



City of Glenn Heights

City Council Meeting

Agenda Packet

March 2, 2021

Meeting starts at 7:00 PM



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, MARCH 2, 2021, 7:00 P.M.
REGULAR CITY COUNCIL MEETING**

Notice is hereby given in accordance with the Order of the Office of the Governor issued March 16, 2020, that the City of Glenn Heights will conduct a Regular Meeting via telephone and video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Novel Coronavirus (COVID-19).

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

To view this Council Meeting live, please use the following link (you are not required to have a Facebook account to access this meeting):
<https://www.facebook.com/CityofGlennHeights>.

Notice is hereby given that the City of Glenn Heights City Council will hold a Regular City Council Meeting on Tuesday, March 2, 2021, beginning at 7:00 P.M. via telephone and video conference 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.

CALL TO ORDER

SWEARING-IN

Council Member-Elect Travis Bruton

INVOCATION – Council Member Jeremy Woods, Sr.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

If you would like to make a Public Comment during the “**Public Comment**” portion of the meeting, please email Brandi Brown, City Secretary, at brandi.brown@glennheightstx.gov, no later than **6:00 P.M. on March 2, 2021**. Please include the following information in your email:

- Name
- Address
- Email Address and Phone Number
- Agenda Item or General Subject of your Comment

Once your request is received, you will be given information to access the meeting via telephone or video conference (which provides two-way communication during the Public Comment portion of the meeting).

PROCLAMATIONS

- Women's History Month, March 2021
- American Red Cross Month, March 2021
- Texas Independence Day, March 2, 2021

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the February 23, 2021, Special Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action on Ordinance O-04-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, reviving, extending and ratifying, for the period from November 1, 2019 to December 31, 2020, the franchise agreement, granted to Lone Star Gas Company, predecessor in interest of Atmos Energy Corporation, as amended; granting to Atmos Energy Corporation, its successors and assigns, a franchise, effective January 1, 2021, to construct, maintain, and operate pipelines and equipment in the City of Glenn Heights, Dallas county, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise Ordinances. (Second Reading) (Phillip Conner, Finance Director)

AGENDA

1. Discuss and take action to appoint members to serve on the Citizens Police Advisory Committee. (Lucas Benson, Interim Chief of Police)

PUBLIC HEARING

If you would like to provide testimony during a **"Public Hearing"** portion of the meeting, please email Brandi Brown, City Secretary, at brandi.brown@glennheightstx.gov, no later than **6:00 P.M. on March 2, 2021**. Please include the following information in your email:

- Name
- Address
- Email Address and Phone Number
- Agenda Item (Item 2 or Item 4)

Once your request is received, you will be given information to access the meeting via telephone or video conference (which provides two-way communication during the Public Hearing portion of the meeting).

2. Public hearing to receive testimony concerning Ordinance O-02-21, 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 of an approximately 5.499 acres tract of land situated in the JP Woolsey Survey, Abstract No. 1135 and being generally located at the southwest corner of Ovilla Road and Uhl Road and being more particularly described and depicted in Exhibit "A" attached hereto, currently zoned Retail ("R"), by allowing a Specific Use Permit for the automobile service station (gas station) and convenience store uses thereon; providing a repealing clause; providing a severability clause; and providing for an effective date. (Miamauni Hines, Planner)
3. Discuss and first reading of Ordinance O-02-21, 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 of an approximately 5.499 acres tract of land situated in the JP Woolsey Survey, Abstract No. 1135 and being generally located at the southwest corner of Ovilla Road and Uhl Road and being more particularly described and depicted in Exhibit "A" attached hereto, currently zoned Retail ("R"), by allowing a Specific Use Permit for the automobile service station (gas station) and convenience store uses thereon; providing a repealing clause; providing a severability clause; and providing for an effective date. (Miamauni Hines, Planner)
4. Public hearing to receive testimony concerning Ordinance O-05-21, an Ordinance of the City Council of the City of Glenn Heights, amending the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning by granting a Specific Use Permit with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-3, Single Family-3 & Single Family-4 ("PD-3, SF-3 & SF-4") and being approximately 34.190 acres of land described as all of Magnolia Meadows Phase IV, Glenn Heights, Ellis County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto; providing for the approval of the site plan and truck route attached hereto as Exhibit "B"; providing for approval of the process flow diagram attached hereto as Exhibit "C"; providing a conflict clause; providing a severability clause; and providing an effective date. (Miamauni Hines, Planner)
5. Discuss and first reading of Ordinance O-05-21, an Ordinance of the City Council of the City of Glenn Heights, amending the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a

change in zoning by granting a Specific Use Permit with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-3, Single Family-3 & Single Family-4 (“PD-3, SF-3 & SF-4”) and being approximately 34.190 acres of land described as all of Magnolia Meadows Phase IV, Glenn Heights, Ellis County, Texas and being more particularly described and depicted in Exhibit “A” attached hereto; providing for the approval of the site plan and truck route attached hereto as Exhibit “B”; providing for approval of the process flow diagram attached hereto as Exhibit “C”; providing a conflict clause; providing a severability clause; and providing an effective date. (Miamauni Hines, Planner)

6. Discuss and take action on a proposed Disaster Assistance Program. (Council Member Shaunte Allen)

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 South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Friday, February 26, 2021.

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



Invocation

Council Member Jeremy Woods, Sr.



PROCLAMATION SUMMARY SHEET
MARCH 2, 2021

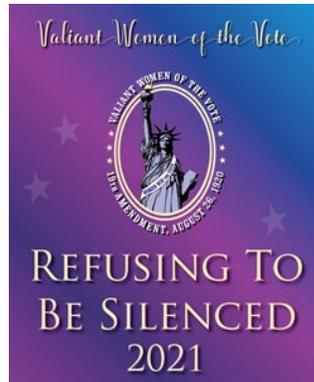
- Women's History Month, March 2021
- American Red Cross Month, March 2021
- Texas Independence Day, March 2, 2021

PROCLAMATION



Office of the Mayor • City of Glenn Heights

Women's History Month
March 2021



WHEREAS, throughout history, extraordinary women have fought tirelessly to broaden our democracy's reach and help perfect our Union. Through protest and activism, generations of women have appealed to the values at the heart of our Nation and fought to give meaning to the idea that we are all created equal; and

WHEREAS, courageous women have called not only for the absence of oppression, but for the presence of opportunity. They have demonstrated for justice, but also for jobs – ones that promise equal pay for equal work. And they have marched for the right to vote not just so their voices would be heard, but so they could have a seat at the head of the table. With grit and resolve, they have fought to overcome discrimination and shatter glass ceilings, and after decades of slow, steady, and determined progress, they have widened the circle of opportunity for women and girls across our country; and

WHEREAS, the National Women's History Alliance selects and publishes the yearly theme for Women's History Month – 2021 theme captures the spirit of these challenging times. Since many of the women's suffrage centennial celebrations originally scheduled for 2020 were curtailed, the National Women's History Alliance is extending the annual theme for 2021 to "**Valiant Women of the Vote: Refusing to Be Silenced.**"; and

WHEREAS, we know that when women succeed and their voices are heard, America succeeds. The strength of our economy rests on whether we make it possible for every citizen to contribute to our growth and prosperity. As a Nation, we must join our voices with the chorus of history and push forward with unyielding faith to forge a more equal society for all our daughters and granddaughters – one where a woman's potential is limited only by the size of her dreams and the power of her imagination.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby

proclaim March 2021 as **Women's History Month**. I call upon all residents to observe this month and to celebrate with appropriate programs, ceremonies, and activities. I also invite all residents to visit www.womenshistorymonth.gov to learn more about the generations of women who have left enduring imprints on our history.

IN WITNESS WHEREOF, I have hereunto set my hand this second day of March in the year of our Lord two thousand twenty-one.

Harry A. Garrett, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION



Office of the Mayor • City of Glenn Heights

American Red Cross Month March 2021

WHEREAS, after more than 130 years of providing humanitarian relief at home and abroad, the American Red Cross remains a reflection of the compassion and generosity central to our national identity. At moments of profound need, the actions of men and women across our country reflect our noblest ideals of service – from search-and-rescue teams that brave disaster zones to ordinary citizens who deliver not only lifesaving care and supplies, but also hope for a brighter tomorrow. During American Red Cross Month, we pay tribute to all those whose dedication to relieving human suffering illuminates even our darkest hours; and

WHEREAS, today, emergency response organizations like the American Red Cross continue to play a vital role in responding to disasters that cast countless lives and communities into harm's way. Recently, when devastating snow and ice storms struck cities throughout Texas, the American Red Cross and other relief organizations were instrumental partners in preparedness and response; and

WHEREAS, we are reminded in times like these that the strength of our humanitarian response and the measure of our resilience are drawn not only from the committed action of relief organizations, but also from individuals who step forward, volunteer, or give what they can to help their neighbors in need. With generous spirits and can-do attitudes, Americans from every corner of our country have come together again and again to show the true character of our Nation. As we celebrate American Red Cross Month, let us resolve to preserve and renew that humanitarian impulse to save, to serve, and to build, and carry it forward in the year to come.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 2021 as **American Red Cross Month**. I encourage all residents to observe this month with appropriate programs, ceremonies, and activities, and by supporting the work of service and relief organizations.

IN WITNESS WHEREOF, I have hereunto set my hand this second day of March in the year of our Lord two thousand twenty-one.

Harry A. Garrett, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION



Office of the Mayor • City of Glenn Heights

**Texas Independence Day
March 2, 2021**

WHEREAS, Article 6144(a) of the Texas Revised Civil Statutes sets apart annually an entire week in which Texas Independence Day, March 2nd, occurs; and

WHEREAS, from the Fall of 1835 to the Spring 1836, Texans of all backgrounds came together to fight for liberty and a better government, and endured hardship and defeat, most notably at the Alamo and Goliad; and

WHEREAS, the Republic of Texas was born on March 2, 1836, when delegates from throughout what was known as the Mexican Department of Texas convened at Washington-on-the-Brazos and signed the Texas Declaration of Independence; and

WHEREAS, our community recognizes Texan and American hero General Sam Houston, who was born on March 2, who helped assure this onetime sovereign nation of its victory.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 2, 2021 as **Texas Independence Day**. I encourage all citizens to recognize the determination of Texas forces in 1836 and the continued significance of Texas Independence Day.

IN WITNESS WHEREOF, I have hereunto set my hand this second day of March in the year of our Lord two thousand twenty-one.

Harry A. Garrett, Mayor
Glenn Heights, Dallas County, Texas

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

FEBRUARY 23, 2021

STATE OF TEXAS *
COUNTIES OF DALLAS AND ELLIS *
CITY OF GLENN HEIGHTS *

On the 23rd day of February 2021, the City Council of the City of Glenn Heights, Texas, met in a Special Called City Council Meeting via telephone and video conference with the following members present:

CITY COUNCIL:

Harry A. Garrett	*	Mayor
Sonja A. Brown	*	Mayor Pro Tem
Emma Ipaye	*	Council Member
Jeremy Woods, Sr.	*	Council Member
Alisha M. Brown	*	Council Member
Shaunte L. Allen	*	Council Member
Machanta Newson	*	Council Member

STAFF:

David Hall	*	City Manager
Lucas Benson	*	Interim Chief of Police
Brandi Brown	*	City Secretary
Marlon Goff	*	Planning and Development Director
Byron Hardy	*	IT Administrator
Miamauni Hines	*	Planner
Jaynice Porter-Brathwaite	*	Human Resources Director

CONSULTANT:

Victoria Thomas	*	City Attorney's Office
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CALL TO ORDER

Mayor Harry A. Garrett called the City Council Meeting to order at 7:07 P.M., with a quorum of the City Council present.

INVOCATION

Council Member Shaunte L. Allen delivered the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Harry A. Garrett led the assembly in the Pledge of Allegiance.

PUBLIC COMMENT

The following Public Comments was made:

- Council Member Emma Ipaye, 1938 S Hampton Road, Glenn Heights, Texas 75154: reflected upon the effects of the winter storm disaster, commended volunteers and City Staff for their efforts, and invited residents to join in seeking solutions for any future problems that may impact the City.
- Mayor Pro Tem Sonja A. Brown, 1938 S Hampton Road, Glenn Heights, TX 75154: reflected upon the effects of the winter storm disaster, and thanked volunteers and City Staff for their efforts and sacrifices made.
- Council Member Shaunte Allen, 1602 Wavecrest Drive, Glenn Heights, TX 75154: reflected upon the effects of the winter storm disaster, thanked individuals that personally assisted her during the storm, and commended volunteers and City Staff for their efforts.

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the February 9, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve the City Council Meeting Minutes of the February 16, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)

Council Member Jeremy Woods, Sr. made a motion to confirm Consent Agenda Items 1-2. Council Member Shaunte L. Allen made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Woods, A. Brown, Allen, and Newson

AGENDA

1. Discuss and take action appointing Zoning Board of Adjustment Members.

Miamauni Hines, Planner, introduced this item and completed a presentation regarding the Zoning Ordinance, current Board Members, and current applicants. Each applicant introduced themselves. Victoria Thomas, City Attorney, answered Council's questions related to if there was anything prohibiting family members from serving on the Board together.

Victoria Thomas, City Attorney, read the following motion language into record: I move to appoint Brian Pratt, Jacob Cannon, Jacquetta Cannon, John Reliford, and Tiina Arjanen, to places 1, 2, 3, 4, and 5, respectively, on the City of Glenn Heights' Zoning Board of Adjustment, with places 1, 3, and 5 appointees to serve the remainder of a term ending May 31, 2021, and upon expiration, a renewed term to end Mat 31, 2023. In places 2 and 4, to serve the remainder of a term ending May 31, 2022. Council Member Jeremy Woods, Sr. made a motion to confirm the motion language as

read. Council Member Emma Ipaye made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Woods, A. Brown, Allen, and Newson

2. Discuss and take action on an Amendment to the Professional Services Contract with Mottla Architects, Inc., a/k/a Mottla Enterprises, Inc.

David Hall, City Manager, introduced this item and provided a brief overview of procurement processes as provided by the Texas Government Code, duties assigned to the consultant, benefits received from the chosen consultant, and the costs associated with the contract.

Council Member Emma Ipaye made a motion to approve an Amendment to the Professional Services Contract with Mottla Architects, Inc., a/k/a Mottla Enterprises, Inc. Council Member Shaunte L. Allen made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Woods, A. Brown, Allen, and Newson

Council Member Jeremy Woods, Sr. made a motion to take a 10-minute recess. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Woods, A. Brown, Allen, and Newson

Mayor Harry A. Garrett announced a 10-minute recess at 7:50 P.M. and confirmed the City Council Meeting would resume at 8:00 P.M.

Mayor Harry A. Garrett reconvened the City Council Meeting at 8:00 P.M.

3. Discuss and take action on Resolution R-10-21, a Resolution of the City Council of the City of Glenn Heights, Texas, nominating a candidate for a vacancy on the Ellis Appraisal District Board of Directors for the year 2021.

Brandi Brown, City Secretary, introduced this item. Ms. Brown answered questions related to a similar item on a previous Agenda and the nomination process. Mayor Harry A. Garrett polled Council for their nominees.

Mayor Pro Tem Sonja A. Brown made a motion to nominate Machanta Newson for the vacancy on the Ellis Appraisal District Board of Directors for the year 2021. Council Member Jeremy Woods, Sr. made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Woods, A. Brown, Allen, and Newson

4. Discuss and first reading of Ordinance O-04-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, reviving, extending and ratifying, for the

period from November 1, 2019 to December 31, 2020, the franchise agreement, granted to Lone Star Gas Company, predecessor in interest of Atmos Energy Corporation, as amended; granting to Atmos Energy Corporation, its successors and assigns, a franchise, effective January 1, 2021, to construct, maintain, and operate pipelines and equipment in the City of Glenn Heights, Dallas county, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise Ordinances.

Phillip Conner, Finance Director, introduced this item and discussed the terms of the agreement. Mr. Conner and Victoria Thomas, City Attorney, answered Council's questions related to the terms of the agreement and the length of the agreement.

5. January 2021 Financial Report.

Phillip Conner, Finance Director, completed a presentation regarding the City's revenues, expenditures, and fund balances through January 2021. Mr. Conner and David Hall, City Manager, answered Council's questions related to if residents would see an increase in water rates or the possibility of increased water bills due to usage or infrastructure improvements due to the winter storm event, and what is impacting the City's revenues.

ADJOURNMENT

Council Member Jeremy Woods, Sr. made a motion to adjourn. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Woods, A. Brown, Allen, and Newson

Mayor Harry A. Garrett adjourned the meeting at 8:31 P.M.

Harry A. Garrett, Mayor

Attest:

Brandi Brown, City Secretary
Passed and approved on the 2nd day of March 2021



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: February March 2, 2021

SUBJECT

This item will allow the City Council to consider an Ordinance granting Atmos Energy a new franchise agreement.

REPORT IN BRIEF

Discuss and take action on Ordinance O-04-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, reviving, extending and ratifying, for the period from November 1, 2019 to December 31, 2020, the franchise agreement, granted to Lone Star Gas Company, predecessor in interest of Atmos Energy Corporation, as amended; granting to Atmos Energy Corporation, its successors and assigns, a franchise, effective January 1, 2021, to construct, maintain, and operate pipelines and equipment in the City of Glenn Heights, Dallas county, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise Ordinances.

BACKGROUND / DISCUSSION

The current franchise agreement with Atmos Energy expired on November 1, 2019. City Staff has been working with Atmos Energy to develop a new franchise agreement that meets the needs of the both the City and Atmos Energy. The attached ordinance is the result of these efforts. It grants Atmos Energy a new franchise that will expire on

December 31, 2040. The new franchise increases the franchise fee paid by Atmos from 4% to 5% of their gross revenues within the City of Glenn Heights.

PUBLIC CONTACT

Not applicable.

FISCAL IMPACT

In fiscal year 2019 – 20 we received \$56,690, in annual franchise payments paid by Atmos Energy.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of the ordinance.

PREPARED BY

Phill Conner, Finance Director

REVIEWED BY

Marlon Goff, Planning and Development Director

ATTACHMENTS

- I. Ordinance O-04-21

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS
ORDINANCE NO: O-04-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS REVIVING, EXTENDING AND RATIFYING, FOR THE PERIOD FROM NOVEMBER 1, 2019 TO DECEMBER 31, 2020, THE FRANCHISE AGREEMENT, GRANTED TO LONE STAR GAS COMPANY, PREDECESSOR IN INTEREST OF ATMOS ENERGY CORPORATION, AS AMENDED; GRANTING TO ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE, EFFECTIVE JANUARY 1, 2021, TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

WHEREAS, Atmos Energy Corporation is engaged in the gas utility business in the State of Texas and the City of Glenn Heights, Texas (“City”) and is using the public streets, alleys, grounds, and rights-of-way within the City for that purpose under the terms of a franchise ordinance duly passed by the governing body of the City, being Ordinance No. 542-94, passed on October 17, 1994_(the “Original Franchise Agreement”) and accepted by Atmos’s predecessor in interest Lone Star Gas Company on November 1, 1994, a true and correct copy of said Original Franchise Ordinance being attached hereto and incorporated herein by reference as Exhibit “A”; and

WHEREAS, by Ordinance No. 736-02, adopted by the City Council of the City of Glenn Heights on October 21, 2002 and accepted by Atmos’ predecessor in interest TXU Gas Distribution on December 23, 2002, certain terms and conditions of the Original Franchise Agreement were amended (the Amending Franchise Ordinance)(a true and correct copy of said Amending Franchise Ordinance being attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, the Original Franchise Agreement, as amended by the Amending Franchise Ordinance, expired on November 1, 2019; and

WHEREAS, subsequent to the November 1, 2019 expiration date, the City and Atmos continued and presently continue to operate under the terms and conditions of the Original Franchise Agreement as amended by the Amending Franchise Ordinance; and

WHEREAS, City and Atmos desire that any use or action under the Original Franchise Agreement, as amended by the Amending Franchise Ordinance, between November 1, 2019 and December 31, 2020 be fully ratified as if at all times occurring under the terms and conditions set forth in the Original Franchise Agreement as amended by the Amending Franchise Ordinance; and

WHEREAS, City and Atmos further desire to enter into a new Franchise Agreement as set out in this Ordinance

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

SECTION 1. The recitals set forth above are true and correct and incorporated herein.

SECTION 2. The term of the Original Franchise Agreement, as amended by the Amending Franchise Ordinance, is hereby revived and extended until December 31, 2020. Any use or action under the Original Franchise Agreement, as amended by the Amending Franchise Ordinance, between November 1, 2019 and December 31, 2020 is hereby fully ratified as if at all times occurring under the terms and conditions of the Original Franchise Agreement as amended by the Amending Franchise Ordinance, copies of which are attached hereto and incorporated herein as Exhibits "A" and "B", respectively.

SECTION 3. GRANT OF AUTHORITY: The City of Glenn Heights, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, its successors and assigns, hereinafter called "Atmos Energy" or "Company," consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public property or property interests of the City ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (collectively, or any part thereof may be referred to herein as the "System" or "Facility" or "Facilities") to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2040. This Franchise does not authorize Atmos Energy to use any property owned by City that is not considered Public Rights-of-Way.

SECTION 4. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:

A. **General Provisions.** Atmos Energy shall lay, maintain, construct, operate, use, extend, remove, repair, and replace its pipes, mains, laterals, and other equipment to minimize interference with the proper and intended use of the Public Rights-of-Way. Upon request by the City, Atmos Energy shall furnish the City information relevant to such matters which is prepared, maintained, and available in the ordinary course of business and not deemed confidential or proprietary.

B. **Location and Construction.** The location of all Company's pipes, mains, laterals, and other equipment in the present and future Public Rights-of-Way in the City shall be fixed under the supervision of the City or an authorized agent appointed by the City. In addition, Atmos Energy shall comply with applicable permitting requirements, except that in no event shall Atmos Energy or contractors working on behalf of Atmos Energy be required to pay for street cutting permits,

street excavation permits, or other permits related to work in the Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way.

Upon reasonable request from the City for a public health or safety purpose, Atmos Energy shall identify for the City the location of its System Facilities located in the City. Any maps provided by Company to the City shall be deemed confidential and shall be clearly identified as such by Atmos Energy when provided to the City and will be provided solely for the City's use. The City agrees to maintain the confidentiality of any non-public information obtained from Atmos Energy to the extent allowed by law. If the City receives a request under the Texas Public Information Act that includes Atmos Energy's previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the document(s). The City also will provide Atmos Energy with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information. Atmos Energy shall provide all location and "as built" plans on a going forward basis if required through the City's permitting process.

Except to the extent a conflict with the Franchise exists, Atmos Energy agrees to comply with all other City laws, rules, or ordinances that govern the use of Public Rights-of-Way that currently exist or may be applicable during the term of this Franchise.

In determining the location of Company's facilities within the City, Company shall minimize interference with then existing underground structures of City or other utility franchisees. Likewise, in determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed System facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, the City Manager or an authorized designee of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way. City agrees to provide Atmos Energy with its annual capital improvements plan as well as any material updates or changes within a reasonable time after they become available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. Atmos Energy shall comply with applicable state law with respect to the identification and location of facilities in the City's Public Rights-of-Way. In the event that Company fails to provide the necessary information and damage is caused to Company facilities as a direct result of withholding

said information, the Company shall hold the City harmless from all liability, damage, cost, or expense resulting from any City action in this regard.

C. Restoration. The surface of any Public Rights-of-Way disturbed by Atmos Energy in laying, maintaining, constructing, operating, replacing, and removing its Facilities or System shall be restored to approximate original condition as soon as is reasonably possible.

When Company makes or causes to be made excavations or places, causes to be placed, obstructions in any Public Rights-of-Way, Company shall place, erect, and maintain appropriate barriers and lights to identify the location of such excavations or obstructions. In the event of emergency requiring excavations in the Public Right of Way, notice shall be made to the City as soon as practicable during or after such emergency excavation.

In addition to providing the location of Company's facilities, Company shall obtain facilities location information from other users of the Public Rights-of-Way prior to Company's construction, reconstruction, maintenance, operations, and repair of its facilities.

D. Relocation. When the Company is required by City to remove, modify, alter, or relocate its mains, laterals, or other Facilities or System lying in the Public Rights-of-Way to accommodate construction, repair, maintenance, removal, or installation of sewers, drainage, water lines, streets or other Public Rights-of-Way, or utilities such removal, modification, alteration, or relocation shall be promptly made by Company when directed in writing to do so by the City and shall be done at the sole expense of Atmos Energy when facilities are deemed to be in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed City actions described above are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for Company's existing facilities. Atmos Energy shall have the right to propose alternative plans regarding City requested relocations to the extent that the Company deems City proposed actions described in this subsection to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other Facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy

submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. Upon receipt of an amount of reimbursement intended for utility relocations including gas utilities, City shall remit to the Company, within thirty (30) days of receipt, any portion of such reimbursement specifically designated as a reimbursement of Company's costs incurred in the relocation or removal of Company's facilities but only after City has been fully reimbursed for its own costs of relocation or removal of utilities and related facilities. However, nothing in this agreement shall require City to make such application.

When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement, Atmos Energy shall have the right to seek a surcharge or recover relocation costs pursuant to applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose such recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document a request to the City for reimbursement as a pre-condition to recovery from customers of such relocation costs. When required by City to remove or relocate its mains, laterals, and/or other Facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practicable with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its Facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City. In the event Company, after notice, fails or refuses to commence, pursue, or complete such relocation work within a reasonable time, City may require Company to attend a meeting that establishes a formal record of the reasons for the delay and the timeframe within which Company will complete the relocation work. If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within the Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, public rights-of-way, streets, or utilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation. If the City requires Atmos Energy to remove, modify, alter, or relocate its mains, laterals, or other facilities specifically for the purpose of enabling the use of the Public Rights-of-Way by another private person or corporation, Company shall not be bound to make such changes until the other private person or corporation has agreed to reimburse the Company for relocation expenses, provided, however, that the City shall not be liable for the reimbursement.

E. Abandonment. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 5. INDEMNITY & INSURANCE:

A. General Provisions. In consideration of the granting of this Franchise, Atmos Energy agrees that the City, including its agents and employees, shall not be liable or responsible for any costs, expenses (including attorneys' fees), or any other damage to persons or property by reason of Atmos Energy's construction, operation, maintenance, or replacement of Atmos Energy's System within Public Rights-of-Way and Atmos Energy does hereby release, agree to indemnify and keep harmless the City, its agents and employees from and against all suits, actions, or claims of death or injury to any person or persons, or damages to any property brought or made for or on account of any death, injuries to or damages received or sustained by any person or persons or for damage to or loss of property arising out of or occasioned by any acts or omissions of Atmos Energy, its agents or employees in connection with their operations, except to the extent such death, injury or damage is attributable to the City's negligent or intentional acts or omissions. In the event that any action, suit, or proceeding is brought against the City, its agents or employees, upon any liability arising out of Atmos Energy's operations, the City shall give notice in writing to Atmos Energy. Upon receipt of such notice, Atmos Energy, at its sole expense, shall defend such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City and/or to satisfy said judgment. The City agrees to reasonably cooperate with Atmos Energy in connection with such defense. In the event of joint and concurrent negligence or fault of both Atmos Energy and City, responsibility and indemnity, as allowed by law, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any of the defenses of the parties under Texas law. The City expressly does not waive its governmental immunity under the Texas Tort Claims Act and any other applicable laws. It is understood that it is not the intention of the parties hereto to create liability for the benefit of third parties, but that this

section shall be solely for the benefit of the parties hereto and shall not create or grant any rights, contractual or otherwise, to any person or entity other than City and Atmos Energy.

B. Damage to City Property. If, the negligence or intentional acts or omissions by Atmos Energy, including its employees and agents, results in damage of any property owned by City, Atmos will be responsible for repairing the damages without charge to City or for the cost of repair reasonably incurred by City. However, if such damage by Atmos Energy is due to inaccurate information with respect to the location or description of City's facilities within the Public Rights-of-Way, City will be responsible for all costs associated with such repair or related consequences. Atmos Energy agrees to notify the appropriate City official as soon as reasonably possible after the occurrence of such damage.

C. Damage to Atmos Energy Property Due to Work by Others. The City reserves the right to permit to be laid sewer, electric, and other utilities, pipelines, cables, conduits and facilities and to do and permit to be done any underground or aboveground work that may be necessary or proper within the Public Rights-of-Way to facilitate the same. The City also reserves the right to change any curb, sidewalk, grade of the street, alley or other Public Right-of-Way due to a publicly funded City project. In permitting this work to be done, the City shall not be liable to Company for any resulting damage, but nothing herein shall relieve any other third party from being responsible for the damage to Atmos Energy facilities.

D. Insurance. Company shall maintain adequate insurance covering its operations and obligations of indemnity under the Franchise. Such insurance shall be at Company's sole expense. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this Franchise may be in the form of self-insurance to the extent permitted by applicable law, but in no instance shall such self-insurance be less than \$10,000,000 in commercial insurance coverages. An insurance certificate shall be provided to the City initially and upon any substantial reduction in coverage. Together with such insurance certificate, this Franchise shall satisfy any requirements in the City of Glenn Heights Code of Ordinances, with respect to proof of appropriate insurance or other financial assurance required for receipt of a permit to perform work within the Public Rights-of-Way.

SECTION 6. QUALITY OF SERVICE, RATES, INSTALLATION CHARGES, DEPOSITS, AND OTHER COMPANY CHARGES

A. General Provisions. Atmos Energy shall at all times furnish service which is safe, modern, and sufficient to meet reasonable demands without undue interruption or fluctuations to any person or entity that demand service within the City. The service provided shall be equal to or better than, in all instances, that required under the Mid-Tex Tariff – Service Rules and Regulations,

as may be amended from time to time. In addition to the rates charged for gas supplied, Company may make and enforce reasonable charges for service rendered in conduct of its business, including a charge for services rendered in the inauguration of natural gas service.

B. Service Rates. The City hereby expressly reserves the right, power, and authority to fully regulate and fix rates and charges for the services of Atmos Energy to its customers located within the City as provided by State law. Atmos Energy shall at all times have current rates and charges on file with the City Secretary and shall update such within fifteen (15) days of any changes thereto.

SECTION 7. NON-EXCLUSIVE FRANCHISE: The rights, privileges, and franchise granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 8. PAYMENTS TO CITY:

A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 15th day of February, 2021, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 15th day of February, 2040, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in 6.B. below, received by Atmos Energy during the preceding calendar year.

B. Gross Revenues. "Gross Revenues" shall mean:

- (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City; and
- (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City).
- (3) "Gross Revenues" shall not include:
 - (a) revenues billed but not ultimately collected or received by Atmos Energy;
 - (b) contributions in aid of construction;
 - (c) the revenue of any affiliate or subsidiary of Atmos Energy;
 - (d) sales tax and franchise fees paid to the City;
 - (e) interest or investment income earned by Atmos Energy; and
 - (f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of

facilities within the City's right of way.

C. Privilege Period. The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through December 31, 2021, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

D. Payment in Lieu of. It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

E. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy. If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due to City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

F. Atmos Energy Franchise Fee Recovery Tariff. Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement. City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's

rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

G. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

H. Right to Audit. City shall be entitled to rely upon the accuracy and completeness of the information furnished by Company in connection with any payment under this Franchise. City reserves the right to audit, at City's election, all of Company's records relating to the delivery of services under this Franchise and the calculation of amounts due to the City thereunder. Atmos Energy agrees to retain such records for a minimum of five (5) years following delivery of the services reflected therein. City agrees that it will exercise the right to audit only at reasonable hours. Any payment made or provided during the course of performance of this Franchise shall be subject to City's rights as may be disclosed by an audit under this subsection.

SECTION 9. DEFAULT AND FORFEITURE. In the event Atmos Energy fails or refuses to correct a defect, impairment, or substandard condition after written notice by the City and such failure has continued for longer than thirty (30) days from the date the notice was received by Company, the City shall have the right to file a claim through the Company's claims department. The City shall notify Company, in writing, of an alleged failure to comply with a material provision of this Franchise, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or, subject to acceptance by the City, state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, such default shall entitle the City to compel compliance by suit in any court of competent

jurisdiction and upon final judgment not subject to further appeal being entered in favor of the City, City may declare this Franchise to be forfeited and cancelled. Prior to a decision from such court, the Company shall have the right to operate its facilities pursuant to the provisions of this Franchise.

Atmos Energy agrees that if, for any reason other than an event force majeure, the Company fails to pay the regularly scheduled franchise fees as provided in this Franchise within thirty (30) days following written notice from the City that the Company has failed to make payment, such failure shall be sufficient to permit the City to forfeit this Franchise without court action. For the purpose of this section, an event of force majeure means any event or circumstance or combination of events or circumstances beyond the reasonable control of the Company that materially and adversely affect Company or its performance of its obligations under or pursuant to this Franchise including but not limited to an act of God, act of civil or military authority, act of war (whether declared or undeclared), act (including delay, failure to act, or priority) of any governmental authority (including the City); epidemic, pandemic, civil disturbance, insurrection or riot, sabotage, fire, inclement weather conditions, earthquake, flood, strike, work stoppage or other labor difficulty, embargo, or other failure or delay beyond Atmos Energy's reasonable control. The Company's financial inability to perform shall expressly be excluded from force majeure events. In the event that any of the above force majeure circumstances prevent the timely payment of franchise fees, the Company shall notify City within five (5) business days.

SECTION 10. CONFORMITY TO LAWS AND REGULATIONS.

A. Applicable Laws. This Franchise is subject to applicable provisions of the Constitution and Laws of the United States of America and the State of Texas. This Franchise shall in no way affect or impair the rights, obligations, or remedies of the parties under the Public Utility Regulatory Act of Texas, as it may be amended from time to time. Except as expressly provided herein, Atmos Energy shall not recover costs or expenses directly from the City (exclusive of charges related to the City's billings as a customer) for taking any actions mandated by this Franchise or by any order or request issued by authority of this Franchise.

B. Reservation of Right to Adopt Rules and Regulations. The City reserves the right to adopt, in addition to the provisions included in this Franchise, such additional reasonable regulations as it shall find necessary with respect to governing the use of its Public Rights-of-Way, provided, however, that such regulations are not in conflict with the privileges granted by this Franchise.

SECTION 11. ACCEPTANCE OF FRANCHISE: In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by the City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void. When this franchise

EXHIBIT "A"

[Ordinance No. 542-94 – Original Franchise Agreement]

ORDINANCE NO: 542-94

AN ORDINANCE GRANTING TO LONE STAR GAS COMPANY, A DIVISION OF ENSERCH CORPORATION, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS, FOR THE TRANSPORTING, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; AND PROVIDING THAT IT SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

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

SECTION 1: That the City of Glenn Heights, Texas, hereinafter called "City", hereby grants to Lone Star Gas Company, a Division of ENSERCH CORPORATION, hereinafter called "Company," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public places, public thoroughfares, and grounds of City for the purpose of laying, maintaining, constructing, operating, and replacing therein and thereon pipelines and all other appurtenant equipment needed and necessary to deliver gas in, out of, and through said City and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, said consent being granted for a term of twenty-five (25) years from and after the effective date of this ordinance.

SECTION 2: Company shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment so as to interfere as little as possible with traffic and shall promptly clean up and restore to approximate original condition all thoroughfares and other

surfaces which it may disturb. The location of all mains, pipes, laterals, and other appurtenant equipment shall be fixed under the supervision of the City or an authorized agent appointed by said City.

When the Company is required to relocate its mains, laterals, and other facilities to accommodate construction, and the relocation is the result of construction or improvement to the Federal-Aid System (or any successor thereto), and Company is eligible for reimbursement for its costs and expenses incurred as a result of such construction and improvement from the Federal Government, the County Government, or the State of Texas, as permitted by law pursuant to any reimbursement program, and City requests reimbursement for costs and expenses incurred as a result of such construction or improvement, Company costs and expenses shall be included within any such application for reimbursement, provided that Company submits the appropriate documentation to City prior to such application. City shall make a reasonable effort to provide sufficient notice to the Company to allow the submittal of appropriate cost information to the City.

SECTION 3: When Company shall make or cause to be made excavations or shall place obstructions in any street, alley, or other public place, the public shall be protected by barriers and lights placed, erected, and maintained by Company; and in the event of injury to any person or damage to any property by reason of Company's construction, operation, or maintenance of the gas distribution plant or system of Company, Company shall indemnify and keep harmless City from any and all liability in connection therewith.

SECTION 4: In addition to the rates charged for gas supplied, Company may make and enforce reasonable charges, rules and regulations for service rendered in the conduct of its business including a charge for services rendered in the inauguration of natural gas service, and may require, before furnishing service, the execution of a contract therefor. Company shall have the right to contract with each customer with reference to the installation of, and payment for, any and all of the gas piping from the connection thereof with

the Company's main in the streets or alleys to and throughout the customer's premises. Company shall own, operate and maintain all service lines, which are defined as the supply lines extending from the Company's main to the customer's meter where gas is measured by Company. The customer shall own, operate, and maintain all yard lines and house piping. Yard lines are defined as the underground supply lines extending from the point of connection with Company's customer meter to the point of connection with customer's house piping.

SECTION 5: Company shall not be required to extend mains on any street more than one hundred feet (100') for any one customer of gas; provided that no extension of mains is required if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

SECTION 6: Company shall be entitled to require from each and every customer of gas, before gas service is commenced, a deposit in an amount calculated pursuant to the Company's Quality of Service Rules as may be in effect during the term of this franchise. Said deposit shall be retained and refunded in accordance with such Quality of Service Rules and shall bear interest, as provided in Tex. Rev. Civ. Stat. Ann. art. 1440a as it may be amended from time to time. Company shall be entitled to apply said deposit, with accrued interest, to any indebtedness owed Company by the customer making the deposit.

SECTION 7: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of furnishing gas for light, heat, and power to and for City and the inhabitants thereof. Provided, however, City shall not grant more favorable conditions, including franchise fee, to any other gas utility franchisee than are herein granted to Company.

SECTION 8: Company, its successors and assigns, agree to pay and City agrees to accept, on or before the 1st day of

April, 1995, a sum of money which shall be equivalent to the sum of (i) two percent (2%) of the gross receipts received by Company from the sale of gas to its residential and commercial customers within the corporate limits of said City (expressly excluding governmental accounts and receipts derived from sales of gas to all other classes of customers in said City) from January 1, 1994, through, and including, October 31, 1994, and (ii) four percent (4%) of the gross receipts received by Company from the sale of gas to its residential and commercial customers within the corporate limits of said City (expressly excluding governmental accounts and receipts derived from sales of gas to all other classes of customers in said City) from November 1, 1994, through, and including, December 31, 1994. Such payment shall be for the rights and privileges herein granted to Company for the period January 1 through December 31, 1995. Company, its successors and assigns, agree to pay and City agrees to accept, on or before the 1st day of April, 1996, and on or before the same day of each succeeding year during the life of this franchise, the last payment being made on the 1st day of April, 2019, a sum of money which shall be equivalent to four percent (4%) of the gross receipts received by Company from the sale of gas to its residential and commercial customers within the corporate limits of said City (expressly excluding governmental accounts and receipts derived from sales to all other classes of customers in said City) during the preceding calendar year, which annual payment shall be for the rights and privileges herein granted to Company, including expressly, without limitation, the right to use the streets, alleys, and public ways of said City. Such payment for the rights and privileges herein provided shall be for the period January 1 through December 31, 1996, and each succeeding payment shall be for the period January 1 through December 31 of the respective year in which the payment is made. It is also expressly agreed that the aforesaid annual payments shall be in lieu of any and all other and additional occupation taxes, easement, and franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), in lieu of municipal license and inspection fees, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and

rentals of whatsoever kind and character which City may now impose or hereafter levy and collect, excepting only the usual general or special ad valorem taxes which City is authorized to levy and impose upon real and personal property. Should City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges.

In order to determine the gross receipts received by Company from the sale of gas to residential and commercial customers within the corporate limits of City, Company agrees that on the same date that payments are made, as provided in the preceding paragraph of this Section 8, it will file with the City Secretary a sworn report showing the gross receipts received from the sale of gas to its residential and commercial customers within said corporate limits during the calendar year preceding the date of payment. City may, if it sees fit, have the books and records of Company examined by a representative of said City to ascertain the correctness of the sworn reports agreed to be filed herein.

SECTION 9: When this franchise ordinance shall have become effective, all previous ordinances of said City granting franchises for gas distribution purposes which were held by Company shall be automatically cancelled and annulled, and shall be of no further force and effect.

SECTION 10: In order to accept this franchise, Company must file its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by said City. If this franchise ordinance is not accepted by Company within sixty (60) days, the franchise ordinance shall be rendered null and void.

SECTION 11: This ordinance shall become effective on November 1, 1994, provided that prior to November 1, 1994, Company's written acceptance is filed with the City. If

Company's written acceptance is filed with City after November 1, 1994, this ordinance shall become effective on the date Company's written acceptance is filed with the City.

PASSED AND APPROVED on this the 17th day of October, A.D. 1994.

ATTEST:

Othel Murphy
City Secretary

Michael Buzott
Mayor
City of Glenn Heights, Texas

STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF GLENN HEIGHTS §

I, Othel Murphree, City Secretary of the City of Glenn Heights, Dallas County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Glenn Heights, Texas, at a regular session, held on the 17th day of October, 1994, as it appears of record in the Minutes in Book _____, page _____.

WITNESS MY HAND AND SEAL OF SAID CITY, this the 17th day of October, A. D. 1994.

Othel Murphree
City Secretary
City of Glenn Heights, Texas

EXTRACT FROM THE MINUTES OF
THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS

The City Council of the City of Glenn Heights, Dallas County, Texas, convened in regular session on the 17th day of October, 1994, at 7:33 P.M. with the following persons present:

- Mayor: Michael Burgett
- Council Members: Jane Johnson
Rich Mayer
Jesus Humphrey
Eric Brown
Jerry Lemons
- Absent: Low Biles

A quorum being present, came on to be read and considered Ordinance No. 542-94 granting to Lone Star Gas Company, a Division of ENSERCH CORPORATION, a Texas corporation, a franchise to furnish and supply natural gas to the general public in the City of Glenn Heights, Texas, for the transporting, delivery, sale and distribution of gas in, out of, and through said municipality for all purposes. On motion made by Councilman Lemons and seconded by Councilman Brown which carried unanimously, the City Council voted the passage of the Ordinance and to record same at length in these minutes.

STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF GLENN HEIGHTS §

I, Othel Murphree, City Secretary of the City of Glenn Heights, Texas, do hereby certify that the above and foregoing is a true and correct copy of the proceedings of the City Council of the City of Glenn Heights, Texas, at a regular session, held on the 17th day of October, 1994, in connection with the passage and adoption of Ordinance No. 542-94 granting a franchise to Lone Star Gas Company and that the same is of record in Book _____, page _____ of the Minutes of the

WITNESS MY HAND AND SEAL OF SAID CITY, this the 17th day of October, A.D. 1994.

Othel Murphree
City Secretary
City of Glenn Heights, Texas

EXHIBIT "B"
[Ordinance No. 736-02 – Amending Franchise Ordinance]

ORDINANCE NO 736-02

AN ORDINANCE AMENDING THE EXISTING GAS FRANCHISE BETWEEN THE CITY AND TXU GAS COMPANY, TO PROVIDE FOR A DIFFERENT CONSIDERATION AND TO AUTHORIZE THE LEASE OF FACILITIES WITHIN THE CITY'S RIGHTS-OF-WAY; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY TXU GAS COMPANY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, TXU Gas Company (hereinafter called "TXU Gas") is, through its TXU Gas Distribution division, engaged in the business of furnishing and supplying gas to the general public in the City, including the transportation, delivery, sale, and distribution of gas in, out of, and through the City for all purposes, and is using the public streets, alleys, grounds and rights-of-ways within the City for that purpose under the terms of a franchise ordinance heretofore duly passed by the governing body of the City and duly accepted by TXU Gas; and

WHEREAS, the City and TXU Gas desire to amend said franchise ordinance to provide for a different consideration and to authorize the lease of facilities within the City's rights-of-way;

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

SECTION 1: The existing gas franchise ordinance between the City and TXU Gas Company is amended as follows:

- A. Effective January 1, 2002, the consideration payable by TXU Gas for the rights and privileges granted to TXU Gas by the franchise ordinance heretofore duly passed by the governing body of this City and duly accepted by TXU Gas is hereby changed to be four percent (4%) of the Gross Revenues, as defined in Section 1.B. below, received by TXU Gas.
- B. "Gross Revenues" shall mean all revenue derived or received, directly or indirectly, by the Company from or in connection with the operation of the System within the corporate limits of the City and including, without limitation:
 - (1) all revenues received by the Company from the sale of gas to all classes of customers within the City;

- (2) all revenues received by the Company from the transportation of gas through the pipeline system of Company within the City to customers located within the City;
- (3) the value of gas transported by Company for Transport Customers through the System of Company within the City ("Third Party Sales"), with the value of such gas to be reported by each Transport Customer to the Company, provided, however, that should a Transport Customer refuse to furnish Company its gas purchase price, Company shall estimate same by utilizing TXU Gas Distribution's monthly industrial Weighted Average Cost of Gas, as reasonably near the time as the transportation service is performed; and
- (4) "Gross revenues" shall include:
 - (a) other revenues derived from the following 'miscellaneous charges':
 - i. charges to connect, disconnect, or reconnect gas within the City;
 - ii. charges to handle returned checks from consumers within the City;
 - iii. such other service charges and charges as may, from time to time, be authorized in the rates and charges on file with the City; and
 - iv. contributions in aid of construction" ("CIAC");
 - (b) revenues billed but not ultimately collected or received by the Company; and,
 - (c) gross receipts fees.
- (5) "Gross revenues" shall not include:
 - (a) the revenue of any Person including, without limitation, an affiliate, to the extent that such revenue is also included in Gross Revenues of the Company;
 - (b) sales taxes; and
 - (c) any interest income earned by the Company; and

- (d) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

C. Calculation and Payment of Franchise Fees Based on CIAC

- (1) The franchise fee amounts based on "Contributions in aid of Construction" ("CIAC") shall be calculated on an annual calendar year basis, i.e., from January 1 through December 31 of each calendar year.
- (2) The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year.

D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by TXU Gas

- (1) If TXU Gas should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by TXU Gas to City pursuant to this Ordinance shall be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City.
- (2) The provisions of this Subsection D apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, including without limitation the timing of such payments.

E. TXU Gas Franchise Fee Recovery Tariff

- (1) TXU Gas may file with the City a tariff amendment(s) to provide for the recovery of the franchise fees under this amendment.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of TXU Gas' rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of TXU Gas' franchise fees is an issue, the City will take an

affirmative position supporting 100% recovery of such franchise fees by TXU Gas and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by TXU Gas.

- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by TXU Gas.

- F. Lease of Facilities Within City's Rights-of-Way. TXU Gas shall have the right to lease, license or otherwise grant to a party other than TXU Gas the use of its facilities within the City's public rights-of-way provided: (i) TXU Gas first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) TXU Gas makes the franchise fee payment due on the revenues from such lease pursuant to Sections I.A. and I.B. of this Ordinance. This authority to Lease Facilities Within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

SECTION 2: In all respects, except as specifically and expressly amended by this ordinance, the existing effective franchise ordinance heretofore duly passed by the governing body of the City and duly accepted by TXU Gas shall remain in full force and effect according to its terms until said franchise ordinance terminates as provided therein.

SECTION 3: This ordinance shall take effect upon its final passage and TXU Gas' acceptance. TXU Gas shall, within thirty (30) days from the passage of this ordinance, file its written acceptance of this ordinance with the Office of the City Secretary in substantially the following form:

To the Honorable Mayor and City Council:

TXU Gas Distribution, a division of TXU Gas Company, acting by and through the undersigned authorized officer, hereby accepts in all respects, on this the 23rd day of December, 2002, Ordinance No. 136-02 amending the current gas franchise between the City and TXU Gas and the same shall constitute and be a binding contractual obligation of TXU Gas and the City.

TXU Gas Distribution
A division of TXU Gas Company

By [Signature]
Vice President

SECTION 4. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF Glenn Heights, TEXAS, this the 21 day of October, 2002, at which meeting a quorum was present and voting..

[Signature]
Mayor

ATTEST:

[Signature]
City Secretary



APPROVED AS TO FORM:

City Attorney



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: March 2, 2021

SUBJECT

The City Council will hear a Specific Use Permit request by Matthew Smith on behalf of Vaquero Ventures for the construction of a gas station and subsequent sale of off-premise consumables.

REPORT IN BRIEF

Discuss and first reading of Ordinance O-02-21, 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 of an approximately 5.499 acres tract of land situated in the JP Woolsey Survey, Abstract No. 1135 and being generally located at the southwest corner of Ovilla Road and Uhl Road and being more particularly described and depicted in Exhibit "A" attached hereto, currently zoned Retail ("R"), by allowing a Specific Use Permit for the automobile service station (gas station) and convenience store uses thereon; providing a repealing clause; providing a severability clause; and providing for an effective date.

BACKGROUND / DISCUSSION

The subject property is zoned Retail and located at the southwest corner of Ovilla Road (FM 664) and Uhl Road, and shares property lines with a portion of the Glenn Heights/Red Oak city boundary. Though, both the parcels to the north and west are zoned retail, the property to the north is undeveloped and the property to the west was developed with a church that is now vacant. The parcels to the south and east are within the City of Red Oak.

The Zoning Ordinance defines a *gas station* as follows:

AUTOMOBILE SERVICE STATION (GAS STATION). Any building, land area or other premises, or portion thereof, used or intended to be used for the retail dispensing or sales of automobile fuels, lubricants, and automobile accessories, including those operations listed under “automobile repair, minor.” Vehicles, which are inoperative or are being repaired, may no remain parked outside an Automobile Service Station for a period greater than seven (7) days.

The Zoning Ordinance defines a convenience store as follows:

CONVENIENCE STORE. A retail establishment providing for the sale of consumable, 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.

Although gas stations and convenience stores are considered retail uses, the City’s Zoning Ordinance requires the Planning and Zoning Commission and City Council review and approve a Specific Use Permit for the development and/or occupancy of such a use on any property with the Retail zoning designation. In this case, the property is undeveloped, so the applicant is seeking approval of both the use and accompanying site plan and elevations.

CONCEPT PLAN REVIEW AND EVALUATION

The Development Review Committee met and performed Concept Plan review and evaluation with respect to the following:

- The Plan’s compliance with all provisions of the Zoning Ordinance and other ordinances of the City.
- The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.

- The relationship of the development to the base zoning standards in terms of harmonious design, façade treatment, setbacks, maintenance of property values, and any possible negative impacts.
- The provision of a safe and efficient vehicular and pedestrian circulation system.
- The coordination of streets so as to arrange a convenient system consistent with the Thoroughfare Plan of the City as adopted and amended.
- The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.
- The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.
- Protection and conservation of watercourses and areas that are subject to flooding.
- Consistency with the Comprehensive Master Plan of the City as adopted or amended.

COMPREHENSIVE PLAN ALIGNMENT

Staff has reviewed this application to determine its compatibility with the City's Future Land Use Map and Comprehensive Plan which designates this area as Retail:

Retail

Retail uses typically include establishments which provide merchandise for retail sale and may also include light commercial uses such as lodging and banks. Retail is located in areas with higher visibility and accessibility and contributes additional taxable revenue to the city's coffers through sales taxes generated. In Glenn Heights, retail areas may also include office space.

The proposed development aligns with that of a Retail Development.

FISCAL IMPACT

The City will collect sales taxes on all taxable products at the standard rate of 0.010000%.

PUBLIC CONTACT

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by January 22, 2021 and February 12, 2021. Notice was also published in a local newspaper on January 24, 2021 and February 14, 2021 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance. Additionally, the Planning and Zoning Commission held a public hearing on February 8, 2021.

RECOMMENDATIONS / ALTERNATIVES

Staff recommends approval of the proposed Specific Use Permit. On February 8, 2021, the Planning and Zoning Commission also recommended approval of the proposed SUP.

PREPARED BY

Miamauni Hines, Planner

REVIEWED BY

Marlon Goff, Director of Planning and Development Services

ATTACHMENTS

- I. Ordinance O-02-21

ORDINANCE O-02-21

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 OF AN APPROXIMATELY 5.499 ACRES TRACT OF LAND SITUATED IN THE JP WOOLSEY SURVEY, ABSTRACT NO. 1135 AND BEING GENERALLY LOCATED AT THE SOUTHWEST CORNER OF OVILLA ROAD AND UHL ROAD AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO, CURRENTLY ZONED RETAIL ("R"), BY ALLOWING A SPECIFIC USE PERMIT FOR AUTOMOBILE SERVICE STATION (GAS STATION) AND CONVENIENCE STORE USES THEREON; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Glenn Heights, Texas, has recommended the amendment of the Zoning Ordinance and Map of the City of Glenn Heights, Texas, by changing the zoning for an approximately 5.499 acres tract situated in the JP Woolsey Survey, Abstract No. 1135 and generally located at the southwest corner of Ovilla Road and Uhl Road and being more particularly described and depicted in Exhibit "A" attached hereto, currently zoned Retail ("R") by allowing a Specific Use Permit for Automobile Service Station (Gas Station) and Convenience Store uses thereon; 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 and Map be amended as described below;

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 granting a Specific Use Permit for an approximately 5.499 acres tract situated in the JP Woolsey Survey, Abstract No. 1135 and generally located at the southwest corner of Ovilla Road and Uhl Road and being more particularly described and depicted in Exhibit "A" attached hereto (the "Property"), currently zoned Retail ("R"), to be

used as an Automobile Service Station (Gas Station) and Convenience Store subject to Section 2, below.

SECTION 3. The Property shall be 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 amended, and, if developed and used for an Automobile Service Station and/or Convenience Store, shall be subject to the following special conditions:

1. The Specific Use Permit shall be specific to the owner/applicant Vaquero Ventures under the name 7-Eleven, and may not be transferred to another person, entity or location without the approval of the City Council of the City of Glenn Heights, Texas.
2. There must be general compliance with all applicable local and state laws regulating said business activity and license and all licenses applicable to the business operations in full force, effect and of good standing.
3. No service attendants, hawkers, peddlers, soliciting or attracting business from the exterior of the establishment or other outdoor activities is permitted.
4. The City's landscaping requirements shall be met prior to the issuance of the Certificate of Occupancy and shall comply with the landscape plan attached hereto as Exhibit B.
5. There may be no creation of a nuisance by unreasonable odor, noise, glare, litter or unsightly matter, and there must be general compliance with health and sanitation ordinances and state laws regulating said business activities.
6. No outdoor storage is permitted.
7. All development and use of the Property shall be in accordance with and shall comply with the Site Plan, attached hereto as Exhibit C, and incorporated herein for all purposes.
8. All development and use of the Property shall be in accordance with and shall comply with the elevations for the site/Property, attached hereto as Exhibit D and incorporated herein for all purposes.
9. The parking requirements for this property shall be as follows: one (1) space per two hundred (200) square feet of floor area, plus one (1) parking space for each side of a gasoline pump unit. Adequate space shall be provided for waiting, stacking, and maneuvering automobiles for refueling.

10. The hours for the sale of beer and wine shall be from Monday-Friday 7 am to midnight, Saturday 7am to 1am on Sunday, and Sunday noon to midnight.
11. Any violations of the terms and conditions of the SUP shall render the same null and void without necessity of further hearing.

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 ordinances 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 GLENN HEIGHTS, TEXAS ON THIS THE ___ DAY OF _____ 2021.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(022521VWTm120846)

EXHIBIT A
[Survey/Boundary Description]

Drafter: ML
 Revision: 2020-08-20 | ML
 Revision: 2020-09-03 | JBN
 Revision:

NOTE REGARDING UTILITIES:
 Utility locations are per observed and sources listed below:
 DIG-TESS - ticket number(s) 2071834867.
 UTILITY MAP - provided by client.

LEGEND OF SYMBOLS

- air conditioner
- boothole
- cable tv
- electric meter
- fence or handrail
- fire dept. connection
- fire hydrant
- fire lane
- guard rail
- grease trap
- bollard
- grate inlet
- gas meter
- gas line
- utility pole anchor
- irrigation valve
- landscape or tree line
- landscape electric box
- landscape light
- light pole
- mailbox
- monitoring well
- overhead utility lines
- pool equipment
- road sign
- roof drain
- silt fence
- spot elevation
- sanitary sewer manhole
- sanitary sewer pipe
- storm water manhole
- storm water pipe
- telephoning manhole
- tank fill lid
- telephone riser
- traffic signal pole
- unknown manhole
- utility clean out
- utility cabinet
- utility vault
- utility markings (line color = color of markings)
- utility pole
- utility pole with riser
- utility sign
- water shutoff
- water valve
- water manhole
- water meter
- well
- water line
- one-foot contour lines
- tree trunk (with canopy)
- caliper inches at breast height
- ornamental tree
- multiple trunks
- Google 360 Hyperlink

NOTE - Some items may not pertain to this survey. The identification is subject to interpretation, verification may be required.

SURVEYOR'S NOTES:

1. Subject property's record description's error of closure, 0.0044'.
2. Zoning Survey Summary provided by Key Zoning Assessments, LLC, W5663 Castaway Drive, New Lisbon, WI 53950 (608) 565-3164, Site Number 2020.1478.3 Final, Dated: August 12, 2020.
3. The benchmark is a mag nail with a washer stamped "JPH BENCHMARK" set in a concrete curb of a concrete drive way on the east side of Uhl Road, approximately 230' south of the intersection of East Ovilla Road and Uhl Road. Benchmark Elevation = 618.61' (NAVD88). See Vicinity map for general location.
4. According to TXDOT PROJECT TRACKER, F.M. Highway No. 664 is listed as "Construction underway or begins soon." Project ID is 105101037 with a description of Widen Road - Add Lanes. Road way and sidewalk construction observed during the course of survey. City of Red Oak lists Uhl Road as a Proposed Minor Arterial (100' ROW) in its Comprehensive Plan (LINK). According to Mia Hines, Planner for Glenn Heights (miamia.hines@glennheightstx.gov), Uhl Road is under City of Red Oak's jurisdiction.
5. The surveyed property lies at the southwest corner of the intersection of F.M. Highway No. 664 (Ovilla Rd.) and Uhl Rd.
6. No evidence of building construction or building additions were observed at the time of this survey.

[CLICK HERE FOR COMPLETE ZONING REPORT](#)

ZONING REQUIREMENTS
 R (RETAIL)

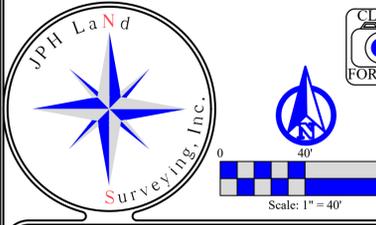
Development Regulations	
Regulation	Requirement
Setbacks	
Building Front Side	30 feet minimum 20 feet minimum, except where abutting residential 25 feet for one story building plus 1 foot for every 1 foot of height above one story
Rear	20 feet minimum, except where abutting residential 25 feet for one story building plus 1 foot for every 1 foot of height above one story
Height	
Principal Building(s)	2 stories, 35 feet maximum
Site Area	
Lot Area	43,560 square feet minimum
Lot Width	100 feet minimum
Lot Depth	100 feet minimum
Density	
Floor Area Ratio	1:1 maximum
Building Coverage	50 percent maximum
Parking	
Parking Formula	Commercial use: 1 space per 250 square feet of floor area minimum

UTILITY WARNING
 811 or other similar utility locate requests (DIG-TESS) may be ignored or result in an incomplete response, in which case utilities may not have been marked, or not completely marked, at the time the fieldwork was performed for this survey. Therefore, other utilities may exist which are not shown on this survey. With regard to Table A, item 11 *(if addressed), source information from plans and markings have been combined with observed evidence of utilities pursuant to Section 5 E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Where additional or more detailed information is required, excavation and/or a private utility locate request may be necessary.

FLOOD ZONE CLASSIFICATION
 This property lies within ZONE(S) X of the Flood Insurance Rate Map for Ellis County, Texas and Incorporated Areas, map no. 48139C0075F, dated 2013/06/03, via sealed map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.

MONUMENTS / DATUMS / BEARING BASIS
 Monuments are found if not marked MNS or CRS.
 CRS = 1/2" rebar stamped "JPH Land Surveying" set
 MNS = Mag nail & washer stamped "JPH Land Surveying" set
 TBM = Site benchmark (see vicinity map for general location)
 Vertex or common point (not a monument)
 Coordinate values, if shown, are US.SyFt./TxCS/'83,NCZ Elevations, if shown, are NAVD88
 Bearings are based on grid north (TxCS/'83,NCZ)
 TYPE I = TxDOT Right of Way tapered concrete monument.
 TYPE II = TxDOT Right of Way bronze cap in concrete.
 TYPE III = TxDOT Right of Way aluminum cap.

LEGEND OF ABBREVIATIONS
 US.SyFt. United States Survey Feet
 TxCS/'83,NCZ Texas Coordinate System of 1983, North Central Zone
 NAVD88 North American Vertical Datum of 1988
 P.R.E.C.T. Plat Records of Ellis County, Texas
 O.P.R.E.C.T. Official Public Records of Ellis County, Texas
 D.R.E.C.T. Deed Records of Ellis County, Texas
 VOL/PAGE/INST# Volume/Page/Instrument Number
 POB/POC Point of Beginning/Point of Commencing
 ESMT/BL Easement/Building Line



JPH Job/Drawing No. (see below)
 2020.022.030 E.Ovilla Road & Uhl Road, Glenn Heights, TX - ALTA.dwg
 © 2020 JPH Land Surveying, Inc. - All Rights Reserved
 785 Lonesome Dove Trail, Hurst, Texas 76054
 Telephone (817) 431-4971 www.jphlandsurveying.com
 TBPELS Firm #10019500 #10194073 #10193867
 DFW | Austin | West Texas

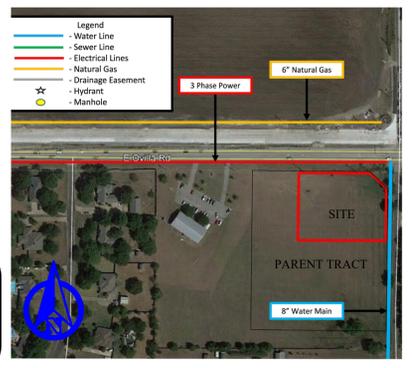
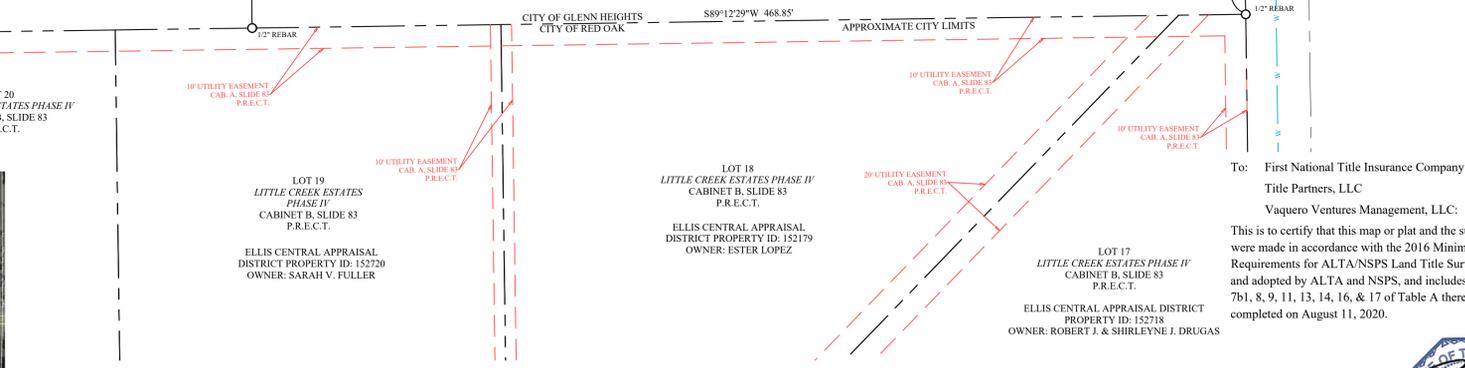
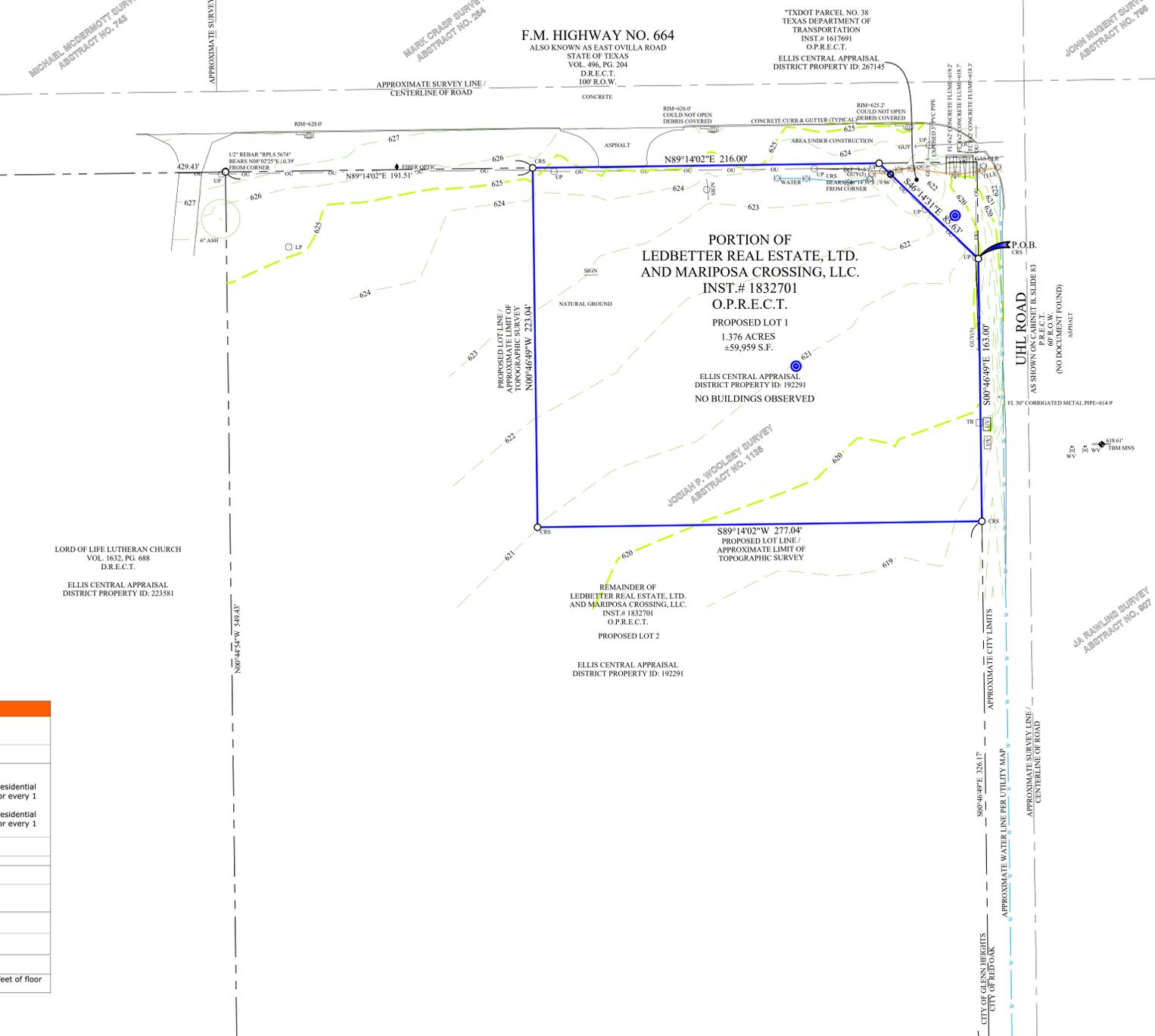


EXHIBIT "A"



TITLE COMMITMENT NOTES:

This survey was performed with the benefit of a title commitment provided by Fidelity National Title Insurance Company, G# 2401656T, effective May 31, 2020, and issued June 11, 2020. Complete copies of the record description of the property, any record easements benefiting the property, the record easements or servitudes affecting the property ("Record Documents"), documents of record referred to in the Record Documents, and any other documents containing desired appropriate information affecting the property being surveyed and to which the survey shall make reference were not provided to this surveyor for notation on the survey **except for those items listed within Schedule B of said commitment.** Therefore, easements, agreements, or other documents, either recorded, or unrecorded may exist that affect the subject property that are not shown on this survey.

The following Schedule B items were addressed according to the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys Section 6(c)(ii).

Schedule B Exemption #	Recording Information	Label (Grid Location (see edge of sheet for grid values))	Shown on the survey, lies within or touches the surveyed property	Not shown on the survey	(a) the location could not be determined from the record document	(b) no observed evidence, at the time of the fieldwork	(c) blanket description covering all or a portion of the surveyed property	(d) in not on, or does not touch the surveyed property	(e) limits access to an otherwise existing right of way	(f) the document is illegible	(g) may have been released or terminated
10.e	Southwestern Bell Telephone Company Permanent Easement Vol. 306, Pg. 207, D.R.E.C.T.			X							
10.e	Southwestern Bell Telephone Company Permanent Easement Vol. 422, Pg. 364, D.R.E.C.T.			X	X						
10.e	Southwestern Bell Telephone Company Permanent Easement Vol. 494, Pg. 483, D.R.E.C.T.			X				X			
10.f	Texas Power & Light Company Right-of-Way Easement Vol. 456, Pg. 554, D.R.E.C.T.			X	X						
10.f	Texas Power & Light Company Right-of-Way Easement Vol. 516, Pg. 490, D.R.E.C.T.			X	X						
10.g	Perpetual Easement Vol. 620, Pg. 424, D.R.E.C.T.			X				X			
10.g	Perpetual Easement Vol. 620, Pg. 426, D.R.E.C.T.			X				X			

[CLICK HERE FOR DESCRIPTION IN WORD FORMAT](#)

SURVEY DESCRIPTION:

Written to describe a portion of a tract. FIELD NOTES to that certain tract situated in the Josiah P. Woolsey Survey, Abstract Number 1135, City of Glenn Heights, Ellis County, Texas, said tract being a portion of the tract described in the deed to *Ledbetter Real Estate, LTD, and Mariposa Crossing, LLC*, recorded under Instrument Number 1832701, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.); the subject tract is more particularly described as follows (Bearings are based on Grid North per the Texas Coordinate System of 1983, North Central Zone):

Beginning at a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the most easterly northeast property corner of the said Ledbetter tract, same being the west right-of-way line of Uhl Road, being a 60 foot right-of-way, as shown on plat of Little Creek Estates, Phase IV, as recorded in Cabinet B, Slide 83, Plat Records, Ellis County, Texas, said **POINT OF BEGINNING** being the south corner of a tract described as "TXDOT Parcel No. 38" in the deed to *The State of Texas*, as recorded under Instrument Number 1617691, O.P.R.E.C.T.;

THENCE SOUTH 00° 46' 49" EAST, with the east property line of the said Ledbetter tract and with the said right-of-way line, a distance of 163.00 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";

THENCE departing the said property line and the said right-of-way line, the following courses and distances:

1. SOUTH 89° 14' 02" WEST, a distance of 277.04 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";
2. NORTH 00° 46' 49" WEST, a distance of 223.04 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set on the north property line of the said Ledbetter tract, being on the monumented south right-of-way line of F.M. Highway No. 664, also known as East Ovilla Road, being a 100 foot right-of-way, being dedicated in part to the *State of Texas*, as recorded in Volume 496, Page 204, O.P.R.E.C.T., from which a 1/2 inch capped rebar stamped "RPLS 4486" found at the northwest property corner of the tract described in the deed to *Lord of Life Lutheran Church*, recorded under Volume 1632, Page 688, O.P.R.E.C.T. bears SOUTH 89° 14' 02" WEST, a distance of 429.43 feet;

THENCE NORTH 89° 14' 02" EAST, with the said property line and with the said right-of-way line, a distance of 216.00 feet to the most northerly northeast property corner of the Ledbetter tract, same being the northwest corner of the aforementioned "TXDOT Parcel No. 38";

THENCE SOUTH 46° 14' 31" EAST, departing the said property line and the said right-of-way line, with the southwest line of "TXDOT Parcel No. 38", a distance of 85.63 feet returning to the **POINT OF BEGINNING** and enclosing 1.376 acres (±59,959 square feet).

To: First National Title Insurance Company
 Title Partners, LLC
 Vaquero Ventures Management, LLC;
 This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6a, 7a, 7b1, 8, 9, 11, 13, 14, 16, & 17 of Table A thereof. The fieldwork was completed on August 11, 2020.

Jose B. Najario III
 Registered Professional
 Land Surveyor No. 6736
 jose@jphs.com
 August 13, 2020



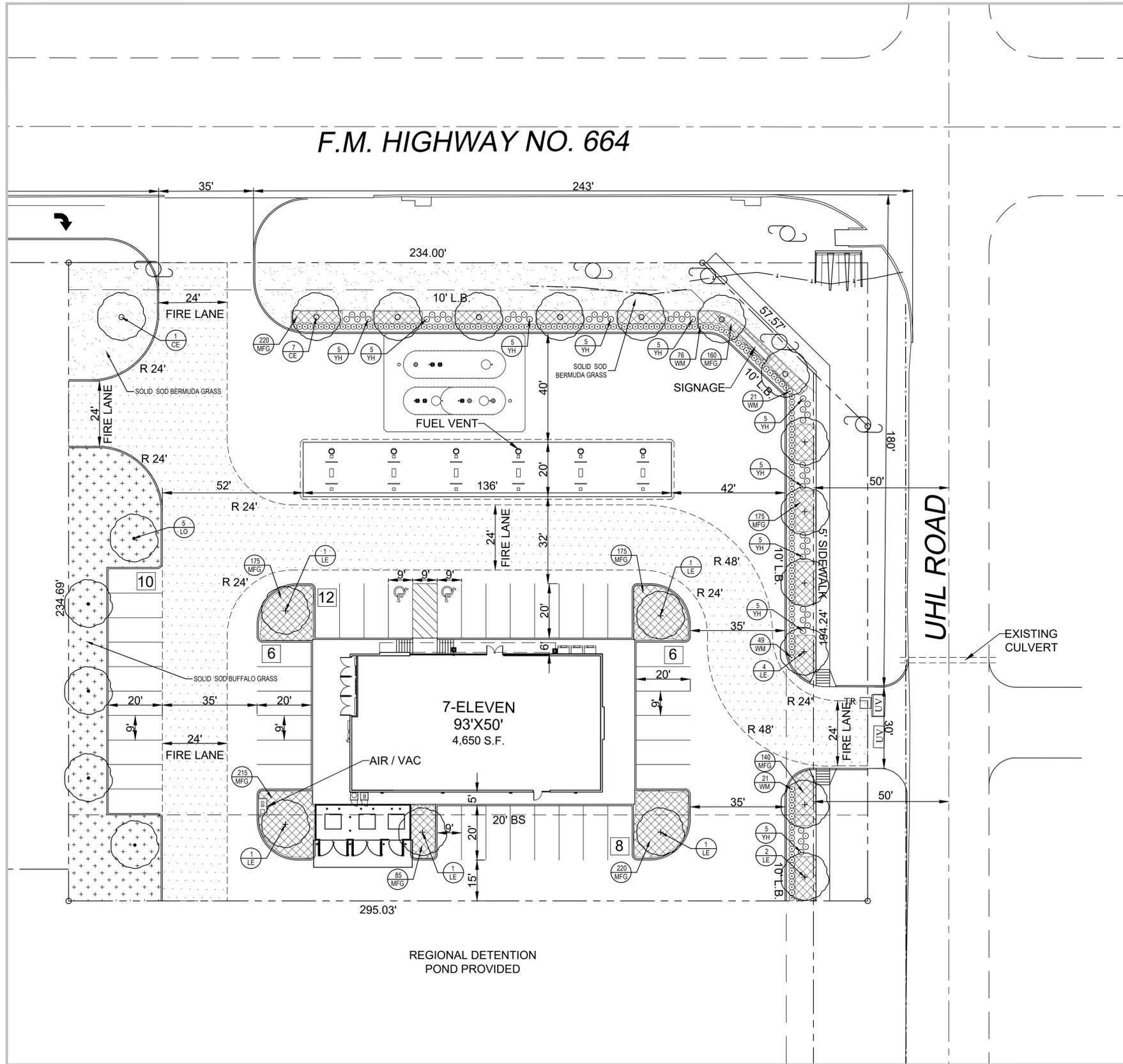
Revised: August 20, 2020 add bearings and distances.
 Revised: September 03, 2020 to address all Title Commitment documents.

VICINITY MAP
 NOT TO SCALE

ALTA / NSPS LAND TITLE SURVEY
1.376 ACRES
 SITUATED IN THE
JOSIAH P. WOOLSEY SURVEY
ABSTRACT NO. 1135
 CITY OF GLENN HEIGHTS
 ELLIS COUNTY, TEXAS
 ADDRESS: NO ADDRESS LISTED (CENTRAL APPRAISAL DISTRICT)

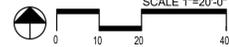
EXHIBIT B
[Landscape Plan]

EXHIBIT "B"



REGIONAL DETENTION POND PROVIDED

01 PRELIMINARY LANDSCAPE PLAN



LANDSCAPE TABULATIONS

INTERIOR LANDSCAPE
 REQUIREMENT: A MINIMUM 20% OF THE TOTAL LOT AREA TO BE INTERIOR LANDSCAPE AREA

TOTAL LOT AREA - 63,710 SF

REQUIRED: 12,742 SF (20%) PROVIDED: 13,068 SF (21%)

REQUIREMENT: A MINIMUM 1 SHADE TREE PER 10,000 SF OF TOTAL LOT AREA

REQUIRED: 6 SHADE TREES PROVIDED: 6 SHADE TREES

PERIMETER LANDSCAPE
 REQUIREMENT: A MINIMUM 10' WIDE LANDSCAPE BUFFER SHALL BE PROVIDED ALONG STREET FRONTAGE

REQUIRED: 10' WIDE LANDSCAPE BUFFER PROVIDED: 10' WIDE LANDSCAPE BUFFER

REQUIREMENT: A MINIMUM OF 1 SHADE TREE AND 10 SHRUBS PER 35 LF OF STREET FRONTAGE SHALL BE PROVIDED

EAST OVILLA ROAD - 292 LF
 REQUIRED: 8 SHADE TREES PROVIDED: 8 SHADE TREES
 83 SHRUBS 122 SHRUBS

UHL ROAD - 194 LF
 REQUIRED: 6 SHADE TREES PROVIDED: 6 SHADE TREES
 55 SHRUBS 95 SHRUBS

PARKING LOT LANDSCAPE
 REQUIREMENT: A MINIMUM 15 SF OF PARKING LOT ISLAND LANDSCAPE AREA PER PARKING SPACE SHALL BE PROVIDED. A PARKING LOT ISLAND IS REQUIRED AT THE END OF EACH ROW OF PARKING. A MINIMUM 50% OF ALL PARKING LOT ISLANDS SHALL CONTAIN A MINIMUM OF 1 SHADE TREE WITH THE REMAINING AREA IN SHRUBS, GROUND COVER, GRASSES OR SEASONAL COLOR.

TOTAL PARKING SPACES: 42 PARKING SPACES
 REQUIRED: 630 SF PROVIDED: 630 SF
 7 PARKING LOT ISLANDS 7 PARKING LOT ISLANDS
 4 PLANTED ISLANDS 5 PLANTED ISLANDS

GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
- CONTRACTOR SHALL PROVIDE (1) ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL, 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

PLANT NOTES

- THIS PRELIMINARY LANDSCAPE PLAN IS FOR PLANNING PURPOSES ONLY.
- THIS PRELIMINARY LANDSCAPE PLAN MUST BE REVIEWED BY ALL GOVERNING JURISDICTIONS FOR COMPLIANCE.
- ALL EXISTING CONDITIONS MUST BE VERIFIED.
- ALL MEASUREMENTS ARE ESTIMATED.

PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	8	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	B&B, 12' ht., 4' spread, 5' clear straight trunk
LE	11	Lacebark Elm	<i>Ulmus parvifolia</i>	3" cal.	14' ht., 6' spread, 5' clear straight trunk
LO	5	Live Oak	<i>Quercus virginiana</i>	3" cal.	14' ht., 6' spread, 5' clear straight trunk
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
MFG	1,480	Mexican Feather Grass	<i>Nassella tenuissima</i>	1 gal.	container grown, 18" ht., 12" spread, 18" o.c., well rooted
WM	167	Wax Myrtle	<i>Myrica cerifera</i>	5 gal.	container grown, 30" ht., 24" spread
YH	50	Yaupon Holly	<i>Ilex vomitoria</i>	5 gal.	container grown, 24" ht., 24" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
		'419' Bermudagrass	<i>Cynodon dactylon</i> '419'	sod	solid sod refer to notes
		Buffalograss	<i>Bouteloua dactyloides</i>	sod	solid sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

DEVELOPER
 VAQUERO VENTURES, LLC
 W.A. LANDRETH
 3211 W. 4TH STREET
 FORT WORTH, TX 76107
 (817) 228-5268

LANDSCAPE ARCHITECT
 STUDIO GREEN SPOT, INC.
 1784 W. McDERMOTT DR.
 SUITE 110
 ALLEN, TEXAS 75013
 (469) 369-4448
 CHRIS@STUDIOGREENSPOT.COM

PRELIMINARY LANDSCAPE PLAN
 FOR REVIEW ONLY
 ISSUED

02-17-2021
 These documents are
 NOT FOR PERMITTING OR CONSTRUCTION.
 They were prepared by
 or under the supervision of:
 Chris Tronzano Tx. Lic. #2042
 Studio Green Spot, Inc.

7-ELEVEN

EAST OVILLA ROAD & UHL ROAD
 GLENN HEIGHTS, TEXAS, 75154

ISSUE:
 FOR REVIEW 02.17.2021

DATE:
 02.17.2021

SHEET NAME:
 PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER:

L.1

EXHIBIT C
[Site Plan]

PRELIMINARY SITE PLAN

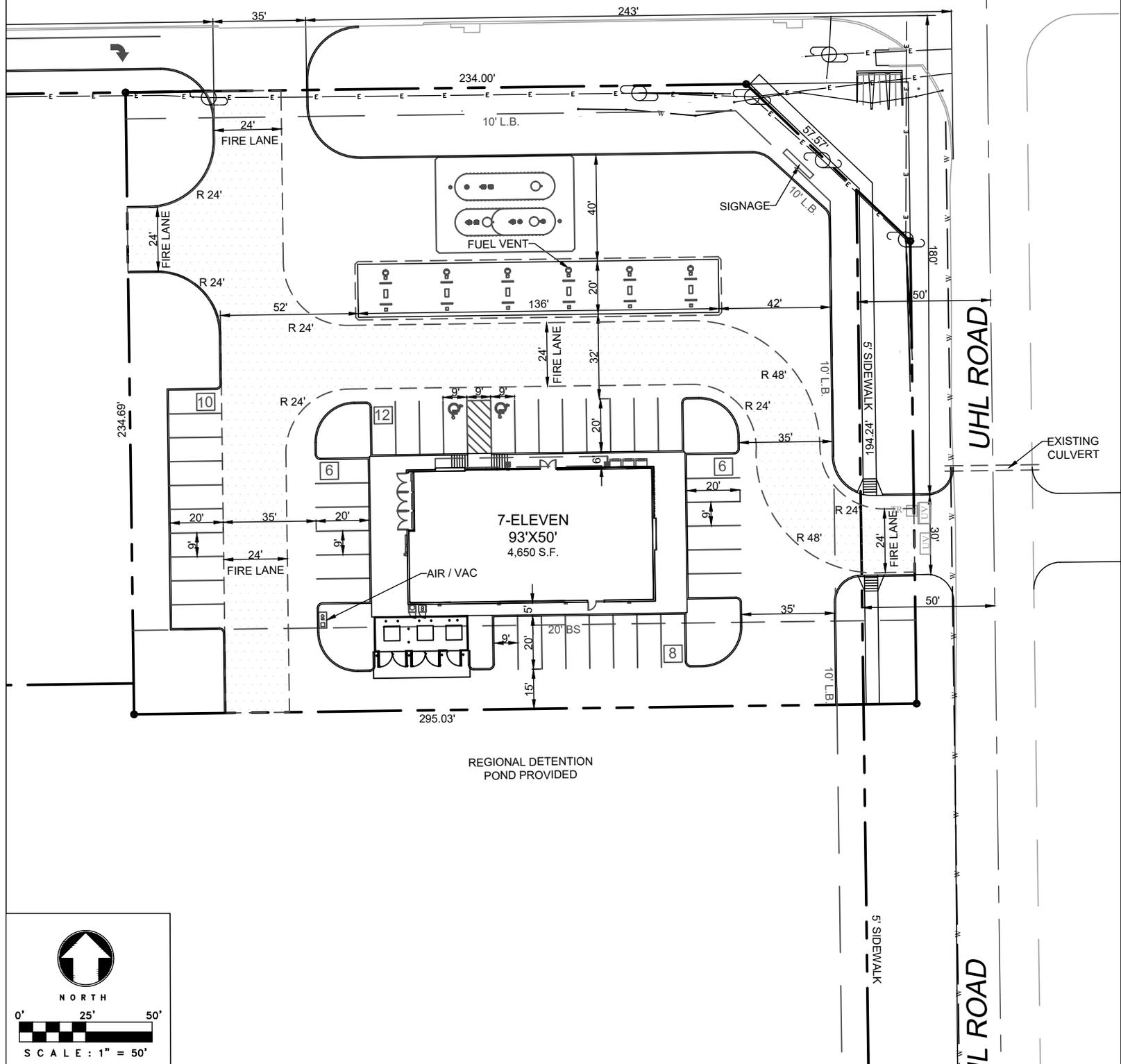
GLENN HEIGHTS, TEXAS
EAST OVILLA ROAD

- NOTES:
1. THIS PRELIMINARY SITE PLAN IS FOR PLANNING PURPOSES ONLY.
 2. THIS PRELIMINARY SITE PLAN MUST BE REVIEWED BY ALL GOVERNING JURISDICTIONS FOR COMPLIANCE.
 3. ALL EXISTING CONDITIONS MUST BE VERIFIED.
 4. ALL MEASUREMENTS ARE ESTIMATED.

PROTOTYPE:	7-ELEVEN	DEVELOPER	DESIGNER	DATE
BLDG SF:	4,650 SF	COMPANY: VAQUERO VENTURES	COMPANY: STUDIO GREEN SPOT	02-17-21
ACREAGE:	+/- 1.55 ACRES	NAME: W.A. LANDRETH	NAME: TOM TRONZANO	
PARKING SPACES:	42 SPACES	PHONE: 817-228-5268	PHONE: 469-990-0475	

EXHIBIT "C"

F.M. HIGHWAY NO. 664



REGIONAL DETENTION
POND PROVIDED

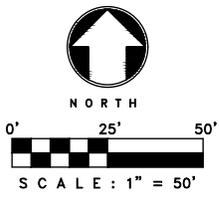
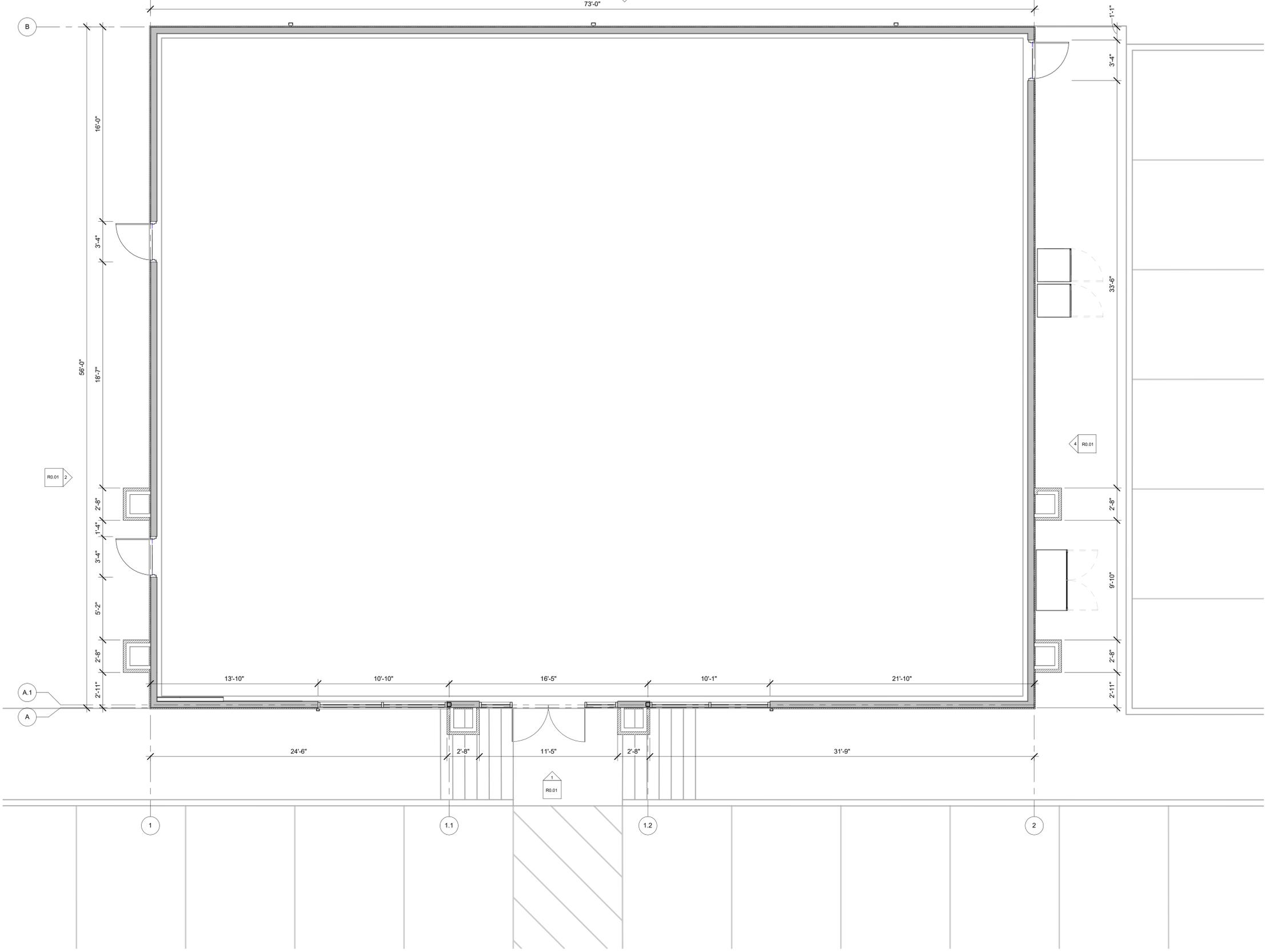


EXHIBIT D
[Elevations]

EXHIBIT "D"

8/24/2020 2:46:27 PM

xxxxx_Glen Heights_TX_A_R20_detached.rvt



1 SHELL PLAN
R0.00 1/4" = 1'-0"

Drawings & Specifications as instruments of service are & shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing & with appropriate compensation to the Architect.
 Contractor is responsible for confirming and correlating dimensions at job site. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

CLIENT NAME
 VAQUERO VENTURES
 2800 WINGATE ST STE 200
 FORT WORTH TX 76107

TENANT
 7-ELEVEN
 3200 HACKBERRY RD
 IRVING, TX 75063

MEP CONSULTANT
 BUF STUDIO
 702 SE 5TH STREET SUITE 30
 BENTONVILLE, AR 72712
 CONTACT: ANDREW FINNIGAN, P.E.
STRUCTURAL CONSULTANT
 MILLER ENGINEERING
 3827 S TIMBERCREEK AVE
 SUITE A
 SPRINGFIELD, MO 65807

PROTO:10/23/2019

7-ELEVEN STORE
 E. OVILLA RD. & UGH RD.
 GLENN HEIGHTS, TX

NOT FOR CONSTRUCTION

08/24/2020
Architect Name - RYAN FAUST
Architect Number - 25444

THE SEAL & SIGNATURE APPLY ONLY TO THE DOCUMENT TO WHICH THEY ARE AFFIXED & WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT.

REVISIONS	
NO.	DESCRIPTION

Drawing Size: 24 x 36
Project #: 20097
Drawn By: JME
Checked By: CCMB

Title:
 REVIEW BOARD SHELL PLAN

Sheet Number:
R0.00

Date: 08/24/2020 **Store #:** 1048296

8/24/2020 2:46:43 PM

6

5

4

3

2

1



702 SE 5TH STE 30
BENTONVILLE, AR 72712
TEL. 479.321.0478

Drawings & Specifications as instruments of service are & shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing & with appropriate compensation to the Architect.
Contractor is responsible for confirming and correlating dimensions at job site. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

CLIENT NAME
VAQUERO VENTURES
2900 WINGATE ST STE 200
FORT WORTH TX 76107

TENANT
7-ELEVEN
3200 HACKBERRY RD
IRVING, TX 75063

MEP CONSULTANT
BUF STUDIO
702 SE 5TH STREET SUITE 30
BENTONVILLE, AR 72712
CONTACT: ANDREW FINNIGAN, P.E.
STRUCTURAL CONSULTANT
MILLER ENGINEERING
3827 S TIMBERCREEK AVE
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SPRINGFIELD, MO 65807

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GLENN HEIGHTS, TX

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REVISIONS		
NO.	DATE	DESCRIPTION
1	07/27/2020	ADD 1

Drawing Size: 24 x 36
Project #: 20097
Drawn By: JME
Checked By: CCMB

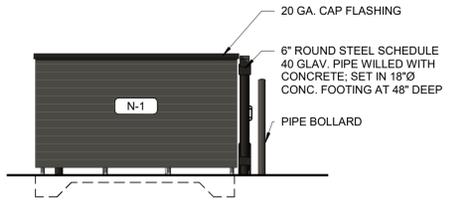
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Sheet Number:

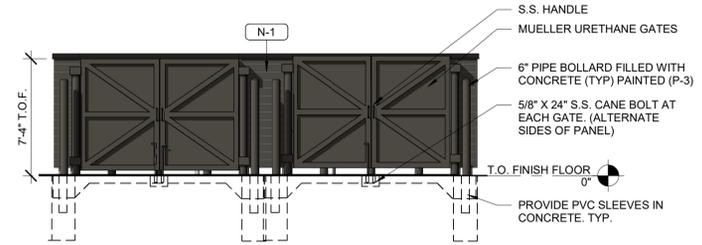
R0.01

Date: 08/24/2020 Store #: 1048296

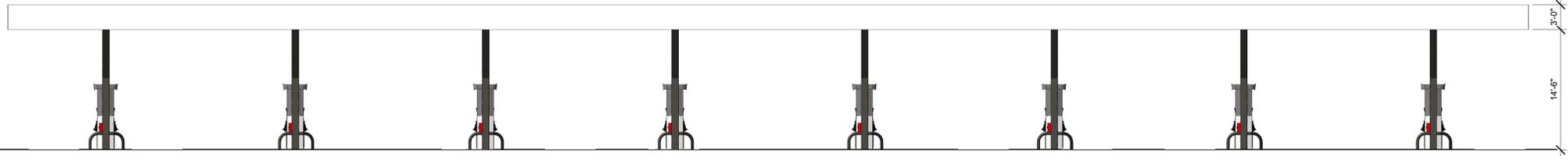
EXTERIOR MATERIALS SCHEDULE			
(NOT ALL MATERIALS IN SCHEDULE ARE USED)			
NO.	MATERIAL	MANUFACTURER	COLOR
MR-1	MEMBRANE ROOFING	DUROLAST	WHITE
N-1	FIBER CEMENT PANEL	NICHIHA	VINTAGE WOOD - BARK
N-3	FIBER CEMENT PANEL	NICHIHA	VINTAGE WOOD - CEDAR
N-2	FIBER CEMENT PANEL	NICHIHA	VINTAGE BRICK PAINTED P-1
P-3	EXTERIOR HM DOORS, FRAMES, TRASH ENCLOSURE GATE, BOLLARDS, GRAVEL GUARDS, AND LIGHT POLES	SHERWIN WILLIAMS	SEAL SKIN SW 7675
S-1	ALUMINUM STOREFRONT GLAZING	KAWNEER	DARK BRONZE
C-1	PREFINISHED ALUMINUM CANOPY	MAPES LUMISHADE CANOPY	EXTRA DARK BRONZE



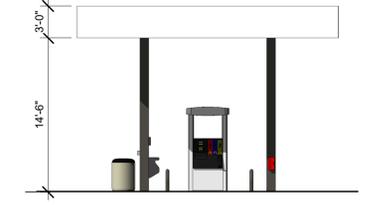
6 DUMPSTER ENCLOSURE - SIDE
3/16" = 1'-0"



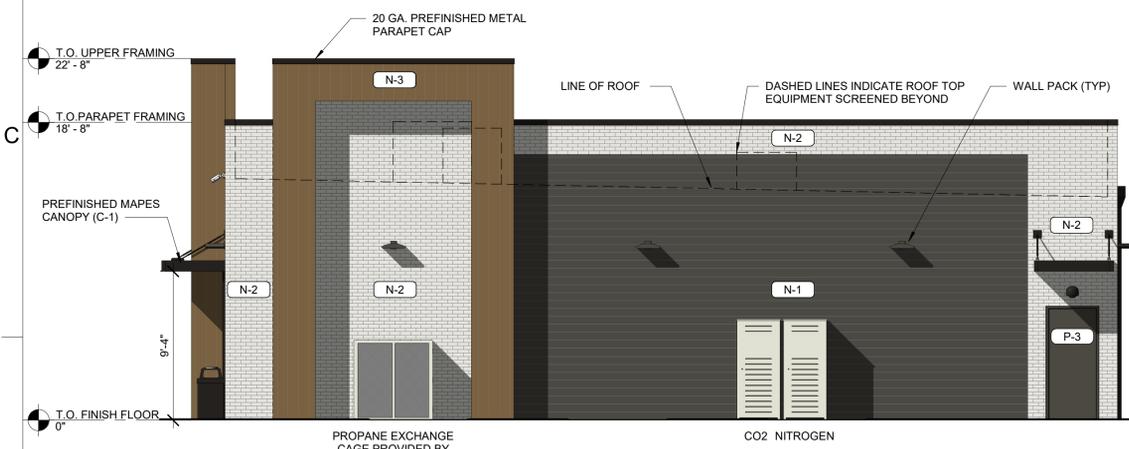
5 DUMPSTER ENCLOSURE - GATE ELEVATION
3/16" = 1'-0"



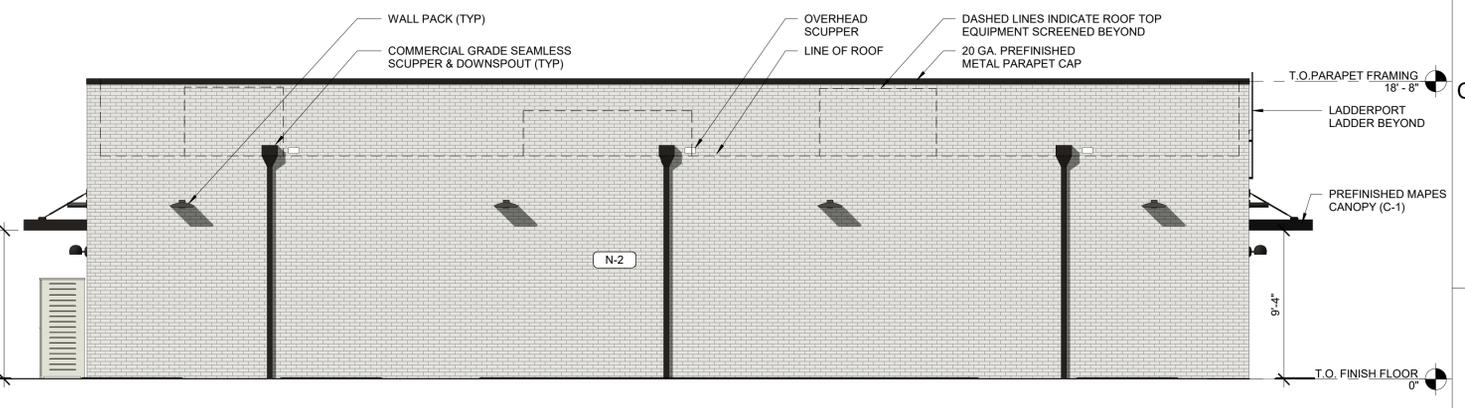
7 FUEL CANOPY ELEVATION - LONG
1/8" = 1'-0"



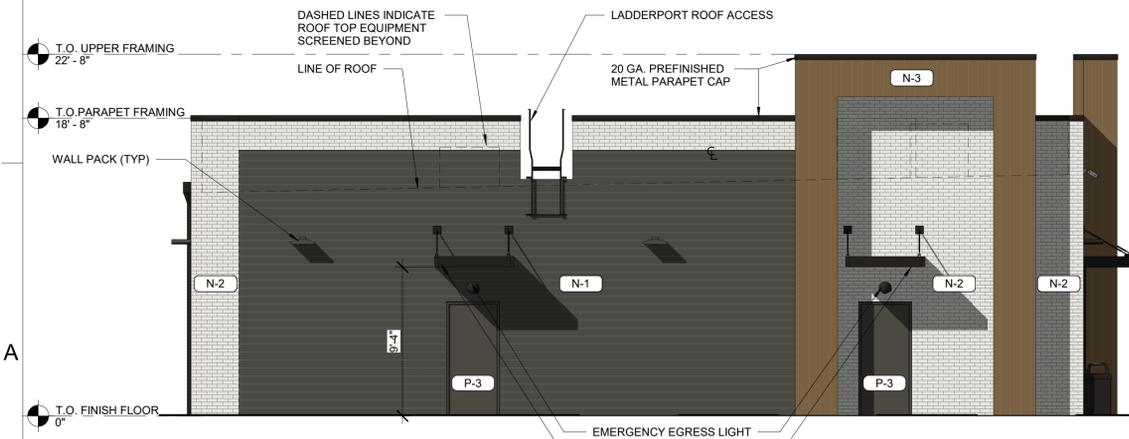
8 FUEL CANOPY ELEVATION - SHORT
1/8" = 1'-0"



4 ELEVATION - RIGHT SIDE
3/16" = 1'-0"



3 ELEVATION - REAR
3/16" = 1'-0"



2 ELEVATION - LEFT SIDE
3/16" = 1'-0"



1 ELEVATION - FRONT
3/16" = 1'-0"

xxxxx_Glen Heights_TX_A_R20_detached.rvt



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: March 2, 2021

SUBJECT

The City Council will hear a Specific Use Permit request for a temporary concrete batch plant.

REPORT IN BRIEF

Discuss and take action on Ordinance O-05-21, an Ordinance of the City Council of the City of Glenn Heights, amending the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning by granting a Specific Use Permit with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-3, Single Family-3 & Single Family-4 ("PD-3, SF-3 & SF-4") and being approximately 34.190 acres of land described as all of Magnolia Meadows Phase IV, Glenn Heights, Ellis County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto; providing for the approval of the site plan and truck route attached hereto as Exhibit "B"; providing for approval of the process flow diagram attached hereto as Exhibit "C"; providing a conflict clause; providing a severability clause; and providing an effective date.

BACKGROUND / DISCUSSION

Given the underlying zoning and approved infrastructure plans, the applicant is seeking permission to construct a temporary concrete batch plant to pave the streets of the proposed Magnolia Meadows Phase IV.

Zoning Ordinance

The Zoning Ordinance defines a temporary concrete batch plants as follows:

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. Plant shall be removed when the project is completed.

Additionally, the following conditions apply to all temporary concrete batching plants:

1. The batching plant site shall comply with all applicable provisions of city, state, and federal laws.
2. The batch plant shall not be located within one thousand feet (1,000') of an inhabited residence.
3. Hours of operation and hauling shall be limited to Monday through Friday, 7:00 a.m. to 6:00 p.m. and Saturday, 9:00 a.m. to 5:00 p.m. Aggregate trucks shall be prohibited from hauling to or from the site on Sunday.
4. The batch plant permit shall be valid for a three-month period. No extensions will be allowed without approval of the City Council.
5. No portion of the batch plant or its operations shall be located on a public or private street, or on land dedicated to the city for parks and open space.
6. The batch plant shall only furnish concrete, asphalt, or both, to the specific project for which the temporary permit is issued. The placement of a temporary batching plant for a private project is restricted to the site of the project.
7. The temporary plant shall be operated in a manner that eliminates unnecessary dust, noise and odor (as illustrated by, but not limited to covering trucks, hoppers, chutes, loading and unloading devices and mixing operations, and maintaining driveways and parking areas free of dust).
8. A bond issued to the City of Glenn Heights in the amount determined by the City Manager or his or her designee, shall be required prior to the issuance of the TUP for the restoration of the site. The site must be clear of all equipment, material and debris as well as all contaminated soil, chemicals and hazardous waste within seven (7) calendar days of completion of the project. In the event

the site has not been restored to the satisfaction of the City Manager, the City will make every attempt to have the repairs complete within a period of one hundred and eighty (180) days thereupon returning any dollar amount in excess of the bond.

9. A bond issued to the City of Glenn Heights, in an amount determined by the City Manager or his or her designee, shall be required prior to the issuance of the TUP for the repair of all public improvements that are damaged by any and all equipment necessary for and during the operation of the temporary batching plant. The applicant may choose to make the necessary repairs or replacements within thirty (30) calendar days of completion of the project for the return of the bond. In the event these repairs and replacements have not been made to the satisfaction of the City Manager the City will make every attempt to have the repairs complete within a period of one hundred and eighty (180) days thereupon returning any dollar amount in excess of the bond.
10. Upon issuance and expiration of the temporary use permit and cessation of activities, the City Building Official and permittee shall walk the site to verify compliance with these special conditions.
11. Every attempt should be made by the applicant to ensure that no residential street is utilized for ingress and egress to the batch plant.

Although the Zoning Ordinance does state that the City Manager may approve a temporary asphalt or concrete batching plant subject to these conditions, this site of the proposed batch plant does not meet the residential distance requirement. Any exceptions to these conditions must ultimately be reviewed and approved by the City Council.

Section IX4.4.B – Status of Conditionally Permitted Uses

The following general rules apply to all conditional uses:

1. The designation of a use in a zoning district as may be permitted by SUP in Section XI.4.4 of this Ordinance does not constitute an authorization or assurance that such use will be approved.

2. Approval of a Specific Use Permit shall authorize only the particular use for which the SUP is issued. An SUP may only be issued to the identified property and to the applicant. Any change in applicant shall render the SUP null and void. An SUP cannot be transferred to any other owner, applicant or property.
3. No use authorized by a Specific Use Permit shall be enlarged, extended or relocated, nor may the number of dwelling units be increased, unless an application is made for approval of a new Specific Use Permit in accordance with the procedures set forth in Section XI.4.4 of City Code of Ordinances.
4. Development of the use shall not be carried out until the applicant has secured all the permits and approvals required by these zoning regulations, the City Code of Ordinances, and any permits that may be required by regional, State or Federal agencies.

The applicant meets and is amendable to these requirements. If reviewed favorably by the Planning and Zoning Commission and approved by the City Council, the applicant will issue restoration and repair bonds to the City of Glenn Heights prior to the issuance of the temporary use permit to construct and use a concrete batching plant in accordance to the requirements of the City's Zoning Ordinance and any conditions of approval that will become part of the ordinance granted with this SUP.

FISCAL IMPACT

If the applicant is not permitted to construct a temporary concrete batching plant on this site, the applicant would have to haul ready-mix concrete to the site for the construction of Magnolia Meadows IV. The total weight of these ready-mix trucks could negatively impact Uhl Road and some of the residential streets within the previous phases of Magnolia Meadows. Additionally, this Specific Use Permit would require that the applicant issue both a maintenance and restoration bond to help cover the cost of repairing all public improvements that are damaged by any and all equipment necessary for and during the operation of the temporary batching plant.

PUBLIC CONTACT

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by January 22, 2021 and February 12, 2021. Notice was also published in a local newspaper on January 24, 2021 and February 14, 2021 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance. Additionally, the Planning and Zoning Commission held a public hearing on February 8, 2021.

RECOMMENDATIONS / ALTERNATIVES

Staff recommends approval of this Specific Use Permit request as presented. On January 8, 2021, the Planning and Zoning Commission also recommended approval of the SUP.

PREPARED BY

Miamauni Hines, City Planner

REVIEWED BY

Marlon Goff, Planning and Development Services Director

ATTACHMENTS

- I. Ordinance O-05-21

ORDINANCE O-05-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF GLENN HEIGHTS, AS HERETOFORE AMENDED BY GRANTING A CHANGE IN ZONING BY GRANTING A SPECIFIC USE PERMIT WITH SPECIAL CONDITIONS TO ALLOW FOR THE CONSTRUCTION AND USE OF A TEMPORARY CONCRETE BATCHING PLANT ON LAND ZONED PLANNED DEVELOPMENT-3, SINGLE FAMILY-3 & SINGLE FAMILY-4 (“PD-3, SF-3 & SF-4”) AND BEING APPROXIMATELY 34.190 ACRES OF LAND DESCRIBED AS ALL OF MAGNOLIA MEADOWS PHASE IV, GLENN HEIGHTS, ELLIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR THE APPROVAL OF THE SITE PLAN AND TRUCK ROUTE ATTACHED HERETO AS EXHIBIT “B”; PROVIDING FOR APPROVAL OF THE PROCESS FLOW DIAGRAM ATTACHED HERETO AS EXHIBIT “C”; PROVIDING A CONFLICT CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Glenn Heights, Texas, has recommended the amendment of the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, Texas by changing the zoning to grant a Specific Use Permit (“SUP”) with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-3, Single Family-3 & Single Family-4 (“PD-3, SF-3 & SF-4”) and being approximately 34.190 acres of land described as all of Magnolia Meadows Phase IV, Glenn Heights, Ellis County, Texas; 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;

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 Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended, be and they are hereby amended by granting a Specific Use Permit with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-3, Single Family-3 & Single

Family-4 (“PD-3, SF-3 & SF-4”) and being approximately 34.190 acres of land described as all of Magnolia Meadows Phase IV, Glenn Heights, Ellis County, Texas, as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

SECTION 3. The Specific Use Permit established and described in Section 2 herein shall be and is hereby made subject to the following conditions and requirements:

Specific Use Permit:

1. The batching plant site shall comply with all applicable provisions of city, state, and federal laws.
2. The batching plant (also referred to herein as “batch plant”) shall be located at least seven hundred feet (700’) from any inhabited residence as depicted in the Site Plan attached hereto as Exhibit “B” and the plant shall be constructed and operated in accordance with that Site Plan.
3. Hours of operation and hauling shall be limited to Monday through Friday, 7:00 a.m. to 6:00 p.m. and Saturday, 9:00 a.m. to 5:00 p.m. Aggregate trucks shall be prohibited from hauling to or from the site on Sunday.
4. The batch plant special use permit shall be valid for a three-month period after the first equipment is moved onto the site. No extensions will be allowed without approval of the City Council.
5. No portion of the batch plant or its operation shall be located on a public or private street, or on land dedicated to the city for parks and open space.
6. The batch plant shall only furnish concrete, asphalt, or both, to Magnolia Meadows Phase IV and Villages at Charleston Phase III. The use of this batch plant to furnish any other site shall be prohibited.
7. The temporary batch plant shall be operated in a manner that eliminates unnecessary dust, noise and odor (as illustrated by, but not limited to, covering trucks, hoppers, chutes, loading and unloading devices and mixing operations, and maintaining driveways and parking areas free of dust).
8. A bond issued to the City of Glenn Heights, in an amount determined by the City Manager or his or her designee, shall be provided to the City Manager within twenty-one (21) days of the date of provision of notice of the required bond amount, said bond being for site restoration. No batch plant equipment may be placed on the Property until after the provision of this bond. The site must be clear of all equipment, material and debris as well as all contaminated soil, chemicals and hazardous waste within twenty-one (21) calendar days of completion of the project or expiration of the Specific Use Permit, whichever is earlier. In the even the site has been restored, the bond

will be returned to the applicant. In the event the site has not been restored to the satisfaction of the City Manager, the City will make every attempt to have the repairs complete within a period of one hundred and eighty (180) days thereupon returning any dollar amount in excess of the bond.

9. A bond issued to the City of Glenn Heights, in an amount determined by the City Manager or his or her designee, shall be required to be provided to the City Manager within twenty-one days of the date of provision of notice of the required bond amount, said bond being for repair of public improvements that are damaged by any and all equipment necessary for and during the operation of the temporary batching plant. . No batch plant equipment may be placed on the Property until after the provision of this bond The applicant may choose to make the necessary repairs or replacements within thirty (30) calendar days of completion of the project or expiration of the Special Use Permit, whichever is earlier, for the return of the bond. In the event these repairs and replacements have not been made to the satisfaction of the City Manager, the City will make every attempt to have the repairs complete within a period of one hundred and eighty (180) days thereupon returning any doll amount in excess of the bond.
10. Upon commencement and expiration of the Special Use Permit granted in this Ordinance, the City Manager or his or her designee and permittee shall walk the site to verify compliance with these special conditions.
11. Every attempt shall be made by the applicant to ensure that no residential street is utilized for ingress and egress to the batch plant.
12. The operation of the temporary plant shall be in conformance with the Process Flow Diagram attached hereto as Exhibit "C".

SECTION 4. 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. 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 ordinances despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. An offense committed before the effective date of this Ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 7. Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Glenn Heights, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ON THIS THE ___ DAY OF _____ 2021.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(022621vwtTM120858)

EXHIBIT A
[Survey and Boundary Description]

CALLED 72.237 ACRES
METROPLEX CONSTRUCTION
VOL. 1774, PG. 2351
D.R.E.C.T.

P.O.B.
IRFC

MICHAEL McDERMOTT SURVEY,
ABSTRACT #743

20' UTILITY EASEMENT
TO BE ABANDONED BY THIS PLAT
VOLUME 1949, PAGE 275

CALLED 78.333 ACRES
VILLAGES OF CHARLESTON
DEVELOPMENT, LLC
INST. NO. 1617974
O.P.R.E.C.T.

20' UTILITY EASEMENT
TO BY ABANDONED BY THIS PLAT
VOLUME 1949, PAGE 275

MATCHLINE

NOTES:

- All Common Area Lots with an X designation will be owned and maintained by the Homeowner's Association.
- All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.
- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
- Magnolia Meadows - Phase 4 shall be subject to all requirements as established by City of Glenn Heights' Ordinance #O-01-17 (Planned Development 3).
- See Sheet 3 for Line & Curve Tables.
- The Owner and the Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities occasioned by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform to the grades established in the Magnolia Meadows - Phase 4 Subdivision.
- Project is subject to Development Agreement filed January 17, 2018, recorded in Ellis County.

FLOOD STATEMENT:

According to Map No. 48139C0075F, dated June 3, 2013 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Ellis County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located in Zone X (unshaded) and is not within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the 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.

OWNER:

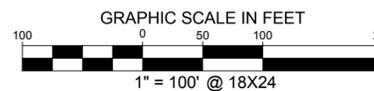
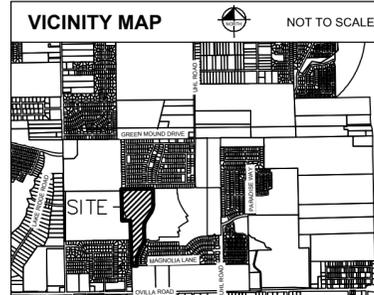
D.R. Horton - Texas, Ltd.
6751 North Freeway
Fort Worth, Texas 76131
817-230-0800
Contact: Zach C. Motley, P.E.

APPLICANT:

Kimley-Horn & Associates
6160 Warren Pkwy, Ste. 210
Frisco, Texas 75034
972-335-3580
Contact: Thomas Fletcher, P.E.

SURVEYOR:

Kimley-Horn & Associates
400 N. Oklahoma Dr, Suite 105
Celina, Texas 75009
469-501-2200
Contact: Sean Patton, R.P.L.S.



LEGEND:

- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD SET W/ "KHA" CAP
- I.R.F.C = IRON ROD FOUND W/CAP
- IRF = IRON ROD FOUND
- IPF = IRON PIPE FOUND
- R.O.W. = RIGHT OF WAY
- B.L. = BUILDING LINE
- U.E. = UTILITY EASEMENT
- P.R.E.C.T. = PLAT RECORDS OF ELLIS COUNTY, TEXAS
- O.P.R.C.T. = OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS
- D.R.E.C.T. = DEED RECORDS OF ELLIS COUNTY, TEXAS
- S.S.E. = SANITARY SEWER EASEMENT
- D.E. = DRAINAGE EASEMENT

**FINAL PLAT
MAGNOLIA MEADOWS - PHASE 4**

LOTS 10X, 15X, 10-15, BLOCK W;
LOTS 1X, 25X, 40X, 1-40, BLOCK X;
LOTS 1-27, BLOCK Y;
LOTS 1-14, BLOCK Z;

87 RESIDENTIAL LOTS AND 5 HOA LOTS

BEING
32.032 ACRES
SITUATED IN THE
M. McDERMOTT SURVEY, ABSTRACT NO. 743,
CITY OF GLENN HEIGHTS,
ELLIS COUNTY, TEXAS

Kimley»Horn

400 N. Oklahoma Dr. Ste. 105
Celina, Texas 75009

Tel. No. (469) 501-2200
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SPA	KHA	04/14/2020	068517087	1 OF 3

MATCHLINE

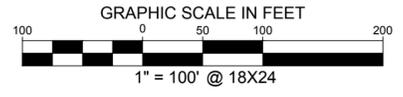
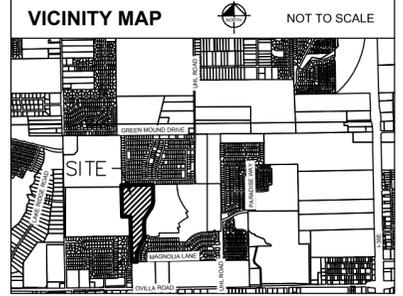
MICHAEL McDERMOTT SURVEY,
ABSTRACT #743

CALLED 78.333 ACRES
VILLAGES OF CHARLESTON
DEVELOPMENT, LLC
INST. NO. 1617974
O.P.R.E.C.T.

20' UTILITY EASEMENT
TO BE ABANDONED BY THIS PLAT
VOLUME 1949, PAGE 275

CALLED 169.27 ACRES
D.R. HORTON - TEXAS, LTD.
INST. NO. 1728450
D.R.E.C.T.

CALLED 16.00 ACRES
RED OAK ISD
VOL. 1342, PG. 685
D.R.E.C.T.



LEGEND:

- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD SET W/ "KHA" CAP
- I.R.F.C = IRON ROD FOUND W/CAP
- IRF = IRON ROD FOUND
- IPF = IRON PIPE FOUND
- R.O.W. = RIGHT OF WAY
- B.L. = BUILDING LINE
- U.E. = UTILITY EASEMENT
- P.R.E.C.T. = PLAT RECORDS OF ELLIS COUNTY, TEXAS
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS
- D.R.E.C.T. = DEED RECORDS OF ELLIS COUNTY, TEXAS
- S.S.E. = SANITARY SEWER EASEMENT
- D.E. = DRAINAGE EASEMENT

- NOTES:**
- All Common Area Lots with an X designation will be owned and maintained by the Homeowner's Association.
 - All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.
 - All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
 - Magnolia Meadows - Phase 4 shall be subject to all requirements as established by City of Glenn Heights' Ordinance #O-01-17 (Planned Development 3).
 - See Sheet 3 for Lot Area Table and Line & Curve Tables.
 - The Owner and the Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities occasioned by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform to the grades established in the Magnolia Meadows - Phase 4 Subdivision.
 - Project is subject to Development Agreement filed January 17, 2018, recorded in Ellis County.

FLOOD STATEMENT:

According to Map No. 48139C0075F, dated June 3, 2013 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Ellis County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located in Zone X (unshaded) and is not within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the 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.

FINAL PLAT MAGNOLIA MEADOWS - PHASE 4

LOTS 10X, 15X, 10-15, BLOCK W;
LOTS 1X, 25X, 40X, 1-40, BLOCK X;
LOTS 1-27, BLOCK Y;
LOTS 1-14, BLOCK Z;

87 RESIDENTIAL LOTS AND 5 HOA LOTS

BEING
32.032 ACRES
SITUATED IN THE
M. McDERMOTT SURVEY, ABSTRACT NO. 743,
CITY OF GLENN HEIGHTS,
ELLIS COUNTY, TEXAS

OWNER:
D.R. Horton - Texas, Ltd.
6751 North Freeway
Fort Worth, Texas 76131
817-230-0800
Contact: Zach C. Motley, P.E.

APPLICANT:
Kimley-Horn & Associates
6160 Warren Pkwy, Ste. 210
Frisco, Texas 75034
972-335-3580
Contact: Thomas Fletcher, P.E.

SURVEYOR:
Kimley-Horn & Associates
400 N. Oklahoma Dr, Suite 105
Celina, Texas 75009
469-501-2200
Contact: Sean Patton, R.P.L.S.

Kimley»Horn

400 N. Oklahoma Dr. Ste. 105
Celina, Texas 75009

Tel. No. (469) 501-2200
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SPA	KHA	04/14/2020	068517087	2 OF 3

OWNER'S CERTIFICATE

STATE OF TEXAS §
 COUNTY OF ELLIS §

WHEREAS D.R. Horton - Texas, Ltd. is the owner of a tract of land situated in the M. McDermott Survey, Abstract No. 743, City of Glenn Heights, Ellis County, Texas, and being a portion of a called 169.27 acre tract of land conveyed to D.R. Horton - Texas, Ltd., according to the document filed of record in Instrument Number 1728450, Deed Records Ellis County, Texas (D.R.E.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "RPLS 4480" found for the most northern southeast corner of a called 72.237-acre tract of land conveyed to Metroplex Construction, according to the documents filed of record in Volume 1774, Page 2351, (D.R.E.C.T.) for the northwest corner of this tract;

THENCE North 89°14'24" East, with the south line of Lindell Estates Addition, an addition to the City of Glenn Heights, according to the plat filed of record in Cabinet A, Slide 330, Plat Records, Ellis County, Texas (P.R.E.C.T.), said south line being common with the north line of this tract, a distance of 1,020.37 feet to a point in said line for the northwest corner of Magnolia Meadows Phase 2, an addition to the City of Glenn Heights, according to the plat filed of record in Cabinet J, Slide 775 (P.R.E.C.T.) said corner being common with the northeast corner of this tract;

THENCE leaving said south line with the western line of said Magnolia Meadows Phase 2 same being common with the eastern line of this tract the following eleven (11) courses and distances:

South 0°29'34" East, a distance of 633.63 feet to a point for corner of this tract;

South 89°19'50" West, a distance of 146.09 feet to a point for corner of this tract;

South 2°35'54" East, a distance of 58.08 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 82°39'25", a radius of 295.00 feet, a chord bearing and distance of South 40°39'32" West, 389.62 feet;

With said curve to the right, an arc distance of 425.58 feet to a point for corner of this tract;

South 0°40'10" East, a distance of 432.42 feet to a point for corner of this tract;

South 89°19'50" West, a distance of 97.99 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 26°39'44", a radius of 355.28 feet, a chord bearing and distance of South 29°25'30" East, 163.84 feet;

With said curve to the left, an arc distance of 165.33 feet to a point for corner of this tract;

South 47°14'00" West, a distance of 70.00 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°19'53", a radius of 425.00 feet, a chord bearing and distance of South 48°25'56" East, 83.91 feet;

With said curve to the left, an arc distance of 64.05 feet to a point for corner of this tract;

South 54°05'53" East, a distance of 55.73 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 4°33'54", a radius of 475.00 feet, a chord bearing and distance of South 56°23'30" East, 37.84 feet;

With said curve to the left, an arc distance of 37.85 feet to a point for the most southern northwest corner of Magnolia Farms Addition Phase 1, an addition to the City of Glenn Heights, according to the plat filed of record in Cabinet G, Slide 164, (P.R.E.C.T.) from which a 1/2-inch iron rod found (disturbed) for reference to said corner bears North 88°05'15" West, 2.47 feet;

THENCE continuing with the westerly line of said Phase 1 the following four (4) courses and distances:

South 60°51'29" East, a distance of 36.39 feet to a point for corner of this tract;

South 24°51'51" West, a distance of 504.40 feet to a point at the beginning of a tangent curve to the left having a central angle of 26°39'59", a radius of 525.00 feet, a chord bearing and distance of South 12°01'52" West, 233.22 feet;

With said curve to the left, an arc distance of 235.18 feet to a point for corner of this tract;

South 0°44'35" East, a distance of 200.46 feet to a 1/2-inch iron rod found in the north line of a called 16.00 acre tract of land conveyed to Red Oak ISD, according to the document filed of record in Volume 1342, Page 685 (D.R.E.C.T.) for the southwest corner of the above mentioned Phase 1 and being common with the southeast corner of this tract;

THENCE South 89°15'14" West, with said north line, a distance of 141.59 feet to a 1/2-inch iron rod found in the east line of Hollywood Addition Phase 2, an addition to the City of Glenn Heights, according to the plat filed of record in Cabinet S, Slide 208 (P.R.E.C.T.) for the southwest corner of this tract;

THENCE North 1°05'53" West, with said east line, a distance of 875.44 feet to a point for the northeast corner of said Hollywood Addition, said corner being common with the southeast corner of a called 78.333-acre tract of land conveyed to Villages of Charleston Development, LLC according to the document filed of record in Instrument Number 1617974, Official Property Record, Ellis County, Texas for corner of this tract;

THENCE with the east line of said Villages of Charleston tract the following three (3) courses and distances:

North 1°28'01" West, a distance of 650.72 feet to a 1/2-inch iron rod with plastic cap stamped "CBG" for corner of this tract;

South 88°43'53" West, a distance of 277.49 feet to a 1/2-inch iron rod with plastic cap stamped "CBG" for corner of this tract;

North 1°19'22" West, a distance of 1,094.84 feet to the **POINT OF BEGINNING** and containing 32.032 acres or 1,395,320 square feet of land, more or less.

INSTRUMENT OF DEDICATION RESTRICTIONS

"No house, dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until:

- Such time as the developer and/or owner has complied with all requirements of the Development Code of the City of Glenn Heights regarding improvements within the area so platted, including the actual installation of streets with the required base and paving, curb and gutter, drainage structures, storm sewers, alleys, and water and sewer utilities, all according to specifications of the City of Glenn Heights; or
- The developer files with the City Secretary either a corporate surety bond, escrow deposit, or irrevocable letter of credit in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation of improvements thereon within the time period established by the City for completion of said improvements. The developer shall execute an agreement authorizing the City to make or complete said improvements in the event the developer fails or refuses to make or complete said improvements within the time so stated for completion thereof. The corporate surety bond, escrow or irrevocable letter of credit shall comply with the following:

- The sum equal to the cost of improvements shall include all construction costs, the cost for construction staking and engineering services related to construction including but not limited to periodic administration, and preparation of as-built plans. The cost estimate for construction and related administration shall be prepared by the developer's engineer based on currently prevailing private commercial rates and approved by the City Manager.

- An escrow deposit shall be in the form of a Cashier's Check payable to the "City of Glenn Heights Escrow Account for Addition." The City shall open an interest bearing escrow account bearing the subdivision name with the City's depository bank. All interest accrued by said account shall be deposited to the account. The City shall have the right to use the principal of the escrow deposit and all accrued interest to make or complete construction of subdivision improvements as provided by this Code. The developer may reduce the amount of escrow deposit equal to the cost, less ten percent (10%) thereof, of each major phase of improvements as such phases are completed and satisfactorily pass all applicable tests and inspections. The major phases are: (1) water and sewer utilities and (2) streets and drainage. The release of any portion of escrow deposit shall not include any accrued interest and shall not constitute final acceptance of the improvements by the City. Upon final completion and final acceptance of all improvements, the City shall release to the developer the remaining balance of escrow deposit for the subdivision along with interest accrued and paid on same.

- An irrevocable letter of credit shall be in a form and drawn from a bank satisfactory to the City and in an amount equal to the cost of improvements as defined heretofore. The amount of the irrevocable letter of credit may be reduced by the developer upon completion of each major phase of construction in the same manner applicable to an escrow deposit.

- These restrictions with respect to improvements are made to insure the installation of such improvements and to give notice to each owner and each prospective owner of lots in the subdivision that no house or other building can be constructed on any lot in the subdivision until said improvements are actually made or provided for on the entire block on the street and/or streets on which the property abuts as described herein."

- Project is subject to Development Agreement filed January 17, 2018, recorded in Ellis County.

OWNER'S DEDICATION

STATE OF TEXAS §
 COUNTY OF ELLIS §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **D.R. HORTON - TEXAS, LTD.** ("Owner") does hereby adopt this plat designating the herein above property as **MAGNOLIA MEADOWS PHASE 4**, an addition to the City of Glenn Heights, Ellis County, Texas, in fee simple, forever the streets, alleys and all other rights-of-way shown thereon. The easements shown thereon are hereby dedicated and reserved for the purposes as indicated. The utility, access and firelane easements shall be open to the public and private utilities for each particular use. The maintenance of paving on the utility, access and firelane easements is the responsibility of the property owner. No buildings or other improvements or growths, except fences, vegetation, driveways, and sidewalks less than 6 feet in width shall be constructed or placed upon, over or across the easements as shown except as permitted by City Ordinances. No improvements which may obstruct the flow of water may be constructed or placed in drainage easements. Any public utility shall have the right to remove and keep removed all or parts of the encroachments allowed above which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Glenn Heights, Texas

This plat does not alter or remove existing deed restrictions or covenants, if any on this property.

WITNESS, my hand, this _____ day of _____, 2020.

By: **D.R. HORTON - TEXAS, LTD. A TEXAS LIMITED PARTNERSHIP**

By: **D.R. HORTON, INC., A DELAWARE CORPORATION ITS AUTHORIZED AGENT**

By: _____
 Benjamin Clark, Assistant Vice President

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned Authority, A Notary Public in and for said county and state, on this day personally appeared _____ 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 and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___DAY OF _____, 2020.

NOTARY PUBLIC in and for the STATE OF TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	45.00	S43°31'25.21"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	250.00'	392.70'	N44°19'50"E	353.55'	90°00'00"	250.00'
C2	250.00'	392.70'	N44°19'50"E	353.55'	90°00'00"	250.00'
C3	400.00'	298.89'	N22°04'34"W	291.99'	42°48'48"	156.81'

SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

I, SEAN PATTON, a Registered Professional Land Surveyor in the State of Texas, do hereby declare that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown thereon shall be properly placed under my personal supervision in accordance with Subdivision Regulations of the City of Glenn Heights, Texas.

Sean Patton
 Registered Professional Land Surveyor #5660
 Kimley-Horn and Associates, Inc.
 400 N. Oklahoma Dr., Suite 105
 Celina, Texas 75009
 469-501-2200
 sean.patton@kimley-horn.com



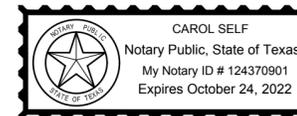
STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Sean Patton, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2020.

NOTARY PUBLIC in and for the STATE OF TEXAS



"I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF _____ TO THE CITY OF GLENN HEIGHTS WAS APPROVED THIS ___ DAY OF _____, 2020, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF GLENN HEIGHTS"

Chairman, _____ Date _____ Secretary _____ Date _____
 Planning Commission

"I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF _____ TO THE CITY OF GLENN HEIGHTS WAS APPROVED THIS ___ DAY OF _____, 2020, BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS

Mayor _____ Date _____ Secretary _____ Date _____

**FINAL PLAT
 MAGNOLIA MEADOWS - PHASE 4**

LOTS 10X,15X, 10-15, BLOCK W;
 LOTS 1X,25X,40X, 1-40, BLOCK X;
 LOTS 1-27, BLOCK Y;
 LOTS 1-14, BLOCK Z;

87 RESIDENTIAL LOTS AND 5 HOA LOTS

**BEING
 32.032 ACRES
 SITUATED IN THE
 M. McDERMOTT SURVEY, ABSTRACT NO. 743,
 CITY OF GLENN HEIGHTS,
 ELLIS COUNTY, TEXAS**

OWNER:
 D.R. Horton - Texas, Ltd.
 6751 North Freeway
 Fort Worth, Texas 76131
 817-230-0800
 Contact: Zach C. Motley, P.E.

APPLICANT:
 Kimley-Horn & Associates
 6160 Warren Pkwy, Ste. 210
 Frisco, Texas 75034
 972-335-3580
 Contact: Thomas Fletcher, P.E.

SURVEYOR:
 Kimley-Horn & Associates
 400 N. Oklahoma Dr, Suite 105
 Celina, Texas 75009
 469-501-2200
 Contact: Sean Patton, R.P.L.S.

Kimley»Horn

400 N. Oklahoma Dr. Ste. 105
 Celina, Texas 75009

Tel. No. (469) 501-2200
 FIRM # 10193822

<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
N/A	SPA	KHA	04/14/2020	068517087	3 OF 3

EXHIBIT B
[Site Plan]

This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

EXHIBIT "B"

CIVIL CONSTRUCTION PLANS PAVING, GRADING & UTILITIES

FOR

MAGNOLIA MEADOWS PHASE 4

CITY OF GLENN HEIGHTS, ELLIS COUNTY, TEXAS



PLAN SUBMITTAL/REVIEW LOG

1ST SUBMITTAL TO CITY	05/07/2020
2ND SUBMITTAL TO CITY	08/11/2020
3RD SUBMITTAL TO CITY	08/27/2020

ENGINEER

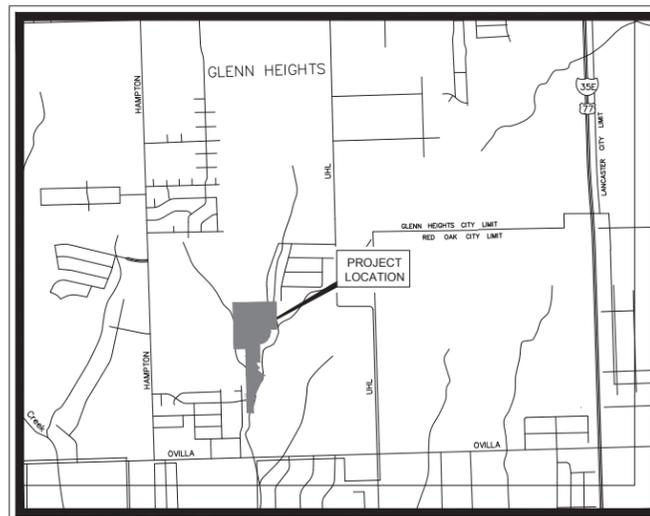
Kimley»Horn

6160 WARREN PARKWAY SUITE 210
FRISCO, TEXAS 75034
TEL: (972) 335-3580
CONTACT: ROBERT J. MYERS, P.E.

STATE OF TEXAS
REGISTRATION NO. F-928

OWNER/DEVELOPER

DR HORTON-TEXAS, LTD.
6751 NORTH FREEWAY
FORT WORTH, TEXAS 76131
TEL: (817) 230-0800
CONTACT: JUSTIN BOSWORTH, P.E.



VICINITY MAP
SCALE: 1" = 2,000'

SHEET INDEX

SHEET NO.	DESCRIPTION
C-01	COVER SHEET
C-02	FINAL PLAT
C-03	FINAL PLAT
C-04	FINAL PLAT
C-05	GENERAL NOTES
C-06	GRADING PLAN
C-07	GRADING PLAN
C-08	GRADING PLAN
C-09	PAVING P&P - GOLDEN BELL DRIVE & DOE CREEK TRAIL
C-10	PAVING P&P - CLAYTON STREET
C-11	PAVING P&P - CLAYTON STREET & WILDSVILLE LANE
C-12	PAVING P&P - FERRIDAY DRIVE
C-13	PAVING P&P - DUNBARTON DRIVE
C-14	PAVING P&P - FOULES DRIVE
C-15	DRAINAGE AREA MAP
C-16	EXISTING DRAINAGE AREA MAP
C-17	FULLY DEVELOPED DRAINAGE AREA MAP
C-18	DRAINAGE CALCULATIONS
C-19	STORM DRAIN PLAN & PROFILE - LINE SD-A
C-20	STORM PLAN & PROFILE - LINE SD-B AND SD-C
C-21	STORM PLAN & PROFILE LINE SD-D AND SD-E
C-22	STORM PLAN & PROFILE - LINE SD-F
C-23	STORM PROFILES - LATERALS
C-24	WATER PLAN
C-25	SANITARY SEWER PLAN
C-26	SANITARY SEWER PROFILES - LINE SS-A
C-27	SANITARY SEWER PROFILES LINE SS-A AND SS-C
C-28	SANITARY SEWER PROFILES LINE SS-B AND SS-D
C-29	STREET LIGHT & SIGN PLAN
C-30	SIDEWALK PLAN
C-31	EROSION CONTROL PLAN
C-32	EROSION CONTROL DETAILS
C-33	CONSTRUCTION DETAILS
C-34	CONSTRUCTION DETAILS
C-35	CONSTRUCTION DETAILS
C-36	CONSTRUCTION DETAILS
C-37	CONSTRUCTION DETAILS
C-38	CONSTRUCTION DETAILS



Know what's below.
Call before you dig.

AUGUST 2020

Plotted By: Troeger, Derek Date: September 17, 2020 09:16:51am File Path: K:\YRI\Civil\068517087-Magnolia Farms - Glenn Heights\CAD\Phase 5\PlanSheets\C-Erosion Control Plan.dwg
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VEGETATIVE STABILIZATION REQUIREMENTS

TEMPORARY SEEDING ALL DISTURBED AREAS WHICH WILL BE LEFT DORMANT FOR GREATER THAN 14 DAYS SHALL BE SEED WITH FAST-GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING OPERATIONS. SELECTION OF THE SEED WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED (SEE DESCRIPTIONS IN TABLE 2). REFERENCE LANDSCAPE PLAN FOR PERMANENT STABILIZATION REQUIREMENTS. ALL TEMPORARY SEEDING MATERIALS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO APPLICATION.		SURFACE PREPARATION FOR TEMPORARY SEEDING 1. INSTALL EROSION STRUCTURES SUCH AS DIKES, DIVERSIONS, ETC. PRIOR TO SEEDING. 2. FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR LINE BEFORE SEEDING. 3. ENSURE SEED BED IS PULVERIZED, LOOSE, AND UNIFORM.	
TABLE 2 VEGETATION TABLE*		APPLICATION 1. WHEN HYDROMULCHING IS USED, DO NOT MIX SEED AND FERTILIZER MORE THAN 30 MINUTES PRIOR TO APPLICATION. 2. APPLY SEED EVENLY USING PROPER EQUIPMENT AND WATER TO AID VEGETATION GROWTH. 3. EROSION CONTROL NETTING SHALL BE INSTALLED OVER FILL SLOPES WHICH HAVE BEEN BROUGHT TO FINAL GRADE AND HAVE BEEN SEED TO PROTECT AGAINST EROSION. MULCH (STRAW OR FIBER) SHALL BE USED ON RELATIVELY FLAT SLOPES.	
TEMPORARY SEEDING SPECIES CRIMSON CLOVER MILLET, FOXTAIL RYEGRASS, ANNUAL SPRANGLETOP, GREEN TALL FESCUE	PLANTING RATE 7#/ACRE 30#/ACRE 30#/ACRE 2.5#/ACRE 7#-10#/1000 SF	PLANTING-DATES 8/15 - 11/30 5/1 - 8/31 8/15 - 9/30 2/1 - 5/1 9/1 - 10/15	
*USE ONLY USDA CERTIFIED SEED.			

EROSION CONTROL SCHEDULE AND PHASING

- THE PROJECT SHALL GENERALLY CONFORM TO THE FOLLOWING:
- PHASE A - GRADING**
1. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE, SILT FENCE, DIKE, AND TREE PROTECTION FENCE ACCORDING TO THE APPROXIMATE LOCATION AND SHOWN ON GRADING AND EROSION CONTROL PLAN NOTES AND DETAIL SHEET.
 2. BEGIN CLEARING AND GRADING OF SITE.
 3. SEED AND REVEGETATE SLOPES WHERE SHOWN.
- PHASE B - UTILITIES**
1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE.
 2. INSTALL STORM DRAINS, SANITARY SEWER, AND WATER AS SPECIFIED ON PLAN SHEETS.
- PHASE C - PAVING**
1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE. REMOVE AS NEEDED TO PAVE.
 2. STABILIZE SUBGRADE.
 3. PAVE STREETS AND SIDEWALKS AS SPECIFIED ON PLAN SHEETS.
 4. RE-INSTALL ANY STORM WATER POLLUTION PREVENTION MEASURES REMOVED FOR PAVING OPERATIONS.
- PHASE D - LANDSCAPING AND SOIL STABILIZATION**
1. REVEGETATE LOT AND PARKWAYS.
 2. LANDSCAPE CONTRACTOR SHALL REVEGETATE ALL AREAS RESERVED FOR LANDSCAPE VEGETATIVE COVER.
 3. REMOVE EROSION CONTROL DEVICES WHEN MINIMUM 70% GROUND COVER IS ESTABLISHED. VEGETATION MUST BE ESTABLISHED BEFORE STRUCTURAL CONTROLS REMOVED.

BMP MAINTENANCE SCHEDULE

- TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT:**
- INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. AGGREGATE PAD SHALL BE WASHED DOWN OR REPLACED WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN THE STONES OR MUD IS BEING TRACKED ONTO THE PUBLIC ROADWAY. RUNOFF FROM WASHDOWN OPERATION SHALL BE FILTERED THROUGH ANOTHER BMP PRIOR TO DRAINING OFF-SITE.
- SILT FENCE:**
- INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-THIRD THE HEIGHT OF THE FENCE ABOVE GRADE. FENCE SHALL BE INSPECTED FOR GAPS AT BASE, INSPECT SUPPORTING POSTS AND FILTER FABRIC. REPLACE IF REQUIRED.
- STONE OVERFLOW STRUCTURE:**
- INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. SEDIMENT SHALL BE REMOVED FROM THE STORAGE AREA WHEN SEDIMENT DEPTH HAS BUILT UP TO ONE-HALF THE HEIGHT OF THE STONE OUTLET. REPAIR DISLODGED OR MISSING STONE RIP-RAP AND REPAIR ANY DOWNSTREAM EROSION.
- ROCK CHECK DAM:**
- INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA UPSTREAM OF THE DAM WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE DAM HEIGHT. REPAIR DAMAGE TO THE CHANNEL IN THE VICINITY OF THE CHECK DAMS IMMEDIATELY TO PREVENT ADDITIONAL DAMAGE. REPLACE MISSING OR DISLODGED ROCK AS NEEDED TO MAINTAIN THE DESIGN HEIGHT AND CROSS SECTION OF THE CHECK DAM.
- CURB INLET/GRATE INLET/WYE INLET:**
- INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA SURROUNDING THE INLET/GRATE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE PROTECTION HEIGHT. DEVICE SHALL BE INSPECTED FOR GAPS AT BASE, AND SHALL BE REPLACED AS NEEDED.

EROSION CONTROL LEGEND

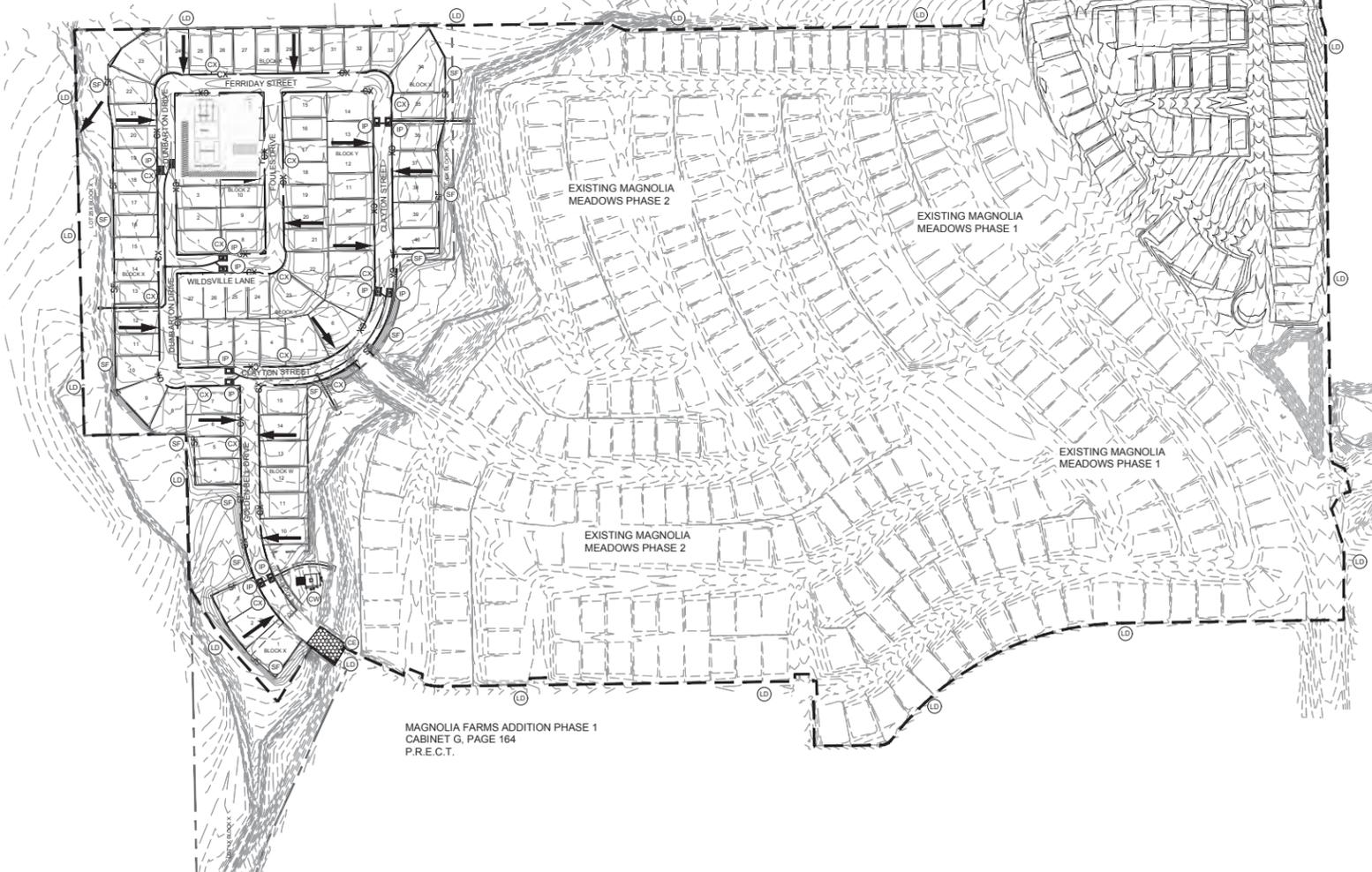
	6.32	PROPOSED CONTOUR
	6.32	EXISTING CONTOUR
	<	HIGH POINT
	>	SWALE
	CX	CURLEX
	SF	SILT FENCE
	LD	LIMITS OF DISTURBANCE
	CE	CONSTRUCTION ENTRANCE/EXIT
	IP	
	CD	
	TP	

STANDARD EROSION CONTROL GENERAL NOTES

1. EROSION CONTROL DEVICES SHOWN ON THIS PLAN SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBING ACTIVITIES ON THE PROJECT.
2. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THIS PROJECT. CHANGES ARE TO BE APPROVED BEFORE CONSTRUCTION BY THE DESIGN ENGINEER AND THE CITY ENGINEERING DIVISION.
3. IF THE EROSION CONTROL PLAN AS APPROVED CANNOT CONTROL EROSION AND OFF-SITE SEDIMENTATION FROM THE PROJECT, THE EROSION CONTROL PLAN WILL BE REQUIRED TO BE REVISED AND/OR ADDITIONAL EROSION CONTROL DEVICES WILL BE REQUIRED ON SITE.
4. INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO INSURE THAT THE DEVICES ARE FUNCTIONING PROPERLY. WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN STONES OR MUD IS BEING TRACKED ONTO A PUBLIC ROADWAY THE AGGREGATE PAD MUST BE WASHED DOWN OR REPLACED. RUNOFF FROM THE WASHDOWN OPERATION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BMP TO CONTROL OFF SITE SEDIMENTATION. PERIODIC RE-GRADING OR THE ADDITION OF NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFICIENCY OF THE INSTALLATION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL OF N.O.I., N.O.T. AND ANY ADDITIONAL INFORMATION REQUIRED BY THE TCEQ. CONTRACTOR SHALL COMPLY WITH ALL TCEQ STORMWATER POLLUTION PREVENTION REQUIREMENTS. COPIES TO BE PROVIDED TO THE CITY OF GLENN HEIGHTS.

SITE MAP GENERAL NOTES

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR SELECTION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL SWPPP CONTROLS - CONTROLS SHOWN ON THIS SITE MAP ARE SUGGESTED CONTROLS ONLY.
2. CONTRACTOR SHALL RECORD INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL DATES FOR EACH BMP EMPLOYED (WHETHER CALLED OUT ON ORIGINAL SWPPP OR NOT) DIRECTLY ON THE SITE MAP.
3. DRAINAGE PATTERNS ARE SHOWN ON THIS PLAN BY PROPOSED AND EXISTING CONTOURS, FLOW ARROWS AND/OR SLOPES.
4. TEMPORARY AND PERMANENT STABILIZATION PRACTICES AND BMP'S SHALL BE INSTALLED AT THE EARLIEST POSSIBLE TIME DURING THE CONSTRUCTION SEQUENCE. AS AN EXAMPLE, PERIMETER SILT FENCE SHALL BE INSTALLED BEFORE COMMENCEMENT OF ANY GRADING ACTIVITIES. OTHER BMP'S SHALL BE INSTALLED AS SOON AS PRACTICABLE AND SHALL BE MAINTAINED UNTIL FINAL SITE STABILIZATION IS ATTAINED. CONTRACTOR SHALL ALSO REFERENCE CIVIL AND LANDSCAPE PLANS SINCE PERMANENT STABILIZATION IS PROVIDED BY LANDSCAPING, THE BUILDING(S), AND SITE PAVING.
5. BMP'S HAVE BEEN LOCATED AS INDICATED ON THIS PLAN IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES IN ORDER TO MINIMIZE SEDIMENT TRANSFER. FOR EXAMPLE: SILT FENCES LOCATED AT TOE OF SLOPE AND INLET PROTECTION FOR INLETS RECEIVING SEDIMENT FROM SITE RUN-OFF.
6. SANITARY SEWER EFFLUENT IS DISPOSED OF VIA AN ONSITE SEWER SYSTEM CONNECTED TO A MUNICIPAL SEWER SYSTEM.



MAGNOLIA FARMS ADDITION PHASE 1
CABINET G, PAGE 164
P.R.E.C.T.

No.	REVISIONS	DATE	BY

Kimley-Horn

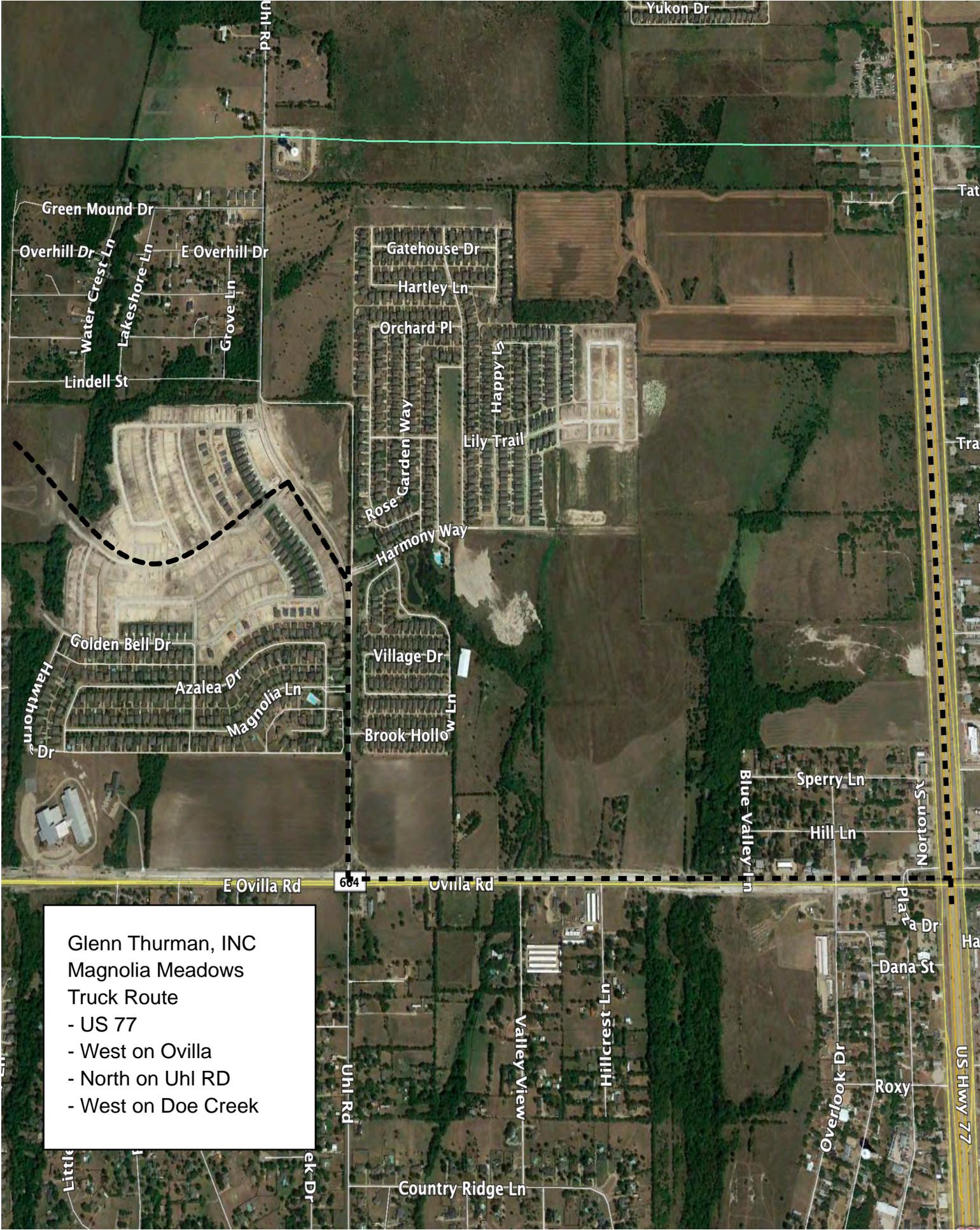
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
 6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034
 PHONE: 972-335-3580 FAX: 972-335-3779
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM F-928



KHA PROJECT	068517087
DATE	AUGUST 2020
SCALE	AS SHOWN
DESIGNED BY:	BTL
DRAWN BY:	DKT
CHECKED BY:	TLF

EROSION CONTROL PLAN

MAGNOLIA MEADOWS
 PHASE 4
 CITY OF GLENN HEIGHTS,
 ELLIS COUNTY, TEXAS



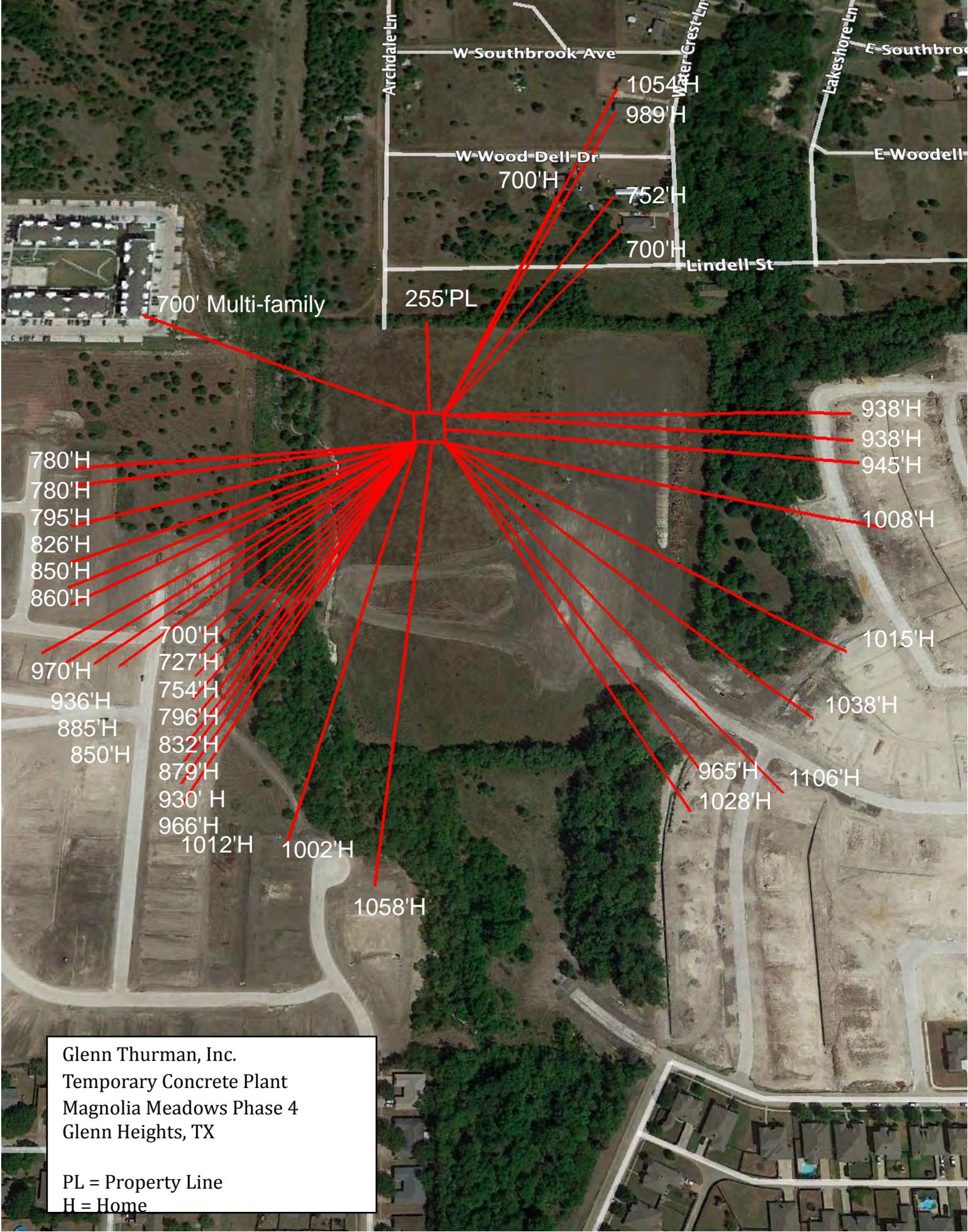
Glenn Thurman, INC
Magnolia Meadows
Truck Route

- US 77
- West on Ovilla
- North on Uhl RD
- West on Doe Creek

W Wood Dell Dr



Glenn Thurman, INC
Proposed truck routing for
export of concrete from Mangnolia
Meadows Phase 4 to Villages of
Charleston Phase 3.
Glenn Heights, TX



700' Multi-family

255'PL

W Southbrook Ave

W Wood-Dell Dr

Lindell St

1054'H

989'H

752'H

700'H

E Southbrook

E Woodell

780'H
780'H
795'H
826'H
850'H
860'H

970'H
936'H
885'H
850'H

700'H
727'H
754'H
796'H
832'H
879'H
930' H
966'H
1012'H

1002'H

1058'H

938'H
938'H
945'H

1008'H

1015'H

1038'H

965'H
1028'H

1106'H

Glenn Thurman, Inc.
Temporary Concrete Plant
Magnolia Meadows Phase 4
Glenn Heights, TX

PL = Property Line
H = Home

EXHIBIT C
[Process Flow Diagram]

EXHIBIT "C"

PROCESS FLOW DIAGRAM

