



# **GARLAND**

## **AGENDA**

### **REGULAR MEETING OF THE CITY COUNCIL**

**City of Garland  
Council Chambers, City Hall  
William E. Dollar Municipal Building  
200 North Fifth Street  
Garland, Texas  
May 2, 2017  
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.

Garland City Hall and Council Chambers is wheelchair accessible. Special parking is available on the east side of City Hall and on Austin & State Street west of City Hall. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. **BRAILLE IS NOT AVAILABLE.**

### **CITY COUNCIL GOALS 2020**

**(Adopted by Resolution No. 9402 on December 20, 2005)**

- **Sustainable quality development and redevelopment**
- **Financially stable government with tax base that supports community needs**
- **Defends rightful powers of municipalities**
- **Fully informed and engaged citizenry**
- **Consistent delivery of reliable City services**
- **Safe, family-friendly neighborhoods**
- **Embrace diversity**

## **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 April 18, 2017 Regular Meeting.
2. Consider approval of the following bids:
  - a. **TMPA Steep Hollow to Keith Switch Fiber Installation** **Bid No. 0627-17**  
  
**Black & Veatch** **\$109,120.00**

*This request is to provide professional engineering design services in support of the TMPA Steep Hollow to Keith Switch Fiber Installation project.*

**b. Forest Lane Substation Civil Site Improvements**

**Bid No. 0535-17**

|                               |                         |
|-------------------------------|-------------------------|
| <b>Tri-Con Services, Inc.</b> | <b>\$243,500.00</b>     |
| <b>Optional Contingency</b>   | <b><u>24,350.00</u></b> |
| <b>TOTAL</b>                  | <b>\$267,850.00</b>     |

*This request is to provide civil site improvements necessary for the Forest Lane Substation CIP project. This project will include labor, equipment, and tools necessary to complete the Forest Lane Substation pad site, driveways, earthwork, grading, and flex base. This project will increase transmission system reliability by eliminating a radial tap and three-ended transmission line. Due to the complex nature of the project, an Optional Contingency is included for any additional work that may be required.*

**c. GP&L Substation Emergency Backup  
Generator Maintenance**

**Bid No. 5115-15**

|                                        |                    |
|----------------------------------------|--------------------|
| <b>Diversified Power Systems, Inc.</b> | <b>\$36,506.00</b> |
|----------------------------------------|--------------------|

*The purpose of this Change Order is to add additional substations to the current Emergency Backup Generator Maintenance Agreement BL 06422. This Change Order will account for the remaining backup generators at the substations that were not included under the original agreement.*

**3. Consider the approval of an economic development agreement, pursuant to Chapter 380 of the Texas Local Government Code, between the City of Garland and WPC Acquisitions, Inc., and authorize the Mayor to execute the same.**

*On January 5, 2016, the City Council approved Ordinance No. 6815 amending the zoning laws of the City of Garland, and approving a Planned Development District and a concept plan for Single-Family (detached) Uses, Single-Family (attached) uses and retail, generally located on 101.121 acres southwest of the intersection of Shiloh Road and Buckingham Road. Subsequent to the zoning change, the City Council authorized the City Manager to negotiate terms and conditions of an economic development agreement with the Wilbow Corporation to ensure a development of the quality proposed by the Wilbow Corporation, which is unlikely to occur without a grant of economic development incentives. This agreement authorizes a grant of economic development incentives valued at approximately \$4.6 million for the proposed development of 582 residential lots, as well as retail uses, that will have a direct and positive economic benefit to the City.*

## 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.

#### 4. Hold public hearings on:

##### a. Public Hearing - 2017/2018 CDBG, HOME and ESG Funding

*At the May 1, 2017 Work Session, Council was provided information regarding anticipated available funding and applications received for Community Development Block Grant (CDBG), HOME, and Emergency Solutions Grant (ESG) 2017-2018 budget year. As part of the review process, a public hearing is needed to obtain comments from any interested parties.*

##### b. Consider the application of Skorburg Company, requesting approval of 1) a change of zoning from Planned Development (PD) District 01-03 for Limited Community Retail Uses to a Planned Development (PD) District for Single-Family Attached (Townhouse) Uses, 2) a Detail Plan for Dwelling, Single-Family Attached (Townhouse) and 3) an Alley Waiver. This property is located to the east of Lavon Drive, between Foster Road and Crist Road. (File No. Z 17-04, District 1)

*BEING a 12.777-acre tract of land situated in the Thacker V. Griffin Survey, Abstract No. 528, in the City of Garland, Dallas County, Texas, being part of a 15.501-acre tract, as described in Vol. 2001229 Pg. 10037 in the Deed Records of the Official Public Records, Dallas County, Texas. The property is located to the east of Lavon Drive, between Foster Road and Crist Road. The applicant seeks approval of a zoning change to allow the construction of a townhouse development*

#### 5. 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.*

**6. 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](http://www.garlandtx.gov). Copies of the meetings can be purchased through the City Secretary's Office – audio CD's are \$1 each and DVD's are \$3 each.*



**GARLAND  
CITY COUNCIL ITEM SUMMARY SHEET**

**City Council Regular Session Agenda**

**1.**

**Meeting Date:** May 2, 2017

**Item Title:** Minutes April 18, 2017

**Submitted By:** Rene Dowl, City Secretary

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**Summary of Request/Problem**

**Consider approval of the minutes of the April 18, 2017 Regular Meeting.**

**Recommendation/Action Requested and Justification**

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**Attachments**

Minutes April 18, 2017

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## Minutes of the Garland City Council Regular Meeting

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, April 18, 2017 in the Council Chambers at City Hall, 200 North Fifth Street, Garland, Texas, with the following members present:

|                  |                |                 |
|------------------|----------------|-----------------|
| COUNCIL PRESENT: | Mayor          | Douglas Athas   |
|                  | Mayor Pro Tem  | Scott LeMay     |
|                  | Council Member | David Gibbons   |
|                  | Council Member | Anita Goebel    |
|                  | Council Member | Stephen Stanley |
|                  | Council Member | B. J. Williams  |
|                  | Council Member | Rich Aubin      |
|                  | Council Member | Lori Dodson     |
|                  | Council Member | James Cahill    |

|                |                |                   |
|----------------|----------------|-------------------|
| STAFF PRESENT: | City Manager   | Bryan L. Bradford |
|                | City Attorney  | Brad Neighbor     |
|                | City Secretary | Eloyce René Dowl  |

CALL TO ORDER: The meeting was called to order by Mayor Douglas Athas.

CONSENT AGENDA: All items marked with asterisks (\*\*) on the Consent Agenda were voted on at the beginning of the meeting. Mayor Athas read those items into the record. Motion was made by Mayor Pro Tem LeMay to approve the Consent Agenda as presented, seconded by Council Member Aubin, to approve items 1, 2a, 2b, 2c, 2d, 2e, 2f, 2g, 2h, 3a, 3b, 4, 5, 6, and 7. Motion carried, 9 ayes, 0 nays.

1. APPROVED\*\* Approval of the Minutes of the April 4, 2017 Regular Meeting.

2a. APPROVED\*\* Bid No. 0370-17 awarded to EMR Elevator, Inc. in the amount of \$35,000.00 for Elevator Maintenance.

The purpose of this Change Order is to add additional funds to the Elevator Maintenance Blanket Order 06639. Unanticipated repairs have almost exhausted the original line item funding of \$20,000.00

2b. APPROVED\*\* Bid No. 0187-17 awarded to DENCO Construction Specialists in the amount of \$2,367,834.07, which includes an optional contingency of \$165,748.00, for a total bid of \$2,533,582.07 for the Winters Park – Spring Creek Trail.

This request is to provide for the construction of approximately 1.67 miles of concrete trail through Winters Park and Spring Creek Greenbelt, including a 400-foot-long pedestrian bridge. This project is fund-assisted through Dallas County and the Federal Highway Administration's Congestion Mitigation and Air Quality Program. Due to the complex nature of the project, an optional contingency is included for any additional work that may be required.

**2c. APPROVED\*\***

Bid No. 0419-17 awarded to Custard Construction Services in the amount of \$863,932.77 for the GP&L Transmission & Distribution Building Improvements.

This request is to renovate GP&L's Transmission & Distribution Building to effectively utilize the limited space to meet operational needs.

**2d. APPROVED\*\***

Bid No. 0444-17 awarded to Tri Con Works, LLC in the amount of \$616,608.90 for the Charles M. Hinton, Jr., Regional Landfill Gas Collection and Control System Expansion.

This request is to expand the existing Hinton Landfill Gas Collection and Control System (GCCS) to ensure continued regulatory compliance with Texas Commission on Environmental Quality requirements. This expansion project will provide for the installation of additional gas collection wells that will minimize emission of odor-causing chemicals to adjacent properties.

**2e. APPROVED\*\***

Bid No. 0584-17 awarded to Power Engineers in the amount of \$475,784.10 for the GP&L CIP Program Management System.

This request is to provide a CIP Program Management System which will allow staff to manage Transmission and Substations CIP projects for both GP&L and TMPA.

2f. APPROVED\*\*

Bid No. 0420-17 awarded to Tri-Con Services, Inc. in the amount \$569,906.00 for the Roundabout Reconstruction for Brand Road at Bellaire Drive.

This request is to provide for the removal and improvement of the roundabout at the intersection of Brand Road and Bellaire Drive. Included in the improvements are increasing the overall diameter of the roundabout by 1.5 to almost 2 times the current configuration, removing the existing asphalt paving and reconstructing with approximately 600 SY of concrete paving, installation of street lights to properly illuminate the roundabout, construction of sidewalk, utility adjustments, and other incidentals. Widening the roundabout also requires approximately 185 feet of storm sewer to be installed ensuring proper drainage along Brand Road after reconstruction.

2g. APPROVED\*\*

Bid No. 0152-17 awarded to LAM Consulting Engineering in the amount of \$31,000.00 for Design Services for Justice Lane, Tynes Drive, and Tynes Way.

The purpose of this Change Order is to provide funding for additional engineering design services for the replacement of water lines in Justice Lane, Tynes Drive, and Tynes Way.

2h. APPROVED\*\*

Bid No. 0392-17 awarded to T&D Solutions, LLC in the amount of \$765,650.00, which includes an optional contingency of \$76,565.00, for a total bid of \$842,215.00 for the Underground Cable Replacement for Five Loops.

This request is to replace five underground cable loops in the GP&L Distribution System as part of the Underground 200-Amp Loop Replacement Capital Improvement Program. Replacements will include boring in 2-inch and 3-inch PVC conduit, pulling 2/0 primary and secondary cable, and replacing transformers and transformer pads. Due to the complex nature of the project, an optional contingency is included for any additional work that may be required.

3a. APPROVED\*\*

Ordinance No. 6904 amending the Garland Development Code of the City of Garland by approving a change of zoning Planned Development (PD) District 04-09 for Single-Family-7 Uses to a Planned Development (PD) District for Single-Family-5 Uses on a 11.721-acre tract of land located on the north corner of East Centerville Road and South Country Club Road; providing for conditions, restrictions, and regulations; providing for a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland; providing a savings clause and a severability clause; and providing an effective date. (File No. Z 17-11, Skorburg Company, District 2)

3b. APPROVED\*\*

Ordinance No. 6905 amending the Garland Development Code of the City of Garland, Texas by approving 1) an amendment to Planned Development (PD) District 16-16, 2) an amended Concept Plan for Dwelling, Single-Family Detached; Dwelling, Multi-Family; Elder Care-Independent Living and Restaurant and 3) a Detail Plan for Dwelling, Multi-Family on a 141.653-acre tract of land zoned Planned Development (PD) District 16-16 for Dwelling, Single-Family Detached; Dwelling, Multi-Family; Elder-Care-Independent Living and Restaurant and bounded by Holford Road to the northwest, Spring Creek Forest Preserve to the northeast, North Garland Avenue to the southeast and Arapaho Road to the southwest; providing for conditions, restrictions, and regulations; providing for a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland; providing a Savings Clause and a Severability Clause; and providing an effective date. (File No. Z 16-35, Masterplan, District 7)

4. APPROVED\*\*

Resolution No. 10278 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 \$11,338.11; and providing an effective date.

Council adopted a resolution authorizing the City Manager to accept the State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Grant "Click It or Ticket" for May 2, 2017 – June 10, 2017 in the amount of \$11,338.11.

5. APPROVED\*\*

Resolution No. 10279 agreeing to the sale of certain property located within the City of Garland and owned by taxing authorities including the City of Garland as the result of a tax sale; authorizing the Mayor to execute a deed without warranty; and providing an effective date.

Council approved a resolution authorizing the sale of the property located at 601 Ford Street.

6. APPROVED\*\*

Resolution No. 10280 agreeing to the sale of certain property located within the City of Garland and owned by taxing authorities including the City of Garland as the result of a tax sale; authorizing the Mayor to execute a deed without warranty; and providing an effective date.

Council approved a resolution authorizing the sale of the property located at 405 Little Lane.

7. APPROVED\*\*

Resolution No. 10281 suspending the April 21, 2017 effective date of Oncor Electricity Delivery Company, LLC's requested rate change to permit the city time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of cities serviced by Oncor to hire legal and consulting services and to negotiate with Oncor and direct any necessary litigation and appeals; requiring notice of this resolution to Oncor and legal counsel for the Steering Committee; providing a repealing clause; and providing an effective date.

## **ITEMS FOR INDIVIDUAL CONSIDERATION**

### **8a. APPROVED**

Consider the application of Rosalind Coffee Company (formerly Generator Coffee House & Bakery), requesting approval of a variance to Section 2.55 of the Garland Development Code regarding the distance to a church, public school, or public hospital from an establishment that sells or serves alcoholic beverages. This property is located at 107 North Sixth Street. (File No. BW 17-01, District 2)

Being 0.08 acres of land and being a part of Lot 2 in Block 3 of the Town of Embree (Now Garland), according to the map thereof, recorded in Volume 77, Page 441 Deed Records of Dallas County, Texas. Due to new ownership, the applicant requests a variance to reduce the minimum distance requirement between an establishment that sells alcoholic beverages and a church.

The staff report was presented by Kira Wauwie, Principal Development Planner. Speaker on this item was: David Nordyke, owner. There was discussion by the Council. Motion was made by Council Member Goebel to approve the request, seconded by Council Member Williams. Motion carried 8 ayes, 1 nay (Council Member Cahill).

### **8b. APPROVED**

Consider the application of Rick Kelly, requesting approval of a Specific Use Provision for a Kiosk, Self Service Retail (Ice/Water) on property zoned Community Retail (CR) District. This property is located at 121 East Kingsley Road. (File No. Z 17-10, District 5)

Being approximately a 9.472-acre tract of land and identified as Ridgewood Village Addition Replat Lot 1, Block 1 an addition to the City of Garland, Texas as recorded in Volume 2002082, Page 36 of the Deed Records of Dallas County, Texas. The property is located at 121 East Kingsley Road.

The applicant requests approval of A Specific Use Provision for the placement of a free-standing ice vending kiosk on a 225 square-foot lease area within the parking area of an existing shopping center.

The staff report was presented by Isaac Williams, Development Planner. Speaker on this item was: Rick Kelly. There was discussion by the Council. Motion was made by Council Member Aubin to approve the request with provisions in the ordinance for site plan modifications with additional lighting and removal of the existing kiosk across the street (northwest corner) within thirty days of the lease termination, seconded by Mayor Pro Tem LeMay. Motion carried 9 ayes, 0 nays.

8c. APPROVED

Consider the application of Icon Consulting Engineers, Inc., requesting approval of a Specific Use Provision for a Contractor's Office/Storage Yard with outside display and storage greater than fifty percent of the total enclosed building square footage on a property zoned Industrial (IN) District. This property is located at 2660 Market Street. (File No. Z 17-13, District 5)

Being approximately a 7.46-acre tract of land and identified as Northeast Business Park No. 4, an addition to the City of Garland, Texas according to the map or plat thereof recorded in Volume 80087, Page 236 of the Deed Records of Dallas County, Texas. The property is located at 2660 Market Street. The Garland Development Code requires that for a Contractor's Office/Storage Yard providing outside display and storage of materials exceeding fifty (50%) percent of the total enclosed building square footage must be approved by Specific Use Provision (SUP). The applicant requests an SUP to allow 96,400 square feet of outside display and storage of roofing materials; the existing warehouse building contains 83,503 square feet.

The staff report was presented by Isaac Williams, Development Planner and Will Guerin, Director of Planning. Speaker on this item was: Bruce F. Dunne. There was discussion by the Council. Motion was made by Council Member Aubin to approve the request based on Plan Commission and staff recommendation, with provisions in the ordinance that items stored will not exceed 8 feet in height, and will be limited to items included in the request, seconded by Council Member Dodson. Motion carried 9 ayes, 0 nays.

9. APPOINTED

Council Member Williams placed the following name in nomination, a vote was cast to approve the appointment with 9 ayes, 0 nays:

Council Member B. J. Williams

- William A. Keeling – Citizens Environmental and Neighborhood Advisory Committee

10. CITIZEN COMMENTS: None

11. ADJOURN

There being no further business to come before the City Council, Mayor Athas adjourned the meeting at 8:01 p.m.

CITY OF GARLAND, TEXAS

APPROVED: \_\_\_\_\_  
Douglas Athas, Mayor

ATTEST: \_\_\_\_\_  
Eloyce René Dowl, City Secretary



**GARLAND  
PURCHASING REPORT**

**City Council Regular Session Agenda**

**2.a.**

**Meeting Date:** May 2, 2017

**Item Title:** TMPA Steep Hollow to Keith Switch Fiber Installation

**Submitted By:** Ross Owen, Director of Transmission & Distr

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**PURCHASE JUSTIFICATION:**

The purpose of this request is to provide professional engineering design services in support of the TMPA Steep Hollow to Keith Switch Fiber Installation project. The project includes approximately 12.2 miles of fiber optic ground wire for the 138kV transmission line beginning at the Steep Hollow Substation and traveling to the Keith Switch Substation. This new fiber communication path out of Gibbons Creek will replace the microwave communication path that is being retired. This is a TMPA CIP project and will be reimbursed at 100%.

**AWARD RECOMMENDATION:**

| <u><i>Vendor</i></u> | <u><i>Item</i></u> | <u><i>Amount</i></u> |
|----------------------|--------------------|----------------------|
| Black & Veatch       | All                | \$109,120.00         |
| <b>TOTAL:</b>        |                    | <b>\$109,120.00</b>  |

Basis for Award: Most Qualified

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**Fiscal Impact**

**Total Project/Account:** \$565,000  
**Expended/Encumbered to Date:** 0  
**Balance:** \$565,000  
**This Item:** 109,120  
**Proposed Balance:** \$455,880  
**Account #:** 215-3542-3125901-7111  
**Fund/Agency/Project – Description and Comments:**  
Electric CIP Fund 215 / Transmission Lines

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**Attachments**

Bid Recap  
Executive Summary

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**Fiscal Reference:**

Budget Type: CIP  
Fiscal Year: 2017  
Document Location: Page E01

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|                        |                       |
|------------------------|-----------------------|
| <b>Budget Director</b> | <b>Approval Date:</b> |
| <b>Approval:</b>       | 04/20/2017            |
| Ron Young              |                       |

|                            |                       |
|----------------------------|-----------------------|
| <b>Purchasing Director</b> | <b>Approval Date:</b> |
| <b>Approval:</b>           | 04/19/2017            |
| Gary L. Holcomb            |                       |





**GARLAND**  
**PURCHASING EXECUTIVE SUMMARY**

Bid 0627-17  
TMPA Steep Hollow to Keith Switch Fiber Installation

**Recommended Vendor:**

Black & Veatch

**Total Recommended Award:**

\$109,120.00

**Basis for Award:**

Most Qualified

**Purpose:**

The purpose of this request is to provide professional engineering design services in support of the TMPA Steep Hollow to Keith Switch Fiber Installation project. The project includes approximately 12.2 miles of fiber optic ground wire for the 138kV transmission line beginning at the Steep Hollow Substation and traveling to the Keith Switch Substation. This new fiber communication path out of Gibbons Creek will replace the microwave communication path that is being retired. This is a TMPA CIP project and will be reimbursed at 100%.

**Evaluation:**

Black & Veatch was selected as the most qualified firm for this project based on a short list of respondents evaluated and ranked by criteria published in Request for Qualifications 5771-15.

**Recommendation:**

Staff recommends awarding the project for professional engineering services to Black & Veatch.

**Funding Information:**

215-3542-3125901-7111

**Department Director:**

Ross Owen, Transmission & Distribution Director, 972-205-3532



**GARLAND  
PURCHASING REPORT**

**City Council Regular Session Agenda**

**2.b.**

**Meeting Date:** May 2, 2017

**Item Title:** Forest Lane Substation Civil Site Improvements

**Submitted By:** Ross Owen, Director of Transmission & Distr

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**PURCHASE JUSTIFICATION:**

The purpose of this award is to provide civil site improvements necessary for the Forest Lane Substation CIP project. This project will include labor, equipment, and tools necessary to complete the Forest Lane Substation pad site, driveways, earthwork, grading, and flex base. This project will increase transmission system reliability by eliminating a radial tap and three-ended transmission line. Due to the complex nature of the project, an Optional Contingency is included for any additional work that may be required.

**AWARD RECOMMENDATION:**

| <u>Vendor</u>          | <u>Item</u> | <u>Amount</u>             |
|------------------------|-------------|---------------------------|
| Tri-Con Services, Inc. | All         | \$243,500.00              |
| Optional Contingency   |             | 24,350.00                 |
| <b>TOTAL:</b>          |             | ----- <b>\$267,850.00</b> |

Basis for Award: Best Value

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**Fiscal Impact**

**Total Project/Account:** \$2,923,634  
**Expended/Encumbered to Date:** 1,109,617  
**Balance:** \$1,814,017  
**This Item:** 267,850  
**Proposed Balance:** \$1,546,167  
**Account #:** 210-3799-3174901-7111  
**Fund/Agency/Project – Description and Comments:**  
Electric CIP Fund 210 / Substations Upgrades

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**Attachments**

Bid Recap 0535-17  
Executive Summary

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**Fiscal Reference:**

Budget Type: CIP  
Fiscal Year: 2017  
Document Location: Page E10

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|                        |                       |
|------------------------|-----------------------|
| <b>Budget Director</b> | <b>Approval Date:</b> |
| <b>Approval:</b>       | 04/20/2017            |
| Ron Young              |                       |

|                            |                       |
|----------------------------|-----------------------|
| <b>Purchasing Director</b> | <b>Approval Date:</b> |
| <b>Approval:</b>           | 04/19/2017            |
| Gary L. Holcomb            |                       |





**GARLAND**  
**PURCHASING EXECUTIVE SUMMARY**

Bid 0535-17  
Forest Lane Substation Civil Site Improvements

**Recommended Vendor:**  
Tri-Con Services, Inc.

**Total Recommended Award:**  
\$267,850.00

**Basis for Award:**  
Best Value

**Purpose:**  
The purpose of this award is to provide civil site improvements necessary for the Forest Lane Substation Loop CIP project. This project will include labor, equipment, and tools necessary to complete the Forest Lane Substation pad site, driveways, earthwork, grading, and flex base. This project will increase transmission system reliability by eliminating a radial tap and three-ended transmission line.

**Evaluation:**  
A request for bids was issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated based on the published criteria of: price; experience; qualifications; equipment; and safety. Tri-Con Services, Inc., submitted the lowest bid and received the highest evaluated score, offering the best value for the City.

**Recommendation:**  
Staff recommends awarding the bid to Tri-Con Services, Inc.

**Funding Information:**  
210-3799-3174901-7111

**Department Director:**  
Ross Owen, Transmission & Distribution Director, 972-205-3532



**GARLAND  
PURCHASING REPORT**

**City Council Regular Session Agenda**

**2.c.**

**Meeting Date:** May 2, 2017

**Item Title:** GP&L Substation Emergency Backup Generator Maintenance

**Submitted By:** Ross Owen, Director of Transmission & Distr

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**PURCHASE JUSTIFICATION:**

The purpose of this Change Order is to add additional substations to the current Emergency Backup Generator Maintenance Agreement BL 06422. This Change Order will account for the remaining backup generators at the substations that were not included under the original Agreement.

**AWARD RECOMMENDATION:**

| <u>Vendor</u>                   | <u>Item</u> | <u>Amount</u>      |
|---------------------------------|-------------|--------------------|
| Diversified Power Systems, Inc. | All         | \$36,506.00        |
| <b>TOTAL:</b>                   |             | <b>\$36,506.00</b> |

Basis for Award: Change Order

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**Fiscal Impact**

**Total Project/Account:** \$1,015,320  
**Expended/Encumbered to Date:** 519,105  
**Balance:** \$496,215  
**This Item:** 36,506  
**Proposed Balance:** \$459,709  
**Account #:** 211-3711-7111  
**Fund/Agency/Project – Description and Comments:**  
Electric Operating Fund 211

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**Attachments**

Bid Recap

## Executive Summary

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### **Fiscal Reference:**

Budget Type: Operating Budget

Fiscal Year: 2016-17

Document Location: Page 216

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|                                  |                       |
|----------------------------------|-----------------------|
| <b>Budget Director Approval:</b> | <b>Approval Date:</b> |
| Ron Young                        | 04/20/2017            |

|                                      |                       |
|--------------------------------------|-----------------------|
| <b>Purchasing Director Approval:</b> | <b>Approval Date:</b> |
| Gary L. Holcomb                      | 04/19/2017            |





**GARLAND**  
**PURCHASING EXECUTIVE SUMMARY**

Bid 5115-15  
GP&L Substation Emergency Backup Generator Maintenance

**Recommended Vendor:**

Diversified Power Systems, Inc.

**Total Recommended Award:**

\$36,506.00

**Basis for Award:**

Change Order

**Purpose:**

The purpose of this Change Order is to add additional substations to the current Emergency Backup Generator Maintenance Agreement BL 06422. This Change Order will account for the remaining backup generators at the substations that were not included under the original Agreement.

**Evaluation:**

Diversified Power Systems, Inc., was originally selected through an Interlocal Agreement with Tarrant County, reference Contract 2016-138.

**Recommendation:**

Staff recommends approval of the Change Order to Blanket Order 06422 and subsequent renewals.

**Funding Information:**

211-3711-7111

**Department Director:**

Ross Owen, Transmission & Distribution Director, 972-205-3532



**GARLAND**  
**CITY COUNCIL ITEM SUMMARY SHEET**

**City Council Regular Session Agenda**

**3.**

**Meeting Date:** May 2, 2017

**Item Title:** Consider the approval of an economic development agreement, pursuant to Chapter 380 of the Texas Local Government Code, between the City of Garland and WPC Acquisitions, Inc., and authorize the Mayor to execute the same.

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**Summary of Request/Problem**

On January 5, 2016, the City Council approved Ordinance No. 6815 amending the zoning laws of the City of Garland, and approving a Planned Development District and a concept plan for Single-Family (detached) Uses, Single-Family (attached) uses and retail, generally located on 101.121 acres southwest of the intersection of Shiloh Road and Buckingham Road. Subsequent to the zoning change, the City Council authorized the City Manager to negotiate terms and conditions of an economic development agreement with the Wilbow Corporation to ensure a development of the quality proposed by the Wilbow Corporation, which is unlikely to occur without a grant of economic development incentives. This agreement authorizes a grant of economic development incentives valued at approximately \$4.6 million for the proposed development of 582 residential lots, as well as retail uses, that will have a direct and positive economic benefit to the City.

**Recommendation/Action Requested and Justification**

Council is requested to consider the approval of an economic development agreement, pursuant to Chapter 380 of the Texas Local Government Code, between the City of Garland and WPC Acquisitions, Inc., and authorize the Mayor to execute the same.

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**Attachments**

Central Park at Garland Development Agreement

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## CENTRAL PARK AT GARLAND DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2017 (“**Effective Date**”) by and among the WPC Acquisitions Inc., a Texas corporation, and its permitted successors and assigns (“**Developer**”), and the City of Garland, Texas (“**City**”), a Texas home rule municipality (**each, individually, a “Party” and, collectively, the “Parties”**).

### 1. RECITALS.

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

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in beneficial developments in the City in order to increase tax revenue for real property within the City, and promote or develop new business enterprises;

WHEREAS, Marilyn Wyrick Ingram and Phyllis Wyrick Patterson are the owners of approximately 103 acres located within the territorial limits of the City of Garland (“**Property**”);

WHEREAS, the Property is (1) bounded by W. Buckingham Road on the north, N. Shiloh Road on the east, Western Drive on the south, and Goodwin Drive on the west, (2) described in the attached Exhibit A, and (3) depicted in the attached Exhibit B, each incorporated herein by reference;

WHEREAS, the Developer has contracted to purchase the Property for horizontal development as a mix of residential and commercial uses as further described herein (“**Project**”);

WHEREAS, on January 5, 2016, the Property was rezoned (File Z 15-41) from single-family SF 7 to a planned development zoning district (“**PD Ordinance**”);

WHEREAS, the conditions of the PD Ordinance shall be supplemented by a detailed plan approved by the City before any development occurs (“**Detailed Plan**”), which Detailed Plan shall contain, among other things, infrastructure and public improvements anticipated to be funded with money granted by the City subject to the terms and conditions of this Agreement, and which are generally described in the Concept Plan (as defined below);

WHEREAS, the concept plan attached as Exhibit C, and incorporated herein by reference (“**Concept Plan**”), reflects enhanced development standards that shall be used as a substantive guide in the preparation of the Detailed Plan, which will substantially conform to the Concept Plan unless otherwise approved in writing by the City in its sole discretion;

WHEREAS, the Detailed Plan shall incorporate a pattern book (“**Pattern Book**”), reflecting reasonable design and construction standards, architectural styles, elevations, roof forms, cladding detail, and porch, door and window detail, for the residential portion of the Project (which, for clarity, will include residential homes being built by third party builders and not Developer);

WHEREAS, the City has established a program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, under which the City has the authority to waive or reimburse fees, make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City, including the authority to enter into this Agreement;

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

WHEREAS, the City wishes to provide incentives to Developer to assist in the economic development of the City;

WHEREAS, the Parties agree that notwithstanding any provision contained herein to the contrary, the amount of Economic Development Incentives, of whatever nature, owed or credited by the City to Developer pursuant to this Agreement shall equal (but not exceed) a total of \$4.6 million dollars.

NOW THEREFORE, in consideration for the covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which the Parties acknowledge, the Parties agree as follows:

## **2. DEFINITIONS**

Terms used in this Agreement that have their initial letters capitalized shall have the meanings given to them in this Section 2 unless a term is otherwise defined in this Agreement or unless the context in which a term is used clearly requires a different meaning.

**2.1** “Actual Costs” mean, with respect to the Public Improvements, the actual costs (as specified in payment requests submitted to the City) paid or incurred by or on behalf of the Developer: (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications, bid packages, contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for professional services including, but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) for labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; (6) to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to five percent (5%) of construction costs if managed by the Developer.

**2.2** “Agreement” is defined in the introductory paragraph.

2.3 “City” is defined in the introductory paragraph.

2.4 “City Requirements” mean ordinances, resolutions, rules, regulations and policies of the City that have been duly adopted and that are customarily and uniformly applied to public and private development within the City. The City Requirements, as applied to the Public Improvements, includes, but are not limited to, maintenance bonds, but shall not include performance bonds. The City Requirements, as applied to the Private Improvements, shall not include payment or performance bonds (or cash deposits or any other form of security) or maintenance bonds.

2.5 “Commencement” means the commencement of grading on the applicable part of the Property.

2.6 “Common Area” means the area designated as “common area” on a City approved plat.

2.7 “Concept Plan” is defined in the Recitals.

2.8 “Detailed Plan” is defined in the Recitals. Upon approval and acceptance of the Detailed Plan for Phase One and Phase Two by the City, the respective Detailed Plan shall be incorporated into this Agreement for all purposes, and attached hereto as Exhibit.

2.9 “Developer” is defined in the introductory paragraph.

2.10 “Economic Development Incentives” mean the consideration, of whatever nature, given by the City to the Developer for the covenants and promises of Developer as more fully described herein. The term includes any reimbursements for public or private infrastructure, fees collected by the City and remitted to Developer, and any development fees paid by Developer and reimbursed by the City.

2.11 “Effective Date” is defined in the introductory paragraph.

2.12 “Party” and “Parties” are defined in the introductory paragraph.

2.13 “Pattern Book” is defined in the Recitals.

2.14 “PD Ordinance” is defined in the Recitals.

2.15 “Private Improvements” mean privately owned improvements (including, but not limited, to structures, buildings, and homes, but excluding the Public Improvements) constructed within the Property or any portion thereof on lots for which a final plat has been approved by the City or on any other portion of the Property as otherwise approved by the City.

2.16 “Project” is defined in the Recitals.

2.17 “Property” is defined in the Recitals and, for purposes of this Agreement means all or any portion of the Property.

**2.18** “Phase One Private Improvements” are defined in Section 3.1.7.

**2.19** “Phase One Public Improvements” are defined in Section 3.1.6.

**2.20** “Phase Two Private Improvements” are defined in Section 4.1.5.

**2.21** “Phase Two Public Improvements” are defined in Section 4.1.3.

**2.22** “Public Improvements” shall mean, collectively, the Phase One Public Improvements and the Phase Two Public Improvements.

**2.23** “Substantially Complete” or “Substantial Completion” means that the progress of any portion of the Project is sufficiently complete in accordance with this Agreement, the Detailed Plan, and the PD Zoning so that the public can lawfully occupy or use the public and private improvements, amenities, and infrastructure of such portion of the Project, and the Engineering Department of the City has issued a letter of acceptance for the applicable portion of the Project, which shall not be unreasonably withheld, to Developer for all public infrastructure in the relevant portion.

### **3. PHASE ONE DEVELOPMENT**

The Project shall be divided into two construction phases. Phase one (“Phase One”) shall generally consist of development and construction activities located in the area above, or north of, the phase demarcation line, as generally depicted on the attached Exhibit D, which is incorporated herein by reference for all purposes. “Phase Two” shall consist of development and construction activities below, or south of, the phase demarcation line. The term of this Agreement commences on the Effective Date and expires upon the completion of Phase Two of the Project and payment or reimbursement of all fees to Developer as further described in this Agreement. The Detailed Plan shall be submitted to the City within 120 days of the Effective Date. The City, upon review and a determination that the Detailed Plan is in conformance with this Agreement and City Requirements, shall give final, un-appealable approval to the Detailed Plan within 60 days of submittal by Developer.

**3.1 Developer’s Obligations.** In consideration of the City’s participation in the Project, Developer agrees that the following obligations and performance standards must be met for Phase One of the Project:

3.1.1 Developer shall use commercially reasonable efforts cause the Phase One Public Improvements and Phase One Private Improvements to be constructed and completed on or before December 31, 2020.

3.1.2 Developer shall use commercially reasonable efforts to commence construction of Phase One of the Project no later than the date sixty days after final approval of the Detailed Plan by the City and receipt of grading permit and shall diligently pursue such construction by commercially reasonable efforts to completion.

(a) Termination; Notice. In the event that the Phase One is not complete by December 31, 2020, City may notice Developer of potential termination of this

Agreement by providing written notice of pending termination ("Termination Notice") to Developer; however, this Agreement shall not terminate unless and until Developer fails to either complete Phase One or to commence commercially reasonable efforts to complete Phase One within thirty (30) days of its receipt of the Termination Notice. In the event Developer fails to complete Phase One or to commence commercially reasonable efforts to accomplish such within the thirty (30) day period, this Agreement shall terminate upon notice by the City and shall be of no further effect, except for the terms hereof that survive termination.

(b) If the City terminates this Agreement pursuant to this Section 3.1.2, Developer shall reimburse City for all Economic Development Incentives paid by the City to Developer prior to the date of termination, and shall pay the City for any and all Developer fees waived or reimbursed by the City prior to the date of termination. Reimbursement shall be due not more than sixty days following the date of termination.

**3.1.3 Phase One Development.** Developer agrees to plat and develop Phase One of the Project in accordance with the PD Ordinance, the Garland Development Code, this Agreement, the Pattern Book, and the Detailed Plan.

**3.1.4 Parkland Dedication.** Developer, and its successors, or assigns, agree to dedicate the Duck Creek flood area (as will be more further described in the Detailed Plan and is expected to be approximately 1.9 acres) as park property to the City as a part of the City's trail head area in the Phase One final plat. Subject to the terms and conditions of below Section 3.1.7, Parties agree that this is the only dedication of land that will be required of the Developer for use as public parkland.

**3.1.5 Phase One Flood Study.** Developer agrees to commission a flood study with Kimley-Horn Engineers for the area of the Property that is adjacent to Duck Creek. The flood study shall be submitted concurrently with the civil plans (as defined in the Garland Development Code). Developer shall take the necessary steps, and diligently pursue, final approval from the City and FEMA for any FEMA related activities for revision or modification of FEMA technical documents.

**3.1.6 Phase One Public Infrastructure and Improvements.** Developer shall construct and complete all alleys, streets, sidewalks within the Common Area, sanitary sewer and water infrastructure and storm water systems ("**Phase One Public Improvements**") that are in Phase One. The Phase One Public Improvements shall be designed, constructed, completed, acquired, installed, and dedicated in accordance with: (1) this Agreement; (2) the applicable City Requirements; (3) the PD Ordinance; and (4) the Detailed Plan. Phase One Public Improvement shall not include (i) residences or (ii) sidewalks fronting residential units or located anywhere other than within Common Area. City acknowledges that Phase One Public Improvements may be located within Common Area, public rights of way and public easements.

(a) Developer shall invest in and spend a minimum of \$1,800,000 in Phase One Private Improvements. However, Developer is not relieved of

its duties or obligations to complete all the Phase One Public Improvements on schedule once the \$1,800,000 minimum investment has been spent by Developer.

(b) Phase One Public Improvements shall include, but are not limited to, the following, which will be more particularly described and depicted on the Detailed Plan and civil plans:

(i) *Alleys, Streets, and Sidewalks.* The public right-of-way improvements shall include, but are not limited to, ornamental lighting, ornamental street signs and related traffic control and directional facilities and improvements.

(ii) *Sanitary Sewer and Water and Storm Water Systems.*

(iii) *Public Utility Infrastructure System for electricity.*

**3.1.7 Private Improvements.** Developer shall construct and complete all of the specified private amenities and open spaces and certain horizontal improvements (“**Phase One Private Improvements**”) that are in Phase One. Private Improvements shall be designed and constructed in accordance with the PD Ordinance, the Detailed Plan, and all applicable City Requirements. For clarity, Phase One Private Improvements shall not include residences. City acknowledges that Phase One Private Improvements may be located within Common Area, public rights of way and public easements.

Phase One Private Improvements shall include, but are not limited to, the following, which will be more particularly described on the Detailed Plan and the Pattern Book:

(a) *Pedestrian Oriented Trail System.* The trail system shall be designed and constructed to provide connectivity along Shiloh and Buckingham Roads to a proposed trail head location at the southwest corner of Buckingham and Shiloh Road on City property. The trail system shall be made of concrete, be six feet in width, and comply with all other City Requirements related to the construction (but not design) of residential sidewalks in residential districts. All trails shall be constructed in conjunction with the construction of the contiguous phase of development, and shall be constructed in accordance with the standards of the Texas Department of Licensing and Regulation to the extent possible with respect to the natural topography. Developer, and its successor and assigns, agrees to convey to the public by plat a pedestrian and recreational easement for the use of the trail system located on the Property. However, the Developer, or its successors or assigns, shall have the responsibility of maintaining the trail system in compliance with City Requirements.

(b) *Masonry Screening Walls.* Masonry screening walls running along major thoroughfares, Shiloh Road and Buckingham Road. Wood fencing on the perimeter of the Property adjacent to any existing residential subdivisions.

(c) *Landscape Buffers.* Landscape buffers where lots or streets run adjacent to thoroughfares.

(d) *Major entry feature at Buckingham entrance to Project.*

(e) *Minor entry feature at Shiloh entrance to Project.*

(f) *Amenity Center.* The amenity center shall consist of a pool, restrooms, outdoor covered patio, and parking.

(g) *Central Park.* The central park located in the center of the Project shall be completed with landscaping, turf, irrigation, sidewalks, and benches. Upon completion of the central park (or earlier depending on timing of plat), Developer, and its successors, or assigns, agree to grant the City by plat a public recreational easement, for the benefit of the public, subject to the same restrictions, conditions, or reservations, as residents or property owners within the Project. Developer agrees that the City shall have no responsibility of maintaining the central park easement area, as will be noted on the relevant plat.

(h) *Dog Park.*

**3.2 City Obligations.** In consideration of the Developer's participation in the Project, City agrees to the following obligations and duties during Phase One of the Project:

3.2.1 The City shall expedite review and approval of the civil plans for the Project. The City shall grant an early grading permit promptly after City's first round of comments to the civil plans, and in no event later than thirty (30) days after approval of the Detailed Plan. The City agrees to combine the Detailed Plan and the Preliminary Plat process to achieve an approval of the Preliminary Plat in a reasonable amount of time (and in no event later than ten business days after approval of the Detailed Plan). Any fees associated with expediting review and approval shall be waived by the City. Upon Substantial Completion of any portion of the Project, building permits for such portion shall be granted upon application and payment of applicable fees no later than 7 days after application.

3.2.2 Utility Capacity. The City has available (and will reserve for the project) water, storm water, and sewer utility service capacity ("Wet Utility Capacity") sufficient for a minimum of 582 single family dwellings, or the exact number as shown on the approved Detail Plan, and up to ten (10) acres of neighborhood retail and 10 acres of private Common Area. The Wet Utility Capacity is currently available to the Project and there shall be no cost to Developer with respect to use or access of the Wet Utility Capacity City Requirements, if any.

3.2.3 Duck Creek Flood Study Reimbursement. Within thirty days of Substantial Completion of the Phase One Public Improvements, the City shall reimburse Developer the following amount for the flood study conducted by Kimley-Horn Engineers, pursuant to above Section 3.1.5: **\$50,000.00**

**3.2.4 Development Fees Reimbursement.** The City shall reimburse Developer for development fees and rollback ad valorem taxes actually collected from Developer within thirty days of Substantial Completion of the Phase One Public Improvements. The following estimated fee schedule is for illustration purposes only. The amount reimbursed to Developer shall be the sum of all actual fees paid by the Developer to the City.

|                                    |                  |
|------------------------------------|------------------|
| Platting Fees                      | \$11,500         |
| Tree Mitigation Fees               | \$48,000         |
| Zoning Fee                         | \$6,150          |
| Rollback Taxes                     | \$202,759        |
| <b>TOTAL EST. FEES &amp; TAXES</b> | <b>\$268,409</b> |

**3.2.5 Construction Fees Remittance.** The City shall use reasonable efforts to collect from homebuilders and other commercial builders in the Project all building and development fees normally due under City, state or local law. The City agrees to not waive collection of, or reduce the amount of, any building or development fees collectible from homebuilders and other commercial builders within the Project. Phase One construction fees actually collected by the City, up to a maximum of **\$700,000.00**, shall be remitted to Developer thirty days after Substantial Completion of the Phase One Public Improvements and thereafter upon receipt on a quarter year basis. The remaining Phase One construction fees actually collected by the City shall be remitted to the Developer thirty (30) days after the issuance of the grading permit for Phase Two of the Project and thereafter upon receipt on a quarter year basis. The following estimated fee schedule is for illustration purposes only. The amount remitted to Developer shall be the sum of all actual fees collected, but regardless of the amount of fees collected and paid to Developer under this Agreement, nothing shall reduce the amount of Total Additional Incentives Amount (as defined below) owed to Developer.

|                        |                    |
|------------------------|--------------------|
| Building Permit Fees   | \$439,239          |
| Processing Fees        | \$109,761          |
| Storm Water Fees       | \$29,100           |
| Sidewalk Fees          | \$34,920           |
| Water meter 5/8"       | \$87,300           |
| Water Impact Fee 5/8"  | \$14,550           |
| Roadway Impact Fee     | \$424,278          |
| <b>TOTAL EST. FEES</b> | <b>\$1,139,148</b> |

**3.2.6 Public Infrastructure Reimbursement.**

(a) Subject to the provisions of below subsections (d) and (e), upon Substantial Completion of the Phase One sanitary sewer, water, and storm water systems by Developer, the City shall reimburse Developer the Actual Costs paid by Developer for the sewer and water systems. Upon Substantial Completion, Developer shall submit evidence of paid receipts and lien waivers by contractors and completion certifications by a licensed

engineer. Within 30 days of receipt, City shall reimburse Developer, subject to below subsection (d), the Actual Costs paid by Developer. Payment by Developer of the Actual Costs to contractors (except in the case of any permitted construction management fee) shall be a condition precedent for reimbursement.

(b) Subject to the provisions of below subsections (d) and (e), upon Substantial Completion of the Phase One paving improvements for alleys, streets, and sidewalks by Developer, the City shall reimburse Developer the Actual Costs paid by Developer for the paving improvements. Upon Substantial Completion, Developer shall submit evidence of paid receipts and lien waivers by contractors and completion certifications by a licensed engineer. Within 30 days of receipt, City shall reimburse Developer, subject to below subsection (d), the Actual Costs paid by Developer. Payment by Developer of the Actual Costs to contractors (except in the case of any permitted construction management fee) shall be a condition precedent for reimbursement.

(c) The following estimated costs' schedule is for illustration purposes only. The amount reimbursed to the Developer, subject to below subsection (d), shall be the sum of all Actual Costs paid by Developer.

|                    |                 |
|--------------------|-----------------|
| Sanitary Sewer     | \$ 1,109,382.00 |
| Water System       | \$ 1,121,213.00 |
| Storm Water System | \$ 1,968,957.00 |

(d) Notwithstanding any other provision contained herein, the City shall (i) reimburse Developer for Public Improvements in an amount equal to, but not to exceed, **\$3,142,443.00 ("Total Public Improvements Reimbursement")** for the entire Project, and (ii) pay (or credit) Developer in an amount equal to, and not to exceed, **\$1,457,557 ("Total Additional Incentives Amount")** through waived fees, reimbursements of fees actually collected from Developer, and remittance of actual fees actually collected from third party builders and developers. The total amount of both the Total Public Improvements Reimbursement and the Total Additional Incentives Amount shall equal, but not exceed, \$4.6 million dollars in Economic Development Incentives for the entire Project. The Total Additional Incentives Amount shall be paid according to the time frames set forth in this agreement to the extent applicable, and any remaining amounts shall be paid or credited as soon as reasonably available and in no event later than the earlier of the two following dates: (i) the date thirty days after all platted lots on the Property have an approved building inspection, and (ii) November 1, 2024. Reimbursement payments from the City will be applied on a first completed first paid basis.

(e) Notwithstanding any other provision contained herein to the contrary, upon Substantial Completion, the City shall reimburse Developer in an equal to, and not to exceed, \$2,442,443.00 for Phase One Public Improvements.

**3.3 Dedication of Public Improvements.** When Public Improvements have been inspected and approved by the City, the Developer shall dedicate the improvements to the City and the City shall accept such dedications. City acceptance shall be evidenced by a written confirmation signed by the City Manager or his designee. Dedications shall be in accordance with the applicable City Requirements.

## **4. PHASE TWO DEVELOPMENT**

### **4.1 Developer's Obligations.**

**4.1.1 Commencement.** Developer shall use commercially reasonable efforts to commence construction of Phase Two no later than 60 days following the date of the approval of the 200<sup>th</sup> final building inspection by the City Building Official for the residences located in Phase One. After approving the 200<sup>th</sup> final building inspection for Phase One, the City shall notify the Developer in writing and the Developer shall commence and diligently pursue construction of Phase Two by commercially reasonable efforts to completion. Notwithstanding the above, Developer shall have the right to delay Commencement of construction of Phase Two by a time period not to exceed 365 days in the event Developer reasonably concludes a delay is warranted due to economic conditions.

**4.1.2 Phase Two Development.** Developer agrees to plat and develop Phase Two of the Project in accordance with the Planned Development Zoning Ordinance, the Garland Development Code, this Agreement, and the Detailed Plan. Developer agrees that once development activities commence on Phase Two, Developer will use commercially reasonable efforts to diligently pursue completing the development of Phase Two of the Project in accordance with the PD Zoning, the Garland Development Code, this Agreement, the Pattern Book, and the Detailed Plan.

(a) **Termination; Notice.** In the event that construction activities have not Commenced on Phase Two in accordance with the timing requirements above, the City may notice Developer of the pending default by providing written notice ("Termination Notice") to Developer; however, this Agreement shall not terminate and Developer shall not be in default hereunder unless and until Developer fails to either Commence Phase Two or to commence commercially reasonable efforts to accomplish such, within sixty (60) days of the City sending the Termination Notice.

(b) In the event Developer fails to Commence Phase Two or commence commercially reasonable efforts to accomplish such within the sixty (60) day period of the City sending the Termination Notice, this Agreement shall terminate upon City notice and shall be of no further effect, except for the terms hereof that survive termination.

(c) Notwithstanding any other provision contained herein to the contrary, if Phase Two of the Project is not Substantially Complete within 10 years of the Commencement of Phase One of the Project, then the City may terminate this Agreement by providing written notice of termination to Developer on or prior to the 30<sup>th</sup> day after the completion of the 10 year period provided that any fees collected prior to the date of termination shall be paid to Developer.

4.1.3 Phase Two Public Infrastructure and Improvements. Developer shall construct and complete all alleys, streets, Common Area sidewalks, sanitary sewer and water infrastructure, storm water systems, and other utility infrastructure systems (“**Phase Two Public Improvements**”) that are in Phase Two. The Phase Two Public Improvements shall be designed, constructed, completed, acquired, installed, and dedicated in accordance with: (1) this Agreement; (2) the applicable City Requirements; (3) the PD Ordinance; and (4) the Detailed Plan, provided that the terms of the terms of the PD Ordinance shall supersede any conflicting terms. Neither Phase Two Public Improvements or Phase Two Private Improvements include residences or commercial buildings. City acknowledges that Phase Two Public Improvements and/or Phase Two Private Improvements may be located within Common Area, public rights of way and public easements.

4.1.4 Phase Two Public Improvements shall include, but are not limited to, the following, which will be more particularly described and depicted on the Detailed Plan:

(a) *Alleys, Streets, and Common Area Sidewalks.* The public right-of-way improvements shall include, but are not limited to, ornamental lighting and street signs and related traffic control and directional facilities and improvements.

(b) *Sanitary Sewer and Water and Storm Water Systems.*

(c) *Public Utility Infrastructure Systems.*

4.1.5 Private Improvements. Developer shall construct and complete all of the specified private amenities and open spaces, and certain horizontal improvements (“**Phase Two Private Improvements**”) that are in Phase Two. Private Improvements shall be designed and constructed in accordance with the PD Ordinance, the Detailed Plan, and all applicable City Requirements. In the event of an express conflict between the PD Ordinance and the City Requirements, the PD Ordinance shall control. Nothing in this Agreement shall impose or be interpreted to impose upon the design or construction of the Private Improvements any standards or requirements other than those

in the PD Ordinance, the Detailed Plan, and the applicable City Requirements. Phase Two Private Improvements shall include, but are not limited to, the following, which will be more particularly described on the Detailed Plan and civil engineering documents:

- (a) *Masonry Screening Wall.* Masonry screening walls running along major thoroughfares, Shiloh Road and Buckingham Road to the extent set forth in the Detailed Plan. Wood fences on the perimeter of the Property adjacent to any existing residential subdivisions.
- (b) *Landscape Buffers.* Landscape buffers where lots or streets run adjacent to thoroughfares.

**4.2 Dedication of Public Improvements.** When Public Improvements for Phase Two have been inspected and approved by the City, the Developer shall dedicate the improvements to the City and the City shall accept such dedications. City acceptance shall be evidenced by a written confirmation signed by the City Manager or his designee. Dedications shall be in accordance with applicable City Requirements.

**4.3 City's Obligations.**

4.3.1 The City shall use reasonable efforts to collect from homebuilders and other commercial builders in the Project all building and development fees normally due under City, state or local law. The City agrees to not waive collection of, or reduce the amount of, any building or development fees collectible from homebuilders and other commercial builders within the Project. Phase Two construction fees actually collected by the City, up to a maximum of **\$800,000.00**, shall be remitted to Developer thirty (30) days after Substantial Completion of the Phase Two Public Improvements and thereafter upon receipt on a quarter year basis.

4.3.2 Upon Substantial Completion, the City shall reimburse Developer in an amount equal to, and not to exceed, **\$700,000.00** for Phase Two Public Infrastructure and Improvements. The Developer shall submit evidence of paid receipts and lien waivers by contractors and completion certifications by a licensed engineer. Within 30 days of receipt, City shall reimburse Developer, subject to below subsection 4.3.3, the Actual Costs paid by Developer. Payment by Developer of the Actual Costs to contractors (except in the case of any permitted construction management fee) shall be a condition precedent for reimbursement.

4.3.3 However, notwithstanding any provision contained herein to the contrary, the City shall only be obligated to reimburse Developer for Public Infrastructure for both Phase One and Phase Two of the Project, in an aggregate amount not to exceed **\$3,142,443.00**. Reimbursement payments from the City will be applied on a first completed first paid basis. Once the City has reimbursed Developer **\$3,142,443.00** for Public Infrastructure, the City's reimbursement obligations as to the Public Infrastructure (but not Total Additional Incentives Amount) shall have been fulfilled.

## **5. MISCELLANEOUS PROVISIONS**

**5.1 Interpretation.** In the event of an express conflict between the PD Ordinance and the City Requirements, the PD Ordinance shall control. Nothing in this Agreement shall impose or be interpreted to impose upon the design or construction of the Private Improvements or Public Improvements any standards or requirements other than those in the PD Ordinance, the Detailed Plan, and the applicable City Requirements.

**5.2 Sales and Use Tax Exemption.** The Public Improvements will be dedicated to and accepted and owned by the City; therefore, the costs of materials, supplies, labor, and services to design, construct, acquire, and install the improvements will be exempt under the Texas Tax Code from sales and use taxes levied by the City or any other taxing unit. Upon request from Developer, the City shall provide certifications, and the Developer may structure contracts, to take advantage of such exemption.

**5.3 Representation and Warranties of the City.** The City is a home-rule, Texas municipality with the authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by the City and the performance of its obligations under this Agreement have been duly authorized. To the knowledge and belief of the City: (1) there is no proceeding contesting the authority of the City to perform its obligations under this Agreement; and (2) there is no law, order, rule, or regulation applicable to the City, or provision of the City Charter, that would conflict with the performance by the City of its obligations under this Agreement. This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether at law or in equity.

**5.4 Representations and Warranties of the Developer.** The Developer is a Texas corporation duly organized and validly existing under the laws of the State of Texas, is qualified to do business in the State, and has the legal authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by the Developer and the performance of its obligations under this Agreement, have been duly authorized. To the best knowledge and belief of the Developer: (1) there is no proceeding contesting the authority of the Developer to perform its obligations under this Agreement; and (2) there is no law, order, rule, or regulation applicable to the Developer that would conflict with the performance by the Developer of its obligations under this Agreement. This Agreement constitutes a valid and binding obligation of the Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether at law or in equity.

**5.5 "Buy Garland".** Developer shall use commercially reasonable efforts to purchase its miscellaneous building materials related to the Project (exclusive of offsite or onsite fabrication and equipment) within the corporate limits of Garland, Texas, the intent being that the economic benefits of the Project are distributed throughout the City by increasing sales as related to the Project. Notwithstanding the foregoing, Developer is not obligated to purchase building materials within the corporate limits of Garland, Texas at above-market or higher than commercially reasonable rates (i.e., Developer can accept the lowest responsive bid or quote

regardless of the location of the materials) or in lesser quantities than required by the Project, even if that lesser quantity is the lowest bid or quote.

**5.6 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:

5.6.1 The masculine shall include the feminine and neuter.

5.6.2 References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.

5.6.3 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.

5.6.4 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.

5.6.5 Unless expressly provided otherwise in this Agreement, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

5.6.6 Use of the words "include" or "including" or similar words shall be interpreted as "including but not limited to" or "including, without limitation."

5.6.7 The recitals to this Agreement are incorporated herein.

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

**5.8 Remedies.** Unless a specific remedy and associated cure period is set forth elsewhere in this Agreement, in the event of event of default by Developer, the City, as its sole

remedy, may terminate all commitments of City under this Agreement after providing the Developer written notice of such default and 90 days to cure such default. If any event of default by the City exists, except as relates to a monetary default or a default to timely issue permits or approvals for which there shall be no cure periods, Developer shall provide written notice of such default to the City; then, the City shall have 90 days to cure such default. In the event the City is not able to cure such default, Developer may pursue such remedies available to it by law or equity, including, specific performance.

## **5.9 Dispute Resolution and Step Negotiations.**

5.9.1 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 Rules of Evidence and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

5.9.2 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 5.9.2, such dispute shall be submitted to non-binding mediation to a Person mutually agreed by the Parties. If the parties are unable to agree upon a mediator, then they shall seek a court order appointing a mediator. 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.

5.9.3 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).

**5.10 Jurisdiction and Venue.** City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other party. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICT RULES. EACH OF SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION ARISING OUT OF MATTERS RELATED TO THIS AGREEMENT, WHICH WAIVER IS INFORMED AND VOLUNTARY.

**5.11 Audits.** Each Party has the right, at its sole expense, during normal working hours and upon thirty days' written notice to examine copies of the relevant portions of the records of the other Party to the extent reasonably necessary to verify the accuracy of any invoice, charge or calculation made pursuant to this Agreement within the twelve (12) month period immediately preceding such notice. Neither Party shall have the right to conduct such an audit more than once during any given twelve (12) month period. If any such examination reveals any inaccuracy in any invoice or calculation, the necessary adjustments in such invoice or calculation, and the payment of any adjustment thereto, shall be paid, with interest at the interest rate provided by the Texas Prompt Payment Act calculated from the date the overpayment or underpayment was made until paid, by the responsible Party within thirty days after it receives an invoice from the other Party setting forth in reasonable detail the calculation of such adjustments.

**5.12 Accommodation of Financing Parties.** To facilitate the Developer in obtaining 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 Developer or the Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects, or could reasonably be expected to have or result in a material adverse effect on, any of City's rights, benefits, risks or obligations under this Agreement. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties, and provided by City, pursuant to this Section 5.12; provided, the City's reasonable fees and expenses of outside counsel shall be capped at \$3,500.00 per request.

**5.13 Support for Creation of TIRZ.** Developer agrees to support efforts by the City to establish a Tax Increment Re-Investment Zone (TIRZ), which will be inclusive of the Property provided that the Developer shall not be obligated to incur any liability or cost related to the support. To facilitate the City in establishing the TIRZ, Developer will make reasonable efforts to provide any approvals, authorizations, representations, information, or other documents as

may be reasonably requested by City in connection with the creation of the TIRZ, so long as such documents do not impose any material liability on Developer.

**5.14 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.

**5.15 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 may be assigned by the Developer without City consent (i) to Wilbow-Garland Development Corporation so long as Wilbow-Garland Development Corporation acquires the Property, and (ii) to a third party lender for collateral security purposes to aid in providing financing for the Project. Any affiliate assignee shall assume all obligations and rights under this Agreement. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not otherwise be assigned, in whole or in part, without the express written consent of the City, which shall not be unreasonably withheld. Any assignee shall be obligated for performance (and be entitled to all rights) under the terms of this Agreement, and the Developer shall have no remaining rights or obligations under this Agreement after the date of assignment. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or performance by a party with whom Developer or its affiliates contract shall be deemed to be performance by Developer. City has no right to assign this Agreement without Developer's written consent.

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

**5.17 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.

**5.18 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 or email (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  
Garland TX 75040  
Attn: City Manager  
Phone: (972) 205-2000  
Fax: (972) 205-2504

With a required copy to:

Mr. Brad Neighbor  
City Attorney  
200 N. Fifth Street  
Fourth Floor  
Garland TX 75046  
Phone: (972) 205-2380  
Fax: (972) 205-2389  
bneighbo@ci.garland.tx.us

If to Developer:

c/o Wilbow Corporation  
4131 N. Central Expressway  
Suite 990, Lockbox 13  
Dallas, TX 75204  
Attention: Chas Fitzgerald  
Phone: (972) 479-0697  
E-mail: cfitz@wilbowusa.com

Watson Law Group, PLLC  
4925 Greenville Ave, Suite 717,  
P.O. Box 99  
Dallas, Texas 75206  
Telephone: (214) 810-5914  
Attention: Michael ("Monty")  
Watson  
Phone: 214-810-5914

**5.19 Employment of Undocumented Workers.** During the term of this Agreement the Developer agrees not to knowingly employ any undocumented workers. The Developer is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee of the Developer or by a person with whom the Developer contracts.

**5.20 Non-Collusion.** Developer represents and warrants that neither Developer nor anyone on Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee,

agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

**5.21 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.

**5.22 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.

*[Signature Pages to follow]*

Executed and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

**DEVELOPER**

**WPC ACQUISITIONS INC**, a Texas  
corporation

By:  
Name:  
Title:

Executed and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY**  
**City of Garland,**  
**a Texas home-rule municipality**

By: \_\_\_\_\_  
Name: Douglas Athas  
Title: Mayor

**List of Exhibits**

|           |                             |
|-----------|-----------------------------|
| Exhibit A | Description of the Property |
| Exhibit B | Depiction of the Property   |
| Exhibit C | Concept Plan                |
| Exhibit E | Phase Demarcation Graphic   |



**Exhibit A**  
**Description of the Wyrick Tract**

**BEING** All that certain tract or parcel of land being situated in the Levi Turner Survey, Abstract No. 1487, City of Garland, Dallas County, Texas, and being:

All of the remainder of a called 49.862 acre tract conveyed to Marilyn Wyrick Ingram (an undivided 1/2 interest) and Phyllis Wyrick Patterson (an undivided 1/2 interest) as evidenced by Executor's Deed recorded in Volume 2001152, Page 1851, Deed Records of Dallas County, Texas, and being the same as the remainder of a called 53-5/12 acre tract described as "FIRST TRACT" in the Warranty Deed to Maydell C. Wyrick recorded in Volume 4208, Page 281, said Deed Records,

And all of the remainder of a called 50 acre tract conveyed to Marilyn Wyrick Ingram (an undivided 1/2 interest) and Phyllis Wyrick Patterson (an undivided 1/2 interest) as evidenced by Gift Deeds recorded in Volume 90169, Page 3886, and in Volume 91039, Page 1335, said Deed Records, and being the same as the remainder of a called 53-2/3 acre tract described as "SECOND TRACT" in the Warranty Deed to Maydell C. Wyrick recorded in Volume 4208, Page 281, said Deed Records,

And all of the portion of the 60 foot wide Old Shiloh Road right-of-way abandoned by City of Garland Ordinance No. 2294,

And being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southeast corner of the herein described tract of land on the southerly line of said 50 acre tract, at the southwest corner of a called 0.61 acre tract of land described as Tract No. 3 in the deed to City of Garland, recorded in Volume 73130, Page 1652, said Deed Records, common to the northeast corner of Wood Bend Addition, an addition to the City of Garland according to the plat thereof recorded in Volume 79099, Page 1327, said Deed Records, and on the northerly line of a called 15 foot wide alley running east-west according to said plat of Wood Bend Addition, and on the westerly right-of-way line of Shiloh Road, a called 100 foot wide public right-of-way at this point;

**THENCE** South 88°49'32" West, along the southerly line of said 50 acre tract, and along the northerly line of said 15 foot wide east-west ally, and along the northerly line of said Wood Bend Addition, a distance of 1709.26 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 50 acre tract, common to the southeast corner of Buckingham South No. 1, an addition to the City of Garland, according to the plat thereof recorded in Volume 70018, Page 1722, said Deed Records, and on the easterly line of a called 15 foot wide alley running north-south according to said plat of Buckingham South No. 1, and from which a 1/2-inch iron rod found at the northwest corner of Lot 2 in Block 13 of said Wood Bend Addition, common to the northeast corner of Lot 1, in Block 13 of said Wood bend Addition, bears South 81°17'28" West, a distance of 35.06 feet;

**THENCE** North 0°49'06" West, along the westerly lines of said 49.862 acre tract and said 50 acre tract, and along the easterly line of said 15 foot wide north-south alley, and along the easterly line of said Buckingham South No. 1 addition, passing en route at a distance of 2267.26 feet a 3/4-

inch iron rod found for witness at the northeast corner of said 15 foot wide north-south alley, common to the southeast corner of Lot 10 in Block 13 of said Buckingham South No. 1 addition, and continuing on said course and passing en route at a distance of 2449.72 feet a 1/2-inch iron rod found for witness at the northeast corner of said Lot 10, and on the easterly right-of-way line of Potomac Drive, a 60 foot wide public right-of-way, and continuing on said course along the easterly right-of-way line of said Potomac Drive, a total distance of 2622.66 feet to a 5/8-inch iron rod set for the northwest corner of the herein described tract of land, common to the northeast corner of said Buckingham South No. 1 addition, common to the southwest corner of a called 1.22 acre tract of land described as Tract No. 1 in the deed to City of Garland, recorded in Volume 73130, Page 1652, said Deed Records, and common to the southeast corner of a called 1.02 acre tract of land described in the deed to County of Dallas recorded in Volume 2233, Page 460, said Deed Records, and at the intersection of the easterly right-of-way line of said Potomac Drive and the southerly right-of-way line of Buckingham Road, a called 100 foot wide public right-of-way at this point;

**THENCE** North 89°08'10" East, along the southerly line of said 1.22 acre tract, and along the southerly right-of-way line of Buckingham Road, a distance of 778.24 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

**THENCE** South 88°41'50" East, continuing along the southerly line of said 1.22 acre tract, and the southerly right-of-way line of Buckingham Road, a distance of 232.19 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northwest corner of Lot 1, Block 1 of Abbey's First Addition, an addition to the City of Garland according to the plat thereof recorded in Volume 95182, Page 4643, said Deed Records, from which a 1/2-inch iron rod found for witness bears North 23°11' West, a distance of 0.3 feet;

**THENCE** South 1°22'54" West, along the westerly line of said Lot 1, Block 1 of Abbey's First Addition, a distance of 99.80 feet to a 1/2-inch iron rod with plastic cap stamped "R.L.G." found for corner;

**THENCE** South 88°37'06" East, along the southerly line of said Lot 1, Block 1 of Abbey's First Addition, a distance of 60.00 feet to a 1/2-inch iron rod with plastic cap stamped "R.L.G." found for corner;

**THENCE** North 1°22'54" East, along the easterly line of said Lot 1, Block 1 of Abbey's First Addition, a distance of 99.88 feet to a 1/2-inch iron rod found for corner on the southerly line of said 1.22 acre tract and on the southerly right-of-way line of Buckingham Road;

**THENCE** South 88°41'50" East, along the southerly line of said 1.22 acre tract, and along the southerly right-of-way line of Buckingham Road, a distance of 0.70 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the right having a central angle of 17°58'56", a radius of 808.16 feet, a chord bearing and distance of South 79°42'22" East, 252.60 feet;

**THENCE** in a southeasterly direction, continuing along the southerly line of said 1.22 acre tract, and the southerly right-of-way line of Buckingham Road, and with said curve to the right, an arc distance of 253.64 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the

beginning of a reverse curve to the left having a central angle of  $14^{\circ}33'37''$ , a radius of 1047.12 feet, a chord bearing and distance of South  $77^{\circ}59'43''$  East, 265.39 feet;

**THENCE** in a southeasterly direction, continuing along the southerly line of said 1.22 acre tract, and the southerly right-of-way line of Buckingham Road, and with said curve to the left, an arc distance of 266.10 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the southeast corner of said 1.22 acre tract on the westerly line of a called 3.78 acre tract of land described in the deed to County of Dallas, recorded in Volume 2241, Page 150, said Deed Records;

**THENCE** South  $3^{\circ}26'41''$  West, along the westerly line of said 3.78 acre tract, a distance of 10.63 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the northwest corner of the portion of the 60 foot wide Old Shiloh Road right-of-way abandoned by City of Garland Ordinance No. 2294;

**THENCE** South  $86^{\circ}33'19''$  East, crossing said 3.78 acre tract, along the northerly line of said Old Shiloh Road right-of-way abandonment, and along the southerly right-of-way line of Buckingham Road, a distance of 60.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the northeast corner of said Old Shiloh Road right-of-way abandonment, common to the southwest corner of a called 0.34 acre tract of land described as Tract No. 2 in the deed to City of Garland, recorded in Volume 73130, Page 1652, said Deed Records;

**THENCE** South  $89^{\circ}52'35''$  East, along the southerly line of said 0.34 acre tract, and along the southerly right-of-way line of Buckingham Road, a distance of 144.38 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner on the easterly line of said 49.862 acre tract, and on the westerly right-of-way line of said Shiloh Road;

**THENCE** South  $0^{\circ}21'04''$  East, along the easterly line of said 49.862 acre tract, and along the westerly right-of-way line of said Shiloh Road, a distance of 54.61 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner on the northerly line of a called 5.32 acre tract of land described in the deed to City of Garland, recorded in Volume 73044, Page 430, said Deed Records;

**THENCE** North  $89^{\circ}50'04''$  West, departing the easterly line of said 49.862 acre tract, and crossing said 49.862 acre tract along the northerly line of said 5.32 acre tract, a distance of 11.84 feet to a point for the northwest corner of said 5.32 acre tract at or near the center of Duck Creek;

**THENCE** along the westerly line of said 5.32 acre tract, and along the westerly right-of-way line of Shiloh Road, and along or near the center of Duck Creek, the following four (4) courses:

1. South  $6^{\circ}59'56''$  West, a distance of 175.60 feet to a point for corner;
2. South  $17^{\circ}50'56''$  West, a distance of 255.50 feet to a point for corner;
3. South  $16^{\circ}53'04''$  East, a distance of 217.00 feet to a point for corner;
4. South  $41^{\circ}11'04''$  East, a distance of 80.06 feet to a point for corner on the easterly line of said 49.862 acre tract, and at the northerly corner of a called 0.99 acre tract of land described in the deed to City of Garland, recorded in Volume 73003, Page 1651, said Deed Records;

**THENCE** South 0°21'04" East, along the easterly line of said 49.862 acre tract, and along the westerly line of said 0.99 acre tract, and along the westerly right-of-way line of Shiloh Road, a distance of 148.02 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northeast corner of a called 0.03 acre tract of land described as Tract No. 4 in the deed to City of Garland, recorded in Volume 73130, Page 1652, said Deed Records;

**THENCE** South 80°12'19" West, departing the easterly line of said 49.862 acre tract, and crossing said 49.862 acre tract along the northerly line of said 0.03 acre tract, a distance of 31.51 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner on the easterly line of aforesaid 3.78 acre tract, and on the easterly line of the aforesaid 60 foot wide Old Shiloh Road right-of-way, and at the beginning of a non-tangent curve to the left having a central angle of 8°08'56", a radius of 849.10 feet, a chord bearing and distance of North 25°51'31" West, 120.66 feet;

**THENCE** along the easterly line of said 3.78 acre tract, and along the easterly line of the 60 foot wide Old Shiloh Road right-of-way, the following three (3) courses:

1. In a northwesterly direction, with said curve to the left, an arc distance of 120.76 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a reverse curve to the right having a central angle of 33°22'40", a radius of 686.30 feet, a chord bearing and distance of North 13°14'39" West, 394.18 feet;
2. In a northwesterly direction, with said curve to the right, an arc distance of 399.81 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the end of said curve;
3. North 3°26'41" East, a distance of 158.62 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southeast corner of aforesaid Old Shiloh Road right-of-way abandonment;

**THENCE** North 86°32'59" West, crossing said 3.78 acre tract, along the southerly line of aforesaid Old Shiloh Road right-of-way abandonment, a distance of 60.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said Old Shiloh Road right-of-way abandonment and on the westerly line of said 3.78 acre tract and the westerly line of the said 60 foot wide Old Shiloh Road right-of-way;

**THENCE** along the westerly line of said 3.78 acre tract, and along the westerly line of the said 60 foot wide Old Shiloh Road right-of-way, the following three (3) courses:

1. South 3°26'41" West, a distance of 158.63 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the left having a central angle of 33°22'40", a radius of 746.30 feet, a chord bearing and distance of South 13°14'39" East, 428.64 feet;
2. In a southeasterly direction, with said curve to the left, an arc distance of 434.76 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a reverse curve to the right having a central angle of 21°38'33", a

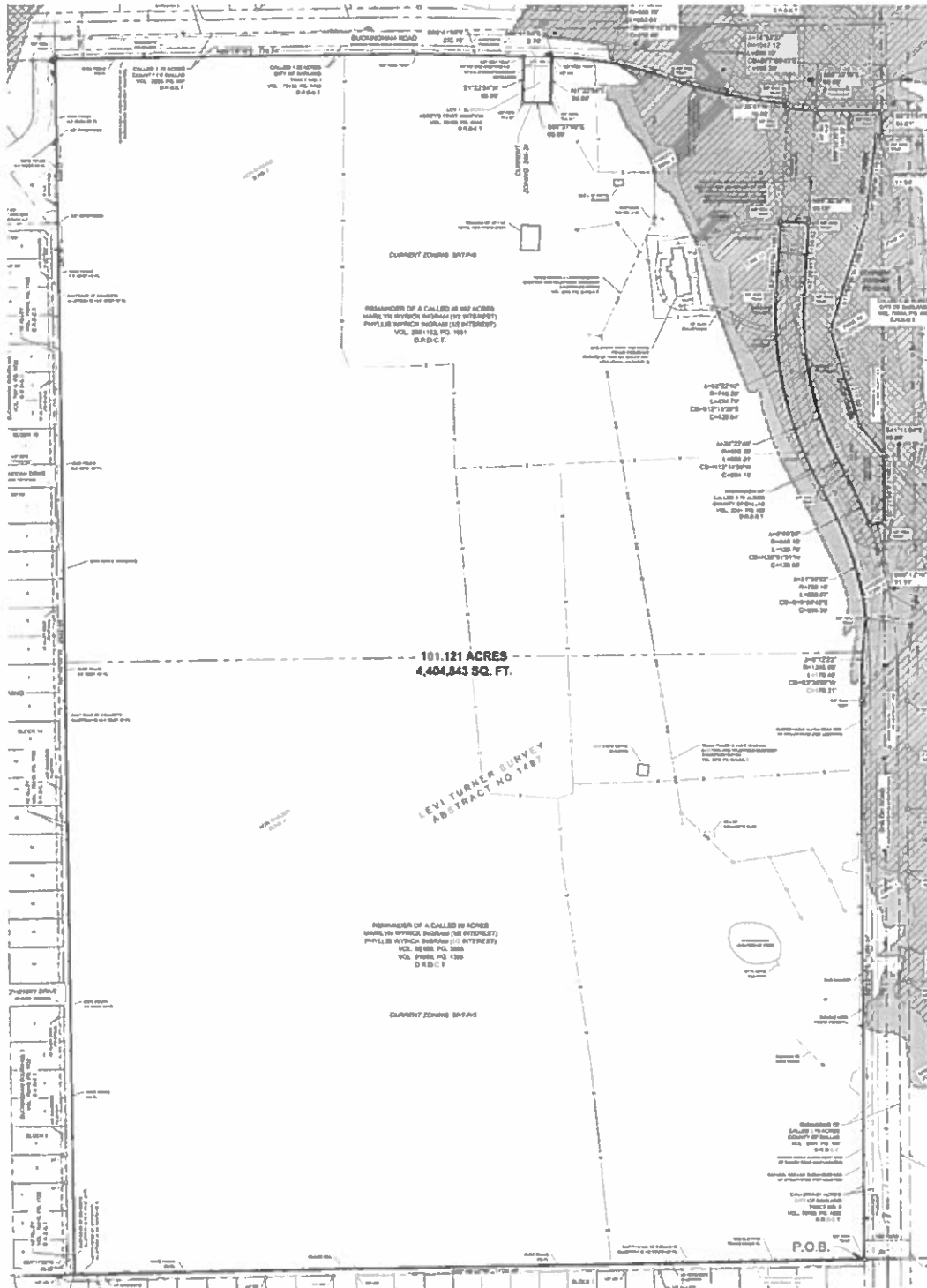
radius of 789.10 feet, a chord bearing and distance of South 19°06'42" East, 296.30 feet;

3. In a southeasterly direction, with said curve to the right, an arc distance of 298.07 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northerly corner of a called 0.61 acre tract of land described as Tract No. 3 in the deed to City of Garland, recorded in Volume 73130, Page 1652, said Deed Records, and at the beginning of a non-tangent curve to the left having a central angle of 8°12'23", a radius of 1245.98 feet, a chord bearing and distance of South 3°38'02" West, 178.31 feet, and on the westerly right-of-way line of said Shiloh Road;

**THENCE** in a southwesterly direction, along the westerly line of said 0.61 acre tract, and along the westerly right-of-way line of said Shiloh Road, and with said curve to the left, an arc distance of 178.46 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the end of said curve;

**THENCE** South 0°23'18" East, continuing along the westerly line of said 0.61 acre tract, and the westerly right-of-way line of said Shiloh Road, a distance of 1204.97 feet to the POINT OF BEGINNING and containing 101.121 acres (4,404,843 square feet) of land, more or less.

# **Exhibit B** **Depiction of the Wyrick Tract**





## CONCEPT PLAN





## PHASING DEMARCATION GRAPHIC



**Exhibit E**  
**DETAILED PLAN**





**GARLAND  
CITY COUNCIL ITEM SUMMARY SHEET**

**City Council Regular Session Agenda**

**4.a.**

**Meeting Date:** May 2, 2017

**Item Title:** Public Hearing - 2017/2018 CDBG, HOME and ESG Funding

**Submitted By:** Mona Woodard, Neighborhood Services Administrator

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**Summary of Request/Problem**

At the May 1, 2017 Work Session, Council was provided information regarding anticipated available funding and applications received for CDBG, HOME and ESG 2017-2018 budget year. As part of the review process, a public hearing is needed to obtain comments from any interested parties.

**Recommendation/Action Requested and Justification**

Hold a public hearing to obtain comments from interested parties.

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## **GARLAND PLANNING REPORT**

### **City Council Regular Session Agenda**

**4.b.**

**Meeting Date:** May 2, 2017

**Item Title:** Z 17-04 Skorborg Company (District 1)

**Submitted By:** Josue De La Vega, Development Planner

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### **REQUEST**

Approval of 1) a change of zoning from Planned Development (PD) District 01-03 for Limited Community Retail Uses to a Planned Development (PD) District for Single-Family Attached (Townhouse) Uses, 2) a Detail Plan for Dwelling, Single-Family Attached (Townhouse) and 3) an Alley Waiver.

### **OWNER**

Garland FB LP

### **PLAN COMMISSION RECOMMENDATION**

On April 10, 2017 the Plan Commission, by a vote of six (6) to zero (0), recommended denial of: 1) a change of zoning from Planned Development (PD) District 01-03 for Limited Community Retail Uses to a Planned Development (PD) District for Single-Family Attached (Townhouse) Uses, 2) a Detail Plan for Dwelling, Single-Family Attached (Townhouse) and 3) an Alley Waiver.

### **STAFF RECOMMENDATION**

While staff is generally favorable of a zone change to allow for townhouses under a base zoning of Single-Family Attached (SF-A), as such a change complies with the Envision Garland Plan's Future Land Use Map and may provide an appropriate transition of development types between single-family detached development and arterial commercial development; and while the establishment of a Planned Development (PD) and accompanying Detail Plan through a public hearing process is appropriate to ensure predictability of the proposed design as it relates to the compatibility with the surrounding neighborhoods, staff has concerns about the proposed Detail Plan as presented. Staff recommends the below changes and conditions to the Detail Plan. If these conditions cannot be met by the applicant, staff's recommendation is to deny the application as presented.

- The addition of a Planned Development (PD) condition as detailed in item No. 11 under Considerations regarding architectural elements;

- The application of the development standards in Section 4.84(C)(3)(a) and 4.84(C)(3)(b) of the Garland Development Code regarding architectural relief and the minimum number of elevations;
- The addition of a Planned Development (PD) condition as detailed in item No. 13 under Considerations regarding roof ridgelines;
- The addition of a Planned Development (PD) condition requiring a masonry screening wall between the proposed townhouse development and the commercial-zoned and commercial-developed properties as detailed in item No. 14 under Considerations; and
- The addition of a Planned Development (PD) condition stating that attached meter boxes shall be placed within side or rear yards.

## **BACKGROUND**

In 2001 City Council approved Planned Development (PD) District 01-03 and a Concept Plan (Exhibit F) to allow the development of a shopping center subject to approval of a subsequent Detail Plan. However, a Detail Plan has not been proposed and the shopping center has not come to fruition. The applicant proposes a change of zoning to a Planned Development (PD) District along with a Detail Plan that would allow the construction of a townhouse development on the subject property.

During the March 13, 2017 Plan Commission meeting, the Commission, by a vote of seven (7) to zero (0) postponed the request to the April 10, 2017 Plan Commission meeting to allow the applicant time to make revisions that would address the Commission's concerns raised during the meeting.

The proposed Detail Plan, landscape plan and elevation(s) have remained unrevised.

## **SITE DATA**

Currently the subject property consists of approximately 12 acres. The site has approximately 1,635 linear feet of frontage along Crist Road and approximately 640 linear feet of frontage along Foster Road. The townhouse development would be accessed from two entry points along Crist Road.

## **-- USE OF PROPERTY UNDER CURRENT ZONING**

Planned Development (PD) District 01-03 limits the list of allowable land uses on the subject property to those land uses permitted in Community Retail District. A townhouse development is not permitted; therefore, a change of zoning is required.

## **CONSIDERATIONS**

### Detail Plan (Exhibit C)

1. The proposed development will consist of ninety (90) residential lots and five (5) HOA lots where an open common area, screening fence along Crist Road, and other site features will be located.
2. For the layout reflected on the Detail Plan to work, the Foster Road right-of-way will have to be abandoned as shown on the Detail Plan. In the event that the abandonment of Foster Road right-of-way is not secured, the Detail Plan would need to be revised through a public hearing process.
3. A traffic impact analysis (TIA) was not required by the Transportation Department; however, as part of the proposed townhouse development a forty-foot right-of-way, along that portion of Crist Road fronting the subject property, will be dedicated on a subsequent plat.
4. Table 2-4 of the Garland Development Code establishes minimum standards for the Single-Family Attached (Townhouse) District including density, setbacks, dwelling unit area, lot dimensions, lot coverage and building height. The proposed Planned Development (PD) District and Detail Plan will meet or exceed the minimum standards in Table 2-4.
5. The proposed townhouse development is subject to Special Standards stipulated in the Garland Development Code. The Special Standards include but are not limited to special setbacks, parking, common areas and amenities. The layout reflected on the Detail Plan complies with the Special Standards.

The proposed landscape layout (Exhibit D) complies with the applicable screening and landscape regulations of the Garland Development Code.

### Alley Waiver:

1. The residential lots within the townhouse development would front a 50-foot right-of-way with access to each lot limited to the front. The applicant seeks an alley waiver from City Council for this development. Section 3.80 of the Garland Development Code requires every lot in a residential subdivision with two or more lots to be served by an alley at the rear, or, if a corner lot, at the rear or one side. Alleys are utilized to facilitate drainage for the subdivision development, provide an area for the placement of utilities, and to provide rear access to a single-family lot. As reflected on the Detail Plan, alleys are not proposed

for this development, as all lots would have front vehicular access only and utilities and drainage would be provided through easements. The Engineering Department has reviewed the plans and has indicated the layout is conducive to providing adequate drainage while meeting the City's requirements.

Deviations from Development Standards:

8. To mitigate the visual impact of street-facing garages, Section 4.84(C)(2) of the Garland Development Code requires one of the two following designs for front entry properties:

- "J" drives; or
- Offset front entry with the garage door setback at least five feet behind the front building line.

The applicant proposes a Planned Development (PD) condition to forego both above standards.

9. To prevent unarticulated, monolithic, or broad-flat walls on dwelling units, Section 4.84(C)(3)(a) of the Garland Development Code states that no façade of a dwelling unit facing a public street or any portion of an interior side or rear façade above the first story of a dwelling unit may contain a flat, unarticulated or interrupted wall length of greater than twenty percent of the horizontal length of the façade. Any such façade section must contain an offset of at least two or more feet.

The applicant proposes a Planned Development (PD) condition to forego the aforesaid design standard.

10. To prevent the "cookie cutter" effect, where each front facade in a subdivision lacks the distinguishing characteristics, Section 4.84(C)(3)(b) of the Garland Development Code stipulates that the front building elevation of a dwelling must not be duplicated on the three adjacent dwelling units on both sides, or on the four dwelling units directly across the street.

The applicant proposes a Planned Development (PD) condition to forego the above mentioned design standard.

Staff Recommendations:

11. The visual impact and visual dominance of the street-facing garages is even more evident in the proposed townhouse development where most of the residential lots will face towards the front of another residential lot and where residential lots are considerably narrower than the residential lots on a single-family detached subdivision. Therefore, it becomes even more imperative to enhance the aesthetics of the garage facades; towards that objective staff recommends including the following Planned Development (PD) condition:

*Each garage shall incorporate at least two of the following architectural elements:*

- *sconce lighting*
- *decorative banding or moldings*
- *decorative overhangs above garage doors*
- *windows/openings on garage doors*

- *eyebrow soldier course over garage doors*
- *decorative vent covers on gable above garage*

*Additionally, each garage shall incorporate at least two of the following architectural elements:*

- *two-car garage with split single doors*
- *garage arches*
- *detailed garage door designs with decorative brackets*
- *carriage garage door appearance*
- *columns flanking garage doors*

12. The provisions in Section 4.84(C)(3)(a) and 4.84(C)(3)(b) of the Garland Development Code (see item #9 and #10 above) were incorporated into the Garland Development Code as minimum standards to prevent the development of poorly designed elevations and monotonous street-facing facades. The applicability of these two sections is essential in ensuring a certain level of architectural value from the proposed development; therefore, staff recommends upholding Section 4.84(C)(3)(a) and 4.84(C)(3)(b) of the Garland Development Code.
13. Each townhouse structure will have no fewer than three and no more than six attached units; therefore, attention to the design and articulation of the ridgeline of roofs is important to provide a distinctive architectural character to each dwelling unit and prevent the appearance of an apartment complex. To accomplish a well-articulated ridgeline that offers a distinctive appearance to each unit, staff recommends a Planned Development (PD) condition that stipulates the following:
  - The ridgeline of the roofs of two adjacent townhouse units shall not have the same height. The ridgeline of two adjacent townhouse units shall be articulated by increasing the height of one of the two ridgelines by at least three (3) feet.
14. The Garland Development Code does not require screening between townhouse developments and commercial developments. However, the proposed Detail Plan presents a layout where Lots 2 through 42 of Block A border the rear of commercial zoned properties that are already developed with commercial buildings or can be developed with commercial buildings.

The applicant proposes two parallel six-foot tall, board-on-board wood fences with steel posts to screen the residential lots and HOA lots from the adjacent commercial zoned properties and the rear of commercial developments. Although the proposed fences provide a level of screening, staff finds that these fences do not provide significant architectural value or the same durability and quality as masonry screening. Therefore, staff recommends, in lieu of the proposed board-on-board wood fences, a minimum six-foot tall, and maximum eight-foot tall masonry wall, along the rear property lines of Lots 2 through 42 of Block A. The wall should be constructed of brick or stone, in accordance with the City's Technical Standards, or a simulated product with the appearance of hand-laid brick or stone with the same structural integrity of the City's standard screening wall details.

## COMPREHENSIVE PLAN

The Envision Garland Plan designates the subject property as Compact Neighborhoods. Compact Neighborhoods provide areas for moderate increases in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns. The Compact Neighborhood development type is primarily characterized as moderate residential (between six and twelve dwelling units per acre).

### **COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES**

The properties to the east and to the south of the subject property are zoned for Single-Family Uses; these properties are developed with residential neighborhoods. The properties to the north and to the west of the subject property are zoned for Light Commercial and Community Retail Uses; these properties front Lavon Drive and are developed with a mix of commercial uses that range from restaurants to retail.

A townhouse development will expand housing options through infill; its location and how it relates to the surrounding land uses position the proposed townhouse development to serve as a logical transition from the single-family residential neighborhoods to the east and the commercial properties along Lavon Drive. Hence, there is significant relevance of this site from a zoning and planning perspective and the plausible impact this development can have on the surrounding properties, which emphasizes the importance of ensuring the proposed townhouse development adds character and value to the surrounding area through distinctive architecture and long-lasting materials.

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### **Attachments**

Z 17-04 Skorburg Company Attachments

Z 17-04 Skorburg Company Responses

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## **PLANNED DEVELOPMENT CONDITIONS**

### **ZONING FILE Z 17-04**

- I. Statement of Purpose:** The purpose of this Planned Development is to approve a Detail Plan for Dwelling, Single-Family Attached (Townhouse).
- 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 Single-Family Attached (Townhouse) (SF-A) 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 conform with the Detail Plan set forth in Exhibit C; however, in the event of conflict between the Detail Plan and the written conditions, the written conditions shall apply.

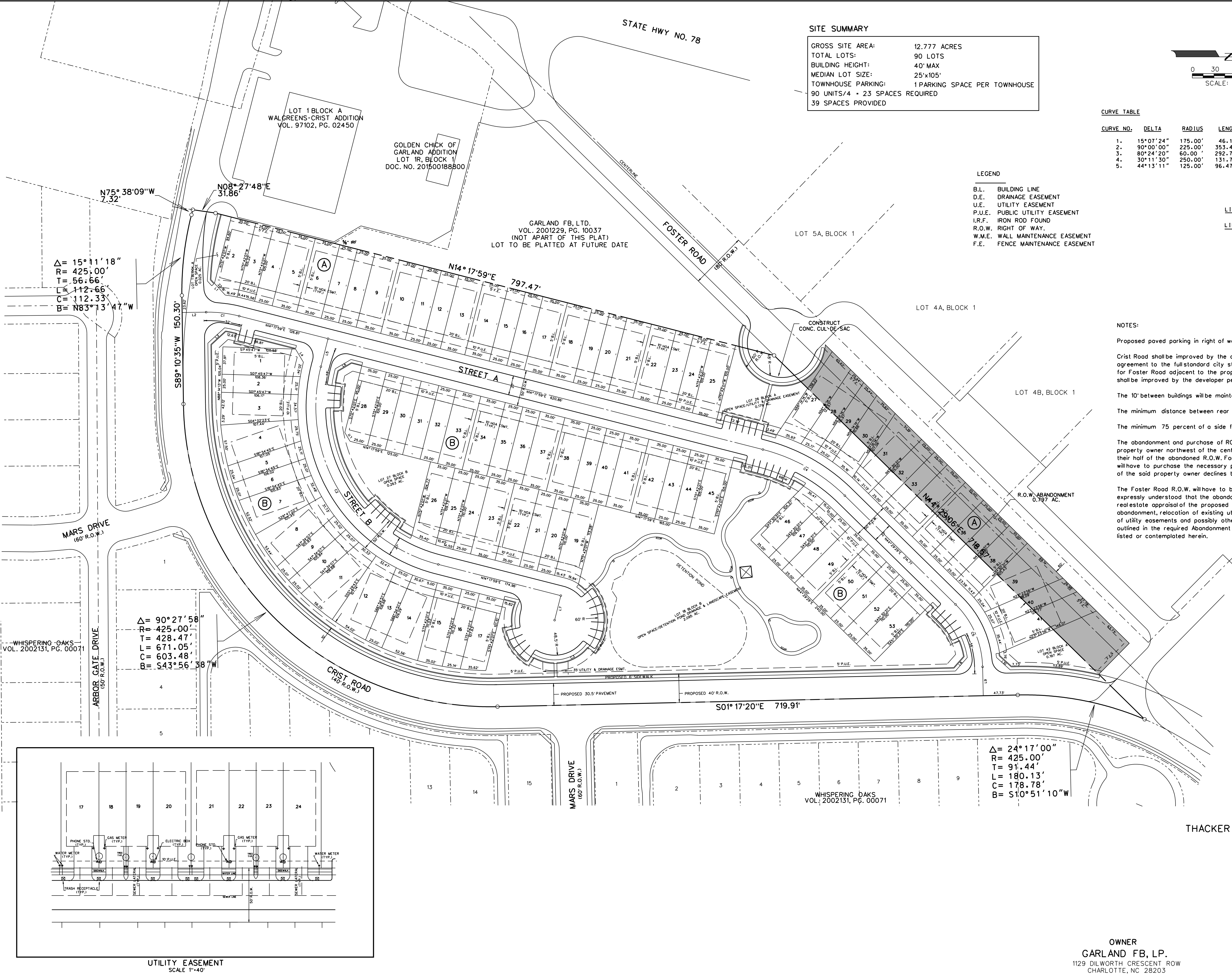
**V. Specific Conditions:**

- A. Permitted Uses:** Only Dwelling, Single-Family Attached (Townhouse) is permitted.
- B. Minimum Lot Area:** The minimum lot area is 2,200 square feet.
- C. Minimum Lot Width:** The minimum lot width is twenty-five (25) feet for internal lots and thirty (30) feet for end lots.
- D. Garages/Alleys:** Front-entry garages shall be allowed. Alleys shall not be required with this development.
- E. Special Setback:**
- Front yard: twenty (20) feet.
- Rear yard: ten (10) feet.

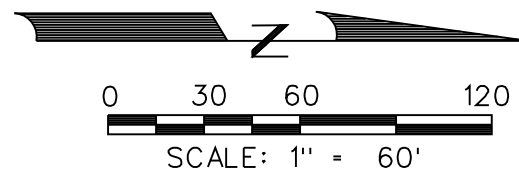
- F. Minimum Dwelling Unit Size: The minimum dwelling unit size shall be 1,400 square feet.
- G. Exterior Materials: Building materials on each elevation of the exterior walls and chimneys excluding doors, windows and gables shall be composed of at least eighty (80) percent brick or stone, or a combination of brick and stone.
- H. Front Façade Setbacks: Street-facing garages shall not be required to be setback from the main façade. The main façade shall be permitted to be setback a maximum of 5 feet from the face of the garages.
- I. Driveways: "J" drives shall not be required for front-entry garages.
- J. Additional Architectural Elements: Each garage shall incorporate the following architectural elements:
- Decorative overhangs above garage doors
  - Columns flanking garage doors
  - Decorative bandings or moldings
- K. Architectural Relief: Architectural relief as stipulated in Section 4.84(C)(3)(a) of the Garland Development Code shall not be required in this development.
- L. Minimum Number Of Elevations: The front façade variations stipulated in Section 4.84(C)(3)(b) of the Garland Development Code shall not be required in this development.
- M. Elevations: Building elevations shall be in general conformance with the elevations set forth in Exhibit E.
- N. Screening From Non-Residential Zoned Properties: The side and rear yards of residential lots and HOA lots shall be screened from non-residential zoned properties with two parallel six-foot tall, board-on-board wood fences with steel posts.
- O. Screening and Landscaping: Screening and Landscaping shall be in general conformance with the Landscape Plan set forth in Exhibit D.
- P. Homeowners Association: A homeowners association

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

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



| SITE SUMMARY       |                               |
|--------------------|-------------------------------|
| GROSS SITE AREA:   | 12.777 ACRES                  |
| TOTAL LOTS:        | 90 LOTS                       |
| BUILDING HEIGHT:   | 40' MAX                       |
| MEDIAN LOT SIZE:   | 25'x105'                      |
| TOWNHOUSE PARKING: | 1 PARKING SPACE PER TOWNHOUSE |
| 90 UNITS/4         | 23 SPACES REQUIRED            |
| 39 SPACES PROVIDED |                               |



| CURVE NO. | DELTA     | RADIUS  | LENGTH  | TANGENT | CHORD   | BEARING     |
|-----------|-----------|---------|---------|---------|---------|-------------|
| 1.        | 15°07'24" | 175.00' | 46.19'  | 23.23'  | 46.06'  | N06°44'17"E |
| 2.        | 90°00'00" | 225.00' | 353.43' | 225.00' | 318.20' | N59°17'59"E |
| 3.        | 80°24'20" | 60.00'  | 292.79' | ---     | 77.46'  | N25°54'12"W |
| 4.        | 30°11'30" | 250.00' | 131.74' | 67.44'  | 130.22' | N29°23'44"E |
| 5.        | 44°13'11" | 125.00' | 96.47'  | 50.78'  | 94.10'  | N66°36'04"E |

| LEGEND |                            |
|--------|----------------------------|
| B.L.   | BUILDING LINE              |
| D.E.   | DRAINAGE EASEMENT          |
| U.E.   | UTILITY EASEMENT           |
| P.U.E. | PUBLIC UTILITY EASEMENT    |
| I.R.F. | IRON ROD FOUND             |
| R.O.W. | RIGHT OF WAY               |
| W.M.E. | WALL MAINTENANCE EASEMENT  |
| F.E.   | FENCE MAINTENANCE EASEMENT |

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE NO.   | BEARING       | DISTANCE |
| 1.         | S 47°19'50" W | 29.10'   |
| 2.         | N 00°49'25" W | 33.22'   |
| 3.         | S 42°26'25" E | 26.75'   |
| 4.         | N 59°17'59" E | 21.21'   |
| 5.         | S 75°42'01" E | 40.00'   |
| 6.         | S 30°42'01" E | 21.21'   |
| 7.         | S 75°42'01" E | 35.00'   |
| 8.         | S 48°32'00" E | 20.43'   |
| 9.         | S 88°42'40" W | 40.00'   |
| 10.        | S 42°18'38" W | 21.75'   |
| 11.        | S 59°17'59" W | 14.14'   |

NOTES:

Proposed paved parking in right of way shall be maintained by the HOA.

Crist Road shall be improved by the developer per the existing executed developer's agreement to the full standard city street cross section. One-half of the road improvements for Foster Road adjacent to the property, not to exceed the developer's proportional share, shall be improved by the developer per the standard city street cross sections.

The 10' between buildings will be maintained by the HOA.

The minimum distance between rear facades of residential structures is 30'.

The minimum 75 percent of a side facade of attached units functioning as common (shared) wall.

The abandonment and purchase of ROW is subject to approval of the City Council. If approved, the property owner northwest of the centerline of Foster Road, abandonment has the right to purchase their half of the abandoned R.O.W. For this Detail Plan to work, the Hidden Oaks Developer will have to purchase the necessary portion from said property owner or purchase from the City of the said property owner declines to purchase the abandoned portion from the City.

The Foster Road R.O.W. will have to be abandoned as shown for this Detail Plan to Work. It is expressly understood that the abandonment approval for Foster Road would also require a real estate appraisal of the proposed abandonment area, consideration for the proposed abandonment, relocation of existing utilities (water, sewer, overhead electric, etc.) dedication of utility easements and possibly other requirement. Furthermore, there are other requirements outlined in the required Abandonment Application and there may also be other requirements not listed or contemplated herein.

PROJECT \*161129-3  
GARLAND FB, LP.

DETAIL PLAN  
OF  
HIDDEN OAKS

SITUATED IN THE  
THACKER V. GRIFFIN SURVEY ABSTRACT NO. 528

IN THE  
CITY OF GARLAND  
DALLAS COUNTY, TEXAS  
PREPARED BY  
CORWIN ENGINEERING, INC.

200 W. BELMONT, SUITE E  
ALLEN, TEXAS 75013  
972-396-1200  
APPLICANT  
SKORBURG COMPANY  
8214 WESTCHESTER DRIVE, SUITE 710  
DALLAS, TEXAS 75225

OWNER  
GARLAND FB, LP.  
1129 DILWORTH CRESCENT ROW  
CHARLOTTE, NC 28203

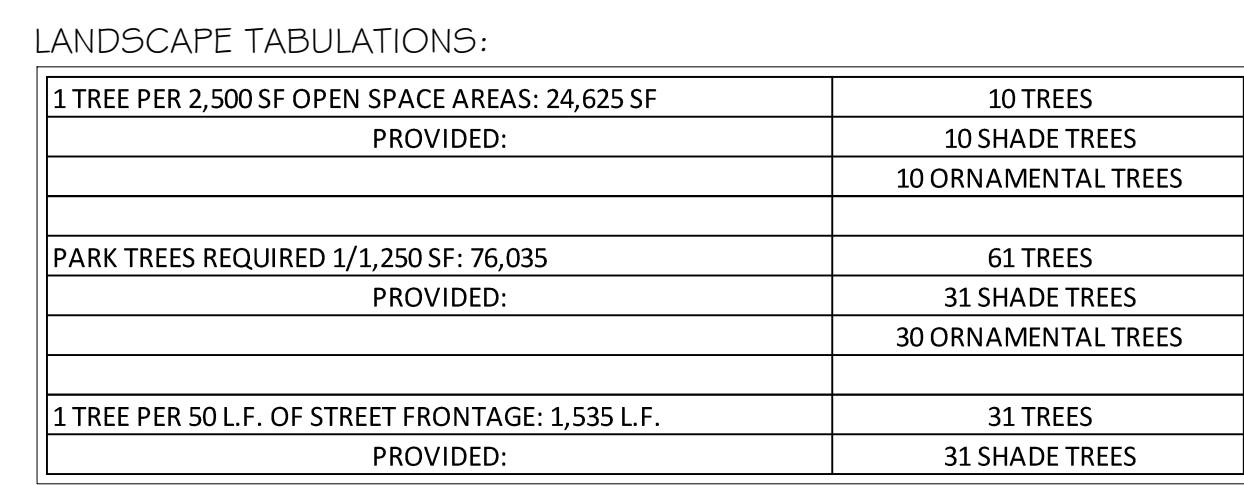
FEBRUARY 2017 SCALE 1" = 60'

Exhibit D

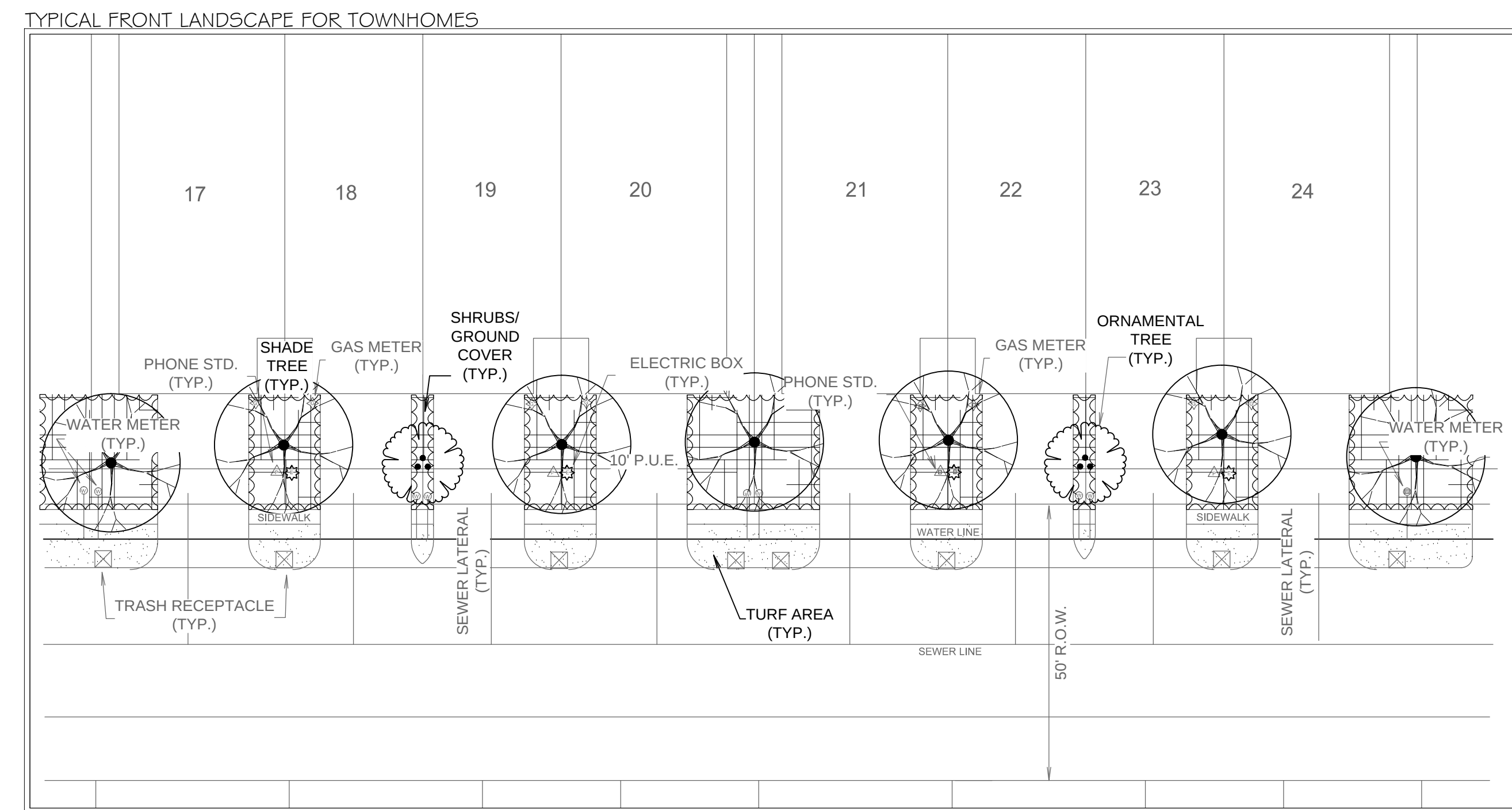
This detailed site plan illustrates a residential development layout. The plan features several key elements:

- Property Lines and Dimensions:** The site is bounded by Crist Road to the north and east. Boundary dimensions include bearings and distances such as N 83° 12' 00" E 718.51', S 01° 17' 20" E 719.91', and S 89° 10' 35" W 150.30'.
- Lot Layout:** Numerous lots are shown, each with a unique number (e.g., 1 through 41) and specific area measurements in square feet (e.g., 78.5, 107.5, 114.5).
- Landscaping and Fencing:** The plan includes extensive landscaping with various tree symbols (circles with internal patterns) and shrub symbols (smaller circles with internal patterns). Fencing is specified as 6' Cedar Fence along the western and northern boundaries and 6' Ornamental Metal Fence with masonry columns 50' O.C. along the eastern boundary.
- Open Spaces and Amenities:** Key areas include a "COVERED PICNIC AREA WITH TABLES AND GRILL", a "BENCH W/ TRASH RECEPTACLE (TYP.)", a "5' TRAIL", and a "DOG WASTE STATION". There are also several "OPEN SPACE" areas and "OPEN SPACE/ DRAINAGE & LANDSCAPE EASEMENT" zones.
- Infrastructure and Utilities:** The plan shows utility lines (e.g., 30" GAL, 15" GAL, 10" GAL) and easements (e.g., 5' PUE, 10' PUE, 15' PUE, 20' PUE, 30' PUE).
- Survey Data:** A table in the top right corner provides summary statistics for the site's geometry:

| Δ | 24° 17' 00"     |
|---|-----------------|
| P | 425.00'         |
| T | 91.44'          |
| L | 180.13'         |
| C | 178.78'         |
| B | S 10° 51' 10" W |

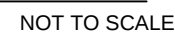


| PLANT _ SCHEDULE                                                                      |          |                                                   |        |          |         |             |          |      |
|---------------------------------------------------------------------------------------|----------|---------------------------------------------------|--------|----------|---------|-------------|----------|------|
| TREES                                                                                 | QTY      | BOTANICAL NAME / COMMON NAME                      | CONT   | CAL      | SIZE    | NOTES       |          |      |
|    | 90       | One shade tree to be installed per lot by bulider | 30 GAL | 3"       | 12' HT. | SYMMETRICAL | MATCHING | FULL |
|    | 17       | Lagerstroemia indica / Crape Myrtle               | 30 GAL | 3"       | 8' HT.  | SYMMETRICAL | MATCHING | FULL |
|    | 17       | Pistacia chinensis / Chinese Pistache             | 30 GAL | 3"       | 12' HT. | SYMMETRICAL | MATCHING | FULL |
|    | 23       | Quercus shumardii / Shumard Red Oak               | 30 GAL | 3"       | 12' HT. | SYMMETRICAL | MATCHING | FULL |
|    | 21       | Quercus virginiana / Southern Live Oak            | 30 GAL | 3"       | 12' HT. | SYMMETRICAL | MATCHING | FULL |
|    | 7        | Taxodium distichum / Bald Cypress                 | 30 GAL | 3"       | 12' HT. | SYMMETRICAL | MATCHING | FULL |
|    | 4        | Ulmus crassifolia / Cedar Elm                     | 30 GAL | 3"       | 12' HT. | SYMMETRICAL | MATCHING | FULL |
|    | 22       | Vitex agnus-castus / Chaste Tree                  | 30 GAL | 3"       | 8' HT.  | SYMMETRICAL | MATCHING | FULL |
| SHRUB AREAS                                                                           | QTY      | BOTANICAL NAME / COMMON NAME                      | CONT   | SPACING  |         |             |          |      |
|  | 340      | Ilex x 'Nellie R Stevens' / Nellie Stevens Holly  | 5 GAL. | 60" O.C. |         |             |          |      |
| GROUND COVERS                                                                         | QTY      | BOTANICAL NAME / COMMON NAME                      | CONT   |          |         |             |          |      |
|  | PER PLAN | Cynodon dactylon 'Tif 419' / Bermuda Grass        | SOD    |          |         |             |          |      |

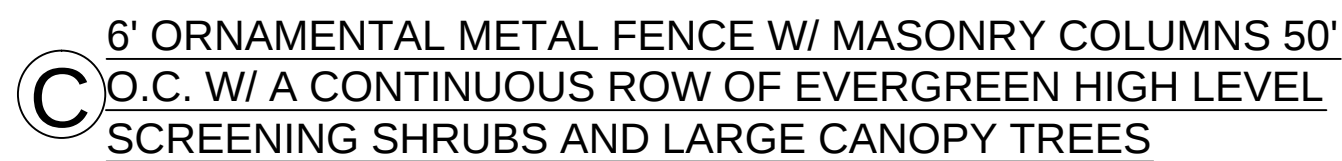


1. Locate all utilities prior to digging. Contractor shall be responsible for all damage incurred by his/her work.
2. Contractor shall advise the Owner and Landscape Architect of any condition found on site which prohibits installation as shown on these plans.
3. If a discrepancy between drawings and plant schedule is found, the drawings shall take precedent over the plant schedule.
4. Plant material shall comply with all sizing and grading standards of the latest edition of 'American Standard for Nursery Stock.'
5. Contractor shall stake out tree locations and bed configuration for approval by Owner prior to installation.
6. Substitutions shall not be made without prior written authorization from the Owner or Landscape Architect.
7. All disturbed areas not indicated as planting beds shall be sodded or seeded by Contractor to provide an established turf area.
8. Contractor shall remove reasonable amount of stones, dead roots, detritus and other undesirable material from existing soil.
9. If rocks are encountered, remove to a depth of 3" and add 3" of friable fertile topsoil to all sodded areas. Contractor to ensure that site is graded according to the Engineer's grading plan.
10. Lawn areas shall have 3" minimum friable topsoil and be treated with fertilizer applied at a rate of 20 pounds per 1,000 square feet.
11. Soil preparation for planting beds shall be as follows:
  - 3" of organic compost
  - 20 pounds of organic fertilizer / 1,000 sf of bed area
  - Till bed to a depth of 6" to 8"
  - Check soil acidity. Soil acidity should range from 5.0 to 7.0 pH. Regulate if necessary.
12. All plant beds shall be top dressed with a minimum 3" of Native Hardwood Mulch.
13. Provide steel edge between all plant beds and lawn areas unless indicated differently on plans.
14. Tree planting pits shall be cleared of undesirable material and backfilled with prepared top soil. Place 1" of compost and 3" of shredded hardwood mulch on top of root ball.
15. The Contractor will be held liable for any damage caused to trees due to improper staking methods, including absence of staking throughout the warranty period.
16. Trees shall be planted at least 2.5 feet from any right-of-way line, curb, walk or fire hydrant, and outside all utility easements.
17. Trees shall be planted at least 8 feet from any public utility line where possible. In the event this is not possible, Contractor shall install a root barrier, per the detail(s) noted on this sheet.
18. Trees overhanging walks and parking areas shall have a clear trunk height of 7 feet from finish surface grade.
19. Contractor shall warranty plant material to remain alive and healthy for a period of one year after the final acceptance. All plant material shall be maintained in a healthy condition in accordance with the season. Dead, damaged or destroyed plant material shall be replaced in kind within thirty days. Warranty shall not include damage for loss of plant material due to natural causes, acts of vandalism or negligence on the part of the owner.
20. Landscape areas shall be kept free of trash, litter and weeds.
21. An automatic irrigation system shall be provided to maintain all landscape areas. Overspray on non-permeable surfaces is prohibited.
22. Installing contractor to maintain landscaping for 30 days from owner occupancy to establish plants and grass, mowing and trimming to be included.
23. All areas disturbed by construction shall be fine graded and re-established by sod. These areas shall be irrigated and maintained until permanent stand of grass is achieved with a minimum of 70% coverage. This is to include all areas to the back of curb around the property.

1. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
2. EACH TREE MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.
3. REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM TOP HALF OF ROOT BALL.
4. IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND ROOT BALL, CUT THE WIRE BASKET IN FOUR PLACES AND FOLD DOWN 8" INTO PLANTING HOLE.



1. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
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4. IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND ROOT BALL, CUT THE WIRE BASKET IN FOUR PLACES AND FOLD DOWN 8" INTO PLANTING HOLE.



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



(@ least 48 hours prior to digging)

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

HIDDEN OAKS TOWN HOMES  
GARLAND, TEXAS

GARLAND, TEXAS

| No. | Date | Revision Description |
|-----|------|----------------------|
|-----|------|----------------------|

PRELIMINARY

FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR  
REVIEW ONLY AND NOT  
INTENDED FOR CONSTRUCTION,  
BIDDING, OR PERMITTING. THEY  
HAVE BEEN PREPARED BY OR  
UNDER THE SUPERVISION OF:

Architect DREW J. DUBOCQ

[illegible]

LANDSCAPE NOTES

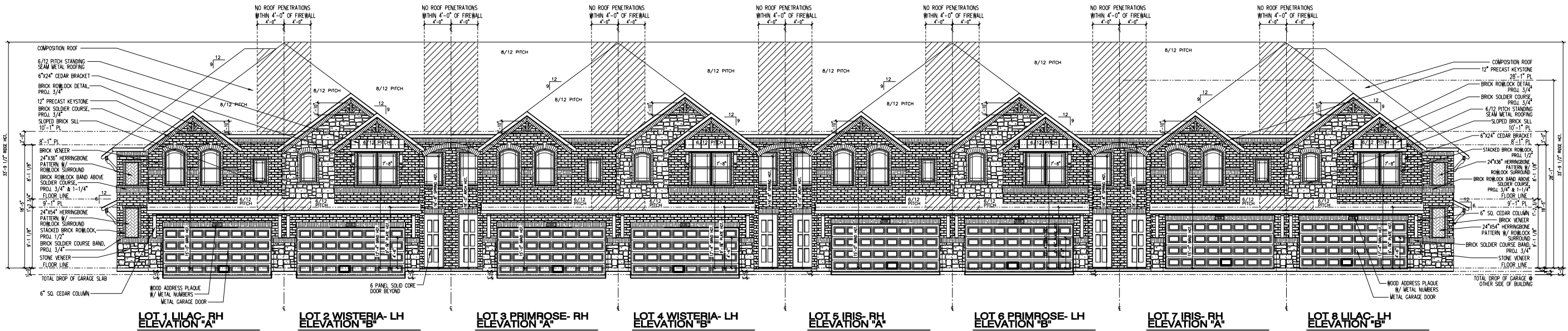
**BANNISTER**  
ENGINEERING  
240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax  
REGISTRATION # F-05399 (TEXAS)

240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax

REGISTRATION # F-10599 (TEXAS)

SHEET NO.

## L-1.1



FRONT ELEVATION

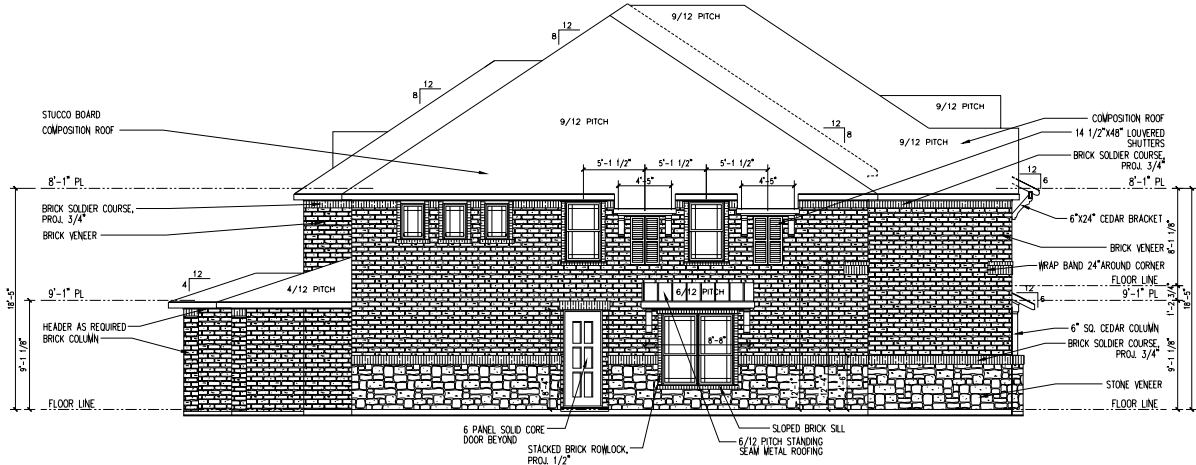
SCALE 1/16" = 1'-0" (NOTE: SCALE 1/8" = 1'-0" ON 22x34 PAPER)

MASONRY PERCENTAGE CALCULATIONS

|                                | FRONT | REAR | LEFT | RIGHT | TOTAL |
|--------------------------------|-------|------|------|-------|-------|
| TOTAL WALL (TW)                | 4154  | 3626 | 2262 | 2262  | 12304 |
| TOTAL OPENINGS (TO)            | 1420  | 1040 | 125  | 161   | 2746  |
| TOTAL ROOF OMISSION (TRO)      | 300   | 85   | 13   |       | 398   |
| NET WALL (NW=TW-TO-TRO)        | 2434  | 2501 | 2124 | 2101  | 9160  |
| TOTAL STUCCO BOARD (TSB)       |       | 164  | 12   | 12    | 188   |
| TOTAL MASONRY (TM=NW+TSB)      | 2434  | 2337 | 2112 | 2089  | 8972  |
| MASONRY PERCENTAGE (M%=(TM/NW) | 100%  | 93%  | 99%  | 99%   | 98%   |

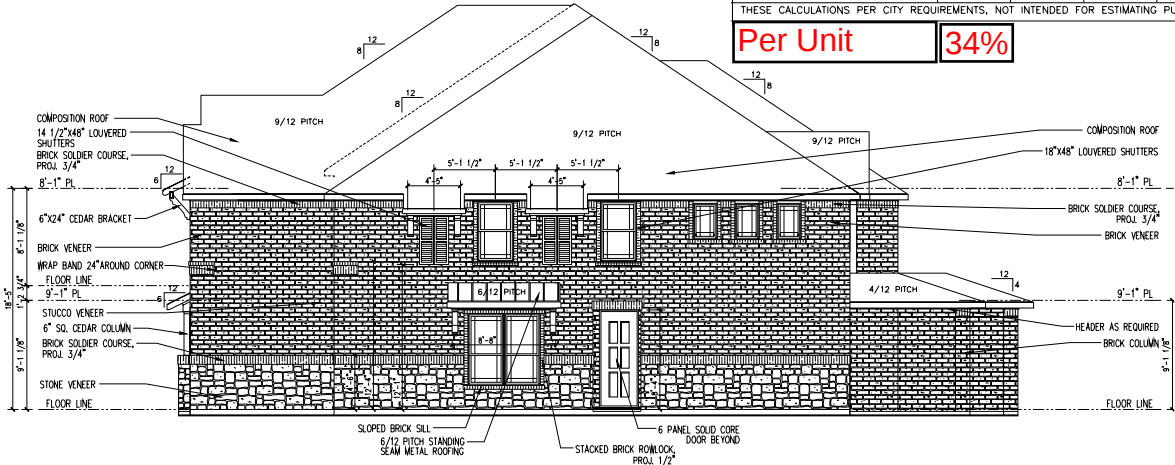
THESE CALCULATIONS PER CITY REQUIREMENTS, NOT INTENDED FOR ESTIMATING PURPOSES

Per Unit 34%



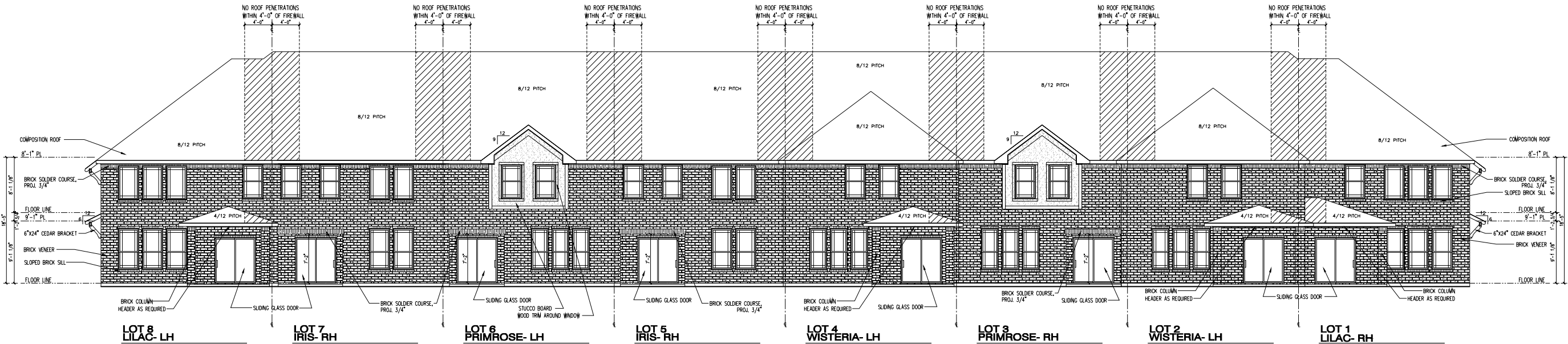
LEFT ELEVATION

SCALE 1/16" = 1'-0" (NOTE: SCALE 1/8" = 1'-0" ON 22x34 PAPER)



RIGHT ELEVATION

SCALE 1/16" = 1'-0" (NOTE: SCALE 1/8" = 1'-0" ON 22x34 PAPER)



REAR ELEVATION

SCALE 1/16" = 1'-0" (NOTE: SCALE 1/8" = 1'-0" ON 22x34 PAPER)

MURPHY MEADOWS  
BUILDING 1

TERRACES  
BY  
WINDSOR, LLC.

McLoughlin  
Design Studio  
Established: 1989  
Residential, Commercial & Hospitality

EXTERIOR  
ELEVATIONS

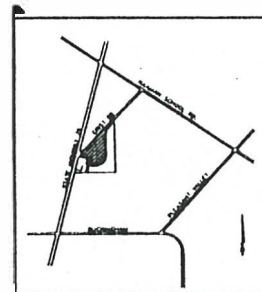
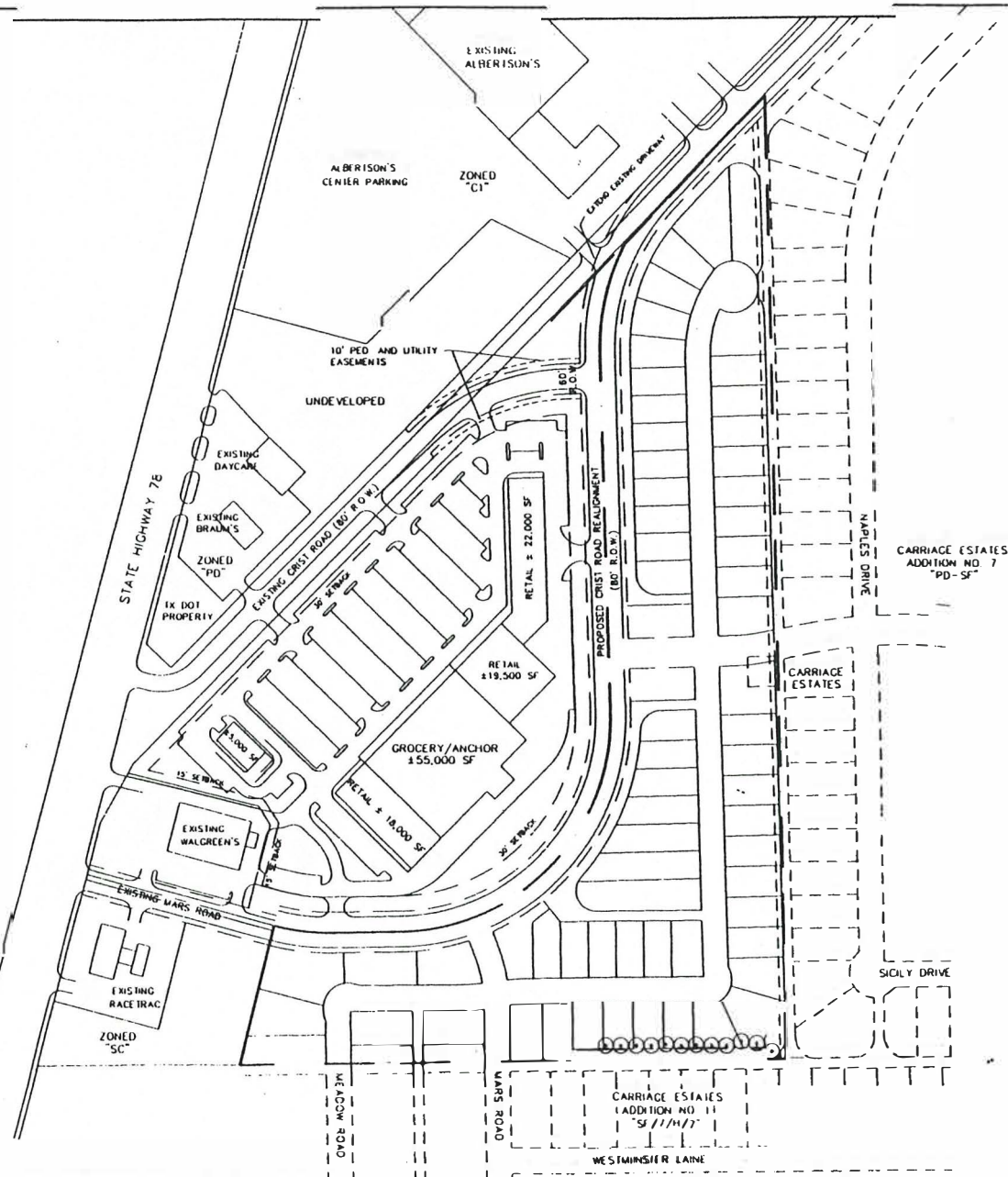
DESIGN: MM  
DRAWN: NB

PLAN No:

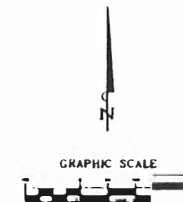
SHEET  
A3.2

22x34 - 1/8" = 1'-0"  
11x17 - 1/16" = 1'-0"

Exhibit F X I  
g F 0 - 0



VICINITY MAP  
N.T.S.



**DATA SUMMARY:**

|                   |              |
|-------------------|--------------|
| TOTAL AREA:       | ±13.09 ACRES |
| BUILDING AREA:    |              |
| GROCERY:          | ±55,000 SF   |
| PAD/RESTAURANT:   | ±5,000 SF    |
| RETAIL:           | ±59,500 SF   |
| TOTAL:            | ±119,500 SF  |
| REQUIRED PARKING: | 1596 SPACES  |
| PROVIDED PARKING: | 1600 SPACES  |

NOTE:  
1. ALL RETAIL SHALL BE SCREENED PER CITY OF GARLAND REQUIREMENTS

**CONCEPT SITE PLAN  
for  
RETAIL DEVELOPMENT  
±13.09 Acres**

T.V. GRIFFIN SURVEY, ABST. NO. 528  
JACOB REAGER SURVEY, ABST. NO. 1250  
CITY OF GARLAND  
DALLAS COUNTY, TEXAS

JANUARY 2001  
REVISED FEBRUARY 1, 2001  
REVISED FEBRUARY 7, 2001

**DESIGNER:**  
KIMLEY-HORN  
12700 PARK CENTRAL DRIVE  
SUITE 1000  
DALLAS, TEXAS 75231  
214-321-1515  
FAX 214-321-1516

**PLANNER/ANALYST:**  
C/O ATZ LINDER  
12700 PARK CENTRAL DRIVE  
SUITE 1000  
DALLAS, TEXAS 75231  
214-321-1515  
FAX 214-321-1516  
KIMLEY-HORN AND ASSOCIATES, INC.

Kimley-Horn  
and Associates, Inc.  
12700 Park Central Drive, Suite 1000  
Dallas, Texas 75231  
Tel: 214-321-1515  
Fax: 214-321-1516

RBB INVESTMENTS, INC.  
GARLAND, TEXAS

CONCEPT  
SITE PLAN

|             |            |
|-------------|------------|
| Scale       | 1" = 100'  |
| Designed by | AK         |
| Drawn by    | AK         |
| Checked by  | AK         |
| Date        | 02/01/2001 |
| Project No. | 00-01222   |

Sheet 1

## REPORT & MINUTES

### P.C. Meeting, April 10, 2017

Consideration of the application of **Skorburg Company**, requesting approval of 1) a change of zoning from Planned Development (PD) District 01-03 for Limited Community Retail Uses to a Planned Development (PD) District for Single-Family Attached (Townhouse) Uses, 2) a Detail Plan for Dwelling, Single-Family Attached (Townhouse) and 3) an Alley Waiver. This property is located on southwest corner of Foster Road and Crist Drive. (District 1) (File Z 17-04) (The Plan Commission postponed this request from the March 13, 2017 Plan Commission.)

The applicant Noah Flabiano, 8214 Westchester, Suite 710, Dallas, TX, 75225, provided an overview of the request and additional information regarding the abandonment of Foster Road, the proposed Detail Plan and centralized open space.

John Arnold, 8214 Westchester, Suite 710, Dallas, TX 75225 provided additional information regarding the development process and proposed request, the location decision and screening of the utility boxes.

University of Texas at Dallas student Jason Hickman, 6210 Lakecrest Drive, Sachse, TX 75048, spoke in favor of the request.

Commissioner Moore requested additional information regarding the utility location and screening.

**Motion** was made by Commissioner Moore, seconded by Commissioner Dalton to close the public hearing and open the case for discussion. **Motion carried: 6 Ayes, 0 Nays.**

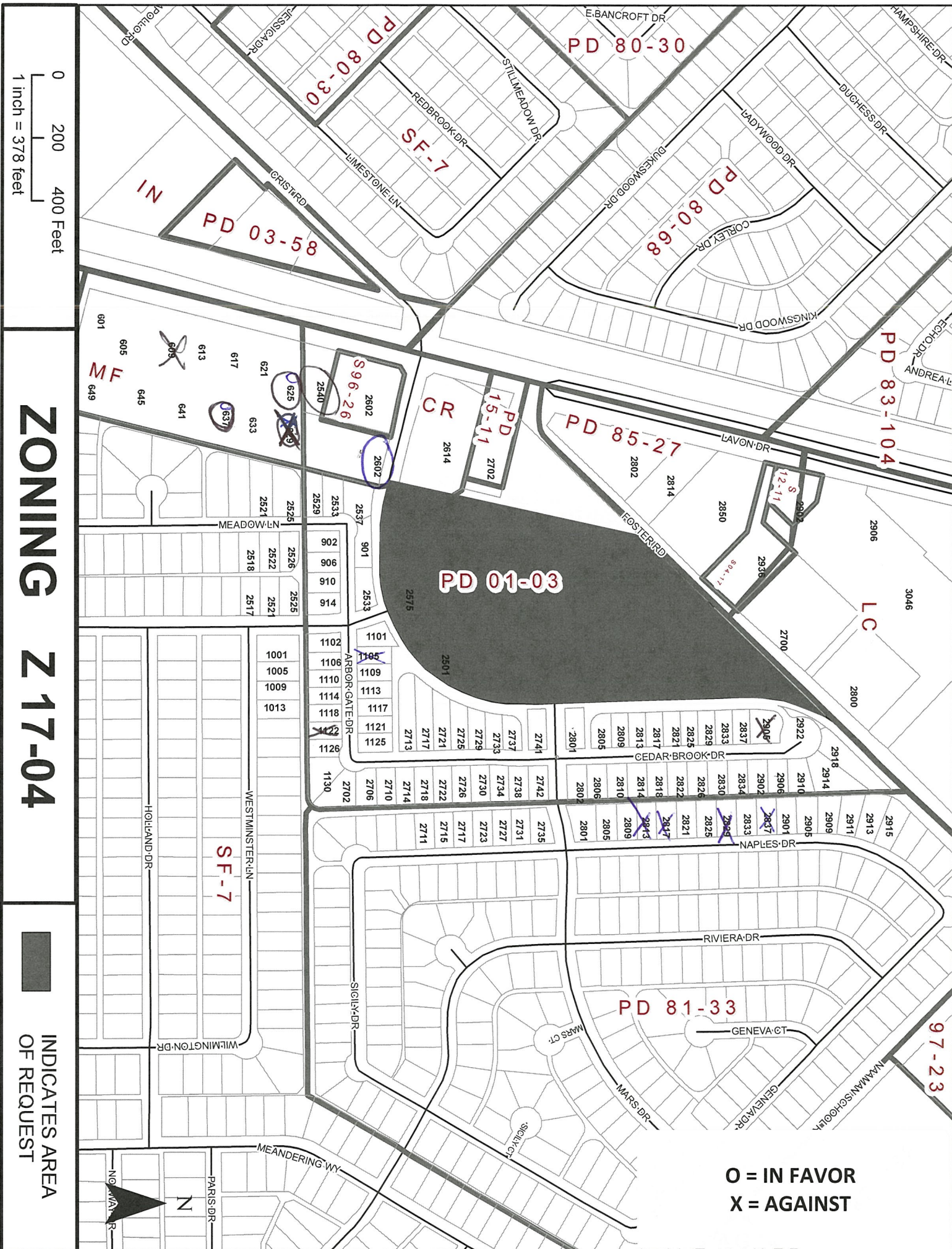
Chairman Roberts raised concerns regarding the full two-story front façade, lack of articulation on the buildings, and front entry drives. He also stated that the road abandonment request has yet to be brought forward.

Commissioner Dalton initially spoke in favor the request; however, he yielded to Chairman Roberts' comments and spoke against the request.

Commissioner Hedrick, Moore and Ott spoke of the need for rear entry garages and concerns regarding the rear fencing.

Commissioner Moore spoke of the difficulty of approval by City Council to the permanent closing of a road.

**Motion** was made by Commissioner Moore, seconded by Commissioner Welborn to deny the request as presented. **Motion carried: 6 Ayes, 0 Nays.** Commissioner Luckie recused himself from this case.





# GARLAND

March 1, 2017

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

**HEARING DATE/TIME:** Plan Commission: March 13, 2017 – 7:00 PM

**APPLICANT:** Skorborg Company

**File Z 17-04**

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, March 13, 2017, in the Council Chambers of City Hall, 200 North Fifth Street, to consider the application of **Skorborg Company**, requesting approval of 1) a change of zoning from Planned Development (PD) District 01-03 for Limited Community Retail Uses to a Planned Development (PD) District for Single-Family Attached (Townhouse) Uses, 2) a Detail Plan for Dwelling, Single-Family Attached (Townhouse) and 3) an Alley Waiver. The property is shown on the enclosed sketch and is described as follows:

BEING a 12.777-acre tract of land situated in the Thacker V. Griffin Survey, Abstract No. 528, in the City of Garland, Dallas County, Texas, being part of a 15.501-acre tract, as described in Vol. 2001229 Pg. 10037. in the Deed Records of the Official Public Records, Dallas County, Texas. The property is located to the east of Lavon Drive, between Foster Road and Crist Road. (District 1)

**Note: The applicant seeks approval of a zoning change to allow the construction of a townhouse development.**

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002, fax to 972-205-2474, deliver to the Planning Department at 800 East Main Street, Garland TX, or [email Planning@Garlandtx.gov](mailto:Planning@Garlandtx.gov). It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Josue De La Vega at 972-205-2445.

(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Garland FR Ltd

Printed Name

Foster Rd + Crist Road - 14 acres

Address

Garland TX

City, State

75046

Zip

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

Signature

Title

Mayor of G.P.

Date:

03/08/2017

1129 Dilworth Crescent

Charlotte, NC 28203

MAR 14 2017 PM 2:01



# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

March 1, 2017

HEARING DATE/TIME: Plan Commission: March 13, 2017 – 7:00 PM

APPLICANT: Skorburg Company

File Z 17-04

Dear Property Owner:

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(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

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

(Please complete the following information)

Your Property Address

~~SAM GRIFIN~~ 2540 LAVON DR

Printed Name

SAM M GRIFIN

Address

3708 WEST WACO DR  
SUITE 7

City, State WACO TX

Zip

76710

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

Signature

Title

V. PRES

Date:

2-7-17

MAR 13 2017 PM 1:21



# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

March 1, 2017

HEARING DATE/TIME: Plan Commission: March 13, 2017 – 7:00 PM

APPLICANT: Skorburg Company

File Z 17-04

Dear Property Owner:

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(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

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

None

(Please complete the following information)

Your Property Address

HAO PHAN  
Printed Name  
637 Carriagehouse Ln # J9 Garland, TX 75040  
Address City, State Zip

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

[Signature]  
Signature Title

Date: 03/06/2017

MAR 9 2017 PM 4:00



# GARLAND

March 1, 2017

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

**HEARING DATE/TIME:** Plan Commission: March 13, 2017 – 7:00 PM

**APPLICANT:** Skorburg Company

**File Z 17-04**

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(Please Check One Below)

☒ I am in favor of the request. *with caveat x*

☐ I am opposed to the request.

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

*there are none in the area*  
*x with a proposed multi-use residence complex, I would like to see a playground or park*  
(Please complete the following information)

Your Property Address

*625 CARRIAGEHOUSE, B-6, GARLAND 75040*

Printed Name

*Barb Termini 1937 Elm Creek Dr Garland, TX 75040*

Address

City, State

Zip

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

Signature

Title

Date:

*3/7/2017*

MAR 10 2017 PM 1:31



# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

March 1, 2017

HEARING DATE/TIME: Plan Commission: March 13, 2017 – 7:00 PM

APPLICANT: Skorburg Company

File Z 17-04

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(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

*This effort will involve widening Crist Rd into 4 lanes. There is already too much traffic and too many accidents along this road. We will consider this proposal if the city will agree to build a Brick wall behind the Whispering Oaks sub-division (along Crist Rd).*

Your Property Address

*Karen and Jamal Hopkins*

Printed Name

*2905 Cedar Brook Dr.*

Address

*Garland, TX*

City, State

*75040*

Zip

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

Signature

Title

Date:

*03-13-2017*

**Allmendinger, Tracy**

---

**From:** caustoobh bezboruah <caustoov@yahoo.com>  
**Sent:** Sunday, March 12, 2017 10:10 PM  
**To:** Planning Group  
**Subject:** File Z 17-04 Hearing

Hi Josue De La Vega,

Below is my response regarding the hearing for File Z 17-04 (Applicant: Skorburg Company):

**I am opposed to the request.**

**Property Address:**

1122 Arbor Gate Dr, Garland

**Name/ Mailing Address:**

Caustoobh Bezboruah

1826 Childress Ln, Allen, TX 75013

The above statements reflect my opinion regarding the proposed request.

Regards,  
Caustoobh Bezboruah



# GARLAND

March 1, 2017

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

**HEARING DATE/TIME:** Plan Commission: March 13, 2017 – 7:00 PM

**APPLICANT:** Skorburg Company

**File Z 17-04**

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(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

*afraid this will put too much strain on the neighborhood for home owners in the area. This area has maintained reality safe and we would like it to remain so. Too many people in apartment.*

Your Property Address

*609 carriagehouse 2-C Garland, TX 75040*

Printed Name

*Ms. Jimmie B. Roberts 3520 Willowbrook DR. RICHARDSON, TX*

Address

City, State

Zip

*75082*

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

*Ms. Jimmie B. Roberts* *Owner*

Signature

Title

Date: *3/12/17*



# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

March 1, 2017

HEARING DATE/TIME: Plan Commission: March 13, 2017 – 7:00 PM

APPLICANT: Skorburg Company

File Z 17-04

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, March 13, 2017, in the Council Chambers of City Hall, 200 North Fifth Street, to consider the application of **Skorburg Company**, requesting approval of 1) a change of zoning from Planned Development (PD) District 01-03 for Limited Community Retail Uses to a Planned Development (PD) District for Single-Family Attached (Townhouse) Uses, 2) a Detail Plan for Dwelling, Single-Family Attached (Townhouse) and 3) an Alley Waiver. The property is shown on the enclosed sketch and is described as follows:

BEING a 12.777-acre tract of land situated in the Thacker V. Griffin Survey, Abstract No. 528, in the City of Garland, Dallas County, Texas, being part of a 15.501-acre tract, as described in Vol. 2001229 Pg. 10037. in the Deed Records of the Official Public Records, Dallas County, Texas. The property is located to the east of Lavon Drive, between Foster Road and Crist Road.  
(District 1)

**Note: The applicant seeks approval of a zoning change to allow the construction of a townhouse development.**

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002, fax to 972-205-2474, deliver to the Planning Department at 800 East Main Street, Garland TX, or email [Planning@Garlandtx.gov](mailto:Planning@Garlandtx.gov). It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Josue De La Vega at 972-205-2445.

(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

*We already have enough traffic in narrow road of Christ road. We are so concern about the peace & order of our neighborhood. We are strongly against the building of townhouse.*

*Reynante + Mylyn Agpawa* (Please complete the following information)

Your Property Address

*1105 Arbor Gate Dr. Garland Texas 75040*

Printed Name

*1105 Arbor Gate Dr. Garland TX 75040*

Address

City, State

Zip

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

Signature

Title

Date:

*3/4/17*

MAR 9 2017 PM 4:0



# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

March 1, 2017

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(Please Check One Below)

☐ I am in favor of the request.  
☒ I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Victory Place Condo - Ernesto & Elisa Rodriguez  
Printed Name  
129 CHARLIZE HOUSE LN #614 Garland Tex 75040  
Address City, State Zip

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

Ernesto & Elisa Rodriguez owner - husband  
Signature Title

Date: 3-8-17



# GARLAND

March 1, 2017

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

HEARING DATE/TIME: Plan Commission: March 13, 2017 – 7:00 PM

APPLICANT: Skorburg Company

File Z 17-04

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(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

afraid of kind of Dwelling that will  
be put on this location  
(Please complete the following information)

Your Property Address

Julie A. Bain

Printed Name

2837 Maples

Address

Garland

City, State

75040

Zip

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

Julie A. Bain

Signature

Owner

Title

Date: 3-6-17



# GARLAND

March 1, 2017

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

**HEARING DATE/TIME:** Plan Commission: March 13, 2017 – 7:00 PM

**APPLICANT:** Skorburg Company

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(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

TOO MANY APARTMENTS IN THE AREA

(Please complete the following information)

Your Property Address

2829 NAPLES DR.

Printed Name DAVID GOODSA

GARLAND TX

Address City, State Zip 75040

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

Signature [Signature] Title

Date 3-13-17



# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

March 1, 2017

HEARING DATE/TIME: Plan Commission: March 13, 2017 – 7:00 PM

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(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Cruz Amelia Rodriguez

Printed Name

2813 Naples dr. Garland tx 75040

Address

City, State

Zip

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

Signature

Title

Date: March 13, 2017

Homeowner.



# GARLAND

March 1, 2017

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

**HEARING DATE/TIME:** Plan Commission: March 13, 2017 – 7:00 PM

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(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

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

*This will lower property values. ~~and~~ The city has NOT done any additional planning for the already problematic traffic issues.*  
(Please complete the following information)

Your Property Address

*2817 Naples Drive*

Printed Name

*Garland*

Address

*Tx*

City, State

*75040*

Zip

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

*Mary Grubbs / Keith Grubbs (homeowner)*  
Signature

Title

Date: *3-12-2017*

## Allmendinger, Tracy

---

**From:** Wauwie, Kira  
**Sent:** Monday, April 17, 2017 9:14 AM  
**To:** 'M. Martinez'; THuynh@garlandtx.gov; Council1  
**Cc:** Guerin, Will; Allmendinger, Tracy  
**Subject:** RE: Zoning Change for Empty Lot at Crist/Mars

17-04

Thank you for your input Ms. Martinez, it will be placed in the record.

Sincerely,  
Kira Wauwie

*Kira Wauwie, AICP*

Planning & Development Department  
City of Garland  
800 Main Street  
Garland, TX 75040  
972-205-2456  
[kwauwie@garlandTx.gov](mailto:kwauwie@garlandTx.gov)

**From:** M. Martinez [mailto:mcmartinez.tx@gmail.com]  
**Sent:** Sunday, April 16, 2017 5:52 PM  
**To:** Wauwie, Kira <KWauwie@garlandtx.gov>; THuynh@garlandtx.gov; Council1 <council1@garlandtx.gov>  
**Subject:** Zoning Change for Empty Lot at Crist/Mars

I am writing in regards to news that the city is considering a zoning change for an empty lot near Crist and Mars in the Firewheel area, allowing for 90 townhomes to be built on the property.

As a resident of the Carriagehouse Estates subdivision, I implore you to deny this zoning change. Crist Rd. is one lane each way east of 78. As a result, current morning and afternoon traffic back up significantly, and vehicles trying to access the Walgreen's and RaceTrac at the corner of Crist and 78 from the Crist driveways exacerbate the situation. Furthermore, the 4-way stop at Crist and Naaman School Rd. has seen its fair share of close calls (and a few accidents) due to drivers who simply do not understand how to navigate a 4-way stop intersection.

Constructing townhomes in this area and adding more drivers on streets that already cannot handle the current traffic flow will NOT serve any benefit to the neighborhood and will only create more and unnecessary challenges for residents.

I appreciate your consideration in this matter. If you have any questions or concerns, please feel free to contact me via this email address or directly at 214-213-8670.

Regards,  
Marisa Martinez  
1034 Carriagehouse Ln.

Outside the Notification Area