



GARLAND

Mission

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

Vision

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

CITY OF GARLAND REGULAR MEETING OF THE CITY COUNCIL

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

The Council Chambers at Garland City Hall is wheelchair accessible, and ADA parking is available on the street as well as in the public parking garage. Persons with disabilities who may need auxiliary aids or services must contact the City Secretary's Office at 972-205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. Braille is not available.

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

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

- Proclamation Recognizing National Intern Day

CONSENT AGENDA

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

1. **Approve the minutes of the June 21, 2025 Budget Workshop Meeting**

2. **Approve the minutes of the July 8, 2025 Regular Meeting**

3. **Approve the following bids:**

- a. **GP&L Ben Davis to Brand Road 138kV Transmission Line Upgrade Materials** **Bid No. 1272-25**

Techline, Inc. **\$595,139.59**

This request is to obtain materials for the upgrade of the GP&L Brand Road to Ben Davis 138kV Transmission Line.

- b. **GP&L Lyons to Oates Road 138kV Transmission Line Materials** **Bid No. 1274-25**

Techline, Inc. **\$1,664,397.52**

This request is to obtain materials for the relocation of the GP&L Lyons to Oates Road 138kV Transmission Line.

- c. **GP&L College to Brand and Lyons to Oates 138 kV Transmission Line Materials** **Bid No. 1271-25**

Techline, Inc. **\$321,913.85**

This request is for the purchase of materials needed for the upgrade of the GP&L College to Brand 138kV Transmission Line and the relocation of the GP&L Lyons to Oates 138kV Transmission Line.

- d. **GP&L Oakland Substation Testing and Commissioning** **Bid No. 1257-25**

POWER Testing & Energization **\$682,383.00**

This request is to obtain substation acceptance testing at the GP&L Oakland Substation.

- e. **GP&L and TMPA Transmission Maintenance, Repair, and Construction Services** **Bid No. 0827-25**

Primoris T&D Services, LLC. **\$5,000,000.00**
5 Star Electric **\$5,000,000.00**

This request is to obtain two (2) blanket service contracts, each with four (4) optional renewals, for as needed and emergency maintenance, repair, and construction services on the GP&L and TMPA transmission systems.

- f. GP&L Lyons to Oates Road 138kV Transmission Line Structures** **Bid No. 1286-25**

Techline, Inc. **\$6,322,917.98**

This request is to obtain transmission line structures for the relocation of the GP&L Lyons to Oates Road 138kV Transmission Line.

- g. GP&L Lyons to Oates Road 138kV Transmission Line Conductor** **Bid No. 1287-25**

Techline, Inc. **\$481,120.00**

This request is to obtain transmission line conductor for the relocation of the GP&L Lyons to Oates Road 138kV Transmission Line.

- h. GP&L and TMPA Substation Maintenance, Repair, and Construction Services** **Bid No. 0828-25**

5 Star Electric **\$5,000,000.00**

This request is to obtain a blanket services contract for as needed and emergency maintenance, repair, and construction services for GP&L and TMPA substations. Expenses associated with TMPA will be reimbursed at 100%.

- i. Garland Senior Activity Center - Construction Services** **Bid No. 1371-24**

Hill & Wilkinson Construction **\$12,994,500.00**

This request is for the new Garland Senior Activity Center which will significantly enhance the quality, accessibility, and variety of programs offered.

4. Abandonment of Portion of Utility Easement in the Garland High School No. IV Addition

Approve a resolution authorizing the abandonment of a portion of a Utility Easement in the Garland High School No. IV Addition to the current owner, Garland Independent School District. Council was briefed on this item at the July 21, 2025 Work Session.

5. Amendment to Chapter 50, Article II - Rates and Fees

Garland Power & Light (GP&L) is experiencing an increase in very large load retail transmission customers that have the potential for outsized effects on the operations and finances of the utility. To address these effects, GP&L is proposing modifications and additions to its retail transmission tariffs, and an amendment to Chapter 50, Article II – Rates and Fees. Council was briefed on this item at the July 7, 2025 Work Session.

6. Shiloh Road Project - Acquisition of Property Located at 2328 Huskey Street

Approve a purchase agreement and relocation assistance package negotiated with Daniel Ruiz and Maria Vargas for the acquisition of fee simple interest from real property located at 2328 Huskey Street (Parcel E-42), and authorize the City Manager to execute such documents necessary to complete the transaction. Council was briefed on this item at the May 5, 2025 Work Session.

7. Issuance of General Obligation Pension Bonds

Approve an ordinance pertaining to the issuance, sale, and delivery of up to \$131,500,000 in principal amount of General Obligation pension Bonds, Series 2025. Council approved this agreement between TMRS and the City on June 3, 2025, and the TMRS Board approved this agreement to accept the deposit of proceeds from pension bonds on June 12, 2025.

8. Consider a Resolution Suspending the July 31, 2025, Effective Date of Oncor's Requested Rate Change

Approve an ordinance suspending the requested rate changes made by Oncor Electric. Council was briefed on this item at the July 7, 2025 Work Session.

9. Z 25-03 The Kroger Co. (District 1)

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Specific Use Provision (SUP) for Fuel Pumps, Retail Use, and (2) a Concept Plan for a Fuel Pumps, Retail Use on a 6.183-acre tract of land addressed as 6850 N. Shiloh Road; providing for conditions, restrictions, and regulations; providing a penalty under the Provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

10. Z 25-11 ZoneDev (District 6)

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Planned Development for dwelling, single family attached uses on a property zoned Planned Development (PD) District 17-18 for Community Retail Uses and (2) a Concept Plan for a dwelling, single family attached use on a 12.62 acre tract of land located at 1800 North Jupiter Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

11. Z 25-14 ParchHAUS Firewheel, LP. (District 1)

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Specific Use Provision (SUP) for Fuel Pumps, Retail Use and 2) a Concept Plan for a Fuel Pumps, Retail Use on a 2.1039-acre tract of land addressed as 3241 Castle Drive; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

12. Z 25-22 Carlos Porras (District 2)

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision (SUP) for a Breweries/Wineries/Distilleries use in a 5,000 square feet suite on property addressed as 532 Main Street Suite A; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

13. Approve a request to consider amendments to Chapter 2 Zoning Regulations, Article 2, Division 1 Application for Change of Zoning, Section 2.05 Processing of Zoning Application, Plat, Plan, and Decision, which sets a 30-day maximum period for each postponement of municipal action on a plan or plat.

Consider and take appropriate action on the amendments to Chapter 2 Zoning Regulations, Article 2, Division 1 Application for Change of Zoning, Section 2.05 Processing of Zoning Application, Plat, Plan, and Decision, which sets a 30-day maximum period for each postponement of municipal action on a plan or plat.

ITEMS FOR INDIVIDUAL CONSIDERATION

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- 14. Consider a request by Wikkibear LLC, requesting approval of a Specific Use Provision (SUP) for a Food Processing and Storage use on property zoned Industrial (IN). The site is located at 2740 Oakland Street in District 5.**

Consider and take appropriate action on the application of Wikkibear LLC., requesting approval of a Specific Use Provision (SUP) for a Food Processing and Storage use on property zoned Industrial (IN). The site is located at 2740 Oakland Street. (District 5) (File Z 25-12)

Presenter: Nabila Nur, Planning & Development Director

- 15. Consider a request by Crafton Communications, Inc., requesting approval of 1) a Specific Use Provision (SUP) for an Antenna, Commercial Use 2) a Planned Development amendment to include a deviation related to the required distance from a residential district boundary line and 3) a Concept Plan for an Antenna, Commercial Use, on a property zoned with a base zoning of Community Office (CO) District. The site is located at 4413 Naaman School Road in District 1.**

Consider and take appropriate action on the application of Crafton Communications, Inc., requesting approval of 1) a Specific Use Provision (SUP) for an Antenna, Commercial Use 2) a Planned Development amendment to include a deviation related to the required distance from a residential district boundary line and 3) a Concept Plan for an Antenna, Commercial Use, on a property zoned with a base zoning of Community Office (CO) District. (District 1) (File Z 25-15)

Presenter: Nabila Nur, Planning & Development Director

- 16. Consider a request by Hooda Enterprises, Inc., requesting approval of 1) a Specific Use Provision (SUP) for Fuel Pumps, Retail use on property zoned Community Retail (CR) District and 2) a Concept Plan for the existing Fuel Pumps, Retail use. The site is located at 1401 Belt Line Road in District 7.**

Consider and take appropriate action on the application of Hooda Enterprises, Inc., requesting approval of 1) a Specific Use Provision (SUP) for Fuel Pumps, Retail use on property zoned Community Retail (CR) District and 2) a Concept Plan for the existing Fuel Pumps, Retail use. The site is located at 1401 Belt Line Road. (District 7) (File Z 23-51)

Presenter: Nabila Nur, Planning & Development Director

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.

17. Deputy Mayor Pro Tem Chris Ott

- **Louis Moore - Library Board**

18. Councilmember Ed Moore

- **Aju Mathew - Parks & Recreation Advisory Board**

CITIZEN COMMENTS

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

ADJOURN

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

1. Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.
2. The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.
3. A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.
4. Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.
5. The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.
6. Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have to locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other

incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

7. Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation, and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

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





GARLAND

CITY COUNCIL STAFF REPORT

1

Meeting Date: July 22, 2025

Title: Approve the minutes of the June 21, 2025 Budget Workshop Meeting

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Approve the minutes of the June 21, 2025 Budget Workshop Meeting.

Background

N/A

Consideration / Recommendation

Consider approval of the June 21, 2025 Budget Workshop meeting minutes.

Attachments

A. Special Budget Meeting Minutes-June 21, 2025



GARLAND

MINUTES

The City Council of the City of Garland convened in a special budget session at 8:30 AM on June 21, 2025, in the Work Session Room at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

Present: Mayor Dylan Hedrick
Councilmember Kris Beard
Mayor Pro Tem Ed Moore
Councilmember BJ Williams
Deputy Mayor Pro Tem Margaret Lucht
Councilmember Carissa Dutton
Councilmember Joe Thomas Jr.
Councilmember Christopher Ott

Absent: Councilmember Jeff Bass

Staff Present: Jud Rex, City Manager
Mitch Bates, Deputy City Manager
Andy Hesser, Assistant City Manager
Crystal Owens, Assistant City Manager
Phil Urrutia, Assistant City Manager
Brian England, City Attorney
Matthew Watson, Chief Financial Officer
Allyson Bell Steadman, Budget and Financial Strategy Director
Becky King, Managing Director
Ayako Schuster, Economic Development Director
Jeffrey Bryan, Police Chief
Mark Lee, Fire Chief
Tony Irvin, Streets Director
Michael Buchler, Capital Project Management Director
Tiffany Veno, Chief Communications Officer
Jennifer Stubbs, City Secretary

CITIZEN COMMENTS

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

There was no one who wished to speak under the citizen comments item.

ITEMS FOR INDIVIDUAL CONSIDERATION

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1. Opening Remarks

Presenter: Dylan Hedrick, Mayor, Judson Rex, City Manager

Mr. Rex provided information regarding Garland's challenge and provided an overview of Garland's Pathway to Success (GPS). Mayor Hedrick provided opening comments.

2. Strategic Focus Areas

a. Review and Discuss Results of Council Survey to Prioritize Strategic Focus Areas

Presenter: Judson Rex, City Manager

Mr. Rex provided an overview and takeaways of the findings from the survey and answered questions of the Council.

3. Long-term Financial Outlook and FY2026 Budget Outlook

Presenter: Allyson Bell Steadman, Director of Budget & Research, Matthew Watson, Chief Financial Officer, Judson Rex, City Manager

Mr. Watson and Ms. Bell Steadman provided a presentation over the long-term financial outlook and the upcoming budget outlook. Ms. Bell Steadman stated that City Management is in the process of finalizing the proposed FY 2026 budget, scheduled for presentation to City Council in August. The update provides a preliminary snapshot of general fund revenues and expenditures. They answered questions of the Council. The Council recessed at 9:54 a.m. and resumed the meeting at 10:05 a.m.

4. Pressures on the General Fund & November 2026 Tax Rate Election (Garland +5 operating budget model review)

- a. Public Safety Considerations (Fire/EMS & Police)**
- b. Operational Impact of New Facilities/Services from the 2019 Bond Program**
- c. Employee Health Fund**

Presenter: Judson Rex, City Manager, Mark Lee, Fire Chief, Jeff Bryan, Police Chief, Allyson

**Bell Steadman, Director of Budget & Research, Matthew Watson, Managing Director-
Financial Services**

Ms. Bell Steadman provided a report on the preliminary 2026 tax base estimate projections. Mr. Rex provided an overview of the General Fund breakdown for the FY26 Preliminary Budget. Chief Bryan presented a long-term vision to increase staff capacity and discussed the structural reform to include adding Captains to each shift. Discussion followed. Chief Lee proposed a shift schedule reform. There was a consensus among the Council to form a stakeholder group to study shift schedules, EMS service delivery model, staffing needs, and fiscal strategies.

Mr. Rex noted that the operational impact of the 2019 Bond Program was projected to be approximately \$3.7 million over the next four years to staff the new facilities. He wanted to ensure the city was prepared to account for this in future budget planning. He emphasized his commitment to offering a financially sustainable health benefits package for both active employees and retirees, while also aiming to limit the growth of the City's contributions in alignment with overall revenue growth. Mr. Rex stated that the group health fund has doubled over the past ten years and the goal was to ensure that the City's contributions for employee and retiree coverage align with revenue growth. While some coverage adjustments may occur in the upcoming fiscal year, the broader focus would be on long-term changes that will place the program on a financially sustainable path. He answered questions of the Council.

- 5. Grow Garland 2025 Bond Program Implementation**
 - a. Proposition A: Streets, Corridors & Gateways**
 - b. Proposition B: Economic Development**
 - c. Proposition C: Cultural Arts**
 - d. Proposition D: Parks & Recreation – Harbor Point**

Presenter: Crystal Owens, Assistant City Manager, Tony Irvin, Streets Director, Becky King, Managing Director-Office of Neighborhood Vitality, Andy Hesser, Assistant City Manager, Ayako Schuster, Economic Development Director, Michael Buchler, Capital Project Management Director, Tiffany Veno, Chief Communications Officer

The Council recessed for a lunch break at 11:45 a.m. and reconvened at 12:15 p.m. Following the break, staff delivered presentations on the implementation of the 2025 Bond Program and responded to questions from Councilmembers. Mr. Irvin, Ms. Owens, and Ms. King presented an overview of the \$230 million Proposition A, focusing on Streets, Corridors, and Gateways. Mr. Hesser and Ms. Schuster then provided an update on the \$75 million Proposition B for Economic Development. The Council recessed again at 1:50 p.m. and resumed the meeting at 2:00 p.m. Mr. Buchler and Ms. Veno followed with a presentation on the \$25 million Proposition C, which supports the renovation of the Granville Arts Center. The discussion concluded with Mr. Hesser and Ms. Schuster presenting the implementation plan for Proposition D, a \$30 million initiative.

6. Council Discussion and Direction

Mayor Hedrick and Mr. Rex provided closing comments.

ADJOURN

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Mayor Hedrick adjourned the meeting at 2:41 p.m.

Submitted By:

Dylan Hedrick, Mayor

Jennifer Stubbs, City Secretary



GARLAND

CITY COUNCIL STAFF REPORT

2

Meeting Date: July 22, 2025

Title: Approve the minutes of the July 8, 2025 Regular Meeting

Submitted by:

**Strategic Focus
Area:**

Issue / Summary

Approval of the July 8, 2025 Regular Meeting Minutes.

Background

N/A

Consideration / Recommendation

Consider approval of the July 8, 2025 Regular Meeting minutes.

Attachments

A. July 8, 2025 Regular Meeting Minutes



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 PM on July 8, 2025, in the Council Chambers at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

Present: Mayor Dylan Hedrick
Mayor Pro Tem Margaret Lucht
Deputy Mayor Pro Tem Christopher Ott
Councilmember Jeff Bass
Councilmember Kris Beard
Councilmember Ed Moore
Councilmember Carissa Dutton
Councilmember Joe Thomas Jr.

Absent: Councilmember B.J. Williams

Staff Present: Jud Rex, City Manager
Mitch Bates, Deputy City Manager
Andy Hesser, Assistant City Manager
Crystal Owens, Assistant City Manager
Phil Urrutia, Assistant City Manager
Brian England, City Attorney
Jennifer Stubbs, City Secretary
Emma Cheyuta, Planning Administrator
Courtney Vanover, Public Information Coordinator

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

- Pet of the Month

Albert Maldonado announced the pet of the month; Teddy.

- Proclamation recognizing DAAST

Mayor Hedrick read the proclamation and presented it to Ms. Nguyen, Mr. Tran, and members of DAAST.

- Proclamation recognizing July 18th as Kim Nguyen Day in the City of Garland

Mayor Hedrick read the proclamation and presented it to Councilmember Dutton.

The Nguyen family arrived later in the meeting and Mayor Hedrick presented the proclamation to family and friends in attendance.

CONSENT AGENDA

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

Mayor Hedrick announced that Councilmember Williams was absent. Councilmember Dutton made a motion to approve the consent agenda as presented. Mayor Pro Tem Moore seconded the motion. All voted in favor. The motion carried.

1. Approve the minutes of the June 17, 2025 Regular Meeting

2. Approve the following bids:

a. Change Order for Computer-Aided Dispatch Software Bid No. 6107-16

Hexagon Safety & Infrastructure \$270,000.00

This request is to upgrade the current Computer-Aided Dispatch (CAD) software.

b. Design Contract for the 2025 Alley & Wastewater Improvements Group 1 Project Bid No. 1151-25

Quiddity Engineering, LLC. \$549,490.00

This request is to award a design contract to Quiddity Engineering, LLC in the amount of \$549,490 for the design of the 2025 Alley and Wastewater Improvements Group 1 Project.

c. Term Contract for GP&L and TMPA Substation Breakers Bid No. 1107-25

Mitsubishi Electric Power Products \$7,000,000.00

This request is to obtain a blanket contract for the as needed purchase of circuit breakers for use in GP&L and TMPA substations.

d. GP&L Oakland Substation Relay Settings Engineering Services Bid No. 1231-25

Power Engineers \$473,000.00

This request is to obtain substation design engineering services for the development of new protective relaying at the GP&L Oakland Substation.

3. Final Approval of the 2025-2026 CDBG, HOME and ESG Federal Grants

The Community Development Department is providing the Final Proposed Use of Funding and approval of the Plan of Action for the Community Development Block Grant (CDBG) funding, HOME Infill Partnership Grant (HOME) and the Emergency Solutions Grant (ESG) funding. Council was briefed on this item at the April 14, 2025 and the May 5, 2025 Work Sessions.

4. Agreement with Valley Creek/State Highway 190 Partners, L.P., related to the dedication of right-of-way to the public

Authorize an agreement related to the dedication of right-of-way to the public, including roadway and drainage improvements, in exchange for the waiver of impact fees for property situated at the northeast corner of Firewheel Parkway and State Highway 190. Council was briefed on this item at the July 7, 2025 Work Session.

5. Parking Restrictions on Wall Street

Approve an ordinance to address parking restrictions on Wall Street. Vehicles are parking along Wall Street, making it difficult for workers from Daisy Brand to exit their parking lots. Council was briefed on this item at the June 16, 2025 Work Session.

6. Annual Performance Update on the City of Garland Housing Agency's 2025-2029 Five-Year/Annual Plan Approval

Approve a resolution adopting the Garland Housing Agency's first year of the 2025-2029 five-year/annual plan for submission to HUD. Council was briefed on this item at the June 2, 2025 Work Session.

7. City of Garland Housing Agency's Administrative Plan

Approve a resolution that adopts an Administrative Plan that identifies policies the agency will follow to administer the Housing Choice Voucher Program Funds (better known as Section 8). Council was briefed on this item at the June 2, 2025 Work Session.

8. "Clean-up" Amendments to the Code of Ordinances of the City of Garland, Texas

Approve the attached "clean-up" amendments to the Code of Ordinances of the City of Garland. Council was briefed on this item at the July 7, 2025 Work Session.

9. "Clean-up" Amendments to the Garland Development Code

Approve various "clean-up" amendments to certain provisions of the GDC. Council was briefed on this item at the July 7, 2025 Work Session.

10. Mayor Appointments

Approve and confirm the Mayor's appointments to Council Committees and Outside Boards.

ITEMS FOR INDIVIDUAL CONSIDERATION

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11. Hold public hearings:

a. Public Hearing and Possible Adoption - Garland ADA Transition Plan Update

Council is requested to hold a public hearing regarding the Garland ADA Transition Plan Update and approve a resolution that adopts the update. The City of Garland has performed an update to the ADA Transition Plan. This plan details the progress the city has made in ensuring that the city facilities are accessible to persons with disabilities. Council was briefed on this item at the June 16, 2025 Work Session.

Presenter: Paul Luedtke, Director of Transportation

There was no one present who wished to speak on the public hearing. Councilmember Dutton made a motion to approve the item as presented. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

b. Consider a request by The Kroger Co. requesting approval of 1) a Specific Use Provision (SUP) for Fuel Pumps, Retail Use and 2) a Concept Plan for a Fuel Pumps, Retail Use. The site is located at 6850 N. Shiloh Road in District 1.

Consider and take appropriate action on the application of The Kroger Co., requesting approval of 1) a Specific Use Provision (SUP) for Fuel Pumps, Retail Use and 2) a Concept Plan for a Fuel Pumps, Retail Use. The site is located at 6850 N. Shiloh Road. (District 1) (File Z 25-03)

Presenter: Nabila Nur, Planning & Development Director

Ms. Chetuya provided a presentation on the item. She stated that the Plan Commission recommended approval with a 20 year SUP and staff concurred.

Applicant on the item: Michael Serrato.

Speakers on this item: David McKnight, Ritesh Chuhan, and Diana Hightower.

Mr. Serrato provided a rebuttal and answered questions of the Council.

Councilmember Bass provided comments. Councilmember Bass made a motion to approve the request as recommended by the applicant without the requirement of increasing the height of landscaping, with a 20-year SUP. Mayor Pro Tem Moore seconded the motion. All voted in favor. The motion carried.

Mayor Hedrick recognized the Nguyen family in attendance with the proclamation he presented earlier in the evening.

c. Consider a request by Dynamic Engineering Consultants, P.C. requesting approval of 1) an Amendment to Planned Development (PD) District 85-55 for a Self-Storage Facility (mini-warehouse) and 2) a Concept Plan for a Self-Storage Facility (mini-warehouse). The site is located at 1788 Firewheel Parkway in District 1.

Consider and take appropriate action on the application of Dynamic Engineering Consultants, P.C. requesting approval of 1) an Amendment to Planned Development (PD) District 85-55 for a Self-Storage Facility (mini-warehouse) and 2) a Concept Plan for a Self-Storage Facility (mini-warehouse). The site is located at 1788 Firewheel Parkway. (District 1) (File Z 25-13)

Presenter: Nabila Nur, Planning & Development Director

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

Applicant on the item: Bill Dahlstrom, Greer Gordon, and Joseph Talla.

Speakers on this item: Josh Edge.

Mr. Chetuya provided a rebuttal. Discussion followed.

Councilmember Bass made a motion to deny the request. Mayor Hedrick announced that a Councilmember was in the queue to speak. Discussion followed.

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

- d. **Consider a request by ZoneDev, requesting approval of 1) a Planned Development for Dwelling, Single Family Attached Uses on a property zoned Planned Development (PD) District 17-18 for Community Retail Uses and 2) a Concept Plan for a Dwelling, Single Family Attached Use. The site is located at 1800 North Jupiter Road in District 6.**

Consider and take appropriate action on the application of ZoneDev, requesting approval of 1) a Planned Development for Dwelling, Single Family Attached Uses on a property zoned Planned Development (PD) District 17-18 for Community Retail Uses and 2) a Concept Plan for a Dwelling, Single Family Attached Use. (District 6) (File Z 25-11)

Presenter: Nabila Nur, Planning & Development Director

Ms. Chetuya provided a presentation on the item. She stated that staff recommended approval with the added recommendation that five lots have a minimum lot depth of 80 feet and that the rear entry garages be required and the Plan Commission recommended approval. Ms. Chetuya answered questions of the Council.

Applicant on the item: Maxwell Fisher.

Discussion followed. Councilmember Dutton made a motion to approve the request as presented. Deputy Mayor Pro Tem Lucht seconded the motion. All voted in favor. The motion carried.

Mayor Hedrick announced that the City Council would retire into a short recess. The time was 8:53 p.m. The Council returned to the dais at 9:05 p.m. and Mayor Hedrick reconvened the meeting at 9:05 p.m.

- e. **Consider a request by ParcHAUS Firewheel, LP., requesting an approval of 1) a Specific Use Provision (SUP) for Fuel Pumps, Retail Use on property zoned Planned Development District 21-62 and 2) a Concept Plan for Fuel Pumps, Retail Use. The site is located at 3241 Castle Dr. in District 1.**

Consider and take appropriate action on the application of ParcHAUS Firewheel, LP., requesting approval of 1) a Specific Use Provision (SUP) for Fuel Pumps, Retail Use on property zoned Planned Development District 21-62 and 2) a Concept Plan for Fuel Pumps, Retail Use. (District 1) (File Z 25-14)

Presenter: Nabila Nur, Planning & Development Director

Ms. Chetuya provided a presentation on the item. She stated that Plan Commission recommended denial and staff concurred. Ms. Chetuya answered questions of the Council.

Applicant on the item: Narciso Lira and Judd Walker.

Councilmember Bass made a motion to approve the request. Councilmember Dutton seconded the motion. The vote was: Councilmember Bass, yes; Councilmember Beard, yes; Mayor Pro Tem Moore, yes; Deputy Mayor Pro Tem Lucht, no; Councilmember Dutton, yes; Councilmember Thomas Jr., yes; Councilmember Ott, yes; and Mayor Hedrick, yes. The motion carried.

- f. **Consider a request by Carlos Porras, requesting approval of a Specific Use Provision (SUP) for Breweries/Wineries/Distilleries Use. The site is located at 532 Main Street Suite A in District 2.**

Consider and take appropriate action on the application of Carlos Porras, requesting approval of 1) of a Specific Use Provision (SUP) for Breweries/Wineries/Distilleries Use. The site is located at 532 Main Street Suite A. (District 2) (File Z 25-22)

Presenter: Nabila Nur, Planning & Development Director

Ms. Chetuya provided a presentation on the item. She stated that the Plan Commission recommended a 30 year SUP and that staff concurred with the Plan Commission. Discussion followed.

Applicant on the item: Sean Saunders.

Councilmember Beard made a motion to approve the request as presented. Mayor Pro Tem Moore seconded the motion. Deputy Mayor Pro Tem Lucht made a request to amend the motion to remove the SUP timeline. Councilmember Dutton seconded the motion. Councilmember Beard accepted the amendment to the motion. All voted in favor. The motion carried.

Mayor Hedrick announced that the Council would vote on the original motion as amended with the removal of the SUP timeline. All voted in favor. The motion carried.

12. Consider the Appointment of a Mayor Pro Tem

Council is requested to consider the election of a Mayor Pro Tem.

Presenter: Council Discussion

Mayor Pro Tem Moore made a motion to appoint Deputy Mayor Pro Tem Lucht as Mayor Pro Tem. Councilmember Dutton seconded the motion. All voted in favor. The motion carried.

13. Consider the Appointment of a Deputy Mayor Pro Tem

Council is requested to consider the election of a Deputy Mayor Pro-Tem.

Presenter: Council Discussion

Mayor Pro Tem Moore made a motion to appoint Councilmember Ott as Deputy Mayor Pro Tem. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

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

14. Texas Municipal Power Agency Appointment

Consider by minute action the appointment of a City of Garland representative to the Texas Municipal Power Agency Board of Directors. Council was briefed on this item at the July 7, 2025 Work Session.

Councilmember Moore made a motion to appoint Steven Flores. Mayor Pro Tem Lucht seconded the motion. The vote was: Councilmember Moore, yes; Mayor Pro Tem Lucht, yes; Councilmember Dutton, yes; Councilmember Thomas Jr., no; Councilmember Ott, yes; Mayor Hedrick, no; Councilmember Bass, no; and Councilmember Beard, no. The motion failed.

Councilmember Bass made a motion to appoint Tom Jefferies. Councilmember Thomas Jr. seconded the motion. The vote was: Councilmember Bass, yes; Councilmember Beard, yes; Councilmember Moore, yes; Mayor Pro Tem Lucht, no; Councilmember Dutton, no; Councilmember Thomas Jr., yes; Deputy Mayor Pro Tem Ott, no; and Mayor Hedrick, yes. The motion carried.

15. Garland Youth Council Appointments

Approve the Garland Youth Council appointments for 2025-26. Council was briefed on this item at the July 7, 2025 Work Session.

Councilmember Dutton made a motion to approve the GYC appointments. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

16. Deputy Mayor Pro Tem Margaret Lucht

- Trayc Claybrook - Cultural Arts Commission

Mayor Pro Tem Lucht made a motion to approve Trayc Claybrook to the Cultural Arts Commission. Councilmember Dutton seconded the motion. All voted in favor. The motion carried.

17. Deputy Mayor Pro Tem Margaret Lucht

- Lucian Giambasu - TIF #1 Downtown Board

Mayor Pro Tem Lucht made a motion to approve Lucian Giambasu to the TIF #1 Downtown Board. Councilmember Dutton seconded the motion. All voted in favor. The motion carried.

CITIZEN COMMENTS

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

Dr. Jonathan Dehn, Kristin Lucido, Traci Litts, Angela McKee, Joy Rigdon, and Janie Britton.

ADJOURN

All Regular Meetings 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. Wednesdays - 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 CD's are \$1 each and DVD's are \$3 each).

Mayor Hedrick adjourned the meeting at 10:23 p.m.

Submitted By:

Dylan Hedrick, Mayor

Jennifer Stubbs, City Secretary



GARLAND

PURCHASING REPORT

3.a

Meeting Date: July 22, 2025

Title: GP&L Ben Davis to Brand Road 138kV Transmission Line Upgrade Materials

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: 1272-25

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is to obtain materials for the upgrade of the GP&L Brand Road to Ben Davis 138kV Transmission Line. This is part of the approved GP&L Ben Davis to Brand Road Transmission Line Capacity Upgrade CIP project. A 10% owner's contingency is included for any additional materials that may be required.

Evaluation

The transmission line materials are being provided by Techline, Inc. through an Interlocal Agreement with Lower Colorado River Authority (LCRA) Contract 6722. As competitive bids were not received, a Bid Recap is not included

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Techline, Inc.	1272-25	All	\$595,139.59	Interlocal Agreement	54176

Fiscal Impact

Funding is available in the GP&L Transmission Lines CIP Program for the upgrade materials in the amount of \$595,140, which is within the approved budget of \$5,300,000 and will leave a remaining balance of \$3,039,871.

Attachments

None

Budget Type: CIP
Fiscal Year: 2025
Document Location: Proposed CIP - Page 278

Routing

Lauri Vornberg, Electric Budget & Procurement Analyst
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Director of Budget & Research
Jennifer Stubbs, City Secretary

Created/Initiated - 7/1/2025
Approved - 7/1/2025
Approved - 7/1/2025
Final Approval - 7/7/2025



GARLAND

PURCHASING REPORT

3.b

Meeting Date: July 22, 2025

Title: GP&L Lyons to Oates Road 138kV Transmission Line Materials

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: 1274-25

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is to obtain materials for the relocation of the GP&L Lyons to Oates Road 138kV Transmission Line. This is part of the approved GP&L Lyons to Oates Road 138kV Transmission Line CIP project. A 10% owner's contingency is included for any additional materials that may be required.

Evaluation

The transmission line materials are being provided by Techline, Inc. through an Interlocal Agreement with Lower Colorado River Authority (LCRA) Contract 6722. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Techline, Inc.	1274-25	All	\$1,664,397.52	Interlocal Agreement	54178

Fiscal Impact

Funding is available in the GP&L Transmission Lines CIP Program for the materials in the amount of \$1,664,398, which is within the approved budget of \$5,449,580 and will leave a remaining balance of \$820,651.

Attachments

None

Budget Type: CIP
Fiscal Year: 2025
Document Location: Proposed CIP - Page 278

Routing

Lauri Vornberg, Electric Budget & Procurement Analyst
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Director of Budget & Research
Jennifer Stubbs, City Secretary

Created/Initiated - 7/1/2025
Approved - 7/1/2025
Approved - 7/1/2025
Final Approval - 7/7/2025



GARLAND

PURCHASING REPORT

3.c

Meeting Date: July 22, 2025

Title: GP&L College to Brand and Lyons to Oates 138 kV Transmission Line Materials

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: 1271-25

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is for the purchase of materials needed for the upgrade of the GP&L College to Brand 138kV Transmission Line and the relocation of the GP&L Lyons to Oates 138kV Transmission Line. This is part of the approved GP&L College to Brand 138kV Transmission Line Upgrade CIP project and the GP&L Lyons to Oates 138kV Transmission Line CIP project. A 10% Owner's contingency has been included for any additional materials needed.

Evaluation

The transmission line materials are being provided by Techline, Inc. through an Interlocal Agreement with Lower Colorado River Authority (LCRA) Contract 6722. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Techline, Inc.	1271-25	All	\$321,913.85	Interlocal Agreement	54177 & 54181

Fiscal Impact

Funding is available in the GP&L Transmission Lines CIP Program for the materials in the amount of \$321,914, which is within the approved budget of \$7,310,080 and will leave a remaining balance of \$988,331.

Attachments

None

Budget Type: CIP
Fiscal Year: 2025
Document Location: Proposed CIP - Page 278

Routing

Lauri Vornberg, Electric Budget & Procurement Analyst
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Director of Budget & Research
Jennifer Stubbs, City Secretary

Created/Initiated - 7/1/2025
Approved - 7/1/2025
Approved - 7/1/2025
Final Approval - 7/7/2025



GARLAND

PURCHASING REPORT

3.d

Meeting Date: July 22, 2025

Title: GP&L Oakland Substation Testing and Commissioning

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: 1257-25

Strategic Focus Area: Well-Maintained City Infrastructure

Purchase Justification

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

Evaluation

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

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
POWER Testing & Energization	1257-25	All	\$682,383.00	Most Qualified	54155

Fiscal Impact

Funding is available in the GP&L Substations Upgrades CIP Program for the testing in the amount of \$682,383 which is within the approved budget of \$13,234,696 and will leave a remaining balance of \$262,242.

Attachments

None

Budget Type: CIP
Fiscal Year: 2025
Document Location: Proposed CIP - Page 284

Routing

Perla Cruz, Management Services Coordinator
Lauri Vornberg, Electric Budget & Procurement Analyst
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Director of Budget & Research
Jennifer Stubbs, City Secretary

Created/Initiated - 7/1/2025
Approved - 7/1/2025
Approved - 7/1/2025
Approved - 7/1/2025
Final Approval - 7/7/2025



GARLAND

PURCHASING REPORT

3.e

Meeting Date: July 22, 2025

Title: GP&L and TMPA Transmission Maintenance, Repair, and Construction Services

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: 0827-25

Strategic Focus Area: Reliable / Cost-Efficient Utility Services
Sound Governance and Finances

Purchase Justification

This request is to obtain two (2) blanket service contracts with four (4) optional renewals for as-needed and emergency maintenance, repair, and construction services on the GP&L and TMPA transmission systems. Expenses associated with TMPA will be reimbursed at 100%.

Evaluation

A request for bids was issued in accordance with Purchasing procedures. Two (2) bids were received and evaluated based on the published criteria. Primoris T&D Services, LLC and 5 Star Electric will each be awarded contracts, offering the Best Value for the City.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Primoris T&D Services, LLC.	0827-25	Primary	\$5,000,000.00	Best Value	53435
5 Star Electric		Primary	\$5,000,000.00	Best Value	53435

Fiscal Impact

Term Contract sets price but does not commit funds. Expenses will be charged to GP&L Transmission Operating and GP&L Transmission Lines CIP Program accounts as incurred.

Attachments

A. Bid Recap

Budget Type:	Operating and CIP
Fiscal Year:	2024-2025
Document Location:	Operating - Page 251; Proposed CIP - Page 278

Routing

Lauri Vornberg, Electric Budget & Procurement Analyst
Gary Holcomb, Procurement & Material Management Director
Allison Bell Steadman, Director of Budget & Research

Created/Initiated - 7/2/2025
Approved - 7/2/2025
Approved - 7/8/2025

[illegible]



GARLAND

PURCHASING REPORT

3.f

Meeting Date: July 22, 2025

Title: GP&L Lyons to Oates Road 138kV Transmission Line Structures

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: 1286-25

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is to obtain transmission line structures for the relocation of the GP&L Lyons to Oates Road 138kV Transmission Line. This is part of the approved GP&L Lyons to Oates Road 138kV Transmission Line CIP project. A 10% owner's contingency is included for any additional materials that may be required.

Evaluation

The transmission line structures are being provided by Techline, Inc. through an Interlocal Agreement with Lower Colorado River Authority (LCRA) Contract 6722. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Techline, Inc.	1286-25	All	\$6,322,917.98	Interlocal Agreement	54203

Fiscal Impact

Funding is available in the GP&L Transmission Lines CIP Program for the line structures in the amount of \$6,322,918, which is within the approved budget of \$11,249,580 and will leave a remaining balance of \$297,733.

Attachments

None

Budget Type: CIP
Fiscal Year: 2025
Document Location: Proposed CIP - Page 278

Routing

Lauri Vornberg, Electric Budget & Procurement Analyst
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Director of Budget & Research
Jennifer Stubbs, City Secretary

Created/Initiated - 7/3/2025
Approved - 7/3/2025
Approved - 7/8/2025
Final Approval - 7/10/2025



GARLAND

PURCHASING REPORT

3.g

Meeting Date: July 22, 2025

Title: GP&L Lyons to Oates Road 138kV Transmission Line Conductor

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: 1287-25

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is to obtain transmission line conductor for the relocation of the GP&L Lyons to Oates Road 138kV Transmission Line. This is part of the approved GP&L Lyons to Oates Road 138kV Transmission Line CIP project.

Evaluation

The conductor is being provided by Techline, Inc. through an Interlocal Agreement with Lower Colorado River Authority (LCRA) Contract 6722. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Techline, Inc.	1287-25	All	\$481,120.00	Interlocal Agreement	53993

Fiscal Impact

Funding is available in the GP&L Transmission Lines CIP Program for the conductor in the amount of \$481,120, which is within the approved budget of \$5,449,580 and will leave a remaining balance of \$245,840.

Attachments

None

Budget Type: CIP
Fiscal Year: 2025
Document Location: Proposed CIP - Page 278

Routing

Lauri Vornberg, Electric Budget & Procurement Analyst
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Director of Budget & Research
Jennifer Stubbs, City Secretary

Created/Initiated - 7/3/2025
Approved - 7/7/2025
Approved - 7/8/2025
Final Approval - 7/10/2025



GARLAND

PURCHASING REPORT

3.h

Meeting Date: July 22, 2025

Title: GP&L and TMPA Substation Maintenance, Repair, and Construction Services

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: 0828-25

Strategic Focus Area: Sound Governance and Finances
Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is to obtain a blanket services contract with four (4) optional renewals for as-needed and emergency maintenance, repair, and construction services for GP&L and TMPA substations. Expenses associated with TMPA will be reimbursed at 100%.

Evaluation

A request for bids was issued in accordance with Purchasing procedures. One (1) bid was received and evaluated based on the published criteria. 5 Star Electric received the highest evaluated score, offering the Best Value for the City. As only one (1) bid was received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
5 Star Electric	0828-25	All	\$5,000,000.00	Best Value	53436

Fiscal Impact

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

Attachments

None

Budget Type: Operating and CIP
Fiscal Year: 2024-2025
Document Location: Operating - Page 251; Proposed CIP - Page 284

Routing

Lauri Vornberg, Electric Budget & Procurement Analyst
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Director of Budget & Research
Jennifer Stubbs, City Secretary

Created/Initiated - 7/3/2025
Approved - 7/7/2025
Approved - 7/8/2025
Final Approval - 7/10/2025



GARLAND

PURCHASING REPORT

3.i

Meeting Date: July 22, 2025

Title: Garland Senior Activity Center - Construction Services

Submitted by: Michael Buchler, Capital Project Management Director

Bid Number: 1371-24

Strategic Focus Area: Well-Maintained City Infrastructure

Purchase Justification

As part of the 2019 Build Garland Bond Program, the City of Garland has prioritized the development of a new Senior Activity Center to serve the growing needs of our senior community. The New Garland Senior Activity Center will significantly enhance the quality, accessibility, and variety of programs offered. Designed with modern amenities and inclusive features, the center will provide a welcoming and engaging environment that promotes health, wellness, social connection, and lifelong learning for Garland's senior population.

This investment reflects the City's ongoing commitment to enriching the lives of our senior residents and ensuring they have a dedicated space to thrive for many year to come.

Evaluation

A request for bids was issued in accordance with Purchasing procedures. Ten (10) bids were received and evaluated based on the published criteria. Hill & Wilkinson General Contractors received the highest evaluated score, offering the Best Value for the City.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Hill & Wilkinson Construction	1371-24	Garland Senior Activity Center - Construction	\$12,994,500.00	Best Value	54225

Fiscal Impact

Funding is available in the Garland Senior Activity Center project for construction services in the amount of \$12,994,500, which is within the total project budget of \$17,490,000, and will leave a remaining balance of \$1,375,087. The Senior Activity Center project will continue into 2026; 2019 GO Bond funding will be included in the 2026 Capital Improvement Program (CIP) for the continuation of the project, as projected in the 2025 CIP.

Attachments

A. Bid Recap

Budget Type: CIP

Routing

Sandra Church, Management Services Coordinator
Michael Buchler, Capital Project Management Director
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Director of Budget & Research
Crystal Owens, Assistant City Manager
Jennifer Stubbs, City Secretary

Created/Initiated - 7/10/2025
Approved - 7/11/2025
Approved - 7/14/2025
Approved - 7/15/2025
Approved - 7/15/2025
Final Approval - 7/15/2025

[illegible]

[illegible]

[illegible]



GARLAND

CITY COUNCIL STAFF REPORT

4

Meeting Date: July 22, 2025

Title: Abandonment of Portion of Utility Easement in the Garland High School No. IV Addition

Submitted by: Tamera Wilson, Department Coordinator I

Strategic Focus Area: Growing Economic Base
Well-Maintained City Infrastructure
Vibrant Neighborhoods and Commercial Centers

Issue / Summary

Approve a resolution authorizing the abandonment of a portion of a Utility Easement in the Garland High School No. IV Addition. Council considered this item at the July 21, 2025 Work Session.

Background

As part of a Garland Independent School District ("GISD") 2016 project to expand Lakeview High School, a 15' Utility Easement was dedicated for a new water main. GISD is currently in the process of expanding this site with building additions and a new Multi-purpose Activity Center. Constraints created by the location of said easement have limited GISD's ability to fully utilize their lot under the current code. Therefore, GISD is requesting the easement be abandoned to accommodate the proposed footprint of a new building on the southwesterly portion of the lot.

In consideration, the GISD will relocate the water main facilities and dedicate new easements by replat to serve the new structure. The Engineering Department recommends abandoning the portion of the Utility Easement to the current owner, GISD.

Consideration / Recommendation

Council considered this item at the July 21, 2025 Work Session.

Staff recommends Council approve the resolution authorizing the abandonment of a portion of a Utility Easement in the Garland High School No. IV Addition.

Attachments

- A. Reso No. ____ Abandonment Lakeview High School - Draft
- B. Location Map - Lakeview Centennial High School

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ABANDONMENT, RELEASE, AND CONVEYANCE OF A PORTION OF A UTILITY EASEMENT; AUTHORIZING THE MAYOR OF THE CITY OF GARLAND TO EXECUTE A DEED CONVEYING THE EASEMENTS TO THE GARLAND INDEPENDENT SCHOOL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is the owner of a Utility Easement recorded as Instrument Number 201600096761, Instrument Number 201600096762, and Instrument Number 201600096763 of the Official Public Records of Dallas County, Texas (the "Easement"); and

WHEREAS, the City has determined that a portion of the Easement, more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference (the "Abandonment Portion"), is no longer needed for public use and should be abandoned and conveyed to the property owner, the Garland Independent School District ("GISD");

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

Section 1

That, the abandonment and conveyance of the Abandonment Portion of the Easement by the City of Garland to GISD is hereby approved.

Section 2

That the Mayor, is hereby authorized to execute an Abandonment Deed Without Warranty, the form and substance of which is attached as Exhibit "B" and incorporated herein by reference, conveying the Abandonment Portion of the Easement to GISD.

Section 3

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

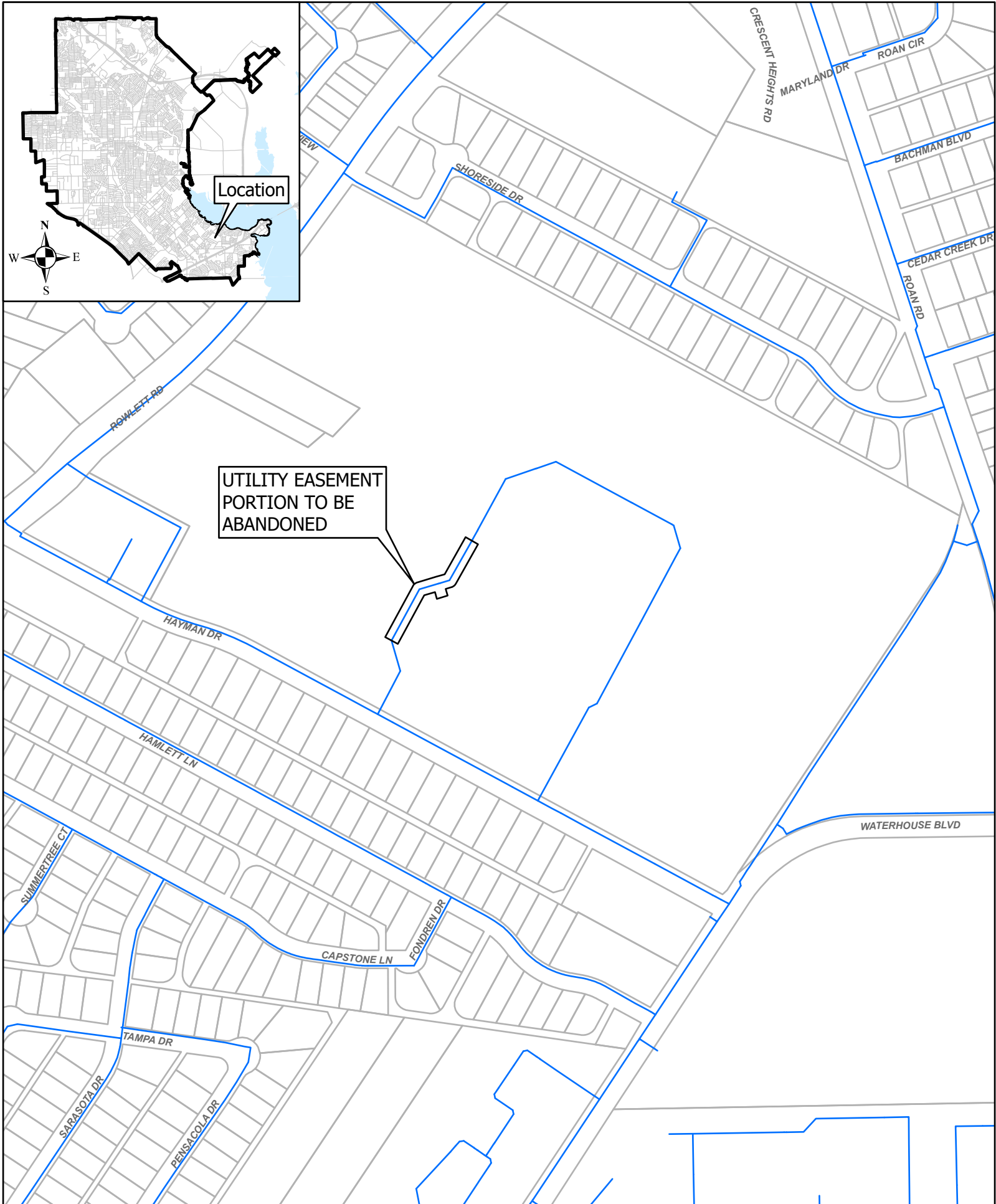
PASSED AND APPROVED this the _____ day of _____, 2025.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



- Water Main
- Parcels
- Easement Abandonment Location

PROPOSED UTILITY EASEMENT ABANDONMENT
LAKEVIEW CENTENNIAL HIGH SCHOOL

Scale: NTS
Date: 06/28/2025
Drawn: OS
File: Digital Reality



GARLAND

CITY COUNCIL STAFF REPORT

5

Meeting Date: July 22, 2025

Title: Amendment to Chapter 50, Article II - Rates and Fees

Submitted by: Darrell Cline, General Manager & CEO

Strategic Focus Area: Reliable / Cost-Efficient Utility Services
Sound Governance and Finances

Issue / Summary

Garland Power & Light (GP&L) is experiencing an increase in very large load retail transmission customers that have the potential for outsized effects on the operations and finances of the utility. To address these effects, GP&L is proposing modifications and additions to its retail transmission tariffs.

Background

In recent years, the City has attracted interest from very large load retail transmission customers. Although these customers present economic benefits to the City and GP&L, these customers also present the potential to have outsized effects on the utility, both operationally and financially. The current retail transmission tariffs fail to adequately address these potential effects; therefore, GP&L proposes amending these tariffs to include provisions to help protect the utility and its customers.

GP&L proposes to replace Sec. 50.30(A)(8) and Sec. 50.30(A)(12) and add Sec. 50.30(A)(13) as provided in the attached Exhibit A_Proposed Tariff Changes. These changes provide for the inclusion of retail transmission customers' participation in load shedding and any other required operational obligations, such as low voltage and frequency requirements. In addition, the tariff modifications provide for additional security requirements to mitigate the utility's financial exposure to these customers.

Consideration / Recommendation

Staff seeks the Council's concurrence to amend Chapter 50, Article II, Rates and Fees by replacing Sec. 50.30(A)(8) and Sec. 50.30(A)(12) and adding Sec. 50.30(A)(13) as provided in Exhibit A_Proposed Tariff Changes. This item was presented for consideration at the July 7th Council Work Session.

Attachments

- A. Ordinance Amendment-Section 50.30(A)(8)(12)(13)
- B. Exhibit A_Proposed Tariff Changes

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTIONS (A) (8), (12), and (13) OF SECTION 50.30, "MINIMUM ELECTRIC RATE SCHEDULES; RATE SCHEDULE RIDERS; DEPOSITS; SERVICE CHARGES AND FEES," OF ARTICLE 2, CHAPTER 50, "UTILITY RATES AND FEES," OF THE GARLAND CODE OF ORDINANCES REGARDING PROVIDING RATES TO CUSTOMERS FOR HIGH TENSION SERVICE, TRANSMISSION VOLTAGE SERVICE UNDER 20 MEGAWATTS, AND LARGE TRANSMISSION VOLTAGE SERVICE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY UNDER THE PROVISIONS OF SECTION 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE START DATE.

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

Section 1

That Subsection (A) (8), "High-tension service (5,000 kw and above)," of Section 50.30, "Minimum electric rate schedules; rate schedule riders; deposits; service charges and fees," of Article 2, Chapter 50, "Utility Rates and Fees," of the Garland Code of Ordinances of the City of Garland, Texas, is hereby repealed in its entirety and replaced with the following:

(A) Rates.

. . .

(8) High-tension service (up to 5 MW).

(a) Designation: HTS (Code 350).

(b) Application:

(i) The following rate is available to transmission service customers whose monthly measured demand did not exceed 5 MW during the preceding twelve consecutive months, or whose expected monthly measured demand will not exceed 5 MW over an extended period, as determined by the City in its sole discretion.

(ii) Customers that are a party to an economic development incentive agreement with the City that provides an electric rate or method of electric rate calculation may be ineligible to participate in this rate.

(iii) This rate is not applicable to resale, temporary, standby, or supplemental service, except in conjunction with an applicable rider.

(c) Monthly rate: Monthly rates are designated in the Master Fee and Rate Schedule, Article VII, Section 10.85, of Chapter 10.

(d) Billing demand: The average kw supplied during the fifteen-minute periods of maximum use during the current month, as determined by the utility's demand meter.

(e) Minimum bill: The minimum bill is designated in the Master Fee and Rate Schedule, Article VII, Section 10.85, of Chapter 10.

(f) Type of service: Service received by a customer at standard voltage available from the City's transmission system at sixty thousand (60,000) volts or higher.

(g) Contract period: As provided for in the agreement for service.

(h) Payments: Same as for rate RS.

(i) Recovery adjustment factor: Same as for rate RS.

(j) Tax adjustment clause: Same as for rate RS.

(k) Pursuant to the City's obligation to comply with ERCOT Protocols (including any subsequent ERCOT power factor requirements), customers that have meters capable of interval demand readings shall comply with the requirements specified in this clause. Sufficient static reactive power capability shall be installed by the customer to maintain the required ERCOT lagging power factor for the maximum net active power measured for the customer's facilities at the customer's point of delivery. If the City is subject to regulatory fines or penalties as a result of customer's failure to meet the

requirements specified in this clause, the City will charge customer for such fine or penalty and customer shall be responsible for compensating the City for the amount of the fine or penalty. The City may make such changes to its system to mitigate the effects of customer's non-compliance with requirements specified in this clause at the customer's expense for the proportional cost of such changes. In addition, for customers that fail to meet the requirements specified in this clause, billed demand shall be adjusted by the following formula:

$$\text{Adjusted billed demand} = \frac{\text{Metered demand for the month X ERCOT lagging power factor}}{\text{Measured power factor for the month}}$$

Section 2

That Subsection (A)(12), "Transmission voltage service," of Section 50.30, "Minimum electric rate schedules; rate schedule riders; deposits; service charges and fees," of Article 2, Chapter 50, "Utility Rates and Fees," of the Garland Code of Ordinances of the City of Garland, Texas, is hereby amended *in part* to read as follows:

(A) Rates

. . .

(12) Transmission voltage service (< 20 MW).

(a) Designation: TVS

(b) Application:

(i) The following rate is available to transmission service customers whose actual monthly measured demand did not exceed 20 MW during the preceding twelve consecutive months, or whose expected monthly measure demand will not exceed 20 MW over an extended period, as determined by the City in its sole discretion. Customers that select this rate option are eligible for twelve or twenty-four month service terms.

(ii) Upon expiration of the service term, if customer does not meet the actual or expected monthly measured demand requirement, as determined by the City in its sole discretion, then customer shall not be eligible for this rider and shall be charged under the applicable service rate. Customers that are a party to an economic development incentive agreement with the City that provides an electric rate or method of electric rate calculation may be ineligible to participate in this rate.

(iii) Customers that are a party to an economic development incentive agreement with the City that provides an electric rate or method of electric rate calculation may be ineligible to participate in this rate. This rate is not applicable to resale, temporary, standby, or supplemental service, except in conjunction with an applicable rider.

(iv) This rate is not applicable to resale, temporary, standby, or supplemental service, except in conjunction with an applicable rider.

(c) Type of Service: Transmission Service - Service received by a customer at standard voltage available from the City's transmission system at sixty thousand (60,000) volts or higher.

(d) Standard Rates: Customer's rate and structure and terms and conditions shall be based on the customer's load profile and characteristics, capability to implement service terms and conditions, and the term of service. The customer's rate shall consist of the following components. The customer's rate shall consist of the following components.

(i) Energy rate. Based on customer's load profile and characteristics and term and type of contract.

(ii) Transmission rate. Based on GP&L's net transmission system cost and postage stamp expense. The transmission rate shall be adjusted after PUCT approval of each annual Total ERCOT Postage Stamp Rate.

(iii) ERCOT administration rate. Based on ERCOT's administration charges and fees at the effective date of the term of service. The ERCOT administration rate shall be adjusted upon ERCOT's implementation of new administration charges and fees.

(iv) Congestion rate. Based on GP&L's average congestion cost for the 12-months preceding the effective date of the term of service.

(v) Ancillary services rate. Based on GP&L's average ancillary services cost for the 12-months preceding the effective date of the term of service.

(vi) GP&L administration rate. ~~Based on GP&L's administrative costs at the effective date of the term of service. Rates are designated in the Master Fee and Rate Schedule, Article VII, Section 10.85, of Chapter 10. The foregoing rate components shall be grossed up by the percentage used by the City to determine its return on investment from GP&L into the City's general fund.~~

The foregoing rate components shall be grossed up by the percentage used by the City to determine its return on investment from GP&L into the City's general fund.

~~(e)~~—Power Factor Adjustment: Pursuant to the City's obligation to comply with ERCOT Protocols ~~3.15.2~~ (including any subsequent ERCOT power factor requirements), customers that have meters capable of interval demand readings shall comply with the requirements specified in this clause. Sufficient static reactive power capability shall be installed by the customer to maintain the required ERCOT lagging power factor for the maximum net active power measured for the customer's facilities at the customer's point of delivery. If the City is subject to regulatory fines or penalties as a result of customer's failure to meet the requirements specified in this clause, the City will charge customer for such fine or penalty and customer shall be responsible for compensating the City for the amount of the fine or penalty. The City may make such changes to its system to mitigate the effects of customer's non-compliance with requirements specified in this clause at the customer's expense for the proportional cost of such changes.

In addition, the City shall charge customer for failure to meet the requirements specified in this power factor requirement a power factor adjustment calculated as follows:

$$\text{Power factor adjustment} = \frac{\text{ERCOT lagging power factor}}{\text{Measured power factor for the month}}$$

For customers not meeting the power factor requirements, the foregoing rate components shall be multiplied by the power factor adjustment.

(e) Operational Requirements: Customer may be required to comply with its proportional share of Automatic and Manual Firm Load Shedding that the City is subject to, as well as any other operational obligations, such as low voltage ride-through and frequency ride-through, as required by ERCOT Protocols, Public Utility Commission of Texas rules, the Public Regulatory Act, or any other applicable laws or regulations.

(f) Security: Customers may be required to provide security, in a form acceptable to the City at its sole discretion, in recognition of market power price movements relative to the cost of power purchased to meet customer's load requirement.

Section 3

That Subsection (A)(13), "Large transmission voltage service (≥ 20 MW)," is hereby added to Section 50.30, "Minimum electric rate schedules; rate schedule riders; deposits; service charges and fees," of Article 2, Chapter 50, "Utility Rates and Fees," of the Garland Code of Ordinances of the City of Garland, Texas, to read as follows:

(A) Rates.

. . .

(13) Large transmission voltage service (≥ 20 MW).

(a) Designation: LTVS

(b) Application:

(i) The following rate is available to transmission service customers whose actual monthly measured demand was at least 20 MW for the previous twelve consecutive months, or whose expected monthly measured demand will be at least 20 MW over an extended period, as determined by the City in its sole discretion. Customers that select this rate option are eligible for twelve, twenty-four, or thirty-six month service terms.

(ii) Upon expiration of the service term, if customer does not meet the actual or expected monthly measured demand requirement, as determined by the City in its sole discretion, then customer shall not be eligible for this rider and shall be charged under the applicable service rate.

(iii) Customers that are a party to an economic development incentive agreement with the City that provides an electric rate or method of electric rate calculation may be ineligible to participate in this rate.

(iv) This rate is not applicable to resale, temporary, standby, or supplemental service, except in conjunction with an applicable rider.

(c) Type of Service: Transmission Service - Service received by a customer at standard voltage available from the City's transmission system at sixty thousand (60,000) volts or higher.

(d) Rates: Customer's rate and structure and terms and conditions shall be based on the customer's load profile and characteristics, capability to implement service terms and conditions, and the term of service. The customer's rate shall consist of the following components.

(i) Energy rate.
Based on customer's load profile and characteristics and term and type of contract.

(ii) Transmission rate.

Based on GP&L's net transmission system cost and postage stamp expense. The transmission rate shall be adjusted after PUCT approval of each annual Total ERCOT Postage Stamp Rate.

(iii) ERCOT administration rate.

Based on ERCOT's administration charges and fees at the effective date of the term of service. The ERCOT administration rate shall be adjusted upon ERCOT's implementation of new administration charges and fees.

(iv) Congestion rate.

Based on GP&L's average congestion cost for the 12-months preceding the effective date of the term of service.

(v) Ancillary services rate.

Based on GP&L's average ancillary services cost for the 12-months preceding the effective date of the term of service.

(vi) GP&L administration rate.

Based on GP&L's administrative costs at the effective date of the term of service.

The foregoing rate components shall be grossed up by the percentage used by the City to determine its return on investment from GP&L into the City's general fund.

Power Factor Adjustment: Pursuant to the City's obligation to comply with ERCOT Protocols (including any subsequent ERCOT power factor requirements), customers that have meters capable of interval demand readings shall comply with the requirements specified in this clause. Sufficient static reactive power capability shall be installed by the customer to maintain the required ERCOT lagging power factor for the maximum net active power measured for the customer's facilities at the customer's point of delivery. If the City is subject to regulatory fines or penalties as a result of customer's failure to meet the requirements specified in this clause, the City will charge customer for such fine or penalty and customer shall be responsible for compensating the City for the amount of the fine or penalty. The City may make such changes to its system to mitigate the effects of customer's

non-compliance with requirements specified in this clause at the customer's expense for the proportional cost of such changes.

In addition, the City shall charge customer for failure to meet the requirements specified in this power factor requirement a power factor adjustment calculated as follows:

$$\text{Power factor adjustment} = \frac{\text{ERCOT lagging power factor}}{\text{Measured power factor for the month}}$$

For customers not meeting the power factor requirements, the foregoing rate components shall be multiplied by the power factor adjustment.

(e) Operational Requirements: Customer shall comply with its proportional share of Automatic and Manual Firm Load Shedding that the City is subject to, as well as any other operational obligations, such as low voltage ride-through and frequency ride-through, as required by ERCOT Protocols, Public Utility Commission of Texas rules, the Public Regulatory Act, or any other applicable laws or regulations.

(f) Security:

(i) Customer may be required to provide security, in a form acceptable to the City at its sole discretion, in recognition of market power price movements relative to the cost of power purchased to meet customer's load requirement.

(ii) Customer may be required to provide security equivalent to three (3) consecutive months of customer's anticipated monthly electricity payments to the City.

Section 4

That Chapter 50 of the Garland Code of Ordinances for 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 5

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

Section 6

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

Section 7

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

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED:

Section 50.30 Minimum electric rate schedules; rate schedule riders; deposits; service charges and fees.

(A) Rates.

(8) High-tension service (up to 5 MW).

(a) Designation: HTS (Code 350).

(b) Application:

(i) The following rate is available to transmission service customers whose monthly measured demand did not exceed 5 MW during the preceding twelve consecutive months, or whose expected monthly measured demand will not exceed 5 MW over an extended period, as determined by the City in its sole discretion.

(ii) Customers that are a party to an economic development incentive agreement with the City that provides an electric rate or method of electric rate calculation may be ineligible to participate in this rate.

(iii) This rate is not applicable to resale, temporary, standby, or supplemental service, except in conjunction with an applicable rider.

(c) Monthly rate: Monthly rates are designated in the Master Fee and Rate Schedule, Article VII, Section **10.85**, of Chapter **10**.

(d) Billing demand: The average kw supplied during the fifteen-minute periods of maximum use during the current month, as determined by the utility's demand meter.

(e) Minimum bill: The minimum bill is designated in the Master Fee and Rate Schedule, Article VII, Section **10.85**, of Chapter **10**.

(f) Type of service: Service received by a customer at standard voltage available from the City's transmission system at sixty thousand (60,000) volts or higher.

(g) Contract period: As provided for in the agreement for service.

(h) Payments: Same as for rate RS.

(i) Recovery adjustment factor: Same as for rate RS.

(j) Tax adjustment clause: Same as for rate RS.

(k) Pursuant to the City's obligation to comply with ERCOT Protocols (including any subsequent ERCOT power factor requirements), customers that

have meters capable of interval demand readings shall comply with the requirements specified in this clause. Sufficient static reactive power capability shall be installed by the customer to maintain the required ERCOT lagging power factor for the maximum net active power measured for the customer's facilities at the customer's point of delivery. If the City is subject to regulatory fines or penalties as a result of customer's failure to meet the requirements specified in this clause, the City will charge customer for such fine or penalty and customer shall be responsible for compensating the City for the amount of the fine or penalty. The City may make such changes to its system to mitigate the effects of customer's non-compliance with requirements specified in this clause at the customer's expense for the proportional cost of such changes. In addition, for customers that fail to meet the requirements specified in this clause, billed demand shall be adjusted by the following formula:

$$\text{Adjusted billed demand} = \frac{\text{Metered demand for the month} \times \text{ERCOT lagging power factor}}{\text{Measured power factor for the month}}$$

(12) Transmission voltage service (< 20 MW).

(a) Designation: TVS

(b) Application:

(i) The following rate is available to transmission service customers whose actual monthly measured demand did not exceed 20 MW during the preceding twelve consecutive months, or whose expected monthly measured demand will not exceed 20 MW over an extended period, as determined by the City in its sole discretion. Customers that select this rate option are eligible for twelve or twenty-four month service terms.

(ii) Upon expiration of the service term, if customer does not meet the actual or expected monthly measured demand requirement, as determined by the City in its sole discretion, then customer shall not be eligible for this rider and shall be charged under the applicable service rate.

(iii) Customers that are a party to an economic development incentive agreement with the City that provides an electric rate or method of electric rate calculation may be ineligible to participate in this rate.

(iv) This rate is not applicable to resale, temporary, standby, or supplemental service, except in conjunction with an applicable rider.

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(i) Energy rate.

Based on customer's load profile and characteristics and term and type of contract.

(ii) Transmission rate.

Based on GP&L's net transmission system cost and postage stamp expense. The transmission rate shall be adjusted after PUCT approval of each annual Total ERCOT Postage Stamp Rate.

(iii) ERCOT administration rate.

Based on ERCOT's administration charges and fees at the effective date of the term of service. The ERCOT administration rate shall be adjusted upon ERCOT's implementation of new administration charges and fees.

(iv) Congestion rate.

Based on GP&L's average congestion cost for the 12-months preceding the effective date of the term of service.

(v) Ancillary services rate.

Based on GP&L's average ancillary services cost for the 12-months preceding the effective date of the term of service.

(vi) GP&L administration rate.

Based on GP&L's administrative costs at the effective date of the term of service.

The foregoing rate components shall be grossed up by the percentage used by the City to determine its return on investment from GP&L into the City's general fund.

Power Factor Adjustment: Pursuant to the City's obligation to comply with ERCOT Protocols (including any subsequent ERCOT power factor requirements), customers that have meters capable of interval demand readings shall comply with the requirements specified in this clause. Sufficient static reactive power capability shall be installed by the customer to maintain the required ERCOT lagging power factor for the maximum net active power measured for the customer's facilities at the customer's point of delivery. If the City is subject to regulatory fines or penalties as a result of customer's failure to meet the requirements specified in this clause, the City will charge customer for such fine or penalty and customer shall be responsible for compensating the City for the amount of the fine or penalty. The City may make such changes to its system to mitigate the effects of customer's non-compliance with requirements specified in this clause at the customer's expense for the proportional cost of such changes.

In addition, the City shall charge customer for failure to meet the requirements specified in this power factor requirement a power factor adjustment calculated as follows:

$$\text{Power factor adjustment} = \frac{\text{ERCOT lagging power factor}}{\text{Measured power factor for the month}}$$

For customers not meeting the power factor requirements, the foregoing rate components shall be multiplied by the power factor adjustment.

(e) Operational Requirements: Customer may be required to comply with its proportional share of Automatic and Manual Firm Load Shedding that the City is subject to, as well as any other operational obligations, such as low voltage ride-through and frequency ride-through, as required by ERCOT Protocols, Public Utility Commission of Texas rules, the Public Regulatory Act, or any other applicable laws or regulations.

(f) Security: Customers may be required to provide security, in a form acceptable to the City at its sole discretion, in recognition of market power price movements relative to the cost of power purchased to meet customer's load requirement.

(13) Large transmission voltage service (≥ 20 MW).

(a) Designation: LTVS

(b) Application:

(i) The following rate is available to transmission service customers whose actual monthly measured demand was at least 20 MW for the previous twelve consecutive months, or whose expected monthly measured demand will be at least 20 MW over an extended period, as determined by the City in its sole discretion. Customers that select this rate option are eligible for twelve, twenty-four, or thirty-six month service terms.

(ii) Upon expiration of the service term, if customer does not meet the actual or expected monthly measured demand requirement, as determined by the City in its sole discretion, then customer shall not be eligible for this rider and shall be charged under the applicable service rate.

(iii) Customers that are a party to an economic development incentive agreement with the City that provides an electric rate or method of electric rate calculation may be ineligible to participate in this rate.

(iv) This rate is not applicable to resale, temporary, standby, or supplemental service, except in conjunction with an applicable rider.

(c) Type of Service: Transmission Service - Service received by a customer at standard voltage available from the City's transmission system at sixty thousand (60,000) volts or higher.

(d) Rates: Customer's rate and structure and terms and conditions shall be based on the customer's load profile and characteristics, capability to implement service terms and conditions, and the term of service. The customer's rate shall consist of the following components.

(i) Energy rate.

Based on customer's load profile and characteristics and term and type of contract.

(ii) Transmission rate.

Based on GP&L's net transmission system cost and postage stamp expense. The transmission rate shall be adjusted after PUCT approval of each annual Total ERCOT Postage Stamp Rate.

(iii) ERCOT administration rate.

Based on ERCOT's administration charges and fees at the effective date of the term of service. The ERCOT administration rate shall be adjusted upon ERCOT's implementation of new administration charges and fees.

(iv) Congestion rate.

Based on GP&L's average congestion cost for the 12-months preceding the effective date of the term of service.

(v) Ancillary services rate.

Based on GP&L's average ancillary services cost for the 12-months preceding the effective date of the term of service.

(vi) GP&L administration rate.

Based on GP&L's administrative costs at the effective date of the term of service.

The foregoing rate components shall be grossed up by the percentage used by the City to determine its return on investment from GP&L into the City's general fund.

Power Factor Adjustment: Pursuant to the City's obligation to comply with ERCOT Protocols (including any subsequent ERCOT power factor requirements), customers that have meters capable of interval demand readings shall comply with the requirements specified in this clause. Sufficient static reactive power capability shall be installed by the customer to maintain the required ERCOT lagging power factor for the maximum net active power measured for the customer's facilities at the customer's point of delivery. If the City is subject to regulatory fines or penalties as a result of customer's failure to meet the requirements specified in this clause, the City will charge customer for such fine or penalty and customer shall be responsible for compensating the City for the amount of the fine or penalty. The City may make such changes to its system to mitigate the effects of customer's non-compliance with requirements specified in this clause at the customer's expense for the proportional cost of such changes.

In addition, the City shall charge customer for failure to meet the requirements specified in this power factor requirement a power factor adjustment calculated as follows:

$$\text{Power factor adjustment} = \frac{\text{ERCOT lagging power factor}}{\text{Measured power factor for the month}}$$

For customers not meeting the power factor requirements, the foregoing rate components shall be multiplied by the power factor adjustment.

(e) Operational Requirements: Customer shall comply with its proportional share of Automatic and Manual Firm Load Shedding that the City is subject to, as well as any other operational obligations, such as low voltage ride-through and frequency ride-through, as required by ERCOT Protocols, Public Utility Commission of Texas rules, the Public Regulatory Act, or any other applicable laws or regulations.

(f) Security:

(i) Customer may be required to provide security, in a form acceptable to the City at its sole discretion, in recognition of market power price movements relative to the cost of power purchased to meet customer's load requirement.

(ii) Customer may be required to provide security equivalent to three (3) consecutive months of customer's anticipated monthly electricity payments to the City.



GARLAND

CITY COUNCIL STAFF REPORT

6

Meeting Date: July 22, 2025

Title: Shiloh Road Project - Acquisition of Property Located at 2328 Huskey 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 Daniel Ruiz and Maria Vargas for the acquisition of fee simple interest for right-of-way needed to move forward with the Shiloh Road Project.

Background

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

Consideration / Recommendation

Council is requested to consider the approval of a purchase agreement and relocation assistance package negotiated with Daniel Ruiz and Maria Vargas for the acquisition of fee simple interest from real property located at 2328 Huskey Street (Parcel E-42), and authorize the City Manager to execute such documents necessary to complete the transaction.

Attachments

- A. E-42_Ruiz_PSA-signed by Seller
- B. E-42_Ruiz_Exhibit A
- C. E-42_Ruiz Transaction Summary

REAL PROPERTY PURCHASE AGREEMENT

This Purchase Agreement ("Contract") is made and entered into by and between **Daniel Ruiz and Maria Vargas**, with an address of 2328 Huskey Street, Garland, Texas ("Seller") and the **City of Garland**, a Texas home-rule municipality ("Buyer").

WITNESSETH:

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

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

Being a 9,396 square foot (0.2157 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 4, of Claremont Place Addition, an Addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of the Map Records of Dallas County, Texas (M.R.D.C.T) (the "Land");

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

2. Purchase Price. The total consideration for the sale of the Property shall be Two Hundred Thirty-Five Thousand and No/100 U.S. Dollars (**\$235,000.00**) (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 Eleven Thousand, Eight Hundred Fifty and No/100 Dollars (**\$11,850.00**) 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:

Daniel Ruiz and Maria Vargas, a married couple

By: Daniel A Ruiz.
Daniel Ruiz

Date : 6-18-25

By: Maria Vargas
Maria Vargas

Date : 6-18-25

SELLER'S NOTICE ADDRESS:

Daniel Ruiz and Maria Vargas
2328 Huskey Street
Garland, Texas 75041-2500

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

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: **Daniel Ruiz and Maria Vargas, a married couple**

By: _____

Print Name: Daniel Ruiz

By: _____

Print Name: Maria Vargas

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the date of _____, 2025, by Daniel Ruiz, Owner of 2328 Huskey Street, Garland, Texas 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 Maria Vargas, Owner of 2328 Huskey Street, Garland, Texas 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

EXHIBIT "A"
RIGHT-OF-WAY RESERVATION
9,396 SQUARE FEET (0.2157 OF AN ACRE)
LOT 1, BLOCK 4 OF THE CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NUMBER 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS

BEING a 9,396 square foot (0.2157 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 4, of Claremont Place Addition, an Addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 16, Page 39 of the Map Records of Dallas County, Texas (M.R.D.C.T.).

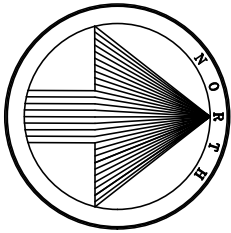
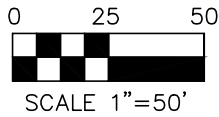


EXHIBIT "A" RIGHT-OF-WAY RESERVATION

LOT 1, BLOCK 4
CLAREMONT PLACE ADDITION
THOMAS BURRISS SURVEY, ABSTRACT NO. 64
CITY OF GARLAND, DALLAS COUNTY, TEXAS

GENERAL NOTES:

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



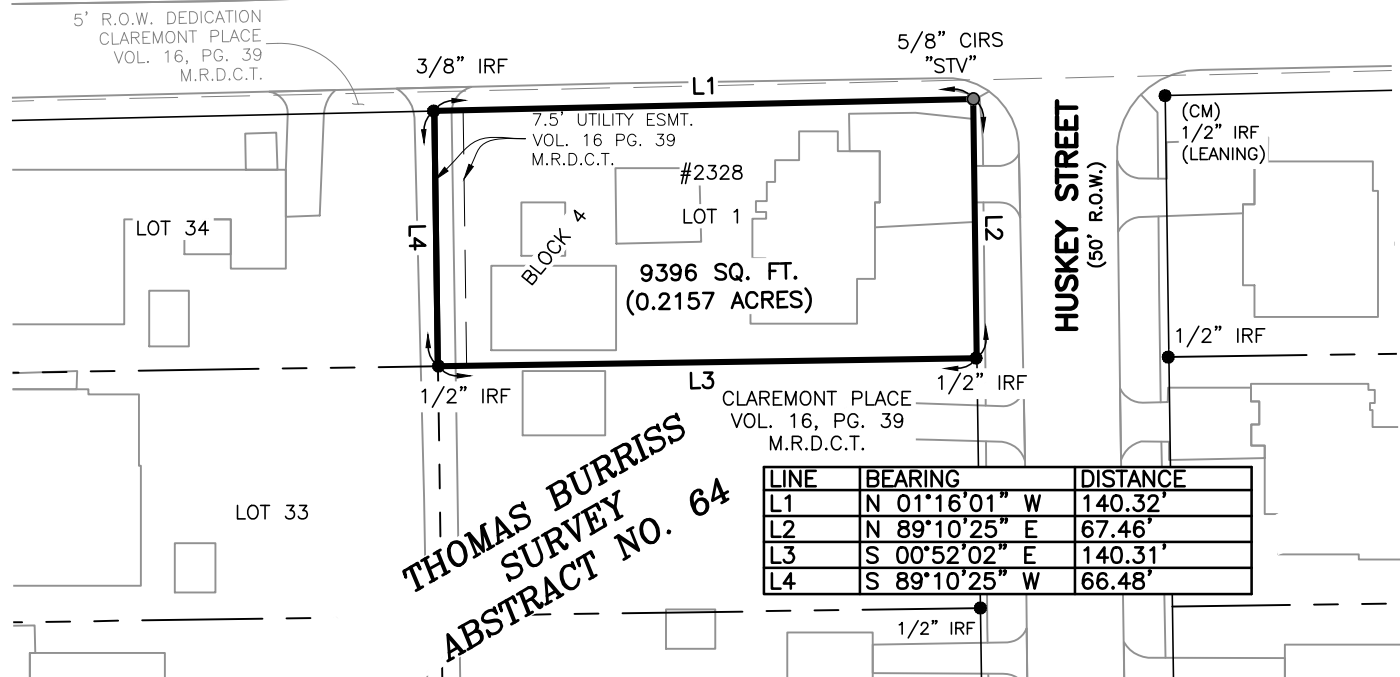
LEGEND

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

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

SOUTH SHILOH ROAD

(VARIABLE WIDTH R.O.W.)



THOMAS BURRISS
SURVEY
ABSTRACT NO. 64

LINE	BEARING	DISTANCE
L1	N 01°16'01" W	140.32'
L2	N 89°10'25" E	67.46'
L3	S 00°52'02" E	140.31'
L4	S 89°10'25" W	66.48'

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 0.2157 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

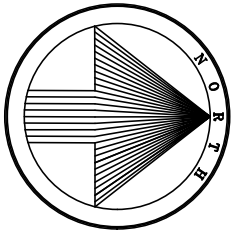
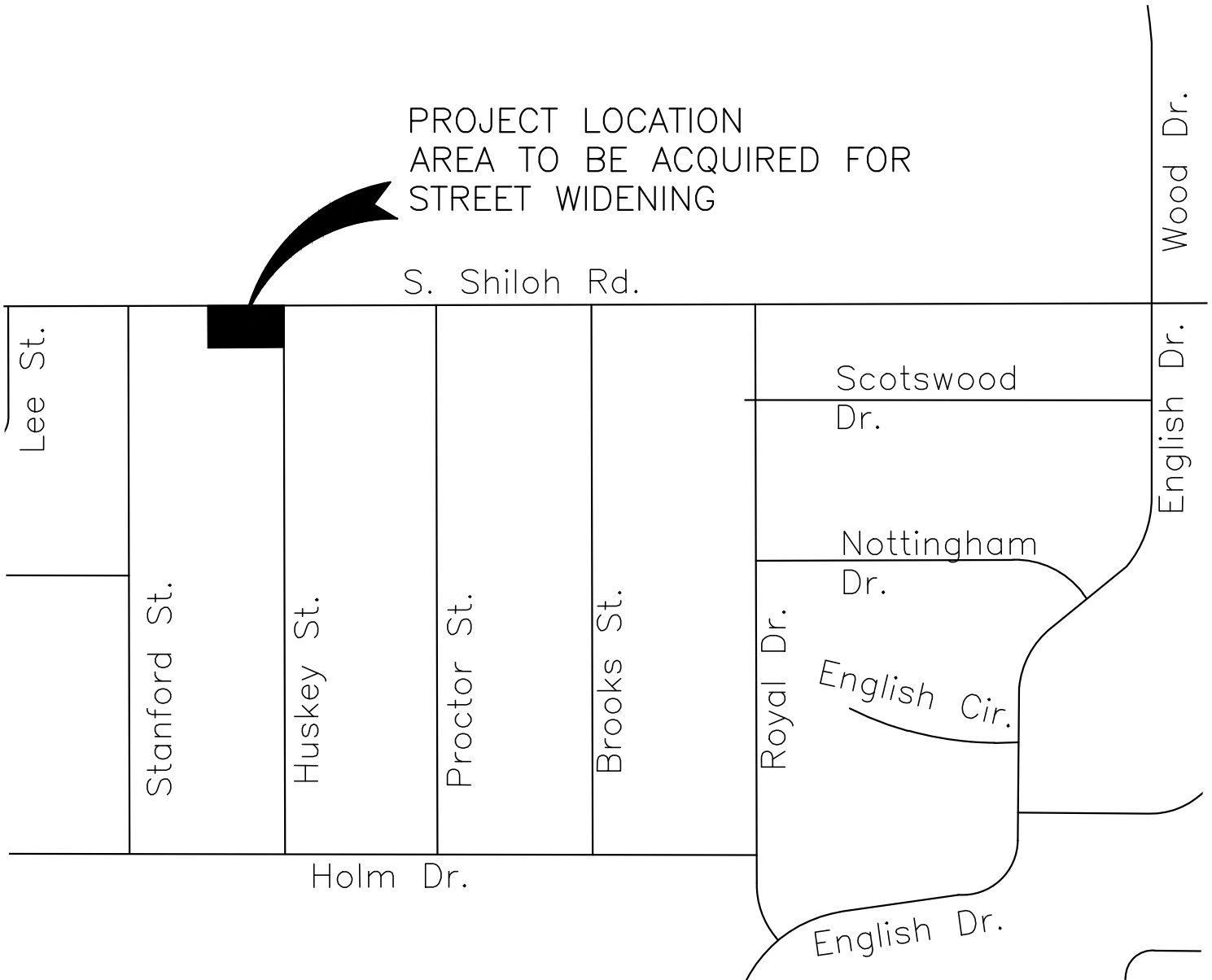


EXHIBIT "A"
RIGHT-OF-WAY RESERVATION

LOT 1, BLOCK 4
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 0.2157 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 3 OF 3

Shiloh Road Project

Kingsley Rd to Miller Rd

2328 Huskey Street

Parcel E-42 Ruiz Transaction Summary

Property Purchase = \$235,000

Replacement Housing = \$40,000

Housing Supplement based on normal replacement cost

Does not include Mortgage Differential or Incidental Expenses

Aggregate Amount To-Date = \$275,000

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





GARLAND

CITY COUNCIL STAFF REPORT

7

Meeting Date: July 22, 2025

Title: Issuance of General Obligation Pension Bonds

Submitted by: Matthew Watson, Managing Director-Financial Services

Strategic Focus Area: Future-Focused City Organization
Sound Governance and Finances

Issue / Summary

City Council is requested to consider an ordinance related to the issuance, sale and delivery of up to \$131,500,000 in principal amount of General Obligation Pension Bonds to fund the 50% Non-Retroactive Cost-Of-Living-Adjustment added to the City of Garland's Texas Municipal Retirement System (TMRS) plan effective January 1, 2025.

Background

As directed by City Council at the August 17, 2024 Budget Work Session, staff in partnership with the Texas Municipal Retirement System (TMRS) drafted an ordinance adopting a 50% non-retroactive repeating Cost-Of-Living-Adjustment to be added to the city's TMRS pension plan. City Council unanimously approved this item at the October 8, 2025, Regular Meeting and the COLA went into effect January 1, 2025, for all City of Garland retirees eligible for participation in the TMRS pension plan.

The agreed funding mechanism to fund the long-term liability associated with the addition of this benefit was to issue General Obligation Pension Bonds in the amount of approximately \$130 million. However, the issuance of the bonds could not take place until after the City received its TMRS rate letter and corresponding actuarial determined unfunded liability, as required by state law. The City received this letter in late May 2025 and began drafting terms between the City Council and the TMRS Board to agree to the use of this funding mechanism to paydown the approximately \$130 million in unfunded liability associated with the addition of a COLA. Council approved this agreement between TMRS and the City on June 3, 2025, and the TMRS Board approved this agreement to accept the deposit of proceeds from pension bonds on June 12, 2025.

With all necessary documentation complete, staff with the assistance of the city financial advisor, Hilltop Securities, began preparing for the issuance of pension bonds and are now requesting that the Council approve an ordinance to issue up to \$131,500,000 in Pension Obligation Bonds, as well as delegate to the Chief Financial Officer the authority to execute certain documents as long as the documents are within the parameters outlined in the attached ordinance.

Consideration / Recommendation

It is recommended by staff to approve this ordinance to issue General Obligation Pension bonds.

Attachments

A. Bond Ordinance (Garland POB 2025) v1

ORDINANCE NO. ____

AN ORDINANCE CONSIDERING ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF UP TO \$131,500,000 IN PRINCIPAL AMOUNT OF "CITY OF GARLAND, TEXAS GENERAL OBLIGATION PENSION BONDS, TAXABLE SERIES 2025"; AUTHORIZING THE ISSUANCE OF THE BONDS; DELEGATING THE AUTHORITY TO CERTAIN CITY OFFICIALS TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING TO SAID BONDS; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, pursuant to Chapter 107, Texas Local Government Code, as amended ("Chapter 107"), the City of Garland (the "City" or the "Issuer") is authorized to issue, sell and deliver general obligation bonds of the Issuer, for the purpose of funding all or any part of an unfunded, accrued liability of the City to a public pension fund as determined by actuarial analysis (the "Unfunded Liability"); and

WHEREAS, the Issuer participates as a member of the Texas Municipal Retirement System ("TMRS") which constitutes a "public pension fund" as defined in Chapter 107; and

WHEREAS, the Issuer is an "issuer" under Section 1371.001(4)(A), Texas Government Code, being (i) a home-rule municipality that: (A) adopted its charter under Section 5, Article XI, Texas Constitution; (B) has a population of 50,000 or more; and (C) has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation;

WHEREAS, the City Council (the "City Council") of the Issuer has determined that it is in the best interest of the Issuer to issue the bonds hereinafter authorized (the "Bonds") to (i) make a deposit to the credit of TMRS for the purpose of refinancing a portion of the Issuer's commitment to fund its Unfunded Liability owing to TMRS in the amount of \$170,575,663 (the "TMRS Unfunded Liability"), and (ii) to pay the costs of issuance of the Bonds, with such terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated) in connection with the initial issuance of each Series of Bonds, all in accordance with the provisions of Section 1371.053, Texas Government Code. The term Pricing Certificate shall mean, collectively, the pricing certificate or pricing certificates for one or more series of Bonds;

WHEREAS, pursuant to the provisions of Chapter 107, the Issuer has entered into a written agreement with TMRS, effective June 12, 2025, stating, among other things, the amount of the TMRS Unfunded Liability and the date or dates on which TMRS will accept the net proceeds of the Bonds issued in payment of a portion of the TMRS Unfunded Liability (the "TMRS Agreement"); and

WHEREAS, the Bonds hereinafter authorized to be issued and are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Chapter 107 and Chapter 1371, Texas Government Code, as amended ("Chapter 1371"); and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code Chapter 551; NOW, THEREFORE,

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

SECTION 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The term "Bonds" as used in this Ordinance shall mean and include collectively all bonds initially issued and delivered pursuant to this Ordinance (the "Initial Bonds") and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds. "Series" or "Series of Bonds" means any designated series of Bonds issued pursuant to this Ordinance.

(c) The Bonds of the City of Garland, Texas (the "Issuer") are hereby authorized to be issued and delivered in one or more Series in the maximum aggregate principal amount of \$131,500,000 for the purpose of providing funds (i) to pay a portion of the TMRS Unfunded Liability as a partial refinancing of the commitment of the Issuer to fund such TMRS Unfunded Liability; and (ii) to pay the costs associated with the issuance of the Bonds (collectively, the "Projects").

(d) Each bond issued pursuant to this Ordinance shall be designated: "CITY OF GARLAND, TEXAS GENERAL OBLIGATION PENSION BOND, TAXABLE SERIES 2025," with each Series of Bonds having a letter designation following the year, starting with "A", and with such changes as designated by the Pricing Officer pursuant to Section 2. Initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, payable to the respective registered owners thereof (with the Initial Bond being made payable to the Purchaser as described in Section 11 hereof), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

SECTION 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Section 1371.053, Texas Government Code, as amended, the City Manager or Finance Director (the "Pricing Officer") is hereby authorized to act on behalf of the Issuer in selling and delivering each Series of the Bonds and carrying out the other procedures specified in this Ordinance, including, determining the date of sale of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and obtaining municipal bond insurance for all or any portion of the Bonds (including in connection therewith the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements) and providing for the terms and provisions thereof applicable to the Bonds, all of which shall be specified in the Pricing Certificate; provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$131,500,000;
- (ii) the maximum stated maturity for a series of Bonds shall not exceed beyond February 15, 2045;
- (iii) the deposit of Bond proceeds, whether in one or more series, to the credit of TMRS for a portion of the TMRS Unfunded Liability shall not exceed \$130,000,000;
- (iv) no Bonds shall bear interest at a rate that exceeds the maximum rate provided by State law;
- (v) the delegation made hereby shall expire if not exercised by the Pricing Officer through execution of the Pricing Certificate on or prior to the date that is six months after the adoption of this Ordinance by the City Council; and
- (vi) on or prior to delivery, the Bonds shall be rated by a nationally recognized rating agency for municipal securities in one of the four highest categories for long-term obligations.

(b) In establishing the aggregate principal amount of a Series of Bonds, the Pricing Officer shall establish an amount not exceeding, in aggregate with any other Series of Bonds, the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Series of Bonds are authorized and to pay costs of issuing the Bonds. Each Series of Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate for such Series.

SECTION 3. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the corporate trust office of Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange.

No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, as amended, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas (the "Attorney General") and registered by the Comptroller of Public Accounts of the State of Texas (the "Comptroller").

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may or shall be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 45 days prior to any such redemption date), (iii) may be converted and exchanged for other Bonds, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance (as modified in the Pricing Certificate). The Initial Bonds are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the form set forth in the FORM OF BOND.

(d) Paying Agent/Registrar for the Bonds. The Issuer covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be a single entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice

thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Authentication. Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Paying Agent/Registrar's Authentication Certificate substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Paying Agent/Registrar's Authentication Certificate on all of the Bonds. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, an Initial Bond delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(f) Book-Entry-Only System. The Bonds issued in exchange for an Initial Bond shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (g) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

The previous execution and delivery of the Blanket Issuer Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

(g) Successor Securities Depository; Transfers Outside Book-Entry-Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Issuer Letter of Representations to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate certificated Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations to DTC.

(i) Cancellation of Initial Bonds. On the closing date, one Initial Bond, representing the entire principal amount of a Series of the Bonds, payable in stated installments to the purchaser designated in Section 11 or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the Issuer, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to such purchaser or its designee. Upon payment for such Initial Bond, the Paying Agent/Registrar shall cancel such Initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

(j) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless the prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

SECTION 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Comptroller's Registration Certificate to be attached to the Bonds initially issued and delivered pursuant to this Ordinance,

shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance, and with the Form of Bond to be modified pursuant to, and completed with information set forth in, the Pricing Certificate.

(a) [Form of Bond]

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF GARLAND, TEXAS GENERAL OBLIGATION PENSION BOND TAXABLE SERIES 2025	PRINCIPAL AMOUNT \$_____
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Interest Rate	Dated Date	Maturity Date	CUSIP No.
	_____, 20__	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

ON THE MATURITY DATE specified above, the City of Garland, Texas, in Dallas, Collin and Rockwall Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date at the Interest Rate per annum specified above. Interest is payable on _____, 20__ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of Zions Bancorporation, National Association, Amegy Bank Division, in Houston, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to

the Registered Owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____, 20__, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$131,500,000 for the purpose of providing funds (i) to pay a portion of the TMRS Unfunded Liability as a partial refinancing of the commitment of the Issuer to fund its TMRS Unfunded Liability, and (ii) to pay the costs associated with the issuance of the Bonds.

ON _____, 20__, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

[THE BONDS scheduled to mature on _____ in the years ____ and ____ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond Maturity: February 15, 20__		Term Bond Maturity: February 15, 20__	
Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
February 15, 20__	\$ _____	February 15, 20__	\$ _____
February 15, 20__	_____	February 15, 20__	_____
February 15, 20__	_____	February 15, 20__	_____
February 15, 20__ (maturity)	_____	February 15, 20__ (maturity)	_____

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.]

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date or any prerequisite set forth in such notice of redemption. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received or such prerequisites were not met and shall rescind the redemption.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The Form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, of the Mayor Pro-Tem) and

countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

[INSERT BOND INSURANCE LEGEND, IF ANY]

(b) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Comptroller's Registration Certificate)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

ZIONS BANKCORPORATION, NATIONAL
ASSOCIATION, AMEGY BANK DIVISION
Houston, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____.

Please insert Social Security or Taxpayer Identification Number of Transferee

(Please print or typewrite name and address, including zip code, of Transferee.)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) [Form of Comptroller's Registration Certificate]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) [Initial Bond Insertions]

(i) The Initial Bonds shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF GARLAND, TEXAS, in Dallas, Collin and Rockwall Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments (\$)</u>	<u>Interest Rates (%)</u>
--------------	------------------------------------	---------------------------

(Information from Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date at the respective Interest Rate per annum specified above. Interest is payable on _____, 20____, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its

authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

SECTION 5. INTEREST AND SINKING FUND.

(a) A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds, together with any accrued interest received upon sale of the Bonds, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest becomes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures or is scheduled for redemption (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year). Said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures or is scheduled for redemption, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section and Section 9, respectively, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the Registered Owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

SECTION 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether

such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Obligations. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in Subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the Registered Owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Government Obligations are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Government Obligations or the substitution of other Government Obligations upon the satisfaction of the requirements specified in Subsection (a)(i) or (ii) of this Section. All income from such Government Obligations received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) Unless modified in the Pricing Certificate, the term "Government Obligations" means any securities and obligations now or hereafter authorized by state law that are eligible to discharge obligations such as the Bonds, including (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

SECTION 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Ordinance, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining to the Initial Bonds pending their delivery and their investigation, examination, and approval by the Attorney General, and their registration by the Comptroller. Upon registration of an Initial Bond said Comptroller (or a deputy designated in writing to act for said

Comptroller) shall manually sign the Comptroller's Registration Certificate attached to the Initial Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Initial Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with the issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or Mayor Pro-Tem, and the Mayor or Mayor Pro-Tem is hereby authorized to execute such engagement letter.

SECTION 9. APPROVAL OF ESCROW AGREEMENT. An "Escrow Agreement" (the "Escrow Agreement") by and between the Issuer and Zions Bancorporation, National Association, as escrow agent (the "Escrow Agent"), in substantially the form and substance submitted to the City Council at the meeting at which this Ordinance is adopted is hereby approved. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the Issuer and as the act and deed of this City Council; and such Escrow Agreement as executed by the Pricing Officer shall be deemed approved by the City Council and constitute the Escrow Agreement herein approved. In addition, the Pricing Officer is authorized to purchase such securities, to execute such subscriptions for the purchase of the Authorized Securities (as defined in the agreement), if any, and to authorize such contributions for the escrow fund as provided in the agreement.

SECTION 10. COVENANTS REGARDING TAXABLE BONDS.

(a) To the extent required by the Internal Revenue Code of 1986, as amended (the "Code"), and the rules and regulations of the United States Department of the Treasury, it shall be the duty of the Paying Agent/Registrar to report to the owners of the Bonds and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Bonds and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Bonds required to be included in the gross income of the owners thereof for federal income tax purposes.

(b) It is the intention of the Issuer that the Bonds not be obligations described in section 103 of the Code interest on which is excludable from the gross income of the holders and in that regard the Issuer agrees not to file a form 8038 G, or any comparable information return relating to tax-exempt obligations, with the Internal Revenue Service.

SECTION 11. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) Each Series of Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 2 hereof through a negotiated sale, competitive sale or private placement and pursuant to the terms and provisions of a purchase contract or a notice of sale and official bid form (in each case, a "Purchase Agreement"), the terms and provisions of which are to be determined by the Pricing Officer in accordance with Section 2 hereof, and in which the purchaser or purchasers of the Bonds (the "Purchaser") shall be designated. The Pricing Officer is hereby authorized to execute and deliver one or more Purchase

Agreements for and on behalf of the Issuer. The Bonds shall initially be registered in the name of the Purchaser or its designee.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the City, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to the Bonds to be used by the Purchaser in the marketing of the Bonds.

(c) The Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer, including commitment agreements, membership agreements in mutual insurance companies and other similar agreements.

(d) The Mayor and Mayor Pro Tem, City Manager, Finance Director and City Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Pricing Certificate, the Bonds, the sale of the Bonds, the Escrow Agreement, any Purchase Agreement and any official statement or other offering document. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 12. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds issued for the Projects shall be used along with other Bond proceeds for the Projects; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Bond proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 13. PROCEEDS OF SALE; INVESTMENTS.

(a) The proceeds of sale of the Bonds, excluding any accrued interest received from the initial purchaser of the Bonds, amounts designated to pay costs of issuance of the Bonds, amounts to pay municipal bond insurance policy premium and any other amounts to be deposited into the Interest and Sinking Fund, shall be deposited with TMRS and/or the Escrow Agent, in such amounts as provided in the Pricing Certificate. The proceeds from the sale of the Bonds not so deposited with TMRS and/or the Escrow Agent, shall be disbursed for payment of costs of issuance, municipal bond insurance premium, if any, or deposited to the Interest and Sinking Fund. Upon payment of all such costs, any moneys remaining on deposit in any funds or accounts, including investment earnings, shall be transferred to the Interest and Sinking fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Bonds (including investment earnings thereon) issued for the Projects and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

SECTION 14. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data (the "Annual Operating Report") with respect to the Issuer of the general type included in the final official statement authorized by this Ordinance, being the information described in the Pricing Certificate. The Issuer will additionally provide financial statements of the Issuer (the "Financial Statements"), that will be (i) prepared in accordance with the accounting principles described in the Pricing Certificate or such other accounting principles as the Issuer may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in the final official statement and (ii) audited, if the Issuer commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2025. The Issuer may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the Issuer shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more

documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of holders of the Bonds;
3. Bond calls;
4. Release, substitution, or sale of property securing repayment of the Bonds;
5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
6. Appointment of a successor or additional trustee or the change of name of a trustee; and
7. Incurrence of a Financial Obligation of the Issuer or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
6. Tender offers;
7. Defeasances;
8. Rating changes;
9. Bankruptcy, insolvency, receivership or similar event of an obligated person; and
10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Notwithstanding anything to the contrary in Section 15 hereof, the provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in

accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Amendment of the Rule. The provisions of this Section shall be revised by the Pricing Officer to reflect the requirements of the Rule if the Rule is amended after the adoption of this Ordinance but prior to the delivery of the Bonds so as to permit an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule. The provision of this Section may also be revised by the Pricing Officer prior to the delivery of the Bonds if the Pricing Officer determine such revisions are necessary or desirable. Any such revisions shall be set forth in the Pricing Certificate and are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary.

SECTION 15. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount a majority of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds that are the subject of a proposed amendment, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the affected outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the affected outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any affected outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on affected outstanding Bonds or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment.

Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of the notice as provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the mailing of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of a majority in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

SECTION 16. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or agents of the Issuer or the members of its governing body.

SECTION 17. BONDS AS REFINANCING. A Bond issued in accordance with this Ordinance, Chapter 107 and Chapter 1371 is a refunding bond issued as a partial refinancing of the Issuer's TMRS Unfunded Liability.

SECTION 18. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount, which together with capitalized interest received from the sale of the Bonds, if any, will be sufficient to pay such debt service, and such amount shall be used for no other purpose.

SECTION 19. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

SECTION 20. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.



GARLAND

CITY COUNCIL STAFF REPORT

8

Meeting Date: July 22, 2025

Title: Consider a Resolution Suspending the July 31, 2025, Effective Date of Oncor's Requested Rate Change

Submitted by: Matthew Watson, Managing Director-Financial Services

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Issue / Summary

At the July 7, 2025, Work Session City Council was briefed on a requested rate change from the Oncor Electric Delivery Company and staff presented an ordinance to suspend the effective date of these rate changes (July 31, 2025) by 90 days to give the City and the Steering Committee of Cities Served by Oncor time to review the request and recommend appropriate action at a later Council meeting.

Background

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025, with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million, or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

The attached resolution suspends the July 31, 2025, effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

Consideration / Recommendation

Staff recommends approval of this resolution to suspend the July 31, 2025, effective date of Oncor's requested rate change.

Attachments

- A. Oncor 2025 RC Suspension Resolution (002)

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF _____
SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF
ONCOR ELECTRIC DELIVERY COMPANY'S
REQUESTED RATE CHANGE TO PERMIT THE CITY
TIME TO STUDY THE REQUEST AND TO ESTABLISH
REASONABLE RATES; APPROVING COOPERATION
WITH THE STEERING COMMITTEE OF CITIES SERVED
BY ONCOR TO HIRE LEGAL AND CONSULTING
SERVICES AND TO NEGOTIATE WITH THE COMPANY
AND DIRECT ANY NECESSARY LITIGATION AND
APPEALS; FINDING THAT THE MEETING AT WHICH
THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC
AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS
RESOLUTION TO THE COMPANY AND LEGAL
COUNSEL FOR THE STEERING COMMITTEE**

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of _____ a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the City of _____ is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

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

5. A copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

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

Mayor, City of _____

ATTEST:



GARLAND

CITY COUNCIL STAFF REPORT

9

Meeting Date: July 22, 2025

Title: Z 25-03 The Kroger Co. (District 1)

Submitted by: Elisa Morales, Administrative Services Supervisor

Strategic Focus Area: Growing Economic Base

Issue / Summary

Zoning Ordinance Z 25-03 The Kroger Co.

Background

Zoning Case Z 25-03 was approved via public hearing during the July 8, 2025 City Council meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

- A. Z 25-03 Ordinance
- B. Z 25-03 Exhibit A
- C. Z 25-03 SUP Conditions
- D. Z 25-03 Concept Plan

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) A SPECIFIC USE PROVISION (SUP) FOR FUEL PUMPS, RETAIL USE AND 2) A CONCEPT PLAN FOR A FUEL PUMPS, RETAIL USE ON A 6.183-ACRE TRACT OF LAND ADRESSED AS 6850 N. SHILOH ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 12th day of May 2025, the Plan Commission did consider and make recommendations on a certain request for (1) a Specific Use Provision (SUP) for Fuel Pumps, Retail Use for a period of 20 years and 2) a Concept Plan for a Fuel Pumps, Retail Use by **The Kroger Co.**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving (1) a Specific Use Provision (SUP) for Fuel Pumps, Retail Use for a period of 20 years and 2) a Concept Plan as shown in "Exhibit C" for a Fuel Pumps, Retail Use and being more particularly described in "Exhibit A," attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code, except as otherwise specified by the conditions identified in "Exhibit B", attached hereto and made a part hereof.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

FILE NO. Z 25-03

PASSED AND APPROVED this _____ day of _____,
2025.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

Exhibit A
Legal Description

Being a tract of land, situated in the Lewis Ferris Survey, Abstract No. 477, in the City of Garland, Dallas County, Texas, and being all a part of Lot 5R2 and 5R3, Block 1, of SHILOH SPRINGS RETIAL ADDITION THIRD REPLAT, an addition to the City of Garland, as recorded under Instrument No. 200900062204, of the Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said tract being more particularly described, as follows:

BEGINNING at a 5/8" iron rod with a yellow plastic cap stamped "NTS" set (herein after referred to as a capped iron rod set) for the most northerly northwest corner of said Lot 5R2, same being the most westerly southwest corner of Lot 5R1, of said addition, said corner also being in the easterly monumented line of Shiloh Road;

THENCE along the common line between said Lot 5R2 and Lot 5R1, the following (3) three courses and distances:

1. North 89°21'29" East, a distance of 273.19' to an "X" set for corner;
2. South 00°38'54" East, a distance of 97.89' to an "X" set for corner;
3. North 89°21'04" East, a distance of 343.06' to a capped iron rod set for the most easterly northeast corner of said Lot 2, same being the most southerly southeast corner of said Lot 5R1, said corner also being in the westerly line of Lot 1, Block 1, of SEVEN OAKS ADDITION, an addition to the City of Garland, as recorded in Volume 96230, Page 1759, of the Map Records, Dallas County, Texas (M.R.D.C.T.);

THENCE along the common line between said Lot 5R2 and Lot 1, the following (3) three courses and distances:

1. South 28°54'49" East, a distance of 20.26' to a capped iron rod set for corner;
2. South 00°38'31" East, a distance of 200.00' to a 1/2" iron rod with orange plastic cap stamped "RPLS 5735" found for corner;
3. South 29°07'20" West, a distance of 90.06' to a capped iron rod set for corner, being the most easterly southeast corner of said Lot 5R2, same being the most easterly northeast corner of the aforementioned Lot 5R3;

THENCE along the common line between said Lot 5R2 and Lot 5R3, the following (2) two courses and distances:

1. South 89°19'37" West, a distance of 307.91' to an "X" set for corner;
2. South 00°38'54" East, a distance of 80.38' to an "X" set for corner;

THENCE South 89°21'29" West, continuing along the common line between said Lot 5R2 and Lot 5R3, passing a common corner between the two said lots, at a distance of 78.57', and continuing a total distance of 106.05' to an "X" set for corner;

THENCE South 00°38'31" East, over and across said Lot 5R2 and Lot 5R3, a distance of 225.92' to a capped iron rod set, for the southeasterly corner of the herein described tract, same being in the most westerly south line of said Lot 5R3, said corner also being in the

Exhibit A
Legal Description

northerly line of Lot 4R, Block 1, of SHILOH SPRINGS RETAIL ADDITION, an addition to the City of Garland, as recorded in Volume 99230, Page 22, M.R.D.C.T.;

THENCE South 89°21'29" West, along the common line between said Lot 5R3 and Lot 4R, a distance of 157.83' to a capped iron rod set for corner, being in the easterly monumented line of Shiloh Road, said corner being the most westerly southwest corner of said Lot 5R3, same being the northwesterly corner of said Lot 4R;

THENCE in a northerly direction, along the easterly monumented line Shiloh Road, the following (3) three courses and distances:

1. North 02°37'30" West, a distance of 354.58' to a 1/2" iron rod with a red plastic cap found (illegible) for corner;

2. North 00°10'47" West, a distance of 320.42' to a 1/2" iron rod with a red plastic cap found (illegible) for corner, being at the beginning of a curve to the right, having a radius of 2850.00', a central angle of 00°30'50", and a chord which bears, North 00°04'38" East, a chord distance of 25.56';

3. Thence along said curve to the right, in a northeasterly direction, an arc length of 25.56' to the POINT OF BEGINNING and containing 269,342 square feet or 6.183 acres of land, more or less.

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 25-03

6850 N. Shiloh Road

[Requested by the Applicant]

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Fuel Pumps, Retail use.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Planned Development (PD) District 98-28 and Site Development Standards as set forth in Chapter 2 and 4 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Concept Plan:**

Concept Plan: The site shall be in general conformance with the approved Concept Plan. The concept plan shall be used to represent the general idea of the proposed land use and site elements. The concept plan shall not supersede, and shall be subordinate to, the standards, requirements, and conditions of the GDC, Technical Standard Manual (TSM), a, City code, or the approved SUP.

- I. Abandonment:** In the event the land use for which this Specific Use Provision was granted ("Land Use") is abandoned, the SUP and all rights to the Land Use are automatically terminated, and the premises must be used in conformance with the PD, GDC, federal, and state law.

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

- A. A failure to apply for a site or building permit on the premises, where applicable, within 180 days of the effective date of this SUP;

- B. A failure to obtain a certificate of occupancy for the Land use within 730 days of the effective date of this SUP;
- C. A failure to commence operating the Land Use on the premises within 90 days of receiving a final certificate of occupancy for the Land Use;
- D. Discontinuance of the Land Use for a period of 180 days;
- E. Applying for, and receiving, a new Certificate of Occupancy for a use other than the Land Use; or
- F. Operating a use on the premises, whether as a primary or secondary use, that is not allowed within the PD District, by the GDC, or by state or federal law.

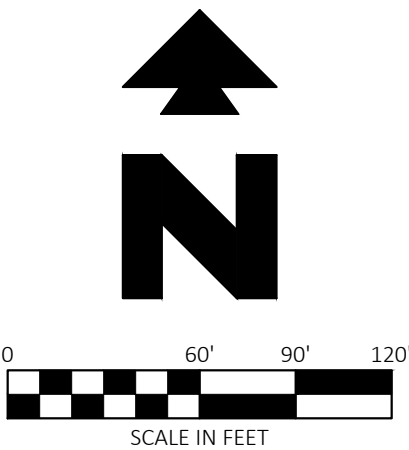
The termination of utilities on the premises for a period of 180 calendar days is prima facie evidence of abandonment and the owner shall have the burden to prove that the Land Use has not been abandoned.

V. Specific Regulations:

- A. SUP Time Period: The Specific Use Provision for a Fuel Pumps, Retail Use shall be in effect for a period of 20 years.

Exhibit C

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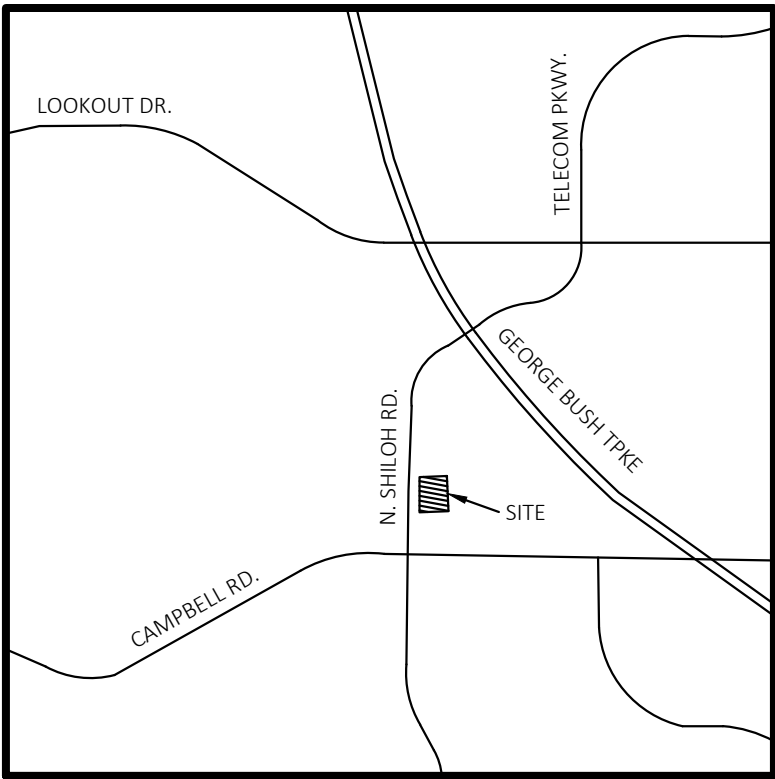
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710 W PINE DALE AVE
FRESNO, CA 93711
PHONE: (559) 447-3119
FAX: (559) 447-3129

SITE ZONING: PD CR 98-28

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SITE AREA PRE PLAT	248,147 SF	SITE AREA POST PLAT	269,327 SF



VICINITY MAP
NOT TO SCALE

FIT CONSULTATION NUMBER:
240425-2

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- EXISTING ACCESS DRIVES
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LEGAL DESCRIPTION LOT 5R2 AND LOT 5R3 BLOCK 1 SHILOH SPRINGS RETAIL ADDITION		
CITY: GARLAND	STATE: TEXAS	
COUNTY: DALLAS	SURVEY: NORTH TEXAS SURVEYING LLC	FIT NO. 240425-2

KROGER FUEL - 557
6850 N. SHILOH ROAD
GARLAND, TX

PRELIMINARY
NOT FOR
CONSTRUCTION

PROFESSIONAL OF RECORD	POR
PROJECT MANAGER	MS
DESIGNER	EN
CEI PROJECT NUMBER	96000
DATE	4/23/2025

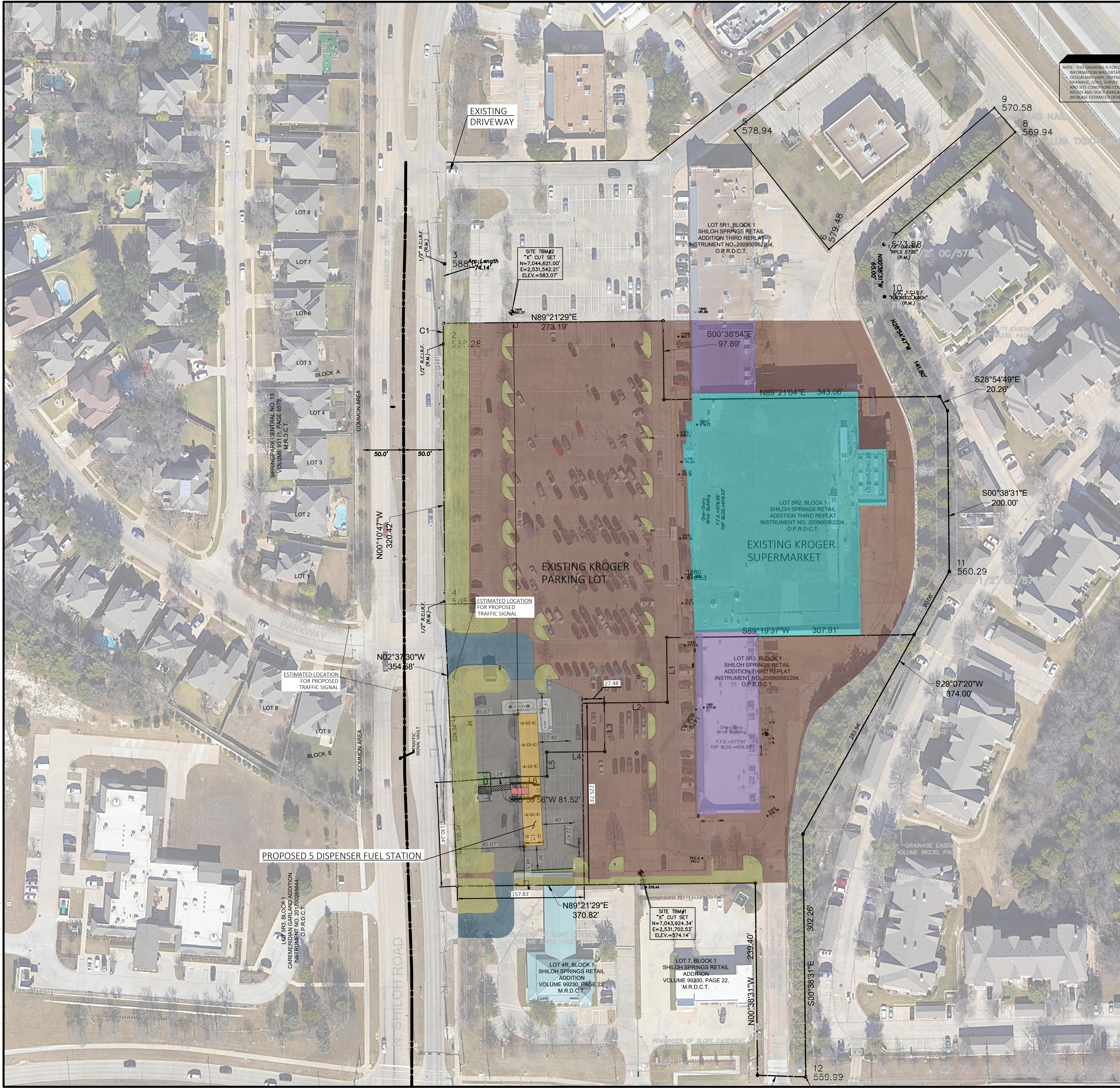
CONCEPTUAL SITE
PLAN

SHEET TITLE
SHEET NUMBER

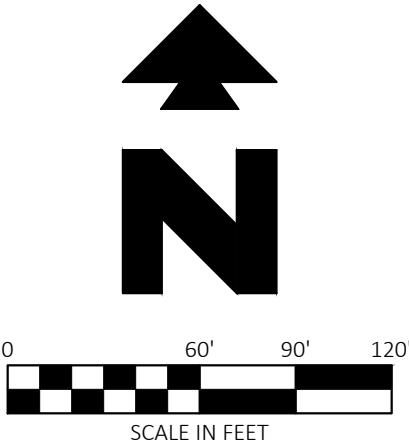
CSP-1

DRAWING LOCATION: P:\32000\32882\0 DRAWINGS\CONCEPT\32882-KROGER-557-GARLAND-TX-CSP-1 COLOR.DWG - SAVED BY: EMARTINEZ
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DRAWING LOCATION: P:\32000\3282\0 DRAWINGS\CONCEPT\13\882-KROGER-557-GARLAND-TX.CSP-3 COLOR.DWG - SAVED BY: E.MARTINEZ



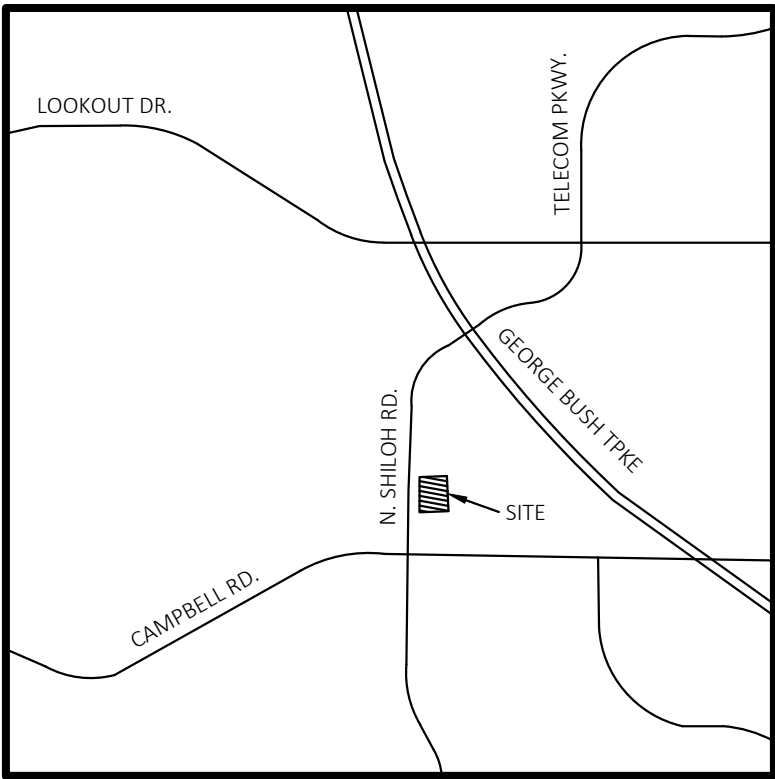
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VICINITY MAP
NOT TO SCALE

FIT CONSULTATION NUMBER:
240425-2

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COUNTY: DALLAS	SURVEY: NORTH TEXAS SURVEYING LLC	FIT NO. 240425-2



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KROGER FUEL - 557
6850 N. SHILOH ROAD
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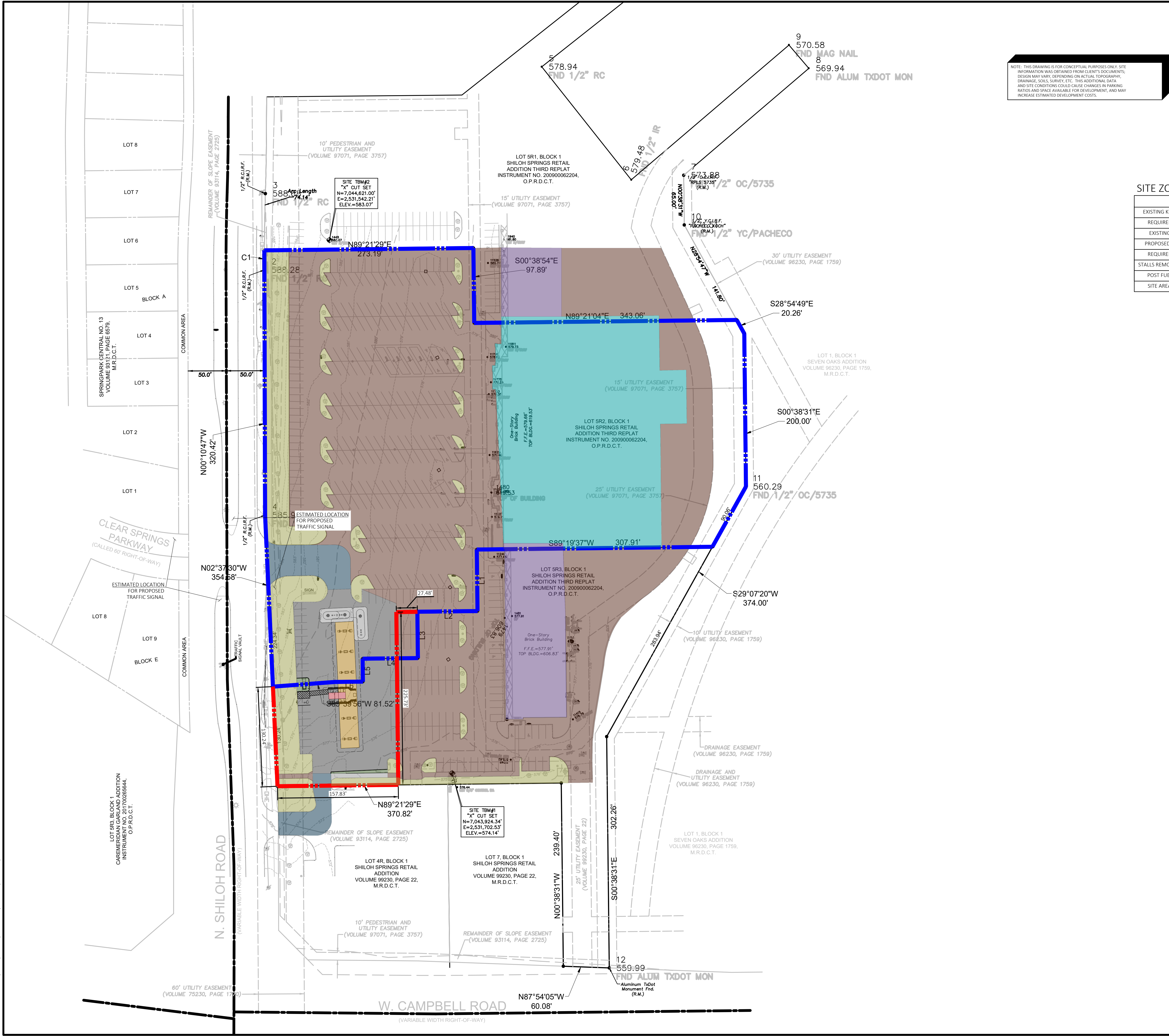
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PROJECT MANAGER	MS
DESIGNER	EN
CEI PROJECT NUMBER	96000
DATE	4/23/2025

CONCEPTUAL SITE
PLAN

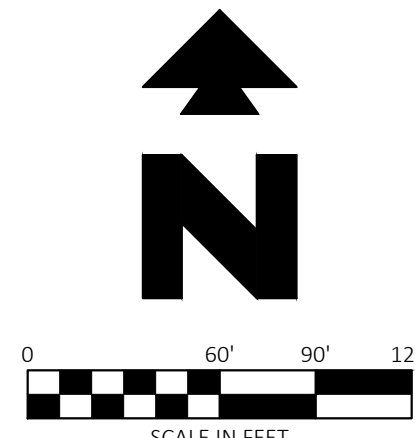
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SHEET NUMBER

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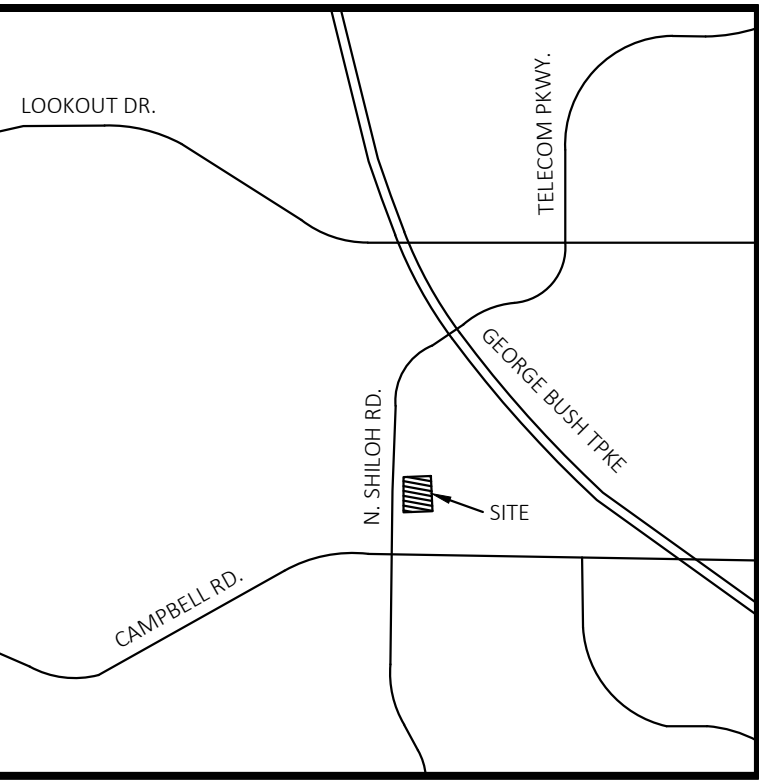
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VICINITY MAP
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240425-2

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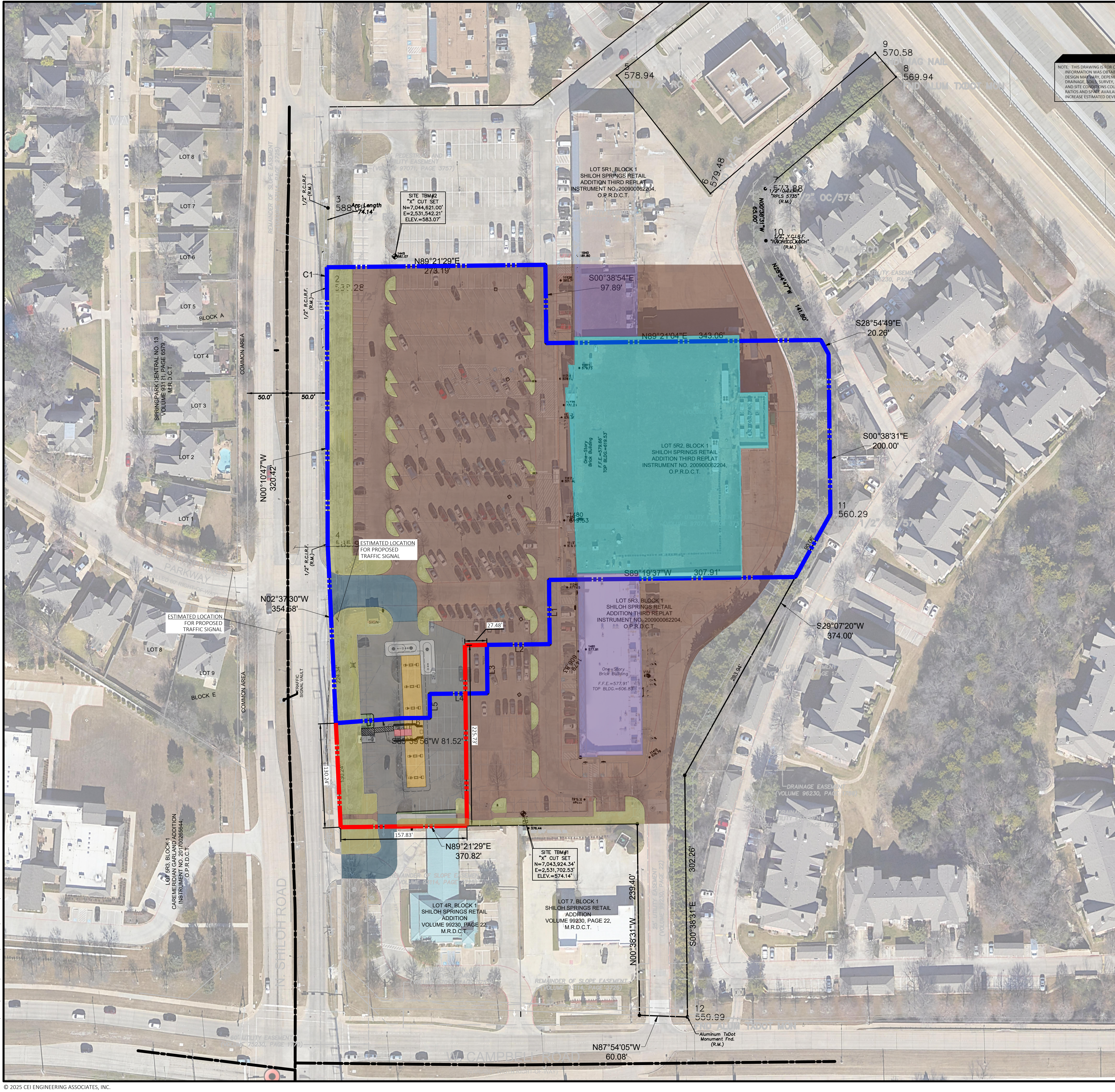
PROFESSIONAL OF RECORD	POR
PROJECT MANAGER	MS
DESIGNER	EN
CEI PROJECT NUMBER	96000
DATE	4/23/2025

CONCEPTUAL SITE
PLAN PROPERTY
EXHIBIT

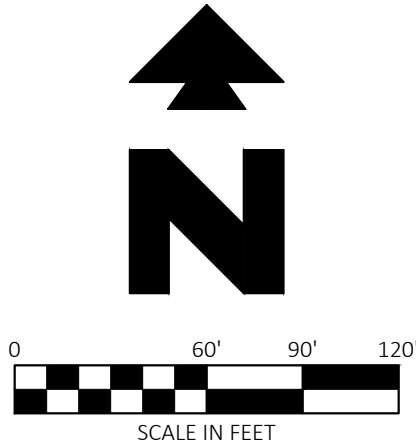
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SHEET NUMBER

CSP-1E

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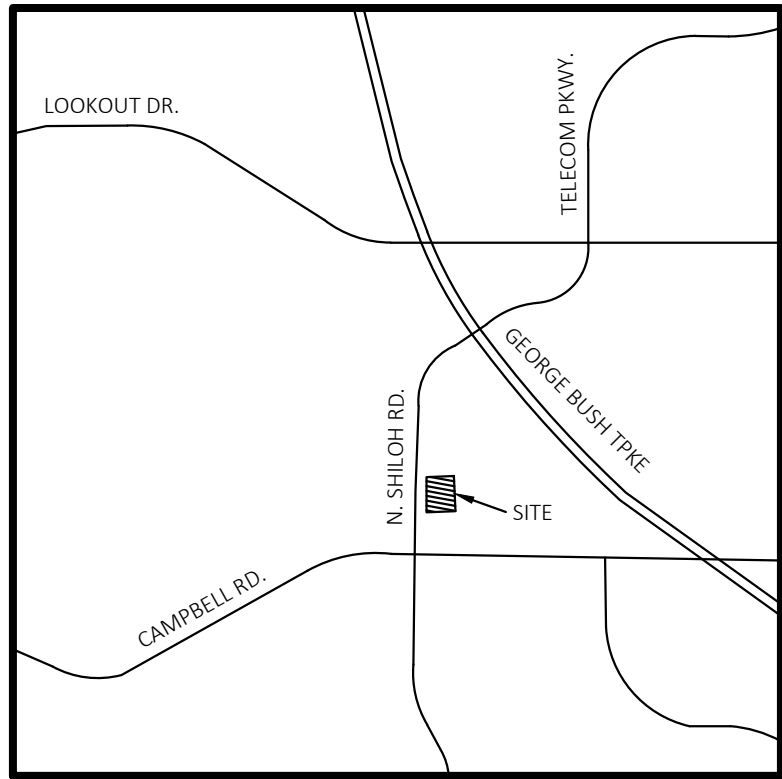
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CONSTRUCTION

PROFESSIONAL OF RECORD	POR
PROJECT MANAGER	MS
DESIGNER	EN
CEI PROJECT NUMBER	96000
DATE	4/23/2025

CSP-3AE
CONCEPTUAL SITE
PLAN PROPERTY
EXHIBIT

SHEET TITLE
SHEET NUMBER

CSP-1AE



GARLAND

CITY COUNCIL STAFF REPORT

10

Meeting Date: July 22, 2025

Title: Z 25-11 ZoneDev (District 6)

Submitted by: Elisa Morales, Administrative Services Supervisor

Strategic Focus Area: Growing Economic Base

Issue / Summary

Zoning Ordinance Z 25-11 ZoneDev

Background

Zoning Case Z 25-11 was approved via public hearing during the July 8, 2025 City Council meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

- A. Z 25-11 Ordinance
- B. Z 25-11 Exhibit A
- C. Z 25-11 PD Conditions
- D. Z 25-11 Concept Plan

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) A PLANNED DEVELOPMENT FOR DWELLING, SINGLE FAMILY ATTACHED USES ON A PROPERTY ZONED PLANNED DEVELOPMENT (PD) DISTRICT 17-18 FOR COMMUNITY RETAIL USES AND (2) A CONCEPT PLAN FOR A DWELLING, SINGLE FAMILY ATTACHED USE ON A 12.62 ACRE TRACT OF LAND LOCATED AT 1800 NORTH JUPITER ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 9th day of June 2025, the Plan Commission did consider and make recommendations on a certain request for (1) a Planned Development for Dwelling, Single Family Attached Uses on a property zoned Planned Development (PD) District 17-18 for Community Retail Uses and (2) a Concept Plan for a Dwelling, Single Family Attached Use by **ZoneDev**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving (1) a Planned Development for Dwelling, Single Family Attached Uses on a property zoned Planned Development (PD) District 17-18 for Community Retail Uses and (2) a Concept Plan as shown in "Exhibit C" for a Dwelling, Single Family Attached Use on a 12.62 acre tract of land located at 1800 North Jupiter Road and being more particularly described in "Exhibit A," attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code, except as otherwise specified by the

conditions identified in "Exhibit B", attached hereto and made a part hereof.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

FILE NO. Z 25-11

PASSED AND APPROVED this _____ day of _____,
2025.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 25-11

BEING a tract of land situated in the Levi Turner Survey, Abstract No. 1487, City of Garland, Dallas County, Texas, being Lot 3, Block 1, Realeins Addition Replat, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in Instrument Number 202200311834, Official Public Records, Dallas County, Texas, and being that tract of land described in Special Warranty Deed to SRRAF LLC, a Texas limited liability company, recorded in Instrument Number 202100163157, Official Public Records, Dallas County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner for the easternmost southeast corner of Lot 1, Block A, Richland Shopping Center No. 1, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in Volume 97119, Page 242, Deed Records, Dallas County, Texas, same lying in the west line of Lot 1, Block 1, Columbia Hospital Garland, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in Instrument Number 202300146402, Official Public Records, Dallas County, Texas;

THENCE South 00 degrees 35 minutes 43 seconds East, along the west line of said Lot 1, Block 1, a distance of 5.58 feet to a 5/8 inch iron rod found with yellow cap stamped "DUNAWAY" for the southwest corner of said Lot 1, Block 1;
THENCE North 89 degrees 21 minutes 31 seconds East, along the south line of said Lot 1, Block 1, a distance of 352.12 feet to a 1/2 inch iron rod found with gold plastic cap stamped "EAGLE" for the southeast corner of said Lot 1, Block 1;
THENCE North 00 degrees 47 minutes 10 seconds West, along the east line of said Lot 1, Block 1, a distance of 216.77 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "TXHS" for an angle point;

THENCE North 44 degrees 17 minutes 11 seconds East, continuing along the east line of said Lot 1, Block 1, a

EXHIBIT A

distance of 26.45 feet to a 5/8 inch iron rod found with yellow plastic cap stamped "MANHARD" for the northeast corner of said Lot 1, Block 1, same lying in the south right-of-way line of W. Buckingham Road (100' right-of-way);

THENCE North 89 degrees 21 minutes 31 seconds East, along the said south right-of-way line of W. Buckingham Road, a distance of 271.27 feet to a 5/8 inch iron rod found with yellow cap stamped "DUNAWAY" for the northwest corner of Virginia Park No. 2, Block G, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in Volume 70242, Page 64, Deed Records, Dallas County, Texas;

THENCE South 00 degrees 47 minutes 10 seconds East, along the west line of said Block G, a distance of 716.70 feet to a 5/8 inch iron rod found with yellow cap stamped "DUNAWAY" in the north right-of-way line of a 15 foot alley;

THENCE South 88 degrees 39 minutes 57 seconds West, along the said north right-of-way line of a 15 foot alley, passing at a distance of 259.51 feet a 1/2 inch iron rod found for the northeast corner of Virginia Park Addition, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in Volume 69126, Page 2243, Deed Records, Dallas County, Texas, and continuing for a total distance of 1135.35 feet to a point for corner in the east right-of-way line of Jupiter Road (variable width right-of-way), from which a "X" cut found in concrete bears South 09 degrees 59 minutes 04 seconds East 0.27 feet for witness;

THENCE North 01 degrees 20 minutes 03 seconds West, along the said east right-of-way line of Jupiter Road, a distance of 175.51 feet to a point for corner for an ell corner;

THENCE North 88 degrees 38 minutes 06 seconds East, continuing along the said east right-of-way line of Jupiter Road, a distance of 25.05 feet to a 5/8 inch iron rod found with yellow cap stamped "DUNAWAY" for an ell Corner;

THENCE North 01 degrees 21 minutes 57 seconds West, continuing along the said east right-of-way line of Jupiter Road, a distance of 91.45 feet to a Mag Nail set for the southeast corner of Lot 1, Block A, Richland Shopping Center No. 1, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in Volume 97119, Page 242, Deed Records, Dallas County, Texas;

EXHIBIT A

THENCE North 89 degrees 26 minutes 38 seconds East, along the south line of said Lot 1, Block A, a distance of 290.94 feet to a 5/8 inch iron rod found with yellow cap stamped "DUNAWAY" for the southeast corner of said Lot 1, Block A;
THENCE North 00 degrees 36 minutes 56 seconds West, along the southernmost east line of said Lot 1, Block A, a distance of 226.16 feet to a 5/8 inch iron rod found with yellow cap stamped "DUNAWAY" for an angle corner;

THENCE North 44 degrees 24 minutes 44 seconds East, along the east line of said Lot 1, Block A, a distance of 10.69 feet to a 5/8 inch iron rod found with yellow cap stamped "DUNAWAY" for an angle corner;

THENCE North 89 degrees 21 minutes 57 seconds East, along the northernmost south line of said Lot 1, Block A, a distance of 171.56 feet to the PLACE OF BEGINNING and containing 549,755 square feet of 12.621 acres of land more or less.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 25-11

1800 North Jupiter Road

- I. Statement of Purpose:** The purpose of this Planned Development (PD) is to allow and regulate the development of a Dwelling, Single-Family-Attached (townhouse).
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Single-Family-Attached (SFA) District as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- Concept Plan: Development shall be in general conformance with the Concept Plan labeled Exhibit C. In the event there is conflict between the approved Concept Plan and the Specific Regulations below, the Specific Regulations shall apply.
- V. Specific Conditions:**
- A. Concept Plan: The site layout, building placement, parking, walking paths, and other development proposed shall be in general conformance with the approved Concept Plan labeled Exhibit C.
- B. Lot Depth: Five (5) lots shall have a minimum lot depth requirement of 80 feet.
- C. Garages: Rear-entry garages shall be required.

Exhibit C

- NOTES:
1. SITE DESIGN AND CONSTRUCTION PLANS SHALL CONFORM TO ALL REQUIREMENTS OF THE GARLAND DEVELOPMENT CODE (GDC), TECHNICAL STANDARDS MANUAL (TSM), AND CITY CODES UNLESS AN APPROVED PD NARRATIVE CONDITION EXPRESSLY PROVIDES OTHERWISE. THE CONCEPT PLAN SHALL BE USED TO REPRESENT THE GENERAL IDEA OF THE PROPOSED LAND USE AND SITE ELEMENTS. THE CONCEPT PLAN SHALL NOT SUPERCEDE, AND SHALL BE SUBORDINATE TO, THE STANDARDS, REQUIREMENTS, AND CONDITIONS OF THE GDC, TSM, CITY CODE, OR THE APPROVED PD.
 2. THE EXISTING ACCESS EASEMENT FROM JUPITER ROAD TO THE SOUTHWEST CORNER OF THE PROPOSED DEVELOPMENT WILL BE USED AS A SECONDARY ACCESS POINT FOR THE FIRE DEPARTMENT. A METAL GATE WITH KNOX BOX FOR THE FIRE DEPARTMENT WILL BE INSTALLED WITH THE PROJECT. THIS EMERGENCY ACCESS LOCATION WILL NOT BE USED FOR PUBLIC VEHICULAR INGRESS/EGRESS.

LAND USE SUMMARY
12.621 Acres Existing PD 17-18 Zoning (lot 3, block 1)
12.621 Acres Proposed PD SFA Zoning

6.34 Acres Proposed PD-SFA
Proposed Density = 7.10 units/AC
Required Open Space = 0.634 Acres
Open Space Provided = 1.153 Acres
Maximum Lot Coverage = 75%

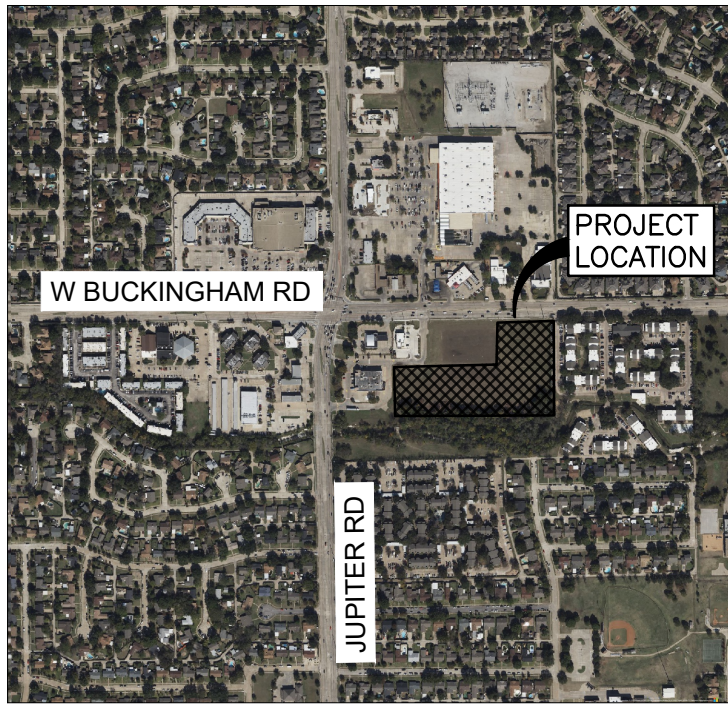
MINIMUM YARD SETBACKS
Adjacent to Street:
-Front = 10'
-Side = 10'
-Rear = 10'

Not Adjacent to Street
-Front = 5'
-Side = 5'
-Zero Lot Line for Units That Share a Common Wall

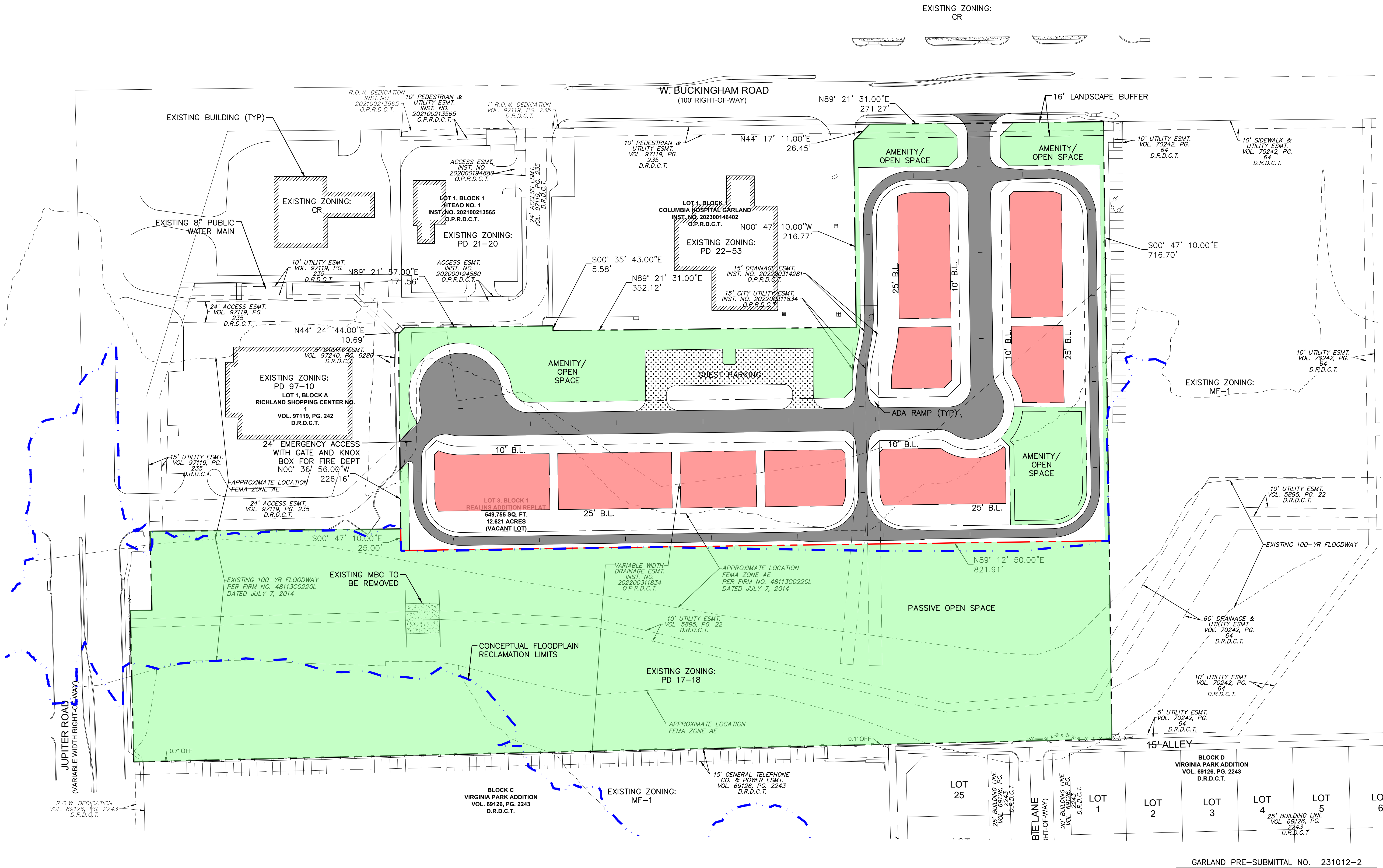
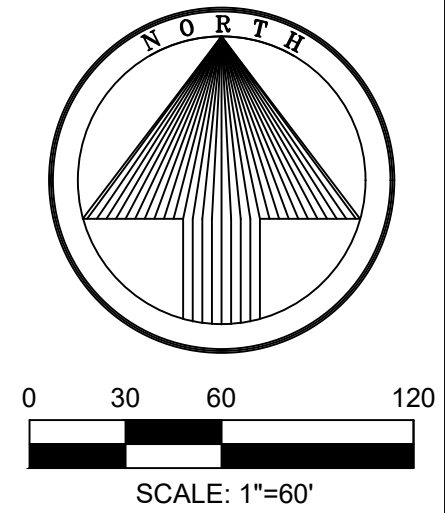
LEGEND	
---	PROPERTY LINE
---	EASEMENT
---	BUILDING SETBACK
---	STREET CENTERLINE
---	EXISTING CONTOUR
---	EXISTING SANITARY SEWER
---	EXISTING WATERLINE
---	PROPOSED WATERLINE
---	PROPOSED SANITARY SEWER
---	EXISTING STORM DRAIN
---	CONCEPTUAL FLOODPLAIN
---	PROPOSED PAVEMENT
---	TOWNHOME LOT ENVELOPE
---	AMENITY/OPEN SPACE
---	HOA GUEST PARKING

OWNER/DEVELOPER:
SRRAF LLC
625 SUNNINGDALE
RICHARDSON, TX 75081

CONTACT: MR. KHANDAKAR AMIN
PHONE: 347-659-1207
EMAIL: dallasgreenview@gmail.com



REV. 1
REV. 2
REV. 3
REV. 4
REV. 5



DCE, LLC
FORT WORTH, TEXAS
(817) 675-9875
Texas Firm No. 23914
jdavis@daviseng.org

PRELIMINARY
FOR REVIEW ONLY

These documents are for Design Review and not intended for Construction, Final Bidding, or Permit Purposes. They were prepared by or under the supervision of:

Jeffrey M. Davis
P.E.# 100302
Date: 07/28/2024

Drawn by: JRM
Checked by: JMD

SRRAF LLC
SCHEMATIC ENGINEERING PLANS
BUCKINGHAM VILLAS
CITY OF GARLAND, DALLAS COUNTY, TEXAS
CONCEPT PLAN

Job: 202402
SHEET
1

GARLAND PRE-SUBMITTAL NO. 231012-2



GARLAND

CITY COUNCIL STAFF REPORT

11

Meeting Date: July 22, 2025

Title: Z 25-14 ParchHAUS Firewheel, LP. (District 1)

Submitted by: Elisa Morales, Administrative Services Supervisor

Strategic Focus Area: Growing Economic Base

Issue / Summary

Z 25-14 Parchause Firewheel, LP.

Background

Zoning Case Z 25-14 was approved via public hearing during the July 8, 2025 Regular City Council meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

- A. Z 25-14 Ordinance
- B. Z 25-14 Exhibit A
- C. Z 25-14 Exhibit B
- D. Z 25-14 Exhibit C

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) A SPECIFIC USE PROVISION (SUP) FOR FUEL PUMPS, RETAIL USE AND 2) A CONCEPT PLAN FOR A FUEL PUMPS, RETAIL USE ON A 2.1039-ACRE TRACT OF LAND ADRESSED AS 3241 CASTLE DRIVE; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 9th day of June 2025, the Plan Commission did consider and make recommendations on a certain request for (1) a Specific Use Provision (SUP) for Fuel Pumps, Retail Use for a period of 25 years and 2) a Concept Plan for a Fuel Pumps, Retail Use by **Kimley-Horn**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving (1) a Specific Use Provision (SUP) for Fuel Pumps, Retail Use for a period of 25 years and 2) a Concept Plan as shown in "Exhibit C" for a Fuel Pumps, Retail Use and being more particularly described in "Exhibit A," attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code, except as otherwise specified by the conditions identified in "Exhibit B", attached hereto and made a part hereof.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

FILE NO. Z 25-14

PASSED AND APPROVED this _____ day of _____,
2025.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

BEING a 2.1039 acre (91,645 square foot) tract of land situated in the Reson Crist Survey, Abstract No. 225, City of Garland, Dallas County, Texas; said tract being a portion of Lot 2, Block 1, Parchaus Firewheel, an addition to the City of Garland according to the plat recorded in Instrument Number 202300155032, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) and a portion of a tract of land described in Special Warranty Deed to parcHAUS Firewheel LP recorded in Instrument Number 202200132141, O.P.R.D.C.T.; said tract being more particularly described as follows:

BEGINNING at an aluminum disk found stamped "SPIARS ENGINEERING ADDITION RPLS 5252" in the northwest right-of-way line of Castle Drive (a variable width right-of-way), said aluminum disk being the most easterly south corner of said Lot 2 and the east end of a right-of-way corner clip;

THENCE North 85°50'12" West, along said corner clip, a distance of 15.15 feet to a 1/2" iron rod found in the northeast right-of-way line of Firewheel Parkway (a variable width right-of-way), said iron rod being the most westerly south corner of said Lot 2 and the west end of said corner clip;

THENCE North 45°05'38" West, along the said northeast right-of-way line of Firewheel Parkway and the southwest line of said Lot 2, a distance of 235.00 feet to a point for corner;

THENCE North 44°48'22" East, departing the said northeast right-of-way line of Firewheel Parkway and the said southwest line of Lot 2, a distance of 238.36 feet to a point for corner in the north line of said Lot 2;

THENCE along the said north line of Lot 2 the following five (5) calls:

South 70°31'40" East, a distance of 59.00 feet to a point for corner;

North 85°34'41" East, a distance of 106.19 feet to a point for corner;

South 60°57'29" East, a distance of 121.66 feet to a point for corner;

North 85°00'29" East, a distance of 64.60 feet to a point for corner;

South 36°33'46" East, a distance of 28.01 feet to a point for corner in the said northwest right-of-way line of Castle Drive, said point being the east corner of said Lot 2;

THENCE South 53°26'14" West, along the southeast line of said Lot 2, a distance of 417.49 feet to the POINT OF BEGINNING and containing 91,645 square feet or 2.1039 acres of land, more or less.

SPECIFIC USE PROVISION

ZONING FILE Z 25-14

3241 Castle Rd

[Requested by the Applicant]

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

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

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

EXHIBIT B

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

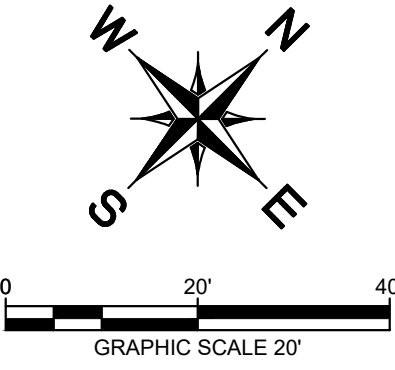
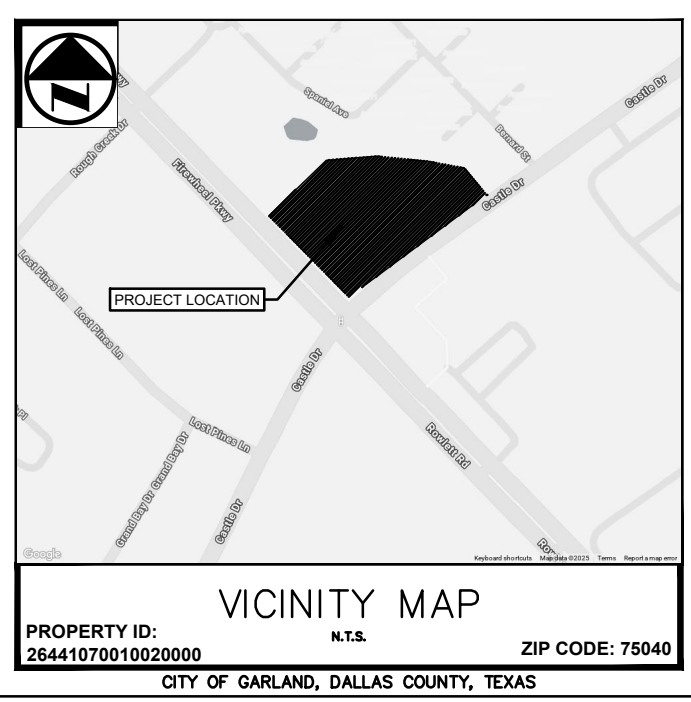
The termination of utilities on the premises for a period of 180 calendar days is prima facie evidence of abandonment and the owner shall have the burden to prove that the Land Use has not been abandoned.

V. Specific Regulations:

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

Exhibit C

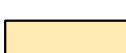
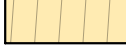
SITE DATA TABLE	
SITE AREA	2.1039 ACRES (91,645 SQ. FT.)
FIT MEETING NUMBER	CASE NO. 250313-1
EXISTING ZONING	PD-21-62 (BASE ZONING ON SITE: CR)
PROPOSED ZONING	PD-21-62 (BASE ZONING ON SITE: CR)
EXISTING LAND USE	UNDEVELOPED
PROPOSED LAND USE	CONVENIENCE STORE AND FUEL STATION



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

2. PER THE THOROUGHFARE PLAN, CASTLE DRIVE IS PROGRAMMED TO BE EXPANDED IN THE FUTURE. PER THE GDC, SECTION 347, THE DEVELOPER SHALL PAY ADDITIONAL IMPROVEMENTS TO THE ELEMENTS, THEN, CONCEPT ONE-SHALL NOT EXCEED IMPROVEMENTS ADJACENT TO THEIR PROPERTY, NOT TO EXCEED THE DEVELOPER'S PROPORTIONAL SHARE.

LEGEND

	PROPERTY OR LOT LINE
	PROPOSED ROW DEDICATION
	ADJACENT PROPERTY LINE
	PROPOSED FIRE LANE
	PROPOSED PAVEMENT
	PROPOSED SIDEWALK
	PROPOSED LANDSCAPE AREA
	PROPOSED BUILDING AREA
	EXISTING DRAINAGE EASEMENT
	PROPOSED FUEL CANOPY
	PROPOSED ROW DEDICATION (TO BE LANDSCAPED)

Kimley»»Horn

PRELIMINARY
FOR REVIEW ONLY
Not for construction, bidding, or
permit purposes.

Kimley»Horn

Engineer **STEPHANIE TUTT**
P.E. No. **145394** Date **APRIL 2025**

KHA PROJECT 060007503	DATE APRIL 2025	SCALE AS SHOWN	DESIGNED BY ST	DRAWN BY IC	CHECKED BY ST
--------------------------	--------------------	----------------	----------------	-------------	---------------

CASEYS GARLAND
FIREWHEEL

GARLAND, TEXAS

CONCEPT PLAN

SHEET NUMBER
CP-1

DEVELOPER:
Odyssey Services Group
9540 Garland Road, Suite 100
Dallas, TX 75218
Phone: (832) 373-7577
Contact: Narciso Lira

ENGINEER:
Kimley-Horn and Associates, Inc.
2600 N. Central Expy, Suite 400
Richardson, Texas 75080
Phone: (214) 617-0535
Contact: Stephanie Tutt, P.E.

OWNER
Parchaus Firewheel LP
10210 N. Central Expy, Suite 300
Dallas, Texas 75231
Phone: (214) 808-6094
Contact: Glenn Lanier



GARLAND

CITY COUNCIL STAFF REPORT

12

Meeting Date: July 22, 2025

Title: Z 25-22 Carlos Porras (District 2)

Submitted by: Elisa Morales, Administrative Services Supervisor

Strategic Focus Area: Growing Economic Base

Issue / Summary

Z 25-22 Carlos Porras

Background

Zoning Case Z 25-22 was approved via public hearing during the July 8, 2025 Regular City Council meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

- A. Z 25-22 Ordinance
- B. Z 25-22 Exhibit A
- C. Z 25-22 Exhibit B

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PROVISION (SUP) FOR A BREWERIES/WINERIES/DISTILLERIES USE IN A 5,000 SQUARE FEET SUITE ON PROPERTY ADDRESSED AS 532 MAIN STREET SUITE A; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 9th day of June 2025, the Plan Commission did consider and make recommendations on a certain request for a Specific Use Provision (SUP) for a Breweries/Wineries/Distilleries Use for an indefinite time period by **Lockwood Distilling Company**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving a Specific Use Provision (SUP) for a Breweries/ Wineries/ Distilleries use for an indefinite time period and being more particularly described in "Exhibit A," attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code, except as otherwise specified by the conditions identified in "Exhibit B", attached hereto and made a part hereof.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

FILE NO. Z 25-22

PASSED AND APPROVED this _____ day of _____,
2025.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 25-22

Lot 5, Block 9 of Embree Addition, City of Garland, Dallas
County, Texas.

SPECIFIC USE PROVISION

ZONING FILE Z 25-22

532 Main Street Suite A

[Requested by the Applicant]

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Breweries/Wineries/Distilleries Use.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Downtown District Downtown Historic (DH) sub-district as set forth in Chapter 7 of the Garland Development Code Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Abandonment:** In the event the land use for which this Specific Use Provision was granted ("Land Use") is abandoned, the SUP and all rights to the Land Use are automatically terminated, and the premises must be used in conformance with the PD, GDC, federal, and state law.

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

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

EXHIBIT B

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

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

V. Specific Regulations:

Time Period: The Specific Use Provision shall have an indefinite time period.

Planning Report

GDC Amendment 25-06

Agenda Item:

Meeting: City Council

Date: July 22, 2025



GARLAND

TEXAS MADE HERE

STRATEGIC FOCUS AREA

Growing Economic Base

REQUEST

A public hearing to consider amendments to Chapter 2 *Zoning Regulations*, Article 2, Division 1 *Application for Change of Zoning*, Section 2.05 Processing of Zoning Application, Plat, Plan, and Decision, which sets a 30-day maximum period for each postponement of municipal action on a plan or plat.

PLAN COMMISSION RECOMMENDATION

On June 24, 2025, the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of the proposed amendment.

BACKGROUND

Currently, [Section 2.05\(F\)\(9\)](#) of the Garland Development Code ("GDC") allows the Plan Commission, by written request of the applicant, to postpone a decision on the application of a plat or a plan for up to 30 days. Additional 30-day postponements may be requested and approved one at a time. This provision reflects a past Texas Local Government Code requirement, enacted in 2019 by Texas House Bill 3167, that applied a 30-day municipal approval or denial deadline to plats and plans, with a maximum 30-day postponement period.

In 2023, House Bill 3699 removed the 30-day action deadline and maximum postponement period requirement for plans. (These requirements remain for plats.) The GDC was amended to reflect the action deadline, but the postponement period maximum was not amended accordingly. This amendment attempts to clarify that provision in the GDC.

This amendment aligns the GDC with state requirements for postponement requests and approvals and removes an unnecessary confusion related to zoning case postponements when a plan is attached to the case. The state does not have restrictions on timelines for postponing zoning cases or associated plans.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance amendment.

ADDITIONAL INFORMATION

Proposed amendment text.

PREPARED BY:

Michael Wade
Planning Administrator (Long-Range)
Planning & Development
972-205-2450
mwade@garlandtx.gov

REVIEWED BY:

Nabila Nur, AICP
Planning Director
Planning and Development
972-205-2449
nnur@garlandtx.gov

ORDINANCE NO. XXXXX

AN ORDINANCE AMENDING REGULATIONS PERTAINING TO THE POSTPONEMENT OF PUBLIC HEARINGS AT PLANNING COMMISSION CHAPTER 2, "ZONING REGULATIONS," ARTICLE 2, DIVISION 1 "APPLICATION FOR CHANGE OF ZONING," SECTION 2.05 "PROCESSING OF ZONING APPLICATION, PLAT, PLAN, AND DECISION," OF THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND TEXAS.

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

Section 1

That Section 2.05 "Processing of Zoning Application, Plat, Plan, and Decision," of Chapter 2, Article 2, "Zoning Procedures," of the Garland Development Code of the City of Garland, Texas, is hereby amended to read as depicted in "Exhibit A":

Section 2

That Chapter 2 of the Garland Development Code shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 3

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

PASSED AND APPROVED this [] day of [] 2025.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED:

Exhibit A

CHAPTER 2 – ZONING REGULATIONS

ARTICLE 2 – ZONING PROCEDURES

DIVISION 1

APPLICATION FOR CHANGE OF ZONING

§ 2.05. Processing of Zoning Application, Plat, Plan, and Decision.

(G) Plan Commission – Public Hearing & Recommendation.

- (7) Postponement of Decision. ~~The Plan Commission may, by written request of the applicant, postpone making a decision on the application of a plan or plat. Upon approval of the Plan Commission, the postponement may be for a period not to exceed 30 calendar days, and does not require additional public notice is not required if such postponement is to a date certain. An applicant may request multiple 30-day postponements, but each must be approved by the Plan Commission. The Plan Commission may not request or require an applicant to request postponement, waive a deadline or other approval procedure under this GDC or chapter 212, subchapter A of the Texas Local Government Code.~~

Notwithstanding above subsection (F)(1), the Plan Commission shall extend the 30-day period described by that subsection for one or more periods, each not to exceed 30 days if:

(A) both;

- (i) the applicant requests the extension in writing to the municipal authority responsible for approving plats or the governing body of the municipality, as applicable; and
- (ii) the municipal authority or governing body, as applicable, approves the extension request; or

(B) Chapter 2007, Government Code, requires the municipality to perform a takings impact assessment in connection with the plan or plat.

The City may not request or require an applicant to waive a plat deadline or other plat approval procedure under the GDC or Chapter 212 of the Texas Local Government Code.”

REPORT & MINUTES

P.C. Meeting, June 23, 2025

2e. APPROVED Hold a public hearing to consider amendments to Chapter 2 Zoning Regulations, Article 2, Division 1 Application for Change of Zoning, Section 2.05 Processing of Zoning Application, Plat, Plan, and Decision, which sets a 30-day maximum period for each postponement of municipal action on a plan or plat.

Planning Administrator - Long Range Planning, Michael Wade, provided an overview of the amendments to Chapter 2 Zoning Regulations, Article 2, Division 1 Application for Change in Zoning, Section 2.05 Processing of Zoning Application, Plat, Plan and Decision, which sets a 30-day maximum period for each postponement of municipal action on a plan or plat, and remained available for questions.

Motion was made by Commissioner Jenkins to **approve** the amendment as presented with the condition that Sec. 2.05 g(7) is amended such that the c sub paragraph, the indentation is decreased so that the subsection becomes its own paragraph. Seconded by Commissioner Paris. **Motion carried: 9 Ayes, 0 Nays.**

Planning Report

File No: Z 25-12/District 5

Agenda Item:

Meeting: City Council

Date: July 22, 2025



GARLAND

TEXAS MADE HERE

STRATEGIC FOCUS AREA

Growing Economic Base

REQUEST

Hold a public hearing and consider approval of a Specific Use Provision (SUP) for a Food Processing and Storage use on property zoned Industrial (IN).

Plan Commission Recommendation

On June 23, 2025, with a vote of 9-0, the Plan Commission recommended approval of the request for a 25 year SUP with the condition that disease-resistant xeriscape planting in planters be added in front of the building.

LOCATION

2740 Oakland Street

APPLICANT

Wikkibear LLC

OWNER

Jason LaBarba

BACKGROUND

The subject property is currently occupied by a vacant building. The property was previously owned and operated by *Daisy Brands* for 29 years with the same proposed use: Food Processing & Storage. The former operation existed before the requirement of an SUP for this use.

SITE DATA

The subject site is a .9809-acre tract of land with a 21,000 SF building. Access to the site is from Oakland Drive.

USE OF PROPERTY UNDER CURRENT ZONING

The site is zoned Industrial (IN) District. The Industrial (IN) district is intended to provide for a wide range of industrial uses that are generally not compatible adjacent to residential neighborhoods and may or may not be compatible with some nonresidential uses. Such uses include manufacturing, processing, assembling, research and development, and warehousing and distribution. The Industrial district also accommodates support services for industrial development such as office, commercial, personal and professional services, and limited retail activities. The Industrial district regulations are designed to ensure compatibility among the various uses allowed in the district, and to protect adjacent non-industrial development from potentially incompatible uses and conditions.

CONSIDERATIONS

Specific Use Provision

1. The SUP Time period guide recommends 20-25 years for Food Processing & Storage. The applicant requests the maximum allowed time period.
2. Staff recommends that the applicant add landscaping on the site by adding planters in front of the building. Disease -resistant xeriscape planting materials in planters would be appropriate as they require less watering and maintenance.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Industry Center (Employment centers) for the subject site. Industry centers provide a cluster of trade and industry that cumulatively employ large numbers of people. Operations within this development type may require substantial infrastructure and may result in more significant negative impacts (sound, air, traffic, outdoor lighting, storage, etc.). Operations may include such elements as semi-truck traffic, loading docks, and visible outdoor storage. Overall, the architecture, character, scale, and intensity should be compatible with adjacent development types.

Industry centers are generally located along major arterial streets, and highways and at significant transit areas (bus/ rail). Site design addresses function and visual aesthetics that provide appropriate buffering at gateway corridors, between adjacent developments, and for residential neighborhoods. The food and processing storage use is compatible with the Future Land Use Map because it is an industrial use. The proposed use is compatible because it is industrial in nature and surrounded by similar uses.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The site is surrounded by Industrial (IN) Zoning. The property to the north is a recycling center. The site to the south is a railyard. The property to the east is a brick and paving materials supplier. The property to the west is a manufacturing company.

The proposed use is compatible with the surrounding land uses because it is industrial in nature and surrounded by similar uses. The property had been operating as a Food Processing and Storage use for 29 years.

STAFF RECOMMENDATION

Staff recommends approval of a Specific Use Provision (SUP) for a Food Processing & Storage use at this location for a 25-year time period on the condition that landscape planters be added in front of the building. Disease -resistant xeriscape planting materials in planters would be appropriate as they require less watering and maintenance.

ADDITIONAL INFORMATION

- i. Location Map
- ii. Site Photos
- iii. SUP Conditions

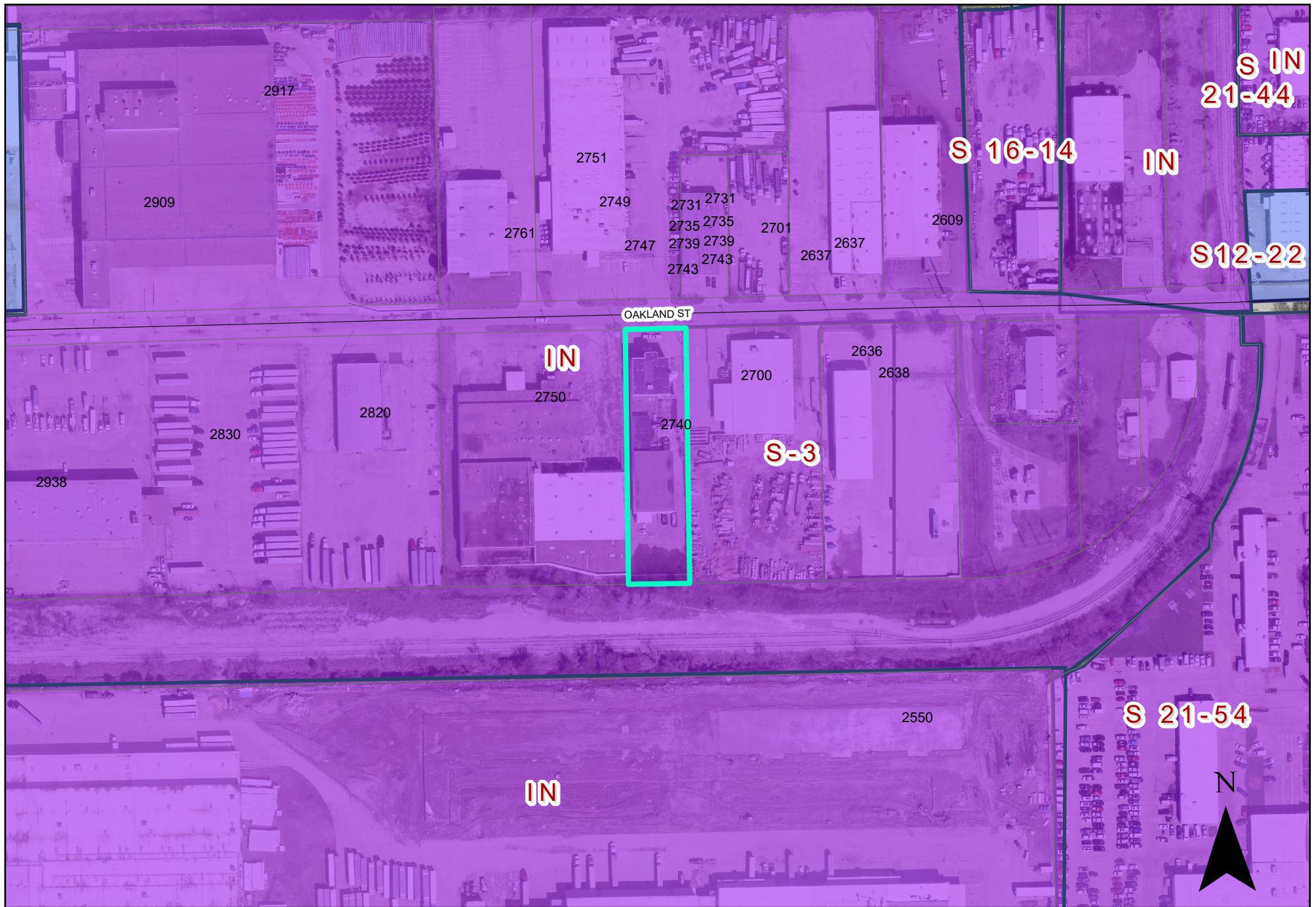
CITY COUNCIL DATE: July 22, 2025

PREPARED BY:

Emma Chetuya Ph.D., AICP
Planning Administrator
Planning & Development
972-205-2453
echetuya@garlandtx.gov

REVIEWED BY:

Nabila Nur, AICP
Planning Director
Planning & Development
972-205-2449
nnur@garlandtx.gov



0 200 400 Feet

Zoning Map 25-12

 INDICATES AREA OF REQUEST

2740 Oakland St



View of subject property facing south.



Facing north from subject property.



Facing east from subject property.



Facing west from subject property.

SPECIFIC USE PROVISION

ZONING FILE Z 25-12

2740 Oakland Street

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Food Processing & Storage Use.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Industrial (IN) district as set forth in Chapter 7 of the Garland Development Code Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Abandonment:** In the event the land use for which this Specific Use Provision was granted ("Land Use") is abandoned, the SUP and all rights to the Land Use are automatically terminated, and the premises must be used in conformance with the PD, GDC, federal, and state law.
- For the purposes of this Specific Use Provision, Abandonment is any of the following acts:
- A. A failure to apply for a site or building permit on the premises, where applicable, within 180 days of the effective date of this SUP;
 - B. A failure to obtain a certificate of occupancy for the Land use within 730 days of the effective date of this SUP;
 - C. A failure to commence operating the Land Use on the premises within 90 days of receiving a final certificate of occupancy for the Land Use;
 - D. Discontinuance of the Land Use for a period of 180 days;
 - E. Applying for, and receiving, a new Certificate of Occupancy for a use other than the Land Use; or

EXHIBIT B

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

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

V. Specific Regulations:

1. Time Period: The Specific Use Provision shall have a 25-year time period.
2. Landscape planters will be added in front of the building with disease -resistant xeriscape planting materials.

REPORT & MINUTES

P.C. Meeting, June 23, 2025

2c. APPROVED Consideration of the application of **Wikkibear, LLC.**, requesting approval of requesting approval of a Specific Use Provision for a Food Processing and Storage use on a property zoned Industrial (IN). The site is located at 2740 Oakland Street. (District 5) (File Z 25-12)

Planning Administrator - Development, Emma Chetuya, presented the request to the Commission and remained available for questions.

The applicant, Hugh Pender, 2201 Main Street, Dallas, TX 75201, provided an overview of the request and remained available for questions.

Motion was made by Commissioner Jones to close the public hearing and **approve** the application as presented with a 25-year SUP and with the addition of the landscape planters per staff recommendation. Seconded by Commissioner Paris. **Motion carried: 9 Ayes, 0 Nays.**



0 200 400 Feet	Zoning Map 25-12	INDICATES AREA OF REQUEST INDICATES NOTIFICATION AREA
-----------------------	--------------------------------	---

2740 Oakland St

Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 25-12	June 23, 2025	July 22, 2025	David Jones

Z 25-12 Wikkibear LLC. The applicant requests a Specific Use Provision for a Food Processing & Storage use. The property is zoned Industrial (IN). The site is located at 2740 Oakland Street. (District 5)

Scott LeMay

For

6/25/2025
3:42:41 PM

3233 Shield Lane

scottlemayd7@gmail.com

Garland

2147948904

Texas

United States

75044

Outside the Notification Area

This seems like a compatible use for this industrial area.

**Paramount
Products (Anna
Rosas)**

For

6/20/2025
7:55:32 PM

2750 Oakland St

anna@paramountcargocontrol.
com

Garland

214-703-8326

Texas

United States

75041

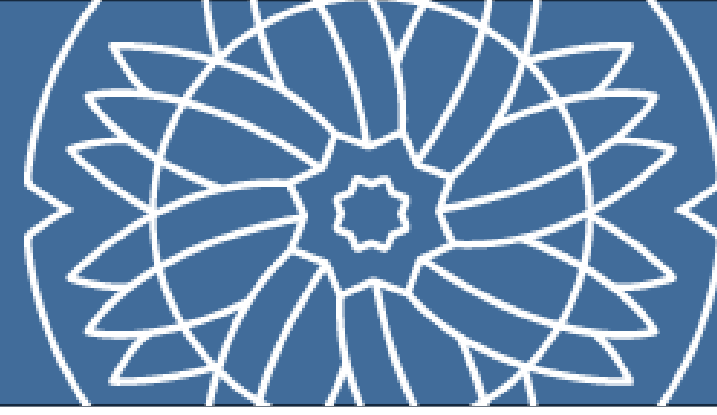
We are for new business.



GARLAND

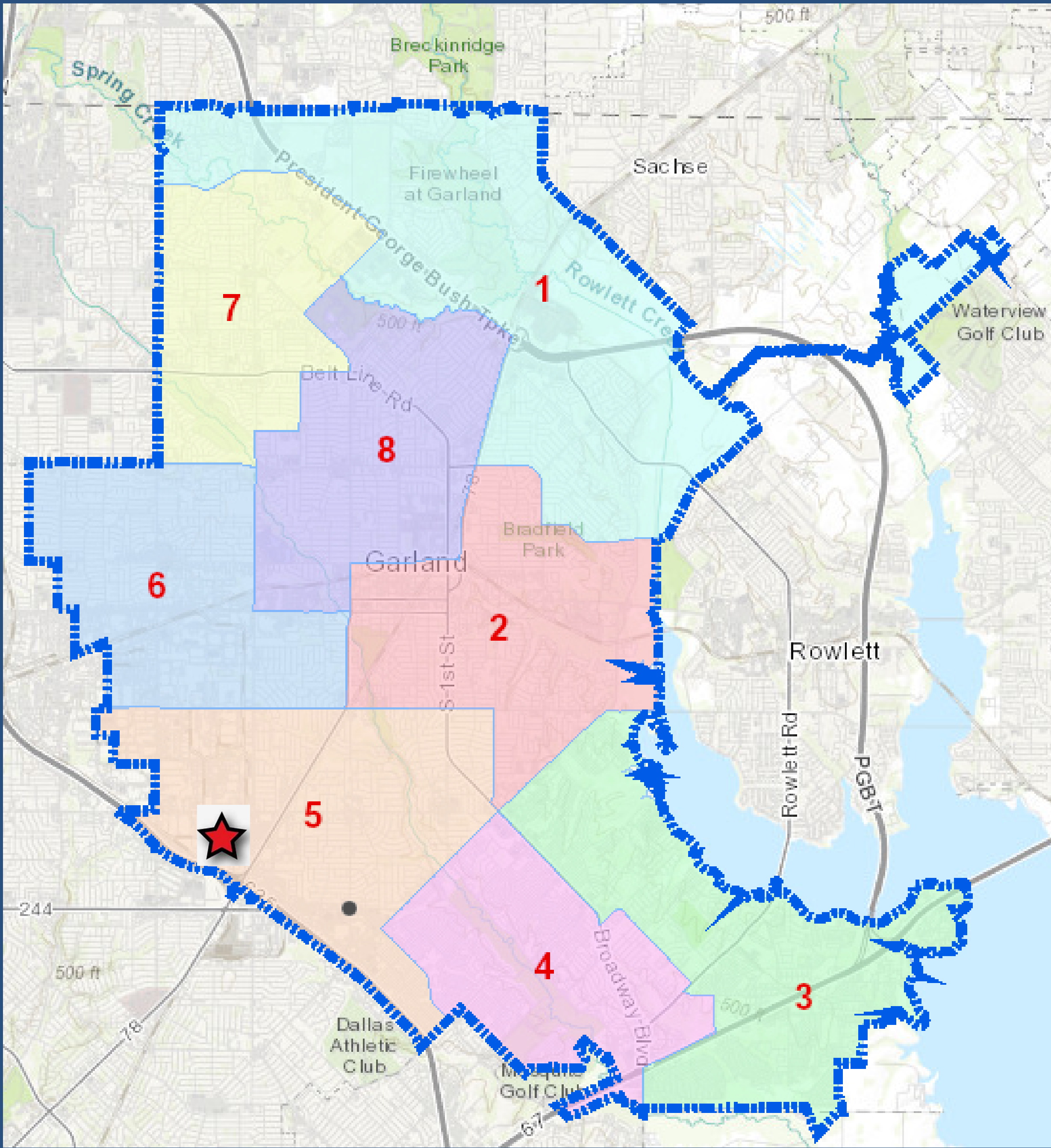
City Council Meeting

July 22, 2025



Request

The applicant requests a Specific Use Provision for a **Food Processing and Storage use** on property zoned Industrial (IN).



Case Information

Location: 2740 Oakland Street

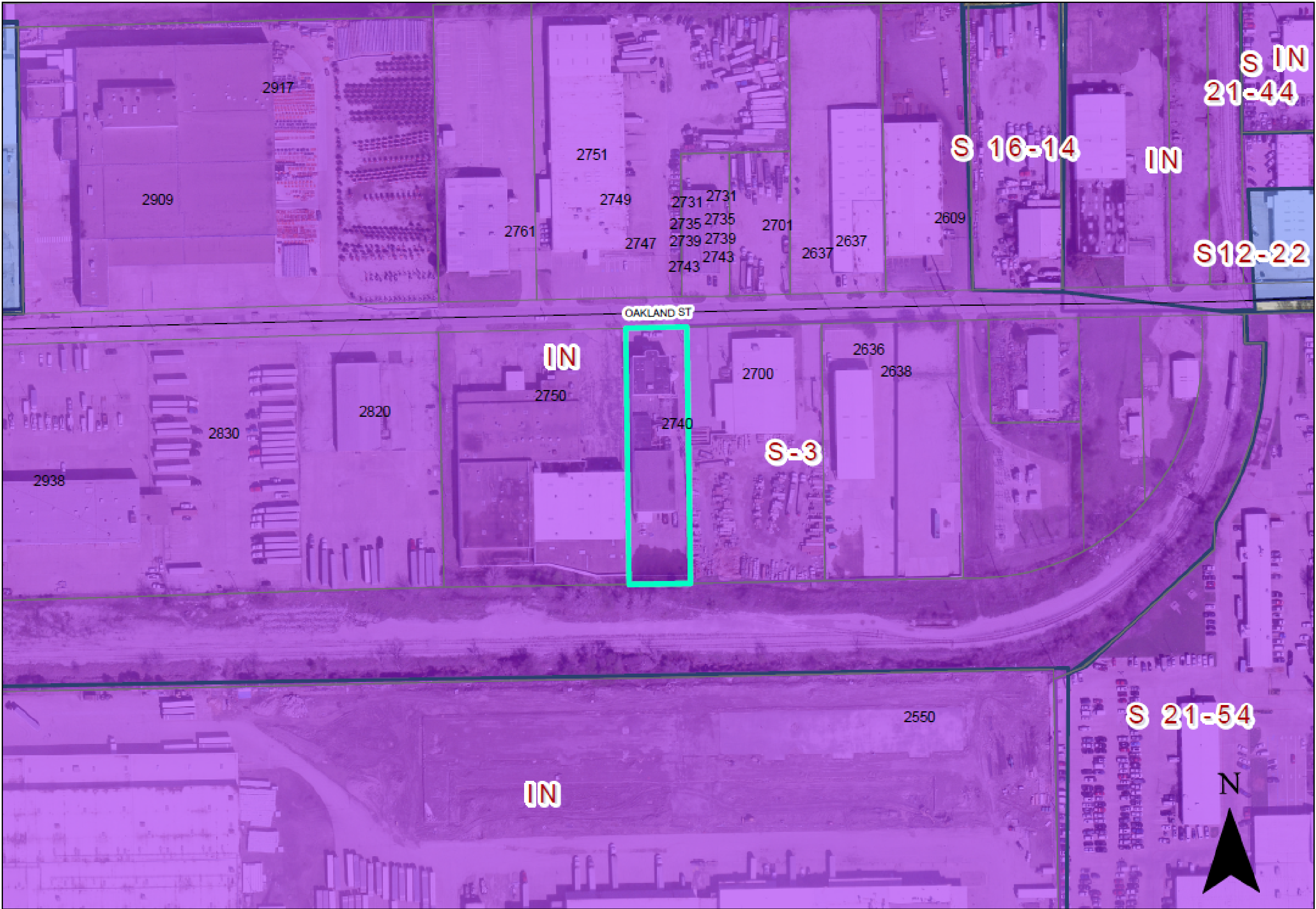
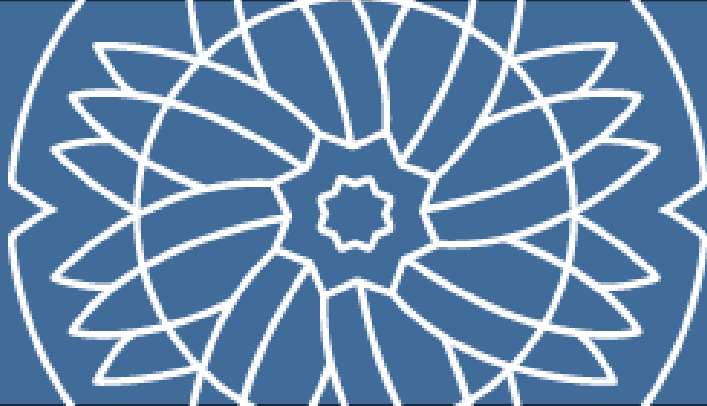
Applicant: Wikkibear LLC

Owner: Jason LaBarba

Acreage: .9809-Acre

Zoning: Industrial (IN)

Location Map



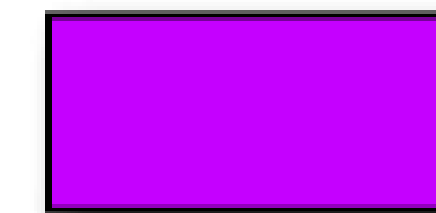
0200400 Feet

Zoning Map 25-12

INDICATES AREA OF REQUEST

2740 Oakland St

Comprehensive Plan



Industry Center

Description

Industry centers provide a cluster of trade and industry that cumulatively employ large numbers of people. Operations within this development type may require substantial infrastructure and may result in more significant negative impacts (sound, air, traffic, outdoor lighting, storage, etc.). Operations may include such elements as semi-truck traffic, loading docks, and visible outdoor storage. Overall, the architecture, character, scale, and intensity should be compatible with adjacent development types.

Industry centers are generally located along major arterial streets, and highways and at significant transit areas (bus/rail). Site design addresses function and visual aesthetics that provide appropriate buffering at gateway corridors, between adjacent developments, and for residential neighborhoods.



Site Photos

2740 Oakland Street



View of the subject site facing south



Facing north from subject property.

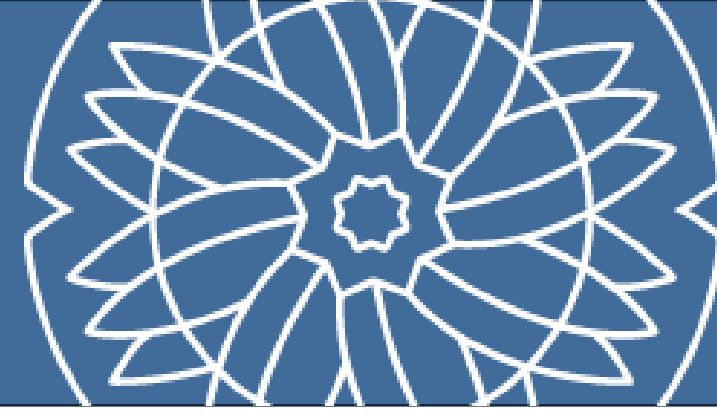
Site Photos

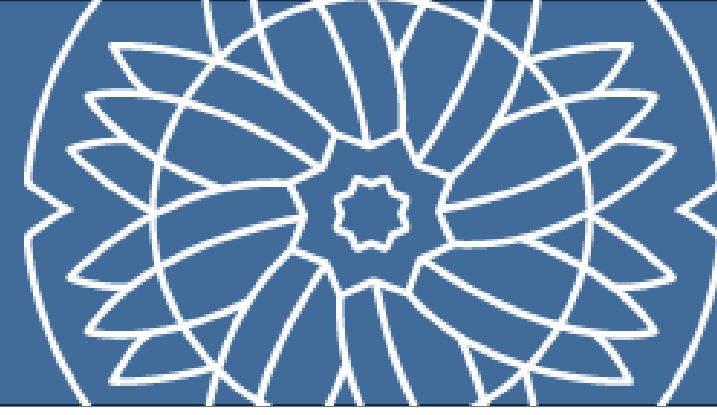
2740 Oakland Street



View from the subject site facing east

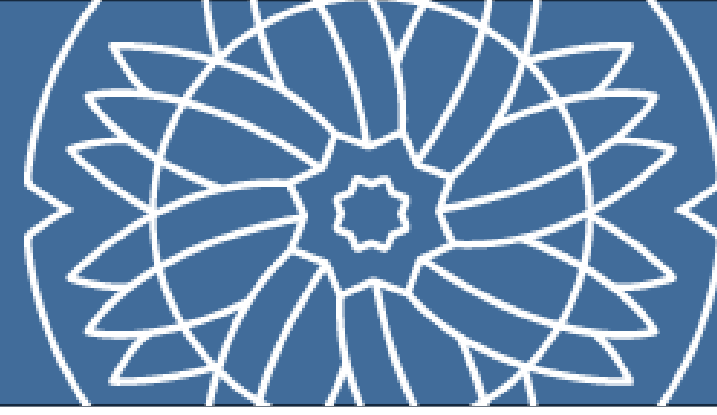
Aerial Image





Applicant Request: Specific Use Provision (SUP) to allow for a Food Processing and Storage use for the maximum allowed time period.

The SUP Time period guide recommends 20-25 years.



Staff Recommendation: Approval with additional landscaping. AC will be needed for parking.

The Plan Commission recommended approval with a 25-year time period and additional landscaping.



Response Letters

Thank You

Questions?



Planning Report

File No: Z 25-15/District 1

Agenda Item:

Meeting: City Council

Date: July 22, 2025



GARLAND

TEXAS MADE HERE

STRATEGIC FOCUS AREA

Growing Economic Base

REQUEST

Hold a public hearing and consider approval of 1) a Specific Use Provision (SUP) for an Antenna, Commercial Use 2) a Planned Development amendment to include a deviation related to the required distance from a residential district boundary line and 3) a Concept Plan for an Antenna, Commercial Use, on a property zoned with a base zoning of Community Office (CO) District.

PLAN COMMISSION RECOMMENDATION

On June 23rd, 2025, with a nine (9) to zero (0) vote, the Plan Commission recommended approval of a Specific Use Provision (SUP) for an Antenna, Commercial Use for a period of 50 years and Planned Development amendment to include a deviation related to the required distance from a residential district boundary line reducing it to 100 feet and a Concept Plan for an Antenna, Commercial Use, on a property zoned with a base zoning of Community Office (CO) District.

LOCATION

4413 Naaman School Road

APPLICANT

Crafton Communications Inc.

OWNER

BRAND NEW BUSH LTD

BACKGROUND

The subject property is currently a vacant lot that is covered in floodplain, leaving the Brand Road frontage the only developable portion. To construct the 85-foot support structure (the maximum allowed per the GDC Section 2.64(B)(1), it must be at least 255 feet from any residential district boundary line or the residential dwelling property line. In order to build closer than this, an amendment to the existing Planned Development is required. The existing Planned Development ordinance on this property allows all uses within the Community Office (CO) District and can be modified to edit distance requirements for antennas. The property is currently within 255 feet of three parcels zoned Agricultural (AG) District. Additionally, all commercial antennas are required to obtain a Specific Use Provision (SUP) to operate in Garland per a recent ordinance amendment which was approved by the City Council on March 18, 2025. No residential dwelling units are within 255 feet of the proposed antenna support structure. The three parcels zoned Agricultural (AG) District lie directly to the North, with one bordering both Brand Road and the State Highway 190 access road and the other two solely bordering the State Highway 190 access road. All three parcels are entirely or mostly covered in both floodplain and trees. It is unlikely a residential development will ever be constructed on these parcels.

SITE DATA

The subject site is a vacant 0.22-acre tract of land and has approximately 147 linear feet of frontage along Brand Road and approximately 286 linear feet of frontage along Naaman School Road. The site will be accessible from Brand Road via a proposed driveway.

USE OF PROPERTY UNDER CURRENT ZONING

The site is zoned Planned Development (PD) District 87-1. This site's base zoning is Community Office (CO). The Community Office (CO) district is intended to create an appropriate setting for medium and higher intensity office and professional uses. The district may be used as a transition district between low intensity office/retail uses and more intense uses. It is also generally appropriate along major transportation corridors. However, the CO district is generally not appropriate in proximity to low-density residential districts. Examples of allowed uses in a CO district are professional offices, campus-style corporate office, research, and assembly operations that may be large in scale but that are conducted wholly within a building(s) with very limited or no outside storage. However, a substantial part of this subject site is undevelopable due to floodplain.

CONSIDERATIONS

Planned Development

1. The applicant is requesting a 100-foot minimum distance between the support structure and any residential district boundary line or the residential dwelling property line. The existing PD allows this use via Specific Use Provision, allowing this deviation related to distance to be handled with a Planned Development Amendment.

Specific Use Provision

2. The applicant is requesting a Specific Use Provision (SUP) for an Antenna, Commercial Use with a fifty (50) year time period, aligned with their lease period. The 2021 SUP Time Period Policy Guide recommends 20-30 years.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Parks and Open Space for the subject site. Public Parks and Open Space areas include the vast array of park, recreation, and open space lands. This can range from small neighborhood playgrounds to community parks with outdoor picnic areas, hike and bike trails, and play fields and tennis courts to community recreation centers with swimming pools or indoor gymnasiums, as well as natural areas and floodplains.

It was envisioned that this area is undevelopable due to the floodplain and was labeled "Parks and Open Space" on the Future Land Use Map because it was seen as "Open Space". The City of Garland also owns the properties that border the subject site to the North, making them public instead of private open space.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the east are zoned Agricultural (AG) District and are undeveloped with floodplain and trees. These properties are owned by the City of Garland. State Highway 190 lies just to the North. The properties to the South, West, and North are also zoned Planned Development (PD) District 87-1 for Community Office (CO) Uses. The only business here is a Dentist Office across Brand Road from the subject site.

Due to the nature of the floodplain and small size of the parcel, this development is compatible with the area. The applicant is also proposing an eight (8) feet tall masonry wall around the antenna site and equipment yard. The Garland Development Code (GDC)

requires a six-foot solid masonry wall or ornamental fence with landscaping. The required 16-foot landscape buffer will also be provided along thoroughfares.

STAFF RECOMMENDATION

Staff recommends approval of 1) a Specific Use Provision (SUP) for an Antenna, Commercial Use 2) a Planned Development amendment to include a deviation related to the required distance from a residential district boundary line and 3) a Concept Plan for an Antenna, Commercial Use.

It is staff's opinion that the subject site has a very low potential of ever being developed with a business or similar structure due to the floodplain and size of the site, which the Future Land Use Map recognizes. There shall be 100-foot minimum distance requirements from any residential district boundary line or the residential dwelling property line as the PD and SUP condition.

ADDITIONAL INFORMATION

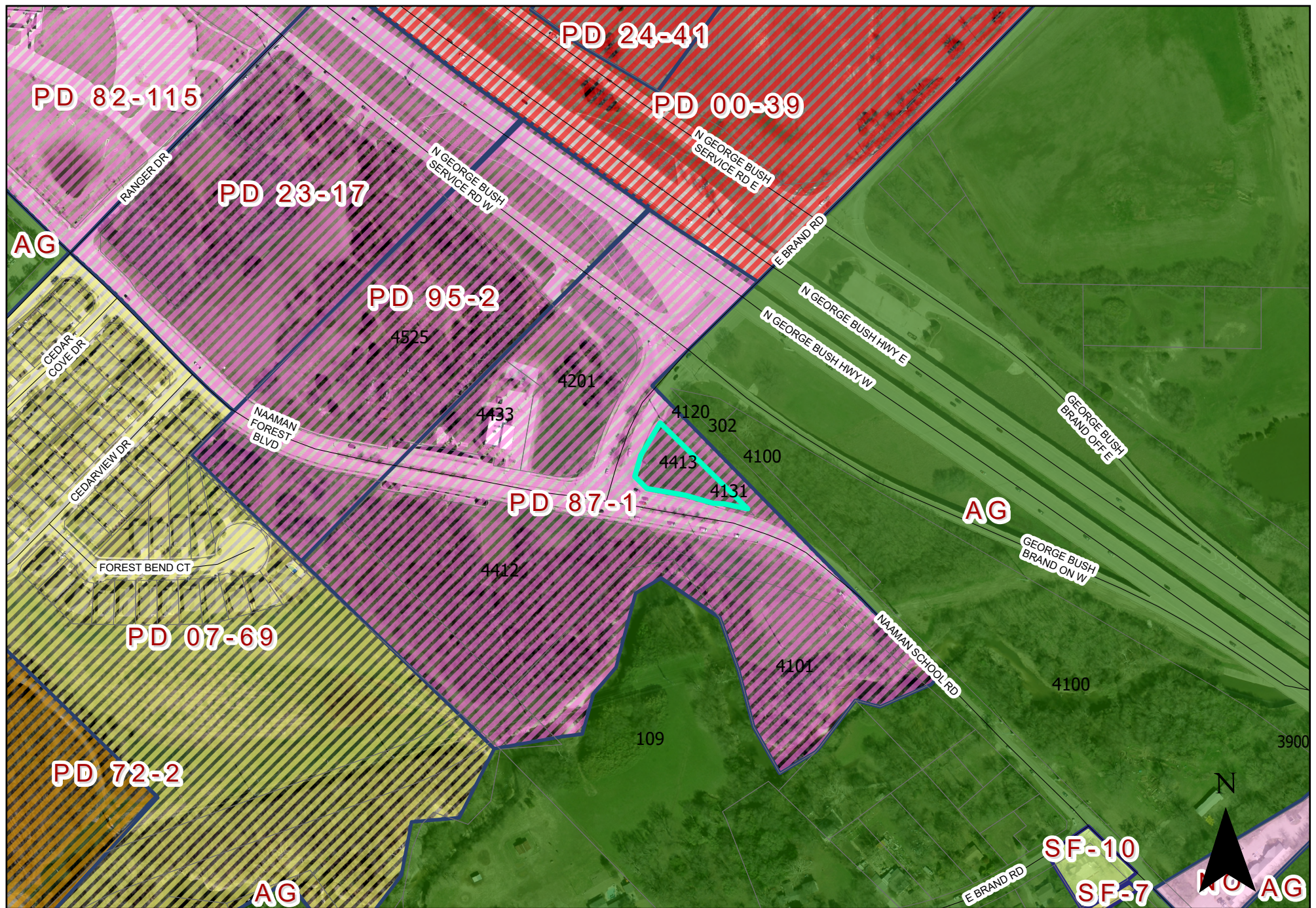
- i. Location Map
- ii. PD/SUP Conditions
- iii. Concept Plan
- iv. Site Photos

PREPARED BY:

Emma Chetuya Ph.D., AICP
Planning Administrator
Planning & Development
972-205-2453
echetuya@garlandtx.gov

REVIEWED BY:

Nabila Nur, AICP
Planning Director
Planning & Development
972-205-2449
nnur@garlandtx.gov



0 200 400 Feet	Zoning Map 25-15	 INDICATES AREA OF REQUEST
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4413 Naaman School Rd

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 25-15

4413 Naaman School Road

- I. Statement of Purpose:** The purpose of this Planned Development (PD) amendment is to allow and regulate the development of an Antenna, Commercial Use.
- II. Statement of Effect:** This Planned Development amendment shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Community Office (CO) District and Planned Development (PD) District 87-1 as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- Concept Plan: Development shall be in general conformance with the Concept Plan labeled Exhibit C. In the event there is conflict between the approved Concept Plan and the Specific Regulations below, the Specific Regulations shall apply.
- V. Specific Conditions:**
- A. Concept Plan: The site layout, building placement, parking, walking paths, and other development proposed shall be in general conformance with the approved Concept Plan labeled Exhibit C.
- B. Distance: There shall be a 100-foot minimum distance between the commercial antenna support structure and any residential district boundary line or the residential dwelling property line.

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 25-15

4413 Naaman School Road

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow and regulate the development of an Antenna, Commercial Use.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Community Office (CO) District and Planned Development (PD) District 87-1 as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Concept Plan:

Concept Plan: The site shall be in general conformance with the approved Concept Plan. The concept plan shall be used to represent the general idea of the proposed land use and site elements. The concept plan shall not supersede, and shall be subordinate to, the standards, requirements, and conditions of the GDC, Technical Standard Manual (TSM), a, City code, or the approved SUP.

- I. Abandonment:** In the event the land use for which this Specific Use Provision was granted ("Land Use") is abandoned, the SUP and all rights to the Land Use are automatically terminated, and the premises must be used in conformance with the PD, GDC, federal, and state law.

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

- A. A failure to apply for a site or building permit on the premises, where applicable, within 180 days of the effective date of this SUP;
- B. A failure to obtain a certificate of occupancy for the Land use within 730 days of the effective date of this SUP;

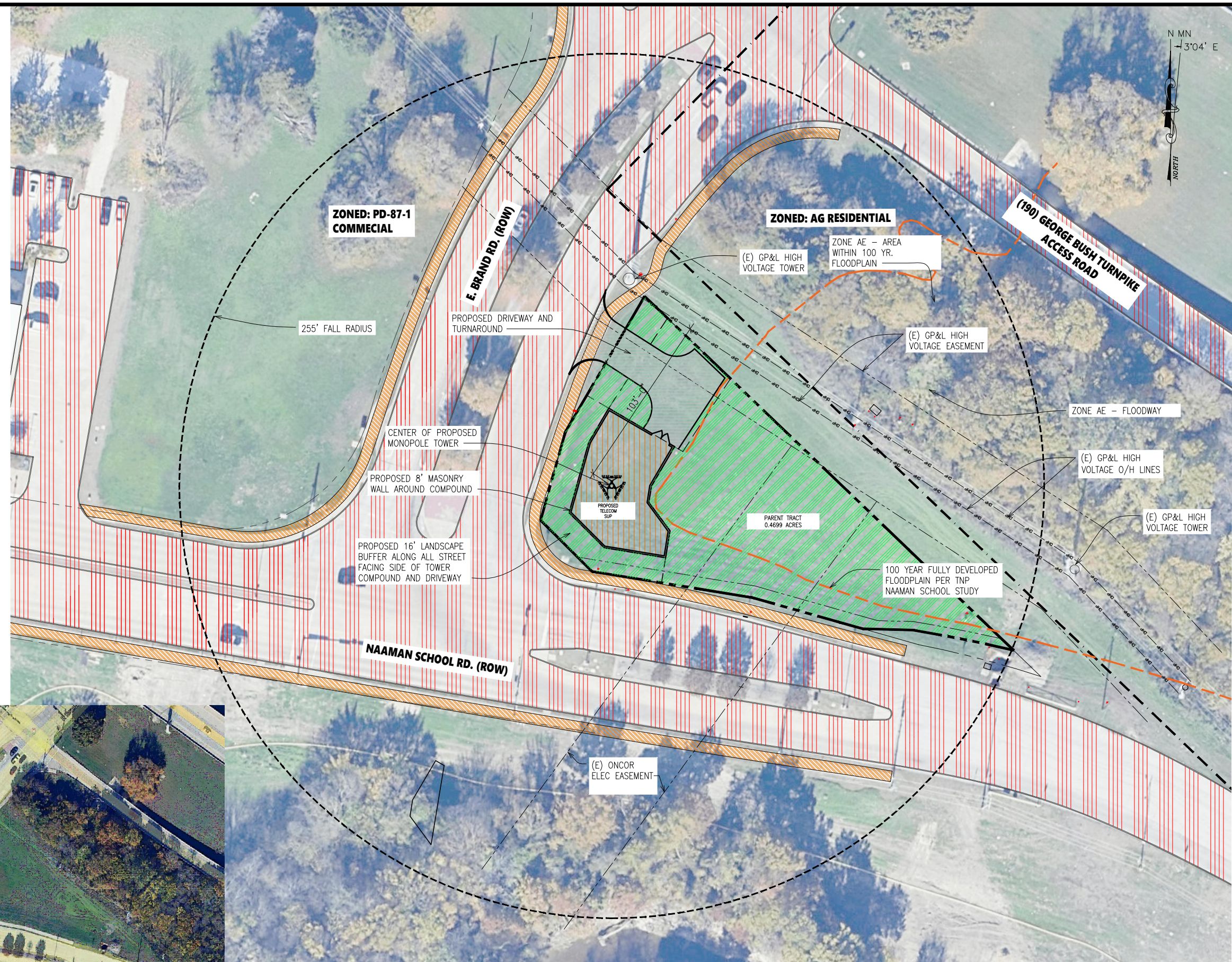
- C. A failure to commence operating the Land Use on the premises within 90 days of receiving a final certificate of occupancy for the Land Use;
- D. Discontinuance of the Land Use for a period of 180 days;
- E. Applying for, and receiving, a new Certificate of Occupancy for a use other than the Land Use; or
- F. Operating a use on the premises, whether as a primary or secondary use, that is not allowed within the PD District, by the GDC, or by state or federal law.

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

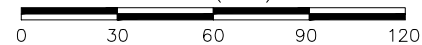
V. Specific Regulations:

- A. SUP Time Period: The Specific Use Provision for an Antenna, Commercial Use shall be in effect for fifty (50) years.

An aerial photograph showing a road intersection. A road labeled 'Blossom Rd' curves from the top left towards the center. Another road, 'Hawthorne School Rd', runs horizontally across the bottom. A bridge structure is visible on the right side of the image. The surrounding area includes green grass, trees, and a parking lot.



SCALE: (34" X 22") 1"=30'-0"
SCALE: (17" X 11") 1"=60'-0"
SCALE (FEET)



Z 25-15



View of the subject site from Brand Road.



View from the subject site looking East down Naaman School Road.



View from the subject site looking North toward State Highway 191.



View of the subject site looking West across Brand Road.

REPORT & MINUTES

P.C. Meeting, June 23, 2025

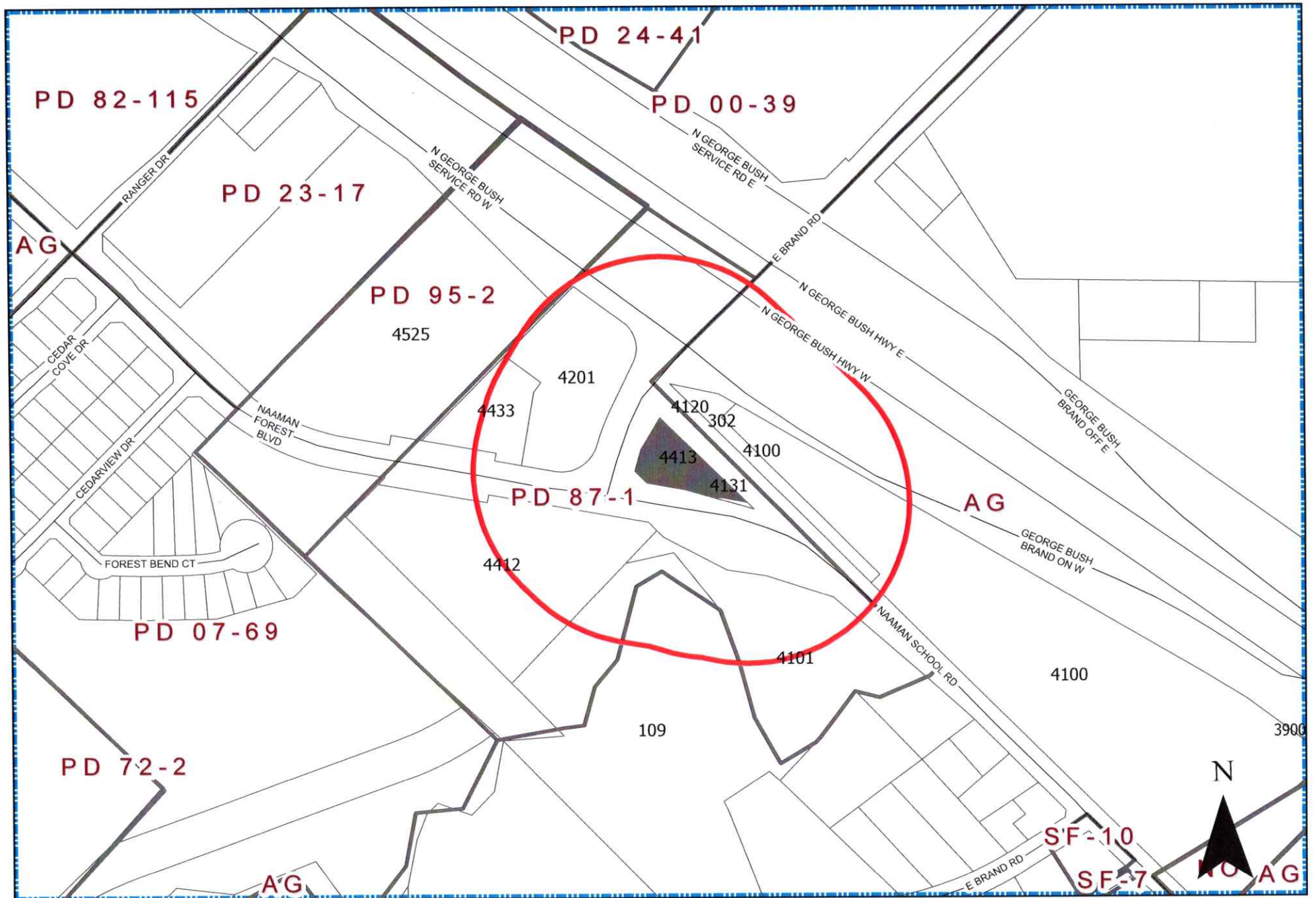
2d. APPROVED Consideration of the application of **Crafton Communications, Inc.**, requesting approval of 1) a Specific Use Provision (SUP) for an Antenna, Commercial Use 2) a Planned Development amendment to include a deviation related to the required distance from a residential district boundary line and 3) a Concept Plan for an Antenna, Commercial Use, on a property zoned with a base zoning of Community Office (CO) District. The site is located at 4413 Naaman School Road. (District 1) (File Z 25-15)

Planner II, Matthew Wolverton, presented the request to the Commission and remained available for questions.

The applicant, Doug Henderson, 5600 W. Lovers Lane Suite 116 #382, Dallas, TX 75209, provided an overview of the request and remained available for questions.

The Commission asked a question regarding if any carriers have been identified for the tower.

Motion was made by Commissioner Dalton to close the public hearing and **approve** the application as presented with a 50-year SUP and a request for deviations. Seconded by Commissioner Paris. **Motion carried: 9 Ayes, 0 Nays.**



Zoning Map 25-15

4413 Naaman School Rd

INDICATES AREA OF REQUEST
INDICATES NOTIFICATION AREA

Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 25-15	June 23, 2025	July 22, 2025	Matthew Wolverton

Z 25-15 Crafton Communications Inc. The applicant requests a Specific Use Provision (SUP) for an Antenna, Commercial use and a Planned Development amendment to include a deviation related to the required distance from a residential district boundary line. The site is currently zoned Planned Development (PD) District 87-1 with a base zoning of Community Office (CO) District and located at 4413 Naaman School Road. (District 1)

Scott LeMay

For

6/25/2025
4:00:55 PM

3233 Shield Lane

scottlemayd7@gmail.com

Garland

2147948904

Texas

United States

75044

Outside the Notification Area

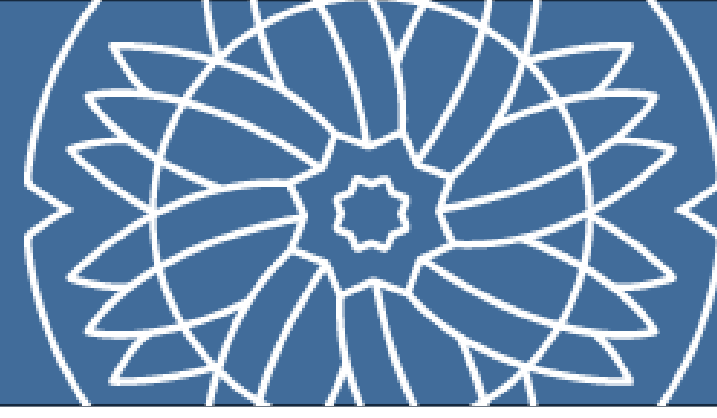
I would only be in favor of this as long as it could be incorporated into future office development.



GARLAND

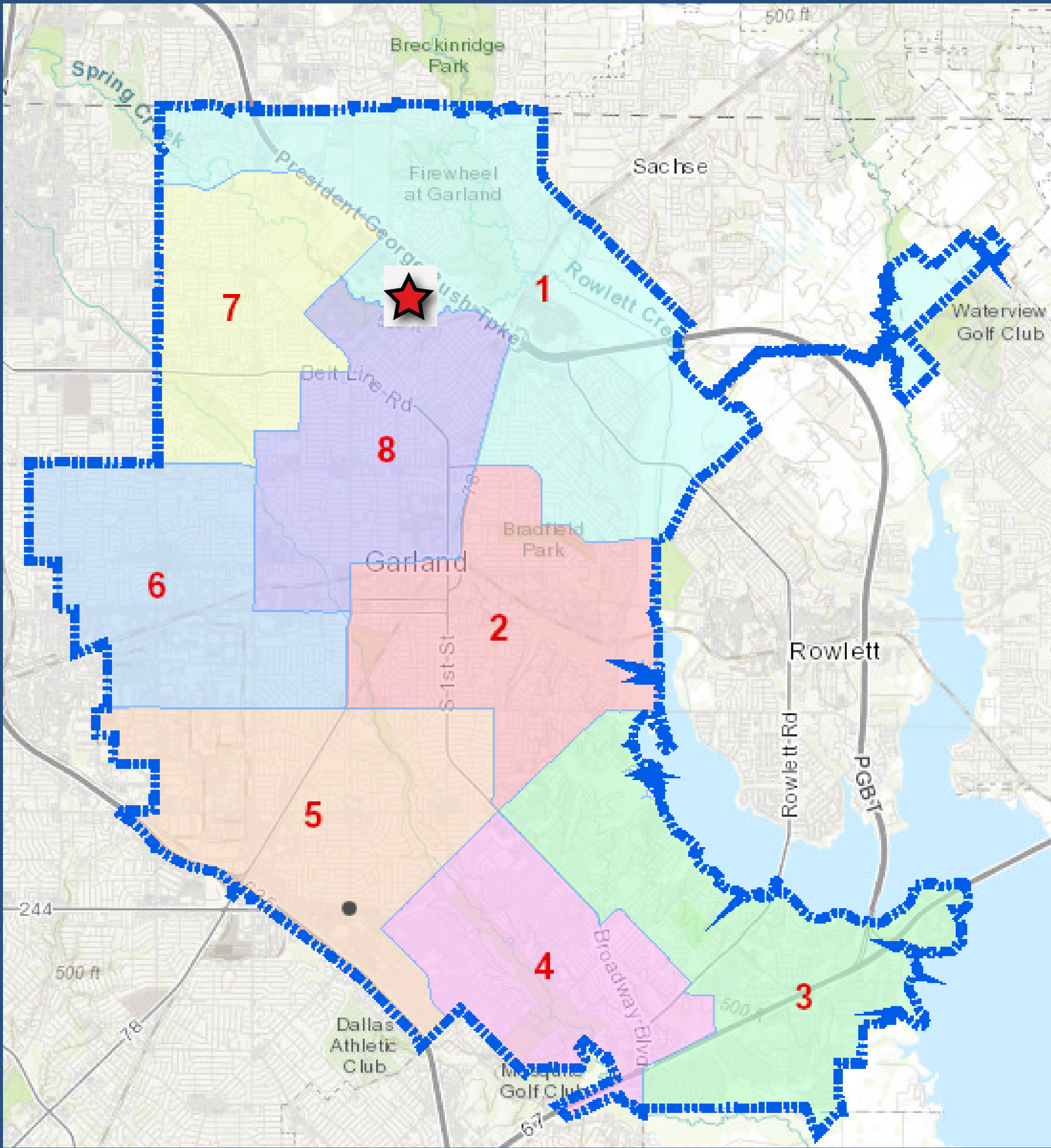
City Council Meeting

July 22, 2025



Request

The applicant requests a Specific Use Provision (SUP) for an Antenna, Commercial Use, and a Planned Development amendment to include a deviation related to the required distance from a residential district boundary line and a Concept Plan for an Antenna, Commercial Use, on a property zoned with a base zoning of Community Office (CO) District.



Case Information

Location: 4413 Naaman School Road

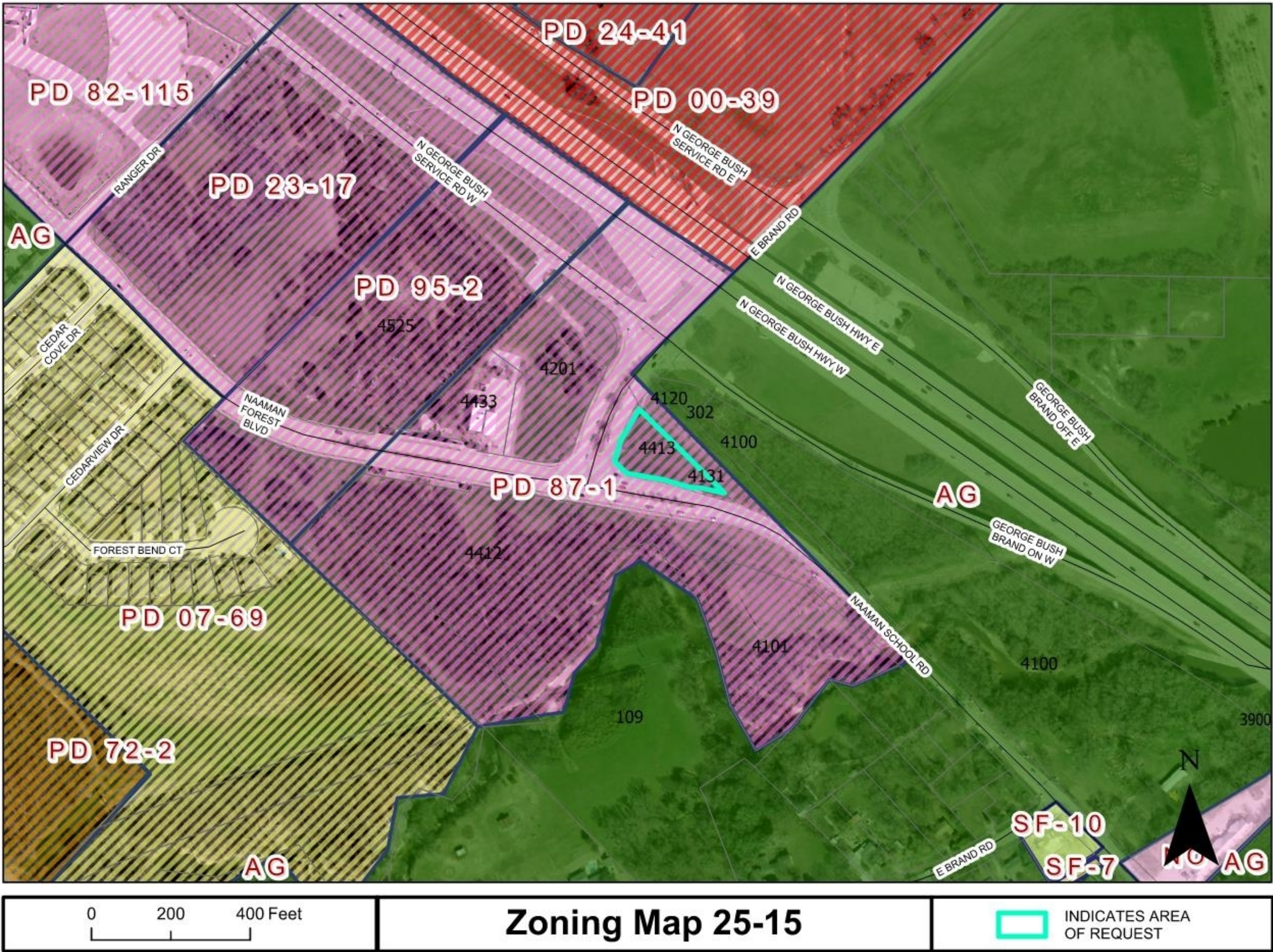
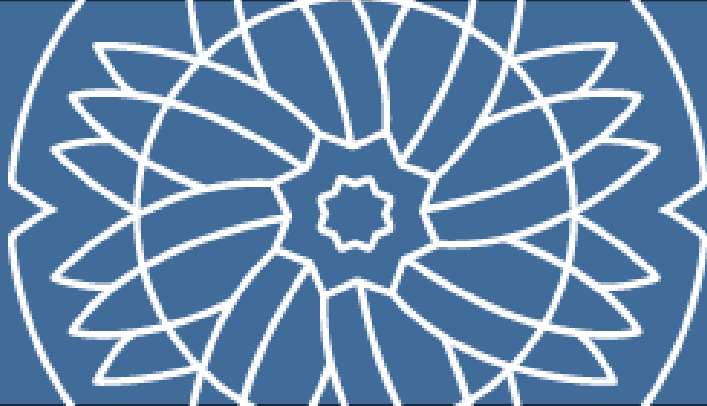
Applicant: Crafton Communications Inc.

Owner: BRAND NEW BUSH LTD

Acreage: 0.22-acres

Zoning: Community Office (CO) District

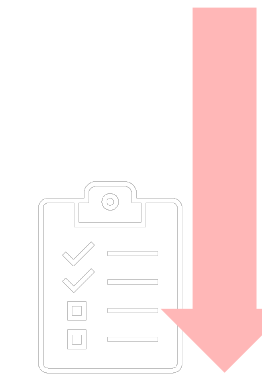
Location Map



Comprehensive Plan



*Parks and Open Space
(Private)*



Private Parks and Open Space areas also include a variety of parks and related amenities in residential subdivisions as well as retail and commercial areas. Facilities and amenities range from landscaped entryways and medians to small playgrounds; to play fields, swimming pools, and golf courses, and other amenities including cemeteries, lakes, creeks, and other natural areas. These private lands play an essential role by contributing to the overall community park and open space system.

Site Photos

4413 Naaman School Road



View of the subject property from Brand Road



Looking East toward Naaman School Road

Site Photos

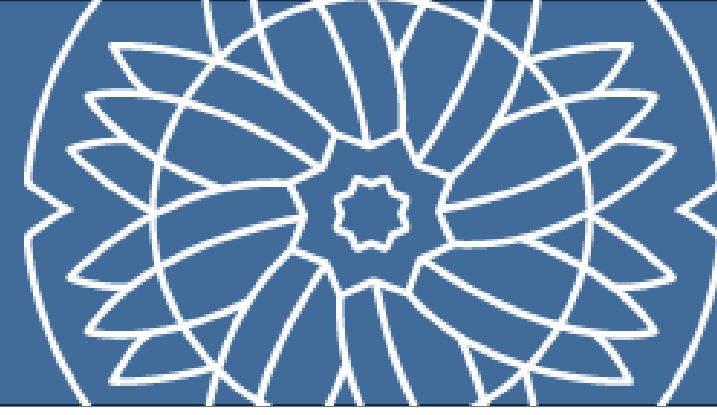
4413 Naaman School Road



Looking across Naaman School Road.



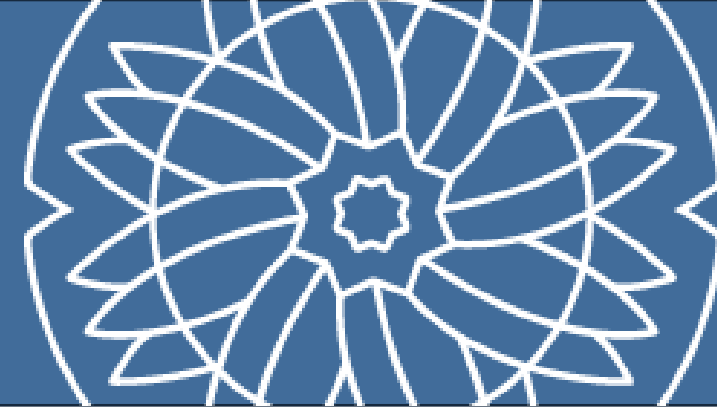
Looking North toward State Highway 190.



The applicant requests a fifty (50) year SUP time-period.

The SUP time-period guide recommends 20-30 years.





Staff Recommendation: Approval.

Plan Commission: Approval.



Response Letters

Thank You

Questions?



Planning Report

File No: Z 23-51/District 7

Agenda Item:

Meeting: City Council

Date: July 22, 2025



GARLAND

TEXAS MADE HERE

STRATEGIC FOCUS AREA

Growing Economic Base

REQUEST

Hold a public hearing and consider approval of 1) a Specific Use Provision (SUP) for Fuel Pumps, Retail use on property zoned Community Retail (CR) District and 2) a Concept Plan for the existing Fuel Pumps, Retail use.

PLAN COMMISSION RECOMMENDATION

On June 23rd, 2025, with a nine (9) to zero (0) vote, the Plan Commission recommended approval of a Specific Use Provision (SUP) for Fuel Pumps, Retail use on property zoned Community Retail (CR) District and a Concept Plan for the existing Fuel Pumps, Retail use.

Additionally, the Plan Commission recommended that the Specific Use Provision (SUP) last ten (10) years and additional landscaping be planted along the frontages per Planning staff's recommendation.

LOCATION

1401 Belt Line Road

APPLICANT

Hooda Enterprises Inc.

OWNER

Arif Hooda

BACKGROUND

The subject property is currently zoned Community Retail (CR). An SUP was granted for the property to have a Fuel Pumps, Retail use in 2003. The SUP was effective for 20 years and has expired since 2023. The site is currently developed with a convenience store and four (4) double-sided fuel pumps.

SITE DATA

The subject site is approximately 0.759-acres and is accessed from Belt Line Road to the South and North Garland Road to the East. The convenience store is approximately 1,886 square feet in size. A 576 square feet detached car wash sits behind the convenience store, but has been out of commission for many years and would require a Specific Use Provision (SUP) to operate again.

USE OF PROPERTY UNDER CURRENT ZONING

The site is zoned Community Retail (CR). The Community Retail (CR) district is intended to accommodate a variety of retail, service, and business establishments that may or may not be designed in a shopping center configuration. The district may be used as a transition district between lower intensity retail or office uses and more intense uses. A CR district is generally appropriate along major transportation corridors but is generally not appropriate in proximity to low-density residential districts without significant buffering and screening

features. An example of allowed use in a CR district is a retail shopping area that may be large in scale with very limited or no outside storage. Traffic generated by uses in a CR district must be focused onto the major thoroughfare network. Development in a CR district may not be designed in a manner that increases traffic through residential areas.

CONSIDERATIONS

1. The applicant is requesting the SUP to be permitted for 20 years. The SUP time period guide recommends a period of 20-25 years. The applicant initially applied for this new SUP about 9 months after the previous expired.
2. The convenience store and fuel pumps were constructed 41 years ago and are currently in operation. The current owner took over in 2001. Over the last nine years, there have been some code violations that have all been resolved.

Section 2.21 of the Garland Development Code (GDC) allows for the Plan Commission and City Council to attach conditions to the Specific Use Provision to mitigate adverse effects of the proposed use and to carry out the intent of this Section. Conditions may include any, or a combination, of the following:

- (1) Limitation of building size or height;
- (2) Increased open space;
- (3) Limitations on impervious surfaces;
- (4) Enhanced loading and parking requirements;
- (5) Additional landscaping, sidewalk, screening, vehicular access and parking improvements;
- (6) Placement or orientation of buildings and entryways;
- (7) Buffer yards, landscaping and screening;
- (8) Signage restrictions and design;
- (9) Limitation on operation or function of proposed use (for example, hours of operation);
- (10) Limitation on the effective time period for an SUP; or
- (11) Any other criteria to safeguard and protect public health, safety, and welfare.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Vital Neighborhoods with a compact Neighborhoods subcategory for the subject site. Compact neighborhoods provide for areas of moderate increases in density and provide transitions between traditional residential neighborhoods and higher density multi-family and non-residential developments.

These areas accommodate uses such as convenience retail, office space, and public services.

The existing convenience store is compatible with the comprehensive plan as it is a non-residential convenience retail use which serves the routine needs of the surrounding community.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the North and West are zoned Planned Development (PD) District 14-47 for townhomes and is currently under construction. The property to the East across North Garland Avenue is zoned Community Retail (CR) District containing a car wash and automobile repair business. Finally, the Properties to the South across Belt Line Road are zoned Community Retail (CR) District and contain a convenience store with fuel pumps as well as a fast-food restaurant, both with valid Specific Use Provisions.

Although the fuel pumps are autocentric in nature and there is another fuel pump use across the street from this establishment, this gas station has served the community for over four (4) decades.

STAFF RECOMMENDATION

Staff recommends approval of a Specific Use Provision (SUP) for the Fuel Pumps, Retail use to continue on the property zoned Community Retail (CR) District and a Concept Plan for the Fuel Pumps, Retail Use.

Saff recommends a five-year time period for this SUP to encourage the business to stay vigilant so that the present situation of operating without a valid SUP does not occur in the future.

ADDITIONAL INFORMATION

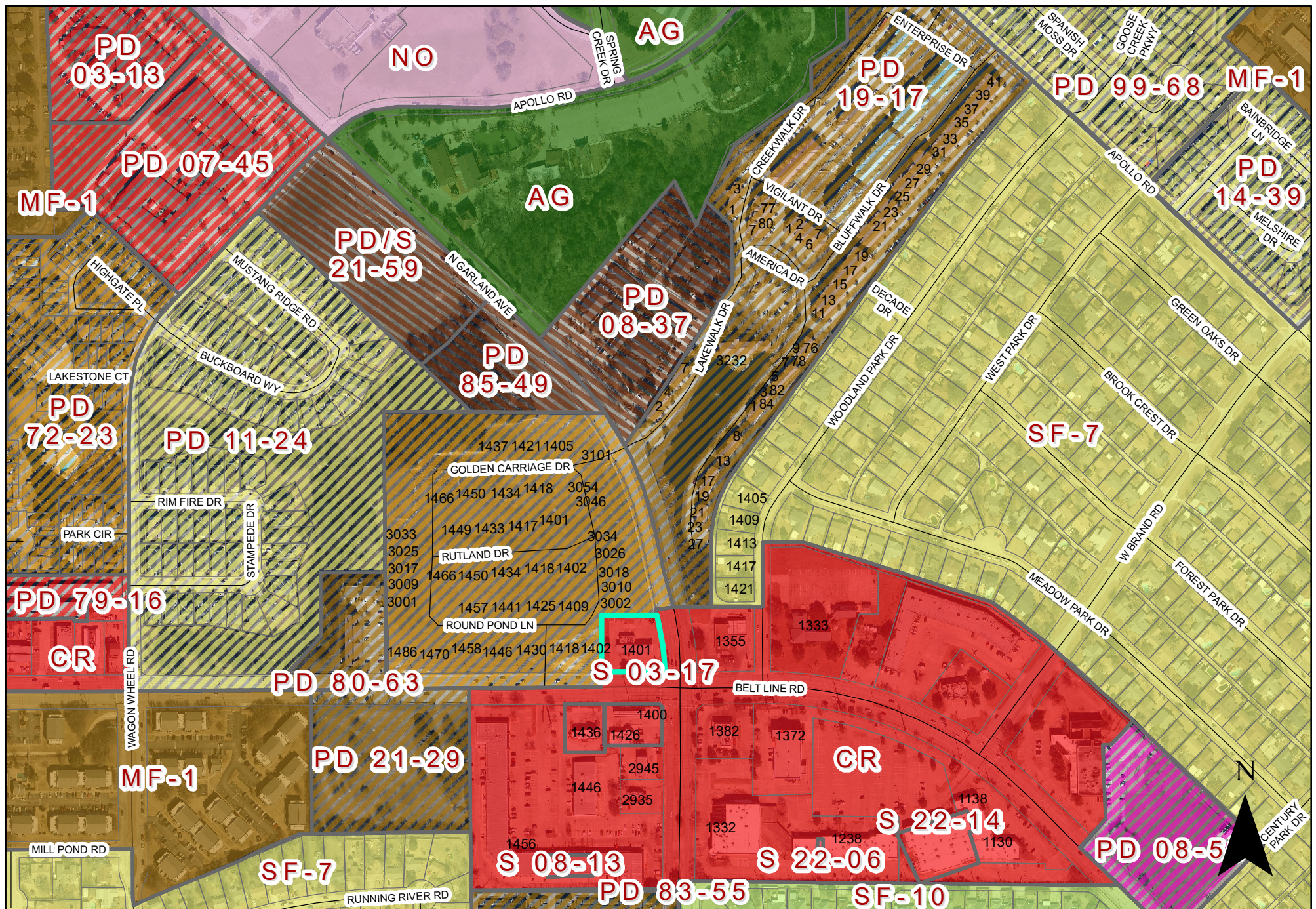
- i. Location Map
- ii. Site Photos
- iii. Concept Plan
- iv. SUP Conditions

PREPARED BY:

Emma Chetuya Ph.D., AICP
Planning Administrator
Planning & Development
972-205-2453
echetuya@garlandtx.gov

REVIEWED BY:

Nabila Nur, AICP
Planning Director
Planning & Development
972-205-2449
nnur@garlandtx.gov



0 260 520 Feet
1 inch = 391 feet

ZONING MAP Z 23-51

INDICATES AREA OF REQUEST

1401 Belt Line Road

Z 23-51



View of the subject property from North Garland Avenue.



Looking at the defunct car wash.



Looking West down Belt Line Road.



The intersection of N Garland Ave and Belt Line Rd.



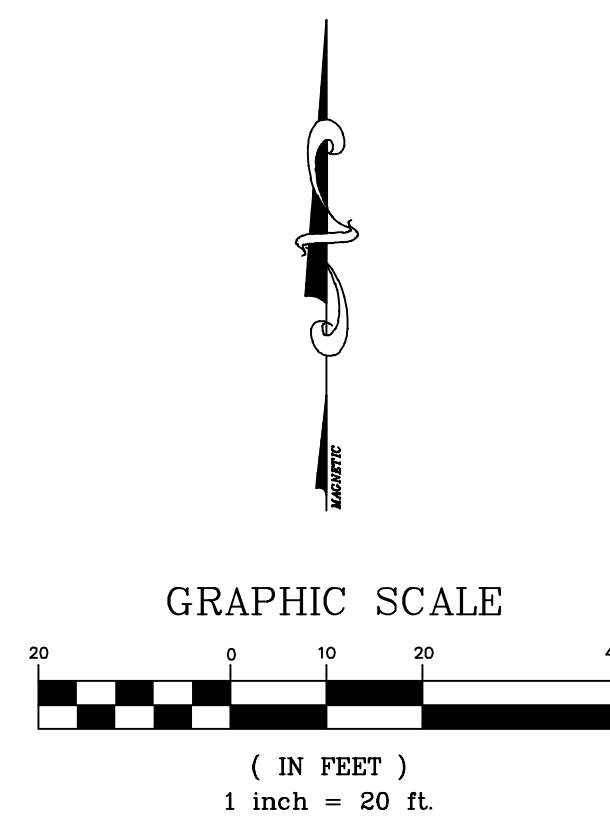
The site plan shows Lot 1, Block 1, which is 0.661 AC. and 28,775 SQ. FT. The lot is bounded by N89°59'00"E 152.92' on the north, S89°59'00"W 146.63' on the south, N0°01'00"W 175.00' on the west, and N. GARLAND AVENUE on the east. Key features include:

- Buildings:** EX. BRICK STORAGE BLDG, EX. BRICK CAR-WASH (NOT OPERATIONAL), CONVENIENCE STORE ONE STORY BRICK, and EX. BRICK SCREENED DUMPSTER ENCLOSURE.
- Parking Areas:** Multiple blue hatched areas labeled "PARKING".
- Other Features:** L/S (Landscaping), WASH CONTROL, AIR/VAC, CLEANOUTS, GAS LIDS, SIGN, P.P., S.P., and CONCRETE PAVING.
- Boundary Measurements:**
 - North: N89°59'00"E 152.92'
 - West: N0°01'00"W 175.00'
 - South: S89°59'00"W 146.63'
 - East: N. GARLAND AVENUE
- Curve Data:** L=129.734, R=100, Δ=7.4332
- Angle:** S46°48'12"W 36.27'

Belt Line Road

CONCRETE MEDIAN

CONCRETE PAVING



- ### LEGEND
- | | |
|------|-----------------------|
| | — PROPERTY LINE |
| GP | — GAS PUMP |
| BC | — BRICK COLUMN |
| • | — BOLLARD |
| S.P. | — SIGNAL POLE |
| L/S | — LANDSCAPE AREA |
| | — LIGHT POLE |
| P.P. | — POWER POLE |
| | — WATER VALVE |
| | — FIRE HYDRANT |
| | — WATER VALVE |
| | — LANDSCAPE AREA |
| | — CONCRETE PAVING |
| | — PAVING SPACES |
| | — COVERED/CANOPY AREA |

Site design and construction plans shall conform to all requirements of the Garland Development Code (GDC), Technical Standard Manual (TSM), and City codes unless an approved PD narrative condition expressly provides otherwise. The concept plan shall be used to represent the general idea of the proposed land use and site elements. The concept plan shall not supersede, and shall be subordinate to, the standards, requirements, and conditions of the GDC, TSM, City code, or the approved PD.

SITE AND ZONING NOTES

ZONING: COMMUNITY RETAIL (CR)

LOT AREA (SQUARE FEET & ACRES) = 28,775 SQ. FT. & 0.661 ACRES
BUILDING SQUARE FOOTAGE = 1,866 SQ. FT.
LOT/BLOCK = LOT 1, BLOCK 1, MOBIL OIL ADDITION NO. 3
PROPOSED USE = GENERAL MERCHANDISE

SITE PLAN

SUP RENEWAL

MOBIL OIL ADDITION NO. 3

LOT 1, BLOCK 1

CITY OF GARLAND, DALLAS COUNTY, TEXAS

1401 BELT LINE ROAD

OWNER:
HOODA ENTERPRISES, INC.
1401 BELT LINE ROAD
GARLAND, TX 75044

CARROLL CONSULTING GROUP, INC.

P.O. BOX 11 972-742-4411 TBPELS REGISTRATION NO.: F-21608
LAVON, TEXAS 75166 TEXAS FIRM REGISTRATION NO.: 10007200

JOB No.	SCALE:	DATE PREPARED:	DRAWN BY:
3622-25	1"=20'	APRIL 21, 2025	CP

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 23-51

1401 Belt Line Road

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Fuel Pumps, Retail use.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Community Retail (CR) District and Site Development Standards as set forth in Chapter 2 and 4 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Concept Plan:**

Concept Plan: The site shall be in general conformance with the approved Concept Plan. The concept plan shall be used to represent the general idea of the proposed land use and site elements. The concept plan shall not supersede, and shall be subordinate to, the standards, requirements, and conditions of the GDC, Technical Standard Manual (TSM), a, City code, or the approved SUP.

- I. Abandonment:** In the event the land use for which this Specific Use Provision was granted ("Land Use") is abandoned, the SUP and all rights to the Land Use are automatically terminated, and the premises must be used in conformance with the PD, GDC, federal, and state law.

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

- A. A failure to apply for a site or building permit on the premises, where applicable, within 180 days of the effective date of this SUP;
- B. A failure to obtain a certificate of occupancy for the Land use within 730 days of the effective date of this SUP;

- C. A failure to commence operating the Land Use on the premises within 90 days of receiving a final certificate of occupancy for the Land Use;
- D. Discontinuance of the Land Use for a period of 180 days;
- E. Applying for, and receiving, a new Certificate of Occupancy for a use other than the Land Use; or
- F. Operating a use on the premises, whether as a primary or secondary use, that is not allowed within the PD District, by the GDC, or by state or federal law.

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

V. Specific Regulations:

[Condition requested by applicant]

- A. SUP Time Period: The Specific Use Provision for a Fuel Pumps, Retail Use shall be in effect for twenty (20) years.

[Condition recommended by staff]

- A. SUP Time Period: The Specific Use Provision for a Fuel Pumps, Retail Use shall be in effect for a period of five (5) years.

[Conditions recommended by Plan Commission]

- A. SUP Time Period: The Specific Use Provision for a Fuel Pumps, Retail Use shall be in effect for a period of ten (10) years.

B. Landscaping:

- (1) There shall be additional ornamental trees or evergreen shrubs planted along Belt Line Road and North Garland Avenue to screen the fuel pumps. The plants shall originate from the City's Approved Plant List.
- (2) All landscaping shall be maintained in accordance with Section 4.33 of the Garland Development Code.

EXHIBIT B

REPORT & MINUTES

P.C. Meeting, June 23, 2025

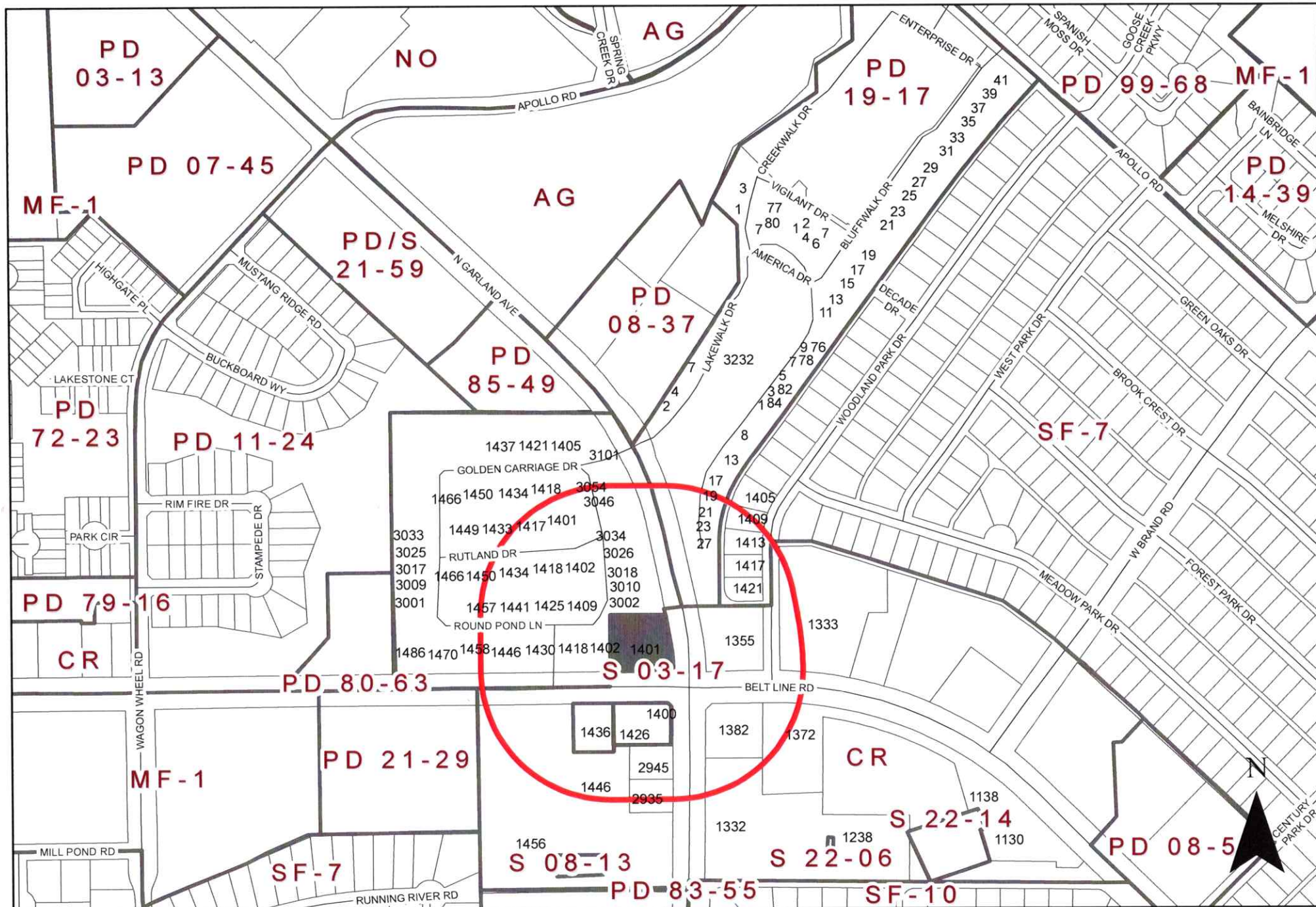
2a. APPROVED Consideration of the application of **Hooda Enterprises, Inc.**, requesting approval of requesting approval of 1) a Specific Use Provision (SUP) for Fuel Pumps, Retail use on property zoned Community Retail (CR) District and 2) a Concept Plan for the existing Fuel Pumps, Retail use. The site is located at 1401 Belt Line Road. (District 7) (File Z 23-51)

Planner II, Matthew Wolverton, presented the request to the Commission and remained available for questions.

The applicant, Ralph Arif Hooda, 5304 Lyoncrest Ct., Dallas, TX 75287, provided an overview of the request and remained available for questions.

The Commission asked several questions regarding adding additional landscaping to the property, if the existing gas pumps would remain and if the car wash would be removed.

Motion was made by Commissioner Rose to close the public hearing and **approve** the request as presented with a 10-year SUP and the additional landscaping to the property. Seconded by Commissioner Jenkins. **Motion carried: 9 Ayes, 0 Nays.**



0 260 520 Feet
1 inch = 391 feet

ZONING MAP Z 23-51

INDICATES AREA OF REQUEST
INDICATES NOTIFICATION AREA

1401 Belt Line Road

Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 23-51	June 23, 2025	July 22, 2025	Matthew Wolverton

Z 23-51 Hooda Enterprises Inc. The applicant requests a Specific Use Provision for a Fuel Pumps, Retail use on a property zoned Community Retail (CR) District, which is currently in operation. The site is located at 1401 Belt Line Road. (District 7)

Scott LeMay

For

6/25/2025
3:16:00 PM

3233 Shield Lane

scottlemayd7@gmail.com

Garland

2147948904

Texas

United States

75044

Outside the Notification Area

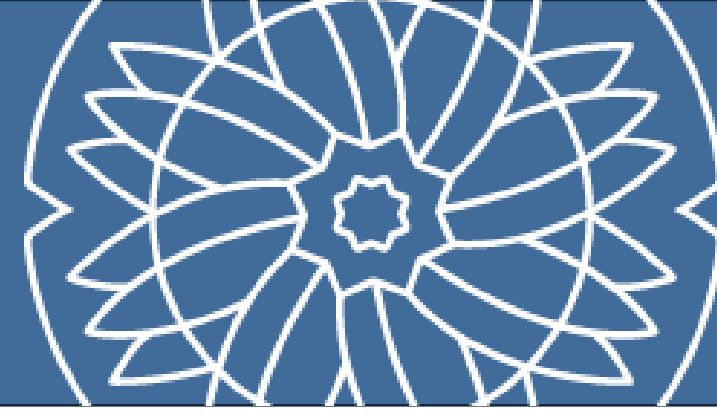
This business should be receive the maximum SUP time from our guidelines.



GARLAND

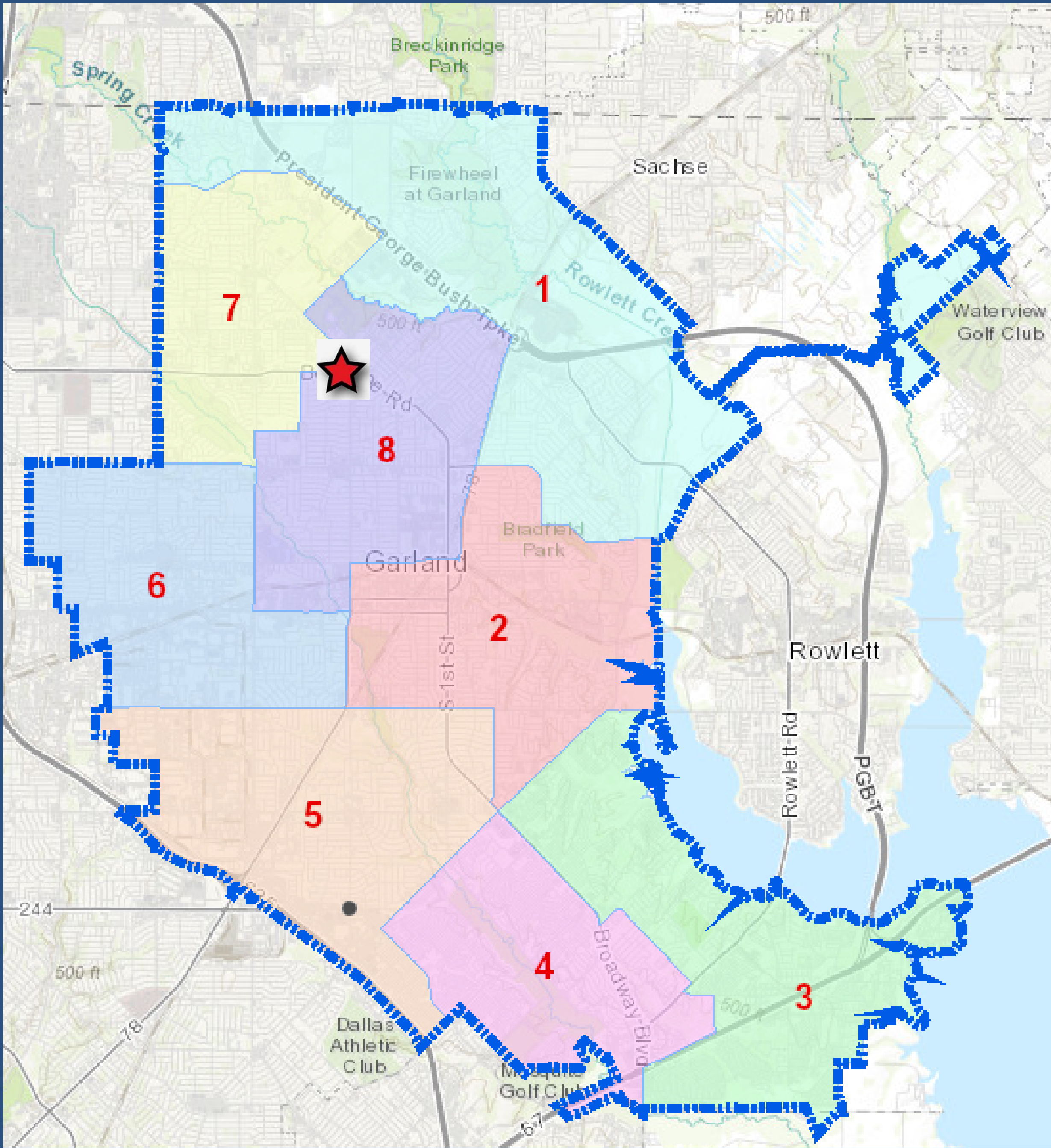
City Council Meeting

July 22, 2025



Request

The applicant requests a Specific Use Provision for Fuel Pumps, Retail Use on a property zoned Community Retail (CR) Uses and a Concept Plan for an existing Fuel Pumps, Retail Use.



Case Information

Location: 1401 Belt Line Road

Applicant: Hooda Enterprises Inc.

Owner: Arif Hooda

Acreage: 0.759-acres

Zoning: Community Retail (CR) District



Comprehensive Plan



Compact Neighborhoods



Compact neighborhoods provide areas for moderate increases in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns.

Site Photos

1401 Belt Line Road



View of the subject property from North Garland Avenue.



Looking at the defunct car wash.

Site Photos

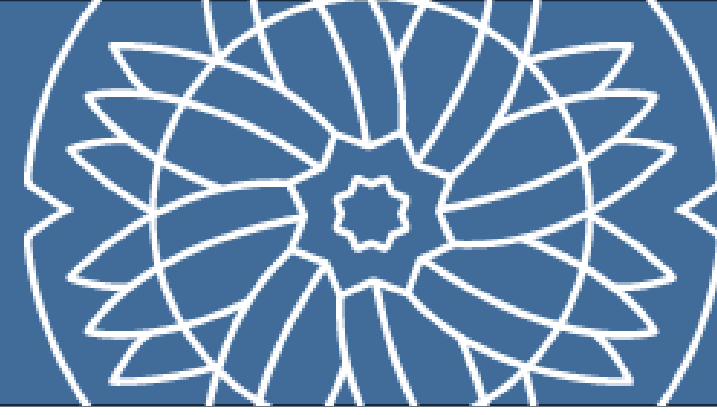
1401 Belt Line Road



Looking West down Belt Line Road.



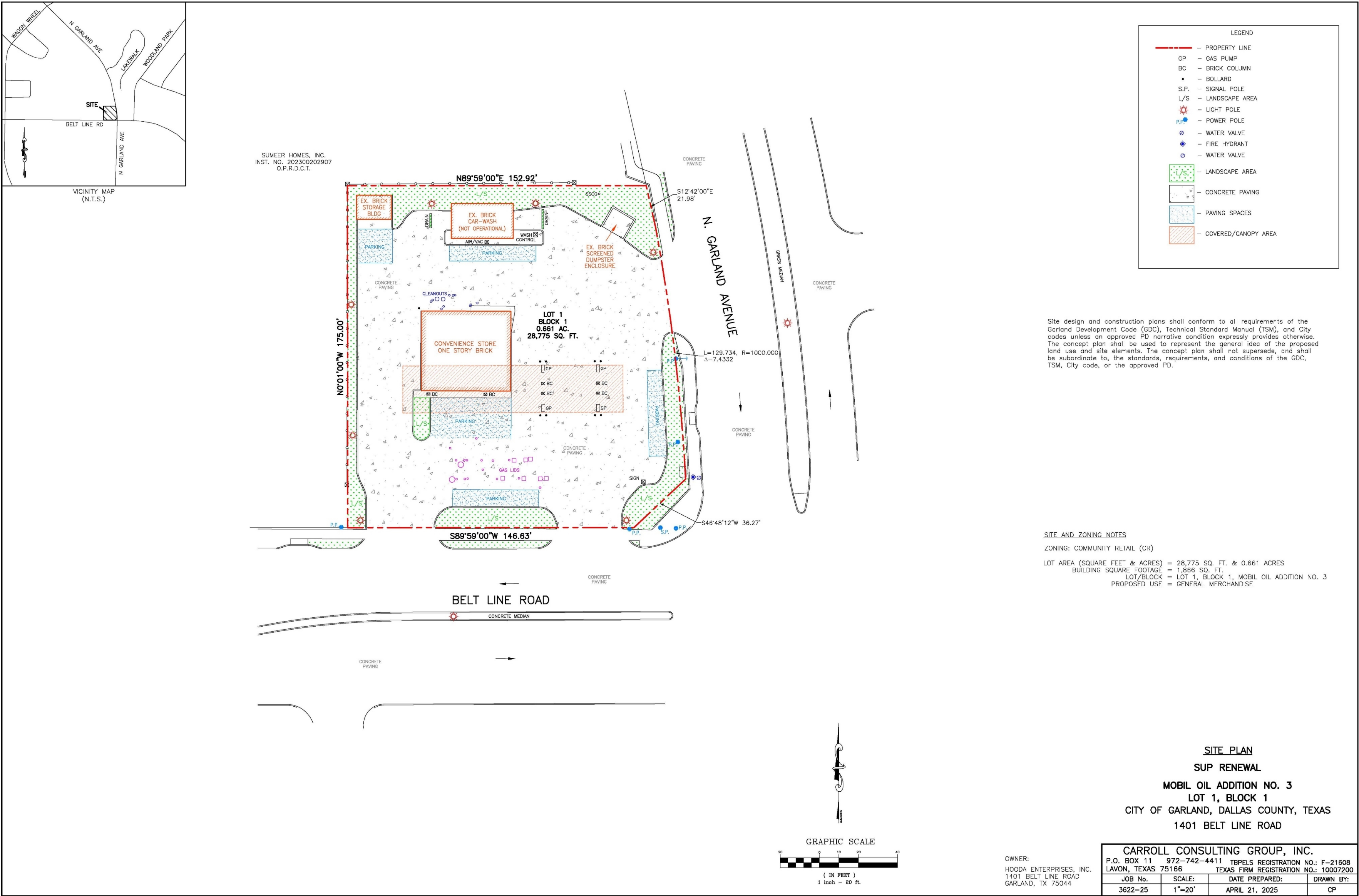
The intersection of North Garland Ave and Belt Line Road.

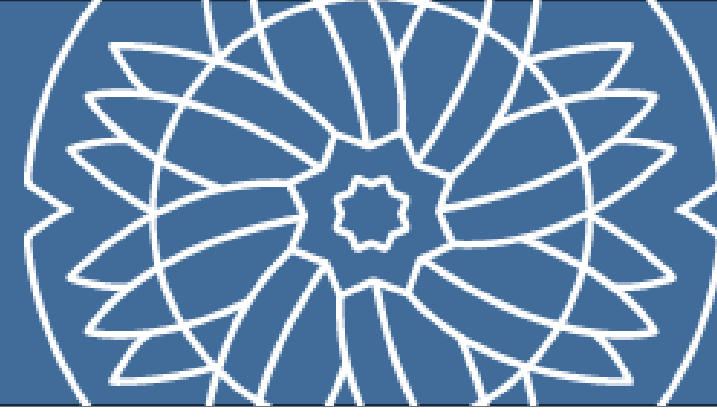


The applicant requests a twenty (20) year SUP time-period.

The SUP time period guide recommends 20-25 years.

Concept Plan





Staff Recommendation: Staff recommends approval with a five (5) year time-period to encourage the business to stay vigilant.

Plan Commission: The Plan Commission recommends approval with a ten (10) year time-period and additional landscaping to be planted along the site's frontages per the Planning Department's guidance.



Response Letters

Thank You

Questions?





GARLAND

CITY COUNCIL STAFF REPORT

17

Meeting Date: July 22, 2025

Title: Deputy Mayor Pro Tem Chris Ott
• Louis Moore - Library Board

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Consider approval of the appointment of Louis Moore to the Library Board.

Background

There became a vacancy on the Library Board. Deputy Mayor Pro Tem Ott would like to nominate Louis Moore for an unexpired term, ending on 8/31/2025.

Consideration / Recommendation

Approve Deputy Mayor Pro Tem Ott's appointment to the Library Board.

Attachments

A. Louis Moore-Library Board



Application for City of Garland Boards and Commissions

First Name:	Louis	Last Name:	Moore
Address:	313 S 11th 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)?		10+ years	Length of Garland residency (in years)? 10+ years
Email address:			
Do you use, or have you ever used, any of the following: Facebook, Instagram, LinkedIn, Nextdoor			
☐ 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	Plan Commission	2 nd Choice:	Garland Cultural Arts Commission
		3 rd Choice:	Community Multicultural Commission

Please list any experience that qualifies you to serve in the areas you have indicated.

Served for total of 10 years on the Garland Plan Commission under two consecutive District 2 city council members. President of Friends of Garland's Historic Magic 11th Street which uses creative arts and other means to promote under-recognized individuals and people groups in Garland.

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

Garland Plan Commission, 2006-2012 and 2014-2018

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

President, Friends of Garland's Historic Magic 11th Street, 2016-present; board member, Hope Clinic; board member and chair, Garland Salvation Army; board member and executive board member of Dallas Heritage Village in Old City Park.

What is your educational background?

B.A. in journalism in 1968 from Baylor University; graduate study (M.A.) in religion 1968-69 at Baylor University; Master of Divinity degree, 1972 from Southern Baptist Theological Seminary in Louisville, KY.

Referred by: District:



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.

KLMK Properties LLC;
Creative Properties LLC

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.

313 S. 11th St.; Garland, TX 75040
309 S. 11th St.; Garland, TX 75040
311 S. 11th St.; Garland, TX 75040
317 S. 11th St.; Garland, TX 75040
All four properties are situated in the Travis College Hill National Register Historic District in the City of Garland.; Blocks A and B.

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

18

Meeting Date: July 22, 2025

Title: Councilmember Ed Moore

- Aju Mathew - Parks & Recreation Advisory Board

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Consider approval of the appointment of Aju Mathew to the Parks & Recreation Advisory Board.

Background

There became a vacancy on the Parks & Recreation Advisory Board. Councilmember Moore would like to nominate Aju Mathew for an unexpired term, ending on 8/31/2025.

Consideration / Recommendation

Approve Councilmember Moore's appointment to the Parks & Recreation Advisory Board.

Attachments

- A. Aju Mathew Redacted Application



Application for City of Garland Boards and Commissions

First Name:	Aju	Last Name:	Mathew		
Address:	3902 Henley Lane		Apt./Suite:		
City:	Garland	State:	TX	Zip Code:	75043
Phone (preferred):			Phone (alt):		
Dallas County Voter Registration Number (or Date of Birth):					
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?					
No					
Length of Garland residency (in years)?		10+ years	Length of Garland residency (in years)?		10+ years
Email address:					
Do you use, or have you ever used, any of the following:					
Facebook, Instagram, LinkedIn, Nextdoor					
☐ 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	Parks and Recreation Board		2 nd Choice:	Library Board	
			3 rd Choice:	Tax Increment Finance #1 Downtown Board	

Please list any experience that qualifies you to serve in the areas you have indicated.

Serving Currently Tax Increment Finance @1 Downtown Board and working as a Campaign Treasurer for the Mayor Candidate Dr. Shibu Samuel

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

Serving Currently Tax Increment Finance @1 Downtown Board from July 2023.

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

Worked lot of youth leadership for church and diocesan and involved in lot of church leadership and community activities.

What is your educational background?

Bachelors in Information Technology

Referred by:		District:	3
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Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name: Mathew

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: