



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

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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.

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 November 18, 2025 Regular Meeting**

2. Approve the following bids:

a. Bottleneck Improvements Package 2 - Construction Services

Bid No. REQ00000468

Garret Shields Infrastructure

\$2,458,811.91

This request is to obtain construction services for the Bottleneck Improvements, Package 2 Project — Intersections of Buckingham Road and N. Plano Road, and N. Garland Avenue and Apollo Road/Spring Creek Drive.

b. Construction Contract Award for Miller Park South Reconstruction

Bid No. REQ00000255

R & A Legacy Construction, LLC

\$2,516,906.00

This request is to award a contract for the reconstruction of Miller Park South from Miller Park North to S. International Road.

c. Lou Huff Park Improvements

Bid No. REQ00000110

Millis Development and Construction

\$4,861,762.59

This request is to construct park improvements at Lou Huff Park, located at 605 east avenue B. Improvements include demolition of existing site buildings, new restroom/pavilion, futsal court, basketball courts, picnic areas, accessible parking, site lighting and trail connections with supporting amenities along with the required site work, drainage, paving, and utilities.

d. GP&L Firewheel Substation Tap Engineering Services Addendum No. 1

Bid No. 0460-25

Burns & McDonnell Engineering Company, Inc.

\$753,000.00

This request is for engineering services to support a tap addition at the GP&L Firewheel Substation. Additional services are needed to support updates to the substation protection and control scheme and changes to accommodate the existing bus configuration and constraints discovered after site visits and discussions.

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

a. Z 25-34 Osama Dagher (District 3)

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Specific Use Provision (SUP) for an Auto Repair, Minor and (2) a Concept Plan for an Auto Repair, Minor Use, on a property zoned Community Retail on a 0.34-acre tract of land located at 4134 Bobtown Rd; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

4. Parking Restrictions on Marquis Drive

Approve an ordinance for parking restrictions on Marquis Drive. Council was briefed on this item at the November 17, 2025 Work Session.

5. Abandonment of a Utility Easement and Portions of Two Utility Easements in proposed Mission Hills Phase 1

Approve a resolution authorizing the abandonment of an access easement and portion of a drainage easement to the current property owner, C&M Villareal Family Limited Partnership, Ltd. Council was briefed on this item at the October 20, 2025 Work Session.

6. Crossing Extension Agreement with the Kansas City Southern Railway Company for Garland New Sidewalk Improvements

Approve a resolution authorizing the City Manager to enter into the agreement with the Kansas City Southern Railway Company (CPKC) for the reconstruction of an at-grade rail crossing on West Walnut Street. Council was briefed on this item at the November 17, 2025 Work Session.

7. Revision of City of Garland Code of Ordinances, Chapter 21, Emergency Ambulance Service

Approve revisions to Chapter 21 removing charity care policy and updating EMS billing for residents. Council was briefed on this item at the December 1, 2025 Work Session.

8. Edward Byrne Memorial Justice Assistance Grant Program-State 2026

Approve the FY 2026 Edward Byrne Memorial Justice Assistance Grant-State funding request. Council was briefed on this item at the December 1, 2025 Work Session.

9. Texas First Responder Mental Health Program Grant FY26

Approve the FY 2026 Texas First Responder Mental Health Program Grant funding request. Council was briefed on this item at the December 1, 2025 Work Session.

10. TxDOT Impaired Driving Mobilization (IDM) Grant 2026

Approve the FY 2026 TxDOT Impaired Driving Mobilization Grant. Council was briefed on this item at the December 1, 2025 Work Session.

11. Bond Refunding - Electric Utility System Commercial Paper Notes

Approve an ordinance authorizing the issuance and sale of one or more series of City of Garland, Texas Electric Utility System Revenue Refunding Bonds. Council was briefed on this item at the November 17, 2025 Work Session.

12. Approve the employment contract of the Interim-City Manager, Mike Betz.

Approve the employment contract of the Interim-City Manager, Mike Betz, and authorize the Mayor to execute the same.

ITEMS FOR INDIVIDUAL CONSIDERATION

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

13. Hold public hearings on the following items:

a. Consider amending the TIF #2 creation ordinance

Council will hold a public hearing and consider the amendment of TIF Zone #2 including expanding the boundaries and extending the term for tax increment financing purposes pursuant to Chapter 311 of the Texas Tax Code.

Presenter: Matthew Watson, Managing Director-Financial Services

b. Consider a request by Mission Ridge Consultants, requesting approval of 1) amendment to Planned Development (PD) District 05-36 to allow a Warehouse Office/Showroom Use by SUP, 2) allow Community Retail uses and other provisions, 3) a Specific Use Provision for a Warehouse Office/Showroom use and 4) a concept plan for a Warehouse Office/Showroom use at this location. The site is located at 2801 Belt Line Road in District 7.

Consider and take appropriate action on the application of Mission Ridge Consultants, requesting approval of 1) amendment to Planned Development (PD) District 05-36 to allow a Warehouse Office/Showroom Use by SUP, 2) allow Community Retail uses and other provisions, 3) a Specific Use Provision for a Warehouse Office/Showroom use and 4) a concept plan for a Warehouse Office/Showroom use at this location. The site is located at 2801 Belt Line Road. (District 7) (File Z 25-37)

Presenter: Nabila Nur, Planning & Development Director

c. Consider a request by Mark Stacy, requesting approval of 1) a Specific Use Provision (SUP) for Car Wash, Automated/Rollover on property zoned Planned Development District 80-42 and 2) a Concept Plan for a Car Wash, Automated/Rollover Use in District 4.

Consider and take appropriate action on the application of Mark Stacy, requesting approval of 1) a Specific Use Provision (SUP) for Car Wash, Automated/Rollover on property zoned Planned Development District 80-42 and 2) a Concept Plan for a Car Wash, Automated/Rollover Use. The site is located at 6545 Duck Creek Drive. (District 4) (File Z 25-31)

Presenter: Nabila Nur, Planning & Development Director

d. Consider a request by ZoneDev, requesting approval of 1) an amendment and expansion to Planned Development (PD) District 18-20 to allow a Dwelling, Single-Family Detached development and 2) a Concept Plan for a Dwelling, Single-Family Detached Use in District 4.

Consider and take appropriate action on the application of ZoneDev, requesting approval of 1) an amendment and expansion to Planned Development (PD) District 18-20 to allow a Dwelling, Single-Family Detached development and 2) a Concept Plan for a Dwelling, Single-Family Detached Use. The site is located at 2906 Bobtown Road, 5401 and 5417 Rosehill Road. (District 4) (File Z 25-35)

Presenter: Nabila Nur, Planning & Development Director

14. Approval of a Professional Services Agreement with Texas PACE Authority

Council is requested to review and approve a professional services agreement between the City of Garland and Texas PACE Authority. Council adopted a Resolution of Establishment of a City of Garland PACE Program on October 6, 2025.

Presenter: Ayako Schuster, Economic Development Director

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

STRATEGIC FOCUS AREAS



Safe Community



Well-Maintained City Infrastructure



Reliable, Cost-Efficient Utility Services



Sound Governance and Finances



Vibrant Neighborhoods and Commercial Centers



Customer-Focused City Services



Growing Economic Base



Future-Focused City Organization



Enhanced Quality of Life through Amenities, Arts and Events



Commercially Thriving Downtown



GARLAND

CITY COUNCIL STAFF REPORT

1

Meeting Date: December 2, 2025

Title: Approve the minutes of the November 18, 2025 Regular Meeting

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Consider approval of the November 18, 2025 Regular Meeting Minutes as presented.

Background

N/A

Consideration / Recommendation

Approve the November 18, 2025 Regular Meeting Minutes.

Attachments

A. November 18, 2025 Regular Meeting Minutes



MINUTES

The City Council of the City of Garland convened in regular session at 7:00 PM on November 18, 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 BJ Williams
Councilmember Carissa Dutton
Councilmember Joe Thomas Jr.

Staff Present: Andy Hesser, Assistant City Manager
Crystal Owens, Assistant City Manager
Phillip J. Urrutia, Assistant City Manager
Brian England, City Attorney
Darrell Cline, General Manager of GP&L
Scott Levine, First Assistant City Attorney
Kaitlyn Worrall, Assistant City Attorney
Jennifer Stubbs, City Secretary
Nabila Nur, Planning Director
Courtney Vanover, Deputy City Secretary
Darci Pickel, Public Information Coordinator

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

- Texas Downtown President's Award and the People's Choice Award for Best Public Improvement

Mayor Hedrick announced that this item was being postponed to a future meeting. He also announced that the Audit Committee meeting was being rescheduled.

CONSENT AGENDA

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

1. Approve the minutes of the November 3, 2025 Regular Meeting

2. Approve the following bids:

- a. GP&L Wylie to Mallard 138kV Transmission Line - Construction Services** **Bid No. REQ00000724**

Integrated Power Co. \$9,300,000.00

This request is to obtain construction services for the GP&L Wylie to Mallard 138kV Transmission Line.

- b. Change Order No. 2 to Bottleneck Improvements Design Contract** **Bid No. 0828-20**

Teague Nall and Perkins, Inc. \$524,400.00

This request is to approve Change Order No. 2 to the professional services contract for the Bottleneck Intersection Improvements Program, specifically Package No. 4.

3. A public hearing was previously conducted for the zoning cases below. Council approved the zoning requests and instructed staff to bring forth the following ordinances:

a. Z 25-29 Hunter McQuire (District 1)

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Planned Development (PD) Amendment to Planned Development District 21-19 to allow a Tattooing/Body Piercing establishment with a Specific Use Provision, (2) a Specific Use Provision for a Tattooing/Body Piercing Establishment use on a 991 square feet tract of land located at 315 Coneflower Drive Unit A03 as described in "Exhibit A" and (3) a Concept Plan for a Tattooing/Body Piercing Establishment use on the subject site as shown in "Exhibit B"; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

b. Z 25-28 Mission Ridge Consultants (District 3)

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) an amendment to Planned Development (PD) District 84-104 for mixed uses to allow

a Warehouse Office/Showroom and (2) a Concept Plan for a Warehouse Office/Showroom Use, on a property zoned Planned Development (PD) District 84-104 for mixed uses on a 0.29-acre tract of land located at 1775 Wynn Joyce 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.

c. Z 25-32 Kimley-Horn (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 Car Wash, Automated/Rollover and (2) a Concept Plan for a Car Wash, Automated/Rollover Use, on a property zoned Planned Development District 21-62 for Mixed Uses on a 1.10-acre tract of land located at 1540 Firewheel Parkway; 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.

d. Z 25-33 Darlynn T. Troung (District 8)

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Specific Use Provision (SUP) for a Personal Services Use (2) a concept plan for a Personal Services Use, on a property zoned Community Office (CO) District in "Suite B" located at 2241 Peggy Lane; 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.

ITEMS FOR INDIVIDUAL CONSIDERATION

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4. Hold public hearing on the following Case:

a. Consider a request by Osama Dagher, requesting approval of 1) a Specific Use Provision (SUP) for an Automobile Repair, Minor use on property zoned Community Retail (CR) district and 2) a Concept Plan for an Automobile Repair, Minor use on the subject site. The site is located at 4134 Bobtown Road in District 3.

Consider and take appropriate action on the application of Osama Dagher, requesting approval of 1) a Specific Use Provision (SUP) for an Automobile Repair, Minor use on property zoned Community Retail (CR) district and 2) a Concept Plan for an Automobile Repair, Minor use on the subject site. The site is located at 4134 Bobtown Road. (District 3) (File Z 25-34)

Presenter: Nabila Nur, Planning & Development Director

Ms. Nur provided a presentation on the request for an SUP. She stated that the Plan Commission recommended approval for 15 years and staff seek's Council's recommendation. She answered questions of the Council.

Applicant speaking on the item: Osama Dagher.

Citizens speaking on the item: Jon Garza and Tommy Zapata.

Councilmember Moore made a motion to approve the SUP request for 30 years. Councilmember Dutton seconded the motion. The vote was: Councilmember Moore, yes; Councilmember Williams, no; Mayor Hedrick, yes; Mayor Pro Tem Lucht, no; Councilmember Dutton, yes; Councilmember Thomas Jr., yes; Deputy Mayor Pro Tem Ott, yes; Councilmember Bass, no; and Councilmember Beard, yes. The motion carried.

5. Eminent Domain Authorization for Keen Creek Substation Project

Consider and take appropriate action regarding the finding that necessity and convenience require the acquisition of property, located at 101 N. Shiloh Road, City of Garland, Dallas County, Texas, for the Keen Creek Substation Project and the authorization of the use of eminent domain to acquire said property. Council was briefed on this item at the November 17, 2025 Work Session.

Presenter: Scott Levine, First Assistant City Attorney

Mr. Cline presented the need for additional transmission capacity due to load growth and the plan to consolidate the College and Fairdale substations into a new facility. Staff identified a 9.393-acre vacant tract at 101 N. Shiloh Road as the preferred site based on size, shape, topography, proximity to existing transmission lines, and cost considerations. Mr. Cline requested Council authorization to negotiate with the property owner and, if negotiations fail, to use eminent domain as permitted by law. Ms. Worrall reviewed the resolution declaring the public necessity and authorizing initiation of the offer and negotiation process.

Deputy Mayor Pro Tem Ott made a motion that the City of Garland authorize staff to negotiate with the property owner and, if necessary, after having made the offers and following the procedures required by law, use the power of eminent domain to acquire, in fee simple, a tract of land, approximately 9.393 acres, located along the west side of N. Shiloh Road, to the south of W. Walnut Street with an address of 101 North Shiloh Road, for the construction, operation, and maintenance of the Keen Creek Electrical Substation Project, a valid public use, providing electrical transmission and distribution service to the public. Councilmember Beard seconded the motion.

Councilmember Dutton requested staff to evaluate other available properties. Mayor Pro Tem Lucht seconded the motion. The amendment to the vote was: Mayor Pro Tem Lucht, yes; Councilmember Dutton, yes; Councilmember Thomas Jr., no; Deputy Mayor Pro Tem Ott, no; Mayor Hedrick, no; Councilmember Bass, yes; Councilmember Beard, no; Councilmember Moore, no; and Councilmember Williams, no. The motion failed.

Mayor Hedrick called for the original motion. The vote was: Deputy Mayor Pro Tem Ott, yes; Mayor Hedrick, yes; Councilmember Bass, yes; Councilmember Beard, yes; Councilmember Moore, yes; Councilmember Williams, yes; Mayor Pro Tem Lucht, no; Councilmember Dutton, no; and Councilmember Thomas Jr., yes. The motion carried.

6. Appointment, Contract, Duties, and Employment of the City Manager

Consider and take appropriate action on the appointment, re-appointment, contract, duties, and employment for the Office of the City Manager.

Citizen speaking on the item: Carl Smith.

Deputy Mayor Pro Tem Ott made a motion that the City Council not renew the contract of Jud Rex following the expiration of its term on December 31, 2025. Councilmember Moore seconded the motion. All voted in favor. The motion carried.

Deputy Mayor Pro Tem Ott made a motion that the City Council appoint Mike Betz as Interim-City Manager, effective immediately. 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.

Heather Dobrott, Carl Smith, Jon Garza, Phillip Dryden, Amanda Brooks, and Bill Davis.

ADJOURN

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Mayor Hedrick adjourned the meeting at 8:29 p.m.

Submitted By:

Dylan Hedrick, Mayor

Jennifer Stubbs, City Secretary



GARLAND

PURCHASING REPORT

2.a

Meeting Date: December 2, 2025

Title: Bottleneck Improvements Package 2 - Construction Services

Submitted by: Tamera Wilson, Department Coordinator I

Bid Number: REQ00000468

Strategic Focus Area: Safe Community
Well-Maintained City Infrastructure

Purchase Justification

This request is to obtain construction services for the Bottleneck Improvements, Package 2 Project — Intersections of Buckingham Road and N. Plano Road, and N. Garland Avenue and Apollo Road / Spring Creek Drive. The scope of this project consists of the construction of approximately 1,000 square yards of 4" concrete sidewalks, 3,500 square yards of 8" and 11" concrete street paving, 1,300 square yards of 6" driveway paving, 260 linear feet of 6" and 12" water line, 300 linear feet of 18", 21", 24" and 30" storm drain pipes, traffic signals, streetlights, signage and striping, and other improvements necessary for various lanes widening at the intersections of Buckingham Road and N. Plano Road (Intersection 7), and N. Garland Avenue and Apollo Road/Spring Creek Drive (Intersection 18). An owner's contingency is included for any additional services that may be required.

Evaluation

A request for bids was issued in accordance with Purchasing procedures. Four (4) bids were received and evaluated with Garret Shields Infrastructure submitting the Lowest Responsible Bid.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Garret Shields Infrastructure	REQ00000468	Bottleneck Improvements, Package 2	\$2,458,811.91	Lowest Responsible Bid	REQ00000468

Fiscal Impact

Funding is available in the Bottleneck Improvements, Package 2 Project — Intersections of Buckingham Road and N. Plano Road; and N. Garland Avenue and Apollo Road/Spring Creek Drive for the construction award in the amount of \$2,458,811.91, which is within the total project budget of \$18,751,611 and will leave a remaining balance of \$6,642,275. This project will continue into 2026, 2027 and 2028, and funding is included in 2026, 2027 and 2028 for the continuation of the project, as projected in the 2025 CIP.

Attachments

- A. Bid Recap
- B. Location Maps

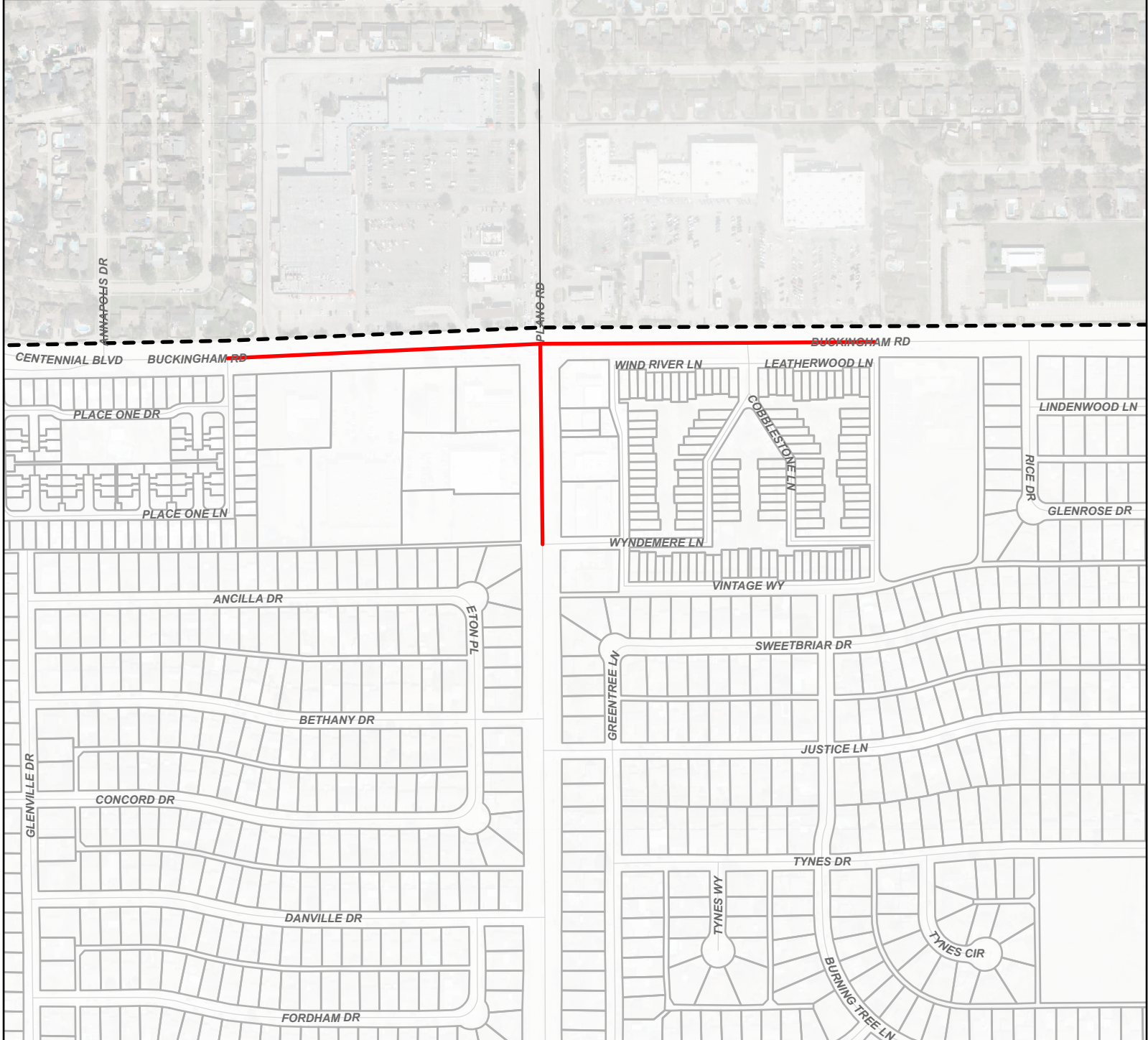
Budget Type:	CIP
Fiscal Year:	2025
Document Location:	CIP - Page 89

Routing

Tamera Wilson, Department Coordinator I
Michael Polocek, Engineering Director
Glenn Breysacher, Chief City Surveyor
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Director of Budget & Research
Crystal Owens, Assistant City Manager
Jennifer Stubbs, City Secretary

Created/Initiated - 11/7/2025
Approved - 11/7/2025
Approved - 11/7/2025
Approved - 11/17/2025
Approved - 11/18/2025
Approved - 11/24/2025
Final Approval - 11/24/2025

[illegible]



— Intersection of Buckingham & Plano R

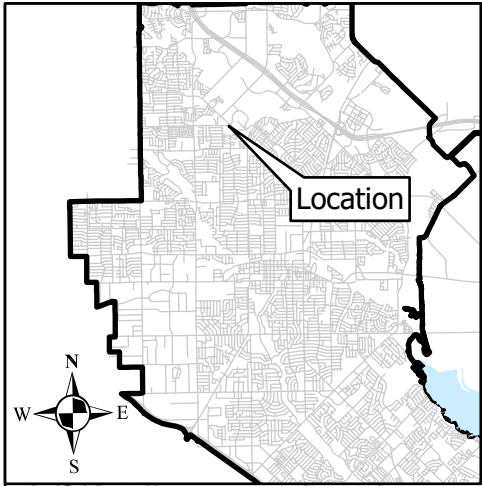
--- City Limit

□ Parcels

BUCKINGHAM ROAD AND
PLANO ROAD INTERSECTION
INTERSECTION 7

Scale: NTS
Date: 04/09/2025
Drawn: OS
File: Buckingham and
Plano Rd Intersection


GARLAND
ENGINEERING
Page 16 of 279



— Intersection of Buckingham & Plano R
— City Limit
— Parcels

N GARLAND AVE AND APOLLO ROAD/SPRING GREEK DRIVE INTERSECTION 18

Scale: NTS
Date: 09/04/2025
Drawn: OS
File: Bottleneck Intersection Improvements



GARLAND

PURCHASING REPORT

2.b

Meeting Date: December 2, 2025

Title: Construction Contract Award for Miller Park South Reconstruction

Submitted by: Tye Tingey, Sr. Civil Engineer

Bid Number: REQ00000255

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

Purchase Justification

This request is to award a contract for construction to R & A Legacy Construction, LLC in the amount of \$2,516,906 for the construction of Miller Park South from Miller Park North to International Road, located in Council District 6. This project is designated as an FY 2025 project in the Street Department's work program.

Evaluation

A request for bids was issued in accordance with Purchasing procedures. Fifteen (15) bids were received and evaluated with R & A Legacy Construction, LLC submitting the Lowest Responsible Bid.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
R & A Legacy Construction, LLC	REQ00000255	All	\$2,516,906.00	Lowest Responsible Bid	REQ00000255

Fiscal Impact

Funding is available in the Infrastructure Repair & Replacement Fund for the reconstruction of an existing roadway, in the amount of \$2,516,900, which is within the approved budget of \$39,450,615 and will leave a remaking balance of \$13,613,276.

Attachments

- A. 2025 Miller Park South-Exhibit
- B. Bid Recap

Budget Type: Operating Budget
Fiscal Year: FY 2025-26
Document Location: Page 217

Routing

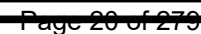
Tye Tingey, Sr. Civil Engineer
Tony Irvin, Streets Director
Gary Holcomb, Procurement & Material Management Director

Created/Initiated - 11/14/2025
Approved - 11/20/2025
Approved - 11/21/2025

Allyson Bell Steadman, Director of Budget & Research
Crystal Owens, Assistant City Manager
Jennifer Stubbs, City Secretary

Approved - 11/21/2025
Approved - 11/24/2025
Final Approval - 11/24/2025

N



[illegible]



GARLAND

PURCHASING REPORT

2.c

Meeting Date: December 2, 2025

Title: Lou Huff Park Improvements

Submitted by: Mark Ellender, Parks Planning Administrator

Bid Number: REQ00000110

Strategic Focus Area: Safe Community
Vibrant Neighborhoods and Commercial Centers

Purchase Justification

This request is to construct park improvements at Lou Huff Park, located at 605 east avenue B. Improvements include demolition of existing site buildings, new restroom/pavilion, futsal court, basketball courts, picnic areas, accessible parking, site lighting and trail connections with supporting amenities along with the required site work, drainage, paving, and utilities.

Evaluation

A request for bids was issued in accordance with Purchasing procedures. Nine (9) bids were received and evaluated based on the published criteria. Millis Development and Construction received the highest evaluated score, offering the Best Value for the City.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Millis Development and Construction	REQ00000110	All	\$4,861,762.59	Best Value	REQ00000110

Fiscal Impact

Funding is available in the Huff Park CIP Project, for the construction award in the amount of \$4,861,763, which will increase the total project budget of \$5,208,000 to \$6,345,000 and is projected to leave a remaining balance of \$1,093,056, pending the approval of additional funding in the 2026 CIP. This project will continue into 2026, and additional funding in the amount of \$1,137,000 will be requested in 2026 for the continuation of the project. Staff is recommending the utilization of inflation reserves to cover the project cost increase to maintain the project schedule.

Attachments

A. Bid Recap

Budget Type: CIP
Fiscal Year: 2025
Document Location: Page 62

Routing

Mark Ellender, Parks Planning Administrator
DLee Williams, Managing Director- Parks and Recreation
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Director of Budget & Research
Andy Hesser, Assistant City Manager
Jennifer Stubbs, City Secretary

Created/Initiated - 11/18/2025
Approved - 11/19/2025
Approved - 11/19/2025
Approved - 11/20/2025
Approved - 11/20/2025
Final Approval - 11/24/2025

[illegible]

[illegible]

[illegible]



GARLAND

PURCHASING REPORT

2.d

Meeting Date: December 2, 2025

Title: GP&L Firewheel Substation Tap Engineering Services Addendum No. 1

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: 0460-25

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is to obtain Addendum No. 1 to Purchase Order 37542 issued for engineering services to support a tap addition at the GP&L Firewheel Substation. Additional services are needed to support updates to the substation protection and control scheme and changes to accommodate the existing bus configuration and constraints discovered after site visits and discussions. This is part of the approved GP&L Firewheel Switch Rebuild CIP Project.

Evaluation

Burns & McDonnell Engineering Company, Inc. was awarded the original PO 37542 in the amount of \$219,500 on January 10, 2025. As competitive bids were not received for the change order, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Burns & McDonnell Engineering Company, Inc.	0460-25	All	\$753,000.00	Change Order	N/A

Fiscal Impact

Funding is available in the GP&L Substations Upgrades CIP Program for the engineering services in the amount of \$753,000, which is in the approved budget of \$1,773,758 and will leave a remaining balance of \$168,494.

Attachments

None

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

Routing

Perla Cruz, Management Services Coordinator
Lauri Vornberg, Electric Budget & Procurement Analyst

Created/Initiated - 11/12/2025
Approved - 11/13/2025

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

Approved - 11/17/2025
Approved - 11/18/2025
Final Approval - 11/24/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) A SPECIFIC USE PROVISION (SUP) FOR AN AUTO REPAIR, MINOR AND (2) A CONCEPT PLAN FOR AN AUTO REPAIR, MINOR USE, ON A PROPERTY ZONED COMMUNITY RETAIL ON A 0.34-ACRE TRACT OF LAND LOCATED AT 4134 BOBTOWN RD; 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 27th day of October 2025, the Plan Commission did consider and make recommendations on a certain request for (1) a Specific Use Provision (SUP) and (2) a Concept Plan, as shown in "Exhibit C" for an Auto Repair, Minor Use, on a property zoned Community Retail by **Osama Dagher** 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) to allow an Auto Repair, Minor use and (2) a Concept Plan for an Auto Repair, Minor use, on a property zoned Community Retail District on a 0.34-acre tract of land located at 4134 Bobtown 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 25-32

PASSED AND APPROVED this _____ day of _____,
2025.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 25-34

All of Lot 1, Block 1, Lake Crest Park Retail, an addition to the City of Garland, Dallas County, Texas.

SPECIFIC USE CONDITIONS

ZONING FILE Z 25-34

4134 Bobtown Road

- I. Statement of Purpose:** The purpose of this Specific Use Provision (SUP) is to allow Automobile Repair, Minor with an SUP.
- 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 Retail District (CR) set forth in Chapter 2 of the Garland Development Code 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. 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;

EXHIBIT B

- 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 CO District, by the GDC, or by state or federal law.

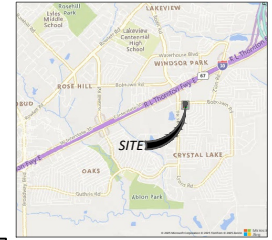
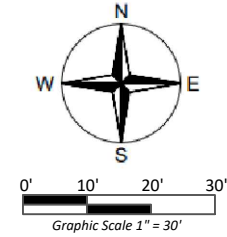
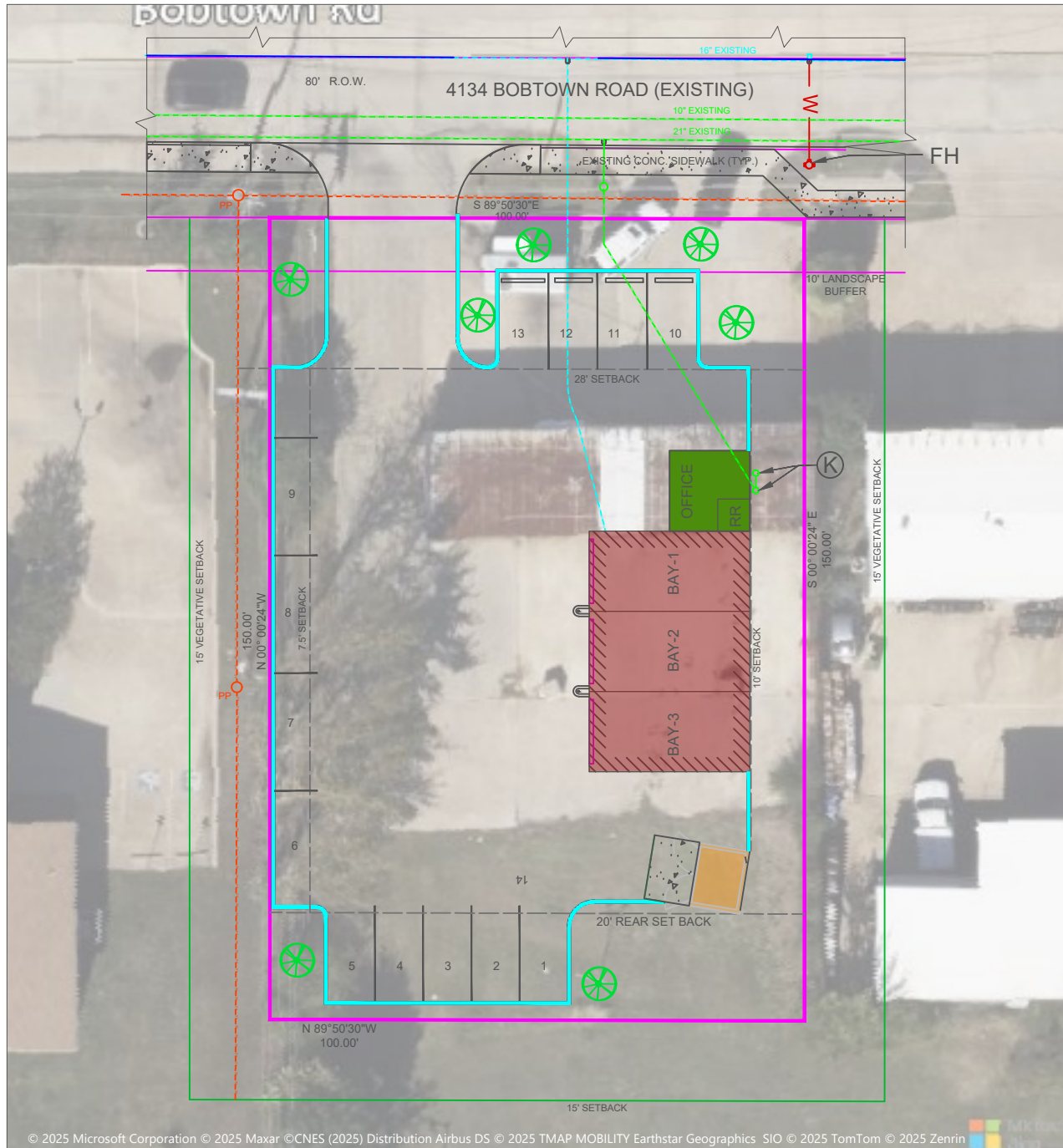
The termination of utilities on the premises for a period of 180 calendar days is prima facie evidence of abandonment and the owner shall have the burden to prove that the Land Use has not been abandoned.

VI. Specific Conditions:

- A. Vehicle Storage: All vehicles stored on-site must be kept either in a secured garage bay or in a secured, gated access parking lot enclosed by a blind fence or wall at least six feet high, and enclosing an area of at least 400 square feet per garage bay.

Time Period: The Specific Use Provision shall have a 30-year time period.

- B. Building Height: Building height shall not exceed 20 feet.
- C. Building Elevation: No building opening shall be permitted on the east and south side of the property, with the exception of emergency exit(s) required by the Building/Fire Code, or other applicable City Code.
- D. Screening: Live screening with trees, plants and shrubs, in addition to applicable required screening per the GDC, shall be provided to the east, west, and south side of the property, as practical, determined by the Planning Director.



SITE DATA TABLE	
LAND AREA	0.34 ACRES (14,884 SF)
EXISTING ZONING	COMMERCIAL
EXISTING LAND USE	COMMERCIAL

PRE-SUBMITTAL CASE NUMBER	230914-1
TOTAL SITE	15,400 SQ. FT.
TOTAL IMPERVIOUS SURFACE	10,256
ZONING CASE NUMBER	225-34
ACREAGE OF SIZE	
SITE ADDRESS	4134 BOB TOWN ROAD, GARLAND TEXAS 75046
PROPOSED USE	AUTO REPAIR
BUILDING SET BACKS	
CURRENT OWNER	OSAMA OMAR DAGHER, ZAfer WISAM ALRIWAMI

NOTE: SITE DESIGN AND CONSTRUCTION PLANS SHALL CONFORM TO ALL REQUIREMENTS OF THE GARLAND DEVELOPMENT CODE (GDC), TECHNICAL STANDARD MANUAL (TSM), AND CITY CODES UNLESS AN APPROVED PD NARRATIVE CONDITION EXPRESSLY PROVIDES OTHERWISE. THE 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.

LEGEND			
	PROPERTY LINES		TREE
	SET BACK / P.U.E. LINES		BAY AREAS (1,349 SF)
	WATER LINES		DUMPSTER ENCLOSURE
	SEWER/SAN LINES		OFFICE AREA (225 SF)
	POWER LINES (AERIAL)		DRIVEWAY AREA (9,656 SF)
	FIRE HYDRANT (EXISTING)		CONC. CURB (194 SF)
	FENCE LINE		FIREWATER LINE (EXISTING)
	STORM SEWER LINES		
	GAS LINES		

OWNER: OSAMA OMAR DAGHER,
ZAfer WISAM ALRIWAMI
NAME OF APPLICANT: OSAMA DAGHER
PLAN PREPARE: MOHAMMED NOFAL
COMPANY NAME: TBD

CONCEPT PLAN

PROJECT NAME - [AUTO SHOP]
4134 BOBTOWN RD, GARLAND TX. 75043

DEVELOPMENT SERVICES



GARLAND

CITY COUNCIL STAFF REPORT

4

Meeting Date: December 2, 2025

Title: Parking Restrictions on Marquis Drive

Submitted by: Paul Luedtke, Director of Transportation

Strategic Focus Area: Safe Community
Vibrant Neighborhoods and Commercial Centers

Issue / Summary

Semi-trailer trucks are parking on Marquis Drive in the Industrial area causing delay getting in and out of driveways. It also makes exiting parking lots difficult. Council is requested to restrict parking on the north side of Marquis Dr. adjacent to 2763 Marquis Dr.

Background

- GDML, Inc is located at 2763 Marquis Drive, which is in the industrial area of the City. Throughout the day, many semi-trailer trucks are parked on the street, causing difficulty for employees to get in and out of the driveway.
 - GDML, Inc requested restrictions in front of their property
-

Consideration / Recommendation

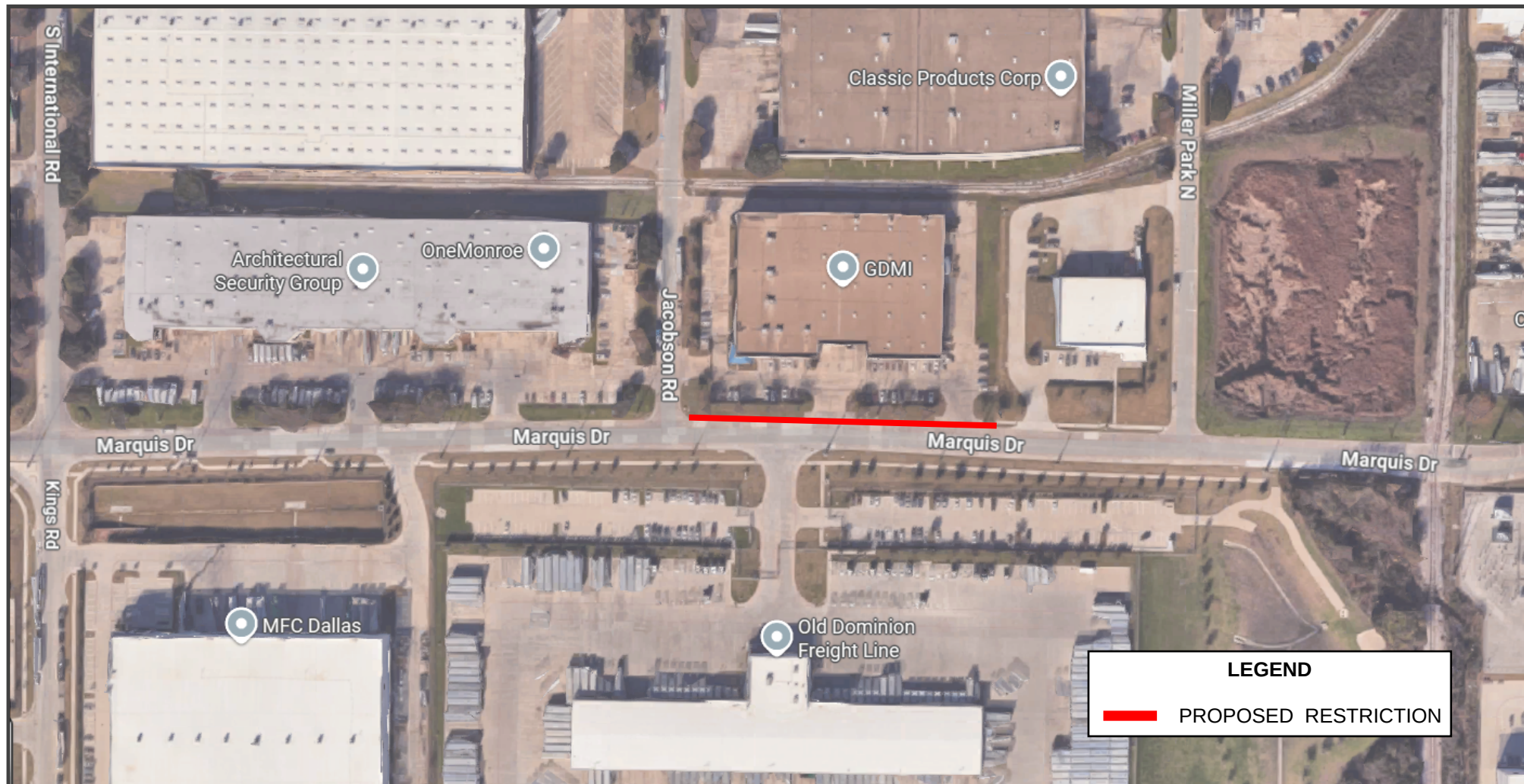
This action will only restrict parking in front of GDML, Inc. Council is requested to restrict parking on the north side of Marquis Dr. adjacent to 2763 Marquis Dr.

Attachments

- A. 2763 Marquis Dr (Parking Restriction) exhibit
- B. 2763 Marquis Dr - GDML Inc (ordinance)

PROPOSED PARKING RESTRICTION

2763 MARQUIS DRIVE



ORDINANCE NO. 7629

AN ORDINANCE AMENDING CHAPTER 33, "TRANSPORTATION" OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY CLAUSE, A SAVINGS CLAUSE, AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Section 33.48, Paragraph A, "Prohibited at all times", of Article IV, "Stopping, Standing, and Parking", of Chapter 33, "Transportation", of the Code of Ordinances, City of Garland, Texas, is hereby amended by the addition of the following:

<u>Street</u>	<u>Extend</u>	<u>Side</u>
Marquis Drive	Jacobson Road to 470 feet east of Jacobson Road	North

Section 2

That violation of the provisions of this Ordinance shall constitute a misdemeanor punishable in accordance with Section 10.01 through 10.06 of Chapter 10 of the Code of Ordinances, City of Garland, Texas.

Section 3

That Chapter 33 of the Code of Ordinances, City of Garland, Texas, shall remain in full force and effect, save and except as amended by this Ordinance.

Section 4

That the terms and provisions of this Ordinance are severable and are governed by Section 10.01 through 10.06 of the Code of Ordinances of the City of Garland, Texas.

Section 5

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

PASSED AND APPROVED this XX day of October, 2025.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND

CITY COUNCIL STAFF REPORT

5

Meeting Date: December 2, 2025

Title: Abandonment of a Utility Easement and Portions of Two Utility Easements in proposed Mission Hills Phase 1

Submitted by: Evelyn Gomez, Department Coordinator II

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. ____ Easement Abandonment - Mission Hills
- B. Exhibit D - Abandonment of Easements WO Warranty
- C. Location Map - Mission Hills
- D. Exhibit A - Wastewater ESMT Abandonment
- E. Exhibit B - Wastewater ESMT Abandonment
- F. Exhibit C - Wastewater ESMT Abandonment
- G. Mission Hills_New Water-WW ESMT_Recorded-20251114

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ABANDONMENT, RELEASE, AND CONVEYANCE OF A NONEXCLUSIVE EASEMENT AND PORTIONS OF TWO UTILITY EASEMENTS; AUTHORIZING THE MAYOR OF THE CITY OF GARLAND TO EXECUTE A DEED CONVEYING THE EASEMENTS TO DRP ODIN 15, LLC UPON THE CONDITIONS IN THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garland ("City") is the owner of a Nonexclusive Easement and Right-of-Way recorded at Volume 91174, Page 3679 ("the "Nonexclusive Easement"), an Utility Easement recorded at Volume 71, Page 620, and an Utility Easement recorded at Volume 94080, Page 388 of the Official Public Records of Dallas County, Texas (collectively, the "Utility Easements; together with the Nonexclusive Easement as the "Abandonment Easements");

WHEREAS, DRP ODIN 15, LLC, a Delaware limited liability company ("Owner") is the owner of that certain tract of land located in the J. Little Survey, Abstract 761, as recorded in that certain deed to Owner as Instrument Number 202500092281 of the Official Public Records of Dallas County, Texas (the "Property"), which is encumbered by the Abandonment Easements;

WHEREAS, Owner has requested the City to abandon the Nonexclusive Easement in its entirety and portions of the Utility Easements as more fully described and depicted on Exhibits "A," "B," and "C," respectively, attached hereto;

WHEREAS, Owner has conveyed a new easement to serve existing utilities on the Property in that certain _____ Easement, recorded as Instrument Number _____ of the Official Public Records of Dallas County, Texas and has further agreed to grant via plat new separate and independent utility infrastructure easements (collectively, the "New Easements") to fulfill the purposes of the Abandonment Easements; and

WHEREAS, the City has determined that following the granting of the New Easements, the Abandonment Easements are no longer needed for public use and should be abandoned and conveyed to the Owner;

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

Section 1

That the recitals of this Resolution are true and correct and are incorporated into the body of this Resolution as if set forth fully herein.

Section 2

That the abandonment and conveyance of the Abandonment Easements, upon the conveyance of the New Easements, by the City of Garland to Owner is hereby approved.

Section 3

That the Mayor is hereby authorized, upon the Owner conveying the New Easements, to execute an Abandonment of Certain Easements Without Warranty, the form and substance of which is attached as Exhibit "D" and incorporated herein by reference, conveying the Abandonment Easements to Owner.

Section 4

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

**ABANDONMENT OF CERTAIN EASEMENTS
WITHOUT WARRANTY**

STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF DALLAS

§

That the **City of Garland, Texas, a Texas home-rule municipality** ("Grantor"), for ten dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **DRP ODIN 15, LLC**, a Delaware Limited Liability Company ("Grantee"), has **GRANTED, ABANDONED, AND CONVEYED**, and by these presents does **GRANT, ABANDON, AND CONVEY** unto Grantee all of its easement interests in:

1. That certain Nonexclusive Easement and Right-of-Way recorded at Volume 91174, Page 3679, as more fully described and depicted in Exhibit "A," attached hereto;

2. The portion of that certain Utility Easement recorded at Volume 71, Page 620, Official Public Records of Dallas County, Texas, more fully described and depicted in Exhibit "B," attached hereto; and

3. The portion of that certain Utility Easement recorded at Volume 94080, Page 388 of the Official Public Records of Dallas County, Texas, more fully described and depicted in Exhibit "C," attached hereto.

The Nonexclusive Easement in Exhibit "A" and portions of the Utility Easements in Exhibits "B" and "C" collectively referred to herein as the "Easement Area."

THIS CONVEYANCE IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS, AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING - WITHOUT LIMITATION - ANY WARRANTIES ARISING UNDER COMMON LAW OR UNDER SECTION 5.023 OF THE TEXAS PROPERTY CODE OR OTHER STATUTE. BY ACCEPTANCE OF THIS CONVEYANCE, GRANTEE ACKNOWLEDGES THAT THE EASEMENT AREA IS CONVEYED "AS IS - WHERE IS, WITH ALL FAULTS".

This conveyance is subject to any (1) visible and apparent third-party easements and encroachments, whether of record or not; and (2) covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, existing reservations of mineral interests, existing mineral leases, or other instruments

This Abandonment applies only to the specific portions of those easements listed above and is in no way intended to be an abandonment of any other easement or property interest held by the City of Garland, whether also encumbering the Easement Area or otherwise.

TO HAVE AND TO HOLD the Easement Area, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, its heirs, successors, and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

GRANTOR:

CITY OF GARLAND, TEXAS

By: _____
Mayor

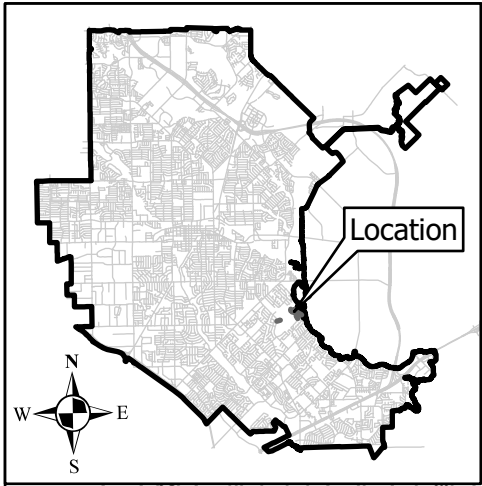
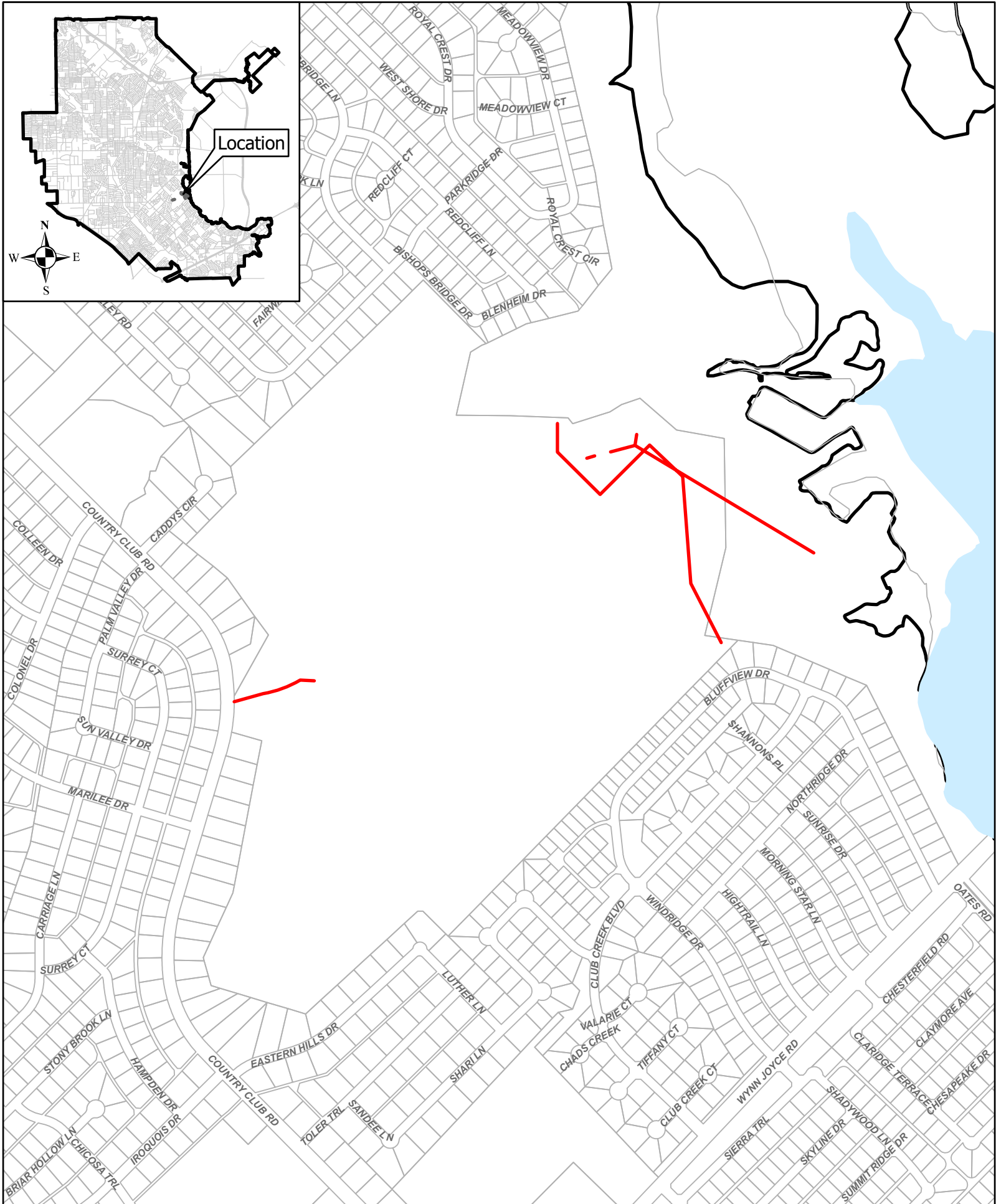
ACKNOWLEDGMENT

STATE OF TEXAS \$
COUNTY OF DALLAS \$

This instrument was acknowledged before me on the _____ day of _____, 2025, by Dylan Hedrick, Mayor of the City of Garland, Texas, on behalf of the City.

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

Notary Public in and for the State
of Texas



- Project Location
- Parcels
- Lake Ray Hubbard

MISSION HILLS - ABANDONMENTS (CASE #240045-0)

Scale: NTS
 Date: 11/07/2025
 Drawn: OS
 File: Mission Hills - Abandonments
 (Case #240045-0)

GARLAND
ENGINEERING

Page 47 of 279

EXHIBIT A

All that certain tract or parcel at Land situated in the City of Garland, Dallas County, Texas, and a part of the John Little League Abstract 761, and being a portion of Eastern Hills County Country Club as recorded in Volume 4194, Page 610 of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 1/2" iron rod found on the arc of a non-tangent curve to the right on the easterly line of County Club Rd., an 80 foot wide public right-of-way, same being the southwest corner of Lot 8, Block 27, Eastern Hills Estates No. 7, section 4, an addition to the City of Garland as recorded in Volume 73082, Page 786 of the Deed of Records of Dallas County, Texas;

Thence along the arc of the said non-tangent curve having a radial bearing of North 08°35'37" West, a radius of 995.37 feet, and a central angle of 01°29'49", and a distance of 26.00 feet to the Point of Beginning;

Thence North 72°42'01" East, 272.80 feet to a corner;

Thence North 61°47'15" East, 121.25 feet to a corner;

Thence South 88°47'38" East, 88.90 feet to a corner;

Thence South 01°12'22" West, 15.00 feet to a corner;

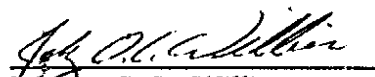
Thence North 88°47'38" West, 84.96 feet to a corner;

Thence South 61°47'15" West, 118.75 feet to a corner;

Thence South 72°42'01" West, 278.63 feet to a corner, to a point on the arc to a non-tangent curve to the left and on the said easterly line of County Club Road;

Thence along the arc of the said non-tangent curve having a radial bearing of South 89°29'37" West, a radius of 995.37 feet, and a central angle of 00°53'59", an arc distance of 15.63 feet, and containing a computed area of 7,249.00 square feet or 0.17 acres of land.

Compiled from field and record data
by Survcon, Inc.

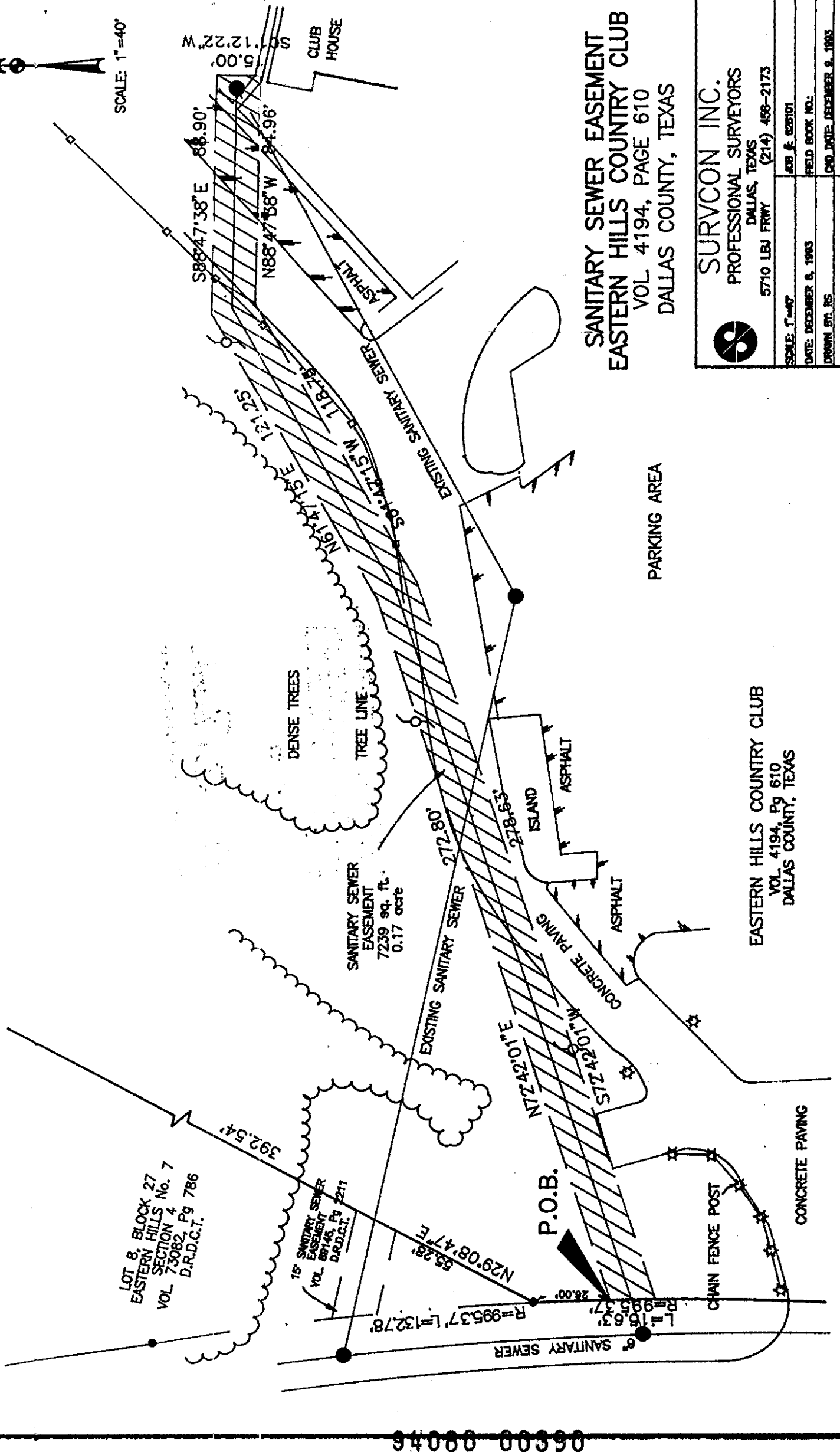

Johnny D.L. Williams

Registered Professional Land Surveyor
Texas Registration No. 4818

b:\gl.ccr.sur

94080 00389

EXHIBIT A



 SURVCON INC. PROFESSIONAL SURVEYORS DALLAS, TEXAS 5710 LBJ FRWY (214) 458-2173	
SCALE: 1"=40'	JOB # 028101
DATE: DECEMBER 8, 1993	FIELD BOOK NO.:
DRAWN BY: RS	CAD DATE: DECEMBER 8, 1993
CHECKED BY: JULY	CAD FILE: 028101.DWG

EASTERN HILLS COUNTRY CLUB
VOL. 4194, Pg 610
DALLAS COUNTY, TEXAS

EXHIBIT "B"

PORTION OF UTILITY EASEMENT ABANDONMENT
TRACT ONE: 0.606 ACRE (26,400 SQUARE FEET)
TRACT TWO: 0.011 ACRE (485 SQUARE FEET)
DRP ODIN 15, LLC

BEING two tracts of land situated in the J. Little Survey, Abstract No. 761, City of Garland, Dallas County, Texas, the subject tract being a portion of Tract 1 of a 176.990 acre tract of land conveyed to DRP ODIN 15, LLC by Special Warranty Deed recorded in Instrument Number 202500092281, Official Public Records, Dallas County, Texas (OPRDCT) and being part of a Utility Easement recorded in Volume 71, Page 620 of the Deed Records of Dallas County, Texas, the subject tract being more particularly described as follows:

TRACT ONE:

BEGINNING at a point on the common property line between the said DRP ODIN 15, LLC tract and a tract conveyed to the City of Dallas, recorded in Volume 68029, Page 536 DRDCT, and from which a 1/2" capped iron rod found at the east corner of Country Club Park Estates, according to the plat recorded in Volume 73018, Page 707, of said Deed Records bears N 45°58'25" W, 1412.57 feet;

THENCE N 41°27'32" E, 36.21 feet along the said common property line;

THENCE N 74°59'00" E, 125.36 feet;

THENCE N 08°07'00" E, 51.26 feet;

THENCE S 81°53'00" E, 10.00 feet;

THENCE S 08°07'00" W, 51.26 feet;

THENCE S 58°46'00" E, 1154.20 feet;

THENCE S 43°05'59" W, 22.14 feet from which a 1/2" capped iron rod found in the north line of Club Creek Addition, an addition to the City of Garland according to the plat recorded in Volume 84185, Page 2019, of said Deed Records bears S 41°26'43" W, 798.39 feet;

THENCE N 58°46'00" W, 1146.90 feet;

THENCE S 74°59'00" W, 152.44 feet to POINT OF BEGINNING with the subject tract containing 26,400 square feet or 0.606 acres of land.

Basis of Bearing derived from the State Plane Coordinate System, North American Central Zone 4202, North American Datum of 1983 (2011).

A Drawing Of Even Date Accompanies This Description

PAGE 1 OF 7



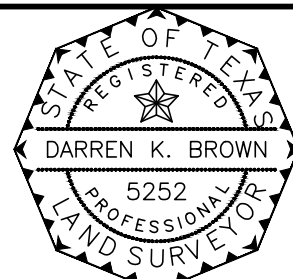
CITY OF GARLAND

EASEMENT ABANDONMENT

CITY OF GARLAND

DALLAS COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.	Scale
JBH/JAN	DB	11/10/25	24-298	None



DARREN K. BROWN, R.P.L.S. 5252

EXHIBIT "B"

PORTION OF UTILITY EASEMENT ABANDONMENT
TRACT ONE: 0.606 ACRE (26,400 SQUARE FEET)
TRACT TWO: 0.011 ACRE (485 SQUARE FEET)
DRP ODIN 15, LLC

TRACT TWO:

BEGINNING at a point on the south line of an easement conveyed to the City of Garland, recorded in Volume 71, Page 620 Deed Records, Dallas County, Texas (DRDCT), from which a 1/2" capped iron rod found in the north line of Club Creek Addition, an addition to the City of Garland according to the plat recorded in Volume 84185, Page 2019, of said Deed Records bears S 30°33'38" E, 1320.76 feet;

THENCE S 75°07'01" W, 51.34 feet;

THENCE N 14°52'59" W, 10.00 feet, from which a 1/2" capped iron rod found at the east corner of Country Club Park Estates, according to the plat recorded in Volume 73018, Page 707, of said Deed Records bears N 41°40'03" W, 1340.82 feet;

THENCE N 75°07'01" E, 45.57 feet;

THENCE S 44°52'59" E, 11.55 feet to the POINT OF BEGINNING with the subject tract containing 485 square feet or 0.011 acres of land.

Basis of Bearing derived from the State Plane Coordinate System, North American Central Zone 4202, North American Datum of 1983 (2011).

A Drawing Of Even Date Accompanies This Description

PAGE 2 OF 7



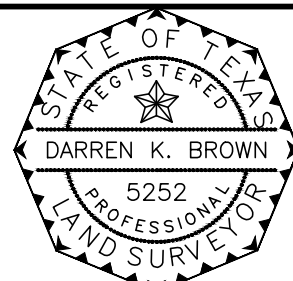
CITY OF GARLAND

EASEMENT ABANDONMENT

CITY OF GARLAND

DALLAS COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.	Scale
JBH/JAN	DB	11/10/25	24-298	None

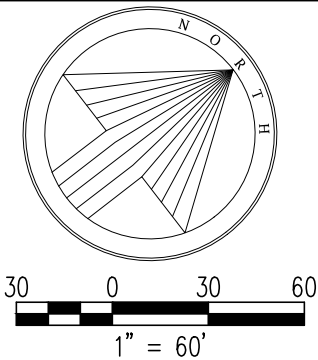


DKB

DARREN K. BROWN, R.P.L.S. 5252

EXHIBIT "B"

City of Dallas
Vol. 68029, Pg. 536 DRDCT



Basis of bearing derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, (2011).

POINT OF BEGINNING

DRP ODIN 15, LLC
Inst. No 202500092281 OPRDCT

City of Garland
Easement Abandonment
Tract 1
0.606 Ac.
(26,400 S.F.)

20' Util. Esmt.
Vol. 91174, Pg. 3679 DRDCT

J. LITTLE SURVEY
ABSTRACT NO. 761

LEGEND	
R.O.W.	RIGHT-OF-WAY
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

SEE PAGE 4



D.K.B.

DARREN K. BROWN, R.P.L.S. 5252

A Description Of Even Date Accompanies This Drawing

PAGE 3 OF 7

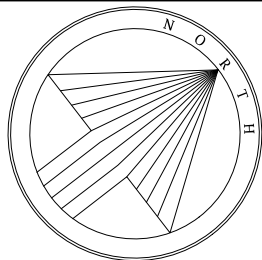


CITY OF GARLAND
EASEMENT ABANDONMENT
CITY OF GARLAND
DALLAS COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.	Scale
JBH/JAN	DB	11/10/25	24-298	1"=60'

EXHIBIT "B"

SEE PAGE 3



30 0 30 60
1" = 60'

Basis of bearing derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, (2011).

LEGEND

R.O.W.	RIGHT-OF-WAY
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

DRP ODIN 15, LLC

Inst. No 202500092281 OPRDCT

**City of Garland
Easement Abandonment**
0.606 Ac.
(26,400 S.F.)

**J. LITTLE SURVEY
ABSTRACT NO. 761**

Util. Esmt.
Vol. 71, Pg. 620 DRDCT
(Section To Be Abandoned)

S 58°46'00" E ~ 1154.20'
N 58°46'00" W ~ 1146.90'

City of Dallas Esmt.
Tract No. 1
Vol. 69184, Pg. 609 DRDCT

SEE PAGE 5

A Description Of Even Date Accompanies This Drawing

PAGE 4 OF 7

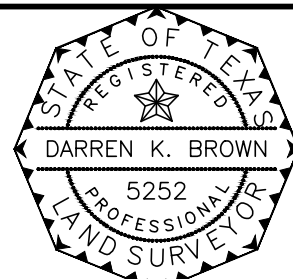


CITY OF GARLAND

EASEMENT ABANDONMENT

CITY OF GARLAND

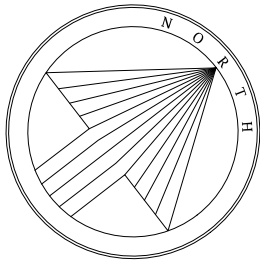
DALLAS COUNTY, TEXAS



D.K.B.

DARREN K. BROWN, R.P.L.S. 5252

Drawn:	Checked:	Date	Job No.	Scale
JBH/JAN	DB	11/10/25	24-298	1"=60'



30 0 30 60
1" = 60'

Basis of bearing derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, (2011).

EXHIBIT "B"

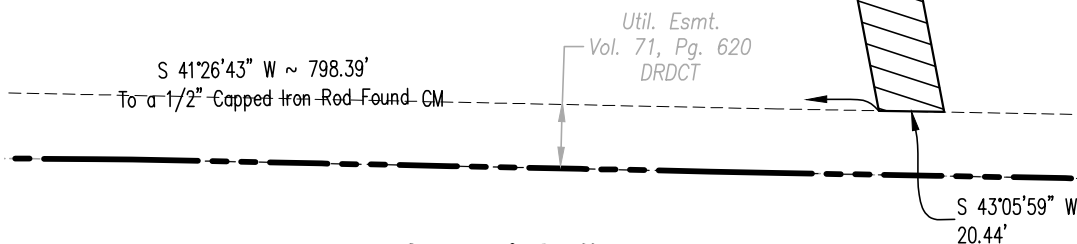
SEE PAGE 4

DRP ODIN 15, LLC
Inst. No 202500092281 OPRDCT

City of Garland
Easement Abandonment
Tract 1
0.606 Ac.
(27,133 S.F.)

J. LITTLE SURVEY
ABSTRACT NO. 761

LEGEND	
R.O.W.	RIGHT-OF-WAY
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS



City of Dallas
Cause No. 45937-C &
Cause No. 68-2807-C

A Description Of Even Date Accompanies This Drawing

PAGE 5 OF 7



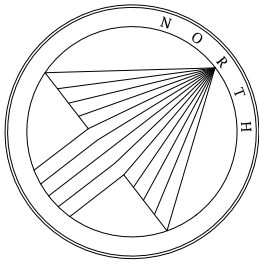
CITY OF GARLAND
EASEMENT ABANDONMENT
CITY OF GARLAND
DALLAS COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.	Scale
JBH/JAN	DB	11/10/25	24-298	1"=60'



DARREN K. BROWN, R.P.L.S. 5252

EXHIBIT "B"



Basis of bearing derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, (2011).

20' Util. Esmt.
Vol. 91174, Pg. 3679
DRDCT

Util. Esmt.
Vol. 71, Pg. 620 DRDCT

N 41°40'03" W ~ 1340.82'
To a 1/2" Capped Iron Rod Found CM

Line Table		
Line #	Bearing	Distance
L1	S75°07'01"W	51.34'
L2	N14°52'59"W	10.00'
L3	N75°07'01"E	45.57'
L4	S44°52'59"E	11.55'

City of Garland
Easement Abandonment
Tract 2
0.011 Ac.
(485 S.F.)

City of Dallas
Vol. 68029, Pg. 536 DRDCT

J. LITTLE SURVEY
ABSTRACT NO. 761

POINT OF
BEGINNING

POINT OF
BEGINNING

Util. Esmt.
Vol. 71, Pg. 620 DRDCT
(Section To Be Abandoned)

S 30°33'38" E ~ 1320.76'
To a 1/2" Capped Iron Rod Found CM

N 45°58'25" W ~ 1412.57'
To a 1/2" Capped
Iron Rod Found CM

N 41°27'32" E
36.21'

N 74°59'00" E ~ 125.36'
S 74°59'00" W ~ 152.44'

N 08°07'00" E
51.26'
S 08°07'00" W
51.26'

DRP ODIN 15, LLC
Inst. No 202500092281 OPRDCT

City of Garland
Easement Abandonment
Tract 1
0.606 Ac.
(26,400 S.F.)

LEGEND	
R.O.W.	RIGHT-OF-WAY
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

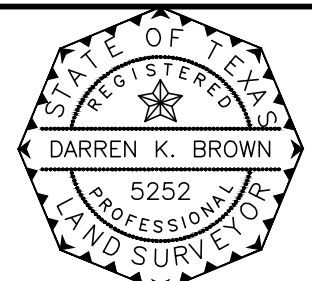
A Description Of Even Date Accompanies This Drawing

PAGE 6 OF 7

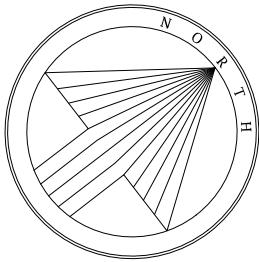


CITY OF GARLAND
EASEMENT ABANDONMENT
CITY OF GARLAND
DALLAS COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.	Scale
JBH/JAN	DB	11/10/25	24-298	1"=60'



DARREN K. BROWN, R.P.L.S. 5252



200 0 200 400
1" = 400'

Basis of bearing derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, (2011).

LEGEND	
R.O.W.	RIGHT-OF-WAY
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

Tract 2
City of Garland
Easement Abandonment
0.011 Ac.
(485 S.F.)

DRP ODIN 15, LLC
Inst. No 202500092281 OPRDCT

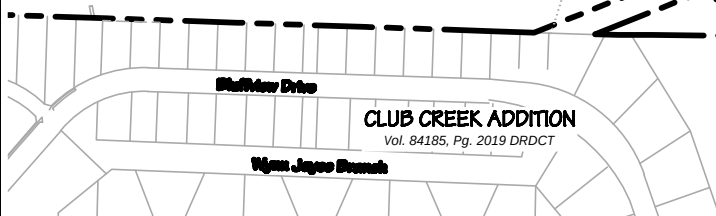
Tract 1
City of Garland
Easement Abandonment
0.606 Ac.
(26,400 S.F.)

City of Dallas
Tract II
Vol. 69184, Pg. 652 DRDCT

City of Dallas
Tract I
Vol. 69184, Pg. 652 DRDCT

City of Dallas
Vol. 68033, Pg. 535 DRDCT

City of Dallas
Vol. 68029, Pg. 536 DRDCT



A Description Of Even Date Accompanies This Drawing

PAGE 7 OF 7



CITY OF GARLAND

EASEMENT ABANDONMENT

CITY OF GARLAND

DALLAS COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.	Scale
JBH/JAN	DB	11/10/25	24-298	1"=400'

EXHIBIT "C"

PORTION OF UTILITY EASEMENT ABANDONMENT 0.966 ACRE (42,094 SQUARE FEET) DRP ODIN 15, LLC

BEING a tract of land situated in the J. Little Survey, Abstract No. 761, City of Garland, Dallas County, Texas, the subject tract being a portion of Tract 1 of a 176.990 acre tract of land conveyed to DRP ODIN 15, LLC by Special Warranty Deed recorded in Instrument Number 202500092281, Official Public Records, Dallas County, Texas (OPRDCT) and being part of a Nonexclusive Easement and Right-of-Way, recorded in Volume 91174, Page 3679 of the Deed Records of Dallas County, Texas (DRDCT), the subject tract being more particularly described as follows:

BEGINNING at a point, on the southerly property line of said DRP ODIN 15, LLC tract, from which a 1/2" capped iron rod found in the north line of Club Creek Addition, an addition to the City of Garland according to the plat recorded in Volume 84185, Page 2019, of said Deed Records bears S 11°54'19" W, 92.22 feet;

THENCE N 26°40'04" W, 383.34 feet;

THENCE N 04°32'44" W, 595.95 feet;

THENCE N 46°40'10" W, 239.47 feet;

THENCE S 44°22'01" W, 387.20 feet;

THENCE N 44°52'59" W, 347.45 feet;

THENCE N 00°07'01" E, 167.76 feet from which a 1/2" capped iron rod found at the east corner of Country Club Park Estates, according to the plat recorded in Volume 73018, Page 707, of said Deed Records bears N 41°56'16" W, 1084.91 feet;

THENCE S 78°23'35" E, 20.41 feet;

THENCE S 00°07'01" W, 155.41 feet;

THENCE S 44°52'59" E, 318.91 feet;

THENCE N 44°22'01" E, 386.58 feet;

THENCE S 46°40'10" E, 266.81 feet;

THENCE S 04°32'44" E, 599.75 feet;

THENCE S 26°40'04" E, 360.82 feet;

THENCE S 20°23'51" W, 27.32 feet to the POINT OF BEGINNING with the subject tract containing 42,094 square feet or 0.966 acres of land.

A Drawing Of Even Date Accompanies This Description

PAGE 1 OF 4



CITY OF GARLAND

EASEMENT ABANDONMENT

CITY OF GARLAND

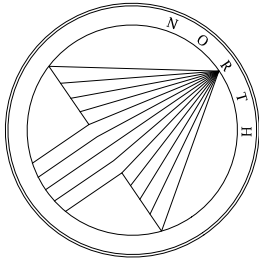
DALLAS COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.	Scale
JBH/JAN	DB	11/10/25	24-298	None



DARREN K. BROWN, R.P.L.S. 5252

EXHIBIT "C"



60 0 60 120
1" = 120'

Basis of bearing derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, (2011).

LEGEND	
R.O.W.	RIGHT-OF-WAY
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

DRP ODIN 15, LLC
Inst. No 202500092281 OPRDCT

City of Garland
Easement Abandonment
0.966 Ac.
(42,094 S.F.)

20' Util. Esmt.
Vol. 91174, Pg. 3679 DRDCT
(Section To Be Abandoned)

J. LITTLE SURVEY
ABSTRACT NO. 761

N 04°32'44" W ~ 595.95'
S 04°32'44" E ~ 599.75'

N 26°40'04" W ~ 383.34'
S 26°40'04" E ~ 360.82'

City of Dallas
Tract II
Vol. 69184, Pg. 652 DRDCT

City of Dallas Esmt.
Tract No. I
Vol. 69184, Pg. 609 DRDCT

S 11°54'19" W
92.22'

S 20°23'51" W
27.32'

1/2" CIRF
CM

SEE PAGE 3

A Description Of Even Date Accompanies This Drawing

PAGE 2 OF 4



CITY OF GARLAND
EASEMENT ABANDONMENT
CITY OF GARLAND
DALLAS COUNTY, TEXAS

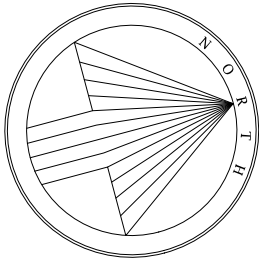


D.K.B.

DARREN K. BROWN, R.P.L.S. 5252

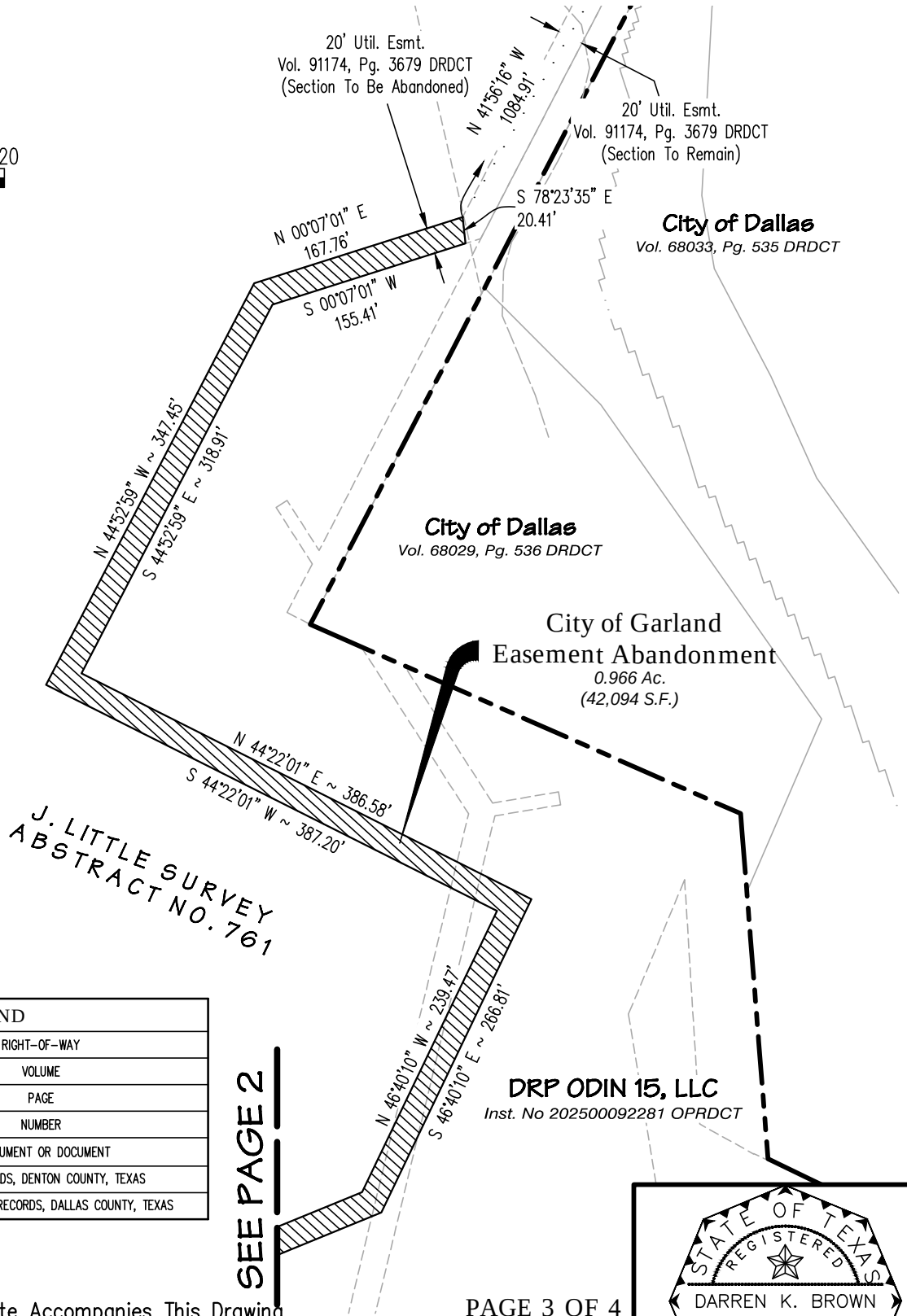
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JBH/JAN	DB	11/10/25	24-298	1"=150'

EXHIBIT "C"



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1" = 120'

Basis of bearing derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, (2011).



LEGEND

R.O.W.	RIGHT-OF-WAY
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

SEE PAGE 2

A Description Of Even Date Accompanies This Drawing

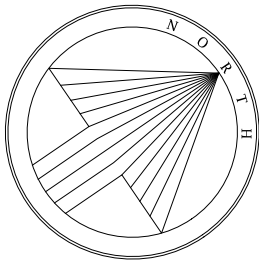
PAGE 3 OF 4



CITY OF GARLAND
EASEMENT ABANDONMENT
CITY OF GARLAND
DALLAS COUNTY, TEXAS



DARREN K. BROWN, R.P.L.S. 5252



200 0 200 400
1" = 400'

Basis of bearing derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, (2011).

LEGEND	
R.O.W.	RIGHT-OF-WAY
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

DRP ODIN 15, LLC

Inst. No 202500092281 OPRDCT

J. LITTLE SURVEY
ABSTRACT NO. 761

City of Garland
Easement Abandonment
0.966 Ac.
(42,094 S.F.)

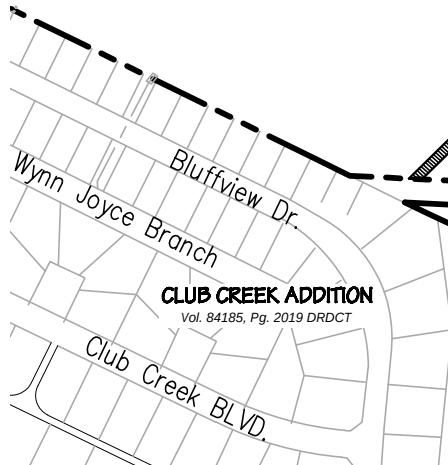
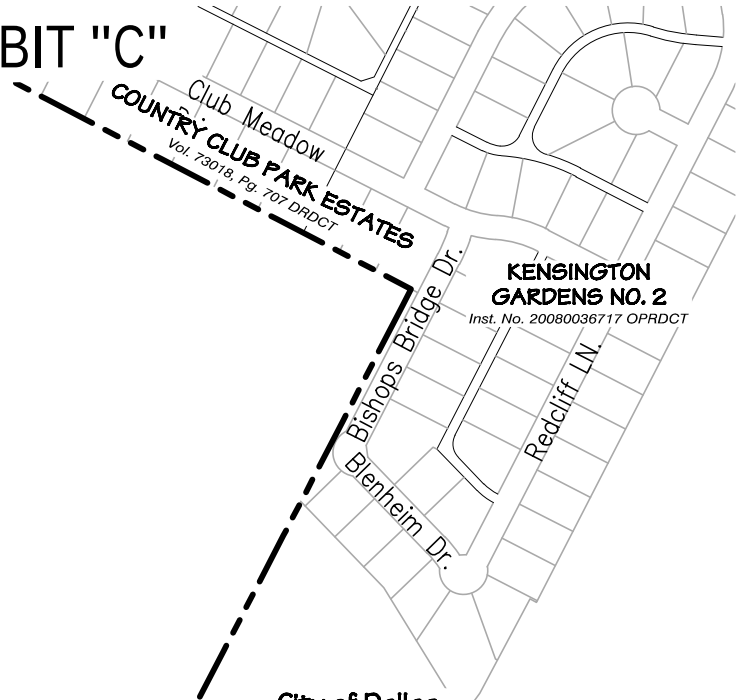


EXHIBIT "C"



City of Dallas

Vol. 68033, Pg. 535 DRDCT

City of Dallas

Vol. 68029, Pg. 536 DRDCT

City of Dallas

Tract I
Vol. 69184, Pg. 652 DRDCT

City of Dallas

Tract II
Vol. 69184, Pg. 652 DRDCT

A Description Of Even Date Accompanies This Drawing

PAGE 4 OF 4



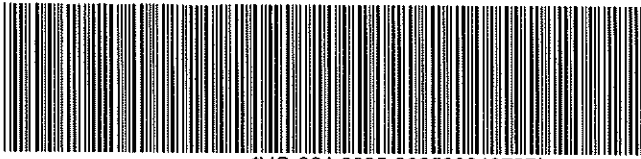
CITY OF GARLAND

EASEMENT ABANDONMENT

CITY OF GARLAND

DALLAS COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.	Scale
JBH/JAN	DB	11/10/25	24-298	1"=400'



VG-364-2025-202500240727

Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202500240727

Real Property Recordings

Recorded On: November 14, 2025 10:26 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$53.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202500240727
Receipt Number: 20251114000263
Recorded Date/Time: November 14, 2025 10:26 AM
User: Javen H
Station: Cc136

Record and Return To:

SPIARS ENGINEERING INC
765 CUSTER RD

PLANO TX 75075



STATE OF TEXAS

Dallas County

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Dallas County, Texas**

John F. Warren
Dallas County Clerk
Dallas County, TX

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

WATER AND WASTEWATER EASEMENT

STATE OF TEXAS

§
§
§

KNOW ALL BY THESE PRESENTS:

COUNTY OF DALLAS

That **DRP Odin 15, LLC** ("Grantor", whether one or more), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, including the benefits to be obtained by Grantor by reason of the construction of the improvements contemplated herein, the sufficiency of which is hereby acknowledged, paid in hand by the City of Garland, a Texas home-rule municipality ("Grantee"), has **GRANTED AND CONVEYED**, and by these presents does **GRANT AND CONVEY** unto Grantee a perpetual privilege, right, and exclusive easement (the "Easement") in and to those certain lots, tracts, or parcels of land situated in the County of Dallas, State of Texas, and more particularly described in Exhibit **A** attached hereto and incorporated herein by reference (the "Easement Area").

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

The Easement hereby granted is for the purpose of giving to Grantee, its successors and assigns, the right to construct, reconstruct, alter, rebuild, and perpetually maintain water and wastewater facilities (the "Facilities") over, under, upon, across and within the Easement Area together with the right to enter the Easement Area to inspect, operate, repair, replace, and remove said Facilities including working space for installation, construction, reconstruction, additions, enlargements, and maintenance of pipelines, valves, junction boxes, vents, manholes, cleanouts, and other incidental underground and aboveground attachments, equipment and appurtenances used for water and wastewater services.

Grantee shall have the right of ingress, egress, entry, and access in, to, through, on, over, under, and across the Easement Area and where same intersects any public road, public right-of-way, or other easement to which Grantee has the right to access, and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it herein, without the necessity at any time of procuring permission from anyone.

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

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

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

EXECUTED effective as of this date 12 November, 2025.

GRANTOR: **DRP Odin 15, LLC**,
a Delaware limited liability company

By: DW General Partner, LLC,
a Delaware limited liability company
Its: Manager

By: *Houdin Honarvar*
Houdin Honarvar, Member

ACKNOWLEDGMENT

New York
STATE OF ~~TEXAS~~ §
COUNTY OF ~~DALLAS~~ §

New York
This instrument was acknowledged before me on this the date of 12 November, 2025,
by Houdin Honarvar [Name], Member [Title]
of DRP Odin 15, LLC on behalf of said individual / entity [circle one].

[SEAL]

DB

Notary Public in and for the State of ~~Texas~~

New York

DEBORAH BRAZIER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BR0041391
Qualified in Suffolk County
Commission Expires September 08, 2029

EXHIBIT "A"

WATER AND WASTEWATER EASEMENT

1.034 Acres (45,026 S.F.)

DRP ODIN 15, LLC

J. LITTLE SURVEY, ABSTRACT NO. 761

CITY OF GARLAND, DALLAS COUNTY, TEXAS

BEING a tract of land situated in the J. Little Survey, Abstract No. 761, City of Garland, Dallas County, Texas, being part of a tract conveyed to DRP Odin 15, LLC, by deed recorded in Instrument No. 202500092281 of the Official Public Records of Dallas County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a point in a northeast line of a tract of land described as "Tract II", conveyed to the City of Dallas, by deed recorded in Volume 69184, Page 652, of the Deed Records of Dallas County, Texas and being in a south line of said DRP Odin 15, LLC tract, from which a 1/2" capped iron rod found in a south line of said Tract II, at the northeast corner of Lot 40, Block 6, Club Creek, an addition to the City of Garland, according to the plat recorded in Volume 84185, Page 2019, of the Deed records of Dallas County, Texas and the northwest corner of a Common Area & Drainage Easement for said Club Creek, bears S 41°42'12" W, 498.72 feet;

THENCE N 75°27'55" W, 20.75 feet, with said northeast line of Tract II and a south line of said DRP Odin 15, LLC tract;

THENCE departing said northeast line of Tract II and said south line of DRP Odin 15, LLC tract, over and across said DRP Odin 15, LLC tract, the following:

N 00°55'10" W, 41.96 feet;
N 41°31'24" E, 76.48 feet;
N 47°25'51" E, 92.95 feet;
N 06°41'43" W, 3.36 feet;
N 29°47'14" W, 29.49 feet;
N 36°38'38" W, 101.31 feet;
N 56°02'29" W, 559.90 feet;
N 55°42'51" W, 109.30 feet;
N 49°11'47" W, 177.48 feet;
N 57°44'55" W, 163.92 feet;
S 50°08'11" W, 104.50 feet;
S 41°27'32" W, 99.90 feet;
N 69°12'53" W, 33.75 feet;
N 44°02'25" W, 315.21 feet;
N 00°07'01" E, 12.24 feet;

A Drawing Of Even Date Accompanies This Description

PAGE 1 OF 6



CITY OF GARLAND
WATER AND WASTEWATER EASEMENT
CITY OF GARLAND
DALLAS COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
DJA	DKB	11/5/25	24-298



DARREN K. BROWN, R.P.L.S. 5252

EXHIBIT "A"

WATER AND WASTEWATER EASEMENT

1.034 Acres (45,026 S.F.)

DRP ODIN 15, LLC

J. LITTLE SURVEY, ABSTRACT NO. 761
CITY OF GARLAND, DALLAS COUNTY, TEXAS

N 45°57'35" E, 11.48 feet, from which a 1/2" capped iron rod found at the east corner of Country Club Park Estates, according to the plat recorded in Volume 73018, Page 707, of said Plat Records bears, N 43°37'02" W, 1092.14;

S 44°02'25" E, 319.52 feet;

S 69°12'53" E, 4.77 feet;

N 41°27'32" E, 11.28 feet, to a point at a northeast corner of said DRP Odin 15, LLC tract and being the southwest corner of a tract of land conveyed to City of Dallas, by deed recorded in Volume 68029, Page 536, of said Deed Records;

THENCE N 41°27'32" E, 80.84 feet, with the south line of said City of Dallas tract, to a point;

THENCE departing said south line of City of Dallas tract, over and across said DRP Odin 15, LLC tract, the following:

N 50°08'11" E, 128.62 feet;

S 57°44'55" E, 188.25 feet;

S 48°16'41" E, 156.20 feet;

S 55°42'50" E, 104.57 feet;

S 29°05'56" E, 22.32 feet;

S 55°42'50" E, 4.68 feet;

S 56°02'29" E, 563.32 feet;

S 36°38'38" E, 105.93 feet;

S 29°47'14" E, 34.77 feet;

S 06°41'43" E, 17.67 feet;

S 47°25'51" W, 102.14 feet;

S 41°31'24" W, 67.68 feet;

S 00°55'10" E, 39.72 feet, to the POINT OF BEGINNING with the subject tract containing 45,026 square feet or 1.034 acres of land.

NOTES:
See Sheet 4 for Line and Curve Table

A Drawing Of Even Date Accompanies This Description

PAGE 2 OF 6



CITY OF GARLAND
WATER AND WASTEWATER EASEMENT
CITY OF GARLAND
DALLAS COUNTY, TEXAS



DARREN K. BROWN, R.P.L.S. 5252

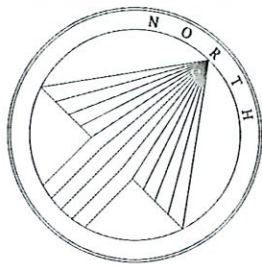


EXHIBIT "A"

WATER AND WASTEWATER EASEMENT
1.034 Acres (45,026 S.F.)
DRP ODIN 15, LLC
J. LITTLE SURVEY, ABSTRACT NO. 761
CITY OF GARLAND, DALLAS COUNTY, TEXAS

SEE PAGE 4

50 0 50 100
1" = 100'

Basis of bearing: State Plane
Coordinate System, Texas North
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization 2011.

LEGEND

R.O.W.	RIGHT-OF-WAY
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

DRP ODIN 15, LLC
Inst. No. 202500092281
OPRDCT

City Of Garland
Water and Wastewater
Easement
1.034 Ac.
(45,026 S.F.)

City of Dallas Esmt.
Tract No. 1
Vol. 69184, Pg. 609
DRDCT

20' Water Esmt.
Vol. 98229, Pg. 1830 DRDCT

J. LITTLE SURVEY
ABSTRACT NO. 761

City of Dallas
Tract II
Vol. 69184, Pg. 652 DRDCT

S 41°42'12" W ~ 498.72'
1/2" Capped Iron Rod Found

POINT OF
BEGINNING

NOTES:
See Sheet 4 for Line and Curve Table

A Description Of Even Date Accompanies This Drawing

PAGE 3 OF 6

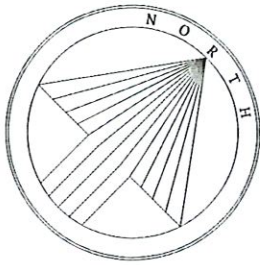


CITY OF GARLAND
WATER AND WASTEWATER EASEMENT
CITY OF GARLAND
DALLAS COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
DJA	DKB	11/5/25	24-298



DARREN K. BROWN, R.P.L.S. 5252



50 0 50 100
1" = 100'

EXHIBIT "A"

WATER AND WASTEWATER EASEMENT
1.034 Acres (45,026 S.F.)
DRP ODIN 15, LLC
J. LITTLE SURVEY, ABSTRACT NO. 761
CITY OF GARLAND, DALLAS COUNTY, TEXAS

Basis of bearing: State Plane
Coordinate System, Texas North
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization 2011.

City Of Garland
Water and Wastewater
Easement
1.034 Ac.
(45,026 S.F.)

City of Dallas Esmt.
Tract No. 1
Vol. 69184, Pg. 609
DRDCT

DRP ODIN 15, LLC
Inst. No. 202500092281
OPRDCT

DRP ODIN 15, LLC
Inst. No. 202500092281
OPRDCT

J. LITTLE SURVEY
ABSTRACT NO. 761

SEE PAGE 5

SEE PAGE 3

Line Table			Line Table		
Line #	Bearing	Distance	Line #	Bearing	Distance
L1	N75°27'55"W	20.75'	L18	S44°02'25"E	319.52'
L2	N00°55'10"W	41.96'	L19	S69°12'53"E	4.77'
L3	N41°31'24"E	76.48'	L20	N41°27'32"E	11.28'
L4	N47°25'51"E	92.95'	L21	N41°27'32"E	80.84'
L5	N06°41'43"W	3.36'	L22	N50°08'11"E	128.62'
L6	N29°47'14"W	29.49'	L23	S57°44'55"E	188.25'
L7	N36°38'38"W	101.31'	L24	S48°16'41"E	156.20'
L8	N56°02'29"W	559.90'	L25	S55°42'50"E	104.57'
L9	N55°42'51"W	109.30'	L26	S29°05'56"E	22.32'
L10	N49°11'47"W	177.48'	L27	S55°42'50"E	4.68'
L11	N57°44'55"W	163.92'	L28	S56°02'29"E	563.32'
L12	S50°08'11"W	104.50'	L29	S36°38'38"E	105.93'
L13	S41°27'32"W	99.90'	L30	S29°47'14"E	34.77'
L14	N69°12'53"W	33.75'	L31	S06°41'43"E	17.67'
L15	N44°02'25"W	315.21'	L32	S47°25'51"W	102.14'
L16	N00°07'01"E	12.24'	L33	S41°31'24"W	67.68'
L17	N45°57'35"E	11.48'	L34	S00°55'10"E	39.72'

LEGEND

R.O.W.	RIGHT-OF-WAY
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

A Description Of Even Date Accompanies This Drawing

PAGE 4 OF 6



CITY OF GARLAND
WATER AND WASTEWATER EASEMENT
CITY OF GARLAND
DALLAS COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
DJA	DKB	11/5/25	24-298



DARREN K. BROWN, R.P.L.S. 5252

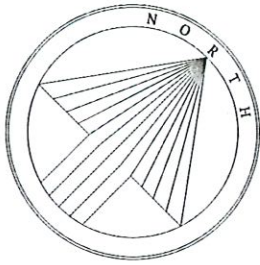


EXHIBIT "A"

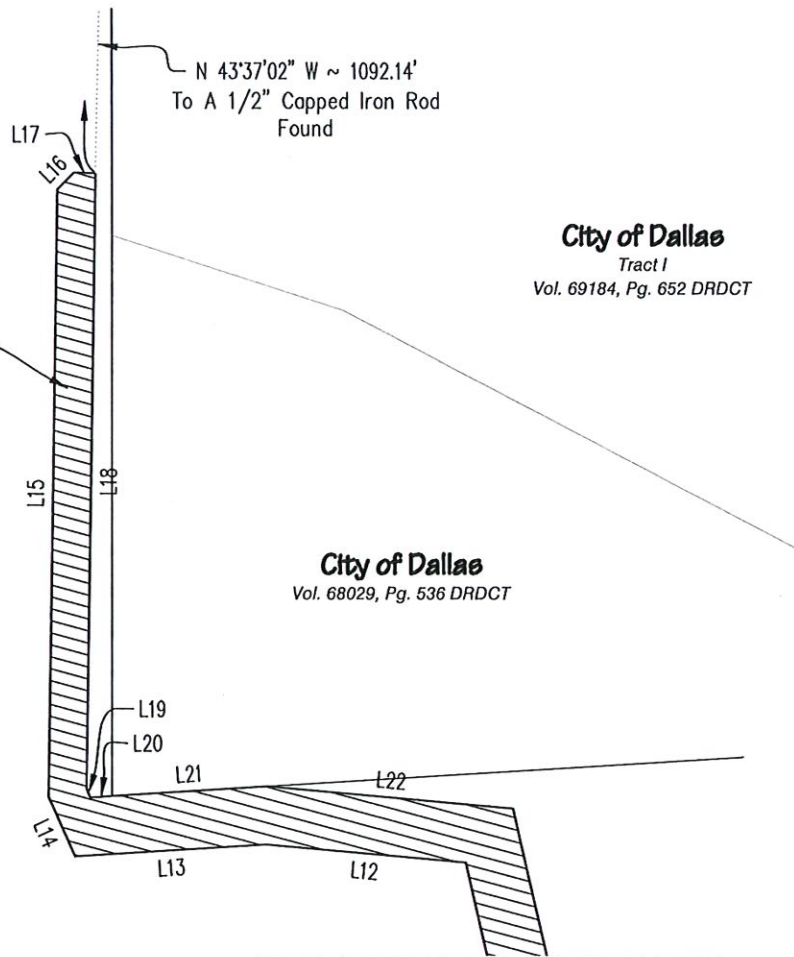
WATER AND WASTEWATER EASEMENT
1.034 Acres (45,026 S.F.)
DRP ODIN 15, LLC
J. LITTLE SURVEY, ABSTRACT NO. 761
CITY OF GARLAND, DALLAS COUNTY, TEXAS

50 0 50 100
1" = 100'

Basis of bearing: State Plane
Coordinate System, Texas North
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization 2011.

City Of Garland
Water and Wastewater
Easement
1.034 Ac.
(45,026 S.F.)

J. LITTLE SURVEY
ABSTRACT NO. 761



SEE PAGE 4

LEGEND	
R.O.W.	RIGHT-OF-WAY
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
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DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

NOTES:
See Sheet 4 for Line and Curve Table

A Description Of Even Date Accompanies This Drawing

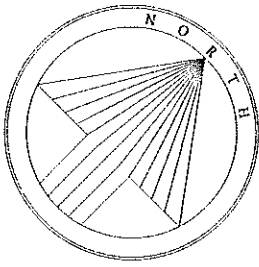
PAGE 5 OF 6

SPIARS ENGINEERING & SURVEYING 765 Quaker Road, Suite 100 • Plano, TX 75075 • 972.432.0077 TELEPHONE: F-2121 • TOLPS No. F-10043100 • www.spiarseng.com			
Drawn:	Checked:	Date	Job No.
DJA	DKB	11/5/25	24-298

CITY OF GARLAND
WATER AND WASTEWATER EASEMENT
CITY OF GARLAND
DALLAS COUNTY, TEXAS



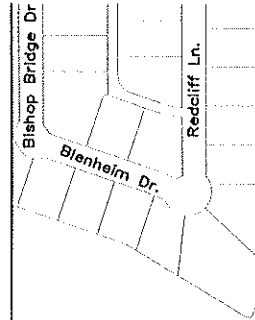
DARREN K. BROWN, R.P.L.S. 5252



1 inch = 400 ft.

Basis of bearing: State Plane
Coordinate System, Texas North
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization 2011.

LEGEND	
R.O.W.	RIGHT-OF-WAY
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS



City of Dallas

Tract I

Vol. 69184, Pg. 652 DRDCT

City of Dallas

Vol. 68029, Pg. 536 DRDCT

DRP ODIN 15, LLC

Inst. No. 202500092281

OPRDCT

J. LITTLE SURVEY
ABSTRACT NO. 761

City of Dallas

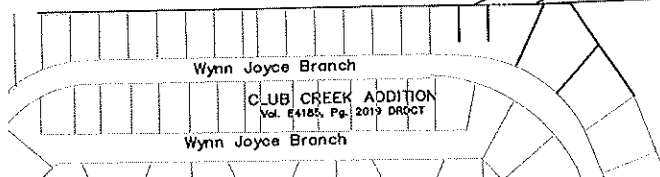
Tract I

Vol. 69184, Pg. 652
DRDCT

City of Dallas

Tract II

Vol. 69184, Pg. 652 DRDCT



A Description Of Even Date Accompanies This Drawing

PAGE 6 OF 6



CITY OF GARLAND
WATER AND WASTEWATER EASEMENT
CITY OF GARLAND
DALLAS COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
DJA	DKB	11/5/25	24-298



GARLAND

CITY COUNCIL STAFF REPORT

6

Meeting Date: December 2, 2025

Title: Crossing Extension Agreement with the Kansas City Southern Railway Company for Garland New Sidewalk Improvements

Submitted by: Tamera Wilson, Department Coordinator I

Strategic Focus Area: Well-Maintained City Infrastructure
Safe Community

Issue / Summary

This request is to approve a resolution authorizing the City Manager to enter into the agreement with the Kansas City Southern Railway Company (CPKC) for the reconstruction of an at-grade rail crossing on West Walnut Street. Council considered this item on the November 17, 2025 Work Session Agenda.

Background

The project includes design and construction of approximately 1.5 miles of sidewalks on Mars Drive from Castle Drive to the Alley between Rosewood Hills and Castle Drive, W. Walnut Street from Fourth Street to Country Club Road, and N. First Street from Katy Street to State Street to provide safe pedestrian routes to Dallas Area Rapid Transit's ("DART") Downtown Garland Station.

The construction of the sidewalks includes an at-grade rail crossing on W. Walnut Street between First Street and Fourth Street. CPKC shall provide the necessary materials and labor to rehabilitate the existing grade crossing surface from end of tie to end of tie at the crossing and, further, to extend the grade crossing surface to the sidewalks being constructed by the City.

CPKC estimated cost to perform the construction of the required at grade rail crossing is \$378,411.00. The City shall pay 100% of CPKC's actual costs of the Project, including asphalt road approaches, labor, equipment, materials, pavement markings, shipping and handling of the material, and standard additives.

Description	Estimated Cost
CPKC Construction Estimate	\$378,411.00
10% City Optional Contingency	<u>\$37,841.00</u>
Total	\$416,252.00

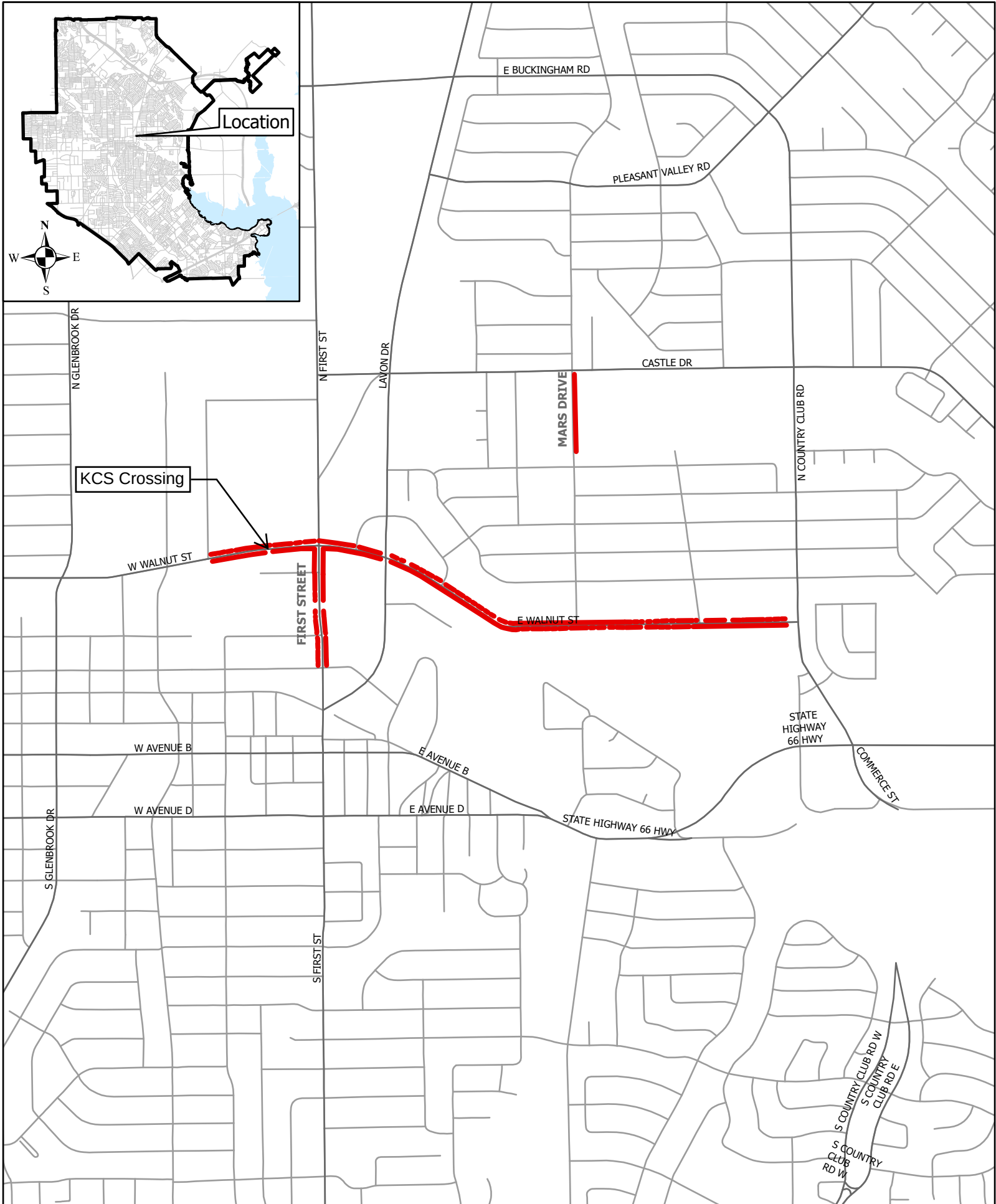
The City Attorney's Office has reviewed the Crossing Extension Agreement.

Consideration / Recommendation

Staff recommends approving the resolution authorizing the City Manager to enter into the agreement with the Kansas City Southern Railway Company (CPKC) for the reconstruction of an at-grade rail crossing on West Walnut Street.

Attachments

- A. Location Map
- B. Resolution



— 2022 Garland New Sidewalk Improvements
— Road

2022 GARLAND NEW SIDEWALK IMPROVEMENTS 2021031

Scale: NTS
Date: 10/14/2025
Drawn: OS
File: 2022 Garland New Sidewalk Improvements

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR CROSSING EXTENSION WITH THE KANSAS CITY SOUTHERN RAILWAY COMPANY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is in the process of design and construction of approximately 1.5 miles of sidewalks on Mars Drive from Castle Drive to the alley between Rosewood Hills and Castle Drive, West Walnut Street from North Fourth Street to North Country Club Road, and First Street from Katy Street to West State Street to provide safe pedestrian routes to Dallas Area Rapid Transit's ("DART") Downtown Garland Station ("Project");

WHEREAS, the Project will include construction of a segment of sidewalk at an at-grade rail crossing on West Walnut Street between First Street and Fourth Street in The Kansas City Southern Railway Company, doing business as CPKC ("CPKC"), Right-Of-Way;

WHEREAS, CPKC requires third parties desiring to perform the construction work anticipated by the Project within its Right-of-Way to enter into an Agreement for Crossing Extension wherein CPKC shall provide the necessary materials and labor to rehabilitate the existing grade crossing surface from end of tie to end of tie at the crossing and, further, to extend the grade crossing surface to the sidewalks being constructed by the City, in the form attached hereto as Exhibit "A" ("Agreement");

WHEREAS, CPKC's estimated cost to perform the construction is \$378,411.00 with an additional 10% City optional contingency in an amount of \$37,841.00; and

WHEREAS, the City Council finds it is in the public interest to approve the Agreement as attached hereto as Exhibit "A" in furtherance of the Project;

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

Section 1

That the Recitals of this Resolution are true and correct and are incorporated into the body of this Resolution as if set forth fully herein.

Section 2

That the City Council hereby authorizes the City Manager to execute the Agreement for Crossing Extension - West Walnut Street with The Kansas City Southern Railway Company, as attached hereto as Exhibit "A."

Section 3

That pursuant to the terms and conditions of the Agreement, the City Manager is authorized to execute any ancillary documents, necessary to fulfill the obligations of the City under the Agreement.

Section 4

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

Section 5

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

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND

CITY COUNCIL STAFF REPORT

7

Meeting Date: December 2, 2025

Title: Revision of City of Garland Code of Ordinances, Chapter 21, Emergency Ambulance Service

Submitted by: Sydney Yao, Budget/Admin Services Manager

Strategic Focus Area: Safe Community
Sound Governance and Finances
Customer-Focused City Services

Issue / Summary

Consider revisions to City of Garland Code of Ordinances, Chapter 21 in Section 21.25 and 21.26 removing the charity care policy and adding no balance billing for residents after insurance payment; and allowing for resident charge off for EMS bills.

Background

Following Council direction during the budget cycle, the decision was made to consider the removal of the current charity care policy that benefits those in need of assistance and to add a no balance billing and charge off policy. This item reflects those changes in the Code of Ordinances, Chapter 21.

The current ordinance follows a policy on charity care which eliminates billing for patients in families up to 400% of the poverty line. The new EMS fee schedule approved by Council was presented with the understanding that we would eliminate the charity care policy and adopt a policy that allows for no balance billing following insurance payments for all residents. For the uninsured that are unable to make payment, residents of Garland can receive a charge off on any balance outstanding. Non-residents will be billed at the established fee schedule rates.

The adopted fee schedule for EMS services is projected to increase receivables without burdening the citizens of Garland with balance billing. Medicare/Medicaid considerations were also included in the evaluation of this ordinance as there is no balance billing beyond the deductible amounts that may apply. The City will mirror this policy for those without Medicare.

Consideration / Recommendation

Staff recommends approval of City of Garland Ordinance Revisions – Article II, “Emergency Ambulance Service,” and of Chapter 21 of the Code of Ordinances of the City of Garland, Texas - Section 21.25 and 21.26.

Attachments

A. Chapter 21 Ord revisions 21.25 and 21.26 Aug2025

Section __

That Section 21.25, "Definitions," of Chapter 21, "Fire Prevention and Protection," of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"Section 21.25. Definitions.

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them in this section:

Charged off means to financially relieve the balance of an account based upon a set of conditions provided by the city.

Emergency means any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of the person. Such circumstances include, but are not limited to, accidents generally, traffic accidents, and acts of violence resulting in personal injury, and sudden illness.

Emergency ambulance means any motor vehicle especially designed, constructed, equipped, and used for transporting the injured or ill in answer to an emergency call and licensed as such by the state.

Emergency call means any request for ambulance service that is made by telephone or other means of communication in circumstances which are, or have been represented to be, an emergency and requiring immediate ambulance service.

Emergency run means the emergency ambulance trip to the place where the emergency exists, or from the place of such emergency to a hospital, medical clinic or medical office, or other appropriate destination for the patient.

Fire alarm dispatcher means the dispatcher of the Fire Department of the City. Police dispatcher means the dispatcher of the Police Department of City.

Transfer ambulance means any motor vehicle licensed by the Texas Department of State Health Services constructed, equipped and used for transferring the injured or sick under circumstances which do not constitute an emergency and which have not been represented as

an emergency, and which has been certified as an emergency ambulance by another governmental entity."

Section __

That Section 21.26, "Definitions," of Chapter 21, "Fire Prevention and Protection," of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"Section 21.26. Emergency service provided by Fire Department.

- (A) The Fire Department shall provide emergency ambulance service within the City. The Fire Department may provide for emergency ambulance service by using City ambulances, apparatus or equipment, or through an interlocal agreement with another governmental entity. In a catastrophe, the Fire Department may provide emergency ambulance service through the use of the ambulances, apparatus or equipment of another governmental entity, with or without an interlocal agreement, or through the use of private ambulance providers, as determined necessary by the Fire Chief.
- (B) Ambulance service fees shall be in the applicable amounts designated in the Master Fee and Rate Schedule, Article VII, Section 10.85, of Chapter 10.
- (C) The person receiving emergency ambulance service and any person contracting for the service shall be responsible for payment of the fee. A hospital requesting emergency ambulance service for the purpose of this article shall be considered the party responsible for payment of the fee. In case of service received by a minor, the parent or guardian shall be responsible for payment of the fee.
- (D) Expenses for emergency medical services described in this subsection that are received by any Garland resident will be billed to the individual's health insurance company. Any unpaid balance remaining after payments are received from the insurance company will be charged off by the city.
~~The City Manager, or his designee, shall adopt a Charity Care Policy and the procedures for administering the policy. The Charity Care Policy shall provide that the fees charged for ambulance services provided by the City may be fully or partially waived if the City is entitled to receive partial reimbursement under the federally approved Ambulance~~

~~Supplemental Payment Program for the services provided to the person as follows~~

~~(1) A 100% waiver if the person's adjusted gross income falls below 400% of the federal poverty guideline threshold.~~

(E) Any person or entity that owns or possesses hazardous material involved in a hazardous materials incident within the City, or any party or entity that intentionally, recklessly, or negligently causes or is responsible for a hazardous materials incident within the city, shall be liable for all expenses or costs incurred by the city, including but not limited, associated salary and overtime, as well as, any expensed or costs incurred by third parties which provide assistance to abate and remediate such an event. The remedy provided by this section shall be in addition to any other remedies provided by law.

(1) For the purposes of this section, "hazardous materials" shall be defined as any substances or materials in a quantity or form which, in the determination of the fire chief or his authorized representative, poses a risk to persons, property or the environment, and shall include, but not be limited to, such substances as explosives, radioactive materials, petroleum products, poisons, compressed or liquefied gases, etiologic (biologic) agents, oxidizers, corrosives, carcinogens, cryogens and organic peroxides.

(2) For the purpose of this section, "hazardous materials incidents" shall be defined as the release, or potential release, of a hazardous material from its container into the environment.

(3) For the purposes of this article, "direct or indirect costs suffered by the city, and any agencies which assist to abate and remediate such an event," included but are not limited to, direct and indirect costs and expenses attributable to the abatement or cleanup of any hazardous materials incident, including costs of personnel, costs of equipment operations, costs of materials and supplies, costs of protective equipment, costs of specialists, experts, or other contract labor utilized by the city, disposal costs, overhead costs, overtime costs, and any other incidental costs incurred by the city. The responsible party shall be billed for the recovery of the costs.

- (F) The Fire Department may be called upon to provide emergency incident response and service to certain vehicular crashes, vehicle fires, Hazardous Conditions, and Special Rescues within the City. In that regard, the Department may use City ambulances, apparatus, or equipment, or enter into an interlocal agreement with another governmental entity for such response and service. The Fire Department shall attempt to recover related expenses, through fees, listed in the Master Fee and Rate Schedule, Article VII, Section 10.85, of Chapter 10, as "Emergency Incident Recovery Fees."

"



GARLAND

CITY COUNCIL STAFF REPORT

8

Meeting Date: December 2, 2025

Title: Edward Byrne Memorial Justice Assistance Grant Program-State 2026

Submitted by: Jeffrey Bryan, Chief of Police

Strategic Focus Area: Safe Community

Issue / Summary

Council is requested to consider approval of the FY 2026 Edward Byrne Memorial Justice Assistance Grant through the Office of the Governor, Criminal Justice Division.

Background

The grant will support the purchase of rifle-rated ballistic shields for Garland Police Officers stationed in schools or assigned to patrol districts near schools. With these shields, officers can swiftly neutralize threats while minimizing the risk to both first responders and the community, ultimately preventing further loss of life. The total grant is for \$50,000.00.

Consideration / Recommendation

Council is requested to approve the FY 2026 Edward Byrne Memorial Justice Assistance Grant through the Office of the Governor, Criminal Justice Division.

Attachments

A. Reso No. _____ GPD State JAG 2026

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS
AUTHORIZING THE CHIEF OF POLICE TO SUBMIT A GRANT APPLICATION
FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE
FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Office of the Governor, Public Safety Office, Criminal Justice Division, of the State of Texas, has announced grant funding availability through the Edward Byrne Memorial Justice Assistance Grant Program for fiscal year (FY) 2026;

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

Section 1

That the City Council hereby authorizes the Chief of Police to submit a grant application to the Office of the Governor for the Edward Byrne Memorial Justice Assistance Grant Program. It is acknowledged and agreed that the City Council will provide applicable matching funds as required by the grant application. It is acknowledged and agreed that in the event of loss or misuse of grant funds, the City Council assures that the funds will be returned to the Office of the Governor in full.

Section 2

That the City Council hereby designates the Chief of Police as the City's authorized official for purposes of the grant, and he is hereby given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

Section 3

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

PASSED AND APPROVED this the 2nd day of December 2025.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Grant Number: 5509301



GARLAND

CITY COUNCIL STAFF REPORT

9

Meeting Date: December 2, 2025

Title: Texas First Responder Mental Health Program Grant FY26

Submitted by: Jeffrey Bryan, Chief of Police

Strategic Focus Area: Safe Community

Issue / Summary

Council is requested to consider approval of the FY 2026 Texas First Responder Mental Health Program Grant through the Office of the Governor, Public Safety Office.

Background

This program is dedicated to supporting sworn peace officers and civilian employees of the Garland Police Department who experience trauma as a result of their profession, whether from crime-related incidents or emergencies they handle. In addition to fostering coping strategies and promoting overall mental wellness, the program will also support and strengthen peer support teams, ensuring first responders have access to compassionate, informed assistance from their colleagues. Through these efforts, the program aims to enhance resilience and well-being within the department. The total grant is for \$60,000.00.

Consideration / Recommendation

Unless directed otherwise, this item will be scheduled for formal consideration at the December 2, 2025 Regular Meeting.

Attachments

A. Reso No. _____ GPD First Responder Wellness Grant 2026

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS
AUTHORIZING THE CHIEF OF POLICE TO SUBMIT A GRANT APPLICATION
FOR THE TEXAS FIRST RESPONDER MENTAL HEALTH PROGRAM GRANT FOR
THE FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Office of the Governor, Public Safety Office, Victims Services Division, of the State of Texas, has announced grant funding availability through a First Responder Mental Health Program for fiscal year (FY) 2026;

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

Section 1

That the City Council hereby authorizes the Chief of Police to submit a grant application to the Office of the Governor for the Texas First Responder Mental Health Program Grant. It is acknowledged and agreed that the City Council will provide applicable matching funds as required by the grant application. It is acknowledged and agreed that in the event of loss or misuse of grant funds, the City Council assures that the funds will be returned to the Office of the Governor in full.

Section 2

That the City Council hereby designates the Chief of Police as the City's authorized official for purposes of the grant, and he is hereby given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

Section 3

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

PASSED AND APPROVED this the 2nd day of December 2025.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Grant Number: 4977802



GARLAND

CITY COUNCIL STAFF REPORT

10

Meeting Date: December 2, 2025

Title: TxDOT Impaired Driving Mobilization (IDM) Grant 2026

Submitted by: Jeffrey Bryan, Chief of Police

Strategic Focus Area: Safe Community

Issue / Summary

Council is requested to consider approval of the FY 2026 TxDOT Impaired Driving Mobilization (IDM) Grant.

Background

The purpose of this grant is to save lives and reduce motor vehicle accidents and related injuries by aggressively enforcing the laws of the State of Texas associated with Driving While Intoxicated (DWI) and Driving Under the Influence by Minor (DUI). Enforcement efforts will be focused throughout the City of Garland. The required enforcement period will be the Fiscal Year 2025-2026. The total grant is for \$57,721.47, with a 20% required match factored in.

Consideration / Recommendation

Council is requested to approve the FY 2026 TxDOT Impaired Driving Mobilization (IDM) Grant.

Attachments

A. Reso No. ____ IDM 2026 Resolution sr clean

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM IMPAIRED DRIVING MOBILIZATION GRANT IN THE AMOUNT OF \$57,721.47; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the Garland City Council hereby accepts a Texas Department of Transportation Selective Traffic Enforcement Program Impaired Driving Mobilization Grant in the amount of \$57,721.47 for the purpose of enforcing Driving While Intoxicated violations during the following four (4) separate enforcement waves:

- (1) Christmas/New Year's Wave - December 12, 2025 to January 1, 2026;
- (2) Spring Break Wave - March 6, 2026, to March 22, 2026;
- (3) Independence Day Wave - June 19, 2026, to July 6, 2026; and
- (4) Labor Day Wave - August 14, 2026, to September 7, 2026.

Section 2

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

PASSED AND APPROVED this the 2nd day of December 2025.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND

CITY COUNCIL STAFF REPORT

11

Meeting Date: December 2, 2025

Title: Bond Refunding - Electric Utility System Commercial Paper Notes

Submitted by: Matthew Watson, Managing Director-Financial Services

Strategic Focus Area: Sound Governance and Finances

Issue / Summary

At the November 17, 2025, Work Session Council was briefed on an ordinance to issue up to \$150 million in Electric Utility Revenue Refunding Bonds, Series 2026. The ordinance will authorize the appointment of a pricing officer and delegate to the pricing officer the authority to approve on behalf of the City the terms of sale of these bonds and will establish parameters for the approval of such matters by the pricing officer. The purpose of this transaction is to refund a portion of variable-rate commercial paper notes with fixed rate long-term debt and to refund the Series 2016B Electric Utility Revenue Bonds.

Background

The Electric Utility Commercial Paper Program is a short-term interim financing tool used to fund the construction of various capital improvement projects for the Electric Utility. Funding capacity of this variable rate program is \$150 million, of which \$104.8 million of this capacity has been issued for capital projects. \$24.6 million of the Series 2016B Electric Utility Revenue Bonds are callable on a current basis and can be refunded for a savings to the Electric Utility.

Consideration / Recommendation

The Refunding Bonds will be amortized over a 30-year period and the aggregate principal amount will not exceed \$150 million. The exact amount of annual debt service and interest will be determined between now and the final pricing.

Attachments

- A. Bond Ordinance (GPL Rev Ref Bonds) (delegation) - AGENDA v1

ORDINANCE NO. ____

ORDINANCE OF THE CITY OF GARLAND, TEXAS

AUTHORIZING THE ISSUANCE OF

**CITY OF GARLAND, TEXAS
ELECTRIC UTILITY SYSTEM
REVENUE REFUNDING BONDS**

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF CITY OF GARLAND, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BONDS; ESTABLISHING THE OBLIGATIONS TO BE REFUNDED WITH PROCEEDS OF SAID BONDS; PROVIDING FOR SAID BONDS TO BE ISSUED AS TAXABLE BONDS OR TAX-EXEMPT BONDS; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE ON BEHALF OF THE CITY THE TERMS OF SALE OF SAID BONDS AND THE OFFERING DOCUMENTS FOR SAID BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS BY THE PRICING OFFICER; PLEDGING THE NET REVENUES OF THE CITY'S ELECTRIC UTILITY SYSTEM TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND EXECUTION OF ONE OR MORE PAYING AGENT/REGISTRAR AGREEMENTS, PURCHASE AGREEMENTS AND ESCROW AGREEMENTS, IF REQUIRED IN CONNECTION WITH THE REFUNDING OF THE REFUNDED OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE

THE STATE OF TEXAS

§

COUNTIES OF DALLAS, COLLIN AND ROCKWALL

§

CITY OF GARLAND

§

WHEREAS, the City of Garland, Texas (the "City") 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; and

WHEREAS, the City has heretofore issued its Previously Issued Bonds (as such term is hereinafter defined); and

WHEREAS, in the ordinances authorizing the issuance of the Previously Issued Bonds, the City reserved the right to issue additional parity bonds secured by a lien on and pledge of the Net Revenues (hereinafter defined) of the City's Electric Utility System (the "System") on a parity with the Previously Issued Bonds; and

WHEREAS, the City Council (the "Council") of the City, has heretofore issued, sold, and delivered, and there is currently outstanding, City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2016B, dated November 15, 2016, scheduled to mature on March 1 in each of the years 2026 through 2037, inclusive, and aggregating in the principal amount of \$26,280,000 (the "Refunded Bonds"); and

WHEREAS, the Council, in accordance with the provisions of Texas Government Code, Chapter 1371 ("Chapter 1371"), has heretofore authorized by ordinance and provided for the issuance of "City of Garland, Texas Electric Utility System Commercial Paper Notes, Series A"

(the "Commercial Paper Notes") in an aggregate principal amount not to exceed \$150,000,000 for the purpose of financing costs and expenses incurred in relation to "Eligible Projects" which include the acquisition, purchase, construction, improvement, enlargement, and/or equipping of any property, buildings, structures, activities, services, operations, or other facilities, or any other project, program or improvement, authorized by Chapter 1502, Texas Government Code, as amended, and Chapter 1371 and any other applicable laws of the State of Texas, including capital assets and facilities incident and related to the operation, maintenance and administration thereof, and with respect to a property or a facility for the generation, distribution or transmission of electric power and energy, the purchase of electric energy and fuel acquisition for use by the System; and

WHEREAS, Chapter 1371 and Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorizes the City to issue refunding bonds to refund all or a portion of its outstanding obligations to refund obligations issued in connection with an Eligible Project; and

WHEREAS, the Council has determined that it is in the best interest of the City to issue the bonds hereinafter authorized (the "Bonds") secured by a lien on and pledge of the Net Revenues on a parity with the Previously Issued Bonds for the purposes, among other things, of refunding all or a portion of the Refunded Bonds to achieve a net present value debt service savings as set forth herein and the outstanding Commercial Paper Notes (the "Refunded CP Notes" and, collectively with the Refunded Bonds, the "Refunded Obligations") to restructure a portion of the City's System debt service requirements by extending the debt to mature over a term that is generally commensurate with the expected life of the System facilities and/or to provide rate relief for System ratepayers; and

WHEREAS, Chapter 1207 further authorizes the City to enter into escrow or similar agreements with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such paying agent or trust company or commercial bank may agree; and

WHEREAS, all of the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the Bonds hereinafter authorized; and

WHEREAS, the Council hereby finds and determines that the manner in which the refunding of the Commercial Paper Notes is being executed does not make it practicable to make the determination required by Texas Government Code, Section 1207.008(a)(2) in connection with the refunding and refinancing of the Commercial Paper Notes into long-term obligations; and

WHEREAS, the Bonds hereinafter authorized are to be issued and delivered pursuant to the laws of the State of Texas, including specifically Chapter 1207 and Chapter 1371; and

WHEREAS, pursuant to the provisions of Chapter 1207, the Council is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the Refunded Obligations, as appropriate, or other authorized depository, and such deposits, when made in accordance with said statutes, and ordinances authorizing the issuance of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the

defeasance, discharge and payment of the Refunded Obligations at their maturity or redemption date; and

WHEREAS, the bonds to be issued pursuant to the terms and provisions of this Ordinance will be secured by a lien on and a pledge of the Net Revenues that is on a parity with the pledge of and lien on the Net Revenues that secures the payment of the Previously Issued Bonds; and

WHEREAS, the Council finds and determines that it is in the best interest of the City and its inhabitants to proceed with the issuance of bonds to provide funds for the purposes hereinafter specified, and specifically to refund the Refunded Obligations in the amounts specified by a Pricing Officer in the Pricing Certificate, each as defined below; 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 Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth in the preambles hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

SECTION 2. PURPOSE OF THE BONDS. The Bonds are hereby authorized to be issued in one or more series and delivered in the aggregate principal amount specified in one or more certificates executed pursuant to Section 4 of this Ordinance, which supplements and completes this Ordinance (each, a "Pricing Certificate"), for the public purpose of providing funds to refund a portion of the City's outstanding System indebtedness and to pay the costs incurred in connection with the issuance of the Bonds.

SECTION 3. DESIGNATION OF THE BONDS. Unless otherwise provided in the respective Pricing Certificate, each bond issued pursuant to this Order shall be designated: "CITY OF GARLAND, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BOND, [TAXABLE][TAX-EXEMPT] SERIES 2026," and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective Owners thereof (with the initial bonds being made payable to the initial purchaser identified in the respective Pricing Certificate, or to the registered assignee or assignees of said bonds or any portion or portions thereof). The Bonds shall be in the respective denominations and 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 4. DELEGATION TO PRICING OFFICER.

(a) As authorized by Chapter 1207 and Section 1371.053, Texas Government Code, the City Manager, the City's Finance Director, and the General Manager and CEO of the System, are

each hereby authorized to act on behalf of the City in selling and delivering the Bonds (of which officers, the officer executing a Pricing Certificate shall be hereinafter referred to as, and shall for all purposes be, the "Pricing Officer" with respect to such series) in one or more series, and, in addition to any other authorization provided in this Ordinance, each Pricing Officer is authorized to determine: (i) the amount of the Refunded Obligations that shall be refunded by a series of Bonds; (ii) the Bond Date of a series of Bonds and any additional or different designation or title by which a series of Bonds shall be known; (iii) the date that interest shall begin to accrue on a series of Bonds; (iv) the identity of the purchaser or purchasers of a series of Bonds and the terms under which a series of Bonds shall be sold including the price at which the Bonds will be sold; (v) the years in which the Bonds of a series will mature and the principal amount to mature in each of such years; (vi) the rate of interest to be borne by each such maturity, (vii) the interest payment and record dates, the price and terms, if any, upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions; (viii) whether the Bonds of a series shall be issued on a tax-exempt basis or on a taxable basis and whether Bonds issued as tax-exempt obligations shall be designated as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended; (ix) whether the types of securities and obligations that may be used as Government Obligations for a series shall be limited; (x) whether to obtain a policy of bond insurance from a Bond Insurer if bond insurance is deemed beneficial to the City to achieve the objectives of the refunding; and (xi) all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations. All of the determinations specified above shall be set forth in a Pricing Certificate.

(b) Notwithstanding anything in this Section 4 to the contrary, the authority of each Pricing Officer shall be governed by the following requirements:

- (i) the aggregate original principal amount of all Bonds issued pursuant to this Ordinance shall not exceed \$115,000,000;
- (ii) no Bond shall bear interest at a rate that exceeds the maximum rate provided by State law;
- (iii) the refunding of the Refunded Bonds must produce present value debt service savings of at least 3.00%, net of any City contribution;
- (iv) the maximum maturity for a series of Bonds shall not extend beyond March 1, 2056; and
- (v) the delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the date that is twelve months after the adoption of this Ordinance by the City Council.

(c) In establishing the aggregate principal amount of a series of Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (b) hereof, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and

to pay costs of issuing the Bonds. The Bonds may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If the Bonds are sold by private placement, the Pricing Certificate shall so state, and the Pricing Certificate may make changes to this Ordinance to effect such private placement, including the provisions hereof that pertain to the book-entry-only procedures (including eliminating the book-entry-only system of registrations, payment and transfers) and to the provisions of Section 37 hereof relating to the Rule 15c2-12 undertaking pertaining to the applicable series of Bonds (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information).

(d) In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Pricing Officer is further authorized to enter into and execute on behalf of the City with a financial institution that is authorized to serve as an escrow agent for all or part of the Refunded Obligations, an escrow agreement (the "Escrow Agreement"), if, in the judgment of the Pricing Officer such an agreement is required in connection with the refunding or all or part of the Refunded Obligations. The form of the Escrow Agreement shall be approved by the Pricing Officer to provide for the payment of the applicable Refunded Obligations. In addition, the Pricing Officer is authorized to purchase such securities with proceeds of the Bonds, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series or to purchase other securities authorized by State law in the open market, and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow fund described in the Escrow Agreement.

(e) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Council hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the City's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

SECTION 5. CHARACTERISTICS OF THE BONDS.

(a) Registration. The City shall keep or cause to be kept at the corporate trust office of the financial institution named as the Paying Agent/Registrar in the respective Pricing Certificate (collectively, the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds of a series (the "Registration Books"), and the City 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 City 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 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 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 City 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 City 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.

(b) Transfer, Conversion and Exchange. Except as provided in Section 7(a) 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 City 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 Chapter 1201, 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 and registered by the Comptroller of Public Accounts.

(c) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the applicable series of Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City 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 City. 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 (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each 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.

(d) 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 Owners thereof, (ii) shall be in the denominations, (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) shall be payable, (viii) may and shall be redeemed prior to their scheduled maturities, and (ix) shall be administered and the Paying Agent/Registrar and the City 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 a Pricing Certificate). The Bond initially issued and delivered pursuant to this Ordinance is 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.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain 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 City, 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 City 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 6. CITY TO MAINTAIN A PAYING AGENT/REGISTRAR FOR THE BONDS. The City covenants with the Owners of the Bonds that at all times while the Bonds are outstanding the City 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 one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 45 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 City 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 City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each 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.

SECTION 7. AUTHENTICATION OF BONDS; INITIAL BOND.

(a) 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 Certificate of Paying Agent/Registrar 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 Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the 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 of Public Accounts of the State or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(b) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the purchaser designated in the Pricing Certificate or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall cancel the initial Bond and deliver to the Depository Trust Company 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. 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.

SECTION 8. BOOK-ENTRY ONLY SYSTEM.

(a) Depository Trust Company. The Bonds issued in exchange for the Bond initially issued to the initial purchaser specified herein 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 (b) 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 City 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 City 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 an 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 an 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 City 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 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 City'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 an Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City 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 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 Letter of Representations with respect to obligations of the City is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

(b) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the City 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 City 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 Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(c) 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 representations letter of the City to DTC.

SECTION 9. 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 Registration Certificate of the Comptroller of Public Accounts of the State 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 Bonds to be completed with information set forth in the Pricing

Certificate. The Form of Bond shall be completed with information set forth in the Pricing Certificate and shall be attached to the Pricing Certificate as an exhibit thereto.

(a) [Form of Bond]

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF GARLAND, TEXAS ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BOND [TAXABLE][TAX-EXEMPT] SERIES 2026[]	PRINCIPAL AMOUNT \$
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INTEREST RATE _____ _____	INITIAL DELIVERY DATE OF BONDS _____, 2026	MATURITY DATE _____, _____	CUSIP NO. _____
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OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

ON THE MATURITY DATE specified above, the City of Garland, in Dallas, Collin and Rockwall Counties, Texas (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Owner specified above, or registered assigns (hereinafter called the "Owner"), on the Maturity Date specified above, the Principal Amount specified above. The City 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 Initial Delivery Date of Bonds set forth above at the Interest Rate per annum specified above. Interest is payable on _____ 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 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 _____, in _____, _____, 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 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 City required by the ordinance authorizing the issuance of this Bond (the "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 Owner hereof, at its address as it appeared on the [fifteenth] 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 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 City. 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 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 Owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The City covenants with the Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Bond Fund" created by the 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 any 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 as of _____ (the "Bond Date") of like designation and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the ordinance adopted by the governing body of the City (herein referred to as the "Ordinance") in the original aggregate principal amount of \$_____ for the purpose of refunding certain outstanding obligations payable from revenues of the City's Electric Utility System and paying costs of issuance, all under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and the Ordinance.

Bonds Maturing		Bonds Maturing		Bonds Maturing	
<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>

The principal amount of the Bonds required to be redeemed pursuant to the operation of such mandatory sinking fund shall be reduced by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been purchased by the City and delivered to the Paying Agent/Registrar for cancellation or (ii) redeemed pursuant to the optional redemption provision described below and not theretofore credited against a mandatory sinking fund 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, at least 30 days prior to the date fixed for any such redemption, to the 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 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 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 Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the 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 Ordinance, this Bond may, at the request of the 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 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 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 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 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 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 City. 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 City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Owners of the Bonds.

THE BONDS CONSTITUTE SPECIAL OBLIGATIONS of the City and, together any Additional Bonds (as defined in the Ordinance), if issued, are payable solely from and equally secured by a lien on and pledge of the Net Revenues of the System (as defined in the Ordinance). Reference is hereby made to the Ordinance for a more complete statement of the covenants and provisions securing the payment of this Bond and the series of which it is one. The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Net Revenues.

THE OWNER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

THE CITY EXPRESSLY RESERVES THE RIGHT to issue Additional Bonds in all things on a parity with the Bonds, payable solely from and equally secured by the same lien on and pledge of the Net Revenues of the System as the Bonds; provided, however, that any and all such Additional Bonds may be so issued only in accordance with and subject to the covenants, conditions, limitations and restrictions relating thereto which are set out and contained in the Ordinance, to which reference is hereby made for more complete and full particulars.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and to be done precedent to and in the issuance of the Bonds to render the same lawful and valid have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas and the Ordinance; that the Bonds do not exceed any constitutional or statutory limitation; and that provision has been made for the payment of the principal of and interest on the Bonds by irrevocably pledging the Net Revenues of the System, as herein above recited.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Owner of this Bond by the acceptance hereof hereby assents, for (1) definitions of terms; (2) the description of and the nature and extent of the security for the payment of the Bonds; (3) the properties constituting the System; (4) the Net Revenues pledged to the payment of the principal of and interest on the Bonds; (5) the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; (6) the terms and conditions for the issuance of additional revenue obligations; (7) the terms and conditions relating to the transfer or exchange of this Bond; (8) the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Owners; (9) the rights, duties, and obligations of the City and the Paying Agent/Registrar; (10) the terms and provisions upon which the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity of this Bond, and this Bond deemed to be no longer Outstanding thereunder; and (11) for the other terms and provisions

contained therein. Capitalized terms used herein have the same meanings assigned in the Ordinance.

THIS BOND, subject to certain limitations contained in the Ordinance, may be transferred on the Registration Books only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Owner hereof, or his duly authorized agent. When a transfer on the Registration Books occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

THE CITY AND THE PAYING AGENT/REGISTRAR, and any agent of either, shall treat the Owner whose name appears on the Registration Books (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

IN CASE ANY PROVISION IN THIS BOND or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. This Bond shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City (or in the Mayor's absence, the Mayor Pro-Tem of the City) and countersigned with the manual or facsimile signature of the Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(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 Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the 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: _____.

_____,
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 Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) [Form of Registration Certificate of the Comptroller of Public Accounts]

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 Bond 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 "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Owner specified above, or registered assigns (hereinafter called the "Owner"), on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Maturity Dates</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
-----------------------	-------------------------------	-----------------------

(Information for the Current Interest Bonds from Pricing Certificate to be inserted)

The City 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 Date of Initial Delivery shown above, at the respective Interest Rate per annum specified above. Interest is payable on _____, and 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 10. DEFINITIONS. In addition to such other terms defined elsewhere in this Ordinance, for all purposes of this Ordinance and in particular for clarity with respect to the issuance of the Bonds and the pledge and appropriation of revenues therefor, the following definitions are provided:

(a) The term "Additional Bonds" shall mean the additional parity revenue obligations authorized to be issued in accordance with the terms and conditions prescribed in Section 21 hereof.

(b) The term "Annual Debt Service Requirements" shall mean, for any Fiscal Year, the principal of and interest on all Bonds Similarly Secured coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof other than by acceleration or other demand conditioned upon default by the City on such Debt, or be payable in respect of any required purchase of such Debt by the City) in such Fiscal Year, and, for such purposes, any one or more of the following rules shall apply at the election of the City:

(1) Committed Take Out. If the City has entered into a Credit Agreement constituting a binding commitment within normal commercial practice to discharge any of its Debt at its Stated Maturity (or, if due on demand, at any date on which demand may be made) or to purchase any of its Debt at any date on which such Debt is subject to required purchase, all under arrangements whereby the City's obligation to repay the amounts advanced for such discharge or purchase constitutes Debt, then the portion of the Debt committed to be discharged or purchased shall be excluded from such calculation and the principal of and interest on the Debt incurred for such discharging or purchase that would be due in the Fiscal Year for which the calculation is being made, if incurred at the Stated Maturity or purchase date of the Debt to be discharged or purchased, shall be added;

(2) Balloon Debt. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Debt due (or payable in respect of any required purchase of such Debt by the City) in any Fiscal Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Debt due in any preceding or succeeding Fiscal Year (such principal due in such Fiscal Year for such series or issue of Debt being referred to herein as "Balloon Debt"), the amount of principal of such Balloon Debt taken into account during any Fiscal Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(3) Consent Sinking Fund. In the case of Balloon Debt (as defined in clause above), if the City Manager or the Finance Director or a designee of either shall deliver to the City a certificate providing for the retirement of (and the instrument creating such Balloon Debt shall permit the retirement of), or for the accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt according to a fixed schedule stated in such certificate ending on or before the Fiscal Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (3) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (3) shall not apply where the City has elected to apply the rule set forth in clause (2) above;

(4) Prepaid Debt. Principal of and interest on Bonds Similarly Secured, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt;

(5) Variable Rate.

(i) Except as hereinafter provided in this subparagraph, the rate of interest on Variable Rate Obligations then proposed to be issued shall be deemed to be the average for the then immediately preceding five (5) years of the SIFMA Index, plus twenty (20) basis points; provided, however, that (i) if, after the issuance of the Variable Rate Obligations then proposed to be issued, more than 20% of the aggregate of the Bonds Similarly Secured Outstanding will bear interest at a variable rate and (ii) any Bond Similarly Secured is then insured by a Bond Insurer, the rate of interest on Variable Rate Obligations then proposed to be issued shall be deemed to be the greater of (x) the most recently announced thirty (30) year Revenue Bond Index published by The Bond Buyer, a financial journal published, as of the date the Ordinance was adopted, in the City of New York, New York or (y) 1.25 times the average variable rate borne by any Variable Rate Obligations then Outstanding during the then immediately preceding twelve-month period, and

(ii) Except as hereinafter provided in this subparagraph, the rate of interest on Variable Rate Obligations outstanding at the time of such calculation shall be deemed to be the lesser of (i) the then current per annum

rate of interest borne by such Variable Rate Obligations or (ii) the average per annum rate of interest borne by such Variable Rate Obligations during the then immediately preceding twelve-month period; provided, however, that for any period during which (a) more than 20% of the aggregate of the Bonds Similarly Secured then Outstanding bear interest at a variable rate and (b) any Bond Similarly Secured is then insured by a Bond Insurer, the rate of interest on such Variable Rate Obligations shall be the greater of (x) the most recently announced 30-year Revenue Bond Index published by The Bond Buyer, a financial journal published, as of the date the Ordinance was adopted, in the City of New York, New York, (y) the rate of interest then in effect with respect to such Variable Rate Obligations in accordance with their terms, or (z) 1.25 times the average variable rate borne by such Variable Rate Obligations during the then immediately preceding twelve-month period;

(6) Guarantee. In the case of any guarantee, as described in clause (2) of the definition of Debt, no obligation will be counted if the City does not anticipate in its annual budget that it will make any payments on the guarantee. If however, the City is making payments on a guarantee or anticipates doing so in its annual budget, such obligation shall be treated as Previously Issued Bonds and calculations of Annual Debt Service Requirements with respect to such guarantee shall be made assuming that the City will make all additional payments due under the guaranteed obligation. If the entity whose obligation is guaranteed cures all defaults and the City no longer anticipates making payments under the guarantee, the guaranteed obligations shall not be included in the calculation of Annual Debt Service Requirements;

(7) Commercial Paper. With respect to any Bonds Similarly Secured issued in the form of commercial paper with maturities not exceeding 270 days, the interest on such Bonds Similarly Secured shall be calculated in the manner provided in clause (5) of this definition and the maturity schedule shall be calculated in the manner provided in clause (2) of this definition; and

(8) Credit Agreement Payments. If the City has entered into a Credit Agreement in connection with an issue of Debt, payments due under the Credit Agreement (other than payments made by the City in connection with the termination or unwinding of a Credit Agreement), from either the City or the Credit Provider, shall be included in such calculation except to the extent that the payments are already taken into account under (1) through (7) above and any payments otherwise included above under (1) through (7) which are to be replaced by payments under a Credit Agreement, from either the City or the Credit Provider, shall be excluded from such calculation.

(c) The term "Bond Date" shall mean the dated date for a series of Bonds as set forth in a Pricing Certificate.

(d) The term "Bond Insurer" shall mean a company licensed to issue policies of municipal bond insurance in the State.

(e) The term "Bonds" shall mean, collectively, the bonds of all series of Bonds authorized, issued and delivered pursuant to this Ordinance.

(f) The term "Bonds Similarly Secured" shall mean, collectively, the Bonds, the Previously Issued Bonds and any Additional Bonds.

(g) The term "City" shall mean the City of Garland, Texas

(h) The term "Consultant" shall mean an independent firm, person or corporation recognized as having expertise and with a favorable reputation for special skill and knowledge in the operations and financing of municipal electric light and power facilities and systems similar in size to the System.

(i) The term "Credit Agreement" shall mean, collectively, a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitments to purchase Bonds Similarly Secured, purchase or sale agreements, interest rate swap agreements, currency exchange agreements, interest rate floor or cap agreements, or commitments or other contracts or agreements authorized, recognized and approved by the City as a Credit Agreement in connection with the authorization, issuance, security, or payment of Bonds Similarly Secured and on a parity therewith.

(j) The term "Credit Provider" shall mean any bank, financial institution, insurance company, surety bond provider, or other entity which provides, executes, issues, or otherwise is a party to or provider of a Credit Agreement.

(k) The term "Debt" shall mean, with respect to the System, all:

(1) indebtedness incurred or assumed by the City for borrowed money (including indebtedness arising under Credit Agreements) and all other financing obligations of the City that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(2) all other indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction, or improvement of property or capitalized lease obligations that is guaranteed, directly or indirectly, in any manner by the City, or that is in effect guaranteed, directly or indirectly, by the City through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or

services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(3) all indebtedness secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon property owned by the City whether or not the City has assumed or become liable for the payment thereof.

For the purpose of determining the "Debt" of the City, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements prepared by or for the benefit of the City in prior Fiscal Years.

(l) The term "Fiscal Year" shall mean the 12 month period ending September 30th of each year; provided, however, the City may change the Fiscal Year to another period of not less than 12 calendar months, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

(m) The term "Gross Revenues" shall mean those revenues, income, and receipts derived or received by the City from the operation and ownership of the System, including interest income and earnings from the investment or deposit of money in any Fund created by the Ordinance or another ordinance or authorizing document associated with the Bonds or Additional Bonds or maintained by the City in connection with the System, and money transferred to the System Fund, other than those amounts subject to the payment of the United States of America as rebate pursuant to Section 148 of the Code. The term "Gross Revenues", however, does not include refundable meter deposits, restricted gifts, grants in aid of construction or "transition charges" or similar charges imposed pursuant to the Texas Utilities Code, Subchapter G of Chapter 39, as amended, or similar law imposed for the payment of "transition bonds".

(n) Subject to any limitation that may be provided in a Pricing Certificate, the term "Government Obligations", as used herein, shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (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 of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State.

(o) The term "Maturity" shall mean, when used with respect to any Debt, the date on which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption, or otherwise.

(p) The term "Net Revenues" shall mean for any period of time the Gross Revenues of the System less the Operation and Maintenance Expenses incurred during such period.

(q) The term "New Series 2018 Bonds" shall mean the "City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2018," dated May 15, 2018.

(r) The term "Operation and Maintenance Expense" means the expenses of operation and maintenance of the System, including all salaries, labor, material, repairs, and extensions necessary to render efficient service, provided, however, that only such repairs and extensions, as in the judgment of the City, reasonably and fairly exercised by the passage of appropriate ordinances are necessary to render adequate service, or such as might be necessary to meet some physical accident or condition which would otherwise impair any Bonds Similarly Secured. Operation and Maintenance Expenses shall include the purchase of power. Depreciation shall not be considered as an expense of operation and maintenance.

(s) The term "Outstanding" when used in this Ordinance with respect to the Bonds means, as of the date of determination, all Bonds and Bonds Similarly Secured theretofore issued and delivered, except:

(1) those Bonds or Bonds Similarly Secured theretofore cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds or Bonds Similarly Secured for which payment has been duly provided by the City in accordance with the provisions of Section 30 hereof by the irrevocable deposit with the Paying Agent/Registrar of money or Government Obligations, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or redemption, as the case may be, provided that, if such Bonds or Bonds Similarly Secured are to be redeemed, notice of redemption thereof shall have been duly given pursuant to the ordinance authorizing the issuance of such Bonds or Bonds Similarly Secured or irrevocably provided to be given to the satisfaction of the Paying Agent/Registrar, or waived; and

(3) those Bonds or Bonds Similarly Secured that have been mutilated, destroyed, lost or stolen and for which replacement bonds have been registered and delivered in lieu thereof.

(t) The term "Owner," with respect to any Bond shall mean the person in whose name such Bond is registered on the register kept by the Paying Agent/Registrar.

(u) The term "Paying Agent/Registrar" shall mean the person or entity designated as such pursuant to Section 5(a) of this Ordinance.

(v) The term "Previously Issued Bonds" shall mean (i) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2015, dated February 1, 2015, (ii) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2016A, dated November 15, 2016, (iii) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2016B, dated November 15, 2016, (iv) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2018, dated May 15, 2018, (v) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2019, dated February 15, 2019, (vi) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2019A, dated December 1, 2019, (vii) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2020, dated June 1, 2020, (viii) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2021, dated January 15, 2021, (ix) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, Tax-Exempt New Series 2021A, dated August 1, 2021, (x) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, Taxable New Series 2021B, dated August 1, 2021, (xi) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2023, dated August 1, 2023, and (xii) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2024, dated November 15, 2024.

(w) The term "State" shall mean the State of Texas.

(x) The term "Stated Maturity" shall mean, when used with respect to any Debt or any installment of interest thereon, any date specified in the instrument evidencing or authorizing such Debt or such installment of interest as a fixed date on which the principal of such Debt or any installment thereof or the fixed date on which such installment of interest is due and payable.

(y) The term "System" shall mean the City's Electric Utility System, including all present and future extensions, additions, replacements and improvements thereto.

(z) The term "Term of Issue" shall mean, with respect to any Balloon Debt, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or (ii) thirty (30) years.

(aa) The term "Variable Rate Obligations" shall mean Bonds Similarly Secured that bear interest at a rate per annum which is subject to adjustment so that the actual rate of interest is not ascertainable at the time such Bonds Similarly Secured are issued; provided, however, that upon the conversion of the rate of interest on a Variable Rate Obligation to a fixed rate of interest (whether or not the interest rate thereon is subject to conversion back to a variable rate of interest), such Bond Similarly Secured shall not be treated as a "Variable Rate Obligation" for so long as such Bond Similarly Secured bears interest at a fixed rate.

The City reserves the right to establish accounts within the Bond Fund for the payment of obligations, including specifically obligations incurred under a Credit Agreement or a Variable

Rate Obligation; that is declared to be a Bond Similarly Secured in the ordinance authorizing the execution of such Credit Agreement or such Variable Rate Obligation.

SECTION 11. PLEDGE OF REVENUES. The City hereby covenants and agrees that the Net Revenues of the System, with the exception of those in excess of the amounts required for the payment and security of the Outstanding Bonds Similarly Secured, are hereby irrevocably pledged to the payment and security of the Outstanding Bonds Similarly Secured, including the maintenance of the special funds herein created in connection with the issuance of the Bonds, all as hereinafter provided, and it is hereby ordained that the Bonds Similarly Secured, and the interest thereon, shall be equally and ratably secured by a parity first lien on and pledge of the Net Revenues of the System and be valid and binding without any filing or recording except for the filing of this Ordinance in the records of the City.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Bonds and the pledge of the revenues granted by the City under this Section of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are Outstanding and unpaid such that the pledge of the revenues granted by the City under this Section of this Ordinance is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 12. RATES AND CHARGES. The City hereby covenants and agrees with the Owners of the Bonds that rates and charges for electric utility services afforded by the System will be established and maintained to provide Gross Revenues, including the money transferred to the System Fund for the sole purpose of compliance with this Section 12, sufficient at all times to:

- (a) Pay for all operation, maintenance, depreciation, replacement, and betterment charges of said System;
- (b) Maintain the Bond Fund;
- (c) Maintain the Reserve Fund at the Required Reserve Amount; and
- (d) Pay all other outstanding indebtedness against said System as and when the same becomes due.

SECTION 13. FUND DESIGNATIONS. The City hereby covenants and agrees that all revenues derived from the operation of the System shall be kept separate and apart from all other funds of the City, and the following Funds or Accounts shall be created and established in connection with the issuance of the Bonds (to the extent such funds are required to be established and to the extent such funds have not previously been created and established) and shall continue to be kept and maintained during the period of time any Bonds Similarly Secured are Outstanding, to wit:

(a) City of Garland, Texas Electric Utility System Fund, hereinafter called the "System Fund," which Fund is kept and maintained at a depository bank of the City.

(b) City of Garland, Texas Electric Utility System Interest and Sinking Fund, hereinafter called the "Bond Fund," which Bond Fund is hereby declared to be the combined interest and sinking fund created for the payment of principal of and interest on any Outstanding Bonds Similarly Secured, and the same shall continue to be a single fund for the payment of principal of and interest on such Outstanding Bonds Similarly Secured. The Bond Fund shall be kept and maintained at a City depository, as custodian of the pledged revenues, and moneys deposited therein shall be used solely for the purpose of paying the principal of and interest on the Outstanding Bonds Similarly Secured when and as the same become due and payable.

(c) City of Garland, Texas Electric Utility System Revenue Reserve Fund, hereinafter called the "Reserve Fund," which Reserve Fund, if required to be established and maintained as set forth herein or as set forth in an ordinance of the City relating to the issuance of Additional Bonds, shall be kept and maintained at a City depository, and moneys or instruments or any combination of both deposited in the Reserve Fund shall be used to pay principal of and interest on any Outstanding Bonds Similarly Secured falling due at any time when there is insufficient money available in the Bond Fund for such purpose.

It is specifically provided, however, that the City may change the custodian of the Bond Fund and the Reserve Fund without impairing the obligation of contract with the Owners of the Bonds, if the new custodian for such Fund or Funds is a financial institution with trust powers. In no event shall a change of the custodian of either of the Bond Fund or the Reserve Fund be considered as a change in the purpose for which such Funds were created and established as provided in this Ordinance, and the City covenants that it will cause such Funds to be timely utilized for the respective purposes for which they were created.

The City reserves the right to establish and maintain additional funds and accounts in connection with payment or support of the Outstanding Bonds Similarly Secured and the money on deposit in any such fund or account on the last day of the Fiscal Year may be used for any lawful purpose related to the Outstanding Bonds Similarly Secured and any proposed obligations which would be Bonds Similarly Secured when issued, including being applied to any Net Revenue calculations associated with Additional Bonds.

SECTION 14. SYSTEM FUND. The City hereby covenants and agrees that all revenues and income of every nature derived and to be derived from the operation of the System shall be deposited from day to day as collected into the System Fund, and the reasonable and proper maintenance and operation expenses of the System shall be paid therefrom. All moneys deposited therein which are not required for the payment of maintenance and operating expenses of the System shall be appropriated and used, first to the payment of any principal, interest or reserve requirements of any Outstanding Bonds Similarly Secured, second to the payment of any principal, interest or reserve requirements of any outstanding obligations payable from and secured by a lien on and pledge of the Net Revenues of the System subordinate to the lien on and pledge of the Net

Revenues to any Outstanding Bonds Similarly Secured and third, for any purpose authorized by applicable law.

SECTION 15. BOND FUND. The following provisions shall govern the maintenance and use of the Bond Fund: the City covenants that from the funds in the System Fund, after paying or making provision for the payment of the necessary and reasonable expenses of operation and maintenance of the System, the City shall pay into the Bond Fund during each year in which any of the Bonds Similarly Secured are Outstanding, an amount equal to one hundred percent (100%) of the amount required to meet the principal and interest payments falling due on or before the next maturity date of the Outstanding Bonds Similarly Secured. An amount of moneys in the Bond Fund sufficient to pay principal and interest next coming due shall be transferred to the Paying Agent/Registrar on or before the principal or interest payment date.

SECTION 16. RESERVE FUND. (a) Establishment. A Reserve Fund shall not be required to be established or maintained by the City for the payment of the Bonds or any other Bonds Similarly Secured so long as the Net Revenues of the System for a Fiscal Year equal or exceed one hundred fifty per cent (150%) of the Annual Debt Service Requirements of Bonds Similarly Secured due and payable in such Fiscal Year. If for any Fiscal Year such Net Revenues do not exceed 150% of the Annual Debt Service Requirements of the Bonds Similarly Secured, the City shall be obligated to establish and maintain on the books of the City a separate fund or account designated as the Reserve Fund. Upon being established and except as provided below, the amount on deposit to the credit of the Reserve Fund shall be maintained for the benefit of the owners of the Bonds Similarly Secured. The amounts deposited to the credit of the Reserve Fund shall be in a special fund maintained at a depository of the City. Monies or investments held in the Reserve Fund shall be used for the purpose of retiring the last of the Bonds Similarly Secured as they become due or paying principal of and interest on the Bonds Similarly Secured when and to the extent the amounts in the Bond Fund are insufficient for such purpose.

When a Reserve Fund is required to be established as noted above and while the same is required to be maintained, the amount to be accumulated and maintained in such Fund (the "Required Reserve Amount") shall be determined and re-determined as follows:

(1) ten per cent (10%) of the average annual debt service requirement for all Bonds Similarly Secured if the Net Revenues for the previous Fiscal Year were less than 150% of the annual debt service requirement for such Fiscal Year;

(2) twenty per cent (20%) of the average annual debt service requirement for all Bonds Similarly Secured if the Net Revenues for the previous Fiscal Year were less than 140% of the annual debt service requirement for such Fiscal Year, but greater than or equal to 130% of the annual debt service requirement for such Fiscal Year;

(3) thirty per cent (30%) of the average annual debt service requirement for all Bonds Similarly Secured then Outstanding if the Net Revenues for the previous Fiscal Year were less than 130% of the annual debt service requirement for such Fiscal Year, but greater than or equal to 120% of the annual debt service requirement for such Fiscal Year;

(4) forty per cent (40%) of the average annual debt service requirement for all Bonds Similarly Secured if the Net Revenues for the previous Fiscal Year were less than 120% of the annual debt service requirement for such Fiscal Year, but greater than or equal to 110% of the annual debt service requirement for such Fiscal Year; and

(5) fifty per cent (50%) of the average annual debt service requirement for all Bonds Similarly Secured if the Net Revenues for the previous Fiscal Year were less than 110% of the annual debt service requirement for such Fiscal Year.

The City shall review the amount, if any, on deposit in the Reserve Fund within thirty (30) days of the receipt of the audited financial statements applicable to the System for the preceding Fiscal Year to determine compliance with the provisions of subparagraphs (1) through (5) of subsection (a) of this Section 16. If at any time the City is required to fund the Required Reserve Amount, or to increase the Required Reserve Amount, the Required Reserve Amount or increase in the Required Reserve Amount, as applicable, shall be funded as provided in subsection (b) of this Section 16 in not more than sixty (60) substantially equal consecutive monthly deposits commencing not later than the month following the receipt of audited financial statements for the System for the preceding Fiscal Year.

(b) Funding. The Required Reserve Amount shall be established and maintained with Net Revenues of the System, transfer(s) of funds from refunded obligations, proceeds of sale of Bonds Similarly Secured, or by depositing to the credit of the Reserve Fund, to the extent permitted by law, one or more surety bonds or insurance policies issued by a company or institution which at the time of such deposit has a rating in one of the two highest rating categories by two nationally recognized rating agencies or services, or any combination thereof. The City hereby covenants and agrees to accumulate in the Reserve Fund the Required Reserve Amount either by depositing, from Net Revenues, in not more than sixty (60) substantially equal monthly payments, which initial fractional payment thereof shall be made on or before the fifteenth (15th) day of the month next following the determination that additional amounts need to be accumulated in the Reserve Fund to satisfy the Required Reserve Amount or by funding the Reserve Fund in the Required Reserve Amount from funds received from the transfer of funds from refunded obligations, from proceeds of sale of Bonds Similarly Secured, or by depositing one or more surety bonds or insurance policies issued by a company or companies meeting the aforesaid criteria, or any combination of the foregoing.

Concurrently with the delivery of a series of Additional Bonds, the appropriate City officials shall determine the Required Reserve Amount as well as the amount then held in the Reserve Fund, and the amount of such difference shall be deposited in the said Reserve Fund (i) by depositing to the credit of the Reserve Fund (concurrently with the delivery of the then proposed Additional Bonds) cash or an additional surety bond or insurance policy or revised surety bond or revised insurance policy with coverage in an amount sufficient to provide for the new Required Reserve to be fully or partially funded, or (ii) at the option of the City, in not more than sixty (60) substantially equal consecutive monthly payments, cash, the initial payment to be made on or before the fifteenth (15th) day of the month next following the month in which such Additional Bonds are delivered (or 1/60th of the balance of the additional amount not deposited immediately in cash or provided by a surety bond or insurance policy).

When and so long as the cash and investments in the Reserve Fund and/or coverage afforded by a surety bond or insurance policy held for the account of the Reserve Fund total not less than the Required Reserve Amount, no deposits need be made to the credit of the Reserve Fund; but, if and when the Reserve Fund at any time contains less than the Required Reserve Amount (or so much thereof as shall then be required to be contained therein if Additional Bonds have been issued and the City has elected to accumulate all or a portion of the Required Reserve Amount with Net Revenues), the City covenants and agrees to cause monthly deposits to be made to the Reserve Fund on or before the fifteenth (15th) day of each month (beginning the month next following the month the deficiency in the Required Reserve Amount occurred by reason of a draw on the Reserve Fund or as a result of a reduction in the market value of investments held for the account of the Reserve Fund) from Net Revenues of the System in an amount equal to either (i) one-sixtieth (1/60th) of the Required Reserve Amount until the total Required Reserve Amount then required to be maintained in said Fund has been fully restored or (ii) the amounts to pay principal of and interest on Bonds Similarly Secured held by an insurer, or evidenced by an instrument of assignment entitling an insurer to payment of principal of and interest on Bonds Similarly Secured, as a result of payments or draws made on a surety bond or insurance policy held for the account of the Reserve Fund, and such payments will result in (x) the principal of and/or interest on such Bonds Similarly Secured to be paid and (y) the restoration and replenishment of the surety bond or insurance policy coverage representing all or a portion of the Required Reserve Amount.

During such time as the Reserve Fund contains the total Required Reserve Amount, the City may, at its option, withdraw all surplus in the Reserve Fund over the Required Reserve Amount and deposit such surplus in the System Fund. Any such amount to be withdrawn that is allocated to proceeds of Bonds Similarly Secured shall be deposited to the Bond Fund or otherwise used for only such purposes as other bond proceeds may be used.

If the Reserve Fund is required to be established as provided in (a) above, and for two consecutive Fiscal Years, the Net Revenues of the System for a Fiscal Year equal or exceed one hundred fifty per cent (150%) of the Annual Debt Service Requirements of Bonds Similarly Secured due and payable in such Fiscal Year, then the Reserve Fund does not need to be maintained and the amounts in the Reserve Fund may be deposited to the Bond Fund or otherwise used for only such purposes as other bond proceeds may be used.

SECTION 17. DEFICIENCIES IN FUNDS. If in any month the City shall, for any reason, fail to pay into the Bond Fund or Reserve Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into said Funds from the first available and unallocated Net Revenues of the System for the following month or months, and such payments shall be in addition to the amounts otherwise required to be paid into said Funds during such month or months.

SECTION 18. EXCESS REVENUES. Any Net Revenues in excess of those required to establish and maintain the special Funds as herein required may be used for any other lawful purpose.

SECTION 19. SECURITY OF FUNDS. All moneys deposited in the Funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State for the security of public funds, and shall be used only for the purposes permitted by this Ordinance and the ordinances authorizing the issuance of other Bonds Similarly Secured.

SECTION 20. NO ADDITIONAL OBLIGATIONS TO BE ISSUED SUPERIOR TO THE BONDS SIMILARLY SECURED - OBLIGATIONS OF INFERIOR LIEN AND PLEDGE. The City will not create or issue any obligations or evidences of indebtedness for any purpose possessing a lien on the Net Revenues of the System superior to that to be possessed by the Bonds Similarly Secured. The City, however, retains the right to create and issue evidences of indebtedness whose lien on and pledge of the Net Revenues of the System shall be subordinate to that possessed by the Bonds Similarly Secured.

SECTION 21. ISSUANCE OF ADDITIONAL BONDS. In addition to the right to issue obligations of inferior lien as authorized by the laws of the State, the City hereby reserves the right to issue additional parity obligations. The Additional Bonds, when issued, shall be payable from and secured by a first lien on and pledge of the Net Revenues of the System in the same manner and to the same extent as the Outstanding Bonds Similarly Secured, and the Outstanding Bonds Similarly Secured and any Additional Bonds shall in all respects be of equal dignity. The Additional Bonds may be issued in one or more installments, provided, however, that none shall be issued unless and until the following conditions have been met:

(a) A certificate is executed by the Mayor and Finance Director (or other officer of the City having primary responsibility for the financial affairs of the City) to the effect that no default exists in connection with any of the covenants or requirements of the ordinances authorizing the issuance of all then Outstanding Bonds Similarly Secured;

(b) A certificate is executed by the Mayor and Finance Director (or other officer of the City having primary responsibility for the financial affairs of the City) to the effect that the Bond Fund and the Reserve Fund each contains the amount then required to be on deposit therein;

(c) A certificate is executed by a certified public accountant to the effect that, in his or her opinion, the Net Revenues of the System either for the last complete Fiscal Year of the City, or for any 12 consecutive calendar month period ending not more than 90 days prior to the passage of the ordinance authorizing the issuance of such Additional Bonds were at least 1.25 times the average annual principal and interest requirements for the calculation period of all then Outstanding Bonds Similarly Secured and for the installment or series of Additional Bonds then proposed to be issued and 1.00 times the maximum annual principal and interest requirements for all then Outstanding Bonds Similarly Secured after giving effect to the issuance of the Additional Bonds then being issued. However, (i) should the certificate of the accountant certify that the Net Revenues of the System for the period covered thereby were less than required above, and (ii) a change in the rates and charges for electric utility services afforded by the System became effective at least 60 days prior to the last day of the period covered by the accountant's certificate, and (iii) a Consultant having a favorable reputation with respect to such matters will certify that, had such change in rates and charges been effective for the entire period covered by the accountant's certificate, the Net Revenues of the System covered by the accountant's certificate would have

been, in his or her opinion, equal to at least 1.25 times the average annual and 1.00 times the maximum annual principal and interest requirements (calculated on a Fiscal Year basis) of the Outstanding Bonds Similarly Secured after giving effect to the issuance of the proposed Additional Bonds, then, in such event, the coverage specified in the first sentence of this subparagraph (c) shall not be required for the period specified, and such accountant's certificate will be sufficient if accompanied by a Consultant's certificate to the above effect. The term Net Revenues, as used in this subparagraph (c), shall mean the Net Revenues of the System, but excluding and not deducting any charges or disbursements which under standard accounting practice should be charged to capital expenditures;

(d) The Additional Bonds are scheduled to mature on March 1 or September 1, or both, and the interest thereon is scheduled to be paid on March 1 and September 1, provided, however, if the City issues Variable Rate Obligations, such Variable Rate Obligations may mature and pay interest on such date or dates provided in the ordinance authorizing the issuance of such Variable Rate Obligations;

(e) The ordinance authorizing the issuance of such Additional Bonds provides that the aggregate amount to be accumulated and maintained in the Reserve Fund shall be increased by an additional amount not less than the applicable percentage of the average Annual Debt Service Requirements for the Bonds Similarly Secured, taking into account the proposed Additional Bonds and that such additional amount shall (i) be so accumulated within sixty (60) months from the date of the Additional Bonds by the deposit in the Reserve Fund of the necessary sums in substantially equal consecutive monthly installments; or (ii) be deposited therein transfers of lawfully available funds, proceeds of sale of Bonds Similarly Secured or depositing to the credit of the Reserve Fund one or more surety bonds or insurance policies as provided in this Ordinance; provided, however, that the aggregate amount to be accumulated in the Reserve Fund shall never be required to exceed the applicable percentage of the average Annual Debt Service Requirements for all Bonds Similarly Secured taking into account the series of Additional Bonds then proposed to be issued; and

(f) All calculations of maximum and average Annual Debt Service Requirements made pursuant to this Section shall be made based upon the actual rate of interest to be borne by the Additional Bonds then proposed to be issued.

Bonds Similarly Secured may be refunded (pursuant to any law then available) upon such terms and conditions as the City may deem to be in the best interest of the City and its inhabitants, and if fewer than all such Outstanding Bonds Similarly Secured are refunded, the proposed refunding bonds shall be considered as "Additional Bonds" under the provisions of this Section, and the certificate(s) required in subdivision (c) shall give effect to the issuance of the proposed refunding bonds (and shall not give effect to the Bonds Similarly Secured being refunded following their cancellation or provision being made for their payment).

SECTION 22. MAINTENANCE AND OPERATION - INSURANCE. The City covenants and agrees that the System shall be maintained in good condition and operated in an efficient manner and at reasonable cost. So long as any of the Bonds are Outstanding, the City agrees to maintain insurance on the System of a kind, including self-insurance by the City, and in an amount

not less than, customarily carried by municipal corporations in the State engaged in a similar type of business. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System, but nothing herein shall be construed as preventing the City from doing so.

SECTION 23. RECORDS - ACCOUNTS - ACCOUNTING REPORTS.

(a) The City hereby covenants and agrees that so long as any of the Bonds remain Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the operation of the System separate and apart from all other records and accounts of the City in accordance with accepted accounting principles prescribed for municipal corporations. The Owner of any Bond or any duly authorized agent or agents of such Owner shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, and to inspect the System and all properties comprising same. The City further agrees that as soon as possible following the close of each Fiscal Year it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants or licensed public accountants.

(b) Expenses incurred in making the audits above referred to are to be regarded as maintenance and operating expenses of the System and paid as such. Copies of the aforesaid annual audit shall be immediately furnished to the Executive Director of the Municipal Advisory Council of Texas at his or her office in Austin, Texas, and, upon written request to the Purchasers and any subsequent Owners of the Bonds.

SECTION 24. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Bond Fund and Reserve Fund as required by this Ordinance or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Owner or Owners of any Bond shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive. Notwithstanding anything in this Ordinance to the contrary, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

SECTION 25. SPECIAL COVENANTS. The City hereby further covenants as follows:

(a) That it has the lawful power to pledge the revenues supporting this issue of Bonds and has lawfully exercised said power under the Constitution and laws of the State, including said power existing under Texas Government Code, Chapter 1502, as amended, that the Bonds when

issued, shall be ratably secured under said pledge of income in such manner that one Bond Similarly Secured shall have no preference over any other Bond Similarly Secured.

(b) That, other than for the payment of the Previously Issued Bonds and the Bonds, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System that is on a parity with the pledge of the Net Revenues to Bonds Similarly Secured. The Net Revenues have been pledged to the Refunded Obligations (which are being discharged with proceeds of the Bonds), subject to the lien on and pledge of the Net Revenues to the Outstanding Bonds Similarly Secured.

(c) That, as long as any of the Bonds Similarly Secured issued prior to the issuance of the New Series 2018 Bonds or any interest thereon remain Outstanding, the City will not sell or encumber the System or any substantial part thereof; provided that this shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System; also, with the exception of the Additional Bonds expressly permitted by this Ordinance to be issued, it will not encumber the Net Revenues thereof unless such encumbrance is made subordinate to the lien on and pledge of said Net Revenues to any Bonds Similarly Secured.

(d) That no free service of the System shall be allowed, and should the City or any of its agents or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the City out of funds from sources other than the revenues and income of the System.

(e) At such time as there are no Outstanding Bonds Similarly Secured issued prior to the issuance of the New Series 2018 Bonds, the City may sell or exchange at any time and from time to time any properties and facilities constituting the System if the City shall have received a certificate executed by the Finance Director stating that the sale or exchange of such property or facilities will not materially adversely affect the financial condition of the City or its ability to satisfy the System's rate covenants. The proceeds of any such sale or exchange shall be used by the City, at the option of the City, (i) to acquire additional System facilities; (ii) to purchase, defease, or redeem System Debt; or (iii) for any other lawful purpose. Additionally, the portion of property comprising personal property or machinery, properties, and equipment which has become obsolete or otherwise unneeded in the operation of the System may be sold or otherwise disposed in any manner deemed appropriate by the City acting through the City Manager, the Finance Director or a designee of either of such City representatives.

To the extent that it legally may, the City further covenants and agrees that, so long as any of the Bonds Similarly Secured, or any interest thereon, are Outstanding, no franchise shall be granted for the installation or operation of any competing electric utility system other than that owned by the City.

SECTION 26. BONDS ARE SPECIAL OBLIGATIONS. The Bonds are special obligations of the City payable from the pledged Net Revenues of the System, and the Owners thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

SECTION 27. BONDS ARE NEGOTIABLE INSTRUMENTS. That each of the Bonds shall be deemed and construed to be a "security," and as such a negotiable instrument, within the meaning of Texas Business and Commerce Code, Chapter 8, as amended.

SECTION 28. INVESTMENTS. Moneys in the Bond Fund and the Reserve Fund may at the option of the City be invested or reinvested from time to time in direct obligations of the United States of America, or other obligations permitted by the Texas Public Funds Investment Act, as amended.

SECTION 29. PAYMENT OF BONDS. While any of the Bonds are Outstanding, the Mayor, the Finance Director and the City Secretary, individually or jointly, are hereby authorized to transfer or cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Bond Fund and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly each installment of interest on and principal of the Bonds as the same accrue or mature or come due; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds on or before the date of payment for the Bonds.

SECTION 30. 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 City 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 revenues herein pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Obligations, and thereafter the City will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the 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 30(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the 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 City also 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 City, or deposited as directed in writing by the City. 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 30(a)(i) or (ii). 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 City or deposited as directed in writing by the City.

(c) 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 City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) In the event that the City 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 31. ORDINANCE A CONTRACT; AMENDMENTS. This Ordinance shall constitute a contract with the Owner of any Bond from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 37 hereof. The City, may, without the consent of or notice to any Owners of Bonds, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners of any Bond, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of Bonds owning a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of Outstanding Bonds affected thereby, no such amendment, addition or rescission shall (a) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (b) give any preference to any Bond over any other Bond or (c) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition or rescission.

SECTION 32. 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 Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Owner applying for a replacement bond shall furnish to the City 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 Owner shall furnish to the City 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 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 Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City 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 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 City 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 Chapter 1201, Texas Government Code, this Section 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 City 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 5(b) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION 33. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION AND ENGAGEMENT; ATTORNEY GENERAL FILING FEE; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. (a) The Mayor of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State, and their registration by the Comptroller of Public Accounts of the State. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal

of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, 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 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 initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed, and the execution and delivery of an engagement letter between the City 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 in the absence of the Mayor, the Mayor Pro-tem) of the City and an Authorized Officer (as hereinafter defined) is hereby authorized to execute such engagement letter.

(c) In accordance with the provisions of Section 1202.004, Tex. Gov't Code Ann., in connection with the submission of the Bonds by the Attorney General of Texas for review and approval, a statutory fee (an amount equal to 0.1% principal amount of each series of Bonds, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Bonds. The City hereby authorizes and directs that a check in the amount of the Attorney General filing fee for each series of Bonds, made payable to the "Texas Attorney General," be promptly furnished to the City's Bond Counsel, for payment to the Attorney General in connection with his review of the Bonds.

SECTION 34. COVENANTS REGARDING TAX EXEMPTION. With respect to Bonds that are issued as tax-exempt obligations (as specified in the Pricing Certificate pertaining thereto), the City covenants to refrain from taking any action which would adversely affect, and to take any required action to ensure, the treatment of such as obligations described in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in Section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance, or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of Section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess

of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of Section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of Section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of Section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of Section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with

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(1) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period until such proceeds are needed for the purpose for which the Tax-Exempt Bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(g) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(h) to refrain from using the proceeds of the Tax-Exempt Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Tax-Exempt Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(i) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

For the purposes of the foregoing (a) and (b), the City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under Section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor (or in the absence of the Mayor, the Mayor Pro-tem), the City Manager or the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

In order to facilitate compliance with the above covenant (i), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with Section 148 of the Code.

SECTION 35. COVENANTS REGARDING TAXABLE BONDS.

(a) To the extent required by 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 Taxable 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 Taxable Bonds and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Taxable 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 City that the Taxable 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 City agrees not to file a form 8038 G, or any comparable information return relating to tax-exempt obligations, with the Internal Revenue Service.

SECTION 36. DISPOSITION OF REFINANCED FACILITIES. The City covenants that the property financed with the proceeds of the Refunded Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 37. COMPLIANCE WITH RULE 15c2-12.

(a) If the Bonds are sold by public offering, and are subject to the Rule (as defined below), the following provisions shall apply:

(i) 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) guarantee of (i) or (ii); provided that "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.

(ii) Annual Reports. (A) The City 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 City of the general type included in the final Official Statement authorized by this Ordinance, being the information described in the Pricing Certificate. The City will additionally provide financial statements of the City (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 City 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 City commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The City 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 City 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 City

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.

(B) If the City 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 City 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 documents available to the public on the MSRB's internet website or filed with the SEC.

(iii) Event Notices. The City shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, 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 status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, 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, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding item (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

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

(iv) Limitations, Disclaimers, and Amendments. (A) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City 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.

(B) The provisions of this Section are for the sole benefit of the 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 City 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 City'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 City 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.

(C) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE 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 CITY, 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.

(D) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under the 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 City under federal and state securities laws.

(E) The provisions of this Section may be amended by the City 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 City, 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 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 City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Owners and beneficial owners of the Bonds. If the City 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. The City 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.

(b) If the Bonds are sold by private placement, the Pricing Officer may agree to provide for an undertaking in accordance with the Rule or may agree to provide other public information to the purchaser as may be necessary for the sale of the Bonds on the most favorable terms to the City.

SECTION 38. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 4 and pursuant to the terms and provisions of a bond purchase agreement, notice of sale and bidding instructions or private placement agreement (collectively, the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (collectively, the "Purchaser") of the Bonds shall be designated. The Bonds shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(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 Mayor and Mayor Pro Tem, the City Manager, the City Secretary, the Finance Director of the City and the General Manager and CEO of the System (each, an "Authorized Officer") 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 City a Paying Agent/Registrar Agreement with the Paying Agent/Registrar, a commitment for municipal bond insurance, if the

Bonds shall be so insured, 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 and the Official Statement. 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 39. APPROVAL OF ESCROW AGREEMENTS AND TRANSFER OF FUNDS. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, and in accordance with Section 4(d) of this Ordinance, an Authorized Officer is further authorized to enter into and execute on behalf of the City with the escrow agent named therein, one or more escrow or similar agreements, which agreement or agreements will provide for the refunding or payment in full of the Refunded Obligations.

In addition, on or immediately prior to the date of the delivery of the Bonds to the initial purchaser, an Authorized Officer is authorized to transfer and deposit cash from available funds to the paying agent/registrars of the Refunded Obligations, as applicable, if needed, to (i) fund the account described in the escrow or similar agreements as the City's contribution to the refunding of the Refunded Bonds and (ii) accomplish the refunding of the Refunded CP Notes. In addition, an Authorized Officer is authorized to purchase such securities, to execute such subscriptions for the purchase of the Escrowed Securities (as defined in the agreement or agreements), if any, and to authorize such contributions for the escrow fund as provided in the agreement or agreements.

SECTION 40. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to the execution and delivery of the Purchase Agreement with the Purchaser, the City hereby directs that the Refunded Obligations be called for redemption or otherwise retired on the dates and at the prices set forth in the Pricing Certificate.

(b) The paying agent/registrars for the Refunded Obligations are hereby directed to provide the appropriate notice of redemption as required by the Refunded Obligations (if applicable) and are hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed or otherwise retired on the appropriate redemption or maturity date.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from the Net Revenues of the System pledged pursuant to the ordinance of the City authorizing the issuance of such Refunded Obligations (the "Refunded Bond Ordinance"). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrar shall notify by first-class mail all Owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such Owner that have been refunded and are payable solely from cash and investments

in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such Owner, if any, have not been refunded and are payable and secured solely from the Net Revenues of the System described in the Refunded Obligation Ordinance, (iii) the Owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such Owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the respective escrow agents for the Refunded Obligations, pursuant to the escrow or similar agreements approved in Section 39 of this Ordinance, or from amounts deposited with the paying agent/registrars for the Refunded Obligations from proceeds of the Bonds, if there is no escrow or similar agreement for one or both series of the Refunded Obligations.

SECTION 41. BENEFITS OF ORDINANCE. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, and the Owners, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Owners.

SECTION 42. GOVERNING LAW. This Ordinance shall be construed and enforced in accordance with the laws of the State and the United States of America.

SECTION 43. EFFECT OF HEADINGS. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 44. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 45. PUBLIC NOTICE. It is hereby officially found and determined that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SECTION 46. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.



GARLAND

CITY COUNCIL STAFF REPORT

12

Meeting Date: December 2, 2025

Title: **Approve the employment contract of the Interim-City Manager, Mike Betz.**

Submitted by: Brian England, City Attorney

Strategic Focus Area: Sound Governance and Finances

Issue / Summary

Approve the employment contract of the Interim City Manager, Mike Betz.

Background

On November 18, 2025, during the Regular Meeting of City Council, the Council approved the appointment of Mike Betz as Interim City Manager. The attached contract are the terms and conditions of Mr. Betz's employment with the City of Garland.

Consideration / Recommendation

Approve.

Attachments

A. employment agreement-interim city manager BETXZ 2025 FINAL

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the Effective Date (as defined below) by and between the City of Garland, Texas (“City”) and **Michael J. Betz** (“Employee”).

1. Duties and Scope of Employment.

(A) *Position and Duties.* For the term of his employment under this Agreement, the City agrees to employ the Employee as its **Interim-City Manager** reporting directly to the City Council. Employee shall have such duties, powers, authority, responsibilities, and obligations of the City Manager as provided by Article V of the Charter of the City of Garland, Texas. Employee shall diligently, to the best of his ability, and with the highest degree of good faith and loyalty to the City, perform all such duties incident to his position to promote the interests of the City. Employee shall not act or withhold any act (nor shall he be asked or expected to do so) contrary to his duty of loyalty to the City. Employee shall be given such assistants and staffing as the City Council may from time to time provide in the budget of the City from each of whom Employee shall expect a similar level of loyalty and fidelity.

(B) *Obligations to the City.* During his employment under this Agreement, the Employee shall devote his full time and energy to his service to the City and shall not be engaged in any competitive or conflicting activity without the express consent of the City Council, provided that Employee may engage in charitable, religious or community activities. Employee shall abide by the City Council’s policies and rules regarding his employment during the term of his employment.

2. Term of Employment.

Unless sooner terminated in accordance with the provisions of Section 4 of this Agreement or extended pursuant to subsection (C), the City agrees to employ the Employee, and Employee agrees to continue in employment with the City, as its Interim-City Manager, beginning on the Effective Date and continuing through the earlier of **July 2, 2026** or until such time as the City Council appoints a full-time City Manager. In the event that the City Council does not appoint a full-time City Manager on or before **July 2, 2026**, the Parties agree that term of this Agreement shall extend on a month-to-month basis until such time as City Council appoints the full-time City Manager. During any hold-over period, the terms and conditions contained herein shall remain in effect.

3. Compensation; Benefits; Expenses.

(A) *Compensation.* For the services rendered by Employee during the term of this Agreement, Employee shall be entitled to the following:

- (1) A salary, payable bi-weekly or in accordance with a schedule generally applicable to other City employees, at the monthly rate of **\$25,000.00**;

- (2) A one-time lump sum payment of **\$12,000.00**, payable to the Employee at the time of Employee's first paycheck, for relocation and living expenses; and
- (3) A one-time lump sum payment of **\$40,000.00**, payable to the Employee at the time of the Employee's first paycheck.

The sum of the amounts described in Section 3(A)(1) - (3), along with the benefits that Employee may receive as pay under Section 3(B), less Employee's costs of participation in such benefits, shall hereinafter be referred to as the "Base Salary". By way of example, Employee may be entitled to liquidating vacation pay as a benefit, which should be included as Base Salary, and if receiving health insurance benefits, would be obligated to pay the Employee's share of those benefits, which should be deducted from Base Salary.

(B) *Benefits.* Employee shall be allowed to participate in all City health, welfare, retirement, savings, and other employee benefit and fringe benefit plans on the same basis as that offered or provided to other non-civil service City employees (including such benefits as provided or offered to executive-level City employees) subject to the terms and conditions generally applicable to other executive-level City employees who participate in such plans. To the extent that seniority affects any benefits (including, but not limited to, earned vacation leave, sick leave, and stability pay), such benefits shall be calculated and granted in accordance with generally applicable City policies using Employee's date of hire at the executive employee level, **but Employee shall begin the Term with not less than 4 weeks of vacation leave.** Employee previously retired from employment with the City in September of 2025 and was receiving retiree health insurance benefits resulting from his prior service with the City. City agrees that upon the expiration or termination of this Agreement, Employee shall be entitled to resume such benefits on the same basis Employee was receiving those benefits prior to the commencement of this Agreement.

(C) *Expenses.* City agrees to provide Employee with a mid-size SUV together with gas and maintenance, for his exclusive and unrestricted use. In lieu of providing an automobile, Employee may elect to receive the amount of **\$800.00 per month** as a car allowance, provided that Employee may additionally be reimbursed for mileage on his personal vehicle at the applicable standard rate for use of that vehicle on the business of the City if the Employee is required to travel more than 50 miles from City Hall and the use of Employee's personal vehicle will result in additional or commensurate savings to the City (for example, by eliminating the cost of rental vehicles and taxis). Employee shall obtain, at Employee's expense, a functioning cell phone through which Employee shall be available to the City Council at all reasonable hours. Employee shall be paid a cell phone stipend in the amount of **\$100.00 per month**, based on current benefit guidelines, and shall be entitled to reimbursement for other incurred or out-of-pocket expenses in accordance with generally applicable City policies governing the reimbursement of employee expenses.

(D) *Vacation, Sick Leave, and Time Off.* Subject to the express terms and conditions of this Agreement, Employee shall be entitled to such vacation and sick leave as generally applies

under City policy to employees of similar seniority. Any unused annual vacation leave remaining at the time the Term (including any hold-over periods) has ended, Employee's employment is terminated, or discontinued shall be paid to Employee in full based on the annual salary set forth in Section 3(A)(1) of this Agreement. Employee may elect to receive payment in lieu of vacation for an amount equal to not more than **120 hours of earned but unused vacation leave per year**. The City recognizes that Employee must devote a great deal of time outside normal office hours to the business of the City and, to that end, Employee shall be allowed to take discretionary time off on the same basis as that offered or provided to other non-civil service executive-level City employees. Employee previously retired from employment with the City in September of 2025 and was receiving sick leave in an amount consistent with his prior service with the City. City agrees that Employee shall be entitled to resume receiving sick time on the same basis that Employee was receiving prior to his September 2025 retirement.

(E) *Insurance; Indemnification.* Employee shall be entitled to all of those benefits and coverages that the City may provide to Employee as a City official under the provisions of Article XVII, Section 14 of the City Charter and Chapter 41, Article V of the Code of Ordinances.

4. Termination.

(A) The City may terminate Employee's employment either for Good Cause or at will and without Good Cause at any time. In the event the Employee is terminated without Good Cause, the City agrees to pay Employee the remaining unpaid portion of the term of this Agreement; payment for accrued but unused vacation leave (less any previously compensated "buy back" vacation pay under Section 3(F)); and to continue, health and dental coverage at the applicable rates (the Employee to pay the portion of such coverage as required of other non-civil service employees) during the remaining portion of the term of this Agreement. For purposes of this Agreement, the City shall have "Good Cause" to terminate Employee's employment if:

- (1) The Employee willfully fails to substantially and materially perform his duties hereunder;
- (2) The Employee commits an act of dishonesty, disloyalty, or other conflict of interest intended to result in personal enrichment at the expense of the City or the finding of criminal conduct; or
- (3) The Employee is otherwise grossly negligent or engages in willful misconduct or act of violence in the performance of his duties resulting in a material adverse effect on the City.

(B) Nothing contained within this Agreement shall be construed as a requirement for severance pay that is paid from tax revenue that exceeds the amount of compensation (at the rate at the termination of employment) of the Employee that would have been paid for 20 weeks, excluding paid time off or accrued vacation leave. **The Parties acknowledge and agree that pursuant to Section 180.011 of the Texas Local Government Code, the City is prohibited from paying Employee, and Employee shall not be entitled to, any severance pay in the event**

Employee is terminated for Good Cause.

(C) If the City at any time reduces the salary, compensation, or other benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all City employees, or if the City refuses, within thirty (30) days of written notice from Employee of the specifics of non-compliance, to comply with any other provision of this Agreement that benefits the Employee, then the Employee may deem his employment terminated without Good Cause and shall be entitled to the remaining unpaid portion of the term of this Agreement.

(D) Employee may resign or terminate this Agreement at will by providing not less than thirty (30) days written notice to the City. If the Employee voluntarily resigns his position during the term of this Agreement, Employee shall not be entitled to the remaining unpaid portion of the term of this Agreement.

5. Notices. Any notice required or desired to be given from one party to the other party to this Agreement 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; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address 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.

6. Attorney's Fees. Should either party to this Agreement commence legal proceedings against the other to enforce the terms and provisions of this Agreement, the party losing in such legal proceedings shall pay the reasonable attorneys' fees and expenses (including, but not limited to expert witness fees and deposition expenses) of the party prevailing in such legal proceedings.

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

8. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement 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 Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

9. Waiver. Either City or Employee shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation,

whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

10. Governing Law; Venue. This Agreement 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 Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

11. Paragraph Headings; Construction. The paragraph headings contained in this Agreement 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 Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

12. Binding Effect. Except as limited herein, the terms and provisions of this Agreement 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.

13. Gender. Within this Agreement, 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.

14. Counterparts. This Agreement 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.

15. Computation of Deadlines. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

16. Dispute Resolution; Enforcement of Contract. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute; (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute. The parties agree that this is a contract for goods and services within the meaning provided by Chapter 271, TEX. LOCAL GOV'T CODE.

EXECUTED on the dates indicated below but deemed to be **effective as of the 18th day of November, 2025** (“Effective Date”).

CITY:

EMPLOYEE:

Dylan Hedrick
Mayor

Michael J. Betz
Interim-City Manager

Date: _____

Date: _____



GARLAND

CITY COUNCIL STAFF REPORT

13.a

Meeting Date: December 2, 2025

Title: Consider amending the TIF #2 creation ordinance

Submitted by: Matthew Watson, Managing Director-Financial Services

Strategic Focus Area: Sound Governance and Finances

Issue / Summary

At the November 3rd, 2025 Council Work Session, staff provided an overview of a TIF #2 Board recommendation to extend the termination date of the zone until December 31, 2045, and expand the geographic boundaries of the zone. In addition, staff discussed the projected outcomes associated with reinvesting a portion of the increment into public safety programs that directly support economic development within the zone.

Background

City Council Ordinance No. 5867, adopted on December 21, 2004, established Tax Increment Financing Reinvestment Zone Number Two (TIF #2) to facilitate economic development along the Interstate Highway 30 corridor, in accordance with Chapter 311 of the Texas Tax Code. The original Project and Financing Plan envisioned the transformation of the Harbor Point area, anchored by the development of the Bass Pro Shops Outdoor World, and included funding for public infrastructure improvements and economic development incentives to attract private investment. Following the Great Recession of 2008, TIF #2 did not achieve its original revenue projections and, as a result, has not had sufficient funds to initiate additional major projects over the past two decades. However, in recent years, the zone has experienced renewed growth in property values and commercial activity, resulting in projected incremental tax revenue exceeding \$2.3 million in FY 2025-26.

TIF #2 is currently scheduled to expire on December 31, 2025. Recognizing the zone's revitalized momentum and its ongoing importance to the City's economic base, the City Council adopted the FY 2025-26 Budget with the intent of pursuing a term extension for the TIF. The proposed extension would allow for the continued use of 50% of the tax increment to support public safety initiatives within the I-30 corridor not only to maintain a safe environment but to directly enhance the economic vitality of the area.

Investment in public safety is essential to sustaining and attracting commercial activity within the corridor. A visible, proactive, and well-resourced public safety presence supports business retention and recruitment by increasing consumer confidence, reducing crime-related deterrents to investment, and fostering a welcoming environment for visitors and shoppers. These outcomes align with the original intent of the TIF: to stimulate private development, generate economic growth, and strengthen the City's overall fiscal position.

On October 15, 2025, the TIF #2 Board heard a recommendation from City staff and consultant David Pettit to adjust the TIF boundaries and extend its term to ensure continued reinvestment in the corridor. The Board voted to advance this recommendation to the City Council for consideration. Staff provided an overview of the recommendation to City Council on November 3rd 2025 and was instructed to move forward with holding a public hearing and drafting an ordinance for City Council's formal approval.

Consideration / Recommendation

In order to extend the termination of the TIF #2 zone from December 31, 2025, to December 31, 2045, Council will need to take action before January 1, 2026.

Attachments

- A. Exhibit C Preliminary Project Plan
- B. Ord No ____ Amending Garland TIRZ 2 - TL rev
- C. Public Hearing Notice Garland TIRZ 2 Amendment - TL rev

Tax Increment Reinvestment Zone #2

City of Garland, Texas

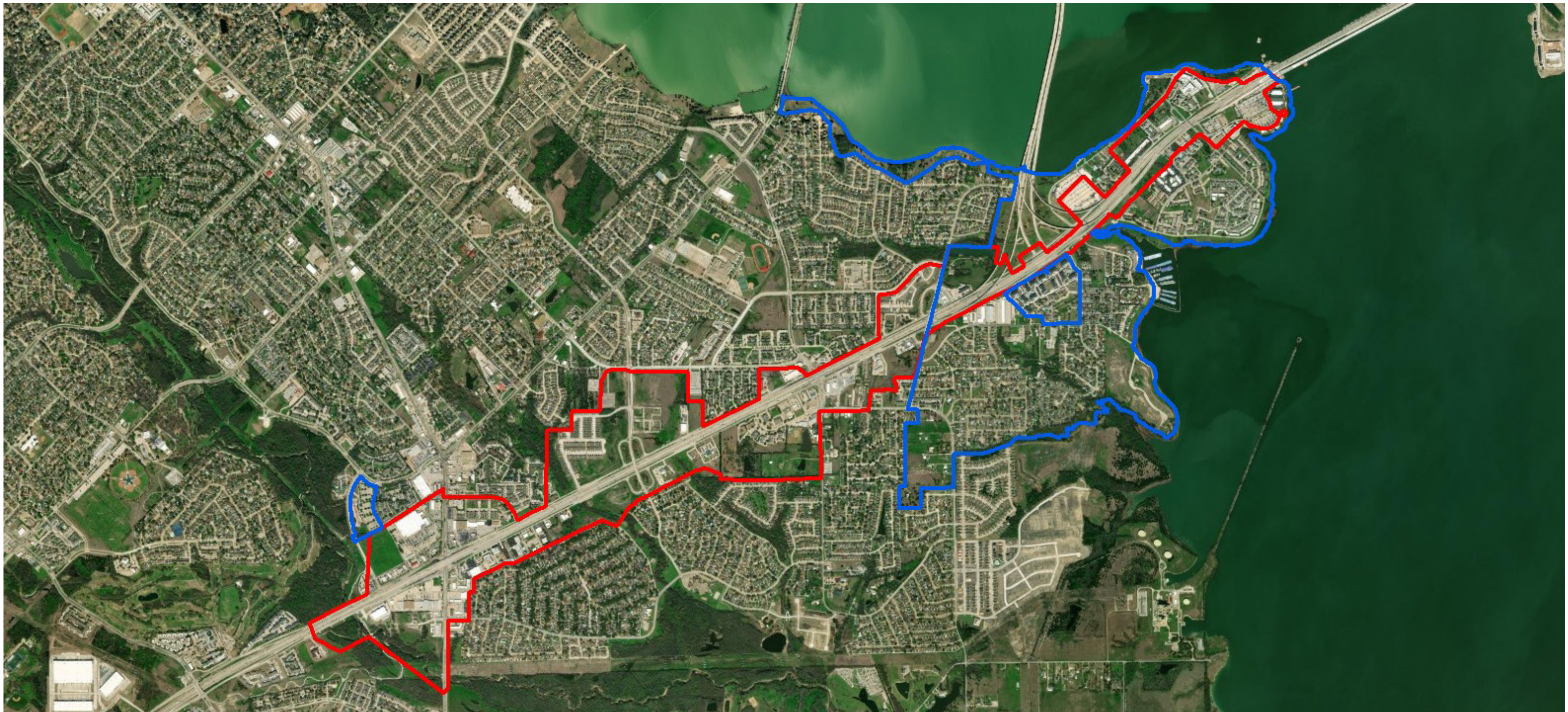


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DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Located just 15 miles northeast of downtown Dallas and bordered by major highways like I-635, I-30, and U.S. 190, Garland provides easy access across the Metroplex. Garland is located within Dallas County with portions extending into Collin and Rockwall counties. In 2020, it had a population of 246,018, making it the 93rd-most populous city in the United States and the 13th-most populous city in Texas.

The DART Light Rail runs directly through the city, with stations at Forest Lane and Jupiter Road and in Historic Downtown Garland. DFW International Airport is only 30 minutes away, making Garland a prime location for professionals and families moving to DFW or relocating within the region.

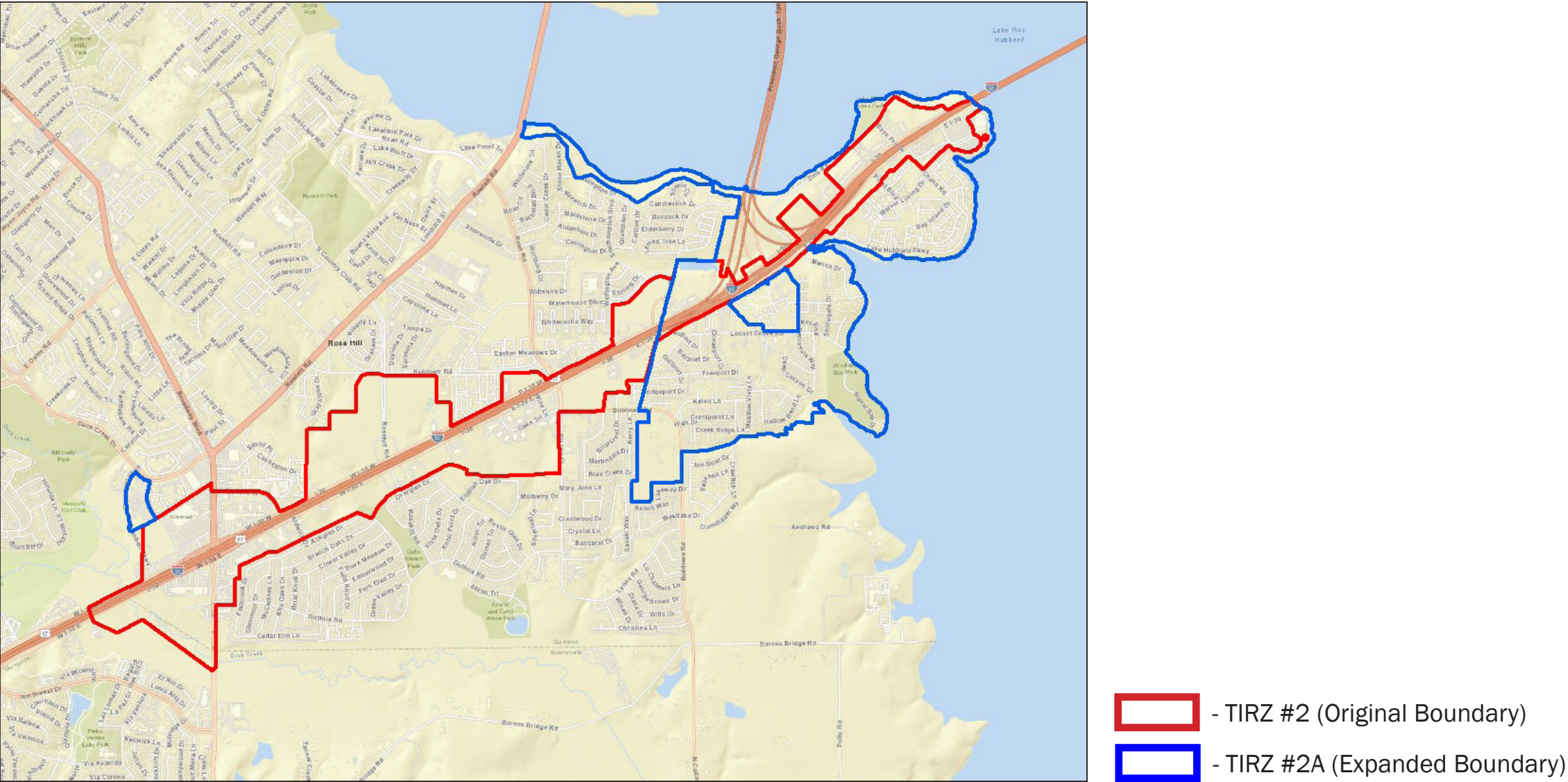
The city features more than 1,700 acres of parks, 243 acres of forested land, and a wide range of recreation options. Residents can enjoy boating and fishing on Lake Ray Hubbard, explore miles of trails, or compete in organized leagues at the city’s softball, soccer, and swimming complexes.

Tax Increment Reinvestment Zone #2, City of Garland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On December 21, 2004, the City Council of the City of Garland, Texas (the “Council”), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 5897 designating a contiguous geographic area within the City as a Reinvestment Zone Number Two, City of Garland, Texas (TIRZ #2). On December 2, 2025 the Council will consider an ordinance expanding TIRZ #2, to include an area to be known as TIRZ #2A, as well as extending the term to 2045 for both the original and expanded boundaries. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This amended project and financing plan outlines the funding of \$119,149,911 in public infrastrucutre (which includes but is not limited to improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting) and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Garland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



Boundary Description

The expanded boundaries of the TIRZ are contiguous with the existing TIRZ and consist of two areas described in greater detail below.

Legal Description TIRZ #2A

Area #1

Area 1 consists of Property ID 2629252002001000, BLK 2 LT 1 ACS 0.988, Property ID 26612550010020000, BLK 1 PT LT 2 ACS 11.8303, and Property ID 65076137010070200, TR 7.2 ACS 0.5062 CALC.

Area #2

Beginning at the point where the eastern right of way boundary of Rowlett Road meets the coastline of Lake Ray Hubbard, thence

East along the coastline of Lake Ray Hubbard, continuing east across the President George Bush Turnpike, continuing east along the coastline of Lake Ray Hubbard, continuing southeast across Interstate 30, thence

South along the coastline of Lake Ray Hubbard to the point Property ID 26RAYHUBBARDOGS00 meets the southeast corner of Property ID 26004600600040000, thence

West along the southern boundary of Property ID 26004600600040000 to the point it meets the northeast corner of Property ID 870542500Z02X0000, thence

West along the northern boundary of Property ID 870542500Z02X0000 to the point it meets the northeast corner of Property ID 26128250010500000, thence

West along the northern boundary of Property ID 26128250010500000 to the point it meets the eastern right of way of Bobtown Road, thence

South along the eastern right of way of Bobtown Road to the point it meets the southwest corner of Property ID 26128250010030000, thence

West across Bobtown Road to the southeast corner of Property ID 262986000000000000, thence

West along the southern boundary of Property ID 262986000000000000, continuing north along the western boundary, continuing east along the northern boundary to the point it meets Property ID 65151066510280000, thence

North along the western boundary of Property ID 65151066510280000, continuing north along the western boundaries of Property IDs 26321590010010000, 26043500000010000, 65151066510240000, 65151066510250000, 26296900010010000, and

65083684710170000, continuing east along the northern boundary of Property ID 65083684710170000 to the point it meets the southwest corner of Property ID 266897000101R0000, thence

North along the western boundary of Property ID 266897000101R0000 to the point it meets the southern right of way boundary of Bobtown Road, thence

West along the southern right of way boundary of Bobtown Road to the point it meets the northwest corner of Property ID 26105610010010000, thence

North across Bobtown Road to the point the northern right of way boundary of Bobtown Road meets the western right of way boundary of Zion Road, thence

North along the western right of way boundary of Zion Road to the point it meets the northwest corner of Property ID 26288650010010000, thence

East along the northern boundary of Property ID 26288650010010000, thence

North to the southeast corner of Property ID 65133017610010100, thence

North along eastern boundary of Property ID 65133017610010100, continuing north along the eastern boundary of Property ID 26195900020010000, continuing north to the southwest corner of Property ID 26689650010010000, thence

East along the southern boundaries of Property IDs 26689650010010000, 26255300010010000, and 26002000010010000, continuing east to the western right of way boundary of the President George Bush Turnpike, thence

North along the western right of way boundary of the President George Bush Turnpike to the point it meets the southern boundary of Property ID 26RAYHUBBARDOGS00, thence

West along the southern boundary of Property ID 26RAYHUBBARDOGS00 to the point it meets the eastern right of way boundary of Rowlett Road, thence

North along the eastern right of way boundary of Rowlett Road to the point the eastern right of Rowlett Road meets the coastline of Lake Ray Hubbard, which is the point of beginning.

Save and Except:

Property ID 263066600101R0000 and Property ID 26306670010010000 are not included in the boundaries of TIRZ #2A.

Save and Except:

All property within the expanded boundaries, as described above, that was included in the original boundaries of TIRZ #2, are not included in the boundaries of TIRZ #2A.

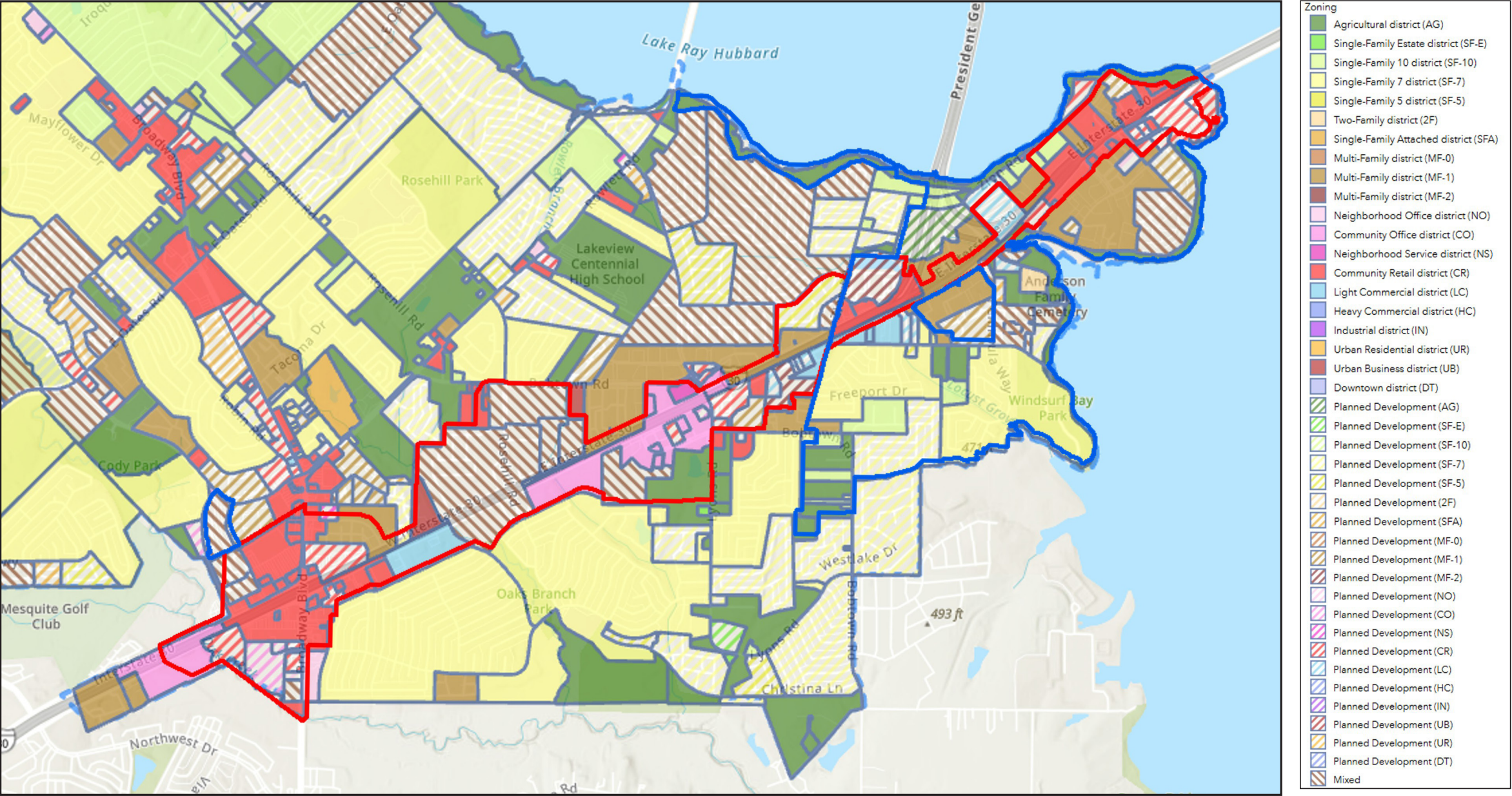
Current Conditions

Land Use

The land within the TIRZ includes vacant land well positioned for development as well as improved land well positioned for redevelopment. Less than 30 percent of the property in the zone, excluding property that is publicly owned, is used for residential purposes.

Zoning

The land within the TIRZ is zoned for a variety of uses, including commerical and single family and multifamily residential. Much of the property is zoned Planned Development. The purpose of a Planned Development zoning district (PD district) is to provide for the development of land as an integral unit for single or mixed uses in accordance with special conditions or a Concept Plan that may include uses, regulations and other requirements that vary from the provisions of other zoning districts. PD districts are generally intended to encourage flexible and creative planning, to ensure the compatibility of land uses, to allow for the adjustment of changing demands to meet the current needs of the community, and to result in a higher quality development for the community than would result from the use of standard zoning districts. The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Garland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



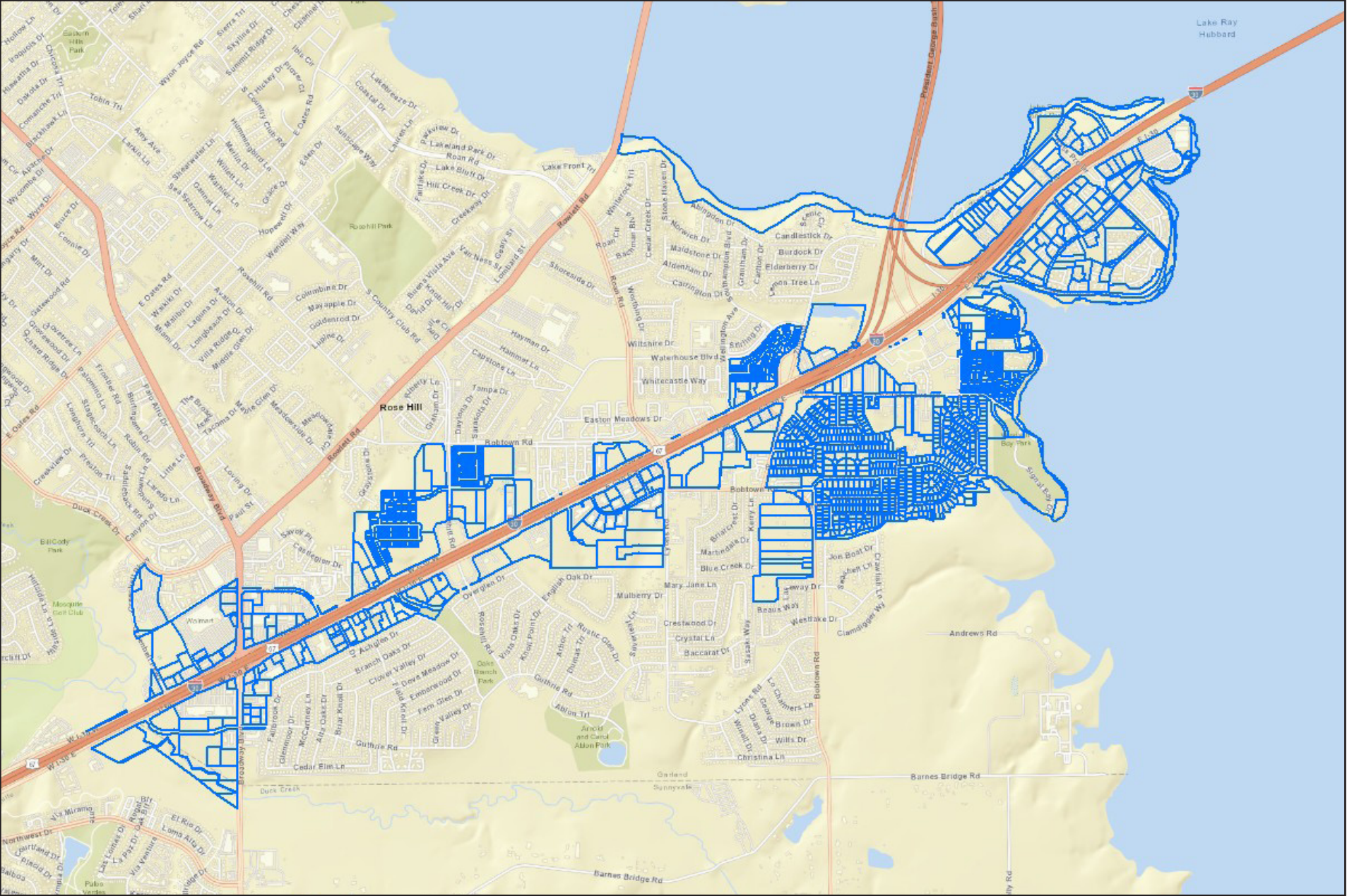
Current Conditions

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently various parcels within Tax Increment Reinvestment Zone #2, some of which are publicly owned, including parcels owned by the City of Garland. The 2005 taxable base value for the original boundaries is \$75,181,891. The estimated 2025 taxable base value of the property within the expanded boundaries is \$496,307,590. The 2025 base value will need to be verified by Dallas Central Appraisal District when the final 2025 taxable values are available.



Project Costs of the Zone

Assuming 3.5% annual growth of the property located within the TIRZ, PAC estimates that the incremental real property tax contributed to the TIRZ will be \$119,149,911, over the term. There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed in part by this incremental real property tax generated within the TIRZ.

Amended Project Costs - TIRZ #2		
Public Infrastructure	\$ 1,890,458	1.6%
Economic Development Grants	\$ 116,766,913	98%
Administrative Costs	\$ 492,540	0.4%
Total	\$ 119,149,911	100%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The project costs listed above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$119,149,911 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Commission for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: Many areas within the TIRZ have an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting streets for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Garland will contribute 100% of the real property increment within the Zone. Subject to a separate interlocal agreement, Dallas County contributes 50% of the real property increment within the Zone, through 2025.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined growth assumptions.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing.

Utilizing the information outlined in this feasibility study, PAC has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Years 1 - 20

Real Property Tax - 2025 Rates		Participation	
City of Garland	0.68974600	100%	0.6897460
Garland ISD	1.05090000	0%	0.0000000
Dallas County	0.21550000	50%	0.1077500
College District	0.10559500	0%	0.0000000
Hospital	0.21200000	0%	0.0000000
2.27374100			0.7974960

Personal Property Tax		Participation	
City of Garland	0.68974600	0%	0.0000000
Garland ISD	1.05090000	0%	0.0000000
Dallas County	0.21550000	0%	0.0000000
College District	0.10559500	0%	0.0000000
Hospital	0.21200000	0%	0.0000000
2.27374100			0.0000000

Sales Tax		Participation	
City of Garland	0.00000000	0%	0.0000000
DART	0.00000000	0%	0.0000000
State of Texas	0.00000000	0%	0.0000000
0.00000000			0.00000000

Years 21 - 45

Real Property Tax - 2025 Rates		Participation	
City of Garland	0.68974600	100%	0.6897460
Garland ISD	1.05090000	0%	0.0000000
Dallas County	0.21550000	0%	0.0000000
College District	0.10559500	0%	0.0000000
Hospital	0.21200000	0%	0.0000000
2.27374100			0.6897460

Personal Property Tax		Participation	
City of Garland	0.68974600	0%	0.0000000
Garland ISD	1.05090000	0%	0.0000000
Dallas County	0.21550000	0%	0.0000000
College District	0.10559500	0%	0.0000000
Hospital	0.21200000	0%	0.0000000
2.27374100			0.0000000

Sales Tax		Participation	
City of Garland	0.00000000	0%	0.0000000
DART	0.00000000	0%	0.0000000
State of Texas	0.00000000	0%	0.0000000
0.00000000			0.00000000

Financial Feasibility Analysis - Anticipated TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION																							
TAXABLE BASE YEAR GROWTH				3.50%		6.00%																	
DISCOUNT RATE																							
				REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX								SALES TAX							
City of Garland				0.6897460	100%	0.6897460		City of Garland				0.6897460	0%	0.0000000		City of Garland				0.0000000	0%	0.0000000	
Garland ISD				1.0509000	0%	0.0000000		Garland ISD				1.0509000	0%	0.0000000		DART				0.0000000	0%	0.0000000	
Dallas County				0.2155000	0%	0.0000000		Dallas County				0.2155000	0%	0.0000000		State of Texas				0.0000000	0%	0.0000000	
College District				0.1055950	0%	0.0000000		College District				0.1055950	0%	0.0000000						0.0000000	0%	0.0000000	
Hospital				0.2120000	0%	0.0000000		Hospital				0.2120000	0%	0.0000000						0.0000000		0.0000000	
				2.2737410		0.6897460						2.2737410		0.0000000									
REVENUE YEAR	TAX BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		
BASE YEAR (ORIGINAL BOUNDARY)																							
City of Garland		75,181,891	75,908,692	75,357,648	74,999,911	75,252,851	75,252,851	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891		
Garland ISD		75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891		
Dallas County		75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891		
College District		75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891		
Hospital		75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891		
TAXABLE VALUE																							
City of Garland		75,181,891	90,149,214	100,038,843	118,567,635	117,968,797	110,041,765	109,651,346	110,213,252	113,219,161	116,664,411	120,454,105	124,401,885	125,647,462	130,599,609	135,814,936	144,495,757	161,444,758	219,095,494	267,874,717	316,892,024		
Garland ISD		75,181,891	90,149,214	100,038,843	118,567,635	117,968,797	110,041,765	109,651,346	110,213,252	113,219,161	116,664,411	120,454,105	124,401,885	125,647,462	130,599,609	135,814,936	144,495,757	161,444,758	219,095,494	267,874,717	316,892,024		
Dallas County		75,181,891	90,149,214	100,038,843	118,567,635	117,968,797	110,041,765	109,651,346	110,213,252	113,219,161	116,664,411	120,454,105	124,401,885	125,647,462	130,599,609	135,814,936	144,495,757	161,444,758	219,095,494	267,874,717	316,892,024		
College District		75,181,891	90,149,214	100,038,843	118,567,635	117,968,797	110,041,765	109,651,346	110,213,252	113,219,161	116,664,411	120,454,105	124,401,885	125,647,462	130,599,609	135,814,936	144,495,757	161,444,758	219,095,494	267,874,717	316,892,024		
Hospital		75,181,891	90,149,214	100,038,843	118,567,635	117,968,797	110,041,765	109,651,346	110,213,252	113,219,161	116,664,411	120,454,105	124,401,885	125,647,462	130,599,609	135,814,936	144,495,757	161,444,758	219,095,494	267,874,717	316,892,024		
TAXABLE VALUE INCREMENT																							
City of Garland		14,240,522	24,681,195	43,567,724	42,715,946	34,788,914	34,469,455	35,031,361	38,037,270	41,482,520	45,272,214	49,219,994	50,465,571	55,417,718	60,633,045	69,313,866	86,262,867	143,913,603	192,692,826	241,710,133	339,701,828		
Garland ISD		14,967,323	24,856,952	43,385,744	42,786,906	34,859,874	34,469,455	35,031,361	38,037,270	41,482,520	45,272,214	49,219,994	50,465,571	55,417,718	60,633,045	69,313,866	86,262,867	143,913,603	192,692,826	241,710,133	339,701,828		
Dallas County		14,967,323	24,856,952	43,385,744	42,786,906	34,859,874	34,469,455	35,031,361	38,037,270	41,482,520	45,272,214	49,219,994	50,465,571	55,417,718	60,633,045	69,313,866	86,262,867	143,913,603	192,692,826	241,710,133	339,701,828		
College District		14,967,323	24,856,952	43,385,744	42,786,906	34,859,874	34,469,455	35,031,361	38,037,270	41,482,520	45,272,214	49,219,994	50,465,571	55,417,718	60,633,045	69,313,866	86,262,867	143,913,603	192,692,826	241,710,133	339,701,828		
Hospital		14,967,323	24,856,952	43,385,744	42,786,906	34,859,874	34,469,455	35,031,361	38,037,270	41,482,520	45,272,214	49,219,994	50,465,571	55,417,718	60,633,045	69,313,866	86,262,867	143,913,603	192,692,826	241,710,133	339,701,828		
REVENUE A																							
TAXABLE VALUE GROWTH																							
City of Garland		153,197	301,123	377,357	322,286	247,588	244,009	252,916	268,631	298,422	323,568	346,882	361,447	400,927	478,949	554,626	669,828	1,092,946	1,428,012	1,696,096	2,300,436		
Garland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Dallas County		0	0	47,649	47,013	38,680	38,864	45,435	46,755	50,931	54,514	62,571	63,786	70,496	82,188	98,944	115,490	190,884	272,761	313,121	250,376		
College District		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		153,197	301,123	425,006	369,299	286,268	282,873	298,351	315,386	349,353	378,082	409,453	425,233	471,423	561,137	653,570	785,318	1,283,830	1,700,773	2,009,217	2,550,812		
REVENUE YEAR	TAX BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		
BASE YEAR (EXPANDED BOUNDARY)																							
City of Garland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	496,307,590		
Garland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	496,307,590		
Dallas County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	496,307,590		
College District		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	496,307,590		
Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	496,307,590		
TAXABLE VALUE																							
City of Garland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	496,307,590		
Garland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	496,307,590		
Dallas County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	496,307,590		
College District		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	496,307,590		
Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	496,307,590		
TAXABLE VALUE INCREMENT																							
City of Garland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Garland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Dallas County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
College District		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
REVENUE B																							

Financial Feasibility Analysis - Anticipated TIRZ Revenue

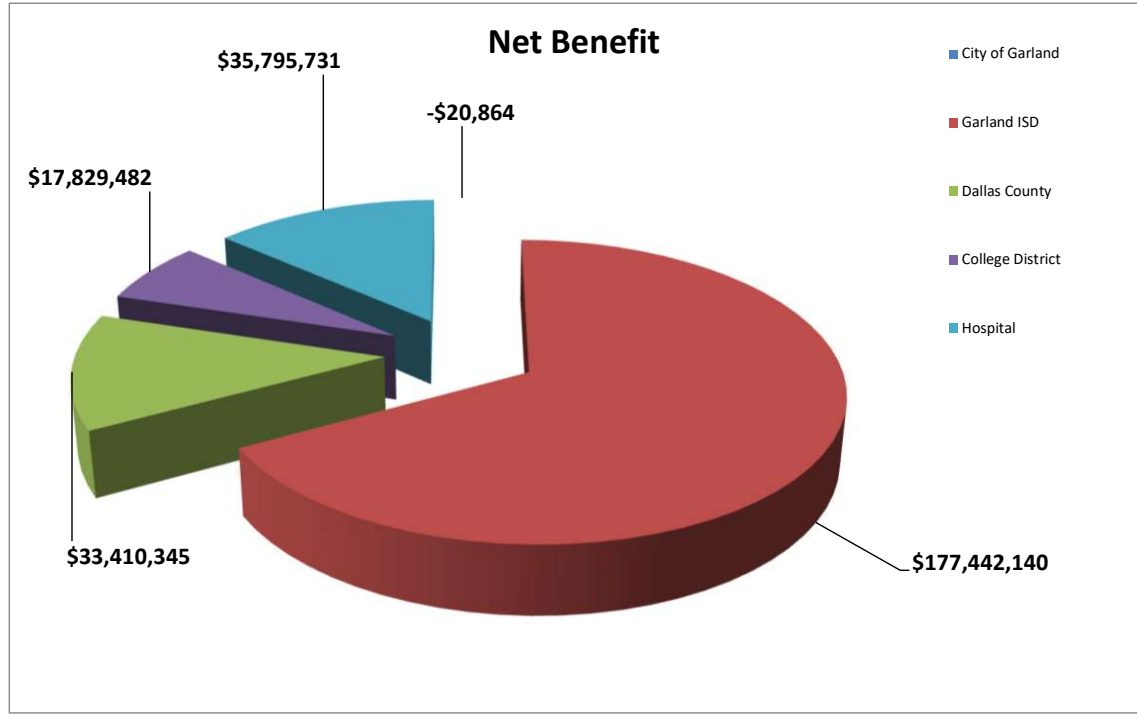
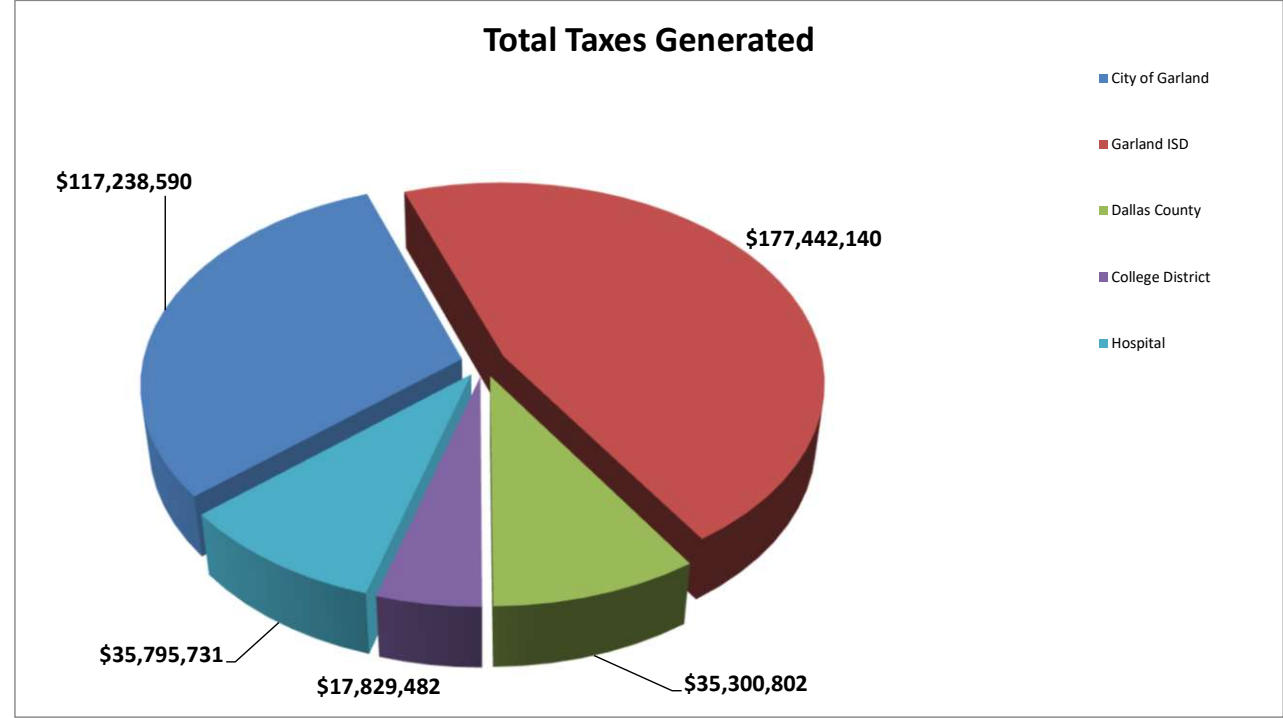
REVENUE YEAR	21 2026	22 2027	23 2028	24 2029	25 2030	26 2031	27 2032	28 2033	29 2034	30 2035	31 2036	32 2037	33 2038	34 2039	35 2040	36 2041	37 2042	38 2043	39 2044	40 2045	TOTALS		
BASE YEAR (ORIGINAL BOUNDARY)																							
City of Garland	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891			
Garland ISD	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891			
Dallas County	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891			
College District	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891			
Hospital	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891			
TAXABLE VALUE																							
City of Garland	429,404,649	444,433,812	459,988,995	476,088,610	492,751,711	509,998,021	527,847,952	546,322,630	565,443,923	585,234,460	605,717,666	626,917,784	648,859,907	671,570,003	695,074,954	719,402,577	744,581,667	770,642,025	797,614,496	825,531,004			
Garland ISD	429,404,649	444,433,812	459,988,995	476,088,610	492,751,711	509,998,021	527,847,952	546,322,630	565,443,923	585,234,460	605,717,666	626,917,784	648,859,907	671,570,003	695,074,954	719,402,577	744,581,667	770,642,025	797,614,496	825,531,004			
Dallas County	429,404,649	444,433,812	459,988,995	476,088,610	492,751,711	509,998,021	527,847,952	546,322,630	565,443,923	585,234,460	605,717,666	626,917,784	648,859,907	671,570,003	695,074,954	719,402,577	744,581,667	770,642,025	797,614,496	825,531,004			
College District	429,404,649	444,433,812	459,988,995	476,088,610	492,751,711	509,998,021	527,847,952	546,322,630	565,443,923	585,234,460	605,717,666	626,917,784	648,859,907	671,570,003	695,074,954	719,402,577	744,581,667	770,642,025	797,614,496	825,531,004			
Hospital	429,404,649	444,433,812	459,988,995	476,088,610	492,751,711	509,998,021	527,847,952	546,322,630	565,443,923	585,234,460	605,717,666	626,917,784	648,859,907	671,570,003	695,074,954	719,402,577	744,581,667	770,642,025	797,614,496	825,531,004			
TAXABLE VALUE INCREMENT																							
City of Garland	354,222,758	369,251,921	384,807,104	400,906,719	417,569,820	434,816,130	452,666,061	471,140,739	490,262,032	510,052,569	530,535,775	551,735,893	573,678,016	596,388,112	619,893,063	644,220,686	669,399,776	695,460,134	722,432,605	750,349,113			
Garland ISD	354,222,758	369,251,921	384,807,104	400,906,719	417,569,820	434,816,130	452,666,061	471,140,739	490,262,032	510,052,569	530,535,775	551,735,893	573,678,016	596,388,112	619,893,063	644,220,686	669,399,776	695,460,134	722,432,605	750,349,113			
Dallas County	354,222,758	369,251,921	384,807,104	400,906,719	417,569,820	434,816,130	452,666,061	471,140,739	490,262,032	510,052,569	530,535,775	551,735,893	573,678,016	596,388,112	619,893,063	644,220,686	669,399,776	695,460,134	722,432,605	750,349,113			
College District	354,222,758	369,251,921	384,807,104	400,906,719	417,569,820	434,816,130	452,666,061	471,140,739	490,262,032	510,052,569	530,535,775	551,735,893	573,678,016	596,388,112	619,893,063	644,220,686	669,399,776	695,460,134	722,432,605	750,349,113			
Hospital	354,222,758	369,251,921	384,807,104	400,906,719	417,569,820	434,816,130	452,666,061	471,140,739	490,262,032	510,052,569	530,535,775	551,735,893	573,678,016	596,388,112	619,893,063	644,220,686	669,399,776	695,460,134	722,432,605	750,349,113			
REVENUE A																							
TAXABLE VALUE GROWTH	City of Garland	2,443,237	2,546,900	2,654,192	2,765,238	2,880,171	2,999,127	3,122,246	3,249,674	3,381,563	3,518,067	3,659,349	3,805,576	3,956,921	4,113,563	4,275,688	4,443,486	4,617,158	4,796,908	4,982,950	5,175,503	85,506,765	City of Garland
	Garland ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Garland ISD
	Dallas County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,890,458	Dallas County
	College District	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	College District
	Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Hospital
																						87,397,223	
REVENUE YEAR	21 2026	22 2027	23 2028	24 2029	25 2030	26 2031	27 2032	28 2033	29 2034	30 2035	31 2036	32 2037	33 2038	34 2039	35 2040	36 2041	37 2042	38 2043	39 2044	40 2045	TOTALS		
BASE YEAR (EXPANDED BOUNDARY)																							
City of Garland	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590			
Garland ISD	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590			
Dallas County	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590			
College District	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590			
Hospital	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590			
TAXABLE VALUE																							
City of Garland	513,678,356	531,657,098	550,265,097	569,524,375	589,457,728	610,088,749	631,441,855	653,542,320	676,416,301	700,090,871	724,594,052	749,954,844	776,203,263	803,370,377	831,488,341	860,590,433	890,711,098	921,885,986	954,151,996	987,547,315			
Garland ISD	513,678,356	531,657,098	550,265,097	569,524,375	589,457,728	610,088,749	631,441,855	653,542,320	676,416,301	700,090,871	724,594,052	749,954,844	776,203,263	803,370,377	831,488,341	860,590,433	890,711,098	921,885,986	954,151,996	987,547,315			
Dallas County	513,678,356	531,657,098	550,265,097	569,524,375	589,457,728	610,088,749	631,441,855	653,542,320	676,416,301	700,090,871	724,594,052	749,954,844	776,203,263	803,370,377	831,488,341	860,590,433	890,711,098	921,885,986	954,151,996	987,547,315			
College District	513,678,356	531,657,098	550,265,097	569,524,375	589,457,728	610,088,749	631,441,855	653,542,320	676,416,301	700,090,871	724,594,052	749,954,844	776,203,263	803,370,377	831,488,341	860,590,433	890,711,098	921,885,986	954,151,996	987,547,315			
Hospital	513,678,356	531,657,098	550,265,097	569,524,375	589,457,728	610,088,749	631,441,855	653,542,320	676,416,301	700,090,871	724,594,052	749,954,844	776,203,263	803,370,377	831,488,341	860,590,433	890,711,098	921,885,986	954,151,996	987,547,315			
TAXABLE VALUE INCREMENT																							
City of Garland	17,370,766	35,349,508	53,957,507	73,216,785	93,150,138	113,781,159	135,134,265	157,234,730	180,108,711	203,783,281	228,286,462	253,647,254	279,895,673	307,062,787	335,180,751	364,282,843	394,403,508	425,578,396	457,844,406	491,239,725			
Garland ISD	17,370,766	35,349,508	53,957,507	73,216,785	93,150,138	113,781,159	135,134,265	157,234,730	180,108,711	203,783,281	228,286,462	253,64											

Financial Feasibility Analysis - All Revenue Generated

REVENUE YEAR	21 2026	22 2027	23 2028	24 2029	25 2030	26 2031	27 2032	28 2033	29 2034	30 2035	31 2036	32 2037	33 2038	34 2039	35 2040	36 2041	37 2042	38 2043	39 2044	40 2045	TOTALS
BASE YEAR (ORIGINAL BOUNDARY)																					
	City of Garland	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891
	Garland ISD	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891
	Dallas County	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891
	College District	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891
	Hospital	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891	75,181,891
TAXABLE VALUE																					
	City of Garland	429,404,649	444,433,812	459,988,995	476,088,610	492,751,711	509,998,021	527,847,952	546,322,630	565,443,923	585,234,460	605,717,666	626,917,784	648,859,907	671,570,003	695,074,954	719,402,577	744,581,667	770,642,025	797,614,496	825,531,004
	Garland ISD	429,404,649	444,433,812	459,988,995	476,088,610	492,751,711	509,998,021	527,847,952	546,322,630	565,443,923	585,234,460	605,717,666	626,917,784	648,859,907	671,570,003	695,074,954	719,402,577	744,581,667	770,642,025	797,614,496	825,531,004
	Dallas County	429,404,649	444,433,812	459,988,995	476,088,610	492,751,711	509,998,021	527,847,952	546,322,630	565,443,923	585,234,460	605,717,666	626,917,784	648,859,907	671,570,003	695,074,954	719,402,577	744,581,667	770,642,025	797,614,496	825,531,004
	College District	429,404,649	444,433,812	459,988,995	476,088,610	492,751,711	509,998,021	527,847,952	546,322,630	565,443,923	585,234,460	605,717,666	626,917,784	648,859,907	671,570,003	695,074,954	719,402,577	744,581,667	770,642,025	797,614,496	825,531,004
	Hospital	429,404,649	444,433,812	459,988,995	476,088,610	492,751,711	509,998,021	527,847,952	546,322,630	565,443,923	585,234,460	605,717,666	626,917,784	648,859,907	671,570,003	695,074,954	719,402,577	744,581,667	770,642,025	797,614,496	825,531,004
TAXABLE VALUE INCREMENT																					
	City of Garland	354,222,758	369,251,921	384,807,104	400,906,719	417,569,820	434,816,130	452,666,061	471,140,739	490,262,032	510,052,569	530,535,775	551,735,893	573,678,016	596,388,112	619,893,063	644,220,686	669,399,776	695,460,134	722,432,605	750,349,113
	Garland ISD	354,222,758	369,251,921	384,807,104	400,906,719	417,569,820	434,816,130	452,666,061	471,140,739	490,262,032	510,052,569	530,535,775	551,735,893	573,678,016	596,388,112	619,893,063	644,220,686	669,399,776	695,460,134	722,432,605	750,349,113
	Dallas County	354,222,758	369,251,921	384,807,104	400,906,719	417,569,820	434,816,130	452,666,061	471,140,739	490,262,032	510,052,569	530,535,775	551,735,893	573,678,016	596,388,112	619,893,063	644,220,686	669,399,776	695,460,134	722,432,605	750,349,113
	College District	354,222,758	369,251,921	384,807,104	400,906,719	417,569,820	434,816,130	452,666,061	471,140,739	490,262,032	510,052,569	530,535,775	551,735,893	573,678,016	596,388,112	619,893,063	644,220,686	669,399,776	695,460,134	722,432,605	750,349,113
	Hospital	354,222,758	369,251,921	384,807,104	400,906,719	417,569,820	434,816,130	452,666,061	471,140,739	490,262,032	510,052,569	530,535,775	551,735,893	573,678,016	596,388,112	619,893,063	644,220,686	669,399,776	695,460,134	722,432,605	750,349,113
REVENUE A																					
TAXABLE VALUE GROWTH																					
	City of Garland	2,443,237	2,546,900	2,654,192	2,765,238	2,880,171	2,999,127	3,122,246	3,249,674	3,381,563	3,518,067	3,659,349	3,805,576	3,956,921	4,113,563	4,275,688	4,443,486	4,617,158	4,796,908	4,982,950	5,175,503
	Garland ISD	3,722,527	3,880,468	4,043,938	4,213,129	4,388,241	4,569,483	4,757,068	4,951,218	5,152,164	5,360,142	5,575,400	5,798,193	6,028,782	6,267,443	6,514,456	6,770,115	7,034,722	7,308,591	7,592,044	7,885,419
	Dallas County	763,350	795,738	829,259	863,954	899,863	937,029	975,495	1,015,308	1,056,515	1,099,163	1,143,305	1,188,991	1,235,216	1,285,216	1,335,877	1,388,296	1,442,557	1,498,717	1,556,842	1,617,002
	College District	374,042	389,912	406,337	423,337	440,933	459,144	477,993	497,501	517,692	538,590	560,219	582,606	605,775	629,756	654,576	680,265	706,853	734,371	762,853	792,331
	Hospital	750,952	782,814	815,791	849,922	885,248	921,810	959,652	998,818	1,039,356	1,081,311	1,124,736	1,169,680	1,216,197	1,264,343	1,314,173	1,365,748	1,419,128	1,474,375	1,531,557	1,590,740
		8,054,108	8,395,832	8,749,517	9,115,580	9,494,456	9,886,693	10,292,454	10,712,520	11,147,289	11,597,274	12,063,009	12,545,045	13,043,952	13,560,321	14,094,763	14,647,910	15,220,417	15,812,962	16,428,246	17,069,995
																					279,003,093
REVENUE YEAR																					
21 2026	22 2027	23 2028	24 2029	25 2030	26 2031	27 2032	28 2033	29 2034	30 2035	31 2036	32 2037	33 2038	34 2039	35 2040	36 2041	37 2042	38 2043	39 2044	40 2045	TOTALS	
BASE YEAR (EXPANDED BOUNDARY)																					
	City of Garland	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590
	Garland ISD	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590
	Dallas County	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590
	College District	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590
	Hospital	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590	496,307,590
TAXABLE VALUE																					
	City of Garland	513,678,356	531,657,098	550,265,097	569,524,375	589,457,728	610,088,749	631,441,855	653,542,320	676,416,301	700,090,871	724,594,052	749,954,844	776,203,263	803,370,377	831,488,341	860,590,433	890,711,098	921,885,986	954,151,996	987,547,315
	Garland ISD	513,678,356	531,657,098	550,265,097	569,524,375	589,457,728	610,088,749	631,441,855	653,542,320	676,416,301	700,090,871	724,594,052	749,954,844	776,203,263	803,370,377	831,488,341	860,590,433	890,711,098	921,885,986	954,151,996	987,547,315
	Dallas County	513,678,356	531,657,098	550,265,097	569,524,375	589,457,728	610,088,749	631,441,855	653,542,320	676,416,301	700,090,871	724,594,052	749,954,844	776,203,263	803,370,377	831,488,341	860,590,433	890,711,098	921,885,986	954,151,996	987,547,315
	College District	513,678,356	531,657,098	550,265,097	569,524,375	589,457,728	610,088,749	631,441,855	653,542,320	676,416,301	700,090,871	724,594,052	749,954,844	776,203,263	803,370,377	831,488,341	860,590,433	890,711,098	921,885,986	954,151,996	987,547,315
	Hospital	513,678,356	531,657,098	550,265,097	569,524,375	589,457,728	610,088,749	631,441,855	653,542,320	676,416,301	700,090,871	724,594,052	749,954,844	776,203,263	803,370,377	831,488,341	860,590,433	890,711,098	921,885,986	954,151,996	987,547,315
TAXABLE VALUE INCREMENT																					
	City of Garland	17,370,766	35,349,508	53,957,507	73,216,785	93,150,138	113,781,159	135,134,265	157,234,730	180,108,711	203,783,281	228,286,462	253,647,254	279,895,673	307,062,787	335,180,751	364,282,843	394,403,508	425,578,396	457,844,406	491,239,725
	Garland ISD	17,370,766	35,349,508	53,957,507	73,216,785	93,150,138	113,781,159	135,134,265	157,234,730	180,108,711	203,783,281	228,286,462	253,647,254	279,895,673	307,062,787	335,180,751	364,282,843	394,403,508	425,578,396	457,844,406	491,239,725
	Dallas County	17,370,766	35,349,508	53,957,507	73,216,785	93,150,138	113,781,159	135,134,265	157,234,730	180,108,711	203,783,281	228,286,462	253,647,254	279,895,673	307,062,787	335,180,751	364,282,843	394,403,508	425,578,396	457,844,406	491,239,725
	College District	17,370,766	35,349,508	53,957,507	73,216,785	93,150,138	113,781,159	135,134,265	157,234,730	180,108,711	203,783,281	228,286,462	253,647,254	279,895,673	307,062,787	335,180,751	364,282,843	394,403,508	425,578,396	457,844,406	491,239,725
	Hospital	17,370,766	35,349,508	53,957,507	73,216,785	93,150,138	113,781,159	135,134,265	157,234,730	180,108,711	203,783,281	228,286,462	253,647,254	279,895,673	307,062,787	335,1					

Revenue Summary
2005-2045

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Garland	\$117,238,590	\$117,259,454	-\$20,864
Garland ISD	\$177,442,140	\$0	\$177,442,140
Dallas County	\$35,300,802	\$1,890,458	\$33,410,345
College District	\$17,829,482	\$0	\$17,829,482
Hospital	\$35,795,731	\$0	\$35,795,731
Total	\$383,606,745	\$119,149,911	\$264,456,833





Length of TIRZ #2:

The TIRZ is scheduled to end on December 31, 2045 (with the final year's tax increment to be collected by September 1, 2046).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

-  - TIRZ #2 (Original Boundary)
-  - TIRZ #2A (Expanded Boundary)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GARLAND, TEXAS, APPROVING A PROPOSED REVISED PROJECT AND FINANCE PLAN AND APPROVING THE ENLARGEMENT OF THE BOUNDARIES AND THE EXTENSION OF THE TERM OF TAX INCREMENT REINVESTMENT ZONE NUMBER TWO; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE IS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garland, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City or the extraterritorial jurisdiction (the "ETJ") of the municipality as a tax increment reinvestment zone if the area satisfies the requirements of the Act;

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the City limits or the extraterritorial jurisdiction (the "ETJ") of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future;

WHEREAS, on December 21, 2004, the City Council of the City of Garland, Texas (the "City Council"), pursuant to the Act, approved Ordinance No. 5897 designating and establishing a contiguous geographic area within the City as Reinvestment Zone Number Two(the "Original Zone");

WHEREAS, Section 311.007 of the Texas Tax Code allows a Tax Increment Financing Zone boundaries and term to be revised by ordinance or resolution of the City Council;

WHEREAS, Section 311.011(e) of the Texas Tax Code permits a Tax Increment Financing Zone Board of Directors to adopt an amendment to a Project and Financing Plan that is to take effect upon approval of the amendment by the governing body;

WHEREAS, on July 11, 2006, the City Council, pursuant to the Act, approved Ordinance 6026, amending the Original Zone;

WHEREAS, on March 20, 2007, the City Council approved a Project and Financing Plan for the Original Zone by Ordinance No. 6104 (the "Original Plan");

WHEREAS, on October 15, 2025, the Increment Financing Zone Number Two Board of Directors met and [unanimously] recommended the expansion of the boundaries of the Original Zone and extends the

termination date of the Original Zone to December 31, 2045;

WHEREAS, the City Council of the City of Garland, Texas, now desires to further amend Reinvestment Zone Number Two to expand the boundaries of the existing Reinvestment Zone Number Two and extend the term;

WHEREAS, upon approval of this Ordinance, Reinvestment Zone Number Two will consist of contiguous land, as described and depicted in Exhibits "A" and "B" of this Ordinance, a copy of which is attached hereto and is incorporated herein for all purposes (the "Expanded Zone");

WHEREAS, Section 311.01 1(e) of the Texas Tax Code, in pertinent part provides, "If an amendment reduces or increases the geographic area of the zone, increases the amount of bonded indebtedness to be incurred, increases or decreases the percentage of a tax increment to be contributed by a taxing unit, increases the total estimated project costs, or designates additional property in the zone to be acquired by the municipality or county, the approval must be by ordinance or order, as applicable, adopted after a public hearing that satisfies the procedural requirements of Sections 311.003(c) and (d);"

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Amended Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Two, City of Garland*, attached as **Exhibit "C"** (hereinafter referred to as the "Preliminary Amended Project and Finance Plan") for a proposed amended tax increment reinvestment zone containing the real property within the Expanded Zone;

WHEREAS, notice of the public hearing on the expansion of the proposed zone was published in a newspaper having general circulation in the City on November 23, 2025, which date is before the seventh (7th) day before the public hearing held on December 2, 2025;

WHEREAS, at the public hearing on December 2, 2025, interested persons were allowed to speak for or against the Expanded Zone, the extension of the term, and the concept of tax increment financing, and owners of property in the proposed Expanded Zone were given a reasonable opportunity to protest the inclusion of their property in the Expanded Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act;

WHEREAS, evidence was received and presented at the public hearing on December 2, 2025, and in favor of the amendment to the Original Zone;

WHEREAS, after all comments and evidence, both written and oral,

were received by the City Council, the public hearing was closed on December 2, 2025;

WHEREAS, the City has taken all actions required to expand the Original Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Original Zone;

WHEREAS, the percentage of the property in the proposed Expanded Zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, the City Council wishes to expand the boundaries of the Original Zone, extend the termination date of the Original Zone, and refer the Preliminary Amended Project and Finance Plan for the Expanded Zone to the Reinvestment Zone Number Two Board of Directors for consideration to promote the development and redevelopment of a certain geographic area within its jurisdiction, as authorized by the Act;

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated into the body of this Ordinance as if set forth fully herein.

SECTION 2. FINDINGS.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That a public hearing on the expansion of the reinvestment zone and extension of the term has been properly called, held, and conducted, and that notice of such hearing has been published as required by law;

(b) That the expansion of the reinvestment zone with boundaries as described and depicted in **Exhibits "A" and "B"** is feasible and will benefit the City, its residents and property owners, in general, and to the property, residents, and property owners in the Expanded Zone;

(c) That the Expanded Zone, as defined in **Exhibits "A" and "B"**, meets the criteria for the creation of a reinvestment zone set

forth in the Act in that:

1. It is a geographic area located wholly within the City limits of the City; and
2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 and 311.007 of the Texas Tax Code because:
 - i. The area substantially arrests or impairs the sound growth of the municipality designating the zone, retards the provision of housing accommodations, or constitutes an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present conditions and use because of the presence of:
 - a) a substantial number of substandard, slum, deteriorated, or deteriorating structures;
 - b) the predominance of defective or inadequate sidewalk or street layout;
 - c) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
 - d) unsanitary or unsafe conditions;
 - e) the deterioration of site or other improvements;
 - f) tax or special assessment delinquency exceeding the fair value of the land;
 - g) defective or unusual conditions of title;
 - h) conditions that endanger life or property by fire or other cause; or
 - i) structures, other than single-family residential structures, less than 10 percent of the square footage of which has been used for commercial, industrial, or residential purposes during the preceding 12 years, if the municipality has a population of 100,000 or more; and
 - ii. the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

(d) That many of the goals and objectives in the Proposed Preliminary Amended Project and Finance Plan, including but not limited to public safety needs and providing a secure, stable environment, are related to creating opportunities for new development and redevelopment within the Expanded Zone;

(e) That 30 percent or less of the property in the proposed Expanded Zone, excluding property dedicated to public use, is currently used for residential purposes;

(f) That the total appraised value of all taxable real property in the proposed Expanded Zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any;

(g) That the improvements in the proposed Expanded Zone will significantly enhance the value of all taxable real property in the proposed Expanded Zone and will be of general benefit to the City; and

(h) That the development or redevelopment of the property in the proposed Expanded Zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION 3. DURATION OF THE ZONE.

That the Expanded Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2045 (with the final year's tax increment to be collected by September 1, 2046) for the boundaries created in 2004 ("Original Zone") and those parcels added to the TIRZ with the Expanded Zone included in this 2025 amendment ("TIRZ 2A"); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Expanded Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION 4. TAX INCREMENT BASE AND TAX INCREMENT.

That the tax increment base for the Original Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Original Zone taxable by a taxing unit, determined as of January 1, 2005. The tax increment base for TIRZ 2A, the 2025 Expanded Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Expanded Zone taxable by a taxing unit, determined as of January 1, 2025, which is the year in which the Expanded Zone was designated as a reinvestment zone, as defined by Section 311.0123.

For the entirety of the Expanded Zone (including the area of the Original Zone) the TIF Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Expanded Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, and (ii) one hundred (100%) of the City's tax increment, as defined by section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION 5. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 6. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place, and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately from and after its passage and publication in accordance with and as provided by law and the City Charter, and it is accordingly so ordained.

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

CITY OF GARLAND, TEXAS:

Mayor

ATTEST:

City Secretary

EXHIBIT A
BOUNDARY DESCRIPTION FOR AREA TO BE ADDED TO THE ORIGINAL ZONE

Legal Description for TIRZ #2A

The expanded boundaries of the TIRZ are contiguous with the existing TIRZ and consist of two areas described in greater detail below.

Area 1

Area 1 consists of Property ID 2629252002001000, BLK 2 LT 1 ACS 0.988, Property ID 26612550010020000, BLK 1 PT LT 2 ACS 11.8303; and Property ID 65076137010070200, TR 7.2 ACS 0.5062 CALC.

Area 2

Beginning at the point where the eastern right of way boundary of Rowlett Road meets the coastline of Lake Ray Hubbard, thence

East along the coastline of Lake Ray Hubbard, continuing east across the President George Bush Turnpike, continuing east along the coastline of Lake Ray Hubbard, continuing southeast across Interstate 30, thence

South along the coastline of Lake Ray Hubbard to the point Property ID 26RAYHUBBARD0GS00 meets the southeast corner of Property ID 26004600600040000, thence

West along the southern boundary of Property ID 26004600600040000 to the point it meets the northeast corner of Property ID 870542500Z02X0000, thence

West along the northern boundary of Property ID 870542500Z02X0000 to the point it meets the northeast corner of Property ID 26128250010500000, thence

West along the northern boundary of Property ID 26128250010500000 to the point it meets the eastern right of way of Bobtown Road, thence

South along the eastern right of way of Bobtown Road to the point it meets the southwest corner of Property ID 26128250010030000, thence

West across Bobtown Road to the southeast corner of Property ID 26298600000000000, thence

West along the southern boundary of Property ID 26298600000000000, continuing north along the western boundary, continuing east along the northern boundary to the point it meets Property ID 65151066510280000, thence

North along the western boundary of Property ID 65151066510280000, continuing north along the western boundaries of Property IDs 26321590010010000, 26043500000010000, 65151066510240000, 65151066510250000, 26296900010010000, and 65083684710170000, continuing east along the northern boundary of Property ID 65083684710170000 to the point it meets the southwest corner of Property ID 266897000101R0000, thence

North along the western boundary of Property ID 266897000101R0000 to the point it meets the southern right of way boundary of Bobtown Road, thence

West along the southern right of way boundary of Bobtown Road to the point it meets the northwest corner of Property ID 26105610010010000, thence

North across Bobtown Road to the point the northern right of way boundary of Bobtown Road meets the western right of way boundary of Zion Road, thence

North along the western right of way boundary of Zion Road to the point it meets the northwest corner of Property ID 26288650010010000, thence

East along the northern boundary of Property ID 26288650010010000, thence

North to the southeast corner of Property ID 65133017610010100, thence

North along eastern boundary of Property ID 65133017610010100, continuing north along the eastern boundary of Property ID 26195900020010000, continuing north to the southwest corner of Property ID 26689650010010000, thence

East along the southern boundaries of Property IDs 26689650010010000, 26255300010010000, and 26002000010010000, continuing east to the western right of way boundary of the President George Bush Turnpike, thence

North along the western right of way boundary of the President George Bush Turnpike to the point it meets the southern boundary of Property ID 26RAYHUBBARD0GS00, thence

West along the southern boundary of Property ID 26RAYHUBBARD0GS00 to the point it meets the eastern right of way boundary of Rowlett Road, thence

North along the eastern right of way boundary of Rowlett Road to the point the eastern right of Rowlett Road meets the coastline of Lake Ray Hubbard, which is the point of beginning.

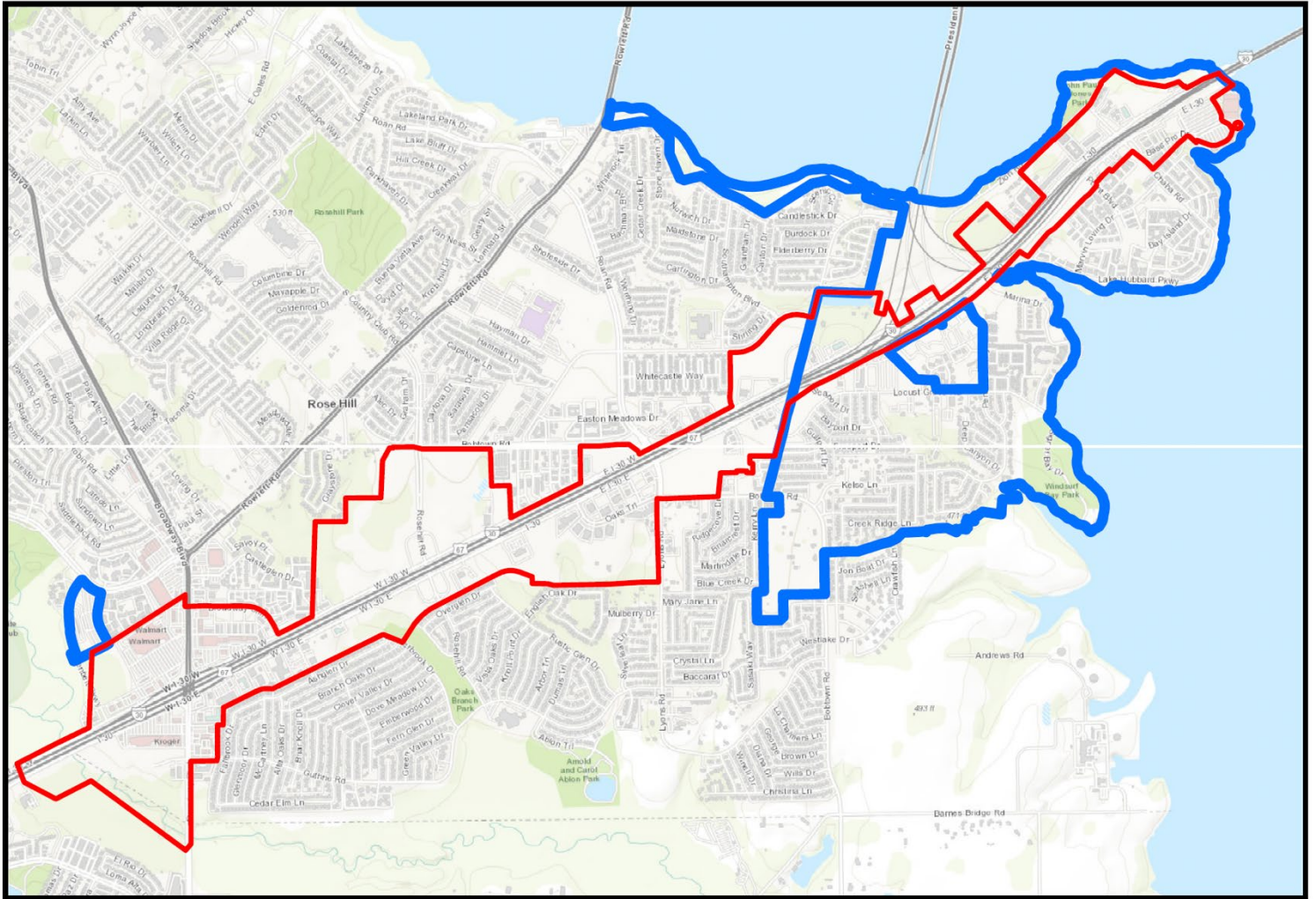
Save and Except:

Property ID 263066600101R0000 and Property ID 26306670010010000 are not included in the boundaries of TIRZ #2A.

Save and Except:

All property within the boundaries as described above that was included in the original boundaries of TIRZ #2, are not included in the boundaries of TIRZ #2A.

EXHIBIT B BOUNDARY MAP



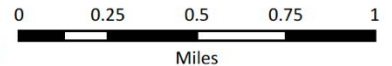
CITY OF GARLAND



Original Boundary: TIF #2



Expanded Boundary: TIF #2A



MAP DATE: 10/9/2025

EXHIBIT C
PRELIMINARY AMENDED PROJECT PLAN AND FINANCE PLAN

PUBLIC HEARING NOTICE

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS TO CONSIDER THE AMENDMENT OF REINVESTMENT ZONE NUMBER TWO TO EXPAND THE BOUNDARIES AND EXTEND THE TERM, FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311, TEXAS TAX CODE

NOTICE IS HEREBY GIVEN THAT the City Council of the City of Garland, Texas (the “City”), pursuant to Chapter 311.003 Texas Tax Code, as amended, (the “Act”), will hold a public hearing at 7:00 p.m. on Tuesday, December 2, 2025, at Council Chambers, City Hall, 200 N. 5th Street, Garland, Texas 75040, for the purpose of considering amendments to Reinvestment Zone Number Two, located within the boundaries of the City.

All persons are invited to attend the hearing and speak for or against the amendments of Tax Increment Reinvestment Zone Number Two, the proposed expanded boundaries or extended term, or the concept of tax increment financing. Written or oral statements will be considered.

The proposed expanded boundaries are noncontiguous and are located in the corporate limits of the City. The expanded boundaries are contiguous with the existing zone boundary, with one area located northwest of the existing zone, south of Duck Creek Drive, and north of Interstate 30. The second area is located on the east side of the existing zone, including property north and south of Interstate 30. The proposed expanded boundaries are more particularly described by a description and a map available at Garland City Hall located at 200 N. 5th Street, Garland, Texas 75040, and available for public inspection during regular business hours.

Questions or requests for additional information may be directed to David Pettit, Pettit & Ayala Consulting, dpettit@pettitayala.com; 817-439-9515.

Planning Report

File No: Z 25-37/District 7

Agenda Item:

Meeting: City Council

Date: December 2, 2025



GARLAND

TEXAS MADE HERE

STRATEGIC FOCUS AREA

Growing economic base.

REQUEST

Hold a public hearing and consider approval of 1) amendment to Planned Development (PD) District 05-36 to allow a Warehouse Office/Showroom Use by SUP, 2) allow Community Retail uses and other provisions, 3) a Specific Use Provision for a Warehouse Office/Showroom use and 4) a concept plan for a Warehouse Office/Showroom use at this location.

PLAN COMMISSION RECOMMENDATION

On November 10th, 2025, with an eight (8) to zero (0) to vote, the Plan Commission recommended approval of an amendment to Planned Development (PD) District 05-36 to 1) allow a Warehouse Office/Showroom Use by SUP, 2) allow Community Retail uses and other provisions, 3) a Specific Use Provision for a Warehouse Office/Showroom use and 4) a concept plan for a Warehouse Office/Showroom use at this location.

LOCATION

2801 Belt Line Road

APPLICANT

Mission Ridge Consultants

OWNER

Shomette & Smith LLC

BACKGROUND

The subject property is currently developed with a one-story 18,040 square feet commercial structure, that was previously operated as a Retail Sales with Personal Service and Granite Showroom use. The PD allowed a Light Industrial use to operate on-site for 20 years via SUP. The Light Industrial aspect of the use included cutting stone with a wet process. The SUP expired this year. The PD only allows for limited heavy commercial district uses at this location. Warehouse Office/Showroom is not listed as a permitted use. The applicant requests that uses within the Community Retail District (CR) be allowed on this site. The CR district allows a Warehouse Office/Showroom use by SUP. The applicant therefore requests the Warehouse Office/Showroom use to be permitted with an SUP. All other uses in the PD shall remain applicable. This PD amendment also establishes site-specific development standards that reflect the existing built conditions of the property and will be expanded upon in the *Considerations* section.

The applicant proposes to use the front portion of the building as dedicated showroom display and office functions including customer service, consultation, and administrative activities. The rear portion of the building will serve as enclosed warehouse space for inventory storage, supporting showroom operations and product distribution.

SITE DATA

The property is a 63,162 square feet tract of land with access from Belt Line Road on the south. There is approximately 105 linear feet of frontage along Belt Line Road. There is an

existing landscape buffer with trees and a continuous row of shrubs along the property's frontage.

USE OF PROPERTY UNDER CURRENT ZONING

The site is zoned Planned Development (PD) District 05-36 for limited Heavy Commercial district uses which includes Animal Clinic, Athletic Club/Instruction, Indoor Facilities, church, Drug Store/Pharmacy, Financial Institutions, Landscape Nursery, Library, Light Industrial (with SUP only), Medical and Surgical Appliances, Medical Laboratory, Medical Office/Clinic, Mortuary/Funeral Home, Museum or Art Gallery, Neighborhood Assistance Center, Office, General, Optical, Dispensary, Pet Sales and Grooming, Printer, Small Scale, Retail Sales/Personal Service, and Schools, Public and Private.

CONSIDERATIONS

Planned Development

1. The applicant requests the Warehouse Office/Showroom use to be allowed with a Specific Use Provision (SUP) consistent with the requirements of the Community Retail (CR) base district.
2. The applicant specifies the office use minimum percentage to be higher than required for this use at 30% < whereas the definition of the use specifies 25%.
3. The applicant requests an SUP for a period of 10 years. Although there is no recommended time period for a Warehouse Office/Showroom use, staff recommends a period of 5-10 years as a point of reference as the site is fully developed with a building and no substantial site-related improvement is needed for this use to operate on the site.
4. If the SUP is not renewed, the authorization for the Warehouse Office/Showroom use shall automatically expire, and the property shall remain eligible for all other uses, as permitted, within the CR District and this PD.
5. The existing building shall be maintained in its current footprint and orientation.
6. Future renovations shall comply with the Garland Development Code building design standards (Article 6) to the extent practicable for existing structures.
7. Existing landscaped areas along Belt Line Road shall be maintained and supplemented as necessary to meet minimum requirements of the Garland Development Code.
8. Screening and buffering are not required beyond existing conditions, as surrounding uses are compatible commercial and service-oriented developments.
9. Parking shall be provided as existing on site. A minimum of 39 spaces shall be provided.
10. No manufacturing shall be permitted.
11. All showroom and office functions shall occur within the enclosed building.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Compact Neighborhoods for the subject site. 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.

These areas provide transitions between traditional residential neighborhoods and higher density residential neighborhoods and non-residential developments. These areas accommodate uses such as convenience retail (goods and services), office space, and public services.

The proposed use presents an opportunity to adaptively re-use an existing building that will have a similar or less intensive use from what had been operating in the community for

many years. This use will be less intensive in nature as it does not involve any fabrication or manufacturing on site.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the north and west are zoned Planned Development (PD) District 01-52 for Self- Storage uses and are developed as such, the properties to the east are zoned Planned Development District 97-01 (PD 97-01) for Health Services and is developed with a private school and Community Retail District (CR) and is developed with a training institute. The property to the south is zoned Multi-Family District-1 and is developed with apartments.

There are no noted potential negative externalities concerning the proposed use as there is sufficient parking on site and all operations will be conducted within the building.

STAFF RECOMMENDATION

Staff recommends approval of 1) amendment to Planned Development (PD) District 05-36 to allow a Warehouse Office/Showroom Use by SUP, 2) allow Community Retail uses and other provisions, 3) a Specific Use Provision for a Warehouse Office/Showroom use for 5 to 10 years and 4) a concept plan for a Warehouse Office/Showroom use at this location.

ADDITIONAL INFORMATION

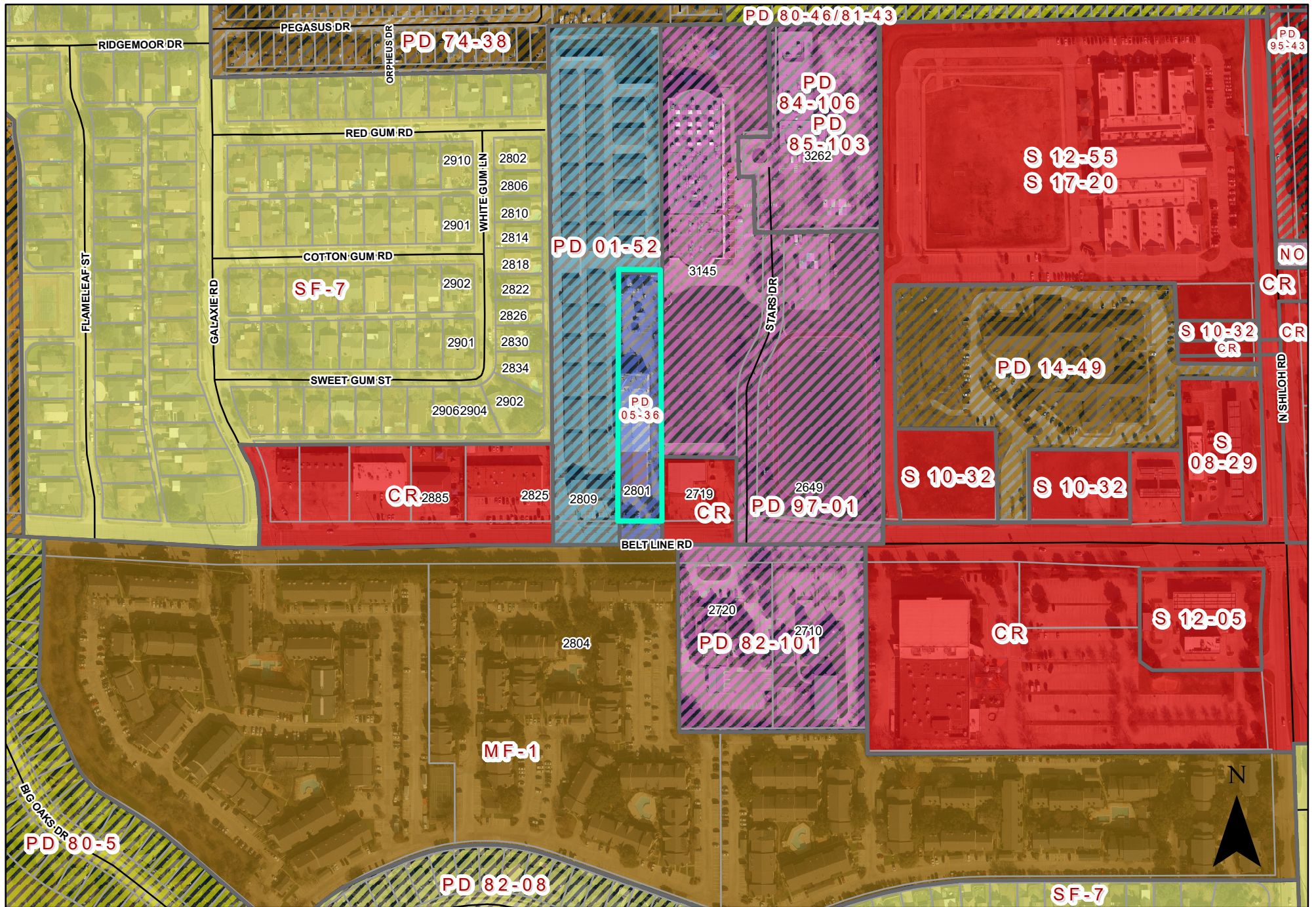
- i. Location Map
- ii. PD Conditions
- iii. Concept Plan
- iv. Site Photos
- v. Written Narrative

PREPARED BY:

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Planning & Development
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REVIEWED BY:

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



PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 25-37

- I. Statement of Purpose:** The purpose of this Planned Development (PD) amendment is to allow a Warehouse Office/Showroom Use by SUP and allow Community Retail uses by right.
- 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 Planned Development (PD) District PD 05-36 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. Specific Conditions:**
- A. Uses: All Community Retail District (CR) uses shall be permitted. A Warehouse Office/Showroom use shall be allowed with an SUP. The PD uses shall remain permitted as listed.
 - B. Interior Division: At least thirty (30) percent of the square footage of the building must be used for office space.
 - C. The existing building shall be maintained in its current footprint and orientation.
 - D. Future renovations shall comply with the Garland Development Code building design standards (Article 6) to the extent practicable for existing structures.
 - E. Existing landscaped areas along Belt Line Road shall be maintained and supplemented as necessary to meet minimum requirements of the Garland Development Code.
 - F. Parking shall be provided as existing on site. A minimum of 39 spaces shall be provided.
 - G. All showroom and office functions shall occur within the enclosed building. No outside storage or display shall be permitted.

EXHIBIT B

SPECIFIC USE PROVISION (SUP) CONDITIONS

ZONING FILE Z 25-37

2801 Belt Line Road

- I. Statement of Purpose:** The purpose of this SUP is to allow a Warehouse Office/Showroom use.
- II. Statement of Effect:** This SUP 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 05-36 set forth in Chapter 2 of the Garland Development Code 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. 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;

EXHIBIT B

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.

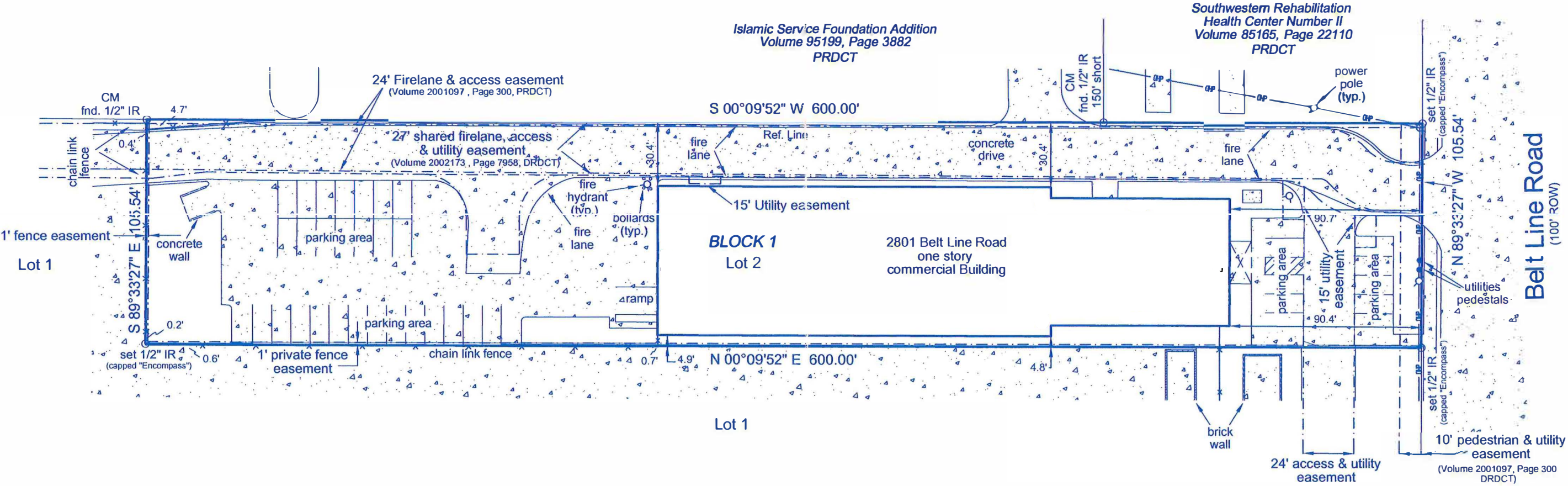
The termination of utilities on the premises for a period of 180 calendar days is prima facie evidence of abandonment and the owner shall have the burden to prove that the Land Use has not been abandoned.

V. Specific Conditions:

A. Time Limitation:

a. The Specific Use Provision shall have a 10-year time period.

Exhibit C



SITE DATA TABLE

	Lot 2
Lot Area	Approx. 63,162 SF
Total Building Area	Approx. 18,040 SF
Office/Showroom Area	Approx. 5,100 SF
Warehouse Area	Approx. 12,940 SF
Lot Coverage %	29%
Existing Zoning	PD-05-36
Proposed Zoning	PD-05-36 (Amendment)
Proposed Land Use	Warehouse Office/Showroom
Current Land Use	Vacant
Parking Provided	39 Spaces
Building Height	25 FT (MAX)

PD AMENDMENT SITE PLAN LOT 2, BLOCK 1 U-STOR/COLORFUL CARPET ADDITION GARLAND / DALLAS		
scale: 1"=50'	drawn: AP	58-200-10-1219
08/11/05	chkd: MC	rev no

Z 25-37



View of the subject site looking North from Belt Line Road.



View from the subject site entrance looking North up.



View from subject site entrance looking South across Belt Line Road.

Planned Development Amendment Narrative

Subject Property: 2801 Belt Line Road, Garland, Texas

Applicant Request: Amendment to PD-05-36 to allow Warehouse Office/Showroom Use

1. What is the existing use on the property?

The property at 2801 Belt Line Road is developed with a stand-alone commercial building that has historically supported industrial retail-oriented activity. The structure is currently vacant but remains suitable for adaptive reuse without substantial exterior changes.

2. What is the proposed land use? Provide detailed information on the scope of work.

The applicant seeks to amend PD-05-36 to allow the property to be occupied by Phoenix Architectural Hardware Group, operating as a Warehouse Office/Showroom use authorized by a Specific Use Permit (SUP) consistent with the Community Retail (CR) district.

- The front portion of the building will be dedicated to showroom display and office functions, including customer service, consultation, and administrative activities.
- The rear portion of the building will serve as enclosed warehouse space for inventory storage, supporting showroom operations and product distribution.
- No manufacturing or fabrication activities will occur on-site.
- Improvements are limited to interior modifications for office and showroom configuration, along with minor exterior upgrades such as signage and landscaping maintenance.

This request ensures that the building is reactivated for a productive use consistent with its design and location.

3. How does the proposed use align with surrounding properties?

The site is located along Belt Line Road, a major commercial corridor characterized by service-oriented and retail uses. The proposed use is compatible with surrounding development, representing a low-impact business that complements the corridor's mix of retail, service, and office tenants while reinvesting in a vacant structure.

4. Identify any unique development standards, and/or code deviations proposed with this request, cite the sections from the Garland Development Code and state why the deviation(s) are necessary.

No new construction is proposed. The project complies with the Garland Development Code; no variances or deviations are requested.

5. Provide SUP time period (if applicable), days of week and hours of operation.

The Specific Use Permit (SUP) for the Warehouse Office/Showroom use is requested for a period of ten (10) years from the date of approval. Proposed hours of operation: Monday – Friday, 8:00 a.m. to 5:00 p.m.

6. Provide proposed building size and building height.

The existing building is approximately 18,040SF, with a single-story profile and typical commercial building height of approximately 25 feet.

7. Are you proposing any retention/detention pond?

No retention or detention facilities are proposed. The project is limited to reuse of the existing building and site.

8. Is your property within a floodplain?

The subject property is not located within a FEMA-designated floodplain.

9. What are the required landscape buffers along the street frontages?

The site is subject to the Garland Development Code requirements for landscape buffers along Belt Line Road. Existing landscaping areas will be maintained and supplemented as needed to ensure compliance with applicable standards.

10. Are you providing any perimeter screening?

No new perimeter screening is proposed. The property is already adequately buffered by existing commercial uses along the corridor. There is no outside storage component that would trigger additional screening.

11. Provide number of dwelling units, dwelling size and number of bedrooms and density for any Multi-Family, Single-Family Detached, Single-Family Attached and Two-Family developments.

Not applicable. This request does not involve residential development.

12. What amenities are you proposing with your request?

No community amenities (parks, recreational facilities, etc.) are proposed as part of this request.

13. What types of attached, detached, freestanding signage are proposed?

Signage will be limited to wall-mounted signage on the existing building. Any proposed signage will comply with the Garland Development Code and will be reviewed through the City's normal sign permit process.

Closing Statement

This PD amendment and companion SUP request represent a collaborative approach consistent with the CR district framework. The proposal allows productive reuse of a vacant commercial property through a 10-year SUP term that ensures continued compatibility review while maintaining flexibility for future CR uses should the SUP lapse.

REPORT & MINUTES

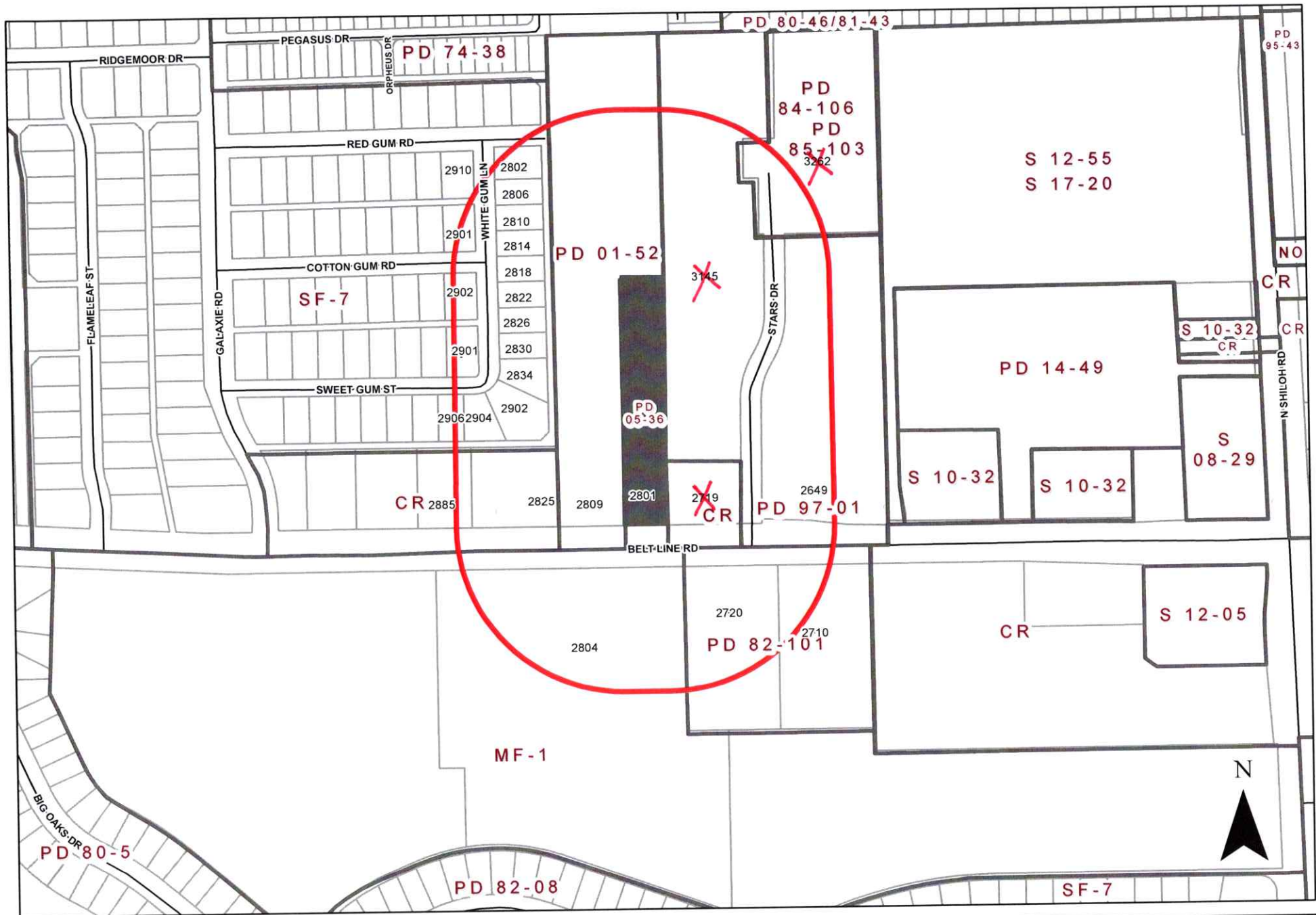
P.C. Meeting, November 10, 2025

2c. APPROVED Consideration of the application of **Mission Ridge Consultants**, requesting approval of 1) amendment to Planned Development (PD) District 05-36 to allow a Warehouse Office/Showroom Use by SUP, 2) allow Community Retail uses and other provisions, 3) a Specific Use Provision for a Warehouse Office/Showroom use and 4) a concept plan for a Warehouse Office/Showroom use at this location. The site is located at 2801 Belt Line Road. (District 7) (File Z 25-37)

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

The applicant, Skye Thibodeaux, P.O. Box 260203, Plano, TX 75026, provided an overview of the request and remained available for questions.

Motion was made by Commissioner Jenkins to **approve** the application as presented for a 10-year SUP and the additional condition that the office use space be 30%. Seconded by Commissioner Abell. **Motion carried: 8 Ayes, 0 Nays.**



0 300 Feet

1 inch = 300 feet

ZONING MAP Z 25-37

INDICATES AREA OF REQUEST

INDICATES NOTIFICATION AREA

2801 Belt Line Rd

Comment Form

Case Z 25-37

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐ In Favor / Đúng

☒ Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Islamic Services Foundation BHA
Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3145 Stars Dr.
Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland TX
City, State / Estado de la Ciudad / Thành bang

75044
Zip Code / Código postal / Mã Bưu Chính

JA 10-21-20
Signature / Firma / Chữ ký Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form

Case Z 25-37

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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IQI Learning LLC

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2719 Belt Line Rd.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland TX

City, State / Estado de la Ciudad / Thành bang

75044

Zip Code / Código postal / Mã B u Chính

[Signature]

Signature / Firma / Chữ ký

10-21-25

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form

Case Z 25-37

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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North American Islamic Trust

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3262 Medical Plaza #105

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland TX 75044

City, State / Estado de la Ciudad / Thành bang

75044

Zip Code / Código postal / Mã Bưu Chính

[Signature]

10-21-25

Signature / Firma / Chữ ký

Date / Fecha / Ngày

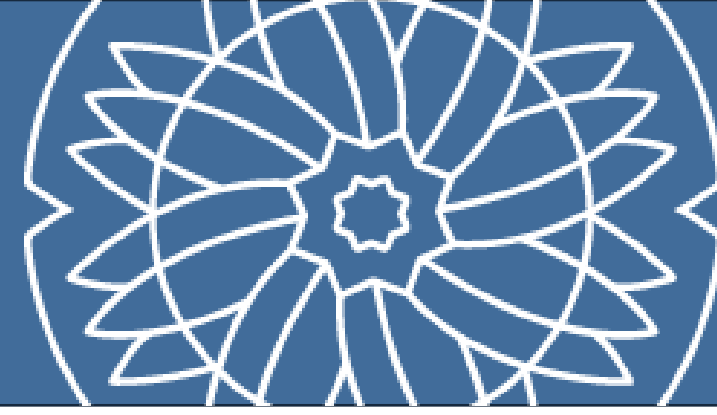
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GARLAND

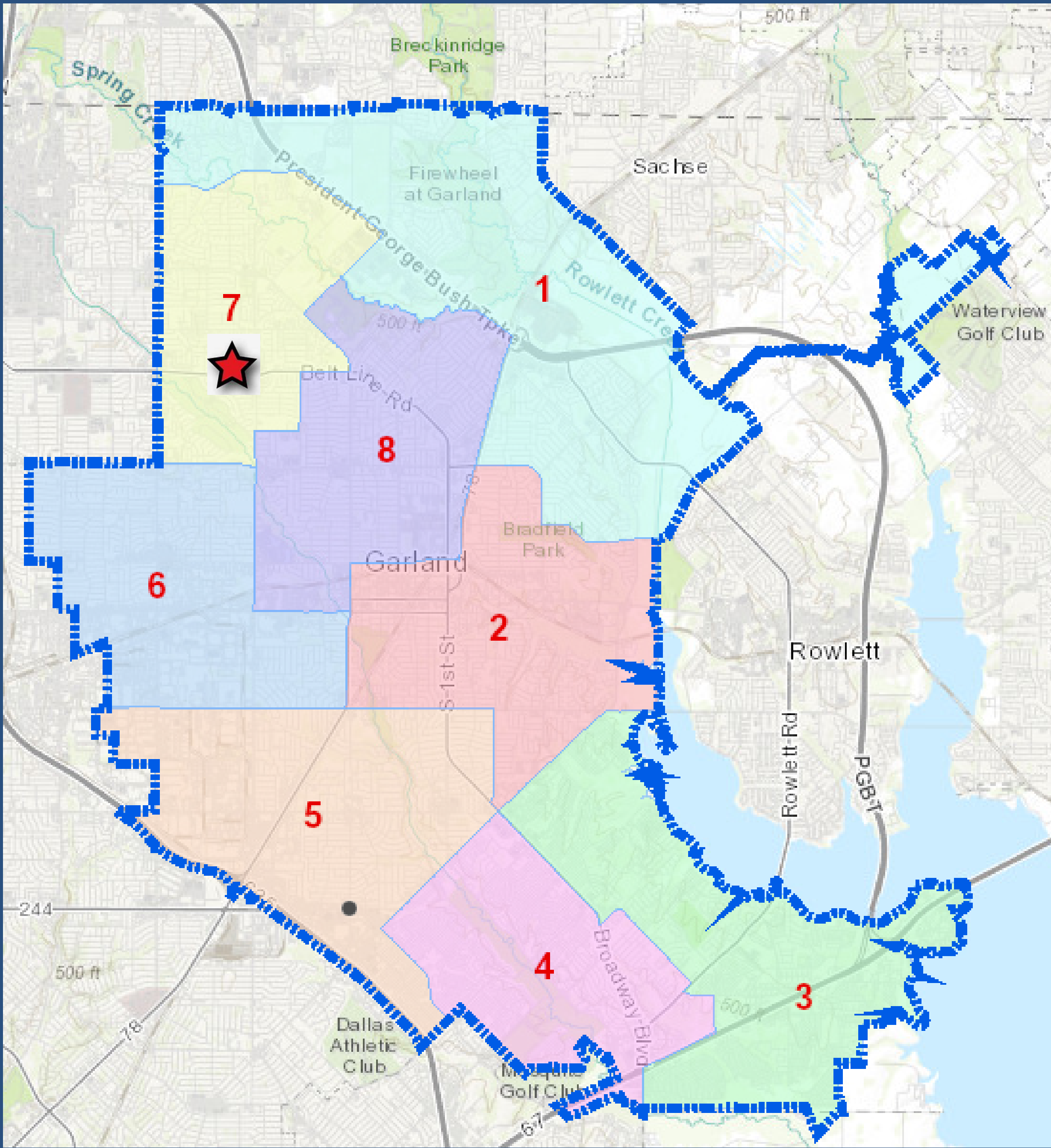
City Council Meeting

December 2, 2025



Request

The applicant requests a Planned Development Amendment to allow a **Warehouse Office/Showroom** by SUP, allow Community Retail uses and other provisions and approve the SUP for the **Warehouse Office/Showroom** on a property zoned Planned Development (PD) District 05-36 for limited Heavy Commercial district Uses.



Case Information

Location: 2801 Belt Line Road

Applicant: Mission Ridge Consultants

Owner: Shomette & Smith LLC

Acreage: 1.45-Acre

Zoning: Planned Development (PD) District 05-36.



Comprehensive Plan



Compact Neighborhoods

Description

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.

These areas provide transitions between traditional residential neighborhoods and higher density residential neighborhoods and non-residential developments. These areas accommodate uses such as convenience retail (goods and services), office space, and public services. The architectural character and scale of these areas are compatible with adjacent residential development.



Site Photos

2801 Belt Line Road



View of the subject site looking North from Belt Line Road.



View from the subject site entrance looking North up.

Site Photos

2801 Belt Line Road



View from subject site entrance looking South across Belt Line Road.

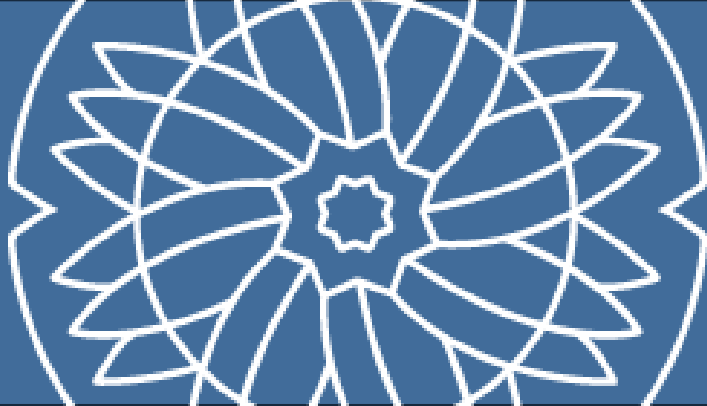
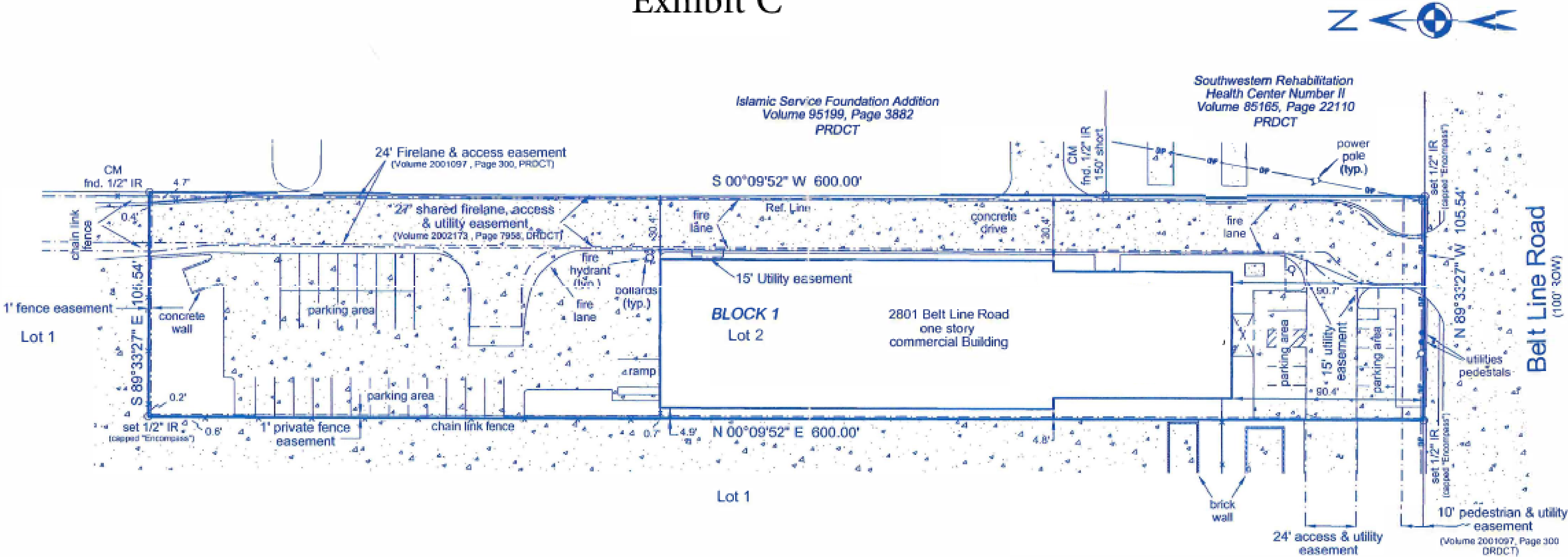


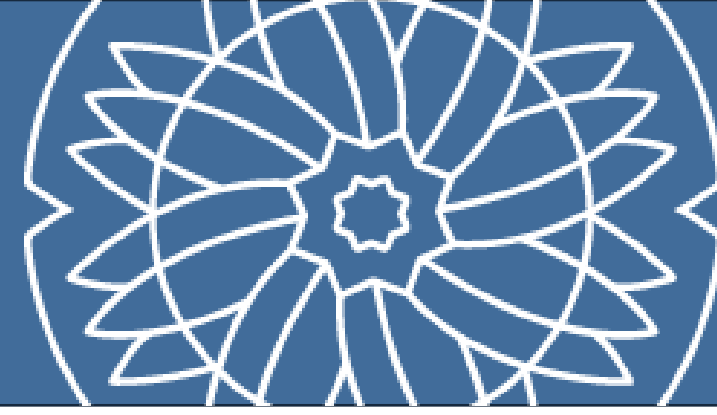
Exhibit C



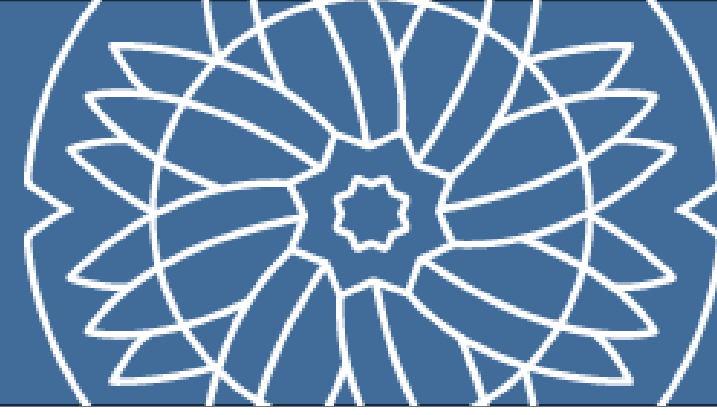
SITE DATA TABLE	
	Lot 2
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Warehouse Area	Approx. 12,940 SF
Lot Coverage %	29%
Existing Zoning	PD-05-36
Proposed Zoning	PD-05-36 (Amendment)
Proposed Land Use	Warehouse Office/Showroom
Current Land Use	Vacant
Parking Provided	39 Spaces
Building Height	25 FT (MAX)

PD AMENDMENT SITE PLAN
LOT 2, BLOCK 1
U-STOR/COLORFUL CARPET ADDITION
GARLAND / DALLAS

scale: 1"=50'	drawn: AP	58-200-10-1219
08/11/05	chkd: MC	rev no



- Applicant offering a minimum 30% interior space dedicate to Office use.
- No manufacturing is permitted (less intense than previous use)
- Existing building footprint, parking and landscaping to remain and maintained
- Future improvements to adhere to current GDC



Staff Recommendation: Approval (with 5-10 years for the SUP)

PC Recommendation: Approval (with 10 years for the SUP)



Response Letters

Thank You

Questions?



Planning Report

File No: Z 25-31/District 4

Agenda Item:

Meeting: City Council

Date: December 2, 2025

STRATEGIC FOCUS AREA

Growing economic base.

REQUEST

Hold a public hearing and consider approval of 1) a Specific Use Provision (SUP) for Car Wash, Automated/Rollover on property zoned Planned Development District 80-42 and 2) a Concept Plan for a Car Wash, Automated/Rollover Use.

PLAN COMMISSION RECOMMENDATION

On November 10th, 2025, with a seven (7) to one (1) vote, the Plan Commission recommended denial of a 30-year Specific Use Provision (SUP) for a Car Wash, Automated/Rollover on property zoned Planned Development District 80-42 and a Concept Plan for a Car Wash, Automated/Rollover Use.

LOCATION

6545 Duck Creek Drive

APPLICANT

Mark Stacy

OWNER

KPP Group

BACKGROUND

The subject property is currently a portion of a shopping center parking lot. The applicant wishes to take part of the parking lot and add an automated car wash. This will result in the removal of 32 parking spots, creating a final total of 212 spots for the shopping center. A total of 294 spots are required for the shopping center and 13 are required for the car wash. In response, the applicant is proposing to stripe and partially repave 69 new parking spots in the rear behind the shopping center. This will allow for a parking total of 261 on the shopping center site where 294 are required. This is an increase of 17 parking spots in aggregate for the site today. Many of these spots existed sometime in the past, but slowly faded and fell out of use with time. In addition, the applicant understands that if the SUP is approved, they will have to seek an alternative compliance, supported by a parking study created by a licensed traffic engineer, to allow this parking shortage.

SITE DATA

The subject site is a 0.43-acre tract of parking lot and drive aisle within a 6.63-acre shopping center that is proposed to be developed into a 2,700 SF automated car wash with eight vacuum bays. The site will be accessed from Duck Creek Drive, Robin Road, and a mutual access easement from the adjacent shopping center.

USE OF PROPERTY UNDER CURRENT ZONING

The site is zoned Planned Development (PD) District 80-42. This site's base zoning is 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 Community Retail (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 Community Retail (CR) District must be focused onto the major thoroughfare network. Development in a Community Retail (CR) District may not be designed in a manner that increases traffic through residential areas.

CONSIDERATIONS

Specific Use Provision

1. The SUP Time period guide recommends 25-30 years for the Car Wash Use. The applicant requests 30 years.
2. The use is not compatible with the intent of the Transit-Oriented Centers vision of the Envision Garland Plan as carwashes are rather transient in nature and do not contribute to encouraging walking, cycling, or public transit-use.

Site Development Standards

1. Section 4.29 of the GDC states that a site must comply with the screening and landscaping provisions of sections 4.34 (B) and 4.44 of the code if additional refuse storage containers are added to the site or there is a change in location of existing containers. If the applicant adds another refuse container, a 16-foot landscape buffer will be required along Duck Creek Drive, a 10-foot landscape buffer will be required along Robin Road, and any parking adjacent to a public street will be required to be screened with different landscaping options.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Transit-Oriented Centers for the subject site. Transit-oriented centers are areas of concentrated activity and increased density with maximum access to public transportation options. This type of center should be developed as mixed-use with live/work/play/shop opportunities. Transit-oriented development should be within ¼ to ½ mile of transit centers and/or rail stations and provide pedestrian and bicycle friendly access.

These areas provide moderate to high density development with close access to non-residential developments. These areas accommodate a unique character meant to satisfy the overall needs of the area and be accessible from the nearby transit center. A car wash does not meet the criteria of being a need for the surrounding area nor does it support transit-oriented development.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The property to the North and West is zoned Planned Development (PD) District 80-42 for Community Retail (CR) District Uses. This contains the shopping center that flanks the subject site to the North and West. The shopping center contains uses such as a gym, grocery store, office, furniture store, medical office, and more. The property across Robin Road to the East is zoned Planned Development (PD) District 20-41 for Community Retail (CR) District Uses. This site contains a stand-alone fast-food restaurant with a drive-through. The property across Duck Creek Drive to the South is zoned Community Retail (CR) District and contains a big box shopping center with an auto parts store. The property to the West is zoned Planned Development (PD) District 06-73 for Multi-Family-1 (MF-1) District Uses and contains an apartment complex. Finally, a SF-7 zoned single-family detached subdivision lies to the North of the shopping center.

No Automated/Rollover Car Wash use currently exists within a mile, but two self-service wand car washes are in the vicinity. One exists 350 feet to the northeast, and another exists 0.75-miles down Rowlett Road to the East. A more pedestrian-oriented and dense retail use would be better fitting for a transit-oriented center rather than an automated car wash use.

STAFF RECOMMENDATION

Staff recommends denial of a Car Wash, Automated/Rollover Use at this location. A car wash does not align with the Comprehensive plan for the subject site as redevelopment of the area is supposed to align with transit-oriented development. There is an opportunity for this site to develop as a high-quality transit-oriented use.

ADDITIONAL INFORMATION

- i. Concept Plan
- ii. Overall Site Plan
- iii. Location Map
- iv. Site Photos
- v. SUP Conditions
- vi. Written Narrative

PREPARED BY:

Matthew Wolverton
Planner II
Planning & Development
972-205-2454
mwolverton@garlandtx.gov

REVIEWED BY:

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



ISSUED FOR INTERIM REVIEW

THIS DOCUMENT IS NOT TO
BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES

GERALD A. WARD, AIA

DATE: SEPT 9, 2025

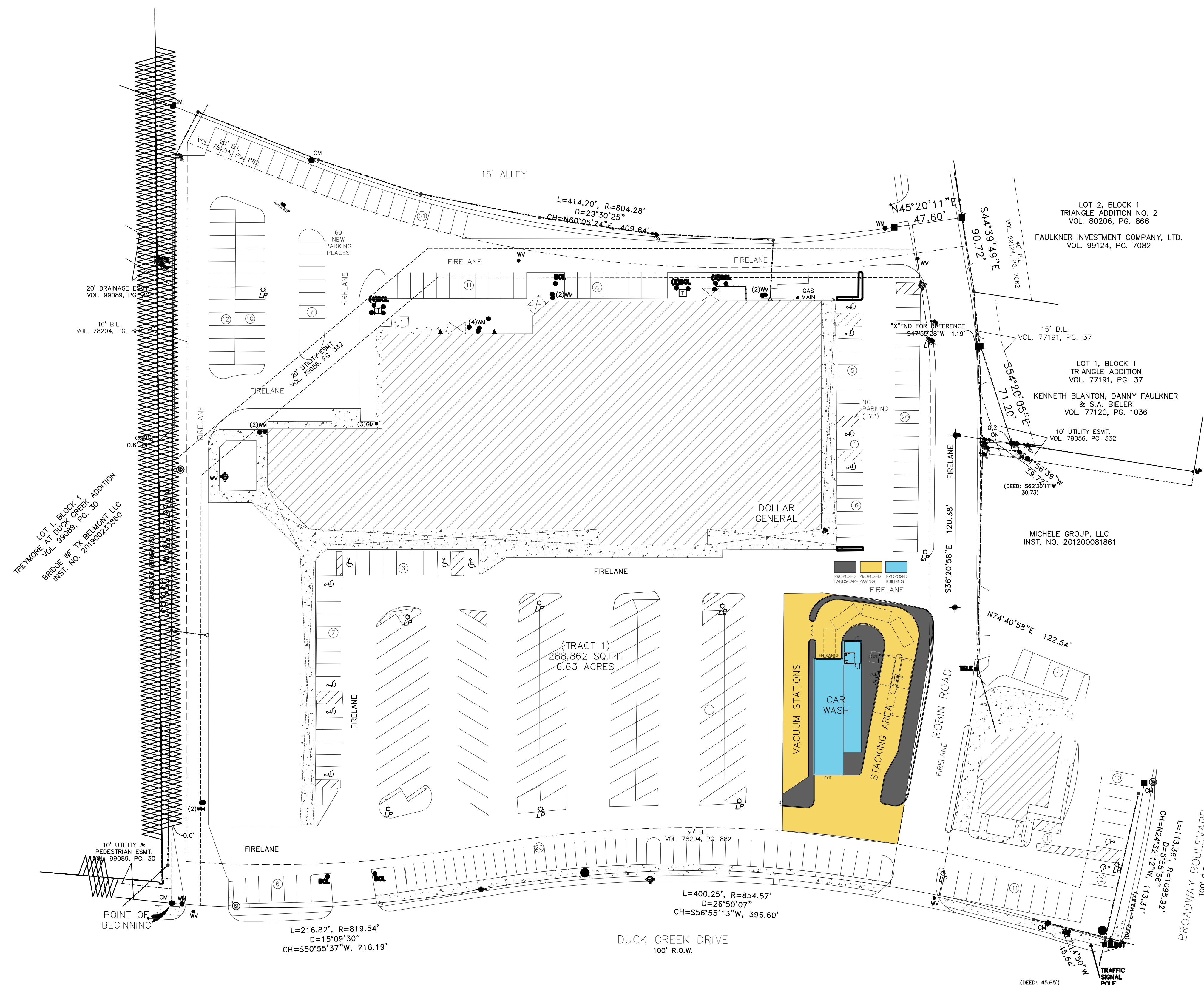
**DUCK CREEK
CAR WASH**
6545 DUCK CREEK DRIVE
GARLAND, TEXAS 75043

Issued:	SITE PLAN SUBMISSION
Sheet Title	

OVERALL SITE PLAN

A1.01

Sheet Number



01 OVERALL SITE PLAN
SCALE: 1" = 40'-0"



NORTH



WARD ARCHITECTURE PLLC
5004 THOMPSON TERRACE SUITE 107
COLLEYVILLE, TEXAS 76034
817-281-5600

ISSUED FOR INTERIM REVIEW

THIS DOCUMENT IS NOT TO
BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES.

GERALD A. WARD, AIA

DATE: SEPT 9, 2025

DUCK CREEK
CAR WASH
6545 DUCK CREEK DRIVE
GARLAND, TEXAS 75043

Drawn By	KC	
Checked By	GW	
Project No:	25-18	
Issue Date:	07/23/25	
Revisions		
No.	Date	Description

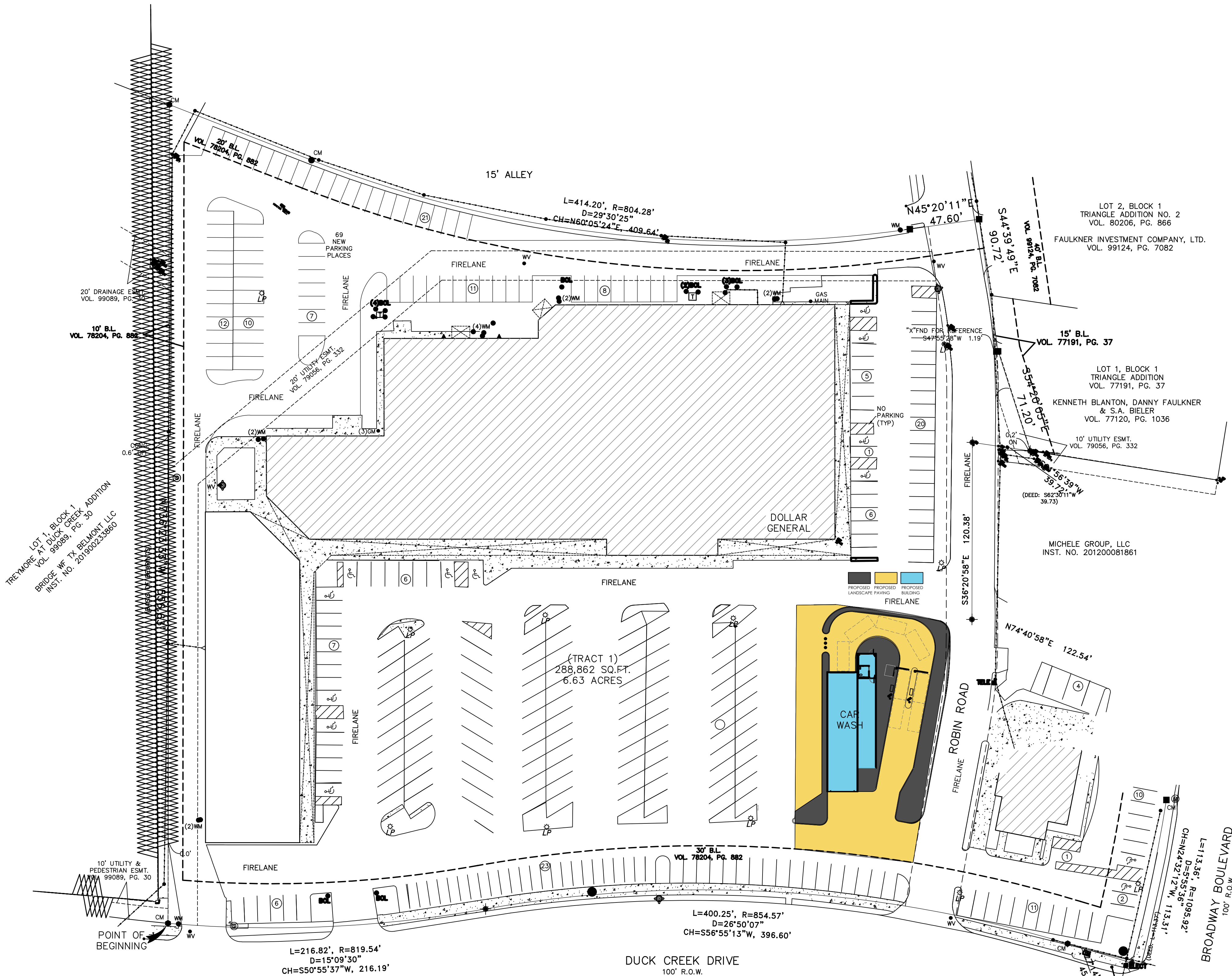
Issued: SITE PLAN
SUBMISSION

Sheet Title

OVERALL
SITE PLAN

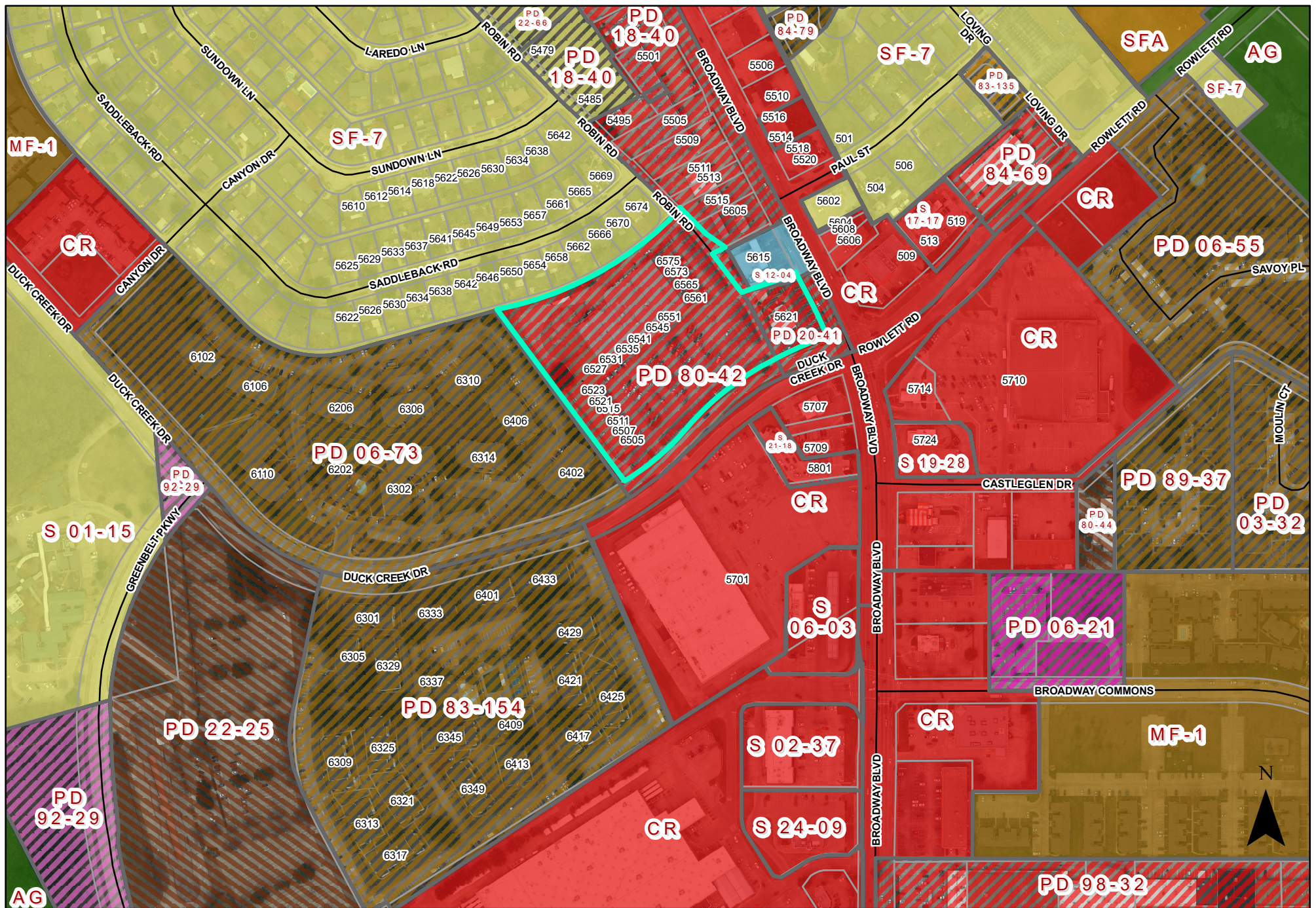
A1.01

Sheet Number



01 OVERALL SITE PLAN
SCALE: 1" = 40'-0"





0 330 Feet

1 inch = 330 feet

ZONING MAP Z 25-31



INDICATES AREA
OF REQUEST

6545 Duck Creek Dr



Facing West



Facing North



Facing South



Facing East

SPECIFIC USE PROVISION

ZONING FILE Z 25-31

6545 Duck Creek Drive

[Requested by the Applicant]

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Car Wash, Automated/Rollover 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 Planned Development (PD) District 80-42 and 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;

EXHIBIT B

E. Applying for, and receiving, a new Certificate of Occupancy for a use other than the Land Use; or

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

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

V. Specific Regulations:

Time Period: The Specific Use Provision shall have a 30-year time period.

SPECIAL USE PERMIT PUBLIC HEARING APPLICATION

Case # 250506-1 | 6545 Duck Creek Dr

WRITTEN NARRATIVE

FAMILY-OWNED, GROUND LEASE FOR CAR WASH AUTOMATED\ROLLOVER

6545 DUCK CREEK IS THE ADDRESS FOR PLANET FITNESS WHICH IS ONE OF THE ANCHOR TENANTS FOR THE SHOPPING DISTRICT WITHIN THE EXISTING PLANNED DEVELOPMENT. THE FAMILY-OWNED DEVELOPMENT CONSISTS OF A VARIETY OF VENUES RANGING FROM SMALL RETAIL TO PROFESSIONAL SERVICES AND EVEN A QUICK SERVE RESTAURANT. THE EXISTING SHOPPING DISTRICT IS FOCUSED PRIMARILY ON NEIGHBORHOOD SERVICES.

THE FAMILY IS PLANNING TO DEVELOP THE CAR WASH FACILITY WITHIN THE PARAMETERS OF A GROUND LEASE FOR THE CAR WASH. PENDING APPROVAL OF THE SPECIAL USE PERMIT, THE SURVEY AND GROUND LEASE WILL BE INITIATED. THE PROJECTED SITE WILL BE ENCAPSULATED BY THE EXISTING PARKING LOT AND AS DRAWN IS 18,680 SF.

OUR PROPOSED ADDITION IS FOR A CAR WASH FACILITY DESIGNED AND OPERATED TO ENHANCE THE RANGE OF NEIGHBORHOOD SERVICES WHICH ARE FOCUSED ON THE SURROUNDING AREA. WHILE MOST CAR WASHES TODAY ARE DESIGNED FOR MAXIMUM THROUGHPUT AND RELY ON A HIGH VOLUME OF WASHES, OUR FACILITY FOCUSES ON PROVIDING A QUALITY SERVICE WITHOUT THE NEED FOR HIGH VOLUME THROUGHPUT.

THE PROPOSED CONCEPT DOES NOT REQUIRE DEVIATION FROM EXISTING DESIGN STANDARDS FOR CAR WASHES IN GARLAND. BY DESIGN, THE PROPOSED CONCEPT MAINTAINS NOT ONLY THE EXISTING ON-SITE TRAFFIC PATTERNS BUT THE PDs INGRESS/EGRESS REMAIN UNCHANGED. ADDITIONALLY, THE WASH EQUIPMENT CHOSEN FOR THE PROJECT ARE AMONG THE MOST EFFICIENT AVAILABLE. FOR INSTANCE, THE FACILITY WILL REQUIRE BETWEEN 400 TO 600 AMPS OF SERVICE RATHER THAN THE 1000-1200 AMPS TYPICALLY REQUIRED. EVEN THOUGH THE EQUIPMENT WILL RECLAIM 60-65% OF THE DOMESTIC WATER INPUT, A 2" WATER TAP AND METER WILL BE REQUIRED. WE PLAN ON TAPPING THE SANITARY SEWER DISCHARGE TO THE EXISTING PRIVATE SYSTEM PENDING FINAL ENGINEERING.

THE PROPOSED DESIGN CONSISTS OF APPX. 2700 TOTAL SQUARE FEET. THE TUNNEL AND EQUIPMENT ROOM (GARAGE SPACE) ARE 1081 AND 763 SF RESPECTIVELY. THE GARAGE SPACE ROOF IS A RADIAL DESIGN WHICH TOPS OUT AT 20'. THE OCCUPIED CONDITIONED SPACE IS A SMALL "OFFICE" AREA WITH AN ACCESSIBLE RESTROOM AND HALLWAY TO ACCESS THE EQUIPMENT ROOM AND TUNNEL. THIS CONDIONED SPACE WILL BE TOPPED OFF WITH A FLAT ROOF WITH AN ELEVATION OF 30'.

THE ADDITION OF STORMWATER DETENTION/RETENTION IS NOT CONSIDERED. THE PROPOSED CAR WASH WILL REDUCE THE IMPERVIOUS AREA WITHIN THE PD AND REDUCE THE STORMATER RUNOFF. THE PD IS NOT LOCATED WITHIN A FLOODPLAIN.

THE PROPOSED FACILITY WILL INCLUDE AN ATTACHED ID SIGN TO BE LOCATED ON THE "TOWER". ANY ADDITIONAL SIGNAGE WILL BE INFORMATIONAL IN NATURE AND FALL WITHIN THE GUIDELINE OF THE CITY OF GARLAND.

THE ADDITION OF QUALITY CAR WASH FACILITY PROVIDES:

- AN ESSENTIAL NEIGHBORHOOD SERVICE
- MINIMAL IMPACT ON THE ON THE DISTRICT AND THE EXISTING INFRASTRUCTURE
- PROVIDES ADDITIONAL TAX REVENUE FROM THE GROUND LEASE IMPROVEMENTS
- IS IN ACCORDANCE WITH THE CITY'S OVERVIEW REGARDING NEW AUTOMOBILE SERVICES

REPORT & MINUTES

P.C. Meeting, November 10, 2025

2a. DENIED Consideration of the application of **Mark Stacy**, requesting approval of 1) a Specific Use Provision (SUP) for Car Wash, Automated/Rollover on property zoned Planned Development District 80-42 and 2) a Concept Plan for a Car Wash, Automated/Rollover Use. The site is located at 6545 Duck Creek Drive. (District 4) (File Z 25-31)

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

The applicants, Mark Stacy, 412 S. Jefferson Street, Pilot Point, Texas 76258 and Bailey, 1011 Prairie Ridge Lane, Arlington, TX provided an overview of the request and remained available for questions.

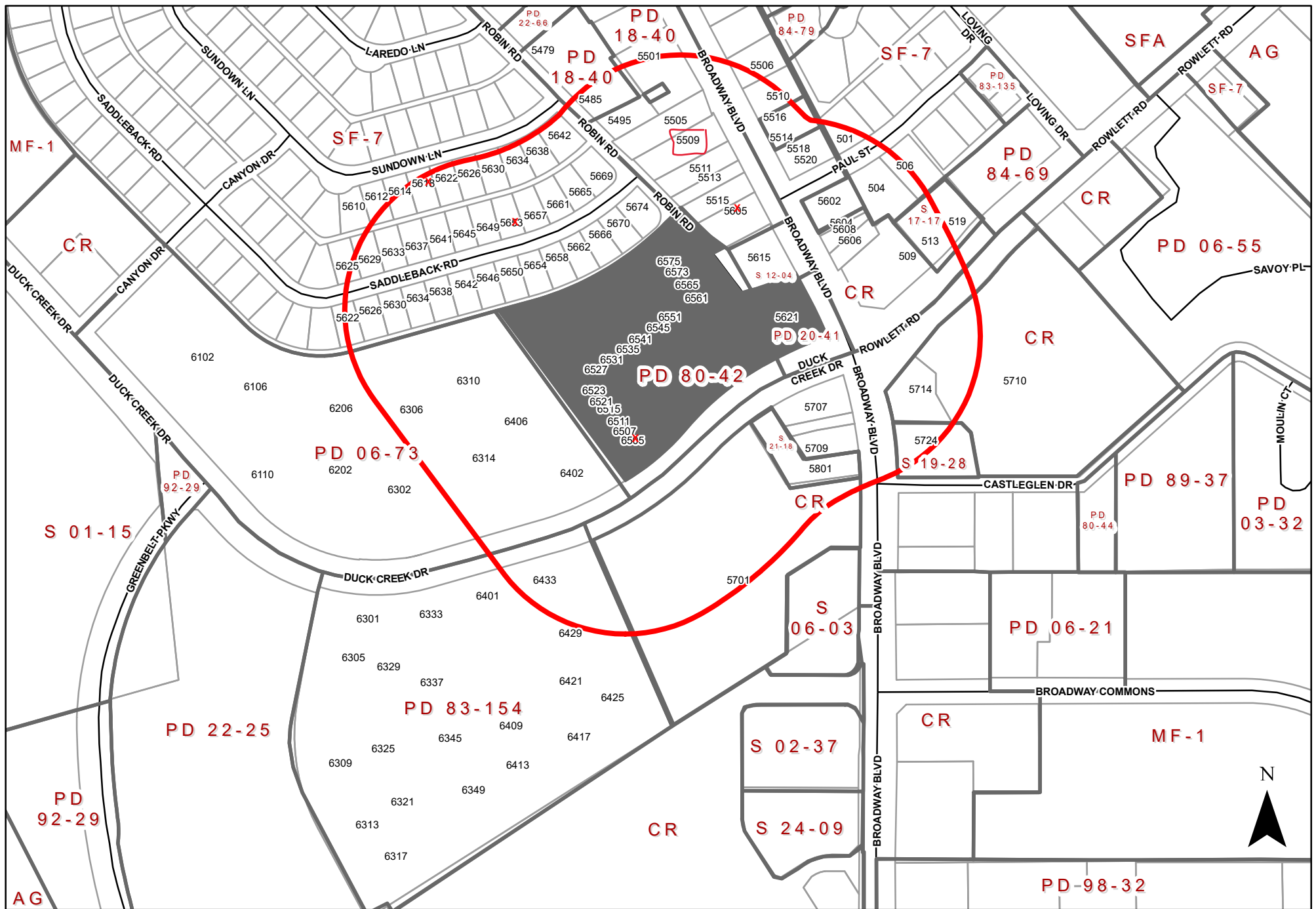
Resident speaking in opposition of the request:

Danny Faulkner, 710 Miller Heights, Rowlett, TX 75088

The resident speaking in opposition expressed concerns over having a tunnel car wash in the parking lot of a shopping center.

Motion was made by Commissioner Cornelius to close the public hearing. Seconded by Commissioner Jenkins. **Motion carried: 8 Ayes, 0 Nays.**

Motion was made by Commissioner Cornelius to **deny** the application as presented. Seconded by Commissioner Paris. **Motion carried: 7 Ayes, 1 Nay** with Commissioner Abell in opposition.



0 330 Feet

1 inch = 330 feet

ZONING MAP Z 25-31

INDICATES AREA OF REQUEST INDICATES NOTIFICATION AREA

6545 Duck Creek Dr

Comment Form

Case Z 25-31

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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DANNY FAULKNER

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

~~5110 Rilla Heights~~ 5605 Broadway

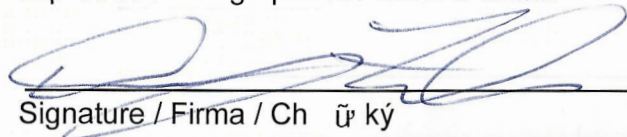
Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính



Signature / Firma / Ch ữ ký

10/31/25

Date / Fecha / Ngày

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214-801-5995

Comment Form Continued – Case Z 25-31

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

I had QT that wanted to gut A tunnel wash
to replace my self serve car wash AND
the staff AND councilman for the area SAID
NO MORE CAR WASHES. Even though this WAS
just replacing AN old one with A new one..
so I don't think this would be AT ALL fair if
you approve A new one after turning me
down. ~~Also~~ Also why would you want to
put A car wash this close to my existing
car wash?

From: Mana Adhikaree
To: Planning Group
Subject: Case Z 25-31
Date: Tuesday, November 4, 2025 7:53:12 PM

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SUMAN K ADHIKARI

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

5509 BROADWAY BLVD #B

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND TX 75043

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

Signature / Firma / Chữ ký

Date / Fecha / Ngày

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Comment Form

Case Z 25-31

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For / A Favor / Đúng

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Milton + Wanda Mize

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

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5618 Sundown Ln

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Garland, TX

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

Milton + Wanda Mize

Signature / Firma / Chữ ký

Date / Fecha / Ngày

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Comment Form Continued – Case Z 25-31

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

We already have a car wash in this area. We have homeless people all over in this area and unfortunately Garland doesn't have the funds to hire more police officers and this area is not protected enough. We don't want all the business to be torn down and people lose their jobs.

It will ~~not~~ cause more homeless people to be hanging around this area which is not what we want or need. There is enough stuff going in this area, and we definitely don't need or want anything else in the

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To: [Planning Group](#)
Subject: Case Z 25-31
Date: Friday, November 7, 2025 8:16:55 AM

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SONIA OGLE / PROPERTY OWNER

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

5653 SADDLEBACK RD

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GARLAND TX 75043

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

Sonia Ogle

Signature / Firma / Chữ ký

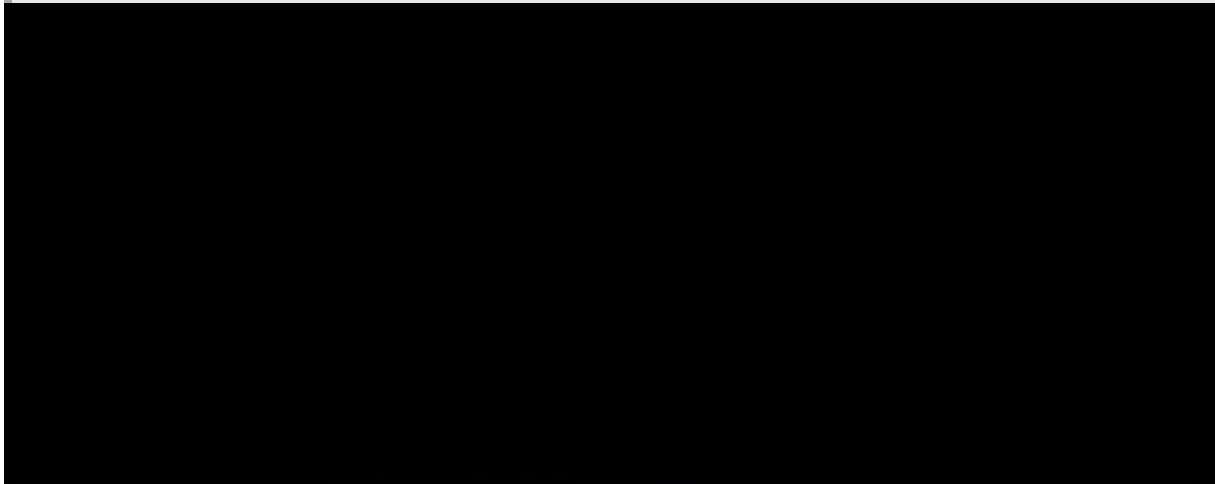
10/31/2025

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From: [Sukriti Adhikari](#)
To: [Planning Group](#)
Subject: Case Z 25-31
Date: Thursday, November 6, 2025 8:22:42 PM
Attachments: [IMG_9229.png](#)

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Nabin J. Adhikari

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

6505 Duck Creek Dr. Ga

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Garland TX, 75043

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

11-06-2025

11-06-2025

Nabin J. Hamkare
Signature / Firma / Chữ ký

11-06-2023
Date / Fecha / Ngày

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Zoning Response Cases

Case Number

Z 25-31

Z 25-31 Mark Stacy. The applicant requests a Specific Use Provision for Automated/Rollover Use. The site is located at 6545 Duck Creek Drive, zoned Planned Development (PD) District 80-42 for Community Retail (District 4)

<null>

Lindsey
Fiegelman

11/3/2025 4:15:24 PM

AGAINST

1330 Surrey Ct
Garland
Texas
United States
75043

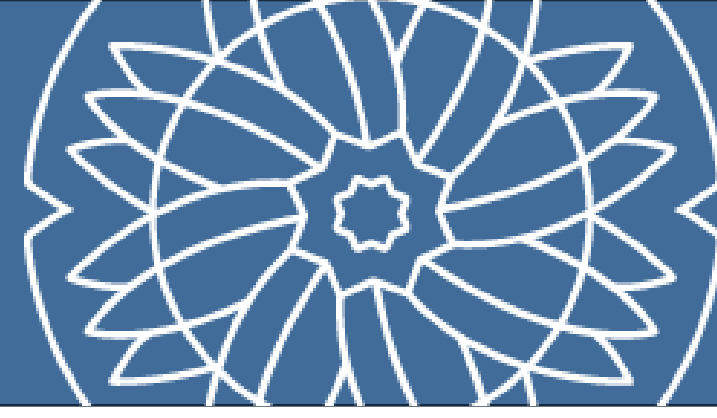
OUTSIDE OF THE NOTIFICATION
AREA



GARLAND

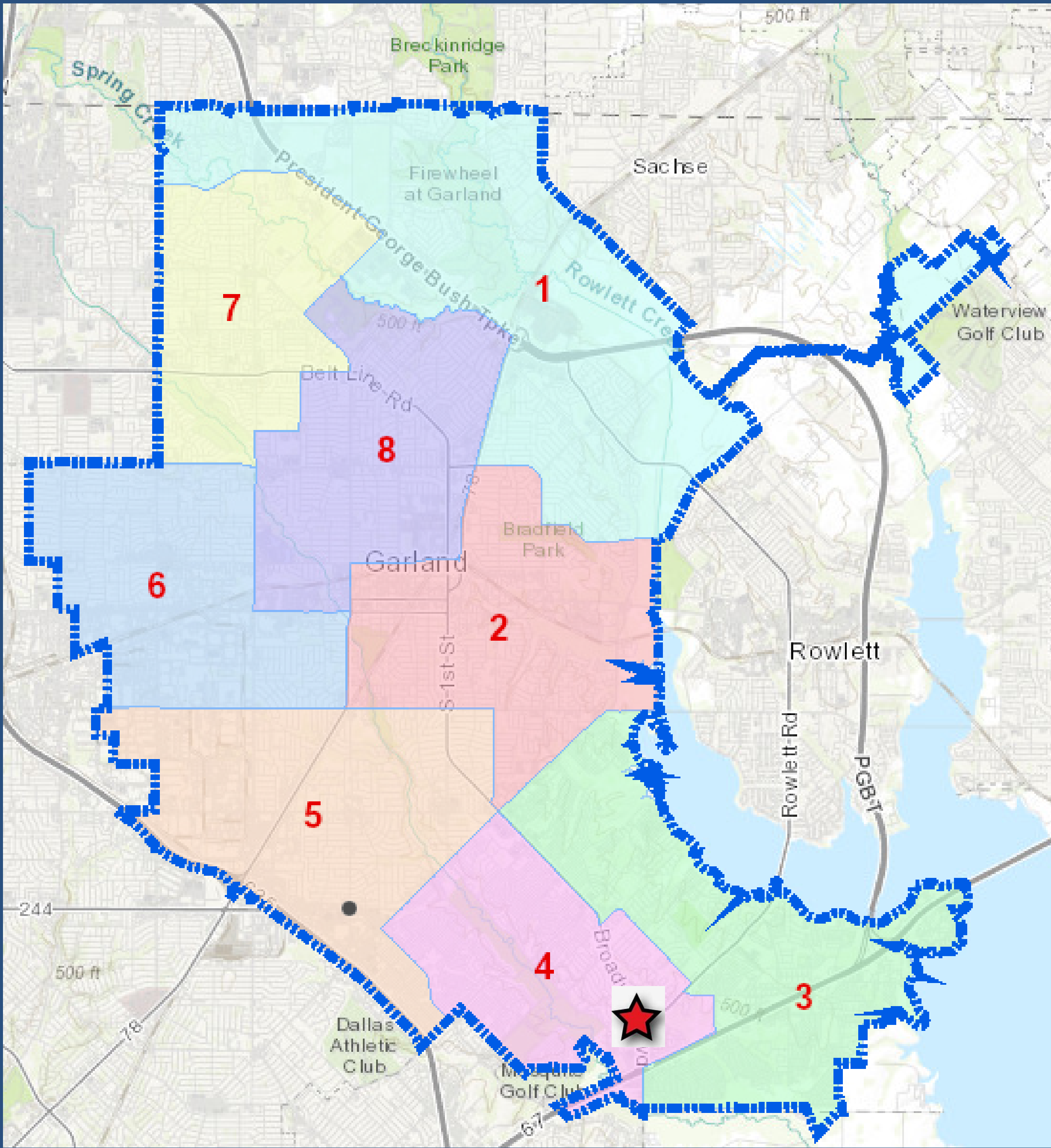
City Council Meeting

December 2, 2025



Request

The applicant requests a Specific Use Provision for a Car Wash, Automated/Rollover use on property zoned Community Retail District (CR).



Case Information

Location: 6545 Duck Creek Drive

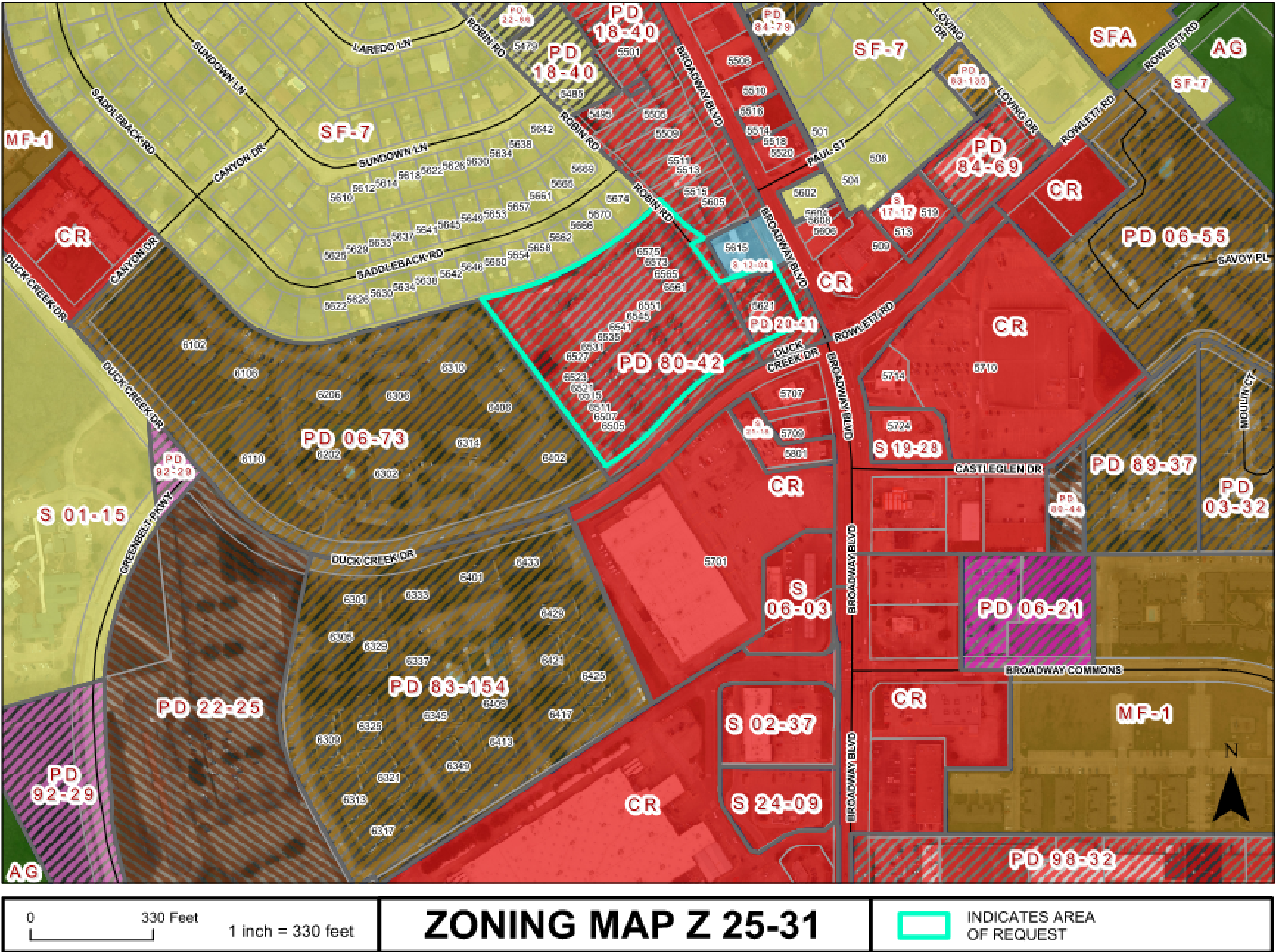
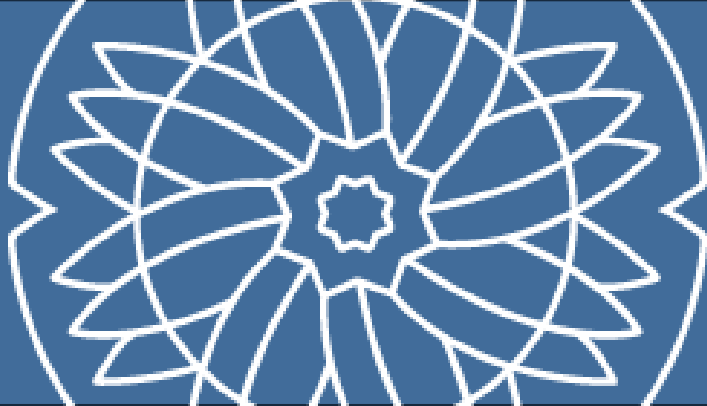
Applicant: Mark Stacy

Owner: KPP Group

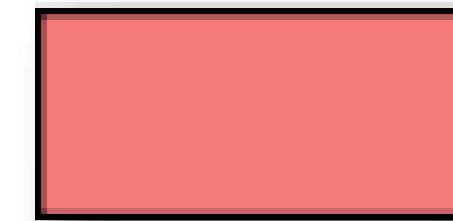
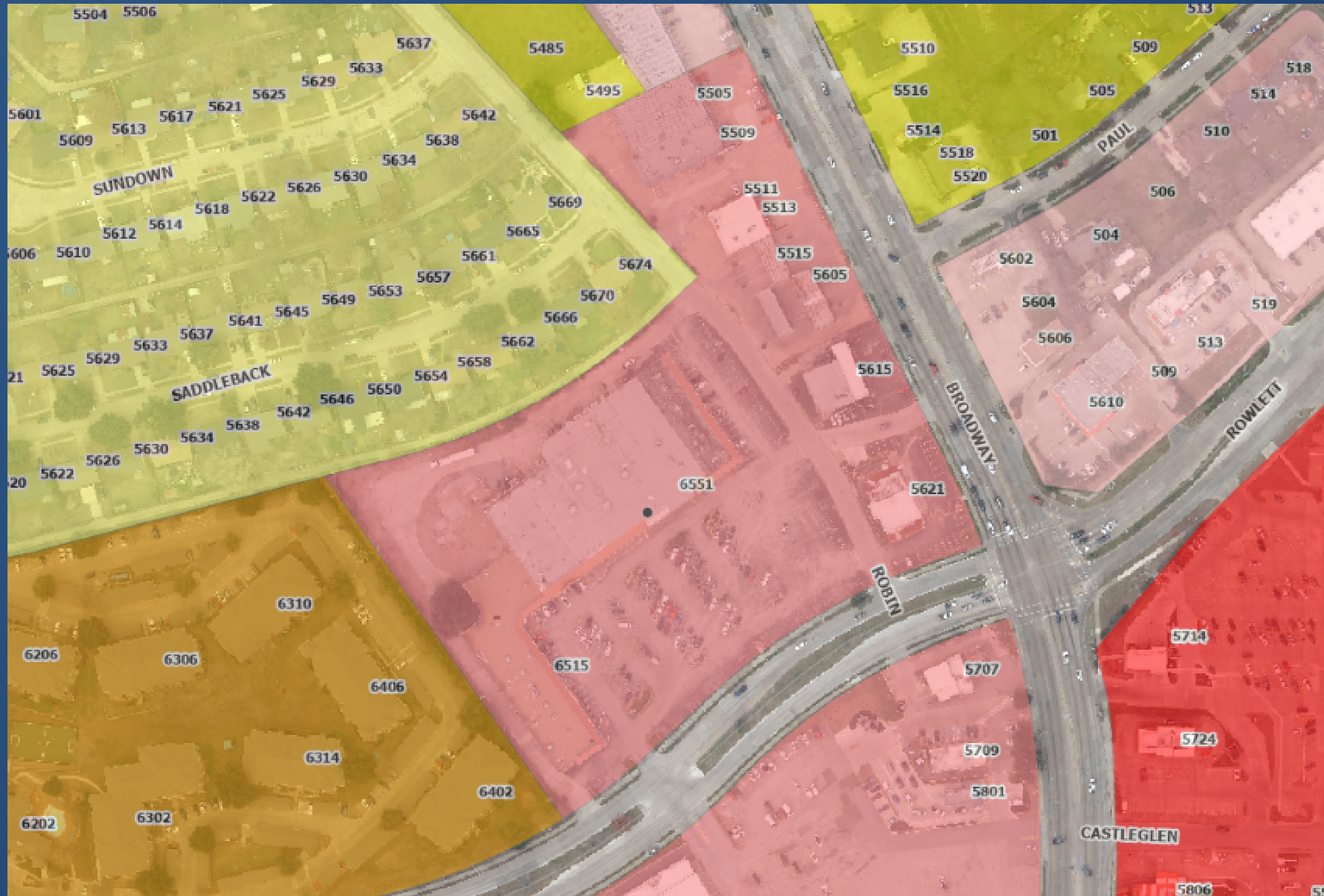
Acreage: 0.43-Acre

Zoning: Planned Development (PD) District 80-42

Location Map



Comprehensive Plan



Transit-Oriented Centers

Description

Transit-oriented centers are areas of concentrated activity and increased density with maximum access to public transportation options. This type of center should be developed as mixed-use with live/work/play/shop opportunities.

Transit-oriented development should be within $\frac{1}{4}$ to $\frac{1}{2}$ mile of transit centers and/or rail stations and provide pedestrian and bicycle friendly access.

Site Photos

6545 Duck Creek Drive



View from subject site facing West



View from subject site facing North

Site Photos

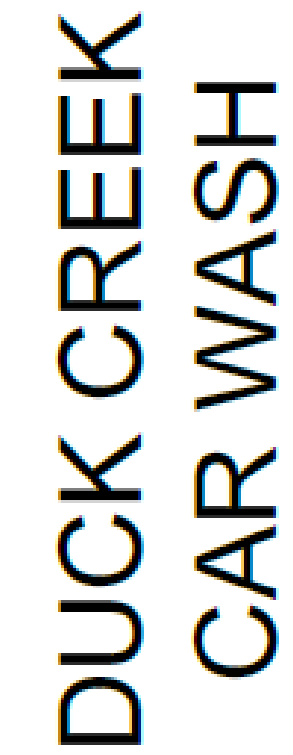
6545 Duck Creek Drive

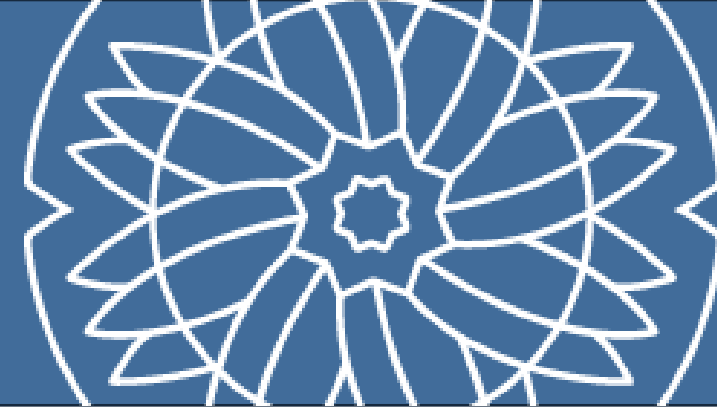


View from subject site facing South



View from subject site facing East





Staff Recommendation: Denial

PC Recommendation: Denial



Response Letters

Thank You

Questions?



Planning Report

File No: Z 25-35/District 4

Agenda Item:

Meeting: City Council

Date: December 2, 2025



GARLAND

TEXAS MADE HERE

REQUEST

Hold a public hearing and consider approval of 1) an amendment and expansion to Planned Development (PD) District 18-20 to allow a Dwelling, Single-Family Detached development and 2) a Concept Plan for a Dwelling, Single-Family Detached Use.

PLAN COMMISSION RECOMMENDATION

On November 10th, 2025, with an eight (8) to zero (0) vote, the Plan Commission recommended approval of 1) an amendment and expansion to Planned Development (PD) District 18-20 to allow a Dwelling, Single-Family Detached development and 2) a Concept Plan for a Dwelling, Single-Family Detached Use with the condition that the applicant refine the design elements request with staff; in particular the garage doors and front entry porch standards, with the other three elements to be selected from the PD.

LOCATION

2906 Bobtown Road, 5401 and 5417 Rosehill Road

APPLICANT

ZoneDev

OWNER

Archworx Holdings, LLC/Garland Foundation for Development, Inc.

BACKGROUND

The subject property is currently a piece of vacant land containing trees and open grassland. The applicant wishes to construct a 54-lot single-family detached development containing a pocket park and detention pond. The applicant is also seeking several deviations from the Planned Development (PD) District 18-20 and the Garland Development Code (GDC) to better accommodate the smaller lots as well as deal with current site conditions limiting development. The Planned Development has no minimum lot sizes.

SITE DATA

The subject site is a 7.098-acre tract of vacant land that is proposed to be a 54-lot single-family detached neighborhood containing a pocket park and detention pond. The site will be accessed from Bobtown Road and Thackery Road.

USE OF PROPERTY UNDER CURRENT ZONING

The site is zoned Planned Development (PD) District 18-20 for Mixed Uses and Community Retail and is currently located in subdistricts 2 and 3 of the PD. The site is currently undeveloped.

Sub-District Two (2) has a mix of permitted land uses that are intended to focus on a mixture of residential and low-intensity commercial, mimicking the Neighborhood Office (NO) District of the Garland Development Code (GDC), in a pedestrian-friendly environment. This sub-district shall serve as a transitional area into the lower density Single-Family areas and provide a buffer from higher density areas, municipal utility facilities, as well as freeway frontage. The core area of this district shall serve those living in

the community and giving them a more walkable community with access to the nearby commercial uses within the larger Planned Development.

CONSIDERATIONS

1. *Setbacks:* The applicant proposes a variable minimum setback between one (1) and five (5) feet. Per the Planned Development (PD) District 18-20, a minimum five (5) foot setback is required. In other areas of the city, zero lot developments exist where one side has a zero (0) foot setback and the other side has a ten (10) foot setback. The applicant wishes to provide more square footage on the smaller lot. Building Inspection and Fire Departments have reviewed this provision and does not have a safety concern.

2. *Building Design:* The applicant proposes five design elements: 1.) In the event an enhanced garage door is selected as one of the design elements required by PD 18-20, the garage door shall include design elements to give the appearance of a carriage door, **and** a garage door of enhanced aesthetic. Design elements of the garage may include, but may not be limited to, hardware, windows, fixtures, or other design elements or treatments to enhance the appearance of the garage door; 2.) In the event a covered porch is selected as one of the design elements required by PD 18-20 the following improvements are required: the covered porch shall be provided on a minimum of 15% of the total length of the front façade and the covered porch shall be provided on a minimum of 15% of the total length of the front façade. The other two design elements would be selected from the PD list.

3. *Garage Doors:* The applicant proposes a minimum off-set of six inches for the garage door from the remainder of the front façade. Section 2.34 (E) (2) of the GDC states that garages should be offset at a minimum of five (5) feet from the remainder of the street-facing façade. The reduction of the offset will allow for a larger footprint of the home.

4. *Perimeter Landscaping:* The applicant proposes a three (3) foot landscape strip for ornamental grasses and shrubs on the street-side of the required six (6) foot tall masonry wall along Rosehill Road. Section 4.40 (A) (1) (a) of the GDC requires that a minimum six-foot tall masonry wall be placed within a eight-foot-wide landscape buffer, having large canopy trees be placed every 50 feet at minimum. There is an existing 20 feet water line easement for North Texas Municipal Water District (NTMWD) where the landscape buffer is required. NTMWD prohibits trees from being planted in this easement. The only landscaping allowed in the easement is ornamental grasses and shrubs. The applicant intends to match or exceed the neighboring development's landscaping across Rosehill Road.

5. *Site Landscaping:* The applicant proposes one large canopy tree shall be required on each single-family detached lot. Section 4.37 (A) (1) requires two large canopy trees on each single-family detached lot, with at least one being located in the front yard. The applicant proposes this deviation due to the smaller lot size with the possibility that future homeowners could plant an additional tree if they wish.

6. *Roof Pitch:* The applicant proposes a roof pitch of 6:12. Planned Development (PD) District 18-20 states that the roof pitch shall be proposed by the applicant in the development application.

7. *Concrete Sidewalk and Path:* The applicant proposes a six-foot wide concrete sidewalk in the 20-foot-wide electric easement between Rosehill Road and the future residential street. This is to give homeowners better access to the surrounding neighborhood, trails, and outdoor space.

8. *Open Space Amenity:* The applicant proposes a minimum 5,500 square foot open space in their development. This acts as a pocket park in order to provide the community with an amenity and community gathering space.

9. *Sub-district delineation:* The applicant proposes to incorporate a small sliver of sub-district 3 and a tract of land zoned Community Retail (CR) District into sub-district 2 where the vast majority of the site is located. The tract zoned Community Retail (CR) District is located at the northwestern boundary of Planned Development (PD) District 18-20 and the sliver of sub-district 3 is located between Thackery Road, the sub-station, The Parks at Rosehill subdivision, and Rosehill Road. Having all of the land within one sub-district keeps things consistent and makes development far more efficient.

The following table summarizes the deviations:

Development Standard	Required	Proposed
Subdistricts within Planned Development (PD) District 18-20	Developments shall be confined to one sub-district.	A small part of sub-district 3 and a tract of land zoned Community Retail (CR) District shall be incorporated into sub-district 2 with the bulk of the development.
Side Yard Setbacks	A minimum five (5) foot side yard setback.	A variable side yard setback between one (1) and five (5) feet.
Building Design	A minimum five (5) design elements shall be picked from the 14 provided in Planned Development (PD) District 18-20.	1.) In the event an enhanced garage door is selected as one of the design elements required by PD 18-20, the garage door shall include design elements to give the appearance of a carriage door, and a garage door of enhanced aesthetic. Design elements of the garage may include, but may not be limited to, hardware, windows, fixtures, or other design elements or treatments to enhance the appearance of the garage door; 2.) In the event a covered porch is selected as one of the design elements required by PD 18-20 the following improvements are required: the covered porch shall be provided on a minimum of 15% of the total length of the front façade and the covered porch shall be provided on a minimum of 15% of the total length of the front façade; A minimum of three (3) other design elements from the PD.
Garage Door Offset	The garage door must be offset five (5) feet from the remainder of the street-facing façade.	A minimum six inch offset from the garage to the remainder of the front façade.

Development Standard	Required	Proposed
Perimeter Landscaping	8-foot landscape buffer containing a 6-foot-tall masonry wall along Rosehill Road and Bobtown Road.	A 3-foot landscape buffer on the street side of the 6-foot-tall masonry wall along Rosehill Road.
Site Landscaping	All residential lots shall have at least two (2) large canopy trees with at least one (1) being in the front yard of the lot.	One large canopy tree will be provided on each residential lot.
Roof Pitch	Set by the applicant in the development application	6:12 roof pitch.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Urban Neighborhoods for the subject site. Urban neighborhoods are higher density residential developments. This residential option may utilize vertical mixed-use integrated into the surrounding area, reflecting the area's dominant character or, when desired, promoting a new character.

This type of development should encourage access to a range of mobility options and is generally located in the vicinity of major intersections and/or secondary arterial streets, with proximity to significant bus or rail amenities. The proposed development is in-line with the sub-district of the Planned Development which guides higher density and mixed-use development for the area.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the north across Bobtown Road are zoned Single-Family-7 (SF-7) District and contain a neighborhood of single-family detached houses. The properties to the west are zoned Community Retail (CR) District and S 12-52 for a substation, containing vacant land and a substation. The properties to the east are zoned Planned Development (PD) District 18-20 and contain a single-family attached neighborhood across Rosehill Road. Finally, the property to the south across Thackery Road is also zoned Planned Development (PD) District 18-20 and is currently undeveloped.

The proposed use is compatible with the surrounding area.

STAFF RECOMMENDATION

Staff recommends approval of a Dwelling, Single-Family Detached Use at this location. The proposed use and development does align with the comprehensive plan as well as the development pattern and current zoning for the area. The applicant has worked with staff to refine the provided design elements for the porch and garage.

ADDITIONAL INFORMATION

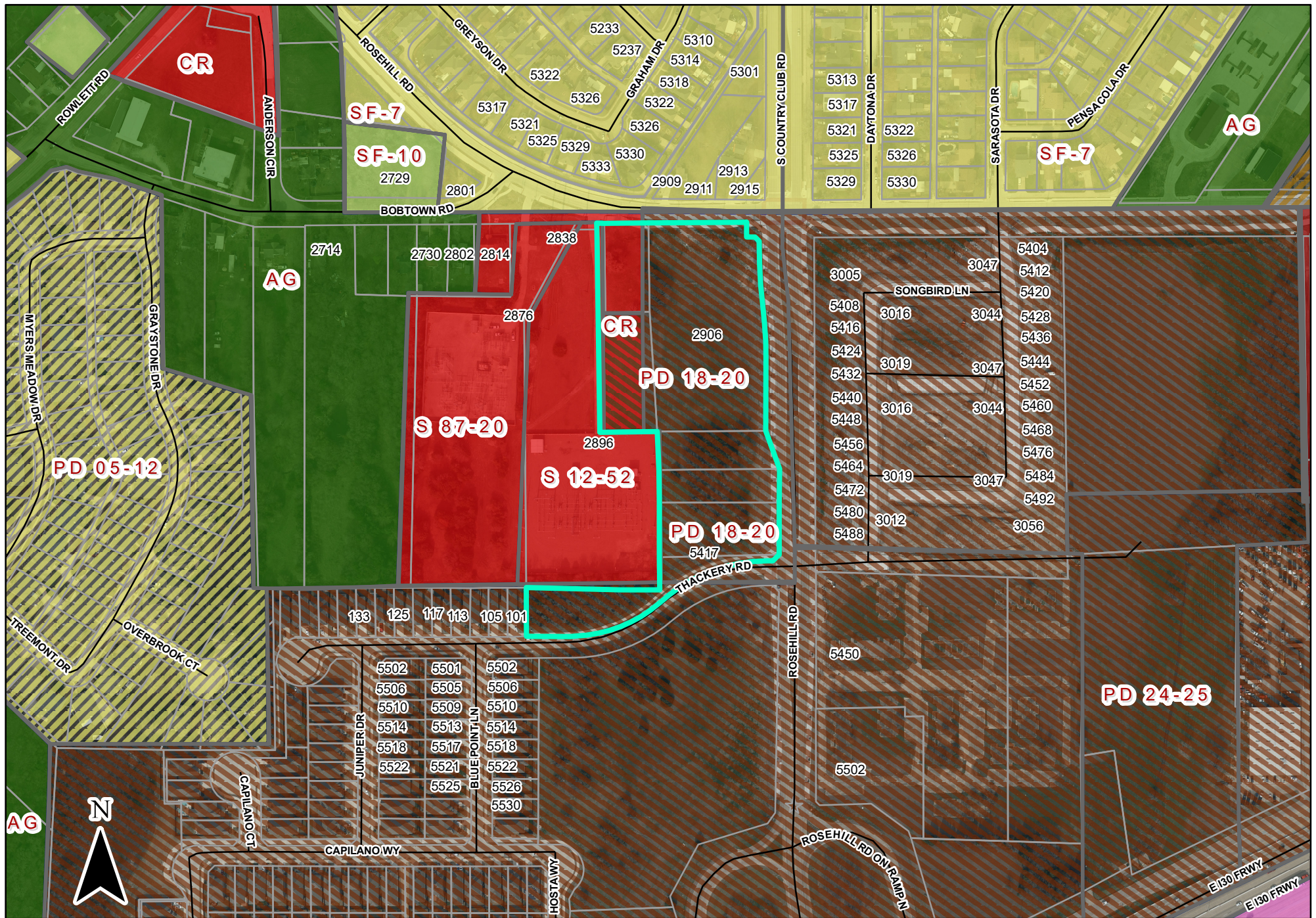
- i. Location Map
- ii. Concept Plan
- iii. Site Photos
- iv. PD Conditions
- v. Written Narrative

PREPARED BY:

Matthew Wolverton
Planner II
Planning & Development
972-205-2454
mwolverton@garlandtx.gov

REVIEWED BY:

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



0 300 Feet

1 inch = 300 feet

ZONING MAP Z 25-35



INDICATES AREA
OF REQUEST

2906 Bobtown Rd, 5401 & 5417 Rosehill Rd



Facing West viewing site



Facing South down Rosehill Road



Facing East down Bobtown Road



Facing West down Thackery Road

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 25-35

2906 Bobtown Road, 5401 & 5417 Rosehill Road

- I. Statement of Purpose:** The purpose of this Planned Development is to approve a single-family detached development.
- 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 Planned Development (PD) District 18-20 as set forth in Chapter 2 of the Garland Development Code 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 and the Specific Regulations below, the Specific Regulations shall apply.
- V. Specific Conditions:**
- A. Permitted Uses: Land Uses are only permitted per Sub-district 2 of Planned Development (PD) District 18-20.
- B. Concept Plan: The site layout, building placement, parking and other development proposed shall be in general conformance with the approved Concept Plan labeled Exhibit C.
- C. Setbacks: The side yard setback shall be between one (1) and five (5) feet.
- D. Building Design: The developer is proposing five (5)

EXHIBIT B

design elements from PD 18-20, which the following exceptions.

- In the event an enhanced garage door is selected as one of the design elements required by PD 18-20, the garage door shall include design elements to give the appearance of a carriage door, **and** a garage door of enhanced aesthetic. Design elements may include, but may not be limited to, hardware, windows, fixtures, or other design elements or treatments to enhance the appearance of the garage door.;
- In the event a covered porch is selected as one of the design elements required by PD 18-20 the following improvements are required:
 - o the covered porch shall be provided on a minimum of 15% of the total length of the front façade and
 - o the covered porch shall be provided on a minimum of 15% of the total length of the front façade

E. Garage Doors: The garage door shall have a minimum off-set of six inches from the remainder of the front façade.

F. Perimeter Landscaping: A three-foot wide landscape buffer with ornamental grasses and shrubs shall be planted on the street-side of the six-foot tall masonry wall along Rosehill Road.

G. Site Landscaping: One large canopy tree shall be provided per residential lot and shall be placed within the lot.

H. Open Space: A minimum 5,500 contiguous square-foot open space is required.

I. Sidewalks: A minimum six-foot wide concrete sidewalk shall be required in the 20' wide easement between Rosehill Road and future residential street as represented on the concept plan.

J. Roof Pitch: A minimum roof pitch of 6:12 is required.



Written Description Archworx Holdings Bobtown

Archworx Holdings, LLC (“Archworx”), requests approval of a 54-unit single family development on the 7.09-acre site located at the southwest corner of Rosehill Road and Bobtown Road. Archworx requests a change of zoning from CR Community Retail District and amendment to PD 18-20, The Vistas of Rosehill Planned Development District. The property is mostly located in PD 18-20 with exception of the northwest corner, which is zoned CR District. The amendment to PD 18-20 would include: 1) amendment to the regulating and concept plans to establish single family, detached development 2) amendment of the boundaries for subdistricts 2 and 3; 3) amendment to PD 18-20 conditions; and, 4) establishment of a Concept Plan (“Preliminary Development Plan” in PD 18-20) for single family, detached development.

Archworx proposes a two-story, front-entry residential development, yielding 7.6 units per acre. Each house would have an attached, two-vehicle garage and a minimum 20’ deep driveway. Two-way vehicular access would be from both Bobtown Road and Rosehill Road. While PD 18-20 requires a minimum of 1,500-square feet of floor area, each residential unit would be comprised of approximately 1,600- to 1,700-square foot of floor area with 3 bedrooms and 2 or 2.5 baths. The compact residential development aligns with the intent and vision for residences of PD 18-20.

The portion of the property that lies in PD 18-20 planned for homes is in Sub-district 2, which allows for single-family, detached development. The southern end along Thackery, located in Subarea 3, is planned as a stormwater detention area, and a tree preserve. The tree preserve will remain undeveloped and wooded and will be maintained by an HOA. Although no homes are planned in Sub-district 2, the request includes re-aligning the district boundaries so that the entire area of request is in Sub-district 2.

In accordance with PD 18-20, residential development is encouraged to be developed on small lots. This arrangement creates a compact walkable neighborhood. The PD strongly encourages open spaces where residents can easily access pocket parks. Archworx proposes to carry out the intent by creating a publicly accessible pocket park at the southwest corner of Bobtown Road and Rosehill Road. The pocket park would have dedicated bike parking, benches and a manicured lawn, and would be shaded with well-placed trees. The pocket park would have pedestrian connections to the planned residential street and to the public sidewalk along Bobtown Road and Rosehill Road. A 20’ water line easement, located along the eastern perimeter, will provide a buffer from Rosehill Road. A 20’ electric easement traverses the site from Rosehill Road to the electric substation. Provided the franchise utility provider allows, the developer is willing to provide a gated pedestrian connection so that residents can access the Rosehill Road sidewalk more easily.

**ARCHWORX DEVELOPMENT, LLC
PROPOSED MODIFICATIONS**

ATTRIBUTE/CODE	REQUIREMENT	PROPOSAL	JUSTIFICATION
Subdistrict Delineation	Subdistricts 2 and 3	Place the southern portion of the site currently in Subdistrict 3, in Subdistrict 2	Adjusting the subdistrict boundaries will place the whole area of request/development in Subdistrict 2.
Side Yard Setback PD 18-20	5 feet	1 foot and 5 feet	The proposed side yard will allow for a larger building pad while maintaining access between structures. There will be a minimum 3' wide access and maintenance easement that benefits the 1' side yard owner.
Building Design	A minimum of five design elements as specified in PD 18-20.	A minimum of five design elements as modified below.	The tailored list of design elements provide flexibility and align with the specific product type.
Garage Door Off-Set Section 2.34 E.1.e.ii	5' from front facade	The portion of the façade with garage doors shall be off-set a minimum of 6 inches from remainder of the front façade	A lower off-set is necessary given the smaller lots. Visual appeal can be accomplished through the PD's required architectural elements.
Landscaping/Perimeter Screening- Rosehill	8' landscaping area on outside of 6' tall masonry wall	Rosehill: 3' landscape strip for ornamental grasses and shrubs only on outside of a planned 6' tall masonry wall. There are also street trees along Rosehill.	Water line easement prohibits trees; however, NTMWD will allow ornamental grasses and shrubs in periphery of easement. The ornamental grasses or shrubs will soften public view of wall along both rights-of-way, matching or exceeding the Tri-Con development across Rosehill.
Trees on Residential Lots Section 4.37 A.1	2 trees per lot	1 tree per lot	The established PD, PD 18-20, while granting

**ARCHWORX DEVELOPMENT, LLC
PROPOSED MODIFICATIONS**

			provision for smaller lots, did not give consideration for smaller or fewer trees. One large tree will be placed in the front yard where visible. One tree per lot is appropriate for smaller lots. Residents may plant an additional tree or trees (canopy or ornamental) as desired.
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Additional Provisions:

A minimum 5,500-square foot open space is required adjacent to the intersection of Bobtown Road and Rosehill Road.

A minimum 6-foot wide concrete sidewalk is required in the 20' wide east to west easement between Rosehill Road and the proposed residential street.

A minimum roof pitch of 6:12 is required.

Required design elements:

- Garage doors with decorative hardware
- Covered porch
- Distinctive lighting such as sconce lighting
- Divided light windows
- Comparable elements not listed, subject to approval

The HOA common area will have a bike rack, seating, and a dog waste station.

REPORT & MINUTES

P.C. Meeting, November 10, 2025

2b. APPROVED Consideration of the application of **ZoneDev**, requesting approval of 1) an amendment and expansion to Planned Development (PD) District 18-20 to allow a Dwelling, Single-Family Detached development and 2) a Concept Plan for a Dwelling, Single-Family Detached Use. The site is located at 2906 Bobtown Road and 5401 and 5417 Rosehill Road. (District 4) (File Z 25-35)

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

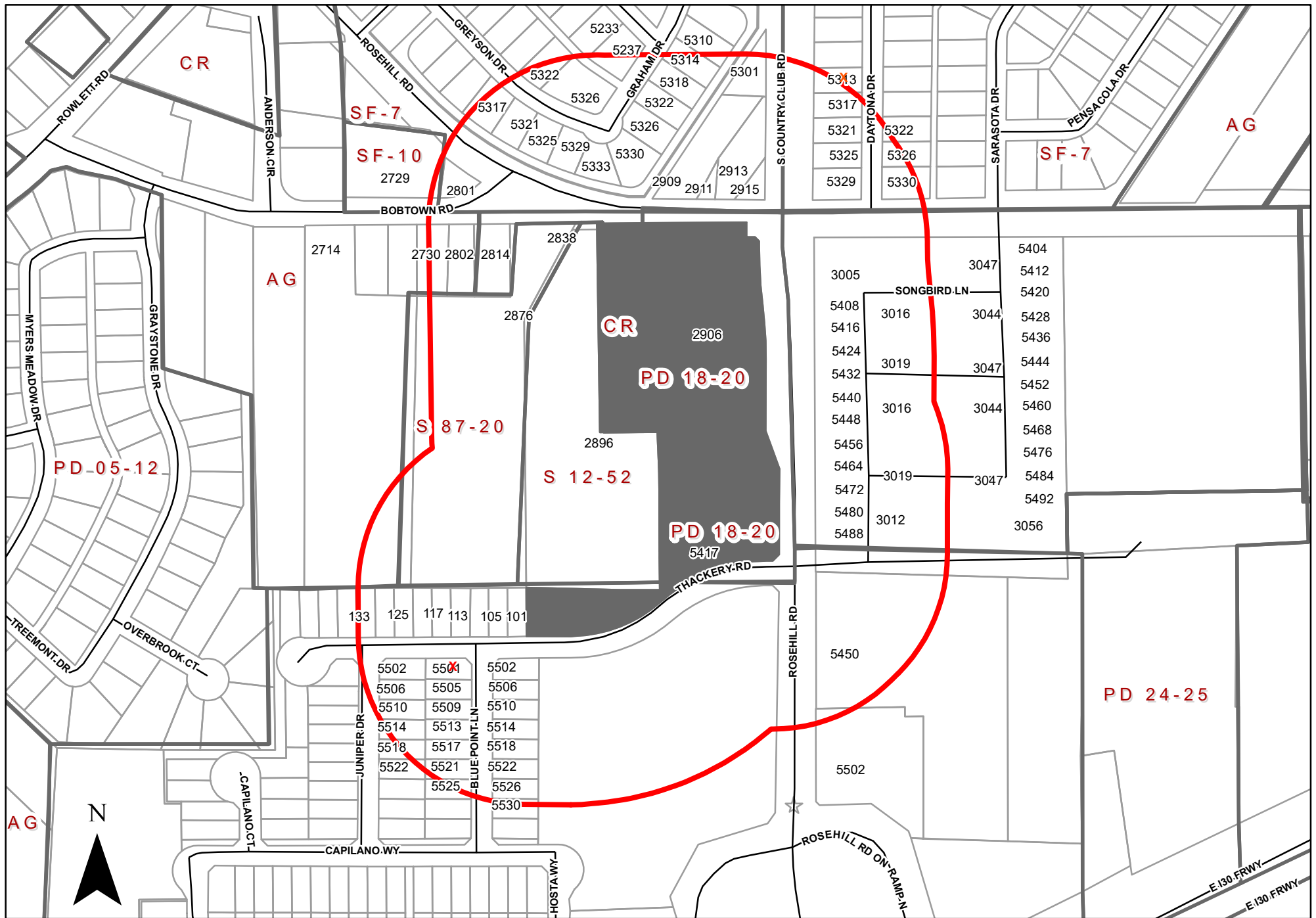
The applicant, Maxwell Fisher, 2502 Grandview Dr., Richardson, TX 75080, provided an overview of the request and remained available for questions.

Resident speaking in favor of the request:

David Orr, 5529 Capilano Court, Garland, TX 75043

The resident speaking in favor thanked the developer for listening to the concerns of the nearby residents and revising the layout of some of the homes.

Motion was made by Commissioner Cornelius to close the public hearing and **approve** the application as presented with the recommendation that staff work with the applicant on the covered porch and garage door deviations. Seconded by Commissioner Dalton.
Motion carried: 8 Ayes, 0 Nays.



ZONING MAP Z 25-35

2906 Bobtown Rd, 5401 & 5417 Rosehill Rd

Comment Form Case Z 25-35

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đồng ý

☒

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Francisco Páramo Gómez

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiểu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

5501 Blue Point Ln

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

Francisco

Signature / Firma / Chữ ký

11-03-2025

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued - Case Z 25-35

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

We respectfully oppose the proposed request, as we believe that the new constructions would have a negative impact on our community.

The planned developments are located too close to our homes, posing potential risks to the safety, privacy, and tranquility of our residents. Furthermore, we are concerned that the traffic congestion at the entrance of our community would increase significantly, affecting the overall quality of life for everyone in the area.

Comment Form Case Z 25-35

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

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For / A Favor / Đúng

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Against / En Contra / Không

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Omar & Liliana Del Toro property owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

5313 Daytona Dr.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Tx

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

Signature / Firma / Chữ ký

Omar Del Toro & Liliana Del Toro

Date / Fecha / Ngày

11-7-25

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form

Case Z 25-35

Outside of the Notification Area

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

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For / A Favor / Đúng

☒

Against / En Contra / Không

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DAVID GILLESPIE / HENDA GUIDRY

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

4306 S. COUNTRY CLUB Rd.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND, TX. 75043

City, State / Estado de la Ciudad / Thành bang

Zip Code / Código postal / Mã B u Chính

David M. Gillespie

Signature / Firma / Chữ ký

Henda Guidry

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued – Case Z 25-35

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

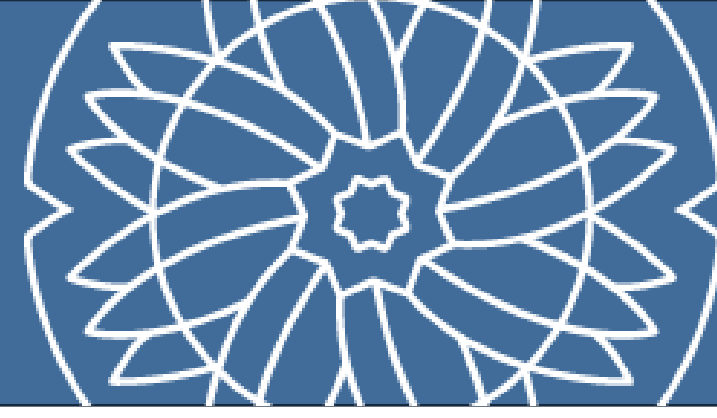
This ~~area~~ area is too crowded as it is. This development will only make it worse, especially the traffic problems.



GARLAND

City Council Meeting

December 2, 2025



Request

The applicant requests amendments to Planned Development (PD) District 18-20 for a **Single-Family Detached development.**

Case Information

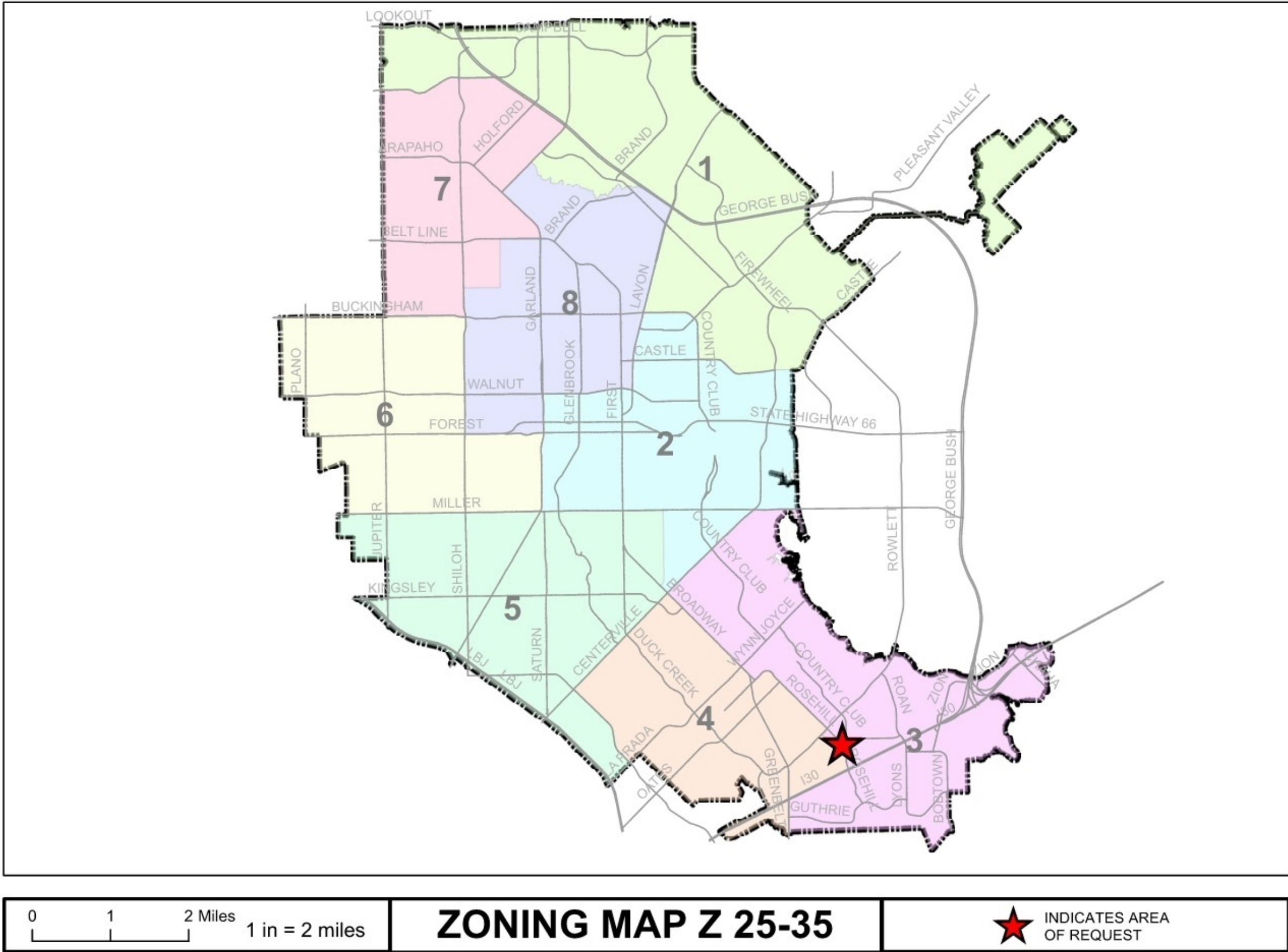
Location: 2906 Bobtown Road and 5401 and 5417 Rosehill Road

Applicant: ZoneDev

Owner: Archworx Holdings, LLC/Garland Foundation for Development, Inc.

Acreage: 7.098-acres

Zoning: PD 18-20 (Mixed Uses)



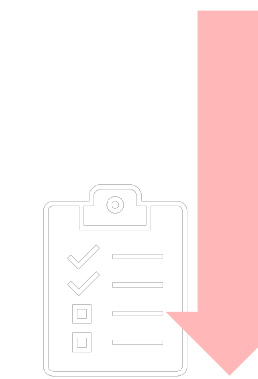




Comprehensive Plan



Urban Neighborhoods



Description

Urban neighborhoods are higher density residential developments. This residential option may utilize vertical mixed-use integrated into the surrounding area, reflecting the area's dominant character or, when desired, promoting a new character.

This type of development should encourage access to a range of mobility options and is generally located in the vicinity of major intersections and/or secondary arterial streets, with proximity to significant bus or rail amenities.

Site Photos

2906 Bobtown Road and 5401 and 5417 Rosehill Road



Subject site facing West



Viewing South down Rosehill Road

Site Photos

2906 Bobtown Road and 5401 and 5417 Rosehill Road

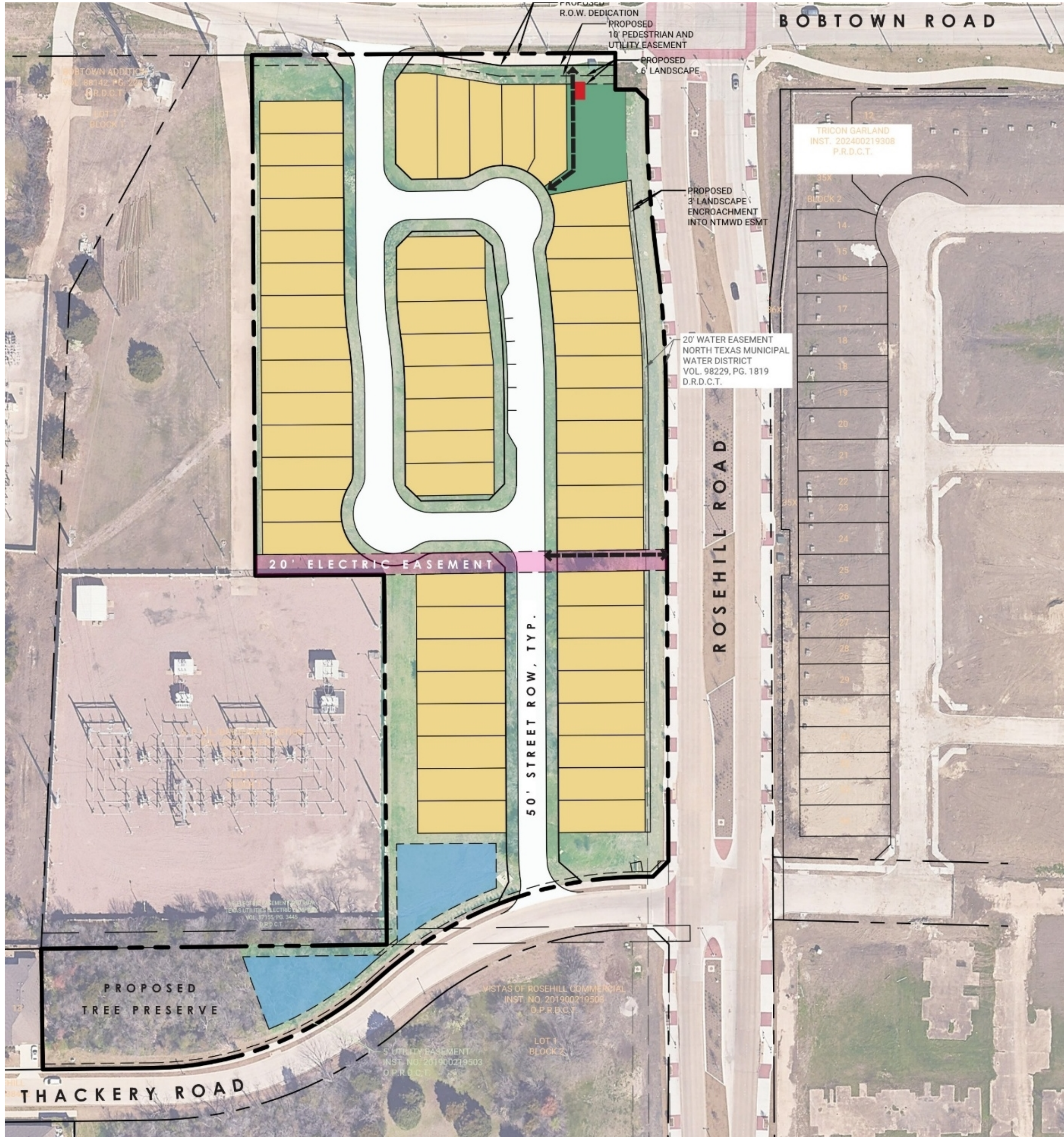
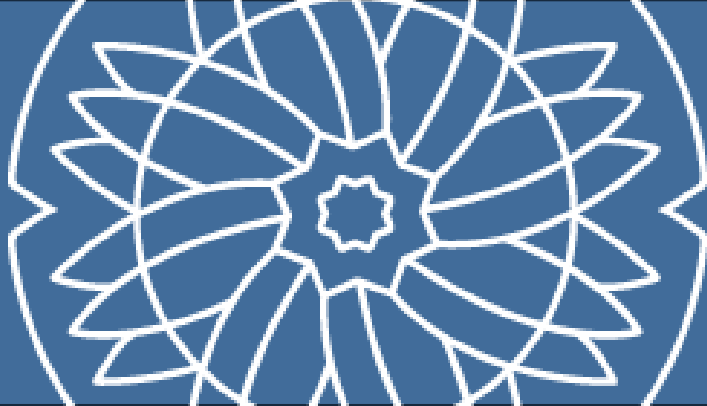


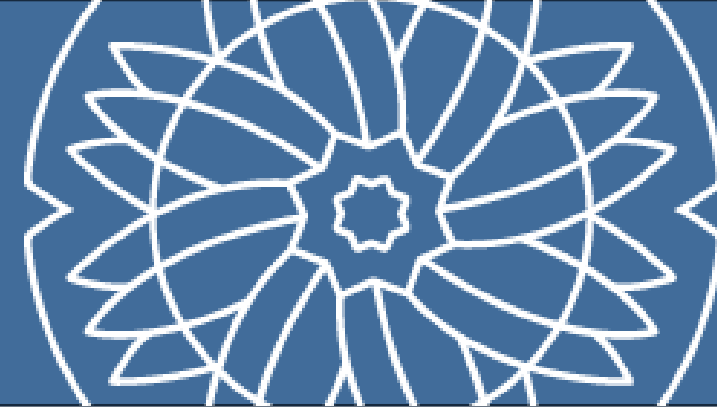
Looking East down Bobtown



Looking West down Thackery Road

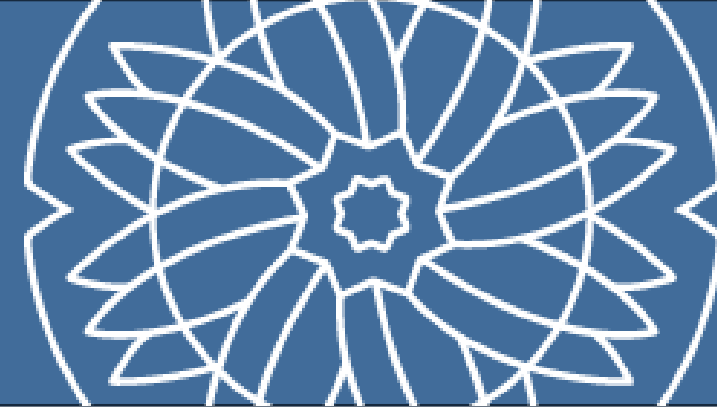
Concept Plan





Applicant Request: Amendment and expansion to Planned Development (PD) District 18-20 with deviations for side setbacks, building design elements, garage door offset, perimeter landscaping, and site landscaping.

- No minimum lot size**
- Landscape buffer along Bobtown has been increased to 8'**
- One large canopy tree will be provided in the front yard**



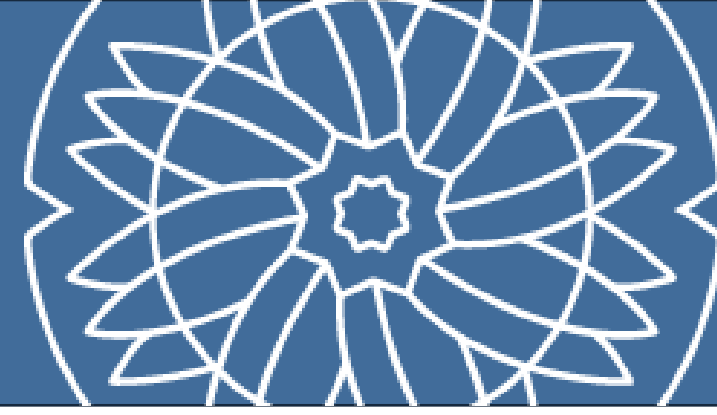
PD Requirement

All residential buildings must incorporate at least five design elements listed below:

- a) Arches (windows or doors);
- b) Bay windows;
- c) Carriage-style garage doors with decorative hardware (when front or side entry) ;
- d) Combination of brick and stone on the front elevation;
- e) Covered front porch at least 50% of front façade and columns with a masonry base;
- f) Distinctive lighting such as sconce lighting;
- g) Divided light windows;
- h) Dormers;
- i) Faux wood garage doors (when front or side entry);
- j) Gabled roofs;
- k) Porch columns;
- l) Porch railings;
- m) Shutters;
- n) Comparable elements not listed, subject to approval.

Request from Applicant

1. In the event an enhanced garage door is selected as one of the design elements required by PD 18-20, the garage door shall include design elements to give the appearance of a carriage door, **and** a garage door of enhanced aesthetic. Design elements of the garage may include, but may not be limited to, hardware, windows, fixtures, or other design elements or treatments to enhance the appearance of the garage door
2. In the event a covered porch is selected as one of the design elements required by PD 18-20 the following improvements are required:
 - the covered porch shall be provided on a minimum of 15% of the total length of the front façade and the covered porch shall be provided on a minimum of 15% of the total length of the front façade



Plan Commission Recommendation:

Recommended approval with the condition that the applicant refine the design elements request with staff; in particular the garage doors and front entry porch standards.

Staff Recommendation: Staff recommends approval of the request as presented. The applicant has worked with staff to refine the provided design elements for the porch and garage.



Response Letters

Thank You

Questions?





GARLAND

CITY COUNCIL STAFF REPORT

14

Meeting Date: December 2, 2025

Title: Approval of a Professional Services Agreement with Texas PACE Authority

Submitted by: Ayako Schuster, Economic Development Director

Strategic Focus Area: Growing Economic Base

Issue / Summary

Council is requested to review and approve a professional services agreement between the City of Garland and Texas PACE Authority.

Background

Council adopted a Resolution of Establishment of a City of Garland PACE Program on October 6, 2025, which included a reference to the report on the program prepared as required by Section 399.009 of the PACE Act.

PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for commercial, industrial, and large multifamily (five or more units) real property. Property owners who participate in the program repay the financing through a voluntary contractual assessment placed on their property.

PACE financing enables businesses to avoid the upfront costs of energy and water efficiency improvements. PACE financing can be paid over a long period of time while energy costs are simultaneously lower, which typically provides the property owner with immediate net savings. PACE overcomes challenges that have hindered the adoption of energy and water efficiency for many property owners. The debts, liabilities and obligations incurred as part of the PACE Program do not constitute debts, liabilities or obligations of the City of Garland.

Through this professional services agreement, Texas PACE Authority will act on behalf of the City of Garland as the Authorized Representative to administer Garland's PACE program. The agreement outlines the requirements and responsibilities and follows the technical standard listed in the Texas PACE in a Box toolkit as well as any requirements listed by the PACE Act.

Consideration / Recommendation

Council is requested to approve a professional services agreement with Texas PACE Authority for the provision of administrative services for the City of Garland Property Assessed Clean Energy Program ("City of Garland PACE").

Attachments

- A. Garland - Texas PACE Authority Services Agmt - TL rev

**SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF GARLAND, TEXAS AND
TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY**

THIS SERVICES AGREEMENT ("Agreement") is made and entered by and between the **City of Garland, Texas**, hereinafter referred to as "**Local Government**", and **TEXAS PROPERTY ASSESSED CLEAN ENERGY (PACE) AUTHORITY (d/b/a Texas PACE Authority)**, a Texas non-profit business association, hereinafter referred to as "**Services Provider**" to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City Council of **Local Government** desires to engage the services of a qualified professional to administer a Texas Property Assessed Clean Energy program for **Local Government** pursuant to the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 ("**PACE Act**"), and serve as Authorized Representative pursuant to Tex. Local Gov't Code §399.006(b), hereinafter referred to as the "**Program**"; and

WHEREAS, **Services Provider** desires to deliver such services for **Local Government** upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

Local Government agrees to retain **Services Provider** to serve as an administrator and Authorized Representative of **Local Government's Program**, and **Services Provider** agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that **Services Provider** shall perform such services as are further described in **Exhibit "A"** (collectively "**Scope of Services**"). The parties understand and agree that deviations or modifications in the **Scope of Services** may be authorized from time to time by a representative of **Local Government** but said authorization must be made in writing and mutually agreed to by both parties.

Prior to commencing Services under this Agreement, Services Provider agrees to deliver the following to Local Government:

- (a) A PACE Program Guidelines, in English and Spanish, that describes the program requirements and project process and fees; and

- (b) Certification the Services Provider shall adhere to the PACE in a Box underwriting and technical standards as updated from time-to-time.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on the date both Local Government and Services Provider have executed this Agreement.

Notwithstanding the termination of this Agreement, **Services Provider** shall be permitted to continue administration of any third-party agreements under the **Program** commenced prior to termination of this Agreement, and to continue recovering any compensation due **Services Provider** for services performed prior to termination in accordance with Section IV of this Agreement.

IV. COMPENSATION AND EXPENSES

Services Provider shall be paid for performance of the **Scope of Services** solely from application, administration, and other fees paid by Program participants in accordance with the PACE Act, and **Local Government** shall have no obligation to pay **Services Provider** for performance of the **Scope of Services**. Service Provider shall determine the amounts of the application, administration, and other fees to be paid by Program participants.

V. INSURANCE

Services Provider agrees to meet all insurance requirements, and to require all consultants who perform work for **Services Provider** to meet all insurance requirements, as set forth in **Exhibit "B"** to this Agreement.

VI. INDEMNIFICATION

SERVICES PROVIDER AGREES TO INDEMNIFY AND HOLD LOCAL GOVERNMENT AND ITS RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM LOCAL GOVERNMENT ARISING OUT OF OR OCCASIONED BY SERVICES PROVIDER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY SERVICES PROVIDER, OR BY, NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE SERVICES PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, CONTRACTORS, OR SUB-SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE CONCURRENT

NEGLIGENCE OF LOCAL GOVERNMENT, AND ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS. LOCAL GOVERNMENT DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. NO PARTY SHALL BE LIABLE FOR ANY NON-DIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, OR CONTRACT. EACH PARTY AGREES TO BE RESPONSIBLE FOR ITS OWN ATTORNEY FEES AND LEGAL COSTS. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VII. INDEPENDENT CONTRACTOR

Services Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant, or employee of **Local Government**; that it shall have exclusive control of and exclusive right to control the details of the services performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the doctrine of respondeat superior shall not apply as between **Local Government** and **Services Provider**, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between **Local Government** and **Services Provider**.

VIII. ASSIGNMENT AND SUBLETTING

Services Provider agrees that this Agreement shall not be assigned without the prior written consent of **Local Government**.

Services Provider shall be permitted to enter into subcontracts for performance of portions of the **Scope of Services**; however, **Services Provider** shall not subcontract the entirety of the **Scope of Services** to a single subcontractor without **Local Government's** consent. **Services Provider** further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the **Services Provider** from its full obligations to **Local Government** as provided by this Agreement.

IX. AUDITS AND RECORDS

Services Provider agrees that **Local Government** or its duly authorized representatives shall, until the expiration of four (4) years after termination under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Services Provider** which are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Services Provider** agrees that **Local**

Government shall have access during normal business hours and days to all necessary **Services Provider's** facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. **Local Government** shall give **Services Provider** reasonable advance notice of intended audits. The parties understand that **Service Provider's** document retention policy allows **Service Provider** to destroy or dispose of its hard and electronic records, books, papers, and documents after five (5) years.

X. CONTRACT TERMINATION

The parties agree that **Local Government** and **Services Provider** shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of such termination, **Services Provider** shall deliver to **Local Government**, upon request, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by **Services Provider** in connection with and as a direct results of this Agreement. In the event of termination, **Services Provider** shall be compensated in accordance with Section III of this Agreement with respect to any third-party agreements under administration by **Services Provider** at the time of termination. However, under no circumstances shall **Local Government** be obligated to pay such compensation.

XI. COMPLETE AGREEMENT

This Agreement, including its Exhibits, constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings.

XII. AMENDMENTS

Amendments to this agreement may be made at any time upon mutual written agreement by **Local Government** and **Services Provider**.

XIII. MAILING OF NOTICES

Unless instructed otherwise in writing, **Services Provider** agrees that all notices or communications to **Local Government** permitted or required under this Agreement shall be addressed to **Local Government** at the following address:

City of Garland, Texas
Attn: City Manager
P.O. Box 469002
Garland, TX 75046
Email: CityManager@GarlandTX.gov

Local Government agrees that all notices or communications to **Services Provider** permitted or required under this Agreement shall be addressed to **Services Provider** at the following address:

Texas Property Assessed Clean Energy Authority
Attn: Charlene Heydinger
PO Box 200368
Austin TX 78720-0368
Email: Admin@TexasPACEAuthority.org

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party. All email notices or communications must be acknowledged as received by the receiving party to be effective.

XIV. AUTHORITY TO SIGN

The undersigned officers or agents of the parties represent and warrant they are the legally authorized officials and have the necessary authority to execute this Agreement on behalf of the parties and to bind them to this Agreement.

XV. MISCELLANEOUS

A. This is a contract for the provision of personal or professional services.

B. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

C. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

D. Venue and Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, without regard to any choice of law statutes, and that it is performable in Dallas County, Texas. The parties consent to exclusive venue in a court of competent jurisdiction in Dallas County, Texas.

E. Successors and Assigns:

Local Government and **Services Provider** and their partners, successors, and lawful assigns are hereby bound to the terms and conditions of this Agreement.

F. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

G. Effective Date:

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

H. Agreement Not Exclusive:

Pursuant to Section 6 of the Report Required by Texas Local Government Code Section 399.009 for Proposed City of Garland Property Assessed Clean Energy (PACE) Program, nothing in this Agreement shall limit the ability or authorization of **Local Government** to enter into other Professional Service Agreements related to the provision of services for the City of Garland PACE Program.

SIGNED on the date indicated below.

CITY OF GARLAND, TEXAS

DATE: _____

BY: _____

Name: Judson Rex

Title: City Manager

**TEXAS PROPERTY ASSESSED
CLEAN ENERGY AUTHORITY**

DATE: _____

BY: _____

Name: Charlene Heydinger

Title: President

Exhibit “A”
Scope of Services

The Services Provider shall perform the following services in the administration of the Program:

1. Community Outreach. In furtherance of community outreach efforts, Services Provider shall:
 - 1.1. Maintain a website with a page specific to the Program that tallies the cumulative economic and environmental impact of PACE projects closed under the Program;
 - 1.2. Maintain a project database;
 - 1.3. Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;
 - 1.4. Publish the Service Provider’s PACE Program Guide in English and Spanish on the Program website;
 - 1.5. Link to the most current version of the PACE in a Box Technical Standards Manual on the Program website;
 - 1.6. List interested, qualified lenders on the Program website to enable property owners to identify potential sources of private third-party financing;
 - 1.7. Arrange for training of contractors, independent third-party reviewers (“ITPR”), and other stakeholders on how to apply for PACE financing and comply with the PACE in a Box Technical Standards Manual;
 - 1.8. List interested trained service providers on the Program website to enable property owners to identify potential contractors, architects, engineers, and other consultants and advisors; and
 - 1.9. Establish quality assurance measures.
 - 1.10. The Local Government agrees to link to Service Provider’s specific Program webpage on its own webpage so that constituents may learn more and utilize the voluntary Program. Local Government may consider adding the link to one or more of the following on its official website: home page, economic development page, sustainability page, environmental page, or any other topic-appropriate webpage.
2. Maintain and Update Uniform Documents. Services Provider shall also maintain uniform documents, forms, and contracts. Periodic updates to the standard form documents are necessary as the program evolves, incorporating best practices and standardizing the PACE documents across various PACE programs. The Authorized Representative is authorized to, and is tasked with maintaining the form documents and making technical and conforming updates as necessary so long as the changes

are consistent with the resolution to establish the PACE program and the Texas PACE Act.

3. Application and Approval Process. Services Provider shall manage and oversee the application and approval process for PACE transactions by accomplishing the following:
 - 3.1. Publish a preliminary application form on the Program website.
 - 3.2. Provide a Project Application Form based on PACE-in-a-Box model application form upon request to interested parties.
 - 3.3. Review submitted Application forms for administrative completeness and notify the applicants of any missing information.
 - 3.4. Maintain the confidentiality of confidential owner information.
 - 3.5. Maintain the PACE application process, including:
 - 3.5.1. Accept and review the property owner's completed application. When the project meets eligibility requirements, provide written indication that the project meets PACE standards at this stage (subject to verification of all requirements at closing).
 - 3.5.2. Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a lender, determining final project scope and completing and submitting a closing verification package.
 - 3.5.3. Conduct a Pre-Closing Verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:
 - Is the legal property owner of the benefited property;
 - Is current on mortgage and tax payments;
 - Is not insolvent or the subject of bankruptcy proceedings;
 - Holds clear title to the property and it is not in dispute; and
 - Has written consent of any pre-existing mortgage lien holder to the proposed PACE assessment.
 - 3.6. Require independent third-party verification of expected energy or water savings resulting from a project (provided by ITPR retained by applicant), according to the PACE-in-a-Box Technical Standards Manual. This review will include a:
 - Site visit,
 - Report stating the savings (energy, demand, and/or water) and expected project life are reasonable and in compliance with PACE in a Box program guidelines; and
 - Letter from the ITPR certifying that he/she has no financial interest in the project and is an independent reviewer.

- 3.7. Require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by ITPR retained by applicant);
- 3.8. Require lender to confirm in writing its determination, based on underwriting factors established by the lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.
- 3.9. Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program not less than 30 days before closing and obtain the lienholder's written consent prior to the imposition of the PACE assessment;
- 3.10. Review and finalize the terms of every Owner Contract and Lender Contract prior to execution; The Contract must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and
 - A reference to the statutory assessment lien provided under the PACE Act.
- 3.11. Collect and retain owner application fees as compensation for administrative services.
- 3.12. Perform closing verification reviews and schedule assessment transaction closings when all requirements are met. Such closing verification must include:
 - The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the project;
 - Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - All other information required by the Services Provider.
- 3.13. Coordinate and take part in assessment transaction closings.
- 3.14. Execute contracts under the Program as Authorized Representative as set forth in the Program.
- 3.15. Arrange for recordation of a Notice of Contractual Assessment Lien for each approved project in the Official Public Records of the county where the project is located; The Notice must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and

- A reference to the statutory assessment lien provided under the PACE Act.
- 3.16. Require independent post-closing third-party verification (by ITPR retained by Applicant or Lender) that each project was properly completed and is operating as intended.
- 3.17. Collect and retain administration fees collected by lenders from owners that receive PACE financing.
- 4. Management and Reporting. Services Provider shall undertake the following to fulfill its management and reporting obligations:
 - 4.1. Manage communications with lenders regarding assessment servicing, payment, and default.
 - 4.2. Upon notification by a lender of an owner's default in payment of an assessment and the lender's compliance with the requirements of the Lender Contract on collection after default, notify the Local Government to enforce the assessment lien in accordance with law and the agreements between the parties.
 - 4.3. Receive and store owner reports on energy and water savings.
 - 4.4. Maintain the form contracts and make technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.
 - 4.5. At the request of property owners, prepare annual notices of assessment to be issued by Local Government to the owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the owner contract and the financing documents.
 - 4.6. Determine the amounts of the application, administration, and other fees to be paid by owners.
 - 4.7. Produce annual report on Texas PACE financing usage and the resulting energy and water savings enabled through PACE Assessments. The annual report shall also document how obligations under this Scope of Services were fulfilled during the prior year. For example, list training, outreach, education, efforts to reach underserved communities and stakeholders.

Exhibit "B"
Insurance Requirements

COVERAGE	LIMIT OF LIABILITY
Employer's Liability	\$500,000 per occurrence
General Liability	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence, and \$1,000,000 aggregate