

Work Session Room at City Hall
Monday, May 5, 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. Shiloh Road Project - Acquisition of Real Property Located at 2328 Brooks Street

Council is requested to consider the approval of a purchase agreement and relocation assistance package negotiated with Deyanira and Gabriel A. Solis for the acquisition of fee simple interest from real property located at 2328 Brooks Street, 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 May 6, 2025 Regular Meeting.

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

Council is requested to consider the approval of a purchase agreement and relocation assistance package negotiated with Felipe Chavez and Dimas Carbajal for the acquisition of fee simple interest from real property located at 2329 Brooks Street, 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 May 6, 2025 Regular Meeting.

3. Pepperwood Lift Station Abandonment Project - Eminent Domain

Council is requested to consider approval of a resolution to authorize the use of eminent domain where necessary to acquire the needed easement for the Pepperwood Lift Station project. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 20, 2025 Regular Meeting.

4. Interlocal Agreement Between City of Garland and City of Terrell

Council is requested to consider the Interlocal Agreement between City of Garland and City of Terrell to provide radio communications technical support and services to the City of Terrell. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 20, 2025 Regular Meeting.

5. Interlocal Agreement with City of Richardson for Campbell and Jupiter Intersection

Council is requested to consider authorizing the City Manager to enter into an Interlocal Agreement with the City of Richardson for the design, construction, maintenance, and operation of Campbell Road and Jupiter Road Intersection improvements. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 20, 2025 Regular Meeting.

6. Fire and Police Staffing Realignment

Council is requested to consider revisions to the Civil Service Classifications Ordinance. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 6, 2025 Regular Meeting.

7. Investment Portfolio

The December 31, 2024 and March 31, 2025 Quarterly Investment Portfolios are presented to inform the Council of the current status of the City's invested funds.

8. Ordinance Amendment of Chapter 22 of the Code of Ordinances

Council is requested to consider an amendment to Section 22.06, Miscellaneous Fees: Adoption Procedure for dogs and cats, of Chapter 22 "Health" of the Code of Ordinances that would allow for the discretionary reduction or waiver of fees. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 20, 2025 Regular Meeting.

9. Youth Program Standards of Care

Council is requested to consider the approval of an ordinance adopting the Youth Programs Standards of Care. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 20, 2025 Regular Meeting.

VERBAL BRIEFINGS

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

10. Introduction of a New Director

Council will be introduced to Brian Norris, the new director of Code Compliance, by Andy Hesser, Assistant City Manager.

11. Introduction of a New Director

Council will be introduced to Michael Buchler, the new director of the Project Management Office, by Crystal Owens, Assistant City Manager.

12. 2025-2026 CDBG, HOME and ESG Federal Grant Allocations

The Community Development Department will provide a presentation concerning the distribution of Community Development Block Grant (CDBG) funding, HOME Infill Partnership Grant (HOME) funding, and Emergency Solutions Grant (ESG) funding. Council previously considered this item at the April 14, 2025 Work Session. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the July 8, 2025 Regular Meeting.

13. Legislative & Public Affairs Committee Report

Councilmember B.J. Williams, Chair of the Legislative & Public Affairs Committee, and staff will provide a committee report. Ariel Traub, Managing Director of Legislative & Public Affairs, will discuss the 89th legislative session thus far.

14. Community Services Committee Report

Councilmember Jeff Bass, Chair of the Community Services Committee, and staff, including representatives from MD Health Pathways, will provide a committee report on MD Health Pathways, which was discussed at a committee meeting on March 27, 2025. The item was requested by Councilmember Chris Ott and seconded by Councilmember Dylan Hedrick at the March 3, 2025 Work Session.

15. Transportation, Infrastructure and Mobility Committee Report

Councilmember Chris Ott, Chair of the Transportation, Infrastructure and Mobility Committee, and staff will provide a committee report on the following item: Assessment of Truck-Related Traffic Concerns and Signage in the Shiloh Road and Kraft Heinz Area. The item was submitted by Councilmember Dutton and seconded by Deputy Mayor Pro Tem Lucht at the March 31, 2025 Work Session, and was discussed at the Transportation, Infrastructure and Mobility Committee meeting on April 15, 2025.

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

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

16. Citywide Appointment

- Art Munoz, Animal Services Advisory Committee

17. Citywide Appointment

- Ashton Tassin, Animal Services Advisory Committee

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

18. Deliberate or discuss:

The City Council will adjourn into executive session pursuant to sections 551.071, 551.072, 551.086, 551.087, and 552.133 of the Texas Government Code to deliberate and discuss the following:

1. A potential offer by the City of financial and other incentives to a business prospect and the receipt of commercial or financial information that the City has received from that same business prospect, which the City seeks to have located within the City in the area of President George Bush Turnpike and Holford Road, and with which the City is conducting economic development negotiations (551.087), and which may include the sale or lease of real property (551.072); and attorney/client communications related to the same (551.071).
2. Competitive matters related to Garland Power & Light as it pertains to Project No. 55718 of the Public Utility Commission of Texas and the Order Approving the Reliability Plan for the Permian Basin Region (551.086 and 552.133) and attorney/client communication related to same (551.071).
3. The potential purchase and value of real property generally located near the southwest intersection of President George Bush Turnpike and Holford Road (551.072) and attorney/client communications related to same (551.071).
4. A potential and/or proposed amendment to the Development Agreement between the City and Om Estates Development, LLC ("OED") and associated financial information received by OED regarding same (551.087), and attorney/client communications related to same (551.071).
5. Attorney/client matters concerning pending or contemplated litigation or matters concerning privileged and unprivileged client information provided by the Office of the City Attorney.

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: 05/05/2025

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

Submitted By: Niels Brown, Real Estate Director

Strategic Focus Area: Well-Maintained City Infrastructure

Issue/Summary

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

Background

As part of the 2019 Bond Program, voters approved the reconstruction of Shiloh Road (from Kinglsey to Miller) from a four-lane divided concrete street to a six-lane divided concrete street. This 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 Deyanira and Gabriel A. Solis for the acquisition of the right-of-way from real property located at 2328 Brooks Street (Parcel E-38), and authorize the City Manager to execute such documents necessary to complete the transaction. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 6, 2025 Regular Meeting.

Attachments

E38_Solis Transaction Summary

E38_Solis_Exhbit A

W-38 Solis PSA

Shiloh Road Project

Kingsley Rd to Miller Rd

2328 Brooks Street

Parcel E-38 Solis Transaction Summary

Property Purchase = \$270,000

Replacement Housing = \$21,400

Housing Supplement includes storage shed replacement

Does not include Mortgage Differential or Incidental Expenses

Aggregate Amount To-Date = \$291,400

Additional Relocation Costs

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

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

Moving Expenses

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



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

BEING a 10,160 square foot (0.2332 of an acre) tract of land situated in the Thomas Burriss Survey, Abstract Number 64, City of Garland, Dallas County, Texas, and being all of Lot 1, Block 2, of Claremont Place Addition, an Addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of the Map Records of Dallas County, Texas (M.R.D.C.T.).

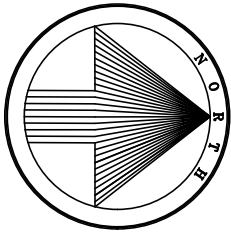
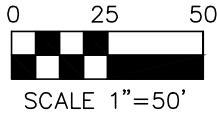


EXHIBIT "A" RIGHT-OF-WAY RESERVATION

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

GENERAL NOTES:

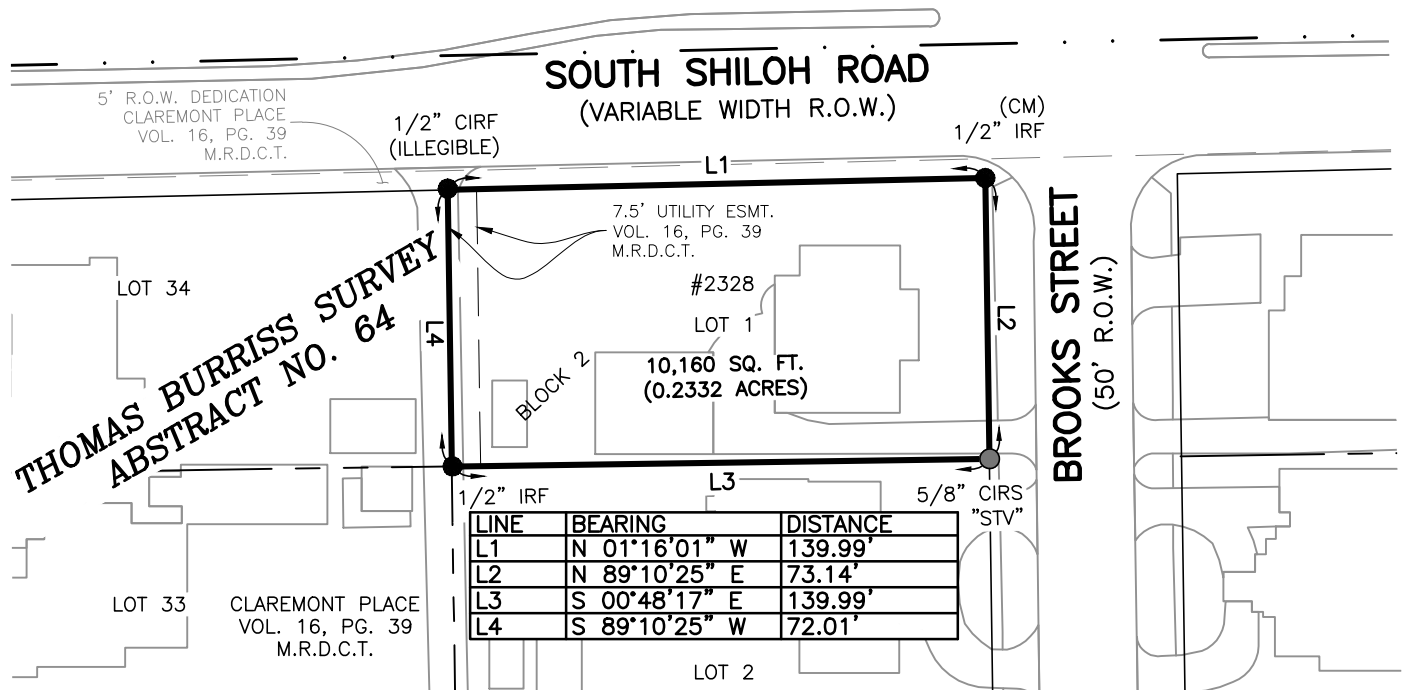
1. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
2. BEARINGS ARE BASED ON TRUE GEODETIC NORTH, OBTAINED WITH A GLOBAL POSITIONING SYSTEM, AND REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NAD 83 COORDINATES. DISTANCES AND AREA SHOWN HEREON ARE SURFACE UTILIZING A COMBINED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



LEGEND

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

HENRY REID SURVEY
ABSTRACT NO. 1197



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

Stephen J. Dial
STEPHEN J. DIAL RPLS NO. 6697

DATE: JULY 11, 2024



BEING A 0.2332 ACRE TRACT
SITUATED IN THE
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS
SURVEYOR:



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

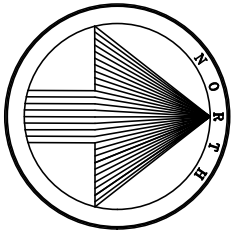


EXHIBIT "A"
RIGHT-OF-WAY RESERVATION

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

Market St.

PROJECT LOCATION
AREA TO BE ACQUIRED FOR
STREET WIDENING

S. Shiloh Rd.

Wood Dr.

English Dr.

Scotswood
Dr.

Nottingham
Dr.

English Cir.

Stanford St.

Huskey St.

Proctor St.

Brooks St.

Royal Dr.

BEING A 0.2332 ACRE TRACT
SITUATED IN THE
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
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SURVEYOR:



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TEXAS REGISTERED ENGINEERING FIRM F-1741 TBPELS 10194115
1800269.03 07/11/2024 PAGE 3 OF 3

REAL PROPERTY PURCHASE AGREEMENT

This Purchase Agreement ("Contract") is made and entered into by and between **Deyanira Solis and Gabriel A. Solis** with an address of 2328 Brooks Street, Garland, Texas ("Seller") and the **City of Garland**, a Texas home-rule municipality ("Buyer").

W I T N E S S E T H:

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

1. Property. Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and take from Seller, upon and subject to all of the terms and conditions set forth hereinafter all of that property located in Dallas County, Texas, commonly known as 2328 Brooks Street in the City of Garland, and more particularly described as

Being a 10,160 square foot (0.2332 of an acre) tract of land situated in the Thomas Burriss Survey, Abstract Number 64, City of Garland, Dallas County, Texas, and being all of Lot 1, Block 2, of Claremont Place Addition, an Addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of the Map Records of Dallas County, Texas (M.R.D.C.T) (the "Land");

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

2. Purchase Price. The total consideration for the sale of the Property shall be Two Hundred Seventy Thousand and No/100 U.S. Dollars (**\$270,000.00**) (the "Purchase Price"), which the Seller stipulates shall be considered the fair market value and acquisition cost of the Property, all of such Purchase Price to be paid at closing on the closing date (same day funds).

3. Earnest Money and Independent Consideration. Within five (5) business days following the date when this Contract is fully executed by both parties, Buyer shall deliver to **Fidelity National Title**, 2006 W. Campbell Road, Suite 200, Garland, Texas 75044, Phone: (972) 401-7814, Attention: Diana M. Spiak-Lee, VP/Escrow Officer (the "Title Company") as earnest money, the sum of Thirteen Thousand Six Hundred and No/100 Dollars (**\$13,600.00**) in cash or immediately available funds (the "Earnest Money"). If for any reason the sale contemplated herein is not consummated, then all of the Earnest Money (save for any Independent Consideration, as defined hereafter) shall be paid either to Buyer or Seller in conformity with the terms of this Contract. Notwithstanding anything to the contrary in this Contract, the sum of One Hundred and No/100 Dollars (\$100.00) ("Independent Consideration") shall be paid to Seller from the Earnest Money, which amount Seller and Buyer have bargained for and agreed to as independent and sufficient consideration for Seller's execution and delivery of this Contract. The Independent Consideration is non-refundable and separate consideration from any other payment or deposit

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

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

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

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

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

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

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

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

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

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

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

- (A) Seller's representations and warranties shall be true and correct as of the closing date.
- (B) The Property is in the same or similar condition as it was when this Contract was fully executed.
- (C) Title to the Property shall remain as initially approved by Buyer in the Title Binder and on the Survey as set forth in the provisions of this Contract such that good and indefeasible title shall be conveyed to Buyer at closing.
- (D) Seller has vacated Property and there are no adverse or other parties in possession of any portion of the Property.
- (E) Buyer obtains City Council approval, as contemplated in Section 9(D), of this Contract.

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

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

- (A) Buyer shall have the right for a period of one hundred ten (110) days (the "Feasibility Period") after the effective date (as provided below) of this Contract to enter onto the Property and to have full access the Property for the purpose of conducting such inspections, investigations, studies, and tests as Buyer may deem fit. On or before the commencement of the Feasibility Period, Seller shall furnish Buyer with a copy of any hazardous waste reports or other environmental assessments, audits, or test results obtained by Seller relative to any portion of the Property. In the event that Buyer determines, in its sole discretion, based upon its inspections, investigations, studies, or tests that the Property is not satisfactory for Buyer's purposes or is not suitable for Buyer's intended use, then Buyer shall deliver written notice of such determination to Seller on or before the expiration of the Feasibility Period. In the event of such termination, and provided that Buyer is not otherwise in default of any provision of this Contract, all Earnest Money together with any accrued interest shall be returned to Buyer by the Title Company, and

thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract.

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

10. Closing.

- (A) The closing of the purchase and sale of the Property shall take place on or before 30 days after the expiration of the Feasibility Period contemplated in Paragraph 9 of this Contract, unless extended by written agreement or necessitated by unplanned circumstances. The closing shall take place at the Title Company, or at such other place as the parties may mutually agree.
- (B) At the closing, Seller shall deliver to Buyer:

- (1) A special warranty deed, in the form of attached Exhibit "A" conveying title to the Property to Buyer, its successors and assigns, duly executed and acknowledged by Seller; and
- (2) All such other instruments of assignment, transfer, or conveyance as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Property in accordance with this Contract and where necessary or desirable in recordable form, including but not limited to as assignment of any lease affecting the Property.

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

11. Closing Adjustments and Prorations.

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

12. Remedies. If Seller shall have fully complied with all covenants, conditions, and matters hereunder by Seller to be performed or Buyer has waived such compliance in writing, Buyer's conditions precedent are satisfied or waived, and the Title Company is ready, willing, and able to issue its Owner's Policy of Title Insurance in the form herein prescribed, and Buyer shall then fail and refuse to close this transaction, then all Earnest Money deposited hereunder together with accrued interest thereon shall be paid to Seller as Seller's sole and exclusive remedy. If Buyer shall have fully complied with all covenants, conditions, and matters hereunder by Buyer to be performed, or Seller has waived such compliance in writing, and the Title Company is ready, willing, and able to issue its Owner's Policy of Title Insurance in the form herein prescribed, and Seller shall then fail and refuse to close this transaction, then at Buyer's election Buyer may either

obtain a refund of all Earnest Money together with accrued interest thereon whereupon all parties shall be released from all further obligations hereunder or Buyer may sue Seller for specific performance, it being hereby acknowledged that Buyer's remedies at law are inadequate. Buyer and Seller hereby waive any and all other remedies available to either or any of them at law or in equity.

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

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

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

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

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

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

term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

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

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

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

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

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

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

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

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

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

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

SELLER:

Deyanira Solis

By: _____
Deyanira Solis

Date : _____

Gabriel A. Solis

By: _____
Gabriel A. Solis

Date : _____

SELLER'S NOTICE ADDRESS:

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

BUYER:

City of Garland, a Texas home-rule municipality

By: _____

Name: _____

Title: _____

Date : _____

BUYER'S NOTICE ADDRESS:

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

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

Acknowledgment of Title Company Receipt

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

TITLE COMPANY:

Fidelity National Title

By:

Diana M. Spiak-Lee, VP / Escrow Officer

Date: _____

EXHIBITS:

Exhibit "A" – Form of Special Warranty Deed

EXHIBIT “A”
FORM OF SPECIAL WARRANTY DEED

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

**Project 14317 – Shiloh Road Widening (Kingsley to Miller)
Parcel No. E-38
2328 Brooks Street, Garland, Texas
Lot 1, Block 2, Claremont Place Addition**

SPECIAL WARRANTY DEED

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

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

Being a 10,160 square foot (0.2332 of an acre) tract of land situated in the Thomas Burriss Survey, Abstract Number 64, City of Garland, Dallas County, Texas, and being all of Lot 1, Block 2, of Claremont Place Addition, an Addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of the Map Records of Dallas County, Texas (M.R.D.C.T.); said tract being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated herein by reference:

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

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on this the date of _____, 2025, by Gabriel A. Solis, Owner of 2328 Brooks Street in Garland, Texas, on behalf of said individual.

Notary Public in and for the State of Texas

Upon Filing Return To:

City of Garland

Real Estate Management Office

800 Main Street, Third Floor

Garland, Texas 75040

Attn: Real Estate Director



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

2.

Meeting Date: 05/05/2025

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

Submitted By: Niels Brown, Real Estate Director

Strategic Focus Area: Well-Maintained City Infrastructure

Issue/Summary

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

Background

As part of the 2019 Bond Program, voters approved the reconstruction of Shiloh Road (from Kinglsey to Miller) from a four-lane divided concrete street to a six-lane divided concrete street. This 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 Felipe Chavez and Dimas Carbajal for the acquisition of the right-of-way from real property located at 2329 Brooks Street (Parcel E-37), and authorize the City Manager to execute such documents necessary to complete the transaction. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 6, 2025 Regular Meeting.

Attachments

E37_Chavez_Transaction

E37_Chavez_Exhibit A

E-37_Chavez_PSA-signed by Seller



Shiloh Road Project

Kingsley Rd to Miller Rd

2329 Brooks Street

Parcel E-37 Chavez Transaction Summary

Property Purchase = \$285,000

Replacement Housing = \$7,360

Housing Supplement excludes value of subject property's 2 carports

Does not include Mortgage Differential or Incidental Expenses

Aggregate Amount To-Date = \$292,360

Additional Relocation Costs

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

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

Moving Expenses

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

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

BEING a 12,511 square foot (0.2872 of an acre) tract of land situated in the Thomas Burriss Survey, Abstract Number 64, City of Garland, Dallas County, Texas, and being all of Lot 1, Block 1, of Claremont Place Addition, an Addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of the Map Records of Dallas County, Texas (M.R.D.C.T.).

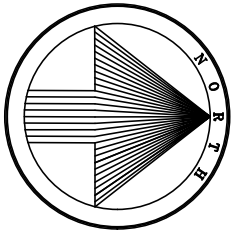
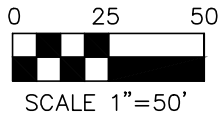


EXHIBIT "A" RIGHT-OF-WAY RESERVATION

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

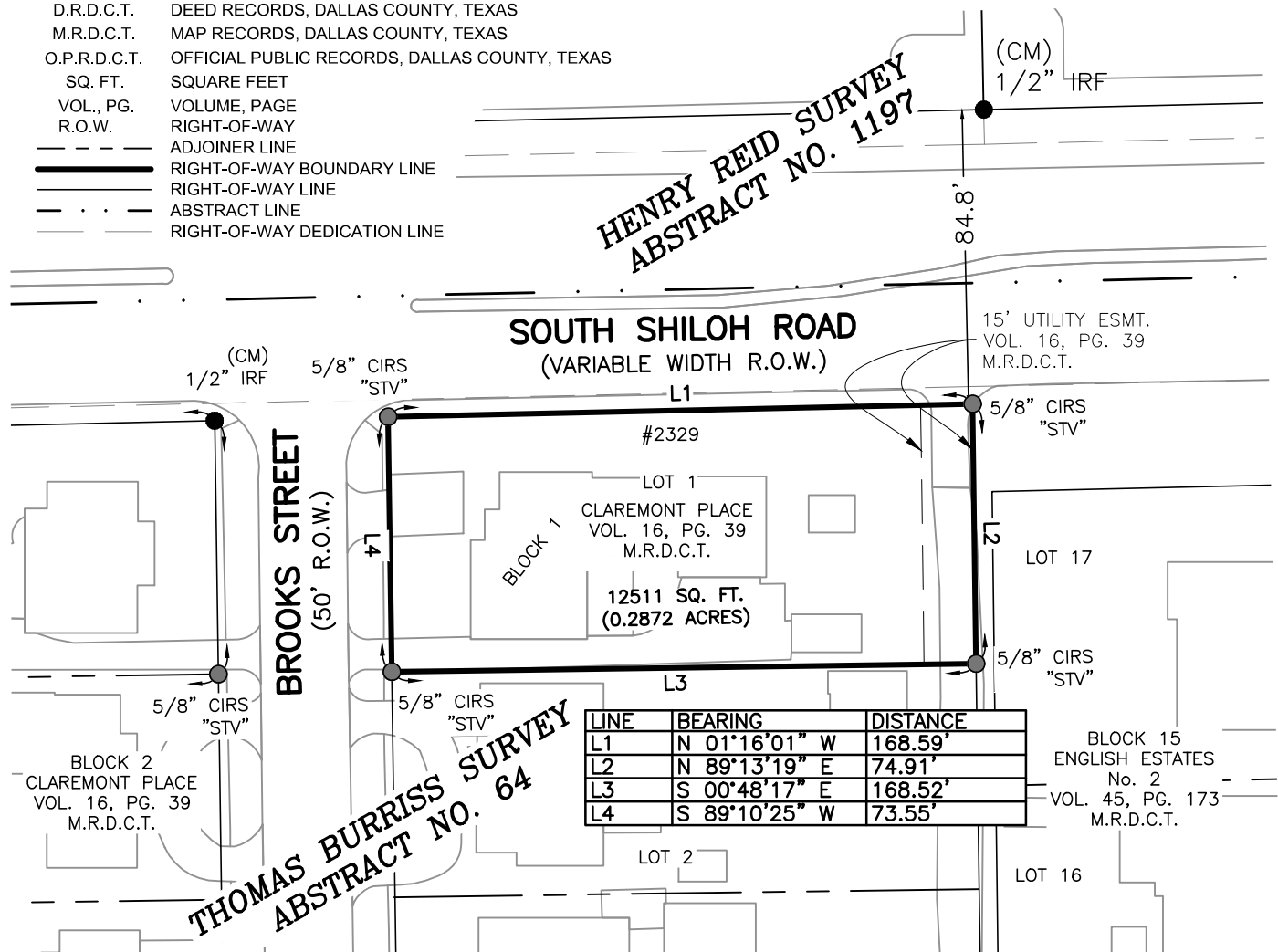
GENERAL NOTES:

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



LEGEND

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



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

STEPHEN J. DIAL RPLS NO. 6697

DATE: JULY 11, 2024



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



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

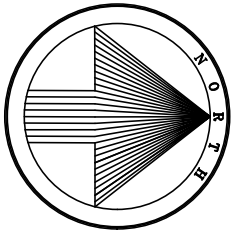
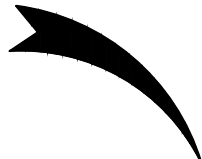


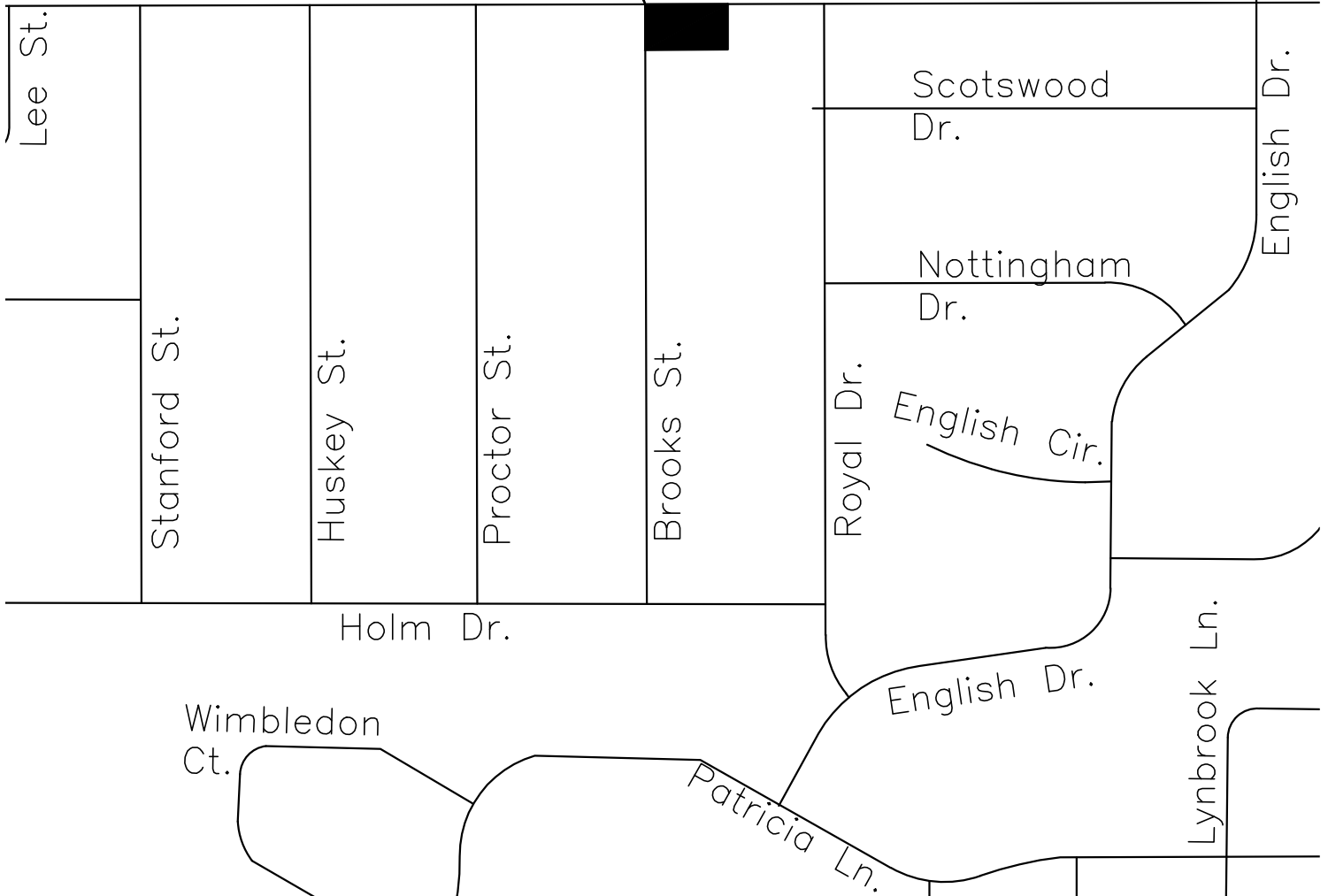
EXHIBIT "A" RIGHT-OF-WAY RESERVATION

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

PROJECT LOCATION
AREA TO BE ACQUIRED FOR
STREET WIDENING



S. Shiloh Rd.



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



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

REAL PROPERTY PURCHASE AGREEMENT

This Purchase Agreement ("Contract") is made and entered into by and between **Felipe Chavez and Dimas Carbajal** with an address of 2329 Brooks Street, Garland, Texas ("Seller") and the **City of Garland**, a Texas home-rule municipality ("Buyer").

W I T N E S S E T H:

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

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

Being a 12,511 square foot (0.2872 of an acre) tract of land situated in the Thomas Burriss Survey, Abstract Number 64, City of Garland, Dallas County, Texas, and being all of Lot 1, Block 1, of Claremont Place Addition, an addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of the Map Records of Dallas County, Texas (M.R.D.C.T)(the "Land");

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

2. Purchase Price. The total consideration for the sale of the Property shall be Two Hundred Eighty-Five Thousand and No/100 U.S. Dollars (**\$285,000.00**) (the "Purchase Price"), which the Seller stipulates shall be considered the fair market value and acquisition cost of the Property, all of such Purchase Price to be paid at closing on the closing date (same day funds).

3. Earnest Money and Independent Consideration. Within five (5) business days following the date when this Contract is fully executed by both parties, Buyer shall deliver to **Fidelity National Title**, 2006 W. Campbell Road, Suite 200, Garland, Texas 75044, Phone: (972) 401-7814, Attention: Diana M. Spiak-Lee, VP/Escrow Officer (the "Title Company") as earnest money, the sum of Fourteen Thousand Three Hundred Fifty and No/100 Dollars (**\$14,350.00**) in cash or immediately available funds (the "Earnest Money"). If for any reason the sale contemplated herein is not consummated, then all of the Earnest Money (save for any Independent Consideration, as defined hereafter) shall be paid either to Buyer or Seller in conformity with the terms of this Contract. Notwithstanding anything to the contrary in this Contract, the sum of One Hundred and No/100 Dollars (\$100.00) ("Independent Consideration")

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

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

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

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

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

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

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

Conservation and Reclamation Act (30 U.S.C. §§ 1251-1279), and regulations adopted pursuant thereto, and counterpart state and local laws, regulations adopted pursuant thereto; and (b) with respect to Texas law the Solid Waste Disposal Act (TEX. HEALTH & SAFETY CODE, Chap. 361 *et. seq.*), the Texas Clean Air Act (TEX. HEALTH & SAFETY CODE, Chap. 382 *et. seq.*), the Texas Water Code (TEXAS WATER CODE, Chap. 1 *et. seq.*) and the regulations promulgated pursuant thereto. The term "Hazardous Materials" shall mean any hazardous, toxic, or dangerous waste, substance, contaminant, or material defined as such in any of the foregoing statutes and also includes lead-based paint, asbestos, radioactive materials, urea formaldehyde insulation, or other substance considered to be hazardous by a reasonably prudent purchaser of real property.

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

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

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

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

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

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

10. Closing.

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

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

11. Closing Adjustments and Prorations.

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

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

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

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

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

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

16. Notices. Any notice required or desired to be given from one party to the other party to this Contract shall be in writing and shall be given and shall be deemed to have been served

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

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

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

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

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

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

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

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

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

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

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

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

[signature pages follow]

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

SELLER:

Felipe Chavez

By: 
Felipe Chavez

Date: 4-10-25

Dimas Carbajal

By: 
Dimas Carbajal

Date: 4-10-25

SELLER'S NOTICE ADDRESS:

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

With a copy to:

BUYER:

City of Garland, a Texas home-rule municipality

By: _____

Name: _____

Title: _____

Date: _____

BUYER'S NOTICE ADDRESS:

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

With a copy to:

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

Acknowledgment of Title Company Receipt

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

TITLE COMPANY: **Fidelity National Title**

By: _____
Diana M. Spiak-Lee, VP / Escrow Officer

Date: _____

EXHIBITS:

Exhibit "A" – Form of Special Warranty Deed

EXHIBIT "A"

FORM OF SPECIAL WARRANTY DEED

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

Project 14317 – Shiloh Road Widening (Kingsley to Miller)

Parcel No. E-37

2329 Brooks Street, Garland, Texas

Lot 1, Block 1, Claremont Place Addition

SPECIAL WARRANTY DEED

STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF DALLAS

§

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

Being a 12,511 square foot (0.2872 of an acre) tract of land situated in the Thomas Burriess Survey, Abstract Number 64, City of Garland, Dallas County, Texas, and being all of Lot 1, Block 1, of Claremont Place Addition, an addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of the Map Records of Dallas County, Texas (M.R.D.C.T); said tract being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated herein by reference:

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

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

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee’s successors and assigns forever; and Grantor does hereby

bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise.

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

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

By: _____

Print Name: Felipe Chavez

By: _____

Print Name: Dimas Carbajal

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

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

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

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

Notary Public in and for the State of Texas

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



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

3.

Meeting Date: 05/05/2025

Title: Pepperwood Lift Station Abandonment Project - Eminent Domain

Submitted By: Niels Brown, Real Estate Director

Strategic Focus Area: Well-Maintained City Infrastructure

Issue/Summary

The City does not own the property rights necessary to construct the project and has engaged in efforts to acquire the necessary easements and right-of-way. The City has not successfully negotiated a final purchase price with the property owner and is seeking authorization to pursue the use of eminent domain.

Background

Voters approved the 2019 Bond Program, which included a project to abandon the Pepperwood Lift Station and reestablish gravity flow in the area for sewer collection. Because the City does not already own all the property upon which the project will be constructed, the City has engaged in an effort to acquire the necessary easement. The City has not successfully negotiated a final purchase agreement with the property owner and is seeking authorization to pursue the use of eminent domain. Staff makes every reasonable effort to find a resolution before initiating a condemnation proceeding.

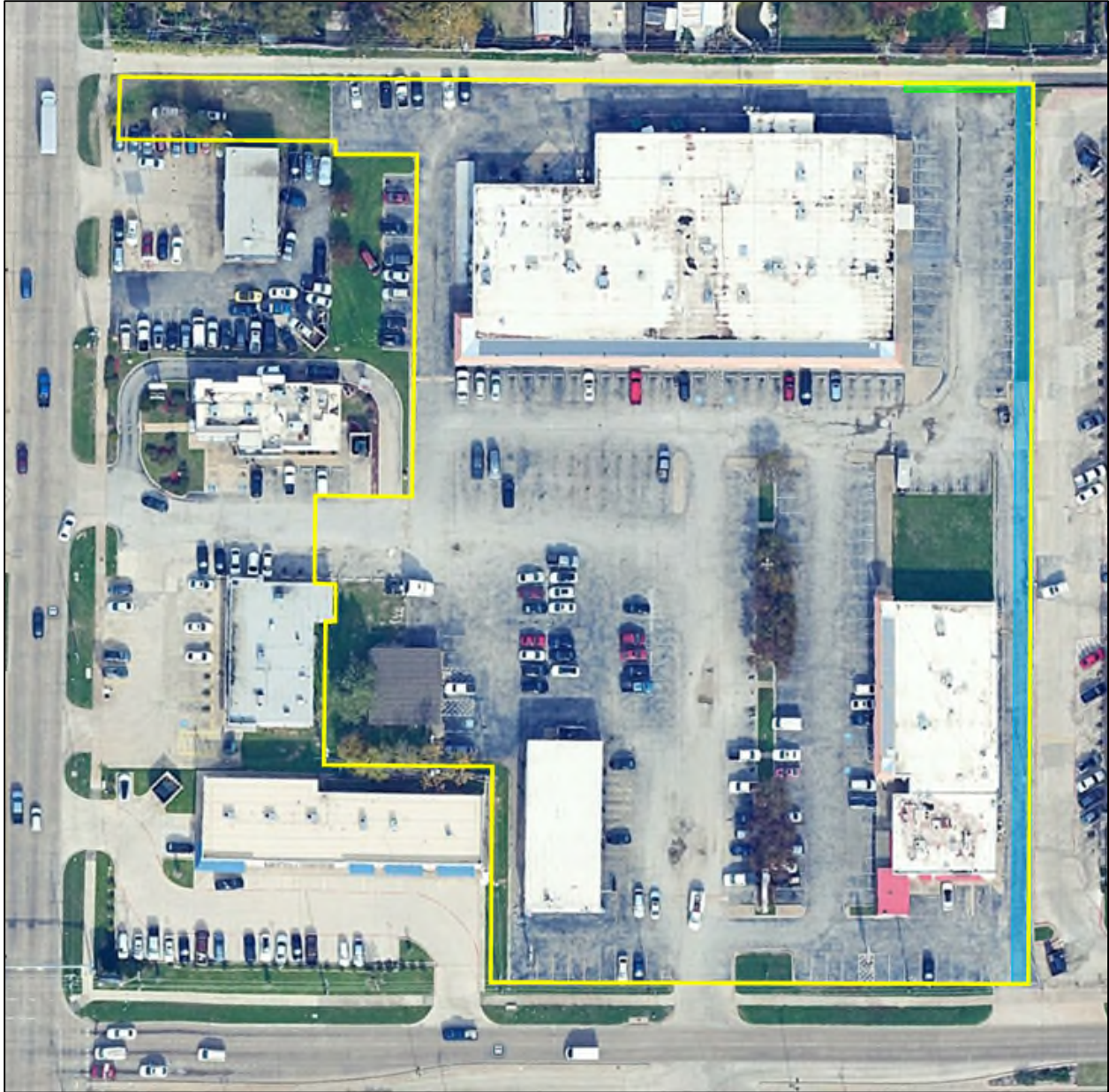
Consideration / Recommendation

Council is requested to approve a resolution to authorize the use of eminent domain where necessary to acquire the needed easement for the Pepperwood Lift Station project. This is scheduled for formal consideration at the May 20, 2025 Regular Meeting.

Attachments

4401 W Walnut Aerial

4401 W Walnut Utility ESMT

AERIAL PHOTOGRAPH**4401 W. Walnut Street**

Note: Yellow line indicates whole property boundary.

Green area indicates proposed easement acquisition.

ACQUISITION DESCRIPTION

The acquisition includes a total area of approximately 327 SF, or 0.008 acre.

Blue area indicates existing 15' utility easement.

Does not constitute a survey.

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 32174 – Pepperwood Lift Station
4401 W. Walnut St
Walnut Village Shopping Center Addition
Block 18, Lot 21R ACS 4.504**

UTILITY EASEMENT

STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF DALLAS

§

That **Y & O Walnut Park, Ltd. f/k/a WALNUT PARK LTD.**, a Texas limited partnership ("Grantor", whether one or more), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, including the benefits to be obtained by Grantor by reason of the construction of the improvements contemplated herein, the sufficiency of which is hereby acknowledged, paid in hand by the City of Garland, a Texas home-rule municipality ("Grantee"), has **GRANTED AND CONVEYED**, and by these presents does **GRANT AND CONVEY** unto Grantee a perpetual privilege, right, and non-exclusive easement (the "Easement") in and to those certain lots, tracts, or parcels of land situated in the County of Dallas, State of Texas, and more particularly described in Exhibit **A** attached hereto and incorporated herein by reference (the "Easement Area").

Grantor represents and warrants for the benefit of Grantee that (a) Grantor is the fee owner of the above-described lands, and (b) executing this instrument and granting the rights set forth herein are within Grantor's authority and do not require the consent of any other person.

The Easement hereby granted is for the purpose of giving to Grantee, its successors and assigns (including its franchised or authorized utilities), the right to construct, reconstruct, alter, rebuild, and perpetually maintain utility facilities over, under, upon, across and within the Easement Area together with the right to enter the Easement Area to inspect, operate, repair, replace, and remove those utility facilities. Grantee shall have the right of ingress, egress, entry, and access in, to, through, on, over, under, and across the Easement Area and where same intersects any public road, public right-of-way, or other easement to which Grantee has the right to access, and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it herein, without the necessity at any time of procuring permission from anyone.

It is further agreed Grantor shall retain all the oil, gas, and other minerals in, on, and under the Easement; provided however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals in the Easement Area, but will be permitted to extract oil and other minerals from and under the Easement Area by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of this Easement for the purposes for which the Easement is being sought by Grantee.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, its successors, assigns, and the public forever.

This document may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument. When the context requires, singular nouns and pronouns include the plural.

EXECUTED effective as of this date _____, 20____.

GRANTOR: **Y & O WALNUT PARK, Ltd. f/k/a WALNUT PARK LTD,**
a Texas limited partnership

By: Walnut Park GP, INC., a Texas corporation
Its General Partner

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF NEW YORK §
COUNTY OF _____ §

This instrument was acknowledged before me on this the date of _____, 20____,
by _____ *[Name]*, _____ *[Title]*
of Y & O Walnut Park, Ltd. f/k/a Walnut Park, LTD. on behalf of said Texas limited partnership.

[SEAL]

Notary Public in and for the State of New York

EXHIBIT "A"
5-foot Utility Easement
Walnut Park Ltd.
0.008-Acre or 327 Square Feet

Being a 0.008-acre, 327 square foot tract of land situated in the William Barnes Survey, Abstract Number 78, City of Garland, Dallas County, Texas, being part of that certain tract of land conveyed by Special Warranty Deed to Walnut Park, Ltd., recorded in Volume 97008, Page 2131, Deed Records, Dallas County, Texas, also being part of Lot 21R, of the Walnut Village Shopping Center First Replat, recorded in Instrument Number 201600323916, Official Public Records, Dallas County, Texas, as corrected by Certificate of Correction, recorded in Instrument Number 201600329752, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a found "X" in concrete in the north line of Walnut Street (100-foot right-of-way) at the southeast corner of said Lot 21R, also being the southwest corner of a tract of land conveyed to Walnut Gardens LLC, recorded in Instrument Number 201800082989, Official Public Records, Dallas County, Texas;

THENCE N 00°38'26" W, leaving the north line of said Walnut Street, and with the east line of said Lot 21R and the west line of said Walnut Gardens LLC tract, a distance of 521.61 feet to a found 1/2-inch iron rod in the south line of a 15-foot alley of the Walnut Terrace Addition, Fifth Section, recorded in Volume 48, Page 165, Map Records, Dallas County, Texas, and being the northeast corner of said Lot 21R and the northwest corner of said Walnut Gardens LLC, tract;

THENCE S 89°23'45" W, with the north line of said Lot 21R and the south line of said alley, a distance of 15.00 feet to a point for the northwest corner of a 15-foot Utility Easement of the Walnut Village Shopping Center Plat, recorded in Volume 73114, Page 2181, Map Records, Dallas County, Texas, and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,521,288.56

Y: 7,021,711.12


THENCE S 00°38'26" E, leaving the north line of said Lot 21R and the south line of said alley, and with the west line of said 15-foot Utility Easement, a distance of 5.00 feet;

THENCE S 89°23'45" W, leaving the west line of said 15-foot Utility Easement and over and across said Lot 21R, a distance of 65.35 feet to a point for the southeast corner of a 5-foot Utility Easement dedicated by the Walnut Village Shopping Center Plat, recorded in Volume 434, Page 1355, Map Records, Dallas County, Texas;

THENCE N 00°36'15" W, with the east line of said 5-foot Utility Easement, a distance of 5.00 feet to a point in the north line of said Lot 21R and in the south line of said 15-foot alley, also being the northeast corner of said 5-foot Utility Easement;

THENCE N 89°23'45" E, with the north line of said Lot 21R and the south line of said alley, a distance of 65.35 feet to the POINT OF BEGINNING and containing approximately 0.008 acres or 327 square feet of land.



 5-29-24
Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900

Notes:

1. A drawing of even date accompanies this description.
2. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000136506) of the project combined scale factor (0.999863513). The system was established on site using the Allterra Central Trimble RTKNET.
3. All record references are to those of the Dallas County Clerk unless otherwise noted.

N. PLANO RD.
(120' RIGHT-OF-WAY).

15' ALLEY

ACCESS EASEMENT DOC. NO. 201600323916

REPLAT OF WALNUT VILLAGE
SHOPPING CENTER
LOT 21R, BLOCK 18
DOC. NO. 201600323916

LOT 25R, BLOCK 18
DOC. NO. 201600323916

LOT 27, BLOCK 18
DOC. NO. 201600323916

CASA TERRACE INC.
SHOPPING AREA
WALNUT VILLAGE SHOPPING
CENTER FIRST REPLAT
LOT 21R, BLOCK 18
DOC. NO. 201600323916

WALNUT VILLAGE SHOPPING CENTER
LOT 24, BLOCK 18
VOL. 67047, PG. 912
INST. NO. 201800082989
GARDENS ON WALNUT APARTMENTS
4209 W. WALNUT ST.

5' UTILITY EASEMENT
0.008 ACRES
327 SQ. FT.

P.O.B.
UTILITY EASEMENT
X = 2,521,288.56
Y = 7,021,711.12

5' UTILITY EASEMENT
VOL. 434, PG. 1355

L1 1/2" IRF
L2
L3
L4
L5

W 521.61'
N 00°38'26"



LEGEND:

- PROPOSED UTILITY ESMT.
- PROPOSED TEMP. CONST. ESMT.
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- IRF = IRON ROD FOUND
- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- R.O.W. = RIGHT OF WAY
- = MONUMENT FOUND
- = 1/2" IRON ROD WITH YELLOW PLASTIC CAP
- STAMPED "G&A 10127900" SET

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 89°23'45" W	15.00'
L2	S 00°38'26" E	5.00'
L3	S 89°23'45" W	65.35'
L4	N 00°36'15" W	5.00'
L5	N 89°23'45" E	65.35'

WILLIAM BARNES SURVEY
ABSTRACT NUMBER 18

15' UTILITY EASEMENT
VOL. 73114, PG. 2181

P.O.C.
UTILITY EASEMENT
X = 2,521,309.39
Y = 7,021,189.77

"X" FOUND

WALNUT STREET
(100' RIGHT-OF-WAY).

NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the reciprocal (1.000136506) of the project combined scale factor (0.999863513). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Dallas County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.

1/2" IRON ROD WITH YELLOW PLASTIC CAP
STAMPED "G&A 10127900" SET



I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors.

Blake Sudduth
Blake Sudduth, RPLS 6631
5-29-24

Grantham & Associates, Inc.
Civil Engineering & Surveying
"Serving with Integrity"

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044

(972) 864-2333 (TEL)
(972) 864-2334 (FAX)

5/29/2024

1482-ESMT01

PEPPERWOOD LIFT STATION ABANDONMENT
UTILITY EASEMENT
OWNER: CASA TERRACE INC.
PROJECT NO. W444-2023
EXHIBIT A
PAGE 3 OF 3

CITY OF GARLAND
DALLAS COUNTY, TEXAS



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

4.

Meeting Date: 05/05/2025

Title: Interlocal Agreement Between City of Garland and City of Terrell

Submitted By: Mike Betz, Interim Managing Director

Strategic Focus Area: Future-Focused City Organization

Issue/Summary

The consideration of a Resolution to approve the terms and conditions of an Interlocal Agreement by and between City of Terrell. The City of Terrell is requesting radio communications technical support and services from the City of Garland.

Background

On May 20, 2025, the City Council will be asked to adopt a resolution authorizing the City Manager to execute an Interlocal Agreement (ILA) with the City of Terrell for services provided by the City of Garland. These services will include technical support to help maintain the City of Terrell's radio components that are part of the GMRS regional radio system.

Consideration / Recommendation

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute the ILA between City of Terrell and the City of Garland which defines the terms and conditions for City of Terrell and the City of Garland to perform the services that will include technical support to help maintain the City of Terrell's radio components that are part of the GMRS regional radio system.

Attachments

Terrell Master ILA
Terrell Work Order

MASTER INTERLOCAL RADIO SYSTEM SERVICE AGREEMENT

This Master Interlocal Radio System Service Agreement (the "Master Agreement") is entered into between the City of Garland, Texas ("Garland") and the City of Terrell, Texas, ("Terrell") (individually, Garland and Terrell are also referred to as a "Party," collectively, referred to herein as the "Cities" or "Parties").

Recitals:

WHEREAS, Garland and Terrell are political subdivisions within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, both Garland and Terrell are home rule municipalities as allowed by **Tex. Const. Art. 5**; and

WHEREAS, the Interlocal Cooperation Act, **Tex. Gov't Code Ann. 791.001 et seq.** (the "Act"), provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, Garland and Terrell are local governments as that term is defined in the Act and this Master Agreement is being entered into pursuant to and under the authority of the Act; and

WHEREAS, municipalities own and operate radio systems and other public safety communication devices for the purpose of providing radio communications in support of their governmental operations; and

WHEREAS, the municipal radio systems and public safety communications devices periodically need repairs, upgrades, and routine maintenance; and

WHEREAS, in order to provide dependable/mission-critical radio service for use by each of the Cities and their respective users, Garland and Terrell desire to enter into this Master Agreement to provide maintenance and repair services for said radio systems and public safety devices used by the Cities and their respective users, as such radio system coverage is essential and a necessary component of providing certain vital government services by each respective City, including, without limitation, police, fire, emergency medical and public works protection provided by each City to ensure safe, effective and efficient communications, and to benefit the greatest number of citizens both now and in the future; and

WHEREAS, this Master Agreement memorializes the agreement between the Cities regarding the maintenance and repair of the radio system and other public safety devices;

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Master Agreement, the Cities agree as follows:

Article 1 Definitions.

Unless context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Master Agreement and any Work Orders issued hereunder:

“Business Day” shall mean any day other than a Saturday, Sunday, or official City holiday in which either Garland’s or Terrell’s City Hall offices are closed for business.

“Consumables” shall mean supplies or other materials other than specific parts or equipment which are used in the course of maintaining and/or repairing Covered Equipment. Examples include solvents, solder, wires, fuses, antennae, light bulbs, etc.

“Covered Equipment” shall mean the following communications system equipment obtained through the Terrell and Motorola contract USC00167361 on May 26th 2021.

- a) Infrastructure equipment consisting of four (4) GTR 8000 base stations, and two (2) site controllers, and one (1) LAN router/switch;
- b) Dispatch equipment, consisting of four (2) MCC7500e consoles, and one (1) LAN router/switch, and two (3) Conventional Channel Gateways, and one (1) Conventional Site Controller, and one (1) alarming system;

The term “Covered Equipment” shall not be interpreted to include Subscriber Radios.

“Covered Services” shall mean those services described in Article 3 herein below, subject to changes set forth in any active Work Order. The term “Covered Services” applies only to the labor necessary to troubleshoot and repair the Covered Equipment, and specifically excludes parts, equipment, and consumables necessary for repairs and maintenance provided under the Master Agreement or any active Work Order.

“Effective Date” shall mean the later of the dates this Agreement is approved by the governing bodies of both Cities and signed by the authorized representatives of each City.

“Governance Board” means the administrative governing body tasked with the operation and administration of the System.

“Special Projects” shall mean IT services other than Covered Services that Garland may agree to perform for Terrell on a case-by-case basis and which are ancillary to the Covered Services. The Cities retain the right to refuse to reach any agreement for Special Projects.

“Subscriber Radios” shall mean the APX4000, APX4500, APX6000, APX6500, APX7500, and APX8000 model radios that make up one component of the System.

“System” means the wide area, multi-site (“simulcast”) digital trunked radio system compliant with P-25 interoperability standards as more expressly defined in the CSA.

“Work Order” shall mean an annual agreement between Garland and Terrell that is executed in accordance with and governed by this Master Agreement and which incorporates the terms of this Master Agreement therein by reference.

Article 2 Agreement to Perform Services.

2.01 Work performed. Once a mutually agreed Work Order takes effect, Garland agrees to provide the Covered Services to Terrell under the terms and conditions set forth herein, and any Special Projects to which the Parties may agree. Garland shall provide all necessary facilities, personnel, service documentation, transportation and software to maintain, install, program, and/or modify the Covered Equipment.

2.02 Drive-in facility. Garland will operate a drive-in maintenance facility for Terrell to bring Subscriber Radios and other portable Covered Equipment for maintenance and repair. The facility shall be open on all Business Days.

2.03 Service calls and response times. Garland agrees to the following response times and conditions:

a) **Normal.** Garland shall provide field service for non-public safety fixed equipment during such dates and times as Garland City Hall may be open for business. Garland will respond to normal service calls within four (4) hours after Terrell notifies Garland of the need for such services. Service notifications received after 1:00 p.m. may not be addressed until the following Business Day, depending on Garland’s volume of work and availability.

b) **Emergency.** Garland shall provide emergency field service within two (2) hours of notification, regardless of date or time, for Fire Station Alerting (FSA) equipment, public safety repeaters, base/control stations, consoles, voting equipment, and remotes.

2.04 Customer support line. Garland shall maintain a twenty-four (24) hour customer support telephone line for Terrell to report any outages. Garland shall ensure the customer support line is available each day of the year, including weekends and holidays.

2.05 Notice by email. For purposes of this Article 2, Terrell may notify Garland by emailing the head of Garland’s IT department or his designated proxy. Terrell may also notify Garland by

telephone by calling the customer support line.

Article 3 Covered Services.

3.01 Subscriber Radios. Garland shall provide labor to perform technical troubleshooting of any Subscriber Radio.

a) Maintenance issues, other.

(1) During the troubleshooting process, if Garland determines the power cable, remote cables, power sources, antennas, or other peripheral equipment is the result of the radio failure, Garland shall notify Terrell of the issue so that Terrell may either provide Garland the appropriate equipment necessary to effect the repairs, or notify Garland, in writing, to obtain the necessary replacement equipment and invoice Terrell for the necessary expense to purchase and obtain said equipment. Garland may, at its sole option, refuse to obtain any necessary replacement equipment and require Terrell to do so at Terrell's sole expense.

(2) If Garland determines that the Subscriber Radio failure resulted from any electrical malfunction of vehicle wiring and/or power sources, Garland will notify Terrell. Repair of any damage caused by electrical malfunction shall be considered a Special Project. If the Cities do not agree to the Special Project, Garland shall return the damaged equipment to Terrell at Terrell's expense.

b) Subscriber Radio service fees.

(1) Garland shall charge Terrell a monthly fee for making its technical troubleshooting services for each Subscriber Radio available to Terrell as outlined herein below (the "Radio Fee").

(2) The Radio Fee shall be set forth in the Work Order.

(3) The total monthly Radio Fee for all Subscriber Radios combined shall be calculated by multiplying the total number of Subscriber Radios Terrell possesses by the Radio Fee set forth in the Work Order ("Total Monthly Radio Fee"). The amount due for the entire year shall be determined by multiplying the Total Monthly Radio Fee by twelve (12) ("Total Annual Radio Fee").

(4) In the event Terrell obtains additional Subscriber Radios during the pendency of a Work Order, it shall, within five (5) business days of taking possession of said Subscriber Radios, notify Garland, in writing, that it obtained additional Subscriber Radios and provide all necessary identifying information (model, serial numbers, etc.).

(5) Terrell shall pay the Radio Fee for any new Subscriber Radio(s) at the time it notifies Garland of its acquisition as set forth in Section 3.01(b)(3), *supra*, beginning in the calendar month Terrell notifies Garland of its acquisition of said Subscriber Radio. The total amount due for any new Subscriber Radio shall be calculated by multiplying the number of months remaining under the active Work Order, including the month in which Terrell notified Garland of the acquisition, by the monthly Radio Fee set forth in the active Work Order.

(7) In the event Terrell decreases the number of Subscriber Radios it possesses, it shall notify Garland within five (5) business days. Terrell shall be entitled to a prorated reduction of the Radio Fee for said Subscriber Radios, to be calculated by multiplying the amount of the Radio Fee by the remaining number of months the Work Order shall be in effect. The month in which Terrell notifies Garland of the decrease in the number of Subscriber Radios shall not be included in the calculation of this reduction.

3.02 Manufacturer repairs. In the event a Subscriber Radio needs to be sent to the manufacturer for repair, the following protocols shall apply.

a) **Shipping.** Garland shall send the Subscriber Radio to the manufacturer for repairs. Garland shall invoice Terrell for any shipping and handling expenses Garland incurs in this process. Terrell shall pay such invoices within 30 days of receipt.

b) **Estimates; authorization.** Garland shall request the manufacturer provide an estimate for the cost of repairs and for the length of time the manufacturer estimates it will take to complete the repairs. Garland will forward this information, once provided by the manufacturer, to Terrell prior to authorizing the repairs. Terrell shall, upon receiving the manufacturer's estimate, notify Garland whether or not the manufacturer should proceed with the recommended repairs. The Parties mutually acknowledge that Garland shall not be held responsible in the event the manufacturer's final bill exceeds the preliminary estimate.

c) **Repair costs.** Garland shall invoice Terrell for any manufacturer repairs at the manufacturer's invoice amount, including any shipping and handling charges or other fees and costs the manufacturer may have invoiced. Terrell shall pay such invoices within 30 days of receipt.

d) **Reprogramming; installation.** Garland shall reprogram a Subscriber Radio returned from the manufacturer to the radio's specifications at the time Terrell presented the Subscriber Radio to Garland for repairs. Garland shall then reinstall the Subscriber Radio into the Terrell vehicle (if necessary), and ensure that the Subscriber Radio is activated on the radio System servers.

3.03 Spare radios. At times, the Parties recognize that Terrell may periodically need a temporary replacement radio for use while a Subscriber Radio is being serviced, maintained, or repaired. Upon Terrell's request, Garland shall program a spare radio and, if requested, install the spare radio into Terrell's vehicle. Terrell shall be solely responsible for obtaining and providing the spare radio at its own expense.

3.04 Covered Services. In addition to the foregoing services for Subscriber Radios, the following shall be considered "Covered Services":

a) **Covered equipment.** Garland shall provide labor to troubleshoot the Covered Equipment.

b) **On-site equipment.** Garland shall provide on-site troubleshooting and repair services for the Covered Equipment.

c) **Call management services.** Garland shall provide call management services for any issues with the infrastructure equipment, dispatch equipment, or Subscriber Radios.

3.05 Annual preventative maintenance. Garland shall provide the manufacturer's recommended annual preventative maintenance measures for the Covered Equipment.

3.06 Replacement parts. Garland shall invoice Terrell for any necessary replacement parts at Garland's cost. Terrell shall pay such invoices within 30 days of receipt.

3.07 Consumables. Garland shall invoice Terrell any Consumables necessary to repair the Covered Equipment at Garland's cost. Terrell shall pay such invoices within 30 days of receipt.

3.08 Exclusions. The following items are explicitly excluded from Covered Services: tower, generator, and power systems.

3.09 Notice by email. For purposes of this Article 3, Terrell may satisfy any notice requirements contained herein by emailing the head of Garland's IT department or his designated proxy. Terrell may also notify Garland by telephone by calling the customer support line. Likewise, Garland may satisfy any notice requirements by emailing the head of Terrell's IT department or his designated proxy.

Article 4 Special Projects.

4.01 The Parties recognize that Terrell may, from time to time, request Garland provide services related to Terrell's communications system, which are not covered by the terms of this Master Agreement or the active Work Order. These services, referred to herein as "Special Projects", may require Garland to perform electronic, electrical, and mechanical design,

installation and/or modification of various equipment and sub-systems to achieve the outcome Terrell desires. Upon Terrell's written request, Garland may, at its sole discretion, prepare a written proposal for Terrell's review and approval for any such Special Project. The Parties agree that the proposal is only an estimate of the cost to perform the Special Project. If the actual cost to perform the Special Project has or will exceed the estimated amount of the proposal by more than ten percent (10%), then Garland will stop work and notify Terrell prior to proceeding with the services. Terrell shall decide whether Garland should continue the Project, and shall notify Garland of its decision. In the event the final invoice reflecting Garland's actual costs for parts, equipment, consumables and time varies from the written proposal and Terrell was notified and agreed to the increased cost, the final invoice shall control. Terrell shall pay such invoices within 30 days of receipt.

4.02 Programming. Any programming, alignment, tuning, or firmware updates other those set forth in Sections 3.02(c) and 3.03 above shall be considered a Special Project.

4.03 Cost. For any Special Projects, Garland shall invoice Terrell as follows:

a) **Parts and equipment.** Garland shall invoice Terrell for parts and equipment at Garland's actual cost, including any applicable shipping and handling fees Garland incurs.

b) **Consumables.** Garland shall invoice Terrell for consumables used in any Special Projects at Garland's actual cost, including any applicable shipping and handling fees Garland may incur.

c) **Labor.** Garland shall invoice Terrell for labor on an hourly rate. The Special Project's rate shall be that set forth in the current Work Order. In the event a given Special Project spans multiple Work Orders, the hourly rate shall be the rate designated in the Work Order in effect at the time Terrell approves Garland's proposal. A minimum of one hour of labor shall be charged for any Special Project.

Article 5 Work Orders.

5.01 Negotiation of Work Orders. The Parties shall begin negotiations for a new Work Order in sufficient time for the Work Order and any associated fees and expenses to be accounted for in each City's budgeting process.

5.02 Subject to Master Agreement. Each Work Order shall state that it is subject to the terms and conditions of this Master Agreement. In the event of a conflict between the terms of a particular Work Order and this Agreement, the Work Order terms shall apply.

5.03 Work Order Fees. Each Work Order shall indicate the following:

- a) The annual fee Garland will charge Terrell to provide the Covered Services;
- b) The hourly rate Garland will charge Terrell for any Special Project;
- c) The amount of the Radio Fee for each of the Subscriber Radios; and
- d) Whether any additional equipment beyond that described in this Master Agreement shall, for the duration of that particular Work Order, be considered Covered Equipment.

5.04 Term of Work Orders. Unless the terms of an individual Work Order state to the contrary, each Work Order shall begin at midnight on October 1 of a given calendar year and shall continue through 11:59 p.m. on September 30 of the following calendar year.

Article 6 Payment

6.01 Annual Covered Services Fee. Terrell shall pay Garland the annual fee for Covered Services no later than ten (10) business days after each Work Order takes effect.

6.02 Radio Fees. Terrell shall pay Garland the Total Annual Radio Fee at the same time it pays the annual Covered Services fee described in Section 6.01, *supra*.

6.03 Invoices. Garland shall periodically invoice Terrell for any parts, consumables, labor or other charges not included in the Covered Services. Payment for these periodic invoices is due thirty (30) days after issuance. To the extent any invoice includes pass-through charges for equipment or manufacturer repairs not covered by warranty, Garland shall provide documentation of the expense for Terrell's records. If Terrell fails to pay an invoice within ninety (90) days after issuance, the failure to pay shall be considered a breach of this Master Agreement.

6.04 Interest. Garland shall not charge Terrell interest for the first thirty (30) days after Garland issues and sends Terrell an invoice. Beginning on the thirty-first (31st) day, Terrell shall pay Garland interest on any outstanding invoice(s) at the rate authorized pursuant to Chapter 2251 of the Texas Government Code.

Article 7 Term

7.01 Term of Master Agreement. This Master Agreement shall commence on the Effective Date and shall continue until and including September 30, 2026 (the "Initial Term"), unless terminated earlier as provided herein. Unless terminated earlier as provided herein, following the Initial Term, this Master Agreement shall automatically renew for successive terms of three (3) years each beginning October 1, 2026 and continuing on October 1st of each third calendar year thereafter (each a "Renewal Term" and collectively the "Renewal Terms") unless either

Party elects not to renew this Master Agreement. A Party shall provide written notice to the other Party that it does not wish to renew this Master Agreement at least five hundred and forty (540) days prior to the end of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and all Renewal Terms shall collectively be referred to herein as the "Term".

7.02 Termination in Event of Non-Appropriation of Funds. As home rule municipalities in the State of Texas, both Parties are subject to **Tex. Const. art. III, § 52-a** prohibiting unfunded debt. All expenditures to be made by each City under the terms of this Master Agreement and any associated Work Order shall be subject to such City's appropriation of funds for such purpose to be paid in the fiscal year for which such expenditure is to be made and shall be paid only from funds of such City authorized by Article III, Section 52a of the Texas Constitution. Each Party agrees to give the other Party at least ninety (90) days prior written notice if such Party anticipates that funds may not be appropriated to meet its obligations under the terms of either this Master Agreement or any associated Work Order for the City's next fiscal year. In the event the City Council of either City fails to appropriate funds in any fiscal year during the Term of this Master Agreement and any associated Work Order for the payment of all obligations of such City under the terms of this Master Agreement and any associated Work Order for such fiscal year, such Party shall have the right to terminate this Master Agreement and any associated Work Order by giving the other Party written notice of the non-appropriation of funds within five (5) days after such City fails to appropriate the necessary funds. The termination of this Master Agreement and/or any associated Work Order as a result of either Party's failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated.

7.03 Early Termination. Notwithstanding anything to the contrary herein, either Party may terminate this Master Agreement without cause prior to the end of the Initial Term subject to the following:

- a) The Party desiring to terminate this Master Agreement must give the other Party at least two hundred and ten (210) days prior written notice of termination; and
- b) The termination date shall be at 11:59 p.m. on the first September 30th after passage of the two hundred and ten (210) day notice period.

7.04 Effect of Termination of Master Agreement Pursuant to Sections 7.02 or 7.03. In the event either Party terminates this Master Agreement pursuant to Section 7.02 or 7.03 above, the following provisions shall apply:

- a) Prior to the date of termination, the terminating Party must pay any remaining financial obligations related to the active Work Order which were incurred or accrued prior to the date of the termination; and
- b) The provisions of this Section 7.04 shall expressly survive the termination of this

Master Agreement.

7.05 Notice of termination. No Notice of Termination shall be effective unless given in accordance with the provisions of Article 10.18 below.

7.06 Effect of termination. Any Work Order in effect at the time this Master Agreement terminates is likewise terminated. Any amounts due and owing pursuant to such Work Order, less any agreed offsets, shall be paid within thirty (30) days.

Article 8 Performance

8.01 Priority and order of work. Garland shall have the right to determine the time, order, and priority in which its obligations under this Master Agreement shall be performed under each Work Order, as well as any other matters relative to the timely and orderly conduct of Garland's work.

8.02 Clean up. For repairs and maintenance performed within the corporate limits of Terrell, Garland agrees to clean up all debris, trash, and refuse generated by its work at the end of each work day, and shall otherwise leave its work area clean and free of debris.

Article 9 Dispute Resolution

9.01 In the event of a dispute between the parties regarding the terms, performance, or any other aspect of this agreement, the parties shall attempt to resolve the dispute as set forth in this Section.

9.02 Opportunity to cure. If a Party asserts that the other Party has breached any provision of this Master Agreement or any active Work Order, the non-breaching Party shall provide the other Party written notification of the alleged breach, describing the facts and circumstances the non-breaching Party claims constitutes the breach. The other Party shall have one hundred and twenty (120) days to cure any such breach.

9.03 Informal mediation. The Cities agree that, in the event of a dispute, the appropriate technical directors and other City officials, including, but not limited to, a representative from each City's City Attorney's office and one of the three persons appointed by each City to the Governance Board, shall conduct a meeting, via telephone or in person, and shall conduct a substantive discussion of each and every dispute in a good faith effort to resolve the dispute.

9.04 Formal mediation. In the event the Parties are unable to resolve the dispute through the informal mediation procedure set forth above, the parties shall submit the dispute to formal mediation to be conducted at a mutually acceptable location in Dallas County, Texas. Formal mediation shall be a prerequisite for filing suit. The mediator shall be selected as follows:

- a) The Parties may jointly agree upon a particular mediator. All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne equally by the parties. The expenses of participants for either side shall be paid by the party requesting the attendance of such participants.
- b) If the Parties are unable to jointly agree upon a mediator, the parties shall request the American Arbitration Association ("AAA") appoint a mediator and conduct the mediation under the AAA's Commercial Mediation Procedures. All expenses of the mediation, including any fees imposed by the AAA as well as any required traveling and other expenses or charges of the mediator, shall be borne equally by the parties. The expenses of participants for either side shall be paid by the party requesting the attendance of such participants.

9.05 Litigation. In the event the parties are unable to resolve any dispute through either informal or formal mediation, the dispute may be pursued through litigation.

9.06 Venue. The exclusive venue for all disputes shall be in any civil District Court of Dallas County, Texas.

9.07 Recovery of litigation costs. The prevailing party shall be entitled to recover its costs, reasonable expenses, expert fees and reasonable attorneys' fees incurred in connection with such dispute, including expenses incurred through the Formal Mediation process described in Section 9.04. For purposes of this section, a claimant or plaintiff is a "prevailing party" if it recovers at least eighty percent (80%) of the monies it seeks as damages, or obtains all injunctive relief it might seek, otherwise, the respondent or defendant shall be the prevailing party. If both Parties are "prevailing parties" or if neither Party is a "prevailing party", then each side shall bear its own costs, reasonable expenses, expert fees and reasonable attorney's fees.

Article 10 Miscellaneous Provisions

10.01 All modifications in writing. This Master Agreement may be modified only by a writing signed by both Cities that expressly calls for its modification and not by implication from any other written document or oral agreement. This shall not prevent other documents from being incorporated by reference.

10.02 Severability. Should any part, term, or provision of this Master Agreement or any Work Order governed by this Master Agreement be held void, illegal, or unenforceable, the validity of the remaining portions or provisions shall not be affected thereby. However, in such event, said part, term, or provision of this Master Agreement and/or any active Work Order issued pursuant thereto shall be modified to the minimum extent necessary to conform to the requirements of such law and be valid and enforceable, and as so modified, shall continue in full force and effect. The failure of either Party to insist upon the performance of any of the terms, covenants, or conditions of the Master Agreement and/or Work Order, or to exercise any right granted to such

Party therein, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

10.03 Entirety of agreement. This Master Agreement is solely for the benefit of the Parties to said Master Agreement, and represents the entire and integrated Master Agreement between the Parties, subject to any active Work Orders issued pursuant to this Master Agreement, and any exhibits hereto; and supersedes all prior negotiations, representations, and agreements, whether oral or written, and does not create a third party benefit or obligation to anyone not a party hereto.

10.04 Assignment. Neither Party shall assign, sublet, subcontract, or transfer any interest in this Master Agreement or any Work Orders governed by this Master Agreement without prior written consent of the other Party, which consent may be withheld at that Party's sole discretion. No assignment, delegation of duties or subcontract under this Master Agreement or any associated Work Order(s) will be effective and enforceable without the written consent of both Parties.

10.05 No creation of debt. To the extent, if any, that this Master Agreement or any active Work Order imposes an obligation on either City to make a payment or other expenditure of any sort, such payment or expenditure shall be payable solely from current revenues that are immediately available for such purposes, and no debt is or is intended to be created by reason of said Master Agreement or Work Order. All obligations of a City under this Master Agreement and any active Work Order are payable solely from that City's operations budget in parity with all other operating expenses of that City and no ad valorem tax revenue or other revenues of that City shall in any manner be pledged or be deemed to have been pledged to the payment of any amounts under this Master Agreement or any active Work Order nor shall any Party have the right to demand payment of any amounts under same be paid from funds raised or to be raised from ad valorem taxation. The obligations under this Master Agreement and active Work Order shall never be construed to be a debt or pecuniary obligation of either City of such kind as to require the City to levy and collect ad valorem taxes to discharge its obligations and no obligation of either City to make a payment or other expenditure under same shall be payable through funds raised by taxation. Neither City has created and is not required to create any sort of sinking fund to secure the obligations of payment or other expenditure under this Master Agreement and active Work Order. To the extent not otherwise covered in this Master Agreement and active Work Order, each City retains its governmental and sovereign immunities and its limitations of liability. The Parties agree that each City is entering into this Master Agreement and any Work Order governed by same in its governmental capacity and the subject and nature of these agreements are governmental rather than proprietary. In any event, the procedures and limitations of Chapter 271, Texas Local Government Code apply.

10.06 Validity of conflicting terms. Any provision of this Master Agreement or any active Work Order is void and unenforceable if it: (1) limits or releases either Party from liability that would exist by law in the absence of the provision; (2) creates liability for either Party that would

not exist by law in the absence of the provision; or (3) waives or limits either Party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

10.07 Notices. Except as otherwise provided herein above, any notice required or desired to be given from one Party to the other Party to this Master Agreement or any active Work Order 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 recipient Party's City Secretary at the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to the City Secretary of the recipient Party at the address hereinafter specified; or (iii) delivered to such Party's City Secretary 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.

10.08 Waiver. Either City shall have the right to waive any requirement contained in this Master Agreement (or any active Work Order) 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. No waiver of any breach or violation of any term of this Master Agreement or any active Work Order 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.

10.09 Paragraph Headings; Construction. The paragraph headings contained in this Master Agreement and any active Work Order 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 same, and this Master Agreement and any active Work Order shall not be construed either more or less strongly against or for either Party.

10.10 Binding Effect. Except as limited herein, the terms and provisions of this Master Agreement and any active Work Order 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.

10.11 Counterparts. This Master Agreement and any Work Order governed thereby 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.

10.12 Exhibits. All exhibits to this Master Agreement and any active Work Order are incorporated herein by reference for all purposes wherever reference is made to the same.

10.13 Computation of Deadlines. If any deadline contained herein ends on a Saturday,

Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

10.14 Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Master Agreement or any Work Orders governed thereby 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, joint venture, or employment, it being expressly understood and agreed that no provision contained in said documents 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 Master Agreement and any Work Order governed thereby. Neither Party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except in accordance with the express terms of this Master Agreement and associated Work Orders or as otherwise authorized in writing by the other. There are no third-party beneficiaries to this Master Agreement or any associated Work Orders and no third-party beneficiaries are intended by implication or otherwise.

10.15 Force Majeure. Notwithstanding anything in this Master Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados) labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay.

10.16 No Waiver of Immunity or Defense. No Party, by execution of this Master Agreement, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law. By entering into this Master Agreement and /or any Work Order(s) governed by this Master Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

10.17 AS-IS. THE WARRANTIES CONTAINED IN THIS MASTER AGREEMENT AND ANY ASSOCIATED WORK ORDERS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE GOODS AND SERVICES BEING PROVIDED UNDER THIS MASTER AGREEMENT AND ANY ASSOCIATED WORK ORDERS ARE BEING OFFERED AND SOLD AS IS.

TERRELL AGREES THAT GARLAND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT OR REVENUE ARISING FROM THE PROVISION OF GOODS OR SERVICES UNDER THIS MASTER AGREEMENT AND ANY ASSOCIATED WORK ORDERS EVEN IF GARLAND HAS BEEN ADVISED OF SUCH POSSIBILITY. IN NO EVENT SHALL DAMAGES TO TERRELL, WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, BY TORT, STRICT LIABILITY OR OTHERWISE EXCEED THE AMOUNT PAID BY TERRELL UNDER THIS MASTER AGREEMENT AND ANY WORK ORDER IN EFFECT AT THE TIME SUCH DAMAGES AROSE. IF THE EVENT OR OCCURRENCE SPANS MULTIPLE WORK ORDERS, GARLAND'S DAMAGES SHALL BE LIMITED TO THE AMOUNT PAID BY TERRELL FOR THE EARLIEST INDIVIDUAL WORK ORDER, ALL OTHER WORK ORDERS BEING DISREGARDED FOR DAMAGE CALCULATION PURPOSES.

TERRELL WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, TERRELL VOLUNTARILY CONSENTS TO THIS WAIVER.

10.18 Addresses. The following addresses shall be used for purposes of satisfying the notice provisions of Articles 7, 9 or 10:

- a) City Secretary
City of Garland, Texas
200 North Fifth Street
Garland, Texas 75040
- b) City Secretary
City of Terrell, Texas
201 East Nash Street
Terrell, Texas 75160

10.19 Warranty. Garland makes no warranties regarding its work and expressly disclaims any and all such warranties. To the extent this Master Agreement discusses warranty work, it is referring only to the warranty agreement between the manufacturer and Terrell covering the Subscriber Radios and associated equipment. The Parties agree that any disputes regarding the quality of any manufacturer repairs, the existence or extent of any manufacturer's warranty, and any terms of said warranty are solely between Terrell and the manufacturer.

10.21 Time is of the Essence. The Parties agree that time is of the essence in the performance of this Master Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED this ____ day of _____, 2025.

CITY OF GARLAND, TEXAS

By: _____
Judson Rex
City Manager

Approved as to form:

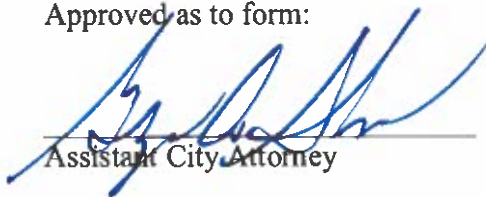
Scott Levine
First Assistant City Attorney

EXECUTED this 27th day of March, 2025.

CITY OF TERRELL, TEXAS

By:  _____
Mike Sims
City Manager

Approved as to form:



Assistant City Attorney

**WORK ORDER SUBJECT TO THE TERMS AND CONDITIONS
OF MASTER INTERLOCAL RADIO SERVICES AGREEMENT**

This Work Order Subject to the Terms and Conditions of the Master Interlocal Radio System Service Agreement (the "Work Order") is entered into between the City of Garland, Texas ("Garland") and the City of Terrell, Texas, ("Terrell") (individually, Garland and Terrell are also referred to as a "Party," collectively, referred to herein as the "Cities" or "Parties").

WHEREAS, Garland and Terrell entered into a Master Interlocal Radio Service Agreement ("Master Agreement") on or about March 25, 2025; and

WHEREAS, the Cities desire to identify the scope of the work and cost thereof for the 2024-2025 fiscal year;

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Work Order, the Cities agree as follows:

2025.001 Incorporation by reference. This Work Order is subject to the terms and conditions of the Master Agreement, the terms of which are incorporated herein by reference.

2025.002 Duration. This Work Order shall be in effect from midnight, March 25th, 2025, through 11:59 p.m., September 30, 2025.

2025.003 Services provided. During the pendency of this Work Order, Garland agrees to provide the services described in Articles 2 and 3 of the Master Agreement.

2025.004 Fees. Terrell shall pay Garland for these services as follows:

- (a) **Subscriber fees.** Terrell shall pay Garland Five and Twenty-Five Cents (\$5.25) per month for each mobile, portable, and control station subscriber. Additional Subscribers may be added at any time by paying this fee in full.

Subscriber Technical Support	\$6,489.00
------------------------------	------------

- (b) **Covered Services.** Terrell agrees to pay Garland the lump sum of Ten Thousand, Five Hundred Dollars (\$10,500.00) for the remaining Covered Services, said payment to be made on or before April 15, 2024. The Parties agree that, pursuant to the Master Agreement, the term "Covered Services" applies only to the labor necessary to troubleshoot and repair the Covered Equipment, and specifically excludes equipment, parts, and Consumables necessary for repairs and maintenance. These items, as well as any shipping and handling fees Garland incurs in sending any Covered Equipment or Subscriber Radios to the manufacturer for repairs (and any manufacturer fees, including shipping and handling fees, for any out-of-warranty repair work) shall be invoiced to Terrell on a periodic basis.

On-Site Infrastructure Technical Support	\$ 7,350.00
On-Site Infrastructure Preventive Maint.	<u>\$ 3,150.00</u>
Total	\$10,500.00

(c) **Special Project rate.** Pursuant to Section 4.03(c) of the Master Agreement, for any Special Project approved by Terrell during the pendency of this Work Order, Garland shall charge Terrell the rate of Eighty-five Dollars (\$85.00) per hour, with one hour minimum, for work performed on that Special Project, plus any applicable expenses for shipping and handling fees, equipment, parts, and Consumables necessary for repairs and maintenance. Garland shall invoice Terrell for these fees and expenses on a periodic basis.

EXECUTED this ____ day of _____, 2025.

CITY OF GARLAND, TEXAS

Judson Rex
City Manager

Approved as to form:

Scott Levine
First Assistant City Attorney

EXECUTED this 27th day of March, 2025.

CITY OF TERRELL, TEXAS

Mike Sims
City Manager

Approved as to form:

Assistant City Attorney



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

5.

Meeting Date: 05/05/2025
Title: Interlocal Agreement with City of Richardson for Campbell and Jupiter Intersection
Submitted By: Michael Polocek, Engineering Director
Strategic Focus Area: Well-Maintained City Infrastructure
Safe Community

Issue/Summary

Council is requested to consider authorizing the City Manager to enter into an Interlocal Agreement (ILA) with the City of Richardson for the design, construction, maintenance, and operation of Campbell Road and Jupiter Road Intersection improvements.

Background

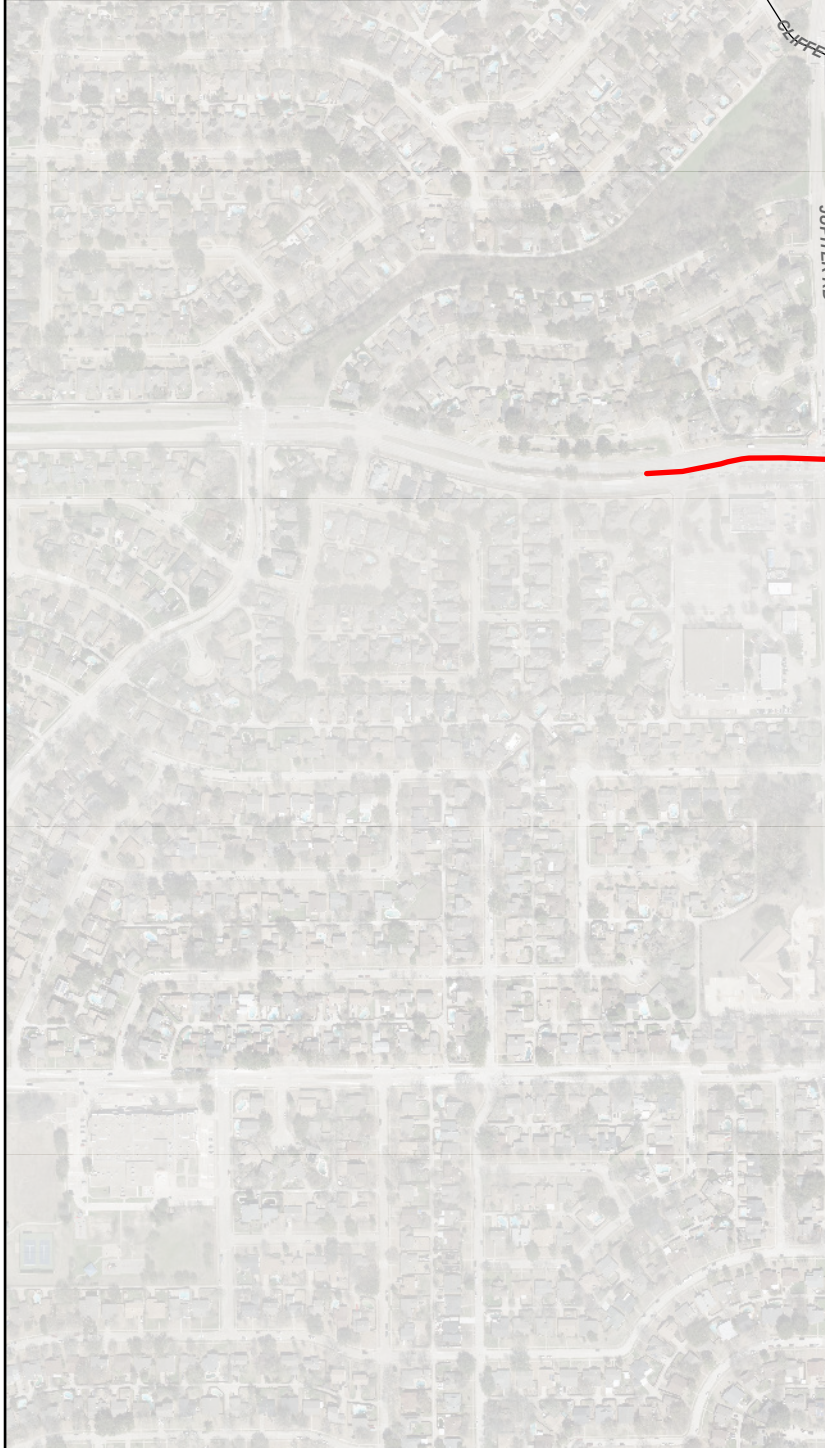
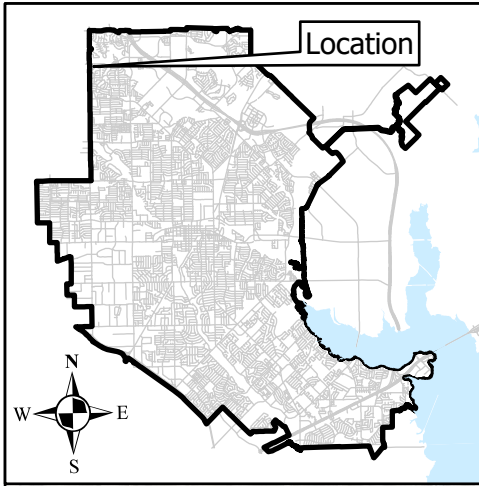
1. A public roadway intersection commonly referred to as Campbell Road at Jupiter Road ("Project Area") is located within the incorporated limits of both the City of Garland ("Garland") and the City of Richardson ("Richardson").
2. Garland and Richardson desire to set forth an agreement regarding the funding, right-of-way acquisition, utility relocations, engineering, and construction associated with contemplated intersection improvements within the Project Area, which include construction of intersection improvements, as well as maintenance and operation of the improvements ("Agreement").
3. The proposed improvements include adding paving to some outside lanes of Jupiter Rd. and Campbell Rd., as well as adjusting the center medians at the intersection, to allow the creation of additional turning lanes. The improvements will allow better traffic movement through the intersection and help alleviate traffic congestion during peak travel times.
4. The design, right-of-way and easement acquisition, procurement, award of the construction contract for the Project, and the construction contract shall be executed and managed by Richardson.
5. The parties acknowledge that one-hundred percent (100%) of the project costs are to be paid by Richardson.
6. The Interlocal Cooperation Agreement has been reviewed by the City Attorney's Office.

Consideration / Recommendation

Council action is required to authorize the City Manager to execute the ILA with the City of Richardson for the design, construction, maintenance, and operation of Campbell Road and Jupiter Road intersection improvements. Unless otherwise directed by City Council, this item will be scheduled for formal consideration at the May 20, 2025 Regular Meeting.

Attachments

Location Map
Interlocal Agreement



Campbell Rd and Jupiter Intersection - Richardson/Garland
 Parcels
 City Limit

RICHARDSON CAMPBELL ROAD AND JUPITER ROAD INTERSECTION IMPROVEMENT

Scale: NTS
 Date: 04/09/2025
 Drawn: OS
 File: Campbell Rd and Jupiter Intersection



STATE OF TEXAS

COUNTY OF DALLAS

§
§
§
§

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY
OF RICHARDSON AND THE CITY OF GARLAND: CAMPBELL RD.
AND JUPITER RD. INTERSECTION IMPROVEMENT PROJECT

This **Interlocal Cooperation Agreement** ("Agreement") is made by and between the **City of Richardson**, a Texas home-ruled municipality ("Richardson") and the **City of Garland**, a Texas home-ruled municipality ("Garland") (collectively Richardson and Garland are hereafter referred to as "the Parties" or individually as "the Party"), acting by and through their authorized officers.

RECITALS:

WHEREAS, a public roadway intersection commonly referred to by the Parties as Campbell Rd. at Jupiter Rd. is located within the incorporated limits of the Parties ("the Project Area"); and

WHEREAS, the Parties desire to set forth an agreement regarding the funding, right-of-way acquisition, utility relocations, engineering, and construction associated with the intersection improvements within the Project Area, which include construction of intersection and operational improvements consisting of intersection and traffic signal improvements and new dedicated right-turn lanes on eastbound Campbell Road and southbound Jupiter Road, as described and depicted in the project layout attached hereto and incorporated herein as **Exhibit "A"** ("the Project"); and

WHEREAS, the Parties desire to set forth their agreement regarding their respective responsibilities relating to the Project including; and

WHEREAS, the Texas Interlocal Cooperation Act (Chapter 791, Texas Govt. Code, as amended) authorizes Texas municipalities and other local governments to contract with one another to perform governmental functions and services, including all or part of a function or service in public health and welfare, streets, roads, drainage, engineering, and other governmental functions in which such local governments are mutually interested; and

WHEREAS, the functions and services of the Parties set forth in this Agreement are governmental functions and services which each Party is authorized to perform and provide, and the terms, conditions, and provisions of this Agreement are in support of and further the public health, safety, welfare, and convenience of the citizens of each of the Parties and are in the public interest;

NOW, THEREFORE, for and in consideration of the above and foregoing recitals, the mutual benefits and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Term. The term of this Agreement shall begin on the Effective Date and continue until the date the Parties have fully satisfied their respective obligations hereunder (the "Expiration Date").

Section 2. Project Construction. The Parties understand, acknowledge, and agree that construction and acceptance of the Project requires certain steps for completion, including, but not limited to, design, bidding, construction, and payment, and the same shall be in accordance with the following:

- A. The Parties understand, acknowledge, and agree that Richardson will contract with a professional engineering firm which employs professional engineers registered in the State of Texas ("Engineer") to perform and provide the design and engineering work and other services relating to the Project, including the creation of the plans and specifications for the construction and/or installation of the Project ("the Project Plans") and that Engineer will

present Project Plans to the Parties for review and approval. Should there be a conflict between Richardson and Garland design standards, Engineer shall apply the design standards for Richardson, except for those water and sewer utility facilities to be placed within Garland in which case the design standards for Garland shall be applied.

- B. Richardson shall be responsible for obtaining and funding right-of-way and easement acquisitions for the Project. Notwithstanding the foregoing, Garland shall cooperate with obtaining right-of-way and easements acquisitions and execute all documents related thereto.
- C. The Parties acknowledge that once the Project Plans are complete, Richardson will competitively procure and award a contract for the Project to the Contractor selected (the "Contractor"), all in accordance with state law. Richardson represents and warrants that the process for selecting the Contractor to construct the Project shall be in compliance with the requirements for competitive procurement for public works projects. Richardson shall be obligated to pay all amounts due to the Contractor for the Project (the "Project Costs"). Richardson shall be responsible for directly making payments to Contractor pursuant to its contract with Contractor.
- D. The Parties agree that the construction contract to be awarded for the Project and executed by Richardson and the Contractor shall at all times require and provide, among other things, that:
 - (1) The Contractor shall obtain from each of the Parties all permits required by the respective Party to construct the Project and comply with all applicable ordinances, codes, rules and regulations, including pre-qualification of contractors and subcontractors, of the Party in whose incorporated limits the applicable portion of the Project is being performed;
 - (2) For any change order affecting the Project, such change order, to be effective, shall require the signature of both Richardson and Garland. If approval by one Party of some item or matter is required hereunder or is requested by the other Party, the Party to whom the request is made will not unreasonably withhold, delay, or condition its response to such request;
 - (3) All insurance policies held by the Contractor that are endorsed to name Richardson as an additional insured shall also name Garland as an additional insured;
 - (4) Indemnity obligations of the Contractor that are made in favor of Richardson (and its officials, officers, employees, and agents) shall also be made in favor of Garland (and its respective officials, officers, employees, and agents); and
 - (5) The performance bond, payment bond, and two-year maintenance bond provided by the Contractor in accordance with law, shall name Richardson, in addition to Garland, as a beneficiary on such bonds.
- E. Garland hereby agrees that Richardson may make the improvements to the Project Area for the Project within Garland's incorporated limits.
- F. Each Party will be included in all presentations and meetings with contractors, subcontractors, and engineers regarding the Project.

- G. Richardson will provide Garland with a monthly construction status update report on Project. Consistent with Garland Code of Ordinances and Development Code, Garland shall provide inspection of the water and sewer utility construction as required under Garland's applicable code.
- H. Upon the completion of the Project, Garland will be given such plans, drawings, materials, and other documents as are applicable to the portion of the Project located with Garland's incorporated limits.

Section 3. Representatives. Each Party will designate in writing to the other Party a representative to represent the respective Party in connection with and regarding this Agreement. These designations may be changed at any time by the respective Party by providing notice to the other Party.

Section 4. Payment.

- A. **Project Cost Participation.** The parties acknowledge that one hundred percent (100%) of the Project Costs are to be paid by Richardson.
- B. **Process for Paying Project Cost.** Richardson shall be responsible for making Project Cost payments directly to the Contractor pursuant to its contract with Contractor.
- C. **Garland Obligations.** Garland shall not unreasonably withhold or delay approval of acceptance of the work completed by the Contractor within its incorporated limits. If Garland rejects work relating to the Project that lies within its incorporated limits, Richardson agrees it will pursue all rights and remedies at law or in equity on behalf of Garland, pursuant to Richardson's contract with the Contractor. Garland agrees to provide to Richardson copies of any inspection reports or other documents or things on which such rejection is based, without necessity of a formal request for public information and otherwise cooperate in any pending or contemplated dispute resolution.

Section 4. Termination. This Agreement shall terminate upon any one or more of the following events:

- A. By mutual written agreement of the Parties; or
- B. By any Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof to such breaching Party.

Section 6. Miscellaneous.

A. *Payment from Current Revenues.* Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

B. *Notices.* Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; 72 hours after deposit in the United States mail if sent

by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Richardson:

Don Magner
City Manager
P.O. Box 830309
Richardson, Texas 75083
Phone:

With Copy to:

Peter G. Smith
Nichols | Jackson, L.L.P.
500 N. Akard, Suite 1800
Dallas, Texas 75201
Phone:(214) 965-9900

To Garland:

Judson Rex
City Manager
P.O. Box 469002
Garland, Texas 75046
Phone (972) 205-3800

With Copy to:

Brian England
City Attorney
200 North Fifth Street
Fourth Floor Garland, Texas 75046
Phone: (972) 205-2380

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

C. *Governing Law, Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose.

D. *Responsibility.* To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or intentional acts or omissions in the course of performance of this Agreement.

E. *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

F. *Relationship.* It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto

G. *Entire Agreement.* This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement, specifically excepting the Inter-City Agreement – Traffic Signals-Jupiter Road, dated September 29, 1987, which shall remain in full force and effect.

H. *Exhibits; Recitals.* All exhibits, if any, to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

I. *Amendment.* This Agreement may only be amended by the mutual written agreement of the Parties.

J. *Headings; "Includes."* The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

K. *Severability.* The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

L. *Assignment.* No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other Parties.

M. *Force Majeure.* No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

N. *Counterparts; Electronic Signatures.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. The Agreement may be signed via digital/electronic means.

O. *Authorized Signatories.* The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

P. *Effective Date.* This Agreement shall be effective on the date when it has been signed by the authorized representatives of all of the Parties ("the Effective Date").

[Signatures on Following Pages]

City of Richardson Signature Page

SIGNED AND AGREED this _____ day of _____, 2023.

CITY OF RICHARDSON,
a Texas home-ruled municipality

By: _____
Don Magner, City Manager

ATTEST

Aimee Nemer, City Secretary

APPROVED AS TO FORM

Peter G. Smith, City Attorney

City of Garland Signature Page

SIGNED AND AGREED this ____ day of _____, 2024.

CITY OF GARLAND,
a Texas home-ruled municipality

By: _____
Judson Rex, City Manager

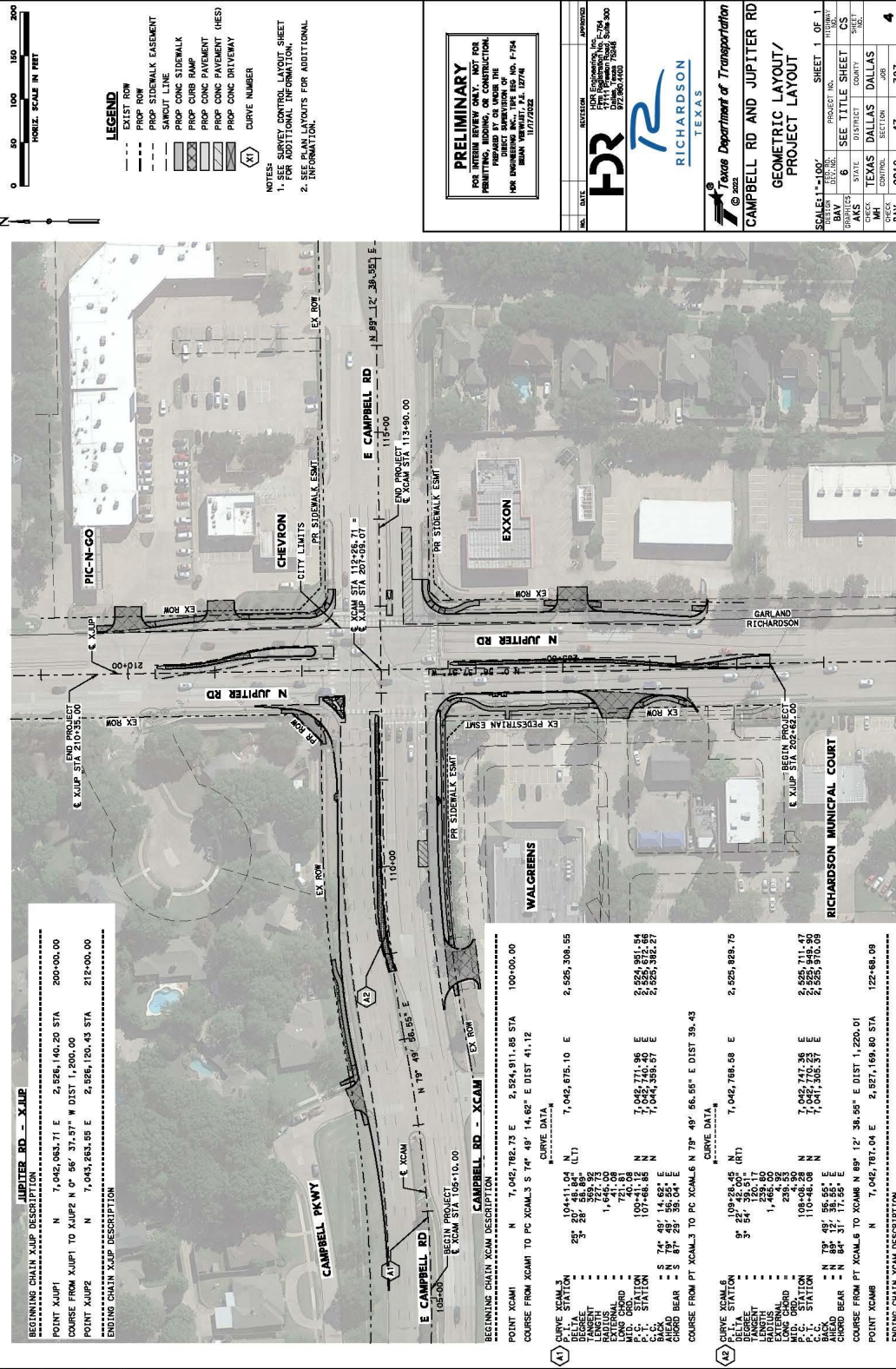
ATTEST

Tracy Allmendinger, Deputy City Secretary

APPROVED AS TO FORM

Brian England, City Attorney

EXHIBIT "A"
PROJECT





GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

6.

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

Issue/Summary

Fire Department:
For FY 24-25, City Council authorized 285 Fire service positions, comprised of existing employees and projected hires.

Classification	Number of Positions Effective 10-01-2024
Firefighter	148
Driver	72
Lieutenant	14
Captain	37
Battalion Chief	10
Assistant Chief	3
Fire Chief	1
Total	285

To better align the staffing needs of the department, Chief Lee is requesting a reduction of one (1) budgeted Firefighter vacancy, which will be utilized to create a leadership role focused on fire prevention. The newly created position, classified as a Captain, will serve in the city's Fire Marshal Office.

Similar to other sworn positions, the Captain role is required to be filled through competitive examination per Civil Service guidelines. A candidate has already been identified and is currently serving in this capacity.

Police Department:

In addition, City Council previously approved the implementation of a bonus compensation program to incentivize hiring of experienced Lateral Police Officers. The incentive is currently payable as a one-time \$5,000 lump sum at the commencement and conclusion of the Police Academy.

Due to improved staffing and recruitment levels, Chief Bryan is requesting to suspend the program indefinitely. The department, in partnership with Budget & Finance, will reallocate or relinquish remaining funds for this purpose, following the payment of any remaining eligible Police Recruits.

Background

Each year, sworn Firefighter and Police Officer positions are adopted via ordinance during the annual budget process.

Consideration / Recommendation

IMPACT

Fire Department:

The following represents annualized funding based on the 2025 starting rate for a Firefighter and Fire Captain.

	Annualized Cost
Fire Recruit	\$77,575
Fire Captain	\$126,306
	*(\$48,731)

*Although the annualized amounts show a deficit, vacancies and attrition are expected to off-set all or a portion of the alignment cost.

RECOMMENDATION

At this time, City Council is asked to consider and approve the revised 24-25 Civil Service Classifications & Compensation Ordinance, reflecting these changes.

An item for formal consideration will be included on the May 6, 2025 Regular Session agenda.



City Council Work Session Agenda

Meeting Date: Monday, May 5, 2025

Item Title: **Fire and Police Staffing Realignment**

Submitted By: Kristen Smith, Managing Director
Jeffrey Bryan, Police Chief
Mark Lee, Fire Chief

BACKGROUND

Each year, sworn Firefighter and Police Officer positions are adopted via ordinance during the annual budget process.

Fire Department

For FY 24-25, City Council authorized 285 Fire service positions, comprised of existing employees and projected hires.

Classification	Number of Positions
	Effective 10-01-2024
Firefighter	148
Driver	72
Lieutenant	14
Captain	37
Battalion Chief	10
Assistant Chief	3
Fire Chief	1
Total	285

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Similar to other sworn positions, the Captain role is required to be filled through competitive examination per Civil Service guidelines. A candidate has already been identified and is currently serving in this capacity.

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IMPACT

Fire Department

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RECOMMENDATION

At this time, City Council is asked to consider and approve the revised 24-25 Civil Service Classifications & Compensation Ordinance, reflecting these changes.

An item for formal consideration will be included on the May 6, 2025 Regular Session agenda.

Attachment A

Proposed 24-25 Civil Service Classifications & Compensation Ordinance Revisions

EXHIBIT "A-1"

CIVIL SERVICE

Budgeted Positions

POLICE**Total: 357**

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

FIRE**Total: *285**

Classification	Number of Positions Effective 10-01-2024
Firefighter	148 147
Fire Driver	72
Fire Lieutenant	14
Fire Captain	37 38
Battalion Chief	10
Assistant Fire Chief	3
Fire Chief	1
Total	285

EXHIBIT "A-3" (Continued)

SPECIAL PAY:

1. BILINGUAL PAY

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

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

~~2. LATERAL ACADEMY PAY~~

- ~~a) Must be assigned to the Lateral Academy of the Garland Police Department as a student.~~
- ~~b) Must be licensed as a Texas Peace Officer or meet the eligibility requirements for TCOLE Reciprocity for Out-of-State Peace Officers, Federal Criminal Investigators, or Military Police.~~

Description	Amount Per Month
1) Be enrolled in and attending the first day of Garland Police Academy Lateral Academy.	one-time remuneration of \$5,000
2) Be enrolled in and attending the last day of the Garland Police Academy Lateral Academy.	one-time remuneration of \$5,000



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

7.

Meeting Date: 05/05/2025
Title: Investment portfolio
Submitted By: Matt Watson, Chief Financial Officer
Strategic Focus Area: Sound Governance and Finances

Issue/Summary

Staff presents the Portfolio Summary report to Council each quarter. This Work Session staff is presenting The Investment Portfolio Report for the quarter ending December 31, 2024, and The Investment Portfolio Report for the quarter ending March 31, 2025.

Background

These reports are a requirement of the Public Funds Investment Act. The management of the City's portfolios is conducted in accordance with the City Council Financial Policy, Statement of Investment Strategy and Investment Policy.

Consideration / Recommendation

The December 31, 2024, and March 31, 2025, Portfolio Summaries are presented to inform the Council of the current status of the City's invested funds. Staff will be available to discuss the report with the Council.

Attachments

March 31, 2025 Investment Report
December 31, 2024, Investment Report



GARLAND

May 5, 2025

To: Members of the City Council,
City Manager,
and City of Garland Residents

The Portfolio Summary report is presented to Council each quarter. We certify that the March 31, 2025 report complies with the requirements of the Public Funds Investment Act. Management of the City's portfolios is maintained in accordance with the City Council Financial Policy, Statement of Investment Policy and Statement of Investment Strategy.

Matt Watson
Finance Director

Kathryn Ritchie
Controller

Don Daugherty
Cash & Debt Manager

City of Garland

Portfolio Summary

The City of Garland Portfolio Summary presents investment portfolio information on eight portfolios. Each portfolio has a purpose with unique investment management characteristics and objectives.

All portfolios and funds on hand are managed in compliance with the requirements of the Public Funds Investment Act. Management of the City's portfolios is conducted in accordance with the City Council Financial Policy, Statement of Investment Policy, and Statement of Investment Strategy.

Treasury Portfolio

The Treasury Portfolio is the primary source of funding City operation and maintenance expenditures. All budgeted revenues as well as bond proceeds are deposited into the Treasury Portfolio. The portfolio is managed so that sufficient liquidity is achieved at all times to support the ongoing operations, maintenance and capital improvements of the City.

General Obligation Interest & Sinking Portfolio

The General Obligation Interest & Sinking Portfolio pays periodic debt service on tax supported debt. Ad Valorem tax collections is the major revenue source. The portfolio is managed to ensure that debt is paid when it becomes due.

Rate Mitigation Portfolio

The Rate Mitigation Portfolio was established in 1997. The assets in the portfolio may be used to either pay Garland Power & Light Electric Utility debt service or to offset rate increases of the Electric Utility. The portfolio is managed according to forecasted funding requirements.

Economic Development Portfolio

The Economic Development Portfolio serves as a funding source for economic development initiatives. The portfolio maintains ample liquidity since a major expenditure can occur within a short amount of time.

CMH Landfill Portfolio

The CMH Landfill Portfolio holds invested funds that will be used to expand the Hinton Landfill when a current refuse cell reaches its capacity. The portfolio is managed so that funding is available when needed.

Water & Sewer Reserve Portfolio

The Water & Sewer Reserve Portfolio is required by Water & Sewer bond covenants. The City is required to set aside a reserve which serves as additional assurance to a bond holder that Water & Sewer debt will be paid when due.

CIP Interim Financing Portfolio

The CIP Interim Financing Portfolio is comprised of funds which will be spent in the General Obligation, the Electric Utility and the Water & Sewer Utility Capital Improvement Programs. The funds are managed to achieve maximum liquidity.

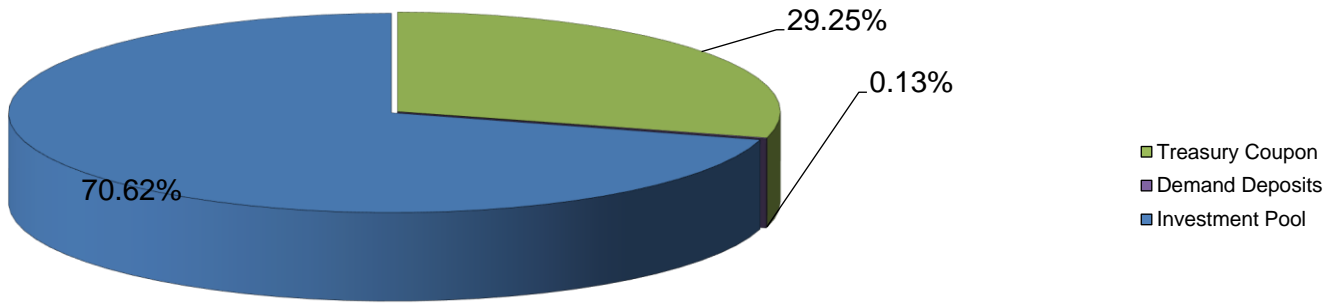
Grants & Other Portfolio

The Grants & Other Portfolio is comprised of funds that have been granted to the City by Federal or State agencies which are yet unspent. Maximum liquidity is required in this portfolio.

Safety - Securities by Type
 City of Garland, Texas
 March 31, 2025

<u>Security Type</u>	<u>Treasury</u>	<u>GO I & S</u>	<u>Rate Mitigation</u>	<u>Economic Development</u>	<u>CMH Landfill</u>	<u>Water & Sewer Reserve</u>	<u>CIP Interim Financing</u>	<u>Grants & Other</u>	<u>Total Book Value</u>	<u>Percent</u>
Treasury Coupon	\$ 149,675,554	\$ -	\$ 134,712,639	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 284,388,193	29.25%
Demand Deposits	1,301,343	-	-	-	-	-	-	-	1,301,343	0.13%
Investment Pool	476,068,327	10,627,381	144,337,062	1,998,083	11,823,599	573,830	8,473,062	32,833,533	686,734,876	70.62%
Total	<u>\$ 627,045,224</u>	<u>\$ 10,627,381</u>	<u>\$ 279,049,701</u>	<u>\$ 1,998,083</u>	<u>\$ 11,823,599</u>	<u>\$ 573,830</u>	<u>\$ 8,473,062</u>	<u>\$ 32,833,533</u>	<u>\$ 972,424,411</u>	<u>100.00%</u>

Safety - Securities by Type



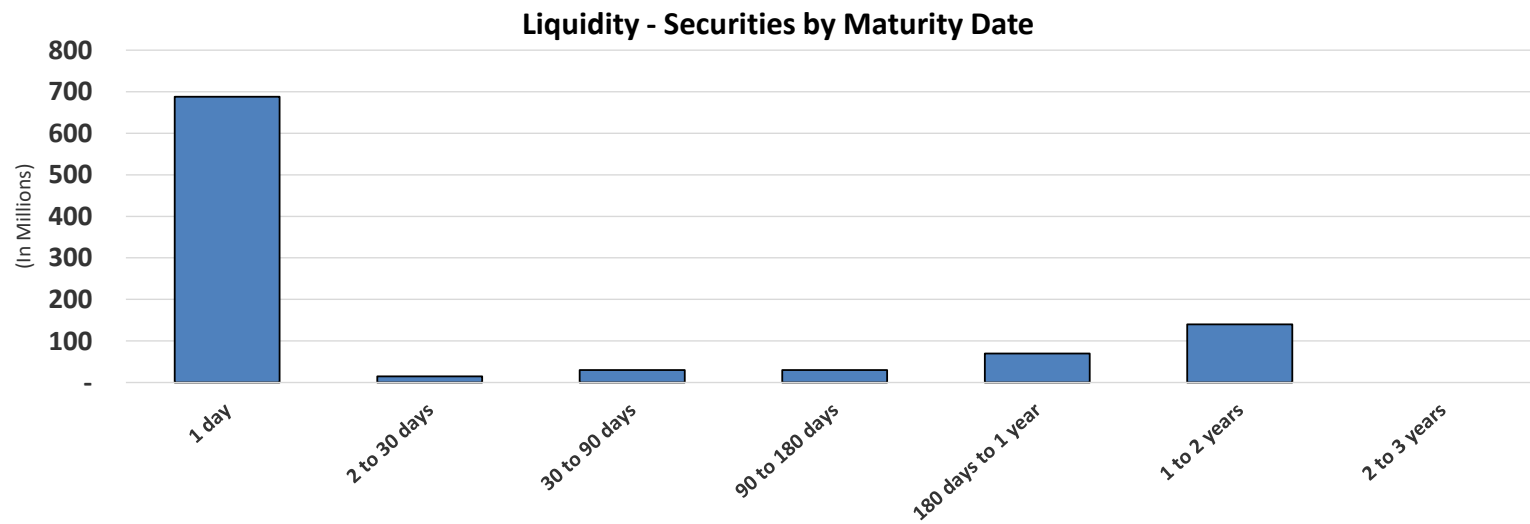
Note:
 Safety and preservation of capital are the foremost objectives of the investment program. Types of securities held in the investment portfolio must be authorized by the Texas Government Code and City Council Policy.

Liquidity - Securities by Maturity Date

City of Garland, Texas

March 31, 2025

	<u>Treasury</u>	<u>GO I & S</u>	<u>Rate Mitigation</u>	<u>Economic Development</u>	<u>CMH Landfill</u>	<u>Water & Sewer Reserve</u>	<u>CIP Interim Financing</u>	<u>Grants & Other</u>	<u>Total Par Value</u>	<u>Percent</u>
1 day - Pools & Demand Deposits	\$ 477,369,669	\$ 10,627,381	\$ 144,337,062	\$ 1,998,083	\$ 11,823,599	\$ 573,830	\$ 8,473,062	\$ 32,833,533	\$ 688,036,218	70.71%
2 to 30 days	10,000,000	-	5,000,000	-	-	-	-	-	15,000,000	1.54%
31 to 90 days	20,000,000	-	10,000,000	-	-	-	-	-	30,000,000	3.08%
91 to 180 days	15,000,000	-	15,000,000	-	-	-	-	-	30,000,000	3.08%
181 days to 1 year	35,000,000	-	35,000,000	-	-	-	-	-	70,000,000	7.19%
1 to 2 years	70,000,000	-	70,000,000	-	-	-	-	-	140,000,000	14.39%
Total	<u>\$ 627,369,669</u>	<u>\$ 10,627,381</u>	<u>\$ 279,337,062</u>	<u>\$ 1,998,083</u>	<u>\$ 11,823,599</u>	<u>\$ 573,830</u>	<u>\$ 8,473,062</u>	<u>\$ 32,833,533</u>	<u>\$ 973,036,218</u>	<u>100.00%</u>
Weighted Average Maturity Days	74	1	163	1	1	1	1	1	95	

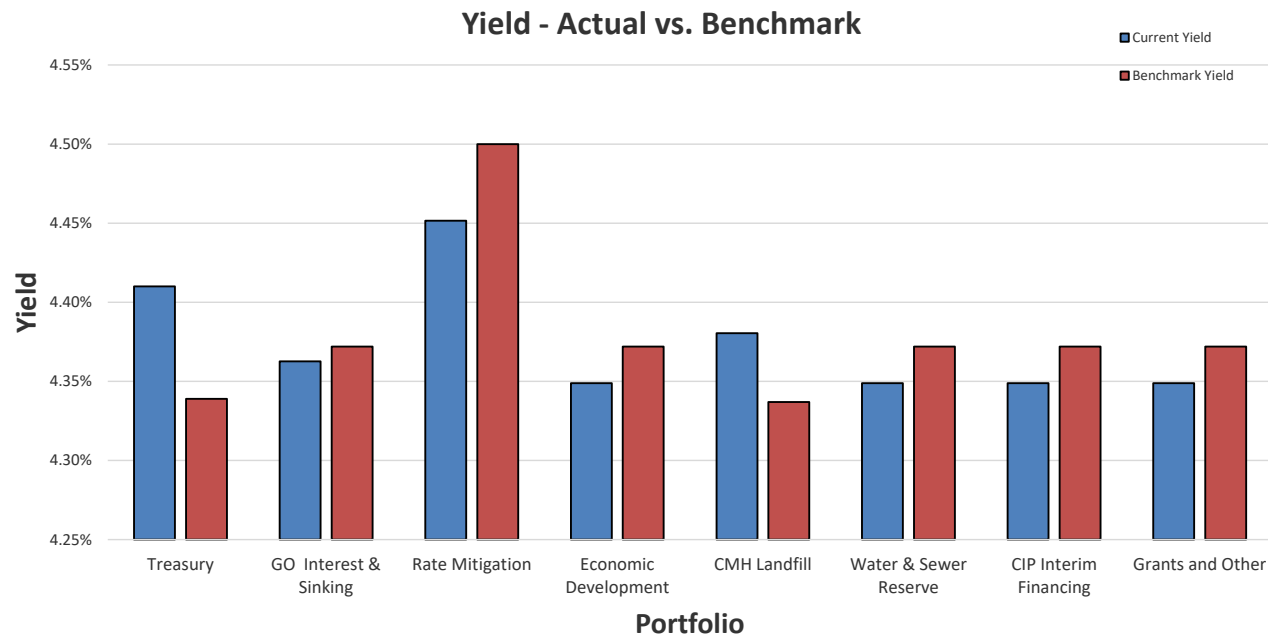


Note:

Liquidity is maintained in the investment portfolio to ensure that all operating expenditures are paid when due. Securities with varying maturities comprise the investment portfolio so that sufficient funds are always available.

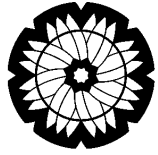
Yield - Interest Income
City of Garland, Texas
March 31, 2025

Portfolio	Interest Income <u>Fiscal YTD</u>	Current Yield	Benchmark Yield	Over (Under) Benchmark	Benchmark Source
Treasury	\$ 14,900,205	4.410%	4.339%	0.071%	Average 6 month CMT
GO Interest & Sinking	797,674	4.363%	4.372%	-0.009%	Average 1 month CMT
Rate Mitigation	6,237,055	4.452%	4.500%	-0.048%	Average 1 year CMT
Economic Development	44,736	4.349%	4.372%	-0.023%	Average 1 month CMT
CMH Landfill	260,276	4.381%	4.337%	0.044%	Average 3 month CMT
Water & Sewer Reserve	12,391	4.349%	4.372%	-0.023%	Average 1 month CMT
CIP Interim Financing	274,849	4.349%	4.372%	-0.023%	Average 1 month CMT
Grants and Other	940,452	4.349%	4.372%	-0.023%	Average 1 month CMT
Total Portfolios	\$ 23,467,637				



Note:

The investment program is designed to attain a market average rate of return taking into account the cash flow characteristics of each portfolio. Investment securities are held to maturity. Consequently, losses are not incurred.



GARLAND

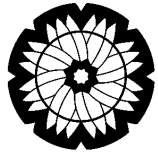
City of Garland Texas Compliance Summary Sorted by Issuer October 1, 2024 - March 31, 2025

City of Garland
-

Issuer			Par Value	Market Value	Book Value	Accrued Interest
Federal Farm Credit Bank	Value beginning	10/01/2024	30,000,000.00	30,018,918.95	29,993,283.37	419,166.67
	Net Change		-30,000,000.00	-30,018,918.95	-29,993,283.37	-419,166.67
	Value ending	03/31/2025	0.00	0.00	0.00	0.00
Federal Home Loan Bank	Value beginning	10/01/2024	10,000,000.00	10,000,111.80	10,004,302.12	109,791.66
	Net Change		-10,000,000.00	-10,000,111.80	-10,004,302.12	-109,791.66
	Value ending	03/31/2025	0.00	0.00	0.00	0.00
Federally Insured Cash Account	Value beginning	10/01/2024	12,771.09	12,771.09	12,771.09	0.00
	Net Change		278.31	278.31	278.31	0.00
	Value ending	03/31/2025	13,049.40	13,049.40	13,049.40	0.00
Insured Cash Shelter Account	Value beginning	10/01/2024	1,260,821.48	1,260,821.48	1,260,821.48	35.09
	Net Change		27,471.76	27,471.76	27,471.76	0.00
	Value ending	03/31/2025	1,288,293.24	1,288,293.24	1,288,293.24	35.09
TEXPOOL Investement Pool	Value beginning	10/01/2024	685,974,351.36	685,974,351.36	685,974,351.36	45.24
	Net Change		-88,677,913.39	-88,677,913.39	-88,677,913.39	-43.77
	Value ending	03/31/2025	597,296,437.97	597,296,437.97	597,296,437.97	1.47
Texpool Prime Investment Pool	Value beginning	10/01/2024	64,796,980.11	64,796,980.11	64,796,980.11	0.00
	Net Change		1,522,681.94	1,522,681.94	1,522,681.94	0.00
	Value ending	03/31/2025	66,319,662.05	66,319,662.05	66,319,662.05	0.00

City of Garland
Texas Compliance Summary
October 1, 2024 - March 31, 2025

Issuer			Par Value	Market Value	Book Value	Accrued Interest
TXSTAR	Value beginning	10/01/2024	22,602,117.68	22,602,117.68	22,602,117.68	0.00
	Net Change		516,657.80	516,657.80	516,657.80	0.00
	Value ending	03/31/2025	23,118,775.48	23,118,775.48	23,118,775.48	0.00
United States Treasury	Value beginning	10/01/2024	160,000,000.00	159,163,562.55	158,197,589.81	1,322,186.90
	Net Change		125,000,000.00	126,178,536.05	126,190,603.53	947,913.98
	Value ending	03/31/2025	285,000,000.00	285,342,098.60	284,388,193.34	2,270,100.88
Total	Value beginning	10/01/2024	974,647,041.72	973,829,635.02	972,842,217.02	1,851,225.56
	Net Change		-1,610,823.58	-451,318.28	-417,805.54	418,911.88
	Value ending	03/31/2025	973,036,218.14	973,378,316.74	972,424,411.48	2,270,137.44



GARLAND

City of Garland Texas Compliance Details Sorted by Issuer March 31, 2025

City of Garland

CUSIP	Investment #	Fund	Investment Type	Investment Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Issuer: Federally Insured Cash Account												
FICA1	1944	100	CD's Rolling	< 1 Y	13,049.40			4.161	100.000	04/30/2021	13,049.40	13,049.40
Subtotal					13,049.40						13,049.40	13,049.40
Issuer: Insured Cash Shelter Account												
ICSA	1991	100	CD's Rolling	< 1 Y	1,288,293.24			4.160	100.000	04/30/2021	1,288,293.24	1,288,293.24
Subtotal					1,288,293.24						1,288,293.24	1,288,293.24
Issuer: TEXPOOL Investement Pool												
TREASURY	1825	100	Investment Pool Accounts	< 1 Y	404,992,916.33			4.349	100.000	10/30/2020	404,992,916.33	404,992,916.33
DEBTSVC	1814	111	Investment Pool Accounts	< 1 Y	9,497,540.38			4.349	100.000	10/30/2020	9,497,540.38	9,497,540.38
RATE	1815	214	Investment Pool Accounts	< 1 Y	129,991,121.47			4.349	100.000	10/30/2020	129,991,121.47	129,991,121.47
LANDFILL	1812	635	Investment Pool Accounts	< 1 Y	8,936,351.83			4.349	100.000	10/30/2020	8,936,351.83	8,936,351.83
HCV	1865	822-01	Investment Pool Accounts	< 1 Y	1,074,618.59			4.349	100.000	10/30/2020	1,074,618.59	1,074,618.59
FSS ESCROW	1866	822-02	Investment Pool Accounts	< 1 Y	274,230.66			4.349	100.000	10/30/2020	274,230.66	274,230.66
SEIZURE OTHR	1905	923	Investment Pool Accounts	< 1 Y	74,559.41			4.349	100.000	10/30/2020	74,559.41	74,559.41
ED FD	2186	694	Investment Pool Accounts	< 1 Y	1,998,083.02			4.349	100.000	10/30/2020	1,998,083.02	1,998,083.02
GO CP	2268	601	Investment Pool Accounts	< 1 Y	27.14			4.349	100.000	10/30/2020	27.14	27.14
ELEC CP	2269	210	Investment Pool Accounts	< 1 Y	2,848,113.69			4.349	100.000	10/30/2020	2,848,113.69	2,848,113.69
WATER CP	2270	220	Investment Pool Accounts	< 1 Y	1,363,005.27			4.349	100.000	10/30/2020	1,363,005.27	1,363,005.27
SEWER CP	2271	230	Investment Pool Accounts	< 1 Y	3,829,322.61			4.349	100.000	10/30/2020	3,829,322.61	3,829,322.61
JAG-2018	2469	871-18	Investment Pool Accounts	< 1 Y	37,326.33			4.349	100.000	10/30/2020	37,326.33	37,326.33
TWDB ESCROW	2475	228-02	Investment Pool Accounts	< 1 Y	179,635.84			4.349	100.000	10/30/2020	179,635.84	179,635.84
TWDB RESERVE	2477	228-03	Investment Pool Accounts	< 1 Y	573,829.68			4.349	100.000	10/30/2020	573,829.68	573,829.68
COVID 19	2502	941	Investment Pool Accounts	< 1 Y	59,866.69			4.349	100.000	10/30/2020	59,866.69	59,866.69
RTR PROJECT	2504	692	Investment Pool Accounts	< 1 Y	252,957.74			4.349	100.000	10/30/2020	252,957.74	252,957.74
JAG-2019	2521	871-19	Investment Pool Accounts	< 1 Y	1.39			4.349			1.39	1.39
JAG-2020	2522	871-20	Investment Pool Accounts	< 1 Y	2.27			4.349			2.27	2.27
ARP	2524	943	Investment Pool Accounts	< 1 Y	31,312,927.63			4.349			31,312,927.63	31,312,927.63
Subtotal					597,296,437.97						597,296,437.97	597,296,437.97

Portfolio CITY

AP

City of Garland
Texas Compliance Details
March 31, 2025

CUSIP	Investment #	Fund	Investment Type	Investment Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Issuer: Texpool Prime Investment Pool												
SYS2417	2417	100	Investment Pool Accounts	< 1 Y	47,956,634.96			4.479	100.000	10/30/2020	47,956,634.96	47,956,634.96
SYS2418	2418	214	Investment Pool Accounts	< 1 Y	14,345,940.19			4.479	100.000	10/30/2020	14,345,940.19	14,345,940.19
SYS2418	2419	635	Investment Pool Accounts	< 1 Y	2,887,246.70			4.479	100.000	10/30/2020	2,887,246.70	2,887,246.70
SYS2418	2420	111	Investment Pool Accounts	< 1 Y	1,129,840.20			4.479	100.000	10/30/2020	1,129,840.20	1,129,840.20
				Subtotal	66,319,662.05						66,319,662.05	66,319,662.05
Issuer: TXSTAR												
TEXSTAR	1822	100	Investment Pool Accounts	< 1 Y	23,118,775.48			4.339	100.000	10/30/2020	23,118,775.48	23,118,775.48
				Subtotal	23,118,775.48						23,118,775.48	23,118,775.48
Issuer: United States Treasury												
91282CEH0	2595	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	04/15/2025		2.625	99.931	03/31/2025	9,993,111.30	9,992,079.30
91282CEH0	2597	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	04/15/2025		2.625	99.931	03/31/2025	4,996,555.65	4,996,039.65
912828XB1	2598	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	05/15/2025		2.125	99.727	03/31/2025	9,972,753.90	9,969,846.49
912828XB1	2611	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	05/15/2025		2.125	99.727	03/31/2025	4,986,376.95	4,984,923.25
91282CEU1	2605	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	06/15/2025		2.875	99.696	03/31/2025	9,969,609.40	9,963,905.29
91282CEU1	2609	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	06/15/2025		2.875	99.696	03/31/2025	4,984,804.70	4,981,952.64
91282CEY3	2619	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	07/15/2025		3.000	99.623	03/31/2025	4,981,152.35	4,973,575.62
91282CEY3	2620	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	07/15/2025		3.000	99.623	03/31/2025	4,981,152.35	4,973,575.62
91282CFE6	2621	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	08/15/2025		3.125	99.571	03/31/2025	4,978,564.45	4,968,200.59
91282CFE6	2622	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	08/15/2025		3.125	99.571	03/31/2025	4,978,564.45	4,968,200.59
91282CFK2	2623	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	09/15/2025		3.500	99.689	03/31/2025	4,984,453.10	4,969,690.34
91282CFK2	2624	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	09/15/2025		3.500	99.689	03/31/2025	4,984,453.10	4,969,690.34
91282CFP1	2617	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	10/15/2025		4.250	100.022	03/31/2025	5,001,132.80	4,984,414.56
91282CFP1	2618	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	10/15/2025		4.250	100.022	03/31/2025	5,001,132.80	4,984,414.56
91282CFW6	2614	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	11/15/2025		4.500	100.199	03/31/2025	5,009,960.95	4,989,782.22
91282CFW6	2616	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	11/15/2025		4.500	100.199	03/31/2025	5,009,960.95	4,989,782.22
91282CGA3	2613	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	12/15/2025		4.000	99.921	03/31/2025	4,996,054.70	4,972,999.16
91282CGA3	2615	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	12/15/2025		4.000	99.921	03/31/2025	4,996,054.70	4,972,999.16
91282CGE5	2625	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	01/15/2026		3.875	99.830	03/31/2025	4,991,523.45	4,955,495.04
91282CGE5	2626	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	01/15/2026		3.875	99.830	03/31/2025	4,991,523.45	4,955,495.04
91282CGL9	2627	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	02/15/2026		4.000	99.882	03/31/2025	4,994,101.55	4,957,347.33
91282CGL9	2628	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	02/15/2026		4.000	99.882	03/31/2025	4,994,101.55	4,957,347.33
91282CGR6	2629	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	03/15/2026		4.625	100.500	03/31/2025	10,050,000.00	10,020,698.30
91282CGR6	2630	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	03/15/2026		4.625	100.500	03/31/2025	10,050,000.00	10,020,698.30

Portfolio CITY
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**City of Garland
Texas Compliance Details
March 31, 2025**

CUSIP	Investment #	Fund	Investment Type	Investment Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Issuer: United States Treasury												
91282CGV7	2631	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	04/15/2026		3.750	99.684	03/31/2025	9,968,437.50	9,937,860.41
91282CGV7	2632	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	04/15/2026		3.750	99.684	03/31/2025	9,968,437.50	9,937,860.41
91282CHB0	2633	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	05/15/2026		3.625	99.542	03/31/2025	9,954,296.90	9,931,202.97
91282CHB0	2634	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	05/15/2026		3.625	99.542	03/31/2025	9,954,296.90	9,931,202.97
91282CHH7	2635	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	06/15/2026		4.125	100.128	03/31/2025	10,012,890.60	9,984,165.07
91282CHH7	2636	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	06/15/2026		4.125	100.128	03/31/2025	10,012,890.60	9,984,165.07
91282CHM6	2637	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	07/15/2026		4.500	100.601	03/31/2025	10,060,156.20	10,027,988.88
91282CHM6	2638	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	07/15/2026		4.500	100.601	03/31/2025	10,060,156.20	10,027,988.88
91282CHU8	2639	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	08/15/2026		4.375	100.492	03/31/2025	10,049,218.80	10,001,083.23
91282CHU8	2640	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	08/15/2026		4.375	100.492	03/31/2025	10,049,218.80	10,001,083.23
91282CHY0	2641	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	09/15/2026		4.625	100.910	03/31/2025	10,091,015.60	10,036,992.80
91282CHY0	2642	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	09/15/2026		4.625	100.910	03/31/2025	10,091,015.60	10,036,992.80
91282CJC6	2643	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	10/15/2026		4.625	100.964	03/31/2025	10,096,484.40	10,038,226.84
91282CJC6	2645	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	10/15/2026		4.625	100.964	03/31/2025	10,096,484.40	10,038,226.84
				Subtotal	285,000,000.00						285,342,098.60	284,388,193.34
				Total	973,036,218.14						973,378,316.74	972,424,411.48



GARLAND

May 5, 2025

To: Members of the City Council,
City Manager,
and City of Garland Residents

The Portfolio Summary report is presented to Council each quarter. We certify that the December 31, 2024 report complies with the requirements of the Public Funds Investment Act. Management of the City's portfolios is maintained in accordance with the City Council Financial Policy, Statement of Investment Policy and Statement of Investment Strategy.

A blue ink signature of Matt Watson, written in a cursive style, positioned above a horizontal line.

Matt Watson
Finance Director

A black ink signature of Kathryn Ritchie, written in a cursive style, positioned above a horizontal line.

Kathryn Ritchie
Controller

A blue ink signature of Don Daugherty, written in a cursive style, positioned above a horizontal line.

Don Daugherty
Cash & Debt Manager

City of Garland

Portfolio Summary

The City of Garland Portfolio Summary presents investment portfolio information on eight portfolios. Each portfolio has a purpose with unique investment management characteristics and objectives.

All portfolios and funds on hand are managed in compliance with the requirements of the Public Funds Investment Act. Management of the City's portfolios is conducted in accordance with the City Council Financial Policy, Statement of Investment Policy, and Statement of Investment Strategy.

Treasury Portfolio

The Treasury Portfolio is the primary source of funding City operation and maintenance expenditures. All budgeted revenues as well as bond proceeds are deposited into the Treasury Portfolio. The portfolio is managed so that sufficient liquidity is achieved at all times to support the ongoing operations, maintenance and capital improvements of the City.

General Obligation Interest & Sinking Portfolio

The General Obligation Interest & Sinking Portfolio pays periodic debt service on tax supported debt. Ad Valorem tax collections is the major revenue source. The portfolio is managed to ensure that debt is paid when it becomes due.

Rate Mitigation Portfolio

The Rate Mitigation Portfolio was established in 1997. The assets in the portfolio may be used to either pay Garland Power & Light Electric Utility debt service or to offset rate increases of the Electric Utility. The portfolio is managed according to forecasted funding requirements.

Economic Development Portfolio

The Economic Development Portfolio serves as a funding source for economic development initiatives. The portfolio maintains ample liquidity since a major expenditure can occur within a short amount of time.

CMH Landfill Portfolio

The CMH Landfill Portfolio holds invested funds that will be used to expand the Hinton Landfill when a current refuse cell reaches its capacity. The portfolio is managed so that funding is available when needed.

Water & Sewer Reserve Portfolio

The Water & Sewer Reserve Portfolio is required by Water & Sewer bond covenants. The City is required to set aside a reserve which serves as additional assurance to a bond holder that Water & Sewer debt will be paid when due.

CIP Interim Financing Portfolio

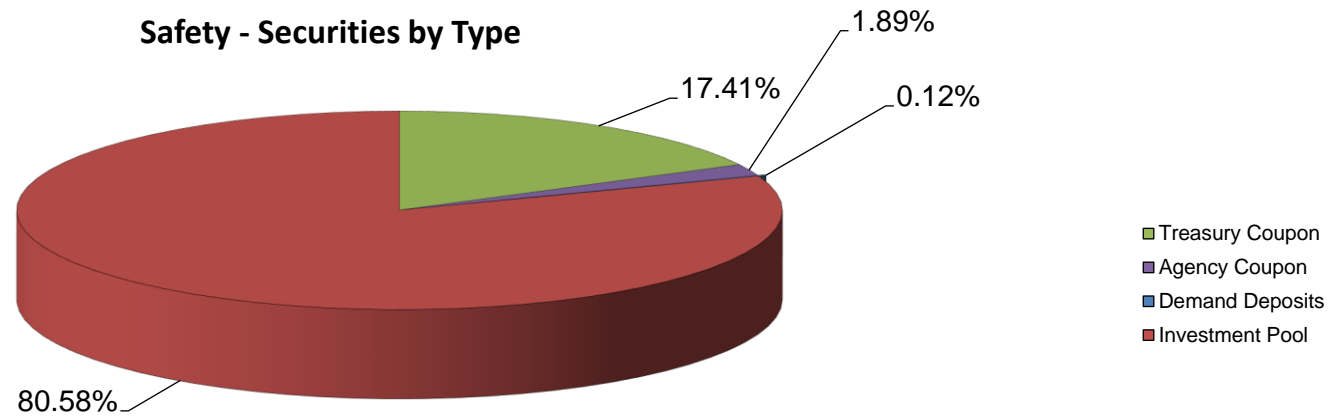
The CIP Interim Financing Portfolio is comprised of funds which will be spent in the General Obligation, the Electric Utility and the Water & Sewer Utility Capital Improvement Programs. The funds are managed to achieve maximum liquidity.

Grants & Other Portfolio

The Grants & Other Portfolio is comprised of funds that have been granted to the City by Federal or State agencies which are yet unspent. Maximum liquidity is required in this portfolio.

Safety - Securities by Type
City of Garland, Texas
December 31, 2024

<u>Security Type</u>	<u>Treasury</u>	<u>GO I & S</u>	<u>Rate Mitigation</u>	<u>Economic Development</u>	<u>CMH Landfill</u>	<u>Water & Sewer Reserve</u>	<u>CIP Interim Financing</u>	<u>Grants & Other</u>	<u>Total Book Value</u>	<u>Percent</u>
Treasury Coupon	\$ 104,293,224	\$ -	\$ 79,479,753	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 183,772,977	17.41%
Agency Coupon	14,997,784	-	5,000,113	-	-	-	-	-	19,997,898	1.89%
Demand Deposits	1,288,069	-	-	-	-	-	-	-	1,288,069	0.12%
Investment Pool	549,836,212	55,642,928	185,617,465	1,976,752	11,444,196	544,562	655,439	44,918,226	850,635,779	80.58%
Total	<u>\$ 670,415,290</u>	<u>\$ 55,642,928</u>	<u>\$ 270,097,331</u>	<u>\$ 1,976,752</u>	<u>\$ 11,444,196</u>	<u>\$ 544,562</u>	<u>\$ 655,439</u>	<u>\$ 44,918,226</u>	<u>\$ 1,055,694,724</u>	<u>100.00%</u>

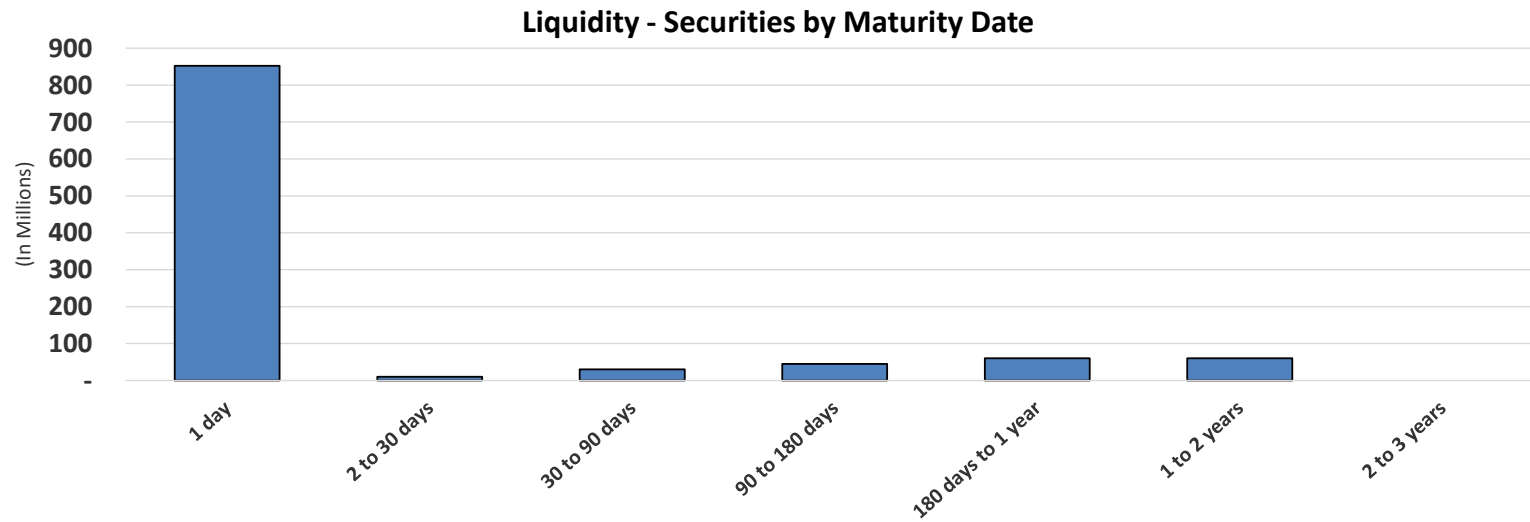


Note:

Safety and preservation of capital are the foremost objectives of the investment program. Types of securities held in the investment portfolio must be authorized by the Texas Government Code and City Council Policy.

Liquidity - Securities by Maturity Date
City of Garland, Texas
December 31, 2024

	<u>Treasury</u>	<u>GO I & S</u>	<u>Rate Mitigation</u>	<u>Economic Development</u>	<u>CMH Landfill</u>	<u>Water & Sewer Reserve</u>	<u>CIP Interim Financing</u>	<u>Grants & Other</u>	<u>Total Par Value</u>	<u>Percent</u>
1 day - Pools & Demand Deposits	\$ 551,124,281	\$ 55,642,928	\$ 185,617,465	\$ 1,976,752	\$ 11,444,196	\$ 544,562	\$ 655,439	\$ 44,918,226	\$ 851,923,848	80.60%
2 to 30 days	5,000,000	-	5,000,000	-	-	-	-	-	10,000,000	0.95%
31 to 90 days	25,000,000	-	5,000,000	-	-	-	-	-	30,000,000	2.84%
91 to 180 days	30,000,000	-	15,000,000	-	-	-	-	-	45,000,000	4.26%
181 days to 1 year	30,000,000	-	30,000,000	-	-	-	-	-	60,000,000	5.68%
1 to 2 years	30,000,000	-	30,000,000	-	-	-	-	-	60,000,000	5.68%
Total	<u>\$ 671,124,281</u>	<u>\$ 55,642,928</u>	<u>\$ 270,617,465</u>	<u>\$ 1,976,752</u>	<u>\$ 11,444,196</u>	<u>\$ 544,562</u>	<u>\$ 655,439</u>	<u>\$ 44,918,226</u>	<u>\$ 1,056,923,848</u>	<u>100.00%</u>
Weighted Average Maturity Days	40	1	87	1	1	1	1	1	48	

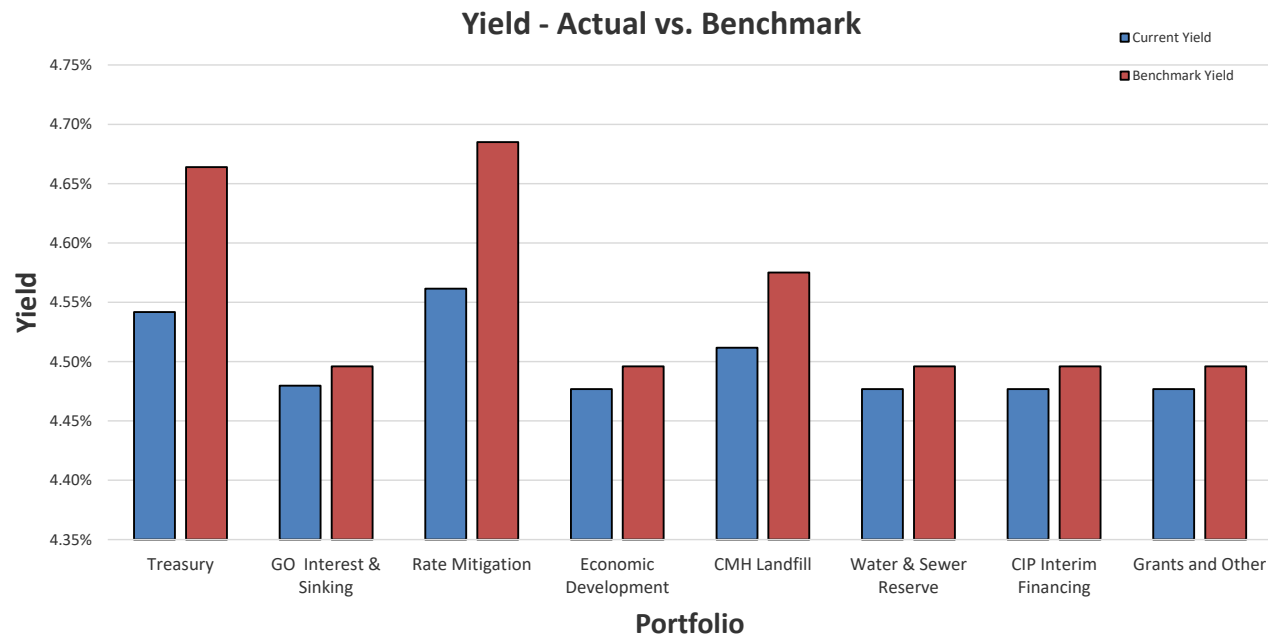


Note:

Liquidity is maintained in the investment portfolio to ensure that all operating expenditures are paid when due. Securities with varying maturities comprise the investment portfolio so that sufficient funds are always available.

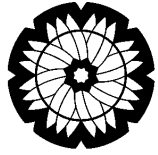
Yield - Interest Income
City of Garland, Texas
December 31, 2024

Portfolio	Interest Income <u>Fiscal YTD</u>	Current Yield	Benchmark Yield	Over (Under) Benchmark	Benchmark Source
Treasury	\$ 7,754,705	4.542%	4.664%	-0.122%	Average 6 month CMT
GO Interest & Sinking	110,790	4.480%	4.496%	-0.016%	Average 1 month CMT
Rate Mitigation	3,209,554	4.561%	4.685%	-0.124%	Average 1 year CMT
Economic Development	23,405	4.477%	4.496%	-0.019%	Average 1 month CMT
CMH Landfill	134,625	4.512%	4.575%	-0.063%	Average 3 month CMT
Water & Sewer Reserve	6,352	4.477%	4.496%	-0.019%	Average 1 month CMT
CIP Interim Financing	121,219	4.477%	4.496%	-0.019%	Average 1 month CMT
Grants and Other	540,008	4.477%	4.496%	-0.019%	Average 1 month CMT
Total Portfolios	\$ 11,900,659				



Note:

The investment program is designed to attain a market average rate of return taking into account the cash flow characteristics of each portfolio. Investment securities are held to maturity. Consequently, losses are not incurred.



GARLAND

City of Garland
Texas Compliance Summary
Sorted by Issuer
October 1, 2024 - December 31, 2024

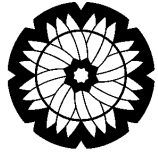
City of Garland
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Issuer			Par Value	Market Value	Book Value	Accrued Interest
Federal Farm Credit Bank	Value beginning	10/01/2024	30,000,000.00	30,018,918.95	29,993,283.37	419,166.67
	Net Change		-20,000,000.00	-20,005,630.75	-19,995,612.12	-265,000.00
	Value ending	12/31/2024	10,000,000.00	10,013,288.20	9,997,671.25	154,166.67
Federal Home Loan Bank	Value beginning	10/01/2024	10,000,000.00	10,000,111.80	10,004,302.12	109,791.66
	Net Change		0.00	30.80	-4,075.70	116,250.00
	Value ending	12/31/2024	10,000,000.00	10,000,142.60	10,000,226.42	226,041.66
Federally Insured Cash Account	Value beginning	10/01/2024	12,771.09	12,771.09	12,771.09	0.00
	Net Change		145.19	145.19	145.19	0.00
	Value ending	12/31/2024	12,916.28	12,916.28	12,916.28	0.00
Insured Cash Shelter Account	Value beginning	10/01/2024	1,260,821.48	1,260,821.48	1,260,821.48	35.09
	Net Change		14,331.28	14,331.28	14,331.28	0.00
	Value ending	12/31/2024	1,275,152.76	1,275,152.76	1,275,152.76	35.09
TEXPOOL Investement Pool	Value beginning	10/01/2024	685,974,351.36	685,974,351.36	685,974,351.36	0.76
	Net Change		76,199,043.75	76,199,043.75	76,199,043.75	0.38
	Value ending	12/31/2024	762,173,395.11	762,173,395.11	762,173,395.11	1.14
Texpool Prime Investment Pool	Value beginning	10/01/2024	64,796,980.11	64,796,980.11	64,796,980.11	0.00
	Net Change		793,568.16	793,568.16	793,568.16	0.00
	Value ending	12/31/2024	65,590,548.27	65,590,548.27	65,590,548.27	0.00

City of Garland
Texas Compliance Summary
October 1, 2024 - December 31, 2024

Page 2

Issuer			Par Value	Market Value	Book Value	Accrued Interest
TXSTAR	Value beginning	10/01/2024	22,602,117.68	22,602,117.68	22,602,117.68	0.00
	Net Change		269,718.28	269,718.28	269,718.28	0.00
	Value ending	12/31/2024	22,871,835.96	22,871,835.96	22,871,835.96	0.00
United States Treasury	Value beginning	10/01/2024	160,000,000.00	159,163,562.55	158,197,589.81	1,322,186.90
	Net Change		25,000,000.00	25,176,457.00	25,575,387.65	-4,042.82
	Value ending	12/31/2024	185,000,000.00	184,340,019.55	183,772,977.46	1,318,144.08
Total	Value beginning	10/01/2024	974,647,041.72	973,829,635.02	972,842,217.02	1,851,181.08
	Net Change		82,276,806.66	82,447,663.71	82,852,506.49	-152,792.44
	Value ending	12/31/2024	1,056,923,848.38	1,056,277,298.73	1,055,694,723.51	1,698,388.64



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City of Garland Texas Compliance Details Sorted by Issuer December 31, 2024

City of Garland

CUSIP	Investment #	Fund	Investment Type	Investment Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Issuer: Federal Farm Credit Bank												
3133EPCW3	2566	100	Federal Agency Coupon Securities	> 1 Y	10,000,000.00	03/10/2025		5.000	100.132	12/31/2024	10,013,288.20	9,997,671.25
				Subtotal	10,000,000.00						10,013,288.20	9,997,671.25
Issuer: Federal Home Loan Bank												
3130AUX58	2567	100	Federal Agency Coupon Securities	> 1 Y	5,000,000.00	01/06/2025		4.650	100.001	12/31/2024	5,000,071.30	5,000,113.21
3130AUX58	2568	214	Federal Agency Coupon Securities	> 1 Y	5,000,000.00	01/06/2025		4.650	100.001	12/31/2024	5,000,071.30	5,000,113.21
				Subtotal	10,000,000.00						10,000,142.60	10,000,226.42
Issuer: Federally Insured Cash Account												
FICA1	1944	100	CD's Rolling	< 1 Y	12,916.28			4.363	100.000	04/30/2021	12,916.28	12,916.28
				Subtotal	12,916.28						12,916.28	12,916.28
Issuer: Insured Cash Shelter Account												
ICSA	1991	100	CD's Rolling	< 1 Y	1,275,152.76			4.210	100.000	04/30/2021	1,275,152.76	1,275,152.76
				Subtotal	1,275,152.76						1,275,152.76	1,275,152.76
Issuer: TEXPOOL Investement Pool												
TREASURY	1825	100	Investment Pool Accounts	< 1 Y	479,534,973.00			4.477	100.000	10/30/2020	479,534,973.00	479,534,973.00
DEBTSVC	1814	111	Investment Pool Accounts	< 1 Y	54,525,509.28			4.477	100.000	10/30/2020	54,525,509.28	54,525,509.28
RATE	1815	214	Investment Pool Accounts	< 1 Y	171,429,242.74			4.477	100.000	10/30/2020	171,429,242.74	171,429,242.74
LANDFILL	1812	635	Investment Pool Accounts	< 1 Y	8,588,691.52			4.477	100.000	10/30/2020	8,588,691.52	8,588,691.52
HCV	1865	822-01	Investment Pool Accounts	< 1 Y	950,057.36			4.477	100.000	10/30/2020	950,057.36	950,057.36
FSS ESCROW	1866	822-02	Investment Pool Accounts	< 1 Y	245,723.41			4.477	100.000	10/30/2020	245,723.41	245,723.41
SEIZURE OTHR	1905	923	Investment Pool Accounts	< 1 Y	73,763.44			4.477	100.000	10/30/2020	73,763.44	73,763.44
ED FD	2186	694	Investment Pool Accounts	< 1 Y	1,976,751.58			4.477	100.000	10/30/2020	1,976,751.58	1,976,751.58
GO CP	2268	601	Investment Pool Accounts	< 1 Y	27.14			4.477	100.000	10/30/2020	27.14	27.14
ELEC CP	2269	210	Investment Pool Accounts	< 1 Y	47,270.60			4.477	100.000	10/30/2020	47,270.60	47,270.60
WATER CP	2270	220	Investment Pool Accounts	< 1 Y	79,371.68			4.477	100.000	10/30/2020	79,371.68	79,371.68
SEWER CP	2271	230	Investment Pool Accounts	< 1 Y	100,794.52			4.477	100.000	10/30/2020	100,794.52	100,794.52
JAG-2018	2469	871-18	Investment Pool Accounts	< 1 Y	0.01			4.477	100.000	10/30/2020	0.01	0.01
TWDB ESCROW	2475	228-02	Investment Pool Accounts	< 1 Y	177,718.02			4.477	100.000	10/30/2020	177,718.02	177,718.02

Portfolio CITY

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City of Garland
Texas Compliance Details
December 31, 2024

CUSIP	Investment #	Fund	Investment Type	Investment Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Issuer: TEXPOOL Investement Pool												
TWDB RESERVE	2477	228-03	Investment Pool Accounts	< 1 Y	544,561.92			4.477	100.000	10/30/2020	544,561.92	544,561.92
COVID 19	2502	941	Investment Pool Accounts	< 1 Y	59,227.55			4.477	100.000	10/30/2020	59,227.55	59,227.55
RTR PROJECT	2504	692	Investment Pool Accounts	< 1 Y	250,257.14			4.477	100.000	10/30/2020	250,257.14	250,257.14
JAG-2019	2521	871-19	Investment Pool Accounts	< 1 Y	1.39			4.477			1.39	1.39
JAG-2020	2522	871-20	Investment Pool Accounts	< 1 Y	2.27			4.477			2.27	2.27
ARP	2524	943	Investment Pool Accounts	< 1 Y	43,589,450.54			4.477			43,589,450.54	43,589,450.54
				Subtotal	762,173,395.11						762,173,395.11	762,173,395.11
Issuer: Texpool Prime Investment Pool												
SYS2417	2417	100	Investment Pool Accounts	< 1 Y	47,429,403.02			4.617	100.000	10/30/2020	47,429,403.02	47,429,403.02
SYS2418	2418	214	Investment Pool Accounts	< 1 Y	14,188,221.95			4.617	100.000	10/30/2020	14,188,221.95	14,188,221.95
SYS2418	2419	635	Investment Pool Accounts	< 1 Y	2,855,504.48			4.617	100.000	10/30/2020	2,855,504.48	2,855,504.48
SYS2418	2420	111	Investment Pool Accounts	< 1 Y	1,117,418.82			4.617	100.000	10/30/2020	1,117,418.82	1,117,418.82
				Subtotal	65,590,548.27						65,590,548.27	65,590,548.27
Issuer: TXSTAR												
TEXSTAR	1822	100	Investment Pool Accounts	< 1 Y	22,871,835.96			4.564	100.000	10/30/2020	22,871,835.96	22,871,835.96
				Subtotal	22,871,835.96						22,871,835.96	22,871,835.96
Issuer: United States Treasury												
91282CDZ1	2593	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	02/15/2025		1.500	99.649	12/31/2024	4,982,487.00	4,980,588.02
91282CDZ1	2594	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	02/15/2025		1.500	99.649	12/31/2024	9,964,974.00	9,961,176.05
91282ZFO	2587	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	03/31/2025		0.500	99.105	12/31/2024	4,955,273.45	4,947,922.95
91282CEH0	2595	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	04/15/2025		2.625	99.533	12/31/2024	9,953,359.40	9,941,160.51
91282CEH0	2597	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	04/15/2025		2.625	99.533	12/31/2024	4,976,679.70	4,970,580.25
91282XB1	2598	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	05/15/2025		2.125	99.216	12/31/2024	9,921,640.60	9,908,168.86
91282XB1	2611	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	05/15/2025		2.125	99.216	12/31/2024	4,960,820.30	4,954,084.43
91282CEU1	2605	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	06/15/2025		2.875	99.396	12/31/2024	9,939,609.40	9,920,591.63
91282CEU1	2609	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	06/15/2025		2.875	99.396	12/31/2024	4,969,804.70	4,960,295.82
91282CEY3	2619	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	07/15/2025		3.000	99.354	12/31/2024	4,967,734.35	4,950,926.15
91282CEY3	2620	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	07/15/2025		3.000	99.354	12/31/2024	4,967,734.35	4,950,926.15
91282CFE6	2621	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	08/15/2025		3.125	99.306	12/31/2024	4,965,312.50	4,947,156.85
91282CFE6	2622	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	08/15/2025		3.125	99.306	12/31/2024	4,965,312.50	4,947,156.85
91282CFK2	2623	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	09/15/2025		3.500	99.467	12/31/2024	4,973,388.65	4,953,355.79
91282CFK2	2624	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	09/15/2025		3.500	99.467	12/31/2024	4,973,388.65	4,953,355.79

Portfolio CITY
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**City of Garland
Texas Compliance Details
December 31, 2024**

CUSIP	Investment #	Fund	Investment Type	Investment Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Issuer: United States Treasury												
91282CFP1	2617	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	10/15/2025		4.250	100.025	12/31/2024	5,001,250.00	4,977,294.30
91282CFP1	2618	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	10/15/2025		4.250	100.025	12/31/2024	5,001,250.00	4,977,294.30
91282CFW6	2614	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	11/15/2025		4.500	100.185	12/31/2024	5,009,257.80	4,985,748.88
91282CFW6	2616	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	11/15/2025		4.500	100.185	12/31/2024	5,009,257.80	4,985,748.88
91282CGA3	2613	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	12/15/2025		4.000	99.829	12/31/2024	4,991,484.35	4,963,580.26
91282CGA3	2615	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	12/15/2025		4.000	99.829	12/31/2024	4,991,484.35	4,963,580.26
91282CGE5	2625	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	01/15/2026		3.875	99.664	12/31/2024	4,983,242.20	4,941,635.37
91282CGE5	2626	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	01/15/2026		3.875	99.664	12/31/2024	4,983,242.20	4,941,635.37
91282CGL9	2627	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	02/15/2026		4.000	99.734	12/31/2024	4,986,718.75	4,945,351.26
91282CGL9	2628	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	02/15/2026		4.000	99.734	12/31/2024	4,986,718.75	4,945,351.26
91282CGR6	2629	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	03/15/2026		4.625	100.429	12/31/2024	10,042,968.80	10,026,051.31
91282CGR6	2630	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	03/15/2026		4.625	100.429	12/31/2024	10,042,968.80	10,026,051.31
91282CGV7	2631	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	04/15/2026		3.750	99.363	12/31/2024	9,936,328.10	9,923,104.30
91282CGV7	2632	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	04/15/2026		3.750	99.363	12/31/2024	9,936,328.10	9,923,104.30
				Subtotal	185,000,000.00						184,340,019.55	183,772,977.46
				Total	1,056,923,848.38						1,056,277,298.73	1,055,694,723.51



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

8.

Meeting Date: 05/05/2025
Title: Ordinance Amendment of Chapter 22 of the Code of Ordinances
Submitted By: Uriel Villalpando, Sanitation Services Director
Strategic Focus Area: Customer-Focused City Services
Sound Governance and Finances

Issue/Summary

Consider an ordinance amendment of Chapter 22 of the Code of Ordinances.

Background

Currently, Chapter 22 of the Code of Ordinances does not provide Animal Services personnel with the discretion to reduce or waive fees when circumstances warrant such flexibility. This limitation presents challenges in effectively managing shelter operations and ensuring the humane treatment and placement of animals in our care.

Amending Section 22.06, Miscellaneous Fees; Adoption procedure for dogs and cats, of Chapter 22 "Health" of the Code of Ordinances would allow for the discretionary reduction or waiver of fees and provide critical flexibility in two primary scenarios:

1. Shelter Kennel Capacity Constraints:

During periods of high intake or overcrowding, Animal Services personnel are often forced to make difficult decisions regarding animal care, housing, and outcomes. Granting the ability to reduce or waive fees in these situations would promote faster placement and adoption of animals, relieve strain on limited shelter space, and support the department's goal of reducing euthanasia due to capacity limitations.

2. Demonstrated Financial Hardship:

In many cases, pet owners seeking to reclaim their animals or adopt new pets may face legitimate financial barriers. Without the ability to reduce or waive fees, these individuals may be unable to reunite with their pets or provide homes for animals in need. Allowing for fee flexibility in cases of demonstrated hardship ensures that financial constraints do not result in unnecessary animal abandonment or prolonged shelter stays.

By enabling Animal Services to make informed decisions based on current shelter needs and individual circumstances, this amendment would enhance operational efficiency, support the well-being of animals, and better serve the community.

Consideration / Recommendation

Consider an ordinance amendment of Section 22.06 of the Code of Ordinances.

Attachments

Draft Ordinance Amendment Ch. 22

ORDINANCE NO. _____

AN ORDINANCE AMENDING Section 22.06, "MISCELLANEOUS FEES; ADOPTION PROCEDURE FOR DOGS AND CATS," OF CHAPTER 22, "HEALTH," OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Section 22.06, "Miscellaneous Fees; Adoption Procedure For Dogs And Cats," of Chapter 22, "Health," of the Code of Ordinances of the City of Garland, Texas, is hereby amended *in part* to read as follows:

"§ 22.06. Miscellaneous Fees; Adoption Procedure for Dogs and Cats.

. . . .

- (G) The Supervisor or their designee shall have the authority to reduce or waive fees designated in the Master Fee and Rate Schedule, Article VII, Section 10.85 (c)(2)(a), of Chapter 10 in accordance with established Animal Services guidelines."

Section 3

That Chapter 22 of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

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

Section 5

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

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED:



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

9.

Meeting Date: 05/05/2025
Title: Youth Program Standards of Care
Submitted By: Albert Montero, Recreation Director
Strategic Focus Area: Customer-Focused City Services

Issue/Summary

Council is requested to adopt an ordinance after public comments for the Youth Programs Standards of Care to meet the requirements of Texas Human Resources Code 42.041

Background

On May 20, 2025, the City Council will be asked to adopt an ordinance with public comments for the Youth Programs Standards of Care.

Texas Human Resources Code, Section 42.041(b)(14) establishes requirements to exempt recreational programs for children operated by municipalities from state child care licensing. In order to receive exempt status for elementary age (ages 5-13) and teen recreation programs, a municipality must adopt a youth programs standards of care ordinance after a public hearing, then submit a copy of the standards, a notice of the public hearing and a copy of the program and ordinance adopting the standards to the state.

Parks and Recreation Department staff have formulated standards of care for youth programs that include staffing ratios, minimum staff qualifications, minimum facilities, health and safety standards, and a mechanism for monitoring and enforcing the local standards; and further provides for notifying parents that the program is not licensed by the state and that the program may not be advertised as a daycare facility.

No revisions have been made to the Standards of Care adopted by Council in 2024.

Consideration / Recommendation

Staff recommends the City Council adopt an ordinance approving the Youth Programs Standards of Care.

Attachments

Standards of Care



City of Garland

Youth Program Standards of Care

The following Youth Program Standards of Care (“Standards of Care”) allow for exemption from state licensing by the City of Garland, Texas pursuant to Texas Human Resources Code §42.041(b)(14). The Standards of Care are intended to be minimum standards by which the City of Garland Parks and Recreation Department will operate the City's Youth Programs (“Programs”). The Programs operated by the city are recreational in nature and are not day care programs.

GENERAL ADMINISTRATION

1) Organization

- A. The governing body of the Programs is the City Council.
- B. Implementation of the Standards of Care is the responsibility of the Director and Department employees.
- C. These Standards of Care apply to all Programs.
- D. Each Garland recreation center will have available for public review a current copy of the Standards of Care.
- E. Parents will be provided a current copy of the Standards of Care, and a copy will be posted at the center.
- F. Criminal background checks will be conducted on prospective Program employees ages 18 and older. If results of that criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
 - (1) a felony or a misdemeanor classified as an offense against a person or family.
 - (2) a felony or misdemeanor classified as public indecency.
 - (3) a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance.
 - (4) any offense involving moral turpitude; or
 - (5) any offense that would potentially put youth participants or the city at risk.

2) Definitions

As used in these Standards of Care, the following words and phrases shall have the following meanings, unless the context clearly indicates a different meaning:

- A. *City*: City of Garland, a Texas home rule municipality located in Dallas County, Texas.
- B. *City Council*: City Council of the City of Garland.
- C. *Department*: City's Parks and Recreation
- D. *Director*: The Recreation Director of the Department or their designee.
- E. *Employee(s)*: Term used to describe people who have been hired to work for the City and have been assigned responsibility for managing, administering, or implementing some portions of the Programs.
- F. *Parent(s)*: This term will be used to represent one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in Programs.
- G. *Participant*: A youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Program.

H. *Program or Youth Program*: City recreation programs consisting of the Standing Tall and Reaching for Success (STARS) Camp, the Duck Creek Adventure Camp, Fields Summer Camp, Granger Summer Camp, Hollabaugh Summer Camp, Holford Summer Camp and such other recreation programs operated from time to time by the Department where the participants are Youth.

I. *Program Leader or Leader*: A Department part-time employee who has been assigned responsibility to implement the Programs.

J. *Program Manual*: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Programs.

K. *Program Site*: The recreation center where program is located.

L. *Program Supervisor or Supervisor*: The Department's full-time Recreation Specialist who has been assigned administrative responsibility for one or more of the Programs.

M. *Recreation Center*: One of six facilities operated by the City of Garland.

N. *Youth*: A child who is at least five (5) years of age but not older than Thirteen (13) years of age.

O. *Recreation Manager*: The Recreation Manager of the Department or their designee.

3) Inspections/Monitoring/Enforcement

A. The Director or Recreation Manager will make visual inspections of the Program based on the following schedule:

- (1) Program will be inspected twice during the summer 8-week session.
- (2) Programs scheduled during winter break and spring break will be inspected once.
- (3) The inspection schedule of other Programs shall be determined when established and will be based on the duration of the Program.

B. Complaints regarding enforcement of the Standards of Care will be directed to the Supervisor.

The Supervisor will be responsible to take the necessary steps to resolve the problems.

Complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Supervisor. Serious complaints regarding enforcement of the Standards of Care will be addressed by the Director and the complaint and the resolution will be noted.

4) Participation

A. Before a Youth can participate, a Parent must sign registration forms that contain:

- (1) The name, address, phone number of the Youth.
- (2) The name, address, and phone number of the Youth's Parent or Guardian.
- (3) The names and phone numbers of people to whom the Youth can be released.
- (4) A statement/description of the Youth's special problems or needs.
- (5) Emergency medical authorization.
- (6) Proof of residency when appropriate; and
- (7) A liability waiver.
- (8) Disciplinary action forms

5) Suspected Abuse

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where a city employee is involved in an incident with a Youth that could be construed as child abuse, the incident must be reported immediately to the Recreation Manager or the Director. The Recreation Manager or Director will immediately notify the Police Department and any other agency as may be appropriate. Texas state law requires the staff of the Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

STAFFING - RESPONSIBILITIES AND TRAINING

6) Youth Program Supervisor Qualifications

A. Supervisors will be full-time, professional employees of the city assigned to the Department and will be required to have all Program Leaders qualifications as outlined in Section 8 of these Standards of Care.

B. Supervisors must be at least 21 years old

C. Supervisors must have a bachelor's degree from an accredited college or university or equivalent work experience.

Acceptable degrees include:

(1) Recreation Administration or General Recreation.

(2) Physical Education; or

(3) Any other comparable degree plan that would lend itself to working in a public recreation environment.

D. Supervisors must have one years' experience planning and implementing recreational activities or 2 years without a degree.

E. Supervisors are required to undergo a background investigation.

F. Supervisors must have successfully completed a course in first aid, Cardiopulmonary.

Resuscitation (CPR), and AED based on either American Heart Association or American Red Cross standards.

7) Supervisor's Responsibilities:

A. Supervisors are responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.

B. Supervisors are responsible to recommend for hire, supervise, and evaluate Leaders.

C. Supervisors are responsible to plan, implement, and evaluate programs.

8) Youth Program Leader Qualifications:

A. Leaders will be part-time or temporary employees of the city assigned to the Department.

B. Leaders working with Youth must be age 18 or older.

C. Leaders should be able to consistently exhibit competency, good judgment, and self-control when working with Youth.

D. Leaders must relate to Youth with courtesy, respect, tolerance, and patience.

E. Leaders must have successfully completed a course in first aid, CPR, and AED based on either American Heart Association or American Red Cross standards.

F. Leaders must pass a background investigation.

9) Leader Responsibilities:

A. Leaders will be responsible for providing Participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.

B. Leaders will be responsible to know and follow all City, Departmental, and Program standards, policies, and procedures that apply to the Youth Programs.

C. Leaders must ensure that Participants are released only to a Parent or an adult designated in writing by the Parent. A copy of the Department-approved plan to verify the identity of a person authorized to pick up a Participant if that person is not known to the Leader will be on file at the Recreation Center.

D. Leaders are not allowed to post pictures or videos of campers on any personal social media platforms.

10) Training/Orientation:

- A. The Department is responsible for providing training and orientation to Program employees working with children and for specific job responsibilities. Supervisors will provide each Leader with a Program manual specific to Youth Programs.
- B. Program employees must be familiar with the Standards of Care as adopted by the City Council.
- C. Program employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the Program Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child psychology, and organization.
- F. Program employees will be required to sign an acknowledgement that they received the required training.

OPERATIONS

11) Staff-Participant Ratio

- A. The standard ratio of Participants to Leaders in the Programs will be 15 to 1. In the event a Leader is unable to report to work, a replacement will be assigned.
- B. Each Participant shall have a Program employee who is responsible for the Participant and who is aware of the Participant's habits, interests, and any special problems as identified by the Participant's Parent(s) during the registration process.

12) Discipline

- A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.
- B. There must be no cruel or harsh punishment or treatment.
- C. Program employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program employees will initiate discipline reports to the Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a Participant being suspended from the Program.
- F. In instances where there is a danger to Participants or Program staff, offending Participants will be removed from the Program Site as soon as possible.

13) Programming

- A. Program employees will attempt to provide activities for each group according to the Participants' ages, interests, and abilities. The activities must be appropriate to Participants' health, safety, and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.
- B. Program employees will attempt to provide time periods that include:
 - (1) Alternating active and passive activities.
 - (2) Opportunity for individual and group activities.
 - (3) Outdoor time each day as weather permits.
- C. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program.
 - (1) During trips, Program employees supervising Participants must have immediate access to emergency medical forms and emergency contact information for each Participant.
 - (2) Program employees must have a written list of the Participants in the group and must check the roll frequently.
 - (3) Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

14) Communication

- A. Each age group will have communication availability to allow the age group to be contacted by Recreation Center personnel.
- B. The Supervisor will make available the following phone numbers adjacent to a phone accessible to all Program employees at the Recreation Center:
 - (1) Garland ambulance or emergency medical services
 - (2) Garland Police Department
 - (3) Garland Fire Department
 - (4) Recreation Center
 - (5) Numbers at which Parents may be reached
 - (6) The phone number for the Program Site itself

15) Transportation

- A. Before a Participant may be transported to and from the Program Site or other location by means of transportation provided by the city, a transportation form, completed by the Parent, must be filed with the Supervisor.
- B. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport Participants.

FACILITY STANDARDS

16) Safety

- A. Program employees will inspect Program areas daily to detect sanitation and safety concerns that might affect the health and safety of the Participants.
- B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the Participants.
- C. Program equipment and supplies must be safe for the Participants' use.
- D. Program employees must have first aid supplies readily available in a designated location at each Program Site, during transportation to an off-site activity, and for the duration of any off-site activity. Program employees must have an immediately accessible guide to first aid and emergency care.
- E. Air conditioners, electric fans, and heaters at the Program Site must be mounted out of Participants' reach or have safeguards that keep Participants from being injured.

17) Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program employees' priority is to evacuate the Participants to a designated safe area.
- B. The Program Site will have an annual fire inspection and the resulting report will detail any safety concerns observed. The report will be forwarded to the Recreation Manager who will review and establish deadlines and criteria for compliance.
- C. All Program employees will be trained in the proper use of fire extinguishers as well as locations of fire extinguishers throughout the Recreation Center.
- D. Fire drills will be initiated at the Recreation Center based on the following schedule:
 - (1) Summer Camps: A fire drill twice during the summer sessions.
 - (2) Winter and spring break camps: A fire drill once during the winter and spring sessions.
 - (3) Other Programs: The time and frequency will be determined at the time the Program is established and will be based on the duration of the Program.

18) Health

A. Illness or Injury

- (1) A Participant who is considered to be a health or safety concern to other Participants or Program employees will not be admitted to the Program.
- (2) Illnesses and injuries will be handled in a manner to protect the health of all Participants and Program employees.
- (3) Program employees will follow plans to provide emergency care for injured Participants with symptoms of an acute illness as specified in the Program manual.
- (4) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any Participant after a communicable disease.

B. Administration of Medication

Program employees will administer medication to a Participant only if:

- (1) Parent(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to time and dosages.
- (2) Prescription medications are in the original containers labeled with the Participant's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the expiration date.
- (3) Nonprescription medications are labeled with the Participant's name and the date the medication was brought to the Program. Nonprescription medication must be in the original container. Program employees will administer it only according to label direction.
- (4) Medication dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. No injections will be administered by the Program employees.
- (5) Program employees must ensure medications are inaccessible to Participants or if it is necessary to keep medications in the refrigerator (when available), medications will be kept separate from food.

C. Toilet Facilities

- (1) The Program site will have inside toilets located and equipped so children can use them independently and Program staff can supervise as needed.
- (2) There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but they must not exceed 50% of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

- (1) Each Program Site must have adequate light, ventilation, and heat.
- (2) Each Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a sanitary manner.
- (3) Program employees must see that garbage is removed from buildings daily.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

10.

Meeting Date: 05/05/2025

Title: Introduction of a New Director

Issue/Summary

Introduction of a New Director

Council will be introduced to Brian Norris, the new director of Code Compliance, by Andy Hesser, Assistant City Manager.

Background

Council will be introduced to Brian Norris, the new director of Code Compliance, by Andy Hesser, Assistant City Manager.

Consideration / Recommendation

N/A



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

11.

Meeting Date: 05/05/2025

Title: Introduction of a New Director

Submitted By: Crystal Owens, Assistant City Manager

Issue/Summary

Introduction of a New Director

Council will be introduced to Michael Buchler, the new director of the Project Management Office, by Crystal Owens, Assistant City Manager.

Background

Council will be introduced to Michael Buchler, the new director of the Project Management Office, by Crystal Owens, Assistant City Manager.

Consideration / Recommendation

N/A



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

12.

Meeting Date: 05/05/2025
Title: 2025-2026 CDBG, HOME and ESG Federal Grant Allocations
Submitted By: Mona Woodard, Neighborhood Services Administrator
Strategic Focus Area: Safe Community
Vibrant Neighborhoods and
Commercial Centers
Customer-Focused City Services

Issue/Summary

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

Background

The City anticipates receiving 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

The Council was provided information on submitted grant applications for the CDBG, HOME, and ESG grant programs at the April 14, 2025, work session. A public hearing was held on April 15, 2025. Staff are bringing forth updated application information for final discussion. This item will be brought back before the Council as a Consent Agenda Item for final approval and allocation of funding during the July 8, 2025, Regular Council meeting unless otherwise directed by Council.

Consideration / Recommendation

Approximately \$310,575 is earmarked for the CDBG Public Services category, adhering to HUD's mandated maximum limit of 15% of entitlement funding provided. Additionally, around \$1,345,825 in CDBG Project funding is ready for allocation to City Projects, with HUD's regulation capping administrative and planning expenses at 20%. Approximately \$414,100 from the CDBG program 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). Up to 10% of the provided funding may be allocated for program administration, amounting to an estimated \$64,087 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 \$11,205, and Rapid Re-housing/Homeless Prevention, totaling approximately \$61,547.

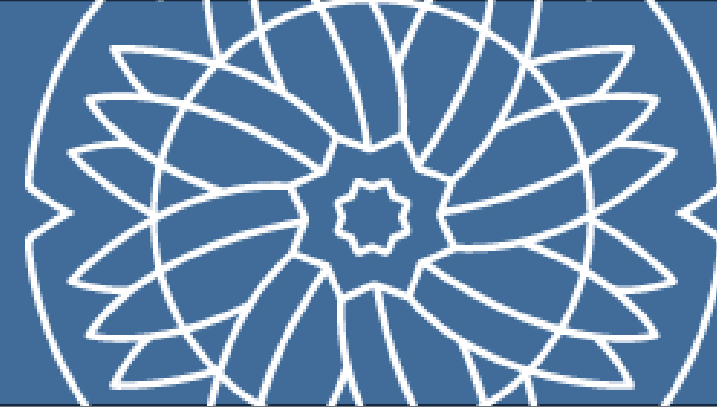
Attachments

Federal Grant Funding Discussion

2025-2026 Federal Grant Funding Discussion

Presented by the Community
Development Department
May 5, 2025





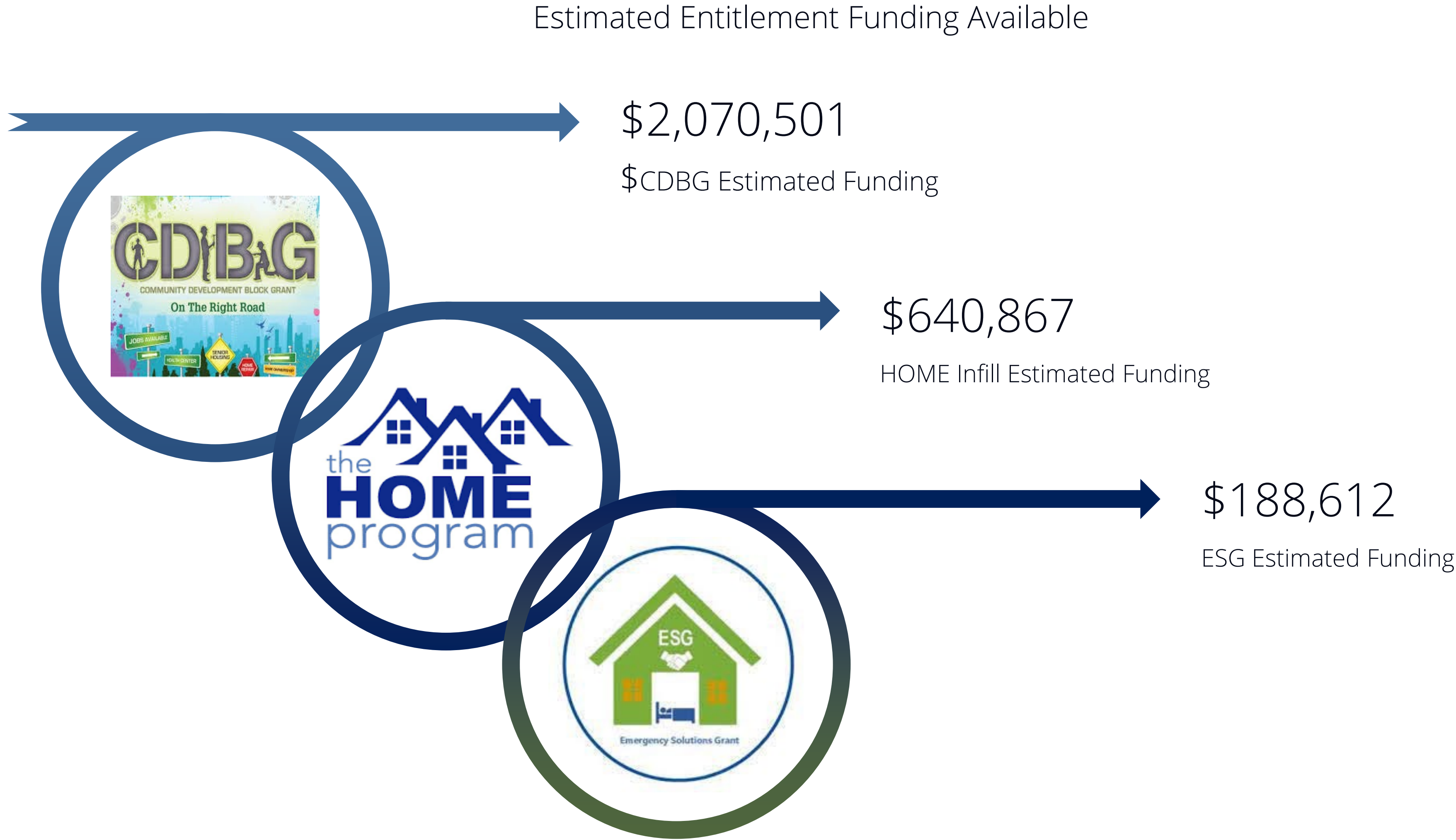
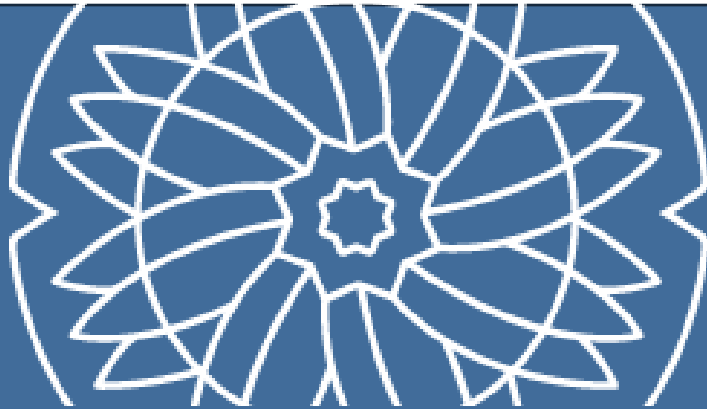
Information

Council is being asked to finalize the allocation of funds for the 2025-2026 fiscal year, including:

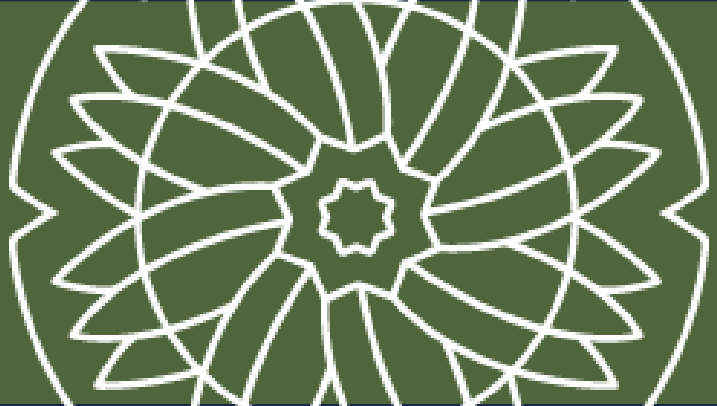
- Community Development Block Grant (CDBG) Funding
- HOME Infill Funding
- Emergency Solutions Grant (ESG) Funding

Workbooks and individual recommendation worksheets were distributed during the April 14, 2025, work session. All responses have since been compiled, averaged and are now being presented for Council's review. Final approval is scheduled for July 8, 2025.

2025-2026 Federal Grant Funding



2025-2026 Federal Grant Funding



CDBG Funding

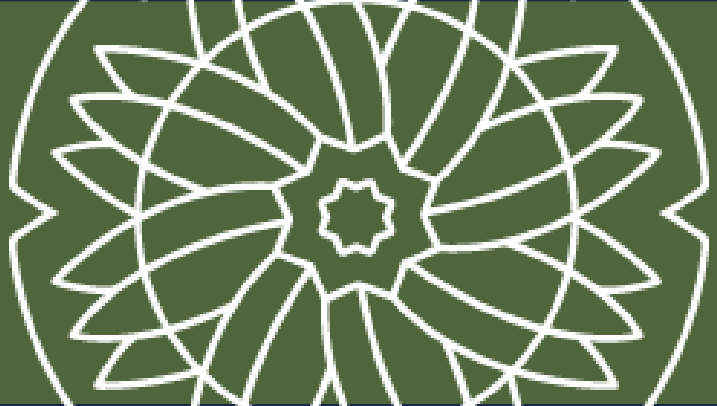
Public Service Projects

Total Available \$310,575



CDBG Applicant	Council Averaged Allocations
Garland Police Boxing Program	\$35,359
S.T.A.R.S. Summer Camp Program	\$42,698
Parks After School Program	\$37,204
Elderly Yard Care Program	\$21,432
Senior Citizens of Greater Dallas Ombudsman Program	\$21,269
Meals on Wheels	\$13,735
Hopes Door/New Beginning Center	\$20,601
Achievement Center Student Tuition	\$19,093
Counseling Institute Family Therapy	\$14,370
Hope Clinic Medical Clinic	\$50,995
Salvation Army Rental Assistance	\$24,536
Restoration Church Summer Camp	\$4,761
Under 1 Roof – New CDBG Applicant	\$2,199
Family Gateway – New Applicant	\$2,323
TOTAL	\$310,575

2025-2026 Federal Grant Funding



CDBG Funding

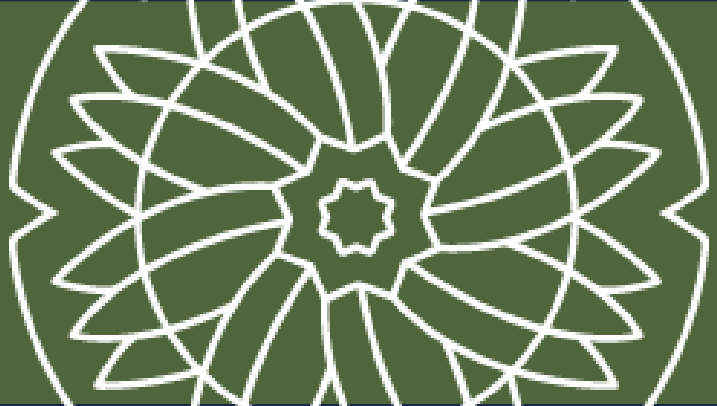
City Projects

Total Available \$1,759,925



City Project	Amount
Code Enforcement	\$250,000
Garland Home Repair Program – Community Development	\$650,000
South Garland Library Outdoor Project	\$445,825
CDBG Administration Funding – Community Development	\$414,100
TOTAL	\$1,759,925

2025-2026 Federal Grant Funding



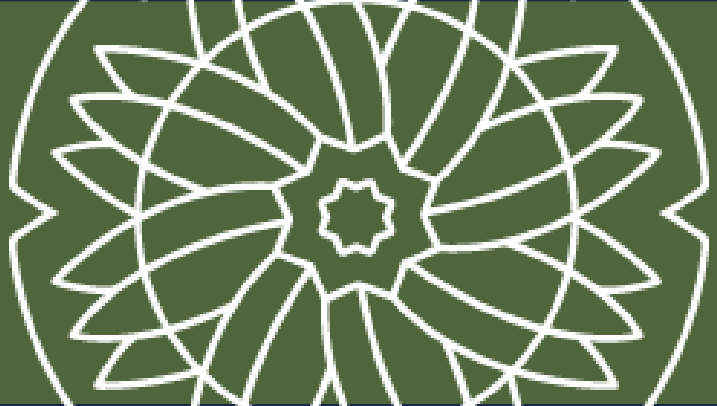
HOME Funding

Total Available \$640,867



City Project	Amount
CHDO Habitat for Humanity Funding 15%	\$96,130
New Home Construction Funding – Community Development	\$480,650
HOME Administration Funding – Community Development	\$64,087
TOTAL	\$640,867

2025-2026 Federal Grant Funding



ESG Funding

Total Available \$186,759

Emergency Solutions Grant



Project	Amount
<u>Shelter Services Projects</u>	
<i>Hopes Door New Beginning</i>	\$73,205
<i>Metro Relief Street Outreach</i>	\$18,000
<i>Transcend CD – Emergency Shelter</i>	\$20,000
<u>Rapid Rehousing Rent Assistance</u>	
<i>Under One Roof</i>	\$20,774
<i>Transcend CD</i>	\$20,773
<i>Hopes Door New Beginning</i>	\$20,000
<u>ESG Administration</u>	\$14,007
TOTAL	\$186,759

Thank You

Questions?





GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

13.

Meeting Date: 05/05/2025

Title: Legislative & Public Affairs Committee Report

Issue/Summary

Councilmember BJ Williams, Chair of the Legislative & Public Affairs Committee, and staff will provide a committee report. Ariel Traub, Managing Director of Legislative & Public Affairs, will discuss the 89th legislative session thus far, bills filed related to transportation that could have potential impacts on the City of Garland, and qualified hotel project and bill draft language.

Background

The briefing will provide City Council with updates concerning Legislative & Public Affairs Committee agenda items recently discussed.

Consideration / Recommendation

Unless otherwise directed by Council, these items will remain open on the pending items list as discussions continue during the 89th Legislative Session.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

14.

Meeting Date: 05/05/2025

Title: Community Services Committee Report

Issue/Summary

This briefing will provide City Council with an overview of the item which was recently discussed by the committee.

Background

Consideration / Recommendation

Attachments

Ch. 22 Draft Ordinance Amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING Section 22.06, "MISCELLANEOUS FEES; ADOPTION PROCEDURE FOR DOGS AND CATS," OF CHAPTER 22, "HEALTH," OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Section 22.06, "Miscellaneous Fees; Adoption Procedure For Dogs And Cats," of Chapter 22, "Health," of the Code of Ordinances of the City of Garland, Texas, is hereby amended *in part* to read as follows:

"§ 22.06. Miscellaneous Fees; Adoption Procedure for Dogs and Cats.

. . . .

- (G) The Supervisor or their designee shall have the authority to reduce or waive fees designated in the Master Fee and Rate Schedule, Article VII, Section 10.85 (c)(2)(a), of Chapter 10 in accordance with established Animal Services guidelines."

Section 3

That Chapter 22 of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

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

Section 5

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

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED:



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

15.

Meeting Date: 05/05/2025

Title: Transportation, Infrastructure & Mobility Committee Report

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

Issue/Summary

Councilmember Chris Ott, Chair of the Transportation, Infrastructure and Mobility Committee, and staff will provide a committee report on the following item: Assessment of Truck-Related Traffic Concerns and Signage in the Shiloh Road and Kraft Heinz Area. The item was submitted by Council Member Dutton and seconded by Deputy Mayor Pro Tem Lucht at the March 31, 2025 Work Session, and was discussed at the Transportation, Infrastructure and Mobility Committee meeting on April 15, 2025.

Background

The briefing will provide City Council with updates concerning Transportation, Infrastructure and Mobility Committee agenda items recently discussed.

Consideration / Recommendation

Unless otherwise directed by Council, these items will be marked as complete on the Transportation, Infrastructure and Mobility Committee Pending Items List.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

16.

Meeting Date: 05/05/2025

Title: Board Appointment

Submitted By: Courtney Vanover, Public Information Coordinator

Issue/Summary

Citywide Appointment

- Art Munoz, Animal Services Advisory Committee

Background

Consideration / Recommendation

Attachments

Art Munoz



Application for City of Garland Boards and Commissions

First Name:	Arturo	Last Name:	Munoz
Address:	1846 Breeds Hill Rd	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75040
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		10+ years	Length of Garland residency (in years)?
		10+ years	
Email address:			
Do you use, or have you ever used, any of the following:			
Instagram			
<input type="checkbox"/> Facebook	<input type="checkbox"/> Twitter	<input type="checkbox"/> Instagram	<input type="checkbox"/> LinkedIn
<input type="checkbox"/> Nextdoor	<input type="checkbox"/> TikTok		
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):			
1 st	Animal Services Committee	2 nd Choice:	
		3 rd Choice:	
Please list any experience that qualifies you to serve in the areas you have indicated.			
I have 21 years of experience in animal welfare.			
If you have previously served on a City Board or Commission, please specify and list dates of service.			
N/A			
List civic or community projects with which you have been involved.			
Garland Noon Exchange Club			
What is your educational background?			
College and Police Academy			
Referred by:	Phillip Urrutia and Uriel Villapando	District:	1



Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

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

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date:



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

17.

Meeting Date: 05/05/2025

Title: Board Appointment

Submitted By: Courtney Vanover, Public Information Coordinator

Issue/Summary

Citywide Appointment

- Ashton Tassin, Animal Services Advisory Committee

Background

Consideration / Recommendation

Attachments

Ashton Tassin



Application for City of Garland Boards and Commissions

First Name:	Ashton	Last Name:	Tassin
Address:	206 Carver St	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75040
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		Not a resident	Length of Garland residency (in years)?
			10+ years

Email address:

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

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

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

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

I currently serve as a Program Manager with Dallas County Health and Human Services at the Garland clinic, where we offer immunization & preventive medical services to our city and county's citizens. I oversee 12 staff, coordinate with Dallas County HHS management on multiple public health programs, and oversee all programs, including our social worker program. I served as Public Health manager with the City of Garland from October 2022 to July 2024, at which point our department transitioned under county leadership. I have served on the legislative subcommittee of Dallas County's Public Health Advisory Committee in years past. I also currently serve on the Parkland Garland COPC Advisory Board. I am an active member of Garland Area Service Providers.

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

I have not served on a city board or commission.

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

I sponsored the Nuestra Vecindad project last year with our public health ambassador Noemi Guerra. She facilitated this community art project and carried out some programs at Garland Animal Shelter (NV pup edition). I have been an active volunteer for over 10 years with North Texas Master Naturalists, which is sponsored by Texas Parks and Wildlife & Texas A&M AgriLife Extension. This involved many community projects and educational outreach programs.

What is your educational background?

I have a Bachelor's of Science in Neuroscience from UTD, Master's of Public Health from UNTHSC, and a Graduate certificate in Environmental Studies from TAMUC.

Referred by:	Uriel Villalpando	District:	2
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Disclosure Form

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.

None.

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.

None.

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: