



GARLAND

AGENDA

CITY COUNCIL WORK SESSION

City of Garland

Work Session Room, City Hall

William E. Dollar Municipal Building

200 North Fifth Street

Garland, Texas

December 3, 2018

6:00 p.m.

DEFINITIONS:

Written Briefing: Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.

Verbal Briefing: These items do not require written background information or are an update on items previously discussed by the Council.

Regular Item: These items generally require discussion between the Council and staff, boards, commissions, or consultants. These items are often accompanied by a formal presentation followed by discussion.

[Public comment will not be accepted during Work Session
unless Council determines otherwise.]

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

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

1. Consider the Consent Agenda

A member of the City Council may ask for discussion or further information on an item posted as a consent agenda item on the next Regular Meeting of the City Council. The Council Member may also ask that an item on the posted consent agenda be pulled from the consent agenda and considered for a vote separate from consent agenda items on the regular agenda. All discussions or deliberations on this portion of the work session agenda are limited to posted agenda items and may not include a new or unposted subject matter.

2. Written Briefings:

a. Appointment to the Animal Services Advisory Committee

The Animal Services Advisory Committee (ASAC) is a six person committee with each member appointed by the Council as a body (that is, the Council shares in all the appointments as a whole rather than making individual appointments). Garland's ordinance establishes the six ASAC member positions. The position that requires a public health official has become vacant with the resignation of Chuck Dumas, former Environmental Health Manager in Rowlett. Staff seeks to fill the vacant ASAC position and has identified Rudy Phillips, a public health official at Dallas County Health & Human Services who is willing to serve. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 18, 2018 Regular Meeting.

b. Bond Refunding - Electric Utility System Drawdown Notes, Commercial Paper Notes, and Revenue Bonds

Council is requested to authorize staff to refund approximately \$133 million of Electric Utility System Drawdown Notes, Series 2016, approximately \$16 million of Electric Utility System Commercial Paper Notes, Series 2018, and approximately \$4 million of Electric Utility System Revenue Bonds, Series 2009 with Electric System Revenue Refunding Bonds, Series 2019. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the February 5, 2019 Regular Meeting.

c. Amendment to General Obligation Commercial Paper Program

Council is requested to authorize staff to amend the General Obligation Commercial Paper Program, Series 2015. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 18, 2018 Regular Meeting.

d. Heritage Crossing Change Order

As directed by City Council, this City-directed Change Order is to encumber the remaining funds in the CIP account for this project to develop the Northeast and Northwest quadrants in addition to the Southeast quadrant currently under construction. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 4, 2018 Regular Meeting.

e. Property Acquisition: 418 Allen Street; 417 E. Avenue B; 425, 429 and 433 Thomas Street from Sergio Castillo

Council is requested to purchase the five properties from Mr. Sergio Castillo located in the Cooper Addition subdivision in the amount of \$112,000. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 18, 2018 Regular Meeting.

f. Transfer of real property to the Garland Foundation for Development

Council is requested to consider approving the conveyance of real property located at the former Hypermart site (3195 S. Garland Road) to the Garland Foundation for Development, Inc. Having the property legally owned by the Garland Foundation for Development provides greater flexibility in deal structures going forward. This item is currently on the consent agenda for the December 4, 2018 Regular Meeting of the City Council.

g. Rescheduling of January 1, October 1 and November 19 Regular City Council Meetings

Council is asked to consider rescheduling the January 1, 2019 Regular Meeting to January 8, 2019, October 1, 2019 Regular Meeting to September 30, 2019 and the November 19, 2018 Regular Meeting to November 12, 2019. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 4, 2018 Regular Meeting.

3. Verbal Briefings:

a. Update on Progress and Implementation of Proposed 2019 Bond Referendum

Representatives from Kimley-Horn and City Staff will provide an update to the Council regarding public input, community meetings, anticipated timelines and other information related to the proposed 2019 Bond Program.

b. Discuss and consider Skate Park Design Concepts for a proposed Skate Park at Rick Oden Park

Kimley-Horn Consulting Engineers will present skate park design concepts for the development of a skate facility at Rick Oden Park.

c. Review of Downtown Streets and Infrastructure Study

Staff will brief the Council on the results of the Downtown Streets and Infrastructure Study and proposed next steps.

4. Regular Items:

a. Consider adopting a legislative program for the 2019 session of the Texas Legislature

Council is requested to continue its discussion of a legislative program for the upcoming 2019 session of the Texas Legislature and to provide input and direction as to the parameters of that program.

b. Consider amendments to Garland Development Code Chapter 2, Section 2.61 regarding Home Occupations

The proposed amendments add clarification regarding what constitutes a violation of the Home Occupations section of the GDC (Chapter 2, Section 2.61). Subsequent GDC amendment language has been reviewed and recommended accordingly by the Development Services Committee and the Plan Commission. A public hearing is scheduled for the December 4 Regular City Council meeting for formal consideration and action.

c. Consider amendments to Garland Development Code Chapter 4, Article 5, "Signs," regarding changes to the sign regulations

Council's review of the draft revisions to the Garland Development Code sign regulations is requested. The City Attorney's Office has brought forward needed changes to the signage regulations; a draft has been reviewed by the Development Services Committee and the Plan Commission. Pending Council direction, the amendments will be placed on a future Regular City Council meeting agenda for formal consideration and action.

d. Council Member Deborah Morris' Briefing on Texas Downtown Conference

Council Member Deborah Morris will provide Council with a briefing of her trip to Corpus Christi to attend the Texas Downtown Conference.

e. Consider Mayor Lori Barnett Dodson's request to attend the Cities for Tomorrow Conference in New Orleans

Council is requested to consider Mayor Lori Barnett Dodson's request to attend the Cities for Tomorrow Conference in New Orleans December 6-7.

5. Announce Future Agenda Items

A member of the City Council, with a second by another member, or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or a committee of the City Council. No substantive discussion of that item will take place at this time.

6. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

2.a.

Meeting Date: December 3, 2018
Item Title: Appointment to the Animal Services Advisory Committee
Submitted By: Jason Chessher, Health Director
Strategic Focus Areas: Customer-Focused City Services
Sound Governance and Finances

ISSUE

A position on the Animal Services Advisory Committee (ASAC) has become vacant. One qualified application has been received.

OPTIONS

1. Appoint Rudy Phillips, Assistant Director, Dallas County Health & Human Services, to fill the vacant position on the ASAC
2. Direct staff to solicit additional qualified individuals for the vacancy

RECOMMENDATION

Staff recommends selecting Rudy Phillips to fill the vacancy for a public health official. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 18, 2018 Regular Meeting.

BACKGROUND

The Animal Services Advisory Committee (ASAC) is a six person committee with each member appointed by the Council as a body (that is, the Council shares in all the appointments as a whole rather than making individual appointments). Garland ordinance establishes the six ASAC member positions as one licensed veterinarian, one county or municipal official, one person whose duties include daily operation of an animal shelter, one representative from an animal welfare organization, one public health official and one Garland citizen not affiliated with the other members. State law also mandates an ASAC for certain counties and municipalities (including Garland) and the requirements in state law are similar to Garland Ordinance.

The position that requires a public health official has become vacant with the resignation of Chuck Dumas, former Environmental Health Manager in Rowlett. Staff seeks to fill the vacant ASAC position and has identified Rudy Phillips, a public health official at Dallas County Health & Human Services who is willing to serve. Garland Animal Services occasionally assists Dallas County Health & Human Services on animal services related issues, therefore, Rudy is familiar with Garland Animal Services' operations.



GARLAND POLICY REPORT

City Council Work Session Agenda

2.b.

Meeting Date: December 3, 2018
Item Title: Bond Refunding - Electric Utility System Drawdown Notes, Commercial Paper Notes, and Revenue Bonds
Submitted By: Matt Watson, Finance Director
Strategic Focus Areas: Reliable, Cost Efficient Utility Services
Sound Governance and Finances

ISSUE

Consider refunding approximately \$133 million of Electric Utility System Drawdown Notes, Series 2016, approximately \$16 million of Electric Utility System Commercial Paper Notes, Series 2018 and approximately \$4 million of Electric Utility System Revenue Bonds, Series 2009 with Electric System Revenue Refunding Bonds, Series 2019. The purpose of this transaction is to refund and closeout the Electric Utility System Drawdown Notes, Series 2016, refund a portion of variable rate commercial paper notes with fixed rate long-term debt and to generate savings in debt service. In addition, approximately \$7 million in cash funding associated with a reimbursement resolution for the Limestone to Gibbons Creek (Houston Import) transmission line project will be included in the Refunding Bonds.

OPTIONS

1. Authorize staff to refund approximately \$133 million of Electric Utility System Drawdown Notes, Series 2016, approximately \$16 million of Electric Utility System Commercial Paper Notes, Series 2018, and approximately \$4 million of Electric Utility System Revenue Bonds, Series 2009 with Electric System Revenue Refunding Bonds, Series 2019.
2. Do not approve the refunding transaction.

RECOMMENDATION

Unless otherwise directed by the City Council, this item will be scheduled for formal consideration at the February 5, 2019 Regular Meeting.

BACKGROUND

The Electric Utility System Drawdown Notes, Series 2016 financed the construction of the Limestone to Gibbons Creek (Houston Import) transmission project. With its completion, this variable rate funding source can be closed out and refunded with fixed rate long-term debt. In addition, approximately \$7 million in cash funding associated with a reimbursement resolution for the Limestone to Gibbons Creek (Houston Import) transmission line project will be included in the Refunding Bonds. The Electric Utility System Commercial Paper Notes, Series 2018

finances the construction of various capital improvement projects for the Electric Utility. Funding capacity of this program is \$80 million with approximately \$16 million of capital spending available for refunding with fixed rate long-term debt.

In addition, due to current market conditions, the City of Garland has an opportunity to refund approximately \$4 million Electric Utility System Revenue Bonds, Series 2009. This refunding transaction will not extend the amortization period of these bonds and will save approximately \$400,000 in debt service costs between fiscal years 2019 and 2029. The exact amount of savings is subject to market conditions between now and the final pricing date of February 5, 2019.

CONSIDERATION

The Refunding Bonds will be fixed rate debt with a 30-year amortization period. Annual debt service is projected to be \$11.4 million for 2020, \$10.1 million between 2021 and 2028, and \$9.5 million between 2029 and 2049. The projected interest rate is 4.36%. The exact amount of annual debt service and net interest is subject to market conditions between now and the final pricing date of February 5, 2019.



GARLAND POLICY REPORT

City Council Work Session Agenda

2.c.

Meeting Date: December 3, 2018

Item Title: Amendment to General Obligation Commercial Paper Program

Submitted By: Matt Watson, Finance Director

Strategic Focus Areas: Sound Governance and Finances

ISSUE

The General Obligation Tax-Exempt Commercial Paper (CP) Program was approved in 2015. The program has been a low cost financing tool for the General Obligation Capital Improvement Program. Staff would like to extend the 2015 CP program beyond the current expiration date to lock in favorable pricing. Citibank, N.A., the liquidity provider for the General Obligation CP Program, has agreed to an extension of the liquidity facility.

OPTIONS

1. Authorize staff to amend the General Obligation Commercial Paper Program, Series 2015
2. Do not approve the amendment to the General Obligation Commercial Paper Program, Series 2015

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 18, 2018 Regular Meeting.

BACKGROUND

Commercial Paper (CP) is a short-term debt instrument that is issued incrementally as funds are needed to finance the General Obligation Capital Improvement Program. By utilizing CP, the City is able to lower its overall debt payments due to the deferral of principal payments and by taking advantage of short-term interest rates which are typically lower than long-term rates. Furthermore, CP is only issued as funds are needed, not in advance at a given time each year as with other debt instruments.

The existing General Obligation Commercial Paper Program has a capacity of \$50 million and is set to terminate on March 31, 2019. The Liquidity facility is provided by Citibank and the City pays a .31% liquidity facility fee to Citibank. Citibank has agreed to extend the existing agreement, including pricing and capacity, to March 31, 2021.

CONSIDERATION

Staff and the City's Financial Advisor, Hilltop Securities Inc., are recommending that the City amend the existing General Obligation Commercial Paper Program and extend the agreement to March 31, 2021. Liquidity fees and short-term interest rates are anticipated to increase and this agreement provides the City an opportunity to lock in pricing for liquidity fees over the next two years. If market conditions and/or cash flow needs change, the City will have the flexibility to re-negotiate or terminate this contract at any time.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

2.d.

Meeting Date: December 3, 2018

Item Title: Heritage Crossing Change Order

Submitted By: Jermel Stevenson, Managing Director

Summary of Request/Problem

This change order implements City Council's direction from the September 18th Work Session to construct the three Heritage Crossing quadrants. The initial construction contract, which included the Southeast quadrant only in the amount of \$563,579.75, was approved by Council at the September 18, 2018 Regular Meeting. This City Council directed change order expands the scope of work to include the two northern quadrants along Walnut Street. Also, this change order encumbers the remaining CIP funds in the CIP account in the amount of \$407,623 to develop the Northeast and Northwest quadrants. No additional funds are being requested above the current project budget.

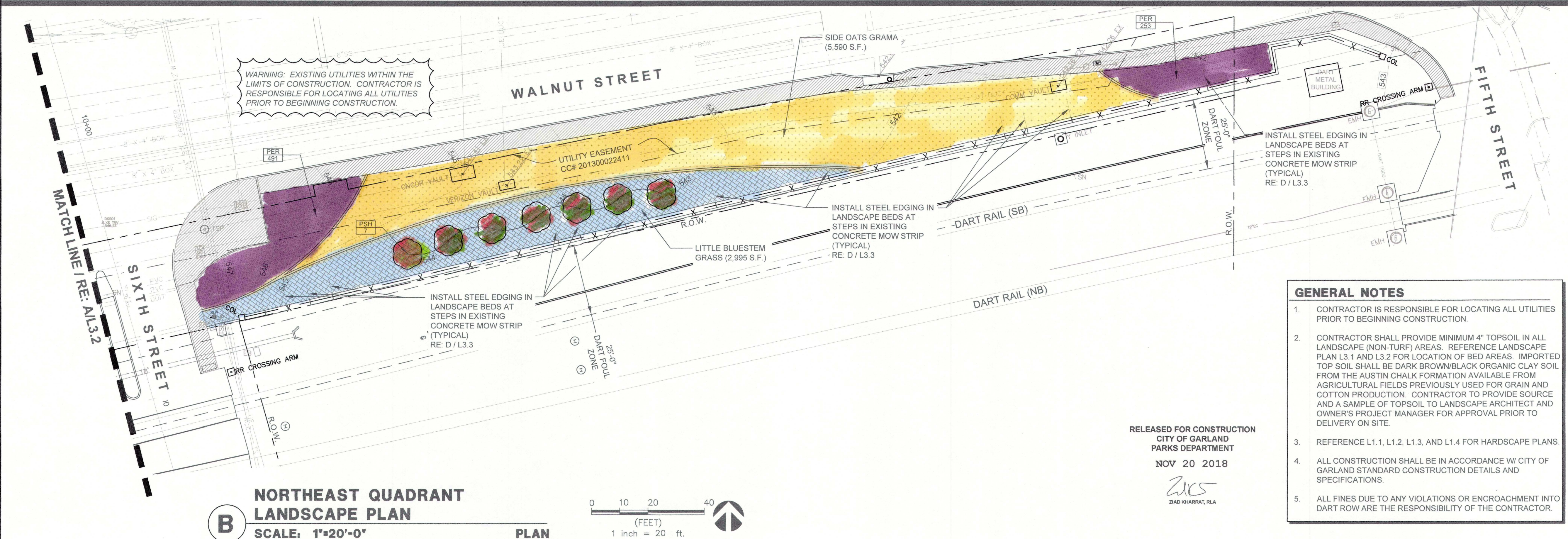
Recommendation/Action Requested and Justification

Unless otherwise directed by the City Council, this item will be scheduled for formal consideration at the December 4, 2018 Regular Meeting.

Attachments

Heritage Crossing Change Order NE NW

Heritage Crossing Change Order SE



PRIME CONSULTANT
CIVIL ENGINEER



r.deltacore
ENGINEERS

618 Main Street
Garland, TX 75040
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www.rdelta.com
TBPE No. F-1515

LANDSCAPE ARCHITECT



DCBA
LANDSCAPE
ARCHITECTURE
dcbadesign.com
730 EAST PARK BOULEVARD • SUITE 100
PLANO, TX 75074 • TEL (972) 509-1266

ELECTRICAL CONSULTANT

TLC ENGINEERING

4131 N. CENTRAL EXPRESSWAY, SUITE 200
DALLAS, TX 75204
PHONE: (214) 540-5900

IRRIGATION CONSULTANT

SETH HEIDMAN
IRRIGATION DESIGN
AND CONSULTING

6009 W. PARKER ROAD #149-221
PLANO, TX 75093
PHONE: (972) 816-5141

PROJECT

**HERITAGE
CROSSING**
PHASE 2
GARLAND, TEXAS



DATE	NO.	REVISIONS

SEARCH

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
2. CONTRACTOR SHALL PROVIDE MINIMUM 4" TOPSOIL IN ALL LANDSCAPE (NON-TURF) AREAS. REFERENCE LANDSCAPE PLAN L3.1 AND L3.2 FOR LOCATION OF BED AREAS. IMPORTED TOP SOIL SHALL BE DARK BROWN/BLACK ORGANIC CLAY SOIL FROM THE AUSTIN CHALK FORMATION AVAILABLE FROM AGRICULTURAL FIELDS PREVIOUSLY USED FOR GRAIN AND COTTON PRODUCTION. CONTRACTOR TO PROVIDE SOURCE AND A SAMPLE OF TOPSOIL TO LANDSCAPE ARCHITECT AND OWNER'S PROJECT MANAGER FOR APPROVAL PRIOR TO DELIVERY ON SITE.
3. REFERENCE L1.1, L1.2, L1.3, AND L1.4 FOR HARDSCAPE PLANS.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE W/ CITY OF GARLAND STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.
5. ALL FINES DUE TO ANY VIOLATIONS OR ENCROACHMENT INTO DART ROW ARE THE RESPONSIBILITY OF THE CONTRACTOR.

RELEASED FOR CONSTRUCTION
CITY OF GARLAND
PARKS DEPARTMENT

NOV 20 2018

ZKS

SHEET TITLE

SHEET TITLE
NORTHWEST & NORTHEAST
QUADRANT
LANDSCAPE PLANS

PROJECT MANAGER: PROJECT DESIGNER:

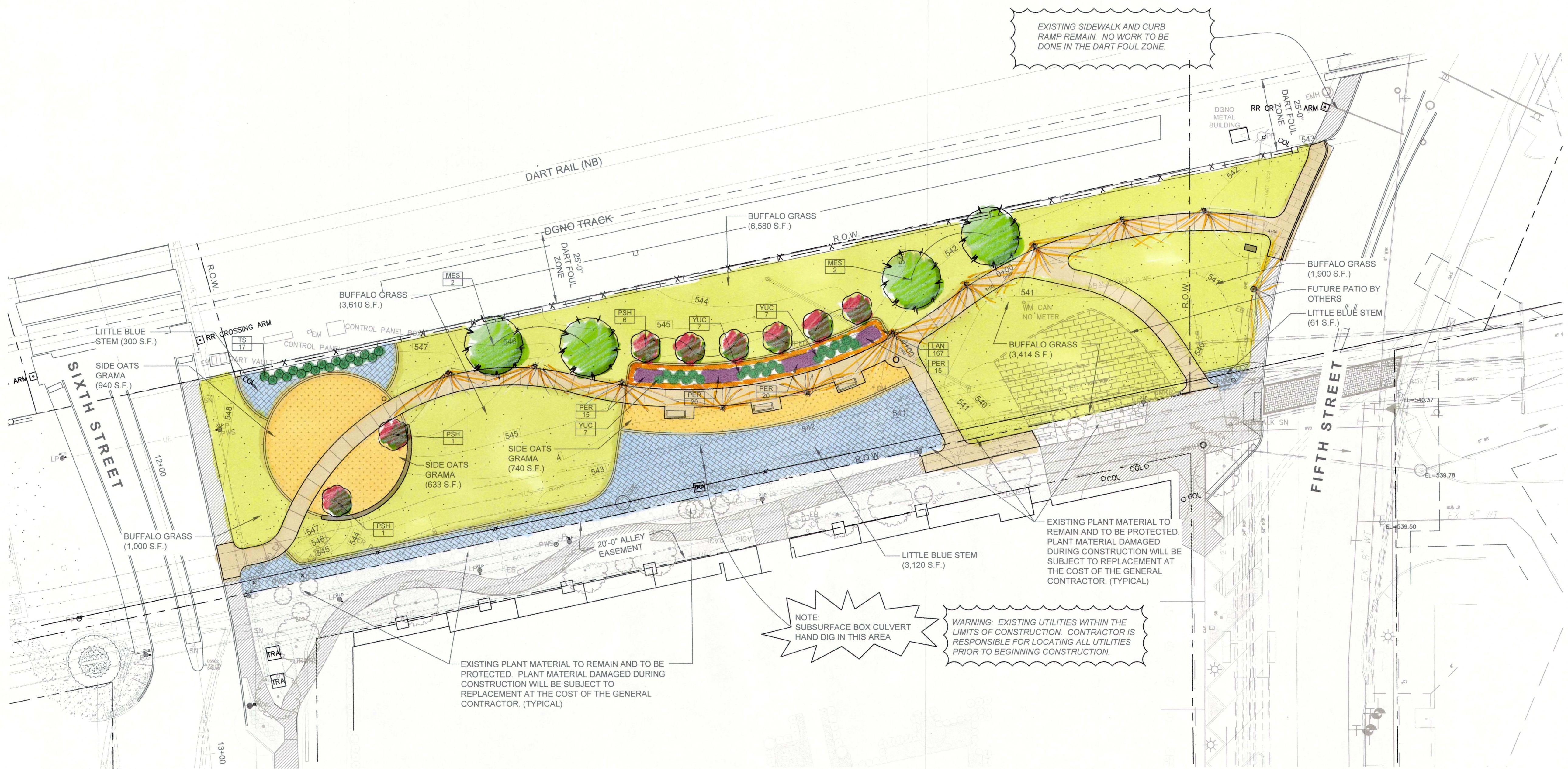
DRAWN BY: MTP
CHECKED BY: DCB

ISSUE DATE: NOVEMBER 9, 2018

SCALE: AS NOTED

SHEET REFERENCE

L3.2



**SOUTHEAST QUADRANT
LANDSCAPE PLAN**
SCALE: 1"=20'-0"
PLAN

0 10 20 40
(FEET)
1 inch = 20 ft.

RELEASED FOR CONSTRUCTION
CITY OF GARLAND
PARKS DEPARTMENT
NOV 20 2018
ZKRS
ZIAD KHARRAT, PLA

- GENERAL NOTES**
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
 - CONTRACTOR SHALL PROVIDE MINIMUM 4" TOPSOIL IN ALL LANDSCAPE (NON-TURF) AREAS. REFERENCE LANDSCAPE PLAN L3.1 AND L3.2 FOR LOCATION OF BED AREAS. IMPORTED TOP SOIL SHALL BE DARK BROWN/BLACK ORGANIC CLAY SOIL FROM THE AUSTIN CHALK FORMATION AVAILABLE FROM AGRICULTURAL FIELDS PREVIOUSLY USED FOR GRAIN AND COTTON PRODUCTION. CONTRACTOR TO PROVIDE SOURCE AND A SAMPLE OF TOPSOIL TO LANDSCAPE ARCHITECT AND OWNER'S PROJECT MANAGER FOR APPROVAL PRIOR TO DELIVERY ON SITE.
 - REFERENCE L1.1, L1.2, L1.3, AND L1.4 FOR HARDSCAPE PLANS.
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE W/ CITY OF GARLAND STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.
 - ALL FINES DUE TO ANY VIOLATIONS OR ENCROACHMENT INTO DART ROW ARE THE RESPONSIBILITY OF THE CONTRACTOR.

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LANDSCAPE ARCHITECT

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IRRIGATION CONSULTANT

SETH HEIDMAN
IRRIGATION DESIGN
AND CONSULTING
6009 W. PARKER ROAD #149-221
PLANO, TX 75093
PHONE: (972) 816-5141

PROJECT

**HERITAGE
CROSSING
PHASE 2
GARLAND, TEXAS**

SEAL

REGISTERED LANDSCAPE ARCHITECT
DAVID C. BALLOU
704
STATE OF TEXAS
11.09.18

DATE NO. REVISIONS

SHEET TITLE

**SOUTHEAST QUADRANT
LANDSCAPE PLAN**

PROJECT MANAGER: MTP PROJECT DESIGNER: MTP

DRAWN BY: MTP CHECKED BY: DCB

ISSUE DATE: NOVEMBER 9, 2018 SCALE: AS NOTED

SHEET REFERENCE

L3.1



GARLAND POLICY REPORT

City Council Work Session Agenda

2.e.

Meeting Date: December 3, 2018

Item Title: Property Acquisition: 418 Allen St.; 417 E. Avenue B; 425, 429 and 433 Thomas St. from Sergio Castillo

Submitted By: Michael Polocek, Engineering Director

Strategic Focus Areas: Growing Economic Base

ISSUE

Consider the purchase of the following five (5) properties in the Cooper Addition subdivision from Mr. Sergio Castillo for consideration of \$112,000.

- 418 Allen Street
- 417 E. Ave. B
- 425 Thomas Street
- 429 Thomas Street
- 433 Thomas Street

OPTIONS

1. Approve the purchase
2. Do not approve the purchase

RECOMMENDATION

Purchase the five (5) properties from Mr. Sergio Castillo. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 18, 2018 Regular Meeting.

BACKGROUND

Mr. Sergio Castillo purchased the five (5) properties in 2008. He recently scheduled a Pre-Submittal Meeting with the City to discuss constructing residential homes on the properties. The properties are zoned single family residential and he was preparing plans to permit his proposed homes through Building Inspections.

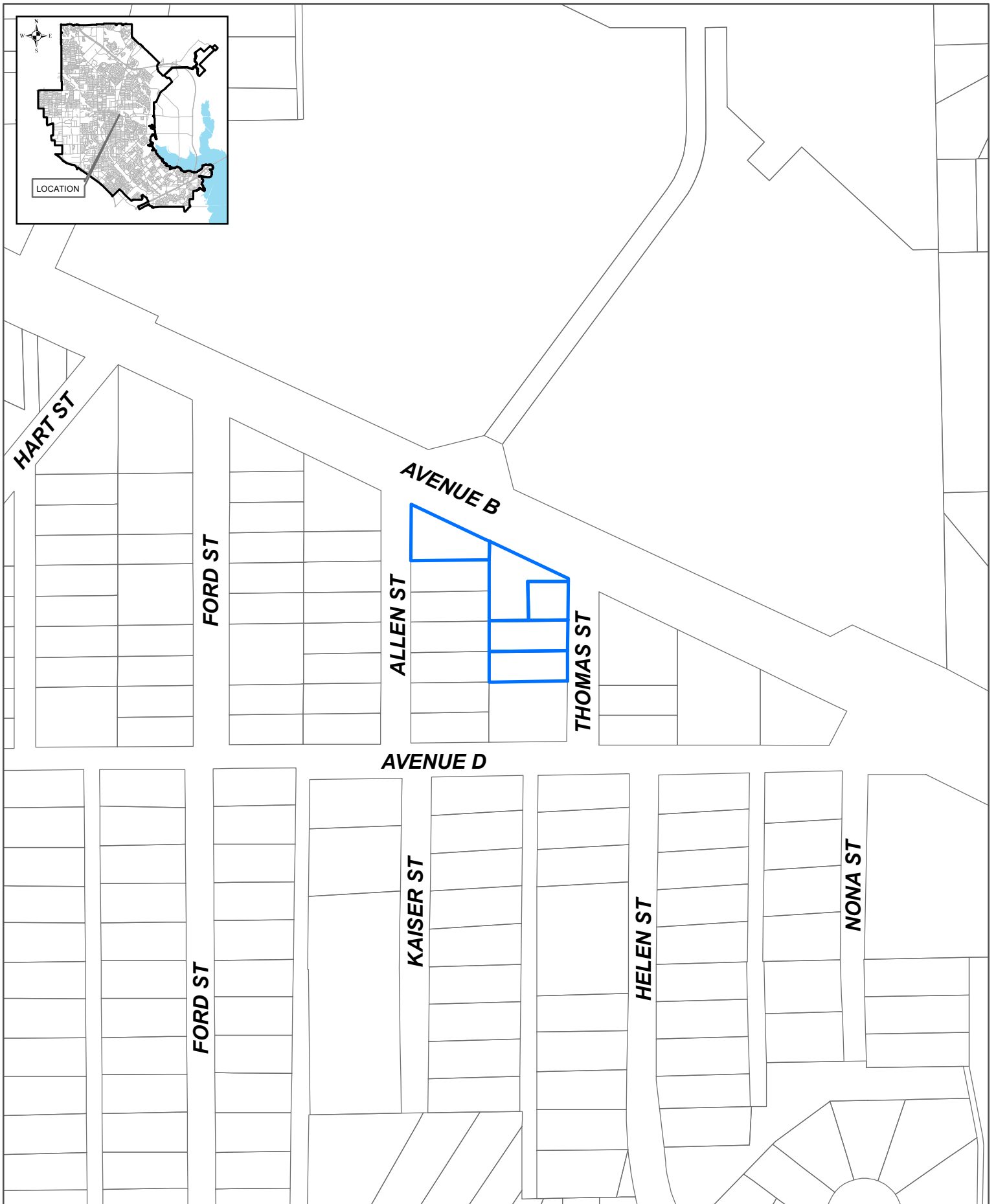
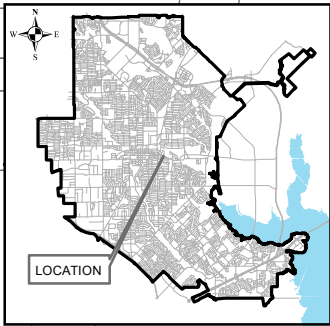
The City expressed interest in purchasing the vacant lots due to the history of property line and ROW issues in the Cooper Subdivision and he was amenable. The Dallas Central Appraisal District's values for all five properties is \$87,100. Through negotiations with Mr. Castillo, we have tentatively agreed to a purchase price of \$112,000 pending Council approval.

CONSIDERATION

The City Council was recently briefed about the platted lots in the Cooper Addition and the discrepancies with property lines as well as the rights-of-way for the streets in the subdivision. Purchasing the five (5) properties would be grouped with the previous parcels the City has already acquired in this subdivision.

Attachments

Acquisition Location Map





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

2.f.

Meeting Date: December 3, 2018

Item Title: Transfer of real property to the Garland Foundation for Development

Summary of Request/Problem

Council is requested to consider approving the conveyance of real property located at the former Hypermart site (3195 S. Garland Road) to the Garland Foundation for Development, Inc. Having the property legally owned by the Garland Foundation for Development provides greater flexibility in deal structures going forward. This item is currently on the consent agenda for the December 4, 2018 Regular Meeting of the City Council.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Hypermart SWD City to Foundation

Purchase Agreement Hypermart City to Foundation

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

**STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF DALLAS §**

That the **City of Garland, Texas, a Texas home-rule municipality** ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **the Garland Foundation for Development, Inc.,** a Texas local government corporation ("Grantee"), has **GRANTED, SOLD AND CONVEYED,** and by these presents does **GRANT, SELL AND CONVEY** unto Grantee all of Grantor's interests, of any kind, to those certain lots, tracts, or parcels of land situated in the County of Dallas, State of Texas, to wit:

TRACT 1: Lot 12R, Bock 1 of WAL-MART SUPER CENTER 2 ADDITION, an addition to the City of Garland, Dallas County, Texas, according to the plat map thereof recorded in Volume 87242, Page 5919, Map Records, Dallas County, Texas.

TRACT 2: Non-exclusive Easement Estate as created by instrument dated September 3, 1992, filed September 8, 1992, recorded in Volume 92175, Page 6100, refiled in Volume 92209, Page 387, Real Property Records, Dallas County, Texas, executed by Wal-Mart Stores, Inc., a Delaware corporation and Pizza Hut of America, Inc., a Delaware corporation.

TRACT 3: Non-exclusive Easement Estate created by instrument dated February 15, 1999, filed May 8, 2000, recorded in Volume 2000090, Page 6455, Real Property Records, Dallas County, Texas, executed by Garland Texas Associates, a New York general partnership and Galardi Group Franchising and Leasing, Inc., a California corporation and Wal-Mart Real Estate Business Trust, a Delaware business Trust.

Together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, subject to the terms and conditions of this Contract, including any right and interest of Seller in and to adjacent streets, alleys, or rights-of-way, such real estate, improvements, rights and appurtenances (collectively, "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, its successors and assigns forever; and Grantor binds Grantor and Grantor's heirs and successors to **WARRANT AND FOREVER DEFEND** all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

This conveyance is expressly subject to the following conditions and restrictions:

- (1) **Use of Property.** No lot or portion of the Property shall be owned, held, leased, transferred, sold, mortgaged, or conveyed for any use other than the development of the Property for commercial, retail, entertainment purposes, or any other use expressly allowed under an economic development agreement with the City of Garland, Texas.
- (2) **Conveyance.** The Property may not be conveyed to a third-party unless the future purchaser first enters into a development agreement with the City of Garland, Texas, expressly describing and defining the allowed uses of the Property.

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 20____.

GRANTOR:

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

By:_____

Name: Lori Barnett Dodson

Title: Mayor

[Acknowledgment on following page]

**THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

The foregoing instrument was acknowledged before me on the _____ day of _____, 2018 by, Lori Barnett Dodson, in her capacity as Mayor for the City of Garland, Texas.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

**Grantee's Address:
Garland Foundation for Development
PO Box 469002
Garland, TX 75046**

REAL PROPERTY PURCHASE & DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Contract") is made and entered into by and between **the City of Garland, Texas**, a home-rule municipality ("Seller" or "City") and **Garland Foundation for Development, Inc.**, a Texas local government corporation ("Buyer").

W I T N E S S E T H:

For and in consideration of the respective undertakings and agreements of Seller and Buyer set forth herein, the sufficiency of which are hereby mutually acknowledged, Seller and Buyer hereby agree as follows:

1. Property. Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and take from Seller, upon and subject to all of the terms and conditions set forth hereinafter all of that property located in Dallas County, City of Garland, Texas and more particularly described as,

TRACT 1: Lot 12R, Bock 1 of WAL-MART SUPER CENTER 2 ADDITION, an addition to the City of Garland, Dallas County, Texas, according to the plat map thereof recorded in Volume 87242, Page 5919, Map Records, Dallas County, Texas.

TRACT 2: Non-exclusive Easement Estate as created by instrument dated September 3, 1992, filed September 8, 1992, recorded in Volume 92175, Page 6100, refiled in Volume 92209, Page 387, Real Property Records, Dallas County, Texas, executed by Wal-Mart Stores, Inc., a Delaware corporation and Pizza Hut of America, Inc., a Delaware corporation.

**TRACT 3: Non-exclusive Easement Estate created by instrument dated February 15, 1999, filed May 8, 2000, recorded in Volume 2000090, Page 6455, Real Property Records, Dallas County, Texas, executed by Garland Texas Associates, a New York general partnership and Galardi Group Franchising and Leasing, Inc., a California corporation and Wal-Mart Real Estate Business Trust, a Delaware business Trust.
(collectively, "Land")**

2. Purchase Price. The total consideration for the sale of the Land shall be \$6,000,000.00 (the "Purchase Price"), all of such Purchase Price to be paid at closing on the closing date (same day funds).

3. Property Restriction. Seller and Buyer agree and acknowledge that the Land is being conveyed by Seller without competitive bids pursuant to Tex. Loc. Gov't Code 272.001(b)(4). Buyer agrees to serve as an independent foundation to have the Land developed as follows:

(A) Buyer agrees that subsequent to this transaction, the Land is to be sold to a third-party developer pursuant to an economic development agreement ("Developer") between the City of Garland, Texas and Developer for commercial, retail, or entertainment purposes, or any other use expressly allowed under the economic development agreement ("Project").

(B) Buyer agrees that the Land shall be conveyed to the Developer, subject to the Restriction Agreement attached hereto as Exhibit A

4. Seller's Representations and Warranties. Seller represents and warrants to Buyer (which representations and warranties shall survive closing) that:

(A) Seller is conveying to Buyer all of its interest to and in the Land.

(B) There is no action, suit or proceeding pending or, to Seller's actual knowledge, threatened against or affecting the Land or any portion thereof or relating to or arising out of the ownership or use of the Land or any portion thereof in any court or before any administrative body or governmental authority.

(C) There are no adverse or other parties in possession of the Land.

(D) Neither the entering into of this Contract nor the consummation of the transaction contemplated hereby will constitute a violation or breach by Seller of (i) any contract or other instrument to which Seller is a party, or to which Seller is subject or by which any of Seller's assets or properties may be affected, or (ii) any judgment, order, writ, injunction or decree issued against or imposed upon Seller, nor result in a violation of any applicable law, order, rule or regulation of any governmental authority affecting Seller.

(E) Seller is not a "foreign person" as such term is used in Section 1445 of the Internal Revenue Code.

(F) To the best of Seller's knowledge: (1) the Land does not presently contain any Hazardous Materials (as defined below) in an amount, condition, location, manner of storage, degree or concentration in violation of any Environmental Laws (as defined below); (2) neither the Land nor Seller are currently in violation of or subject to any existing, pending or

threatened investigation or inquiry by any governmental authority or any remedial obligations under any Environmental Laws; (3) Seller is not aware of any condition that could create liability to any party, public or private, of any environmental nature relating to the Land or due to the presence of any Hazardous Material on the Land; (4) Seller is in compliance with all applicable Environmental Laws with respect to the Land; (5) Seller is not aware of any release, spill, leak, discharge, disposal of, pumping, pouring, emitting, emptying, injecting, leaching, dumping or escape into or through the environment of any Hazardous Materials at, on, to or from the Land that is or could be a violation of any Environmental Law. In this Contract, the term "Environmental Laws" includes, but is not limited to, (a) with respect to federal law, CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. §§ 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300f *et seq.*), the Surface Mine Conservation and Reclamation Act (30 U.S.C. §§ 1251-1279), and regulations adopted pursuant thereto, and counterpart state and local laws, regulations adopted pursuant thereto; and (b) with respect to Texas law the Solid Waste Disposal Act (TEX. HEALTH & SAFETY CODE, Chap. 361 *et seq.*), the Texas Clean Air Act (TEX. HEALTH & SAFETY CODE, Chap. 382 *et seq.*), the Texas Water Code (TEXAS WATER CODE, Chap. 1 *et seq.*) and the regulations promulgated pursuant thereto. The term "Hazardous Materials" shall mean any hazardous, toxic or dangerous waste, substance, contaminant or material defined as such in any of the foregoing statutes and also includes lead-based paint, asbestos, radioactive materials, urea formaldehyde insulation or other substance considered to be hazardous by a reasonably prudent purchaser of real property.

- (G) This Contract constitutes the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, and Seller has full power and authority to execute and deliver this Contract and to consummate the transactions contemplated hereby. The execution and delivery of this Contract and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate, partnership, trust or other action required on the part of Seller and this Contract has been duly and validly executed and delivered by Seller.

5. Conditions Precedent to Buyer's Obligation. The following matters shall constitute absolute conditions precedent to Buyer's obligation to purchase the Land:

- (A) Seller's representations and warranties shall be true and correct as of the closing date.
- (B) The Land is in the same or similar condition as it was when this Contract was fully executed.

- (C) Title to the Land shall remain as initially approved by Buyer in the Title Binder and on the Survey as set forth in the provisions of this Contract such that good and indefeasible title shall be conveyed to Buyer at closing.

In the event that the conditions set forth above are not satisfied at closing, then Buyer may either obtain a refund of all Earnest Money plus accrued interest thereon following which neither party shall thereafter have any further liability to the other hereunder, or Buyer may waive in writing the nonfulfillment of such condition and purchase the Land pursuant to the terms and provisions hereof without any reduction in the Purchase Price.

6. Feasibility Period; Remediation of Hazardous Wastes.

- (A) Buyer shall have the right for a period of fifteen calendar days (the "Feasibility Period") after the effective date (as provided below) of this Contract to enter onto the Land and to have full access the Land for the purpose of conducting such inspections, investigations, studies and tests as Buyer may deem fit. On or before the commencement of the Feasibility Period, Seller shall furnish Buyer with a copy of any hazardous waste reports or other environmental assessments, audits or test results obtained by Seller relative to any portion of the Land. In the event that Buyer determines, in its sole discretion, based upon its inspections, investigations, studies or tests, that the Land is not satisfactory for Buyer's purposes or is not suitable for Buyer's intended use, then Buyer shall deliver written notice of such determination to Seller on or before the expiration of the Feasibility Period. In the event of such termination, and provided that Buyer is not otherwise in default of any provision of this Contract, all Earnest Money together with any accrued interest shall be returned to Buyer by the Title Company, and thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract.
- (B) If Buyer's inspections, investigations, studies or tests disclose the existence of any Hazardous Materials in, on or under the Land, then Buyer may either:
- (1) Terminate this Contract (in which event the Earnest Money together with any accrued interest shall be paid or returned Buyer and thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract); or
 - (2) Waive, in writing, its objections to the existence of Hazardous Materials and proceed to closing without adjustment of the Purchase Price.

7. Closing.

- (A) The closing of the purchase and sale of the Land shall take place on or before 30 days after the full execution of this Contract, unless extended by written agreement or

necessitated by unplanned circumstances. The closing shall take place at **200 North 5th Street, Office of the City Attorney, Garland, Texas 75040**, or at such other place as the parties may mutually agree.

(B) At the closing, Seller shall deliver to Buyer:

- (1) One or more special warranty deeds conveying title to the Land to Buyer, its successors and assigns, duly executed and acknowledged by Seller;
- (2) All such other instruments of assignment, transfer or conveyance as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Land in accordance with this Contract and where necessary or desirable in recordable form.

At the closing, Buyer shall pay the Purchase Price subject, however, to the adjustments and prorations provided herein. Exclusive possession of the Land shall be delivered to Buyer in accordance with the terms hereof on the date of closing.

8. Closing Adjustments and Prorations.

- (A) Real Estate Taxes. Real estate taxes and assessments, if any, for the calendar year of closing shall be prorated between Seller and Buyer as of the date of closing, taking into consideration that Buyer and Seller are tax-exempt entities. If the amount of such taxes for the year of closing is not yet available, the proration shall be based upon the amount of such taxes for the previous year.
- (B) Recording Fees. Seller shall pay all recording fees and any similar fees or assessments imposed by state or local law and payable in respect of the sale or transfer of the Land.
- (C) Survey. Seller shall pay for the cost of the Survey.

9. Remedies. If Seller shall have fully complied with all covenants, conditions and matters hereunder by Seller to be performed or Buyer has waived such compliance in writing, Buyer's conditions precedent are satisfied or waived, and the Title Company is ready, willing and able to issue its Owner's Policy of Title Insurance in the form herein prescribed, and Buyer shall then fail and refuse to close this transaction, then all Earnest Money deposited hereunder together with accrued interest thereon shall be paid to Seller as Seller's sole and exclusive remedy. If Buyer shall have fully complied with all covenants, conditions and matters hereunder by Buyer to be performed, or Seller has waived such compliance in writing, and the Title Company is ready, willing and able to issue its Owner's Policy of Title Insurance in the form herein prescribed, and Seller shall then fail and refuse to close this transaction, then at Buyer's election Buyer may either obtain a refund of all Earnest Money together with accrued interest thereon whereupon all parties shall be released from all further obligations hereunder or Buyer may sue Seller for specific performance, it being hereby acknowledged that Buyer's

remedies at law are inadequate. Buyer and Seller hereby waive any and all other remedies available to either or any of them at law or in equity.

10. Brokerage Commission. Each of the parties hereto represents and warrants to the other that there are no other brokers or finders involved in this transaction and that there are no real estate commissions or finder's fees due in connection with this Contract and each of the parties agrees to indemnify and hold harmless the other from any other claims or liability for any other such commission or brokerage fee brought on account of the action or conduct of the indemnifying party. This paragraph shall survive the closing or termination of this Contract.

11. Time, Calculation. Time is of the essence in this Contract. If the final date in any provision of this Contract falls on a Saturday, Sunday or legal holiday (when national banks are closed), then, and in such event, the duration of such period shall be extended so that it shall end on the next succeeding day that is not a Saturday, Sunday or legal holiday.

12. Real Estate License Act of Texas. Buyer acknowledges that, in accordance with the terms of the Real Estate License Act of Texas, it has been advised that it should have an abstract covering the Land examined by an attorney of Buyer's selection or that Buyer should be furnished with or obtain a policy of title insurance.

13. Notices. Any notice required or desired to be given from one party to the other party to this Contract shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, postage prepaid, and addressed to such party at the address hereinafter specified; (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice, or (iv) emailed to any respective email address listed below.

14. No Assignment. Neither party shall have the right to assign that party's interest in this Contract without the prior written consent of the other party.

15. Severability. If any term or provision of this Contract is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Contract shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Contract a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

16. Waiver. Either Seller or Buyer shall have the right to waive any requirement contained in this Contract which is intended for the waiving party's benefit, but, except as

otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended and specifically identifying the provision or provisions being waived. No waiver of any breach or violation of any term of this Contract shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

17. Governing Law; Venue. This Contract and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Contract are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Contract shall be in Dallas County, Texas.

18. Paragraph Headings; Construction. The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Contract and this Contract shall not be construed either more or less strongly against or for either party.

19. Binding Effect. Except as limited herein, the terms and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

20. Gender. Within this Contract, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

21. Counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

22. Exhibits. All exhibits to this Contract are incorporated herein by reference for all purposes wherever reference is made to the same.

23. Entire Agreement. It is understood and agreed that this Contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally and may be modified only by a written document signed by an authorized representative both parties.

24. Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision

contained in this Contract nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract. There are no third-party beneficiaries to this Contract and no third-party beneficiaries are intended by implication or otherwise.

EXECUTED on the dates indicated below. For purposes of this Contract, the latter date on which a party hereto executes this Contract shall be considered the effective date (the "Effective Date").

SELLER:

City of Garland, a Texas home-rule municipality

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

**Garland Foundation for Development, a
Texas local government corporation**

By: _____

Name: _____

Title: _____

Date: _____

ADDRESS FOR NOTICE:

PURCHASER:

John Baker, Executive Director
Garland Foundation for Development
200 N. 5th Street
Garland, TX 75040
Email:

SELLER:

City of Garland
Rick Vasquez, Assistant City Manager
P.O. Box 469002
Garland, Texas 75046-9002
rvasquez@garlandtx.gov

With a copy to:
Brian England, Deputy City Attorney
200 N. Fifth St., 4th Floor
P.O. Box 469002
Garland, Texas 75046-9002
bengland@garlandtx.gov
(972) 205-2380
(972) 205-2389 [FAX]

EXHIBITS:

Exhibit "A" – Form of Restriction Agreement

**EXHIBIT “A”
RESTRICTION AGREEMENT**

PROPERTY RESTRICTION AGREEMENT

This Restriction Agreement ("Restriction Agreement") is made and entered into as _____, 2018, (the "Effective Date") by and between _____, its successors, or assigns ("Developer") and the Garland Foundation for Development, Inc., a Texas local government corporation ("GFFD") (collectively, "Parties").

Recitals:

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

WHEREAS, the City of Garland, Texas, ("City") was the owner of the certain Land, commonly known as 3195 S. Garland Road or the former Hypermart Tract;

WHEREAS, pursuant to the Purchase and Development Agreement of ____ day of _____, 2018, the City conveyed to GFFD the Land with a restriction that the Land be developed pursuant to an economic development agreement between the City and developer for commercial, retail, or entertainment purposes, or any other use expressly allowed under the economic development agreement ("Required Uses" or "Project"), all of which is more particularly described in the detailed plan attached to and incorporated into the PD Ordinance related to the Land and Project; and

WHEREAS, GFFD has, as a condition of the conveyance of the Land to Developer, restricted the use of the Land for the Approved Uses;

NOW, THEREFORE, in consideration of the sum of ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article I Definitions

For purposes of this Restriction Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

"City" means the City of Garland, a Texas home rule municipality located in Dallas County, Texas.

“Land” means the real property located in the City of Garland, Dallas County, Texas, and more fully described as follows:

TRACT 1: Lot 12R, Block 1 of WAL-MART SUPER CENTER 2 ADDITION, an addition to the City of Garland, Dallas County, Texas, according to the plat map thereof recorded in Volume 87242, Page 5919, Map Records, Dallas County, Texas.

TRACT 2: Non-exclusive Easement Estate as created by instrument dated September 3, 1992, filed September 8, 1992, recorded in Volume 92175, Page 6100, refiled in Volume 92209, Page 387, Real Property Records, Dallas County, Texas, executed by Wal-Mart Stores, Inc., a Delaware corporation and Pizza Hut of America, Inc., a Delaware corporation.

TRACT 3: Non-exclusive Easement Estate created by instrument dated February 15, 1999, filed May 8, 2000, recorded in Volume 2000090, Page 6455, Real Property Records, Dallas County, Texas, executed by Garland Texas Associates, a New York general partnership and Galardi Group Franchising and Leasing, Inc., a California corporation and Wal-Mart Real Estate Business Trust, a Delaware business Trust. (collectively, “Land”);

“PD Ordinance” is the planned development zoning ordinance approved by the City Council of the City of Garland related to the Project and development of the Land.

“Project” is defined in the recitals.

“Property” means the Land and the Improvements, or portion thereof, following construction thereof on the Land.

“Purchase Contract” means that certain Real Property Contract of Sale by and between GFFD and Developer, dated and effective _____, 2018 with respect to the sale of the Land by GFFD to Purchaser.

“Required Use” or “Required Uses” is defined in the Recitals.

Article II Restrictions

3.1 Use of Property; Buildings. No lot or portion of the Property shall be owned, held leased, transferred, sold, mortgaged or conveyed for any use other than the development of the Project and the Required Use. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Land other than the improvements that will be used in conformance with the Required Use.

Article IV Miscellaneous

4.1 Enforcement. GFFD and any subsequent owner of all or any portion of the Land, other than resident owners of any single-family dwelling, shall have the right, but not the obligation, to enforce this Restriction Agreement, as the same may be amended as herein provided. Enforcement of this Restriction Agreement and the covenants and restrictions contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions to cure such violation or breach within ninety (90) days after receipt of written notice thereof by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. The rights of GFFD under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof.

4.2 Duration. The Use Restrictions set forth herein shall be effective from the date this Restriction Agreement is recorded and continue for a period of ten (10) years following the Effective Date, at which time this Restriction Agreement shall automatically and immediately terminate without notice.

4.3 Amendment. No amendment or any early termination of this Restriction Agreement shall be effective unless and until the Executive Director of the GFFD has approved the same as evidenced by an executed instrument and recorded in the Real Property Records of Dallas County, Texas. In the event Developer desires to change, amend or alter the Use Restrictions set forth in Article 3 so that the Property may be used for other than single-family residential use, Developer shall file a written application for such change or amendment to Article 3 with the Executive Director of the GFFD. The GFFD shall approve or deny such application in whole or in part within thirty (30) days after receipt of such application, with the failure to act constituting a denial of the request.

4.4 Notices. All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been fully and completely made when given by hand, by confirmed facsimile transmission by overnight delivery by Federal Express or other reliable courier or the mailing of such by registered or certified mail, addressed as follows:

If to Developer:

If to GFFD:

Garland Foundation for Development, Inc.
Attn: John Baker, Executive Director
200 N. 5th Street
Garland, TX 75040

With a copy to:

Brian C. England
City of Garland
200 N. 5th Street
Garland, Texas 75040
(972) 205-2380
E-mail: bengland@garlandtx.gov

Any party may at any time and from time to time by notice in writing to the other party hereto change the name or address of the person to who notice is to be given as hereinbefore provided.

5.5. Successors and Assigns. This Agreement shall bind, and inure to the benefit of, the parties and their respective successors and assigns.

5.6. Governing Law. This Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of law provisions) of the State of Texas. Venue for any action shall be in the state district court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

5.7. Recording. The parties agree that GFFD may record this Agreement in the Official Real Property Records of Dallas County, Texas.

5.8. Covenants Run with the Property. This Restriction Agreement and the terms and provisions hereof are intended to run with the Property and shall be binding upon Developer and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Property, other than single-family lots, including all improvements thereon, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Property, for which such party shall remain liable and shall be binding upon and inure to the benefit of the GFFD and its successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Property shall automatically, and without further acknowledgement or conformation from the owner, constitute such owner's assumption of the obligations of Developer hereunder with respect to the applicable portion of the Property.

5.9. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no statement, promise, representation or

modification hereof by any person, if any, and whether oral or written, shall be binding upon any party.

5.10, Assignment to City. GFFD may, in its sole discretion, assign all of its right, title, and interest in this Agreement to City without the consent of Developer, provided such assignment shall not be effective earlier than the date notice of the assignment is delivered by GFFD to Developer.

5.11 Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Restriction Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Restriction Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Restriction Agreement. There are no third-party beneficiaries to this Restriction Agreement and no third-party beneficiaries are intended by implication or otherwise.

5.11. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts; each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

[Signature page to follow]

EXECUTED on the dates indicated below. For purposes of this Contract, the latter date on which a party hereto executes this Contract shall be considered the effective date (the “Effective Date”).

DEVELOPER:

FOUNDATION:

**Garland Foundation for Development,
Inc., a Texas local government corporation**

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____,
2018, by _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of
_____, 2018.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____,
2018, by John Baker, in his capacity as Executive Director of the Garland Foundation for
Development.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of
_____, 2018.

Notary Public in and for the State of Texas



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

2.g.

Meeting Date: December 3, 2018

Item Title: Rescheduling of January 1, October 1 and November 19 Regular City Council Meetings

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Council is asked to consider rescheduling the January 1, 2019 Regular Meeting to January 8, 2019, October 1, 2019 Regular Meeting to September 30, 2019 and the November 19, 2018 Regular Meeting to November 12, 2019. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 4, 2018 Regular Meeting.

Recommendation/Action Requested and Justification

Approve a resolution rescheduling the January 1, October 1 and November 19 Regular Meetings of the City Council to January 8, September 30 and November 12.

Attachments

2019 Proposed City Council Dates

RESOLUTION NO.

A RESOLUTION RESCHEDULING MEETINGS OF THE CITY COUNCIL TO BE HELD IN CALENDAR YEAR 2019 AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Sec. 8, Article III of the City Charter requires the City Council to prescribe by ordinance or resolution the time for its regular meetings; and

WHEREAS, Sec. 10.14 of the Code of Ordinances provides that regular meetings of the City Council shall be held on the first and third Tuesdays of each month; and

WHEREAS, because the first regular meeting for January, 2019 falls on the New Year's holiday, the City Council desires to reschedule that meeting to a later date in January; and

WHEREAS, in order to allow the members of the City Council to participate in the National Night Out Against Crime, the usual schedule for the meeting of the City Council that would be held on the first Tuesday of October is impracticable; and

WHEREAS, because the second regular meeting of the City Council for November will fall during the Thanksgiving holidays, the City Council desires to reschedule that meeting to an earlier date in November; and

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

Section 1

That the City Council hereby establishes January 8, 2019 as the date of its first regular meeting in January, 2019; September 30, 2019 as the date of its first regular meeting for the month of October, 2019; and November 12, 2019 as the date of its second regular meeting for the month of November, 2019.

Section 2

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

PASSED AND APPROVED this the 4th day of December, 2018.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3.a.

Meeting Date: December 3, 2018

Item Title: Update on Progress and Implementation of Proposed 2019 Bond Referendum

Submitted By: John Baker, Assistant City Manager

Summary of Request/Problem

Representatives from Kimley-Horn and City Staff will provide an update to the Council regarding public input, community meetings, anticipated timelines and other information related to the proposed 2019 Bond Program.

Recommendation/Action Requested and Justification

Council discussion.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

3.b.

Meeting Date: December 3, 2018

Item Title: Discuss and consider Skate Park Design Concepts for a proposed Skate Park at Rick Oden Park

Submitted By: Rick Vasquez, Assistant City Manager

Summary of Request/Problem

Kimley-Horn Consulting Engineers will present skate park design concepts for the development of a skate facility at Rick Oden Park.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Rick Oden Skate Park Options



City of Garland

Parks, Recreation & Cultural Arts Department

SKATE PARK PRESENTATION

CITY COUNCIL WORK SESSION - DECEMBER 3, 2018



GARLAND
TEXANS MADE HERE

Kimley»Horn

Introductions



Kimley-Horn Staff

- John Fielder, RLA
- Nathan Ante, P.E.

Outline



- Overview and Background
- Site Selection
- Public Input
- Size and Cost Comparisons
- Possible Site Location
- Council Direction / Decision Matrix
- Open Discussion

Garland Skate Park – Progress to Date

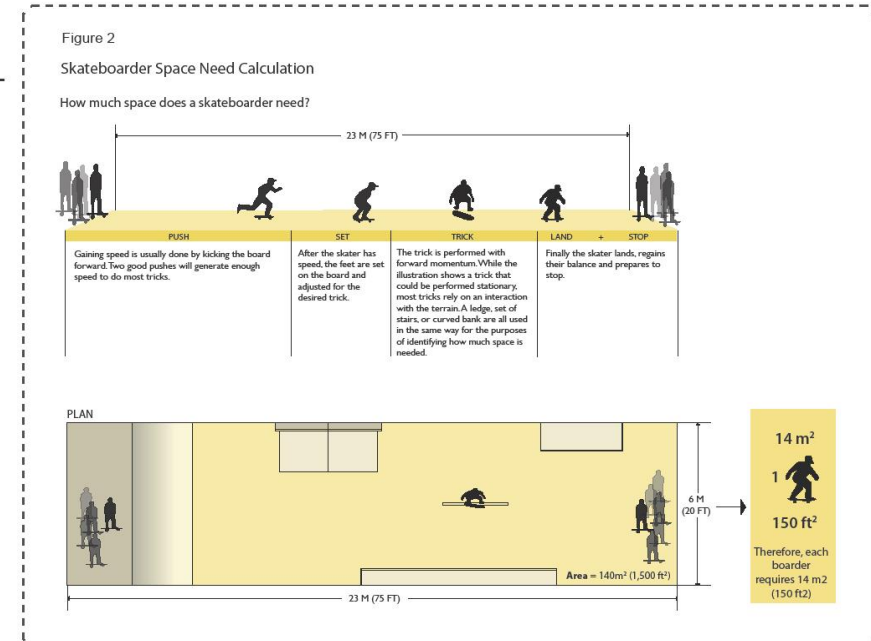
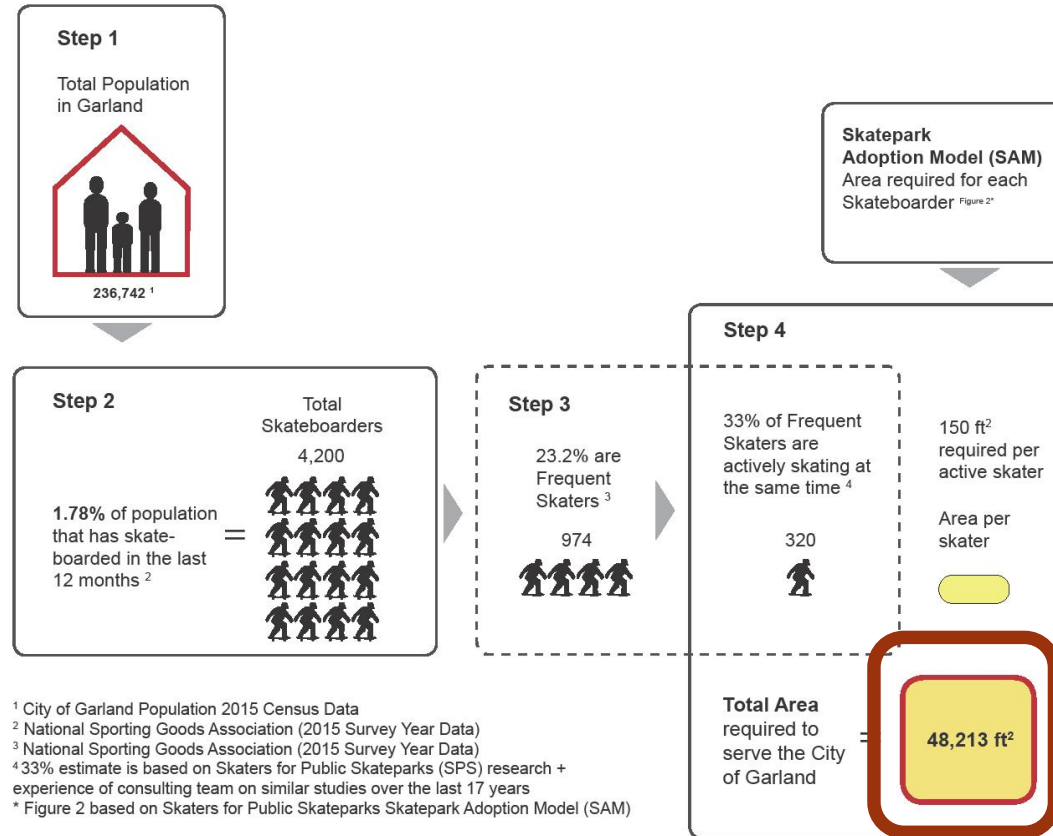


- Needs Assessment Completed
- Size / Budget Recommendation Provided
- Review of Potential Sites
- Public Input Surveys
- Parks Board

Garland Skatepark

Determining the Level of Need

Calculating the City of Garland's Skateboarding User Population and Terrain Area Needs



¹ City of Garland Population 2015 Census Data

² National Sporting Goods Association (2015 Survey Year Data)

³ National Sporting Goods Association (2015 Survey Year Data)

⁴ 33% estimate is based on Skaters for Public Skateparks (SPS) research + experience of consulting team on similar studies over the last 17 years

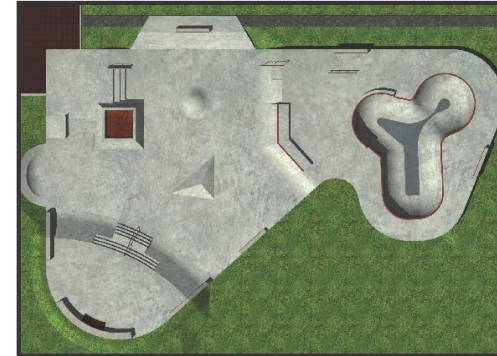
* Figure 2 based on Skaters for Public Skateparks Skatepark Adoption Model (SAM)

Garland Skatepark

Project Budget + Approximate Facility Size Analysis: \$500,000 - \$2,000,000



\$500,000 = ~10,000 sqft - 11,000 sqft
(Example of City in Region with Similar Size of Facility:
Granbury, TX - pop. ~9,755)



\$750,000 = ~15,000 sqft - 16,500 sqft
(Example of City in Region with Similar Size of Facility:
Cedar Park TX - pop. ~68,916)



\$1,000,000 = ~20,000 sqft - 22,000 sqft
(Example of Cities in Region with Similar Sizes of Facility:
Roanoke TX - pop. ~7,804, Conroe, TX - pop. ~82,286)



\$2,000,000 = ~40,000 sqft - 44,000 sqft
(Examples of Cities in Region with Similar Sizes of Facility:
Frisco - pop. ~163,656, McKinney - pop. ~172,000)

**Recommended
Facility Size Ranges**
**Garland Population
(2015)**
~236,742



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SPA SKATEPARKS

IMPORTANT: Approximate size references outlined are based on legacy data from similar municipal concrete skatepark projects completed in the region over the last 2 years. Size references include skatepark concrete structure and associated civil works ONLY (assuming no major over excavation or moisture conditioning programs). Extended site landscaping, sport lighting systems, site furnishings, fencing etc. should be accounted for as additional cost items in relation to the benchmarks outlined.

Garland, TX

October 2018

Garland Skate Park – Funding History



Current CIP Budget - \$1,150,000

Background on Funding

- 2004 Bond Referendum – Garland voters approve \$500,000 for a skate park.
- 2004 to 2014 - CIP funds for the skate park remain at \$500,000.
- 2015 CIP – City Council approved an additional \$500,000. Revised budget: \$1,000,000.
- 2017 CIP – City Council approved an additional \$150,000. Current budget is \$1,150,000.

2018 CIP

Funds programmed in 2018 in anticipation of construction in 2018:

- 2004 Bond funds - \$500,000
- Certificates of Obligation issued - \$590,000
- Less previous years' expenditures - (\$64,000)
- Total Approved Funding in 2018 CIP - \$1,026,000

Garland Skate Park – Scope of Work

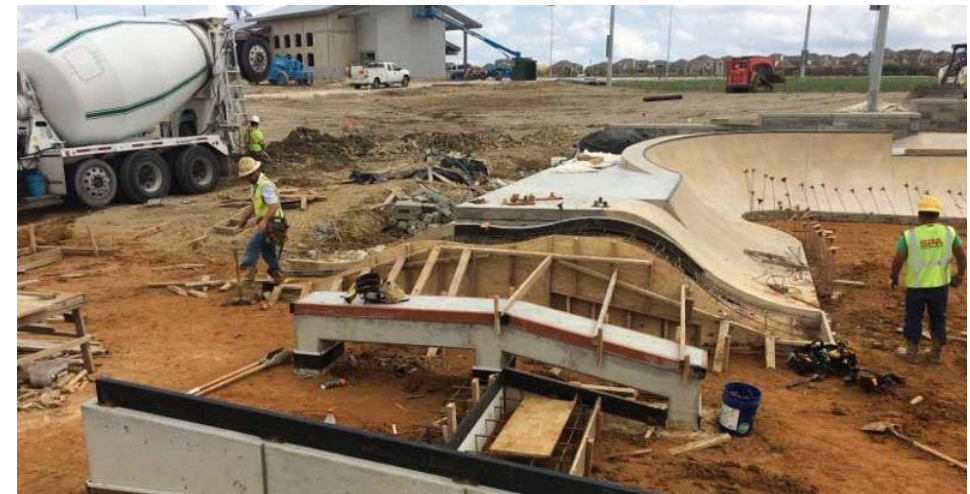


Skate Park Costs Include:

- Design of skate park terrain (includes public engagement)
- Construction of skate park terrain
 - Includes base preparation of 1ft pad fill material
(needs may vary per geotechnical conditions)
 - Skate park hard surface features
 - Subsurface drainage connections at site

Additional Site Infrastructure may include:

- Shade Structures
- Water fountains
- Restrooms
- Lighting
- Additional Seating
- Parking
- Utility Service
- Signage
- Landscape
- Irrigation
- Drainage off site
- Major soil conditioning / select fill soil import



Site Selection Criteria



First Filter

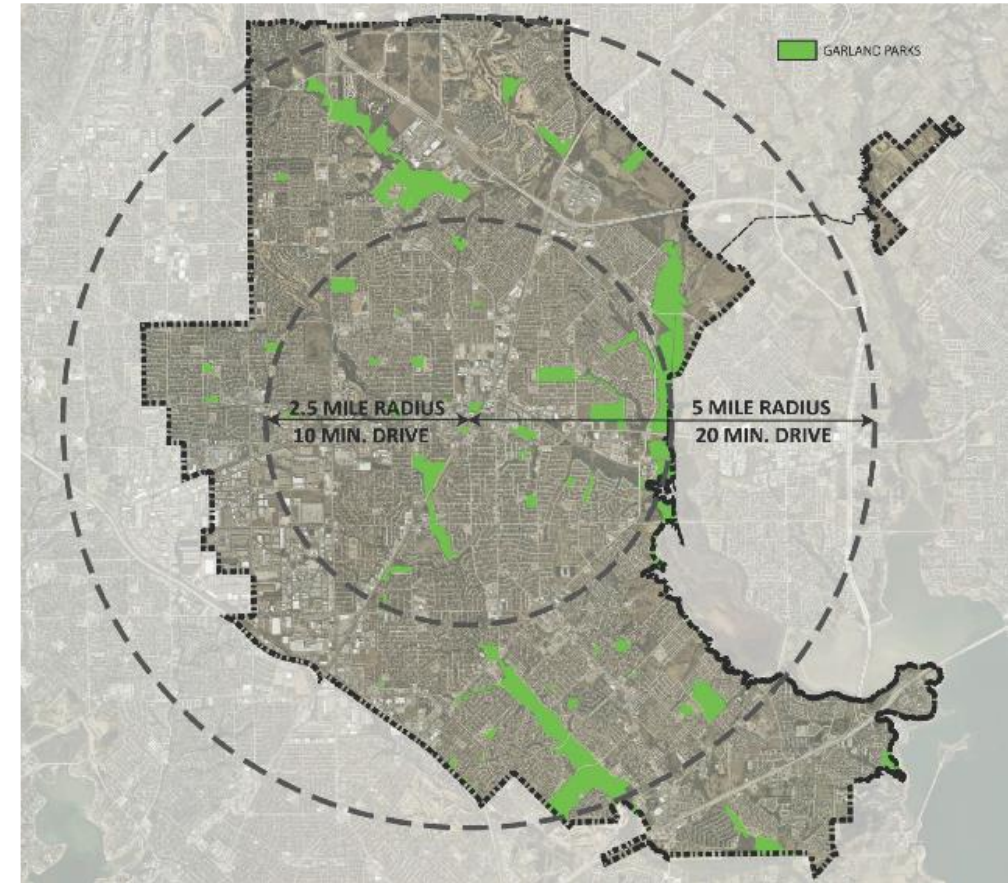
- Within existing City park land
- 2-3 Acres of developable land
 - Undeveloped Land
 - Re-programmed land
- Parking up to 30 spaces available on site
- Utilities available on site
- Restroom available on site

Second Filter

- No more than 3 sides adjacency to neighborhood; 2 preferred
- Minimum of 150 linear feet buffer from nearest home
- Accessible from a collector road to avoid neighborhood traffic conflicts

Third Filter

- Community accessibility
- Within 10 minutes driving time to Historic Downtown Garland
- Create community
- Enhance quality of park, not take away from quality



Site Selection Criteria



Community parks within 10 min. drive of Historic Downtown Garland located along a collector road:

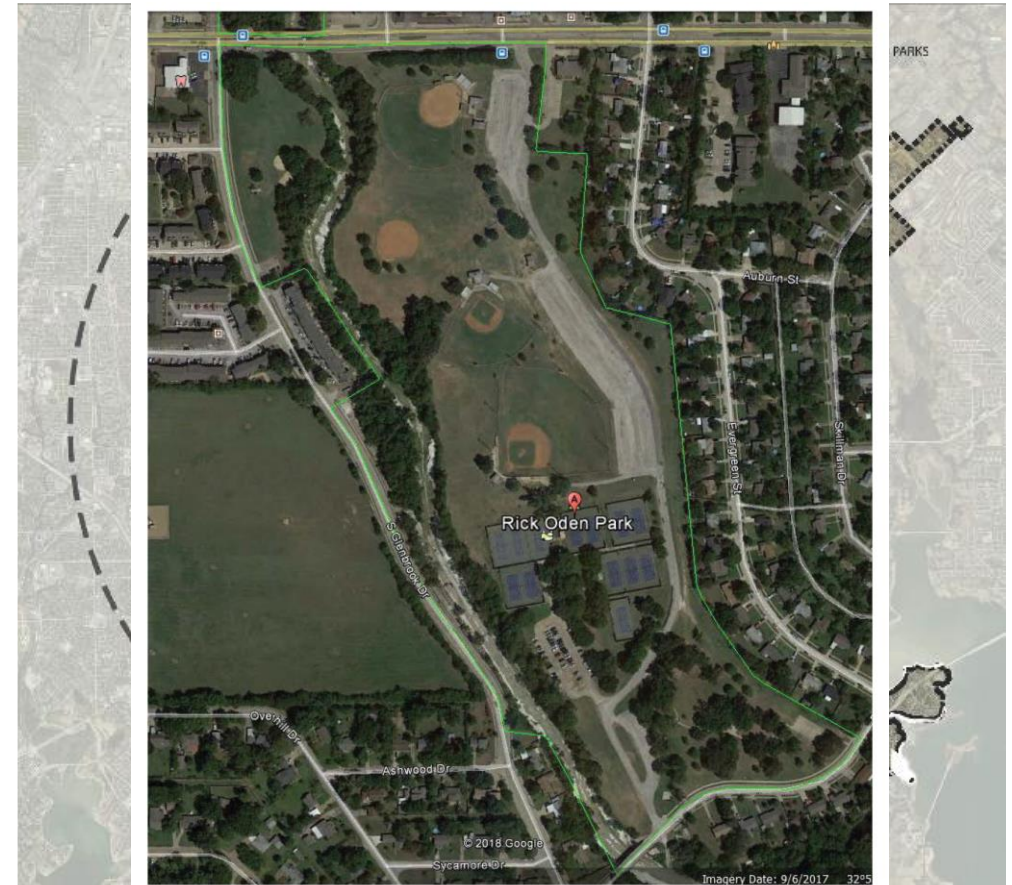
- Bradfield Park
- Central Park
- Embree Park
- Holford Park
- Rick Oden Park
- Tuckerville Park

Parks with existing infrastructure: (utilities, parking, restrooms, etc.)

- Central Park
- Rick Oden Park

Enhancing the quality of the park:

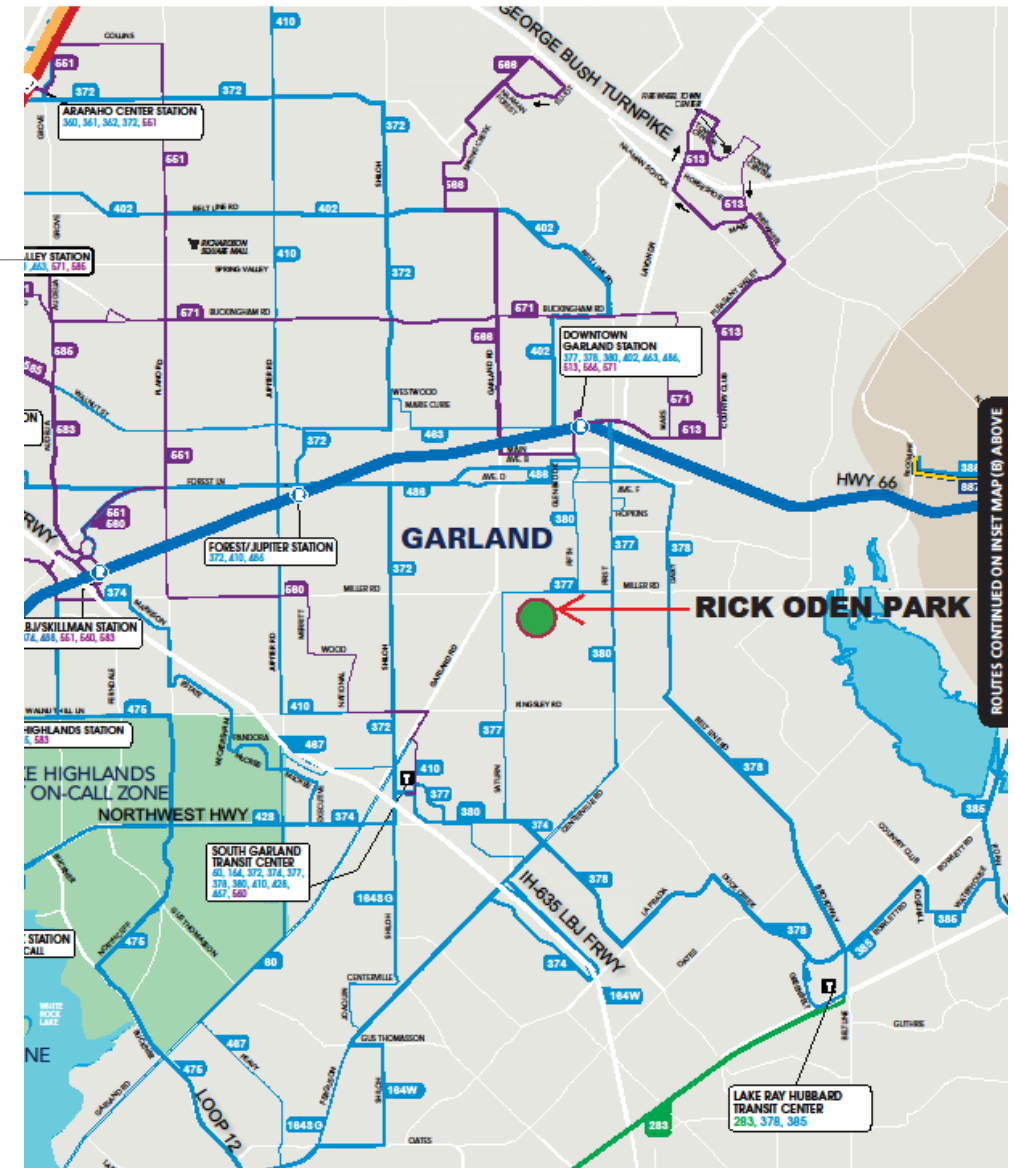
- Rick Oden Park



Park Location Map

Rick Oden Park

- 1010 West Miller Road
- Located along bus route (Route 377)
- Approximately 2 miles from Downtown Garland Station



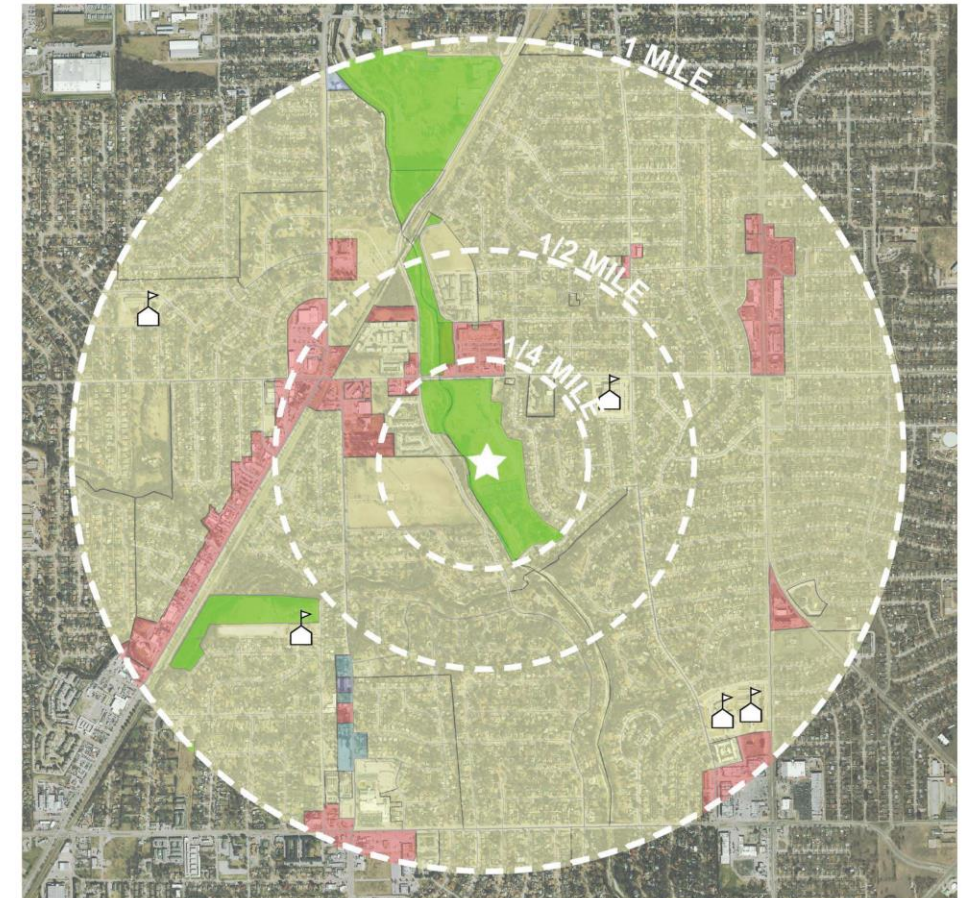
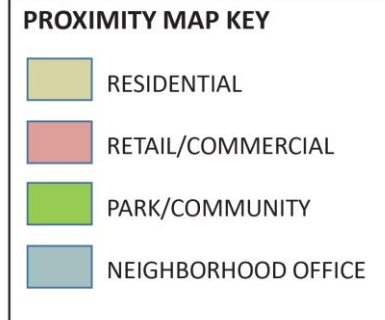
Public Input



Staff Sent 150+ Notices Sent to Surrounding Property Owners

Staff Received 10 Responses

Parks Board Held Public Hearing to Receive Comments from Public on 11/7/2018



Public Input



Comments received to-date include:

- Additional activity for park space
- Would provide amenity similar to surrounding communities
- Would like to see proposed size and concept design
- Need to maintain trees and green area in the park
- Need to maintain multiple uses (tennis, baseball, park space)
- Concerns regarding increased noise levels
- Concerns regarding traffic congestion
- Concerns regarding safety for children and park users

Skate Parks – Size and Cost Comparison



Type

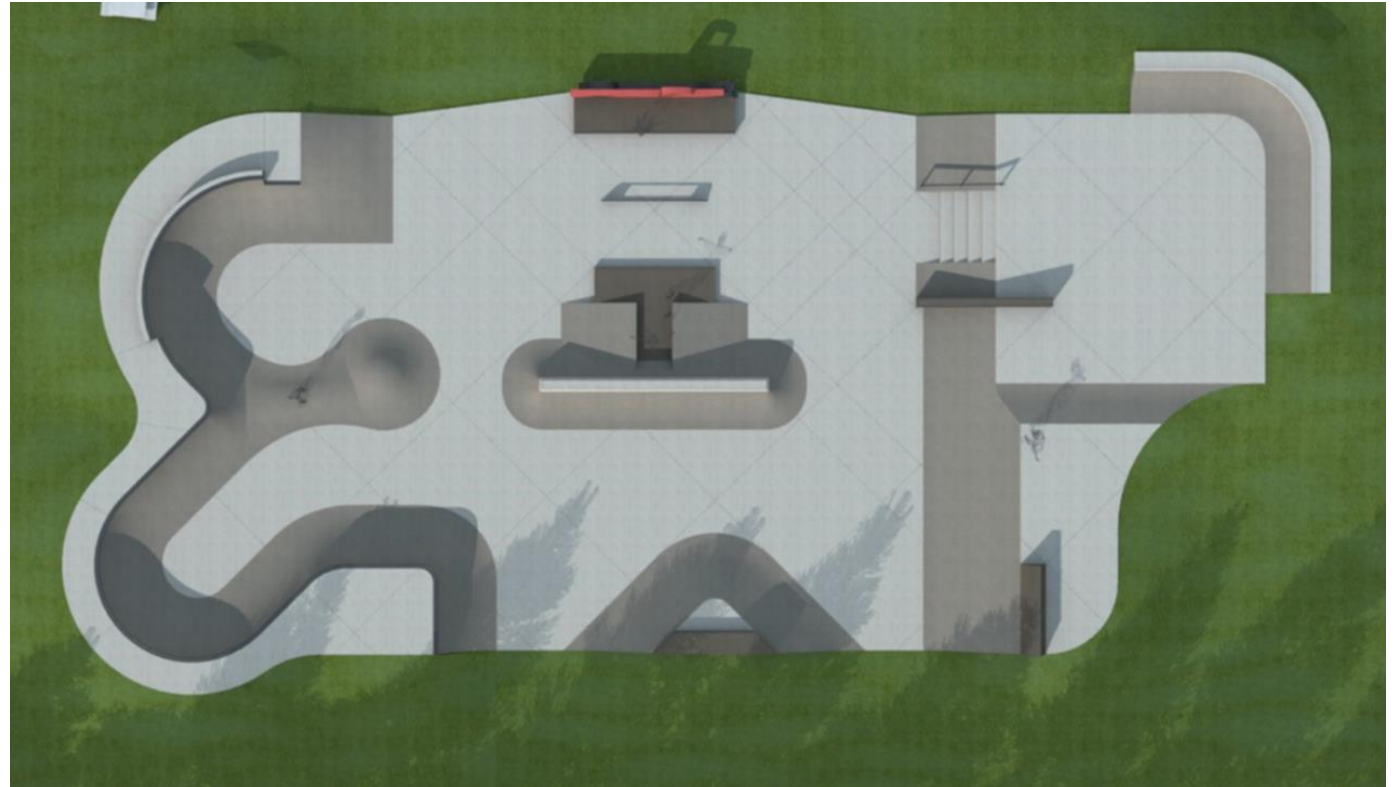
- Neighborhood Skate Park

Size

- 10,000 SF to 11,000 SF

Project Costs

- Skate Park: \$500k to \$750k
- Additional Site Infrastructure: ±\$250k
- Total Project Cost: \$750k to \$1m



Skate Parks – Size and Cost Comparison



Type

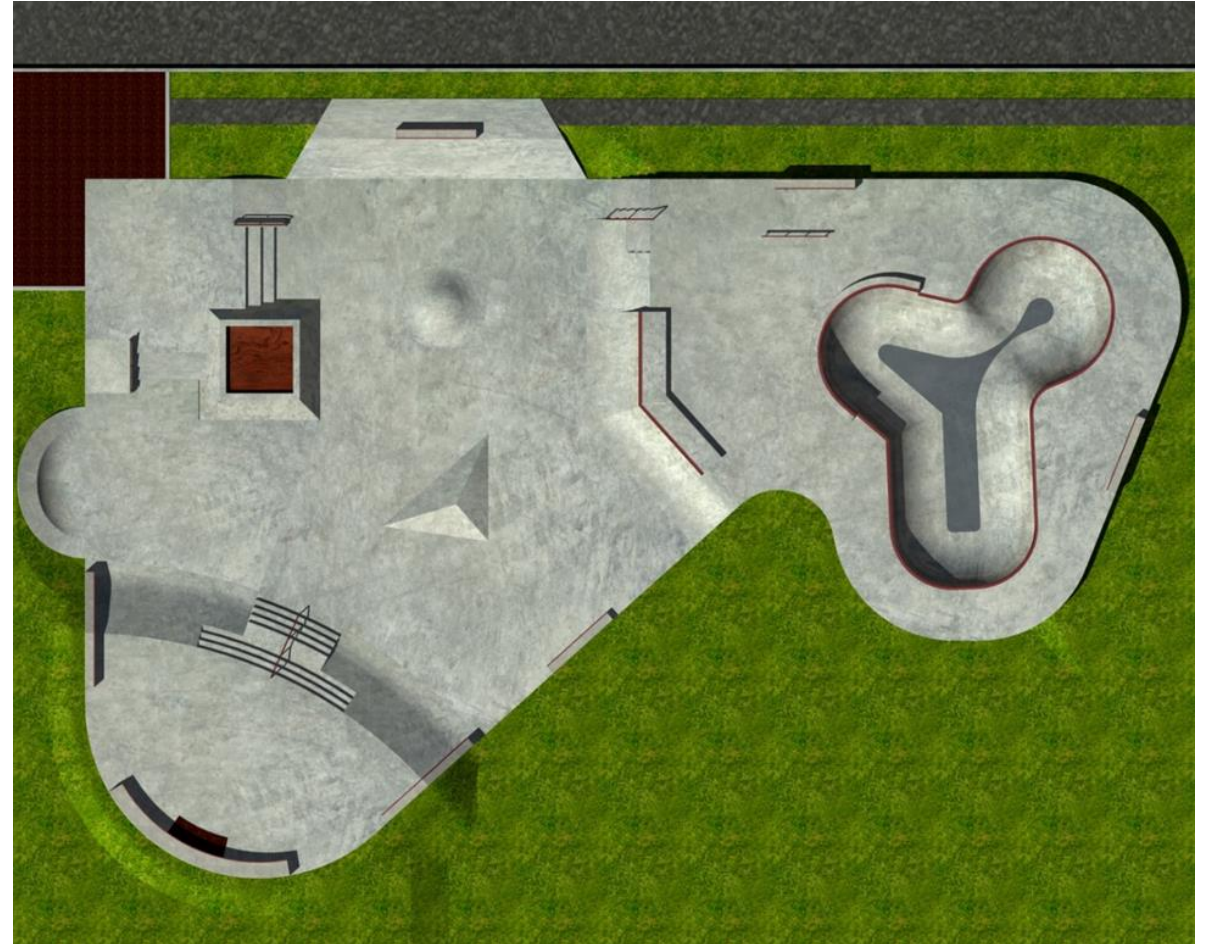
- Small Community Skate Park

Size

- 15,000 SF to 16,500 SF

Project Costs

- Skate Park: \$750k to \$1m
- Site Infrastructure: ±\$250k
- Total Project Cost: \$1m to \$1.25m



Skate Parks – Size and Cost Comparison



Type

- Large Community Skate Park

Size

- 20,000 SF to 22,000 SF

Project Costs

- Skate Park: \$1m to \$1.2m
- Site Infrastructure: ±\$250k
- Total Project Cost: \$1.25m to \$1.5m



Skate Parks – Size and Cost Comparison

Type

- City-Wide Skate Park

Size

- 40,000 SF to 44,000 SF

Project Costs

- Skate Park: \$2m+
- Site Infrastructure: ±\$250k
- Total Project Cost: \$2.25m+



Skate Park Locations

Site Location

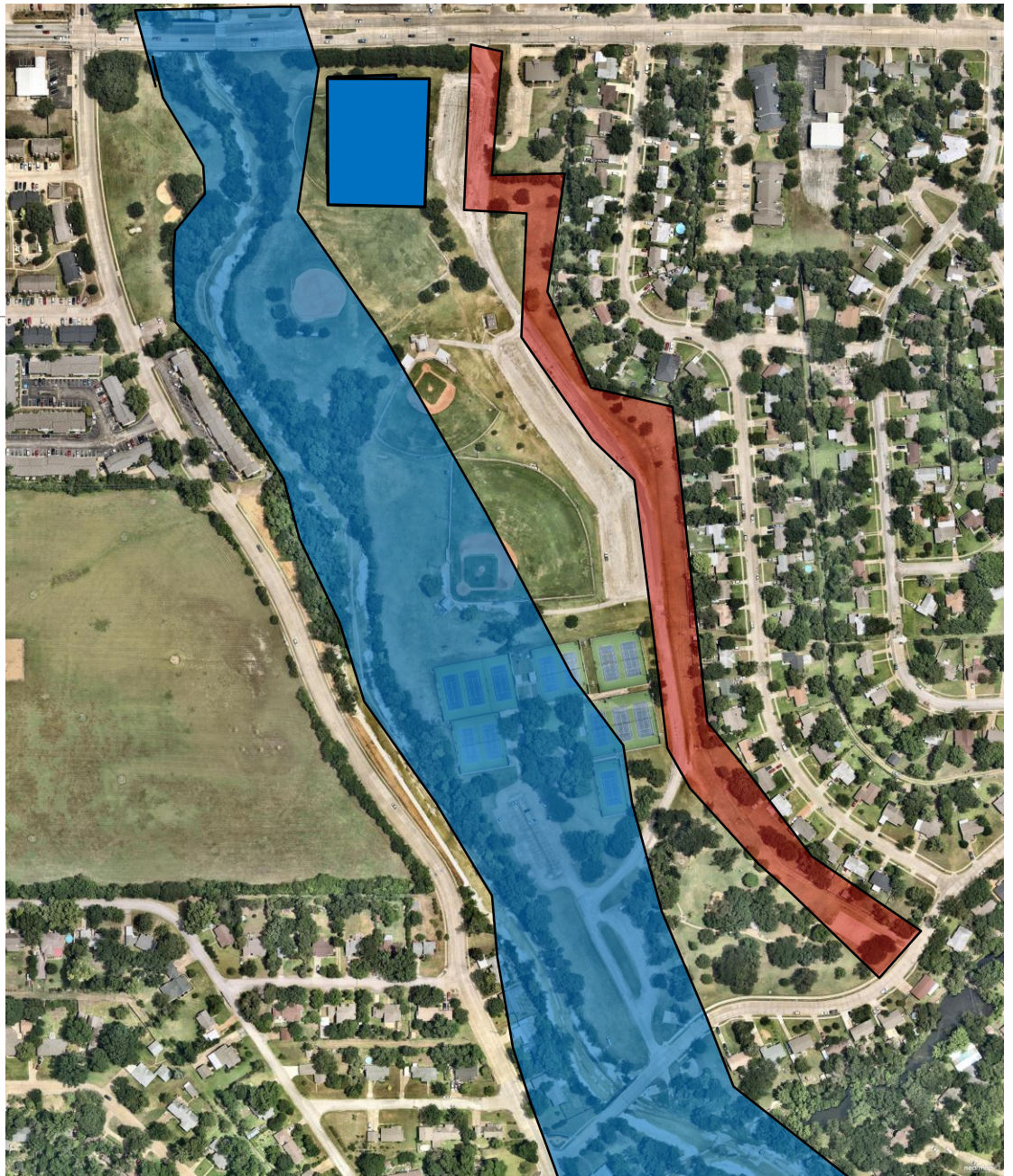
- Limits impacts to floodway on west side of park
- Maintains 150+ setback from east side of park

20,000 SF Skate Park Facility

- Locate in northern/central section of the park
- Eliminate one ballfield and locate near existing parking lot and Miller Road for visibility

40,000 SF Skate Park Facility

- Locate in northern/central section of the park
- Eliminate one ballfield and locate near existing parking lot and Miller Road for visibility



Council Direction



Option 1 – Community Skate Park Facility

- Approximately 20,000 SF
- Nearly Fulfills ½ of Estimated Need
- Estimated Project Cost \$1.25m to \$1.5m

Option 2 – City-Wide Skate Park Facility

- Approximately 40,000 SF
- Nearly Fulfills Estimated Need
- Estimated Project Cost \$2.25m+

Option 1



Option 2



Thank You!



Questions and Comments?



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3.c.

Meeting Date: December 3, 2018

Item Title: Review of Downtown Streets and Infrastructure Study

Summary of Request/Problem

Staff will brief the Council on the results of the Downtown Streets and Infrastructure Study and proposed next steps.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Downtown Streets and Infrastructure Study



Review of Downtown Streets and Infrastructure Study

City Council Work Session
December 3, 2018



HISTORY OF DOWNTOWN REDEVELOPMENT PROGRAM



Downtown Redevelopment Program Goals

- Growing the economic base
- Making Downtown a destination
- DART rail = New entry point into City
- One of Garland's most promotable assets
- Increasing residential density
- Fostering a commercially thriving Downtown
- Activating the Square through special events, flexible public space, and entertainment offerings
- Encouraging small business activity
- Realizing full market potential



DOWNTOWN MASTER PLAN (BY RTKL)



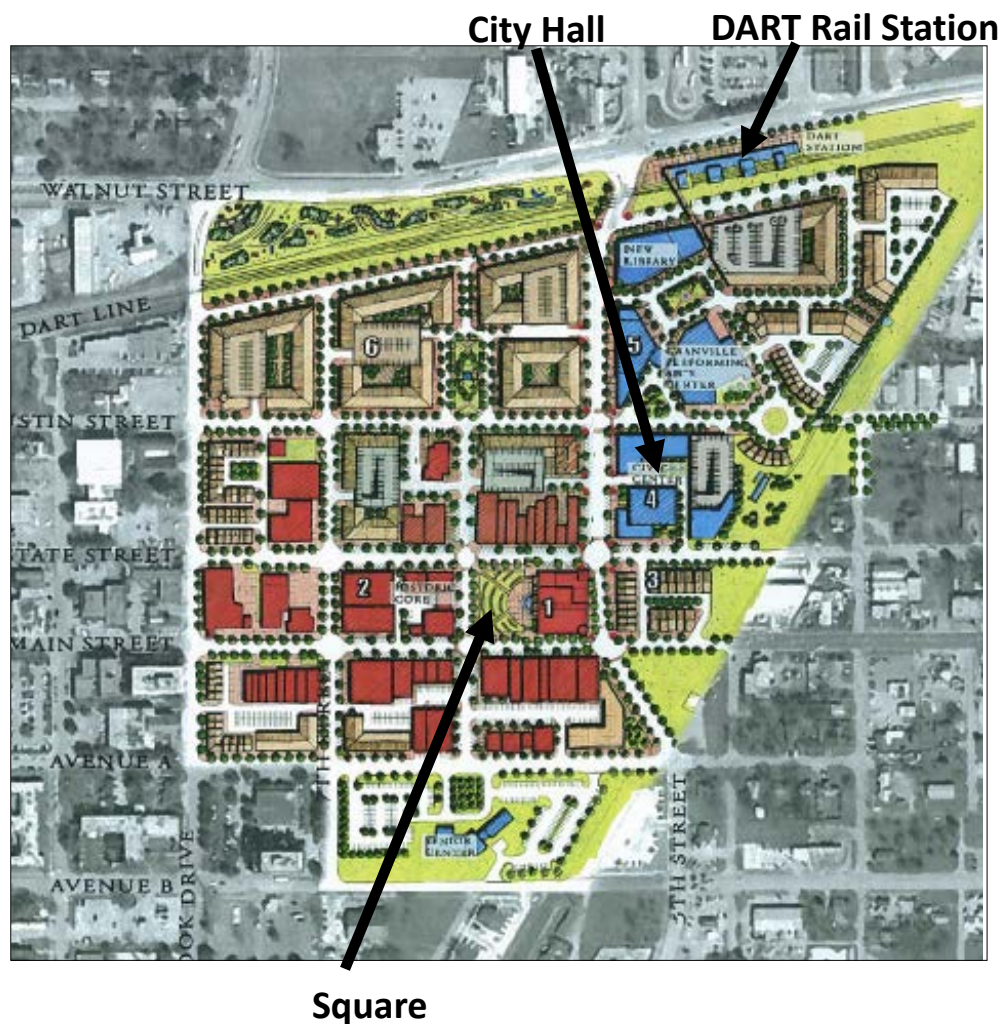
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Key Ingredients for Downtown Revitalization

Downtown Redevelopment Implementation Plan (2005):

- Priority should be given to the Downtown's Core
- DART Light Rail Station as a catalyst for development
- Draw people to the Square and renovate as a focal point
- Activate public buildings
- Assemble key pieces of land
- Facilitate vertical mixed use (apartments over retail)
- Target infill development in specific locations
- Encourage the development of structured parking
- Invest in Public Infrastructure



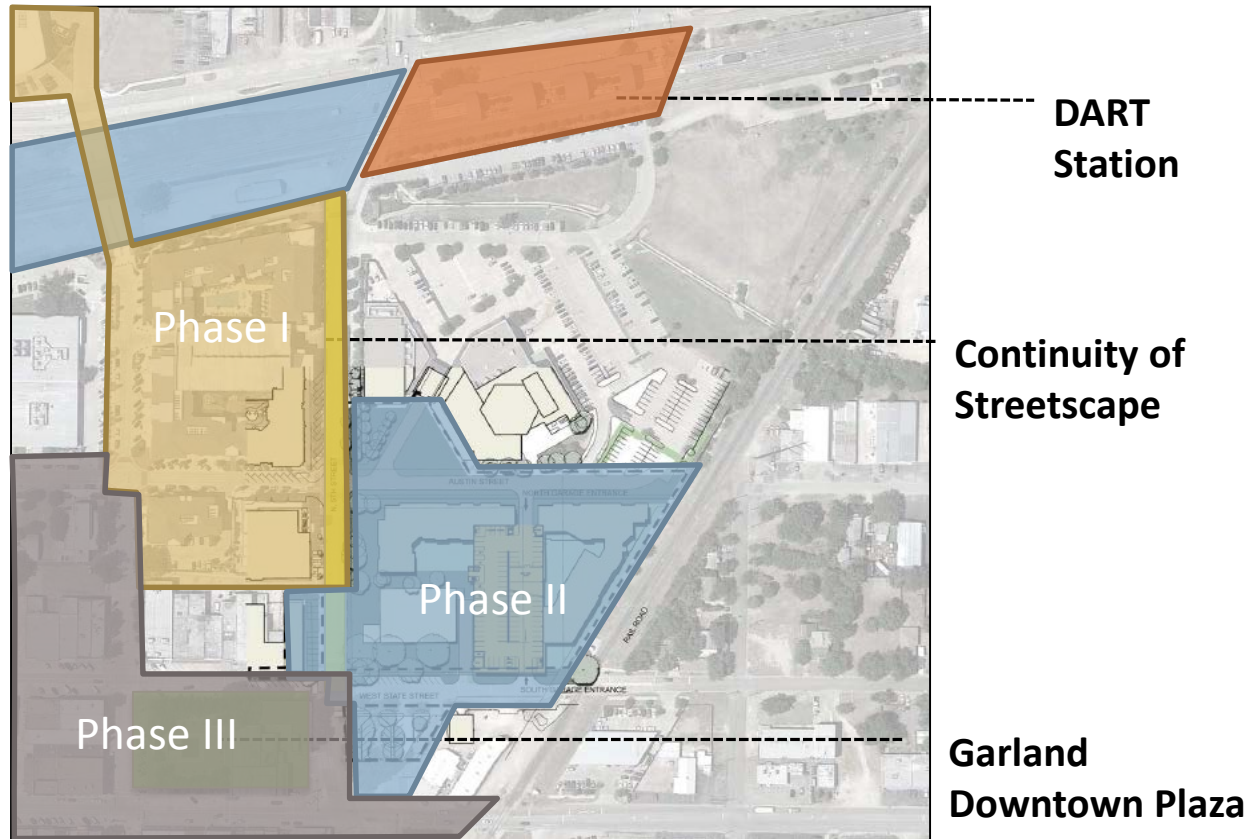


Phased Implementation Plan

- **Phase I: Pioneer Project** (Focus on TOD-adjacent development)
 - Mixed Use development (189 Multi-family units; 24,000 sq. ft. Retail)
 - Duckworth and Remote Payment Facilities
 - Sixth Street Extension
 - Burial of utilities
 - New Urban Design Standards
- **Phase II: Settler's Project** (Drawing TOD activity to Downtown Square)
 - Public Infrastructure Improvements
 - City Center Project
 - Heritage Crossing (Walnut pedestrian corridor)
- **Phase III: Square & Streetscape Improvements** (Core Enhancements)
 - Square redesign and surrounding streetscape
 - Parking management to support growing patronage
- **Phase IV: Infrastructure Enhancements** (Finish-out/ connections)
 - Draw vehicular traffic from high use major corridors into the Core
 - Walkable, supportive infrastructure to connect businesses and pedestrians to/from the Core
 - Land assemblage and supportive partnerships to encourage private investment beyond the Core



Connecting Transit Center to the Square





Phase III – Implementation Process

- Demolition to facilitate event space for growing community
- Observe organic use of Square area
- Assess Infrastructure / Parking needs
- Gather input from key stakeholders (merchants)
- Finalize infrastructure / street alignment concept
- Engage design consultant to revise conceptual design for the plaza / open space based on usage and event observations
- Simultaneously develop construction drawings for underground utilities, streets, and the Square
- Develop a phased construction plan focused on minimizing impact to businesses fronting the Square



The Square

USAGE OBSERVATIONS AND LESSONS LEARNED



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Square Usage Observations

- Opening up to provide more event space was a key positive decision
- Combination of some turf and some hardscape proved useful
- Maintaining flexibility of the space is important to accommodate different uses and large event site plans (no large permanent structures)
- Daily programming/equipment/amenities are also important to keep the space activated and help drive ongoing merchant activity
- Existing design limits potential of space



Additional Event Observations

- A nearby location needs to be identified for public health amenities, such as
 - Public restrooms
 - Pet rest station



Existing Design Limitations

- Insufficient electrical service to handle some event needs
- Sidewalks are too narrow & vary in width, wider sidewalks can improve pedestrian movement and provide for outdoor dining.
- Sidewalks congested with sign poles, trash receptacles, benches, tables, planters, etc.
- Trip hazards present with existing vertical curbs & deteriorated sidewalks.
- Planters consume significant area in the Square that can be reallocated for open-space and event space.
- Grade differentials
- Space consumed by wide street lanes that could be reallocated for pedestrian and event space.
- Festival Street design would help accommodate larger crowds during special events



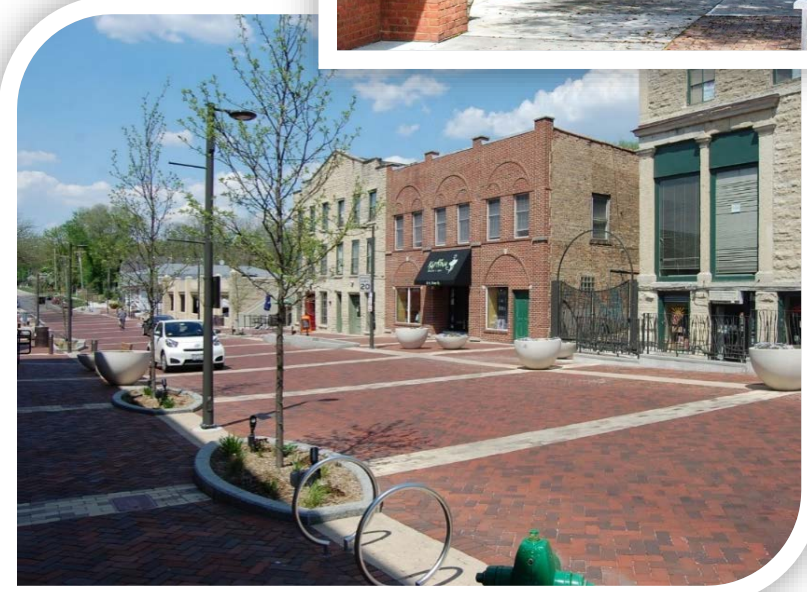
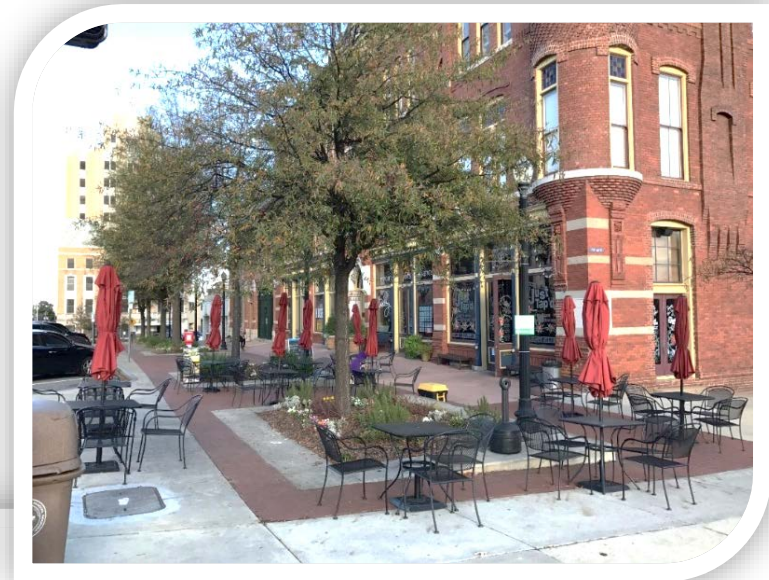
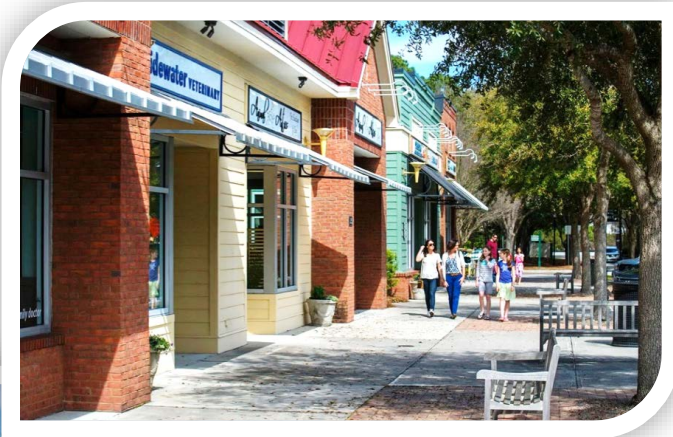
Festival Street Examples



Performance Drive
Richardson, TX
Wildflower Festival



Festival Street Examples





Festival Street Design

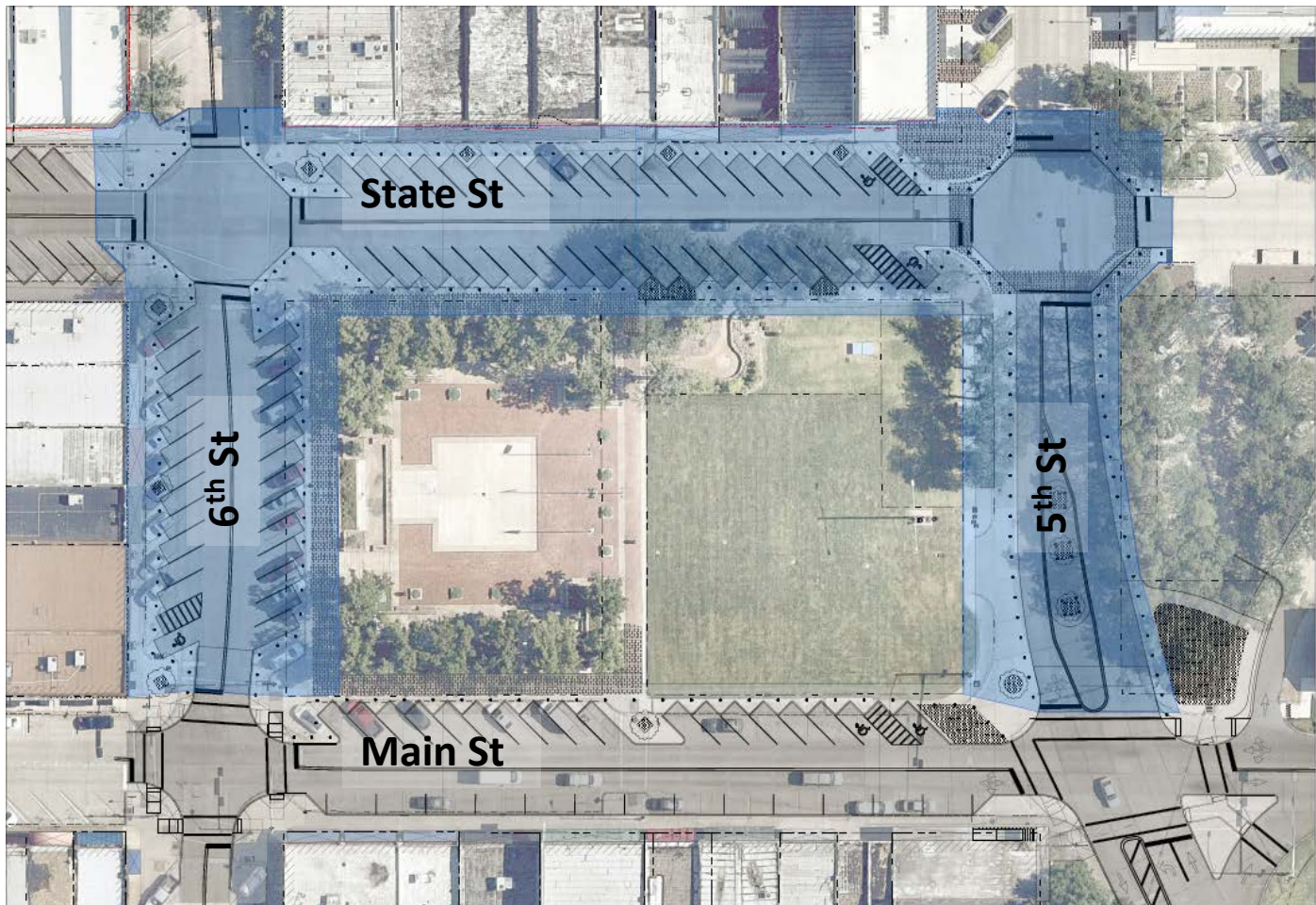
- Expand event space from existing Square to building frontages.
- Remove pedestrian trip hazards and create ADA compliant public realm (sidewalks, parking, streets, square).
- Install sidewalks that provide a clear pedestrian zone & furnishing zone.
- Create a flexible space with programmable amenities and furnishings.
- Create a space that is engineered and designed for vehicles and pedestrians.



Downtown Square

Festival Streets (no curbs)

- Creates a destination
- Pedestrian priority
- Social engagement
- Economic vitality
- Expands the plaza
- Removes tripping hazards during festivals





STREETS AND INFRASTRUCTURE STUDY

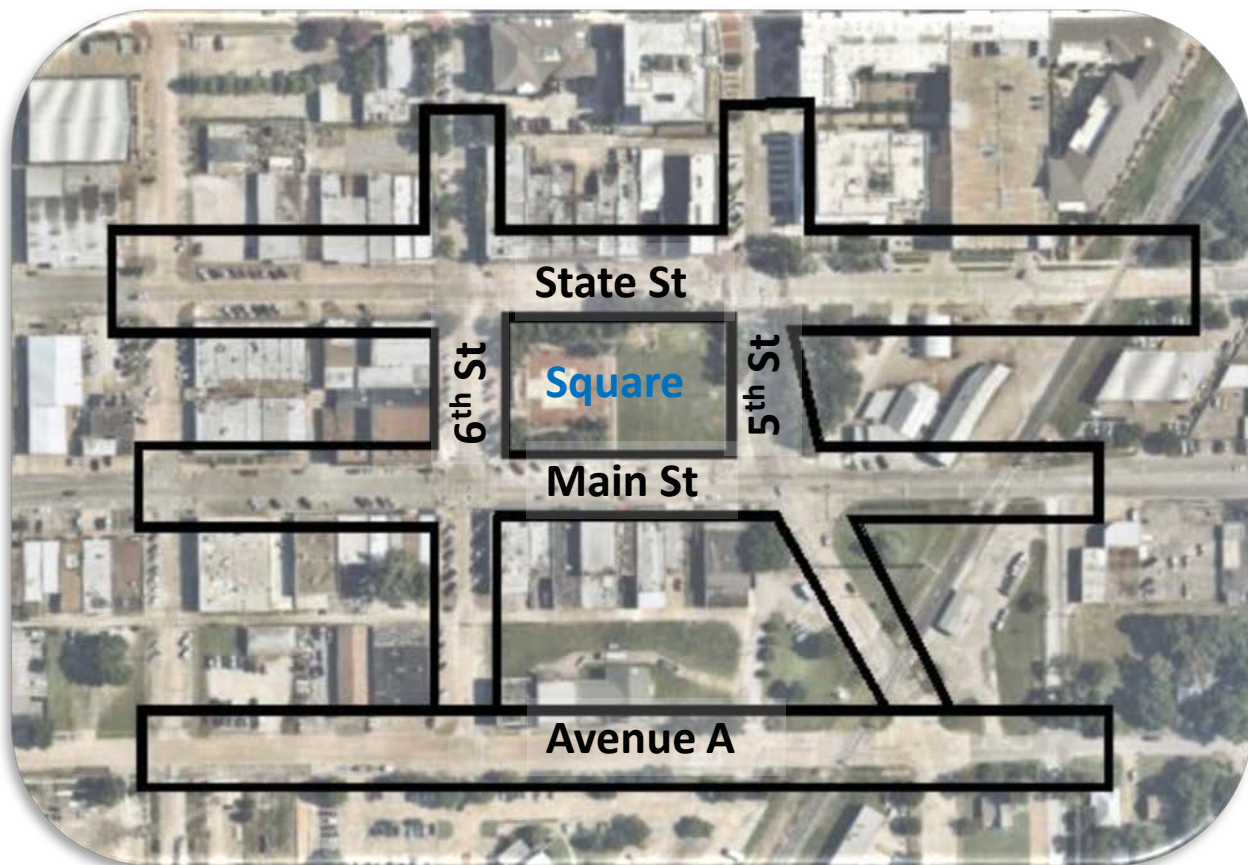


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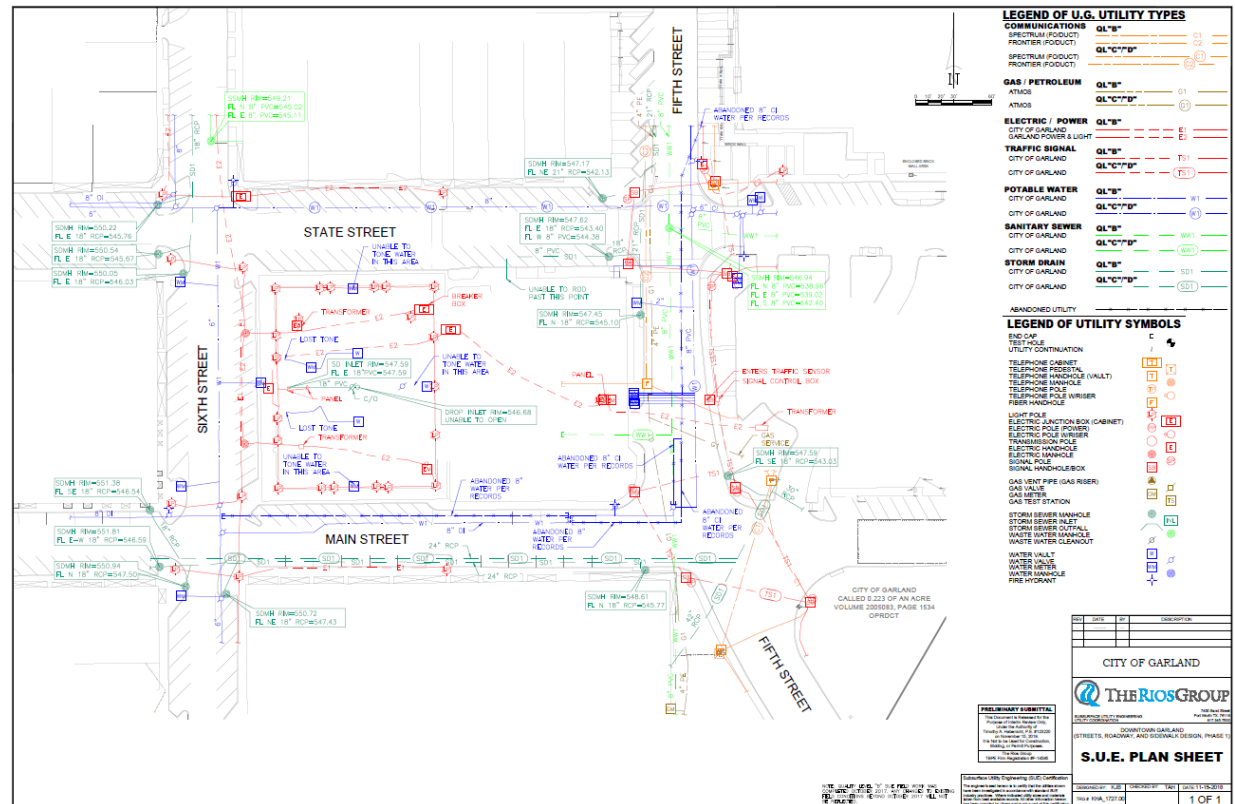
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Streets / Infrastructure Study



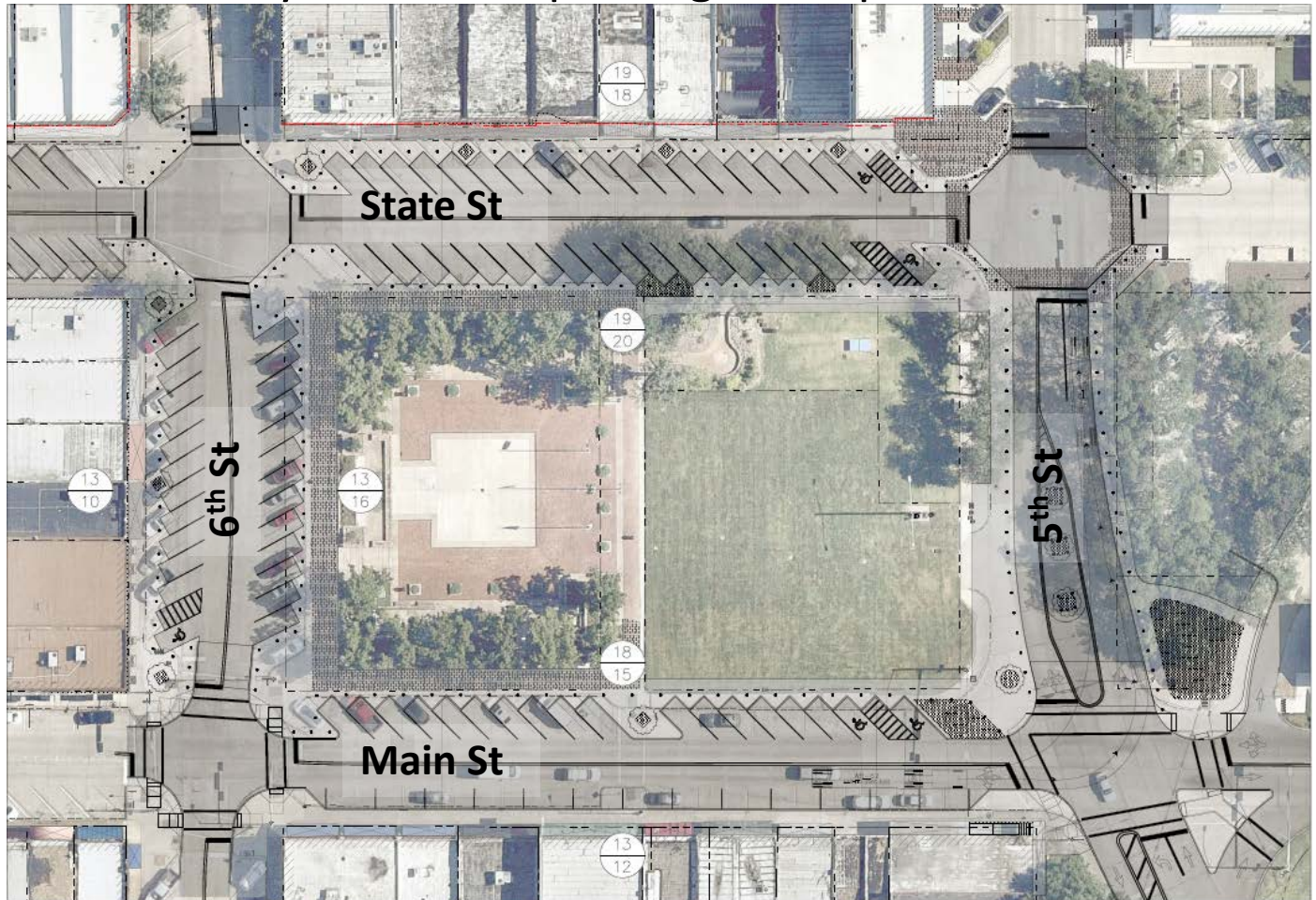
- City Council authorized this downtown street network analysis in July 2017 for study area
- More detailed review of streets/utilities immediately surrounding the square





Downtown Square

Roadway/On-street parking concept



On-Street Parking Spaces

79 Existing

82 Proposed (includes new ADA spaces)



PARKING STUDY



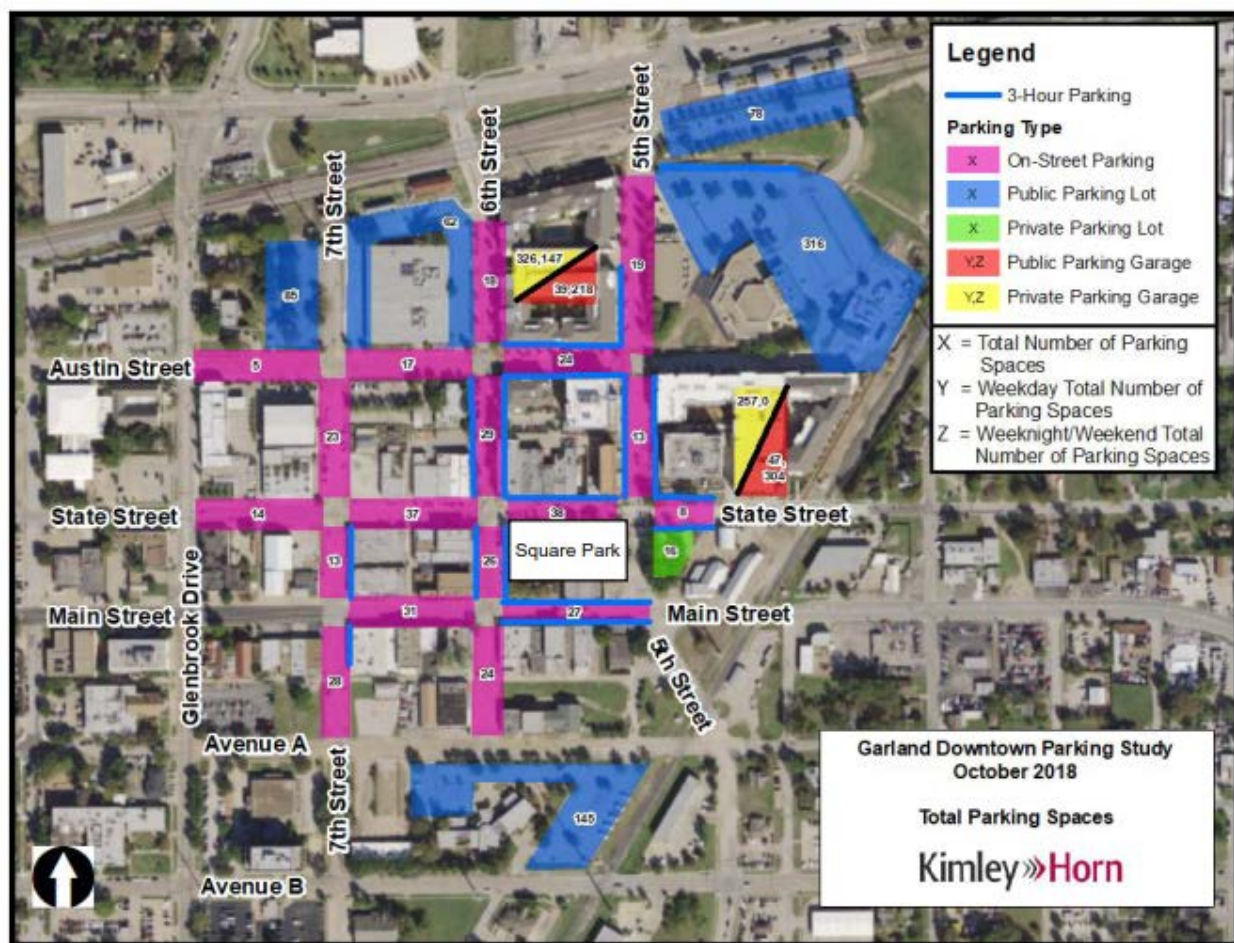
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Parking Study Area

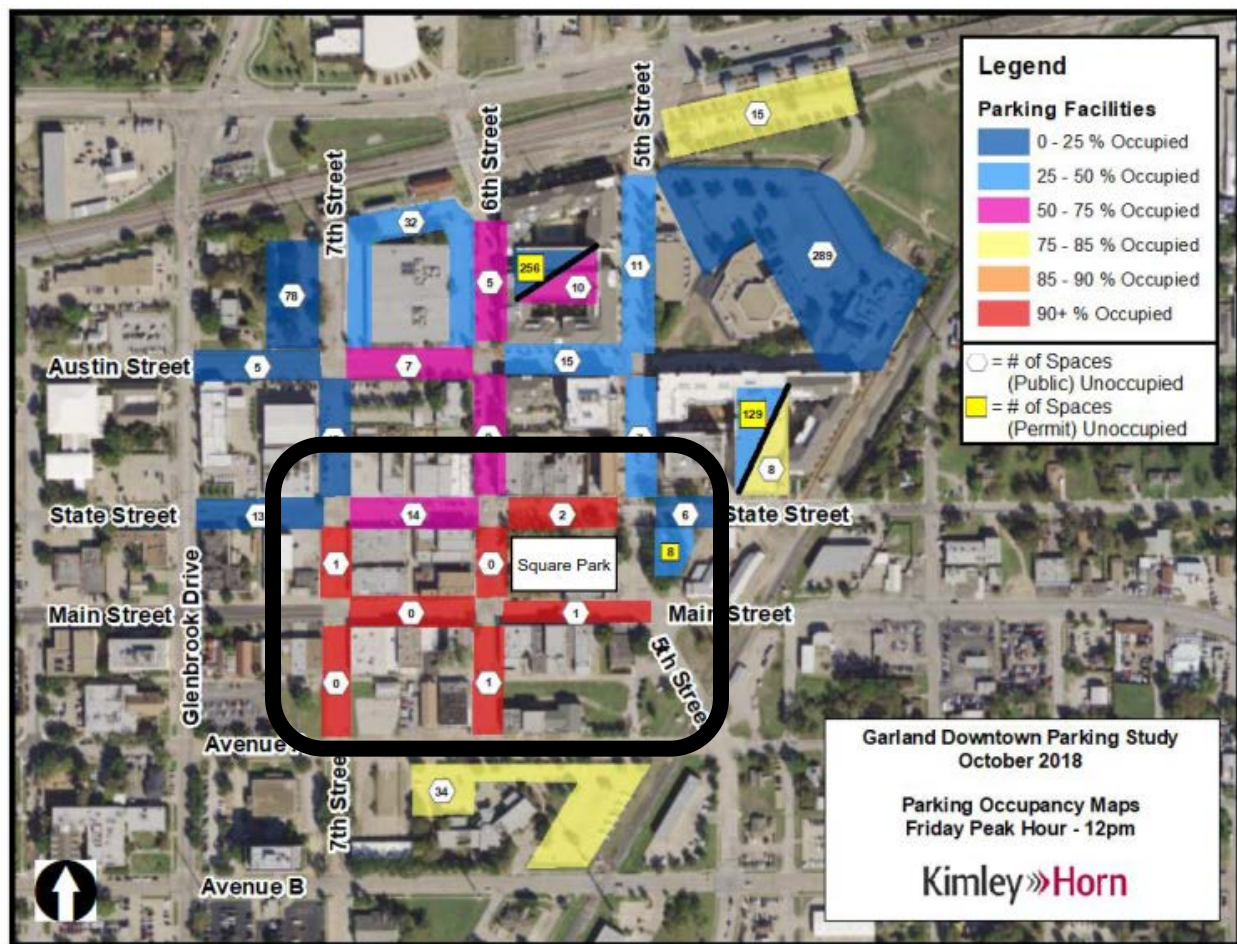
- Concerns of a parking supply problem near the Downtown Square
- Parking study performed on a typical Thursday, Friday, and Saturday





Friday Peak Occupancy Map

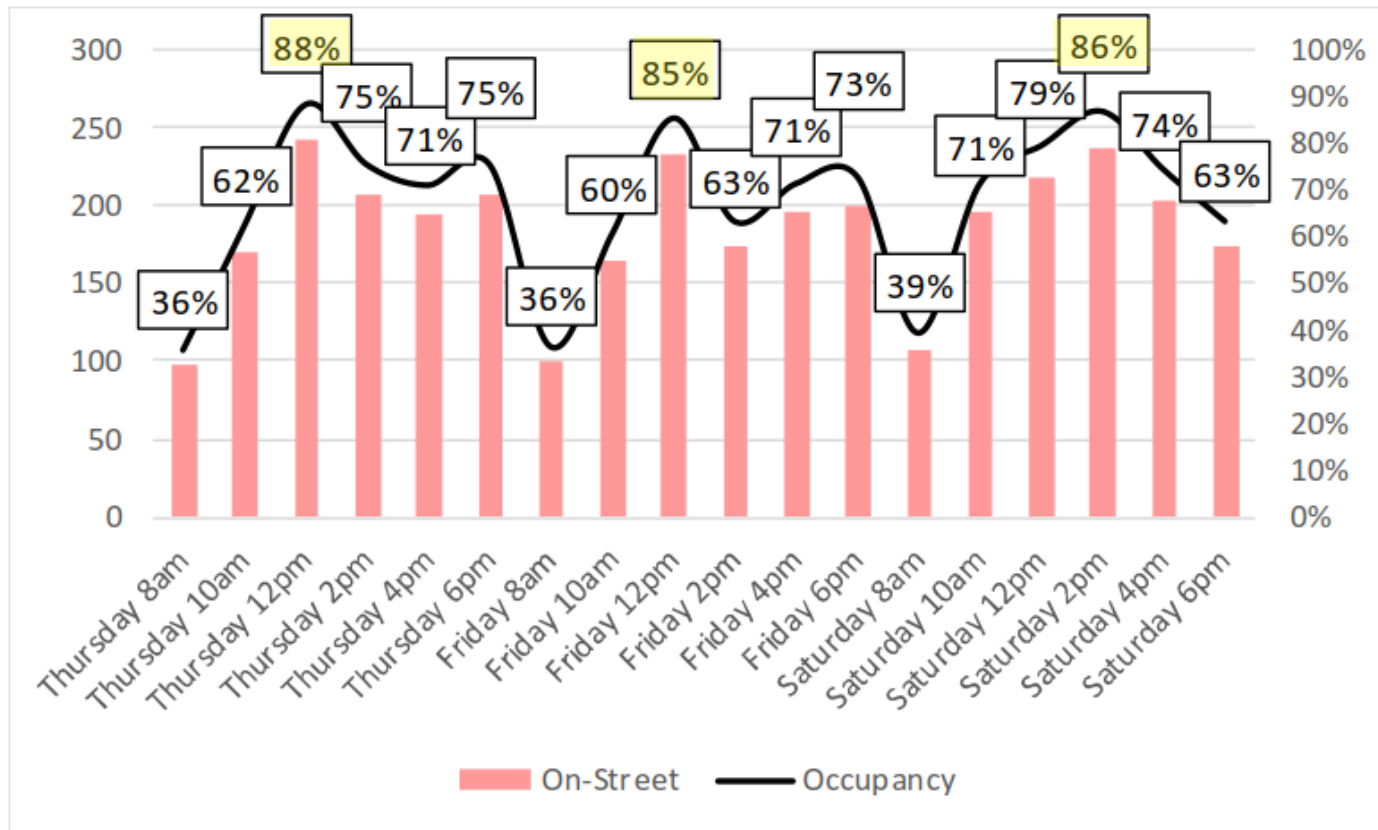
- Observed parking occupancy is above the effective capacity threshold on blocks near the Square
- This creates a hardship for patrons and merchants





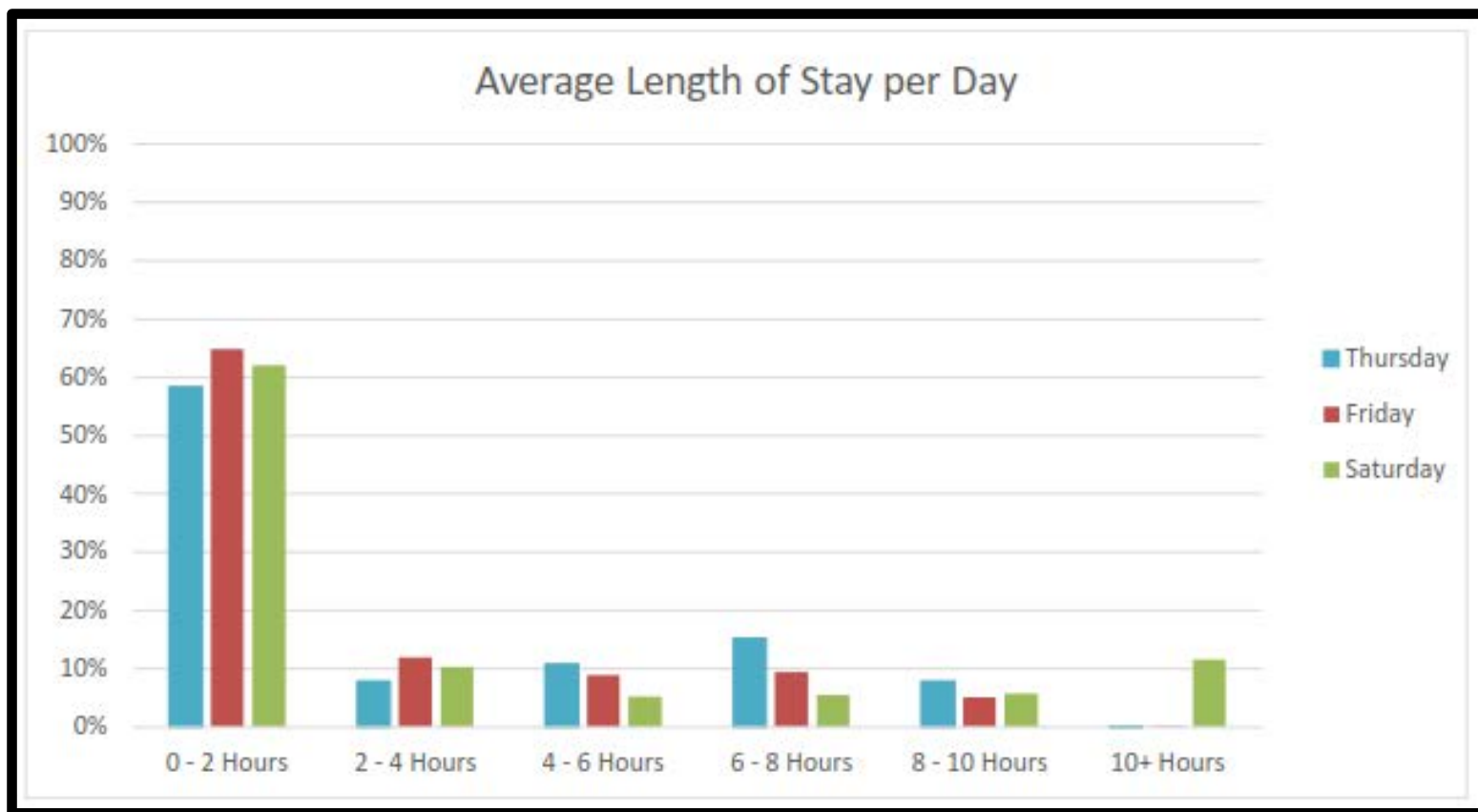
Study Area Occupancy

Adjacent to Downtown Square





Parking Duration





Parking Study Findings

- On-street parking on blocks near the Downtown Square exceed the effective capacity threshold during peak times (12:00-4:00 PM)
 - Available parking is located within a 500' walking distance in most directions
 - The permit spaces of the parking garages are underutilized during the day
 - Many of the vehicles parking in the public areas of the parking garages stay longer than the 3-hour time limits
- An opportunity for effective parking management practices, which result in more efficient use of parking resources in Downtown



Parking Study Options

- Enforce 3-hour parking limits
- Provide parking wayfinding signage
- Potential reduction of wide roads to two-lane roads and addition of parallel parking by pavement restriping.
- Review agreements on parking garages and other lots
- Consider purchasing or leasing property for additional parking for future use
- Provide pedestrian paths and amenities from parking areas to the Square



What's Ahead

- Demolition to facilitate event space for growing community
- Observe organic use of Square area
- Assess Infrastructure / Parking needs
- **Gather input from key stakeholders (merchants)**
- Finalize infrastructure / street alignment concept
- Engage design consultant to revise conceptual design for the plaza / open space
- Simultaneously develop construction drawings for underground utilities, streets, and the Square
- Develop a phased construction plan focused on minimizing impact to businesses fronting the Square



QUESTIONS?



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**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4.a.

Meeting Date: December 3, 2018

Item Title: Consider adopting a legislative program for the 2019 session of the Texas Legislature

Submitted By: Brad Neighbor, City Attorney

Summary of Request/Problem

Council is requested to continue its discussion of a legislative program for the upcoming 2019 session of the Texas Legislature and to provide input and direction as to the parameters of that program.

Additional items, such as legislative activities in conjunction with the Garland Chamber of Commerce and the Garland Independent School District, may also be discussed. Formal action is not required for those matters; only general consensus and direction is requested.

Recommendation/Action Requested and Justification

An item has been included on the December 4, 2018 Regular Meeting to allow Council to adopt by minute action a formal legislative program as the starting point of its activities related to the 2019 legislative session.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4.b.

Meeting Date: December 3, 2018

Item Title: Consider Amending GDC Chapter 2, Section 2.61 regarding Home Occupations

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

The proposed amendments add clarification regarding what constitutes a violation of the Home Occupations section of the GDC (Section 2.61) in relation to automobile repair and sales; as well as contracting, lawn care and construction services within a residential zoning district. Subsequent GDC amendment language has been reviewed and recommended accordingly by the Development Services Committee of the City Council, and by the Plan Commission. The draft redlined changes are attached.

Recommendation/Action Requested and Justification

A public hearing is scheduled for the December 4 Regular City Council meeting for formal consideration and action. If approved on December 4, a final ordinance will be placed on the December 18 Regular City Council agenda.

Attachments

GDC Sec. 2.61 Draft Revisions Redlined

Section 2.61 Home Occupations

- (A) Definition. A Home Occupation may be lawfully conducted only as a secondary, accessory use.
- (B) General Prohibition. A Home Occupation is prohibited, unless: (i) it is conducted entirely indoors, only by a person residing in the home; (ii) it offers no goods for sale or display on the premises; and (iii) it does not require the delivery or shipment of goods from the residence.
- (C) Criteria. It is an affirmative defense to prosecution under Section 2.61(B) above, that the Home Occupation meets each of the following criteria:
- (1) Only one person, other than occupants of the residence, is engaged in the Home Occupation at the residence regardless whether that person is a volunteer, an employee or is otherwise compensated;
 - (2) There is no outside storage of materials connected with the Home Occupation;
 - (3) There is not more than one vehicle used in connection with the Home Occupation located on the premises or on an adjacent street. A vehicle used in the operation of the home occupation may be no larger than a passenger van or pick-up truck;
 - (4) There is no change in the outside appearance of the building or premises, or other visible evidence of the conduct of the Home Occupation, and no use of a sign, including any sign on a vehicle parked on the premises or on an adjacent street, to advertise the Home Occupation;
 - (5) There is no substantial increase in traffic and no need for additional parking;
 - (6) The Home Occupation does not create noxious conditions to abutting or neighboring property such as noise, odor, light, or smoke; and
 - (7) The business is conducted completely indoors, except where the business activities conducted outdoors do not inconvenience or interfere with the peace, enjoyment, comfort, or tranquility of any neighboring property.
- (D) Prohibited Activities. Notwithstanding any other provision of this Section 2.61, the following are hereby expressly prohibited ~~as home occupations in a residential zoning district~~:

(1) Vehicle sales; It shall be an offense for any person to cause, allow, suffer, or permit the sale or advertising for sale of a motor vehicle that is not registered to a person who owns the property (or named on the electric utility bill) on which the motor vehicle is located, parked, or stored.

(2) Vehicle repairs;:

(a) It shall be an offense for any person to cause, conduct, allow, suffer, or permit Major Automobile Repair, as defined in Chapter 6 of the Garland Development Code, on a property located in a residential zoning district if the vehicle being repaired, or any portion thereof, is visible from a public right-of-way.

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(b) It shall be an offense for any person to cause, conduct, allow, suffer, or permit Major or Minor Automobile Repair, as defined in Chapter 6 of the Garland Development Code, to a motor vehicle in a residential zoning district if the vehicle being repaired is not registered to a person who owns the property (or named on the electric utility bill) on which the motor vehicle is located.

(3) Wrecker service;

(4) Limousine or taxi service;

(5) Animal breeding; and

(6) ~~Contracting, lawn care, or construction services, that require the storage of construction equipment or vehicles.~~ It shall be an offense for any person to cause, conduct, allow, suffer, or permit the storage, parking, or staging of construction equipment, materials, or a trailer or motor vehicle loaded with construction equipment or materials in a residential zoning district.

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**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4.c.

Meeting Date: December 3, 2018

Item Title: Consider amendments to GDC Chapter 4, Article 5, "Signs", regarding changes to the sign regulations.

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

The City Attorney's Office has brought forward needed changes to the Garland Development Code signage regulations, primarily due to case law regarding the review and classification of signs as it relates to the First Amendment to the United States Constitution. The changes have been discussed by the Development Services Committee of the City Council since April 2018. During these discussions, the Committee has recommended additional policy-level changes as it relates to various types of signs for commercial and non-commercial purposes. It should be noted that the draft is essentially a re-write of the sign regulations.

The attached document of the revised GDC sign regulations reflects the recommended version from the Development Services Committee, and also includes redlines which specifically show the Plan Commission's additional recommendations.

The Plan Commission recommended approval of the revisions during their November 12, 2018 meeting, with some modifications as follows:

1. Add a definition of "Virtual tenant" or "Virtual tenancy." (p. 4)
2. Clarify that window signs may not occupy more than 25% of each leased space in a multi-tenant building. (p.9)
3. Clarify that a model home sign may not remain on a premises once the premises or 80 percent of the lots in the development where the sign is located are *approved for occupation by the City*. (p.18)
4. Remove Section 4.73(F)(2), which is related to support structures on billboards and the angles of their faces. (p.25)
5. Remove maximum size and area of murals (p.43)

The Plan Commission also recommended that an Arts Commission review public displays of art, including murals.

While the intent of the proposed amendments originates with case law as it relates to regulating content, there are draft policy-related amendments for the City Council to consider involving both permanent and temporary signs, such as limiting the time duration and number of temporary banners. One other notable new consideration is a digital billboard conversion ratio

allowance, as several other Cities in the region currently offer. It would allow for the conversion of an existing static billboard to a digital changeable display, with the subsequent and complete removal of a certain number of other billboards within Garland. In the attached draft regulations, the proposal is a 3:1 ratio (including the billboard undergoing digital conversion).

Pending Council direction, the amendments will be placed on a future Regular City Council meeting agenda for formal consideration and action.

Recommendation/Action Requested and Justification

Council's review of the draft sign regulation revisions is requested.

Attachments

GDC Sign Regs Plan Commission redlines

Article 5 - Signs

Section 4.62 Legislative Findings; Interpretation; and General Matters

- (A) Purpose. The City Council hereby finds that the regulation of the size, quantity, illumination, movement, materials, location, height, and condition of all signs placed on private property within the City of Garland (1) is essential to the health, safety, and welfare of citizens of Garland, (2) promotes the free flow of traffic and protects pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to cluttered, distracting, or illegible signage, (3) is critical for the protection of property values and the aesthetic character of neighborhoods, and (4) is beneficial to economic development.
- (B) Interpretation. This article shall be interpreted in a manner consistent with the First Amendment of the Constitution of the United States and Article I of the Texas Constitution. If any provision of this article is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of other provisions of this article and may be given effect without the invalid provision.
- (C) Governmental Signs. As a general matter, this article is not intended to, and does not apply to, signs erected, maintained, or otherwise posted by governmental entities, the State, the federal government, or the City. However, Sections 4.69 and 4.71 of this article shall apply to signs erected, maintained, or otherwise posted by the State or any of its departments or agencies, any school district, county, appraisal district, other municipality, quasi-governmental agency, or the federal government.
- (D) Substitution. A non-commercial message of any type may be substituted for any allowed commercial message or allowed noncommercial message; provided, that the sign structure or mounting device is legal without consideration of message content. A substitution of a noncommercial message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the

contrary within this article. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech, or favoring of any particular noncommercial speech over any other noncommercial speech. This provision does not create a right to increase the total number or square feet of signs on a tract of land or property, nor does it affect the requirement that a sign structure or mounting device be properly permitted.

- (E) Conflict. In the event of a conflict between this article and an ordinance of the City, then the most restrictive provision shall apply.

Section 4.63 Definitions

The following terms and phrases, as used in this Article 5, have the following meanings:

- (A) "Sign" means a name, identification, description, messages, display or illustration, which is affixed to, painted or represented directly or indirectly upon a building, or other surface that directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization, or business. Signs located completely within an enclosed building, and not exposed to view from a street or public right-of-way shall not be considered a sign for purposes of this article. Each display surface of a sign or sign face shall be considered to be a sign. A closely associated grouping of signs, shall constitute a single sign where the distance separating each component does not exceed 2 feet from edge to edge.
- (B) "Sign area" means:
- (1) the space enclosed within the extreme edges of the sign for each sign face, not including the supporting structure; or
 - (2) where attached directly to a building wall or surface, the space within the outline enclosing all the characters of the words, numbers, or design.
- (C) "Sign face" means the entire display surface area of a sign upon, against, or through which copy is placed.

- (D) "Digital billboard" means an off-premise sign, display or device, which is capable of producing an animated or moving digital image, copy, or video by electronic means, and is operated by an entity possessing an outdoor advertising license issued by the Texas Department of Transportation and all other governmental agencies having jurisdiction.
- (E) "Electric" means any sign containing electric wiring. This does not include signs illuminated by an exterior floodlight source.
- (F) "Flashing" means any illumined sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when such sign is in use. For the purpose of this article any moving illuminated sign, except electronic programmable signs, shall be considered a flashing sign.
- (G) "Freestanding" means a permanent sign erected and maintained on a freestanding frame, mast or pole not attached to any building.
- (H) "Regulatory sign" means a sign that is required to be constructed, placed, or maintained by the federal, state or local government or by the property owner to the extent necessary to enforce a property owner's rights.
- (I) "Integral" means a sign that is embedded, extruded or carved into the material of a building façade.
- (J) "Marquee" means a permanent canopy or covering structure, other than a roof or awning, bearing a signboard or copy projecting from and attached to a building.
- (K) "Main entry" means the front elevation of the tenant space or building where the primary entrance to the tenant space is located and where the building fronts the primary street address or parking lot servicing premises.
- (L) "Off-premise sign" means a sign that pertains to a business, person, organization, activity, event, or place not physically located on the premises upon which the sign is located.
- (M) "On-premise sign" means any sign that relates to the site on which it is located, pertaining to a tenant, business, person, organization, activity, event, or place that has a physical presence located on the same site as the sign. For

the purposes of this definition, "virtual tenants" shall not be considered to be located on the premises.

- (N) "Portable sign" means any device or sign without a permanent foundation or otherwise permanently attached to a fixed location, which can be carried, towed, hauled or driven and is primarily designed to be moved rather than be limited to a fixed location regardless of modifications that limit its movability.
- (O) "Roof sign" means a sign affixed to, applied on, or erected upon or above a roof or eave line of a building or structure. Signs attached to parapets or mansard roofs shall be considered attached signs.
- (P) "Temporary sign" means any sign that is constructed of materials that are temporary in nature, such as paper, cloth, canvas, plastic sheet, cardboard, wallboard, or plywood, and is reasonably determined by the Building Official to be displayed for a limited period of time.
- (Q) "Virtual tenant" or "Virtual tenancy" means a lease, rental, license, or other similar possession or use of a space or address, where the tenant, user, or licensee does not physically occupy the actual space. Examples may include but are not limited to: a post office box, automated teller machine, digital network, server or hard-drive, advertising space, or a vending machine or other similar unmanned kiosk, that is not owned and operated by the actual tenant for the space on which the vending machine or kiosk is located.

Division 2 – Administration & Procedures

Section 4.64 Building Official Authority

The Building Official is the primary City official responsible for enforcing the provisions of this article. However, the City Manager, in his or her discretion, may delegate the authority of enforcing the provisions of this article to any official or employee of the City.

Section 4.65 Sign Permit & Fees

- (A) Permit Required. No person may erect, construct, alter, rebuild, enlarge, extend, convert, replace, or relocate, a

sign, or cause or suffer the same to be done without first obtaining a sign permit for each sign (except for certain exempt signs as provided in Section 4.67 and as otherwise provided below). A sign permit applies to only one applicant and one physical location.

- (B) Responsible Official. The Building Official, or his or her designee, is the responsible official for issuance of a sign permit.
- (C) Creation of a Site. The Building Official may not issue a permit for construction, erection, or placement of any type of permanent sign until a site is established for the sign by an approved site permit, building permit, or certificate of occupancy (whichever comes first for a particular project).
- (D) Application. To obtain a sign permit, the applicant must file an official application in writing and include plans and all information required by the Building Inspection Department.
- (E) Fees & Refunding of Fees.

- (1) Sign Permit Fee. The fee for a sign permit is provided in Chapter 30, Article XV of the City Code.

Where work is started or commenced without first obtaining a required sign permit, the sign permit fee shall be doubled. The Board of Adjustment may waive or reduce any amount over the standard sign permit fee, as provided for in Chapter 30, Article XV of the City Code, upon a reasonable determination that the sign was (a) designed and constructed in conformance with this article and all other City codes and ordinances, and (b) a reduction or waiver would be equitable after taking into account the facts and circumstances of the case. The payment of any fee does not relieve any person from fully complying with the requirements of this article or any other City codes or ordinances.

- (2) Fee Refunds. The Building Official may authorize a refund of a sign permit fee if it is determined that a sign permit was issued in error or that a sign permit cannot be legally issued. Any such fee refund shall be processed in the manner provided in Chapter 30, Article XV of the City Code.

- (F) Issuance of Sign Permit. A sign permit shall be issued by the Building Official provided that the plans and specifications meet with all the requirement of this article, all other applicable codes of the City, and the appropriate fee has been paid.
- (G) Expiration of Sign Permit. A sign permit issued under the provisions of this article expires if the work authorized by the permit is not completed within 90 calendar days following the sign permit issuance date. Upon expiration of, and before work may recommence, the applicant must apply for and obtain a new sign permit.
- (H) Suspension or Revocation of Sign Permit. The Building Official may suspend or revoke any sign permit issued under the provisions of this article upon a determination that the permit was issued in error or on the basis of incorrect or false information, or whenever the permit was issued in violation of any of the provisions of this article or any other ordinance of the City or any state or federal law. The suspension or revocation is effective immediately upon written notice being personally delivered or mailed to the person to whom the sign permit was issued at the address provided by the applicant in the respective sign permit application, to the owner or benefactor of the sign, or to the owner of the premises upon which the sign is located. Any sign installed under a revoked sign permit must be removed by the permit holder, sign owner, or property owner within fifteen calendar days following the mailing of the written notice of the revocation.

Section 4.66 Inspections

- (A) All signs that require a permit are subject to a pre-inspection and a final inspection (see subsection (B) below), and any additional inspections as reasonably determined necessary by the Building Official.
- (B) Pre-Inspection. The Building Official, upon receipt of an application for a sign permit, may conduct a pre-inspection. The following requirements must be met by the applicant for the issuance of a sign permit: (i) the work described in an application for a sign permit complies with the provisions of this article, state, and federal law;

(ii) the plans, specifications, and other information filed in the application comply with the provisions of this article, state, and federal law; and (iii) the related sign permit fees have been paid in full.

- (C) Final Inspection. The sign permit holder must, within 3 working days of completion of the sign installation, request a final inspection.

Section 4.67 Exempt from Sign Permit

The following types of signs or activities must comply with all sign requirements of this article, but are not required to have a sign permit:

- (A) Maintenance. No sign permit is required for maintenance to a lawfully placed sign. Maintenance includes all care and minor repair needed to maintain a safe, attractive, and finished structure, frame pole, brackets, or surface and that does not enlarge or materially alter any face or display portion of the sign. Replacing a damaged or structurally unsound frame pole with another frame pole on a legally conforming sign of the same size and height is considered maintenance. Changing the copy on a sign without changing the dimensions of the face or the size of the copy is considered maintenance if the sign serves the same establishment or entity after the change.
- (B) Temporary Signs on Single-family Lots. A sign permit is not required for temporary or seasonal signs on residential lots, not including multi-family tracts, lots, or properties.
- (C) Address signs. A sign permit is not required for address signs placed pursuant to Section 4.70(A)(3).
- (D) Traffic or Movement Control Sign. The following standards serve an important public health and safety function, and are intended to be used by the owners of private property that is open to the public to reduce confusion and to limit the risk of accidents involving vehicular and pedestrian traffic. Subject to the following provisions of Subsections (1) - (5), no permit is required for a small, incidental, on-site sign designated specifically for the purpose of directing or providing safety guidance to vehicular or

pedestrian traffic on private property. Traffic control signs on private property:

- (1) shall not exceed a maximum height of 3 feet from the ground;
 - (2) shall not exceed a maximum surface area of 6 square feet;
 - (3) are permitted in all multi-family, single-family attached, mixed-use, and nonresidential zoning districts, and are allowed for any nonresidential use that is lawfully located in an agricultural, single-family, or two-family zoning district;
 - (4) shall be placed or setback a minimum of 3 feet from any right-of-way line; and
 - (5) if illuminated, a sign permit must be obtained through the Building Inspection Department.
- (E) Sandwich Board Sign. A permit is not required for a sandwich board sign. A sandwich board sign is a self-supporting A-shaped temporary sign with two visible sides that is placed in front of a business, generally on a sidewalk, to attract patrons into the establishment. A sandwich board sign must comply with the following provisions:
- (1) The maximum height shall be 4 feet.
 - (2) The maximum surface area of each side is 10 square feet and a maximum of 30 inches wide.
 - (3) A sandwich board sign is allowed in all mixed-use zoning districts.
 - (4) The sign may not be placed or located a distance greater than 5 feet from the building in which the advertised use is located, and must be placed within close proximity of the main entrance of the business. Sandwich board signs must be placed so that a minimum walkway width of 4 feet is maintained, not including the area upon which the sandwich board sign is located.
 - (5) A property or business may have only one sandwich board sign per street frontage.
 - (6) A sandwich board sign may be displayed only during hours of operation.

- (F) Vehicle Signs. A permit is not required for a vehicle sign that complies with the provisions of this article.
- (G) Window Sign. A window sign is a sign painted or affixed to the exterior or interior surface of a window, or placed behind, or within 3 feet of, the window surface so as to be visible from the exterior. Window signs must comply with the following provisions:
- (1) Window signage may occupy or cover no more than 25 percent of the total window surface area for each leased space within a multi-tenant building. Window signage, in aggregate, may occupy or cover no more than 25 percent of the total window surface area for each building facade that is visible from a public street or alley (maximum 25 percent coverage for all window surfaces combined).
 - (2) Luminous gaseous tubing, LED lights, or other strip lighting attached directly to a window, window frame, door, doorframe, or within 3 feet of a window or door shall be considered a "window sign" when forming a border, when directing attention to a premises, or when forming letters, logos, symbols, or pictorial designs of any kind. Luminaires shall not blink, flash, rotate, scroll, change color, increase or decrease in intensity. In addition to these window sign limitations, electronic programmable window signs shall comply with Sections 4.78(0)(3),(7), and (8).

Division 3 - General Sign Provisions

Section 4.68 General Regulations for All Districts

- (A) Where Allowed. Signs defined and classified herein are allowed in all zoning districts unless expressly stated otherwise for a particular type of sign.
- (B) Compliance with Other Laws and Codes. All signs erected or maintained pursuant to the provisions of this article must be erected and maintained in compliance with all applicable state laws and with the Building Code, Electrical Code, and other applicable ordinances of the City. In the event of conflict between this article and other laws, the most restrictive standard applies.

- (C) Duration. Legal signs specifically defined and classified herein are allowed to remain in place for an unlimited period of time, unless specifically stated otherwise for a particular type or sign, or on the sign permit, provided that they have a valid sign permit (if required), and that they are not required to be removed under some provision in this Article 5.
- (D) Number of Signs. Each business with a store front or main entry is entitled to display signage. The number of wall signs or attached signs is limited by allowable sign area as set forth in Section 4.78. The number of free standing signs is limited by the type, location, and proximity to other freestanding signs as set forth in Section 4.78. Temporary signs are limited as set forth in Section 4.70 & 4.78.
- (E) Freestanding Signs. All freestanding signs in excess of 8 feet in height must be designed, and the plans and specifications prepared and sealed by an engineer licensed in the State of Texas. Multi-family sites are prohibited from displaying any type of freestanding sign, except for monument signs, subject to the provisions of Section 4.78(L).
- (F) Wall/Attached Signs. Attached signs are permitted for multi-family premises, nonresidential districts, and nonresidential uses in residential zoning districts, subject to the provisions of Section 30.106 of the City Code, except that they must have a maximum sign area of one-half times the width of the building with a maximum of 160 square feet. All signs attached to any type of structure or building shall be reviewed by the Building Official. Plans and specifications for attached signs must be prepared and sealed by a licensed engineer if, in the reasonable opinion of the Building Official, the sign is of a size, weight, dimension, or mounting design that it might pose a structural or safety risk to the building, property or persons visiting the site.
- (G) Noncombustible Materials. All freestanding signs must be constructed of materials that are noncombustible or slow burning (as in the case of plastic inserts or facings) and must be supported by only noncombustible material and finished in a presentable manner. Untreated wood or

unpainted or non-galvanized steel supports are specifically prohibited.

- (H) Weatherproofing. All signs must be designed and constructed in a manner to prevent the accumulation of water.
- (I) Vertical Clearance. All freestanding and projecting signs must maintain a minimum vertical clearance of 8 feet above any sidewalk or pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface (including streets, alleys, drive aisles, fire lanes, or parking spaces).

Section 4.69 Prohibited Signs

- (A) Prohibited Signs. Signs that are not expressly authorized under this article, by specific requirements in another portion of this chapter, or otherwise expressly allowed by the City Council are prohibited. Signs are prohibited in all Districts unless:
 - (1) Constructed pursuant to a valid sign permit when required under this GDC; and
 - (2) Authorized under this GDC.
- (B) Commercial Signs in Residential Areas. Commercial signs, except as expressly provided for herein, are prohibited in residential zones and on property used for non-transient residential uses. A model home may have one on-premise sign subject to the provisions and limitations of below Section 4.71.
- (C) Handbills and Placards. Miscellaneous commercial advertising matter may not be scattered or placed on or suspended from buildings, poles, sidewalks, or fences; no person may paste, stick, stack, nail, affix, paint, mark, inscribe, or otherwise place any commercial advertisement, handbill, flyer, placard, inscription or any other type of written matter or object (including any goods, wares, or merchandise) for any commercial purpose upon any building, light or utility pole, post, structure, fence or wall, railing, tree, sidewalk, parkway, driveway, or parking area, or on any other public property other than a sign defined, regulated, and allowed by this article or other City ordinance (except street address numbers that are placed in

compliance with the International Residential Code, as adopted by the City Code, are allowed on curbs and on residential fences to identify house numbers for emergency and service personnel);

(D) Certain Illuminated and Animated Signs.

- (1) Any type of sign that is illuminated to an intensity, or in a manner, which causes a glare of brightness to a degree that constitutes a hazard to traffic or a nuisance to adjacent properties is prohibited.
- (2) Except as otherwise expressly provided for in this article, a sign, including a programmable sign, may not emanate a luminance more than 0.3 foot-candles above the natural ambient light level of the location at the time of measurement, as measured from a point 250 feet from the sign face.
- (3) Except as otherwise expressly provided for in this article, moving, flashing, animated, intermittently lighted, changing color, beacons (except for aircraft directional and warning beacons required by the FAA), revolving, swinging, fluttering, or similarly constructed signs are prohibited.

(E) Roof Signs. Except as otherwise expressly provided for in this article, roof signs of all types are prohibited.

(F) Temporary and Portable Signs. Temporary and portable signs are prohibited, except for certain temporary signs that may be expressly allowed for limited time periods in this article.

(G) Searchlights. Searchlights of all types are prohibited.

(H) Location Prohibitions. Any sign constructed, placed, or maintained that does not meet all of the following minimum standards is prohibited. Any sign allowed by this article, and not otherwise exempted, must be placed:

- (1) So that it maintains a vertical and horizontal clearance of at least 10 feet from any overhead or underground power line, utility pole, telephone wire or cable, electrical streetlight standard or other above- or below-ground utility equipment or structure, or as required by the City's electrical code (whichever is more stringent), except that such clearance is not

required from the electrical feeder line to the sign itself, or to feeder electrical or telephone wires or cables that serve the building(s) on the same premises where the sign is to be located;

- (2) So that it is not attached to or will not interfere in any way with the use of any fire escape, exit, or standpipe;
 - (3) So that it will not obstruct any required building openings to such an extent that light or ventilation is reduced below that required;
 - (4) Completely outside of all public rights-of-way and easements (unless otherwise authorized in this article or other City ordinance), including street parkways and medians, except for governmental signs, special events signs that are authorized by the City, and subdivision entrance signs that are expressly authorized by the City;
 - (5) So that it will not block any fire lane, fire hydrant, or other fire hose connection; and
 - (6) So that it will not obstruct or interfere with the minimum sight line standards as set forth in Chapter 33 (Transportation), Article VI, Section 33.66 of the City Code.
- (I) Signs Encroaching Rights-of-Way or Easements. Signs encroaching into or over a public right-of-way or easement are prohibited, unless the encroachment is authorized under a licensing agreement with the City, in accordance with Section 31.117 of the City Code.
- (J) Obscene, Indecent, and Immoral Matter. It is unlawful for any person to display upon any sign obscene, indecent, or immoral matter.
- (K) Off-premise Signs. Off-premise signs are prohibited unless expressly authorized by this article.

Section 4.70 Authorized Signs

- (A) Authorized Signs. Notwithstanding any other provision of this GDC, the following signs are authorized in every district:

- (1) Although these regulations do not apply to signs erected, maintained or posted by the City, state, or federal government, these regulations clarify that governmental signs are allowed in every zoning district which form the expression of the City when erected and maintained and include the signs described and regulated in this subsection and subsections (A)(2)-(4) of this Section 4.70, when erected and maintained pursuant to law.
- (2) Traffic control devices, not including directional signs, on private or public property must be erected and maintained to comply with the Manual on Uniform Traffic Control Devices adopted in this state and if not adopted by this state with the Manual on Uniform Traffic Control Devices adopted by the Federal Highway Administration. Comment: The Federal Highway Administration has established uniform standards for signs that regulate traffic or that are erected and maintained within road rights of way or adjacent property. These uniform standards serve an extraordinarily important public function and are intended to be used by the owners of private property that is open to the public to reduce confusion and limit the risk of accident.
- (3) Every improved property within the City shall be marked using numerals that accurately identify the address of the property so that public safety departments can easily identify the address from public right-of-way(s). Property owners shall comply with Section R319.1 of the International Residential Code, Section 505.1 of the International Fire Code as amended by Section 30.226, and Section 21.01 of the City Code.
- (4) Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner must comply with the federal, state or local law to exercise that authority by posting a sign on the property that meets the standards and dimensions required by applicable law.

- (5) For convenience stores signs, also see Section 26.163 for additional limitations on window signs and other required signs.

(B) Temporary Signs.

- (1) Purpose and Intent. It is the intent of this GDC to limit the aesthetic impact of signs on properties to prevent clutter and protect streetscapes, thereby preserving property values and protecting traffic safety. The unreasonable accumulation of signs adversely affects these goals, property values, and public safety.

- (2) The following are Temporary signs that are allowed at any time:

- (a) A property owner may place one sign, not including a noncommercial flag, with a sign face no larger than 6 square feet, and at a maximum height of 6 feet, on the property at any time; and
- (b) A property owner may place one sign, not including a noncommercial flag, no larger than 8.5 inches by 11 inches in one window on the property at any time.
- (c) Commercial signs or advertisements may not be displayed on any lot, tract, or property that is lawfully used as a residential use.

- (3) Noncommercial Flags. For the purposes of this Article, noncommercial flags shall be considered temporary signs that do not require a permit for display. There are no time limitations for the display of noncommercial flags. The display of noncommercial flags are subject to the following provisions:

(a) *Commercial, Industrial, and Retail Districts.*

- (i) The maximum aggregate surface area of noncommercial flags located on a property or tract of land located within a commercial, industrial, or retail zoning district may be no greater than 200 square feet.

- (ii) Noncommercial flags attached to a building located on property or tract of land within a commercial, industrial, or retail zoning district may not exceed the height of the building. Freestanding flags must be attached to poles and may not exceed the height of the building or a maximum of 12 feet, whichever is less.
- (iii) In addition to the display of noncommercial flags allowed by above subsections (i) and (ii), a single free-standing noncommercial flag that is a maximum of 375 square feet may be flown on a property or tract of land located within a commercial, industrial, or retail zoning district that is immediately adjacent to IH635, IH30, and State Highway 190, at a height of no greater than 80 feet, as long as it is attached to a properly permitted and approved flag pole.
- (iv) All freestanding noncommercial flags must be securely attached to a structure or the ground capable of withstanding a 70 mph wind and be setback a minimum of 15 feet from the edge of the street or the back of the curb or a distance equal to the height of the pole, whichever is greater.

(b) Residential Zoning Districts

- (i) Freestanding noncommercial flags may not exceed the height of the primary structure located on the property or tract of land.
- (ii) All freestanding noncommercial flags must be securely attached to a structure, or the ground, capable of withstanding a 70 mph wind and be setback a minimum of 15 from the edge of the street or back of the curb.

(C) For purposes of this Section 4.70 the lessor of a property is considered the property owner where the lessor holds a

right to use exclusive of others (that is, the sole right to occupy). In the event there are multiple lessors of a property, then each lessor shall have the same rights and duties as the property owner as to the property the lessor leases and has the sole right to occupy and the size of the property shall be deemed to be the property that the lessor has the sole right to occupy under the lease.

- (D) One banner may be used as a temporary sign at the same location to which the owner has properly submitted a new application for a permanent sign or is in the process of replacing the old sign with a new one. The temporary banner sign may only remain until such time as the new sign is installed or for 60 days, whichever occurs first. The temporary banner must be similar in size as the permanent sign described in the owner's application for the permanent sign.

- (E) Vehicle Signs. A vehicle sign is a type of sign that is mounted on, attached to, or painted on a vehicle, trailer, skid, or other wheeled or mobile conveyance.

- (1) Vehicles with attached signs being primarily used to create additional on-premise signage for a business are prohibited.
 - (2) Vehicles with attached signs that cannot lawfully operate on a public street and are visible from a public right-of-way are prohibited.
 - (3) Vehicles with attached signs parked on vacant property, land, or a structure, and that are visible from a public right-of-way are prohibited.

Section 4.71 Residential Districts

The following provisions apply to all signs in residential zoning districts, including signs within 25 feet of a residential district boundary, signs within 25 feet of a public park of more than one acre, or signs located where a multi-family residential use occurs within a nonresidential zoning district:

- (A) Sign Illumination. A sign, including a programmable sign, may not emanate a luminance more than 0.2 foot-candles above the natural ambient light level of the location at the time

of measurement, as measured from the nearest residential property line; and

- (B) Electronic programmable signs. An electronic programmable sign located within a residential district or within 25 feet of a residential district are prohibited from displaying illuminated messages between 10:00 p.m. to 6:00 a.m., and must be oriented so that the sign face is facing perpendicular, as near as possible, to the street frontage on which the sign is located, and must comply with all limitations and regulations of Section 4.78(P).
- (C) Sign Movement. No portion of any sign may move, flash, rotate, or change its illumination or copy except for programmable signs that are expressly allowed by this Section or Section 4.78(P) for legal nonresidential uses in residential districts. Non-illuminated changeable message signs which meet all the requirements of either the attached or freestanding sign provisions are allowed.
- (D) Model Homes. A model home may have one temporary sign in residential subdivisions. Model home signs are subject to, and must comply with, the following provisions:
 - (1) Maximum height: The maximum height for a model home sign is 15 feet.
 - (2) Maximum size/area: The maximum sign area for a model home sign is 32 square feet.
 - (3) Location: Model home signs are allowed in all single-family (including townhouses) and two-family residential zoning districts.
 - (4) Placement/setbacks: Model home signs must be placed no closer than 5 feet from any property or right-of-way line.
 - (5) Maximum number: Each builder within a development may have a maximum of one model home sign on each model home lot.
 - (6) Duration: A model home sign may not remain on a premises once the premises or 80 percent of the lots in the development where the sign is located ~~are~~ have an approved building inspection by the City.

(7) Illumination: A model home sign may not be blinking, fluctuating, or moving. Lighting for the sign must be direct (that is, 90 percent of the emitted light must be directed onto the sign) and may not emanate a luminance more than 0.2 foot-candles above the natural ambient light level of the location at the time of measurement, as measured from the nearest residential property line..

(E) Subdivision Entrance Signs. The Plan Commission may approve the placement of a subdivision entrance sign(s) on any legally placed structure at the entrance and within the common area of a subdivision, which is owned and maintained by a home owners' association for single-family or duplex residential subdivision. The maximum sign area of a subdivision entrance sign may not exceed forty square feet. The maximum number of signs allowed for each subdivision is two signs per street entrance into the platted subdivision area. The sign height, maximum sign area, location on the site, setbacks, a graphic representation of the sign, and the total number of signs per subdivision must be prominently indicated on the plans submitted for consideration by the Plan Commission.

Exception - Administrative Approval. The Building Official may approve, and issue a sign permit for, a subdivision entrance sign that complies with the criteria above, with all other applicable provisions in this article, and with both of the following additional criteria:

- (1) The sign is attached to a screening wall that is not located within the street right-of-way; and
- (2) The sign is not animated or illuminated in any way.

Section 4.72 Existing Signs

(A) Nonconforming Signs.

- (1) Continuation Generally. A legally nonconforming sign is allowed to remain as is in the same location as it existed on the effective date of this GDC. The right for a legally nonconforming sign to continue existing as is will terminate, and the sign must be removed within 15 calendar days (unless otherwise provided

below), if and when one or more of the conditions stated below exists or occurs:

- (a) A sign becomes an illegal sign when it is altered, moved, or relocated without a Sign Permit pursuant to the provisions of this article;
- (b) A sign is damaged or destroyed and the cost to repair it exceeds 60 percent of the replacement cost of the sign on the date of damage; or
- (c) A sign that is intended to be perpendicular (90 degrees) to the ground leans at an angle 75 degrees or less, unless a variance is granted in accordance with Section 4.81 of this article (or, for a sign that was purposefully placed at an angle upon installation, its angle to the ground decreases by 15 degrees or more; no sign, regardless of its original installation angle, is allowed to remain at less than a 45 degree angle to the ground).

(2) Signs with Special Historic or Architectural Significance. Any sign designated by official action of the City Council as having special historic or architectural significance is exempt from the provisions of this article.

(3) Signs on Property Acquired by a Governmental Entity. A legally nonconforming sign located on property acquired by the City or another governmental entity may be temporarily relocated on-site provided the sign is removed or rebuilt to conform to this article (and any other applicable City codes or ordinances) within 365 calendar days following relocation of the sign. Relocation is limited to the same physical sign with no increase in height, area, or change in other physical attributes. For the purposes of this provision, a property acquisition by the City does not include right-of-way dedicated in the subdivision platting process.

(B) Cessation of Business Operations. If a sign is nonconforming, to maintain its status as a legally nonconforming sign, the business must remain in operation and conduct normal business activities on the premises on a

regular basis. If regular business operations cease for more than 365 calendar days, then the City may require the relocation, reconstruction, or removal of the sign.

(C) Illegal Signs.

- (1) Illegal Conforming Signs. Owners of illegal conforming signs must apply for and obtain a sign permit from the City within 15 calendar days following notification of noncompliance.
- (2) Illegal Nonconforming Signs. The owner of an illegal nonconforming sign that requires a sign permit must apply for a permit and upgrade the sign to conforming within thirty calendar days following original notification. If a sign permit is not granted, then the sign must be removed by the property owner within 60 calendar days following original notification. In the case of painted wall signs for which a Sign Permit is not in effect, such signs must be removed or painted over (with a paint material and color that matches the exterior finish of the affected building façade such that the sign's location is not visible) within 30 calendar days following original notification of violation.

(D) Removal of Signs.

- (1) Obsolete or Abandoned Signs. In the event a business ceases to conduct regular business activities on the premises upon which a sign is located for a period of more than 365 calendar days, then the City may require the relocation, reconstruction, or removal of the sign. However, if the premises containing the sign or sign structure is leased the City may not require removal under this subsection sooner than the second anniversary after the date the most recent tenant ceases to operate on the premises.
- (2) Unsafe Signs. Any sign that is determined by the Building Official to be unsafe is subject to removal, upon notice per subsection (4) below, if the Building Official determines that removal is necessary in order to protect the public health, safety, and welfare.
- (3) Notice to Remove Sign or to Correct Noncompliance.

- (a) Upon a determination that a sign must be removed, or that a sign is not in compliance with one or more provisions of this article, the Building Official shall give written notice to the owner of the premises upon which the sign is located, as indicated on city utility and tax appraisal records, to remove the sign, or to bring it into compliance, within 15 calendar days after notice is served. The written notice shall be sent to the property owner, who must remove the sign (or correct any noncompliance, as applicable) within 15 calendar days.
 - (b) The notice period, and removal/compliance period, for all temporary signs that are not in compliance with this article shall be 72 hours rather than 15 calendar days.
- (4) Storage of Impounded Signs.
- (a) The City shall store impounded signs for a minimum of 20 calendar days before destroying the signs pursuant to below subsection (c). The owner of the signs may claim them after paying all costs associated with their removal, transportation, and storage, as applicable.
 - (b) Within 3 business days of taking possession of an illegal or abandoned sign on private property, the City shall send written notice to the owner of the property on which the sign was taken, as indicated or any known party having control over the real property. The notice shall:
 - i. Give the location of the facility in which the sign is being held;
 - ii. State that the sign can be reclaimed not later than the 20th day after the date of the notice on payment of towing, preservation, and storage fees; and
 - iii. State that failure of the owner to claim the sign during the 20 day holding period is a waiver by that person of all right, title, and interest in the sign.

- (c) Any impounded signs not claimed within 20 calendar days may be destroyed by the City. In calculating the length of the storage period and the storage fee, the first working day after the date of the impoundment shall be considered day number one; thereafter, all days including weekends and holidays shall be counted.

Section 4.73 Digital Display on Nonconforming Off-Premise Signs

- (A) Certain nonconforming detached off-premise signs may be modified to use digital display technology subject to the restrictions and provisions of this Section 4.73.
- (B) Application. The owner of a nonconforming detached off-premise sign desiring to convert the sign to a digital display must submit a digital billboard sign permit application for a face modification. The Building Official shall review the application and make a determination as to whether the subject sign qualifies for an off-premise digital billboard conversion permit. In the event the Building Official approves the permit, the owner must apply for a demolition permit to remove the existing sign face area in accordance with subsection (D). The owner must complete demolition of the sign face according to the applicable ratio in below subsection (D) before the sign face is modified.
- (C) Compliance Required.
 - (1) Except as provided in this Section 4.73, off-premise digital billboards must fully comply with the size, height, spacing, setback, and all other applicable provisions in this article.
 - (2) Off-premise digital billboard support structures must be built to comply with this GDC.
 - (3) Off-premise digital billboards must comply with Title 43 Texas Administrative Code Section 21.163, "Electronic Signs," as amended.

- (4) Both existing and new digital billboards must comply with all lighting and safety standards mandated by federal, state, or local rules or statutes, including standards adopted or amended after the date of passage of these requirements. Lighting and safety standards include brightness, message duration, and proximity of the sign to other digital displays, ramps, and interchanges.

(D) Sign Face Exchange Ratio.

- (1) Except as provided in below paragraph (2), for every one square foot of sign face modified to use digital display technology, two square feet of detached non-premise conventional sign face area must be removed from within the City (not including the face of the sign being modified), subject to the following provisions:
 - (a) To receive credit for the removal of an area of detached off-premise conventional sign face, the entire sign face and structure supporting the removed sign face must be removed;
 - (b) At least one structure removed must be within a five mile radius of the conventional face being converted to digital;
 - (c) No credit is given for the area of the conventional face being removed for conversion to a digital display; and
 - (d) The removal of the entire nonconventional sign face area, including the entire support structure, must be completed before commencing construction work modifying the conventional sign to use digital display.
- (2) The new digital sign face may be no larger than the preexisting conventional sign face, but in no case may be larger than 700 square feet.

(E) Location and Number.

- (1) The conversion of conventional face nonconforming off-premise signs to digital face signs is limited to detached off-premise signs located adjacent to, and oriented toward the main travel lanes of, IH635 and IH30.
- (2) For support structures with only one digital display sign, signs must be located a minimum of 1,500 feet from any other digital display sign oriented to the same traffic direction along the main travel lanes of IH635 and IH30, measured linearly.
- (3) Digital display signs may not be located within 300 feet of any lot located in a residential district, measured radially.

(F) Support Structures.

- (1) Digital display sign support structures may not exceed an overall height of 50 feet or 42.5 feet above the nearest point on the travel surface of the highway, whichever is higher, except that no digital display sign may be higher than the conventional sign it replaced.

~~(2) Support Structures with Two Sign Faces.~~

- ~~(a) If existing faces are pivoted at an angle of 10 degrees or greater from each other and toward the main travel lanes of the highway, one or both sign faces may be converted to digital display.~~
- ~~(b) If existing faces are pivoted at an angle of less than 10 degrees, only one face may be converted to a digital display. The other sign face must be removed.~~

- ~~(3)~~(2) Sign support structures and faces being converted to accommodate digital displays may not be modified to change the angle of a sign face.

- ~~(4)~~(3) Electrical service to sign support structures with digital displays must be underground between the property line and the sign.

(G) Display.

- (1) All digital displays must conform with the illumination restrictions of above Section 4.69(E). An off-premise digital display sign must be equipped with both a dimmer control and a photocell that automatically adjusts the display's intensity according to natural ambient light conditions.
- (2) An off-premise digital display may not increase the light level on a lot in a residential district over ambient conditions without the digital display, measured in footcandles at the point closest to the sign that is five feet inside the residential lot and five feet above the ground.
- (3) Before the issuance of a digital display sign permit, the applicant must provide an ambient light survey from adjacent residential properties and a written certification from the sign manufacturer that:
 - (a) the light intensity has been factory programmed to comply with the maximum brightness and dimming standards of this subsection; and
 - (b) the light intensity is protected from end-user manipulation by password-protected software or other method satisfactory to the Building Official.

(H) Change of Message. Changes of message must comply with the following provisions:

- (1) Each message must be displayed for a minimum of eight seconds;
- (2) Changes of message must be accomplished within two seconds;
- (3) Changes of message must occur simultaneously on the entire sign face; and

- (4) No flashing, dimming, or brightening of message is permitted except to accommodate changes of message.
- (I) Malfunction. Digital display signs operators must respond to a malfunction within one hour after notification and must remedy the malfunction within 12 hours after notification. In case of sign malfunction, the digital display must freeze until the malfunction is remedied.

Section 4.74 Maintenance of Signs

- (A) General. All signs and sign support structures, together with all of their supports, braces, guys and anchors, must be kept in good repair, in safe condition, and in a proper state of appearance and preservation. Except as provided in Section 4.72(A) above, any sign or portion of a sign or sign support that is unsafe, an obstruction to the use of any sidewalk or roadway, or that is in such dilapidated condition as to be unsightly and, therefore, detrimental to the public welfare must be repaired and maintained, or removed.
- (B) Deteriorated Signs. A sign of any type may not be kept in a dilapidated or deteriorated condition. Any sign which the Building Official determines is in an unacceptable deteriorated condition or unsafe is subject to removal. Prior to removing any such sign, the Building Official shall give written notice to the owner of the premises upon which the sign is located, as indicated on city utility and tax appraisal records, to remove the sign or remediate all defects or dangerous conditions as expressly stated in the notice, within 15 calendar days after notice is served. The written notice shall be sent to the property owner, who must remove the sign (or correct any noncompliance, as applicable) within 15 calendar days.

Section 4.75 Sign Area

Measurement of Sign Area. The measurement of sign area is as follows:

- (A) Square or Rectangular Signs. The length of the sign multiplied by the height of the sign (see **Illustration 4-4**).

- (B) Irregularly Shaped Signs. The area of horizontally oriented squares, rectangles or circles, or combination thereof, necessary to enclose the sign face (see ***Illustration 4-5***).
- (C) Signs Composed of Individual Cutout Letters or Figures. The sign area of a sign made up of letters, words or symbols within a frame is determined from the outside edge of the frame of the sign. However, the sign area of signs composed of individual letters or figures is equal to the sum of the area of squares or rectangles necessary to enclose each word or groupings of letters or figures (see ***Illustration 4-6***).
- (D) Freestanding Multi-Panel Signs. The sign area of a sign that is comprised of multiple separate panels (such as the three-panel shopping area sign shown in ***Illustration 4-5***) is calculated as the aggregate area of all panels and does not include the space between panels, provided that all associated panels are no greater than 2 feet apart. In the event the space between panels exceeds the 2 feet maximum distance allowed, each panel shall be construed as separate signs. Multi-panel signs require only one sign permit.
- (E) Sign Base/Support Structure. The base or support structure of the sign is not counted as part of the overall sign area computation provided that such base or support structure has no sign, advertising, commercial, or business message on it, not including incidental plates or stickers of no greater than one square foot, which display manufacturer or owner information or address signs placed pursuant to Section 4.70(A)(3). The base or support structure does count toward overall sign height.
- (F) Illuminated Borders. Luminous gaseous tubing, LED lights, or other strip lighting attached directly to a surface shall be considered a "wall sign or attached sign" when forming a border for the subject matter, when directing attention to the subject matter, or when forming letters, logos, symbols, or pictorial designs of any kind. The area of the sign shall be determined by a geometric shape that enclosed the entire luminaire(s).

Illustration 4-4
Sign Area - Square or Rectangular Square



Illustration 4-5
Sign Area - Irregularly Shaped Signs





Illustration 4-6
Sign Area - Signs Composed of Individual Cutout Words or Figures



Section 4.76. Reserved

Division 4 – Sign Types & Related Regulations

Section 4.77 Free Standing Sign Restrictions

Unless expressly authorized by this article, a premises may not have more than one free standing sign, not including temporary signs. Unless expressly authorized by this article, businesses may not advertise on both a multi-tenant sign and another free standing sign, not including temporary signs, located on the premises.

Section 4.78 Signs – Permit Required

(A) Attached Sign (also termed Attached Wall Sign or Wall Sign).

An attached sign or attached wall sign is a sign that is attached to, applied to, applied on, or supported by any part of a building (such as a wall, parapet, canopy fascia, awning, arcade, mansard, or marquee) that encloses or covers usable space (as contrasted to a freestanding or detached sign).

An attached sign may be attached to, affixed upon, or painted upon a wall surface with the sign facing parallel to and projecting not more than eighteen inches from the surface of the building or appurtenance. Attached signs painted or applied directly upon an exterior wall surface must be professionally designed and constructed, consist of professional quality workmanship and exterior grade paints and materials, and be maintained at all times so that there is minimal fading, chipping, or peeling. The property owner shall remove any attached signs painted or applied directly upon an exterior wall surface that have not been properly maintained or are in a deteriorated condition.

A sign attached to or painted upon an awning or a canopy and visible to the exterior is considered in the allowable calculations for wall signs (also see “awning sign” and “canopy sign” for additional limitations). Luminous gaseous tubing, LED lights, or other strip lighting attached directly to a wall surface is considered a “wall sign” when forming a border for the subject matter, when directing attention to the subject matter, or when forming letters, logos, symbols, or pictorial designs of any kind. Attached

signs or attached wall signs must comply with the following provisions:

- (1) Maximum height: Attached signs may not extend higher than the height of the wall surface, unless noted below for parapet signs:

- (a) Signs may be placed a maximum of 10 feet above the roof on a parapet or similar projection that is continuous on three or more sides; and

- (b) Signs may not project above any portion of a parapet or similar projection.

- (2) Maximum size: Attached signs must comply with the following provisions for the total maximum surface area of all attached wall signs per façade in aggregate:

- (a) For single-tenant buildings:

- i. Front (main entry) façade only: The maximum square footage of an attached sign on the front of a single-tenant building may not exceed 2 square feet per lineal width in feet of building width of the wall upon which the sign is mounted, and in no case may any of the sign's dimensions exceed 75 percent of the corresponding width or the height of the wall, with a maximum of 200 square feet.

- ii. Side and rear facades: The maximum square footage of an attached sign on a side or rear façade of a single-tenant building may not exceed one square foot per lineal width in feet, of the wall upon which the sign is mounted, and in no case may any of the sign's dimensions exceed 50 percent of the corresponding width or the height of the wall, with a maximum of 100 square feet.

- (b) For "end-cap" tenants in multi-tenant strip center buildings:

- (i) Front (main entry) façade only: The maximum square footage of an attached sign on a front façade for "end cap" tenants in multi-tenant building may not exceed 2 times the lineal width, in feet, of the tenant frontage.

Tenant wall sign shall only be permitted upon the wall fronting the tenant and in no case may the sign's dimensions exceed 75 percent of either the corresponding width or the height of the wall. The total maximum sign area may not exceed 200 square feet.

- (ii) Side facade: The maximum square footage of an attached sign on a side façade for "end cap" tenants in a multi-tenant building may not exceed one square foot per lineal width, in feet, of the wall upon which the sign is mounted adjacent to the tenant space, and in no case may the sign's dimensions exceed 25 percent of either the corresponding width or the height of the wall. The total maximum sign area shall not exceed 100 square feet.
- (c) For "interior" tenants in multi-tenant strip center buildings:
 - (i) Front (main entry) façade only: The maximum square footage of an attached sign on a front façade for "interior" tenants in a multi-tenant building may not exceed the square footage of 2 times the lineal width of the wall upon which the sign is mounted, and in no case may the sign's dimensions exceed 75 percent of either the corresponding width or the height of the wall. The total maximum sign area shall not exceed 200 square feet.
 - (ii) Side and rear facades: Attached wall signs are not permitted for interior tenants.
- (d) For buildings three or more stories in height: The square footage of an attached sign that identifies the building name, and that is not attached to a tenant space, shall not exceed one square foot per the lineal width, in feet, of the frontage of the building, in addition to the total sign area otherwise allowed in this Section 4.78 (A) and the maximum area for the building name sign shall be 100 square feet.

- (e) For multiple tenant building with "interior" tenants that do not have direct exterior exits (such as office buildings, indoor shopping malls, and other similar uses) the total sign area of all wall signs for all tenants combined may not exceed the allowable sign area allowed in Section 4.78 (2)(a).
- (f) The total combined area of attached signs (including attached wall signs, awning signs, and canopy signs) for any elevational view shall not exceed that allowed for attached signs as set forth in Section 4.78 (2) (a).
- (3) Location: Attached signs are allowed in all nonresidential and mixed-use zoning districts.
- (4) Placement/setbacks: On the vertical face only of a building; attached signs must be comprised of individual letters or characters attached directly to the building face or to a raceway, or unilluminated panels comprised of individual letters or characters (cans, illuminated panels or illuminated box type signs shall not be permitted) and must be professionally designed, constructed, and applied in a workmanlike manner.
- (B) Awning Sign. An awning sign is a sign that is painted or applied directly on the surface of an awning. Awning signs must comply with the following provisions:
 - (1) Maximum height: The height of an awning sign shall be no greater than the vertical face only of the awning (for purposes of this subsection, the front vertical surface area for a "bubble" awning is located only on the front of the awning and not on its sides, and comprises the awning surface as measured from the bottom edge to that point on the awning that is less than 45 degrees to the ground plane, as viewed on the elevational view of the awning).
 - (2) Maximum size/area: Awning signs must comply with the following provisions:
 - (a) Shall not exceed the lineal width of the awning upon which the sign is applied;

- (b) Shall not be internally illuminated (can be illuminated using downward focused wall-mounted "gooseneck" or other decorative wall lighting);
 - (c) Shall be designed and installed as an integral, architectural element of the entire building system in a uniform, rhythmic systematic design pattern, including compatible color and lighting; and
 - (d) The total combined area of attached signs (including attached wall signs, awning signs, and canopy signs) for any elevational view shall not exceed that allowed for attached signs as set forth in Section 4.78(A).
- (3) Location: Awning signs are allowed in all nonresidential and mixed-use zoning districts.
- (4) Placement: Awning signs must have a minimum vertical clearance of 8 feet above any sidewalk or pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface.
- (C) Temporary Signs. Temporary signs include banners, balloons, pennants, inflatables, streamers, sails, air-supported devices, feathers, wind devices, and other similar types of temporary signs (but not including non-commercial flags, which are regulated by above Section 4.70) that may be placed on a structure or at a site that is intended to draw attention to a particular commercial event or commercial product must comply with the following provisions:
 - (1) Maximum size/area: The maximum surface area of all temporary signs located on a property or tract of land, may be no greater than two times the width of the wall containing the main entrance of the building, or tenant space occupied by the applicant who intends to display the temporary signage. In no case may the total square footage of the surface area of all the temporary signs located on a property or tract of land exceed 200 square feet.
 - (2) Maximum Height: Temporary signs attached to the building may not exceed the height of the building. Freestanding temporary signs such as balloons, inflatables, or wind devices shall not exceed the

height of the building or a maximum of 12 feet, whichever is less.

- (3) Location: Temporary signs attached to the building are allowed in all nonresidential, mixed-use, multi-family, and townhouse zoning districts, and allowed for any nonresidential use (such as a church, school, or day care center) that is located in an agricultural, single-family, or two-family zoning district. Freestanding temporary signs (such as balloons, inflatables, streamers, sails, or wind devices) are only allowed in nonresidential and the commercial areas of mixed use zoning districts.
- (4) Placement: Temporary signs attached to a building must be securely attached to the vertical face only of a building or a canopy so that the banner does not move, flap, wave, flutter, or twirl. Temporary signs may not be attached to an object such as a fence, screening wall, tree, utility pole or structure, or permanent sign support, and may not extend vertically above the roofline of the structure. Nonresidential uses located in residential districts, such as schools and churches may attach temporary signs to fences and other structures when approved by the Building Official where the temporary sign will not impose undue stress on the structure. All temporary signs must be on-premises and may not be located on public property or in the public right-of-way. All freestanding temporary signs must be securely affixed to the main structure or the ground capable of withstanding a 70 mph wind and be setback a minimum of 15 feet from the edge of the street or the back of the curb.
- (5) Maximum number: The maximum number of temporary signs shall be limited by the maximum total area of 200 square feet, but in no case shall the total number of temporary signs exceed 3.
- (6) Duration: Temporary signs may be displayed no more than 20 calendar days from the date the associated business, person, organization, activity, or event first opens to the public, which shall be indicated on the sign permit application.

(D) Blade Sign, Pedestrian. Pedestrian blade signs are generally placed perpendicular to the building's front entrance facade, and they are either suspended beneath a canopy or awning or attached directly to, and project out from, the building's facade. Blade signs may not encroach into any public right-of-way or over any public easement (except a pedestrian easement). A pedestrian blade sign must have a minimum clearance of 8 feet above any sidewalk or pedestrian travel surface, and fourteen feet above any vehicular parking or circulation surface. Pedestrian blade signs must comply with the following provisions:

- (1) Maximum size/area: The maximum surface area of a pedestrian blade sign is 4 square feet when suspended beneath a ground-level canopy or awning, or attached to a building on the ground-level facade. The blade sign may be no larger than 8 square feet when attached to the building's second or higher story.
- (2) Location: Pedestrian blade signs are allowed in all nonresidential and mixed-use zoning districts, and allowed for any nonresidential use (such as a church, school, or day care center) that is located in an agricultural or residential zoning district.
- (3) Placement/setbacks: A pedestrian blade sign must be suspended beneath a canopy or awning, or attached to building's entrance facade at a minimum height of 8 feet from the grade of the sidewalk and a maximum height of 10 feet, measured from the lowest portion of the frame or structure of the sign.
- (4) Maximum number: A business may have one pedestrian blade sign per public entrance.

(E) Canopy Sign. A canopy sign is a type of attached sign that is painted or applied directly on the surface of an attached or freestanding canopy, or that is designed to be an integral part of the face of a canopy. Canopy signs must comply with the following provisions:

- (1) Maximum height: The height of a canopy sign may not extend beyond the vertical face of the canopy.
- (2) Maximum size/area: A canopy sign's size and area must comply with the following:

- (a) The sign may not exceed 75 percent of the area of the face of the canopy of which it is a part or to which it is attached, or a maximum of twenty-five square feet, whichever is smaller;
 - (b) The copy or artwork may or may not be illuminated; and
 - (c) Gaseous, LED, or illuminated lighting on a canopy must be in conformance with Section 4.98(A) in Article 7 in this Chapter 4.
 - (d) The total combined area of attached signs (including attached wall signs, awning signs, and canopy signs) for any elevational view may not exceed that allowed for attached signs as set forth in Section 4.78(A).
- (3) Location: Canopy signs are allowed in all nonresidential and mixed-use zoning districts.
- (4) Quality: Canopy signs must be professionally designed and constructed, consist of professional quality workmanship and exterior grade paints and materials, and be maintained at all times so that there is minimal fading, chipping, or peeling.
- (5) Placement/setbacks: Canopy signs may be placed on the vertical face only of a canopy (not on the roof). Canopy signs must have a minimum vertical clearance of 8 feet above any sidewalk or pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface.
- (6) Maximum number: There may be no more than one canopy sign per canopy face.
- (F) Changeable Message Sign (non-electronic, also termed Reader Board Sign). A non-electronic changeable message sign is a wall-mounted or freestanding sign (or a portion of a larger sign), with manually interchangeable letters and symbols. It includes non-electronic bulletin boards and theater marquees; but, it is not a "Programmable Sign". A changeable message sign may be a component of another type of sign, such as a monument or pylon sign, and all applicable standards for the type of sign of which it is a part apply including, but not limited to, those pertaining to maximum

height, maximum size/area, permissibility in each zoning district, placement/setbacks, or number of signs permissible per lot.

(G) Changeable Message Signs (Electronic). See "Programmable Sign".

(H) Construction Sign. A construction sign is a temporary accessory sign allowed while a development project is being constructed on the premises upon which the sign is located. Construction signs must comply with the following provisions:

(1) Maximum height: A construction sign may be no more than 15 feet in height.

(2) Maximum size/area: A construction sign may be no more than 32 square feet.

(3) Location: Construction signs are allowed in all zoning districts, but not on lots containing model home signs.

(4) Placement/setbacks: Construction signs must be placed a minimum of 10 feet from any property or right-of-way line.

(5) Maximum number: The maximum number of construction signs at a single site is one per 1,500 feet of total street frontage (or portion thereof). The total street frontage shall be based on the frontage of the street named on the construction permit as the address of the site.

(6) Duration: Construction signs may remain at a project until it is complete. Construction signs must be removed prior to final building inspection or occupancy of the structure.

(J) Menu Board. A menu board is an on-site display that is utilized by restaurant, entertainment, and other business establishments in a drive-through operation. The menu board may be wall-mounted near the establishment's primary entrance, or may be freestanding at a drive-in or drive-through food service establishment, and may have a speaker and an electronic visual order display board or panel that verifies what the patron is ordering at the drive-through. Menu boards must comply with the following provisions:

- (1) Maximum height: The maximum height of a menu board is 8 feet if freestanding; if it is mounted upon a wall above a sidewalk, the top edge must be no higher than 7 feet above nearest sidewalk grade.
 - (2) Maximum size/area: The maximum surface area of a menu board is 45 square feet.
 - (3) Location: Menu boards are allowed in the zoning districts that allow the associated use by right (or by SUP where applicable).
 - (4) Placement/setbacks: Menu boards, if freestanding, are prohibited in the front building setback(s); menu boards are prohibited in a side or rear yard where adjacent to any residential zoning district.
 - (5) Maximum number: If freestanding, two menu boards per establishment (or per drive-through lane, if more than one) are allowed. However, drive-in style restaurants may have one menu board per parking stall, plus up to two menu boards for a drive-through lane. If wall-mounted, one menu board per business is allowed.
- (K) Monument Sign. A monument sign is a type of freestanding ground mounted sign having a low profile and the structure of which being made of stone, concrete, decorative metal, brick, or similar materials that is designed to complement the architecture of the building or complex on the premises where the sign is located. The lower edge of a monument sign must be contiguous with the ground (that is, solid from the ground up), and may not be elevated above grade by the use of poles, struts or wires, and may not incorporate embellishments or cut-outs. All sign panels on a monument sign must be architecturally compatible and cohesively designed. Monument signs must comply with the following provisions:
- (1) Maximum height: The maximum height for a monument sign is 7 feet, including the monument base, as measured from the average ground level at the base to the topmost portion of the sign or structure. The ground upon which a monument sign is located may be bermed (or designed as a raised planter with heavy evergreen landscaping to conceal the planter on all sides) a

maximum of 2 feet above average grade where the sign is placed.

- (2) Maximum size/sign area: The maximum surface area of a monument sign is 50 square feet.
- (3) Location: A monument sign is allowed in all zoning districts, but is prohibited on individual single- or two-family residential lots.
- (4) Placement/setbacks: A monument sign must be placed a minimum of 5 feet from any property or right-of-way line.
- (5) Maximum number: A site is allowed only one monument sign per street frontage, or a maximum of one per 300 feet of total street frontage if no pole or pylon sign is also used , but in no case are more than 3 monument signs allowed.

(L) Multi-Tenant Complex Sign.

- (1) A "Unified-lot" means two or more contiguous premises, whether in a single building or multiple buildings, which are a part of the same site plan, shopping center, business complex, or other similar type of multi-tenant development.
- (2) Except as expressly provided for within this subsection (L), owners or tenants of property located within a unified-lot may not construct, or advertise on, freestanding signs, except on multi-tenant complex signs that are the subject of a unified-lot sign agreement, to which they are a party, as further detailed in below subsection (f).
- (3) A multi-tenant complex sign is a type of freestanding sign that is used to identify the name of a multiple-building and multiple-tenant retail shopping center, a business park, or an industrial, commercial or office center or complex to assist public safety and emergency personnel in identifying individual businesses or tenants on the site or within the shopping center or business complex. A multi-tenant complex sign must be mounted on a single structural element on one of the lots represented on the sign. A multi-tenant complex sign is allowed with a fully executed unified lot

agreement, as more particularly described in below subsection (6). Freestanding businesses that are represented on a multi-tenant complex sign, and that have a minimum building square footage of 5,000 square feet, are also allowed one monument sign on their own lot, in addition to representation on a site-applicable multi-tenant complex sign. All sign panels on a multi-tenant complex sign must be architecturally compatible and cohesively designed. Multi-tenant complex signs must comply with the following provisions:

- (a) Maximum height: The maximum height of a multi-tenant complex sign is 35 feet. If located within 100 feet of an elevated portion of Interstate Highway 635, Interstate Highway 30 or President George Bush Turnpike/State Highway 190 and if sign visibility is impeded due to the highway elevation, the Planning Director may approve up to 10 feet of additional height, but in no case may it exceed a total height of 40 feet, in accordance with the alternative compliance provisions of Article 1, Division 2 of this Chapter 4.
- (b) Maximum size/area: The maximum surface area of multi-tenant complex signs is 150 square feet per side for pylon style signs, and 200 square feet per side for monument style signs.
- (c) Location: Multi-tenant complex signs are allowed in all nonresidential and mixed-use zoning districts on a unified-lot development site of combined contiguous lots that is at least 5 acres in size.
- (d) Placement/setbacks: Multi-tenant complex signs must be placed a minimum of 10 feet from any property or right-of-way line. Multi-tenant complex signs may be only masonry pylon or monument style (that is, they may not be pole signs).
- (e) Maximum number: Only one multi-tenant complex sign is allowed per 20 acres in the development and only one per street frontage.
- (f) Unified-lot sign agreement: A unified-lot sign agreement, in a form provided by the City, is

required whenever the owners (or the sole owner if only one) of 2 or more contiguous lots agree to treat their separate lots as one unified lot for the limited purpose of sharing a multi-tenant complex sign. The property owners must both be named as parties and execute the agreement. The agreement shall provide the following: (i) a legal description of the properties subject to the agreement; (ii) the parties agree to treat their separate lots as one unified lot; (iii) the parties agree to maintain the sign in accordance with Section 4.72 of this Article 5; (iv) a provision that the parties, their heirs, and assigns forego any rights to additional freestanding street front signage on the premises covered by the agreement (except for freestanding businesses who may have one additional monument sign on their own lot); (v) a provision that the agreement is a covenant running with the land to be filed and made a part of the Deed Records of the applicable county of jurisdiction; and (vi) a provision that the agreement cannot be amended or terminated without the consent of the Building Official. A unified-lot sign agreement is not effective until a true and correct copy of the approved agreement is filed with the applicable county and a copy is filed with the Building Official.

(M) Mural (also termed Original Art Display). A mural is a non-electronic, static work of art applied directly to a building's wall surface. Murals are intended for viewing and enjoyment by the public as art. Murals must comply with the following provisions:

- (1) Maximum height: A mural may extend no higher than the height of wall surface.
- (2) ~~Maximum size/area: The maximum surface area of murals is 20 square feet, or 20 percent of the wall surface area, whichever is less.~~
- (3) Location: Murals are allowed in all nonresidential and mixed-use zoning districts.
- (4) Placement/setbacks: Murals may only be placed on the vertical face only of a building. They must be

professionally applied by an experienced mural-painting artisan(s) using paint that will weather well and will generally remain legible and in its original appearance for at least 5 years following application.

- (5) Maximum number: The number of murals is limited to one per building, or one per street frontage for a corner or through lot or property.
- (N) Pole Sign. A pole sign is a single-support style sign that is placed on or anchored in the ground, and that is structurally independent of any building or other structure. Pole signs are prohibited in all zoning districts. .
- (O) Programmable Signs (Electronic). A programmable sign is a sign capable of displaying changing content through still, animated, scrolling or moving messages or images by remote or automatic means without the need to physically touch the sign face. The term includes signs that project images, display messages or images by means of electronic or 'digital' illumination such as cathode ray tubes, light emitting diodes (LED), plasma screens, liquid crystal displays, fiber optics, lasers, projectors and similar technology. Electronic programmable signs must comply with the following provisions:
 - (1) Maximum height: The maximum height for an electronic programmable sign is the same standard as the type of sign on which it is attached (such as a monument sign, pole, or pylon sign).
 - (2) Maximum size/area: The maximum surface area of an electronic sign is the same standard as the type of sign on which it is attached (such as a monument sign, pole, or pylon sign)
 - (3) Location: Electronic programmable signs are allowed as on-premise, freestanding signs in all nonresidential and mixed-use districts. An electronic programmable sign is also permitted in a residential district on a site that contains and operates as a lawful nonresidential use, and that has at least one frontage on a Type D (four-lane, divided) or larger thoroughfare, as shown on the City's adopted *Major Thoroughfare Plan*, in which case the electronic programmable sign may only be placed on a Type D or

larger street frontage. Additionally, where located within a residential district or within 25 feet of a residential district, electronic programmable signs are prohibited from displaying illuminated messages between 10:00 p.m. to 6:00 a.m. to further minimize potential negative impacts on surrounding residential properties.

- (4) Attached signs or Attached Wall Signs. Attached programmable signs are prohibited in all districts.
- (5) Placement/setbacks: The placement and setback standard for an electronic programmable sign is the same as the type of sign on which it is attached (such as a monument sign or pylon sign).
- (6) Maximum number: One electronic programmable sign is allowed per site. Except on a site in a nonresidential zoning district with frontage on 2 or more streets, or more than 300 feet of frontage on a single street, a maximum of 2 electronic programmable signs are allowed, both of which must be monument signs.
- (7) Electronic programmable signs are prohibited from:
 - (a) Displaying animated, full-motion or other moving images, or display a flashing or blinking image, an image that incorporates intermittent or bursts of illumination, or an image that scrolls, fades, rolls, shades, dissolves, or otherwise gives the appearance of movement that is not solely a transition between displays as provided by Subsection 4.78(P)(7)(c) below;
 - (b) Projecting an image onto a structure, building, the ground, or another object;
 - (c) Displaying an image for a period of less than eight seconds, or exceeding a period of two seconds during a transition between a complete change of message (other than black screen);
 - (d) Transitioning from one display to the next in a manner that requires the viewer to read subsequent displays in order to determine the message being conveyed; or
 - (e) Including any audio message.

- (8) A programmable sign must be equipped with a properly functioning automatic dimmer to adjust the luminance of the sign relative to ambient light so that at no time the sign will exceed the luminance limitations of Subsections 4.70(I) and 4.70(J). A programmable sign must be equipped with a properly functioning default mechanism that will cause the sign to revert immediately to a single, fixed, non-transitory image or to a black screen if the sign malfunctions. The owner of a programmable sign must provide the Building Official with current, valid contact information for a person who is authorized and able to turn off the programmable sign within four hours of notification in the event of a malfunction.
- (9) The sign face(s) of a freestanding on-premise pylon or monument signs may be converted to a programmable sign only in a manner that fully conforms to the provisions of this GDC. A lawfully existing, nonconforming on-premise sign must be made conforming in all respects including, without limitation, setbacks, sign area, height, and number in order to convert the sign face(s) of the sign to a programmable sign.
- (P) Pylon Sign. A pylon sign is a double- (or multiple-) support single-tenant or multi-tenant style sign that is placed on, or anchored in, the ground, and that is structurally independent of any building or other structure. Pylon signs must be designed in such a manner so that the support structures are architecturally and visibly distinct from one another. Pylon signs must be located entirely on private property and not within any public right-of-way or easement. All sign panels on a multi-tenant pylon sign must be architecturally compatible and cohesively designed. All supports for a pylon sign must be constructed of masonry products (or be constructed in such a manner as to have the appearance of masonry (however, stucco construction is not allowed). Pylon signs must comply with the following provisions:
- (1) Maximum height: A pylon sign may be a maximum height of 22 feet.
- (2) Maximum size/area: The maximum surface area of a pylon sign is 150 square feet.

- (3) Location: Pylon signs are allowed in all nonresidential zoning districts with the exception of NS, NO, UR, UB and DT districts (only monument-style freestanding signs are allowed in those districts).
 - (4) Placement/setbacks: A pylon sign must be placed a minimum of 20 feet from any property or right-of-way line.
 - (5) Maximum number: One pylon sign per site per public street frontage is allowed (not allowed if property only has access from an access easement or non-public street); minimum spacing between freestanding pylon signs on-site and from those on adjacent properties shall be at least 150 feet.
- (Q) Reader Board Sign. Reader board signs must comply with the standards of a "Changeable Message Sign, Non-Electronic."

Division 6 – Variances; Appeals

Section 4.81 Variances; Appeals

A request for a variance to one or more of the sign-related regulations cited in Subsection (D) below may be submitted to the Planning Department in the format specified by the Department, and will be processed and scheduled for consideration for approval by the Plan Commission using the processing procedures set forth in Division 4 of Chapter 5 of this GDC, and using the notification and public hearing procedures set forth in Article 2, Division 2 and Division 3 of Chapter 1 of this GDC.

- (A) The Plan Commission may, in specific cases and subject to appropriate conditions, authorize variances and exceptions to the regulations established in this Article 5 when the Commission has made a finding from the evidence presented that strict compliance with a requirement will result in a hardship or inequity to the applicant in accomplishing the objectives of this article, provided that economic or self-created hardship alone is not a sufficient basis for the granting of a variance or exception. A three-quarters (3/4) vote of the Plan Commission members present and voting is required to approve a sign variance. Upon appeal (if any), a three-quarters (3/4) vote of the City Council members

present and voting is required to overrule a sign variance denial by the Plan Commission.

- (B) The Plan Commission, in considering an application for a sign variance, shall apply the criteria for approval set forth in Section 5.12, Division 4 of Chapter 5, including, but not limited to, the extent to which the site for which the applicant seeks a variance differs from adjoining sites, the extent that the hardship or inequity claimed by the applicant is self-created or based upon financial need of the applicant, and the adverse effects that the granting of a variance may or would create.
- (C) Allowed Variances. The following sign-related regulations may be varied in accordance with the provisions of the above Subsection (C):
 - (1) Increase the maximum sign area up to an additional 25 percent; and
 - (2) Encroachment into a required sign setback.
- (D) Administrative Approval for Increased Sign Area. An increase in sign area for attached signs and freestanding signs up to 10 percent of the allowable sign area may be approved by the Planning Director provided that the request meets the criteria outlined for development variances in Section 5.12, Division 4 of Chapter.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4.d.

Meeting Date: December 3, 2018

Item Title: Council Member Deborah Morris' Briefing on Texas Downtown Conference

Summary of Request/Problem

Council Member Deborah Morris will provide Council with a briefing of her trip to Corpus Christi to attend the Texas Downtown Conference.

Recommendation/Action Requested and Justification

Council discussion.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4.e.

Meeting Date: December 3, 2018

Item Title: Consider Mayor Lori Barnett Dodson's request to attend the Cities for Tomorrow Conference in New Orleans

Summary of Request/Problem

Council is requested to consider Mayor Lori Barnett Dodson's request to attend the Cities for Tomorrow Conference in New Orleans December 6-7.

Recommendation/Action Requested and Justification

Council discussion.
