

Work Session Room at City Hall
Monday, April 14, 2025
6 p.m.



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

GARLAND

CITY OF GARLAND WORK SESSION 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.

PUBLIC COMMENTS ON WORK SESSION ITEMS

Members of the audience may address the City Council on any Work Session item at the beginning of the meeting. Speakers are allowed three minutes each, grouped by agenda item and called in the order of the agenda. Anyone wishing to speak must fill out a speaker card (located at the entrance to the Council Chambers and on the visitor's side of the Work Session Room) and give it to the City Secretary before the Mayor calls the meeting to order. Speakers are limited to addressing items on the Work Session agenda only. Items on a Regular Meeting agenda should be addressed at the respective Regular Meeting. Items not currently on an agenda may be addressed during the citizen comments portion of any Regular Meeting.

CONSIDER THE CONSENT AGENDA

Council may ask for discussion or further information on any item posted in the consent agenda of the next Regular Meeting. Council may also ask that an item on the consent agenda be pulled and considered for a vote separate from the consent agenda at the next Regular Meeting. All discussions or deliberations are limited to posted agenda items and may not include new or unposted subject matter.

WRITTEN BRIEFINGS

Council may ask for discussion, further information, or give direction to staff on an item posted as a written briefing.

1. TMPA Asset Exchange

Council is requested to consider an Asset Exchange Proposal between Texas Municipal Power Agency (TMPA) and Bryan Texas Utilities for the exchange of certain transmission and station assets. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 6, 2025 Regular Meeting.

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

Council is requested to consider the approval of a purchase agreement and relocation assistance package negotiated with Victoria Covarrubias Rubio for the acquisition of fee simple interest from real property located at 2329 Proctor Street, and authorize the City Manager to execute such documents necessary to complete the transaction. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 15, 2025 Regular Meeting.

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

Council is requested to consider the approval of 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, and authorize the City Manager to execute such documents necessary to complete the transaction. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 15, 2025 Regular Meeting.

4. **City Council Committees - Pending Items List**

An informational update with a dated list of items referred to Council Committees by two Councilmembers. These items are currently under committee-level discussion and remain pending. No Council action is requested at this time; items will return to the full Council with a report from the committee chair upon completion of committee review.

VERBAL BRIEFINGS

Council may ask for discussion, further information, or give direction to staff on an item posted as a verbal briefing.

5. **ATMOS Energy Operations in Garland**

ATMOS Energy will present an operational update on gas service within the City of Garland, including safety protocols, customer service resources, and community outreach efforts.

6. **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.**

Council is requested to consider the approval of 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. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 6, 2025 Regular Meeting.

7. **Lakeshore Clean Up Efforts**

Staff will present an update on current and planned initiatives to clean and maintain the shoreline of Lake Ray Hubbard.

8. **Grant Overview Kick-Off**

Staff will present Council with review details concerning the distribution of Community Development Block Grant (CDBG) funding, HOME Infill Partnership Grant (HOME) funding and Emergency Solutions Grant (ESG) funding for the program year 2025-2026.

9. **DART Governance and Funding - Impacts on Garland**

Staff will provide the Council with an update on recent actions taken by the DART Board regarding funding and governance. Proposed legislation that would impact DART will also be discussed.

10. Audit Committee Meeting Report

Staff will provide City Council with updates on recently completed audits by the Internal Audit Department. Councilmember Ed Moore, Chair of the Internal Audit Committee, and Jed Johnson, City Auditor, will provide a committee report on the following items: FY24 External Audit, Sanitation Commercial Services Audit, Municipal Wastewater Treatment Agreements Audit, Pothole and Major Patch Repair Program Audit.

11. Administrative Services Committee Report

Deputy Mayor Pro Tem Lucht, Chair of the Administrative Services Committee, along with staff, will present a committee report on Board and Commissions Engagement. This item was submitted by Deputy Mayor Pro Tem Lucht and seconded by Councilmember Dutton at the January 21, 2025 Work Session. The presentation will also include a report on City Ordinances Related to Chickens. This item was submitted by Councilmember Hedrick and seconded by Councilmember Dutton at the February 11, 2025 Work Session.

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.

12. Councilmember Chris Ott

- Libby Odom - Parks & Recreation Advisory Board

ANNOUNCE FUTURE AGENDA ITEMS

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

EXECUTIVE SESSION

13. Deliberate or discuss:

The City Council will recess from the open session and convene in a closed executive session pursuant to Section 551.086, 551.089, and 552.133 of the Texas Government Code to discuss the following matter:

- GP&L IT Risk Assessment Briefing (Sec. 551.089) -- Discussions and deliberations regarding security assessments or deployments relating to information resources technology, network security information, and the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.
- Competitive matters related to Garland Power & Light as it pertains to the quarterly briefing from the Risk Oversight Committee (551.086 and 552.133) and attorney/client communication related to same (551.071).

ADJOURN

All Work Sessions of the Garland City Council are broadcast live on CGTV, Time Warner Cable Channel 16 and Frontier FIOS TV 44. Meetings are rebroadcast at 9 a.m. and 7 p.m. Tuesdays - Sundays. Live streaming and on-demand videos of the meetings are also available online at GarlandTX.tv. Copies of the meetings can be purchased through the City Secretary's Office (audio CDs are \$1 each and DVDs are \$3 each).

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

1. Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.
2. The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a

detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.

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



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



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

1.

Meeting Date: 04/14/2025
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 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			
		<input type="checkbox"/> GP&L <input type="checkbox"/> DME			
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 Work Session

2.

Meeting Date: 04/14/2025

Title: Shiloh Road CIP 14317 Parcel E39 - Acquisition of Real Property Located at 2329 Proctor Street

Submitted By: Niels Brown, Real Estate Director

Strategic Focus Area: Well-Maintained City Infrastructure
Future-Focused City Organization

Issue/Summary

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

Background

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

Consideration / Recommendation

Council is requested to consider the approval of a purchase agreement and relocation assistance package negotiated with Victoria Covarrubias Rubio for the acquisition of fee simple interest from real property located at 2329 Proctor Street, and authorize the City Manager to execute such documents necessary to complete the transaction. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 15, 2025 Regular Meeting.

Attachments

E39_Rubio_Exhibit A

E-39_Rubio Signed by Seller

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

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

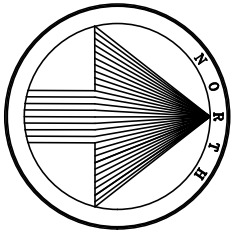
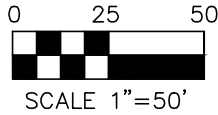


EXHIBIT "A" RIGHT-OF-WAY RESERVATION

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

GENERAL NOTES:

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



LEGEND

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

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

SOUTH SHILOH ROAD

(VARIABLE WIDTH R.O.W.)

(CM)
1/2" CIRF
(ILLEGIBLE)

5/8" CIRS
"STV"

THOMAS BURRISS
SURVEY
ABSTRACT NO. 64

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

L4

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

#2329

LOT 34

9,998 SQ. FT.
(0.2295 ACRES)

L4

5/8" CIRS
"STV"

L3

LOT 33

LOT 1

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

1/2" IRF

LOT 2

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

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


STEPHEN J. DIAL RPLS NO. 6697

DATE: JULY 11, 2024



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



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

1800269.03

07/11/2024

PAGE 2 OF 3

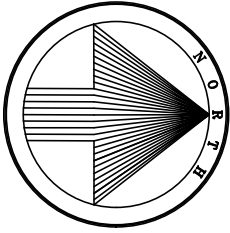
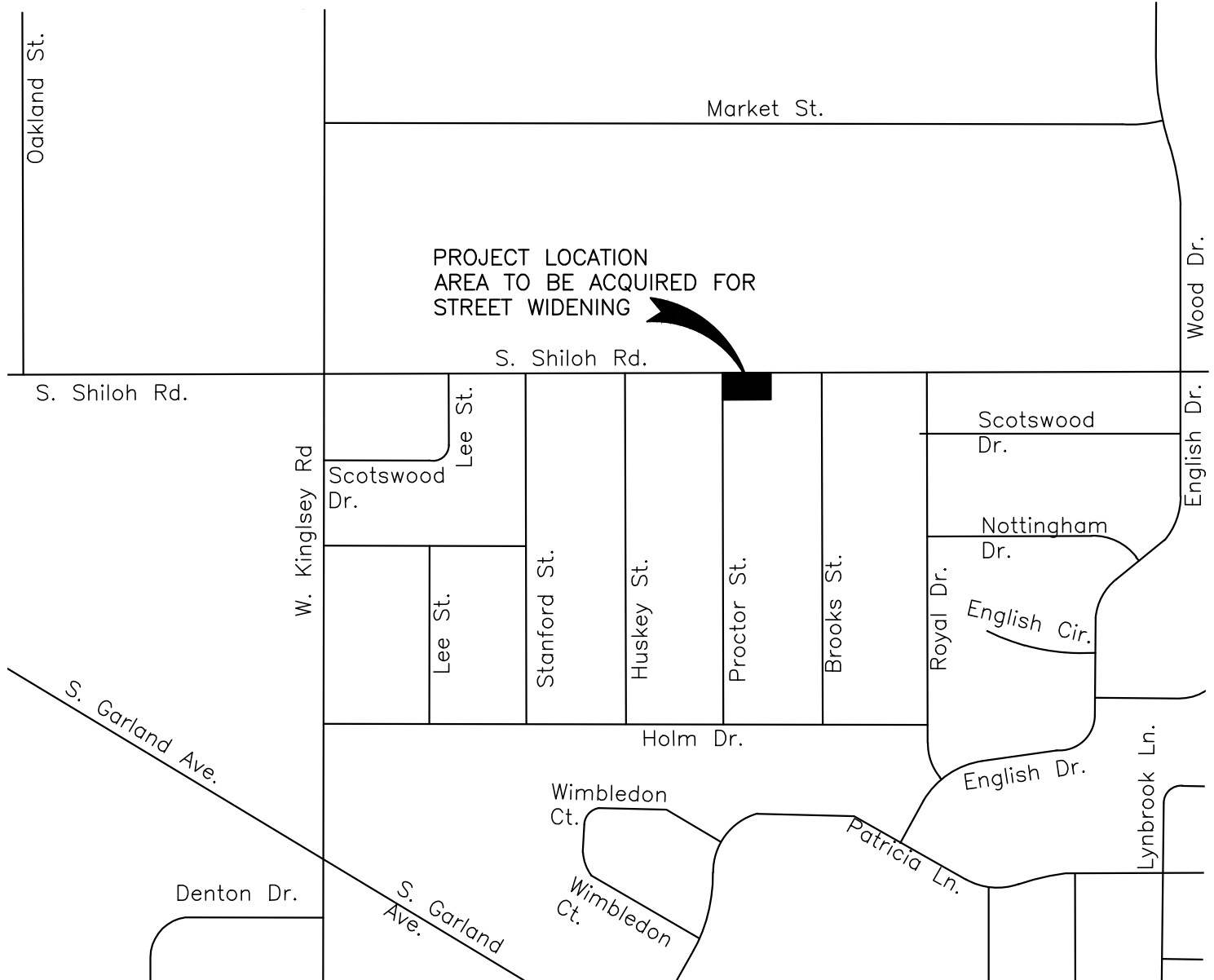


EXHIBIT "A"
RIGHT-OF-WAY RESERVATION
LOT 34, BLOCK 2
CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS
VICINITY MAP



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



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

REAL PROPERTY PURCHASE AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Closing.

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

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

11. Closing Adjustments and Prorations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature pages follow]

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

SELLER:

Victoria Covarrubias-Rubio

By: Victoria COVS.
Victoria Covarrubias-Rubio

Date : 3-25-2025

SELLER'S NOTICE ADDRESS:

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

With a copy to:

BUYER:

City of Garland, a Texas home-rule municipality

By: _____

Name: _____

Date : _____

BUYER'S NOTICE ADDRESS:

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

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

Acknowledgment of Title Company Receipt

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

TITLE COMPANY:

Fidelity National Title

By:

Diana M. Spiak-Lee, VP / Escrow Officer

Date:

EXHIBITS:

Exhibit "A" – Form of Special Warranty Deed

EXHIBIT "A"
FORM OF SPECIAL WARRANTY DEED

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

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

GRANTOR: **Victoria Covarrubias-Rubio**

By: _____

Print Name: Victoria Covarrubias-Rubio

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

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

Notary Public in and for the State of Texas

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



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

3.

Meeting Date: 04/14/2025

Title: Shiloh Road CIP 14317 Parcel E43 - Acquisition of Real Property Located at 2329 Stanford Street

Submitted By: Niels Brown, Real Estate Director

Strategic Focus Area: Well-Maintained City Infrastructure
Future-Focused City Organization

Issue/Summary

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

Background

As part of the 2019 Bond Program, voters approved the reconstruction of Shiloh Road (from Kinglsey to Miller) from a four-lane divided concrete street to a six-lane divided concrete street. This 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 the approval of a purchase agreement and relocation assistance package negotiated with Walter and Silvia Alcantara for the acquisition of the right-of-way from real property located at 2329 Stanford Street, and authorize the City Manager to execute such documents necessary to complete the transaction. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 15, 2025 Regular Meeting.

Attachments

E43_Alcant Exhibit A

E-43_Alcant Signed by Seller

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

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

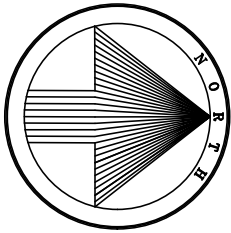
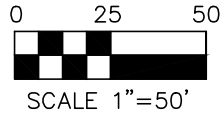


EXHIBIT "A" RIGHT-OF-WAY RESERVATION

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

GENERAL NOTES:

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



LEGEND

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

**HENRY REID
SURVEY
ABSTRACT NO. 1197**

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

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

SOUTH SHILOH ROAD

(VARIABLE WIDTH R.O.W.)

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

(CM)
"X" CUT
FND.

(CM)
3/8" IRF

(CM)
1/2" IRF

LOT 20

1/2" IRF
(LEANING)

LOT 21

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

**THOMAS BURRISS
SURVEY
ABSTRACT NO. 64**

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

9239 SQ. FT.
(0.2121 ACRES)

LOT 34

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

LOT 33

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

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


STEPHEN J. DIAL RPLS NO. 6697

DATE: JULY 11, 2024

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



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



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

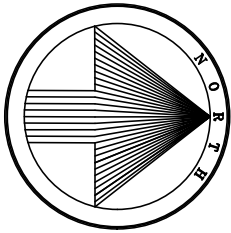
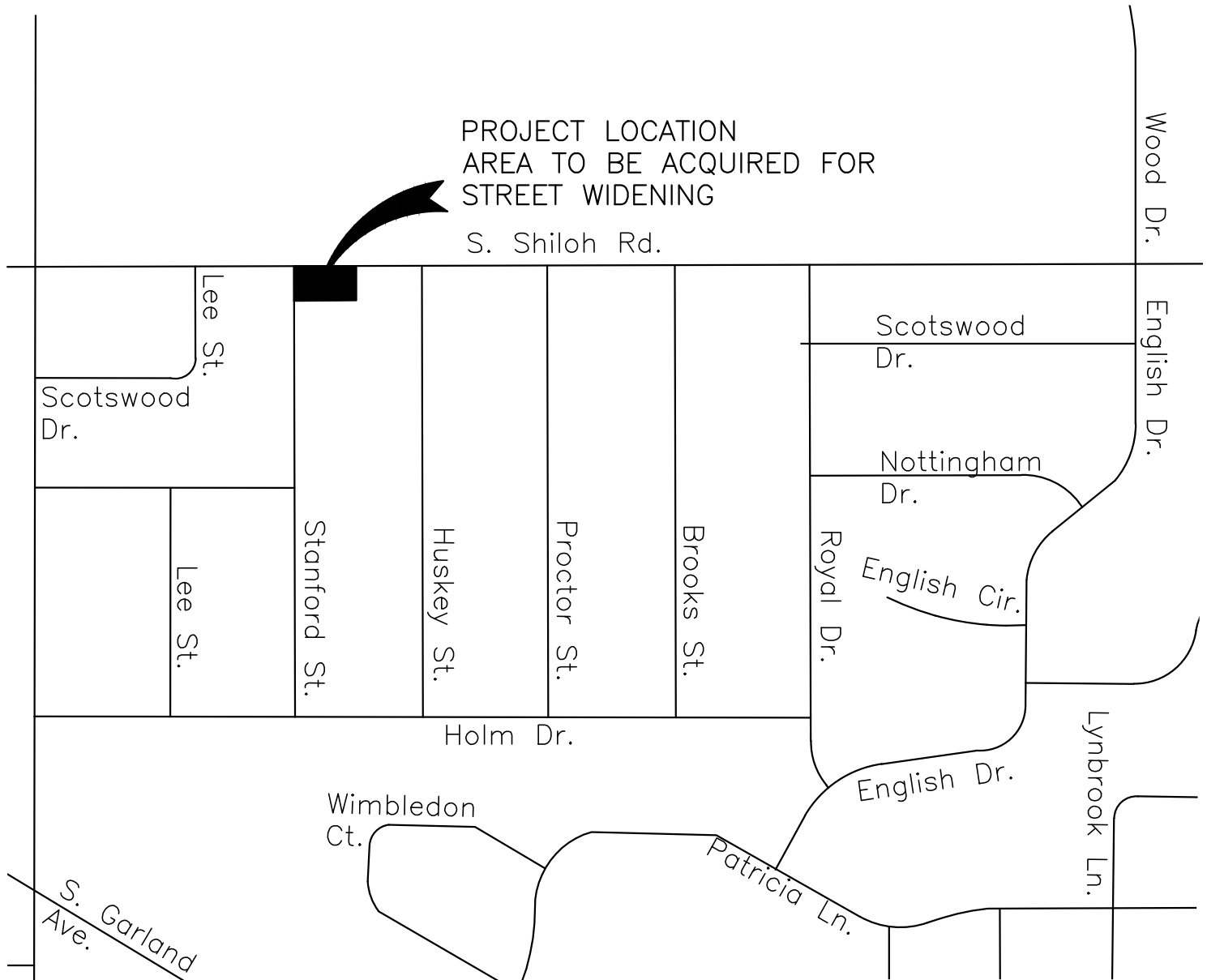


EXHIBIT "A"
RIGHT-OF-WAY RESERVATION

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



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



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

REAL PROPERTY PURCHASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Closing.

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

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

11. Closing Adjustments and Prorations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature pages follow]

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

SELLER:

Walter Alcantara

By: x *Walter Alcantara*
Walter Alcantara

Date : *March 19, 2025*

Silvia Alcantara

By: *Silvia Alcantara*
Silvia Alcantara

Date : *March 19, 2025.*

SELLER'S NOTICE ADDRESS:

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

With a copy to:

BUYER:

City of Garland, a Texas home-rule municipality

By: _____

Name: _____

Title: _____

Date : _____

BUYER'S NOTICE ADDRESS:

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

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

Acknowledgment of Title Company Receipt

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

TITLE COMPANY:

Fidelity National Title

By:

Diana M. Spiak-Lee, VP / Escrow Officer

Date: _____

EXHIBITS:

Exhibit "A" – Form of Special Warranty Deed

EXHIBIT "A"
FORM OF SPECIAL WARRANTY DEED

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

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

By: _____

Print Name: Walter Alcantara

Title: _____

By: _____

Print Name: Sylvia Alcantara

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

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

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF DALLAS

§

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

Notary Public in and for the State of Texas

Upon Filing Return To:

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



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

4.

Meeting Date: 04/14/2025

Title: City Council Committees - Pending Items List

Issue/Summary

The Pending Items List for Council Committees is provided as a status update for Council's review.

Background

City Council Committees:

Administrative Services

Audit

Community Services

Development Services

Legislative & Public Affairs

Public Safety (*no pending items at this time*)

Transportation, Infrastructure & Mobility

Consideration / Recommendation

Information only.

Attachments

Administrative Services Pending Items List

Audit Committee Pending Items List

Community Services Committee Pending Items List

Development Services Committee Pending Items List

Legislative and Public Affairs Pending Items List

Public Safety Pending Items List

Transportation Infrastructure and Mobility Committee Pending Items List

Administrative Services Committee

Pending Items List

4/7/2025

Deputy Mayor Pro Tem Margaret Lucht - Chair

Councilmember Dylan Hedrick

Councilmember Kris Beard

Staff Liaison - Phillip Urrutia

ITEM	DATE	Referred by:	Scoping	Committee Discussion	Work Session	Council Action
1. All Abilities Advocacy**	1/6/2025	Dutton; Lucht	2/27/2025	3/27/2025	TBD	TBD
2. Boards & Commissions: Review Objectives and Engagement	1/21/2025	Lucht; Dutton	2/27/2025	3/27/2025	4/14/2025	TBD
3. City Signage & Languages Used: Review	2/3/2025	Lucht; Dutton	2/27/2025	4/24/2025	TBD	TBD
4. City Ordinance Related to Chickens: Review	2/12/2025	Hedrick; Ott	2/27/2025	3/27/2025	4/14/2025	TBD
5. Process for Economic Development Agreements: Review	3/17/2025	Lucht; Dutton	4/24/2025	TBD	TBD	TBD

**Items in green are slated for scoping discussion at next committee date scheduled*

***Items slated for second Committee discussion following scoping at March 27, 2025 meeting*

Audit Committee

Pending Items List

4/7/2025

Mayor Pro Tem Ed Moore - Chair
Councilmember B.J. Williams
Councilmember Chris Ott
Staff Liasion - Jed Johnson

ITEM	DATE	Referred by:	Scoping	Committee Discussion	Work Session	Council Action
1. Benefits Billing Audit - Update on City-wide HIPPA Framework Development and Implementation	6/26/2024	Moore		6/24/2025	TBD	TBD
2. Parking Enforcement Audit - Update on City Marshal's Action Plan Implementation	12/17/2024	Williams		6/24/2025	TBD	TBD
3. Parking Enforcement Audit - Update on Enforcement Strategies and Effectiveness	1/6/2025	Lucht		6/24/2025	TBD	TBD
4. Municipal Wastewater Treatment Agreements Audit - Update on Management Action Plans	4/8/2025	Williams; Moore		12/1/2025	TBD	TBD

Community Services Committee

Pending Items List

4/7/2025

Councilmember Jeff Bass - Chair

Councilmember Kris Beard

Councilmember Carissa Dutton

Staff Liasion - Kevin Slay

ITEM	DATE	Referred by:	Scoping	Committee Discusson	Work Session	Council Action
						Delayed pending Salesforce implementation
1. Civil Penalties for Code Compliance Issues	8/20/2024	Dutton; Lucht	12/4/2024	1/23/2025	2/17/2025	
2. Outside Storage of Tires at Businesses**	11/18/2024	Williams; Lucht	3/27/2025	5/29/2025	TBD	TBD
3. Pop-up Businesses on Private Property at Night**	2/17/2025	Williams; Lucht	3/27/2025	5/29/2025	TBD	TBD
4. MD Health Pathways	3/3/2025	Ott; Hedrick	3/27/2025	3/27/2025	5/5/2025	TBD
5. Adopt-A- Street Program	3/28/2025	Bass; Hedrick	5/29/2025	TBD	TBD	TBD

**Items in green are slated for scoping discussion at next committee date scheduled*

***Items slated for second Committee discussion following scoping at March 27, 2025 meeting*

Development Services Committee

Pending Items List

4/7/2025

Councilmember Dylan Hedrick- Chair

Councilmember Margaret Lucht

Councilmember Jeff Bass

Staff Liasion - Andy Hesser

ITEM	DATE	Referred by:	Scoping	Committee Discusson	Work Session	Council Action
1. Review Sign Ordinance**	6/17/2024	Bass; Lucht	10/21/2024	4/21/2025	TBD	TBD
2. Historical Significance of Specific Signage in Garland**	9/16/2024	Lucht; Williams	10/21/2024	4/21/2025	TBD	TBD
3. Historical Signs - Façade Program**	9/16/2024	Lucht; Dutton	10/21/2024	4/21/2025	TBD	TBD
4. Bounded 380 – Residential Improvements	9/16/2024	Ott; Hedrick	10/21/2024	4/21/2025	TBD	TBD

***Items slated for second Committee discussion following March 17, 2025 meeting*

Legislative & Public Affairs Committee

Pending Items List

4/7/2025

Councilmember B.J. Williams - Chair
Councilmember Chris Ott
Councilmember Jeff Bass
Staff Liasion - Ariel Traub

ITEM	DATE	Referred by:	Scoping:	Committee Discusson	Work Session	Council Action
1. DART Funding - Resolution	7/15/2024	Hedrick; Bass		3/17/2025	3/17/2025	Council will reassess after regional discussions in April

Public Safety

Pending Items List

4/7/2025

Councilmember Carissa Dutton - Chair
Councilmember B.J. Williams
Councilmember Kris Beard
Staff Liasion - Mitch Bates

ITEM	DATE	Referred by:	Scoping:	Committee Discusson	Work Session

Transportation, Mobility, & Infrastructure Committee

Pending Items List

4/7/2025

Councilmember Chris Ott - Chair

Councilmember Dylan Hedrick

Councilmember Carissa Dutton

Staff Liaison - Crystal Owens

ITEM	DATE	Referred by:	Scoping:	Committee Discussion	Work Session	Council Action
Assessment of Truck-Related Traffic Concerns and Signage in the Shiloh Road and Kraft Heinz Area	3/31/2025	Dutton; Lucht	4/15/2025	TBD	TBD	TBD

**Items in green are slated for scoping discussion at next committee date scheduled*



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

5.

Meeting Date: 04/14/2025
Title: ATMOS Energy Operations in Garland
Submitted By: Letecia McNatt, Assistant to the City Manager
Strategic Focus Area: Well-Maintained City Infrastructure
Customer-Focused City Services

Issue/Summary

ATMOS Energy will provide a verbal briefing to the City Council regarding their operations within the City of Garland. The update will cover safety protocols, customer engagement practices, and ongoing efforts to enhance service delivery and public awareness.

Background

ATMOS Energy has periodically presented updates to the Garland City Council to ensure transparency and provide residents with relevant information about gas service operations, safety measures, and customer service tools. The presentation will include a 10--15 minute overview, followed by time for Council questions.

Topics will include:

- How citizens can report a gas leak
- ATMOS response to reported leaks
- Billing inquiries and customer service access
- Safety protocols and procedures
- Use of technology to improve safety
- Public outreach campaigns, such as "Call 8-1-1 before you dig"
- Other relevant operational updates

Consideration / Recommendation

This item is presented for informational purposes only. No Council action is required.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

6.

Meeting Date: 04/14/2025

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 a 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 unless otherwise directed by Council, will be formally considered by City Council at the May 6, 2025, Regular Meeting.

Attachments

519 State Street Terms Sheet DRAFT
519 State Street - Proposed Development

519 State Street | Terms Sheet

“Property” **519 State Street (PID: 26288420010010000)**

“Owner” **City of Garland**

200 North 5th Street, Garland Texas 75020

“Developer” **The Owl Icehouse, LLC**

110 E. Louisiana Street, McKinney, TX 75069

General Terms

Owner will:

- **Sell the property** at the appraised value of **\$740,000**.
- Issue a **\$500,000 one-time reimbursement** to the Developer upon:
 - Completion of construction
 - Issuance of Certificate of Occupancy (CO)
 - 30 consecutive days of restaurant operation
- Provide up to **\$200,000 in performance-based incentives** over 5 years, at a rate of **\$40,000 per year**, contingent upon:
 - Minimum \$2 million appraised real property value (building + land only)
 - Minimum \$2 million in gross annual sales
- Transfer the property **as-is** with no additional City investment beyond the listed incentives
- Maintain the right to terminate agreement or suspend payments if the Developer fails to:
 - Meet performance or construction requirements
 - Fulfill operational commitments
 - Comply with conditions from the prior development agreement

Developer will:

- **Purchase the property** from the City for **\$740,000**
- Invest approximately **\$2.5 million in real property improvements**
- Invest approximately **\$600,000 in FF&E (furniture, fixtures, and equipment)**
- Open and operate a restaurant concept at the property
- Complete demolition and build out of the Property on or before **August 1, 2026**, or convey the property back to the City at fair market value.
- Operate the business continuously until at least **July 31, 2031**

Additional Terms:

- Coordinate architectural design with Ron Hobbs, architect of record for Jones State Street Real Estate Holding Co., Inc.
- Maintain a seat for Jones State Street Real Estate Holding Co., Inc. on the design team throughout development
- Provide access to a private room for Jones State Street Real Estate Holding Co., Inc. at \$1/day, under the following conditions:
 - Up to twice per calendar month
 - During regular business hours
 - Subject to availability and coordination with restaurant management
- Conduct a walk-through prior to site activity so that Jones may identify and retain any materials of interest



GARLAND

519 State Street

Proposed Development



Eco Dev Strategic Plan (2023)

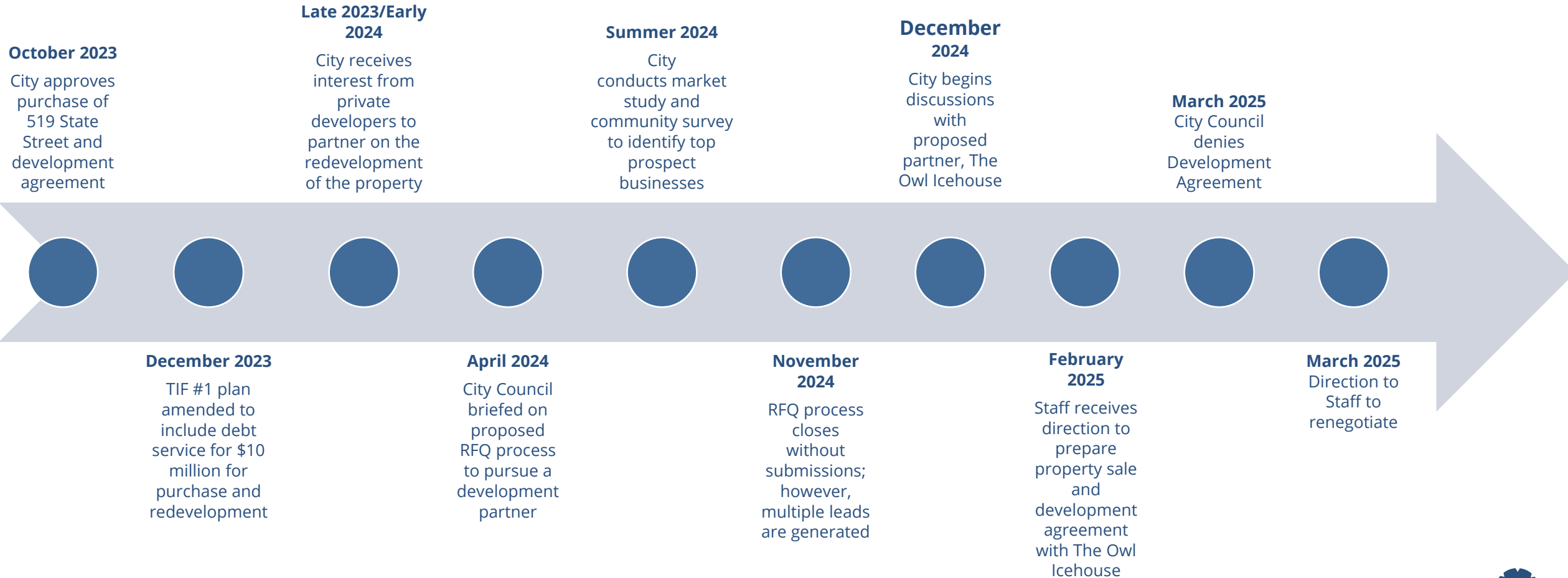


- ✓ **Create Destinations, i.e. The Bankhead Cultural Arts District**
- ✓ **Downtown Revitalization**
- ✓ **Promote and Encourage Redevelopment of Underutilized and Low Value Parcels**
- ✓ **Improve City Image and Perception**
- ✓ **Enhance Physical Appearance**

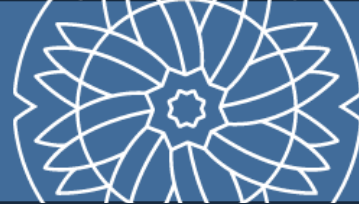
Project Timeline



"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."

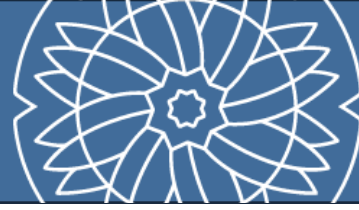


Project Vision



- 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



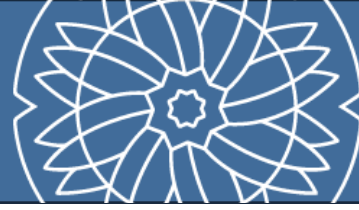
- The City owns 519 State Street and is proposing a partnership with The Owl Icehouse to redevelop it into a restaurant and entertainment space.
 - Purchase Price: \$740,000 paid to the City by developer based on 2023 and 2025 **appraisal**
- The Owl Icehouse:
 - 13,000 square feet, including 2nd story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

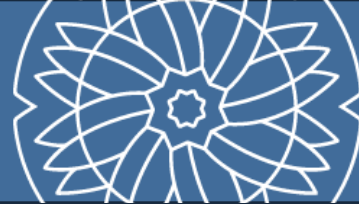
City Reimbursement: Post-Construction

- **\$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



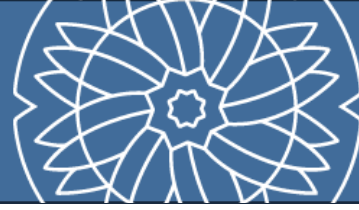
Approach:

- 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.

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





GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

7.

Meeting Date: 04/14/2025
Title: Lakeshore Clean Up Efforts
Submitted By: D'Lee Williams, Managing Director
Strategic Focus Area: Well-Maintained City Infrastructure

Issue/Summary

Staff will present an update on current and planned initiatives to clean and maintain the shoreline of Lake Ray Hubbard.

Background

This briefing will provide an overview of the Interlocal Agreement with the City of Dallas regarding the take area, and provide City Council with an update on current and planned initiatives to clean and maintain the shoreline within City parks.

Consideration / Recommendation

Council Discussion



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

8.

Meeting Date: 04/14/2025
Title: Grant Overview Kick-Off
Submitted By: Jason Wilhite, Construction Manager
Strategic Focus Area: Safe Community
Vibrant Neighborhoods and
Commercial Centers
Customer-Focused City Services

Issue/Summary

Community Development will present to the Council review details concerning the distribution of Community Development Block Grant (CDBG) funding, HOME Infill Partnership Grant (HOME) funding and Emergency Solutions Grant (ESG) funding for the program year 2025-2026.

Background

The City is anticipating receipt of the following funding from the Department of Housing and Urban Development for the program year 2025-2026:

CDBG: \$ 2,070,501
HOME: \$ 640,867
ESG: \$ 186,759

Consideration / Recommendation

Consideration / Recommendation Approximately \$310,575 is earmarked for CDBG Public Services category, adhering to HUD's mandated maximum limit of 15% of entitlement funding that may be used for public services. Additionally, around \$1,345,825 in CDBG Project funding is ready for allocation to City projects. HUD regulations limit monies used for administrative and planning expenses to no more than 20% of the entitlement funding provided. Approximately \$414,100 from the CDBG administrative funding will be utilized by the Community Development Department to oversee the grant programs.

For HOME entitlement funding, an estimated \$640,867 is available, with HUD stipulating that 15% must support a Community Housing Development Organization (CHDO). In addition, up to 10% of the provided funding can be allocated for program administration, amounting to an estimated \$74,199 for Community Development's administrative purposes.

The total estimated funding for the ESG program is \$186,759. The Community Development Department will use around \$14,007 of ESG funding for program administration. Other categories funded by ESG include Shelter Operations and Street Outreach, with an estimated \$111,205, and Rapid Rehousing/Homeless Prevention, totaling approximately \$61,547.

Attachments

Council Meeting Kickoff
Council Workbook



GARLAND
TEXAS MADE HERE

2025-2026 Federal Grant Funding Budget Presentation

Presented by the Community Development Department
April 14, 2025



GARLAND
COMMUNITY DEVELOPMENT



Process Overview



2025-2026 Federal Grant Funding

Council is being asked to begin the process of making decisions on how to allocate fiscal year 2025-26 CDBG, HOME, and ESG funding.

- Worksheets have been provided to Council for review and individual recommendations. Council is being asked to return those completed worksheets by April 28, 2025, in preparation for the May 5, 2025, Work Session discussion meeting.
- A Public Hearing will be held on April 15, 2025, during the regular Council meeting where grant applicants may choose to provide additional information on their request.

2025-2026 Grant Process	
Federal Grants Kickoff Presentation	April 14, 2025– Work Session
Public Hearing	April 15, 2025 Regular Council Meeting
<u>Council Recommendation Worksheets</u>	<u>Due back on April 28, 2025</u>
Allocation Discussion	May 5, 2025– Work Session
Final Allocation Approval	July 8, 2025– Regular Council Meeting



2025-2026 Federal Grant Funding

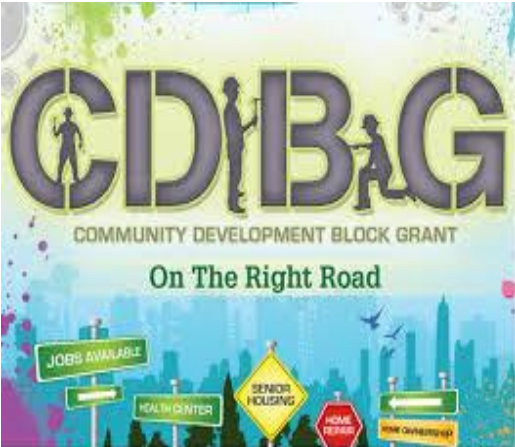
■ CDBG Estimated Funding \$2,070,501

CDBG

Entitlement

Funding Available

- ▶ Estimated Administration \$414,100
- ▶ Estimated Public Services – 15% Set Aside \$310,575
- ▶ Estimated CDBG Projects \$1,345,826





GARLAND
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Prior Year CDBG Accomplishments



Prior Year Grant Accomplishments

■ CDBG Funding

▶ Public Services Programs

- ▶ 2,047 people were provided social services through the CDBG Grant Program
- ▶ Services funded included counseling services, elderly yard care, youth summer camp programs, youth mentoring programs, free medical services, domestic violence services, nursing home ombudsman, and rental assistance programs.

▶ Housing Repair Program

- ▶ 24 single family homeowners were provided repair services through the CDBG Program
- ▶ Services are offered in the form of a grant which does not have to be repaid.
- ▶ Examples of services include HVAC repair/replacement, major electrical repairs, major plumbing repairs, ADA modifications, and other various health and safety repairs.

▶ GREAT Homes Program

- ▶ 1 home has been fully renovated and listed for sale and 1 home in the process of renovation. These homes will be sold to income eligible families when completed. Qualified buyers are only required to put \$500 down to purchase the home.

▶ Code Enforcement Program

- ▶ CDBG provided staff funding to enhance the health and safety of low-income neighborhoods. Code Officers act as the liaison to homeowners providing information on the Code Cares Program and other assistance programs as needed.

A total of 2,072 people benefitted from programs offered through CDBG in the prior year.



2025-2026 Public Services

CDBG Funding – Total Available **\$310,575**

CDBG Applicant	Grant Request
Garland Police Boxing Program	\$34,900
S.T.A.R.S. Summer Camp Program	\$80,000
Parks After School Program	\$65,000
Elderly Yard Care Program	\$29,040
Senior Citizens of Greater Dallas Ombudsman Program	\$20,859
Meals on Wheels	\$20,000
Hopes Door/New Beginning Center	\$50,000
Achievement Center Student Tuition	\$27,000
Counseling Institute Family Therapy	\$42,000
Hope Clinic Medical Clinic	93,800
Salvation Army Rental Assistance	\$77,500
Restoration Church Summer Camp	\$30,000
Under 1 Roof – New CDBG Applicant	\$225,500
Family Gateway – New Applicant	\$25,000
TOTAL	\$820,099

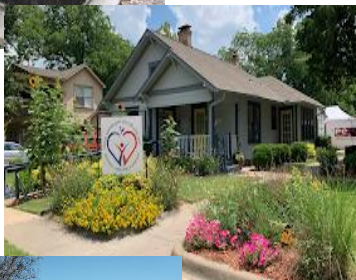
Public Services Requests





GARLAND
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City Project Requests



2025-2026 City Project Requests

■ CDBG Funding

▶ Housing Repair Program - \$650,000

- ▶ Assistance is provided in the form of a grant, which recipients are not obligated to repay. The services encompass a range of offerings such as HVAC repair or replacement, major electrical and plumbing repairs, modifications to comply with ADA regulations, and various other health and safety-related improvements.

▶ Library Outdoor Learning Program - \$445,825

- ▶ The South Garland Library Outdoor Learning Space is a dynamic, nature-inspired extension of the existing library designed to foster creativity, curiosity, and community engagement. It will provide an outdoor area for interactive learning, reading, workshops, and special events that are not as restricted by noise limitations and cleanup considerations that apply to indoor spaces. The project would transform approximately 15,000 square feet of existing library parking lot into an outdoor learning space. This outdoor area is proposed in response to customer feedback on the Library Master Plan survey and will support other Library Master Plan goals to increase awareness, outreach, literacy and lifelong learning, self-sufficiency, community engagement and growth.

▶ Code Enforcement Program - \$250,000

- ▶ Funds will be used to support staff dedicated to improving the health and safety standards within low-income neighborhoods. Code Officers will serve as the point of contact for homeowners, offering guidance on the Code Cares Program and any additional assistance requested.



2025-2026 Federal Grant Funding

HOME Infill
Entitlement
Funding
Available

■ HOME Estimated Funding	\$640,867
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—

- | | |
|------------------------|-----------|
| ▶ Administration | \$64,087 |
| ▶ CHDO – 15% Set Aside | \$96,130 |
| ▶ City Project Funding | \$480,650 |

***All funding must be used for the development of affordable housing**





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Prior Year HOME Accomplishments



Prior Year Grant Accomplishments

- HOME Infill Funding

- ▶ New Construction Single-Family Housing

- ▶ The HOME Infill program developed 4 single-family homes for first time homebuyer families.
 - ▶ The required 15% of CHDO Funding to Habitat for Humanity for housing development
 - ▶ The Community Development Department developed 4 homes. 3 homes were in partnership with GHFC.

- ▶ Financing Tools

- ▶ Special tailored financing tools are offered on projects developed by the Community Development Department.
 - ▶ Borrowers are only required to have a \$500 down payment to purchase the home.
 - ▶ 30-year mortgage loans are tailored to borrowers need to maintain affordability
 - ▶ All mortgage repayments submitted to Community Development as revenue back to the HOME Program to allow for additional projects.

A total of 4 families benefitted from programs offered through HOME Infill funding in the prior year.

2025-2026 Federal Grant Funding

■ ESG Estimated Funding \$188,612

ESG Entitlement
Funding
Available

▶ Administration	\$14,146
▶ Shelter Operations/Outreach	\$112,919
▶ Rapid Rehousing/Homeless Prevention	\$61,547



***All funding must be used for Homeless Prevention/Shelter/Outreach Activities**



Prior Year Grant Accomplishments

- ESG Funding

- ▶ Homeless/Domestic Violence Shelter Services

- ▶ Garland provided funding to a local domestic violence shelter and for emergency street outreach services. As a result of those funds a total of 593 people were served.

- ▶ Homeless Prevention Rental Assistance

- ▶ Funding was provided to 285 eligible clients for rental assistance or to provide them with permanent supportive housing.

Prior Year ESG Accomplishments



A total of 878 people benefitted from programs offered through ESG funding in the prior year.



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Non-Federal Grant Program Garland Housing Finance Partnership Grant Program



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Community Development and Garland Housing Finance Corporation Partnership Accomplishments

■ Single-Family Home Repair Programs

- ▶ The Community Development Department oversees the administration of GHFC's home repair programs. These GHFC Partnership Programs aim to aid low-income homeowners who may not meet the criteria for conventional grant programs. Preference is given to elderly and/or disabled individuals as well as veterans. As of December 31, 2024, all funding has been allocated to approved projects.
 - ▶ 78 Substantial Home Repair and Code Cares Projects were completed through 12/31/24
 - ▶ 17 Projects were underway through 12/31/24



GARLAND
COMMUNITY DEVELOPMENT



A cumulative total of 95 households benefitted from programs offered through GHFC funding in the prior year.



Prior Year Federal Grant Funding

In total **2,954** people were served in the prior year through the various Federal grant programs in Garland.

A cumulative total of **95** households have been served through the partnership with Garland Housing Finance Corporation and the Community Development Department





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Federal Grant Funding

THANK YOU FOR ALL YOUR CONTINUED
SUPPORT!

City Council Federal Grant Application Summaries Workbook



GARLAND
COMMUNITY DEVELOPMENT

2025-2026 Federal Grant Funding

	FY 25-26	FY 24-25
Community Development Block Grant (CDBG)	\$ 2,070,501	\$ 2,070,501
HOME Partnership Grant - (HOME)	\$ 640,867	\$ 640,867
Emergency Solutions Grant - (ESG)	\$ 186,759	\$ 186,759
TOTAL	\$ 2,898,127	\$ 2,898,127
Carryover/Reprogrammed Funding	\$ -	\$ -
Grand Total	\$ 2,898,127	\$ 2,898,127

Maximum Category Expenditures Per Grant Program

FY-2025-26 - Grant Funding

<u>Community Development Block Grant</u>	
Entitlement	\$2,070,501
CDBG Carryover	\$0
TOTAL	\$2,070,501
Maximum Expenditures Available Per Category	
Maximum CDBG Administration Available	\$414,100
Maximum CDBG Public Services Available	\$310,575
Maximum CDBG Citywide Initiatives Available	\$1,345,826
TOTAL	\$2,070,501

<u>HOME Investment Partnership</u>	
Entitlement	\$640,867
HOME Carryover	
TOTAL	\$640,867
Maximum Expenditures Available Per Category	
Maximum HOME Administration Available	\$64,087
Minimum CHDO Set Aside Required	\$96,130
Maximum City Sponsored Projects	\$480,650
TOTAL	\$640,867

<u>Emergency Solutions Grant</u>	
Entitlement	\$186,759
TOTAL	\$186,759
Maximum Expenditures Available Per Category	
Maximum ESG Administration Available	\$14,007
Required ESG Shelter Operations/Street Outreach	\$111,205
Required ESG Rapid Rehousing/Prevention	\$61,547
Required ESG HMIS Data Base	\$0
Total	\$186,759

GRAND TOTAL	\$2,898,127
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GARLAND



CDBG 2025-2026 Federal Grant Allocations

Reviewed Applications - Public Services

Application Title	Organization Name	Category	Requested Amount	RFP Score (Max 100)	Previous Year Allocation	RFP Remaining Budget	Council Averaged Allocated Amount	RFP Remaining Budget
Public Service Applications			Maximum Available		\$ 310,575			
Citywide Initiatives								
Garland Police Youth Initiative	City of Garland Police Department	Youth Services	\$ 34,900	94.20	34,536	\$ 275,675		\$ 310,575
S.T.A.R.S. Summer Day Camp	City of Garland Parks Department	Youth Services	\$ 80,000	93.60	38,542	\$ 195,675		\$ 310,575
Afer School Program	City of Garland Parks Department	Youth Services	\$ 65,000	93.60	23,065	\$ 130,675		\$ 310,575
Lawn Care Assistance Program	City of Garland Code Enforcement	Elderly Services	\$ 29,040	89.60	26,595	\$ 101,635		\$ 310,575
Non-Profit Public Services								
Emergency Rental Assistance	Salvation Army	Homeless Services	\$ 77,500	99.20	17,144	\$ (77,500)		\$ -
Value Added Health Care	Hope Clinic	Medical Services	\$ 93,800	98.20	69,124	\$ (171,300)		\$ -
Family Violence Counseling Survivor Services Program	Hopes Door/New Beginning	Homeless Services	\$ 50,000	97.60	24,080	\$ (221,300)		\$ -
Long Term Care Ombudsman Program - Garland	Senior Citizens of Greater Dallas	Elderly Services	\$ 20,859	95.40	20,859	\$ (98,359)		\$ -
Meals on Wheels	Visiting Nurse Association	Elderly Services	\$ 20,000	95.00	14,644	\$ (118,359)		\$ -
At Risk Family Therapy Program	Counseling Institute of Texas (CIT)	Counseling Services	\$ 42,000	95.00	15,948	\$ (160,359)		\$ -
Homeless Services - Rental and Hotel Assistance - New Applicant	Family Gateway	Homeless Services	\$ 25,000	93.60	0	\$ (185,359)		\$ -
Student Tuition - Achievement Center of Texas	Achievement Center of Texas	Special Needs Services	\$ 27,000	91.40	21,038	\$ (212,359)		\$ -
Summer Youth Camp Program - New Project	Restoration Church	Youth Services	\$ 30,000	89.80	5,000	\$ (242,359)		\$ -
Assistance, Case Management - Duplicate Services with ESG	Under 1 Roof - New Applicant under CDBG - Also applied in ESG	Homeless Services	\$ 225,000	89.00	0	\$ (467,359)		\$ -
			\$ 820,099		310,575	\$ (467,359)	\$ -	

Citywide Initiatives - Applications

\$1,345,825

\$ -

\$0

City Core Services Projects	Request	FY 24-25 Allocation	Staff Recommend
Code Enforcement - Officers	\$ 250,000	\$ 250,000	\$ 250,000
Garland Home Repair Program	\$ 650,000	\$ 400,000	\$ 650,000
South Garland Library Project	\$ 445,825	\$ -	\$ 445,825
			\$ -

Balance to Allocate	Project Applicaton Total	Recommended Total
\$1,345,825.65	\$ 1,345,825	\$ 1,345,825
	Project Applications Total	
	\$ 1,345,825	\$ 1,345,825

Community Development Administration Funding

Purpose	Organization Name	Category	RFP Maximum Budget	Requested Amount		Funding Available?	RFP Remaining Budget	Staff Recommend
Grant Operations/Training/ Salaries	City of Garland	Housing/Community Services	\$ 414,100	\$ 414,100		yes	\$ -	\$ 414,100

Reviewed Applications - HOME Infill City Sponsored Projects						
Application Title	Organization Name	Administering Department		Requested Amount	RFP Remaining Budget	Staff Recommendation
					\$ 640,867	
HOME Infill - New Single Family Home Construction	City of Garland	Housing/Community Services		\$ 480,650	\$ 160,217	\$ 480,650
						\$ -
CHDO Infill - New Single Family Home Construction	Habitat for Humanity	Housing/Community Services		\$ 96,130	\$ 64,087	\$ 96,130
HOME Program Administration	City of Garland	Housing/Community Services		\$ 64,087	\$ (0)	\$ 64,087
TOTAL						\$ 640,867
						TOTAL Available
TOTAL FY25-26 New Entitlement Funding						\$ - \$ 640,867



Reviewed Applications - Emergency Solutions Grant - Projects							
Total Available		\$ 186,759					
Application Title	Organization Name	Maximum Available per Category	Requested Amount	Previous Year Allocation	Existing/New Project	RFP Remaining Budget	Staff Recommended
ESG Shelter Operations/Street Outreach		\$ 111,205				\$ 111,205	
Shelter Operations	Hope's Door/New Beginning		\$ 85,000	\$ 69,429	Existing	\$ 26,205	\$ 73,205
Street Outreach	Metro Relief		\$ 30,000	\$ 19,429	Existing	\$ (3,795)	\$ 18,000
Emergency Housing (Motels, transitional shelter, case mgmt)	Transcend STEM		\$ 50,000	\$ 22,347	Existing	\$ (53,795)	\$ 20,000
	TOTAL		\$ 165,000	\$ 111,205		\$ (53,795)	\$ 111,205
Rapid Re-Housing - Short Term Rent		\$ 61,547				\$ 61,547	
Rental Assistance/Housing	Under 1 Roof		\$ 60,000	\$ 25,000	Existing	\$ 1,547	\$ 20,774
Rental Assistance/Housing	Transcend CD		\$ 100,000	\$ 16,000	Existing	\$ (98,453)	\$ 20,774
Rental Assistance/Housing	Hopes Door New Beginning		\$ 40,000	\$ 20,547	Existing	\$ (138,453)	\$ 20,000
	TOTAL		\$ 200,000	\$ 61,547		\$ (138,453)	\$ 61,547
ESG Program Administration/Operations	City of Garland Housing and Community Services	\$ 14,007	\$ 14,007	\$ 14,007	Existing	\$ 14,007	\$ 14,007
							Total Available
		\$ 186,759	\$ 379,007	\$ 186,759		\$ (178,241)	\$ 186,759

Requests for Funding

CDBG Public Service Applicants

	District 1 - JB	District 2-DM	District 3-EM	District 4-BW	District 5-ML	District 6-CD	District 7-DH	District 8- CO	Mayor		Average Allocation	
Police Boxing											#DIV/0!	#DIV/0!
Parks STARS											#DIV/0!	#DIV/0!
Parks After School											#DIV/0!	#DIV/0!
Elderly Yard Care											#DIV/0!	#DIV/0!
Salvation Army Rent Assistance											#DIV/0!	#DIV/0!
Hope Clinic Medical Services											#DIV/0!	#DIV/0!
Homes Door- Domestic Violence											#DIV/0!	#DIV/0!
Senior Citizens - Ombudsman Prg											#DIV/0!	#DIV/0!
Visiting Nurses - Meals on Wheels											#DIV/0!	#DIV/0!
Counseling Institute - Counseling											#DIV/0!	#DIV/0!
Family Gateway - Rent Asstance											#DIV/0!	#DIV/0!
Achievement Center - Special Needs											#DIV/0!	#DIV/0!
Restoration Church - Summer Camp											#DIV/0!	#DIV/0!
Under 1 Roof - Rent Assistance											#DIV/0!	#DIV/0!
											#DIV/0!	#DIV/0!
TOTALS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!

Recommendations as of

Public Service Application Summaries

Special Needs Programs

2025-2026 CDBG Application Summary: Public Services

Category: Special Needs

Applicant Agency: Achievement Center of Texas
306 N Barnes Dr
Garland TX 75043

Contact Person: Andrew Mlcak **Title** Executive Director

Email/Phone ed@achievementcenteroftexas.org 972-414-7700

Project Name: Achievement Center Student Tuition Subsidy

Amount Requested: \$93,800

Unit of Service: 1 person receiving assistance

Number of Persons Served: 3 persons @\$9,000 each

Application Score
91.40

Project Description:

The Achievement Center of Texas has been providing care and enrichment for children and adults with disabilities for over 40 years. Each day our students come to us for 6-10 hours per day and each day students go on an outing into the community. These outings consist of trips to the grocery store, local parks, bowling ,malls, scavenger hunts, government offices just to name a few. Students come to us to learn functional living skills and life skills and we provide that through community involvement. Students also volunteer at local organizations in which we have forged relationships to have our students giving back to the community. The total amount we are requesting would sponsor 3 full time students into our program.

DUNS Number: 867405706

Scoring Category	Application Average Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>14.40</u>	15	
<u>Organizational Capacity</u>	<u>14.40</u>	15	
<u>Budget</u>	<u>15.40</u>	20	
<u>Project Benefits</u>	<u>14.00</u>	13	
<u>Project Specifics</u>	<u>33.20</u>	37	
<u>Performance Indicators</u>			
<u>TOTALS</u>	<u>91.40</u>	100	

	Application Scores					
	ss	DA	BD	MF	LJ	Average Score
Project Characteristics	15	15	15	15	12	14.40
Organizational Capacity	15	15	15	14	13	14.40
Budget	10	13	20	20	14	15.40
Project Benefits	15	13	13	14	15	14.00
Project Specifics	35	35	33	32	31	33.20
Performance Indicators	0	0	0	0	0	0.00
TOTAL	90	91	96	95	85	91.40

Public Service Application Summaries

Counseling Services Summary Sheets

2025-2026 CDBG Application Summary: Public Services

Category: Counseling Services

Applicant Agency: The Counseling Institute of Texas Inc.
 3200 Southern Drive Ste 100
 Garland TX 75043

Contact Person: _____ **Title** Director

Email/Phone shennum@citexas.org 972-271-4300

Project Name: Counseling Assistance Fund

Amount Requested: **\$42,000**

Unit of Service: 1 person receiving assistance

Number of Persons Served: 60 @ \$700 per person

Application Score

95.00

Project Description:

CDBG Funding is requested to assist low income families within the City of Garland by providing mental health counseling services.

The goal is to service 60 individuals by providing each individual or family with 10 – 12 individual, family or group sessions. (Charge for session does not change based on how many family members attend.) All funds received are used to pay for the cost of the counseling session and costs related to the session; no administrative position is funded through CDBG.

Families are asked to pay a small co-pay ranging from \$0 to \$15.

DUNS Number: 867405706

Scoring Category	Application Average Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>15.00</u>	15	
<u>Organizational Capacity</u>	<u>14.20</u>	15	
<u>Budget</u>	<u>18.80</u>	20	
<u>Project Benefits</u>	<u>14.80</u>	13	
<u>Project Specifics</u>	<u>32.20</u>	37	
<u>Performance Indicators</u>			
<u>TOTALS</u>	<u>95.00</u>	100	

	Application Scores					
	SS	DA	BD	MF	LJ	Average Score
Project Characteristics	15	15	15	15	15	15.00
Organizational Capacity	15	15	14	12	15	14.20
Budget	20	17	20	17	20	18.80
Project Benefits	15	15	15	14	15	14.80
Project Specifics	35	27	35	32	32	32.20
Performance Indicators	0	0	0	0	0	0.00
TOTAL	100	89	99	90	97	95.00

Public Service Application Summaries

Elderly Services Summary Sheets

2025-2026 CDBG Application Summary: Public Services

Category: Elderly Services

Applicant Agency: The Visiting Nurse Association (VNA)
1600 Viceroy Dr Ste 400
Dallas TX

Contact Person: _____ **Title:** Manager

Email/Phone ionesc@vnatexas.org 214-689-2682

Project Name: Meals on Wheels Program

Amount Requested: \$50,000

Unit of Service: 1 person

Number of Persons Served: 10 persons @ \$2,020 each

Project Description:

Application Score
95.00

The Visiting Nurse Association of Texas (VNA) Meals on Wheels provides nutritious, hot, home-delivered meals to those who due to illness, advanced age or disability are unable to obtain or prepare meals for themselves. The purpose of Meals on Wheels is to nourish the whole person by providing nutritious home-delivered meals and social contact for seniors and disabled adults. With funding from the City of Garland CDBG, ten clients will receive hot, nutritious meals delivered by friendly volunteers and paid drivers for an entire year (2,600 meals total).

DUNS Number: 75119057

Scoring Category	Application Average Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>15.00</u>	15	
<u>Organizational Capacity</u>	<u>14.40</u>	15	
<u>Budget</u>	<u>19.40</u>	20	
<u>Project Benefits</u>	<u>15.00</u>	13	
<u>Project Specifics</u>	<u>31.20</u>	37	
<u>Performance Indicators</u>			
<u>TOTALS</u>	<u>95.00</u>	100	

	Application Scores					
	SS	MF	DA	BD	LJ	Average Score
Project Characteristics	15	15	15	15	15	15.00
Organizational Capacity	15	13	15	15	14	14.40
Budget	20	17	20	20	20	19.40
Project Benefits	15	15	15	15	15	15.00
Project Specifics	35	33	18	35	35	31.20
Performance Indicators	0	0	0	0	0	0.00
TOTAL	100	93	83	100	99	95.00

2025-2026 CDBG Application Summary: Public Services

Category: Elderly Services

Applicant Agency: Senior Citizens of Greater Dallas, Inc.
 3910 Harry Hines Blvd.
 Dallas TX 75219

Contact Person: Suzanna Sulfstede, LMSW **Title** Director

Email/Phone ssulfstede@TheSeniorSource.org 214-525-6114

Project Name: Long Term Care Ombudsman Program - Garland

Amount Requested: **\$77,500**

Unit of Service: 1 person

Number of Persons Served: 600 @ 34.77 per person

Application Score

95.40

Project Description:

The Long-Term Care Ombudsman Program, federally mandated by the Older Americans Act, is charged with improving the quality of life and care for frail, vulnerable elderly and disabled individuals residing in long-term care facilities and protecting their health, safety, welfare and rights. CDBG funds will be used to continue partially funding salary and fringes (\$20,637), as well as mileage (\$2,200) for a staff ombudsman serving all Garland nursing home residents. The Garland Ombudsman monitors care provided in the facilities and works to resolve complaints to the satisfaction of the resident. Activities will include visitation and direct advocacy for 650 unduplicated elderly and disabled residents, participation in Resident Council meetings to educate residents about their rights, and one-on-consultations on long-term care issues for residents, families and facility staff.

DUNS Number 74860933

Scoring Category	Average Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>14.60</u>	15	
<u>Organizational Capacity</u>	<u>15.00</u>	15	
<u>Budget</u>	<u>17.40</u>	20	
<u>Project Benefits</u>	<u>14.60</u>	13	
<u>Project Specifics</u>	<u>33.80</u>	37	
<u>Performance Indicators</u>			
TOTALS	<u>95.40</u>	100	

	Application Scores					
	SS	DA	MF	BD	LJ	Average Score
Project Characteristics	15	13	15	15	15	14.60
Organizational Capacity	15	15	15	15	15	15.00
Budget	15	18	14	20	20	17.40
Project Benefits	15	13	15	15	15	14.60
Project Specifics	35	35	31	33	35	33.80
Performance Indicators	0	0	0	0	0	0.00
TOTAL	95	94	90	98	100	95.40

2025-2026 CDBG Application Summary: Public Services

Category: Elderly Services

Applicant Agency: Garland Code Compliance Department
210 Carver
Garland TX 75040

Contact Person: Al Raymond **Title** Managing Director

Email/Phone Araymond@garlandtx.gov 972-485-6424

Project Name: Lawn Care Assistance Program (Elderly Lawn Care)

Amount Requested: \$29,040

Unit of Service: 1 person receiving assistance

Number of Persons Served: 40 @ \$726 per person

Application Score
89.60

Project Description:

This program assists the elderly and/or disabled to maintain their property by mowing their lawns. The program has been able to provide this service to approximately 60 residents. We do request maximum funds allowed for staff administration of the program.

Scoring Category	Application Average Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>14.60</u>	15	
<u>Organizational Capacity</u>	<u>12.40</u>	15	
<u>Budget</u>	<u>19.20</u>	20	
<u>Project Benefits</u>	<u>12.20</u>	13	
<u>Project Specifics</u>	<u>31.20</u>	37	
<u>Performance Indicators</u>			
<u>TOTALS</u>	<u>89.60</u>	100	

	Application Scores					
	SS	BD	LJ	MF	DA	Average Score
Project Characteristics	15	15	14	14	15	14.60
Organizational Capacity	10	13	13	11	15	12.40
Budget	20	20	20	16	20	19.20
Project Benefits	15	13	5	13	15	12.20
Project Specifics	35	30	31	30	30	31.20
Performance Indicators	0	0	0	0	0	0.00
TOTAL	95	91	83	84	95	89.60

Public Service Application Summaries

Homeless/Domestic Violence Services Summary Sheets

2025-2026 CDBG Application Summary: Public Services

Category: Homeless Services

Applicant Agency: Under 1 Roof
 5787 S. Hampton Rd Ste 390
 Dallas Tx

Contact Person: Verna Jones Executive Director

Email/Phone: vjones@under1roofdallas.org

Project Name: Homeless Services - Under 1 Roof

Amount Requested: **\$20,000**

Unit of Service: persons

Number of Persons Served: 50 @ \$4,500 each

Application Score

89.00

Project Description:

The primary goal of Under 1 Roof is to offer safe, affordable housing, rent and utility assistance, case management, and social services to homeless individuals, families, seniors, and veterans living on the streets, in shelters, and in places unfit for human habitation. Under 1 Roof delivers individualized support services that address and correct the issues that lead to homelessness.

Under 1 Roof programs work in harmony to create a continuum of services and a network of referrals for low-income individuals and families. We anticipate serving 50 clients with funding from Garland CDBG. Services to be provided include EMERGENCY RENTAL ASSISTANCE.

DUNS Number: 07-8284722

Scoring Category	Application Average Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>15.00</u>	15	
<u>Organizational Capacity</u>	<u>12.20</u>	15	
<u>Budget</u>	<u>13.60</u>	20	
<u>Project Benefits</u>	<u>13.80</u>	13	
<u>Project Specifics</u>	<u>34.40</u>	37	
<u>Performance Indicators</u>			
<u>TOTALS</u>	<u>89.00</u>	100	

	Application Scores					
	SS	DA	BD	MF	LJ	Average Score
Project Characteristics	15	15	15	15	15	15.00
Organizational Capacity	8	15	13	12	13	12.20
Budget	15	15	4	14	20	13.60
Project Benefits	15	10	15	14	15	13.80
Project Specifics	35	35	35	32	35	34.40
Performance Indicators	0	0		0	0	0.00
TOTAL	88	90	82	87	98	89.00

2024-2025 CDBG Application Summary: Public Services

Category: Rent Assistance

Applicant Agency: Salvation Army
 451 West Avenue D
 Garland TX 75040

Contact Person: Betty Kay Schlesinger **Title** Grant Specialist

Email/Phone bk.schlesinger@uss.salvationarmy.org 214-424-7054

Project Name: Emergency Rental Assistance Program

Amount Requested: \$30,000

Unit of Service: 1 person receiving assistance

Number of Persons Served: 25

Application Score

99

Project Description:

The Salvation Army, Garland Corps requests \$77,500.00 for our Homeless Prevention Program to offer emergency rental and mortgage assistance support to 25 households who are at-risk of homelessness or eviction. Additionally, the program provides comprehensive case management and housing stabilization services which include access to our food pantry, employment coaching, and services to support collaborative and empowering household monthly budgets. Over a three-month period, participants engage in case management activities aimed at achieving financial stability, to develop and adhere to a balanced budget, demonstrating sustainable household finances. The goal of is to provide clients with the necessary tools to avoid eviction or foreclosure, foster financial independence, and maintain stable housing. We have provided this service to Garland residents for more than 11 years, fine-tuning ste services and goals to meet the unique and changing needs of the area.

DUNS Number: 32781127

Scoring Category	Application Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>15.00</u>	15	
<u>Organizational Capacity</u>	<u>15.00</u>	15	
<u>Budget</u>	<u>20.00</u>	20	
<u>Project Benefits</u>	<u>15.00</u>	13	
<u>Project Specifics</u>	<u>34.20</u>	37	
<u>Performance Indicators</u>			
<u>TOTALS</u>	<u>99.20</u>	100	

	Application Scores					
	SS	MF	DA	BD	LJ	Average Score
Project Characteristics	15	15	15	15	15	15.00
Organizational Capacity	15	15	15	15	15	15.00
Budget	20	20	20	20	20	20.00
Project Benefits	15	15	15	15	15	15.00
Project Specifics	35	35	33	35	33	34.20
Performance Indicators	0	0	0	0	0	0
TOTAL	100	100	98	100	98	99.20

2024-2025 CDBG Application Summary: Public Services

Category: Hotel/Rent Assistance

Applicant Agency: Family Gateway - New Applicant
 1421 W. Mockingbird Lane
 Dallas TX

Contact Person: Rosie Hernandez **Title** Director

Email/Phone rhernandez@familygateway.org 214-823-4500

Project Name: Family Gateway Homeless Assistance - Children and Family

Amount Requested: \$27,000

Unit of Service: person

Number of Persons Served: 20 @ \$1,250 each.

Application Score

93.60

Project Description:

We are requesting \$25,000 to support Assessment & Diversion for Garland families with children who are literally or imminently homeless. Funds would be used for short hotel stays while housing is found and for short term rental assistance (up to 90 days). As part of Dallas County, the City of Garland falls into our two-county wide service area. Last year, we served approximately 55 families with children who came to us from Garland. With this funding, we will be able to support approximately 20 families at \$1,250/family on average.

DUNS Number: 75-2105579

Scoring Category	Application Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>13.80</u>	15	
<u>Organizational Capacity</u>	<u>10.80</u>	15	
<u>Budget</u>	<u>19.40</u>	20	
<u>Project Benefits</u>	<u>15.00</u>	13	
<u>Project Specifics</u>	<u>34.60</u>	37	
<u>Performance Indicators</u>			
<u>TOTALS</u>	<u>93.60</u>	100	

	Application Scores					
	SS	MF	DA	BD	LJ	Average Score
Project Characteristics	15	15	9	15	15	13.80
Organizational Capacity	10	10	12	11	11	10.80
Budget	20	18	19	20	20	19.40
Project Benefits	15	15	15	15	15	15.00
Project Specifics	35	33	35	35	35	34.60
Performance Indicators		0	0	0	0	
TOTAL	95	91	90	96	96	93.60

2025-2026 CDBG Application Summary: Public Services

Category: Homeless Services/Training

Applicant Agency: New Beginning Center/Hopes Door
860 Avenue F, Ste 100
Plano TX 75074

Contact Person: Christina Coultas **Title** Director of Programs

Email/Phone ccoultas@hdnbc.org 469-969-7124

Project Name: Family Violence Treatment Program

Amount Requested: \$20,859

Unit of Service: 1 person receiving assistance

Number of Persons Served: 200 @ \$250 per person

Application Score

97.60

Project Description:

Hope's Door New Beginning Center (HDNBC) is committed to transforming lives and strengthening the community by addressing intimate partner and family violence. Our mission is simple yet vital: to provide intervention and prevention services for those affected by violence while equipping the community with education and resources to respond effectively. Through these efforts, HDNBC plays a critical role in supporting individuals and families in crisis, offering hope and practical solutions for a safer, violence-free future.

This proposal outlines the Domestic Violence Counseling program, which aims to provide therapeutic intervention services to 200 unduplicated victims of domestic violence residing in the City of Garland. Services will include individual and group counseling at the Garland Outreach office and within the Garland Shelter. Funding is requested to support the salary and benefits of one full-time bilingual counselor (1 FTE).

Duns Number 557412079

Scoring Category	Application Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>15.00</u>	15	
<u>Organizational Capacity</u>	<u>15.00</u>	15	
<u>Budget</u>	<u>19.20</u>	20	
<u>Project Benefits</u>	<u>15.00</u>	13	
<u>Project Specifics</u>	<u>33.40</u>	37	
<u>Performance Indicators</u>			
<u>TOTALS</u>	<u>97.60</u>	100	

	Application Scores					
	SS	MF	DA	BD	LJ	Average Score
Project Characteristics	15	15	15	15	15	15.00
Organizational Capacity	15	15	15	15	15	15.00
Budget	20	16	20	20	20	19.20
Project Benefits	15	15	15	15	15	15.00
Project Specifics	35	32	30	35	35	33.40
Performance Indicators	0	0	0	0	0	0
TOTAL	100	93	95	100	100	97.60

Public Service Application Summaries

Medical/Dental Services Summary Sheets

2024-2025 CDBG Application Summary: Public Services

Category: Health Care Services

Applicant Agency: Hope Clinic
 800 S Sixth Street Ste 100
 Garland TX 75040

Contact Person: Tanya Downing **Title** Executive Director

Email/Phone tanya.downing@bswhealth.org 469-800-2521

Project Name: Medical Clinic for Uninsured and Underserved

Amount Requested: \$25,000

Unit of Service: 1 person receiving assistance

Number of Persons Served:

Application Score

98.20

Project Description:

Since its inception in 2002, Hope Clinic of Garland has partnered with our community to provide free, integrated medical and preventative health care to uninsured and underserved adults who live in Garland, Texas. Focused on continuity of care, Hope Clinic provides wrap-around services that include primary and urgent care, chronic disease management and education, behavioral health care, case management, and spiritual guidance. Hope Clinic's interprofessional team develops sustained partnerships and lasting medical relationships with patients by addressing whole-person health care needs in the context of family, faith, and community. In 2024 our goal is to directly serve 1,500 unduplicated patients. At Hope Clinic, our biggest assets are our highly skilled and credentialed care team. CDBG funding will support our experienced and dedicated front line staff of physicians, nurses, medical assistants, and administrators. Funding support would also include medical supplies and medical office overhead/administrative costs, which make up a small percentage of the overall budget.

Scoring Category	Average Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>15.00</u>	15	
<u>Organizational Capacity</u>	<u>14.80</u>	15	
<u>Budget</u>	<u>19.00</u>	20	
<u>Project Benefits</u>	<u>15.00</u>	13	
<u>Project Specifics</u>	<u>34.40</u>	37	
<u>Performance Indicators</u>			
TOTALS	98.20	100	

	Application Scores					
	SS	BD	MF	DA	LJ	Average Score
Project Characteristics	15	15	15	15	15	15.00
Organizational Capacity	15	15	14	15	15	14.80
Budget	20	19	16	20	20	19.00
Project Benefits	15	15	15	15	15	15.00
Project Specifics	35	34	33	35	35	34.40
Performance Indicators	0	0	0	0	0	0
TOTAL	100	98	93	100	100	98.20

Public Service Application Summaries

Youth Services Summary Sheet

2025-2026 CDBG Application Summary: Public Services

Category: Youth Services

Applicant Agency: Garland Police Youth Initiative
101 S Ninth Street
Garland TX 75040

Contact Person: Lt. David Swavey **Title** Director

Email/Phone dswavey@garlandtx.gov 972-205-2039

Project Name: Youth Police Boxing Program

Amount Requested: \$34,900

Unit of Service: 1 person

Number of Persons Served: 150

Application Score

94.20

Project Description:

An after school at-risk youth program that involves Garland Police Officers, a City Municipal Judge and a master's level Educator that promotes academic excellence and mentoring. Providing youth an opportunity to develop discipline, self-esteem, self-confidence, and address obesity through the sport of boxing and or karate. The program is geared for approximately 145 children annually and funds are used to support staff positions, of the twelve positions that are in the program CDBG supports three from a head coach at \$12,000 annually two assistant coaches, one at \$10,000 the other at \$4,800, one administrative assistant at \$8100 or a total of \$34,900 annually

Scoring Category	Average Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>15.00</u>	15	
<u>Organizational Capacity</u>	<u>14.80</u>	15	
<u>Budget</u>	<u>17.40</u>	20	
<u>Project Benefits</u>	<u>14.80</u>	13	
<u>Project Specifics</u>	<u>32.20</u>	37	
<u>Performance Indicators</u>			
<u>TOTALS</u>	<u>94.20</u>	100	

	Application Scores					
	SS	BD	MF	DA	LJ	Average Score
Project Characteristics	15	15	15	15	15	15.00
Organizational Capacity	15	15	14	15	15	14.80
Budget	20	14	16	18	19	17.40
Project Benefits	15	15	14	15	15	14.80
Project Specifics	35	35	29	27	35	32.20
Performance Indicators	0	0	0	0	0	0.00
TOTAL	100	94	88	90	99	94.20

2025-2026 CDBG Application Summary: Public Services

Category: Youth Services

Applicant Agency: Garland Parks and Recreation Department
1701 Dairy Road
Garland TX 75040

Contact Person: Rhonda McTyre **Title** Rec. Supervisor

Email/Phone rmctyre@garlandtx.gov 972-205-2721

Project Name: S.T.A.R.S Summer Camp Program

Amount Requested: \$80,000

Unit of Service: 1 person receiving assistance

Number of Persons Served: 150 @ \$533.33 per person

Application Score

93.60

DESCRIPTION: This year, we're thrilled to expand our summer youth playground program with the launch of a new STARS initiative: ARTS—Acting, Rhythm, Theater, and Sketching. This creative enrichment track is designed to inspire self-expression and offer a well-rounded environment where every camper has the opportunity to discover and develop their unique talents. The program provides scholarships for children ages 6 to 12, granting them access to a comprehensive and engaging summer experience. Hosted at the Bradfield Recreation Center (1146 Castle Drive), it operates on alternating full-day schedules from 8:00 a.m. to 5:00 p.m. Nutritious lunches and snacks are provided daily through the Summer Nutrition Program. Our mission is to expand access to extracurricular activities that encourage personal growth, physical wellness, and enjoyable recreational opportunities. The program promotes holistic development—supporting the physical, mental, social, and spiritual well-being of each child—while building self-esteem, enhancing social skills, encouraging healthy lifestyles, and strengthening family and community bonds. By providing a safe, enriching, and supportive space, this initiative not only elevates the summer experience for youth but also plays a vital role in reducing crime, fostering stronger families, and enhancing the overall quality of life throughout the community.

Scoring Category	Average Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>15.00</u>	15	
<u>Organizational Capacity</u>	<u>13.80</u>	15	
<u>Budget</u>	<u>17.80</u>	20	
<u>Project Benefits</u>	<u>13.80</u>	13	
<u>Project Specifics</u>	<u>33.20</u>	37	
<u>Performance Indicators</u>			
<u>TOTALS</u>	<u>93.60</u>	100	

	Application Scores					
	SS	BD	MF	DA	LJ	Average Score
Project Characteristics	15	15	15	15	15	15.00
Organizational Capacity	15	12	12	15	15	13.80
Budget	20	15	14	20	20	17.80
Project Benefits	10	15	14	15	15	13.80
Project Specifics	35	35	31	30	35	33.20
Performance Indicators	0	0	0	0	0	0
TOTAL	95	92	86	95	100	93.60

2025-2026 CDBG Application Summary: Public Services

Category: Youth Services

Applicant Agency: Garland Parks and Recreation Department
634 Apollo Road
Garland TX 75040

Contact Person: Brian Gaddis **Title** Rec. Supervisor

Email/Phone bgaddis@garlandtx.gov 972-205-2721

Project Name: After School Program

Amount Requested: \$65,000

Unit of Service: 1 person receiving assistance

Number of Persons Served: 30 @ \$2,166.67 each

Application Score
93.60

Project Description:

The proposed project will result in the provision of a new, free after-school program serving elementary students from four Garland ISD schools—Hillside Academy for Excellence, Watson Technology Center, Kimberlin Academy, and Southgate STEM Elementary—at Gale Fields Recreation Center. Currently, no comparable no-cost after-school program exists that provides daily transportation, academic support, physical activities, and structured care from 3:30 to 6:00 p.m. for these students. The program represents a quantifiable increase in services by expanding access to extracurricular and academic enrichment for students who would otherwise face difficulties due to cost, transportation, or lack of available programs. It fills a critical gap in after-school care, offering a safe, consistent, and supportive environment for an estimated number of students who have limited or no access to such services. By partnering with multiple schools and removing cost and access barriers, this initiative introduces a new level of service delivery within the community.

Scoring Category	Average Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>14.80</u>	15	
<u>Organizational Capacity</u>	<u>14.60</u>	15	
<u>Budget</u>	<u>16.20</u>	20	
<u>Project Benefits</u>	<u>14.80</u>	13	
<u>Project Specifics</u>	<u>33.20</u>	37	
<u>Performance Indicators</u>			
<u>TOTALS</u>	<u>93.60</u>	100	

	Application Scores					
	SS	BD	MF	DA	LJ	Average Score
Project Characteristics	15	15	15	14	15	14.80
Organizational Capacity	15	15	14	15	14	14.60
Budget	15	10	16	20	20	16.20
Project Benefits	15	15	14	15	15	14.80
Project Specifics	35	35	33	30	33	33.20
Performance Indicators	0	0	0	0	0	0
TOTAL	95	90	92	94	97	93.60

2025-2026 CDBG Application Summary: Public Services

Category: Youth Services

Applicant Agency: Restoration Community Fellowship Church
 414 Castle Drive
 Garland TX 75040

Contact Person: Robert Shepherd **Title** Pastor

Email/Phone robeshop@hotmail.com 214-802-9102

Project Name: After School Summer Program

Amount Requested: \$225,000

Unit of Service: 1 person receiving assistance

Number of Persons Served: 20

Application Score

89.80

Project Description:

Restoration Community Fellowship Church's summer enrichment program aims to empower children/youth in our community through a holistic approach that combines education, nutrition, social growth, and recreational activities. Our mission is to restore the individual, the family, and the community by providing a safe and nurturing environment for children and youth to learn, grow, and thrive. This program is designed to support low-income working families, enhance academic achievement, and foster a sense of community and belonging among participants. Through our summer enrichment program, we will be able to continue to provide no cost/low-cost opportunities to an estimated 20 low-income children through CDBG funds provided by the City of Garland. In summary, summer enrichment programs in Garland, Texas are essential for providing academic support, ensuring safety, promoting social and physical development, teaching life skills, and fostering community engagement. Investing in our programs is an investment in the future of the city's children/youth by helping them to reach their full potential and become productive, well-rounded citizens.

DUNS Number: 79872747

Scoring Category	Average Score	Maximum Score	Comments
<u>Project Characteristics</u>	<u>14.60</u>	15	
<u>Organizational Capacity</u>	<u>12.80</u>	15	
<u>Budget</u>	<u>18.20</u>	20	
<u>Project Benefits</u>	<u>13.60</u>	13	
<u>Project Specifics</u>	<u>30.60</u>	37	
<u>Performance Indicators</u>			
TOTALS	89.80	100	

	Application Scores					
	SS	MF	BD	DA	LJ	Average Score
Project Characteristics	15	13	15	15	15	14.60
Organizational Capacity	13	11	13	15	12	12.80
Budget	20	14	20	20	17	18.20
Project Benefits	15	13	15	10	15	13.60
Project Specifics	35	29	35	24	30	30.60
Performance Indicators	0	0	0	0	0	0
TOTAL	98	80	98	84	89	89.80
	-	-	-	-	-	-

CDBG City Department Summaries

2025-2026 CDBG Application Summary

Category: City Projects

Applicant Agency:	City of Garland - Code Enforcement	Code Enforcement Department	
	210 Carver		
	Garland TX 75040		
Contact Person:	Al Raymond		Title: Managing Director
Email/Phone	araymond@garlandtx.gov		972-485-6400
Project Name:	Code Enforcement Officers		
Amount Requested:	\$250,000		
Number of Persons Served:	City wide populations - TBD per block group worked		
Project Description: The one year program will specifically target CDBG areas and will provide over 20,000 property inspections and nuisance abatements on a proactive and reactive basis beginning October 1, 2025 through September 30, 2026. The funding will provide salaries for 3 code enforcement officers.			
DUNS Number:	137709606		

2025-2026 CDBG Application Summary

Category: City Projects

Applicant Agency:	City of Garland -Community Development Department	
	800 Main Street	
	Garland TX 75040	
Contact Person:	Mona Woodard	Title: Grant Manager
Email/Phone	mwoodard@garlandtx.gov	972-205-2141
Project Name:	Garland Home Repair Program	
Amount Requested:	\$650,000	
Number of Persons Served:	24 Total	

**Community
Development
Department**

Project Description:

The program serves low income homeowners with renovations and repairs up to \$40,000. Assistance will be provided in the form of a grant. The new program will be provided in 2 different tiers: (1) Minor Repair Program - funding will be provided up to \$5,000 per project to mostly elderly or disabled persons. (2) Substantial Repair Program - funding will be provided up to \$40,000 per project to low-income Garland homeowners. The new program combines 2 of the previous grant programs, the Minor Repair Program and the Single Family Rehabilitation Program together to streamline the project management.

DUNS Number: 137709606

2025-2026 CDBG Application Summary

Category: City Projects

Applicant Agency:	Library Project - South Garland Library	CDBG - Library Department	
	Outdoor Learning Space		
	4845 Broadway Blvd, Garland TX 75043		
Contact Person:	Karen Archibald		Director
Email/Phone	karchibald@garlandtx.gov		
Project Name:	South Garland Library Project		
Amount Requested:	\$445,825		
Number of projects completed:	1		

Project Description:

The South Garland Library Outdoor Learning Space is a dynamic, nature-inspired extension of the existing library designed to foster creativity, curiosity, and community engagement. It will provide an outdoor area for interactive learning, reading, workshops, and special events that are not as restricted by noise limitations and cleanup considerations that apply to indoor spaces. The project would transform approximately 15,000 square feet of existing library parking lot into an outdoor learning space. This outdoor area is proposed in response to customer feedback on the Library Master Plan survey and will support other Library Master Plan goals to increase awareness, outreach, literacy and lifelong learning, self-sufficiency, community engagement and growth.

DUNS Number: 137709606



HOME Infill City Department Summaries

2025-2026 HOME Partnership Program

Category: City Project

Applicant Agency: City of Garland - Community Development Department
 800 Main Street
 Garland TX 75040

Contact Person: Mona Woodard Grants Administrator

Email/Phone: mwoodard@garlandtx.gov 972-205-2141

Project Name: HOME Partnership Program

Amount Requested: **\$640,867**

Number of Units: 3

**Community
Development
Department**

Project Description:

The HOME Program provides funding to develop low income housing. HOME regulations require that 15% (\$96,130) of funding benefit a Community Development Housing Organization (CHDO) to produce low income Housing. The City of Garland Housing and Community Services Department will utilize program income and prior years remaining entitlement funding to develop new infill single family homes and to acquire, renovate and resell existing single family property and provide loans and down payment assistance to low income homebuyers. 10% of the total amount will be used for program administration.

	Grant Entitlement Funding	Program Income Generated		Balance
New Funding Requested (FY 25)	\$640,867.00			\$640,867.00
Current Entitlement Funding Available	\$640,867.00			\$640,867.00
Program Revenue - Revolving Loans		\$300,000.00		\$300,000.00
TOTAL Cumulative				\$1,581,734.00

Updated March 2025

DUNS Number: 137709606

ESG Summary Sheets

2025-2026 Emergency Solutions Grant

Category: Emergency Shelter/Rapid Rehousing

Applicant Agency: Hope's Door - New Beginning Center

860 Avenue F, Ste 100

Plano TX 75074

Contact Person: Christina Coultas

Title: CEO

Email/Phone ccoultas@hdnbc.org

469-969-7124

Project Name: Domestic Violence Shelter Services and Rapid Rehousing Services

Amount Requested Shelter Services FY 25/26:

\$85,000

Amount Requested Rapid Rehousing FY 25/26:

\$40,000

Number of Persons Served

\$400

Project Description:

The Domestic Violence Shelter and Support program offers a safe refuge and a fresh start for victims escaping abusive situations. Hope's Door New Beginning Center (HDNBC) aims to use ESG funding to provide emergency shelter and rapid re-housing to 400 victims of domestic violence. These life-saving services offer victims and their children a secure place to escape life-threatening circumstances. At the shelter, victims and their children receive support and education to develop a safety plan and build sustainable lives that break the cycle of domestic violence. Without shelter and a path to safety, many victims face the harsh reality of homelessness, increased violence, or even homicide. Victims staying in the shelter typically spend up to 90 days (with an average of 45 days) as they work towards achieving their housing-related safety goals.

The Rapid Re-housing program aims to assist victims who are homeless due to abuse in finding housing solutions. The program's primary goal is to provide medium-term rental assistance (lasting more than 3 months but no more than 12 months) to approximately three households (10 victims) and their children, who are at risk of or currently experiencing homelessness due to domestic violence. Services offered include case management, education and employment support, counseling, housing search/placement assistance, legal advocacy, and credit repair. Financial assistance may cover rent and security deposits, application fees, utility deposits, and, when possible, moving expenses.

Funding Request: The proposed funding includes resources for 2 full-time equivalent (FTE) Case Managers and rental assistance for the Rapid Re-housing Program.

**ESG
Emergency
Shelter and
Rapid
Rehousing**

2025-2026 Emergency Solutions Grant

Category: Street Outreach

Applicant Agency:	Metro Relief Street Outreach Program			ESG Rental Street Outreach - Services
	5201 S Colony Blvd #545			
	The Colony TX 75056			
Contact Person:	Melissa McCombs	Title:	Finance Director	
Email/Phone	melissa@metrorelief.org		214-705-3555	
Project Name:	Metro Relief Street Outreach Program			

Amount Requested

Homeless Prevention FY 25/26: \$30,000

Number of Persons Served 75 persons @ \$400 each

Project Description:

The purpose of the Metro Relief's Mobile Street Outreach Program (SOP) is to work in collaboration with the City of Garland, the Garland Police Department, and other Metro Dallas Homeless Alliance (MDHA) participants to decrease the number of unsheltered homeless and chronically homeless individuals living in encampments and other uninhabitable places. The Metro Relief SOP is intentionally designed to provide extremely low-barrier, person-centered, non-facility services. Our goal is to make homelessness rare, brief, and non-recurring in the City of Garland.

For the 12-month period of the grant contract, Metro Relief will engage a minimum of 75 unduplicated homeless adults through the Metro Relief SOP and case manage at least 30 of these individuals. ESG funding will be designated toward the costs of 1) emergency assistance supplies, like food, water, hygiene and first aid materials; 2) critical document replacement, like state issued ID's, birth certificates, and social security cards; 3) mobile outreach vehicle supplies and mileage; 4) bus, train, or airfare to send individual home to live with family; 5) emergency lodging/hotels; 6) one Mobile Case Managers at 0.25 FTE. The ESG program cost per person served is estimated to be \$400 per unduplicated homeless individual.

DUNS Number: 452389719

2025-2026 Emergency Solutions Grant

Category: Rapid Re-housing

Applicant Agency:

Under 1 Roof

5787 S. Hmpton Rd. Suite 270

Dallas TX 75232

Contact Person:

Verna Jones

Title:

Executive Director

Email/Phone

vjones@under1roofdallas.org

214-298-4002

Project Name:

Rental/Housing Assistance Program

ESG
Rental
Services

Amount Requested
Prevention FY 25/26:

Homeless

\$60,000

Number of Persons Served

10 at \$6,000 each

Project Description:

The purpose of Under 1 Roof programs is to provide permanent supportive housing and support services, including case management, to low-income individuals and families experiencing homelessness in Dallas and surrounding counties.

The primary goal of Under 1 Roof is to offer safe, affordable housing to individuals, families and their children, seniors, and vets living on the streets, in shelters, or in places unfit for human habitation. Under 1 Roof also provides individualized support services to prevent future homelessness.

Under 1 Roof served 800 households (1,148 individuals) in Dallas County during 2024. Those seeking housing and emergency financial assistance are low-income individuals and families, often referred to as "the working poor." They are working in low-wage jobs and struggling with a meager budget. Many of our clients are single mothers with children. They often have to choose between paying rent or putting food on the table. Increases in rent, utilities, and cost of living are creating stressors that increase the potential for abuse or neglect.

We anticipate serving 10 households with funding from the City of Garland's 2025-26 Emergency Solutions Grant Program. No additional staff will be required to fulfill the grant. Services will include rapid rehousing support, tracking, and reporting the required outcomes from the services provided.

DUNS Number:

452389719

2025-2026 Emergency Solutions Grant

Category: Rapid Re-Housing/Emergency Housing

Applicant Agency:	Transcend CD		
	3939 Polk St		
	Dallas, TX 75224		
Contact Person:	Haphen Muchapondwa	Title:	CEO President
Email/Phone	haphen@transcendstem.org		830-800-0263
Project Name:	Transcend Individual and Family Stability Initiatives		
Amount Requested			
Homeless Prevention FY 22/23:	\$150,000		
Number of Persons Served	30 persons @ \$5,000 each		

**ESG
Rental
Assistance/
Motel
Voucher-
Services**

Project Description:

The proposed program aims to address housing instability and homelessness through a combination of rapid rehousing and emergency housing services. The program's primary purpose is to provide immediate and temporary housing solutions while assisting individuals and families in securing long-term housing stability. During the grant period, the program aims to serve a total of 9 households through rapid rehousing and provide emergency shelter assistance to 30 individuals. These numbers represent unduplicated adults and children who will receive support from the program.

ESG funding will be allocated to cover the following cost items:

Rapid Rehousing:

Maximum spend per household: \$8000

Number of households to be served: 9

Total Spend \$72,000

Rapid rehousing assistance will be provided to these households, including rental assistance, security deposits, utility payments, and case management services(including a percentage towards payroll) to support participants' transition into stable housing.

Emergency Shelter (Transitional Housing):

Maximum assistance per person: \$950 (up to 2 months of assistance - longer based on a case by case)

Number of individuals to be served: 50

Total Spend \$95,000

Emergency shelter assistance in the form of transitional housing will be provided to eligible individuals for a maximum duration of 2 months. This assistance will cover the costs associated with shelter accommodations, supportive services, and case management to help individuals move towards stable housing. The ESG funding will be allocated to cover the costs associated with rapid rehousing for 9 households and emergency shelter assistance for 25 individuals, ensuring that participants have access to safe and secure housing options and the necessary support services to facilitate their journey towards self-sufficiency

DUNS Number: 9141765377



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

9.

Meeting Date: 04/14/2025

Title: DART governance and funding: Impacts on Garland

Strategic Focus Area: Future-Focused City Organization

Issue/Summary

DART Governance and Funding: Impacts on Garland

Staff will provide the Council with an update on recent actions taken by the DART Board regarding funding and governance. Proposed legislation that would impact DART will also be discussed.

Background

This is an update only. Staff will also discuss proposed legislation that could impact DART and its implications for the City of Garland.

Consideration / Recommendation

Discussion only.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

10.

Meeting Date: 04/14/2025

Title: Audit Committee Meeting Report

Submitted By: Patricia Meaux, Senior Auditor

Strategic Focus Area: Sound Governance and Finances

Issue/Summary

Councilmember Ed Moore, Chair of the Internal Audit Committee, and Jed Johnson, City Auditor, will provide a committee report on the following items:

- FY24 External Audit
- Sanitation Commercial Services Audit
- Municipal Wastewater Treatment Agreements Audit
- Pothole and Major Patch Repair Program Audit.

Background

Staff will provide City Council with updates on recently completed audits by the Internal Audit Department.

Consideration / Recommendation

Council discussion



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

11.

Meeting Date: 04/14/2025
Title: Administrative Services Committee Report
Submitted By: Phillip Urrutia, Assistant City Manager
Strategic Focus Area: Vibrant Neighborhoods and
Commercial Centers
Customer-Focused City Services

Issue/Summary

Deputy Mayor Pro Tem Lucht, Chair of the Administrative Services Committee, along with staff, will present a committee report on Board and Commissions Engagement. This item was submitted by Councilmembers Lucht and Dutton. The presentation will also include a report on City Ordinances Related to Chickens. This item was submitted by Councilmembers Hedrick and Dutton.

Background

The briefing will provide City Council with updates concerning the Administrative Services Committee agenda items recently discussed.

Consideration / Recommendation

Unless otherwise directed by Council, these items will be marked as complete on the Administrative Services Committee Pending Items List.

Attachments

ASC Report

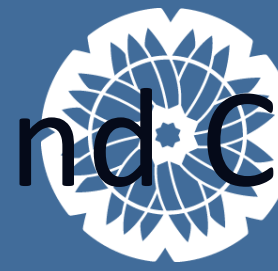


GARLAND

Administrative Services Committee Report

4/14/2025

Board and Commission Engagement



GARLAND

-Recommendation: Annual verbal report for all Boards and Commissions at Worksession meetings.

-Staff surveyed our pick 12 cities, 9 responses received, 6 of the 9 have annual report outs to council.

*Committee is reviewing other board items such as by-laws

- Texas Agriculture Code 251.0055 requires a health official or consultant to provide a report evaluating whether restricting agricultural operations or animals would cause harm.
- Recommendation: Monitor SB 141



City Ordinances Related to Chickens

Prohibiting roosters

Specifying minimum distances between chicken coops and residential structures

Any city ordinance violating this law is void.

Thank You

Questions?



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

12.

Meeting Date: 04/14/2025

Title: Board Appointment

Submitted By: Courtney Vanover, Public Information Coordinator

Issue/Summary

Councilmember Chris Ott

- Libby Odom - Parks & Recreation Advisory Board

Background

Consideration / Recommendation

Attachments

Libby Odom



Application for City of Garland Boards and Commissions

First Name:	Libby	Last Name:	Odom
Address:	2501 Dillon Dr	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75040
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		10+ years	Length of Garland residency (in years)?
		10+ years	
Email address:			
Do you use, or have you ever used, any of the following:			
Facebook, Twitter, Instagram, LinkedIn, Nextdoor			
<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	Community Multicultural Commission	2 nd Choice:	Parks and Recreation Board
		3 rd Choice:	Senior Citizens Advisory Committee
Please list any experience that qualifies you to serve in the areas you have indicated.			
I am involved in the city and try to keep up with what's going on. I'm active in the Chamber and volunteering in the community. I have served on boards in the past and am currently on the board for Good Samaritans of Garland.			
If you have previously served on a City Board or Commission, please specify and list dates of service.			
N/A			
List civic or community projects with which you have been involved.			
I have been a (Boy) Scout leader for 24 years. I graduated Leadership Garland Class 40 and was class advisor for Class 41 and 42. I have performed in the murder mystery for Good Sam every year.			
What is your educational background?			
I went to Freeman, Bussey, Garland High. I have a Bachelor's degree, teachers certificate, and Masters of Education from East Texas State University/Texas A&M Commerce. I taught in GISD for 24 years.			
Referred by:	Chris Ott	District:	8



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: