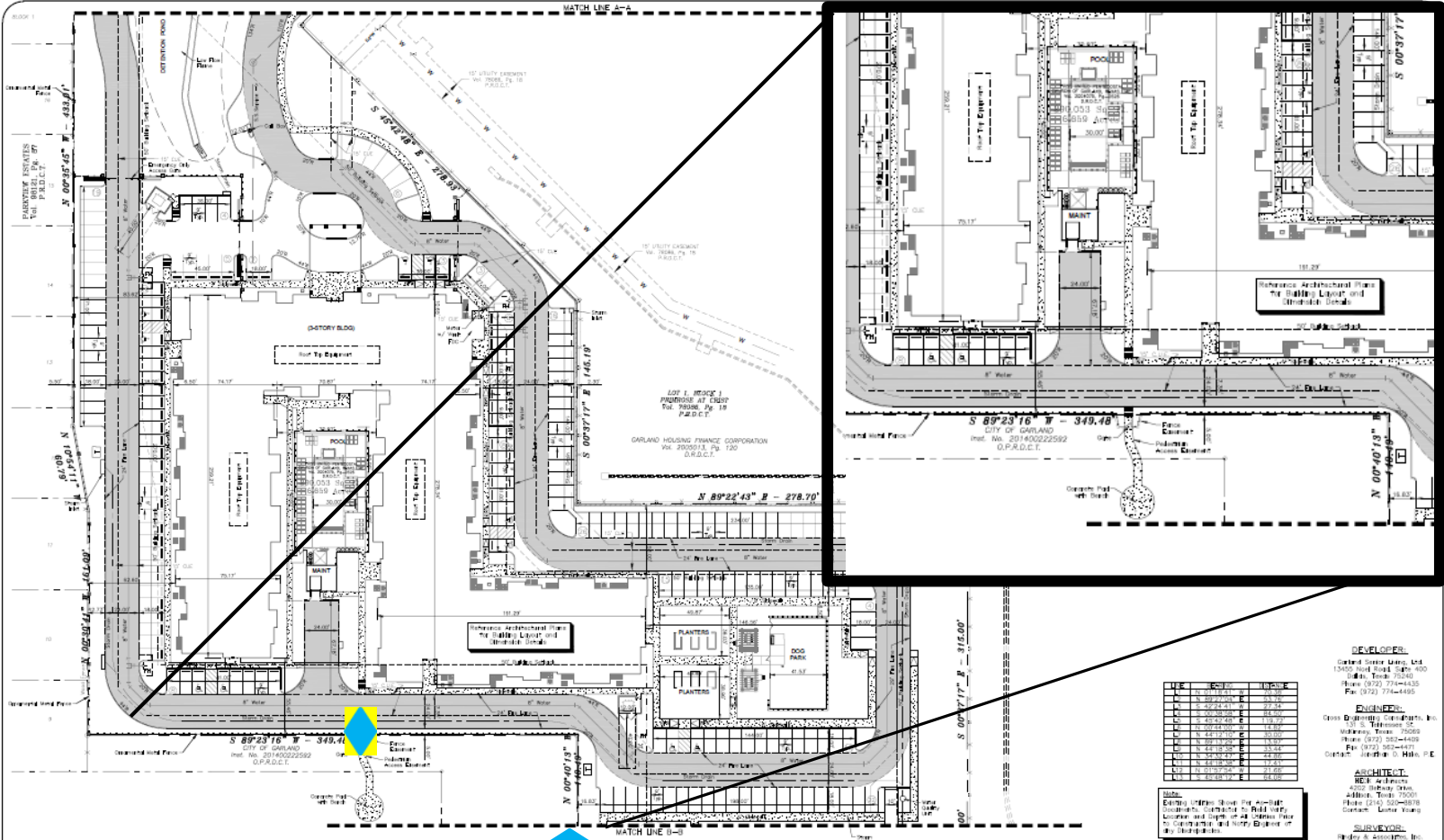
EXHIBIT C





GARLAND
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Detail Plan



LINE	DATE	DESCRIPTION
1	02/23/2020	1
2	04/06/2020	2
3	04/26/2020	3
4		4
5		5
6		6
7		7
8		8
9		9
10		10

Notes:
Existing utilities shown for general location only. Contractor to build verify location and depth of all utilities prior to construction and notify Engineer of any discrepancies.

DEVELOPER:
Garland Senior Living, Ltd.
13055 Hill Creek, Apt. 400
Dallas, Texas 75240
Phone (972) 774-4455
Fax (972) 774-4455

ENGINEER:
Cross Engineering Consultants, Inc.
11111 West Loop, Suite 200
Houston, Texas 77058
Phone (281) 552-4455
Fax (281) 552-4471
Contact: Jennifer D. Webb, P.E.

ARCHITECT:
RCL Architects
4002 Highway 60
Addicks, Texas 75009
Phone (281) 552-0078
Contact: Leslie Voss

SURVEYOR:
Ridley & Associates, Inc.
701 S. Tarzeman Street
Houston, Texas 77058
Phone (713) 542-1258
Fax (713) 542-0652
Contact: Catherine Ridley, RLS

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT
THIS DOCUMENT IS FOR CONSULTING PURPOSES ONLY

Issue Date:	Revisions:	Drawn:
1 02/23/2020	1	
2 04/06/2020	2	
3 04/26/2020	3	
4	4	
5	5	
6	6	

CROSS ENGINEERING CONSULTANTS
1000 W. Virginia Street
McAllen, Texas 78501
Phone (361) 667-7800
Fax (361) 667-7801
E-MAIL: CROSS@CROSS-ENGINEERING.COM
WEBSITE: WWW.CROSS-ENGINEERING.COM

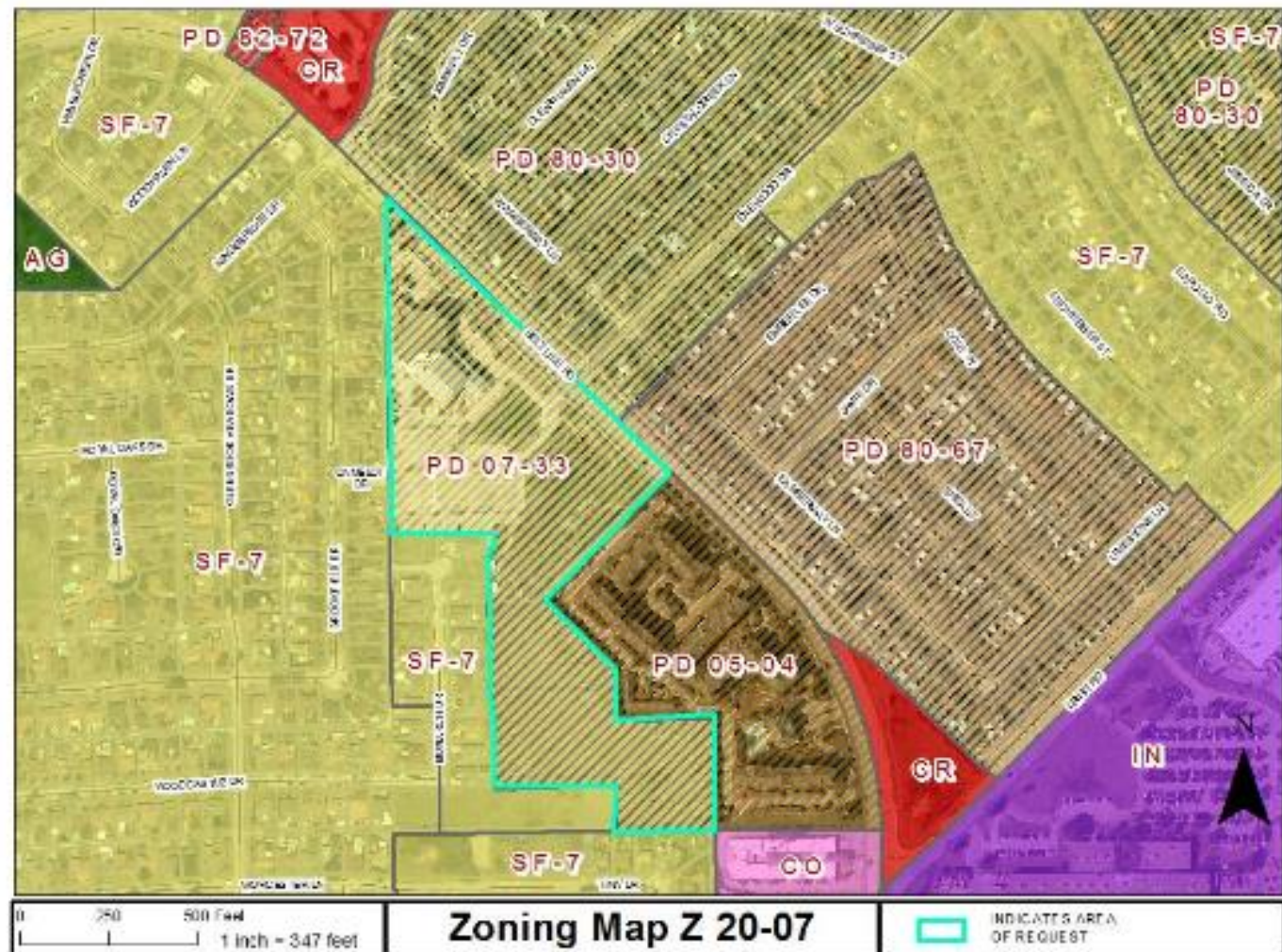
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
DATE: 04/26/2020
BY: JEFFREY E. CROSS
FOR: CROSS ENGINEERING CONSULTANTS

PRELIMINARY DEVELOPMENT PLAN
GARLAND SENIOR LIVING
PROPOSED FIRST UNITED PENITENTIARY REPLAT
1301 BLK. 200
GARLAND SENIOR LIVING, LTD.
GARLAND, TEXAS

Sheet No. **PSP#2**
Project No. 191346

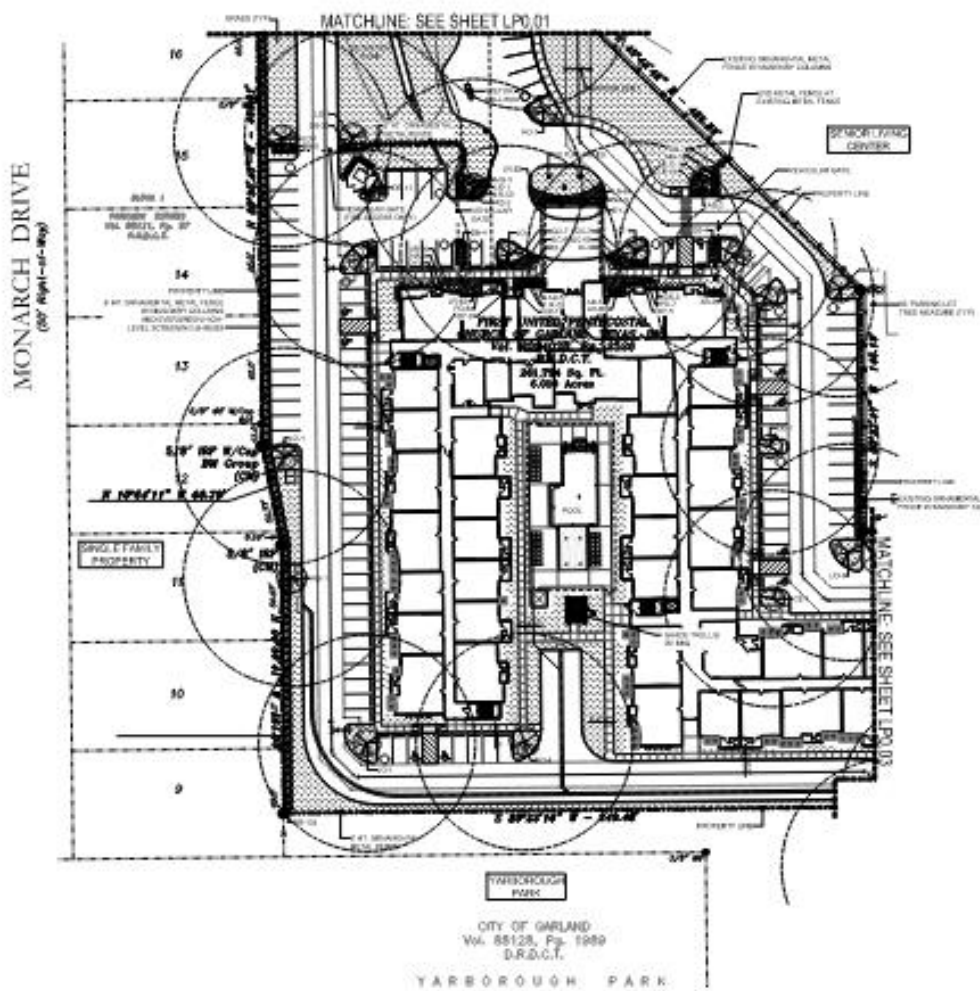
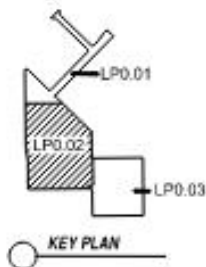
GARLAND SENIOR LIVING

Location Map





MONARCH DRIVE



LANDSCAPE ARCHITECT
 10000 160th Avenue, Suite 100
 Richmond, BC V6V 2G9
 Tel: 604-273-1111
 Fax: 604-273-1112
 Email: info@hardscape.ca

APPLICANT TOWN
 10000 160th Avenue, Suite 100
 Richmond, BC V6V 2G9
 Tel: 604-273-1111
 Fax: 604-273-1112
 Email: info@hardscape.ca

CASE # 200109-2

① LANDSCAPE ORDINANCE PLAN

