



GARLAND

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

City of Garland

REMOTE MEETING

Tuesday, May 18, 2021
7:00 p.m.

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

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_azeqP1OmSmygaf8S-LvLaw

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

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

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

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

The Meeting ID is: 954 5845 5437

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

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

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



COUNCIL HOUSE RULES

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

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

CONSENT AGENDA

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

1. Consider approval of the minutes of the May 4, 2021 Regular and May 11, 2021 Special Meetings.
2. Consider approval of the following bids:
 - a. Keele Drive Wastewater Main Replacement Bid No. 0893-20

Aushill Construction, LLC \$176,827.66

This request is to approve a Change Order for the Keele Drive Wastewater Main Replacement.

- b. **TMPA Keith Switch to Steep Hollow
Transmission Line Overhead Hardware** **Bid No. 0611-21**

KBS Electrical Distributors, Inc.	\$142,098.23
Optional Contingency	<u>14,209.82</u>
TOTAL:	\$156,308.05

This request is for the purchase of overhead hardware needed for the rebuild of the Keith Switch to Steep Hollow Transmission Line. An Optional Contingency is included for any additional materials that may be required.

- c. **Forest Lane, Buckingham and Country Club
Road Water and Wastewater Mains
Replacement** **Bid No. 0787-21**

Lam Consulting Engineering	\$131,800.00
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This request is to obtain professional engineering services for replacing water and wastewater lines between Forest Lane North and Forest Lane South from S. Garland Avenue to Duck Creek, Buckingham Road (Northstar Plaza) from Old Mill Run to N. Garland Avenue and N. Country Club Road from Pleasant Valley Road to Bosque Drive.

- d. **GP&L McCree Substation Upgrade for
Autotransformer Addition - Engineering** **Bid No. 0877-19**

Black & Veatch	\$287,980.00
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This request is to approve a Change Order for additional engineering design and services to accommodate changes to the construction sequence plan due to outage coordination delays.

- e. **Naaman School Road Overhead Distribution
Reconstruction - Tubular Steel Structures and
Materials** **Bid No. 0714-21**

Techline, Inc.	\$197,519.66
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This request is for the purchase of tubular steel monopoles and materials needed for the relocation of overhead distribution facilities along Naaman School Road as a result of street widening.

- f. **GP&L Underground Maintenance and Construction** **Bid No. 1070-17**

Infratech Corporation **\$225,000.00**

This request is to approve a Change Order to add funds to the GP&L Underground Maintenance and Construction Term Contract.

- g. **Materials for King Mountain to Queen Bess 345kV Transmission Line** **Bid No. 0672-21**

Techline, Inc. **\$129,194.73**
Optional Contingency **12,919.47**
TOTAL: **\$142,114.20**

This request is for the purchase of materials needed for the construction of the King Mountain to Queen Bess 345kV Transmission line. An Optional Contingency is included for any additional materials that may be required.

- h. **Cayenta Finance System Upgrade** **Bid No. 0819-21**

Cayenta **\$146,960.00**

The City's Finance Department has requested an upgrade to the Cayenta Financial Management System to maintain support with the current version and to implement enhanced product functionality.

- i. **Radio Module Encoder Receiver Transmitter Replacement** **Bid No. 0816-21**

Republic Meter, Inc. **\$997,500.00**

This request is for the purchase of Itron 500W Encoder Receiver Transmitter (ERT) End-Point Devices for reading water meters. This approval is for a Term Agreement with four optional renewals.

- j. **GP&L/TMPA McCree Substation Control Cable** **Bid No. 0818-21**

Graybar **\$204,237.00**

This request is for the purchase of control cable for both the GP&L and TMPA portions of the McCree Substation.

k. GP&L King Mountain to Queen BESS 345kV Transmission Line Monopoles **Bid No. 0669-21**

Techline, Inc.	\$573,330.00
Optional Contingency	<u>57,333.00</u>
TOTAL:	\$630,663.00

This request is for the purchase of steel transmission poles and associated apparatus needed for the construction of the King Mountain to Queen BESS 345kV transmission line. An Optional Contingency is included for any additional materials that may be required.

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

a. Zoning File No. Z 21-06, Maxwell Fisher on behalf of Embree Eastside, Ltd. (Palladium USA International, Inc.) (District 2)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Change in Zoning from Community Retail (CR) District to a Planned Development (PD) District for Multi-Family Use and 2) a Detail Plan for Multi-Family Use on a 4.180-acre tract of land located at 1010 State Highway 66; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; a Savings Clause and a Severability Clause; and providing an effective date.

b. Zoning File No. DD 20-03, Good Samaritans of Garland (District 2)

Consider an order for a Major Waiver to a Downtown Development Plan. The Major Waiver request was approved with conditions, via public hearing, during the May 4, 2021 Regular City Council meeting.

4. Consider a resolution authorizing the acceptance of a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) - Click it or Ticket (CIOT) grant in the amount of \$6,201.30; and providing an effective date.

At the May 17, 2021 Work Session, Council considered a resolution authorizing the City Manager to accept the State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) grant for May 21, 2021, to June 9, 2021 in the amount of \$6,201.30.

5. **Consider an ordinance authorizing an amendment to the 2020-21 Operating Budget (Budget Amendment No. 5); providing for supplemental appropriation of funds in the Heliport Fund; and providing an effective date.**

At the May 17, 2021 Work Session, Council considered an amendment to the 2020-21 Adopted Budget. For Council's consideration is an ordinance amending the 2020-21 Adopted Budget to appropriate funds in the amount of \$32,000 in the Heliport Fund for a flight path redevelopment study.

6. **Consider an ordinance amending Chapter 33, "Transportation," of the Code of Ordinances of the City of Garland, Texas to provide a parking offense for certain parking on public property; 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.**

At the May 3, 2021 Work Session, Council considered an ordinance that will prohibit parking unregistered vehicles on streets.

7. **Consider authorizing the City Manager or his designee to execute a contract agreement with the Texas Department of State Health Services (DSHS) to improve access to COVID-19 vaccines across Garland, Rowlett and Sachse.**

At the May 17, 2021 Work Session, Council considered a contract agreement with the Texas Department of State Health Services to improve access to COVID-19 vaccines across Garland, Rowlett and Sachse.

8. **Consider by minute action the approval of eight real property purchase agreements in the aggregate amount of \$401,550.00**

Council has been briefed on previous occasions of the construction of a municipal fire complex in an area of east Garland commonly referred to as "the Triangle." Since the approval of the 2019 Bond Program, Staff has been working with its consultants to acquire the necessary real property to construct the fire complex. Eight purchase agreements have been successfully negotiated with property owners for the acquisition of land needed to move forward with the project.

9. **Consider by minute action the approval of real estate property purchase agreement in the amount of \$199,000.00.**

Council has been briefed on previous occasions on the plans for Naaman School Road (from Bran to S.H. 78 / Lavon Drive). It is currently a two-lane asphalt street and is being reconstructed to a four-lane divided roadway with curbs. This requires additional land/right-of-way and staff has been working with consultants to acquire the necessary property. One additional purchase agreement has been successfully negotiated with a property owner for the acquisition of land needed to move forward with the project.

- 10. Consider a partial rebate of the applicable Business and Personal Property (BPP) tax.**

Council is requested to consider a development incentive request from Future Foam, Inc. for a partial rebate of applicable Business and Personal Property (BPP) tax required of a proposed new manufacturing project for a specific period.

- 11. Consider approving the two Neighborhood Vitality Matching Grant projects.**

Council recommended the following Neighborhood Vitality Matching Grant applications to be placed on the Consent Agenda at the April 5, 2021 Work Session: Villages of Valley Creek North Homeowners Association as submitted and Irongate at Firewheel Neighborhood Association with modification.

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.

- 12. Hold public hearings on:**

- a. Consider a Zoning [Planned Development] request by Manhard Consulting to construct an apartment complex with 63 dwelling units on a site currently zoned Multi-Family District. The existing church building located at the northwest of the subject property, currently zoned Community Retail District, would be acquired, remodeled and used as an amenity for the proposed multi-family development. This property is located at 1214 and 1302 West Miller Road in District 5.**

Consideration of the application of Manhard Consulting, requesting approval of a Change in Zoning from Multi-Family (MF) District and Community Retail (CR) District to a Planned Development (PD) District for Multi-Family Uses. This property is located at 1214 and 1302 West Miller Road. (File No. Z 20-45, District 5)

- b. **Consider a Detail Plan request by Manhard Consulting to construct an apartment complex with 63 dwelling units on a site currently zoned Multi-Family District. The existing church building located at the northwest of the subject property, currently zoned Community Retail District, would be acquired, remodeled and used as an amenity for the proposed multi-family development. This property is located at 1214 and 1302 West Miller Road in District 5.**

Consideration of the application of Manhard Consulting, requesting approval of a Detail Plan for a Multi-Family development. This property is located at 1214 and 1302 West Miller Road. (File No. Z 20-45, District 5)

- c. **Consider a request by MVAH Partners to re-zone the property to allow an apartment complex. This property is located at 1102 North Shiloh Road in District 8.**

Consideration of the application of MVAH Partners, requesting approval of a Change in Zoning from Community Office (CO) District and Industrial (IN) District to Multi-Family (MF) District. This property is located at 1102 North Shiloh Road. (File No. Z 21-04, District 8) (This case was postponed from the April 20, 2021 Regular City Council Meeting.)

13. Citizen comments.

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

14. Adjourn.

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



GARLAND

City Council Regular Session Agenda

1.

Meeting Date: 05/18/2021

Item Title: Minutes May 4

Submitted By: Rene Dowl, City Secretary, City Secretary

Summary:

Consider approval of the minutes of the May 4, 2021 Regular and May 11, 2021 Special Meetings.

Attachments

Minutes May 4

Minutes May 11



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7 p.m. on Tuesday, May 4, pursuant to Section 551.045, by telephone or internet in Garland, Texas, with the following members present:

Present: Mayor Scott LeMay
Council Member Deborah Morris
Council Member Ricky McNeal
Council Member B. J. Williams
Council Member Rich Aubin
Council Member Robert Vera
Council Member Dylan Hedrick
Council Member Robert John Smith

Absent: Council Member Jerry A. Nickerson

Staff Present: City Manager Bryan Bradford
Deputy City Manager Mitch Bates
Assistant City Manager John Baker
Assistant City Manager Judson Rex
City Attorney Brad Neighbor
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.

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

CONSENT AGENDA

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

Motion was made by Council Member Smith to approved the Consent Agenda as presented, seconded by Council Member Vera. Motion carried:

Vote: 8 ayes - 0 nays

1. **APPROVED** Consider approval of the minutes of the April 20, 2021 Regular Meeting.

2. Consider approval of the following bids:

a. **APPROVED** Arterial Pavement Maintenance
Requirements Contract - Minor Repairs V

Bid No. 0106-21

Jerusalem Corporation

\$520,233.00

This request is to approve a Change Order that will authorize Jerusalem Corporation to remove and replace additional quantities of existing concrete pavement at various locations throughout the city.

b. APPROVED Mayfield Avenue Paving and Water & Wastewater Mains Replacement Bid No. 0540-21

New World Contracting, LLC	\$2,634,556.42
Optional Contingency	<u>315,000.00</u>
TOTAL:	\$2,949,556.42

This request is to provide construction services for installation of approximately 15,892 SY of 8-inch 4,000 psi reinforced concrete street paving, 4,611 linear feet of 8-inch water lines, and 796 linear feet of 8-inch sanitary sewer in Mayfield Avenue from Saturn Road to Kazak Drive and from Keele Drive to W. Centerville Road. An Optional Contingency is included for any additional work that may be required.

c. APPROVED Replacement of Water Mains on Camilla Lane, West Carolyn Drive and West Walnut Circle Bid No. 0523-21

Tri-Con Services, Inc.	\$839,000.00
Optional Contingency	<u>83,900.00</u>
TOTAL:	\$922,900.00

This request is to provide construction services for the replacement of approximately 2,600 linear feet of existing water line along Camilla Lane from Stadium Drive to the end of the cul-de-sac. An Optional Contingency is included for any additional work that may be required.

d. APPROVED Municipal Court OnBase Workflow Enhancements Bid No. 0748-21

DataBank IMX	\$121,688.00
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This request is to upgrade the OnBase Electronic Content Management System used by Municipal Court to manage documents, workflows and process life cycles.

e. APPROVED TMPA Ben Davis to McCree Reconductor Construction Services Bid No. 1239-19

Higher Power Electrical, LLC	\$316,050.00
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This request is to approve a Change Order for the cost of labor associated with pier foundation and guy anchor drilling.

- f. **APPROVED** **Design Services for Bobtown Road, Waterhouse Boulevard and S. Country Club Road Improvements** **Bid No. 5703-15**

Huitt-Zollars, Inc. **\$9,410.00**

This request is to approve a Change Order for additional Engineering Design Services related to the redesign of the storm sewer at the intersection of Bobtown Road and McKenzie Lane.

- g. **APPROVED** **Roof Replacements for North Garland Branch Library and Police Forensics Building** **Bid No. 0764-21**

Supreme Roofing	\$426,335.00
Optional Contingency	<u>20,000.00</u>
TOTAL:	\$446,335.00

This request is for the replacement of roofs that have reached end of life at the North Garland Branch Library and the Police Forensics building.

- h. **APPROVED** **Crane Body** **Bid No. 0768-21**

Versalift Southwest, LLC **\$952,160.00**

This request is for the replacement of a crane body specifically made for a Freightliner truck chassis to be utilized by GP&L.

- i. **APPROVED** **Heavy Duty Trucks** **Bid No. 0772-21**

Freightliner of Austin **\$888,445.00**

This request is for the purchase of three replacement heavy duty trucks to be utilized by GP&L.

- j. **APPROVED** **Commercial Container Repairs** **Bid No. 1250-20**

DFW Container Service **\$25,000.00**

This request is to approve a Change Order in order to maintain service demands for commercial container repairs and replacements due to significant growth in the Commercial Services Division.

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

a. **APPROVED Zoning File No. Z 21-02, Rodolfo V. Herrera Elizalde (District 5)**

Ordinance No. 7216 amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for a Guest House on a 0.415-acre tract of land zoned Single-Family-7 (SF-7) District and located at 1544 Flores Drive; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; a Savings Clause and a Severability Clause; and providing an effective date.

b. **Zoning File No. Z 21-03, Alliance Architects, Inc. (District 6)**

Ordinance No. 7217 amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for a High Risk Use on a 11.947-acre tract of land zoned Industrial (IN) District and located at 1600 South Jupiter 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 Ordinance No. 7218** authorizing an amendment to the 2020-21 Operating Budget (Budget Amendment No. 3), providing for supplemental appropriation of funds in the Narcotic Seizure Fund; and providing an effective date.

At the April 19, 2021 Work Session, Council considered an amendment to the 2020-2021 Adopted Budget to appropriate funds in the amount of \$15,000 in the Narcotic Seizure Fund to supply doses of Narcan Nasal Spray for Police Officers.

5. **APPROVED Ordinance No. 7219** authorizing an amendment to the 2020-21 Operating Budget (Budget Amendment No. 4), providing for supplemental appropriation of funds in the General Fund, Public Health Grant Fund, Economic Development Fund, Electric Utility Fund, Water Utility Fund, Wastewater Utility Fund, Environmental Waste Services Fund, Firewheel Fund, Stormwater Utility Fund, Group Health Insurance Fund, Self Insurance Fund, Information Technology Fund, Facilities Management Fund, Hotel/Motel Tax Fund, Housing Assistance Fund, Community Development Block Grant Fund, Fair Housing Grant Fund, Infrastructure Repair and Replacement Fund, Downtown TIF Fund, and providing an effective date.

At the May 3, 2021 Work Session, Council considered an amendment to the 2020-21 Adopted Budget to appropriate funds in the amount of \$2.5 million to provide a one-time, lump sum payment to City employees.

6. **APPROVED Ordinance No. 7220** providing for the refunding of Electric System Subordinate Lien Revenue Notes, Taxable Series 2021 and Electric Utility System Commercial Paper Notes, Series 2018, appointing a pricing officer and delegating to the pricing officer the authority to approve on behalf of the City the terms of sale of refunding bonds, and establishing parameters for the approval of such matters by the pricing officer.

Refunding Electric System Subordinate Lien Revenue Notes, Taxable Series 2021 and Electric Utility System Commercial Paper Notes, Series 2018, appointing a pricing officer and delegating to the pricing officer the authority to approve on behalf of the City the terms of sale of refunding bonds, and establishing parameters for the approval of such matters by the pricing officer.

7. **APPROVED Council approved the allocation of Community Development Block Grant, HOME Infill Grant and the Emergency Solutions Grant Programs for Fiscal Year 2021-2022**

Staff recommends approval of the allocation of grant funding for Fiscal Year 2021-2022.

8. **APPROVED Resolution No. 10486** of the City of Garland finding that Oncor Electric Delivery Company, LLC's application for approval of a Distribution Cost Recovery Factor pursuant to 16 Tex. Admin. Code 25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; requiring notice of this resolution to the company and legal counsel; and setting an effective date.

Council approved a resolution denying the Oncor Rate Case Application.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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9. Hold public hearings on:

- a. APPROVED Consider a Zoning [Planned Development] request by Maxwell Fisher on behalf of Embree Eastside, Ltd. (Palladium USA International, Inc.) to construct an apartment complex with 107 dwelling units. This property is located at 1010 State Highway 66 in District 2.**

Consideration of the application of Maxwell Fisher on behalf of Embree Eastside, Ltd. (Palladium USA International, Inc.), requesting approval of a Change in Zoning from Community Retail (CR) District to a Planned Development (PD) District for Multi-Family Use. This property is located at 1010 State Highway 66. (File No. Z 21-06, District 2)

Mayor LeMay requested to take action on all related items at the same time; Deputy Mayor Pro Tem Morris concurred.

The Staff report was presented by Will Guerin, Director of Planning. Speakers on this item were Maxwell Fisher and Avis Chaisson for the applicant.

There was inquiry and discussion by the Council. Council Member Aubin asked Brad Neighbor, City Attorney, if a zoning change is premature, because the tax credits may to be approved? Mr. Neighbor explained no zoning is permanent until vested; it can be rezoned if the State application is not approved. Council Member Aubin expressed concern that, if approved, the project may be very different if the Texas Department of Housing & Community Affairs funding is not approved and the property is developed by another entity. Mr. Neighbor further explained, if another applicant proceeds with the project, they must build it according to the existing detail plan. He reminded the Council there is a general provision in the granting ordinance, if promises are made with respect to the application, those commitments become part of the approval, unless the applicant comes back requesting a change.

Additional speakers were: Sandi Bennett, Ashley Fuller, Paola Prado, Kim Parker, Palladium USA Development Partner, Jessica Salmeron, Keith Pomykal and The Honorable Annie Dickson.

Deputy Mayor Pro Tem Morris provided additional comments in support of the project. Council Member Williams thanked Palladium for their work on the existing project in District 4.

Motion was made by Deputy Mayor Pro Tem Morris to approve the Zoning and Detail Plan as presented, seconded by Council Member McNeal. Motion carried:

Vote: 8 ayes - 0 nays

- b. APPROVED Consider a Detail Plan request by Maxwell Fisher on behalf of Embree Eastside, Ltd. (Palladium USA International, Inc.) to construct an apartment complex with 107 dwelling units. This site is located at 1010 State Highway 66 in District 2.**

Consideration of the application of Maxwell Fisher on behalf of Embree Eastside, Ltd. (Palladium USA International, Inc.), requesting approval of a Detail Plan for Multi-Family Use. This property is located at 1010 State Highway 66. (File No. Z 21-06, District 2)

Mayor LeMay recessed the meeting at 8:15 p.m.

Mayor LeMay reconvened the meeting at 8:25 p.m.

- c. APPROVED Consider a Major Waiver request by Good Samaritans of Garland, to build a 2,700 square-foot food pantry building with restrooms and an office to replace an existing pantry. This property is located at 212 and 214 North Twelfth Street in District 2.**

Consideration of the application of Good Samaritans of Garland, requesting approval of a Major Waiver of a 2,700 square-foot building for an existing Social Service Facility/Agency on a property zoned Downtown (DT) District, InTown Residential (North) Sub-District. This property is located at 212 and 214 North Twelfth Street. (File No. DD 20-03, District 2)

Mayor LeMay requested to take action on all related items together; Deputy Mayor Pro Tem Morris concurred.

The staff report was presented by Will Guerin, Director of Planning.

There were questions for the staff from Council.

The Honorable Lori Dodson, former Mayor of Garland, gave the presentation for the applicant.

Deputy Mayor Pro Tem Morris began the Council discussion; The Honorable Lori Dodson responded to her questions and other Council inquiries. Council Member Williams requested Chief Bryan comment on police activity (calls for service) at and around Good Samaritans. Council Member Hedrick expressed concern that an approval of this request will codify the legal non-conforming use.

Council Member Smith asked if the permit could be written to eliminate this use when the applicant leaves the location. Brad Neighbor explained the request is not a Special Use Provision, but a Major Waiver to reconfigure a non-conforming use to a conforming use; it can be conditioned, but there is no mechanism to connect it to Good Samaritans. Council Member Smith asked if a first right of refusal can be given to the City upon sell; Mr. Neighbor responded, no.

Speakers on this item were: Robert Smith, Russell Duckworth, Chair, Good Samaritans Board of Directors, Janet Hajek, Zraael Castillo and Richard Hargrove. The Honorable Lori Dodson and Pam Swendig, Executive Director, Good Samaritans, addressed concerns from the neighbors and other speakers.

There were additional Council inquiries and discussion.

Deputy Mayor Pro Tem Morris opined in advance of her motion. Motion was made by Deputy Mayor Pro Tem Morris to approve the Waiver with conditions limiting operations to the core mission :

1. Limit operations to food pantry services only, with collection storage and free distribution of food.
2. Food provided for off-site consumption only.
3. Mobile or transitory services not directly related to the distribution of food, such as: portable showers, laundry, medical, counseling and other social services are prohibited.
4. Hours of operation are Monday through Friday, 9 a.m. to 5 p.m.
5. Outdoor amplified sound devices are prohibited.

seconded by Council Member Williams.

Council Member Smith stated he could not support the motion as stated with conditions 2 and 4. Council Member Aubin had concerns with the hours of operations, requesting Good Samaritans comment on this condition. Council Member Hedrick asked if there are enforcement mechanisms for the conditions; Mr. Neighbor stated it could be enforced as a violation of the Major Waiver, that being a citation enforcement. Deputy Mayor Pro Tem Morris explained there are more hours included in her motion and she is open to amend the hours of operation and the use of outdoor amplified sound devices being allowed with permits for special events. Council Member Williams concurred with the amendments. Mayor LeMay restated the conditions, striking the hours of operation and including outdoor amplified sound with a permit.

Motion was made by Council Member Smith to amend, striking condition 2, Food for off-site consumption only, seconded by Council Member Aubin, motioned carried:

Vote: 6 ayes (Mayor LeMay, Council Members McNeal, Aubin, Vera, Hedrick and Smith)

2 nays (Deputy Mayor Pro Tem Morris and Council Member Williams)

Mayor LeMay restated the main motion, with amendments. Motion carried:

Vote: 8 ayes, 0 nays

- d. **APPROVED** Consider a Downtown Development Plan request by Good Samaritans of Garland, to build a 2,700 square-foot food pantry building with restrooms and an office to replace an existing pantry. This property is located at 212 and 214 North Twelfth Street in District 2.

Consideration of the application of Good Samaritans of Garland, requesting approval of a Downtown Development Plan for a 2,700 square-foot food pantry building with storage, restrooms and office use. This property is located at 212 and 214 North Twelfth Street. (File No. DD 20-03, District 2)

10. **Citizen comments:** Joshua Garcia

11. **Adjourn:** There being no further business to come before the City Council, Mayor LeMay adjourned the meeting at 10:17 p.m.

Submitted By:

Scott LeMay, Mayor

Eloyce René Dowl, City Secretary



GARLAND

MINUTES

The City Council of the City of Garland convened in special session at 7 p.m. on Tuesday, May 11, pursuant to Section 551.045, by telephone or internet in Garland, Texas, with the following members present:

Present: Mayor Scott LeMay
Mayor Pro Tem Jerry A. Nickerson
Deputy Mayor Pro Tem Deborah Morris
Council Member Ricky McNeal
Council Member Rich Aubin
Council Member Dylan Hedrick
Council Member Robert John Smith

Absent: Council Member Robert Vera

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

1. **CANVASSING OF MAY 1 RESULTS AND SWEARING IN**

Mayor LeMay called the meeting to order at 7 p.m.

1. Consider an ordinance canvassing the results of a General Election for the purpose of electing a Mayor and Council Members to Districts 3, 6, 7, 8 and a Special Election to fill the vacancy in District 1 of the City of Garland, Texas; declaring the results of that election; and providing an effective date.

Motion was made by Council Member McNeal to canvass the May 1 General Election results, seconded by Council Member Smith. Council Member Vera was not present for the vote. Motion carried:

Vote: 8 ayes, 0 nays adopting **Ordinance No. 7122** canvassing the May 1, 2021 election results.

2. **Conduct the virtual swearing in of Mayor and Council Members for Districts 6, 7, 8 and the Special Election for the vacancy in District 1.**

The videotaped swearing in and farewell speeches were presented in the following order:

Mayor LeMay was sworn in by his wife Tiffany LeMay. He thanked his supporters, family and friends for their encouragement; thanking the candidates for their togetherness and great attitudes. He made comments related to the success of the ongoing 2019 Bond Program and focusing on the future.

Council Member McNeal, District 1, presented farewell remarks.

Council Member Bass, District 1, was sworn in by his son Preston and thanked the citizens of his district for allowing him to serve.

There was no swearing in for District 3 because the May 1 Election resulted in a runoff election that will take place on June 5.

Council Member Robert Vera, District 6, was sworn in by his wife, Jeanne Vera. Council Member Vera thanked his constituents for having confidence in him and stated he believes the City is moving in the right direction with this Council.

Council Member Dylan Hedrick, District 7, was joined by his wife Katie, daughters Elissa and Kara. He was sworn in by his wife. He reviewed some of the challenges that have occurred during his time on the Council. He praised Garland for coming together as a community during those difficult times. He further commented on his continued support of the 2019 Bond Program, Police, Fire, First Responders and economic growth. He thanked his family and his constituents for their support.

Council Member Robert John Smith, District 8, was sworn in by Mr. Brian Hayes and Mr. David Skuza. He commented on the challenges of the past two years and praised Garland for stepping up to those challenges. He recapped the progress of the 2019 Bond Program and accomplishments that are ongoing. He thanked his constituents for the privilege to serve.

Mayor LeMay congratulated the Council Members that were sworn in and thanked Council Member McNeal for his service. He announced the upcoming June 5, District 3 runoff election, between Ed Moore and P C Mathew.

He opened the floor for public comments; there were no speakers.

2. **ADJOURN:** There being no further business to come before the City Council, Mayor LeMay adjourned the special meeting at 7:21 p.m.

Submitted By:

Scott LeMay, Mayor

Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. a.

Meeting Date: 05/18/2021

Item Title: Keele Drive Wastewater Main Replacement

Submitted By: Wes Kucera, Managing Director

Bid Number: 0893-20

Purchase Justification:

This request is to approve a Change Order for the Keele Drive Wastewater Main Replacement. The Change Order is necessary because of additional concrete street panel removal and replacement work that was completed along Keele Drive and Shadwell Drive. Additionally, this work was incorporated into the project due to failed concrete street panels within the Keele Drive Wastewater Main Replacement project area.

Evaluation:

Aushill Construction, LLC, was awarded the original PO 30545 in the amount of \$297,053.02 at the July 21, 2020, City Council Meeting.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Aushill Construction, LLC	All	\$176,827.66
TOTAL:		\$176,827.66

Basis for Award: Change Order

Purchase Requisition #: 45277

Fiscal Impact

Total Project/Account:	\$31,602,243
Expended/Encumbered to Date:	21,193,122
Balance:	\$10,409,121
This Item:	176,828
Proposed Balance:	\$10,232,293

Account #:

831-4693-7111

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2020-21

Document Location: Oper. Budget - Page 211

Budget Director Approval: Allyson Bell Steadman

Approval Date: 05/06/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/05/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. b.

Meeting Date: 05/18/2021

Item Title: TMPA Keith Switch to Steep Hollow Transmission Line Overhead Hardware

Submitted By: Steve Martin, Transmission Director

Bid Number: 0611-21

Purchase Justification:

This request is for the purchase of overhead hardware needed for the rebuild of the Keith Switch to Steep Hollow Transmission Line. This is part of the approved TMPA Keith Switch to Steep Hollow Transmission Line Rebuild CIP project and will be reimbursed at 100%. 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. Three (3) bids were received and evaluated with KBS Electrical Distributors, Inc., submitting the Straight Low Bid.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
KBS Electrical Distributors, Inc.	All	\$142,098.23
Optional Contingency		14,209.82
TOTAL:		\$156,308.05

Basis for Award: Straight Low Bid

Purchase Requisition #: 45034

Fiscal Impact

Total Project/Account:	\$12,800,000
Expended/Encumbered to Date:	9,729,283
Balance:	\$3,070,717
This Item:	156,308
Proposed Balance:	\$2,914,409
Account #:	215-3542-3127101-6051

Fund/Dept/Project – Description and Comments:

Electric CIP / TMPA Transmission Lines Program

AttachmentsBid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: CIP - Page 284

Budget Director Approval: Allyson Bell Steadman

Approval Date: 05/05/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/04/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. c.

Meeting Date: 05/18/2021

Item Title: Forest Lane, Buckingham and Country Club Road Water and Wastewater Mains Replacement

Submitted By: Wes Kucera, Managing Director

Bid Number: 0787-21

Purchase Justification:

This request is to obtain professional engineering services for replacing water and wastewater lines between Forest Lane North and Forest Lane South from S. Garland Avenue to Duck Creek, Buckingham Road (Northstar Plaza) from Old Mill Run to N. Garland Avenue and N. Country Club Road from Pleasant Valley Road to Bosque Drive.

Evaluation:

Lam Consulting Engineering was selected as the Most Qualified firm for this project from RFQ-0960-19. Lam Consulting Engineering has demonstrated a high level of competence on previous similar projects including Ridgewood, Vista, Celeste Alley, and Forestbrook Wastewater Mains Replacement.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	Lam Consulting Engineering	All	\$131,800.00
		TOTAL:	\$131,800.00

Basis for Award: Most Qualified

Purchase Requisition #: 45279

Fiscal Impact

Total Project/Account:	\$5,244,931
Expended/Encumbered to Date:	3,733,755
Balance:	\$1,511,176
This Item:	131,800
Proposed Balance:	\$1,379,376
Account #:	220-4049-3020700-7101 & 235-4149-3212400-7101

Fund/Dept/Project – Description and Comments:

Water CIP / Upgrade Undersized Water Mains	\$ 52,720
Wastewater CIP / Infiltration Correction - Various	79,080
Total	\$131,800

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: Pages 241 & 257

Budget Director Approval: Allyson Bell Steadman

Approval Date: 05/07/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/07/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. d.

Meeting Date: 05/18/2021

Item Title: GP&L McCree Substation Upgrade for Autotransformer Addition - Engineering

Submitted By: Steve Martin, Transmission Director

Bid Number: 0877-19

Purchase Justification:

This request is to approve a Change Order for additional engineering design and services to accommodate changes to the construction sequence plan due to outage coordination delays. Engineer will also provide relay setting updates for remote end relays and model changes. This is part of the approved McCree Substation Autotransformer CIP project.

Evaluation:

Black & Veatch was awarded the original PO 28703 in the amount of \$881,100 at the May 21, 2019, City Council Meeting.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	Black & Veatch	All	\$287,980.00
		TOTAL:	\$287,980.00

Basis for Award: Change Order

Purchase Requisition #: 45273

Fiscal Impact

Total Project/Account:	\$24,296,000
Expended/Encumbered to Date:	14,933,773
Balance:	\$9,362,227
This Item:	287,980
Proposed Balance:	\$9,074,247
Account #:	210-3799-3178401-7111

Fund/Dept/Project – Description and Comments:

Electric CIP / Substations Upgrades Program

AttachmentsBid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: CIP - Page 290

Budget Director Approval: Allyson Bell Steadman

Approval Date: 05/06/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/05/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. e.

Meeting Date: 05/18/2021

Item Title: Naaman School Road Overhead Distribution Reconstruction - Tubular Steel Structures and Materials

Submitted By: Jonas Whitehead, Distribution Director

Bid Number: 0714-21

Purchase Justification:

This request is for the purchase of tubular steel monopoles and materials needed for the relocation of overhead distribution facilities along Naaman School Road as a result of street widening.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated. Texas Electric Cooperatives, Inc., did not provide pricing for line items DM116 through DM223 and is, therefore, deemed nonresponsive. Techline, Inc., is the Lowest Responsible Bidder meeting all requirements of the specifications.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Techline, Inc.	All	\$197,519.66

TOTAL: \$197,519.66

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 45170

Fiscal Impact

Total Project/Account:	\$7,535,197
Expended/Encumbered to Date:	2,727,654
Balance:	\$4,807,543
This Item:	197,520

Proposed Balance: \$4,610,023
Account #: 210-3299-3153201-7111
Fund/Dept/Project – Description and Comments:
Electric CIP / Distribution Lines - Overhead Program

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: CIP - Page 287

Budget Director Approval: Allyson Bell Steadman

Approval Date: 05/05/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/05/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. f.

Meeting Date: 05/18/2021

Item Title: GP&L Underground Maintenance and Construction

Submitted By: Jonas Whitehead, Distribution Director

Bid Number: 1070-17

Purchase Justification:

This request is to approve a Change Order to add funds to the GP&L Underground Maintenance and Construction Term Contract. The additional funding will allow the work to continue until a new contract can be solicited and awarded.

Evaluation:

Infratech Corporation was awarded the original Blanket Order 8267 in the amount of \$750,000 at the October 17, 2017, City Council Meeting.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Infratech Corporation	All	\$225,000.00
TOTAL:		\$225,000.00

Basis for Award: Change Order

Purchase Requisition #: 45317

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$225,000
Proposed Balance: N/A
Account #: 451-6999
Fund/Dept/Project – Description and Comments:

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

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget
CIP

Fiscal Year: 2020-21

Document Location: Oper. Budget - Page 233 and CIP - Page 289

Budget Director Approval: Allyson Bell Steadman Approval Date: 05/05/2021

Purchasing Director Approval: Gary L. Holcomb Approval Date: 05/05/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. g.

Meeting Date: 05/18/2021

Item Title: Materials for King Mountain to Queen Bess 345kV Transmission Line

Submitted By: Steve Martin, Transmission Director

Bid Number: 0672-21

Purchase Justification:

This request is for the purchase of materials needed for the construction of the King Mountain to Queen Bess 345kV Transmission line. This is part of the approved Queen Bess Transmission Line 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. Two (2) bids were received and evaluated. KBS Electrical Distributors, Inc., quoted several unapproved alternates and is, therefore, deemed nonresponsive. Techline, Inc., is the Lowest Responsible Bidder meeting all requirements of the specifications.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	Techline, Inc.	All	\$129,194.73
	Optional Contingency		12,919.47
		TOTAL:	\$142,114.20

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 45120

Fiscal Impact

Total Project/Account: \$3,574,000
Expended/Encumbered to Date: 1,175,977
Balance: \$2,398,023
This Item: 142,114

Proposed Balance: \$2,255,909
Account #: 210-3599-3145201-6051
Fund/Dept/Project – Description and Comments:
Electric CIP / Transmission Lines Program

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: CIP - Page 284

Budget Director Approval: Allyson Bell Steadman

Approval Date: 05/05/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/05/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. h.

Meeting Date: 05/18/2021

Item Title: Cayenta Finance System Upgrade

Submitted By: Steven Niekamp, Chief Information Officer

Bid Number: 0819-21

Purchase Justification:

The City's Finance Department has requested an upgrade to the Cayenta Financial Management System to maintain support with the current version and to implement enhanced product functionality.

Evaluation:

Cayenta is the Sole Source vendor for the software support and maintenance.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	Cayenta	All	\$146,960.00
TOTAL:			\$146,960.00

Basis for Award: Sole Source

Purchase Requisition #: 45324

Fiscal Impact

Total Project/Account: \$146,960
Expended/Encumbered to Date: 0
Balance: \$146,960
This Item: 146,960
Proposed Balance: \$0
Account #: 415-4599-2344421-9029
Fund/Dept/Project – Description and Comments:

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2020-21

Document Location: Pages 317 & 318

Budget Director Approval: Allyson Bell Steadman

Approval Date: 05/06/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/06/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. i.

Meeting Date: 05/18/2021

Item Title: Radio Module Encoder Receiver Transmitter Replacement

Submitted By: Wes Kucera, Managing Director

Bid Number: 0816-21

Purchase Justification:

This request is for the purchase of Itron 500W Encoder Receiver Transmitter (ERT) End-Point Devices for reading water meters. Customer Service utilizes Itron equipment for reading water meters and electric meters. This approval is for a Term Agreement with four (4) optional renewals.

Evaluation:

Republic Meter, Inc., is the Sole Source provider for the Itron 500W ERT.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Republic Meter, Inc.	All	\$997,500.00
TOTAL:		\$997,500.00

Basis for Award: Sole Source

Purchase Requisition #: 45314

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$997,500
Proposed Balance: N/A
Account #: 451-6999
Fund/Dept/Project – Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to the Water CIP Radio Read Water Meter Retrofit project as incurred.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: Page 243

Budget Director Approval: Allyson Bell Steadman

Approval Date: 05/06/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/06/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. j.

Meeting Date: 05/18/2021

Item Title: GP&L/TMPA McCree Substation Control Cable

Submitted By: Steve Martin, Transmission Director

Bid Number: 0818-21

Purchase Justification:

This request is for the purchase of control cable for both the GP&L and TMPA portions of the McCree Substation. This is part of the approved GP&L McCree Substation Autotransformer and TMPA McCree Substation Equipment Installation CIP projects. TMPA expenses will be reimbursed at 100%.

Evaluation:

The control cable is available from Graybar through the Omnia Partners Cooperative Purchasing Contract EV2370.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	Graybar	All	\$204,237.00
		TOTAL:	\$204,237.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 45301

Fiscal Impact

Total Project/Account:	\$25,940,500
Expended/Encumbered to Date:	15,653,221
Balance:	\$10,287,279
This Item:	204,237
Proposed Balance:	\$10,083,042
Account #:	215-3542-3126701-6051, 210-3799-3178401-6051

Fund/Dept/Project – Description and Comments:Electric CIP / GP&L and TMPA Substations Upgrades Programs

AttachmentsBid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: CIP - Page 290

Budget Director Approval: Allyson Bell Steadman

Approval Date: 05/05/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/05/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. k.

Meeting Date: 05/18/2021

Item Title: GP&L King Mountain to Queen BESS 345kV Transmission Line Monopoles

Submitted By: Steve Martin, Transmission Director

Bid Number: 0669-21

Purchase Justification:

This request is for the purchase of steel transmission poles and associated apparatus needed for the construction of the King Mountain to Queen BESS 345kV transmission line. This is part of the approved Queen BESS Transmission Line 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. Seven (7) bids were received and evaluated. Texas Electric Cooperatives did not include the specified step bolts in their total price and is, therefore, deemed nonresponsive. Grid Structures submitted a bid for metalized structures instead of galvanized structures as specified and is, therefore, deemed nonresponsive. Techline, Inc., is the Lowest Responsible Bidder meeting all requirements of the specifications.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Techline, Inc.	All	\$573,330.00
Optional Contingency		57,333.00
TOTAL:		\$630,663.00

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 45121

Fiscal Impact

Total Project/Account: \$3,574,000

Expended/Encumbered to Date: 545,314

Balance: \$3,028,686
This Item: 630,663
Proposed Balance: \$2,398,023
Account #: 210-3599-3145201-6051
Fund/Dept/Project – Description and Comments:
Electric CIP / Transmission Lines Program

Attachments

Bid Recap 1 of 2
Bid Recap 2 of 2

Fiscal Reference:
Budget Type: CIP
Fiscal Year: 2021
Document Location: CIP - Page 284

Budget Director Approval:	Allyson Bell Steadman	Approval Date: 05/06/2021
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 05/05/2021



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. a.

Meeting Date: 05/18/2021

Item Title: Z 21-06 Maxwell Fisher on behalf of Embree Eastside, Ltd. (Palladium USA International, Inc.) (District 2)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 21-06 Maxwell Fisher on behalf of Embree Eastside, Ltd. (Palladium USA International, Inc.)

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 21-06 Ordinance

Z 21-06 Exhibit A

Z 21-06 Exhibit B

Z 21-06 Exhibits C-E

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) A CHANGE IN ZONING FROM COMMUNITY RETAIL (CR) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT FOR MULTI-FAMILY USE AND 2) A DETAIL PLAN FOR MULTI-FAMILY USE ON A 4.180-ACRE TRACT OF LAND LOCATED AT 1010 STATE HIGHWAY 66; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 12th day of April, 2021, the Plan Commission did consider and make recommendations on a certain request for 1) a Change in Zoning from Community Retail (CR) District to a Planned Development (PD) District for Multi-Family Use and 2) a Detail Plan for Multi-Family Use by **Maxwell Fisher on behalf of Embree Eastside, Ltd. (Palladium USA International, Inc.)**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving 1) a Change in Zoning from Community Retail (CR) District to a Planned Development (PD) District for Multi-Family Use and 2) a Detail Plan for Multi-Family Use on a 4.180-acre tract of land located at 1010 State Highway 66 and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

FILE NO. Z 21-06

PASSED AND APPROVED this _____ day of _____,
2021.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 21-06

BEING a 4.180-acre tract of land situated in the City of Garland, in the Elizabeth Crockett Survey, Abstract No. 227 of Dallas County, Texas and being a part of Lot 1, Block 1 of Canaan Christian Church Addition, an addition to the City of Garland, according to the plat thereof, recorded in Volume 2003251, Page 391, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) and as described in a Special Warranty Deed (With Vendor's Lien) to Canaan Christian Church of Garland, recorded in Volume 2001176, Page 10730, Deed Records, Dallas County, Texas (D.R.D.C.T.) and said parcel of land being more particularly described by metes & bounds as follows:

BEGINNING at a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "RSGI RPLS 5034", found for the northeast corner of the above described Lot 1, Block 1 at the intersection of the south right-of-way line of Commerce Street (a 90' wide public right-of-way at this point) and the west line of a 15' wide alley on the northwesterly line of Block 1 of Glynnhill Estates, an addition to the City of Garland, according to the plat thereof, recorded in Volume 41, Page 231, Map Records, Dallas County, Texas (M.R.D.C.T.);

THENCE: South 27 deg. 43 min. 10 sec. East, departing from said Commerce Street, along the common line of said Lot 1, Block 1 and said alley, a distance of 380.27 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "RSGI RPLS 5034", found for the easterly southeast corner of said Lot 1, Block 1;

THENCE: South 33 deg. 31 min. 49 sec. West, continuing along said common line, a distance of 15.22 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "RSGI RPLS 5034", found for the most southerly southeast corner of said Lot 1, Block 1;

THENCE: South 88 deg. 43 min. 34 sec. West, continuing along the south line of said Lot 1, Block 1 and the north line of said 15' wide alley, a distance of 618.52 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the southwest corner of this hereinafter described parcel of land;

THENCE: North 00 deg. 52 min. 57 sec. West, departing from said alley, over and across said Lot 1, Block 1, a distance of 133.46 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the most westerly northwest corner of this parcel of land;

THENCE: North 89 deg. 07 min. 03 sec. East, continuing across said Lot 1, Block 1, a distance of 44.81 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for an inside ell corner of this parcel of land;

ZONING FILE NUMBER Z 21-06

THENCE: North 00 deg. 52 min. 57 sec. West, continuing across said Lot 1, Block 1, a distance of 214.98 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set on the north line of said Lot 1, Block 1, for most northerly northwest corner of this parcel of land, on the south right-of-way line of State Highway 66, according to the right-of-way dedication recorded in Volume 69158, Page 1707, D.R.D.C.T.;

THENCE: North 89 deg. 07 min. 03 sec. East, along the common line of said State Highway 66 and said Lot 1, Block 1, a distance of 94.43 feet to a 1/2 inch iron rod found for an angle corner;

THENCE: North 62 deg. 15 min. 07 sec. East, continuing along the common line of said State Highway 66 and said Lot 1, Block 1, a distance of 17.76 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "RSGI RPLS 5034", found for corner at the intersection of the southeasterly right-of-way line of said State Highway 66 and the south right-of-way line of the above described Commerce Street;

THENCE: North 89 deg. 11 min. 18 sec. East, along the common line of said Lot 1, Block 1 and said Commerce Street, a distance of 300.36 feet to the POINT OF BEGINNING and containing 182,086 square feet or 4.180 acres of land.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 21-06

1010 State Highway 66

I. Statement of Purpose: The purpose of this Planned Development is to approve a multi-family development.

II. Statement of Effect: This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.

III. General Regulations: All regulations of the Multi-Family (MF) District as set forth in Chapter 2 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

Detail Plan: Development shall be in general conformance with the Detail Plan labeled Exhibit C through Exhibit E. In the event there is conflict between the approved Detail Plan and the Specific Regulations below, the Specific Regulations shall apply.

V. Specific Conditions:

A. Permitted Uses: Land Uses are only permitted as in the Multi-Family (MF) District.

B. Site Plan: The site layout, building placement, parking and other development proposed shall be in general conformance with the approved Site Plan labeled Exhibit C.

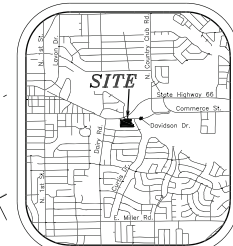
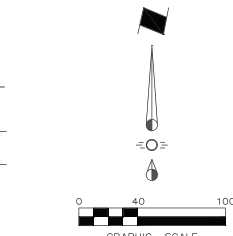
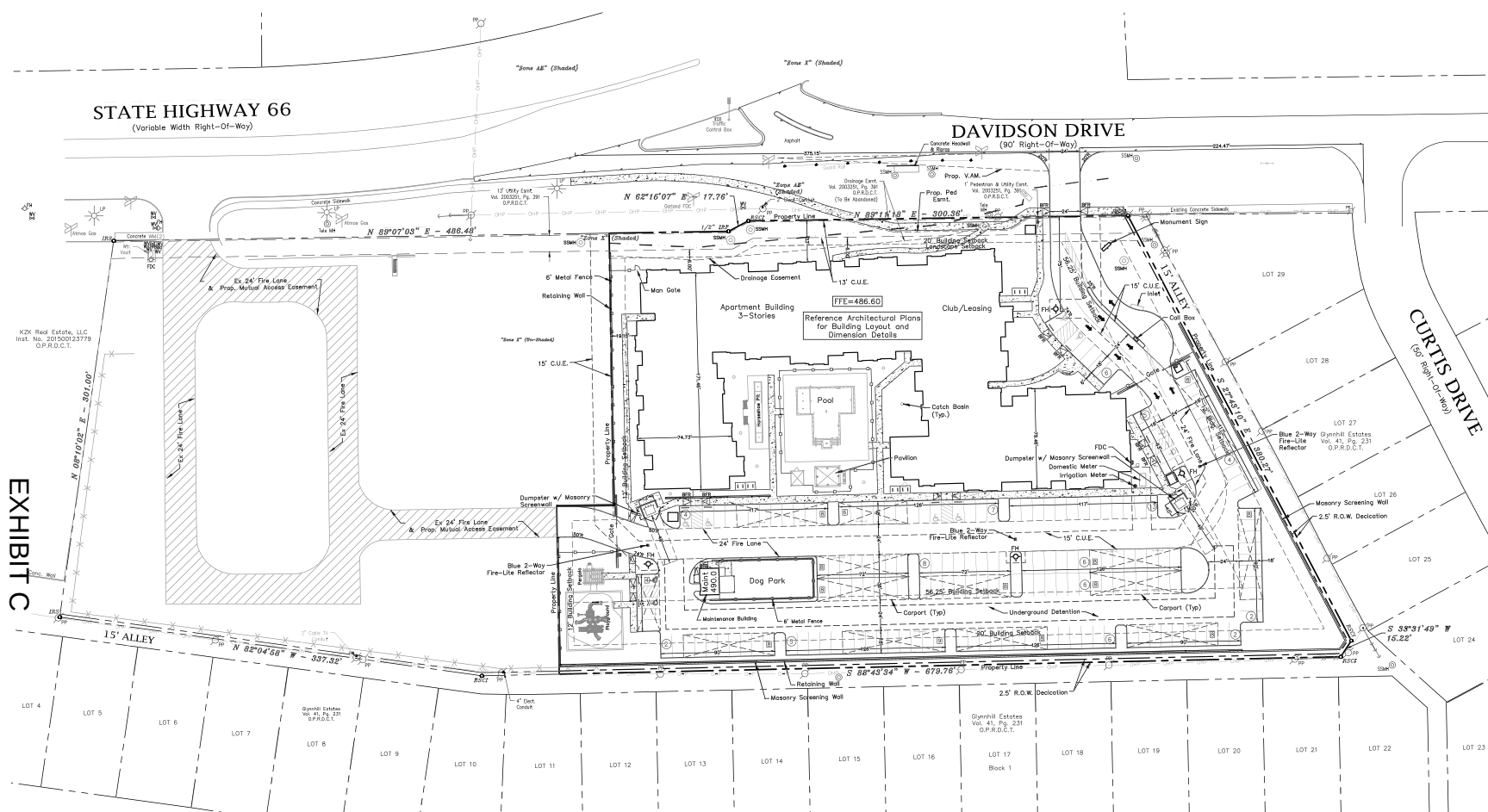
C. Building Height: The maximum height shall be forty-five (45) feet.

D. Density: The maximum density for this development shall be twenty-seven (27) dwelling units per acre.

E. Dwelling Units: A maximum of 107 dwelling units shall

be permitted.

- F. Amenities: Amenities shall be provided as shown on the Exhibits C and D.
- G. Carports: The carport structures located at the east and south of the property are allowed to encroach into the setbacks.
- H. Landscape Plan: Screening and landscaping shall be in general conformance with the landscape plan labeled Exhibit D.
- I. Elevations: Building Elevations shall be in general conformance with the elevations labeled Exhibit E.
- J. Access: The access at the western perimeter through the Canaan Christian Church property along State Highway 66 shall be for emergency purposes only.



VICINITY MAP
NTS

- LEGEND**
- Firelane
 - Proposed Sidewalk
 - Ex. Fire Lane
 - Masonry Screen Wall
 - Wheel Stop Typical
 - Existing Fire Hydrant
 - Proposed Fire Hydrant
 - Barrier Free Ramp
 - Carport
 - Transformer
 - Blue 2-way Fire-Lite Reflector
Ref. City of Garland Installation Detail

EXHIBIT C

SITE DATA TABLE						
Zoning:						
Proposed PD	Multi-Family					
Gross Lot Area:	4.18 Acres =	182,086 SF				
25' ROW Dedication	0.028 Acres =	2,330 SF				
100-Year Floodplain Area	0.028 Acres =	1,223 SF				
Net Lot Area:	4.094 Acres =	179,536 SF				
Total Units:	107	Units				
Density:	26.14	Units/Acre				
Unit Information:						
	Floor Area (SF)	# Units	Bedrooms	% of Units	Total Area (SF)	
Unit Type A1	864	65	1-Bedroom	60.7%	52,360	
Unit Type B1	960	28	2-Bedroom	26.17%	26,880	
Unit Type B2	1,005	8	2-Bedroom	7.48%	8,040	
Unit Type C1	1,184	6	3-Bedroom	5.61%	6,984	
Avg Size:	880					
Total:	107					
Building Information:						
	Allowable Building Height	40'-0"	Floor Area (SF)	# of Floors		
Building						
1st Floor			38,394			
2nd Floor			42,770			
3rd Floor			42,770			
Total:			123,934			
Clubhouse			4,600	1		
Maintenance Building			322	1		
Total Building Area:			132,856			

Leisure Area Information:		Parking Requirements:	
Pool Area	(SF)	Required	# of Units Parking
Surface Water	3,300	1.5 Space for 1 Bed	65
Pool Deck	3,320	2 Space for 2 Bed/3 Bed	42
Total Pool Area:	4,530	Note: Required parking includes ADA Spaces	Total: 307
Pool Deck	620		382
Dog Park	2,000		
Play Ground	2,100		
Total Leisure Area:	5,250		
Lot Coverage:		Parking Provided:	
Floor to Area Ratio (FAR)	0.12	185 Spaces - includes 10 ADA Spaces	
Impervious Percentage:	38.07%		
Open/Recreational Area	1.19		
Open/Recreational Percentage	41.53%		

CITY BENCHMARKS USED FOR CONTROL

GPS-30 = City of Garland monument being a 2" brass disk stamped 30, in the southeast corner of a concrete curb inlet located on south side of East Marguerita Drive at the intersection of Dairy Road.
Elev. = 520.25

SITE BENCHMARKS

BM-1 = "X" in top of concrete curb on the north side of the driveway at the east end, south of the main building of the subject property.
Elev. = 496.40

BM-2 = "X" in southern edge of concrete sidewalk, on the south side of State Highway 66 at the east end of the sidewalk, on the east side of the entrance to the subject property.
Elev. = 480.50

Note:
The Screening Wall Shall Meet or Exceed the Structural Integrity of the City's Standard Screening Wall Details and Comply to GDC 4.38.A.1.

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.

Issue Dates:	Revisions:	Date:
1 02/22/2021	1	
2 03/09/2021	2	
3 03/29/2021	3	
4	4	
5	5	
6	6	

CROSS ENGINEERING CONSULTANTS

1701 W. Virginia Street
972.562.4489

McKinney, Texas 75069
Texas P.E. Firm No. F-9035

Drawn By:

Checked By:

Scale:

C.E.C.L.

C.E.C.L.

1"=40'

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF CASEY R. MCBROOM, P.E. NO. 110104 ON 03/29/2021. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.	SITE PLAN		Sheet No.
	EMBREE EASTSIDE		SP
	BY PALLADIUM		
	EMBREE EASTSIDE, LTD.		
	CITY OF GARLAND, TEXAS		Project No. 201121

DEVELOPER:
Embrée Eastside, Ltd.
13455 Noel Rd., Suite 400
Dallas, Texas 75240
Phone (972) 774-4450
Contact: Scott E. Johnson

ENGINEER:
Cross Engineering Consultants, Inc.
131 S. Tennessee St.
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jonathan Hake, P.E.

ARCHITECT:
HDK Architects
4595 Excel Parkway
Addison, Texas 75001
Phone (214) 520-8878
Contact: Erik Emlaw

SURVEYOR:
Ringley & Associates
4595 Excel Parkway
Addison, Texas 75069
Phone (972) 542-1266
Fax (972) 542-8682
Contact: Lawrence Ringley

CASE NUMBER: 210128-2

EMBREE EASTSIDE BY PALLADIUM

SITE INFORMATION:

ZONING: CR DISTRICT
TOTAL LOT AREA: 162,086 S.F. (4.18 ACRES)
PROPOSED USE: MULTI-FAMILY 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
162,086 S.F. X 40% = 72,835 S.F. LANDSCAPE AREA

PROVIDED: 74,060 + S.F. (41%) LANDSCAPE AREA

SOUTH PROPERTY LINE (816' L.F.):

REQUIRED: MIN. 6' HT. MASONRY WALL + (1) TREE PER 25' L.F.
816' L.F. / 25 = 33

PROVIDED: 6' HT. MASONRY WALL + (5) LARGE TREES AND (24) ORNAMENTAL TREES

EAST PROPERTY LINE (396' L.F.):

REQUIRED: MIN. 6' HT. MASONRY WALL + (1) TREE PER 25' L.F.
396' L.F. / 25 = 16

PROVIDED: 6' HT. MASONRY WALL + (16) TREES

REQUIRED: MAXIMUM 75% OF LANDSCAPE BUFFER IN TURF (3,627 S.F. X 75% = 2,720 S.F.)
MINIMUM 25% OF LANDSCAPE BUFFER IN PLANTING (3,627 S.F. X 25% = 907 S.F.)

PROVIDED: 2,630 S.F. TURF (73%), 997 S.F. GROUNDCOVER & SHRUBS (27%)

REQUIRED: (1) CANOPY TREE PER 10 PARKING SPACES (190 SPACES / 10 = 19 TREES)
(1) CANOPY TREE AT THE TERMINUS OF EVERY PARKING ROW
EVERY PARKING SPACE WITHIN 65' OF A CANOPY TREE
LANDSCAPING TO ACCOUNT FOR 5% OF THE PARKING AREA (67,278 X 5% = 3,364 S.F.)

PROVIDED: (20) SHADE TREES + 6,919 S.F. LANDSCAPE AREA



EXISTING TREES TO REMAIN IN LANDSCAPE BUFFER				
TREE NO.	DBH	BOTANICAL NAME	COMMON NAME	SAVE/REMOVE
34	7	Ulmus americana	American Elm	SAVE
38	6	Ulmus americana	American Elm	SAVE
39	9	Ulmus americana	American Elm	SAVE
43	7	Ulmus americana	American Elm	SAVE
44	9	Ulmus americana	American Elm	SAVE
46	8	Ulmus americana	American Elm	SAVE

[illegible]

1. TREES AND LANDSCAPE MATERIALS THAT ARE PLANTED PURSUANT TO THIS ARTICLE 3 FROM THE CITY'S APPROVED PLANT LIST, DIVISION 7 OF THIS ARTICLE 3 MUST BE INSTALLED IN ACCORDANCE WITH PROFESSIONAL INSTALLATION STANDARDS.
2. PROPERTY OWNERS MUST MAINTAIN AND WATER THE TREES AND LANDSCAPE MATERIALS SO THAT THEY REMAIN IN A HEALTHY, LIVING, GROWING, AND THRIVING CONDITION.
3. PROPERTY OWNERS MAY BE REQUIRED TO REPLACE TREES AND LANDSCAPE MATERIALS THAT ARE NOT HEALTHY OR WHICH HAVE DIED.
4. IRRIGATION SYSTEMS:
 - A. ALL IRRIGATION SYSTEMS MUST BE MAINTAINED AND KEPT FULLY OPERABLE.
 - B. ANY LEAKS IN THE IRRIGATION SYSTEM, WHETHER ABOVE OR BELOW GROUND, MUST BE PROMPTLY REPAIRED.
 - C. IRRIGATION SYSTEMS MUST HAVE FREEZE AND MOISTURE SENSORS.
 - D. IRRIGATION SYSTEMS MUST BE CALIBRATED AND SET TO PROVIDE PERIODIC WATERING IN AMOUNT SUFFICIENT TO MAINTAIN TREES AND LANDSCAPE MATERIALS.

NO LANDSCAPING SUCH AS TREES, SHRUBS, ABOVE AND UNDERGROUND STRUCTURES SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHT OF WAY WITHOUT APPROVED CITY'S REAL PROPE IMPROVEMENT AUTHORIZATION FORM OR CITY'S LICENSE AGREEMENT

PUBLIC RIGHT OF WAY, EASEMENTS AND COMMON AREAS MUST BE STABILIZED WITH PERENNIAL VEGETATION COVER, FULLY ESTABLISHED WITH 100% COVERAGE, OR OTHER APPROVED STABILIZATION METHOD.

MECKS DESIGN GROUP, INC.
BRANDON BOOHER
1755 NORTH COLLINS BLVD, STE 300
RICHARDSON, TX 75080
(972) 690-7474

PALLADIUM USA INTERNATIONAL, INC.
13455 NOEL RD.
SUITE 400
DALLAS, TX 75240
SCOTT JOHNSON
972-774-4450

CASE # 210128-2

SCALE: 1"=30'-0"



GRAPHIC SCALE IN FEET

① 02-22-21 SITE PLAN SUBMITTAL

03-09-21 PER CITY COMMENTS

△

CLIENT:

EMBREE EASTSIDE
GARLAND, TEXAS



MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878



SITE PLAN SUBMITTAL

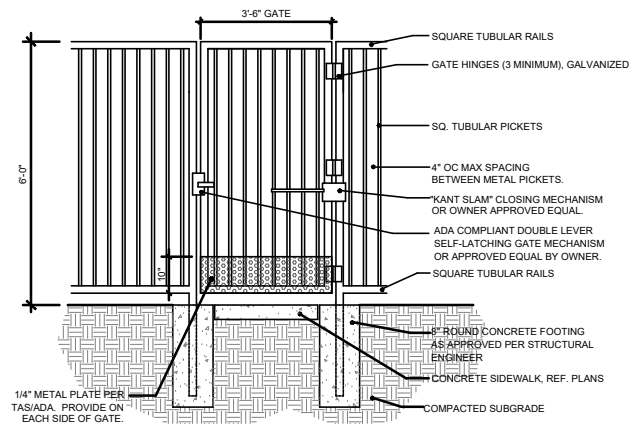
EMBREE EASTSIDE

GARLAND, TEXAS

LANDSCAPE PLAN

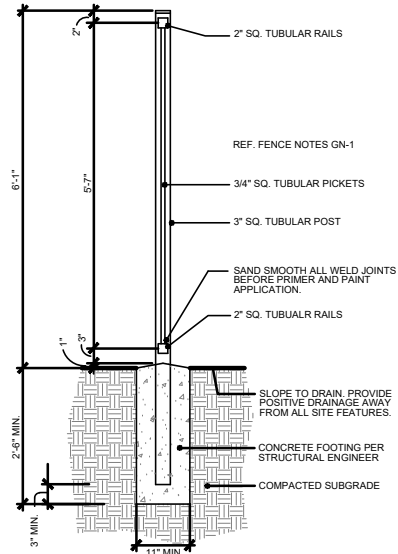
LP0.01 |

EXHIBIT D

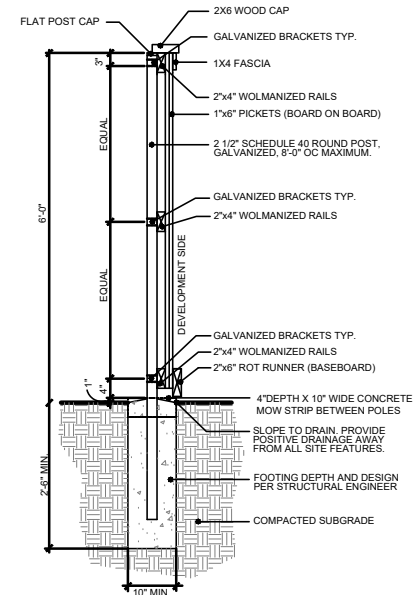


6 6' HT. METAL GATE DETAIL
SCALE: 3/4"=1'-0"

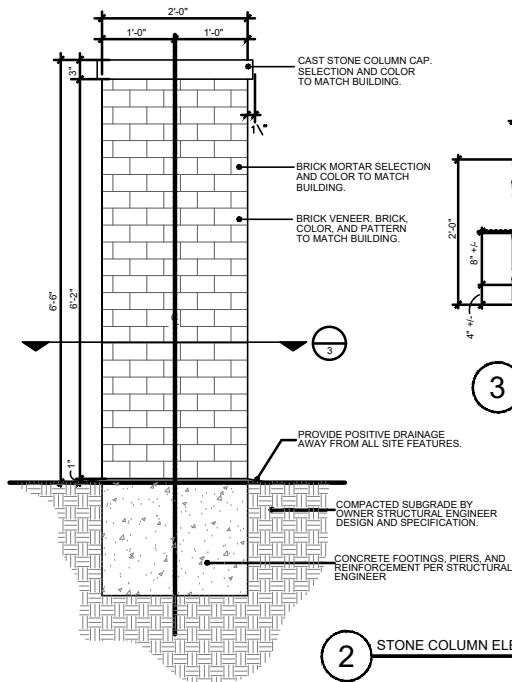
NOTE: GATE TO HAVE MAX. 5LB. PRESSURE OPENING REQUIREMENT
& 3 SECOND RETURN TIME (FROM 70° OPENING ANGLE)



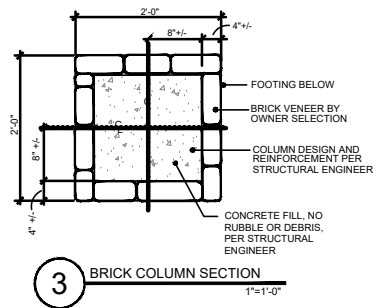
5 6'-0" HT. METAL PERIMETER FENCE SECTION



4 6' HT. WOOD FENCE (POOL EQUIPMENT SCREEN) SCALE: 1"=1'-0"



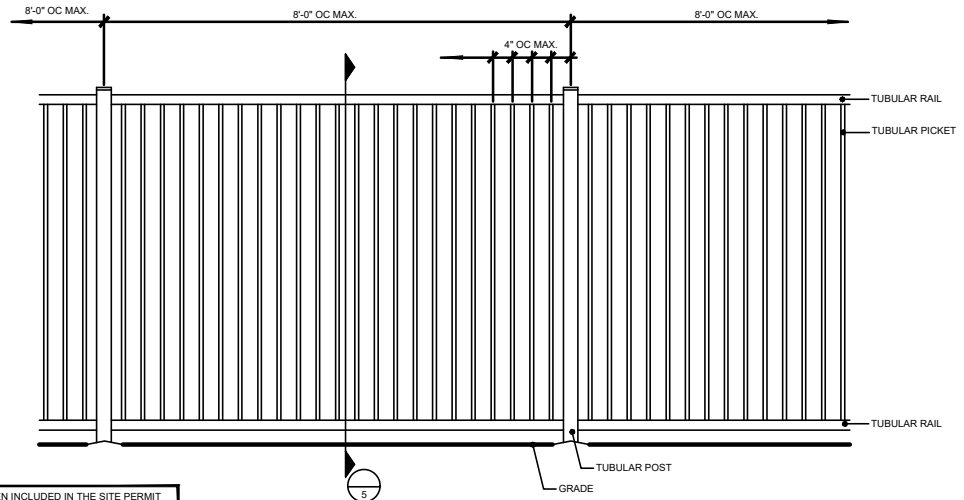
2 STONE COLUMN ELEVATION
SCALE: 1"=1'-0"



3 BRICK COLUMN SECTION 1"=1'-0"

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.

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1 6'-0" HT. METAL PERIMETER FENCE ELEVATION
SCALE: 1"=1'-0"

[illegible]

CLIENT:

EMBREE EASTSIDE
GARLAND, TEXAS



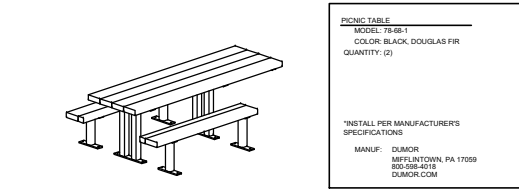
MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

**SITE PLAN
SUBMITTAL**EMBREE EASTSIDE

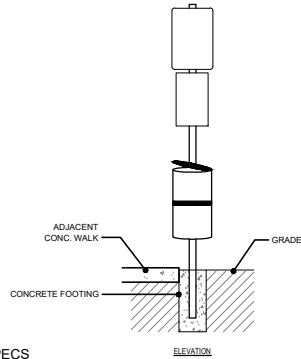
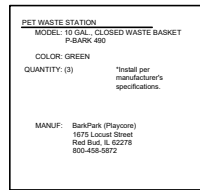
GARLAND, TEXAS

DETAILS

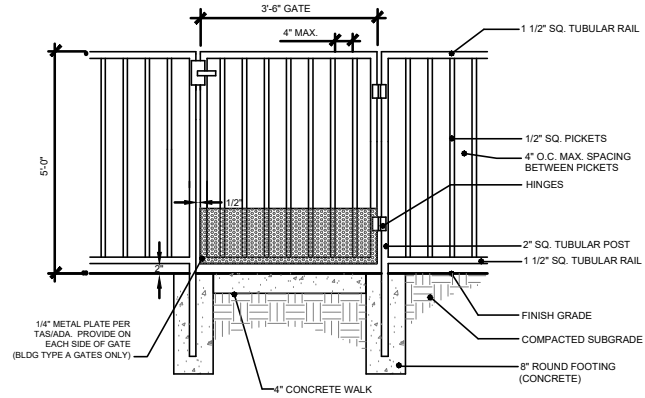
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6 PICNIC TABLE
 1"=1'-0"

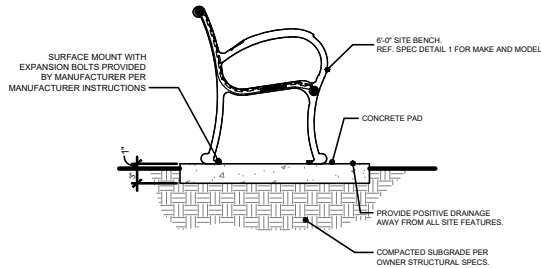


5 DOG PARK SCHEDULE SPECS
 NTS

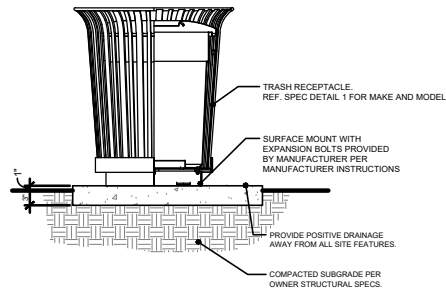


4 5' HT. METAL DOG PARK GATE & FENCE
 SCALE: 1"=1'-0"

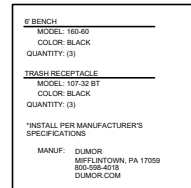
NOTE:
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3 SEATING BENCH DETAIL
 1"=1'-0"



2 TRASH RECEPTACLE DETAIL
 1"=1'-0"



1 FURNITURE SCHEDULE
 NTS

ISSUES
01-22-21 SITE PLAN SUBMITTAL
02-22-21
03-22-21
REVISIONS
01-22-21 PER CITY COMMENTS
02-22-21 PER CITY COMMENTS
03-22-21 PER CITY COMMENTS
04-22-21
05-22-21
06-22-21
07-22-21
08-22-21
09-22-21
10-22-21
11-22-21
12-22-21

CLIENT:

EMBREE EASTSIDE
 GARLAND, TEXAS

mdg
 mcdonald
 architects

MEDAS DESIGN GROUP, INC.
 1758 N. COLLINS BLVD., SUITE 300
 RICHARDSON, TX 75080
 PH (972) 680-7474
 F (972) 680-7878



SITE PLAN
 SUBMITTAL

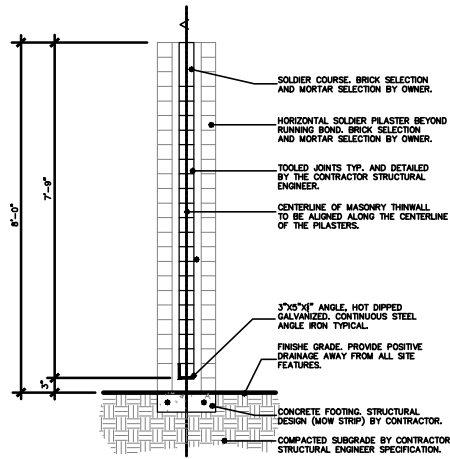
EMBREE EASTSIDE

GARLAND, TEXAS

JOB NUMBER: MEDK-2103

DETAILS

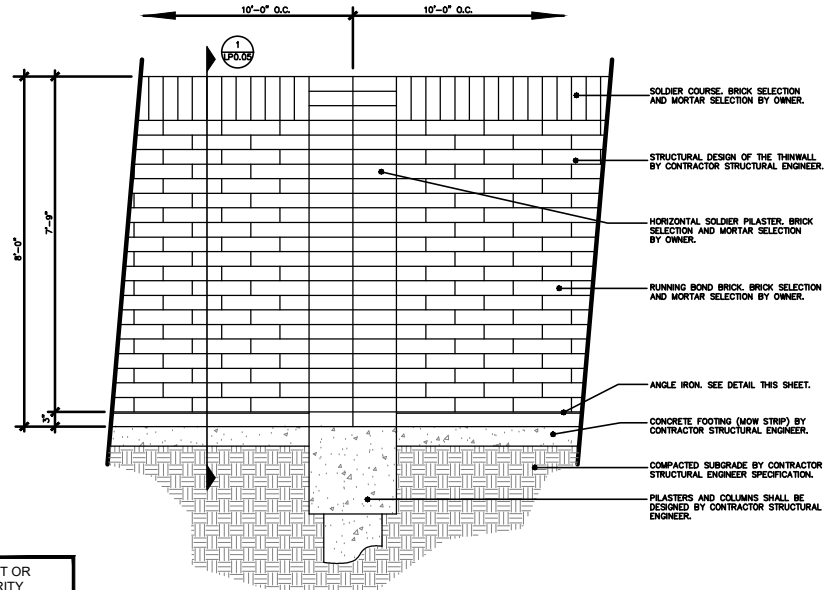
STRUCTURAL ENGINEERING REQUIREMENTS AND DESIGN FOR ALL DETAILS, SHALL BE PROVIDED BY OWNER'S STRUCTURAL ENGINEER OR PROVIDED BY PARTICULAR TRADES' STRUCTURAL ENGINEER, WITH SEALED STRUCTURAL ENGINEERING DRAWINGS SUBMITTED FOR REVIEW.



NOTE: ON SLOPING TERRAIN, KEEP THE TOP AND BOTTOM BRICK LEVEL. STEP SCREENWALL AS REQUIRED, UP OR DOWN, IN 6" OR 12" MAXIMUM PER STEP.

2 8'-0" MASONRY THINWALL SECTION
SCALE: 1"=1'-0"

THE SCREENING WALL SHALL MEET OR EXCEED THE STRUCTURAL INTEGRITY OF THE CITY'S STANDARD SCREENING WALL DETAILS AND COMPLY TO GDC 4.39.A.1.



1 8'-0" MASONRY THINWALL ELEVATION
SCALE: 1"=1'-0"

ISSUES:	
03-29-21	SITE PLAN SUBMITTAL
03-29-21	SITE PLAN SUBMITTAL
03-29-21	SITE PLAN SUBMITTAL
REVISIONS:	
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS

CLIENT:

EMBREE EASTSIDE
GARLAND, TEXAS

mcd
landscape
architects
MEKAS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 680-7474
F (972) 680-7878



SITE PLAN
SUBMITTAL

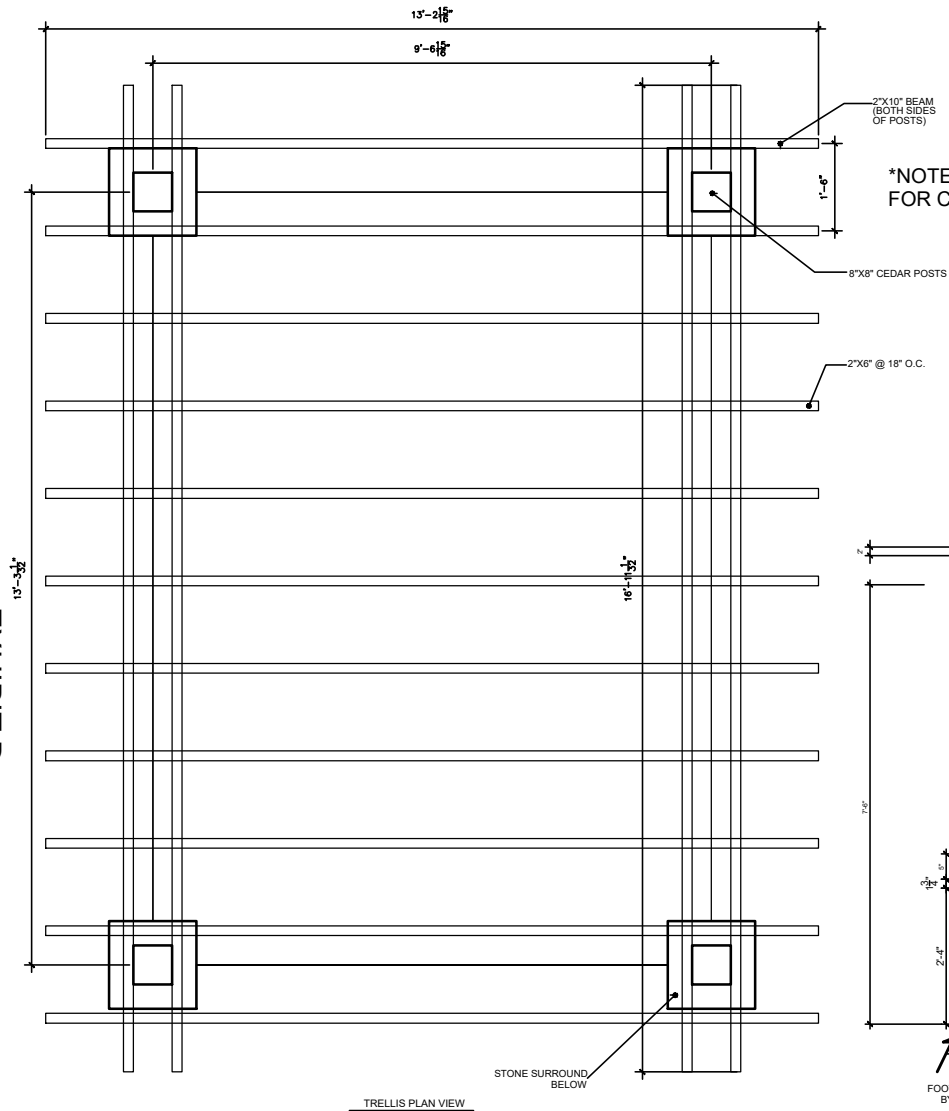
EMBREE EASTSIDE

GARLAND, TEXAS

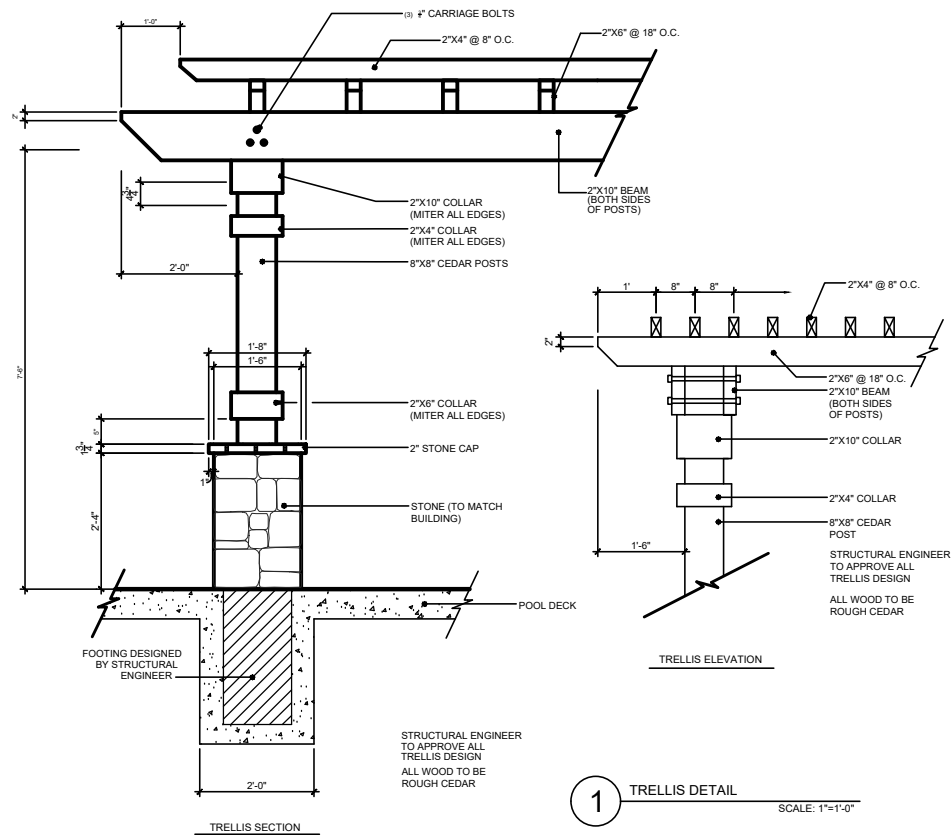
JOB NUMBER: MEK-2103

DETAILS

LP0.05



*NOTE: 2"X4" NOT SHOWN FOR CLARITY



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ISSUES	DATE	DESCRIPTION
01-22-21	01-22-21	SITE PLAN SUBMITTAL
02-22-21	02-22-21	
03-22-21	03-22-21	
04-22-21	04-22-21	
05-22-21	05-22-21	
06-22-21	06-22-21	
07-22-21	07-22-21	
08-22-21	08-22-21	
09-22-21	09-22-21	
10-22-21	10-22-21	
11-22-21	11-22-21	
12-22-21	12-22-21	

CLIENT:

EMBREE EASTSIDE
GARLAND, TEXAS

mdg
architects
MEKAS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 680-7474
F (972) 680-7878



SITE PLAN
SUBMITTAL

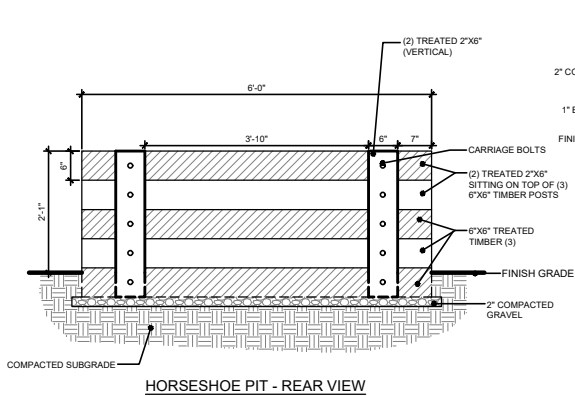
EMBREE EASTSIDE

GARLAND, TEXAS

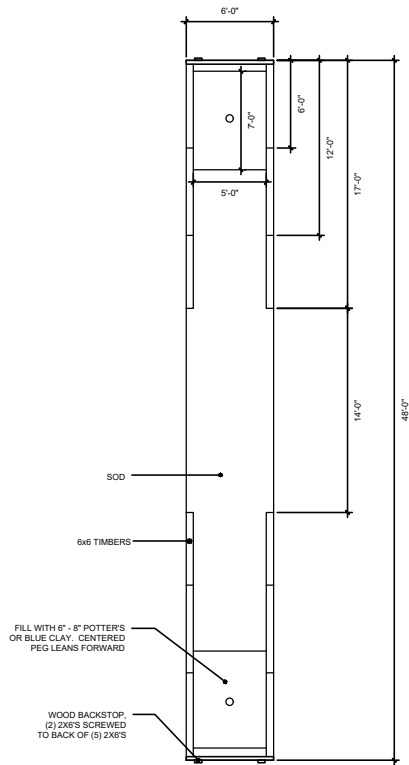
JOB NUMBER: MEDK-2103

DETAILS

LP0.04

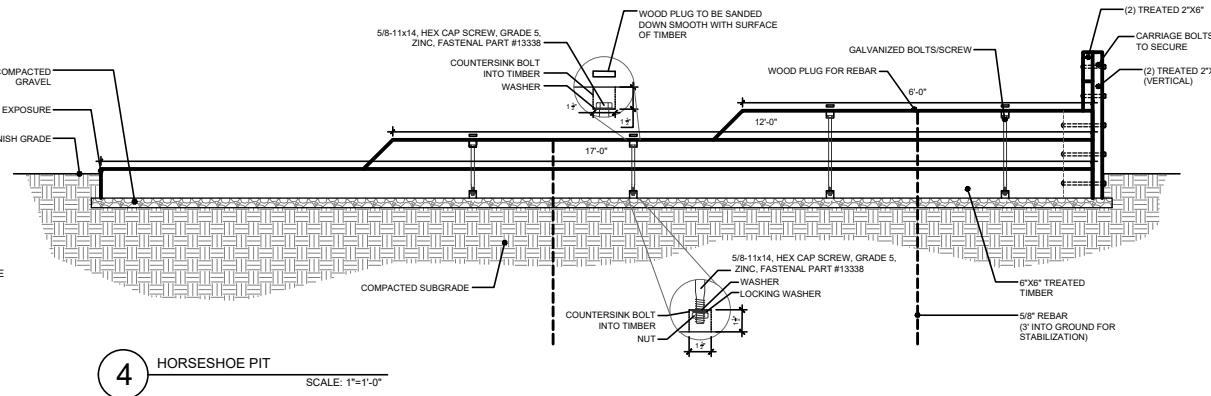


HORSESHOE PIT - REAR VIEW



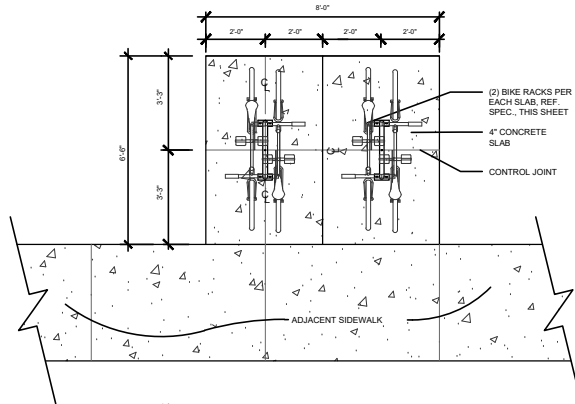
3 HORSESHOE PIT LAYOUT

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



4 HORSESHOE PIT

SCALE: 1"=1'-0"



5 TYPICAL BIKE RACK DETAIL

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

PRODUCT SPEC. INFORMATION	
BIKE RACK:	
MODEL:	HOOP RACK
COLOR:	BLACK
QUANTITY:	(11)
Surface mount per manufacturer's specifications	
DERO BIKE RACKS (800) 298-4915 WWW.DERO.COM	

6 BIKE RACK SPEC

NTS

PLAYGROUND EQUIPMENT	
1. BASE -- FIBAR ENGINEERED WOOD FIBAR (www.fibar.com)	
2. EQUIPMENT BY MIRACLE PLAYGROUNDS	
MODEL # R0061_44028420351	
COLOR: TBS	

2 PLAYGROUND SCHEDULE SPECS

NTS

MODEL:	FIBARGUARD PLAYGROUND BORDER-FIBARGUARD BLACK
FIBAR PLAYGROUND SURFACES	www.fibar.com

1 PLAYGROUND EDGE

NTS

ISSUES	
03-29-21	SITE PLAN SUBMITTAL
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS
03-29-21	PER CITY COMMENTS

CLIENT:

EMBREE EASTSIDE
GARLAND, TEXAS



SITE PLAN
SUBMITTAL

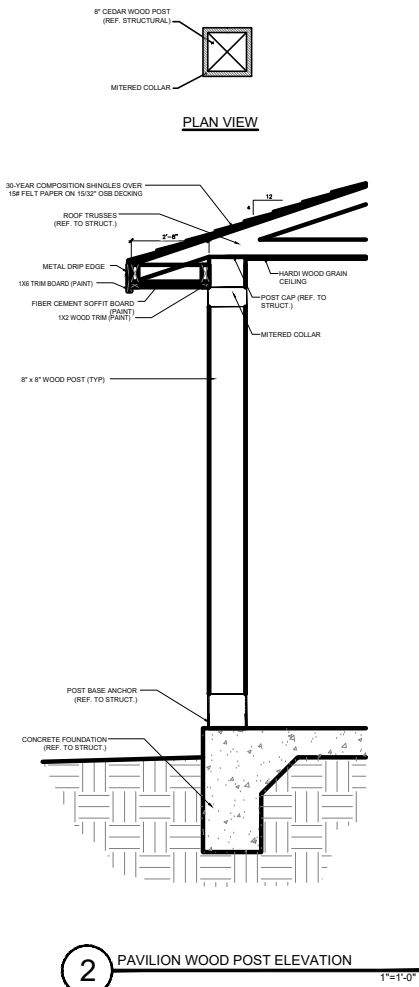
EMBREE EASTSIDE

GARLAND, TEXAS

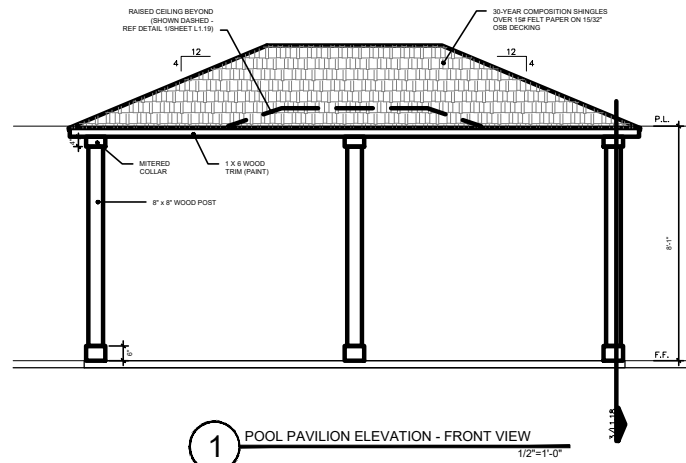
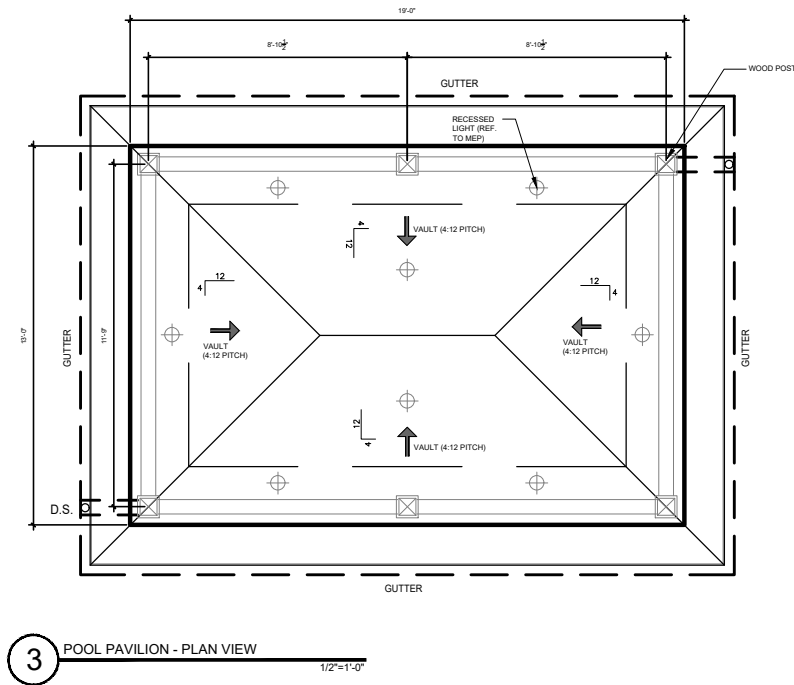
JOB NUMBER: MEDK-2103

DETAILS

LP0.06



2 PAVILION WOOD POST ELEVATION



ISSUES	
01-03-20-21	SITE PLAN SUBMITTAL
02-03-20-21	
03-03-20-21	
REVISIONS	
01-03-20-21	PER CITY COMMENTS
02-03-20-21	PER CITY COMMENTS
03-03-20-21	PER CITY COMMENTS
04-03-20-21	
05-03-20-21	
06-03-20-21	
07-03-20-21	
08-03-20-21	
09-03-20-21	
10-03-20-21	
11-03-20-21	
12-03-20-21	

CLIENT:

EMBREE EASTSIDE
GARLAND, TEXAS

mdg
mcdonnell
dunne &
gibson
architects

MIDAS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 880-7474
F (972) 880-7878



SITE PLAN
SUBMITTAL

EMBREE EASTSIDE

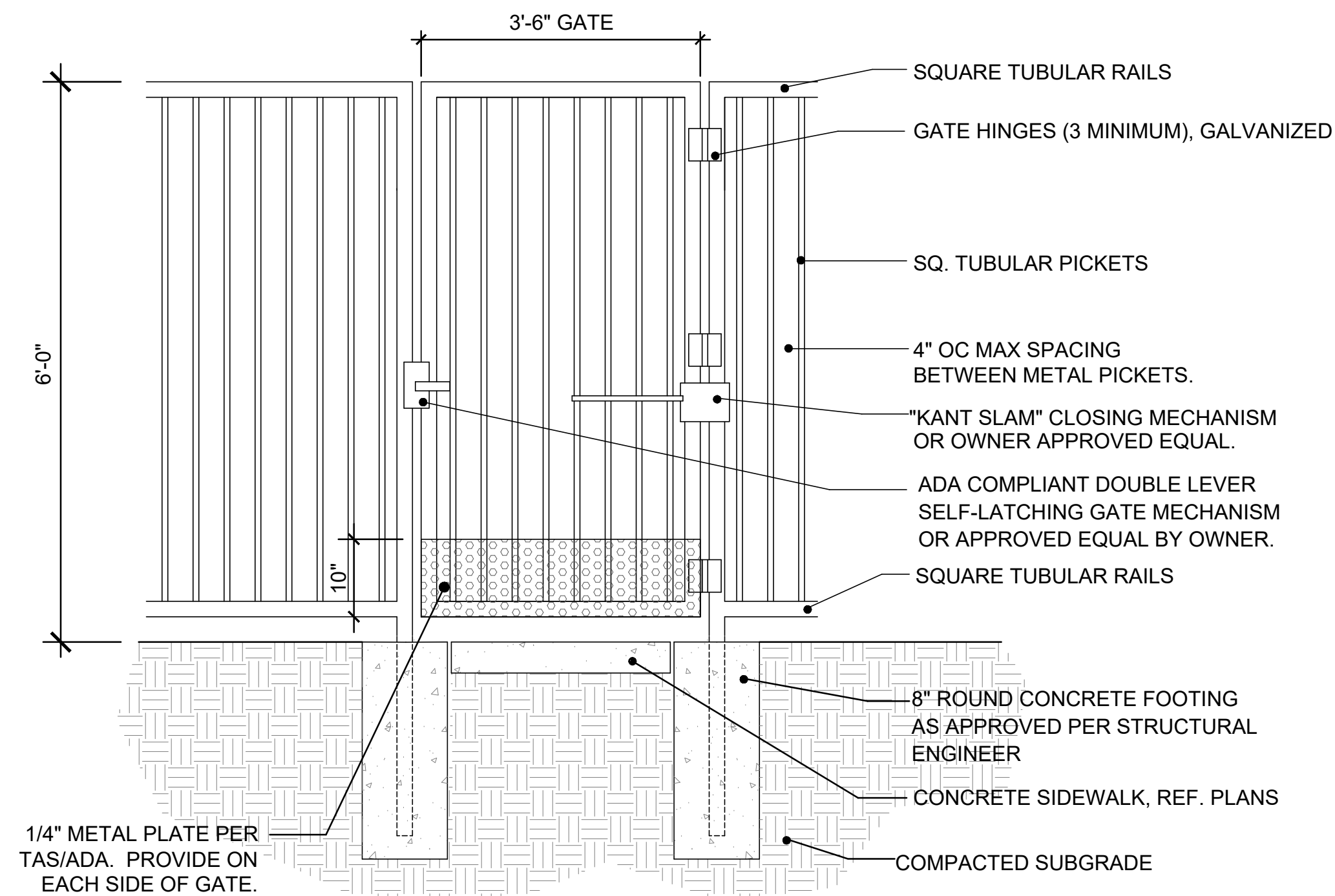
GARLAND, TEXAS

JOB NUMBER: MED-2103

DETAILS

LP0.07

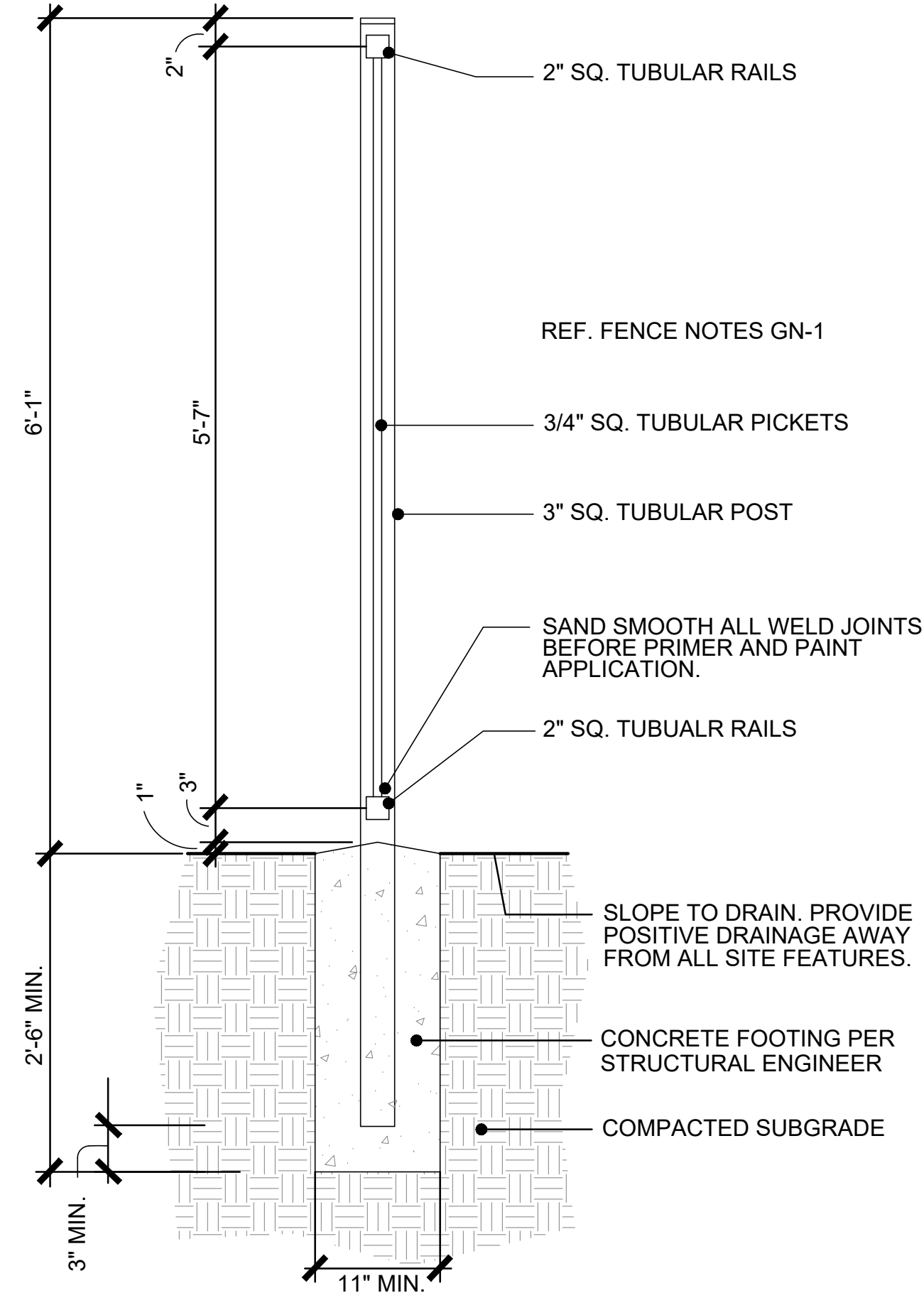
EXHIBIT D



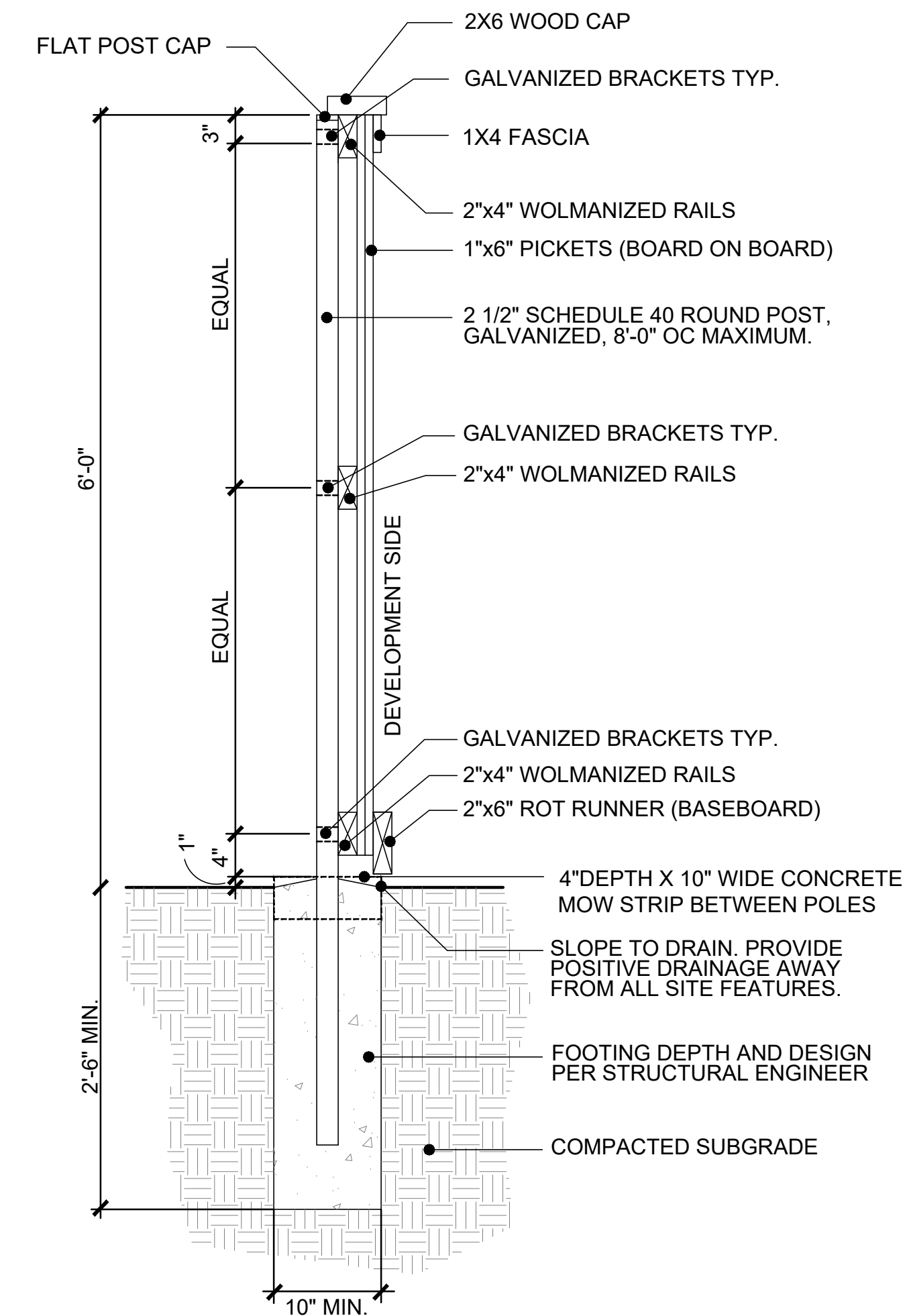
6 6' HT. METAL GATE DETAIL

SCALE: 3/4"=1'-0"

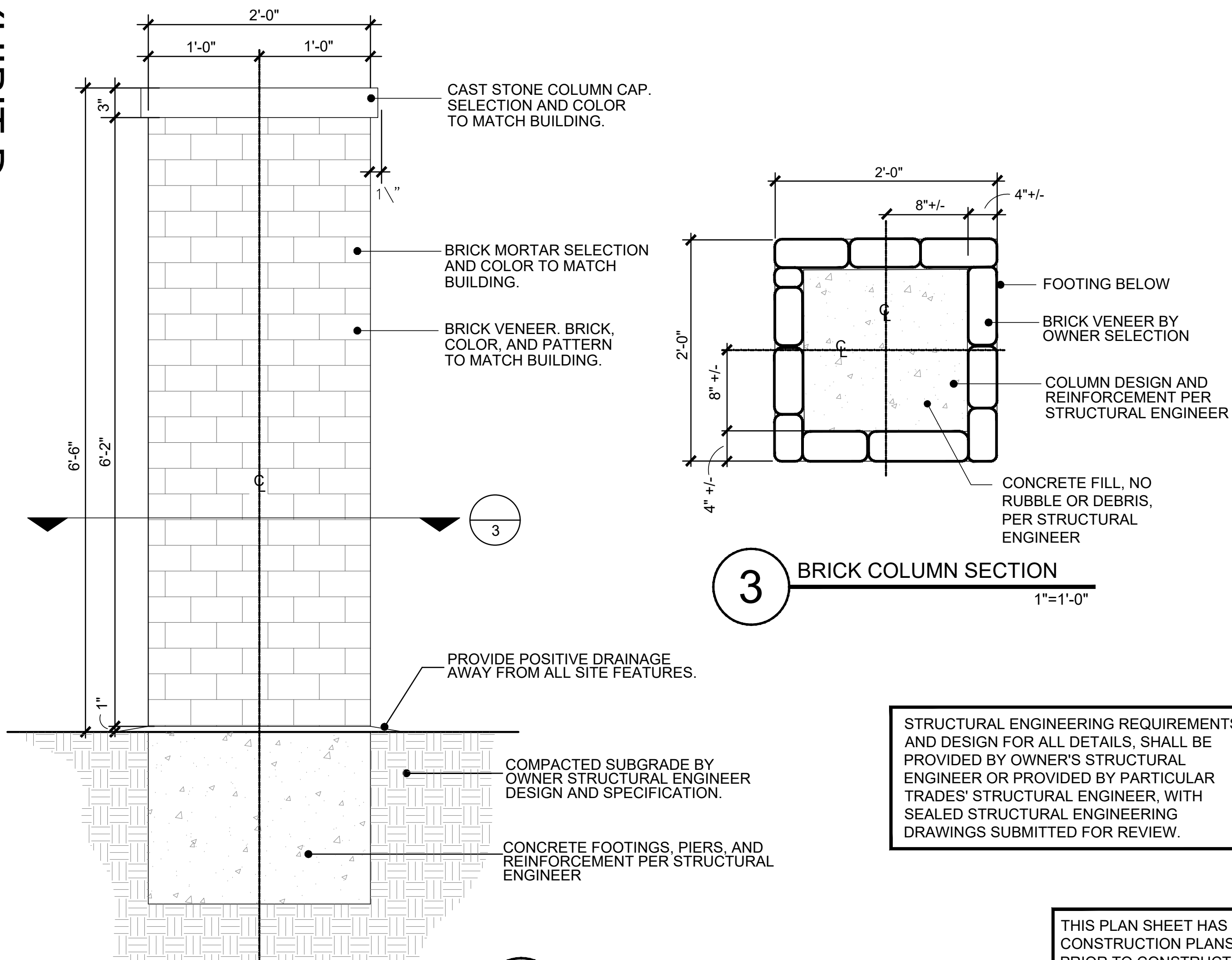
NOTE: GATE TO HAVE MAX. 5LB. PRESSURE OPENING REQUIREMENT
& 3 SECOND RETURN TIME (FROM 70° OPENING ANGLE)



5 6'-0" HT. METAL PERIMETER FENCE SECTION
SCALE: 1"=1'-0"



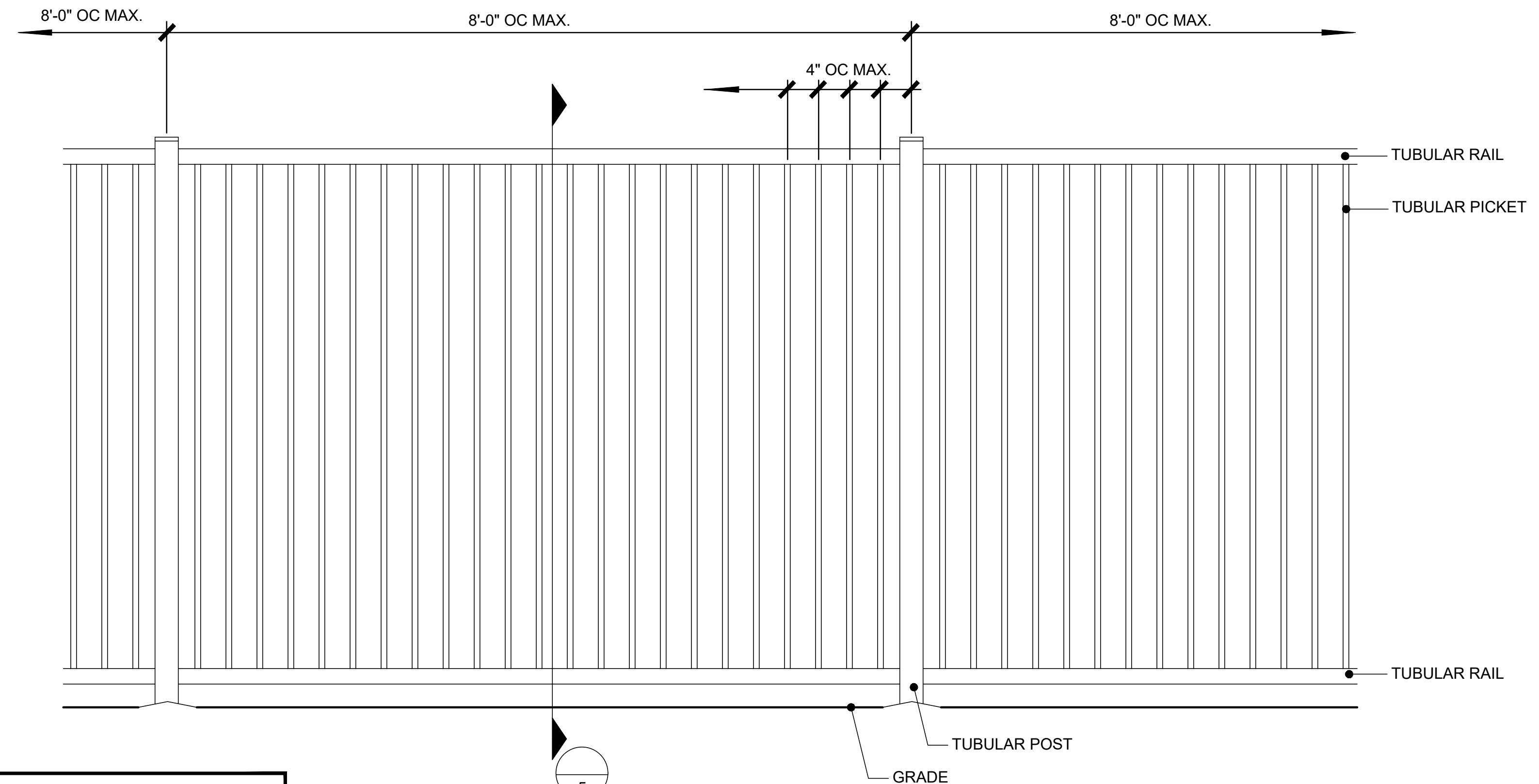
4 6' HT. WOOD FENCE (POOL EQUIPMENT SCREEN)
SCALE: 1"=1'-0"



2 STONE COLUMN ELEVATION
SCALE: 1"=1'-0"

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.

THIS PLAN SHEET HAS BEEN INCLUDED IN THE SITE PERMIT CONSTRUCTION PLANS INFORMATIONAL PURPOSES ONLY. PRIOR TO CONSTRUCTION, A SEPARATE SUBMITTAL, REVIEW AND PERMIT MAY BE REQUIRED FROM THE BUILDING INSPECTION DEPARTMENT. CONTACT THE BUILDING INSPECTION DEPARTMENT AT 972-205-2300 FOR ADDITIONAL INFORMATION AND REQUIREMENTS.



1 6'-0" HT. METAL PERIMETER FENCE ELEVATION
SCALE: 1"=1'-0"

ISSUES:

①	02-22-21	SITE PLAN SUBMITTAL
②		
③		

REVISIONS:

①	03-09-21	PER CITY COMMENTS
②	03-29-21	PER CITY COMMENTS
③		
④		
⑤		
⑥		
⑦		
⑧		
⑨		
⑩		

CLIENT:

EMBREE EASTSIDE

GARLAND, TEXAS



m d g
landscape
architects

WEEKS DESIGN GROUP, INC.
555 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
(972) 690-7878



SITE PLAN SUBMITTAL

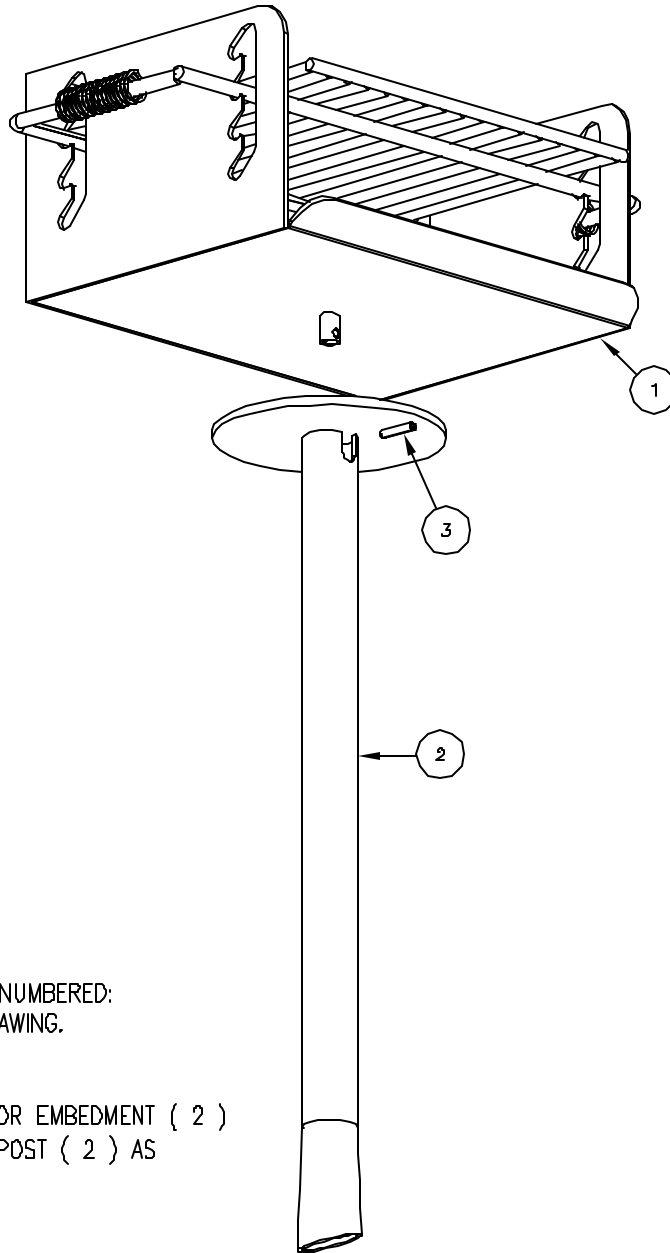
EMBREE EASTSIDE

GARLAND, TEXAS

JOB NUMBER: HEDK-2103

DETAILS

P0.02 |



NOTE:

1. ACTUAL PARTS WILL NOT BE NUMBERED:
NUMBERS ONLY APPLY TO DRAWING.

STEP 1:

USE 1 - PC. SUPPORT POST FOR EMBEDMENT (2)
MOUNT AND LEVEL EMBEDMENT POST (2) AS
SPECIFIED ON SHEET 1

STEP 2:

USE 1 - PC. GRILL BODY ASSEMBLY (1)
1 - PC. 3/8" X 1 3/4" ROLL PIN (3)
AFTER CONCRETE HARDENS, PLACE GRILL BODY ASSEMBLY
(1) ON TO SUPPORT POST (2), THEN LINE UP HOLES IN
INTERNAL PIN WITH SLOTS IN POST. DRIVE 3/8" ROLL PIN
(3) INTO INTERNAL PIN UNTIL GRILL BODY ROTATES FREELY.

EXHIBIT D

ITEM	QTY	PART NO	DESCRIPTION
1	1	0-21-00-01	GRILL BODY ASSEMBLY
2	1	0-21-00-02	POST FOR EMBEDMENT
3	1	1-14-001	3/8" X 1 3/4" ROLL PIN

DuMor, inc.
P.O. Box 142 Mifflintown, PA 17059-0142

SCALE : NONE
DATE DRAWN : 3/22/94
DRAWN BY : CDC
DATE REV. : 9/28/05
REV. BY : JSB

TITLE : GRILL ASSEMBLY
REV. B
DRAWING NUMBER 21-00
SHEET 2 OF 2

FOR KIDS AGES
2-12
YEARS

AGE GROUP: 2-12
ELEVATED PLAY ACTIVITIES - TOTAL: 5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 3
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 4 REQ'D 2
GROUND LEVEL QUANTITY: 4 REQ'D 2

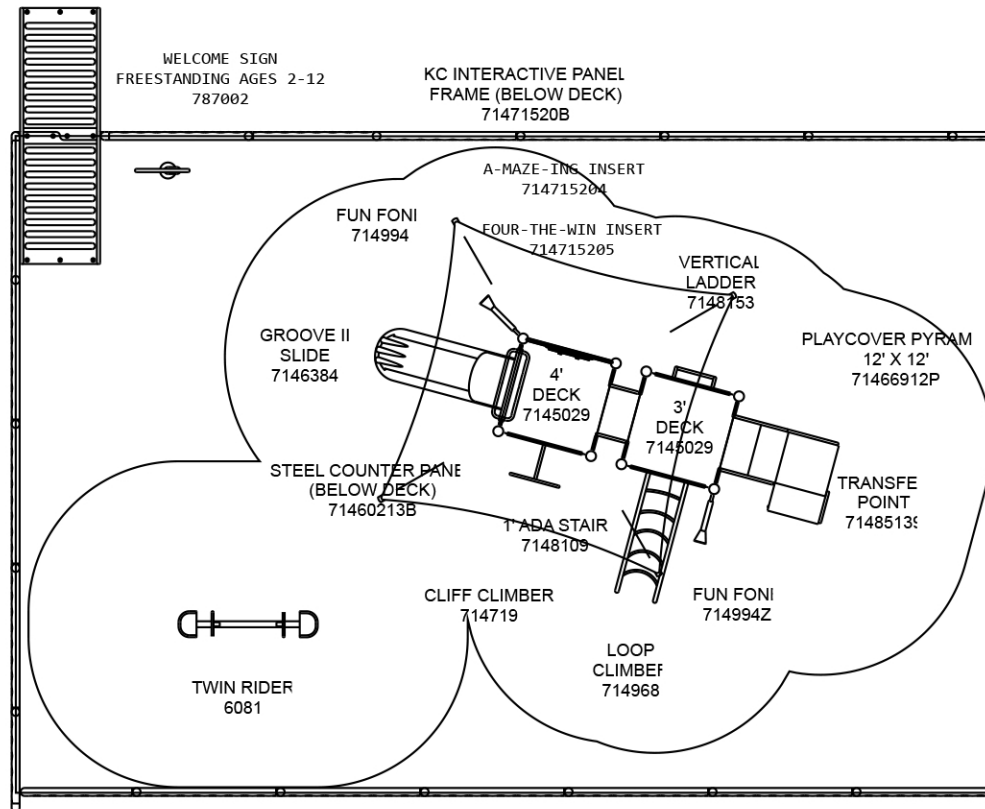
EXHIBIT D

ACCESS RAMP W/ 2
MIRACLE TIMBERS, RECYCLE
4406R

RECYCLED
MIRACLE TIMBERS
44012R

WELCOME SIGN
FREESTANDING AGES 2-12
787002

KC INTERACTIVE PANEL
FRAME (BELOW DECK)
71471520B



webuildfun, Inc

103 W. McDermott, #300
Allen, TX

PHONE NO: (972) 727-0653
FAX NO: (972) 396-4994

GROUND SPACE: 30'-0" x 20'-0"

PROTECTIVE AREA: 40'-6" x 27'-0"

DRAWN BY: Brett Allen

DATE: 4/5/2018

R0061_44028420351



COMPLIES TO ASTM/CPSC



COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

EXHIBIT D



EXHIBIT D





OVERALL NORTH ELEVATION

SCALE: 1" = 1/16"



1a BUILDING - NORTH ELEVATION

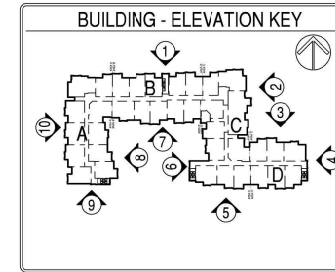
SCALE: 1/8" = 1'-0"

EXHIBIT E



1b BUILDING - NORTH ELEVATION

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

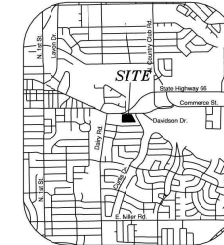


ELEVATION LEGEND	
T.O.H. = TOP OF HEEL	
T.O.D. = TOP OF DECK	
T.O.P. = TOP OF PLATE	
T.O.F. = TOP OF FOUNDATION	
MATERIALS KEY	
STUCCO	
BRICK	
FIBER CEMENT LAP SIDING	
NOTE: CONTRACTOR TO VERIFY ELECTRICAL METER BOX SIZES AND COORDINATE SURROUNDING SISING FEATURE.	

NAME OF OWNER: EMBREE EASTSIDE LTD
NAME OF ARCHITECT: JOSHUA HARRIS CROSS ENGINEERING
PLAN PREPARED BY: ERIK EARNHART, HESK ARCHITECTS
4885 EXCEL PARKWAY
ADDISON, TEXAS 75001
214.555.8878

PROJECT ADDRESS: X
EXISTING ZONING OR COMMUNITY RETAIL
PROPOSED ZONING: PD - MF BAE
SIGNAGE TO COMPLY WITH CITY STANDARDS
CASE NUMBER: 210107

BUILDING ARTICULATION - ELEVATION #1		STATUS		STATUS	
A. HORIZONTAL ARTICULATION FOR FOOTPRINT		B. VERTICAL ARTICULATION FOR ELEVATION		C. VERTICAL ARTICULATION FOR ELEVATION	
BUILDING FACADE LENGTH 280.1 FT. X.30% = 84.03 FT. MINIMUM PERPENDICULAR OFFSET OF 2 FEET	OK	BUILDING FACADE LENGTH 280.1 FT. X.20% = 56.02 FT. MINIMUM VERTICAL ELEVATION CHANGE	OK	BUILDING FACADE LENGTH 280.1 FT. X.20% = 56.02 FT. MINIMUM VERTICAL ELEVATION CHANGE EVERY 50 FEET	OK
BUILDING FACADE LENGTH 280.1 FT. X.30% = 84.03 FT. MINIMUM PERPENDICULAR OFFSET OF 4 FEET	OK	BUILDING FACADE LENGTH 280.1 FT. X.20% = 56.02 FT. MINIMUM VERTICAL ELEVATION CHANGE (FLAT ROOFS)	OK	BUILDING FACADE LENGTH 280.1 FT. X.20% = 56.02 FT. MINIMUM VERTICAL ELEVATION CHANGE (FLAT ROOFS)	OK
MINIMUM 2 FOOT PERPENDICULAR BUILDING OFFSET EVERY 30 FEET		AVERAGE NON-ARTICULATED BUILDING HEIGHT		31.4 FT.	



BUILDING MATERIAL CALCULATION - ELEVATION #1	
MATERIAL	QUANTITY
BRICK	38% BRICK 2,772.4 SF 17%
STUCCO	38% STUCCO 1,675.3 SF 46%
SIDING	4% SIDING 425.4 SF 7%
GLAZING	17% GLAZING 1,675.3 SF
TOTAL 1,675.3 SF	
BUILDING FACADES COMPLY WITH:	
GDC CHAPTER 6 (ARTICLE 6, DIVISION 01, SEC. 483)	
MINIMUM OF 6 ARCHITECTURAL ELEMENTS	
ELEMENT	ELEMENT
1-RAININGS OR CANOPIES	4-ORNAMENTAL WINDOW HEADERS
2-RECESSED ENTRY	5-DIVIDED LIGHT WINDOWS
3-VAIRED ROOF HEIGHTS	5-ORNAMENTAL FACADE TRIMS
	7-BENCH/OUTDOOR SEATING

B1 MANUFACTURER: MERRIDIAN COLOR: V170	B2 MANUFACTURER: MERRIDIAN COLOR: V224	P1 MANUFACTURER: SHERWIN WILLIAMS COLOR: SW6077 EVERYDAY WHITE STUCCO	P2 MANUFACTURER: SHERWIN WILLIAMS COLOR: SW7211 BUNGALOW BEIGE STUCCO
P3 MANUFACTURER: SHERWIN WILLIAMS COLOR: SW9143 TIN LIZIE STUCCO, BALCONY SIDING	P4 MANUFACTURER: SHERWIN WILLIAMS COLOR: SW2536 QUARTERMAW OAK ALL TRIM	W1 MANUFACTURER: PLYGEM COLOR: WHITE WINDOWS AND DOORS	D1 MANUFACTURER: SENCOR COLOR: DOVE GRAY - 014 DOWNSPOUTS
A1 MANUFACTURER: MERRIDIAN COLOR: ZINC GREY METAL RAILINGS			



REVISIONS

EMBREE EASTSIDE
CASE NO. 210107-2
GARLAND, TEXAS

ISSUED
03-29-2021



DATE
03-29-2021

PROJECT
21107

SHEET NUMBER

A4-00
BUILDING
EXTERIOR ELEVATIONS

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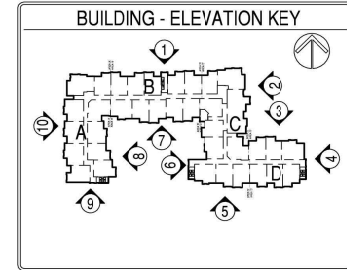
2 BUILDING - EAST ELEVATION

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



3 BUILDING - NORTH ELEVATION

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



BUILDING MATERIAL CALCULATION - ELEVATION #2	
MATERIAL	PERCENT
BRICK	45%
STUCCO	30%
GLAZING	25%
TOTAL	100%

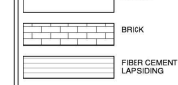
MATERIAL	PERCENT
BRICK	45%
STUCCO	30%
GLAZING	25%
TOTAL	100%

MATERIAL	PERCENT
BRICK	45%
STUCCO	30%
GLAZING	25%
TOTAL	100%

ELEVATION LEGEND

T.O.H. = TOP OF HEEL
T.O.D. = TOP OF DECK
T.O.P. = TOP OF PLATE
T.O.F. = TOP OF FOUNDATION

MATERIALS KEY



NOTE: CONTRACTOR TO VERIFY ELECTRICAL METER BOX SIZES AND COORDINATE SURROUNDING SCENE FEATURE

BUILDING ARTICULATION - ELEVATION #2

A. HORIZONTAL ARTICULATION FOR FOOTPRINT	STATUS	B. VERTICAL ARTICULATION FOR ELEVATION	STATUS
BUILDING FACADE LENGTH 124.11 FT. X 20% = 24.8 FT. MINIMUM PERPENDICULAR OFFSET OF 5 FEET	OK	BUILDING FACADE LENGTH 124.11 FT. X 20% = 24.8 FT. MINIMUM VERTICAL ELEVATION CHANGE	OK
BUILDING FACADE LENGTH 124.11 FT. X 30% = 37.2 FT. MINIMUM PERPENDICULAR OFFSET OF 4 FEET	OK	MINIMUM 3 FOOT 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 ARTICULATION - ELEVATION #3

A. HORIZONTAL ARTICULATION FOR FOOTPRINT	STATUS	B. VERTICAL ARTICULATION FOR ELEVATION	STATUS
BUILDING FACADE LENGTH 98.3 FT. X 20% = 19.7 FT. MINIMUM PERPENDICULAR OFFSET OF 2 FEET	OK	BUILDING FACADE LENGTH 98.3 FT. X 20% = 19.7 FT. MINIMUM VERTICAL ELEVATION CHANGE	OK
BUILDING FACADE LENGTH 98.3 FT. X 30% = 29.5 FT. MINIMUM PERPENDICULAR OFFSET OF 4 FEET	OK	MINIMUM 3 FOOT 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.

NAME OF OWNER - EMBREE EASTSIDE LTD.
NAME OF ARCHITECT - JONATHAN W. CROSS ENGINEERS
PLAN PREPARED BY - ERK EARNSHAW, HECK ARCHITECTS
4805 EXCEL PARKWAY
ADDISON, TEXAS 75011
214.520.8878

PROJECT ADDRESS: 444
EXISTING ZONING: COMMUNITY RETAIL
PROPOSED ZONING: PD - MF BASE
SIGNAGE TO COMPLY WITH CITY STANDARDS
CASE NUMBER: 210128-2



REVISIONS

EMBREE EASTSIDE

CASE NO: 210128-2
GARLAND, TEXAS

ISSUED
03-29-2021

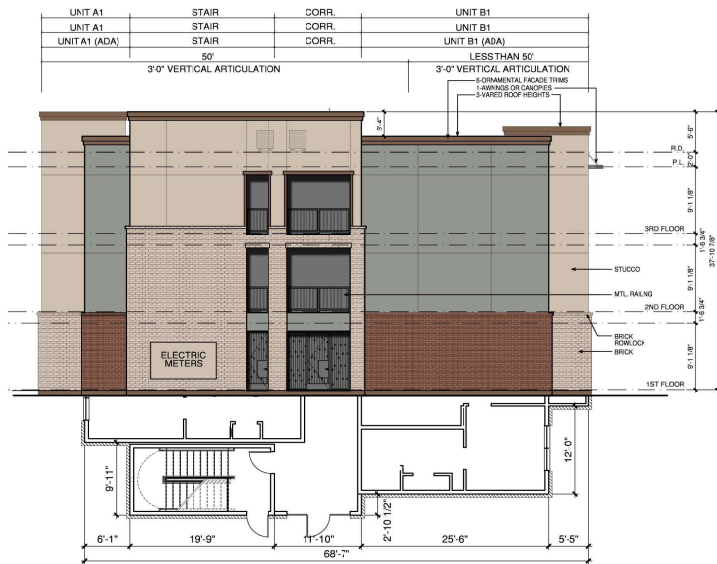


DATE
03-29-2021

PROJECT
21107

SHEET NUMBER

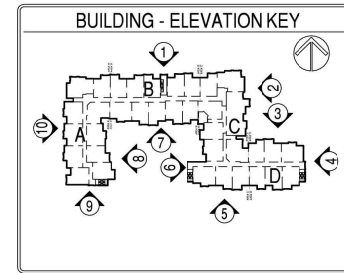
A4-01
BUILDING
EXTERIOR ELEVATIONS



4 BUILDING - EAST ELEVATION



5 BUILDING - SOUTH ELEVATION



BUILDING ARTICULATION - ELEVATION #4			
A. HORIZONTAL ARTICULATION FOR FOOTPRINT		STATUS	B. VERTICAL ARTICULATION FOR ELEVATION
BUILDING FACADE LENGTH 68 FT. X 20% + 13.7 FT. MINIMUM PERPENDICULAR OFFSET OF 2 FEET	N/A	BUILDING FACADE LENGTH 6.7 FT. X 20% + 13.7 FT. MINIMUM VERTICAL OFFSET ON CHANGE	OK
BUILDING FACADE LENGTH 68 FT. X 20% + 20.6 FT. MINIMUM PERPENDICULAR OFFSET OF 4 FEET	OK	MINIMUM 3 FOOT VERTICAL ELEVATION CHANGE EVERY 50 FEET VERTICAL ELEVATION ON CHANGE (FLAT ROOFS)	OK
MINIMUM 2 FOOT PERPENDICULAR BUILDING OFFSET EVERY 30 FEET	OK	AVERAGE NON ARTICULATED BUILDING HEIGHT	31.4'

BUILDING ARTICULATION - ELEVATION #5			
A. HORIZONTAL ARTICULATION FOR FOOTPRINT	STATUS	B. VERTICAL ARTICULATION FOR ELEVATION	STATUS
BUILDING FACADE LENGTH 189.2 FT. X 20% = 37.8 FT. MINIMUM PERPENDICULAR OFFSET OF 2 FEET	NA	BUILDING FACADE LENGTH 189.2 FT. X 20% = 37.8 FT. MINIMUM VERTICAL ELEVATION ON CHANGE	OK
BUILDING FACADE LENGTH 189.2 FT. X 30% = 56.8 FT. MINIMUM PERPENDICULAR OFFSET OF 4 FEET	OK	MINIMUM 3' FOOT 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'

NAME OF OWNER - EMBREE EASTSIDE LTD NAME OF APPLICANT - JOHATHAN HAKE, CROSS ENGINEERING PLAN PREPARED - ERK EARNSHAW, HEDK ARCHITECTS 4595 EXCEL PARKWAY ADDISON, TEXAS 75001 214.520.8878	PROJECT ADDRESS: xxx EXISTING ZONING: CR COMMUNITY RETAIL PROPOSED ZONING: PD - M ² BASE SIGNAGE TO COMPLY WITH CITY STANDARDS CASE NUMBER - 210128-2.
--	---

ELEVATION LEGEND	
T.O.H. =	TOP OF HEEL
T.O.D. =	TOP OF DECK
T.O.F. =	TOP OF PLATE
T.O.F. =	TOP OF FOUNDATION

NOTE: CONTRACTOR TO VERIFY ELECTRICAL
METER BOX SIZES AND COORDINATE
SURROUNDING SOING FEATURE

BUILDING MATERIAL CALCULATION - ELEVATION M			
MATERIAL		WATERIAL	
BRICK	52%	BRICK	846.4 SF 5%
STUCCO	48%	STUCCO	782.3 SF 4%
SIDING	0%	SIDING	0 SF 0%
GLAZING	0%	TOTAL	1,628.7 SF

BUILDING FACADES COMPLY WITH:

MINIMUM OF 6 ARCHITECTURAL ELEMENTS	
ELEMENT	ELEMENT
1-AVINGS OR CANOPIES	+ORNAMENTAL WINDOW HEADS
2-RECESSED ENTRY	1-DIVIDED LIGHT WINDOWS
3-VARIED ROOF HEIGHTS	1-ORNAMENTAL FACADE TRIM
	1-BENCH/OUTDOOR SEATING

BUILDING MATERIAL CALCULATION - ELEVATION #5			
MA'ERIAL		WATERIAL	
BRICK	37%	BRICK	1,577.5 SF 41%
STUCCO	42%	STUCCO	1,926.6 SF 51%
SIDING	4%	SIDING	173.4 SF 4%
GLAZING	17%	TOTAL	3,777.5 SF

MINIMUM OF 8 ARCHITECTURAL ELEMENTS	
ELEMENT	ELEMENT
1- AWNINGS OR CANOPIES	4- ORNAMENTAL WINDOW HEADS
2- RECESSED ENTRY	5- DIVIDED LIGHT WINDOWS
3- VARIED ROOF HEIGHTS	6- ORNAMENTAL FACADE TRIM

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26



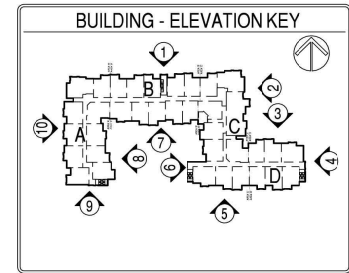
6 BUILDING A - COURTYARD ELEVATION

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



7 BUILDING A - COURTYARD ELEVATION

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



BUILDING ARTICULATION - ELEVATION #6

A. HORIZONTAL ARTICULATION FOR FOOTPRINT	STATUS	B. VERTICAL ARTICULATION FOR ELEVATION	STATUS
BUILDING FACADE LENGTH 100.1 FT. X 20% = 20 FT. MINIMUM PERPENDICULAR OFFSET OF 2 FEET	NA	BUILDING FACADE LENGTH 104.6 FT. X 20% = 20 FT. MINIMUM VERTICAL ELEVATION CHANGE	OK
BUILDING FACADE LENGTH 100.1 FT. X 30% = 30 FT. MINIMUM PERPENDICULAR OFFSET OF 4 FEET	OK	MINIMUM 3 FOOT VERTICAL ELEVATION CHANGE EVERY 50 FEET	OK
MINIMUM 2 FOOT PERPENDICULAR BUILDING OFFSET EVERY 30 FEET	OK	AVERAGE NON-ARTICULATED BUILDING HEIGHT	31.4 FT.

BUILDING ARTICULATION - ELEVATION #7

A. HORIZONTAL ARTICULATION FOR FOOTPRINT	STATUS	B. VERTICAL ARTICULATION FOR ELEVATION	STATUS
BUILDING FACADE LENGTH 186.5 FT. X 20% = 33.3 FT. MINIMUM PERPENDICULAR OFFSET OF 2 FEET	NA	BUILDING FACADE LENGTH 184.6 FT. X 20% = 33.3 FT. MINIMUM VERTICAL ELEVATION CHANGE	OK
BUILDING FACADE LENGTH 186.5 FT. X 30% = 49.9 FT. MINIMUM PERPENDICULAR OFFSET OF 4 FEET	OK	MINIMUM 3 FOOT VERTICAL ELEVATION CHANGE EVERY 50 FEET	OK
MINIMUM 2 FOOT PERPENDICULAR BUILDING OFFSET EVERY 30 FEET	OK	AVERAGE NON-ARTICULATED BUILDING HEIGHT	31.4 FT.

NAME OF OWNER: EMBREE EASTSIDE LTD.
NAME OF ARCHITECT: JENATHAN HALE, CROSS ENGINEERING
PLAN PREPARED: EMB LANSBORN, HICK ARCHITECTS
400 EXCEL PARKWAY
ADDISON, TEXAS 75001
214.520.8878

PROJECT ADDRESS: 1000
EXISTING ZONING: CR COMMUNITY RETAIL
PROPOSED ZONING: PD - MF RES
SIGNAGE TO COMPLY WITH CITY STANDARDS
CASE NUMBER: 210128-2

ELEVATION LEGEND

T.O.F. = TOP OF FLOOR	T.O.D. = TOP OF DECK	T.O.P. = TOP OF PLATE	T.O.F. = TOP OF FOUNDATION
-----------------------	----------------------	-----------------------	----------------------------

MATERIALS KEY

STUCCO	BRICK	FIRE CEMENT LAP SIDING
--------	-------	------------------------

NOTE: CONTRACTOR TO VERIFY ELECTRICAL METER BASES AND COORDINATE SURROUNDING SIDING FEATURE

BUILDING MATERIAL CALCULATION - ELEVATION #6

MATERIAL	PERCENT	QUANTITY	PERCENT
BRICK	42%	820.7 SF	42%
STUCCO	48%	1,348.4 SF	58%
SIDING	1%	30 SF	1%
GLUING	14%	1,999.1 SF	
TOTAL			

BUILDING FACADES COMPLY WITH GDC CHAPTER 4 (ARTICLE 1, DIVISION 01, SEC. 4.3)

MINIMUM OF 6 ARCHITECTURAL ELEMENTS

ELEMENT	ELEMENT
1. SPRINGS OR CANOPIES	1. SPRINGS OR CANOPIES
2. RECESSED ENTRY	2. RECESSED ENTRY
3. VARIOUS ROOF HEIGHTS	3. VARIOUS ROOF HEIGHTS

BUILDING MATERIAL CALCULATION - ELEVATION #7

MATERIAL	PERCENT	QUANTITY	PERCENT
BRICK	34%	1,277.7 SF	41%
STUCCO	44%	1,877.8 SF	59%
SIDING	2%	17.3 SF	1%
GLUING	20%	3,150.2 SF	
TOTAL			

BUILDING FACADES COMPLY WITH GDC CHAPTER 4 (ARTICLE 1, DIVISION 01, SEC. 4.3)

MINIMUM OF 6 ARCHITECTURAL ELEMENTS

ELEMENT	ELEMENT
1. SPRINGS OR CANOPIES	1. SPRINGS OR CANOPIES
2. RECESSED ENTRY	2. RECESSED ENTRY
3. VARIOUS ROOF HEIGHTS	3. VARIOUS ROOF HEIGHTS



REVISIONS

EMBREE EASTSIDE
CASE NO: 210128-2
GARLAND, TEXAS

ISSUED
03-29-2021



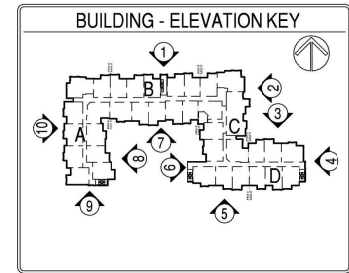
DATE
03-29-2021

PROJECT
21107

SHEET NUMBER

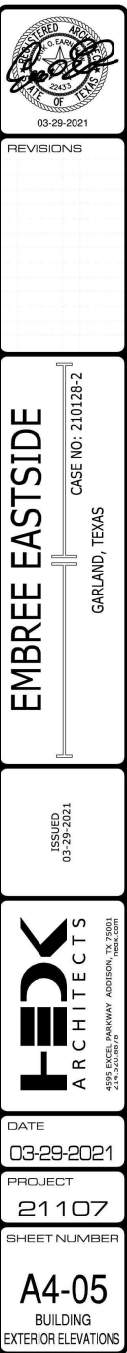
A4-03
BUILDING
EXTERIOR ELEVATIONS

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NAME OF OWNER - EMBREE EAS'SIDE LTD NAME OF APPLICANT - JONATHAN HAKE, CROSS ENGINEERING PLAN PREPARER - ERK EARNSHAW, HEDK ARCHITECTS 4505 EXCEL PARKWAY ADDISON, TEXAS 75001 214.520.8878	PROJECT ADDRESS: XXX EXISTING ZONING: CR-COMMUNITY RETAIL PROPOSED ZONING: PD - MF BASE SIGNAGE TO COMPLY WITH CITY STANDARDS CASE NUMBER - 210128-2.
--	---

BUILDING MATERIAL CALCULATION - ELEVATION #10			
MATERIAL		RATIAL	
BRICK	42%	BRICK	1,804.3 SF 51%
STUCCO	34%	STUCCO	1,558.2 SF 41%
SIDING	4%	SIDING	172.2 SF 4%
GLUZING	20%	TOTAL	3,554.7 SF
BUILDING FACADES COMPLY WITH: GDC CHAPTER 4 (ARTICLE 3, DIVISION 01, SEC. 4.33)			
MINIMUM OF 6 ARCHITECTURAL ELEMENTS			
ELEMENT		ELEMENT	
1. AWNINGS OR CANOPIES		1. ORNAMENTAL WINDOW HEDER	
2. RECESSED ENTRY		2. DIVIDED LIGHT WINDOW	
3. VARIOUS ROOF HEIGHTS		3. ORNAMENTAL FACADE TRIM	
		4. BENCH/OUTDOOR SEATING	





CASE NO: 210128-2

GARLAND, TEXAS

ISSUED
03-09-2021



03-09-2021

21 107

A2-41

MAINTENANCE
BUILDING

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 INDICATES DROP
IN ELEVATION

 INDICATES SLOPE
FROM FINISH FLOOR
(MAX. 1/4" PER FOOT)

F.F. FINISH FLOOR

B.F.F. BELOW FINISH FLOOR

 RADON VENT

- REFER TO STRUCTURAL PLANS AND SPECIFICATIONS FOR FOUNDATION REQUIREMENTS.
- CONTRACTOR SHALL VERIFY ALL STRUCTURAL AND ARCHITECTURAL DRAWINGS AND REPORT ANY DISCREPANCY TO THE ARCHITECT TO FABRICATION OR INSTALLATION OF STRUCTURAL MEMBERS
- SLOPE, SLOPE IS 1/4" PER FOOT AT SLOPE INDICATED IN PLAN.
- ARROWS INDICATE DIRECTION OF SLOPE DOWN.
- DIMENSION AT EDGE OF CONCRETE INDICATED WITH B.F.F. NOTATION (BELOW FINISH FLOOR).
- CONCRETE TO BE NON-SLOPPED SO NO PUDDLING OF WATER WILL OCCUR
- CONCRETE FINISH TO BE NON-SLOOP (BROOM FINISH) IN BREEZEWAYS, CORRIDORS AND PATIOS.
- TO BE CONTIGUOUS JOINTS IN ARCHITECTURAL FINISH WITH STRUCTURAL
- APPLY 1 MIL POLY URETHANE BARRIER TO FOUNDATION

	HATCH INDICATES ROOF WALKING SURFACE RE: MANUF. SPEC.		DRAFT STOP
	HIGH ATTIC VENT (EXHAUST) 113 NFA		INDICATES HVAC CONDENSING LINE
	LOW ATTIC VENT (INTAKE) 113 NFA		22"x30" ONE-HOUR RATED ATTIC ACCESS (LOCKABLE)
	SCUPPER - REF A7-32		DRAFT STOP ACCESS HATCH REFER 028-03/AS-05
	OVERFLOW SCUPPER - REF A7-33		NO ROOF PENETRATIONS WITHIN 4'-0" OF FIREWALL
	DOWN SPOUT		
	ROOF SLOPE		
	ABOVE PLATE LINE		STANDING SEAM METAL ROOF

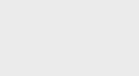
- **ROOF TRUSS LAYOUT, PROFILES AND DESIGN ARE TO BE PROVIDED BY THE TRUSS MANUFACTURER BY WAY OF SHOP DRAWINGS, AND ARE TO BE SIGNED RETAINING THE TRUSS MANUFACTURER'S SEAL.**
- **DOWNSPOUT LOCATIONS ARE CONCEPTUAL IN NATURE AND MUST BE COORDINATED BY THE CONTRACTOR ON SITE WITH THE LANDSCAPING, EXISTING WALLS, SIDEWALKS AND INDIVIDUAL BUILDING ORIENTATION AND DRAINAGE TO INSURE THAT OUTFLOW FROM DOWNSPOUTS DOES NOT CROSS WALKING OR DRIVING SURFACES. IT IS THE INTENT OF THE ARCHITECT THAT GLITTER DOWNSPOUTS TERMINATE IN UNDERGROUND DRAINAGE PIPING AND CARRIED AWAY BY THE BUILDING'S EXISTING DRAINAGE SYSTEMS WHERE POSSIBLE.**
- **REFER TO ELEVATIONS FOR HEEF HEIGHTS.**
- **ROOF VENT CALCULATIONS HAVE BEEN PROVIDED TO SHOW THE REQUIRED NFVA.**
- **REFER TO ATTIC FOR ATTIC ACCESS DOOR DETAILS.**
- **ROOF PENETRATIONS PROHIBITED WITHIN 4'-0" EAVE LINE OF 2 HOUR FIRE WALL.**
- **ALL ATTICS TO BE SPRINKLERED PER NCTCOG AMENDMENTS**



8 HIGH VENT SEPERATION

4 MAINTENANCE SOUTH ELEVATION

5 MAINTENANCE WEST ELEVATION

 P3 MANUFACTURER: SHERWIN WILLIAMS COLOR: SW9163 TIN LIZZIE STUCCO, BALCONY SIDING	 P4 MANUFACTURER: SHERWIN WILLIAMS COLOR: SW2036 QUARTERSAWN OAK ALL TRIM	 W1 MANUFACTURER: PLYGEM COLOR: WHITE WINDOWS AND DOORS	 D1 MANUFACTURER: SEXOX COLOR: DOVE GRAY - 014 <i>DOWNSPOUTS</i>	 R1 MANUFACTURER: GAF TIMBERLINE COLOR: MISSION BROWN <i>ROOF</i>
--	---	---	--	---

6 MAINTENANCE NORTH ELEVATION

7 MAINTENANCE EAST ELEVATION



B1
MANUFACTURER:
MERIDIAN
COLOR:
V170



B2
MANUFACTURER:
MERIDIAN
COLOR:
V224



P1
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
SW6077
EVERYDAY WHITE
STUCCO



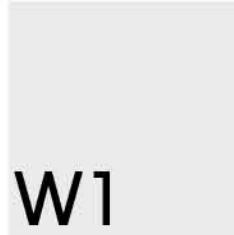
P2
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
SW7511
BUNGALOW BEIGE
STUCCO



P3
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
SW9163
TIN LIZZIE
STUCCO, BALCONY
SIDING



P4
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
SW2836
QUARTERSAWN
OAK
ALL TRIM



W1
MANUFACTURER:
PLYGEM
COLOR:
WHITE
WINDOWS AND
DOORS

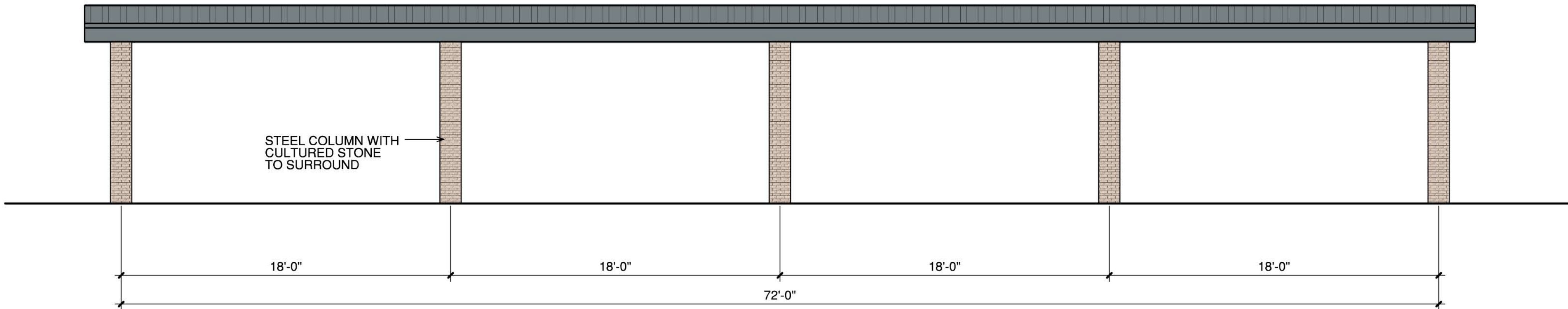


D1
MANUFACTURER:
BERRIDGE
COLOR:
ZINC GREY
DOWNSPOUTS



A1
MANUFACTURER:
BERRIDGE
COLOR:
ZINC GREY
METAL AWNINGS

NOTE:
ALL CARPORT STRUCTURES ARE TO HAVE THE SAME BRICK
USED ON BUILDINGS WRAP THE SUPPORT COLUMNS

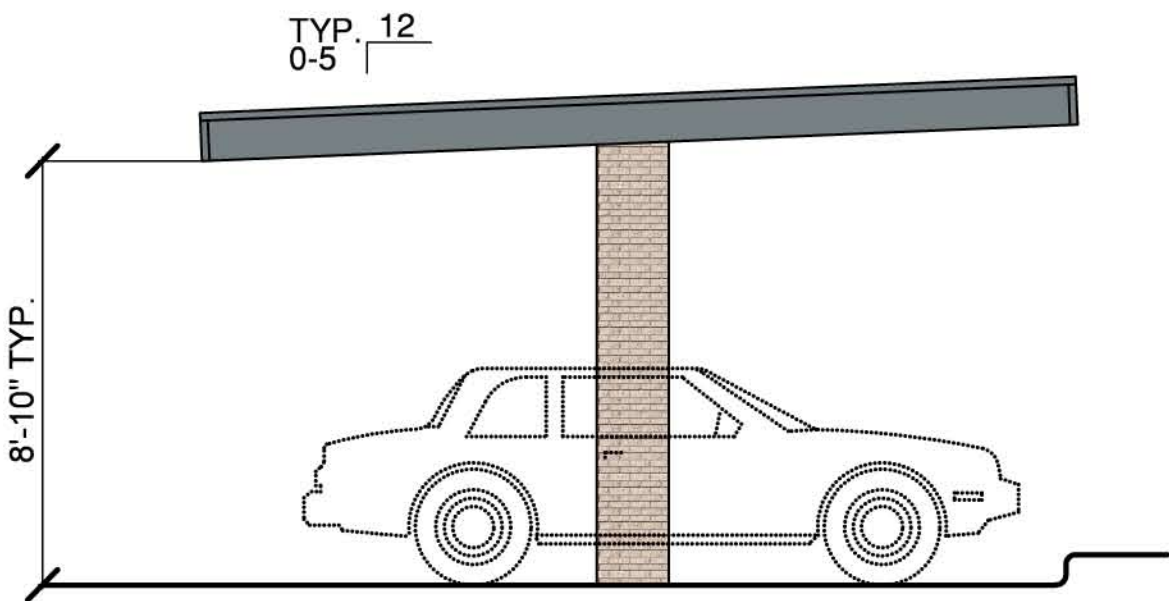


1 CARPORT ELEVATION - 8 EVEN SPACES
SCALE 1/4"=1'-0"

REFER TO CARPORT MANUFACTUER
FOR ENGINEERING AND INSTALLATION

CARPORT NOTES

1. CARPORT TO HAVE A PAINTED METAL STRUCTURE
2. CARPORT TO HAVE A PREFINISH BERRIDGE METAL ROOF PANELS
3. CARPORT DESIGN TO BE ENGINEERED BY CARPORT MFR.
SHALL BE SUBMITTED AS A DEFFERRED SUBMITTAL.



2 CARPORT ELEVATION (TYPICAL)
SCALE 1/4"=1'-0"

REFER TO CARPORT MANUFACTUER
FOR ENGINEERING AND INSTALLATION



REVISIONS

NO.	DESCRIPTION	DATE

EMBREE EASTSIDE

CASE NO: 210128-2
GARLAND, TEXAS

ISSUED
03-09-2021



DATE
03-09-2021

PROJECT
21107

SHEET NUMBER

A2-50

CARPORT

EXHIBIT E

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B1

MANUFACTURER:
MERIDIAN

COLOR:
V170

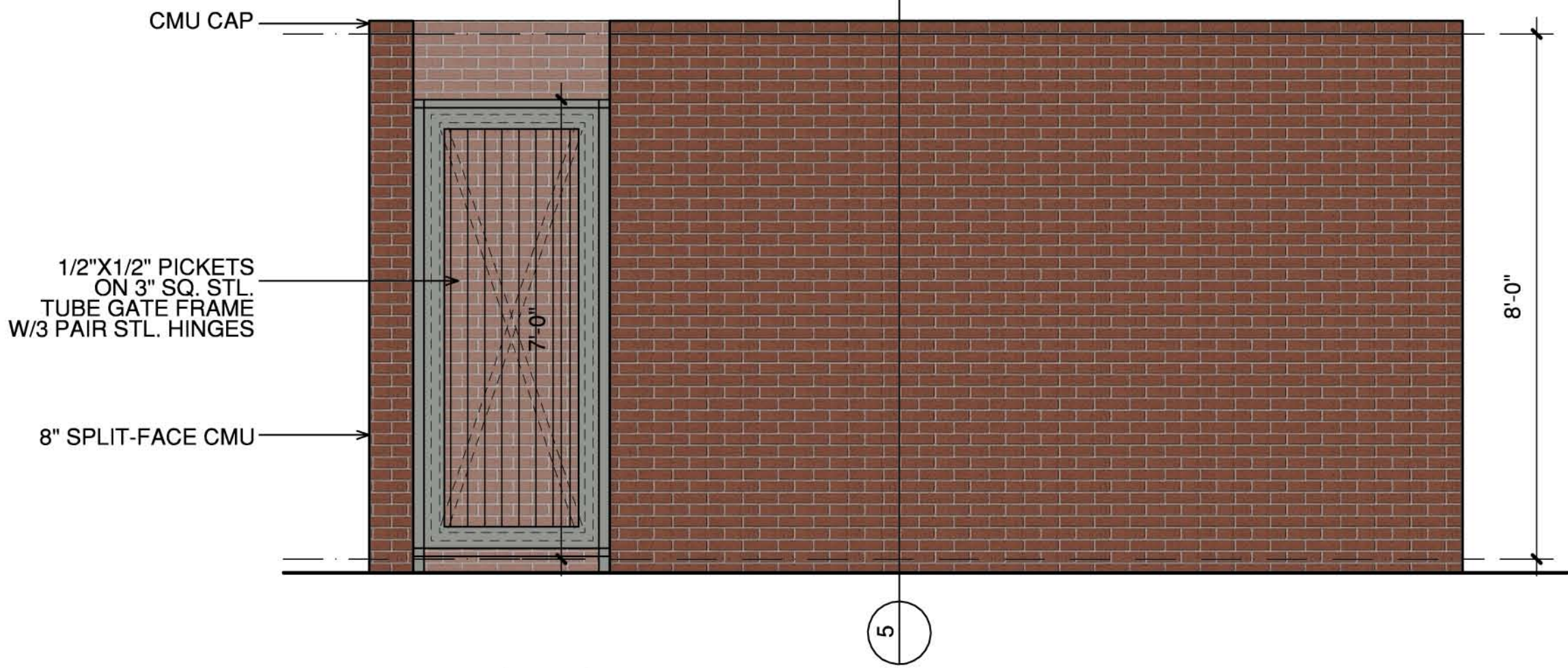
P3

MANUFACTURER:
SHERWIN WILLIAMS

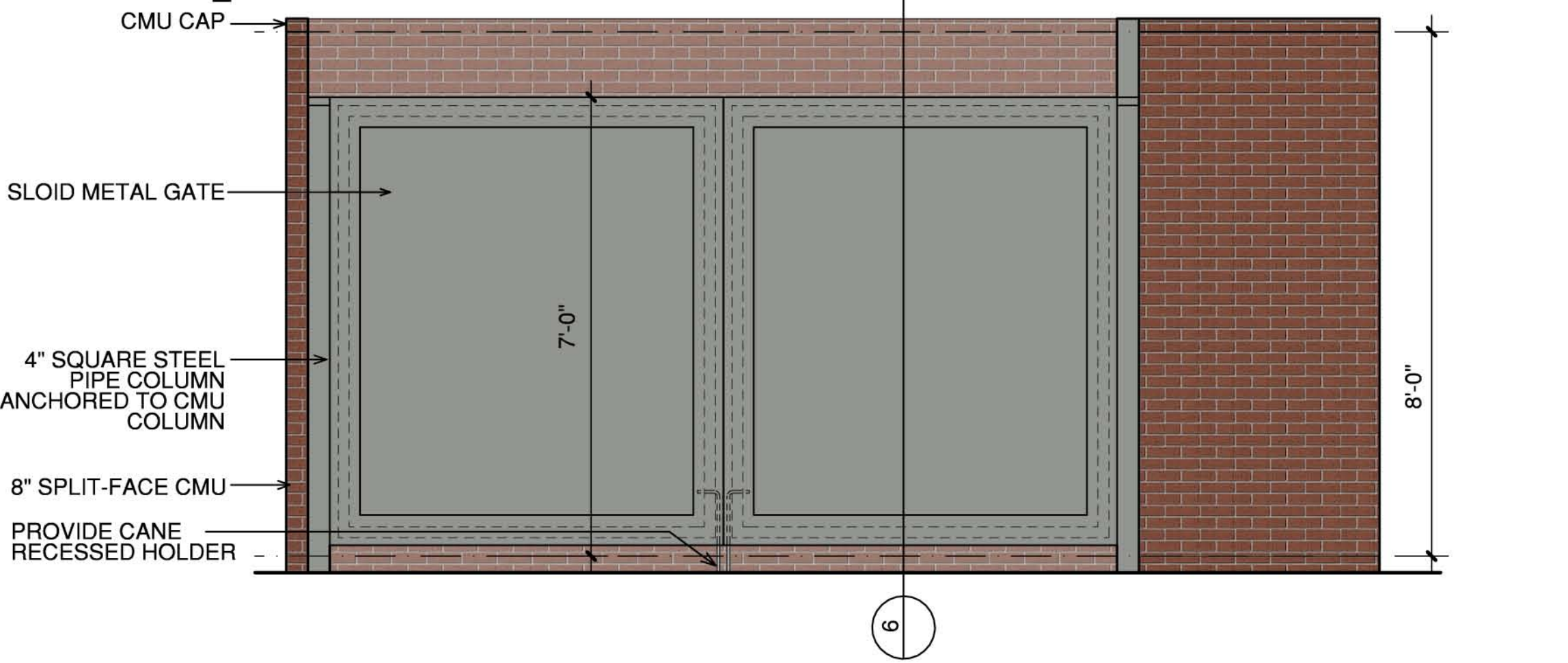
COLOR:
SW9163
TIN LIZZIE

STUCCO, BALCONY
SIDING

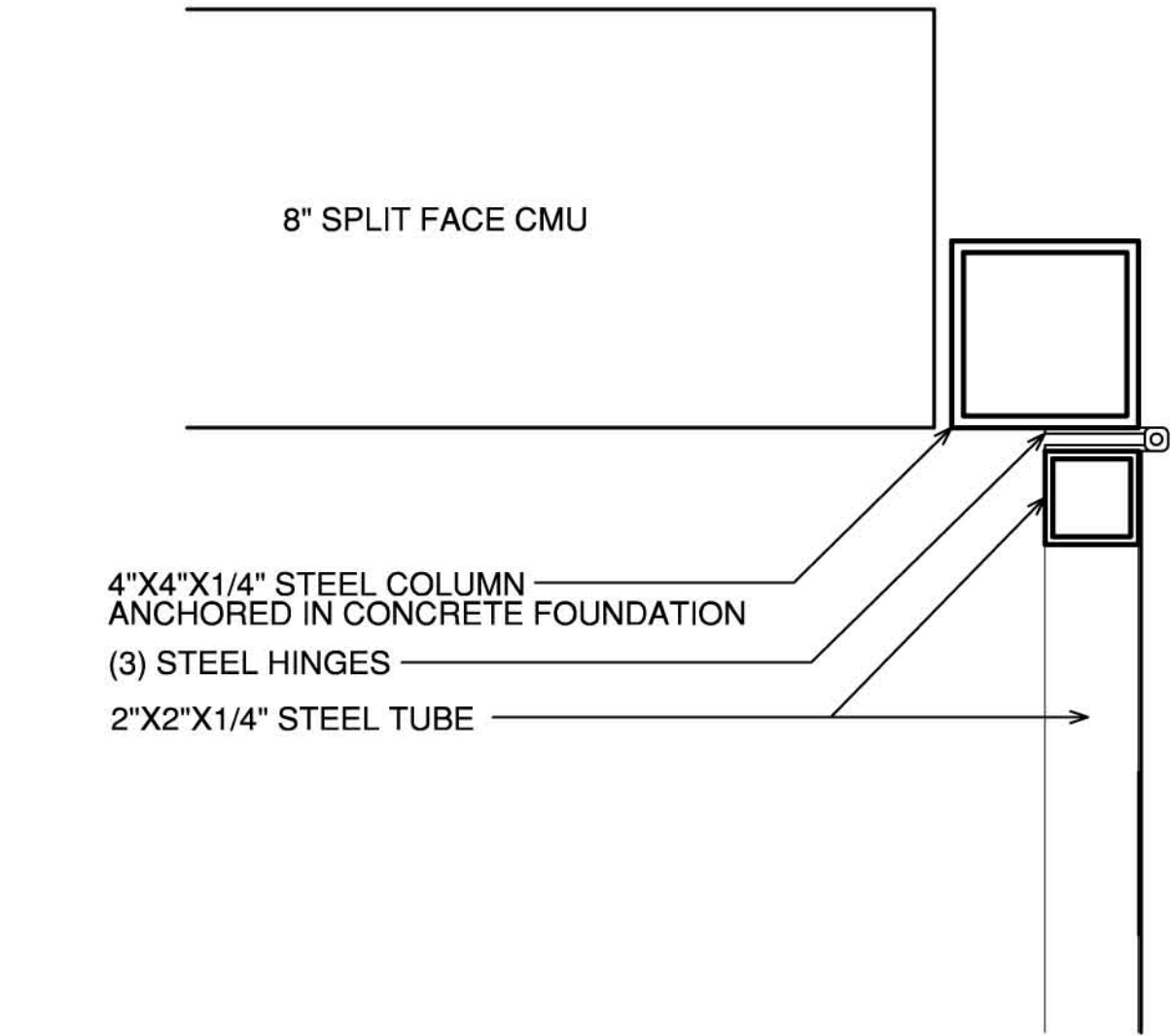
ESTIMATED % OF BUILDING MATERIALS:	
BRICK	100%



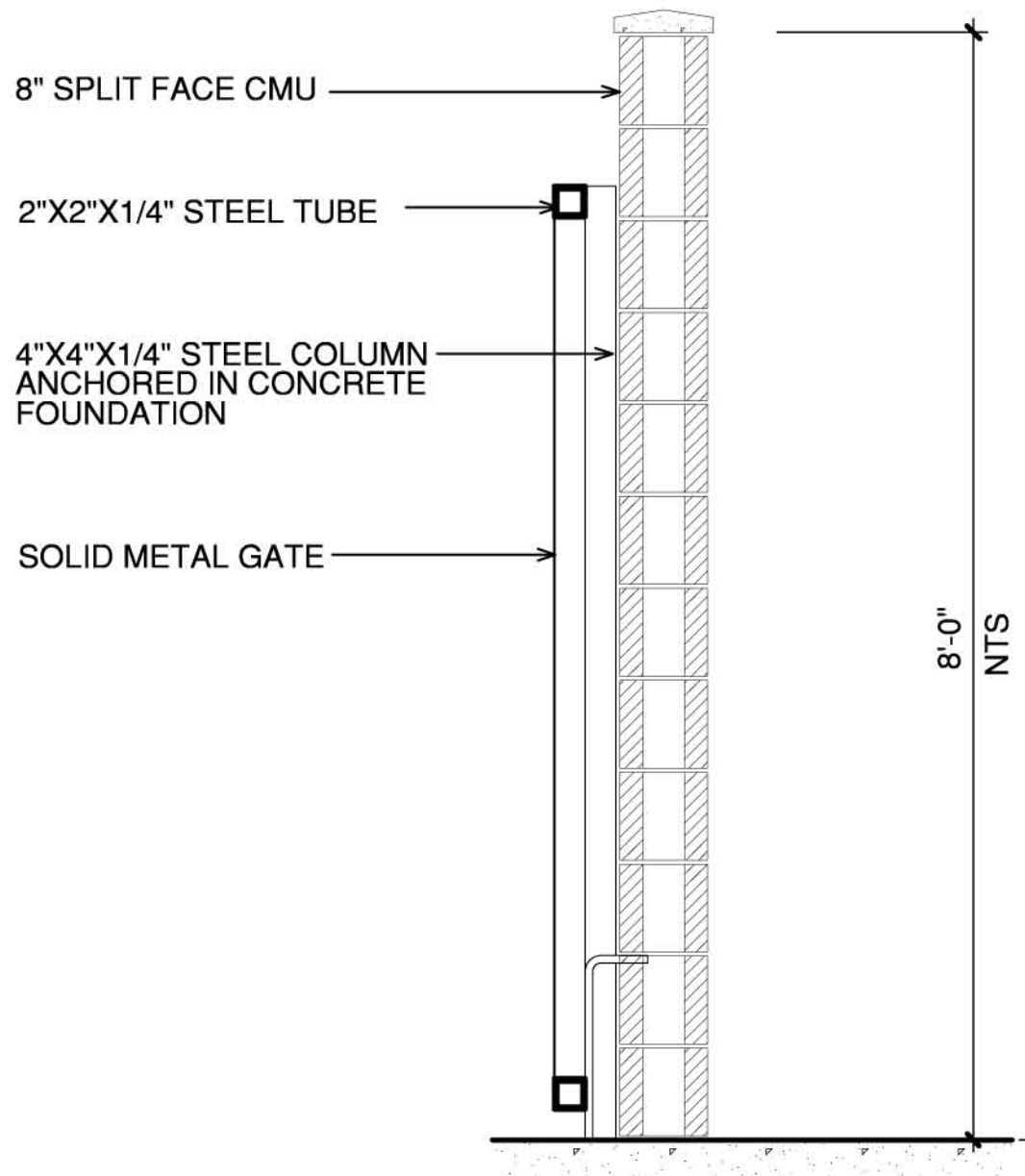
4 END ELEVATION
SCALE 1/2"=1'-0"



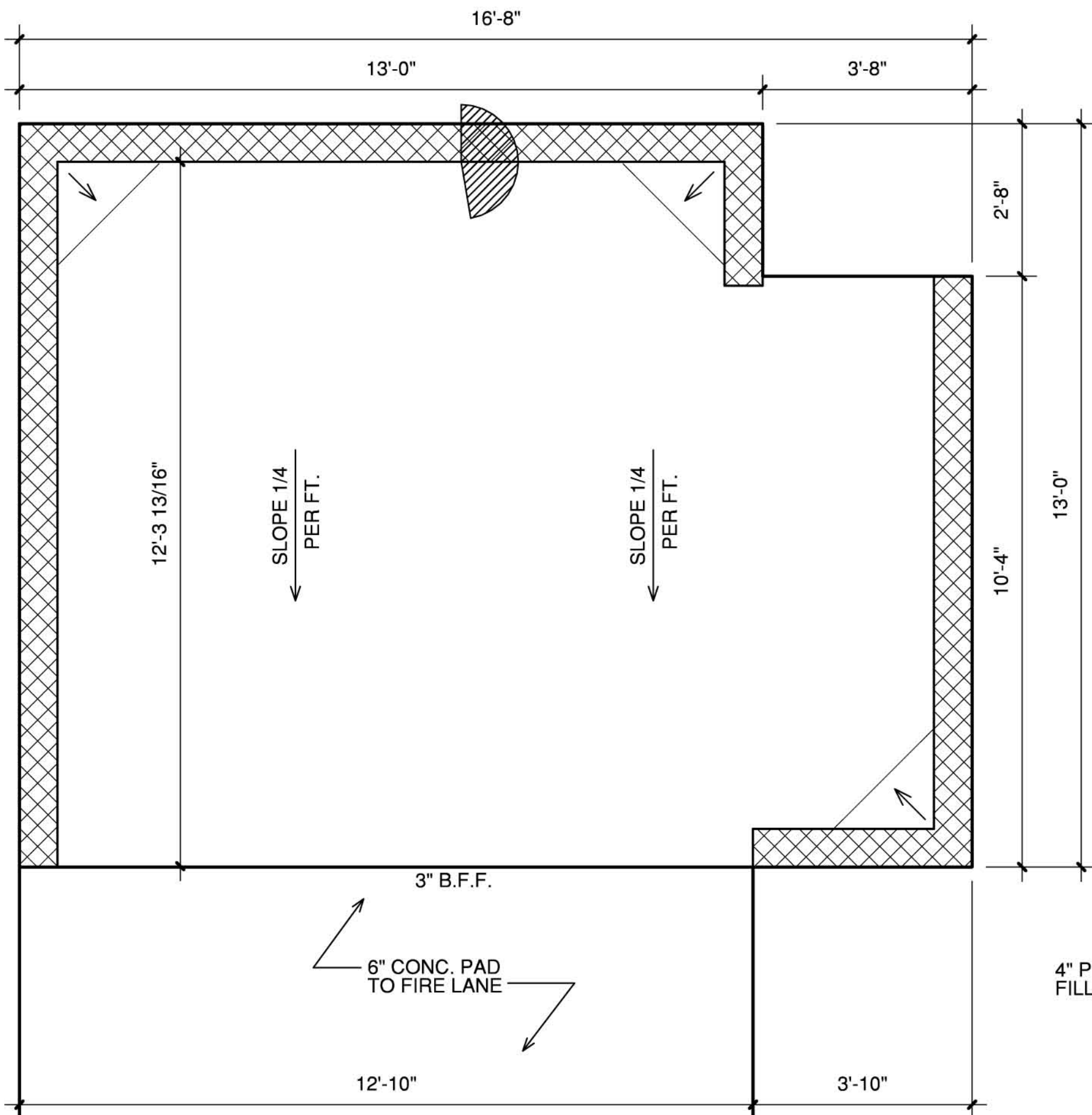
3 FRONT ELEVATION
SCALE 1/2"=1'-0"



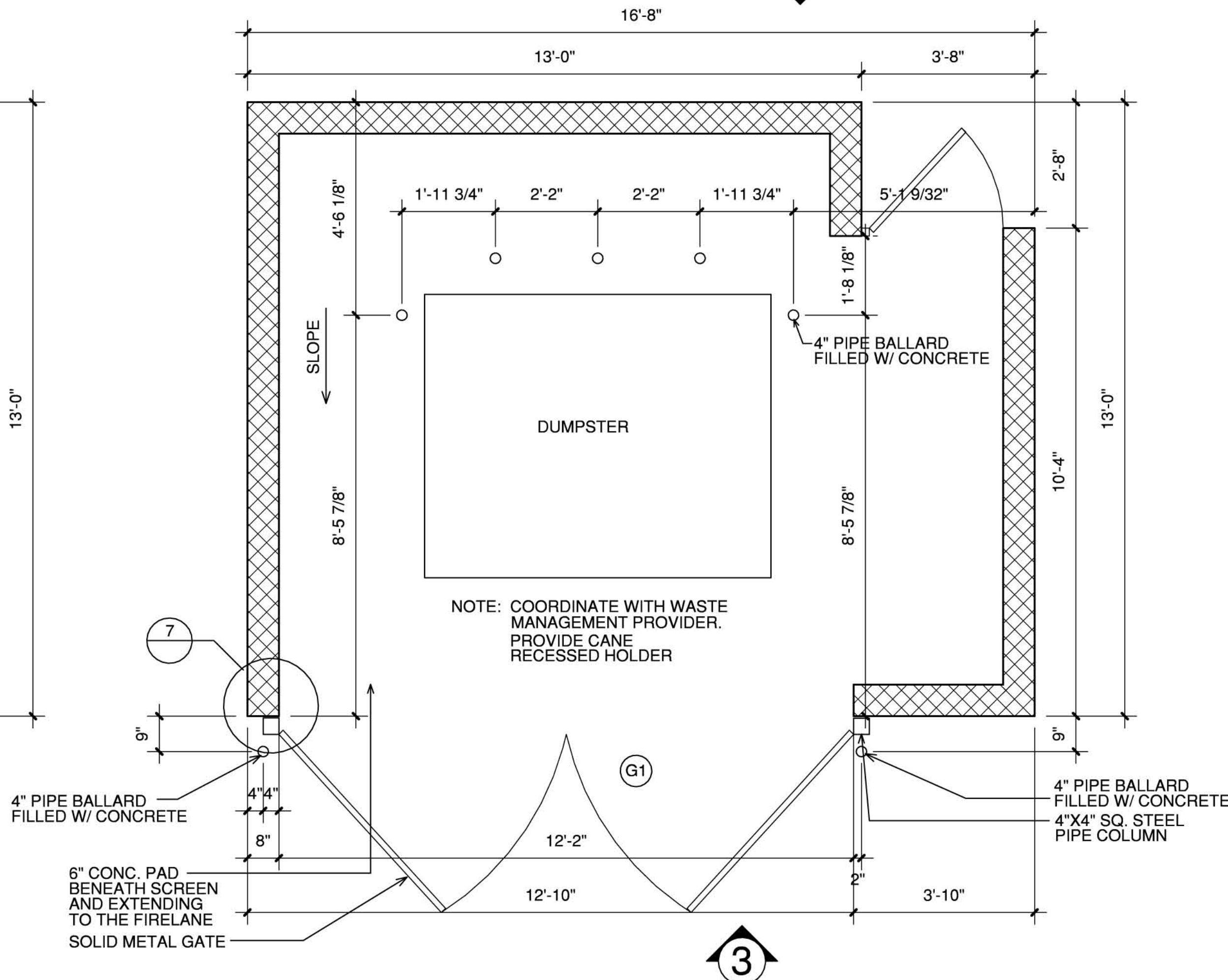
7 GATE HINGE DETAIL
SCALE 3"=1'-0"



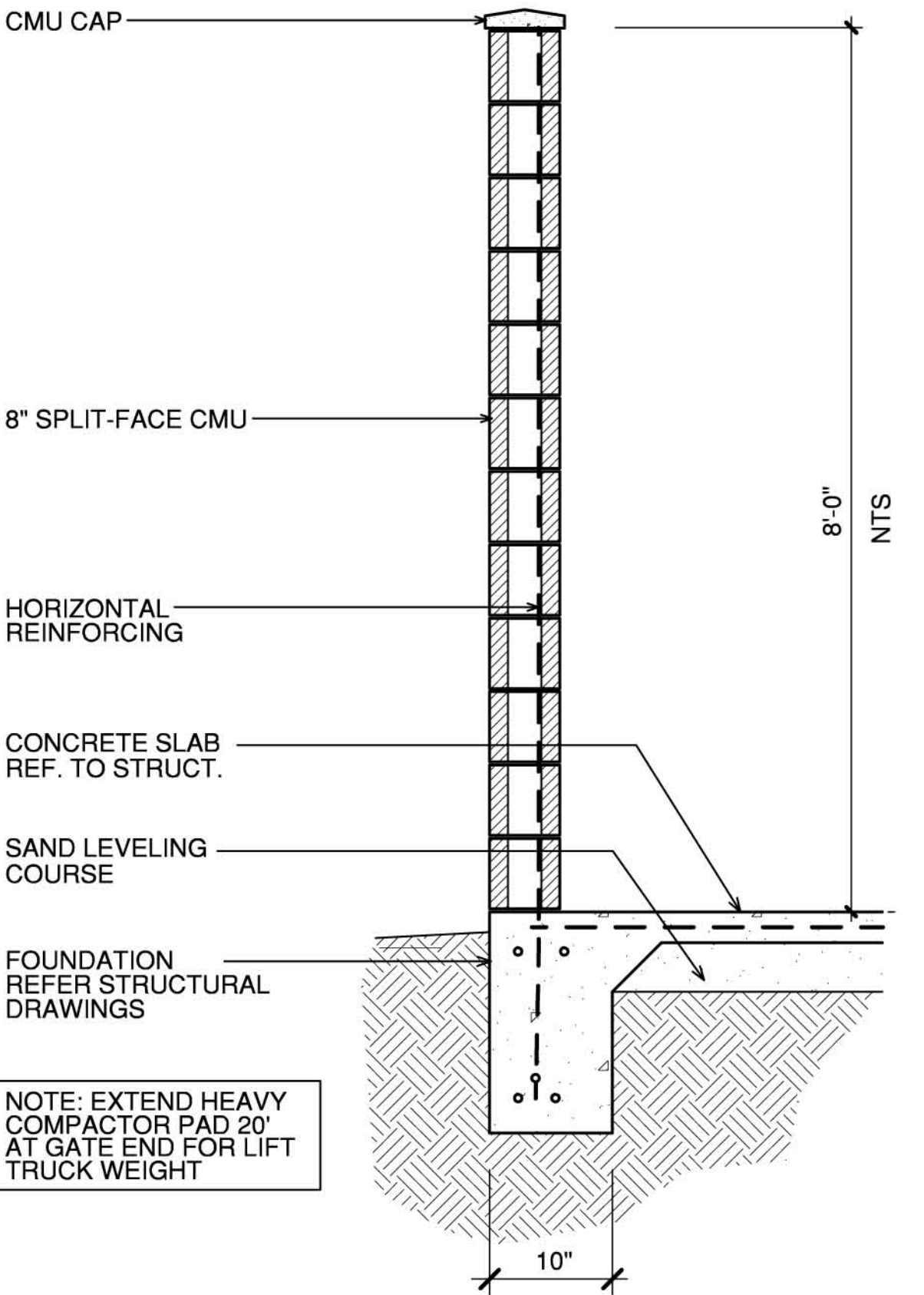
6 GATE
SCALE: 1"=1'-0"



2 TRASH ENCLOSURE - FORMING PLAN
SCALE 1/2"=1'-0"



1 TRASH ENCLOSURE
SCALE 1/2"=1'-0"



5 SCREEN WALL
SCALE: 1"=1'-0"



REVISIONS	

EMBREE EASTSIDE

CASE NO: 210128-2

GARLAND, TEXAS

ISSUED

03-09-2021

HEDK ARCHITECTS

4505 EXCEL PARKWAY ADDISON, TX 75001

214.520.6878

DATE

03-09-2021

PROJECT

21107

SHEET NUMBER

A2-30

TRASH ENCLOSURE

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**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. b.

Meeting Date: 05/18/2021

Item Title: DD 20-03 Good Samaritans of Garland (District 2)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

File No. DD 20-03 Good Samaritans of Garland

Recommendation/Action Requested and Justification

Consider approval of the attached order.

Attachments

DD 20-03 Order

DD 20-03 Exhibits

ZONING FILE NO. DD 20-03

GOOD SAMARITANS OF GARLAND, § CITY COUNCIL OF THE
Applicant, § CITY OF GARLAND, TEXAS

**ORDER FOR A MAJOR WAIVER TO A DOWNTOWN
DEVELOPMENT PLAN**

WHEREAS, on April 12, 2021, the Plan Commission of the City of Garland, Texas held a public hearing on the above referenced application (“Application”) to allow the construction of a 2,700 square-foot building for an existing Social Service Facility on a property located generally at 214 N. 12th Street consisting of Lot 3 and parts of Lots 4 and 5 in the James Terrace Addition to the City of Garland, Texas (the “Property”) in the In-Town Residential Sub-District of the Downtown Zoning District;

WHEREAS, the Plan Commission recommended approval of the Application;

WHEREAS, Section 7.30(C) of the GDC states, “Major Waivers are material and substantial changes to the design standards in the Downtown district, or changes which may initially appear to be in conflict with the goals and intent of this district. Major Waivers may only be approved by the City Council, following a recommendation by the Planning Director and the Plan Commission in conjunction with a decision on an application for approval of a Downtown Development Plan;”

WHEREAS, Section 7.30(D) of the GDC states, “The City may impose conditions in the granting of any Waiver in order to implement the Downtown Plan, and to mitigate negative impacts to neighboring properties, public streets, or open space;” and

WHEREAS, after considering the testimony of the witnesses, the written submissions contained in the record of this zoning file (including, without limitation, the proposed plan and other submissions from the Applicant), and all relevant facts, the City Council determines that the requested Major Waiver and the recommendation of the Plan Commission be accepted and approved, provided, that in order to mitigate any negative impacts to neighboring properties, public streets, or open spaces, it is appropriate to provide certain conditions on this Major Waiver approval.

NOW, THEREFORE, IT IS ORDERED that the Application for the Major Waiver be GRANTED subject to the following conditions, all of which shall be incorporated within the certificate of occupancy if the applicant elects to construct an additional/replacement building on the Property:

1. The Property shall be operated only as a food pantry under the terms of this Order which shall consist solely of a single facility providing for the collection, storage, and non-commercial distribution of food to end-users without compensation, that is, without payment or exchange for other consideration by the person to whom the food is provided for consumption. The intended

use contemplates only food pantry operations or similar non-profit means of providing food assistance to low-income and other persons in need by providing a temporary source of food.

2. Mobile or transitory services not directly related to the collection, storage, and non-commercial distribution of food, such as (but not limited to) portable or temporary showers, laundry or clothes washing, medical or counseling services are prohibited.

3. Outdoor amplified sound devices are prohibited except as may be otherwise allowed as provided in the Code of Ordinances.

4. The Major Waiver provided under this Order applies only to the site plans and elevations attached hereto as Exhibit A and development of the Property shall strictly conform thereto. In the event of conflict between the terms of this Order and those attachments, the conditions listed herein control.

5. A certificate of occupancy for the Property may be issued only on the basis of this Order.

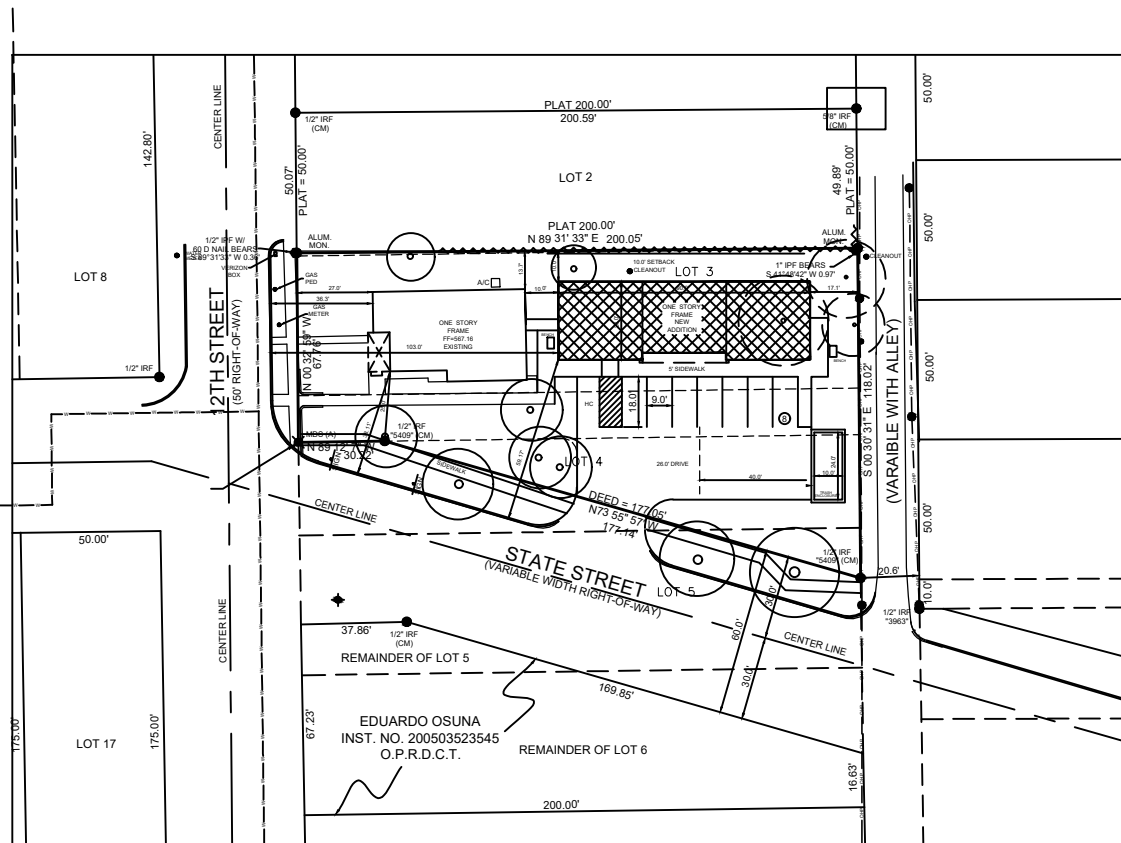
SO ORDERED, this the ____ day of May, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



PROJECT TABULATION

SITE AREA	17,803 SF
ZONING	TD
EXISTING BUILDING	1,574 SF
NEW ADDITION	2,280 SF
TOTAL	3,754 SF
COVERAGE	22 %

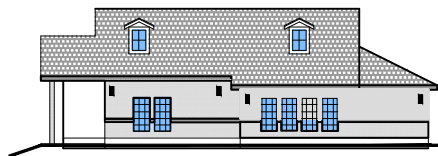
PARKING REQUIREMENTS	
OFFICE AREA	1,324 SF/300 = 4
FOOD PANTRY	2,650 SF/1000 = 3
TOTAL REQUIRED	7
TOTAL PROVIDED	8

EXHIBIT A

Good Samaritans of Garland
214 N. 12th. Street
Garland, Texas 75040

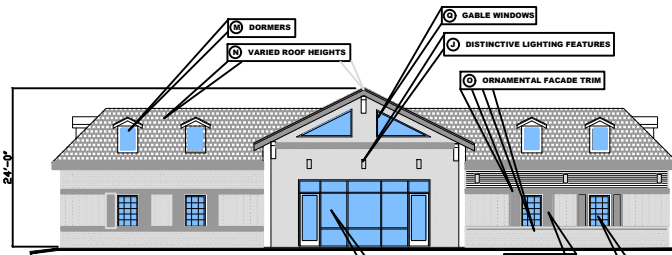
Charles Voigt Architects
1200 W. STATE STREET, GARLAND, TEXAS 75040
OFFICE 972-567-3397 FAX 972-272-8761

Date Issued 3-4-21
Project No. 2020-11
Sheet Title
SITE PLAN
Sheet Number
A101
Sequence 1 of 2



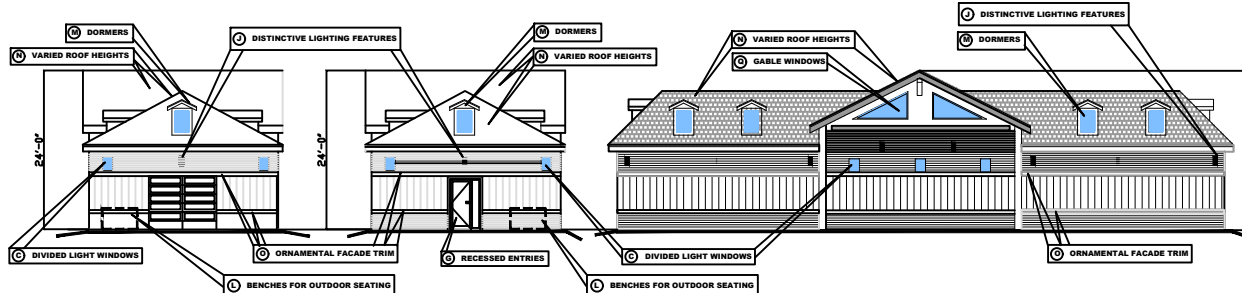
**EXISTING BUILDING
W. STATE STREET (SOUTH)**

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



**NEW BUILDING
W. STATE STREET (SOUTH)**

2
SCALE: 1/4"=1'-0"



3 EAST ELEVATION

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

4 WEST ELEVATION

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

5 NORTH ELEVATION

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

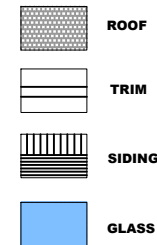
GARLAND DEVELOPMENT CODE

DESIGN ELEMENTS

- (C) DIVIDED LIGHT WINDOWS
- (B) SHUTTERS
- (E) RECESSED ENTRIES
- (J) DISTINCTIVE LIGHTING FEATURES
- (L) BENCHES FOR OUTDOOR SEATING
- (M) DORMERS
- (N) VARIED ROOF HEIGHTS
- (O) ORNAMENTAL FACADE TRIM
- (G) GABLE WINDOWS

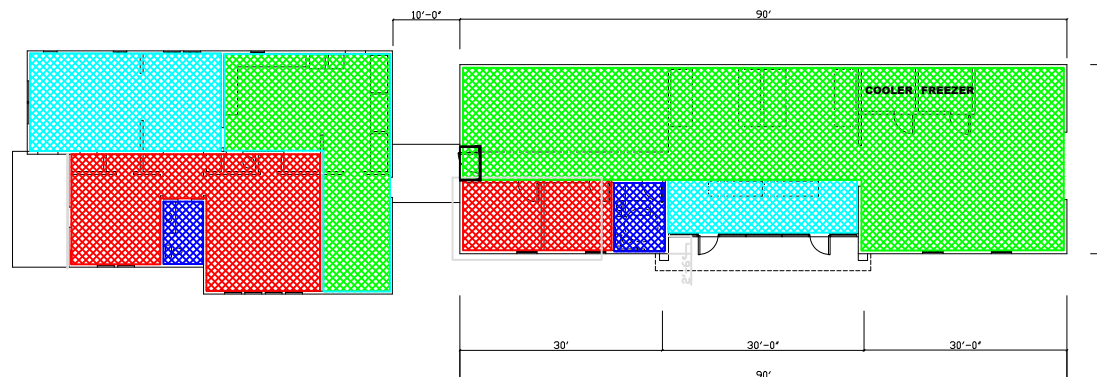
ELEVATION

	N	W	S	E
(C)	●	●	●	●
(B)	●	●	●	●
(E)	●	●	●	●
(J)	●	●	●	●
(L)	●	●	●	●
(M)	●	●	●	●
(N)	●	●	●	●
(O)	●	●	●	●
(G)	●	●	●	●



Space Allocation

- Office Space
- Food Pantry
- Distribution
- Employee Restrooms



3 Existing Plan

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

4 Floor Plan

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

EXHIBIT A

Shearer, Monk, & Voigt
Architects and Engineers
1200 N. STATE STREET, GARLAND, TEXAS 75040
OFFICE: 972-50-3397 • FAX: 972-27-2061

Good Samaritans of Garland
214 N. 12th. Street
Garland, Texas 75040

Date Issued 3-04-21
Project No. 2020-05
BUILDING PLAN
ELEVATIONS
Sheet Number
A201
Sequence 2 of 2



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

4.

Meeting Date: 05/18/2021

Item Title: TxDOT Click It or Ticket Grant May 2021

Submitted By: Jeffrey Bryan, Chief of Police

Summary of Request/Problem

Council is requested to adopt a resolution authorizing the City Manager to accept a State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) grant, consisting of conducting intense vehicle occupant protection enforcement in the amount of \$6,201.30. The required enforcement period will be from May 21, 2021, to June 9, 2021. The grant will be utilized to provide a greater level of traffic safety for the citizenry of the City of Garland by potentially changing the driving habits of those who violate the laws related to vehicle occupant protection and child safety seat enforcement thereby reducing the number of injuries and fatalities related to motor vehicle accidents.

This item was considered by Council at the May 17, 2021, Work Session.

Recommendation/Action Requested and Justification

Approve a resolution authorizing the City Manager to accept the State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) grant for May 21, 2021, to June 9, 2021 in the amount of \$6,201.30.

Attachments

CIOT Resolution May 2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) - CLICK IT OR TICKET (CIOT) GRANT IN THE AMOUNT OF \$6,201.30; AND PROVIDING AN EFFECTIVE DATE. BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to accept a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program - Click It Or Ticket (CIOT) Grant in the amount of \$6,201.30, for the purpose of vehicle occupant restraint enforcement during the period from May 21, 2021 through June 9, 2021.

Section 2

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

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

5.

Meeting Date: 05/18/2021

Item Title: 2020-21 Budget Amendment No. 5

Submitted By: Allyson Bell Steadman, Budget Director

Summary of Request/Problem

At the May 17, 2021 Work Session, Council considered an amendment to the 2020-21 Adopted Budget. For Council's consideration is an ordinance amending the 2020-21 Adopted Budget to appropriate funds in the amount of \$32,000 in the Heliport Fund for a flight path redevelopment study.

Recommendation/Action Requested and Justification

Consider approval of the ordinance amending the FY 2020-21 Adopted Budget.

Attachments

Ordinance - Budget Amendment No. 5

Exhibit A - Policy Report

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2020-21 OPERATING BUDGET (BUDGET AMENDMENT NO. 5); PROVIDING FOR SUPPLEMENTAL APPROPRIATION OF FUNDS IN THE HELIPORT FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2020-21 Operating Budget and appropriated the necessary funds out of the Heliport Fund for various operations and activities of the City that may be lawfully funded through such source;

WHEREAS, the City Charter provides that the City Council may approve any amendments and supplements to the budget as deemed necessary; and

WHEREAS, the City Council has reviewed and concurred with a Policy Report that establishes the need for changes to the appropriations from the Heliport Fund;

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

Section 1

The City Council hereby authorizes and approves an amendment to the 2020-21 Operating Budget (Budget Amendment No. 5) for the purpose and in the amount as shown in Exhibit A (Policy Report), attached hereto and incorporated herein by reference.

Section 2

The City Council hereby amends Ordinance No. 7172, Section 1, adjusting the operating appropriation in the Heliport Fund in the amount and for the purpose specified in Exhibit A (Policy Report), attached hereto.

Section 3

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

PASSED AND APPROVED this the 18th day of May, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

Work Session Item . 0.

Meeting Date: May 17, 2021
Item Title: 2020-21 Budget Amendment No. 5
Submitted By: Allyson Bell Steadman, Budget Director
Strategic Focus Areas: Sound Governance and Finances

ISSUE

Amend the 2020-21 Adopted Budget in order to appropriate available funds for a flight path redevelopment study for the Garland Heliport.

OPTIONS

- A. Approve Budget Amendment No. 5 as proposed.
- B. Do not approve Budget Amendment No. 5.

RECOMMENDATION

Option (A) – Approve Budget Amendment No. 5 as proposed. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 18, 2021, Regular Meeting.

BACKGROUND

The parcel adjacent to the Garland Heliport has been in the process of constructing a building addition. It has become apparent that this building addition will be in conflict with one of the current flight paths. In order to allow the development to proceed, which is supported by the City, modifications will need to be made to the Heliport. The extent and cost of these modifications must be determined prior to approving the construction of the building. Because the development is ready to move to construction at this time, flight path redevelopment is urgent. A second phase of consulting services will also use Heliport funds to construct the modifications.

Budget Amendment No. 5 proposes to increase the Heliport Fund's FY 2020-21 appropriations by \$32,000 for a flight path redevelopment study. Funding for this request will come from excess fund balance reserves.

CONSIDERATION

Staff seeks the Council's concurrence for approving the proposed amendment to the 2020-21 Adopted Budget.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

6.

Meeting Date: 05/18/2021

Item Title: Street Parking Ordinance

Submitted By: Jeffrey Bryan, Chief of Police

Summary of Request/Problem

At the May 3, 2021 Work Session, Council considered an ordinance that will prohibit parking unregistered vehicles on streets.

Recommendation/Action Requested and Justification

Approve an ordinance amending Chapter 33, "Transportation," of the Code of Ordinances of the City of Garland adding a new subsection to 33.55(A) and 33.55(B).

Attachments

Street Parking Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 33, "TRANSPORTATION", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS TO PROVIDE A PARKING OFFENSE FOR CERTAIN PARKING ON PUBLIC PROPERTY; 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.

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

Section 1

That Sec. 33.55(A) of Chapter 33, "Transportation", of the Code of Ordinances of the City of Garland, Texas, is hereby amended by adding a new subsection (A)(18) to read as follows:

"(18) On a roadway if the vehicle is unregistered or registration of the vehicle is expired by more than ninety (90) days."

Section 2

That Sec. 33.55(B) of Chapter 33, "Transportation", of the Code of Ordinances of the City of Garland, Texas, is hereby amended by adding a new subsection (B)(18) to read as follows:

"(18) On a roadway if the vehicle is unregistered or the registration of the vehicle is expired by more than ninety (90) days."

Section 3

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

Section 4

That Chapter 33, "Transportation" of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 5

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 6

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

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED:



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

7.

Meeting Date: 05/18/2021

Item Title: COVID-19 Immunization Grant

Submitted By: Jason Chessher, Managing Director

Summary of Request/Problem

Texas DSHS recently announced funding availability to local jurisdictions for the purpose of increasing COVID-19 vaccinations across the jurisdiction. The Garland Health Department submitted a project request for approximately \$1.18 million over three years to improve vaccine access among critical population groups. Funding will be used to pay regular full time and temporary employees to provide vaccines at various events throughout Garland, Rowlett and Sachse. This is a reimbursement grant which, means costs associated with the approved work plan will be reimbursed at 100% up to the total grant allocation.

This item was considered by Council at the May 17, 2021 Work Session.

Recommendation/Action Requested and Justification

Authorize the City Manager or his designee to execute a contract agreement with the Texas DSHS to improve access to COVID-19 vaccines across Garland, Rowlett and Sachse.

Attachments

COVID-19 Vaccination Capacity Contract



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Kent Manton
Garland Health Department
206 Carver Street
Garland, Texas 75040

Subject: COVID-19 Vaccination Capacity Contract
Contract Number: HHS001019500018
Contract Amount: \$1,184,324.00
Contract Term: Upon Execution through June 30, 2024

Dear Mr. Manton:

Enclosed is the COVID-19 vaccination capacity contract between the Department of State Health Services and Garland Health Department.

The purpose of this contract is to increase COVID-19 vaccination capacity for the jurisdiction.

Please let me know if you have any questions or need additional information.

Sincerely,

Melissa D. Tafoya-Cortez, CTCM
Contract Manager
512-776-2643
Melissa.Cortez@dshs.texas.gov

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001019500018
UNDER THE
COVID-19 IMMUNIZATIONS GRANT PROGRAM**

I. PURPOSE

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**”), a pass-through entity, and **GARLAND HEALTH DEPARTMENT** (“**GRANTEE**”) (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for the COVID-19 Immunizations Grant Program (the “Contract”).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the *Public Health Services Act* Section 317, 42 U.S. Code Section 247B, and *Texas Government Code* Chapter 791 and *Texas Health and Safety Code* Chapters 12 and 121.

III. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this Contract and terminates on **June 30, 2024**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State.

IV. BUDGET

The total amount of this Contract will not exceed **\$1,184,324.00**. Grantee is not required to provide matching funds.

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

V. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party.

System Agency

Department of State Health Services
P.O. Box 149347 – Mail Code 1990
Austin, Texas 78714-9347
Attention: Holly Zoerner

Grantee

Garland Health Department
206 Carver Street
Garland, Texas 75040
Attention: Kent Manton

VI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
Attn: Office of the Chief Counsel
MC1100
4900 North Lamar Boulevard
Austin, Texas 78751

With copy to

Department of State Health Services
Attention: General Counsel
P.O. Box 149347 – Mail Code 1911
Austin, Texas 78714-9347

Grantee

Garland Health Department
206 Carver Street
Garland, Texas 75040
Attention: Kent Manton

VII. NOTICE REQUIREMENTS

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notices by providing written notice to the other Party. All notices submitted to System Agency must:

- A. include the Contract number;
- B. be sent to the person(s) identified in the Contract; and,
- C. comply with all terms and conditions of the Contract.

VIII. ADDITIONAL GRANT INFORMATION

System Agency Data Universal Numbering System (DUNS) Number: 807391511
Federal Award Identification Number (FAIN): NH23IP922616

DSHS Contract #HHS001019500018

Page 2 of 9

Assistance Listing Name and Number: Immunization Cooperative Agreements 93.268

Federal Award Date: 01/15/2021

Federal Award Project Period through 6/30/2024

Name of Federal Awarding Agency: CDC Office of Financial Resources

Awarding Official Contact Information:

Freda Johnson

Email: wve2@cdc.gov

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS001019500018**

SYSTEM AGENCY

GRANTEE

Signature

Printed Name: _____

Title: _____

Date of Execution: _____

Signature

Printed Name: Kent Manton

Title: Public Health Manager

Date of Execution: _____

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO.
HHS001019500018 ARE INCORPORATED BY REFERENCE:**

ATTACHMENT A: STATEMENT OF WORK

ATTACHMENT B: BUDGET

ATTACHMENT C: HHS UNIFORM TERMS AND CONDITIONS - GRANT

ATTACHMENT D: HHS CONTRACT AFFIRMATIONS

ATTACHMENT E: FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT F: HHS DATA USE AGREEMENT

ATTACHMENT G: FFATA FORM

ATTACHMENTS FOLLOW

ATTACHMENT A STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will conduct any of the following eligible activities that is aligned with the approved workplan:

A. Increase COVID-19 vaccination capacity across the jurisdiction, including among high-risk and underserved populations.

1. Increase the number of vaccine provider sites, including with pharmacies. This can be done through a competitive application process, through enrollment of specific providers into such a program, or through other means.
2. Enroll/train vaccine providers, including complementary providers, to build capacity to vaccinate pediatric and adult populations in accordance with ACIP recommendations.
3. Enlist/educate adult providers, including specialists that see high-risk patients, to identify and refer patients to vaccination clinics if they are not themselves vaccinators.
4. Fund local health departments to expand their operations (e.g., providing vaccinations during evenings, overnight, and on weekends) and to increase their throughput.
5. Support public health workforce recruitment and training including working with health providers from rural communities, communities of color, and/or communities of high social vulnerability (See CDC's Social Vulnerability Index (SVI)).
6. Implement vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics to travel and provide vaccination services in non-traditional settings and/or to supplement the work of local health departments in underserved communities.

B. Ensure high-quality and safe administration of COVID-19 vaccines.

1. Implement site visits to COVID-19 vaccination clinics to provide monitoring and quality assurance support (supportive supervision) and to promote quality improvement.
2. Support vaccine administration sites by responding to issues, questions, and ensuring training as needed for new products or changes to products.
3. Provide supplies (including personal protective equipment (PPE)), equipment, and training to providers and partners for:
 - i. Vaccine storage and handling, including monitoring temperature of vaccines
 - ii. Vaccine transport, including any vaccine-specific considerations, for temporary mass vaccination clinics
 - iii. Vaccine administration
4. Ensure vaccine administration sites have appropriate capabilities to address

- adverse events, including anaphylaxis.
 5. Support provider training and reporting of vaccine adverse events to VAERS.
- C. Ensure equitable distribution and administration of COVID-19 vaccines.
1. Monitor vaccination coverage among population subgroups, identifying populations and geographic areas with low coverage. Implement and evaluate interventions and direct vaccine and vaccination efforts to increase coverage.
 2. Monitor and improve access to vaccinations in communities of high social vulnerability (CDC's Social Vulnerability Index (SVI)).
 3. Continue and expand on the work of Vaccine Equity Committees (or similar committees) to ensure transparency and engagement with the community.
 4. Have a written plan to address high-risk and specific populations (including older adults) and how to reach each group, including congregate settings (e.g., correctional facilities), homeless populations, essential workers, and others.
 5. Partner, plan, and implement vaccination activities with critical organizations. These organizations could include but are not limited to:
 - i. Colleges and Universities
 - ii. Occupational health settings for large employers
 - iii. Churches or religious institutions
 - iv. Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
 - v. Pharmacies
 - vi. Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
 - vii. Organizations and businesses that employ critical workforce
 - viii. First responder organizations
 - ix. Non-traditional providers and locations that serve high-risk populations
 - x. Other partners that serve underserved populations
 6. Plan and implement vaccination activities with organizations and businesses that employ frontline essential workers as defined by the Cybersecurity & Infrastructure Security Agency (CISA).
- D. Grantee must obtain approval from System Agency on the workplan within 30 days of Contract execution.
- E. Submit a quarterly program report on the report template to be provided by System Agency by the last business day of the month following the end of each quarter of the Contract for System Agency review. Submit reports by electronic mail to ImmunizationContractsCOVID3@dshs.texas.gov and to holly.zoerner@dshs.texas.gov. The email "Subject Line" and the name of the attached file for all reports should be clearly identified with the Grantee's Name and Contract Number.
- F. Grantee may use funds to pay pre-award costs which date back to December 1, 2020, that are directly related to the activities outlined in the Statement of Work.

All pre-award costs must be approved in writing by System Agency.

- G. Grantee may not use funds for research, clinical care, fundraising activities, or funding an award to another party or provider who is ineligible. Other than normal and recognized executive-legislative relationships, no funds may be used for:
1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative act or Executive order proposed or pending before any legislative body.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms.shtm>. The Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us
EMAIL: CMSInvoices@dshs.texas.gov

- B. Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B, BUDGET** to this Contract.
- C. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to System Agency upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, then the Grantee will reimburse System Agency for that cost.
- D. Grantee will submit quarterly Financial Status Reports (FSRs) to System Agency by the last business day of the month following the end of each quarter of the Contract for System Agency review and financial assessment. The quarters are as follows:

1. July 1 through September 30
 2. October 1 through December 31
 3. January 1 through March 31
 4. April 1 through June 30
- E. Grantee will submit a request for reimbursement (HHS Form B-13) as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement requests received in the System Agency office more than forty-five (45) calendar days following the termination of the Contract may not be paid.
- F. Grantee will submit a final FSR as a final close-out FSR not later than forty-five (45) calendar days following the end of the term of the Contract.

ATTACHMENT B
BUDGET

Organization Name: Garland Health Department

Program ID: IMM/COVID-19

Contract Number: HHS001019500018

Budget Categories	Total Budget Amount
Personnel	\$844,800.00
Fringe	\$321,024.00
Travel	\$0.00
Equipment	\$18,500.00
Supplies	\$0.00
Contractual	\$0.00
Other	\$0.00
Total Direct	\$1,184,324.00
Indirect	\$0.00
Total	\$1,184,324.00

Remainder of page intentionally left blank

Attachment C

HHSC Uniform Terms and Conditions Version 2.16.1
Published and Effective: March 26, 2019
Responsible Office: Chief Counsel



TEXAS

Health and Human Services

Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.16.1

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

“Attachment” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference for all purposes.

“Deliverable” means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” or “Request for Applications (RFA)” means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

“Solicitation Response” or “Application” means Grantee’s full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, authorized representatives and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Contract or through use of any funding provided under this Contract.

“Uniform Grant Management Standards” or “UGMS” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

- A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
 - i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
 - ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
 - iii. Advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has

implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

- B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.2 FINAL BILLING SUBMISSION

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

2.3 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.4 USE OF FUNDS

Grantee shall expend funds under this Contract only for approved services and for reasonable and allowable expenses directly related to those services.

2.5 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.6 PROGRAM INCOME

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Contract.

2.7 NONSUPPLANTING

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

2.8 ALLOWABLE COSTS

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 RECAPTURE OF FUNDS

A . At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
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- B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.
- ii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.
- iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.
- v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

B. Financial Statements

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at: or,

<https://hhspportal.hhs.state.tx.us/heartwebextr/hhscSau>

ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements

Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:

i. HHS portal at:

<https://hhspportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

5.2 FEDERAL ASSURANCES

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

5.3 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated

therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

6.2 GRANTEE'S PRE-EXISTING WORKS

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this **Article VI**.

6.4 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

6.5 SURVIVAL

The provisions and obligations of this **Article VI** survive any termination or expiration of the Contract.

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

7.4 SAO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Grantee found to be in error;
- iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
- v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

ii. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

- A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.3 LEGAL OBLIGATIONS

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.4 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.5 INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENCE ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.**

9.6 ASSIGNMENTS

- A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.**
- B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.**

9.7 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

9.8 TECHNICAL GUIDANCE LETTERS

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

9.9 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.
- B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

9.10 GOVERNING LAW AND VENUE

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-

enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 NO WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.15 PUBLICITY

- A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.
- C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in the Contract will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.18 ENTIRE CONTRACT AND MODIFICATION

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.20 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

9.21 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- i. all persons employed to perform duties within Texas during the term of the Contract; and
- ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

9.22 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

- v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
 - C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
 - D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
 - E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
 - F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
 - G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
 701 W. 51st Street, Mail Code W206
 Austin, Texas 78751
 Phone Toll Free: (888) 388-6332
 Phone: (512) 438-4313
 TTY Toll Free: (877) 432-7232
 Fax: (512) 438-5885.

9.23 SYSTEM AGENCY DATA

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder, (the "**System Agency Data**"), is owned solely by System Agency. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

HEALTH AND HUMAN SERVICES
CONTRACT NO.
Attachment D CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

- 1.** Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.
- 2. Complete and Accurate Information**
Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.
- 3. Public Information Act**
Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- 4. Contracting Information Requirements**
Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and

acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184

- **OIG Website:** ReportTexasFraud.com
- **Internal Affairs Email:** InternalAffairsReferral@hhsc.state.tx.us
- **OIG Hotline Email:** OIGFraudHotline@hhsc.state.tx.us.
- **OIG Mailing Address:** Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.

40. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

41. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

42. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

43. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

44. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

45. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

46. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor**Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')****Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')**

Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed

Signature of Authorized Representative

Kent Manton

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name****Physical Street Address****Mailing Address, if different****Phone Number****Email Address****Federal Employer Identification Number****Texas Franchise Tax Number****Date Signed**

Public Health Manager

Title of Authorized Representative**City, State, Zip Code****City, State, Zip Code****Fax Number****DUNS Number****Texas Payee ID No. – 11 digits****Texas Secretary of State Filing
Number**

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Public Health Manager
APPLICANT ORGANIZATION 	DATE SUBMITTED

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: Public Health Manager

* SIGNATURE:

* DATE:

ATTACHMENT F

HHS DATA USE AGREEMENT

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR”).

ARTICLE 1.

PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. **45 CFR 164.504(e)(1)-(3)**. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.

DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“Authorized Purpose” means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“Authorized User” means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.

CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in **45 C.F.R. 160.103**) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit

Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. **45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.524 and 164.504(e)(2)(ii)(E).**

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F).**

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528.**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2).**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202.**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A).**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B).**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHS and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make

the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306.**

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).**

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. **45 CFR 164.308(a)(2).**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure

and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of

Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

Attachment G**Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION**

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com -	DUNS Number: 9-digits Required www.sam.gov
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 	

Printed Name of Authorized Representative Kent Manton	Signature of Authorized Representative
Title of Authorized Representative Public Health Manager	Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: EA064D2B9DE649BE96BD9452F5BFC456	Status: Sent
Subject: New \$1,184,324.00; HHS001019500018; Garland Health Department; DSHS/LIDS - IMM/COVID-19	
Source Envelope:	
Document Pages: 67	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.16

Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
4/16/2021 7:57:10 PM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

Signer Events

Signature	Timestamp
Kent Manton	Sent: 4/16/2021 8:13:18 PM
Kmanton@garlandtx.gov	Viewed: 4/19/2021 12:37:26 PM
Public Health Manager	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Not Offered via DocuSign	

Andy Marker

Edward.Marker@hhsc.state.tx.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Karen Ray

karen.ray@hhs.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chad Riley

Chad.Riley@hhs.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jennifer Sims

jennifer.sims@dshs.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
CMS Inbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/16/2021 8:13:18 PM
Melissa D. Tafoya-Cortez melissa.cortez@dshs.texas.gov Contract Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/16/2021 8:13:17 PM Viewed: 4/16/2021 8:19:09 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/16/2021 8:13:18 PM
Payment Events	Status	Timestamps



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

8.

Meeting Date: 05/18/2021

Item Title: Fire Station 1 - Land Acquisition

Submitted By: Rick Galceran, Capital Project Management Director

Summary of Request/Problem

Council has been briefed on previous occasions of the construction of a municipal fire complex in an area of east Garland commonly referred to as “the Triangle.” Since the approval of the 2019 Bond Program, Staff has been working with its consultants to acquire the necessary real property to construct the fire complex. Eight (8) purchase agreements have been successfully negotiated with property owners for the acquisition of land needed to move forward with the project.

Recommendation/Action Requested and Justification

Council is requested to consider by minute action the approval of eight (8) real property purchase agreements in the aggregate amount of \$401,550.00.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

9.

Meeting Date: 05/18/2021

Item Title: Naaman School Road R.O.W. and Land Acquisitions

Submitted By: Rick Galceran, Capital Project Management Director

Summary of Request/Problem

Council has been briefed on previous occasions of the plans for Naaman School Road (from Brand to S.H. 78 / Lavon Drive). It is currently a two-lane asphalt street and is being reconstructed to a four-lane divided roadway with curbs. This requires additional land/right-of-way and staff has been working with consultants to acquire the necessary property. One additional purchase agreement has been successfully negotiated with a property owner for the acquisition of land needed to move forward with the project.

Recommendation/Action Requested and Justification

Council is requested to consider by minute action the approval of real estate property purchase agreement in the amount of \$199,000.00.



GARLAND POLICY REPORT

City Council Regular Session Agenda

10.

Meeting Date: 05/18/2021
Item Title: Request for Development Assistance from Future Foam, Inc.
Submitted By: David Gwin, Economic Development Director
Strategic Focus Areas: Growing Economic Base

ISSUE

Consider a development incentive request from Future Foam, Inc. for a partial rebate of applicable Business and Personal Property (BPP) tax required of a proposed new manufacturing project for a specific period.

OPTIONS

1. Approve the staff recommendation for a partial rebate of the applicable BPP tax.
2. Not approve a partial rebate of the applicable BPP tax.

RECOMMENDATION

The City would provide a forty (40%) rebate of ad valorem tax attributed to new BPP value for the 2022 through 2026 tax years upon the company realizing the following performance requirements:

1. Purchase the property at 3000 W. Kingsley Road;
2. Add a minimum of \$6 million in new BPP valuation to the city's tax roll; and
3. Maintain and operate the project in situ for ten (10) years

BACKGROUND

Future Foam, Inc., family owned and based in Iowa, was established over 55 years ago. The company, a manufacturer of an array of polyurethane foam products including carpet cushion, underlayment, toppers, mattress and pillows, has 29 operations nationwide and two globally. They make significant efforts in sustainability and their partnership with major athletic apparel and sporting goods corporations to recycle the material into some of their products. The company will be moving production from one of their two Dallas facilities to the subject site.

The subject site is an approximately 340,000 square feet facility on 19 acre site that has been vacant since 2015. Future Foam purchased and committed to invest \$2.7 million to renovate the property and activate the rail service.

CONSIDERATION

The company purchased the property on 3000 W. Kingsley Road, which was formerly the home of APEX Tool Group. It is a 341,840 square foot facility with a current assessed value of \$6,775,000. Future Foam commits to invest over \$2.7 million in upgrading and renovating the existing facility. In addition to purchasing the referenced real estate, the project will also add \$6 million in new Business Personal Property to the City's tax roll and create 104 full-time jobs with a \$5.6 million annual payroll.

Attachments

Proposed Economic Development Incentive Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the **City of Garland, a Texas home-rule municipality** ("City"), and **Future Foam, Inc., a Nebraska corporation**, and its successors or assigns ("Future Foam") acting by and through their respective authorized officers. The City and Future Foam are referred to individually in this Agreement as a "Party" and together they are referred to as the "Parties."

ARTICLE I

RECITALS

The City and Future Foam each acknowledge and agree that the following recitals are true and correct in all material respects and that the same are incorporated herein and are a material part of this Agreement:

WHEREAS, the City desires to further the public interest and welfare and induce the investment of private resources in productive business enterprises located in certain areas of the City in order to increase tax revenue for real property and business personal property within the City, and promote or develop new business enterprises; and

WHEREAS, Future Foam intends to purchase, occupy and invest \$2.7 million in enhancing approximately 342,000 square feet of an existing Manufacturing Facility on that certain tract of land commonly known as 3000 West Kingsley Road in the City of Garland, Dallas County, Texas (collectively, the "Property," and as more specifically described and depicted in Exhibit "A" attached hereto); and

WHEREAS, Future Foam proposes to fully realize new taxable Personal Property valuation at the Property, as determined by the Dallas County Appraisal District, that upon full investment and operation shall cumulatively result in the addition of a minimum \$6,000,000.00 in new Non-Exempt Assessed Value at the Property (the "Project"); and

WHEREAS, the Project will result in new economic development in the City, including increases in the number of new jobs; will serve as a catalyst for further, perhaps related development in the area; and will increase tax revenues because of investments in real property, business personal property, and taxable sales within the City; and

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

WHEREAS, Future Foam has advised the City that a contributing factor of inducing Future Foam to purchase, occupy and enhance the Property is an agreement by the City to provide an economic development grant to Future Foam as set forth herein; and

WHEREAS, the City is authorized by Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide a program for economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, City wishes to provide incentives to Future Foam to assist in the economic development of the City; and

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

WHEREAS, City hereby finds that this Agreement embodies an eligible Program (defined below) and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City;

NOW, THEREFORE, Future Foam 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 Future Foam and the City, and agree as follows:

ARTICLE II

DEFINITIONS

Section 2.01. "Compliance Certificate" has the meaning set forth in Section 4.02.

Section 2.02. "Manufacturing Facility" means dedicated commercial space containing a facility that is used in the manufacturing or production of tangible personal property, including the processing of such property that results in a change of condition of raw materials into a finished product and the fabrication and assembly of components and materials into a finished product.

Section 2.03. "Operational" means that Future Foam has: (i) received a certificate of occupancy for the Project at the Property; (ii) installed, caused, or allowed to be installed Personal Property of Future Foam that is present for taxing purposes on the Property in accordance with the specific performance dates and amounts specified in Exhibit B, which is attached hereto and incorporated herein by reference for all purposes.

Section 2.04. "DCAD" means the Dallas Central Appraisal District.

Section 2.05. “Non-Exempt Assessed Value” means the total assessed value, as determined by DCAD, of Personal Property assets of Future Foam that are taxable by a Texas taxing authority for ad valorem taxation purposes.

Section 2.06. “Performance Period” means the period of time beginning January 1, 2022 and continuing thereafter through December 31, 2031, which is inclusive of the Performance Rebate Period and the Continued Performance Period, in which Future Foam is obligated to meet certain minimum performance criteria related to DCAD’s assessment of the values of new Non-Exempt Assessed Value present at the Property.

Section 2.07. “Performance Rebate Period” means the period of time during the Performance Period, beginning January 1, 2022 and continuing thereafter until December 31, 2026, in which Future Foam is eligible to receive Performance Rebate Payments subject to the terms and conditions of this Agreement.

Section 2.08. “Continued Performance Period” means the period of time during the Performance Period, beginning January 1, 2027 and continuing thereafter until December 31, 2031, in which Future Foam is obligated to meet certain minimum performance criteria, as described herein, related to DCAD’s assessment of the values of nonexempt Personal Property present on the Property to avoid owing the City claw-back repayments as calculated in below Section 7.15.

Section 2.09. “Performance Rebate Payments” means the City’s payments to Future Foam in the form of annual rebate payments in an amount equal to the applicable percentage as specified in Section 4.01 of this Agreement applied to the total of Future Foam’s increase in tax payments (for the applicable new Personal Property valuations as determined by DCAD) received by the City and attributable to the calendar year immediately preceding the year for which a Performance Rebate Payment is requested by Future Foam in accordance with Article IV.

Section 2.10. “Personal Property” means all materials, supplies, equipment, inventory, or other business personal property attributable to the Project with a taxable situs on the Property that are subject to ad valorem taxes.

Section 2.11. “Personal Property Taxes” are the ad valorem taxes received by the City as a result of the Project on the value of Personal Property located on the Property.

Section 2.12. “Program” means the economic development program for the Project established by the City pursuant to Texas Local Government Code Chapter 380 to promote economic development and stimulate business and commercial activity within the City as represented by the terms of this Agreement.

Section 2.13. “Project” has the meaning described in the Recitals to this Agreement.

Section 2.14. “Property” has the meaning described in the Recitals to this Agreement, which is further identified as the Manufacturing Facility located at 3000 West Kingsley Road.

Section 2.15. “Term” has the meaning described in Section 7.16 hereof.

ARTICLE III

COMMENCEMENT, COMPLETION AND OPERATION OF THE PROJECT

Section 3.01. Commencement and Phasing of the Project. Future Foam shall commence the Project, including dedicating resources and funds to meet the required minimum performance standards more particularly described in Section 3.03, on or before June 30, 2021.

Section 3.02. Continued Operation of Business. After the Project becomes Operational, Future Foam shall continuously operate, maintain, and manage the Project on the Property until at least December 31, 2031 (except in the event of casualty, condemnation, force majeure, or other cause beyond Future Foam’s reasonable control, and except during reasonable periods for repairing, cleaning, decorating and remodeling the Project).

Section 3.03. Non-Exempt Assessed Value Performance Standards. Notwithstanding any other provision contained herein to the contrary, Future Foam shall not be eligible for any Performance Rebate Payments described in Article IV of this Agreement, unless Future Foam meets the express performance standards specifically described below, based on DCAD’s assessment of the new Personal Property of the Project. Future Foam shall be subject to the performance standards set forth below:

- a. Beginning January 1, 2022 and continuing thereafter through December 31, 2031, the required minimum cumulative Non-Exempt Assessed Value of Future Foam’s Personal Property of the Project shall be no less than the corresponding annual required minimum values attributed to new development and investment listed in Table 3.03(a), which is attached hereto as Exhibit B, and incorporated herein by reference.
- b. In each year of the Performance Rebate Period, Future Foam shall meet the collective and cumulative Non-Exempt Assessed Value set forth in this Section 3.03 for the corresponding annual period to be eligible for a Performance Rebate Payment. Future Foam’s failure to meet any minimum performance standard shall subject Future Foam to the recapture and claw-back provisions of Section 7.15.
- c. Future Foam is solely responsible for gathering and calculating the information necessary to calculate the Non-Exempt Assessed Values of Future Foam’s Personal Property.
- d. The Parties agree that any Performance Rebate Payments owed by the City are to be applied solely to the amount of the increase in the Personal Property Tax valuations, as determined by DCAD of the Property as identified in Exhibit B.

Section 3.04. “Most Favored Customer.” If the City desires to become a customer of any products or services of the Project, Future Foam agrees that the City will be offered terms and pricing that Future Foam offers to the most favored of any products and/or services of the Project; however, Future Foam will have no obligation to disclose the terms of any transaction with any customer and Future Foam may modify the terms and conditions to take into account differences as warranted.

Section 3.05. “Furthering Garland Recognition and Pride.” Future Foam acknowledges that the City is engaging in and administering the Program to further the economic interests of the people of Garland and that it is important to the City in that regard that Garland receive recognition for its efforts. In its communications, branding, marketing, and promotions throughout the Term of this Agreement regarding the Project, Future Foam shall use commercially reasonable efforts to recognize that the Project and its associated business operations are located in Garland, Texas rather than “in the Dallas area” or similar non-Garland specific descriptors. The City encourages Future Foam to utilize City services for all solid waste, water, and waste water needs throughout the Term.

Section 3.06. Local Purchases. Future Foam shall make commercially reasonable efforts to purchase within the City of Garland all supplies, materials, and equipment related to the Project and its operation so that the tax situs of sales tax revenue from such purchases is in Garland, Texas; provided that such supplies, materials and equipment are readily available in Garland, Texas, are as good or better quality than those offered outside of Garland, Texas and are offered on competitive terms and conditions.

Section 3.07. High Risk Activities. For the Term of this Agreement, Future Foam agrees to not undertake any activities at the Property that are or would be determined to be of a high risk nature as determined by the City of Garland Fire Marshal.

ARTICLE IV

PERFORMANCE REBATE PAYMENTS FROM THE CITY

Section 4.01. Performance Rebate Payments. Subject to the requirements and limitations of this Article, the other terms and conditions of this Agreement, and Future Foam’s compliance with its obligations under this Agreement, the City shall make Performance Rebate Payments to Future Foam in accordance with this section and the rebate percentages associated with the corresponding Future Foam’s required minimum performance standards indicated in the Tables attached as Exhibit B.

Section 4.02. Process for Payment. Beginning after the tax year 2022, and once each year thereafter for the applicable rebate period through the period for tax year 2026, Future Foam may request a Performance Rebate Payment by written application submitted to the City. The City shall not owe, nor be required to make, a Performance Rebate Payment for any applicable calendar year until such time as:

- a. Future Foam submits to the City a compliance certificate in substantially the form attached hereto as Exhibit "C" (the "Compliance Certificate") together with all information required under the Compliance Certificate reasonably necessary to verify Future Foam's material compliance with its obligations under this Agreement for the preceding year; and
- b. the City has actually received all of Future Foam's Personal Property Taxes owed for the preceding year, as determined by DCAD; and
- c. funds are appropriated by the Garland City Council for the specific purpose of making a Performance Rebate Payment under this Agreement as part of the City's ordinary budget and appropriations approval process or through any subsequent appropriation.

Provided that the foregoing conditions have been satisfied and Future Foam is otherwise in compliance with this Agreement, the City shall pay to Future Foam any Performance Rebate Payments due within ninety (90) days after the last to occur of the events in above subsections (a) through (c) of this Section 4.02.

Section 4.03. Tax Protests. Future Foam agrees that by submitting to the City a request for the payment of a Performance Rebate Payment, Future Foam has (i) finally agreed to the DCAD assessed tax values and the City's tax rate and procedures on which the Performance Rebate Payment will be based without further protest or challenge; (ii) will not make any claim for a refund, repayment, or reduction of those taxes after settling on any appealed tax assessments or bills from any source, including the City; and (iii) once any existing tax protest has been settled, waives, to the extent allowed by law, the right to protest, challenge, or otherwise contest those taxes in any manner. Notwithstanding any other provision of this Agreement to the contrary, no Performance Rebate Payment shall become due for any tax year in which or for which Future Foam is protesting the assessed value or contesting an ad valorem tax due until the protest has been finalized by DCAD, Future Foam, and the affected taxing authority. Future Foam shall promptly notify the City in writing of any ad valorem tax protest relating to the Property or any of Future Foam's Business Personal Property located for tax situs purposes on the Property. In the event Future Foam receives any refund of ad valorem taxes paid to the City after a Performance Rebate Payment has been made for the tax year for which the refund was paid, Future Foam agrees to refund to the City the pro rata amount that the City would have been entitled to retain as calculated by the applicable percentage provided in Article III.

ARTICLE V

PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON CITY OBLIGATIONS

Section 5.01. Personal Liability of Public Officials. No employee or elected official of the City shall be personally responsible for any liability arising under this Agreement.

Section 5.02. Limitations on City Obligations. The Performance Rebate Payments made and any other financial obligation of the City hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the City as provided in this Agreement. Under no circumstance shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Performance Rebate Payments unless the City budgets and appropriates funds to make such payments during the City's fiscal year in which such payments are due. If the City fails to appropriate funds to make any Performance Rebate Payment(s), it shall immediately notify Future Foam of such non-appropriation and Future Foam may, at its sole option, terminate this Agreement, effective upon written notice to the City.

Section 5.03. No Recourse. Except for the right to terminate as provided in Section 5.02, Future Foam shall have no recourse against the City for the City's failure to budget and appropriate funds during any fiscal year to meet the purposes and satisfy its obligations under this Agreement.

Section 5.04. Source of Funds. Performance Rebate Payments shall be made from annual appropriations only from such funds of the City as may be legally appropriated for the implementation of Article III, Section 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code or any other economic development or financing programs authorized by Texas law or the home-rule powers of the City. Any Performance Rebate Payment to be made by the City to Future Foam shall be limited as described in this Section and shall in no event exceed the amounts as are actually paid by Future Foam to and received in hand by the City from Personal Property Taxes and Real Property Taxes on the Project.

ARTICLE VI

INFORMATION REGARDING PERFORMANCE

Section 6.01. Information. Subject to this Article VI, Future Foam shall, at such times and in such form as the City may reasonably request from Future Foam, provide information concerning the performance of Future Foam's obligations under this Agreement.

Section 6.02. Annual Certification Related to Compliance with Agreement. Beginning for the tax year 2022 and continuing each tax year thereafter during the Term and, notwithstanding whether Future Foam is making application for a Performance Rebate Payment, Future Foam shall submit to the City a duly executed and completed Compliance Certificate on or before March 31 or such other later date agreed to by the City, signed by an authorized officer or employee of Future Foam, together with supporting documentation reasonably necessary to verify Future Foam's compliance with this Agreement. The City shall have thirty days after receipt of a Compliance Certificate to notify Future Foam in writing of any questions related to the Compliance Certificate the status of the Project, or information submitted with or in support of the Compliance Certificate or under Section 6.01, and Future Foam shall diligently work in good faith to respond to such questions to the City's reasonable satisfaction.

Section 6.03. Review of Future Foam's Records. To the extent that the City has questions about the information supplied by Future Foam in any report, application, filing, or other document provided under this Agreement, the Parties will engage in good faith efforts to resolve such questions and, upon the City's reasonable request, Future Foam will furnish or make available for inspection documentation reasonably sufficient to verify the accuracy and completeness of the report, application, filing, certification or other information, and to demonstrate the manner in which such items or their contents were calculated or prepared. If, notwithstanding the good faith efforts of the Parties to resolve any questions concerning such items, the Parties are unable to resolve such issues, during the Term and for six (6) months thereafter, the City may examine and audit such books and records of Future Foam as are reasonably sufficient to verify the accuracy of such items. In the event the City's examination reveals a payment deficiency or discrepancy, the Parties will cooperate in good faith to address and resolve such deficiency or discrepancy. Information, documents, and materials provided by Future Foam shall be treated as described in Section 6.04 of this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, Future Foam shall not be required to disclose, permit the inspection of or examination of, or discuss, any document, information or other matter that is not necessary to verify Future Foam's compliance with this Agreement and that (x) constitutes trade secrets or proprietary information, (y) in respect of which disclosure is prohibited by law or any binding agreement or (z) is subject to attorney-client, attorney work product or other privilege recognized under Texas law. Notwithstanding anything to the contrary herein, the City will not have the right to review, inspect or audit any of Future Foam's records for periods that are more than four years from the date of the review, inspection or audit.

Section 6.04. Public Records; Confidentiality. Future Foam acknowledges and agrees that this Agreement, Future Foam's annual compliance certificates, and certain other documents and filings related to this Agreement are or will be public records subject to disclosure (after redaction of information exempt from disclosure as described below) under the Texas Public Information Act. The Parties acknowledge and agree that the Public Information Act exempts from disclosure certain types of records, materials and information, including without limitation: records confidential by law, either constitutional, statutory or by judicial decision (Section 552.101 of the Texas Government Code); social security numbers (Section 552.117(a)(2) of the Texas Government Code); trade secrets and economic development project information (Sections 552.110 and 552.131 of the Texas Government Code); and proprietary commercial information (Section 552.110 of the Texas Government Code). The City will endeavor to use adequate safeguards, no less than those safeguards observed by the City for its own confidential information, to maintain the security and confidentiality of all materials, communications, data and information related to this Agreement or supplied by Future Foam in connection with this Agreement that may be subject to such exemptions from disclosure. Future Foam acknowledges that this Agreement constitutes public information and the materials, communications, data and information related to this Agreement may also constitute public information subject to disclosure under the Public Information Act and agrees that the City may disclose this Agreement, the annual compliance certificates and the portions of materials, communications, data and information related to this Agreement as required by law. The City will make reasonable efforts to (a) give Future Foam prior written notice of a request for public information (other than a request for copies of this Agreement or annual compliance certificates, which Future Foam agrees may be released without notice to Future Foam) in a reasonably practicable time period to allow Future Foam to seek a

protective order or other appropriate remedy, (b) disclose only such information as is required under the applicable law, (c) cooperate with Future Foam in responding to any such records request (but there shall be no obligation for the City to independently request or join in any request for a ruling from the Attorney General, to engage or participate in litigation or to otherwise pursue any remedies sought by Future Foam with regard to asserted proprietary commercial or financial information or trade secrets). The City, without waiving its right to appeal an opinion or ruling under applicable procedures, will or may comply with any opinion or ruling of the Texas Attorney General or court order recommending or requiring redaction or withholding of information in response to a request for public information without further protest or appeal.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

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

“including but not limited to” or “including, without limitation.”

g. The recitals to this Agreement are incorporated herein.

Section 7.02. Force Majeure. Unless otherwise provided, all obligations of Future Foam and City shall be subject to events of “force majeure” which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor, and inadequate capacity within the electric grid outside the control of the City or Garland Power & Light affecting the Property. Notwithstanding any other provision to the contrary, calculations for Performance Rebate Payments owed by the City, including any tax valuations determined by DCAD, are not subject to, and expressly excluded from, events of “force majeure.” Performance Rebate Payment amounts owed by the City shall be strictly calculated in accordance with the terms and conditions of Article III, without regard to any event, contingency, or cause beyond the reasonable control of either Party.”

Section 7.03. Dispute Resolution and Step Negotiations. (a) The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows. Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days’ notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the federal and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

(b) In the event that any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in this Section 7, such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase. If the mediation process has not resolved the dispute within thirty (30) days of the submission of the matter to mediation or within such longer period as the Parties

may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings, subject to the limitations of this Agreement.

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

Section 7.04. Jurisdiction and Venue. City and Future Foam, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other party.

Section 7.05. Accommodation of Financing Parties. To facilitate Future Foam's obtaining of financing to construct and operate the Project, City shall make reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be reasonably requested by Future Foam or Future Foam's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects or unduly burdens the City. Future Foam shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Future Foam or the financing parties, and provided by the City.

Section 7.06. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Section 7.07. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; not to be unreasonably withheld, conditioned or delayed; provided that Future Foam may, without the City's consent, assign this Agreement to a wholly-owned subsidiary or affiliate of Future Foam. However, without the City's consent, Future Foam may enter into a collateral assignment of this Agreement in connection with

any financing of the Project. For purposes of this Agreement, performance by a successor or an affiliate of Future Foam, or performance by a party with whom Future Foam or its affiliates contract shall be deemed to be performance by Future Foam.

Section 7.08. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory.

Section 7.09. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 7.10. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either party or its counsel in person, via an express mail service or via courier or via receipted facsimile transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person, next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
200 North Fifth Street
Fourth Floor
Garland, Texas 75040
Attn: City Manager
Phone: (972) 205-2000
Fax: (972) 205-2504

With a required copy to:
Mr. Judson Rex
Assistant City Manager
Post Office Box 469002
Garland, Texas 75046
Phone: (972) 205-2465
Fax: (972) 205-2474
JRex@garlandtx.gov

With a required copy to:
Mr. Brad Neighbor
City Attorney
200 North Fifth Street
Fourth Floor
Garland, Texas 75046
Phone: (972) 205-2380
Fax: (972) 205-2389
bneighbo@garlandtx.gov

If to Future Foam:

Future Foam, Inc.
1610 Avenue N
Council Bluffs, Iowa 51501
Attention: Patrick Medinger, CFO

With a required copy to:

(Typically Legal Counsel)

Attention: _____
Fax: _____

Section 7.11. Employment of Undocumented Workers. During the Term of this Agreement, Future Foam agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Future Foam shall repay the amount of the Performance Rebate Payments and any other funds received by Future Foam from the City as of the date of such violation within 120 business days after the date Future Foam is notified by the City of such violation, plus interest at the rate of six percent compounded annually from the date of violation until paid.

Section 7.12. Non-Collusion. Future Foam represents and warrants that neither Future Foam nor anyone on Future Foam's behalf has given, made, promised or paid, nor offered to give,

make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

Section 7.13. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 7.14. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

Section 7.15. Default and Claw-Back. (a) The City shall notify Future Foam, in writing, of a default by Future Foam in complying with the terms and provisions of this Agreement. In the event that Future Foam has failed to cure the default(s) within thirty (30) days of receipt of the notice of default (or has failed to commence and diligently pursue such cure within such thirty (30) day period if cure cannot be completed within such thirty (30) day period), and to the extent that the City has funded a Performance Rebate Payment, Future Foam shall promptly reimburse the City for the property tax revenue lost for the subject phase according to the formula in below subsection (b). Failure on the part of the City to exercise any right contained in this Agreement shall not constitute waiver of any right in the event of any subsequent default, and no waiver shall be effective unless in writing, executed by both the City and Future Foam. The City's sole remedy for a Future Foam default hereunder shall be to exercise its rights in subsection (b) as applicable, or to terminate this Agreement.

(b) If the Non-Exempt Assessed Value for Real and/or Personal Property is 84% or less than the relevant annual minimum assessed value performance standard for a given year within either the Performance Rebate Period or the Continued Performance Period, as set forth in Section 3.03 and Exhibit B attached hereto, the City may, as its sole remedy, recapture a portion of the Performance Rebate Payments made to Future Foam. In such event, Future Foam shall repay the City an amount calculated as follows:

the total sum of the Performance Rebate Payments made to Future Foam x the percentage by which the Project is short of meeting the applicable assessed value performance standard

the number of prior years the subject Project successfully met the assessed value performance standards.

Section 7.16. Term. The term of this Agreement commences on the Effective Date and continues until December 31, 2031 (the "Term"), unless sooner terminated by either Party in accordance with the terms of this Agreement, provided that Future Foam's obligation to reimburse or repay the City for any obligation to the City otherwise arising under this Agreement shall survive the termination of this Agreement.

Executed and effective as of the 23 day of April, 2021 (the "**Effective Date**").

FUTURE FOAM

**FUTURE FOAM, INC.,
a Nebraska corporation**

By: 
Name: Patrick Medinger
Title: CFO / Secretary

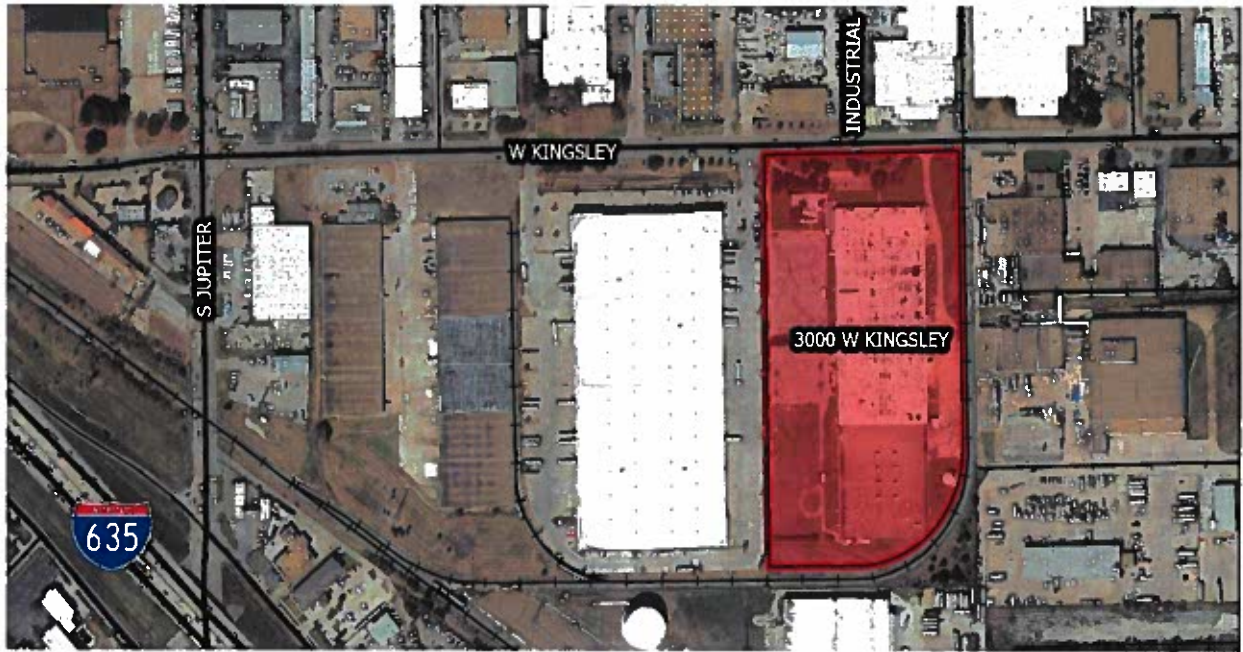
Executed and effective as of the ____ day of _____, 2021.

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

By: _____
Bryan L. Bradford,
City Manager

Exhibit A
Property Legal Description

Project Site: 3000 West Kingsley Road, Garland, Texas



Lot 1 R, Block A, of Dearborn Stove Company No. 2 Replat, an Addition to the City of Garland, Dallas County,
Texas, according to the map or plat thereof recorded in County Clerk's Number 201200373930, Map Records,
Dallas County, Texas.

Exhibit B

Personal Property Performance Standards

Table 3.03(a) Personal Property Performance Standards				
		Tax Year	Required Minimum New Personal Property Value	Rebate on New Value
PERFORMANCE PERIOD	PERFORMANCE REBATE PERIOD	2022	\$5,400,000	40%
		2023	\$5,040,000	40%
		2024	\$4,680,000	40%
		2025	\$4,320,000	40%
		2026	\$3,840,000	40%
	CONTINUED PERFORMANCE PERIOD	2027	\$3,480,000	0%
		2028	\$3,180,000	0%
		2029	\$2,880,000	0%
		2030	\$2,700,000	0%
		2031	\$2,520,000	0%

Exhibit C

Compliance Certificate



GARLAND
TEXAS MADE HERE

**Annual Development Incentive Compliance
and Certification Report**

Reporting Period: January 1 to December 31, 20

Instructions:

Please complete Section 1 (page 1) along with Annual Certificate of Compliance (page 2), which is required to be completed and notarized by a binding contract officer.

In addition, please review and fill all other sections with applicable information covering the relevant reporting period. If the Economic Development Agreement requires any specific performance requirements and/or deliverables, they must be reported in this compliance form.

It is encouraged for the client to attach any additional documentation that can assist the City in verifying the claims in this reporting form.

Section 1: Project Information (Required)

Company / Project Name:							
Project Contact:				Title:			
Phone:				Fax:			
				Email:			
Project Contact Address:							
Company Address (if different):							
Address of Property Subject to Incentive:							
Have there been any changes in the contact information above?				Yes		☐	
				No		☐	

If yes, please fill out the Notification Change form and send the original hard copy to the below stated physical address for review and proper filing.

**City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**



GARLAND

TEXAS MADE HERE

Annual Certificate of Compliance for Economic Development Incentive Agreement

Before me, the undersigned notary, on this day personally appeared _____ [printed name of affiant], a person whose identify is known to me. After I administered an oath to him/her, upon said oath affiant stated:

1. My name is _____ [printed name of affiant]. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I have personal knowledge of the Agreement entered into between the City of Garland, Texas and _____ [printed name of company] (the "Company"). I read the Agreement and understand the Company's obligations and representations therein.
3. I am authorized by the Company to make this affidavit on behalf of the Company.
4. I am the _____ [affiant's job position held with the Company]. As such, I have personal knowledge of the Company's operations as it relates to the Agreement.
5. The Company has met all of its obligations, conditions, and terms of the Agreement as of the _____ day of _____, 20_____.

Signature of Affiant

Sworn to and subscribed before me by _____ [name of affiant] on the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

Please submit the completed form by mail to:

**City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**

For additional questions, contact the City of Garland at 972-205-3800.

Section 2: Tax Valuation

Does the agreement include specific performance requirements regarding real estate, personal property, or other tax impacting valuations?

Yes ☐ No ☐

If yes, what is the:

Real Estate value requirement?

N/A ☐

Business Personal Property value requirement?

N/A ☐

Other requirement?

N/A ☐

Are you currently or do you intend to protest the specified appraised values?

Yes ☐ No ☐

Has anything changed since the last compliance report that may be relevant to this report?

Additional information on appraised property values can be found at the Dallas County Appraisal District's website: <http://www.dallascad.org/>.

Section 3: Employment

Does the agreement include performance requirements regarding job creation, payroll, etc?

Yes ☐ No ☐

If yes, what is the:

Number of current employees at end of this reporting period?

Full time: Part time:

Number of employees added in this reporting period?

Full time: Part time:

What are the payroll requirements?

N/A ☐

Did the project meet all employment requirements?

Yes ☐ No ☐ N/A ☐

To confirm employment performance, please attach to this report a copy of the Employer's Quarterly Report (Form C-3) provided by the Texas Workforce Commission.

Section 4: Building

Does the agreement include performance requirements regarding building size or construction performance dates?

Yes ☐ No ☐

If yes, what is the:

Building Area (square feet)?

Building Permit issue date?

Certificate of Completion issue date?

Certificate of Occupancy date?

Are there any other building/construction requirements?
If yes, please describe below.

Section 5: Utilities

Does the agreement require the use of utilities provided by the City of Garland? (Electricity, water, wastewater, and/or solid waste)

Yes ☐ No ☐

If yes, does the project use City of Garland services for:

Electricity?

Yes ☐ No ☐

Water?

Yes ☐ No ☐

Wastewater?

Yes ☐ No ☐

Solid waste?

Yes ☐ No ☐

Section 6: Additional Requirements

Please answer the following questions regarding additional requirements in the agreement.

Most Favored Customer – *If the City desired to be a customer of any products/services of the Project, did the company offer terms/pricing offered to the most favored customer?*

Yes ☐ No ☐ N/A ☐

Garland Recognition – *In communications/branding/marketing/promotions regarding the Project, did the company use commercially reasonable efforts to recognize that the Project and associated business operations are in Garland?*

Yes ☐ No ☐ N/A ☐

Local Purchases – *Did the company make commercially reasonable efforts to purchase within Garland all supplies, materials, and equipment related to the project?*

Yes ☐ No ☐ N/A ☐

Please describe any other requirements not reported above.

*For the convenience of speeding up submittal, you may email a copy of the completed report to **ED@GarlandTX.gov**.*

Please note that you must submit an original hard copy of the report to the below stated physical address for review and proper filing. No photocopies or scanned copies of the Certificate of Compliance (page 2) will be accepted as a record of contract compliance.

The City may agree amend this form, provided such amended form shall be substantially similar in reporting the information necessary to confirm compliance with the agreement.

Upon request of the City, the developer or tenant shall permit the City to conduct an audit or inspection of the developer or tenant's records in accordance with the terms of the agreement.

Please submit the completed form by mail to:

**ATTN: Annual Development Incentive Compliance and
Certification Report
City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**

For additional questions, contact the City of Garland at 972-205-3800.



GARLAND

TEXAS MADE HERE

Economic Development Incentive Payment Request

Contact Information

Date: _____
Company Name: _____
Contact Person: _____ Job Title: _____
Address: _____
Phone: _____ Email: _____

Current payment requested \$ _____ DOLLARS

(Please include **EXACT** dollars and cents amount)

Payments made to date: \$ _____

Total remaining incentive amount: \$ _____

(Please attach paid invoices/receipts to this form)

Before me, the undersigned notary, on this day personally appeared _____ [printed name of affiant], a person whose identify is known to me. After I administered an oath to him/her, upon said oath affiant stated:

1. My name is _____ [printed name of affiant]. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I have personal knowledge of the Agreement entered into between the City of Garland, Texas and _____ [printed name of company] (the "Company"). I read the Agreement and understand the Company's obligations and representations therein.
3. I am authorized by the Company to make this affidavit on behalf of the Company.
4. I am the _____ [affiant's job position held with the Company]. As such, I have personal knowledge of the Company's operations as it relates to the Agreement.

5. The Company has met all of its obligations, conditions, and terms of the Agreement as of the _____ day of _____, 20_____.

6. I understand that in order to receive payments from the City, the Company must register as an authorized City Vendor.

Signature of Affiant

Sworn to and subscribed before me by _____ [name of affiant] on the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

Please submit the completed form by mail to:

**City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**

For additional questions, contact the City of Garland at 972-205-3800.

Office Use Only

Notes:

Vendor Name: _____

Vendor Number: _____ Invoice Number: _____

Distribution Code / Funding Source: _____ Received (Please Initial): _____

☐ Research Specialist

☐ Business Development

☐ Department Coordinator

Director Approval: _____



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

11.

Meeting Date: 05/18/2021

Item Title: Neighborhood Vitality Matching Grant Fall 2020 Continued Applications

Submitted By: Scott Bollinger, Neighborhood Resource Manager

Summary of Request/Problem

Council recommended the following Neighborhood Vitality Matching Grant applications to be placed on the Consent Agenda at the April 5, 2021 Work Session: Villages of Valley Creek North Homeowners Association as submitted and Irongate at Firewheel Neighborhood Association with modification.

Recommendation/Action Requested and Justification

Staff requests approval of the two Neighborhood Vitality Matching Grant projects, as directed by City Council.

Attachments

2020 NVMG Fall Projects Continued

**NEIGHBORHOOD VITALITY MATCHING GRANT
PROJECT SUMMARY**

Neighborhood Association: Villages of Valley Creek North Home Owner Association

Project Name: Pleasant Valley Parkway Corridor Beautification Project

Project Location: Along Pleasant Valley Road east of Firewheel Parkway

City Council District 1 – Fall 2020 Cycle

Total Project Cost:	\$62,990.00
Requesting Amount:	\$47,252.50
Neighborhood Match:	\$15,747.50
Match %:	25%

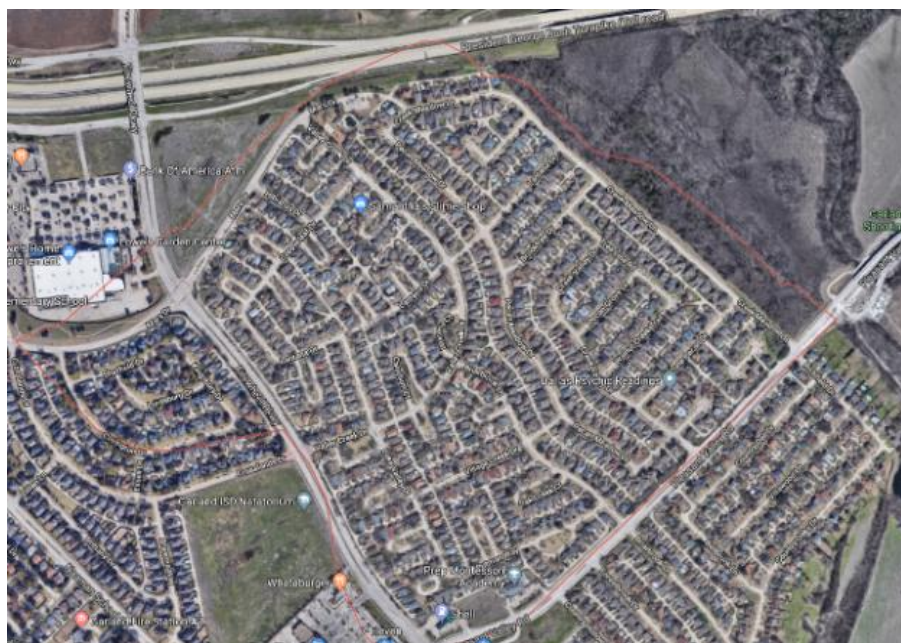
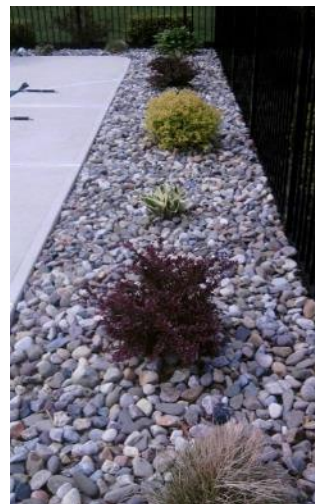
Previous Submission History:

Fall 2016	ROW enhancements, xeriscape, install Texas native plants, mulch	Approved	\$27,494, Actual \$32,477, COG paid \$21,995
Fall 2019	Remove mulch in ROW and install rock ground cover, 12K sq. ft	Denied Committee encouraged to reapply while keeping elements of 2016 project	Projected cost \$48,625, COG would have paid \$38,900
Fall 2020	Remove mulch in ROW to install rock ground cover, keep and replace plants when necessary, 16,8K sq. ft	Pending Decision	Projected cost \$62,990, COG pays \$47,252.50

Project Summary:

- Install rock ground cover from Creek Meadow Drive to Briarbrook Lane to prevent erosion and washout.
- Install a well around each plant previously planted with dirt to keep previously installed plants alive.





Neighborhood: Villages of Valley Creek includes over 500 single family homes. Villages of Valley Creek North includes 348 single family homes.

Neighborhood Boundaries:

- North – Mars Drive
- South – Pleasant Valley Road
- East – Creek Meadow Lane
- West – Briarbrook Lane

Project Goals: Lower maintenance and tackle erosion issues while have a picturesque view along Pleasant Valley Road.

Future Maintenance: Minimal maintenance after project completion. HOA has a landscape budget and contractor to conduct “as needed” visits.

Villages at Valley Creek North HOA Proposal

Valley Creek North is proposing 3” X 5” river rock landscape beds in the parkway to replace mulch ground cover. The planted landscaped along Pleasant Valley between Creek Meadow Lane and Briarbrook Lane was part of a Matching Grant Proposal in Fall 2016 and will remain in 2020 project.

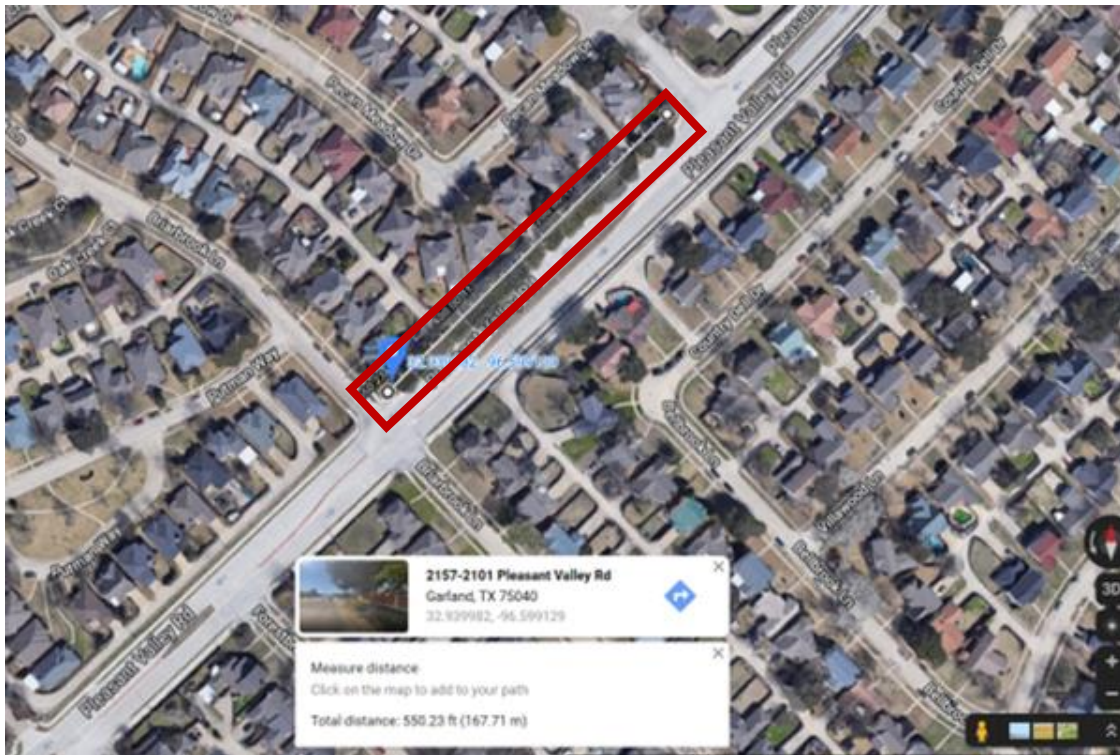


Area 1: On Pleasant Valley Road from Montessori School to Briarbrook.

Google Measure Distance = 589.27 ft.



Area 2: On Pleasant Valley Road from Briarbrook to Creek Valley. Google Measure Distance = 550.23 ft.



Area 3: On Pleasant Valley Road from Creek Valley to Creek Meadow. Google Measure Distance = 859.39 ft.



Photos from Site Visit:



Staff Comments on Proposed Project:

Area 1, Engineering Comments:

- If a new irrigation meter is required for any reason, a Site Permit would be required, contact Engineering for more information.
- 20' Street Dedication area, per Plat.
- Any private landscaping / irrigation improvements within the City Right of Way are allowed only with approval from the Engineering Department and an executed License Agreement per Technical Standards Manual (TSM) Section 3.09. See Appendix 3D of the TSM for a template of the Agreement.

Area 2, Engineering Comments:

- 20' R.O.W. Dedication area, per Plat.
- Any private landscaping / irrigation improvements within the City Right of Way are allowed only with approval from the Engineering Department and an executed License Agreement per Technical Standards Manual (TSM) Section 3.09. See Appendix 3D of the TSM for a template of the Agreement.

Area 3, Engineering Comments:

- 20' R.O.W. Dedication area, per Plat.
- Any private landscaping / irrigation improvements within the City Right of Way are allowed only with approval from the Engineering Department and an executed License Agreement per Technical Standards Manual (TSM) Section 3.09. See Appendix 3D of the TSM for a template of the Agreement.

- See below for image of 8" wastewater main crossing location, approximately 90 feet southwest of the Creek Meadow street centerline. No large trees or ground mounted elements allowed within 10 feet of either side of the wastewater main.

Parks:

- If the plan is to add berms/mounds, it is not recommended around existing trees. 4" of soil on top of existing tree roots can kill many types of trees.
- The river rocks are beautiful
- The planting area is wider at the top and narrower at the bottom. keep this in mind when selecting plants

Building Inspection:

- If there is new irrigation installed a permit will be required.

Office of Neighborhood Vitality:

- Landscape projects, as defined by the installation and/or removal of live plant material, are not eligible as a capital project, and thus not eligible for the Neighborhood Vitality Matching Grant program. Only if live plant material is a relatively minor cost of a complete project is it eligible.

Photos of Fall 2016 Project

Total Project Cost: \$27,494 (Actual \$32,477), Requested Amount: \$21,995, Match: 20%

Proposal: ROW Enhancements on parkway and main entrances. Xeriscape, drought tolerant landscaping and mulch installation. Goal: Reduce water bill for HOA and beautification project as an entry into Garland.



NEIGHBORHOOD VITALITY MATCHING GRANT PROJECT SUMMARY

Neighborhood Association: Irongate at Firewheel Neighborhood Association

Project Name: Garland Road surrounding sidewalk enhancement

Project Location: Sidewalk north and south between 100 Irongate Drive along North Garland Avenue

City Council District 1 – Fall 2020 Cycle

Total Project Cost:	\$31,609.27
Requesting Amount:	\$25,287.41
Neighborhood Match:	\$6,321.86
Match %:	20%

Project Summary:

- Install salt and pepper rock (5-6") under current trees only (7,000+ sq ft of product) along eastside.
- Mulch Crape Myrtles.



Current



Proposed

Install 5"- 6" River Rock
to cover bare areas and provide a
consistent aesthetic and reduce erosion.

North and South fence line.



Neighborhood: Irongate HOA includes 61 single family homes adjacent to Firewheel Golf Park.

Neighborhood Boundaries:

- North – Springwood Lane
- South – Winterwood Court
- East – Springwood Lane
- West – North Garland Avenue

Project Goals: Improve the safety for pedestrians passing through Irongate along Garland Ave.

Future Maintenance: Minimal maintenance after project completion. HOA has a landscape budget and contractor to replace mulch and conduct “as needed” visits.

City Staff Comments:

Office of Neighborhood Vitality:

- Landscape projects, as defined by the installation and/or removal of live plant material, are not eligible as a capital project, and thus not eligible for the Neighborhood Vitality Matching Grant program. Only if live plant material is a relatively minor cost of a complete project is it eligible.
 - LOI requested to plant additional landscape. Neighborhood removed it prior to application.



**GARLAND
PLANNING REPORT**

City Council Regular Session Agenda

12. a.

Meeting Date: 05/18/2021

Item Title: Z 20-45 Manhard Consulting - Zoning (District 5)

Submitted By: Nabihah Ahmed, Development Planner

REQUEST

Approval of a Change in Zoning from Community Retail (CR) District and Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use.

Approval of a Detail Plan for a Multi-Family development.

LOCATION

1214 and 1302 West Miller Road

OWNER

La Rosa Capital and Alex T. Phillip

PLAN COMMISSION RECOMMENDATION

On April 26, 2021 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Change in Zoning from Community Retail (CR) District and Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use.

The Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Detail Plan for a Multi-Family development.

Furthermore, the Plan Commission recommended to include additional pedestrian lighting around the back side of Building B and in the amenities area. The applicant has added the lighting accordingly.

STAFF RECOMMENDATION

Approval of a Change in Zoning from Community Retail (CR) District and Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use.

Approval of a Detail Plan for a Multi-Family development.

BACKGROUND

The western portion of the subject property is developed with a vacant church building and the remaining portion is unimproved. The applicant intends to acquire the church property to incorporate amenities for the proposed multi-family development. Both properties will be platted as one (1) lot in the future.

SITE DATA

The overall site consists of approximately 2.26 acres with 297.6 lineal feet of frontage along West Miller Road. The site plan (Exhibit C in the Detail Plan item) shows two (2) access points from West Miller Road.

USE OF PROPERTY UNDER CURRENT ZONING

The majority of the subject site, particularly where the multi-family dwellings would be located, is currently zoned for multi-family use [Multi-Family District]. The Multi-Family (MF) District is an attached residential district intended to promote stable, quality, attached-occupancy residential development in livable, sustainable, and compact residential communities at a maximum density of eighteen dwelling units per acre. The principal allowed land uses include low-rise to mid-rise multiple-family dwelling structures that are renter-occupied or owner-occupied (as in condominiums). Recreational, religious, health, and educational uses normally located to serve residential areas are also allowed in this district. This district should be located adjacent to an arterial or collector street, and can serve as a buffer between nonresidential development or heavy automobile traffic and medium-density or low-density residential development. This district accommodates a variety of housing types including triplexes, quadplexes, apartments, and condominiums.

The Community Retail (CR) District, where the vacant church building is currently located, 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. Development and Site Plan

The applicant requests the development of 63 multi-family dwelling units. The multi-family dwelling units are proposed on the unimproved portion of the subject property which is currently zoned Multi-Family (MF) District, and the amenities will be located on the existing church property that the applicant will acquire. The development will consist of two (2) multi-family buildings.

2. Parking

The GDC requires 101 parking spaces for this proposal. The site layout shows one hundred (100) parking spaces. Additionally, the applicant will comply with the covered parking requirement.

3. Building Height

The maximum height allowed for a multi-family development is forty (40) feet and the applicant proposes the overall height to be thirty-seven (37) feet and two and seven-eighths (2 7/8) inches, complying with the building height.

4. Building Placement

The GDC states where there are multiple multi-family structures located within a development, a minimum of fifty percent of the structures that are located within one hundred feet of, or visible from, any public right-of-way must be positioned where the structures' facades are at an angle of at least thirty degrees to the street right-of-way line. The applicant requests to deviate from this requirement due to site constraints.

5. Density

The maximum density required per the GDC Multi-Family (MF) District standards is eighteen (18) dwelling units per acre. The applicant requests the density at twenty-eight (28) units per acre due to the limited size of the site.

6. Amenities

- **Clubhouse:** Section 2.39 (I) states that a minimum 2,500 square-foot clubhouse must be constructed on site and made available to all residents. The site plan (Exhibit C) notes a 4,280 square-foot clubhouse which the application indicates will include amenities such as a multi-purpose room, lounge and a business center. The proposed clubhouse use is an existing church building that has been vacant. The applicant will remodel the building to use as a clubhouse for the multi-family development.
- **Swimming Pool:** One swimming pool having a minimum of eight hundred (800) square feet of surface water must be provided for each multi-family development. The applicant proposes a swimming pool with 1,200 square feet of surface water.
- **Leisure Areas:** One leisure area having a minimum area of one thousand square feet, containing at least two (2) pieces of play equipment, or other outdoor amenities (such as, picnic areas with tables, barbeque pits, arbors, or gazebos) must be provided for each multi-family development. The applicant will comply with this requirement by providing a picnic table, barbecue grills and a shaded structure.

7. Dwelling unit/mix

The submittal materials indicate compliance with the required unit size and mix. More specifically:

Average minimum dwelling unit size.

Required:	725 square feet
Proposed:	789 square feet
Total number of units:	63 units

Minimum dwelling unit size.

Required Efficiency:	500 square feet
Proposed:	530 square feet
Maximum units allowed	6
Number of units:	6 units

Minimum dwelling unit size.

Required one- bedroom:	650 square feet
Proposed:	652, 691, 703, 771 and 802 square feet
Number of units:	39 units

Required two-bedroom: 800 square feet

Proposed:	1,028 square feet and 1,101 square feet
Number of units:	18 units

8. Screening and Landscaping

The landscape plan (Exhibit D) complies with the applicable screening and landscaping standards.

Although screening is not required for this development, the applicant proposes a six (6)-foot ornamental metal fence around the perimeter of the property.

9. Building Design

The building design complies with the architectural elements and articulation requirements of the GDC.

11. Signage

No deviations are requested regarding signage.

10. Summary of Deviations

The applicant requests to deviate from the required Multi-Family (MF) District development standards per Section 2.39 of the GDC. The table below indicated the deviations are as proposed.

Development Standards	Required	Proposed	Analysis
Building Placement	Where there are multiple multi-family structures located within a development, a minimum of fifty percent of the structures that are located within one hundred feet of, or visible from, any public right-of-way must be positioned where the structures' facades are at an angle of at least thirty degrees to the street right-of-way line.	As shown in Exhibit C (Detail Plan item)	The applicant requests this deviation to not require the multi-family structures to be positioned at an angle of at least thirty degrees due to site constraints.
Density	Eighteen (18) dwelling units per acre	Twenty-eight (28) dwelling units per acre.	The applicant requests the density at twenty-eight (28) units per acre due to the limited size of the site.
Parking	One-hundred-one (101) parking spaces	One-hundred (100) parking spaces	The request is for a small reduction (1 parking space) given the limited size of the site and to comply with the landscaping requirements.

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. This type of development should encourage access to a range of mobility options and is generally located in the vicinity of major intersections and/or secondary arterial streets, with proximity to significant bus or rail amenities.

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

The proposed development is compatible with the Comprehensive Plan.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the north, across West Miller Road, are zoned Multi-Family (MF) District; these properties are developed with multi-family dwelling units and a cemetery. The properties to the east are zoned Community Retail (CR) District and Multi-Family (MF) District; these properties are developed with an apartment complex, a car wash, a vacant restaurant and a dental office. The properties to the south are zoned Multi-Family (MF) District and Community Retail (CR) District; these properties are developed with an apartment complex and a church. The properties to the west are zoned Community Retail (CR) District; these properties are developed with a gas station and an indoor RC car racing establishment.

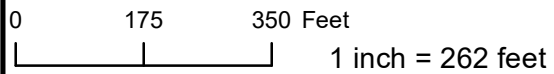
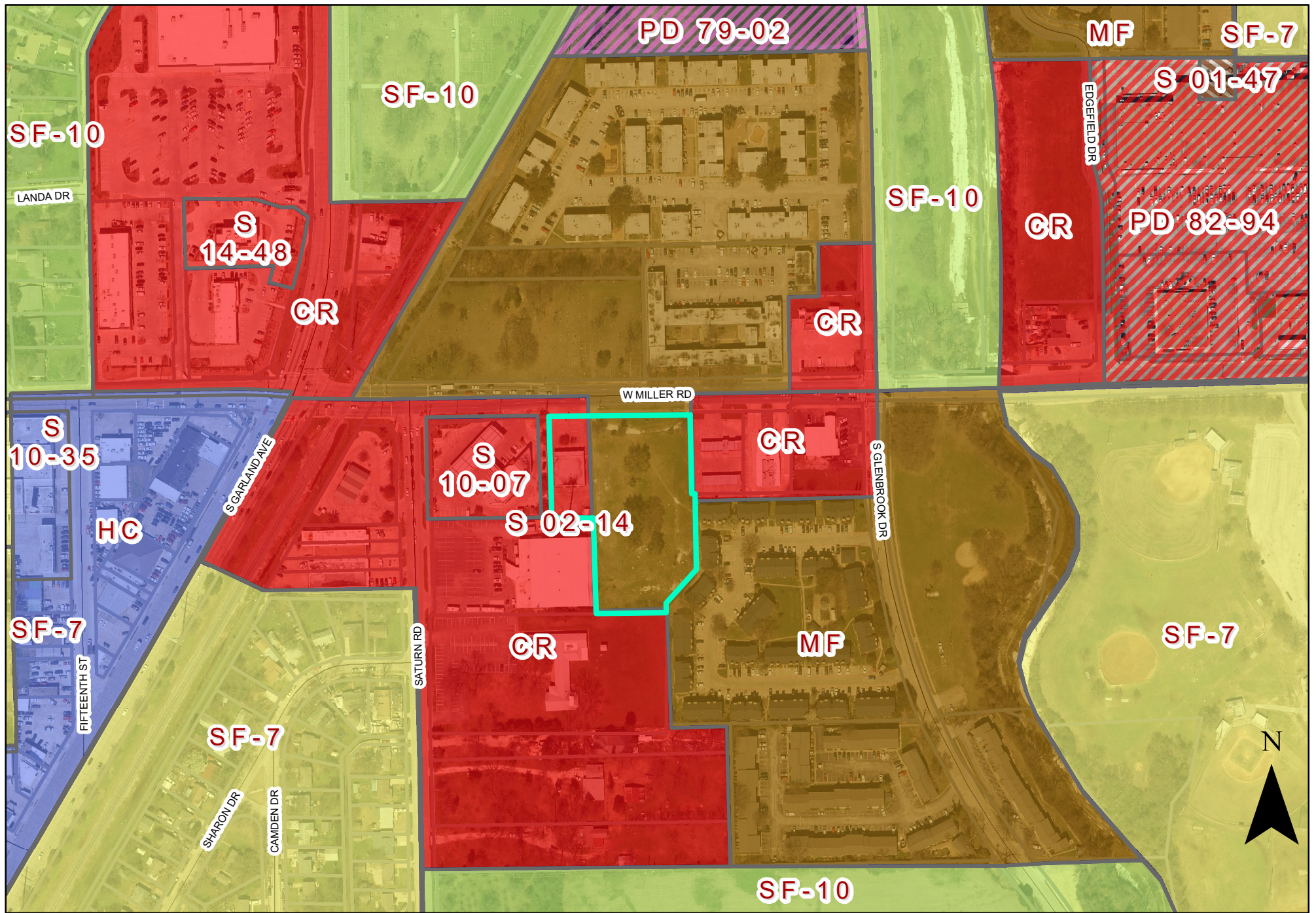
The proposed development represents an infill development on the subject property.

Attachments

Z 20-45 Manhard Consulting Attachments (Zoning)

Z 20-45 Manhard Consulting Responses

Z 20-45 Staff Presentation



Zoning Map Z 20-45



INDICATES AREA
OF REQUEST

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 20-45

1214 and 1302 West Miller Road

I. Statement of Purpose: The purpose of this Planned Development is to approve a multi-family development.

II. Statement of Effect: This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.

III. General Regulations: All regulations of the Multi-Family (MF) District as set forth in Chapter 2 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

Detail Plan: Development shall be in general conformance with the Detail Plan labeled Exhibit C through Exhibit E. In the event there is conflict between the approved Detail Plan and the Specific Regulations below, the Specific Regulations shall apply.

V. Specific Conditions:

A. Permitted Uses: Land Uses are only permitted as in the Multi-Family (MF) District.

B. Site Plan: The site layout, building placement, parking and other development proposed shall be in general conformance with the approved Site Plan labeled Exhibit C.

C. Density: The maximum density for this development shall be twenty-eight (28) dwelling units per acre.

D. Building Height: The maximum building height shall be thirty-eight (38) feet.

- E. Amenities: Amenities shall be provided as shown on the Exhibits C and D.
- F. Landscape Plan: Screening and landscaping shall be in general conformance with the landscape plan labeled Exhibit D.
- G. Elevations: Building Elevations shall be in general conformance with the elevations labeled Exhibit E.

REPORT & MINUTES

P.C. Meeting, April 26, 2021

Consideration of the application of **Manhard Consulting**, requesting approval of a Change in Zoning from Multi-Family (MF) District and Community Retail (CR) District to a Planned Development (PD) District for Multi-Family Uses. This property is located at 1214 and 1302 West Miller Road. (District 5) (File Z 20-45 - Zoning)

Nabiha Ahmed, Development Planner, presented the staff report.

There was discussion between Ms. Ahmed and Commissioner Jenkins regarding pedestrian lighting.

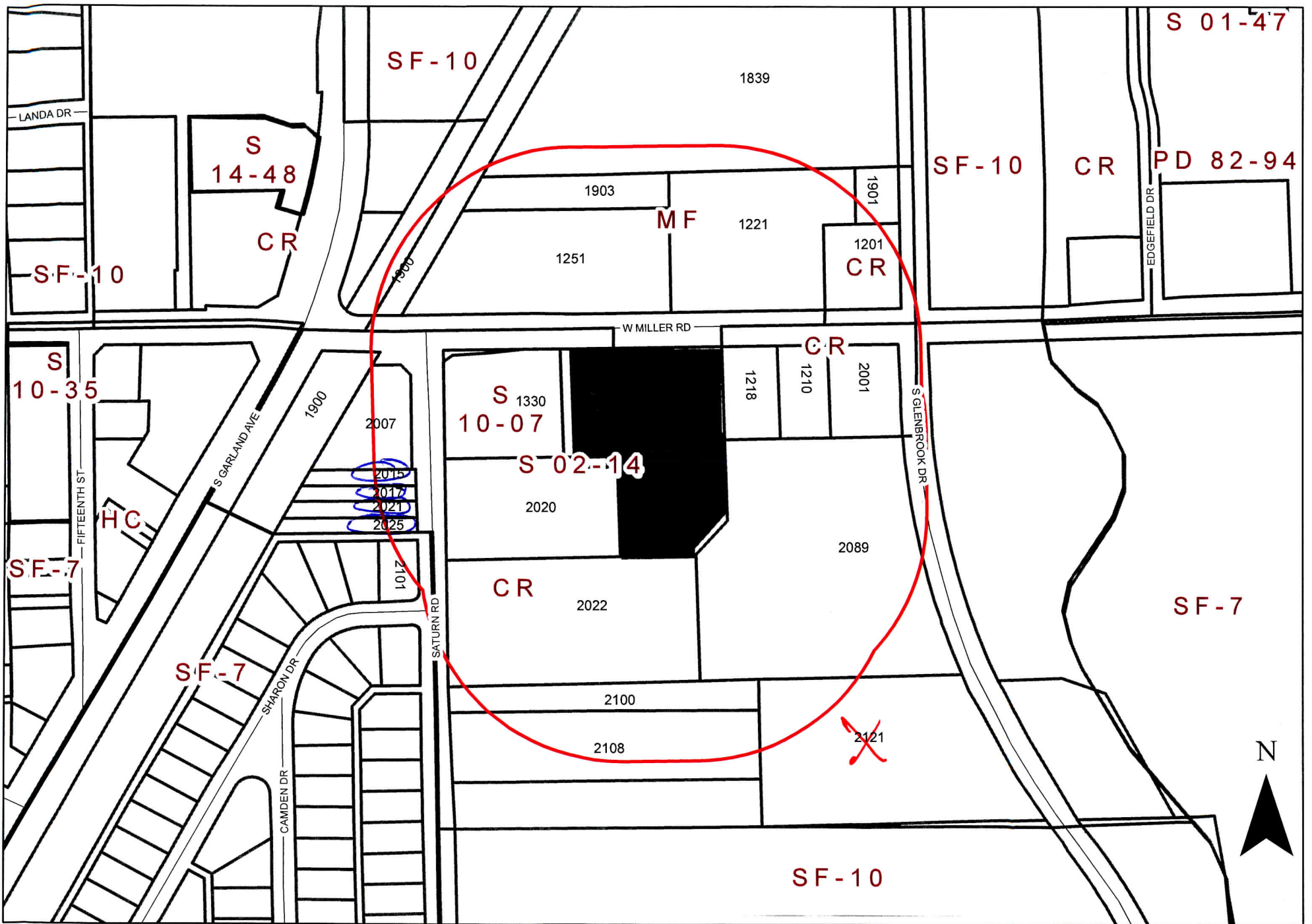
Applicants Brian Bridgewater, 12225 Greenville Avenue, Dallas, Texas, 75206 and Ravi Mehta, 125 E. John Carpenter Freeway, Ste. 1050, Irving, Texas, 75062 provided a brief overview of the request.

There was discussion between the Commission and applicants regarding the amount of lighting around the property and amenities areas.

Motion was made by Commissioner Welborn to **close** the public hearing and open for discussion. Seconded by 2nd Vice-Chairman Williams. **Motion carried: 8 Ayes, 0 Nays**

There was discussion amongst the Plan Commission in support of the request and regarding traffic control.

Motion was made by Commissioner Welborn to **approve** the request per staff recommendation with the request of additional lighting behind Building "B" and the amenity areas. Seconded by Commissioner Edwards. **Motion carried: 8 Ayes, 0 Nays.**



0 175 350 Feet
1 inch = 250 feet

Zoning Map Z 20-45

INDICATES AREA OF REQUEST INDICATES NOTIFICATION AREA

1214 & 1302 West Miller Road

Comment Form

Case Z 20-45

Manhard Consulting. The applicant proposes an apartment complex with a total of 63 dwelling units on a site currently zoned Multi-Family District. The existing church located at the northwest of the subject property, currently zoned Community Retail District, would be acquired, remodeled and used as an amenity for the proposed multi-family development. This site is located at 1214 and 1302 West Miller Road. (Z 20-45) (District 5)

Manhard Consulting. El solicitante propone un complejo de apartamentos con un total de 63 unidades de vivienda en un sitio actualmente zonificado como Distrito Multifamiliar. La iglesia existente ubicada al noroeste de la propiedad en cuestión, actualmente zonificada como Distrito Comercial de la Comunidad, sería adquirida, remodelada y utilizada como un servicio para el desarrollo multifamiliar propuesto. Este sitio está ubicado en 1214 y 1302 West Miller Road. (Distrito 5)

Manhard Consulting. Người nộp đơn đề xuất một khu phức hợp căn hộ với tổng số 63 căn hộ ở trên một địa điểm hiện đang được khoanh vùng trong Khu Đa Gia đình. Nhà thờ hiện có nằm ở phía tây bắc của khu nhà, hiện đã được quy hoạch tại Khu Bán lẻ Cộng đồng, sẽ được mua lại, tu sửa và sử dụng như một tiện nghi cho dự án phát triển nhiều gia đình được đề xuất. Địa chỉ này nằm ở số 1214 và 1302 West Miller Road. (Quận 5)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002./ Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002./ Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Nalin Amin, Owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2120 & 2121 S. Glenbrook Dr

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX 75041

City, State / Estado de la Ciudad / Thành bang

75041

Zip Code / Código postal / Mã B u Chính

Nalin Amin

Signature / Firma / Chữ ký

4/20/21

Date / Fecha / Ngày

APR 27 '21 PM 2:53

Comment Form

Case Z 20-45

Manhard Consulting. The applicant proposes an apartment complex with a total of 63 dwelling units on a site currently zoned Multi-Family District. The existing church located at the northwest of the subject property, currently zoned Community Retail District, would be acquired, remodeled and used as an amenity for the proposed multi-family development. This site is located at 1214 and 1302 West Miller Road. (Z 20-45) (District 5)

Manhard Consulting. El solicitante propone un complejo de apartamentos con un total de 63 unidades de vivienda en un sitio actualmente zonificado como Distrito Multifamiliar. La iglesia existente ubicada al noroeste de la propiedad en cuestión, actualmente zonificada como Distrito Comercial de la Comunidad, sería adquirida, remodelada y utilizada como un servicio para el desarrollo multifamiliar propuesto. Este sitio está ubicado en 1214 y 1302 West Miller Road. (Distrito 5)

Manhard Consulting. Người nộp đơn đề xuất một khu phức hợp căn hộ với tổng số 63 căn hộ ở trên một địa điểm hiện đang được khoanh vùng trong Khu Đa Gia đình. Nhà thờ hiện có nằm ở phía tây bắc của khu nhà, hiện đã được quy hoạch tại Khu Bán lẻ Cộng đồng, sẽ được mua lại, tu sửa và sử dụng như một tiện nghi cho dự án phát triển nhiều gia đình được đề xuất. Địa chỉ này nằm ở số 1214 và 1302 West Miller Road. (Quận 5)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☒

For / A Favor / Đúng

☐

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002./ Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002./ Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Maria M. Guzman Property Owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2015 Saturn Rd. Garland Tx. 75041

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Tx.

City, State / Estado de la Ciudad / Thành bang

75041

Zip Code / Código postal / Mã B u Chính

Maria M. Guzman

Signature / Firma / Ch ữ ký

4-21-21

Date / Fecha / Ngày

APR 26 '21 PM 2:16

Allmendinger, Tracy

From: Thomas Morris <loringcorporation@gmail.com>
Sent: Monday, April 26, 2021 2:19 PM
To: Planning Group
Subject: [EXTERNAL] Case Z 20-45
Attachments: Comment Form - Case Z 20-45 - 4-26-21.pdf

Attached you will find the Comment Form for Case Z 20-45 from Loring Corp.

Thank you and if there are any questions please let me know.

Thomas Morris
214-923-4354

Comment Form

Case Z 20-45

Manhard Consulting. The applicant proposes an apartment complex with a total of 63 dwelling units on a site currently zoned Multi-Family District. The existing church located at the northwest of the subject property, currently zoned Community Retail District, would be acquired, remodeled and used as an amenity for the proposed multi-family development. This site is located at 1214 and 1302 West Miller Road. (Z 20-45) (District 5)

Manhard Consulting. El solicitante propone un complejo de apartamentos con un total de 63 unidades de vivienda en un sitio actualmente zonificado como Distrito Multifamiliar. La iglesia existente ubicada al noroeste de la propiedad en cuestión, actualmente zonificada como Distrito Comercial de la Comunidad, sería adquirida, remodelada y utilizada como un servicio para el desarrollo multifamiliar propuesto. Este sitio está ubicado en 1214 y 1302 West Miller Road. (Distrito 5)

Manhard Consulting. Người nộp đơn đề xuất một khu phức hợp căn hộ với tổng số 63 căn hộ ở trên một địa điểm hiện đang được khoanh vùng trong Khu Đa Gia đình. Nhà thờ hiện có nằm ở phía tây bắc của khu nhà, hiện đã được quy hoạch tại Khu Bán lẻ Cộng đồng, sẽ được mua lại, tu sửa và sử dụng như một tiện nghi cho dự án phát triển nhiều gia đình được đề xuất. Địa chỉ này nằm ở số 1214 và 1302 West Miller Road. (Quận 5)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002./ Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002./ Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Loring Corp, Thomas H. Morris

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2017, 2021 & 2025 Saturn Rd

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX 75041

City, State / Estado de la Ciudad / Thành bang

75041

Zip Code / Código postal / Mã B u Chính

[Signature]

Signature / Firma / Chữ ký

4-26-21

Date / Fecha / Ngày

The applicant proposes an apartment complex with a total of 63 dwelling units on a site currently zoned Multi-Family District. The existing church located at the northwest of the subject property, currently zoned Community Retail District, would be acquired, remodeled and used as an amenity for the proposed multi-family development.

[Planned Development and Detail Plan for an apartment complex on a property zoned Community Retail (CR) District and Multi-Family (MF) District.]



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**City Council Meeting
May 18, 2021**

CASE INFORMATION

Location: 1214 and 1302 West Miller Road

Applicant: Manhard Consulting

Owner: La Rosa Capital and Alex T. Phillip

Acreage: 2.26 acres

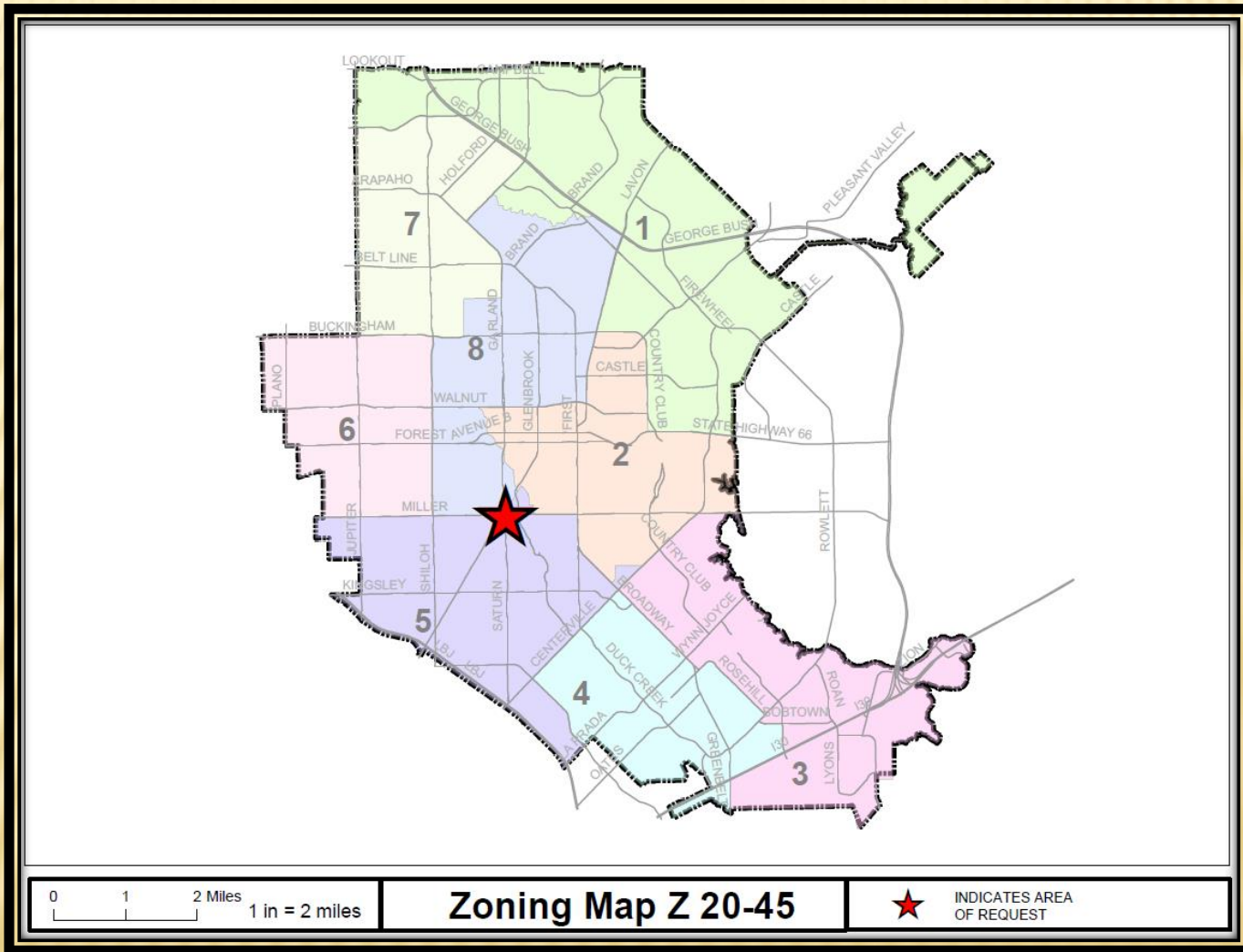
Zoning: Community Retail (CR) District and Multi-Family District

Z 20-45



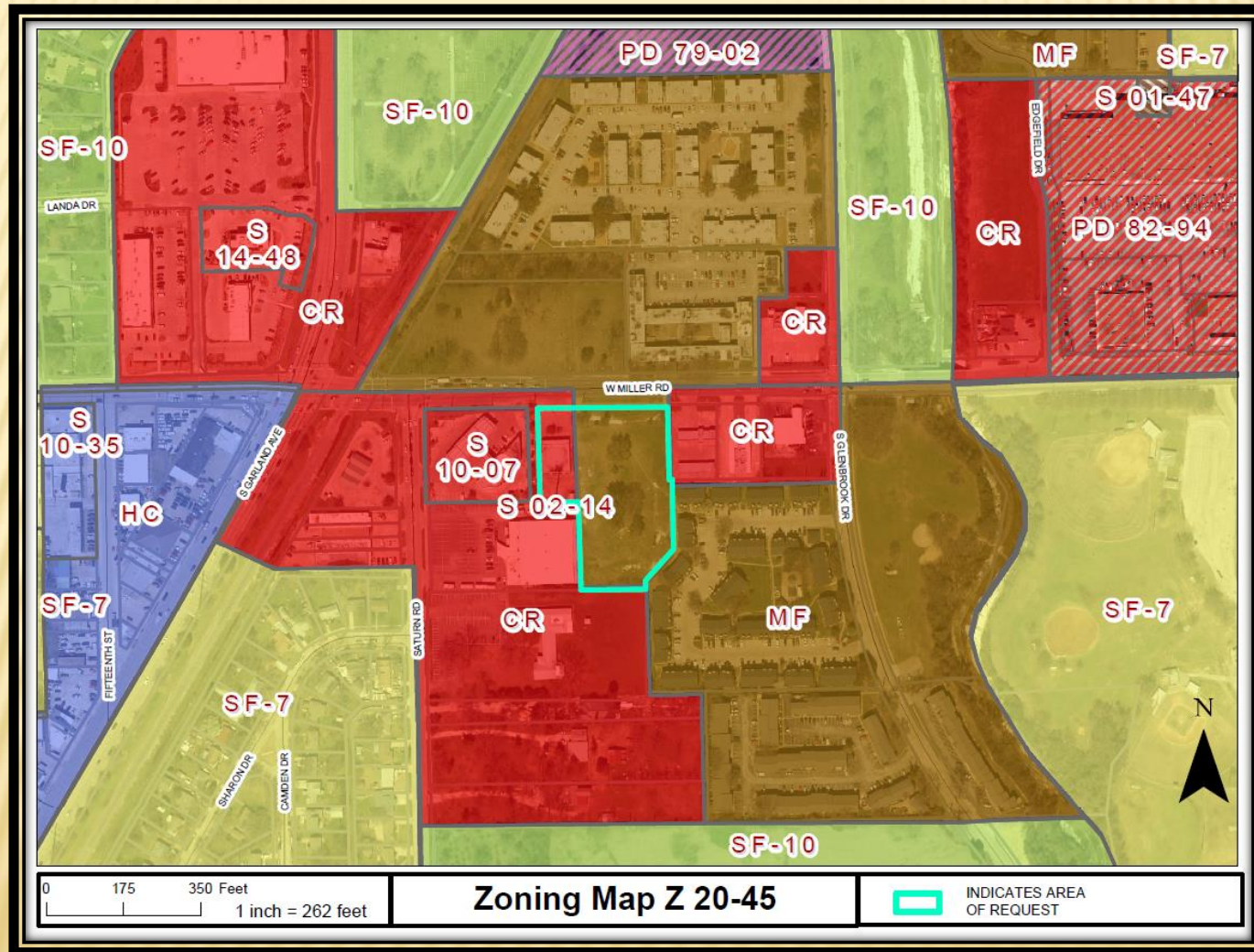
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CITYWIDE LOCATION MAP

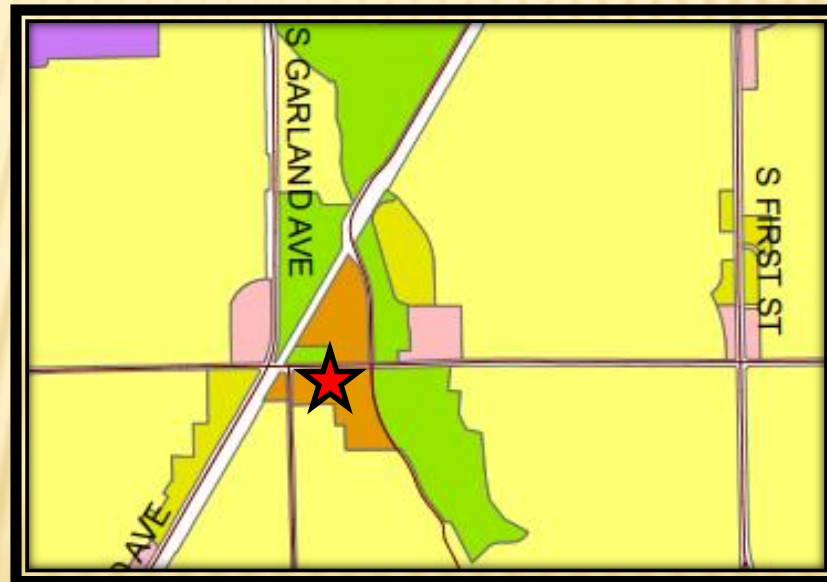


Z 20-45

LOCATION MAP



COMPREHENSIVE PLAN





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. This type of development should encourage access to a range of mobility options and is generally located in the vicinity of major intersections and/or secondary arterial streets, with proximity to significant bus or rail amenities.
- Urban neighborhoods are characterized by moderate to high density single-family attached and multifamily residential units, greater than twelve (12) dwelling units per acre.
- The proposed development is compatible with the Comprehensive Plan.



PHOTOS



View of the subject property from West Miller Road



Looking west of the subject property



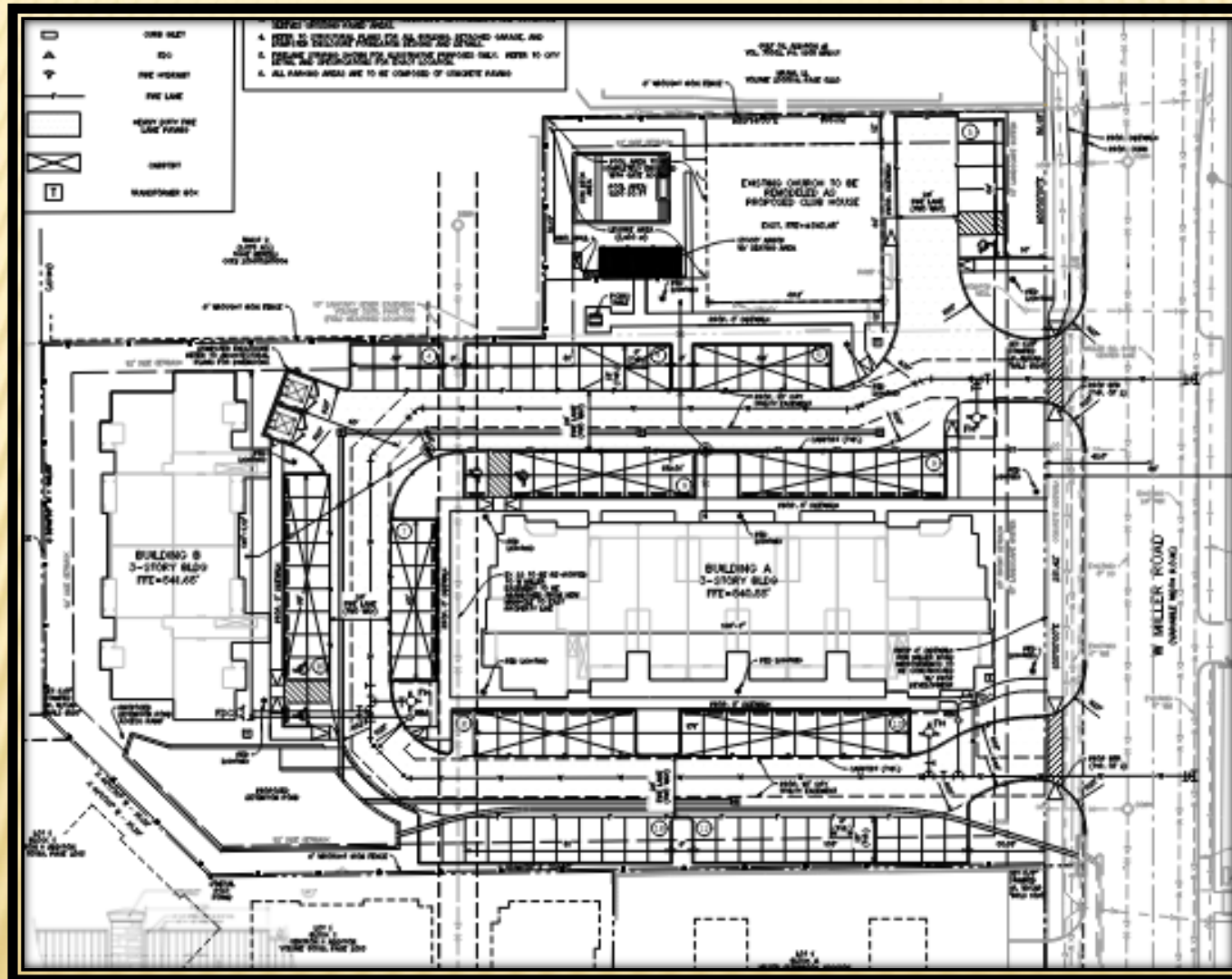
Looking north of the subject property



Looking east of the subject property



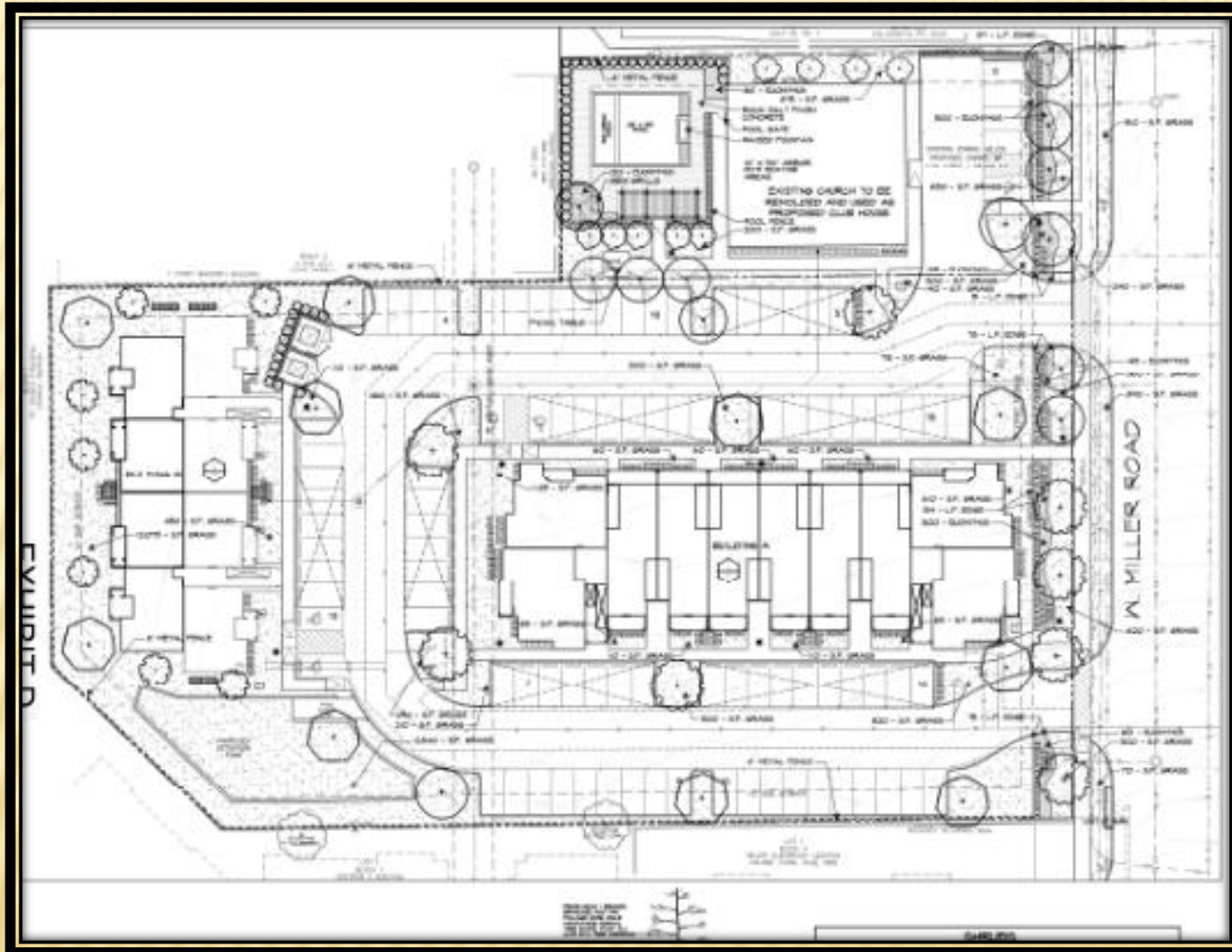
SITE PLAN





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LANDSCAPE PLAN

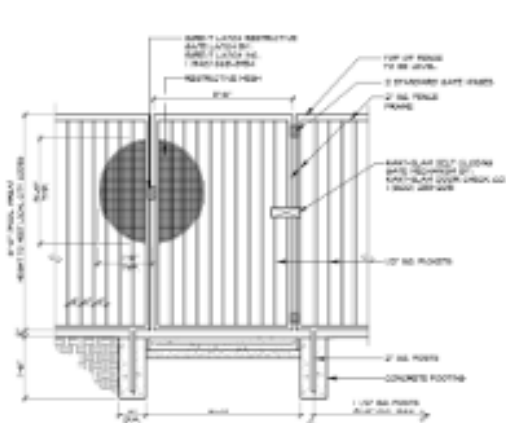


Z 20-45



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AMENITIES



A 6'-0" POOL FENCE/GATE
SCALE: 1/2" = 1'-0"

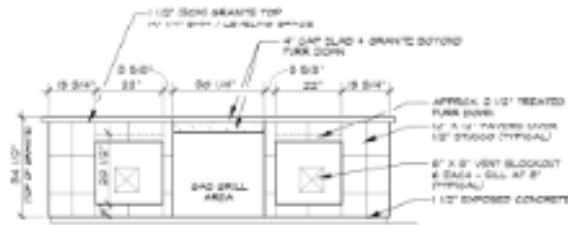
NOTES:
1. FENCE/GATE LATCHES MUST BE LATCHED ON THE INSIDE. THE TOP OF THE GATE AND GATE MUST BE 5\"/>



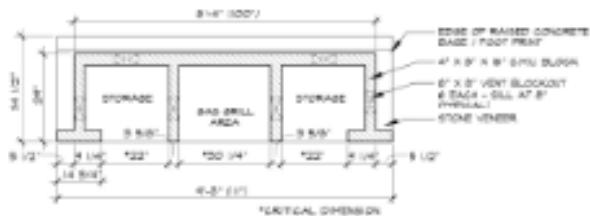
GRILL BRAND FIRE HAULER BY BK PERFORMANCE MODEL: 1-1021-A
ALL STAINLESS STEEL CONSTRUCTION



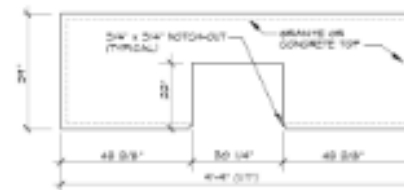
DOOR BRAND FIRE HAULER BY BK PERFORMANCE MODEL: 1-1021-A
ALL STAINLESS STEEL CONSTRUCTION



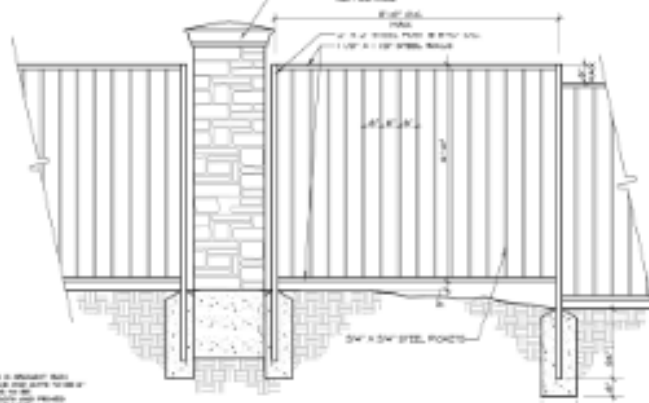
C B.B.G. / COUNTER - FINISHED ELEVATION
SCALE: 3/4" = 1'-0"



D B.B.G. / COUNTER - PLAN VIEW
SCALE: 3/4" = 1'-0"



E GRANITE OR CONCRETE COUNTER TOP
SCALE: 3/4" = 1'-0"



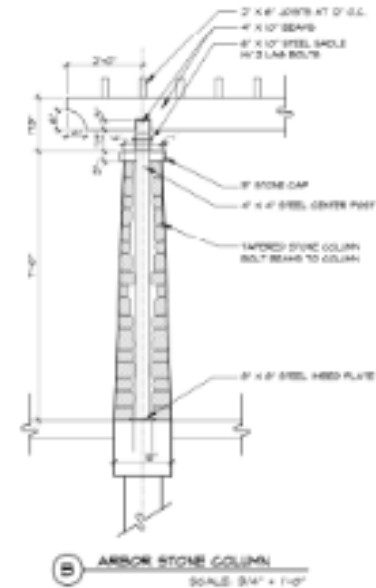
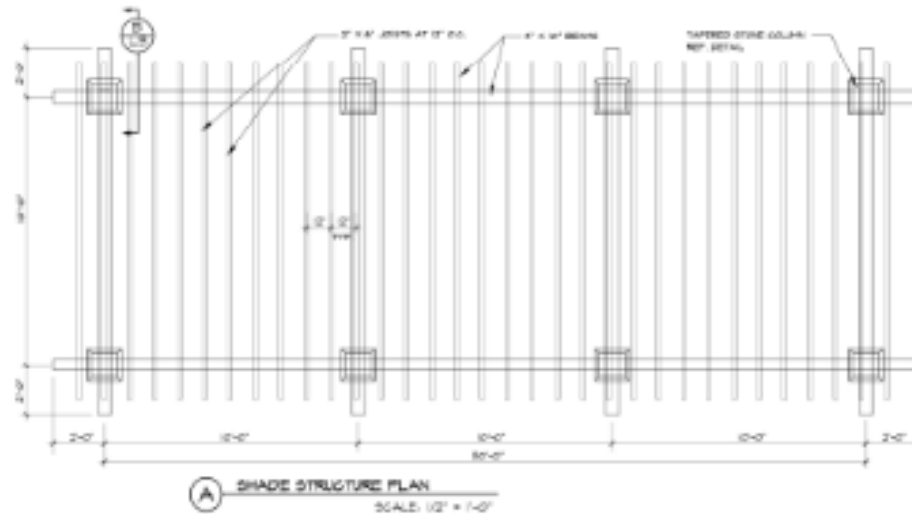
B PEDESTRIAN GATE / PERIMETER FENCE
SCALE: 3/4" = 1'-0"

NOTES:
1. ALL STOPS IN GRANITE OR CONCRETE SHALL BE 1/2\"/>



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AMENITIES



PICNIC TABLE (BRAND: BELSON OUTDOORS)
MODEL: 233-026
ALL BLACK POWDER COAT FINISH

Z 20-45



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BUILDING ELEVATIONS

MATERIAL LEGEND

-  R1 - ARCHITECTURAL COMPOSITION SHINGLES
-  R2 - STANDING SEAM METAL ROOF
-  P1 - SW6189 (FROSTY WHITE) STUCCO MAIN FIELD COLOR
-  P2 - SW6117 (SILK ROAD BROWN) STUCCO FIELD COLOR
-  M1 - SW7248 (URBANE BRONZE) METAL
-  C2 - INSULATED STONE VENEER



02

BUILDING 'A' - ELEVATION - SOUTH

SCALE: 1/16" = 1'-0"



01

BUILDING 'A' - ELEVATION - EAST

SCALE: 1/16" = 1'-0"



GARLAND
TEXAS MADE HERE

BUILDING ELEVATIONS

MATERIAL LEGEND

	R1 ARCHITECTURAL COMPOSITION SHINGLES
	R2 STANDING SEAM METAL ROOF
	P1 - SW7168 (FROSTY WHITE) STUCCO MAIN FIELD COLOR
	P2 - SW7017 (JORDAN GRAY) STUCCO FIELD COLOR
	M1 - SIK7049 (URBANE BRONZE) METAL
	C3 SIMULATED STONE VENEER



02

BUILDING 'A' - ELEVATION - NORTH

SCALE: 1/16" = 1'-0"



01

BUILDING 'A' - ELEVATION - WEST

SCALE: 1/16" = 1'-0"



GARLAND
TEXAS MADE HERE

BUILDING ELEVATIONS

MATERIAL LEGEND

	R1 ARCHITECTURAL COMPOSITION SHINGLES
	R2 STANDING SEAM METAL ROOF
	P1 - SW5156 (FROSTY WHITE) STUCCO MAIN FIELD COLOR
	P2 - SW7017 (DORIAN GRAY) STUCCO FIELD COLOR
	M1 - SW7048 (JURANE BRONZE) METAL
	CS SIMULATED STONE VENEER



02

BUILDING TYPE 'B' - ELEVATION - SOUTH

SCALE: 1/16" = 1'-0"



01

BUILDING TYPE 'B' - ELEVATION - NORTH

SCALE: 1/16" = 1'-0"

BUILDING ELEVATIONS

MATERIAL LEGEND

	R1 ARCHITECTURAL COMPOSITION SHINGLES
	R2 STANDING SEAM METAL ROOF
	PT - SW156 (PROSTY WHITE) STUCCO MAIN FIELD COLOR
	R2 - SW1017 (IRON AN (GRAY) STUCCO FIELD COLOR
	M1 - SAY043 (JURISANE BRONZE) METAL
	C2 SIMULATED STONE VENEER



02

BUILDING TYPE 'B' - ELEVATION - EAST

SCALE: 1/16" = 1'-0"



01

BUILDING TYPE 'B' - ELEVATION - WEST

SCALE: 1/16" = 1'-0"

BUILDING ELEVATIONS

-  P1 - BW9118 (FROSTY WHITE)
STUCCO MAIN FIELD COLOR
-  P2 - BW7017 (KORIAN GRAY)
STUCCO FIELD COLOR
-  M1 - SW7048 (LUSKANE BRONZE)
METAL
-  C3
SIMULATED STONE VENEER
-  S1
BRICK VENEER



02

CLUBHOUSE - CONCEPTUAL ELEVATION - SOUTH

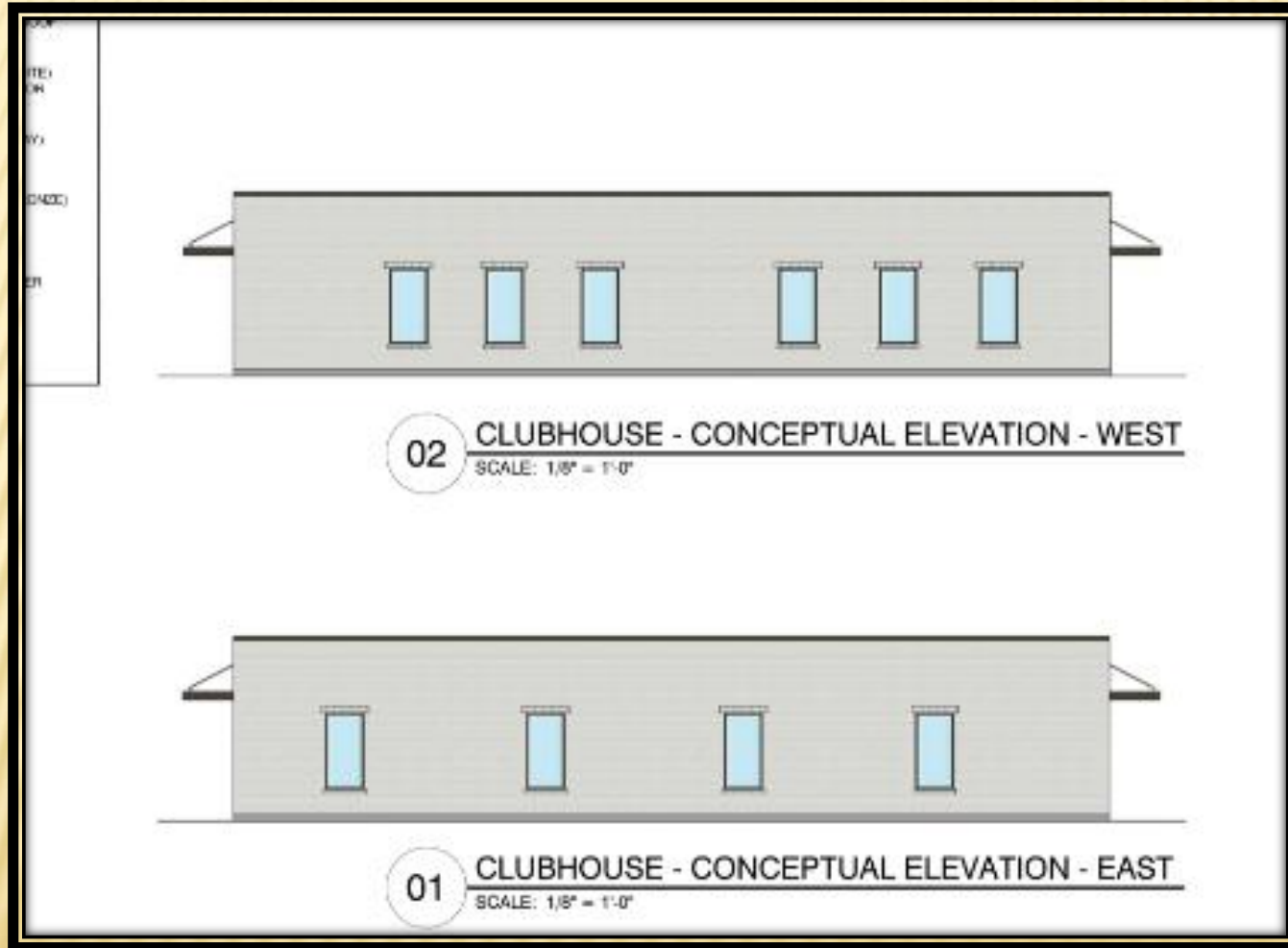


01

CLUBHOUSE - CONCEPTUAL ELEVATION - NORTH

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

BUILDING ELEVATIONS



CARPORT ELEVATIONS

EXHIBIT E



02

CARPORT SIDE ELEVATION/SECTION

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



01

CARPORT FRONT ELEVATION

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



EXHIBIT E



SCALE: 3/16" = 1'-0"



SCALE: 3/16" = 1'-0"



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



DEVIATION SUMMARY TABLE

Development Standards	Required	Proposed	Analysis
Building Placement	Where there are multiple multi-family structures located within a development, a minimum of fifty percent of the structures that are located within one hundred feet of, or visible from, any public right-of-way must be positioned where the structures' facades are at an angle of at least thirty degrees to the street right-of-way line.	As shown in Site Plan (Exhibit C)	The applicant requests this deviation to not require the multi-family structures to be positioned at an angle of at least thirty degrees due to site constraints.
Density	Eighteen (18) dwelling units per acre	Twenty-eight (28) dwelling units per acre.	The applicant requests the density at twenty-eight (28) units per acre due to the limited size of the site.
Parking	One-hundred-one (101) parking spaces	One-hundred (100) parking spaces	The request is for a reduction in 1 parking space, given the limited site size and ensuring compliance with the landscaping requirements

STAFF RECOMMENDATION

Approval of a Change in Zoning from Community Retail (CR) District and Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use.

Approval of a Detail Plan for a Multi-Family development.



PLAN COMMISSION RECOMMENDATION

Approval of a Change in Zoning from Community Retail (CR) District and Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use.

Approval of a Detail Plan for a Multi-Family development.

Furthermore, the Plan Commission recommended to include additional pedestrian lighting around the back side of Building B and in the amenities area. The applicant has added the lighting accordingly.

Z 20-45



GARLAND PLANNING REPORT

City Council Regular Session Agenda

12. b.

Meeting Date: 05/18/2021

Item Title: Z 20-45 Manhard Consulting - Detail Plan (District 5)

Submitted By: Nabiha Ahmed, Development Planner

REQUEST

Approval of a Change in Zoning from Community Retail (CR) District and Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use.

Approval of a Detail Plan for a Multi-Family development.

LOCATION

1214 and 1302 West Miller Road

OWNER

La Rosa Capital and Alex T. Phillip

PLAN COMMISSION RECOMMENDATION

On April 26, 2021 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Change in Zoning from Community Retail (CR) District and Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use.

The Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Detail Plan for a Multi-Family development.

Furthermore, the Plan Commission recommended to include additional pedestrian lighting around the back side of Building B and in the amenities area. The applicant has added the lighting accordingly.

STAFF RECOMMENDATION

Approval of a Change in Zoning from Community Retail (CR) District and Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use.

Approval of a Detail Plan for a Multi-Family development.

BACKGROUND

The western portion of the subject property is developed with a vacant church building and the remaining portion is unimproved. The applicant intends to acquire the church property to incorporate amenities for the proposed multi-family development. Both properties will be platted as one (1) lot in the future.

SITE DATA

The overall site consists of approximately 2.26 acres with 297.6 lineal feet of frontage along West Miller Road. The site plan (Exhibit C in the Detail Plan item) shows two (2) access points from West Miller Road.

USE OF PROPERTY UNDER CURRENT ZONING

The majority of the subject site, particularly where the multi-family dwellings would be located, is currently zoned for multi-family use [Multi-Family District]. The Multi-Family (MF) District is an attached residential district intended to promote stable, quality, attached-occupancy residential development in livable, sustainable, and compact residential communities at a maximum density of eighteen dwelling units per acre. The principal allowed land uses include low-rise to mid-rise multiple-family dwelling structures that are renter-occupied or owner-occupied (as in condominiums). Recreational, religious, health, and educational uses normally located to serve residential areas are also allowed in this district. This district should be located adjacent to an arterial or collector street, and can serve as a buffer between nonresidential development or heavy automobile traffic and medium-density or low-density residential development. This district accommodates a variety of housing types including triplexes, quadplexes, apartments, and condominiums.

The Community Retail (CR) District, where the vacant church building is currently located, 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. Development and Site Plan

The applicant requests the development of 63 multi-family dwelling units. The multi-family dwelling units are proposed on the unimproved portion of the subject property which is currently zoned Multi-Family (MF) District, and the amenities will be located on the existing church property that the applicant will acquire. The development will consist of two (2) multi-family buildings.

2. Parking

The GDC requires 101 parking spaces for this proposal. The site layout shows one hundred (100) parking spaces. Additionally, the applicant will comply with the covered parking requirement.

3. Building Height

The maximum height allowed for a multi-family development is forty (40) feet and the applicant proposes the overall height to be thirty-seven (37) feet and two and seven-eighths (2 7/8) inches, complying with the building height.

4. Building Placement

The GDC states where there are multiple multi-family structures located within a development, a minimum of fifty percent of the structures that are located within one hundred feet of, or visible from, any public right-of-way must be positioned where the structures' facades are at an angle of at least thirty degrees to the street right-of-way line. The applicant requests to deviate from this requirement due to site constraints.

5. Density

The maximum density required per the GDC Multi-Family (MF) District standards is eighteen (18) dwelling units per acre. The applicant requests the density at twenty-eight (28) units per acre due to the limited size of the site.

6. Amenities

- **Clubhouse:** Section 2.39 (I) states that a minimum 2,500 square-foot clubhouse must be constructed on site and made available to all residents. The site plan (Exhibit C) notes a 4,280 square-foot clubhouse which the application indicates will include amenities such as a multi-purpose room, lounge and a business center. The proposed clubhouse use is an existing church building that has been vacant. The applicant will remodel the building to use as a clubhouse for the multi-family development.
- **Swimming Pool:** One swimming pool having a minimum of eight hundred (800) square feet of surface water must be provided for each multi-family development. The applicant proposes a swimming pool with 1,200 square feet of surface water.
- **Leisure Areas:** One leisure area having a minimum area of one thousand square feet, containing at least two (2) pieces of play equipment, or other outdoor amenities (such as, picnic areas with tables, barbeque pits, arbors, or gazebos) must be provided for each multi-family development. The applicant will comply with this requirement by providing a picnic table, barbecue grills and a shaded structure.

7. Dwelling unit/mix

The submittal materials indicate compliance with the required unit size and mix. More specifically:

Average minimum dwelling unit size.

Required:	725 square feet
Proposed:	789 square feet
Total number of units:	63 units

Minimum dwelling unit size.

Required Efficiency:	500 square feet
Proposed:	530 square feet
Maximum units allowed	6
Number of units:	6 units

Minimum dwelling unit size.

Required one- bedroom:	650 square feet
Proposed:	652, 691, 703, 771 and 802 square feet
Number of units:	39 units

Required two-bedroom:	800 square feet
-----------------------	-----------------

Proposed:	1,028 square feet and 1,101 square feet
Number of units:	18 units

8. Screening and Landscaping

The landscape plan (Exhibit D) complies with the applicable screening and landscaping standards.

Although screening is not required for this development, the applicant proposes a six (6)-foot ornamental metal fence around the perimeter of the property.

9. Building Design

The building design complies with the architectural elements and articulation requirements of the GDC.

11. Signage

No deviations are requested regarding signage.

10. Summary of Deviations

The applicant requests to deviate from the required Multi-Family (MF) District development standards per Section 2.39 of the GDC. The table below indicated the deviations are as proposed.

Development Standards	Required	Proposed	Analysis
Building Placement	Where there are multiple multi-family structures located within a development, a minimum of fifty percent of the structures that are located within one hundred feet of, or visible from, any public right-of-way must be positioned where the structures' facades are at an angle of at least thirty degrees to the street right-of-way line.	As shown in Exhibit C (Detail Plan item)	The applicant requests this deviation to not require the multi-family structures to be positioned at an angle of at least thirty degrees due to site constraints.
Density	Eighteen (18) dwelling units per acre	Twenty-eight (28) dwelling units per acre.	The applicant requests the density at twenty-eight (28) units per acre due to the limited size of the site.
Parking	One-hundred-one (101) parking spaces	One-hundred (100) parking spaces	The request is for a small reduction (1 parking space) given the limited size of the site and to comply with the landscaping requirements.

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. This type of development should encourage access to a range of mobility options and is generally located in the vicinity of major intersections and/or secondary arterial streets, with proximity to significant bus or rail amenities.

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

The proposed development is compatible with the Comprehensive Plan.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the north, across West Miller Road, are zoned Multi-Family (MF) District; these properties are developed with multi-family dwelling units and a cemetery. The properties to the east are zoned Community Retail (CR) District and Multi-Family (MF) District; these properties are developed with an apartment complex, a car wash, a vacant restaurant and a dental office. The properties to the south are zoned Multi-Family (MF) District and Community Retail (CR) District; these properties are developed with an apartment complex and a church. The properties to the west are zoned Community Retail (CR) District; these properties are developed with a gas station and an indoor RC car racing establishment.

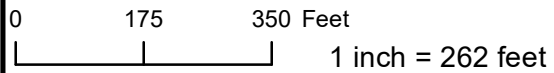
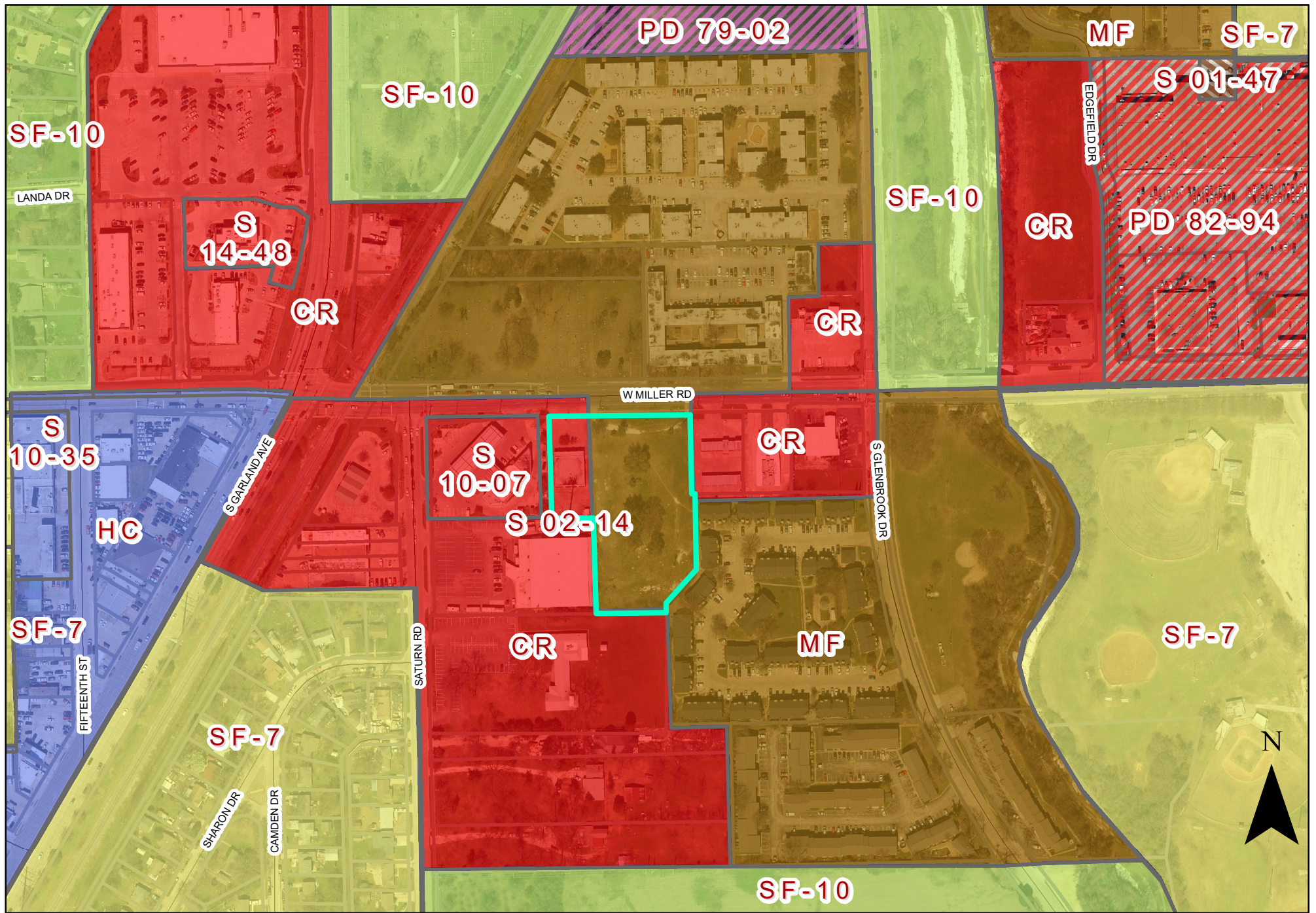
The proposed development represents an infill development on the subject property.

Attachments

Z 20-45 Manhard Consulting Attachments (Detail Plan) Attachments

Z 20-45 Manhard Consulting Responses

Z 20-45 Staff Presentation

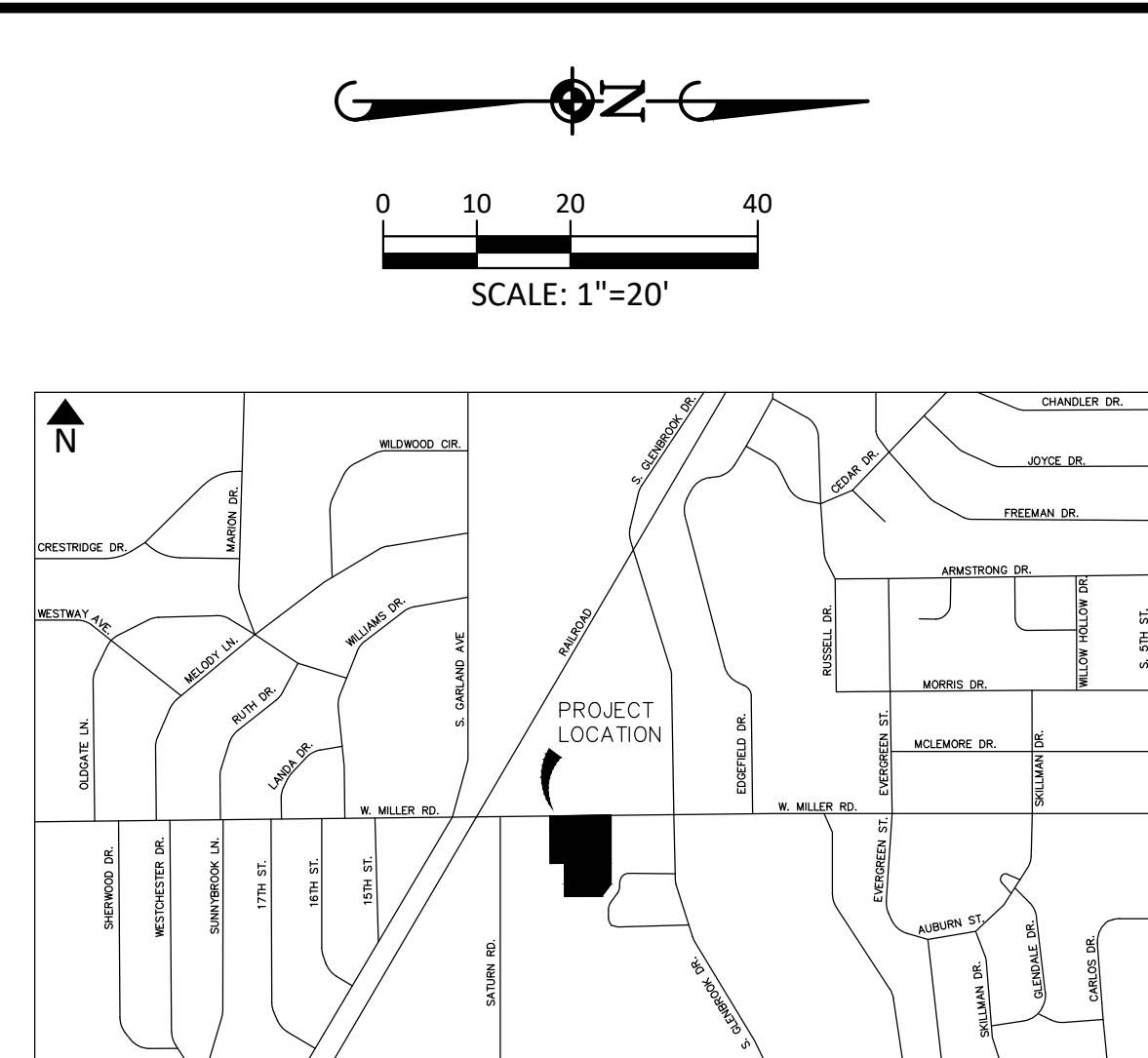
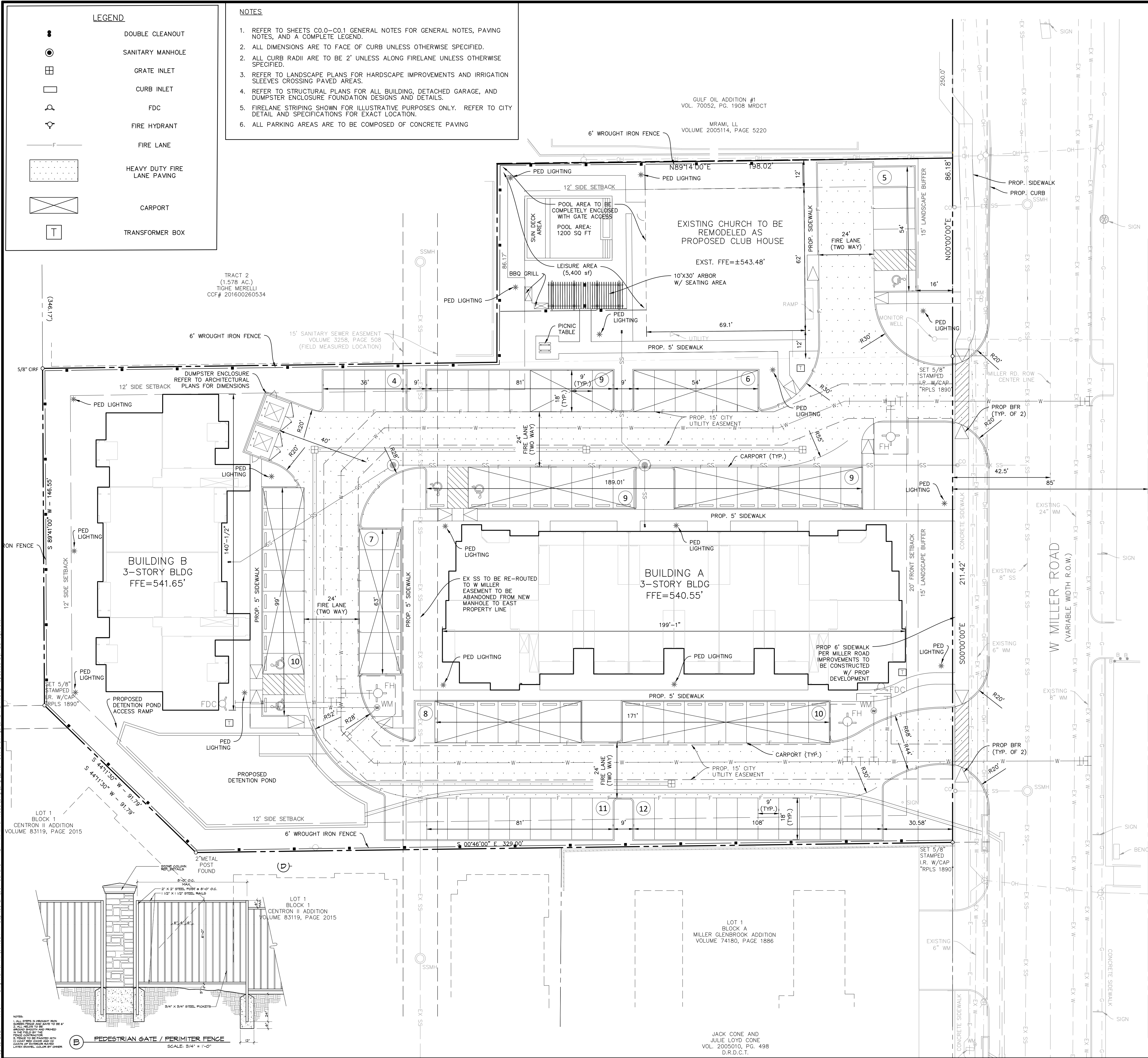


Zoning Map Z 20-45



INDICATES AREA
OF REQUEST

EXHIBIT C

VICINITY MAP

SITE DATA	
SIZE	2.26 AC (98,446 SF)
EXISTING ZONING	MF/CR
PROPOSED ZONING	MF
BUILDING AREAS:	
BUILDING 1	12,155 SF/STORY
BUILDING 2	7,080 SF/STORY
CLUBHOUSE	4,280 SF
FAR	0.53
BUILDING COVERAGE	28,210 SF (28.8%)
IMPERVIOUS SURFACE	28,200 SF (26.7%)
MAX. BUILDING HEIGHT	40'
PROVIDED BUILDING HEIGHT	30'-6"
UNITS	63
DENSITY (UNIT/ACRE)	27.88
LOT COVERAGE (60% MAX.)	60%
PERCENTURE AREA	5.40%

PARKING REQUIRED			
UNIT TYPE	UNIT QUANTITY	RATIO	SPACES REQUIRED
EFFICIENCY	6	1	6
2 BEDROOM	39	1.5	59
2 BEDROOM	18	2	36
TOTAL PARKING	63		101

COVERED PARKING REQUIRED		
TYPE	% OF REQUIRED PARKING	SPACES REQUIRED
CARPORT	50	50
	MINIMUM 1 PER UNIT	63

PARKING PROVIDED		
TYPE		QUANTITY
UNCOVERED		40
CARPORT		60
TOTAL		100

PARKING TO UNIT RATIO	1.59
-----------------------	------

CLUB HOUSE PARKING	5
HANDICAP PARKING PROVIDED	5

GRAND TOTAL PARKING PROVIDED	100
------------------------------	-----

USE	FLOOR AREA	HIEGHT	NUMBER
CLUBHOUSE/ AMENITY	4,280 SF	NOT KNOWN	
MULTIFAMILY	12,155 SF	38'	
MULTIFAMILY	7,080 SF	38'	

UNIT TABULATION

Unit Type	Square Footage	Quantity	Percentage	Total Net SF
E1	530	6	9.52%	3,180
A1	652	15	23.81%	9,780
A2	691	6	9.52%	4,146
A3	703	6	9.52%	4,218
A4	771	6	9.52%	4,626
A5	802	6	9.52%	4,812
B1	1,028	12	19.05%	12,336
B2	1,101	6	9.52%	6,606
Totals	Average SF	Quantity	Percentage	Net SF
	789	63	100.00%	49,704

Total % of Efficiency Units	9.52%	6
Total % of One BR Units	61.90%	39
Total % of Two BR Units	28.57%	18
		63

BUILDING TABULATION

Building Type - 'A' - 3 Story								UNITS PER	NUMBER OF	NET SF PER	NET SF C
E1	A1	A2	A3	A4	A5	B1	B2	BLDG	BLDGS	BLDG	BLDGS
6	15	6	0	0	0	6	6	39	1	29,880	29,880

Building Type 'B' - 3 Story								UNITS PER	NUMBER OF	NET SF PER	NET SF C
E1	A1	A2	A3	A4	A5	B1	B2	BLDG	BLDGS	BLDG	BLDGS
0	0	0	6	6	6	6	0	24	1	19,824	19,824

Total Units								UNITS	BLDGS	NET SF
E1	A1	A2	A3	A4	A5	B1	B2			
6	15	6	6	6	6	12	6	63	2	49,704

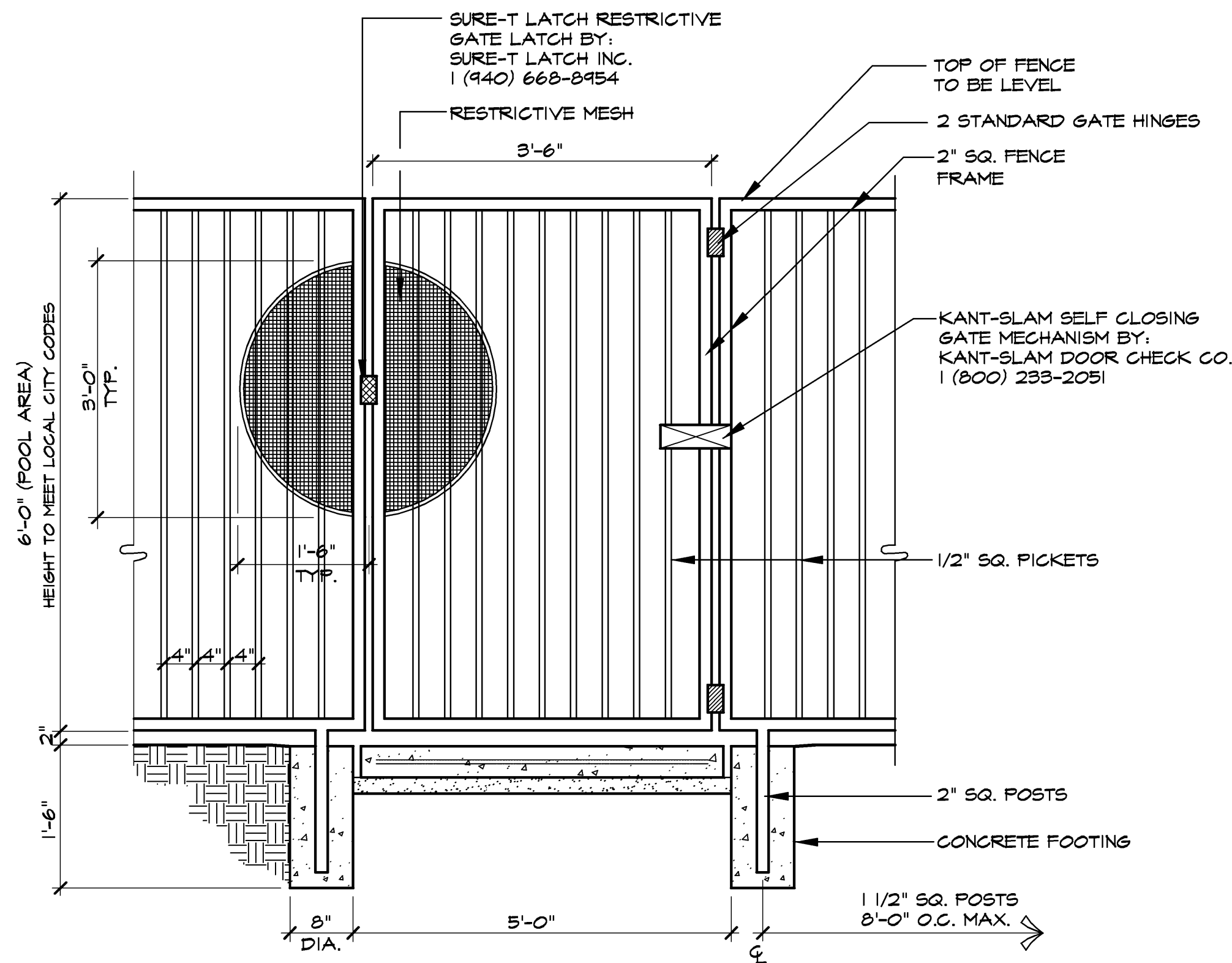
<u>ENGINEER</u> MANHARD CONSULTING 12225 GREENVILLE AVE SUITE 1000 DALLAS, TEXAS 75243 972.972.4250 PH JESSE CONRAD, P.E	<u>OWNER/DEVELOPER</u> TI CAPITAL, LP 125 E. JOHN CARPENTER FWY IRVING, TX 75062 817.307.9251 PH RAVI MEHTA MEHTARP3@GMAIL.COM
---	--

CASE NUMBER: 200910-2

[illegible]

PENDING

EXHIBIT D

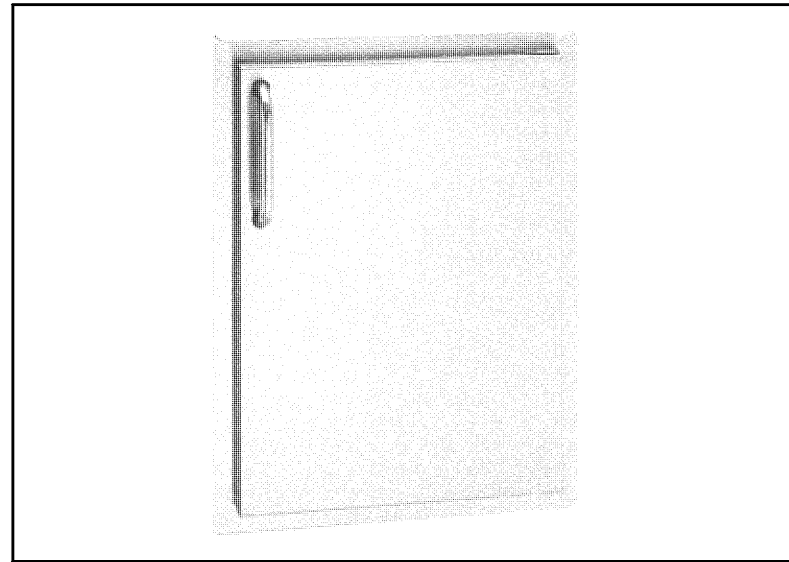


A 6'-0" POOL FENCE/GATE
SCALE: 1/2" = 1'-0"

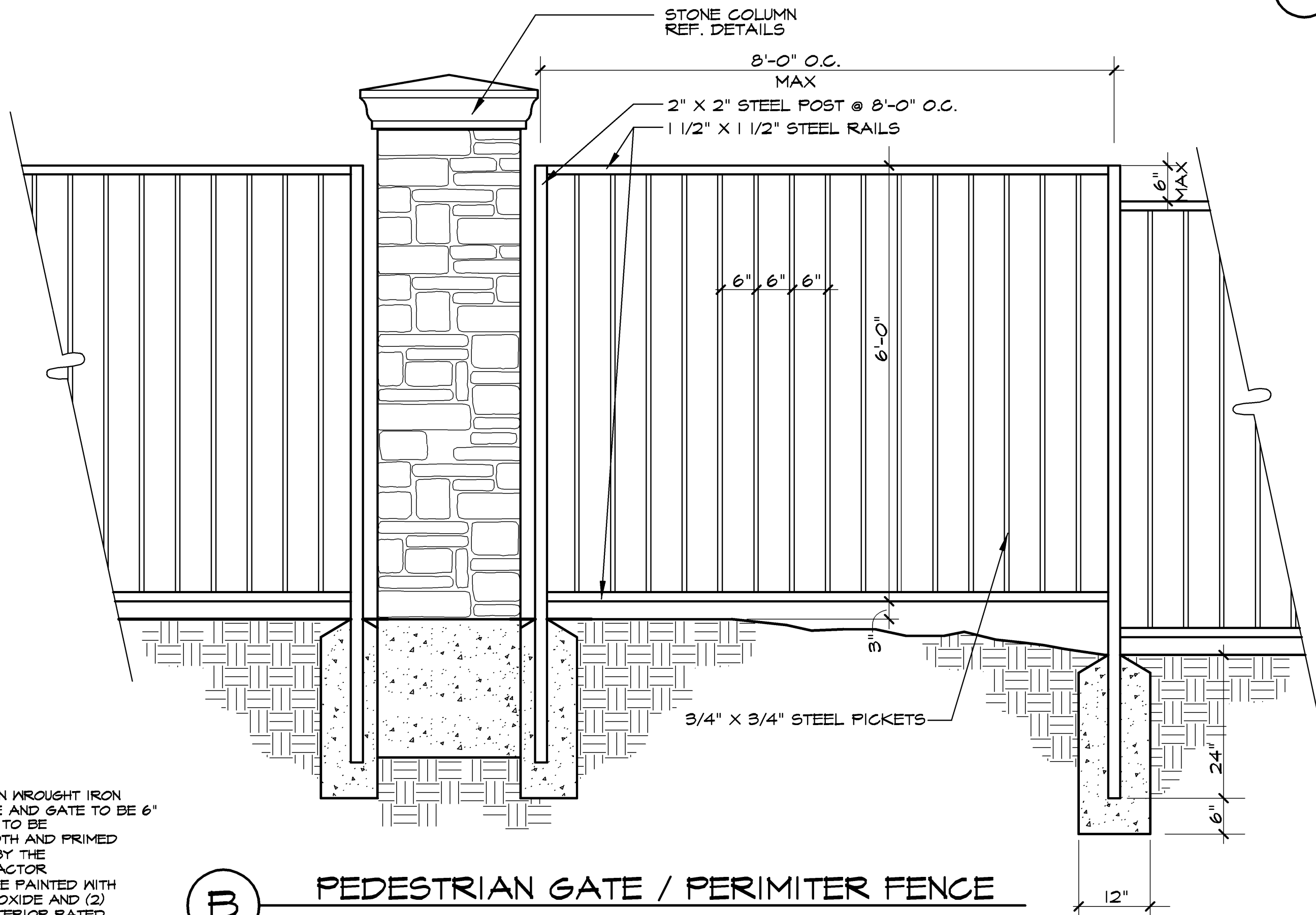
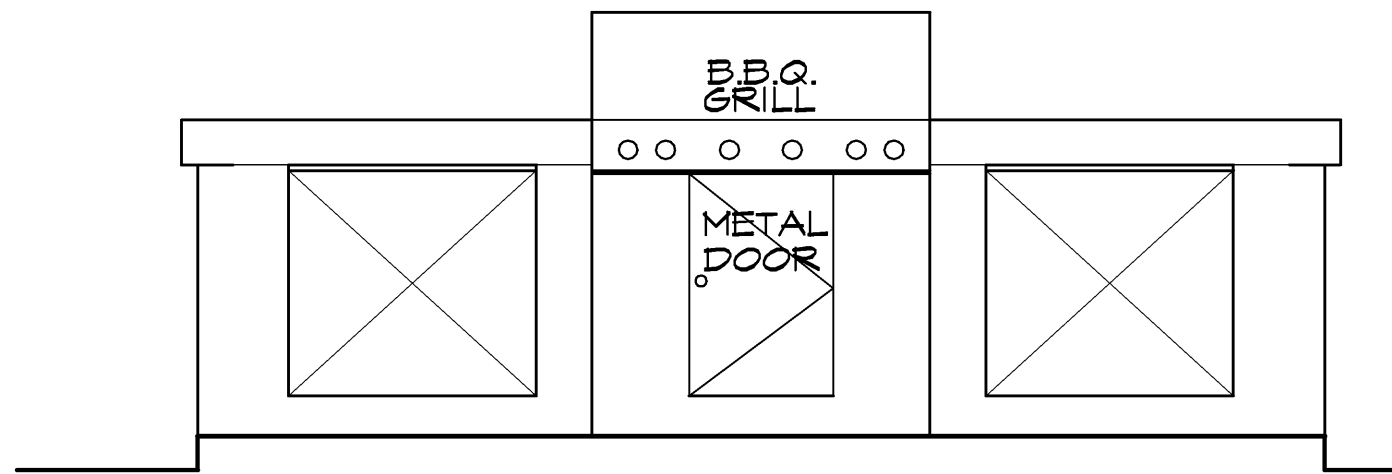
- NOTES:
1. ALL POOL GATE LATCHES MUST BE INSTALLED ON THE POOL YARD SIDE OF THE GATE AND SHALL BE 3" MIN. BELOW TOP OF GATE (48" HT GATES)
 2. THE GATE OR ENCLOSURE SHALL HAVE NO OPENING GREATER THAN ONE-HALF INCH IN ANY DIRECTION WITHIN 18 INCHES FROM THE LATCH, INCLUDING THE SPACE BETWEEN THE GATE AND THE GATE POST TO WHICH THE GATE LATCHES.
 3. AT HANDICAP GATE LOCATIONS OMIT SURE-T LATCH AND SUPPLY KEY PAD LOCK, REF PLAN FOR LOCATION.



GRILL BRAND: FIRE MAJIC BY RH PETERSON
MODEL: 11-S151-A
ALL STAINLESS STEEL CONSTRUCTION

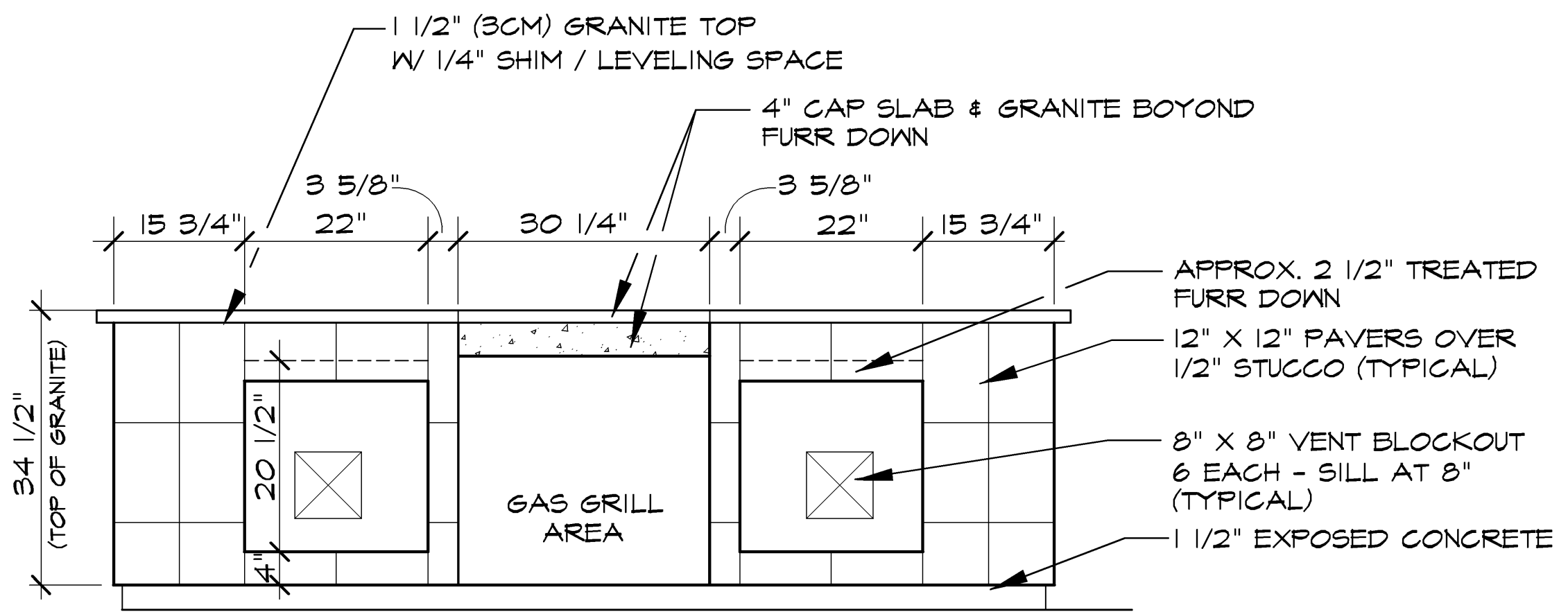


DOOR BRAND: FIRE MAJIC BY RH PETERSON
MODEL: 33920-SR
ALL STAINLESS STEEL CONSTRUCTION

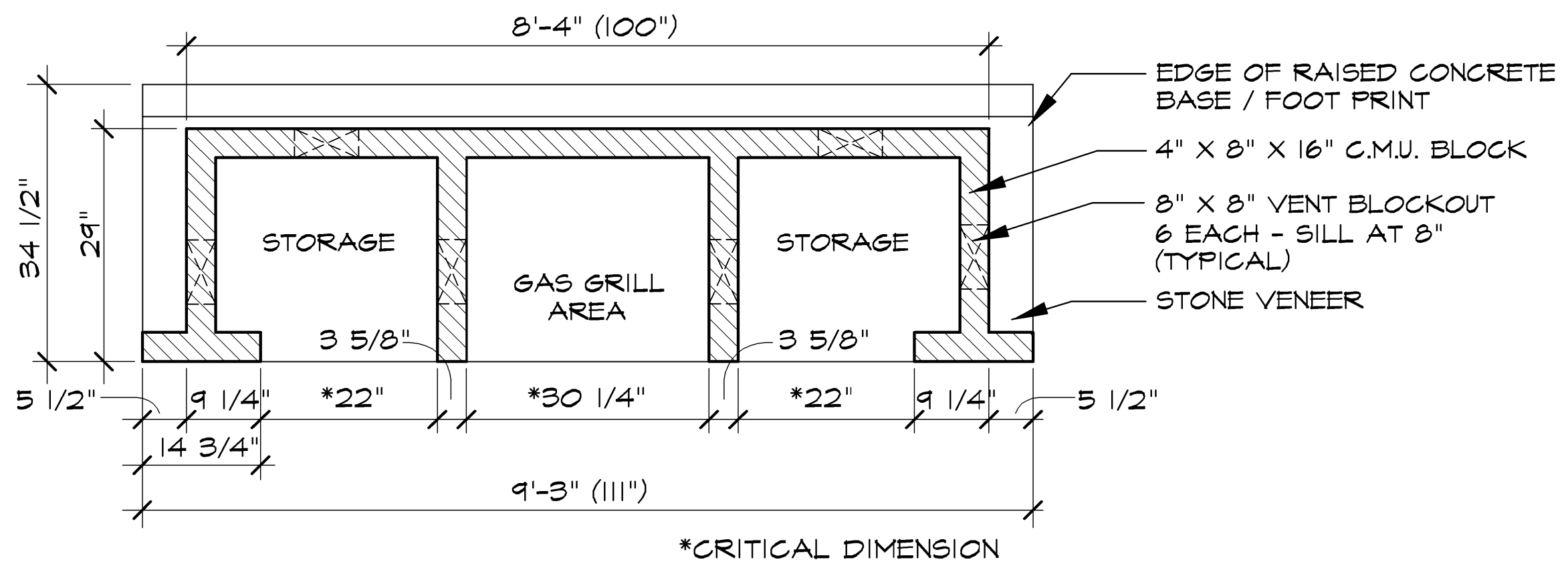


B PEDESTRIAN GATE / PERIMETER FENCE
SCALE: 3/4" = 1'-0"

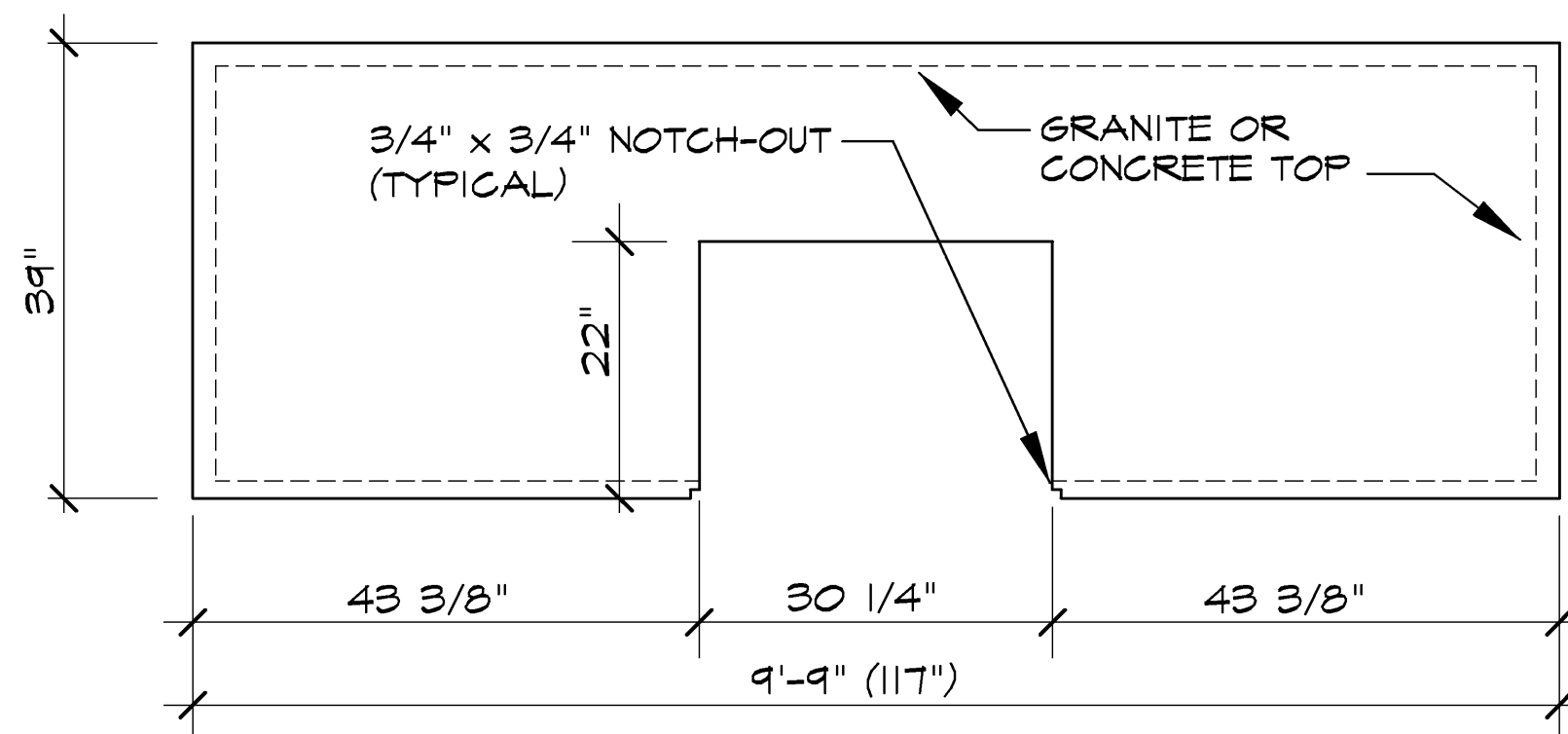
- NOTES:
1. ALL STEPS IN WROUGHT IRON SCREEN FENCE AND GATE TO BE 6"
 2. ALL WELDS TO BE GRIND SMOOTH AND PRIMED IN THE FIELD BY THE FENCE CONTRACTOR
 3. FENCE TO BE PAINTED WITH (1) COAT RED OXIDE AND (2) COATS OF EXTERIOR RATED LATEX ENAMEL, COLOR BY OWNER



C B.B.Q. / COUNTER - FINISHED ELEVATION
SCALE: 3/4" = 1'-0"



D B.B.Q. / COUNTER - PLAN VIEW
SCALE: 3/4" = 1'-0"

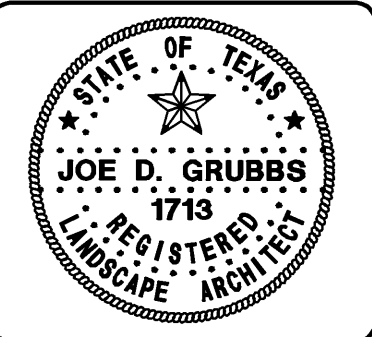


E GRANITE OR CONCRETE COUNTER TOP
SCALE: 3/4" = 1'-0"

Date:	
Revisions:	
#	

Issued For:	CONSTRUCTION
Job No.	20149
Scale	
Drawn By:	JDS
Date	03-22-2021

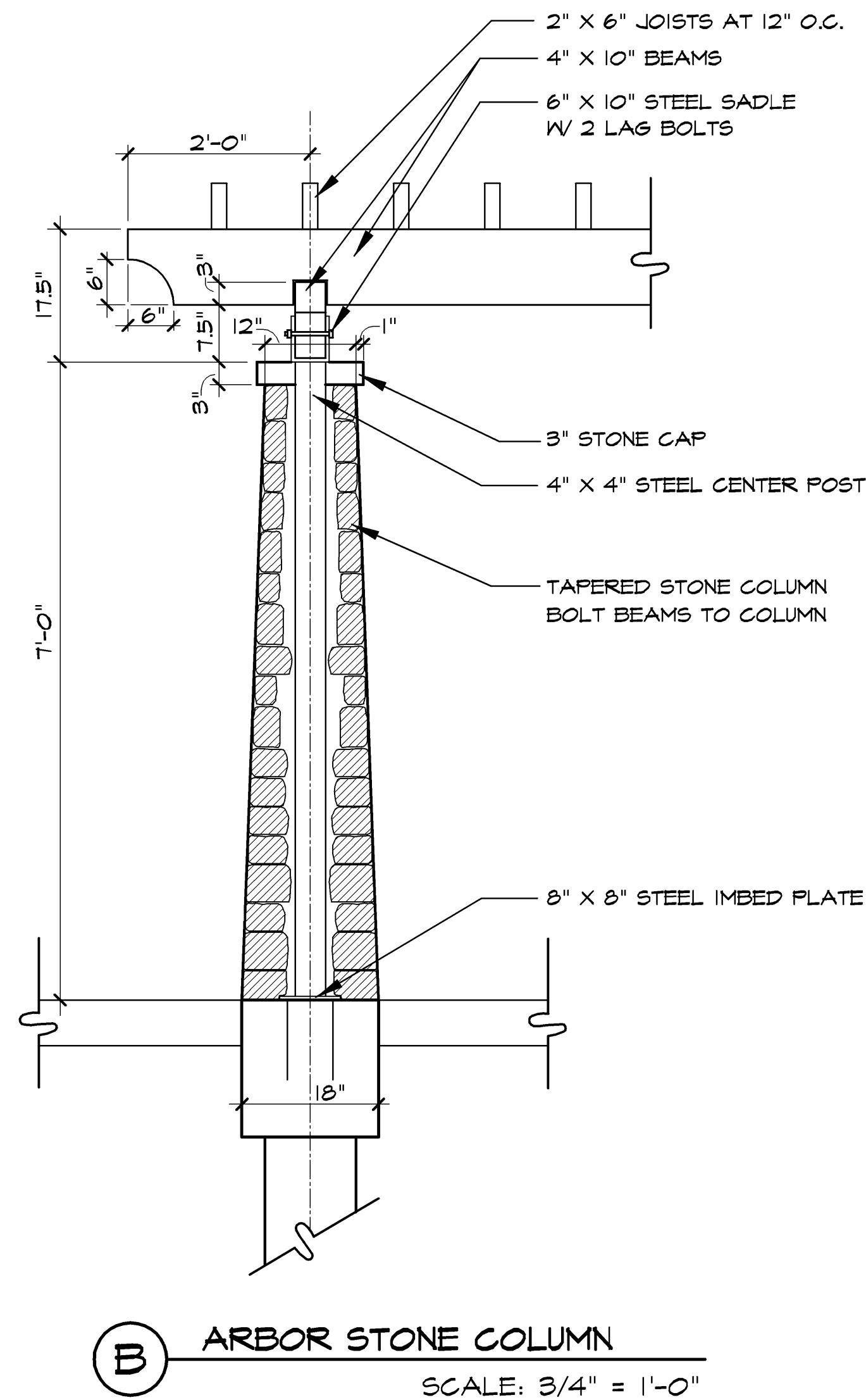
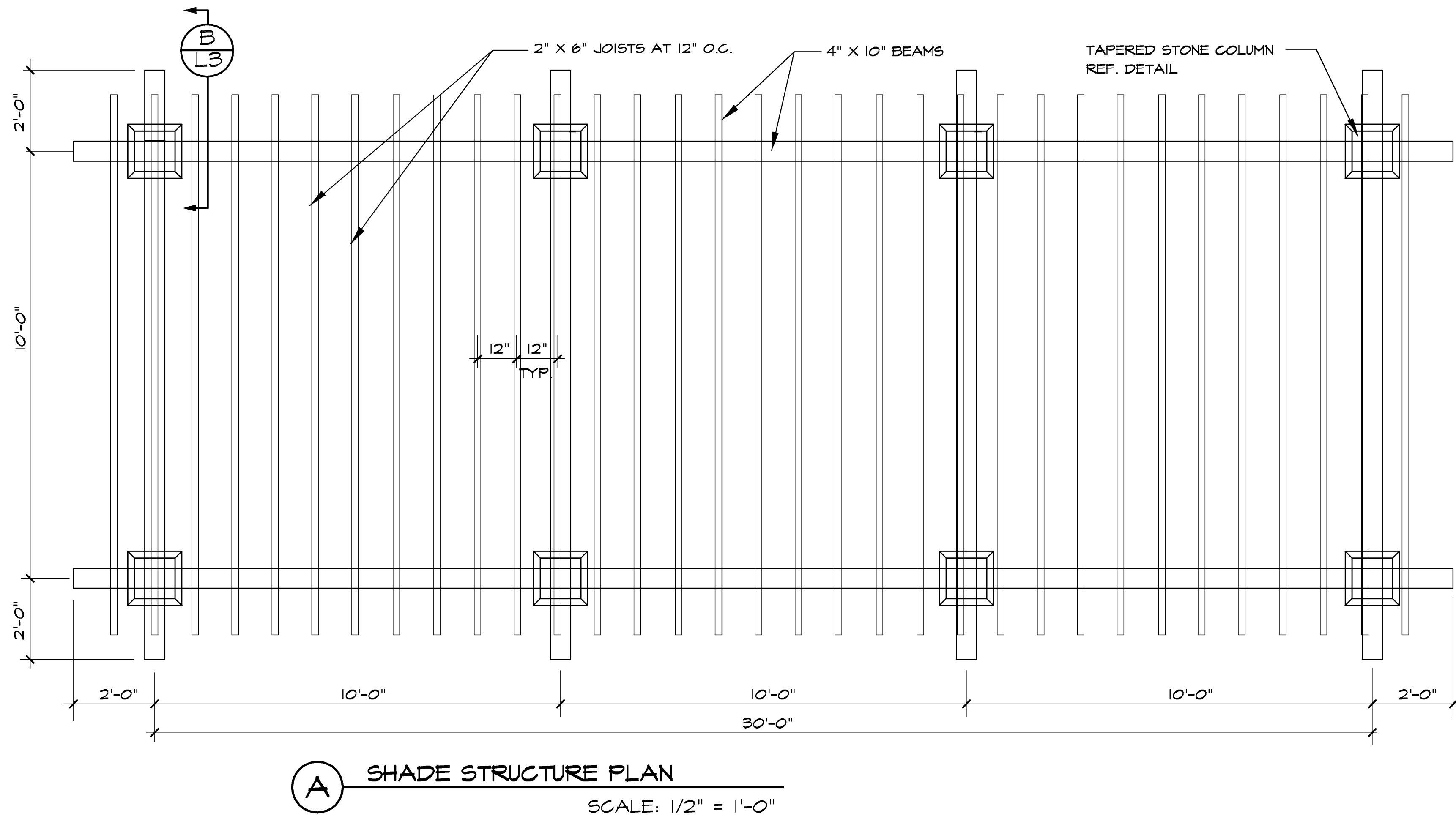
Miller Road Multifamily
1214 W. Miller Road
Garland Texas



Hardscape Construction Details

Sheet Title:
Sheet Number:
L2
of L3 Sheets

EXHIBIT D

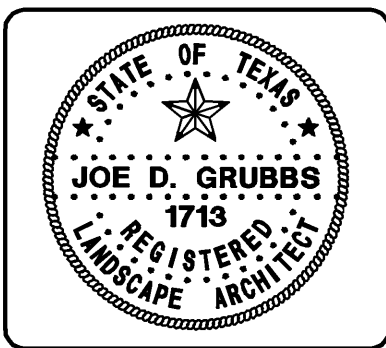


PICNIC TABLE BRAND: BELSON OUTDOORS
MODEL: 238-EF6
ALL BLACK POWDER COAT FINISH

#	Revisions:	Date:

Issued For:	CONSTRUCTION
Job No.	20149
Scale	
Drawn By:	JDS
Date	03-22-2021

Miller Road Multifamily
1214 W. Miller Road
Garland Texas



Sheet Title:
Hardscape
Construction Details

Sheet Number:	L3
of L3 Sheets	

MATERIAL LEGEND	
	R1 ARCHITECTURAL COMPOSITION SHINGLES
	R2 STANDING SEAM METAL ROOF
	P1 - SW6196 (FROSTY WHITE) STUCCO MAIN FIELD COLOR
	P2 - SW7017 (DORIAN GRAY) STUCCO FIELD COLOR
	M1 - SW7048 (URBANE BRONZE) METAL
	C2 SIMULATED STONE VENEER



02 BUILDING 'A' - ELEVATION - NORTH
SCALE: 1/16" = 1'-0"



01 BUILDING 'A' - ELEVATION - WEST
SCALE: 1/16" = 1'-0"

MATERIAL LEGEND	
	R1 ARCHITECTURAL COMPOSITION SHINGLES
	R2 STANDING SEAM METAL ROOF
	P1 - SW6196 (FROSTY WHITE) STUCCO MAIN FIELD COLOR
	P2 - SW7017 (DORIAN GRAY) STUCCO FIELD COLOR
	M1 - SW7048 (URBANE BRONZE) METAL
	C2 SIMULATED STONE VENEER



02 BUILDING 'A' - ELEVATION - SOUTH
SCALE: 1/16" = 1'-0"



01 BUILDING 'A' - ELEVATION - EAST
SCALE: 1/16" = 1'-0"

MATERIAL LEGEND	
	R1 ARCHITECTURAL COMPOSITION SHINGLES
	R2 STANDING SEAM METAL ROOF
	P1 - SW6196 (FROSTY WHITE) STUCCO MAIN FIELD COLOR
	P2 - SW7017 (DORIAN GRAY) STUCCO FIELD COLOR
	M1 - SW7048 (URBANE BRONZE) METAL
	C2 SIMULATED STONE VENEER



02 **BUILDING TYPE 'B' - ELEVATION - SOUTH**
SCALE: 1/16" = 1'-0"



01 **BUILDING TYPE 'B' - ELEVATION - NORTH**
SCALE: 1/16" = 1'-0"

MATERIAL LEGEND	
	R1 ARCHITECTURAL COMPOSITION SHINGLES
	R2 STANDING SEAM METAL ROOF
	P1 - SW6196 (FROSTY WHITE) STUCCO MAIN FIELD COLOR
	P2 - SW7017 (DORIAN GRAY) STUCCO FIELD COLOR
	M1 - SW7048 (URBANE BRONZE) METAL
	C2 SIMULATED STONE VENEER

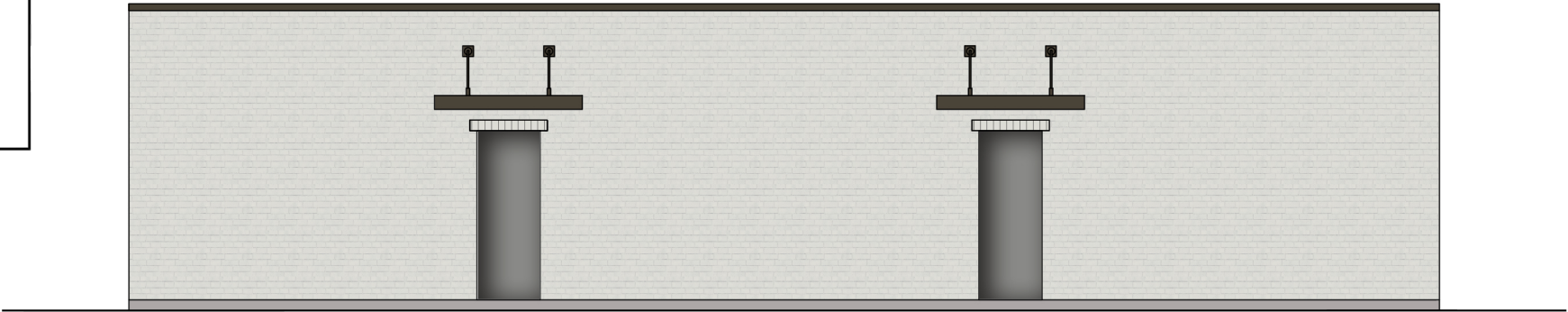


02 BUILDING TYPE 'B' - ELEVATION -EAST
SCALE: 1/16" = 1'-0"

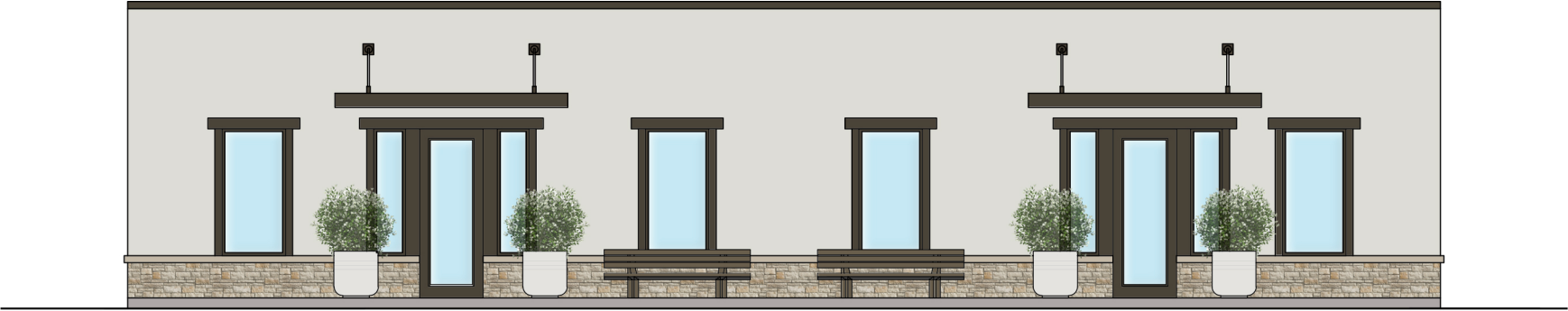


01 BUILDING TYPE 'B' - ELEVATION - WEST
SCALE: 1/16" = 1'-0"

MATERIAL LEGEND	
	R1 ARCHITECTURAL COMPOSITION SHINGLES
	R2 STANDING SEAM METAL ROOF
	P1 - SW6196 (FROSTY WHITE) STUCCO MAIN FIELD COLOR
	P2 - SW7017 (DORIAN GRAY) STUCCO FIELD COLOR
	M1 - SW7048 (URBANE BRONZE) METAL
	C2 SIMULATED STONE VENEER
	S1 BRICK VENEER



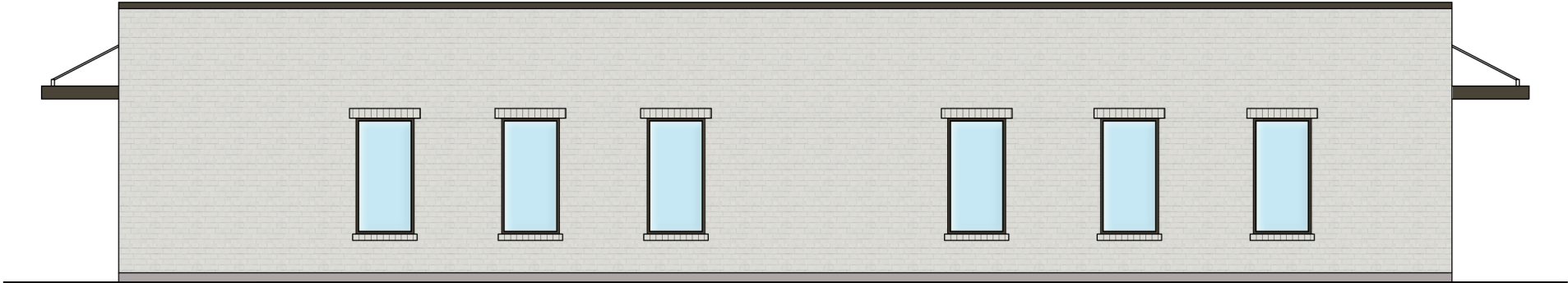
02 CLUBHOUSE - CONCEPTUAL ELEVATION - SOUTH



01 CLUBHOUSE - CONCEPTUAL ELEVATION - NORTH
SCALE: 1/8" = 1'-0"

MATERIAL LEGEND	
	R1 ARCHITECTURAL COMPOSITION SHINGLES
	R2 STANDING SEAM METAL ROOF
	P1 - SW6196 (FROSTY WHITE) STUCCO MAIN FIELD COLOR
	P2 - SW7017 (DORIAN GRAY) STUCCO FIELD COLOR
	M1 - SW7048 (URBANE BRONZE) METAL
	C2 SIMULATED STONE VENEER
	S1 BRICK VENEER

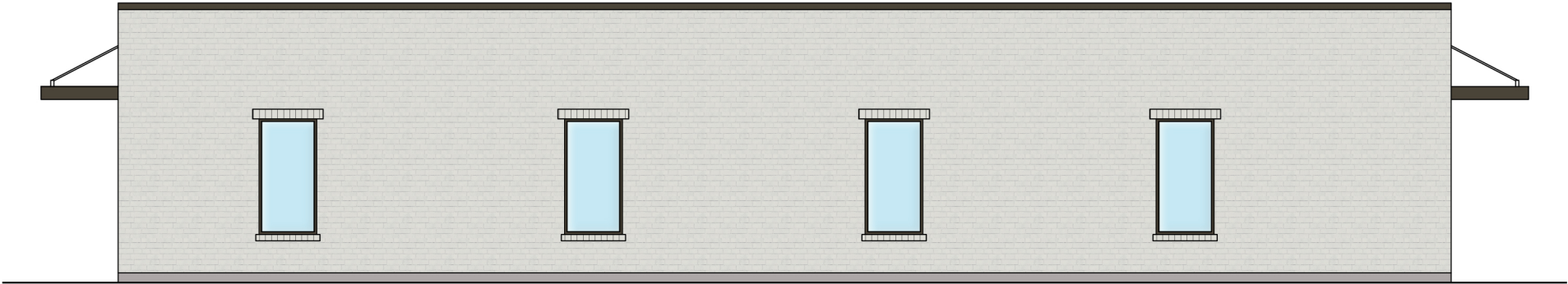
EXHIBIT E



02

CLUBHOUSE - CONCEPTUAL ELEVATION - WEST

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

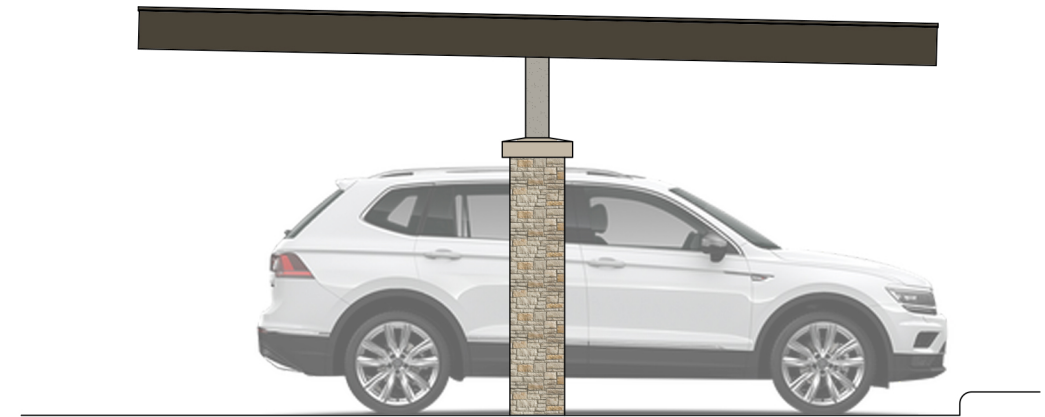


01

CLUBHOUSE - CONCEPTUAL ELEVATION - EAST

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

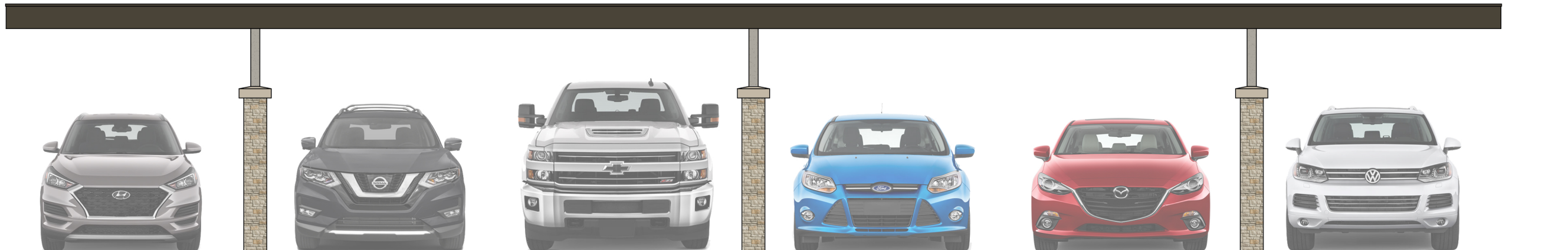
EXHIBIT E



02

CARPORT SIDE ELEVATION/SECTION

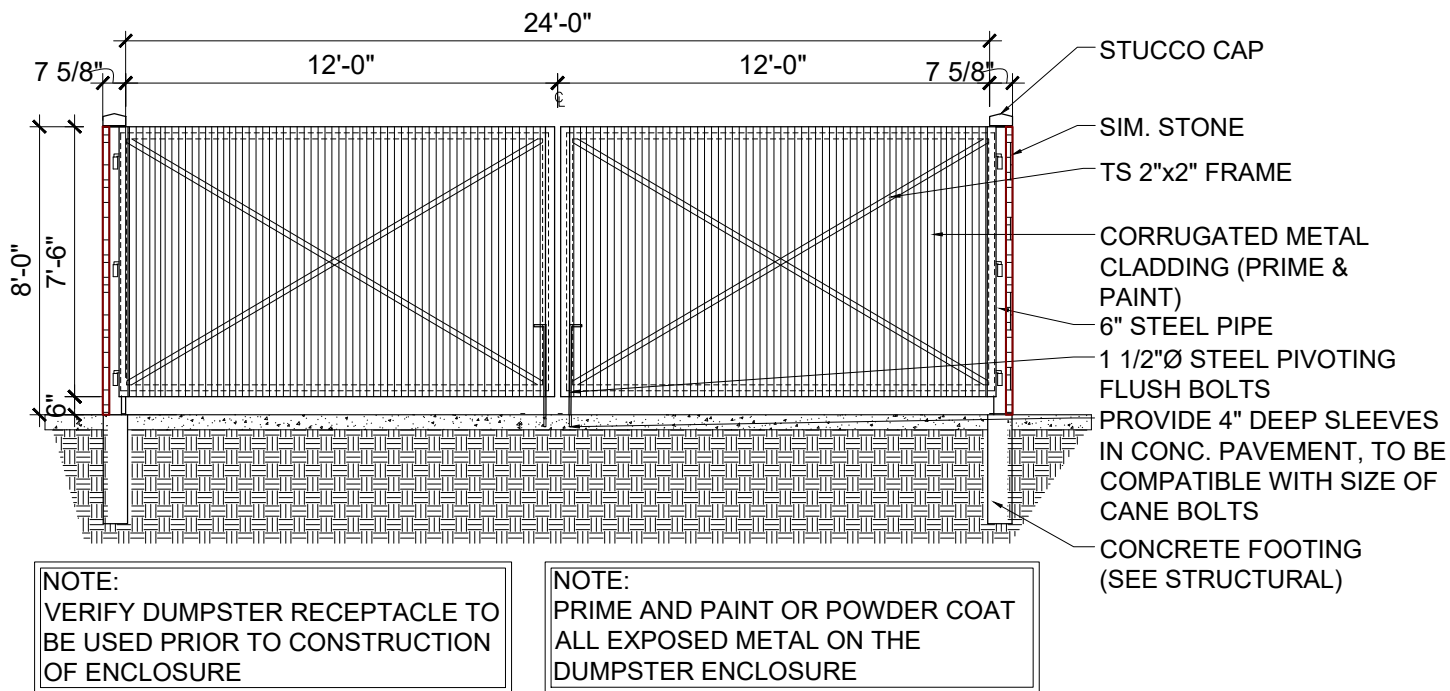
SCALE: 1/4" = 1'-0"



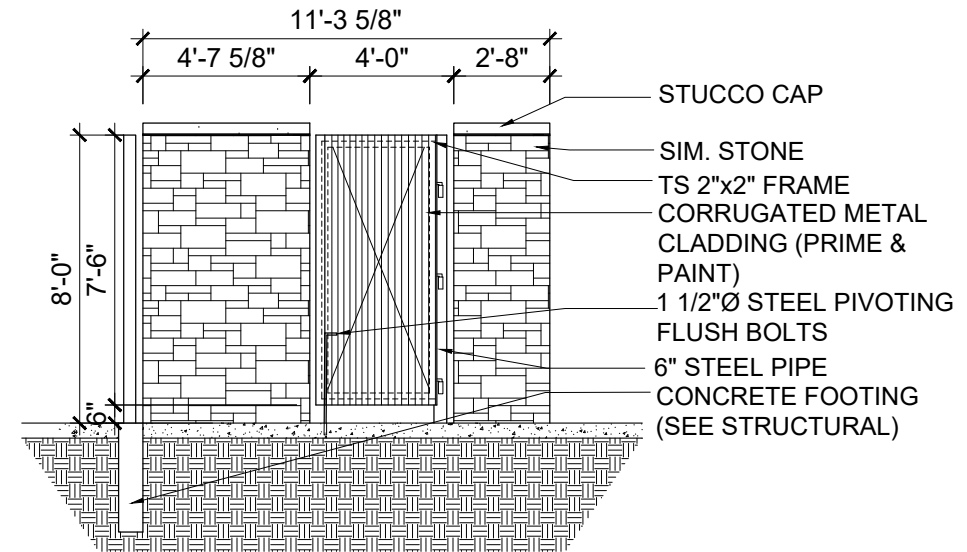
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CARPORT FRONT ELEVATION

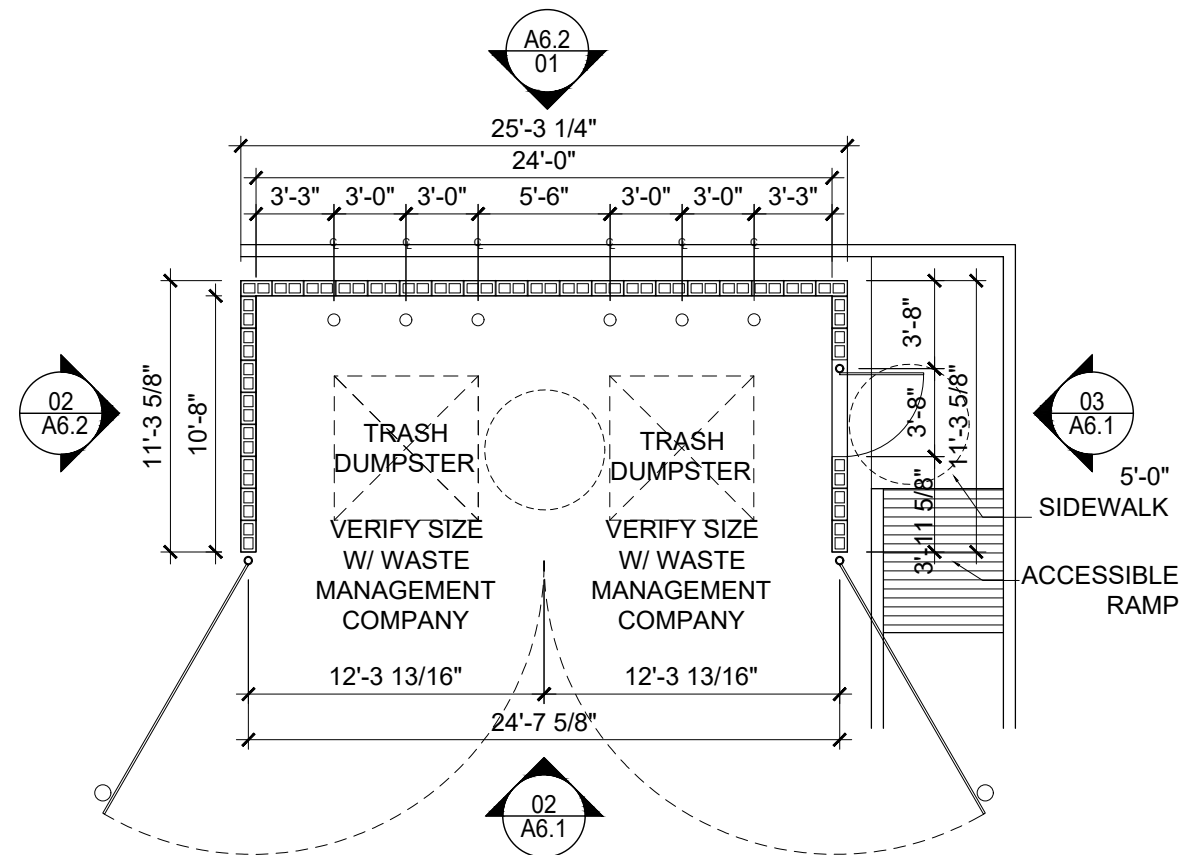
SCALE: 1/4" = 1'-0"



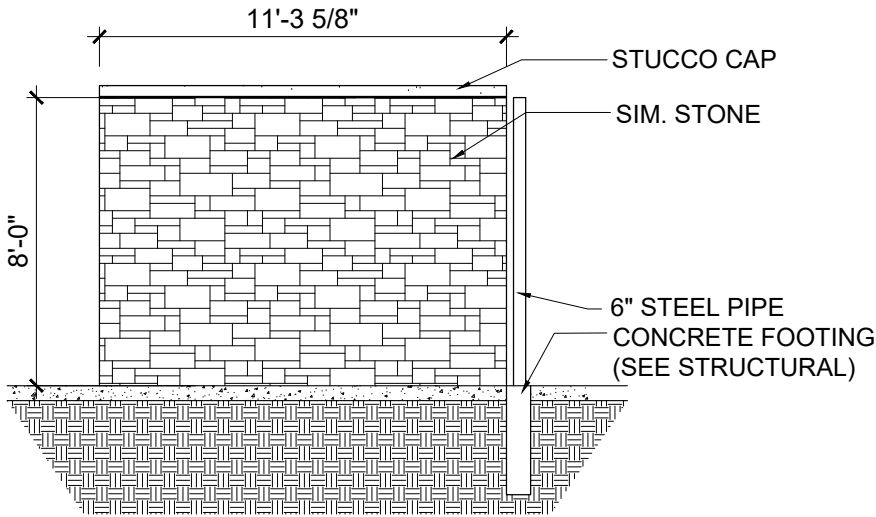
02 DUMPSTER ENCLOSURE FRONT ELEVATION
SCALE: 3/16" = 1'-0"



03 DUMPSTER ENCLOSURE SIDE ELEVATION
SCALE: 3/16" = 1'-0"



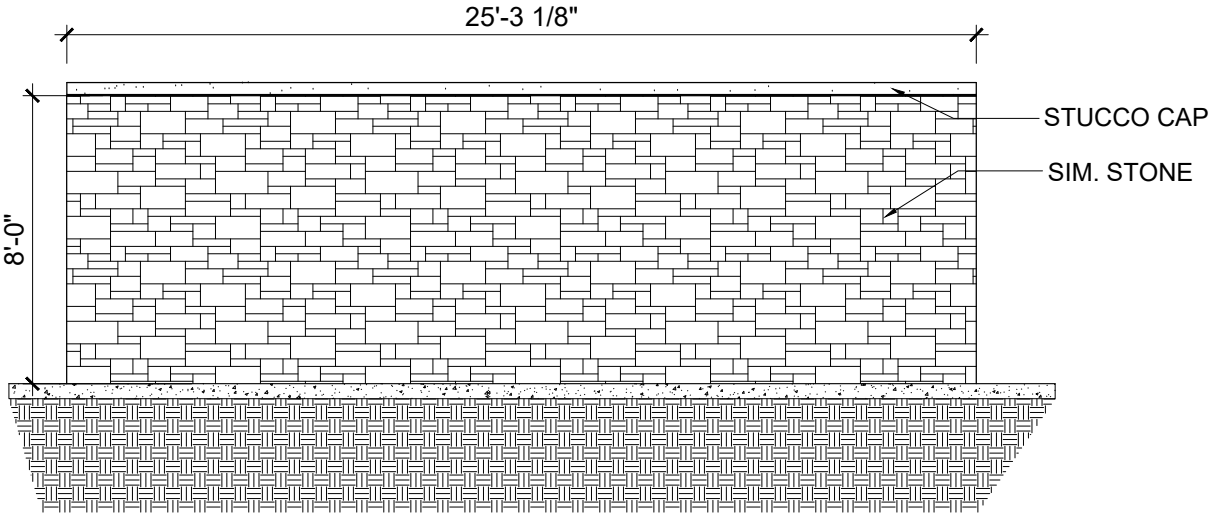
01 DUMPSTER ENCLOSURE PLAN
SCALE: 1/8" = 1'-0"



02

DUMPSTER ENCLOSURE SIDE ELEVATION

SCALE: 3/16" = 1'-0"



01

DUMPSTER ENCLOSURE FRONT ELEVATION

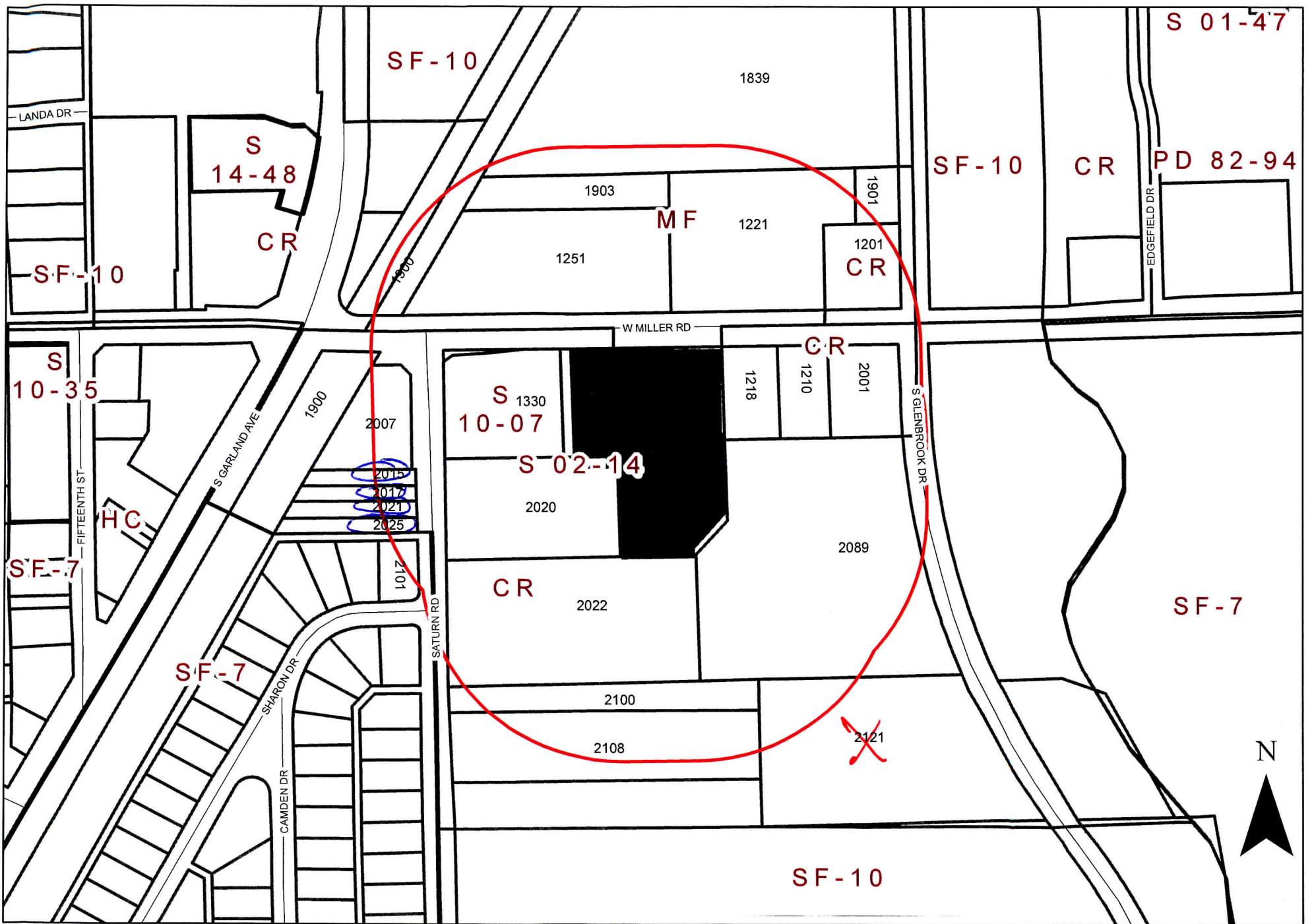
SCALE: 3/16" = 1'-0"

REPORT & MINUTES

P.C. Meeting, April 26, 2021

Consideration of the application of **Manhard Consulting**, requesting approval of a Detail Plan for a Multi-Family development. This property is located at 1214 and 1302 West Miller Road. (District 5) (File Z 20-45 - Detail Plan)

Motion was made by Commissioner Welborn to **approve** the request as presented. Seconded by Commissioner Edwards. **Motion carried: 8 Ayes, 0 Nays.**



0 175 350 Feet
1 inch = 250 feet

Zoning Map Z 20-45

INDICATES AREA OF REQUEST INDICATES NOTIFICATION AREA

1214 & 1302 West Miller Road

Comment Form

Case Z 20-45

Manhard Consulting. The applicant proposes an apartment complex with a total of 63 dwelling units on a site currently zoned Multi-Family District. The existing church located at the northwest of the subject property, currently zoned Community Retail District, would be acquired, remodeled and used as an amenity for the proposed multi-family development. This site is located at 1214 and 1302 West Miller Road. (Z 20-45) (District 5)

Manhard Consulting. El solicitante propone un complejo de apartamentos con un total de 63 unidades de vivienda en un sitio actualmente zonificado como Distrito Multifamiliar. La iglesia existente ubicada al noroeste de la propiedad en cuestión, actualmente zonificada como Distrito Comercial de la Comunidad, sería adquirida, remodelada y utilizada como un servicio para el desarrollo multifamiliar propuesto. Este sitio está ubicado en 1214 y 1302 West Miller Road. (Distrito 5)

Manhard Consulting. Người nộp đơn đề xuất một khu phức hợp căn hộ với tổng số 63 căn hộ ở trên một địa điểm hiện đang được khoanh vùng trong Khu Đa Gia đình. Nhà thờ hiện có nằm ở phía tây bắc của khu nhà, hiện đã được quy hoạch tại Khu Bán lẻ Cộng đồng, sẽ được mua lại, tu sửa và sử dụng như một tiện nghi cho dự án phát triển nhiều gia đình được đề xuất. Địa chỉ này nằm ở số 1214 và 1302 West Miller Road. (Quận 5)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002./ Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002./ Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Nalin Amin, Owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2120 & 2121 S. Glenbrook Dr

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX 75041

City, State / Estado de la Ciudad / Thành bang

75041

Zip Code / Código postal / Mã B u Chính

Nalin Amin

Signature / Firma / Chữ ký

4/20/21

Date / Fecha / Ngày

APR 27 '21 PM 2:53

Comment Form

Case Z 20-45

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

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Maria M. Guzman Property Owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2015 Saturn Rd. Garland Tx. 75041

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Tx.

City, State / Estado de la Ciudad / Thành bang

75041

Zip Code / Código postal / Mã B u Chính

Maria M. Guzman

Signature / Firma / Ch ữ ký

4-21-21

Date / Fecha / Ngày

APR 26 '21 PM 2:16

Allmendinger, Tracy

From: Thomas Morris <loringcorporation@gmail.com>
Sent: Monday, April 26, 2021 2:19 PM
To: Planning Group
Subject: [EXTERNAL] Case Z 20-45
Attachments: Comment Form - Case Z 20-45 - 4-26-21.pdf

Attached you will find the Comment Form for Case Z 20-45 from Loring Corp.

Thank you and if there are any questions please let me know.

Thomas Morris
214-923-4354

Comment Form

Case Z 20-45

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

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Loring Corp, Thomas H. Morris

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2017, 2021 & 2025 Saturn Rd

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX 75041

City, State / Estado de la Ciudad / Thành bang

75041

Zip Code / Código postal / Mã B u Chính

[Signature]

Signature / Firma / Chữ ký

4-26-21

Date / Fecha / Ngày

The applicant proposes an apartment complex with a total of 63 dwelling units on a site currently zoned Multi-Family District. The existing church located at the northwest of the subject property, currently zoned Community Retail District, would be acquired, remodeled and used as an amenity for the proposed multi-family development.

[Planned Development and Detail Plan for an apartment complex on a property zoned Community Retail (CR) District and Multi-Family (MF) District.]



GARLAND

TEXAS MADE HERE

**City Council Meeting
May 18, 2021**

CASE INFORMATION

Location: 1214 and 1302 West Miller Road

Applicant: Manhard Consulting

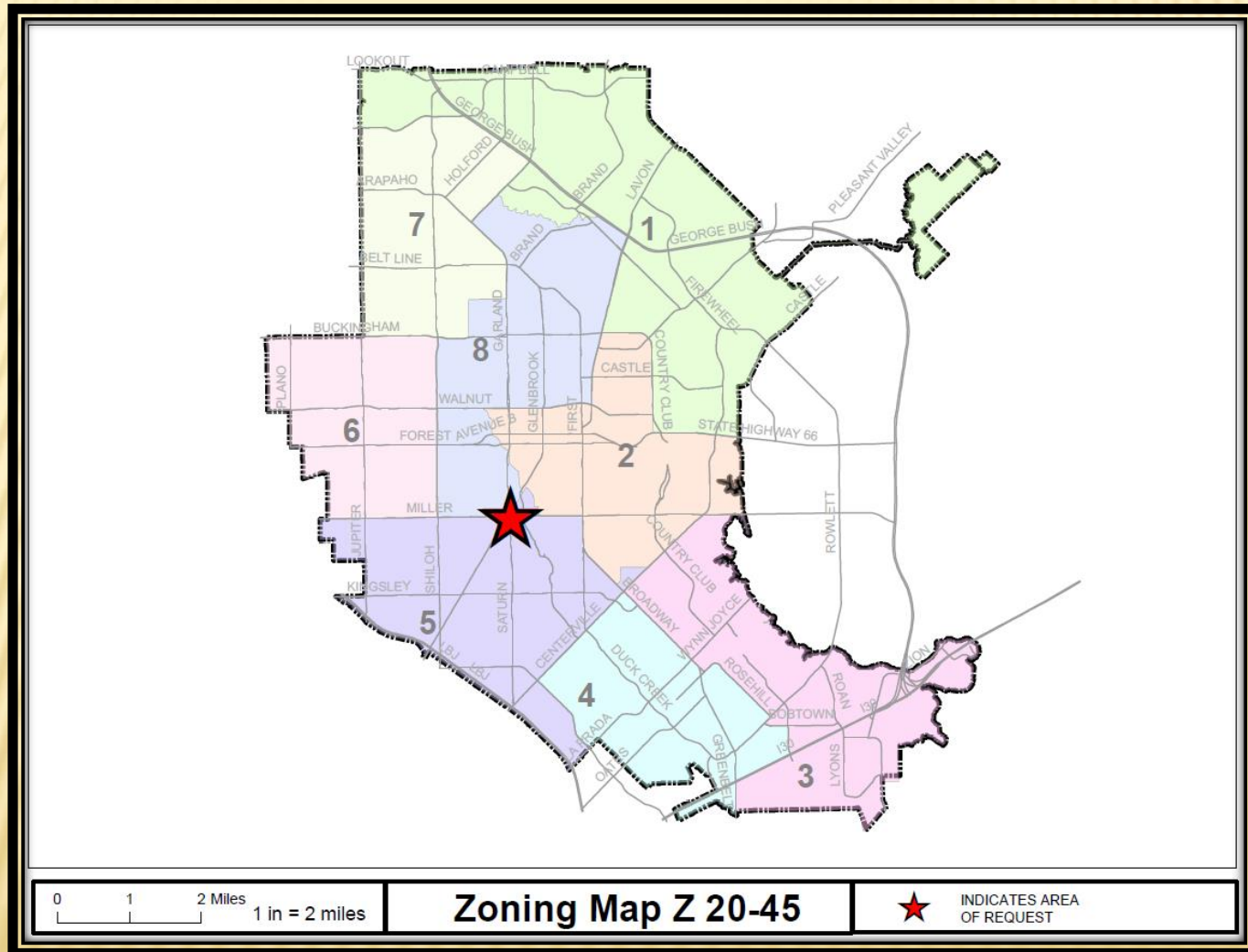
Owner: La Rosa Capital and Alex T. Phillip

Acreage: 2.26 acres

Zoning: Community Retail (CR) District and Multi-Family District

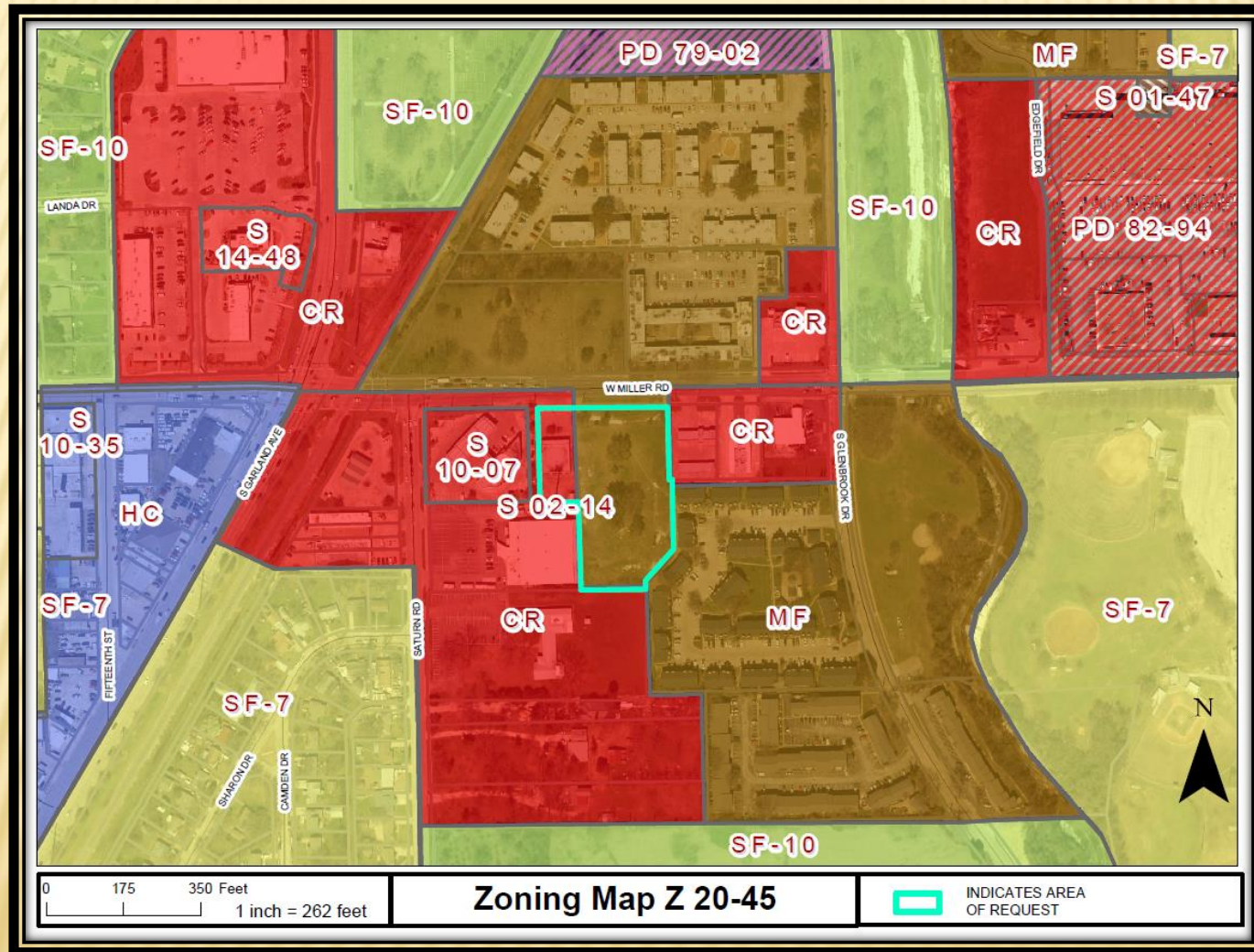
Z 20-45

CITYWIDE LOCATION MAP

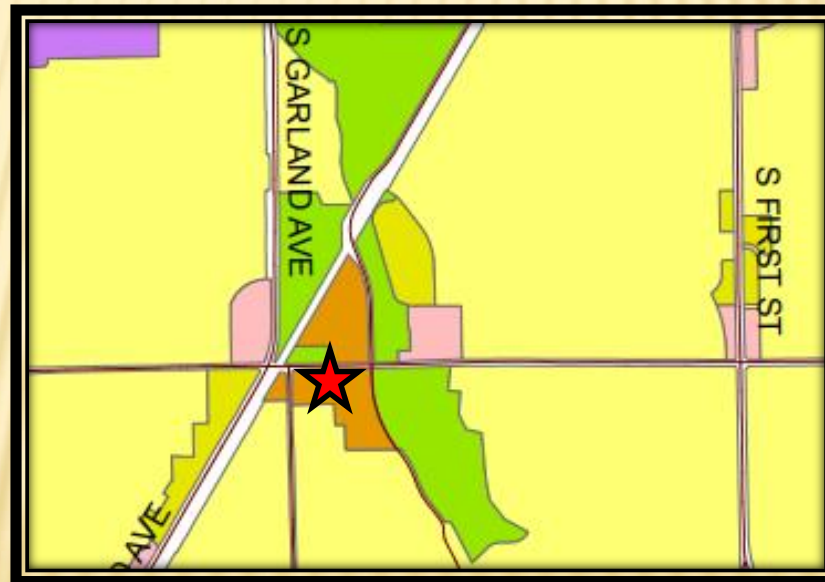


Z 20-45

LOCATION MAP



COMPREHENSIVE PLAN





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. This type of development should encourage access to a range of mobility options and is generally located in the vicinity of major intersections and/or secondary arterial streets, with proximity to significant bus or rail amenities.
- Urban neighborhoods are characterized by moderate to high density single-family attached and multifamily residential units, greater than twelve (12) dwelling units per acre.
- The proposed development is compatible with the Comprehensive Plan.



PHOTOS



View of the subject property from West Miller Road



Looking west of the subject property



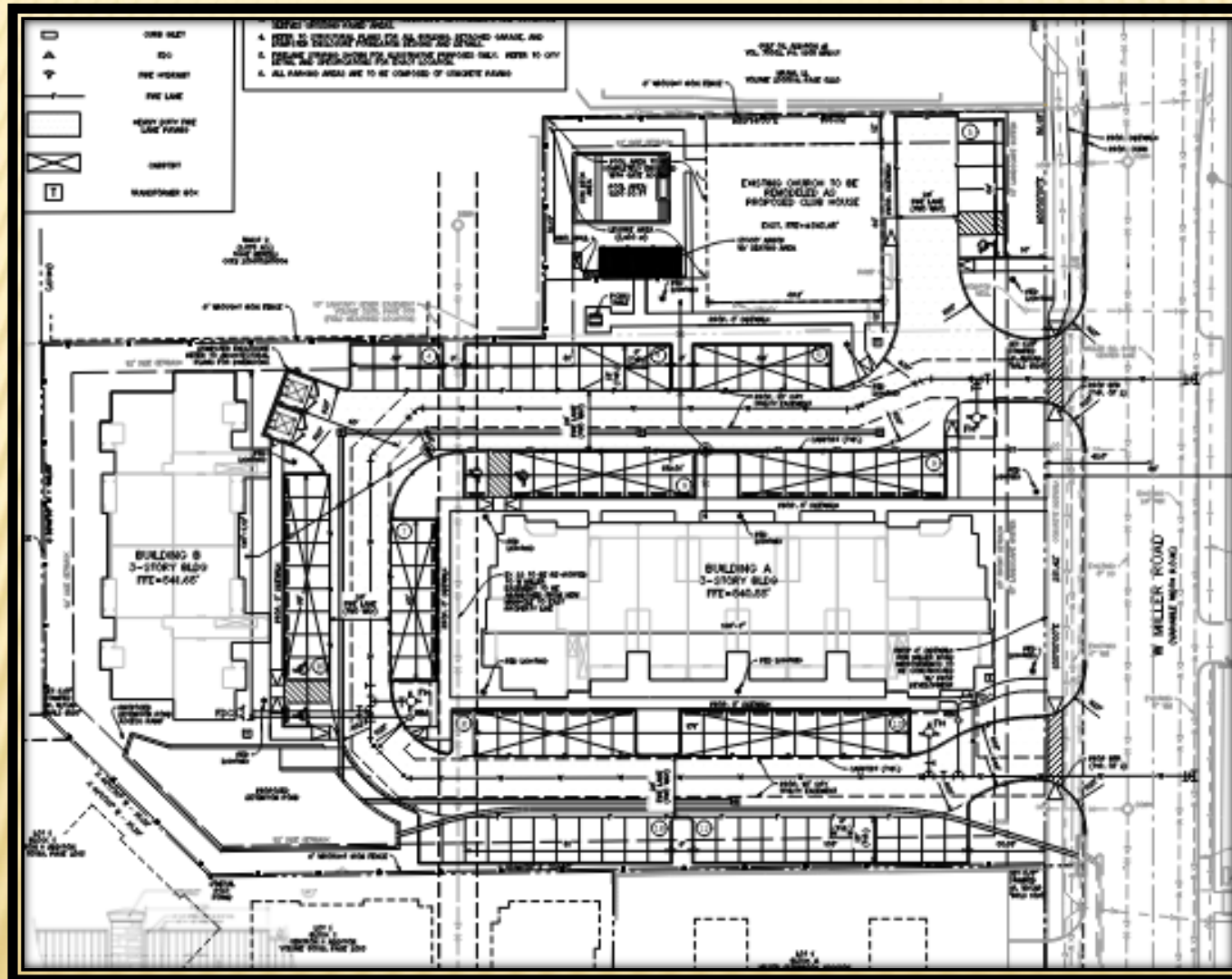
Looking north of the subject property



Looking east of the subject property

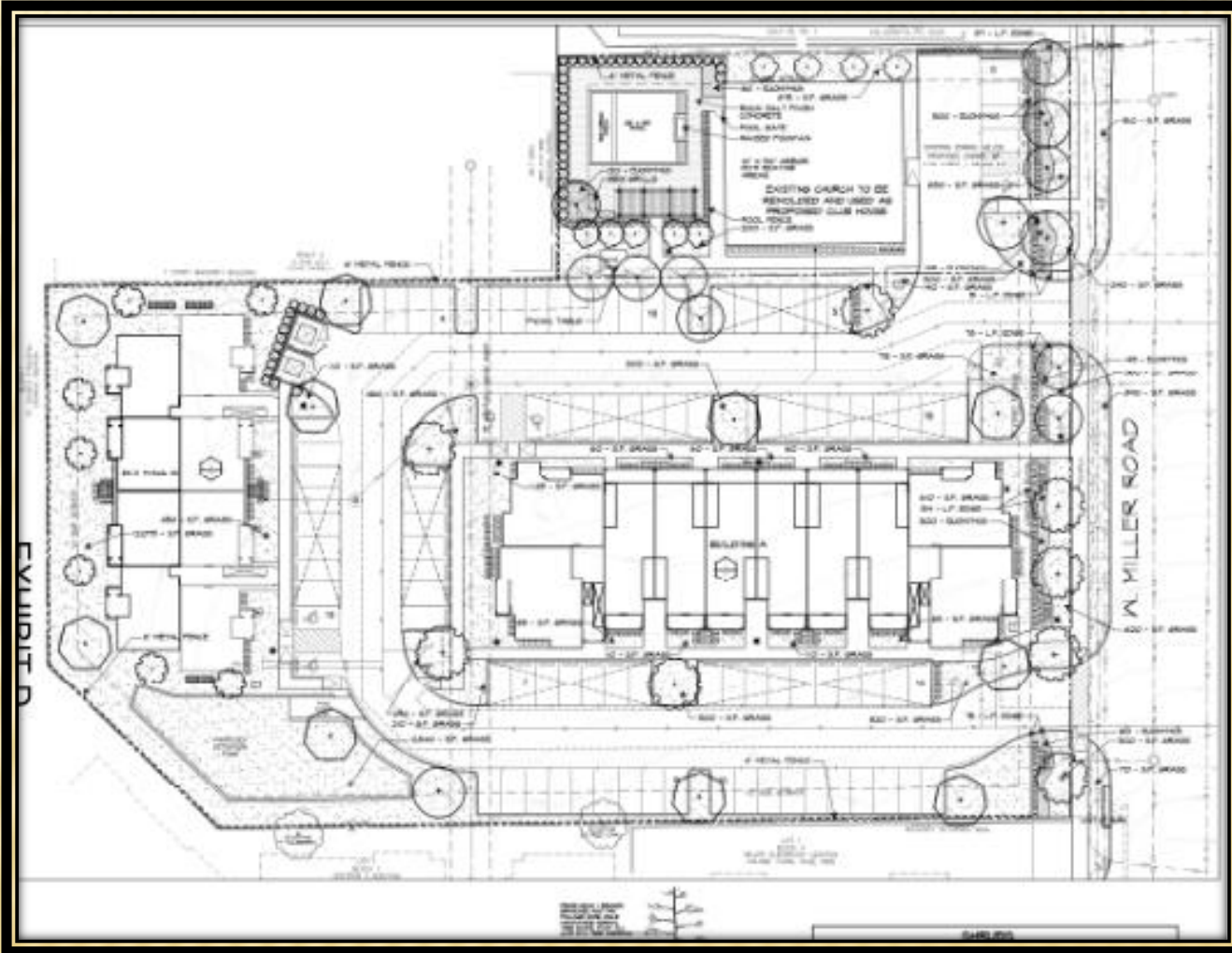


SITE PLAN





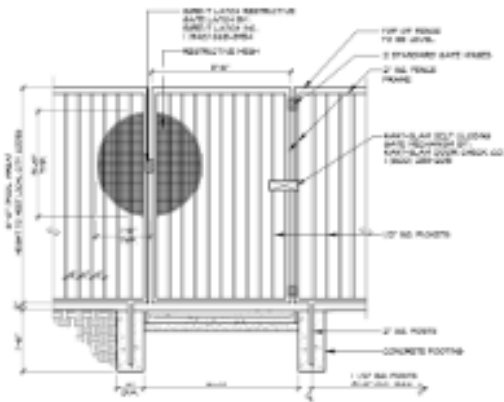
LANDSCAPE PLAN



Z 20-45



AMENITIES



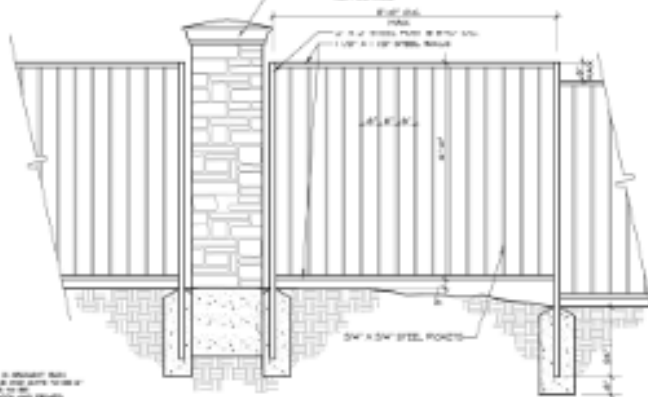
6'-0" POOL FENCE/GATE
SCALE: 1/2" = 1'-0"

[illegible]

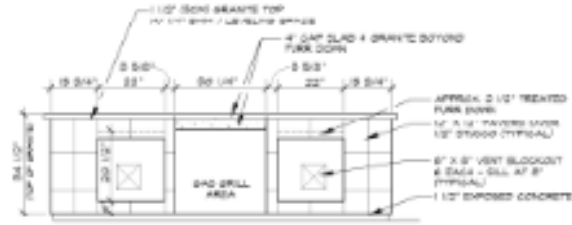
BRILL BRAND FIRE MAZE BY SA PETERSON
MODEL: 1-201-A
ALL STAINLESS STEEL CONSTRUCTION



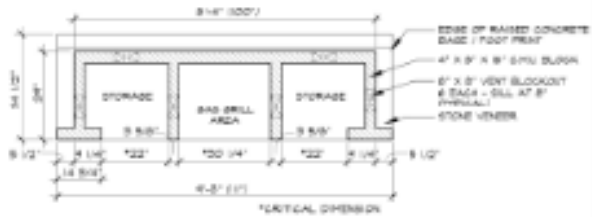
DOOR BRAND FIRE HALL BY RH PETERSON
404-242-1111 • 2004/01/01-2004
ALL STAINLESS STEEL CONSTRUCTION



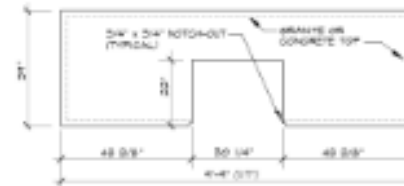
(B) PEDESTRIAN GATE / PERIMETER FENCE
SCALE: 3/4" = 1'-0"




B.B.G. / COUNTER - FINISHED ELEVATION
SCALE: 3/4" = 1'-0"




D.B.G. / COUNTER - PLAN VIEW
 SCALE: 3/4" = 1'-0"

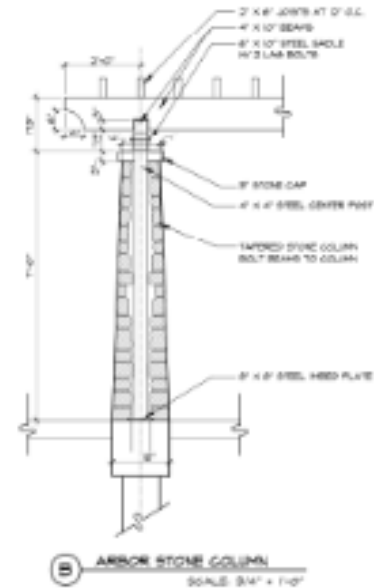
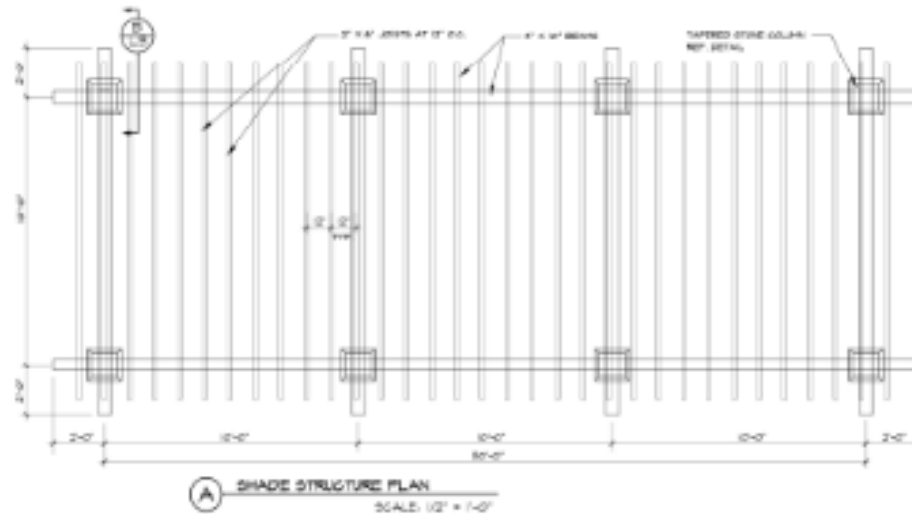


(E) GRANITE OR CONCRETE COUNTER TOP
SCALE: 3/4" = 1'-0"



GARLAND
TEXAS MADE HERE

AMENITIES



PICNIC TABLE (BRAND: BELSON OUTDOORS)
MODEL: 233-026
ALL BLACK POWDER COAT FINISH

Z 20-45



GARLAND
TEXAS MADE HERE

BUILDING ELEVATIONS

MATERIAL LEGEND

-  R1 - ARCHITECTURAL COMPOSITION SHINGLES
-  R2 - STANDING SEAM METAL ROOF
-  P1 - SW6189 (FROSTY WHITE) STUCCO MAIN FIELD COLOR
-  P2 - SW6117 (SILVER GRAY) STUCCO FIELD COLOR
-  M1 - SW7248 (URBANE BRONZE) METAL
-  C2 - INSULATED STONE VENEER



02

BUILDING 'A' - ELEVATION - SOUTH

SCALE: 1/16" = 1'-0"



01

BUILDING 'A' - ELEVATION - EAST

SCALE: 1/16" = 1'-0"



GARLAND
TEXAS MADE HERE

BUILDING ELEVATIONS

MATERIAL LEGEND

-  R1
ARCHITECTURAL COMPOSITION
SHINGLES
-  R2
STANDING SEAM METAL ROOF
-  P1 - SW116 (FROSTY WHITE)
STUCCO MAIN FIELD COLOR
-  P2 - SW717 (JORDAN GRAY)
STUCCO FIELD COLOR
-  M1 - SW7043 (URBANE BRONZE)
METAL
-  C3
SIMULATED STONE VENEER



02

BUILDING 'A' - ELEVATION - NORTH

SCALE: 1/16" = 1'-0"



01

BUILDING 'A' - ELEVATION - WEST

SCALE: 1/16" = 1'-0"



GARLAND
TEXAS MADE HERE

BUILDING ELEVATIONS

MATERIAL LEGEND

	R1 ARCHITECTURAL COMPOSITION SHINGLES
	R2 STANDING SEAM METAL ROOF
	P1 - SW5156 (FROSTY WHITE) STUCCO MAIN FIELD COLOR
	P2 - SW7017 (OCEAN GRAY) STUCCO FIELD COLOR
	M1 - SW7048 (URBANE BRONZE) METAL
	C2 SIMULATED STONE VENEER



02

BUILDING TYPE 'B' - ELEVATION - SOUTH

SCALE: 1/16" = 1'-0"



01

BUILDING TYPE 'B' - ELEVATION - NORTH

SCALE: 1/16" = 1'-0"

BUILDING ELEVATIONS

MATERIAL LEGEND

	R1 ARCHITECTURAL COMPOSITION SHINGLES
	R2 STANDING SEAM METAL ROOF
	PT - SW156 (PROSTY WHITE) STUCCO MAIN FIELD COLOR
	R2 - SW1017 (IRON AN (GRAY) STUCCO FIELD COLOR
	M1 - SAY043 (URSANE BRONZE) METAL
	C2 SIMULATED STONE VENEER



02

BUILDING TYPE 'B' - ELEVATION - EAST

SCALE: 1/16" = 1'-0"



01

BUILDING TYPE 'B' - ELEVATION - WEST

SCALE: 1/16" = 1'-0"

BUILDING ELEVATIONS

-  P1 - BW9118 (FROSTY WHITE)
STUCCO MAIN FIELD COLOR
-  P2 - BW7017 (KORIAN GRAY)
STUCCO FIELD COLOR
-  M1 - SW7048 (LUSKANE BRONZE)
METAL
-  C3
SIMULATED STONE VENEER
-  S1
BRICK VENEER



02

CLUBHOUSE - CONCEPTUAL ELEVATION - SOUTH

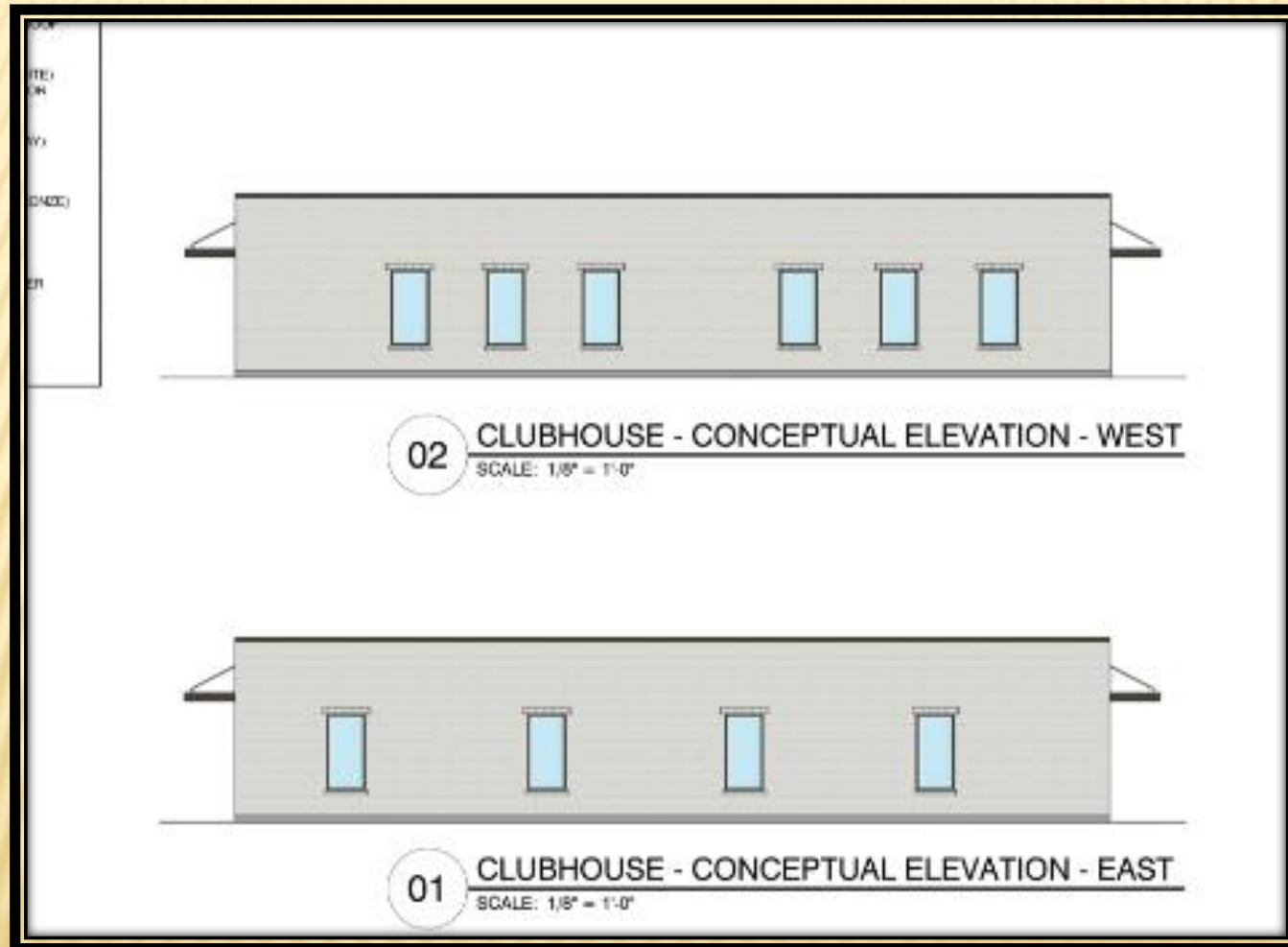


01

CLUBHOUSE - CONCEPTUAL ELEVATION - NORTH

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

BUILDING ELEVATIONS



CARPORT ELEVATIONS

EXHIBIT E



02

CARPORT SIDE ELEVATION/SECTION

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



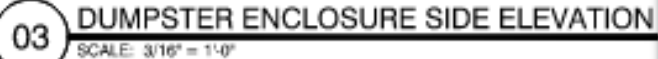
01

CARPORT FRONT ELEVATION

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



EXHIBIT E





DEVIATION SUMMARY TABLE

Development Standards	Required	Proposed	Analysis
Building Placement	Where there are multiple multi-family structures located within a development, a minimum of fifty percent of the structures that are located within one hundred feet of, or visible from, any public right-of-way must be positioned where the structures' facades are at an angle of at least thirty degrees to the street right-of-way line.	As shown in Site Plan (Exhibit C)	The applicant requests this deviation to not require the multi-family structures to be positioned at an angle of at least thirty degrees due to site constraints.
Density	Eighteen (18) dwelling units per acre	Twenty-eight (28) dwelling units per acre.	The applicant requests the density at twenty-eight (28) units per acre due to the limited size of the site.
Parking	One-hundred-one (101) parking spaces	One-hundred (100) parking spaces	The request is for a reduction in 1 parking space, given the limited site size and ensuring compliance with the landscaping requirements

STAFF RECOMMENDATION

Approval of a Change in Zoning from Community Retail (CR) District and Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use.

Approval of a Detail Plan for a Multi-Family development.



PLAN COMMISSION RECOMMENDATION

Approval of a Change in Zoning from Community Retail (CR) District and Multi-Family (MF) District to a Planned Development (PD) District for Multi-Family Use.

Approval of a Detail Plan for a Multi-Family development.

Furthermore, the Plan Commission recommended to include additional pedestrian lighting around the back side of Building B and in the amenities area. The applicant has added the lighting accordingly.

Z 20-45



GARLAND PLANNING REPORT

City Council Regular Session Agenda

12. c.

Meeting Date: 05/18/2021

Item Title: Z 21-04 MVAH Partners (District 8)

Submitted By: Nabiha Ahmed, Development Planner

REQUEST

Approval of a Change in Zoning from Community Office (CO) District and Industrial (IN) District to Multi-Family (MF) District.

LOCATION

1102 North Shiloh Road

OWNER

SHG Resources, LLC and Baylor Health Care System

PLAN COMMISSION RECOMMENDATION

On March 22, 2021 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Change in Zoning from Community Office (CO) District and Industrial (IN) District to Multi-Family (MF) District.

STAFF RECOMMENDATION

Approval of a Change in Zoning from Community Office (CO) District and Industrial (IN) District to Multi-Family (MF) District.

BACKGROUND

The subject property is unimproved. The applicant requests approval of a Change in Zoning from Community Office (CO) District and Industrial (IN) District to Multi-Family (MF) District for the development of an apartment complex.

SITE DATA

The subject site contains approximately 11.89 acres. The site has approximately 123.18 lineal feet of frontage along North Shiloh Road.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Community Office (CO) District and Industrial (IN) District. The Community Office (CO) District is intended to create an appropriate setting for medium and higher intensity office and professional uses. The district may be used as a transition district between low intensity office/retail uses and more intense uses. It is also generally appropriate along major transportation corridors. However, the Community Office (CO) district is generally not appropriate in proximity to low-density residential districts. Examples of allowed uses in a Community Office (CO) District are: professional offices, campus-style corporate office, research, and assembly operations that may be large in scale but that are conducted wholly within a building(s) with very limited or no outside storage.

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

CONSIDERATIONS

Change in Zoning

1. The request is a traditional rezoning without the formation of a Planned Development (PD) District. These requests do not require Detail Plan approval to commence or direct development. Development is dependent on the standards set forth by the Garland Development Code (GDC) and the goals and policies established within the Envision Garland 2030 Comprehensive Plan. A Change in Zoning is not intended to restrict uses or secure development performances beyond what is permitted within the proposed zoning district and the GDC. Accordingly, the GDC requires careful consideration as to how closely the proposed district follows the policies of the Envision Garland 2030 Comprehensive Plan, and to what degree the rezoning will impact surrounding and future development.
2. The Multifamily (MF) District is an attached residential district intended to promote stable, quality, attached-occupancy residential development in livable, sustainable, and compact residential communities at a maximum density of eighteen (18) dwelling units per acre. The principal allowed land uses include low-rise to mid-rise multiple-family dwelling structures that are renter-occupied or owner-occupied (as in condominiums). Recreational, religious, health, and educational uses normally located to serve residential areas are also allowed in this district. This district should be located adjacent to an arterial or collector street, and can serve as a buffer between nonresidential development or heavy automobile traffic and medium-density or low-density residential development. This district accommodates a variety of housing types including triplexes, quadplexes, apartments, and condominiums.

3. The GDC provides the tools to ensure that development standards which promote efficient use of land and resources and which are supportive of the policies of the Comprehensive Plan are incorporated into site development, including but not limited to building and site design.
4. The intent of the request is for an apartment complex. Furthermore, this site is within the Medical District study area. Although the study is still in the process, the proposed zoning change presents an opportunity to provide supportive housing for veterans and housing for employees of the nearby VA Hospital.
5. For informational purposes, a conceptual site plan and building elevations are included as an attachment. As mentioned above, this application is for a straight zoning change only which, unlike a Planned Development request, does not trigger review of a Detail Plan during the zoning stage of the development process.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland 2030 Comprehensive Plan designates the subject property as Business Centers. Business Centers provide a cluster of business offices and/or low impact industry, including campus-type development, that cumulatively employ large numbers of people. Operations within this development type occur internal to buildings resulting in minimal negative impacts (sound, air, traffic, outdoor lighting, storage, etc.) and are compatible with adjacent development types in architecture, character, scale, and intensity. Business Centers are generally located at intersections of major and/or secondary arterial streets or significant transit areas (bus/rail). Proximity and access to residential areas are encouraged to reduce travel times to employment. Site design addresses function and visual aesthetics providing appropriate buffering at gateway corridors, between adjacent developments, and for residential neighborhoods.

The site is in transition with reinvestment in an existing hospital for Veterans, new single-family homes, townhouses, and other opportunities for residential, commercial and business related uses. A study is currently in progress to examine and update the future plan for the Medical District area. While the area is designated for Business Center, the site is located at the northern edge with less proximity to potential impacts of future business related uses could occur. As mentioned above, the proposed zoning change is presents an opportunity to provide supportive housing for veterans and housing for employees of the nearby VA Hospital.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The surrounding properties are primarily developed with residential and commercial uses. The properties to the north are zoned Planned Development (PD) District 97-08 for Single-Family Use, Multi-Family (MF) District and Single-Family-7 (SF-7) District. These properties are developed with single-family homes, a church and an apartment complex. The properties to the east are zoned Planned Development (PD) District 97-38 for Single-Family Use; these properties are developed with single-family homes. The properties to the south are zoned Industrial (IN) District and Community Office (CO) District; these properties are developed with a manufacturing use and medical facilities. The properties to the west, across North Shiloh Road, are zoned Single-Family-7 (SF-7) District; these properties are developed with single-family homes.

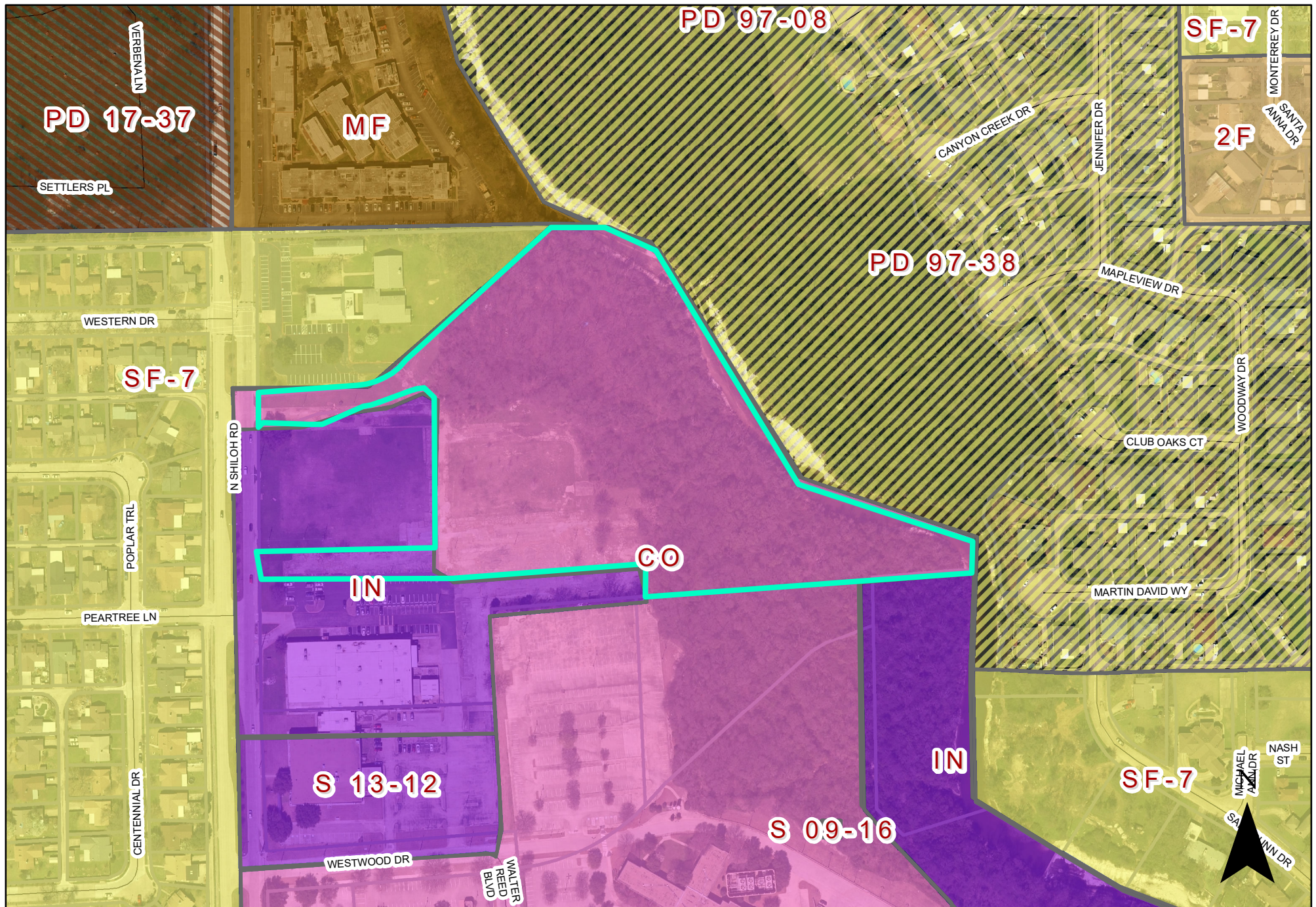
Attachments

Z 21-04 MVAH Partners Attachments

Z 21-04 MVAH Partners Responses

Z 21-04 MVAH Staff Presentation

Z 21-04 MVAH Conceptual Exhibits



0 160 320 Feet

1 inch = 253 feet

Zoning Map Z 21-04



INDICATES AREA
OF REQUEST

REPORT & MINUTES

P.C. Meeting, March 22, 2021

Consideration of the application of **MVAH Partners**, requesting approval of a Change in Zoning from Community Office (CO) District and Industrial (IN) District to Multi-Family (MF) District. This property is located at 1102 North Shiloh Road. (District 8) (File Z 21-04 - Zoning)

Nabiha Ahmed, Development Planner, presented the staff report.

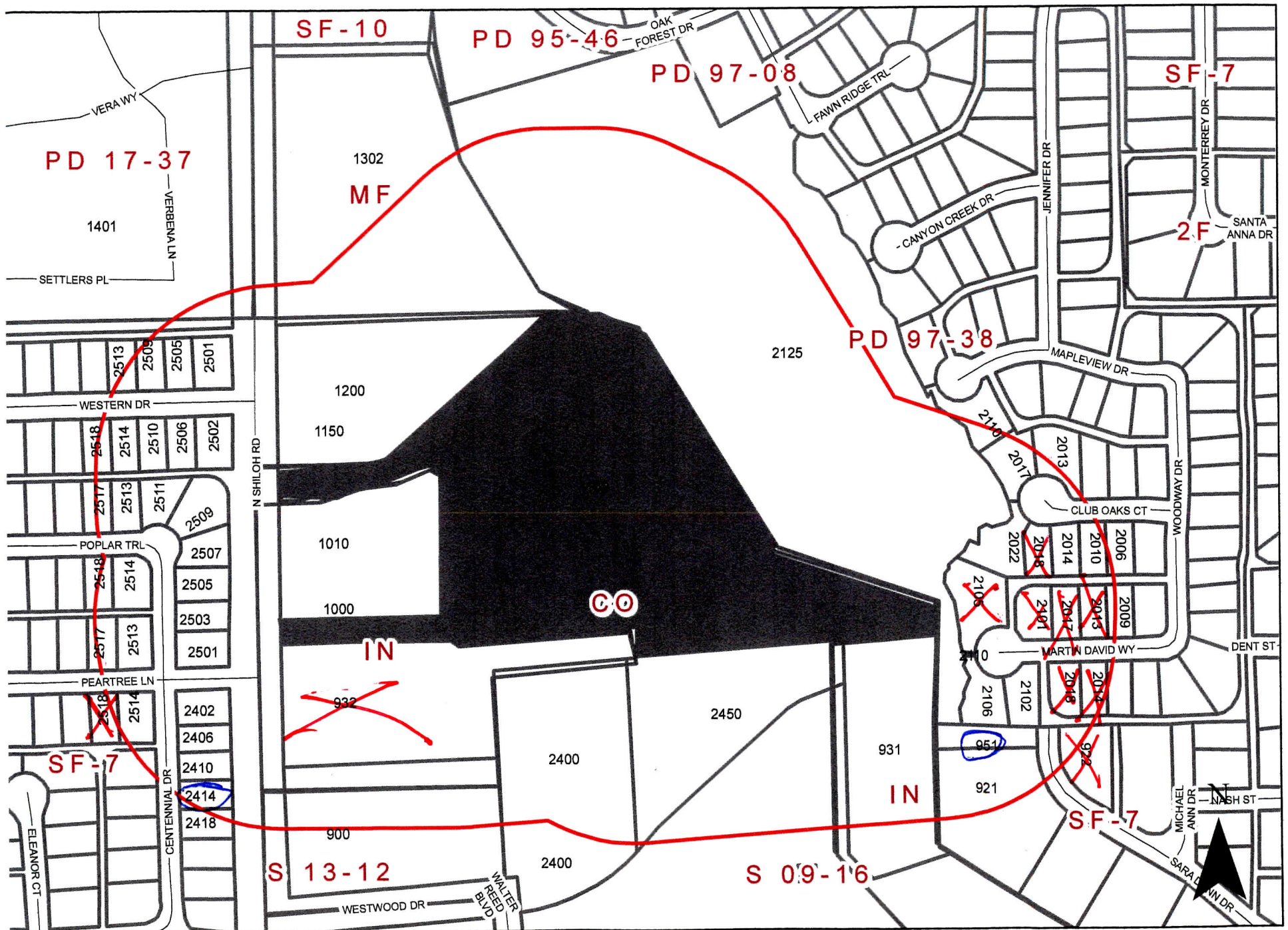
There was discussion among staff and the Plan Commission regarding density and the proposed development.

The applicant speakers included: Justin Gregory, 7773 Hartfield Place, Montgomery, Ohio, Megan Dougherty, 9100 Centre Pointe Drive, Suite 210, West Chester, Ohio, Kevin Banks, 9100 Centre Pointe Drive, Suite 210, West Chester, Ohio, and David Greer, 777 Main Street, Suite 1900, Fort Worth, Texas.

Mr. Gregory provided a brief overview of the request. There was additional conversation with the Plan Commission regarding proposed access points, future development of the outlying parcel, and discussion with the nearby Homeowners Association president.

Representing the neighboring church St. Barnabas Episcopal Church, Dennis Garcia, 1200 North Shiloh, Garland, Texas spoke in support of the request.

Motion was made by Commissioner Ott to close the public hearing and **approve** the request per staff recommendation. Seconded by Commissioner Jenkins. **Motion carried: 9 Ayes, 0 Nays**



From: James Cahill
To: Planning Group
Subject: [EXTERNAL] Comment Form: Case Z 21-04
Date: Friday, March 26, 2021 9:03:02 AM

Comment Form Case Z 21-04

Applicant MVAH Partners proposes to rezone the property to allow an apartment complex. This site is located at 1102 North Shiloh Road, Garland, Texas. (Z 21-04) (District 8)

El solicitante MVAH Partners propone cambiar la zona de la propiedad para permitir un complejo de apartamentos. Este sitio está ubicado en 1102 North Shiloh Road, Garland, Texas. (Z 21-04) (Distrito 8)

Ứng viên MVAH Partners đề xuất phân khu lại tài sản để cho phép một khu chung cư. Địa chỉ này nằm ở 1102 North Shiloh Road, Garland, Texas. (Z 21-04) (Quận 8)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☒ For / A Favor / Đúng

☐ Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

James Cahill, President, Creekside Village Garland Homeowners Association

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

951 Sara Dunn Dr

Your Property Address / La dirección de su propiedad / Địa chỉ tài sản

Garland, TX 75042

City, State / Estado de la Ciudad / Thành bang

75042

Zip Code / Código postal / Mã Bưu Chính

James A. Cahill

Signature / Firma / Chữ ký

3/26/2021

Date / Fecha / Ngày

**Comment Form Continued –
Case Z 21-04**

The statements below reflect my (our) opinion regarding the proposed request(s).
Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a
las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu
cầu được đề xuất

*This zoning case was discussed at the February 9, 2021 meeting
of the Creekside Village Garland Homeowners Association Board.
At that meeting no Board members had any concerns with regards
to this case.*

Regards,
Jim Cahill
972-762-1369

Comment Form

Case Z 21-04

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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Richard L. Pinner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

932 Shiloh Rd

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND TX 75042

City, State / Estado de la Ciudad / Thành bang

75042

Zip Code / Código postal / Mã Bưu Chính

Richard Pinner

4-7-21

Signature / Firma / Chữ ký

Date / Fecha / Ngày

Comment Form

Case Z 21-04

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

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For / A Favor / Đúng

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property owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2013 Martin David Way

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland

City, State / Estado de la Ciudad / Thành bang

75042

Zip Code / Código postal / Mã Bưu Chính

 Getachew

Signature / Firma / Chữ ký

Date / Fecha / Ngày

APR 20 '21 PM 3:22

Comment Form

Case Z 21-04

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đồng ý

☒

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

MINH NGUYEN

TECHNITIAN

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2014 MARTIN DAVID WAY

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND, TX 75042

City, State / Estado de la Ciudad / Thành bang

75042

Zip Code / Código postal / Mã Bưu Chính



Signature / Firma / Chữ ký

4/12/21

Date / Fecha / Ngày

APR 16 '21 PM 2:47

Comment Form Continued –

Case Z 21-04

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

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

I WILL BE NOISY,

TOO MANY TRAFFIC

Environment issues

Safety issues, kids running
around the street

Comment Form

Case Z 21-04

Applicant MVAH Partners proposes to rezone the property to allow an apartment complex. This site is located at 1102 North Shiloh Road, Garland, Texas. (Z 21-04) (District 8)

El solicitante MVAH Partners propone cambiar la zona de la propiedad para permitir un complejo de apartamentos. Este sitio está ubicado en 1102 North Shiloh Road, Garland, Texas. (Z 21-04) (Distrito 8)

Ứng viên MVAH Partners đề xuất phân khu lại tài sản để cho phép một khu chung cư. Địa chỉ này nằm ở 1102 North Shiloh Road, Garland, Texas. (Z 21-04) (Quận 8)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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2101 Martin David way

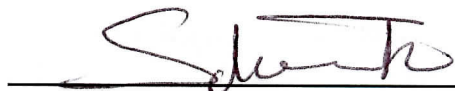
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Garland, Tx

City, State / Estado de la Ciudad / Thành bang

75042

Zip Code / Código postal / Mã Bưu Chính



Signature / Firma / Chữ ký

03/12/21

Date / Fecha / Ngày

Comment Form

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Chong D. Yu

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2018 CLUB Oaks Ct.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND

City, State / Estado de la Ciudad / Thành bang

TX 75042

Zip Code / Código postal / Mã Bưu Chính

[Signature]

Signature / Firma / Chữ ký

MAR-12-21

Date / Fecha / Ngày

Comment Form Continued – Case Z 21-04

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Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

I'm worry about more theft
and more noise happen

Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 21-04	March 22, 2021	April 20, 2021	Nabiha Ahmed

MVAH Partners proposes to rezone the property to allow an apartment complex. This site is located at 1102 North Shiloh Road.

Adnan omran	Against	Outside the Notification Area
3/20/2021 3:40:29 PM	2013 Jennifer a drive	dr.omran@bhaprep.org
	Garland	(972) 675-4003
	Texas	
	United States	
	75042	

Sandra Hurlbert	Against	
3/19/2021 3:17:22 AM	2105 MARTIN DAVID WAY	jscmn@ehurlbert.com
	GARLAND	4693718575
	TX	
	United States	
	75042	

I do not want the added noise and trash from apartments. I do not think this land needs to be developed. Green space is good! These are floodplains. It would not be a good idea to add more concrete. Forests keep down pollutions. Do not cut down trees.

John Hurlbert	Against	
3/18/2021 7:14:07 PM	2105 MARTIN DAVID WAY	jscmn@ehurlbert.com
	GARLAND	9722051928
	TX	
	United States	
	75042	

In addition to obvious and normal concerns about adding dense housing, losing the green space along the creek and impacting the flood plan area is a huge problem.

Beckie Quach	Against	
3/15/2021 1:41:06 PM	2518 Pear Tree Ln	bpquach@gmail.com

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 21-04	March 22, 2021	April 20, 2021	Nabiha Ahmed
	Garland Texas United States 75042	2145436570	
Phi Quach 3/15/2021 1:38:36 PM	Against 2518 Pear Tree Ln Garland Texas United States 75042	bpquach@yahoo.com 2145436572	
Ann Quach 3/15/2021 1:37:12 PM	Against 2518 Pear Tree Ln Garland Texas United States 75042	bpquach@mac.com 2145436579	
Suleiman Hamideh 3/13/2021 8:52:23 PM	Against 3009 Marilee Garland Texas United States 75043 Very bad idea. The area is being over built by homes.	Outside the Notification Area Brosuleiman@gmail.com 210 781-0556	
Suleiman Hamideh 3/13/2021 8:52:21 PM	Against 3009 Marilee Garland Texas	Outside the Notification Area Brosuleiman@gmail.com 210 781-0556	

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 21-04	March 22, 2021	April 20, 2021	Nabiha Ahmed

United States

75043

Very bad idea. The area is being over built by homes.

**Mohammad
almallah**

3/13/2021
8:45:37 PM

Against

2809 w buckingham

alwasfieh@yahoo.com

Garland

2142291097

Texas

United States

75042

Why abusing our greenbelt area ? Stop the madness and this area should be designated business only

Outside the Notification Area

**Jennifer
Visentine**

3/13/2021
6:31:03 PM

Against

3217 Western Dr

6796759@gmail.com

Garland

9722762189

TX - Texas

United States

75042

Outside the Notification Area

**Mohammad
Hamideh**

3/13/2021
3:36:46 PM

Against

2113 mapleview dr

Outside the Notification Area

Garland

Texas

United States

75042

Suha hamideh

3/13/2021
2:31:35 PM

Against

Mapleview Dr

Outside the Notification Area

Suhausa@hotmail.com

Garland

2147274374

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 21-04	March 22, 2021	April 20, 2021	Nabiha Ahmed

Texas
United States
75042

Already congested area and overpopulated

Hamideh

3/13/2021
2:29:28 PM

Suha

2110 Mapleview dr

Suhaus@hotmai.cim

Garland

2147274374

Texas

United States

75042

Outside the Notification Area

Issam

Abdelkarim

3/13/2021
2:12:38 PM

Against

2110 Mapleview dr

issamk@hotmail.com

Garland

2147270626

Texas

United States

75042

Outside the Notification Area

Stop over populating heavily congested Shiloh road areas

Joyce Bach

3/13/2021
2:00:01 PM

Against

2509 Ridgemeade Drive

jedbach@yahoo.com

Garland

Texas

United States

75040

Outside the Notification Area

Really! Garland doesn't need another apartment complex. Garland couldn't provide clean water and electricity to the current homeowners during last months winter storm. Plus many of these apartments dwellers were severely affected when there property owners were slow to make needed repairs. And where are the animals going to go when there habitat is destroyed- into our neighborhoods. Please deny this zoning change

Z 21-04

The applicant proposes to rezone the property to allow for the development of an apartment complex.

[Change in Zoning from Community Office (CO) and Industrial (IN) District to Multi-Family (MF) District]

**City Council Meeting
May 18, 2021**



GARLAND

TEXAS MADE HERE

CASE INFORMATION

Location: 1102 North Shiloh Road

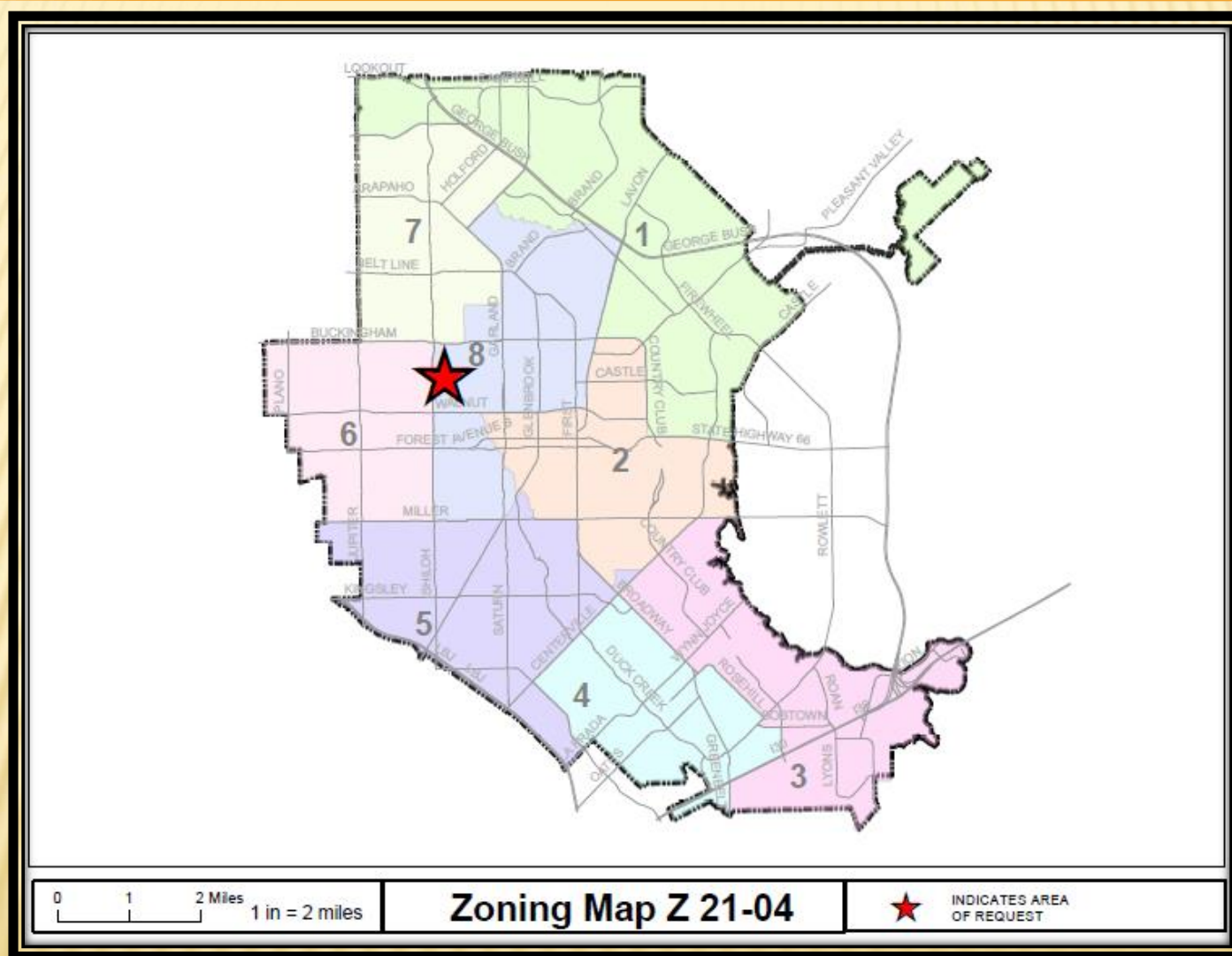
Applicant: MVAH Partners

Owner: SHG Resources, LLC and Baylor Health Care System

Acreage: 11.89 acres

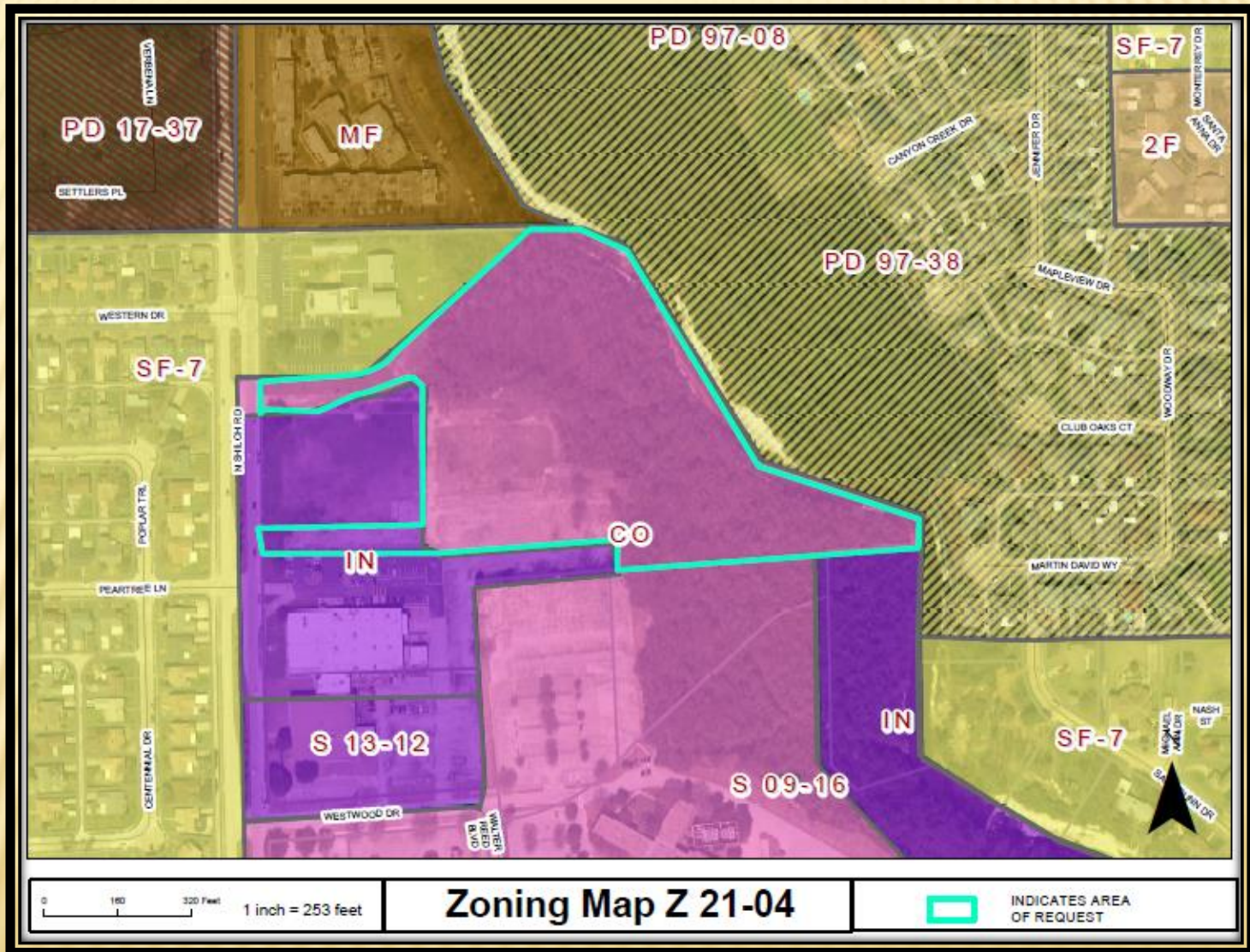
Zoning: Community Office (CO) District and Industrial (IN) District

CITYWIDE LOCATION MAP



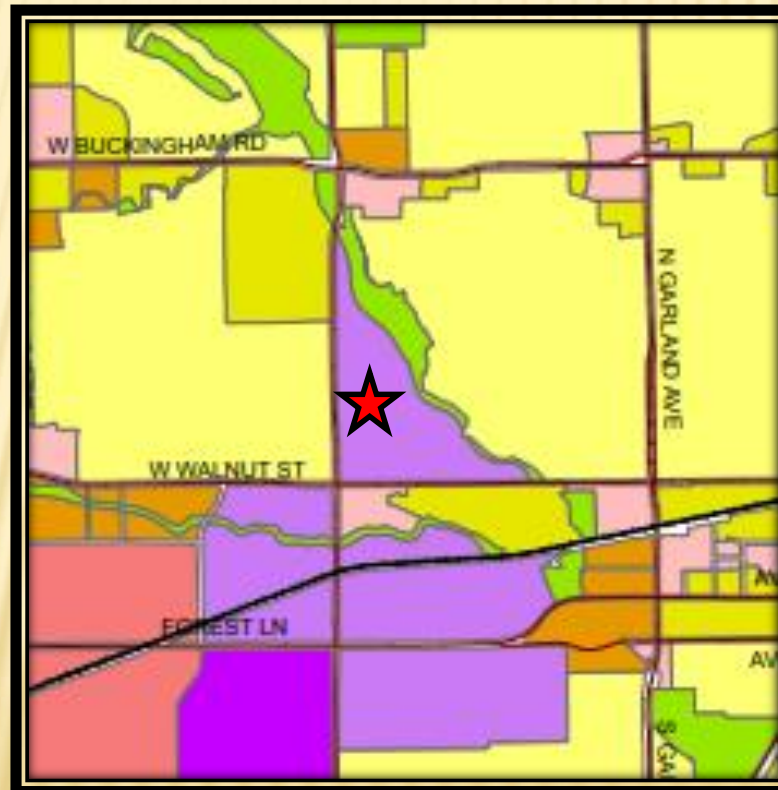
Z 21-04

LOCATION MAP



Z 21-04

COMPREHENSIVE PLAN





COMPREHENSIVE PLAN

- The Future Land Use Map of the Envision Garland 2030 Comprehensive Plan designates the subject property as Business Centers. Business Centers provide a cluster of business offices and/or low impact industry, including campus-type development, that cumulatively employ large numbers of people. Operations within this development type occur internal to buildings resulting in minimal negative impacts (sound, air, traffic, outdoor lighting, storage, etc.) and are compatible with adjacent development types in architecture, character, scale, and intensity.
- ✗ The site is in transition with reinvestment in an existing hospital for Veterans, new single-family homes, townhouses, and other opportunities for residential, commercial and business related uses. A study is currently in progress to examine and update the future plan for the Medical District area. While the area is designated for Business Center, the site is located at the northern edge with less proximity to potential impacts of future business related uses could occur. The proposed zoning change is presents an opportunity to provide supportive housing for veterans and housing for employees of the nearby VA Hospital.

PHOTOS



View of the subject property from North Shiloh Road



Looking north of the subject property



Looking west of the subject property



Looking south of the subject property

CONSIDERATION

- ✘ The request is a traditional rezoning without the formation of a Planned Development (PD) District. These requests do not require Detail Plan approval to commence or direct development. Development is dependent on the standards set forth by the Garland Development Code (GDC) and the goals and policies established within the Envision Garland 2030 Comprehensive Plan. A Change in Zoning is not intended to restrict uses or secure development performances beyond what is permitted within the proposed zoning district and the GDC. Accordingly, the GDC requires careful consideration as to how closely the proposed district follows the policies of the Envision Garland 2030 Comprehensive Plan, and to what degree the rezoning will impact surrounding and future development.

CONSIDERATION

- ✘ The Multifamily (MF) District is an attached residential district intended to promote stable, quality, attached-occupancy residential development in livable, sustainable, and compact residential communities at a maximum density of eighteen (18) dwelling units per acre.
- ✘ The intent of the request is for an apartment complex. Furthermore, this development is in the Medical District study area. Although the study is still in the process, the proposed zoning change presents an opportunity to provide supportive housing for veterans and housing for employees of the nearby VA Hospital.

STAFF RECOMMENDATION

- ✘ Approval of a Change in Zoning from Community Office (CO) District and Industrial (IN) District to Multi-Family (MF) District.



PLAN COMMISSION RECOMMENDATION

- ✘ Approval of a Change in Zoning from Community Office (CO) District and Industrial (IN) District to Multi-Family (MF) District.

Z 21-04

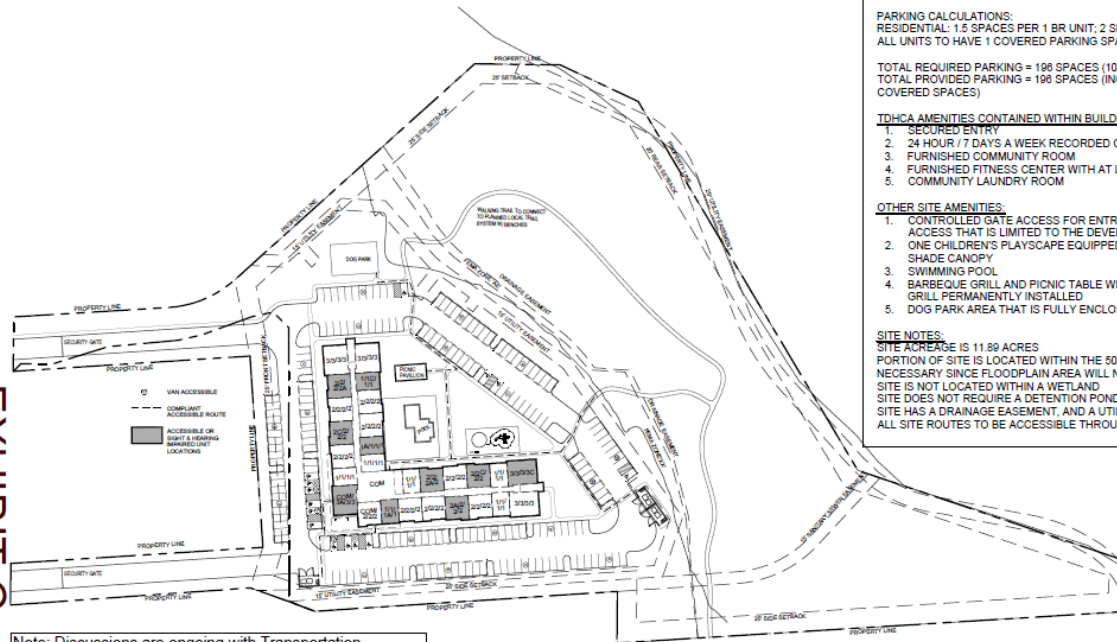


GARLAND

TEXAS MADE HERE

SITE PLAN

EXHIBIT C



Note: Discussions are ongoing with Transportation Department and all concerns regarding site access and security gates will be addressed prior to final approval.

LOCAL PARKING REQUIREMENTS:

PARKING CALCULATIONS:
RESIDENTIAL: 1.5 SPACES PER 1 BR UNIT; 2 SPACES PER 2BR+ UNIT; 50% COVERED PARKING;
ALL UNITS TO HAVE 1 COVERED PARKING SPACE PER CITY OF GARLAND ZONING ORDINANCE

TOTAL REQUIRED PARKING = 190 SPACES (108 COVERED)
TOTAL PROVIDED PARKING = 190 SPACES (INCLUDES 14 ACCESSIBLE PARKING SPACES; 100 COVERED SPACES)

TDHCA AMENITIES CONTAINED WITHIN BUILDINGS:

1. SECURED ENTRY
2. 24 HOUR / 7 DAYS A WEEK RECORDED CAMERA / SECURITY SYSTEM
3. FURNISHED COMMUNITY ROOM
4. FURNISHED FITNESS CENTER WITH AT LEAST 1 PIECE OF EQUIPMENT PER 40 UNITS
5. COMMUNITY LAUNDRY ROOM

OTHER SITE AMENITIES:

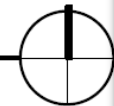
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2. ONE CHILDREN'S PLAYSCAPE EQUIPPED FOR FIVE TO 12 YEAR OLDS COVERED WITH SHADE CANOPY
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4. BARBEQUE GRILL AND PICNIC TABLE WITH AT LEAST ONE OF EACH FOR EVERY 50 UNITS; GRILL PERMANENTLY INSTALLED
5. DOG PARK AREA THAT IS FULLY ENCLOSED

SITE NOTES:

SITE ACREAGE IS 11.89 ACRES
PORTION OF SITE IS LOCATED WITHIN THE 500 YEAR FLOOD PLAIN (FLOOD MITIGATION IS NOT NECESSARY SINCE FLOODPLAIN AREA WILL NOT BE DEVELOPED)
SITE IS NOT LOCATED WITHIN A WETLAND
SITE DOES NOT REQUIRE A DETENTION POND
SITE HAS A DRAINAGE EASEMENT, AND A UTILITY EASEMENT
ALL SITE ROUTES TO BE ACCESSIBLE THROUGHOUT

site plan

1" = 120'-0"



INFORMATIONAL ONLY

ELEVATIONS

EXHIBIT D



front elevation

1/16" = 1'

EXTERIOR FINISH LEGEND	EXTERIOR FINISHES PERCENTAGES
 HATCHING INDICATES FACE BRICK VENEER (BR-1)	TOTAL BUILDING: 33% BRICK 67% FIBER CEMENT SIDING
 HATCHING INDICATES FIBER CEMENT HORIZONTAL LAP SIDING (S-1)	*NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY ONTO CONCRETE SPLASH BLOCKS WITH A POSITIVE SLOPE AWAY FROM THE BUILDING OR WILL BE PIPED TO AN APPROPRIATE LOCATION.
 HATCHING INDICATES FIBER CEMENT SMOOTH SIDING (S-2)	

INFORMATIONAL ONLY

ELEVATIONS

EXHIBIT D



front elevation

1/16" = 1'

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INFORMATIONAL ONLY



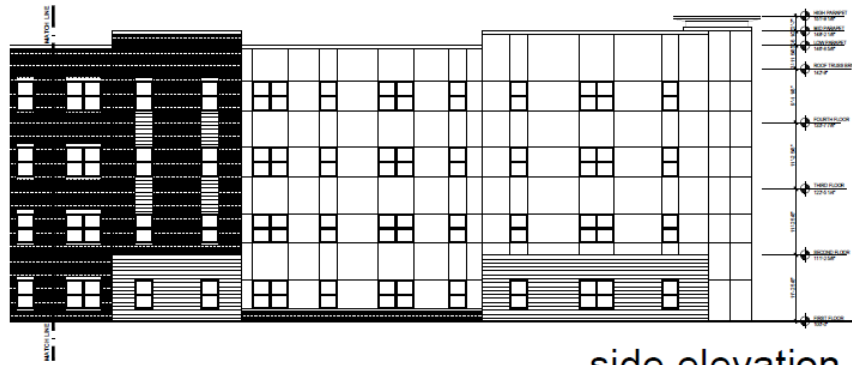
RESERVE AT SHILOH
garland, texas

02.05.21
building elevations - 17

Z 21-04

ELEVATIONS

EXHIBIT D



side elevation

1/16" = 1'

EXTERIOR FINISH LEGEND		EXTERIOR FINISHES PERCENTAGES	
	HATCHING INDICATES FACE BRICK VENEER (BR-1)	TOTAL BUILDING: 33% BRICK 67% FIBER CEMENT SIDING	*NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY ONTO CONCRETE SPLASH BLOCKS WITH A POSITIVE SLOPE AWAY FROM THE BUILDING OR WILL BE PIPED TO AN APPROPRIATE LOCATION.
	HATCHING INDICATES FIBER CEMENT HORIZONTAL LAP SIDING (S-1)		
	HATCHING INDICATES FIBER CEMENT SMOOTH SIDING (S-2)		

INFORMATIONAL ONLY

ELEVATIONS

EXHIBIT D



rear elevation

1/16" = 1'

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ELEVATIONS

EXHIBIT D



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side elevation

1/16" = 1'

INFORMATIONAL ONLY

ELEVATIONS

EXHIBIT D

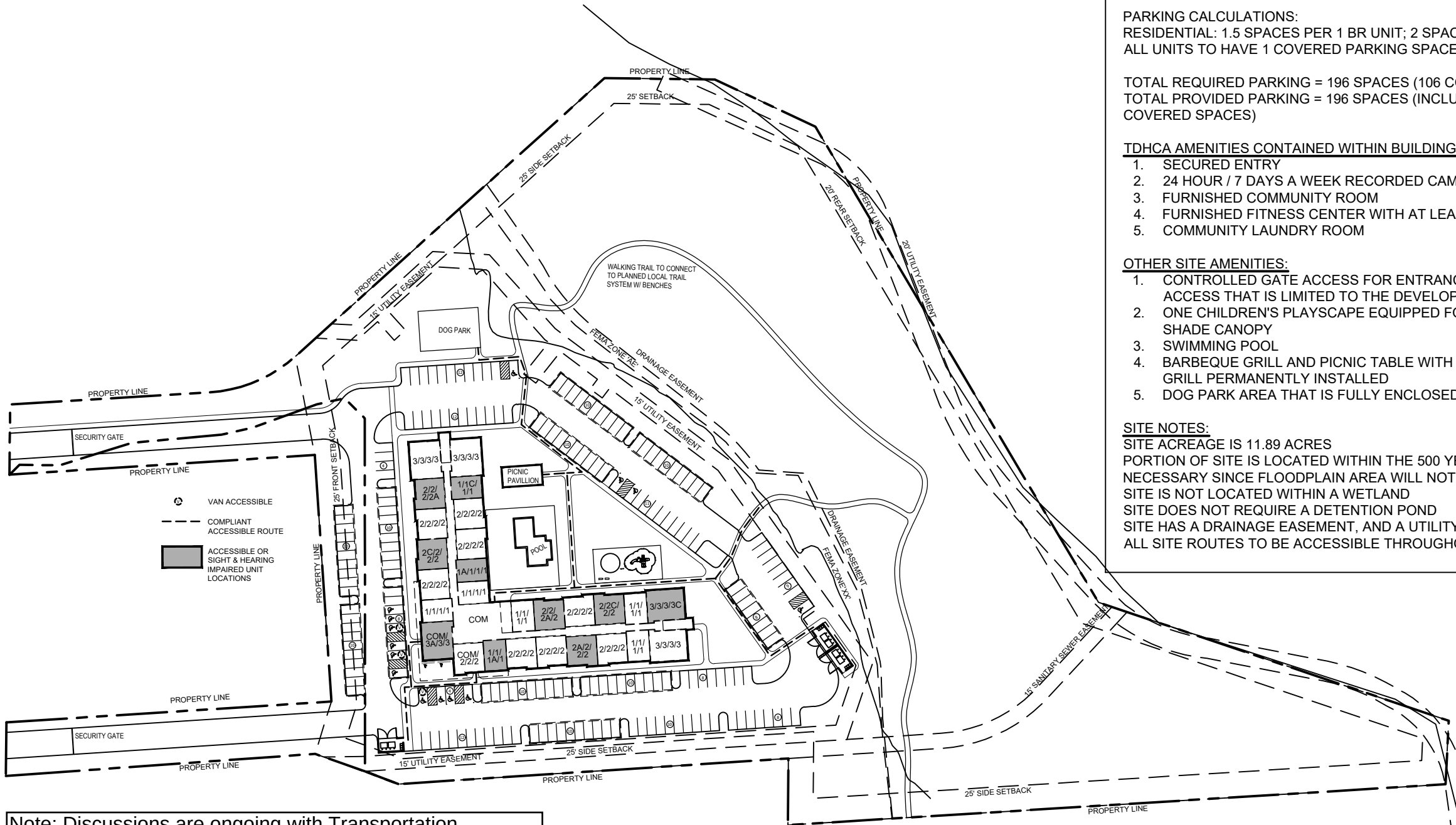


rear elevation

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INFORMATIONAL ONLY



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5. COMMUNITY LAUNDRY ROOM

OTHER SITE AMENITIES:

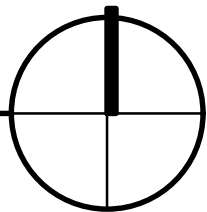
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INFORMATIONAL ONLY

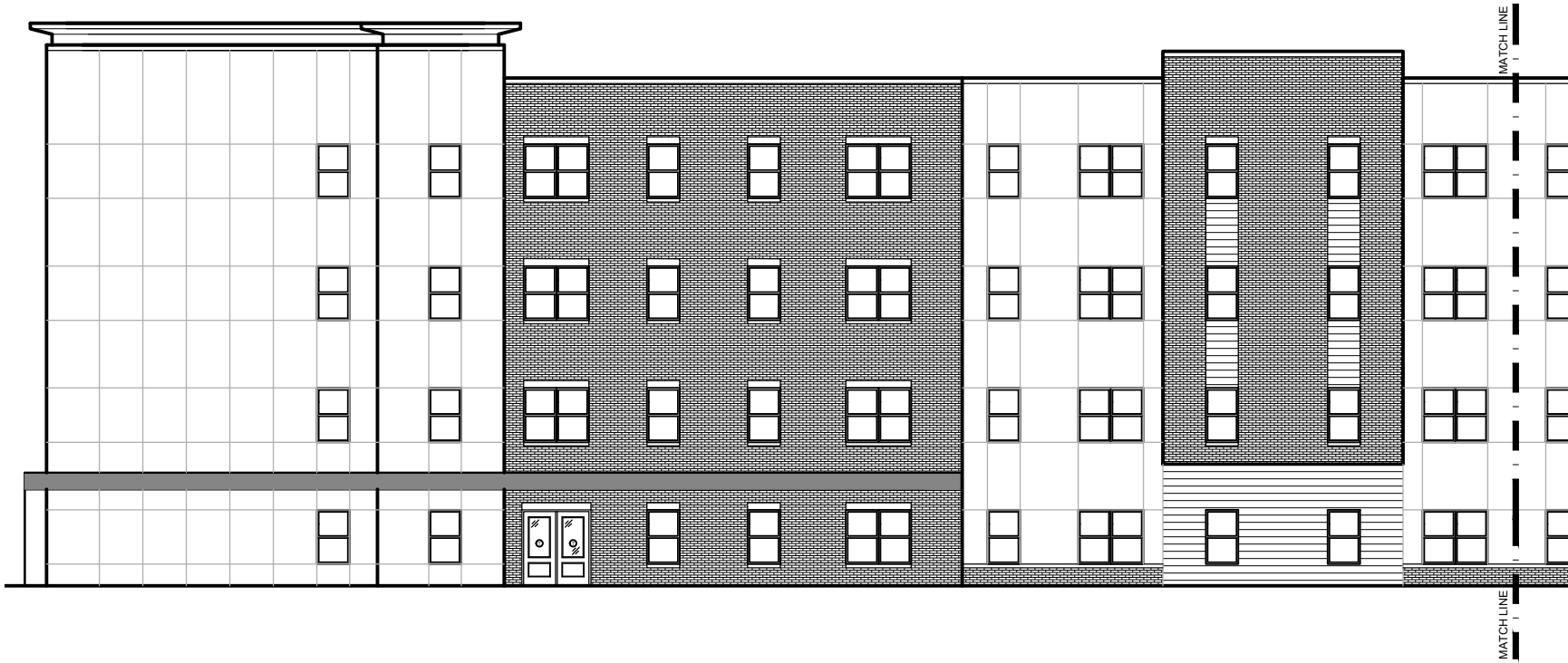
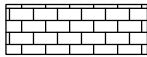
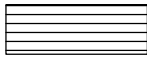
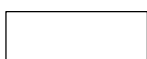


EXHIBIT D

EXTERIOR FINISH LEGEND	EXTERIOR FINISHES PERCENTAGES
 HATCHING INDICATES FACE BRICK VENEER (BR-1)	TOTAL BUILDING: 33% BRICK 67% FIBER CEMENT SIDING *NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY ONTO CONCRETE SPLASH BLOCKS WITH A POSITIVE SLOPE AWAY FROM THE BUILDING OR WILL BE PIPED TO AN APPROPRIATE LOCATION.
 HATCHING INDICATES FIBER CEMENT HORIZONTAL LAP SIDING (S-1)	
 HATCHING INDICATES FIBER CEMENT SMOOTH SIDING (S-2)	



front elevation

1/16" = 1'

INFORMATIONAL ONLY



RESERVE AT SHILOH
garland, texas

Architectural elevation drawing of a building facade. The drawing shows a long, multi-story building with a central section featuring a textured, brick-like pattern. The facade is divided into several vertical sections by columns. The central section has a large, vertical, rectangular opening with a textured interior. The building is shown in a perspective view, with a ground line at the bottom. Matchlines are indicated at the top and bottom edges.

front elevation

1/16" = 1'

The logo for MVAH PARTNERS. The letters 'MVAH' are in a large, bold, blue sans-serif font. A green stylized roofline with a small square window is positioned behind the letter 'A'. Below 'MVAH', the word 'PARTNERS' is written in a smaller, blue, spaced-out sans-serif font.

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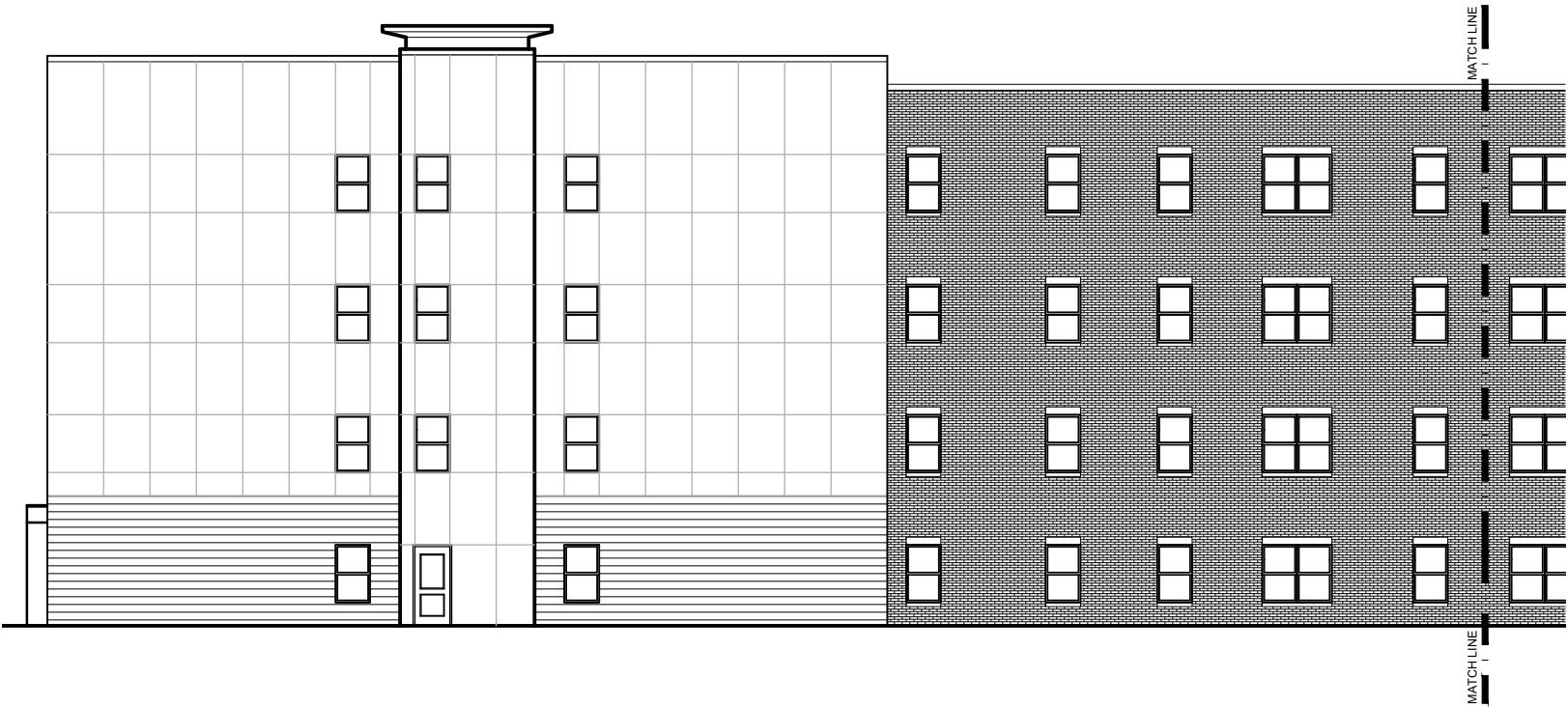
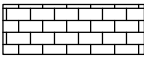
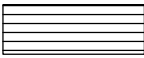
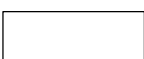
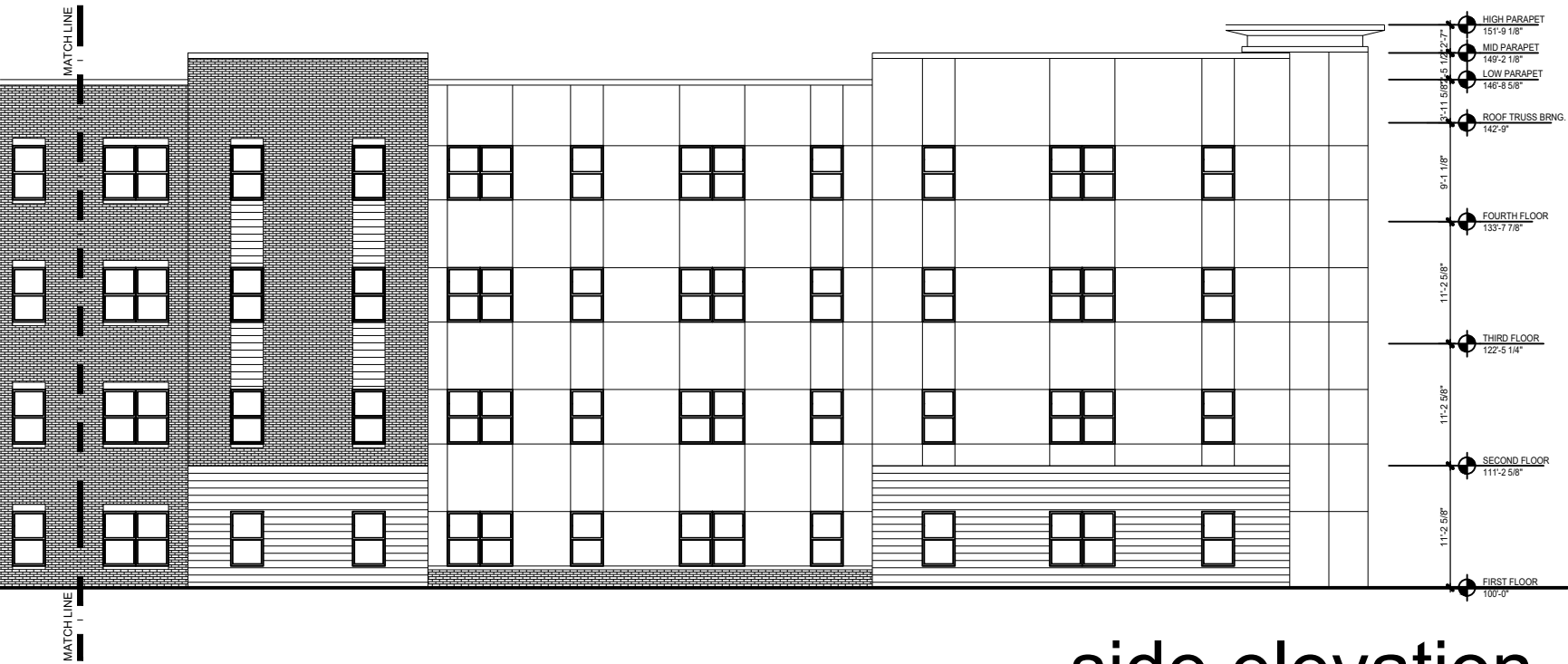


EXHIBIT D

EXTERIOR FINISH LEGEND		EXTERIOR FINISHES PERCENTAGES	
	HATCHING INDICATES FACE BRICK VENEER (BR-1)	TOTAL BUILDING: 33% BRICK 67% FIBER CEMENT SIDING	*NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY ONTO CONCRETE SPLASH BLOCKS WITH A POSITIVE SLOPE AWAY FROM THE BUILDING OR WILL BE PIPED TO AN APPROPRIATE LOCATION.
	HATCHING INDICATES FIBER CEMENT HORIZONTAL LAP SIDING (S-1)		
	HATCHING INDICATES FIBER CEMENT SMOOTH SIDING (S-2)		



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side elevation

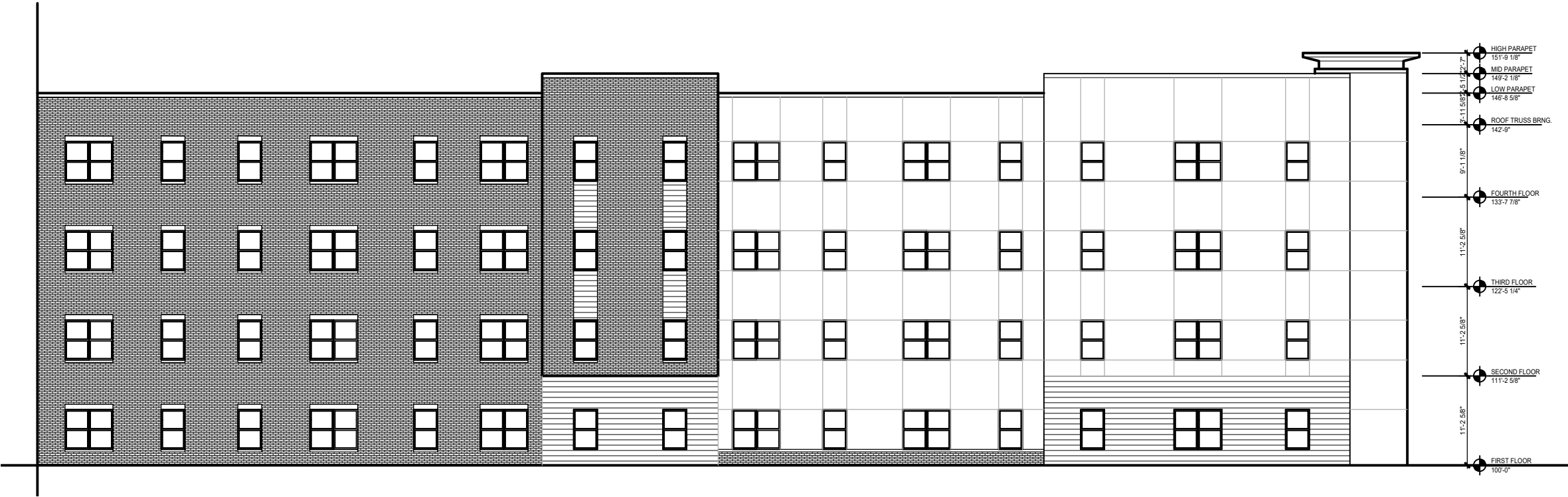
1/16" = 1'



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garland, texas

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building elevations - 18

EXHIBIT D



rear elevation

1/16" = 1'

EXTERIOR FINISH LEGEND	EXTERIOR FINISHES PERCENTAGES
HATCHING INDICATES FACE BRICK VENEER (BR-1) HATCHING INDICATES FIBER CEMENT HORIZONTAL LAP SIDING (S-1) HATCHING INDICATES FIBER CEMENT SMOOTH SIDING (S-2)	TOTAL BUILDING: 33% BRICK 67% FIBER CEMENT SIDING *NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY ONTO CONCRETE SPLASH BLOCKS WITH A POSITIVE SLOPE AWAY FROM THE BUILDING OR WILL BE PIPED TO AN APPROPRIATE LOCATION.

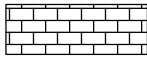
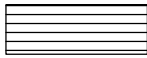
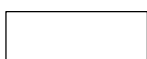
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RESERVE AT SHILOH
garland, texas



EXHIBIT D

EXTERIOR FINISH LEGEND		EXTERIOR FINISHES PERCENTAGES	
	HATCHING INDICATES FACE BRICK VENEER (BR-1)	TOTAL BUILDING: 33% BRICK 67% FIBER CEMENT SIDING	
	HATCHING INDICATES FIBER CEMENT HORIZONTAL LAP SIDING (S-1)	*NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY ONTO CONCRETE SPLASH BLOCKS WITH A POSITIVE SLOPE AWAY FROM THE BUILDING OR WILL BE PIPED TO AN APPROPRIATE LOCATION.	
	HATCHING INDICATES FIBER CEMENT SMOOTH SIDING (S-2)		



side elevation

1/16" = 1'

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EXHIBIT D



EXTERIOR FINISH LEGEND	EXTERIOR FINISHES PERCENTAGES
HATCHING INDICATES FACE BRICK VENEER (BR-1)	TOTAL BUILDING: 33% BRICK 67% FIBER CEMENT SIDING *NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY ONTO CONCRETE SPLASH BLOCKS WITH A POSITIVE SLOPE AWAY FROM THE BUILDING OR WILL BE PIPED TO AN APPROPRIATE LOCATION.
HATCHING INDICATES FIBER CEMENT HORIZONTAL LAP SIDING (S-1)	
HATCHING INDICATES FIBER CEMENT SMOOTH SIDING (S-2)	

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RESERVE AT SHILOH
garland, texas

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