



**NOTICE AND AGENDA
JOINT MEETING OF THE CITY COUNCIL
AND THE EMPLOYEE BENEFITS TRUST
BOARD OF DIRECTORS
TUESDAY, SEPTEMBER 3, 2024, 7:00 P.M.
REGULAR CITY COUNCIL MEETING**

Notice is hereby given that the City Council of the City of Glenn Heights, Texas and the Employee Benefits Trust Board of Directors will hold a joint Meeting on Tuesday, September 3, 2024, beginning at 7:00 P.M., in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, as prescribed by Vernon's Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <https://www.glennheightstx.gov/129/Agendas-Minutes>.

This City Council Meeting will be live-streamed at <https://www.glennheightstx.gov/229/City-Council-Meeting-Videos>.

CALL TO ORDER – City Council and the Employee Benefits Trust Board of Directors Meeting (and temporarily recess the Employee Benefits Trust Meeting)

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

PROCLAMATION

- Patriot Day and National Day of Service and Remembrance, September 11, 2024

EVENT

- Glenn Heights 55th Anniversary Celebration, September 14, 2024, 4:00 P.M. – 9:00 P.M., Glenn Heights Heritage Park, 400 East Bear Creek Road

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the August 13, 2024, Special Called City Council Meeting. (Brandi Brown, City Secretary)

2. Discuss and take action to approve the City Council Meeting Minutes of the August 20, 2024, City Council Meeting. (Brandi Brown, City Secretary)
3. Discuss and take action to approve Ordinance O-17-24, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Zoning Ordinance and map of the City of Glenn Heights, as heretofore amended, by changing the zoning classification from Retail (R) to Retail with a specific use permit for a restaurant (dine-in and drive-thru) (R SUP) for an approximately 4.26 acre tract of land described as a portion of Lot 7 and a portion of Lot 9, Block K, Hollywood addition, Phase II, and being commonly known as 300 Ovilla Road, Glenn Heights, Ellis County, Texas. (Parviz Pourazizian, Director of Planning and Development Services)
4. **Site Plan Case:** Discuss and take action regarding a Site Plan Request for an approximately 4.26-acre tract of land described as a portion of Lot 7 and a portion of Lot 9, Block K, Hollywood addition, Phase II, and being commonly known as 300 Ovilla Road, Glenn Heights, Ellis County, Texas. (Parviz Pourazizian, Director of Planning and Development Services)
5. Discuss and take action on Resolution R-22-24, a Resolution of the City Council of the City of Glenn Heights, Texas, accepting and authorizing the City Manager to execute a Development Agreement with BR Estates at Sherman, LLC, for cost participation in certain improvements to the intersection of Ovilla Road (FM 664) and Santa Rosa Drive for an approximately 4.26 acre tract of land described as a portion of lot 7 and a portion of Lot 9, Block K, Hollywood Addition, Phase II, and being commonly known as 300 Ovilla Road, Glenn Heights, Ellis County, Texas. (Parviz Pourazizian, Director of Planning and Development Services)
6. Discuss and take action on Resolution R-21-24, a Resolution of the City Council of the City of Glenn Heights, Texas, accepting and authorizing the City Manager to execute a contract with QKB Inc. for construction of the Lin Dell Estate Water distribution upsizing project (RFB 2024-04) in a base amount of \$499,975.00 plus \$50,025.00 contingency and total of \$550,000.00. (Parviz Pourazizian, Director of Planning and Development Services)

City Council will recess temporarily to convene a meeting of the Glenn Heights Employee Benefits Trust Board of Directors.

EMPLOYEE BENEFITS TRUST BOARD OF DIRECTORS

The City of Glenn Heights Employee Benefits Trust Board of Directors reserves the right to retire into Executive Session concerning any of the agenda items whenever it is considered necessary and legally justified pursuant to Texas Government Code, Chapter 551. The City of Glenn Heights Employee Benefits Trust reconvenes into its Regular Called Meeting.

1. Discuss and take action regarding insurance renewal recommendations for Employees' Group Medical/Prescription, Life/Disability, Dental, Vision, and Accident/Critical Illness Insurance, and a Flexible Spending Account. (Jaynice Porter-Brathwaite, Human Resources Director)

ADJOURNMENT

The City Council will reconvene into its Regular Called Meeting.

AGENDA

1. Discuss and take action on Resolution R-23-24, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the City of Glenn Heights Employee Benefits Trust to pay the obligations of the Trust as it relates to insurance contracts that the Trust awards; authorizing any transfers of funds that may be necessary during the 2024-2025 Fiscal Year to fund the Trust's obligations relating to insurance contracts that the Trust awards; and providing for an effective date. (Jaynice Porter-Brathwaite, Human Resources Director)
2. Discuss and take action to reappoint two (2) and appoint one (1) Commissioner to serve on the Planning and Zoning Commission. (Parviz Pourazizian, Director of Planning and Development Services)
3. Discussion regarding a possible Dallas Area Rapid Transit (DART) sales tax reduction. (Mark Enoch, DART Board of Directors)
4. Discuss and take action on Resolution R-18-24, a Resolution of the City Council of the City of Glenn Heights, Texas, accepting and approving an Interlocal Cooperative Purchasing Agreement with the City of Granbury, Texas. (Sherry Roberts, Finance Director)
5. **Replat Case RP-002-24:** Public hearing to receive testimony regarding a Residential Replat request for a tract of land situated in the Abraham Hart Survey, Abstract Number 563, Dallas County, Texas, for an approximate 2.5019 acre tract of land described as being Lot 1, Block 1, Cannon Addition, an addition to the City of Glenn Heights, Dallas County, Texas according to the plat thereof recorded in County Clerk Instrument 201400100244 and being commonly known as 925 W. Bear Creek Road, Glenn Heights, Texas, to create two residential lots "1A" and "1B" from the existing tract.
6. **Replat Case RP-002-24:** Discuss and take action on a Residential Replat request for a tract of land situated in the Abraham Hart Survey, Abstract Number 563, Dallas County, Texas, for an approximate 2.5019 acre tract of land described as being Lot 1, Block 1, Cannon Addition, an addition to the City of Glenn Heights, Dallas County, Texas according to the plat thereof recorded in County Clerk Instrument 201400100244 and being commonly known as 925 W. Bear Creek Road, Glenn Heights, Texas to create two residential lots "1A" and " 1B" from the existing tract. (Parviz Pourazizian, Director of Planning and Development Services)
7. **Zone Change:** Public hearing to receive testimony regarding amending the Comprehensive Zoning Ordinance, Plan and Map of the City of Glenn Heights, Texas, as amended, by granting a change in zoning from Business Park Commercial (BP-C Ordinance 843-07) to Commercial (C) and granting a Special Use Permit for long term or permanent open storage for a 5.00 +/- acre tract of land described as Lots 2, 3, 4, 5, 6, 7, and 8, of Block B, of the Willow Run

Addition, City of Glenn Heights, Dallas County, Texas, and being commonly known as 1523 South Beckley Road, Glenn Heights, Dallas County, Texas.

8. **Zone Change:** Discuss and first reading of Ordinance O-19-24, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Comprehensive Zoning Ordinance, Plan and Map of the City of Glenn Heights, Texas, as amended, by granting a change in zoning from Business Park Commercial (BP-C Ordinance 843-07) to Commercial (C) and granting a Special Use Permit for long term or permanent open storage for a 5.00 +/- acre tract of land described as Lots 2, 3, 4, 5, 6, 7, and 8, of Block B, of the Willow Run Addition, City of Glenn Heights, Dallas County, Texas, and being commonly known as 1523 South Beckley Road, Glenn Heights, Dallas County, Texas. (Parviz Pourazizian, Director of Planning and Development Services)
9. Public hearing to receive testimony regarding Ordinance O-16-24, an Ordinance of the City Council of the City of Glenn Heights, Texas, by amending Section 1 ("Use Charts") of Article XI ("Permitted Uses") of Exhibit 14A ("Zoning Ordinance") of Chapter 14 ("Zoning") to amend the Land Use Chart of the City's Comprehensive Zoning Ordinance.
10. Discuss and take action on Ordinance O-16-24, an Ordinance of the City Council of the City of Glenn Heights, Texas, by amending Section 1 ("Use Charts") of Article XI ("Permitted Uses") of Exhibit 14A ("Zoning Ordinance") of Chapter 14 ("Zoning") to amend the Land Use Chart of the City's Comprehensive Zoning Ordinance. (Second Reading) (Parviz Pourazizian, Director of Planning and Development Services)
11. Public Hearing to receive testimony regarding the Proposed Fiscal Year 2024-2025 Budget.
12. Discuss and first reading of Ordinance O-18-24, an Ordinance of the City Council of the City of Glenn Heights, Texas, adopting the Budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025. (Clifford Blackwell, City Manager)
13. Discuss and take action to postpone vote on approval of the Proposed Fiscal Year 2024-2025 Budget to the September 17, 2024, City Council Meeting. (Clifford Blackwell, City Manager)

ADJOURNMENT

In accordance with the Americans with Disabilities Act, if you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email brandi.brown@glennheightstx.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938-

C South Hampton Road, Glenn Heights, Texas by 7:00 P.M. on Saturday, August 31, 2024. Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in closed session with its attorney at any time during the course of this meeting and to receive legal advice regarding any item listed on this agenda.

Brandi Brown, City Secretary

PROCLAMATION



Office of the Mayor • City of Glenn Heights

Patriot Day and National Day of Service and Remembrance September 11, 2024

WHEREAS, on September 11, 2001, America experienced the worst terrorist attack in her history when nearly 3,000 men, women, and children were taken from us, leaving their families and our Nation with a void that can never be filled. In the years since, we have stood strong as one people – determined to further embolden our country’s character with acts of endurance and strength; renewal and progress; and

WHEREAS, as we reflect on the lives we lost and pay tribute to the families who still live with extraordinary pain, let us resolve to continue embodying the American spirit that no act of terror can ever extinguish. I call on all residents of the City of Glenn Heights to observe this National Day of Service and Remembrance with acts of selflessness and charity. I encourage everyone to visit www.Serve.gov to learn of the many opportunities available to give back to others and to reaffirm the fundamental truth that we are our brothers’ and our sisters’ keepers; and

WHEREAS, by a joint Resolution approved December 18, 2001 (Public Law 107–89), the Congress has designated September 11th of each year as “Patriot Day,” and by Public Law 111–13, approved April 21, 2009, the Congress has requested the observance of September 11th as an annually recognized “National Day of Service and Remembrance.”

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim September 11, 2024, as **Patriot Day and National Day of Service and Remembrance.** I encourage all residents to participate in community service in honor of those our Nation lost, to observe this day with appropriate ceremonies and activities, and to observe a moment of silence beginning at 8:46 a.m. Eastern Daylight Time to honor the innocent victims who perished as a result of the terrorist attacks of September 11, 2001.

IN WITNESS WHEREOF, I have hereunto set my hand this third day of September in the year of our Lord two thousand twenty-four.

Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas



Discuss and take action to approve the City Council Meeting Minutes of the August 13, 2024, Special Called City Council Meeting. (Brandi Brown, City Secretary)

[illegible]

**MINUTES OF THE CITY COUNCIL OF
THE CITY OF GLENN HEIGHTS, TEXAS**

AUGUST 13, 2024

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 13th day of August 2024, the City Council of the City of Glenn Heights, Texas, met in a Special Called City Council Meeting in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, with the following members present:

CITY COUNCIL:

Sonja A. Brown	*	Mayor
Harry A. Garrett	*	Mayor Pro Tem
Sherron Mosley	*	Council Member, Place 1
Travis Bruton	*	Council Member, Place 3
Laymon Lightfoot	*	Council Member, Place 5
Cornel Benford II	*	Council Member, Place 6

STAFF:

Clifford Blackwell	*	City Manager
Keith Moore	*	Deputy City Manager
Brandi Brown	*	City Secretary
Barrett Albright	*	Parks and Recreation Superintendent
Nick Bristow	*	Chief of Police
Kathi Morgan	*	IT Administrator
Jaynice Porter-Brathwaite	*	Human Resources Director
Parviz Pourazizian	*	Director of Planning and Development Services
Sherry Roberts	*	Finance Director
Karen Thurmond	*	Municipal Court Administrator
Andrew Waits	*	Public Works Superintendent
Nicholas Williams	*	Fire Chief

CALL TO ORDER

Mayor Sonja A. Brown called the City Council Meeting to order at 7:04 P.M., with a quorum of the City Council present.

INVOCATION

Mayor Pro Tem Harry A. Garrett delivered the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Sonja A. Brown led the assembly in the Pledge of Allegiance.

PUBLIC COMMENTS

- William Busby, address on file: discussed current Fire Fighter salaries, the City's recent Salary Survey, and his support of adjustments in future budgets.
- Jason Cates, address on file: discussed current Fire Fighter salaries and his support of adjustments in future budgets.

PROCLAMATION

Mayor Sonja A. Brown read the following Proclamation:

- Commemoration of the Glenn Heights Professional Fire Fighters Association, IAFF Local 4400's, 20 Years of Service in the City of Glenn Heights

AGENDA

1. Presentation and discussion regarding Public Sector Personnel Consultants' (PSPC) Employee Compensation Study.

Jaynice Porter-Brathwaite, Human Resources Director, introduced this item, and Matt Weatherly, President of Public Sector Personnel Consultants (PSPC), completed a presentation regarding the Compensation Study scope, external comparators and data sources, survey findings, and how to apply the findings.

Mr. Weatherly answered Council's questions related to market and midpoints, unavailable data, and how cities may increase wages.

2. Formal Presentation of the City Manager's Proposed Fiscal Year 2024-2025 Budget for the City of Glenn Heights, in conformance with the City of Glenn Heights Home Rule Charter, Section 7.02, Preparation and Submission of Budget.

Clifford Blackwell, City Manager, introduced this item and completed a presentation regarding the budget process, tax rate, major operating funds, capital improvement projects, and supplemental requests.

Mr. Blackwell answered Council's questions related to County tax assessments, the tax rate history, sales tax, impact fees and the General Fund, service and software cost increases, and supplemental requests.

ADJOURNMENT

Council Member Laymon Lightfoot made a motion to adjourn. Council Member Cornel Benford II made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Garrett, Mosley, Bruton, Lightfoot, and Benford

Mayor Sonja A. Brown adjourned the meeting at 9:49 P.M.

Sonja A. Brown, Mayor

Attest:

Brandi Brown, City Secretary

Passed and approved on the 3rd day of September 2024



Discuss and take action to approve the City Council Meeting Minutes of the August 20, 2024, City Council Meeting. (Brandi Brown, City Secretary)

[illegible]

**MINUTES OF THE CITY COUNCIL OF
THE CITY OF GLENN HEIGHTS, TEXAS**

AUGUST 20, 2024

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 20th day of August 2024, the City Council of the City of Glenn Heights, Texas, met in a Regular City Council Meeting in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, with the following members present:

CITY COUNCIL:

Sonja A. Brown	*	Mayor
Harry A. Garrett	*	Mayor Pro Tem
Sherron Mosley	*	Council Member, Place 1
Travis Bruton	*	Council Member, Place 3
Laymon Lightfoot	*	Council Member, Place 5
Cornel Benford II	*	Council Member, Place 6

STAFF:

Clifford Blackwell	*	City Manager
Keith Moore	*	Deputy City Manager
Brandi Brown	*	City Secretary
Barrett Albright	*	Parks and Recreation Superintendent
Nick Bristow	*	Chief of Police
Kathi Morgan	*	IT Administrator
Jaynice Porter-Brathwaite	*	Human Resources Director
Parviz Pourazizian	*	Director of Planning and Development Services
Sherry Roberts	*	Finance Director
Karen Thurmond	*	Municipal Court Administrator
Andrew Waits	*	Public Works Superintendent
Nicholas Williams	*	Fire Chief

CONSULTANT:

Courtney Morris	*	City Attorney
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CALL TO ORDER

Mayor Sonja A. Brown called the City Council Meeting to order at 7:00 P.M., with a quorum of the City Council present.

INVOCATION

Mayor Pro Tem Harry A. Garrett delivered the Invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

There were no Public Comments.

PROCLAMATIONS

Mayor Sonja A. Brown read the following Proclamations:

- Labor Day, September 2, 2024
- National Payroll Week, September 2-6, 2024

EVENT

Mayor Sonja A. Brown read the following Event:

- Glenn Heights 55th Anniversary Celebration, September 14, 2024, 4:00 P.M. – 9:00 P.M., Glenn Heights Heritage Park, 400 East Bear Creek Road

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the July 16, 2024, City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve the City Council Meeting Minutes of the August 6, 2024, City Council Meeting. (Brandi Brown, City Secretary)
3. Acknowledge receipt of the July 2024 Financial Reports. (Sherry Roberts, Finance Director)
4. Replat Case RP-003-24: Discuss and take action to approve a replat request for a 11.964 +/- acre tract of land situated in the W.P. Holman Survey, Abstract Number 619, in the City of Glenn Heights, Dallas County, Texas, being all of Lot 2A-1, Block B, of Bear Creek Plaza Addition, an addition to the City of Glenn Heights, Dallas County, Texas according to the plat thereof recorded in County Clerk Instrument 201900112593, Official Public Records, Dallas County, Texas, to create two lots "2A-1R" and "2B" from the existing tract. (Parviz Pourazizian, Director of Planning and Development Services)
5. Maplewood South Preliminary Plat: Discuss and take action to approve a Preliminary Plat Request by Cody Crannell with CCM Engineering for a 45.296+/- acre tract of land, situated in the William Rawlings Survey, Abstract Number 1205 in the City of Glenn Heights, Dallas County, Texas, being a part of that certain tract of land conveyed to Glenn Heights Beltline GP LLC, as described in deed recorded in Instrument Number 202100305245 of the Official Public Records, Dallas County, Texas. (Parviz Pourazizian, Director of Planning and Development Services)

Council Member Cornel Benford II made a motion to approve Consent Agenda items 1-5.

Council Member Travis Bruton made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Garrett, Mosley, Bruton, Lightfoot, and Benford

AGENDA

1. Presentation and discussion regarding a partnership with Joon Care and the Blue Line Mentorship Program.

Council Member Sherron Mosley and Officer Christopher Ross, introduced this item, and Danielle Juris, Director of Products for Joon Care, completed a presentation regarding challenges that impact teenagers, Joon's Mission, services that Joon provides, their Digital Care Environment, patient outcomes, and why the City should partner with Joon. Patrice Greer, Program Coordinator with United MegaCare, discussed the Quest Program as well.

Mr. Mosley, Officer Ross, and Ms. Juris answered Council's questions related to program timelines, marketing, and parental involvement.

2. Follow-up discussion regarding the Proposed Fiscal Year 2024-2025 Budget.

Clifford Blackwell, City Manager, introduced this item and completed a presentation regarding the budget process, tax rate, major operating funds, capital improvement projects, and supplemental requests.

Mr. Blackwell answered Council's questions related to adjusting salaries based on the Salary Survey results, Step Pay increases, project timeframes, capital project funding, existing City building plans, and supplemental requests.

3. Public Hearing to receive testimony regarding Ordinance O-17-24, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Zoning Ordinance and map of the City of Glenn Heights, as heretofore amended, by changing the zoning classification from Retail (R) to Retail with a specific use permit for a restaurant (dine-in and drive-thru) (R SUP) for an approximately 4.26 acre tract of land described as a portion of Lot 7 and a portion of Lot 9, Block K, Hollywood addition, Phase II, and being commonly known as 300 Ovilla Road, Glenn Heights, Ellis County, Texas.

Council Member Cornel Benford II made a motion to open the Public Hearing. Mayor Pro Tem Harry A. Garrett made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Garrett, Mosley, Bruton, Lightfoot, and Benford

Mayor Sonja A. Brown announced that the Public Hearing was opened at 9:52 P.M.

Hearing no testimony, Council Member Travis Bruton made a motion to close the Public Hearing. Council Member Cornel Benford II made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Garrett, Mosley, Bruton, Lightfoot, and Benford

Mayor Sonja A. Brown announced that the Public Hearing was closed at 9:52 P.M.

4. Discuss and first reading of Ordinance O-17-24, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Zoning Ordinance and map of the City of Glenn Heights, as heretofore amended, by changing the zoning classification from Retail (R) to Retail with a specific use permit for a restaurant (dine-in and drive-thru) (R SUP) for an approximately 4.26 acre tract of land described as a portion of Lot 7 and a portion of Lot 9, Block K, Hollywood addition, Phase II, and being commonly known as 300 Ovilla Road, Glenn Heights, Ellis County, Texas.

Parviz Pourazizian, Director of Planning and Development Services, regarding the applicant's request, site location and plan, and traffic study, and provided a recommendation.

5. Discuss and take action to reappoint two (2) and appoint one (1) Commissioner to serve on the Planning and Zoning Commission. (Parviz Pourazizian, Director of Planning and Development Services)

Mayor Pro Tem Harry A. Garrett made a motion to table Agenda item 5 to September 3, 2024. Council Member Travis Bruton made the second. The motion carried with the following record vote:

VOTE 5 Ayes – Brown, Garrett, Mosley, Bruton, and Lightfoot
1 Nay – Benford

ADJOURNMENT

Council Member Travis Bruton made a motion to adjourn. Council Member Cornel Benford II made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Garrett, Mosley, Bruton, Lightfoot, and Benford

Mayor Sonja A. Brown adjourned the meeting at 10:00 P.M.

Sonja A. Brown, Mayor

Attest:

Brandi Brown, City Secretary
Passed and approved on the 3rd day of September 2024



Discuss and take action to approve Ordinance O-17-24, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Zoning Ordinance and map of the City of Glenn Heights, as heretofore amended, by changing the zoning classification from Retail (R) to Retail with a specific use permit for a restaurant (dine-in and drive-thru) (R SUP) for an approximately 4.26 acre tract of land described as a portion of Lot 7 and a portion of Lot 9, Block K, Hollywood addition, Phase II, and being commonly known as 300 Ovilla Road, Glenn Heights, Ellis County, Texas. (Second Reading) (Parviz Pourazizian, Director of Planning and Development Services)

[illegible]

ORDINANCE O-17-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF GLENN HEIGHTS, AS HERETOFORE AMENDED, BY CHANGING THE ZONING CLASSIFICATION FROM RETAIL (R) TO RETAIL WITH A SPECIFIC USE PERMIT FOR RESTAURANT (DINE-IN AND DRIVE THRU) (R SUP) FOR AN APPROXIMATELY 4.26 ACRES TRACT OF LAND DESCRIBED AS PORTION OF LOT 7 AND PORTION OF LOT 9 , BLOCK K, HOLLYWOOD ADDITION, PHASE II, AND BEING COMMONLY KNOWN AS 300 OVILLA ROAD, GLENN HEIGHTS, ELLIS COUNTY, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing duly noticed and held as required by law and upon due deliberation, the Planning and Zoning Commission of the City of Glenn Heights, Texas, has recommended approval of the proposed amendment to the Zoning Ordinance and Map of the City of Glenn Heights, Texas, by changing the zoning on approximately 4.26 acres of land described as Portion of Lot 7 And Portion of Lot 9 , Block K, Hollywood Addition, Phase II , and commonly known as 300 Ovilla Road, Glenn Heights, Ellis County, Texas, from Retail (R) to Retail with Specific Use Permit for Restaurant(Dine-In And Drive Thru) (R SUP), and

WHEREAS, after public notice and public hearing as required by law and upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearing, the City Council of Glenn Heights, Texas, has determined it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the City of Glenn Heights that the Zoning Ordinance be amended as described below; and

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

SECTION 1. All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. The City of Glenn Heights Zoning Ordinance and Zoning Map are hereby amended by amending the zoning classification from Retail (R) to Retail with Specific Use Permit allowing Restaurant(Dine-In And Drive Thru) (R SUP) for an approximately 4.26 acres tract of land described as a portion of Lot 7 And a portion of Lot 9 , Block K, Hollywood Addition, Phase II, being commonly known as 300 Ovilla Road, , Glenn Heights, Ellis County, Texas, and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), subject to the special conditions stated in Section 3 of this Ordinance.

SECTION 3. The Property shall be developed and used only in the manner and for the purposes provided for in the City of Glenn Heights Code of Ordinances, including the Zoning Ordinance and Zoning Map, as heretofore and herein amended, subject to the following special conditions:

1. The restaurant shall be constructed in accordance with the plans and/or depictions attached hereto and incorporated herein by this reference as Exhibit "B".

SECTION 4. REPEAL OF CONFLICTING ORDINANCES. All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Glenn Heights, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 5. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this ordinance or application thereto any person or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLENNHEIGHTS, TEXAS ON THIS THE 3RD DAY OF SEPTEMBER 2024.

APPROVED:

Sonja A. Brown Mayor

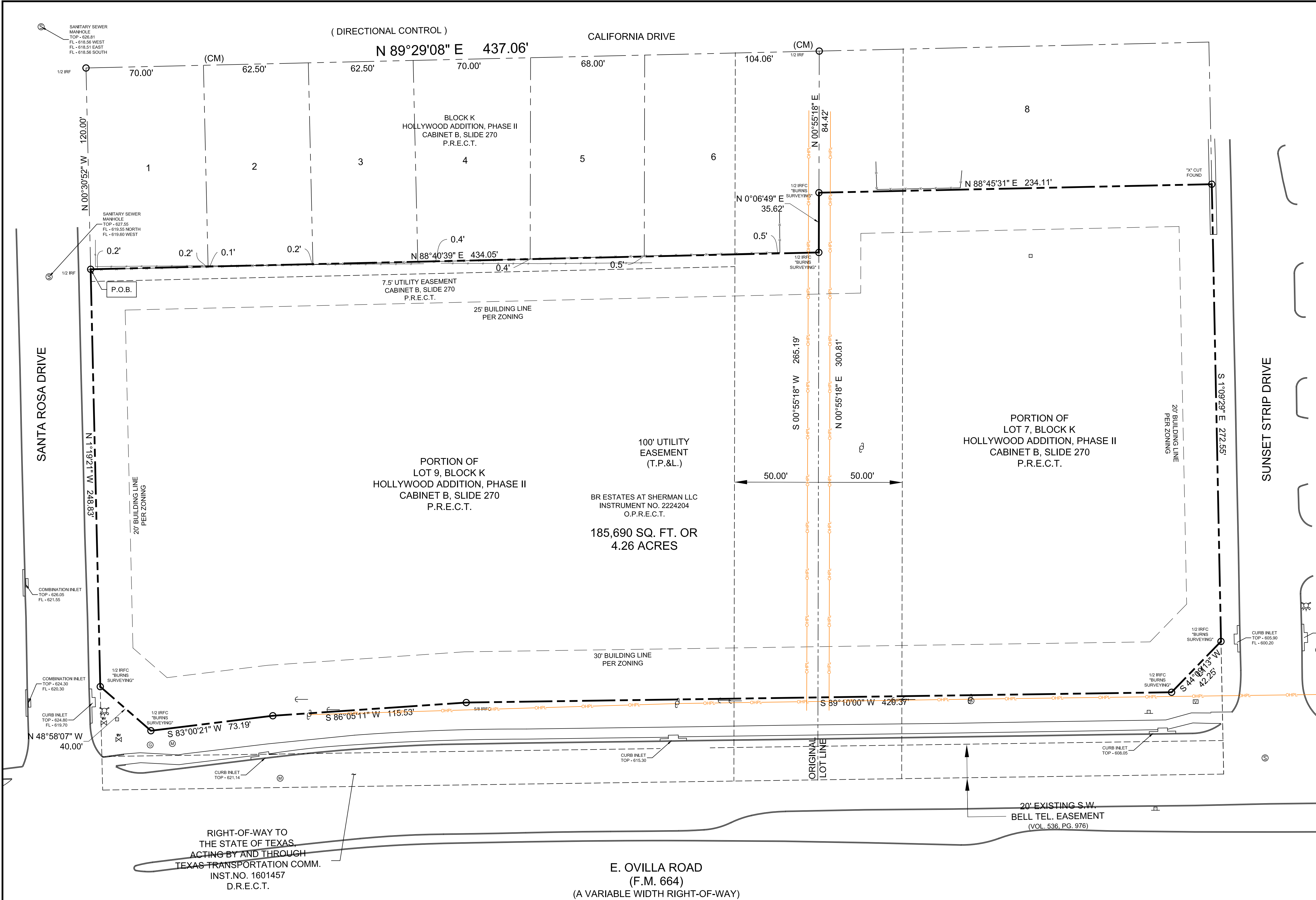
ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

David Berman, City Attorney

EXHIBIT A
Survey including legal description of the Property



This is to certify that I have, this date, made an on the ground survey of the property located on Ovilla Road in the City of Glenn Heights, Ellis County, Texas, described as follows:

STATE OF TEXAS ~
COUNTY OF ELLIS ~

Being a 4.26 acre tract of land in the City of Glenn Heights, Ellis County, Texas, being a portion of Lot 7, Block K, Hollywood Addition, Phase II, an addition to the City of Glenn Heights, Ellis County, Texas, according to the plat thereof recorded in Cabinet B, Page 270, Official Public Records, Ellis County, Texas, being all of that certain 4.26 acre tract of land conveyed to BR Estates at Sherman LLC by Special Warranty Deed with Vender's Lien as recorded in Instrument No. 2224204, Official Public Records, Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner at the northwest corner of said Lot 9, Block K, said point being the southwest corner of Lot 1, Block K, Hollywood Addition, Phase II, an addition to the City of Glenn Heights, Ellis County, Texas, according to the plat thereof recorded in Cabinet B, Page 270, Official Public Records, Ellis County, Texas, same point being in the east right-of-way line of Santa Rosa Drive (a public right-of-way), said point being the northwest corner of said 4.26 acre tract of land being described;

THENCE N 88 degrees 40 minutes 39 seconds W, departing the east line of said Santa Rosa Drive and along the common line of said Lot 9 and said Block K, a distance of 434.05 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner, said point being the southeast corner of Lot 6, Block K, Hollywood Addition, Phase II, an addition to the City of Glenn Heights, Ellis County, Texas, according to the plat thereof recorded in Cabinet B, Page 270, Official Public Records, Ellis County, Texas, same point being in the west line of said Lot 7, Block K;

THENCE N 00 degrees 06 minutes 49 seconds E, along the common line of said Lot 6, Block K and said Lot 7, Block K, a distance of 35.62 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner, said point being the southwest corner of said Lot 8, Block K, Hollywood Addition, Phase II, an addition to the City of Glenn Heights, Ellis County, Texas, according to the plat thereof recorded in Cabinet B, Page 270, Official Public Records, Ellis County, Texas, same point being the northwest corner of said Lot 7, Block K;

THENCE N 88 degrees 45 minutes 31 seconds E, along the common line of said Lot 7, Block K and said Lot 8, Block K, a distance of 234.11 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner, said point being the northeast corner of said Lot 7, Block K, said point being in the west line of Sunset Strip Drive (a public right-of-way);

THENCE S 01 degrees 09 minutes 29 seconds E, along the west line of said Sunset Strip Drive, a distance of 272.55 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner, said point being the northeast corner of of that certain tract of land conveyed to the State of Texas by deed as recorded in Instrument No. 1601457, Official Public Records, Ellis County, Texas, same point being at the intersection of the west line of said Sunset Strip Drive and the north right-of-way line of said E. Ovilla Road (F.M. 664);

THENCE S 44 degrees 09 minutes 13 seconds W, along the north line of said E. Ovilla Road (F.M. 664), a distance of 42.25 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner;

THENCE S 89 degrees 10 minutes 10 seconds W, continuing along the north line of said E. Ovilla Road (F.M. 664) , a distance of 420.37 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner;

THENCE S 86 degrees 05 minutes 11 seconds W, continuing along the north line of said E. Ovilla Road (F.M. 664) , a distance of 115.53 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner;

THENCE S 83 degrees 00 minutes 21 seconds W, continuing along the north line of said E. Ovilla Road (F.M. 664) , a distance of 73.19 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner;

THENCE N 48 degrees 58 minutes 07 seconds W, continuing along the north line of said E. Ovilla Road (F.M. 664) , a distance of 40.00 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner, said point being the northwest corner of said State of Texas tract, same point being at the intersection of the north line of said Ovilla Road (F.M. 664) and the east line of said east line of said Santa Rosa Drive;

THENCE N 01degrees 19 minutes 21 seconds W, along the east line of said Santa Rosa Drive, a distance of 248.83 feet to the POINT OF BEGINNING and containing 185,690 square feet and 4.26 acre of computed land.

NOTES:
1. IRF - Iron Rod Found
2. IRS-Iron Rod Set
3. Basis of Bearing - All bearing are based on the Texas Coordinate System, North Central Zone, North American Datum 1983.
4. C.M. = CONTROLLING MONUMENT

FLOOD CERTIFICATE
As determined by the FLOOD INSURANCE RATE MAPS for Tarrant County, Texas, the subject property Does Not lie within a Special Flood Hazard Area (100 Year Flood), Map date 03-21-2019 Community Panel No. 48439C0315 L subject lot is located in Zone X, Zone X.

If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the Surveyor.

TO: BR ESTATES AT SHERMAN LLC, BUYER, LENDER AND TITLE COMPANY

The plat hereon is a true, correct and accurate representation of the property as determined by an on the ground survey, subject to any and all easements, reservations and restrictions that may be of record, the lines and dimensions of said property being indicated by the plat, the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property set back from property lines the distance indicated, and the distance from the nearest intersection as indicated is as shown on said plat. There are no visible encroachments, conflicts, or protrusions except as shown. The survey meets the requirements of a Catagory 1A, Condition II Survey. The field work was completed on May 5, 2023.

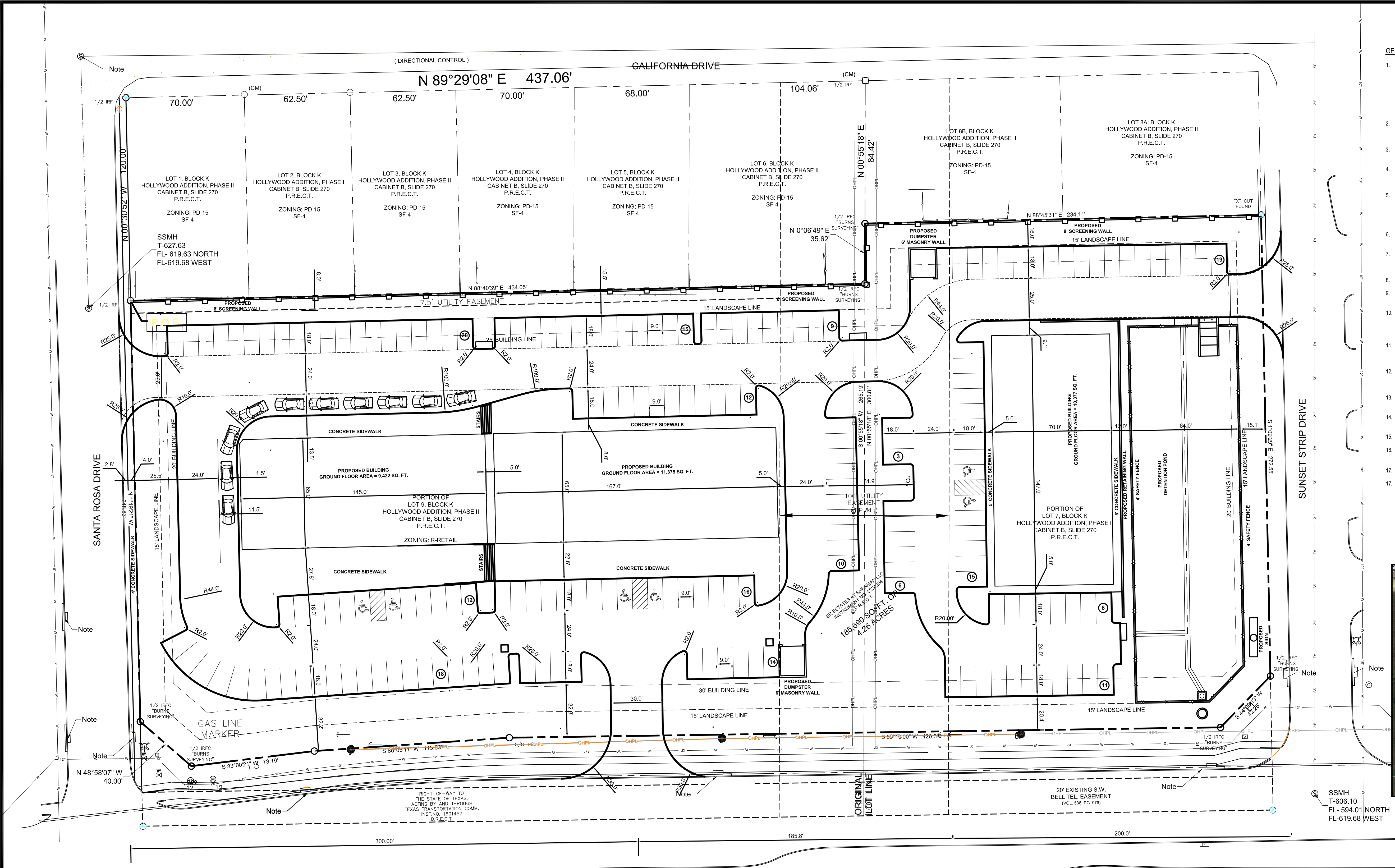
STATE OF TEXAS
REGISTERED
Larry Turman
1740
PROFESSIONAL
LAND SURVEYOR

Larry Turman
Registered Professional Land Surveyor No. 1740

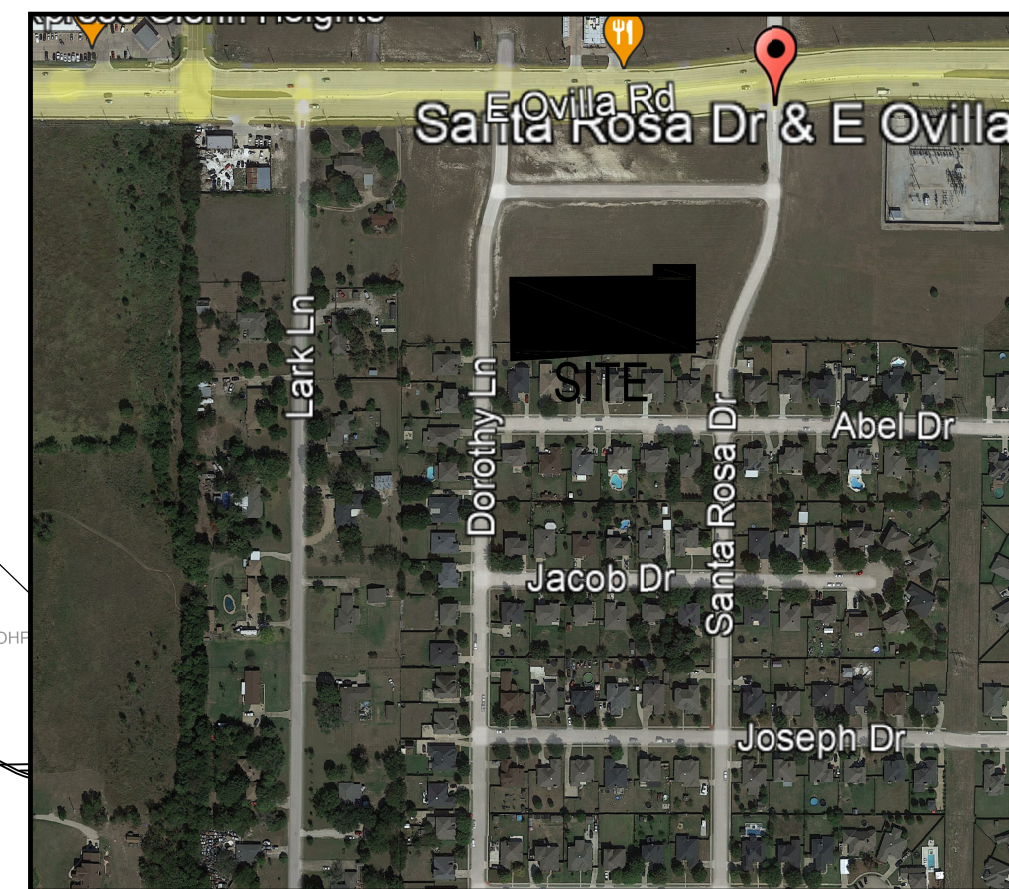
ALTA/NSPS LAND TITLE SURVEY
OF
4.26 ACRE TRACT
BEING A PORTION OF
LOT 7 & LOT 9, BLOCK K
HOLLYWOOD ADDITION, PHASE II
CABINET B, SLIDE 270
OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS
SITUATED IN
CITY OF GLENN HEIGHTS, ELLIS COUNTY, TEXAS

EXHIBIT B

Restaurant Plans and/or Depictions

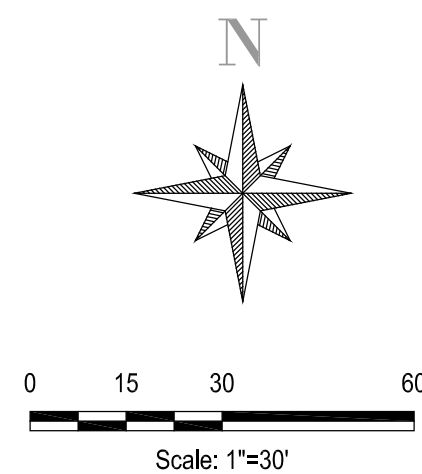


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 16. PROPOSED BUILDING TYPE IS IIB AND NONE SPRINKLED.
 17. ALL ON-SITE PLUMBING WORK MUST BE PERFORMED BY A TEXAS STATE LICENSED PLUMBING.



VICINITY MAP
MAPSCO 69A-M
NOT TO SCALE

E. OVILLA ROAD
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(A VARIABLE WIDTH RIGHT-OF-WAY)

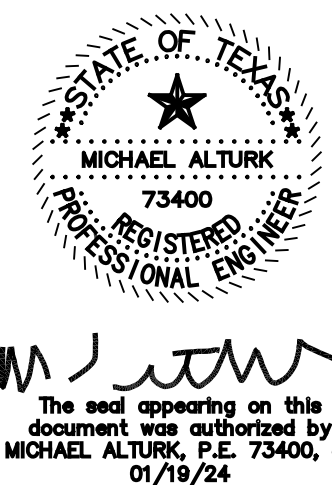


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SITE AND DESIGN DATA

SITE SQ. FT.	186,690 S.F. OR 4.26 ACRES
EXISTING ZONING	RETAIL
3-PROPOSED BUILDING SQ. FT.	31,174 S.F.
PARKING REQUIRED: 1 PARKING SPACE PER 200 SQ. FT. 31,177 SQ. FT. / 156 SQ. FT.	156 SPACES
PARKING PROVIDED	187 SPACES
BUILDING COVERAGE	38,520 S.F. OR 16.70%
BUILDING HEIGHT TOTAL LEVELS	1 STORY

ADTM ENGINEERING & CONSTRUCTION CORP.
1475 HERITAGE PARKWAY, SUITE 217
MANSFIELD, TEXAS 76063
CONTACT PERSON: RODNEY MARTINEZ
PHONE: 817-798-4039
TEXAS REGISTRATION NUMBER: F-16984



FOXTROT RETAIL
4.26 ACRES
CITY OF GLENN HEIGHTS
DALLAS COUNTY, TEXAS

SITE PLAN

Design: RM
Drawn: RM
Checked By: MA
Date: 01/19/24

No.	Date:	Revisions

Sheet
C1

PROJECT NAME

SPECIFIC USE PERMIT FOR RESTAURANT



PARVIZ POURAZIZIAN, DIRECTOR OF DEVELOPMENT
SERVICES

AUGUST 20, 2024



Public hearing to discuss and consider making a recommendation to City Council regarding a change of zoning request by Raghu Raj Reddy on behalf of BR Estates at Shermans to change the zoning classification from retail (R) to retail with a specific use permit for restaurant (Dine-In and Drive Thru) (R SUP) for an approximately 4.26 acres tract of land described as portion of Lot 7 and portion of Lot 9, Block K, Hollywood Addition, Phase II, located at the Northeast corner of Ovilla Road and Santa Rosa Drive, Glenn Heights, Ellis County, Texas.

SPECIFIC USE PERMIT



Applicant: Raghu Raj Reddy on Behalf of BR Estates

Location: Northeast corner of Ovilla RD and Santa Rosa DR

Request: Specific Use Permit

Acres: 4.26 Ac.

ZONE: Retail (R)

AERIAL VIEW







BACKGROUND



The City of Glenn Heights Use Chart Table requires restaurants (dine-in and drive-through) to receive a Specific Use Permit. Planning and Zoning Commission approved this request on May 13, 2024.

General concern about this project is traffic impact due to the size and impact to the area. Per conversation with the developer and after reviewing the Traffic Impact study it was agreed that the developer will pay 25% of the cost of design and construction a traffic signal (Approximately \$150,000) via development agreement.

TRAFFIC



Table 2. Trip Generation Summary for Ovilla Road Retail

ITE Land Use	ITE Code	Unit	Quantity	Daily		AM Peak Hour		PM Peak Hour	
				Enter	Exit	Enter	Exit	Enter	Exit
Strip Retail Plaza	822	1000 SF	31.174	849	848	44	30	103	102
Totals				1697		74		205	

TRAFFIC



Table 3. Traffic Signal Warrants Summary Results

Warrants	Existing 2024 Met?	Background 2025 Met?	Background Horizon 2030 Met?	Total 2025 Met?	Total Horizon 2030 Met?
1	No	No	Yes	No	Yes
2	No	No	Yes	Yes	Yes
3	Yes	Yes	Yes	Yes	Yes
4	NA	NA	NA	NA	NA
5	NA	NA	NA	NA	NA
6	NA	NA	NA	NA	NA
7	No	NA	NA	NA	NA
8	NA	NA	NA	NA	NA
9	NA	NA	NA	NA	NA

RECOMMENDATION



- Our goal is to reevaluate the intersection when the first phase of this project is completed and based on the result, coordinate with TxDOT as Ovilla is a State Highway, and their approval is needed.
- We anticipate that, toward the end of next year, if TxDOT approves the proposal to start the traffic signal design and construction. It will take 18-24 months to process until it is finished.

RECOMMENDATION



- Staff recommends approval of the SUP with the understanding that the potential for a traffic signal is upon approval by TxDOT and participation from the Developer.

QUESTIONS



COMMENTS

AGENDA SUMMARY SHEET

September 3, 2024

CONSENT AGENDA, ITEM 4

Site Plan Case: Discuss and take action regarding a Site Plan Request for an approximately 4.26-acre tract of land described as a portion of Lot 7 and a portion of Lot 9, Block K, Hollywood addition, Phase II, and being commonly known as 300 Ovilla Road, Glenn Heights, Ellis County, Texas. (Parviz Pourazizian, Director of Planning and Development Services)

Motion	
Second	
For	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Against	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: September 3, 2024

SUBJECT

City Council will discuss a Site Plan Request for an approximately 4.26-acre tract of land described as a portion of Lot 7 and a portion of Lot 9, Block K, Hollywood addition, Phase II, and being commonly known as 300 Ovilla Road, Glenn Heights, Ellis County, Texas.

DISCUSSION / BACKGROUND

This project started in the middle of last year and the Staff has worked as thoroughly as possible to get the best product. This property is zoned retail, and a retail store is allowed by right; however, the City's Land Use Chart requires restaurant use to receive a Specific Use Permit.

Staff had major concerns related to traffic, and finally, after several rounds of reviews (hiring two Traffic Engineers), it was determined that this project would warrant traffic signal in the long run, and both the developer and the staff agreed to a cost-sharing of 25% (roughly \$150,000.00) to pay for the traffic Signal. However, we need to bear in mind that as this intersection belongs to the State (State Right of Way), we ultimately need their approval to place the signal, which may delay the process.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

The traffic Signal is anticipated to cost approximately \$600,000.00, and the developer agreed to pay the 25% cost sharing at \$150,000.00.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of this development agreement.

ATTACHMENTS

1. Presentation - Site Plan Case
2. Site Plan
3. Survey and Legal Description

PREPARED BY

Parviz Pourazizian, Director of Planning and Development Services

REVIEWED BY

Dr. LaSheyla Jones, City Planner

SPECIFIC USE PERMIT & SITE PLAN AND DEVELOPMENT AGREEMENT FOR RESTAURANT



PARVIZ POURAZIZIAN, DIRECTOR OF DEVELOPMENT
SERVICES

SEPTEMBER 03, 2024



Public hearing to discuss and consider making a recommendation to City Council regarding a change of zoning request by Raghu Raj Reddy on behalf of BR Estates at Shermans to change the zoning classification from retail (R) to retail with a specific use permit for restaurant (Dine-In and Drive Thru) (R SUP) for an approximately 4.26 acres tract of land described as portion of Lot 7 and portion of Lot 9, Block K, Hollywood Addition, Phase II, located at the Northeast corner of Ovilla Road and Santa Rosa Drive, Glenn Heights, Ellis County, Texas.

SPECIFIC USE PERMIT & SITE PLAN



Applicant: Raghu Raj Reddy on Behalf of BR Estates

Location: Northeast corner of Ovilla Rd and Santa Rosa Dr

Request: Specific Use Permit

Acres: 4.26 Ac.

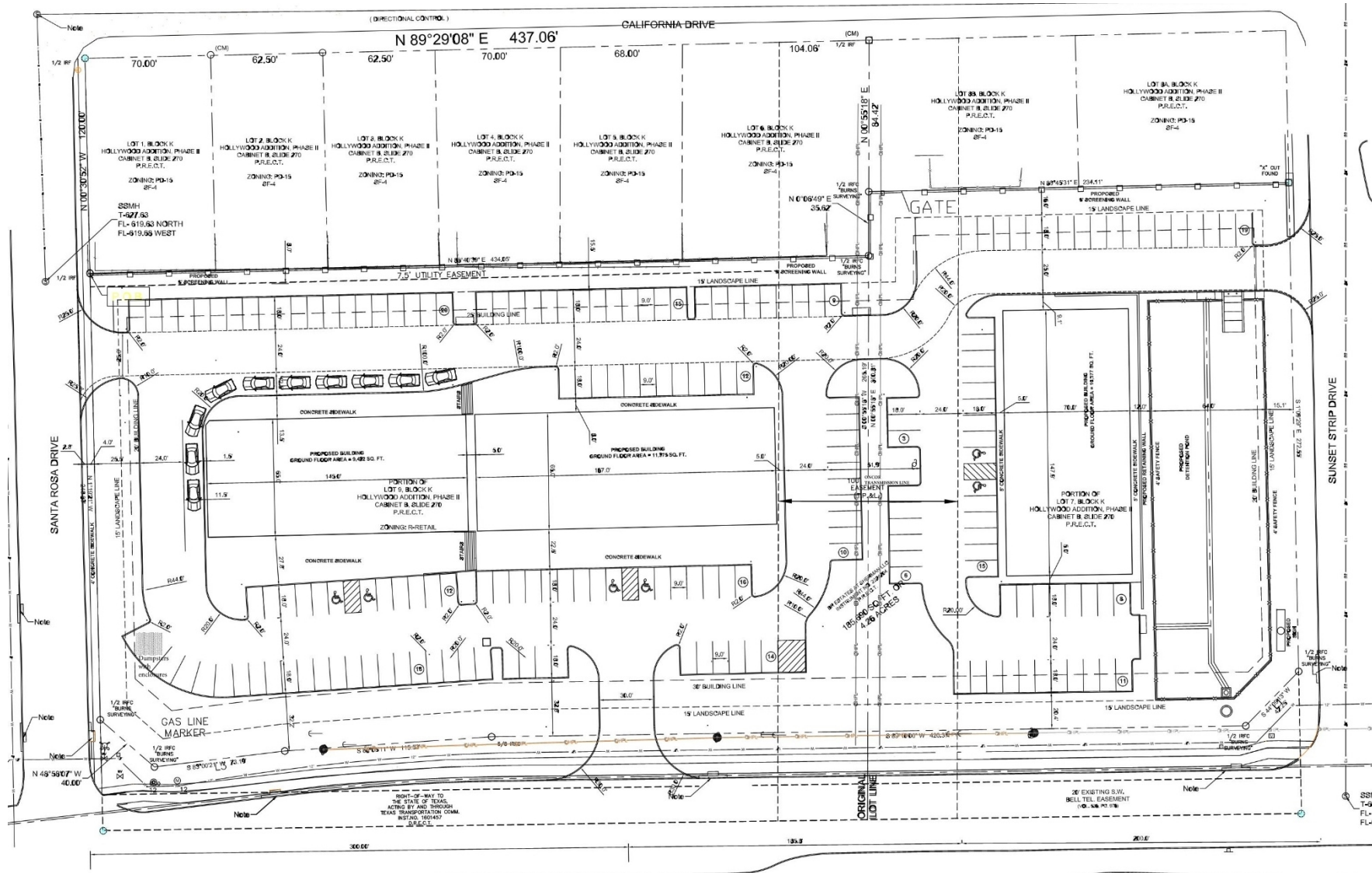
ZONE: Retail (R)

AERIAL VIEW





SITE PLAN

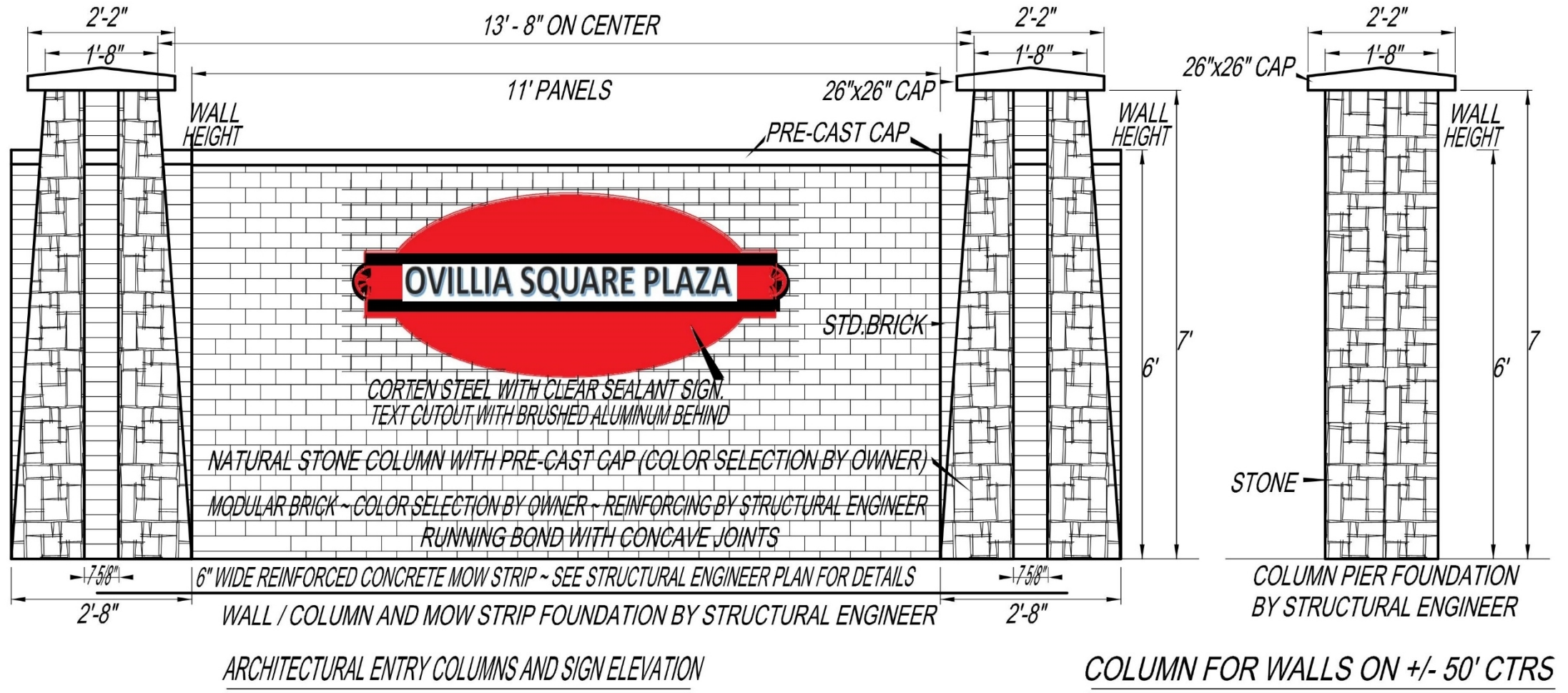


LANDSCAPE



The logo of the City of Glenn Heights is a circular seal. It features a blue outer ring with the text "CITY OF" at the top and "GLENN HEIGHTS" at the bottom, separated by two stars. The center of the seal is white and contains a stylized graphic of a star and a building.

SIGN PLAN



BACKGROUND



In Glenn Heights, according to the Use Chart Table, restaurants (both dine-in and drive-through) must obtain a Specific Use Permit.

General concern about this project is traffic impact due to the size and impact to the area.

TRAFFIC

Table 2. Trip Generation Summary for Ovilla Road Retail

ITE Land Use	ITE Code	Unit	Quantity	Daily		AM Peak Hour		PM Peak Hour	
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DEVELOPMENT AGREEMENT



After several rounds of discussion and reviews of the traffic signal warrant, the developer and staff agreed to participate in 25% - 75% cost sharing to install the traffic signal, for the developer portion to be \$150,000.00 (their proportion to the traffic impact to the intersection).

The developer shall emit their portion before the city issue the certification of occupancy for the first building.

****NOTE:** E Ovilla RD (FM 664) is State Right of Way and final approval of Texas Department of Transportation (TxDOT) is Required.

RECOMMENDATION

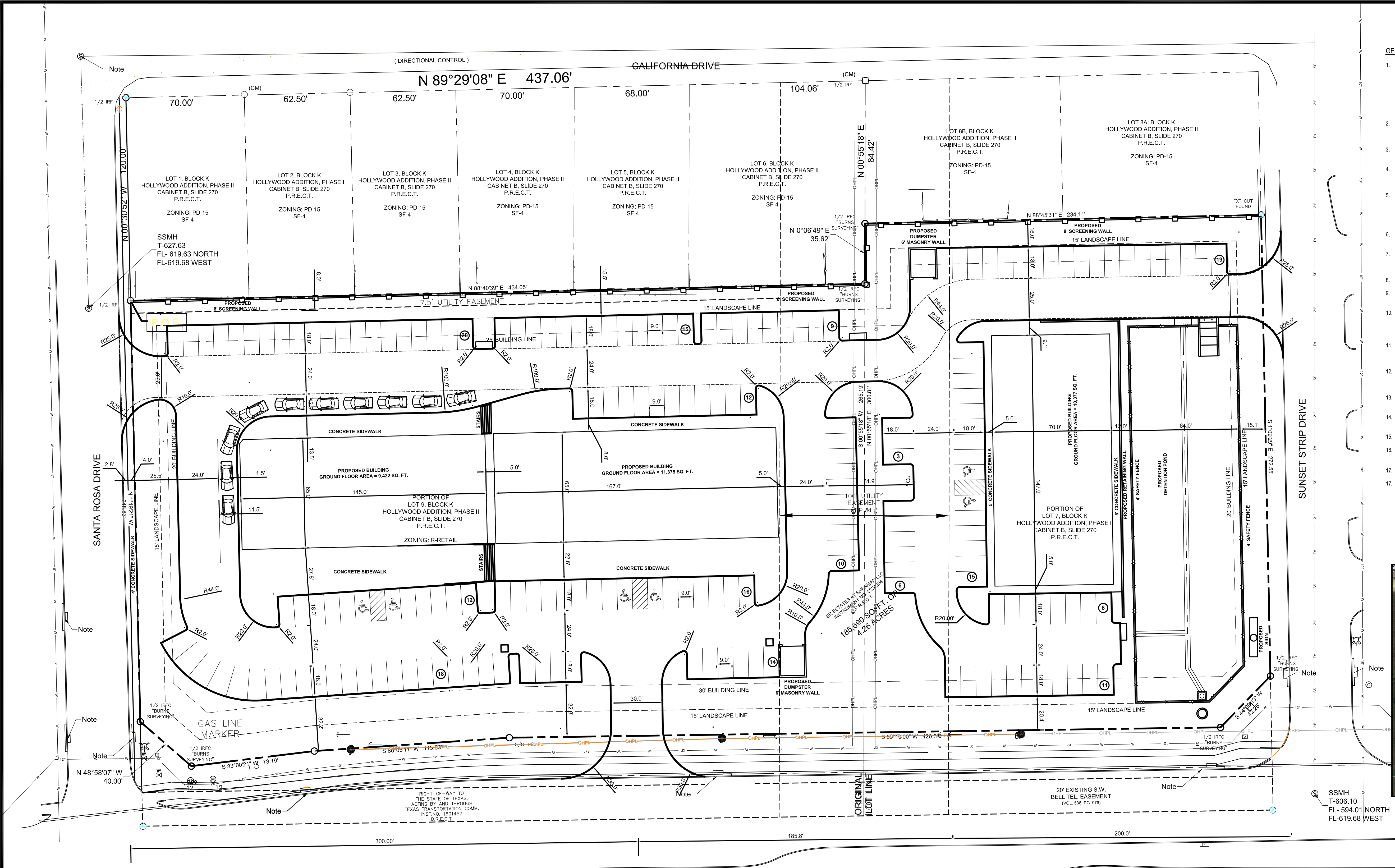


- Staff can not provide support for this project.

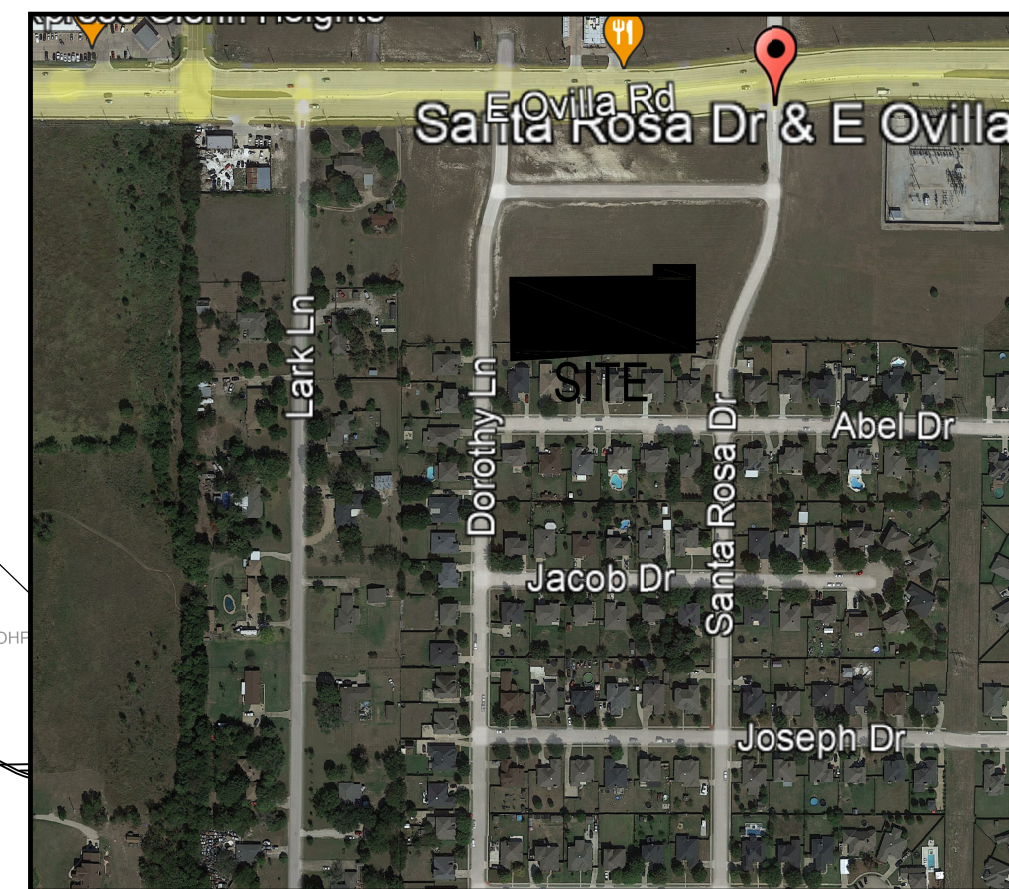
QUESTIONS



COMMENTS

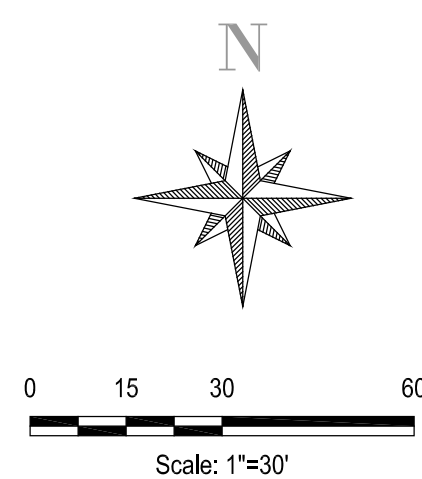


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VICINITY MAP
MAPSCO 69A-M
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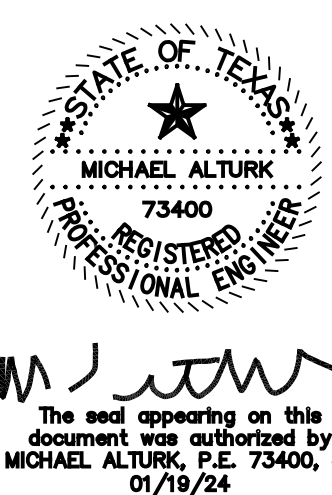


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SITE AND DESIGN DATA

SITE SQ. FT.	186,690 S.F. OR 4.26 ACRES
EXISTING ZONING	RETAIL
3-PROPOSED BUILDING SQ. FT.	31,174 S.F.
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CONTACT PERSON: RODNEY MARTINEZ
PHONE: 817-798-4039
TEXAS REGISTRATION NUMBER: F-16984



FOXTROT RETAIL
4.26 ACRES
CITY OF GLENN HEIGHTS
DALLAS COUNTY, TEXAS

SITE PLAN

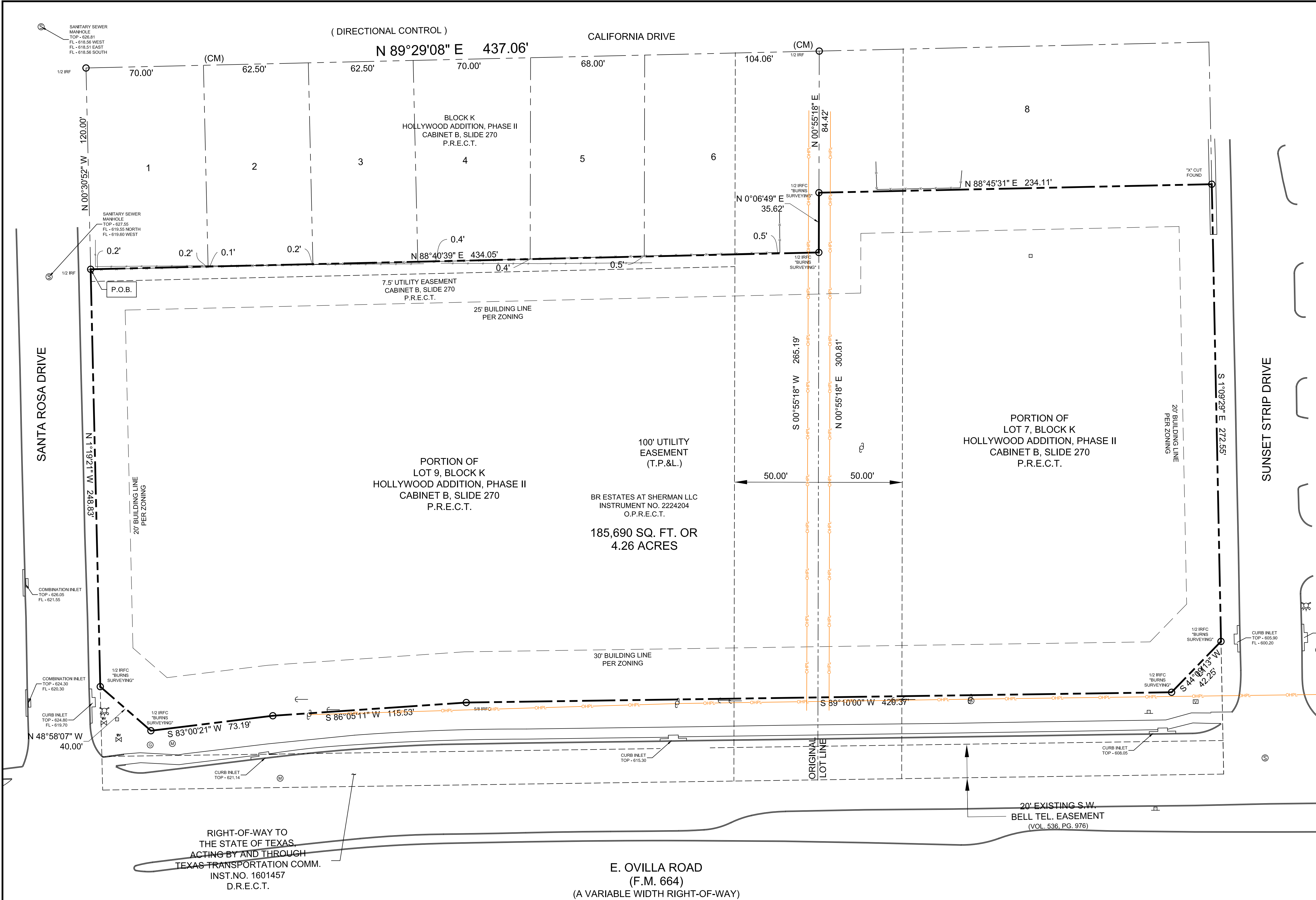
Design: RM
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Checked By: MA
Date: 01/19/24

Revisions	
No.	Date

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PROJECT NAME

PROJECT NAME



This is to certify that I have, this date, made an on the ground survey of the property located on Ovilla Road in the City of Glenn Heights, Ellis County, Texas, described as follows:

STATE OF TEXAS ~
COUNTY OF ELLIS ~

Being a 4.26 acre tract of land in the City of Glenn Heights, Ellis County, Texas, being a portion of Lot 7, Block K, Hollywood Addition, Phase II, an addition to the City of Glenn Heights, Ellis County, Texas, according to the plat thereof recorded in Cabinet B, Page 270, Official Public Records, Ellis County, Texas, being all of that certain 4.26 acre tract of land conveyed to BR Estates at Sherman LLC by Special Warranty Deed with Vender's Lien as recorded in Instrument No. 2224204, Official Public Records, Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner at the northwest corner of said Lot 9, Block K, said point being the southwest corner of Lot 1, Block K, Hollywood Addition, Phase II, an addition to the City of Glenn Heights, Ellis County, Texas, according to the plat thereof recorded in Cabinet B, Page 270, Official Public Records, Ellis County, Texas, same point being in the east right-of-way line of Santa Rosa Drive (a public right-of-way), said point being the northwest corner of said 4.26 acre tract of land being described;

THENCE N 88 degrees 40 minutes 39 seconds W, departing the east line of said Santa Rosa Drive and along the common line of said Lot 9 and said Block K, a distance of 434.05 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner, said point being the southeast corner of Lot 6, Block K, Hollywood Addition, Phase II, an addition to the City of Glenn Heights, Ellis County, Texas, according to the plat thereof recorded in Cabinet B, Page 270, Official Public Records, Ellis County, Texas, same point being in the west line of said Lot 7, Block K;

THENCE N 00 degrees 06 minutes 49 seconds E, along the common line of said Lot 6, Block K and said Lot 7, Block K, a distance of 35.62 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner, said point being the southwest corner of said Lot 8, Block K, Hollywood Addition, Phase II, an addition to the City of Glenn Heights, Ellis County, Texas, according to the plat thereof recorded in Cabinet B, Page 270, Official Public Records, Ellis County, Texas, same point being the northwest corner of said Lot 7, Block K;

THENCE N 88 degrees 45 minutes 31 seconds E, along the common line of said Lot 7, Block K and said Lot 8, Block K, a distance of 234.11 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner, said point being the northeast corner of said Lot 7, Block K, said point being in the west line of Sunset Strip Drive (a public right-of-way);

THENCE S 01 degrees 09 minutes 29 seconds E, along the west line of said Sunset Strip Drive, a distance of 272.55 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner, said point being the northeast corner of of that certain tract of land conveyed to the State of Texas by deed as recorded in Instrument No. 1601457, Official Public Records, Ellis County, Texas, same point being at the intersection of the west line of said Sunset Strip Drive and the north right-of-way line of said E. Ovilla Road (F.M. 664);

THENCE S 44 degrees 09 minutes 13 seconds W, along the north line of said E. Ovilla Road (F.M. 664), a distance of 42.25 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner;

THENCE S 89 degrees 10 minutes 10 seconds W, continuing along the north line of said E. Ovilla Road (F.M. 664) , a distance of 420.37 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner;

THENCE S 86 degrees 05 minutes 11 seconds W, continuing along the north line of said E. Ovilla Road (F.M. 664) , a distance of 115.53 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner;

THENCE S 83 degrees 00 minutes 21 seconds W, continuing along the north line of said E. Ovilla Road (F.M. 664) , a distance of 73.19 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner;

THENCE N 48 degrees 58 minutes 07 seconds W, continuing along the north line of said E. Ovilla Road (F.M. 664) , a distance of 40.00 feet to a 1/2 inch iron rod found with cap stamped "Burns Surveying" for corner, said point being the northwest corner of said State of Texas tract, same point being at the intersection of the north line of said Ovilla Road (F.M. 664) and the east line of said east line of said Santa Rosa Drive;

THENCE N 01degrees 19 minutes 21 seconds W, along the east line of said Santa Rosa Drive, a distance of 248.83 feet to the POINT OF BEGINNING and containing 185,690 square feet and 4.26 acre of computed land.

NOTES:
1. IRF - Iron Rod Found
2. IRS-Iron Rod Set
3. Basis of Bearing - All bearing are based on the Texas Coordinate System, North Central Zone, North American Datum 1983.
4. C.M. = CONTROLLING MONUMENT

FLOOD CERTIFICATE
As determined by the FLOOD INSURANCE RATE MAPS for Tarrant County, Texas, the subject property Does Not lie within a Special Flood Hazard Area (100 Year Flood), Map date 03-21-2019 Community Panel No. 48439C0315 L subject lot is located in Zone X, Zone X.

If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the Surveyor.

TO: BR ESTATES AT SHERMAN LLC, BUYER, LENDER AND TITLE COMPANY

The plat hereon is a true, correct and accurate representation of the property as determined by an on the ground survey, subject to any and all easements, reservations and restrictions that may be of record, the lines and dimensions of said property being indicated by the plat, the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property set back from property lines the distance indicated, and the distance from the nearest intersection as indicated is as shown on said plat. There are no visible encroachments, conflicts, or protrusions except as shown. The survey meets the requirements of a Catagory 1A, Condition II Survey. The field work was completed on May 5, 2023.

STATE OF TEXAS
REGISTERED
Larry Turman
1740
PROFESSIONAL
LAND SURVEYOR

Larry Turman
Registered Professional Land Surveyor No. 1740

ALTA/NSPS LAND TITLE SURVEY
OF
4.26 ACRE TRACT
BEING A PORTION OF
LOT 7 & LOT 9, BLOCK K
HOLLYWOOD ADDITION, PHASE II
CABINET B, SLIDE 270
OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS
SITUATED IN
CITY OF GLENN HEIGHTS, ELLIS COUNTY, TEXAS



Discuss and take action on Resolution R-22-24, a Resolution of the City Council of the City of Glenn Heights, Texas, accepting and authorizing the City Manager to execute a Development Agreement with BR Estates at Sherman, LLC, for cost participation in certain improvements to the intersection of Ovilla Road (FM 664) and Santa Rosa Drive for an approximately 4.26 acre tract of land described as a portion of lot 7 and a portion of Lot 9, Block K, Hollywood Addition, Phase II, and being commonly known as 300 Ovilla Road, Glenn Heights, Ellis County, Texas. (Parviz Pourazizian, Director of Planning and Development Services)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: September 3, 2024

SUBJECT

City Council will discuss and take action on Resolution R-22-24, a Resolution of the City Council of the City of Glenn Heights, Texas, accepting and authorizing the City Manager to execute a development agreement with BR Estates at Sherman, LLC, for cost participation in certain improvements to the intersection of Ovilla Road (FM 664) and Santa Rosa Drive for an approximately 4.26 acre tract of land described as a portion of lot 7 and a portion of Lot 9, Block K, Hollywood Addition, Phase II, and being commonly known as 300 Ovilla Road, Glenn Heights, Ellis County, Texas.

DISCUSSION / BACKGROUND

This project started in the middle of last year and the staff has worked as thoroughly as possible to get the best product. This property is zoned retail, and a retail store is allowed by right. However, our Land Use Chart requires restaurant use to receive a Specific Use Permit.

Staff had major concerns related to traffic, and finally, after several rounds of reviews (hiring two Traffic Engineers), it was determined that this project would warrant traffic signal in the long run, and both the developer and the staff agreed to a cost-sharing of 25% (roughly \$150,000.00) to pay for the traffic Signal. However, we need to bear in mind that as this intersection belongs to the State (State Right of Way), we ultimately need their approval to place the signal, which may delay the process.

PRIOR COUNCIL OR BOARD ACTION

City Council approved similar agreements with Paradise Estate and Stewart Farms Development Agreement for the improvement of the Intersection of W Bear Creek and S Westmoreland.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

The traffic signal is anticipated to cost approximately \$600,000.00, and the developer agreed to pay the 25% cost sharing at \$150,000.00.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of this Development Agreement.

ATTACHMENTS

1. Presentation - Santa Rosa Development Agreement
2. Resolution R-22-24
3. Site Plan

PREPARED BY

Parviz Pourazizian, Director of Planning and Development Services

REVIEWED BY

Dr. LaSheyla Jones, City Planner

SPECIFIC USE PERMIT & SITE PLAN AND DEVELOPMENT AGREEMENT FOR RESTAURANT



PARVIZ POURAZIZIAN, DIRECTOR OF DEVELOPMENT
SERVICES

SEPTEMBER 03, 2024



Public hearing to discuss and consider making a recommendation to City Council regarding a change of zoning request by Raghu Raj Reddy on behalf of BR Estates at Shermans to change the zoning classification from retail (R) to retail with a specific use permit for restaurant (Dine-In and Drive Thru) (R SUP) for an approximately 4.26 acres tract of land described as portion of Lot 7 and portion of Lot 9, Block K, Hollywood Addition, Phase II, located at the Northeast corner of Ovilla Road and Santa Rosa Drive, Glenn Heights, Ellis County, Texas.

SPECIFIC USE PERMIT & SITE PLAN



Applicant: Raghu Raj Reddy on Behalf of BR Estates

Location: Northeast corner of Ovilla RD and Santa Rosa DR

Request: Specific Use Permit

Acres: 4.26 Ac.

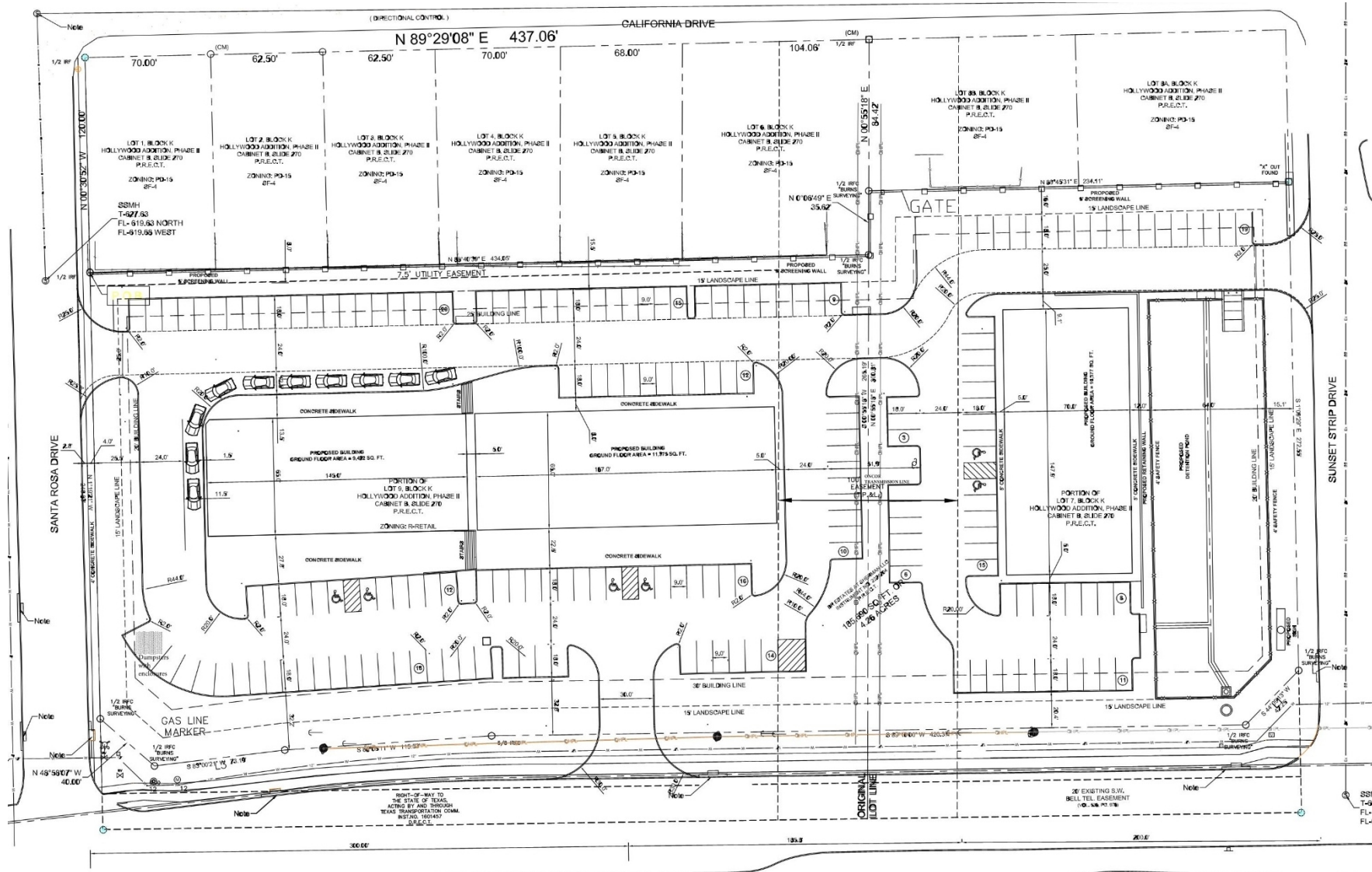
ZONE: Retail (R)

AERIAL VIEW





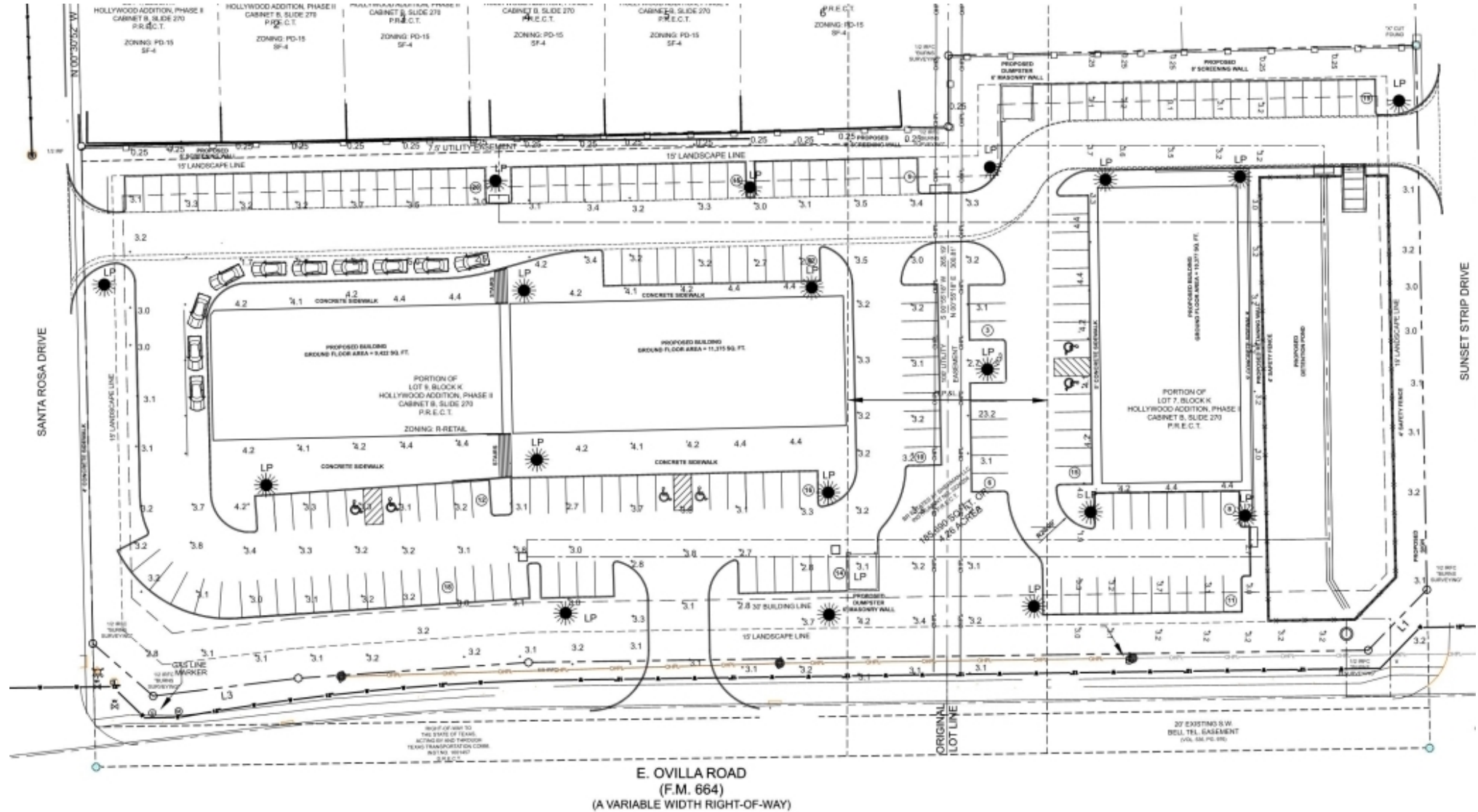
SITE PLAN



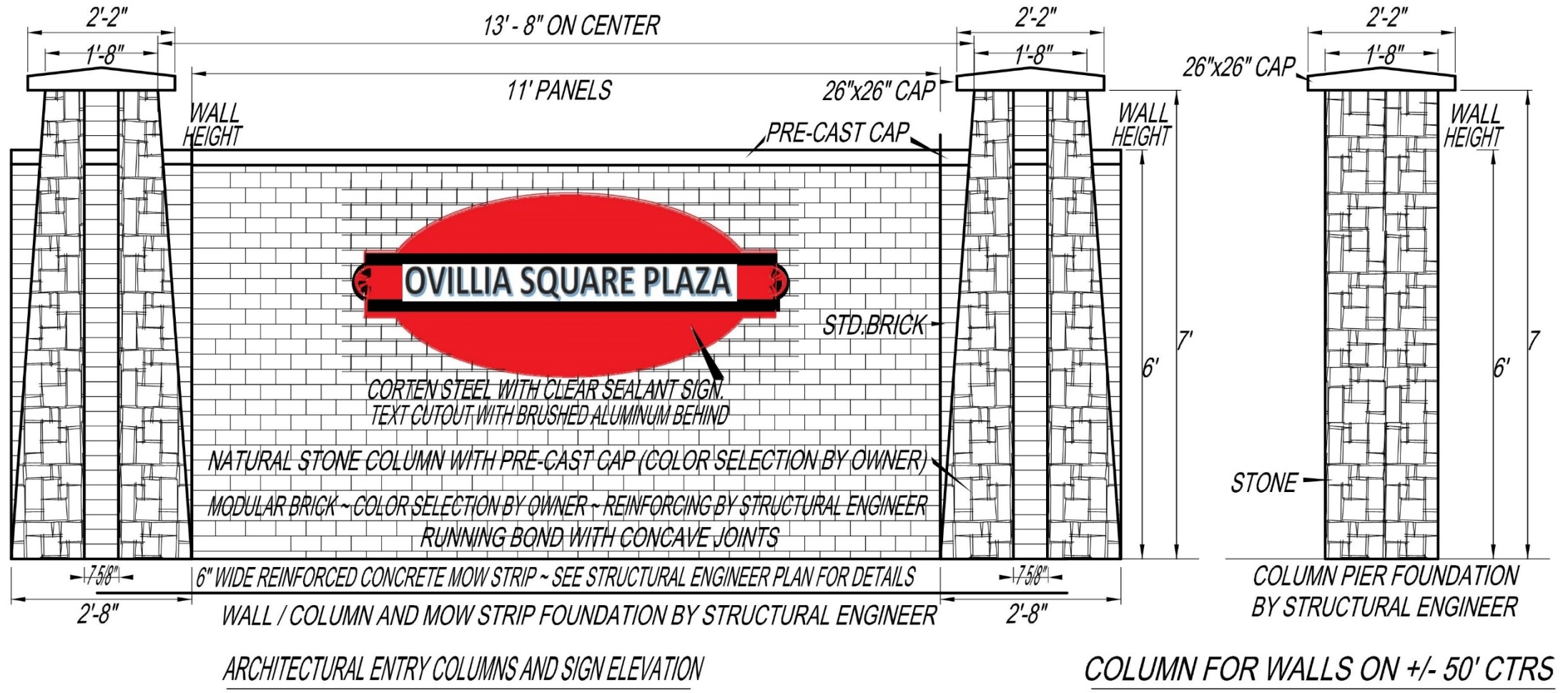
LANDSCAPE



PHOTOMETRIC PLAN



SIGN PLAN



BACKGROUND



In Glenn Heights, according to the Use Chart Table, restaurants (both dine-in and drive-through) must obtain a Specific Use Permit.

General concern about this project is traffic impact due to the size and impact to the area.

TRAFFIC

Table 2. Trip Generation Summary for Ovilla Road Retail

ITE Land Use	ITE Code	Unit	Quantity	Daily		AM Peak Hour		PM Peak Hour	
				Enter	Exit	Enter	Exit	Enter	Exit
Strip Retail Plaza	822	1000 SF	31,174	849	848	44	30	103	102
Totals				1697		74		205	

Table 3. Traffic Signal Warrants Summary Results

Warrants	Existing 2024 Met?	Background 2025 Met?	Background Horizon 2030 Met?	Total 2025 Met?	Total Horizon 2030 Met?
1	No	No	Yes	No	Yes
2	No	No	Yes	Yes	Yes
3	Yes	Yes	Yes	Yes	Yes
4	NA	NA	NA	NA	NA
5	NA	NA	NA	NA	NA
6	NA	NA	NA	NA	NA
7	No	NA	NA	NA	NA
8	NA	NA	NA	NA	NA
9	NA	NA	NA	NA	NA

DEVELOPMENT AGREEMENT



After several rounds of discussion and reviews of the traffic signal warrant, the developer and staff agreed to participate in 25% - 75% cost sharing to install the traffic signal, for the developer portion to be \$150,000.00 (their proportion to the traffic impact to the intersection).

The developer shall emit their portion before the city issue the certification of occupancy for the first building.

****NOTE:** E Ovilla RD (FM 664) is State Right of Way and final approval of Texas Department of Transportation (TxDOT) is Required.

RECOMMENDATION



- Staff can not provide support for this project.

QUESTIONS



COMMENTS

A RESOLUTION OF THE CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-22-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ACCEPTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH BR ESTATES AT SHERMAN, LLC, FOR COST PARTICIPATION IN CERTAIN IMPROVEMENTS TO THE INTERSECTION OF OVILLA ROAD (FM 664) AND SANTA ROSA DRIVE FOR AN APPROXIMATELY 4.26 ACRE TRACT OF LAND DESCRIBED AS A PORTION OF LOT 7 AND A PORTION OF LOT 9, BLOCK K, HOLLYWOOD ADDITION, PHASE II, AND BEING COMMONLY KNOWN AS 300 OVILLA ROAD, GLENN HEIGHTS, ELLIS COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Glenn Heights, Texas finds and determines that the Foxtrot Retail project, pursued by BR Estates at Sherman, LLC, the Developer, will cause and generate an increase in traffic throughout the intersection of Ovilla Road (FM 664) and Santa Rosa Drive and that the existing conditions of the intersection are inadequate to accommodate the increase; and

WHEREAS, the Council further finds that the installation of traffic control signals and the construction of additional lanes of traffic will be necessary as a direct result of the Project; and

WHEREAS, the Developer has agreed to a Development Agreement whereby the City and Developer have agreed that the Developer will remit to the City a portion of the costs of the traffic control devices and roadway widening, in an amount roughly proportionate to the direct costs incurred by the City to accommodate the increased traffic caused by the Developer's project; and

WHEREAS, the City Council finds and determines that the Development Agreement is in the best interests of the City and the public health, safety and welfare.

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

SECTION 1: That the City Council of the City of Glenn Heights does hereby accept and approve the Development Agreement between the City and BR Estates at Sherman, LLC, the Developer of the Foxtrot Retail, a true and correct copy of which is attached hereto as Exhibit "A," and does further authorize the City Manager to execute the Agreement and accept payment on the City's behalf.

SECTION 3: This resolution shall become effective immediately upon its passage.

Duly Passed by the City Council of the City of Glenn Heights, Texas this 3rd day of September, 2024.

APPROVED:

Sonja A. Brown, mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

David Berman, City Attorney

§

ROADWAY DEVELOPMENT AGREEMENT

THIS ROADWAY DEVELOPMENT AGREEMENT (this “Agreement”) is by and between the City of Glenn Heights, Texas, a home rule municipality of the State of Texas (the “City”), and BR Estates at Sherman, LLC, a Texas limited liability company (its successors and assigns, the “Developer”), and is effective as of the Effective Date, shown below. The City and Developer are sometimes referred to herein collectively as the “parties” and each, individually, as a “party”.

WHEREAS, Developer is the Developer of real property situated within the City and near the Intersection of Ovilla Road (FM 664) and Santa Rosa Drive (the "Intersection") more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Developer intends to develop or cause the Development of the Property for Commercial purposes (the “Development”), which will increase traffic flow, congestion, and public safety concerns at the Intersection; and

WHEREAS, based on traffic impact analyses, the City has determined that certain Improvements (defined herein) to the Intersection and the acquisition of land for right-of-way expansion, will partially address traffic safety concerns at the Intersection, and the Developer has acknowledged that the proposed Improvements will enhance traffic safety as well as the marketability of residential properties within the Developer's project; and

WHEREAS, to enable and facilitate the City's installation of the Improvements, the Developer has agreed to participate in funding part of the costs to be incurred by the City in accordance with the terms hereof and the parties agree that the Developer's cost participation in the Improvements is roughly proportional to the benefits received and burdens imposed by the Development; and

WHEREAS, the City and Developer agree that the installation of the Traffic Signal will serve the best interests of the City and the Developer and is in the best interest of the public health, safety and welfare; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The City will design, construct and install traffic signal lights, traffic control devices, and related traffic control improvements (the “Improvements”) at the Intersection in accordance with design criteria specified by the Texas Manual on Uniform Traffic Control Devices and applicable law. Upon completion of construction and installation of the Improvements, the City or the Texas Department of Transportation will be responsible for perpetual maintenance and operation of the

traffic control signals, lights and devices at the Intersection, including without limitation all Improvements.

2. The Developer agrees to remit payment to the City in the amount of \$150,000.00 (the "Improvements Payment"), which the parties agree and acknowledge is an amount that is roughly proportionate to the effect that the Development will have on traffic flows throughout the Intersection and surrounding roadways. The Improvements Payment shall be remitted by Developer before the Certification of occupancy can be issued for Building One. Should the City fail to cause the Completion of Construction of the Improvements (exclusive of any roadway land acquisition or roadway improvements) within five (5) years of the date Developer provides the Improvements Payment to the City, the City shall promptly refund the Improvements Payment (without interest) to the Developer. For purposes of this Agreement, "Completion of Construction" means fully functional traffic signal lights in all directions throughout the Intersection.

3. The City does not impose roadway impact fees in accordance with Chapter 395, Texas Local Government Code, as amended ("Roadway Impact Fees"). Should the City adopt and implement Roadway Impact Fees and make assessments against the Development, the assessment of Roadway Impact Fees shall be offset by Developer's Improvements Payment. Should the Roadway Impact Fees exceed the Improvements Payment, the Developer shall remit such excess upon assessment.

4. Upon completion of construction of the Improvements, the City or the Texas Department of Transportation shall be responsible for maintenance, operation and repair of all traffic signal lights and traffic control devices at the Intersection, including without limitation all Improvements.

5. Developer represents and warrants that it has sufficient legal authority to conduct business in the State of Texas; that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and that the person or persons executing this Agreement on its behalf has been duly authorized to do so. The City represents and warrants that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and that the person or persons executing this Agreement on its behalf has been duly authorized to do so.

6. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Except as expressly provided herein, this Agreement may not be assigned by Developer, and Developer shall not have the authority to assign, sell or transfer this Agreement or any right arising hereunder to any person, without the consent of the City, which consent shall not be unreasonably withheld. However, no City consent shall be required for the Developer's assignment or transfer of this Agreement, in whole or in part, to (i) an affiliate, parent, or subsidiary of Developer, or (ii) a future owner of all or a portion of the Property; but notice of such assignment or transfer shall be given to the City.

7. The validity of this Agreement and all of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall lie exclusively in the state courts of appropriate jurisdiction in Dallas County, Texas.

8. This Agreement may be amended only by the mutual written Agreement of the parties hereto.

9. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions hereof, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

10. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control; provided, however, that nothing in this Agreement shall be deemed as City approval of any development requirement, permit or application of any kind.

11. Upon written request by Developer to the City, the City will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach and the curative action required to cure the same; (ii) a statement as to whether this Agreement has been amended and, if so, the identity of each amendment; and (iii) any other factual matters reasonably requested that relate to this Agreement. The City Manager or his/her authorized designee may execute, on behalf of the City, any estoppel certificate requested by the Developer that is consistent with this section.

12. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be: (i) upon actual receipt or refusal by the addressee by hand with a receipt or confirmation evidencing delivery or electronic transmission; or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid; or (iii) one (1) business day after having been deposited with an expedited, overnight courier service (e.g. U.S. Express Mail or Federal Express) for one-day delivery with confirmation of delivery, addressed to the party to whom notice is intended to be given at the following addresses:

If intended for City, to:

City of Glenn Heights, Texas
1938 S Hampton RD, Bldg C
Glenn Heights, Texas 75154
ATTN: City Administrator

If intended for the Developer, to:

BR Estates at Sherman, LLC

For purposes of this Agreement a “business day” is a day that is not a Saturday, Sunday, federal holiday or holiday in the State of Texas.

13. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

14. This Agreement shall run with the Property and be recorded in the real property records of Dallas County, Texas.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

16. This Agreement is effective on the last date of signing, shown below (the “Effective Date”).

[Signatures on following page(s)]

BR ESTATES AT SHERMAN, LLC

(Signature)

Date: _____

(Type/Print Name)

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, by _____ (name) as the _____ (title) of BR Estates at Sherman, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

Notary Public in and for the State of Texas

Commission Expires:

CITY OF GLENN HEIGHTS, TEXAS

Sonja A. Brown, Mayor

Date: _____

ATTEST:

Town Secretary

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me, the undersigned authority, by Sonja A. Brown, Mayor for the City of Glenn Heights, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

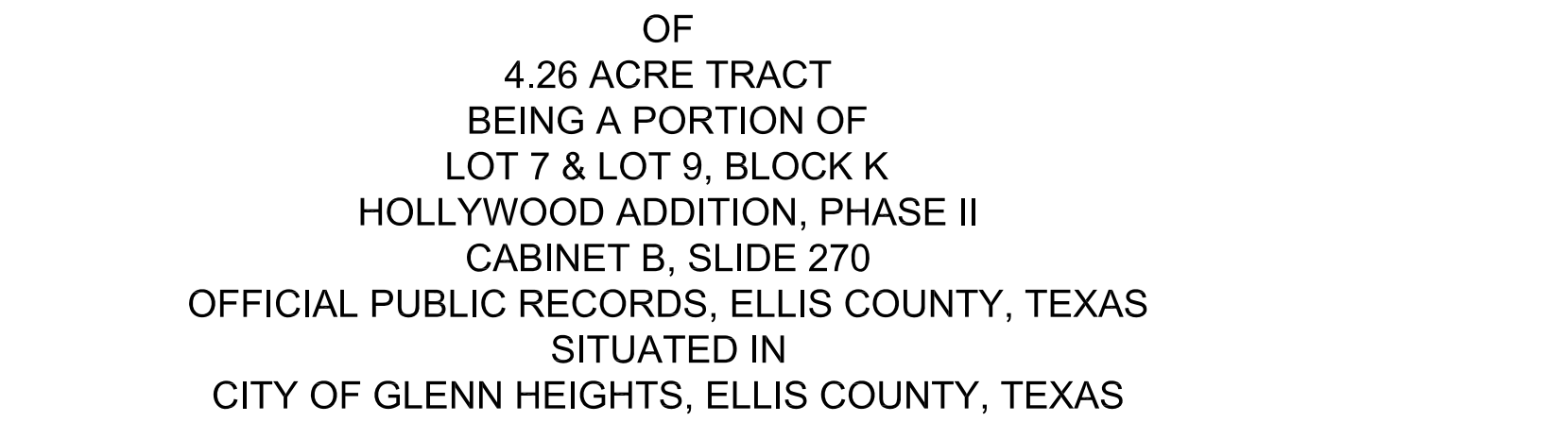
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

Notary Public in and for the State of Texas

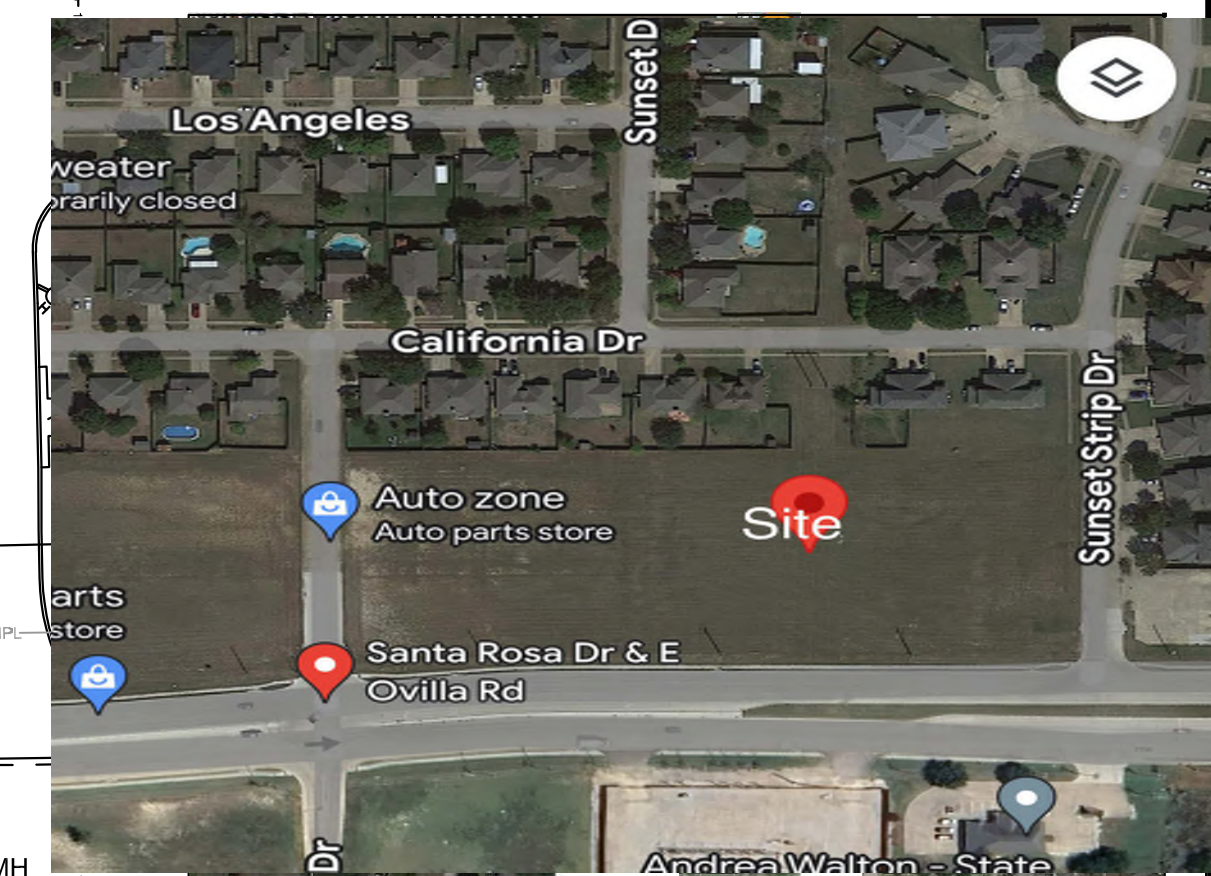
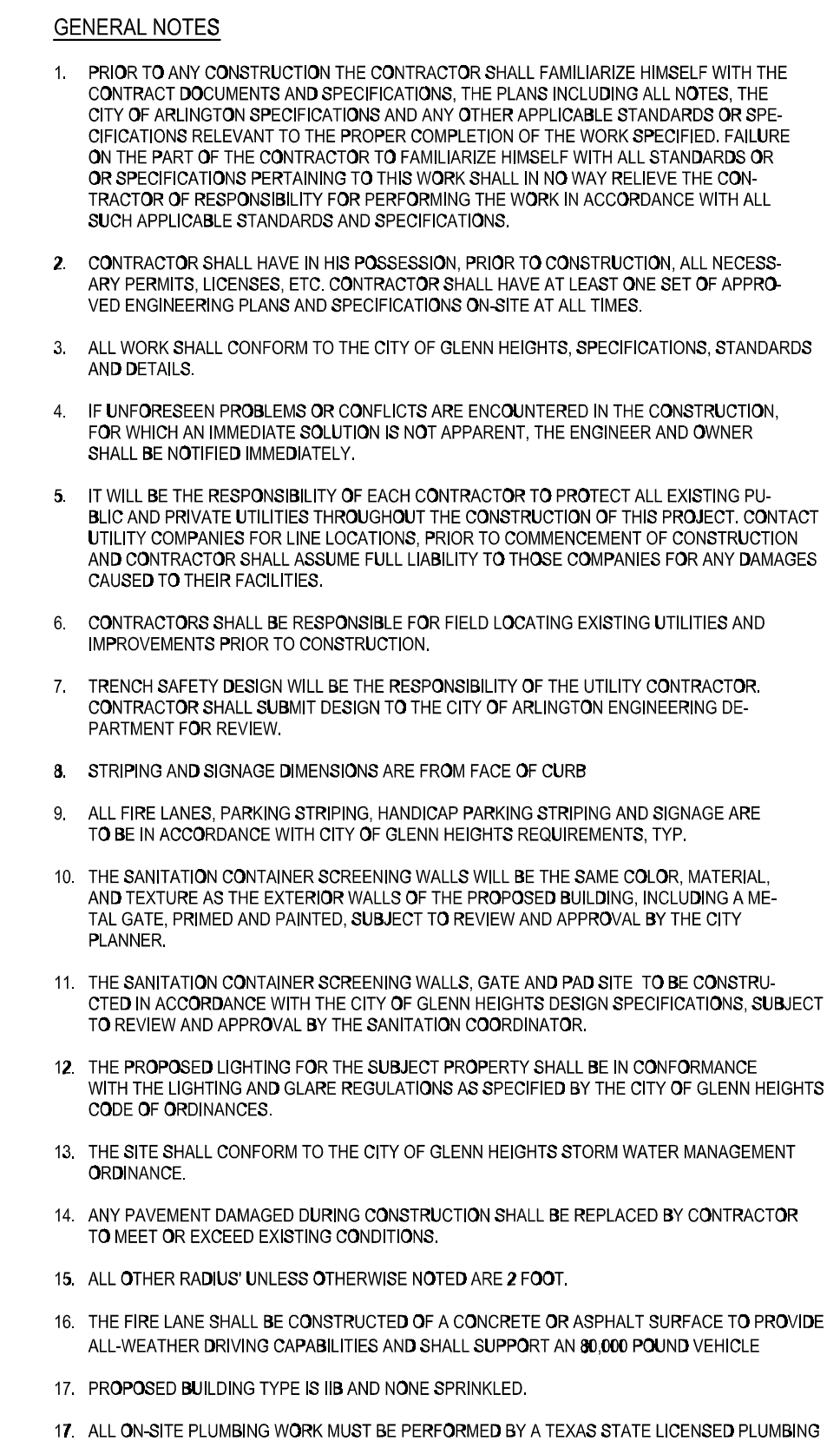
Commission Expires:

EXHIBIT A

Legal Description of the Property



CENTRO RESOURCES TBPS No. 10193888		JOB NO.: 23-016	
		DATE: JUNE 12, 2023	
1475 HERITAGE PKWY., STE 217 MANSFIELD, TEXAS 76063 (817) 354-1445 (817) 798-4039 CELL surveygroup@att.net		SCALE: 1" = 30'	
		DRAWN BY: RM	



VICINITY MAP
MAPSCO 69A-M
NOT TO SCALE

<u>SITE AND DESIGN DATA</u>	
SITE SQ. FT.	186,690 S.F. OR 4.26 ACRES
EXISTING ZONING	RETAIL
3-PROPOSED BUILDING SQ. FT.	31,174 S.F.
PARKING REQUIRED: 1 PARKING SPACE PER 200 SQ. FT. 31,177 SQ. FT / 156 SQ. FT	156 SPACES
PARKING PROVIDED	187 SPACES
BUILDING COVERAGE	38,520 S.F. OR 16.70%
BUILDING HEIGHT TOTAL LEVELS	1 STORY

ADTM ENGINEERING & CONSTRUCTION CORP.
1475 HERITAGE PARKWAY, SUITE 217
MANSFIELD, TEXAS 76063
CONTACT PERSON: RODNEY MARTINEZ
PHONE: 817-798-4039
TEXAS REGISTRATION NUMBER: F-16984

FOXTROT RETAIL
4.26 ACRES
CITY OF GLENN HEIGHTS
DALLAS COUNTY, TEXAS

SITE PLAN

Design: RM
Drawn: RM
Checked By: MA
Date: 01/19/24

[illegible]

Sheet
C1

PROJECT NAME



Discuss and take action on Resolution R-21-24, a Resolution of the City Council of the City of Glenn Heights, Texas, accepting and authorizing the City Manager to execute a contract with QKB Inc. for construction of the Lin Dell Estate Water distribution upsizing project (RFB 2024-04) in a base amount of \$499,975.00 plus \$50,025.00 contingency and total of \$550,000.00. (Parviz Pourazizian, Director of Planning and Development Services)

Motion	
Second	
For	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Against	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: September 3, 2024

SUBJECT

City Council will consider a Resolution to award a contract with QKB, Inc. for the construction of the Lin Dell Estate Water Distribution Upsizing Project (RFB 2024-04)

DISCUSSION / BACKGROUND

City administration solicited (RFB 24-04), received, and reviewed two bids to construct the Lin Dell Estate Water Distribution Upsizing, in which it has been determined that QKB, Inc., a Texas Corporation company registered to do business in the State of Texas, has submitted the lowest most responsible bid in a base amount of \$499,975.00 plus \$50,025.00 contingency for a total of \$550,000.00.

On June 09, 2024, City staff advertised (RFB 24-05) for Top of the Hill water distribution improvements. All digital project plans, specifications, and contract documents were made available. The project bidding was closed on Monday, August 19, 2024, and all bids were read aloud. Two bids were received; QKB, Inc. is the lowest qualified bidder. This subdivision has been suffering from the lack of adequate waterline capacity to serve the needs of the residents. When this subdivision was constructed, the developer installed a 2" waterline, which did not meet the state of Texas's (TCEQ) requirements. Previously, the city requested that the number of taps be increased to 60 to accommodate the residents' needs. In the past few years, the city has not been able to issue additional connections (with a few exceptions, as this would violate state law. This project, which we refer to as phase one, will allow the property owner to apply for a new building permit. (This project impacts the east area of this subdivision.). An additional issue for this subdivision is the lack of improved streets, which prevents residents from building their homes.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of R-18-24 to award a contract for the construction of the Lin Dell Estate Water Distribution Upsizing Project to QKB, Inc., a Texas Corporation company registered to do business in the State of Texas, in a base amount of \$499,975.00 plus \$50,025.00 contingency for a total of \$550,000.00 which was submitted as the lowest most responsible bid.

ATTACHMENTS

1. Presentation - Lin Dell Estates Waterline
2. Resolution R-21-24
3. Project Plan
4. Bid Tabulation
5. Contract

PREPARED BY

Parviz Pourazizian, Director of Planning and Development Services

REVIEWED BY

Dr. LaSheyla Jones, City Planner

LIN DELL ESTATES WATERLINE DISTRIBUTION UPSIZING CONTRACT



PARVIZ POURAZIZIAN, DIR. DEVELOPMENT SERVICES

SEPTEMBER 03, 2024

RESOLUTION R-21-24



Discuss and take action on Resolution of the City Council of the City of Glenn Heights, Texas accepting and authorizing the City Manager to execute a contract with QKB, Inc. for construction of the Lin Dell Estate Water Distribution Upsizing Project (RFB 2024-04) in a base amount of \$499,975.00 plus \$50,025.00 contingency for a total of \$550,0000.00.



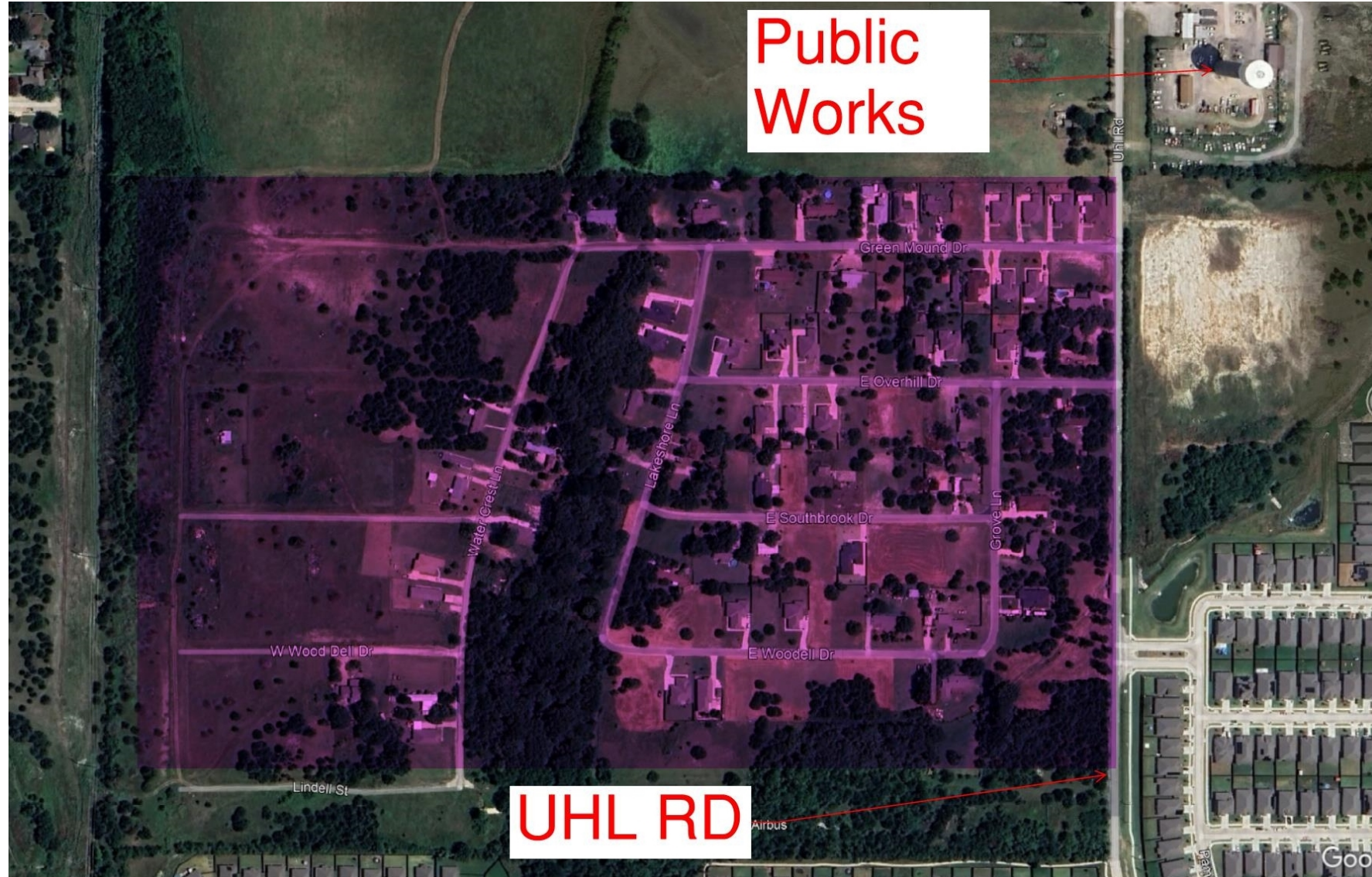
BACKGROUND

This subdivision has been suffering from the lack of adequate waterline capacity to serve the needs of the residents. When this subdivision was constructed, the developer installed a 2" waterline, which did not meet the state of Texas's (TCEQ) requirements.

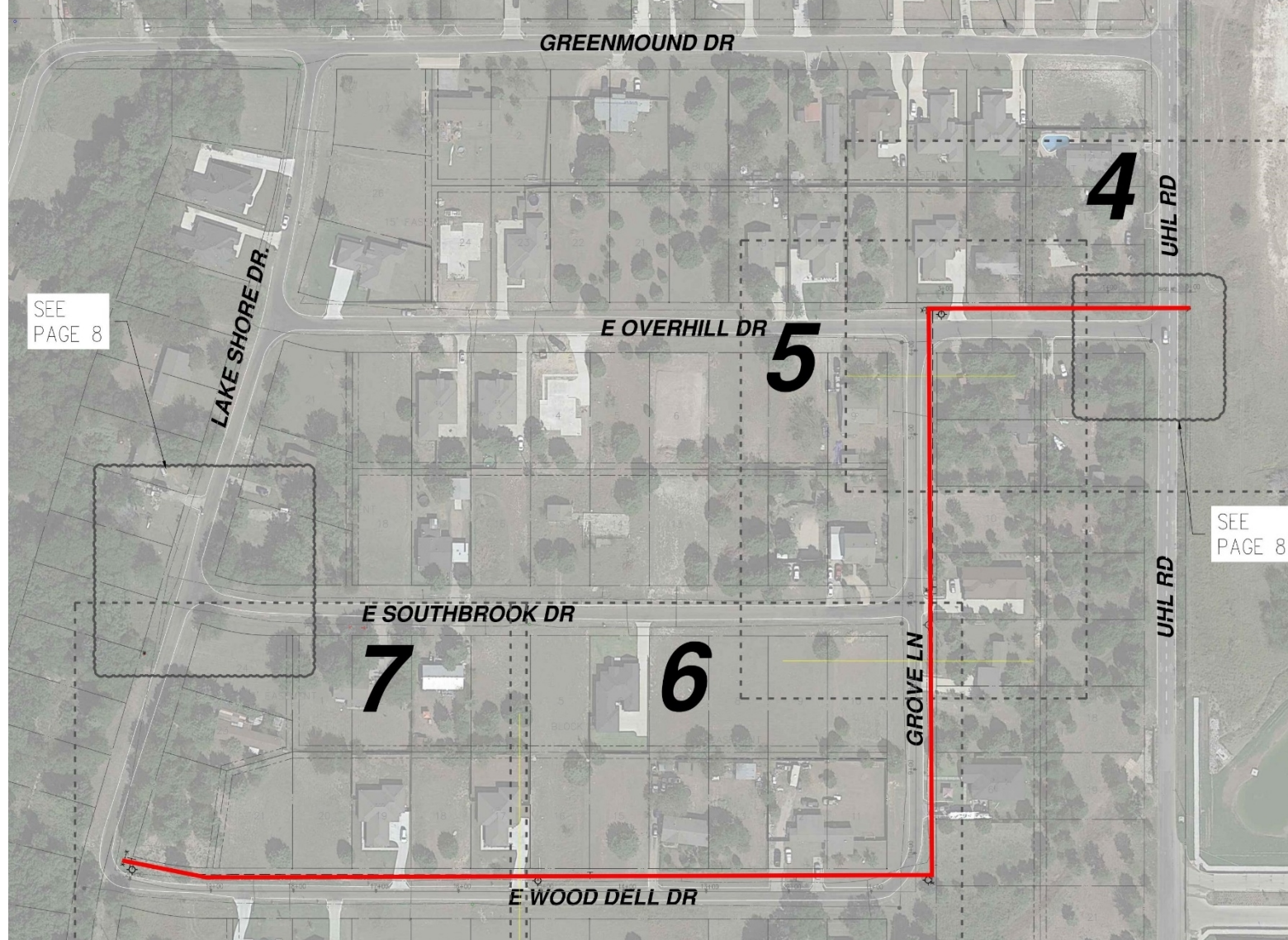
Previously, the city requested that the number of taps be increased to 60 to accommodate the residents' needs. In the past few years, the city has not been able to issue additional connections (with very few executions), as this would violate state law.

This project, which we refer to as phase one, will allow some of the property owner to apply for a new building permit. (This project primarily impacts the east area of this subdivision.)

AERIAL



OVERALL PLAN



BID TABULATION



				Name:		Canary Construction		QKB, Inc.	
				Address:		802 N. Kealy Ave., Suite 101		444 E. FM 1382 #D	
				City, ST, ZIP		Lewisville, TX 75057		Cedar Hill, TX 75104	
Item No.	Description	Bid Quantity	Unit	Unit Price	Unit Total	Unit Price	Unit Total		
1	8" water main w/ fittings, trenching, embedment, backfilling, and surface restoration (Open Cut / Bore.)This item includes providing a temporary water supply to the residents during the construction.	1,775	LF	\$ 120.00	\$ 213,000.00	\$ 105.00	\$ 186,375.00		
2	8" water main w/ fittings, trenching, embedment, backfilling, and surface restoration (Bore.)This item includes providing a temporary water supply to the residents during the construction.	400	LF	\$ 260.00	\$ 104,000.00	\$ 105.00	\$ 42,000.00		
3	8" Gate valve and box	17	EA	\$ 2,500.00	\$ 42,500.00	\$ 2,475.00	\$ 42,075.00		
4	Fire hydrant assembly with 6" PVC lead, all fittings, Gate Valve, installation, and painting per City of Glenn Heights Requirements:	5	EA	\$ 14,000.00	\$ 70,000.00	\$ 10,500.00	\$ 52,500.00		
5	1" residential water service connection w/ ¾" U-Branch to water main (short side / same side as water main):	10	EA	\$ 4,000.00	\$ 40,000.00	\$ 2,750.00	\$ 27,500.00		
6	1" residential water service connection w/ ¾" U-Branch to water main (long side/crossing roadway):	6	EA	\$ 4,500.00	\$ 27,000.00	\$ 3,450.00	\$ 20,700.00		
7	Cut, remove, and replace concrete driveway complete in place: (Not applicable for Bore.)*	10	EA	\$ 3,500.00	\$ 35,000.00	\$ 2,500.00	\$ 25,000.00		
8	Cut, remove, and replace the asphalt driveway completely in place (if applicable) (Not applicable for Bore)	5	EA	\$ 3,500.00	\$ 17,500.00	\$ 2,300.00	\$ 11,500.00		
9	Sawcut, remove, and replace existing asphalt pavement (5 feet-wide strip) (Not applicable for Bore.)	100	LF	\$ 125.00	\$ 12,500.00	\$ 500.00	\$ 50,000.00		
10	Trench excavation safety and support: (Not applicable for Bore.)	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 2,000.00	\$ 2,000.00		
11	SWPPP, erosion, and siltation control:	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 12,000.00	\$ 12,000.00		
12	Traffic control and warning devices and implementation:	1	LS	\$ 15,500.00	\$ 15,500.00	\$ 11,000.00	\$ 11,000.00		
13	Block sodding: (If Needed. Up to)	1,000	SF	\$ 2.00	\$ 2,000.00	\$ 2.50	\$ 2,500.00		
14	Irrigation Allowance (If needed With approval from the City)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		
15	Mobilization :	1	LS	\$ 27,500.00	\$ 27,500.00	\$ 4,250.00	\$ 4,250.00		
16	Disposal of Heavy Chlorinated Water Main Flushing Water :	1	LS	\$ 950.00	\$ 950.00	\$ 500.00	\$ 500.00		
17	¾ Residential water service connection to water meter meter :	1	LS	\$ 3,200.00	\$ 3,200.00	\$ 75.00	\$ 75.00		
GRAND TOTALS					\$ 632,650.00		\$ 499,975.00		

GRAND TOTALS

\$ 632,650.00

\$ 499,975.00

RECOMMENDATION



- ☐ Staff recommends the APPROVAL of the contract.

QUESTIONS



COMMENTS

CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-21-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ACCEPTING THE BID OF AND AWARDING A CONTRACT TO QKB INC. FOR CONSTRUCTION OF THE LIN DELL ESTATE WATER DISTRIBUTION UPSIZING PROJECT (RFB 2024-04) IN A BASE AMOUNT OF \$499,975.00 PLUS A CONTINGENCY OF \$50,025.00, IN THE TOTAL AMOUNT OF \$550,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS FOR SAID SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City staff has solicited competitive bids and taken sealed bids for the Lin Dell Estate Water Distribution Upsizing Project (RFB 2024-04) (the “Project”), in accordance with all legal requirements relating to competitive bidding procurements; and

WHEREAS, City staff recommends awarding the contract to QKB, Inc., the lowest responsible bidder meeting specifications, in the amount of \$499,975.00, with a contingency of \$50,025.00, for a total contract award of \$550,000.00

WHEREAS, the City Council of the City of Glenn Heights, Texas, finds it to be in the public interest to accept the recommendation of the City administration and authorize the above described contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS THAT:

SECTION 1. The City Council hereby accepts and approves a contract with QKB, Inc., in base amount of \$499,975.00 plus \$50,025.00 contingency for a total contract amount of \$550,000.00 for the Lin Dell Estate Water Distribution Upsizing Project (RFB 2024-04) and authorizes the City Manager to execute the contract on the City’s behalf subject to applicable state laws, city policies, and, in the event change order(s) result in an increase in the contract amount, subject to the availability of funds for such purpose, to negotiate and sign such change order(s) to said contract as the City Manager determines to be in the best interest of the City.

SECTION 2. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS 3RD DAY OF SEPTEMBER 2024

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

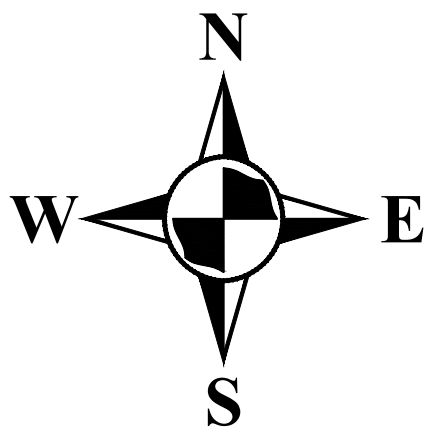
Brandi Brown, City Secretary

APPROVED AS TO FORM:

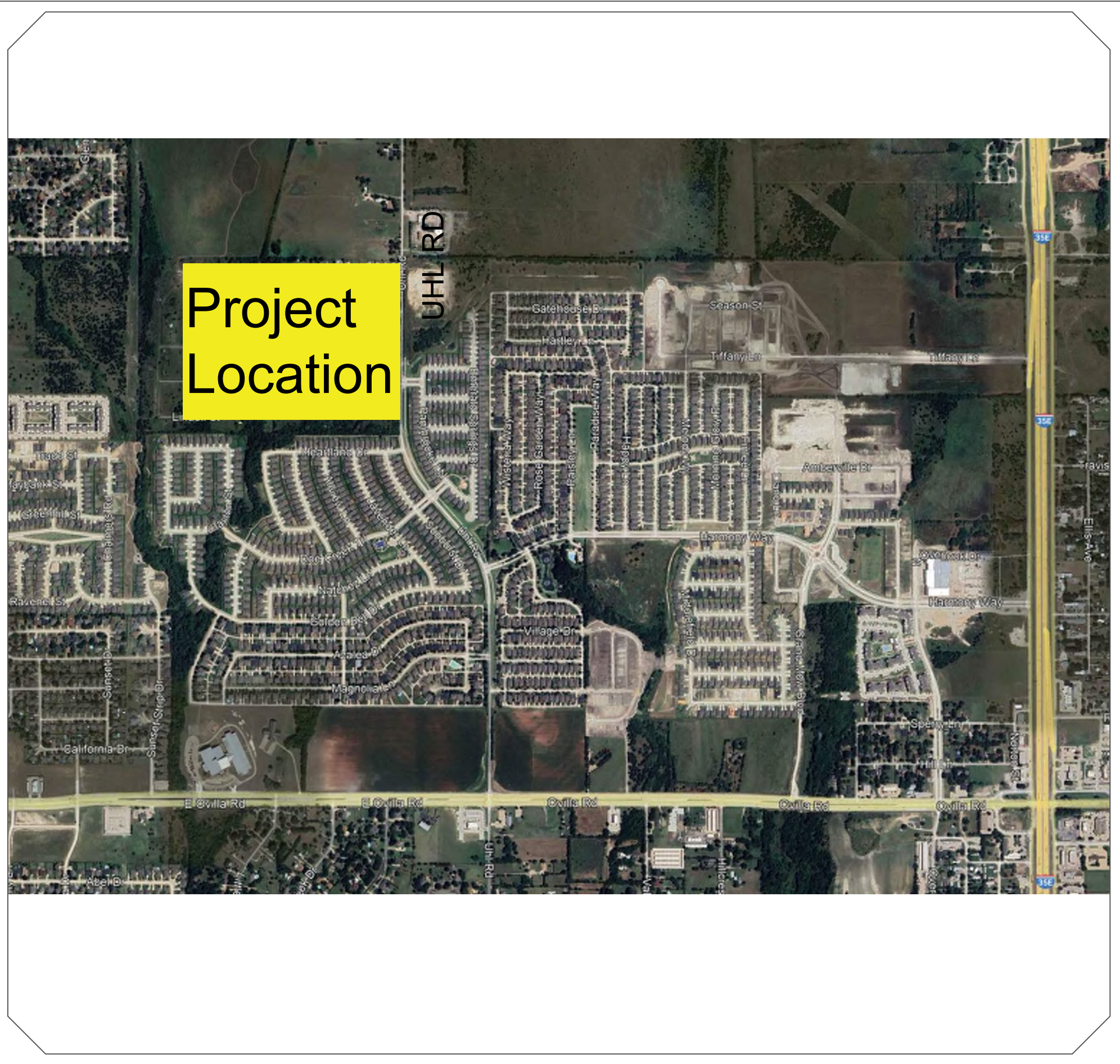
David Berman, City Attorney

City of Glenn Heights, Texas

LIN DELL ESTATE WATERLINE UPSIZING "PHASE ONE"



SEPTEMBER 2024



City of Glenn Heights Location Map
Scale: N.T.S.



MAYOR

Sonja A. Brown

COUNCIL

Mayor Pro Tem
Position 1
Position 3
Position 4
Position 5
Position 6

Harry A. Garrett
Sherron Mosley
Travis Bruton
Stephanne Hale
Laymon M. Lightfood
Cornel Benford II

CITY MANAGER

Clifford Blackwell

DEPUTY CITY MANAGER

Keith Moore

City Engineer
Parviz Pourazizian, P.E.

PUBLIC WORKS SUPERINTENDENT
Andrew Waits

Drawing List

- 1 COVER SHEET
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- 7 WATERLINE PLANS
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- 9 TRAFFIC CONTROL PLAN
- 10 CONSTRUCTION DETAILS 1
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- 12 CONSTRUCTION DETAILS 3
- 13 CONSTRUCTION DETAILS 4



- * CONTRACTOR TO CALL CITY OF GLENN HEIGHTS PUBLIC WORK MIN. 72 HOURS BEFORE CONSTRUCTION STARTS TO SCHEDULE PRE-CON MEETING.
- * CONTRACTOR IS RESPONSIBLE TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO DIGGING.
- * FOR CONSTRUCTION DETAILS AND SPECIFICATION PLEASE REFER TO THE MOST UP TO DATE INFORMATION FROM NCTCOG PUBLIC WORK DOCUMENTS.

SUBMITTED BY: _____ DATE: _____
Parviz Pourazizian, P.E.
City Engineer

1. UTILITIES PRESENTED ON THESE DRAWINGS ARE SHOWN BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY TEXAS 811 AND CITY OF GLENN HEIGHTS PUBLIC WORKS AT LEAST 72 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING WATERLINE AND APPURTENANCES, WASTEWATER, STORM WATER LINES, PAVING, SIDEWALKS AND TRAFFIC CONTROL DEVICES. DAMAGES SHALL BE REPAIRED IN ACCORDANCE WITH THE CITY OF GLENN HEIGHTS STANDARD AT NO ADDITIONAL COST.
3. CONTRACTOR SHALL ADEQUATELY PROTECT EXISTING STRUCTURES, UTILITIES, TREES, SHRUBS, AND PERMANENT OBJECTS WHICH ARE NOT SCHEDULED TO BE REMOVED AS A PART OF THIS PROJECT. PRIOR TO THE REMOVAL OF ANY TREES A CLEAR AND GRUB PERMIT MUST BE OBTAINED FROM THE CITY PLANNER 972-223-1690 #455 .
4. THE CONTRACTOR SHALL NOT DUMP ANY DIRT OR OTHER MATERIALS ONTO A PROPERTY OUTSIDE OF THE BOUNDARY OF THE PERMITTED PROJECT AND WITHIN THE CITY OF GLENN HEIGHTS CITY LIMITS WITHOUT A VALID DEVELOPMENT/GRADING PERMIT. IF SUCH DUMPING OCCURS WITHOUT A VALID PERMIT, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE REMOVAL OF ANY DISCARDED DIRT OR OTHER MATERIALS TO AN APPROVED LOCATION AT THE CONTRACTOR EXPENSE.
5. ON SITE MECHANICAL SWEEPERS (ROAD BROOM) IS REQUIRED FOR THE PROJECTS HAULING DIRT TO AND FROM THE SITE IN EXCESS OF 70 CUBIC YARDS PER DAY.
6. ALL PAVEMENT TO BE REMOVED, INCLUDING CONCRETE DRIVEWAYS AND SIDEWALKS, THE PAVEMENT SHALL BE SAWCUT TO FULL DEPTH PRIOR TO REMOVAL.
7. ALL WORK WITHIN CITY OF GLENN HEIGHTS RIGHTS-OF-WAY OR PUBLIC EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GLENN HEIGHTS SPECIFICATIONS, ACCEPTED STANDARDS AND APPROVED DETAILS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND UNDERSTANDING ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CONTACT THE CITY OF GLENN HEIGHTS PUBLIC WORKS INSPECTOR AT 214.490.0650 TO EITHER SCHEDULE OR NOTIFY HIM OF A PREVIOUSLY SCHEDULED PRE-CONSTRUCTION MEETING. THE PRE-CONSTRUCTION MEETING SHALL BE HELD A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
8. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DAMAGE TO DITCH OR STRUCTURES DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING CONDITION OR BETTER.
9. CONSTRUCTION SHALL COMPLY WITH LATEST EDITION OF OSHA REGULATIONS AND THE STATE OF TEXAS LAWS CONCERNING EXCAVATION. ALL WORKS, SERVICES, AND LABOR SHALL CONFORM TO THE RULES AND REGULATIONS OF THE CITY OF GLENN HEIGHTS.
10. THE CONTRACTOR SHALL NOTIFY THE LOCAL AUTHORITY OR GOVERNING AGENCY OF THE BEGINNING DATE OF CONSTRUCTION AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SEE THAT NO WORK IS DONE WITHOUT THE PROPER INSPECTIONS AND PERMITS BY THE LOCAL AUTHORITY OR GOVERNING AGENCY.
11. THE CONTRACTOR SHALL VERIFY THE DIMENSIONS SHOWN ON THE CONSTRUCTION PLANS WITH THOSE MEASURED IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS UNLESS NOTIFIED TO OTHERWISE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFEGUARDING AND PROTECTING ALL MATERIALS AND EQUIPMENT STORED ON THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF MATERIALS IN A SAFE AND GOOD WORKMANLIKE MANNER TO PREVENT INJURIES, DURING AND AFTER WORKING HOURS, UNTIL PROJECT COMPLETION.
14. AT THE END OF ALL CONSTRUCTION PROJECTS, THE CONTRACTOR SHALL RESTORE THE EXISTING FACILITIES, IE THE PROPERTY, EQUAL TO OR GREATER THAN EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION. ALL AREAS DISTURBED ALONG THE SITE SHALL BY HYDROMULCHED SEEDED IN ACCORDANCE WITH SPECIFICATION UNLESS OTHERWISE NOTED.
15. MINIMIZE AND CONTROL SPREADING OF DUST AND FLYING PARTICLES, AS REQUIRED BY GOVERNING REGULATIONS. USE TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS SUCH AS WATERING TO PREVENT THE SPREAD OF DUST, DIRT, AND DEBRIS.
16. ALL WORKS SHALL BE CONDUCTED WITHIN THE RIGHT-OF-WAY AND/ OR EASEMENTS SHOWN UNLESS OTHERWISE APPROVED BY THE OWNER AND ENGINEER.
17. NO EXCAVATION AREA SHALL BE LEFT OPEN DURING NON-WORKING HOURS. ALL UNATTENDED EXCAVATION OVER 2 FEET IN DEPTH SHALL BE PROTECTED BY BRIGHT ORANGE SAFETY FENCING DURING NORMAL WORKING HOURS AND COVERED SECURELY IF LEFT OPEN AFTER HOURS.
18. THE CONTRACTOR IS NOT AUTHORIZED TO OPERATE WATER/SANITARY INFRASTRUCTURE UTILITIES, OWNED OR OPERATED BY THE CITY OF GLENN HEIGHTS. CONTRACTOR SHALL CONTACT THE CITY OF GLENN HEIGHTS PUBLIC WORKS DEPARTMENT TO REQUEST CITY OF GLENN HEIGHTS PUBLIC WORKS AUTHORIZED PERSONNEL TO PERFORM ALL UTILITY OPERATIONS.
19. THE CONTRACTOR SHALL NOT OBTAIN WATER FROM THE CITY OF GLENN HEIGHTS FIRE HYDRANTS OR OTHER SOURCES FROM THE DISTRIBUTION SYSTEM WITHOUT PRIOR PERMISSION. CONTRACTOR MAY OBTAIN WATER FROM THE CITY OF GLENN HEIGHTS PUBLIC WORKS SERVICE CENTER AT THE LOCATION DESIGNATED BY THE OWNER.
20. CONTRACTOR SHALL MAINTAIN ACCESS TO RESIDENTIAL AND COMMERCIAL PROPERTIES ADJACENT TO THE WORK AREA AT ALL TIMES.
21. THE CONTRACTOR SHALL OBTAIN APPROVAL ON INGRESS/EGRESS ROUTES, HAULING ROUTES, ETC. FROM THE CITY AND ELLIS COUNTY.
22. THE WORK AREA SHALL BE BARRICADED AND ILLUMINATED DURING DARKNESS AND PERIOD OF INACTIVITY, WHEN IN AN AREA DIRECT PUBLIC ACCESS, AND AS DIRECTED BY THE CITY.
23. THE LOADING AND UNLOADING OF ALL PIPE, VALVES, FIRE HYDRANTS, MANHOLES AND OTHER ACCESSORIES SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICES AND SHALL AT ALL TIMES BE PERFORMED WITH CARE TO AVOID ANY DAMAGE TO THE MATERIAL. THE CONTRACTOR SHALL LOCATE AND PROVIDE

- ## STORM AND DRAINAGE

1. ALL DETENTION AND PERIMETER DRAINAGE SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF OTHER IMPROVEMENTS.
2. STORM SEWER SYSTEM (MANHOLES, INLETS, STORM SEWER, BEDDING AND BACKFILL ETC.) SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GLENN HEIGHTS STANDARD DETAIL AND IN COMPLIANCE WITH THE ENGINEERING DESIGN CRITERIA MANUAL.
3. THE FINAL ELEVATION OF STORM SEWER MANHOLE RIMS SHALL BE AT FINISHED GRADE. PLAN RIM ELEVATIONS ARE APPROXIMATE AND ARE NOT INTENDED TO REPRESENT FINISHED GRADES.
4. EXISTING STORM MANHOLES SHALL BE ADJUSTED TO INCLUDE NEW CITY OF GLENN HEIGHTS RING AND COVERS.
5. ALL CHANNEL OR SWALE SIDE SLOPES AND/OR OTHER AREAS REQUIRING SEEDING AS DETERMINED BY THE ENGINEER, TO BE HYDROMULCH SEEDDED.

1. SANITARY SEWERS SHALL BE BUILT ACCORDING TO THE CITY OF GLENN HEIGHTS DESIGN STANDARDS AS CURRENTLY AMENDED AND THE T.C.E.Q. RULES AND DESIGN CRITERIA.
2. ALL SANITARY MANHOLES MUST BE STANDARD TYPE (PRECAST) AND BACKFILLED WITH CEMENT STABILIZED SAND IN ACCORDANCE WITH CITY OF GLENN HEIGHTS STANDARD DETAIL SHEET 3 OF 3. BRICK MANHOLES ARE NOT ALLOWED. ALL SANITARY MANHOLES SHALL INCLUDE STAINLESS STEEL INFLOW PROTECTORS.
3. ALL SANITARY SEWER PIPES SHALL BE BEDDED AND BACKFILLED PER CITY OF GLENN HEIGHTS STANDARD DETAILS, AS APPLICABLE. NO SEPARATE PAY. THE ENGINEER AND CITY OF GLENN HEIGHTS SHALL BE NOTIFIED IMMEDIATELY IF WET SANDS ARE ENCOUNTERED. BACKFILL UNDER OR WITHIN 1-FOOT OF EXISTING, PROPOSED OR FUTURE PAVEMENT SHALL BE CEMENT STABILIZED SAND UP TO 1' BELOW THE BOTTOM OF THE PAVING SUBGRADE. TEST REPORTS SHALL BE SUBMITTED PRIOR TO PLACEMENT OF PAVEMENT.
4. NO CONNECTIONS SHALL BE MADE TO THE EXISTING SANITARY SEWER LINES UNTIL ALL PROPOSED SEWER LINES HAVE BEEN THOROUGHLY CLEANED, TESTED AND APPROVED BY THE ENGINEER. THE ENGINEER AND THE CITY SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE CONTRACTOR CONNECTING TO ANY EXISTING SEWER LINES.
5. THE CONTRACTOR SHALL CONTACT THE CITY OF GLENN HEIGHTS CHIEF ENGINEERING INSPECTOR AT 281.851.2314 AT LEAST 72 HOURS PRIOR TO PRESSURE AND DEFLECTION TESTS ON ALL SANITARY LINES.
6. ALL SANITARY SEWERS SHALL BE TESTED PER TCEQ GUIDELINES.

8. ALL SANITARY SEWER MANHOLE RIMS SHALL BE SET 3-INCHES ABOVE FINISHED GRADE WITHIN STREET R.O.W. OR WITHIN EASEMENTS. CLEAN FILL SHALL BE ADDED AND SLOPED AWAY FROM THE RIM FOR SURFACE WATER DRAINAGE. PLAN RIM ELEVATIONS ARE APPROXIMATE AND ARE NOT INTENDED TO REPRESENT FINISHED GRADES. COSTS FOR ALL ADJUSTMENTS, INCLUDING PRECAST CONE SECTIONS, AND PRECAST ADJUSTMENT RINGS, ARE TO BE INCLUDED IN THE UNIT PRICE FOR SANITARY SEWER MANHOLES. BRICKS ARE NOT ALLOWED. ALL EXISTING/PROPOSED MANHOLE RIMS WITHIN THE SIDEWALK SHOULD BE FLUSH WITH GRADE.
9. SEALED MANHOLES ARE REQUIRED FOR MANHOLES CONSTRUCTED IN 100-YEAR FLOOD PLAIN.
10. SANITARY SEWER LINES PARALLEL TO WATER LINES SHALL BE INSTALLED WITH AT LEAST 9-FOOT HORIZONTAL AND 2-FOOT VERTICAL CLEARANCE AND IN SEPARATE TRENCHES. THE SEWER SHALL BE LOCATED BELOW THE WATERLINE.
11. SANITARY SEWER LINES CROSSING WATER LINES MUST HAVE A FULL LENGTH JOINT (18" NOMINAL) CENTERED AT THE CROSSING WITH A MINIMUM SEPARATION DISTANCE OF 6 INCHES.
12. ACCESS TO MANHOLES WILL BE BY PORTABLE LADDER, AS STEPS ARE PROHIBITED.
13. ALL SANITARY SEWER CROSSING EXISTING ROADS IN GLENN HEIGHTS SHALL BE CAVED PER SANITARY SEWER DETAIL SHEET 2 OF 3 UNLESS EXEMPT BY THE CITY ENGINEER.

1. WATER MAIN CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GLENN HEIGHTS EDCM AND STANDARD DETAIL.

- ## TRAFFIC CONTROL

1. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD—LATEST EDITION WITH REVISIONS) DURING CONSTRUCTION.
2. OFF DUTY POLICE OFFICERS/CERTIFIED FLAGGERS ARE REQUIRED TO DIRECT TRAFFIC WHEN LANES ARE BLOCKED.
3. CONTRACTOR SHALL COVER EXCAVATIONS WITH STEEL PLATES ANCHORED PROPERLY DURING NON-WORKING HOURS AND ALLOW NORMAL TRAFFIC FLOW.
4. APPROVED COPIES OF "TRAFFIC CONTROL PLANS" SHALL BE AVAILABLE ONSITE FOR INSPECTION AT ALL TIMES.
5. IF CONTRACTOR CHOOSES TO USE DIFFERENT METHODS OF TRAFFIC CONTROL DURING THE CONSTRUCTION THAN THOSE OUTLINED IN THE CONTRACT DRAWINGS, (S)HE SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT ALTERNATE PLANS TO TRAFFIC SECTION OF THE CITY OF GLENN HEIGHTS FOR APPROVAL TEN (10) WORKING DAYS PRIOR TO IMPLEMENTATION. THOSE PLANS SHALL BE DRAWN TO SCALE AND SIGNED AND SEALED BY AN ENGINEER LICENSED IN THE STATE OF TEXAS. PLANS WILL BECOME A PART OF THE CONTRACT DRAWINGS.
6. THE TRAFFIC CONTROL MEASURES PROVIDED ON THE TRAFFIC CONTROL PLANS REPRESENT MINIMUM REQUIREMENTS. THE CONTRACTOR SHALL MODIFY THE TRAFFIC CONTROL PLANS AS DESCRIBED IN THE NOTES ABOVE AND/OR SHALL PROVIDE ADDITIONAL MEASURES AS REQUIRED BY THE FIELD CONDITIONS OR AS DIRECTED BY THE ENGINEER. ALL WORK ASSOCIATED WITH TRAFFIC CONTROL SHALL BE INCIDENTAL TO ITEM 01555—TRAFFIC CONTROL AND REGULATION/ FLAGGERS.
7. THE CONTRACTOR SHALL OBTAIN NECESSARY APPROVALS FROM TXDOT FOR ANY TRAFFIC CONTROL AND OTHER WORK PERFORMED WITHIN THE TXDOT RIGHT-OF-WAY.

[illegible]

(Engineer / Architect Seal)



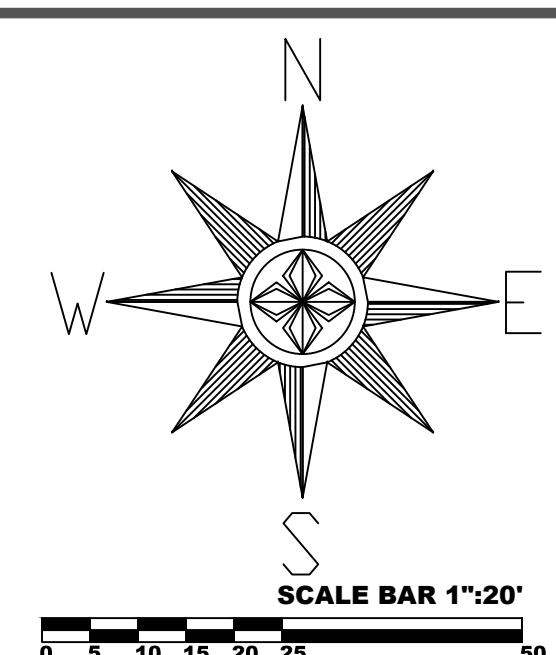
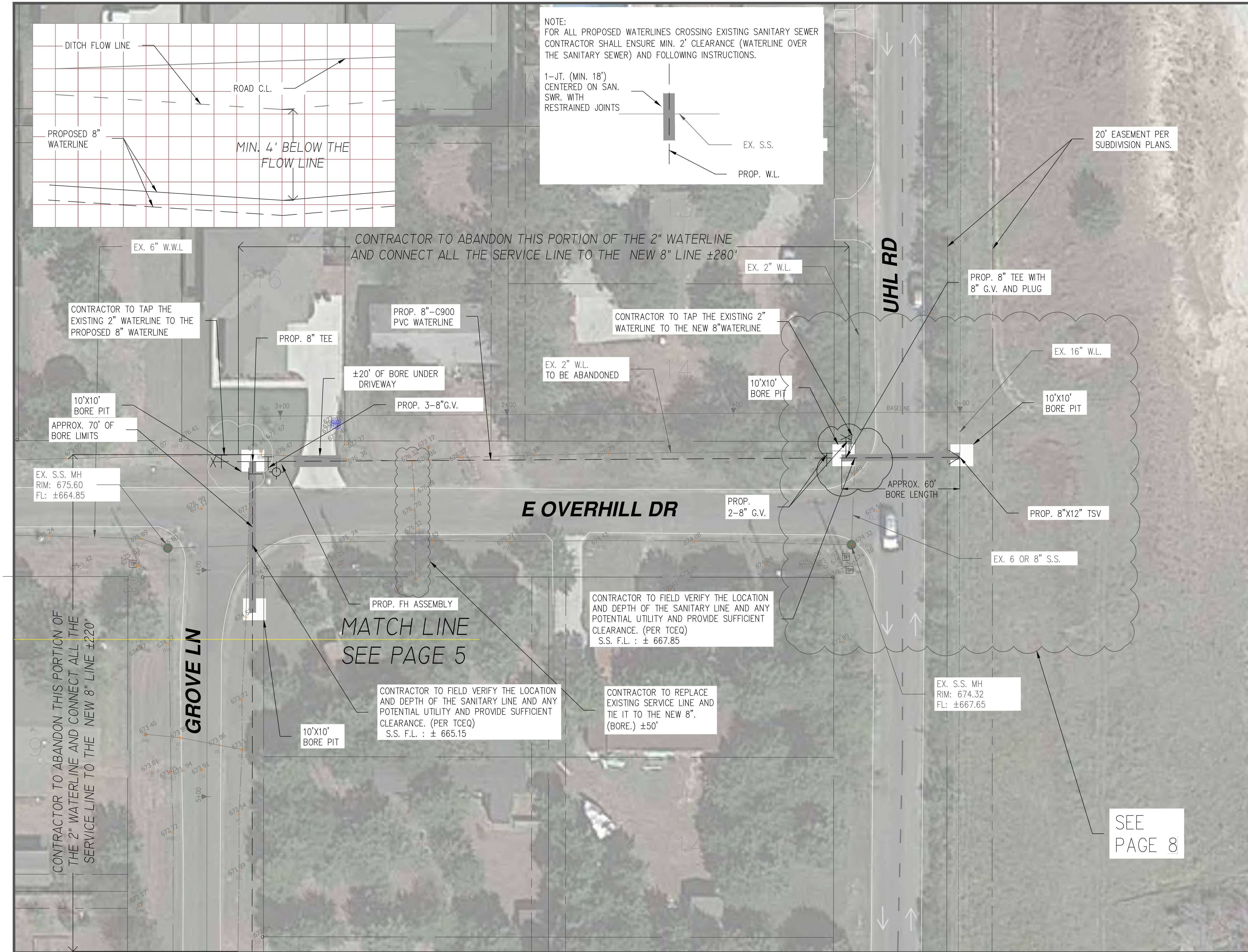
Lin Dell Estate waterline expansion PH 1

Job No.: CIP24-002
Date: January 2024
Dwn By: PRP
Chkd By: PRP

Scale:
HORIZ: 1" = NONE
VERT: 1" = NONE

CAD FILE:

SHEET
2
OF



LEGEND

	RIGHT OF WAY (R.O.W.)
	EXISTING WATERLINE
	PROPOSED WATERLINE
	EXISTING SANITARY SEWER
	EXISTING EASEMENT
	PROP. GATE VALVE (G.V.)
	FIRE HYDRANT (FH)

- CONSTRUCTION NOTES:
1. CONTRACTOR SHALL FOLLOW CITY OF GLENN HEIGHTS AND NTCCOG STANDARD DETAILS AND SPECIFICATION FOR THIS PROJECT.
 2. CONTRACTOR SHALL COORDINATE WITH CITY OF GLENN HEIGHT PUBLIC WORKS INSPECTOR FOR NEEDS TO INSTALL SWPPP ELEMENTS AS NEEDED BASED ON THE AREA.
 3. CONTRACTOR SHALL CALL 811 AND CITY OF GLENN HEIGHTS MIN. 72 HOURS BEFORE CONSTRUCTION STARTS.
 4. CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH PW AND PD FOR POTENTIAL TRAFFIC CONTROL PLAN "TCP".
 5. CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS AND ENSURE ACCESS TO THEIR PROPERTY AT ALL TIME.
 6. CONTRACTOR SHALL REPLACE ALL EXISTING SERVICE LINE.
 7. ALL WATERLINE CROSSING SANITARY SEWER SHALL FOLLOW TCEQ REQUIREMENTS.

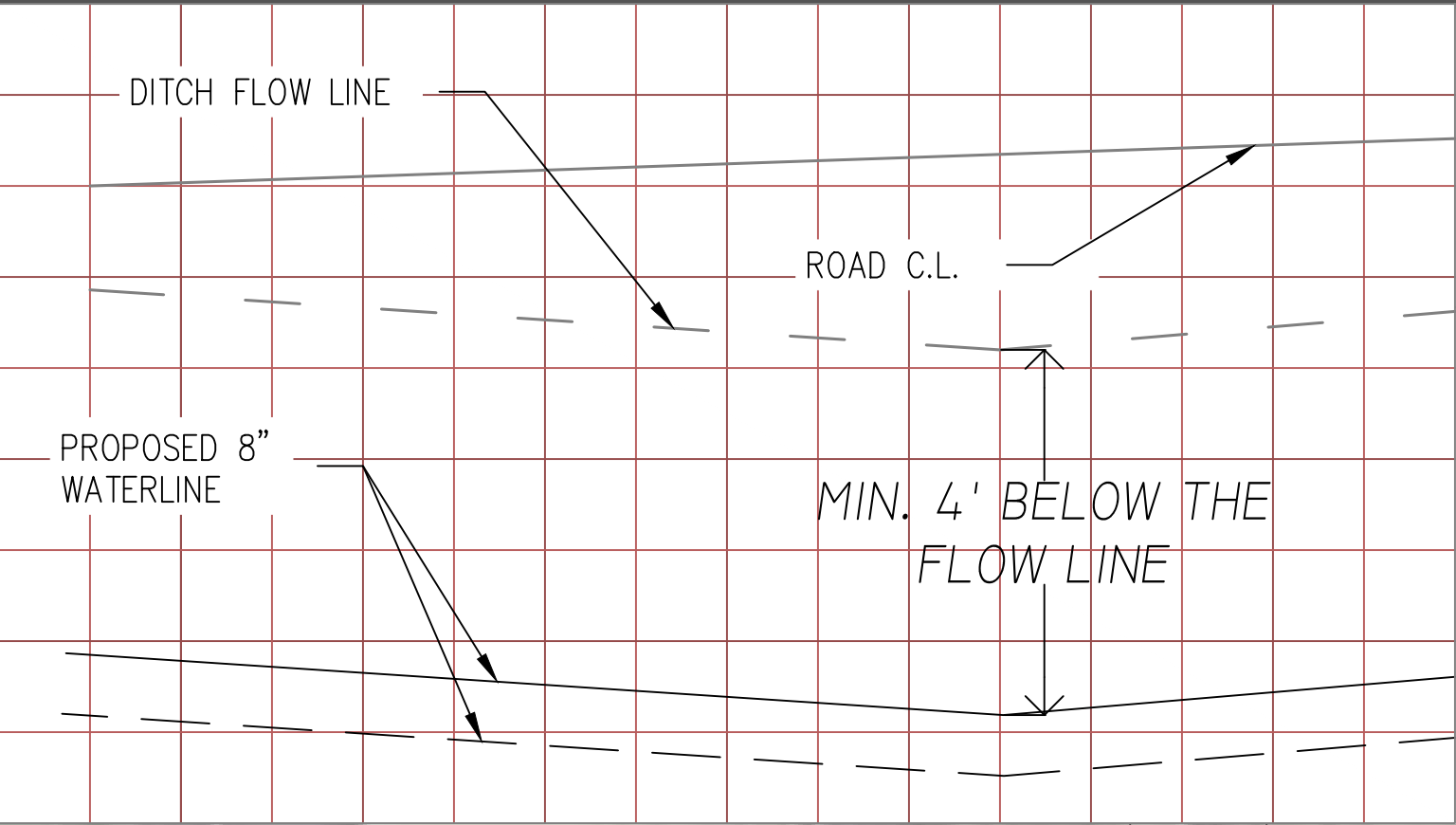
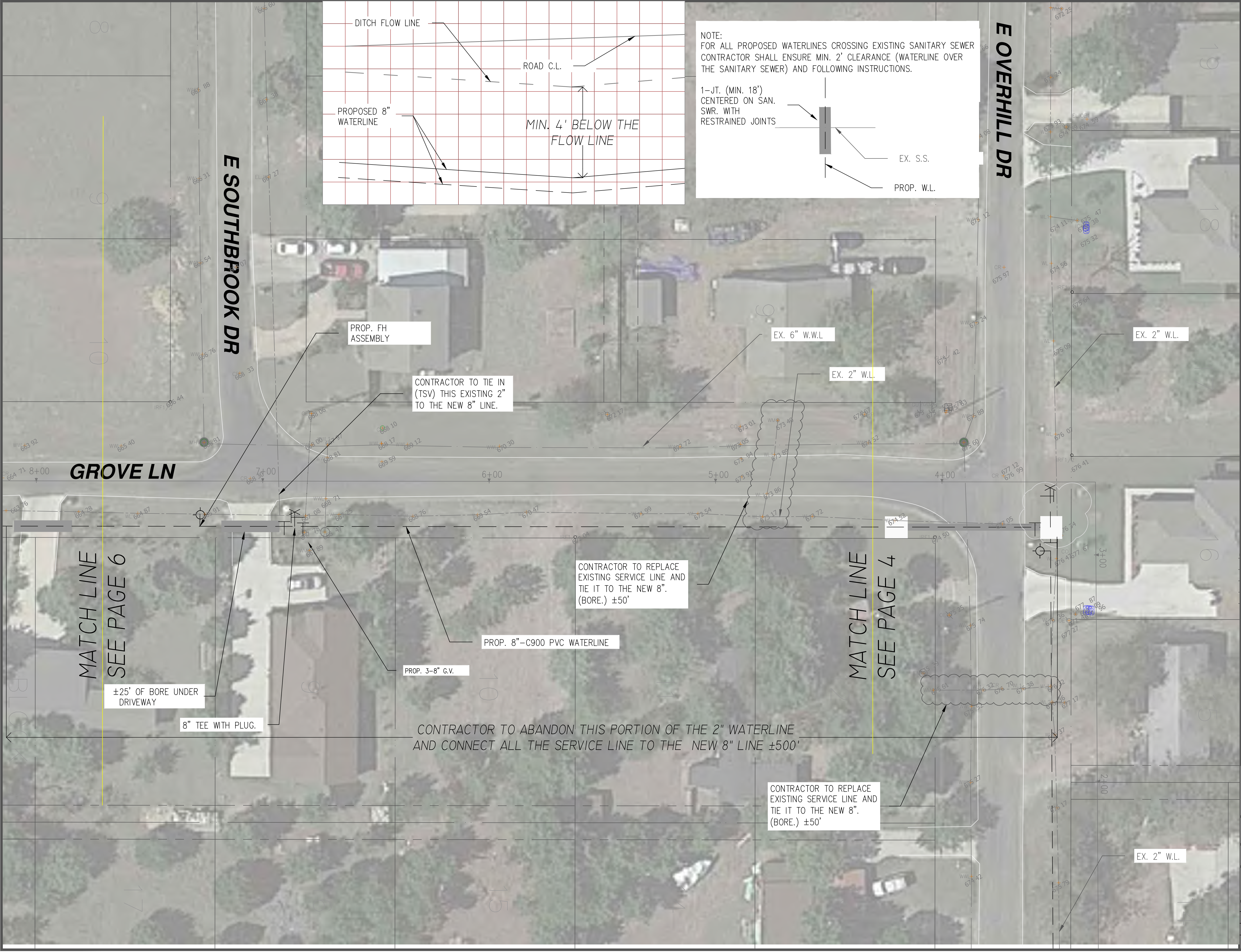
MK.	DESCRIPTION	DATE	DWN.	CHK.

(Engineer / Architect Seal)



City of Glenn Heights, Texas
Lin Dell Estate waterline expansion PH 1

PLANS 1		
Job No.: CIP24-002	Scale: HORZ: 1" = 20' VERT: 1" = NONE	SHEET 4 OF 13
Date: January 2024	CAD FILE:	
Dwn By: PRP		
Chkd By: PRP		



NOTE:
FOR ALL PROPOSED WATERLINES CROSSING EXISTING SANITARY SEWER CONTRACTOR SHALL ENSURE MIN. 2' CLEARANCE (WATERLINE OVER THE SANITARY SEWER) AND FOLLOWING INSTRUCTIONS.

1-JT. (MIN. 18")
CENTERED ON SAN.
SWR. WITH
RESTRAINED JOINTS

EX. S.S.

PROP. W.L.

LEGEND

---	RIGHT OF WAY (R.O.W.)
---	EXISTING WATERLINE
---	PROPOSED WATERLINE
---	EXISTING SANITARY SEWER
---	EXISTING EASEMENT
T	PROP. GATE VALVE (G.V.)
EXIST-FILLED PROP-OPEN	FIRE HYDRANT (FH)

CONSTRUCTION NOTES:

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DESCRIPTION	DATE	DWN.	CHK.

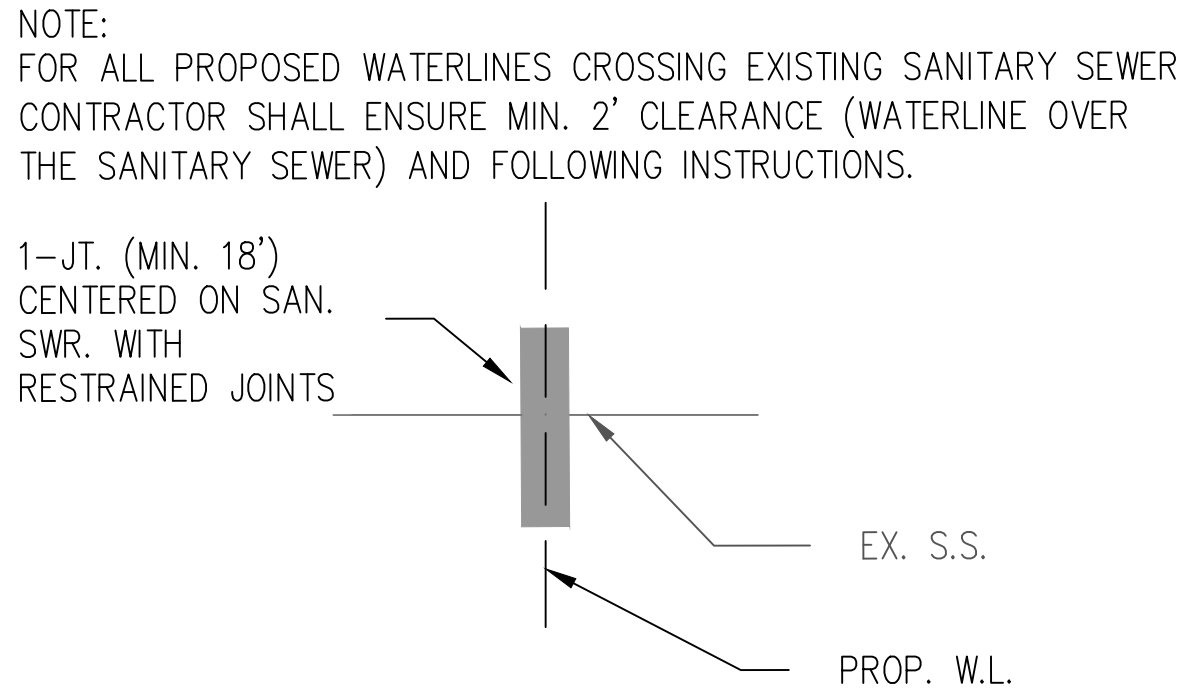
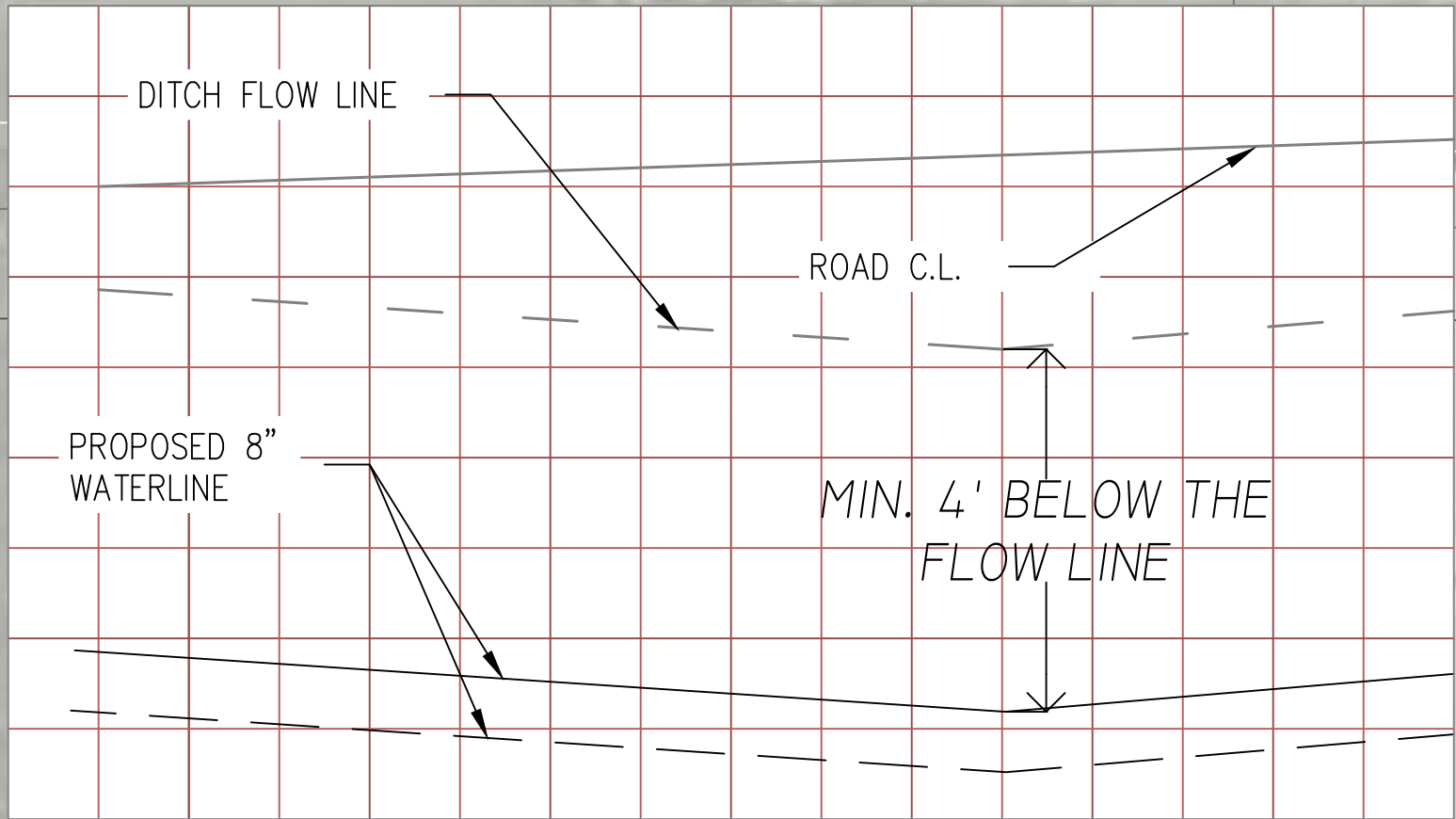
(Engineer / Architect Seal)

City of Glenn Heights, Texas

Lin Dell Estate waterline expansion PH 1

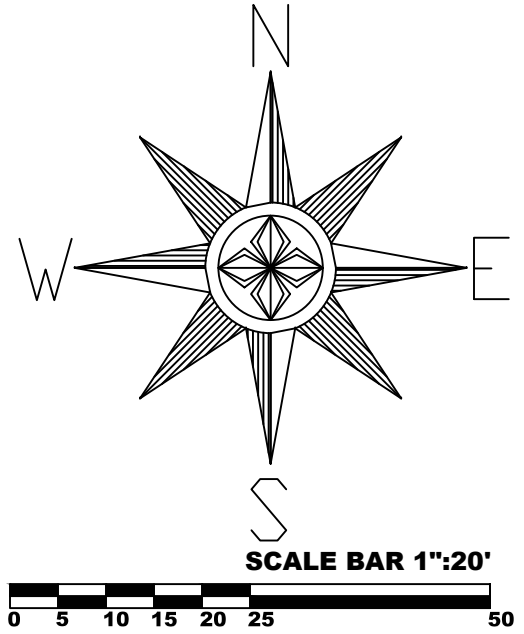
PLANS 2

Job No.: CIP24-002	Scale: HORIZ: 1" = 20' VERT: 1" = NONE	SHEET 5 OF 13
Date: January 2024	CAD FILE:	
Dwn By: PRP		
Chkd By: PRP		



E SOUTHBROOK DR

MATCH LINE
SEE PAGE 5



LEGEND

---	RIGHT OF WAY (R.O.W.)
---	EXISTING WATERLINE
---	PROPOSED WATERLINE
---	EXISTING SANITARY SEWER
---	EXISTING EASEMENT
---	PROP. GATE VALVE (G.V.)
---	FIRE HYDRANT (FH)

- CONSTRUCTION NOTES:
- CONTRACTOR SHALL FOLLOW CITY OF GLENN HEIGHTS AND NTCCOG STANDARD DETAILS AND SPECIFICATION FOR THIS PROJECT.
 - CONTRACTOR SHALL COORDINATE WITH CITY OF GLENN HEIGHT PUBLIC WORKS INSPECTOR FOR NEEDS TO INSTALL SWPPP ELEMENTS AS NEEDED BASED ON THE AREA.
 - CONTRACTOR SHALL CALL 811 AND CITY OF GLENN HEIGHTS MIN. 72 HOURS BEFORE CONSTRUCTION STARTS.
 - CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH PW AND PD FOR POTENTIAL TRAFFIC CONTROL PLAN "TCP".
 - CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS AND ENSURE ACCESS TO THEIR PROPERTY AT ALL TIME.
 - CONTRACTOR SHALL REPLACE ALL EXISTING SERVICE LINE.
 - ALL WATERLINE CROSSING SANITARY SEWER SHALL FOLLOW TCEQ REQUIREMENTS.

DESCRIPTION	DATE	DWN.	CHK.

(Engineer / Architect Seal)



City of Glenn Heights, Texas

Lin Dell Estate waterline expansion PH 1

PLANS 4

Job No.: CIP24-002	Scale: HORZ: 1" = 20' VERT: 1" = NONE	SHEET 6 OF 13
Date: January 2024	CAD FILE:	
Dwn By: PRP		
Chkd By: PRP		

MATCH LINE
SEE PAGE 7

±20' OF BORE UNDER
DRIVEWAY

PROP. FH
ASSEMBLY

PROP. 8" G.V.

±20' OF BORE UNDER
DRIVEWAY

±25' OF BORE UNDER
DRIVEWAY

±20' OF BORE UNDER
DRIVEWAY

10'X10'
BORE PIT

PROP. 3-8" G.V.E

CONTRACTOR TO
VERIFY THE
SANITARY FL.
CROSSING

LIMITS OF BORE

APPROX. 65' OF
BORE LIMITS

CONTRACTOR TO ABANDON THIS PORTION OF
THE 2" WATERLINE AND CONNECT ALL THE
SERVICE LINE TO THE NEW 8" LINE ±256'

E WOOD DELL DR

CONTRACTOR TO ABANDON THIS PORTION OF THE 2" WATERLINE
AND CONNECT ALL THE SERVICE LINE TO THE NEW 8" LINE ±500'

PROP. 8"-C900
PVC WATERLINE

CONTRACTOR TO REPLACE
EXISTING SERVICE LINE AND
TIE IT TO THE NEW 8".
(BORE.) ±50'

PROP. FH ASSEMBLY

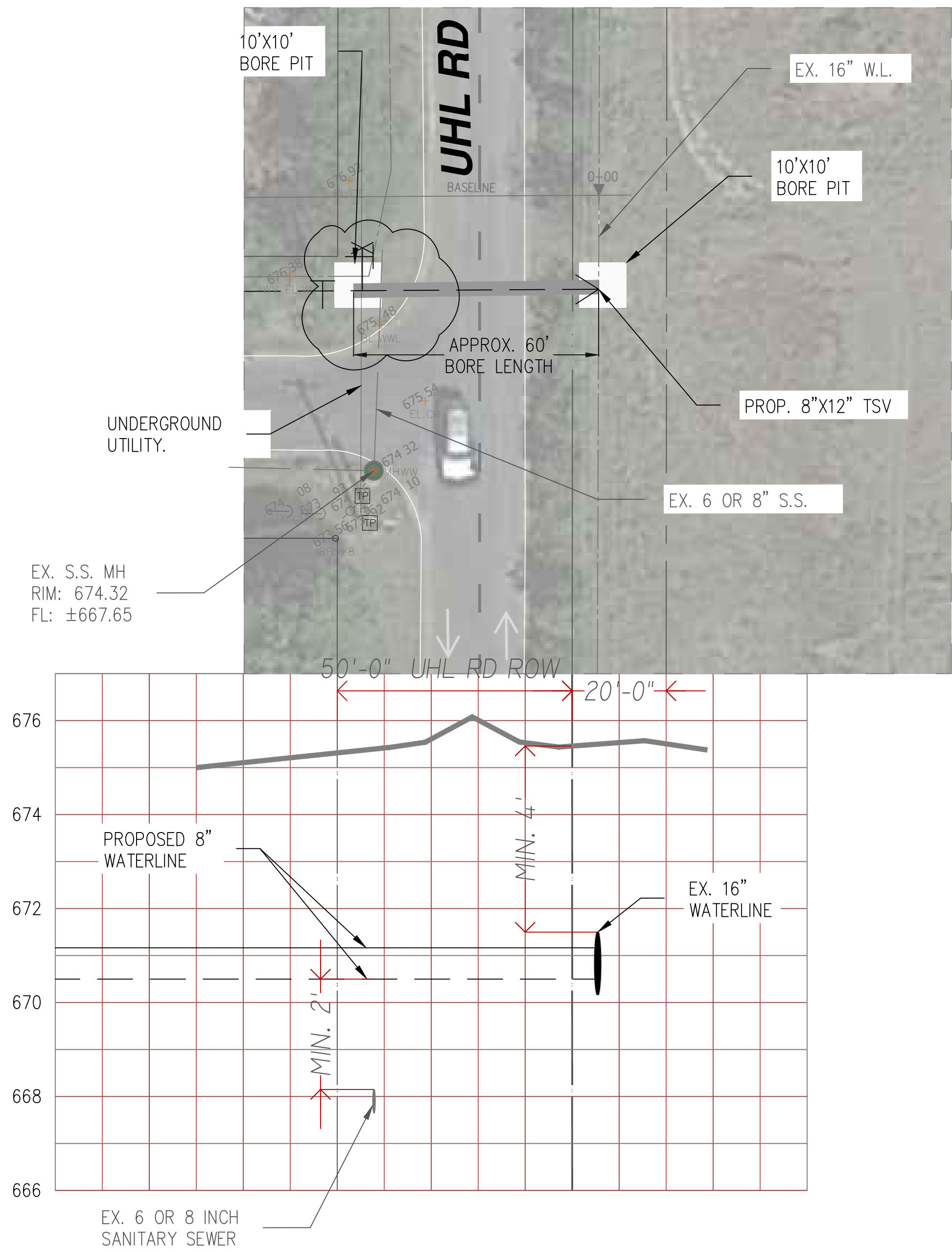
8" PLUG

10'X10'
BORE PIT

GROVE LN

±25' OF BORE UNDER
DRIVEWAY

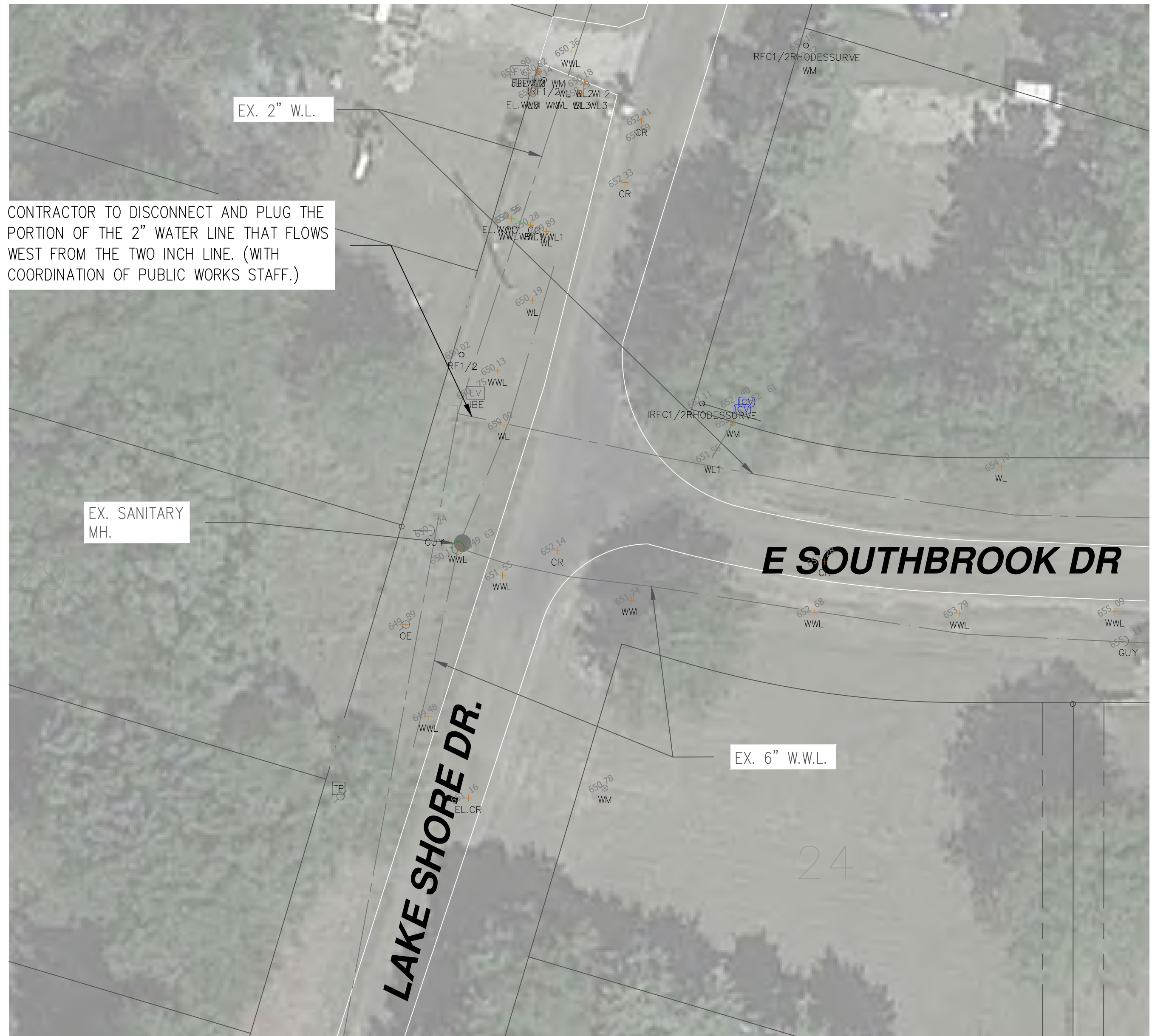
PROP. 8"-C900
PVC WATERLINE



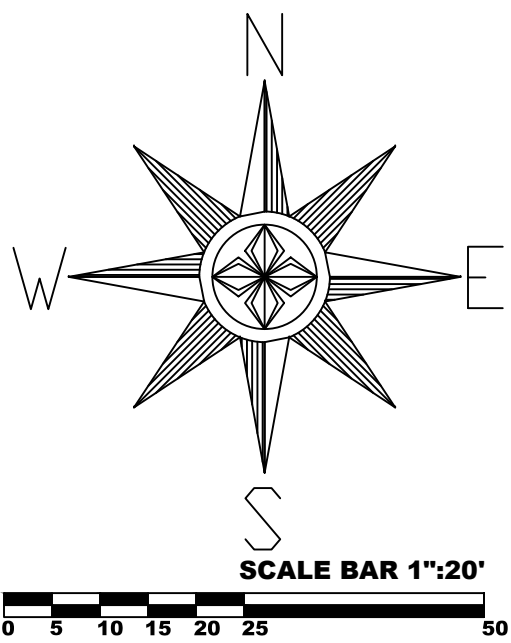
UHL RD CROSS SECTION
HOR. SCALE: 1:20 VER. SCALE: 1:20

CONSTRUCTION NOTES:

1. CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF THE UNDERGROUND UTILITIES BY CALLING 811.
2. CONTRACTOR TO HAND DIG / HYDRO EXCAVATE THIS AREA TO ENSURE NO DAMAGE TO THE EXISTING UTILITIES.
3. CONTRACTOR TO IMPLEMENT NECESSARY ELEMENTS OF TRAFFIC CONTROL PLANS AS NEEDED. (WORK ON SHOULDER.)
4. WATERLINE TO BE CONSTRUCTED GENERALLY MIN. OF 5' AWAY FROM THE EDGE OF THE PAVEMENT.



INTERSECTION OF LAKE SHORE DR AND E SOUTHBROOK DR



LEGEND

	RIGHT OF WAY (R.O.W.)
	EXISTING WATERLINE
	PROPOSED WATERLINE
	EXISTING SANITARY SEWER
	EXISTING EASEMENT
	PROP. GATE VALVE (G.V.)
	FIRE HYDRANT (FH)

CONSTRUCTION NOTES:

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DESCRIPTION	DATE	DWN.	CHK.

(Engineer / Architect Seal)



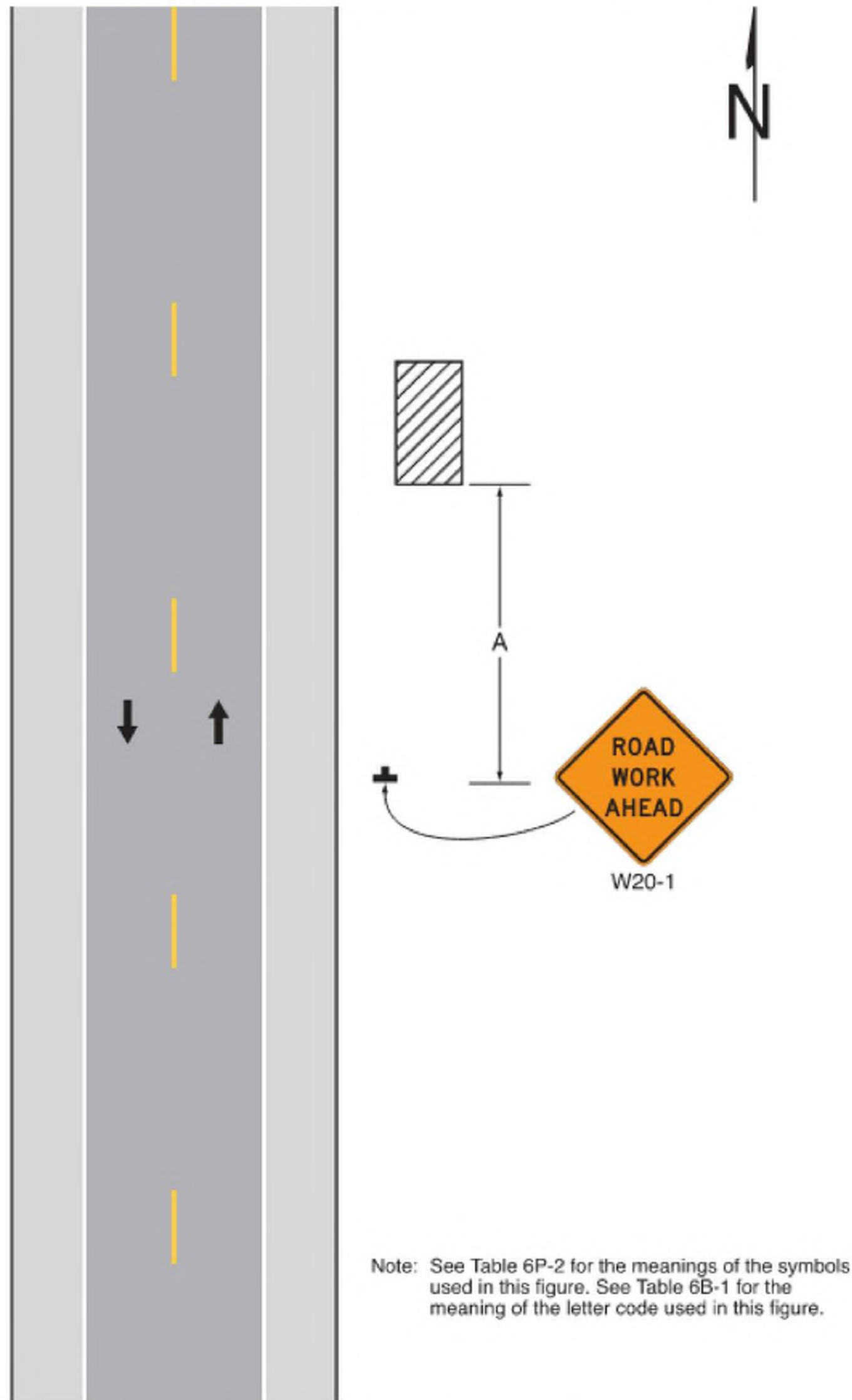
City of Glenn Heights, Texas

Lin Dell Estate waterline expansion PH 1

PLANS 6

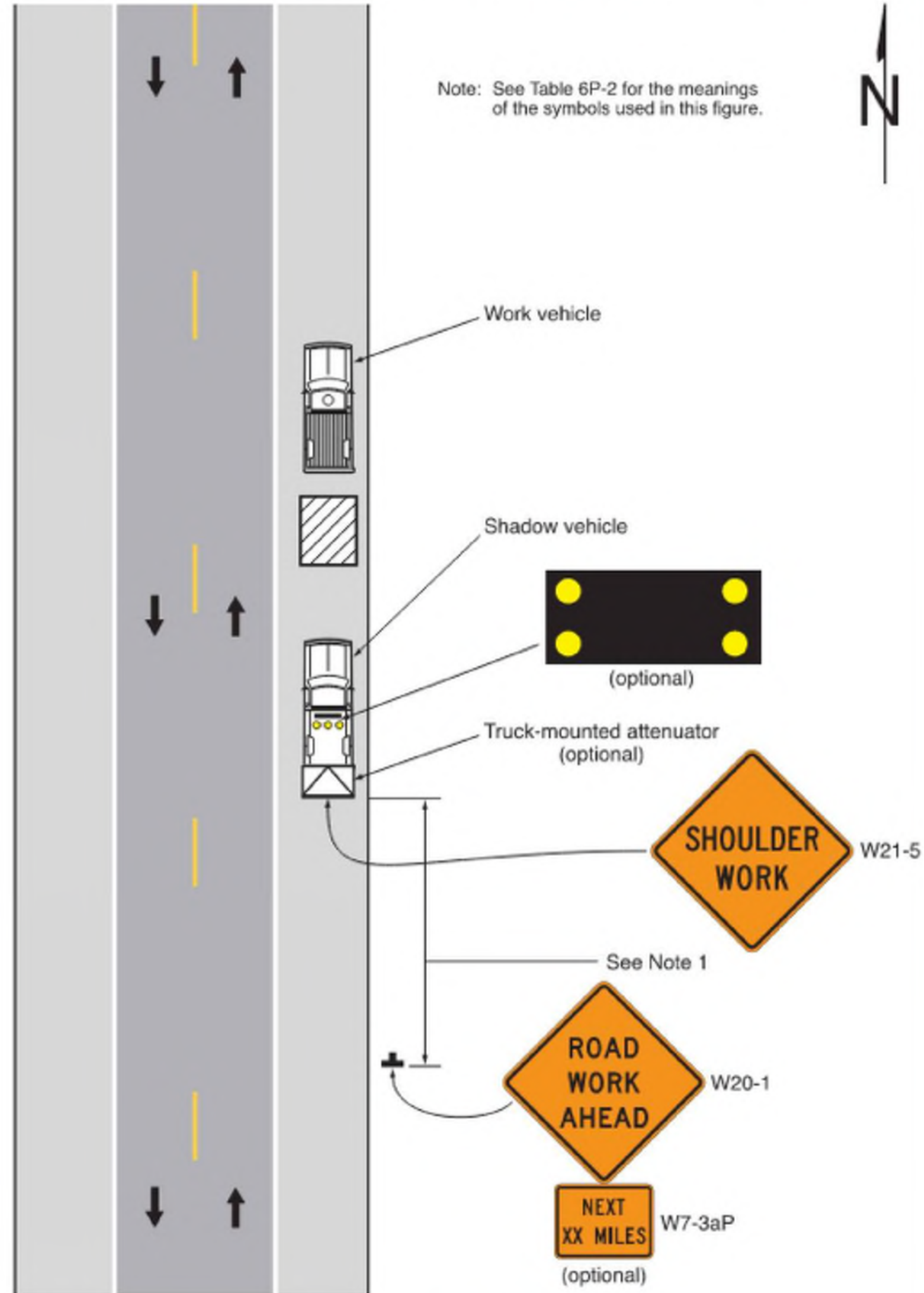
Job No.: CIP24-002	Scale: HORZ: 1"= 20' VERT: 1"= 2'	SHEET 8 OF 13
Date: January 2024	CAD FILE:	
Dwn By: PRP		
Chkd By: PRP		

Figure 6P-1. Work Beyond the Shoulder (TA-1)



Typical Application 1

Figure 6P-4. Short-Duration or Mobile Operation on a Shoulder (TA-4)



Typical Application 4

Figure 6P-6. Shoulder Work with Minor Encroachment (TA-6)

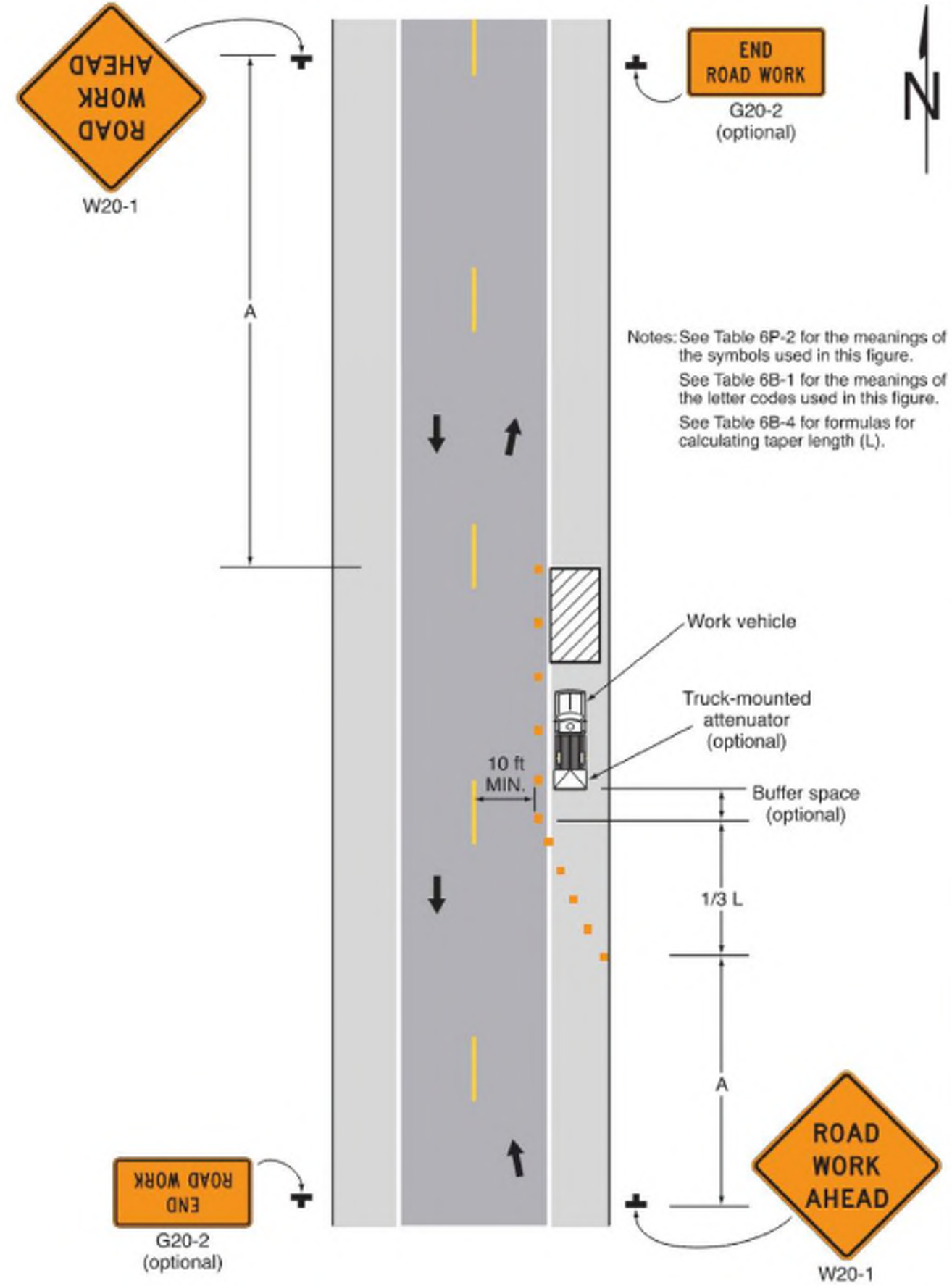


Table 6H-2. Meaning of Symbols on Typical Application Diagrams

	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or support trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of traffic		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (Flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work vehicle
	Pavement markings that should be removed for a long-term project		

Table 6C-1. Suggested Advance Warning Sign Spacing

Road Classification	Posted Speed (MPH)	Sign Spacing "X" (Feet)
Conventional Highway	25	100
	30	120
	35	160
	40	240
	45	320
	50	400
	55*	500
	60*	600
	65*	700
Expressway or Freeway	70*	800
	75*	900
	80*	1000
	All Speeds	See Typical Applications (Chapter 6H) **

* Distance between signs should be increased to have 1500 feet advance warning (See Section 6C.04.07)
** Distance between signs should be increased to have 1/2 mile or more advance warning. (See Section 6C.04.05)

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 7. ALL WATERLINE CROSSING SANITARY SEWER SHALL FOLLOW TCEQ REQUIREMENTS.

MK.	DESCRIPTION	DATE	DWN.	CHK.
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(Engineer / Architect Seal)



CIP24-002

TRAFFIC CONTROL PLAN

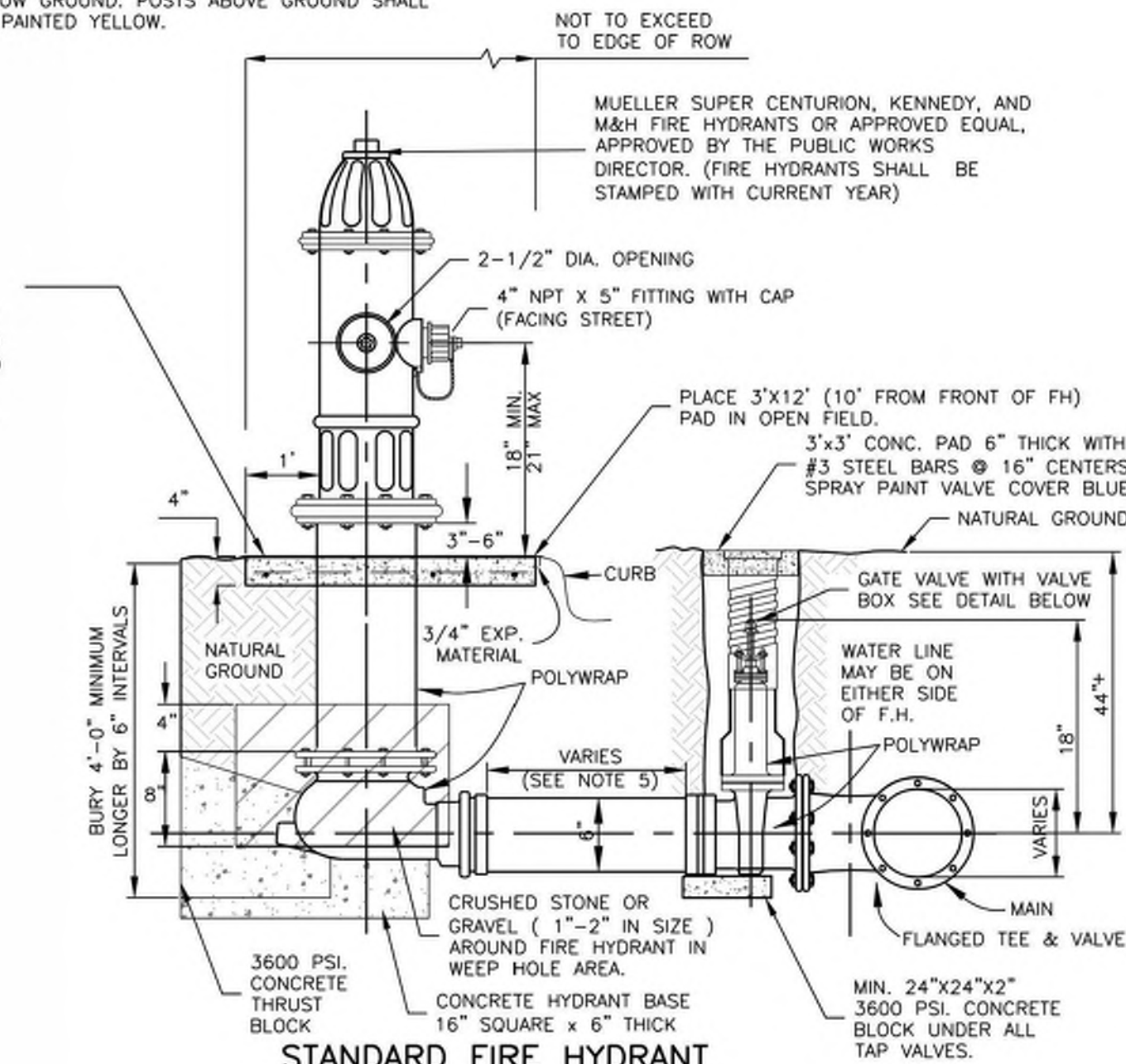
Job No.:	Scale:	SHEET
Date: January 2024	HORZ: 1" = NONE	9
Dwn By: PRP	VERT: 1" = NONE	OF 13
Chkd By: PRP	CAD FILE:	

- FIRE HYDRANT NOTE:**
1. FIRE HYDRANTS SHALL BE LOCATED INSIDE ROW. CONFIRM SETBACK WITH CITY ENGINEER PRIOR TO PLACEMENT.
 2. FIRE HYDRANT PAINT AND COLORS:
 - a. PUBLIC FIRE HYDRANTS SHALL BE COATED WITH BRUSHED ALUMINUM QUICK DRY ENAMEL PAINT. NO SPRAY PAINT ALLOWED.
 - b. PRIVATE FIRE HYDRANT BONNETS SHALL BE PAINTED CHROME YELLOW QUICK DRY ENAMEL. FIRE HYDRANT BARREL SHALL BE PAINTED MACHINERY RED QUICK DRY ENAMEL F-77RH.
 3. ALL FIRE HYDRANTS SHALL BE PAINTED ATER INSTALLATION.
 4. FIRE HYDRANT LEAD SHALL BE 150" MAXIMUM AS MEASURED FROM THE MAIN UNLESS APPROVED BY THE CITY FIRE MARSHAL.
 5. PLACE 3'X12" PAD IN OPEN FIELD.

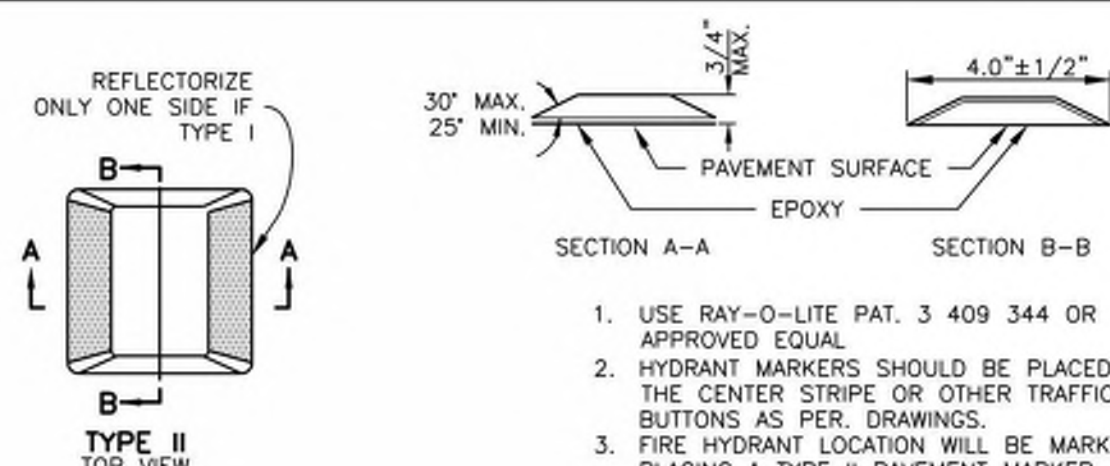
6. FIRE LINE VALVES SHALL BE IDENTIFIED BY THE LETTERS FLV STAMPED OR ETCHED INTO THE CURB
7. USE VALVE MARKERS FOR OFFSITE FIRE HYDRANTS.
8. 6" DIAMETER BOLLARDS MUST BE PLACED AROUND THE FIRE HYDRANT WHEN IT CANNOT BE INSTALLED AS PER THIS FIRE HYDRANT DETAIL. BOLLARD SHALL BE 3' ABOVE & BELOW GROUND. POSTS ABOVE GROUND SHALL BE PAINTED YELLOW.

- CONCRETE PAD NOTE:**
1. CONCRETE SPLASH PAD SHALL SLOPE TO CURB A MAXIMUM OF 2%. GREATER SLOPE APPROVED ON A CASE BY CASE BASIS.
 2. CONCRETE PAD SHALL BE 6" THICK BY 3' WIDE WITH #4 @ 12" CENTERS AROUND F.H. TO GO FROM BACK OF CURB TO 1' BEHIND F.H. REINFORCED TO CITY SPECS.
 3. MINIMUM 2" DISTANCE BETWEEN CONCRETE SLAB AND FLANGE BOLTS @ 1/4" TO 12" TO BACK OF CURB.
 4. CONCRETE SHALL BE MINIMUM 5-1/2 SACKS AND HAVE COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS.
 5. CONCRETE PAD SHALL BE DOWELED INTO CURB.

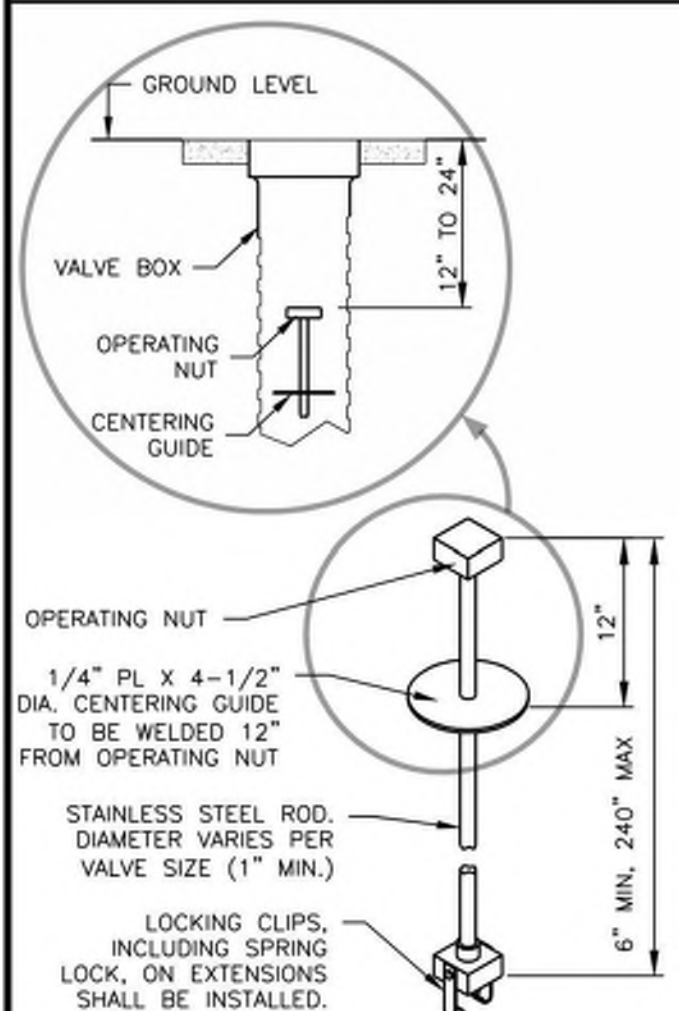
-
- MUELLER SUPER CENTURION, KENNEDY, AND M&H FIRE HYDRANTS OR APPROVED EQUAL, APPROVED BY THE PUBLIC WORKS DIRECTOR. (FIRE HYDRANTS SHALL BE STAMPED WITH CURRENT YEAR)



STANDARD FIRE HYDRANT
DETAIL (N.T.S.)

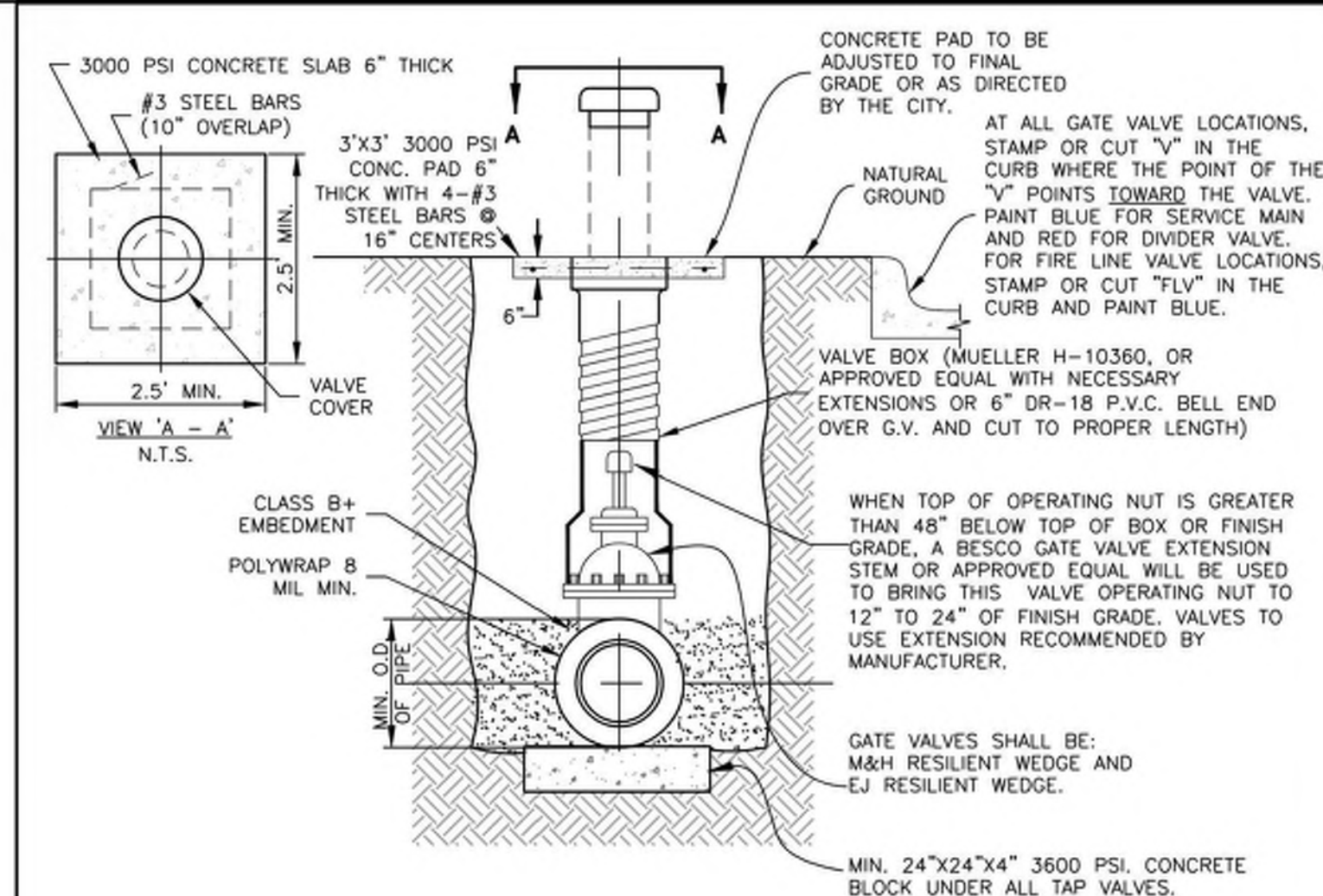


1. USE RAY-O-LITE PAT. 3 409 344 OR APPROVED EQUAL
2. HYDRANT MARKERS SHOULD BE PLACED 4" OFF THE LANE STRIPS OR OTHER TRAFFIC BUTTONS AS PER DRAWINGS
3. FIRE HYDRANT LOCATION WILL BE MARKED BY PLACING A TYPE II PAVEMENT MARKER REFLECTORIZED BLUE 4" OFF OF THE TRAFFIC LANE BOUNDARIES. THE MARKER WILL BE IN THE LANE NEAREST TO THE FIRE HYDRANT. ALL MARKERS AT INTERSECTIONS SHOULD BE 10 FEET BACK FROM THE INTERSECTION.

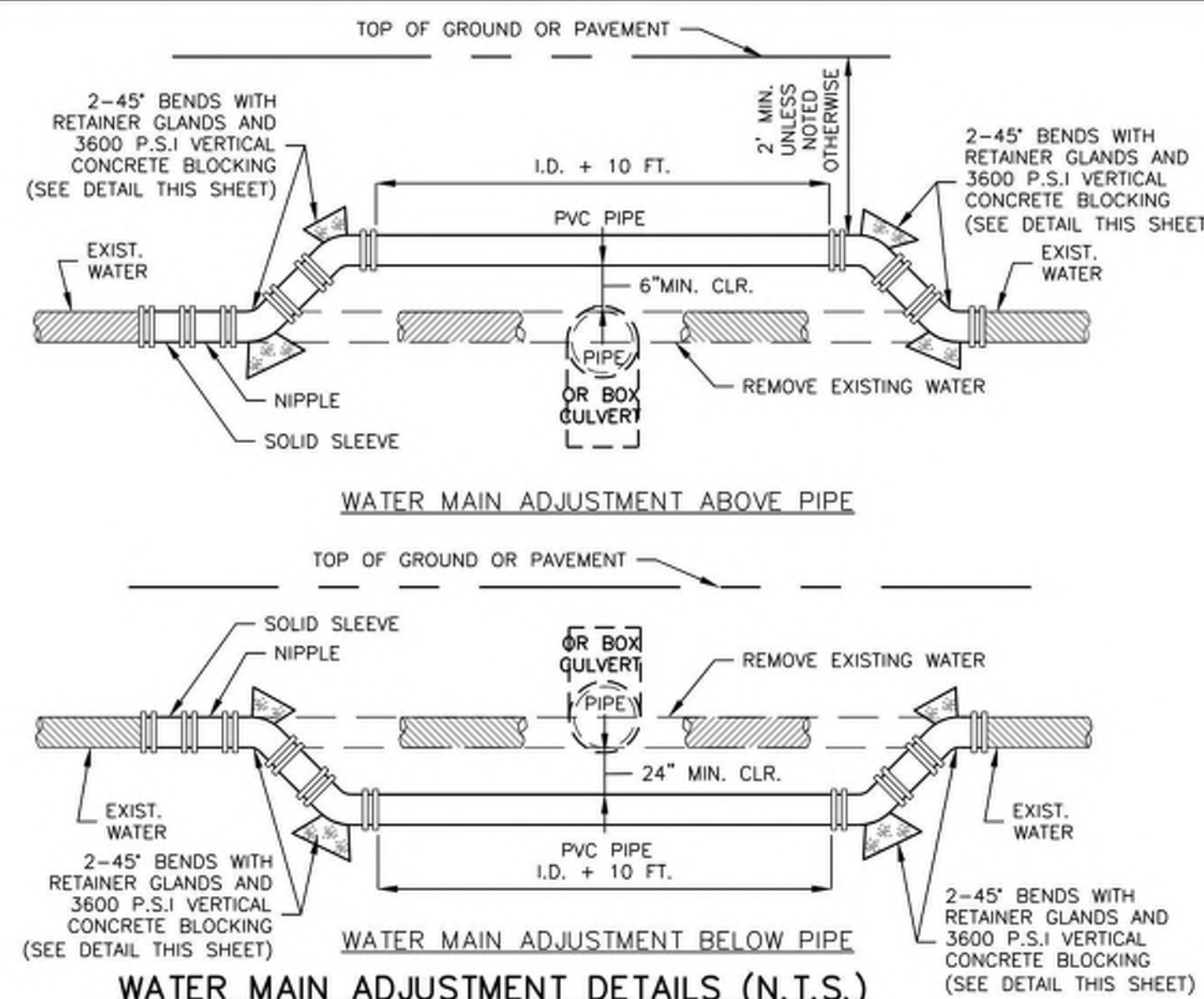
PAVEMENT MARKERS
(REFLECTORIZED) TYPE II

- NOTES
1. GATE VALVE EXTENSION RODS SHALL BE ONE PIECE CONSISTING OF 304 STAINLESS STEEL.
 2. A PERMANENTLY ATTACHED VALVE EXTENSION STEM SHALL BE REQUIRED FOR ANY VALVE WHOSE OPERATING NUT IS LOCATED IN EXCESS OF 4' BELOW THE TOP OF THE VALVE BOX. THIS EXTENSIONS SHALL BRING THIS VALVE OPERATING NUT TO 12" TO 24" OF FINISH GRADE. VALVES TO USE EXTENSION RECOMMENDED BY MANUFACTURER.

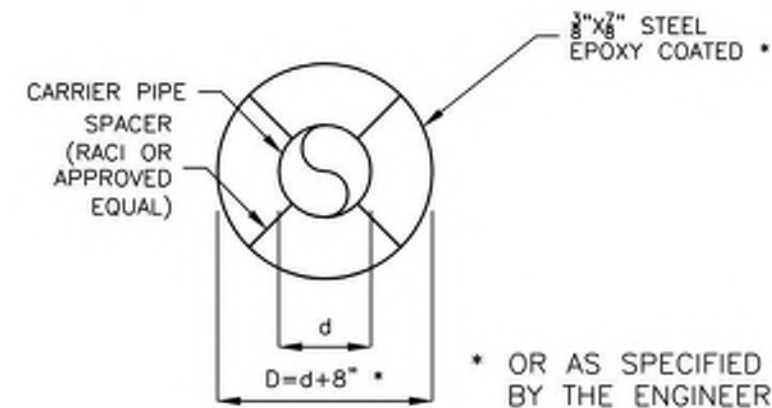
GATE VALVE EXTENSION STEM
(N.T.S.)



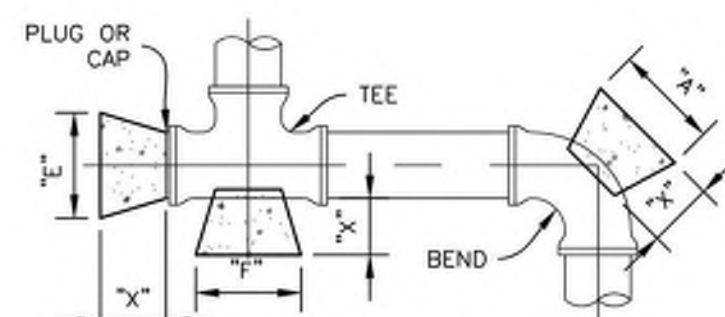
TYPICAL GATE VALVE SETTING AND BOX
(N.T.S.)



WATER MAIN ADJUSTMENT DETAILS (N.T.S.)



STEEL PIPE ENCASEMENT DETAIL(N.T.S.)

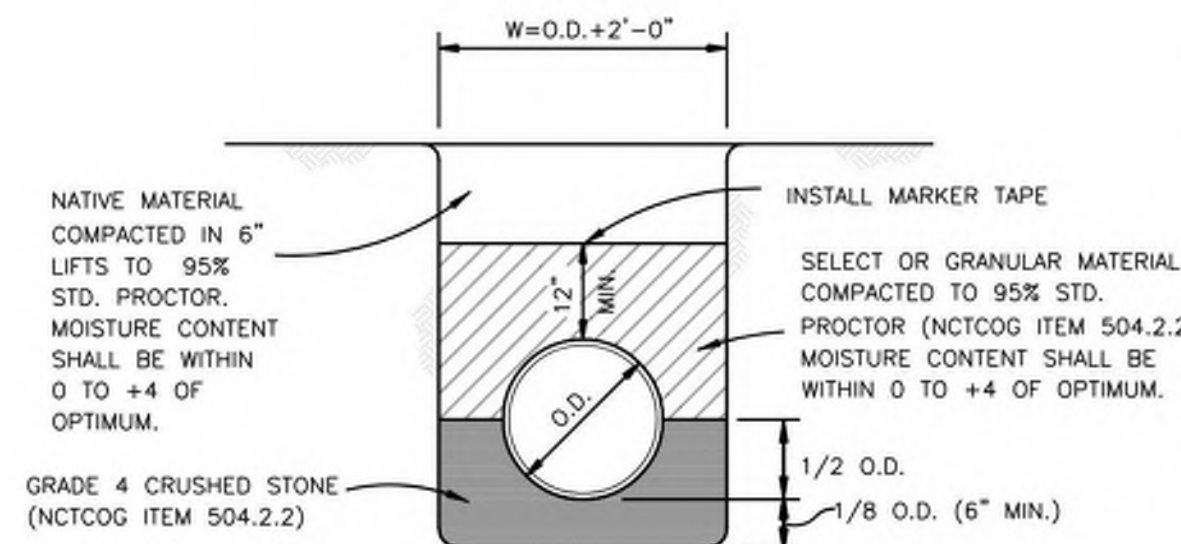


PIPE SIZE	X DIA. FT.	11.25"		22.5"		45"		90"		TEE & PLUG	
		"A"	MIN. AREA	"A"	MIN. AREA	"A"	MIN. AREA	"A"	MIN. AREA	"C"	MIN. AREA
4"	1.5	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.06	1.00	1.00
6"	1.5	1.00	1.00	1.00	1.00	1.14	1.55	2.40	3.00	2.70	3.00
8"	1.5	1.00	1.00	1.08	1.18	1.52	2.31	2.07	2.27	1.74	3.02
10"	1.5	1.00	1.00	1.35	1.84	1.90	3.61	2.58	6.66	2.17	4.71
12"	1.5	1.00	1.33	1.63	2.65	1.86	5.19	3.10	9.60	2.61	6.79
14"	1.5	1.03	1.81	1.90	3.60	2.66	7.07	3.61	13.06	3.04	9.246
16"	2.0	1.18	2.36	2.17	4.71	3.04	9.23	4.13	17.08	3.47	12.06
18"	2.0	1.38	2.99	2.44	5.96	3.42	11.69	4.65	21.91	3.97	15.27
20"	2.0	1.48	3.30	2.77	7.35	3.80	14.43	5.16	26.08	3.84	18.05
21"	2.0	1.55	4.07	2.85	8.11	3.99	15.91	5.42	29.39	4.56	20.78
24"	2.0	1.77	5.32	3.25	10.59	4.56	20.77	6.20	38.39	5.21	27.14
27"	2.5	1.99	6.73	3.66	13.40	5.13	26.29	6.97	48.58	5.86	34.35
30"	2.5	2.22	8.31	4.07	16.55	5.70	32.46	7.74	59.98	6.51	42.41
33"	2.5	2.44	10.06	4.47	20.02	6.27	39.28	8.52	72.57	7.16	51.31
36"	2.7	2.98	12.98	5.38	25.38	7.35	48.84	10.16	94.67	8.19	61.07
39"	3.0	2.88	14.05	5.29	27.97	7.41	54.86	10.07	101.36	8.47	71.68
42"	3.0	3.10	16.30	5.69	32.43	7.98	63.62	10.85	117.56	9.12	83.13

HORIZONTAL THRUST BLOCK NOTES:

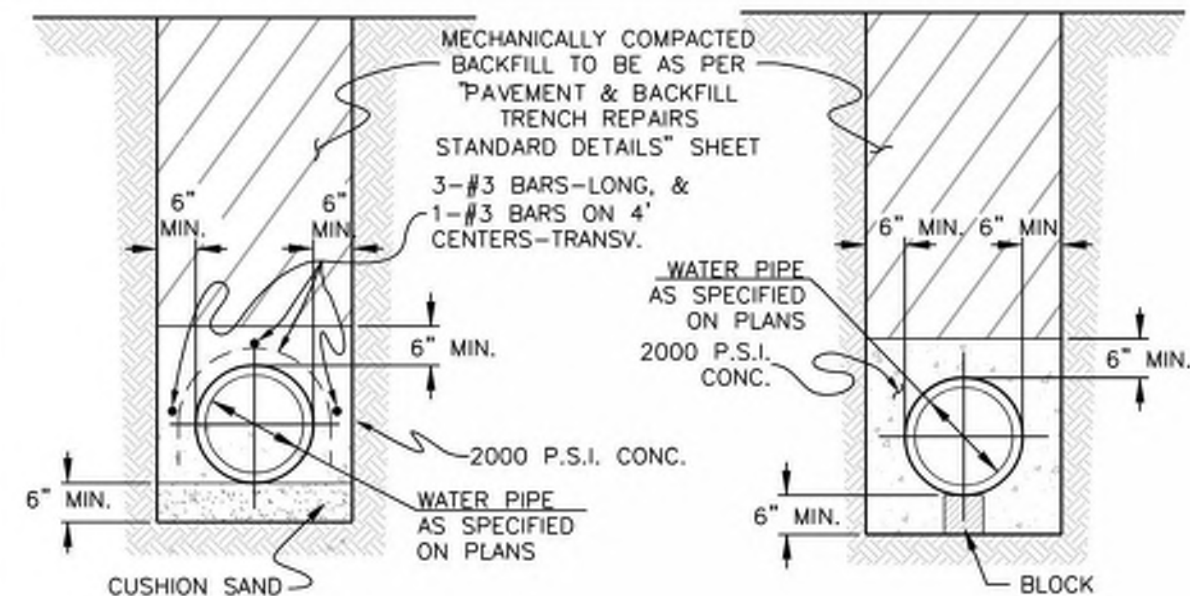
- RETAINER GLANDS OR OTHER RESTRAINING DEVICES MAY BE REQUIRED AS NEEDED.
1. ALL CALCULATIONS ARE BASED ON A WATER LINE PRESSURE OF 150 p.s.i. AND AN ALLOWABLE SOIL BEARING VALUE OF 2,500 POUNDS PER SQUARE FOOT.
 2. 3600 PSI CONCRETE SHALL BE USED FOR ALL BLOCKING.
 3. THE MINIMUM VERTICAL DIMENSIONS OF ALL BLOCKING SHALL BE 1.5 TIMES THE PIPE DIAMETER WITH AT LEAST 0.75 TIMES THE PIPE DIAMETER EXTENDING BOTH ABOVE AND BELOW THE PIPE CENTERLINE. THIS DIMENSION DETERMINES THE "X" DIMENSION FOR 11-1/4" BENDS.
 4. FOR 22-1/2", 45", 90", TEES AND PLUGS, THE VERTICAL DIMENSION SHALL BE EQUAL TO THE HORIZONTAL DIMENSION SHOWN TO PRODUCE THE REQUIRED MINIMUM AREA.
 5. ALL MINIMUM AREAS ARE IN SQUARE FEET.

DIMENSIONS OF CONCRETE FOR HORIZONTAL THRUST
CONCRETE BLOCKING AT FITTINGS (N.T.S.)

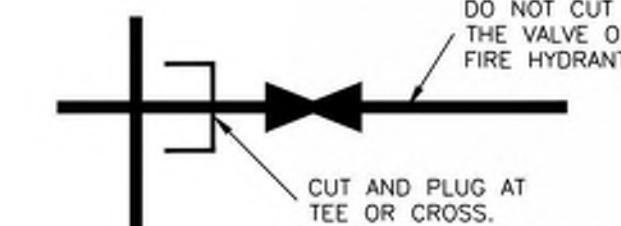


PIPE EMBEDMENT DETAIL - CLASS B+ EMBEDMENT

N.T.S.



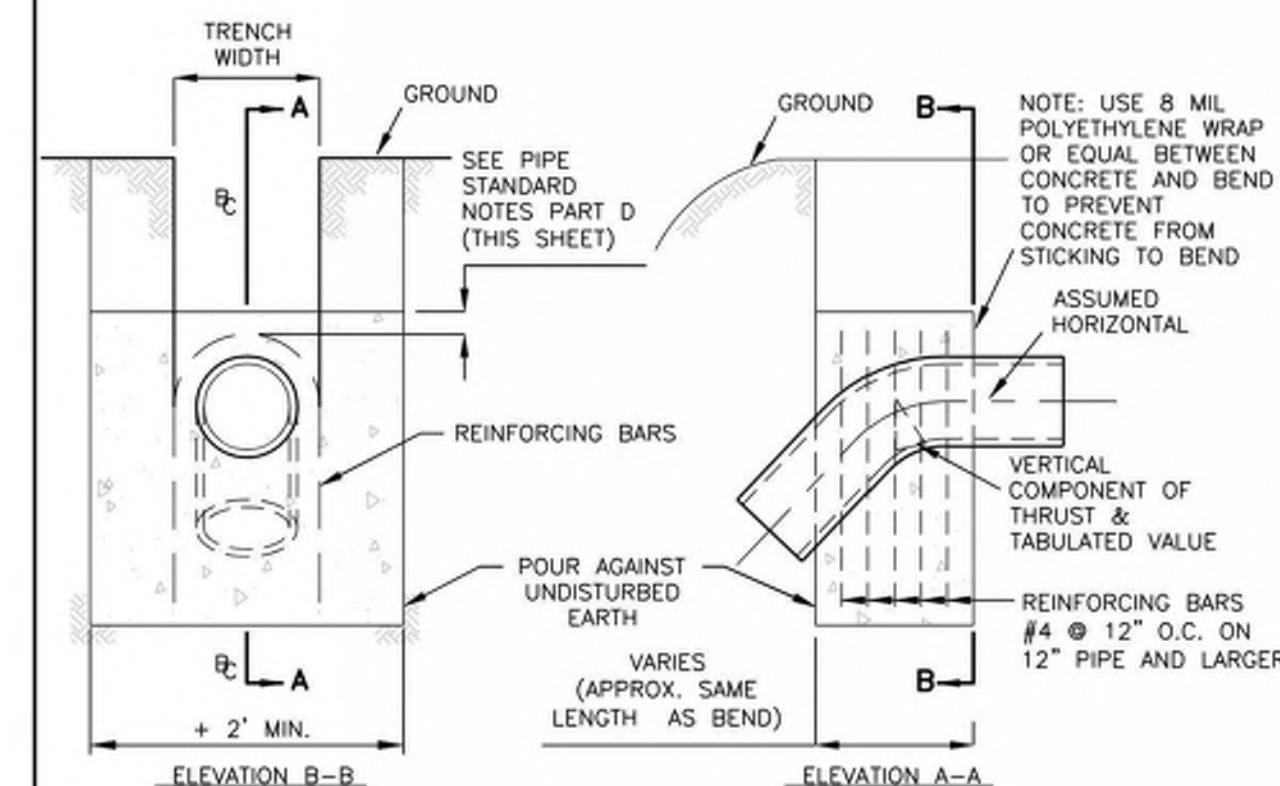
CAP DETAIL (N.T.S.)



ENCASEMENT DETAIL (N.T.S.)

1. TEES SHALL BE STRAIGHT PIPED WITH MJ SLEEVES.
2. CUT AND PLUG AT A TEE OR CROSS FITTING.
3. PLUG CAN BE USED AS LONG AS THE CROSS IS MJ OR FLANGED.
4. IF PUSH-ON FITTING IS FOUND, THE CROSS SHALL BE REMOVED AND PIPED WITH PROPER MJ FITTINGS.

CUT AND PLUG FOR ABANDONED WATER LINES, VALVES, AND FIRE HYDRANTS



Δ	11.25°			22.50°			30°			45°			67.50°			90°		
I.D. (IN)	THRUST	VOL. C.Y.	THRU	THRUST	VOL. C.Y.	THRU	THRUST	VOL. C.Y.	THRU	THRUST	VOL. C.Y.	THRU	THRUST	VOL. C.Y.	THRU	THRUST	VOL. C.Y.	THRU
4.6 (8)	1.0	0.5	2.0	1.0	0.5	2.5	1.3	3.6	1.8	4.6	2.3	6.0						
10.12	2.2	1.1	4.3	2.2	5.7	2.8	8.0	4.0	10.5	5.2	11.5							
16.18	5.0	2.5	9.7	4.9	12.7	6.4	18.0	9.0	23.5	11.8	25.5	12						
20	6.1	3.1	12.0	6.0	15.7	7.9	22.2	11.1	29.2	14.5	31.4	15						
24	8.2	4.4	17.3	8.7	22.6	11.3	32.0	16.0	41.8	20.9	45.5	22						
30	10.5	5.2	20.1	10.1	26.5	13.3	37.5	18.8	49.0	24.5	53.1	26						
36	14.9	7.5	29.2	14.6	38.2	19.1	54.0	27.0	70.5	35.3	76.4	38						
40	20.2	10.1	39.8	19.9	52.0	25.9	73.5	36.7	94.0	47.0	104.0	50						
48	26.5	13.2	51.6	26.3	69.3	34.9	96.0	48.0	126.0	62.7	136.0	65						
54	33.5	16.8	65.7	32.9	85.9	42.9	122.0	61.0	159.0	79.4	172.0	85						
60	41.4	20.7	81.2	40.6	106.0	53.0	150.0	75.0	196.0	98.0	212.0	106						
66	50.1	25.0	98.2	49.1	128.0	64.2	182.0	90.7	237.0	119.0	257.0	128						
72	59.8	29.8	117.0	58.4	153.0	76.3	216.0	108.0	282.0	141.0	305.0	153						
84	69.9	35.0	137.0	68.6	179.0	90.0	254.0	127.0	331.0	166.0	358.0	179						
96	81.4	40.5	159.0	79.5	205.0	102.0	294.0	147.0	384.0	194.0	419.0	208						
108	93.2	46.3	183.0	91.3	232.0	116.0	337.0	169.0	434.0	221.0	470.0	239						
106	106.0	53.0	208.0	104.0	272.0	136.0	382.0	192.0	500.0	250.0	543.0	272						

VERTICAL THRUST BLOCK NOTES:

- | | |
|---|---|
| 1. ALL CALCULATIONS ARE BASED ON INTERNAL PRESSURE OF 200 P.S.I. FOR 24" I.D. PIPE AND SMALLER AND 150 P.S.I. ON 30" I.D. AND LARGER. | 3. WALL THICKNESS (T) ASSUMED HERE FOR PLASTIMATING PUTGES ONLY |
| 2. VOLUMES OF VERTICAL BEND THRUST BLOCKS ARE NET VOLUMES OF CONCRETE TO BE FURNISHED. THE CORRESPONDING WEIGHT OF CONCRETE IS GIVEN. WEIGHT IS GREATER THAN THE VERTICAL COMPONENT OF THRUST | 4. CONCRETE FOR BLOCKING SHALL BE 3600 P.S.I. CONCRETE. |
| | 5. DIMENSIONS MAY BE VARIED AS REQUIRED BY FIELD CONDITIONS WHERE AND AS DIRECTED BY THE ENGINEER. THE VOLUME OF CONCRETE BLOCKING SHALL NOT BE LESS THAN SHOWN HERE. |

DIMENSIONS OF CONCRETE FOR VERTICAL
THRUST BLOCKS AT FITTINGS (N.T.S.)

- GENERAL NOTES:**
- A. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF GLENN HEIGHTS WHICH HAS ALSO ADOPTED THE FOURTH EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION - NORTH CENTRAL TEXAS" HEREIN REFERRED TO AS "N.C.T.C.O.G." SPECIFICATIONS. COPIES MAY BE OBTAINED FROM THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, 816 W. FLAGG DRIVE, SUITE 400, ARLINGTON TEXAS 76010-6888, (817) 646-3300. THESE SPECIFICATIONS ARE ALSO AVAILABLE AT WWW.PUBLICWORKS.DFWMPO.COM
 - B. PLEASE ALSO REFER TO N.C.T.C.O.G. ITEM 501, 502, 503, 504, 505 & 509 SPECIFICATIONS.
 - C. WHERE SPECIFIED NAME BRANDS ARE INDICATED, PRODUCTS OF EQUAL OR BETTER MAY BE CONSIDERED FOR APPROVAL UPON SUBMITTAL OF ALL SUPPORTING DATA TO THE CITY ENGINEER FOR REVIEW.
 - D. THE CONTRACTOR SHALL PROVIDE FOR TEMPORARY "3" COLD MIX ASPHALTIC CONCRETE AS PER N.C.T.C.O.G. ITEM 303.2 TO BE PLACED OVER ALL VEHICULAR TRAVELED AREAS UNTIL THE FINAL REPAIR IMPROVEMENTS ARE MADE.
 - E. ALL VALVES, VALVE STACKS AND COVERS ON ABANDONED WATER MAINS SHALL BE REMOVED COMPLETELY; SURFACE SHALL BE REPAIRED TO MATCH EXISTING.
 - F. CONTRACTOR SHALL CONTACT STREETS DEPARTMENT FOR THE REMOVAL OF CITY SIGNS IN RIGHT-OF-WAY.

1. WATER MAINS UP TO 12" DIAMETER SHALL BE POLYVINYL CHLORIDE PVC DR18 C900 (CLASS 150), OR DR14 C900 (CLASS 200). WATER MAINS GREATER THAN 12" IN DIAMETER MAY BE ONE OF THE FOLLOWING:
1. REINFORCED CONCRETE CYLINDER PIPE (RCCP) C303 PRESSURE CLASS 150 OR GREATER AS SPECIFIED BY THE ENGINEER.
 2. PVC PIPE SHALL BE DR18 C900 (CLASS 235) OR AS APPROVED BY THE ENGINEER.
 3. PVC PIPE SHALL NOT BE USED FOR MAINS GREATER THAN 24" IN DIAMETER.
- C. EMBEDMENT:
1. EMBEDMENT SHALL BE AS PER THE "PIPE EMBEDMENT DETAIL" ON THIS SHEET UNLESS SPECIFIED OTHERWISE BY THE ENGINEER.
 2. FOR PIPE SIZES LARGER THAN 12", MINIMUM EMBEDMENT SHALL BE 1/4"-3/4" CRUSHED STONE 6" BELOW PIPE TO 6" ABOVE PIPE UNLESS SPECIFIED OTHERWISE BY THE ENGINEER.
- D. COVER DEPTHS FOLLOWING MINIMUM COVERS OVER WATERLINES ARE REQUIRED:
1. 42" OF COVER OVER WATER LINES 8" IN DIAMETER OR LESS
 2. 48" OF COVER OVER WATER LINES 12" IN DIAMETER.
 3. 60" TO 72" OF COVER OVER WATER LINES LARGER THAN 12" IN DIAMETER. NOTE: WATER MAINS BURIED

- with over 72" of cover shall be approved by the city engineer.
- E. STORAGE: PVC WATER PIPE IS ALLOWED TO BE STORED A MAXIMUM OF SIX (6) MONTHS WITHOUT COVER. THEREAFTER ALL PIPE SHALL BE COVERED OR KEPT AWAY FROM SUNLIGHT AND SHALL BE PROTECTED FROM OTHER ELEMENTS.
- F. INSTALLATION:
1. BLUE PVC WATER PIPE IS ACCEPTABLE FOR THE INSTALLATION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSTALL THE PIPE IN A WAY THAT THE WRITING ON THE PIPE IS INSTALLED ON THE SIDE UP AND IS READABLE FROM THE TOP OF THE DITCH.
 2. ALL WATER MAINS, VALVES, FITTINGS, ETC. MADE WITH DUCTILE IRON OR FERROUS METAL SHALL BE WRAPPED WITH 8 MIL POLYWRAP.
 3. BELL ENDS OF THE PIPE SHALL BE REMOVED WHEN USED IN M/T FITTING.
 4. CASINGS: WHEN BELL DURING PIPE IS INSTALLED IN CASING, SKIDS MUST BE USED TO PREVENT DAMAGE TO THE PIPE AND BELL. WATER INSTALLATION, PVC PIPE SHOULD NOT REST ON THE BELLS. PLASTIC SPACERS SUCH AS RAD4 OR APPROVED EQUAL SHALL BE USED.
 5. MINIMUM CUT AT LEAST 10' MINUS (20 FEET MIN.) OF PIPE AT ALL STUB OUTS. NO SERVICES SHALL BE LOCATED ON THE STUB OUT.
 6. PLACE PIPE WITH LETTERING FACING UP (ON TOP OF PIPE)
 7. MAXIMUM PIPE DEFLECTION SHALL BE AS RECOMMENDED BY MANUFACTURER.
 8. DUCTILE IRON PIPE WHEN SPECIFIED BY THE ENGINEER SHALL HAVE CEMENT-MORTAR LINING PER AWWA C900 SPECIFICATIONS AND SHALL BE OF A MINIMUM THICKNESS CLASS 51 OR GREATER AND HAVE A MINIMUM 8 MILS POLYWRAP.

- FITTINGS:**
- A. THE CONTRACTOR MAY USE CAST IRON OR DUCTILE IRON FITTINGS, COMPLETE WITH EPOXY COATING AND 8 MIL (MIN) POLYMAP.
 - B. ALL FITTINGS SHALL BE BLOODED AS PER DETAILS ON THIS SHEET.
 - C. ALL FITTINGS SHALL BE B1 UNLESS SPECIFIED OTHERWISE. PVC FITTINGS ARE NOT ALLOWED.
 - D. PLEASE ALSO REFER TO N.C.T.C.O. IRON PIPE S101 SPECIFICATIONS.
 - E. ALL BONDS, TIES AND PLUGS SHALL HAVE A MINIMUM 1/2" GAP.
 - F. USE AWWA C110 DUCTILE IRON FITTINGS FOR SIZES 3"-48" IN DIAMETER AND AWWA C153 FOR DUCTILE IRON COMPACT FITTINGS FOR SIZES 3"-16" IN DIAMETER.
 - G. DUCTILE IRON INTEGRAL RESTRAINED JOINT FITTINGS ARE PERMISSIBLE FOR PVC AND DUCTILE IRON PIPE SIZES 4"-12" IN DIAMETER. NOTE: COMPLETE BLOODED IS NOT REQUIRED WITH THESE FITTINGS.
 - H. ALL CAST IRON AND CAST IRON FITTINGS SHALL BE MANUFACTURED IN THE UNITED STATES.
 - I. POLYMAP SADDLES WITH 8 MIL POLYMAP.
- VALVES:**
- A. VALVES INSTALLED ON WATER LINES 12" IN DIAMETER OR LESS SHALL BE VERTICAL GATE VALVES.
 - B. VALVES INSTALLED ON WATER LINES LARGER THAN 12" IN DIAMETER SHALL BE DIRECT BURY BUTTERFLY VALVES WITH A VALVE BOX. PLEASE NOTE THAT SPECIAL FITTINGS SHALL BE INSTALLED TO ALLOW POLY-PIPING OF NEW INSTALLATIONS, COST INCIDENTAL TO PROJECT OVERALL.
 - C. BUTTERFLY VALVES SHALL CONFORM TO AWWA C504 STANDARDS LATEST REVISION.
 - D. BUTTERFLY VALVES SHALL BE MULLER, CLOUT, PRATT, HARRIS OR APPROVED EQUAL.
 - E. ALL GATE VALVES SHALL HAVE NON-RISING STEMS AND RESILIENT SEATED WEED.
 - F. ALL VALVES AND FIRE HYDRANTS SHALL BE IN LINE WITH THE PROPERTY LINE, WHERE POSSIBLE.
 - G. ALL VALVE LOCATIONS SHALL BE MARKED WITH "V" STAMPED OR CUT ON THE CURB.
 - H. PLEASE REFER TO THE DETAILS ON THIS SHEET FOR THE N.C.T.C.O. IRON 502.6 SPECIFICATIONS.
 - I. ALL SUB-OUT VALVES TO HAVE A MINIMUM 20" JOINT OF PIPE.
 - J. ALL VALVES TO BE FLANGED VALVES OR ANCHOR COUPE TO TIE WHERE APPLICABLE.

- TESTING:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:
 - a. PURSUING BY USING THE "POLY-PUMP" METHOD TO ENTER AND EXIT AT APPROVED STRATEGIC LOCATIONS AND AS PER N.C.T.C.O.G. ITEM 506.7.3.1 SPECIFICATIONS, TO INCLUDE ALL EQUIPMENT, MATERIAL, FITNESS, AND LABOR.
 - b. HYDROSTATIC TEST AS PER GENERAL NOTES SHEETS, GN-01 - GN 04, FOR TESTING REQUIREMENTS FOR WATER.
 2. THE CONTRACTOR WILL FLUSH AND STERILIZE LINES AND PERFORM BACTERIOLOGICAL TESTS AS DIRECTED BY THE CITY INSPECTOR AND TO PROVIDE LINES TO BE FREE OF COLIFORM ORGANISMS.
 3. ALL TEMPORARY TEST POINTS TO HAVE CORPORATION STOPS AT THE MAIN.
 4. ALL TEMPORARY TESTING & CHLORINATION POINTS AND ASSOCIATED CORPORATION STOPS SHALL BE REMOVED AND FLUSHED, PRIOR TO FILLING.
 5. ONE WATER SAMPLE PER EACH STREET NAME, OR AS APPROVED BY THE CITY ENGINEER.
 6. PLEASE REFER TO THE GENERAL NOTES SHEETS, GN-01 - GN 04, FOR TESTING REQUIREMENTS FOR WATER, WASTEWATER, STORM DRAIN AND PAVEMENT CONSTRUCTION.
 7. THE CONTRACTOR WILL PROVIDE BACKFILL, DENSITY AND CONCRETE TESTING FOR ALL PROJECTS UNLESS SPECIFIED OTHERWISE. ALL REPORTS SHALL BE TURNED IN TO THE INSPECTOR WITHIN FIVE (5) WORKING DAYS.

MATERIAL

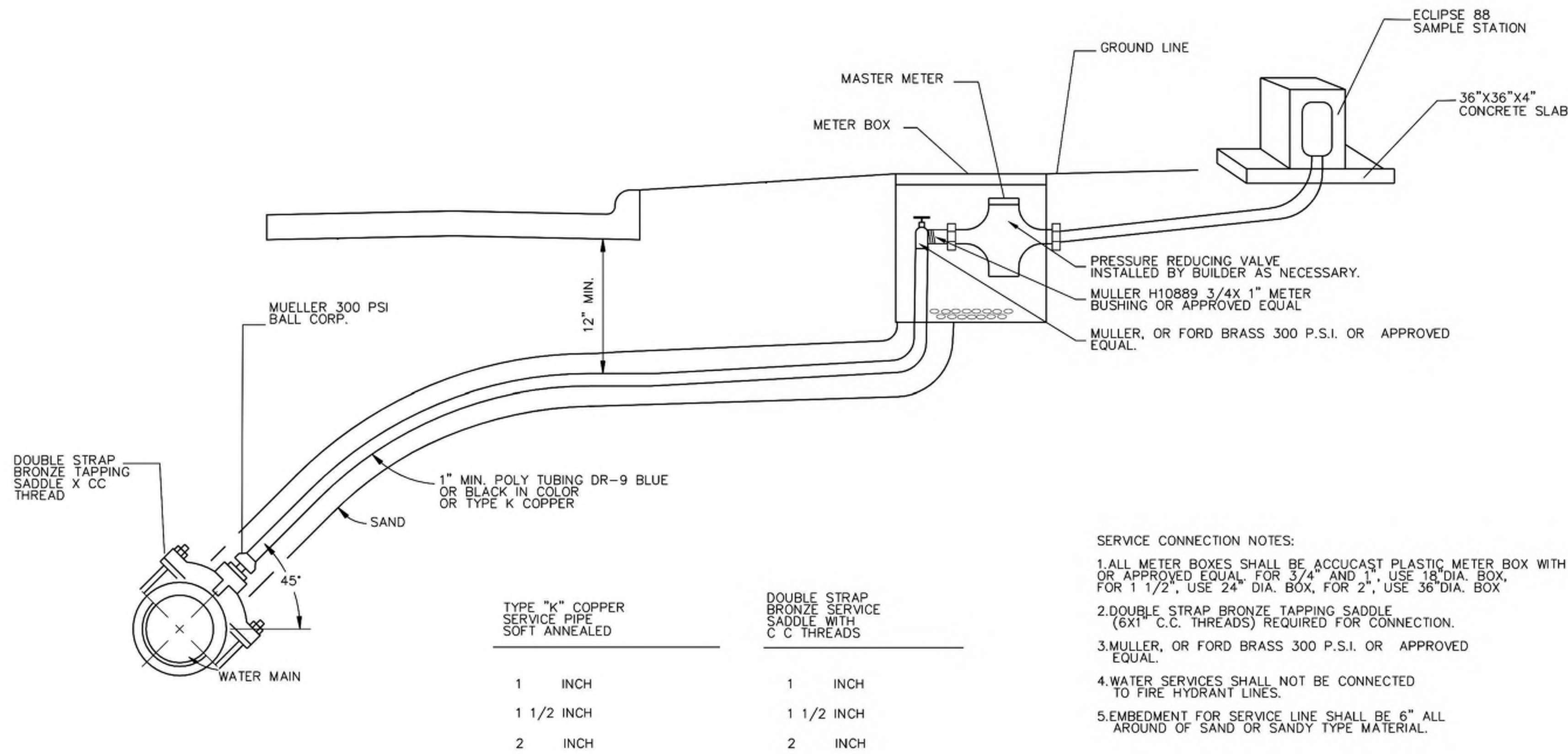
- A. ALL MATERIAL INCORPORATED IN THE CONSTRUCTION SHALL BE NEW.
PRIVATE DEVELOPMENT PROJECTS:
A. THE DEVELOPER/OWNER SHALL PROVIDE TESTING FOR ALL PROJECT UNLESS SPECIFIED OTHERWISE. ALL REPORTS SHALL BE TURNED INTO THE INSPECTOR WITHIN FIVE (5) WORKING DAYS. THE DEVELOPER/OWNER SHALL PROVIDE GEOTECHNICAL TESTING PRIOR TO CONSTRUCTION COMMENCING.

- TYPICAL WATER CURB MARKINGS**
- "V" - VALVE (WATER MAIN LINE)
 - "FHV" - FIRE HYDRANT VALVE
 - "BOV" - BLOW OFF VALVE
 - "ARV" - AIR RELEASE VALVE
 - "W" - WATER METER
 - ALL "V" MARKINGS POINT TOWARD LOCATION OF VALVE
EXAMPLE: FHV (FIRE HYDRANT VALVE BEHIND THE CURB)



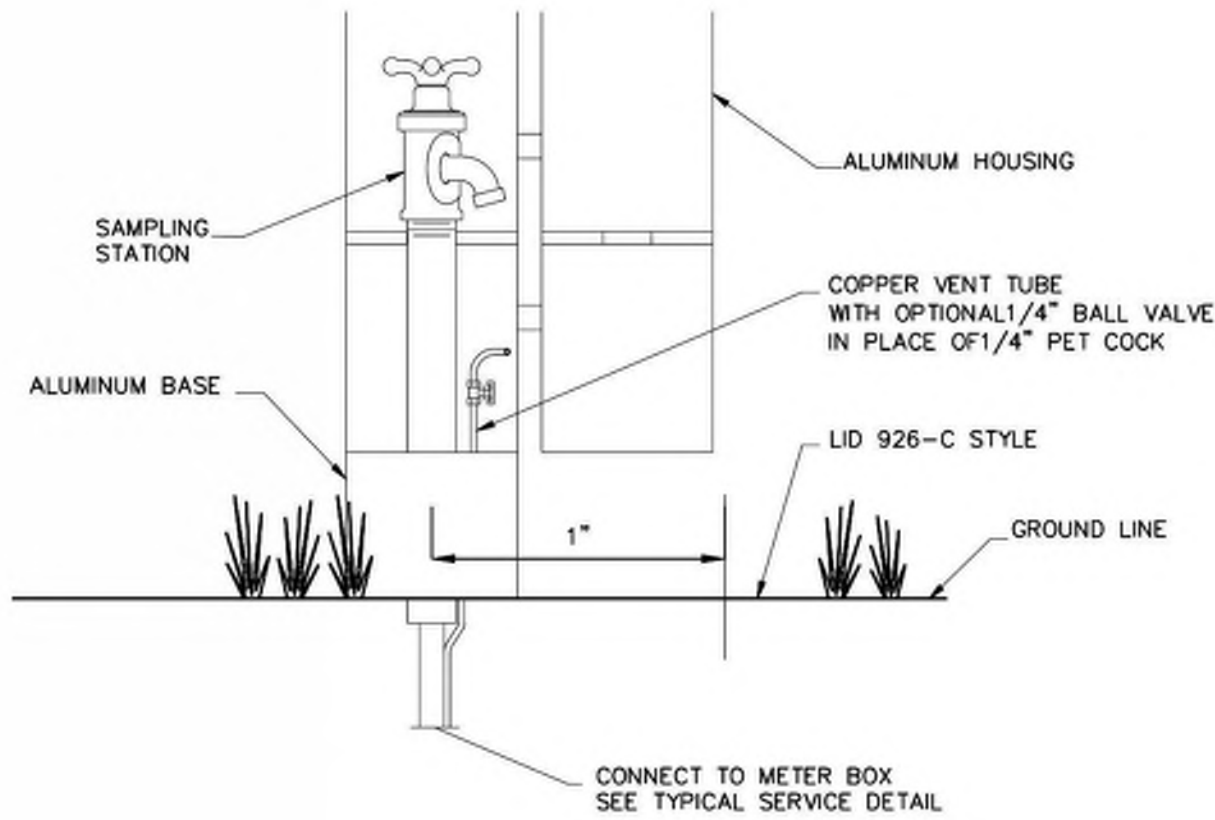
RELEASE VALVE
STANDARD DETAILS

Job No.:	Scale:	SHEET
Date: January 2024	HORIZ: 1" = NONE VERT: 1" = NONE	
Dwn By: PRP	CAD FILE:	
Chkd By: PRP		
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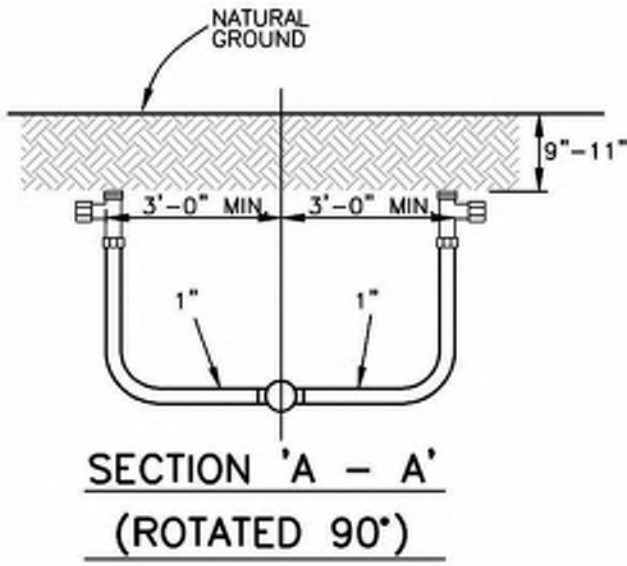
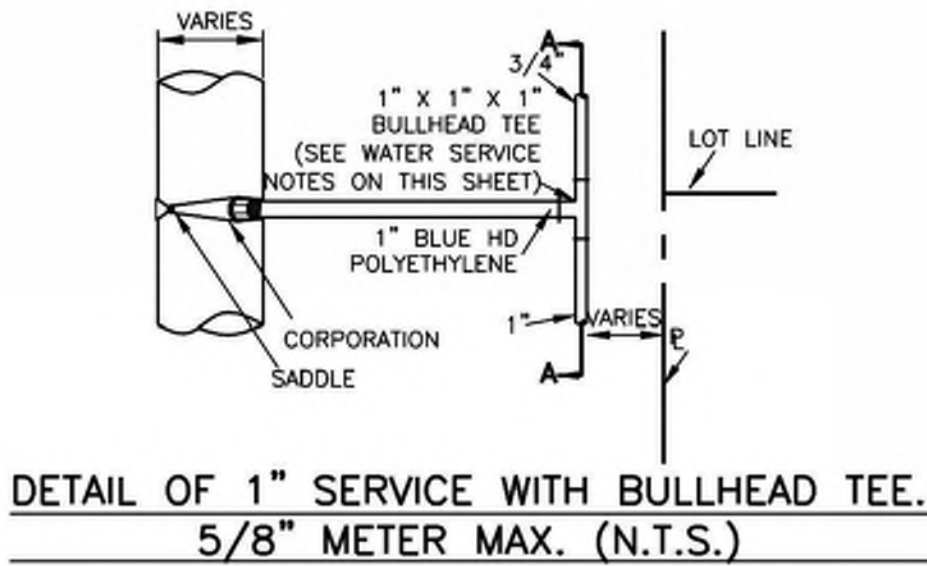
TYPICAL SERVICE CONNECTION WITH METER BOX

- NOTES:
1. PROPOSED PIPING & FITTINGS ARE SYMMETRIC ABOUT CENTER OF PROP. SAN. SEW. OR ST. SEW. PIPE AND SHALL RETAIN TEST PRESSURES.
 2. CROSSING OF SANITARY SEWER SHALL BE IN ACCORDANCE WITH TCEQ REQUIREMENTS.
 3. SAN. SEWER SHALL BE DR. 26 PRESSURE RATED PIPE 10' EACH DIRECTION FROM CENTER LINE OF CROSSING.
 4. MEGALUGS SHALL BE USED ON ALL FITTINGS AND ANCHOR ALL BENDS.
 5. ALL BENDS MUST BE SUPPORTED BY 3600 P.S.I. CONCRETE THRUST BLOCK.



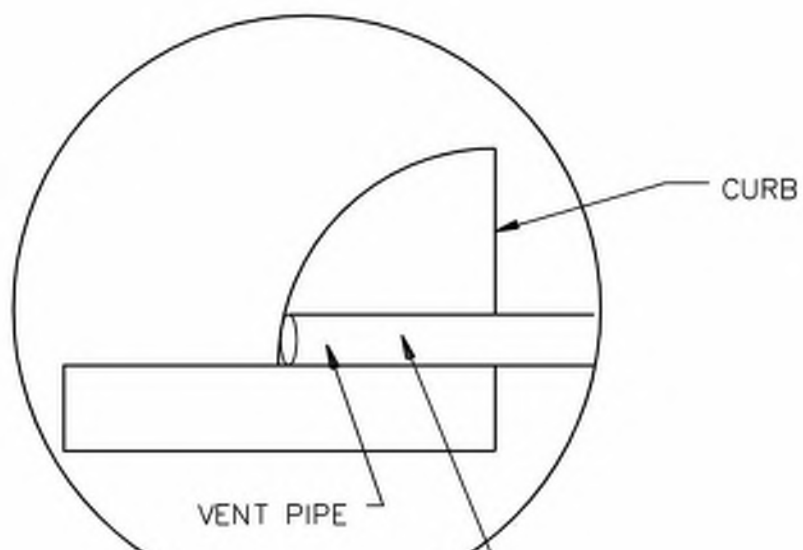
- NOTE:
1. SAMPLING STATIONS SHALL BE 1.0' BURY, WITH A 3/4" FIP INLET AND A (3/4" HOSE OR UNTHREADED) NOZZLE.
 2. ALL STATIONS SHALL BE ENCLOSED IN A LOCKABLE, NONREMOVABLE ALUMINUM-CAST HOUSING.
 3. WHEN OPENED, THE STATION SHALL REQUIRE NO KEY FOR OPERATION AND THE WATER WILL FLOW IN AN ALL BRASS WATERWAY.
 4. ALL WORKING PARTS WILL ALSO BE OF BRASS AND BE REMOVABLE FROM ABOVE GROUND WITH NO DIGGING. EXTERIOR PIPING SHALL BE GALVANIZED STEEL (BRASS PIPE ALSO AVAILABLE).
 5. A COPPER VENT TUBE WILL ENABLE EACH STATION TO BE PUMPED FREE OF STANDING WATER TO PREVENT FREEZING AND TO MINIMIZE BACTERIA GROWTH.
 6. ECLIPSE NO. 88 SAMPLING STATION SHALL BE MANUFACTURED BY KUPFERLE FOUNDRY, ST. LOUIS, MO. 63102. OR APPROVED EQUAL.
 7. ALL PIPING TO BE BRONZE, NOT GALVANIZED.

ECLIPSE NO. 88 SAMPLING STATION



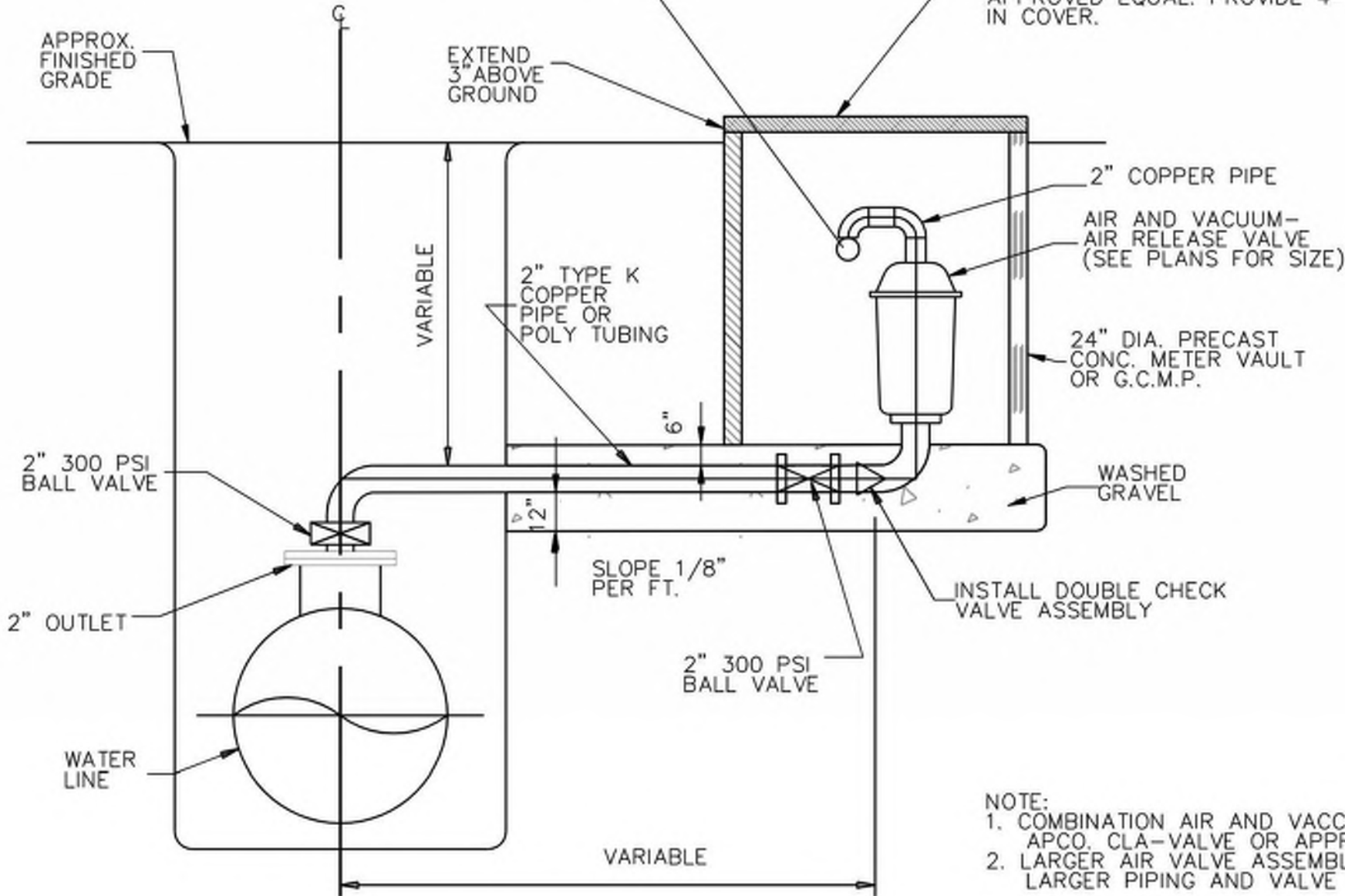
RELEASE VALVE
STANDARD DETAILS

Job No.:	Scale:	SHEET OF
Date: January 2024	HORZ: 1" = NONE VERT: 1" = NONE	
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Chkd By: PRP		



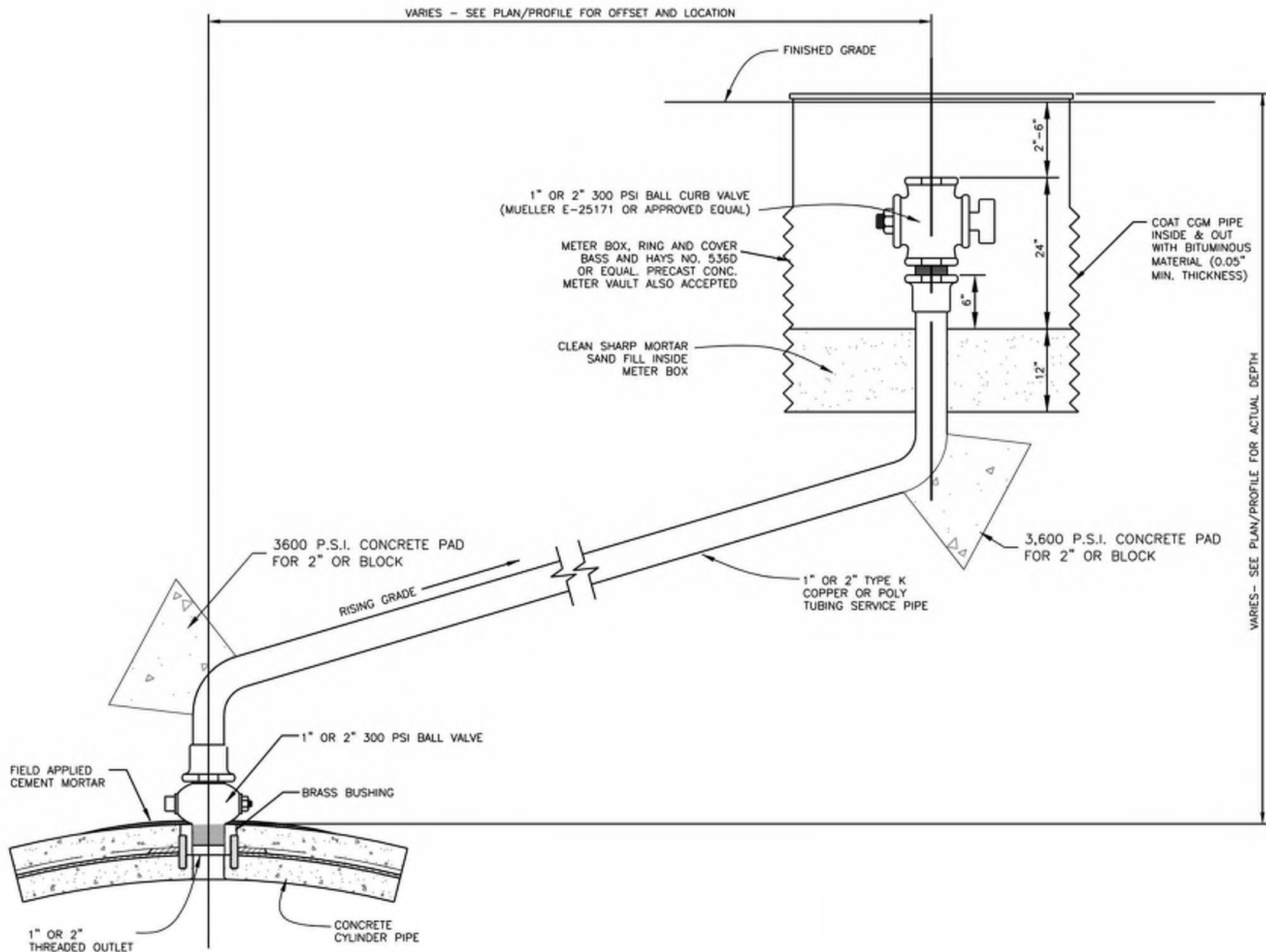
VENT TO OUTSIDE OF BOX AND RUN LINE THROUGH STREET CURB

STD. CAST IRON METER LID LOCK TYPE COVER AND FRAME, TEXAS SPECIAL OR APPROVED EQUAL, PROVIDE 4-1" DIA. HOLES IN COVER.



NOTE:
1. COMBINATION AIR AND VACCUM-AIR RELEASE APCO, CLA-VALVE OR APPROVED EQUAL
2. LARGER AIR VALVE ASSEMBLY WILL REQUIRE LARGER PIPING AND VALVE (SEE PLANS).

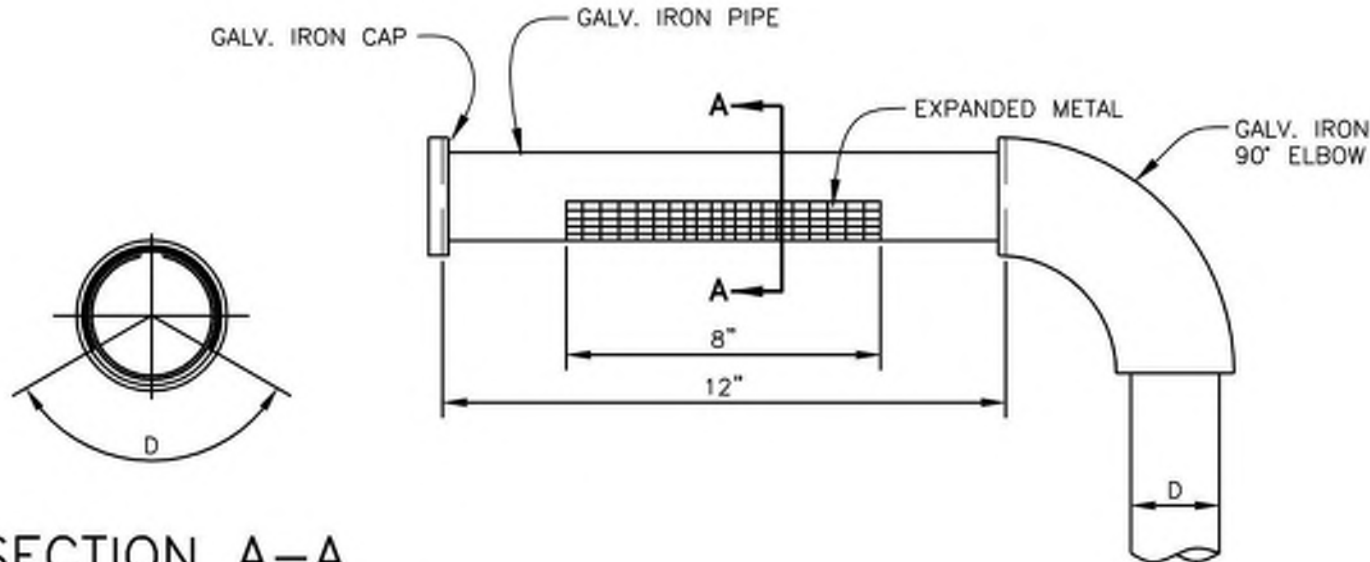
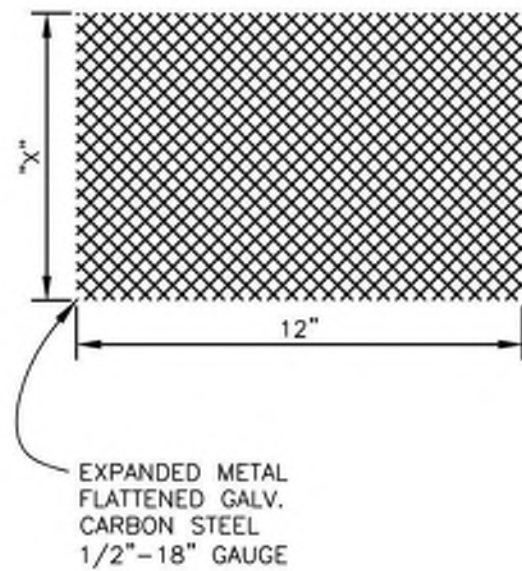
AIR AND VACUUM - AIR RELEASE VALVE INSTALLATION



MANUALLY OPERATED FLUSH POINT

(SIZES DESIGNATED ON PLANS)
NOT TO SCALE

NOTE: EXPANDED METAL PIPE SHALL BE TACK WELDED



SECTION A-A

DETAIL "A"

NOT TO SCALE

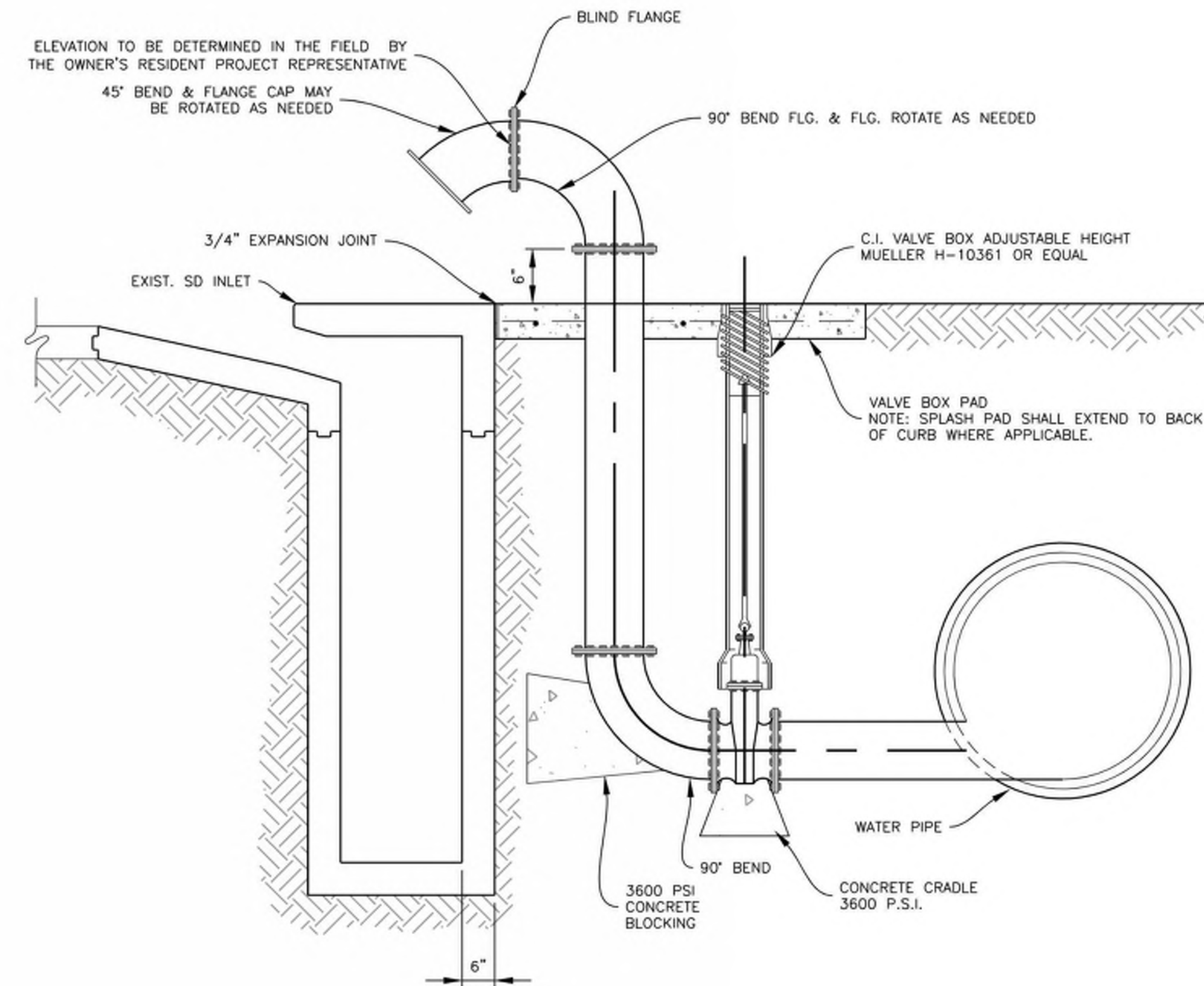
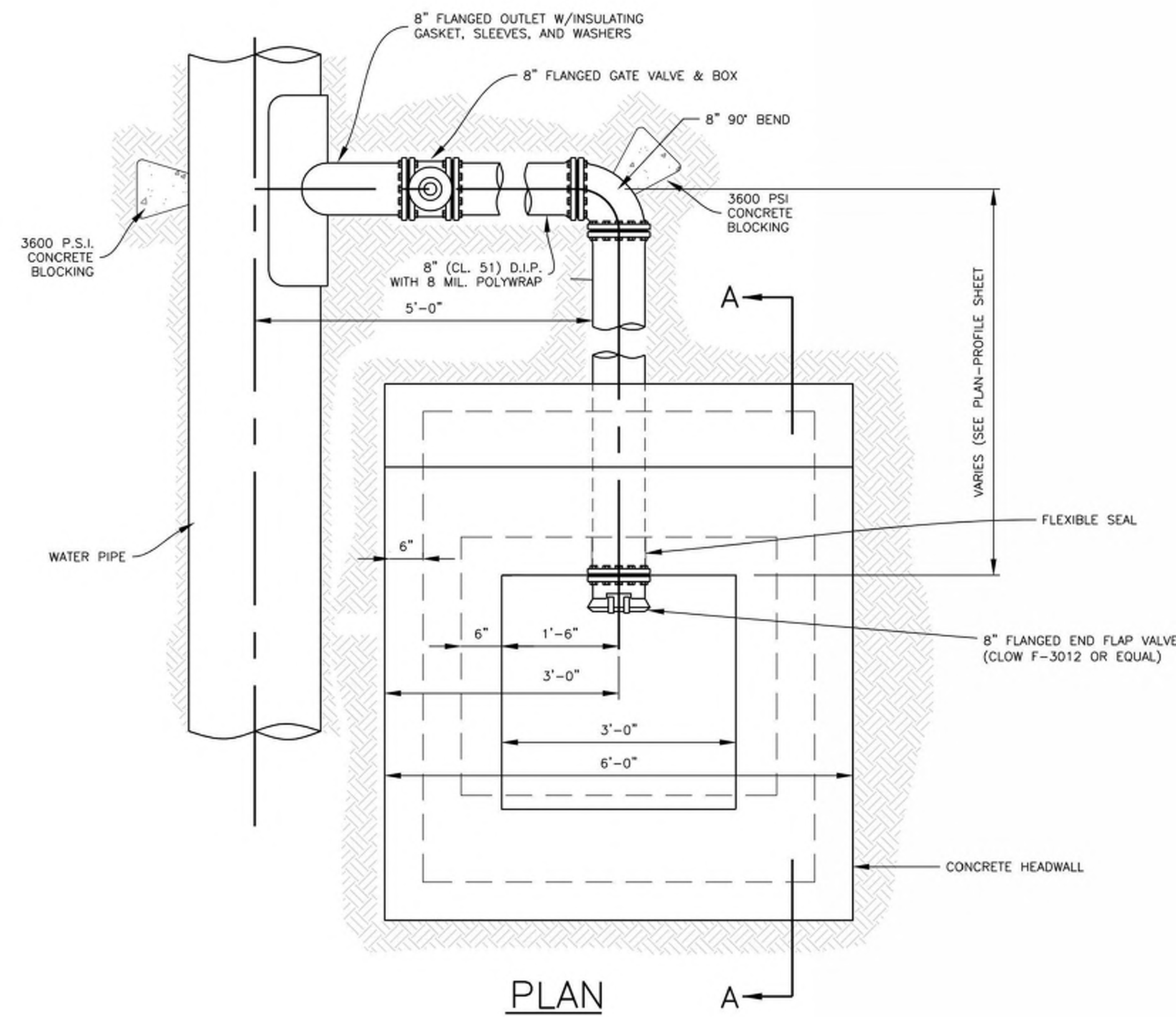
GENERAL NOTES:

- GENERAL:
- (A) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF GLENN HEIGHTS, WHICH HAS ALSO ADOPTED THE FOURTH EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION - NORTH CENTRAL TEXAS" HEREIN REFERRED TO AS "N.C.T.C.O.G." SPECIFICATIONS. COPIES MAY BE OBTAINED FROM THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, 616 SIX FLAGS DRIVE, SUITE 200, ARLINGTON, TEXAS 76005-5888. (817) 640-3300. THESE SPECIFICATIONS ARE ALSO AVAILABLE AT WWW.PUBLICWORKS.DFWINFO.COM
- (B) PLEASE ALSO REFER TO THE DETAILS ON THIS SHEET AND N.C.T.C.O.G. ITEM 502 SPECIFICATIONS.
- (C) AIR AND VACUUM RELEASE VALVES FOR WASTEWATER APPLICATIONS SHALL BE MADE OF NON-CORROSIVE MATERIAL.
- (D) ALL UTILITY DITCH LINES WITHIN CITY R.O.W. OR EASEMENT SHALL BE TESTED AT A FREQUENCY OF ONE DENSITY PER 6"-8" LIFTS (NOT TO EXCEED 12") AT STAGGERED 100' INTERVALS. ALL LATERALS OR SERVICES SHALL HAVE A MINIMUM OF ONE DENSITY TEST PER FOOT OF LIFT. THE INSPECTOR SHALL HAVE THE RIGHT TO REQUEST ADDITIONAL RANDOM TESTS AS HE/SHE DEEMS NECESSARY.
- (E) ALL MATERIAL INCORPORATED IN THE CONSTRUCTION SHALL BE NEW.
- (F) ALL DUCTILE IRON SHALL BE CLASS S1 AND POLYWRAPPED.
- (G) CONTRACTOR SHALL CONTACT STREETS DEPARTMENT FOR THE REMOVAL OF CITY SIGNS IN RIGHT-OF-WAY.
- (H) SERVICE CONNECTION FOR AIR AND VACUUM RELEASE OR MANUALLY OPERATED FLUSH POINTS SHALL BE K COPPER TUBING. HD POLYETHYLENE IS NOT ALLOWED.

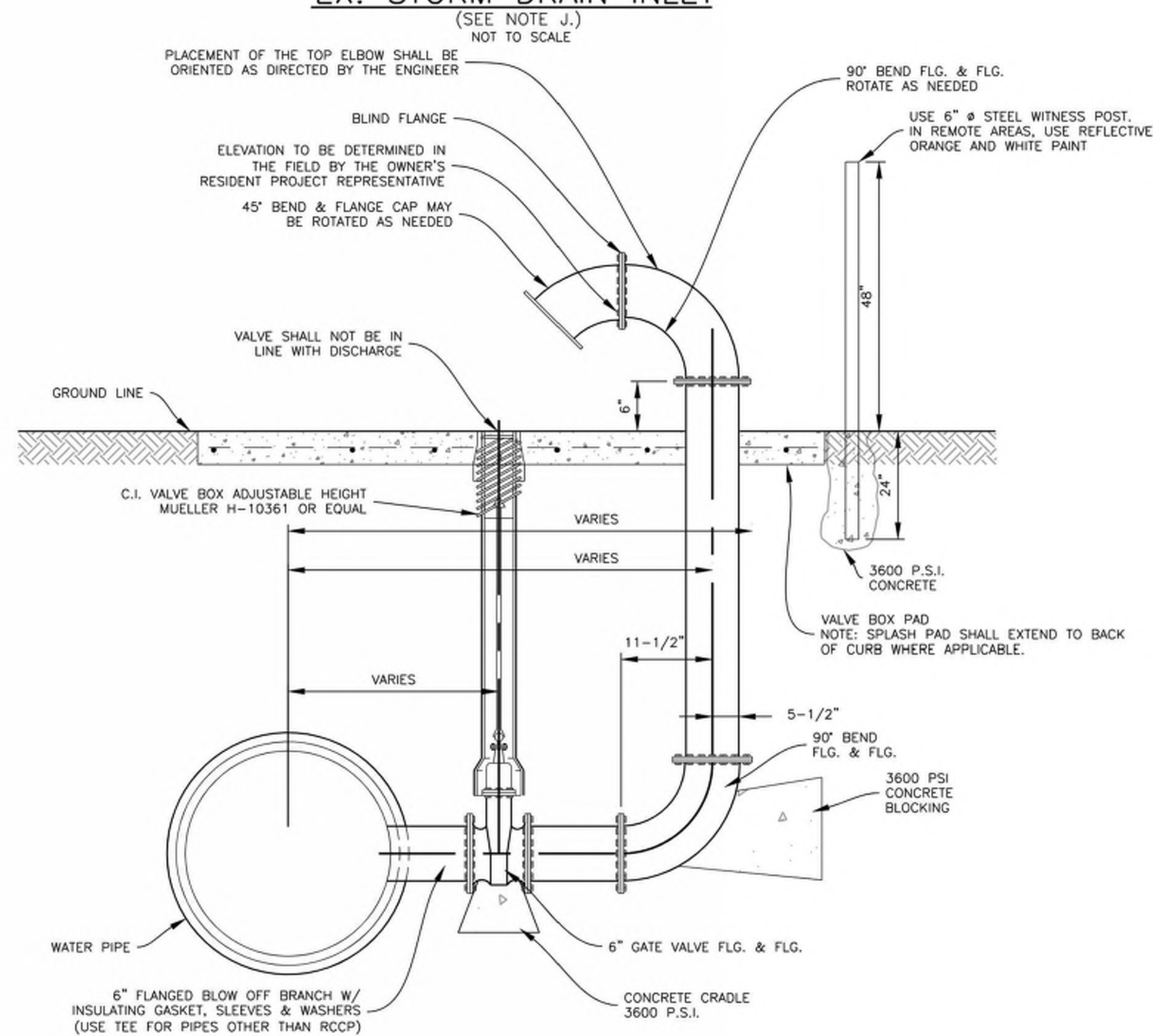


RELEASE VALVE STANDARD DETAILS

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Date: January 2024	HORZ: 1" = NONE VERT: 1" = NONE	
Dwn By: PRP	CAD FILE:	
Chkd By: PRP		

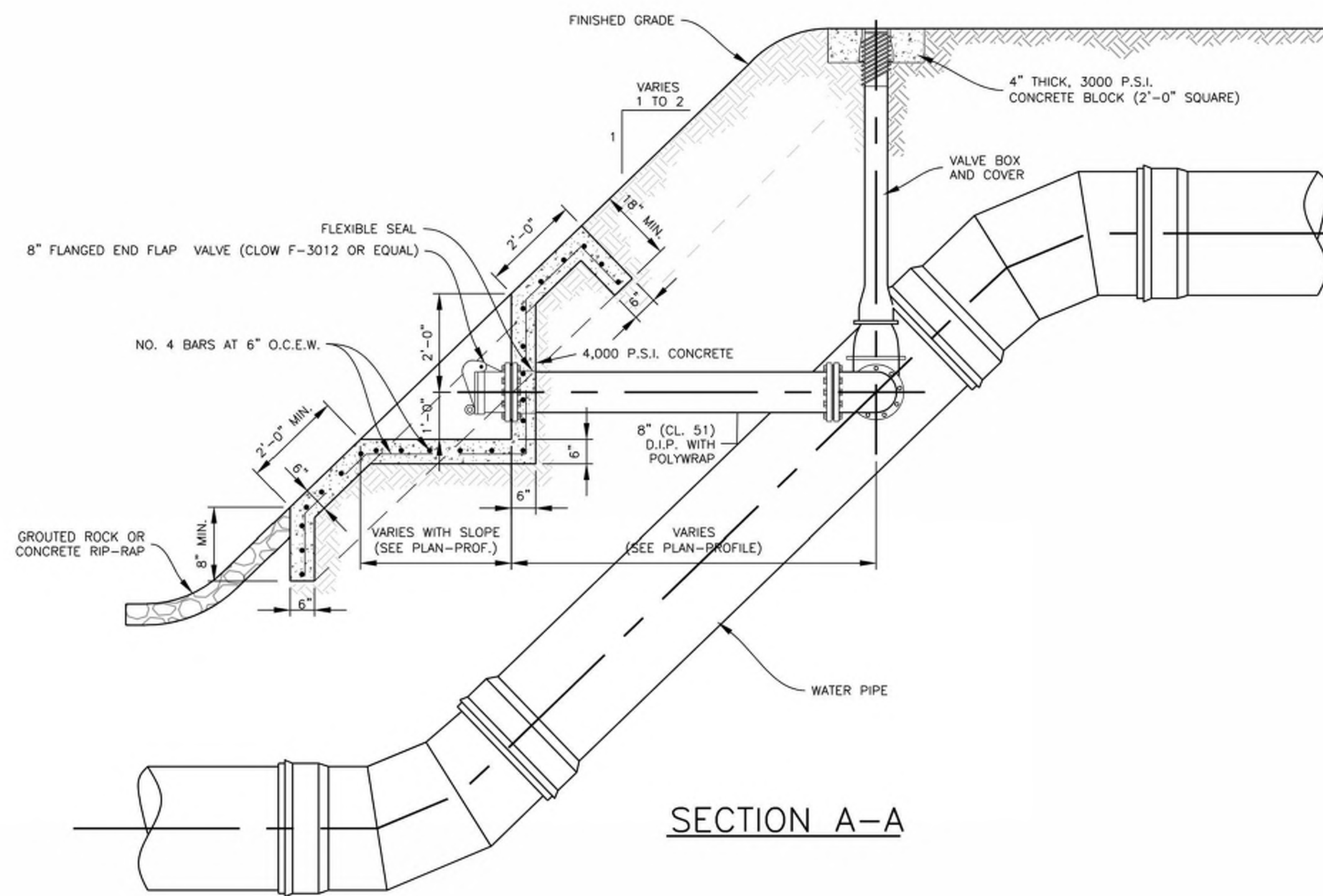


BLOW-OFF VALVE CONNECTION AT EX. STORM DRAIN INLET



IRON PIPE BLOW-OFF DETAIL

NOT TO SCALE



IRON PIPE BLOW-OFF DETAIL

NOT TO SCALE

GENERAL:

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF GLEN HEIGHTS WHICH HAS ALSO ADOPTED THE FOURTH EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION - NORTH CENTRAL TEXAS" HEREIN REFERRED TO AS "N.C.T.C.O.G." SPECIFICATIONS. COPIES MAY BE OBTAINED FROM THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, 616 SIX FLAGS DRIVE, SUITE 200, ARLINGTON, TEXAS 76005-5888. (817)640-3300. THESE SPECIFICATIONS ARE ALSO AVAILABLE AT WWW.PUBLICWORKS.DFWINFO.COM
- ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE CLASS 51, AND POLYWRAPPED.
- PLEASE ALSO REFER TO THE "WATER STANDARD DETAIL" SHEET FOR VALVE AND BLOCKING AND TESTING SPECIFICATIONS.
- PLEASE ALSO REFER TO THE DETAILS ON THIS SHEET AND N.C.T.C.O.G. ITEM 502 SPECIFICATIONS.
- SOIL TESTING TECHNICIAN MUST PROVIDE WRITTEN PROOF OF 18-24 MONTHS OF RELATED FIELD EXPERIENCE.
- ALL UTILITY DITCH LINES WITHIN CITY R.O.W. OR EASEMENT SHALL BE TESTED AT A FREQUENCY OF ONE DENSITY PER 6"-8" LIFTS (NOT TO EXCEED 12") AT STAGGERED 100' INTERVALS. ALL LATERALS OR SERVICES SHALL HAVE A MINIMUM OF ONE DENSITY TEST PER FOOT OF LIFT. THE INSPECTOR SHALL HAVE THE RIGHT TO REQUEST ADDITIONAL RANDOM TESTS AS HE/SHE DEEMS NECESSARY.
- ALL MATERIAL INCORPORATED IN THE CONSTRUCTION SHALL BE NEW.
- CONTRACTOR SHALL CONTACT STREETS DEPARTMENT FOR THE REMOVAL OF CITY SIGNS IN RIGHT-OF-WAY.
- ALL NEW WATER BLOW-OFF ASSEMBLIES WITHIN FIFTY FEET FROM THE NEAREST STORM DRAIN INLET BE SHALL INSTALLED AT THE INLET AS PER DETAILS ON THIS SHEET.
- WATER BLOW-OFFS SHALL NOT BE INSTALLED IN SIDEWALKS.



RELEASE VALVE STANDARD DETAILS

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Dwn By: PRP	CAD FILE:	OF
Chkd By: PRP		

CITY OF GLENN HEIGHTS
FY 23/24 LIN DELL ESTATES WATER DISTRIBUTION UPSIZING

				Name:		Canary Construction		QKB, Inc.	
				Address:		802 N. Kealy Ave., Suite 101		444 E. FM 1382 #D	
				City, ST, ZIP		Lewisville, TX 75057		Cedar Hill, TX 75104	
Item No.	Description	Bid Quantity	Unit	Unit Price	Unit Total	Unit Price	Unit Total		
1	8" water main w/ fittings, trenching, embedment, backfilling, and surface restoration (Open Cut / Bore.)This item includes providing a temporary water supply to the residents during the construction.	1,775	LF	\$ 120.00	\$ 213,000.00	\$ 105.00	\$ 186,375.00		
2	8" water main w/ fittings, trenching, embedment, backfilling, and surface restoration (Bore.)This item includes providing a temporary water supply to the residents during the construction.	400	LF	\$ 260.00	\$ 104,000.00	\$ 105.00	\$ 42,000.00		
3	8" Gate valve and box	17	EA	\$ 2,500.00	\$ 42,500.00	\$ 2,475.00	\$ 42,075.00		
4	Fire hydrant assembly with 6" PVC lead, all fittings, Gate Valve, installation, and painting per City of Glenn Heights Requirements:	5	EA	\$ 14,000.00	\$ 70,000.00	\$ 10,500.00	\$ 52,500.00		
5	1" residential water service connection w/ ¾" U-Branch to water main (short side / same side as water main):	10	EA	\$ 4,000.00	\$ 40,000.00	\$ 2,750.00	\$ 27,500.00		
6	1" residential water service connection w/ ¾" U-Branch to water main (long side/crossing roadway):	6	EA	\$ 4,500.00	\$ 27,000.00	\$ 3,450.00	\$ 20,700.00		
7	Cut, remove, and replace concrete driveway complete in place: (Not applicable for Bore.)*	10	EA	\$ 3,500.00	\$ 35,000.00	\$ 2,500.00	\$ 25,000.00		
8	Cut, remove, and replace the asphalt driveway completely in place (if applicable) (Not applicable for Bore)	5	EA	\$ 3,500.00	\$ 17,500.00	\$ 2,300.00	\$ 11,500.00		
9	Sawcut, remove, and replace existing asphalt pavement (5 feet-wide strip) (Not applicable for Bore.)	100	LF	\$ 125.00	\$ 12,500.00	\$ 500.00	\$ 50,000.00		
10	Trench excavation safety and support: (Not applicable for Bore.)	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 2,000.00	\$ 2,000.00		
11	SWPPP, erosion, and siltation control:	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 12,000.00	\$ 12,000.00		
12	Traffic control and warning devices and implementation:	1	LS	\$ 15,500.00	\$ 15,500.00	\$ 11,000.00	\$ 11,000.00		
13	Block sodding: (If Needed. Up to)	1,000	SF	\$ 2.00	\$ 2,000.00	\$ 2.50	\$ 2,500.00		
14	Irrigation Allowance (If needed With approval from the City)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		
15	Mobilization :	1	LS	\$ 27,500.00	\$ 27,500.00	\$ 4,250.00	\$ 4,250.00		
16	Disposal of Heavy Chlorinated Water Main Flushing Water :	1	LS	\$ 950.00	\$ 950.00	\$ 500.00	\$ 500.00		
17	¾" Residnetial water service connection to water meter meter :	1	LS	\$ 3,200.00	\$ 3,200.00	\$ 75.00	\$ 75.00		
GRAND TOTALS					\$ 632,650.00		\$ 499,975.00		

A2. CONSTRUCTION CONTRACT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is made and entered into on _____, 202____, by and between the City of Glenn Heights, Texas (hereinafter referred to as "Owner" or "City of Glenn Heights," or "City") and QKB, Inc (hereinafter referred to as "Contractor"). In consideration of the mutual covenants hereinafter set forth, the Owner and Contractor agree as follows:

Article I. Work

The Contractor shall perform all of the work as specified in the Contract Documents. The work is generally described as follows:

Construction of approximately 2100 Linear feet of 8" water line per plans and specification provided by the city. (Includes all the labor, equipment, material and potential removal of excess dirt.

Plans and Specifications are prepared by: Parviz R Pourazizian P.E., (City Engineer)

The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price. All extra work shall be performed as specified or indicated in the Contract Documents; and, at the Contractor's own cost and expense, the Contractor shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the Owner. The Contractor shall always and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work and shall ensure that all Subcontractors observe and comply with said laws, ordinances and regulations.

Article II. Contract Documents

The Contract Documents consist of: this written agreement setting forth the work to be performed; the Standard Specifications of the Public Works Construction Standards, North Central Texas, Fifth Edition, published by the North Central Texas Council of Governments, as amended (the "COG Standard Specifications"); the General Conditions; advertisement, if any; instructions to bidders, if any; Contractor's proposal; addendum; specifications, including the general, special, and technical conditions, specifications, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials thereof; the bonds; the City of Glenn Heights Standard Details and Specifications, as amended; and any additional documents incorporated by reference. These form the Contract Documents, and all are as fully a part of the Contract as if attached to this agreement or repeated herein. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract. The Contract Documents may only be altered, amended or modified as provided in the General Provisions.

Article III. Contract Time

The Contractor shall perform and complete all the items of work listed and referred to in the Contract Documents within 120 calendar days. If the Contract is an annual agreement involving task/work orders, all items of work shall be completed promptly unless otherwise specified in the task/work order. The timely completion of all work, and compliance with all work schedules are material terms of this

contract and all limitations of time set forth herein are material and are of the essence of this Contract.

Date of Commencement and Substantial Completion. The date of commencement of the Work shall be the date set forth in the Owner's Notice to Proceed. Work shall commence within ten (10) days of the date set forth therein. The Contractor shall achieve substantial completion within the number of calendar days set forth herein. "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required. Final completion, described as the full completion of all Work following final inspection and certification by the Engineer that the Work is complete and in full accordance with the Contract Documents, shall be achieved no more than 30 days after substantial completion, unless otherwise extended by agreement of the parties.

Article IV. Contract Price

The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein, the fixed sum of Four Hundred Ninety-Nine Nine Hundred Seventy-Five and no/100 (\$499,975.00). The sum set forth in this Article constitutes the Contract Price which shall not be modified except by written Change Order as provided in the Contract Documents. The Owner shall pay the Contractor for completion of the work in accordance with the Contract Documents using current funds. Such payments shall be subject to the General and Special Specifications to the Contract, as contained in the Contract Documents.

Article V. Debts

The Owner may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to Owner from Contractor, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to Owner has been reduced to judgment by a court.

Article VI. Debarment and Suspension

In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies. If during the contract period the contractor or its principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the Contractor or principal shall immediately inform the City of Glenn Heights. For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of Glenn Heights of any violations of this section by subcontractors to the contract. The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

Article VII. Anti-Boycott Provisions

Energy Boycott. In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Contractor verifies Contractor does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance,

incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

Firearms. In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Contractor verifies Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

Critical Infrastructure. In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Contractor represents that neither Contractor nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

Anti-Boycott Israel Verification. In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Contractor verifies that Contractor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Contractor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Contractor represents that neither Contractor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

Article VIII. Miscellaneous Provisions

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the COG Standards (Division 100). No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents. Either party’s failure to enforce or insist on performance of any term shall not be a waiver of that party’s right to enforce the same or other terms. This Contract is governed by the laws of the State of Texas and exclusive venue for any cause of action arising under this Contract shall be in the state courts of Dallas County, Texas.

The provisions of this Contract are herein declared to be severable; if any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the Owner and Contractor.

CITY OF GLENN HEIGHTS, TEXAS

CONTRACTOR:

APPROVED:

City Manager

(Signature)

(Type/Print Name and Title):

(Street Address)

(City/State/Zip)

ATTEST:

City Secretary

GENERAL CONDITIONS

THIS CONTRACT ADOPTS THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' PUBLIC WORKS CONSTRUCTION STANDARDS, 5TH EDITION AS CONTRACT GENERAL PROVISIONS EXCEPT AS AMENDED HEREIN:

105.1.1 Priority of Contract Documents

Item 105.1.1 'Priority of Contract Documents' shall be replaced in its entirety with the following:

In case of conflict between Contract documents, priority of interpretation shall be in the following order: signed agreement (or Contract), performance and payment bonds, special specifications (or conditions), these General Provisions, specifications, advertisement for bids (or invitation to bidders, or request for proposals), proposal, project (Plan or Contract) drawings, City of Glenn Heights Standard Details, the Standard Specifications for Public Works Construction – North Central Texas (the COG Standard Specifications), other referenced specifications (including, but not limited, to the latest edition of the Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets and Bridges and the Texas Manual on Uniform Traffic Control Devices). See also Item 105.1.3 Contract Drawings and Specifications, Item 105.1.6. Errors and Corrections in Drawings and Specifications, Item 104.3. Disputed Work and Claims for Additional Compensation, and Item 105.7. Owner's Representatives.

It shall be the responsibility of the Contractor to become familiar with the referenced specifications and details. In the event the Contractor discovers a discrepancy between specifications, the Contractor shall notify the Owner, in writing, and request clarification. When in conflict, the provisions of this contract shall prevail and shall be deemed controlling over the COG Standard Specifications for Public Works Construction and the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and bridges.

Whenever, in these Specifications or on the Plans for the work, the terms or descriptions of various qualities relative to finish workmanship, or other qualities of similar kind cannot, because of their nature, be specifically and briefly described and are customarily described in general terms, the Owner shall be the final judge as to whether or not the workmanship so described is being performed in accordance with the intent of the Plans and Specifications therefore, and the work shall be completed in accordance with his interpretation of the meaning of such words, terms or clauses.

102.1 PROPOSAL FORM

Item 102.1 shall be amended to add the following to the end:

For the purpose of bidding on the project, information including: forms, contract, bonds, plans and specifications may be obtained through Periscope S2G, periscopeholdings.com (formerly **Bidsync.com**) at no charge

102.4 PREPARATION OF PROPOSAL

Item 102.4 shall be amended to add the following to the end of the first paragraph:

A computer generated form may be submitted in lieu of the enclosed bid schedule. The form must be 8-½" x 11" in size and must be attached to the signature page of the Contract Bid Schedule. This form will be made part of the proposal and contract documents. This option is for the convenience of the Contractor, and no wording in the form shall modify or amend the wording in the contract documents. The computer form shall present each item in the order and number shown in the City of Glenn Heights Bid Schedule and shall include the following items:

Item Number
Quantity
Unit of Measure

Description
Unit Price
Extended Amount

The City of Glenn Heights Bid Summary Sheet, including labor and materials breakdown, shall be filled out in its entirety.

103.2 AWARD OF CONTRACT

Item 103.2 'Award of Contract' shall be amended to add the following to the end::

The Owner reserves the right to accept or reject any or all bids or any of the bid alternates, where applicable. The Owner reserves the right to waive informalities and irregularities. The Contract will be awarded based upon the combination of base bid and alternates most advantageous to the Owner. The Contractor must provide bids for all alternates in order for the bid package to remain complete and be considered for award.

Prior to the awarding of any contract, the Owner may require the bidders to submit a completed City of Glenn Heights Confidential Contractor Questionnaire. The Questionnaire includes, but is not limited to, references, safety record, work history, and a certified financial statement. Upon review of the completed questionnaire, the Project Engineer will determine the Contractor's eligibility for award of the Project. If the Contractor would like to review the submittal requirements stated in the City of Glenn Heights Confidential Contractor Questionnaire, it is available upon request at the office of the City Engineer.

107.22 WORKING AREA

Item 107.22 shall be amended to add the following to the end:

The Owner has provided rights-of-way or easements as shown on the plans for the purpose of construction without cost to the Contractor. The Contractor, at his expense, shall secure additional work or storage area desired by the Contractor and not provided for by the Owner. A copy of the agreement must be provided to the Owner prior to construction. It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the work.

108.2 PROSECUTION OF WORK

Item 108.2, Paragraphs 2 and 3, are deleted and replaced with the following:

Work shall be done between the hours of 7:00 AM and 6:00 PM Monday through Friday, Saturday work, if approved, shall not commence until 9:00 AM. No work shall be done on nights, Saturdays, Sundays, or regular holidays, unless written permission is given by the Owner. The owner reserves the right to suspend the Contractor's permission to work on nights, Saturdays, Sundays, or regular holidays at their discretion. No additional days will be added to the contract if the Owner chooses to suspend work on the days specified above. Requests for Saturday work must be submitted by 12:00 noon the previous Thursday.

Where the contract time is expressed as calendar days or a specific date, the concept of "working days" shall not be relevant to the Contract.

Any work done without proper inspection or materials testing is subject to removal and replacement at the direction of the Owner.

107.29 SAFETY REQUIREMENTS

Item 107.29 shall be added as follows:

The Contractor has full responsibility for the safety of workers and for all damages to personal property caused by its operations. The Contractor is responsible for following all Federal, State, and Local

Regulations and Guidelines with regards to worker and public safety. Unless otherwise indicated on the proposal, the necessary tools, equipment, procedures, etc. for following the appropriate regulations and guidelines will be considered subsidiary to other bid items.

107.30 WAGE RATE

Item 107.30 shall be added as follows:

The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Glenn Heights has adopted the US Department of Labor prevailing wage rates for Dallas County (classes TX14, TX17, TX18, TX24, TX25, TX33, TX34, TX51, & TX55), as may be amended from time to time. Detailed wage rates by class of laborer can be found at the BLS.gov website (https://www.bls.gov/oes/current/oes_4800002.htm#47-0000). The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft, or type of labor, workman, or mechanic employed in the execution of this Contract. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

109.5.1 MONTHLY ESTIMATE

Item 109.5.1, next to last sentence in the second paragraph shall be deleted and replaced with:

Payment shall be made by the owner about thirty (30) days after the receipt of the estimate from the Contractor,” shall be deleted and replaced with the following:

The Owner shall send payment to the Contractor within fifteen (15) days after the monthly estimate has been reconciled and signed by the Contractor and Owner for the amount which is owed, less required retainage and any outstanding debt due the Owner from the Contractor.

An updated construction schedule, showing completion by the contract time, on a form approved by the City, shall be submitted with the Contractor’s pay request. The revised schedule shall be dated and signed by the Contractor. If requesting payment for materials on hand, the Contractor must submit invoices, prior to payment, to the City. Failure to submit the required information may allow the Owner to withhold payment according to COG Standard Specifications for Public Works Construction Items 109.4 and 109.5.

109.5.4 FINAL PAYMENT

Item 109.5.4 “Final Payment” shall be modified to include the following requirement before final payment is made:

The Contractor shall provide to the Owner a set of As-Built plans showing all changes, modifications, deletions and additions to the plans, which have occurred during the project, as well as its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner’s property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Engineer or the Owner; consent of Surety, if any, to final payment.

103.4.1 WORKERS’ COMPENSATION

Item 103.4.1 shall be replaced in its entirety with the following:

A. Definitions:

Certificate of Coverage (“certificate”) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, as well as Persons providing services on the project, for the duration of the project.

Duration of the Project – Includes the time from the beginning of the work on the project until the Contractor’s/person’s work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“Subcontractor” in Section §406.096 of the Texas Labor Code, as amended) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, maintenance services not related to building or construction, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44), as amended for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

D. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- b. no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers’ Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44), as amended for all of its employees providing services on the project, for the duration of the project;
- b. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- c. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- d. obtain from each other person with whom it contracts, and provide to the Contractor;
 - i. a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. a new certificate of coverage showing extension of coverage, prior the end of the coverage period, if the

coverage period shown on the current certificate of coverage ends during the duration of the project;

e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

f. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project, and

g. contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within the (10) days after receipt of notice of breach from the City.

L. Notwithstanding any contrary provision contained in GS.10, a motor carrier (defined as an individual, association, corporation, or other legal entity that controls, operates, or directs the operation of one or more vehicles that transport persons or cargo over a road or highway in Texas) required to register under Section 643.051 of the Texas Transportation Code, as amended shall protect its employees by obtaining worker's compensation insurance coverage as defined under the Texas Worker's Compensation Act (Subtitle A, Title 5, Labor Code) or accidental insurance coverage in an amount fixed by the Texas Department of Transportation from a reliable insurance company or companies authorized to write such policies in Texas approved by the Texas Department of Transportation.

104.5 CONSTRUCTION CONTINGENCY

Item 104.5 shall be added as follows:

The construction contingency item, if any, shall be used at the sole discretion of the Owner to pay the Contractor for unforeseen items or additional quantities necessary to construct the project in accordance with the intent of the contract documents. No portion of the construction contingency shall be paid to the Contractor, nor shall any extra work be performed by the Contractor, without authorization from the Owner. The Owner shall retain all construction contingency moneys not used during the construction of the project.

108.8 DELAYS, EXTENSION OF TIME; LIQUIDATED DAMAGES

Item 108.8 shall be amended by adding the following before the first sentence/paragraph:

Time is of the essence. This project is to be completed in the contract time specified. The time of completion is of the essence of this contract. The COG Standard Specifications for Public Works Construction will be used to determine and apply liquidated damages; the City has made an independent determination that the daily liquidated damages are accurate and correct for this project, and that the amounts are not penalties but are instead, reasonable forecasts of the actual damages that will be sustained should the Contractor fail to achieve substantial completion and finish the Work within the time allowed. No claim shall be made by the contractor to the owner, and no damages, costs or extra compensation shall be allowed or paid by the owner to the contractor for any delay or hindrance from any cause in the progress of completion of the work for this contract and the Contractor waives and releases the Owner for any claim for back charges or damages for delay. The contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for in Section 108.8 of the COG Standard Specifications for Public Works Construction or as otherwise provided in this contract. Should the contractor be delayed by an act of the owner or the owner's representatives or employees, or should the owner order a stoppage of the work for sufficient cause, an extension of time may only be granted by the owner in accordance with Section 108.8 of the COG Standard Specifications, and by written authorization upon written application.

Item 108.8 shall be amended by adding the following to the end of the third paragraph, immediately preceding Item 108.8.1:

Weather Delays. It is anticipated that adverse weather conditions will cause delays in the progress of the Work and that those delays have been considered in the determination of the Contract Time and the Contract Price. Accordingly, unusually severe weather under Section 108.8 of the COG Standard Specifications shall not constitute an event of force majeure that justifies a delay unless the weather conditions are extreme. The Contractor may be entitled to an adjustment in Contract Time if and only if: i) extreme weather conditions prevailing at the Project site prevent work on a critical item for a period of more than three (3) days in the calendar month in which the weather event occurs, and ii) written notice of delay is given by the Contractor to Owner within not less than five (5) days after the force majeure event. Any adjustment will be limited to the number of days in the calendar month that exceed three.

105.5 MEANS AND METHODS OF CONSTRUCTION

Item 105.5 shall be amended by adding the following paragraph after the third paragraph:

Blasting. The use of explosives will not be allowed.

107.3 INDEMNIFICATION

Item 107.3 shall be replaced in its entirety with the following:

OWNER SHALL NOT BE LIABLE FOR ANY BODILY INJURY TO, OR DEATH OF ANY PERSON, LOSS OF PROFIT OR BUSINESS OPPORTUNITY, OR PROPERTY DAMAGE INCLUDING THE LOSS OF USE OF PROPERTY, ARISING FROM THE SERVICES OR WORK PROVIDED BY CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR HEREBY WAIVES AND RELEASES ALL CLAIMS AGAINST OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "OWNER") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF ANY PERSON, ARISING FROM THE CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT, THE PERFORMANCE OF THIS CONTRACT BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS AND ANY ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL EXCLUDING DAMAGE TO OR LOSS OF USE OF ANY PROPERTY, OR INJURY TO, OR DEATH OF ANY PERSON CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER.

TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE OWNER FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, SUITS, ACTIONS, EXPENSES, COSTS AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF, OR RESULTING FROM BODILY INJURY TO, OR DEATH OF A PERSON, OR PROPERTY DAMAGE, INCLUDING THE LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OF THIS CONTRACT BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS AND ANY ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, OR DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT BY CONTRACTOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, OR ANY OF

THEIR AGENTS AND EMPLOYEES, BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE CONTRACTOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ANY ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, ITS CONTRACTOR OR ANYONE FOR WHOSE ACTS THE CONTRACTOR OR SUBCONTRACTOR MAY BE LIABLE.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR, ITS SUBCONTRACTORS, ANY ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, (EXCLUDING ANY CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OWNER). WITH REGARD TO CLAIMS AGAINST ANY PARTY SEEKING INDEMNITY UNDER THIS CONTRACT WHICH ARE MADE BY AN EMPLOYEE OF THE CONTRACTOR, ITS SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED OR CONTROLLED BY THE CONTRACTOR, ITS SUBCONTRACTOR OR ANYONE FOR WHOSE ACTS THE CONTRACTOR OR SUBCONTRACTOR MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT SHALL NOT BE LIMITED BY ANY LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR, ITS SUBCONTRACTOR OR ANY OTHER EMPLOYER UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER SIMILAR EMPLOYEE BENEFIT ACTS. CONTRACTOR SHALL PROCURE LIABILITY INSURANCE COVERING CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION.

IN ADDITION TO THE INDEMNIFICATION PROVIDED ABOVE, THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY CLAIM, DAMAGE, LOSS, OR EXPENSE AND REASONABLE ATTORNEYS' FEES ARISING OUT OF OR RELATING TO ANY CLAIM AGAINST THE OWNER ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INSTRUMENTS OF SERVICE FURNISHED BY OR THROUGH THE CONTRACTOR, ITS SUBCONTRACTORS OR ITS CONSULTANTS, EXCEPT TO THE EXTENT THE INFRINGEMENT IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF THE OWNER.

IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATIONS UNDER THIS

CONTRACT, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE CONTRACTUAL OBLIGATIONS AND SHALL OPERATE TO AMEND THE OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT. SHOULD ANY PROVISION OR ANY PART OF ANY PROVISION OF THIS CONTRACT BE HELD INVALID, UNENFORCEABLE OR CONTRARY TO PUBLIC POLICY, LAW, STATUTE OR ORDINANCE, THEN THE REMAINDER OF THE PROVISION, PARAGRAPH, THIS SECTION AND/OR THIS CONTRACT SHALL NOT BE AFFECTED THEREBY AND SHALL REMAIN VALID AND FULLY ENFORCEABLE.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

THE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS CONTRACT.

THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS CONTRACT SHALL SURVIVE THE COMPLETION OR ABANDONMENT OF THE WORK OR SERVICES PROVIDED PURSUANT TO THIS CONTRACT AND THE TERMINATION OF THE CONTRACT FOR A PERIOD OF FOUR (4) YEARS.

103.4 INSURANCE

To the extent of any conflict between this section and COG Standard Specifications-Item 103.4, then this section shall prevail.

A. Contractor's Insurance Requirements.

Before contractor performs any work or delivers any material to the project, contractor shall provide owner certificates of insurance and include, as reasonably available and upon written request of the owner, complete signed copies of all policies and exclusions to owner evidencing that the insurance is in full force and effect. Contractor shall at all times and at contractor's expense be covered with liability insurance covering all work and the work of others for which it is legally liable with the following limits:

☒ Worker's Compensation (See, GS-10)	Statutory
☐ Employer's Liability	\$1,000,000
☒ Commercial General Liability, written on an Insurance Services Office occurrence form including completed operations ISO (2004 or equally as broad) including premises/operations coverage, broad form property damage coverage, products and completed operations coverage and broad form contractual liability coverage, with no subsidence or soils, foundations, or building settlement exclusions or limitations and must include a per project general aggregate	\$2 Million Per Occurrence, and \$2 Million Aggregate; \$2 Million products and completed operations Aggregate

endorsement	
☒ Auto Liability Owned, Non Owned, Hired including Broadened Pollution endorsement	\$1,000,000
☒ Umbrella	☐ \$2,000,000 ☐ \$5,000,000 ☐ \$25,000,000
☐ Professional Liability	\$5,000,000
☒ Builders Risk	Full replacement cost
☒ Contractor Pollution Liability	\$5,000,000
☐ Cyber Liability/Technology E&O	\$2,000,000

1. Statutory workers' compensation insurance and employer's liability with limits \$1 million bodily injury each accident, \$1 million bodily injury by disease each employee, \$1 million bodily injury by disease policy limit with respect to its employees in connection with this contract. Policy shall include the following extensions, if applicable: voluntary compensation, alternate employers endorsement for employee leasing/temporary employees, and waiver of subrogation in favor of City of Glenn Heights.

2. Commercial general liability limits referenced above covering claims for death or bodily injury, or damage to property and loss of use thereof, arising from or in connection with the services provided under this agreement for both ongoing operations and completed operations. The policies shall contain xcu coverage, cross liability clause, independent contractor's liability, broad named insured wording, unintentional errors and omissions and notice and knowledge of occurrence, blanket contractual liability including the indemnification set out in this agreement

3. Commercial general liability policy shall be endorsed to eliminate any exclusions or limitations to owner taking actions under the policy, including any "insured versus insured" limitation with respect to claims by or against contractor and other matters in which contractor may be an adverse party. Commercial General Liability should also eliminate any exclusion concerning care, custody, and control when city property is in their care. Additionally, contractor's commercial general liability policy, but not the umbrella or excess policy, shall include a "per project" general aggregate endorsement.

4. Automobile liability insurance in limits as stated above covering autos owned, leased, or hired by contractor or its agents, servants, or employees performing work or services in connection with this agreement. Further, Auto Liability should also eliminate any exclusion concerning care, custody, and control when city property is in their care. Auto liability insurance shall include Broadened Pollution endorsement if hauling any pollutants onto City property for any reason.

5. The insurance limits for commercial general liability or automobile liability may be provided through a combination of primary and excess policies. Excess policies shall be on a following form basis.

6. Commercial general liability, including completed operations, all business automobile liability insurance and excess or umbrella insurance, shall name the City of Glenn Heights, its officers, agents and employees as additional insureds utilizing the ISO CG 2010 04 13 and CG 2037 04 13 or equivalent. COPIES OF THESE

ENDORSEMENTS ARE TO BE ATTACHED TO PROOF OF INSURANCE PROVIDED TO THE CITY.

7. Professional liability insurance covering professional's/contractor's liability for any professional acts, errors, and omissions for which contractor is legally liable in completion of this agreement, in an amount of \$5 million each loss/\$5 million policy aggregate if applicable.
8. Contractor's pollution legal liability insurance in an amount of \$5 million each loss/\$5 million policy aggregate with the following endorsements/extensions of coverage: fungi mold, microbial matter coverage, transportation of hazardous materials, and coverage at disposal sites if applicable.

B. General requirements for all insurance policies to be maintained.

The following additional specifications shall apply to each of the policies providing any of the insurance coverages required in this exhibit.

1. No act or omission of any insurance agent or broker shall relieve contractor of any of their obligations under this exhibit.
2. Contractor shall be responsible for all deductibles of all required insurances under this section regardless of the nature of the loss. Contractor acknowledges that owner has the right, but not the obligation, to withhold payments owed to contractor as security in the event that contractor fails to provide adequate proof of satisfactory payment of any deductibles owed or expected to come due.
3. All insurance maintained by contractor and any subcontractor shall be endorsed or otherwise include a waiver of subrogation in the favor of the City.
4. Contractor shall cause such coverages called for in the contract documents to be provided on a "primary" basis, regardless of any other insurance the City may elect to purchase and maintain. Accordingly, no liability coverage maintained by the City shall be subject to an "excess," "contributory," or "pro rata" type of other insurance clause. Contractor shall not commence work under this contract until it has obtained all insurance required hereunder and acceptable certificates of insurance (or, if requested by the City in writing in lieu of a certificate, signed copies of the insurance policies when reasonably available) evidencing such insurance have been submitted and approved by owner.
5. The date of all coverages required by this exhibit shall be the effective date of the contract and include all work. The commercial general liability, completed operations liability, and umbrella/excess coverages shall remain in effect annually, maintaining all requirements as included in this agreement, for a minimum time to conform with the period of repose as set out by the State of Texas, following completion of all work by contractor. CONTINUED PROOF OF INSURANCE MUST BE PROVIDED TO THE CITY.
6. All insurance provided by contractor shall be with authorized insurance companies that have an A M Best rating of at least A-VII.
7. Each policy shall be endorsed to require the insurer to give the City at least thirty (30) days advance written notice of the insurer's intention to cancel or otherwise terminate the policy, suspend or terminate any coverage under the policy, or reduce any policy limits, increase any policy deductibles or materially alter any terms or conditions, of the policy or a renewal policy issued by the same insurer. Contractor shall likewise give the City at least thirty (30) days advance written notice of any insurer's intention to cancel or otherwise terminate any policy, suspend or terminate any coverage under any policy, or reduce any policy limits, increase any policy deductibles or materially alter any terms or conditions, of any policy or any renewal policy issued by the same insurer.
8. Upon receipt of any notice of cancellation or reduction in coverage, contractor shall within thirty (30) days procure other policies of insurance that are in accordance with terms of this contract, and deliver evidence of coverage that these are in full force and effect, and if contractor fails to provide and deliver acceptable policies, or satisfactory evidence thereof, then at the City's option and after 10 days written notice to the contractor, the City may obtain such insurance at the cost and expense of contractor.
9. Any limitations contained within contractor's insurance shall in no way limit, at any time during or following the project, the obligations of contractor with respect to its duties and obligations, including but not limited to its defense and indemnity obligations owed to owner as specified in the contract documents.

C. Property insurance

1. Unless specifically provided by the City, Contractor shall purchase and maintain "builder's risk" property insurance, or comparable coverage, for the full replacement cost value thereof, for (i) the work that is to be done, and (ii) all materials to be incorporated in the work whether or not title has been acquired by the City. Such insurance shall not cover any property owned, leased, or otherwise used in connection with the work

by contractor, contractor's subcontractors, or the agents or employees of them. This insurance shall include the interests of the City, contractor, and sub- contractors and shall provide coverage against loss for "direct physical damage" (previously known as "all risk" coverage) for all property in or on the job site or within off-premises storage to be installed in or on the job site.

2. If by the terms of the property insurance there is a deductible amount, in the event of a loss covered by the insurance, contractor shall be responsible for all deductibles per occurrence which shall be considered a cost of the work and shall not exceed \$25,000.
3. The City and contractor waive all rights against (1) each other and any of their subcontractors, agents, and employees, each of the other, and (2) the City's separate contractors, if any, and any of their subcontractors, agents, and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the work. The City or contractor, as appropriate, shall require of the City's separate contractors, if any, and the subcontractors, agents, and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.

107.7 SEVERABILITY

Item 107.7 shall be replaced in its entirety with the following:

The provisions of this contract are herein declared to be severable; in any event that any term, provision, or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity of enforceability of the remaining terms, provisions and parts, and this contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

End of General Conditions

PERFORMANCE BOND

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF DALLAS AND ELLIS

§

THAT _____ of the City of _____, _____ County, State of Texas, and _____ (as Principal), and _____ (as "Surety"), authorized under the laws of the State of Texas to act as a surety on bonds for principals, are held and firmly bound unto the City of Glenn Heights, Texas (the "City") in the penal sum of \$_____ (not less than 100% of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Bid

WHEREAS, _____ the Principal has entered into a certain written contract with the City of Glenn Heights, Texas, dated the day of _____, **20**____, to which said contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal fully and faithfully executes the work and performance of the contract in accordance with the plans, specifications, and contract documents, including any extensions, modifications, and change orders thereof, and according to the true intent and meaning of said contract and the plans and specification hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Code and Chapter to the same extend as if it were fully copied at length herein.

Surety, for value received, stipulates and agrees that this Bond and the penal sum herein shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this bond are intended to be in all respects in full and complete compliance with every law, charter, rule or regulation that this bond may be subject to. If the Surety's obligation under this bond is in an amount in excess of ten percent (10%) of Surety's capital and surplus, Surety shall immediately upon the effective date of this bond furnish written certification to City that the Surety has reinsured the portion of risk that exceeds ten percent (10%) of the Surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. In addition to the foregoing, If this bond is in an amount in excess of \$100,000, the Surety also warrants and represents that it holds a certificate from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under

federal law or that it has obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In such event, the Surety shall also furnish to the City immediately upon the effective date of this bond a list of companies which includes the Surety or reinsurer holding such certificates of authority as acceptable sureties and reinsurers on federal bonds published in the Federal Register by the United States Department of the Treasury.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 20____.

PRINCIPAL:

By: _____

Title: _____

Company: _____

Address: _____

SURETY:

Title: Attorney-In-Fact _____

Company: _____

Address: _____

The name, address, and phone number of the Resident Agent of Surety is:

PAYMENT BOND

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF DALLAS AND COLLIN

§

THAT _____ of the City of _____, _____ County, State of _____, (as Principal), and _____ (as "Surety"), authorized under the laws of the State of Texas to act as a surety on bonds for principals, are held and firmly bound unto the City of Glenn Heights, Texas (the "City") in the penal sum of \$_____ (not less than 100% of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City of Glenn Heights, Texas, dated the _____ day of _____, 202____, to which said contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for all labor and materials of any kind or nature furnished to and for the Project which constitutes the subject of the Contract made a part hereof by any and all persons, entities or companies who have a direct contractual relationship with Principal. The condition of this obligation is such that the Bond guarantees the full and proper protection of and payment to all claimants supplying labor, material and services in the prosecution of the work provided for in said Contract and is for the use and benefit of each claimant, and that should the Principal faithfully perform said Contract, promptly make payment for all sums due for said labor, materials and equipment, and indemnify, defend and hold harmless the City from and against any and all claims, demands, liens, causes of action and suits by any person, entity or company furnishing labor, materials or equipment to or for the Project, then this obligation shall be null and void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Code and Chapter and each and every law, charter, rule or regulation that this Bond may be subject, to the same extend as if it were fully copied at length herein.

Surety, for value received, stipulates and agrees that this Bond and the penal sum herein shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this Bond are intended to be in all respects in full and complete compliance with every law, charter, rule or regulation that this Bond may be subject to. If the Surety's obligation under this Bond is in an amount in excess of ten percent (10%) of Surety's capital and surplus, Surety shall immediately upon the effective date

of this Bond furnish written certification to City that the Surety has reinsured the portion of risk that exceeds ten percent (10%) of the Surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trustee to do business in the State of Texas. In addition to the foregoing, If this Bond is in an amount in excess of \$100,000, the Surety also warrants and represents that it holds a certificate from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law or that it has obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In such event, the Surety shall also furnish to the City immediately upon the effective date of this Bond a list of companies which includes the Surety or reinsurer holding such certificates of authority as acceptable sureties and reinsurers on federal bonds published in the Federal Register by the United States Department of the Treasury.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 20____.

PRINCIPAL:

By: _____

Title: _____

Company: _____

Address _____

SURETY:

By: _____

Title: Attorney-In-Fact

Company: _____

Address: _____

The name, address, and phone number of the Resident Agent of Surety is:

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENT:

That _____, hereinafter called Contractor, as Principal, and _____ as Surety, do hereby acknowledge themselves to be held and bound to pay unto the City of Glenn Heights, Texas, hereafter "the City", the penal sum of _____ Dollars (\$_____), which is one-hundred percent (100%) of said Contract amount in lawful money of the United States, for the payment of which sum well and truly to be made unto said City of Glenn Heights, Texas, and its successors, said Contractor and Surety do hereby bind themselves, their heirs, executors, administrators and assigns and successors, jointly and severally and firmly by these presents:

This obligation is conditioned, however, that whereas, said Contractor entered into a written contract on the ____ day of _____, 202____, with the City for the construction of [*Insert Project Name*] with miscellaneous construction in the City as provided in said Contract and specifications which are expressly made a part hereof, as though written herein in full and, Whereas, in said Contract, the Contractor binds itself to use first class materials and workmanship and of such kind and quality that for a period of two(2) years from the completion and final acceptance of the improvements by the City, the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of one (1) year following the date of the final acceptance of the work by the City, the Contractor binds itself to repair or reconstruct the said improvements in whole or part at any time within said period of process employed in the construction of such improvements and that it will upon receiving notice, repair or reconstruct said improvements within such period of time from the date of such notice as the Engineer of said City shall determine to be necessary for the preservation of public health, safety, or welfare. If said Contractor does not repair or reconstruct the improvements within the time period designated then the City shall be entitled to have said repairs made and charge said Contractor and/or Surety the cost of same under the terms of this maintenance bond.

Now, therefore, if said Contractor shall keep and perform its said work and keep the same in repair for the said maintenance period of two(2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said work then these presents shall have full force and effect, and the City, shall have and recover from the said Contractor and its Surety, damages in the premises as provided in plans and specifications and contract.

Provided, however, that the Contractor hereby holds harmless and indemnifies said City from any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation. However, there shall be no liability on the Surety for and damages resulting from fire, acts of God, accident, or careless or malicious handling.

Surety holds a Certificate of Authority from the Department of the United States Treasury and is an acceptable surety on Federal Bonds or is an acceptable reinsurer and is in compliance with Texas Government Code, Section 2253.021, Texas Insurance Code, Sections 3503.001-.005 and any other applicable State or federal law, rule, or regulation as amended.

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20____.

	Principal		Surety
By:		By:	
	Name:		Name:
Title:		Title:	
Address:		Address:	

The name, address and phone number of the
Resident Agent of Surety is:



Discuss and take action regarding insurance renewal recommendations for Employees' Group Medical/Prescription, Life/Disability, Dental, Vision, and Accident/Critical Illness Insurance, and a Flexible Spending Account. (Jaynice Porter-Brathwaite, Human Resources Director)

[illegible]

INSURANCE RECOMMENDATION: EMPLOYEES' INSURANCE BENEFITS



JAYNICE PORTER-BRATHWAITE
HUMAN RESOURCE DIRECTOR
SEPTEMBER 3RD, 2024

Medical Insurance



Medical Insurance Company	Quoted \$ Amount	Diff. bet. Quoted Cost and Current Cost
United Healthcare	\$ 1,170,021.00	\$ 225,297.00
BlueCross BlueShield	\$ 1,001,680.44	\$ 56,956.00
Cigna	\$ 982,001.04	\$ 37,277.04

Medical Insurance



BCBSTX Total Renewal Premium	GH Annual Premium	EE Annual Premium
\$1,001,680.44	\$807,271.38	\$194,409.54

Dental Insurance



Dental Insurance Company	Quoted \$ Amount	Diff. Bet. Quoted \$ Cost and Current Cost
BlueCross BlueShield	\$ 83,394.72	\$ 22,098.00
Mutual of Omaha	\$ 63,093.24	\$ 3,005.40

Dental Insurance



Mutual Of Omaha Total Renewal Premium	GH Annual Premium	EE Annual Premium
\$63,093.24	\$35,515.56	\$27,577.68

Fiscal Impact



Proposed Budget FY 2024 – 2025 Budgeted Annual costs:

☐ Medical Insurance - **\$807, 271.38**

☐ Dental Insurance - **\$35,515.56**

Costs for Vision Insurance, Short/Long Term Disability, Accident/Critical Illness, and Flex Spending are not budgeted by the City, as they are optional benefit plans offered to employees and where the employees' bear the cost through payroll deduction.

Recommendation



Staff move that the Employee Benefit Trust award the following Insurance Contracts:

- ☐ Medical – BlueCross BlueShield of Texas
- ☐ Dental – Mutual of Omaha
- ☐ Basic Life/AD&D – Mutual of Omaha
- ☐ Short/Long Term Disability – Mutual of Omaha
- ☐ Vision – Mutual of Omaha

Questions?



PREPARED BY:

JAYNICE PORTER-BRATHWAITE

HUMAN RESOURCE DIRECTOR



Discuss and take action on Resolution R-23-24, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the City of Glenn Heights Employee Benefits Trust to pay the obligations of the Trust as it relates to insurance contracts that the Trust awards; authorizing any transfers of funds that may be necessary during the 2024-2025 Fiscal Year to fund the Trust's obligations relating to insurance contracts that the Trust awards; and providing for an effective date. (Jaynice Porter-Brathwaite, Human Resources Director)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: September 3, 2024

SUBJECT

Discuss and take action regarding Insurance renewal recommendations for Employee Insurance Benefits.

DISCUSSION / BACKGROUND

The City's Employee Group Insurance Benefit for Medical and Dental coverage renewal date is October 1, 2024. The current medical insurance provider is Blue Cross Blue Shield Texas (BCBSTX), which offers three (3) plan options for medical coverage:

1. High Deductible Plan (HDHP), offering a Health Savings Account (HSA);
2. Preferred Provider Organization (PPO) Base Plan, with a \$1000 deductible, and
3. PPO Buy Up Plan, with a \$500 deductible.

Dental coverage is through Mutual of Omaha (MOO). All other lines of coverage such as Basic Life/AD&D, Short/Long Term Disability, and Vision coverage were established with a two (2) year rate guarantee on the policy.

Medical Coverage

During medical insurance renewal for FY 2024 - 2025, staff requested an Insurance Market Check mainly because of the very high medical insurance renewal rate of 16.7% that BCBSTX were offering. The Market Check provided quotes from Cigna and United Health Care. Aetna declined to quote.

The quote from Cigna is 3.95%, however, it is considered an immature quote because it is only based on a partial year's worth of claims, and with this, during the next renewal period their renewal would be from 10% to 15% or more. In addition, Cigna's provider/facility saturation in the area is not as large as BCBSTX and our employees

may have to change their provider/facility, which could increase their medical expenses.

The quote for United Health Care (UHC) was 23.85% which would have increased our premium by \$225,297.00.

After further negotiations with BCBSTX, their final and best offer for medical coverage was a 6% increase. Reflecting an increase in the amount of \$56,956.00 over the current premium. FY 2024 – 2025 total renewal premium is \$1,001,680.92. This total premium breaks down as follows: GH annual premium is \$807,271.38, and EE premium is \$194,409.54 (Based on current enrollment).

Dental Coverage

Dental coverage is with Mutual of Omaha. Their renewal premium is \$63,093.24, reflecting a 5% or \$3,005.40 increase over last year's premium of \$60,087.84.

Although, the total renewal premium is \$63,093.24 it breaks down as follows: GH annual premium is \$35,515.56 and EE premium is \$27,577.68. (Based on current enrollment).

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

Based on Proposed Budget FY 2024 – 2025, The City has budgeted for an annual cost of \$807,271.38 for Medical Insurance, \$63,093.24 for Dental Insurance.

The impact will be to the General Fund in transferring funds to the Employee Benefits Trust to pay the obligations that relates to Insurance Contracts (See Resolution R-23-24).

The cost for Vision Insurance, Short/Long Term Disability, Accident/Critical Illness, and Flex Spending are not budgeted by the City, as they are optional benefit plans offered to

employees and whereas the employee bears the cost through payroll deduction.

RECOMMENDATION / ALTERNATIVES

Staff recommends the following Insurance Contracts:

1. Medical – BlueCross BlueShield
2. Dental – Mutual of Omaha
3. Basic Life/AD&D – Mutual of Omaha
4. Short/Long Term Disability – Mutual of Omaha
5. Vision – Mutual of Omaha

ATTACHMENTS

1. Resolution R-23-24

PREPARED BY

Jaynice Porter-Brathwaite, Director of Human Resources

REVIEWED BY

Brandi Brown, City Secretary

RESOLUTION R-23-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AUTHORIZING THE CITY OF GLENN HEIGHTS EMPLOYEE BENEFITS TRUST TO PAY THE OBLIGATIONS OF THE TRUST AS IT RELATES TO INSURANCE CONTRACTS THAT THE TRUST AWARDS; AUTHORIZING ANY TRANSFERS OF FUNDS THAT MAY BE NECESSARY DURING THE 2024-2025 FISCAL YEAR TO FUND THE TRUST'S OBLIGATIONS RELATING TO INSURANCE CONTRACTS THAT THE TRUST AWARDS; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF GLENN HEIGHTS, THAT:

SECTION 1. The City Council hereby authorizes the City of Glenn Heights Employee Benefits Trust to pay the obligations of the Trust as it relates to insurance contracts that the Trust awards, and furthermore, authorizes any transfers of funds that may be necessary during the 2024-2025 fiscal year to fund the Trust's obligations relating to insurance contracts that the Trust awards.

SECTION 2. This Resolution shall become effective immediately from and after its passage.

READ, CONSIDERED, PASSED AND ADOPTED by the City Council for the City of Glenn Heights at a meeting on the 3rd day of September 2024, at which a quorum was present, and for which due notice was given.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

David Berman, City Attorney



Discuss and take action to reappoint two (2) and appoint one (1) Commissioner to serve on the Planning and Zoning Commission. (Parviz Pourazizian, Director of Planning and Development Services)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: September 3, 2024

SUBJECT

This item will allow the City Council to consider the reappointment of Mr. Arnold Lenoris Davis, Jr. to Place 3 and Dr. Kelvin Stroy, Sr., to Place 6 of the Planning and Zoning Commission and appointment of a new commissioner to Place 5.

DISCUSSION / BACKGROUND

Pursuant to Article II of the Glenn Heights Zoning Ordinance, the Planning and Zoning Commission (P&Z) shall consist of seven (7) members appointed by the City Council as set forth by Article 10 of the City Charter. At its discretion, the City Council may make nominations for each commission place and seat an interview panel to evaluate nominees. Each member of the Commission shall hold a designated Place, from Place 1 to Place 7, appointed to three (3) year terms. Place 1, Place 4, and Place 7 shall rotate together, Place 2 and Place 5 shall rotate, and Place 3 and Place 6 will rotate.

The table below illustrates current Commissioners, their place numbers, and terms:

Planning & Zoning Commision Members			
Place	Commissioner Name	Term Expiration	Note
1	Austin Kelley	6/30/2025	Not Expired
2	April Stokes	07/31/2026	Not Expired
3	Arnold Lenoris Davis, Jr.	07/30/2024	Expired
4	Stevelyn Miller	7/30/2025	Not expired
5	Francisco Alvarez	7/31/2026	Resigned
6	Dr. Kelvin Stroy, Sr.	8/18/2024	Expired
7	Tabitha Gamble	06/30/2025	Not Expired

The staff has received notification from Mr. Arnold Lenoris Davis, Jr., to Place 3 and Dr. Kelvin Stroy, Sr., to Place 6 for their desire to be reappointed to the Commission.

Additionally, Mr. Francisco Alvarez Gabriel Sent his Resignation on August 2, 2024, and ultimately, staff advertised the opening position in our website and our social media and received two applications:

1. Shuanette Loud
2. Tramayne D. Hobbs
3. Brodrick K. Rhodes

Section II.2.3 – Members; Alternate Members; Appointments; Terms of Office

In accordance with Chapter 211 of the Texas Local Government Code and Article 10 of the Glenn Heights City Charter, the Planning and Zoning Commission ("Commission") shall consist of seven (7) members appointed by the City Council as set forth by Article 10 of the City Charter. At its discretion, the City Council may make nominations for each Commission Place and seat an interview panel for purposes of evaluating nominees. The panel shall make recommendations of candidates to the City Council. A simple majority vote of the full City Council shall confirm the appointment of the Commission members. Each Commission member shall be a resident citizen, taxpayer, and qualified voter of the City of Glenn Heights. Each member of the Commission shall hold a designated Place, from Place 1 to Place 7, and each Place shall be appointed to a three (3) year term. Place 1, Place 4 and Place 7 shall rotate together, Place 2 and Place 5 shall rotate together, and Place 3 and Place 6 shall rotate together. New members shall be sworn in at the first regular Commission meeting following their appointment.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends the reappointment of Mr. Arnold Lenoris Davis, Jr. to Place 3 and Dr. Kelvin Stroy, Sr., to Place 6 and the appointment of Ms. Shuanette Loud to the Planning and Zoning Commission.

ATTACHMENTS

1. Presentation - Planning and Zoning Commission
2. Arnold Lenoris Davis, Jr.
3. Dr. Kelvin Stroy, Sr.
4. Shuanette Nicole Loud
5. Brodrick Rhodes
6. Tramayne D. Hobbs

PREPARED BY

Parviz R Pourazizian, Director of Planning & Development Services

REVIEWED BY

Dr. LaSheyla Jones, City Planner

PLANNING & ZONING COMMISSION APPOINTMENTS



PARVIZ R POURAZIZIAN, DIRECTOR OF PLANNING &
DEVELOPMENT SERVICES

SEPTEMBER 03, 2024

PLANNING & ZONING COMMISSION APPOINTMENTS



This item allows City Council to review the following:

1. The reappointment of Mr. Arnold Lenoris Davis, Jr., Place 3 to the Planning and Zoning Commission for a three (3) year term, with a term expiration of July 31, 2027.
2. The reappointment of Dr. Kelvin Stroy, Sr., Place 6 to the Planning and Zoning Commission for a three (3) year term, with a term expiration of July 31, 2027.
3. The appointment of New Commissioner to place 5, after resignation of Mr. Francisco Alvarez.

CURRENT COMMISSIONERS



Planning & Zoning Commission Members

Place	Commissioner Name	Term Expiration	Note
1	Austin Kelley	6/30/2025	Not Expired
2	April Stokes	07/31/2026	Not Expired
3	Arnold Lenoris Davis, Jr.	07/30/2024	Expired
4	Stevelyn Miller	7/30/2025	Not expired
5	Francisco Alvarez	7/31/2026	Resigned
6	Dr. Kelvin Stroy, Sr.	8/18/2024	Expired
7	Tabitha Gamble	06/30/2025	Not Expired



SECTION II.2.3

In accordance with Chapter 211 of the Texas Local Government Code and Article 10 of the Glenn Heights City Charter, the Planning and Zoning Commission (“Commission”) shall consist of **seven (7) members appointed by the City Council as set forth by Article 10 of the City Charter.** At its discretion, the City Council may make nominations for each Commission Place and seat an interview panel for purposes of evaluating nominees. The panel shall make recommendations of candidates to the City Council. A simple majority vote of the full City Council shall confirm the appointment of the Commission members. Each Commission member shall be a resident citizen, taxpayer, and qualified voter of the City of Glenn Heights. **Each member of the Commission shall hold a designated Place, from Place 1 to Place 7, and each Place shall be appointed to a three (3) year term. Place 1, Place 4 and Place 7 shall rotate together, Place 2 and Place 5 shall rotate together, and Place 3 and Place 6 shall rotate together.** New members shall be sworn in at the first regular Commission meeting following their appointment.

NEW APPOINTMENT



After advertising the new position, staff received two applications:

1. Shuanette Loud
2. Brodrick Rhodes
3. Tramayne D. Hobbs

The new member will serve from 09/04/2024- 07/31/2026.

REAPPOINTMENT



Staff recommends ***APPROVAL*** of the following:

1. The reappointment of Mr. Arnold Lenoris Davis, Jr., Place 3 to the Planning and Zoning Commission for a three (3) year term, with a term expiration of July 31, 2027.
2. The reappointment of Dr. Kelvin Stroy, Sr., Place 6 to the Planning and Zoning Commission for a three (3) year term, with a term expiration of July 31, 2027.
3. The appointments Shuanette Loud to Place 5 to the Planning and Zoning Commission, with a term expiration of July 31, 2026.

QUESTIONS



COMMENTS



City of Glenn Heights

Volunteer Application

Planning and Zoning Commission

Contact Information

Name	Arnold Lenoris Davis, Jr.
Street Address	1118 East Bear Creek Road
City ST ZIP Code	Glenn Heights, TX 75154
Home Phone	972-762-2095
Work Phone	n/a
E-Mail Address	lenorisdavis@gmail.com

Commission Information and Required Availability

The Planning and Zoning Commission generally meets on the 2nd and 4th Monday of each month, as Planning and Zoning Commission business dictates. The meetings begin at 6:30 p.m. The length of the meetings vary but may be up to 1 ½ hours.

Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

I have been on the Planning and Zoning Commission since July 2020. I currently serve in Place #3. My experience of being the President of a Masonic Lodge helps me with parliamentary procedures that are a part of every public meeting protocol. I would like the opportunity to continue to serve the citizens of Glenn Heights at this crucial time in our cities history.

Previous Volunteer Experience

Summarize your previous volunteer experience with the City or other organizations.

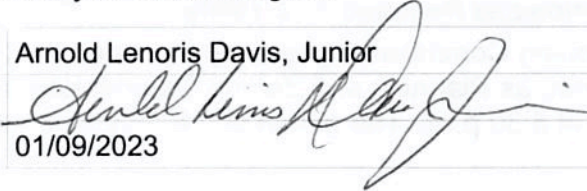
As a member of a Masonic organization, our mission is to serve the public. We volunteer to feed the homeless during the holiday season. We also mentor young men in Southern Dallas county. I have participated in City of Dallas Back To School programs at the Martin Luther King Jr. Center. I have volunteered at Community Missionary Baptist Church during the annual College Fair that the church hosts.

Person to Notify in Case of Emergency

Name	Krysten D. Cleaver
Street Address	1118 East Bear Creek Road
City ST ZIP Code	Glenn Heights, TX 75154
Home Phone	214-694-0229
Work Phone	n/a
E-Mail Address	cleaver94@gmail.com

Agreement and Signature

By submitting this application, I affirm that I am a resident of the City of Glenn Heights and a qualified voter of the City of Glenn Heights.

Name (printed)	Arnold Lenoris Davis, Junior
Signature	
Date	01/09/2023

Our Policy

It is the policy of the City of Glenn Heights to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

The information contained on this form is subject to release under the Texas Public Information Act upon filing with the Office of the City Secretary.

Thank you for completing this application form and for your interest in your service to the City of Glenn Heights.

Please return this form to the Office of the City Secretary. Forms may be completed and emailed to: brandi.brown@glennheightstx.gov or mailed to:

Brandi Brown
City Secretary
1938 S Hampton Road
Glenn Heights, TX 75154

Thank you.

City of Glenn Heights

Volunteer Application



Planning and Zoning Commission

Contact Information

Name	Dr. Kelvin Stroy, Sr.
Street Address	715 Shady Meadow Lane
City ST ZIP Code	Glenn Heights, TX 75154
Home Phone	817-296-6204
Work Phone	
E-Mail Address	kstroyr@gmail.com

Availability

The Planning and Zoning Commission generally meets on the 2nd and 4th Monday of each month, as Planning and Zoning Commission business dictates. The meetings begin at 6:30 p.m. The length of the meetings vary but may be up to 1 ½ hours.

Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

I am an educator with 22 years of experience in the profession and I have a PhD in Educational Leadership and Policy Studies. I possess leadership and administrative skills, the ability to think critically, to problem solve, communicate effectively, and collaborate with others to achieve a common goal for the betterment of people.

Previous Volunteer Experience

Summarize your previous volunteer experience with the City or other organizations.

Prior to moving to Glenn Heights I served as a board member for the city's public library, the youth services coordinator for the Rotary club, a board member for the Arlington Case Manager Juvenile Diversion Program, a mentor with Big Brothers Big Sisters, and I am actively involved in my fraternity. In 2014 I ran as a candidate for city council in my previous community.

Person to Notify in Case of Emergency

Name	Mia Stroy
Street Address	715 Shady Meadow Lane
City ST ZIP Code	Glenn Heights, TX 75154
Home Phone	817-296-6342
Work Phone	
E-Mail Address	stroymd@gmail.com

Agreement and Signature

By submitting this application, I affirm that I am a resident of the City of Glenn Heights and a qualified voter of the City of Glenn Heights.

Name (printed)	
Signature	
Date	

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Thank you.



City of Glenn Heights

Volunteer Application

Zoning Board of Adjustment

Contact Information

Name	Shuanette Loud
Street Address	1806 Isabella Ct
City ST ZIP Code	Glenn Heights, TX 75154
Home Phone	214-668-0682
Work Phone	
E-Mail Address	snlouds@gmail.com

Board Information and Required Availability

This board is authorized to make special exceptions or grant variances to the Zoning Ordinance, to hear and decide any appeals that allege error in an order, requirement, decision or determination made by an administrative official in the enforcement of the Zoning Ordinance. This Board meets on an as needed basis.

Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

I have experience in land use, and residential development. I have the ability to read blue prints and architectural plans. I have experience using GIS maps, and understanding zoning laws.

Previous Volunteer Experience

Summarize your previous volunteer experience with the City or other organizations.

I have worked with a non profit organization building affordable homes in the city of Fort Worth. During this time, I gained experience in land development, new construction and revitalization of communities.

Person to Notify in Case of Emergency

Name	Shuanette Loud
Street Address	835 Parksville
City ST ZIP Code	Ferris, TX 75126
Home Phone	469-233-2571
Work Phone	
E-Mail Address	selestinefears@yahoo.com

Agreement and Signature

By submitting this application, I affirm that I am a resident of the City of Glenn Heights and a qualified voter of the City of Glenn Heights.

Name (printed)	Shuanette Loud
Signature	Shuanette Loud
Date	08/20/2024

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City Secretary
1938 S Hampton Road
Glenn Heights, TX 75154

Thank you.



City of Glenn Heights

Volunteer Application

Planning and Zoning Commission

Contact Information

Name	Brodrick K. Rhodes
Street Address	1202 Parkview Trl
City ST ZIP Code	Glenn Heights, TX. 75154
Home Phone	469-530-7013
Work Phone	469-530-7013
E-Mail Address	broker@distinctiontx.com

Commission Information and Required Availability

The Planning and Zoning Commission generally meets on the 2nd and 4th Monday of each month, as Planning and Zoning Commission business dictates. The meetings begin at 6:30 p.m. The length of the meetings vary but may be up to 1 ½ hours.

Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

I am a proud resident and homeowner of Glenn Heights, TX, deeply committed to the city's future. My extensive background as a real estate broker, coupled with my experience as a former member of the Building Appeals and Advisory Board in the City of Cedar Hill, equips me with the necessary knowledge and skills to contribute effectively to the Planning and Zoning Commission. Additionally, my service as a public school educator has honed my ability to work collaboratively and understand community needs. I am dedicated to ensuring thoughtful development and strategic planning for Glenn Heights and hope to be considered for this important role.

Previous Volunteer Experience

Summarize your previous volunteer experience with the City or other organizations.

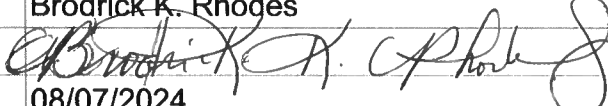
Building Appeals and Advisory Board - City of Cedar Hill
Adopt-A-Street Participant - City of DeSoto
Education Foundation Member - Alpha Phi Alpha Fraternity, Inc.
Architecture Review Committee - Gateway Estates

Person to Notify in Case of Emergency

Name	Jasmine Rhodes
Street Address	1202 Parkview Trl
City ST ZIP Code	Glenn Heights TX 75154
Home Phone	4695307032
Work Phone	4695307032
E-Mail Address	therhodesexperience@gmail.com

Agreement and Signature

By submitting this application, I affirm that I am a resident of the City of Glenn Heights and a qualified voter of the City of Glenn Heights.

Name (printed)	Brodrick K. Rhodes
Signature	
Date	08/07/2024

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Brandi Brown
City Secretary
1938 S Hampton Road
Glenn Heights, TX 75154

Thank you.



City of Glenn Heights

Volunteer Application

Planning and Zoning Commission

Contact Information

Name	Tramayne Hobbs
Street Address	2608 Calhoun St
City ST ZIP Code	Glenn Heights, TX 75154
Home Phone	682-365-7495
Work Phone	214-389-5923
E-Mail Address	tramaynehobbs2001@yahoo.com

Commission Information and Required Availability

The Planning and Zoning Commission generally meets on the 2nd and 4th Monday of each month, as Planning and Zoning Commission business dictates. The meetings begin at 6:30 p.m. The length of the meetings vary but may be up to 1 ½ hours.

Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

I possess a robust skill set in financial management, process optimization, and leadership, developed through extensive experience in roles that required Financial Planning & Analysis (FP&A), budgeting, forecasting, and cross-functional collaboration. My expertise includes streamlining operations, conducting complex reconciliations, and implementing process improvements that significantly enhance efficiency and accuracy. I have a proven track record of driving value through strategic

Previous Volunteer Experience

Summarize your previous volunteer experience with the City or other organizations.

My previous volunteer experience is with religious organizations over the last 20 years throughout the Metroplex.

Person to Notify in Case of Emergency

Name	Tri Hobbs
Street Address	2608 Calhoun St
City ST ZIP Code	Glenn Heights, TX 75154
Home Phone	469-321-6606
Work Phone	
E-Mail Address	

Agreement and Signature

By submitting this application, I affirm that I am a resident of the City of Glenn Heights and a qualified voter of the City of Glenn Heights.

Name (printed)	Tramayne Hobbs
Signature	<i>Tramayne Hobbs</i>
Date	08-08-2024

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Brandi Brown
City Secretary
1938 S Hampton Road
Glenn Heights, TX 75154

Thank you.



Discussion regarding a possible Dallas Area Rapid Transit (DART) sales tax reduction. (Clifford Blackwell, City Manager)

[illegible]



Discuss and take action on Resolution R-18-24, a Resolution of the City Council of the City of Glenn Heights, Texas, accepting and approving an Interlocal Cooperative Purchasing Agreement with the City of Granbury, Texas. (Sherry Roberts, Finance Director)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: September 3, 2024

SUBJECT

Consider and Interlocal Agreement with the City of Granbury, Texas.

DISCUSSION / BACKGROUND

The City of Granbury entered into an agreement with InfoSend on April 10, 2014, for data processing, printing, and mailing services, and eBusiness Services.

Cities are allowed under state statute to piggyback on other cities' contracts versus using the Request for Proposal process to obtain goods and services.

Staff is requesting to change vendors for the utility billing printing and mailing of statements, as well adding InfoSend's electronic billing, payment, and presentment (EBPP) services.

The print and mail side of InfoSend's services should save the City approximately \$17,000 per year for the printing and mailing of utility billing statements and newsletters.

The eBusiness side of InfoSend's services will allow utility customers to pay their bills by phone.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

Print & Mail Services

Utility Bills - Approximately \$17,116 per year excluding postage.

Newsletters – Approximately \$6,358 per year excluding postage.

IVR Services

\$250 per month and \$0.40 per phone payment.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of the ILA with the City of Granbury in lieu of using the RFP process to secure print and mail services, and to use InfoSend for eBusiness, including the use of Interactive Voice Response (IVR) for utility billing payments.

ATTACHMENTS

1. Presentation - InfoSend Representative
2. Presentation - InfoSend (ILA)
3. Resolution R-18-24
4. UB Printing & Mailing Costs
5. Appendix 1 – InfoSend Fee Schedule for the City of Glenn Heights

PREPARED BY

Sherry Roberts, Finance Director

REVIEWED BY

Brandi Brown, City Secretary



InfoSend Presentation

City of Glenn Heights, Texas

Utility Bill Printing & Mailing
September 3, 2024



Presented By

Tim Zombik
Territory Sales Manager
tim.z@infosend.com



Get to Know InfoSend



InfoSend, founded in 1996, is a privately held California corporation with a mission to provide the best possible Customer Engagement solution while still maintaining a client-focused company culture. Now delivering more than 250 million print and electronic documents annually across multiple channels, InfoSend proudly maintains an industry-best client retention and satisfaction rate.

Highlights:

1. **Private family-owned corporation**, founded in 1996 and headquartered in Anaheim, CA. Celebrating 28 years in business!
2. No private equity or venture capital investments in InfoSend.
3. Company culture & business practices **prioritizes client satisfaction**, leading to the industry's best client retention and satisfaction rate.
4. Utilizes a Software as a Service (**SaaS**) approach.
5. More than 250+ million print and electronic documents are distributed annually.
6. 200+ employees across multiple states with high employee retention ensuring clients are handled with knowledge and care.
7. Multi-site redundancy and disaster recovery. Locations in CA, IL, TX, FL, & MA
 - InfoSend's Massachusetts' location, is an InfoSend, Inc. affiliate and is certified as a woman-owned business.



Services Overview

A Complete Customer Engagement Solution



**Engage your
customers
across multiple
channels**



CUSTOMER COMMUNICATIONS MANAGEMENT (CCM)

- Single Platform Multi-Channel Document Distribution
- Secure Website; FTP upload, optional PGP/SFTP encryption into PCI, HIPAA, & SOC audited environment
- Innovative Document Designs
- Online Proofing, Job & Mail Tracking
- Detailed Reporting
- Archiving & Secure Third-Party API Access
- Customizable Messaging & Business Rules



DATA PROCESSING, PRINT, & MAIL SERVICE (DPPM)

- Cloud Based Data Processing
- High Speed Digital Printing
- USPS Compliance & Automation
- Dynamic Data Solutions
- Fast Service Level Agreements (SLA)
- Automated High Speed Inserting



ELECTRONIC BILLING, PAYMENT, & PRESENTMENT (EBPP)

- eBills
- Web Payments with Mobile Ready Engagement
- SMS Text-to-Pay
- Interactive Voice Response (IVR)
- Electronic Bank Capture
- Outbound Text (SMS) and Phone (IVR) Messaging
- Integrated Consumer Analytic Capabilities

Strategic Locations Nationwide

Ensuring Regional Access to USPS & Disaster Mitigation



1. Fort Worth, TX

- Texas & South Central U.S. Production Facility



2. Downers Grove, IL

- Midwest & Northeastern U.S. Production Facility
- Backup Data Center



3. Anaheim, CA

- Corporate HQ, Multi-Building Campus (100k Sq. Ft.)
- Primary Data Center



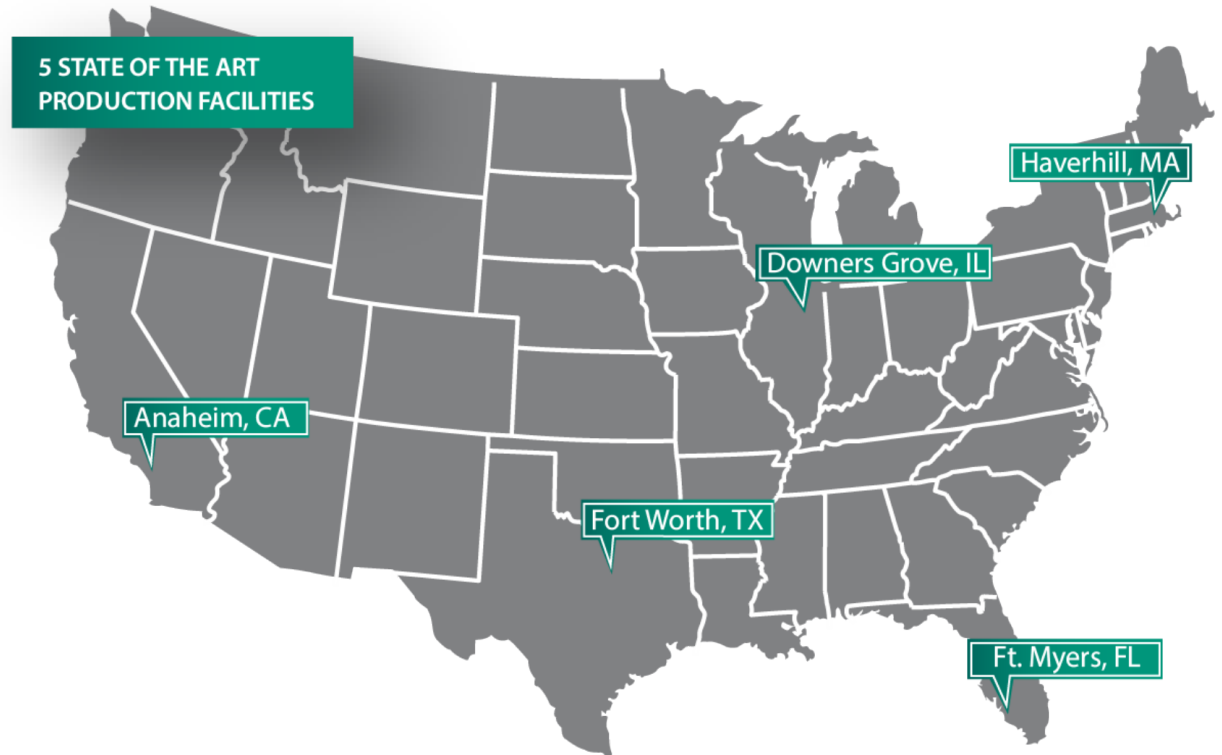
4. Fort Myers, FL

- Florida & Southeastern U.S. Production Facility



5. Haverhill, MA (InfoSend NE LLC)

- Northeast Production Facility
- Woman Owned Affiliate of InfoSend, Inc.



InfoSend's Client Satisfaction & Support



Client Satisfaction Above All

- Industry-leading delivery of Client Support and Professional Services
- In an industry of automation, InfoSend provides personalization
- Client Retention Rate over 98.5% in 28 years of business!

Client Support

- Dedicated Account Manager
- Dedicated Support Staff for Daily Monitoring
- Multiple Client Communication Channels Available
 - Web Support Ticketing Tool
 - Email
 - Phone
- Proactive Data Error Detection and Follow Up
- All Support Issues Tracked in the InfoSend CRM



Full-Color Document Designs

Strategic document designs for maximum impact





Customer Service
7:30 AM - 5:00 PM
Monday - Friday
Report a Leak 24/7
805.969.2271

Statement 03/01/2019

Scan & Pay
& Done!

1 / 1

Account #	Previous Balance	Payment Made	Unpaid Balance	New Charges	Amount Due	Due Date
01-2345-67	\$352.17	\$-352.17	\$0.00	\$118.59	\$ 118.59	03/28/2019

Water Charges



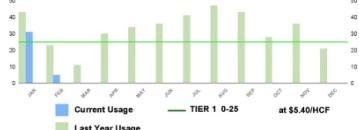
Single Family Residential
Meter Size: 1
AMOUNT DUE: \$118.59

Meter Service Charge	5 @ \$ 5.40	\$74.34
Water TIER 1 Volume	5 @ \$ 5.40	\$27.00
WSE Surcharge	5 @ \$ 3.45	\$17.25
TOTAL		\$118.59

Important Message

SPRING HAS SPRUNG
After nearly a decade of unprecedented drought, the recent rainfall brings hope that conditions are changing. However, a water supply shortage is still in effect. It will take time for supplies to fully recover.

Consumption Comparison (HCF)



Consumption Comparison (HCF)

Service Period	Meter Number*	Current Read	Previous Read
01/25/2019 to 02/25/2019	12345678	3328	3323

Water Usage

	In HCF	In Gallons
Current Usage	5	3740
Prior Month's Usage	31	23168

Please return section below with your payment • Please do not send correspondence to payment address

Service Address	Account Number	Payment Due By
123 SAMPLE DR	01-2345-67	03/28/2019

Total Amount Due \$ 118.59 Amount Enclosed

Change of address or new contact info?
Check here and complete reverse.

MT0301A AUTO BCH 5-DIGIT 93103
70000002425 00.0008.0073 2326/1

JOHN DOE
123 SAMPLE DR
SANTA BARBARA CA 93108-2678

MONTECITO WATER DISTRICT
PO BOX 29079
GLENDALE CA 91209-9079

09200500 0011859 8



Statement 03/01/2019

Account Number	Service Period	Customer Name	Service Address
01-2345-67	01/25/2019 to 02/25/2019	JOHN DOE	123 SAMPLE DR

Other Charges Detail (If Applicable)

Multiple Meter Detail (If Applicable)

Understanding Your Bill

Water Rates
Current rates, service schedules, meter read dates, and copies of governing ordinances and resolutions are available at www.montecitowater.com, and will be furnished upon request.

Water Shortage Emergency (WSE) Surcharge
After a noticed public hearing, the District passed Resolution No. 2124 on March 24, 2015 to establish a temporary Water Shortage Emergency (WSE) Surcharge to purchase supplemental water, offset revenue losses, and fund drought related expenses. The current WSE surcharge rate and a copy of the resolution are available through the office or online at www.montecitowater.com.

Meter Reads and Billing Cycle
The District reads meters and bills accounts monthly.

Reading Your Meter

The District recommends tracking your usage with weekly meter reads. This is the quickest way to identify leaks and can help avoid water loss.

How To Track Usage
1. Find your water meter box and remove the small lid. Please use caution as the lid can be heavy.
2. Record the figures shown in white (0728). Subtract your last reading from this reading to determine your usage in hundreds of cubic feet.

How To Check for Leaks
1. FIRST make sure all water devices are shut off inside and outside your property.
2. Look for any dial movement. If the sweep arm or flow indicator is spinning, you may have a leak. (If this is the case, you may wish to double-check that all water devices are off and check the flow indicator again for movement.)

Need help with reading your meter or water conservation? Call us!
An on-site consultation with the District Conservation Specialist is available upon request, at no charge to customers.



Above: Meter face with red sweep arm and white triangle flow indicator.

Water Conservation is a California Way of Life

Payment Methods

Online www.montecitowater.com/paybill
Phone 805.969.2271
Check Payable to: Montecito Water District
Mail / In Person 583 San Ysidro Road, Montecito, CA 93108-2414
Autopay Setup Online



Change of Address? Please complete the form below or contact us

Customer Service

Name / Business: _____
Mailing Address: _____
City, State, Zip: _____
Primary Phone: _____
Alternate Phone: _____
Email Address: _____

Office hours: Mon-Fri 7:30am - 5:00pm
Shop / Field hours*: Mon-Fri 7:30am - 4:00pm
Call: 805.969.2271
Email: customerservice@montecitowater.com
Visit: 583 San Ysidro Road, Montecito, CA 93108
Online: www.montecitowater.com
After Hours Emergency Service call 805.969.2271

*All service calls outside Shop / Field hours are subject to applicable service charges.

From: Glenn Heights Online BillPay glennheights@onlinebiller.com
Sent: Friday, September 6, 2024 12:43 PM
To: Tim Zombik timz@infosend.com
Subject: Glenn Heights Online eBill Notification



City of Glenn Heights, Texas

Account Number: 00-0000-01
Regular Bill Date: 9/1/2024
Total Balance Due: \$88.09
Payment Due Date: Due Upon Receipt

Your current City of Glenn Heights utility bill is attached as a pdf. You may also make a payment by logging into our online payments website [HERE](#).

Questions About Your Bill: The City of Glenn Heights has customer service representatives available for personal assistance regarding your account. Please contact us by calling (972) 223-1690 Option 3 during regular business hours, Monday-Friday from 8:00 AM - 5:00 PM, excluding holidays.

If you have general questions about paying your bill online, please visit the City of Glenn Heights' [Utility Billing](#) page or contact a customer service representative.

--This is an AUTOMATED MESSAGE and this email address CANNOT RECEIVE REPLIES. For Customer Service assistance, please call us at (972) 223-1690 Option 3.

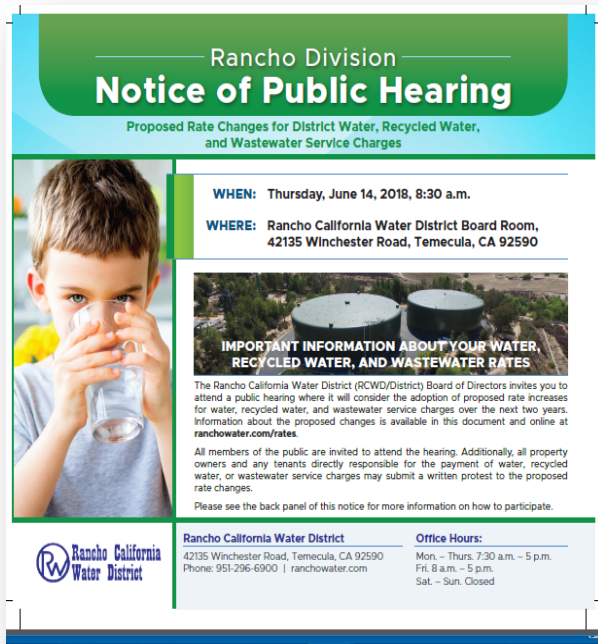
Sincerely,
City of Glenn Heights

Powered by [infosend](#)



Direct Communications Services

- ✓ Design Services
- ✓ Access to Translation Services
- ✓ Insert Printing
- ✓ Envelope Messaging or “Snipes”
- ✓ Self-Mailers
- ✓ Separate Mailings
- ✓ Postcards
- ✓ Selective Inserting



Message Manager



- Custom-built web-based application that allows clients to control the messages displayed on documents
- Messages can be scheduled weeks, months, or even years in advance
- Upload messages as text or images
- Configurations available to dynamically assign unique messages to different types of customers, or even to an individual account

Below you will find a list of all messages your company currently has pending:

File Type	Message Name	Message Type	Message Area	Start Date	End Date	Status	Test?	Message
STATEMENTS	Rate Change Notice	HtmlMessage	HTMLBox	2013-01-01	2013-02-28	Active	No	Rates are ...
STATEMENTS	Holiday Schedule	HtmlMessage	HTMLBox	2012-12-01	2012-12-31	Active	No	Please not...
STATEMENTS	Fall Marketing Message	HtmlMessage	HTMLBox	2012-10-01	2012-11-30	Active	No	This fall ...
STATEMENTS	New Community Center	HtmlMessage	HTMLBox	2012-08-01	2012-09-30	Active	No	Visit the ...
STATEMENTS	Revised Business Hours	HtmlMessage	HTMLBox	2012-06-01	2012-07-31	Active	No	Business h...

Add Message For: Please Select ▾ Add Message



Why Choose InfoSend



- Commitment to customer service and communication
- Member and Supporter of the **Texas Municipal League**
- Wholly family-owned and operated out of 5 regional production facilities
- We never use subcontractors to sub-excess printing volume out to other vendors
- Full multi-site redundancy and disaster recovery
- We have successfully implemented and serve over 800 clients nationwide, including 650+ utilities
- InfoSend is CIS agnostic and has interfaced with more than 50 different CIS platforms, including **STW/OpenGov/Tyler Incode**
- Excellent account management tools and personnel with continued attention to cost savings
- 28 years of expertise working with the USPS, guaranteeing the lowest cost presort and most efficient setup, **never marking up postage from USPS rates**
- InfoSend bills postage as a true pass-through cost and passes on to the Client the Full-Service IMb discount
- No need to order preprinted stock, due to our full-color duplex variable printing capabilities and customer-targeted messaging.
- Capacity to handle both high-volume and low-volume, specialized print and mailing requests with fast turn-around times.
- PCI Level 1 Compliant and SOC Type I & II Audited
- Finished mail pieces are delivered to the USPS within one (1) business day



What Our Clients Say



"We are just as satisfied today with the service as we were when we initially signed up with InfoSend. The work is done consistently and on time every month."

-Greg Paige, Billing Specialist, City of Palm Springs, CA

"I am very happy with the service provided by InfoSend! Their website is easy to navigate and sample files for review are turned around very promptly after being uploaded for processing, which is a huge help to me. On a couple of occasions, I have needed support after approving a sample file, and I was helped right away."

- Sara Hartnett, Utility Billing Clerk, Lake Forest, IL

"The Colony has worked with InfoSend for several years now for our bill printing needs. Implementation was a seamless breeze. If anything needed to be tweaked, it was done immediately. I have always been able to contact my account manager with any question and get a response the same day EVERY TIME. If my contact is out of the office, I am always able to contact an alternate the same day. Customer service from InfoSend is clearly demonstrated as a top priority."

- Molly Owczar, Director of Customer Services, The Colony, TX

"We love InfoSend! Working with anyone at InfoSend has always been an absolute pleasure and I can honestly say you guys are a rarity when it comes to the level of service and quality of care you provide. We never wait for assistance; every staff member is knowledgeable and helpful and I am entirely grateful we were referred to you in 2015. I wish there were more businesses such as yours, truly."

- Julie Zangara, NorthStar Community Services District, CA

Thank you!

GRANBURY INTERLOCAL AGREEMENT



AUGUST 26, 2024

SHERRY ROBERTS

FINANCE DIRECTOR

WHY THE ILA?



➤ **THE INTERLOCAL AGREEMENT (ILA) IS REQUIRED FOR THE CITY OF GLENN HEIGHTS TO “PIGGYBACK” OFF THE CITY OF GRANBURY’S CONTRACT AGREEMENT WITH INFOSEND.**

➤ “Piggybacking” is allowed under Sec. 271.102. COOPERATIVE PURCHASING PROGRAM PARTICIPATION.

- (a) A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state.
- (b) A local government that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the signing local government will:
 - (1) designate a person to act under the direction of, and on behalf of, that local government in all matters relating to the program;
 - (2) make payments to another participating local government or a local cooperative organization or directly to a vendor under a contract made under this subchapter, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and
 - (3) be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.
- (c) A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

WHY CHANGE PROVIDERS?



A screenshot of the InfoSend website. The header includes the InfoSend logo, a phone number (+1 800-955-9330), and links for Careers, Home, and a menu. A navigation bar contains links for SOLUTIONS, ABOUT, CONTACT, and SITE LOGIN. The left sidebar lists services: Data Processing, Print & Mail Services (selected), BillPrint & Mail Service, AdPrint & Mail Service, Direct Communications, Production Technologies, Inserts, Move Updates - NCOA or ACS, and eBusiness Products & Solutions. The main content area is titled "BillPrint & Mail Service" and describes InfoSend as a full billing services provider (BSP). It mentions that billing documents like statements, invoices, and notices are great for outsourcing. It also notes that InfoSend can provide bill design services. There are three sub-sections: "Bills" (describing the printing process), "White 90 GSM" (describing the paper used), and "Envelopes" (describing the envelope options and pricing).

1. In order to change our **utility billing print and mail** system to a new company called InfoSend from DataProse, now called Matrix.

- Changing to InfoSend will save the City ≈\$13,000 year to mail out the newsletters and ≈\$4,000 year to print and mail utility bills.
- InfoSend is family-owned and operated. DataProse has been sold twice to different corporations.

QUESTIONS



COMMENTS

**A RESOLUTION OF THE CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-18-24**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, ACCEPTING AND APPROVING AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH THE CITY OF GRANBURY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Glenn Heights, Texas, has the opportunity to enter into an interlocal agreement with the City of Granbury, Texas, to establish a cooperative purchasing program which will allow both cities to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the cities' ability to satisfy state laws requiring competitive bids for the purchase of goods and services; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code authorize local governments to enter into interlocal agreements to facilitate the provision of government services and to establish cooperative purchasing programs; and

WHEREAS, the Council finds and determines that the interlocal agreement approved herein will promote and advance the public health and welfare and is in the best interest of the citizens of the City.

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

SECTION 1: That the City Council of the City of Glen Heights, Texas, does hereby accept and approve the Interlocal Cooperative Purchasing Agreement between the City of Glenn Heights and the City of Granbury, a correct copy of which is attached hereto as Exhibit "A."

SECTION 2: That the City Council does hereby authorize the Mayor to execute the Agreement on the City's behalf.

SECTION 3: This resolution shall become effective immediately upon its passage.

DULY PASSED by the City Council of the City of Glenn Heights, Texas this 3rd day of September 2024.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

David Berman, City Attorney

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF GLENN HEIGHTS
AND CITY OF GRANBURY**

THIS AGREEMENT is by and between the City of Glenn Heights, Texas, and the City of Granbury, Texas, (collectively, the "Parties"), each acting by and through duly authorized representatives.

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, the City of Glenn Heights ("Glenn Heights") and the City of Granbury ("Granbury") desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, Glenn Heights and Granbury represent that each are independently authorized to perform the governmental functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary materials, equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. **Purpose.** The purpose of this Agreement is to establish a cooperative purchasing program between the Parties which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each Party, in contracting for the purchase of supplies, materials, equipment, and services agrees, at its discretion, to extend competitively procured contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors. This Agreement does not create a partnership, association, joint venture, or trust.
2. **Cooperative Participation.** Glenn Heights and Granbury are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.

3. **Liability.** Each Party will designate a person to act on their behalf in all matters relating to the cooperative purchasing program. Each Party will make payments directly to vendors under the contracts made under Chapter 271, Subchapter F, Texas Local Government Code. The purchasing Party shall be responsible for its own ordering, inspections, and acceptance of goods and services. The purchasing Party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery. The originating contracting Party is not responsible or liable for the performance of any vendor used by the purchasing Party as a result of this Agreement. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. **Payment from Current Funds.** The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability or obligation of the other Party.
3. **Voluntary Participation.** Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals, and contracts subject to this Agreement on its own behalf.
4. **Compliance with Law.** Each Party shall be responsible for its own compliance with applicable laws and ordinances.
5. **Effective Date and Term.** This Agreement shall be effective when the last party signing causes the Agreement to be fully executed and will remain in full force and effect indefinitely. Any party may modify and/or terminate this Agreement in accordance with Paragraphs 6 and 7, respectively.
6. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
7. **Termination.** This Agreement may be terminated at any time by the Glenn Heights or Granbury, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 10 herein.
8. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity,

legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

9. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

If to City of Glenn Heights

Purchasing Division
1938 S. Hampton Road
Glenn Heights, Texas 75154
(972) 223-1690

If to City of Granbury:

Finance Department
116 W. Bridge Street
Granbury, Texas 76048
817-573-1114

10. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
11. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
12. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
13. **No Waiver of Rights.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.
14. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Hood County, Texas, for Granbury and shall be Dallas County, Texas, for Glenn Heights.

15. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
16. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
18. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

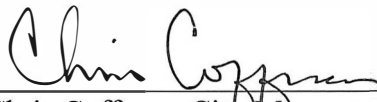
This Interlocal Agreement is executed to be effective the date of the last party to sign.

CITY OF GLENN HEIGHTS, TEXAS

By: _____
Sonja Brown, Mayor

Date: _____

CITY OF GRANBURY, TEXAS

By: 
Chris Coffman, City Manager

Date: 7/2/2024

ATTEST:

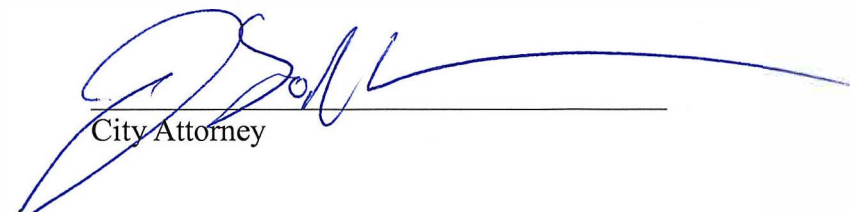
City Secretary



City Secretary

APPROVED AS TO FORM:

City Attorney



City Attorney

InfoSend 2024-2025

Item	Cost per item	ANNUAL	
		QUANTITY TOTALS	AMOUNT TOTALS
Statements	\$ 0.142	82,027	11,647.83
Postage	\$ 0.510	82,027	41,833.77
Late Notices	\$ 0.132	26,787	3,535.88
Print Image Archive(Search & View Bill)	\$ 0.010	108,814	1,088.14
Additional Impressions		0	-
Additional Inserts- Inserting Fee		0	-
Postage	\$ 0.510	26,787	13,661.37
Newsletter	\$ 0.089	82,034	7,301.03
Subtotal			79,068.02
			(7,301.03) Newsletters
			71,766.99

DP 2023-2024 (with missing invoices)

Item	Cost per item	ANNUAL	
		QUANTITY TOTALS	AMOUNT TOTALS
Statements	\$ 0.170	88,689	15,077.13
Postage	\$ 0.5412	88,689	47,841.12
Late Notices	\$ 0.170	26,787	4,553.79
Postage	\$ 0.5377	26,787	12,005.44
Print Image Archive(Search & View Bill)	\$ 0.030	108,676	3,260.28
Additional Impressions	\$ 0.040	1,433	57.32
Oversized Surcharge Group C	\$ 0.200	31	6.20
Additional Inserts- Inserting Fee	\$ 0.010	88,401	884.01
Newsletters	\$ 0.155	82,271	12,774.76
Other - Postage Used		6	93.53
Other - PDF Conversion		1	1,500.00
Subtotal			98,053.58
			4,488.00 Postage Adjustment
			102,541.58
Newsletter savings:		6,357.74	(13,658.77) Newsletters
Utility Bill savings:		17,115.83	88,882.82
Total Savings		23,473.57	(71,766.99) InfoSend
			17,115.82

Appendix 1
InfoSend Fee Schedule

Section 1. Price Escalations to InfoSend Fees

InfoSend reserves the right to increase InfoSend Fees on an annual basis starting with the first anniversary of the Effective Date to account for increases in the cost of materials, labor, and other overhead. The City will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if City uses DPPM Services, InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days' written notice to City, in the event of extraordinary increases to the cost of paper.

InfoSend pricing is predicated on City representations of City and City User transactional usage. Should City's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what City has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify City immediately and negotiate with City in good faith to pass on any increased costs to City, in accordance with actual City and City User transactional usage. Should InfoSend and City fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days' notice.

Section 2. City Representations

City Volume Representations
<u>Customers Contacted or Billed Monthly</u> -8,800 Statements & Notices
<u>Number of Batches Monthly</u> -Two (2)
<u>Existing Monthly Payment Counts</u> -3750 CC transactions per month - 401 ACH transactions per month -Existing IVR payments (if applicable)
<u>Average Customer Payment Amount</u> -\$155.83

Section 3. DPPM Fees:

Document Production Summary	
Statements & Notices Package includes: One printed page up to 4/4 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope	\$0.142 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 1:30PM local time at the production facility designated for your account. If samples are required then they must be approved by 3:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	\$0.00 (Waived during initial install)
Setup Fee – Data Only Input Files	\$0.00 (Waived during initial install)
Document Re-Design Fee	\$0.00 (Waived during initial install)
Data Processing Fee (per document)	\$0.01

Printing and Mailing Service	
Statement and Notices - Printing & Mailing Fee with up to 4/4 Ink	\$0.074
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.064 for up to 2/2 printing \$0.069 for up to 4/2 printing \$0.074 for up to 4/4 printing
Inline Insert Print Fee*	\$0.064 Black printing \$0.074 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per “hit” (address that gets updated)	\$0.30 NCOA \$0.30 ACS
*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment. The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days’ written notice to Client.	

Materials	
Standard 8.5” x 11” Paper Stock (per sheet)	\$0.015
Standard Double Window Outgoing #10 Envelope	\$0.023
Standard Single Window Return #9 Envelope	\$0.020
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.010
Inserting Fee Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply. Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case by case basis to determine if additional fees will apply for setup and handling.	\$0.010 per insert

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.010 - For 12 Months of Retention \$0.015 - For 18 Months of Retention \$0.020 - For 24 Months of Retention \$0.025 - For 36 Months of Retention

Print Image Archive API Monthly Support Fee	\$100.00
Final Doc Transfer (FDT)	\$0.010 per image InfoSend Batch File \$0.015 per image Custom File Format
Professional Services Rate (per hour)	\$150.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$50 monthly support fee

Section 3.1. Custom Forms/Envelopes

If City has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom City-specific materials (either in this Agreement or since its execution), then City understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. City agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if City stops using InfoSend's Service for any reason. City agrees to purchase the remaining supply of custom forms/envelopes upon City's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The City will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail City documents on the day of mailing. The postage charges are later invoiced to City based on the City's payment terms. InfoSend requires City to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination City must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

8,800 mail pieces per month x \$0.545 x 2 = \$9,592.00

The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to City average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to City.

Section 4. eBusiness Service Fees:

Multi-Channel Payments	
Bank Account (ACH)	\$.40 Client Absorbed
Credit Card (CC)	\$.40 Client Absorbed Interchange Passthrough

Above fees cover payment initiation through all channels hosted by InfoSend. All Payment Processing fees will be assessed by a registered ISO of TSYS and included in a merchant statement. All pricing is based on "Client Volume Assumptions" listed and excludes applicable sales tax.

InfoSend reserves the right to revise pricing at ANY time due to increase in average ticket amount, or if the credit card issuing companies raise interchange fees beyond what they are today. InfoSend is not responsible for either of the above scenarios having to change due to credit card issuer rules and regulations. In this case, InfoSend will negotiate a new pricing configuration in good faith to ensure compliance with credit card rules and regulations.

Online BillPay Platform	
Online BillPay Setup Fee	Waived
Monthly Maintenance	\$225.00
Per eBill Loaded	\$0.01
Per Enrolled Customer Fee	\$0.05

IVR Platform (Optional)	
IVR Setup Fee	Waived
Second Language Recording Setup Fee (Optional)	\$550.00
Monthly Maintenance	\$250.00
IVR Per Call Fee	\$0.25

SMS Platform (Optional)	
SMS Setup Fee	Waived
Monthly Maintenance	Waived
SMS Per Text Fee	\$0.05

Misc. Payment Fees	
ACH Return Fee	\$3.50
Chargeback Fee	\$20.00
Monthly Minimum	\$0.00
In-Person Virtual Terminal Payments	Hardware at an additional cost (Appx \$325.00)

Section 5. City Go-Live and Fees

InfoSend will provide City with a Demo instance of the System to approve configuration and simulation of Services. Upon City approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). City will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) City Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should City cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** Waived during initial install
- **EBPP Setup Fee:** Waived during initial install



Replat Case RP-002-24: Public hearing to receive testimony regarding a Residential Replat request for a tract of land situated in the Abraham Hart Survey, Abstract Number 563, Dallas County, Texas, for an approximate 2.5019 acre tract of land described as being Lot 1, Block 1, Cannon Addition, an addition to the City of Glenn Heights, Dallas County, Texas according to the plat thereof recorded in County Clerk Instrument 201400100244 and being commonly known as 925 W. bear Creek Road, Glenn Heights, Texas to create two residential lots "1A" and "1B" from the existing tract.

[illegible]



Replat Case RP-002-24: Discuss and take action on a Residential Replat request for a tract of land situated in the Abraham Hart Survey, Abstract Number 563, Dallas County, Texas, for an approximate 2.5019 acre tract of land described as being Lot 1, Block 1, Cannon Addition, an addition to the City of Glenn Heights, Dallas County, Texas according to the plat thereof recorded in County Clerk Instrument 201400100244 and being commonly known as 925 W. Bear Creek Road, Glenn Heights, Texas to create two residential lots "1A" and " 1B" from the existing tract. (Parviz Pourazizian, Director of Planning and Development Services)

[illegible]

MARTINEZ-VAZQUEZ REPLAT



PARVIZ POURAZIZIAN, DIRECTOR OF DEVELOPMENT
SERVICES

SEPTEMBER 03, 2024

RESIDENTIAL REPLAT



Public hearing to discuss and take action to recommend approval for a residential replat request for a tract of land situated in the Abraham Hart Survey, Abstract Number 563, Dallas County, Texas, for an approximate 2.5019 acre tract of land described as being lot 1, Block 1, Cannon Addition, an addition to the City of Glenn Heights, Dallas County, Texas according to the plat thereof recorded in County Clerk Instrument 201400100244 and being commonly known as 925 W. bear Creek Road, Glenn Heights, Texas to create two residential lots “1A” and “1B” from the existing tract.

REPLAT



Applicant: Santiago Martinez

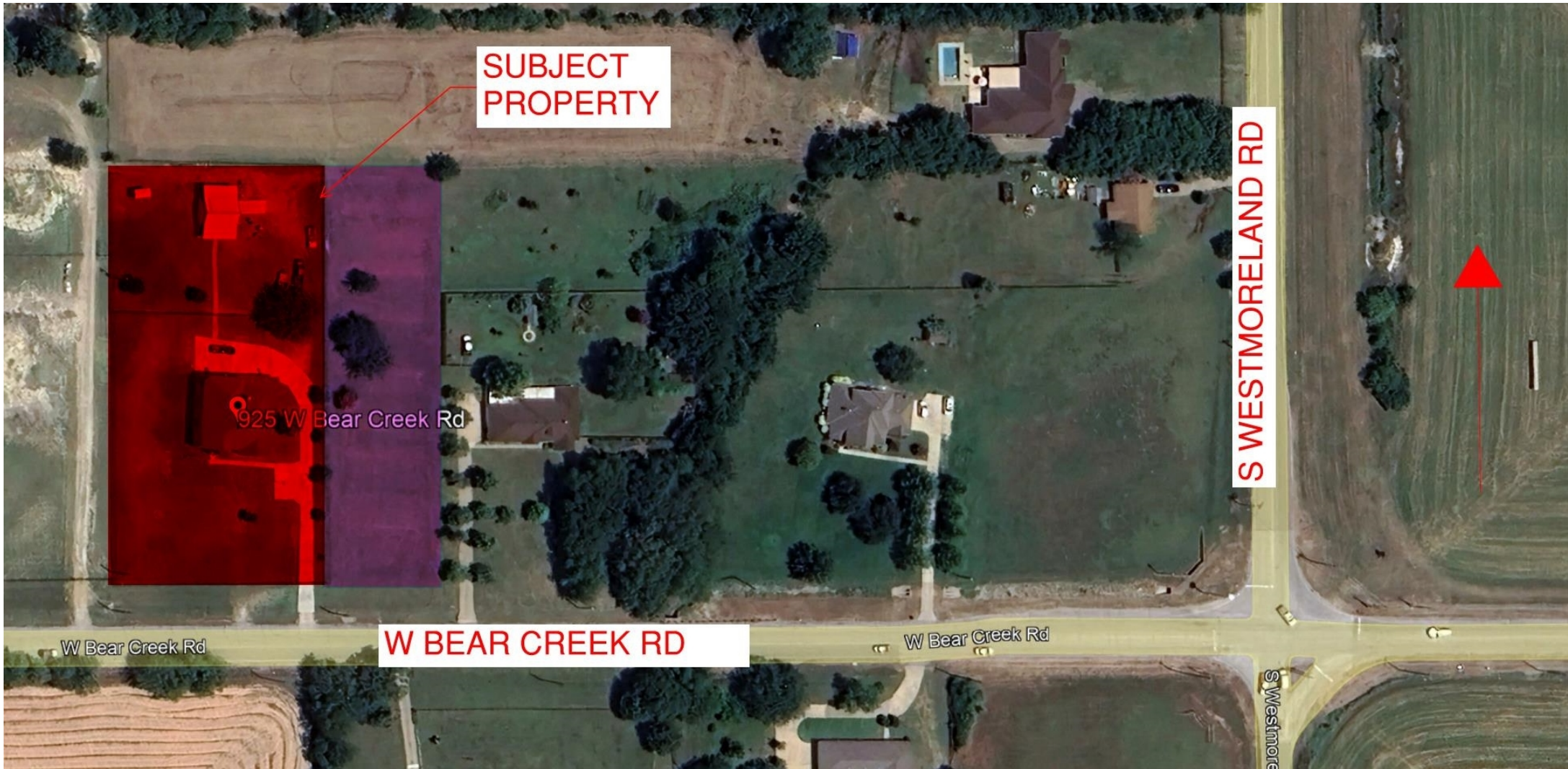
Location: 925 W Bear Creek (Subdivided Lot)

Request: Residential Replat

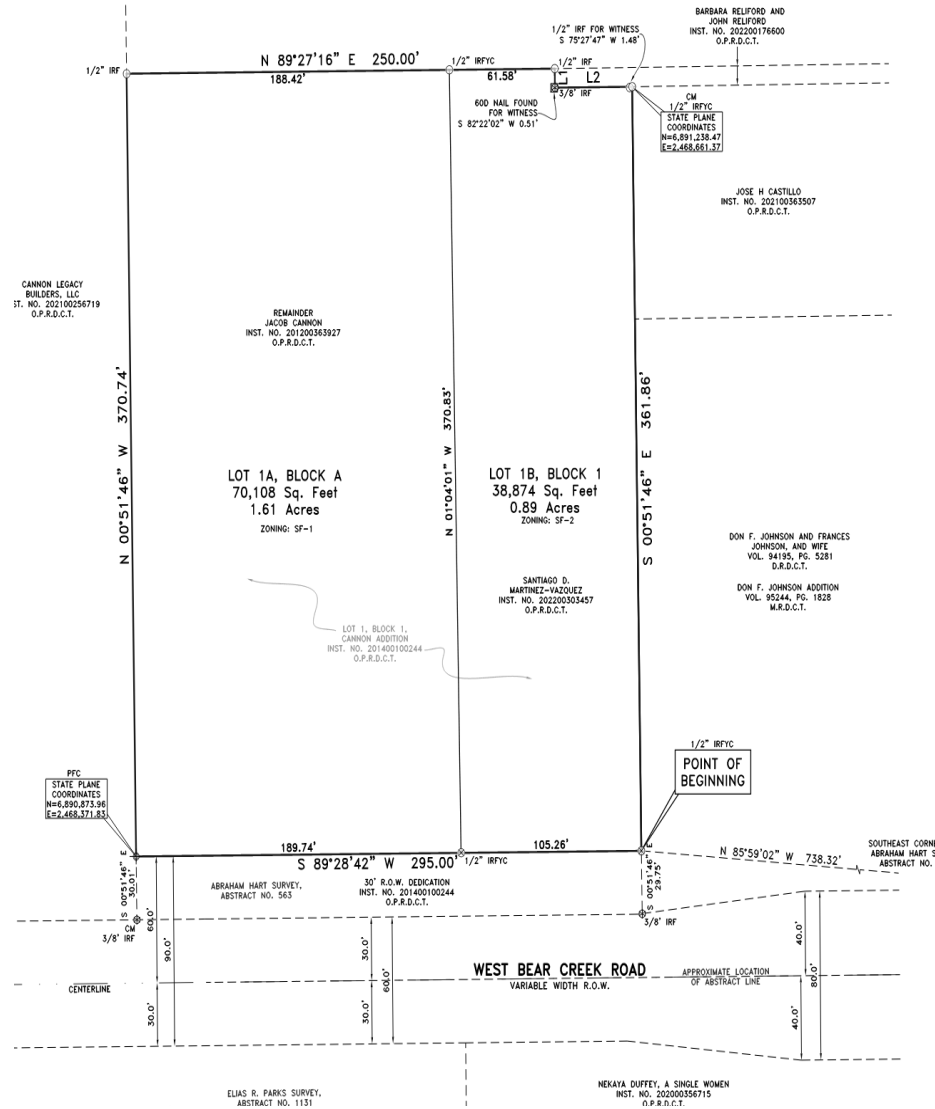
Acres: 2.5019 Ac. (108,982 SF)

Zone: SF-1 & SF-2

AERIAL VIEW



PLAT



RECOMMENDATION



- Staff recommends APPROVAL of the residential replat.

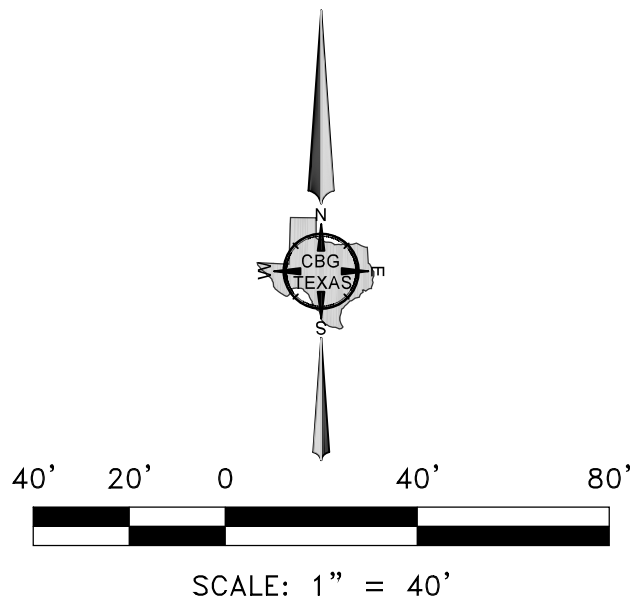
QUESTIONS



COMMENTS



VICINITY MAP
1" = 1000'



LINE	BEARING	DISTANCE
L1	S 00°52'41" E	9.00'
L2	N 89°27'24" E	45.00'

CANNON LEGACY BUILDERS, LLC
INST. NO. 202100256719
O.P.R.D.C.T.

REMAINDER
JACOB CANNON
INST. NO. 202100363927
O.P.R.D.C.T.

LOT 1A, BLOCK A
70,108 Sq. Feet
1.61 Acres
ZONING: SF-1

LOT 1B, BLOCK 1
38,874 Sq. Feet
0.89 Acres
ZONING: SF-2

SANTIAGO D.
MARTINEZ-VAZQUEZ
INST. NO. 202200303457
O.P.R.D.C.T.

DON F. JOHNSON AND FRANCES
JOHNSON, AND WIFE
VOL. 94195, PG. 5281
D.R.D.C.T.

DON F. JOHNSON ADDITION
VOL. 95244, PG. 1829
M.R.D.C.T.

LOT 1, BLOCK 1,
CANNON ADDITION
INST. NO. 201400100244
O.P.R.D.C.T.

PFC
STATE PLANE
COORDINATES
N=6,890,873.96
E=2,468,371.83

ABRAHAM HART SURVEY,
ABSTRACT NO. 563

30' R.O.W. DEDICATION
INST. NO. 201400100244
O.P.R.D.C.T.

WEST BEAR CREEK ROAD
VARIABLE WIDTH R.O.W.

APPROXIMATE LOCATION
OF ABSTRACT LINE

WENDELL STEWART AND WIFE,
MARTHA STEWART
VOL. 93054, PG. 3907
D.R.D.C.T.

ELIAS R. PARKS SURVEY,
ABSTRACT NO. 1131

NEKAYA DUFFEY, A SINGLE WOMEN
INST. NO. 202200356715
O.P.R.D.C.T.

KRAWCZYK ADDITION
VOL. 95047, PG. 1607
M.R.D.C.T.

GENERAL NOTES

- 1) BEARINGS SHOWN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD 83 (2011).
- 2) THE PURPOSE OF THIS REPLAT IS TO CREATE 2 LOTS FROM LOT 1, BLOCK 1, CANNON ADDITION.
- 3) ANY STRUCTURE NEW OR EXISTING MAY NOT EXTEND ACROSS NEW PROPERTY LINES.
- 4) COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
- 5) NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES.
- 6) THERE IS A MINIMUM GARAGE SETBACK LINE OF 20 FEET RECORDED IN INSTRUMENT NUMBER 201400100244. O.P.R.D.C.T.
- 7) SET BACKS SHALL FOLLOW TO THE CITY OF GLENN HEIGHTS ZONING ORDINANCE AT THE TIME OF DEVELOPMENT
- 8) THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.
- 9) PER THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY PANEL NO. 48113C0620K, EFFECTIVE DATE JULY 7, 2014, THIS PROPERTY IS IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN.
- 10) THE OWNER AND THE DEVELOPER RELEASE THE CITY OF GLENN HEIGHTS FROM ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, OR LIABILITIES BY THE ESTABLISHMENT OF GRADES, OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE EXISTING STREETS AND ALLEYS, TO CONFORMS THE GRADES ESTABLISHED IN THIS PLAT.

LEGEND:

CM
IRF
IRFYC
PFC
ESMT.
VOL.
PG.
INST. NO.
SQ. FT.
R.O.W.
M.R.D.C.T.
D.R.D.C.T.
O.P.R.D.C.T.

CONTROLLING MONUMENT
IRON ROD FOUND
1/2 INCH IRON ROD FOUND WITH A PLASTIC YELLOW CAP STAMPED
"CBG SURVEYING"
POINT FOR CORNER
EASEMENT
VOLUME
PAGE
INSTRUMENT NUMBER
SQUARE FEET
RIGHT-OF-WAY
MAP RECORDS, DALLAS COUNTY, TEXAS
DEED RECORDS, DALLAS COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

OWNER'S CERTIFICATE

STATE OF TEXAS COUNTY OF DALLAS

WHEREAS, Santiago D. Martinez-Vazquez and Jacob Cannon, are the sole owners a tract of land situated in the Abraham Hart Survey, Abstract Number 563, Dallas County, Texas, same being all of that tract of land conveyed to Santiago D. Martinez-Vazquez, by General Warranty Deed recorded in Instrument Number 202200303457, Official Public Records, Dallas County, Texas, same being a portion of a tract of land conveyed to Jacob Cannon, by General Warranty Deed recorded in Instrument Number 201200363927, Official Public Records, Dallas County, Texas, same being a portion of Lot 1, Block 1, Cannon Addition, an Addition to the City of Glenn Heights, Dallas County, Texas, according to the Plat thereof recorded in Instrument Number 201400100244, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found with yellow cap stamped "CBG Surveying" for corner, said corner being along the West line of Don F. Johnson Addition, an Addition to the City of Glenn Heights, Dallas County, Texas, according to the Plat thereof recorded in Volume 95244, Page 1828, Map Records, Dallas County, Texas, same being along the North right-of-way line of West Bear Creek Road (a variable width right-of-way);

THENCE South 89 degrees 28 minutes 42 seconds West, along the North right-of-way line of said West Bear Creek Road, a distance of 295.00 feet to a point for corner, said corner being along the North right-of-way line of said West Bear Creek Road, same being along the East line of a tract of land conveyed to Cannon Legacy Builders, LLC, by deed recorded in Instrument Number 202100256719, Official Public Records Dallas County, Texas;

THENCE North 00 degree 51 minutes 46 seconds West, along the East line of said Cannon Legacy Builders tract, a distance of 370.74 feet to a 1/2-inch iron rod found for corner, said corner being along the East line of said Cannon Legacy Builders tract, same being the Southwest corner of a tract of land conveyed to John Arthur Reliford and Barbara Reliford, husband and wife, by deed recorded in Instrument Number 202000312215, Official Public Records, Dallas County, Texas;

THENCE North 89 degrees 27 minutes 16 seconds East, along the South line of said Reliford tract (202000312215), a distance of 250.00 feet to a 1/2-inch iron rod found for corner, said corner being the Northwest corner of a tract of land conveyed to Barbara Reliford and John Reliford, by deed recorded in Instrument Number 202200176600, Official Public Records, Dallas County, Texas;

THENCE South 00 degrees 52 minutes 41 seconds East, along the West line of said Reliford tract (202200176600), a distance of 9.00 feet to 3/8- inch iron rod found for corner, said corner being Southwest corner of said Reliford tract (202200176600), from which a 60d nail found bears South 82 degrees 22 minutes 02 seconds West, a distance of 0.51 feet for witness;

THENCE North 89 degrees 27 minutes 24 seconds East, along the South line of said Reliford tract (202200176600), a distance of 45.00 feet to a 1/2 inch iron rod set with yellow cap stamped "CBG Surveying" for corner, said corner being the Northwest of a tract of land conveyed to Jose H Castillo, by deed recorded in Instrument Number 202100363507, Official Public Records, Dallas County, Texas, from which a 1/2 inch iron rod found bears South 75 degrees 27 minutes 47 seconds West, a distance of 1.48 feet for witness;

THENCE South 00 degree 51 minutes 46 seconds East, along the West line of said Castillo tract, a distance of 361.86 feet to the POINT OF BEGINNING and containing 108,982 square feet and or 2.50 acres of land.

SURVEYOR'S STATEMENT:

THAT I, Bryan Connally, do hereby certify that I prepared this Plat from an actual and accurate survey of the land and that the corner monuments shown thereon shall be properly placed, under my personal supervision, in accordance with the Development Code regulations of the City of Glenn Heights, Texas.

Dated this the _____ day of _____, 2024.

RELEASED FOR REVIEW ON 06/28/2024, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Bryan Connally
Texas Registered Professional Land Surveyor No. 5513

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bryan Connally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for the State of Texas
My commission expires:

WAIVER OF CLAIM FOR DAMAGES

THE OWNER AND THE DEVELOPER RELEASE THE CITY OF GLENN HEIGHTS FROM ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, OR LIABILITIES BY THE ESTABLISHMENT OF GRADES, OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE EXISTING STREETS AND ALLEYS, TO CONFORMS THE GRADES ESTABLISHED IN THIS PLAT.

PLANNED DEVELOPMENT

SAID PLAT SHALL BE SUBJECT TO ALL REQUIREMENTS AS ESTABLISHED BY ZONING ORDINANCE SF-1.

APPROVED FOR PREPARATION OF FINAL PLAT

CHAIRPERSON, PLANNING AND ZONING COMMISSION	DATE	MAYOR	DATE
SECRETARY-PLANNING AND ZONING COMMISSION	DATE	CITY SECRETARY	DATE

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Santiago D. Martinez-Vazquez and Jacob Cannon, do hereby adopt this Plat designating the herein above described property as **MARTINEZ-VAZQUEZ ADDITION**, an Addition to the City of Glenn Heights, Texas, and does hereby dedicate to the public use forever the streets and alleys thereon; and does hereby dedicate the easement strips shown on the Plat for mutual use and accommodation of all public utilities desiring to use of using same, no buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easement strips on said plat. Any public utility shall at all times have the right or ingress or egress to an and from and upon any said easement for the purpose of constructing, reconstructing, egress to and from and upon any said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. Further, Santiago D. Martinez-Vazquez and Jacob Cannon do hereby agree to waive and release the City and its Officers and employees for any claim of damages occasioned by the established of grades or alterations of the surface of any portion of any occasioned by the established of grades of alterations of the surface of any existing streets and alleys to conform to the grades established in this approved subdivision. This Property does not alter or remove existing deed restriction or covenants, if any, on this property, pursuant to section 12.0002 of the Texas property code, as amended, I have obtained original tax certificates from each taxing unit with jurisdiction over each parcel of real property in said subdivisions indicating that no delinquents and valorem taxes are owed on the real property which is the subject of the plat or replat I have submitted to the City of Glenn Heights, Dallas County, Texas for filing and recording with the Dallas County Clerk's Office.

WITNESS, my hand, Texas, this the _____ day of _____, 2024.

By: _____
Santiago D. Martinez-Vazquez (Owner)

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Santiago D. Martinez-Vazquez known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for the State of Texas
My commission expires:

WITNESS, my hand, Texas, this the _____ day of _____, 2024.

By: _____
Jacob Cannon (Owner)

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jacob Cannon known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for the State of Texas
My commission expires:

WITNESS, my hand, Texas, this the _____ day of _____, 2024.

By: _____
Sonja A. Brown, Mayor

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sonja A. Brown known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for the State of Texas
My commission expires:

OWNER: JACOB CANNON
11700 COUNTY ROAD WEST
MIDLAND, TEXAS 79707

OWNER: SANTIAGO D.
MARTINEZ-VAZQUEZ
213 MONICA STREET
GLENN HEIGHTS, TEXAS 75154
PHONE: 214-356-7392

REPLAT
MARTINEZ-VAZQUEZ ADDITION
LOTS 1A & 1B, BLOCK 1
108,982 SQ.FT. / 2.50 ACRES
BEING A REPLAT OF LOT 1, BLOCK 1
OF CANNON ADDITION
ABRAHAM HART SURVEY, ABSTRACT NO. 563
CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS

PLANNING & SURVEYING
Main Office
1413 E. IH-30, Ste. 7
Garland, TX 75043
P 214.349.9485
F 214.481.8716
Firm No. 10168800
www.cbgtllc.com

CBG
SURVEYING TEXAS LLC
PROFESSIONAL LAND SURVEYORS
DFW - Houston - East Texas - Austin - San Antonio

SCALE: 1"=40' / DATE: 06/28/2024 / JOB NO. 2217745-05 / DRAWN BY: JLA



Zone Change: Public hearing to receive testimony regarding amending the Comprehensive Zoning Ordinance, Plan and Map of the City of Glenn Heights, Texas, as amended, by granting a change in zoning from Business Park Commercial (BP-C Ordinance 843-07) to Commercial (C) and granting a Special Use Permit for long term or permanent open storage for a 5.00 +/- acre tract of land described as Lots 2, 3, 4, 5, 6, 7, and 8, of Block B, of the Willow Run Addition, City of Glenn Heights, Dallas County, Texas, and being commonly known as 1523 South Beckley Road, Glenn Heights, Dallas County, Texas.

[illegible]



Zone Change: Discuss and first reading of Ordinance O-19-24, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Comprehensive Zoning Ordinance, Plan and Map of the City of Glenn Heights, Texas, as amended, by granting a change in zoning from Business Park Commercial (BP-C Ordinance 843-07) to Commercial (C) and granting a Special Use Permit for long term or permanent open storage for a 5.00 +/- acre tract of land described as Lots 2, 3, 4, 5, 6, 7, and 8, of Block B, of the Willow Run Addition, City of Glenn Heights, Dallas County, Texas, and being commonly known as 1523 South Beckley Road, Glenn Heights, Dallas County, Texas. (Parviz Pourazizian, Director of Planning and Development Services)

[illegible]

TRACTOR SUPPLY



PARVIZ POURAZIZIAN, DIR. DEVELOPMENT SERVICES

SEPTEMBER 03, 2024

Zone Change and SUP



Public Hearing to discuss and consider making a recommendation to City Council regarding amending the Comprehensive Zoning Ordinance, plan and map of the City of Glenn Heights, Texas, as amended, by granting a change in zoning from Business Park-Commercial (BP-C) Ordinance 843-07) to Commercial (C) and granting a Special Use Permit for Long term or Permanent open storage for a 5.00+/- acre tract of land described as lots 2, 3, 4, 5, 6, 7 and 8, of Block B, of the Willow Run Addition, City of Glenn Heights, Dallas County, Texas, and being commonly known as 1523 South Beckley Road, Glenn Heights, Dallas County, Texas.

Zoning Request

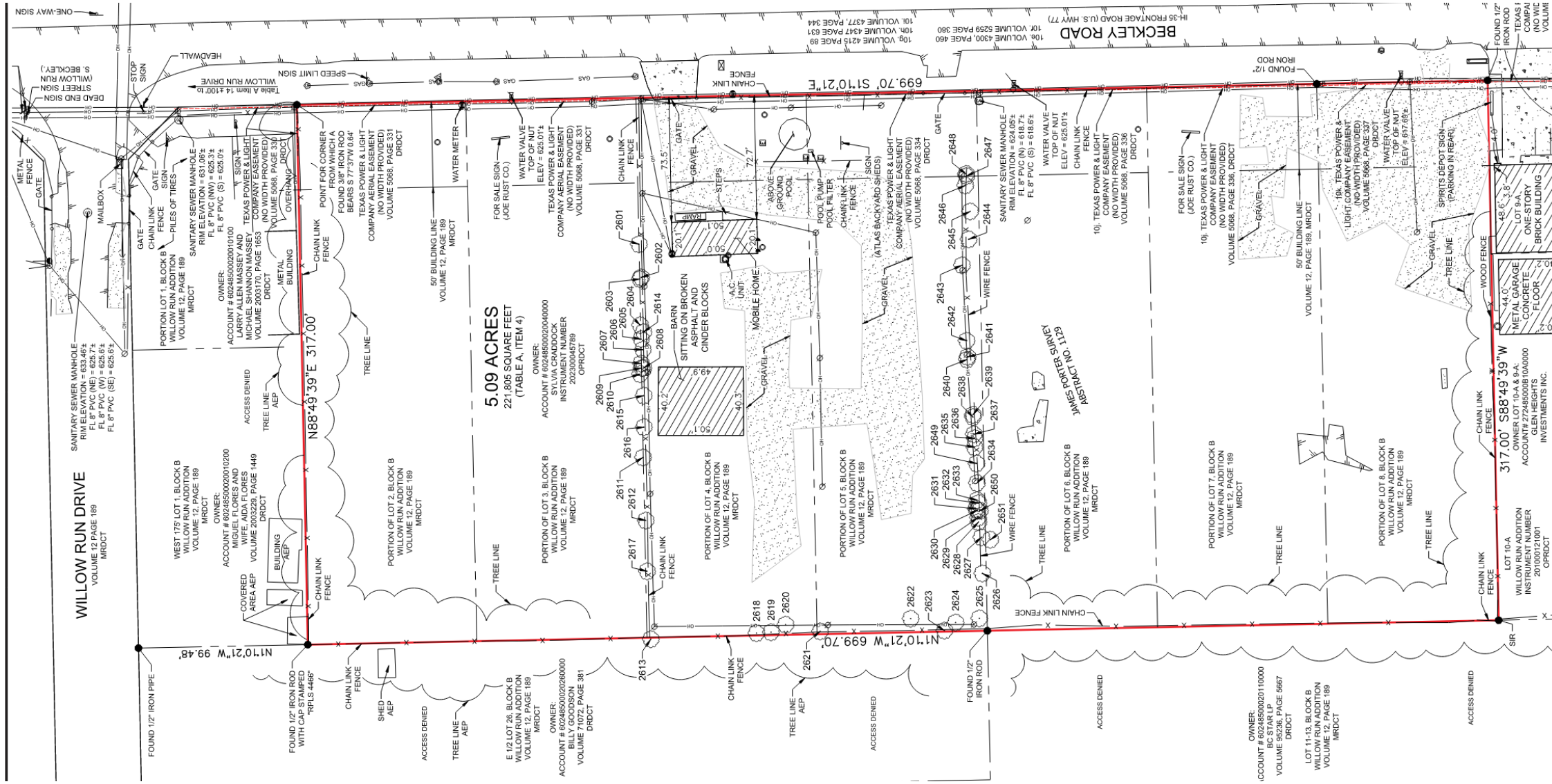


Applicant: Garret Howicz, on behalf of SE3, LLC

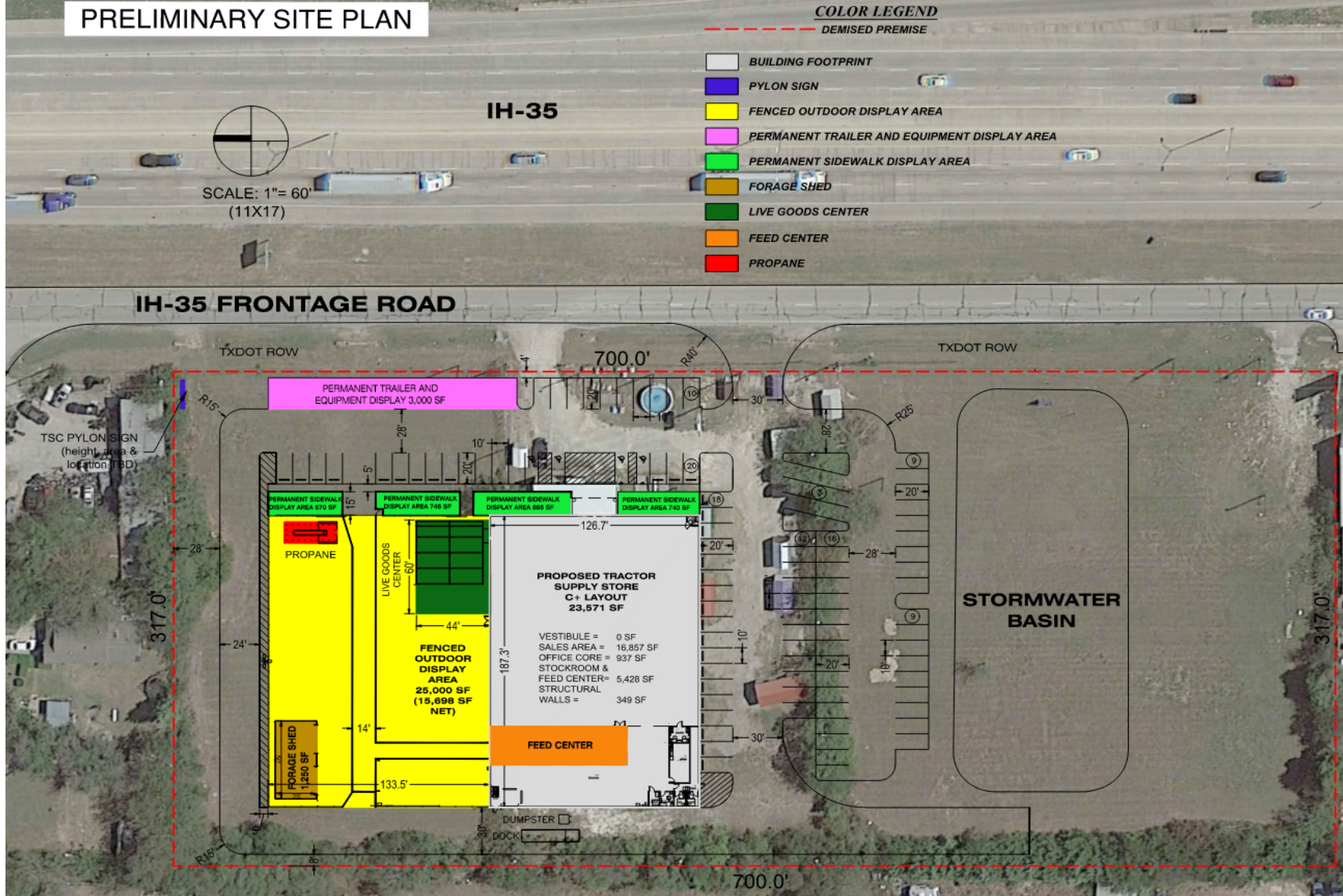
Location: 1523 S Beckley Rd, Glenn Heights

Request: Request for Zone Change and SUP

Acres: 5.00+/- Ac.



SITE PLAN



PROJECT INFORMATION

SITE AREA		
LOT		± 5.00 AC
TOTAL		± 5.00 AC

PARKING COUNT SUMMARY

TSC	23,571 SF	97 SP
TOTAL PROVIDED		97 SP
REQUIRED BY CITY		
BLDG 1/ PER 300 SF		79 SP
OUT SALES 1/600 SF		54 SP
TOTAL REQUIRED		133 SP

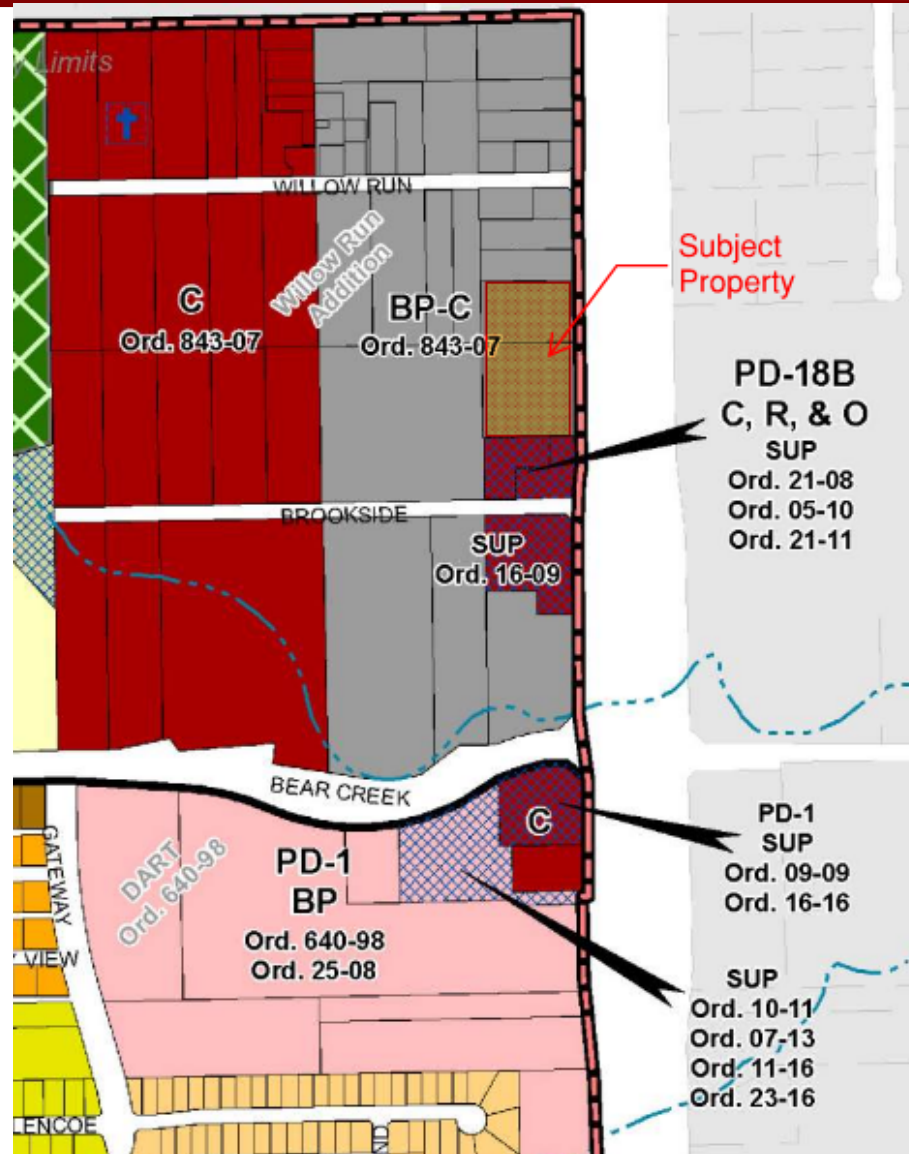
ZONING CLASSIFICATION

EXISTING	BP-C
PROPOSED	C

REQUIRED SETBACKS

FRONT	60'
SIDE	20'
REAR	20'

ZONING MAP



PICTURES



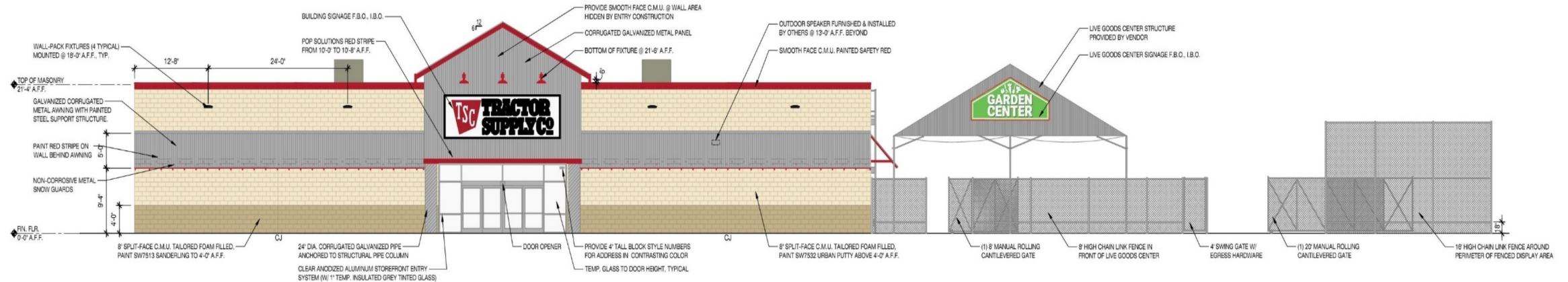
PICTURES



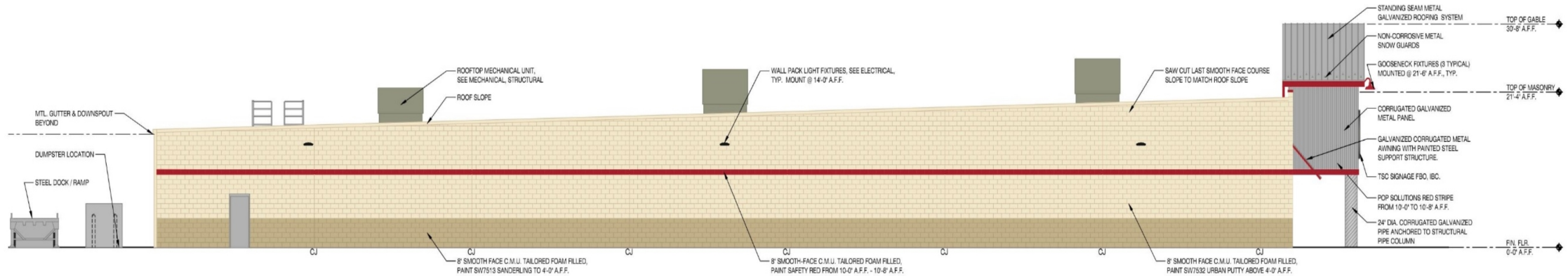
PICTURES



Elevations

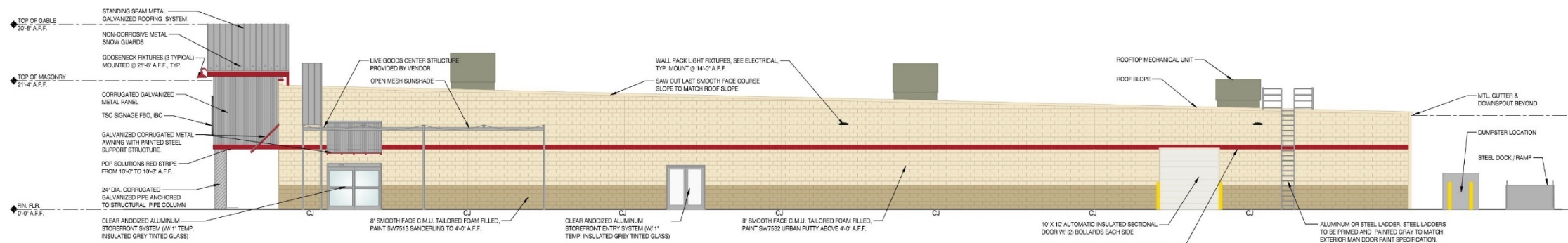


1 ELEVATION
SCALE: 1/8"=1'-0"
FRONT

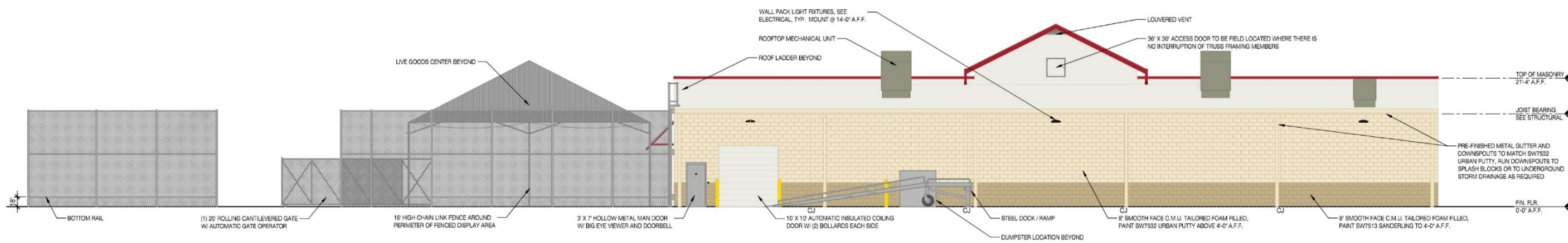


2 ELEVATION
SCALE: 1/8"=1'-0"
LEFT SIDE

Elevations



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



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

TRACTOR SUPPLY COMPANY

RECOMMENDATION



- ❑ Staff recommends the APPROVAL of this Zone change and Specific Use Permit (SUP) requests with following conditions:
 - 1. Long-term or permanent outside display (pursuant to Sec. 2.10(G)(7)(b) of Article IX of Chapter 14A of the Code of Ordinances) shall not exceed seventy-five percent (75%) (From 50%) of the front façade of the main building, exclusive of doors, windows and driveways;
 - 2. Display merchandise (pursuant to Sec. 2.10(G)(7)(c) of Article IX of Chapter 14A of the Code of Ordinances) shall not encroach into parking lot spaces that count toward the required minimum number of parking lot spaces, as well as fire lanes, walkways, rights of ways, or roadways;
 - 3. Long-term or permanent open storage (pursuant to Sec. 2.10(G)(8) of Article IX of Chapter 14A of the Code of Ordinances) shall not exceed fifteen percent (15%) (From 5%) of the total area; and
 - 4. Long-term or permanent open storage (pursuant to Sec. 2.10(G)(8)(a) of Article IX of Chapter 14A of the Code of Ordinances) in the area shown on the Site Plan attached hereto as Exhibit “B” (identified as Permanent Trailer and Equipment Sidewalk Display) need not be screened from public view. Additionally, a masonry/opaque screen wall is not required in front of the area shown on the Site Plan attached hereto as Exhibit “B” (identified as Fenced Outdoor display area).

QUESTIONS



COMMENTS

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS

ORDINANCE NO. O-19-24

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, PLAN AND MAP OF THE CITY OF GLENN HEIGHTS, TEXAS, AS AMENDED, BY GRANTING A CHANGE IN ZONING FROM BUSINESS PARK-COMMERCIAL (BP-C ORDINANCE 843-07) TO COMMERCIAL (C) AND GRANTING A SPECIAL USE PERMIT FOR LONG TERM OR PERMANENT OPEN STORAGE FOR A 5.00+/- ACRE TRACT OF LAND DESCRIBED AS LOTS 2, 3, 4, 5, 6, 7 AND 8, OF BLOCK B, OF THE WILLOW RUN ADDITION, CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS, AND BEING COMMONLY KNOWN AS 1523 SOUTH BECKLEY ROAD, GLENN HEIGHTS, DALLAS COUNTY, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Planning and Zoning Commission of the City of Glenn Heights and the City Council of the City of Glenn Heights, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Glenn Heights is of the opinion and finds that a zoning change should be granted, and that the Comprehensive Zoning Ordinance, Plan and Map should be amended.

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

SECTION 1: The Comprehensive Zoning Ordinance, Plan and Map of the City of Glenn Heights, Texas, as heretofore amended, be and the same are hereby amended by granting a change in zoning from Business Park-Commercial (BPC Ordinance 843-07) to Commercial (C) on a 5.00 +/- acre tract of land located at 1523 S Beckley Road, City of Glenn Heights, Dallas County, Texas, and being more particularly described as Lots 2, 3, 4, 5, 6, 7 and 8, of Block B, of the Willow Run Addition, City of Glenn Heights, Dallas County, Texas, and being more particularly described in in Exhibit "A" attached hereto (hereinafter, the "Property").

SECTION 2: The City Council hereby grants a Specific Use Permit to allow Long-Term or Permanent Open Storage on the Property in accordance with Article IX, Section 2.10, subpart (G)(8) ("Long-Term or Permanent Open Storage" in the "C" Commercial District) of Chapter 14A ("Zoning Ordinance") of Chapter 14 ("Zoning") of the Code of Ordinances, City of Glenn Heights, Texas, subject to the following additional specific use conditions:

1. Long-term or permanent outside display (pursuant to Sec. 2.10(G)(7)(b) of Article IX of Chapter 14A of the Code of Ordinances) shall not exceed seventy-five percent (75%) of the front façade of the main building, exclusive of doors, windows and driveways;
2. Display merchandise (pursuant to Sec. 2.10(G)(7)(c) of Article IX of Chapter 14A of the Code of Ordinances) shall not encroach into parking lot spaces that count toward the required minimum number of parking lot spaces, as well as fire lanes, walkways, rights of ways, or roadways;
3. Long-term or permanent open storage (pursuant to Sec. 2.10(G)(8) of Article IX of Chapter 14A of the Code of Ordinances) shall not exceed fifteen percent (15%) of the total area; and
4. Long-term or permanent open storage (pursuant to Sec. 2.10(G)(8)(a) of Article IX of Chapter 14A of the Code of Ordinances) in the area shown on the Site Plan attached hereto as Exhibit “B” (identified as Permanent Trailer and Sidewalk Display) need not be screened from public view. Additionally a masonry/opaque screen wall is not required in front of the area shown on the Site Plan attached hereto as Exhibit “B” (identified as Fenced Outdoor display area).

SECTION 3. The Property shall hereafter be used for lawful purposes provided for in the “C” Commercial District with a Special Use Permit for Long-Term or Permanent Open Storage and only in the manner and for the purposes provided herein, subject to the specific conditions stated herein, and by the ordinances of the City of Glenn Heights, Texas, as heretofore amended, and as amended herein.

SECTION 4. All provisions of the Ordinances of the City of Glenn Heights, Texas, in conflict with the provisions of this ordinance as applicable to the Property be and are hereby repealed and all other provisions of the ordinances of the City of Glenn Heights, Texas, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. Should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or the Comprehensive Zoning Ordinance as a whole, or any part or provision thereof, other than the part declared to be invalid, illegal, or unconstitutional.

SECTION 7. Any person, firm, or corporation violating any of the provisions or terms of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, shall be subject to a penalty by fine not to exceed two thousand dollars (\$2,000.00) for each offense, and each and every day such violation continues or is allowed to exist shall constitute a separate offense.

SECTION 8. This ordinance shall take effect immediately from and after its passage and

the publication of its caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Glenn Heights, Texas this _____ day
of _____, 2024.

APPROVED:

SONJA A. BROWN, MAYOR

ATTEST:

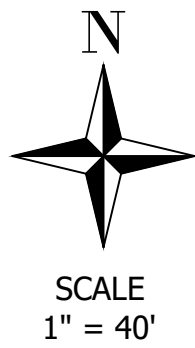
Brandi Brown, City Secretary

APPROVED AS TO FORM:

David M. Berman, City Attorney

Exhibit "A"
Legal Description

BEING A 5.00+/- ACRE TRACT OF LAND DESCRIBED AS LOTS 2, 3, 4, 5, 6, 7 AND 8, OF BLOCK B, OF THE WILLOW RUN ADDITION, CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS, AND BEING COMMONLY KNOWN AS 1523 SOUTH BECKLEY ROAD, GLENN HEIGHTS, DALLAS COUNTY, TEXAS.



VICINITY MAP
NOT TO SCALE

NOTES

1. Grid Bearings based on the Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone 4202 from GPS observations using the RTK Cooperative Network.

2. According to graphical plotting of the Flood Insurance Rate Map for Dallas County, Texas, Incorporated Areas, Panel 630 of 725, Map Numbers 4811300630K, Map Revised Date: July 7, 2014, the subject property is located in: Zone X (unshaded), Table A, Item 3

Zone X (unshaded) defined as - areas determined to be outside the 0.2% annual chance floodplain.

This statement does not reflect any type of flood study by this firm.

3. Zoning report or letter not provided by client. Table A, Item 6(a) and 6(b) Per City of Glen Heights Zoning map dated June 28, 2018 tract appears to be located in BP-C (Business Park Commercial) Ordinance 043-07

4. The location of utility features shown hereon are based upon field location of physical structures. No excavations were made to verify underground utility locations and additional underground utilities may exist. Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Underground excavation can be coordinated with a Subsurface Utility Engineer for Quality Level A utility locates. Utility Plans have not been provided by client. Table A, Item 11a

5. Adjoining owners on the survey are from current tax records per the Dallas County Appraisal District, February 21, 2024. Table A, Item 13

6. Per TxDOT project tracker (02-21-2024) Table A, Item 17

Project Information - TxDOT Connect
Control Section Job: 044202167
Highway: IH 35E
From Limit: Ellis County Line
To Limit: Ann Arbor Avenue
Description: Safety Improvement Projects
Project Construction
Work Begin Date: 01/20/2022
Estimated Completion Date: TBD

Project Information - TxDOT Connect
Control Section Job: 044202162
Highway: IH 35E
From Limit: Ellis County Line
To Limit: Bear Creek Road
Description: Interchange (new or reconstructed)
Project Construction: TBD

7. Field delineation markers of wetlands conducted by a qualified specialist hired by the client were not observed in the process of conducting fieldwork. Table A, Item 20

8. Improvements in Access Denied areas obtained from Aerial Photogrammetry (AEP)
Dated: February 13, 2024

9. The following instruments of public record are located or touching the subject property.

- i) Easement recorded in Volume 5068 Page 334, Real Property Records, Dallas County, Texas, as shown.
- ii) Easement recorded in Volume 5068 Page 331, Real Property Records, Dallas County, Texas, as shown.

9. The surveyor has not abstracted the record title and/or easements of the subject property. The surveyor prepared this survey with the benefit of a title commitment issued by First American Title Insurance Company, GF No. NCS-1199323-NAS, with an effective date of November 8, 2023 and an issue date of November 17, 2023 and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property which may have been filed in the real property records but are not disclosed in said title commitment.

SCHEDULE B NOTES

The following instruments of public record as listed in Schedule B of said Title Commitment **ARE LOCATED ON OR TOUCHING** the Subject property:

1. Subject to Restrictive covenants recorded in Volume 12 Page 289, Volume 3196 Page 613, Volume 3568 Page 280, Volume 2757 Page 199, Volume 3299 Page 116, Volume 3193 Page 233, Volume 3174 Page 619 and Volume 2836 Page 569, Real Records, Dallas County, Texas.

10.e. Right-of-way deed recorded in volume 4300 page 460, Real Property Records, Dallas County, Texas, as shown.

10.f. Deed recorded recorded in volume 5259 page 380, Real Property Records, Dallas County, Texas, as shown.

10.g. Right-of-way Deed recorded in volume 4215 page 89, Real Property Records, Dallas County, Texas, as shown.

10.h. Right-of-way Deed recorded in volume 4347 page 631, Real Property Records, Dallas County, Texas, as shown.

10.i. Right-of-way Deed recorded in volume 4377 page 344, Real Property Records, Dallas County, Texas, as shown.

10.j. Easement recorded in volume 5068 page 336, Real Property Records, Dallas County, Texas, as shown.

10.k. Easement recorded in volume 5068 page 337, Real Property Records, Dallas County, Texas, as shown.

10.l. Service Agreement recorded in volume 2003243 page 7519, Real Property Records, Dallas County, Texas is blanket in nature. Affects Lots 4, 5, 6, 7 and 8 of Block B.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

NO.	DESCRIPTION
2601	10" HACKBERRY
2602	9" HACKBERRY
2603	5" HACKBERRY
2604	9" CEDAR
2605	9" CEDAR
2606	8" CEDAR
2607	5" CEDAR
2608	8" HACKBERRY
2609	6" CEDAR
2610	7" CEDAR
2611	5" MISC. TREE
2612	8" CEDAR
2613	15" HACKBERRY
2614	7" MISC. TREE
2615	5" HACKBERRY
2616	5" HACKBERRY
2617	7" ELM
2618	12" HACKBERRY
2619	4" CEDAR
2620	4" ELM

NO.	DESCRIPTION
2621	4" CEDAR
2622	4" MISC. TREE
2623	6" HACKBERRY
2624	4" HACKBERRY
2625	4" MISC. TREE
2626	4" CEDAR
2627	7" HACKBERRY
2628	5" HACKBERRY
2629	18" HACKBERRY
2630	6" HACKBERRY
2631	8" HACKBERRY
2632	10" HACKBERRY
2633	9" HACKBERRY
2634	8" HACKBERRY
2635	7" HACKBERRY
2636	8" HACKBERRY
2637	5" HACKBERRY
2638	5" HACKBERRY
2639	10" HACKBERRY
2640	7" HACKBERRY

NO.	DESCRIPTION
2641	9" HACKBERRY
2642	17" HACKBERRY
2643	5" HACKBERRY
2644	11" CEDAR
2645	6" CEDAR
2646	14" ELM
2647	8" HACKBERRY
2648	8" HACKBERRY
2649	9" CEDAR
2650	7" MISC. TREE
2651	5" HACKBERRY

SURVEYOR'S CERTIFICATE

To: First American Title Insurance Company, TKC Land Development II, LLC, Sylvia Craddock

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 6(a) 6(b), 8, 11(b), 13, 14, 17 and 20(a) of Table A thereof.

The field work was completed on February 15, 2024.

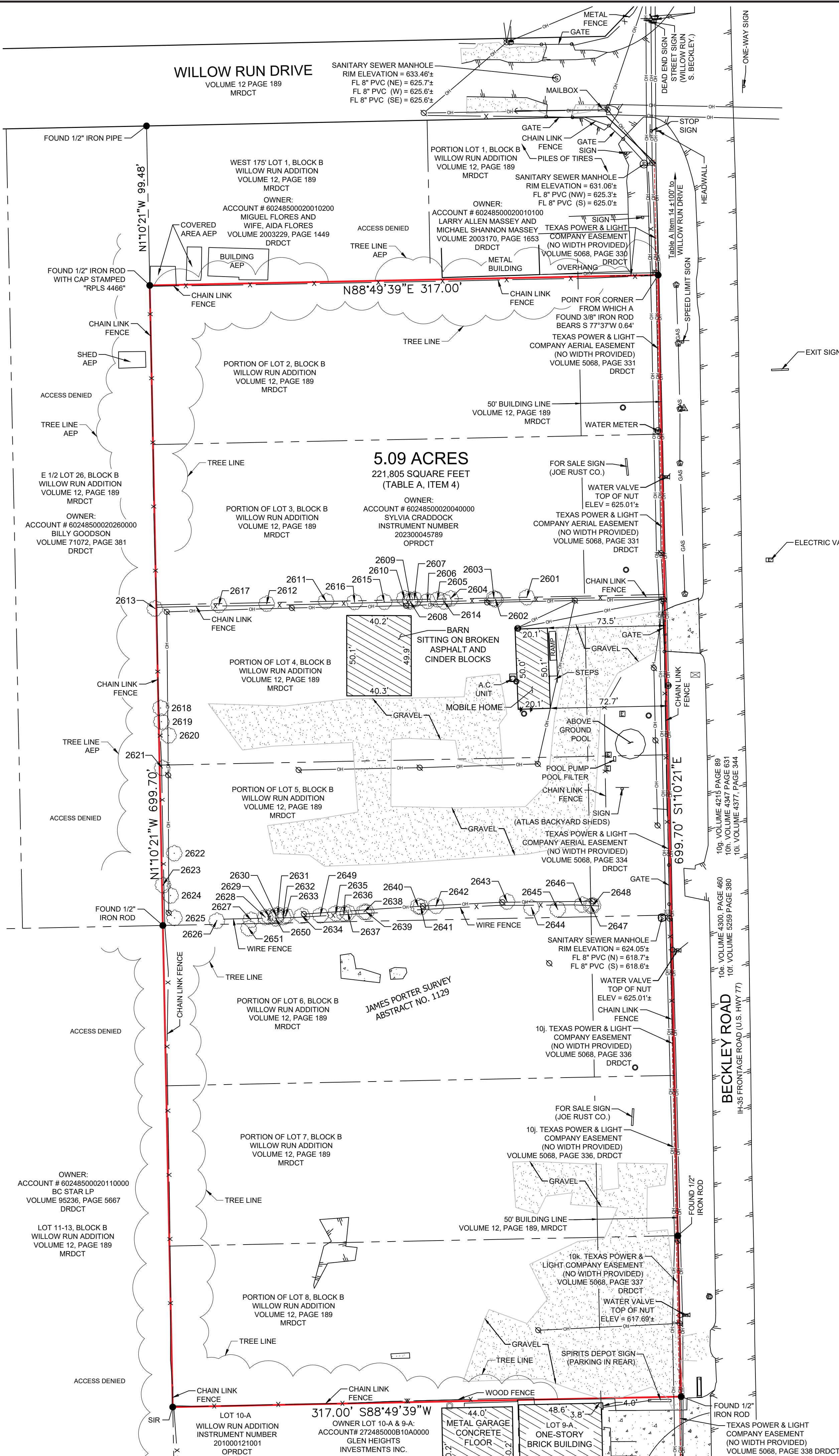
February 15, 2024

Desirée L. Hurst

Date

Registered Professional Land Surveyor No. 6230

This certificate is revoked and the survey null and void if this document is altered in any manner, used or relied upon by any person other than those addressed above or does not bear an original signature and embossed seal of the Surveyor.



Property Description

Being all of Lots 2, 3, 4, 5, 6, 7 and 8 in Block B, of WILLOW RUN ADDITION, an Addition to the City of Glenn Heights, Dallas County, Texas, according to the Map thereof recorded in Volume 12, Page 289, of the Map Records of Dallas County, Texas.

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LEGEND

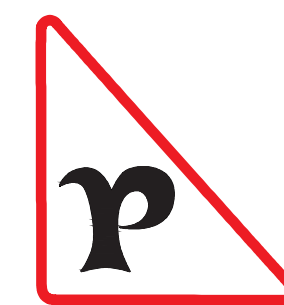
	GAS METER
	GAS MARKER FLAG/YELLOW PAINT MARK
	GAS SIGN
	GUY ANCHOR
	UTILITY POLE
	SIGN
	FIRE HYDRANT
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
	WATER BOX
	SITE BENCHMARK
	WATER MANHOLE
	WATER VALVE
	WATER METER
	ELECTRIC BOX
	ELECTRIC HAND HOLE
	GAS BOX
	WATER HAND HOLE
	MAILBOX
	A.C. UNIT
AEP	OBTAINED FROM AERIAL PHOTOGRAMMETRY

LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	OVERHEAD UTILITY LINE
	GRAVEL
	CONCRETE PAVEMENT
	ASPHALT PAVEMENT
OPRDCT	OFFICIAL PUBLIC DALLAS COLLIN COUNTY TEXAS
MRDCT	MAP RECORDS DALLAS COUNTY TEXAS
DRECT	DEED RECORDS DALLAS COUNTY TEXAS
SIR	SET 1/2" IRON ROD WITH CAP STAMPED "ypassociates.com"

ALTA/NSPS LAND TITLE SURVEY OF 5.09 ACRES ACRES

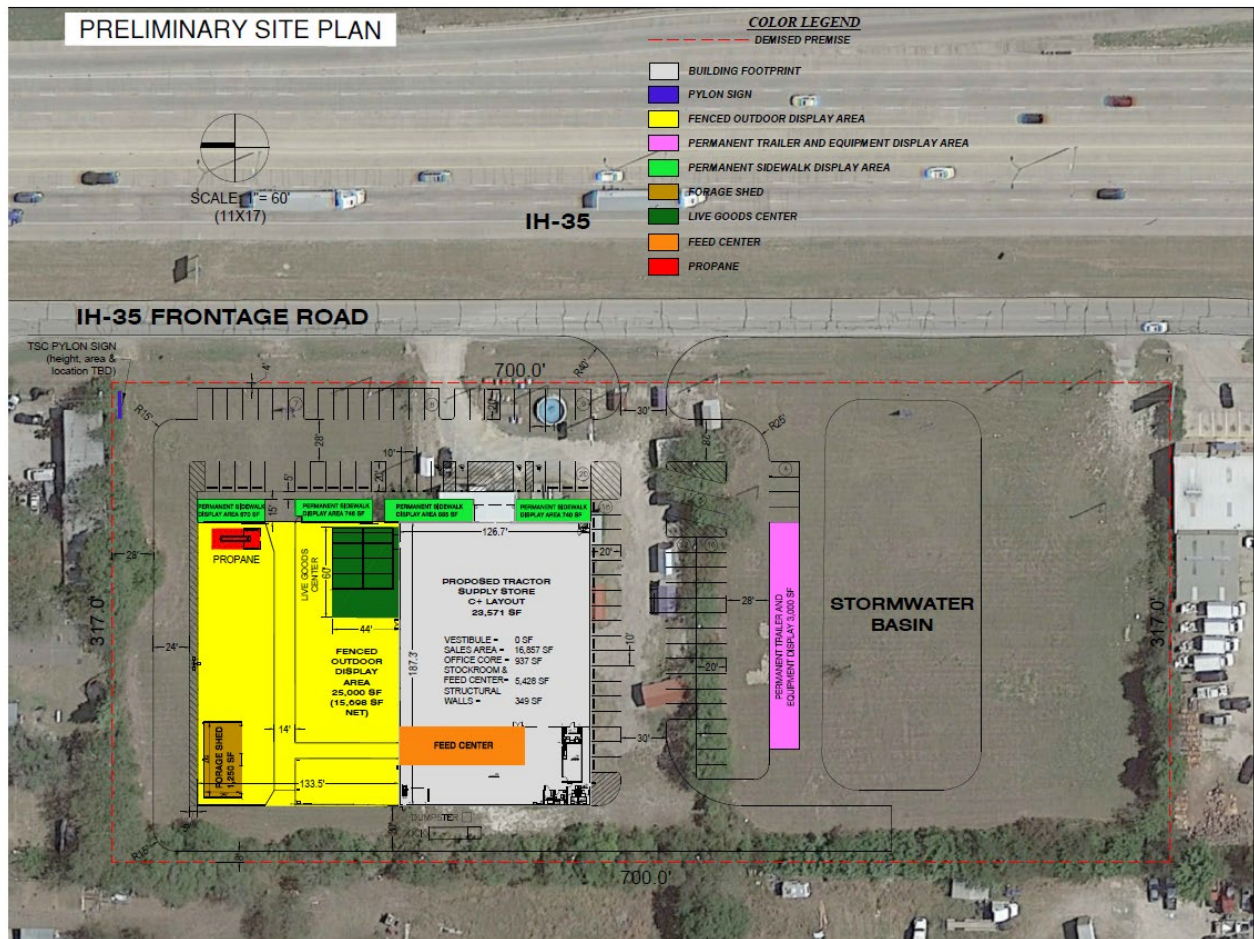
SITUATED IN THE
JAMES PORTER SURVEY, ABSTRACT NUMBER 1129
CITY OF GLENN HEIGHTS
DALLAS COUNTY, TEXAS

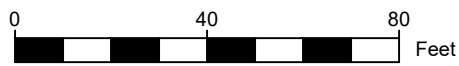
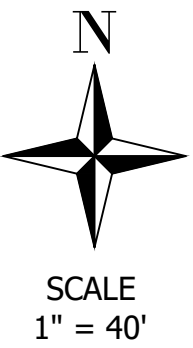


YAZEL PEEBLES & ASSOCIATES LLC
P.O. Box 210097 817.268.3316 ypassociates.com TBPELS 10194022
Bedford, TX 76095 info@ypassociates.com
2024-148-001 February 15, 2024 PAGE 1 OF 1

Exhibit B

Site Plan





VICINITY MAP
NOT TO SCALE

NOTES

1. Grid Bearings based on the Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone 4202 from GPS observations using the RTK Cooperative Network.

2. According to graphical plotting of the Flood Insurance Rate Map for Dallas County, Texas, Incorporated Areas, Panel 630 of 725, Map Numbers 4811300630K, Map Revised Date: July 7, 2014, the subject property is located in: Zone X (unshaded), Table A, Item 3

Zone X (unshaded) defined as - areas determined to be outside the 0.2% annual chance floodplain.

This statement does not reflect any type of flood study by this firm.

3. Zoning report or letter not provided by client. Table A, Item 6(a) and 6(b) Per City of Glen Heights Zoning map dated June 28, 2018 tract appears to be located in BP-C (Business Park Commercial) Ordinance 043-07

4. The location of utility features shown hereon are based upon field location of physical structures. No excavations were made to verify underground utility locations and additional underground utilities may exist. Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Underground excavation can be coordinated with a Subsurface Utility Engineer for Quality Level A utility locates. Utility Plans have not been provided by client. Table A, Item 11a

5. Adjoining owners on the survey are from current tax records per the Dallas County Appraisal District, February 21, 2024. Table A, Item 13

6. Per TxDOT project tracker (02-21-2024) Table A, Item 17

Project Information - TxDOT Connect
Control Section Job: 044202167
Highway: IH 35E
From Limit: Ellis County Line
To Limit: Ann Arbor Avenue
Description: Safety Improvement Projects
Project Construction
Work Begin Date: 01/20/2022
Estimated Completion Date: TBD

Project Information - TxDOT Connect
Control Section Job: 044202162
Highway: IH 35E
From Limit: Ellis County Line
To Limit: Bear Creek Road
Description: Interchange (new or reconstructed)
Project Construction: TBD

7. Field delineation markers of wetlands conducted by a qualified specialist hired by the client were not observed in the process of conducting fieldwork. Table A, Item 20

8. Improvements in Access Denied areas obtained from Aerial Photogrammetry (AEP)
Dated: February 13, 2024

9. The following instruments of public record are located or touching the subject property.

i) Easement recorded in Volume 5068 Page 334, Real Property Records, Dallas County, Texas, as shown.

ii) Easement recorded in Volume 5068 Page 331, Real Property Records, Dallas County, Texas, as shown.

9. The surveyor has not abstracted the record title and/or easements of the subject property. The surveyor prepared this survey with the benefit of a title commitment issued by First American Title Insurance Company, GF No. NCS-1199323-NAS, with an effective date of November 8, 2023 and an issue date of November 17, 2023 and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property which may have been filed in the real property records but are not disclosed in said title commitment.

SCHEDULE B NOTES

The following instruments of public record as listed in Schedule B of said Title Commitment **ARE LOCATED ON OR TOUCHING** the Subject property:

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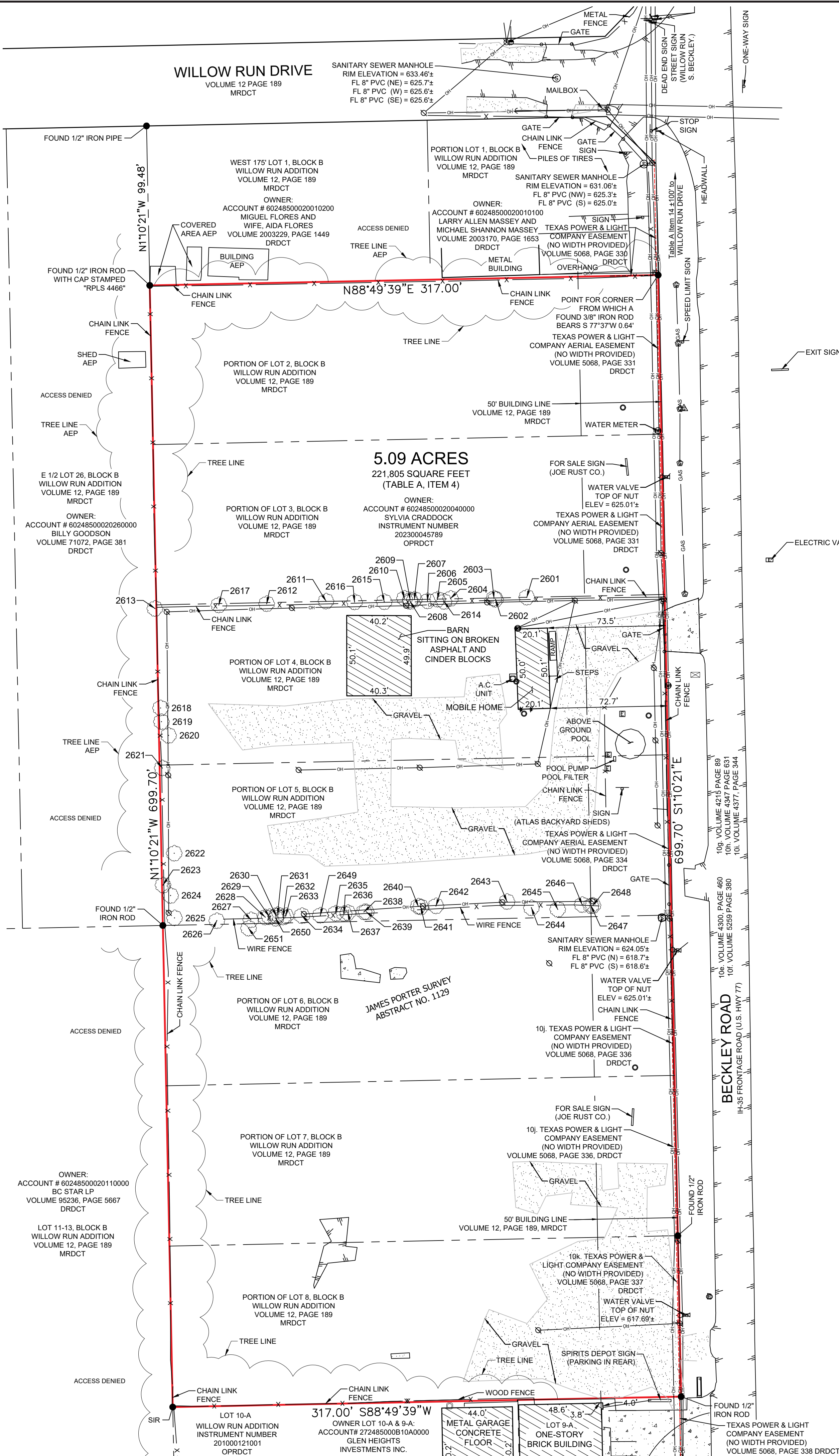
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LEGEND

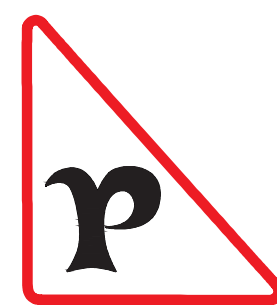
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	UTILITY POLE
	SIGN
	FIRE HYDRANT
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
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	SITE BENCHMARK
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	WATER VALVE
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	MAILBOX
	A.C. UNIT
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ALTA/NSPS LAND TITLE SURVEY OF 5.09 ACRES ACRES

SITUATED IN THE
JAMES PORTER SURVEY, ABSTRACT NUMBER 1129
CITY OF GLENN HEIGHTS
DALLAS COUNTY, TEXAS



YAZEL PEEBLES & ASSOCIATES LLC
P.O. Box 210097 817.268.3316 ypassociates.com TBPELS 10194022
Bedford, TX 76095 info@ypassociates.com
2024-148-001 February 15, 2024 PAGE 1 OF 1

PRELIMINARY SITE PLAN

COLOR LEGEND

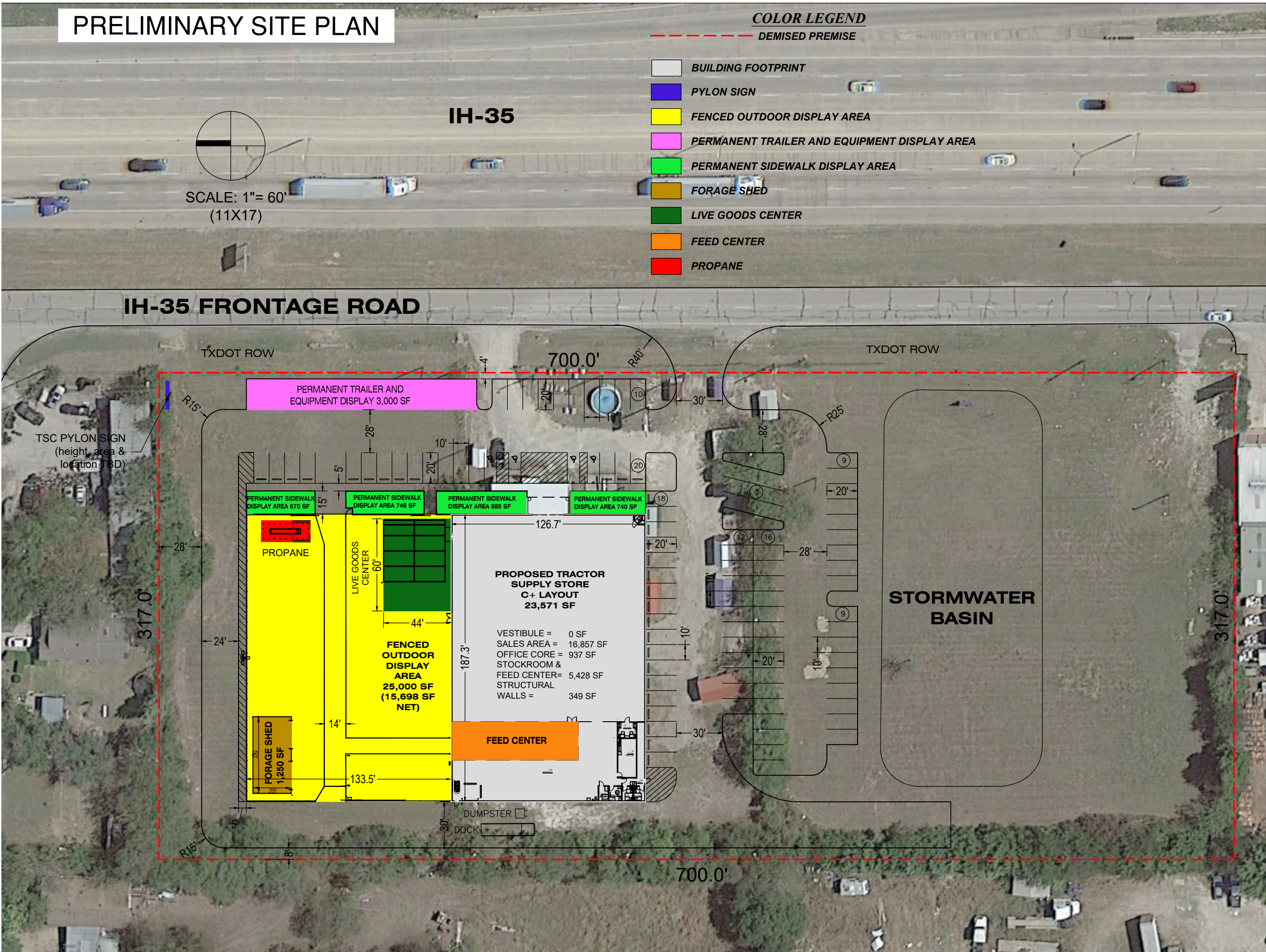
DEMISED PREMISE

- BUILDING FOOTPRINT
- PYLON SIGN
- FENCED OUTDOOR DISPLAY AREA
- PERMANENT TRAILER AND EQUIPMENT DISPLAY AREA
- PERMANENT SIDEWALK DISPLAY AREA
- FORAGE SHED
- LIVE GOODS CENTER
- FEED CENTER
- PROPANE

SCALE: 1"= 60'
(11X17)

IH-35

IH-35 FRONTAGE ROAD



PROJECT INFORMATION

SITE AREA		
LOT		± 5.00 AC
TOTAL		± 5.00 AC

PARKING COUNT SUMMARY

TSC	23,571 SF	97 SP
TOTAL PROVIDED		97 SP
REQUIRED BY CITY		
BLDG 1/ PER 300 SF		79 SP
OUT SALES 1/600 SF		54 SP
TOTAL REQUIRED		133 SP

ZONING CLASSIFICATION

EXISTING	BP-C
PROPOSED	C

REQUIRED SETBACKS

FRONT	60'
SIDE	20'
REAR	20'

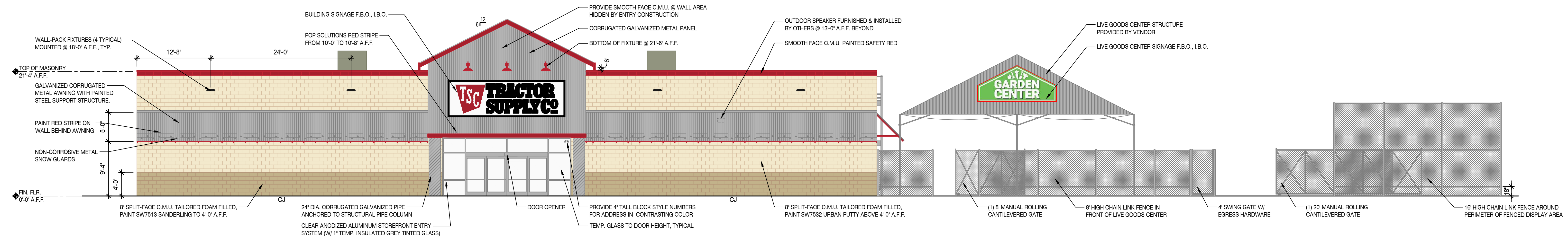
- PROJECT NOTES
- THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY. SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING, LANDSCAPE, PAVEMENT LINES AND UTILITY REQUIREMENTS MUST BE VERIFIED.
 - ALL CURB CUTS SHOWN ARE PROPOSED AND MUST BE VERIFIED.

DRAWING ISSUE/REVISION RECORD

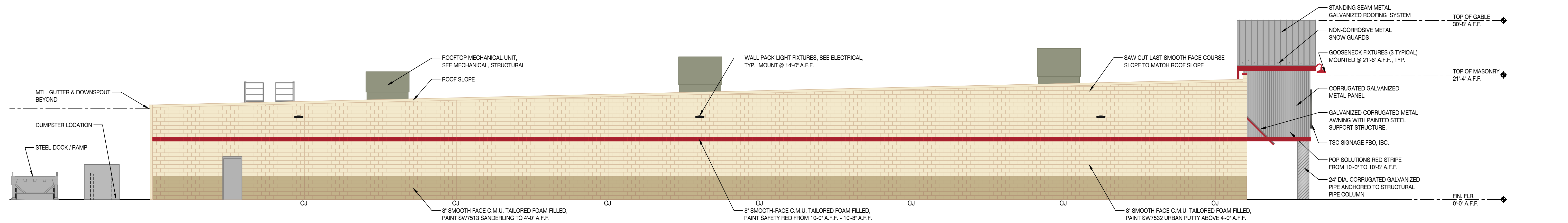
DATE	NARRATIVE	DRAWN BY
10/1/23	INITIAL RELEASE	SE3
10/11/23	REVISIONS	SE3
11/16/23	REVISIONS	SE3
2/12/24	REVISIONS	SE3
6/20/24	REVISIONS	SE3
8/7/24	REVISIONS	SE3

C+ PROTOTYPE

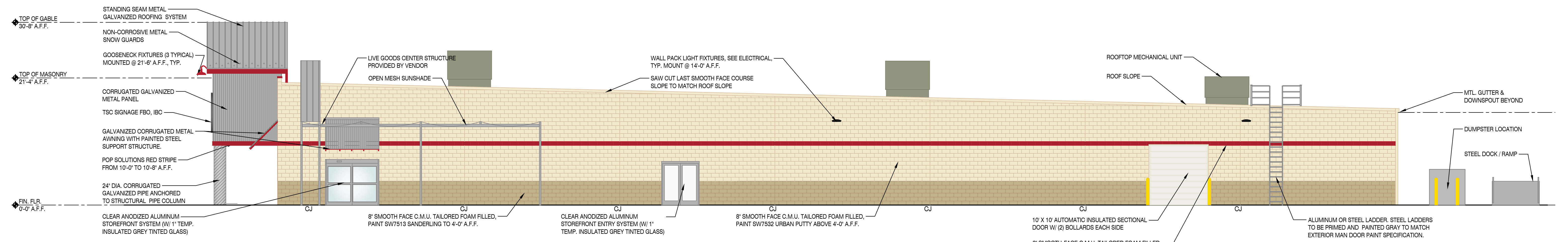
TRACTOR SUPPLY
GLENN HEIGHTS, TX - SITE 2



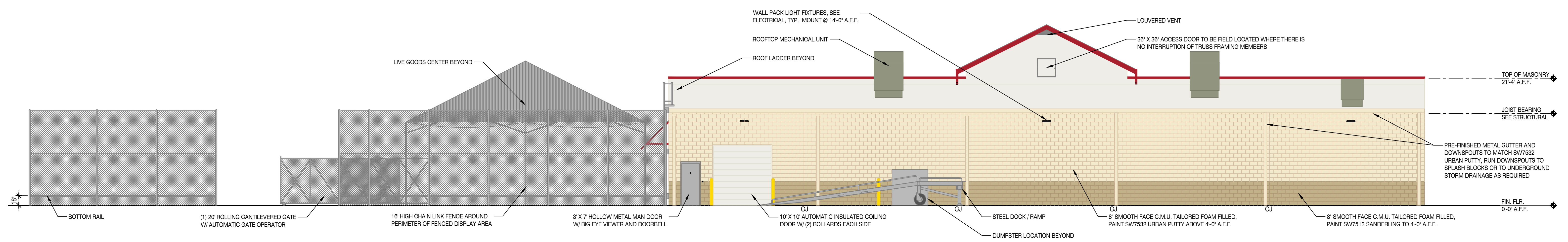
1 ELEVATION
SCALE: 1/8"=1'-0"



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



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



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

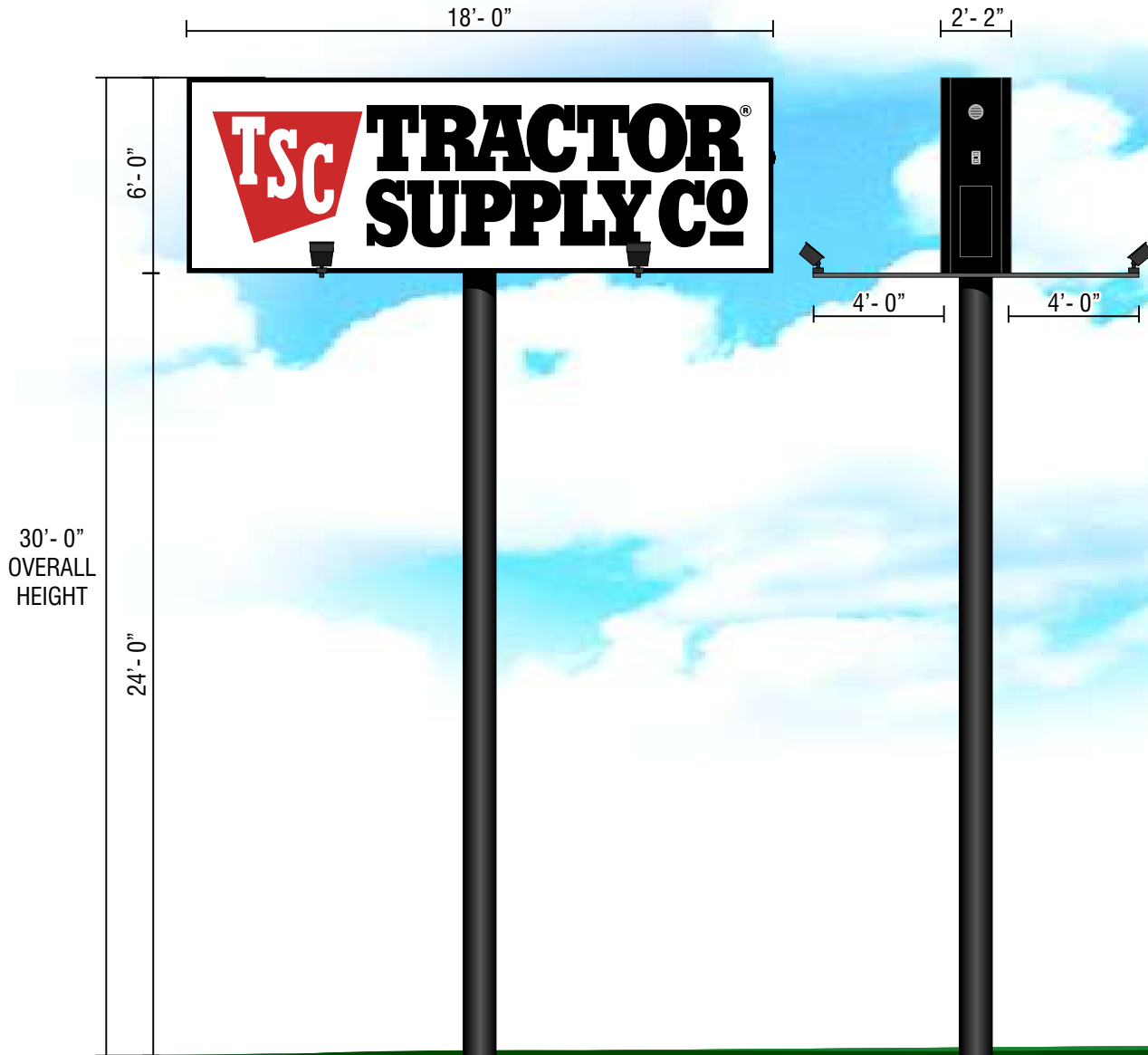


**OXFORD
ARCHITECTURE**

**TRACTOR SUPPLY COMPANY
GLENN HEIGHTS, TEXAS**

2934 Sidco Drive
Suite 120
Nashville, TN 37204

Architecture
Planning
Interior Architecture



MANUFACTURING NOTES:

- 6'-0" X 18'-0" X 26" DEEP DOUBLE FACE CABINET
- 2" (.050) ALUMINUM RETAINERS
- .050 ALUMINUM FILLER
- 3M PANAGRAPHICS III FLEXIBLE SIGN FACE MATERIAL
- JR. BLEED EXTRUSION RETENSION SYSTEM
- FRAMED WITH 2" X 2" X 16GA T.S. & 2' X 2" X 3/16" ANGLE IRON SADDLES
- 108 SQUARE FEET

COLOR NOTES:

- CABINET & STEEL PAINTED GLOSS BLACK
- BACKGROUND - WHITE
- LOGO - 3M 3630-33 RED VINYL WITH WHITE COPY
- "TRACTOR SUPPLY CO" - 3M 7725-12 GLOSS BLACK VINYL
- SUB-COPY - 3M 3630-33 RED VINYL WITH WHITE COPY

ELECTRICAL NOTES:

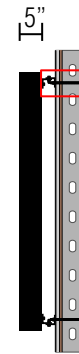
- UNIVERSAL 120/277 VOLT 20 AMP PRIMARY POWER TO SIGN & FINAL CONNECTION BY OTHERS
- EXTERNAL ILLUMINATION
- (4) 40 WATT LED FLOOD LAMPS
- 2" X 4" WEATHER PROOF J-BOXES
- POWER SWITCH WITH MOUNTING HARDWARE FOR TUBE STEEL
- 1 1/2" X 1 1/2" TUBE STEEL CENTERED & SPACED FOR MAXIMUM ILLUMINATION.

COLORS:

		
3M 3630-33 RED VINYL	3M FLEXIBLE SUBSTRATE	3M 7725-12 BLACK VINYL

THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DUE TO CONSTRUCTION CONSTRAINTS, SIZES AND OR LAYOUTS MAY CHANGE SLIGHTLY.

NON-ILLUMINATED WALL SIGN



SEE MOUNTING DETAIL

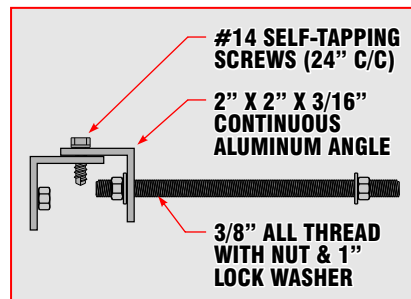
Minimum required backing (between fascia and studs and/or girts) for wall sign is 3/4" pressure treated plywood, to be the full height and length of the sign area provided by landlord/ Gen. Contractor. We must have access behind the wall to penetrate through with 3/8" allthread in order to secure sign to studs or girts in wall structure w/ 2" x 4" bracing provided by sign installer.

NOTES:

8'-0" X 24'-0" X 5" DEEP SINGLE FACE CABINET
2" ALUMINUM RETAINERS (.050)
3M PANAGRAPHS III SUBSTRATE / VINYL GRAPHICS FIRST SURFACE
CABINET FRAMED W/ 2" X 2" X 1/8" ALUM. TUBE.

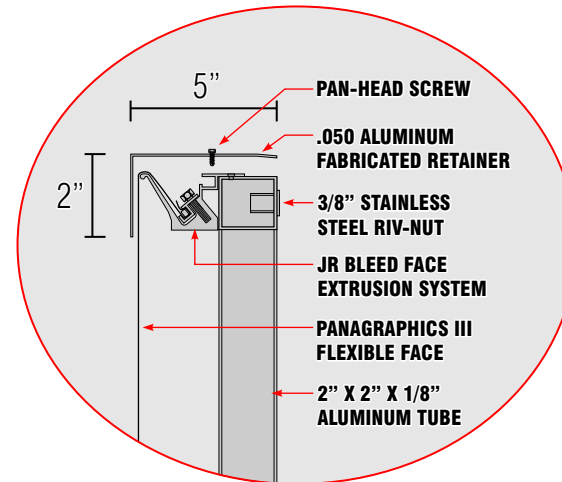
COLORS:

CABINET - GLOSS BLACK
BACKGROUND WHITE
LOGO - 3M 3630-33 RED VINYL WITH WHITE COPY
TRACTOR SUPPLY CO. - 3M 7725-12 BLACK



MOUNTING DETAIL

(5) ALL THREAD ON TOP
(5) ALL THREAD ON BOTTOM



SIDE WALL SIGN DETAIL

THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DUE TO CONSTRUCTION CONSTRAINTS, SIZES AND OR LAYOUTS MAY CHANGE SLIGHTLY.

CLIENT:	TRACTOR SUPPLY CO.	STORE NO:	N/A	REV.		REV.		REV.		REV.	
LOCATION:	VARIOUS	DATE:	04/20/20	REV.		REV.		REV.		REV.	
ACCOUNT REP:	D. PAYNE	DRAWN BY:	DMS	REV.		REV.		REV.		REV.	
DRAWING NO:	TSC_USA_VARIOUS-8X24 NI WALL SIGN			REV.		REV.		REV.		REV.	
EXHIBIT APPROVED BY:											

TRACTOR SUPPLY CO 5'-7 1/4" x 12'-0 13/16" GARDEN CENTER SIGN
SCALE: 1/2" = 1'-0"

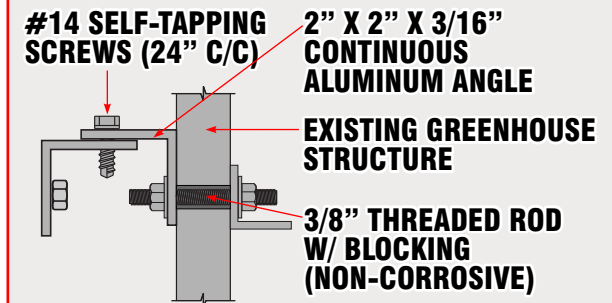


67.6 SQFT

****CABINET BACK, ALUM RETURNS
ALUM RETAINERS PAINTED TO
MATCH FACE****

**.150 POLYCARBONATE
FLAT WHITE LEXAN FACE
W/ FIRST SURFACE
GRAPHICS**

MOUNTING DETAIL



NOTES:

FLAT WHITE LEXAN FACES W/ GRAPHICS FIRST SURFACE
INTERNALLY ILLUMINATED WITH LEDs
POWER SUPPLIES 120V/277V SELF-ADJUSTING
BENT .090 ALUMINUM BODY AND 2" RETAINERS

COLORS:

CABINET AND RETAINERS - PAINTED GREEN TO MATCH FACE COLOR.
FACE - FLAT WHITE LEXAN W/ DIGITALLY PRINTED GRAPHICS



Public hearing to receive testimony regarding Ordinance O-16-24, an Ordinance of the City Council of the City of Glenn Heights, Texas, by amending Section 1 (“Use Charts”) of Article XI (“Permitted Uses”) of Exhibit 14A (“Zoning Ordinance”) of Chapter 14 (“Zoning”) to amend the Land Use Chart of the City’s Comprehensive Zoning Ordinance.

[illegible]



Discuss and take action on Ordinance O-16-24, an Ordinance of the City Council of the City of Glenn Heights, Texas, by amending Section 1 (“Use Charts”) of Article XI (“Permitted Uses”) of Exhibit 14A (“Zoning Ordinance”) of Chapter 14 (“Zoning”) to amend the Land Use Chart of the City’s Comprehensive Zoning Ordinance. (Second Reading) (Parviz Pourazizian, Director of Planning and Development Services)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: September 3, 2024

SUBJECT

This Agenda item will allow Council to consider amending Section 1 ("Use Charts") of Article XI ("Permitted Uses") of Exhibit 14A ("Zoning Ordinance") of Chapter 14 ("Zoning") to amend the Land Use Chart of the City's Comprehensive Zoning Ordinance.

DISCUSSION / BACKGROUND

The Planning and Development Service Department staff discovered that our current land use chart (LUC) requires a revisit to meet today's growing city needs. After further internal discussion, we initiated several Public Hearings with the Planning and Zoning Commission about this table.

Land use charts are the main tool municipal governments use to control the type of uses throughout the city. If implemented correctly, this tool will empower the council to create a healthy business market.

With the changes that are in front of you, we deviated from the current LUC by changing uses that are allowed by right to either require a Specific Use Permit (SUP) or remove them from certain zones or uses that are not allowed now.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

There have been several public notices and letters to all non-residential properties (developed properties) done with each Public Hearing.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

The Planning and Zoning Commission approved the land Use Chart on June 24, 2024.

ATTACHMENTS

1. Ordinance O-16-24
2. Basic Interpretations and Definitions

PREPARED BY

Parviz Pourazizian, Director of Planning & Development Services

REVIEWED BY

Dr. LaSheyla Jones, City Planner

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS

ORDINANCE NO. O-16-24

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF GLENN HEIGHTS, TEXAS, BY AMENDING SECTION 1 (“USE CHARTS”) OF ARTICLE XI (“PERMITTED USES”) OF EXHIBIT 14A (“ZONING ORDINANCE”) OF CHAPTER 14 (“ZONING”) TO AMEND THE LAND USE CHART OF THE CITY’S COMPREHENSIVE ZONING ORDINANCE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Planning and Zoning Commission of the City of Glenn Heights and the City Council of the City of Glenn Heights, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Glenn Heights is of the opinion and finds that a zoning regulation change should be adopted, and that the Comprehensive Zoning Ordinance, Plan and Map should be amended accordingly to the extent inconsistent with the terms hereof.

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

SECTION 1: The Comprehensive Zoning Ordinance, Plan and Map of the City of Glenn Heights, Texas, as heretofore amended, be and the same are hereby amended by amending the Land Use Chart contained in Section 1 (“Use Charts”) of Article XI (“Permitted Uses”) of Exhibit 14A (Zoning Ordinance”) of Chapter 14 (“Zoning”) to adopt a new Land Use Chart by replacing the existing Land Use Chart with the Land Use Chart attached hereto and, by this reference, incorporated herein as Exhibit “A” to this Ordinance.

SECTION 2: Uses existing on the effective date of this Ordinance no longer allowed as a use by right in specified zoning districts shall continue as nonconforming uses, shall be accorded nonconforming status in accordance with the provisions of Exhibit 14A of Chapter 14 of the Code of Ordinances, City of Glenn Heights, Texas, and shall be subject to the regulations and provisions thereof.

SECTION 3: All provisions of the Ordinances of the City of Glenn Heights, Texas, in conflict with the provisions of this ordinance as applicable to the Property be and are hereby repealed and all other provisions of the ordinances of the City of Glenn Heights, Texas, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4: An offense committed before the effective date of this ordinance is governed

by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5: Should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or the Comprehensive Zoning Ordinance as a whole, or any part or provision thereof, other than the part declared to be invalid, illegal, or unconstitutional.

SECTION 6: Any person, firm, or corporation violating any of the provisions or terms of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, shall be subject to a penalty by fine not to exceed two thousand dollars (\$2,000.00) for each offense, and each and every day such violation continues or is allowed to exist shall constitute a separate offense.

SECTION 7: This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Glenn Heights, Texas this _____ day of _____, 2024.

APPROVED:

SONJA A. BROWN, MAYOR

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

David M. Berman, City Attorney

EXHIBIT A

**CHAPTER 14
ZONING**

**EXHIBIT 14A
ZONING ORDINANCE**

...

**ARTICLE XI
PERMITTED USES**

§ 1 USE CHARTS.

The use of land and/or buildings shall be in accordance with those listed in the following Use Charts. No land or building shall hereafter be used and no building or structure shall be erected, altered, or converted other than for those uses specified in the zoning district in which it is located. The following legend indicates the status of each land use in a corresponding District.

X	Permitted
	Not Permitted
S	Specific Use Permit

For clarification and understanding of each use set out below, see Definitions Article XIX. If a use is not listed or if the designation remains blank, it is not allowed in the zoning district or districts. (see the legend above)

[INSERT NEW LAND USE CHART]

Use	A	SF-E	SF-1	SF-2	SF-3	SF-4	SFPH	MF	MH	TC	O	NS	R	C	I	PD	PDED
Accessory bldg > 650 sf	S	X	X	X	S	S		S			S	S	S	S	S	X	
Accessory bldg w/main	X	X	X	X	S	S		X			X	X	X	X	X	X	
Accessory residence/Guest house	S	S	S	S	S	S										S	
Accessory use	S										S	S	S	S	S	X	X
Adm/corporate hdqts											X		X	X	X	X	
Airport																X	
Amusement park, perm														S	S	X	
Amusement, comm (ind)													S	S	S	X	X
Amusement, comm (out)														S	S	X	
Animal clinic (inside)											S	S	S	X	X	X	
Animal pound, municipal											X	X	X	X	X	X	
Antenna, CB/amateur	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Antenna, commercial											S	S	S	S	S	X	
Antenna, satellite dish	X	X	X	X	X	X	X	X	X	S	X	X	X	X	X	X	X
Antique shop										S	S	X	X	S			X
Apartment house								X								X	X
Appliance store, home											S	S	X	X	X	X	X
Appliance service/repair											S	S	S	S	S	X	S
Assembly hall										S	S	X	S	S		X	
Assembly, electronics															S	X	
Athletic stadium/field (Public)	S	S	S	S	S	S		S			S	S	X S	X	S	S	S
Auto Assembly and Rebuild														S	S	X	
Auto Paint, Body and Upholstery Repair														S	S	X	
Auto center														S	S	X	
Auto leasing/rental											S	S	S	X	S	X	X
Auto parts, inside											S	S	X	X	S	X	X
Auto parts, outside																	
Auto repair, major														S	S	X	
Auto repair, minor														S	S	X	
Auto storage														S	S		
Automobile sales, new														S	S	X	
Automobile sales, used														S	S	X	
Automobile sales/service														S	S	X	
Bakery/confectionary												X	X	X	X	X	S
Bank										X	X	X	X	X	X	X	X
Bank, automatic teller										X	X	X	X	X	X	X	X
Bar										S		S	S	S	S	S	X
Barber shop/college										S		X	X	X	S	X	X
Basement/cellar	X	X	X	X	X												
Batch plant, asphalt perm																	
Batch plant, asphalt temp	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S
Batch plant, concrete perm																	
Batch plant, concrete temp	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S
Bath house																	
Battery manufacturing																	
Beauty shop										S	S	X	X	X		X	X
Bed and breakfast																	
Big box (anchor)										S			S	S	S	S	X
Boarding house																S	
Boat sales													S	S	S	S	
Boat storage, dry	S													S	S	S	
Book bindery														S	S	X	

Use	A	SF-E	SF-1	SF-2	SF-3	SF-4	SFPH	MF	MH	TC	O	NS	R	C	I	PD	PDED
Bottling works														S	S		
Building material, inside													S	X	S	X	X
Building material, outside														S	S	S	
Building, public agency										S	X	X		X	X	X	X
Building, temporary																	
Bus stop										S	S	S	S	S	S	X	X
Business service											X	X	S	S		X	X
Cabinet shop/upholstery													S	S	S	X	
Camping sites																	
Carwash, automated												S	S	S		X	X
Carwash, manual												S	S	S		X	
Caretaker/guard quarters	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X
Carnival, temporary													S	S	S	S	
Carport	X	X	X	X	S	S	S	X			S	S	S	S	S	S	S
Carting														S	S	X	
Cemetery, human															S	X	
Child care (in home)	S	S	S	S	S	S											
Church/rectory	S	S	S	S	S	S	S	S	S	S	S	S	X	X		X	X
Clothing/apparel store										S		X	X	X	S	X	X
Club, private										S	S	S	S	S	S	S	S
Club, country private												S	S	S	S	X	X
Club, fraternal										S	S	S	S	S	S	S	S
Club, night										S		S	S	S	S	S	X
College/university	S	S	S	S	S	S		S			S	S	S	S	S	X	
Common area	X	X	X	X	X	X	X	X	X	S	S	S	S	S	S	X	X
Community center, priv	S	S	S	S	S	S		S		S		X	X	X	X	X	
Community center, publ										S	X	S	S	S		X	X
Community home	X	X	X	X	X	X	X	X	X								
Construction yard, temp	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
Contractor's shop													S	S	S	X	
Convenience store										S	S	S	S	X		S	X
Credit access business													S	S			
Credit union										X	X	X	X	X	X	X	X
Cultural establishment	S	S	S	S	S	S		S		S	S	S	S	S	S	X	X
Dairy processing															S	X	
Dance hall										S		S	S	S	S	S	S
Day care, registered	S	S	S								S	S	S	S		S	
Dental clinic/office										S	X	X	X	X	X	X	X
Department store										S	S	S	X	X		X	X
Distribution ctr/warehs															S	X	
Drapery manufacturing														S	S	X	
Drapery sales										S	S	S	X	X	X	X	X
Drug/pharmaceutical mfg															S	X	
Dry cleaning plant comm														S	S	X S	
Dry cleaning shop sm										S	S	S	X	X	X	X	X
Easement/ROW	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Elderly husing, Retirement													S	S			
Elderly housing, Assistant living													S	S			
Electric products mfg															S	X	
Electrical substation	S	S	S	S	S	S	S	S	S		S	S	S	S	S	X	
Electric transmission line	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S
Electronic manufacturing															S	X	
Electronics store										S	S	X	X	X	X	X	X

Use	A	SF-E	SF-1	SF-2	SF-3	SF-4	SFPH	MF	MH	TC	O	NS	R	C	I	PD	PDED
Engine/motor repair														S	S		
Excavation, sand/gravel																	
Express hauling														S	X S	X	
Family home	X	X	X	X	X	X	X	X								S	
Farm equipt displ/storage													S	X	X	X	
Farm, ranch, garden or orchard	X																
Feed lot																	
Feed/grain store													S	X	X	X	S
Field const office temp	S	S	S	S	S	S	S	S			S	S	S	S	S	S	S
Fitness facility/personal										S	S	X	X	X		X	X
Flea market																	
Florist shop										S	X	X	X	X	X		X
Food product mfg										S					S	X	
Food/convenience store										S	S	S	S	S	S	S	X
Foundry casting, non-fer																	
Frozen food locker															X	X	
Funeral home/mortuary													S	X	X	X	
Fur goods mfg															S	X	
Furniture mfg															S	X	
Furniture, Home Furnishing and Equipment rental										S	S	S	S	S	S	X	X
Furniture, Home Furnishing and Equipment Store										S	S	S	S	X	S	X	X
Garage apartment	S	S	S														
Garage, com'l parking										S			S	S	S	X	X
Garage, detached	X	X	X	S X	S	S								S	S	X	
Garage, public										S	S	S	S	S	X	X	X
Garden center, Nursery, Greenhouse /shop													S	X	S	X	X
Gasoline/petro drilling	S														S		
Gasoline/petro storage	S														S		
Gasoline/petro distrib	S														S		
Gift shop/novelty										S	S	X	X	X		S	S
Glass products mfg															X	X	
Golf course, miniature	S											S	S	X	S	X	
Golf course, municipal	S											S	X	X	X	X	
Golf course, private	S											S	S	S	S	S	
Golf course, putting	S											S	S	S	S	X	
Golf driving range	S											S	S	S	S	X	
Grocery store										S		S	S	S	S	S	X
Grooming shop, animal												S	S	S		X	X
Gymnastic/dance studio										S		X	X	X			
Hardware sales, inside										S		S	S	X		X	X
Hardware sales, outside														S			
Hauling/storage company														S	S		
Health center										S	X	X	X	X		X	
Heavy machinery sales														S	S	X	
Heavy machinery service														S	S	X	
Heliport/helistop	S										S		S	S	S	X	
Home improvement ctr													S	X	S	X	X
Home occupation	X	X	X	X	X	X	X	X	X							X	
Hospital											S		S	S	S	S	
Hospital, acute/chronic/rehab											S		S	S	S	S	
Hotel/motel											S		S	S	S	S	S

Use	A	SF-E	SF-1	SF-2	SF-3	SF-4	SFPH	MF	MH	TC	O	NS	R	C	I	PD	PDED
Hotel/motel < 75 rooms																	
Hotel/motel residence														S			S
HUD-code manuf'd home									X							X	
HUD-code m'd home, sales																	
HUD-code m'd home subdivision									X								
Industrial park															S	X	
Industrial, general															S	X	
Indust/prefab housing									X						S		
Instrument/meter mfg															S	X	
Insurance agent office										S	X	X	X	X	S	X	X
Insurance estimator										S	X	X	X	X	S	X	X
Interior decorator office										S	X	X	X	X	S	X	X
Jail/prison/holding facility																X	
Kennels	S													S	S	X	
Key shop/locksmith												X	X	X	X	X	
Kiosk										S	S	S	S	S	S	S	S
Kiosk, recycling														S	S	S	
Laboratory, medical											X	X	X	X	X	X	
Laboratory, science/rese	S										S	S	S	S	S	S	
Laundromat												S	S	S	S		
Laundry, commercial														S	S	X	
Law office										S	X	X	X	X		X	X
Leather goods fabrication															S	X	
Leather goods shop										S		S	X	X			X
Library, public										X	S	X	X	X	X	X	X
Light fabrication/assembly															S	X	
Light manufacturing															S	X	
Light sheetmetal products															S	X	
Lumber yard, inside														S	S	X	X
Lumber yard, outside														S	S	S	
Machinery sales/service														S	S	X	
Manufacturing, general															S	X	
Massage establishment													S	S			
Mausoleum														S	S	X	
Medical clinic/office										S	X	X	X	X		X	
Medical supplies store										S	X	X	X	X		X	X
Model home	X	X	X	X	X	X	X										
Modular home									X								
Monopole											S	S	S	S	S		
Mortuary / Funeral Home													S	S	S	X	
Motor freight company															S		
Motorcycle sales/service														X		X	
Motor raceway/track																	
Multifamily bldg								X									
Multifamily residence								X									
Multi-use entertainment													S	S		X	
Municipal building										X	X	X	X	X	X	X	X
Municipal facility/use	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Museum private	S	S	S	S	S	S		S		S	S	S	S	S	S	X	X
Music/art studio										S	X	S	X	S		X	X
Musical instrument mfg															X	X	
NS use, < 5000 sf										S	S	X	S	S	S	S	S
Newspaper printing												S	S	S	S	X	

Use	A	SF-E	SF-1	SF-2	SF-3	SF-4	SFPH	MF	MH	TC	O	NS	R	C	I	PD	PDED
Novelty mfg															S	X	
Nusing Home													S	S			
Office center										S	X	X	X	X	S	X	X
Office showroom													S	X	S	X	
Office warehouse														S	S	X	
Office, business general										S	X	X	X	X	S	X	X
Office, field construction	S	S	S	S	S	S	S	S		S	S	S	S	X	S	X	X
Office, professional										S	X	X	X	X		X	X
Oilfield equipment storage															S	X	
Open space	X	X	X	X	X	X	X	X	X	S	X	X	X	X	X	X	X
Optical goods mfg														S	S	X	
Optician/optometrist										S	X	X	X	X	X	X	X
Osteopathic clinic/office										S	X	X	X	X	X	X	X
Paint shop														S	S	X	
Paper products mfg															S	X	
Park and ride														X	X	X	
Park/playground	X	X	X	X	X	X	X	X	X	S	X	X	X	X		X	X
Parking lot, off-street							X	X	X	X	X	X	X	X	S	X	X
Parking lot, permit'd use											X	X	X	X	S	X	
Parking lot, commercial										X	X	X	X	X		X	X
Parking lot, truck														S	S		
Patio home							X									X	X
Pawnshop													S	S			
Pet shop										S		S	X	X		X	X
Petroleum extraction															S		
Pharmacy/drugstore										S		X	X	X		S	X
Philanthropic institution										S	X	X	X	X	S	X	X
Photographer studio										S	X	X	X	X	X	X	X
Plant, commercial general															S	X	
Plastic products, mfg															S	X	
Portable building, sales														S	S	X	
Print shop										S	S	S	X	X	S	X	X
Produce stand	X											S		S	S		
Produce stand, temp	X											S	S	S	S	X	
Professional service										S	X	X	X	X	S	X	X
Propane sales													S	X	S		
Psychologist/psychiatrist										S	S	S	S	X	S	X	X
Public agency bldg/facil										S	S	S	S	S	S	S	S
Quarry, rock																	
Radio broadcasting/twr	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		
Real estate sales office										S	X	X	X	X	S	X	X
Recreation center	S	S	S	S	S	S		S		S	S	X	X	X	S	X	
Recreation facility, private	S	S	S	S	S	S		S			S	S	X	X	S	X	
Recreation facility, public	X	X	X	X	X	X		X			X	X	X	X	S	X	
RV/campers sale/lease														S	S	X	
Rehabilitation care / Halfway House								S								S	
Rental, tool/machinery													S	X	S	X	
Rental, trailer													S	X	S	X	
Rental, truck/bus													S	X	S	X	
Rental/sales, trailers													S	X	S	X	
Repair shop, truck/bus															S		
Residential, MF dwelling								X								X	X

Use	A	SF-E	SF-1	SF-2	SF-3	SF-4	SFPH	MF	MH	TC	O	NS	R	C	I	PD	PDED
Resort														S		X	X
Restaurant, dine-in										S	S	S	X	X	S	S	X
Restaurant, drive-in										S	S	S	S	S	S	S	X
Restaurant with drive-thru										S	S	S	S	S	S	S	X
Restaurant without drive-thru										S	S	S	X	X	S	S	X
Restaurant, accessory										S	S	S	S	S	S	S	X
Retail service, accessory										S	X	X	X	X	S	X	X
Retail stores, general										S	S	S	S	S	S	S	S
Retail stores and shops										S	X	X	X	X	S	X	X
Salvage/reclamation														S	S		
Salvage/junkyard														S	S		
Sand/gravel extraction														S	S		
Sanitarium											S			S		X	
Sanitary landfill																	
Savings and loan										S	S	S	X	X	X	X	X
School, boarding private													S	S		X	
School, business													S	S	S	x	
School, commercial/trade														S	S	S	
School, parochial	S	S	S	S	S	S		S			S	S	S	X		X	
School, private										S				S		X	
School, public	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X
Sexually oriented business																	
Shoe manufacturing															S	X	
Shopping center										S	S	S	S	S	S	s	X
Single-family residence	X	X	X	X	X	X	X		X							X	X
Skating rink, ice/roller													S	S		S	S
Skating rink, roller													S	S	S	X	S
Sporting goods										S		X	X	X		X	X
Sporting goods mfg															S	X	
Stable, commercial	X													S	S	X	
Stable, private	X															X	
Stadium/playfield, private														S	S	X	
Station, train, RR, bus														S		X	
Storage yard (outside storage)														S	S	X	
Storage/wholesale wrh														X	S	X	
Studio, radio/television										S	S			X	S	X	S
Swimming pool, comm														X	S	X	
Swimming pool, private	X	X	X	X	X	X	X	X	X				X	X			
Swimming Instruction as a Home Occupation	S	S	S	S	S	S	S	S	S								
Telemarketing center											X	X		S	S	X	
Telephone exch/switching											S	S	S	S	S	X	
Tennis court, private	X	X	X													X	
Terminal, bus													S	X	S	X	
Terminal, freight															S	X	
Terminal, truck															S	X	
Terminal, baggage														X	S	X	
Terminal/transfer stor'g														X	S	X	
Theater, drive-in													S	S	S	X	
Theater, indoor										S			X	X	S	X	X
Tire dealer, inside													S	S	S		
Tire dealer, outside																	
Tire retreading/capping															S	X	

Use	A	SF-E	SF-1	SF-2	SF-3	SF-4	SFPH	MF	MH	TC	O	NS	R	C	I	PD	PDED
Tire sales/service													S	S	S	X	
Trailer court																	
Trailer park/RV park																	
Transit station/turnaround															S	X	
Transmission lines	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Transportation structure														S	S	X	
Truck/bus repair														S	S	X	
Truck sales, heavy															S	X	
Utilities, municipal	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Utility distribution	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Utility service yard, publ															S	X	
Utility structure														S	S	X	
Utility, other than listed	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X
Utility, private	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Vapor shop													S	S			
Vehicle service, for hire														S			
Veterinarian clinic										S	X	X	X	X	S	X	
Warehouse, freight															S	X	
Warehouse, Air Conditioned													S	S	S	X	
Warehouse, self storage / Mini													S	S	S	X	
Warehouse, wholesale hvy														S	S	X	
Warehouse, wholesale lt														S	S	X	
Washateria/self-serve												S	S	S	S	X	
WWTP	S	S	S	S	S	S		S	S		S	S	S	S	S	X	
Wholesale distribution ctr															S	X	
Wind system, small	S	S	S														
Wrecking yard																	
Zero lot line residence							X									X	X

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ARTICLE XIX BASIC DEFINITIONS AND INTERPRETATIONS¹

. GENERAL DEFINITIONS.

XIX.1.1 For the purpose of these regulations, certain terms and words are to be used and interpreted as defined hereinafter. Words used in the present tense shall include the future tense; words in the singular number include the plural and words in the plural number include the singular, except where the natural construction of the writing indicates otherwise. Words and phrases that are not defined below shall be given their common, ordinary meaning unless the context clearly requires otherwise. The word “shall” is mandatory and not directory; while the word “may” is merely directory.

ACCESSORY BUILDING. A subordinate building or a portion of the main building located on the same lot as the main building, the use of which is incidental to that of the dominant use of the building or premises and not exceeding the maximum lot coverage. Accessory buildings must meet all requirements of the zoning district in which they are located. Accessory buildings generally include parking garages, adjacent farm structures, home workshops and tool houses, storage sheds, home greenhouses, etc. Farms with working barns may be exempt if the land is subject to an agricultural use exemption; proof of receipt of such an exemption from the applicable appraisal district must be available for inspection. Accessory Buildings may only exist in conjunction with a primary structure and may not be constructed in the absence of a primary structure, unless provided by ordinance. In the event a primary structure is destroyed, the accessory building may continue to exist in the absence of the primary structure for six months provided a primary structure is being reconstructed. Failure to timely construct a primary structure requires the removal of the accessory structure. Accessory structures shall not include structures commonly known as sea boxes, PODs, trailer containers, railroad boxes and the like.

ACCESSORY RESIDENCE/GUEST HOUSE. Living quarters within a detached accessory building located on the same premises with the main building, for use by temporary guests of the occupants of the premises, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling and shall not exceed six hundred fifty (650) square feet in size (a/k/a Guest House) (Article XVII).

ACCESSORY USE. A use that is customarily incidental, appropriate and subordinate to the principal use of land or buildings and located upon the same lot therewith. The land and building area used for the accessory use must be significantly less than that used for the primary use and gross receipts, if any, must be significantly less than those derived from the primary use. Accessory uses must comply with the requirements of the zoning district in which they are located.

ACCOUNTANT OR BOOKKEEPING OFFICE. See Business Office, General. ADMINISTRATIVE OR CORPORATE HEADQUARTERS. The center of operations or administration for a legal entity, that may conduct its primary operations in another location, and designate the location as its principal place of business for legal transactions.

AIRPORT. A place where an aircraft can land and take off, usually equipped with hangars, facilities for refueling and repair and various accommodations for passengers and regulated by state and federal entities with jurisdiction over airspace.

ALLEY. A minor right-of-way, dedicated to public use, which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used

1. Editor's Note--To Prevent Future Renumbering Of These Definitions As New Terms Are Added, The Numerical Designation Has Been Omitted At The Discretion Of The Editor And The Terms Are Now Listed In Alphabetical Order.

for public utility purposes.

AMERICANS WITH DISABILITIES ACT (“ADA”). The applicable federal statute and regulations relative to new construction and rehabilitation as may be required in 42 U.S.C. 1281, et seq., Pub. L. 101-336 and implementing regulations at 28 C.F.R. parts 35 and 36, and similar regulations as they exist and as they may be amended.

AMORTIZATION. The required removal of a nonconformity after a stated period of time without compensation.

AMUSEMENT OR VIDEO ARCADE, COMMERCIAL. Any building, room, place or establishment of any nature or kind and by whatever name called, that contains at least three (3) amusement devices, such as pinball and video machines [that] are operated for a profit, whether the same be operated in conjunction with any other business or not, including but not limited to such amusement devices as coin-operated pinball machines, video games, electronic games, shuffle boards, pool tables or other similar amusement devices. Provided, however, the term “amusement device,” as used herein, shall not include musical devices, billiard tables which are not coin-operated, and devices designed to train persons in athletic skills or golf, tennis, baseball, archery or other similar sports. May be Indoor or Outdoor; See also, Amusement Park, Permanent

AMUSEMENT PARK, PERMANENT. An outdoor area or structure, open to the public, which provides entertainment or amusement for a fee or admission charge, including, but not limited to, batting cages, miniature golf, go-kart tracks and thrill rides.

ANIMAL POUND (MUNICIPAL). An enclosure, owned by the municipality, under or subject to its control, to house stray or unlicensed animals captured within the municipality. The pound may also be used as a holding pen for animals under observation consistent with state law regulations.

ANTENNA, SATELLITE DISH. An apparatus capable of receiving communications from a transmitter relay located in planetary orbit.

ANTIQUE SHOP, SALES IN BUILDING. A retail establishment engaged in the selling of works of art, furniture or other artifacts of an earlier period, with all sales and storage occurring inside a building. Antiques are objects which show some degree of craftsmanship, value and is considered a collectible.

APARTMENT HOUSE. See Multiple-Family Dwelling. ARCHITECT’S OFFICE. See Business Office, General.

ASPHALT PAVING. A composite material commonly used for construction of pavement, highways and parking lots, comprised primarily of petroleum-based products as a tar-like substance used as a binder with an aggregate base. All asphalt paving, residential driveways and parking, shall conform to the standards adopted in the City’s Subdivision Regulations and the adopted Standard Construction Details.

ASSEMBLY HALL. A building, or part of a building, in which facilities are provided and used for such purposes as a meeting, gathering, or assembly of persons for civic, educational, political, religious, or social events, including weddings and receptions, and may include a banquet hall, or fraternal organization.

ASSEMBLY OF ELECTRONIC INSTRUMENTS AND DEVICES. An industrial site where technological devices are assembled for the purpose of manipulation of voltages and electric currents through the various devices for the result of performing some useful action.

ATHLETIC STADIUM OR FIELD. An athletic field or stadium owned and operated by a public agency and/or political subdivision for use by the general public including a baseball field, golf

course, football field or stadium which may be lighted for nighttime play.

AUTOMOBILE (AUTO).

- A. A self-propelled mechanical vehicle designed for use on streets and highways for the conveying of goods and people including but not limited to the following: passenger cars, trucks, buses, motor scooters and motorcycles.
 - B. A motor vehicle subject to registration under Transportation Code, Title 7, Subtitle A, or any other device designed to be self-propelled or transported on a public highway.
- All Automobile related business listed below include office area.

AUTOMOBILE ASSEMBLY AND REBUILD. Assembly is a system of workers and machinery in which a new product is assembled in a series of consecutive operations; typically the product is attached to a continuously moving belt. Rebuilding is the independent rehabilitation of a used automobile product.

AUTOMOBILE PAINTING, BODY AND UPHOLSTERY REPAIR. The painting, upholstery and Repair or replacing of damaged auto body part. (Collision repair. Center.) Work will take place inside the store or garage.

AUTOMOBILE CENTER. A business whose primary purpose is to stock automotive parts and accessories, and which may provide a limited amount of maintenance services. All services are inside.

AUTOMOBILE LEASING AND RENTING. A location where vehicles (e.g. automobiles, motorcycles and light load vehicles) are stored for leasing or rental purposes.

AUTOMOBILE PARKING LOT OR GARAGE. An area or structure designed for the short-term parking of motor vehicles. See Parking Lot and Parking Garage.

AUTOMOBILE PARTS, SALES IN BUILDING (Inside). The use of any building or other premises for the primary inside display and sale of new or used parts for automobiles, panel trucks or vans, trailers, or recreation vehicles.

AUTOMOBILE PARTS, SALES IN OPEN (Outside). The use of any land for the outside display and sale of new or used parts for automobiles, panel trucks or vans, trailers, or recreation vehicles. This does not include junk or salvage yards.

AUTOMOBILE REPAIR, MAJOR. General repair or reconditioning of engines, air-conditioning systems and transmissions for motor vehicles; wrecker service; collision services, including body, frame or fender straightening or repair; customizing; painting; vehicle steam cleaning; undercoating and rust-proofing; those uses listed under “automobile repair, minor”; and other similar uses. The car service/bay area shall be screened from view from public roads (unless the garage existed before March 31, 2005? [sic]). Or An establishment providing major or minor automobile repair services to all motor vehicles except heavy load vehicles. The car service/bay area shall be screened from view from public roads unless the garage existed before March 31, 2005. Vehicles, which are inoperative or are being repaired, may not remain parked outside an Automobile Service Station for a period greater than seven (7) days.

AUTOMOBILE REPAIR, MINOR. Minor repair or replacement of parts, tires, tubes, and batteries; diagnostic services; minor motor services such as grease, changing of oil, oil filters and the chassis lubrication of motor vehicles(All new oil shall be dispensed from drums and all old oil shall be kept in sumps until removed by pumper trucks and at all times shall comply with state environmental quality laws.) , spark plug, and filter changing; tune- ups and automobile washing and polishing. The car service/bay area shall be screened from view from public roads (unless the garage existed

before March 31, 2005? [sic]). Vehicles, which are inoperative or are being repaired, may not remain parked outside an Automobile Service Station for a period greater than seven (7) days.

AUTOMOBILE SALES LOT (NEW). A place of business where the primary business is the sales of new automobiles. The place of business and seller of vehicles must comply with the Texas Department of Transportation regulations and licensing requirements.

AUTOMOBILE SALES LOT (USED). A place of business where the primary business is the sales of used automobiles or light load vehicles. The place of business and seller of vehicles must comply with the Texas Department of Transportation regulations and licensing requirements.

AUTOMOBILE STORAGE.

- A. The storage on a lot or tract, which complies with the Texas Department of Licensing and Regulation licensing requirements of operable automobiles for the purpose of holding such vehicles for sale, distribution or storage.
- B. A garage, parking lot, or other facility owned or operated by a person other than a governmental entity for storing or parking ten (10) or more vehicles per year.

BAKERY AND CONFECTIONERY WORKS. A manufacturing facility for the production and distribution of baked goods and confectioneries.

BANK, (a/k/a SAVINGS AND LOAN, OR CREDIT UNION). An establishment for the custody, loan, exchange or issue of money, the extension of credit, and/or the facilitating of the transmission of funds[.]

BANK, AUTOMATIC TELLER. A stand-alone structure or kiosk associated with a Bank, for either pedestrian or vehicular transactions involving the transmission of funds.

BAR.

- A. Any establishment including, but not limited to, “nightclubs” licensed by the state for the sale of alcoholic beverages that derives more than seventy-five percent (75%) of the establishment’s gross revenue from the on-premises sale of alcoholic beverages for on-premises consumption.
- B. For purposes of this definition, “daily gross sales” shall be calculated using the normal selling price of all food, alcoholic beverages and other items sold in the establishment and shall reflect the price normally charged for such items in the establishment for which the daily gross sales figure is calculated, whether such item is actually sold at normal selling price or below normal price. Prices charged during promotions, happy hours, and other occasions when items are sold at reduced prices or served at no charge, shall not be considered “normal selling price” for calculation of daily gross sales.

BARBER SHOP OR COLLEGE. A place where barbering, as defined in Chapter 1601 of the Texas Occupations Code, as it may be amended, is practiced, offered or attempted to be practiced, except when such place is duly licensed as a barber school or college.

BASEMENT OR CELLAR. A story partly or wholly underground. For purposes of height measurement, a basement shall be counted as a story when more than one-half of its height is above the average level of the adjoining ground or when subdivided and used for commercial or dwelling.

purposes by other than a janitor employed on the premises.

BATCH PLANT. See Concrete or Asphalt Batching Plant, Permanent and Temporary.

BATH HOUSE. A structure that contains dressing rooms, showers, restrooms and toilet facilities for use with an adjacent public swimming pool, semi-public swimming pool, private swimming pool, spa-pool or public bathing place.

BATTERY MANUFACTURING. See Manufacturing Processes, General

BEAUTY SHOP. A place where cosmetology, as defined by Chapter 1602 of the Texas Occupations Code, as adopted and amended, is practiced.

BED AND BREAKFAST, INN OR FACILITY. A dwelling or group of dwellings at which a meal, usually breakfast, is served and sleeping accommodations are offered and provided to not more than ten (10) rooms or unattached units (e.g. cabins) for transient guests on a nightly basis for compensation. Such terms do not include a hotel, motel or boarding house. See tourist home.

BERM. A small, fabricated hill or elevated land typically used in place of, or in addition to trees or shrubs to screen a business from public view or to act as a visual, light and noise buffer between uses. A rolling topography is generally created through the use of berms. Berms shall not be more than six feet (6') from the ground to its highest point.

BIG BOX. A structure over 45,000 square feet in size including, but not necessarily limited to, membership warehouses and large retail businesses.

BLOCK. A tract of land platted for urban use and generally bound by dedicated public right-of-way, streets, or a combination of streets, parks, cemeteries, or boundary lines of local government.

BOARDING HOUSE. A building, where, for compensation, and by pre-arrangement for definite periods of time, meals or lodging and meals are provided for three (3) persons or more, but not exceeding twenty (20) persons on a weekly or monthly basis. This term does not include a hotel or motel.

BOAT SALES. A place of business where the primary business is the sales of new and used boats. The place of business and seller of vehicles must comply with the Texas Department of Parks and Wildlife regulations and licensing requirements.

BOOK BINDERY. A facility where books are bound. Bookbinding is the process of physically assembling a book from a number of folded or unfolded sheets of paper and usually involves attaching covers to the text block.

BOTTLING WORKS. A manufacturing facility designed to place a product into a bottle for distribution.

BUFFER ZONE. A tract of land between two differently zoned areas (e.g., a city might position a multifamily residential development between a commercial and single-family residential district).

BUFFER-YARD. A designated area, defined in dimension, on the perimeter of a property which is required to have a screening or buffering of landscaping or screening materials installed and maintained between it and the adjacent property. Normally this will be between properties with differing zoning or uses.

BUILDING. Any structure designed, built or occupied, intended for shelter, housing or roofed enclosure for persons, animals or property. When separated by dividing walls without openings, each portion of such structure so separated may be deemed a separate building.

BUILDING ELEVATION. The view of any building, or other structure from any one of four

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sides showing features such as construction materials, design, height, dimensions, windows, doors, architectural features and the relationship of grade to floor level.

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BUILDING HEIGHT. The vertical distance from the average line of the highest and lowest points of that portion of the lot covered by the building to the highest point of coping of a flat roof, or a deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof.

BUILDING LINE. A line parallel, or approximately parallel, to the front, side or rear lot line at a specific distance therefrom, marking the minimum distance from the front, side or rear lot line that a building may be erected.

BUILDING MATERIALS, LUMBER SALES YARDS AND HARDWARE SALES (INSIDE STORAGE). The sale of new building materials, unfinished lumber and indoor related sales for hardware, carpet, plants, electrical and plumbing supplies all of which are oriented to the retail customer, rather than contractor or wholesale customer. Facilities for storage are inside the building.

BUILDING MATERIALS, LUMBER SALES YARDS AND HARDWARE SALES (OUTSIDE STORAGE). The sale of new building materials, unfinished lumber and indoor related sales for hardware, carpet, plants, electrical and plumbing supplies all of which are oriented to the retail customer, rather than contractor or wholesale customer. Facilities for storage are outside the building.

BUILDING OFFICIAL. The building inspector, administrative official or other authorized designee of the City charged with responsibility for issuing permits and enforcing the City of Glenn Heights Zoning Ordinance, Subdivision Regulations and the adopted Building Code.

BUILDING, PRIMARY (MAIN). A building in which the principal use of the lot on which it is situated is conducted. In a residential district the dwelling unit shall be deemed to be a main building on the lot on which it is situated.

BUS STOP OR SHELTER. A roofed structure with at least three walls located on or adjacent to the right-of-way of a street, and which is designed and used primarily for the protection, convenience and information of bus passengers.

BUS TERMINAL. Any premises for the transient housing or parking of motor-driven buses and the loading and unloading of passengers.

BUSINESS SERVICE. Establishments primarily engaged in providing services, not elsewhere classified, to business enterprises on a fee contract basis including, but not limited to, advertising agencies, computer programming and software services, and office equipment rental or leasing.

CABINET AND UPHOLSTERING SHOP. An establishment for the production, display and sale of cabinets, furniture and soft coverings for furniture.

CAMPING SITES. Land and facilities designated and permitted as a park or site for temporary dwelling by tent, cabin or recreational vehicle, with or without electrical or plumbing infrastructure and/or designated pad sites.

CARWASH. Structure used to wash motorcycles, automobiles and light load vehicles. CARWASH, AUTOMATED. Facility or structure where chairs, conveyors, blowers, steam cleaners or other mechanical devices are used for the purpose of washing motorcycles, automobiles and light load vehicles and where the operation is generally performed or operated by an attendant.

CARWASH, MANUAL OR SELF-SERVICE. Facility or structure where washing, drying and polishing of vehicles is done by the owner of the vehicle, as a self-service operation, without the use of chain conveyors, blowers, steam cleaners or other mechanical devices.

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CARETAKER/GUARD QUARTERS AS PART OF PERMANENT STRUCTURE. An accessory building or portion of an accessory building located on the same lot or grounds with the main building, containing not more than one set of kitchen and bathroom facilities and used as living quarters for a person or persons employed on the premises, and not otherwise used or designed as a separate place of abode, provided the living area of such quarters shall not exceed six hundred fifty (650) square feet.

CARNIVAL, TEMPORARY. A temporary amusement park wherein a special events permit is sought for the purpose of providing entertainment from rides, sideshows and games of skill on public or private property as permitted.

CARPORIT. A structure open on a minimum of three sides designed or used to shelter not more than three (3) vehicles and not to exceed twenty-four feet (24') on its longest dimension. Carports shall be constructed as provided by this Zoning Ordinance (Section XII [Article 15.04, division 1 of the Code of Ordinances].).

CARTING OR EXPRESS HAULING. The work of taking something away in a cart or truck, transportation of goods and disposing of it.

CEMETERY OR MAUSOLEUM. Property used for the interring of the dead, where bodies or remains are interred in ground (cemetery) or above ground in staked vaults (mausoleum).

CERTIFICATE OF OCCUPANCY. An official certificate issued by the City through the Building Official which indicates conformance with or approved conditional waiver from the zoning regulations and authorizes legal use and occupancy of the premises for which it is issued; may also be referred to as an "Occupancy Permit."

CHURCH, RECTORY OR RELIGIOUS INSTITUTION. A building for regular assembly for religious worship which is used primarily and designed for such purpose and those accessory activities which are customarily associated therewith, and may be a place of residence for ministers, priests, nuns or rabbis on the premises. A place of worship, including a church, synagogue, temple, mosque or other building or facility, primarily engaged in religious worship. The term "accessory activities" does not include uses such as schools, recreational facilities, day care or child care facilities, kindergartens, dormitories, or other facilities for temporary or permanent residences, which are connected or related to the church or the principal building on the site, or are located on the same site, even if the curriculum or services offered as part of such use includes religious services or training.

CITY. The City of Glenn Heights, an incorporated home rule municipality and political subdivision of the State of Texas located in Dallas and Ellis Counties.

CITY COUNCIL. The governing body of the City of Glenn Heights, Texas.

CLOTHING OR APPAREL STORE. A retail facility primarily in business for the sale of personal clothing, shoes and other clothing accessories.

CLUB. This term includes assembly halls, private country clubs, fraternal clubs or lodges, private clubs and nightclubs and those terms as defined shall govern.

CLUB, FRATERNAL (FRATERNAL LODGE). An establishment providing meeting or social facilities for a private or nonprofit association, primarily for use by members and guests. Typical uses include, but are not limited to, fraternal lodges and meeting halls.

CLUB, NIGHT. An establishment where there is live entertainment, dancing, karaoke, televised, recorded and/or other performing entertainers.

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CLUB, PRIVATE. A place or establishment in which alcoholic beverages are stored, possessed, mixed, consumed or served in broken or unsealed containers, as permitted by the laws of the state, and thirty percent (30%) of the gross receipts are derived from the sale of food. Gross receipts shall be determined by an annual audit provided at the expense of the owner of the private club for review by the City Council. All private clubs require a Specific Use Permit (SUP). Private clubs shall conform to the requirements of state law including, but not limited to, the Alcohol Beverage Code and shall receive a private club permit from the state within six (6) months after the issuance of a SUP.

COLLEGE OR UNIVERSITY. An academic institution of higher learning accredited or recognized by the State and covering a program or series of programs of academic study.

COMMERCIAL AMUSEMENT (INDOOR). An amusement enterprise that is wholly enclosed within a building which is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line, and that, for a fee or price of admission, provides activities, services and/or instruction for the entertainment of customers or members, but not including amusement arcades. Uses may include, but are not limited to, the following: bowling alley, ice skating rink, martial arts club, racquetball/handball club, indoor tennis courts/club, indoor swimming pool or scuba diving facility, video arcades, and other similar types of uses. See Amusement, Commercial.

COMMERCIAL AMUSEMENT (OUTDOOR). See Amusement Park, Permanent. COMMERCIAL PLANT, GENERAL. Establishments other than personal service shops for the treatment and/or processing of products as a service on a for-profit basis including, but not limited to, newspaper printing, laundry plant, or cleaning and dyeing plants.

COMMERCIAL SCHOOL, TRADE SCHOOL OR VOCATIONAL TECHNICAL SCHOOL. Establishments, other than public or parochial schools, private primary and secondary schools or colleges, offering training or instruction on a trade, art or occupation.

COMMISSION. The Planning and Zoning Commission of the City of Glenn Heights. COMMON AREA. A parcel or parcels of land, or an area of water, or combination of land and water and/or developed facilities, complementary structures or improvements, including but not limited to vehicular and pedestrian access and recreational facilities within the site.

COMMUNITY CENTER (PUBLIC). A building or complex of buildings that house cultural, recreational, athletic, or entertainment facilities owned and/or operated by a governmental agency or private nonprofit agency.

COMMUNITY CENTER, PRIVATE. A building or buildings dedicated to social and/or recreational, athletic, cultural or entertainment activities serving residents of a subdivision or development which is operated by an association or incorporated group for their use and benefit and not as a commercial, for profit, business.

COMMUNITY HOME. A community-based residential home qualified to operate by the State of Texas, a nonprofit corporation, a community center organized pursuant to State statute, or an entity which is certified by the State as a provider for a program for the mentally retarded in accordance with Chapter 123 of the Texas Human Resource Code, as it may be amended. Community homes provide for persons who have mental and/or physical impairments that substantially limit one or more major life activities. To qualify as a community home, a home must meet the following state statutory requirements, as they may be amended:

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- a. Not more than six (6) disabled persons and two (2) supervisory personnel may reside in the community home at the same time.
- b. The home must provide food and shelter, personal guidance, care, rehabilitation services and supervision.
- c. All applicable licensing and other statutory requirements.

To the extent required by law, such use shall be by right in any residential district.

COMMUNITY SERVICES DIRECTOR. An official of the City of Glenn Heights responsible for the planning and zoning functions of the city, Right-of-Way management, building inspections, builder/developer liaison, management of City real estate, public utility liaison and coordinates business development and retention.

COMPREHENSIVE PLAN. The Comprehensive Plan of the City and adjoining areas as adopted by the City Council and the City Planning and Zoning Commission, including all its revisions and parts, consistent with City Charter and Ordinances. This plan provides a guide for the future development of the City with graphic and textual policies that govern the general location recommended for various land uses, transportation routes, public and private buildings, streets, parks, and other public and private developments and improvements.

CONCEPT PLAN. Conceptual drawing of a proposed project or development to provide a general understanding and depiction of the intended general use. See also Site Plan.

CONCRETE OR ASPHALT BATCHING PLANT (PERMANENT). A permanent manufacturing facility for the storing of raw materials and production of concrete or asphalt.

CONCRETE OR ASPHALT BATCHING PLANT (TEMPORARY). A temporary manufacturing facility for the storing of raw materials and production of concrete or asphalt during construction of a project. The plant shall be removed when the project is completed.

CONCRETE PAVING. All concrete paving, residential and nonresidential driveways and streets shall conform to the standards adopted in the City's Subdivision Regulations and the adopted Standard Construction Details.

CONSTRUCTION YARD (TEMPORARY). A storage yard or assembly yard for building materials and equipment directly related to a specific construction project and subject to removal at completion of construction.

CONTRACTOR'S SHOP AND STORAGE YARD. A building, part of a building, or land area for the construction or storage of materials, equipment, tools, products, and vehicles.

CONVENIENCE STORE. A retail establishment providing for the sale of consumables, non-prescription drugs, small household items and gifts that are not used or consumed on the premises. Gasoline and diesel fuel may be offered for sale provided they are not the primary source of income for the store and that no more than eight (8) pumps are offered.

CONVENIENCE STORE LESS THAN 2500 S.F. A retail establishment providing for the sale of

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consumables, non-prescription drugs, small household items and gifts that are not used or consumed on the premises. Gasoline and diesel fuel may be offered for sale provided they are not the primary source of income for the store and that no more than eight (8) pumps are offered. Maximum size of the establishment will be no more than 2,500 square feet, not including storage areas and administrative offices.

CORNER VISIBILITY. An area to be left without obstruction such that the view of traffic is not impeded.

COUNTRY CLUB (PRIVATE). A land area and buildings which may include a golf course, clubhouse, dining room, swimming pool, tennis courts and similar recreational or service uses available to members and their guests.

COURT. An open, unobstructed space, bounded on more than two sides by the walls of a building. An “inner court” is entirely surrounded by the exterior walls of a building. An “outer court” has one side open to a street, alley, yard, or other permanent open space.

COVERAGE. The area physically covered by all buildings located on a lot or parcel, including the area covered by all overhanging roofs.

CREDIT ACCESS BUSINESS. Shall have the meaning given that term in Section 393.601 of the Texas Finance Code and including any credit services organization that obtains for a consumer or assists a consumer in obtaining an extension of consumer credit in the form of a deferred presentment transaction or a motor vehicle title loan, as those terms are defined in Section 393.601 of the Texas Finance Code, as amended.

CULTURAL ESTABLISHMENTS. Establishments such as museums, art galleries, botanical and zoological gardens, and other facilities of a historic, an educational or a cultural interest that possess qualities of significance in history, architecture, archeology, or reflect the cumulative deposit of knowledge, experience, beliefs, values, attitudes, meanings, hierarchies, religion, notions of time, roles, spatial relations, concepts of the universe, and material objects and possessions acquired by a group of people in the course of generations through individual and group striving.

CUL-DE-SAC. A short residential street having but one vehicular access to another street and terminated by a vehicular turnaround.

CURBSTONING. The practice of selling cars on the street or in parking lots, usually by unlicensed dealers.

CURVILINEAR IN DESIGN. A design characteristic consisting of or bounded by curved lines; represented by a curved line.

DAIRY PROCESSING. The homogenization and pasteurization of raw milk for the production of dairy products such as milk, cheese, yogurt, ice cream, etc.

DANCE HALL. A building or part of a building with facilities for dancing.

DAY CARE. Day care uses include facilities that provide care for children or adults on a regular basis away from their primary residence for less than twenty-four (24) hours per day. This category does not include public or private schools or facilities operated in connection with an employment use, shopping center, or other principal use, where children are cared for while parents or guardians are occupied on the premises or in the immediate vicinity. Specific use types include, but are not limited to, the following:

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- A. Child Care in Residence (accessory use) a/k/a Family Home. A child care facility that regularly provides care in the caretaker's own residence for not more than six (6) children under 14 years of age, excluding the caretaker's own children and that provides care after school hours for not more than six (6) additional elementary school siblings of the other children given care, but the total number of children, including the caretaker's own, does not exceed twelve (12) at any given time. This term shall not include overnight lodging, medical treatment, counseling or rehabilitative service establishments and does not apply to any school. Licensure/ registration for such facilities shall follow the requirements set forth by the State of Texas.
- B. Children's Day Care Center (Registered). A facility or place designed for the care of less than six (6) unrelated children for some period of time less than twenty-four (24) hours. If such facility provides overnight care, the license must prove authorization for the same.

DEAD-END STREET. A street, other than a cul-de-sac, with only one outlet for ingress or egress.

DENSITY. The total number of residential units allowed upon a given tract of land usually expressed in total number of units per gross acres of net acre.

DEPARTMENT STORE. A building or use which sells primarily general retail items. No consumption of food or beverage items occurs on-site but food and beverage sales for off-site consumption is permitted.

DETACHED PRIVATE GARAGE. A detached accessory building or portion of the main building for the primary use as parking or temporary storage of automobiles of the occupants of the premises; if occupied by vehicles of others, it is a storage space.

DEVELOPER. A person, partnership, corporation or other legal entity owning or representing a business which is proposing or applying to construct a project or create a subdivision.

DISTRIBUTION CENTER OR WAREHOUSE. A building or facility used for the storage and distribution of whole items/products.

DISTRICT, ZONING. See Zoning District.

DRAPERY MANUFACTURING AND SALES. An establishment used for the production, display and sale of draperies and interior window coverings.

DRUG AND PHARMACEUTICAL MANUFACTURING. See Manufacturing Process, General.

DRUGSTORE, PHARMACY. A retail store whose primary purpose is to stock and sell all drug, prescription and health-related products.

DRY BOAT STORAGE. The storage of boats, usually through stacking, in land-based buildings or hardstands.

DRY CLEANING PLANT OR COMMERCIAL LAUNDRY. Dry cleaning plants primarily clean, repair, and press clothes, linens, and other fabric items that cannot be cleaned in water. Dry cleaning involves the use of a variety of chemicals to clean fabrics and must satisfy all applicable federal and state regulations associated with the use, including but not limited to environmental regulations.

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DRY CLEANING, SMALL SHOP. A custom cleaning shop or pickup station not exceeding 5,000 square feet of floor area, including but not limited to dry cleaning plants having no more than 5,000 square feet of floor area. Such a shop must satisfy all applicable federal and state regulations associated with the use, including but not limited to environmental regulations.

DWELLING. Any building or portion thereof, which is designed or used as a living quarter for one or more families, but not including “mobile homes.”

DWELLING, MULTIPLE-FAMILY. Attached dwelling units designed to be occupied by three (3) or more families living independently of one another, yet in the same structure with shared, main lobby, entrance and sidewalks. This term does not include hotels or motels.

DWELLING, SINGLE-FAMILY. A detached dwelling designed to be occupied by not more than one (1) family.

DWELLING, SINGLE-FAMILY ATTACHED (TOWNHOUSE). A dwelling that is part of a structure containing three (3) or more units, each designed for occupancy by one (1) family, and which is located on a separate lot delineated by front, side and rear lot lines.

DWELLING, TWO-FAMILY (DUPLEX). A detached dwelling designed to be occupied by two (2) families living independently of each other.

EASEMENT. A grant of one or more of the property rights by the property owner to or for the use by the public, a corporation or another person or entity.

EASEMENT, TRANSPORTATION OR RIGHT-OF-WAY. An easement established on a lot for the purpose of prohibiting or permitting ingress or egress to vehicular traffic.

EASEMENT, UTILITY. An easement granted for installing and maintaining utilities across, over, or under land, together with the right to enter the land with machinery and other vehicles necessary to maintain the utilities. See also Public Easement.

ECONOMIC DEVELOPMENT INCENTIVE POLICY. A policy adopted by the Glenn Heights City Council for the attraction of long-term investment and establishment of new jobs in the City and for the enhancement of the economic base of area taxing entities.

ELDERLY HUSING, RETIREMENT. Residential complex containing multifamily dwellings designed for and principally occupied by senior citizens. Facilities may include a congregate meals program in a common dining area, but exclude institutional care such as medical or nursing care and are distinguished from life care retirement centers. These offer minimal convenience services but focus on attracting elderly residents so as to provide a social support system among the residents. (American Planning Association) Any age restricted development which may be in any housing form, including detached and attached dwelling units, apartments, and residences, offering private and semiprivate rooms. (Garrett, Ind.)

- Retirement home
- Independent Living

ELDERLY HOUSING, ASSISTED LIVING. • Services in these establishments include assistance with daily activities, such as dressing, grooming, bathing, etc. Also referred to as board and care establishments. (American Planning Association) A special combination of housing supportive services, personalized assistance, and health care designed to respond to the individual needs of those who need help with activities of daily living. A facility with a central or private kitchen, dining, recreational, and other facilities, with separate bedrooms or living quarters, where the emphasis of the facility remains residential. (Rancho Mirage, Calif.) A premise operated by a

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§ 1 legal entity holding a certificate of compliance document issued by the [state department of health] (license) permitting the operation of a personal care home, at the location of said premise, according to appropriate [state department of health] program licensure or approval regulations, in which food, shelter, and personal assistance or supervision are provided for a period of at least 14 days for four or more aged adults who do not require hospitalization or skilled or intermediate nursing care, or the services in or of a [state department of health] licensed long-term care facility, but who do, because of their advanced age, require assistance or supervision in matters such as dressing, bathing, diet, financial management, evacuation of a residence in the event of an emergency, or medication prescribed for self-administration. (Willistown Township, Pa.)

- Continuing Care Facility
- Adult Day Care

ELECTRIC PRODUCTS MANUFACTURING. See Manufacturing Processes, General. ELECTRIC TRANSMISSION LINE (HIGH VOLTAGE). See Transmission Line. ELECTRICAL SUBSTATION. A subsidiary station in which electrical current is transformed. ELECTRONIC AND HOME APPLIANCE STORE. A retail business with household electronics (e.g., televisions, stereos, computers, etc.) and appliances (e.g., refrigerators, ovens, ranges, etc.) for sale to the public.

ELECTRONIC MANUFACTURING. See Manufacturing, General.

ENGINEER, CITY. Any provider of engineering services to the City, designated by resolution or ordinance of the City Council, who is duly authorized under the provisions of the Texas Engineering Registration Act, as may be amended, to practice the profession of engineering, and is a Registered Professional Engineer.

ENGINEERING OFFICE. See Business Office, General.

EQUIPMENT RENTAL. A location where a variety of equipment (e.g. tractors, ditching machine, scaffolding, tillers) are stored for leasing or rental purposes.

EXCAVATION, SAND/GRAVEL. A tract of land used primarily for the extraction of soil, sand,

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gravel, clay and other similar materials, other than oil and gas, which are processed and sold or used for commercial purposes, but do not include the excavation or grading necessary for the development of a lot or tract.

EXTRATERRITORIAL JURISDICTION (ETJ). The unincorporated area that is contiguous to the corporate boundaries of the City of Glenn Heights within the specified distance from the corporate boundaries as specified in Texas Local Government Code, Chapter 42, as may be amended.

FACADE. All exterior walls of a building exposed to public view or that may be viewed by persons not within the building.

FAMILY. One or more persons related by blood, marriage, or adoption, or a group not to exceed four (4) persons not all related by blood or marriage, adoption or guardianship, occupying a dwelling unit and living as a single housekeeping unit. This definition does not necessarily apply during times of declared state emergencies.

FARM, RANCH, GARDEN OR ORCHARD. An area of five (5) acres or more which is used for growing usual farm products, vegetables, fruits, trees, and grain and for the raising thereon of the usual farm poultry and farm animals such as horses, cattle, and sheep and including the necessary accessory uses for raising, treating, and storing products raised on the premises, but not including the commercial feeding of offal or garbage to swine or other animals and not including any type of agriculture or husbandry specifically prohibited by ordinance or law.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). The Federal Emergency Management Agency that regulates flood emergencies and natural disasters, along with other local and federal agencies, and which is under the federal Homeland Security Department.

FEED AND GRAIN STORE. An establishment for the selling of corn, grain and other foodstuffs for animals and livestock, and including implements and goods related to agricultural processes, but not including farm machinery.

FEED LOT. An area or building where livestock are kept while being fattened for slaughter.

FENCE. A structure serving as an enclosure, a barrier, or a boundary and constructed according to the City of Glenn Heights regulations. Usually made of metal posts joined together by boards, wire, or rails. Fence is a structure for purposes of substandard structure minimum requirements.

FIELD CONSTRUCTION OFFICE. A building or structure, of either permanent or temporary construction, used in connection with a development or construction project for housing temporary supervisory or administrative functions related to development, construction or the sale of real estate properties within active development or construction project.

FINAL PLAT. Any plat of any lot, tract, or parcel of land requested to be approved by the Planning and Zoning Commission and City Council and recorded for record in the Deed Records of Dallas or Ellis County, Texas as required by state law.

FIREPLACE, APPLIANCE STYLE. A fixture that is designed to burn only gaseous products, natural or propane. Gases shall be vented with Type B double wall pipe and/or comply with applicable building codes.

FIREPLACE, WOOD BURNING. A fireplace that is intended to burn wood, wood logs, paper log rolls, lignite, or other approved solid fuel products. Products shall be vented through approved triple wall pipe. This is sometimes referred to as a "brick fireplace."

FLEA MARKET. An outdoor, or partially indoor premises with a properly issued permit by the City where the main use is the sale of new and used household goods, personal effects, tools,

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§ 1 artwork, small household appliances, and similar merchandise, objects, or equipment, in small quantities, in broken stalls, lots or parcels, not in bulk, for the use or consumption by the immediate purchaser in a building, open air, or partly enclosed booths or stalls not within a wholly enclosed building. The term “flea market” shall not be deemed to include wholesale sales establishments or rental services establishments, but shall be deemed to include personal service establishments, food services establishments, retail services establishments, and auction establishments.

This definition does not pertain to retail sidewalk sales or garage sales.

FLOOD INSURANCE RATE MAP (FIRM). A map indicating property that lies in a floodplain, floodway or property that is otherwise susceptible to flooding due to changes in development patterns.

FLOODPLAIN. An area of land subject to inundation by a 100-year frequency flood as determined using standard engineering practices and generally as shown on the FIRM (Flood Insurance Rate Map) of the City of Glenn Heights.

FLOODWAY. Where a creek, river, stream or body of water flows and the adjacent land areas that must be reserved in order to discharge the base flood without increasing the water surface elevation more than a designated height.

FLOOR AREA. The total gross square feet of floor space within the outside dimensions of a building including each floor level, but excluding carports, residential garages and breezeways.

FLOOR AREA RATIO (FAR). The floor area of a main building or buildings on a lot, divided by the lot area.

FLORIST SHOP. An establishment for the display and retail sale of flowers, small plants and accessories.

FOOD OR CONVENIENCE STORE. A use which occupies less than 25,000 square feet but greater than 2500 square feet and sells food and beverages primarily for off-site consumption, but also sells other products such as gasoline and retail items. No vehicle repair or other automotive services are provided.

FOOD PRODUCTS MANUFACTURING. See Manufacturing Process, General. FOUNDRY CASTING, NONFERROUS. A factory that produces castings from nonferrous alloys. Metals are turned into parts by melting the metal into a liquid, pouring the metal into a mold and then removing the mold material or casting. The alloys contain no iron.

FROZEN FOOD LOCKER. A business primarily for storing food products in a frozen state for customers.

FUNERAL HOME OR MORTUARY. A place for the storage of human bodies prior to their burial or cremation, or a building used for the preparation of the deceased for burial and the display of the deceased and ceremonies connected therewith before burial or cremation.

FUR GOODS MANUFACTURING BUT NO TANNING, DYING, OR SLAUGHTERING. See Manufacturing Process, General.

FURNITURE MANUFACTURER. See Manufacturing Process, General.

FURNITURE, HOME FURNISHINGS. his group includes retail stores selling goods for furnishing the home including, but not limited to furniture, floor coverings, draperies, glass and chinaware, domestic stoves, refrigerators, and other household electrical and gas appliances.

GARAGE (PRIVATE). An enclosed (on at least three (3) sides) accessory building, or a part of a

main building, used for storage of automobiles and used solely by the occupants and their guests.

GARAGE APARTMENT. A dwelling unit for one family erected in conjunction with a garage.

GARAGE, ATTACHED. A building or indoor space that is a part of the main structure in which to park or keep a motor vehicle.

GARAGE, DETACHED. A building or indoor space that is separate and not a part of the main structure in which to park or keep a motor vehicle.

GARAGE PARKING (PRIVATE). An enclosed (on at least three (3) sides) accessory building, or a part of a main building, used for storage of automobiles and used solely by the occupants and their guests.

GARDEN SHOP, GARDEN CENTER, GREENHOUSE AND NURSERY. A facility which is engaged in the display and selling of flowers, large and ornamental plants, shrubs, trees, seeds, garden and lawn supplies, and other materials used in planting and landscaping, but not including cultivation and propagation activities outside a building. Depending on the zoning district a limited amount of display may be outside.

GASOLINE OR PETROLEUM DRILLING OR STORAGE. Gasoline or petroleum drilling and storage shall have the meaning assigned and be subject to the regulations in the City's Drilling Ordinance as it exists and as it may be amended.

GASOLINE SERVICE OR FILLING STATION. See Automobile Service Station.

GENERAL RETAIL. Any use engaged in retail trade, including any use identified as permitted in the Retail Zoning District.

GLASS PRODUCTS MANUFACTURED FROM PREVIOUSLY MANUFACTURED GLASS. The production of glass products using previously manufactured glass tubing. This is typical in the production of glass light bulbs.

GO GREEN INCENTIVES. Financial and procedural incentives offered by the City of Glenn Heights for development that meets or exceeds City-adopted criteria that improve the environment and quality of life while boosting the local economy. This program is adopted through the Zoning Ordinance.

GOLF COURSE (MUNICIPAL). A golf course owned by a municipality. A city may contract out the day-to-day operations of the course to a golf course management company but as long as it is owned by the city it is called a municipal golf course.

GOLF COURSE (PRIVATE). An area of twenty (20) acres or more improved with trees, greens, fairways, hazards, used for recreational or competitive golfing activities and which may include clubhouses.

GROCERY STORE. A use which occupies at least 25,000 square feet and sells primarily food for primarily off-site consumption. Other items such as retail products, beverages and gasoline are sold but are not the primary source of revenue for the main use.

GROSS FLOOR AREA.

- A. The sum of the gross horizontal areas of all floors of a structure, measured from the exterior faces of exterior walls or from the centerline of walls separating two (2) attached buildings. Gross floor area includes the following: Basements that provide structural headroom of seven (7) feet or more. Elevator shafts or stairwells at each floor. Floor space used for mechanical

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equipment. Attics, whether or not a floor has been laid, providing structural headroom of seven (7) feet or more. Floor space in interior balconies or interior mezzanines. Floor space in accessory structures. Floor space in enclosed porches. Any floor space used for residential use, no matter where such floor space is located within the structure. For commercial uses, balconies, galleries, covered or uncovered patios, decks, and commercial leased space. For commercial uses, any outdoor space, whether covered or uncovered, which is used for seating, performance, or similar activities. Floor space within an enclosed structure.

- B. Gross floor area does not include the following: Accessory water tanks or cooling towers. Exterior balconies on residential uses. Uncovered steps. Basements and attics, whether or not an attic floor has been laid, providing structural headroom of less than seven (7) feet. Floor space used for required accessory off-street parking spaces. Galleries located in residential uses, through arcades and breezeways.

GROUP HOME. Shall mean to refer to all types of residential dwellings, whether statutorily permitted or allowed as a use in the City's Zoning Ordinance and shall include but not be limited to Continuing Care Facility, Assisted Living Facility, Community Home, Household Care Facility, Rehabilitation Treatment Facility, and Rehabilitation Treatment Institution. Unless otherwise required by law, the following shall apply to group homes permitted as a specific use and must be included in the ordinance granting the specific use as a condition of use:

- A. A group home may not be located within one-half mile of an existing group home.
- B. No structural or decorative alterations that will change the single-family character of existing residential use or be incompatible with surrounding residences is permitted, other than as may be required by the Americans with Disabilities Act.
- C. The residents of a group home may not keep for the use of the residents of the home, either on the premises of the home or on a public right-of-way adjacent to the home, motor vehicles in numbers that exceed the number of bedrooms in the home.
- D. A group home located in a single-family residential district may not be used so as to change the residential character of the single-family residential use or be maintained or operated so as to constitute a public nuisance as defined by City ordinances.
- E. Must have at all times a valid residential rental license issued pursuant to City ordinance, as it exists and may be amended.

GYMNASTICS OR DANCE STUDIO. A building or portion of a building used as a place of work for a gymnast or dancer or for instructional classes in gymnastics or dance.

HAULING OR STORAGE COMPANY. See Motor Freight Company.

HEAVY LOAD VEHICLE. A self-propelled vehicle having a manufacturer's recommended gross vehicle weight (GVW) of greater than 11,000 pounds, such as large recreational vehicles, tractor-trailers, buses, vans, and other similar vehicles. The term "truck" shall be construed to mean "heavy load vehicle" unless specifically stated otherwise.

HEAVY MACHINERY SALES AND STORAGE. A building or open area, other than a right-of-way or public parking area, used for the display, sale, rental, or storage of heavy machinery, either machines in general or a group of machines which function together as a unit.

HEIGHT. A measurement taken from the base of the object on the ground to its apex or highest point. If the object being measured is attached to a building, the base of the building to the top of the object is the height.

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HELIPORT. An area of land or a structural surface which is used, or intended for use, for the landing and taking off of helicopters, and any appurtenant areas which are used, or intended for use for heliport buildings and other heliport facilities.

HELISTOP. The same as a heliport, except that no refueling, maintenance, repairs or storage of helicopters is permitted.

HOME IMPROVEMENT CENTER. A facility for the retail sale of home, lawn and garden supplies, brick, lumber and other similar lumber materials.

HOME OCCUPATION. Any occupation or activity carried on solely by the inhabitants of a residential dwelling which is clearly incidental and secondary to the use of the dwelling for residential dwelling purposes, which does not change the character thereof, and which is conducted entirely within the main or accessory buildings; provided that no trading in merchandise is carried on and in connection with which there is no display of merchandise or advertising sign other than one non-illuminated nameplate not more than two square feet in area attached to the main or accessory building, and no mechanical equipment is used, except such as is customary for purely domestic or household purposes and does not create obnoxious noise or other conditions such as odor, increased traffic, smoke or electrical interference. A beauty or barber shop, tea room or restaurant, rest home or clinic, doctor's office or dentist's office, adult day care, tourist home, or cabinet, metal or auto repair shop, farm, ranch or similar agricultural use shall not be deemed a home occupation and must follow the restrictions and designations for any such use.

A. An occupation, profession, domestic craft or economic enterprise which is customarily conducted in a "residential dwelling" as hereinafter defined, subject to compliance with each of the following conditions:

- (a) "Residential dwelling" shall mean a detached building or structure designed, used and occupied exclusively by members of one (1) family as a residence.
- (b) No person other than members of a family who reside in the residential dwelling shall be engaged in such occupation, profession, domestic craft or economic enterprise; provided, however, the resident may engage the services of one employee.
- (c) Such use shall be and remain incidental and subordinate to the principal use of the residential dwelling as a family residence and the area utilized for such occupation, profession, domestic craft or economic enterprise shall not exceed twenty percent (20%) of the total of the floor area of the residential dwelling.
- (d) The residential dwelling shall maintain its residential character and shall not be altered or remodeled in order to create any type of exterior commercial appeal.
- (e) No exterior storage of material, equipment and/or supplies used in conjunction with such occupation, profession, domestic craft or economic enterprise shall be placed, permitted or allowed on the premises occupied by the residential dwelling.
- (f) No offensive noise, vibration, smoke, dust, odors, heat or glare generated by or associated with the home occupation shall extend beyond the property line of the lot or tract on which the home occupation is being conducted.
- (g) The occupation, profession, domestic craft or economic enterprise shall be conducted wholly within the residential dwelling and no accessory building shall be used in conjunction therewith.
- (h) Inventory for the home occupation may be stored on the premises provided it does not exceed twenty (20) percent of total floor area.

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- (i) The only equipment to be used in such occupation, profession, domestic craft or economic enterprise shall be that which is ordinarily used in a private home in a like amount and kind.
- (j) A home occupation shall not generate such additional traffic as to create a traffic hazard or disturbance to nearby residents; provided, however, an additional two cars at one time shall not constitute a traffic hazard in and of itself.
- (k) A home occupation may include but not be limited to the following type activities:
 - (1) Hand-crafted art studios;
 - (2) House cleaning services;
 - (3) Instructional arts studio;
 - (4) Professional Office, such as real estate, law office, insurance agent, tax consultant, with the exception of banking and other financial services, employment agencies, medical or dental offices;
 - (5) Office services who render their services off-site;
 - (6) Photography studio;
 - (7) Private music, tutoring or similar lessons;
 - (8) Sale of homemade goods, crafts and similar products assembled on the premises excluding food;
 - (9) Telephone sales business online training ; and
 - (10) Seamstress/alterations.
- (l) Day care services as defined herein shall meet all applicable requirements for such activity as stated herein.
- (m) Nothing shall be done to the residential dwelling to make the dwelling appear in any way as anything but a dwelling.

HOSPITAL. See Medical Facilities.

HOSPITAL, ACUTE CARE. An institution where sick or injured patients are given medical and/or surgical treatment intended to restore them to health and an active life, and which is licensed by the State of Texas.

HOSPITAL, CHRONIC CARE. An institution where those persons suffering from illness, injury, deformity and/or deficiencies pertaining to age are given care and treatment on a prolonged or permanent basis and which is licensed by the State of Texas.

HOSPITAL, REHABILITATION. An institution that provides long-term acute care, inpatient and outpatient rehabilitative services for those who have experienced a stroke, brain injury, neurological disorder or other debilitating conditions on a for-profit or not-for-profit basis, and may include physical, occupational or speech therapy.

HOTEL OR MOTEL. A facility offering a minimum of 75 rooms for temporary lodging accommodations or guest rooms on a daily rate to the general public and providing additional services, such as restaurants, meeting rooms, housekeeping service and recreational facilities. A guest room shall be defined as a room designed for the overnight lodging of hotel guests for an established rate or fee.

HOTEL OR MOTEL RESIDENCE. Same as Hotel or Motel, except such rooms are usually rented for longer periods of time (e.g. weekly or monthly). Such facilities often include meeting rooms, clubhouses and recreational facilities intended for the use of the residents and their guests.

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HOUSEHOLD APPLIANCE SERVICE AND REPAIR. The maintenance and rehabilitation of appliances customarily used in the home including but not limited to washing and drying machines, refrigerators, dishwashers, trash compactors, ovens and ranges, countertop kitchen appliances, vacuum cleaners and hair dryers. See Appliance Service, Repair.

HOUSING PREFABRICATION OR INDUSTRIALIZED HOUSING. A residential structure that is: (1) designed for the occupancy of one or more families; (2) constructed in one or more modules or constructed using one or more modular components built at a location other than the permanent site; and (3) designed to be used as a permanent residential structure when the module or the modular component is transported to the permanent site and erected or installed on a permanent foundation system. Industrialized housing includes the structure's plumbing, heating, air-conditioning, and electrical systems. Industrialized housing does not include: (1) a residential structure that exceeds three stories or 49 feet in height as measured from the finished grade elevation at the building entrance to the peak of the roof; (2) housing constructed of a sectional or panelized system that does not use a modular component; or (3) a ready-built home constructed in a manner in which the entire living area is contained in a single unit or section at a temporary location for the purpose of selling and moving the home to another location. For purposes of permitted residential uses, industrialized housing shall be permitted and treated as a single-family or duplex dwelling constructed on-site, provided that such Industrialized Housing: (1) has a value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the lot on which the industrialized housing is proposed to be located, as determined by the most recent certified tax appraisal roll for each county in which the properties are located; (2) has exterior siding, roofing, roof pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; (3) complies with municipal aesthetic standards, building setbacks, side and rear yard offsets, subdivision control, architectural landscaping, square footage, and other site requirements applicable to single-family dwellings; (4) is securely fixed to a permanent foundation; and (5) has all local permits and licenses applicable to other single-family or duplex dwellings.

HUD-CODE MANUFACTURED HOUSING. See Manufactured Housing.

HUD-CODE MANUFACTURED HOME SALES. The use of any building or other premises for the display and retail sale of new or used HUD-Code Manufactured homes.

HUD-CODE MANUFACTURED HOME SUBDIVISION. Any lot, tract, or parcel of land divided into two (2) or more lots or sites for the purpose of establishing a HUD-Code manufactured housing development.

IMPERVIOUS. Surfaces that allow little water to soak into the ground or that is so constructed to allow water runoff (e.g., buildings, cement driveways or streets).

INDUSTRIAL PARK. A large tract of land that has been planned, developed and operated as an integrated facility for a number of individual industrial uses, with special attention to circulation, parking, utility needs, aesthetics, and compatibility.

INDUSTRIAL, GENERAL. Establishments engaged in the manufacturing or transformation of materials into new products. These establishments are usually described as plants and factories, and characteristically use power-driven machines and materials-handling equipment. Manufacturing production is usually carried on for the wholesale market, rather than for direct sale to the domestic

customer.

INFRASTRUCTURE. The large-scale public systems, services, and facilities of a city or region that are necessary for development and economic activity, including power and water supplies, public transportation, telecommunications, roads, and schools.

INSTRUMENT AND METER MANUFACTURING. See Manufacturing Process, General.

INSURANCE OR INSURANCE ESTIMATOR'S OFFICE. See Business Office, General.

INTEGRATED STORMWATER MANAGEMENT (ISWM). A way of managing stormwater to mitigate the negative impacts of development by integrating the management of the quality of stormwater with quantity management, as well as integrating stormwater considerations into the earliest stages of the development and site planning process.

INTERIOR DECORATOR'S OFFICE. See Business Office, General.

JAIL, PRISON OR HOLDING FACILITY. A place for the short-term confinement of persons in lawful detention, either persons accused of, or awaiting trial under local jurisdiction or persons convicted of crimes. Such facilities shall be owned and operated by governmental entities with proper jurisdiction, [and] meet all applicable federal and state regulations governing said use.

JEWELRY AND WATCH MANUFACTURING. See Manufacturing Process, General. KENNELS. An establishment with pens in which more than four (4) dogs or domesticated animals are housed, groomed, bred, boarded, trained or sold for commercial purposes. The pens may be indoor or outdoor dependent upon the zoning district in which they are located. Such a use must meet all applicable state and local regulations for the humane care and treatment of animals and may not constitute or create a nuisance.

KEY SHOP OR LOCKSMITH. A business whose primary purpose is to make or repair locks and/or make keys.

KINDERGARTEN OR NURSERY SCHOOL (PRIVATE). A child care facility offering a program of four (4) hours or less per day for children who have passed their second birthday but who are under seven years old. See School, Private.

KIOSK. A small, freestanding, one-story structure having a maximum floor area of 350 square feet and used for commercial purposes or the posting of temporary information and/or posters, notices and announcements. If a kiosk is to be occupied, it shall have a minimum floor area of twenty-five (25) square feet.

LABORATORY, MEDICAL. An area where medical testing and analysis are performed under sterile conditions to assist in diagnosis and treatment of illnesses.

LABORATORY, SCIENTIFIC OR RESEARCH. An establishment that engages in research, testing or evaluation of materials or products, but not necessarily medical-related.

LANDSCAPING. Material such as, but not limited to, grass, ground covers, shrubs, vines, or trees, and non-living durable material commonly used in the aesthetic and appealing presentation of living garden materials, such as, but not limited to, rocks, pebbles, sand, walls or fences, but excluding paving.

LAUNDROMAT (OR SELF-SERVE WASHATERIA). A facility where patrons wash, dry or dry clean clothing and other fabrics in machines operated by the patron.

LAW OFFICE. See Business Office, General.

LAWN/YARD. An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward. In measuring a lawn/yard

for the purpose of determining the width of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the lot lines and the main building shall be used.

LAWN/YARD, FRONT. A lawn/yard located in front of the elevation of a building and extending across a lot between the side yard lines and being the minimum horizontal distance between the front property line and the outside wall of the main structure.

LAWN/YARD, SIDE. A lawn/yard between the building and sideline of the lot and extending from the front lot line to the rear lot line and being in the minimum horizontal distance between a side lot line and the outside wall of the side of the main structure.

LEATHER GOODS FABRICATION. All establishments engaged in tanning, currying [curing] and finishing hides and skins, leather converters and establishments manufacturing finished leather and artificial leather products and some similar products made of other materials.

LEATHER GOODS SHOP. An establishment whose primary retail product for sale is that of leather goods. Leather goods may also be sold in combination with other merchandise in a department store or other general retail store.

LIBRARY (PUBLIC). Any institution for the loan or display of books, tapes, objects of art or science which is sponsored by a public or responsible quasi-public agency and which institution is open and available to the general public.

LIGHT FABRICATION AND ASSEMBLY. Construction by combining or assembling diverse, typically standardized parts to create or make a finished product, including packaging of such products, and incidental storage, sales and distribution of such products, but excluding basic industrial processing.

LIGHT INDUSTRIAL. Manufacturing and fabricating establishments with limited external impact, small in size, with no heavy manufacturing or specialized industrial processes, generally related to the assembly, disassembly, fabricating, finishing, manufacturing, packaging, repairing or processing of materials, such as printing, commercial laundry, photographic processing, building maintenance shops, metal work, millwork and cabinetry work.

LIGHT LOAD VEHICLES. A self-propelled vehicle having a manufacturer's recommended gross vehicle weight (GVW) not greater than eleven thousand (11,000) pounds and having no more than two (2) axles, such as pickup trucks, vans, recreational vehicles, campers and other similar vehicles but not including automobiles and motorcycles.

LIGHT MANUFACTURING. Manufacturing of finished products or parts, predominately from previously prepared materials, including fabrication, assembly, and packaging of such products, and incidental storage, sales and distribution of such products, but excluding basic industrial processing.

LIGHT SHEET METAL PRODUCTS (ENCLOSED BUILDING). The process of sheet metal fabrication can include shearing, cutting, duplicating, contouring, forming, rolling, welding, bending, stamping, drawing, machine assembling and finishing. Finished products can range from small components (with a value of \$1 each) to machines that are 30 ft. high (valued at \$400,000) as well as weld-fabricate subassemblies and assemblies. See Manufacturing Process, General and/or Light Industrial.

LIMOUSINE. Any chauffeured motor vehicle for general passenger use with a rated passenger capacity of not more than 15 passengers and which operates on a prearranged appointment basis only whereby such prearrangement is made not less than 1 hour in advance of the time transportation is to begin. At no time shall such a vehicle operate on a call-and-demand basis as a taxicab.

LOADING SPACE. An off-street space or berth used for the delivery and loading or unloading of

vehicles.

LOT FRONTAGE. That dimension, line or side of a lot or portion of a lot abutting on a street, excluding the side dimension, line or side of a corner lot.

LOT LINE, FRONT. The narrower side of the lot abutting a street. Where two lot lines abutting streets are of equal length, the owner shall have a choice in designating which shall be the lot frontage. For a lot which has a boundary line which does not abut the front street line, is not a rear lot line and lies along the same general directional orientation as the front and rear lot lines, said line shall be considered a front lot line in establishing minimum setback lines.

LOT LINE, REAR. The lot line farthest from and most parallel to the front lot line. For triangular lots, the point opposite the front lot line shall be considered the rear lot line and have a value of zero.

LOT LINE, SIDE. Any lot line not the front or rear lot line. LOT LINES. The lines bounding a lot as defined herein.

LOT WIDTH. The horizontal distance measured between side lot lines parallel to the front lot line, and measured from the point on the building line which is closest to the front lot line.

LOT, AREA. The total area, measured on a horizontal plane, included within lot lines, and exclusive of any private or public right-of-way or alley. The “area lot” is that portion of a platted tract that may be developed.

LOT, CORNER. A lot that has at least two adjacent sides abutting for their full lengths on a street, if the interior angle at the intersection of such two sides is less than one hundred thirty-five degrees (135°).

LOT, DEPTH. The mean horizontal distance between the front and rear lot lines.

LOT, DOUBLE FRONTAGE. A lot having a frontage on two (2) non-intersecting streets, as distinguished from a lot.

LOT, FLAG OR PANHANDLE. A lot having access to a street by means of a parcel of land having a depth greater than its frontage, and having a width less than the minimum required lot width, but not less than thirty-five feet (35'). Flag or panhandle lots are generally prohibited in new subdivisions, where lots shall front directly off a public or private street. Any nonconforming lot shall go before the Zoning Board of Adjustment prior to any plat approval.

LOT, INTERIOR. A lot other than a corner lot.

LOT, KEY. A corner lot that is so designed that the lots located directly behind it face the side street of the corner lot and are not separated by an alley shall be considered a key lot.

LOT, OR LOT OF RECORD. Any tract or parcel or a part of a recorded subdivision which is occupied or intended to be occupied by one main building, or a group of main buildings, and accessory building and uses, including such open spaces as are required by this Zoning Ordinance, and other laws or ordinances, and having its principal frontage on a public street or officially approved place. A lot shall be part of a subdivision, the plat of which has been recorded in the office of the County Clerk of Dallas or Ellis County.

LOT, PLATTED OR LEGAL LOT. In order to obtain a building permit or utility service, the City of Glenn Heights requires that the parcel of land be mapped, charted, surveyed, planned or replatted, containing a description of the subdivided land with ties to permanent landmarks or monuments and filed of record with the County Clerk of Dallas or Ellis County.

LOT, THROUGH. A lot, other than a corner lot, having frontage on two (2) parallel or approximately parallel streets.

MAIN BUILDING. The building(s) on a lot which are occupied by the main or primary use.

MANUFACTURED HOME A/K/A HUD-CODE MANUFACTURED HOME. A structure, constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on-site, is three hundred twenty (320) or more square feet, and which is built on a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems. All references in this ordinance to manufactured housing or manufactured home(s) shall be references to HUD-Code Manufactured Housing, unless otherwise specified. The term does not include a recreational vehicle as that term is defined by 24 C.F.R. Section 3282.8(g). Any structure with less than the length and/or width specified in this paragraph, or pre-dating June 15, 1976, generally known as a mobile home, shall not be allowed in a HUD- Code Manufactured Home Park or within the corporate city limits as provided herein and allowed by law. HUD-Code Manufactured Homes shall be governed by separate ordinance, as it exists and as it may be amended. (Also referred to as HUD-Code Home.)

MANUFACTURED HOUSING UNIT. See Manufactured Home a/k/a HUD-Code Manufactured Home.

MANUFACTURING PROCESS, GENERAL. An establishment engaged in basic processing and manufacturing of materials or products predominantly from extracted or raw materials excluding those generally classified as hazardous or objectionable such as chemical warehousing and manufacturing, fat rendering plants, meat packing plants, petroleum refineries, slaughterhouses and tanneries. Uses restricted from other zoning districts but permitted in the I and C, districts, as specifically indicated by the Use Chart, under this definition are manufacturing and industrial uses which do not emit dust, smoke, odor, gas, fumes, or present a possible hazard beyond the bounding property lines of the lot or tract upon which the use or uses are located, and which do not generate noise or vibration at the boundary of the lot or tract which is generally perceptible in frequency or pressure above the ambivalent level of noise or vibration in the adjacent area. Such uses include toys, jewelry, watches, electronics, plastics and candy.

MANUFACTURING, GENERAL. See Light Industrial.

MASONRY.

- A. APPROVED - Hard fired (kiln fired) clay brick, natural stone, granite, marble, hammered or split-face finished concrete, load-bearing units, pre-cast concrete panels or tilt walls (painted, fluted or exposed aggregate), hard fired clay tile, cement-based stucco.
- B. ALTERNATE MATERIAL - Glass walls or glass blocks, Cementitious fiber board, acrylic matrix (three-component finish system consisting of 100% acrylic matrix ceramically colored aggregate and sealer or 100% synthetic plaster having two types of application, spraying or troweling).

MASONRY CONSTRUCTION. That form of construction comprised of brick, stone, granite, marble, concrete, hollow clay tile, concrete block or tile, brick, veneer, exterior plasters (including stucco), or other similar building units or materials or combination of these materials laid up unit by unit and set in mortar.

MASSAGE ESTABLISHMENT. Any place of business in which massage therapy is practiced by a massage therapist, as defined by State law. "Massage therapy," as a health care service, means the manipulation of soft tissue for therapeutic purposes. The term includes, but is not limited.

to, effleurage (stroking), Petrissage (kneading), tapotement (percussion), compression, vibration, friction, nerve strokes, and Swedish gymnastics, either by hand or with mechanical or electrical apparatus for the purpose of body massage. Massage therapy may include the use of oil, salt glows, heat lamps, hot and cold packs, tub, shower or cabinet baths. Equivalent terms for massage therapy are massage or therapeutic massage. Massage therapy does not include diagnosis, the treatment of illness or disease, or any service or procedure for which a license to practice medicine, chiropractic, physical therapy, or podiatry is required by law.

MASTER PLAN. Graphic and textual form policies which govern the future development of the City and which consist of various components governing specific geographic areas and functions and services of the City. These are generally presented by the City's Land Use, Thoroughfare and Park Plans, as may be amended.

MEDICAL FACILITIES. Include the following:

- A. Dental Clinic or Medical Clinic. A facility or group of offices for one or more physicians for the examination and treatment of ill and afflicted human outpatients provided that patients are not kept overnight except under emergency circumstances.
- B. Health Center. A facility primarily utilized by a health unit for providing public health services including related facilities such as laboratories, clinics and administrative offices operated in connection therewith.
- C. Hospital. An institution that provides medical, surgical or psychiatric care and treatment for the sick or injured and including related facilities such as laboratories, outpatient departments, training facilities, central services facilities, and staff offices which are an integral part of the facilities.
- D. Sanitarium. An institution providing health facilities for inpatient medical treatment or treatment and recuperation making use of natural therapeutic agents.
- E. Animal Clinic. An establishment in which animals are admitted for examination and medical treatment. The establishment may or may not have outside kennels for housing such animals depending upon the district in which it is located. This definition does not include Pet Shops.

MEDICAL SUPPLIES STORE. An establishment that provides access to various medical supplies, in particular for the purchase and use by individuals and not hospitals. Such supplies would include wheelchairs, walkers, bandages, etc.

MINIATURE GOLF, DRIVING RANGE, & PUTTING COURSE. Miniature golf is a novelty golf game played with a putter on a miniature course usually having tunnels, bridges, sharp corners, and obstacles. Driving ranges and putting courses are golf practice facilities that are included at most golf courses; however, driving ranges can also commonly operate as a stand-alone business away from golf courses. Typically, a driving range will consist of a large, open field with teeing ground at one end. Golfers line up side-by-side pounding golf balls out into the field. The landing area may be, literally, an empty field; or it may include target greens and yardage markers. Most ranges sell buckets of balls of varying sizes and prices. Many driving ranges also have practice putting greens and may have areas for chipping, pitching and bunker practice.

MINI-WAREHOUSE. Small individual storage units for rent or lease, restricted solely to the storage of items. The conduct of sales, business or any other activity within the individual storage units,

other than storage, shall be prohibited.

MOBILE HOME. A dwelling constructed before June 15, 1976, designed to be transported on its own chassis on the highway in one or more sections by a prime mover and which is constructed with a base section so as to be independently self-supporting and not requiring a permanent foundation for year-round living and which includes the plumbing, heating, air-conditioning and electrical systems. Mobile Homes are prohibited in any zoning district in the city. Where the term is used in this Ordinance as a header or descriptor but not referring to the prohibited dwelling, shall mean to refer to HUD-Code Home.

MOBILE HOME DISPLAY AND SALE. The offering for sale, storage, or display of trailers or HUD-Code Homes on a parcel of land but excluding the use of such facilities as dwellings either on a temporary or permanent basis.

MOBILE HOME PARK, TRAILER PARK OR RV PARK. A parcel of land which is designed, improved and/or intended to be used for short- or long-term occupancy by HUD-Code Homes trailers or RVs in designated spaces. The facility may include a residence for the owner or manager, utility hook-ups, accessory structures, playgrounds and open space areas, small fenced areas and similar amenities. Manufactured Home Parks are governed by separate ordinance, as it exists and as it may be amended.

MOBILE HOME SPACE. A plot of ground within a HUD-Code Home park, trailer, park, RV park or HUD-Code Home subdivision which is designated for the accommodation of one HUD-Code Home, trailer or RV unit.

MOBILE HOME SUBDIVISION. A parcel of land which is designed, platted, improved and intended for the long-term placement of individually owned HUD-Code manufactured homes on platted lots which can be purchased outright by the owners of the HUD-Code Homes. Facility may include a residence for the owner/manager of the premises, utility hook-ups, accessory structures, playgrounds and open space areas, fenced yard areas for pets and other similar amenities.

MODEL HOME. A dwelling in a developing subdivision, located on a legal lot of record, that is limited to temporary use as a sales office for the subdivision and to provide an example of the dwellings which have been built or which are proposed to be built within the same subdivision.

MODULAR HOME (OR INDUSTRIALIZED HOUSING). “Modular Home” means a structure or building module as defined by statute and under the jurisdiction and control of the Texas Department of Labor and Standards, installed and used as a residence by a consumer, transportable in one (1) or more sections on a temporary chassis or other conveyance device, and designed to be used on a permanent foundation system. The term includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure. The term does not include a mobile home or HUD-Code Manufactured Housing as defined by statute; nor does it include building modules incorporating concrete or masonry as the primary structural component. The defining characteristic is that a modular home is assembled at the site as a permanent structure that is not designed to be moved once it is in place.

MONOPOLE. A style of freestanding antenna-supporting structure that is composed of a single shaft usually composed of two or more hollow sections that are in turn attached to a foundation. This type of antenna-supporting structure is designed to support itself without the use of guy wires or other stabilization devices. These structures are mounted to a foundation that rests on or in the ground or on a building's roof.

MORTUARY OR FUNERAL PARLOR. See Funeral Home or Mortuary. MOTOR FREIGHT COMPANY. An establishment or enterprise that uses trucks (as contrasted with

railroad trains) to ship freight.

MOTOR RACEWAY OR RACETRACK. A track for racing automobiles or motorcycles. MOTOR VEHICLE. See Automobile (Auto).

MOTORCYCLE. A usually two-wheeled self-propelled vehicle having one or two saddles or seats, and which may have a sidecar attached. For purposes of this Zoning Ordinance, motorbikes, motor scooters, mopeds, and similar vehicles are classified as motorcycles.

MOTORCYCLE SALES [AND] SERVICE. The display, sale and servicing, including repair work, of motorcycles.

MULTIPLE-FAMILY BUILDING. Same as Dwelling, Multiple-Family. MULTIPLE-FAMILY RESIDENCE. Same as Dwelling, Multiple-Family.

MULTI-USE ENTERTAINMENT COMPLEX. Any building or group of buildings and facilities for indoor sports activities, instructional, competitions, tournaments and league activities, expositions, trade and antique shows, concessions for food service, retail sales, youth and senior programs.

MUNICIPAL BUILDING. Any public service building of the municipal government including City Hall, Police and Fire, but excluding storage yards, utility shops and equipment centers.

MUNICIPAL FACILITY OR USE. Any area, land, building, structure and/or facility which is owned, used, leased or operated by the City of Glenn Heights, Texas.

MUNICIPAL SERVICES DIRECTOR. An official of the City of Glenn Heights responsible for the City's engineering department, water delivery, wastewater collection, road maintenance, parks and solid waste collection. In the absence of a Public Works Director, the City Manager or his appointed representative shall have responsibility over the engineering department.

MUNICIPAL UTILITIES. Utility services provided to the citizens of the City of Glenn Heights by the municipality or provided under contract with the municipality as designated by the Glenn Heights Code of Ordinances. Specifically those municipal utilities include but may not be limited to water distribution, wastewater and solid waste collection. See also Utilities, Municipal.

MUSEUM OR ART GALLERY (PRIVATE). An institution for the collection, display, sale and distribution of objects of art or science, which is operated by a private individual or entity and provides admittance to the facility with or without fee.

MUSIC OR ART STUDIO. An establishment where music and/or art is taught, including dance and photography.

MUSICAL INSTRUMENTS, TOYS, NOVELTIES, RUBBER AND METAL STAMPS MANUFACTURING. See Manufacturing Process, General.

NEIGHBORHOOD SERVICE USES, NOT GREATER THAN 5,000 SQ. FT. An establishment whose purpose is to provide neighborhood services but the size of which is less than 5,000 square feet. Such an establishment may be a dry cleaning drop-off/pickup station, photo-mart, prescription drugstore, etc.

NEWSPAPER PRINTING. An establishment other than a personal service shop for the treatment and/or processing of print media products as a service on a for-profit basis.

NONCONFORMING. A building, structure, or use of land lawfully occupied at the time of the effective date of this Ordinance or amendments thereto, but which does not conform to the use regulations of the district in which it is situated and shall be governed by the regulations contained in this Ordinance.

NOVELTY MANUFACTURING. See Manufacturing, General.

NOVELTY SHOP A/K/A GIFT SHOP. A shop that sells miscellaneous articles appropriate as gifts.

NURSING HOME. Licensed by the [state] for the aged or chronically of incurably ill person.

- 5 or more such persons not of the immediate family are provided with food and shelter or care for compensation but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.
- A use providing bed care and inpatient services for persons requiring regular medical attention but excluding a facility providing surgical or emergency medical services and excluding a facility providing care for alcoholism, drug addiction, mental disease, or communicable disease.
- A facility established for profit or nonprofit, which provides nursing care and related medical services on a 24-hour per day basis to two or more individuals because of illness, disease, or physical or mental infirmity.
- Provides care for those persons not in need of hospital care.
 - Convalescent Care
 - Nursing Facility or skilled

OBSOLETE ZONING DISTRICT. Zoning districts that have existed in prior zoning ordinances and have been removed from the current Zoning Ordinance and shall not be applied to any property in the City from and after the date of this Ordinance, consistent with state law.

OCCUPANCY. The use or intended use of the land or buildings by proprietors or tenants. OFFICE CENTER. A building or complex of buildings used primarily for conducting the affairs of a business, profession, service, industry or government, or like activity, that may include ancillary services for office workers such as a restaurant, coffee shop, newspaper or candy stand.

OFFICE SHOWROOM. An establishment with no more than twenty-five percent (25%) of its total floor area devoted to storage and warehousing, but not accessible to the general public. The remaining area may include retail and wholesale sales areas, sales offices and display areas for products sold and distributed from the storage and warehousing areas.

OFFICE WAREHOUSE. An establishment with more than twenty-five percent (25%) of the total floor area devoted to storage and warehousing, but not generally accessible to the public.

OFFICE, PROFESSIONAL AND GENERAL ADMINISTRATIVE. A room or group of rooms used for the provision of executive, management, or administrative services. Typical uses include administrative offices, and services including real estate, accountant, bookkeeping, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, and business offices of public utilities, organizations and associations; but excluding medical facilities.

OFF-STREET PARKING INCIDENTAL TO MAIN USE. Off-street parking spaces provided in accordance with the requirements of this Ordinance, located on the lot or tract occupied by the main use or within one hundred fifty feet (150') of such lot or tract, and located within the same zoning district as the main use or in an adjacent parking district.

OFFICIALLY APPROVED PLACE OF ACCESS. Access, other than a dedicated street, to a property which is approved by the City of Glenn Heights.

OILFIELD EQUIPMENT STORAGE YARD. A facility for the purpose of storing oilfield

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equipment such as pumps, pump jack stands, pipes, tanks, valves and fittings. No exploration or pumping is allowed at this site.

OPEN SPACE. An area that is intended to provide light and air, for environmental, scenic, or recreational purposes, may include but is not limited to lawns, decorative, plantings, bikeways, walkways, outdoor recreation areas, wooded areas, greenways, and watercourses. The term also includes any land, water, or submerged land that is provided for, preserved for, or used for park or recreational purposes, conservation of land or other natural resources, cultural, historic or scenic purposes; assisting in the shaping of the character, direction and timing of community development or wetlands.

OPEN STORAGE, OUTSIDE STORAGE OR OUTDOOR STORAGE. The keeping or storing, outside a building, in an unroofed area of any goods, material, merchandise, or equipment on a lot or tract for more than twenty-four (24) hours. See Storage, Open, Outside.

OPTICAL GOODS MANUFACTURING. See Manufacturing Process, General. OPTICIAN OR OPTOMETRIST. See Business Office, General. OSTEOPATHIC CLINIC OR OFFICE. See Business Office, General.

OUTSIDE DISPLAY. Outside temporary display of finished goods that are specifically intended for retail sale but not displayed outside overnight.

OUTSIDE DISPLAY/STORAGE FOR MOTORCYCLES SALES. The use of any land area for the display and sale of new or used motorcycles, related products and parts for motorcycles.

OUTSIDE DISPLAY/STORAGE FOR NEW BOAT SALES AND SERVICE. The use of any land area for the display and sale of new or used boats, related products, services and parts for boats.

OUTSIDE DISPLAY/STORAGE FOR TRAILERS FOR HAULING, RENTAL AND SALES. The use of any land area for the display and sale of new or used trailers for hauling, both for rent and sales, related projects, services and parts for trailers.

OUTSIDE DISPLAY/STORAGE OF FARM EQUIPMENT AND MACHINERY. The use of any land area for the display and sale of new or used farm equipment, machinery and parts for farm equipment and machinery.

OVERLAY ZONING DISTRICT. A district that is superimposed over one or more zoning districts or parts of districts and that imposes specified requirements in addition to those applicable in the underlying base zoning district.

PAD SITE. A platted lot, ranging from approximately 20,000 sq ft. to 75,000 sq. ft. in an area that is created from a larger platted lot of a larger shopping center or strip mall. A freestanding building, such as a bank or restaurant, associated with the larger retail center located there and is desirable because of visibility and accessibility.

PAINT SHOP. A commercial establishment where painting services are performed. This does not include automotive-related painting services, which would be included under “Automobile Repair, Major.”

PAPER PRODUCTS MANUFACTURING. The manufacture of paper products involves matting the pulp fibers into sheets. Pulp fibers involve the separating of cellulose fibers from other impurities in wood but have been separated out in another process.

PARK AND RIDE. A transportation plan, designed to reduce car use in metropolitan areas, in which motorists drive to out-of-town parking lots from which buses or trains run regularly into the city.

PARK OR PLAYGROUND. Any outdoor facility that is not on the premises of a school and that is

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intended for recreation, is open to the public, and contains three or more separate apparatus intended for the recreation of children such as slides, swing sets and teeterboards. § 1

PARKING GARAGE. Any building, or portion thereof, used for the storage of four (4) or more automobiles in which any servicing provided is incidental to the primary storage use, and where repair facilities are not provided and may or may not be for a fee. See Garage, Parking.

PARKING LOT. An off-street, ground level area, usually surfaced and improved, for the temporary storage of motor vehicles. A parking lot may be designated as off-street parking, truck parking or permitted use. See also, Truck, Parking Lot.

PARKING LOT, COMMERCIAL. An off-street, ground-level area, with an improved surface, for the temporary storage of motor vehicles for a fee.

PARKING SPACE. A permanently surfaced asphalt or concrete area, enclosed or unenclosed, with minimum space of 9' x 18' per vehicle, and a permanently surfaced driveway connecting the parking space with a street or alley, permitting ingress or egress of an automobile.

PARKING, SHARED. Off-street parking spaces or areas required under the zoning district or by use, that are provided cooperatively for two or more uses in a development or for two or more individual uses, subject to the requirements of the applicable granting ordinance.

PATIO HOME. See Zero Lot Line Dwelling.

PAWNSHOP. An establishment where money is loaned on the security of personal property pledged in the keeping of the owner (pawnbroker). Such a use must comply with all applicable state and federal regulations governing said use.

PERIMETER STREET. A street located along the boundary of an existing or proposed subdivision.

PERSONAL FITNESS FACILITIES. See Studios for Health, Reducing, Fitness; Fitness Facility.

PERVIOUS. Surfaces that are porous or otherwise allow water to soak or percolate through or into the ground rather than running off (e.g., parks, soccer fields, and grass).

PET AND ANIMAL GROOMING SHOP. An establishment offering services for the bathing, cutting of hair and nails and general grooming of dogs, cats and similar animals.

PET SHOP. A retail establishment offering small animals, fish or birds for sale as pets and where all such creatures are housed within the building.

PETROLEUM DISTRIBUTION/STORAGE/WHOLESALE FACILITY. A facility for the long-term storage and distribution of petroleum that may also involve wholesale sales, but not retail sales, of petroleum and petroleum-based products. No manufacturing or refining of petroleum or petroleum-based products occurs on the premises, only storage and/or distribution function.

PETROLEUM EXTRACTION. A tract of land used primarily for the extraction of oil and gas, which are processed and sold or used for commercial purposes and shall comply with all applicable state, federal and local ordinances and regulations.

PHILANTHROPIC INSTITUTIONS. An organized initiative to provide humanitarian or charitable assistance through donation of money, goods, time, or effort to support a charitable cause, usually over an extended period of time and in regard to a defined objective.

PLANNING AND ZONING COMMISSION. A commission, appointed by the City Council, authorized to recommend changes in the zoning ordinance, subdivision regulations and other planning functions as delegated by the City Council, and as set forth in City Charter, Ordinance and state law.

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PLANT, COMMERCIAL GENERAL. See, Commercial Plant, General.

PLASTIC PRODUCTS, MANUFACTURING, BUT NO RAW MATERIALS PROCESSING. See Manufacture [Manufacturing] Process, General.

PLAT. A plan or map of a subdivision of land creating building lots or tracts and showing all essential dimensions and other information essential to comply with the preliminary or final plat subdivision standards of this Zoning Ordinance and subject to approval by the Planning and Zoning Commission and City Council and filed in the plat records of Ellis or Dallas County.

PLOT. A single unit or parcel of land or a parcel of land that can be identified and referenced to a recorded plat or map.

PORTABLE BUILDING SALES (OUTSIDE DISPLAY). An establishment which displays and sells structures capable of being carried and transported to another location, but not including “mobile homes.”

PRELIMINARY PLAT. Any plat of any lot, tract or parcel of land that is not to be recorded of record, but is only a proposed division of land for review and study by the city.

PREMISES. Land together with any buildings or structures situated thereon. PRIMARY STRUCTURE. See Main Building.

PRIMARY USE. The principal or predominant use of any lot or building. PRINCIPAL BUILDING. See Main Building.

PRINT SHOP. An establishment, which reproduces, in printed form, individual orders from a business, profession, service, industry or government organization.

PRIVATE BOARDING SCHOOL. A primary school that is privately controlled and supported by endowment and tuition and where pupils are provided living accommodations with meals and lodging.

PRIVATE SCHOOL. A school under the sponsorship of a private agency or corporation which offers a course of instruction for students in one or more grades from kindergarten through grade 12 that is generally equivalent to a public school, but not including business or trade schools, and that has more than one hundred (100) students enrolled and attending courses at a single location.

PRO RATA AGREEMENT. A contract for reimbursement of costs based upon a distribution of use or service.

PRODUCE STAND. A seasonal use for which the primary purpose and design is to sell fruit, nuts, vegetables and similar foods. No cooking or on-premises consumption of produce occurs on the site. See also Temporary Produce Stand.

PROFESSIONAL SERVICE. Work performed which is commonly identified as a profession, and which may be licensed by the State of Texas.

PROFESSIONAL TRAFFIC OPERATIONS ENGINEER (PTOE). An engineer licensed by the State of Texas with certification from the Transportation Professional Certification Board Inc. (TPCB), an autonomous certification body affiliated with the ITE.

PROPANE SALES. Retail sales of gaseous substances commonly used for household purposes such as propane and/or butane; does not include the storage, sale or distribution of other types of combustible substances or alternative fuels such as containerized natural gas, liquid propane, etc.

PROVISIONAL ZONING DISTRICT. Those districts identified in this Ordinance that may only be used in conjunction with other zoning districts in a planned development district. This district does not affect zoning classifications currently in existence.

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PSYCHOLOGIST OR PSYCHIATRIST OFFICE. See Business Office, General. PUBLIC AGENCY BUILDING, SHOP, YARD OR FACILITY. Any building (except a building used primarily for general office purposes) which is owned, leased, primarily used and/or primarily occupied by the State of Texas, the United States, the City of Glenn Heights, or any subdivision or agency of the State of Texas, the United States or the City of Glenn Heights, or by any public or quasi-public utility.

PUBLIC EASEMENT. An area for restricted use located on private property upon which any public utility shall have the right to remove and, depending upon the terms of the easement agreement, keep removed all or part of any building, fence, tree, shrub, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system in any of these easements.

PUBLIC GARAGE, NO ABOVE-GROUND GASOLINE STORAGE. A detached accessory building or portion of the main building for the primary use as parking or temporary storage of automobiles, with or without fee, to members of the general public. See also Garage, Public.

PUBLIC UTILITY SERVICE YARD. An area for the servicing and storage of vehicles or other property of a public utility or governmental agency. See Utility Service Yard.

PUBLIC VIEW. Areas that can be seen from any public street or right-of-way, where the observing person has a legal right to be, and is not legally or permissible screened from view as provided by City Ordinance.

QUARRY, ROCK. An open excavation or pit from which stone is obtained by digging, cutting, or blasting.

RADIO BROADCASTING WITH TOWER. A place of business where [for] the transmission, via radio-frequency electromagnetic waves, of audible program material for direct reception by the general public utilizing a tower to facilitate transmission.

RADIO BROADCASTING WITHOUT TOWER. A place of business where [for] the transmission, via radio-frequency electromagnetic waves, of audible program material for direct reception by the general public. No tower is allowed at this location.

RAILROAD, TRAIN OR BUS PASSENGER STATION. Any premises for the transient housing or parking of motor-driven buses and trains and the loading and unloading of passengers. See Station, Train, RR, Bus.

REAL ESTATE SALES OFFICE. See Business Office, General.

RECREATION CENTER OR RECREATION FACILITY. A place designed, equipped and provides for the conduct of athletic, civic or cultural activities, leisure time activities and other customary and usual recreational activities. Such facility may be private or public and if intended primarily for use by persons who are 17 years of age or younger, may constitute a youth center.

RECREATIONAL VEHICLE (RV). A vehicle used for recreational purposes such as a self-propelled (i.e., motorized), mobile living unit, all-terrain vehicle, boat, or other such unit and as specifically defined in state law. Often an RV is used for temporary human occupancy away from the users' permanent place of residence. Under appropriate circumstances and in appropriate areas an RV may also be utilized as a permanent place of residence within districts that allow them to be used as such.

RECREATIONAL VEHICLE (RV) PARK. An area or commercial campground for users of recreational vehicles, travel trailers and similar vehicles to reside, park, rent or lease on a temporary basis.

§ 1

RECREATIONAL VEHICLE/CAMPER SALES AND LEASING. An establishment that sells, leases, and/or rents new and/or used recreational vehicles, travel trailers, campers, boats/watercraft and similar types of vehicles. § 1

RECYCLING KIOSK. A small uninhabited structure (120 square feet maximum) or temporary container (e.g., “igloo” or dumpster-type container) which provides a self-service location for the depositing of recyclable materials such as aluminum cans (e.g., “can banks”), glass bottles, magazines/newspapers, metal or plastic containers, etc. Recyclables are picked up periodically from the site. This definition does not include large trailers or manned collection centers.

REHABILITATION CARE FACILITY, HALFWAY HOUSE. A dwelling unit which provides residence and care to not more than nine (9) persons, regardless of legal relationship, who have demonstrated a tendency towards alcoholism, drug abuse, mental illness or antisocial or criminal conduct living together with not more than two supervisory personnel as a single housekeeping unit. It shall mean to include a public or private hospital, a detoxification facility, a primary care facility, an intensive care facility, a long-term care facility, an outpatient care facility, a community mental health center, a health maintenance organization, a recovery center, a halfway house, an ambulatory care facility, another facility that is required to be licensed and approved by the Texas Drug and Alcohol Commission, or a facility licensed or operated by the Texas Department of Mental Health and Mental Retardation. The term does not include an educational program for intoxicated drivers or the individual office of a private, licensed health care practitioner who personally renders private individual or group services within the scope of the practitioner’s license and in the practitioner’s office.

REQUIRED PARKING. The number of parking spaces required for a particular use in a zoning district as specified in the Zoning Ordinance, Article XVI.

REQUIRED PARKING, OFF-STREET. The number of parking spaces required for a particular use in a zoning district as specified in Article XVI, on an improved or approved surface and/or in an enclosed structure.

RESIDENCE. Same as “dwelling.” When this term is used in relation to a zoning district, it refers to an area of residential regulations.

RESIDENTIAL DISTRICT. District where the primary purpose is residential use. RESIDENTIAL STREET. A street which is intended primarily to serve traffic within a neighborhood or limited residential district and which is used primarily for access to abutting properties.

RESORT. A city or other destination (e.g., hotel) known for its leisure attractions, broad range of amenities, and sports facilities, designed to provide a total vacation experience.

RESTAURANT. A restaurant or cafeteria that prepares food for general on-site consumption. No provision is made to serve food or beverage to patrons inside vehicles. Also known as Dine In.

RESTAURANT OR CAFETERIA, WITH DRIVE-THRU SERVICE. An eating establishment where customers are primarily served at tables or self-served and food is consumed on the premises, which may include a drive-thru window. Such an establishment derives its gross revenue from the sale of food and not alcohol.

RESTAURANT OR CAFETERIA, WITH NO DRIVE-THRU SERVICE. An eating establishment where customers are primarily served at tables or are self-served, where food is consumed on the premises, and which do not have a drive-thru window. See also Restaurant.

RESTAURANT OR EATING ESTABLISHMENT, WITH DRIVE-IN SERVICE. An eating establishment where primarily food and/or drink is served to customers in motor vehicles or where facilities are provided on the premises which encourage the serving and consumption of food in automobiles on or near the restaurant premises. If more than seventy-five percent (75%) of the daily gross sales are attributed to the sale of alcohol, the establishment shall be defined as “bar.”

RESTAURANTS INCIDENTAL TO MAIN USE. A place of business whose primary purpose is not that of a restaurant but has a restaurant included within the main building as an added service to the customer, including but not limited to a hospital, bookstore, big box classification.

RETAIL SERVICE, INCIDENTAL OR ACCESSORY. The rendering of retail or services incidental to, but which complements or supplements the primary use. In the Office District, such uses include a barber or beauty shop, smoke shop, candy counter, restaurant, pharmacy or other incidental activity secondary to the primary office occupancy, or a sundries shop that serves tenants or patrons of a hospital. Such uses shall have no separate outside entrance and no outside signage and shall occupy less than fifteen percent (15%) of the main use. Incidental uses may include the sale of point-of-purchase consumables.

RETAIL STORES AND SHOPS. An establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. Such goods in this category are limited to durable (furniture, appliances) or semi-durable consumer goods (shoes, clothing, household linens) and shall not include consumable goods (food, beverages and gasoline).

RETAIL STORES, GENERAL. This term includes retail stores which sell several lines of merchandise including, but not limited to, dry goods, apparel and accessories, furniture and home furnishings, small wares, small appliances, hardware and food. The stores included in this group are commonly known as department stores, variety stores, general merchandise stores, general stores, grocery stores, etc. See also, General Retail.

RIGHT-OF-WAY. This term generally refers to land areas provided by dedication for public use for streets, utilities, sidewalks, and other uses to serve adjoining properties. Whether the right-of-way is public or private is determined by the accessibility of the land area. See also Easement, Transportation.

RIGHT-OF-WAY WIDTH. The width of the right-of-way depends on the City’s requirements for each street classification. This width is measured at the shortest distance between the lines which delineate the rights-of-way of a street.

ROOM. A building or portion of a building which is arranged, occupied, or intended to be occupied as living or sleeping quarters but not including toilet or cooking facilities.

ROOMING HOUSE. See Boarding House.

RUNOFF. Rainwater that does not soak into the ground, or percolate, but flows over the land surface into a body of water or into a storm drain which leads to a body of water.

SALVAGE YARD OR JUNKYARD. Any premises where junk, articles or materials including junked, wrecked or inoperable vehicles, that are ready for destruction or that have been collected or stored for the purpose of obtaining parts for recycling or resale.

SALVAGE, RECLAMATION OF PRODUCTS OR WRECKING YARD. The reclamation and

storage of used products or materials.

SAND, GRAVEL, STONE EXTRACTION. The process of extracting sand, gravel or stone from the earth.

SANITARY LANDFILL. A method of solid waste disposal in which refuse is buried between layers of dirt so as to fill in or reclaim low-lying ground.

SATELLITE DISHES. A dish antenna used to receive and transmit signals relayed by satellite.

SCHOOL, BUSINESS. A for-profit business that offers instruction and training in a profession, service or art such as a secretarial or court reporting school, barber/beauty college or commercial art school, but not including commercial trade schools.

SCHOOL, COMMERCIAL TRADE. See Trade and Commercial Schools. SCHOOL, PRIVATE, PRIMARY OR SECONDARY. See Private School.

SCHOOL, PUBLIC OR PAROCHIAL. A school under the sponsorship of a public or religious agency providing elementary or secondary curriculum, but not including private trade or commercial schools.

SCIENTIFIC AND INDUSTRIAL RESEARCH LABORATORIES. Facilities for research, including laboratories, experimental equipment, and operations involving compounding or testing of materials or equipment.

SCREENED, SCREENING. Shielded, concealed and effectively hidden from the view of a person standing at ground level on an abutting site, or outside the area or feature so screened, by a fence, wall, hedge, berm or similar architectural or landscape feature as may be required by the City of Glenn Heights.

SEASONAL USES. Seasonal uses include the sales of items such as Christmas trees, pumpkins, snow cones, fresh produce and other items that are typically only available at certain times of the year.

SECONDARY FRONTAGE. The part of a corner or end tenant property that is platted to extend and be adjacent to an arterial or collector street and does not have a legal address.

SETBACK. The distance from the right-of-way (public or private) to a building whereby one may erect a structure or sign and establishes the minimum required yard and governs the placement of uses and structures on the lot. This required setback varies depending upon the district in which it is located and the height of the object to be erected.

SETBACK LINE. The distance from which a building or structure is separated from a designated reference point, such as the property line, as dictated by the specific zoning district regulations and requirements.

SEXUALLY ORIENTED BUSINESSES OR USE. Establishments and businesses showing X-rated movies or live acts, displaying and selling pornographic material, and other uses dealing primarily with indecent or obscene materials, acts or paraphernalia, as further defined and identified in the City's Sexually Oriented Business Ordinance, as it exists and may be amended.

SHEET FLOW. Water flowing over land.

SHOE MANUFACTURING. See Manufacturing Process, General.

SHOPPING CENTER. A group of primarily retail, restaurant and service commercial establishments planned, constructed and managed as a total entity with customer and employee parking provided on-site, provision for goods delivery separated from customer access, provision of aesthetically

appropriate design and protection from the elements.

SINGLE-FAMILY DWELLING, DETACHED. A dwelling designed and constructed as a freestanding structure for occupancy by one family, and located on a lot or separate building tract having no physical connection to a building located on any other lot or tract.

SITE PLAN. A document in graphic form that describes how a parcel of land is to be improved. It includes the property boundaries with outlines of all structures and site improvements, such as driveways, parking lots, landscaping, and utility connections. Other features may be required by the City.

SKATING RINK, ROLLER OR ICE. A business located within a building that contains a surface for ice skating or roller skating and may be part of an indoor or outdoor commercial amusement.

SMALL ENGINE REPAIR SHOP. Shop for repair of lawnmower[s], chain saws, lawn equipment, and other machines with one-cylinder engines. See Engine Motor Repair.

SPORTING GOODS MANUFACTURING. See Manufacturing Process, General. SPORTING GOODS, RETAIL. A retail establishment whose primary commodity for sale is equipment needed to participate in a particular sport (e.g., hunting, fishing).

STABLE, COMMERCIAL. A stable used for the rental of stall space or for the sale or rental of horses or mules.

STABLE, PRIVATE. An area used solely for the owner's private purposes for the sale or keeping of horses, mules or ponies, and not kept for remuneration, hire or sale.

STADIUM OR PLAYFIELD (PRIVATE). A facility, either enclosed or open, used for athletic games or other large public gatherings that is privately owned.

STORAGE OR WHOLESALE WAREHOUSE. A building used primarily for the storage of goods and materials. Building are larger then 50,000 square foot.

STORAGE YARD, (OUTSIDE STORAGE). Area of the yard that can be enclosed by fence or stay open for the purpose of storing items. This is different that display item for the purpose of sale.

STORY. That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it, or, if there be no floor above it, then the space between the floor and the ceiling next above it. The average height for a story shall be defined as twelve feet (12').

STORY, HALF. A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three feet (3') above the top floor level, and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half story containing independent apartment or living quarters shall be counted as a full story.

STREET. A way for vehicular traffic whether designated a street, highway, thoroughfare, parkway, thoroughway, road, avenue, boulevard, land, place, or however otherwise designated.

STREET GUTTER FLOW LINE. The street gutter flow line of the curb adjacent to and bordering upon each such restricted area; in the event there is no such curb, the height restriction set forth in the Zoning Ordinance shall be based upon the actual level of the paved or used portion of the public street adjacent to and bordering upon each such restricted area.

STREETSCAPE. Amenities such as benches, refuse containers, lights and pedestrian ways lined with trees and shrubs.

STREET WIDTH. Road or street pavement is measured from the edge of pavement to edge of pavement or curb back to curb back. The width of the road depends on the City's requirements for each street classification.

STREET, INTERSECTION. Any street which joins another street at an angle, whether or not it crosses the other.

STRUCTURAL ALTERATIONS. Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams, or girders, or any substantial change in the roof or in the exterior walls.

STRUCTURE. Anything constructed or erected, the use of which requires location on the ground or which is attached to something having a location on the ground (also see definition of Building).

STUDIOS FOR HEALTH, REDUCING, FITNESS. Includes, but is not limited to, an establishment which provides facilities and equipment (e.g., gymnasiums, weight rooms, swimming pools/spas, exercise apparatus, instruction/classes, etc.) which are intended to promote health, fitness, weight reduction and/or similar health-related activities. Such facilities may include such accessory uses as food service, sales of sundries and apparel and child care services, provided that such accessory uses are clearly incidental to the primary use and are for the use of studio patrons only (i.e., not the general public). No outside signage may be used to advertise accessory uses, unless otherwise provided by the Sign or Granting Ordinance. See Fitness Facility.

STUDIOS FOR PHOTOGRAPHER, MUSICIAN AND ARTIST. A building or portion of a building used as a place of work by a photographer, musician or artist. See Music Art Studio.

STUDIOS FOR RADIO AND TELEVISION. A building or portion of a building used as a place for radio or television broadcasting.

SUBDIVISION. The word “subdivision” or “addition” shall be any lot, tract, or parcel of land divided into two (2) or more lots or sites for the purpose, whether immediate or future, of sale or of building development. It also includes resubdivision or replatting of land, lots, or tracts. Division of land for agricultural purposes, in parcels of five (5) acres or more shall not be included within this definition, unless any such division of five (5) acres or more includes the planning or development of a new street or access easement to be dedicated to public use.

SURVEYOR. A licensed State Land Surveyor or a Registered Public Surveyor as authorized by the State Statutes to practice the profession of surveying.

SWIMMING INSTRUCTION AS A HOME OCCUPATION. The teaching of swimming in a private swimming pool. Within a residential district, this use is subject to the approval and issuance of a Specific Use Permit that may specify operating conditions and standards and which may limit the number of students and operating times consistent with provisions for home occupation.

SWIMMING POOL, COMMERCIAL. A swimming pool with accessory facilities which is not part of the municipal or public recreational system and which is not a private swim club, but where the facilities are available for use by the general public for a fee.

SWIMMING POOL, PRIVATE. A swimming pool constructed for the exclusive use of the residents of a one-family, two-family or multiple-family dwelling and located, fenced and built in accordance with this and other applicable City ordinances. A private swimming pool shall not be operated as a business nor maintained in a manner to be hazardous or obnoxious to adjacent property owners.

TELEMARKETING CENTER. An establishment that solicits business or the purchase of goods and/or services by telephone only. No sale of goods or services to the public occurs at or on the premises. No products are stored at or on the premises.

TELEPHONE LINE AND EXCHANGE, SWITCHING, RELAY OR TRANSMITTING STATION. A line for the transmission of telephone signals and a central office in which telephone lines are connected to permit communication but not including a business office, storage or repair

yards.

TEMPORARY. Lasting for only a limited period of time; not permanent.

TEMPORARY BUILDING. Any nonresidential prefabricated structure that is not originally manufactured or constructed at its use site, required [requiring] on-site installation of utilities and/or foundation.

TEMPORARY FIELD OFFICE, CONSTRUCTION YARD OR OFFICE. A structure or shelter used in connection with a development or building project for housing on the site of temporary administrative and supervisory functions and for sheltering employees and equipment. Temporary permits are issued for a specific time and locations as determined by the Building Official and shall be subject to review and renewal for reasonable cause.

TEMPORARY PRODUCE STAND. A temporary, normally seasonal, location providing fresh products such as fruit, nuts, vegetables and similar foods. No cooking or on-premises consumption of produce occurs on the site. See Produce Stand.

TENNIS COURT, PRIVATE. A surface designed and constructed for playing the game of tennis along with all fencing, nets and related appurtenances but excluding lighting for nighttime play in residential areas.

TEXAS SMARTSCAPE. Planting native plants and those adapted to the climate in order to control the micro-climate, reduce soil erosion and alleviate the need for excessive water and fertilization.

THEATER (DRIVE-IN). An open lot with its appurtenant facilities devoted primarily to the showing of motion pictures or theatrical productions on a paid admission basis to patrons seated in automobiles.

THEATER (INDOOR). A building or part of a building devoted to the showing of motion pictures, or for dramatic, musical or live performance.

THROUGH LOTS. A lot, other than a corner lot, having frontage on two (2) parallel or approximately parallel streets.

THROUGHWAY/THOROUGHFARE. The network of roadways and connecting intersections through the City, as well as bordering cities' roadways and state highway frontage and arterials.

TIRE DEALER, NO OPEN STORAGE (INSIDE). A retail establishment engaged in the sale and/or installation of tires for vehicles, but without open storage.

TIRE DEALER, WITH OPEN STORAGE (OUTSIDE). A retail establishment engaged in the sale and/or installation of tires for vehicles, with open storage.

TIRE RETREADING AND CAPPING. The process by which tires are treated with a new tread.

TOOL AND MACHINERY RENTAL SHOP. A building or a portion of a building used for the display and rental of tools, machinery and instruments.

TOOL RENTAL SHOP. A building or a portion of a building used for the display and rental of tools and instruments.

TOURIST HOME (BED AND BREAKFAST INN). A dwelling occupied as a permanent residence by an owner or renter in which sleeping accommodations in not more than four (4) rooms are provided or offered for transient guests for compensation.

TRACT. A single individual parcel or lot.

TRADE AND COMMERCIAL SCHOOLS. For-profit business establishments, offering training or instruction in a trade, art or occupation such as welding, brick laying, machinery operation/repair and

similar trades but not including public or parochial schools, private primary or secondary schools, or colleges.

TRAFFIC IMPACT ANALYSIS (TIA). A study performed by professional engineers with expertise in traffic engineering principles and practice, and certified as a Professional Traffic Operations Engineer, which reviews development of a specific property and analyzes how it integrates into existing and proposed thoroughfare network and any existing and ongoing traffic study. The report shall utilize existing data and conclusions from previous studies and identify improvements necessary to mitigate the impact of traffic generated by the development. Traffic Impact Analysis shall include the following elements:

- A. General Site Description. A detailed description of the roadway network within one (1) mile of the site, a description of the proposed land uses, the anticipated states of construction, and the anticipated completion date of the proposed land development shall be provided. This description, may be in the form of a map, shall include the following items: (1) all major intersections; (2) all proposed and existing ingress and egress locations; (3) all existing roadway widths and rights-of-way; (4) all existing traffic signals and traffic-control devices; and (5) all existing and proposed public transportation services and facilities within a one (1) mile radius of the site.
- B. Proposed Capital Improvements. The traffic impact analysis shall identify any changes to the roadway network within one (1) mile of the site that are proposed by any government agency or other developer. This description shall include the above items as well as any proposed construction project that would alter the width and/or alignment of roadways affected by the proposed development.
- C. Roadway Impact Analysis.
 - (a) Transportation Impacts:
 - (1) Trip Generation. The average weekday trip generation rates (trip ends), the average weekend trip generation rates, the highest average a.m. and p.m. hourly weekday trip generation rates, and the highest hourly weekend generation rates, for the proposed use shall be determined based upon the trip generation rates contained in the most recent edition of the Institute of Transportation Engineers, Trip Generation Manual; or shall be based upon data generated by actual field surveys of area uses compatible to the proposed use and approved by the City Manager (or designee) and/or the City Engineer.
 - (2) Trip Distribution. The distribution of trips to arterial and collector roadways within the study area identified in the General Site Description above shall be in conformity with accepted traffic engineering principles, taking into consideration the land use categories of the proposed development; the area from which the proposed development will attract traffic; competing developments (if applicable); the size of the proposed development; development phasing; surrounding existing and anticipated land uses, population and employment; existing and projected daily traffic volumes; and existing traffic conditions.
 - (b) Adequacy Determination. The roadway network included within the traffic impact analysis shall be considered adequate to serve the proposed development if existing roadways identified as arterials and collectors can accommodate the existing service volume, and the service volume of the proposed development, and the service volume of approved but unbuilt developments holding valid, unexpired building permits at a level of service "C" or above.

4. Intersection Analysis.

- (a) Level of Service Analysis. For intersections within the roadway traffic impact analysis area described in the General Site Description, a level of service analysis shall be performed for all arterial/arterial, arterial/collector, and collector/collector intersections, and for any other pertinent intersections identified by City staff. Also, level of service analyses will be required on all proposed site driveway locations for all nonresidential developments. The level of service analysis shall be based upon the highest hourly average a.m. or p.m. peak weekday volume or highest average hourly peak weekend volume as determined from a two-day survey of weekday volumes and, where necessary, a one-day survey of weekend volumes. The level of service analysis shall take into consideration the lane geometry, traffic volume, percentage of right-hand turns, percentage of left-hand turns, percentage (and typical size) of trucks, intersection width, number of lanes, signal timing and progression, roadway grades, pedestrian and bicycle flows, school routes, number of accidents, and peak hour factor.
- (b) Adequacy Analysis. The intersections included within the traffic impact analysis shall be considered adequate to serve the proposed development if existing intersections can accommodate the existing service volume, the service volume of the proposed development, and the service volume of approved but unbuilt developments holding valid, unexpired building permits at level of service “C” or above.

TRAILER PARK OR COURT. See Mobile Home Park.

TRAILER RENTAL AND SALES. The display and offering for rent or sale of trailers designed to be towed by automobiles and light load vehicles.

TRAILER, TRAVEL OR CAMPING. A portable or mobile living unit which is used for temporary human occupancy away from the users’ permanent place of residence, which does not constitute the users’ principal place of residence, and which is designed to be towed behind another vehicle.

TRANSFER STORAGE AND BAGGAGE TERMINAL. A facility for the storage of baggage and other items in transit.

TRANSIT STATION OR TURNAROUND. Passenger terminal or loading facilities for a privately or publicly owned transit system.

TRANSPORTATION AND UTILITY STRUCTURES. Permanent facilities and structures operated by companies engaged in providing transportation and utility services including but not limited to railroad track rights-of-way, sewage pumping stations, telephone exchanges, transit station turnarounds, water reservoirs and water pumping stations.

TRUCK. A light or heavy load vehicle (see definition for light and heavy load vehicle). TRUCK AND BUS LEASING OR RENTAL. The rental of new or used panel trucks, vans, trailers, recreational vehicles or motor-driven buses in operable condition and where no repair work is done.

TRUCK AND BUS REPAIR. An establishment providing major and minor automobile repair services to heavy load vehicles.

TRUCK PARKING LOT. Area designated for parking heavy load vehicles.

TRUCK SALES (HEAVY TRUCKS). The display, sale or rental of new or used heavy load vehicles in operable condition.

TRUCK TERMINAL/FREIGHT TERMINAL. An area and building where cargo is stored and where trucks and freight, including tractors and trailer units, load and unload cargo on a regular basis.

This term may include facilities for the temporary storage of loads prior to shipment.

USE. The purpose for which land or buildings are, or may be, occupied in a zoning district. UTILITY DISTRIBUTION, TRANSMISSION LINES. Facilities which serve to distribute and transmit electrical power, gas and water, including but not limited to electrical transmission lines, gas transmission lines and metering stations.

UTILITY INSTALLATION, OTHER THAN LISTED. The installation and/or construction for any utility other than those specifically listed in these definitions or the City's Zoning Ordinance or Subdivision Regulations. Such utilities shall get approval from the City prior to their installation.

UTILITY, PRIVATE, OTHER THAN LISTED. A non-public utility requiring special facilities in residential areas or on public property such as heating, cooling, or communications not customarily provided by the municipality or public utilities.

VAPOR SHOPS. A business establishment for which more than 50% of the gross floor area is dedicated to storage, mixing display and/or retail of electronic cigarette devices, nicotine-enriched solutions and/or liquid products that are manufactured for use with e-cigarettes.

VARIANCE. An adjustment in the application of the specific regulations of the Zoning Standards to a particular parcel of property which, because of special conditions or circumstances of hardship peculiar to the particular parcel, is necessary to prevent the property from being deprived of rights and privileges enjoyed by other parcels in the same vicinity and zoning district. Only the Board of Adjustment of the City of Glenn Heights can grant a variance and the granting of a variance shall be consistent with state law and judicial interpretation.

VEHICLE SERVICE, FOR HIRE. Any motor or other vehicle operated within the City for the purpose of carrying passengers for hire from within the City, except motor buses operating on fixed routes as specified in this chapter, specially chartered buses and driverless vehicles (rental cars). The term "vehicles for hire" includes limousine, as defined. The term specifically excludes demand services by public entities relative to providing transportation for senior citizens and disabled persons.

VETERINARIAN CLINIC. An establishment, not including outside pens, where animals and pets are admitted for examination and medical treatment.

WAREHOUSE.

- A. Self-Storage, Mini-Warehouse: A facility used for storage of goods and/or materials with separate access to individual storage units by persons renting the individual units. Such use shall exclude outdoor parking and/or storage of recreational vehicles, trailers or boats.
- B. Warehouse, Air Conditioned: A facility used for storage of goods and/or materials with separate access to individual storage units by persons renting the individual units. Such use shall exclude outdoor parking and/or storage of recreational vehicles, trailers or boats. These are generally multi-story building with air conditioned units.
- C. Storage or Wholesale Warehouse, Light: A building used primarily for the storage of goods and materials, containing less than 5,000 square feet of floor space.
- D. Storage or Wholesale Warehouse, Heavy: A building used primarily for the storage of goods and materials, containing more than 5,000 square feet of floor space.

WAREHOUSE, FREIGHT FORWARDING. A building used for the storing of freight between transporting to its final destination.

WASTEWATER TREATMENT PLANT. A plant where, through physical-chemical and biological processes, organic matter, bacteria, viruses and solids are removed from residential, commercial and industrial wastewaters before they are discharged in rivers, lakes and seas, as defined and regulated

by state and federal agencies.

WHOLESALE DISTRIBUTION CENTER. An establishment for the storage and ultimate distribution of wholesale merchandise, without transformation and the rendering of services incidental to the sale/resale of merchandise, including goods for resale to other wholesalers or retailers, capital or durable non-consumer goods or raw and intermediate materials and supplies used in production. Wholesalers sell merchandise to other businesses, operating from a warehouse or office. These warehouses and offices often have little or no display of available merchandise. Most often, the wholesaler's location is intended to easily accommodate walk-in traffic. Wholesalers normally do not advertising attracting the general public. Wholesaler's customer base is generally reached initially by telephone, in-person marketing at, for instance, trade shows, or by specialized advertising such as internet search or fax. Follow-up orders are either vendor-initiated or client-initiated, generally based on previous sales from the established client base.

WIND SYSTEM, SMALL. A device that produces electricity from wind.

YARD. An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except where otherwise specifically provided in this Zoning Ordinance that the building or structure may be located in a portion of a yard required for a main building. In measuring a yard for the purpose of determining the width of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the lot line and the main building shall be used.

YARD, FRONT. A yard located in front of the front elevation of a building and extending across a lot between the side yard lines and being the minimum horizontal distance between the front property line and the outside wall of the main building.

YARD, REAR. A yard extending across the rear of a lot measured between the lot lines and being the minimum horizontal distance between the rear lot line and the rear of the outside wall of the main building. On both corner lots and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard.

YARD, SIDE. A yard between the building and side line of the lot and extending from the front lot line to the rear lot line and being the minimum horizontal distance between a side lot line and the outside wall of the side of the main building.

ZERO LOT LINE DWELLING (PATIO HOME). A lot authorized by a Special Use Permit which is designed in such a manner that the side yard and adjacent use easement make maximum use of available land area to preserve an open, yet private, use of the side yard, and permits construction of a detached single-family dwelling with one side of such dwelling placed on the side property line.

ZONING BOARD OF ADJUSTMENT. A statutorily created board which is appointed by the City Council, and which is authorized to make special exceptions or grant variances to the Zoning Ordinance, to hear and decide any appeals that allege error in an order, requirement, decision or determination made by an administrative official in the enforcement of the Zoning Ordinance, and any other powers or duties granted by the City Council. Also referred to as the "ZBA."

ZONING DISTRICT. Classifications applying to all section or sections of the City for which the regulations governing the use of land and the use, density, bulk, height and coverage of buildings and other structures are uniform for each class or kind of building therein.

ZONING DISTRICT MAP, ZONING MAP. The official map upon which the boundaries of the various Zoning Districts are drawn and which is an integral part of the Zoning Ordinance and which shall comply with the Comprehensive Plan.



Public Hearing to receive testimony regarding the Proposed Fiscal Year 2024-2025 Budget.

[illegible]

FY 2024-25 Budget Public Hearing



CLIFFORD BLACKWELL
CITY MANAGER
SEPTEMBER 3, 2024

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Budget Overview



TWO PROPOSED BUDGETS

OPERATING BUDGET (ALL FUNDS):

- REVENUES \$26,210,325
- EXPENDITURES \$26,094,705
- \$ 495,620 Surplus

CAPITAL IMPROVEMENT (ALL FUNDS):

- REVENUES \$ 6,949,783
- EXPENDITURES \$12,802,286
- (\$ 5,852,503) Use of Fund Balance

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**PUBLISHED
TAX RATES**
Per Sec. 26.04
Tax Code



No-New Revenue \$0.547525 per \$100 AV

Voter Approval Rate \$0.565015 per \$100 AV

De Minimis Rate \$0.576198 per \$100 AV

Proposed Tax Rate \$0.565015 per \$100 AV

8/30/2024

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Water and Sewer Summary



	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2023-24 Budget	2024-25 Operating Budget
Total Revenues	7,817,918	10,617,800	9,134,050	8,036,194	7,980,215	9,620,760	10,282,200
Total Expenditures	6,420,460	6,325,580	7,952,330	8,839,736	6,275,554	9,496,299	9,971,607
Pre Net Position	1,397,458	4,292,220	1,181,720	(803,542)	1,704,661	124,461	310,593
Beg Balance	(284,729)	(2,395,554)	987,522	2,822,784	664,581		2,369,242
Ending Balance	1,112,729	1,896,666	2,169,242	2,019,242	2,369,242	124,461	2,679,835
Days in Reserve	68	115	94	83	138		98

8/30/2024

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Drainage Fund Summary



	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2023-24 Budget	2024-25 Operating Budget
Total Revenues	394,330	512,630	460,577	413,376	329,347	471,420	471,420
Total Expenditures	326,341	292,351	150,190	213,658	499,835	688,371	429,414
Net Position (depreciation)	67,989	220,279	310,387	199,718	(170,488)	(216,951)	42,006
Finish Top of Hills drainage:							(250,000)
Beg Balance	281,033	395,922	610,702	767,425	1,040,917		
Ending Balance	349,022	616,201	921,089	967,143	870,429		315,779

8/30/2024

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General Fund Summary



	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2023-24 Budget	2024-25 Operating Budget
REVENUES	11,461,538	11,044,532	11,682,928	13,116,097	12,048,398	12,955,682	13,951,535
EXPENSES	8,380,168	8,066,358	14,114,911	10,812,724	9,570,422	12,691,557	13,650,091
					compensation adjustment		390,226
					Fund one-time items from fund balance		(250,400)
Net Position	3,081,370	2,978,174	(2,431,983)	2,303,373	2,477,976	264,125	161,618
BEG BAL:	3,179,353	6,260,723	9,238,897	6,806,914	9,110,287		*9,691,822
					one-time items		250,400
END. BAL:	6,260,723	9,238,897	6,806,914	9,110,287	11,588,263		9,603,040
Days in Res	311	438	307	315	447		267

8/30/2024

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Compensation Study – Fiscal Impact



Included in FY 2024-25 Budget

Step Plan	200,513	2.85%
COLA	144,636	2.0%
	<u>\$345,149</u>	

In order to Reach **New Step 1** at 90% movement:

\$390,226

FIRE Salary increase:	121,358	PD Salary increase:	167,581	Civilian Salary increase:	7,642
Benefits impact:	7,440	Benefits impact:	10,273	Benefits impact:	469
Overtime impact:	44,137	Overtime impact:	31,326	Overtime impact:	-
Total fiscal impact	172,935	Total fiscal impact	209,180	Total fiscal impact	8,111

8/30/2024

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List of One-time items taken from Fund Bal.



File Server one-time cost	15,000
GIS implementation one-time	50,000
Gym-Divider and Goal Wrench	32,000
Radios Public Wks one-time	88,100
Other one-time items taken from baseline budget:	65,300

\$ 250,400

8/30/2024

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Supplemental Requests to Consider



LIST OF SUPPLEMENTALS RECOMMENDED BY COUNCIL

REVENUES	\$ 13,951,535	Additional Court Clerk position:	59,595
		Public Works Director (only add the diff from Superintendent)	33,423
EXPENSES	\$ 13,650,091	Add Records Position	58,951
EXPENSES	\$ (250,400)	Add Fire Marshall (prorated for less than a year)	54,000
EXPENSES	\$ 390,226	Reclassify the Records, Property Coordinator:	5,968
EXPENSES	\$ 13,789,917	Planning Consultant:	55,000
		Fund Police Officer position previously removed from budget:	82,181
Revenues Less Expenses	\$ 161,618	Construction Inspector Reclass to Project Manager:	52,968
		Engineering Tech/Project Manager:	76,267
		ADA Officer reclassification	14,010
If 100% of List was funded (\$330,745) Deficit			492,363

2/30/2024

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CAPITAL IMPROVEMENT PROGRAM



RECOMMENDED FUNDING FOR FY 2023-24 CIP

Capital Improvement Program



PROJECT	DESCRIPTION	PROPOSED COMPLETION	ANTICIPATED PROJECT	FUNDS EXPENDED LTD	PROJECT BALANCE AFTER FY24	FUNDING SOURCE	FY 2024-25 PROPOSED
All Ability Park	All Abilities Park constructed behind City Hall	Mid October 2024	\$1,807,292.00	\$750,000.00	\$1,057,292.00	50% Capital Project	507,000.00
						50% Park Fee Fund	550,000.00
E Bear Creek RD Expansion	Full expansion LPA Project	Fall 2030	\$9,000,000.00	\$100,000.00	\$8,900,000.00	2016 G.O. Bond Fund 3 Million	3,000,000.00
						DART 1.3 Million	1,348,000.00
Top of The Hill Pavement	Pavement Rehabilitation	November or December 2024	\$1,397,486.00	\$0.00	\$1,397,486.00	Grant Fund (CDBG Dallas Co)	1,397,486.00
						ARPA Fund	-
Top of The Hill Drainage	Drainage and easement	Spring 2025	\$250,000.00	\$0.00	\$250,000.00	Drainage Fund	250,000.00

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Capital Improvement Program



PROJECT	DESCRIPTION	PROPOSED COMPLETION	ANTICIPATED PROJECT EXPENDITURE	FUNDS EXPENDED LTD	PROJECT BALANCE AFTER FY24	FUNDING SOURCE	FY 2024-25 PROPOSED
Intersection of W Bear Creek and S Westmoreland	Intersection improvement & traffic signalization	Phase 1 Summer 2026	\$2,000,000.00	\$0.00	\$2,000,000.00	\$600,000 escrow	
			(\$600,000 contribution)			Street Impact Fund	250,000.00
Intersection of Ovilla Rd and Santa Rosa	Traffic Signalization	Summer 2026	\$650,000.00	\$0.00	\$650,000.00	\$150,000 escrow	
			(\$150,000 contribution)			Street Impact Fund	650,000.00
Water Model & Impact Fee Study	Adopt a new impact fee for water/wwater/street projects. And create a new water model	Feb-25	\$300,000.00	\$250,000.00	\$50,000.00	Water Impact Fee Fund	50,000.00
Cinnamon Springs Water Line	Replace and upsize existing water line	Fall 2025	\$2,000,000.00	\$0.00	\$2,000,000.00	Ellis Cty ARPA program	2,000,000.00
Cinnamon Springs Sewer Line	Replace and upsize wastewater line	TBD	\$2,748,337.00	\$0.00	\$2,748,337.00	Congressional Appropriation 75/25 match	829,350.00
						Water Impact Fee Fund	276,450.00

8/30/2024

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Capital Improvement Program



PROJECT	DESCRIPTION	PROPOSED COMPLETION	ANTICIPATED PROJECT EXPENDITURE	FUNDS EXPENDED LTD	PROJECT BALANCE AFTER FY24	FUNDING SOURCE	FY 2024-25 PROPOSED
Outdoor Warning System Upgrade	Replace Outdoor Sirens, and ancillary equipment	Apr-25	\$510,000.00	\$0.00	\$510,000.00	Congressional Appropriation 75/25 match	380,000.00
						Capital Projects	130,000.00
City-wide Infiltration & Inflow Study	Study to determine vulnerabilities in sewer system	TBD	\$534,000.00	\$0.00	\$534,000.00	Congressional Appropriation 75/25 match	400,000.00
						Water Fund Reserves	134,000.00
Ground storage tank painting	Sandblast and Repaint storage tank	Fall 2025	\$105,000.00	\$0.00	\$105,000.00	Water Projects Fund	105,000.00
Lin Dell Estates Water Line	Replace & Upsize water lines	Summer 2025	\$550,000.00	\$0.00	\$550,000.00	Water Impact Fee Fund	550,000.00
Victoria Dr. Drainage improvement	Shift earth work and create multiple channels to relieve flooding issues	Summer 2024	\$174,013.00	\$212,813.00			

8/30/2024

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Capital Projects Fund



	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2023-24 Budget	2024-25 CIP Budget
REVENUES	751,017	-	5,501,074	78,893	119,879	20,000	374,947
EXPENSES	74,205	683,508	2,602,491	429,278	2,790,353	1,200,000	637,000
Revenues Less Expenses	676,812	(683,508)	2,898,583	(350,385)	(2,670,474)	(1,180,000)	(262,053)
Beginning Balance:	5,551,109	6,227,921	5,544,413	8,442,996	8,092,611		5,422,137
Ending Balance:	6,227,921	5,544,413	8,442,996	8,092,611	5,422,137	(1,180,000)	5,160,084

FLC Parking -\$50,000
 ADA Compliance -\$43,200
 ADA Electrical -\$50,000
 Old City Hall?
 Old PD Building?

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Questions?



8/30/2024

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Discuss and first reading of Ordinance O-18-24, an Ordinance of the City Council of the City of Glenn Heights, Texas, adopting the Budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025. (Clifford Blackwell, City Manager)

[illegible]

FY 2024-25 Budget Public Hearing



CLIFFORD BLACKWELL
CITY MANAGER
SEPTEMBER 3, 2024

1

Budget Overview



TWO PROPOSED BUDGETS

OPERATING BUDGET (ALL FUNDS):

- REVENUES \$26,210,325
- EXPENDITURES \$26,094,705
- \$ 495,620 Surplus

CAPITAL IMPROVEMENT (ALL FUNDS):

- REVENUES \$ 6,949,783
- EXPENDITURES \$12,802,286
- (\$ 5,852,503) Use of Fund Balance

6

**PUBLISHED
TAX RATES**
Per Sec. 26.04
Tax Code



No-New Revenue \$0.547525 per \$100 AV

Voter Approval Rate \$0.565015 per \$100 AV

De Minimis Rate \$0.576198 per \$100 AV

Proposed Tax Rate \$0.565015 per \$100 AV

8/30/2024

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Water and Sewer Summary



	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2023-24 Budget	2024-25 Operating Budget
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Total Expenditures	6,420,460	6,325,580	7,952,330	8,839,736	6,275,554	9,496,299	9,971,607
Pre Net Position	1,397,458	4,292,220	1,181,720	(803,542)	1,704,661	124,461	310,593
Beg Balance	(284,729)	(2,395,554)	987,522	2,822,784	664,581		2,369,242
Ending Balance	1,112,729	1,896,666	2,169,242	2,019,242	2,369,242	124,461	2,679,835
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Drainage Fund Summary



	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2023-24 Budget	2024-25 Operating Budget
Total Revenues	394,330	512,630	460,577	413,376	329,347	471,420	471,420
Total Expenditures	326,341	292,351	150,190	213,658	499,835	688,371	429,414
Net Position (depreciation)	67,989	220,279	310,387	199,718	(170,488)	(216,951)	42,006
Finish Top of Hills drainage:							(250,000)
Beg Balance	281,033	395,922	610,702	767,425	1,040,917		
Ending Balance	349,022	616,201	921,089	967,143	870,429		315,779

8/30/2024

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General Fund Summary



	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2023-24 Budget	2024-25 Operating Budget
REVENUES	11,461,538	11,044,532	11,682,928	13,116,097	12,048,398	12,955,682	13,951,535
EXPENSES	8,380,168	8,066,358	14,114,911	10,812,724	9,570,422	12,691,557	13,650,091
					compensation adjustment		390,226
					Fund one-time items from fund balance		(250,400)
Net Position	3,081,370	2,978,174	(2,431,983)	2,303,373	2,477,976	264,125	161,618
BEG BAL:	3,179,353	6,260,723	9,238,897	6,806,914	9,110,287		*9,691,822
					one-time items		250,400
END. BAL:	6,260,723	9,238,897	6,806,914	9,110,287	11,588,263		9,603,040
Days in Res	311	438	307	315	447		267

8/30/2024

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Compensation Study – Fiscal Impact



Included in FY 2024-25 Budget

Step Plan	200,513	2.85%
COLA	144,636	2.0%
	<u>\$345,149</u>	

In order to Reach **New Step 1** at 90% movement:

\$390,226

FIRE Salary increase:	121,358	PD Salary increase:	167,581	Civilian Salary increase:	7,642
Benefits impact:	7,440	Benefits impact:	10,273	Benefits impact:	469
Overtime impact:	44,137	Overtime impact:	31,326	Overtime impact:	-
Total fiscal impact	172,935	Total fiscal impact	209,180	Total fiscal impact	8,111

8/30/2024

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List of One-time items taken from Fund Bal.



File Server one-time cost	15,000
GIS implementation one-time	50,000
Gym-Divider and Goal Wrench	32,000
Radios Public Wks one-time	88,100
Other one-time items taken from baseline budget:	65,300

\$ 250,400

8/30/2024

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49

Supplemental Requests to Consider



LIST OF SUPPLEMENTALS RECOMMENDED BY COUNCIL

REVENUES	\$ 13,951,535	Additional Court Clerk position:	59,595
		Public Works Director (only add the diff from Superintendent)	33,423
EXPENSES	\$ 13,650,091	Add Records Position	58,951
EXPENSES	\$ (250,400)	Add Fire Marshall (prorated for less than a year)	54,000
EXPENSES	\$ 390,226	Reclassify the Records, Property Coordinator:	5,968
EXPENSES	\$ 13,789,917	Planning Consultant:	55,000
		Fund Police Officer position previously removed from budget:	82,181
Revenues Less Expenses	\$ 161,618	Construction Inspector Reclass to Project Manager:	52,968
		Engineering Tech/Project Manager:	76,267
		ADA Officer reclassification	14,010
If 100% of List was funded (\$330,745) Deficit			492,363

2/30/2024

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CAPITAL IMPROVEMENT PROGRAM



RECOMMENDED FUNDING FOR FY 2023-24 CIP

Capital Improvement Program



PROJECT	DESCRIPTION	PROPOSED COMPLETION	ANTICIPATED PROJECT	FUNDS EXPENDED LTD	PROJECT BALANCE AFTER FY24	FUNDING SOURCE	FY 2024-25 PROPOSED
All Ability Park	All Abilities Park constructed behind City Hall	Mid October 2024	\$1,807,292.00	\$750,000.00	\$1,057,292.00	50% Capital Project	507,000.00
						50% Park Fee Fund	550,000.00
E Bear Creek RD Expansion	Full expansion LPA Project	Fall 2030	\$9,000,000.00	\$100,000.00	\$8,900,000.00	2016 G.O. Bond Fund 3 Million	3,000,000.00
						DART 1.3 Million	1,348,000.00
Top of The Hill Pavement	Pavement Rehabilitation	November or December 2024	\$1,397,486.00	\$0.00	\$1,397,486.00	Grant Fund (CDBG Dallas Co)	1,397,486.00
						ARPA Fund	-
Top of The Hill Drainage	Drainage and easement	Spring 2025	\$250,000.00	\$0.00	\$250,000.00	Drainage Fund	250,000.00

8/30/2024

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Capital Improvement Program



PROJECT	DESCRIPTION	PROPOSED COMPLETION	ANTICIPATED PROJECT EXPENDITURE	FUNDS EXPENDED LTD	PROJECT BALANCE AFTER FY24	FUNDING SOURCE	FY 2024-25 PROPOSED
Intersection of W Bear Creek and S Westmoreland	Intersection improvement & traffic signalization	Phase 1 Summer 2026	\$2,000,000.00	\$0.00	\$2,000,000.00	\$600,000 escrow	
			(\$600,000 contribution)			Street Impact Fund	250,000.00
Intersection of Ovilla Rd and Santa Rosa	Traffic Signalization	Summer 2026	\$650,000.00	\$0.00	\$650,000.00	\$150,000 escrow	
			(\$150,000 contribution)			Street Impact Fund	650,000.00
Water Model & Impact Fee Study	Adopt a new impact fee for water/wwater/street projects. And create a new water model	Feb-25	\$300,000.00	\$250,000.00	\$50,000.00	Water Impact Fee Fund	50,000.00
Cinnamon Springs Water Line	Replace and upsize existing water line	Fall 2025	\$2,000,000.00	\$0.00	\$2,000,000.00	Ellis Cty ARPA program	2,000,000.00
Cinnamon Springs Sewer Line	Replace and upsize wastewater line	TBD	\$2,748,337.00	\$0.00	\$2,748,337.00	Congressional Appropriation 75/25 match	829,350.00
						Water Impact Fee Fund	276,450.00

8/30/2024

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Capital Improvement Program



PROJECT	DESCRIPTION	PROPOSED COMPLETION	ANTICIPATED PROJECT EXPENDITURE	FUNDS EXPENDED LTD	PROJECT BALANCE AFTER FY24	FUNDING SOURCE	FY 2024-25 PROPOSED
Outdoor Warning System Upgrade	Replace Outdoor Sirens, and ancillary equipment	Apr-25	\$510,000.00	\$0.00	\$510,000.00	Congressional Appropriation 75/25 match	380,000.00
						Capital Projects	130,000.00
City-wide Infiltration & Inflow Study	Study to determine vulnerabilities in sewer system	TBD	\$534,000.00	\$0.00	\$534,000.00	Congressional Appropriation 75/25 match	400,000.00
						Water Fund Reserves	134,000.00
Ground storage tank painting	Sandblast and Repaint storage tank	Fall 2025	\$105,000.00	\$0.00	\$105,000.00	Water Projects Fund	105,000.00
Lin Dell Estates Water Line	Replace & Upsize water lines	Summer 2025	\$550,000.00	\$0.00	\$550,000.00	Water Impact Fee Fund	550,000.00
Victoria Dr. Drainage improvement	Shift earth work and create multiple channels to relieve flooding issues	Summer 2024	\$174,013.00	\$212,813.00			

8/30/2024

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Capital Projects Fund



	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2023-24 Budget	2024-25 CIP Budget
REVENUES	751,017	-	5,501,074	78,893	119,879	20,000	374,947
EXPENSES	74,205	683,508	2,602,491	429,278	2,790,353	1,200,000	637,000
Revenues Less Expenses	676,812	(683,508)	2,898,583	(350,385)	(2,670,474)	(1,180,000)	(262,053)
Beginning Balance:	5,551,109	6,227,921	5,544,413	8,442,996	8,092,611		5,422,137
Ending Balance:	6,227,921	5,544,413	8,442,996	8,092,611	5,422,137	(1,180,000)	5,160,084

FLC Parking -\$50,000
 ADA Compliance -\$43,200
 ADA Electrical -\$50,000
 Old City Hall?
 Old PD Building?

8/30/2024

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Questions?



8/30/2024

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ORDINANCE O-18-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, ADOPTING THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, has been duly created by the financial office of the City of Glenn Heights, Texas, in accordance with Chapter 102.002 of the Local Government Code; and

WHEREAS, as required by Section 7.02 of the City Charter, the City Manager has prepared and submitted to the City Council a proposed budget of expenditures and revenues of the City for the fiscal year beginning October 1, 2024 and ending September 30, 2025; and

WHEREAS, the financial office for the City of Glenn Heights has filed the proposed budget in the office of the City Secretary and the proposed budget was made available for public inspection in accordance with Chapter 102.005 of the Local Government Code; and

WHEREAS, public hearing as required by Chapter 102.006 of the Local Government Code was held following due publication of notice thereof, at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed budget; and

WHEREAS, after full and final consideration, it is the opinion of the Glenn Heights City Council that the 2024-2025 fiscal year budget as hereinafter set forth should be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS:

SECTION 1. That the proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Glenn Heights, Texas, said budget being in the amount of \$XX,XXX,XXX, including nonoperating transfers, providing a complete financial plan for the fiscal year beginning October 1, 2024 and ending September 30, 2025 as submitted to the City Council by the City Manager, a copy

of which is attached hereto and incorporated herein by this reference as Exhibit A” and which is also on file in the City Secretary’s Office, be and the same is hereby adopted and approved as the budget of the City of Glenn Heights, Texas for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

SECTION 2. That the sum of \$XX,XXX,XXX is hereby appropriated for the payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

SECTION 3. That the expenditures during the fiscal year beginning October 1, 2024 and ending September 30, 2025 shall be made in accordance with the budget approved by this ordinance unless otherwise authorized by a duly enacted ordinance of the City of Glenn Heights, Texas.

SECTION 4. That all budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2024-2025 are hereby ratified, and the budget Ordinance for fiscal year 2024–2025, heretofore enacted by the City Council, be and the same is hereby amended to the extent of such transfers and amendments for all purposes.

SECTION 5. That specific authority is given to the City Manager to take and/or make the following actions:

1. Transfer of appropriations budgeted from one account classification to another account classification within the same department.
2. Transfer of appropriations from designated appropriation from one department or activity to another department or activity within the same fund.
3. Invest idle funds, whether operating funds or bond funds, in accordance with the City’s Investment Policy as prescribed by the Public Funds Investment Act.

SECTION 6. All ordinances of the City of Glenn Heights, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 8. This Ordinance shall take effect from and after its passage.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Sonja A. Brown, Mayor		
Sherron Mosley, Council Member – Place 1		
Harry A. Garrett, Mayor Pro Tem – Place 2		
Travis Bruton, Council Member – Place 3		
Stephanne Hale, Council Member – Place 4		
Laymon M. Lightfoot, Council Member – Place 5		
Cornel Benford II, Council Member – Place 6		

WITH ___ VOTING “AYE” AND ___ VOTING “NAY”, THIS ORDINANCE IS DULY PASSED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, ON THE 17TH DAY OF SEPTEMBER 2024.

APPROVED

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

David Berman

EXHIBIT A
[Budget FY 2024]

City of Glenn Heights
Proposed Budget - Revenues and Expenses
Fiscal Year 2024-25

ALL FUNDS		2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2023-24 Budget	2024-25 Operating Budget	2024-25 C.I.P. Budget
REVENUES	PROPERTY TAXES	6,544,456	7,327,760	8,296,756	8,872,852	9,255,369	9,632,357	10,184,200	-
REVENUES	SALES TAXES	827,365	944,926	1,015,376	1,131,746	1,049,266	965,000	1,300,000	-
REVENUES	FRANCHISE TAXES	581,890	484,368	622,996	709,589	492,457	596,500	630,000	-
REVENUES	CHARGE FOR SERVICES	7,993,940	8,324,219	10,125,493	10,025,422	9,475,037	11,655,480	12,720,850	-
REVENUES	PERMITS AND LICENSES	2,580,074	2,218,789	1,553,518	1,232,836	475,540	758,650	598,250	-
REVENUES	COURT FINES	190,124	226,706	199,737	251,366	195,243	257,500	257,500	-
REVENUES	RECREATION	195,000	230,020	157,323	266,800	155,655	154,800	170,700	-
REVENUES	MISCELLANEOUS	937,038	358,182	218,294	183,350	113,616	27,400	99,200	6,120,433
REVENUES	MAJOR DONATION	930,349	718,543	129,458	-	192,842	220,000	150,000	-
REVENUES	INTEREST	320,659	149,420	122,229	928,861	1,046,664	164,350	353,850	-
REVENUES	GRANTS & CONTRIBUTIONS	195,792	542,454	3,358,887	123,539	4,775	-	-	829,350
REVENUES	IMPACT	1,211,088	1,445,278	968,572	669,988	-	-	-	-
REVENUES	TRANSFERS IN/(OUT)	2,061,654	4,178,253	7,950,793	125,775	79,331	125,775	125,775	-
REVENUES	OTHER FINANCING RESOURC	536,744	-	-	-	-	-	-	-
REVENUES		25,106,173	27,148,918	34,719,432	24,522,124	22,535,795	24,557,812	26,590,325	6,949,783
EXPENSES	SALARIES	4,721,428	5,127,621	4,836,664	6,732,201	5,514,816	7,292,091	8,068,678	-
EXPENSES	BENEFITS	1,215,786	1,149,286	1,094,318	1,541,990	1,416,746	2,170,840	2,186,282	-
EXPENSES	SUPPLIES	454,269	359,270	654,670	503,918	379,051	693,705	993,859	-
EXPENSES	REPAIRS AND MAINTENANCE	257,293	453,810	268,906	294,170	607,351	555,500	849,500	-
EXPENSES	OPERATING	599,403	447,996	746,384	841,422	604,309	927,018	1,155,355	-
EXPENSES	UTILITIES	294,657	317,751	327,279	386,262	327,865	361,370	405,470	-
EXPENSES	GRANTS	25,000	41,575	688	1,650	19,234	10,000	10,000	1,397,486
EXPENSES	EVENTS	20,376	4,250	28,003	58,381	81,761	217,870	243,299	-
EXPENSES	CONTRACTUAL SERVICES	6,300,553	6,750,961	7,948,114	9,372,994	6,670,244	9,918,690	10,087,660	-
EXPENSES	TRANSFERS	641,136	4,178,253	7,950,793	125,775	2,354,956	390,000	69,000	-
EXPENSES	DEBT	1,531,236	1,573,748	2,208,380	1,827,937	1,547,155	1,780,923	1,826,102	-
EXPENSES	CAPITAL OUTLAY	3,458,777	7,899,384	9,775,176	2,158,666	3,777,462	118,900	199,500	11,404,800
EXPENSES		19,519,914	28,303,905	35,839,375	23,845,366	23,300,950	24,436,907	26,094,705	12,802,286
Revenues Less Expenses		5,586,259	(1,154,987)	(1,119,943)	676,758	(765,155)	120,905	495,620	(5,852,503)



Discuss and take action to postpone vote on approval of the Proposed Fiscal Year 2024-2025 Budget to the September 17, 2024, City Council Meeting. (Clifford Blackwell, City Manager)

[illegible]