

Council Chambers at City Hall
Tuesday, May 6, 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.

- Pet of the Month
- Special Recognition for Garland's Recycled Water Program Honored with 2024 Texas American Water Works Association Bob Derrington Reuse Award
- Proclamation recognizing Public Service Recognition Week
- Proclamation recognizing Asian American Pacific Islander Heritage Month
- Proclamation recognizing National Day of Prayer

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 15, 2025 Regular Meeting

2. Approve the following bids:

- a. Replacement Dozer for the Hinton Landfill Bid No. 0651-25

RDO Equipment Company \$975,198.83

This request is for a single 2025 John Deere 1050P Dozer for the Hinton Landfill.

- b. Police Gun Range Bullet Trap System Replacement Bid No. 0929-25

Action Target \$762,000.00

This request is for the total replacement of the Police Gun Range bullet trap system.

- c. Side and Rear Loader Chassis for Sanitation Department Bid No. 0966-25

Bond Equipment Company, Inc. \$1,283,986.00

This request is for four new 2025 Battle Motors LET2 4X2 Side Loader Chassis and two replacement 2025 Battle Motors LET2 4X6 Rear Loader Chassis for the Sanitation Department.

- d. GP&L Walnut Substation Tap Engineering Services Bid No. 0978-25

Burns & McDonnell Engineering Company, Inc. \$849,500.00

This request is to obtain engineering services to support the installation of a tap structure at the GP&L Walnut Substation. Services include substation civil, structural, and electrical design engineering; protection, control, and communications design services; and project, planning, and control services. This is part of the approved Walnut Substation Bypass CIP project.

- e. GP&L and TMPA Fiber Installation and Maintenance Services Bid No. 0628-25

Superior Network Systems \$500,000.00

This request is for as-needed installation and maintenance of fiber in GP&L and TMPA substations.

- f. Holford Multipurpose Recreational Facility Bid No. 1038-25

Overland Partners \$2,000,000.00

This request is to award a professional services contract to Overland Partners in a not-to-exceed amount of \$2,000,000 for the design of the Multipurpose Soccer Training Facility, generally located at the southeast corner of Holford Road and President George Bush Tollway (Hwy190).

- g. TMPA Gibbons Creek Switchyard Civil Improvements Bid No. 0991-25

POWER Engineers, Inc. \$297,000.00

This request is to obtain design engineering services for the TMPA Gibbons Creek Switchyard Civil Improvement project. Services include station civil and structural design services, construction phase and field engineering services, and environmental and permitting services. This is part of the approved TMPA Gibbons Creek Switchyard Surface and Subsurface Modifications CIP project and will be reimbursed at 100%.

- h. **New Bodies for Sanitation Department Trucks** **Bid No. 0984-25**
- Reliance Truck and Equipment** **\$2,784,671.70**
- This request is for ten side loader bodies, two front loader bodies, and two rear loader bodies.*
- i. **2025 Hino XL8 Semi-Tractor Cab/Chassis Trucks** **Bid No. 0967-25**
- Industrial Power Truck & Equipment** **\$473,420.00**
- This request is for four replacement 2025 Hino XL8 Single Axle Semi-Tractors for Brush Collection in the Sanitation Department.*
- j. **GP&L Lookout Substation Bay Addition Construction Services** **Bid No. 0820-25**
- Primoris T&D Services, LLC** **\$550,000.00**
- This request is to obtain electrical construction services for the addition of a service bay at the GP&L Lookout Substation. This is part of the approved GP&L Lookout Terminal to Holford CIP project. An owner's contingency is included for any additional services that may be required.*
- k. **Trucks for Sanitation and Wastewater Departments** **Bid No. 0994-25**
- Chastang Ford** **\$3,320,263.00**
- This request is for six 2026 Autocar ACX42 4X2 Side Loader Chassis, two Autocar ACX64 Front Loader Chassis, two Autocar DC64 Transfer Semi Tractor trucks, and three Autocar DC64 Roll Off trucks.*
- l. **GP&L Holford Switch Station Testing and Commissioning** **Bid No. 1001-25**
- Power Testing & Energization** **\$505,714.00**
- This request is to obtain substation acceptance testing at the GP&L Holford Switch Station. Testing areas include substation apparatus, control house, station batteries, AC/DC panels and relays. Ground grid and yard lighting will be tested, followed by commissioning and energization of the station equipment and end-to-end testing. This is part of the approved Holford Switch Station CIP project.*
- m. **TMPA Gibbons Creek to Zenith Protection Scheme Engineering Services** **Bid No. 1002-25**
- Power Engineers, Inc.** **\$495,000.00**
- This request is to obtain substation design engineering services associated with the modification of the Zenith 345kV line terminal at the TMPA Gibbons Creek Substation. Services include civil, structural, and electrical substation design, as well as construction and field engineering services. This is part of the approved TMPA Gibbons Creek -- Zenith Circuit 18 Protection Scheme CIP project and will be reimbursed at 100%.*

- n. **GP&L Transmission Services Storage Facility Laydown Yard Construction Services** **Bid No. 0821-25**

Tri-Con Services, Inc. \$4,100,219.00

This request is to obtain construction labor for the construction of the GP&L Transmission Services Storage Facility Laydown Yard. This is part of the Transmission Services Storage Facility CIP project. An optional contingency has been added for any unforeseen services that may be needed.

- o. **GP&L and TMLPA Substation Testing and Commissioning Services Change Order** **Bid No. 1156-22**

Power Testing and Energization \$641,987.41

This request is to obtain a dollar amount increase to the blanket services contract awarded for as-needed GP&L and TMLPA substation testing and commissioning services. GP&L is moving from blanket contracts to per-project purchase orders for these services. This change order is needed to cover the interim between the BL process and individual PO process.

- p. **GP&L Miller Road to Newman 138kV Transmission Line Rebuild Engineering Services** **Bid No. 1002-25**

Burns & McDonnell Engineering \$2,360,600.00

This request is to obtain design engineering services to support the rebuild of the GP&L Miller Road to Newman 138kV Transmission Line in Dallas County, Texas. Services include transmission and distribution line design and engineering, project planning and control services, and field engineering services. Other services will include geotechnical investigations, preconstruction and as-built LiDAR support, SUE surveys, boundary surveys, and survey construction support. This is part of the approved GP&L Miller Road - Newman Line Capacity Increase CIP project.

- q. **GP&L Plant Staffing Services Contract** **Bid No. 0527-25**

Renegade Group, LLC (Primary) and NAES Corporation \$820,000.00 (Secondary)

This request is to obtain experienced power plant operators for the Spencer and Olinger Power Plants. Two vendors were selected, each with \$410,000 initial term contracts. Renegade Group, LLC will serve as the primary vendor and NAES Corporation as the secondary vendor for these services. These outside labor sources will help with staffing augmentation, unit reliability, and facility safety. These initial term contracts have two optional renewals.

3. **Shiloh Road Project - Acquisition of Real Property Located at 2328 Brooks Street**

Approve a purchase agreement and relocation assistance package negotiated with Deyanira and Gabriel A. Solis for the acquisition of fee simple interest from real property located at 2328 Brooks 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 May 5, 2025 Work Session.

4. **Shiloh Road Project - Acquisition of Real Property Located at 2329 Brooks Street**

Approve a purchase agreement and relocation assistance package negotiated with Felipe Chavez and Dimas Carbajal for the acquisition of fee simple interest from real property located at 2329 Brooks 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 May 5, 2025 Work Session.

5. **Proposed Development Agreement with Blooming Investments Group 1, LLC**

Approve a Proposed Development Agreement and Sale Agreement with Blooming Investments Group 1, LLC, in regard to a 2.695 acre site at the corner of West Avenue D and South 1st Street. Council was briefed on this item at the March 31, 2025 Work Session.

6. **TMPA Asset Exchange**

Approve an Asset Exchange Proposal between Texas Municipal Power Agency (TMPA) and Bryan Texas Utilities for the exchange of certain transmission and station assets. Council was briefed on this item at the April 14, 2025 Work Session.

7. **Fire and Police Staffing Realignment**

Approve revisions to the 24-25 Civil Service Classifications & Compensation Ordinance to reflect the reallocation of one Firefighter position and the elimination of Police Lateral Academy Pay. Council was briefed on this item at the May 5, 2025 Work Session.

ITEMS FOR INDIVIDUAL CONSIDERATION

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8. **Agreement for Real Property Contract of Sale Between The Owl Icehouse Garland, LLC and the City of Garland Regarding Property Located at 519 State Street in the Downtown Historic Sub-district.**

Approve a Development Agreement and Real Property Contract of Sale between The Owl Icehouse Garland, LLC and the City of Garland regarding property located at 519 State Street in the Downtown Historic Sub-district. Council was briefed on this item at the April 14, 2025 Work Session.

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

- a. **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.**

The developer has requested that this item be considered at the June 17, 2025 Regular Meeting. 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)

- b. **Consider a request by Leslie Montena, requesting a "Major Waiver" to the Downtown Sign Standards to install a 30-square-foot wall sign positioned lower on the facade, where only 10-square-foot signs are permitted below 12 feet above grade. The site is located at 622 West State Street. (District 2) (File DD 25-01)**

Consider and take appropriate action on the application of Leslie Montena, requesting approval of a Major Waiver to Chapter 7, Table 7-7 of the Garland Development Code to install a 30-square-foot wall sign positioned lower on the facade, where only 10-square-foot signs are permitted below 12 feet above grade on a property zoned Downtown (DT) District, Downtown Historic (DH) sub-district. The site is located at 622 West State Street. (District 2) (File DD 25-01)

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.

10. Citywide Appointment

- Art Munoz, Animal Services Advisory Committee

11. Citywide Appointment

- Ashton Tassin, Animal Services Advisory Committee

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]

Mission

We serve to grow public trust and a thriving Garland community, today and for the future.

Vision

Garland will be an engaged and vibrant community that residents proudly call home.

Strategic Focus Areas



Safe Community



Well-Maintained
City Infrastructure



Reliable, Cost-Efficient
Utility Services



Sound Governance
and Finances



Vibrant Neighborhoods
and Commercial Centers



Customer-Focused
City Services



Growing
Economic Base



Future-Focused
City Organization



Enhanced Quality of
Life through Amenities,
Arts and Events



Commercially Thriving
Downtown

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: 05/06/2025

Title: April 15, 2025 Regular Meeting Minutes

Submitted By: Jennifer Stubbs, City Secretary

Issue/Summary

Approve the minutes of the April 15, 2025 Regular Meeting.

Background

N/A

Consideration / Recommendation

Council is requested to consider approving the minutes from the April 15, 2025 Regular Meeting.

Attachments

April 15, 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 15, 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
Councilmember Jeff Bass
Councilmember Kris Beard
Councilmember B.J. Williams
Councilmember Carissa Dutton
Councilmember Dylan Hedrick
Councilmember 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
Public Information Coordinator Courtney Vanover
Planning Director Nabila Nur
Neighborhood Services Administrator Mona Woodard

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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Councilmember Bass 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.

- Volunteer Appreciation Week

Mayor LeMay read the proclamation and presented it to the Office of Volunteer Garland and volunteers.

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

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

2. Approve the following bids:

a. APPROVED 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. APPROVED 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. APPROVED 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. APPROVED 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. APPROVED 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. APPROVED 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. APPROVED Design Contract for Westminster 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 Westminster Lane and Wilmington Drive.

h. APPROVED Change Order for Right of Way Mowing

Bid No. 1268-22

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. APPROVED 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. APPROVED 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. APPROVED 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. APPROVED 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. APPROVED 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. APPROVED 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. APPROVED 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. APPROVED 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

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

a. PUBLIC HEARING HELD: 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.

Ms. Woodard provided a brief overview of the process and timeline.

Speakers on the item: Isaiah Williams, Argie Santus, Mary Jane Zapata, Arielle Turner, Rhonda McTyre, Jennifer Alanis, and Ellen Magnus.

10. **Hold public hearing(s) on the following Zoning Case(s):**
- a. **DENIED** **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.

Speakers on this item: Cynthia Olalde, applicant.

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

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

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11. APPROVED Councilmember Chris Ott

- Libby Odom - Parks & Recreation Advisory Board

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

CITIZEN COMMENTS

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Kathy Brawly.

ADJOURN

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Mayor LeMay adjourned the meeting at 7:50 p.m.

Submitted By:

Scott LeMay, Mayor

Jennifer Stubbs, City Secretary



GARLAND
PURCHASING REPORT

City Council Regular Session

2. a.

Meeting Date: 05/06/2025

Item Title: Replacement Dozer for the Hinton Landfill

Submitted By: Garth Sanich, Director of Fleet Services

Bid Number: 0651-25

Purchase Justification:

This purchase is for one 2025 John Deere 1050P Dozer for the Hinton Landfill.

Evaluation:

The John Deere dozer is available from RDO Equipment Company through the Sourcewell Cooperative Purchasing Contract 011723-JDC. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
RDO Equipment Company	All	\$975,198.83
	TOTAL:	\$975,198.83

Basis for Award:

Cooperative Purchase

Purchase Requisition #:

53313

Fiscal Impact

Total Project/Account: \$3,185,175

Expended/Encumbered to Date (Including this Item): \$2,934,061

Proposed Balance: \$251,114

Account #: 692-1609-1715400-9007

Fund/Dept/Project Description and Comments:

Landfill/Transfer Station CIP / Replacement of Landfill Equipment

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Prop. CIP - Page 184

Budget Director Approval:

Matt Watson

Approval Date:

04/24/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/15/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. b.

Meeting Date: 05/06/2025

Item Title: Police Gun Range Bullet Trap System Replacement

Submitted By: Jeffrey Bryan, Chief of Police

Bid Number: 0929-25

Purchase Justification:

This request is for the total replacement of the Police Gun Range bullet trap system. The current system has been in service for almost 20 years and is reaching its end of life. It may no longer provide the optimal level of containment and energy dissipation. A modern bullet trap is designed with advanced materials and engineering to capture and contain high-velocity rounds safely. This significantly reduces the risk of ricochets, splashback, or system failure, thereby enhancing the overall safety of our facility.

Evaluation:

The Police Gun Range bullet trap system replacement is available from Action Target through the General Services Administration Cooperative Purchasing Contract GS-07F-0482Y. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Action Target	All	\$762,000.00
	TOTAL:	\$762,000.00

Basis for Award:

Cooperative Purchase

Purchase Requisition #:

53658

Fiscal Impact

Total Project/Account:

\$0

Expended/Encumbered to Date (Including this Item): \$762,000

Proposed Balance: -\$762,000

Account #:

691-1429-1303600-9002

Fund/Dept/Project Description and Comments:

Public Safety CIP/ Police Gun Range Bullet Trap System Replacement

This item is a pre-order of equipment for the Police Gun Range Bullet Trap System Replacement project; Certificates of Obligation funding will be included in the 2026 Capital Improvement Program for the continuation of the project, as projected in the 2025 CIP.

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed, Page 124

Budget Director Approval:

Matt Watson

Approval Date:

04/24/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/17/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. c.

Meeting Date: 05/06/2025

Item Title: Side and rear loader chassis for Sanitation Department

Submitted By: Garth Sanich, Director of Fleet Services

Bid Number: 0966-25

Purchase Justification:

This purchase is for four (4) new 2025 Battle Motors LET2 4X2 Side Loader Chassis and two (2) replacement 2025 Battle Motors LET2 4X6 Rear Loader Chassis for the Sanitation Department.

Evaluation:

The side and rear loader chassis are available from Bond Equipment Company, Inc. through the BuyBoard Cooperative Purchasing Contract 723-23. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Bond Equipment Company, Inc.	All	\$1,283,986.00
	TOTAL:	\$1,283,986.00

Basis for Award:

Cooperative Purchase

Purchase Requisition #:

53663

Fiscal Impact

Total Project/Account: \$4,033,457

Expended/Encumbered to Date (Including this Item): \$3,554,910

Proposed Balance: \$478,547

Account #: Various

Fund/Dept/Project Description and Comments:

Misc. Revenue Support and Internal Service CIP	New Side-Load Residential Trucks	246-4319-2109500-9007	3 Units	\$608,515
	New Recycling Truck	246-4319-2109700-9007	1 Unit	\$200,705
	Replacement of Rear-Load Brush Trucks	246-4319-2107100-9007	2 Units	\$474,766
		Total		\$1,283,986

Attachments

Units being replaced Sanitation

Budget Type:

CIP

Fiscal Year:

2025

Document Location:	Pg. 163 and 165		
Budget Director Approval:	Matt Watson	Approval Date:	04/24/2025
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	04/17/2025

<u>Units being replaced:</u>		MILES	HOURS
430-1730	2017 Crane Carrier LET2-30 Rear Loader		12,580
430-1731	2017 Crane Carrier LET2-30 Rear Loader		12,890



GARLAND
PURCHASING REPORT

City Council Regular Session

2. d.

Meeting Date: 05/06/2025

Item Title: GP&L Walnut Substation Tap Engineering Services

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 0978-25

Purchase Justification:

This request is to obtain engineering services to support the installation of a tap structure at the GP&L Walnut Substation. Services include substation civil, structural, and electrical design engineering; protection, control, and communications design services; and project, planning, and control services. This is part of the approved Walnut Substation Bypass CIP project.

Evaluation:

Burns & McDonnell Engineering Company, Inc. was selected as the Most Qualified firm for this project from RFQ 0832-24. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Burns & McDonnell Engineering Company, Inc.	All	\$849,500.00
	TOTAL:	\$849,500.00

Basis for Award:

Most Qualified

Purchase Requisition #:

53558

Fiscal Impact

Total Project/Account: \$1,500,000

Expended/Encumbered to Date (Including this Item): \$849,500

Proposed Balance: \$650,500

Account #: 210-3599-3136901-7111

Fund/Dept/Project Description and Comments:

Electric CIP / GP&L Transmission Lines Program

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 278

Budget Director Approval:

Matt Watson

Approval Date:

04/24/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/18/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. e.

Meeting Date: 05/06/2025

Item Title: GP&L and TMPA Fiber Installation and Maintenance Services

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 0628-25

Purchase Justification:

This request is for as-needed installation and maintenance of fiber in GP&L and TMPA substations. This approval is for a term contract with four (4) optional renewals. Expenses associated with TMPA will be reimbursed at 100%.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Seven (7) bids were received and evaluated. Eagle Eye DFW, LLC. was considered non-responsive due to submitting an incomplete bid. Superior Network Systems 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>
Superior Network Systems	All	\$500,000.00
	TOTAL:	\$500,000.00

Basis for Award:

Lowest Responsible Bid

Purchase Requisition #:

53256

Fiscal Impact

Total Project/Account: N/A

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

Proposed Balance: N/A

Account #: 451-6999

Fund/Dept/Project Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to GP&L and TMPA Operating and CIP Substations Upgrades Program account(s) as incurred.

Attachments

Bid Recap 0628-25

Budget Type: Operating Budget
CIP

Fiscal Year: 2024-25

Document Location: Op. - Page 251; Proposed CIP - Page 284

Budget Director Approval: Matt Watson **Approval Date:** 04/24/2025

Purchasing Director Approval: Gary L. Holcomb **Approval Date:** 04/22/2025

[illegible]



GARLAND
PURCHASING REPORT

City Council Regular Session

2. f.

Meeting Date: 05/06/2025

Item Title: Holford Multipurpose Recreational Facility

Submitted By: Crystal Owens, Assistant City Manager

Bid Number: 1038-25

Purchase Justification:

This request is to award a professional architectural services contract to Overland Partners for the design of the Multipurpose Soccer Training Facility generally located at the southeast corner of Holford Road and President George Bush Tollway (Hwy190).

The proposed two-story facility will support athlete training and operations. The first floor will include locker rooms, player amenities such as a lounge, kitchen, and hydrotherapy, as well as support spaces like a strength room, and laundry. The second floor will house meeting rooms, restrooms, a breakroom, and an outdoor terrace.

The project will be delivered in four phases: schematic design, design development, construction documents, and construction administration. Construction is scheduled for substantial completion by October 31, 2026. The proposed contract is a not-to-exceed agreement in the amount of \$2,000,000.

Evaluation:

Overland Partners was selected as the Most Qualified firm for this project. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

Overland Partners		
	All	\$2,000,000.00
	TOTAL:	\$2,000,000.00

Basis for Award:

Most Qualified

Purchase Requisition #:

TBD

Fiscal Impact

Total Project/Account: \$20,000,000

Expended/Encumbered to Date (Including this Item): \$2,000,000

Proposed Balance: \$18,000,000

Account #: 692-1429-1431519-7101

Fund/Dept/Project Description and Comments:

The Holford Multipurpose Recreational Facility project is a new project not currently in the 2025 CIP that will be brought forward for City Council consideration in a future CIP Budget Amendment for authorization of an expenditure appropriation and funding source(s) in 2025.

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

N/A

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

05/01/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

05/01/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. g.

Meeting Date: 05/06/2025

Item Title: TMPA Gibbons Creek Switchyard Civil Improvements

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 0991-25

Purchase Justification:

This request is to obtain design engineering services for the TMPA Gibbons Creek Switchyard Civil Improvement project. Services include station civil and structural design services, construction phase and field engineering services, and environmental and permitting services. This is part of the approved TMPA Gibbons Creek Switchyard Surface and Subsurface Modifications CIP project and will be reimbursed at 100%.

Evaluation:

POWER Engineers, Inc. was selected as the Most Qualified firm for this project from RFQ 0832-24. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
POWER Engineers, Inc.	All	\$297,000.00
	TOTAL:	\$297,000.00

Basis for Award:

Most Qualified

Purchase Requisition #:

53717

Fiscal Impact

Total Project/Account: \$8,300,000

Expended/Encumbered to Date (Including this Item): \$298,570

Proposed Balance: \$8,001,430

Account #: 215-3542-3148101-7111

Fund/Dept/Project Description and Comments:

Electric CIP / GP&L Transmission Lines Program

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 278

Budget Director Approval:

Matt Watson

Approval Date:

04/24/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/18/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. h.

Meeting Date: 05/06/2025

Item Title: Front, Side, and Rear Loader Bodies for Sanitation Department Trucks

Submitted By: Garth Sanich, Director of Fleet Services

Bid Number: 0984-25

Purchase Justification:

This purchase is for ten (10) new Labrie 22 Yard Automizer Side Loader Bodies, two (2) new Leach 2III 29 Yard Rear Loader Bodies, and two (2) new Wittke Starlight 40 Cubic Yard Front Loader Bodies for Sanitation Department's new additional and replacement trucks.

Evaluation:

The loader bodies are available from Reliance Truck and Equipment through the BuyBoard Cooperative Purchasing Contract 686-22. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Reliance Truck and Equipment	All	\$2,784,671.70
	TOTAL:	\$2,784,671.70

Basis for Award:

Cooperative Purchase

Purchase Requisition #:

53697

Fiscal Impact

Total Project/Account: \$14,383,532

Expended/Encumbered to Date (Including this Item): \$9,129,831

Proposed Balance: \$5,253,701

Account #: Various

Fund/Dept/Project Description and Comments:

Misc. Revenue Support and Internal Service CIP	Replacement of Side-Load Residential Trucks	246-4319-2106800-9007	6 Units	\$1,198,779
	Replacement of Rear-Load Brush Trucks	246-4319-2107100-9007	2 Units	\$259,956
	Replacement of Commercial Front-Load Trucks	246-4319-2107500-9007	2 Units	\$361,474
	New Front-Load Truck	246-4319-2109300-9007	1 Unit	\$180,737
	New Side-Load Residential Trucks	246-4319-2109500-	3 Units	\$587,795

		9007		
	New Recycling Truck	246-4319-2109700-9007	1 Unit	\$195,932
		Total		\$2,784,672

Attachments

Units being replaced Sanitation

Budget Type:	CIP		
Fiscal Year:	2024-25		
Document Location:	Prop. CIP - Pages 163, 165, 166, 172, 174 173, &		
Budget Director Approval:	Matt Watson	Approval Date:	04/24/2025
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	04/17/2025

Units being replaced:		MILES	HOURS
430-1730	2017 Crane Carrier LET2-30 Rear Loader		12,580
430-1731	2017 Crane Carrier LET2-30 Rear Loader		12,890
430-2140	2019 Crane Carrier LET2-30 Rapid Rail Side Loader		9,542
430-2141	2019 Crane Carrier LET2-30 Rapid Rail Side Loader		8,693
430-2142	2019 Crane Carrier LET2-30 Rapid Rail Side Loader		7,834
430-2143	2019 Crane Carrier LET2-30 Rapid Rail Side Loader		8,725
430-2144	2019 Crane Carrier LET2-30 Rapid Rail Side Loader		9,735
430-2145	2019 Crane Carrier LET2-30 Rapid Rail Side Loader		9,019
430-2197	2020 Mack TE64 Front Loader		11,323
430-2211	2020 Autocar ACX64 Front Loader		3,674



GARLAND
PURCHASING REPORT

City Council Regular Session

2. i.

Meeting Date: 05/06/2025

Item Title: Replacement Brush Collection Semi-Tractors for Sanitation

Submitted By: Garth Sanich, Director of Fleet Services

Bid Number: 0967-25

Purchase Justification:

This purchase is for four (4) replacement 2025 Hino XL8 Single Axle Semi-Tractors for Brush Collection in Sanitation Department.

Evaluation:

The replacement semi-tractors are available from Industrial Power Truck & Equipment through the TIPS USA Cooperative Purchasing Contract 230802. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Industrial Power Truck & Equipment	All	\$473,420.00
	TOTAL:	\$473,420.00

Basis for Award:

Cooperative Purchase

Purchase Requisition #:

53700

Fiscal Impact

Total Project/Account: \$819,505

Expended/Encumbered to Date (Including this Item): \$788,925

Proposed Balance: \$30,580

Account #: 246-4319-2107300-9007

Fund/Dept/Project Description and Comments:

Misc. Revenue Support and Internal Service CIP / Replacement of Brush Tractor Trucks/Trailers

Replaces Unit #430-0547, #430-0548, #430-0549 and #430-0560

Attachments

Units being replaced Brush

Budget Type:

CIP

Fiscal Year:

2024-25

Document Location:

Prop. CIP - Page 176

Budget Director Approval:

Matt Watson

Approval Date:

04/24/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/17/2025

<u>Units being replaced:</u>		MILES	HOURS
430-0547	2015 Freightliner M2-106 Tractor Truck		12,388
430-0548	2015 Freightliner M2-106 Tractor Truck		13,070
430-0549	2015 Freightliner M2-106 Tractor Truck		13,539
430-0560	2015 Freightliner M2-106 Tractor Truck		11,780



GARLAND
PURCHASING REPORT

City Council Regular Session

2. j.

Meeting Date: 05/06/2025

Item Title: GP&L Lookout Substation Bay Addition Construction Services

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 0820-25

Purchase Justification:

This request is to obtain electrical construction services for the addition of a service bay at the GP&L Lookout Substation. This is part of the approved GP&L Lookout Terminal to Holford CIP project. An owner's contingency is included for any additional services that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Five (5) bids were received and evaluated based on the published criteria. Power Standard, LLC was considered non-responsive due to submitting an incomplete bid. Primoris T&D Services, LLC received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Primoris T&D Services, LLC	All	\$454,547.75
Owner's Contingency		95,425.25
	TOTAL:	\$550,000.00

Basis for Award:

Best Value

Purchase Requisition #:

53463

Fiscal Impact

Total Project/Account: \$4,489,537

Expended/Encumbered to Date (Including this Item): \$2,143,916

Proposed Balance: \$2,345,621

Account #: 210-3799-3181001-7111

Fund/Dept/Project Description and Comments:

Electric CIP / GP&L Substations Upgrades Program

Attachments

Bid Recap 0820-25

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 284

Budget Director Approval:

Matt Watson

Approval Date:

04/24/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/18/2025

[illegible]



GARLAND
PURCHASING REPORT

City Council Regular Session

2. k.

Meeting Date: 05/06/2025
Item Title: Various Sanitation and Wastewater Trucks
Submitted By: Garth Sanich, Director of Fleet Services
Bid Number: 0994-25

Purchase Justification:

This purchase is for six (6) 2026 Autocar ACX42 4X2 Side Loader Chassis, two (2) Autocar ACX64 Front Loader Chassis, two (2) Autocar DC64 Transfer Semi Tractor trucks, and three (3) Autocar DC64 Roll Off trucks.

Evaluation:

The Sanitation and Wastewater trucks are available from Chastang Ford through the BuyBoard Cooperative Purchasing Contract 723-23. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Chastang Ford	All	\$3,320,263.00
	TOTAL:	\$3,320,263.00

Basis for Award:

Cooperative Purchase

Purchase Requisition #:

53745

Fiscal Impact

Total Project/Account: \$3,288,000*
Expended/Encumbered to Date (Including this Item): \$3,320,263
Proposed Balance: (\$32,263)**
Account #: Various

Fund/Dept/Project Description and Comments:

Misc. Revenue Support and Internal Service CIP	Replacement of Side-Load Residential Trucks	246-4319-2106800-9007	6 Units	\$1,319,226
	Replacement of Commercial Front-Load Trucks	246-4319-2107500-9007	2 Units	\$446,724
	New Front-Load Truck	246-4319-2109300-9007	2 Units	\$223,362
	New Brush Tractor and Trailers	246-4319-2109800-9007	1 Unit	\$233,151
	New Commercial Roll-Off Truck**	246-4319-2109221-9007	1 Unit	\$284,263
Landfill / Transfer Station CIP	Replacement of Transfer Station Equipment	692-1609-1715500-9009	1 Unit	\$233,151
Equipment Replacement Fund*	Wastewater	444-4242-9009	2 Units	\$580,386
	Total			\$3,320,263

*Additional funding for the replacement Wastewater units will be included in the FY 2024-25 Revised Budget for the Equipment Replacement Fund.

**Due to a cost escalation in Commercial Roll-Off trucks, a CIP Budget Amendment will be brought forward at a future date for City Council consideration to increase the appropriation for the New Commercial Roll-Off Truck project in the 2025 CIP. The City's cash reserves will be used to fund the increase and a reimbursement certificate will be issued allowing the reserves to be replenished in May 2026 when Certificates of Obligation are issued to fund this request and the future 2026 CIP.

Attachments

Units being replaced 41825

Budget Type:	Operating Budget		
	CIP		
Fiscal Year:	2024-25		
Document Location:	Op. - Page 307; Proposed CIP - Pages 163, 166, 168, 172, 175, & 185		
Budget Director Approval:	Matt Watson	Approval Date:	04/24/2025
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	04/18/2025

Units being replaced:		MILES	HOURS
430-2140	2019 Crane Carrier LET2-30 Rapid Rail Side Loader		9,542
430-2141	2019 Crane Carrier LET2-30 Rapid Rail Side Loader		8,693
430-2142	2019 Crane Carrier LET2-30 Rapid Rail Side Loader		7,834
430-2143	2019 Crane Carrier LET2-30 Rapid Rail Side Loader		8,725
430-2144	2019 Crane Carrier LET2-30 Rapid Rail Side Loader		9,735
430-2145	2019 Crane Carrier LET2-30 Rapid Rail Side Loader		9,019
430-2197	2020 Mack TE64 Front Loader		11,323
430-2211	2020 Autocar ACX64 Front Loader		3,674
160-0573	2015 Western Star 4900SF		14,758
420-0022	2012 Mack GU713		12,166
420-1461	2016 Mack GU713		11,704



GARLAND
PURCHASING REPORT

City Council Regular Session

2. I.

Meeting Date: 05/06/2025

Item Title: GP&L Holford Switch Station Testing and Commissioning

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 1001-25

Purchase Justification:

This request is to obtain substation acceptance testing at the GP&L Holford Switch Station. Testing areas include substation apparatus, control house, station batteries, AC/DC panels and relays. Ground grid and yard lighting will be tested, followed by commissioning and energization of the station equipment and end-to-end testing. This is part of the approved Holford Switch Station CIP project.

Evaluation:

Power Testing & Energization was selected as the Most Qualified firm for this project from RFQ 0832-24. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Power Testing & Energization	All	\$505,714.00
	TOTAL:	\$505,714.00

Basis for Award:

Most Qualified

Purchase Requisition #:

53669

Fiscal Impact

Total Project/Account: \$11,227,495

Expended/Encumbered to Date (Including this Item): \$11,056,823

Proposed Balance: \$170,672

Account #: 210-3799-3177701-7111

Fund/Dept/Project Description and Comments:

Electric CIP / GP&L Substations Upgrades Program

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 284

Budget Director Approval:

Matt Watson

Approval Date:

04/24/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/22/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. m.

Meeting Date: 05/06/2025

Item Title: TMPA Gibbons Creek to Zenith Protection Scheme Engineering Services

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 1002-25

Purchase Justification:

This request is to obtain substation design engineering services associated with the modification of the Zenith 345kV line terminal at the TMPA Gibbons Creek Substation. Services include civil, structural, and electrical substation design, and construction and field engineering services. This is part of the approved TMPA Gibbons Creek - Zenith Circuit 18 Protection Scheme CIP project and will be reimbursed at 100%.

Evaluation:

Power Engineers, Inc. was selected as the Most Qualified firm for this project from RFQ 0832-24. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Power Engineers, Inc.	All	\$495,000.00
	TOTAL:	\$495,000.00

Basis for Award:

Most Qualified

Purchase Requisition #:

53740

Fiscal Impact

Total Project/Account: \$845,000

Expended/Encumbered to Date (Including this Item): \$495,000

Proposed Balance: \$350,000

Account #: 215-3542-3148301-7111

Fund/Dept/Project Description and Comments:

Electric CIP / GP&L Transmission Lines Program

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 278

Budget Director Approval:

Matt Watson

Approval Date:

04/24/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/22/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. n.

Meeting Date: 05/06/2025

Item Title: GP&L Transmission Services Storage Facility Laydown Yard Construction Services

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 0821-25

Purchase Justification:

The purpose of this bid is to obtain labor for the construction of the GP&L Transmission Services Storage Facility Laydown Yard. This is part of the Transmission Services Storage Facility CIP project. An owner's contingency has been added for any unforeseen services that may be needed.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Two (2) bids were received and evaluated based on the published criteria. Tri-Con Services, Inc. received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Tri-Con Services, Inc.	1,2,6-9,13-17,19-22,25	\$3,905,219.00
Owner's Contingency		195,000.00
	TOTAL:	\$4,100,219.00

Basis for Award:

Best Value

Purchase Requisition #:

53472

Fiscal Impact

Total Project/Account: \$4,500,000

Expended/Encumbered to Date (Including this Item): \$4,309,416

Proposed Balance: \$190,584

Account #: 210-3599-3137301-7111

Fund/Dept/Project Description and Comments:

Electric CIP / GP&L Transmission Lines Program

Attachments

Bid Recap 0821-25

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 278

Budget Director Approval:

Matt Watson

Approval Date:

04/24/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/18/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. o.

Meeting Date: 05/06/2025

Item Title: GP&L and TMPA Substation Testing and Commissioning Services Change Order

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 1156-22

Purchase Justification:

This request is to obtain an increase to the blanket services contract awarded for as-needed GP&L and TMPA substation testing and commissioning services. GP&L is moving from blanket contracts to per-project purchase orders for these services. This change order is needed to cover the interim between the BL process and the individual PO process.

Evaluation:

Power Testing and Energization was awarded the original BL 9181 with four (4) optional renewals in the amount of \$500,000 at the October 11, 2022 City Council Meeting. Change order 1 was approved in the amount of \$300,000 at the March 21, 2023 City Council meeting. Change order 2 was approved in the amount of \$200,000 on February 5, 2025. 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>
Power Testing and Energization	All	\$641,987.41
	TOTAL:	\$641,987.41

Basis for Award:

Change Order

Purchase Requisition #:

53633

Fiscal Impact

Total Project/Account: N/A

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

Proposed Balance: N/A

Account #: 451-6999

Fund/Dept/Project Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to GP&L and TMPA Operating and CIP Substations Upgrades Program account(s) as incurred.

Budget Type:

Operating Budget
CIP

Fiscal Year:

2025

Document Location:

Op. - Page 251; Proposed CIP - Page 284

Budget Director Approval:

Matt Watson

Approval Date:

04/24/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/18/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. p.

Meeting Date: 05/06/2025

Item Title: GP&L Miller Road to Newman 138kV Transmission Line Rebuild Engineering Services

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 1003-25

Purchase Justification:

This request is to obtain design engineering services to support the rebuild of the GP&L Miller Road to Newman 138kV Transmission Line in Dallas County, Texas. Services include transmission and distribution line design and engineering, project planning and control services, and field engineering services. Other services will include geotechnical investigations, preconstruction and as-built LiDAR support, SUE surveys, boundary surveys, and survey construction support. This is part of the approved GP&L Miller Road - Newman Line Capacity Increase CIP project.

Evaluation:

Burns & McDonnell Engineering was selected as the Most Qualified firm for this project from RFQ 0832-24. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Burns & McDonnell Engineering	All	\$2,360,600.00
	TOTAL:	\$2,360,600.00

Basis for Award:

Most Qualified

Purchase Requisition #:

53742

Fiscal Impact

Total Project/Account: \$3,780,000

Expended/Encumbered to Date (Including this Item): \$2,360,600

Proposed Balance: \$1,419,400

Account #: 210-3599-3136301-7111

Fund/Dept/Project Description and Comments:

Electric CIP / GP&L Transmission Lines Program

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 278

Budget Director Approval:

Matt Watson

Approval Date:

04/24/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

04/22/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. q.

Meeting Date: 05/06/2025

Item Title: GP&L Plant Staffing Services Contract

Submitted By: David Bernard, GP&L Production
Services Director

Bid Number: 0527-25

Purchase Justification:

This request is to obtain experienced power plant operators for the Spencer and Olinger Power Plants. Two (2) vendors were selected, each with \$410,000 initial term contracts. Renegade Group, LLC will serve as the primary vendor and NAES Corporation as the secondary vendor for these services. These outside labor sources will help with staffing augmentation, unit reliability, and facility safety. These initial term contracts have two (2) optional renewals.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Eight (8) bids were received and evaluated based on the published criteria. Five (5) bids were deemed non-responsive for not providing generation entity references as required in the specifications. One (1) bid was deemed non-responsive due to being below the competitive hourly rate for the services. Renegade Group, LLC and NAES Corporation received the highest evaluated scores, offering the Best Value for the City.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Renegade Group, LLC (Primary)	All	\$410,000.00
NAES Corporation (Secondary)	All	\$410,000.00
	TOTAL:	\$820,000.00

Basis for Award:

Best Value

Purchase Requisition #:

53132 and 53683

Fiscal Impact

Total Project/Account: N/A

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

Proposed Balance: N/A

Account #: 451-6999

Fund/Dept/Project Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to GP&L Production Operations account(s) as incurred.

Attachments

Bid Recap 0527-25

Budget Type: Operating Budget

Fiscal Year: 2024-25

Document Location: Page 251

Budget Director Approval: Matt Watson **Approval Date:** 04/24/2025

Purchasing Director Approval: Gary L. Holcomb **Approval Date:** 04/22/2025



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

3.

Meeting Date: 05/06/2025

Title: Shiloh Road Project - Acquisition of Real Property Located at 2328 Brooks Street

Submitted By: Niels Brown, Real Estate Director

Strategic Focus Area: Well-Maintained City Infrastructure

Issue/Summary

A purchase agreement has been successfully negotiated with Deyanira and Gabriel A. Solis for the acquisition of fee simple interest for right-of-way needed to move forward with the Shiloh Road Project (CIP 14317).

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 Deyanira and Gabriel A. Solis for the acquisition of the right-of-way from real property located at 2328 Brooks Street (Parcel E-38), and authorize the City Manager to execute such documents necessary to complete the transaction.

Attachments

E38_Solis Transaction Summary

E38_Solis_Exhbit A

E-38 Solis PSA

Shiloh Road Project

Kingsley Rd to Miller Rd

2328 Brooks Street

Parcel E-38 Solis Transaction Summary

Property Purchase = \$270,000

Replacement Housing = \$21,400

Housing Supplement includes storage shed replacement

Does not include Mortgage Differential or Incidental Expenses

Aggregate Amount To-Date = \$291,400

Additional Relocation Costs

Estimate for Mortgage Differential = \$10,000 to \$45,000

Estimate for Incidental Expenses = \$500 to \$15,000

Moving Expenses

Estimate for Professional Movers or Self-Move = \$5,000 to \$20,000



EXHIBIT "A"
RIGHT-OF-WAY RESERVATION
10,160 SQUARE FEET (0.2332 OF AN ACRE)
LOT 1, BLOCK 2 OF THE CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NUMBER 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS

BEING a 10,160 square foot (0.2332 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 1, 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.).

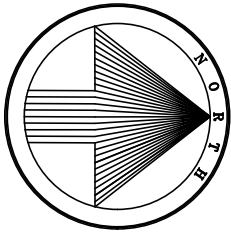
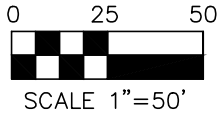


EXHIBIT "A" RIGHT-OF-WAY RESERVATION

LOT 1, BLOCK 2
CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS

GENERAL NOTES:

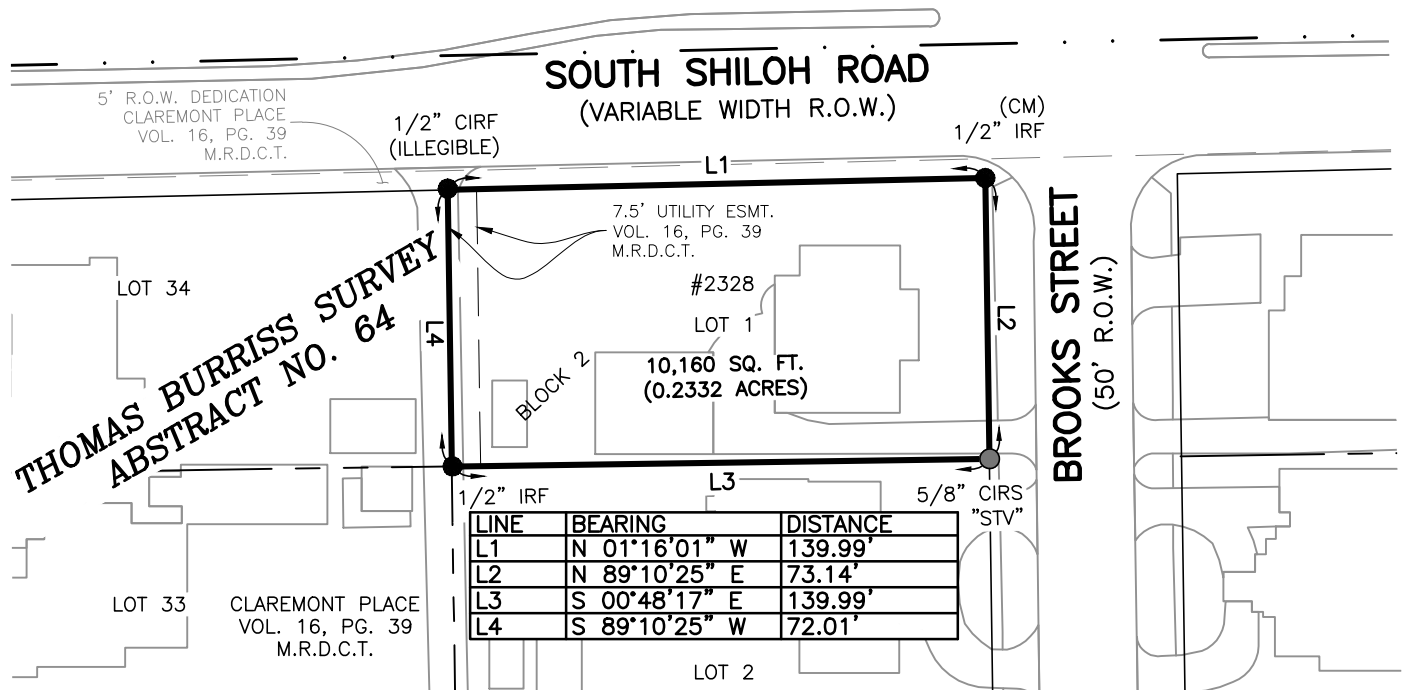
1. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
2. BEARINGS ARE BASED ON TRUE GEODETIC NORTH, OBTAINED WITH A GLOBAL POSITIONING SYSTEM, AND REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NAD 83 COORDINATES. DISTANCES AND AREA SHOWN HEREON ARE SURFACE UTILIZING A COMBINED 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

HENRY REID SURVEY
ABSTRACT NO. 1197



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 0.2332 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

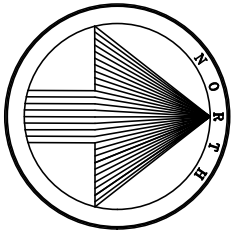


EXHIBIT "A"
RIGHT-OF-WAY RESERVATION

LOT 1, BLOCK 2
CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS
VICINITY MAP

Market St.

PROJECT LOCATION
AREA TO BE ACQUIRED FOR
STREET WIDENING

S. Shiloh Rd.

Wood Dr.

English Dr.

Scotswood
Dr.

Nottingham
Dr.

English Cir.

Stanford St.

Huskey St.

Proctor St.

Brooks St.

Royal Dr.

BEING A 0.2332 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 **Deyanira Solis and Gabriel A. Solis** with an address of 2328 Brooks 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 2328 Brooks Street in the City of Garland, and more particularly described as

Being a 10,160 square foot (0.2332 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 1, 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) (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 Seventy Thousand and No/100 U.S. Dollars (**\$270,000.00**) (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 Thirteen Thousand Six Hundred and No/100 Dollars (**\$13,600.00**) 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.
- (E) Buyer obtains City Council approval, as contemplated in Section 9(D), of this Contract.

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.
- (D) This Contract is specifically made contingent upon Buyer obtaining approval of this Contract from the City Council for the City of Garland, Texas. During the Feasibility Period, Buyer staff shall present the Contract to the City Council for its consideration. If the City Council fails to approve the Contract, Buyer has the absolute right to terminate this Contract within the Feasibility Period, in which event the Earnest Money together with any accrued interest shall be paid or returned to Buyer and neither party shall have any further obligation or liability to the other under this Contract.

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.

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:

Deyanira Solis

By: _____
Deyanira Solis

Date : _____

Gabriel A. Solis

By: _____
Gabriel A. Solis

Date : _____

SELLER'S NOTICE ADDRESS:

Deyanira Solis and Gabriel A. Solis
2328 Brooks Street
Garland, Texas 75041-2559

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-38
2328 Brooks Street, Garland, Texas
Lot 1, Block 2, Claremont Place Addition**

SPECIAL WARRANTY DEED

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

That **Deyanira Solis and husband, Gabriel A. Solis** (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 10,160 square foot (0.2332 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 1, 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.); 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: **Deyanira Solis and husband, Gabriel A. Solis**

By: _____

Print Name: Deyanira Solis

Title: Owner

By: _____

Print Name: Gabriel A. Solis

Title: Owner

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the date of _____, 2025, by Deyanira Solis, Owner of 2328 Brooks 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 _____, 2025, by Gabriel A. Solis, Owner of 2328 Brooks 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



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

4.

Meeting Date: 05/06/2025

Title: Shiloh Road Project - Acquisition of Real Property Located at 2329 Brooks Street

Submitted By: Niels Brown, Real Estate Director

Strategic Focus Area: Well-Maintained City Infrastructure

Issue/Summary

A purchase agreement has been successfully negotiated with Felipe Chavez and Dimas Carbajal for the acquisition of fee simple interest for right-of-way needed to move forward with the Shiloh Road Project (CIP 14317).

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 Felipe Chavez and Dimas Carbajal for the acquisition of the right-of-way from real property located at 2329 Brooks Street (Parcel E-37), and authorize the City Manager to execute such documents necessary to complete the transaction.

Attachments

E37_Chavez_Transaction

E37_Chavez_Exhibit A

E-37_Chavez_PSA-signed by Seller



Shiloh Road Project

Kingsley Rd to Miller Rd

2329 Brooks Street

Parcel E-37 Chavez Transaction Summary

Property Purchase = \$285,000

Replacement Housing = \$7,360

Housing Supplement excludes value of subject property's 2 carports

Does not include Mortgage Differential or Incidental Expenses

Aggregate Amount To-Date = \$292,360

Additional Relocation Costs

Estimate for Mortgage Differential = \$5,000 to \$35,000

Estimate for Incidental Expenses = \$500 to \$5,000

Moving Expenses

Estimate for Professional Movers or Self-Move = \$5,000 to \$20,000

EXHIBIT "A"
RIGHT-OF-WAY RESERVATION
12,511 SQUARE FEET (0.2872 OF AN ACRE)
LOT 1, BLOCK 1 OF THE CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NUMBER 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS

BEING a 12,511 square foot (0.2872 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 1, Block 1, 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.).

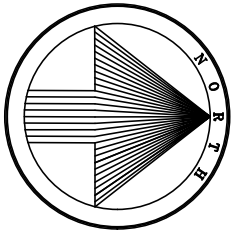
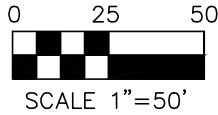


EXHIBIT "A" RIGHT-OF-WAY RESERVATION

LOT 1, BLOCK 1
CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS

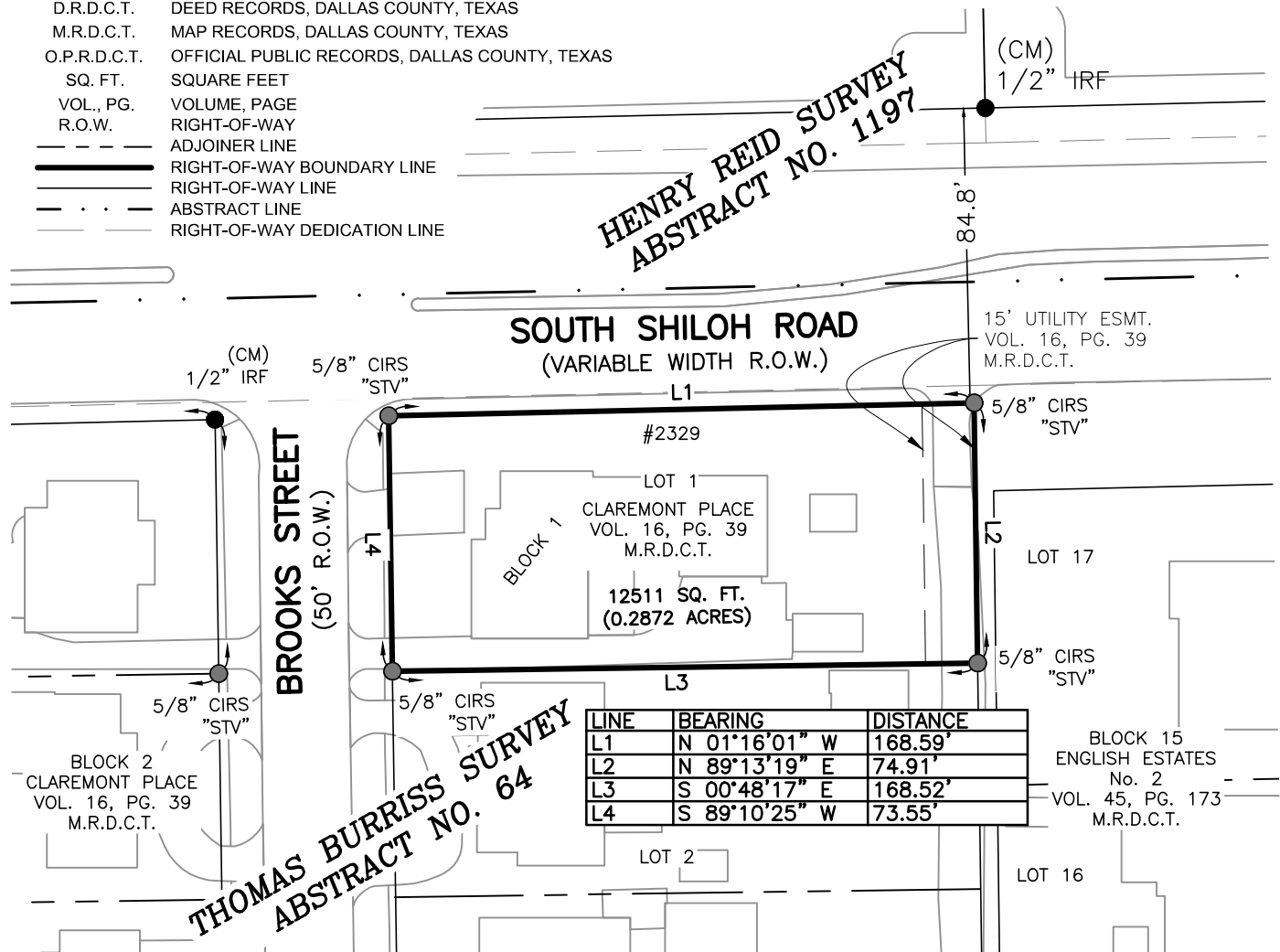
GENERAL NOTES:

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



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 0.2872 ACRE TRACT
SITUATED IN THE
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS
SURVEYOR:



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

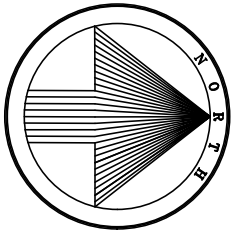
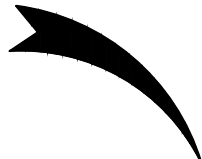


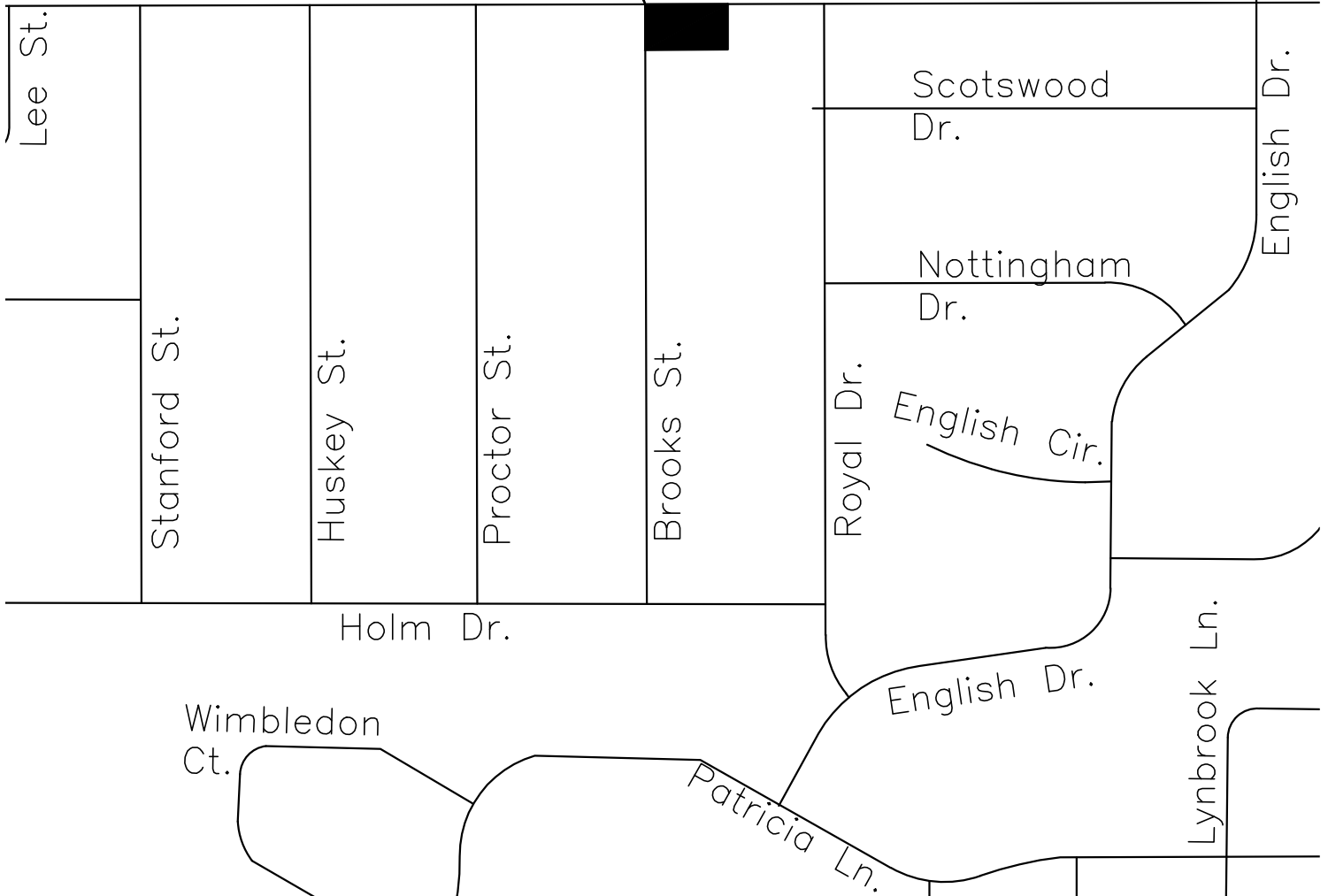
EXHIBIT "A" RIGHT-OF-WAY RESERVATION

LOT 1, BLOCK 1
CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS
VICINITY MAP

PROJECT LOCATION
AREA TO BE ACQUIRED FOR
STREET WIDENING



S. Shiloh Rd.



BEING A 0.2872 ACRE TRACT
SITUATED IN THE
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS
SURVEYOR:



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

REAL PROPERTY PURCHASE AGREEMENT

This Purchase Agreement ("Contract") is made and entered into by and between **Felipe Chavez and Dimas Carbajal** with an address of 2329 Brooks 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 Brooks Street in the City of Garland, and more particularly described as

Being a 12,511 square foot (0.2872 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 1, Block 1, 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 Eighty-Five Thousand and No/100 U.S. Dollars (**\$285,000.00**) (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 Fourteen Thousand Three Hundred Fifty and No/100 Dollars (**\$14,350.00**) 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:

Felipe Chavez

By: 
Felipe Chavez

Date: 4-10-25

Dimas Carbajal

By: 
Dimas Carbajal

Date: 4-10-25

SELLER'S NOTICE ADDRESS:

Felipe Chavez and Dimas Carbajal
2329 Brooks Street
Garland, Texas 75041-2563

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-37

2329 Brooks Street, Garland, Texas

Lot 1, Block 1, Claremont Place Addition

SPECIAL WARRANTY DEED

STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF DALLAS

§

That **Felipe Chavez and Dimas Carbajal, a married couple** (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 12,511 square foot (0.2872 of an acre) tract of land situated in the Thomas Burriess Survey, Abstract Number 64, City of Garland, Dallas County, Texas, and being all of Lot 1, Block 1, 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 _____, 2025.

GRANTOR: **Felipe Chavez and Dimas Carbajal, a married couple**

By: _____

Print Name: Felipe Chavez

By: _____

Print Name: Dimas Carbajal

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on this the date of _____, 2025, by Felipe Chavez, Owner of 2329 Brooks Street, Garland, TX 75041, 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 _____, 2025, by Dimas Carbajal, Owner of 2329 Brooks 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

5.

Meeting Date: 05/06/2025
Title: Proposed Development Agreement with Blooming Investments Group 1, LLC
Submitted By: Ayako Schuster, Economic Development Director
Strategic Focus Area: Growing Economic Base
Vibrant Neighborhoods and
Commercial Centers

Issue/Summary

Approve a proposed development agreement between Blooming Investments Group 1, LLC and the City of Garland, in regard to a 2.695-acre site at the corner of West Avenue D and South 1st Street.

Background

Blooming Investment Group is a development group with projects in Texas, Minnesota, and New Jersey. The new proposed development would bring a minimum of 200 units and \$30 million dollars in new taxable value to the city. This agreement is in conjunction with the purchase and sale agreement for 101 and 103 West Avenue D. The purchase price will be \$2.85 million with \$425,000 of the purchase price reduced if the developer completes the development within the required timeframe. The development proposal was presented to the Council at the March 31, 2025 Work Session.

Consideration / Recommendation

Approval of the proposed development agreement with Blooming Investments Group 1, LLC. in regard to a 2.695-acre site at the corner of West Avenue D and South 1st Street.

Attachments

Proposed Economic Development Agreement
Proposed Sale Agreement

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CITY
OF GARLAND AND BLOOMING INVESTMENT GROUP 1 LLC**

This **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT** ("Agreement") is made by and between the **City of Garland**, a Texas home-rule municipality ("City"), and **Blooming Investment Group 1 LLC**, a Texas limited liability company ("Developer"), acting by and through their respective authorized officers.

RECITALS:

Developer and the City each acknowledge and agree that the following recitals are true and correct and that the same is a material part of this Agreement:

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in productive business enterprises located within the City that will increase tax revenue and promote or develop new business enterprises through Economic Development Agreements as authorized by Chapter 380 of the Texas Local Government Code;

WHEREAS, the Developer and City agree that the Developer shall attempt to acquire title to and develop approximately 2.695 acres of land consisting of two (2) tracts, located in the 100 block of W. Ave D, Garland, Dallas County, Texas (the "Property") which is more particularly described in Section 4(a) below and further described in the PSA (defined below);

WHEREAS, the Developer agrees to make a Capital investment of approximately \$30,000,000.00 into building three Buildings to be leased at market rates on the Property and will include certain amenities including, but not limited to a parking garage (the "Development");

WHEREAS, the Development will have a direct and positive economic benefit to the City, including but not limited to addressing the shortage of multifamily housing in the downtown district through the addition of market-rate housing;

WHEREAS, the Developer has advised the City that a contributing factor of inducing the Developer to further improve the Property is an agreement by the City to provide an Economic Development grant to the Developer as set forth herein;

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide an economic development program, which may include certain grants of public funds, to stimulate business and commercial activity within the City;

WHEREAS, City hereby finds that this Agreement promotes economic development in the City and, as such, meets the requisites under Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code and qualifies for an Economic Development Program, and further, is in the best interests of the City;

WHEREAS, the City wishes to provide an Economic Development grant to the Developer to assist in the economic development of the City by selling the Property to Developer, less certain

acreage to be retained and reserved by the City for necessary easements and right of way; such Property is valued at Two Million Eight Hundred Fifty Thousand Dollars and No Cents (\$2,850,000.00)(“Base Land Value”);

WHEREAS, the City agrees to release/forgive a portion of the Base Land Value of the Property upon the Developer completing the Development as planned. The amount forgiven shall be Four Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000.00), representing the difference between the Base Land Value and a discounted sale price of Two Million Four Hundred Twenty-Five Thousand Dollars and No Cents (\$2,425,000.00) which shall be payable pursuant to the PSA (defined below);

WHEREAS, the City has determined, based on information presented to it by the Developer, that making an Economic Development grant to the Developer as set forth in this Agreement is matching the City’s Economic Development goals and will: (i) help accomplish the objectives of the City; (ii) benefit the City and the City’s inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City;

NOW, THEREFORE, the Developer and the City make and enter into this Agreement in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by both the Developer and the City, and agree as follows:

Section 1. Definitions:

“Base Land Value” meaning described within the Recitals of this Agreement.

“Building” means a mixed-use structure to be constructed on the Property.

“Letter of Completion” means a letter issued by the City to the Developer upon the determination made by the City Building Official that the core and shell of real property improvements on the Property have been completed in compliance with applicable local, state, and federal law and regulations, including, but not limited to plumbing, electrical, mechanical, energy-related components, sidewalks, landscaping, parking lots, drainage, water, sewer, screening walls, fire hydrants, and lanes, and approved by applicable City officials.

“DCAD” means the Dallas Central Appraisal District or its successor.

“Development” has meaning described within the Recitals of this Agreement.

“Incentive” means the City’s potential forgiveness of a portion of the purchase price of the Property consisting of 2.695 acres of land of up to Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) of the Base Land Value if the Developer completes the Development as planned, along with other incentives as more particularly described in the PSA.

“Party” means either the City or the Developer, and “Parties” means, collectively, the City and the Developer.

“Program” means the Economic Development Program for this Development as established by the City according to Texas Local Government Code Chapter 380 and this Agreement to promote local economic development and stimulate business and commercial activity within the City.

“Property” means the approximately 2.695 acres of land consisting of two (2) tracts, located in the 100 block of W. Ave D, Garland, Dallas County, Texas, which is more particularly described in the PSA.

“Target Assessed Value” is the minimum tax valuation, as established by the Dallas Central Appraisal District, to receive full Incentives under this Agreement as follows:

- For the Property: not less than Thirty Million Dollars and Zero Cents (\$30,000,000.00) total market value in aggregate, including the Base Land Value, as determined by the Dallas Central Appraisal District, after the Developer completes the Development.
- For each Building, separately and individually, to be completed in the Development: not less than One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) market value per unit within the Building as determined by the Dallas Central Appraisal District, after the Developer completes the Building.

“Term” has the meaning given such term in Section 2 of this Agreement.

Section 2. Term.

This Agreement shall, unless extended or terminated in writing by a mutual agreement executed by both parties, or as otherwise provided in this Agreement of the Parties, terminate either upon the complete performance by the Parties of all obligations and conditions within this Agreement or on June 30, 2033, whichever occurs first (the “Expiration Date”).

This Agreement shall be effective (“Effective Date”) as of the date of the last Party to execute this Agreement.

Section 3. Purchase and Sale Agreement.

Within thirty (30) days following the execution of this Agreement, the Parties will execute a Purchase and Sale Agreement – Real Property (“PSA”), attached hereto as Exhibit A, for the conveyance of the Property to the Developer. The PSA shall include an extended feasibility and due diligence period (the “Feasibility Period”). During the Feasibility Period, Developer shall have sufficient time to conduct all necessary tests, studies, and plans related to the Development and City shall fulfill all conditions required of City prior to the closing of the transaction contemplated by the PSA.

The Deed transferring the property from the City to the Developer shall retain and reserve to the City, the necessary right-of-way, easements, and other land rights required for the City’s objectives, including but not limited to, the addition of turn lanes, bottleneck project improvements, utilities, access, and appropriate setbacks.

The conveyance of the City-contributed tracts shall be pursuant to the PSA.

Section 4. Developer's Obligations.

(A) Developer shall obtain title to the Property pursuant to the PSA and shall use commercially reasonable efforts to purchase the adjacent property owned by a third party consisting of approximately 1.445 acres of land in the 100 block of W. Avenue D ("Adjacent Land"); provided, however, that the transaction represented by the PSA or this Agreement are not in any way contingent on Developer being able to obtain the Adjacent Land.

(B) Developer shall construct the Development on the Property prior to the Expiration Date, and upon completion of the Development, the Developer must achieve the Target Assessed Value for the Development, as defined in Section 1 of this Agreement.

As part of this consideration of this Agreement, the Developer hereby waives any future causes of action or claims based on any theory that asserts the Base Land Values, as agreed upon herein, are inaccurate or were improperly determined.

(C) Developer shall construct three Buildings upon the Property and have received a conditional or temporary Certificate of Occupancy for each Building on the Property on or before **December 31, 2032, or else the Developer agrees that the Incentive is forfeited unless that date is extended by mutual written agreement of the Parties.**

(D) It is expected that Developer shall have completed the permitting process on the first Building by December 31st, 2027 and have obtained a provisional or temporary Certificate of Completion on each Building by December 31, 2032.

(E) The Buildings constructed as part of the Development, or any portion thereof, offered for sale or lease from the Developer following completion shall be offered at market-rate or more.

(F) Developer shall also construct as part of the Development certain amenities, including, but not limited to, a parking garage.

(G) Developer shall submit to the Economic Development Director of the City the following documentation for each Building completed, as a condition precedent to qualify for the Incentive related to the completed Building:

(1) a copy of the Letter of Completion issued by the City having a date issued for the related Building that is on or before December 31, 2032, which is the date the Developer is required to obtain the Letter of Completion for each Building; and

(2) a tax certificate or certified valuation from DCAD establishing that the taxable non-exempt assessed value for the Buildings and Development meets or exceeds the Target Assessed Value.

(H) The Developer acknowledges the Purchase Price of the Property shall be Two Million, Eight Hundred Fifty Thousand Dollars (\$2,850,000.00). However, payment of said purchase price shall be pursuant to the PSA and this Agreement. Developer shall be eligible for

forgiveness of a portion of the purchase price of the Property if building permits are received for all Buildings on the Development are obtained by December 31, 2030.

(I) If the Development is not completed as required by December 31, 2032 the full Purchase Price (as such term is defined in the PSA) will be due to the City from Developer with no Incentive by January 31, 2033. Should the Development not meet the target valuation requirements, the full Purchase Price will be due to the City from Developer within 30 days of the date of final tax valuation of the Development.

Section 5. City's Obligations.

(A) Upon the closing of the transaction contemplated by the PSA, the City shall convey fee simple title to the Property, pursuant thereto. The purchase price for the conveyance of the Property shall be Two Million Eight Hundred Fifty Thousand Dollars and No Cents (\$2,850,000.00); provided, however, only Two Million Four Hundred Twenty-Five Thousand Dollars and No Cents (\$2,425,000.00) shall be due and payable to the City upon the Closing as contemplated in the PSA and subject to the Incentive provisions herein.

(B) As specified in Section 4 above, Developer shall construct the Development on the Property, and upon completion of the Development, the Developer must achieve the Target Assessed Value for the Property and the Buildings, as defined in Section 1 of this Agreement to qualify for the Incentive. If Developer meets the obligations as set forth herein, the City shall forgive the Incentive of Four Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000.00) of the total purchase price.

(C) As further contribution from the City, the City shall, at City's cost and expense, prior to the closing of the transaction contemplated by the PSA:

- (i) all buildings, structures and improvements (including foundations) of any kind have been removed from the Property, excluding any City utility infrastructure on, over, across, and/or under the Property; and
- (ii) be responsible for the removal and disposal of all asbestos-containing material from any buildings, structures and improvements (including foundations) located at the Property.

Section 6. Source of Funds. The monetary portion of the Incentive shall be only from funds potentially due the City and to be received in hand by the City from the Developer. Notwithstanding any other provision contained herein to the contrary, the City shall not owe Developer any amount or other thing of value other than the potential forgiveness of Four Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000.00) and any costs associated with performing City's obligations under Section 5 above. No other source of funds shall be provided for the payment of the Incentive.

Section 7. Valuation Assessment. Developer agrees that by submitting to the City a request for the payment of any of the Incentive under this Agreement, the Developer has (i) fully and finally agreed to the DCAD assessed tax values and the City's tax rate and procedures on which the

assessed value of the Development is or will be based without protest or challenge; (ii) will not make any claim for a refund, repayment, or reduction of those taxes from any source, including the City; and (iii) will not claim or accept any exemption from ad valorem taxes prior to the date of termination of this Agreement.

Section 8. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well-known and generally accepted technical or trade meanings are used herein per such recognized meanings. In addition, the following rules of interpretation shall apply:

(A) References to “Articles,” “Sections,” or “Exhibits” shall be to articles, sections, or exhibits of this Agreement.

(B) The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.

(C) This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

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

(F) Use of the words “include” or “including” or similar words shall be interpreted as “including but not limited to” or “including, without limitation.”

(G) The recitals to this Agreement are incorporated herein.

Section 9. Dispute Resolution and Step Negotiations. The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows:

(A) Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Representatives of each of the Parties shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such representatives, or if no meeting of such representatives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party

shall be given at least three (3) business days' notice of such intention and may also be accompanied by an attorney. All negotiations according to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State Rules of Evidence. Each Party will bear its own costs for this dispute resolution phase.

(B) If any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved by the procedures set forth in Section 9 (A), such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty (30) days after the submission of the matter to mediation or within such a longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase.

(C) Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely to secure a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm.

Section 10. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas, and any appellate court thereof; (ii) waive any objection which either may have to the laying of the venue of any proceeding brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a Party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other Party.

Section 11. Accommodation of Financing Parties. To facilitate the Developer's obtaining of financing to construct and operate the Development, City shall make governmentally reasonable efforts to provide such consents to assignments, certifications, representations, information, estoppels, or other documents as may be reasonably requested by the Developer or the Developer's financing parties in connection with the financing of the Development; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information, estoppel, or other documents, or enter into any agreement, that materially adversely affects, or could reasonably be expected to have or result in a material adverse effect on, any of City's rights, benefits, risks, or obligations under this Agreement. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented out-of-pocket third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution, or delivery of any documents requested by Developer or the financing parties.

Section 12. Entire Agreement. This Agreement and its Exhibits constitute the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.

Section 13. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City. Notwithstanding anything in this Section 13 to the contrary, Developer may assign this Agreement without City's consent to: (i) any entity controlling, controlled by or under common control with Developer; or (ii) any successor or newly created entity in the event of a purchase, merger or consolidation involving Developer; provided, however, that in the event of such an assignment, Developer shall provide written notice to City of such assignment.

Section 14. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory of each Party.

Section 15. Survival. Developer's obligations in Section 4 of this Agreement shall specifically survive the consummation of the real estate transactions culminating in the assemblage of the Property.

Section 16. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 17. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either Party or its counsel in person, via express mail service, courier, or receipted facsimile transmission (but only if duplicate notice is also given via express mail service, courier or certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given according to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person or next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, when deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
200 N. Fifth Street
P.O. Box 469002
Garland Texas 75046-9002
Attn: City Manager
Phone: (972) 205-2000
Fax: (972) 205-2504

With required copies to:

If to Developer:

Blooming Investment Group 1
1055 N. Westpark Cir.
Southlake, Texas 76092
Attn: Dave Patel or Apurva Patel
Phone: (614) 685-6719
Email: davepatel@b3homebuilders.com
and apatel1124@gmail.com

With required copies to:

City Attorney
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-2380
Fax: (972) 205-2389

Scheef & Stone, L.L.P.
500 N. Akard Street, Suite 2700
Dallas, Texas 75201
Attn: Byron C. Prescott
Phone: (214) 706-4218
Email: Byron.Prescott@solidcounsel.com

Economic Development Director
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-3800
Fax: (972) 205-3801

Section 18. Employment of Undocumented Workers. During the Term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of the Incentive paid to and received by Developer from and by the City as of the date of such violation within 120 business days after the date the Developer is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section concerning any workers employed by a subsidiary, affiliate, or franchisee of the Developer or by a person with whom the Developer contracts.

Section 19. Non-Collusion. Developer represents and warrants that neither Developer nor any representative of Developer has given, made, promised, or paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money, or other consideration to any employee, agent, representative, or official of the City as an inducement to or to obtain the benefits to be provided by the City under this Agreement.

Section 20. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday, or a legal holiday generally recognized by banks in the State of Texas, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday, or legal holiday.

Section 21. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

Section 22. No Recording. The Parties agree that this Agreement does not run with the land and neither this Agreement nor any memorandum of this Agreement will be recorded in the real property records of Dallas County, Texas, though the any deeds contemplated herein shall be.

EXECUTED and EFFECTIVE as of the ____ day of _____, 2025.

DEVELOPER

Blooming Investment Group 1 LLC

By: _____

Name: Dave Patel

Title: Manager

Date Executed: _____

By: _____

Name: Apurva Patel

Title: Secretary

Date Executed: _____

CITY

City of Garland, a Texas home-rule municipality

By: _____

Judson Rex

City Manager

Date Executed: _____

EXHIBIT "A"
Purchase and Sale Agreement

[Following this page.]

PURCHASE AND SALE AGREEMENT – REAL PROPERTY

THIS PURCHASE AND SALE AGREEMENT ("Contract") is made and entered into as of the "Effective Date" (as hereinafter defined) by and between **The City of Garland, Texas**, a Texas home-rule municipality ("Seller"), and **Blooming Investment Group 1 LLC**, a Texas limited liability company ("Buyer").

For and in consideration of the mutual covenants and agreements contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. **PURCHASE AND SALE**: Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller, the Property (hereinafter defined) for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth. The "Property" shall mean real property commonly known as **101 and 103 W. Ave D, Garland, Dallas County, Texas** (the "Property"), as more particularly described on Exhibits "A-1" and "A-2" attached hereto and made a part hereof for all purposes, together with all right, title and interest of Seller, if any, in and to (i) any and all improvements and buildings owned by Seller located on such Property (if any), and (ii) strips and gores between the Property and abutting properties. Seller specifically retains any and all singular easements thereon and pertaining to the Property, including, without limitation any right, title and interest of Seller in and to adjacent public roadways or public alleys, rights of ingress and egress and any reversionary interests thereto; provided, however, that Purchaser shall have the same right as the public to access and use such easements thereon and pertaining to the Property for the purposes contained in such easements. Further Seller shall also retain and reserve from reservation the following interests:

- (1) Pedestrian and Utility Easements as shown on Exhibit "B-1"; and
- (2) Fee area for Right of Way and bottleneck improvements as shown on Exhibit "B-2";
and
- (3) Water and Wastewater Easement as shown on Exhibit "B-3" (collectively, the "City Reservations").

Purchaser shall have the same right as the public to access and use such City Reservations for the purposes intended by such City Reservations.

The term "Property" shall also mean: all right, title and interest of Seller in and to all governmental permits, licenses, variances, waivers, certificates and authorizations relating to the construction, development, use or operation of the Property, to the extent that they relate to the Property and are assignable (the "Permits"), including, without limitation, those with respect to occupancy, foundation, use, utilities, building, fire, life safety, traffic and zoning held by or granted to Seller with respect to the Property.

2. **CONTRACT SALES PRICE**: The purchase price for the Property shall be **Two Million Eight Hundred Fifty Thousand and 00/100 Dollars (\$2,850,000.00)** ("Sales Price"), payable by Buyer in cash, Two Million Four Hundred Twenty-Five Thousand Dollars (\$2,425,000.00) at Closing and Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) due on January 30, 2033,

subject to the terms and conditions of this Contract. "Payable in cash" shall mean by cashier's check or certified check drawn on a national banking association acceptable to Seller, or by wire transfer of immediately available federal funds ("Immediately Available Funds").

Notwithstanding anything in this Contract to the contrary, the provisions of this Section 2 related to future payment towards the Sales Price shall survive the Closing of this Contract.

3. **EARNEST MONEY:** Within five (5) business days after the Effective Date, Buyer shall deliver to **Amy Castro, Republic Title of Texas, Inc., 2626 Howell St, 10th Floor, Dallas, TX 75204** ("Title Company"), as escrow agent, an amount equal to **Seventy Thousand and NO/100 Dollars (\$70,000.00)** (by Immediately Available Funds) as "Earnest Money", which funds shall be deposited and held by the Title Company in an interest-bearing account. In the event the transaction contemplated by this Contract is closed, the Earnest Money will be applied in payment of the Sales Price to be paid at Closing. In the event the transaction contemplated by this Contract is not closed, the Earnest Money shall be disbursed in accordance with the provisions of this Contract. If Buyer does not timely deliver the Earnest Money, or if the Title Company is not immediately able to obtain good funds in respect of the Earnest Money, Seller may, at its option, terminate this Contract. Upon request from the Title Company, Seller and Buyer will enter into such escrow agreement as Escrow Agent may reasonably request and will jointly and severally hold the Title Company harmless with respect to the performance of its duties as escrow agent, except to the extent caused by the gross negligence or willful misconduct of the Title Company.

4. **FEASIBILITY STUDY AND INSPECTION:**

(a) Buyer is granted the right to conduct engineering, market, and economic feasibility studies of the Property, and/or a physical inspection of the Property, including studies or inspections to determine the existence of any environmental hazards or conditions (collectively, "Feasibility Study") during the period ("Feasibility Period") commencing on the Effective Date and ending at 5:00 p.m., Dallas, Texas time, on that date that is **One Hundred Eighty (180) days thereafter**. Parties may agree to extend the Feasibility Period in writing. Buyer or its designated agents may enter upon the Property for purposes of analysis or other tests and inspections which may be deemed necessary by Buyer for the Feasibility Study. Buyer shall not alter the physical condition of the Property without obtaining the written consent of Seller to any physical alteration of the Property, which consent shall not be unreasonably withheld, conditioned or delayed. Provided, however, Buyer may specifically conduct what is commonly known as a Phase II environmental inspection (including, soil sampling, excavation, or other physical testing). In the event Buyer determines that the Property is not suitable for its intended use due to its physical condition or environmental hazards, the Buyer may terminate this Contract by written notice to Seller prior to the expiration of the Feasibility Period, or any extension of the Feasibility Period pursuant to this Section subject to the terms in Section 4(b) below.

(b) Seller agrees to provide to Buyer, within five (5) business days of the Effective Date of this Agreement all environmental studies procured by Seller regarding the Property, all surveys, appraisals, and environmental assessment studies in Seller's possession that relate to Property.

(c) If Buyer determines, in its sole judgment, that the Property is not suitable for any reason (or no reason at all) for Buyer's intended use or purpose, or is not in satisfactory condition in any regard, then Buyer may terminate this Contract by written notice to Seller prior to expiration of the Feasibility Period or any extension of the Feasibility Period pursuant to Section 4(a), in which case the Earnest Money (less the Independent Consideration defined below), including any additional Earnest Money deposited for an extended Feasibility Period, shall be released to the Buyer, and neither party shall have any further right or obligation hereunder other than as set forth herein with respect to rights or obligations which expressly survive termination of this Contract. If this Contract is not terminated in the manner and within the time provided in this Section 4, the condition provided in this Section 4 and any and all objections with respect to the Feasibility Study shall be deemed to have been satisfied and/or waived by Buyer for all purposes, and it shall be conclusively presumed that Buyer (i) has approved the Diligence Documents (hereinafter defined), any surveys obtained, and the condition of title and condition to the Property, (ii) has acknowledged and agreed that Buyer has been given adequate access to inspect the Property, (iii) has acknowledged that it has the full and complete knowledge necessary to purchase the Property, or has chosen not to obtain the full and complete knowledge, although provided with the opportunity by Seller, and (iv) has conducted, or had the opportunity to conduct, sufficient examination of the Property and surrounding conditions including but not limited to soils and the environmental condition of the Property.

(d) The Feasibility Study shall be at Buyer's sole cost and expense. Buyer shall promptly restore the Property to its original condition if damaged or changed due to the tests and inspections performed by Buyer, free of any mechanic's or materialman's liens or other encumbrances arising out of any of the inspections or tests. In the event that Buyer terminates this Contract pursuant to Section 4(b) or this Contract is terminated due to a default of Buyer, Buyer shall provide Seller, upon full reimbursement by Seller (with Buyer providing written invoices from any third party consultants and/or engineers), with a copy of the results of any environmental tests and inspections made by Buyer, including any Phase II study, site investigation, and boring tests, and specifically excluding any market and economic Feasibility Studies. To the extent allowed by law, Buyer shall keep confidential the results of any tests and inspections made by Buyer, and shall not disclose said results to any third parties; provided, however, nothing herein shall prevent Buyer from disclosing any information (i) as may be reasonably required for applying for, qualifying for, and otherwise processing governmental approvals; (ii) as may be reasonably required in processing the closing and issuance of the title policies regarding the Property; (iii) as may be reasonably required for purposes of income tax reporting; (iv) as may be reasonably required by accountants, attorneys, engineers, consultants, agents or other persons providing professional advice; (v) as may be reasonably required regarding financing of the purchase; (vi) in court or arbitral proceedings, or as otherwise may be required by law; and (vii) as otherwise as may be consented to in writing by Seller. To the extent allowed by law, Buyer hereby indemnifies, defends, and holds Seller harmless from all claims, liabilities, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees), actions, and causes of action arising out of or in any way relating to the Feasibility Study performed by Buyer, its agents, contractors, servants, and/or employees. Buyer further waives and releases any claims, demands, damages, actions, causes of action, or other remedies of any kind whatsoever against Seller for property damages or bodily and/or personal injuries to Buyer, its agents, contractors, servants, and/or employees arising out of the Feasibility Study or use in any manner of the Property, unless due to

the gross negligence or intentional misconduct of Seller, its agents, employees, and/or contractors. Notwithstanding anything contained herein to the contrary, Buyer's indemnity described herein shall not extend to any existing conditions on or around the Property discovered by Buyer or its consultants, agents or employees while conducting the Feasibility Studies. Further notwithstanding anything in this Contract to the contrary, the provisions of Section 4 shall survive the Closing or any termination of this Contract.

(e) Seller and Buyer agree that during the Feasibility Period, Seller and Buyer shall work together to agree on the location, access, and use by Buyer of all easements affecting the Property and all City Reservations and in the event Seller and Buyer cannot come to terms regarding these matters, Buyer shall have the right to terminate this Contract in writing to Seller and the Title Company shall, without any other actions on the part of Seller, release the Earnest Money to Buyer.

5. CLOSING: The closing of the sale of the Property to Buyer and consummation of the transaction(s) contemplated by this Contract ("Closing") shall take place at the offices of the Title Company in Dallas, Texas on the date ("Closing Date") no later than thirty (30) days after the expiration of the Feasibility Period unless such date is changed in writing by Seller and Buyer. In the event all conditions to be met by Seller herein have not been met prior to the Closing of the sale of the Property, the Closing Date shall be extended until such conditions are satisfied (but under no circumstance beyond the date which is thirty (30) days after the originally scheduled Closing Date). If such Seller's conditions to Closing have still not been met by such extended Closing Date, Buyer may terminate this Contract with written notice to the Seller, at which time the Earnest Money shall automatically be delivered to Buyer, without any action required on the part of the Seller.

(a) At the Closing, Seller shall deliver to Buyer, at Seller's sole cost and expense (except as otherwise provided in this Section 5(a)), the following:

(i) a duly executed and acknowledged Special Warranty Deed ("Deed") in substantially the same form as shown on Exhibit "C" attached hereto and made a part hereof, conveying good and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, assessments, except for the City Reservations, Permitted Exceptions (hereinafter defined), and any others approved by Buyer in writing.

(ii) a proforma basic Owner's Policy of Title Insurance (the "Owner's Title Policy") in the standard form in use in the State of Texas to be issued by the Title Company in the full amount of the Sales Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property to be good and indefeasible subject only to the City Reservations, Permitted Exceptions, and others approved by Buyer in writing, and the standard printed exceptions, provided, however:

(A) if Buyer obtains a survey that is acceptable to the Title Company, the exception as to area and boundaries may, at the option and expense of Buyer, be deleted except for "any shortages in area";

- (B) the standard exception as to restrictive covenants may be limited to any restrictive covenants that are Permitted Exceptions and the Restrictions; and
- (C) the exception as to standby fees and taxes shall be limited to standby fees and taxes for the year of Closing and subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership;
- (iii) evidence of Seller's capacity and authority for the closing of this transaction as may be reasonably required by the Title Company;
- (iv) such other documents as may be reasonably required by Buyer or Title Company to close this transaction, duly executed (including, without limitation, an affidavit as to debts, liens and parties in possession in form and content reasonably satisfactory to Seller and the Title Company).

(b) At the Closing, Buyer shall perform and deliver to Seller, at Buyer's sole cost and expense, the following:

- (i) the Two Million Four Hundred Twenty-Five Thousand Dollars (\$2,425,000.00) portion of the Sales Price in Immediately Available Funds;
- (ii) a non-foreign affidavit as permitted by Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder;
- (iii) evidence of Buyer's capacity and authority for the closing of the transaction contemplated herein; and
- (iv) such other documents as may be reasonably required to close this transaction duly executed.

(c) Seller shall pay: the premium for the basic Owner's Title Policy, except for the premium for the area and boundary deletion and any requested endorsements which shall be paid by Buyer; one half (1/2) of any escrow fee and recording costs; costs of tax certificates; Seller's attorneys' fees; and other expenses stipulated to be paid by Seller under other provisions of this Contract. Buyer shall pay: one half (1/2) of any escrow fee and recording costs; Survey costs; Buyer's attorneys' fees; and other expenses stipulated to be paid by Buyer under other provisions of this Contract. All other closing costs not addressed in this Section or elsewhere in this Contract shall be allocated in accordance with the customary practice in the county in which the Property is located.

(d) All normal and customarily pro-ratable items, including, without limitation, any payments relating to agreements affecting the Property which survive the Closing, shall be prorated as of the Closing Date, Seller being charged and credited for all of same up to such date and Buyer being charged and credited for all of same on and after such date.

(e) All ad valorem real estate taxes and assessments levied or assessed against the Property (including, without limitation, any rollback taxes) shall be prorated according to the calendar year as of the Closing Date, based on the most recent tax bill for the Property. Such prorations shall be adjusted after Closing, based upon the actual tax bill. Seller shall be responsible for all so called "roll back" taxes and assessments associated with the change in use of the Property, regardless of whether such taxes are levied against the Property before or after the Closing Date. This Section 5(e) shall survive Closing.

(f) The following are absolute conditions to Buyer Closing the transaction contemplated by this Contract, Seller shall have completed the following at Seller's sole cost and expense prior to the Closing Date:

(i) all buildings, structures and improvements (including foundations) of any kind have been removed from the Property, excluding any City utility infrastructure on, over, across, and/or under the Property; and

(ii) be responsible for the removal and disposal of all asbestos-containing material from any buildings, structures and improvements (including foundations) located at the Property.

This Section 5(f) shall survive Closing.

(g) The additional Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) ("Additional Sales Price") described in Section 2 of this Contract shall only be due and payable by Buyer to the Seller in the event that Buyer fails to fulfill its obligations under that certain Economic Development Incentive Agreement Between the City of Garland and Blooming Investment Group 1 LLC or its assigns, such obligations included herein by reference (the "Buyer Obligations"), by December 31, 2032 (the "Improvement Date"). In the event Buyer fails to fulfill the Buyer's Obligations by the Improvement Date then Buyer shall pay to Seller the Additional Sales Price no later than January 31, 2033. This Section 5(g) shall survive Closing.

6. TITLE APPROVAL: Seller shall deliver to Buyer within five (5) business days after the opening of escrow by the Title Company (i) any topographical plans, site plans, surveys, plats, development plans, entitlements, 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 Section 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, except as specifically agreed to in writing by Seller and Buyer. Any exception to Commitment or Survey not objected to by Buyer in the manner and within the time period specified in this Section 6 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 Section 6 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 Section 4 hereof. Buyer shall notify Seller in writing of any failure of the Commitment or Survey to satisfy the requirements of this Section 6 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, (x) Seller agrees to cure prior to or upon Closing 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”) which have been approved in writing by Buyer. 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, less the Independent Consideration, 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).

7. **BROKER’S FEE:** Buyer and Seller represent and warrant to each other 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. To the extent allowed by law, Buyer and Seller shall indemnify, defend, and hold each other 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 party 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 Section 7 shall survive the Closing or any termination of this

Contract.

8. DEFAULT:

(a) Unless otherwise provided for herein, if the transaction contemplated hereby is not consummated by reason of Buyer's breach or other failure to timely perform all obligations and conditions to be performed by Buyer, and such breach or other failure is not due to default, breach, and/or failure by Seller hereunder, then Seller may, as Seller's sole and exclusive remedy terminate this Contract and receive the Earnest Money as liquidated damages.

(b) If the transaction contemplated hereby is not consummated by reason of Seller's breach or other failure to timely perform all obligations and conditions to be performed by Seller, such breach or other failure is not cured within ten (10) days of Seller's receipt of written notice of such breach from Buyer, and such breach or other failure is not due to default, breach and/or failure by Buyer hereunder, then Buyer may, as its sole and exclusive remedy, either (i) enforce specific performance of Seller's obligations hereunder, provided that Buyer asserts such claim for specific performance within ninety (90) days from the scheduled Closing Date, or (ii) terminate this Contract and receive the Earnest Money (less the Independent Consideration); provided, however, notwithstanding anything to the contrary contained in this Contract, under no circumstances shall Buyer be permitted or entitled to file a claim of lis pendens against the Property. No trustee, beneficiary, director, officer, shareholder, employee, advisor, agent, attorney, or manager in or of Seller (each, a "Seller Party") has any personal liability, directly or indirectly, under this Contract. Further, Seller shall not be liable to Buyer for any type of incidental, punitive, special, exemplary, reliance, indirect, or consequential damages, regardless of the foreseeability of such damages. Buyer and Buyer's permitted successors and assigns and all other interested parties are entitled only to, and shall only, look to Seller's interest in the Property (and the proceeds thereof) for the payment of any claim or for any performance, and Buyer waives all other rights relating thereto. These limitations are in addition to, and not in limitation of, any other Seller limitation of liability.

(c) Except as otherwise expressly provided in this Contract, the rights and remedies set forth in this Section 8 shall be the sole and exclusive remedies available to Seller and Buyer in the event of a breach or default by the other party of this Contract.

9. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby represents and warrants to Buyer, that to Seller's current actual knowledge, no special investigation or inquiry having been made:

(a) That the persons executing this Contract on behalf of Seller have full power and authority to execute this Contract, and to bind Seller to the terms hereof;

(b) With the exception of Seller, there are no parties in possession of any portion of the Property and Seller represents that no leases encumber the Property at Closing;

(c) Seller has, or on or before the Closing Date will have, the power and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations

hereunder, and that all requisite corporate action necessary to authorize Seller to enter into this Contract and to carry out Seller's obligations hereunder has been, or on or before the Closing Date will have been taken;

(d) Seller has not received written notice of (i) any pending or threatened litigation which would materially and adversely affect the Property, or (ii) governmental proceeding which would materially and adversely affect the Property;

(e) Seller is not a foreign person, as that term is defined in Section 1445 and 7701 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder;

(f) The Property has full and free access to and from a dedicated public street, and Seller has no knowledge of any pending or threatened proceeding by governmental authorities or any other fact or condition which would limit or result in the termination of such access;

(g) Seller has not given or granted any person any unrecorded right or option to acquire all or any of the Property or the proceeds derived from the Property, except for the grants, pledges and other assignments made by Seller to the Property's current mortgagee (if any), all of which shall be terminated or satisfied in fact and of record as of and at the Closing; and

(h) Seller confirms and represents that notwithstanding the appraisal and taxation methods and practices of the City of Garland and the County of Dallas, Texas, Buyer shall not be subject to or liable for "roll back" taxes for the period prior to the Closing Date (even if such taxes accrue after the Closing Date) and that there Seller shall make no special assessment or other "roll back" resulting from a change in use after the Closing Date which would subject Buyer to taxes for any period prior to the Closing Date.

If any representation or warranty above is known by Buyer prior to Closing to be untrue and is not remedied by Seller following written notice from Buyer to Seller prior to Closing, Buyer may as Buyer's sole and exclusive remedy, either (i) terminate this Contract whereupon 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 (ii) waive its objections and close the transaction. The foregoing representations and warranties shall survive the Closing for a period of twelve (12) months.

10. **CONDEMNATION:** If, prior to the Closing Date, Seller receives written notice that condemnation proceedings are being commenced against any material portion of the Property, then Seller shall promptly notify Buyer of such condemnation, and Buyer shall thereafter have, as its sole and exclusive remedy: (a) the option to terminate this Contract within three (3) business days following receipt of said notice by Seller of such event, in which case the parties shall have no further rights or obligations hereunder except as expressly provided herein, and the Earnest Money shall be returned to Buyer, or (b) if Buyer does not elect to terminate this Contract, this Contract shall remain in full force and effect, and in such event Seller shall assign to Buyer any and all condemnation proceeds of such condemnation of the Property, and Buyer shall take title to the Property with the assignment of such proceeds and subject to such condemnation of the Property without reduction of the Sales Price. If Buyer does not elect to terminate within said three (3)

business day period following such notice by Seller, Buyer shall be deemed to have waived all rights to terminate pursuant to this Section 10 and this Contract shall remain in full force and effect.

11. REPRESENTATIONS AND WARRANTIES OF BUYER: Buyer represents and warrants to Seller, which representations and warranties shall be deemed made by Buyer to Seller as of the Effective Date and also as of the Closing Date:

(a) Buyer has the full right, power, and authority to purchase the Property as provided in this Contract and to carry out Buyer's obligations hereunder, and that all requisite action necessary to authorize Buyer to enter into this Contract and to carry out Buyer's obligations hereunder has been, or on or before the Closing Date will have been, taken.

(b) There are no actions, suits, claims or other proceedings pending or, to the best of Buyer's knowledge, contemplated or threatened against Buyer that could affect Buyer's ability to perform its obligations when and as required under the terms of this Contract.

(c) Buyer is not, and will not become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control, Department of the Treasury of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list), or under any statute, executive order (including the September 24, 2002, Executive Order blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action and is not and will not engage in any dealing or transaction or be otherwise associated with such persons or entities.

(d) Buyer is not a foreign person, as that term is defined in Section 1445 and 7701 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

(e) Notwithstanding anything herein to the contrary, any breach by Buyer of any of the foregoing representations or warranties shall constitute a default by Buyer hereunder, and Seller may thereupon, at its option, terminate this Contract by giving written notice thereof, in which event the Earnest Money shall be paid to Seller as liquidated damages, and neither Buyer nor Seller shall have any further rights or liabilities hereunder, except as otherwise provided herein.

12. MISCELLANEOUS:

(a) Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) when personally delivered, (ii) five (5) days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and properly addressed, or (iii) when deposited with a nationally recognized overnight courier service, charges prepaid, and properly addressed for delivery on the next business day. For purposes of this subsection, the addresses of each Party shall be that set forth below the signature of such Party hereto with a copy to the other addressees set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten (10) days prior written notice of such change to the other party hereto in the manner prescribed herein.

(b) This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Dallas County, Texas

(c) This Contract shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(d) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, in lieu of any such invalid, illegal, or unenforceable provision there shall be automatically added to this Contract a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(e) THIS CONTRACT, THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CITY OF GARLAND AND BLOOMING INVESTMENT GROUP 1 LLC TO WHICH IT WAS ATTACHED, AND THE EXHIBITS TO BOTH CONSTITUTE THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS CONTRACT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS CONTRACT AND THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS CONTRACT AND THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT. THE PROVISIONS OF THIS CONTRACT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS CONTRACT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS CONTRACT OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT. IN THE EVENT OF A DISCREPANCY BETWEEN THIS CONTRACT AND THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT, THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT SHALL CONTROL.

(f) The parties may amend this Contract only by a written agreement of the parties that identifies itself as an amendment to this Contract.

(g) Time is of the essence with this Contract.

(h) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice

versa, unless the context requires otherwise.

(i) The Parties may execute this Contract in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by e-mail is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement.

(j) The parties hereto acknowledge that the parties and their respective counsel have each reviewed and revised this Contract, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

(k) Whenever any determination is to be made or action to be taken on a date specified in this Contract, if such date shall fall upon a Saturday, Sunday or holiday observed by federal savings banks in the State of Texas, the date for such determination or action shall be extended to the first business day immediately thereafter.

(l) Except as to those obligations which specifically survive the Closing, all of Seller's other obligations hereunder shall merge with the Deed.

13. **ASSIGNMENT:** Buyer may not assign this Contract to any party or entity, without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion. Notwithstanding anything in this Section 13 to the contrary, Buyer may assign this Contract without Seller's consent to: (i) any entity controlling, controlled by or under common control with Buyer; or (ii) any successor or newly created entity in the event of a purchase, merger or consolidation involving Buyer; provided, however, that in the event of such an assignment, Buyer shall not be relieved of its obligations hereunder. Buyer shall notify Seller of any assignment no later than ten (10) business days prior to the Closing Date.

14. **NONREFUNDABLE CONSIDERATION:** Notwithstanding anything seemingly to the contrary contained herein, if the Earnest Money is returned to Buyer for any reason other than due to Seller's default hereunder, the sum of \$100.00 shall be retained by Seller as independent consideration (the "Independent Consideration") for Seller's agreement to sell the Property to Buyer in accordance with the terms and conditions provided herein. The Independent Consideration shall be applied against the Sales Price at Closing.

15. **WAIVER OF CONSUMER RIGHTS:** BUYER, AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION (WHICH COUNSEL WAS NOT DIRECTLY OR INDIRECTLY IDENTIFIED, SUGGESTED, OR SELECTED BY SELLER OR ANY AGENT OF SELLER) HEREBY VOLUNTARILY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT (SECTION 17.41, *ET SEQ.*, BUSINESS AND COMMERCE CODE), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. BUYER HEREBY ACKNOWLEDGES TO SELLER THAT BUYER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.

16. NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES: If for the current ad valorem tax year, the taxable value of the Property is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the land is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent year, and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the Property (roll back taxes). Seller agrees to be responsible for any roll back taxes for the period prior to the Closing Date. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

17. TENANTS: Seller represents there are no current tenants on the Property, but if a tenant is present, the Seller must relocate any tenants of the Property at its sole cost, expense, and liability prior to Closing.

18. TAX DEFERRED EXCHANGE: It is agreed between Buyer and Seller that either party may elect to effectuate a tax deferred exchange in accordance with the Internal Revenue Service code, Section 1031. Both parties agree to reasonably cooperate with the other in effectuating said tax deferred exchange. In cooperating with such party, the other party shall incur no additional expense, obligation or liability and there will be no delay in closing.

19. EFFECTIVE DATE: The "Effective Date" of this Contract shall be the date an original of this Contract (or original counterparts of this Contract) are executed by both Seller and Buyer and the Title Company acknowledges receipt of this Contract.

20. WAIVER OF JURY TRIAL: **EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.**

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the Effective Date.

SELLER:

**CITY OF GARLAND, TEXAS, A TEXAS
HOME-RULE MUNICIPALITY**

By: _____
Name: Judson Rex
Title: City Manager
Date: _____, 2025

Address:
PO Box 469002
Garland, Texas 75046
Attention: Andy Hesser

BUYER:

**BLOOMING INVESTMENT GROUP 1
LLC**

By: _____
Name: Dave Patel
Title: Manager
Date: _____, 2025

By: _____
Name: Apurva Patel
Title: Secretary
Date: _____, 2025

Address:
1055 N. Westpark Cir.
Southlake, Texas 76092

TITLE COMPANY:

Receipt of \$70,000.00 Earnest Money is
acknowledged in the form of wire transfer.

REPUBLIC TITLE OF TEXAS, INC.

By: _____
Name: _____
Title: _____
Date Signed: _____, 2025

EXHIBITS:

Exhibit "A-1" -	Legal Description- 101 W. Ave. D
Exhibit "A-2" -	Legal Description- 103 W. Ave. D
Exhibit "B-1" -	Pedestrian and Utility Easements
Exhibit "B-2" -	Fee Area for Right of Way
Exhibit "B-3" -	Water and Wastewater Easement
Exhibit "C" -	Special Warranty Deed

EXHIBITS "A-1" and "A-2"
(PROPERTY LEGAL DESCRIPTION)

Exhibit "A-1": Legal Description of 101 W. Ave D (2.165 acre tract):

[See attached page]

Exhibit "A-2": Legal Description of 103 W. Ave D (0.48 acre tract):

[See attached page]

EXHIBIT "B-1"
(Description of Reserved Pedestrian and Utility Easement)

[See attached pages]

EXHIBIT "B-2"
(Description of Reserved Fee Interest for Right-of-Way and Bottleneck Improvements)

[See attached pages]

EXHIBIT "B-3"
(Description of Water and Wastewater Easement)

Fifteen feet (15') in width, seven and half feet (7.5') on either side of the centerline of the existing six inch (6") sanitary sewer depicted and shown on Exhibits "A-1" and "A-2."

EXHIBIT "C"
(DEED)

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

SPECIAL WARRANTY DEED

That **THE CITY OF GARLAND, TEXAS, A TEXAS HOME-RULE MUNICIPALITY** ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor by _____, a _____ ("Grantee"), whose address 1055 N. Westpark Cir., Southlake, Texas 76092, the receipt of which is hereby acknowledged, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY unto Grantee, all of the real property in Dallas County, Texas, which is more particularly described on **Exhibits "A-1" and "A-2"** attached hereto and made a part hereof for all purposes, together with all right, title and interest in and to any rights, privileges, hereditaments, and appurtenances of Grantor, if any, in and to (i) any and all improvements owned by Grantor located on such Property (if any) and (ii) strips and gores between the Property and abutting properties., (collectively, "**Property**").

Specifically reserved from this conveyance are the following:

- (1) any and all singular easements thereon and pertaining to the Property, including, without limitation, any right, title and interest of Grantor in and to adjacent public roadways or public alleys, rights of ingress and egress and any reversionary interests thereto;
- (2) Pedestrian and Utility Easements as shown on Exhibit "B-1";
- (3) Fee area for Right-of-Way and bottleneck improvements as shown on Exhibit "B-2";
and
- (4) Water and Wastewater Easement as shown on Exhibit "B-3 (collectively, the "**City Reservations**").

Grantee shall have, however, the same right as the public to access and use such City Reservations for the purposes intended by such City Reservations.

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 except for the City Reservations; and Grantor does hereby bind itself, its 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 Property or any part thereof, by, through or under Grantor, but not otherwise.

[Signatures on following page.]

Effective as of the ____ day of _____, 2025.

GRANTOR:

**CITY OF GARLAND, TEXAS,
A TEXAS HOME-RULE MUNICIPALITY**

By: _____
Name: Scott LeMay
Title: Mayor

ACKNOWLEDGMENT:

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State aforesaid, on this day personally appeared Scott LeMay, known to me to be the person whose name is subscribed to the foregoing instrument for and as Mayor of the **CITY OF GARLAND, TEXAS, A TEXAS HOME-RULE MUNICIPALITY**; and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

Notary Public in and for Dallas County, Texas

EXHIBITS “A-1” and “A-2” TO SPECIAL WARRANTY DEED
(PROPERTY LEGAL DESCRIPTION)

Exhibit “A-1”: Legal Description of 101 W. Ave D (2.165 acre tract):

[See attached page]

Exhibit “A-2”: Legal Description of 103 W. Ave D (0.48 acre tract):

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EXHIBIT "B-1" TO SPECIAL WARRANTY DEED
(Description of Reserved Pedestrian and Utility Easement)

[See attached pages]

EXHIBIT "B-2" TO SPECIAL WARRANTY DEED
(Description of Reserved Fee Interest for Right-of-Way and Bottleneck Improvements)

[See attached pages]

EXHIBIT "B-3" TO SPECIAL WARRANTY DEED
(Description of Reserved Water and Wastewater Easement)

Fifteen feet (15') in width, seven and half feet (7.5') on either side of the centerline of the existing six inch (6") sanitary sewer depicted and shown on Exhibits "A-1" and "A-2."



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

6.

Meeting Date: 05/06/2025
Title: TMPA Asset Exchange
Submitted By: Darrell Cline, GP&L General Manager & CEO
Strategic Focus Area: Sound Governance and Finances

Issue/Summary

The City of Bryan owns the Dansby and Bryan East Substations; however, TMPA also owns equipment in these substations. TMPA wishes to transfer ownership of the substation equipment to the City of Bryan. This will involve the following:

-Bryan will purchase TMPA's Dansby and Bryan East substation assets for the net book value of \$3,238,620. TMPA will reserve the right to construct new transmission lines connecting to these substations.

-TMPA will purchase from Bryan the Gibbons Creek to Greens Prairie 138 kV transmission line for the net book value of \$251,648. Bryan has initiated a project to reconductor the Gibbons Creek to Greens Prairie 138 kV transmission line; TMPA will acquire this project. TMPA will reimburse Bryan for actual costs incurred for the project as of the date of closing. Thereafter, Bryan will continue to construct the project to completion with the costs of the project being borne by TMPA. The anticipated investment of this project is \$4,786,000. Bryan will maintain ownership and operational responsibilities of its electric distribution system that is built under the transmission line.

-TMPA will purchase equipment from Bryan, consisting mainly of poles, in the Gibbons Creek to Bryan East 138 kV transmission line for the net book value of \$2,008,691.

Background

The TMPA and City of Bryan equipment in the Dansby and Bryan East substations have, over the years, been intermingled to such an extent that the situation has created operational, maintenance, and regulatory issues for Bryan and TMPA.

Consideration / Recommendation

Since the net book value of the transmission assets being sold to Bryan exceeds \$500,000 in the aggregate, TMPA is required under its Joint Operating Agreement with the Member Cities to obtain approval of this transaction from the four Member Cities.

Attachments

City Resolution Approving TMPA Asset Exchange
TMPA Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS APPROVING THE SALE OF CERTAIN TRANSMISSION SYSTEM ASSETS BY THE TEXAS MUNICIPAL POWER AGENCY ("TMPA"); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garland is a party to the Joint Operating Agreement, effective September 1, 2016, between TMPA and the Member Cities of Bryan, Denton, Garland, and Greenville, Texas (as amended, the "JOA");

WHEREAS, section 4.4.1(6) of the JOA requires the approval of the Member Cities to enable TMPA to sell transmission assets having a net book value, in the aggregate, in excess of \$500,000 in any fiscal year;

WHEREAS, TMPA owns assets in the City of Bryan's Dansby and Bryan East substations having an aggregate net book value of \$3,238,620; and

WHEREAS, in order to avoid operational and maintenance issues resulting from the comingling of Bryan-owned and TMPA-owned assets in the Bryan East and Dansby substations, it is advisable for TMPA to sell to the City of Bryan the TMPA-owned assets, as part of the transactions described in TMPA Resolution No. 2025-3-4 and in the Asset Purchase Agreement attached as Exhibit "A" to said Resolution (the "Transmission Assets Sale").

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

Section 1.

The Transmission Assets Sale is approved for purposes of the JOA.

Section 2.

This Resolution shall be effective immediately after its adoption.

APPROVED AND ADOPTED at a regular meeting on this 6th day of May, 2025.

ATTEST

CITY OF GARLAND

Jennifer Stubbs, City Secretary

Scott LeMay, Mayor

AGENDA ITEM NO. 9

SUBJECT: Resolution No. 2025-3-4 authorizing an Asset Purchase Agreement with the City of Bryan ("Bryan"), relating to the purchase by Bryan of certain Agency substation assets, and the purchase by the Agency of certain Bryan transmission line assets; amending the FY2025 Annual Transmission System Capital Budget by appropriating funds for the Gibbons Creek to Greens Prairie 138 kV Line Reconductor Project; and resolving matters incidental and related thereto.

DISCUSSION: The City of Bryan owns the Dansby and Bryan East substations. TMPA owns equipment in these substations. The TMPA and Bryan equipment in the Dansby and Bryan East substations have, over the years, been comingled together to such an extent, that the situation has created operational, maintenance, and regulatory issues for Bryan and TMPA.

The Resolution that is proposed for consideration and action would resolve these issues by transferring ownership of the substation equipment to Bryan. The following is a summary of the terms and conditions of the proposed Asset Purchase Agreement:

- Bryan would purchase from TMPA the substation assets for net book value, \$3,238,620.
- TMPA would reserve the right to construct new transmission lines connecting to the substations.
- TMPA would purchase from Bryan the Gibbons Creek to Greens Prairie 138 kV transmission line for net book value, \$251,648. Bryan would reserve and continue to operate its electric distribution system that is built under the transmission line.
- TMPA would purchase from Bryan equipment (consisting mainly of poles) owned by Bryan in the Agency's Gibbons Creek to Bryan East 138 kV transmission line for net book value, \$2,008,691.
- Bryan has initiated a project to reconductor the Gibbons Creek to Greens Prairie 138 kV transmission line (the "Gibbons Creek to Greens Prairie 138 kV Reconductor Project"). TMPA will acquire this Project. At closing, TMPA would reimburse Bryan for actual costs incurred as of the date of closing. Thereafter, Bryan would continue to construct the Project to completion with the costs of the Project being borne by TMPA. The Resolution appropriates \$4,786,000 for this Project.

Since the net book value of the transmission assets being sold to Bryan exceed \$500,000 in the aggregate, TMPA is required under the Joint Operating Agreement to obtain approval of this transaction from the four Member Cities. Also under the Joint Operating Agreement, this Resolution will require a Super Majority Vote of the Board.

BACKUP MATERIAL: Asset Purchase Agreement
Capital Project Proposal

ACTION REQUESTED: Consideration and action on Resolution No. 2025-3-4

RESOLUTION NO. 2025-3-4

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE TEXAS MUNICIPAL POWER AGENCY ("AGENCY") AUTHORIZING AN ASSET PURCHASE AGREEMENT WITH THE CITY OF BRYAN ("BRYAN"), RELATING TO THE PURCHASE BY BRYAN OF CERTAIN AGENCY SUBSTATION ASSETS, AND THE PURCHASE BY THE AGENCY OF CERTAIN BRYAN TRANSMISSION LINE ASSETS; AMENDING THE FY2025 ANNUAL TRANSMISSION SYSTEM CAPITAL BUDGET BY APPROPRIATING FUNDS FOR THE GIBBONS CREEK TO GREENS PRAIRIE 138 KV LINE RECONDUCTOR PROJECT; AND RESOLVING MATTERS INCIDENTAL AND RELATED THERETO.

WHEREAS, the commingling of Agency and Bryan assets in Bryan's Dansby and Bryan East substations (the "Substation Assets") is creating operational, maintenance, and regulatory issues, causing these assets to be no longer useful in the operation of the Agency's Transmission System;

WHEREAS, in order to resolve the foregoing operational, maintenance, and regulatory issues, the Agency and Bryan desire to enter into an Asset Purchase Agreement, under which the Substation Assets will be acquired by Bryan, and TMPA will acquire from Bryan the Gibbons Creek to Greens Prairie 138 kV Line and Bryan assets in the Agency's Gibbons Creek to Bryan East 138 kV Line;

WHEREAS, the disposition of the Substation Assets in accordance with the terms of the Asset Purchase Agreement is advantageous to the Transmission System;

WHEREAS, in order to improve the reliability of the Gibbons Creek to Greens Prairie 138 kV Line, it is necessary to acquire from Bryan its project to reconductor the Line, which is currently in progress, and to continue such project to completion (the "Gibbons Creek to Greens Prairie 138 kV Line Reconductor Project");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS MUNICIPAL POWER AGENCY:

1. That the above recitals are true and correct;
2. That the General Manager, or person acting at his direction, is authorized to execute the Asset Purchase Agreement, in substantially the same form as Exhibit "A",
3. That the General Manager, or person acting at his direction, may execute such further documents as may be necessary to close the transactions contemplated by the Asset Purchase Agreement, including a joint use or similar agreement authorizing Bryan to continue to maintain and operate its electric distribution system under the Gibbons Creek to Greens Prairie 138 kV line;
4. That the FY2025 Annual Transmission System Capital Budget is amended by appropriating (i) \$4,786,000 for the Gibbons Creek to Greens Prairie 138 kV Line Reconductor Project (ii) \$2,008,691, to acquire the City of Bryan's equipment (poles and related facilities) in the Gibbons Creek to Bryan East 138 kV

transmission line and (iii) \$251,648, to acquire the Gibbons Creek to Greens Prairie 138 kV transmission line;

5. That it is officially found and determined that notice of this meeting of the Board of Directors of the Agency was given as required by law.

PASSED AND APPROVED THIS 13TH DAY OF MARCH 2025.



Summer Spurlock, President
Board of Directors
Texas Municipal Power Agency

ATTEST:



Jesse Davis, Secretary
Board of Directors
Texas Municipal Power Agency



EXHIBIT "A"
ASSET PURCHASE AGREEMENT, ATTACHED

ASSET PURCHASE AGREEMENT

This Agreement is entered into between the Texas Municipal Power Agency (“TMPA”) and the City of Bryan, Texas (“Bryan”) on this ____ day of _____, 2025 (the “Effective Date”).

RECITALS

Bryan is the owner of the Bryan East and Dansby substations. Both Bryan and TMPA own equipment in these substations. The commingling of Bryan and TMPA equipment in these substations is creating maintenance and operational issues that require resolution. To resolve these issues, the parties desire that the TMPA equipment in these substations be sold to Bryan, in order that all of the equipment in these substations will be owned by Bryan.

As part of the same transaction, TMPA desires to purchase from Bryan the Gibbons Creek to Greens Prairie 138 kV transmission line and the poles and other equipment Bryan owns in TMPA’s Gibbons Creek to Bryan East 138 kV transmission line.

In addition, Bryan is undertaking its Gibbons Creek to Greens Prairie Reconductor Capital Project (the “Reconductor Project”). The parties desire that TMPA will purchase the Reconductor Project from Bryan.

AGREEMENT

In consideration of the mutual benefits and obligations of the parties as set forth herein, TMPA and Bryan agree as follows:

Section 1. CONVEYANCE OF TMPA EQUIPMENT TO BRYAN. TMPA agrees to convey to Bryan (i) the equipment located in the Bryan East Substation described in the Bill of Sale attached as Exhibit “A” and (ii) the equipment located in the Dansby Substation described in the Bill of Sale attached as Exhibit “B”. In consideration of these conveyances, Bryan agrees to pay TMPA at Closing \$2,425,516 for the TMPA assets in the Bryan East Substation and \$813,104 for the TMPA assets in the Dansby Substation.

Section 2. CONVEYANCE OF BRYAN EQUIPMENT TO TMPA. Bryan agrees to convey to TMPA (i) the Gibbons Creek to Greens Prairie 138 kV transmission line described in the Bill of Sale and Assignment of Easements attached as Exhibit “C” and (ii) poles and other equipment contained in TMPA’s Gibbons Creek to Bryan East 138 kV transmission line, described in the Bill of Sale attached as Exhibit “D”. In consideration of these conveyances, TMPA agrees to pay Bryan at Closing \$251,648 for the Gibbons Creek to Greens Prairie 138 kV transmission line and \$2,008,691 for the poles and other Bryan-owned equipment in the Gibbons Creek to Bryan East 138 kV transmission line.

Section 3. ACQUISITION OF CAPITAL PROJECT AS PART OF THIS EXCHANGE.

- a. PURCHASE OF RECONDUCTOR PROJECT. At Closing, TMPA will reimburse Bryan for Reimbursable Costs incurred to the date of Closing and thereby acquire the assets constructed by Bryan as of such date for the Reconductor Project. Thereafter, the Reconductor Project shall be owned by TMPA and Bryan shall complete the Reconductor Project at TMPA's expense in accordance with Section 7.

Section 4. RIGHTS RELATING TO FUTURE PROJECTS. Following Closing, TMPA shall have the right to construct and own future transmission lines connecting to the Bryan East and Dansby substations.

Section 5. PREREQUISITES TO CLOSING. The Closing shall occur at a mutually agreeable date and time after the following shall have occurred:

- a. This transaction is approved by the TMPA Board of Directors and by the four Member Cities in accordance with the Joint Operating Agreement, effective September 1, 2016, as amended (the "JOA").
- b. If a Certificate of Convenience and Necessity ("CCN") is required, TMPA obtains the CCN.

Section 6. CLOSING. At Closing:

- a. The parties will execute and deliver to Bryan the Bills of Sale substantially in the form of Exhibits "A" and "B".
- b. The parties will execute and deliver to TMPA two copies of the Bill of Sale and Assignment of Easements substantially in the form of Exhibit "C" (one for recording in Brazos County and one for recording in Grimes County) and one copy of the Bill of Sale substantially in the form of Exhibit "D".
- c. Bryan will deliver to TMPA the amount of \$3,238,620.
- d. TMPA will deliver to Bryan the amount of \$2,260,339.
- e. In addition, TMPA will deliver to Bryan the Reimbursable Costs incurred as of Closing for the Reconductor Project and the parties will deliver to TMPA a Bill of Sale for the assets constructed for such Project as of Closing similar to the form of Exhibit "D".

Section 7. CONSTRUCTION OF AND REIMBURSEMENT FOR RECONDUCTOR PROJECT FOLLOWING CLOSING. Following Closing, Bryan shall continue to completion the Reconductor Project, acting as TMPA's independent contractor. In this Agreement, "Reimbursable Costs" shall mean actual costs incurred by Bryan to construct the Reconductor Project plus benefit and overhead costs. TMPA shall reimburse to Bryan such costs within 20 days following the date of invoicing. Invoicing shall be on a monthly basis. If TMPA is late in the payment of any invoice, interest shall be paid as required by the Texas Prompt Payment Act. TMPA shall be the owner of the Reconductor Project assets constructed following Closing.

Section 8. TAX EXEMPT BONDS. It is the understanding of TMPA and Bryan that (i) TMPA acquired the facilities being conveyed to Bryan (for purposes of this Section, the "Bryan Acquired Property") and (ii) Bryan acquired the facilities being conveyed to TMPA (for purposes of this Section, the "TMPA Acquired Property") each with the proceeds of obligations, the interest on which is excludable from gross income for federal income tax purposes (collectively, the "Tax-Exempt Bonds") and, in connection each respective acquisition, both TMPA and Bryan, as the case may be, have made certain covenants, representations and provisions to assure compliance with the Internal Revenue Code of 1986, as amended (the "Code") and any regulations or rulings promulgated by the U.S. Department of the Treasury relating to Tax Exempt Bonds. TMPA and Bryan agree to take such action, or to refrain from such action, to ensure the Tax-Exempt Bonds applicable to the Bryan Acquired Property or the TMPA Acquired Property, as the case may be, satisfy such covenants, representations and provisions of the transferring party. Moreover, in the event that the Code is amended, or regulations or rulings are hereafter promulgated which impose additional requirements applicable to the Tax-Exempt Bonds or in the event that it is determined by a court of applicable jurisdiction that this Agreement fails to comply with the terms of the Code, then TMPA and Bryan agree to renegotiate, in good faith, to amend or replace this Agreement in order to comply with the additional requirements to the extent necessary to preserve the exemption from federal income taxation of interest on the Tax Exempt Bonds originally issued with respect to the Bryan Acquired Property or the TMPA Acquired Property, as the case may be.

Section 9. GOVERNING LAW. Except as provided in Section 8, this Agreement shall be governed by the laws of the State of Texas.

Section 10. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument. This Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a pdf copy to an email, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

[Remainder of page intentionally left blank. Signature page to follow.]

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

TEXAS MUNICIPAL POWER AGENCY

By: _____

Name: _____

Title: _____

CITY OF BRYAN, TEXAS

ATTEST:

Bobby Gutierrez, Mayor

Melissa Brunner, City Secretary

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

EXHIBIT "A"
FORM OF BILL OF SALE

BILL OF SALE

This Bill of Sale is made entered into as of _____, 202__, by Texas Municipal Power Agency, a Texas municipal corporation ("Seller"), and the City of Bryan, Texas ("Purchaser"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

BACKGROUND

Seller and Purchaser entered into that certain Asset Exchange Agreement dated _____, 2025 (the "Agreement"), whereby Seller and Purchaser agreed to the exchange of certain electric transmission system assets.

In connection with and as a requirement of the Agreement, Seller and Purchaser enter into this Bill of Sale for the conveyance of the non-real property Purchased Assets shown on Exhibit A-1 to this Bill of Sale.

TRANSFER OF ASSETS

For the good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which are acknowledged by Purchaser and Seller, Seller grants, sells, conveys, delivers and otherwise transfers to Purchaser all of Seller's right, title and interest in and to the Purchased Assets set forth on Exhibit A-1 attached to and incorporated by reference into this Bill of Sale, to have and to hold forever.

Seller represents and warrants to Purchaser: (a) that the Purchased Assets are free and clear of all Liens except for Existing Encumbrances; (b) that Seller has good title to the Purchased Assets; (c) that Seller has the lawful right and authority to sell and otherwise transfer all of Seller's right, title and interest in and to the Purchased Assets to Purchaser; (d) that Seller will warrant and defend the same in favor of Purchaser, its successors and assigns, against the claims and demands of all persons or entities claiming by, under or through Seller but not otherwise.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT:

THE TRANSFER AND CONVEYANCE BY SELLER AND ACCEPTANCE BY PURCHASER OF THE PURCHASED ASSETS, IS ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS AND DEFECTS" BASIS;

PURCHASER HAS THOROUGHLY INSPECTED AND EXAMINED THE PURCHASED ASSETS TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE PURCHASED ASSETS ON THE FOREGOING BASIS; AND

PURCHASER IS RELYING SOLELY UPON ITS INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PURCHASED ASSETS IN PURCHASING THE PURCHASED ASSETS ON AN “AS IS”, “WHERE IS” AND “WITH ALL FAULTS AND DEFECTS” BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE.

This Bill of Sale may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Any signature to this Bill of Sale transmitted by facsimile or in PDF format via electronic mail will be deemed the equivalent of delivery of an original signature.

TEXAS MUNICIPAL POWER AGENCY,
a Texas municipal corporation

By: _____
Daniel Meadows, its General Manager

CITY OF BRYAN, TEXAS

ATTEST:

Bobby Gutierrez, Mayor

Melissa Brunner, City Secretary

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

EXHIBIT A-1
Conveyance of TMPA assets in Bryan East Substation

The transmission assets owned by Seller in Purchaser's Bryan East Substation, the intention being that Purchaser shall own all transmission assets in the Substation, including the following equipment as listed in the City of Bryan / TMPA Interconnection Agreement Facility Schedule No. 1 relating to the East Substation:

- 138/69/12.5kV autotransformer (BREA TI)
- 69kV circuit breaker (BREA-9010)
- 138kV disconnect switches (BREA-8012(1600A), BREA-8021(1600A), BREA-8027(1600A), BREA-8022(1600A), BREA-8031(1600A), BREA-8032(1600A), BREA-804(1600A), BREA-8019 (1200A))
- 69kV disconnect switches (BREA-9011, BREA-9012 2000A)
- 12kV surge arrestors
- 60kV surge arrestors
- 108kV surge arrestors
- 120kV surge arrestors
- 75kVA station service transformer
- manual transfer switch
- potential transformers
- coupling capacitor voltage transformers
- current transformers
- fused disconnect switches
- motor operated disconnect
- 138kV control house, including inverter transfer switch, yard lighting control, DC breaker panel, AC breaker panel, synchscope
- bus work, structures, distribution bays, relaying, wiring, and conduit.

Seller reserves from the conveyance the following assets inside the Bryan East Substation as follows:

- TMPA's Gibbons Creek-Bryan East 138kV line terminating at BTU's dead-end structure as specified in the City of Bryan / TMPA Interconnection Agreement Facility Schedule No. 1 East Substation.
- Right-of-way and access necessary to maintain Seller's facilities

EXHIBIT “B”
FORM OF BILL OF SALE

BILL OF SALE

This Bill of Sale is made entered into as of _____, 202__, by Texas Municipal Power Agency, a Texas municipal corporation (“**Seller**”), and the City of Bryan, Texas (“**Purchaser**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

BACKGROUND

Seller and Purchaser entered into that certain Asset Exchange Agreement dated _____, 2025 (the “**Agreement**”), whereby Seller and Purchaser agreed to the exchange of certain electric transmission system assets.

In connection with and as a requirement of the Agreement, Seller and Purchaser enter into this Bill of Sale for the conveyance of the non-real property Purchased Assets shown on Exhibit A-1 to this Bill of Sale.

TRANSFER OF ASSETS

For the good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which are acknowledged by Purchaser and Seller, Seller grants, sells, conveys, delivers and otherwise transfers to Purchaser all of Seller’s right, title and interest in and to the Purchased Assets set forth on Exhibit A-1 attached to and incorporated by reference into this Bill of Sale, to have and to hold forever.

Seller represents and warrants to Purchaser: (a) that the Purchased Assets are free and clear of all Liens except for Existing Encumbrances; (b) that Seller has good title to the Purchased Assets; (c) that Seller has the lawful right and authority to sell and otherwise transfer all of Seller’s right, title and interest in and to the Purchased Assets to Purchaser; (d) that Seller will warrant and defend the same in favor of Purchaser, its successors and assigns, against the claims and demands of all persons or entities claiming by, under or through Seller but not otherwise.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT:

THE TRANSFER AND CONVEYANCE BY SELLER AND ACCEPTANCE BY PURCHASER OF THE PURCHASED ASSETS, IS ON AN “AS IS,” “WHERE IS” AND “WITH ALL FAULTS AND DEFECTS” BASIS;

PURCHASER HAS THOROUGHLY INSPECTED AND EXAMINED THE PURCHASED ASSETS TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE PURCHASED ASSETS ON THE FOREGOING BASIS; AND

PURCHASER IS RELYING SOLELY UPON ITS INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PURCHASED ASSETS IN PURCHASING THE PURCHASED ASSETS ON AN “AS IS”, “WHERE IS” AND “WITH ALL FAULTS AND DEFECTS” BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE.

This Bill of Sale may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Any signature to this Bill of Sale transmitted by facsimile or in PDF format via electronic mail will be deemed the equivalent of delivery of an original signature.

TEXAS MUNICIPAL POWER AGENCY,
a Texas municipal corporation

By: _____
Daniel Meadows, its General Manager

CITY OF BRYAN, TEXAS

ATTEST:

Bobby Gutierrez, Mayor

Melissa Brunner, City Secretary

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

EXHIBIT A-1
Conveyance of TMPA assets in Dansby Substation

The transmission assets owned by Seller in Purchaser's Dansby Substation, the intention being that Purchaser shall own all transmission assets in the Substation, including the following equipment as listed in the City of Bryan / TMPA Interconnection Agreement Facility Schedule No. 2 Dansby Substation:

- Termination on breaker side of 69kV switch BRDA-9012
- 138/69/12.5kV autotransformer (BRDA T1)
- 138kV circuit breaker (BRDA-8010, BRDA-8020, BRDA-8030, BRDA-8040)
- 138kV disconnect switches (BRDA-8017, BRDA-8011, BRDA-8012, BRDA-8021, BRDA-8027, BRDA-8022, BRDA-8037, BRDA-8031, BRDA-8032, BRDA-8041, BRDA-8042, BRDA-8019, BRDA-8062)
- 69kV circuit breaker (BRDA-9010)
- 69kV disconnect switches (BRDA-9011, BRDA-9012)
- 12kV surge arresters
- 60kV surge arresters
- 84kV surge arresters (Jack Creek Line)
- 120kV surge arresters (3 on Atkins Line, 3 on Hearne Line)
- 75kVA station service transformer
- 50kVA station service transformer
- manual transfer switch
- potential transformers
- coupling capacitor voltage transformer
- current transformers (3 on Atkins Line, 3 on Hearne Line)
- fused disconnect switches
- Control house
- bus work, structures, insulators, connectors, distribution bays, associated protective relaying, wiring, and conduit.

Seller reserves from the conveyance the following assets inside the substation as follows:

- TMPA's Dansby-Triangle Park 138kV line terminating at BTU's dead-end structure as specified in the City of Bryan / TMPA Interconnection Agreement Facility Schedule No. 2 Dansby Substation.
- Right-of-way and access necessary to maintain Seller's facilities

EXHIBIT “C”
FORM OF BILL OF SALE AND ASSIGNMENT OF EASEMENTS

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.

BILL OF SALE AND ASSIGNMENT OF EASEMENTS

This Bill of Sale and Assignment of Easements is made entered into as of _____, 202__, by the City of Bryan, Texas, a home rule municipality (“**Seller**”) and Texas Municipal Power Agency, a Texas municipal corporation (“**Purchaser**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

BACKGROUND

Seller and Purchaser entered into that certain Asset Exchange Agreement dated _____, 2025 (the “**Agreement**”), whereby Seller and Purchaser agreed to the exchange of certain electric transmission system assets.

In connection with and as a requirement of the Agreement, Seller and Purchaser enter into this Bill of Sale and Assignment of Easements for the conveyance of the assets shown on Exhibits A-1 and A-2 to this Bill of Sale and Assignment of Easements.

BILL OF SALE

For the good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which are acknowledged by Purchaser and Seller, Seller grants, sells, conveys, delivers and otherwise transfers to Purchaser all of Seller’s right, title and interest in and to the Purchased Assets set forth on Exhibit A-1 attached to and incorporated by reference into this Bill of Sale and Assignment of Easements (the “A-1 Purchased Assets”), to have and to hold forever.

Seller represents and warrants to Purchaser: (a) that the A-1 Purchased Assets are free and clear of all Liens except for Existing Encumbrances; (b) that Seller has good title to the A-1 Purchased Assets; (c) that Seller has the lawful right and authority to sell and otherwise transfer all of Seller’s right, title and interest in and to the A-1 Purchased Assets to Purchaser; (d) that Seller will warrant and defend the same in favor of Purchaser, its successors and assigns, against the claims and demands of all persons or entities claiming by, under or through Seller but not otherwise.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT:

THE TRANSFER AND CONVEYANCE BY SELLER AND ACCEPTANCE BY PURCHASER OF THE A-1 PURCHASED ASSETS, IS ON AN “AS IS,” “WHERE IS” AND “WITH ALL FAULTS AND DEFECTS” BASIS;

PURCHASER HAS THOROUGHLY INSPECTED AND EXAMINED THE A-1 PURCHASED ASSETS TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE A-1 PURCHASED ASSETS ON THE FOREGOING BASIS; AND

PURCHASER IS RELYING SOLELY UPON ITS INSPECTIONS, EXAMINATION, AND EVALUATION OF THE A-1 PURCHASED ASSETS IN PURCHASING THE PURCHASED ASSETS ON AN “AS IS”, “WHERE IS” AND “WITH ALL FAULTS AND DEFECTS” BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE.

ASSIGNMENT OF EASEMENTS

For the same consideration, Seller has sold, conveyed, assigned and transferred, and by these presents does sell, convey, assign and transfer unto Purchaser the transmission line easements described on Exhibit A-2 attached hereto (hereinafter, the “Transmission Easements”).

TO HAVE AND TO HOLD the Transmission Easements, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Purchaser, its successors and assigns forever; and Seller does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said Transmission Easements unto the said Purchaser, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof by, through, or under Seller, but not otherwise.

This Bill of Sale and Assignment of Easements may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Any signature to this Bill of Sale transmitted by facsimile or in PDF format via electronic mail will be deemed the equivalent of delivery of an original signature.

TEXAS MUNICIPAL POWER AGENCY,
a Texas municipal corporation

By: _____
Daniel Meadows, its General Manager

CITY OF BRYAN, TEXAS

ATTEST:

Bobby Gutierrez, Mayor

Melissa Brunner, City Secretary

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on the ____ day of _____, 202__, by Daniel Meadows, the General Manager of Texas Municipal Power Agency, a Texas municipal corporation on behalf of said corporation, for the purposes and consideration therein expressed.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on the ____ day of _____, 202__, by Bobby Gutierrez, Mayor of the City of Bryan, Texas, a Texas home rule municipality, on behalf of said municipality, for the purposes and consideration therein expressed.

Notary Public, State of _____

EXHIBIT A-1

Conveyance of City of Bryan's Gibbons Creek to Greens Prairie 138 kV Transmission Line

Those certain electric facilities, in place, known as the Gibbons Creek-Greens Prairie 138kV Transmission Line, between the Gibbons Creek Steam Switchyard in Grimes County, Texas, and the City of College Station, Texas, extending from the dead-end structure in the Gibbons Creek Switchyard owned by TMPA in Grimes County, Texas, to the dead-end structure in the Greens Prairie substation owned by the City of College Station, in Brazos County, Texas, consisting of (i) one circuit of a double circuit line for 7.4 miles on single pole concrete structures (the "7.4 Mile Portion"), (ii) 4.1 miles of single circuit on steel and concrete single pole structures (the "4.1 Mile Portion"), and (iii) 1.5 miles of double circuit (the "1.5 Mile Portion") on steel single pole structures with the second circuit being owned by the City of College Station, and being foundations, steel and concrete structures, cross-arms, insulators, static wire, associated hardware and electric conductors (hereinafter, the "Transmission Facilities"). Without limiting the foregoing, the Transmission Facilities include approximately 5.6 miles of poles, hardware, and 48-count optical ground wire, 13.0 miles of conductor, and approximately 65 concrete and steel poles.

There is excepted from this conveyance and Transmission Facilities hereby conveyed by Seller shall not include the following:

- a. The structures, owned by TMPA, on the 7.4 Mile Portion.
- b. The second circuit and structures, owned by the City of College Station, Texas, on the 1.5 Mile Portion.
- c. The Distribution Facilities, owned by Seller, described in Exhibit B of the Non-Exclusive Partial Assignment of Easement Agreement For Electrical Utilities, dated _____, 2025.

Exhibit "A-2"

TRANSMISSION EASEMENTS

The easements utilized for the Gibbons Creek to Greens Prairie 138 kV Transmission Line, including the following easements conveyed to the Texas Municipal Power Agency as recorded in the Real Property Records of Brazos County, Texas:

1. Grantor: Lillian Weaver
Volume 1230, Page 823
2. Grantor: Travelers Insurance Company
Volume 1233, Page 108
3. Grantor: Anderson/Stephen
Volume 1251, Page 663
4. Grantor: First National Bank of Bryan
Volume 1244, Page 346
5. Grantor: Dolly Olden
Volume 1231, Page 5
6. Grantor: James Creagor
Volume 1231, Page 10
7. Grantor: Jerry Windham and Frank Thurmond
Volume 1231, page 15
8. Grantor: Louise Marsh Reeves
Volume 1231, Page 20
9. Grantor: Esterline Smith
Volume 1230, Page 816
10. Grantor: Johnnie Mae Allen
Volume 1230, Page 830
11. Grantor: Vivian Duren et al
Volume 1230, Page 837
12. Grantor: Sheila Ford et al
Volume 1230, Page 845
13. Grantor: Delores Payne et al
Volume 1231, Page 1

After recording, return to:

Texas Municipal Power Agency
Attention: General Manager
P.O. Box 7000
Bryan, Texas 77805

EXHIBIT “D”
FORM OF BILL OF SALE

BILL OF SALE

This Bill of Sale is made entered into as of _____, 202__, by the City of Bryan, Texas, a home rule municipality (“**Seller**”) and Texas Municipal Power Agency, a Texas municipal corporation (“**Purchaser**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

BACKGROUND

(A) Seller and Purchaser entered into that certain Asset Exchange Agreement dated _____, 2025 (the “**Agreement**”), whereby Seller and Purchaser agreed to the exchange of certain electric transmission system assets.

(B) In connection with and as a requirement of the Agreement, Seller and Purchaser enter into this Bill of Sale for the conveyance of the non-real property Purchased Assets shown on Exhibit A-1 to this Bill of Sale.

TRANSFER OF ASSETS

For the good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which are acknowledged by Purchaser and Seller, Seller grants, sells, conveys, delivers and otherwise transfers to Purchaser all of Seller’s right, title and interest in and to the Purchased Assets set forth on Exhibit A-1 attached to and incorporated by reference into this Bill of Sale, to have and to hold forever.

Seller represents and warrants to Purchaser: (a) that the Purchased Assets are free and clear of all Liens except for Existing Encumbrances; (b) that Seller has good title to the Purchased Assets; (c) that Seller has the lawful right and authority to sell and otherwise transfer all of Seller’s right, title and interest in and to the Purchased Assets to Purchaser; (d) that Seller will warrant and defend the same in favor of Purchaser, its successors and assigns, against the claims and demands of all persons or entities claiming by, under or through Seller but not otherwise.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT:

THE TRANSFER AND CONVEYANCE BY SELLER AND ACCEPTANCE BY PURCHASER OF THE PURCHASED ASSETS, IS ON AN “AS IS,” “WHERE IS” AND “WITH ALL FAULTS AND DEFECTS” BASIS;

PURCHASER HAS THOROUGHLY INSPECTED AND EXAMINED THE PURCHASED ASSETS TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN

ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE PURCHASED ASSETS ON THE FOREGOING BASIS; AND

PURCHASER IS RELYING SOLELY UPON ITS INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PURCHASED ASSETS IN PURCHASING THE PURCHASED ASSETS ON AN “AS IS”, “WHERE IS” AND “WITH ALL FAULTS AND DEFECTS” BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE.

This Bill of Sale may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Any signature to this Bill of Sale transmitted by facsimile or in PDF format via electronic mail will be deemed the equivalent of delivery of an original signature.

TEXAS MUNICIPAL POWER AGENCY,
a Texas municipal corporation

By: _____
Daniel Meadows, its General Manager

CITY OF BRYAN, TEXAS

ATTEST:

Bobby Gutierrez, Mayor

Melissa Brunner, City Secretary

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

EXHIBIT A-1
Conveyance of City of Bryan assets in TMPA'S Gibbons Creek to Bryan East 138 kV
Transmission Line

The transmission assets owned by Seller in Purchaser's Gibbons Creek to Bryan East 138 kV Transmission Line, the intention being that Purchaser shall own all transmission assets related to this line, including 34 concrete poles and associated hardware, and 4 steel poles and associated hardware

CERTIFICATE OF CHIEF FINANCIAL OFFICER

I, the undersigned, am the Chief Financial Officer of the Texas Municipal Power Agency (the "Agency") within the meaning of Section 5.09 of the Series 2021 Bond Resolution, the Series 2025 Bond Resolution, and the Reconstituted Series A Note Resolution (collectively, the "Bond/Note Resolutions"). In accordance with Section 5.09, I hereby make the following certifications to the Board. Capitalized terms used herein but not defined shall have the meanings set forth in the Bond/Note Resolutions.

1. The Board has authorized the sale to the City of Bryan of certain substation equipment through the adoption of Resolution 2025-3-4 on March 13, 2025 (the "Sale"). The Resolution has also authorized a partial assignment of easements to the City of Bryan (the "Assignment").

2. The Transmission System will not be materially adversely affected by the Sale and the Sale will not materially adversely affect the rates and charges charged by the Agency for the services provided by the Transmission System.

3. In my opinion as Chief Financial Officer, the Sale will not impair the ability of the Agency to comply during the current or any future year with the provisions of Section 5.02 of the Bond/Note Resolutions.

4. The Assignment does not result in a breach of the conditions set forth in Section 5.02 of the Bond/Note Resolutions.

Witness my hand this 17 day of March, 2025.

By: Lyndi Birkhead

Signature: 

Title: Chief Financial Officer

TEXAS MUNICIPAL POWER AGENCY CAPITAL PROJECT PROPOSAL

PROJECT TITLE: Gibbons Creek-Greens Prairie 138kV Reconductor					
DATE OF REQUEST: 01/31/2025		PROJECT MANAGER: Clay Lindstrom - BTU <div style="float: right;"> <input type="checkbox"/> GP&L <input type="checkbox"/> DME </div>			
TOTAL PROJECT COST: \$4,786,000		START DATE: 09/02/2024		CAPITAL PLAN YEAR: 2025	
CASH FLOW \$ SPENT	FY25: \$ 2,393,000	FY26: \$ 2,393,000	FY27: \$	FY28: \$	FY29: \$
YEAR(S) \$ PLACED IN-SVC	FY25: \$	FY26: \$ 4,786,000	FY27: \$	FY28: \$	FY29: \$
<input type="checkbox"/> UPGRADE <input checked="" type="checkbox"/> REPLACEMENT <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> Reimbursable by TXDOT <input type="checkbox"/> Reimbursable by _____		EXISTING TMPA ASSETS RELATED TO THIS PROJECT: Gibbons Creek-Greens Prairie 138kV line			
DESCRIPTION OF PROJECT (INCLUDING BACKGROUND, ASSUMPTIONS, & PROJECT BENEFITS): <p>This project includes reconductoring 15 miles of the Gibbons Creek-Greens Prairie 138kV line using 1033.5 ACSS "curlew" and replacing 3 dead-end structures and miscellaneous hardware. The reconductor upgrade is necessitated due to the long-range planning study indicating reliability concerns .</p> <p>The cost estimate is \$4,786,000 that includes a 15% contingency. The cost estimate assumes no structure changes will be required by TXDOT nor any other re-routing or permitting issues.</p> <p>This capital proposal is associated with a potential transmission asset exchange between BTU and TMPA and will be considered by the TMPA Board in conjunction with the asset exchange agreement.</p>					

TEXAS MUNICIPAL POWER AGENCY CAPITAL PROJECT PROPOSAL

<p>Will this project require a new Interconnection Agreement (IA) or changes to an existing IA? Explain:</p> <p>This is an existing T-line 138 KV line jointly owned by BTU and TMPA</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<p>Will this project increase/decrease oil storage or hazardous chemical inventory or capacity? Explain:</p> <p>No new transformers/hazardous materials</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<p>Were security improvements evaluated and/or included in the project scope? Explain:</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No

COST BREAKDOWN	
Labor	\$ 1,734,000
Materials	\$ 2,034,000
Contract Services	\$ 0
Engineering Consulting	\$ 394,000
Misc. Expenses	\$ 624,000
TOTAL	\$ 4,786,000

COST BREAKDOWN BASIS:
See above values as listed

<p>Estimation Levels: P1 = Budget/Preliminary (+/- 30%) P2 = Conceptual (+/- 20%) P3 = Detail Design (+/- 10%)</p> <p>Estimate Level: <input type="radio"/> P1 <input checked="" type="radio"/> P2 <input type="radio"/> P3</p>	<p>Over \$100K in Professional Services: <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Is land acquisition or right of ways procurement required? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>Does project involve asset retirement? If yes, please provide detail: <input type="radio"/> Yes <input checked="" type="radio"/> No</p>
--	---

SIGNATURES	
Project Manager: <i>Clay Lindstrom</i>	Date: 2/25/25
Supervisor: <i>[Signature]</i>	Date: 25 FEB 2025
Utility General Manager: <i>[Signature]</i>	Date: 2-28-25
TMPA CFO: <i>Lyndi Birkhead</i>	Date: 2.28.25
TMPA General Manager: <i>[Signature]</i>	Date: 02-28-2025



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

7.

Meeting Date: 05/06/2025
Title: Fire and Police Staffing Realignment
Submitted By: Kristen Smith, Managing Director
Strategic Focus Area: Safe Community

Issue/Summary

Fire and Police Staffing Realignment.

Background

Council is asked to consider approving revisions to the 24-25 Civil Service Classifications & Compensation Ordinance to reflect reallocation of one Firefighter position and the elimination of Police Lateral Academy Pay.

Consideration / Recommendation

Consider approving the amended Civil Service Classifications & Compensation Ordinance.

Attachments

FY 24-25 Civil Service Ordinance May 2025 Revision

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GARLAND, TEXAS, ESTABLISHING CIVIL SERVICE CLASSIFICATIONS WITHIN THE POLICE AND FIRE DEPARTMENTS; PRESCRIBING THE NUMBER OF POSITIONS IN EACH CLASSIFICATION; PRESCRIBING THE BASE SALARY AND TYPES OF PAY FOR THOSE CLASSIFICATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 143 of the Texas Local Government Code, the City Council shall establish certain classifications and shall prescribe the number of positions in each of these classifications by ordinance;

WHEREAS, the City Council has reviewed and approved a budget for the City for the fiscal year beginning October 1, 2024, and ending September 30, 2025; and

WHEREAS, the budget contains a program of planned expenditures for the police and fire departments, including changes to the operations and human resources of those departments.

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

Section 1

That the City Council of the City of Garland, Texas, hereby establishes the classifications and number of authorized positions within each classification and the base salary and types of pay for those classifications as specified on "Exhibits A-1 through A-4" attached hereto and made a part hereof as if fully set forth herein.

Section 2

That this Ordinance shall take effect on May 6, 2025.

PASSED AND APPROVED this the ____ day of _____, 2025.

THE CITY OF GARLAND, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

EXHIBIT "A-1"

CIVIL SERVICE
Budgeted Positions

POLICE

Total: 357

Classification	Number of Positions Effective 10-01-2024
Police Officer	303
Police Supervisor	40
Police Captain	9
Assistant Chief	4
Police Chief	1
Total	357

FIRE

Total: *285

Classification	Number of Positions Effective 10-01-2024
Firefighter	147
Fire Driver	72
Fire Lieutenant	14
Fire Captain	38
Battalion Chief	10
Assistant Fire Chief	3
Fire Chief	1
Total	285

EXHIBIT "A-2"

**Civil Service
Salary Schedules**

Effective 1/1/2025

Police					
Years	Step	Classification/Seniority Pay Level	Hourly	Annual	
Hire	1	Police Officer 1 (Recruit)	\$39.65	\$82,482	
Year 1	2	Police Officer 2	\$42.07	\$87,513	
Year 2	3	Police Officer 3	\$44.06	\$91,645	
Year 3	4	Police Officer 4	\$46.15	\$95,988	
Year 4	5	Police Officer 5	\$47.80	\$99,416	
Year 5	6	Police Officer 6	\$49.46	\$102,883	
Year 6	7	Police Officer 7	\$50.70	\$105,447	
Year 7	8	Police Officer 8	\$52.05	\$108,259	
Year 8	9	Police Officer 9	\$53.24	\$110,733	
Year 1	1	Police Supervisor 1	\$60.60	\$126,046	
Year 2	2	Police Supervisor 2	\$65.53	\$136,303	
Year 1	1	Police Captain 1	\$70.94	\$147,552	
Year 2	2	Police Captain 2	\$76.44	\$158,994	
Year 1	1	Assistant Chief 1	\$87.25	\$181,479	
Year 2	2	Assistant Chief 2	\$92.96	\$193,356	

Fire					
Years	Step	Classification/Seniority Pay Level	Staff*	Shift**	Annual
Hire	1	Firefighter Recruit 1	\$37.30	\$26.64	\$77,575
6 Months	2	Firefighter Recruit 2	\$37.84	\$27.03	\$78,717
Year 1	3	Firefighter 3	\$39.65	\$28.32	\$82,478
Year 2	4	Firefighter 4	\$41.70	\$29.79	\$86,740
Year 3	5	Firefighter 5	\$43.36	\$30.97	\$90,184
Year 5	6	Firefighter 6	\$46.64	\$33.31	\$97,008
Year 7	7	Firefighter 7	\$47.55	\$33.97	\$98,913
Year 8.5	8	Firefighter 8	\$48.18	\$34.41	\$100,214
Year 1	1	Fire Driver 1	\$50.59	\$36.13	\$105,224
Year 2	2	Fire Driver 2	\$52.34	\$37.39	\$108,871
Year 1	1	Fire Lieutenant 1	\$54.99	\$39.28	\$114,369
Year 2	2	Fire Lieutenant 2	\$57.83	\$41.31	\$120,291
Year 1	1	Fire Captain 1	\$60.72	\$43.37	\$126,306
Year 2	2	Fire Captain 2	\$64.23	\$45.88	\$133,594
Year 1	1	Battalion Chief 1	\$68.90	\$49.22	\$143,315
Year 2	2	Battalion Chief 2	\$73.07	\$52.19	\$151,983
Year 1	1	Assistant Fire Chief 1	\$85.80	\$61.28	\$178,458
Year 2	2	Assistant Fire Chief 2	\$90.39	\$64.57	\$188,020

* Staff - hourly rate calculated from 2080 hours per year

** Shift - hourly rate calculated from 2912 hours per year

EXHIBIT "A-3"

**POLICE DEPARTMENT
INCENTIVE PAY PLANS**

Effective 1/1/2025

ELIGIBILITY:

Must be a full-time, paid, and duly sworn peace officer within the Garland Police Department.

CERTIFICATION AND EDUCATION INCENTIVE PAY:

1. CERTIFICATION INCENTIVE

- a) Certification level as set forth per TCOLE Rules.
- b) Available to all classifications.
- c) Pay is not cumulative within Police Certification Incentives; eligible for the highest level achieved only.

Description	Amount Per Month
1) Advanced Certification	\$75 per month
2) Master Certification	\$95 per month

2. EDUCATION INCENTIVE

- a) Available to all classifications.
- b) Pay is not cumulative within Police Education Incentives; eligible for the highest level achieved only.

Description	Amount Per Month
1) Bachelor's Degree	\$125 per month
2) Master's or Doctoral Degree	\$150 per month

EXHIBIT "A-3" (Continued)

ASSIGNMENT PAY:

1. FIELD TRAINING OFFICER (FTO) ASSIGNMENT PAY

- a) Available to Police Officers assigned as a Field Training Officer.
- b) Must be a graduate of the Police Academy for the Garland Police Department.

Description	Amount Per Month
1) Officers designated by the Chief of Police as Field Training Officers (FTO) shall receive FTO Pay in compensation for this job assignment. The number of FTOs shall be determined by the Chief of Police. This job assignment is of a temporary nature and can be removed at the discretion of the Chief of Police.	\$250 per month

2. PATROL ASSIGNMENT PAY

- a) Available to Police Officers and Police Supervisor classifications assigned to the Patrol Division for the majority of calendar year.
- b) Must be a graduate of the Police Academy for the Garland Police Department.

Description	Annual Amount
1) Patrol Officers and Patrol Supervisors who spend the majority of the calendar year in that assignment.	\$1,000 per year

EXHIBIT "A-3" (Continued)

SPECIAL PAY:

1. BILINGUAL PAY

- a) Available to all classifications.
- b) Pay is not cumulative within the Bilingual Pay; eligible for the highest level achieved only.

Description	Amount Per Month
1) Certification by the State of Texas indicating proficiency in verbal bilingual skills.	\$100 per month
2) Certification by the State of Texas indicating proficiency in verbal and written bilingual skills.	\$150 per month

EXHIBIT "A-4"

**FIRE DEPARTMENT
INCENTIVE PAY PLANS**

Effective 10/1/2024 unless otherwise noted

ELIGIBILITY:

Must be a Certified Texas Commission on Fire Protection (TCFP) Firefighter.

CERTIFICATION AND EDUCATIONAL INCENTIVE PAY:

1. CERTIFICATION INCENTIVE

- a) Certification levels as set forth per TCFP Rules.
- b) Available to all classifications.
- c) Must have completed the Garland Way Fire Academy.
- d) Pay is not cumulative within TCFP Fire Certification Incentives; eligible for the highest level achieved only.

Description	Amount Per Month
1) Intermediate	\$45 per month
2) Advanced	\$85 per month
3) Master	\$125 per month

2. PARAMEDIC CERTIFICATION INCENTIVE

- a) Per Texas Department of State Health Services and credentialed by the Medical Director.
- b) Available to Operations and Staff Firefighter, Fire Driver, Fire Lieutenant, and Fire Captain classifications only. Personnel assigned to the Fire Marshal's Office in the Inspector or Fire/Arson Investigator sections are not eligible for this pay.

Description	Amount Per Month
1) Paramedic Must be certified by the State and be accepted by the City Medical Control Director and assigned to the position.	\$150 per month
2) Paramedics who staff an ambulance or work in the capacity of EMS SDO receive.	\$45 per shift

EXHIBIT "A-4" (Continued)

3. EDUCATION INCENTIVE

- a) Available to all classifications.
- b) Certification levels as set forth per TCFP rules.
- c) Pay is not cumulative within TCFP Fire Education Incentives; eligible for the highest level achieved only.

Description	Amount Per Month
1. Bachelor's or Master's Degree + Intermediate Certification	\$50 per month
2. Bachelor's or Master's Degree + Advanced Certification	\$100 per month
3. Bachelor's Degree + Master Certification	\$150 per month
4. Master's Degree + Master Certification	\$200 per month

ASSIGNMENT PAY:

1. TRAINING DIVISION ASSIGNMENT PAYS

- a) Instructor levels as set forth per TCFP rules.
- b) Available to Training Division Staff Firefighter, Fire Driver, Fire Lieutenant, and Fire Captain classifications only.
- c) Must be in a non-probationary status and assigned to the Training Division.
- d) Pay is not cumulative within the Fire Instructor Assignment Pay; eligible for the highest level achieved only.

Description	Amount Per Month
1) Instructor II Requires an annual minimum of twenty (20) hours of documented instruction for the GFD, in approved Fire or EMS subjects. Hours of instruction will be totaled from October 1st to September 30th of each fiscal year to qualify for the next fiscal year.	\$25 per month
2) Instructor III Must be assigned full time to Training Division	\$100 per month

EXHIBIT "A-4" (Continued)

2. FIRE MARSHAL'S OFFICE ASSIGNMENT PAYS

- a) Instructor, inspector, or investigator levels as set forth TCFP rules.
- b) Available to Fire Marshal's Office Staff Firefighter, Fire Driver, Fire Lieutenant, and Fire Captain ranks only.
- c) Assigned personnel may receive both Inspector and Investigator Pay, if assigned to regular duties as an Investigator and Inspector.

Description	Amount Per Month
1) Instructor III Must be assigned full time to the Public Education Section of the Fire Marshal's Office.	\$100 per month
2) Fire Inspector Must be certified and assigned to Inspection and Prevention Section of Fire Marshal's Office.	\$100 per month
3) Fire/Arson Investigator Must be certified and assigned to the Arson and Investigation Section of Fire Marshal's Office.	\$100 per month

3. STAFF ASSIGNMENT PAY

- a) Available to all Firefighter, Fire Driver, Fire Lieutenant, Fire Captain, and Battalion Chief classifications assigned to Staff positions.
- b) Must be in a non-probationary status.

Description	% Pay
1) Staff Assignment Pay shall be for all listed non-exempt classifications assigned to a Staff position performing duties in the Fire Administration, Support Services, Training, or Fire Prevention Divisions of the Fire Department.	2.7815% of Staff hourly rate

EXHIBIT "A-4" (Continued)

4. HAZMAT ASSIGNMENT PAY

- a) Hazmat Technician as set forth per TCFP rules.
- b) Available to Firefighter, Fire Driver, and Fire Captain classifications only.
- c) Must be assigned to the HazMat Station (Station 2).

Description	Amount Per Month
1) HazMat Technician Must be assigned full time to the HazMat Station (Station 2).	\$100 per month

5. RESCUE ASSIGNMENT PAY

- a) Available to Firefighter, Fire Driver, and Fire Captain classifications only.
- b) Must be assigned to the Rescue Station (Station 8).
- c) Must be certified to the Technician level in both Swiftwater Rescue and Rope Rescue.
- d) Certifications must meet NFPA 1006 and 2500 standards.

Description	Amount Per Month
1) Rescue Technician Must be assigned full time to the Rescue Station (Station 8) and certified as both swiftwater and rope rescue technician.	\$75 per month

EXHIBIT "A-4" (Continued)

SPECIAL PAY:

1. BILINGUAL PAY

- a) Available to all classifications.
- b) Pay is not cumulative within the Bilingual Pay; eligible for the highest level achieved only.

Description	Amount Per Month
1) Certification by the State of Texas indicating proficiency in verbal bilingual skills.	\$100 per month
2) Certification by the State of Texas indicating proficiency in verbal and written bilingual skills.	\$150 per month



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

8.

Meeting Date: 05/06/2025

Title: Agreement for Real Property Contract of Sale Between The Owl Icehouse Garland, LLC and the City of Garland Regarding Property Located at 519 State Street in the Downtown Historic Sub-district.

Strategic Focus Area: Growing Economic Base
Commercially Thriving Downtown
Arts, and Events
Vibrant Neighborhoods and
Commercial Centers

Issue/Summary

The City Council is asked to consider a Development Agreement for 519 State Street, which proposes the redevelopment of the historic property into The Owl Icehouse. The project aims to revitalize a long-standing, vacant site in Downtown Garland while maintaining its historical character. The proposed development includes significant private investment, is expected to create new jobs, and generate additional sales revenue, contributing to Garland's economic growth.

Background

- 519 State Street has been vacant for several decades and presents an opportunity for redevelopment.
- The Owl Icehouse is envisioned as a modern gathering space, honoring historical character while introducing new dining and entertainment options.
- The project is led by The Owl Icehouse Garland, LLC with Don Day as the Managing Partner. This team has exemplary experience in historic preservation and community-oriented development, including successful projects in Downtown McKinney.

Consideration / Recommendation

Authorize the terms of the Development Agreement and Real Contract of Sale as presented, which were previously presented to Council as a verbal briefing at the April 14, 2025 Work Session.

Attachments

519 State Street - Proposed Project Overview
519 State Street - Proposed Contract of Sale
519 State Street - Proposed Development Agreement

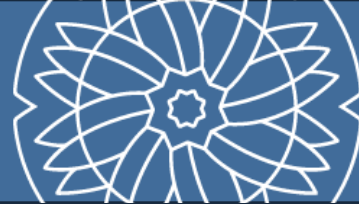


GARLAND

519 State Street

Proposed Development



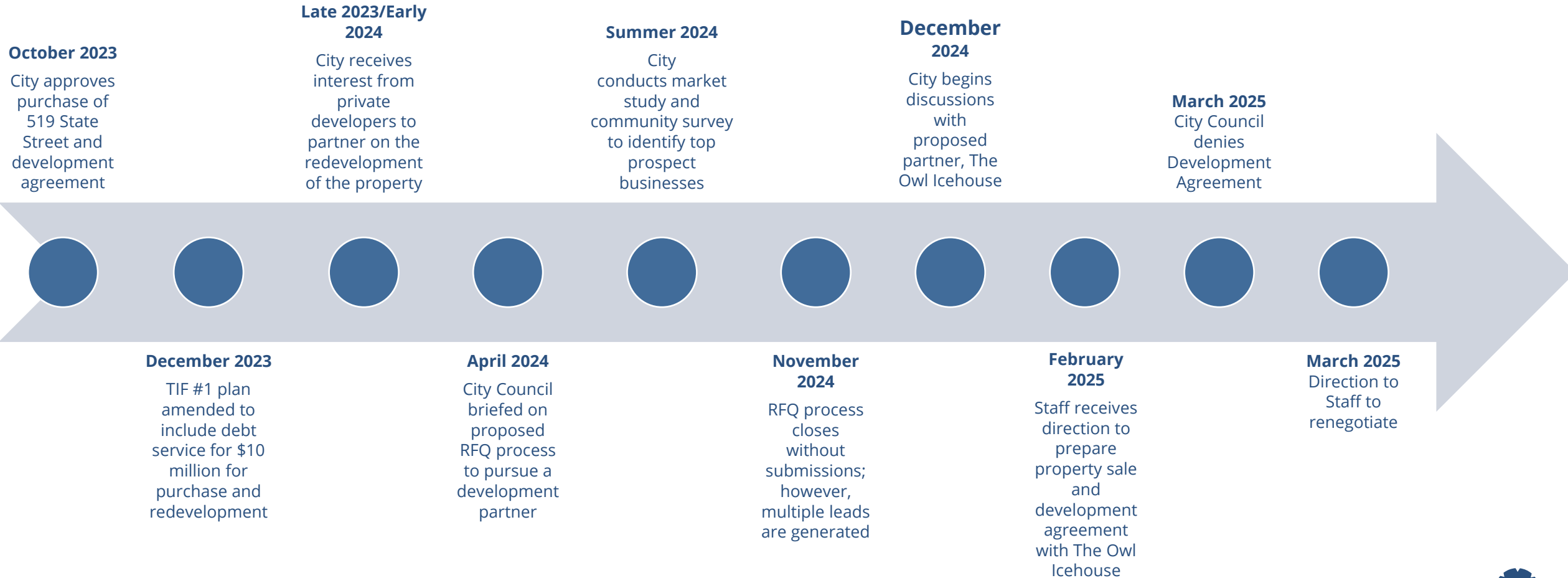


- ✓ **Create Destinations, i.e. The Bankhead Cultural Arts District**
- ✓ **Downtown Revitalization**
- ✓ **Promote and Encourage Redevelopment of Underutilized and Low Value Parcels**
- ✓ **Improve City Image and Perception**
- ✓ **Enhance Physical Appearance**

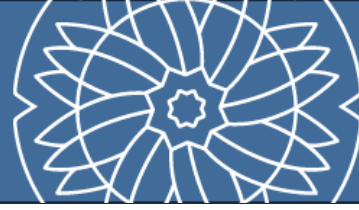
Project Timeline



“It is the City’s intention to operate, or cause to operate, the Facility as an event center, catering facility, restaurant, or any similar type entertainment service.”

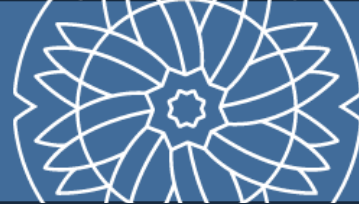


Project Vision



- Continue the revitalization of **Downtown Garland** within the **Bankhead Cultural Arts District**
- Activate a building vacant for 30 years, transforming it into a community asset
- Foster economic vibrancy and attract **repeat**, return **visitation** through destination-driven development
- Partner with a **dynamic development team** that has a **proven track record** in building downtown destinations that function as **economic drivers**
- Strengthen downtown's position as a walkable, inviting, and culturally rich environment
- **Owl Icehouse** brings a **locally rooted, experience-driven restaurant concept** that complements the historic character of the district
- Add **new energy, gathering space, and extended hours of activity** to the area

Project Structure



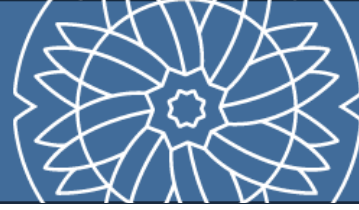
- The City owns 519 State Street and is proposing a partnership with The Owl Icehouse to redevelop it into a restaurant and entertainment space.
 - Purchase Price: \$740,000 to be paid to the City by developer based on 2023 and 2025 appraisal
- The Owl Icehouse:
 - 13,000 square feet, including 2nd story overlooking the Square
 - Includes rentable event space available to the public
 - Establishes physical connection, corridor to the Plaza Theatre and elevates hospitality experience for eventgoers
 - Honors conditions from existing development agreement



CONCEPTUAL RENDERING - DRAFT



Proposed Incentive Structure



Core Strategy: Phased, performance-based approach that balances early support with accountability

Key Components

Development Team Commitments

- **\$3,840,000**
 - Purchases 519 State Street at market value (**\$740,000**)
 - Invests **\$2.5 million** in real property improvements
 - Invests **\$600,000** in furniture, fixtures, and equipment (FF&E)

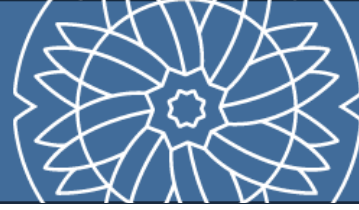
City Reimbursement: Post-Construction

- **\$500,000** one-time payment
- Issued upon construction completion, Certificate of Occupancy, and 30 consecutive days of operational

City Incentive: Annual Performance-Based

- **\$40,000/year** for up to 5 years (**not to exceed \$200,000 total**)
- Contingent upon achieving **BOTH**:
 - \$2M in appraised real property value (building + land only)
 - \$2M in gross annual sales
- *Annual incentive equates to 1% of annual economic performance expected from the project.*

Proposed Incentive Structure

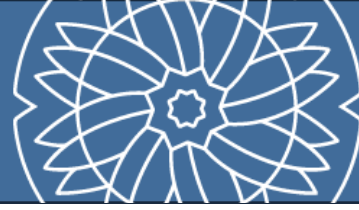


Approach:

- Aligns public investment with measurable economic return
- Reduces risk through annual performance checkpoints
 - Deadline for demolition, build out, and commencing business operations
 - Expected economic performance in property value and gross sales
- Supports activation of a long-vacant, historic property

Fiscal Framing:

- Total incentive capped at **\$700,000**
 - \$53.85 per SF
 - \$500,000 issued post-construction
 - \$200,000 distributed over five years based on performance
 - *Annual performance incentive = 1% of expected annual economic performance*
- Proposed incentive is structured to be measurable, time-bound, and performance-based.
- **\$8 million** previously allocated for the redevelopment of 519 State Street in the TIF#1 Project & Finance Plan is eligible to be reprogrammed for other uses in TIF #1.



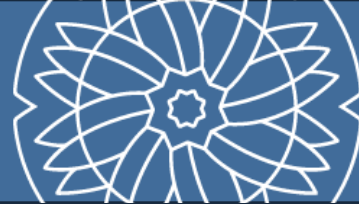
Prior incentive to a catalyst restaurant:

- Fortunate Son: \$500,000 or **\$67.45** per SF (7,413 SF)
- The Owl Icehouse: **\$53.85** per SF (\$740,000 / 13,000 SF)

Downtown Façade and Revitalization Program:

- Approximately \$1.1 million in approved grants to date

Financial Analysis



20 Year Analysis

	Option 1: Owl Icehouse	Option 2: City Owned Event Space
Revenue ⁽¹⁾	\$2,275,000	\$5,275,000
Expenditures ⁽²⁾	\$1,900,000	\$(17,875,000)
Net Revenue Over 20 Years	\$375,000	\$(12,600,000)
Breakeven/Payback	17 Years	N/A

Notes:

- 1) Option 1 Revenue includes \$740,000 purchase price, average annual Property Tax Revenue of \$34,500, and average sales tax revenue of \$46,000. Option 2 includes revenue estimates for a City run event space derived from a metroplex study conducted of similar facilities.
- 2) Option 1 expenditures includes a \$700,000 incentive plus the \$1.2 million sunk cost in land. Option 2 expenditures include debt service of \$1.9 million for land plus \$8 million investment in the building contemplated in the TIF #1 Project Plan plus operating cost associated with personnel, maintenance, and operations of a City Facility.



GARLAND

Discussion

Proposed Development – 519 State Street



CONTRACT OF SALE – REAL PROPERTY

THIS CONTRACT OF SALE ("Contract") is made and entered into as of the "Effective Date" (as hereinafter defined) by and between **CITY OF GARLAND, TEXAS**, a Texas home-rule municipality ("Seller") and **The Owl Icehouse LLC**, a Texas limited liability company ("Buyer").

For and in consideration of the mutual covenants and agreements contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PURCHASE AND SALE: Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller, the Property (hereinafter defined) for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth. The "Property" shall mean real property commonly known as **519 State Street, Garland, Dallas County, Texas, and more particularly described as**

Being Lot 1, Block 1, of Jones Downtown Addition, an Addition to the City of Garland, Texas, according to the plat thereof recorded in County Clerk Instrument No. 201300301208, of the Official Public Records of Dallas County, Texas ("Property"),

together with all right, title and interest of Seller, if any, in and to (i) any and all improvements and buildings owned by Seller located on such Property (if any), (ii) any and all singular rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining to the Property, including, without limitation, any right, title and interest of Seller in and to adjacent public roadways or public alleys, rights of ingress and egress and any reversionary interests thereto, and (iii) strips and gores between the Property and abutting properties.

2. CONTRACT SALES PRICE: The purchase price for the Property shall be **Seven hundred forty thousand and no/100 dollars (\$740,000.00)** ("Sales Price"), payable by Buyer in cash at Closing. "Payable in cash" shall mean by cashier's check or certified check drawn on a national banking association acceptable to Seller, or by wire transfer of immediately available federal funds ("Immediately Available Funds"). Concurrently, with the execution of this Contract, and as additional consideration for this Contract, Seller and Buyer will execute a Disposition and Development Agreement, attached hereto as Exhibit "A" and incorporated herein for all purposes.
3. EARNEST MONEY: Within five (5) business days of the Effective Date, Buyer shall deliver this fully executed Contract to **Teresa Myers, Mutual Title LLC, 2611 N. Belt Line Rd., Ste. 162, Sunnyvale TX 75182, (214) 712-8151** ("Title Company"), as escrow agent, along with an amount equal to **Ten Thousand and 00/100 Dollars (\$10,000.00)** (by Immediately Available Funds) as earnest money, which funds shall be deposited and held by the Title Company in an interest-bearing account, such sum and the interest accrued thereon being hereafter referred to as "Earnest Money". In the event the transaction contemplated by this Contract is closed, the Earnest Money will be applied in payment of the Sales Price to be paid at Closing. In the event the transaction contemplated by this Contract is not closed, the Earnest

Money shall be disbursed in accordance with the provisions of this Contract. If Buyer does not timely deliver the Earnest Money, or if the Title Company is not immediately able to obtain good funds in respect of the Earnest Money, Seller may, at its option, terminate this Contract. Upon request from the Title Company, Seller and Buyer will enter into such escrow agreement as Escrow Agent may reasonably request and will jointly and severally hold the Title Company harmless with respect to the performance of its duties as escrow agent, except to the extent caused by the gross negligence or willful misconduct of the Title Company.

4. FEASIBILITY STUDY AND INSPECTION:

(a) Seller shall deliver to Buyer within thirty (30) days after the Effective Date any 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 be relied upon by or certified to Buyer, and nothing in this Section 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. Buyer, at its sole cost, liability, and expense, is granted the right to conduct engineering, market and economic feasibility studies of the Property, and/or a physical inspection of the Property, including studies or inspections to determine the existence of any environmental hazards or conditions (collectively, "Feasibility Study") during the period ("Feasibility Period") commencing on the Effective Date and ending at 5:00 p.m., Dallas, Texas time, on that date that is **Thirsty (30) days thereafter**. Parties may agree to extend the Feasibility Period in writing. Buyer or its designated agents may enter upon the Property for purposes of analysis or other tests and inspections which may be deemed necessary by Buyer for the Feasibility Study; provided however,

(b) If Buyer's inspections, investigations, studies or tests disclose the existence of any Hazardous Materials in, on or under the Land, then Buyer may either:

1. Terminate this Contract) by written notice to Seller prior to the expiration of the Feasibility Period, 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 this Contract is not terminated in the manner and within the time provided in this Section 4, the condition provided in this Section 4 and any and all objections with respect to the Feasibility Study shall be deemed to have been satisfied and/or waived by Buyer for all purposes, and it shall be conclusively presumed that Buyer (i) has approved the Diligence Documents, any surveys obtained, and the condition of title and condition of the Property, (ii) has acknowledged and agreed that Buyer has been given adequate access to inspect the Property, (iii) has acknowledged that it has the full and complete knowledge necessary to purchase the Property, or has chosen not to obtain the full and complete knowledge, although provided with the opportunity by Seller, and (iv) has conducted, or had the opportunity to conduct, sufficient examination of the building, building envelope, building systems, building grounds, building components and

surrounding conditions including but not limited to soils and the environmental condition of the Property.

(d) The Feasibility Study shall be at Buyer's sole cost and expense. Buyer shall promptly restore the Property, at its sole cost and expense, to its original condition if damaged or changed due to the tests and inspections performed by Buyer, free of any mechanic's or materialman's liens or other encumbrances arising out of any of the inspections or tests. In the event that Buyer terminates this Contract pursuant to this Section 4, or this Contract is terminated due to a default of Buyer, Buyer shall provide Seller, at no cost to Seller, with a copy of the results of any tests and inspections made by Buyer, excluding any market and economic feasibility studies. **BUYER HEREBY INDEMNIFIES, DEFENDS AND HOLDS SELLER HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), ACTIONS AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THE FEASIBILITY STUDY PERFORMED BY BUYER, ITS AGENTS, CONTRACTORS, SERVANTS AND/OR EMPLOYEES. BUYER FURTHER WAIVES AND RELEASES ANY CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION OR OTHER REMEDIES OF ANY KIND WHATSOEVER AGAINST SELLER FOR PROPERTY DAMAGES OR BODILY AND/OR PERSONAL INJURIES TO BUYER, ITS AGENTS, CONTRACTORS, SERVANTS AND/OR EMPLOYEES ARISING OUT OF THE FEASIBILITY STUDY OR USE IN ANY MANNER OF THE PROPERTY, UNLESS DUE TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SELLER, ITS AGENTS, EMPLOYEES AND/OR CONTRACTORS. NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, THE PROVISIONS OF THIS SECTION 4 SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS CONTRACT.**

(e) Buyer shall have the right to extend the Feasibility Period for one (1) period of thirty (30) days ("Extension Period") upon written notice to Seller and deposit into escrow with the Title Company prior to expiration of the Feasibility Period, the sum of **Ten Thousand and 00/100 Dollars (\$10,000.00)** ("Extension Payment"). The Extension Payment shall be deposited with the Title Company and become part of the Earnest Money. The Extension Payment shall be applicable to the Sales Price at Closing.

5. CLOSING: The closing of the sale of the Property to Buyer and consummation of the transaction(s) contemplated by this Contract ("Closing") shall take place at the offices of the Title Company in Sunnyvale, Texas on the date ("Closing Date") no later than ten (10) days after the expiration of the Feasibility Period unless such date is changed in writing by Seller and Buyer. However, notwithstanding anything in this Contract to the contrary, the Closing will be on or before June 30, 2025, unless Seller and Buyer agree to extend the Closing in writing.

(a) At the Closing, Seller shall deliver to Buyer, at Buyer's sole cost and expense, the following:

(i) a duly executed and acknowledged Special Warranty Deed ("Deed") in substantially the same form as shown on Exhibit "A" attached hereto and made a part hereof, conveying good and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, easements, and assessments, except for the Permitted Exceptions

(hereinafter defined) and any others approved by Buyer in writing;

(ii) possession of the Property, upon funding, and subject to the Permitted Exceptions existing at Closing;

(iii) a non-foreign affidavit as permitted by Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder;

(iv) evidence of Seller's capacity and authority for the closing of this transaction as may be reasonably required by the Title Company;

(v) such other documents as may be reasonably required to close this transaction, duly executed by Seller.

(b) At the Closing, Buyer shall perform and deliver to Seller, at Buyer's sole cost and expense, the following:

(i) the Sales Price in Immediately Available Funds;

(ii) evidence of Buyer's capacity and authority for the closing of the transaction contemplated herein; and

(iii) such other documents as may be reasonably required to close this transaction duly executed by Buyer.

(c) Seller shall pay all other closing costs, including without limitation, the cost of an owner policy of title insurance, any new or updated survey, recording fees, tax certificate fees, and all escrow fees and title charges.

(d) All ad valorem real estate taxes and assessments levied or assessed against the Property (including, without limitation, any rollback taxes) shall be prorated according to the calendar year as of the Closing Date, based on the most recent tax bill for the Property. Such prorations shall be adjusted after Closing, based upon the actual tax bill. This Section 5(d) shall survive Closing.

6. TITLE APPROVAL:

(a) Title Commitment. Seller shall obtain, at Seller's sole cost and expense, and deliver copies to Seller, a Commitment for Title Insurance ("Commitment"), and legible copies of instruments referenced in the Commitment, within thirty (30) days after the Effective Date.

(b) Survey. Within fifteen (15) days after the Effective Date, Seller will provide Buyer a copy of Seller's most recent survey of the Property. If Seller's existing survey is not satisfactory to Buyer or the Title Company, then Buyer will obtain, and deliver a copy to Seller, a new or updated survey ("Survey") at Buyer's sole cost and expense within thirty (30) days after the Effective Date.

(c) Buyer's Objections. If Buyer has an objection to items disclosed in the Commitment or Survey, Buyer shall have thirty (30) days after receipt of the last of the

Commitment and Survey ("Title Objection Deadline"), to give Seller written notice of its objections ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Commitment and Survey to which Buyer has made no Title Objection by the Title Objection Deadline, and any exception to the Commitment or Survey not timely objected to by Buyer shall become a Permitted Exception, as set forth below.

(d) Seller's Cure. If Buyer gives timely written notice of any Title Objections, Seller shall have the opportunity, but not an obligation, for thirty (30) days from the date of Seller's receipt of the Title Objections to cure same. If Seller elects to cure a Title Objection, Seller will utilize reasonable diligence to cure such Title Objections, provided however, 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 cured 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.

(e) Permitted Exceptions. The phrase "Permitted Exceptions" shall mean (i) standard printed exceptions contained in the promulgated form of title policies in Texas; (ii) real estate taxes and assessments not yet due and payable, (iii) documents or agreements contemplated by the terms of this Contract, (iv) matters arising from acts of or at the direction of Buyer, its consultants or any of their respective agents, representatives or employees, and (v) those exceptions to title set forth in the Commitment, Deed, or Survey and which have been accepted or deemed accepted by Buyer. The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements will be amended to read "shortages in area" at the expense of Buyer.

(f) Mandatory Cure Items. Notwithstanding the foregoing and regardless of any applicable Title Objections, (i) Seller agrees to cure prior to or upon Closing any liens affecting the Property created by Seller, other than those created by or on behalf of Buyer, and (ii) 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).

7. BROKER'S FEE: Buyer and Seller represent and warrant to each other 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. Buyer and Seller shall indemnify, defend and hold each other 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 party 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 Section 7 shall survive the Closing or any termination of this Contract.

8. LIMITATION OF SELLER'S REPRESENTATIONS AND WARRANTIES: EXCEPT AS OTHERWISE SPECIFICALLY STATED IN SECTION 12 OF THIS CONTRACT, AND EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED TO BE DELIVERED BY SELLER AT THE CLOSING, SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ANY OR ALL APPLICABLE LAWS, RULES OR REGULATIONS; AND (ii) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION IN COMPLIANCE WITH ANY LAWS, ORDINANCES, ORDERS, RULES OR REGULATIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER THE PROPERTY OR ANY PORTION THEREOF. BUYER ACKNOWLEDGES THAT IT WILL INSPECT THE PROPERTY AND BUYER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS," "WHERE IS" BASIS AND WITH ALL FAULTS, AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE SPECIFIED IN SECTION 12 HEREIN, AND EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED TO BE DELIVERED BY SELLER AT THE CLOSING, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR STATUTORY, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

The provisions of this Section 8 shall survive the Closing.

9. DEFAULT:

(a) Unless otherwise provided for herein, if the transaction contemplated hereby is not consummated by reason of Buyer's breach or other failure to timely perform all obligations and conditions to be performed by Buyer, and such breach or other failure is not due to default, breach and/or failure by Seller hereunder, then Seller may, as Seller's sole and exclusive remedy, terminate this Contract and receive the Earnest Money as liquidated damages. Buyer and Seller hereby agree that actual damages would be difficult or impossible to ascertain and such amount is a reasonable estimate of the damages for such breach or failure.

(b) If the transaction contemplated hereby is not consummated by reason of Seller's breach or other failure to timely perform all obligations and conditions to be performed by Seller, such breach or other failure is not cured within ten (10) days of Seller's receipt of written notice of such breach from Buyer, and such breach or other failure is not due to default, breach and/or failure by Buyer hereunder, then Buyer may, as its sole and exclusive remedy, either (i) enforce specific performance of Seller's obligations hereunder, provided that Buyer asserts such claim for specific performance within thirty (30) days from the scheduled Closing Date, or (ii) terminate this Contract and receive the Earnest Money; provided, however, notwithstanding anything to the contrary contained in this Contract, under no circumstances shall Buyer be permitted or entitled to file a claim of lis pendens against the Property. Buyer hereby waives and releases to the greatest extent allowed by law all other claims, causes of action or remedies against Seller arising under or in connection with this Contract, and Seller shall not be liable to Buyer for any type of incidental, punitive, special, exemplary, reliance, indirect or consequential damages, regardless of the foreseeability of such damages. No trustee, beneficiary, director, officer, shareholder, employee, advisor, agent, attorney, or manager in or of Seller (each, a "Seller Party") has any personal liability, directly or indirectly, under this Contract. Buyer and Buyer's successors and assigns and all other interested parties are entitled only to, and shall only look to, Seller's interest in the Property (and the proceeds thereof) for the payment of any claim or for any performance, and Buyer waives all other rights relating thereto. These limitations are in addition to, and not in limitation of, any other Seller limitation of liability.

(c) Except as otherwise expressly provided in this Contract, the rights and remedies set forth in this Section 9 shall be the sole and exclusive remedies available to Seller and Buyer in the event of a breach or default by the other party of this Contract.

10. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby represents to Buyer, that to Seller's current actual knowledge, no special investigation or inquiry having been made:

(a) That the persons executing this Contract on behalf of Seller have full power and authority to execute this Contract, and to bind Seller to the terms hereof;

(b) With the exception of Seller, there are no parties in possession of any portion of the Property;

(c) Seller has, or on or before the Closing Date will have, the corporate power and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and that all requisite corporate action necessary to authorize Seller to enter into this Contract and to carry out Seller's obligations hereunder has been, or on or before the Closing Date will have been taken;

(d) Seller has not received written notice of (i) any pending or threatened litigation which would materially and adversely affect the Property, or (ii) governmental proceeding which would materially and adversely affect the Property; and

(e) Seller is not a foreign person, as that term is defined in Section 1445 and 7701 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

(f) If any representation or warranty above is known by Buyer prior to Closing to be untrue and is not remedied by Seller prior to Closing, Buyer may as Buyer's sole and exclusive remedy, either (i) terminate this Contract whereupon 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 (ii) waive its objections and close the transaction. The foregoing representations and warranties shall not survive the Closing.

11. CONDEMNATION: If, prior to the Closing Date, Seller receives written notice that condemnation proceedings are being commenced against any material portion of the Property, then Seller shall promptly notify Buyer of such condemnation, and Buyer shall thereafter have, as its sole and exclusive remedy: (a) the option to terminate this Contract within three (3) business days following receipt of said notice by Seller of such event, in which case the parties shall have no further rights or obligations hereunder except as expressly provided herein, and the Earnest Money shall be returned to Buyer, or (b) if Buyer does not elect to terminate this Contract, this Contract shall remain in full force and effect, and in such event Seller shall assign to Buyer any and all condemnation proceeds of such condemnation of the Property, and Buyer shall take title to the Property with the assignment of such proceeds and subject to such condemnation of the Property without reduction of the Sales Price. If Buyer does not elect to terminate within said three (3) business day period following such notice by Seller, Buyer shall be deemed to have waived all rights to terminate pursuant to this Section 11 and this Contract shall remain in full force and effect.

12. REPRESENTATIONS AND WARRANTIES OF BUYER: Buyer represents and warrants to Seller, which representations and warranties shall be deemed made by Buyer to Seller as of the Effective Date and also as of the Closing Date:

(a) Buyer has the full right, power, and authority to purchase the Property as provided in this Contract and to carry out Buyer's obligations hereunder, and that all requisite action necessary to authorize Buyer to enter into this Contract and to carry out Buyer's obligations hereunder has been, or on or before the Closing Date will have been, taken.

(b) There are no actions, suits, claims or other proceedings pending or, to the best of Buyer's knowledge, contemplated or threatened against Buyer that could affect Buyer's ability to perform its obligations when and as required under the terms of this Contract.

(c) Buyer is not, and will not become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control, Department of the Treasury of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list), or under any statute, executive order (including the September 24, 2002, Executive Order blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action and is not and will not engage in any dealing or transaction or be otherwise associated with such persons or entities.

(d) Notwithstanding anything herein to the contrary, any breach by Buyer of any of the foregoing representations or warranties shall constitute a default by Buyer hereunder, and Seller may thereupon, at its option, terminate this Contract by giving written notice thereof, in which

event the Earnest Money shall be paid to Seller as liquidated damages, and neither Buyer nor Seller shall have any further rights or liabilities hereunder, except as otherwise provided herein.

13. MISCELLANEOUS:

(a) Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) when personally delivered, (ii) five (5) days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and properly addressed, (iii) when deposited with a nationally recognized overnight courier service, charges prepaid, and properly addressed for delivery on the next business day, or (iv) upon sending the e-mail to the applicable party's designated e-mail address if sent before the close of business, or the next day if sent by e-mail after the close of business; provided, however, that if a notice is sent by e-mail, the party sending the notice also must send, on the date that the e-mail is sent, a confirmation copy of the notice by one of the other methods set forth in this Section 13(a) (or else such e-mail notice is void). For purposes of this subsection, the addresses of each party shall be that set forth below the signature of such party hereto with a copy to the other addressees set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten (10) days prior written notice of such change to the other party hereto in the manner prescribed herein.

(b) This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

(c) This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(d) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, in lieu of any such invalid, illegal or unenforceable provision there shall be automatically added to this Contract a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(e) THIS CONTRACT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS CONTRACT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS CONTRACT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS CONTRACT. THE PROVISIONS OF THIS CONTRACT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS CONTRACT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS CONTRACT. THERE IS NO CONDITION

PRECEDENT TO THE EFFECTIVENESS OF THIS CONTRACT OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT.

(f) The parties may amend this Contract only by a written agreement of the parties that identifies itself as an amendment to this Contract.

(g) Time is of the essence with this Contract.

(h) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(i) The parties may execute this Contract in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by e-mail is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement.

(j) Intentionally Deleted.

(k) The parties hereto acknowledge that the parties and their respective counsel have each reviewed and revised this Contract, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

(l) Whenever any determination is to be made or action to be taken on a date specified in this Contract, if such date shall fall upon a Saturday, Sunday or holiday observed by federal savings banks in the State of Texas, the date for such determination or action shall be extended to the first business day immediately thereafter.

(m) Except as to those obligations which specifically survive the Closing, all of Seller's other obligations hereunder shall merge with the Deed.

14. ASSIGNMENT: Buyer may not assign this Contract to any party or entity, without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion. Notwithstanding anything in this Section 14 to the contrary, Buyer may assign this Contract without Seller's consent to: (i) any entity controlling, controlled by or under common control with Buyer; and (ii) any successor or newly created entity in the event of a merger or consolidation involving Buyer; provided, however, that in the event of such an assignment, Buyer shall not be relieved of its obligations hereunder. Buyer shall notify Seller of any assignment no later than ten (10) business days prior to the Closing Date. Seller reserves the unilateral right, exercisable in Seller's sole discretion at any time prior to the Closing Date without the necessity of obtaining Buyer's consent, to convey the Property to an affiliate of Seller ("Permitted Assignee"). The Permitted Assignee shall expressly assume in writing all of Seller's duties and obligations under this Contract, and the original party designated as the Seller shall thereafter be released from all duties and obligations hereunder. Buyer agrees to close the transaction contemplated herein with the Permitted Assignee, subject to the terms and conditions of this Contract.

15. **NONREFUNDABLE CONSIDERATION:** Notwithstanding anything seemingly to the contrary contained herein, if the Earnest Money is returned to Buyer for any reason other than due to Seller's default hereunder, the sum of \$100.00 shall be retained by Seller as independent consideration ("**Independent Consideration**") for Seller's agreement to sell the Property to Buyer in accordance with the terms and conditions provided herein. The Independent Consideration shall be applied against the Sales Price at Closing.

16. **WAIVER OF CONSUMER RIGHTS:** BUYER, AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION (WHICH COUNSEL WAS NOT DIRECTLY OR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY SELLER OR ANY AGENT OF SELLER) HEREBY VOLUNTARILY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT (SECTION 17.41, *ET SEQ.*, BUSINESS AND COMMERCE CODE), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. BUYER HEREBY ACKNOWLEDGES TO SELLER THAT BUYER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.

17. **NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES:** If for the current ad valorem tax year, the taxable value of the Property is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the land is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent year, and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

18. **TENANTS:** Seller must relocate any tenants of the Property at its sole cost, expense, and liability prior to Closing.

19. **EFFECTIVE DATE:** The "**Effective Date**" of this Contract shall be the date an original of this Contract (or original counterparts of this Contract) are executed by both Seller and Buyer.

20. **WAIVER OF JURY TRIAL:** EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the Effective Date.

BUYER:

THE OWL ICEHOUSE, LLC

By: _____

Name:

Title:

Email:

Date: _____, 2025

Address:

110 E. Louisiana Street
McKinney, TX 75069

SELLER:

CITY OF GARLAND, TEXAS

By: _____

Name: Judson Rex

Title: City Manager

Date: _____, 2025

Address:

PO Box 469002
Garland, Texas
Attention: Jud Rex
jrex@garlandtx.gov

TITLE COMPANY:

Receipt of \$10,000.00 Earnest Money is
acknowledged in the form of

MUTUAL TITLE COMPANY

By: _____

Name: _____

Title: _____

Date Signed: _____, 20__

EXHIBITS:

- Exhibit "A" - Disposition and Development Agreement
- Exhibit "B" - Special Warranty Deed

EXHIBIT “B”
(DEED)

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

SPECIAL WARRANTY DEED

That **CITY OF GARLAND, TEXAS**, a Texas home-rule municipality (“Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor by THE OWL ICEHOUSE, LLC, a Texas limited liability company (“Grantee”), whose address is 110 E. Louisiana Street, McKinney, TX 75069, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, all of the real property in Dallas County, Texas, which is more particularly described on **Exhibit “A”** attached hereto and made a part hereof for all purposes, together with all right, title and interest of Seller, if any, in and to (i) any and all improvements and buildings owned by Seller located on such Property (if any), (ii) any and all singular rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining to the Property, including, without limitation, any right, title and interest of Seller in and to adjacent public roadways or public alleys, rights of ingress and egress and any reversionary interests thereto, and (iii) strips and gores between the Property and abutting properties., (collectively, “Property”).

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 itself, its 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 Property or any part thereof, by, through or under Grantor, but not otherwise.

Effective as of the ____ day of _____, 2025.

GRANTOR:

CITY OF GARLAND, TEXAS

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT:

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State aforesaid, on this day personally appeared **Scott LeMay**, known to me to be the person whose name is subscribed to the foregoing instrument for and as mayor of **CITY OF GARLAND, TEXAS**; and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

Notary Public in and for Dallas County, Texas

EXHIBIT "A" TO DEED
(Legal Description)

Being Lot 1, Block 1, of Jones Downtown Addition, an Addition to the City of Garland, Texas, according to the plat thereof recorded in County Clerk Instrument No. 201300301208, of the Official Public Records of Dallas County, Texas.

DISPOSITION AND DEVELOPMENT AGREEMENT

This Disposition and Development Agreement (“Agreement”) is made by and between the **City of Garland, a Texas home-rule municipality** (“City”), and **The Owl Icehouse, LLC, a Texas limited liability company**, its successors and assigns, (“Developer”) acting by and through their respective authorized officers. The City and Developer are referred to individually in this Agreement as a “Party” and together they are referred to as the “Parties.”

ARTICLE I

RECITALS

The City and Developer each acknowledge and agree that the following recitals are true and correct and that the same are incorporated herein and are a material part of this Agreement:

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

WHEREAS, Developer intends to repair, renovate, and improve commercial space at 519 State Street to create a restaurant/entertainment space for the operation of a restaurant and event business, on a certain tract of land within the City of Garland, Dallas County, Texas (“Property”), being further described in Exhibit A, which is attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Developer intends to (1) purchase the Property from the City in the amount of **\$740,000.00**, (2) invest approximately **\$2,500,000.00** in new real property improvements, and (3) invest approximately **\$600,000.00** in furniture, fixtures, and equipment at the Property consistent with the Concept described in below Section 3.02 (“Project”); and

WHEREAS, the Project will result in new economic development in the City, including serving as a catalyst for further, perhaps related development in the area; will increase tax revenues because of investments in real property, business personal property, and taxable sales within the City; and increases in the number of new jobs; and

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

WHEREAS, the Developer has advised the City that a contributing factor of inducing the Developer to develop the Property is an agreement by the City to provide an economic development incentive to the Developer as set forth herein; and

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

WHEREAS, the City has determined, based on information presented to it by the Developer, that making an economic development incentive grant to the Developer in accordance with this Agreement furthers the City's economic development goals and will: (i) promote the economic development objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) advance local economic development and stimulate business and commercial activity in the City; and

WHEREAS, City hereby finds that this Agreement embodies an eligible Program (defined below) and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City;

NOW, THEREFORE, the Developer and the City make and enter into this Agreement in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Developer and the City, and agree as follows:

ARTICLE II

DEFINITIONS

Section 2.01. "Economic Development Incentive Payment Request" has the meaning set forth in Section 4.02.

Section 2.02. "Performance Rebate Period" means the period of time, as more fully described in below Article III, during which Developer is eligible for Performance Rebate Payments.

Section 2.03. "Performance Rebate Payments" means the City's payments to Developer in the form of rebate payments for Qualified Hard Costs (as defined below) expended by Developer and for which a Performance Rebate Payment is requested by Developer in accordance with Article IV.

Section 2.04. "Program" means the economic development program for the Project established by the City pursuant to Texas Local Government Code Chapter 380 to promote economic development and stimulate business and commercial activity within the City as represented by the terms of this Agreement.

Section 2.05. "Project" has the meaning described in the Recitals to this Agreement.

Section 2.06. "Property" has the meaning described in the Recitals to this Agreement.

Section 2.07. "Qualified Hard Costs" means expenditures actually paid by Developer during the Performance Rebate Period for improvements made to the Property, as further described in below Section 3.01.

ARTICLE III

COMMENCEMENT, COMPLETION AND OPERATION OF THE PROJECT

Section 3.01. Commencement of the Project. Developer shall develop and construct an approximate 13,000 square foot restaurant on the Property with a minimum investment of **\$2,500,000.00** for real property improvements and approximately **\$600,000.00** in furniture, fixtures, and equipment.

Section 3.02. Concept of the Project. The Parties agree that the Project shall be a family-oriented restaurant and event space, with appeal to young families, and features affordable food with burgers, and Texas country cooking primarily prepared onsite. A more detailed concept of the Project is attached hereto as Exhibit B and incorporated herein by reference.

Section 3.03. Commencement of Operation. Developer shall substantially complete the demolition and build out of the Project on or before **August 1, 2026**, and Developer shall have obtained all necessary building permits and Certificates of Occupancy (or applicable equivalent) and commenced operation of the Project, on the Property on or before said date.

Section 3.04. Compliance with Prior Development Agreement. The City has given Developer notice of that certain Disposition and Development Agreement of October 28, 2023 (“DDA”), entered into between the City and the prior owner of the Property. Developer acknowledges the DDA and agrees to comply with the terms therein related to the Project, including but not limited to the following:

- a. Developer’s architect shall meet with Ron Hobbs Architecture & Interior Design to review design and construction plans.
- b. The City shall have the opportunity to establish a design team to work with Developer’s architect and make recommendations related to the concept and design of the Project.
- c. One representative of the Jones’ family shall be given the opportunity to serve as a member of the City’s design team to make recommendations.
- d. Once construction commences, the representative of the Jones’ family shall receive timely notice of, and be entitled to participate in regularly scheduled owner, architect, contractor (OAC) construction meetings between the City and Developer. However, although the Jones’ family representative may attend ad hoc meetings between the City and Developer, the City is not obligated to provide Seller notice of such meetings.
- e. The development plans shall include a private dining room or private office in the building and Developer shall make this room or office available to Chad Jones twice per calendar month, during regular business hours, subject to availability, and in coordination with restaurant management.

f. The Jones' family shall be entitled to any materials from the building that are removed as part of construction. This would include the face brick from the front of the building and select wood from the interior demolition. To accommodate this provision and not interfere with demolition or construction activities on the Property, the Jones' family shall schedule and meet with a representative of the City Manager's Office and the Developer, to conduct a walk-through of the Property and identify any materials the Jones' family desires to retain during demolition of the Property. The City shall set aside the identified materials and deliver them to a location determined by the Seller within the City of Garland.

Section 3.05. Dedication Plaque. Developer agrees to placing an approximate 16" by 16" bronze plaque on the front of the building on one of the large endcap columns that details the history of the building as well as the Jones' family's association with the building.

Section 3.06. Performance Period. The Performance Rebate Period, during which Developer is eligible to receive Performance Rebate Payments for a portion of the Qualified Hard Costs shall extend from the Effective Date of this Agreement through the date when the Project becomes operational, however under no circumstances shall the Performance Rebate Period extend past **December 31, 2026**.

Section 3.07. Continued Operation of Business. Once the Project becomes operational consistent with the Concept (as more particularly described within Exhibit B), Developer shall continuously lease, operate, maintain, and manage it, or make diligent commercial efforts to lease, operate, maintain, and manage the Project on the Property until at least **July 31, 2031**.

ARTICLE IV

OBLIGATIONS OF THE CITY

Section 4.01. Conveyance of Real Property.

a. City agrees to convey the Property to Developer in the amount of **\$740,000.00** pursuant to the terms and conditions of this Agreement and of that certain Contract of Sale between the Parties executed contemporaneously with this Agreement.

b. In the event operations are not commenced (as described in above Section 3.03) by **December 1, 2026**, Developer agrees to convey the Property back to the City for fair market value, on or before **June 30, 2027**. Once conveyed, Developer, or its successor or assigns, shall have the right to remain on the Property for a term of 36-months, pursuant to a triple-net, fair market value lease.

c. In the event Developer decides to sell the Property (real property), to a third-party before **July 31, 2031**, the City shall have the right to step in the place of any buyer that provides a qualifying offer to purchase the real property. The City shall have a period of thirty (30) days to accept and continue the terms of the buyer's offer and, if accepted, shall

be given sixty (60) days to close on the Property. This right of first refusal shall only extend to the real property and improvements, and is not inclusive of the business being operated on the Property. In the event the Developer intends to sell both the business and the real property, and the City exercises its right of first refusal to purchase the Property, the purchaser of the business shall have the right to remain on the Property for the purposes of operating the Project, for a term of 36-months, pursuant to a triple-net, fair market value lease.

Section 4.02. Performance Rebate Payments. Subject to the requirements and limitations of this Article, the other terms and conditions of this Agreement, and Developer's compliance with its obligations under this Agreement, the City shall make Performance Rebate Payments to Developer in accordance with this Article during the Performance Rebate Period:

- a. The City shall make a one-time rebate payment to Developer in an amount not to exceed **\$500,000.00** to reimburse Developer for a portion of the Qualified Hard Costs actually paid by Developer, which were expended for physical improvements that were actually made to the Property during the Performance Rebate Period.
- b. The City shall not be obligated to make Performance Rebate Payments until the Commencement of Operation (as described in above Section 3.03) and 30 consecutive business days of operating the Project as described herein.

Section 4.03. Operational Performance-based Incentives. Subject to the requirements and limitations of this Article, the other terms and conditions of this Agreement, and Developer's compliance with its obligations under this Agreement, the City shall make Operational Performance-based Incentive Payments to Developer in accordance with this Article:

- a. The City shall pay Developer up to **\$200,000.00** in performance-based incentives over a 5-year period, terminating on the 5th anniversary date of the date of Commencement of Operations, in separate payments of **\$40,000.00** per year.
- b. The operational Performance-based incentive payments are contingent upon (1) DCAD appraising the real property in an amount that exceeds **\$2,000,000.00** (improvements and land only) for each corresponding year a performance-based incentive is requested by Developer, and (2) the restaurant and event business grossing **\$2,000,000.00** in annual sales on the Property for each corresponding year a performance-based incentive is requested by Developer.

Section 4.04. Process for Payment. Upon Commencement of Operations (as described in above Section 3.03), Developer may request Performance Rebate Payments and Performance-based Incentive Payments by written application submitted to the City. The City shall not be required to make either Performance Rebate Payments or Performance-based Incentive Payments until:

- a. the Developer submits to the City a payment request together with all information required to verify Developer's material compliance with its obligations under this Agreement and performance requirements; and
- b. funds are appropriated by the Garland City Council for the specific purpose of making a Performance Rebate Payments and Performance-based Incentive Payments under this Agreement as part of the City's ordinary budget and appropriations approval process or through any subsequent appropriation.

Provided that the foregoing conditions have been satisfied and Developer is otherwise in compliance with this Agreement, the City shall pay Developer any Performance Rebate Payments and Performance-based Incentive Payments within thirty (30) days after the last to occur of the events in above subsections a. and b. of Sections 4.03 and 4.04.

ARTICLE V

TERMINATION AND DEFAULT

Section 5.01. Events of Termination. This Agreement terminates upon any one or more of the following:

- a. by expiration of the Term; or
- b. if a party materially defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, rebates, damages and/or expenses shall survive the termination of the Agreement.

Section 5.02. Effect of Termination/ Survival of Obligations. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or defaults(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

ARTICLE VI

ADDITIONAL AGREEMENTS AND OBLIGATIONS

Section 6.01. Indemnification. TO THE FULLEST EXTENT ALLOWED BY TEXAS LAW, DEVELOPER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GARLAND, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS,

LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES OF ANY CONCEIVABLE CHARACTER, DUE TO OR ARISING FROM DEVELOPER'S CONTRACTUAL OBLIGATIONS TO THIRD PARTIES, INJURIES TO PERSONS (INCLUDING DEATH), OR INJURIES TO PROPERTY (BOTH REAL AND PERSONAL) RESULTING FROM DEVELOPER'S PERFORMANCE OF THIS AGREEMENT.

ARTICLE VII

PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON CITY OBLIGATIONS

Section 7.01. Personal Liability of Public Officials. No employee or elected official of the City shall be personally responsible for any liability arising under this Agreement.

Section 7.02. Limitations on City Obligations. The Performance Rebate Payments and Performance-based Incentive Payments made and any other financial obligation of the City hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the City as provided in this Agreement. Under no circumstance shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Performance Rebate Payments or Performance-based Incentive Payments unless the City budgets and appropriates funds to make such payments during the City's fiscal year in which such payments are due. If the City fails to appropriate funds to make any payment obligations hereunder, it shall immediately notify Developer of such non-appropriation and Developer may, at its sole option, terminate this Agreement, effective upon written notice to the City.

Section 7.03. No Recourse. Except for the right to terminate as provided in above Section 6.02, Developer shall have no recourse against the City for the City's failure to budget and appropriate funds during any fiscal year to meet the purposes and satisfy its obligations under this Agreement.

Section 7.04. Source of Funds. Performance Rebate Payments shall be made from annual appropriations only from such funds of the City as may be legally appropriated for the implementation of Article III, Section 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code or any other economic development or financing programs authorized by Texas law or the home-rule powers of the City. Any Performance Rebate Payment to be made by the City to the Developer shall be limited as described in this Section and shall in no event exceed the amounts actually paid by Developer or Tenant for Qualified Hard Costs on the Project.

ARTICLE VIII

INFORMATION REGARDING PERFORMANCE

Section 8.01. Information. Subject to this Article VIII, Developer shall, at such times and in such form as the City may reasonably request from Developer, provide information concerning the performance of Developer's obligations under this Agreement.

Section 8.02. Review of Developer's Records. To the extent that the City has questions about the information supplied by Developer in any report, application, filing, or other document provided under this Agreement, the Parties will engage in good faith efforts to resolve such questions and, upon the City's reasonable request, Developer will furnish or make available for inspection documentation reasonably sufficient to verify the accuracy and completeness of the report, application, filing, certification or other information, and to demonstrate the manner in which such items or their contents were calculated or prepared. If, notwithstanding the good faith efforts of the Parties to resolve any questions concerning such items, the Parties are unable to resolve such issues, during the Term and for six (6) months thereafter, the City may examine and audit such books and records of Developer as are reasonably sufficient to verify the accuracy of such items. In the event the City's examination reveals a payment deficiency or discrepancy, the Parties will cooperate in good faith to address and resolve such deficiency or discrepancy. Information, documents, and materials provided by Developer shall be treated as described in below Section 8.04 of this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, Developer shall not be required to disclose, permit the inspection of or examination of, or discuss, any document, information or other matter that is not necessary to verify Developer's compliance with this Agreement and that (x) constitutes trade secrets or proprietary information, (y) in respect of which disclosure is prohibited by law or any binding agreement or (z) is subject to attorney-client, attorney work product or other privilege recognized under Texas law. Notwithstanding anything to the contrary herein, the City will not have the right to review, inspect or audit any of Developer's records for periods that are more than four years from the date of the review, inspection or audit.

Section 8.03. Public Records; Confidentiality. Developer acknowledges and agrees that this Agreement, Developer's Compliance Certificates, and certain other documents and filing related to this Agreement are or will be public records subject to disclosure (after redaction of information exempt from disclosure as described below) under the Texas Public Information Act. The Parties acknowledge and agree that the Public Information Act exempts from disclosure certain types of records, materials and information, including without limitation: records confidential by law, either constitutional, statutory or by judicial decision (Section 552.101 of the Texas Government Code); social security numbers (Section 552.117(a)(2) of the Texas Government Code); trade secrets and economic development project information (Sections 552.110 and 552.131 of the Texas Government Code); and proprietary commercial information (Section 552.110 of the Texas Government Code). The City will endeavor to use adequate safeguards, no less than those safeguards observed by the City for its own confidential information, to maintain the security and confidentiality of all materials, communications, data and information related to this Agreement or supplied by Developer in connection with this Agreement that may be subject to such exemptions from disclosure. Developer acknowledges that this Agreement constitutes public information and the materials, communications, data and information related to this Agreement may also constitute public information subject to disclosure under the Public

Information Act and agrees that the City may disclose this Agreement, the Compliance Certificates and the portions of materials, communications, data and information related to this Agreement as required by law. The City will make reasonable efforts to (a) give Developer prior written notice of a request for public information (other than a request for copies of this Agreement or Compliance Certificates, which Developer agrees may be released without notice to Developer) in a reasonably practicable time period to allow Developer to seek a protective order or other appropriate remedy, (b) disclose only such information as is required under the applicable law, (c) cooperate with Developer in responding to any such records request (but there shall be no obligation for the City to independently request or join in any request for a ruling from the Attorney General, to engage or participate in litigation or to otherwise pursue any remedies sought by Developer with regard to asserted proprietary commercial or financial information or trade secrets). The City, without waiving its right to appeal an opinion or ruling under applicable procedures, will or may comply with any opinion or ruling of the Texas Attorney General or court order recommending or requiring redaction or withholding of information in response to a request for public information without further protest or appeal.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

- a. The masculine shall include the feminine and neuter.
- b. References to “Articles,” “Sections,” or “Exhibits” shall be to articles, sections, or exhibits of this Agreement.
- c. The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.
- d. This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.
- e. Unless expressly provided otherwise in this Agreement, (i) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (ii)

wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

- f. Use of the words “include” or “including” or similar words shall be interpreted as “including but not limited to” or “including, without limitation.”
- g. The recitals to this Agreement are incorporated herein.

Section 9.02. Force Majeure. Unless otherwise provided, all obligations of Developer and City shall be subject to events of “force majeure” which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor. Notwithstanding any other provision to the contrary, calculations for Performance Rebate Payments owed by the City are not subject to, and expressly excluded from, events of “force majeure.” Performance Rebate Payment amounts owed by the City shall be strictly calculated in accordance with the terms and conditions of Article IV, without regard to any event, contingency, or cause beyond the reasonable control of either Party.

Section 9.03. Dispute Resolution and Step Negotiations. (a) The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows. Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days’ notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the federal and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

(b) In the event that any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in this Section 8.03, such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court

proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase. If the mediation process has not resolved the dispute within thirty (30) days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of Court Proceedings, subject to the limitations of this Agreement.

(c) Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm. The Parties shall continue to perform each of their respective obligations under this Agreement during the pendency of any dispute; provided that this obligation shall not apply after the termination of this Agreement (except with respect to payments of amounts due and owing under this Agreement).

Section 9.04. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement. Developer, in performing its obligations thereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties including Tennant, and Developer agrees to indemnify and hold City harmless therefrom. City, in performing its obligations hereunder, is acting independently, and the City assumes no responsibilities in connection therewith to third parties, specifically including any obligations to Tennant.

Section 9.05. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other party.

Section 9.06. Accommodation of Financing Parties. To facilitate Developer's obtaining of financing to construct and operate the Project, City shall make reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be reasonably requested by Developer or the Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects or unduly burdens the City. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties, and provided by the City.

Section 9.07. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Section 9.08. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; not to be unreasonably withheld, conditioned or delayed; provided that Developer may, without the City's consent, assign this Agreement to a wholly-owned subsidiary or affiliate of Developer. However, without the City's consent, Developer may enter into a collateral assignment of this Agreement in connection with any financing of the Project. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or performance by a party with whom Developer or its affiliates contract shall be deemed to be performance by Developer.

Section 9.09. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory.

Section 9.10. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 9.11. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either party or its counsel in person, via an express mail service or via courier or via receipted facsimile transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person, next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
Mr. Judson Rex
City Manager
Post Office Box 469002
Garland, Texas 75046
Phone: (972) 205-3800
Fax: (972) 205-2474
jrex@garlandtx.gov

With a required copy to:
Mr. Brian England
City Attorney
200 North Fifth Street
Fourth Floor
Garland, Texas 75046
Phone: (972) 205-2380
Fax: (972) 205-2389
bengland@garlandtx.gov

If to Developer:

_____@_____

With a required copy to:

Section 9.12. Employment of Undocumented Workers. During the term of this Agreement the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of the Performance Rebate Payments and any other funds received by the Developer from the City as of the date of such violation within 120 business days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent compounded annually from the date of violation until paid.

Section 9.13. Non-Collusion. Developer represents and warrants that neither Developer nor anyone on Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

Section 9.14. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 9.15. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

Section 9.16. Default and Claw-Back. (a) The City shall notify the Developer, in writing, of a default by the Developer in complying with the terms and provisions of this Agreement. In the event that the Developer has failed to cure the default(s) within thirty (30) days of receipt of the notice of default (or has failed to commence and diligently pursue such cure within such thirty (30) day period if cure cannot be completed within such thirty (30) day period), the Developer shall promptly reimburse the City for any Performance Rebate Payment received by Developer under this Agreement. Failure on the part of the City to exercise any right contained in this Agreement shall not constitute waiver of any right in the event of any subsequent default, and no waiver shall be effective unless in writing, executed by both the City and the Developer.

(b) In the event the Project does not remain operational through December 31, 2031, Developer shall promptly reimburse the City for any Performance Rebate Payment received by Developer under this Agreement.

Section 9.17. Term. The Term of this Agreement commences on the Effective Date and continues until December 31, 2031, unless sooner terminated by either Party in accordance with the terms of this Agreement, provided that any obligation of Developer to reimburse or repay the City for any obligation to the City otherwise arising under this Agreement shall survive the termination of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Executed and effective as of the ____ day of _____, 2025.

DEVELOPER

The Owl Icehouse, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

CITY

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

By: _____

Jusdon Rex,
City Manager

Exhibit A
Property Legal Description

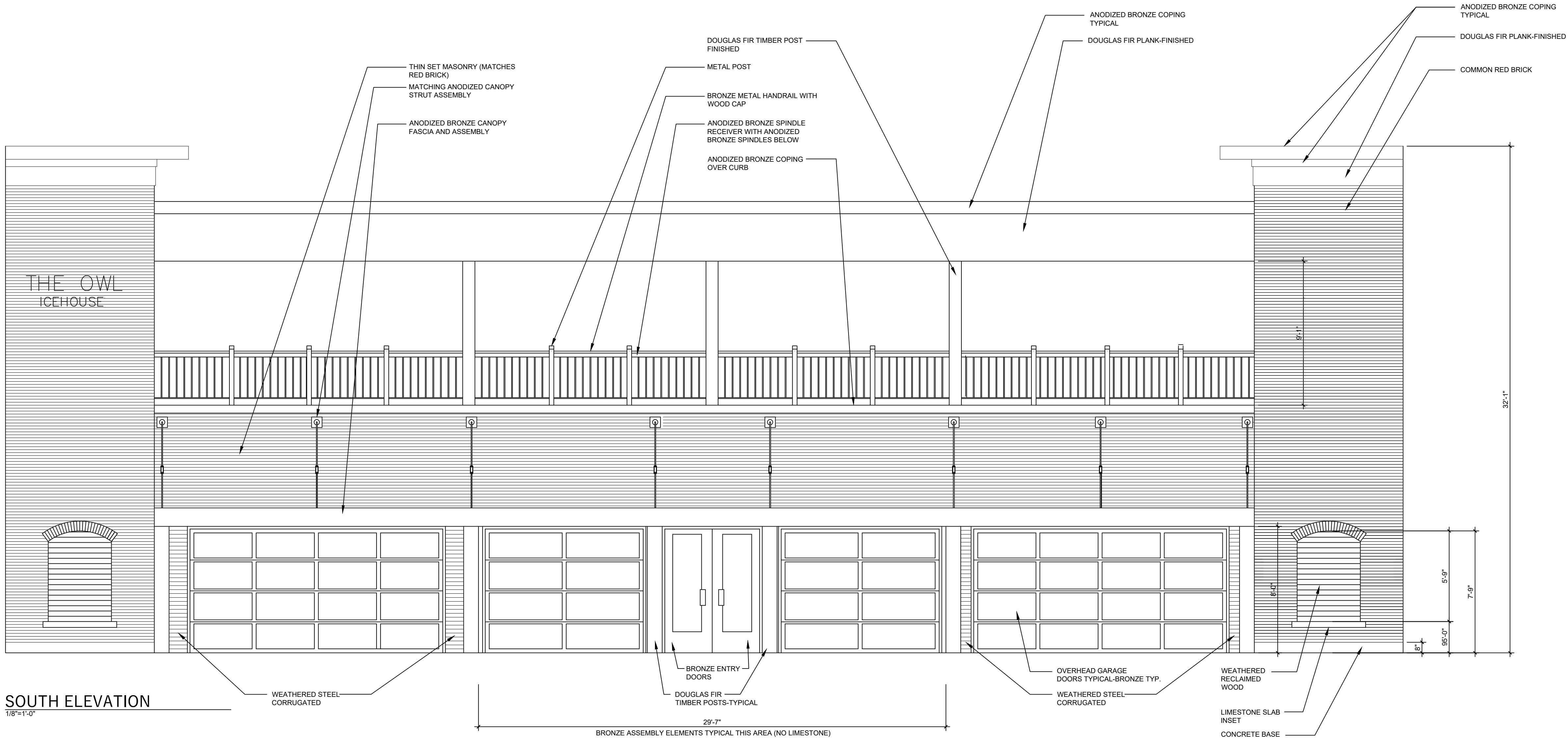
Being Lot 1, Block 1, of Jones Downtown Addition, an Addition to the City of Garland, Texas, according to the plat thereof recorded in County Clerk Instrument No. 201300301208, of the Official Public Records of Dallas County, Texas ("Property").

Exhibit B
Concept Plan

- The Owl Icehouse shall be developed within the city owned building located at 519 W. State Street.
- The current glass storefront of the building shall be removed and a new storefront shall be constructed at the first column line within the building to create an open patio adjacent to the existing City sidewalk. The open patio will be approximately 18 feet deep and will encompass approximately 1,600 square feet and will seat approximately 100 customers.
- Behind the open patio shall be the enclosed dining room, bar, a private dining area, an arcade area and a full-service kitchen that, combined, will encompass approximately 6,300 square feet and seat approximately 200 customers.
- The first floor shall include two staircases to the roof of the restaurant where, across the front of the building shall be located an approximate 3,000 square foot rooftop patio, to provide a clear line of sight for parents with children who may be playing on the playgrounds across the street.

[Concept Drawings & Plans are to be attached here]

EXHIBIT B-1



ARCHITECTURAL SEAL:

CBARTS LLC SHALL NOT HAVE CONTROL OR CHANGE OF, AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK PERFORMED. CBARTS LLC SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE CONTRACTORS, SUB-CONTRACTORS, OR ANY OF THEM TO CARRY OUT THE WORK.

CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL PLANS AND SPECIFICATIONS, VERIFYING ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH CONSTRUCTION, AND NOTIFYING ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS.

CONTRACTOR IS RESPONSIBLE FOR DESIGN AND INSTALLATION OF PROPERLY SIZED AND LOADED SYSTEMS. SUBMIT SHOP DRAWINGS TO ARCHITECT FOR APPROVAL ON CONFORMITY TO ARCHITECTURAL DESIGN INTENT.

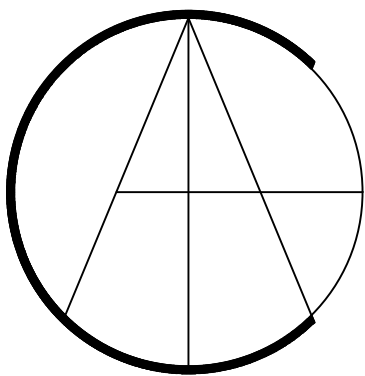
CBARTS LLC SHALL RETAIN ALL COPYRIGHTS, STATUTORY AND COMMON LAW RIGHT WITH REGARD TO THESE PLANS AND BUILDING DESIGN. REPRODUCTION, CHANGES, OR ASSIGNMENT TO ANY THIRD PARTY SHALL NOT OCCUR WITHOUT OBTAINING EXPRESSED WRITTEN PERMISSION AND CONSENT OF CBARTS LLC.

THE OWL
RESTAURANT
519 STATE ST
GARLAND, TEXAS

PROJECT NO: _____
CHECKED BY: _____ SJE
DRAWN BY: _____ RAP

1	REVISED	04/09/25
1	RENDER REVISIONS	01/30/25
1	WORKING COPY	01/25/25
ISSUE	DESCRIPTION	DATE

CBArts,LLC
Contemporary Building Arts



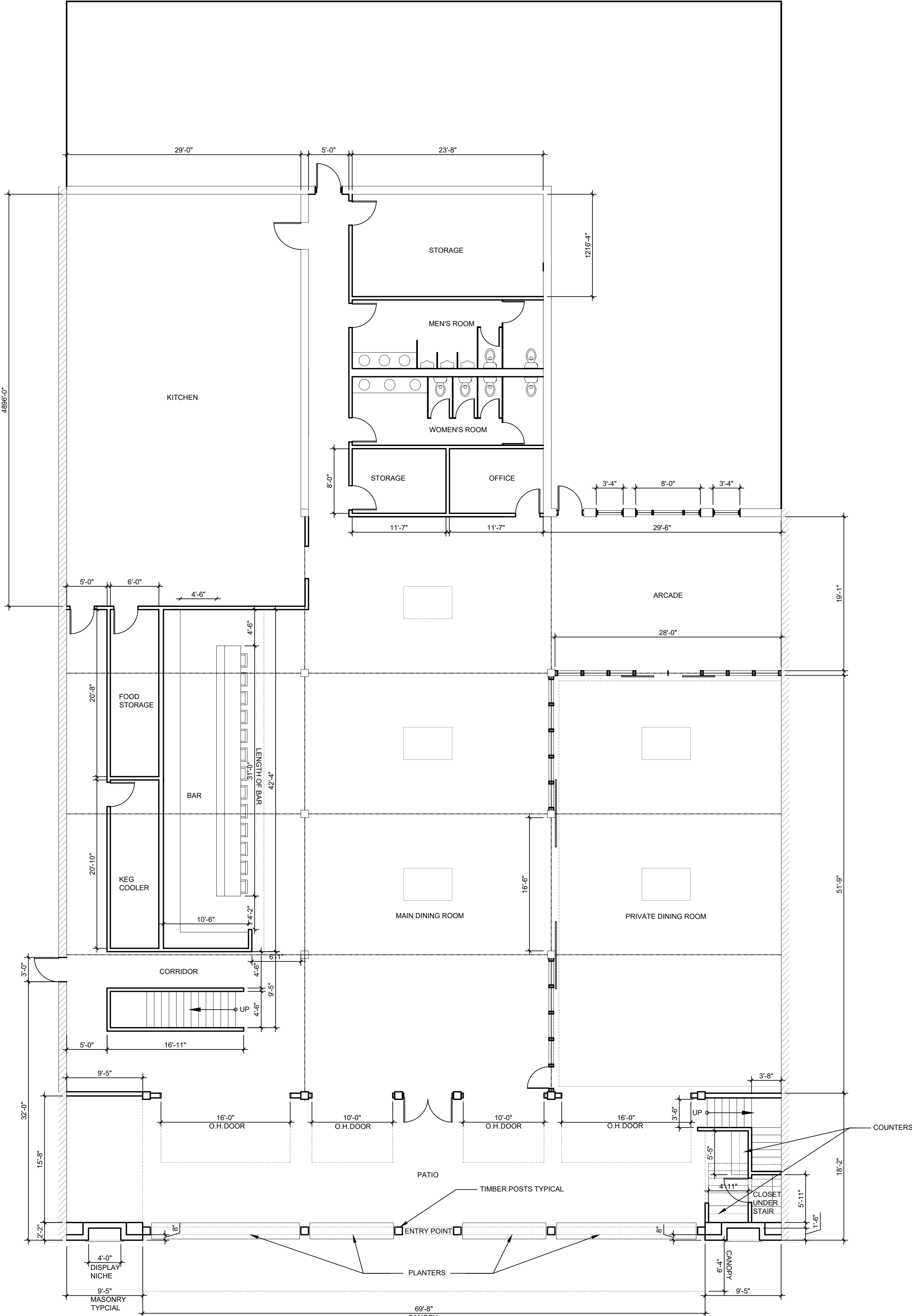
ARCHITECTURAL ELEVATION

A100C

1 OF 1

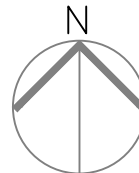
CBArts,LLC Contemporary Building Arts © 2019

Exhibit B-2



FIRST FLOOR PLAN

INTERIOR DINING:	174 SEATS
BAR STOOLS	19
PATIO	48



TOTAL DINING:	318 SEATS
TOTAL BAR STOOLS	35

ARCHITECTURAL SEAL:

CBARTS LLC SHALL NOT HAVE CONTROL OR CHANGE OF, AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK PERFORMED.

COMMISSIONS OF THE CONTRACTORS, SUB-CONTRACTORS, OR ANY OF THEM TO CARRY OUT THE WORK.

CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL PLANS AND SPECIFICATIONS, VERIFYING ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH CONSTRUCTION, AND NOTIFYING ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS.

CONTRACTOR IS RESPONSIBLE FOR DESIGN AND
INSTALLATION OF PROPERLY SIZED AND LOADED SYSTEMS.
SUBMIT SHOP DRAWINGS TO ARCHITECT FOR APPROVAL ON
CONFORMITY TO ARCHITECTURAL DESIGN INTENT.

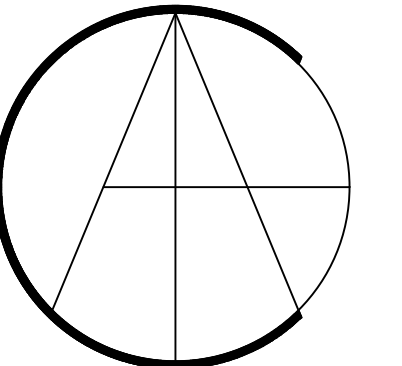
CBARTS LLC SHALL RETAIN ALL COPYRIGHTS, STATUTORY AND COMMON LAW RIGHT WITH REGARD TO THESE PLANS AND BUILDING DESIGN. REPRODUCTION, CHANGES, OR ASSIGNMENT TO ANY THIRD PARTY SHALL NOT OCCUR WITHOUT OBTAINING EXPRESSED WRITTEN PERMISSION AND CONSENT OF CBARTS LLC.

THE OWL
RESTAURANT
519 STATE ST
GARLAND, TEXAS

PROJECT NO:	.
CHECKED BY:	SJE
DRAWN BY:	RAP

1	REVISED	04/09/2
1	REVIEW ISSUE	04/08/2
ISSUE	DESCRIPTION	DATE

CBArts, LLC
Contemporary Building Arts

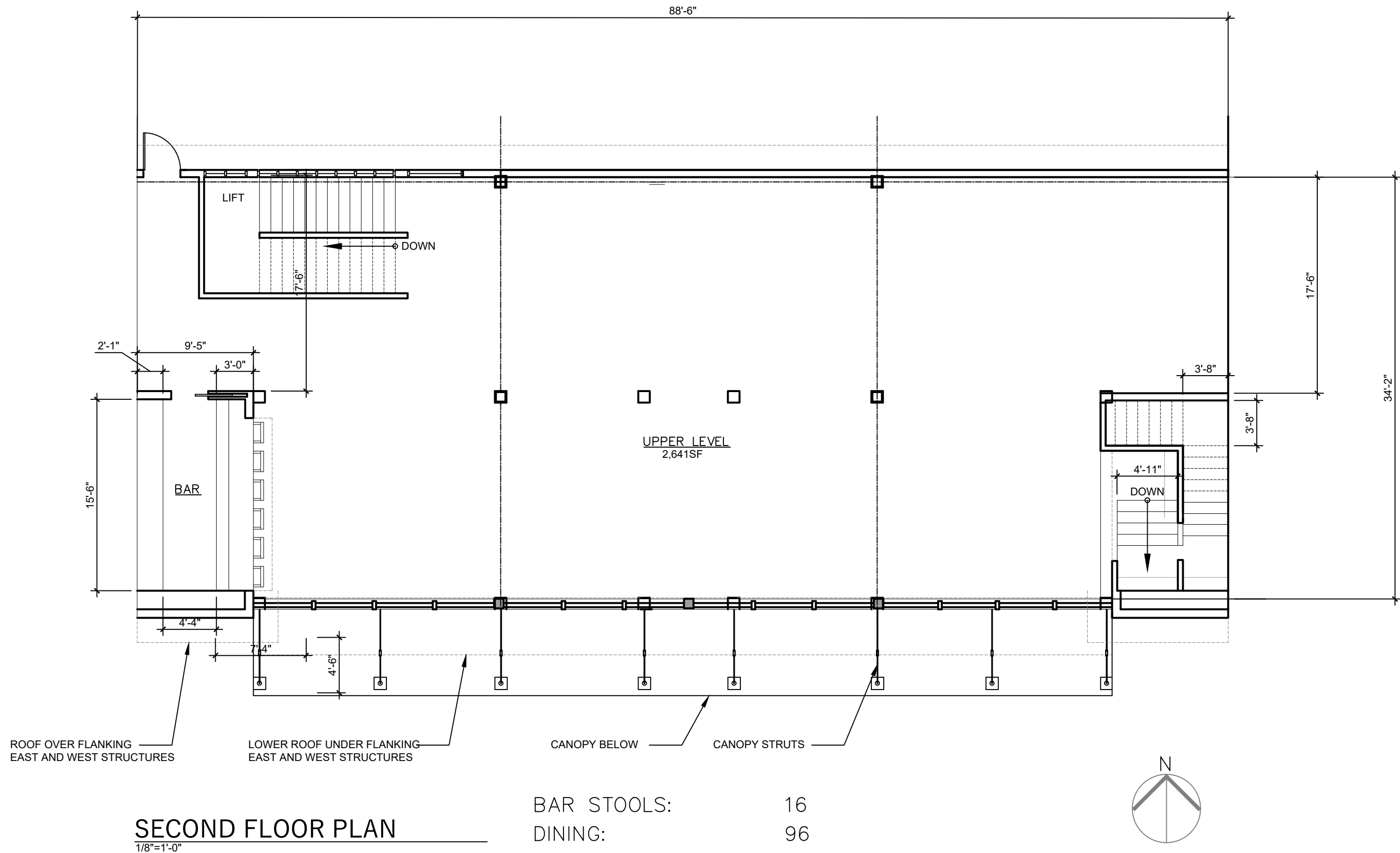


ARCHITECTURAL FLOOR PLAN

A100A

1 OF 1

Exhibit B-3



ARCHITECTURAL SEAL:

CBARTS LLC SHALL NOT HAVE CONTROL OR CHANGE OF, AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK PERFORMED. CBARTS LLC SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE CONTRACTORS, SUB-CONTRACTORS, OR ANY OF THEM TO CARRY OUT THE WORK.

CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL PLANS AND SPECIFICATIONS, VERIFYING ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH CONSTRUCTION, AND NOTIFYING ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS.

CONTRACTOR IS RESPONSIBLE FOR DESIGN AND INSTALLATION OF PROPERLY SIZED AND LOADED SYSTEMS, SUBMIT SHOP DRAWINGS TO ARCHITECT FOR APPROVAL, ON CONFORMITY TO ARCHITECTURAL DESIGN INTENT.

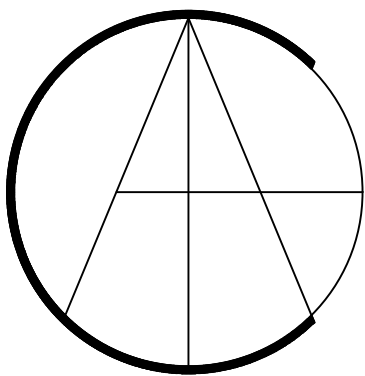
CBARTS LLC SHALL RETAIN ALL COPYRIGHTS, STATUTORY AND COMMON LAW RIGHT WITH REGARD TO THESE PLANS AND BUILDING DESIGN, REPRODUCTION, CHANGES, OR ASSIGNMENT TO ANY THIRD PARTY SHALL NOT OCCUR WITHOUT OBTAINING EXPRESSED WRITTEN PERMISSION AND CONSENT OF CBARTS LLC.

THE OWL
RESTAURANT
519 STATE ST
GARLAND, TEXAS

PROJECT NO.:
CHECKED BY: SJE
DRAWN BY: RAP

1	REVISED	04/09/25
1	REVIEW ISSUE	04/08/25
ISSUE	DESCRIPTION	DATE

CBArts,LLC
Contemporary Building Arts



ARCHITECTURAL FLOOR PLAN

A100B



GARLAND

PLANNING REPORT

City Council Regular Session

9. a.

Meeting Date: 05/06/2025

Item Title: Z 24-37 Prime Data Centers / Munsch Hardt Kopf & Harr (District 7)

Submitted By: Nabila Nur, Planning and Development Director

REQUEST

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.

LOCATION

Northeast Corner of Arapaho Road and Holford Road

OWNER

Woodlands of Spring Creek LP

PLAN COMMISSION RECOMMENDATION

On December 9, 2024, with a nine (9) to zero (0) vote, the Plan Commission recommended 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.

STAFF RECOMMENDATION

As the proposed expansion of an existing PD generates the path for a more efficient use of an approved development site and enables building footprint to be placed away from a natural preserve, staff recommends 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 2) an updated Concept Plan for a Data Center and Electric Substations.

BACKGROUND

The subject property is currently undeveloped. The applicant proposes an update to Planned Development (PD) District 23-47 for Community Office (CO) District Uses containing a data center and an electric substation to support the data center. This update will expand the site from 48.93 acres to 54.54 acres by adding a 5.611-acre piece of land zoned Agricultural (AG) District at the corner of Arapaho Road and Holford Road. This land is proposed to be rezoned and incorporated into the existing PD and data center site, containing access points, a gate, and other proposed equipment.

SITE DATA

The subject property contains approximately 54.54 acres with the addition to the site being 5.611 acres. Also, the site has approximately 2,275 linear feet of frontage along Holford Road and 700 linear feet along Arapaho Road. The site can be accessed from two access points along Holford Road within the 5.611-acre addition.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Planned Development (PD) District 23-47 for Community Office Uses and Data Center with an accompanying substation and Agricultural (AG) District. The Agricultural District is generally intended for agricultural or open space purposes.

The expansion of the Planned Development (PD) District 23-47 onto the neighboring Agricultural (AG) District lot triggers a rezoning of the site, though a data center and accompanying substation are now allowed by right on the land included in the Planned Development. The inclusion of the additional area within the PD would ensure the entire

development of the proposed data center remain under one zoning district. Additionally, the updated concept plan incorporates the change of the driveway location and access points, which creates improved vehicular entry/exit and flow for the site and also shifts the buildings southward, away from the Spring Creek Forest Preserve, which is considered an added benefit. There are no proposed changes to the provisions and conditions approved with the original PD 23-47.

CONSIDERATIONS

Planned Development:

The Planned Development (PD) District Ordinance 23-47 will remain in effect on the current site and applied to the proposed area of expansion, if approved.

COMPREHENSIVE PLAN

The Envision Garland Plan designates the subject property as Compact Neighborhoods. Compact neighborhoods provide areas for moderate increases in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns.

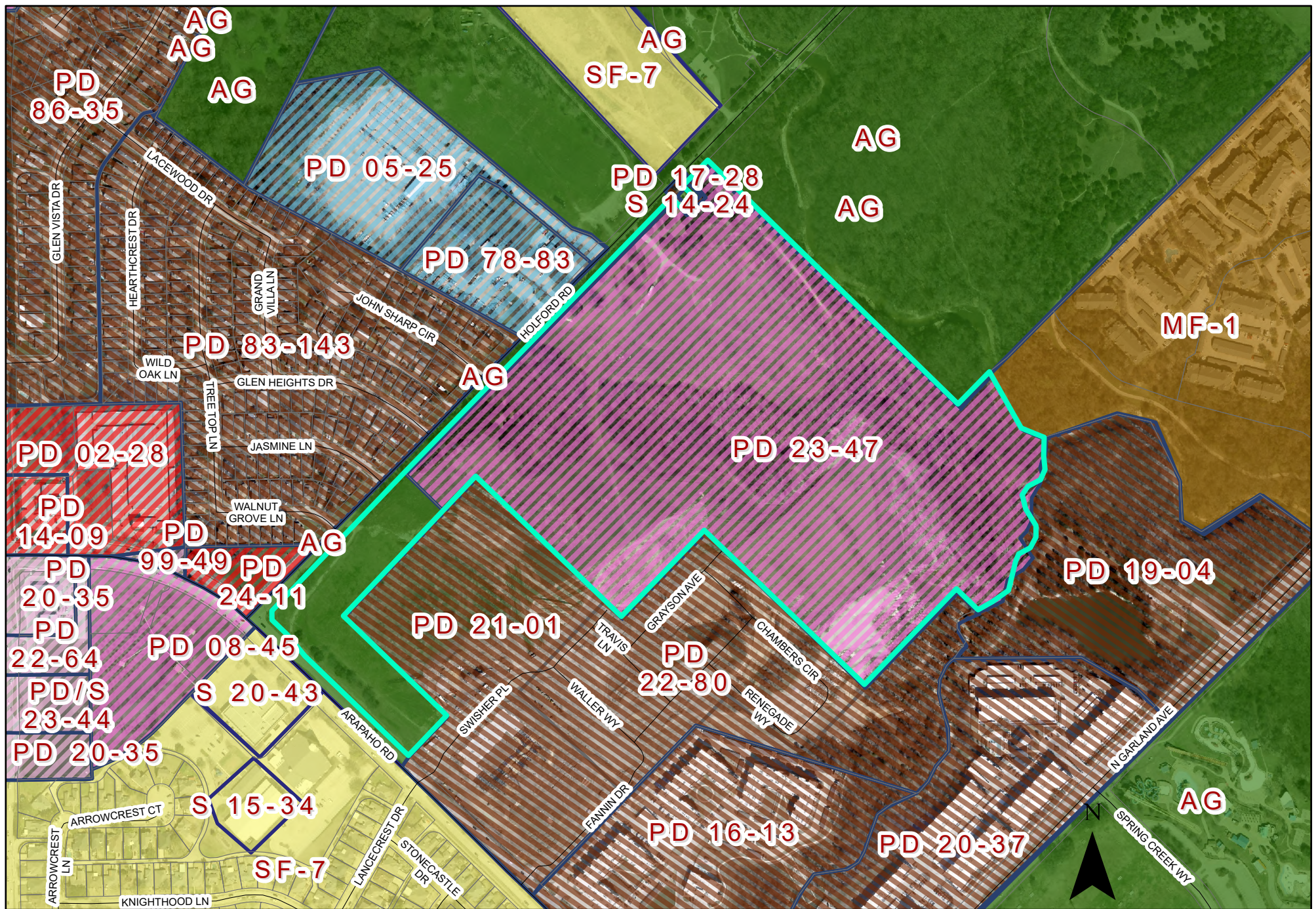
The proposed expansion will not have an additional impact on the area as it would be an expansion of an approved development.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The property to the northeast is zoned Agricultural (Ag) and contains the Spring Creek preserve. The properties to the east are zoned Planned Development (PD) District 19-04 and Multi-Family-1 (MF-1) District; these properties are developed with apartment complexes. The properties to the south are zoned Planned Development (PD) District 22-80 and Planned development (PD) District 21-01; there is a senior living complex under construction. The properties to the west, across Holford Road, are zoned Agricultural (AG) District, Single-Family-7 (SF-7) District and Planned Development (PD) District 78-83; there is a fire station across Holford Road.

Attachments

Z 24-37 Location Map
Z 24-37 PD Conditions
Z 24-37 Concept Plan
Z 24-37 R&M
Z 24-37 CC Responses
Z 24-37 Staff Presentation



<p>0 500 1,000 ft</p>	<h1>ZONING MAP Z 24-37</h1>	<p> INDICATES AREA OF REQUEST</p>
-----------------------	-----------------------------	--

Northwest Corner of Arapaho Road and Holford Road

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 23-47

2000 Holford Road

I. **Statement of Purpose:** The purpose of this Planned Development is to approve a Data Center and Electric Substations.

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 Office (CO) District are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. **Development Plans:**

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

V. **Specific Conditions:**

A. Permitted Uses: Only a Data Center Use and Electric Substation Use shall be permitted on the subject property.

B. Site Plan: The site layout, building placement, parking and other development proposed shall be in general conformance with the approved Site Plan labeled Exhibit C.

C. Landscape Plan: Screening and landscaping shall be in general conformance with the landscape plan labeled Exhibit D.

If an easement interferes with landscaping along Holford Road, the large canopy trees may be

substituted with small ornamental trees.

1. Landscaping must be regularly maintained in a healthy, growing condition and in compliance with this PD Ordinance, the Garland Development Code, the Code of Ordinances of the City of Garland, and the landscaping plan attached hereto at all times. The property owner is responsible for regular weeding, mowing of grass, irrigation, fertilizing, pruning, or other maintenance of all plantings as needed. All exposed ground surfaces on or within the premises shall be properly improved, covered with screening or other approved solid material, or protected with a vegetative growth that prevents soil erosion and ameliorates objectionable dust conditions.
2. Any plant or vegetation that dies must be replaced with another approved plant variety that complies with the approved landscape plan within sixty (60) days after receipt of written notification from the City. In the event the property owner fails to remedy a violation of any landscaping maintenance regulation within sixty (60) days after receipt of written notification from the City, the City may, in addition to any other remedy available by law, withhold future city permits, licenses and/or certificates requested by the property owner for the premises to which such violation applies.
3. Screening and paving must be regularly maintained in compliance with this PD Ordinance, the Garland Development Code, and the Code of Ordinances of the City of Garland at all times. The property owner is responsible for regular maintenance of all screening and paving as needed. In the event the property owner fails to remedy a violation of any screening or paving maintenance regulation within sixty (60) days after receipt of written notification from the City, the City may, in addition to any other remedy available by law, withhold future city permits, licenses and/or certificates requested by the property owner for the premises to which such violation applies.

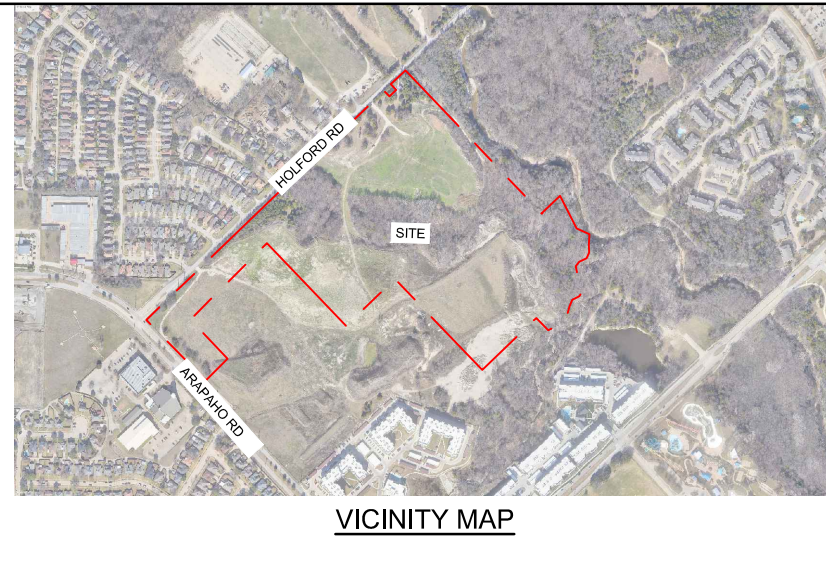
- D. Elevations: Building Elevations shall be in general conformance with the elevations labeled Exhibit E.

SITE DATA SUMMARY TABLE - CASE NUMBER 230928-1	
GENERAL SITE DATA	
ZONING (CURRENT)	AGRICULTURAL (AG)
ZONING (PROPOSED)	PLANNED DEVELOPMENT (PD 23-47)
PROJECT ADDRESS	4221 N GARLAND AVE
LOT AREA (SQUARE FEET & ACRES) (REMAINING LOT AFTER PREVIOUS)	2,369,874 SF/54.40 ACRES

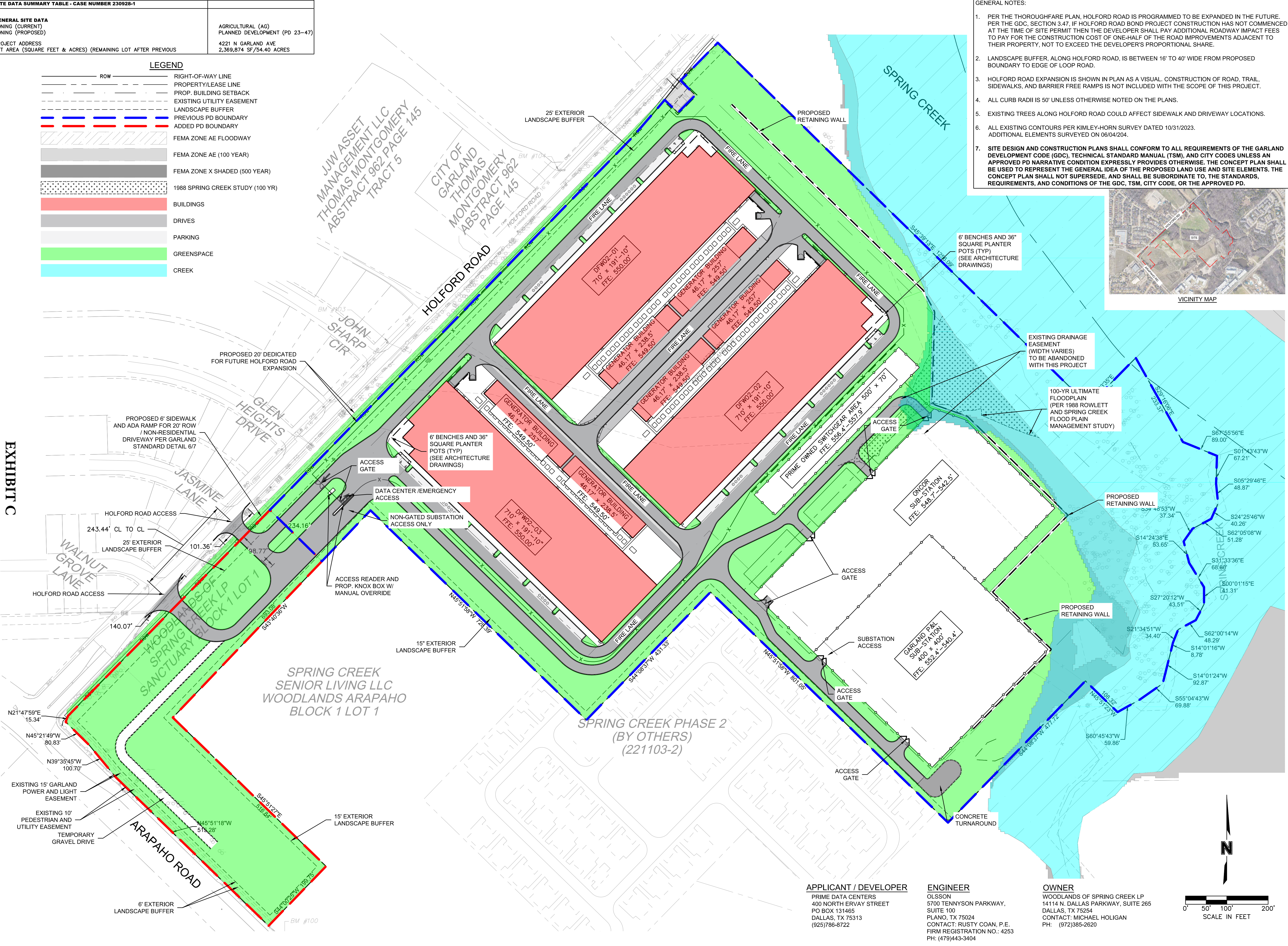
LEGEND

—	RIGHT-OF-WAY LINE
- - -	PROPERTY/LEASE LINE
- - -	PROP. BUILDING SETBACK
- - -	EXISTING UTILITY EASEMENT
- - -	LANDSCAPE BUFFER
- - -	PREVIOUS PD BOUNDARY
- - -	ADDED PD BOUNDARY
///	FEMA ZONE AE FLOODWAY
■	FEMA ZONE AE (100 YEAR)
■	FEMA ZONE X SHADED (500 YEAR)
■	1988 SPRING CREEK STUDY (100 YR)
■	BUILDINGS
■	DRIVES
■	PARKING
■	GREENSPACE
■	CREEK

- GENERAL NOTES:
- PER THE THOROUGHFARE PLAN, HOLFORD ROAD IS PROGRAMMED TO BE EXPANDED IN THE FUTURE. PER THE GDC, SECTION 3.47, IF HOLFORD ROAD BOND PROJECT CONSTRUCTION HAS NOT COMMENCED AT THE TIME OF SITE PERMIT THEN THE DEVELOPER SHALL PAY ADDITIONAL ROADWAY IMPACT FEES TO PAY FOR THE CONSTRUCTION COST OF ONE-HALF OF THE ROAD IMPROVEMENTS ADJACENT TO THEIR PROPERTY, NOT TO EXCEED THE DEVELOPER'S PROPORTIONAL SHARE.
 - LANDSCAPE BUFFER, ALONG HOLFORD ROAD, IS BETWEEN 16' TO 40' WIDE FROM PROPOSED BOUNDARY TO EDGE OF LOOP ROAD.
 - HOLFORD ROAD EXPANSION IS SHOWN IN PLAN AS A VISUAL. CONSTRUCTION OF ROAD, TRAIL, SIDEWALKS, AND BARRIER FREE RAMPS IS NOT INCLUDED WITH THE SCOPE OF THIS PROJECT.
 - ALL CURB RADII IS 50' UNLESS OTHERWISE NOTED ON THE PLANS.
 - EXISTING TREES ALONG HOLFORD ROAD COULD AFFECT SIDEWALK AND DRIVEWAY LOCATIONS.
 - ALL EXISTING CONTOURS PER KIMLEY-HORN SURVEY DATED 10/31/2023. ADDITIONAL ELEMENTS SURVEYED ON 06/04/2024.
 - 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 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.



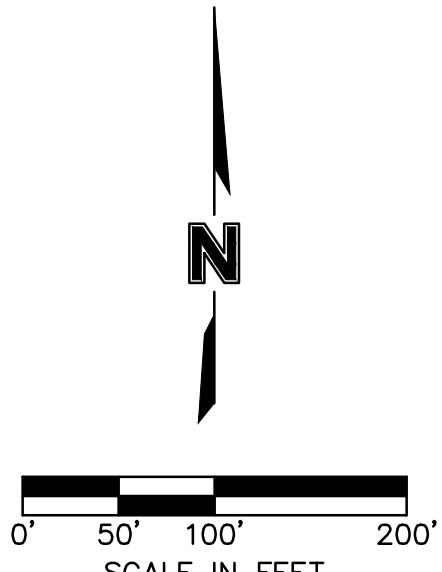
VICINITY MAP



APPLICANT / DEVELOPER
PRIME DATA CENTERS
400 NORTH ERVAY STREET
PO BOX 131465
DALLAS, TX 75313
(925)786-8722

ENGINEER
OLSSON
5700 TENNYSON PARKWAY,
SUITE 100
PLANO, TX 75024
CONTACT: RUSTY COAN, P.E.
FIRM REGISTRATION NO.: 4253
PH: (479)443-3404

OWNER
WOODLANDS OF SPRING CREEK LP
14114 N. DALLAS PARKWAY, SUITE 265
DALLAS, TX 75254
CONTACT: MICHAEL HOLIGAN
PH: (972)385-2620



olsson		TX State Certificate of Authority #F-4253 3637 N Steele Blvd. Fayetteville, AR 72703 TEL 479.443.3404 www.olsson.com	
BY		REVISIONS	
REVISIONS DESCRIPTION		DATE	
REV. NO.		2024	
SITE PLAN		PRIME DATA CENTER-DFW02 CONCEPT PLAN	
DRAWN BY: JBW		SHEET	
CHECKED BY: C.J.L.		1 of 1	
APPROVED BY: MKL		CASE NUMBER 230928-1	
QA/QC BY: MKL			
PROJECT NO.: E23-03967			
DRAWING NO.:			
DATE: 11/13/2024			

REPORT & MINUTES

P.C. Meeting, December 9, 2024

3b. APPROVED Consideration of 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)

Ms. Nur provided a presentation and answered questions of the Plan Commission.

There was a question by the Commission regarding the traffic that this development could potentially bring.

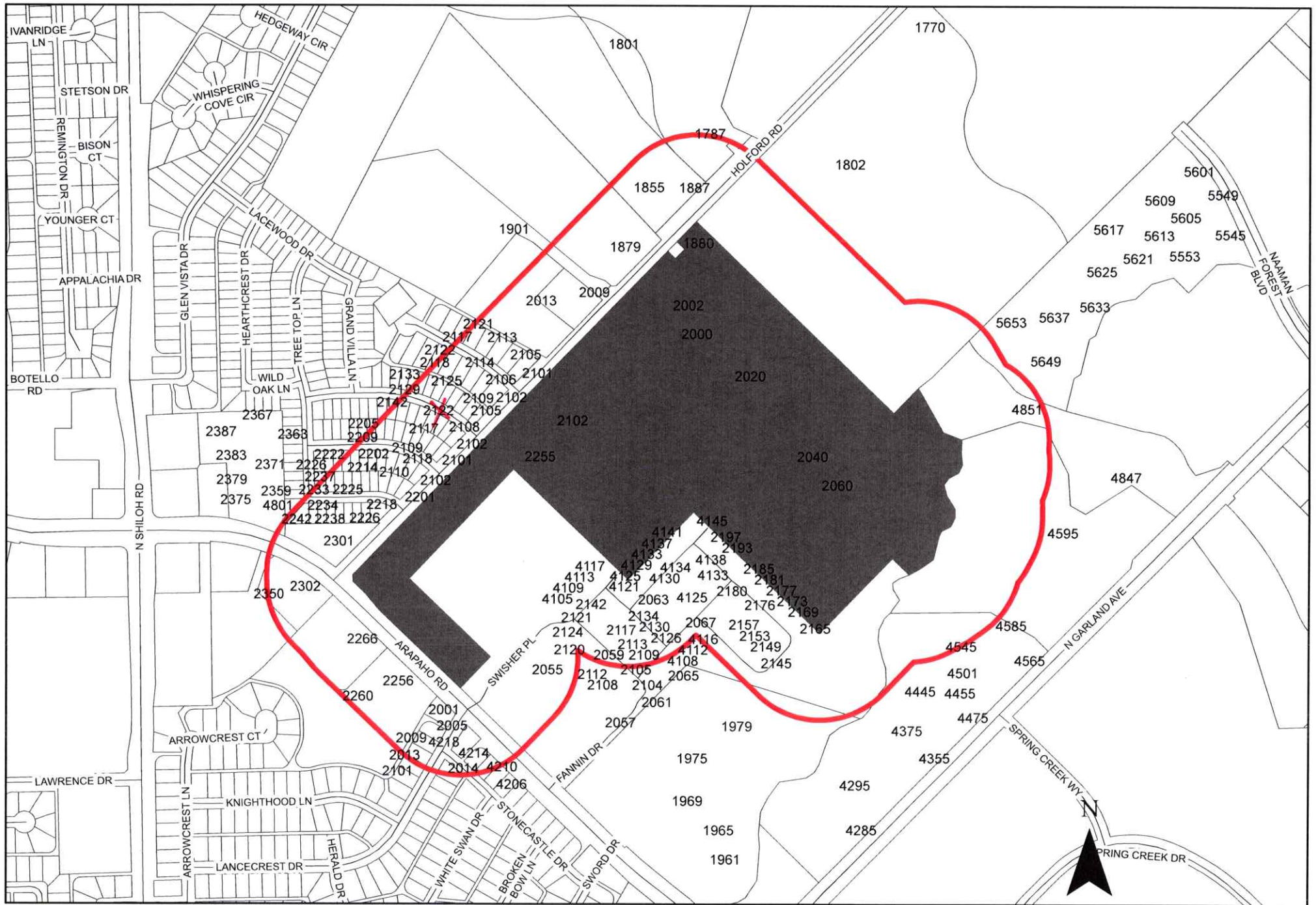
Staff clarified that this development would not produce an increase in traffic.

The applicant, Angela Hunt, 500 N. Akard St., Dallas, TX 75201, provided an overview of the request and remained available for questions.

There was a question by the Commission regarding the future use of the corner of the property once the construction is finished.

The applicant stated that the plans will be to speak with the City for potential uses down the line once the development is finished.

Motion was made by Commissioner Abell to close the public hearing and **approve** the application as presented. Seconded by Commissioner Rose. **Motion carried: 9 Ayes, 0 Nays.**



0 500 1,000 ft

ZONING MAP Z 24-37

INDICATES AREA OF REQUEST
 INDICATES NOTIFICATION AREA

Northeast Corner of Arapaho Road and Holford Road

Comment Form

Case Z 24-37

Z 24-37 Prime Data Centers/Munsch Hardt Kopf & Harr. The applicant proposes an expansion of the Existing Planned Development (PD) District 23-47 to the Northwest Corner of Arapaho Road and Holford Road, currently zoned Agricultural (AG) District. The site is located at 2000 Holford Road. (District 7).

Z 24-37 Prime Data Centers/Munsch Hardt Kopf & Harr. El solicitante propone una expansión del Distrito de Desarrollo Planificado (PD) 23-47 Existente hasta la esquina noroeste de Arapaho Road y Holford Road, actualmente zonificado como Distrito Agrícola (AG). El sitio está ubicado en 2000 Holford Road. (Distrito 7).

Z 24-37 Prime Data Centers/Munsch Hardt Kopf & Harr. Người nộp đơn đề xuất mở rộng Quận 23-47 Phát triển theo Kế hoạch Hiện tại (PD) đến Góc Tây Bắc của Đường Arapaho và Đường Holford, Quận Nông nghiệp (AG) hiện được quy hoạch. Địa điểm tọa lạc tại 2000 Holford Road (Quận 7).

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002./ Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002./ Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

SAKIKO MITO

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2122 Glen Hughes Dr.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75044

Zip Code / Código postal / Mã Bưu Chính

Signature / Firma / Chữ ký

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

12/7/24

Comment Form Continued – Case Z 24-37

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

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

Those in our household are against building out this land as described.

The intersection of Arapaho Rd. and Hartford Rd. is already getting more congested as it is with the development of land north of I-190.

Hartford Rd. cannot sustain the increased traffic of a data center without being further ~~dev~~ developed as well.

The loss of the land for wildlife will also be a reason we are against the development.

Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 24-37	December 9, 2024	January 7, 2025	Matthew Wolverton

Z 24-37 Prime Data Centers/Munsch Hardt Kopf & Harr. The applicant proposes 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. (District 7)

Dustin Stracener
12/27/2024
10:40:49 PM

Against

6214 N Shiloh Rd

Garland

Texas

United States

<null>

Outside the Notification Area

I feel that a number of un-utilized/vacant commercial or retail zones would be a better choice of location for a data center.

The Spring Creek area is one of the few remaining nature areas that does so much to make the city beautiful and inviting. Construction that is so near to the creek, as this is, inevitably leads to more trash and chemical runoff making it into the waterway and nearby areas.

There are much better location choices than this one for a data center. Please consider other areas of the city for utilization. Thank you.

Andrea Rodriguez
12/19/2024
1:06:07 AM

Against

3601 Bluesage

Garland

Texas

United States

75040

Outside the Notification Area



GARLAND
TEXAS MADE HERE

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.

City Council Meeting

January 7, 2025

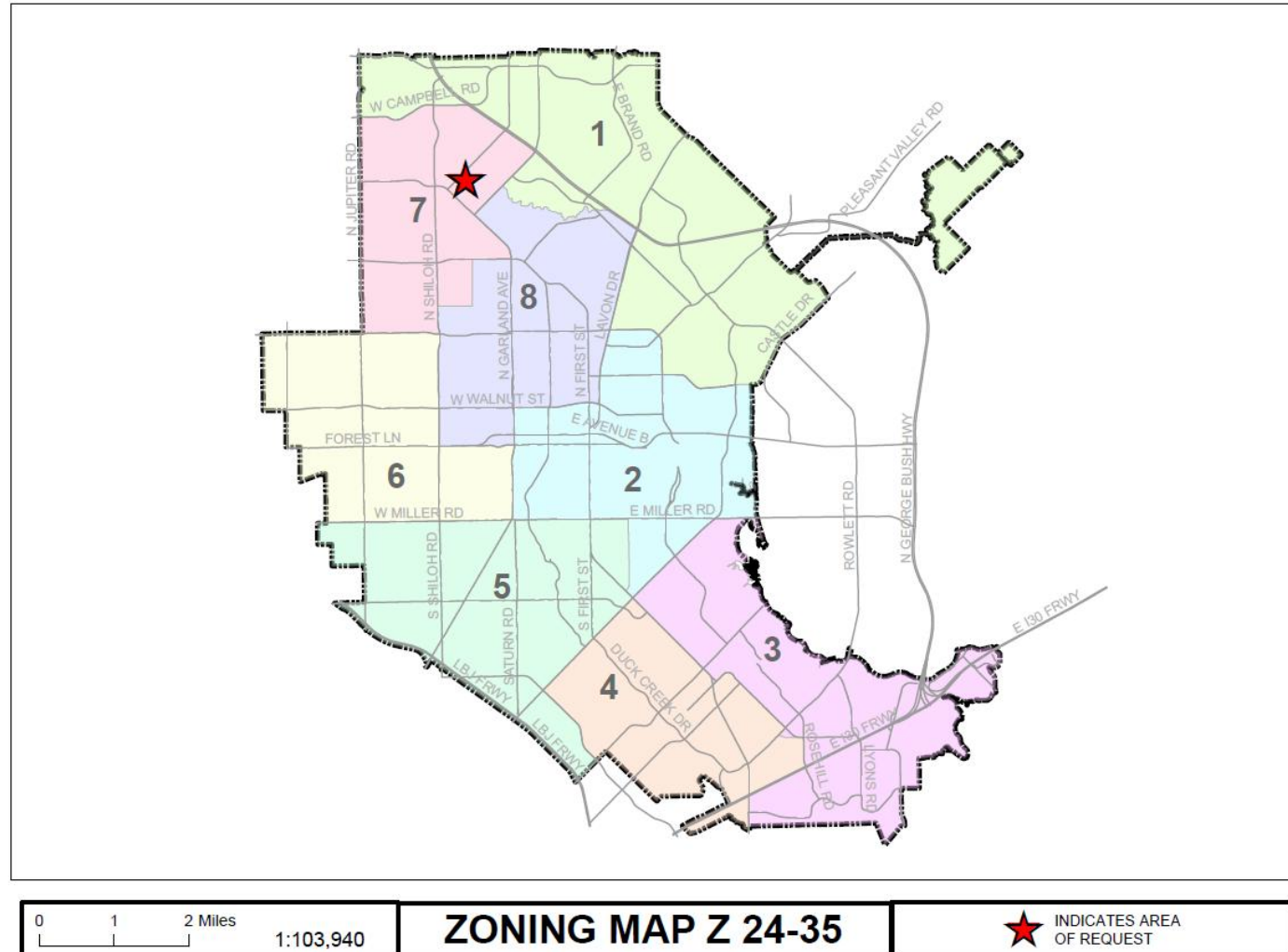
Z 24-37

CASE INFORMATION

Location:	Northeast Corner of Arapaho Road and Holford Road
Applicant:	Prime Data Centers / Munsch Hardt Kopf & Harr
Owner:	Woodlands of Spring Creek LP
Acreage:	54.54 acres
Zoning:	Planned Development (PD) District 00-39 and Agricultural



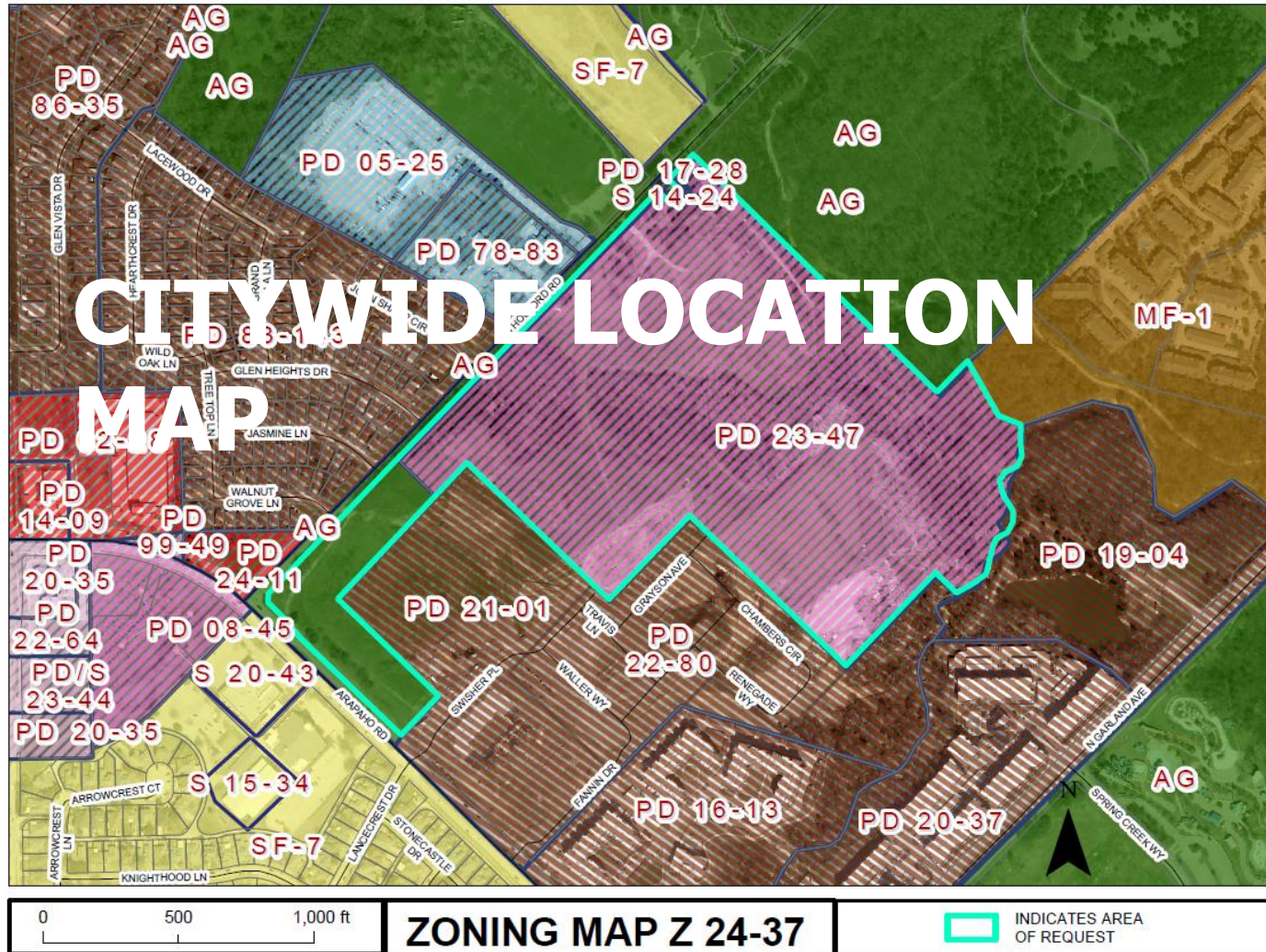
CITYWIDE LOCATION MAP





GARLAND
TEXAS MADE HERE

LOCATION MAP



Northwest Corner of Arapaho Road and Holford Road

Z 24-37



GARLAND
TEXAS MADE HERE

PHOTOS



View from the subject site looking West Toward the neighborhood.



View from the subject site looking down Arapaho Road

Z 24-37



GARLAND
TEXAS MADE HERE

PHOTOS



View from the subject site looking North up Holford Road

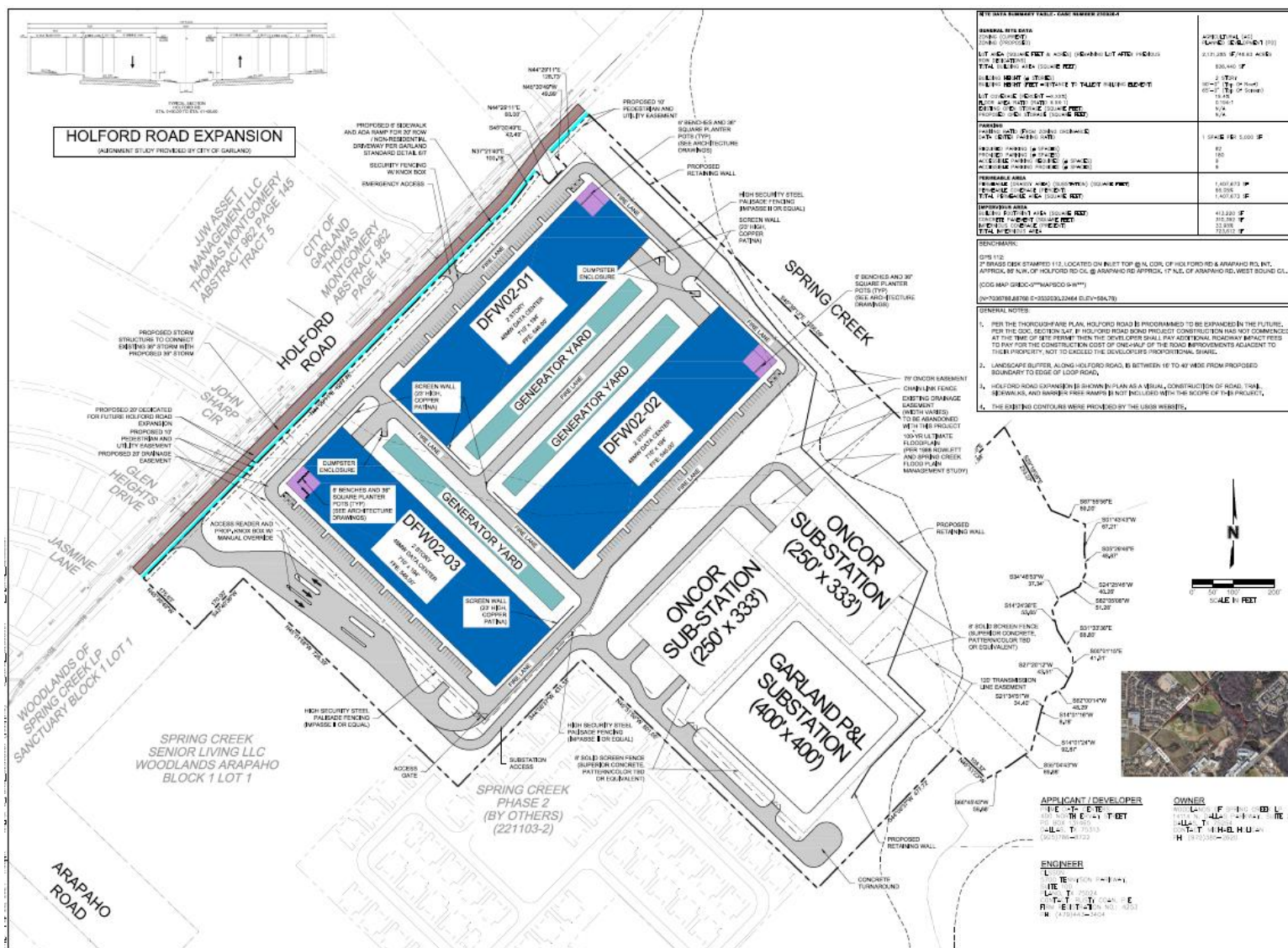


View of the subject site South down Holford Road

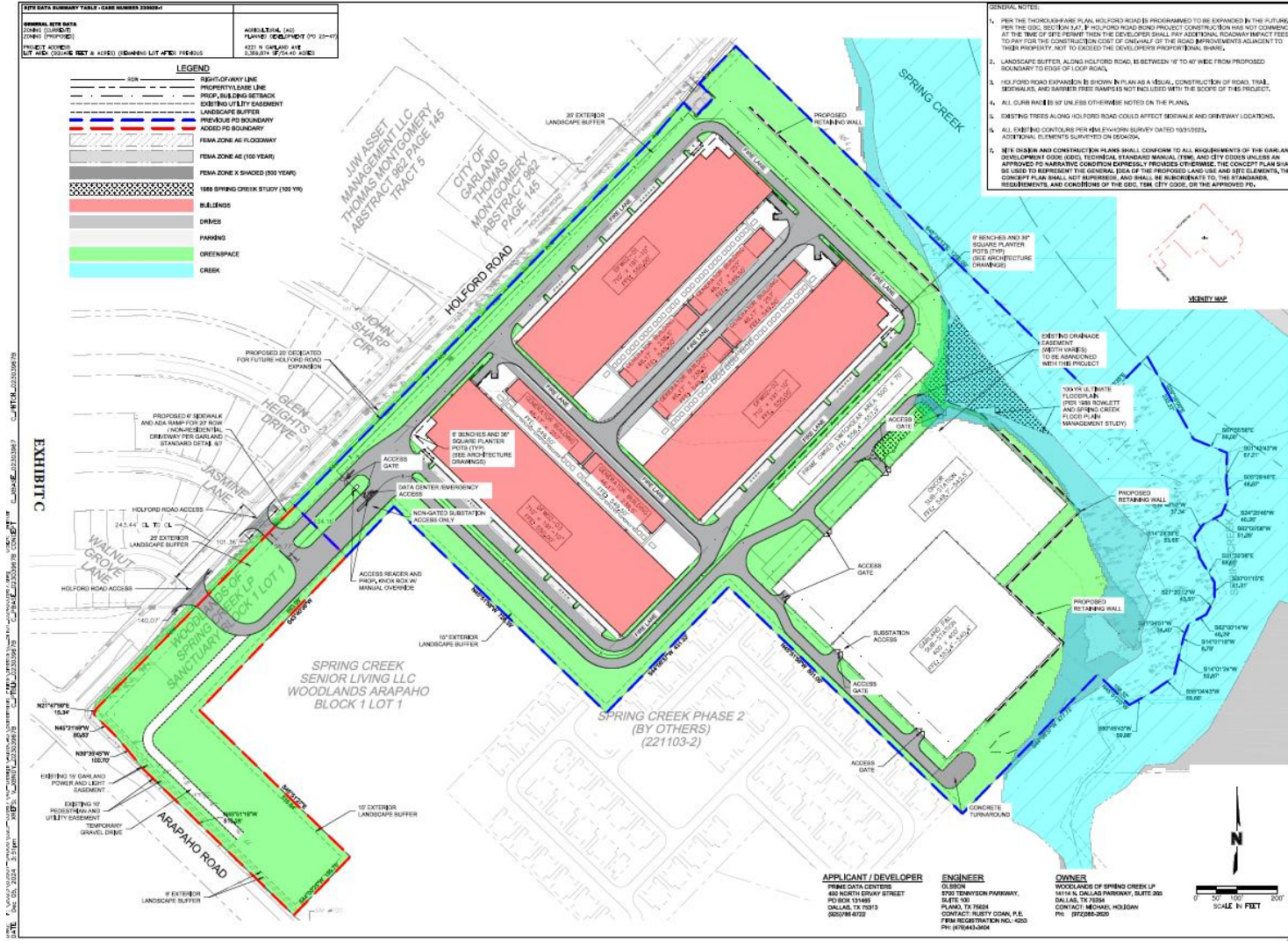
Z 24-37



Z 24-37



UPDATED CONCEPT PLAN





STAFF RECOMMENDATION

Staff is recommending:

- 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;
- 2) An updated Concept Plan for a Data Center and Electric Substations.



PLAN COMMISSION

Plan Commission is recommending:

- 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;
- 2) An updated Concept Plan for a Data Center and Electric Substations.



GARLAND
TEXAS MADE HERE





GARLAND

PLANNING REPORT

City Council Regular Session

9. b.

Meeting Date: 05/06/2025

Item Title: DD 25-01 Leslie Montena (District 2)

Submitted By: Nabila Nur, Planning and Development Director

REQUEST

Hold a public hearing and consider approval of a Major Waiver to Chapter 7 Downtown (DT) District, Table 7-7 of the Garland Development Code to install a 30-square-foot wall sign positioned lower on the façade, where only 10-square-foot signs are permitted below 12 feet above grade on a property zoned Downtown (DT) District, Downtown Historic (DH) sub-district.

LOCATION

622 West State Street

OWNER

Leslie Montena & Darrell Marshall

PLAN COMMISSION RECOMMENDATION

On April 14, 2025, the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Major Waiver to Chapter 7 Downtown (DT) District, Table 7-7 of the Garland Development Code to install a 30-square-foot wall sign positioned lower on the façade, where only 10-square-foot signs are permitted below 12 feet above grade on a property zoned Downtown (DT) District, Downtown Historic (DH) sub-district.

STAFF RECOMMENDATION

As the proposed Major Waiver is consistent with the general intent of the district and will result in an improved project which will be an attractive contribution to the Downtown District, staff recommends approval of a Major Waiver to Chapter 7, Table 7-7 of the Garland Development Code to install a 30-square-foot wall sign positioned lower on the façade, where only 10-square-foot signs are permitted below 12 feet above grade on a property zoned Downtown (DT) District, Downtown Historic (DH) sub-district.

BACKGROUND

The building on the subject property is occupied by the Epiphany Gallery: an art gallery in Downtown Garland. The applicant requests to replace the existing wall sign with a new one. This new sign is proposed to be 30-square-feet and below the 12 feet height above grade, where only 10-square-foot signs are permitted. Due to the application's deviation from particular GDC Downtown Signage standards found in Chapter 7, Table 7-7 regarding wall signage, a Major Waiver is required through the public hearing process in order for sign permits to be issued.

SITE DATA

The subject site is approximately 1,400 square feet. The site has approximately 24 lineal feet of frontage along West State Street. Its rear frontage is along an existing alley.

USE OF PROPERTY UNDER CURRENT ZONING

The property is zoned within the Downtown Historic (DH) Sub-district of the overall Downtown (DT) District. The Downtown Historic (DH) Sub-district allows a variety of mixed uses. The current use of the property [Studio, Arts/Crafts] is allowed by right. The public hearing of the Major Waiver process is triggered due to the type of wall signage request.

CONSIDERATIONS

Major Waiver

1. Wall Sign

The following table summarizes the request:

Development Standard	Required	Proposed
Wall Sign	Maximum size is 30 square feet if located 12 feet or higher above grade; 10 square feet if less than 12 feet above grade.	The proposed sign will be 30 square feet but located less than 12 feet above the grade.

- The applicant states, "Granting this variance will allow Epiphany Gallery to maintain visibility, preserve the architectural integrity of the building, and contribute positively to the vibrancy of Downtown Garland. The requested increase in sign size from 10 square feet to 30 square feet represents a necessary deviation that yields substantial benefits in terms of aesthetics and functionality."
- The intent of the Downtown (DT) District is to create a pedestrian-oriented area in context with the current Downtown. The Downtown (DT) District combines minimum and maximum specifications and standards for site layout, building design, and streetscape. One of the flexibility mechanisms in the Downtown (DT) District is the option of Major Waivers, which allow relief from the standards of the district.

Section 7.30(C) of the GDC states that Major Waivers are material and substantial changes to the design standards in the DT District, or changes which may initially appear to conflict with the goals and intent of this district, including possible standards changes to land uses in the Downtown sub-districts. Major Waivers may be approved by the City Council, following a recommendation by the Planning Director and the Plan Commission. In order to approve a Major Waiver, the City Council findings are listed as follows:

- Meets the general intent of this district; and
- Will result in an improved project which will be an attractive contribution to the Downtown District.

The proposed major waiver will allow the sign to be properly centered and advertise for the business. The building itself is only around 13 feet tall, meaning any sign over 10 square feet will be compressed at the very top of the building façade resulting in a less aesthetically pleasing design. Allowing the sign to be lower will result in a more attractive contribution to the Downtown District.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Community Centers for the subject property. Community centers are areas with compact development, primarily non-residential, serving a collection of neighborhoods. This type of development consists of a mix of uses, including retail, services, office use, multi-family residential, and entertainment. Community centers may be developed at the intersections of major arterial streets and along major arterials, highways, and turnpike corridors. This type of area is served by numerous roads and transit routes, providing a variety of connections to adjacent residential neighborhoods, retail centers, and employment centers.

In addition, the Garland Cultural Arts Master Plan Strategy 5.1 [Foster Relationships with the Business Sector] encourages creative signage. Further, it states, "Following the exception made for Downtown Garland, develop a signage variance that allows for creative signage that provides an opportunity for private businesses to contribute to the visual vibrancy of the city."

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The surrounding properties are located in the Downtown (DT) District, particularly in the Downtown Historic (DH) Sub-District to the east, west, north and south; and the Downtown Square (DS) Sub-District to the northeast across Sixth Street. These properties are developed with an array of land uses including retail, restaurants, personal services, and office uses. Further to the east is the Downtown Square. Other existing business signage in this area includes awning/canopy signage, wall signs, and projecting signs of various styles.

Attachments

DD 25-01 Location Map

DD 25-01 Epiphany Gallery Sign Variance Request

DD 25-01 R&M
DD 25-01 Responses
DD 25-01 Staff Presentation

Epiphany Gallery Sign Variance Request

Submitted to: City of Garland Planning and Zoning Department

Submitted by: Leslie Montena, Owner, Epiphany Gallery

Date: 02/28/2025

Subject: Request for Variance – Signage Size Limitation

I. Introduction

Epiphany Gallery, located at 622 West State St, Garland, Tx 75040, is a thriving art gallery in Downtown Garland that serves as a cultural hub for artists and the community. This request seeks a variance to the sign size requirements outlined in the City of Garland's sign regulations. Specifically, Epiphany Gallery requests approval for a 30-square-foot sign, exceeding the 10-square-foot maximum for signs placed below 12 feet above grade.

This variance is essential for maintaining the visibility and aesthetic balance of the gallery's façade while ensuring the business can effectively attract patrons and visitors.

II. Background

The city's current sign ordinance establishes the following criteria for building-mounted signs:

Table 7-7: Allowed Signs (<https://ecode360.com/40085725#40085747>)

Building Identification Signs

- a. Building identification signs shall be limited to one per building face.
- b. Each sign shall be **12 feet or more above sidewalk level**.
- c. Applied letters shall be constructed of painted cast metal, bronze, brass, or anodized aluminum. Applied plastic letters are prohibited.

Wall Signs

- a. Maximum size is 30 square feet if located 12 feet or higher above grade;**10 square feet if less than 12 feet above grade.**

Given the architectural design of the building, compliance with the maximum allowable sign size would require placing a sign at the very top of the building, which would significantly diminish its effectiveness and aesthetic appeal. Furthermore, placing the sign below 12 feet would limit the size to only 10 square feet, which is disproportionately small given the gallery's 6-foot by 20-foot façade.

III. Justification for Variance

The requested variance is based on the following considerations:

1. Architectural Compatibility & Visibility

- The proposed 30-square-foot sign would be centrally located on the building's facade, ensuring balanced proportions and alignment with the building's architectural features.
- A sign placed at the very top of the building would be less visible to pedestrians and visitors at street level, reducing its effectiveness in attracting business.
- A 10-square-foot sign would be significantly undersized for the 6-foot by 20-foot façade, making it difficult for pedestrians and drivers to notice, reducing its effectiveness in attracting business.

2. Business Identification & Economic Impact

- Epiphany Gallery is an integral part of Downtown Garland's cultural and economic landscape. Clear and visible signage is critical for business success, especially for an art gallery that relies on foot traffic and new visitors.
- A sign that is 10 square feet would be inadequate for proper business identification.
- The sign's size and placement will complement the district's streetscape rather than disrupt it, contributing positively to the downtown aesthetic.

3. No Adverse Impact on Public Safety or Neighborhood Character

- The sign does not obstruct views, impair pedestrian or vehicular movement, or create a hazard.
- Its proposed placement in the middle of the façade ensures that it integrates seamlessly with the building without overwhelming the streetscape.

IV. Conclusion

Granting this variance will allow Epiphany Gallery to maintain visibility, preserve the architectural integrity of the building, and contribute positively to the vibrancy of Downtown Garland. The requested increase in sign size from 10 square feet to 30 square feet represents a necessary deviation that yields substantial benefits in terms of aesthetics and functionality.

We appreciate your consideration of this request and welcome any further discussion or clarification as needed. Please find below photos illustrating the proposed sign placement and scale for reference.

Respectfully Submitted,

Leslie Montena

Owner, Epiphany Gallery

214-498-5031, EpiphanyArtGallery@gmail.com

Requested Design and Placement:



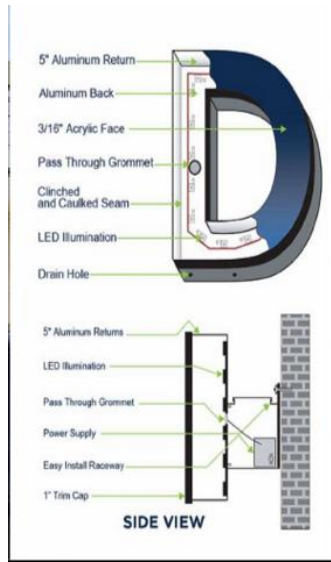
Design that currently meets Ordinance:



Requested Design with Dimensions:



Build channel letters on tan raceway.



REPORT & MINUTES

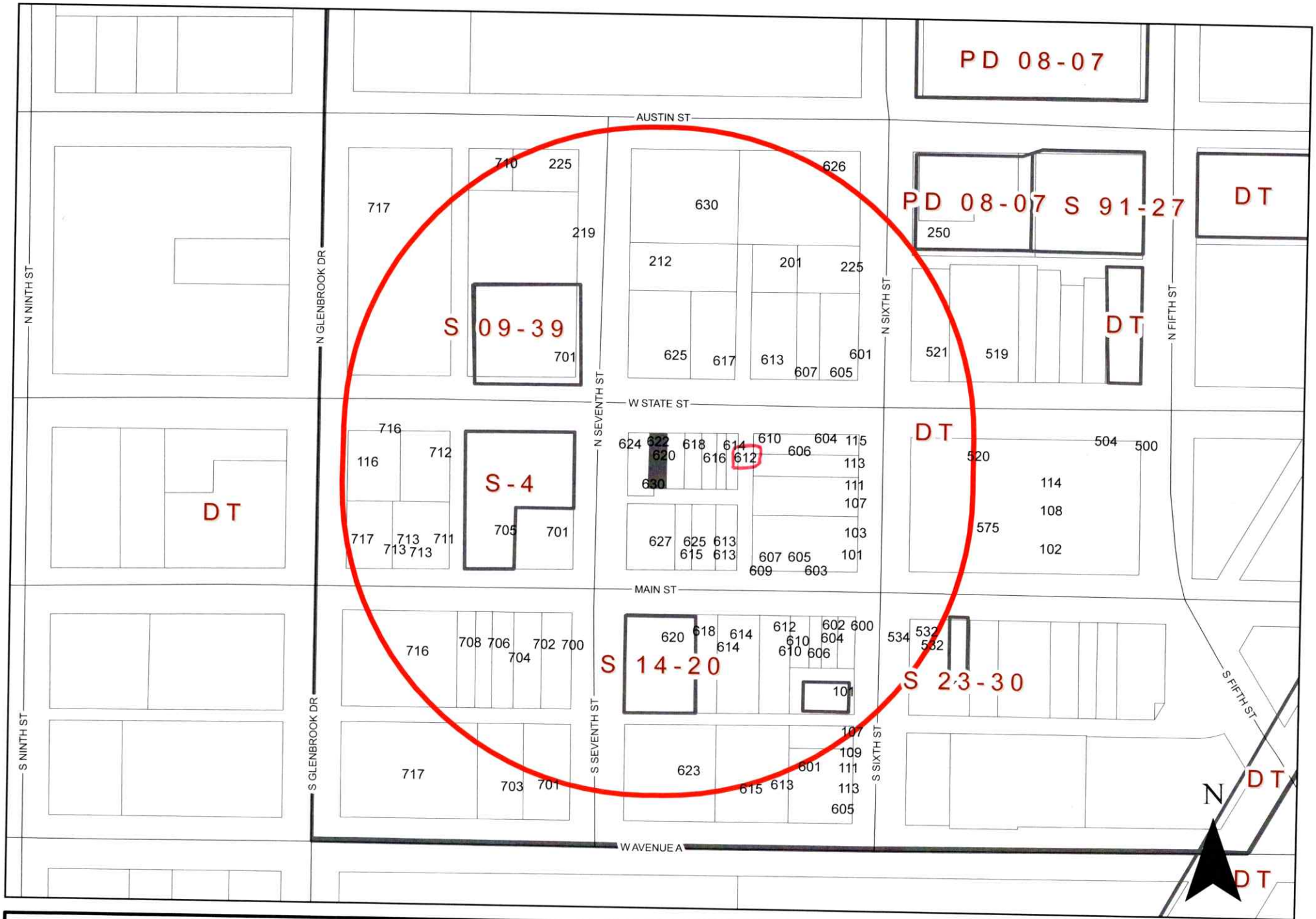
P.C. Meeting, April 14, 2025

2a. APPROVED Consideration of the application of **Leslie Montena**, requesting approval of a Major Waiver to Chapter 7, Table 7-7 of the Garland Development Code to install a 30-square-foot wall sign positioned lower on the façade, where only 10-square-foot signs are permitted below 12 feet above grade on a property zoned Downtown (DT) District, Downtown Historic (DH) sub-district. The site is located at 622 West State Street. (District 2) (File DD 25-01)

Planner II, Matthew Wolverton, presented the request to the Commission and remained available for questions.

The applicant, Leslie Montena, 622 West State Street, Garland, TX 75040, provided an overview of the request and remained available for questions.

Motion was made by Commissioner Abell to close the public hearing and **approve** the application as presented. Seconded by Commissioner Rose. **Motion carried: 7 Ayes, 0 Nays.**



0

200

400 Feet

Downtown Development 25-01

INDICATES AREA
OF REQUEST

INDICATES
NOTIFICATION AREA

622 West State Street

Comment Form

Case DD 25-01

DD 25-01 Leslie Montena. The applicant requests a "Major Waiver" to the Downtown Sign Standards to install a 30-square-foot wall sign positioned lower on the façade, where only 10-square-foot signs are permitted below 12 feet above grade. The site is located at 622 West State Street. (District 2)

DD 25-01 Leslie Montena. El solicitante solicita una "Exención importante" a las Normas de señalización del centro para instalar un letrero de pared de 30 pies cuadrados ubicado más abajo en la fachada, donde solo se permiten letreros de 10 pies cuadrados por debajo de los 12 pies sobre el nivel del suelo. El sitio está ubicado en 622 West State Street. (Distrito 2)

DD 25-01 Leslie Montena. Người nộp đơn yêu cầu "Miễn trừ lớn" đối với Tiêu chuẩn Biển báo Trung tâm thành phố để lắp đặt biển báo tường rộng 30 feet vuông ở vị trí thấp hơn trên mặt tiền, nơi chỉ được phép lắp đặt biển báo rộng 10 foot vuông ở độ cao dưới 12 foot so với mặt đất. Địa điểm này nằm tại 622 West State Street. (Quận 2)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Jolene Smith - Owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

612 W. State St.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland TX

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã Bưu Chính

Jolene M. Smith

Signature / Firma / Chữ ký

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

**Comment Form Continued –
Case DD 25-01**

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

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

We need all the help we can get in that corner.

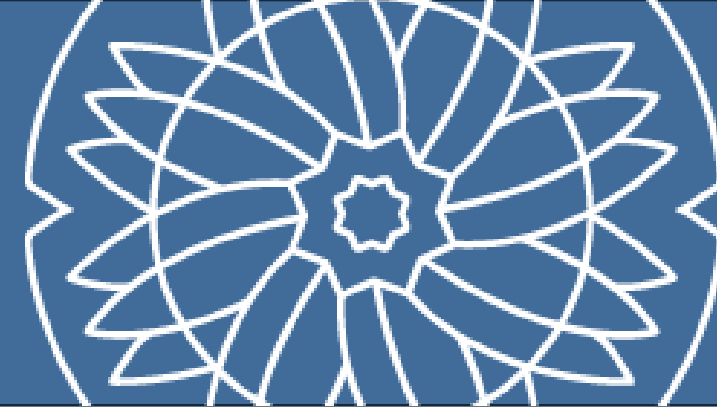


GARLAND

City Council Meeting

May 6, 2025

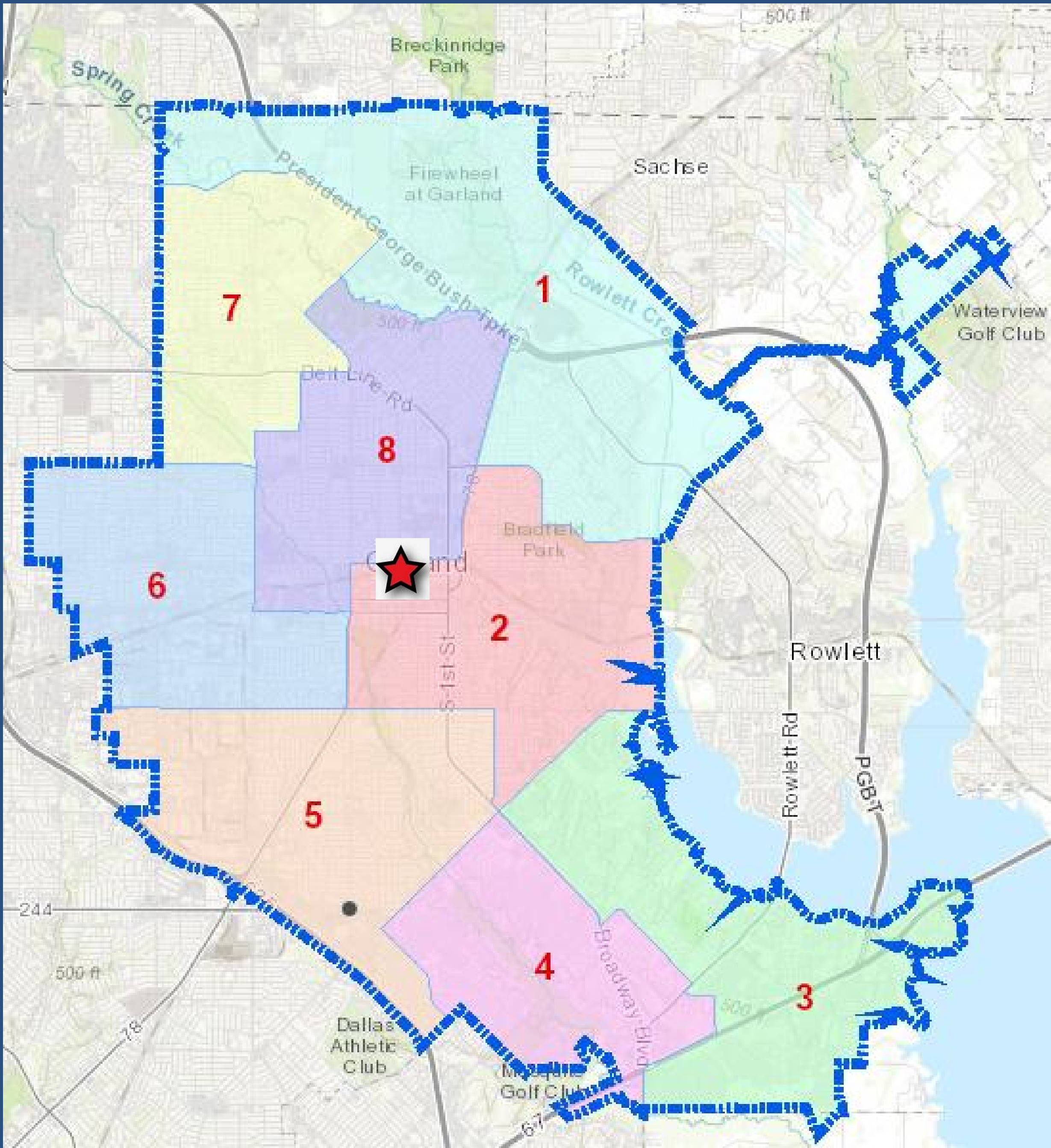




Request

The applicant requests a Major Waiver to Chapter 7 Downtown (DT) District, Table 7-7 of the Garland Development Code to install a 30-square-foot **wall sign** positioned lower on the façade, where only 10-square-foot signs are permitted below 12 feet above grade on a property zoned Downtown (DT) District, Downtown Historic (DH) sub-district.





Case Information

Location: 622 West State Street

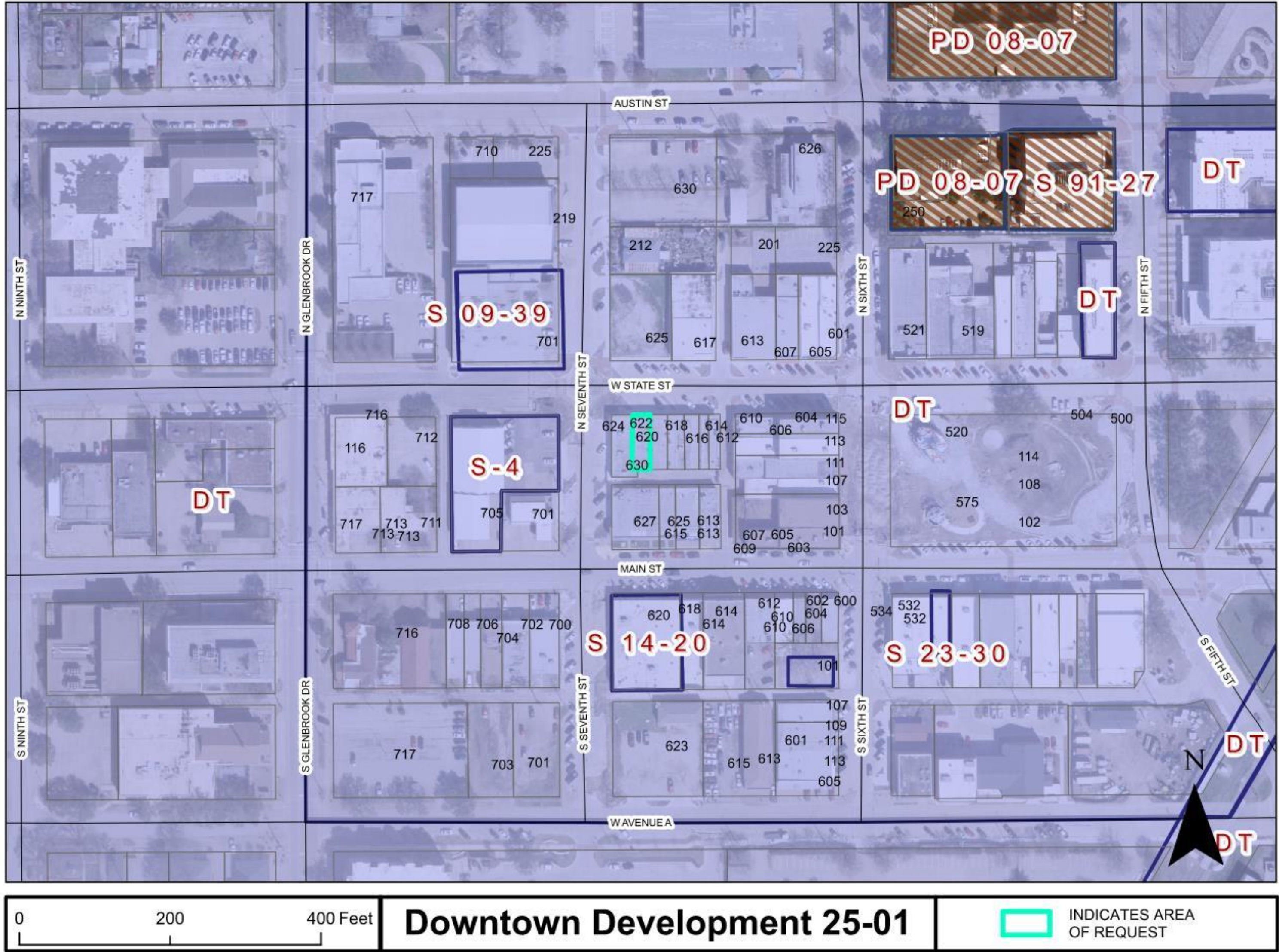
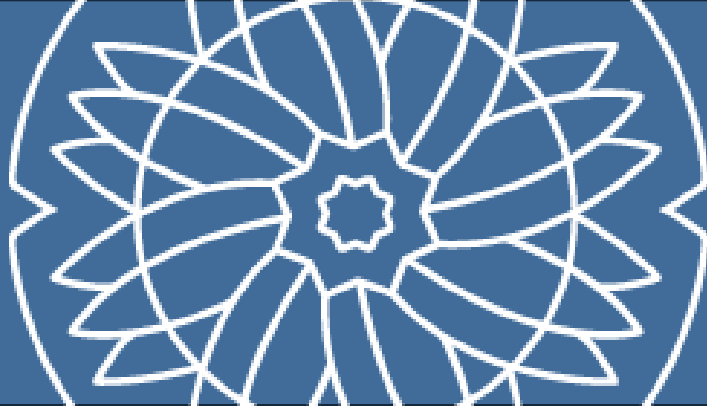
Applicant: Leslie Montena

Owner: Leslie Montena & Darrell Marshall

Square Footage: 1,400 square feet

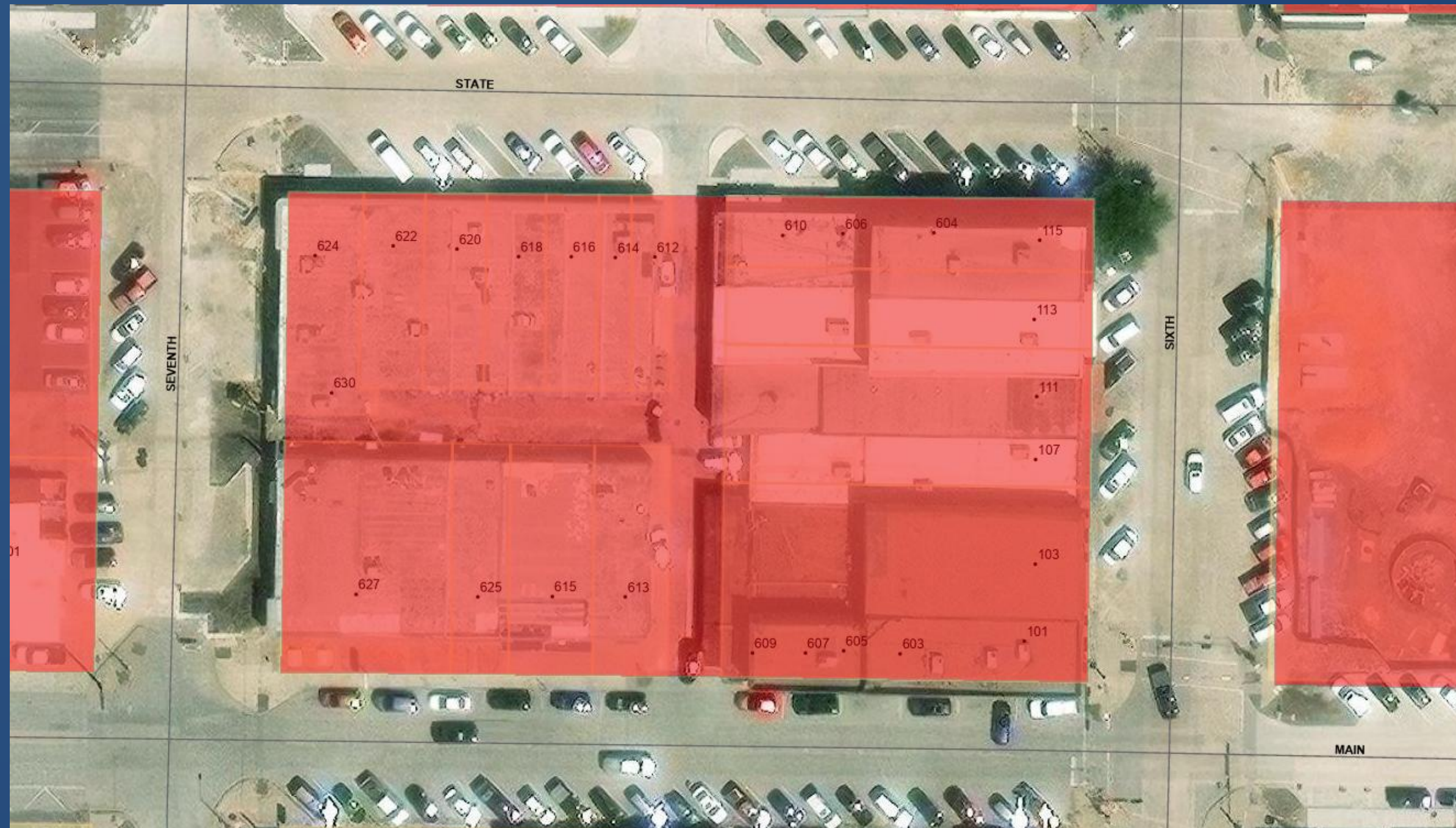
Zoning: Downtown (DT) District, Downtown Historic (DH) sub-district

Location Map

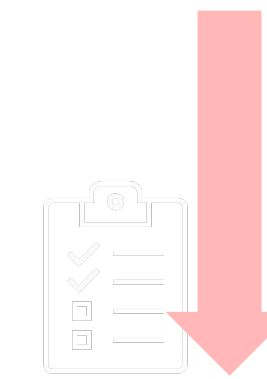


622 West State Street

Comprehensive Plan



Community Centers



Community centers are areas with compact development, primarily non-residential, serving a collection of neighborhoods. This type of development consists of a mix of uses, including retail, services, office use, multi-family residential, and entertainment.

Site Photos

622 West State Street



View of the subject site from the parking lot of the shopping center



View from the subject site looking East down West State Street

Site Photos

622 West State Street

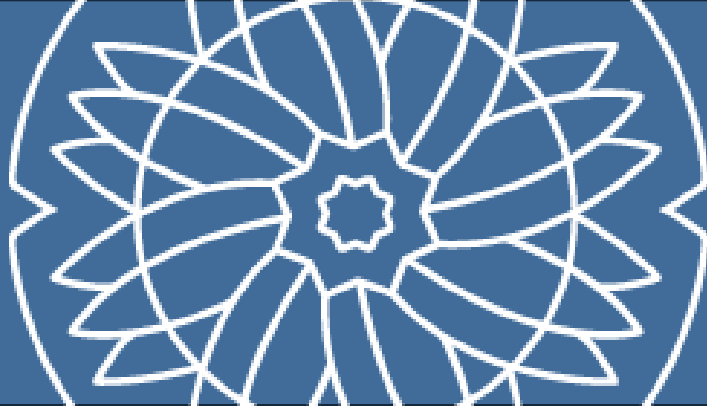


View from the subject site looking North across West State Street



View from the subject site looking West down West State Street

Sign Exhibits



Request Signage



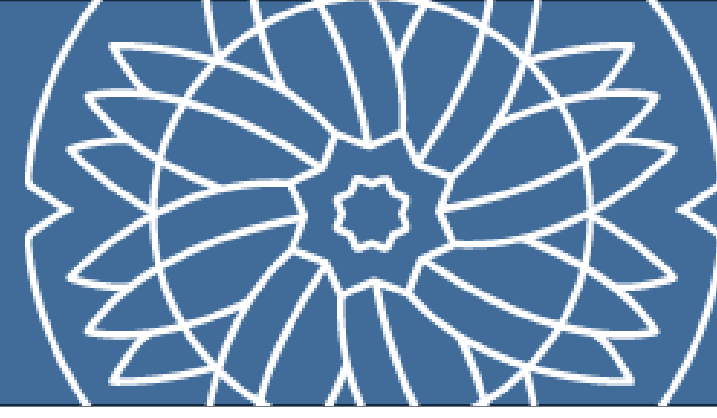
Current Ordinance Requirements



Requested Dimensions



Recommendations



Staff Recommendation: Approval

Plan Commission Recommendation: Approval (9-0)



Response Letters

Thank You

Questions?





GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

10.

Meeting Date: 05/06/2025

Title: Board Appointment

Submitted By: Courtney Vanover, Public Information Coordinator

Issue/Summary

Citywide Appointment

- Art Munoz, Animal Services Advisory Committee

Background

Consideration / Recommendation

Attachments

Art Munoz



Application for City of Garland Boards and Commissions

First Name:	Arturo	Last Name:	Munoz
Address:	1846 Breeds Hill Rd	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:			
Instagram			
<input type="checkbox"/> Facebook	<input type="checkbox"/> Twitter	<input type="checkbox"/> Instagram	<input type="checkbox"/> LinkedIn
<input type="checkbox"/> Nextdoor	<input type="checkbox"/> TikTok		
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):			
1 st	Animal Services Committee	2 nd Choice:	
		3 rd Choice:	
Please list any experience that qualifies you to serve in the areas you have indicated.			
I have 21 years of experience in animal welfare.			
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.			
Garland Noon Exchange Club			
What is your educational background?			
College and Police Academy			
Referred by:	Phillip Urrutia and Uriel Villapando	District:	1



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:



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

11.

Meeting Date: 05/06/2025

Title: Board Appointment

Submitted By: Courtney Vanover, Public Information Coordinator

Issue/Summary

Citywide Appointment

- Ashton Tassin, Animal Services Advisory Committee

Background

Consideration / Recommendation

Attachments

Ashton Tassin



Application for City of Garland Boards and Commissions

First Name:	Ashton	Last Name:	Tassin
Address:	206 Carver St	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)?		Not a resident	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	Animal Services Committee	2 nd Choice:	Parks and Recreation Board	3 rd Choice:	Community Multicultural Commission
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Please list any experience that qualifies you to serve in the areas you have indicated.

I currently serve as a Program Manager with Dallas County Health and Human Services at the Garland clinic, where we offer immunization & preventive medical services to our city and county's citizens. I oversee 12 staff, coordinate with Dallas County HHS management on multiple public health programs, and oversee all programs, including our social worker program. I served as Public Health manager with the City of Garland from October 2022 to July 2024, at which point our department transitioned under county leadership. I have served on the legislative subcommittee of Dallas County's Public Health Advisory Committee in years past. I also currently serve on the Parkland Garland COPC Advisory Board. I am an active member of Garland Area Service Providers.

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

I have not served on a city board or commission.

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

I sponsored the Nuestra Vecindad project last year with our public health ambassador Noemi Guerra. She facilitated this community art project and carried out some programs at Garland Animal Shelter (NV pup edition). I have been an active volunteer for over 10 years with North Texas Master Naturalists, which is sponsored by Texas Parks and Wildlife & Texas A&M AgriLife Extension. This involved many community projects and educational outreach programs.

What is your educational background?

I have a Bachelor's of Science in Neuroscience from UTD, Master's of Public Health from UNTHSC, and a Graduate certificate in Environmental Studies from TAMUC.

Referred by:	Uriel Villalpando	District:	2
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Disclosure Form

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None.

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None.

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