

Council Chambers at City Hall
Tuesday, April 15, 2025
7 p.m.



William E. Dollar Municipal Building
200 N. Fifth St.
Garland, Texas

GARLAND

CITY OF GARLAND REGULAR MEETING OF THE CITY COUNCIL

The Garland City Council extends to all visitors a sincere welcome. We value your interest in our community and your participation in the meetings of this governing body. Visit GarlandTX.gov/Council for a full list of meeting dates.

The Council Chambers at Garland City Hall is wheelchair accessible, and ADA parking is available on State Street as well as in the public parking garage behind City Hall. Persons who may need assistive listening devices or interpretation/translation services are asked to contact the City Secretary's Office at 972-205-2404 as soon as possible prior to the meeting so that we may do all we can to provide appropriate arrangements.

Garland City Council meetings are livestreamed and available on-demand at GarlandTX.tv. They are also broadcast on Spectrum Channel 16, Frontier Channel 44 and AT&T Uverse Channel 99. Closed captioning is available for each in English and Spanish.

NOTICE: Pursuant to Section 551.127 of the Texas Government Code, one or more members of the City Council may attend this meeting by internet/video remote means. A quorum of the City Council, as well as the presiding officer, will be physically present at the above identified location. Members of the public that desire to make a public comment must attend the meeting in person.

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations, recognize attendees or accomplishments, and make announcements regarding City events or other matters of interest to citizens including but not limited to listed items. There will be no Council discussion or votes on these matters.

- Volunteer Appreciation Week

CONSENT AGENDA

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

1. Approve the minutes of the April 1, 2025 Regular Meeting

2. Approve the following bids:

- a. Change Order for Park Mowing Bid No. 0624-24
- Yellowstone Landscape Central \$22,000.00
- This request is for a change order to an existing contract BL 9852 for additional locations added to the 2024 Park Mowing.*
- b. Change Order for Median Mowing Bid No. 0634-24
- Carruthers Landscape Management \$78,000.00
- This request is to provide additional locations and cycles for 2024 Median Mowing.*
- c. Design Contract for the 2025 Alley & Wastewater Improvements - Group 2 Bid No. 0836-25
- Grantham & Associates, Inc. \$279,865.00
- This request is to award a professional services contract to Grantham & Associates, Inc. in the amount of \$279,865 for the design of paving and wastewater improvements to various alleys located in Council Districts 1 and 8.*
- d. GP&L and TMPA Substation Transformer and Breaker Services Bid No. 0548-25
- City Transformer Service Co. \$1,500,000.00
- This request is to obtain as-needed maintenance services for GP&L and TMPA substation transformers, circuit breakers, and SF6 gas and oil analysis. This approval is for a term contract with four (4) optional renewals. Expenses related to TMPA will be reimbursed at 100%.*
- e. Term Contracts for Asphalt Materials Bid No. 0875-25
- Austin Asphalt, Inc. \$250,000.00
- This request is to award a term contract for asphalt materials to support the Street Department's maintenance program. This approval is for a one-year term per contract with no renewal options.*
- f. 2025 Term Erosion Mitigations Contract Bid No. 0313-25
- Stoic Civil Construction, Inc. \$450,000.00
- This request is to provide on-call erosion mitigations to stabilize existing channels and streambank throughout the City of Garland. The installation of erosion mitigations is to either protect city infrastructures under the Drainage Maintenance Program or to stabilize streambank when requested by residential and commercial property owners in accordance with the City's Drainage Participation Program.*
- g. Design Contract for Westminister Lane & Wilmington Drive Water, Wastewater & Drainage Improvements Bid No. 0882-25
- Westwood Professional Services \$276,192.50
- This request is to award a professional services contract to Westwood Professional Services in the amount of \$276,192.50 for the design of water, wastewater, and drainage improvements to Westminister Lane and Wilmington Drive.*

Carruthers Landscape Management

\$57,500.00

This request is for a change order to existing contract BL 9805 to provide additional locations for 2024 Right of Way Mowing.

3. **A public hearing was previously conducted for the zoning case(s) below. Council approved the zoning request(s) and instructed staff to bring forth the following ordinances:**

a. **Z 24-18 Tarmandeep Toor (District 7)**

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a change in zoning to a Planned Development (PD) District for Neighborhood Services (NS) Uses and Convenience Store Use, (2) a Specific Use Provision (SUP) for a Fuel Pumps, Retail Use, and (3) a Concept Plan for a Convenience Store and Shopping Center with Fuel Pumps, Retail on a 2.66 acre tract of land located at 4151 North Garland Avenue; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

b. **Z 24-41 Development Engineering Consultants, LLC (District 1)**

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) an amendment to Planned Development (PD) District 00-39 for a Landscape Nursery (Retail) Use and (2) a Concept Plan for a Landscape Nursery (Retail) Use on a 4.00 acre tract of land located at 4400 North President George Bush Highway; providing for conditions, restrictions, and regulations; providing a penalty under the Provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

c. **Z 25-04 Bobtown Enterprises, Inc. and David Najafi (District 3)**

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a change in zoning from Community Office (CO) District to Neighborhood Services (NS) District on a 3.792 acre tract of land located at 429 and 455 East Interstate Highway 30; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

4. **Franchise Ordinance for Oncor Electric Delivery Company, LLC**

Approve a franchise ordinance with Oncor Electric Delivery Company, LLC in the form attached. Council was briefed on this item at the March 31, 2025 Work Session.

5. **Shiloh Road CIP 14317 Parcel E39 - Acquisition of Property Located at 2329 Proctor Street**

Approve a purchase agreement and relocation assistance package negotiated with Victoria Covarrubias Rubio for the acquisition of fee simple interest from real property located at 2329 Proctor Street for additional right-of-way along Shiloh Road, and authorize the City Manager to execute such documents necessary to complete the transaction. Council was briefed on this item at the March 31, 2025 Work Session.

6. Shiloh Road CIP 14317 Parcel E43 - Acquisition of Property Located at 2329 Stanford Street

Approve a purchase agreement and relocation assistance package negotiated with Walter and Silvia Alcantara for the acquisition of fee simple interest from real property located at 2329 Stanford Street for additional right-of-way along Shiloh Road, and authorize the City Manager to execute such documents necessary to complete the transaction. Council was briefed on this item at the March 31, 2025 Work Session.

7. Increase Property Tax Exemptions for Seniors and Homestead for 2025 Tax Year

Approve increasing the Senior Exemption to \$60,000 and Homestead Exemption to 11% for 2025 Tax Year. Council was briefed on this item at the March 31, 2025 Work Session.

8. Notice of Intent for Sale of Certificates of Obligation

Approve a resolution that authorizes the publication of a Notice of Intent to Issue Certificates of Obligation. Council was briefed on this item at the March 31, 2025 Work Session.

ITEMS FOR INDIVIDUAL CONSIDERATION

Members of the audience may provide public comment in favor, in opposition or about any of the items for individual consideration. Anyone wishing to speak must fill out a speaker card (located at the entrance to the Council Chambers) and give it to the City Secretary in advance of the respective agenda item. Speakers are grouped by agenda item and will be called in the order of the agenda. All comments and testimony are to be presented from the podium. The Mayor may impose a time limit and may provide for rebuttal.

9. Hold public hearing(s) on the following Case(s):

a. Public Hearing Regarding the Allocation of the 2025-2026 CDBG, HOME and ESG Federal Grant Programs

Public Hearing to provide input regarding the distribution of the Community Development Block Grant (CDBG) funding, HOME infill Partnership Grant (HOME) funding, and the Emergency Solutions grant (ESG) funding for the forthcoming 2025-2026 grant program year. As part of the allocation procedure, this hearing is mandated to gather feedback from any concerned parties regarding the 2025-2026 federal grant program allocations.

10. Hold public hearing(s) on the following Zoning Case(s):

a. Reconsideration Request of a Previously Denied Zoning Application (File No. Z 24-29, Nayeb Management, LLC, District 5)

Cynthia Olalde submitted a written request to the City Council to reconsider the previously denied Zoning Case Z 24-29 (Nayeb Management, LLC). This property is located at 1350 Northwest Highway, Suite 107. The City Council previously considered and denied this application on March 18, 2025.

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

Terms are usually staggered whereby at least half of the membership has previous experience. Members are appointed based on qualifications.

11. Councilmember Chris Ott

- Libby Odom - Parks & Recreation Advisory Board

CITIZEN COMMENTS

Members of the audience wishing to address issues not on the meeting agenda may have three minutes to speak. However, according to the Texas Open Meetings Act, Council is prohibited from discussing any item not on the posted agenda.

ADJOURN

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

1. Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.
2. The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.
3. A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.
4. Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.
5. The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.
6. Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have to locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.
7. Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:
 - generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
 - bidding and pricing information for purchased power, generation, and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
 - effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
 - risk management information, contracts, and strategies, including fuel hedging and storage;
 - plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
 - customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]



Each year, the City Council reviews and updates its goals for the Garland community and City operations. City management uses these goals to guide operational priorities, decision-making and resource allocation.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

1.

Meeting Date: 04/15/2025

Title: April 1, 2025 Regular Meeting Minutes

Submitted By: Jennifer Stubbs, City Secretary

Issue/Summary

Approve the minutes of the April 1, 2025 Regular Meeting

Background

N/A

Consideration / Recommendation

Approve the April 1, 2025 Regular Meeting Minutes as presented.

Attachments

April 1, 2025 Regular Meeting Minutes

DRAFT



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, April 1, 2025, in the Council Chambers at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

Present: Mayor Scott LeMay
Mayor Pro Tem Ed Moore
Deputy Mayor Pro Tem Margaret Lucht
Council Member Jeff Bass
Council Member Kris Beard
Council Member B.J. Williams
Council Member Carissa Dutton
Council Member Dylan Hedrick
Council Member Chris Ott

Staff Present: City Manager Jud Rex
Deputy City Manager Mitch Bates
Assistant City Manager Andy Hesser
Assistant City Manager Crystal Owens
Assistant City Manager Phil Urrutia
City Attorney Brian England
City Secretary Jennifer Stubbs
Planning Director Nabila Nur

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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Councilmember Ott provided the legislative prayer and led those in attendance in reciting the Pledge of Allegiance to the Flag of the United States of America.

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations, recognize attendees or accomplishments, and make announcements regarding City events or other matters of interest to citizens including but not limited to listed items. There will be no Council discussion or votes on these matters.

- Pet of the Month

Christine Fuentes announced the pet of the month; Squinkley and Squeaky.

Mayor LeMay presented a Resolution temporarily renaming select City streets in honor of April Fools' Day, celebrating puns, lightheartedness, and local road recognition.

CONSENT AGENDA

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

Councilmember Ott made a motion to approve the consent agenda. Mayor Pro Tem Moore seconded the motion. All voted in favor. The motion carried.

1. **APPROVED** Approve the minutes of the March 18, 2025 Regular Meeting
2. **Approve the following bids:**
 - a. **APPROVED** **GP&L Brand Road to Ben Davis 138kV Transmission Line Rebuild Engineering Services** **Bid No. 0805-25**

Burns & McDonnell Engineering Company, Inc. \$1,407,500.00

This request is for engineering services to design the rebuild of the GP&L Brand Road to Ben Davis 138kV Transmission Line. Services include transmission and distribution line design, field engineering, survey, easement and permitting support. This is part of the approved GP&L Brand Road to Ben Davis Transmission Line Capacity Upgrade CIP project.
 - b. **APPROVED** **GP&L Wynn Joyce Pole Replacement Construction Services** **Bid No. 0610-25**

Primoris T&D Services, LLC \$4,726,766.13

This request is for construction services for the replacement of the GP&L Wynn Joyce Transmission Line poles. This is part of the approved GP&L Wynn Joyce Pole Replacement CIP project. An owner's contingency is included for any additional services that may be required.
 - c. **APPROVED** **GP&L King Mountain to Grandfalls 345kV Transmission Line Materials** **Bid No. 0813-25**

Techline, Inc. \$768,143.75

This request is for materials needed for the construction of the GP&L King Mountain to Grandfalls 345kV Transmission Line. This is part of the approved GP&L King Mountain to Grandfalls 345kV Transmission Line CIP project.
 - d. **APPROVED** **GP&L Mesa View 345kV Transmission Line Materials** **Bid No. 0815-25**

Techline, Inc. \$768,143.75

This request is for materials needed for the construction of the GP&L Mesa View 345kV Transmission Line. This is part of the approved GP&L Mesa View Point of Interconnection CIP project.
 - e. **APPROVED** **GP&L and TMPA Vegetation Management** **Bid No. 0504-25**

Trees, Inc. \$500,500.00

This request is for tree trimming services and vegetation management of GP&L and TMPA

transmission right-of-way.

- f. **APPROVED** **GP&L Fairdale to Walnut 138kV Transmission Line Rebuild Engineering Services** **Bid No. 0817-25**

Burns & McDonnell Engineering Company, Inc. \$2,328,200.00

This request is for engineering services to design the rebuild of the GP&L Fairdale to Walnut 138kV Transmission Line. Services include transmission and distribution line design, field engineering, survey, and construction support. This is part of the approved GP&L Fairdale to Walnut Transmission Line Capacity Upgrade CIP project.

- g. **APPROVED** **GP&L Centerville to McCree 345kV Transmission Line Construction Services** **Bid No. 0645-25**

Power Standard, LLC \$2,500,000.00

This request is for construction services for the rebuild of the GP&L Centerville to McCree Transmission Line. This is part of the approved GP&L Centerville to McCree 138kV Transmission Line Upgrade CIP project. An owner's contingency is included for any additional services that may be required.

- h. **APPROVED** **GP&L College to Brand Road 345kV Transmission Line Upgrade** **Bid No. 0518-25**

Power Standard, LLC \$10,538,336.56

This request is for construction services for the rebuild of the GP&L College to Brand Road 138kV Transmission Line. This is part of the approved GP&L College to Brand Road 138kV Transmission Line Upgrade CIP project. An owner's contingency is included for any additional services that may be required.

3. **APPROVED** **Ordinance Adopting FY 2024-25 Annual Operating Budget Amendment No. 1**

Approve an ordinance amending the FY 2024-25 Annual Operating Budget for Budget Amendment No. 1. Council considered the proposed budget amendment at the March 17, 2025 Work Session.

4. **APPROVED** **Grant Disbursement Agreement - Garland Housing Finance Corporation**

Accept a \$540,000 grant from the Garland Housing Finance Corporation (GHFC) to continue the Garland Partnership Program with the City of Garland. Council considered this item at the March 17, 2025 Work Session.

ITEMS FOR INDIVIDUAL CONSIDERATION

Members of the audience may provide public comment in favor, in opposition or about any of the items for individual consideration. Anyone wishing to speak must fill out a speaker card (located at the entrance to the Council Chambers) and give it to the City Secretary in advance of the respective agenda item. Speakers are grouped by agenda item and will be called in the order of the agenda. All comments and testimony are to be presented from the podium. The Mayor may impose a time limit and may provide for rebuttal.

5. **Hold public hearing(s) on the following Case(s):**

- a. **APPROVED** **Garland Development Code (GDC) Amendment (25-04)**

Hold a public hearing to consider amendments to Chapter 2, Article 5 Use Regulations, Chapter 2, Attachment 1 -- Land Use Matrix as it relates to Commercial Drone Delivery Hub, and Chapter 6 Definitions.

Ms. Nur provided a presentation on the item. She stated that the Plan Commission and staff recommended approval, and provided additional information. Ms. Nur answered questions of the Council. There was no one present who wished to speak under the public hearing.

Councilmember Hedrick made a motion to approve the item as presented. Deputy Mayor Pro Tem Lucht seconded the motion. All voted in favor. The motion carried.

6. Hold public hearing(s) on the following Zoning Case(s):

- a. POSTPONED** Consider a request by Prime Data Centers/Munsch Hardt Kopf & Harr proposing an expansion of the existing Planned Development (PD) District 23-47 for a Data Center and Electric Substations to the northeast corner of Arapaho Road and Holford Road, currently zoned Agricultural (AG) District. The site is located at 2000 Holford Road in District 7.

Consider and take appropriate action on the application of Prime Data Centers / Munsch Hardt Kopf & Harr, requesting approval of 1) an expansion of the existing Planned Development district 23-47 for Community Office (CO) uses to include additional area (currently zoned Agricultural) within the PD boundary to primarily accommodate a change in the driveway location 2) an updated Concept Plan for a Data Center and Electric Substations. The site is located at the Northeast Corner of Arapaho Road and Holford Road. (District 7) (File Z 24-37) The developer has requested that this item be considered at the May 6, 2025 Regular Meeting.

Mayor LeMay stated that the applicant requested to postpone this item until May 6th. Councilmember Hedrick made a motion to postpone the item to the May 6th Meeting. Mayor Pro Tem Moore seconded the motion. All voted in favor. The motion carried.

- b. APPROVED** Consider a request by Tarmandeep Toor, proposing a Planned Development (PD) District & Specific Use Provision (SUP) for a Shopping Center and Fuel Pumps, Retail. The site is located at 4151 North Garland Avenue in District 7.

Consider and take appropriate action on the application of Tarmandeep Toor, requesting approval of 1) a Change in Zoning to a Planned Development (PD) District for Neighborhood Services (NS) Uses and Convenience Store Use, 2) a Specific Use Provision (SUP) for a Fuel Pumps, Retail Use, and 3) a Concept Plan for a Convenience Store with Fuel Pumps, Retail and a Shopping Center. The site is located at 4151 North Garland Avenue. (District 7) (File Z 24-18)

Ms. Nur provided a presentation on the item. She stated that the Plan Commission and staff recommended denial. Discussion followed.

Applicant on this Item: Sean Tour

Speaker on this Item: Troy McGilvray

Councilmember Hedrick made a motion to approve the item as presented. Councilmember Bass seconded the motion. The vote was: Councilmember Hedrick, yes; Councilmember Ott, yes; Mayor LeMay, no; Councilmember Bass, yes; Councilmember Beard, yes; Mayor Pro Tem Moore, no; Councilmember Williams, yes; Deputy Mayor Pro Tem Lucht, no; and Councilmember Dutton, no. The motion carried.

- c. APPROVED** Consider a request by Bobtown Enterprises Inc. and David Najafi, requesting a zoning change from Community Office (CO) to Community Retail (CR). The site is located at 429 and 455 E Interstate Highway 30 in District 3.

Consider and take appropriate action on the application of Bobtown Enterprises Inc. and David Najafi, requesting approval of a Change in Zoning from Community Office (CO) to Community Retail (CR). (District 3) (File Z 25-04)

Ms. Nur provided a presentation on the item. She stated that the Plan Commission recommended Neighborhood Services zoning instead of Community Retail. Ms. Nur answered

questions of the Council. There was no one present who wished to speak under the public hearing.

Mayor Pro Tem Moore made a motion to approve the NS Zoning as presented. Councilmember Williams seconded the motion. All voted in favor. The motion carried.

- d. APPROVED** Consider a request by Development Engineering Consultants, LLC, proposing an amendment to Planned Development (PD) District 00-39 to allow a Landscape Nursery Retail Use. The site is located near 4400 President George Bush Highway, in District 1.

Consider and take appropriate action on the application of Development Engineering Consultants, LLC, requesting approval of 1) an Amendment to Planned Development (PD) District 00-39 for a Landscape Nursery Retail Use and 2) a Concept Plan for a Landscape Nursery Retail Use. The site is located at 4400 North President George Bush Highway. (District 1) (File Z 24-41)

Ms. Nur provided a presentation on the item.

Applicants who spoke on this Item: Alyson Archer Goodhartz, Michael Walters, and Dave Boetcer.

Speakers on this Item: Barbra R. Powers and AJ Cole.

Councilmember Bass made a motion to approve the item. Deputy Mayor Pro Tem Lucht seconded the motion. All voted in favor. The motion carried.

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

Terms are usually staggered whereby at least half of the membership has previous experience. Members are appointed based on qualifications.

7. APPROVED Councilmember Dylan Hedrick

- Kathleen Gardner, PhD, Senior Citizens Advisory Commission

Councilmember Hedrick made a motion to appoint Kathleen Gardner to the Senior Citizens Advisory Commission. Councilmember Dutton seconded the motion. All voted in favor. The motion carried.

CITIZEN COMMENTS

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Michael Duane and AJ Cole.

ADJOURN

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Mayor LeMay adjourned the meeting at 8:48 p.m.

Submitted By:

Scott LeMay, Mayor

Jennifer Stubbs, City Secretary



GARLAND
PURCHASING REPORT

City Council Regular Session

2. a.

Meeting Date: 04/15/2025

Item Title: Change Order for Park Mowing

Submitted By: D'Lee Williams, Managing Director

Bid Number: 0624-24

Purchase Justification:

This request is to provide additional park locations added in 2024 for Park Mowing.

Evaluation:

Yellowstone Landscape Central was awarded the original BL 9852 with four (4) optional renewals in the amount of \$236,858 on April 17, 2024. As competitive bids were not received for the change order, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Yellowstone Landscape Central	All	\$22,000.00
	TOTAL:	\$22,000.00

Basis for Award:

Change Order

Purchase Requisition #:

53499

Fiscal Impact

Account #: 451-6999

Fund/Dept/Project Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charges to Parks Maintenance Operations as incurred.

Budget Type:

Operating Budget

Fiscal Year:

2024-25

Document Location:

Page 159

Budget Director Approval:

Matt Watson

Approval Date:

04/09/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/07/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. b.

Meeting Date: 04/15/2025

Item Title: Change Order for Median Mowing

Submitted By: D'Lee Williams, Managing Director

Bid Number: 0634-24

Purchase Justification:

This request is to provide additional locations and cycles added in 2024 Median Mowing.

Evaluation:

Carruthers Landscape Management was awarded the original BL 9851 with four (4) optional renewals in the amount of \$576,000 at the April 16, 2024 City Council Meeting. As competitive bids were not received for the change order, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Carruthers Landscape Management	All	\$78,000.00
	TOTAL:	\$78,000.00

Basis for Award:

Change Order

Purchase Requisition #:

53502

Fiscal Impact

Account #: 451-6999

Fund/Dept/Project Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charges to Parks Maintenance Operations as incurred.

Budget Type:

Operating Budget

Fiscal Year:

2024-25

Document Location:

Page 159

Budget Director Approval:

Matt Watson

Approval Date:

04/09/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/07/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. c.

Meeting Date: 04/15/2025

Item Title: Design Contract for the 2025 Alley & Wastewater Improvements - Group 2

Submitted By: Tye Tingey, Sr. Civil Engineer

Bid Number: 0836-25

Purchase Justification:

This request is to award a professional services contract to Grantham and Associates, Inc. in the amount of \$279,865 for the design of alley and wastewater improvements of the 2025 Alley & Wastewater Improvement Group B Project. This project is a designated FY 2025 project in the Street Department's work program. Approximately 8,100 feet of pavement will be reconstructed for alleys serving the following streets:

Castle Drive/Medio Drive

Blanco Lane/Medio Drive

Pyramid Drive (North)

Moonglow Drive/Star Trek Lane

Corckett Street (South)

Kingsbridge Drive/Leicester Street

Royal Oaks Circle (West)

Camilla Lane/Lena Court

Guildford Drive/Homestead Place

Approximately 2,800 linear feet of sewer line replacement is also included in the project scope.

Evaluation:

Grantham & Associates, Inc. was selected as the Most Qualified firm for this project from RFQ 0712-23. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Grantham & Associates, Inc.	All	\$279,865.00
	TOTAL:	\$279,865.00

Basis for Award:

Most Qualified

Purchase Requisition #:

53464

Fiscal Impact

Total Project/Account: \$33,873,040

Expended/Encumbered to Date (Including this Item): \$14,931,518

Proposed Balance: \$18,941,522

Account #: Various

Fund/Dept/Project Description and Comments:

Infrastructure Repair & Replacement Fund / Maintenance Operations	831-4693-7101	\$215,728
Wastewater CIP / Relocation of Mains Prior to Paving Program	230-4149-3215700-7101	\$64,137
Total		\$279,865

Budget Type:

Operating Budget
CIP

Fiscal Year:	2024-25		
Document Location:	Op. - Page 239; Proposed CIP - Page 241		
Budget Director Approval:	Matt Watson	Approval Date:	04/08/2025
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	04/07/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. d.

Meeting Date: 04/15/2025

Item Title: GP&L and TMPA Substation Transformer and Breaker Services

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 0548-25

Purchase Justification:

This request is to obtain as-needed maintenance services for GP&L and TMPA substation transformers, circuit breakers, and SF6 gas and oil analysis. This approval is for a term contract with four (4) optional renewals. Expenses related to TMPA will be reimbursed at 100%.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated based on the published criteria. Integrated Power Services was considered non-responsive due to submitting an incomplete bid. City Transformer Service Co. received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
City Transformer Service Co.	All	\$1,500,000.00
	TOTAL:	\$1,500,000.00

Basis for Award:

Best Value

Purchase Requisition #:

53149

Fiscal Impact

Total Project/Account: N/A

Expended/Encumbered to Date (Including this Item): N/A

Proposed Balance: N/A

Account #: Various

Fund/Dept/Project Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to Electric Utility Fund Operations account(s) as incurred.

Attachments

Bid Recap 0548-25

Budget Type: Operating Budget

Fiscal Year: 2024-25

Document Location: Page 251

Budget Director Approval: Matt Watson **Approval Date:** 04/08/2025

Purchasing Director Approval: Gary L. Holcomb **Approval Date:** 04/07/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. e.

Meeting Date: 04/15/2025

Item Title: Term Contract for Asphalt Materials

Submitted By: Tye Tingey, Sr. Civil Engineer

Bid Number: 0875-25

Purchase Justification:

This approval is for a term contract with Austin Asphalt, Inc. to provide asphalt materials necessary for the on-going maintenance and repairs of streets and alleys throughout the City of Garland. A term is defined as either the annual expiration date or the expenditure of funds, whichever occurs first. Annual expenditures will align with budgeted funds but will not exceed the contract amount. This approval is for one year with no renewal options.

Evaluation:

The asphalt materials are being provided by Austin Asphalt, Inc. through an Interlocal Agreement with Tarrant County Contract 2022-191. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Austin Asphalt, Inc.	All	\$250,000.00
	TOTAL:	\$250,000.00

Basis for Award:

Interlocal Agreement

Purchase Requisition #:

53546

Fiscal Impact

Total Project/Account:

N/A

Expended/Encumbered to Date (Including this Item): \$250,000

Proposed Balance:

N/A

Account #:

831-4693-7111

Fund/Dept/Project Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to accounts as incurred.

Budget Type:

Operating Budget

Fiscal Year:

2024-25

Document Location:

Page 239

Budget Director Approval:

Matt Watson

Approval Date:

04/09/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/09/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. f.

Meeting Date: 04/15/2025

Item Title: 2025 Term Erosion Mitigations Contract

Submitted By: Michael Polocek, Engineering Director

Bid Number: 0313-25

Purchase Justification:

This request is to provide on-call Erosion Mitigations to stabilize existing channels and streambank throughout the City of Garland. The installation of erosion mitigations is to either protect city infrastructures under Drainage Maintenance Program or to stabilize streambank when requested by residential and commercial property owners in accordance with the City's Drainage Participation Program. This approval is for a Term Agreement with two (2) optional renewals.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Four (4) bids were received and evaluated. HGR Cement was deemed non-responsive due to submitting an incomplete bid. Stoic Civil Construction, Inc. is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Stoic Civil Construction, Inc.	All	\$450,000.00
	TOTAL:	\$450,000.00

Basis for Award:

Purchase Requisition #: 53048

Fiscal Impact

Total Project/Account: N/A

Expended/Encumbered to Date (Including this Item): \$450,000

Proposed Balance: N/A

Account #: Various

Fund/Dept/Project Description and Comments:

?????? Term Contract sets the price but does not commit funds. Expenses will be charged to Drainage Maintenance Program and Drainage Participation Program CIP accounts as incurred.

Attachments

Bid Recap 0313-25

Budget Type:

Fiscal Year:

Document Location:

Budget Director Approval:

Approval Date:

04/08/2025

Purchasing Director Approval:

Approval Date:

04/07/2025

[illegible]



GARLAND
PURCHASING REPORT

City Council Regular Session

2. g.

Meeting Date: 04/15/2025

Item Title: Design Contract for Westminister Lane & Wilmington Drive Water, Wastewater & Drainage Improvements

Submitted By: Tye Tingey, Sr. Civil Engineer

Bid Number: 0882-25

Purchase Justification:

Design Contract for Westminister Lane & Wilmington Drive Water, Wastewater & Drainage Improvements

Evaluation:

Westwood Professional Services was selected as the Most Qualified firm for this project from RFQ 0712-23. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Westwood Professional Services	All	\$276,192.50
	TOTAL:	\$276,192.50

Basis for Award:

Most Qualified

Purchase Requisition #:

53556

Fiscal Impact

Total Project/Account: \$276,193

Expended/Encumbered to Date (Including this Item): \$276,193

Proposed Balance: \$0

Account #: Various

Fund/Dept/Project Description and Comments:

Drainage CIP / Drainage Improvements Prior to Street Paving	\$205,046
Water CIP / Relocation of Mains Prior to Paving	52,985
Wastewater CIP / Relocation of Mains Prior to Paving	18,162
Total	\$276,193

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Pages 108, 202, & 241

Budget Director Approval:

Matt Watson

Approval Date:

04/08/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/07/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. h.

Meeting Date: 04/15/2025

Item Title: Change Order for Right of Way Mowing

Submitted By: D'Lee Williams, Managing Director

Bid Number: 1268-22

Purchase Justification:

This request is for additional locations and cycles in 2024 for Right of Way Mowing.

Evaluation:

Carruthers Landscape Management was awarded the original BL 9805 with four (4) optional renewals in the amount of \$329,000 at the March 7, 2023 City Council Meeting. As competitive bids were not received for the change order, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Carruthers Landscape Management	All	\$57,500.00
	TOTAL:	\$57,500.00

Basis for Award:

Change Order

Purchase Requisition #:

53503

Fiscal Impact

Account #: 451-6999

Fund/Dept/Project Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charges to Parks Maintenance Operations as incurred.

Budget Type:

Operating Budget

Fiscal Year:

2024-25

Document Location:

Page 159

Budget Director Approval:

Matt Watson

Approval Date:

04/09/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/07/2025



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

3. a.

Meeting Date: 04/15/2025

Title: Z 24-18 Tarmandeep Toor (District 7)

Submitted By: Nabila Nur, Planning and Development Director

Issue/Summary

Zoning Ordinance Z 24-18 Tarmandeep Toor

Background

Zoning Case Z 24-18 was approved via public hearing during the April 1, 2025 Regular City Council meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

Z 24-18 Ordinance
Z 24-18 Exhibit A
Z 24-18 PD & SUP Conditions
Z 24-18 Concept Plan

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) A CHANGE IN ZONING TO A PLANNED DEVELOPMENT (PD) DISTRICT FOR NEIGHBORHOOD SERVICES (NS) USES AND CONVENIENCE STORE USE, (2) A SPECIFIC USE PROVISION (SUP) FOR A FUEL PUMPS, RETAIL USE, AND (3) A CONCEPT PLAN FOR A CONVENIENCE STORE AND SHOPPING CENTER WITH FUEL PUMPS, RETAIL ON A 2.66 ACRE TRACT OF LAND LOCATED AT 4151 NORTH GARLAND AVENUE; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 10th day of March 2025, the Plan Commission did consider and make recommendations on a certain request for (1) a Change in Zoning to a Planned Development (PD) District for Neighborhood Services (NS) Uses and Convenience Store Use, (2) A Specific Use Provision (SUP) for a Fuel Pumps, Retail Use, and (3) a Concept Plan for a Convenience Store with Fuel Pumps, Retail and shopping center by **Tarmandeep Toor**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving (1) a Change in Zoning to a Planned Development (PD) District for Neighborhood Services (NS) Uses and Convenience Store Use, (2) A Specific Use Provision (SUP) for a Fuel Pumps, Retail Use, and (3) a Concept Plan for a Convenience Store and Shopping Center with Fuel Pumps, Retail on a 2.66 acre tract of land located at 4151 North Garland Avenue and being more particularly described in "Exhibit A," attached hereto and made a part hereof.

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

FILE NO. Z 24-18

Section 7

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

PASSED AND APPROVED this _____ day of _____,
2025.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 24-18

Being a tract of land situated in the Onefre Alvarado Survey, Abstract No. 2, in the City of Garland, Dallas County, Texas and being a tract of land described in deed to the Woodlands on Spring Creek, a Texas limited partnership recorded in Instrument No. 201700226933, Deed Records, Dallas County, Texas (D.R.D.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" found for corner in the Northeast line of Arapaho Drive and at the South corner of Lot 1, Block 1, Woodlands Addition, an Addition to the City of Garland, Dallas County, Texas, according to the Map thereof recorded under Instrument No. 201800284923, Map Records, Dallas County, Texas (M.R.D.C.T.), being the West corner of said Woodlands on Spring Creek tract;

THENCE the following courses and distances meandering along the centerline of a creek:

North 45 degrees 00 minutes 30 seconds East, a distance of 52.89 feet to a point for corner;

North 56 degrees 32 minutes 26 seconds East, a distance of 47.14 feet to a point for corner;

North 75 degrees 48 minutes 16 seconds East, a distance of 57.07 feet to a point for corner;

North 58 degrees 00 minutes 20 seconds East, a distance 37.72 feet to a point for corner;

North 33 degrees 41 minutes 38 seconds East, a distance of 96.12 feet to a point for corner;

North 04 degrees 26 minutes 19 seconds East, a distance of 155.07 feet to point for corner;

ZONING FILE NUMBER Z 24-18

North 05 degrees 18 minutes 57 seconds West, a distance of 57.56 feet to a point for corner;

North 05 degrees 11 minutes 44 seconds East, a distance of 47.65 feet to a point for corner in the East line of said Lot 1, Block 1 of Woodlands Addition, at the West corner of Lot 1, Block 1, Jefferson Woodlands Addition, an Addition to the City of Garland, Dallas County, Texas, according to the Plat thereof recorded under Instrument No. 201800082094 (M.R.D.C.T.);

THENCE South 45 degrees 33 minutes 24 seconds East, a distance of 382.60 feet to a 1/2 inch yellow capped iron rod set for corner in the Northwest line of North Garland Avenue and at the South corner of said Lot 1, Block 1 of Jefferson Woodlands Addition;

THENCE South 44 degrees 26 minutes 36 seconds West, along the said Northwest corner of North Garland Avenue, a distance of 452.31 feet to an "X" found for corner in the said North Garland Avenue;

THENCE South 89 degrees 29 minutes 41 seconds West, a distance of 21.50 feet to an "X" found for corner in the Northeast line of said Arapaho Drive;

THENCE North 46 degrees 37 minutes 23 seconds West, along the said Northeast line Arapaho Drive, a distance of 224.67 feet to the POINT OF BEGINNING containing 115,895 square feet or 2.66 acres of land.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 24-18

4151 North Garland Avenue

- I. Statement of Purpose:** The purpose of this Planned Development (PD) is to allow and regulate the development of a Convenience Store and Shopping Center with Fuel Pumps, Retail Use.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Neighborhood Services (NS) District as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- Concept Plan: Development shall be in general conformance with the Concept Plan labeled Exhibit C. In the event there is conflict between the approved Concept Plan and the Specific Regulations below, the Specific Regulations shall apply.
- V. Specific Conditions:**
- A. Permitted Uses: In addition to the uses permitted within the Neighborhood Services (NS) District, Convenience Store Use shall be allowed by right, and Fuel Pumps, Retail shall be allowed by SUP.
- B. Concept Plan: The site layout, building placement, parking, walking paths, and other development proposed shall be in general conformance with the approved Concept Plan labeled Exhibit C.

SPECIFIC USE PROVISION

ZONING FILE Z 24-18

4151 North Garland Avenue

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Convenience Store with Fuel Pumps, Retail Use.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Neighborhood Services (NS) District as set forth in Chapter 2 of the Garland Development Code Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Abandonment:** In the event the land use for which this Specific Use Provision was granted ("Land Use") is abandoned, the SUP and all rights to the Land Use are automatically terminated, and the premises must be used in conformance with the PD, GDC, federal, and state law.

For the purposes of this Specific Use Provision, Abandonment is any of the following acts:

- A. A failure to apply for a site or building permit on the premises, where applicable, within 180 days of the effective date of this SUP;
- B. A failure to obtain a certificate of occupancy for the Land use within 730 days of the effective date of this SUP;
- C. A failure to commence operating the Land Use on the premises within 90 days of receiving a final certificate of occupancy for the Land Use;
- D. Discontinuance of the Land Use for a period of 180 days;
- E. Applying for, and receiving, a new Certificate of Occupancy for a use other than the Land Use; or

F. Operating a use on the premises, whether as a primary or secondary use, that is not allowed within the PD District, by the GDC, or by state or federal law.

The termination of utilities on the premises for a period of 180 calendar days is prima facie evidence of abandonment and the owner shall have the burden to prove that the Land Use has not been abandoned.

V. Specific Regulations:

Time Period: The Specific Use Provision shall have a twenty-five (25) year time period.

EXHIBIT C

VICINITY MAP

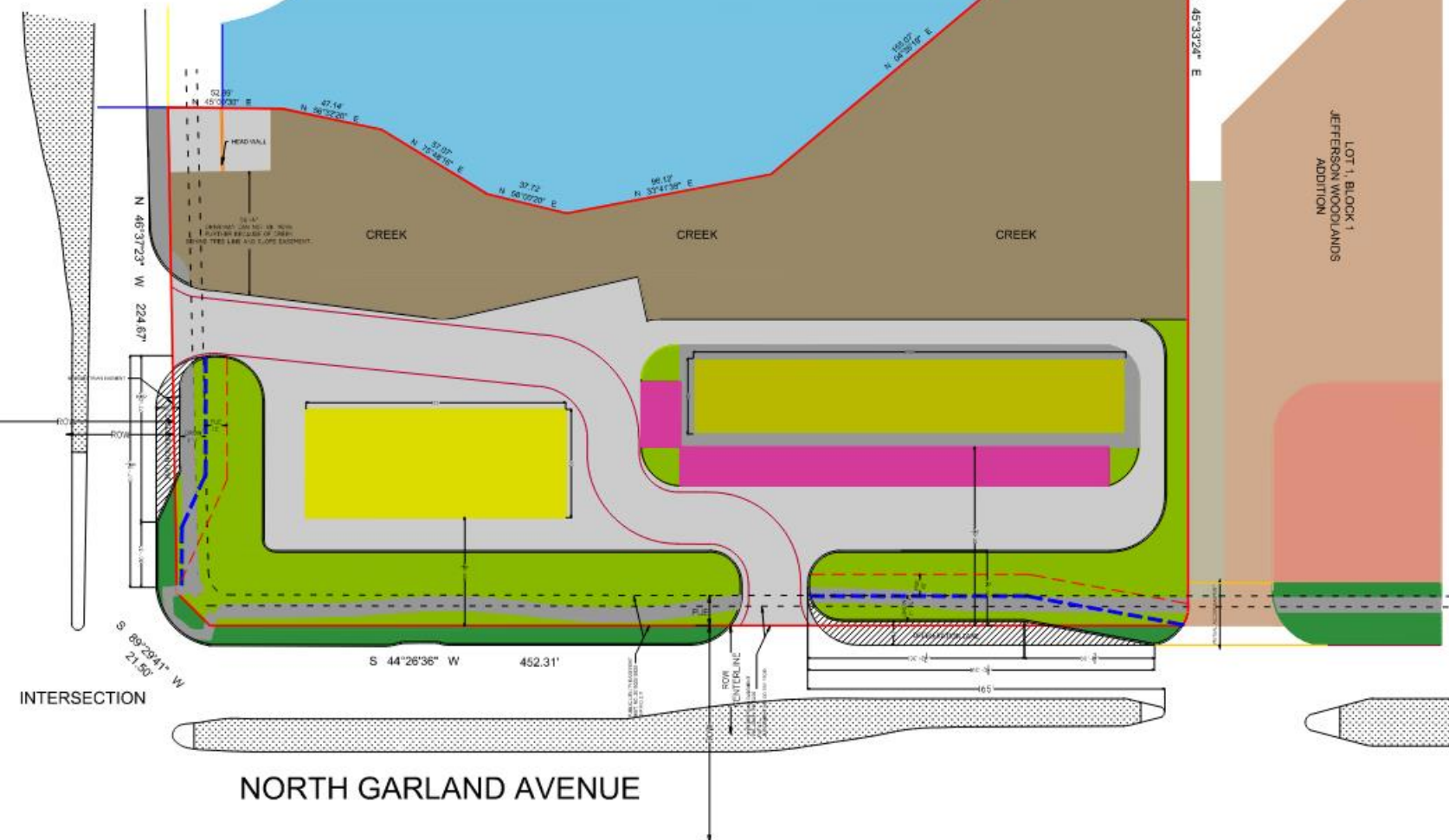


CONVENIENCE STORE & FUEL PUMPS

S.NO	NAME	QTY/AREA	SYMBOL
01	TOTAL PLOT AREA	115,895 SQFT. 2.66 ACRES	
02	CREEK		
03	PROPOSED BUILDING FOOTPRINT		
04	PROPOSED CANOPY FOOTPRINT		
05	PROPOSED GREEN AREA		
06	EXISTING OFFSITE GREENRY		
07	PROPOSED DRIVEWAY		
08	PROPOSED PARKING		
09	FLOOD PLAIN		
10	ADJACENT PROPERTY PARKING		
11	ADJACENT PROPERTY DRAVEWAY		
12	ADJACENT PROPERTY BUILDING		
13	MUTUAL ACCESS EASEMENT		

NOTE: SITE DESIGN AND CONSTRUCTION PLANS SHALL CONFIRM TO ALL REQUIREMENTS OF GARLAND DEVELOPMENT CODE (GDC), TECHNICAL STANDARD MANUAL (TSM), AND CITY CODES UNLESS AN APPROVED PD NARRATIVE CONDITION EXPRESSLY PROVIDES OTHERWISE. THE CONCEPT PLAN SHALL BE USED TO REPRESENT THE GENERAL IDEA OF THE PROPOSED LAND USE AND SITE ELEMENTS. THE CONCEPT PLAN SHALL NOT SUPERSEDE, AND SHALL BE SUBORDINATE TO, THE STANDARDS, REQUIREMENTS, AND CONDITIONS OF THE GDC, TSM, CITY CODE, OR THE APPROVED PD.

ARAPAHO DRIVE



NORTH GARLAND AVENUE

① CONCEPT PLAN

1

Project Title:-

GAS STATION &
RETAIL

Address:-

4165 N.GARLAND AVE,
GARLAND, TX 75040,USA

Owner Name:-

AJIT PAL SINGH
7609812244
pal.ajit@yahoo.com

Title:-

CONCEPT PLAN

CASE No:-

230912-2

Date:

FEB-02-2025

Scale:

1/32" = 1'-0"

Owner Name:-

BORING LLC
5025 BROADWAY AVENUE,
HALTOM CITY, TX 76117



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

3. b.

Meeting Date: 04/15/2025

Title: Z 24-41 Development Engineering Consultants, LLC (District 1)

Submitted By: Nabila Nur, Planning and Development Director

Issue/Summary

Z 24-41 Development Engineering Consultants, LLC

Background

Zoning Case 24-41 was approved via public hearing during the April 1, 2015 Regular City Council meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

Z 24-41 Ordinance

Z 24-41 Exhibit A

Z 24-41 PD Conditions

Z 24-41 Concept Plan

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) AN AMENDMENT TO PLANNED DEVELOPMENT (PD) DISTRICT 00-39 FOR A LANDSCAPE NURSERY (RETAIL) USE AND (2) A CONCEPT PLAN FOR A LANDSCAPE NURSERY (RETAIL) USE ON A 4.00 ACRE TRACT OF LAND LOCATED AT 4400 NORTH PRESIDENT GEORGE BUSH HIGHWAY; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 24th day of February 2025, the Plan Commission did consider and make recommendations on a certain request for (1) an Amendment to Planned Development (PD) District 00-39 for a Landscape Nursery (retail) Use and (2) a Concept Plan for a Landscape Nursery (retail) Use by **Development Engineering Consultants, LLC**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving (1) an Amendment to Planned Development (PD) District 00-39 for a Landscape Nursery (retail) Use and (2) a Concept Plan for a Landscape Nursery (retail) Use on a 4.00 acre tract of land located at 4400 North President George Bush Highway and being more particularly described in "Exhibit A," attached hereto and made a part hereof.

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

FILE NO. Z 24-41

PASSED AND APPROVED this _____ day of _____,
2025.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 24-41

BEING a tract of land situated in the James Howard Survey, Abstract No. 542, City of Garland, Dallas County, Texas, being part of a called 31.481 acre tract of land described in the Special Warranty Deed to Ameritrust Texas N.A., Trustee of the Oliver Dewey Mayor Foundation recorded in Volume 93010, Page 2883 of the Deed Records of Dallas County, Texas (DRDCT), being part of Lot 5, Block 1 of Replat of Lot 3, Block 1 Brand/190 Addition, an addition to the City of Garland, Texas according to the plat recorded in Volume 2003207, Page 204 DRDCT and being more particularly described as follows:

COMMENCING at a 4-inch Brass Disk in concrete stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found for the most southerly southeast corner of said Lot 5, Block 1, and being at the intersection of the northwest right-of-way line of East Brand Road (a variable width right-of-way) and the northeast right-of-way line of State Highway No. 190 (President George Bush Turnpike) (a variable width right-of-way);

THENCE with said northeast right-of-way line of State Highway No. 190, the following courses and distances:

North 47°45'22" West, a distance of 206.59 feet to a 4-inch Brass Disk in concrete stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found for corner;

North 59°17'47" West, a distance of 185.96 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the POINT OF BEGINNING;

North 59°17'47" West, a distance of 223.10 feet to a 4-inch Brass Disk in concrete stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found for corner;

ZONING FILE NUMBER Z 24-41

North 54°14'07" West, a distance of 145.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southeast corner of a called 7.8642 acre tract of land described in the Special Warranty Deed with Vendor's Lien to C&M Villareal Family Limited Partnership recorded in Instrument No.202200249682, Official Public Records of Dallas County, Texas (OPRDCT);

THENCE North 36°34'41" East, with the east line of said 7.8642 acre tract and over and across said Lot 5, Block 1, a distance of 436.75 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said 7.8642 acre tract and being in the south line of River Oaks Parkway (a 60-foot wide right-of-way);
THENCE with said south right-of-way line of River Oaks Parkway, the following courses and distances:

South 53°23'20" East, a distance of 22.66 feet to a 5/8-inch iron rod with plastic cap (stamping illegible) found for the beginning of a curve to the left, having a central angle of 49°20'12", a radius of 455.00 feet and a chord bearing and distance of South 78°03'26" East, 379.80 feet;

Southeasterly, with said curve to the left, an arc distance of 391.79 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 36°34'41" West, over and across said Lot 5, Block 1, a distance of 570.15 feet to the
POINT OF BEGINNING and containing a computed area of 174,240 square feet or 4.0000 acres of land.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 24-41

4400 North President George Bush Turnpike

I. Statement of Purpose: The purpose of this Planned Development (PD) amendment is to allow and regulate the development of a Landscape Nursery (retail) Use.

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

III. General Regulations: All regulations of the Community Retail (CR) District and Planned Development (PD) District 00-39 as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

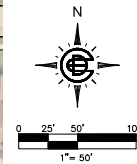
IV. Development Plans:

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

V. Specific Conditions:

- A. Permitted Use: In addition to the uses permitted within Planned Development (PD) District 00-39, Landscape Nursery (retail) Use shall be permitted by right.
- B. Concept Plan: The site layout, building placement, parking, walking paths, and other development proposed shall be in general conformance with the approved Concept Plan labeled Exhibit C.

Exhibit C



VICINITY MAP
N.T.S.

LEGEND

- PROP BUILDING FOOTPRINT
- PROP LANDSCAPE DISPLAY AREA
- PROP DRIVE AISLES
- PROP PARKING/LOADING
- PROP SIDEWALK
- PROP PERMANENT LANDSCAPE AREA

Moon Valley Nursery - Concept Plan Data Table	
FIT Consultation Number - City Case #240827	
Part of 13.3908 ac. - Lot 5 Block 1 - Brand/190 Addition	
Lot Area	5.00 ac. 217,800 ft ²
Zoning	
Existing Zoning	PD00-39
Proposed Zoning	PD00-39
*Proposed PD amendment to add Landscape Nursery (Retail) as an allowable use.	
Land Use	
Existing Land Use	Undeveloped
Proposed Land Use	Landscape Nursery
Proposed Building Area	1,680 ft ²
Proposed Outdoor Area	37,313 ft ²
Parking	
Required Parking - Landscape Nursery (Retail)	
1 space per 250 sf of ground floor area plus	7 spaces
1 space per 2,000 sf of outdoor display area	69 spaces
Total Required Spaces	75 spaces

NOTE:
SITE DESIGN AND CONSTRUCTION PLANS SHALL CONFORM TO ALL REQUIREMENTS OF THE GARLAND DEVELOPMENT CODE (GDC), TECHNICAL STANDARD MANUAL (TSM), AND CITY CODES UNLESS AN APPROVED PD NARRATIVE CONDITION EXPRESSLY PROVIDES OTHERWISE. THE CONCEPTUAL PLAN SHALL BE USED TO REPRESENT THE GENERAL IDEA OF THE PROPOSED LAND USE AND SITE ELEMENTS. THE CONCEPT PLAN SHALL NOT SUPERSEDE, AND SHALL BE SUBORDINATE TO, THE STANDARDS, REQUIREMENTS, AND CONDITIONS OF THE GDC, TSM, CITY CODE, OR THE APPROVED PD.

OWNER
OLIVER DEWEY MAYOR P.D.N.
777 MAIN STREET, SUITE 3500
FORT WORTH, TEXAS 76102
PHONE: (817) 348-5760
CONTACT: ALYSON GOODHARTZ
EMAIL: alyson@thearchitectcompany.com

APPLICANT - CIVIL ENGINEER
DEVELOPMENT ENGINEERING CONSULTANTS, LLC
5300 TOWN & COUNTRY BOULEVARD, SUITE 150
FRIEDRICH, TEXAS 77604
(409) 890-0060
CONTACT: RHONDA HURST, CFM
EMAIL: rhonda@dec-engineers.com

DEVELOPER
FALCON REALTY ADVISORS
7859 WALNUT HILL LANE
SUITE 375
DALLAS, TX 75230
(214) 384-4057
CONTACT: TIM HUGHES
EMAIL: thughes@falconrealestate.com


CONCEPT PLAN

MOON VALLEY NURSERY

PART OF LOT 5, BLOCK 1 REPLAT OF LOT 3 BLOCK 1
BRAND/190 ADDITION

4900 N PRESIDENT GEORGE BUSH HWY

CITY OF GARLAND, TEXAS

PRELIMINARY FOR REVIEW ONLY THESE DOCUMENTS ARE FOR REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION. BEFORE OR PERMITTING, THEY HAVE BEEN PREPARED BY OR UNDER THE SUPERVISION OF DANIEL B. STEWART, P.E. P.E. NO.: 107167 DATE: 12/16/24	 8000 TOWN & COUNTRY BOULEVARD, SUITE 150 FRIEDRICH, TEXAS 77604 (409) 890-0060 1816 FIRM NO. F20255	ISSUE DATE 12/16/24 CITY CASE NO. 240827-1	DEC FILE NO. 11071 SHEET NO. 1



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

3. c.

Meeting Date: 04/15/2025

Title: Z 25-04 Bobtown Enterprises, Inc. and David Najafi (District 3)

Submitted By: Nabila Nur, Planning and Development Director

Issue/Summary

Zoning Ordinance Z 25-04 Bobtown Enterprises, Inc. and David Najafi

Background

Zoning Case Z 25-04 was approved via public hearing during the April 1, 2025 Regular City Council meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

Z 25-04 Ordinance

Z 25-04 Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A CHANGE IN ZONING FROM COMMUNITY OFFICE (CO) DISTRICT TO NEIGHBORHOOD SERVICES (NS) DISTRICT ON A 3.792-ACRE TRACT OF LAND LOCATED AT 429 AND 455 EAST INTERSTATE HIGHWAY 30; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 10th day of March 2025, the Plan Commission did consider and make recommendations on a certain request for a change in zoning from Community Office (CO) District to Neighborhood Services District by **Bobtown Enterprises Inc**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving a change in zoning from Community Office (CO) District to Neighborhood Services (NS) District on a 3.792-acre tract of land located at 429 and 455 East Interstate Highway 30 and being more particularly described in "Exhibit A," attached hereto and made a part hereof.

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

FILE NO. Z 25-04

PASSED AND APPROVED this_____ day of _____,
2025.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

ZONING FILE NUMBER Z 25-04

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 25-04

All of Lot 2, Block 1, Bobtown Commons, an Addition to the
City of Garland, Dallas County, Texas.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

4.

Meeting Date: 04/15/2025
Title: Franchise Ordinance for Oncor Electric Delivery Company, LLC
Submitted By: Michael Polocek, Engineering Director
Strategic Focus Area: Safe Community
Reliable, Cost Efficient Utility
Services
Sound Governance and Finances

Issue/Summary

Council is requested to consider approving an franchise ordinance, replacing the current franchise ordinance with Oncor Electric Delivery Company, LLC that expires on April 30, 2025.

Background

In order to operate within Garland, gas and electric companies must still obtain a franchise from the City. While the scope of matters covered by franchise agreements has narrowed considerably over the years, having a franchise agreement in place is still important in defining and documenting the franchisee's obligation to pay compensation for right-of-way usage. Additionally, franchise agreements still regulate where a utility may locate its facilities and -- more importantly -- who pays if those facilities must be moved.

Oncor Electric Delivery Company, LLC (Oncor) provides electric service to various locations in Garland.

The attached franchise ordinance incorporates provisions allowed under the Public Utility Regulatory Act codified in the Texas Utilities Code.

The franchise with Oncor was most recently amended in 2002, following a settlement between Garland, six other cities, and TXU, predecessor to Oncor. It is set to expire on April 30, 2025. Oncor has agreed to the inclusion of a favored-nations clause, so the term of 25 years, which is the maximum allowed under the Garland City Charter, is acceptable.

As to revenues, the proposed franchise provides for the payment of franchise fees that include a base factor and a sum equal to four percent of gross revenues from discretionary service charges (the City currently receives approximately \$1.3 million per year in franchise fees from Oncor operations within the City).

Consideration / Recommendation

Council is requested to consider approving a franchise ordinance with Oncor Electric Delivery Company, LLC in the form attached. Council was briefed on this item at the March 31, 2025 Work Session.

Attachments

Proposed Electric Franchise City of Garland - FINAL

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND AUTHORIZED ASSIGNS, THE NONEXCLUSIVE RIGHT TO USE AND OCCUPY PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF GARLAND, TEXAS FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM; PRESCRIBING CONDITIONS GOVERNING THE USE OF THOSE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR COMPENSATION TO THE CITY OF GARLAND FOR SUCH USE; PROVIDING A TERM OF DURATION OF THE FRANCHISE BEING GRANTED; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. GRANT OF AUTHORITY.

(A) There is hereby granted to Oncor Electric Delivery Company LLC, its successors and authorized assigns (the "Company"), the right, privilege, and franchise ("Franchise") to construct, extend, maintain and operate in, along, under and across the present and future streets, highways, alleys, and certain other easements and rights-of-way (collectively, "Public Rights-of-Way" or "PROW" as defined in subsection (B), below) of Garland, Texas (the "City") an electric transmission and distribution system ("System") consisting of electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for Company's own non-commercial use), for the purpose of delivering electricity to the City, the inhabitants thereof, and persons beyond the corporate limits of the City, for the term set out in Section 12 of this Franchise.

(B) As used in this Franchise:

(1) The term "Public Rights-of-Way" means and includes any street, highway, avenue alley, easements, public utility, or public place, square or property, bridges, viaducts, underpasses, overpasses, tunnels and causeways in the City dedicated or devoted to public use but requires prior approval by the City for any of the following: (a) any property dedicated for use as a public park or public square except for such areas thereof as may be expressly authorized by the City in writing for use consistent with and subject to the terms of this Franchise and other applicable laws, rules, or regulations and such other reasonable terms and conditions applied specifically in writing thereto; (b) any easement,

right-of-way or other real property to which the City has obtained exclusive access or rights of use that do not expressly allow for use by franchised or public utilities or other third parties.

(2) The term "PURA" means the Public Utility Regulatory Act contained in the Texas Utilities Code.

Section 2. PURPOSE.

The provisions set forth in this Franchise ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the System within the PROW of the City. In granting this Franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, or any of its rights and powers under or by virtue of present or future ordinances of the City, except when in conflict with this Franchise as may be set out herein. Company also retains all of its lawful authority and rights under PURA and any other applicable local, state and federal laws, rules, and regulations. Not included in this Franchise are any facilities (including any equipment attached in any way to Company's facilities, whether owned by Company or not) that provide public data delivery, cable service, telephone service, telecommunications service or any other service or product not required by Company for, or directly in support of, the transmittal and delivery of electricity. The use of any Public Rights-of-Way by Company for other than the support of, transmittal and delivery of electricity must be separately authorized by a written franchise or other written agreement between Company and the City. This Franchise does not authorize Company to use any City poles or other facility for the attachment of the System - pole attachments and the like are covered by and subject to a separate agreement between Company and the City.

Section 3. OPERATION, CONSTRUCTION AND MAINTENANCE OF ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM.

(A) Company, its agents and contractors, shall obtain permits from the City for all excavations of the PROW if required by City Ordinance but Company will not be required to pay permitting fees, an annual Right-of-Way registration fee, or any other related permitting fee, save and except the Compensation described in Section 7 hereafter. The waiver of permit, registration, and other fees provided under this subsection does not extend to Company's agents and contractors on their own behalf but only extends to work done directly on behalf of Company.

(B) Company's property and operations within the PROW shall be subject to such reasonable laws, rules and regulations of the City as may be authorized by PURA or other applicable state or federal laws, rules, and regulations from time to time for the protection of the general public. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City ordinances, rules or regulations that impact Company's use of the Public Rights-of-Way, but the failure to do so shall not affect the applicability of such ordinances, rules, or regulations to Company. This Franchise shall in no way affect or impair the rights, obligations, or remedies of the parties under PURA, or other state or federal laws, rules, or regulations. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City that Company may believe are contrary to any federal, state, or local laws, rules, or regulations.

(C) Company shall construct, keep, and maintain its facilities in conformance with the applicable provisions of the National Electrical Safety Code.

(D) Company shall cooperate with the City by providing reasonable and accurate information regarding the location of current and future overhead and underground wires, poles and other Company facilities within the PROW. Reproducible copies of available maps showing the location of all overhead and underground wires, and poles within the Public Rights-of-Way shall be furnished to the City upon request. The maps shall be provided in electronic digital format, if available.

(E) Company shall have in place a Vegetation Management Program, and shall provide City with a current copy of same, upon request. If the City requests a current copy of Company's Vegetation Management Guidelines, release of said guidelines shall be pursuant to the same confidential protection process identified in Section 8(G) of this Franchise. Company will conduct its tree-trimming activities in accordance with its Vegetation Management Guidelines, as amended by Company from time to time, and will address concerns or complaints with regard to its tree-trimming activities within the City upon reasonable request by the City. Except in emergency situations or in response to outages, and in accordance with Company Vegetation Management Guidelines, Company shall notify affected property owners and the City prior to beginning planned Distribution tree-trimming activities within City limits.

Section 4. INDEMNITY.

(A) IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, COMPANY SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD THE CITY, AND ITS PAST AND PRESENT OFFICERS, EMPLOYEES, AGENTS, AND ELECTED REPRESENTATIVES IN THEIR OFFICIAL, AND REPRESENTATIVE CAPACITIES, HARMLESS AGAINST ANY AND ALL LIABILITY ARISING FROM ANY CLAIM, LAWSUIT, OR ACTION 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 NEGLIGENT OR WRONGFUL ACT OR OMISSION OF COMPANY OR ANY OF COMPANY'S OFFICERS, AGENTS, OR EMPLOYEES IN CONNECTION WITH COMPANY'S CONSTRUCTION, MAINTENANCE, AND OPERATION OF COMPANY'S SYSTEM IN THE PROW, INCLUDING ANY COURT COSTS, REASONABLE EXPENSES, AND REASONABLE DEFENSES THEREOF.

(B) THIS INDEMNITY SHALL ONLY APPLY TO THE EXTENT THAT THE LOSS, DAMAGE OR INJURY IS ATTRIBUTABLE TO THE NEGLIGENCE OR WRONGFUL ACT OR OMISSION OF COMPANY OR COMPANY'S OFFICERS, AGENTS, OR EMPLOYEES, AND DOES NOT APPLY TO THE EXTENT SUCH LOSS, DAMAGE, OR INJURY IS ATTRIBUTABLE TO THE NEGLIGENCE OR WRONGFUL ACT OR OMISSION OF THE CITY OR THE CITY'S OFFICERS, AGENTS, EMPLOYEES, ELECTED REPRESENTATIVES OR ANY OTHER PERSON OR ENTITY. THIS PROVISION IS NOT INTENDED TO CREATE A CAUSE OF ACTION OR LIABILITY FOR THE BENEFIT OF THIRD PARTIES BUT IS SOLELY FOR THE BENEFIT OF COMPANY AND THE CITY.

(C) IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH COMPANY AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY BETWEEN THE CITY AND COMPANY IN ACCORDANCE WITH TEXAS LAW WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY, AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH COMPANY AND THE CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN COMPANY AND THE CITY BASED UPON THE COMPARATIVE FAULT OF EACH.

(D) IN FULFILLING ITS OBLIGATIONS TO DEFEND AND INDEMNIFY THE CITY, COMPANY SHALL HAVE THE RIGHT TO SELECT DEFENSE COUNSEL SUBJECT TO THE CITY'S APPROVAL, WHICH WILL NOT BE UNREASONABLY WITHHELD. COMPANY SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF THE CITY'S WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS FRANCHISE. IF COMPANY FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND COMPANY SHALL BE LIABLE FOR ALL REASONABLE DEFENSE COSTS

INCURRED BY THE CITY, EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 4 (B) AND 4 (C) OF THIS FRANCHISE.

Section 5. LIABILITY INSURANCE.

(A) Company shall, at its sole cost and expense, obtain, maintain or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

(1) Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:

(a) Products/completed operations to be maintained for a warranty period of two (2) years;

(b) Personal and advertising injury;

(c) Contractual liability; and

(d) Explosion, collapse, or underground (XCU) hazards.

(2) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.

(3) Workers compensation and employers liability coverage as follows: Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the City with a waiver of subrogation for workers compensation claims.

(4) Company must name the City, which includes all authorities, commissions, divisions, and departments, as well as elected and appointed officials, agents, and volunteers, as additional insureds under the coverage required herein, except workers compensation coverage. The certificate of insurance must state that the City is an additional insured.

(5) Company will require its contractors and subcontractors to maintain, at their sole cost and expense, the following:

- (a) A minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability insurance throughout the course of work performed; and
- (b) Company's contractors and subcontractors must also maintain statutory workers compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

(B) Company shall provide proof of insurance in accordance with this Franchise within thirty days of the effective date of the Franchise and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

Section 6. NON-EXCLUSIVE FRANCHISE.

This Franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.

Section 7. COMPENSATION TO THE CITY.

(A) In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and

use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- (1) As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.002785 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.002924 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on an annual basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002785 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

- a. The annual payment will be due and payable on or before May 1 of each year throughout the life of this franchise. The payment will be based on each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries during the preceding twelve month period ended March 31 (April 1 through March 31). The payment will be for the rights and privileges granted hereunder for the twelve calendar month period (May 1 through April 30) following the payment date.
- b. The first payment hereunder shall be due and payable on or before May 1, 2025 and will cover the basis period of April 1, 2024 through March 31, 2025 for the privilege period of May 1, 2025 through April 30, 2026. The final payment under this franchise is due on or before May 1, 2049 and covers the basis period of April 1, 2048 through March 31, 2049 for the privilege period of May 1, 2049 through April 30, 2050.

- c. After the final payment date of May 1, 2049, Company may continue to make additional annual payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant annual periods.
- (2) A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 "Discretionary Service Charges," in Oncor's Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.
- a. The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
- b. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges", as set out in Section 7.(A) (2), received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April, 30 2025 and will be based on the calendar year January 1, 2024 through December 31, 2024 The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2051 and will be based on the calendar months of January 1, 2050 through April 30, 2050.
- c. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
- d. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees

on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company 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 Company.

- e. 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 Company.
- f. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

(B) With each payment of compensation required by Section 7.(A)(1), Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, certifying the total kWh delivered by Company to each retail customer's point of delivery within the City and stating the amount of payment for the period covered by the payment.

(C) With each payment of compensation required by Section 7.(A)(2), Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, certifying the total amount of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service," Section 6.1.2, "Discretionary Service Charges."

(D) If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual written agreement between the City and Company and the City shall be paid by Company within thirty calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded to Company by the City within thirty days of such determination or offset against the next payment due from Company. Acceptance by either party of any payment due under this section shall not be deemed to be a waiver by either party of any claim of breach of this Franchise, nor shall the acceptance by either party of any such payments preclude either party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this section shall be deemed a waiver by either party of its rights under law or equity.

(E) Interest on late payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with the Texas Utilities Code, Section 183.003.

Section 8. ACCOUNTING MATTERS; RECORDS.

(A) Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise.

(B) Pursuant to Section 33.008(e) of the Texas Utilities Code, the City may conduct an audit or other inquiry in relation to a payment made by Company less than two (2) years before the commencement of such audit or inquiry. The City may, if it sees fit, upon reasonable notice to the Company, have the books and records of the Company examined by representatives of the City to ascertain the correctness of the reports/payments agreed to be filed herein.

(C) The Company shall make available to the auditor during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City.

(D) If as the result of any City audit, Company is refunded/credited for an overpayment or pays the City for an underpayment of the franchise fee, such refund/credit or payment shall be made pursuant to the terms established in Sections 7.

(E) If as a result of a subsequent audit, initiated within two years of an audit which resulted in Company making a payment to the City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to the City due to an underpayment of the franchise fee of more than 5%, the City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 13.(C).

(F) The Company shall assist the City in its review by responding to all requests for information no later than thirty days after receipt of a request.

(G) The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law. City shall not be liable to Company for the release of any information the City is required by law to release. City shall provide notice to Company of any request for release of non-public

information marked by Company as proprietary or confidential prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes information marked by Company as proprietary or confidential information, the City will notify the Texas Attorney General of the claimed proprietary or confidential nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible, to the extent Company wishes to pursue the matter, for establishing that an exception under the Act allows the City to withhold the information.

Section 9. RIGHT OF RENEGOTIATION.

(A) If either Company or the City have cause to believe that a change in circumstances relating to the terms of this Franchise may exist, either party may request that the other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place.

(B) If either party determines that, based on a change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise, then the other party agrees to enter into good-faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment of the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, the City and Company agree to a change in a provision of this Franchise, the change shall become effective upon passage of an ordinance by the City in accordance with the City Charter and written acceptance of the amendment by Company within 60 days after passage and approval.

Section 10. RELOCATION OF FACILITIES.

(A) The City reserves the right to use and permit to be used the PROW for any purpose, including to lay, and permit to be laid, any City-owned facilities, such as stormwater, sewer, gas, water, wastewater, communications and other pipe lines, cable, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under the PROW occupied by Company. The City also reserves the right to change in any manner the PROW and any City- owned curb, sidewalk, highway, alley, public way,

street, and City-owned utility lines, storm sewers, drainage basins, drainage ditches, and other City facilities. City shall provide Company with at least thirty (30) days' notices when requesting Company to relocate facilities. Company shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by City ordinance, prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Upon reasonable request by the City, Company shall provide information to the City regarding the status of a relocation request.

(B) City-requested relocations of Company facilities in the Public Rights-of-Way shall be at the Company's expense; provided however, if the City is the end-use Retail Customer (customer who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Company Facilities for its own benefit, or the project requiring the relocation is solely aesthetic/beautification in nature, it will be at the total expense of the City. Provided further, if the relocation request includes, or is for, the Company to relocate above-ground facilities to an underground location, City shall be fully responsible for the additional cost of placing the facilities underground.

(C) If any other corporation or person (other than the City) requests Company to relocate Company Facilities located in the PROW, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities. City may not request the Company to pay for any relocation that has already been requested, and paid for, by any entity other than City. Also, when Company is required by the City to remove or relocate its poles, towers, conduits, cables, and other facilities to accommodate PROW improvements, and Company is eligible under federal, state, county, city, or other local agencies or programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation and such reimbursement is required to be handled through the City, Company's costs and expenses shall be included in any application by the City for reimbursement, if Company submits its cost and expense documentation to the City prior to the filing of the application. The City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such removal or relocation to City.

(D) Abandonment of Public Right-of-Way:

(1) If the City abandons any Public Right-of-Way in which the Company has facilities, the City shall determine whether it is appropriate to retain a public utility easement in the Public Right-of-Way for use by the Company.

(2) If the City determines, in its sole reasonable discretion, that the continued use of the Public Right-of-Way by the Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section 7, and to the maximum extent of its right to do so, City shall grant to or retain for the Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of the Company.

(3) If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by City to a third party, such action shall be conditioned upon the Company's right to maintain use of the former Public Right-of-Way. If the third party requests the Company to remove or relocate its facilities from the former Public Right-of-Way and the Company 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. In the event of a third party requesting the 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.

(E) If the City requires Company to adapt or conform its facilities, or in any manner to alter, relocate, or change its property to enable any entity other than the City to use, or use with greater convenience, said PROW, Company shall not be bound to make such changes until such other entity shall have undertaken, with good and sufficient bond, to reimburse Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's property or facilities.

Section 11. FAVORED NATIONS.

This Section applies only if, after the effective date of this Franchise Agreement, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the

Public Rights-of-Way than the calculation under PURA, Section 33.008(b), which, if applied to City, would result in a greater amount of franchise fees owed City than under this Franchise Agreement. In the event of an occurrence as described in this Section, City shall have the option to:

A. Have Company select, within 30 days of City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole reasonable discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and

B. Modify this franchise agreement to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Subsection 11.A. In no event shall City be able to modify the franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this franchise also being modified to include all of the other provisions identified by Company pursuant to Subsection 11.A.

C. City may not exercise the option provided in this Section if any of the provisions that would be included in this franchise are, in Company's sole reasonable opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option pursuant to this Section, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the right to cancel the modification of the franchise made pursuant to this Section, and the terms of the Franchise shall immediately revert to those in place prior to City's exercise of its option under this Section.

D. Notwithstanding any other provision of this franchise, should City exercise the option provided in this Section, and then adopt any rule, regulation, ordinance, law, Code, or Charter provision that, in Company's sole reasonable opinion, is inconsistent with or in any manner contrary to the provision included in this franchise pursuant to this Section, then Company shall have the right to cancel all of the modifications to this franchise made pursuant to this Section and, effective as of the date of City's adoption of the inconsistent provision,

the terms of the franchise shall revert to those in place prior to City's exercise of its option under this Section. The provisions of this Section apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of this Section do not apply to differences in the franchise fee factor that result from the application of the methodology set out in PURA Section 33.008(b) or any successor methodology.

Section 12. TERM.

The right, privilege and franchise granted hereby shall expire April 30, 2050; provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty days before the expiration of this Franchise, it shall be automatically renewed for one additional period of five years from such expiration date.

Section 13. DEFAULT, REMEDIES AND TERMINATION.

(A) Events of Default. The occurrence, at any time during the term of this Franchise, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:

- (1) The failure of Company to pay the franchise fee on or before the due dates specified herein.
- (2) Company's material breach or material violation of any of the material terms, covenants, representations or warranties contained herein.

(B) Uncured Events of Default.

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty calendar days from receipt of written notice from the City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.(C).
- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to the City, Company shall have sixty calendar days (or such additional time as may be agreed to by the City) from receipt of written

notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.(C).

- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section 13.(C).

- (C) Remedies. The City shall notify Company, in writing, of an alleged Uncured Event of Default as described in Section 13.(B), which notice shall specify the alleged failure with reasonable particularity. Company shall, within thirty business 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 refuting or defending such alleged failure or 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, City shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages;
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, that as a matter of equity, are specifically enforceable;

- (3) The termination of this Franchise.

- (D) Remedies Not Exclusive. The rights and remedies of the City and Company set forth in this Franchise shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. The City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by the City of any one or more of such remedies shall not preclude the exercise by the City, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding

this section or any other provision of this Franchise, the City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this section or under any other provision of this Franchise.

(E) Termination. In accordance with the provisions of Section 13.(C), this Franchise may be terminated upon thirty business days prior written notice to Company by City. The City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the questions of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. This Franchise will not be terminated if within the time from the notice contemplated in Section 13.(C) Company commences work or other efforts to cure such violations and completes such curative work according to a plan and timeline mutually agreed upon by Company and City. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be when such appeal is withdrawn by Company or when an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code. Likewise, the Company recognizes that the City is a regulatory authority within the city limits of Garland and, as such, has obligations to the public in such capacity that may not be waived or surrendered under certain circumstances.

(F) No Waiver. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect, subject to any applicable statute of limitations. No waiver or

relinquishment shall be deemed to have been made by either party unless the waiver or relinquishment is in writing and signed by that party.

Section 14. PUBLIC PURPOSE.

All of the provisions contained in this ordinance are hereby declared to be for a public purpose, and are in the interests of the health, safety, and welfare of the general public.

Section 15. SEVERABILITY.

If any provision, section, subsection, sentence, clause or phrase of the ordinance is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable) by any court or regulatory agency having jurisdiction, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the parties in adopting this Franchise that no provision hereof shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to that end, all provisions of this ordinance are declared to be severable.

Section 16. NOTICE.

Any notices required or desired to be given from one party to the other party to this ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY

City Manager
City of Garland
P.O. Box 469002
Garland, Texas 75040

COMPANY

Regulatory Affairs
Oncor Electric Delivery
Company LLC
1616 Woodall Rodgers Fwy, 6th
Floor
Dallas, TX 75202-1234

Upon request, Company shall provide the City with current contact information for the City's use in forwarding its customer inquiries and complaints to Company.

Section 17. ORDINANCE PASSED AT PUBLIC MEETING.

It is hereby officially found that the meeting at which this ordinance is passed is open to the public and that due notice of this meeting was posted by the City, all as required by law.

Section 18. FUTURE AMENDMENTS.

This ordinance may be amended only by the mutual written agreement of the City and Company, as authorized by the City Council and Company.

Section 19. ACCEPTANCE; EXPIRATION.

In order to accept this Franchise, Company must file with the City Secretary its written acceptance of this Franchise within sixty (60) days after its final passage and approval by City.

Section 20. REPEAL.

This ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

Section 21. EFFECTIVE DATE.

This ordinance shall become effective upon the date Company's written acceptance hereof, is filed with the City Secretary as described in Section 19, above.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

5.

Meeting Date: 04/15/2025
Title: Shiloh Road CIP 14317 Parcel E39 - Acquisition of Property Located at 2329 Proctor Street
Submitted By: Niels Brown, Real Estate Director
Strategic Focus Area: Well-Maintained City Infrastructure
Future-Focused City Organization

Issue/Summary

A purchase agreement and relocation assistance package has been successfully negotiated with Victoria Covarrubias Rubio for the acquisition of fee simple interest for right-of-way needed to move forward with the Shiloh Road Project.

Background

As part of the 2019 Bond Program, voters approved the reconstruction of Shiloh Road (from Kinglsey to Miller) from a four-lane divided concrete street to a six-lane divided concrete street. This requires additional land for right-of-way and staff have been working with consultants to acquire the necessary property. City Management has been previously briefed regarding the need for right-of-way and easement acquisitions for the Shiloh Road (from Kinglsey to Miller) project.

Consideration / Recommendation

Council is requested to consider by minute action the approval of a purchase agreement and relocation assistance package negotiated with Victoria Covarrubias Rubio for the acquisition of fee simple interest from real property located at 2329 Proctor Street, and authorize the City Manager to execute such documents necessary to complete the transaction.

Attachments

E39_Rubio_Exhibit A
E-39_Rubio_PSA-signed by Seller

EXHIBIT "A"
RIGHT-OF-WAY RESERVATION
9,998 SQUARE FEET (0.2295 OF AN ACRE)
LOT 34, BLOCK 2 OF THE CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NUMBER 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS

BEING a 9,998 square foot (0.2295 of an acre) tract of land situated in the Thomas Burriss Survey, Abstract Number 64, City of Garland, Dallas County, Texas, and being all of Lot 34, Block 2, of Claremont Place Addition, an Addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of the Map Records of Dallas County, Texas (M.R.D.C.T.).

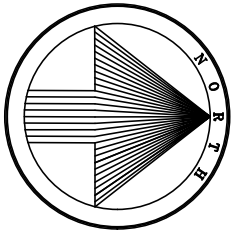
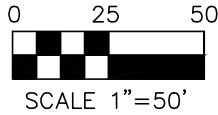


EXHIBIT "A" RIGHT-OF-WAY RESERVATION

LOT 34, BLOCK 2
CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS

GENERAL NOTES:

1. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
2. BEARINGS ARE BASED ON TRUE GEODETIC NORTH, OBTAINED WITH A GLOBAL POSITIONING SYSTEM, AND REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NAD 83 COORDINATES. DISTANCES AND AREA SHOWN HEREON ARE SURFACE UTILIZING A COMBINED SCALE FACTOR OF 1.000147529.
3. A DESCRIPTION OF SAME SURVEY DATE HERewith ACCOMPANIES THIS DRAWING.



LEGEND

- MONUMENT FOUND (MON "AS NOTED")
- 5/8" YELLOW CAPPED IRON ROD STAMPED (CIRS) "STV" SET
- (CM) CONTROL MONUMENT OF RECORD DIGNITY
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS, DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- SQ. FT. SQUARE FEET
- VOL., PG. VOLUME, PAGE
- R.O.W. RIGHT-OF-WAY
- ADJOINER LINE
- RIGHT-OF-WAY BOUNDARY LINE
- RIGHT-OF-WAY LINE
- . - - ABSTRACT LINE
- RIGHT-OF-WAY DEDICATION LINE

LOT 1, BLOCK 1
NORTHEAST BUSINESS PARK No. 5
VOL. 81082, PG. 869
D.R.D.C.T.

SOUTH SHILOH ROAD

(VARIABLE WIDTH R.O.W.)

(CM)
1/2" CIRC
(ILLEGIBLE)

5/8" CIRS
"STV"

THOMAS BURRISS
SURVEY
ABSTRACT NO. 64

PROCTOR STREET
(50' R.O.W.)

L4

7.5' UTILITY ESMT.
VOL. 16 PG. 39
M.R.D.C.T.

#2329

LOT 34

9,998 SQ. FT.
(0.2295 ACRES)

5/8" CIRS
"STV"

LOT 33

LINE	BEARING	DISTANCE
L1	N 01°16'01" W	139.93'
L2	N 89°10'25" E	72.01'
L3	S 00°48'17" E	139.93'
L4	S 89°10'25" W	70.89'

LOT 1

CLAREMONT PLACE
VOL. 16, PG. 39
M.R.D.C.T.

LOT 2

TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE PLAT HEREON IS A CORRECT REPRESENTATION OF THE PROPERTY AS DETERMINED BY A SURVEY MADE ON THE GROUND FEBRUARY, 2023. THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS.


STEPHEN J. DIAL RPLS NO. 6697

DATE: JULY 11, 2024



BEING A 0.2295 ACRE TRACT
SITUATED IN THE
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS
SURVEYOR:



110 A Roundabout Drive, Midlothian, Texas 76065 214.638.0500
TEXAS REGISTERED ENGINEERING FIRM F-1741 TBPELS 10194115

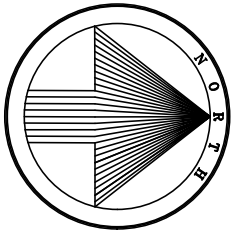
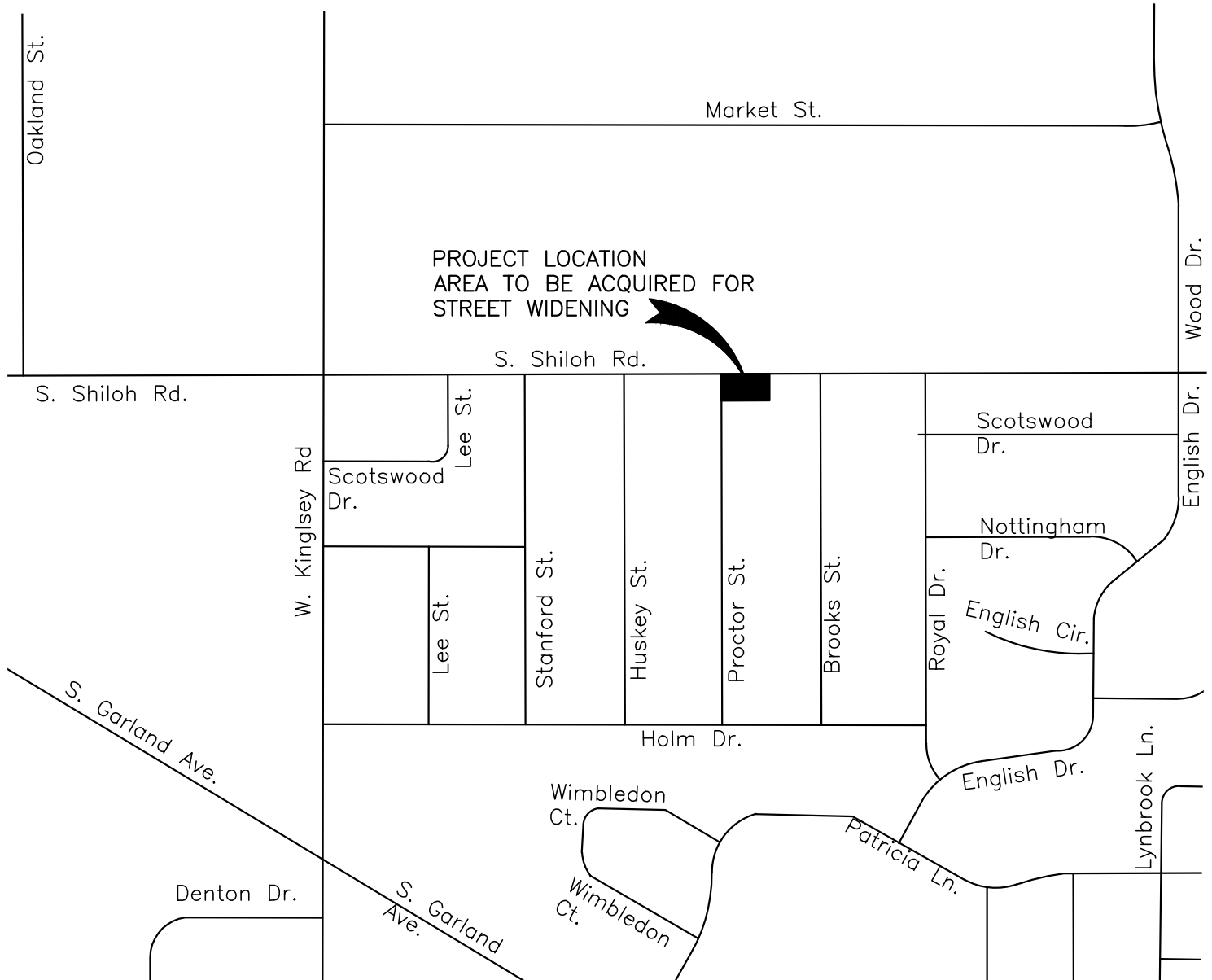


EXHIBIT "A" RIGHT-OF-WAY RESERVATION

LOT 34, BLOCK 2
CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS
VICINITY MAP



BEING A 0.2295 ACRE TRACT
SITUATED IN THE
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS
SURVEYOR:



110 A Roundabout Drive, Midlothian, Texas 76065 214.638.0500
TEXAS REGISTERED ENGINEERING FIRM F-1741 TBPELS 10194115

REAL PROPERTY PURCHASE AGREEMENT

This Purchase Agreement ("Contract") is made and entered into by and between **Victoria Covarrubias-Rubio, an unmarried woman** with an address of 2329 Proctor Street, Garland, Texas ("Seller") and the **City of Garland**, a Texas home-rule municipality ("Buyer").

W I T N E S S E T H:

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

1. Property. Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and take from Seller, upon and subject to all of the terms and conditions set forth hereinafter all of that property located in Dallas County, Texas, commonly known as 2329 Proctor Street in the City of Garland, and more particularly described as

Being a 9,998 square foot (0.2295 of an acre) tract of land situated in the Thomas Burris Survey, Abstract 64, City of Garland, Dallas County, Texas, and being all of Lot 34, Block 2, of Claremont Place Addition, an Addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of Map Records of Dallas County, Texas (M.R.D.C.T.)(the "Land");

together with any and all rights or interests of Seller in and to the adjacent streets and rights of way, and together with all and singular the improvements and fixtures thereon and all other rights and appurtenances thereto (collectively, the "Property").

2. Purchase Price. The total consideration for the sale of the Property shall be Two Hundred Forty Thousand and No/100 U.S. Dollars (**\$240,000.00**) (the "Purchase Price"), which the Seller stipulates shall be considered the fair market value and acquisition cost of the Property, all of such Purchase Price to be paid at closing on the closing date (same day funds).

3. Earnest Money and Independent Consideration. Within five (5) business days following the date when this Contract is fully executed by both parties, Buyer shall deliver to **Fidelity National Title**, 2006 W. Campbell Road, Suite 200, Garland, Texas 75044, Phone: (972) 401-7814, Attention: Diana M. Spiak-Lee, VP/Escrow Officer (the "Title Company") as earnest money, the sum of Twelve Thousand One Hundred and No/100 Dollars (**\$12,100.00**) in cash or immediately available funds (the "Earnest Money"). If for any reason the sale contemplated herein is not consummated, then all of the Earnest Money (save for any Independent Consideration, as defined hereafter) shall be paid either to Buyer or Seller in conformity with the terms of this Contract. Notwithstanding anything to the contrary in this Contract, the sum of One Hundred and No/100 Dollars (\$100.00) ("Independent Consideration") shall be paid to Seller

from the Earnest Money, which amount Seller and Buyer have bargained for and agreed to as independent and sufficient consideration for Seller's execution and delivery of this Contract. The Independent Consideration is non-refundable and separate consideration from any other payment or deposit required by this Contract, and Seller shall retain the Independent Consideration upon any termination of this Contract notwithstanding any other provision of this Contract to the contrary. If the sale contemplated herein is consummated, the Earnest Money and Independent Consideration shall be applied toward the balance due of the Purchase Price.

4. Title Binder and Survey. Seller shall deliver to Buyer within three (3) business days after the opening of escrow by the Title Company (i) any topographical plans, site plans, surveys, plats, soils and substrata studies, utility plans, and environmental reports pertaining to the Property currently in the possession of Seller ("Diligence Documents"), which Diligence Documents are provided for informational purposes only and shall not to be relied upon by or certified to Buyer, and nothing in this Paragraph 4 shall constitute a representation or warranty as to the delivery, accuracy, or completeness of any Diligence Documents described herein or otherwise in Seller's possession, and (ii) a Commitment for Title Insurance with copies of all recorded instruments affecting the Property and recited as exceptions in said Commitment for Title Insurance ("Commitment"). Within thirty (30) days after the Effective Date, if a survey acceptable to the Title Company does not exist, Buyer shall obtain a current ALTA survey of the Property ("Survey"), providing Seller and the Title Company with a copy of same. If Buyer has an objection to items disclosed in the Commitment or Survey, Buyer shall have fifteen (15) days after receipt of the Commitment and Survey, but in no event later than ten (10) days prior to the expiration of the Feasibility Period, to give Seller written notice of its objections ("Title Objections"). If Buyer gives timely written notice of any Title Objections, Seller shall have the opportunity, but not an obligation, for ten (10) days from the date of Seller's receipt of the Title Objections to cure same. Seller will utilize reasonable diligence to cure any errors in the Commitment, provided Seller shall have no obligation to expend any money, to incur any contractual or other obligations, or to institute any litigation in pursuing such efforts. If any Title Objection is not satisfied within such time period, Buyer shall elect prior to the end of the Feasibility Period as its sole and exclusive remedy to either (a) terminate this Contract, in which case the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract, other than as set forth herein with respect to rights or obligations which survive termination, or (b) waive the unsatisfied objection (which shall thereupon become a Permitted Exception) and proceed to Closing without reduction of the Sales Price. Any exception to Commitment or Survey not objected to by Buyer in the manner and within the time period specified in this Paragraph 4 shall be deemed accepted by Buyer and shall be a Permitted Exception. The phrase "Permitted Exceptions" shall mean (i) real estate taxes and assessments not yet due and payable, (ii) documents or agreements contemplated by the terms of this Contract, (iii) matters arising from acts of or at the direction of Buyer, its consultants or any of their respective agents, representatives, or employees, and (iv) those exceptions to title set forth in the Commitment, Deed, or Survey and which have been accepted or deemed

accepted by Buyer. In no event shall the failure of Seller to deliver a Commitment satisfying the requirements of this Paragraph 4 extend the period for review of such Commitment beyond the Feasibility Period; and Buyer's sole remedy on account of any such failure shall be to terminate this Contract prior to the expiration of the Feasibility Period in accordance with the provisions of Paragraph 9 hereof. Buyer shall notify Seller in writing of any failure of the Commitment or Survey to satisfy the requirements of this Paragraph 4 within ten (10) days after the Commitment and Survey are received by Buyer; and if Buyer fails to do so, they shall be deemed to satisfy such requirements. Notwithstanding the foregoing and regardless of any applicable Title Objections, Seller agrees to cure prior to or upon Closing (x) any liens affecting the Property created by Seller, other than those created by or on behalf of Buyer, and (y) voluntary conveyances of interests in the Property by Seller after the Effective Date ("Mandatory Cure Matters"). In no event shall the Mandatory Cure Matters be a Permitted Exception, and if Seller is unable to cure any Mandatory Cure Matters on or before the Closing, then Buyer shall be entitled, as Buyer's sole and exclusive remedy, to terminate this Contract upon written notice to Seller on or before the Closing Date, whereupon the Earnest Money and any and all Extension Payments (if applicable) shall be promptly delivered to Buyer, and all obligations and liabilities of the parties under this Contract shall be discharged and shall be null and void and of no further force or effect (except those that expressly survive the termination of this Contract).

5. Encumbrances and Exceptions. Seller agrees to convey to Buyer by means of a special warranty deed, good and indefeasible title to the Property, free and clear of all liens and encumbrances which will not be satisfied out of the sales proceeds except as set forth in this Paragraph 5. The Property shall be conveyed to Buyer, and Buyer shall accept title subject only to those exceptions to title shown on the Title Binder or the Survey as to which Buyer fails to timely raise any objections as required in Paragraph 4 above or any exceptions to title shown on the Title Binder or the Survey if waived by Buyer as provided in Paragraph 4 above. Notwithstanding anything else contained in this Contract, Buyer shall not have to object in writing or otherwise to any monetary lien affecting the Property, any Mandatory Cure Matter, or to any of the matters contained in Schedule C of the Title Binder, all of which shall be deemed objectionable for purposes of this Contract.

6. Title Policy. At the closing, as hereinafter defined, the Title Company shall issue to Buyer an Owner's Policy of Title Insurance on the Property in face amount equal to the Purchase Price subject only to the Permitted Exceptions, with the exception for taxes being limited to the year of closing and subsequent years endorsed "Not Yet Due and Payable". At Buyer's sole option and expense, the survey exception may be deleted except for "Shortages in Area".

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

(A) Seller has good and indefeasible title to the Property.

- (B) There is no action, suit, or proceeding pending or, to Seller's actual knowledge, threatened against or affecting the Property or any portion thereof or relating to or arising out of the ownership or use of the Property or any portion thereof in any court or before any administrative body or governmental authority.
- (C) There are no adverse or other parties in possession of the Property.
- (D) Neither the entering into of this Contract nor the consummation of the transaction contemplated hereby will constitute a violation or breach by Seller of (i) any contract or other instrument to which Seller is a party, or to which Seller is subject or by which any of Seller's assets or properties may be affected, or (ii) any judgment, order, writ, injunction, or decree issued against or imposed upon Seller, nor result in a violation of any applicable law, order, rule or regulation of any governmental authority affecting Seller.
- (E) Seller is not a "foreign person" as such term is used in Section 1445 of the Internal Revenue Code.
- (F) To the best of Seller's knowledge: (1) the Property does not presently contain any Hazardous Materials (as defined below) in an amount, condition, location, manner of storage, degree or concentration in violation of any Environmental Laws (as defined below); (2) neither the Property nor Seller are currently in violation of or subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or any remedial obligations under any Environmental Laws; (3) Seller is not aware of any condition that could create liability to any party, public or private, of any environmental nature relating to the Property or due to the presence of any Hazardous Material on the Property; (4) Seller is in compliance with all applicable Environmental Laws with respect to the Property; (5) Seller is not aware of any release, spill, leak, discharge, disposal of, pumping, pouring, emitting, emptying, injecting, leaching, dumping or escape into or through the environment of any Hazardous Materials at, on, to or from the Property that is or could be a violation of any Environmental Law. In this Contract, the term "Environmental Laws" includes, but is not limited to, (a) with respect to federal law, CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. §§ 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300f *et. seq.*), the Surface Mine Conservation and Reclamation Act (30 U.S.C. §§ 1251-1279), and regulations adopted

pursuant thereto, and counterpart state and local laws, regulations adopted pursuant thereto; and (b) with respect to Texas law the Solid Waste Disposal Act (TEX. HEALTH & SAFETY CODE, Chap. 361 *et. seq.*), the Texas Clean Air Act (TEX. HEALTH & SAFETY CODE, Chap. 382 *et. seq.*), the Texas Water Code (TEXAS WATER CODE, Chap. 1 *et. seq.*) and the regulations promulgated pursuant thereto. The term "Hazardous Materials" shall mean any hazardous, toxic, or dangerous waste, substance, contaminant, or material defined as such in any of the foregoing statutes and also includes lead-based paint, asbestos, radioactive materials, urea formaldehyde insulation, or other substance considered to be hazardous by a reasonably prudent purchaser of real property.

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

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

- (A) Seller's representations and warranties shall be true and correct as of the closing date.
- (B) The Property is in the same or similar condition as it was when this Contract was fully executed.
- (C) Title to the Property shall remain as initially approved by Buyer in the Title Binder and on the Survey as set forth in the provisions of this Contract such that good and indefeasible title shall be conveyed to Buyer at closing.
- (D) Seller has vacated Property and there are no adverse or other parties in possession of any portion of the Property.

Other than the provisions under Paragraph 8(D), in the event that the conditions set forth above are not satisfied at closing, then Buyer may either obtain a refund of all Earnest Money plus accrued interest thereon following which neither party shall thereafter have any further liability to the other hereunder, or Buyer may waive in writing the nonfulfillment of such condition and purchase the Property pursuant to the terms and provisions hereof without any reduction in the Purchase Price.

9. Feasibility Period; Remediation of Hazardous Wastes; Contract Extension.

- (A) Buyer shall have the right for a period of one hundred ten (110) days (the "Feasibility Period") after the effective date (as provided below) of this Contract to enter onto the Property and to have full access the Property for the purpose of conducting such inspections, investigations, studies, and tests as Buyer may deem fit. On or before the commencement of the Feasibility Period, Seller shall furnish Buyer with a copy of any hazardous waste reports or other environmental assessments, audits, or test results obtained by Seller relative to any portion of the Property. In the event that Buyer determines, in its sole discretion, based upon its inspections, investigations, studies, or tests that the Property is not satisfactory for Buyer's purposes or is not suitable for Buyer's intended use, then Buyer shall deliver written notice of such determination to Seller on or before the expiration of the Feasibility Period. In the event of such termination, and provided that Buyer is not otherwise in default of any provision of this Contract, all Earnest Money together with any accrued interest shall be returned to Buyer by the Title Company, and thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract.
- (B) If Buyer's inspections, investigations, studies, or tests disclose the existence of any Hazardous Materials in, on or under the Property, then Buyer may either:
- (1) Terminate this Contract (in which event the Earnest Money together with any accrued interest shall be paid or returned Buyer and thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract); or
 - (2) Waive, in writing, its objections to the existence of Hazardous Materials and proceed to closing without adjustment of the Purchase Price.
- (C) If, within fifteen (15) days prior to the expiration of the Feasibility Period, Buyer's inspections or investigations disclose that Seller or any other parties are in possession (whether adverse or otherwise) of any portion of the Property, then Buyer, in its sole discretion, may:
- (1) Extend the Feasibility Period until such time that the entirety of the Property is vacant of any and all occupants ("Contract Extension"); or
 - (2) Waive, in writing, its objections to the nonfulfillment of the provisions under Paragraph 8(D) of this Contract and proceed to closing without adjustment of the Purchase Price. Should Seller not have vacated the Property prior to Closing, Seller may be subject to post-closing eviction proceedings by Buyer.

10. Closing.

- (A) The closing of the purchase and sale of the Property shall take place on or before 30 days after the expiration of the Feasibility Period contemplated in Paragraph 9 of this Contract, unless extended by written agreement or necessitated by unplanned circumstances. The closing shall take place at the Title Company, or at such other place as the parties may mutually agree.
- (B) At the closing, Seller shall deliver to Buyer:
 - (1) A special warranty deed, in the form of attached Exhibit "A" conveying title to the Property to Buyer, its successors and assigns, duly executed and acknowledged by Seller; and
 - (2) All such other instruments of assignment, transfer, or conveyance as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Property in accordance with this Contract and where necessary or desirable in recordable form, including but not limited to as assignment of any lease affecting the Property.

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

11. Closing Adjustments and Prorations.

- (A) Real Estate Taxes. Real estate taxes and assessments for the calendar year of closing shall be prorated between Seller and Buyer as of the date of closing, taking into consideration that Buyer is a tax-exempt entity. If the amount of such taxes for the year of closing is not yet available, the proration shall be based upon the amount of such taxes for the previous year.
- (B) Recording Fees. Buyer shall pay all recording fees and any similar fees or assessments imposed by state or local law and payable in respect of the sale or transfer of the Property.
- (C) Title Insurance and Survey. Buyer shall pay all premiums and other costs respecting the Title Binder and the Owner's Policy of Title Insurance. Buyer shall pay for the cost of the Survey (if necessary), and Buyer shall pay any additional premium due for the deletion of the survey exception from the Owner's Policy of Title Insurance.

(D) Escrow Fees. Buyer shall pay any escrow or closing fee charged by the Title Company.

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

13. Brokerage Commission. Buyer represents and warrants to Seller that no real estate commissions, finders' fees, or brokers' fees have been or will be incurred in connection with the sale of the Property by Seller to Buyer on Buyer's behalf. To the extent allowed by law, Seller shall indemnify, defend, and hold Buyer harmless from any claim, liability, obligation, cost, or expense (including reasonable attorneys' fees and expenses) for fees or commissions relating to Buyer's purchase of the Property asserted against either Buyer by any broker or other person claiming by, through or under the indemnifying party or whose claim is based on the indemnifying party's acts. The provisions of this Paragraph 13 shall survive the Closing or any termination of this Contract.

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

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

16. Notices. Any notice required or desired to be given from one party to the other party to this Contract shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth

below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, postage prepaid, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

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

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

19. Waiver. Either Seller or Buyer shall have the right to waive any requirement contained in this Contract which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended and specifically identifying the provision or provisions being waived. No waiver of any breach or violation of any term of this Contract shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

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

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

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

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

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

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

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

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

[signature pages follow]

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

SELLER:

Victoria Covarrubias-Rubio

By: Victoria COVS.
Victoria Covarrubias-Rubio

Date : 3-25-2025

SELLER'S NOTICE ADDRESS:

Victoria Covarrubias-Rubio
2329 Proctor Street
Garland, Texas 75041-2561

With a copy to:

BUYER:

City of Garland, a Texas home-rule municipality

By: _____

Name: _____

Date : _____

BUYER'S NOTICE ADDRESS:

City of Garland
Real Estate Management Office
800 Main Street, 3rd Floor
Garland, Texas 75040
Attention: Real Estate Director
Telephone: (972) 205-2125

With a copy to:
City of Garland
City Attorney Office
200 N. Fifth Street, 4th Floor
Garland, Texas 75040
Attention: Trey Lansford, Deputy City Attorney

Acknowledgment of Title Company Receipt

Title Company hereby acknowledges receipt of this Contract on the date shown below and agrees to abide by and perform in accordance with the terms and conditions of escrow contained in the Contract. Upon receipt of the Earnest Money provided for in the Contract, Title Company agrees to notify Seller and Buyer thereof and to hold and disburse the Earnest Money pursuant to the terms and provisions of the Contract.

TITLE COMPANY:

Fidelity National Title

By: _____

Diana M. Spiak-Lee, VP / Escrow Officer

Date: _____

EXHIBITS:

Exhibit "A" – Form of Special Warranty Deed

EXHIBIT "A"
FORM OF SPECIAL WARRANTY DEED

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

**Project 14317 – Shiloh Road Widening (Kingsley to Miller)
Parcel No. E-39
2329 Proctor Street, Garland, Texas
Lot 34, Block 2, Claremont Place Addition**

SPECIAL WARRANTY DEED

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

That **Victoria Covarrubias-Rubio, an unmarried woman** (herein called “Grantor”, whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by the City of Garland, a Texas home-rule municipality (herein called “Grantee”), whose mailing address is 200 N. Fifth Street, Garland, Texas 75040, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the Exceptions to Conveyance and Warranty set forth below, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto Grantee all of his interest in the real property in Dallas County, Texas being particularly described as follows:

Being a 9,998 square foot (0.2295 of an acre) tract of land situated in the Thomas Burriss Survey, Abstract 64, City of Garland, Dallas County, Texas, and being all of Lot 34, Block 2, of Claremont Place Addition, an Addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of Map Records of Dallas County, Texas (M.R.D.C.T.); said tract being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated herein by reference:

Together with any and all rights or interests of Grantor in and to the adjacent streets and rights of way, and together with all and singular the improvements and fixtures thereon and all other rights and appurtenances thereto (collectively, the “Property”).

Exceptions to Conveyance and Warranty: All easements and other interests of record so conveyed and recorded in the Real Property Records of Dallas County, Texas before the date hereof.

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

EXECUTED effective as of this the date of _____, 2025.

GRANTOR: **Victoria Covarrubias-Rubio**

By: _____

Print Name: Victoria Covarrubias-Rubio

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the date of _____, 2025, by Victoria Covarrubias-Rubio, an unmarried woman, Owner of 2329 Proctor Street, Garland, TX 75041, on behalf of said individual.

Notary Public in and for the State of Texas

Upon Filing Return To:
City of Garland
Real Estate Management Office
800 Main Street, Third Floor
Garland, Texas 75040
Attn: Real Estate Director



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

6.

Meeting Date: 04/15/2025
Title: Shiloh Road CIP 14317 Parcel E43 - Acquisition of Property Located at 2329 Stanford Street
Submitted By: Niels Brown, Real Estate Director
Strategic Focus Area: Well-Maintained City Infrastructure
Future-Focused City Organization

Issue/Summary

A purchase agreement has been successfully negotiated with Walter and Silvia Alcantara for the acquisition of fee simple interest for right-of-way needed to move forward with the Shiloh Road Project.

Background

As part of the 2019 Bond Program, voters approved the reconstruction of Shiloh Road (from Kinglsey to Miller) from a four-lane divided concrete street to a six-lane divided concrete street. This project will alleviate road congestion by providing twice the number of travel lanes in each direction. This requires additional land for right-of-way and staff have been working with consultants to acquire the necessary property. City Management has been previously briefed regarding the need for right-of-way and easement acquisitions for the Shiloh Road (from Kinglsey to Miller) project.

Consideration / Recommendation

Council is requested to consider by minute action the approval of a purchase agreement and relocation assistance package negotiated with Walter and Silvia Alcantara for the acquisition of the right-of-way from real property located at 2329 Stanford Street, and authorize the City Manager to execute such documents necessary to complete the transaction.

Attachments

E-43_Alcantara_PSA-signed by Seller
E43_Alcantara_Exhibit A

REAL PROPERTY PURCHASE AGREEMENT

This Purchase Agreement ("Contract") is made and entered into by and between **Walter Alcantara and Silvia Alcantara** with an address of 2329 Stanford Street, Garland, Texas ("Seller") and the **City of Garland**, a Texas home-rule municipality ("Buyer").

WITNESSETH:

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

1. Property. Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and take from Seller, upon and subject to all of the terms and conditions set forth hereinafter all of that property located in Dallas County, Texas, commonly known as 2329 Stanford Street in the City of Garland, and more particularly described as

Being a 9,239 square foot (0.2121 of an acre) tract of land situated in the Thomas Burriss Survey, Abstract Number 64, City of Garland, Dallas County, Texas, and being all of Lot 34, Block 4, of Claremont Place Addition, an Addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of the Map Records of Dallas County, Texas (M.R.D.C.T) (the "Land");

together with any and all rights or interests of Seller in and to the adjacent streets and rights of way, and together with all and singular the improvements and fixtures thereon and all other rights and appurtenances thereto (collectively, the "Property").

2. Purchase Price. The total consideration for the sale of the Property shall be Two Hundred Forty Thousand and No/100 U.S. Dollars (**\$240,000.00**) (the "Purchase Price"), which the Seller stipulates shall be considered the fair market value and acquisition cost of the Property, all of such Purchase Price to be paid at closing on the closing date (same day funds).

3. Earnest Money and Independent Consideration. Within five (5) business days following the date when this Contract is fully executed by both parties, Buyer shall deliver to **Fidelity National Title**, 2006 W. Campbell Road, Suite 200, Garland, Texas 75044, Phone: (972) 401-7814, Attention: Diana M. Spiak-Lee, VP/Escrow Officer (the "Title Company") as earnest money, the sum of Twelve Thousand One Hundred and No/100 Dollars (**\$12,100.00**) in cash or immediately available funds (the "Earnest Money"). If for any reason the sale contemplated herein is not consummated, then all of the Earnest Money (save for any Independent Consideration, as defined hereafter) shall be paid either to Buyer or Seller in conformity with the terms of this Contract. Notwithstanding anything to the contrary in this Contract, the sum of One Hundred and No/100 Dollars (\$100.00) ("Independent Consideration") shall be paid to Seller from the Earnest Money, which amount Seller and Buyer have bargained for and agreed to as independent and sufficient consideration for Seller's execution and delivery of this Contract. The Independent Consideration is non-refundable and separate consideration from any other payment or deposit

required by this Contract, and Seller shall retain the Independent Consideration upon any termination of this Contract notwithstanding any other provision of this Contract to the contrary. If the sale contemplated herein is consummated, the Earnest Money and Independent Consideration shall be applied toward the balance due of the Purchase Price.

4. Title Binder and Survey. Seller shall deliver to Buyer within three (3) business days after the opening of escrow by the Title Company (i) any topographical plans, site plans, surveys, plats, soils and substrata studies, utility plans, and environmental reports pertaining to the Property currently in the possession of Seller ("Diligence Documents"), which Diligence Documents are provided for informational purposes only and shall not to be relied upon by or certified to Buyer, and nothing in this Paragraph 4 shall constitute a representation or warranty as to the delivery, accuracy, or completeness of any Diligence Documents described herein or otherwise in Seller's possession, and (ii) a Commitment for Title Insurance with copies of all recorded instruments affecting the Property and recited as exceptions in said Commitment for Title Insurance ("Commitment"). Within thirty (30) days after the Effective Date, if a survey acceptable to the Title Company does not exist, Buyer shall obtain a current ALTA survey of the Property ("Survey"), providing Seller and the Title Company with a copy of same. If Buyer has an objection to items disclosed in the Commitment or Survey, Buyer shall have fifteen (15) days after receipt of the Commitment and Survey, but in no event later than ten (10) days prior to the expiration of the Feasibility Period, to give Seller written notice of its objections ("Title Objections"). If Buyer gives timely written notice of any Title Objections, Seller shall have the opportunity, but not an obligation, for ten (10) days from the date of Seller's receipt of the Title Objections to cure same. Seller will utilize reasonable diligence to cure any errors in the Commitment, provided Seller shall have no obligation to expend any money, to incur any contractual or other obligations, or to institute any litigation in pursuing such efforts. If any Title Objection is not satisfied within such time period, Buyer shall elect prior to the end of the Feasibility Period as its sole and exclusive remedy to either (a) terminate this Contract, in which case the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract, other than as set forth herein with respect to rights or obligations which survive termination, or (b) waive the unsatisfied objection (which shall thereupon become a Permitted Exception) and proceed to Closing without reduction of the Sales Price. Any exception to Commitment or Survey not objected to by Buyer in the manner and within the time period specified in this Paragraph 4 shall be deemed accepted by Buyer and shall be a Permitted Exception. The phrase "Permitted Exceptions" shall mean (i) real estate taxes and assessments not yet due and payable, (ii) documents or agreements contemplated by the terms of this Contract, (iii) matters arising from acts of or at the direction of Buyer, its consultants or any of their respective agents, representatives, or employees, and (iv) those exceptions to title set forth in the Commitment, Deed, or Survey and which have been accepted or deemed accepted by Buyer. In no event shall the failure of Seller to deliver a Commitment satisfying the requirements of this Paragraph 4 extend the period for review of such Commitment beyond the Feasibility Period; and Buyer's sole remedy on account of any such failure shall be to terminate this Contract prior to the expiration of the Feasibility Period in accordance with the provisions of Paragraph 9 hereof. Buyer shall notify Seller in writing of any failure of the Commitment or Survey to satisfy the requirements of this Paragraph 4 within ten (10) days after the Commitment and Survey are received by Buyer; and if Buyer fails to do so,

they shall be deemed to satisfy such requirements. Notwithstanding the foregoing and regardless of any applicable Title Objections, Seller agrees to cure prior to or upon Closing (x) any liens affecting the Property created by Seller, other than those created by or on behalf of Buyer, and (y) voluntary conveyances of interests in the Property by Seller after the Effective Date ("Mandatory Cure Matters"). In no event shall the Mandatory Cure Matters be a Permitted Exception, and if Seller is unable to cure any Mandatory Cure Matters on or before the Closing, then Buyer shall be entitled, as Buyer's sole and exclusive remedy, to terminate this Contract upon written notice to Seller on or before the Closing Date, whereupon the Earnest Money and any and all Extension Payments (if applicable) shall be promptly delivered to Buyer, and all obligations and liabilities of the parties under this Contract shall be discharged and shall be null and void and of no further force or effect (except those that expressly survive the termination of this Contract).

5. Encumbrances and Exceptions. Seller agrees to convey to Buyer by means of a special warranty deed, good and indefeasible title to the Property, free and clear of all liens and encumbrances which will not be satisfied out of the sales proceeds except as set forth in this Paragraph 5. The Property shall be conveyed to Buyer, and Buyer shall accept title subject only to those exceptions to title shown on the Title Binder or the Survey as to which Buyer fails to timely raise any objections as required in Paragraph 4 above or any exceptions to title shown on the Title Binder or the Survey if waived by Buyer as provided in Paragraph 4 above. Notwithstanding anything else contained in this Contract, Buyer shall not have to object in writing or otherwise to any monetary lien affecting the Property, any Mandatory Cure Matter, or to any of the matters contained in Schedule C of the Title Binder, all of which shall be deemed objectionable for purposes of this Contract.

6. Title Policy. At the closing, as hereinafter defined, the Title Company shall issue to Buyer an Owner's Policy of Title Insurance on the Property in face amount equal to the Purchase Price subject only to the Permitted Exceptions, with the exception for taxes being limited to the year of closing and subsequent years endorsed "Not Yet Due and Payable". At Buyer's sole option and expense, the survey exception may be deleted except for "Shortages in Area".

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

- (A) Seller has good and indefeasible title to the Property.
- (B) There is no action, suit, or proceeding pending or, to Seller's actual knowledge, threatened against or affecting the Property or any portion thereof or relating to or arising out of the ownership or use of the Property or any portion thereof in any court or before any administrative body or governmental authority.
- (C) There are no adverse or other parties in possession of the Property.
- (D) Neither the entering into of this Contract nor the consummation of the transaction contemplated hereby will constitute a violation or breach by Seller of (i) any contract or

other instrument to which Seller is a party, or to which Seller is subject or by which any of Seller's assets or properties may be affected, or (ii) any judgment, order, writ, injunction, or decree issued against or imposed upon Seller, nor result in a violation of any applicable law, order, rule or regulation of any governmental authority affecting Seller.

- (E) Seller is not a "foreign person" as such term is used in Section 1445 of the Internal Revenue Code.
- (F) To the best of Seller's knowledge: (1) the Property does not presently contain any Hazardous Materials (as defined below) in an amount, condition, location, manner of storage, degree or concentration in violation of any Environmental Laws (as defined below); (2) neither the Property nor Seller are currently in violation of or subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or any remedial obligations under any Environmental Laws; (3) Seller is not aware of any condition that could create liability to any party, public or private, of any environmental nature relating to the Property or due to the presence of any Hazardous Material on the Property; (4) Seller is in compliance with all applicable Environmental Laws with respect to the Property; (5) Seller is not aware of any release, spill, leak, discharge, disposal of, pumping, pouring, emitting, emptying, injecting, leaching, dumping or escape into or through the environment of any Hazardous Materials at, on, to or from the Property that is or could be a violation of any Environmental Law. In this Contract, the term "Environmental Laws" includes, but is not limited to, (a) with respect to federal law, CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. §§ 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300f *et seq.*), the Surface Mine Conservation and Reclamation Act (30 U.S.C. §§ 1251-1279), and regulations adopted pursuant thereto, and counterpart state and local laws, regulations adopted pursuant thereto; and (b) with respect to Texas law the Solid Waste Disposal Act (TEX. HEALTH & SAFETY CODE, Chap. 361 *et seq.*), the Texas Clean Air Act (TEX. HEALTH & SAFETY CODE, Chap. 382 *et seq.*), the Texas Water Code (TEXAS WATER CODE, Chap. 1 *et seq.*) and the regulations promulgated pursuant thereto. The term "Hazardous Materials" shall mean any hazardous, toxic, or dangerous waste, substance, contaminant, or material defined as such in any of the foregoing statutes and also includes lead-based paint, asbestos, radioactive materials, urea formaldehyde insulation, or other substance considered to be hazardous by a reasonably prudent purchaser of real property.
- (G) This Contract constitutes the legal, valid, and binding agreement of Seller, enforceable against Seller in accordance with its terms, and Seller has full power and authority to execute and deliver this Contract and to consummate the transactions contemplated hereby. The execution and delivery of this Contract and the consummation of the transactions

contemplated hereby have been duly and validly authorized by all necessary corporate, partnership, trust, or other action required on the part of Seller and this Contract has been duly and validly executed and delivered by Seller.

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

- (A) Seller's representations and warranties shall be true and correct as of the closing date.
- (B) The Property is in the same or similar condition as it was when this Contract was fully executed.
- (C) Title to the Property shall remain as initially approved by Buyer in the Title Binder and on the Survey as set forth in the provisions of this Contract such that good and indefeasible title shall be conveyed to Buyer at closing.
- (D) Seller has vacated Property and there are no adverse or other parties in possession of any portion of the Property.

Other than the provisions under Paragraph 8(D), in the event that the conditions set forth above are not satisfied at closing, then Buyer may either obtain a refund of all Earnest Money plus accrued interest thereon following which neither party shall thereafter have any further liability to the other hereunder, or Buyer may waive in writing the nonfulfillment of such condition and purchase the Property pursuant to the terms and provisions hereof without any reduction in the Purchase Price.

9. Feasibility Period; Remediation of Hazardous Wastes; Contract Extension.

- (A) Buyer shall have the right for a period of one hundred ten (110) days (the "Feasibility Period") after the effective date (as provided below) of this Contract to enter onto the Property and to have full access the Property for the purpose of conducting such inspections, investigations, studies, and tests as Buyer may deem fit. On or before the commencement of the Feasibility Period, Seller shall furnish Buyer with a copy of any hazardous waste reports or other environmental assessments, audits, or test results obtained by Seller relative to any portion of the Property. In the event that Buyer determines, in its sole discretion, based upon its inspections, investigations, studies, or tests that the Property is not satisfactory for Buyer's purposes or is not suitable for Buyer's intended use, then Buyer shall deliver written notice of such determination to Seller on or before the expiration of the Feasibility Period. In the event of such termination, and provided that Buyer is not otherwise in default of any provision of this Contract, all Earnest Money together with any accrued interest shall be returned to Buyer by the Title Company, and thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract.

- (B) If Buyer's inspections, investigations, studies, or tests disclose the existence of any Hazardous Materials in, on or under the Property, then Buyer may either:
- (1) Terminate this Contract (in which event the Earnest Money together with any accrued interest shall be paid or returned Buyer and thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract); or
 - (2) Waive, in writing, its objections to the existence of Hazardous Materials and proceed to closing without adjustment of the Purchase Price.
- (C) If, within fifteen (15) days prior to the expiration of the Feasibility Period, Buyer's inspections or investigations disclose that Seller or any other parties are in possession (whether adverse or otherwise) of any portion of the Property, then Buyer, in its sole discretion, may:
- (1) Extend the Feasibility Period until such time that the entirety of the Property is vacant of any and all occupants ("Contract Extension"); or
 - (2) Waive, in writing, its objections to the nonfulfillment of the provisions under Paragraph 8(D) of this Contract and proceed to closing without adjustment of the Purchase Price. Should Seller not have vacated the Property prior to Closing, Seller may be subject to post-closing eviction proceedings by Buyer.

10. Closing.

- (A) The closing of the purchase and sale of the Property shall take place on or before 30 days after the expiration of the Feasibility Period contemplated in Paragraph 9 of this Contract, unless extended by written agreement or necessitated by unplanned circumstances. The closing shall take place at the Title Company, or at such other place as the parties may mutually agree.
- (B) At the closing, Seller shall deliver to Buyer:
- (1) A special warranty deed, in the form of attached Exhibit "A" conveying title to the Property to Buyer, its successors and assigns, duly executed and acknowledged by Seller; and
 - (2) All such other instruments of assignment, transfer, or conveyance as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Property in accordance with this Contract and where necessary or desirable in recordable form, including but not limited to as assignment of any lease affecting the Property.

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

11. Closing Adjustments and Prorations.

- (A) Real Estate Taxes. Real estate taxes and assessments for the calendar year of closing shall be prorated between Seller and Buyer as of the date of closing, taking into consideration that Buyer is a tax-exempt entity. If the amount of such taxes for the year of closing is not yet available, the proration shall be based upon the amount of such taxes for the previous year.
- (B) Recording Fees. Buyer shall pay all recording fees and any similar fees or assessments imposed by state or local law and payable in respect of the sale or transfer of the Property.
- (C) Title Insurance and Survey. Buyer shall pay all premiums and other costs respecting the Title Binder and the Owner's Policy of Title Insurance. Buyer shall pay for the cost of the Survey (if necessary), and Buyer shall pay any additional premium due for the deletion of the survey exception from the Owner's Policy of Title Insurance.
- (D) Escrow Fees. Buyer shall pay any escrow or closing fee charged by the Title Company.

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

13. Brokerage Commission. Buyer represents and warrants to Seller that no real estate commissions, finders' fees, or brokers' fees have been or will be incurred in connection with the sale of the Property by Seller to Buyer on Buyer's behalf. To the extent allowed by law, Seller shall indemnify, defend, and hold Buyer harmless from any claim, liability, obligation, cost, or expense (including reasonable attorneys' fees and expenses) for fees or commissions relating to

Buyer's purchase of the Property asserted against either Buyer by any broker or other person claiming by, through or under the indemnifying party or whose claim is based on the indemnifying party's acts. The provisions of this Paragraph 13 shall survive the Closing or any termination of this Contract.

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

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

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

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

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

19. Waiver. Either Seller or Buyer shall have the right to waive any requirement contained in this Contract which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended and specifically identifying the provision or provisions being waived. No waiver of any breach or violation of any term of this Contract shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

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

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

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

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

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

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

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

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

[signature pages follow]

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

SELLER:

Walter Alcantara

By: x *Walter Alcantara*
Walter Alcantara

Date : *March 19, 2025*

Silvia Alcantara

By: *Silvia Alcantara*
Silvia Alcantara

Date : *March 19, 2025.*

SELLER'S NOTICE ADDRESS:

Walter Alcantara and Silvia Alcantara
2329 Stanford Street
Garland, Texas 75041-2559

With a copy to:

BUYER:

City of Garland, a Texas home-rule municipality

By: _____

Name: _____

Title: _____

Date : _____

BUYER'S NOTICE ADDRESS:

City of Garland
Real Estate Management Office
800 Main Street, 3rd Floor
Garland, Texas 75040
Attention: Real Estate Director
Telephone: (972) 205-2125

With a copy to:
City of Garland
City Attorney Office
200 N. Fifth Street, 4th Floor
Garland, Texas 75040
Attention: Trey Lansford, Deputy City Attorney

Acknowledgment of Title Company Receipt

Title Company hereby acknowledges receipt of this Contract on the date shown below and agrees to abide by and perform in accordance with the terms and conditions of escrow contained in the Contract. Upon receipt of the Earnest Money provided for in the Contract, Title Company agrees to notify Seller and Buyer thereof and to hold and disburse the Earnest Money pursuant to the terms and provisions of the Contract.

TITLE COMPANY:

Fidelity National Title

By:

Diana M. Spiak-Lee, VP / Escrow Officer

Date: _____

EXHIBITS:

Exhibit "A" – Form of Special Warranty Deed

EXHIBIT "A"
FORM OF SPECIAL WARRANTY DEED

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

**Project 14317 – Shiloh Road Widening (Kingsley to Miller)
Parcel No. E-43
2329 Stanford Street, Garland, Texas
Lot 34, Block 4, Claremont Place Addition**

SPECIAL WARRANTY DEED

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

That **Walter Alcantara and wife, Silvia Alcantara** (herein called “Grantor”, whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by the City of Garland, a Texas home-rule municipality (herein called “Grantee”), whose mailing address is 200 N. Fifth Street, Garland, Texas 75040, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the Exceptions to Conveyance and Warranty set forth below, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto Grantee all of his interest in the real property in Dallas County, Texas being particularly described as follows:

Being a 9,239 square foot (0.2121 of an acre) tract of land situated in the Thomas Burriss Survey, Abstract Number 64, City of Garland, Dallas County, Texas, and being all of Lot 34, Block 4, of Claremont Place Addition, an Addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of the Map Records of Dallas County, Texas (M.R.D.C.T.); said tract being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated herein by reference:

together with any and all rights or interests of Grantor in and to the adjacent streets and rights of way, and together with all and singular the improvements and fixtures thereon and all other rights and appurtenances thereto (collectively, the “Property”).

Exceptions to Conveyance and Warranty: All easements and other interests of record so conveyed and recorded in the Real Property Records of Dallas County, Texas before the date hereof.

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

EXECUTED effective as of this the date of _____, 20____.

GRANTOR: **Walter Alcantara and wife, Sylvia Alcantara**

By: _____

Print Name: Walter Alcantara

Title: _____

By: _____

Print Name: Sylvia Alcantara

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on this the date of _____, 20____, by Walter Alcantara, Owner of 2329 Stanford Street in Garland, Texas, on behalf of said individual.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on this the date of _____, 20____, by Sylvia Alcantara, Owner of 2329 Stanford Street in Garland, Texas, on behalf of said individual.

Notary Public in and for the State of Texas

Upon Filing Return To:

City of Garland
Real Estate Management Office
800 Main Street, Third Floor
Garland, Texas 75040
Attn: Real Estate Director

EXHIBIT "A"
RIGHT-OF-WAY RESERVATION
9,239 SQUARE FEET (0.2121 OF AN ACRE)
LOT 34, BLOCK 4 OF THE CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NUMBER 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS

BEING a 9,239 square foot (0.2121 of an acre) tract of land situated in the Thomas Burriss Survey, Abstract Number 64, City of Garland, Dallas County, Texas, and being all of Lot 34, Block 4, of Claremont Place Addition, an Addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of the Map Records of Dallas County, Texas (M.R.D.C.T.).

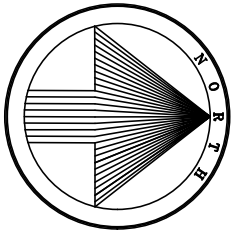
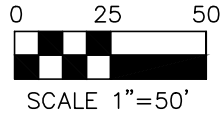


EXHIBIT "A" RIGHT-OF-WAY RESERVATION

LOT 34, BLOCK 4
CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS

GENERAL NOTES:

1. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
2. BEARINGS ARE BASED ON TRUE GEODETIC NORTH, OBTAINED WITH A GLOBAL POSITIONING SYSTEM, AND REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NAD 83 COORDINATES. DISTANCES AND AREA SHOWN HEREON ARE SURFACE UTILIZING A COMBINED SCALE FACTOR OF 1.000147529.
3. A DESCRIPTION OF SAME SURVEY DATE HERewith ACCOMPANIES THIS DRAWING.



LEGEND

- MONUMENT FOUND (MON "AS NOTED")
- 5/8" YELLOW CAPPED IRON ROD STAMPED (CIRS) "STV" SET
- (CM) CONTROL MONUMENT OF RECORD DIGNITY
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS, DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- SQ. FT. SQUARE FEET
- VOL., PG. VOLUME, PAGE
- R.O.W. RIGHT-OF-WAY
- ADJOINER LINE
- RIGHT-OF-WAY BOUNDARY LINE
- RIGHT-OF-WAY LINE
- . - - ABSTRACT LINE
- RIGHT-OF-WAY DEDICATION LINE

**HENRY REID
SURVEY
ABSTRACT NO. 1197**

LOT 4
BLOCK 1
SHILOH PLAZA
VOL. 84118, PG. 4548
D.R.D.C.T.

LOT 1, BLOCK 1
NORTHEAST BUSINESS PARK
No. 5
VOL. 81082, PG. 869
D.R.D.C.T.

SOUTH SHILOH ROAD

(VARIABLE WIDTH R.O.W.)

5' R.O.W. DEDICATION
CLAREMONT PLACE
VOL. 16, PG. 39
M.R.D.C.T.

(CM)
"X" CUT
FND.

(CM)
3/8" IRF

(CM)
1/2" IRF

LOT 20

1/2" IRF
(LEANING)

LOT 21

STANFORD STREET
(50' R.O.W.)

**THOMAS BURRISS
SURVEY
ABSTRACT NO. 64**

7.5' UTILITY ESMT.
VOL. 16 PG. 39
#2329 M.R.D.C.T.

9239 SQ. FT.
(0.2121 ACRES)

LOT 34

L3 CLAREMONT PLACE
VOL. 16, PG. 39
M.R.D.C.T.

LOT 33

LINE	BEARING	DISTANCE
L1	N 01°16'01" W	140.07'
L2	N 89°10'25" E	66.48'
L3	S 00°52'02" E	139.97'
L4	S 89°05'18" W	65.50'

TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE PLAT HEREON IS A CORRECT REPRESENTATION OF THE PROPERTY AS DETERMINED BY A SURVEY MADE ON THE GROUND FEBRUARY, 2023. THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS.


STEPHEN J. DIAL RPLS NO. 6697

DATE: JULY 11, 2024

DRAWING FILE: 1800269 LOT 34 BLK 4 CLAREMONT PL.DWG



BEING A 0.2121 ACRE TRACT
SITUATED IN THE
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS
SURVEYOR:



110 A Roundabout Drive, Midlothian, Texas 76065 214.638.0500
TEXAS REGISTERED ENGINEERING FIRM F-1741 TBPELS 10194115
1800269.03 07/11/2024 PAGE 2 OF 3

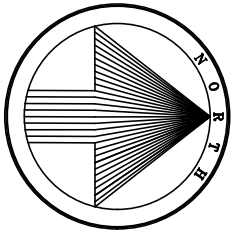
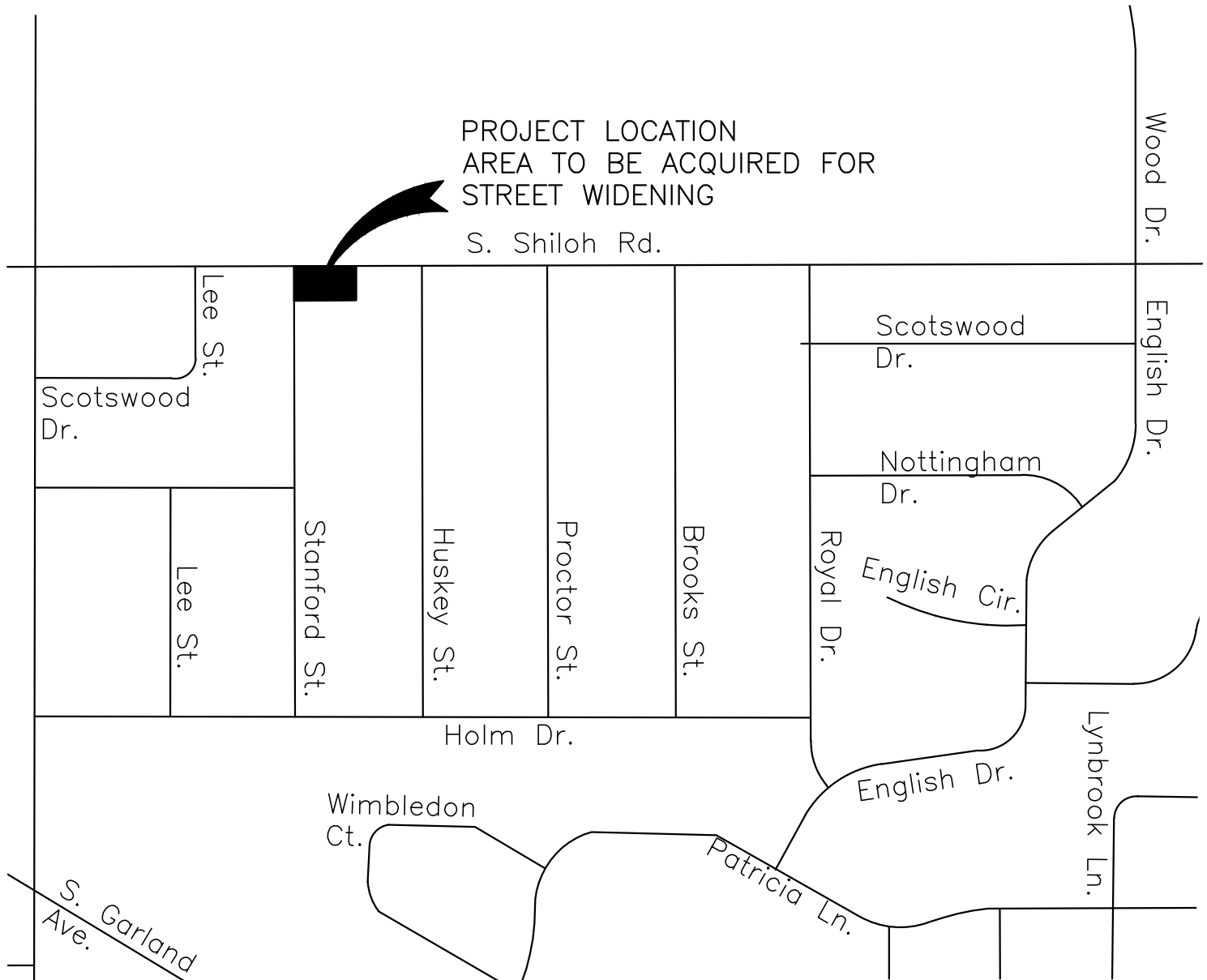


EXHIBIT "A" RIGHT-OF-WAY RESERVATION

LOT 34, BLOCK 4
CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS
VICINITY MAP



BEING A 0.2121 ACRE TRACT
SITUATED IN THE
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS
SURVEYOR:



110 A Roundabout Drive, Midlothian, Texas 76065 214.638.0500
TEXAS REGISTERED ENGINEERING FIRM F-1741 TBPELS 10194115



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

7.

Meeting Date: 04/15/2025

Title: Increase Property Tax Exemptions for Seniors and Homestead for 2025 Tax Year

Submitted By: Matt Watson, Chief Financial Officer

Strategic Focus Area: Sound Governance and Finances

Issue/Summary

The Administrative Service Committee made a recommendation to the City Council at the March 17, 2025 Work Session to increase the Homestead Exemption from 10% to 11% and the senior exemption from \$56,000 to \$60,000 for Garland residents effective in the 2025 tax year. Council is requested to consider an ordinance related to these property tax exemptions.

Background

The Administrative Services Committee has conducted research on possible changes to the senior and homestead exemptions for Garland residents and has made a recommendation to increase the exemptions for tax year 2025. The exemptions were last changed in the tax year 2020 and the Council will consider increasing the senior exemption to \$60,000 and the Homestead exemption to 11% for tax year 2025. For a resident under the age of 65 with a home valued at \$200,000, the increased Homestead Exemption would save the taxpayer approximately \$10 for the year. For a resident age 65 or older with a home valued at \$200,000, the additional Senior Exemption would save \$39 for the year.

Consideration / Recommendation

The Administrative Service Committee is recommending approval of this ordinance.

Attachments

2025_property_tax_exemption-tax_rate_calculation - TL rev

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 40.01 AND 40.07 OF CHAPTER 40 "TAXATION" OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS RELATING TO CERTAIN EXEMPTIONS FROM REAL PROPERTY TAXES; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Sec. 40.01 of Chapter 40, "Taxation" of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"Sec. 40.01 Residence homestead tax exemption for persons over 65 and for disabled persons

There is hereby granted, beginning with the tax year 2025, an exemption from taxation in the amount of \$60,000 of the appraised value of the residential homestead of persons 65 years of age or older and of the residential homestead of disabled persons. The qualifications, conditions, and limitations governing the availability and applicability of the exemption granted by this section shall be those contained in Section 11.13 and other applicable provisions of the Texas Tax Code."

Section 2

That Sec. 40.07 of Chapter 40, "Taxation" of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

Sec. 40.07 Residence homestead exemption

There is hereby granted, beginning in the tax year 2025, an exemption from taxation of a percentage of the appraised value of a residence homestead in the amount of eleven percent (11%). The qualifications, conditions, and limitations governing the availability and applicability of the exemption granted by this section shall be those contained in Section 11.13 and other applicable provisions of the Texas Tax Code."

Section 3

That Chapter 40, "Taxation" of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

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

Section 5

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

PASSED AND APPROVED this the 15th day of April, 2025.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

8.

Meeting Date: 04/15/2025
Title: Notice of Intent for Sale of Certificates of Obligation
Submitted By: Matt Watson, Chief Financial Officer
Strategic Focus Area: Sound Governance and Finances

Issue/Summary

On February 4, 2025, Council adopted the 2025 Capital Improvement Program (CIP), which contemplates a Certificate of Obligation (CO) bond sale to fund a portion of the CIP and on March 4, 2025 City Council approved an amendment to the CIP for the construction of a soccer complex located on Holford Road and 190 which is funded with CO's. Council is asked to consider approving a notice of intent resolution to provide legal authorization for the certificates. It should be noted that approval of a notice of intent resolution will not obligate the City to issue debt and formal approval of the Certificates of Obligation is expected to occur at the May 20, 2025 Regular Council Meeting.

Background

The City Manager formally submitted the proposed CIP to Council at the Work Session Meeting on January 6, 2025, and staff made copies of the proposed CIP available for public inspection and review the next day in libraries and the City Secretary's Office. The City Council held a Special Budget Work Session on January 11, 2025, to review the proposed program. In addition, Public Hearings on the Proposed CIP were held on January 21, 2025 and February 4, 2025. The 2025 Capital Improvement Program was adopted by the Council on February 4, 2025 and requires the issuance of Certificates of Obligation. In compliance with City Council's Financial Policy, Certificates of Obligation debt are issued, so the debt maturities are aligned with the useful lives of the capital improvements being funded. CO principal maturities range from 5 years to 20 years. CO's require approval by the Council and publication of a notice of intention for issuance. The maximum amount of issuance in the Notice of Intent resolution is set at \$98 million to fund City Council-approved CIP projects.

Consideration / Recommendation

Since neither cash nor voter-authorized bonds are available to fund a portion of the 2025 CIP, staff request the issuance of Certificates of Obligation. The Interest and Sinking debt service tax rate is not impacted as a result of the Notice of Intent to Issue Certificates of Obligation of this debt issuance.

Attachments

Resolution

**THE STATE OF TEXAS
COUNTIES OF DALLAS, COLLIN AND ROCKWALL
CITY OF GARLAND**

1. The City Council of the City (the "City Council") convened in REGULAR MEETING ON THE 15TH DAY OF APRIL, 2025, at the designated meeting place, and the roll was called of the duly constituted officers and members of the City Council, to wit:

Jennifer Stubbs, City Secretary

RESOLUTION DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO
ISSUE CERTIFICATES OF OBLIGATION OF THE CITY OF GARLAND; AND
PROVIDING FOR AN EFFECTIVE DATE

ABSTAIN: _____

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the adoption of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of the City (or the Mayor Pro-tem in the absence of the Mayor) has approved and hereby approves the aforesaid Resolution; and that the Mayor (or the Mayor Pro-tem in the absence of the Mayor) and the City Secretary (or the Deputy City Secretary in the absence of the City Secretary) of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the 15th day of April, 2025.

City Secretary

Mayor

(SEAL)

RESOLUTION NO. _____

A RESOLUTION
DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION
OF THE CITY OF GARLAND;
AND PROVIDING FOR AN EFFECTIVE DATE

THE STATE OF TEXAS
COUNTIES OF DALLAS, COLLIN AND ROCKWALL
CITY OF GARLAND

WHEREAS, it is deemed necessary and advisable that the Notice of Intention to Issue Certificates of Obligation be given as hereinafter provided; NOW, THEREFORE,

BE IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS THAT:

SECTION 1. Attached hereto is a form of "NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION OF THE CITY OF GARLAND", the form and substance of which are hereby adopted and approved and made a part of this Resolution for all purposes.

SECTION 2. The City Secretary shall cause said NOTICE, in substantially the form attached hereto, to be published once a week for two consecutive weeks in a newspaper of general circulation in the City, with the date of the first publication to be at least forty-six (46) days before the date tentatively set for the passage of the Resolution authorizing the issuance of such Certificates of Obligation. And further that the City Secretary shall cause said NOTICE, in substantially the form attached hereto, to be posted continuously on the City's Internet website for at least 45 days before the date tentatively set for the passage of the Resolution authorizing the issuance of the Certificates of Obligation.

SECTION 3. This Resolution shall become effective immediately upon its passage and approval.

THE STATE OF TEXAS
COUNTIES OF DALLAS, COLLIN AND ROCKWALL
CITY OF GARLAND

NOTICE OF INTENTION
TO ISSUE CERTIFICATES OF OBLIGATION
OF THE CITY OF GARLAND

THE CITY OF GARLAND, in the Counties of Dallas, Collin and Rockwall, Texas, hereby gives notice of its intention to issue CITY OF GARLAND CERTIFICATES OF OBLIGATION, in accordance with the Certificate of Obligation Act of 1971, as amended and codified, and other applicable laws, in the maximum principal amount of \$98,000,000 for the purpose of paying all or a portion of the City's contractual obligations incurred pursuant to contracts for the purchase, construction, renovation and acquisition of certain real and personal property, to wit: (a) acquiring, constructing, renovating, improving, installing and equipping park and recreational improvements and the acquisition of land and interests in land related thereto; (b) constructing, renovating and equipping municipal drainage improvements; (c) constructing and improving streets, including related sidewalks, cycle paths, signage and signalization, landscaping, streetscaping, drainage, utility line relocations and the acquisition of land and rights-of-way therefor; (d) acquisition of vehicles and equipment for the fire, and police departments and programs; (e) constructing, renovating, installing and equipping of buildings, streets and traffic control facilities, and public safety facilities for the police and fire departments, and parks and recreation department; (f) acquisition of vehicles and equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements for the City's sanitation department, including the landfill and transfer station; and (g) for the purpose of paying all or a portion of the City's contractual obligations for professional services, including engineers, architects, attorneys, map makers, auditors, and financial advisors, in connection with said projects and said Certificates of Obligation. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law, and a limited pledge of the net revenues derived by the City from the ownership and operation of the City's Water and Sewer System. The City Council of the City tentatively proposes to authorize the issuance of such Certificates of Obligation, in one or more series, at a meeting commencing at 7:00 p.m. on June 3, 2025, in the City Council room at the Garland City Hall, 200 N. Fifth Street, Garland, Texas. In the event that the City Council will be unable to meet at the Garland City Hall on June 3, 2025, the City will post on its website, www.garlandtx.gov, information for persons to attend the meeting by telephone, teleconference or other electronic means.

The maximum interest rate for such Certificates of Obligation will not exceed the maximum legal interest rate, the maximum maturity date for such Certificates of Obligation is February 15, 2045, and the estimated combined principal and interest required to pay such Certificates of Obligation to be authorized on time and in full is \$141,994,570.

The City currently has outstanding debt obligations secured by and payable from ad valorem taxes equal to \$448,270,000 in principal amount and \$612,267,492 in combined principal and interest required to pay such outstanding debt obligations on time and in full.

CITY OF GARLAND, TEXAS

By: Jennifer Stubbs, City Secretary



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

9. a.

Meeting Date: 04/15/2025

Title: Public Hearing Regarding the Allocation of the 2025-2026 CDBG, HOME and ESG Federal Grant Programs

Submitted By: Mona Woodard, Neighborhood Services Administrator

Strategic Focus Area: Safe Community
Vibrant Neighborhoods and
Commercial Centers
Customer-Focused City Services

Issue/Summary

Public Hearing to provide input regarding the distribution of the Community Development Block Grant (CDBG) funding, HOME Infill Partnership Grant (HOME) funding, and the Emergency Solutions grant (ESG) funding for the forthcoming 2024-2025 grant program year. As part of the allocation procedure, this hearing is mandated to gather feedback from any concerned parties regarding the 2025-2026 federal grant program allocations.

Background

The City of Garland secures funding from the U. S. Department of Housing and Community Development (HUD) in the form of Community Development Block Grants, HOME Infill Partnership Funds, and Emergency Solutions Grants. Annually, the City is required to hold a formal Public Hearing to aid in the formulation of the 2025-2026 Annual Action Plan, delineating how these allocations will be utilized in the forthcoming program year. All interested parties are encouraged to attend the Public Hearing to provide input regarding the CDBG, HOME and ESG grant programs.

Consideration / Recommendation

Conduct a Public Hearing to gather feedback from all stakeholders regarding the upcoming grant programs for the 2025-2026 program year.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

10. a.

Meeting Date: 04/15/2025

Title: Reconsideration Request of a Previously Denied Zoning Application (File No. Z 24-29, Nayeb Management, LLC., District 5)

Submitted By: Nabila Nur, Planning and Development Director

Issue/Summary

Cynthia Olalde has submitted a written request to the City Council to reconsider the previously denied Zoning Case 24-29 (Nayeb Management, LLC.).

Section 2.05(K) of the Garland Development Code states:

"A request to change the zoning designation for a tract of land may not be considered by the Plan Commission or the City Council within one year of the Council's denial of same, or substantially similar, requested change for all or any portion of the parcel, unless:

1. the Council determines that there has been a substantial change in conditions surrounding the land since the initial request, and agrees to reconsider the change by a three-fourths of the members present and voting; or
2. the Council's initial decision on the request to change the zoning designation was made 'without prejudice.'

The applicant's letter to the City Council is attached. The City Attorney concurs that the applicant's written request meets legal requirements for reconsideration.

Background

The City Council previously considered and denied the application on March 18, 2025. Approval of the reconsideration request would allow the applicant to submit a new zoning application in less than the Garland Development Code's required one-year waiting period for denied cases.

Consideration / Recommendation

City Council action is requested. Should three-fourths of the Council grant the reconsideration, the applicant may submit a new zoning application in less than one year of the previous denial. The new zoning application will go back through the public hearing process (Plan Commission and City Council).

Attachments

Reconsideration Request Letter

Formal Request for Appeal of Zoning Decision

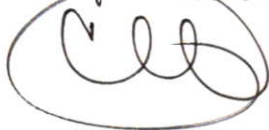
Dear City of Garland, (Emma)

I am formally requesting an appeal of the decision made by the City Council on March 18th, 2025. I understand that today is the deadline to submit this request, and I want to ensure I complete all necessary steps.

I will present my new evidence during my meeting with the City Council, as permitted. Please confirm if there are any additional requirements or steps I need to take for this appeal to be processed.

Thank you for your time and assistance. I look forward to your response.

Best regards,

Cynthia Olalde 03/25/25


214-240-1500



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

11.

Meeting Date: 04/15/2025

Title: Board Appointment

Submitted By: Courtney Vanover, Public Information Coordinator

Issue/Summary

Councilmember Chris Ott

- Libby Odom - Parks & Recreation Advisory Board

Background

Consideration / Recommendation

Attachments

Libby Odom



Application for City of Garland Boards and Commissions

First Name:	Libby	Last Name:	Odom
Address:	2501 Dillon Dr	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75040
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		10+ years	Length of Garland residency (in years)?
		10+ years	

Email address:

Do you use, or have you ever used, any of the following:

☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok

Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):

1 st	Community Multicultural Commission	2 nd Choice:	Parks and Recreation Board	3 rd Choice:	Senior Citizens Advisory Committee
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Please list any experience that qualifies you to serve in the areas you have indicated.

I am involved in the city and try to keep up with what's going on. I'm active in the Chamber and volunteering in the community. I have served on boards in the past and am currently on the board for Good Samaritans of Garland.

If you have previously served on a City Board or Commission, please specify and list dates of service.

N/A

List civic or community projects with which you have been involved.

I have been a (Boy) Scout leader for 24 years. I graduated Leadership Garland Class 40 and was class advisor for Class 41 and 42. I have performed in the murder mystery for Good Sam every year.

What is your educational background?

I went to Freeman, Bussey, Garland High. I have a Bachelor's degree, teachers certificate, and Masters of Education from East Texas State University/Texas A&M Commerce. I taught in GISD for 24 years.

Referred by:	Chris Ott	District:	8
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Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

1. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

Business entity: Means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or \$5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

2. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Boards and Commissions Application and Disclosure Form to:

City of Garland
City Secretary's Office
PO Box 469002
Garland, TX 75046-9002

Signature: Date: