



GARLAND

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

**City of Garland
Council Chambers, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
June 5, 2018
7:00 p.m.**

The City Council extends to each visitor a sincere welcome. We value your interest in your community and your participation in the meetings of this governing body. Regular meetings of the City Council are held the 1st and 3rd Tuesdays of each month, beginning at 7:00 p.m.; the City Council meets regularly in work sessions at 6:00 p.m. the Monday preceding each regular meeting.

Garland City Hall and Council Chambers is wheelchair accessible. Special parking is available on the east side of City Hall and on Austin & State Street west of City Hall.

Persons with disabilities who plan to attend this meeting and 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.

Strategic Focus Areas

In November 2017, Council adopted ten Key Focus Areas reflecting the attributes they want to accurately describe the Garland community.

- **Growing Economic Base**
- **Commercially Thriving Downtown**
- **Well-Maintained City Infrastructure**
- **Enhanced Quality of Life Through Amenities, Arts, and Events**
- **Safe Community**
- **Vibrant Neighborhoods and Commercial Centers**
- **Reliable, Cost Efficient Utility Services**
- **Customer-Focused City Services**
- **Sound Governance and Finances**
- **Future-Focused City Organization**

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations and recognize attendees or award winners, and may make announcements regarding upcoming City events and matters of interest to citizens. There will be no Council deliberations 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 to implement each item. The Mayor will announce the agenda and provide an opportunity for members of the audience and the City Council to request that an item be removed and considered separately.

1. Consider approval of the minutes of the May 15, 2018 Regular Meeting.
2. Consider approval of the following bids:
 - a. **GP&L Underground Cable Replacement** **Bid No. 0551-18**

Infratech Corporation	\$706,744.74
Optional Contingency	<u>57,700.00</u>
TOTAL:	\$764,444.74

This request is for the replacement of four underground cable loops in support of GP&L's system-wide Underground Cable Replacement Program. Due to the complex nature of the project, an Optional Contingency is included for any additional work that may be required.

- b. **East Oates Road Paving, Drainage, and Water Improvements** **Bid No. 0351-18**

Tri-Con Services, Inc. **\$2,317,816.20**

This request is to replace existing East Oates Road from Broadway Boulevard to Rosehill Road.

- c. **GP&L Apollo Transmission Line Reconstruction Materials** **Bid No. 0581-18**

Techline, Inc. **\$931,582.65**
Optional Contingency **92,927.18**
TOTAL: **\$1,024,509.83**

This request is for the purchase of 11 steel poles and related materials for the reconstruction of transmission lines associated with the Apollo Substation. Due to the complex nature of the project, an Optional Contingency is included for any additional materials that may be required.

- d. **Various Light Duty Trucks** **Bid No. 0732-18**

Reliable Chevrolet **\$131,216.00**

This request is to purchase five light duty trucks to be used by various City departments in their daily operations.

- e. **Various Heavy Duty Trucks for EWS and GP&L** **Bid No. 0738-18**

Freightliner of Austin **\$776,520.00**

This request is to purchase two knuckle boom trucks, two brush tractor trucks, and one can carrier truck for Environmental Waste Services (EWS), as well as one bucket truck for GP&L.

f. Front-Loader Truck Cab and Chassis for EWS Bid No. 0739-18

Chastang Enterprises, Inc. \$339,680.00

This request is to purchase two front-loader truck cab and chassis to be used by Environmental Waste Services in their daily operations.

g. Side-Loader Truck Cab and Chassis for EWS Bid No. 0740-18

Bond Equipment Company, Inc. \$865,700.00

This request is to purchase five side-loader cab and chassis to be used by Environmental Waste Services in their daily operations.

h. Side-Loader and Front-Loader Truck Bodies for EWS Bid No. 0741-18

Heil of Texas \$989,850.00

This request is to purchase seven refuse truck bodies to be used by Environmental Waste Services in their daily operations.

i. Compactor for Landfill Bid No. 0744-18

Holt Caterpillar, Inc. \$914,436.00

This request is to purchase one Caterpillar compactor to be used by the Landfill in their daily operations.

j. Fueling Site Upgrades for Forest Lane and Gasoline Alley Locations Bid No. 0749-18

Syntech Systems, Inc. \$282,539.80

This request is to upgrade the City's outdated fuel-dispensing equipment at the Forest Lane and Gasoline Alley fueling sites.

k. GP&L Water Treatment Equipment Rental Bid No. 0620-18

Evoqua Water Technologies \$200,000.00

This request is to provide for the rental of dsionized (DI) tanks and water trailers for the Olinger and Spencer Plants on an as-needed basis.

I. GP&L Wylie to Firewheel Transmission Line Construction Materials **Bid No. 0611-18**

Techline, Inc.	\$1,893,966.74
Optional Contingency	<u>227,103.00</u>
TOTAL:	\$2,121,069.74

This request is for the purchase of transmission line construction materials for Phase II of the Wylie to Firewheel 138kV Transmission Line project. Due to the complex nature of the project, an Optional Contingency is included for any additional materials that may be required.

m. 2018 Alley Reconstruction - Phase I **Bid No. 0174-18**

Grantham and Associates, Inc.	\$29,295.00
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This request is to provide additional engineering and surveying services for Phase I of the 2018 Alley Reconstruction, which included seven alleys.

n. Telephone System Upgrade **Bid No. 0760-18**

Black Box Network Services	\$182,517.65
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This request is to upgrade the City's Nortel CS1000 Telephone System with the Avaya Communications Manager System.

o. Valley Mills Drive Reconstruction and Water Improvements **Bid No. 0661-18**

Tri-Con Services, Inc.	\$1,234,000.00
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This request is to reconstruct Valley Mills Drive from La Prada Drive to Grinnell Drive and to replace the existing water line between La Prada Drive and Stroud Lane.

p. Parks and Recreation Master Plan **Bid No. 0002-18**

Brandstetter Carroll, Inc.	\$174,000.00
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This request is to establish a framework for future design and development of Parks, Recreation, and Cultural Arts and Special Events within the City.

3. **Council is requested to approve by minute action, an Escrow Agreement with F.E. Concepts, L.L.C.**

At the May 14, 2018 Work Session, Council considered an Agreement with F.E. Concepts, L.L.C. (F E Concepts) to place in escrow their proportional share for the future improvement of Holford Road.

4. **Consider a resolution agreeing to the sale of certain property located within the City of Garland and owned by taxing authorities including the City of Garland as the result of a tax sale; authorizing the Mayor to execute a Deed Without Warranty; and providing an effective date.**

Council is requested to accept the offer and sell the property to Mr. Garcia. This property has been held by the City of Garland since 2015 and pursuant to Section 34.05 of the Texas Property Tax Code, it may be resold to a private entity with approval of the governing body.

5. **Consider an ordinance authorizing the issuance of "City of Garland, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2018;" providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's Water and Sewer System; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement, and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.**

At the April 2, 2018 Work Session, Council considered authorizing the sale of Certificates of Obligation in an amount of approximately \$33.8 million to fund a portion of the 2018 Capital Improvement Program (CIP) and pay related issuance costs of approximately \$150,000.00.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

Anyone wishing to speak for, against, or on agenda items must fill out a speaker card and give it to the City Secretary before speaking (cards are located at the entrance to the Council Chambers). The Mayor will recognize speakers; he may impose a time limit and may provide for rebuttal. All comments and testimony are to be presented from the podium.

- 6. Consider by minute action the appointment of a City of Garland representative to the North Texas Municipal Water District Board of Directors.**

At the June 4, 2018 Work Session, Council interviewed the candidate interested in being appointed as the City of Garland's representative to the North Texas Municipal Water District Board of Directors for a two-year term beginning June 1, 2018.

- 7. Hold public hearings on:**

- a. Consider the application of Masterplan Consultants, requesting approval of 1) a Change of Zoning from Agricultural (AG) District to Planned Development (PD) District for Multi-Family Uses and 2) a Detail Plan for Multi-Family Uses. The property is located at 4701 Bunker Hill Road. (File No. Z 17-43, District 1) (This item was postponed from the May 1, 2018 Regular City Council meeting.)**

BEING an approximate 19.63-acre tract of land situated in the Daniel Crist Survey, Abstract No. 226, Dallas County, Texas, and being property described as two tracts of land in deed to Norberto Guillen as recorded in Volume 2002058 at Page 7057 of the official public records of Dallas County, Texas. Approval of the request would allow a Planned Development (PD) District and Detail Plan for an approximately 291-unit multi-family development.

- b. Consider the application of Overland Property Group, LLC, requesting approval of a Change of Zoning from Planned Development (PD) District 14-11 for Single-Family (SF-10) Use to Multi-Family (MF) District. This site is located at 2017 Bunk House Road, and more specifically it is located approximately 650 feet east of East Centerville Road on the south side of East Miller Road. (File No. Z 18-14, District 3) (The applicant requests postponement to the July 17, 2018 Regular City Council meeting.)**

BEING an approximate 8.14-acre tract of land and being Lot 1R1, Block 1, Chiesa Ranch Addition Second Replat, an addition to the City of Garland, Dallas County, Texas, according to the map or plat thereof, recorded in Clerk's File No. 201400245997, Plat Records, Dallas County, Texas. The applicant requests approval of a Change in Zoning to allow for a multi-family development.

- 8. Citizen comments.**

Persons wishing to address issues not on the agenda may have three minutes to address Council at this time. Council is prohibited from discussing any item not posted according to the Texas Open Meetings Act.

- 9. Adjourn.**

All Regular Council meetings are broadcast live on CGTV, Time Warner Cable Channel 16, and Frontier FIOS TV 44. Meetings are rebroadcast at 9:00 a.m. and 7:00 p.m. on Wednesday-Sunday and at 7:30 p.m. on Thursday. Live streaming and on-demand videos of the meetings are also available online at www.garlandtx.gov.

Copies of the meetings can be purchased through the City Secretary's Office – audio CD's are \$1 each and DVD's are \$3 each.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

1.

Meeting Date: June 5, 2018

Item Title: Minutes May 15

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Consider approval of the minutes of the May 15, 2018 Regular Meeting.

Recommendation/Action Requested and Justification

Attachments

Minutes May 15

Minutes of the Garland City Council Regular Meeting

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, May 15, 2018 in the Council Chambers at City Hall, 200 North Fifth Street, Garland, Texas, with the following members present:

COUNCIL PRESENT:	Mayor	Douglas Athas
	Mayor Pro Tem	David Gibbons
	Council Member	Jerry Nickerson
	Council Member	B. J. Williams
	Council Member	Rich Aubin
	Council Member	Robert Vera
	Council Member	Scott LeMay
	Council Member	Robert Smith

STAFF PRESENT:	City Manager	Bryan Bradford
	City Attorney	Brad Neighbor
	City Secretary	Eloyce René Dowl

ABSENT:	Council Member	Anita Goebel
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CEREMONIALS: Mayor Athas presented the Texas Municipal Library's 2018 Achievement in Excellence Award to the Library Board and staff; this is the 13th year the Library has received the recognition.

Mayor Athas read the proclamation prepared for the United States Coast Guard Auxiliary Flotilla 510, representing Lake Ray Hubbard, declaring May 19-25, 2018 to be Safe Boating Week.

Mayor Athas presented a Special Recognition to former Council Member John Willis for his service and dedication to the community and the 635 East project.

David Riggs, President of the Garland Fire Fighter's Association, Brandon Day, Muscular Dystrophy Association Chair for the GFFA, Station 7 Firefighters: Captain George Winton, Randall Totty, Phillip Crawford, and representatives from MDA, presented a \$61,000.00 check to the Council for the 2018 MDA Fill the Boot Campaign.

CALL TO ORDER:	The meeting was called to order by Mayor Douglas Athas.
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CONSENT AGENDA:	All items marked with asterisks (**) on the Consent Agenda were voted on at the beginning of the meeting. Mayor Athas read those items into the record. Motion was made by Mayor
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Pro Tem Gibbons to approve the Consent Agenda, with the exception of Item 12, seconded by Council Member LeMay, to approve items 1, 2a, 2b, 2c, 2d, 2e, 2f, 2g, 3a, 3b, 3c, 4, 5, 6, 7, 8, 9, 10, 11 and 13. Motion carried, 8 ayes, 0 nays.

Item 12 was pulled at the request of staff and will be considered at the June 5, 2018 Regular Meeting.

1. APPROVED**

Approval of the Minutes of the May 1, 2018 Regular Meeting.

2a. APPROVED**

Bid No. 0666-18 awarded to R-Delta Engineers in the amount of \$488,300.00, which also includes an optional contingency of \$48,830.00, for a total bid of \$537,130.00 for Engineering Services for GP&L College to Jupiter Transmission Line Reconstruction.

This request is to obtain professional engineering services for the GP&L College to Jupiter (CSJU-04 to Lawler Tap) Transmission Line Reconstruction. Due to the complex nature of the project, an optional contingency is included for any additional work that may be required.

2b. APPROVED**

Bid No. 0512-18 awarded to CivicPlus in the amount of \$175,000.00 for the City Website Design and Hosting Services.

This request is to replace the City's current external website platform and redesign the site to optimize the user experience.

2c. APPROVED**

Bid No. 0684-18 awarded to Physio-Control, Inc. in the amount of \$282,021.24 for Mechanical Chest Compression Devices.

This request is to purchase 14 mechanical chest compression devices.

2d. APPROVED**

Bid No. 0683-18 awarded to EST Group, LLC in the amount of \$171,772.00 for Commvault Services for Enterprise Backup Upgrade Project.

This request is to upgrade the City's existing data backup solution that has reached end-of-life.

2e. APPROVED**

Bid No. 0508-18 awarded to Kimley Horn & Associates in the amount of \$200,000.00 for Consulting Services for Bond Program Development.

This request is to retain a qualified firm to assist in the development of a Municipal Bond Program which will be considered by Council in the upcoming year.

2f. APPROVED**

Bid No. 0592-18 awarded to Team Fishel in the amount of \$490,421.00, which includes and optional contingency of \$29,719.28, for a total bid of \$520,140.28 for Underground Duct System Construction.

This request is for the construction of an underground duct system for the Wyrick-Riverset Subdivision located at the corner of Buckingham and Shiloh Road.

2g. APPROVED**

Bid No. 0493-18 awarded to Stuart C. Irby in the amount of \$103,542.00 for Transformers for Warehouse Inventory.

This request is to purchase electric distribution transformers for Warehouse inventory.

3a. APPROVED**

Ordinance No. 6983 amending the Garland Development Code of Garland, Texas, by approving amendments to Planned Development (PD) District 16-07 for Industrial Uses on a 29.053-acre tract of land zoned PD 16-07 for Industrial Uses and located at 3800 Leon 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 Savings Clause and a Severability Clause; and providing an effective date. (File No. Z 18-16, IDI Logistics, District 5)

3b. APPROVED**

Ordinance No. 6984 amending the Garland Development Code of Garland, Texas, by approving 1) Amendments to Planned Development (PD) 16-10 District for Industrial Uses including Retail Store, 2) Amendments to a Detail Plan for

Convenience Store; Fuel Pumps, Retail; Retail Store; Restaurant, Drive-Through and Car Wash, Automated/Rollover, 3) Amendments to a Specific Use Provision for Restaurant, Drive-Through and 4) a Zoning Change from Planned Development (PD) 16-10 District to Industrial (IN) District (on a portion of the subject property identified on Exhibits C and D as Tract 2) on an 8.232-acre tract of land zoned Planned Development (PD) 16-10 District for Industrial Uses including Retail Store and located on the northeast corner of West Miller Road and South Jupiter Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Savings Clause and a Severability Clause; and providing an effective date. (File No. Z 18-18, Kimley Horn & Associates, District 6)

3c. APPROVED**

Ordinance No 6985 amending the Garland Development Code of Garland, Texas, by approving 1) a Change in Zoning from Urban Business (UB), Community Retail (CR), and Community Office (CO) to a Planned Development (PD) District for Mixed Uses on approximately 146.372 acres of land generally bound by Bobtown Road on the north, Overglen Drive on the south, and extending approximately 1,500 feet east and 1,700 feet west of Rosehill 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 Savings Clause and a Severability Clause; and providing an effective date. (File No. Z 18-20, City of Garland, Districts 3 and 4)

4. APPROVED**

Resolution No. 10342 agreeing to the sale of certain property located within the City of Garland and owned by taxing authorities including the City of Garland as the result of a tax sale; authorizing the Mayor to execute a Deed Without Warranty; and providing an effective date.

Council accepted the offer and sold the property to Mr. Leija, Pursuant to Section 34.05 of the Texas Property Tax Code,

consent of sale has been provided by Dallas County and the Garland Independent School District. The sale of this property further supports a stable tax base and future development opportunities.

5. APPROVED**

Resolution No. 10337 authorizing the Mayor to execute a Deed Without Warranty to the State of Texas and providing an effective date.

Council approved an amended resolution authorizing the Mayor to execute a special warranty deed to the State of Texas.

6. APPROVED**

Resolution No. 10343 adopting and approving the amendment to the One Year Plan of Action for the 2018-2019 Community Development Block Grant, Home Investment Partnership and, Emergency Solutions Grant Programs; and providing an effective date.

Council approved and adopted the amendment to the One Year Plan of Action for 2018-2019 Community Development Block Grant, HOME Infill Partnership Grant and Emergency Solutions Grant programs and funding.

7. APPROVED**

Ordinance No. 6982 authorizing an amendment to the 2018 Capital Improvement Program (2018 CIP Amendment No. 1), providing for the supplemental appropriation of funds in the emergency response safety equipment project; and providing an effective date.

Council approved the CIP Budget Amendment No. 1 to increase the appropriation for Emergency Response Safety Equipment in the 2018 Capital Improvement Program.

8. APPROVED**

Ordinance No. 6986 of the City of Garland, Texas approving and authorizing the issuance of Electric Utility System Commercial Paper Notes, Series 2018, in an aggregate principal amount at any one time outstanding not to exceed \$80,000,000 to provide interim financing to pay project costs for eligible projects and to refund obligations issued in connection with eligible projects; authorizing such short term

obligations to be issued, sold and delivered in various forms, including Commercial Paper Notes and Bank Notes, and prescribing the terms, features and characteristics of such instruments; approving and authorizing certain authorized officers and employees of the City to act on behalf of the City in the selling and delivery of such short term obligations, within the limitations and procedures specified herein; making a certain covenants and agreements in connection therewith; providing for the payment of the Commercial Paper Notes and Bank Notes; resolving other matters incident and related to the issuance, sale, security and delivery of Commercial Paper Notes, including the approval of an issuing and paying agent agreement, a reimbursement agreement and a dealer agreement; approving the use of an offering memorandum in connection with the sale from time to time of such short term obligations; and providing an effective date.

Council approved termination of the Electric Utility System Commercial Paper Program, Series 2014 and establish Electric Utility System Commercial Paper Program, Series 2018.

9. APPROVED**

Ordinance No. 6987 authorizing the issuance of “City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2018”, pledging the net revenues of the City’s electric utility system to the payment of the principal of and interest on said bonds; specifying the terms and conditions of such bonds; resolving other matters incident and related to the issuance, payment, security, sale and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement, a Purchase Agreement and an Escrow Agreement; and the approval and distribution of a Preliminary Official Statement and an Official Statement; and providing an effective date.

Council approved the sale of Electric Utility System Revenue Refunding Bonds, Series 2018.

10. APPROVED**

Ordinance No. 6988 authorizing the issuance of “City of Garland, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2018”, pledging net revenues of the City’s Water and Sewer System to the security of and the payment of the principal of and interest on said bonds; specifying the terms and conditions of such bonds; resolving other matters incident and related to the issuance, payment, security, sale and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement; and the approval and distribution of a Preliminary Official Statement and an Official Statement; and providing an effective date.

Council approved the sale of Water and Sewer Utility Revenue Refunding Bonds, Series 2018.

11. APPROVED**

Ordinance No. 6989 approving a Standby Letter of Credit Extension and an Amended and Restated Fee Agreement relating to the "City of Garland, Texas, Water and Sewer System Commercial Paper Notes, Series 2015"; and resolving other matters incident and related thereto.

12. POSTPONED

Consider an ordinance authorizing the issuance of “City of Garland, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2018”; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City’s Water and Sewer System; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement, and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

At the April 2, 2018 Work Session, Council Considered authorizing the sale of Certificates of Obligation in an amount of approximately \$33.8 million to fund a portion of the CIP and pay related issuance costs of approximately \$150,000.00.

This item was postponed at the request of staff and will be considered at the June 5, 2018 Regular Meeting.

13. APPROVED**

Minute action approving a Real Property Transfer between Fourth Avenue Investments LLC (Shane Jordan) and the City of Garland for approximately a ten acre tract of land generally located at the intersection of Rosehill and IH30; and, approval of the terms of a Chapter 380 Agreement to promote economic development and to stimulate business and commercial activity in South Garland.

ITEMS FOR INDIVIDUAL CONSIDERATION

**14. PUBLIC HEARING
HELD-ORDINANCE
APPROVED**

Hold a public hearing to adopt the Youth Programs Standards of Care Ordinance

At the April 30, 2018 Work Session, Council was requested to consider adopting the Youth Programs Standards of Care to meet requirements of the Texas Human Resources Code, Section 42.041(b)(14) to exempt recreational programs for children operated by municipalities from state care licensing.

Mayor Athas opened the public hearing. There were no speakers on this item.

Motion was made by Council Member Williams to adopt the Youth Standards of Care Ordinance No. 6990, seconded by Council Member LeMay. Motion carried 8 ayes, 0 nays.

15. APPROVED

Ordinance canvassing the returns and declaring the results of the May 5, 2018 Special Home-Rule Election for the purpose of amending the existing Charter.

The election results for the Charter Election were reported as:

Proposition A

For 3,991

Against 1,583

“Shall the Charter be amended to provide for gender neutrality, deletion and correction of obsolete and incorrect citations, references, titles of city officials, and correction of typographical errors?”

Proposition B

For 4,730

Against 832

“Shall Article II, Section 2, of the Charter be amended to update and clarify the City’s authority to purchase electric utility facilities inside or outside the City limits?”

Proposition C

For 4,514

Against 1,115

“Shall Article III, Section 1(C), of the Charter be amended by changing the residency requirements for a person running for Councilmember, including Mayor, from a requirement that the candidate reside within the Council district at the time of his or her nomination to a requirement that the candidate reside for a minimum of one year in the Council district at the time of his or her election or appointment?”

Proposition D

For 4,870

Against 683

“Shall Article III, Section 1(E), of the Charter be moved in its entirety to subsection (F) and replaced with a provision that prohibits a Councilmember, including the Mayor, who vacates his or her office prior to the end of the scheduled term from serving again in the same capacity until one complete subsequent term has elapsed?”

Proposition E

For 3,564

Against 2,039

“Shall Article III, Section 3, of the Charter be amended to increase the compensation for the Mayor and City Council to take into account an inflation adjustment since May of 2000?”

Proposition F

For 4,345

Against 1,114

“Shall Section 5, “Vacancies” of Article III, “The Council” of the Charter be amended to be consistent with state law and to further provide that in the event of a vacancy on Council where the member of the vacant seat is unable or unwilling to hold-over until such time as the vacancy may be filled pursuant to a lawful election and the Governor of the State of Texas does not call an election to fill the vacancy after being petitioned by the City, and a special election cannot be held within 120 days of appointment, then the remaining members of the Council may by a three-fourths super-majority vote to appoint a qualified person to fill the vacancy; that a person so appointed by Council shall not be eligible to serve again on Council in the same capacity until one complete subsequent term has elapsed; and that subject to these conditions, an appointment by Council shall be for an interim term until such time as a special election may be called or until the current term expires?”

Proposition G

For 4,373

Against 1,206

“Shall Article III, Section 8, of the Charter relating to the location of regular meetings of the Council be amended to allow Council to hold regular meetings at City Hall or other location designated by Council within the city limits?”

Proposition H

For 4,419

Against 946

“Shall Article III, Section 9, of the Charter be amended to clarify that the Council shall adopt its own rules of procedure at the first regular meeting in January of each year, but in the event the Council does not amend the rules at that time, the rules for the prior year shall be deemed to be adopted by the Council.”

Proposition I

For 4,300

Against 1,101

“Shall Article III, Section 9, of the Charter be amended to increase the time the City Secretary has to enter the minutes of all meetings in the permanent record from 48 hours to 72 hours?”

Proposition J

For 4,494

Against 860

“Shall Article III, Section 11, of the Charter be amended to be consistent with state law and the Texas Constitution and clarify that in the event of a vacancy on Council, or any officer appointed by Council, the person vacating their respective office shall remain in office until such time as a successor is sworn into the vacated office?”

Proposition K

For 4,428

Against 899

“Shall Article IV, Section 1, of the Charter be amended to provide that an appointed councilmember may not receive a council appointment as City Manager, City Attorney, City Auditor, or Municipal Judge within two (2) years of the expiration of the term for which he or she was elected?”

Proposition L

For 4,294

Against 898

“Shall Article IV, Section 3, of the Charter be amended to clarify that Council does not have the authority to direct or request the City Manager, the City Attorney, the City Auditor, or Municipal Judge to hire or remove any person from an office directed by the respective Council appointee and provide a penalty for will violations?”

Proposition M

For 4,324

Against 925

“Shall Article IV, Section 5, of the Charter be moved to Article V, Section 3, and amended so that the City Manager has the authority to appoint a City Secretary, upon confirmation of City Council, manage, supervise, and remove the City Secretary, and describe the general duties of the Office of City Secretary?”

Proposition N

For 5,071

Against 257

“Shall Article IV, Section 6, of the Charter be amended to set the term of office for the Municipal Judge to be consistent with state law, which sets the term of office as 2 years?”

Proposition O

For 4,333

Against 775

“Shall Article IV, Section 9, of the Charter be amended by inserting provisions related to the qualifications, general powers, and duties of the office of City Auditor, which shall be revised and moved from Article VII, Sections 4 and 5?” “The City Auditor shall be chosen by Council.

Proposition P

For 4,502

Against 831

“Shall Article V, Section 2, of the Charter be amended to provide that the City Council may appoint a City Manager for a term not to exceed three years?”

Proposition Q

For 4,520

Against 796

“Shall Article VI, Section 1, of the Charter be amended to provide that the City Council may appoint a City Attorney for a term not to exceed three years?”

Proposition R

For 5,062

Against 277

“Shall Article VIII, Section 2, of the Charter relating to the submission of the city budget be amended to provide that the City Manager shall file the budget with the City Secretary on or before the date set by state law?”

Proposition S

For 4,524

Against 740

“Shall Article VIII, Section 3, of the Charter relating to the form of the city budget by the City Manager be amended to delete the list of the required contents of the City Manager’s budget message and provide that the budget be prepared in accordance with, and contain all information required by, state law?”

Proposition T

For 5,137

Against 370

“Shall Article VIII, Section 4, of the Charter relating to public access of the proposed budget be amended to accommodate digital and electronic access by the public?”

Proposition U

For 5,231

Against 241

“Shall Article VIII, Section 5, of the Charter relating to publication and notice of the public hearing on the proposed budget be amended so that publication and notice of the public hearing is in accordance with state law?”

Proposition V

For 5,098

Against 312

“Shall Article VIII, Section 6, of the Charter relating to scheduling the public hearing and adopting the budget be amended to update terminology, so that the scheduling and adoption of the budget is done in accordance with state law, and setting the 21st day of September as the last day on which Council may approve a final budget prior to the proposed budget as submitted by the City Manager being deemed to have been finally adopted by the Council?”

Proposition W

For 4,262

Against 1,136

“Shall Article X, Section 1, of the Charter relating to the authority of the City to issue bonds be amended so that the City shall have the authority to borrow money, issue bonds, notes and other evidences of indebtedness permitted by, and in accordance with, state law?”

Proposition X

For 5,021

Against 362

“Shall Article X, Section 3, of the Charter relating to bond election procedures be amended so that the Council is required to establish a Bond Study Committee preceding a bond election, any proposition on a ballot to issue bonds payable from ad valorem taxes must first be submitted to a vote of the qualified voters of the City of Garland, and all bond elections and issuance and payments of bonds shall be done in accordance with state law?”

Proposition Y

For 5,201

Against 216

“Shall Article X, Section 10, of the Charter relating to bond elections be amended so that each bond proposition must expressly state all information required by state law?”

Proposition Z

For 3,569

Against 1,809

“Shall Article XI, Section 1, of the Charter relating to the requirements to be a member of the Plan Commission be amended by deleting the real property ownership requirement to serve as a member and substituting it with a residency requirement?”

Proposition AA

For 4,251

Against 1,223

“Shall Article XI, Section 10, of the Charter be amended by replacing the property ownership requirement with a requirement that a person be a resident of the City for a period of not less than one (1) year prior to his or her appointment as a board member or commissioner?”

Proposition AB

For 5,126

Against 324

“Shall Article XII, Section 2, of the Charter be amended so that the number of signatures required on a petition of a person desiring to become a candidate for an office on City Council and the filing deadlines are consistent with state law?”

Proposition AC

For 4,612
Against 692

“Shall Article XII, Section 8, of the Charter relating to the recall of the Mayor or Councilmember be amended to update the petition submittal requirements, the petition process and schedule, the form of the petition, the required number of signatures, the duties and obligations of the City Secretary, and clarify and update vacancy and holdover terms?”

Proposition AD

For 5,160
Against 279

“Shall Article XIV, Section 5, of the Charter be amended so that publication of proposed ordinances by referendum is electronically published on the City website and consistent with all other publication requirements of the Charter and in accordance with state law?”

Proposition AE

For 4,895
Against 434

“Shall Article XV, Section 1, of the Charter relating to the general powers of the City in regard to utility systems be amended to be consistent with state law?”

Proposition AF

For 4,930
Against 371

“Shall Article XV, Section 2, of the Charter relating to franchise fees be amended to update terminology and be consistent with state law?”

Proposition AG

For 4,787

Against 469

“Shall Article XV, Section 6, of the Charter relating to the terms and conditions of granting franchises to public utilities, and the notification thereof, be amended to be consistent with state law?”

Proposition AH

For 4,197

Against 959

“Shall Article XV, Section 7, of the Charter relating to obsolete reporting requirements of public utility franchises be repealed?”

Proposition AI

For 4,889

Against 400

“Shall Article XVII, Section 4, of the Charter relating to claims against the City be amended to update terminology and clarify substantive requirements of any written notices of personal injury or death submitted to the City to be consistent with state law?”

Proposition AJ

For 3,541

Against 1,717

“Shall Article XVII, Section 14, of the Charter be amended by addition to exclude liability coverage by the City on claims arising out of the criminal conduct of city officials and any claim that is excluded from coverage under a policy of insurance of the City?”

Motion was made by Council Member Aubin, seconded by Council Member Vera, to approve Ordinance No. 6991. Motion carried 8 ayes, 0 nays.

Ordinance canvassing the returns and declaring the results of the May 5, 2018 Special Election for Mayor and General Election held for the purpose of electing candidates to the office of City Council of the City of Garland, Texas, for Districts 1, 2, 4, and 5.

The election results for the General Election were reported as:

	Mayor
Lori Barnett Dodson	3,188
Louis Moore	1,944
Leala H. Green	629

	District 2
Deborah S. Morris	412
Rex Wisdom	82

The City Council previously determined that each of the following candidates, who were unopposed for the May 5, 2018 General Election, were therefore declared elected to their respective offices:

	District 1
David Gibbons	

	District 4
James Bookhout	

	District 5
Richard E. Aubin	

Motion was made by Council Member Williams, second by Council Member Vera to approve Ordinance No. 6992. Motion carried 8 ayes, 0 nays.

NEW MEMBERS

SWORN IN: Council Member Gibbons was sworn in by J. Mark Wilson, standing with him was Mr. Wilson's sister Jenay Puckett.

Council Member Aubin was sworn in by the Honorable Eric V. Moyé, Judge of the 14th Civil District Court for Dallas County, standing with him were his daughters: Antoinette, Olivia, Eleanor, and Genevieve Aubin.

Newly elected Council Member in District 2, Deborah S. Morris was sworn in by Dorothy Brooks, standing with her were: Terry Morris, husband, Rachel Morris Fuqua, daughter, Elisha Fuqua, son-in-law, and grandchildren: Ford Snell, Harbor Snell, Nehemiah Fuqua, Win Snell, Evelyn Fuqua, and Levi Fuqua; her Council pin was presented by her husband.

Mayor Athas presented a plaque and City of Garland flag to outgoing Council Member B. J. Williams.

Newly elected Council Member in District 4, James Bookhout was sworn in by Council Member B. J. Williams joined by former Council Member Larry Jeffus. Standing with him were his wife, Christy Bookhout, children Debby and James Bookhout; his pin was presented by Council Member Williams.

Mayor Pro Tem Gibbons presented a plaque and City of Garland flag to outgoing Mayor Douglas Athas.

Newly elected Mayor Lori Barnett Dodson was sworn in by the Honorable Ronald Jones, standing with her were her mother, Jerry Barnett, Mike Barnett, grandchildren Allie Rodriguez, Sebastian Rodriguez, and the full Council; her pin was presented by Mayor Douglas Athas.

17. APPOINTED: Mayor Lori Barnett Dodson presented for Council confirmation appointments to the following entities:

Rich Aubin, Regional Transportation Council

Jerry Nickerson, Regional Transportation Council Alternate

Jerry Nickerson, Dallas Regional Mobility Coalition

Robert Vera, Dallas Regional Mobility Coalition Alternate

Lori Barnett Dodson, TEX-21 Representative

Robert Vera, TEX-21 Alternate One

Robert John Smith, TEX-21 Alternate Two

A vote was cast to approve the appointments with 9 ayes, 0 nays.

18. CITIZEN

COMMENTS: Brad Adams
Matthew Cerralvo
Mary Ann Wickersham
Megan Sherman

19. ADJOURN

There being no further business to come before the City Council, Mayor Dodson adjourned the meeting at 8:24 p.m.

CITY OF GARLAND, TEXAS

/s/ Lori Barnett Dodson, Mayor

Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.a.

Meeting Date: June 5, 2018

Item Title: GP&L Underground Cable Replacement

Submitted By: Ross Owen, Director of Transmission & Distr

Bid Number: 0551-18

Purchase Justification:

This request is for the replacement of four underground cable loops in support of GP&L's system-wide Underground Cable Replacement Program. Due to the complex nature of the project, an Optional Contingency is included for any additional work that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated based on the published criteria of price, experience, safety, pre-bid meeting attendance, and summation of breakdown sheet. Infratech Corporation received the highest evaluated score, offering the best value for the City.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Infratech Corporation	All	\$706,744.74
Optional Contingency		57,700.00
TOTAL:		\$764,444.74

Basis for Award: Best Value

Purchase Requisition #: 39603

Fiscal Impact

Total Project/Account:	\$6,326,480
Expended/Encumbered to Date:	2,120,588
Balance:	\$4,205,892
This Item:	764,445
Proposed Balance:	\$3,441,447

Account #: 210-3299-3162501-7111

Fund/Dept/Project – Description and Comments:

Electric CIP Fund / Distribution Lines - Underground

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Page E09

Budget Director Approval: Ron Young

Approval Date: 05/22/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/21/2018

[illegible]



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.b.

Meeting Date: June 5, 2018

Item Title: East Oates Road Paving, Drainage, and Water Improvements

Submitted By: Michael Polocek, Engineering Director

Bid Number: 0351-18

Purchase Justification:

This request is to replace existing East Oates Road from Broadway Boulevard to Rosehill Road. The existing two-lane asphalt street will be replaced with a 29-foot-wide concrete street and include a 21-foot-wide slip street to service the residential properties on the south side of the road. Additionally, the project includes approximately 2,300 linear feet of new storm drainage system of various sizes, approximately 600 linear feet of 6" and 8" water lines, sidewalk removal and replacement, and all incidentals as shown on the approved plans.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Ten (10) bids were received and evaluated with Tri-Con Services, Inc., offering the lowest total price.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Tri-Con Services, Inc.	All	\$2,317,816.20
TOTAL:		\$2,317,816.20

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 39868

Fiscal Impact

Total Project/Account: \$5,024,000
Expended/Encumbered to Date: 373,337
Balance: \$4,650,663

This Item: 2,317,816
Proposed Balance: \$2,332,847
Account #: 624-1409-1426104-9011

Fund/Dept/Project – Description and Comments:

The Oates Road - Broadway to Rosehill project includes \$3,490,000 of anticipated General Obligation / Commercial Paper debt funding in 2019.

Attachments

Bid Recap 1 of 2
Bid Recap 2 of 2
E Oates Road Location Map

Fiscal Reference:

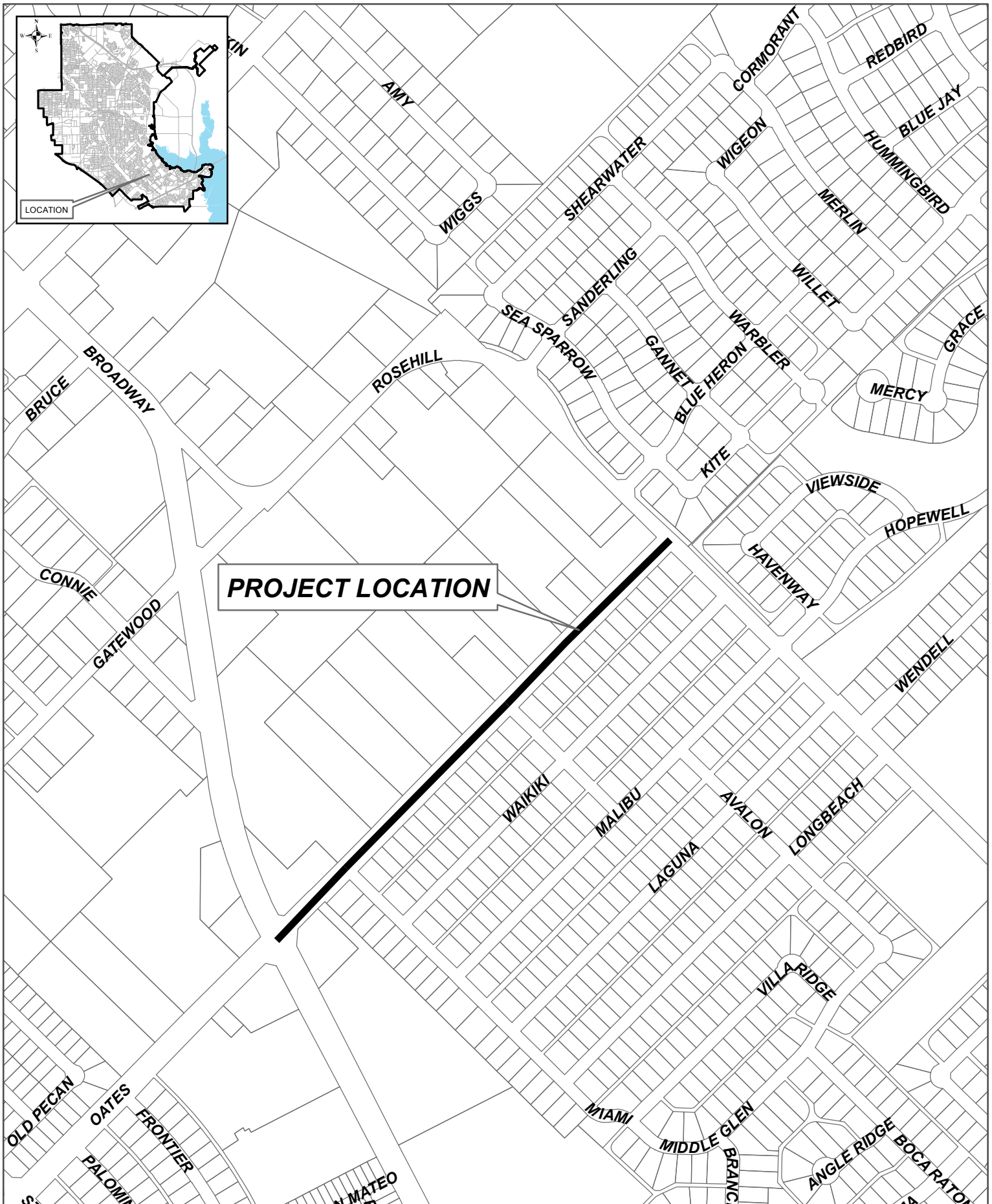
Budget Type: CIP
Fiscal Year: 2018
Document Location: Page ST05

Budget Director Approval: Ron Young
Approval Date: 05/23/2018

Purchasing Director Approval: Gary L. Holcomb Approval Date: 05/22/2018

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**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.c.

Meeting Date: June 5, 2018

Item Title: GP&L Apollo Transmission Line Reconstruction Materials

Submitted By: Ross Owen, Director of Transmission & Distr

Bid Number: 0581-18

Purchase Justification:

This request is for the purchase of 11 steel poles and related materials for the reconstruction of transmission lines associated with the Apollo Substation. The reconstruction is necessary to keep the Apollo to Naaman, Apollo to Jupiter, Apollo to E. Richardson, and Apollo to Lookout transmission lines in service while the Apollo Substation is down for rebuild. This project was approved as part of the 2018 CIP. Due to the complex nature of the project, an Optional Contingency is included for any additional materials that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Five (5) bids were received and evaluated. Techline, Inc., was the only vendor who bid on all of the requested materials. Their alternate bid was selected based on improved lead times from 24 weeks to 14 weeks.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Techline, Inc.	All	\$ 931,582.65
Optional Contingency		92,927.18
TOTAL:		\$1,024,509.83

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 39658

Fiscal Impact

Total Project/Account: \$14,523,179

Expended/Encumbered to Date: 4,211,250

Balance: \$10,311,929
This Item: 1,024,510
Proposed Balance: \$9,287,419
Account #: See accounts listed below.

Fund/Dept/Project – Description and Comments:

Electric CIP / Transmission Lines: 210-3599-3142901-6051, 210-3599-3143701-6051,
210-3599-3143801-6051, 210-3599-3143901-6051
Electric CIP / Distribution Lines - Overhead: 210-3299-3153201-6051
Electric CIP / Substations Upgrades: 210-3799-3177201-6051

Attachments

Bid Recap

Fiscal Reference:
Budget Type: CIP
Fiscal Year: 2018
Document Location: Pages E01, E07, & E10

Budget Director Approval: Ron Young
Approval Date: 05/22/2018
Purchasing Director Approval: Gary L. Holcomb Approval Date: 05/21/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.d.

Meeting Date: June 5, 2018

Item Title: Various Light Duty Trucks

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0732-18

Purchase Justification:

This request is to purchase five light duty trucks to be used by various City departments in their daily operations.

Evaluation:

These trucks are being provided by Reliable Chevrolet through the Tarrant County Cooperative Purchasing Contract 2018-022.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Reliable Chevrolet	All	\$131,216.00
TOTAL:		\$131,216.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 39888

Fiscal Impact

Total Project/Account: \$2,269,508
Expended/Encumbered to Date: 1,482,700
Balance: \$786,808
This Item: 131,216
Proposed Balance: \$655,592
Account #: 444-4611-9009, 444-4693-9009, 831-4693-9009,
100-1813-9009

Fund/Dept/Project – Description and Comments:

Equipment Replacement Fund

Stormwater Management = \$38,020

Infrastructure Repair & Replacement = \$23,299

Infrastructure Fund

Street Department = \$46,598

General Fund

Code Compliance = \$23,299

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2017-18

Document Location: Pages 102, 124, & 169

Budget Director Approval: Ron Young

Approval Date: 05/22/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/21/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.e.

Meeting Date: June 5, 2018

Item Title: Various Heavy Duty Trucks for EWS and GP&L

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0738-18

Purchase Justification:

This request is to purchase two knuckle boom trucks, two brush tractor trucks, and one carrier truck for Environmental Waste Services (EWS), as well as one bucket truck for GP&L.

Evaluation:

These heavy duty trucks are being provided by Freightliner of Austin through the BuyBoard Cooperative Purchasing Contract 521-16.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Freightliner of Austin	All	\$776,520.00
TOTAL:		\$776,520.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 39909

Fiscal Impact

Total Project/Account:	\$2,164,421
Expended/Encumbered to Date:	1,141,333
Balance:	\$1,023,088
This Item:	776,520
Proposed Balance:	\$246,568
Account #:	246-4319-2107800-9007, 246-4319-2108918-9009, 246-4319-2108500-9007, 444-3226-9009

Fund/Dept/Project – Description and Comments:

Equipment Replacement Fund / Electric

Bucket Truck = \$129,911

Miscellaneous Revenue Supported & Internal Service / EWS - Delivery

Replacement of Knuckle Boom Trucks = \$361,034

Replacement of Front-Load Container Carrier = \$105,681

New Brush Tractor Trucks/Trailers = \$179,894

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget
 CIP

Fiscal Year: 2017-18

Document Location: Operating Budget - Page 124 / CIP - Pages M07,
 M09, & M13

Budget Director Approval: Ron Young

Approval Date: 05/22/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/21/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.f.

Meeting Date: June 5, 2018

Item Title: Front-Loader Truck Cab and Chassis for EWS

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0739-18

Purchase Justification:

This request is to purchase two front-loader truck cab and chassis to be used by Environmental Waste Services in their daily operations.

Evaluation:

These cab and chassis are being provided by Chastang Enterprises, Inc., through the BuyBoard Cooperative Purchasing Contract 521-16.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Chastang Enterprises, Inc.	All	\$339,680.00
TOTAL:		----- \$339,680.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 39910

Fiscal Impact

Total Project/Account:	\$1,220,000
Expended/Encumbered to Date:	565,435
Balance:	\$654,565
This Item:	339,680
Proposed Balance:	\$314,885
Account #:	246-4319-2107500-9007
Fund/Dept/Project – Description and Comments:	

EWS - Delivery / Replacement of Commercial Front-Load Trucks

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Page M06

Budget Director Approval: Ron Young

Approval Date: 05/23/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/22/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.g.

Meeting Date: June 5, 2018

Item Title: Side-Loader Truck Cab and Chassis for EWS

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0740-18

Purchase Justification:

This request is to purchase five side-loader cab and chassis to be used by Environmental Waste Services in their daily operations.

Evaluation:

These cab and chassis are being provided by Bond Equipment Company, Inc., through the BuyBoard Cooperative Purchasing Contract 521-16. The pricing reflects travel and accommodations for factory inspection and training for four City employees.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Bond Equipment Company, Inc.	All	\$865,700.00
TOTAL:		\$865,700.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 39905

Fiscal Impact

Total Project/Account:	\$6,029,162
Expended/Encumbered to Date:	4,992,652
Balance:	\$1,036,510
This Item:	865,700
Proposed Balance:	\$170,810
Account #:	246-4319-2106800-9007, 246-4319-2108818-9007, 246-4319-2106900-9007

Fund/Dept/Project – Description and Comments:

Miscellaneous Revenue Supported & Internal Service / EWS - Delivery

Replacement of Side-Load Residential Trucks = \$348,680

Replacement of Recycling Trucks = \$344,680

New Side-Load Residential Truck = \$172,340

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Pages M02, M03, & M12

Budget Director Approval: Ron Young

Approval Date: 05/23/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/22/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.h.

Meeting Date: June 5, 2018

Item Title: Side-Loader and Front-Loader Truck Bodies for EWS

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0741-18

Purchase Justification:

This request is to purchase seven (7) refuse truck bodies to be used by Environmental Waste Services in their daily operations.

Evaluation:

These truck bodies are being provided by Heil of Texas through the BuyBoard Cooperative Purchasing Contract 516-16.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Heil of Texas	All	\$989,850.00
TOTAL:		----- \$989,850.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 39908

Fiscal Impact

Total Project/Account: \$7,249,162
Expended/Encumbered to Date: 5,210,367
Balance: \$2,038,795
This Item: 989,850
Proposed Balance: \$1,048,945
Account #: 246-4319-2106800-9007, 246-4319-2108818-9007,
246-4319-2106900-9007, 246-4319-2107500-9007
Fund/Dept/Project – Description and Comments:

Miscellaneous Revenue Supported & Internal Service / EWS - Delivery

Replacement of Side-Load Residential Trucks = \$275,200

Replacement of Recycling Trucks = \$274,800

Replacement of Commercial Front-Load Trucks = \$302,450

New Side-Load Residential Truck = \$137,400

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Pages M02, M03, M06, & M12

Budget Director Approval: Ron Young

Approval Date: 05/23/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/22/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.i.

Meeting Date: June 5, 2018

Item Title: Compactor for Landfill

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0744-18

Purchase Justification:

This request is to purchase one Caterpillar compactor to be used by the Landfill in their daily operations.

Evaluation:

This compactor is being provided by Holt Caterpillar, Inc., through the National Joint Powers Alliance (NJPA) Cooperative Purchasing Contract 032515. The pricing reflects a \$260,000 trade-in credit for our Caterpillar 826H, Unit 160-0021.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Holt Caterpillar, Inc.	All	\$914,436.00
TOTAL:		\$914,436.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 39914

Fiscal Impact

Total Project/Account:	\$3,423,000
Expended/Encumbered to Date:	2,293,049
Balance:	\$1,129,951
This Item:	914,436
Proposed Balance:	\$215,515
Account #:	692-1609-1715400-9009
Fund/Dept/Project – Description and Comments:	

EWS - Disposal / Replacement of Landfill Equipment

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Page EW01

Budget Director Approval: Ron Young

Approval Date: 05/23/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/22/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.j.

Meeting Date: June 5, 2018

Item Title: Fueling Site Upgrades for Forest Lane and Gasoline Alley Locations

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 0749-18

Purchase Justification:

This request is to upgrade the City's outdated fuel-dispensing equipment at the Forest Lane and Gasoline Alley fueling sites. This request also includes installation of DEF (diesel exhaust fluid) dispensers and upgrades to the fuel-monitoring equipment and software.

Evaluation:

The equipment and installation are being provided by Syntech Systems, Inc., through the National Joint Powers Alliance (NJPA) Cooperative Purchasing Contract 051613-SYS.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Syntech Systems, Inc.	All	\$282,539.80
TOTAL:		\$282,539.80

Basis for Award: Cooperative Purchase

Purchase Requisition #: 39904

Fiscal Impact

Total Project/Account:	\$502,378
Expended/Encumbered to Date:	137,534
Balance:	\$364,844
This Item:	282,540
Proposed Balance:	\$82,304
Account #:	446-4899-1903007-9007
Fund/Dept/Project – Description and Comments:	

Miscellaneous Revenue Supported & Internal Service / Fuel System Upgrade

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Page M14

Budget Director Approval: Ron Young

Approval Date: 05/22/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/21/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.k.

Meeting Date: June 5, 2018

Item Title: GP&L Water Treatment Equipment Rental

Submitted By: Jeff Janke, Administration

Bid Number: 0620-18

Purchase Justification:

This request is to provide for the rental of deionized (DI) tanks and water trailers for the Olinger and Spencer Plants on an as-needed basis. The equipment will be used to provide DI water in the event of equipment failure at either site's water treatment plants. The equipment will also be used to supply DI water during repairs and maintenance on major water treatment plant equipment. This is a Term Agreement with three (3) optional renewals. A term is defined as either the annual expiration date or the expenditure of funds, whichever comes first. Subsequent renewals do not require additional City Council approval. If all optional renewals are exercised, the potential financial impact will be \$800,000 over the life of the agreement. Expenditures will not exceed appropriated funds.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Due to the specialized nature of the equipment, only one bid was received from Evoqua Water Technologies. Their bid was within budget, and they have previously provided these services to the City with successful results.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Evoqua Water Technologies	All	\$200,000.00
TOTAL:		\$200,000.00

Basis for Award: Straight Low Bid

Purchase Requisition #: 39589

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$200,000
Proposed Balance: N/A
Account #: 451-6999

Fund/Dept/Project – Description and Comments:

Electric Operating Budget Term Agreement - Deionized tank and water trailer rentals for Olinger and Spencer Plants on an as-needed basis. Term Agreement sets price but does not commit funds. Expenses will be charged to appropriate accounts as incurred.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2017-18

Document Location: Page 218

Budget Director Approval: Ron Young

Approval Date: 05/22/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/22/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.I.

Meeting Date: June 5, 2018

Item Title: GP&L Wylie to Firewheel Transmission Line Construction Materials

Submitted By: Ross Owen, Director of Transmission & Distr

Bid Number: 0611-18

Purchase Justification:

This request is for the purchase of transmission line construction materials for Phase II of the Wylie to Firewheel 138kV Transmission Line project. This will provide the insulators, conductor, wire, and associated materials necessary to complete the Elm Grove to Ben Davis and Wynn Joyce to Ben Davis sections. This project was approved as part of the 2018 CIP. Due to the complex nature of the project, an Optional Contingency is included for any additional materials that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated with Techline, Inc., offering the lowest total price.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Techline, Inc.	All	\$1,893,966.74
Optional Contingency		227,103.00
TOTAL:		\$2,121,069.74

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 39718

Fiscal Impact

Total Project/Account: \$31,041,926
Expended/Encumbered to Date: 19,511,380
Balance: \$11,530,546
This Item: 2,121,070

Proposed Balance: \$9,409,476
Account #: 210-3599-3142101-6051, 210-3299-3153201-6051
Fund/Dept/Project – Description and Comments:
Electric CIP - Transmission Lines and Distribution Lines - Overhead

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Page E01 & E07

Budget Director Approval: Ron Young

Approval Date: 05/22/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/21/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.m.

Meeting Date: June 5, 2018

Item Title: 2018 Alley Reconstruction - Phase I

Submitted By: Steve Oliver, Streets Director

Bid Number: 0174-18

Purchase Justification:

This request is to provide additional engineering and surveying services for Phase I of the 2018 Alley Reconstruction, which included seven alleys. The two additional alleys will be: (1) Columbine/Mayapple alley between Country Club and Rosehill and (2) Country Club alley between Goldenrod and Columbine/Mayapple alley. This Change Order #1 represents a 41.9% increase to the original PO 26531 in the amount of \$69,910.

Evaluation:

Grantham and Associates, Inc., was selected to provide the initial engineering and surveying services from the firms short-listed on RFQ 3617-13.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Grantham and Associates, Inc.	All	\$29,295.00
TOTAL:		\$29,295.00

Basis for Award: Change Order

Purchase Requisition #: 39884

Fiscal Impact

Total Project/Account:	\$12,637,330
Expended/Encumbered to Date:	4,952,479
Balance:	\$7,684,851
This Item:	29,295
Proposed Balance:	\$7,655,556

Account #: 831-4693-7101

Fund/Dept/Project – Description and Comments:

Infrastructure Repair & Replacement Fund / Street Construction

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2017-18

Document Location: Page 276

Budget Director Approval: Ron Young

Approval Date: 05/23/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/22/2018

BUYER: Guy Trampe

[illegible]

DELIVERY	
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0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.n.

Meeting Date: June 5, 2018

Item Title: Telephone System Upgrade

Submitted By: Steven Niekamp, Chief Information Officer

Bid Number: 0760-18

Purchase Justification:

This request is to upgrade the City's Nortel CS1000 Telephone System with the Avaya Communications Manager System. This upgrade includes 600 IP handsets and licenses as well as 100 additional Call Pilot licenses for the first phase of the implementation. Funding for this project is available in the telephone system upgrade CIP. The ongoing maintenance fees will be included in the IT Annual Operating Budget.

Evaluation:

This upgrade is being performed by Black Box Network Services through the Department of Information Resources (DIR) Cooperative Purchasing Contract DIR-TSO-2654. Black Box Network Services is a proven vendor for the telephone system hardware and services and has worked with the IT Department on several similar projects.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Black Box Network Services	All	\$182,517.65
TOTAL:		\$182,517.65

Basis for Award: Cooperative Purchase

Purchase Requisition #: 39906

Fiscal Impact

Total Project/Account: \$513,000

Expended/Encumbered to Date: 83,058

Balance: \$429,942

This Item: 182,518
Proposed Balance: \$247,424
Account #: 416-4599-2304817-9029
Fund/Dept/Project – Description and Comments:
Miscellaneous Revenue Supported & Internal Service / Telephone System Replacement

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Page M19

Budget Director Approval: Ron Young

Approval Date: 05/23/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/22/2018



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.o.

Meeting Date: June 5, 2018

Item Title: Valley Mills Drive Reconstruction and Water Improvements

Submitted By: Steve Oliver, Streets Director

Bid Number: 0661-18

Purchase Justification:

This request is to reconstruct Valley Mills Drive from La Prada Drive to Grinnell Drive and to replace the existing water line between La Prada Drive and Stroud Lane. Construction on the section from Stroud Lane to Grinnell Drive adjacent to Vernon Price Elementary School (Mesquite Independent School District) will be expedited so that it can be open to traffic when the new school year begins on August 20, 2018.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Eight (8) bids were received and evaluated with Tri-Con Services, Inc., offering the lowest total price.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Tri-Con Services, Inc.	All	\$1,234,000.00
TOTAL:		\$1,234,000.00

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 39803

Fiscal Impact

Total Project/Account:	\$26,476,244
Expended/Encumbered to Date:	15,794,668
Balance:	\$10,681,576
This Item:	1,234,000
Proposed Balance:	\$9,447,576

Account #: 692-4699-3981800-7111, 220-4049-3019200-9214

Fund/Dept/Project – Description and Comments:

Street Reconstruction and Improvements Program = \$1,053,794

Relocation of Mains Prior to Paving Program = \$180,206

Attachments

Bid Recap 1 of 2

Bid Recap 2 of 2

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Pages ST32 and W03

Budget Director Approval: Ron Young

Approval Date: 05/23/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/22/2018

[illegible]



GARLAND PURCHASING REPORT

City Council Regular Session Agenda

2.p.

Meeting Date: June 5, 2018

Item Title: Parks and Recreation Master Plan

Submitted By: Jermel Stevenson, Managing Director

Bid Number: 0002-18

Purchase Justification:

- The purpose of this request is to establish a framework for future design and development of Parks, Recreation, and Cultural Arts and Special Events within the City. The Parks and Recreation Master Plan will serve as the guideline for prioritization of future allocation of resources based upon the demand and use identified by the citizens of Garland as well as the supply and condition of the existing facilities and resources. Staff increased the Scope of Work from the original request for proposals due to additional needs identified by the department and, as a result, have increased the funding needs of the project by \$24,000 from the original budget. The additional items identified by staff will address needs to accomplish the following: 1) Potential Revenue Analysis - provide recommendations to maximize existing revenue-generating programs and propose new programs not currently in place; 2) Hotel Occupancy Tax Review - analyze current HOT funding disbursement and make recommendations to maximize hotel occupancy in Garland; 3) Parks Condition Index (PCI) - incorporate a rating system to assist staff in communicating the condition of a park or facility, which will correspond to qualitative assessments already being completed in the master plan; 4) Sports League Field Demand Analysis - assess the current inventory of sports fields and the demand of those fields by the sports leagues; 5) Operations Assessment - review current staffing levels in department operations, volume of expected work, and customer satisfaction levels; 6) Special Events Assessment - review current and planned special events, guiding policies, standard procedures, revenue opportunities, staff coordination, event attendance, and existing satisfaction levels; 7) Increase of stakeholder meetings from 12 to 20 total; 8) School Student Workshop - include a public meeting of youth coordinated with the Garland Youth Council; 9) Level of Service Guidelines - increased scope of work in this item to include evaluation of sports fields demand by citizens and benchmarking to neighboring communities.

Evaluation:

A request for proposals was issued in accordance with Purchasing procedures. Four proposals were received and evaluated based on the published criteria of qualifications, experience, scope of services, and references. Brandstetter Carroll, Inc., received the highest evaluated score and was selected as the Most Qualified firm for this project. This project is being awarded as a Professional Service based on the qualifications of the firm rather than price.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Brandstetter Carroll, Inc.	All	\$174,000.00
TOTAL:		\$174,000.00

Basis for Award: Most Qualified

Purchase Requisition #: 39916

Fiscal Impact

Total Project/Account: \$1,987,353
Expended/Encumbered to Date: 1,087,538
Balance: 899,815
This Item: 174,000
Proposed Balance: \$725,815
Account #: 100-2112-7111

Fund/Dept/Project – Description and Comments:

General Fund / Parks, Recreation and Cultural Arts Department

This project is funded by the 2017-18 Operating Budget. Staff increased the Scope of Work from the original request for proposals due to additional needs identified by the department and, as a result, have increased the funding needs of the project by \$24,000 from the original budget. The department was able to accommodate the additional funding needs without an increase to the overall budget. On May 2, 2018, the Parks Board recommended approval of the consultant's agreement with the additional scope and associated fees.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget
Fiscal Year: 2017-18
Document Location: Page 254

Budget Director Approval: Ron Young
Approval Date: 05/29/2018

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 05/23/2018



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3.

Meeting Date: June 5, 2018

Item Title: Escrow Agreement with F. E. Concepts, L.L.C. for the Strike Reel Entertainment Center Development

Submitted By: Michael Polocek, Engineering Director

Summary of Request/Problem

At the May 14 Work Session, Council considered an Agreement with F. E. Concepts, L.L.C. (F E Concepts) to place in escrow their proportional share for the future improvement of Holford Road. The Garland Development Code (GDC), Section 3.47 (B) stipulates that the developer's share of improvements to a perimeter road is at minimum the equivalent of one-half of any adjacent street, along the entire front footage of the subdivision, depending upon the type of the abutting street as shown on the City's Major Thoroughfare Plan. The Engineering Department has analyzed the developer's proportional share attributed to the development and has determined the roadway improvements required by the City are justified. F. E. Concepts and the City have agreed, F. E. Concepts' proportional share for the Strike Reel Entertainment Center development is \$435,726.84.

Recommendation/Action Requested and Justification

Council is requested to approve by minute action, an Escrow Agreement with F. E. Concepts, L.L.C.

Attachments

Strike Reel Development Escrow Agreement

Engineer's Opinion of Probable Cost

Strike Reel Location Map

ESCROW AGREEMENT
(Holford Road-Entertainment Center)

THIS ESCROW AGREEMENT ("**Agreement**") is entered into by and between the CITY OF GARLAND, TEXAS, a home-rule municipality ("**Garland**"), and FE Concepts, LLC, a Texas limited liability company ("**Owner**"), also hereinafter referred to as the "Parties" and/or "Party".

RECITALS

WHEREAS, Owner owns 20.1655 acres of land, more or less, situated in the City of Garland, Dallas County, Texas and adjacent to Holford Road and State Highway 190, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein for all purposes ("**Property**"); and

WHEREAS, Holford Road is currently a twenty-foot wide asphalt road that does not meet current Garland Development Code standards ("**GDC**"); and

WHEREAS, Owner desires to commence development of the Property, in part as, an entertainment center which shall include an approximately 86,400 square foot building providing among other things, bowling, motion picture auditoriums and restaurant(s) to be known as "Strike Reel Entertainment Center" (the "**Entertainment Center Development Project**"); and

WHEREAS, the Parties agree that the impact of the Entertainment Center Development Project necessitates the improvement of Holford Road including that portion of Holford Road running along the Property's frontage ("**Road Project**"); and

WHEREAS, Garland has investigated and determined that it is not feasible for Owner to make the required improvements related to the Road Project pursuant to the GDC at the time Owner commences development of the Entertainment Center Development Project; and

WHEREAS, Owner has agreed to escrow an amount estimated to be the Property's Proportionate Share of Road Project Construction Costs (as hereinafter defined), and other costs as detailed in Section 3.49 of the GDC, in lieu of constructing or making the required improvements pursuant to the GDC at the time Owner develops the Property; and

WHEREAS, in consideration for Garland: (i) finally accepting each phase of the development of the Property upon completion, provided each phase of said project meets all ordinances, rules, regulations and requirements of Garland for final acceptance; and (ii) constructing the portion of the Road Project pursuant to the GDC, Owner shall place the Property's Proportionate Share of Road Project Construction Costs in escrow as hereinafter set forth; and

WHEREAS, Garland has investigated and determined that it would be advantageous and beneficial to Garland and its citizens to participate in the construction of the Road Project as provided herein.

NOW, THEREFORE, in consideration of the aforementioned recitals, which are fully incorporated as terms and conditions of this Agreement, and the following terms, representations, covenants, and conditions, Garland and Owner agree as follows:

1. Land Subject to Agreement. Owner represents it is the sole owner of the Property.

2. Commencement and Completion of Construction of the Road Project. Owner acknowledges and agrees that Garland: (i) has represented that it has no construction schedule for commencing or completing the Road Project; and (ii) shall in no way be liable for any damages, if any, which may be sustained by Owner, the Entertainment Center Development Project and/or the Property, resulting, in whole or in part, directly or indirectly, from Garland's failure to complete the construction of the Road Project by any certain date and/or as set forth in this Agreement.

3. Property's Proportionate Share of the Road Project. The Property's proportionate share of the Road Project which includes the following improvements: concrete paving, curb, subgrade, drainage, illumination, landscaping and irrigation, as more particularly described and depicted on Exhibit B, attached hereto and incorporated herein ("**Property's Proportionate Share of the Road Project**").

4. Construction of the Road Project. Garland, at a later date, will construct, or caused to be constructed, the Road Project. Owner has estimated the costs to construct the Property's Proportionate Share of the Road Project to be Four Hundred Thirty-Five Thousand Seven Hundred Twenty-Six and 84/100 Dollars (\$435,726.84), as more particularly set forth in Exhibit C, attached hereto and incorporated herein, for all purposes ("**Property's Proportionate Share of Road Project Construction Costs** ").

5. Owner's Payment of the Property's Proportionate Share of Road Project Construction Costs. Within fifteen (15) days of its execution of this Agreement, Owner will pay into an escrow account established by Garland, funds equal to the Property's Proportionate Share of Road Project Construction Costs ("**Escrow Funds**"). The Escrow Funds will be available to Garland for the construction costs associated with the Road Project, and Garland shall, in its sole discretion, be entitled to use, at any time, all or a portion of the Escrow Funds in connection with the construction of the Road Project. Garland shall further be entitled to, as its sole property, any and all interest earned on the Escrow Funds, and Owner hereby waives and relinquishes any and all rights or claim to interest earned thereon (if any).

6. Satisfaction of Owner's Responsibility under the GDC. Subject to the provisions of this Section 6, Garland agrees that Owner's payment of the Property's Proportionate Share of Road Project Construction Costs satisfies Owner's responsibility to improve Holford Road

under the GDC and other costs as detailed in Section 3.49 of the GDC, and agrees that neither Owner nor any future owner of the Property, or any portion thereof, will be required to pay any roadway or thoroughfare impact fees or similar charges assessed per the Roadway Impact Fee ordinance related to the portions of right-of-way included in the Road Project so long as future redevelopment or use of the Property, or any portion thereof, does not increase the impact on public infrastructure or services as compared to the Entertainment Center Development Project. For purposes of clarity, the Parties acknowledge that the Property's Proportionate Share of Road Project Construction Costs were calculated based upon the proposed development of approximately 12.3290 acres of the Property upon which the approximately 86,400 square foot building containing the "entertainment" activities is to be constructed. Development of the remaining 7.836 acres of the Property was not considered when determining the Property's estimated Proportionate Share of Road Project Construction Costs. Notwithstanding any other provision contained herein to the contrary, in the event Garland reasonably determines that as a result of the additional development of all or a portion of the remaining 7.836 acres of the Property the impact fee (as described above) owed by the Owner for the entire Property is in excess of the Property's Proportionate Share of the Construction Costs, the Owner shall owe Garland the difference between the two. Owner acknowledges and agrees that under no circumstance will any portion of the Escrow Funds be refunded to Owner even if, among other things, the actual costs to construct the Property's Proportionate Share of the Road Project is less than the Property's Proportionate Share of Road Project Construction Costs but can be used for impact fees resulting from development of the 7.836 acres.

7. Disclaimer and Waiver of Damages and Liability. (A) Owner acknowledges and agrees that Garland is not providing any guarantee, representation and/or warranty, and Garland hereby disclaims any guarantee, representation and/or warranty, of any work performed by Garland, its agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of the Road Project, in whole or in part.

(B) OWNER HEREBY RELEASES GARLAND, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE, IT MAY HAVE WITH REGARD TO THE CONSTRUCTION AND/OR COMPLETION OF THE ROAD PROJECT AND/OR ANY OTHER ACT AND/OR OMISSION RELATING, DIRECTLY OR INDIRECTLY, TO THE ROAD PROJECT, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT, EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARISE DUE TO, OR DAMAGES ARE CAUSED BY, SOLELY AND DIRECTLY, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GARLAND OR ITS AUTHORIZED AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS AND/OR DESIGNEES.

8. INDEMNIFICATION. (A) OWNER DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS GARLAND AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY

DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF OWNER, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES AND/OR ANY OTHER THIRD PARTY FOR WHOM OWNER IS LEGALLY RESPONSIBLE FOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM " CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GARLAND BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO OWNER'S PERFORMANCE OF THIS AGREEMENT, THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN OWNER, ITS EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, AS A RESULT OF THAT CONTRACTOR'S, SUBCONTRACTOR' S OR EMPLOYEE' S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH OWNER, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLI CY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. OWNER IS EXPRESSLY REQUIRED TO DEFEND GARLAND AGAINST ALL SUCH CLAIMS, AND GARLAND IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(B) IN ITS SOLE DISCRETION, GARLAND SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY GARLAND, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GARLAND IN WRITING. GARLAND RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GARLAND IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GARLAND IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND GARLAND OR AS A WAIVER OF OWNER' S OBLIGATION TO INDEMNIFY GARLAND PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN GARLAND-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GARLAND'S WRITTEN NOTICE THAT GARLAND IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GARLAND SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE

FOR ALL REASONABLE COSTS INCURRED BY GARLAND. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. PARTIES' ACKNOWLEDGEMENT OF GARLAND'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS, OWNER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

A. OWNER ACKNOWLEDGES AND AGREES THAT:

- (I) THE IMPROVEMENTS TO BE INSTALLED, CONSTRUCTED, DEDICATED AND/OR PROVIDED BY OWNER (IF ANY) AND/OR OWNER'S PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:
 - (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
 - (B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
 - (C) NUISANCE; AND/OR
 - (D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST GARLAND FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.
- (II) THE AMOUNT OF OWNER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH OWNER'S DEVELOPMENT PLACES ON GARLAND'S INFRASTRUCTURE, INCLUDING WITHOUT LIMITATION, THE DEVELOPMENT OF THE PROPERTY.
- (III) OWNER HEREBY RELEASES GARLAND FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAYBE AMENDED.
- (IV) OWNER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO GARLAND PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY OWNER FOR SUCH LAND, AND OWNER HEREBY WAIVES ANY

CLAIM THEREFORE THAT IT MAY HAVE. OWNER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY GARLAND RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON GARLAND'S INFRASTRUCTURE. OWNER AND GARLAND FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN DOLAN V. CITY OF TIGARD, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PRECEDENT IMPACT OF THE PUBLIC INFRASTRUCTURE. OWNER SHALL INDEMNIFY AND HOLD HARMLESS GARLAND FROM ANY CLAIMS AND SUITS OF PARTIES AFFILIATED WITH OWNER, INCLUDING BUT NOT LIMITED TO, OWNER'S PARTNERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, GRANTEEES AND/OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGRAPH.

- B. OWNER RELEASES, WAIVES AND SHALL HOLD GARLAND HARMLESS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS BROUGHT BY OWNER OR PARTIES AFFILIATED WITH OWNER.
- C. OWNER WAIVES AND RELEASES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST GARLAND AND SHALL INDEMNIFY AND HOLD GARLAND HARMLESS FOR ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION BROUGHT BY OWNER OR PARTIES AFFILIATED WITH OWNER.
- D. THIS SECTION 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the Property's Proportionate Share of the Road Project Construction Costs (as may be increased pursuant to Section 6 hereof) only. State and local law covering property taxes, utility rates and fees, park dedication, perimeter streets, pro rata fees, (other than impact

fees) and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Owner to Garland under any other state or local law whether now existing or in the future arising.

11. Default. In the event Owner fails to comply with any of the provisions of this Agreement within ten (10) business days after written notice thereof from Garland, Garland shall have the following remedies in addition to Garland's other rights and remedies, at law or in equity:

- A. to refuse to issue any and all building permits for the Property; and/or
- B. to, without notice or any other action of Garland, immediately revoke any and all building permits issued, and any construction and/or development of the Property shall immediately cease; and/or
- C. to file this instrument in the Land Records of Dallas County as a lien and/or encumbrance against Owner and/or the Property; and/or
- D. to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or
- E. to refuse to finally accept the Property and/or any portion thereof; and/or
- F. to immediately, without further notice to Owner, cease any and all design and/or construction of the Property's Proportionate Share of the Road Project; and/or
- G. to seek specific enforcement of this Agreement.

12. Continuity. This Agreement shall be a covenant running with the land and shall be binding upon Owner, its officers, directors, agents, representatives, employees, heirs, representatives, legatees, successors, assigns, grantees and/or trustees. In addition, the parties shall cause this Agreement to be filed in the Land Records of Dallas County.

13. Miscellaneous.

- A. Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Garland:
City of Garland
ATTN: Michael Polocek
PO Box 469002
Garland, Texas 75046
(telephone) 972-205-2170
(facsimile) 972-205-2675

If to Owner, to:
FE CONCEPTS, LLC
C/O Cinemark USA, Inc.
3900 Dallas Parkway
Plano, TX 75093
Attn: Real Estate Dept.
Phone: (972) 665-1000
Email: jjjostrand@cinemark.com

- B. Assignment. This Agreement is not assignable without the prior written consent of Garland, which consent shall not be unreasonably withheld, conditioned or delayed.
- C. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.
- D. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties.
- E. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas.
- F. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile or electronic signature will also be deemed to constitute an original if properly executed.
- G. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- H. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or

unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- I. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- J. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- K. Sovereign Immunity. The Parties agree that Garland has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- L. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- M. Vested Rights/Chapter 245 Waiver. The signatories hereto shall be subject to all provisions of State and Local law, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides Garland with fair notice of any project of Owner. OWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
- N. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Garland and Owner and/or its authorized representatives.
- O. Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to Garland under this Agreement shall be

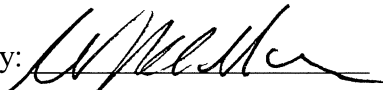
considered to have been relied upon by Garland and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by Garland or on Garland's behalf.

- P. References to Owner. "Owner" as used herein shall mean Owner and its successors and/or assigns.
- Q. Indemnification. The parties agree that the Indemnity provisions set forth in Paragraphs 7, 8, and 9 herein are conspicuous, and the parties have read and understood the same.
- R. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
- S. Effective Date. The "Effective Date" (herein so called) of this Agreement shall be the first date an original of this Agreement has been fully executed by both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

OWNER:

FE Concepts, LLC,
a Texas limited liability company,

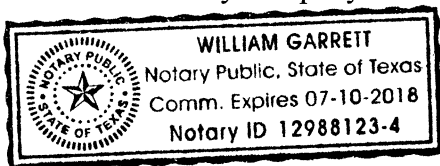
By: 
Name: W. Mark Moore

Title: Manager

Date Executed: April 25, 2018

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 25 day of April, 2018, by W. Mark Moore, as Manager of **FE Concepts, LLC**, a Texas limited liability company, on behalf of said limited liability company.





Notary Public, State of Texas

CITY OF GARLAND, TEXAS

By: _____

Bryan L. Bradford
City Manager, City of Garland, TX

Date Executed: _____

**STATE OF TEXAS
COUNTY OF DALLAS**

This instrument was acknowledged before me on the _____ day of _____, 2018, by Bryan L. Bradford, City Manager, on behalf of the City of Garland, a Texas home-rule municipality.

Notary Public, State of Texas

Approved as to Legal Form:

Brian C. England
Deputy City Attorney

By: _____

Bryan L. Bradford
City Manager, City of Garland, TX

Date Executed: _____

EXHIBIT A

LEGAL DESCRIPTION

TRACT 1 - (FEE SIMPLE)

20.1655 ACRES

BEING a tract of land situated in the P.H. Rice Survey, Abstract No. 1241, City of Garland, Dallas County, Texas and being part of a 36.497 acre tract of land described in Special Warranty Deed to Blankenstriker LTD., recorded in Instrument No. 201500269743, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a pk nail found at the intersection of the centerline of Holford Road (a variable width right-of-way) with the north right-of-way line of President George Bush Turnpike (S.H. 190 - a variable width right-of-way);

THENCE with said north right-of-way line, the following courses and distances to wit:

South 88°38'04" West, a distance of 55.11 feet to a TxDOT brass disk found;
South 1°27'48" East, a distance of 37.37 feet to a TxDOT brass disk found;
South 12°24'34" West, a distance of 97.36 feet to an "X" cut in concrete found;
South 67°11'53" West, a distance of 120.36 feet to an "X" cut in concrete found;
North 63°12'26" West, a distance of 164.82 feet to a TxDOT brass disk found;
North 59°18'22" West, a distance of 389.39 feet to a 1/2-inch iron rod found;
North 54°44'11" West, a distance of 780.91 feet to a TxDOT brass disk found at the southeast corner of a 3.58 acre tract of land described in Special Warranty Deed to F & L, L.L.P. recorded in Instrument No. 201300281265, Official Public Records, Dallas County, Texas;

THENCE departing said north right-of-way line and with the east line of said 3.58 acre tract, North 0°34'47" West, a distance of 245.45 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set and being the southwest corner of a 16.332 acre tract of land described in Special Warranty Deed to Digital Garland, LLC, recorded in Instrument No. 201700233603, Official Public Records, Dallas County, Texas;

THENCE leaving said east line and with the south line of said 16.332 acre tract, North 89°06'42" East, a distance of 1295.95 feet to a pk nail found in said centerline of Holford Road and being the southeast corner of said 16.332 acre tract,

THENCE with said centerline, South 0°52'13" East, a distance of 809.13 feet to the **POINT OF BEGINNING** and containing 20.1655 acres or 878,408 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER
SUITE 700
DALLAS, TEXAS 75240
PH. (972) 770-1300
dana.brown@kimley-horn.com



STRIKE + REEL
5902 GEORGE BUSH HIGHWAY
CITY OF GARLAND, TEXAS
CASE #: 171003-3

Kimley»Horn

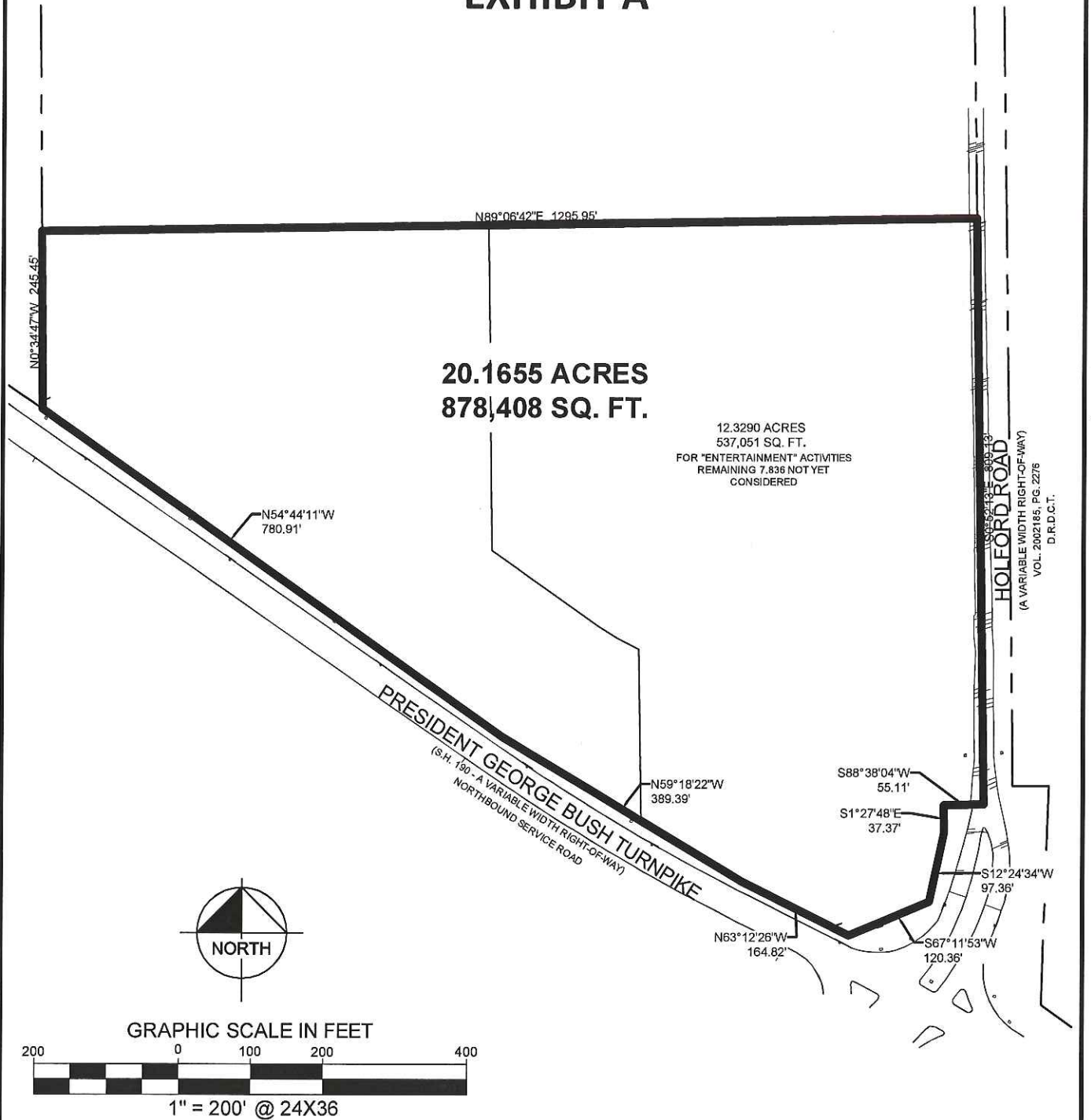
13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240

FIRM # 10115500

Tel. No. (972) 770-1300
Fax No. (972) 239-382

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JGM	DB	04/11/18	064505101	1 OF 2

EXHIBIT A



DANA BROWN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5336
 13455 NOEL ROAD
 TWO GALLERIA OFFICE TOWER
 SUITE 700
 DALLAS, TEXAS 75240
 PH. (972) 770-1300
 dana.brown@kimley-horn.com



STRIKE + REEL
 5902 GEORGE BUSH HIGHWAY
 CITY OF GARLAND, TEXAS
 CASE #: 171003-3

Kimley»Horn

13455 Noel Road, Two Galleria Office
 Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-130
 Fax No. (972) 239-382

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JGM	DB	04/11/18	064505101	2 OF 2

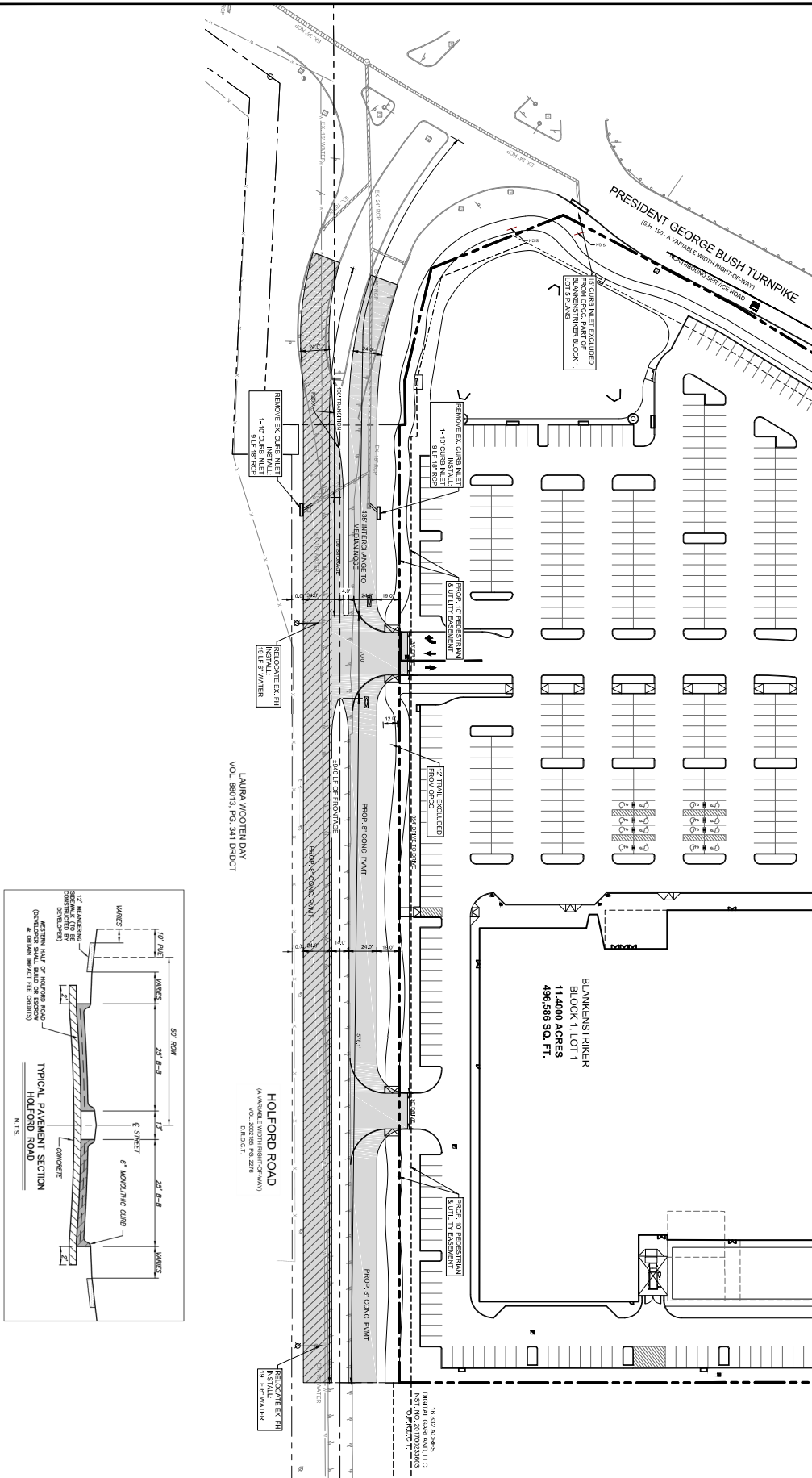
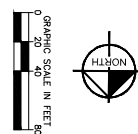


EXHIBIT B



CASE #: 171003-3

HOLFORD ROAD
CONCEPT EXHIBIT

STRIKE+REEL
BLOCK 1, LOT 1
902 GEORGE BUSH HIGHWAY
CITY OF GARLAND, TEXAS

PROJECT No.	064505101
DATE:	APRIL 2018
SCALE:	AS SHOWN
DESIGNED BY:	JGM
DRAWN BY:	ABG
CHECKED BY:	SES



Kimley»»Horn

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM E-328

No.	REVISIONS	DATE	BY



PRELIMINARY
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
FOR
HOLFORD ROAD
Grading, Paving, and Infrastructure Improvements
Adjacent to Lot 1, Block 1 Blankenstriker Addition

Site Plan: Holford Road Concept Exhibit, 4/9/18
Date Prepared: 4/9/2018
Prepared By: Andy Graham, EIT
Checked by: Jennifer Moore, P.E.
Kimley-Horn and Associates, Inc.

SUMMARY OF OPCC

Description	TOTAL OPCC COST
Storm Sewer	\$ 8,650
Water	\$ 4,606
Paving	\$ 566,340
Illumination (3% of Costs)	\$ 17,388
Landscape and Irrigation (4% of Costs)	\$ 23,184
Water and Sewer Minor Adjustment (3% of Costs)	\$ 17,388
2 Year Maintenance Bond for 10% (2% of Costs)	\$ 11,592
Survey, Design, materials testing (10% of Costs)	\$ 57,960
Contingency (20% of Costs)	\$ 115,919.20
Total	\$ 823,026
With Two Years of Inflation	871,453.67
Block 1, Lot 5 Share	\$ 435,726.84

GENERAL NOTES

1. OPCC includes exhibits, a list of notes/assumptions, and memorandums that must be used together. Exhibits include:

Description	Title
Exhibit 1	Holford Road Concept Exhibit dated April 5, 2018

Since Kimley-Horn & Associates, Inc., has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the costs herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn and Associates, Inc., cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions of costs shown herein. The total costs and other numbers in this OPCC have not been rounded. This practice of not rounding is not intended to reflect or imply a level of certainty with respect to accuracy of the amount.

Summary of Assumptions and Notes

Holford Road

Preliminary Engineer's Opinion of Probable Construction Costs

Overall Opinion of Probable Costs (OPCC) Assumptions and Notes

1. Permitting fees, general conditions, geotechnical engineering/testing, etc. are not included in this OPCC.
2. Limited design has been completed. All line sizes, pavement widths, anticipated improvements, and quantities are preliminary and are subject to change based on final engineering design and approval of construction plans by the City of Garland.
3. A 20% Contingency is included in this OPCC.
4. Per City of Garland instruction, this OPCC uses an annual inflation rate of 2.90% for 2 years per ENR Historical Cost Index.
5. Costs shown are for civil improvements and some limited landscaping.
6. No trails, irrigation, special paving, or private amenities are included in this OPCC.
7. Phasing of construction was not accounted for in this OPCC.
8. All civil design will be subject only to City of Garland design standards and processes.
9. Electrical or other franchise utility costs of design/construction/fees are not included in this OPCC.
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Street Improvement Assumptions

1. Holford is planned as a type C2 per the current City Master Thoroughfare Plan. Pavement cost for Holford Road were prepared per the pavement section in the Gramercy Park Development Agreement.
2. Mass grading is not included in street sections.
3. Cost assumes the full Holford Road street section will be built per City of Garland Technical Standards Manual, Section 8: Thoroughfare Design Requirements for 940 feet along the property's frontage. Existing street is substandard. A cost for storm drain in Holford Road is assumed, but this was not studied and therefore will need to be confirmed later.
4. A 12' trail is being built along the west side of Holford with the development of the entertainment center. Cost for a new sidewalk on this side was not included in this OPCC.

Drainage Assumptions

1. This OPCC assumes that the main storm sewer collector in Holford will remain and that only inlets will need to be replaced along with connecting pipe.

Water & Sanitary Sewer Assumptions

1. There is an existing 16" water line on the east side of the existing Holford Road. It is assumed that this line will remain and cost for replacing this line was not included in this OPCC.
2. Existing two fire hydrants are priced as relocations.
3. This OPCC assumes that no sanitary sewer will be constructed in Holford.

STORM SEWER

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
18" RCP	18	L.F.	\$ 50.00	\$ 900
10' Curb Inlet	2	EA.	\$ 3,500.00	\$ 7,000
Connect to Ex. Pipe	2	EA.	\$ 375.00	\$ 750
Subtotal				\$ 8,650

Storm Sewer Total **\$ 8,650**

WATER

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
6" PVC Water (Type C900 DR-18)	38	L.F.	\$ 35.00	\$ 1,330
Remove and Relocate Ex. Fire Hydrants	2	EA.	\$ 1,600.00	\$ 3,200
Testing (Water Pressure & Chlorination)	38	L.F.	\$ 1.00	\$ 38
Trench Safety Plan	38	L.F.	\$ 1.00	\$ 38
Subtotal				\$ 4,606

Water Total **\$ 4,606**

PAVING (HOLFORD ROAD)

Assume 940 Total LF of Typical Holford Road Section (100')
50 Roadway Paving (feet) 18 lbs. lime material per SY
13 Sodded median (feet) 36 lbs. cement per SY
37 Parkway (feet) 7 Sodded parkway (feet)

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
8" 3,600 PSI Rein. Conc. (Roads)	5545	S.Y.	\$ 48.00	\$ 266,160.00
6" Lime and Cement Subgrade	6380	S.Y.	\$ 5.00	\$ 31,900.00
6" Conc. Curb and Gutter	3660	L.F.	\$ 10.00	\$ 36,600.00
Lime Material	58	TON	\$ 180.00	\$ 10,440.00
Cement Material	115	TON	\$ 210.00	\$ 24,150.00
Earthwork (assume 2.5' average depth)	15950	C.Y.	\$ 3.00	\$ 47,850.00
Pavement Markings and Signage	940	L.F.	\$ 12.00	\$ 11,280.00
ROW Prep	940	L.F.	\$ 22.00	\$ 20,680.00
Sod in Parkway and Median	1515	S.Y.	\$ 36.00	\$ 54,540.00
Demolition of Existing Asphalt	2837	S.Y.	\$ 20.00	\$ 56,740.00
Erosion Control Measures	1	LS	\$ 6,000.00	\$ 6,000.00
Subtotal				\$ 566,340.00

Paving Total **\$ 566,340**



PRELIMINARY
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
FOR
HOLFORD ROAD
Grading, Paving, and Infrastructure Improvements
Adjacent to Lot 1, Block 1 Blankenstriker Addition

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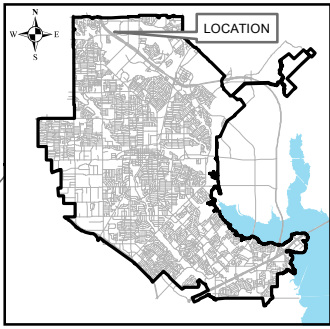
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Subtotal				\$ 566,340.00

Paving Total **\$ 566,340**



CAMPBELL RD

HOLFORD RD

FERRIS RD

PGB TOLL

**STRIKE REEL
ENTERTAINMENT
CENTER**

**HOLFORD RD
LIMITS OF AGREEMENT**

HOLFORD RD



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

4.

Meeting Date: June 5, 2018

Item Title: Sale of Property - 713 Meadowcreek Court

Submitted By: Corey Worsham, Tax Administrator

Summary of Request/Problem

At the May 14, 2018 City Council Work Session, Council was briefed on the potential sale of property at 713 Meadowcreek Court. The City of Garland has received an unsolicited offer from Mr. Marco A. Garcia related to the purchase of City owned property obtained through a 2015 Sheriff's Sale. Mr. Garcia has presented an offer of \$20,000 for the property. The purchaser has also agreed to pay the post-judgment taxes at closing. The post-judgment taxes will be approximately \$808.74 bringing the total amount paid at closing cost to approximately \$20,808.74. The City of Garland will receive sale proceeds of \$1,500 for maintenance, \$3,147.40 in taxes and \$2,592.96 in abatement liens.

Recommendation/Action Requested and Justification

Staff recommends that the City Council accept the offer and sell the property to Mr. Garcia. This property has been held by the City of Garland since 2015 and pursuant to Section 34.05 of the Texas Property Tax Code it may be resold to a private entity with approval of the governing body.

Attachments

713 Meadowcreek - Offer

713 Meadowcreek - Resolution

713 Meadowcreek - Deed

713 Meadowcreek - Map and Picture



J. DOUGLAS BURNSIDE
Attorney at Law
1919 S. Shiloh Rd, Ste 310, LB 40
Garland, Texas 75042
p: 972-278-8282
f: 972-278-8222
w: www.pbfcml.com

April 17, 2018

Mr. Corey Worsham
Tax Assessor/Collector
City of Garland
217 N. 5th Street
Garland, Texas 75040

Via electronic-mail

Re: Offer from Marco A. Garcia to purchase
713 Meadowcreek Court, Garland, Texas

Dear Mr. Worsham:

Marco A. Garcia has offered to purchase 713 Meadowcreek Court, Garland, Texas (LOT 7, BLOCK 1, MEADOWCREEK COURT ADDITION, aka 713 MEADOWCREEK COURT, CITY OF GARLAND, TEXAS AS RECORDED IN VOLUME 2001050, PAGE 6746, OF THE DALLAS COUNTY DEED RECORDS) for \$20,000.00. In addition to that amount, all post-judgment taxes for the years 2014-2015 will be paid at closing. The total amount of post-judgment taxes will be approximately \$808.74 of which the City of Garland will receive approximately \$258.55.

This property was sold at a Sheriff's Sale on January 6, 2015 pursuant to delinquent tax collection suit number TX13-40216 combined with TX11-40892. There were no bidders and the property was struck off to the City of Garland for itself and on behalf of the other taxing jurisdictions. The property was struck off for the assessed value in the judgment, \$20,000.00.

The property's most recent value according to the Appraisal District is \$20,000.00. The total judgment amount was \$61,236.23, which includes taxes, penalties and interest, abatement liens, demolition liens, civil penalties liens and costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code, City reimbursement for post-sale maintenance, court costs and costs of sale must be paid first out of the proceeds of a resale. Those expenses and costs total \$7,709.23. The remainder would be distributed to the taxing jurisdictions pro-rata up to their tax judgment amount and a distribution for abatement liens. A breakdown of amounts each taxing entity will receive is enclosed.

Because the sale price is equal to the assessed value of the property in the Judgment, this sale meets the criteria of §34.05(h) and does not require the consent of the other taxing units in the Judgment.

If the City decides to accept this offer, enclosed for execution is a Special Warranty Deed our office prepared for this resale. When the Deed is executed, please return it to me so that I may finalize the transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Douglas Burnside", is written over a light gray rectangular background.

J. Douglas Burnside

Enclosure

Re-sale Disbursement Worksheet

CAD Acct #:	26333450010070000
Property address:	713 Meadowcreek Court
Cause No.:	TX13-40216 combined with TX11-40892
Judgment Date:	June 13, 2014
Sheriff's Sale Date:	January 6, 2015
Judgment amount:	GISD 2010-2013 taxes \$4,408.75 (47.5%)
	City 2010-2013 taxes \$2,579.33 (27.8%)
	County 2010-2013 taxes \$2,295.68 (24.7%)
Total Judgment for Taxes:	\$9,283.76
City Abatement Liens:	\$4,637.62
City of Garland Demolition Lien:	\$10,491.84
City of Garland Civil Penalties Lien:	\$31,251.61
Court costs:	\$3,851.67
Sheriff's fees for sale:	\$1,251.56
Publication fees for sheriff's sale, paid by lawfirm:	\$406.00
Total Costs:	\$5,509.23

Checks to be disbursed as follows:

1.	Dallas County District Clerk	\$3,851.67
2.	Dallas County Sheriff	\$1,251.56
3.	Perdue Brandon Fielder Collins & Mott, LLP	\$406.00
4.	City of Garland (administrative fee)	\$1,500.00
5.	City of Garland (Pro-rata Judgment tax year distribution)	\$2,888.85
6.	Garland ISD (Pro-rata Judgment tax year distribution)	\$4,937.80
7.	John Ames, Dallas County Tax Assessor (Pro-rata Judgment tax year distribution)	\$2,571.16
8.	City of Garland (Abatement Liens)	\$2,592.96
	TOTAL	\$20,000.00

Post Judgment Distribution:

8.	City of Garland (Post Judgment tax year distribution)	\$258.55
9.	Garland ISD (Post Judgment tax year distribution)	\$441.18
10.	John Ames, Dallas County Tax Assessor (Post Judgment tax year distribution)	\$109.01
	TOTAL Post Judgment Distribution	\$808.74
	TOTAL Distribution	\$20,808.74

RESOLUTION NO. _____

A RESOLUTION AGREEING TO THE SALE OF CERTAIN PROPERTY LOCATED WITHIN THE CITY OF GARLAND AND OWNED BY TAXING AUTHORITIES INCLUDING THE CITY OF GARLAND AS THE RESULT OF A TAX SALE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, taxing entities including the City of Garland, Texas, have become owners of certain real property by virtue of a foreclosure sale conducted pursuant to an order of the 134th Judicial District Court of Dallas County, Texas in cause number TX13-40216, and

WHEREAS, it is to the benefit of all taxing entities that the property ultimately be returned to the tax rolls

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

Section 1

That City agrees to the sale of certain real property being:

LOT 7, BLOCK 1, MEADOWCREEK COURT ADDITION, aka 713 MEADOWCREEK COURT, CITY OF GARLAND, TEXAS AS RECORDED IN VOLUME 2001050, PAGE 6746, OF THE DALLAS COUNTY DEED RECORDS

Section 2

That the Mayor is hereby authorized to execute a deed without warranty in the form and substance of that attached hereto as Exhibit "A".

Section 3

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

PASSED AND APPROVED this the ____ day of _____, 2018.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

DEED WITHOUT WARRANTY

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

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Marco A. Garcia, 2503 Oates Drive, Dallas, TX 75228** ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain lot, tract, or parcel of land, commonly known as **713 Meadowcreek Court**, situated in the City of Garland, County of Dallas, State of Texas, to wit:

**LOT 7, BLOCK 1, MEADOWCREEK COURT ADDITION, aka
713 MEADOWCREEK COURT, CITY OF GARLAND, TEXAS
AS RECORDED IN VOLUME 2001050, PAGE 6746, OF THE
DALLAS COUNTY DEED RECORDS (the "Property").**

This Deed Without Warranty is subject to:

- (i) any and all visible and apparent easements and encroachments, whether of record or not;
- (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;
- (iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;
- (iv) rights of parties in possession; and
- (v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

THIS DEED 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 STATUTE.

The intent of this Deed Without Warranty is to transfer the Property foreclosed on by the Grantor taxing jurisdictions in Cause TX13-40216 COMBINED WITH TX11-40892 in the 134th Judicial District Court, Dallas County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

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

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 201_.

GRANTOR:

CITY OF GARLAND, a Texas home-rule
municipality

By: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the _____ day of _____, 201_, by _____, in his capacity as Mayor of the City of Garland.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

713 Meadowcreek Court Picture and Map





GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

5.

Meeting Date: June 5, 2018

Item Title: Consider an ordinance approving the sale of Certificates of Obligation, Series 2018 to fund a portion of the 2018 Adopted CIP

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

At the April 2, 2018 Work Session, Council considered authorizing the sale of Certificates of Obligation in an amount of approximately \$33.8 million to fund a portion of the 2018 Capital Improvement Program (CIP) and pay related issuance costs of approximately \$150,000.

Recommendation/Action Requested and Justification

By ordinance approve the sale of Certificates of Obligation, Series 2018 to fund a portion of the 2018 Adopted CIP.

Attachments

Combination Tax and Revenue Certificates of Obligation Series 2018 Draft Ordinance

ORDINANCE NO. ____

AN ORDINANCE authorizing the issuance of "CITY OF GARLAND, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's Water and Sewer System; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement, and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, notice of the City Council's (the "Council") intention to issue certificates of obligation in the maximum principal amount not to exceed \$33,800,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, equipping and improving municipal park and recreation facilities, library facilities, municipal landfill/transfer station facilities, fleet services facilities, the Firewheel Golf Park and information management services systems, (ii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor, (iii) acquiring public safety, environmental waste services, Firewheel Golf Park, stormwater maintenance and street department equipment, (iv) acquiring, constructing, renovating, improving and equipping existing municipal buildings, including HVAC replacement upgrade, roof replacement and safety upgrades, (v) constructing drainage improvements, including bridge remediation, (vi) constructing and equipping facilities for the City's economic development department and (vii) professional services rendered in connection therewith, has been duly published in *The Dallas Morning News*, a newspaper of general circulation in the City of Garland, Texas on April 15, 2018 and April 22, 2018; and

WHEREAS, the Council met on May 15, 2018 and announced at the meeting that the consideration on the ordinance authorizing the certificates of obligation described in the aforesaid notice would be delayed to the June 5, 2018 meeting of the Council; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified voters of the City, has been presented to or filed with the City Secretary on or prior to the date of the passage of this Ordinance; and

WHEREAS, the Council hereby finds and determines that \$_____ in total principal amount of the certificates of obligation described in such notice should be authorized at this time; now, therefore,

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

SECTION 1: Authorization, Designation, Principal Amount, Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____, to be designated and bear the title "CITY OF GARLAND, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to

be incurred for: (i) constructing, equipping and improving municipal park and recreation facilities, library facilities, municipal landfill/transfer station facilities, fleet services facilities, the Firewheel Golf Park and information management services systems, (ii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor, (iii) acquiring public safety, environmental waste services, Firewheel Golf Park, stormwater maintenance and street department equipment, (iv) acquiring, constructing, renovating, improving and equipping existing municipal buildings, including HVAC replacement upgrade, roof replacement and safety upgrades, (v) constructing drainage improvements, including bridge remediation, (vi) constructing and equipping facilities for the City's economic development department and (vii) professional services rendered in connection therewith, pursuant to authority conferred by, and in conformity with, the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Certificate Date. The Certificates are issuable in fully registered form only; shall be dated June 1, 2018 (the "Certificate Date"); and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rates in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		

The Certificates shall bear interest on the unpaid principal amounts from the date of their delivery to the initial purchasers at the rate(s) per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable each February 15 and August 15, commencing February 15, 2019, until maturity or prior redemption.

SECTION 3: Payment of Certificates - Paying Agent/Registrar. The principal of, premium, if any, and interest on the Certificates due and payable by reason of maturity or otherwise shall be payable without exchange or collection charges to the registered owner thereof, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of ZB, National Association dba Amegy Bank, Houston, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed and the City agrees and covenants to cause to be kept and maintained at the offices in Plano, Texas of the Paying Agent/Registrar, books and records (the "Security Register") for the registration, payment, and transfer of the Certificates, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe; and the Mayor or Mayor Pro Tem and City Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution, or other entity duly qualified and legally authorized to act as and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each registered owner of the Certificates by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Both principal of, premium, if any, and interest on the Certificates, due and payable by reason of maturity, shall be payable only to the registered owners of the Certificates (hereinafter referred to as the "Holder" or "Holders") appearing on the Security Register and, to the extent permitted by law, neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or upon prior redemption thereof, only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in Salt Lake City, Utah, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding the interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent by United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer 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 which is not such a Saturday, Sunday, legal holiday, or day when 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.

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 fifteen (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 Holder appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after February 15, 2029, shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2028, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(b) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(c) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether or not received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then

applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

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

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. A Security Register relating to the registration, payment, and transfer or exchange of the Certificates shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each Holder of the Certificates issued under and pursuant to the provisions of this Ordinance. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon the surrender for transfer of any Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Certificates surrendered for exchange upon the surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or

exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any Certificate registered and delivered pursuant to Section 22 hereof in lieu of a mutilated, lost, destroyed, or stolen Certificate, which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in this Ordinance relating to the payment and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representations from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement") relating to the Certificates.

Pursuant to the Depository Agreement and the rules of DTC the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Beneficial Owners of the Certificates to cause Certificates to be printed in definitive form and provide for appropriate Certificate certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, Certificates in definitive form shall be assigned, transferred and exchanged on the appropriate Security Register maintained by the Paying Agent/Registrar, and payment of such Certificates shall be made in accordance with the provisions hereof other than this Section.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signatures of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly

executed on behalf of the City, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser(s), and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially as set forth in the form of the Initial Certificate provided in Section 9(b), manually executed by the Comptroller of Public Accounts of the State of Texas or his or her duly authorized agent, or a certificate of registration substantially as set forth in the form of the definitive Certificates provided in Section 9(c), manually executed by an authorized officer, employee, or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered, and delivered.

SECTION 8: Initial Certificate. The Certificates herein authorized shall be initially issued as a single fully registered Certificate in the total principal amount as provided in Section 1 hereof with the principal amount to become due and payable as provided in Section 2 hereof and numbered T-1 (hereinafter referred to as the "Initial Certificate") and the Initial Certificate shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas, and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturity, principal amounts, and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) **Forms Generally.** The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Registration of the Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on any insured Certificates and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or be determined by the officers executing such Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, typewritten, engraved or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution thereof, but the Initial Certificate submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

The City may provide (i) for issuance of one fully registered Certificate for the Stated Maturity in the aggregate principal amount of such Stated Maturity and (ii) for registration of such Certificate in the name of a securities depository, or the nominee thereof. While any Certificate is registered in the name of a securities depository or its nominee, references herein and in the Certificates to the holder or owner of such Certificate shall mean the securities depository or its nominee and shall not mean any other person.

(b) Form of Initial Certificate.

REGISTERED
NO. T-1

PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF GARLAND, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2018

Certificate Date: June 1, 2018

Registered Owner: CITIGROUP GLOBAL MARKETS INC.

Principal Amount: _____ MILLION _____ HUNDRED _____ THOUSAND DOLLARS

The City of Garland (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Dallas, Collin and Rockwall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated, on February 15 in each of the years and in principal installments in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-------------	-----------------------------------	--------------------------

(Information to be inserted from Section 2 hereof)

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest, computed on the basis of a 360-day year of twelve 30-day months, on the unpaid principal amounts hereof from the date of delivery to the initial purchasers at the per annum rates of interest specified above; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2019, until maturity or prior redemption. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by ZB, National Association dba Amegy Bank, Houston, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in Salt Lake City, Utah, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the

address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer 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 which is not such a Saturday, Sunday, legal holiday, or day when 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. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is issued in the aggregate principal amount of \$_____ for the purpose of paying contractual obligations to be incurred for (i) constructing, equipping and improving municipal park and recreation facilities, library facilities, municipal landfill/transfer station facilities, fleet services facilities, the Firewheel Golf Park and information management services systems, (ii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor, (iii) acquiring public safety, environmental waste services, Firewheel Golf Park, stormwater maintenance and street department equipment, (iv) acquiring, constructing, renovating, improving and equipping existing municipal buildings, including HVAC replacement upgrade, roof replacement and safety upgrades, (v) constructing drainage improvements, including bridge remediation, (vi) constructing and equipping facilities for the City's economic development department and (vii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the governing body of the City (hereinafter referred to as the "Ordinance").

The Certificates maturing on and after February 15, 2029, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2028, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States mail, first class postage prepaid, to the Registered Owners of the Certificates to be redeemed and subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations

provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

This Certificate is payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and is additionally payable from and secured by a lien on and limited pledge of \$1,000 of the Net Revenues of the City's Water and Sewer System (the "System"), such lien and pledge, however, being junior and subordinate to the lien on and pledge of the Net Revenues securing the payment of the Prior Lien Obligations (identified and defined in the Ordinance) and the Subordinate Lien Bonds (identified and defined in the Ordinance). In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions, or restrictions as may be applicable thereto under law or otherwise and additional certificates equally and ratably secured with the Certificates by a parity lien on and pledge of the Net Revenues.

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 Registered Owner by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of this Certificate; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on this Certificate; the nature, extent, and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate is deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register 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 Registered Owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates 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, may treat the Registered Owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to the payment of the interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to the payment of the principal hereof at its Stated Maturity or upon its prior redemption, 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 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 fifteen (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 Registered Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City 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 Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a limited pledge of and lien on the Net Revenues of the System as aforesated. In case any provision in this Certificate 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. The terms and provisions of this Certificate and the Ordinance 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 Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF GARLAND, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(City Seal)

REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

)
)
)

REGISTER NO. _____

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Certificate in every particular.

(c) Form of Definitive Certificates.

REGISTERED
NO. R- ____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF GARLAND, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2018

Certificate Date:
June 1, 2018

Interest Rate:
_____ %

Stated Maturity:
February 15, 20____

CUSIP No.:

Registered Owner:

Principal Amount:

DOLLARS

The City of Garland (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Dallas, Collin and Rockwall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount stated above and to pay interest on the unpaid Principal Amount stated above from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the from the date of delivery to the initial purchasers) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15, commencing February 15, 2019, until maturity or prior redemption. Principal of this Certificate shall be payable at its Stated Maturity or on a redemption date to the Registered Owner hereof upon presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest shall be payable to the Registered Owner of this Certificate (or of one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding the interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner, recorded in the Security Register or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer 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 which is not such a Saturday, Sunday, legal holiday, or day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located 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. All payments of principal of, premium, if any, and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for: (i) constructing, equipping and improving municipal park and recreation facilities, library facilities, municipal landfill/transfer station facilities, fleet services facilities, the Firewheel Golf Park and information management services systems, (ii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor, (iii) acquiring public safety, environmental waste services,

Firewheel Golf Park, stormwater maintenance and street department equipment, (iv) acquiring, constructing, renovating, improving and equipping existing municipal buildings, including HVAC replacement upgrade, roof replacement and safety upgrades, (v) constructing drainage improvements, including bridge remediation, (vi) constructing and equipping facilities for the City's economic development department and (vii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the governing body of the City (hereinafter referred to as the "Ordinance").

The Certificates maturing on and after February 15, 2029, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2028, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States mail, first class postage prepaid, to the Registered Owners of the Certificates to be redeemed and subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and are additionally payable

from and secured by a lien on and limited pledge of \$1,000 of the Net Revenues of the City's Water and Sewer System (the "System"), such lien and pledge, however, being junior and subordinate to the lien on and pledge of the Net Revenues securing the payment of the Prior Lien Obligations (identified and defined in the Ordinance) and the Subordinate Lien Bonds (identified and defined in the Ordinance). In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions, or restrictions as may be applicable thereto under law or otherwise and additional certificates equally and ratably secured with the Certificates by a parity lien on and pledge of the Net Revenues.

Reference is hereby made to the Ordinance, a copy of which is on file at the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature, extent, and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register 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 Registered Owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates 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, may treat the Registered Owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to the payment of the interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to the payment of the principal hereof at its Stated Maturity, 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 the event of a non-payment 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 fifteen (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 Registered Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the

State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City 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 Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a limited pledge of and lien on the Net Revenues of the System as aforesated. In case any provision in this Certificate 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. The terms and provisions of this Certificate and the Ordinance 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 Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF GARLAND, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(City Seal)

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the Certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar located in Salt Lake City, Utah, is the "Designated Payment/Transfer Office" for this Certificate.

ZB, NATIONAL ASSOCIATION dba AMEGY BANK,
Houston, Texas, Paying Agent/Registrar

By: _____
Authorized Signature

Registered this date:

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Certificate in every particular.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appear herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Certificates" shall mean combination tax and revenue certificates of obligation hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, or any similar law hereafter enacted, and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues on a parity with and of equal dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificates" shall mean the "City of Garland, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2018" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the annual financial accounting period used with respect to the System now ending on September 30th of each year; provided, however, the Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes and to be consistent with the ordinances authorizing the Prior Lien Obligations.

(f) The term "Government Securities" 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 of America, including obligations unconditionally guaranteed or insured by an agency or instrumentality of the United States of America 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 Certificates under the then applicable laws of the State of Texas.

(g) The term "Maintenance and Operating Expenses" shall mean all current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining "Net Revenues". Depreciation charges shall not be considered Maintenance and Operating Expenses. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods, services, or facilities for the System to the extent authorized by law and the provisions of such contract.

(h) The term "Net Revenues" shall mean, with respect to any period, all income, revenues, and receipts received from the operation and ownership of the System less Maintenance and Operating Expenses of the System during such period.

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

(1) those Certificates theretofore canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 24 hereof by the irrevocable deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Government Securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and for which (i) replacement Certificates have been registered and delivered in lieu thereof or (ii) have been paid, all as provided in Section 22 hereof.

(j) The term "Prior Lien Obligations" shall mean all bonds or other obligations now outstanding and hereafter issued that are payable from and secured by a lien on and pledge of all or any part of the Net Revenues of the System, including but not limited to, the unpaid bonds of the following issues or series designated "City of Garland, Texas, Water and Sewer System Revenue Bonds," further identified by Series, Date, and Original Principal Amount as follows:

<u>SERIES</u>	<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>
2009	05-15-2009	\$18,090,000
2010	04-15-2010	\$21,270,000
2011	06-15-2011	\$19,205,000
2011A	11-01-2011	\$30,150,000
2012	06-01-2012	\$ 8,415,000

and (i) all bonds hereafter issued to refund any part of the aforesaid bonds or other obligations listed in this definition if the same are made payable from and secured by a lien on and pledge of the Net Revenues of the System and (ii) any obligations hereafter issued on a parity (insofar as the revenues of the System are concerned) with such Prior Lien Obligations or refunding bonds issued to refund such obligations if the same are made payable from and secured by a lien on and pledge of the Net Revenues of the System.

(k) The term "Subordinate Lien Bonds" shall mean all bonds or other obligations now outstanding and hereafter issued that are payable from and secured by a lien on and pledge of the Net Revenues of the System that is subordinate to the lien on and pledge of the Net Revenues of the System securing the Prior Lien Obligations, including but not limited to, the unpaid bonds of the following issues or series as follows:

- (i) "City of Garland, Texas, Water and Sewer System Revenue Refunding and Improvement Bonds, New Series 2014," dated June 1, 2014;
- (ii) "City of Garland, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2016", dated November 15, 2016;
- (iii) "City of Garland, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2017", dated May 15, 2017; and
- (iv) "City of Garland, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2018", dated May 15, 2018 (authorized May 15, 2018 and scheduled to close June 12, 2018).

(l) The term "System" shall mean the City's combined Water and Sewer System, including all present and future additions, extensions, replacements, and improvements thereto.

SECTION 11: Certificate Fund. The City covenants that for the purpose of paying the interest on and providing a sinking fund for the payment and retirement of the Certificates, there shall be and is hereby created a special Fund to be designated "Special 2018 Combination Tax and Revenue Certificate of Obligation Fund" (hereinafter, the "Certificate Fund") which Certificate Fund shall be kept and maintained at the City's depository bank, and moneys deposited in the Certificate Fund shall be used for no other purpose. The Mayor, Mayor Pro Tem, City Manager, Finance Director and City Secretary of the City, individually or jointly, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund (on or prior to a principal and/or interest payment date) an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a

manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The City hereby covenants and agrees that subject to the prior lien on and pledge of the Net Revenues to the payment and security of

the Prior Lien Obligations and the Subordinate Lien Bonds, the Net Revenues of the System in the amount of \$1,000 are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates, and the pledge of Net Revenues herein made for the payment of the Certificates shall constitute a lien on the Net Revenues until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease, all in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Certificates 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 Certificates 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 Holders of the Certificates 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 14: System Fund. The City hereby covenants and agrees that all revenues derived from the operation and ownership of the System shall be kept separate and apart from all other funds, accounts, and moneys of the City, and shall be deposited as collected into the "Water and Sewer System Fund" (heretofore created in conjunction with the issuance of the outstanding Prior Lien Obligations and hereinafter called the "System Fund"). All moneys deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper Maintenance and Operating Expenses of the System as defined herein or required by statute to be a first charge on and claim against the revenues of the System.

Second: To the payment of all amounts required to be deposited in any special funds created and established for the payment, security, and benefit of any Prior Lien Obligations in accordance with the terms and provisions of any ordinance authorizing the issuance of any Prior Lien Obligations.

Third: To the payment of all amounts required to be deposited in any special funds created and established for the payment, security, and benefit of any Subordinate Lien Bonds in accordance with the terms and provisions of any ordinance authorizing the issuance of any Subordinate Lien Bonds.

Fourth: To the payment of the amounts required to be deposited in the special funds and accounts created and established for the payment of the Certificates (the Certificate Fund) and Additional Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. The City hereby covenants and agrees to cause to be deposited in the Certificate Fund the amount required to fully pay the interest and

principal then due and payable on the Certificates, such deposits to pay maturing principal and accrued interest on the Certificates to be made on or before the 15th day of each August and February, beginning February 15, 2019.

The deposits to be made to the Certificate Fund, as hereinabove provided, shall be made until such time as such Fund contains an amount equal to pay the principal of and interest and premium, if any, on the Certificates to maturity. Premium, if any (to the extent it is not used to finance the projects described in Section 1), received from the Purchasers (hereinafter defined) shall be deposited to the Certificate Fund and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates may be taken into consideration and utilized to reduce the amount of the deposits otherwise required to be deposited in the Certificate Fund from the Net Revenues of the System. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund (or another fund created for the payment of any Certificates), and the amounts deposited to the Certificate Fund shall reduce the sums otherwise required to be deposited in said Certificate Fund from ad valorem taxes and the Net Revenues.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, any Holder 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.

SECTION 18: Special Covenants. The City hereby covenants as follows:

(i) That it has the lawful power to pledge the Net Revenues supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing under Texas Local Government Code, Sections 271.041 271.063, as amended, and Texas Government Code, Chapter 1502, as amended.

(ii) That other than for the payment of the outstanding Prior Lien Obligations, outstanding Subordinate Lien Bonds and the Certificates, the Net Revenues are not in any manner pledged to the payment of any debt or obligation of the City or of the System.

(iii) That, as long as any Certificates or any interest thereon remain Outstanding and the pledge of the Net Revenues has not been fully satisfied, the City will

not sell, lease, or encumber the System or any substantial part thereof, provided that this covenant 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.

(iv) The City recognizes that the purchasers and owners of the Certificates will have accepted them on, and paid therefor a price which reflects, the understanding that interest thereon is excludable from federal income taxation under laws in force at the time the Certificates shall have been delivered. In this connection the City covenants to take no action or fail to take any action, which action or failure to act may render the interest on any of such Certificates subject to federal income taxation, particularly pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), nor shall the City take any action or fail to take any action, which action or failure to act, would have the effect of causing the income derived by the City from the System to become subject to federal income taxation in the hands of the City, whether or not provision shall have been made for the payment of such Certificates.

SECTION 19: Issuance of Prior Lien Obligations and Additional Certificates. The City hereby expressly reserves the right to hereafter issue Subordinate Lien Bonds, without limitation as to principal amount but subject to any terms, conditions, or restrictions applicable thereto under law or otherwise, and, also reserves the right to issue Additional Certificates payable from and secured by a lien on and pledge of the Net Revenues of equal rank and dignity, and on a parity in all respects, with the lien thereon and pledge thereof securing the payment of the Certificates.

It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in any ordinance authorizing the issuance any Prior Lien Obligations or any Subordinate Lien Bonds, and to the extent of any irreconcilable conflict between the provisions contained herein and in any ordinance authorizing the issuance of any Prior Lien Obligations or any Subordinate Lien Bonds, the provisions, agreements, and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of any Prior Lien Obligations or any Subordinate Lien Bonds.

SECTION 20: Sale of the Certificates - Approval of Purchase Agreement and Official Statement. The Certificates authorized by this Ordinance are hereby sold by the City to Citigroup Global Markets Inc., Piper Jaffray & Co. and Raymond James & Associates, Inc. (collectively, the "Purchasers") in accordance with the Purchase Agreement, dated June 5, 2018, substantially in the form attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, and the City has determined and does determine that the terms of such Purchase Agreement are in the City's best interests. The Mayor or Mayor Pro Tem are hereby authorized and directed to execute said Purchase Agreement for and on behalf of the City and as the act and deed of the Council, and in regard to the approval and execution of the Purchase Agreement, the Council hereby finds, determines, and declares that the representations, warranties, and agreements of the City contained therein are true and correct in all material respects and shall be honored and performed by the City.

Furthermore, the use of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in

all respects. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Finance Director or City Secretary, any one or more of said officials), shall be and is hereby in all respects approved. The City hereby finds that the information and data contained in said Official Statement, dated June 5, 2018, pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted which are necessary to make the statements contained in the Official Statement, in light of the circumstances under which they were made, not misleading. The use of such Official Statement in the reoffering of the Certificates by the Purchasers is hereby approved and authorized.

The Purchasers are hereby authorized to use and distribute said final Official Statement in the reoffering, sale and delivery of the Certificates to the public. The Mayor or Mayor Pro Tem and City Secretary are further authorized and directed to cause to be delivered for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such final Official Statement shall be deemed to be approved by the Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 21: Cancellation. All Certificates surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 22: Mutilated, Destroyed, Lost, and Stolen Certificates. If (a) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (b) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 23: Covenants to Maintain Tax-Exempt Status of Interest on the Certificates.

(a) **Definitions.** When used in this Section, the following terms shall have the following meanings:

“Closing Date” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) **Not to Cause Interest to Become Taxable.** The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption

from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(2) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, the general fund, or other appropriate fund or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(3) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager and Finance Director, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 24: Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such pledge

of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (a) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (b) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates for which such moneys were deposited and are held in trust to pay, shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 25: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and in Section 36 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders owning a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, 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 Certificates, reduce the principal amount thereof, or 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 Certificates, (b) give any preference to any Certificate over any other Certificate, or (c) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 26: Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and

supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

SECTION 27: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 28: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, Bond Counsel to the City, approving such Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Certificates. A true and correct reproduction of said opinion or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Certificates.

SECTION 29: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 30: 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 Holders, 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 Holders.

SECTION 31: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 32: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 33: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 34: 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 35: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551 of the Texas Government Code, as amended.

SECTION 36: Continuing Disclosure Undertaking.

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2018, financial information and operating data with respect to the City of the general type of information contained in Tables 1 through 5 and 7 through 14 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2018, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

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 document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

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 Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)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 (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. 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 Certificates within the meaning of the Rule, except that the City in any event will give the notice required by Subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, 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 Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE 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.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, 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 Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders 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 Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. 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 Section 36(b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 37: Proceeds of Sale. The proceeds of sale of the Certificates, excluding amounts to pay costs of issuance, shall be deposited in a fund maintained at a depository bank of the City and used to finance the projects described in Section 1. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including specifically guaranteed investment contracts permitted in Texas Government Code, Section 2256.015, et seq., and any investment earnings realized may be expended for

such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the Council. Any investment earnings remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund. The premium received from the Purchasers (to the extent it is not used to finance the projects described in Section 1 hereof) will be applied to the payment of the costs of issuing the Certificates. Any surplus proceeds of sale may be deposited to the Certificate Fund or to another fund created for the payment of any Certificates.

SECTION 38: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Finance Director and City Secretary 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 on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Certificates. In addition, prior to the delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Finance Director or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in this Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 40: Incorporation of Findings and Determinations. The findings and determinations of the Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 41: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally]

PASSED AND APPROVED, this June 5, 2018.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of June 5, 2018 (this "Agreement"), by and between ZB, National Association dba Amegy Bank, a national banking association organized and existing under the laws of the United States of America and authorized to transact business in the State of Texas (the "Bank") and the City of Garland, Texas (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Garland, Texas Combination Tax and Revenue Certificates of Obligation, Series 2018" (the "Securities"), such Securities scheduled to be delivered to the initial purchasers thereof on or about June 26, 2018; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Authorizing Document".

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

ZB, National Association dba Amegy Bank
One South Main Street, 17th Floor
Salt Lake City, UT 84133

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register – Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office and at the Bank's office shown on the signature page hereof books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank, and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register, provided the Bank is not prohibited from providing such notice.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in

a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, and in the event the Bank has the capability to comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls, the Bank will comply with the "Operational Arrangements".

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature pages hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 No Boycott of Israel. To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, the Bank hereby verifies that the Bank is a company which does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "company" and "boycott Israel" have the meanings ascribed to such terms by Chapter 808 of the Texas Government Code.

Section 6.13 Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, to the extent applicable to this Agreement, the Bank represents that it is not a company (as defined in Section 2270.0001(2), Texas Government Code) which is on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 2270.0201 or 2252.153, Texas Government Code.

Section 6.14 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ZB, NATIONAL ASSOCIATION DBA AMEGY BANK

By: _____

Title: _____

Attest:

Address: 1801 Main Street, Suite 850
Houston, Texas 77002

Title: _____

[signature page to Paying Agent/Registrar Agreement]

CITY OF GARLAND, TEXAS

By: _____
Mayor

Address: 200 North Fifth Street
Garland, Texas 75040

Attest:

City Secretary

[signature page to Paying Agent/Registrar Agreement]

ANNEX A
TO PAYING AGENT/REGISTRAR AGREEMENT

BANK'S FEES AND CHARGES



Paying Agent and Registrar

Schedule of Fees

**City of Garland Combination Tax and Revenue Certificates of
Obligations, Series 2018**

Acceptance Fee:

WAIVED

Covers document review, acceptance and set-up of the Paying Agent account. One time fee payable at closing.

Annual Administration Fee:

\$400.00

To administer the account per terms of the agreement including maintenance, disbursement of principal and interest payments and other matters detailed in the agreement. (Payable at closing and on each anniversary date thereafter without pro-ration.)

Out of pocket:

At Cost

Amegy Bank's philosophy is for our quoted fees to be all inclusive, where possible. We will not charge for customary expenses incurred in the ordinary administration of accounts but will bill at cost for out-of-pocket charges such as DTC charges, travel for closings, publications, or legal costs incurred as required or authorized during the acceptance and administration of the trust, etc. Overnight delivery charges will be billed at \$15/minimum or at cost if over \$15.00. Periodic tenders, sinking fund, optional or extraordinary call redemptions will be assessed an additional \$250.00 per event.

Extraordinary:

By Appraisal

Performance of any extraordinary service(s) or incurring extraordinary expenses, such as, but not limited to, those in connection with any default, account resignation, special tax reporting or legal counsel charges, will be billed in addition to the stated per annum fees.

EXHIBIT B
PURCHASE AGREEMENT

\$ _____
CITY OF GARLAND, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2018

PURCHASE AGREEMENT

June 5, 2018

Mayor and City Council
City of Garland, Texas
P.O. Box 469002
Garland, Texas 75046

Ladies and Gentlemen:

The undersigned, Citigroup Global Markets Inc. (hereinafter sometimes called the “Representative”), acting on its own behalf and on behalf of the other underwriters listed on Schedule I hereto (the Representative and such other underwriters being collectively called the “Underwriters”), and not acting as a fiduciary or agent for you, offers to enter into the following agreement (the “Agreement”) with the City of Garland, Texas (“Issuer”) which, upon the Issuer’s written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer’s written acceptance hereof on or before 10:00 p.m., Central time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Ordinance (as defined herein) or in the Official Statement (as defined herein). The Representative represents and warrants to the Issuer that it has been duly authorized to act on behalf of itself and the other Underwriters to enter into this Agreement and to take all actions, on behalf of the Underwriters, required or contemplated to be performed by the Underwriters under this Agreement.

1. ***Purchase and Sale of the Certificates.*** Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer’s Combination Tax and Revenue Certificates of Obligation, Series 2018 (the “Certificates”).

The Certificates are secured under the provisions of an ordinance authorizing their issuance and sale (the “Ordinance”) adopted by the City Council of the Issuer (the “City Council”) on June 5, 2018. The Certificates shall be dated, shall be in the aggregate principal

amount, shall have the maturities, shall bear interest from the dates and at the rates, shall be subject to redemption, and shall have the characteristics and terms as set forth in Schedule II attached hereto.

The purchase price for the Certificates shall be \$_____ (representing \$_____.00 original principal amount of the Certificates, plus a premium on the Certificates of \$_____ less an underwriting discount of \$_____) with no accrued interest.

Delivered to the Issuer herewith as a good faith deposit is a corporate check of the Representative payable to the order of the Issuer in the amount of \$307,900. In the event the Issuer accepts this Agreement, such check shall be held by the Issuer as security for the performance of the Underwriters of their obligation to purchase, accept delivery of and pay for the Certificates under this Agreement. Such check shall be held uncashed by the Issuer until the time of Closing, at which time such check shall be returned uncashed to the Representative. In the event that the Issuer does not accept this Agreement, such check will be immediately returned to the Representative. Should the Issuer fail to deliver the Certificates at the Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of, and pay for the Certificates, as set forth in this Agreement (unless waived by the Representative), or should such obligations of the Underwriters be terminated for any reason permitted by this Agreement, such check shall immediately be returned to the Representative. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of, and pay for the Certificates at the Closing as herein provided, such check shall be cashed and the amount thereof retained by the Issuer as and for fully liquidated damages, and not as a penalty for such failure of the Underwriters and for any defaults hereunder on the part of the Underwriters. Acceptance of such check by the Issuer shall constitute a full release and discharge of all claims and damages for such failure and/or any and all such defaults, and the Issuer shall have no further action for damages, specific performance, or any other legal or equitable relief against the Underwriters. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this Agreement shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters. The Representative hereby agrees not to stop payment on the check, or cause payment on the check to be stopped, unless the Issuer has breached any of the terms of this Agreement.

Each Underwriter represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof. Accordingly, the Underwriters are not required to file a Certificate of Interested Parties Form 1295.

2. *Public Offering and Establishment of Issue Price of the Certificates.*

(a) Public Offering. The Underwriters agree to make a bona fide public offering of all of the Certificates and will, at or before Closing, execute and deliver to Norton Rose Fulbright

US LLP, Dallas, Texas (“Bond Counsel”), an issue price certificate for the Certificates, prepared by Bond Counsel, and in accordance with paragraph (b) below (the “Issue Price Certificate”).

(b) Establishment of Issue Price of the Certificates. Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Certificates apply:

(1) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Certificates and shall execute and deliver to the Issuer at Closing an Issue Price Certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates. All actions to be taken by the Issuer under this section to establish the issue price of the Certificates may be taken on behalf of the Issuer by the Issuer’s municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.

(2) Except as otherwise set forth in Schedule II attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Certificates (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Representative shall report to the Issuer the price or prices at which the Underwriters have sold to the public each maturity of Certificates.

(3) The Representative confirms that the Underwriters have offered the Certificates to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule II attached hereto, except as otherwise set forth therein.

Schedule II also sets forth, as of the date of this Agreement, the maturities, if any, of the Certificates for which the 10% test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agree (1) that the Representative will retain all unsold Certificates of each maturity for which the 10% test has not been satisfied and not allocate any such Certificates to any other Underwriter and (2) that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Representative will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the Issuer when the Underwriters have sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Certificates.

(4) The Representative confirms that:

- (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

- (ii) any agreement among underwriters relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the

unsold Certificates of each maturity allotted to it until it is notified by the Representative or the underwriter that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the underwriter and as set forth in the related pricing wires.

(5) The Underwriters acknowledge that sales of any Certificates to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public),

(iii) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

3. ***The Official Statement.***

(a) The Issuer previously has delivered copies of the Preliminary Official Statement dated May 29, 2018 (the “Preliminary Official Statement”), to the Underwriters in a “designated electronic format,” as defined in the Municipal Securities Rulemaking Board’s (“MSRB”) Rule G-32 (“Rule G-32”). The Issuer will prepare or cause to be prepared a final Official Statement relating to the Certificates, which will be (1) dated the date of this Agreement, (2) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (the “Rule”), (3) substantially in the form of the most recent version of the Preliminary

Official Statement provided to the Representative before the execution hereof with only such changes permitted by the Rule and (4) in both a “designated electronic format” consistent with the requirements of Rule G–32 and in a printed format. Such final Official Statement, including the cover page thereto, all exhibits, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Certificates, is herein referred to as the “Official Statement.” Until the Official Statement has been prepared and is available for distribution, the Issuer shall make the Preliminary Official Statement available in order to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared for use by the Underwriters in connection with the public offering, sale and distribution (in an electronic format) of the Certificates. The Issuer hereby represents and warrants that the Preliminary Official Statement was “deemed final” by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

(c) The Issuer represents that it has reviewed and approved the information in the Preliminary Official Statement and the Issuer hereby authorizes the distribution and use of the Official Statement, and the information therein contained, by the Underwriters in connection with the public offering and the sale of the Certificates. The Issuer ratifies and consents to the distribution and use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Certificates. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer’s acceptance of this Agreement (but, in any event, not later than within seven business days after the Issuer’s acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriters (i) in a “designated electronic format” consistent with the requirements of Rule G–32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB. The Issuer hereby confirms that it does not object to the distribution of the Preliminary Official Statement or the Official Statement in electronic form.

(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the “end of the underwriting period” for the Certificates), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time reasonably request), and if, in the reasonable opinion of the Representative, such fact or event

requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any representation, warranty or covenant made herein, or any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may deem reasonably necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(e) The Representative hereby agrees to timely file, or cause to be filed, the Official Statement (and any amendment or supplement to the Official Statement prepared in accordance with Section 3(d) above) with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access System) or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filing referred to in clause (i) above). Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

(f) To the knowledge and belief of the Issuer, the Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Certificates.

4. ***Representations, Warranties, and Covenants of the Issuer.*** The Issuer hereby represents and warrants to and covenants with the Underwriters that on the date hereof and on the date of Closing:

(a) The Issuer is a municipal corporation, a political subdivision of the State of Texas (the "State") and a body politic and corporate, duly created, organized and existing under the Constitution and general laws of the State. The Issuer has full legal right, power, and authority pursuant to the Constitution and general laws of the State, including, subchapter C of Chapter 271, Texas Local Government Code, as amended (collectively, the "Act") and at the date of the Closing will have full legal right, power and authority under the Act and the Ordinance (i) to adopt the Ordinance and to enter into, execute and deliver this Agreement, and the Undertaking (as defined in Section 6(i)(3) hereof), and all documents required under the Ordinance, this Agreement, or the Undertaking to be executed and delivered by the Issuer (this Agreement, the Ordinance, and the Undertaking and the other documents referred to in this clause are hereinafter

referred to as the “Issuer Documents”), (ii) to sell, issue and deliver the Certificates to the Underwriters as provided herein, and (iii) to carry out and consummate the transactions described in the Issuer Documents and the Official Statement, and the Issuer has complied, and will be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions.

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Ordinance and the issuance and sale of the Certificates, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Certificates and the Issuer Documents, (iii) the approval, distribution and use of the Preliminary Official Statement and the approval, execution, distribution and use of the Official Statement for use by the Underwriters in connection with the public offering of the Certificates and (iv) the consummation by it of all other transactions described in the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement.

(c) This Agreement constitutes a legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions, and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; the other Issuer Documents, when duly executed and delivered, will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; the Certificates, when issued, delivered and paid for, in accordance with the Ordinance and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Ordinance and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions, and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights. Upon the issuance, authentication and delivery of the Certificates as aforesaid, the Ordinance will provide for the benefit of the holders of the Certificates, the legally valid and binding pledge of ad valorem taxes and net revenues of the City’s waterworks and sewer system and the lien it purports to create as set forth in the Ordinance, being the pledge to levy, assess and collect an annual ad valorem tax, within the limits prescribed by law, upon all taxable property within the boundaries of the Issuer, and a limited pledge of the net revenues of the City’s waterworks and sewer system.

(d) The Issuer is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Certificates or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject, and no event which would have a material and adverse effect upon the business or financial condition of the Issuer has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the

foregoing; and the execution and delivery of the Certificates and the Issuer Documents and the adoption of the Ordinance and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Certificates or under the terms of any such law, regulation or instrument, except as provided by the Certificates and the Ordinance.

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the approval or adoption, as applicable, of the Issuer Documents, the issuance of the Certificates or the due performance by the Issuer of its obligations under the Issuer Documents, and the Certificates, have been duly obtained, except for (i) the approval of the Certificates by the Attorney General of the State of Texas (and the registration of the Certificates by the Comptroller of Public Accounts of the State of Texas); and (ii) for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Certificates.

(f) The Certificates and the Ordinance conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the caption "THE CERTIFICATES"; the proceeds of the sale of the Certificates will be applied generally as described in the Preliminary Official Statement and the Official Statement under the subcaption "THE CERTIFICATES – Sources and Uses of Certificate Proceeds"; and the Undertaking conforms to the description thereof contained in the Preliminary Official Statement and the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION."

(g) Except to the extent disclosed in the Preliminary Official Statement and the Official Statement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer: (i) affecting the existence of the Issuer or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or the collection of ad valorem taxes or net revenues of the City's waterworks and sewer system pledged to the payment of principal of and interest on the Certificates pursuant to the Ordinance, (iii) in any way contesting or affecting the validity or enforceability of the Certificates or the Issuer Documents, (iv) contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the Issuer or any authority for the issuance of the Certificates, the adoption of the Ordinance or the execution and delivery of the Issuer Documents, nor, to the knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates or the Issuer Documents.

(h) The Preliminary Official Statement, as of its date and as of the date of this Agreement, did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which made, not misleading.

(k) The Issuer has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the Certificates as provided in and subject to all of the terms and provisions of the Ordinance and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Certificates.

(l) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriters, at no expense to the Issuer, as the Representative may reasonably request (A) to (y) qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (z) determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Certificates (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the Issuer of any written notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(m) The financial statements of, and other financial information regarding the Issuer in the Preliminary Official Statement and in the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. The financial statements of the Issuer have been prepared in accordance with generally accepted accounting principles consistently applied, and except as noted in the Preliminary Official Statement and in the Official Statement, the other historical financial information set forth in the Preliminary Official Statement and in the Official Statement has been presented on a basis consistent with that of the Issuer's audited financial statements included in the Preliminary

Official Statement and in the Official Statement. Prior to the Closing, the Issuer will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. Except as described in the Preliminary Official Statement and in the Official Statement, the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer would have a material adverse effect on the financial condition of the Issuer.

(n) Prior to the earlier of (i) receipt of notice from the Underwriters pursuant to Section 5(e) hereof that Final Official Statements are no longer required under the Rule or (ii) 25 days after the Closing, the Issuer shall provide the Representative with such information regarding its current financial condition and ongoing operations as the Issuer shall deem material and such other information concerning the Issuer as the Representative may reasonably request.

(o) Prior to the Closing, the Issuer will not offer or issue any bonds, notes, or other obligations for borrowed money or incur any material liabilities (except in the ordinary course of business), direct or contingent, payable from or secured by any ad valorem taxes which will secure the Certificates without the prior approval of the Representative.

(p) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

(q) The Issuer covenants that between the date hereof and the Closing it will take no actions which will cause the representations and warranties made in this Section to be untrue as of Closing.

(r) The Issuer, to the extent heretofore requested by the Representative, has delivered to the Representative true, correct, complete, and legible copies of all information, applications, reports, or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Certificates or to any municipal bond insurance company for the purpose of obtaining a commitment to issue a municipal bond insurance policy insuring payment of the principal or and interest on the Certificates and, in each instance, true, correct, complete, and legible copies of all correspondence or other communications relating, directly or indirectly, thereto.

(s) Except as disclosed in the Preliminary Official Statement and the Official Statement, the Issuer has complied with all undertakings made by it specified in paragraph (b)(5)(i) of Rule 15c2-12 within the last five years.

5. Closing.

(a) At 10:00 a.m. Central time, on June 26, 2018, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative (the "Closing"), the Issuer will, subject to the terms and conditions hereof, deliver to the Representative the initial Certificate registered in the name of the Representative, in temporary form, together with the other documents hereinafter mentioned, and will have available for immediate exchange

definitive Certificates duly executed and authenticated in the form and manner described below, and the Representative will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Certificates, as set forth in and in accordance with the provisions of Section 1 of this Agreement, in immediately available funds by federal funds wire transfer to or for the account of the Issuer (such events being referred to herein as the “Closing”). Payment for the Certificates as aforesaid shall be made at the offices of the Paying Agent/Registrar, or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

(b) Delivery of the Certificates in definitive form shall be made through the facilities of DTC’s book-entry-only system. The definitive Certificates shall be delivered in fully registered form, bearing CUSIP numbers without coupons, with one Certificate for each maturity of the Certificates and registered in the name of Cede & Co., as nominee of DTC, all as provided in the Ordinance, and shall be made available to the Representative at least one business day before the Closing for purposes of inspection. Unless otherwise agreed to by the Representative, the Certificates will be delivered under DTC’s FAST delivery system.

6. **Closing Conditions.** The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters’ obligations under this Agreement to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing.

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

(c) At the time of the Closing, (i) the Issuer Documents and the Certificates shall be in full force and effect and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and Underwriters’ Counsel to deliver their respective opinions referred to hereafter.

(d) At or prior to the Closing, all official action of the Issuer relating to the Certificates and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented.

(e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the reasonable judgment of the Representative, is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Certificates on the terms and in the manner described in the Official Statement.

(f) The Issuer shall not have been in default with respect to the timely payment of principal or interest when due on any of its outstanding obligations for borrowed money.

(g) Except as described in the Preliminary Official Statement and the Official Statement, no suit, action, investigation, or legal or administrative proceeding shall be threatened or pending before any court or governmental agency which is likely to result in the restraint, prohibition, or the obtaining of damages or other relief in connection with the issuance of the Certificates or the consummation of the transactions described herein, or which, in the reasonable judgment of the Representative, would have a materially adverse effect on the transactions described herein.

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Agreement shall be reasonably satisfactory in legal form and effect to the Representative, Bond Counsel and counsel to the Underwriters.

(i) At or prior to the Closing, the Representative shall have received one copy of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, in (i) a “designated electronic format” that meets the requirements of Rule G-32 and (ii) in a printed format;

(2) The Ordinance certified by the City Secretary under the Issuer’s seal as having been duly adopted by the Issuer and as being in effect with such supplements or amendments as may have been agreed to by the Representative;

(3) The Continuing Disclosure Undertaking (the “Undertaking”) of the Issuer which satisfies the requirements of section (b)(5)(i) of the Rule, which Undertaking may be included in the Ordinance;

(4) A copy of an opinion or certificate, dated on or prior to the date of Closing, of the Attorney General of the State of Texas approving the Certificates as required by law and a copy of the registration certificate of the Comptroller of Public Accounts of the State of Texas;

(5) The approving opinion of Bond Counsel with respect to the Certificates, in substantially the form attached to the Official Statement;

(6) A supplemental opinion of Bond Counsel addressed to the Underwriters, substantially to the effect that:

(i) the Issuer has duly adopted and enacted the Ordinance, and the Ordinance is in full force and effect;

(ii) the Certificates are exempted securities under the Securities Act of 1933, as amended (the “1933 Act”), and the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”) and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act or to qualify the Ordinance under the Trust Indenture Act; and

(iii) except to the extent noted in the Preliminary Official Statement and the Official Statement, such firm has not assumed any responsibility with respect to the Preliminary Official Statement or the Official Statement or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information under the captions “THE CERTIFICATES” (exclusive of the subcaptions, “Sources and Uses of Certificate Proceeds,” “Book-Entry-Only System” and “Certificateholders’ Remedies”), “TAX MATTERS” and “CONTINUING DISCLOSURE OF INFORMATION” (exclusive of the subcaption “Compliance with Prior Undertakings”) and the subcaptions “Legal Opinions” (except for the last sentence of the first paragraph thereof) “Registration and Qualification of Bonds for Sale” and “Legal Investments and Eligibility to Secure Public Funds in Texas” under the caption “OTHER INFORMATION” in the Preliminary Official Statement and the Official Statement and such firm is of the opinion that the information relating to the Certificates and the legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Certificates, such information conforms to the Ordinance;

(7) An opinion, dated the date of the Closing and addressed to the Underwriters, of Counsel for the Underwriters in such form as agreed to between the Representative and Counsel to the Underwriters;

(8) A certificate, dated the date of Closing, signed by the Mayor and City Manager of the Issuer or other officials of the Issuer acceptable to the Representative to the effect that (i) the representations and warranties of the Issuer contained herein or in any certificate or document delivered by the Issuer pursuant to the provisions hereof are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) except as disclosed in the Preliminary Official Statement and the Official Statement, no litigation, action, suit or proceeding against the Issuer is pending or, to their knowledge, threatened in any court or administrative body nor, to its knowledge, is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Certificates or the Issuer Documents, (d) contest in any way the accuracy, completeness or fairness of the Preliminary Official Statement or the Official Statement, or (e) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from levying or collecting the ad valorem taxes or net revenues of the City’s waterworks and

sewer system pledged, to pay the principal of and interest on the Certificates, or the pledge thereof; (iii) the official actions of the Issuer authorizing the execution, delivery and/or performance of the Preliminary Official Statement, the Official Statement, the Certificates and Issuer Documents have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed; (iv) to their knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in the light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in Preliminary Official Statement, as of its date and through the date of this Agreement and the Official Statement, as of its date and as of the date of Closing, was and is correct and does not and did not, contain any untrue statement of a fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (v) insofar as the descriptions and statements including financial data, of or pertaining to entities, other than the Issuer, and their activities contained in the Preliminary Official Statement and the Official Statement are concerned, such statements and data have been obtained from sources which the Issuer believes to be reliable and the Issuer has no reason to believe that they are untrue; and (vi) there has not been any materially adverse change in the financial condition of the Issuer since September 30, 2017, the latest date as of which audited financial information is available;

(9) A certificate of the Issuer in form and substance satisfactory to Bond Counsel setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Certificates will be used in a manner that would cause the Certificates to be “arbitrage bonds” or “private activity bonds” within the meaning of Section 148 and 141, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code;

(10) Evidence in a form acceptable to the Representative that S&P Global Ratings, a division of S&P Global Inc. and Fitch Ratings, Inc. have assigned ratings of “AA+” and “AAA” respectively, to the Certificates, without regard to credit enhancement, and that such ratings are in effect as of the date of Closing; and

(11) Such additional legal opinions, certificates, instruments and other documents as the Representative, Bond Counsel or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer’s representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions

hereof if, but only if, they are in form and substance reasonably satisfactory to the Representative.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 1 (with respect to the Good Faith Check), 4, 8 and 10 hereof shall continue in full force and effect.

Prior to the execution of this Agreement, the Representative received a copy of the Ordinance which contains the Undertaking, and the Representative has reviewed the Undertaking as set forth in the Ordinance.

7. **Termination.** The Representative shall have the right to terminate the Underwriters' obligation under this Agreement to purchase, to accept delivery of and to pay for the Certificates if, after the execution hereof and prior to the Closing, the market price or marketability of the Certificates or the ability of the Underwriters to enforce contracts for the sale of the Certificates shall be materially adversely affected in the reasonable judgment of the Representative by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Certificates, or the interest on the Certificates as described in the Preliminary Official Statement or the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein.

(b) Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Certificates, including any or all underlying arrangements, as contemplated

hereby or by the Preliminary Official Statement or the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect.

(c) Any state blue sky or securities commission or other governmental agency or body in a state in which fifteen percent (15%) or more of the Certificates have been sold all have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto, provided that such withholding or stop order is not due to the malfeasance, misfeasance or nonfeasance of the Underwriters.

(d) A general suspension of trading in securities on the New York Stock Exchange or any other national securities exchange, the establishment of minimum or maximum prices on any such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange.

(e) A general banking moratorium declared by federal, State of New York, or the State of Texas officials authorized to do so.

(f) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Certificates or as to obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters.

(g) Any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon), or the validity or enforceability of the levy of ad valorem taxes pledged to pay principal of and interest on the Certificates.

(h) Any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) There shall have occurred since the date of this Agreement any material adverse change in the affairs or financial condition of the Issuer, except for changes which the Preliminary Official Statement and the Official Statement discloses are expected to occur.

(j) There shall have occurred (i) any new material outbreak of hostilities (including, without limitation, an act of terrorism), (ii) the escalation of hostilities existing prior to the date hereof or (iii) any other extraordinary event, material national or international calamity or crisis, or any material adverse change in the financial, political or economic conditions affecting the United States or the Issuer.

(k) Any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement.

(l) There shall have occurred any downgrading or published negative credit watch or similar published information from a rating agency that at the date of this Agreement has published a rating (or has been asked to furnish a rating on the Certificates) on any of the Issuer's debt obligations that are secured in a like manner as the Certificates, which action occurs after the date of this Agreement and reflects a change or possible change, in the ratings accorded any such obligations of the Issuer (including any rating to be accorded the Certificates).

(m) A material disruption in securities settlement, payment or clearance services shall have occurred and shall be continuing on the Closing Date.

(n) A decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Certificates, including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Certificates, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the 1933 Act, the Securities Exchange Act of 1934 and the Trust Indenture Act.

(o) The purchase of and payment for the Certificates by the Underwriters, or the resale of the Certificates by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission and such prohibition shall occur subsequent to the date hereof, and is not the result of the Underwriters' acts or failure to act.

8. Expenses.

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Certificates; (ii) the fees and disbursements of Bond Counsel and the Financial Advisor to the Issuer; (iii) the fees and disbursements of any other engineers, accountants, and other experts, consultants, or advisers retained by the Issuer; (iv) the fees for ratings of the Certificates; (v) the costs of preparing, printing, and mailing the Preliminary Official Statement and the Official Statement; (vi) the fees and expenses of the Paying Agent/Registrar; (vii) the fees of the Texas Attorney General; (viii) advertising expenses (except any advertising expenses of the Underwriters as set forth below); (ix) the out-of-pocket, miscellaneous and closing expenses, including the cost of food, lodging and travel, of the officers of the Issuer; and (x) any other expenses mutually agreed to by the Issuer and the Representative to be reasonably considered expenses of the Issuer which are incident to the transactions described herein. Notwithstanding that such fees are solely the legal obligation of the Underwriters, the Issuer acknowledges that the Underwriters will pay from the Underwriters' expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a non-profit corporation whose

purpose it is to collect, maintain and distribute information relating to issuing entities of municipal securities. An employee of the Representative and of Raymond James & Associates, Inc., one of the Underwriters, serves on the Board of Trustees of the Municipal Advisory Council of Texas.

(b) The Underwriters shall pay (from the expense allocation of the underwriting discount) (i) the cost of preparation and printing of this Agreement and the Blue Sky Survey and Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Certificates; and (iii) all other expenses incurred by the Underwriters in connection with the public offering of the Certificates, including the fees and disbursements of counsel retained by the Underwriters.

9. **Notices.** Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing at the address of the Issuer listed above, Attention: City Manager, and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to Citigroup Global Markets Inc., 100 Citibank Dr., Building 2, San Antonio, Texas 78245, Attention: Mario Carrasco.

10. **Parties in Interest.** This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations and warranties contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Certificates pursuant to this Agreement, and (iii) any termination of this Agreement.

11. **Effectiveness.** This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

12. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

13. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. **Business Day.** For purposes of this Agreement, "business day" means any day on which commercial banks in New York, New York are open for business.

15. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

17. **No Personal Liability.** None of the members of the City Council, nor any officer, agent, or employee of the Issuer, shall be charged personally by any Underwriter with any liability, or be held liable to any Underwriter under any term or provision of this Agreement, or because of execution or attempted executing, or because of any breach or attempted or alleged breach, of the Agreement.

18. **Status of the Underwriters.** (a) The Issuer acknowledges and agrees that (i) the primary role of the Underwriters, as underwriters, is to purchase securities for resale to investors in an arm's length transaction between the Issuer and the Underwriters; (ii) the Underwriters, as underwriters, have financial and other interests that differ from those of the Issuer; (iii) the Underwriters are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided or are currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; (v) the Underwriters have provided to the Issuer prior disclosures under Rule G-17 of the MSRB, which have been received by the Issuer and (vi) the Issuer has consulted its own financial, municipal, legal, accounting, tax and/or other advisors, as applicable, to the extent it deems appropriate. The Issuer has a municipal advisor in this transaction.

(b) [To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, the Representative, on behalf of the Underwriters, verifies that except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, the Underwriters (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Underwriters) do not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit contractual relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(c) As of the date hereof, the Representative, on behalf of the Underwriters, represents that, to the extent this Agreement constitutes a "governmental contract" within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required or permitted by or under applicable federal law, neither any of the

Underwriters nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Underwriters is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code as noted on a list identified in the following link:
<https://comptroller.texas.gov/purchasing/publications/divestment.php>.]

19. ***Entire Agreement.*** This Agreement represents the entire agreement between the Issuer and the Underwriters with respect to the preparation of the Preliminary Official Statement and the Official Statement, the conduct of the offering, and the purchase and sale of the Certificates.

[The remainder of this page is intentionally left blank.]

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Representative. This Agreement shall become a binding agreement between you and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

CITIGROUP GLOBAL MARKETS INC.,
as Representative for the Underwriters
Identified on Schedule I

By: _____
Authorized Officer

APPROVED AND ACCEPTED as of the date hereof at _____ o'clock a.m./p.m.

CITY OF GARLAND, TEXAS

By: _____
Mayor

SCHEDULE I
UNDERWRITERS

Citigroup Global Markets Inc.
Piper Jaffray & Co.
Raymond James & Associates, Inc.

SCHEDULE II

\$ _____

CITY OF GARLAND, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION SERIES 2018

<u>Stated Maturity (February 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Initial Yield</u>
2019	\$ _____	_____ %	_____ %
2020	_____	_____ %	_____ %
2021	_____	_____ %	_____ %
2022	_____	_____ %	_____ %
2023	_____	_____ %	_____ %
2024	_____	_____ %	_____ %
2025	_____	_____ %	_____ %
2026	_____	_____ %	_____ %
2027	_____	_____ %	_____ %
2028	_____	_____ %	_____ %
2029	_____	_____ %	_____ %
2030	_____	_____ %	_____ %
2031	_____	_____ %	_____ %
2032	_____	_____ %	_____ %
2033	_____	_____ %	_____ %
2034	_____	_____ %	_____ %
2035	_____	_____ %	_____ %
2036	_____	_____ %	_____ %
2037	_____	_____ %	_____ %
2038	_____	_____ %	_____ %

(Interest accrues from date of delivery of the Certificates)

Optional Redemption: The City reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, 2029, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2028, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.

NOTE: Maturities for which the 10% test have not been met and for which the hold-the-offering-price rule applies is as follows: _____

EXHIBIT A
CITY OF GARLAND, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2018
ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Citigroup Global Markets Inc. (“Citigroup”) and the other members of the underwriting syndicate (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Certificates”) of the City of Garland, Texas (the “Issuer”).

1. ***Sale of the General Rule Maturities.*** As of the Sale Date, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Agreement, the members of the Underwriting Group agreed in writing on or prior to the Sale Date that, (i) (ii) unsold Certificates of the Hold-the-Offering-Price Maturities shall be retained by the Representative and not allocated to any of the other Underwriters, (ii) for each Maturity of the Hold-the-Offering-Price Maturities, the Representative would neither offer nor sell any of the unsold Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (iii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, the Representative has not offered or sold unsold Certificates of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Certificates listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Certificates listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriting Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is June 5, 2018.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Citigroup’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Tax Exemption with respect to the Certificates and with respect to compliance with the federal income tax rules affecting the Certificates, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates.

CITIGROUP GLOBAL MARKETS INC.

By: _____

Name: _____

Title: _____

Dated: _____



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

6.

Meeting Date: June 5, 2018

Item Title: Appointment to the North Texas Municipal Water District Board

Summary of Request/Problem

At the June 4, 2018 Work Session, Council interviewed the candidate interested in being appointed as the City of Garland's representative to the North Texas Municipal Water District Board of Directors for a two-year term beginning June 1, 2018.

Recommendation/Action Requested and Justification

Consider by minute action the appointment of a City of Garland representative to the North Texas Municipal Water District Board of Directors.

Attachments

NTMWD

Sullivan, Mayra

From: Dowl, Rene
Sent: Monday, April 30, 2018 8:28 AM
To: Sullivan, Mayra
Subject: FW: North Texas Municipal Water District Re-Appointment.

Mayra,

Below is a reappoint request from Mr. May, who currently serves on NTMWD.

René

Eloyce René Dowl, TRMC, CMC
City Secretary
200 N. 5th Street
4th Floor
Garland, TX 75040
P: 972-205-2404
F: 972-205-2504
rdowl@garlandtx.gov
www.garlandtx.gov

From: Jack May [mailto:jmayh20@aol.com]
Sent: Sunday, April 29, 2018 7:28 PM
To: Dowl, Rene
Cc: Baker, John
Subject: North Texas Municipal Water District Re-Appoinment.

Ms. Dowl, please consider this email as my request to be reappointed as one of Garland's two North Texas Municipal Water District Board Members.

Having served in the Water and Wastewater industry for almost 50 years, 40 with the City of Garland Water and Wastewater Utilities (1970-2010) and on the NTMWD Board for 8 (2010-2018) I feel I am qualified to continue to serve the citizens and its Water and Wastewater customers in this most important position. I am a Lifetime Member of the American Water Works Association, Texas Water Utilities Association, and a member of the Water Environment Association. I formerly held a class "B" Water and Class "B" Wastewater Certifications from the Texas Commission on Environmental Quality. During my past 8 years on the NTMWD Board I have served on numerous subcommittees: Water committee, Insurance committee, Wilson Creek Advisory committee, two terms on the Budget and Finance committee and two terms as chairman of the Wastewater committee.

Having worked for the City of Garland prior to the NTMWD Board I feel I have a very unique perspective on the District and how it does and should interact with its Member and Customer Cities.

Please let me know if you need for me to provide any additional information?

Sincerely,

Jack L. May
1709 Oak Bend Lane
Garland, TX 75040
Cell: 972-571-0901



GARLAND PLANNING REPORT

City Council Regular Session Agenda

7.a.

Meeting Date: June 5, 2018

Item Title: Z 17-43 Masterplan Consultants (District 1)

Submitted By: Kira Wauwie, Principal Development Planner

REQUEST

Approval of 1) a Change in Zoning from Agricultural (AG) District to Planned Development (PD) District for Multi-Family Uses, and 2) a Detail Plan for Multi-Family Uses.

OWNER

Norberto Guillen

PLAN COMMISSION RECOMMENDATION

On April 9, 2018 the Plan Commission, by a vote of seven (7) to zero (0), recommended approval of 1) a Change in Zoning from Agricultural (AG) District to Planned Development (PD) District for Multi-Family Uses, and 2) a Detail Plan for Multi-Family Uses, with direction to the applicant to modify the proposal prior to the City Council hearing to better conceal the parking from Bunker Hill Road and create a development that reflects a more urban-style layout.

The applicant has responded to the Plan Commission's direction from the April 9, 2018 meeting with revised plans that include:

- Removal of a garage off the frontage of Bunker Hill Road to the back of the site, and
- Modified clubhouse building elevation to match the residential buildings.

Additional changes made since the May 1, 2018 City Council meeting (postponement) are listed in the Background section below.

STAFF RECOMMENDATION

Approval of the request for 1) a Change in Zoning from Agricultural (AG) District to Planned Development (PD) District for Multi-Family Uses, and 2) a Detail Plan for Multi-Family Uses.

BACKGROUND

The applicant requests approval of a Planned Development (PD) District and Detail Plan for the development of a 291-unit multi-family dwelling site.

The application was postponed to the June 5, 2018 City Council hearing upon request of the applicant and without discussion of the proposal. This report has been updated to include the following revisions proposed by the applicant after the May 1, 2018 hearing:

- Revised the site boundaries to reduce the site area from 41.79 acres to 19.63 acres.
- Eliminated one carport and moved one carport away from Bunker Hill Road frontage (maintained compliance with covered parking requirement).
- Extended a drive to the southeast property line to allow cross access connection with The Domain to the east.
- Eliminated a storage unit building to accommodate changes to allow vehicular cross connection to the east with The Domain.
- Reduced the number of efficiency units by fourteen (14).
- Increased the number of one-bedroom units by fourteen, and each of these are 621 square feet of unit size.

SITE DATA

The subject site is the combination of two unimproved tracts currently zoned Agricultural (AG) District and containing approximately nineteen (19) acres. The site has frontage along Bunker Hill Road for approximately 769.07 feet. All of the multi-family and accessory buildings will be constructed within the easternmost 17 acres of the site. The remaining acreage is within the floodway and will be dedicated to open space, walking trails and respite areas.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Agricultural (AG) District. This district is typically intended for vacant land which is not yet ready for development, land which is used for agricultural or open space purposes, land which due to its topography or location within a floodplain or other undevelopable area is not anticipated to be developed for more intense use. Once development patterns warrant a more intensive use, it is anticipated that Agriculture Districts will be changed to an appropriate, more specific zoning classification.

CONSIDERATIONS

1. **Detail Plan:** The proposed Detail Plan reflects the development of eleven (11) multi-family buildings, at three (3)-stories in height and containing a total of 291 dwelling units. The development will provide a combination club house and leasing office that will be the location of the centralized amenity and pool area.
2. **Building Design.** The proposed multi-family buildings meet the horizontal and vertical articulation requirements by utilizing varying degrees of roof pitch, balcony depths, façade projections and recesses. These elements are provided on all building elevations. The Building Elevation Plan also reflects the incorporation of approved architectural design elements reflected in Section 4.83 (e.g. recessed entries, varied roof heights, and alcoves).
 - a. Section 4.83 of the GDC requires that the exterior walls of all multi-family buildings and structures regardless of public visibility be a minimum of eighty (80) percent masonry construction (excluding doors, windows and window walls). The proposed elevations are in compliance with the masonry requirements.

Section 2.60 requires multi-family carport structures to be supported by columns that are architecturally integrated and are similar to the materials and colors of the main building. This is typically achieved with a complete masonry cladding of the support columns; the applicant proposes carports and cabanas with columns with exposed stained wood and masonry cladding at the base of the support column.

This site is situated along Bunker Hill Road, which constitutes the northeastern City Limits. As such, the development to the southwest of Bunker Hill represents the City's "Front Door". These developments should positively contribute to the overall community appearance and image and support the community design considerations of building form, architectural details and compatible materials. These considerations are generally incorporated into the minimum Building Design standards of the GDC.

- b. Unit Mix. The maximum density in Multi-Family (MF) Districts is eighteen (18) units per acre. The proposed development provides approximately fifteen (15) units per net acre; Vantage at Garland will contain the following unit mix percentages and sizes:

UNITS NUMBER	TYPE	SIZE
7	Efficiency	500 square feet
152	One-bedroom	621 and 750 square feet
108	Two-bedroom	1,026 square feet
24	Three-bedroom	1,196 square feet

Vantage at Garland meets the minimum dwelling unit area requirements for the efficiency units and exceeds the minimum for the two-bedroom and three-bedroom units.

However, the applicant requests a deviation for the one-bedroom unit. The GDC establishes the minimum square footage of one-bedroom units at 650 square feet; Vantage at Garland proposes that 80 of the 152 one-bedroom units contain 621 square feet, a decreased area of 4.5 percent. The remaining seventy-two (72) one-bedroom units contain 750 square feet (fifteen (15) percent increase).

3. **Storage Facilities.** Section 2.39 (I) (1) of the GDC requires that each dwelling unit have corresponding and conveniently located enclosed storage facility. The storage facilities must contain at least twenty-five (25) square feet and no less than 175 cubic feet. The applicant requests relief from the storage requirement as written and intends to provide storage areas within the units to accommodate tenants. These areas will be within bedroom and hallway closets and within laundry areas.
4. **Resident Services and Amenities.** Vantage at Garland will provide a 5,668 square-foot leasing and clubhouse building located adjacent to the pool area. The GDC requires multi-family developments provide a minimum of one (1) pool containing 800 square feet [surface water]; a development must provide a second pool of 800 square feet [surface water] if the development has more than 250 dwelling units. Vantage provides 291 dwelling units. However, in lieu of two (2) pools, the applicant intends to develop a large centralized amenity area containing an approximate 2,600 square-foot pool [surface water]

and 9,300 square-foot deck area with cabanas. The development also provides multiple leisure areas throughout consisting of table and grill stations, pergolas with benches and dog parks. The development will also provide open space, walking paths and future connections to the Rowlett Creek Linear Park System.

5. **Parking.** The Detail Plan reflects that the development will exceed the minimum parking requirements and will provide a minimum parking ratio of 1.71 parking spaces for each dwelling unit providing 499 spaces for 291 units; there will be an additional 91 parking spaces throughout the development to accommodate parking for the club house, guests and dog park visitors. Half of the required parking spaces will be covered by detached garage and canopy structures in accordance with the standards for multi-family development.

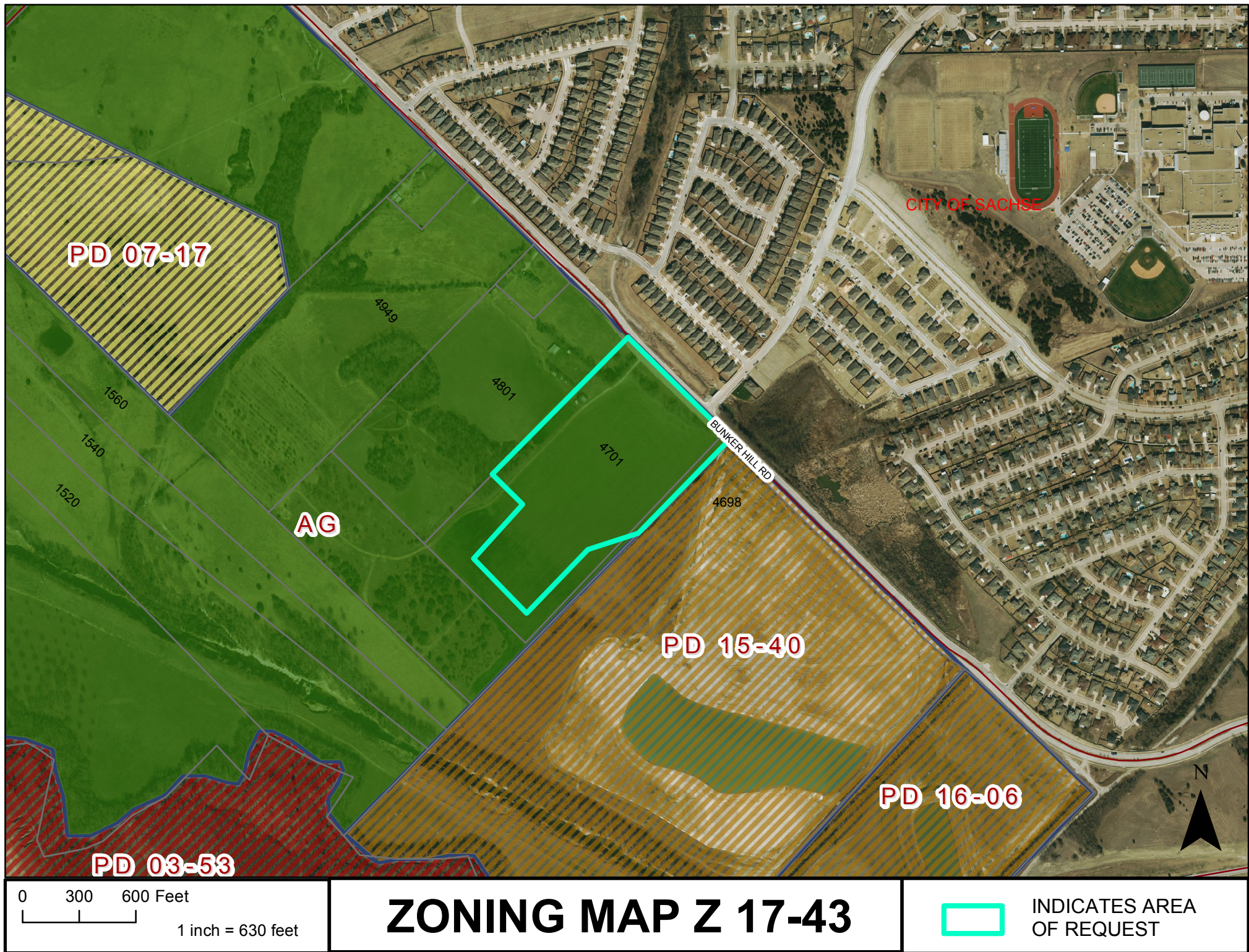
6. Landscape and Screening.

- a. Section 4.34 (A) of the GDC requires multi-family developments to dedicate a minimum of forty (40) percent of the total site to landscaping, open space areas, pools and similar outdoor recreation activities. The Landscape Plan reflects compliance with this standard.
- b. The development provides the required fifteen (15) foot landscape buffer adjacent to Bunker Hill Road. The buffer must contain one (1) large tree and seven (7) shrubs for every thirty (30) feet of landscape buffer. The landscape plan reflects a landscape buffer adjacent to Bunker Hill Road for approximately 770 feet; within it are twenty-six (26) large canopy trees and 180 shrubs and ornamental grasses. The landscape buffer material is in accordance with Section 4.34. The development will also provide perimeter screening adjacent to Bunker Hill Road consisting of a six-foot ornamental metal fence with masonry columns adjacent to the proposed large canopy trees and shrubs. A similar perimeter screening will be provided along the south side of the developable portion of the site, behind and connecting to the rear buildings.

The applicant proposes a six-foot ornamental metal fence with a curvilinear row of large canopy trees along the northwest and southeast property lines, as an alternative to ornamental metal fencing with masonry columns. The northwestern and southeastern property lines will be heavily planted with large canopy tree varieties that typically reach heights in excess of fifty feet at maturity.

Attachments

Z 17-43 Masterplan Consultants Attachments
Z 17-43 Masterplan Consultants Responses
Z 17-43 Masterplan Consultants Staff Presentation



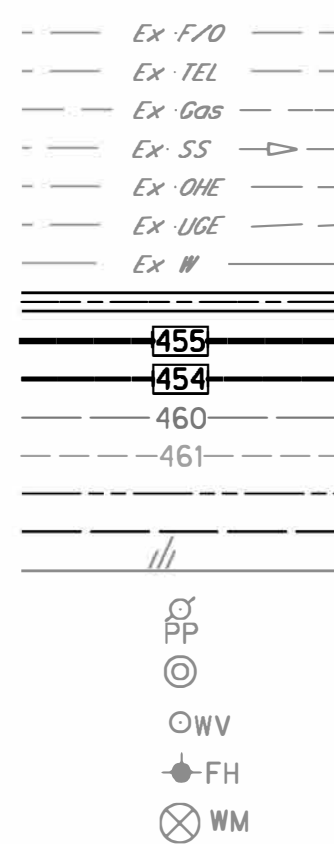
PLANNED DEVELOPMENT CONDITIONS

ZONING FILE 17-43

4701 Bunker Hill Road

- I. Statement of Purpose:** The purpose of this Planned Development is to permit the development of Multi-Family Uses subject to conditions.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Multi-Family (MF) District are included by reference and shall apply, except as otherwise specified by this Ordinance.
- IV. Development Plans:**
- Detail Plan: Development shall be in general conformance with the Detail Plan set forth in Exhibit C; however, in the event of conflict between the Detail Plan and the written conditions, the written conditions shall apply.
- V. Specific Regulations:**
- A. Permitted Uses: Uses shall be as permitted within the Multi-Family (MF) District.
- B. Parking: Parking shall be generally located and provided as shown on the Detail Plan (Exhibit C).
- C. Screening and Landscaping: Screening and landscaping shall be in general conformance with the approved landscape plan labeled Exhibit D.
- D. Building Elevations: Building elevations shall be in conformance with Exhibit E.
- E. Storage Facilities: The development may provide unit storage areas that do not adhere to the requirements in Section 2.39 (I)(1) of the Garland Development Code.

LEGEND:



EXISTING FIBER OPTIC
EXISTING TELEPHONE LINE
EXISTING GAS LINE
EXISTING SANITARY SEWER
EXISTING OVERHEAD ELECTRIC
EXISTING UNDERGROUND ELECTRIC
EXISTING WATER LINE
STORM SEWER
MAJOR CONTOUR LINE
MINOR CONTOUR LINE
EXISTING MAJOR CONTOUR LINE
EXISTING MINOR CONTOUR LINE
PROPERTY LINE
EASEMENT LINE
ASPHALT
POWER POLE
SANITARY SEWER MANHOLE
WATER VALVE
FIRE HYDRANT
WATER METER

CITY OF GARLAND
VOLUME 79042, PAGE 1320 DRDCT
VOLUME 2004174, PAGE 4183 DRDCT

N 44°35'20" E - 437.43'
12' BUILDING SETBACK

N 45°42'36" W - 1489.31'
12' BUILDING SETBACK

(16.003 ACRES)
NORBERTO GUILLEN
VOLUME 2002058, PAGE 7057 DRDCT
TRACT 1

FUTURE CONNECTIONS TO THE
CITY OF GARLAND
ROWLETT CREEK LINEAR
PARK SYSTEM

(26.54 ACRES)
NORBERTO GUILLEN
VOLUME 2002058, PAGE 7057 DRDCT
TRACT 2

FUTURE CONNECTIONS TO THE
CITY OF GARLAND
ROWLETT CREEK LINEAR
PARK SYSTEM

APPROXIMATE LOCATION OF
FUTURE CITY OF GARLAND
ROWLETT CREEK LINEAR
PARK SYSTEM EASEMENT
TO BE DEDICATED FOR TRAIL
TO BE CONSTRUCTED BY THE
CITY OF GARLAND

FOUND 5/8" IRON
ROD W/YELLOW
PLASTIC CAP

BENCHMARKS:

REFERENCE BENCHMARK NO. 1 = FOUND CITY OF
GARLAND GPS MONUMENT NO. 149 2" BRASS DISK
LOCATED ON INLET TOP @ NEC INTERSECTION
5500 LAVON DRIVE & SH 78.
NORTHING = 7039859.203'
EAST = 2548313.851'
ORTHO ELEVATION = 516.87'

REFERENCE BENCHMARK NO. 2 = FOUND CITY OF
GARLAND GPS MONUMENT NO. 151 2" BRASS DISK
LOCATED ON MEDIAN NOSE OF FIREWHEEL
PARKWAY @ LAVON DRIVE
NORTHING = 7038724.643'
EAST = 2546480.606'
ORTHO ELEVATION = 490.06'

Preliminary - Building Matrix Vantage Garland R17

BLDG. TYPE I									
BUILDINGS	#3, 4, 7, 8, 9, 10 & 11	No. of units per bldg	Breakdown of Units	Number of bldgs	Total Number of Units	Net sq. ft. per floor	Gross sq. ft. per bldg	Total Gross Sq. Ft.	
3rd floor	B	A2/A1	A1	A2/A1	B	9	8	A1	
2nd floor	B	A2/A1	A1	A2/A1	B	9	6	A2	
1st floor	B	A2/A1	E	A2/A1	B	9	12	B	
Totals:		27	27		7	189	22,280	25,290	177,030

BLDG. TYPE II									
BUILDINGS	#1 & 5	No. of units per bldg	Breakdown of Units	Number of bldgs	Total Number of Units	Net sq. ft. per floor	Gross sq. ft. per bldg	Total Gross Sq. Ft.	
3rd floor		C1	C1		4	4,784	5,767		
2nd floor		C1	C1		4	4,784	5,767		
1st floor		C1	C1		4	4,784	6,141		
Totals:		12	12	C1	2	14,352	17,643	35,286	

BLDG. TYPE III									
BUILDINGS	#2 & 6	No. of units per bldg	Breakdown of Units	Number of bldgs	Total Number of Units	Net sq. ft. per floor	Gross sq. ft. per bldg	Total Gross Sq. Ft.	
3rd floor	B	A2/A1	A1	A2/A1	B	13	12	A1	
2nd floor	B	A2/A1	A1	A2/A1	B	13	15	A2	
1st floor	B	A2/A1	A1	A2/A1	B	13	12	B	
Totals:		39	39		2	78	31,014	40,056	80,112

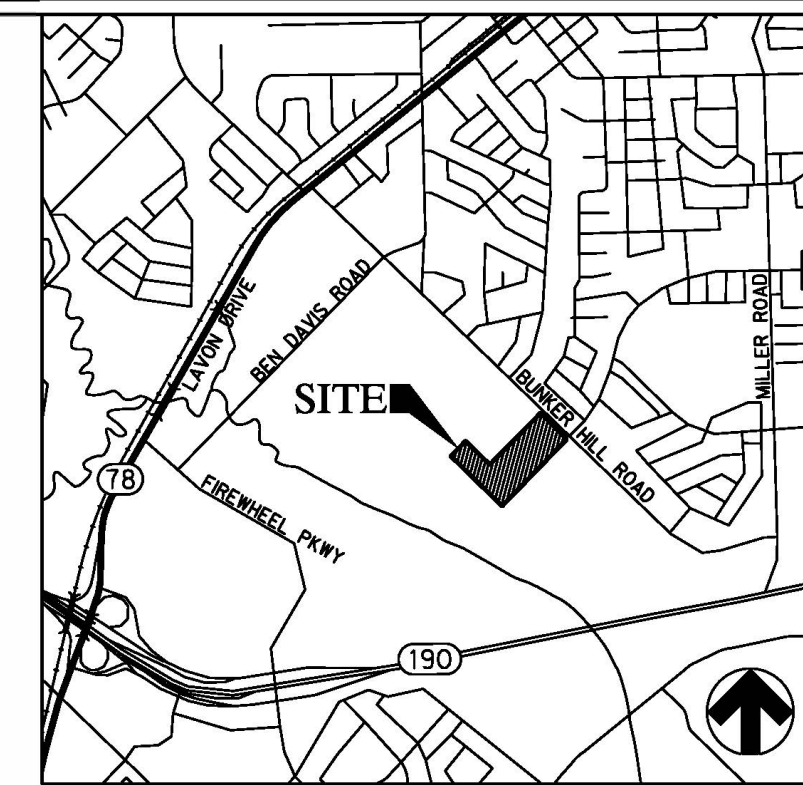
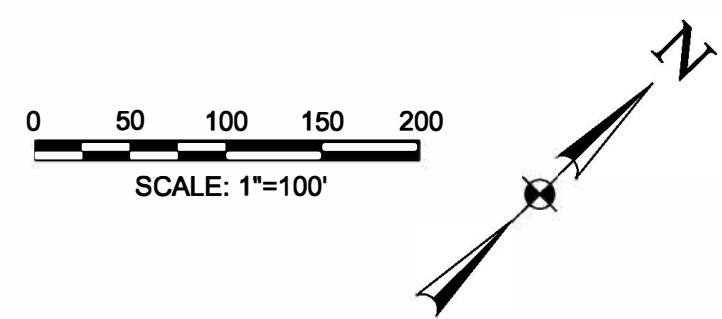
OUTBUILDING SUMMARY			
Outbuildings	No. of Bldgs	Net Area (ft. sq.)	Gross Area (ft. sq.)
Clubhouse	1	3,010	5,668
Cart storage / 25 5x8 Storage Units	1	1,692	2,181
Cabana	1		886
Storage 32/units	0	0	0
Dog Wash	1		100
Totals	4	5,602	8,835

Parking Matrix			
Unit Type	Total Number of Units	Min. Parking Spaces Required Per Dwelling	Min. Total Number of Required
A1 - 1 bld/1-ba	80	1.50	120
A2 - 1 bld/1-ba	72	1.50	108
B2 - 2 bld/2-ba	108	2.00	216
C1 - 3 bld/2-ba	24	2.00	48
F - FH	7	1.00	7
Total:	291		499
Club House			15
1 space per 2000 sq. ft. (clubhouse only) at times 60 sq. ft. area (clubhouse is for residents only)			
15 - 2 per unit req. by city			
			514

COMPLETE BUILDING SUMMARY			
	Total No. of Buildings	Total No. of Units	Total Net Sq. ft.
Apartment Bldgs	11	291	246,692
Outbuildings	4	n/a	5,602
Dog park Arbor	2	0	n/a
Garages	8	82	21,486
Dog Yards		36	
Carports	23	205	33,989
Totals	48		273,780

Unit Mix			
Unit Type	No. of Units	% of units in project	Net sq. ft. per unit
A1	80	27%	621
A2	72	25%	750
B	108	37%	1,026
C	24	8%	1,186
F	7	2%	500
Total	291	100%	246,692

Parking Summary		
Open Parking provided for units		247
Open HC Parking provided for units		1
Covered Parking provided for units		200
Covered HC Parking provided for units		5
Garage Parking provided for units		84
HC Garage Parking provided for units		2
Parking provided for Storage / Dog Park		24
HC Parking provided for Storage / Dog Park		7
Parking provided for club house		14
HC Parking provided for club house		1
Total parking provided		590
Parking Ratio Apartments		1.99

LOCATION MAP
N.T.S.

SITE ACREAGE: 41.7904 AC
ZONING ACREAGE: 19.633 AC

(23.0 AC.)
DONNA E. THOMAS
VOLUME 2000066, PAGE 4154 DRDCT

INSET A
SEE SHEET C1.02

FLOODWAY PER FIRM
MAP# 4813C0230K
DATED JULY 7, 2014

PROPOSED FULLY DEVELOPED FLOODPLAIN
REVISED EXISTING FULLY DEVELOPED FLOODPLAIN

N 44°30'05" E - 1514.03'

A= 07°44'04"
R= 845.00'
L= 114.07'
CL= 113.98'
CB= S 41°53'42" E

LOT 41R
COMMON AREA
DRAINAGE EASEMENT

REPLAT
JACKSON HILLS, PHASE 3A-1
CCF# 201300185367

LOT 42R
COMMON AREA
DRAINAGE EASEMENT

REPLAT
JACKSON HILLS, PHASE 3A-2
CCF# 201400287494

ORONAMENTAL FENCING
WITH ROCK COLUMNS
ON 50' CENTERS

0.803 AC.
CITY OF SACHSE
CC# 201400136844

BLOCK P
JACKSON HILLS
PHASE 3A-2
CCF# 201600008833

LOT 25
BLOCK P
COMMON AREA
DRAINAGE EASEMENT

JACKSON HILLS, PHASE 3A-2
CCF# 201600008833

OWNER:
VANTAGE AT GARLAND, LLC
7334 BLANCO ROAD, STE 200
SAN ANTONIO, TX 78216

ENGINEER:
HALFF ASSOCIATES
3803 PARKWOOD BLVD., SUITE 800
FRISCO, TEXAS 75034
CONTACT: BRIAN SATAGAJ, P.E.
214-618-4570

NOTES

1. ALL 2" DOMESTIC AND 6" FIRE SERVICES
SHALL HAVE BACKFLOW PREVENTION DEVICES
INTERNAL TO THE BUILDING

CITY CASE #170613-1

BUNKER HILL
GARLAND, TEXAS

HALFF
3803 PARKWOOD BLVD., SUITE 800
FRISCO, TEXAS 75034-8640
TEL: (214) 618-4570
FAX: (214) 618-4571
TYPED FIRM #F-512

EXHIBIT C

Revision
No. Date Description

PRELIMINARY

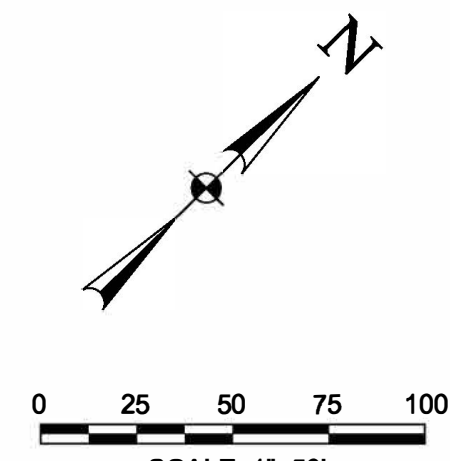
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BY OR UNDER THE SUPERVISION OF:

BRIAN M. SATAGAJ 107708
NAME P.E. NO.
DATE 5/25/2018
TYPED FIRM #F-512

Project No.: 32708
Issued: 5/25/2018
Drawn By: CAD
Checked By: BMS
Scale: AS NOTED
Sheet Title

DETAIL
PLANC1.01
Sheet Number



BUNKER HILL
GARLAND, TEXAS

HALFF®
3803 PARKWOOD BLVD. SUITE 800

EXHIBIT C

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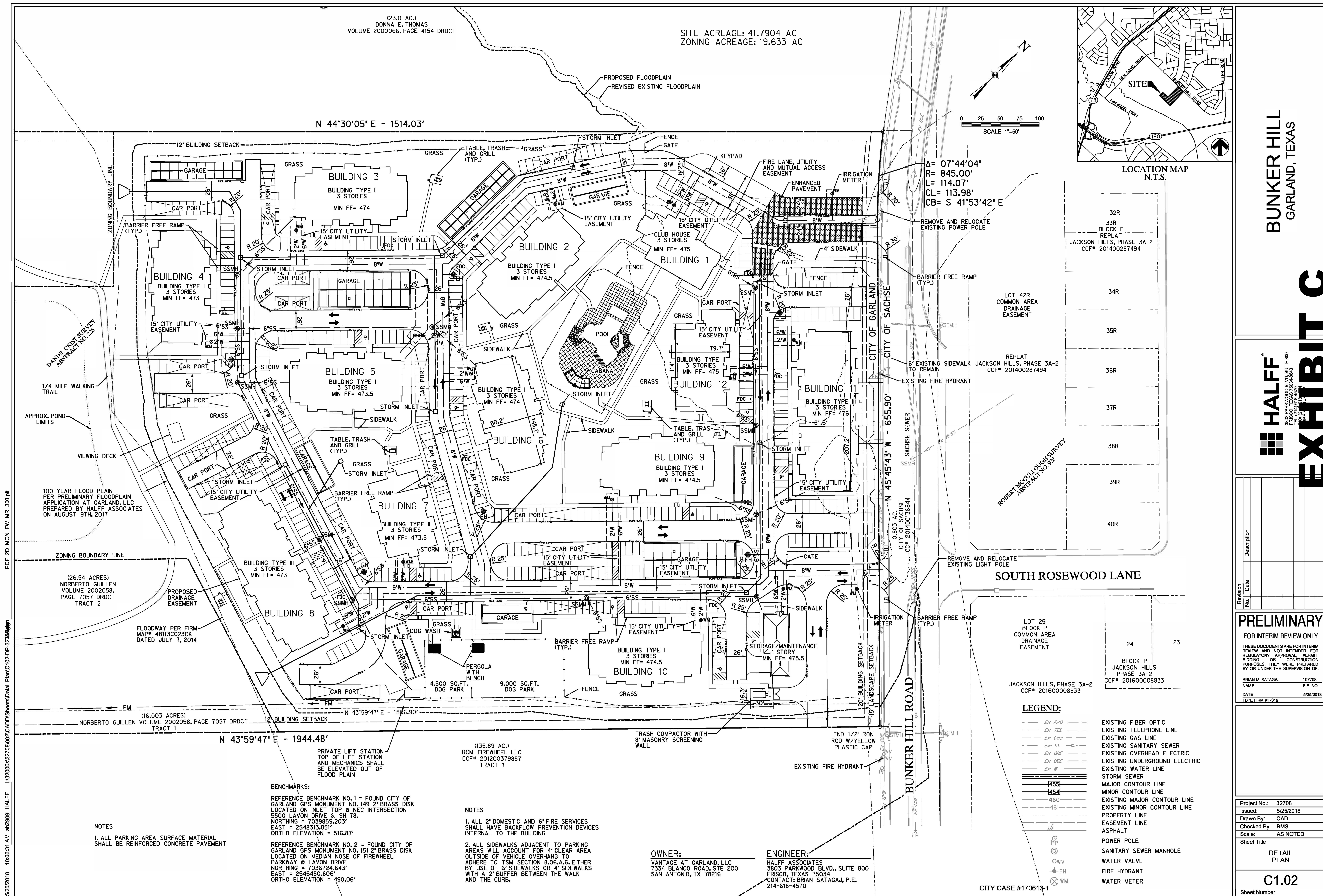
BRIAN M. SATAGAJ	107708
NAME	P.E. NO.
DATE	5/25/2018
TRDE FIRM #5-312	

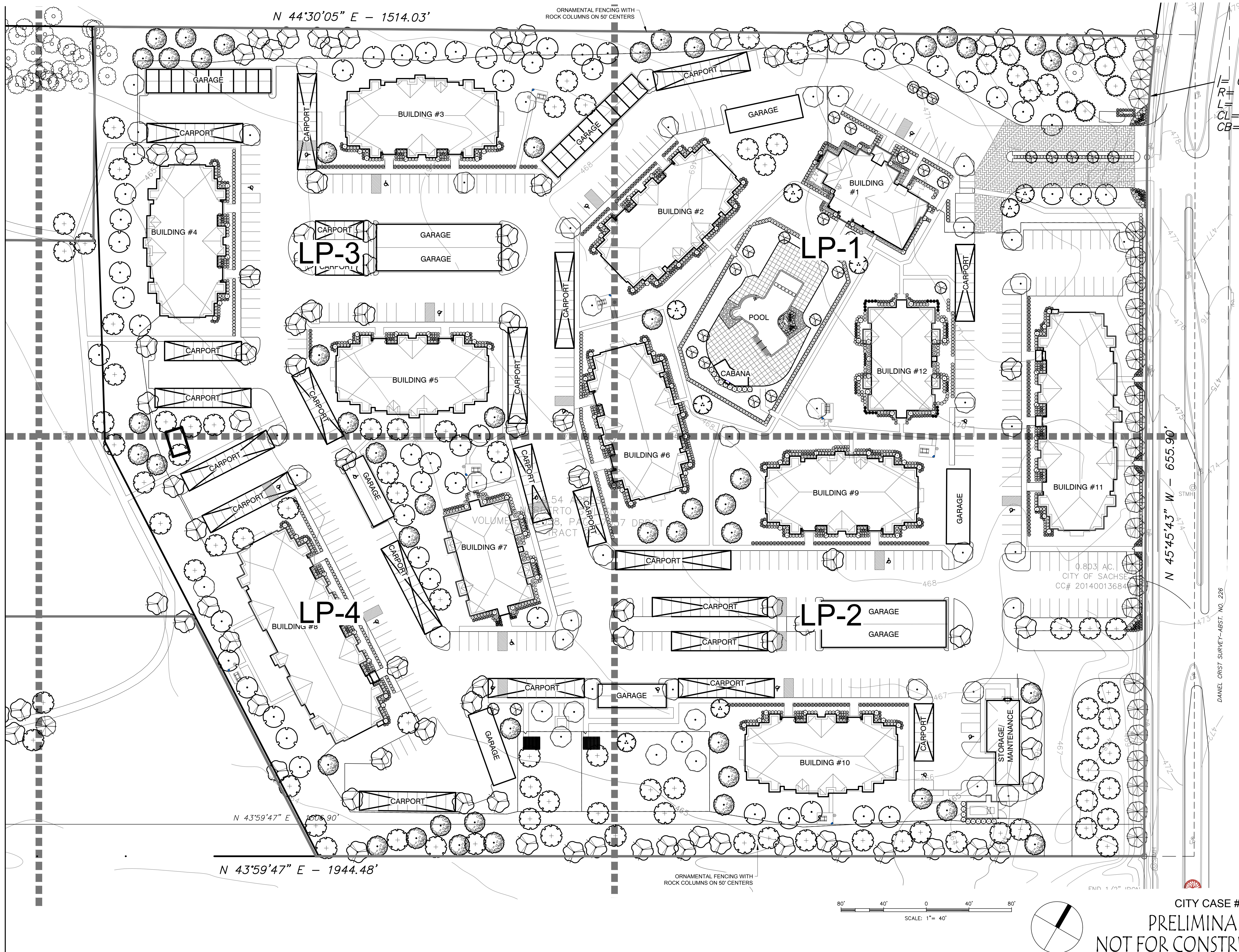
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Issued:	5/25/2018
Drawn By:	CAD
Checked By:	BMS
Scale:	AS NOTED

DETAIL
PLAN

C1.02

Sheet Number





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Revisions:

Vantage at Garland
Apartments
Bunker Hill Road
Garland, Texas

Page Description
OVERALL
LANDSCAPE
PLAN

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Drawn By: *gmg*

Checked By: *RM*

Project No.

Date: 5/10/18

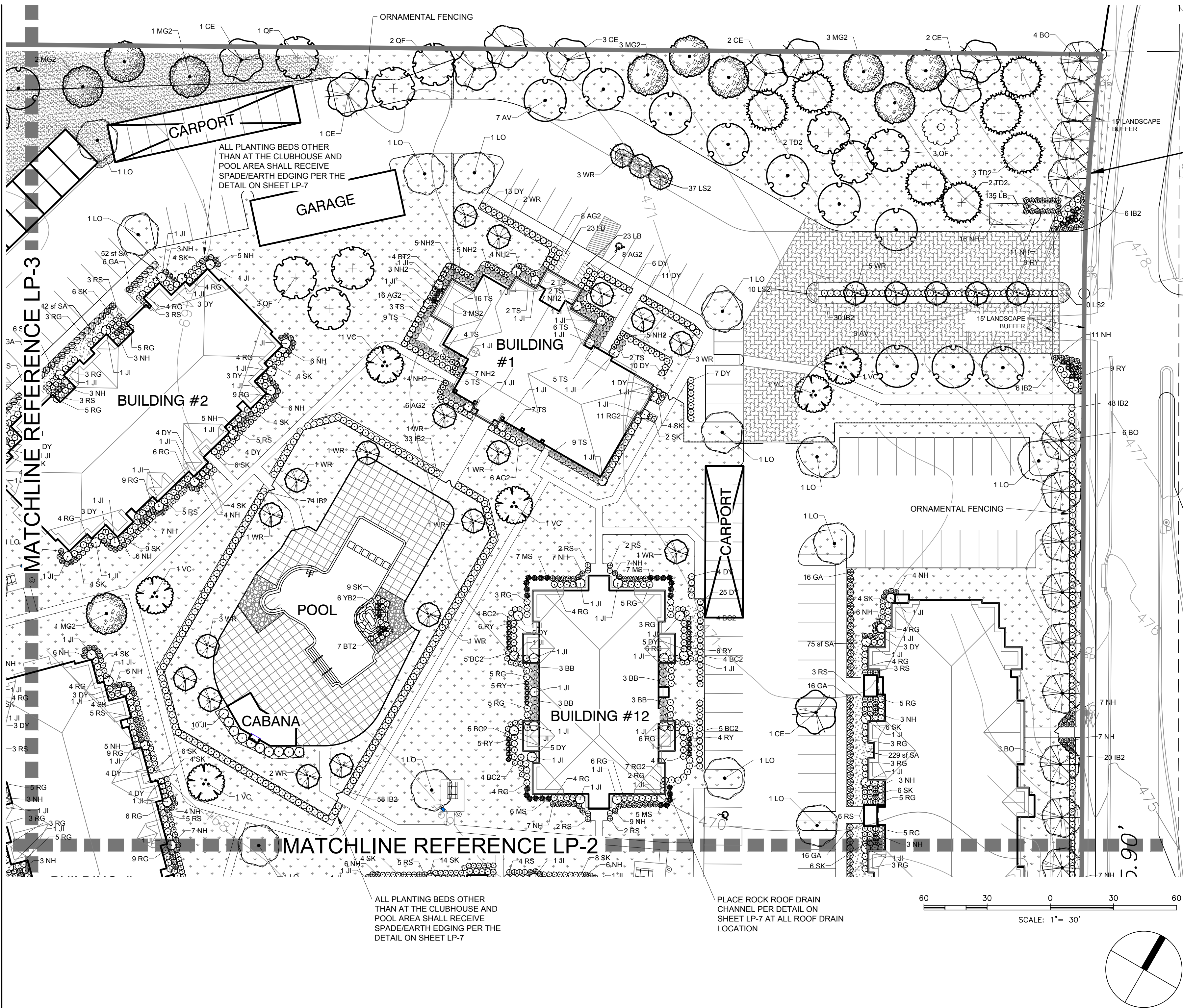
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LP-0



CITY CASE #170613-1
PRELIMINARY SET
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EXHIBIT D



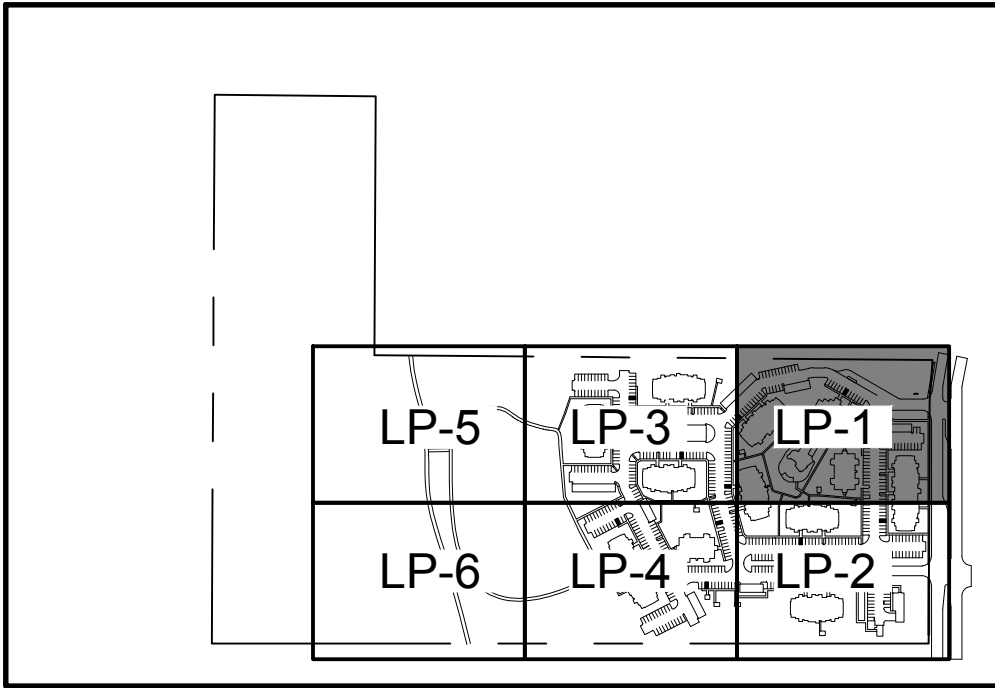
LANDSCAPE CALCULATIONS

TOTAL LANDSCAPE AREA REQUIREMENT:
A MINIMUM OF 40% OF THE GROSS PLATTED AREA OF THE SITE MUST BE DEVOTED TO LANDSCAPING, OPEN SPACE AREAS, POOLS, AND SIMILAR OUTDOOR RECREATIONAL ACTIVITY AREAS.
TOTAL SITE AREA: 855,082 sf
TOTAL LANDSCAPE AREAS: 444,848 sf
52.0% OF LANDSCAPE TO SITE AREA

LANDSCAPE BUFFER:
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10% PROVIDED
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76 PARKING TREES PROVIDED

KEY MAP N.T.S.



PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	QTY
	AV	Acer barbatum var. Caddo / Southern Sugar Maple	B & B	6"Cal	12-14'	51
	WR	Lagerstroemia indica 'Watermelon Red' / Crepe Myrtle Multi trunk 3-5 canes	CONT.	3" cal overall	8-10' ht	28
	MG2	Magnolia grandiflora / Southern Magnolia	B & B	4"Cal	12-14'	48
	QF	Quercus falcata / Southern Red Oak	CONT.	6"Cal	12-14'	94
	BO	Quercus macrocarpa / Burr Oak	CONT.	3"Cal	12-14'	38
	LO	Quercus virginiana / Live Oak	CONT.	4"Cal	12-14'	47
	TD2	Taxodium distichum / Bald Cypress	B & B	6"Cal	12-14'	7
	CE	Ulmus crassifolia / Cedar Elm	B & B	4"Cal	12-14'	104
	VC	Vitex agnus-castus / Chaste Tree 3-5 canes	CONT.	3"Cal	8-10' ht.	8
SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	SIZE			QTY
	GA	Abelia grandiflora / Glossy Abelia 24" minimum at time of planting	5 gal			249
	BC2	Berberis thunbergii 'Crimson Pygmy' / Crimson Pygmy Barberry	3 gal			50
	RG	Berberis thunbergii 'Rose Glow' / Rosy Glow Barberry	3 gal			496
	RG2	Berberis thunbergii 'Rose Glow' / Rosy Glow Barberry	CONT.			31
	AG2	Berberis trifoliata / Agarto	5 gal			44
	BT2	Berberis trifoliolata / Algerita	3 gal			11
	BB	Callicarpa americana / American Beauty Berry	3 gal			24
	RY	Hesperaloe parviflora / Red Yucca 30" o.c.	3 gal			78
GRASSES	IB2	Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly	5 gal			318
	DY	Ilex vomitoria 'Nana' / Dwarf Yaupon 24" o.c.	3 gal			378
	JL	Juniperus virginiana 'Idyllwild' / Idyllwild Red Cedar	5 gal			162
	TS	Leucophyllum frutescens 'compactum' / Texas Sage 36" o.c.	5 gal			72
	NH	Nandina domestica 'harbour dwarf' / Heavenly Bamboo	3 gal			506
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	RS	Salvia greggii 'Furmans Red' / Furman's Red Salvia	3 gal			171
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	YB2	Yucca recurvifolia 'Banana Split' / Banana Split Yucca	5 gal			6
GROUND COVERS	CODE	BOTANICAL NAME / COMMON NAME	CONT		SPACING	QTY
	SA	4" compacted depth / Decomposed Granite Gravel Install over weed fabric. Surround with steel edging when not adjacent to paving.	n/a			2,374 sf
	CC3	Cynodon dactylon Common / Bermuda Grass	Hydromulch			161,536 sf
	CD	Cynodon dactylon 'tif 419' / Bermuda Grass	sod			130,247 sf
	LS2	Lantana sellowiana 'Lavender Swirl' TM / Trailing Lantana Full plants rooted to container	1 gal		24" o.c.	213 sf
	LB	Liriope muscari 'Gigantea' / Giant Lily Turf	1 gal		15" o.c.	269 sf

Vantage at Garland
Apartments
Bunker Hill Road
Garland, Texas

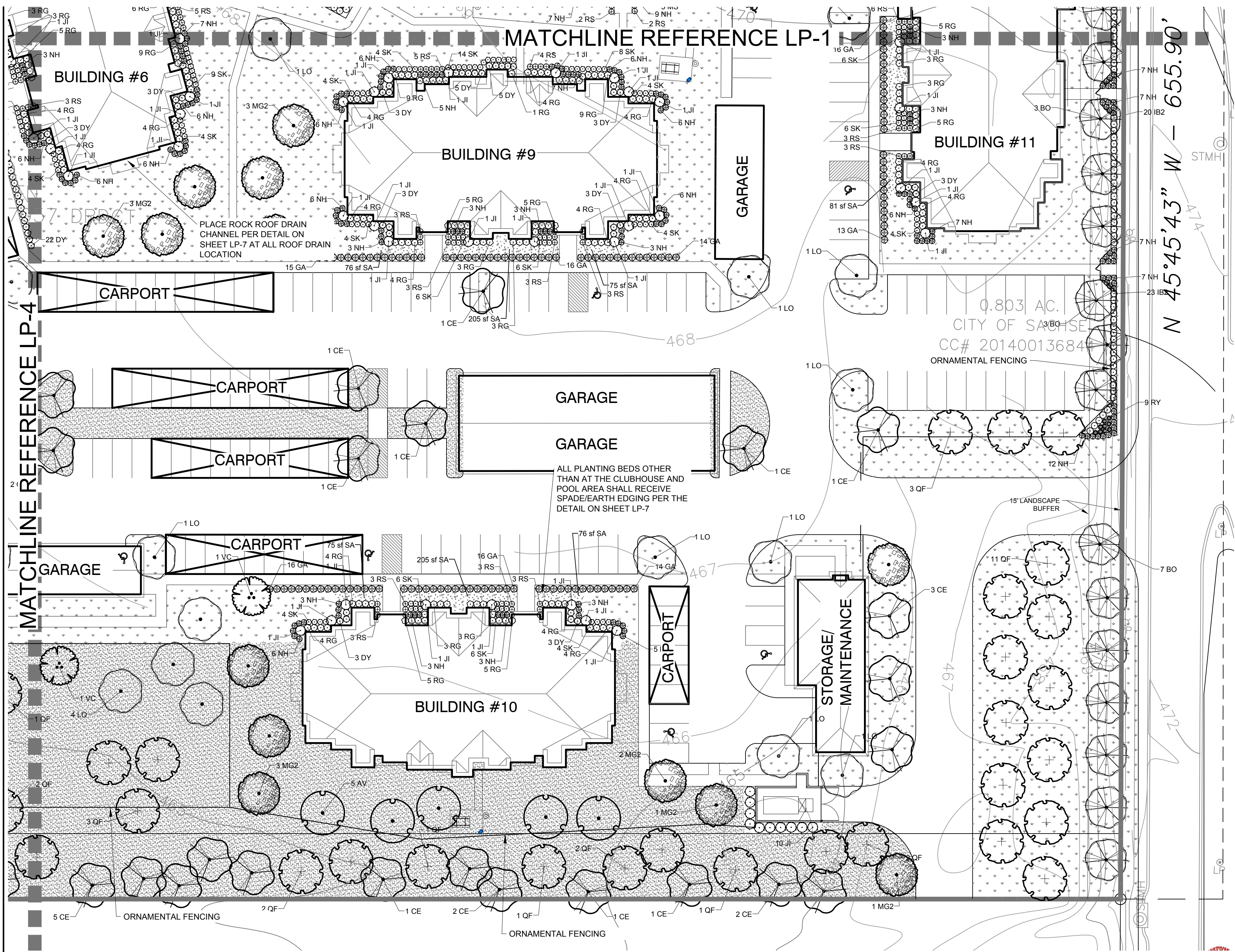
Page Description
LANDSCAPE PLANTING

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CITY CASE #170613-1
PRELIMINARY SET
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LP-1



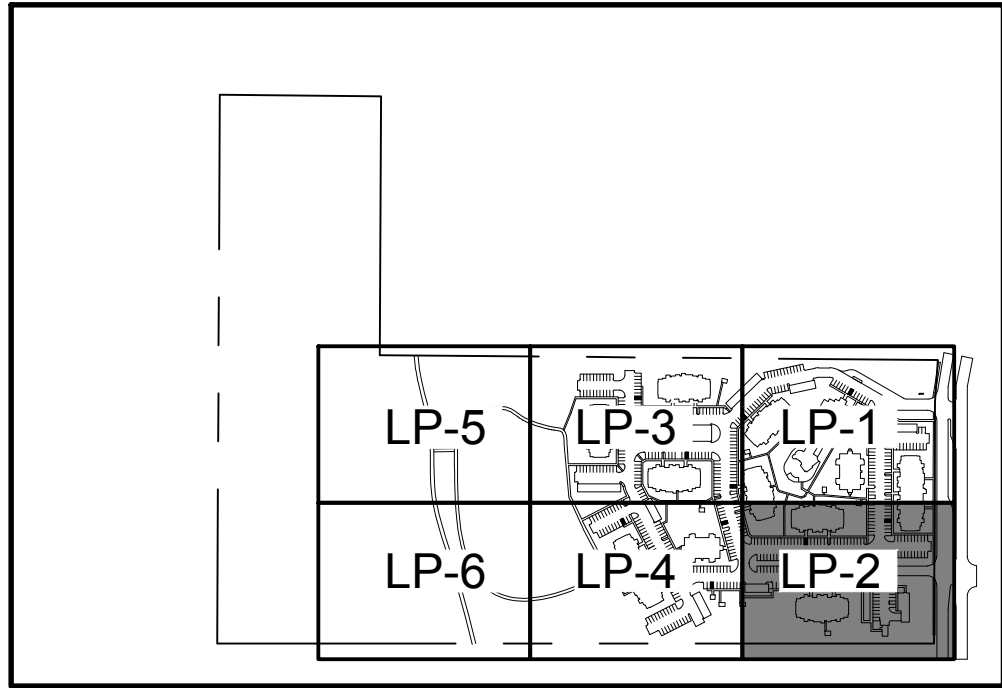
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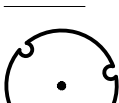
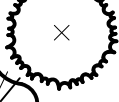
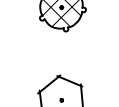
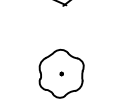
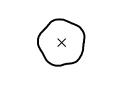
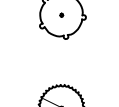
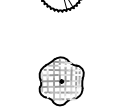
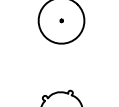
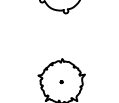
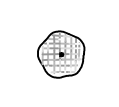
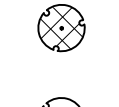
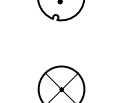
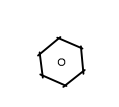
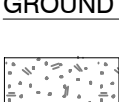
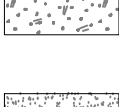
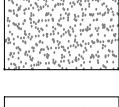
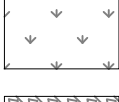
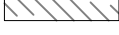
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KEY MAP N.T.S.



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	BO	Quercus macrocarpa / Burr Oak	CONT.	3"Cal	12-14'	38
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	VC	Vitex agnus-castus / Chaste Tree 3-5 canes	CONT.	3"Cal	8-10' ht.	8
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Architect



Issuance

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Revisions:

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Page Description

LANDSCAPE
PLANTING

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Checked By:

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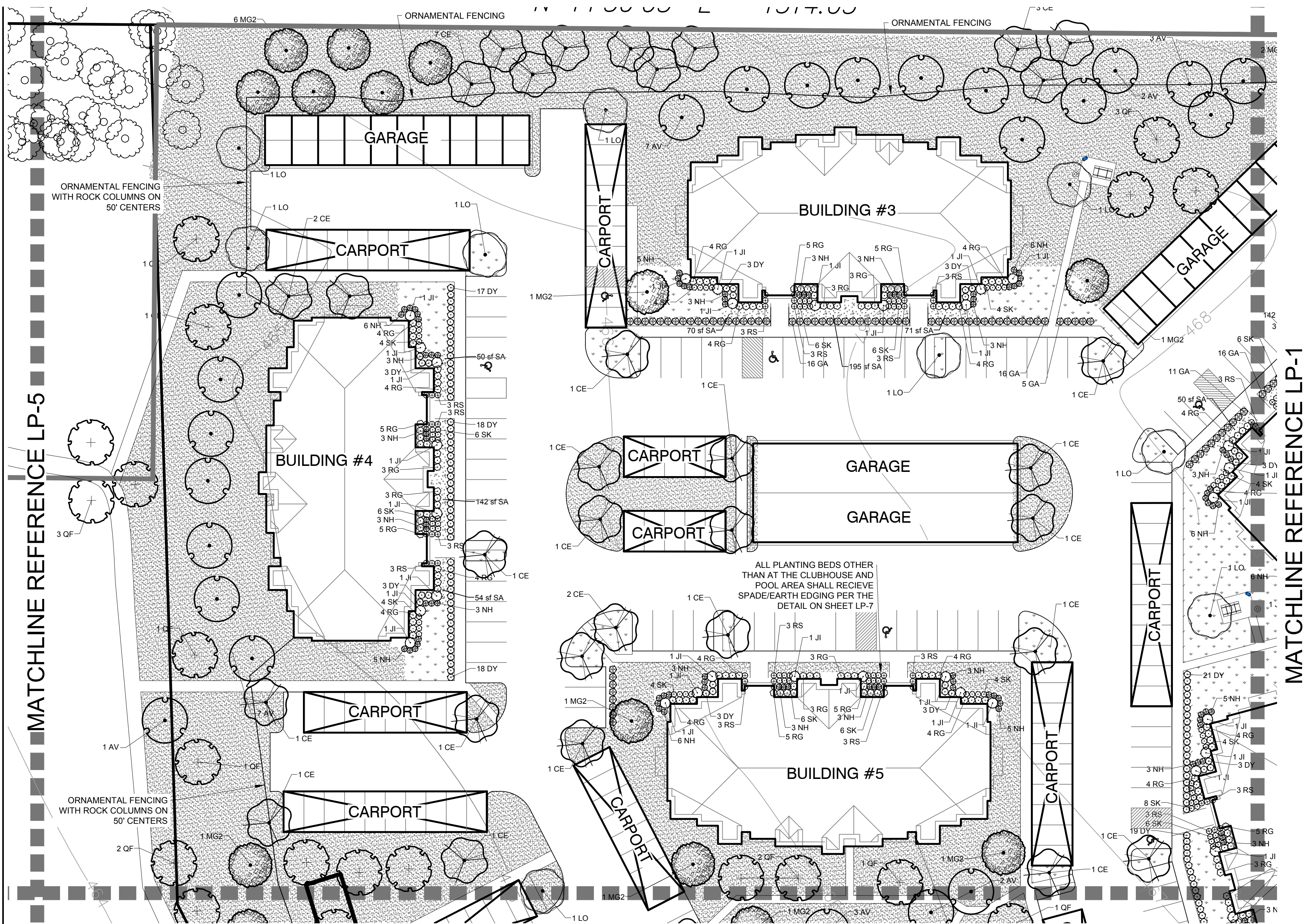
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LP-2



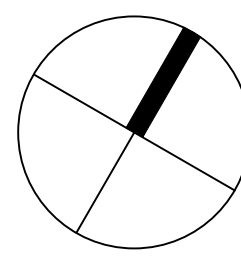
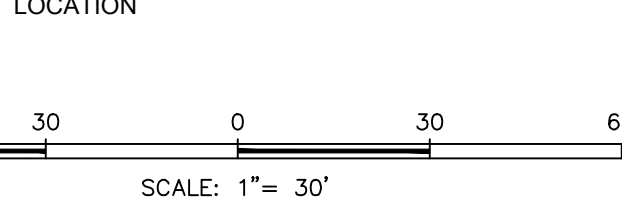
CITY CASE #170613-1
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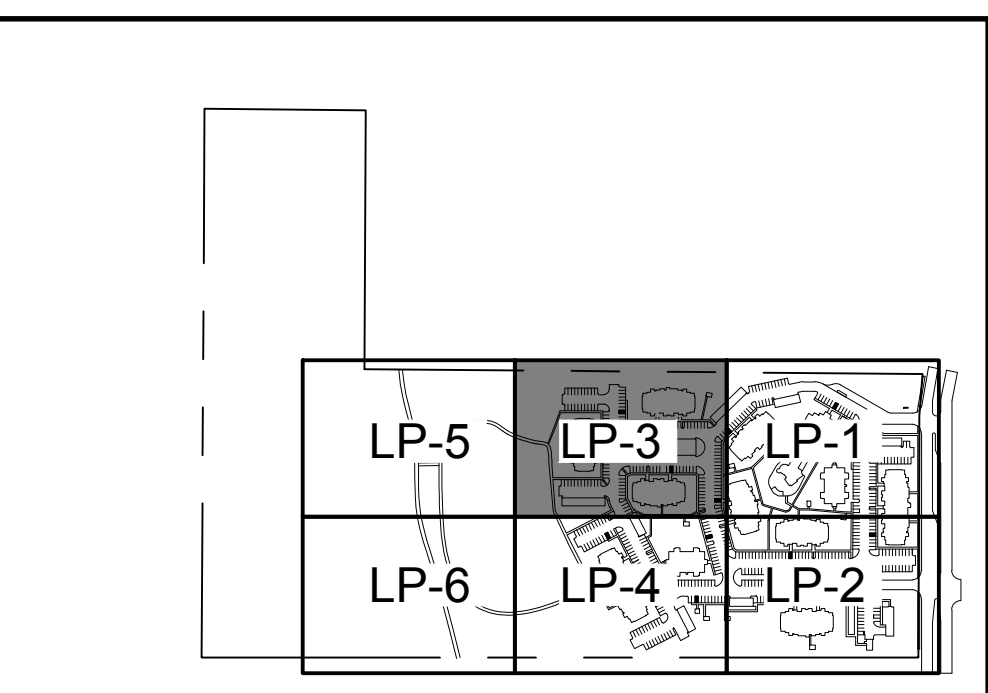
MATCHLINE REFERENCE LP-1

MATCHLINE REFERENCE LP-5

MATCHLINE REFERENCE LP-4



KEY MAP N.T.S.



PLANT SCHEDULE

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	BC2	Berberis thunbergii 'Crimson Pygmy' / Crimson Pygmy Barberry	3 gal			50
	RG	Berberis thunbergii 'Rose Glow' / Rosy Glow Barberry	3 gal			496
	RG2	Berberis thunbergii 'Rose Glow' / Rosy Glow Barberry	CONT.			31
	AG2	Berberis trifoliata / Agarito	5 gal			44
	BT2	Berberis trifoliolata / Algerita	3 gal			11
	BB	Callicarpa americana / American Beauty Berry	3 gal			24
	RY	Hesperaloe parviflora / Red Yucca 30" o.c.	3 gal			76
GRASSES	IB2	Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly	5 gal			318
	DY	Ilex vomitoria 'Nana' / Dwarf Yaupon 24" o.c.	3 gal			378
	JL	Juniperus virginiana 'Idyllwild' / Idyllwild Red Cedar	5 gal			162
	TS	Leucophyllum frutescens 'compactum' / Texas Sage 36" o.c.	5 gal			72
	NH	Nandina domestica 'harbour dwarf' / Heavenly Bamboo	3 gal			506
	NH2	Nandina domestica 'Harbour Dwarf' / Dwarf Heavenly Bamboo	5 gal			40
	RS	Salvia greggii 'Furmans Red' / Furman's Red Salvia	3 gal			171
	SK	Scutellaria suffrutescens / Pink Skullcap	3 gal			345
	YB2	Yucca recurvifolia 'Banana Split' / Banana Split Yucca	5 gal			6
GROUND COVERS	CODE	BOTANICAL NAME / COMMON NAME	CONT		SPACING	QTY
	SA	4" compacted depth / Decomposed Granite Gravel Install over weed fabric. Surround with steel edging when not adjacent to paving.	n/a			2,374 sf
	CC3	Cynodon dactylon Common / Bermuda Grass	Hydromulch			161,536 sf
	CD	Cynodon dactylon 'tif 419' / Bermuda Grass	sod			130,247 sf
	LS2	Lantana sellowiana 'Lavender Swirl' TM / Trailing Lantana Full plants rooted to container	1 gal		24" o.c.	213 sf
	LB	Liriope muscari 'Gigantea' / Giant Lily Turf	1 gal		15" o.c.	269 sf

LANDSCAPE CALCULATIONS

TOTAL LANDSCAPE AREA REQUIREMENT:
A MINIMUM OF 40% OF THE GROSS PLATTED AREA OF THE SITE MUST BE DEVOTED TO LANDSCAPING, OPEN SPACE AREAS, POOLS, AND SIMILAR OUTDOOR RECREATIONAL ACTIVITY AREAS.
TOTAL SITE AREA: 855,082 sf
TOTAL LANDSCAPE AREAS: 444,848 sf
52.0% OF LANDSCAPE TO SITE AREA

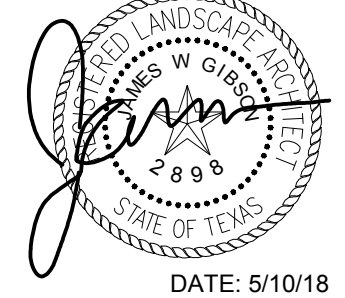
LANDSCAPE BUFFER:
A LANDSCAPE BUFFER, FIFTEEN FEET IN DEPTH (FROM THE PROPERTY LINE) IS REQUIRED IN NONRESIDENTIAL YARDS. TREES MAY BE GROUPED OR CLUSTERED TO FACILITATE DESIGN.
LF OF LANDSCAPE BUFFER:
CANOPY TREES: 770LF / 30 = 26 3" CALIPER CANOPY TREES REQUIRED
26 3" CALIPER CANOPY TREES PROVIDED
SHRUBS OR ORNAMENTAL GRASSES: 770LF / 30 (X7) = 180 SHRUBS OR ORNAMENTAL GRASSES REQUIRED
180 SHRUBS OR ORNAMENTAL GRASSES PROVIDED

PARKING AREA LANDSCAPING:
LIVING LANDSCAPE MATERIALS: LIVING LANDSCAPE MATERIALS MUST COVER A MINIMUM OF FIVE PERCENT OF THE TOTAL PARKING LOT AREA.
TOTAL PARKING LOT AREA: 238,242
TOTAL LANDSCAPE AREA IN PARKING LOT AREA: 23,838
5% REQUIRED
10% PROVIDED
TERMINUS PARKING ROWS:
A LANDSCAPE ISLAND MUST BE LOCATED AT THE TERMINUS OF EACH PARKING ROW, AND MUST CONTAIN A MINIMUM OF ONE LARGE CANOPY TREE: PROVIDED
DISTANCE: THERE MUST BE A MINIMUM OF ONE LARGE CANOPY TREE WITHIN 65 FEET OF EVERY PARKING SPACE: PROVIDED
TREES PER SPACES: ONE LARGE CANOPY TREE IS REQUIRED FOR EVERY TEN PARKING SPACES
587 PARKING SPACES PROVIDED / 10 = 59 PARKING TREES REQUIRED
76 PARKING TREES PROVIDED



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Revisions:

Vantage at Garland
Apartments
Bunker Hill Road
Garland, Texas

Page Description

LANDSCAPE PLANTING

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Drawn By: *JWG*

Checked By: *RM*

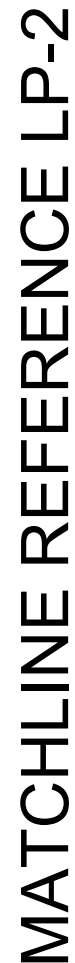
Project No.

Date: 5/10/18

Page

LP-3

CITY CASE #170613-1
PRELIMINARY SET
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EVERGREEN
DESIGN GROUP

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Addison, TX 75001
www.EvergreenDesignGroup.com

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Drawn By: *JWG*

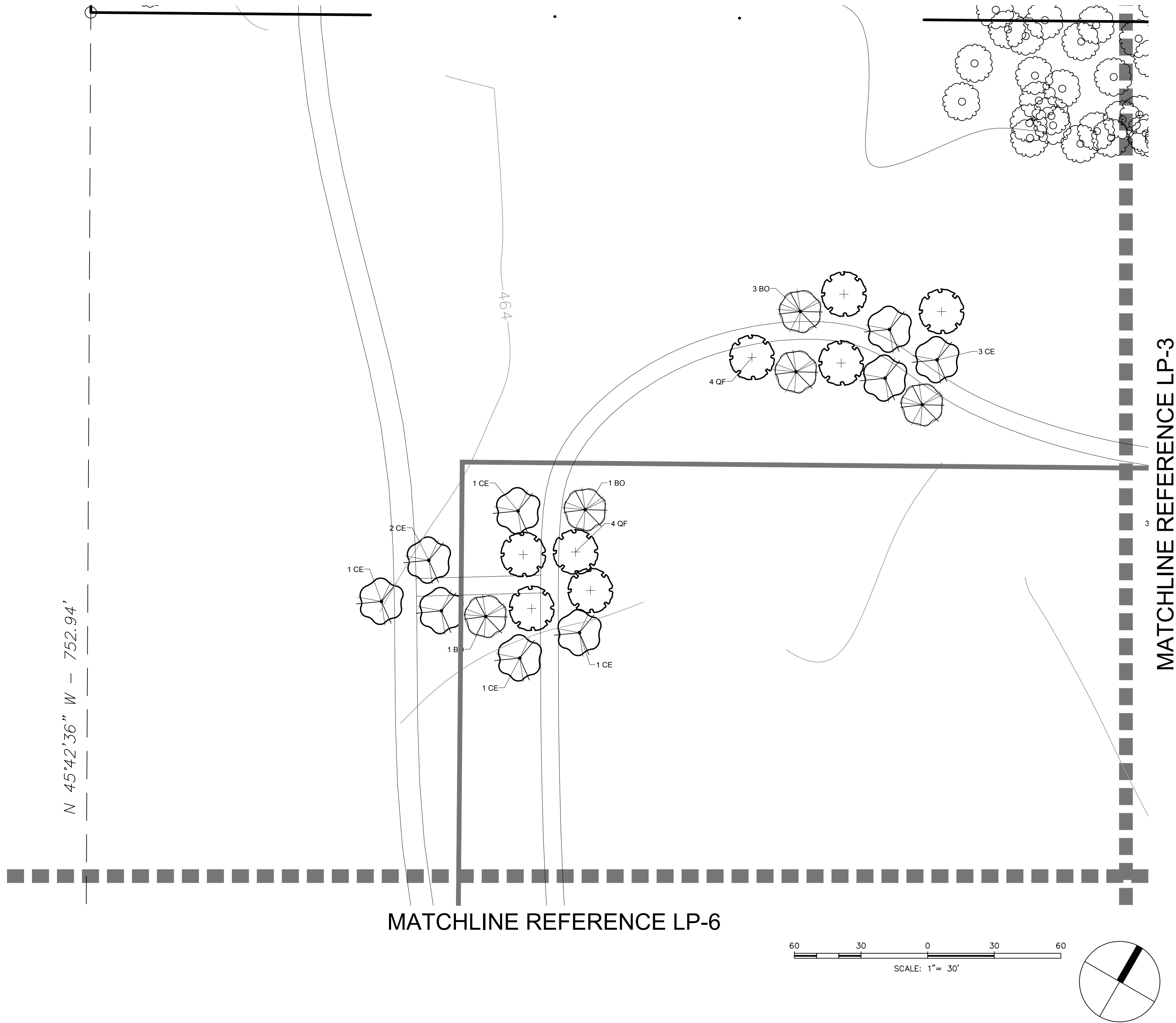
Checked By: *RM*

Project No. _____

Date: 5/10/18

Page _____

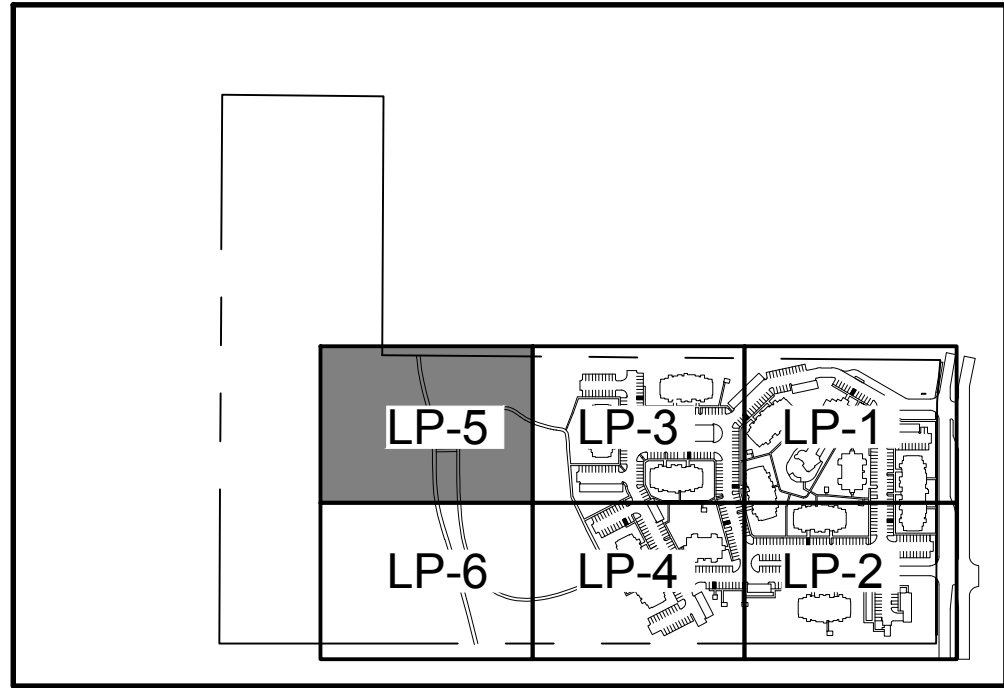
LP-4



LANDSCAPE CALCULATIONS

TOTAL LANDSCAPE AREA REQUIREMENT: A MINIMUM OF 40% OF THE GROSS PLATTED AREA OF THE SITE MUST BE DEVOTED TO LANDSCAPING, OPEN SPACE AREAS, POOLS, AND SIMILAR OUTDOOR RECREATIONAL ACTIVITY AREAS. TOTAL SITE AREA: 855,082 sf TOTAL LANDSCAPE AREAS: 444,848 sf 52.0% OF LANDSCAPE TO SITE AREA

KEY MAP N.T.S.



PLANT SCHEDULE

Table with 7 columns: TREES, CODE, BOTANICAL NAME / COMMON NAME, CONT, CAL, SIZE, QTY. It lists various tree and shrub species like Acer barbatum, Lagerstroemia indica, Magnolia grandiflora, etc., along with their quantities and specifications.

Table with 6 columns: GRASSES, CODE, BOTANICAL NAME / COMMON NAME, SIZE, QTY. It lists grass species like Miscanthus sinensis, Lantana sellowiana, and Liriope muscari, along with their quantities and specifications.

Table with 6 columns: GROUND COVERS, CODE, BOTANICAL NAME / COMMON NAME, CONT, SPACING, QTY. It lists ground cover materials like 4" compacted depth / Decomposed Granite Gravel, Cynodon dactylon, and Lantana sellowiana, along with their quantities and specifications.



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Revisions:

Vantage at Garland Apartments Bunker Hill Road Garland, Texas

Page Description

LANDSCAPE PLANTING

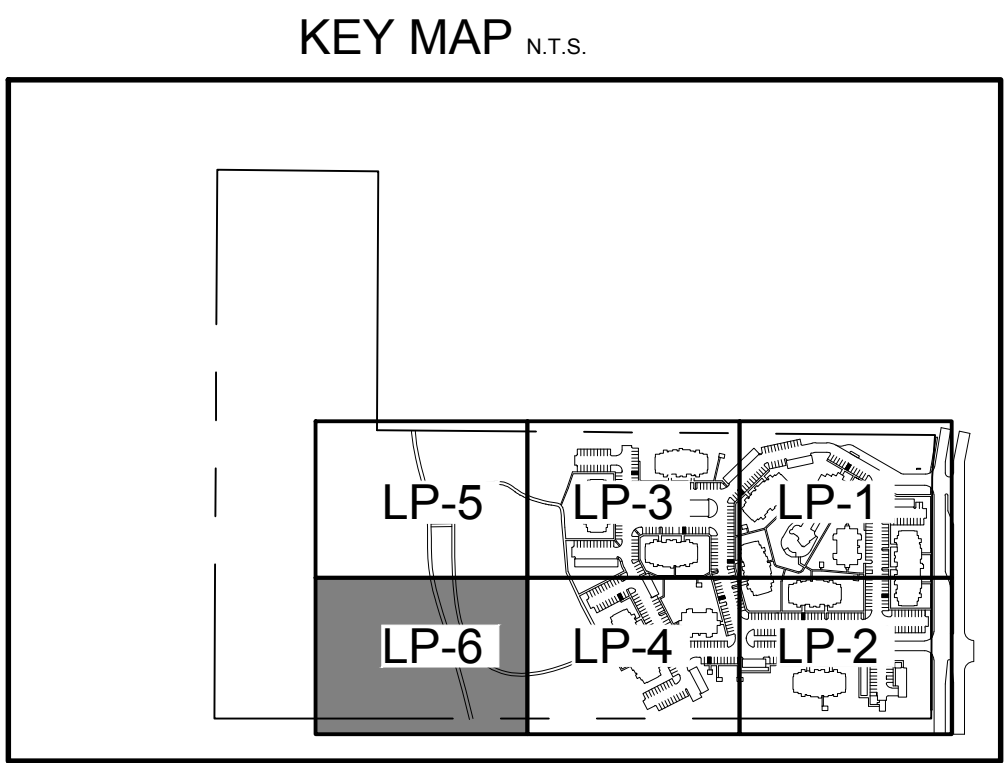


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Drawn By: Checked By: Project No. Date: 5/10/18 Page

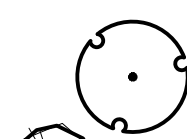
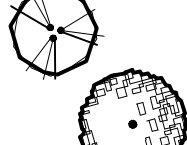
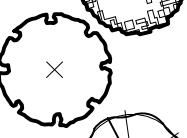
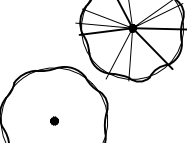
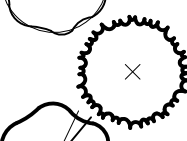
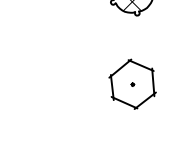
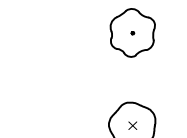
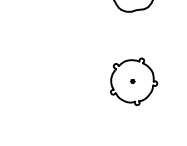
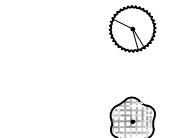
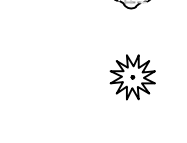
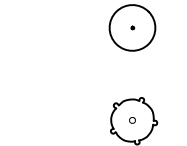
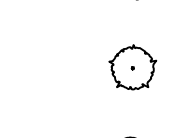
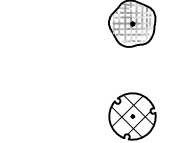
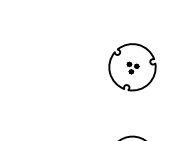
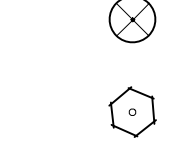
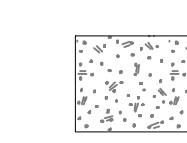
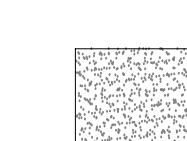
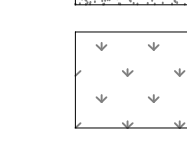
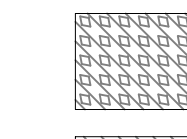
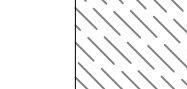
CITY CASE #170613-1 PRELIMINARY SET NOT FOR CONSTRUCTION

LP-5



PARKING AREA LANDSCAPING:
LIVING LANDSCAPE MATERIALS: LIVING LANDSCAPE MATERIALS MUST COVER A MINIMUM OF FIVE PERCENT OF THE TOTAL PARKING LOT AREA.
 TOTAL PARKING LOT AREA: 235,242
 TOTAL LANDSCAPE AREA IN PARKING LOT AREA: 23,838
 5% REQUIRED
 10% PROVIDED
TERMINUS PARKING ROWS:
 A LANDSCAPE ISLAND MUST BE LOCATED AT THE TERMINUS OF EACH PARKING ROW, AND MUST CONTAIN A MINIMUM OF ONE LARGE CANOPY TREE: PROVIDED
 DISTANCE: THERE MUST BE A MINIMUM OF ONE LARGE CANOPY TREE WITHIN 65 FEET OF EVERY PARKING SPACE: PROVIDED
 587 PARKING SPACES PROVIDED / 10 = 59 PARKING TREES REQUIRED
 76 PARKING TREES PROVIDED

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	QTY
	AV	Acer barbatum var. Caddo / Southern Sugar Maple	B & B	6"Cal	12-14`	51
	WR	Lagerstroemia indica `Watermelon Red` / Crepe Myrtle Multi trunk 3-5 canes	CONT.	3" cal overall	8-10` ht	28
	MG2	Magnolia grandiflora / Southern Magnolia	B & B	4"Cal	12-14`	48
	QF	Quercus falcata / Southern Red Oak	CONT.	6"Cal	12-14`	94
	BO	Quercus macrocarpa / Burr Oak	CONT.	3"Cal	12-14`	38
	LO	Quercus virginiana / Live Oak	CONT.	4"Cal	12-14`	47
	TD2	Taxodium distichum / Bald Cypress	B & B	6"Cal	12-14`	7
	CE	Ulmus crassifolia / Cedar Elm	B & B	4"Cal	12-14`	104
	VC	Vitex agnus-castus / Chaste Tree 3-5 canes	CONT.	3"Cal	8-10` ht.	8
SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	SIZE			QTY
	GA	Abelia grandiflora / Glossy Abelia 24" minimum at time of planting	5 gal			249
	BC2	Berberis thunbergii `Crimson Pygmy` / Crimson Pygmy Barberry	3 gal			50
	RG	Berberis thunbergii `Rose Glow` / Rosy Glow Barberry	3 gal			496
	RG2	Berberis thunbergii `Rose Glow` / Rosy Glow Barberry	CONT.			31
	AG2	Berberis trifoliata / Agarito	5 gal			44
	BT2	Berberis trifoliolata / Algerita	3 gal			11
	BB	Callicarpa americana / American Beauty Berry	3 gal			24
	RY	Hesperaloe parviflora / Red Yucca 30" o.c.	3 gal			76
	IB2	Ilex cornuta `Burfordii Nana` / Dwarf Burford Holly	5 gal			318
	DY	Ilex vomitoria `Nana` / Dwarf Yaupon 24" o.c.	3 gal			378
	Jl	Juniperus virginiana `Idyllwild` / Idyllwild Red Cedar	5 gal			162
	TS	Leucophyllum frutescens `compactum` / Texas Sage 36" o.c.	5 gal			72
	NH	Nandina domestica `harbour dwarf` / Heavenly Bamboo	3 gal			506
	NH2	Nandina domestica `Harbour Dwarf` / Dwarf Heavenly Bamboo	5 gal			40
	RS	Salvia greggii `Furmans Red` / Furman's Red Salvia	3 gal			171
	SK	Scutellaria suffrutescens / Pink Skullcap	3 gal			345
	YB2	Yucca recurvifolia `Banana Split` / Banana Split Yucca	5 gal			6
GRASSES	CODE	BOTANICAL NAME / COMMON NAME	SIZE			QTY
	MS	Miscanthus sinensis `Silberfeder` / Silver Feather Grass	3 gal			25
	MS2	Miscanthus sinensis `Silberfeder` / Silver Feather Grass	5 gal			3
GROUND COVERS	CODE	BOTANICAL NAME / COMMON NAME	CONT		SPACING	QTY
	SA	4" compacted depth / Decomposed Granite Gravel Install over weed fabric. Surround with steel edging when not adjacent to paving.	n/a			2,374 sf
	CC3	Cynodon dactylon Common / Bermuda Grass	Hydromulch			161,536 sf
	CD	Cynodon dactylon `tif 419` / Bermuda Grass	sod			130,247 sf
	LS2	Lantana sellowiana `Lavender Swirl` TM / Trailing Lantana Full plants rooted to container	1 gal		24" o.c.	213 sf
	LB	Liriope muscari `Gigantea` / Giant Lily Turf	1 gal		15" o.c.	269 sf



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Revisions:

Vantage at Garland
Apartments

Page Description

LANDSCAPE PLANTING

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Checked By: *TEM*

Project No

Date: 5/10/18

Page

LP-6

BUILDING TYPE 1



North Elevation



East Elevation



South Elevation



West Elevation

BUILDING TYPE 2



North Elevation

East Elevation



South Elevation

West Elevation

EXHIBIT E

BUILDING TYPE 3



North Elevation



East Elevation



South Elevation



West Elevation

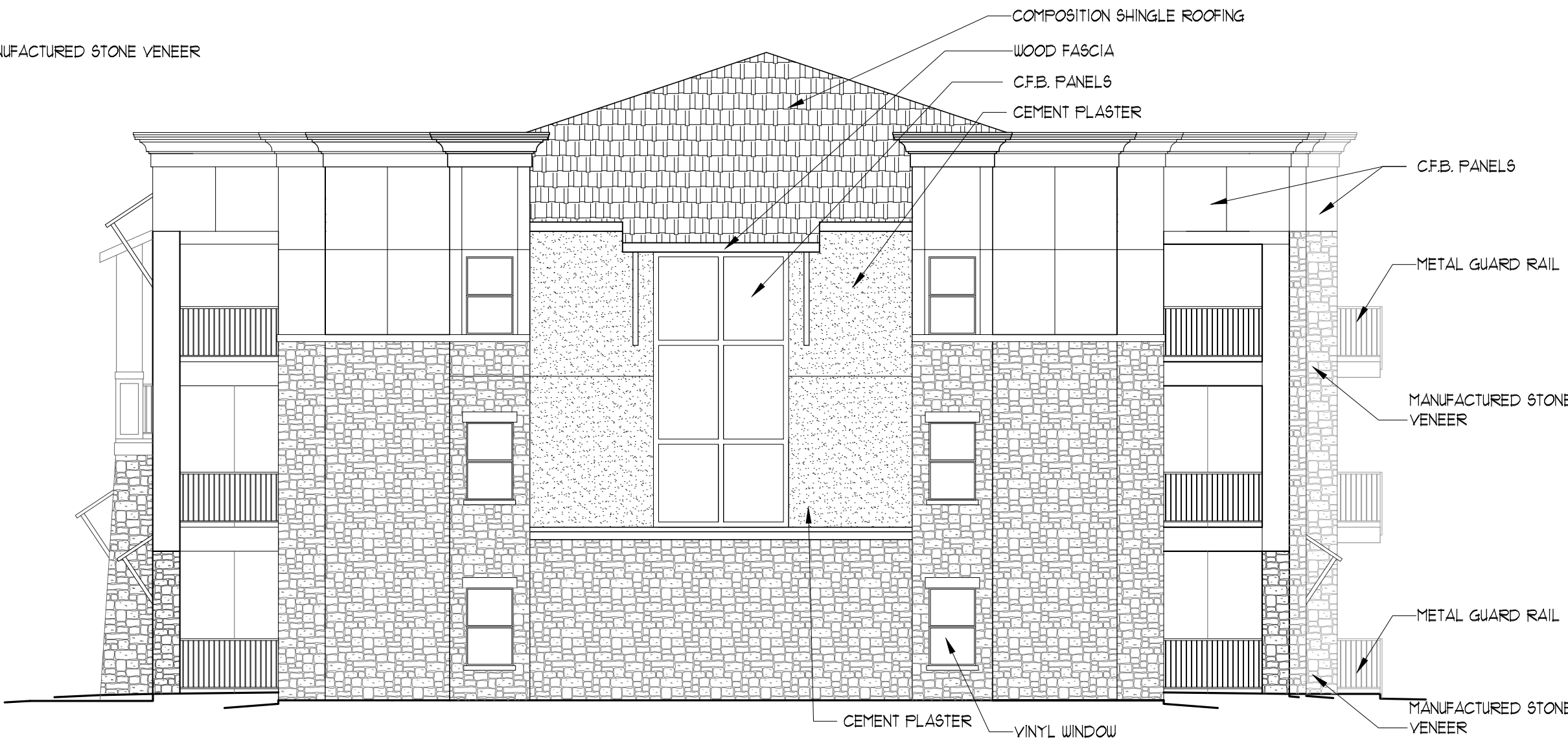


FRONT ELEVATION

- ARCHITECTURAL ELEMENTS
- 1) ORNAMENTAL FACADE TRIM
 - 2) AWNINGS
 - 3) DIVIDED LIGHT WINDOWS
 - 4) RECESSED ENTRIES
 - 5) ALCOVES
 - 6) PLANTER AROUND BUILDINGS



BACK ELEVATION



SIDE ELEVATIONS

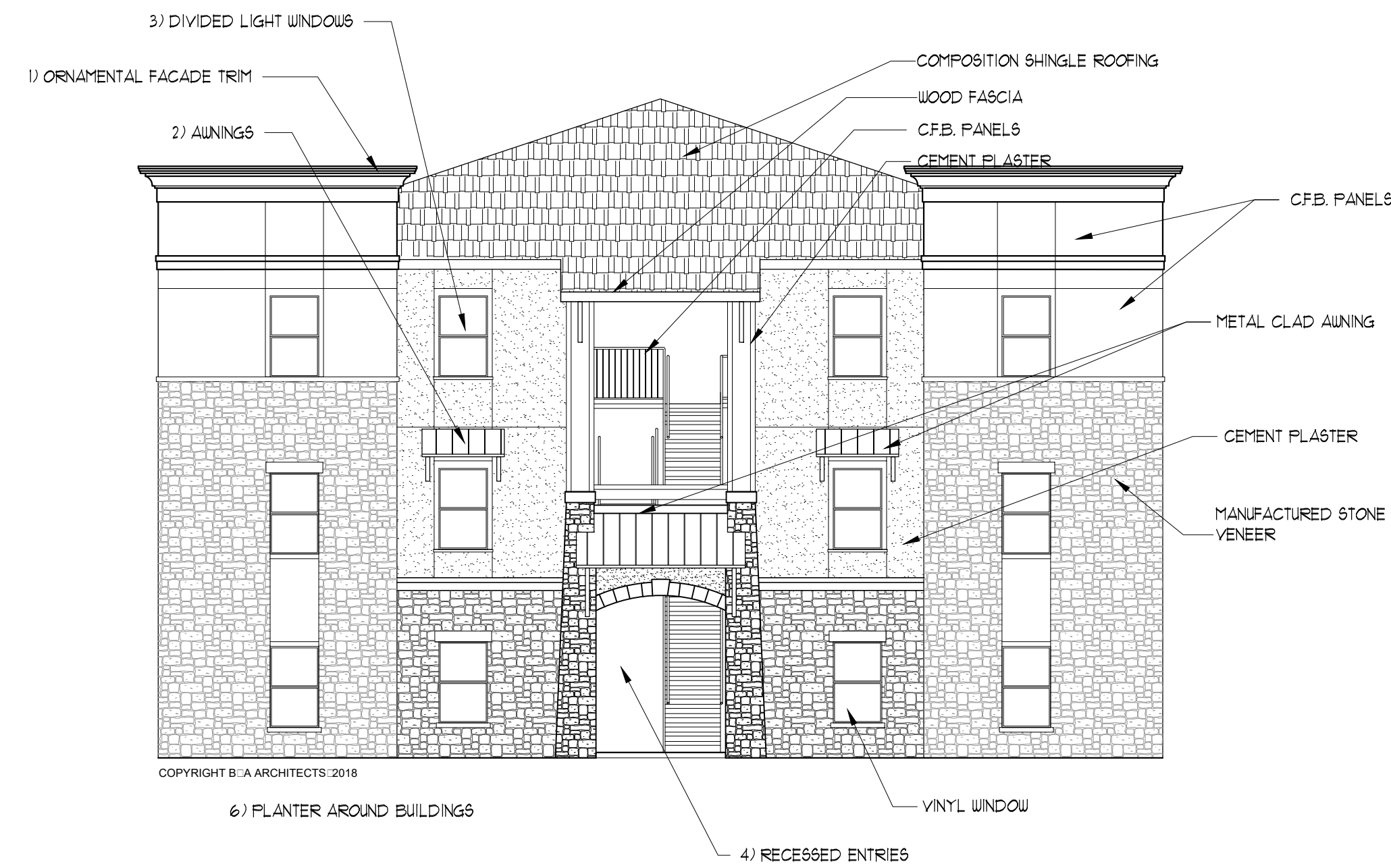
MATERIALS	FRONT	SIDE	BACK
STUCCO	30%	15%	40%
STONE	50%	65%	46%
C.F.B. PANELS	20%	20%	14%
TOTAL	100%	100%	100%

antage at Garland Apartments
Building Type I 27 units
Garland, Texas
03.27.2018





FRONT & BACK ELEVATION



ARCHITECTURAL ELEMENTS
1) ORNAMENTAL FACADE TRIM
2) AWNINGS
3) DIVIDED LIGHT WINDOWS
4) RECESSED ENTRIES
5) ALCOVES
6) PLANTER AROUND BUILDINGS

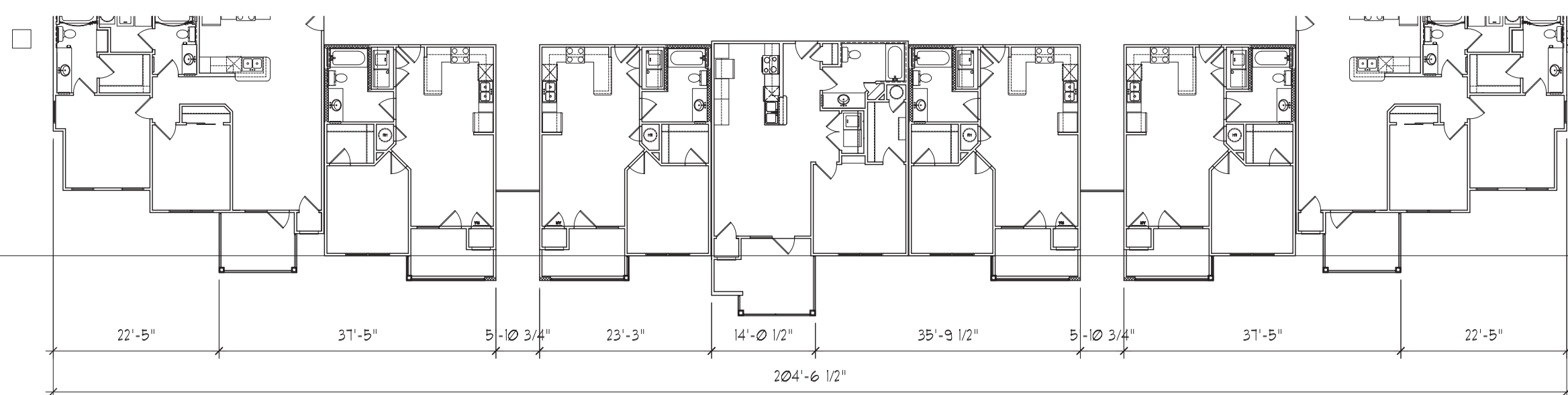
Quantage at Garland Apartments
Building Type II 12 units
Garland, Texas
03.27.2018

MATERIALS	FRONT	SIDE	BACK
STUCCO	40%	24%	40%
STONE	47%	59%	47%
C.F.B. PANELS	14%	17%	14%
TOTAL	100%	100%	100%



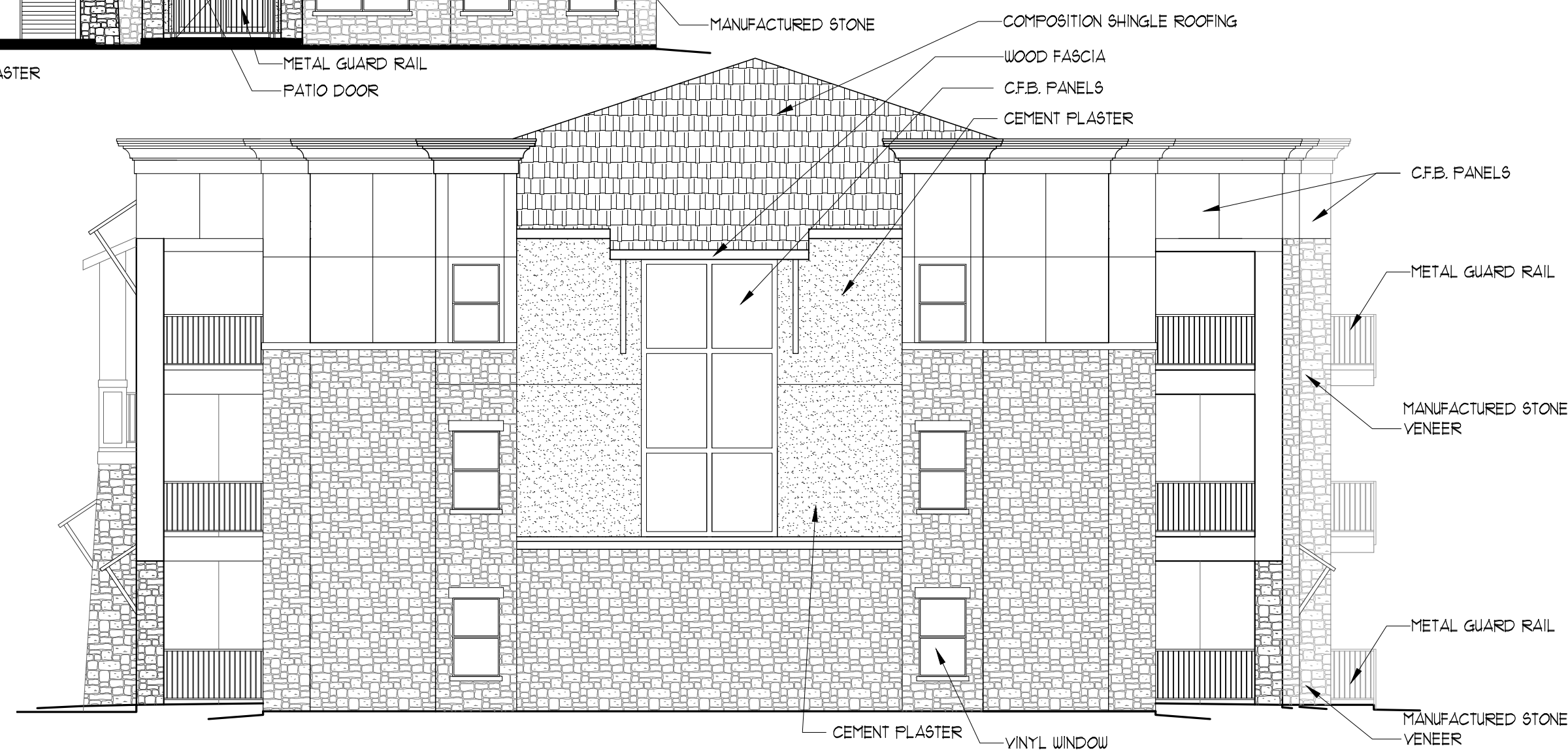


FRONT ELEVATION



Street Elevations (4' Depth Articulation 35%)

- ARCHITECTURAL ELEMENTS
- 1) ORNAMENTAL FACADE TRIM
 - 2) AWNINGS
 - 3) DIVIDED LIGHT WINDOWS
 - 4) RECESSED ENTRIES
 - 5) ALCOVES
 - 6) PLANTER AROUND BUILDINGS



SIDE ELEVATIONS



BACK ELEVATION

Quantage at Garland Apartments
Building Type III 39 units
Garland, Texas
03.27.2018

MATERIALS	FRONT	SIDE	BACK
STUCCO	30%	16%	49%
STONE	58%	64%	43%
C.F.B. PANELS	12%	20%	8%
TOTAL	100%	100%	100%





01 CLUBHOUSE / LEASING
FRONT ELEVATION - North
sc. 1/8" = 1'-0"

Club Building Materials
Percentage
Stucco = 73.7%
Stone = 17.9%
Panels = 8.4%



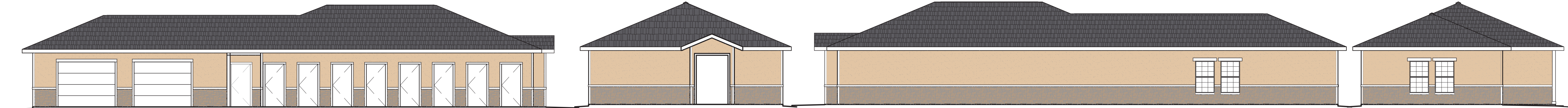
02 CLUBHOUSE / LEASING
SIDE ELEVATION - West
sc. 1/8" = 1'-0"



03 CLUBHOUSE / LEASING
BACK ELEVATION - South
sc. 1/8" = 1'-0"



04 CLUBHOUSE / LEASING
SIDE ELEVATION - East
sc. 1/8" = 1'-0"



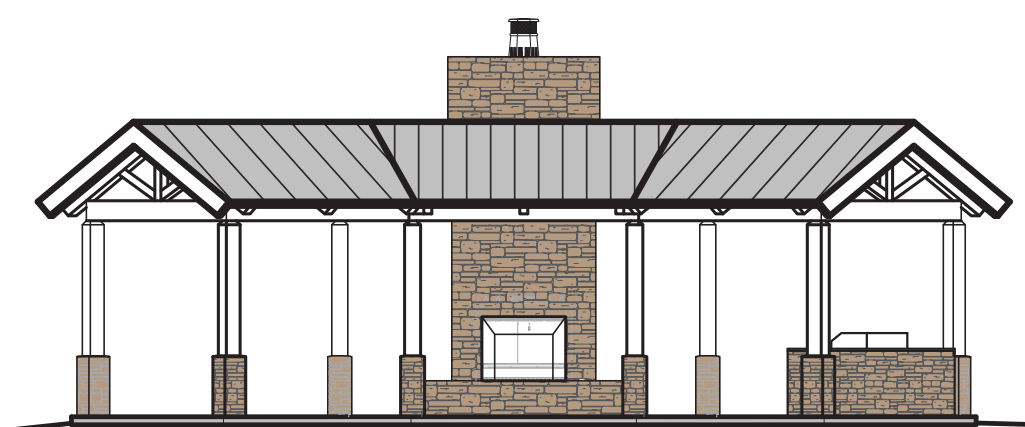
05 CART STORAGE BUILDING
FRONT ELEVATION
sc. 1/8" = 1'-0"

Cart Storage Building Materials
Stone = 29.5%
Stucco = 70.5%

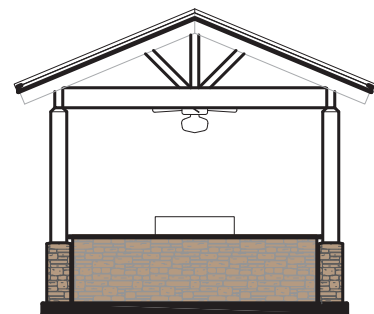
06 CART STORAGE BUILDING
SIDE ELEVATION
sc. 1/8" = 1'-0"

07 CART STORAGE BUILDING
BACK ELEVATION
sc. 1/8" = 1'-0"

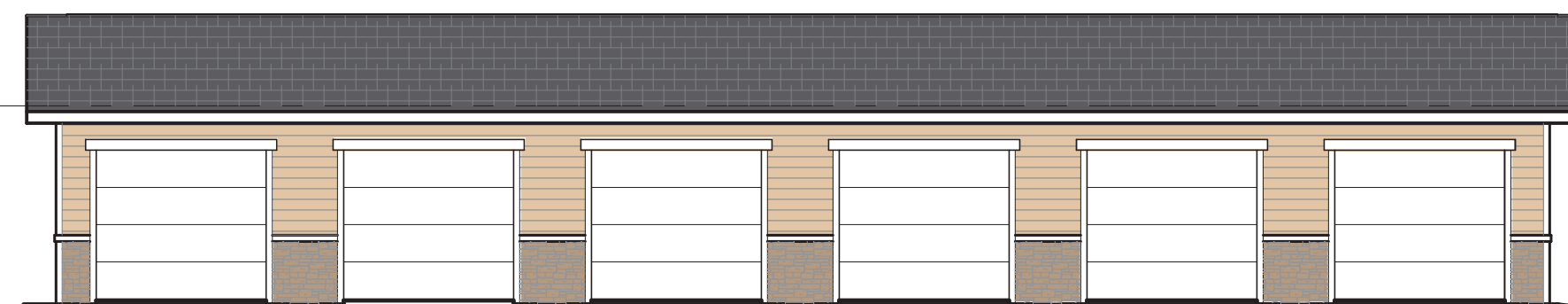
08 CART STORAGE BUILDING
SIDE ELEVATION
sc. 1/8" = 1'-0"



09 POOL CABANA
FRONT ELEVATION
sc. 1/8" = 1'-0"

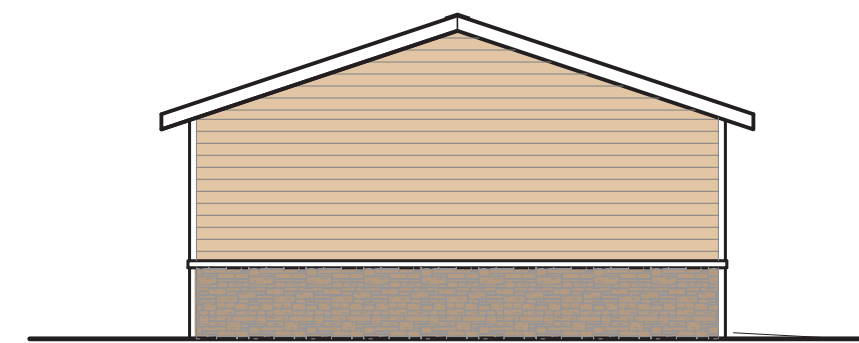


10 POOL CABANA
SIDE ELEVATION
sc. 1/8" = 1'-0"

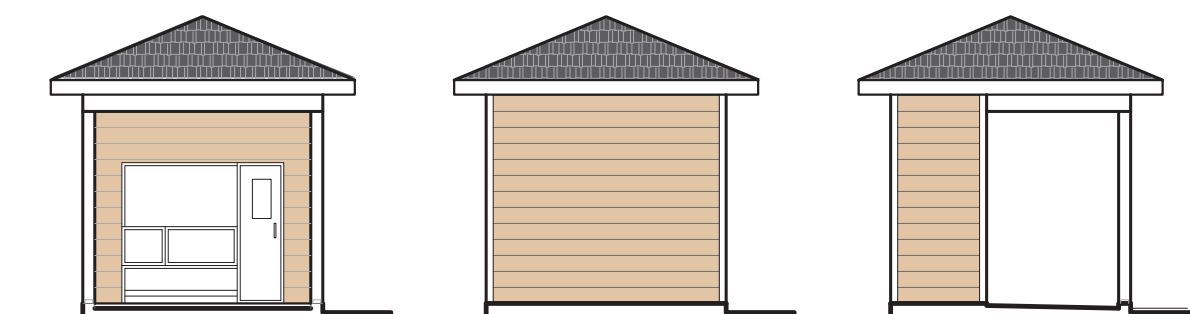


11 TYPICAL GARAGE
FRONT ELEVATION
sc. 1/8" = 1'-0"

Garage Building Materials
Stone = 29.3%
Stucco = 70.7%



12 TYPICAL GARAGE
SIDE ELEVATION
sc. 1/8" = 1'-0"

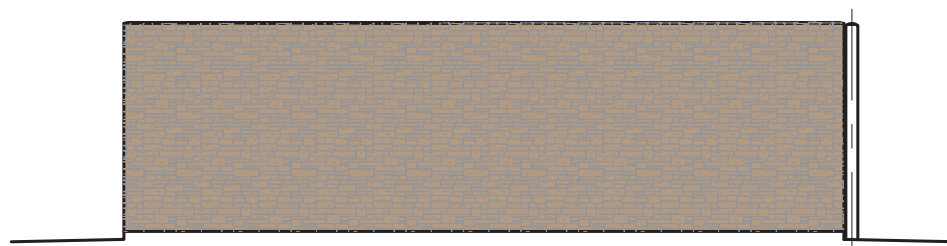


Dog Wash Building Materials
Stucco = 100%

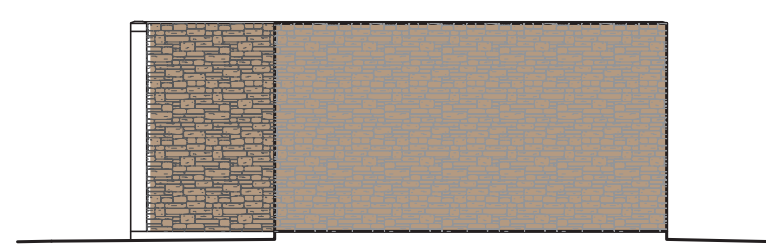
13 DOG WASH
FRONT ELEVATION
sc. 1/8" = 1'-0"

14 DOG WASH
BACK ELEVATION
sc. 1/8" = 1'-0"

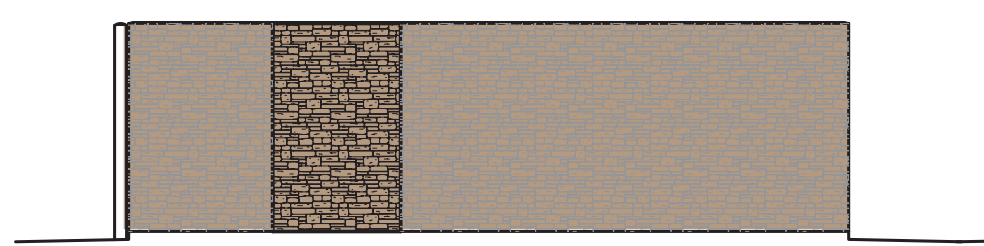
15 DOG WASH
SIDE ELEVATION
sc. 1/8" = 1'-0"



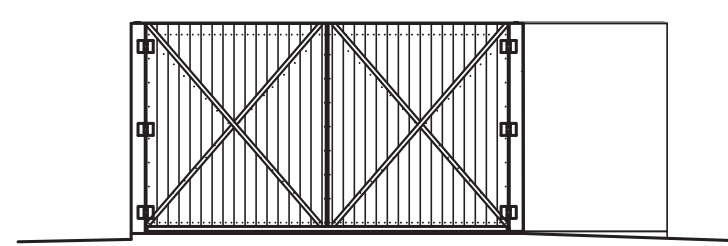
16 TRASH COMPACTOR
SIDE ELEVATION
sc. 1/8" = 1'-0"



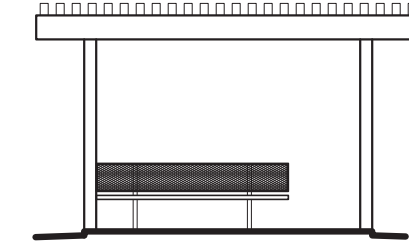
17 TRASH COMPACTOR
BACK ELEVATION
sc. 1/8" = 1'-0"



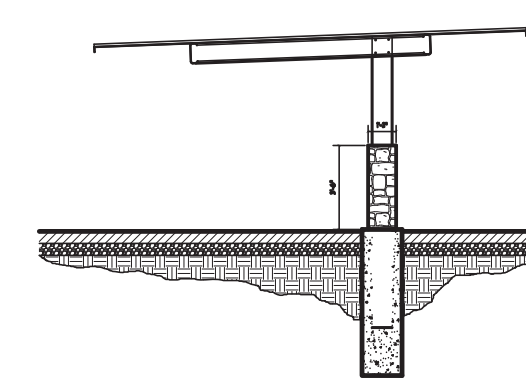
18 TRASH COMPACTOR
SIDE w/ ENTRY ELEVATION
sc. 1/8" = 1'-0"



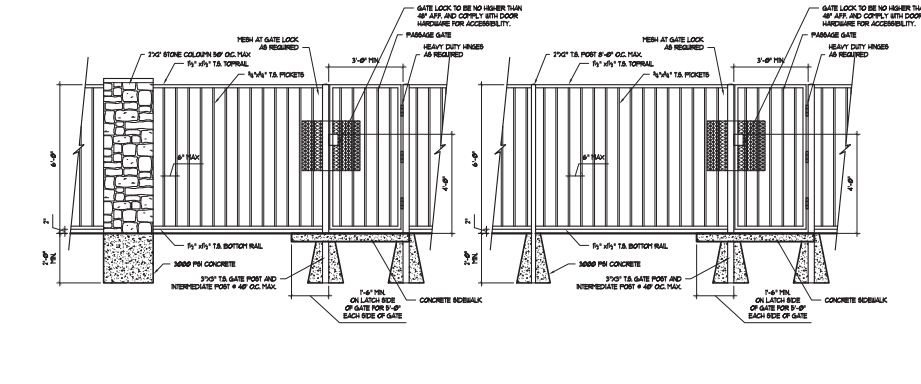
19 TRASH COMPACTOR
FRONT ELEVATION
sc. 1/8" = 1'-0"



20 DOG PARK ARBOR
ELEVATION
sc. 1/8" = 1'-0"



21 CARPORT
ELEVATION
sc. 1/8" = 1'-0"



222 Ridgcrest
San Antonio, Texas 78209
ph. 210.829.1898 fax 210.829.1899
architects@ba-architects.com
www.ba-architects.com

Architect

ERIC A. BRENDLER JR.

DATE 10/17

NOT FOR REGULATORY
APPROVAL, PERMITTING
OR CONSTRUCTION

Issuance

Not For Construction

Revisions:

Vantage at Garland
Apartments
Bunker Hill Road
Garland Texas

Page Description

SUPPORT BUILDING
EXTERIOR ELEV.

These drawings and accompanying
specifications are to be an instrument
of service and shall remain the property
of the Architect. They are not to be
used on other projects or extensions of
this project except by agreement in
writing and with appropriate
compensation to the Architect.

Drawn By: *SDM*

Checked By:

Project No. 17010

Date: 12.29.2017

Page

A4.5

EXHIBIT E

REPORT & MINUTES

P.C. Meeting, April 9, 2018

Consideration of the application of **Masterplan Consultants**, requesting approval of 1) a Change in Zoning from Agricultural (AG) District to Planned Development (PD) District for Multi-Family Uses and 2) a Detail Plan for Multi-Family Uses. This property is located at 4701 Bunker Hill Road. (District 1) (File Z 17-43) (This item was postponed from the February 26, 2018 Plan Commission Meeting).

The applicants Dallas Cothrum, Maxwell Fisher, 900 Jackson Street, Suite 640, Dallas, 75202 and Chris Weigand, 7334 Blanco Road, San Antonio, Texas, 78216 provided an overview of the request and elaborated on the proposed improvements.

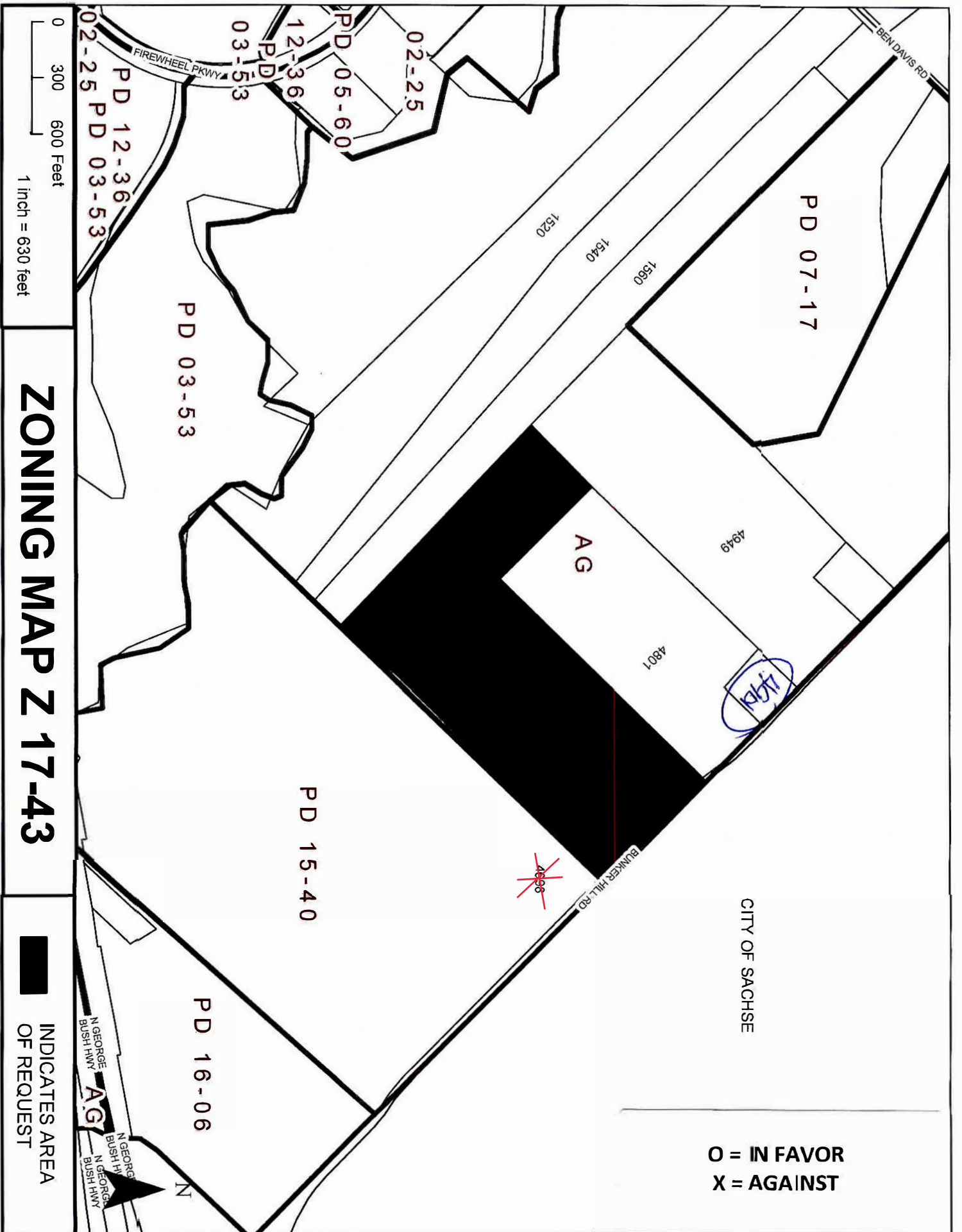
Speaking in opposition of the request Mark Denyer, 7 Piedmont Center, #300, Atlanta, Georgia, raised concerns regarding the quality of product.

Commissioner Dalton spoke of concerns regarding the visible parking from Bunker Hill Road.

Motion was made by Commissioner Dalton, seconded by Commissioner Welborn to close the public hearing and open the case for discussion. **Motion carried: 7 Ayes, 0 Nays**

Chairman Roberts also spoke of concerns regarding the visibility of parking from Bunker Hill Road.

Motion was made by Commissioner Dalton, seconded by Commissioner O'Hara to **approve** the application with direction to modify the proposal prior to City Council to conceal the parking from Bunker Hill Road and create a development that is a more urban layout in comparison to the garden style presented. **Motion carried: 7 Ayes, 0 Nays.** Commissioner Hedrick recused himself from this case.





GARLAND

CITY OF GARLAND
PLANNING DEPARTMENT
P.O. BOX 469002
GARLAND, TX 75046-9002

January 11, 2018

HEARING DATE/TIME: Plan Commission: January 22, 2018 – 7:00 PM

APPLICANT: Masterplan Consultants

File Z-17-43

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, January 22, 2018, in the Council Chambers of the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, to consider the application of **Masterplan Consultants**, requesting approval of 1) a Change in Zoning from Agricultural (AG) District to Planned Development (PD) District for Multi-Family Uses, and 2) a Detail Plan for Multi-Family Uses. The property is shown on the enclosed sketch and is described as follows:

Being an approximate 41.79-acre tract of land situated in the Daniel Crist Survey, Abstract No. 226, Dallas County, Texas, and being property described as two tracts of land in deed to Norberto Guillen as recorded in Volume 2002058 at Page 7057 of the official public records of Dallas County, Texas. The subject site is located at 4701 Bunker Hill Road (District 1).

Note: The applicant seeks approval of a Planned Development (PD) District and Detail Plan for an approximately 291-unit multi-family development.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002, fax to 972-205-2474, deliver to the Planning Department at 800 East Main Street, Garland TX, or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Isaac Williams at 972-205-2445.

(Please Check One Below)

X* I am in favor of the request. *With reservations as detailed below

_____ I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

Please see comments below.

Your Property Address 509 + 4901 Bunker Hill
Printed Name DONNA E. THOMAS/CHALKER
Address 4901 BUNKER HILL City, State Garland Zip 75040
The above statements reflect my (our) opinion regarding the proposed request(s).
Signature Donna Thomas Title Owner
Date: Jan 21, 2018

My comments:

I'm supportive of the plan, with the understanding that the Planning Commission will offer my land the same opportunity to have a zoning change in the future. I would also suggest that 750 square feet should be the minimum size of any apartment in this proposed complex. As it is now planned, there would be 21 apartments that would be 500 square feet (which is smaller than a two car garage) and 138 apartments that would be 629 to 750 square feet. I do not believe any apartments under 750 square feet should be allowed.

From: Tim Coltart <TimColtart@realtycapital.com>
Sent: Monday, April 09, 2018 1:46 PM
To: Planning Group; Plan Commission
Cc: Guerin, Will; Wauwie, Kira; Neil Brown (Neil@ntbrown.com); Mark Denyer; council3@garlandtx.com
Subject: Opposition to low quality apartments on Bunker Hill Road.
Attachments: Letter in opposition.pdf

Dear members of the Planning and Zoning Commission,

Please see the attached outline expressing why we believe that the proposed Vantage apartment project will be detrimental to all the work that we and the City of Garland is doing to ensure that the eastern entrance to Garland is built to the highest standard possible. The attachment outline some of the reasons that this project should not be supported. These reasons are primary based on the lack of requirements for quality.

If this project is approved it will force us to reconsider the amount invested and the standards/amenities for our second and third phases of our already approved project. We will still build a quality project, but there is no doubt that the Vantage community will set the low point for the market that we are working hard to push to a higher level of quality.

Please take the time to read the attached where we detail why we don't support it. Call me with any questions.

Tim Coltart
Managing Director
Realty Capital Management
909 Lake Carolyn Parkway, Suite 150
Irving, Texas 75039
tcoltart@RealtyCapital.com
469-533-4100 - Main
469-533-4127 - Direct
214-578-1314 - Cell

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- Ceiling Fans in bedrooms
- 9 ft. Ceilings
- Door to Door Valet Trash Service

The site plan and renderings that the developer has provided show a basic garden style apartment project that exemplifies the type of apartments that most communities actively seek to prevent. One of the main reasons that we have been able to underwrite our higher quality urban project is because it is not surrounded by legacy garden style projects like this. If this project is approved it will greatly diminish our ability to continue to build to the high standards we committed to council. Therefore, we implore the Planning & Zoning Commission and City Council to deny this request zoning as written. We must protect this entrance of Garland from becoming just another location for garden style apartments.

We are scheduled to start leasing the first units this summer and we are already working on plans for an additional 800-900 units for which the zoning is already approved. We are committed to building a quality project that will add value and satisfy the demand for rental housing in this area for years to come. Should this zoning request be approved then Garland is effectively making it more difficult for us to deliver quality units. It will practically cast the dye on future phases being lower quality units. **To be clear, we do not oppose the request due to the fact it has multi-family in it. We oppose this application because it includes dramatically lower standard of multifamily making it more difficult for us to deliver the higher standards that we promised to Garland City Council.**

Your sincerely



Tim Coltart
Managing Director
Realty Capital Management



Neil Brown
President
Archco Residential

April 5, 2018

RCM Firewheel LLC
909 Lake Carolyn Parkway, Suite 150
Irving, TX 75038

RE: Vantage Application for Garden Style Multi Family Zoning on Bunker Hill Road

Dear members of Garland City Council and the Planning and Zoning Commission,

Please accept this email as communication of our formal **opposition to the request for the rezoning of the property located at 4701 Bunker Hill Road.**

We own over 100 acres of land directly east of the proposed site. Our partner, Archco Residential, is currently building 299 high-quality urban multifamily units in a project called The Domain at The One Forty. These units are scheduled to start leasing in June of this year. The standards that the applicant has proposed allow for a project that is of significantly lower quality than what is being built directly next door at The Domain at Firewheel. The approval of this project would be an irrevocable backwards step for this part of Garland resulting in the reduction of rental rates and an eyesore on one of the last quality entrances to Garland.

Similar to our site, this property is very visible from President George Bush Turnpike. Unlike the southern entrances to Garland (which the city is now investing significant resources to improve), this entrance to Garland remains clean and attractive. We proposed and required that our development include higher quality building materials and standards when we received multifamily zoning approval years ago. Our intention was to protect this entrance to Garland, develop a high-quality project, and attract renters who were willing to pay more for the amenities and quality of the property. The City and the Tollway Authority are also investing almost \$30M on a new character bridge over Rowlett Creek to further enhance this entrance to Garland. The applicant's proposed design/construction standards risk destroying all the steps forward that we have made and will force our \$200M +/- project to re-strategize to compete with lower rents and standards.

To aid in your consideration, I have provided some comparisons of the required standards for our project and what is being proposed by the applicant:

1. Project appearance and presentation to George Bush and Bunker Hill

PROPOSED PROJECT



APPROVED PROJECT (UNDER CONSTRUCTION)

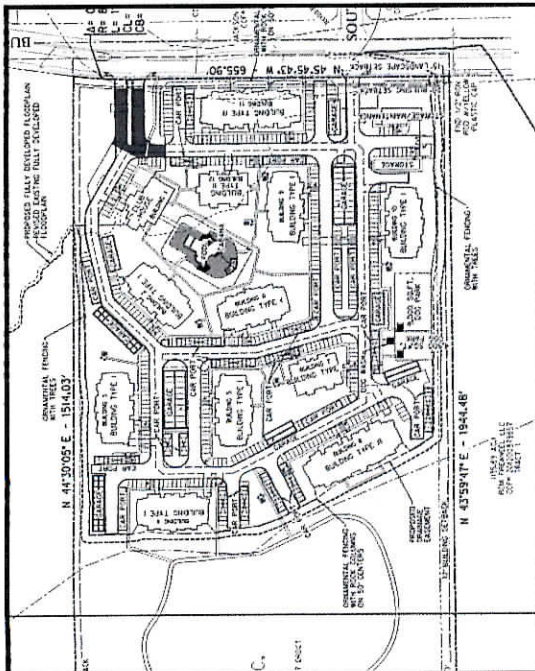


- Lower Quality Buildings:** The proposed site plan appears to show 11 garden style apartment buildings housing 291 units. This equates to an average of 26 units per building. In addition, their site plan shows a total of 50 buildings on the site when you include the garages and outbuildings! In contrast, our approved site plan has just six buildings housing 295 units for an average of 49 units per building. We have tucked under garages as opposed to separate garage buildings. The large buildings have far more architectural character, are more attractive, and are more expensive and therefore command a higher rent.

PROPOSED PROJECT

VS

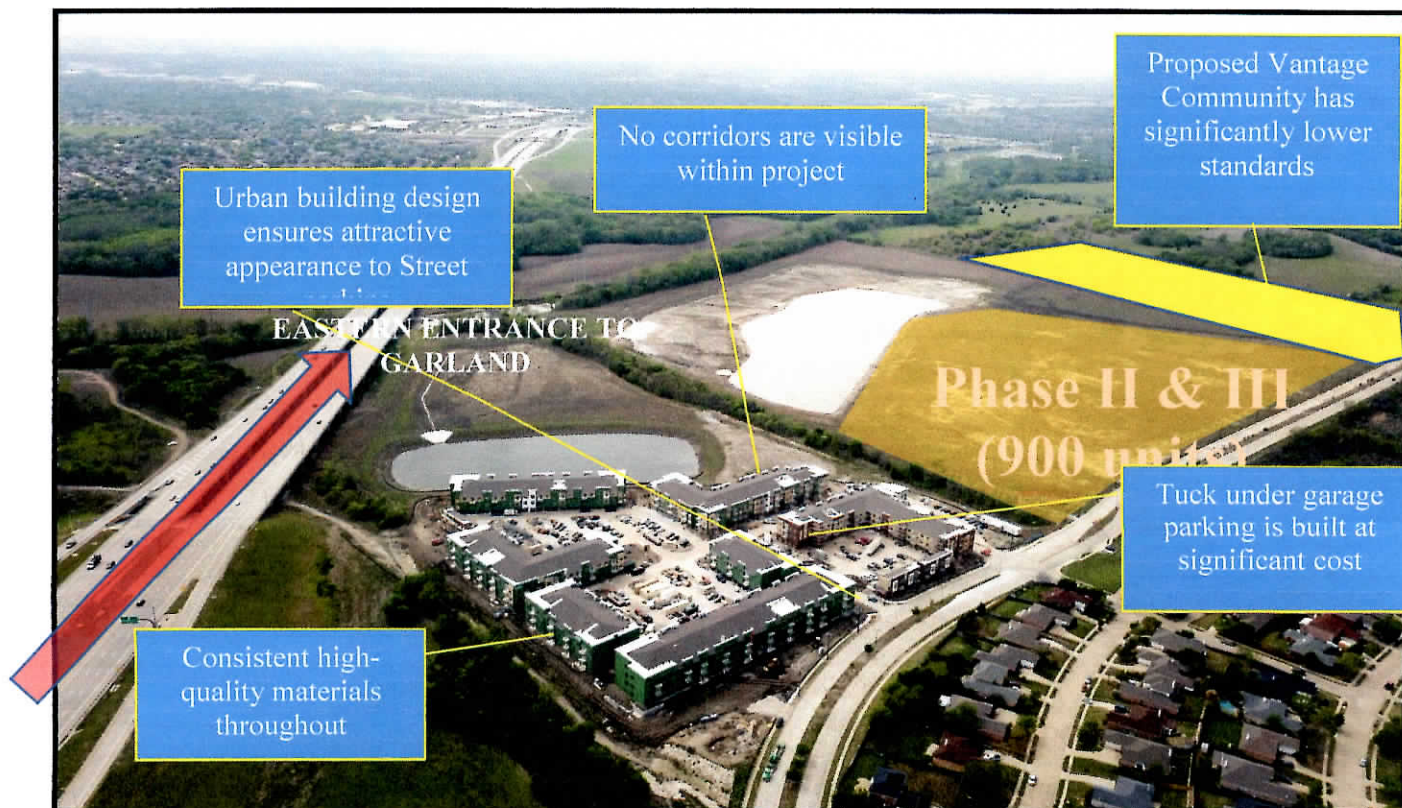
Domain at The One Forty



TYPICAL VANTAGE COMMUNITY



THE DOMAIN AT THE ONE FORTY UNDER CONSTRUCTION





3. **Exposed Corridors and few architectural details:** While both projects are designed to be walk-up units without elevator access, the applicant has only agreed to “internalized corridors” on the northern side of the buildings. The lack of this design on the south side may seem to address the problem but it leaves the rear of the buildings exposed to George Bush. Our zoning requires us to fully conceal stairways.

Exposed corridors and windowless elevations visible throughout project



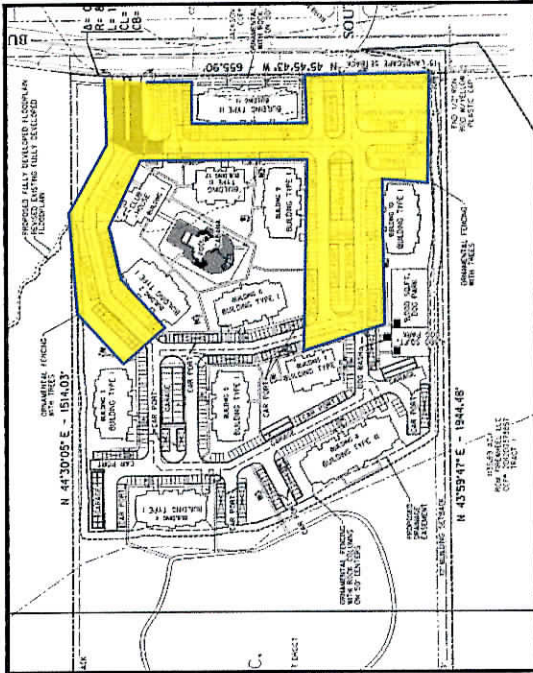
4. **Exposed Parking no public or pedestrian access:** Unlike our urban plan which hides the parking inside the project, the applicant proposes many more buildings and large shared garages that will be visible from both sides of the project. This is done to reduce cost and results in a poorer appearance to the street.

VISIBLE PARKING IS SHOWN IN YELLOW BELOW

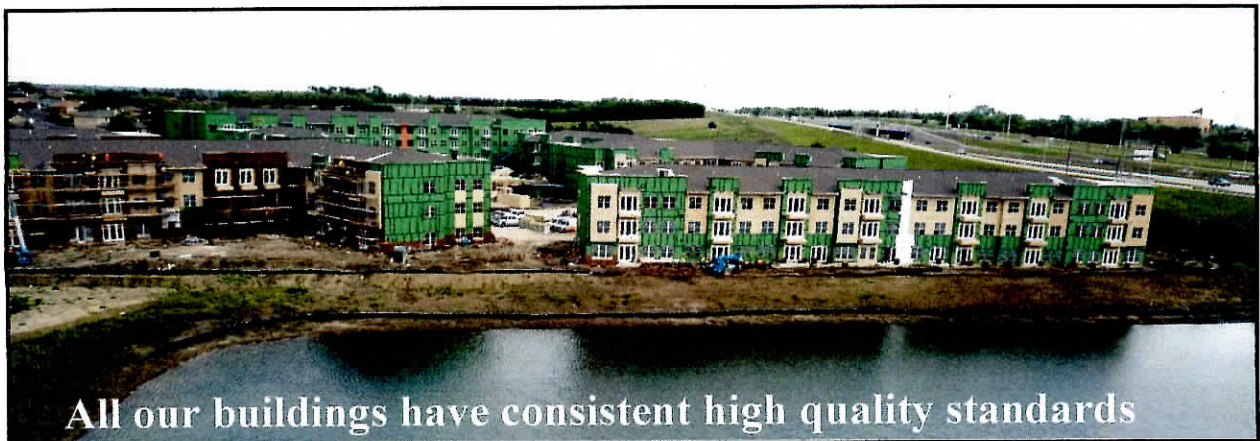
PROPOSED PROJECT

VS

APPROVED PROJECT



5. **Reduced Standards:** They have requested that 9 of the 11 buildings have reduced construction standards and that they seek a variance to only require one pool even though they have more than 250 units.



6. **Does not add any character to entrance to important view corridor:** The site location at the entrance to Garland requires the project to “positively contribute to the community appearance”. The proposed apartment community does nothing to enhance the northern entrance to the city and it is exactly the type of appearance that the City is trying to change on the south entrance to Garland.

Buildings hide the parking inside the project

Variable architectural Façade is focused improving the street environment

High end amenities are included within the building

this in ten years?

- Our zoning requires balconies with decorative railings on all units facing George Bush.
- The vantage project proposes visible roof lines with exposed shingles. Our roof lines are hidden to enhance the appearance from the street.
- The addition of granite countertops is a standard installation, not an enhanced standard.

RENDERINGS FROM OUR PROPOSED UNITS SHOW THE HIGH-QUALITY FINISHES



7. **No detailed plan for flood plain:** Our engineer has communicated that the only way the applicant can reclaim that much of the floodplain would be to complete a CLOMR. We are not aware of any plans or applications to amend the floodplain and are concerned because what is shown will absolutely impact the floodplain on our property. If they do excavate a large area they will have to acquire a drainage easement for the storm pipes to drain that area. Has this been completed?
8. **Too many small buildings:** Their site plan indicates some 50 buildings on the property for less than 300 units. Unlike the proposed plan all our amenities and most of our covered parking is included in the main 6 buildings. This is done at significant additional cost to ensure with the intent to attract higher paying renters that demand quality product. Should the adjacent project be permitted to lower those standards it will undoubtedly reduce our ability to achieve the higher rents.
9. **No Enhanced Architectural Elements:** The outline of enhancements that was sent by the applicant outlines standard features for any new project and all are significantly exceeded by our requirements.
10. **Few Amenities:** The proposed project does not appear to have many amenities for residents besides a pool. By contract the Domain at the 140 has the following amenities:

Outdoor amenities for The Domain at The One Forty:

- 140 acres of Green Space with Walking/Jogging Trails & Disc Golf
- Resort Style Swimming Pool with Fire Feature, Tanning Deck, Private Cabanas, and Infinity Edge Pond View
- Outdoor Entertainment Kitchen
- Secondary Private Splash Pool
- Fully Equipped Wellness Center with Premium Cardio & Strength Training Equipment, Free Weights, and Yoga Studio
- Yoga Lawn & Weekly Fitness Classes
- Fitness on Demand Virtual Trainer
- Social Clubroom with TV's, Streaming Gaming Console, Arcade Games, Entertaining Kitchen, Billiards & Shuffle Board
- Starbucks® Coffee Bar
- Pet-Friendly Community with Dog Park, Paw Spa, and Convenient Waste Stations
- Relaxing Courtyard with String Lighting and Water Features
- Bike Storage and Rentable Storages Available
- Convenient 24/7 Parcel Lockers & Mail Center
- Monthly Community Events

Apartment Amenities for The Domain at The One Forty:

- GE Energy Star Stainless Steel Appliance Package
- White Quartz Counter Tops
- Kitchen Islands with Designer Pendant Lighting
- Large Basin Under Mount Sink
- Wood Plank Style Flooring
- Pantry/Linen Closets (select homes)
- In-Home Washer/Dryer

Z 17-43

Approval of 1) a Change in Zoning from Agricultural (AG) District to Planned Development (PD) District for Multi-Family Uses, and 2) a Detail Plan for Multi-Family Uses.

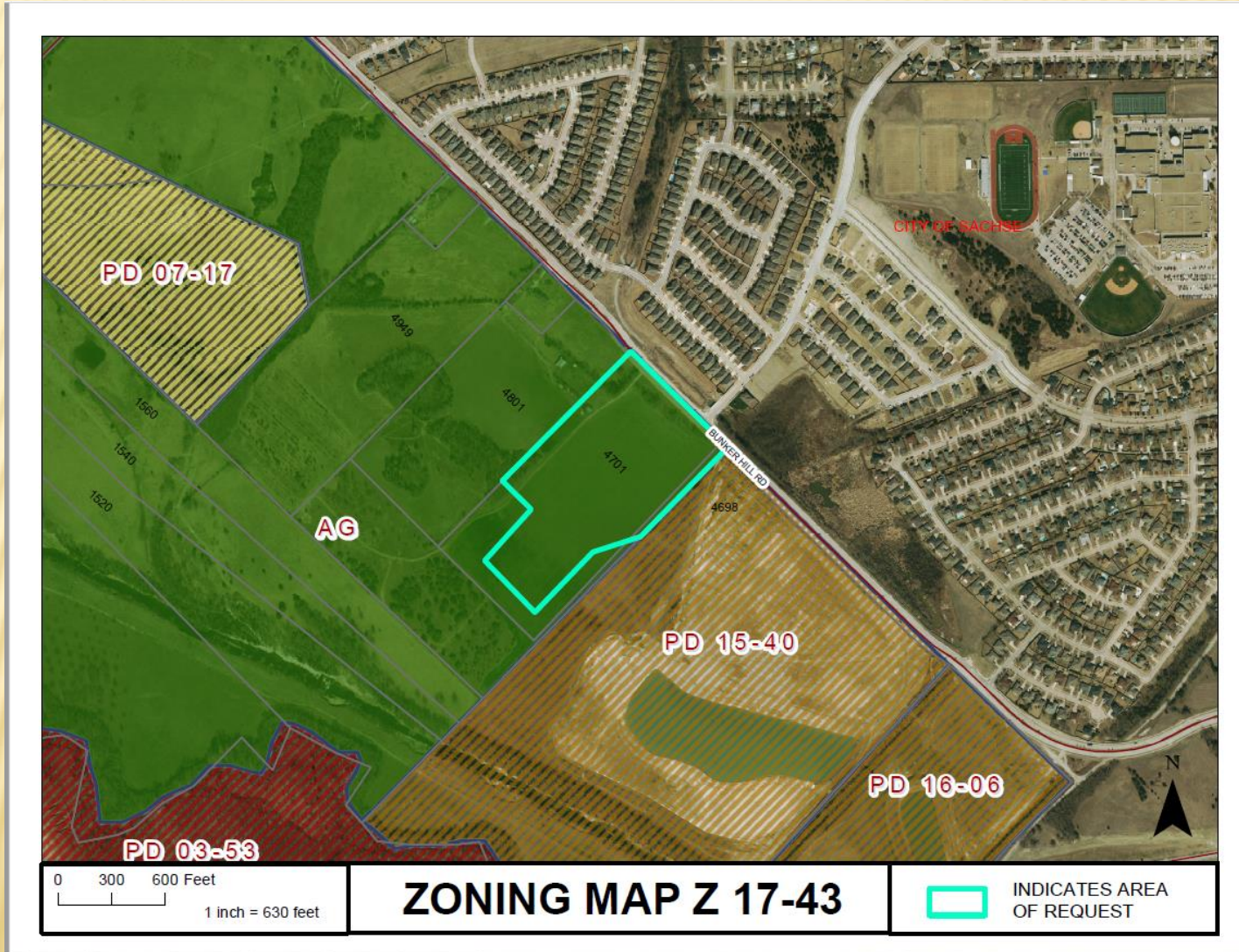
**City Council Meeting
June 5, 2018**



GARLAND

TEXAS MADE HERE

Considerations



Case Information

Location: 4701 Bunker Hill Road

Applicant: Masterplan Consultants

Owner: Norberto Guillen

Acreage: 19.63 Acres

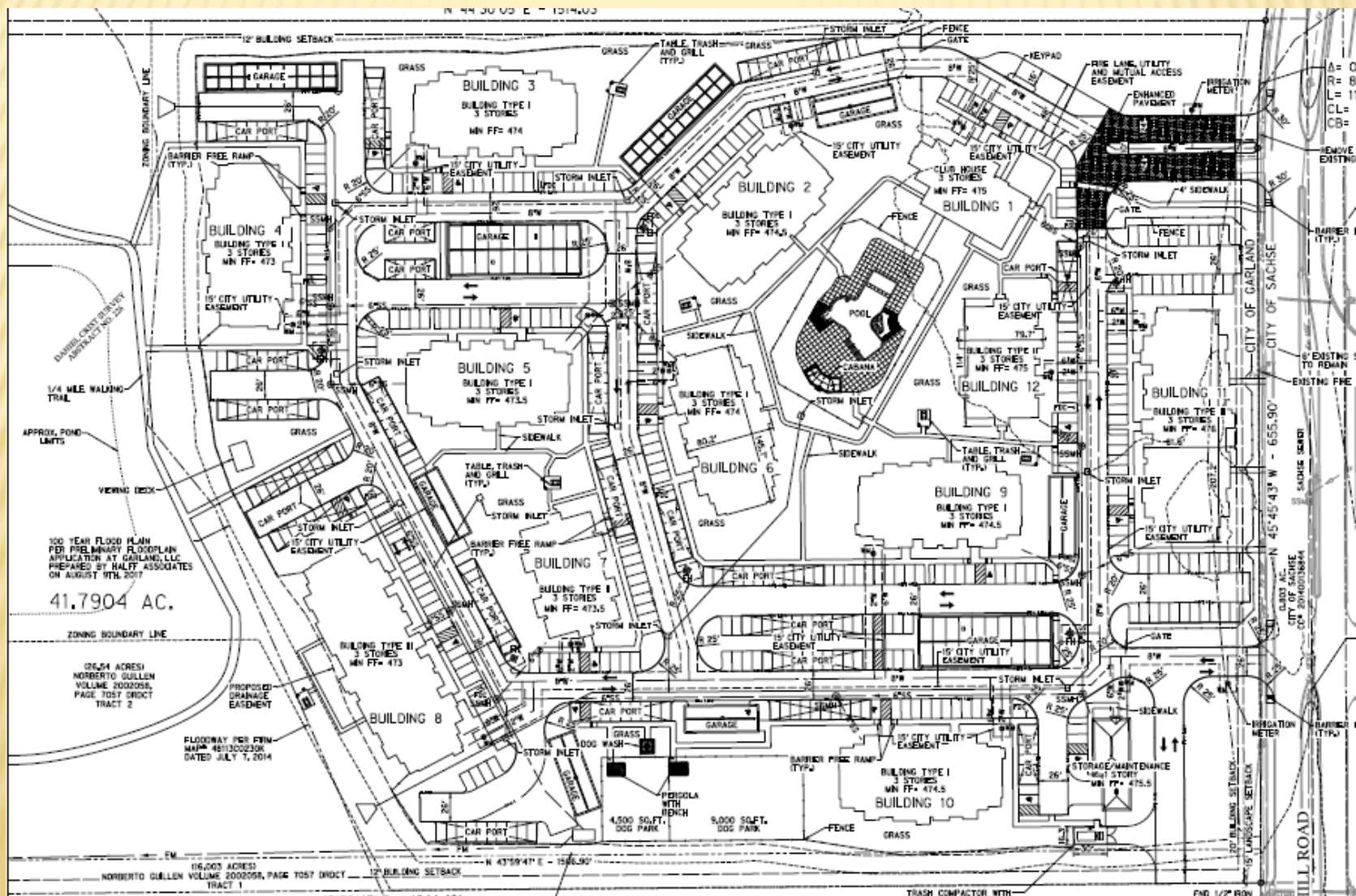
Zoning: Agricultural (AG) District

Background

- The subject site is the combination of two unimproved tracts currently zoned Agricultural (AG) District and containing approximately 19.6 acres.
- Proposed development would be a Planned Development for 291 units of multi-family dwellings
- All of the multi-family and accessory buildings will be constructed within the easternmost 17 acres of the site. The remaining acreage is within the 100 year floodway and will be dedicated to open space, walking trails and respite areas.



Detail Plan



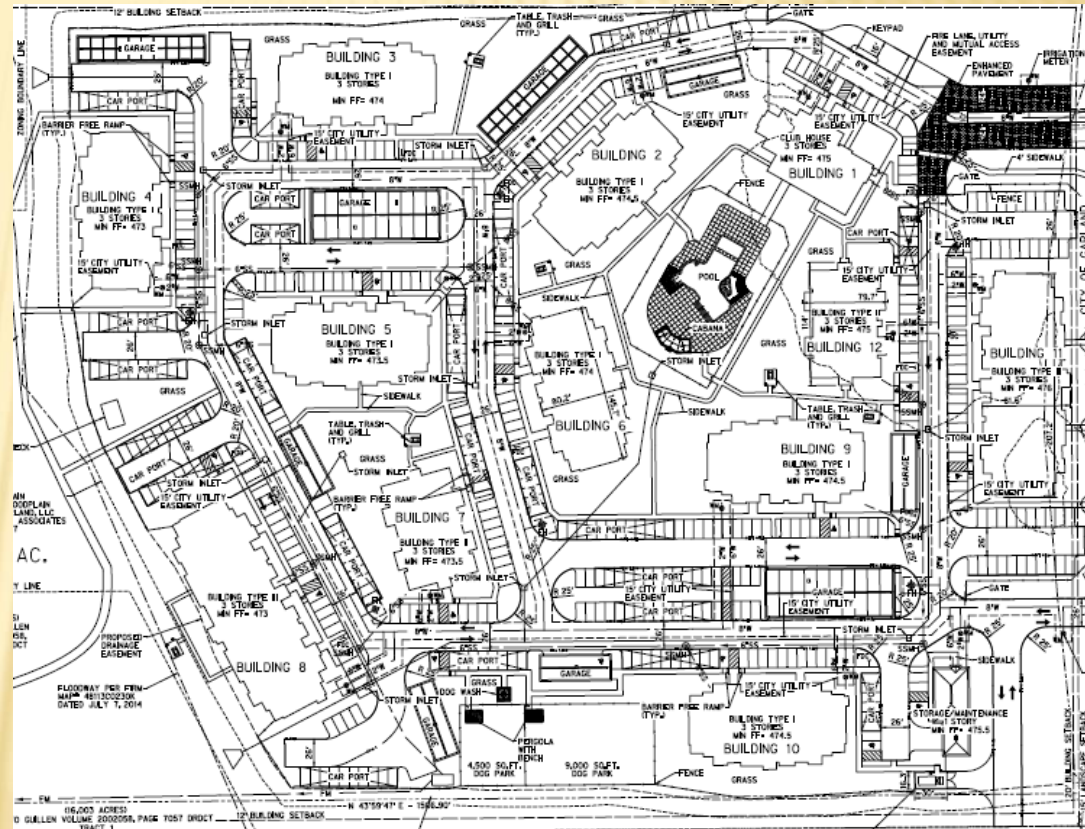
Z 17-43

Considerations

Detail Plan (Multi-Family buildings)

Unit Type	# of Units	Unit Area (sq.ft.)
Efficiency	7	500
1-Br	80	621*
1-Br	72	750
2-Br	108	1,026
3-Br	24	1,196

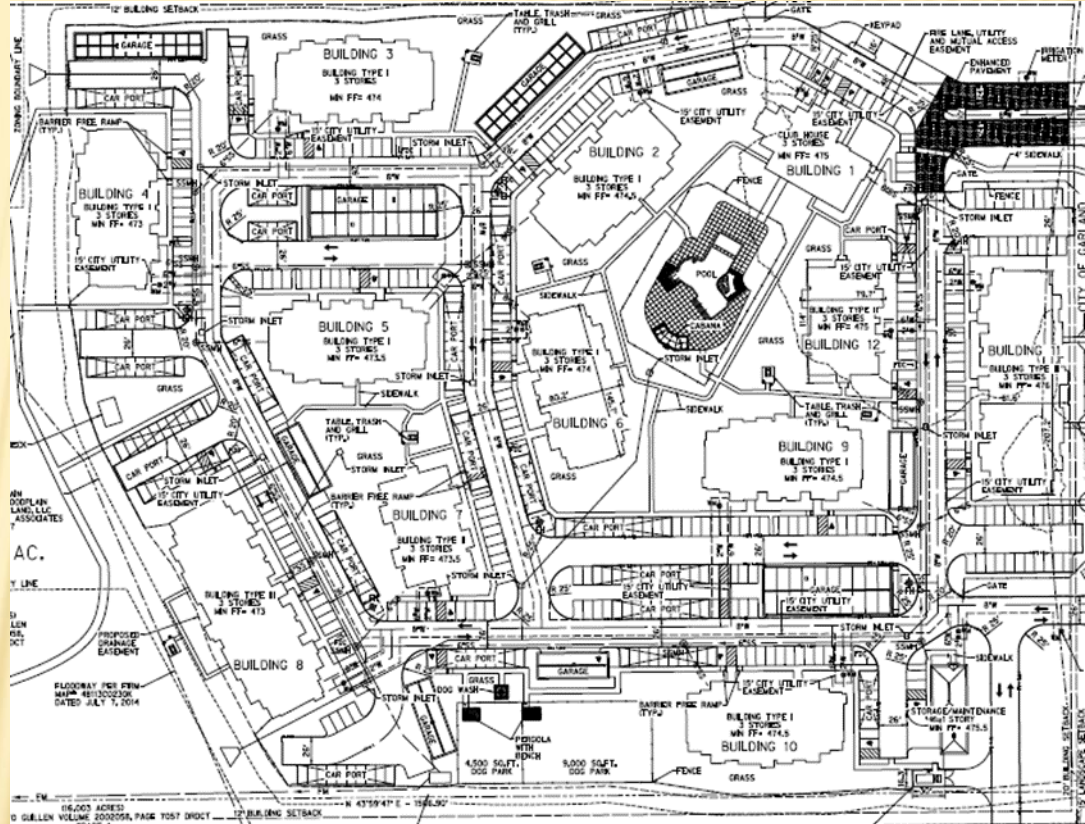
- Applicant requests deviation for the one-bedroom unit.
- The GDC establishes the minimum square footage of one-bedroom units at 650 square feet; Vantage at Garland proposes that 80 of the 152 one-bedroom units contain 621 square feet, a decreased area of 4.4 percent.
- The remaining seventy-two (72) one-bedroom units contain 750 square feet (fifteen (15) percent increase).
- The applicant requests relief from the storage requirement Section 2.39 (I) (1) of the GDC which requires that each dwelling unit have corresponding and conveniently located enclosed storage facility. The storage facilities must contain at least twenty-five (25) square feet and no less than 175 cubic feet.
- These areas will be within bedroom and hallway closets and within laundry areas.



Considerations

Detail Plan (Multi-Family buildings)

- Section 4.83 of the GDC requires that the exterior walls of all multi-family buildings and structures regardless of public visibility be a minimum of eighty (80) percent masonry construction (excluding doors, windows and window walls).
- Section 2.60 requires multi-family carport structures to be supported by columns that are architecturally integrated and are similar to the materials and colors of the main building. This is typically achieved with a complete masonry cladding of the support columns; the applicant proposes carports and cabanas with columns with exposed stained wood and masonry cladding only at the base of the support column.



Considerations

Elevation Plan

BUILDING TYPE 1



North Elevation



East Elevation



South Elevation



West Elevation

EXHIBIT E

Considerations

Elevation Plan

BUILDING TYPE 2



North Elevation

East Elevation

EXHIBIT E



South Elevation

West Elevation

Considerations

Elevation Plan

BUILDING TYPE 3



North Elevation



East Elevation



South Elevation



West Elevation

EXHIBIT E



Elevation Plan



Club Building Materials
Percentage
Stucco = 73.7%
Stone = 17.9%
Panelz = 8.4%



Cart Storage Building Materials:
Stone = 20.5%
Stucco = 70.5%



Garage Building Material:
Stone = 29.3%
Stucco = 70.7%



Dog Work Build



14 DOG WASH
BACK ELEVATION
10' x 7'-6"

14 DOG WASH
BACK ELEVATION
10' x 7'-6"

14 DOG WASH
BACK ELEVATION
10' x 7'-6"



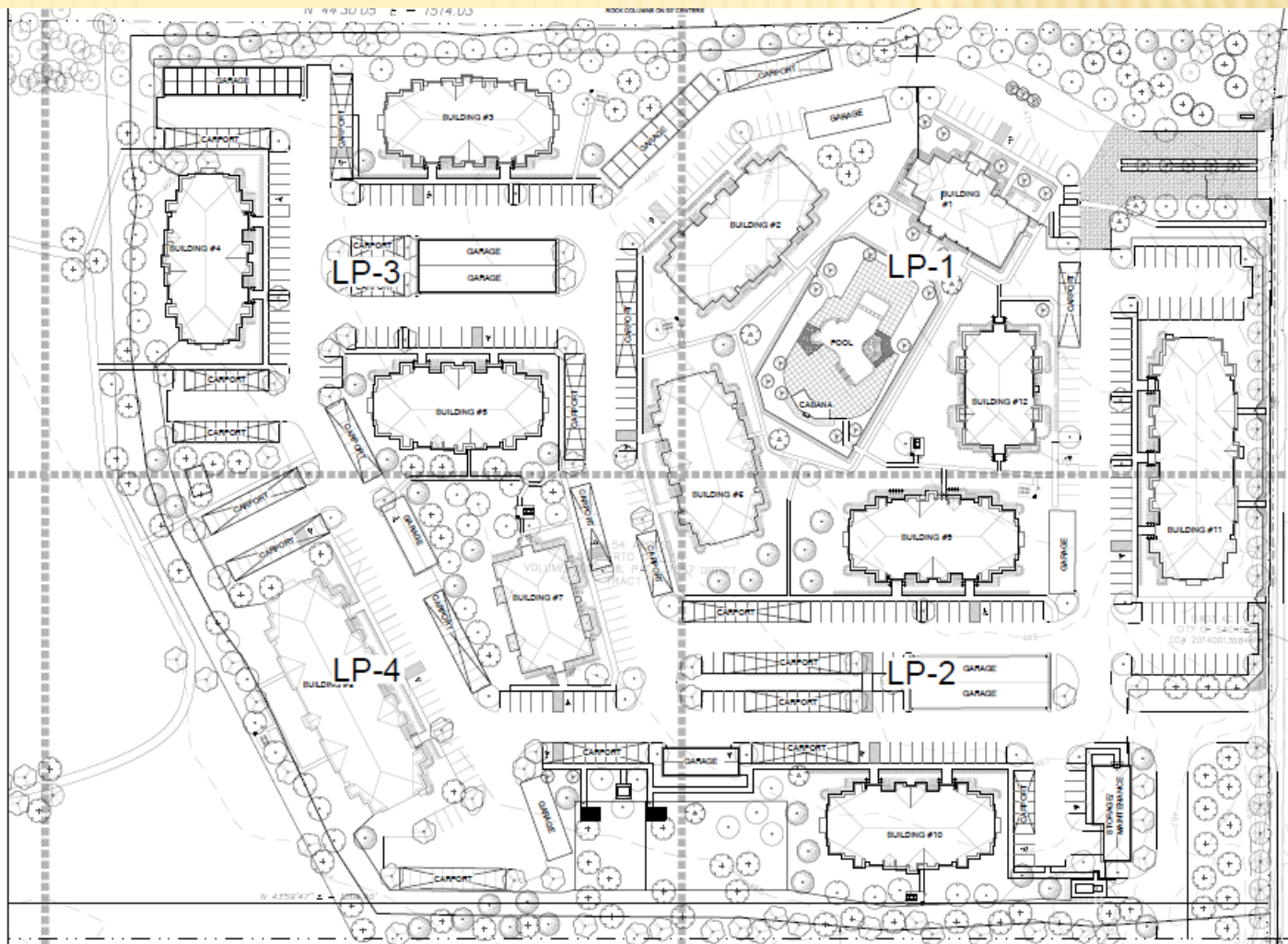
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EXHIBIT E

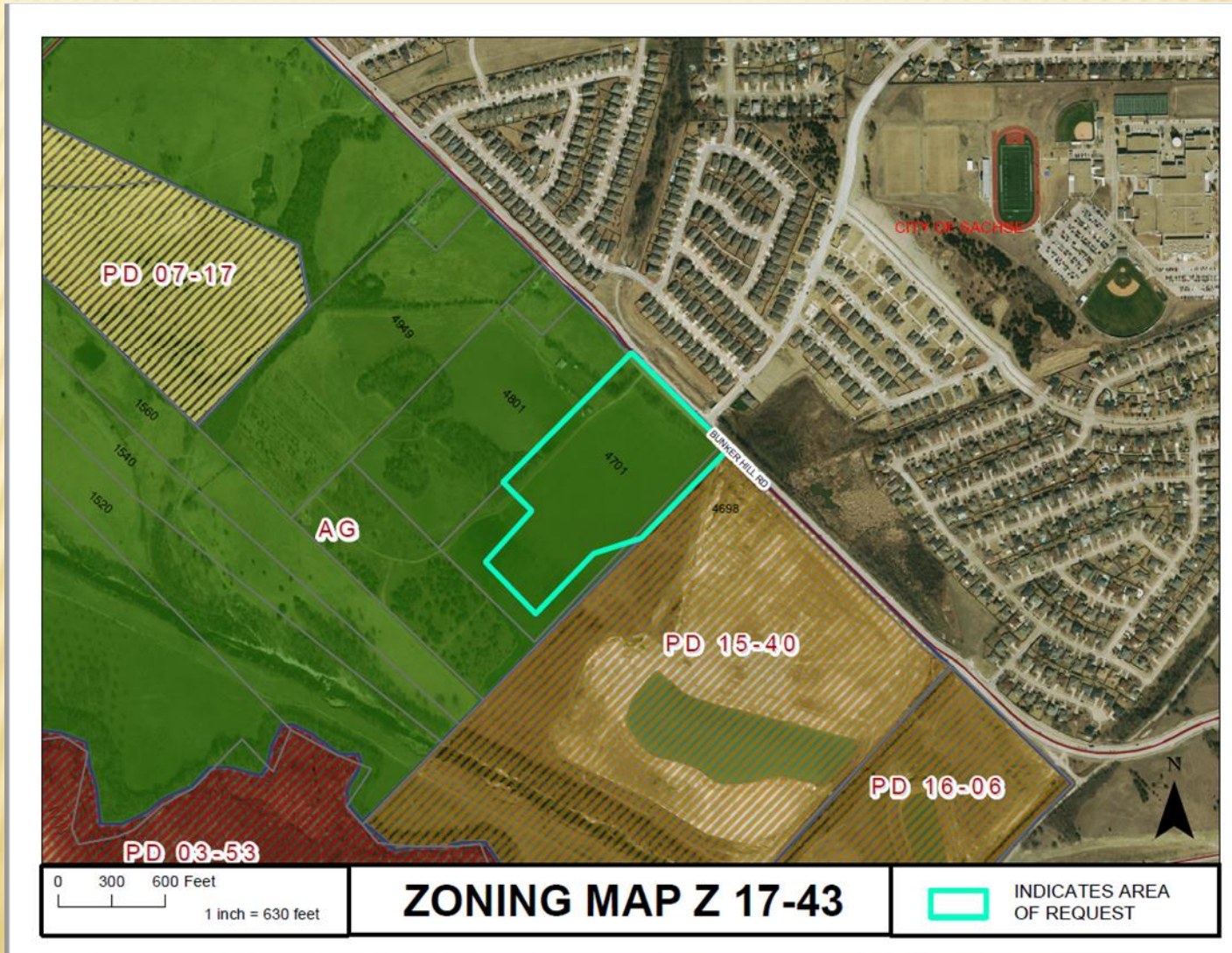
Considerations

Landscape Plan

The applicant proposes a six-foot ornamental metal fence with a curvilinear row of large canopy trees along the northwest and southeast property lines, as an alternative to ornamental metal fencing with masonry columns. The northwestern and southeastern property lines will be heavily planted with large canopy tree varieties that typically reach heights in excess of fifty feet at maturity.



Considerations



Comprehensive Plan Recommendation:

The Envision Garland Plan 2030 Comprehensive Plan recommends Compact Neighborhoods and Parks and Open Spaces

Compact Neighborhoods provide areas for moderate increases in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns. The Compact Neighborhood development type is primarily characterized as moderate residential (between six and twelve dwelling units per acre). The development proposes a density of 14.8 units per acre (gross).

Parks and Open Spaces consist of a variety of public/private parks, plazas, and natural areas for passive and active recreation, as well as informal gathering places, including development that contributes to their desirability. Parks and Open Spaces should be interconnected by a network of roads, sidewalks, pathways and transit to encourage residents and visitors to move about for mobility, recreational, social, and health purposes.

Considerations

Surrounding Properties





Backup Slides



Previous Elevations

Elevation Plan





Elevation Plan





Elevation Plan





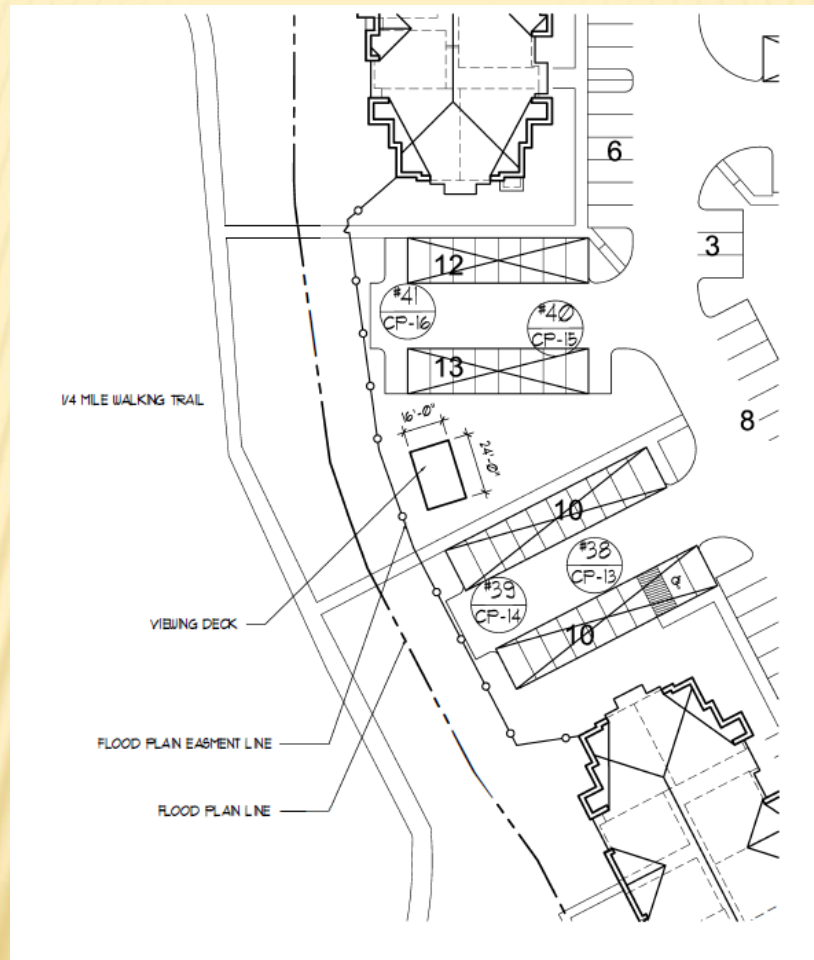
Previous Elevations

Elevation Plan



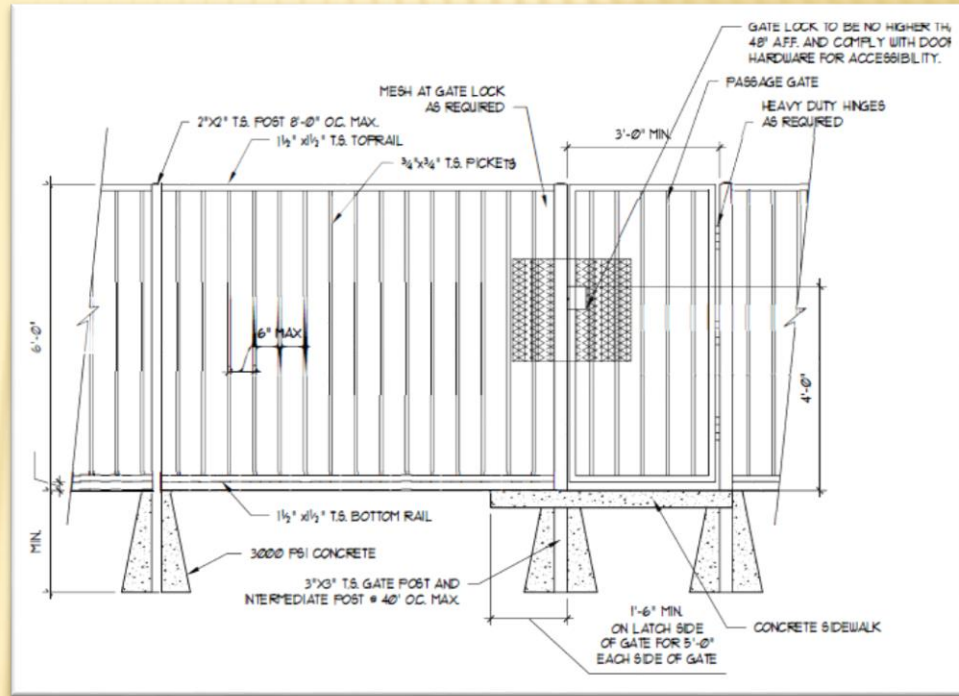
Viewing Deck

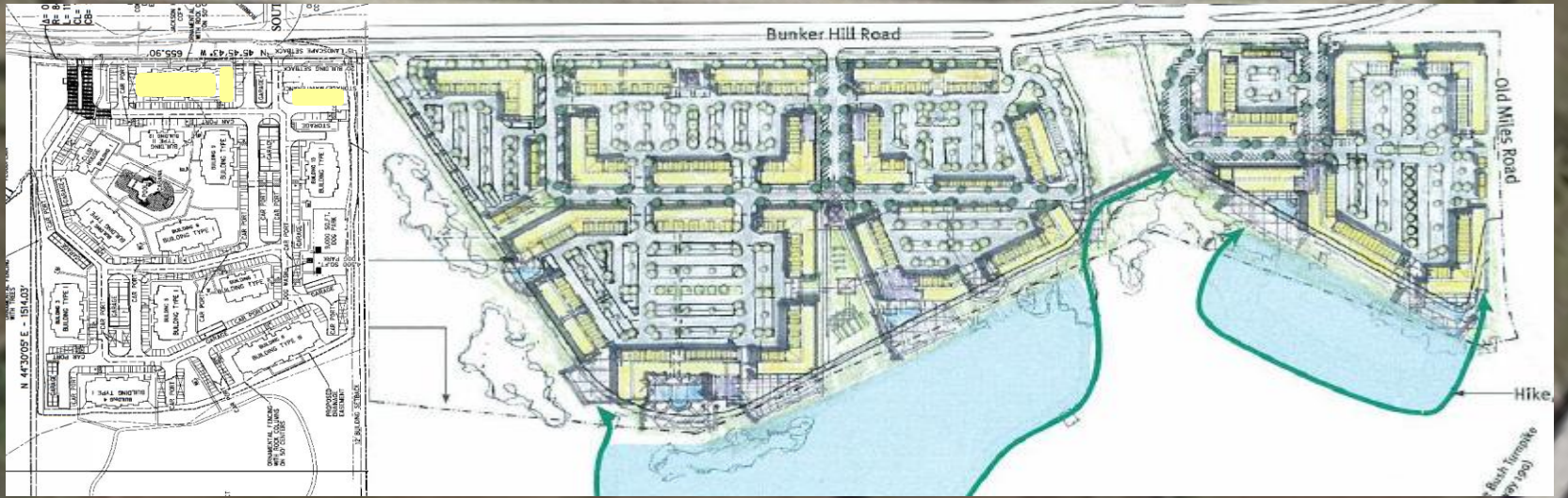
Landscape Plan Viewing Deck Detail



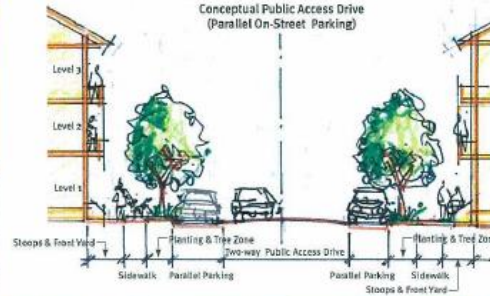
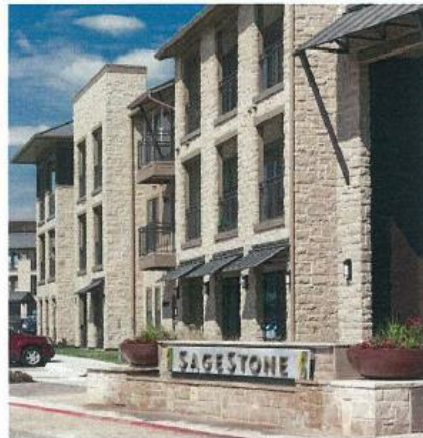


Screening Wall / Fence Landscape Plan Details





Z 15-40 Elevations



JHP

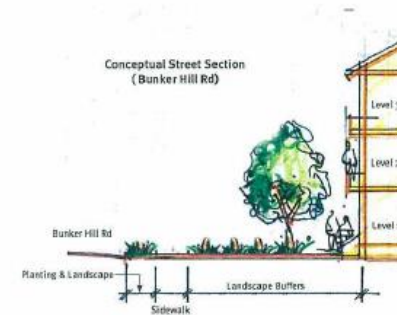
The Domain
Garland, Texas

ARCHCO RESIDENTIAL, LLC

Conceptual Elevations
Representational Only

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Copyright © JHP 2015 [Walter A. Arthur] Registered Architect of State of Texas, Registration No. 10991	

Z 15-40 Elevations



JHP

The Domain
Garland, Texas

ARCHCO RESIDENTIAL, LLC

Conceptual Elevations
Representational Only

10.15.2015	2015045.00	sm
Copyright © JHP 2015 All Rights Reserved Registered Architect of State of Texas, Registration No. 19998		

Considerations

Surrounding Properties

- The properties to the east and northeast are developed with single-family dwellings within the City of Sachse.
- The property to the southeast of the subject site is zoned Planned Development (PD) District 15-40 for Multi-family Uses and a portion of that property is developed with a 300-unit multi-family development.
- The properties to the northwest and west are zoned Agricultural (AG) District and are undeveloped; the area to the west contains a portion of the Rowlett Creek Flood Plain.



GARLAND PLANNING REPORT

City Council Regular Session Agenda

7.b.

Meeting Date: June 5, 2018

Item Title: Z 18-14 Overland Property Group, LLC (District 3)

Submitted By: Kira Wauwie, Principal Development Planner

REQUEST

Approval of a Change of Zoning from Planned Development (PD) District 14-11 for Single-Family (SF-10) Use to Multi-Family (MF) District.

OWNER

Sooner Ranch Properties, LLC

The applicant requests postponement to the July 17, 2018 City Council meeting to allow the applicant additional time to address concerns raised by the Plan Commission and neighboring residents.
